

2014/15

The Standard



Offshore P&I Rules and Correspondents



Offshore P&I rules
for the 2014/15 policy year
of

The Standard Club Europe Ltd

Managers

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

Managers' London agents

Charles Taylor & Co. Limited
Standard House, 12-13 Essex Street, London WC2R 3AA,
United Kingdom
Telephone: +44 20 3320 8888
E-mail: pandi.london@ctplc.com

and

The Standard Club Asia Ltd

Managers

Charles Taylor Mutual Management (Asia) Pte. Limited
140 Cecil Street, #15-00 PIL Building
Singapore 069540
Telephone: +65 6506 2896
E-mail: pandi.singapore@ctplc.com

Website: www.standard-club.com

E-mail: firstname.lastname@ctplc.com

Emergency telephone: +44 79 3211 3573

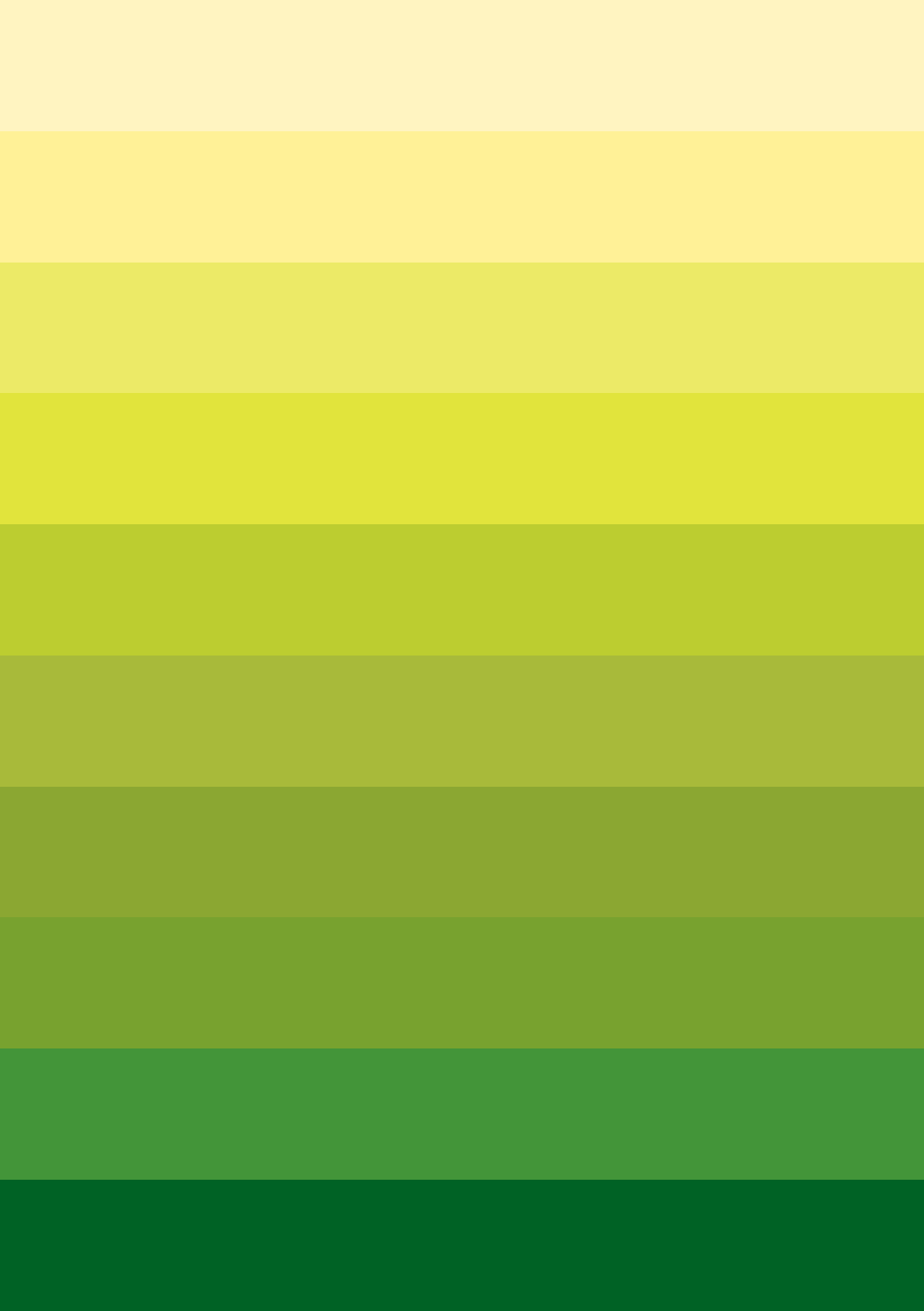
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01

**Offshore P&I Rules
and Correspondents**

The Directors



1 The Standard Club

Directors

R M Jones, United States
President and Chairman
CSL Group Inc

Sir John W Swan KBE JP, Bermuda
Vice-President

C Peraticos, Greece
Deputy Chairman
Pleiades Shipping Agents SA

C d'Amico, Italy
Deputy Chairman
d'Amico Societa di Navigazione SpA

N Aksoy, Turkey
Turkish Cargo Lines

L D'Amato, Italy
Fratelli D'Amato SpA

A Bensler, Canada
Teekay Shipping (Canada) Ltd

R Clarke, Canada
BC Ferry Services

P Clerici, Italy
Coeclerici SpA

M J Cox, United States
Matson Navigation Co Inc

J N Das, India
Shipping Corporation of India

H Deeble, United Kingdom
P&O Ferries Ltd

A J Groom, United Kingdom

B Harinsuit, Thailand
Harinsuit Transport Co Ltd

B J Hurst-Bannister, United Kingdom
Independent Director

G Jaegers, Germany
Reederei Jaegers GmbH

E L Johnsen, United States
International Shipholding Corporation

D C C Koo, Hong Kong
Valles Steamship Co Ltd

E Lauro, Monaco
Scorpio Tankers Inc

D G Marock, United Kingdom
Manager

A Martinos, Greece
Minerva Marine Inc

R Menendez Ross, Argentina
Ultrapetrol SA

Y Nakagami, Japan
Iino Lines Limited

D Ofer, United Kingdom
Zodiac Maritime Agencies Ltd

J B Rae-Smith, Hong Kong
Swire Pacific Offshore Ltd

J Reinhart, United States

S Rosina, Italy
Premuda SpA

P Senkbeil, Monaco
SBM Offshore N.V.

S S Teo, Singapore
Pacific International Lines (Pte) Ltd

The Standard Club Europe Ltd

Directors

A J Groom, United Kingdom
Chairman

R M Jones, United States
Deputy Chairman
CSL Group Inc

R Clarke, Canada
BC Ferry Services

M J Cox, United States
Matson Navigation Co Inc

B J Hurst-Bannister, United Kingdom
Independent Director

D G Marock, United Kingdom
Manager

R Menendez Ross, Argentina
Ultrapetrol SA

C Peraticos, Greece
Pleiades Shipping Agents SA

The Standard Club Asia Ltd

Directors

S S Teo, Singapore
Chairman
Pacific International Lines (Pte) Ltd

B Harinsuit, Thailand
Harinsuit Transport Co Ltd

R M Jones, United States
CSL Group Inc

D C C Koo, Hong Kong
Valles Steamship Co Ltd

R Menendez Ross, Argentina
Ultrapetrol SA

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**Offshore P&I Rules
and Correspondents**

The Managers

2 The managers' London agents

Charles Taylor & Co. Limited

Jeremy Grose – Chief Executive jeremy.grose@ctplc.com	o: +44 20 3320 8835 m: +44 79 3211 3594 h: +44 20 8463 9264
--	---

Claims

Brian Glover – Director of Claims brian.glover@ctplc.com	o: +44 20 3320 8823 m: +44 79 3211 3575 h: +44 20 8549 8399
---	---

Duncan Howard – Claims Operations Director duncan.howard@ctplc.com	o: +44 20 3320 8946 m: +44 78 2506 4819 h: +44 18 9252 5814
---	---

James Cross – Claims Services Director james.cross@ctplc.com	o: +44 20 3320 8801 m: +44 77 8579 2861 h: +44 16 3472 4391
---	---

Underwriting & Reinsurance

John Reily – Director of Underwriting john.reily@ctplc.com	o: +44 20 3320 8838 m: +44 77 1286 5750 h: +44 17 0844 5961
---	---

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
--	--

Business Development & Marketing

Robert Drummond – Business Development Director robert.drummond@ctplc.com	o: +44 20 3320 8942 m: +44 77 1287 4482 h: +44 19 8062 0553
--	---

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

Professional Development

Nick Sansom – Director of Professional Development nick.sansom@ctplc.com	o: +44 20 3320 8864 m: +44 77 6988 7692 h: +44 20 7736 1342
---	---

Quality Management

Barbara Jennings – Director of Quality Management
barbara.jennings@ctplc.com

o: +44 20 3320 8830
m: +44 77 7551 5877
h: +44 20 8672 5358

Compliance & Risk Management

Mike Peachey – Chief Risk Officer
mike.peachey@ctplc.com

o: +44 20 3320 2288
m: +44 77 1286 9565
h: +44 19 0377 1936

Stephen Williams – Compliance Officer
stephen.williams@ctplc.com

o: +44 20 3320 2283
m: +44 78 8184 3896

Finance & Secretariat

Nick Jelley – Chief Financial Officer
nick.jelley@ctplc.com

o: +44 20 3320 8845
m: +44 78 2655 2861

Andrew Newman – Actuarial Director
andrew.newman@ctplc.com

o: +44 20 3320 8981
m: +44 79 1999 5446

Rebecca Blanks – Company Secretary
rebecca.blanks@ctplc.com

o: +44 20 3320 8975
m: +44 77 9957 7064

Safety & Loss Prevention

Yves Vandeborn – Director of Loss Prevention
yves.vandeborn@ctplc.com

o: +65 6506 2852
m: +65 9879 8606

Eric Murdoch – Chief Surveyor
eric.murdoch@ctplc.com

o: +44 20 3320 8836
m: +44 79 3211 3579
h: +44 18 9253 7019

Julian Hines – Senior Surveyor
julian.hines@ctplc.com

o: +44 20 3320 8812
m: +44 79 2013 5078
h: +44 19 6277 2095

Rahul Sapra – Marine Surveyor
rahul.sapra@ctplc.com

o: +65 6506 1435
m: +65 9178 2974

Clive Rees – Marine Surveyor
clive.rees@ctplc.com

o: +44 20 7522 7486
m: +44 78 2782 5709

Richard Bell – Safety & Loss Prevention Executive
richard.bell@ctplc.com

o: +44 20 7680 5635
m: +44 79 1949 2718

Offshore Syndicate

Robert Dorey – Offshore Director	o: +44 20 3320 8831
robert.dorey@ctplc.com	m: +44 77 7551 5878
	h: +44 20 7498 2287

Claims

Fabien Lerede – Syndicate Claims Director	o: +44 20 3320 8898
fabien.lerede@ctplc.com	m: +44 78 2524 7770
Ursula O’Donnell – Claims Director	o: +44 20 3320 8813
ursula.odonnell@ctplc.com	m: +44 78 2459 0271
Rupert Banks – Claims Director	o: +44 20 3320 8887
rupert.banks@ctplc.com	m: +44 77 9533 6898
Claire Boddy – Claims Executive	o: +44 20 3320 8994
claire.boddy@ctplc.com	m: +44 77 6699 1876
Sarah Wallace – Claims Executive	o: +44 20 3320 8900
sarah.wallace@ctplc.com	m: +44 77 6888 8556

Underwriting

Ian Billington – Underwriter	o: +44 20 3320 2229
ian.billington@ctplc.com	m: +44 78 2554 6228
John Croucher – Underwriter	o: +44 20 3320 8879
john.croucher@ctplc.com	m: +44 79 1746 4693
	h: +44 20 8673 9354
Joseph Divis – Underwriter	o: +44 20 3320 8806
joseph.divis@ctplc.com	m: +44 75 8590 2091
Claire Wheeler – Underwriter	o: +44 20 3320 8880
claire.wheeler@ctplc.com	m: +44 77 9583 7940
	h: +44 17 0870 7153
Sian Meadows – Deputy Underwriter	o: +44 20 3320 8967
sian.meadows@ctplc.com	m: +44 78 8009 6236
Hannah Day – Deputy Underwriter	o: +44 20 3320 8962
hannah.day@ctplc.com	m: +44 78 2440 6620

Atlantic Syndicate

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

Claims

Roger Johnson – Syndicate Claims Director o: +44 20 3320 8976
roger.johnson@ctplc.com m: +44 77 6967 2218

Hannah Charles – Claims Executive o: +44 20 3320 8939
hannah.charles@ctplc.com m: +44 75 8439 3204

John Reay – Claims Executive o: +44 20 3320 8826
john.reay@ctplc.com m: +44 77 6936 3164

Constantino Salivaras – Claims Executive o: +44 20 3320 8983
constantino.salivaras@ctplc.com m: +44 77 6642 2438

Surani Shefras – Claims Executive o: +44 20 3320 2314
surani.shefras@ctplc.com m: +44 78 2527 4827

Danielle Southey – Claims Executive o: +44 20 3320 2212
danielle.southey@ctplc.com m: +44 77 1773 6279

Underwriting

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

Laura Reilly – Underwriter o: +44 20 3320 8805
laura.reilly@ctplc.com m: +44 78 2505 6377

Kevin O'Donnell – Deputy Underwriter o: +44 20 3320 8828
kevin.odonnell@ctplc.com m: +44 78 2584 7486

Simon Mavroleon – Deputy Underwriter o: +44 20 3320 2289
simon.mavroleon@ctplc.com m: +44 79 1772 2977

New York Office – Charles Taylor P&I Management (Americas), Inc

Telephone: +1 212 809 8085

E-mail: pandi.newyork@ctplc.com

LeRoy Lambert – President/Regional Claims Director o: +1 646 753 9020
leroy.lambert@ctplc.com m: +1 973 444 2683
h: +1 973 378 9243

Rebecca Hamra – Claims Executive o: +1 646 753 9022
rebecca.hamra@ctplc.com m: +1 646 321 2146

Leanne O'Loughlin – Claims Executive o: +1 646 753 9021
leanne.oloughlin@ctplc.com m: +1 646 321 1494

Europe Syndicate

William Robinson – Syndicate Director william.robinson@ctplc.com	o: +44 20 3320 8861 m: +44 77 3497 2408 h: +44 20 7223 0354
---	---

Claims

Enam Hussain – Syndicate Claims Director enam.hussain@ctplc.com	o: +44 20 3320 8821 m: +44 77 1137 8355
--	--

Iain Cassell – Claims Director iain.cassell@ctplc.com	o: +44 20 3320 8803 m: +44 78 1015 8800 h: +44 20 8325 9642
--	---

Laura Atherton – Claims Executive laura.atherton@ctplc.com	o: +44 20 7522 7592 m: +44 77 7646 1722
---	--

Elisabeth Birch – Claims Executive elisabeth.birch@ctplc.com	o: +44 20 3320 2279 m: +44 77 8552 7562
---	--

Sacha Christopher – Claims Executive sacha.christopher@ctplc.com	o: +44 20 3320 8878 m: +44 77 9582 5069
---	--

Kristian Gray – Claims Executive kristian.gray@ctplc.com	o: +44 20 3320 8993 m: +44 77 4745 7164
---	--

Brett Hosking – Claims Executive brett.hosking@ctplc.com	o: +44 20 3320 8956 m: +44 78 2505 5441
---	--

Annie O'Sullivan – Claims Executive annie.osullivan@ctplc.com	o: +44 20 3320 2308 m: +44 77 6991 3655
--	--

Underwriting

Nicholas Frampton – Underwriter nicholas.frampton@ctplc.com	o: +44 20 3320 8881 m: +44 77 1789 6170 h: +44 20 8313 9219
--	---

Sophie Kiley – Underwriter sophie.kiley@ctplc.com	o: +44 20 3320 2328 m: +44 77 8557 8351
--	--

Mike Robinson – Deputy Underwriter mike.robinson@ctplc.com	o: +44 20 3320 8932 m: +44 78 2584 5402
---	--

Mediterranean Syndicate

James Bean – Syndicate Director o: +44 20 3320 8811
james.bean@ctplc.com m: +44 79 1776 0820

Claims

Oliver Hutchings – Syndicate Claims Director o: +44 20 3320 8885
oliver.hutchings@ctplc.com m: +44 79 1772 2761

Olivia Furmston – Syndicate Claims Director o: +44 20 3320 8858
olivia.furmston@ctplc.com m: +44 75 8448 8175

Nick Dimokidis – Claims Executive o: +44 20 3320 2286
nick.dimokidis@ctplc.com m: +44 77 7139 6390

Chris Doe – Claims Executive o: +44 20 3320 8820
chris.doe@ctplc.com m: +44 79 0005 2194
h: +44 12 5646 4672

Alex Gray – Claims Executive o: +44 20 3320 8968
alexander.gray@ctplc.com m: +44 77 9512 7414

Simon Hart – Claims Executive o: +44 20 3320 8827
simon.hart@ctplc.com m: +44 78 2524 7772

Annabel Jenks – Claims Executive o: +44 20 3320 8958
annabel.jenks@ctplc.com m: +44 77 6842 4336

Mehtab Kassam – Claims Executive o: +44 20 3320 2258
mehtab.kassam@ctplc.com m: +44 78 2540 3846

Matthew de Plater – Claims Executive o: +44 20 3320 8897
matthew.deplater@ctplc.com m: +44 79 0066 6013

Richard Stevens – Claims Executive o: +44 20 3320 8825
richard.stevens@ctplc.com m: +44 77 7540 6990

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

Atousa Khakpour – Claims Assistant o: +44 20 3320 2295
atousa.khakpour@ctplc.com m: +44 78 2795 4124

Underwriting

Mark Collins – Underwriter
mark.collins@ctplc.com
o: +44 20 3320 8851
m: +44 77 1287 1315
h: +44 12 0651 2917

Colin Fowles – Underwriter
colin.fowles@ctplc.com
o: +44 20 3320 8850
m: +44 79 1768 8329
h: +44 12 5677 1090

Sebastian Brain – Deputy Underwriter
sebastian.brain@ctplc.com
o: +44 20 3320 8933
m: +44 79 1955 5198

Jack Marriott-Smalley – Deputy Underwriter
jack.marriott-smalley@ctplc.com
o: +44 20 3320 8863
m: +44 77 7615 1955

Piraeus Office – Charles Taylor & Co. Limited

Telephone: +30 210 429 1840/1850/1860

E-mail: pandi.piraeus@ctplc.com

Philip Stephenson – Regional Claims Director
philip.stephenson@ctplc.com
o: +30 21 0429 1864
m: +30 69 4794 0096
h: +30 21 3024 9976

Anna Doumeni – Claims Executive
anna.doumeni@ctplc.com
o: +30 21 0429 1842
m: +30 69 5100 6764

Angeliki Kallini – Claims Executive
angeliki.kallini@ctplc.com
o: +30 21 0429 1512
m: +30 69 7740 2510

Maria Mavroudi – Claims Executive
maria.mavroudi@ctplc.com
o: +30 21 0429 1511
m: +30 69 3743 9359

Konstantinos Samaritis – Claims Executive
konstantinos.samaritis@ctplc.com
o: +30 21 0429 1861
m: +30 69 5580 6101

Christina Soulaki – Claims Executive
christina.soulaki@ctplc.com
o: +30 21 0429 1852
m: +30 69 5197 4152

The Standard Club Asia Ltd

Managers

Charles Taylor Mutual Management (Asia) Pte. Limited

Emergency telephone: +65 6506 2896

Email: pandi.singapore@ctplc.com

Directors

David Roberts – Managing Director and General Manager david.roberts@ctplc.com	o: +65 6506 2889 m: +65 8518 1103
--	--------------------------------------

Jeremy Grose – Chairman jeremy.grose@ctplc.com	o: +44 20 3320 8835 m: +44 79 3211 3594
---	--

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

Claims

Gillian Musgrave – Regional Claims Director gillian.musgrave@ctplc.com	o: +65 6506 2882 m: +65 9624 5797
---	--------------------------------------

Sharmini Murugason – Regional Offshore Claims Director sharmini.murugason@ctplc.com	o: +65 6506 2867 m: +65 9648 6950
---	--------------------------------------

Shang Doe Shim – Claims Director shangdoe.shim@ctplc.com	o: +65 6506 2884 m: +65 9727 7519
--	--------------------------------------

Lucinda Liu – Claims Manager – Hong Kong lucinda.liu@ctplc.com	o: +852 2399 6123 m: +852 6074 7903
--	--

Jason Ho – Claims Executive – Hong Kong jason.ho@ctplc.com	o: +852 2399 6137 m: +852 5364 6484
---	--

Ji Young Kim – Claims Executive jiyoung.kim@ctplc.com	o: +65 6506 2887 m: +65 9030 7329
---	--------------------------------------

Kin Cheung Kung – Claims Executive kincheung.kung@ctplc.com	o: +65 6506 2880 m: +65 9298 8387
--	--------------------------------------

Niccole Lian – Claims Executive niccole.lian@ctplc.com	o: +65 6506 2857 m: +65 9661 2510
---	--------------------------------------

Tom Oliphant – Claims Executive tom.oliphant@ctplc.com	o: +65 6506 2801 m: +65 9171 1745
---	--------------------------------------

Yasmine Tyebally – Claims Executive yasmine.tyebally@ctplc.com	o: +65 6506 2858 m: +65 9152 2276
---	--------------------------------------

Jason Wee – Claims Executive jason.wee@ctplc.com	o: +65 6506 2875 m: +65 9296 5850
--	--------------------------------------

Underwriting

Nick Taylor – Underwriter o: +65 6506 2859
nick.taylor@ctplc.com m: +65 9722 0929

Will Ellison – Deputy Underwriter o: +65 6506 1433
will.ellison@ctplc.com m: +65 9138 4593

Safety & Loss Prevention

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

Rahul Sapra – Marine Surveyor o: +65 6506 1435
rahul.sapra@ctplc.com m: +65 9178 2974

03

**Offshore P&I Rules
and Correspondents**

Offshore Rules

SECTION A: INSURANCE

- 1.1** These rules, which are subject to the articles, contain the terms upon which offshore P&I cover is given by the club.
- 1.2** The risks against which a member is insured are set out in rule 3.
- 1.3.1** A member may be insured in respect of risks other than those set out in rule 3, or in respect of risks otherwise excluded, where such risks have been agreed by the managers.
- 1.3.2** Any such risks are covered subject to the terms, conditions, limitations and exclusions of these rules.
- 1.3.3** The managers may reinsure any risk and, in the event that such reinsurance is arranged, the member is entitled to recover from the club only the net amount actually recovered under such reinsurance together with that portion of the risk retained by the club, whether or not the member has notice of such reinsurance, its terms, or the identity of the reinsurers.
- 1.4** No act, omission, course of dealing or forbearance or reimbursement by the club shall be treated as any evidence of a waiver of the club's rights under these rules.
- 1.5** These rules and any contract of insurance between the club and any insured party are governed by and construed in accordance with English law. In particular they are subject to and incorporate the Marine Insurance Act 1906 and any statutory modifications unless such Act or modification may have been excluded by these rules or by any term of such contract.
- 1.6** The terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.11.

SECTION B: SCOPE OF COVER

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

SECTION C: RISKS COVERED

Crew

Injury, illness or death **3.1.1** Liabilities in respect of crew injury, illness or death.

Repatriation **3.1.2.1** Liabilities in respect of crew repatriation.

Exclusion to rule 3.1.2.1

Liabilities arising out of the termination of any agreement, or the sale of the unit, or any other act of the member in respect of the unit, unless the board considers that such termination or other act was necessary in the interests of the safety of the unit or crew, or the proper running of the unit.

3.1.2.2 Liabilities in respect of repatriation under Guideline B2.5 of Regulation 2.5 of the 2006 Maritime Labour Convention (MLC 2006) or domestic legislation by a state party implementing MLC 2006.

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 unit.

Port expenses **3.1.6** Port and other charges as set out in rule 3.3 incurred in relation to crew.

Third parties **3.2** Liabilities in respect of the injury, illness or death of any person other than crew.

Stowaways and refugees: port charges **3.3** Port and other charges solely incurred for the purpose of landing stowaways or refugees, or others saved at sea, 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.

Collision **3.4.1** Liabilities arising out of a collision, if and to the extent that such liabilities are not covered under the hull policies, including that part of the member's collision liability which exceeds the sum recoverable under the hull policies solely by reason of such liability exceeding the valuation of the unit in those policies. However, the board may determine the proper value (being the market value of the unit without commitment) for which the unit should have been insured under the hull policies, and the club shall pay only the excess of the amount which would have been recoverable if the unit had been insured thereunder at such value.

3.4.2 There will be no recovery from the club insofar as such collision liabilities are not recoverable under the hull policies by reason of any breach of such policies.

Damage to other ships (other than by collision)

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

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

Exclusions to rule 3.5

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

Pollution

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

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

Exclusion to rules 3.6.1 and 3.6.2

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

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

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

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

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

Exclusion to rules 3.6.4 and 3.6.5

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

Exclusion to rule 3.6.5

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

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

Exclusions to rule 3.6

There shall be no recovery in respect of:

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

Damage to property (other than by pollution)

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

Exclusions to rule 3.7

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

**Wreck
liabilities**

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

Exclusions to rule 3.8

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

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

Fines

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

Enquiry expenses

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

Sue and labour

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

Exclusion to rule 3.11

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

Omnibus

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



SECTION D: EXCLUDED RISKS

Risks covered by hull and war risks policies

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

Double insurance

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

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

War risks

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

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

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

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

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

- (2) a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or
 - (3) a certificate in compliance with Article 12 of the Nairobi International Convention on the Removal of Wrecks 2007; or
 - (4) any other guarantee, certificate or undertaking issued by the club pursuant to any statute, convention, treaty or law.
- 4.5** The member shall indemnify the club to the extent that any payment under any such guarantee, undertaking or certificate is not recoverable from the club for any reason whatsoever.
- 4.6** The member agrees that any payment by the club under any such guarantee, undertaking or certificate shall, to the extent of any amount recovered under any policy of insurance or additional cover provided by the club, be by way of loan and there shall be assigned to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any third party.
- Radioactive contamination** **4.7** There shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents, directly or indirectly caused by or arising from:
- (1) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
 - (2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
 - (3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
 - (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter other than liabilities arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the unit, and such further exceptions as the managers may approve.
- Chemical, bio-chemical, electromagnetic weapons and computer virus** **4.8** There shall be no recovery in respect of any liabilities directly or indirectly caused by or contributed to by or arising from:
- (1) any chemical, biological, bio-chemical or electromagnetic weapon;
 - (2) the use or operation, as a means for inflicting harm, of any computer virus.
- Unlawful sanctionable and hazardous trades** **4.9** No claim is recoverable if it arises out of or is consequent upon the unit blockade-running or being employed in an unlawful, prohibited or sanctionable carriage, trade, voyage or operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable or if the board determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.

SECTION E: EXCLUDED LOSSES

	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 unit or any part thereof.
Equipment damage	5.2	Loss of or damage to any equipment, containers, lashings, stores, or fuel on board the unit to the extent that they are owned or leased by the member or any associated company.
Repairs	5.3	The cost of repairs to the unit or any charges or expenses in connection therewith.
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 unit.
Detention	5.5.1	Loss arising out of demurrage on, detention of, or delay to the unit or, except as provided for in rules 3.1.6 and 3.3, running costs of the unit.
	5.5.2	Liabilities arising out of arrest or detention of or delay to the unit pursuant to a claim against the member liability for which is not covered under the rules.
Cancellation	5.6	Loss arising out of the cancellation of any contract or engagement in relation to the unit.
Bad debts	5.7	Loss arising out of irrecoverable debts or the insolvency of any person.
Salvage	5.8.1	Salvage or other services in the nature of salvage provided to the unit, and any liabilities in connection therewith, other than such as may be covered under rule 3.6.
	5.8.2	Liabilities arising out of salvage operations (including wreck removal) conducted by the unit or provided by a member other than liabilities arising out of salvage operations conducted by the unit for the purpose of saving or attempting to save life at sea.
Specialist operations, underwater vehicles and divers	5.9	Liabilities incurred by a member in connection with any claim, including any consequential losses arising therefrom, brought against him arising out of: <ol style="list-style-type: none">(1) the failure by the member to perform any work or the fitness for purpose and quality of the member's work, products or services, including any defect in the member's work, products or services; or(2) any loss of or damage to the contract work; or(3) the operation by the member of underwater vehicles unless included within the description of the unit; or(4) the activities of professional or commercial divers where the member is responsible for such activities, other than:

		<ul style="list-style-type: none"> a activities arising out of salvage operations being conducted by the unit, where the divers form part of the crew of the unit (or of diving bells or other similar equipment or craft operating from the unit), and where the member is responsible for the activity of such divers; or b incidental diving operations carried out in relation to the inspection, repair or maintenance of the unit or in relation to damage caused by the unit; <p>unless otherwise agreed with the managers.</p>
Pollution	5.10	Liabilities arising out of the actual, or threatened, escape or discharge of any substance save as provided for in rule 3.6.
Blow-out and control of well	5.11	<p>Liabilities arising from or relating to:</p> <ul style="list-style-type: none"> (1) the control, or regaining of control, of a hole or well; (2) loss of or damage to or costs of reinstatement of a hole, well or reservoir; (3) blow-out, cratering, or any other uncontrolled flow, discharge or escape of oil, gas or any other substance from holes, wells or reservoirs including any flow, discharge or escape thereof from the unit, other than: <ul style="list-style-type: none"> (a) injury, illness or death under rules 3.1 and 3.2 (b) collision liabilities under rule 3.4 (c) wreck liabilities under rule 3.8 (d) pollution liabilities under rule 3.6 arising from the discharge or escape of any oil, gas or other substance contained within the unit immediately prior to the commencement of such blow-out, cratering or uncontrolled flow (e) enquiry expenses under rule 3.10 <p>unless otherwise agreed by the managers</p> <p>where the incident arises in connection with a hole or well or subsea or subsurface operation in respect of which the unit is employed or utilised.</p>
Downhole property	5.12	Any liabilities or losses in respect of loss of or damage to or recovery or replacement of any drill string, casing, tubing, cementing or well intervention or other downhole equipment, whether or not in the sea, which is in or connected to any hole or well in respect of which the unit is employed or utilised or which is owned by the member, and the consequences thereof.
Direction of the board	5.13	The liabilities set out in rule 5 may be recoverable to the extent that they may be treated as expenses arising under rule 3.11, or are approved by the board.

SECTION F: SCOPE OF RECOVERY AND LIMITS

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

Limits of recovery

- 6.3** 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)** US\$50 million combined single limit any one event for all claims under rules 3.6.5 and 3.9;
 - (3)** any other limit contained in these rules or set out in the member's certificate of entry;
 - (4)** if less than the full tonnage of the unit is entered in the club, such proportion of the amount referred to in rule 6.2, or the limits referred to in paragraphs (1) and (2) above, as the entered tonnage bears to the full tonnage of the unit.

Waiver of subrogation

- 6.4** Where a charterer or other party is named as a joint entrant or co-assured and a waiver of subrogation is required under a contract, rights of subrogation against such joint entrant or co-assured are waived only where the managers have agreed such a waiver; any such waiver applies only in respect of those liabilities which are borne by the member or other joint entrant under the terms of the relevant contract and not to any liabilities which are to be borne by the charterer or other party unless otherwise agreed by the managers.
- 6.5** 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.

Member's property

- 6.6** If a claim arises following a collision involving two units or ships belonging to the same member, he is entitled to recover from the club, and the club has the same rights, as if the units or ships had belonged to different owners.
- 6.7** If a claim arises under rule 3.5 following loss of or damage to any ship, or any cargo or other property therein belonging to the member in respect of whose unit the claim arose, the member is entitled to recover from the club, and the club has the same rights, as if such ship, cargo or property lost or damaged had belonged to a third party, but only to the extent that such loss or damage is not recoverable under any other insurance upon the said ship, cargo or property.

Amounts owing to the club

- 6.8** The club is not liable to make any payment in respect of any claim while any sum is due from the member, or due in respect of a unit or ship entered under the same group rating agreement; however, if any payment is made, the club may deduct any sum which is due from a member relating to any policy year.

Interest

- 6.9** In no case is interest payable on sums due from the club.

Pay to be paid

- 6.10** Unless the managers otherwise determine, it is a condition precedent of a member's right to recover in respect of any liabilities that he must have first discharged or paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.

- Crew claims**
- 6.11.1** Notwithstanding rule 6.10, where a member has failed to discharge a legal liability to pay damages or compensation for crew injury, illness or death, or repatriation under rule 3.1.2.2, the club shall discharge or pay such claim on the member's behalf directly to such crewmember or dependant thereof.
- 6.11.2** There shall be no recovery unless the crewmember or dependant has no enforceable right of recovery against any other party and would otherwise be uncompensated.
- 6.11.3** Subject to rule 6.11.4 below, the amount payable by the club shall under no circumstances exceed the amount which the member would have been able to recover from the club under these rules and his terms of entry.
- 6.11.4** Where the club is under no liability to the member by virtue of rule 17.3, the club shall nevertheless discharge or pay that claim to the extent only that it arises from an event occurring prior to the date of cancellation, but as agent only of the member, and the member shall be liable to reimburse the club for the full amount of such claim.
- 6.11.5** The member agrees that, save to the extent that any such sum would have been recoverable by the member under rule 3.1.2.1 or any other paragraph of rule 3, any payment by the club under rule 3.1.2.2 shall be by way of loan and he shall both indemnify the club in respect of such payment and assign 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 insured or third party.
- Deductibles**
- 6.12** Any sum recoverable shall be subject to such deductible as has been agreed by the managers. Unless otherwise agreed, deductibles shall apply any one event.
- 6.13** The club may undertake the defence of a member or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the member. Although the club may pay the costs of such legal proceedings, the member shall bear any damages therein adjudged or awarded against him.
- Wilful misconduct**
- 6.14** Unless the board otherwise decides, no claim is recoverable in respect of any liabilities which in its opinion have been incurred owing to the privity or wilful misconduct of an insured party.
- Obligation to sue and labour**
- 6.15** A member must at all times take all reasonable steps to avoid or minimise any loss, damage or liability in respect of which he may be insured by the club. If a member is in breach of this obligation, the board may reject any claim by the member for reimbursement or reduce the sum payable by the club.
- Sanctions**
- 6.16** The member shall in no circumstances be entitled to recovery from the club that part of any liabilities which is not recovered by the club under any reinsurance(s) because of a shortfall in recovery from reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organisation or the risk thereof if payment were to be made by such reinsurers. For the purposes of this rule 6.16 'shortfall' includes any failure or delay in recovery by the club by reason of the reinsurers making payment into a designated account in compliance with the requirements of any state or international organisation.

SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

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

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

SECTION H: APPLICATION AND ENTRY

- Application**
- 10.1** The applicant must provide the managers with all material particulars and information together with any additional particulars and information as the managers may require.
- 10.2** The applicant warrants on his own behalf and on behalf of any other person that he has provided all material information and that all such information is, so far as he knows or could with reasonable diligence ascertain, true and complete, and will remain so throughout the period of insurance. The information so provided forms the basis of the contract of insurance between the applicant and the club.
- 10.3** The managers may, without giving any reason, refuse any application for the entry of a unit or ship in the club.
- Entry**
- 11.1** Unless the managers otherwise decide, each person whose entry has been accepted under these rules becomes a member of the club. Whenever the managers accept an entry by way of reinsurance, the insurer reinsured by the club or person insured by such an insurer may, if the managers agree, become a member.
- Immediate termination**
- 11.2** The member is obliged to disclose any change in any material information relating to an entry including, but not limited to, change of: management, flag, classification society, government authority responsible for unit certification for the trade in question, nationality of crew, trading or operating area or nature of trade or operation. Upon such disclosure, or failure to disclose, the managers may amend the member's premium or terms of entry, or terminate the entry in respect of the unit.
- 11.3** The member is bound by and must observe and perform the obligations under these rules, and must provide the managers with electronic and postal addresses for service of notices.
- 11.4** The member warrants that he is, in relation to the unit:
- (1)** her owner or charterer; or
 - (2)** a manager or operator having control of her operation and employment; or
 - (3)** any other person in possession and control of her.
- Certificates of entry**
- 12.1** The managers will send the member a certificate of entry stating the date of commencement of cover and the terms and conditions on which the unit has been accepted for insurance.
- 12.2** If at any time there is a variation in the terms of entry, the managers will send the member an endorsement stating the terms of such variation and the date from which such variation is to be effective.
- 12.3** Every certificate of entry issued is conclusive evidence as to its terms; if the managers believe that such documentation contains any error or omission they may issue a new certificate or endorsement which will be conclusive as aforesaid.

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

Charterer named as joint entrant or co-assured	<p>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:</p> <p style="margin-left: 20px;">(1) an affiliated or associated charterer; or</p> <p style="margin-left: 20px;">(2) has contracted with the member or a joint entrant for the provision of services to or by the unit and that contract has been approved by the managers</p> <p>b Any charterer named as a co-assured in accordance with rule 13.13 a (2) above is only covered for liabilities which are to be borne by the member or other joint entrant under the terms of the relevant contract and would, if borne by the member or that joint entrant, be recoverable by either from the club.</p>
Group entries	<p>13.14 The managers may accept an entry on the basis that the unit is part of a group rating agreement and assess premiums accordingly.</p> <p>13.15 The member or a joint entrant must be designated group principal and any communication from or on behalf of the club to the group principal is deemed to be within the knowledge of all insured parties in the group and any communication from and action taken by the group principal is deemed conclusively to be made with the full approval of any and all insured parties within that group.</p> <p>13.16 All persons entering units or ships under a group rating agreement and the group principal remain jointly and severally liable to pay all amounts due to the club in respect of any and all units or ships in the same group.</p>
Affiliated and associated companies	<p>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.</p>
Breach of warranty	<p>13.18 In the event of any breach of the warranties set out in rules 10.2, 11.4 and 13.4, all insured parties' insurance shall terminate automatically from the time of the breach. In such circumstances the member shall be, and remain, liable for all premiums up to the time of the breach.</p> <p>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 up to the time of the breach.</p>
Assignment	<p>14.1 No insurance given by the club and no interest under these rules or under any contract between the club and any member may be assigned without the agreement of the managers. Any assignment made without such agreement shall, unless the managers otherwise determine, be of no effect and the assignee shall have no rights against the club.</p> <p>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.</p>

SECTION I: UNIT STANDARDS AND SURVEYS

Classification and condition of units	15.1	<p>Unless otherwise agreed by the managers, the following are conditions of the insurance of every unit:</p> <ol style="list-style-type: none">(1) The unit must be and remain fully classed with a classification society approved by the managers, or, provided agreed by the managers, remain fully approved by the government authority responsible for unit certification for the trade in question (hereafter ‘society/authority’).(2) Any matter in respect of which the society/authority might make recommendations about action to be taken must be promptly reported to the society/authority.(3) The member must comply with all the rules, recommendations and requirements of the society/authority within the time or times specified by that society/authority.(4) The managers may inspect any document, and/or obtain any information relating to the maintenance of the unit’s class or approval, in the possession of any society/authority with which the unit is or at any time has been classed or approved, and the member authorises such society/authority to disclose such documents and/or information to the managers for whatever purposes they may consider necessary.(5) The member must comply with all statutory requirements of the unit’s flag state and/or any state exercising jurisdiction over the unit relating to the construction, adaptation, condition, fitment, equipment, manning and operation of the unit and must at all times maintain the validity of such statutory certificates as are required or issued by or on behalf of the unit’s flag state and/or any state exercising jurisdiction over the unit, including those in respect of the ISM and ISPS codes.
	15.2	<p>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.</p>
Entry surveys	15.3	<p>The managers may, as a condition of acceptance or renewal of entry in the club, appoint a surveyor to inspect an applicant’s or member’s unit. In the light of such survey, the managers may decline the application, refuse to renew the entry or impose conditions on the terms of entry as they see fit.</p>
Routine or claim surveys and reviews	15.4	<p>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 inspect the unit or undertake a review of the member’s operations within a specified period. If the unit is not made available for survey, or 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 unless the board otherwise determines.</p>

Surveys following lay-up

15.5 In the event that a member has laid the unit up for more than 90 consecutive days he must, unless otherwise agreed by the managers, notify them of his intention to operate the unit at least seven days before she resumes operating. The managers may then require the member to have the unit inspected by a surveyor appointed by them. In the event that the member does not notify the club of his intention to operate the unit, no claim for recovery will be allowed unless the board otherwise determines.

Effect on terms of entry

15.6 In the light of a survey or review the managers may:

- (1)** terminate the member's entry; 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 survey or review must be carried out within the time specified by, and to the satisfaction of, the managers and no recovery shall be allowed in respect of any incident arising after any such recommendations have been made until they have been complied with to the satisfaction of the managers, unless the board otherwise determines.



SECTION J: PERIOD OF INSURANCE

Policy year	16.1	Unless otherwise agreed at the time of entry or set out in these rules, the insurance provided by the club begins at the time stated in the member's certificate of entry, and continues until noon GMT on the following 20 February, and thereafter, unless terminated in accordance with these rules, from policy year to policy year.
	16.2	If a member does not wish to continue the insurance in respect of the unit he must give notice in writing to the managers not later than 30 days before the expiry of the period of insurance.
	16.3	The unit 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 unit, at any time and without giving any reason: <ol style="list-style-type: none">(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.
	16.5	A member is only liable for premium in respect of the unit for the current policy year pro-rata for the period from the time stated in the member's certificate of entry until noon GMT: <ol style="list-style-type: none">(1) on the day ownership was legally transferred; or(2) on the day the unit 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.
Pro-rata premium	17.1	A member shall cease to be insured by the club in respect of any and all units and ships entered by him if: <ol style="list-style-type: none">(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 unit entered by him if: <ol style="list-style-type: none">(1) he sells or assigns the whole or any part of his interest in the unit, unless the managers have agreed to such assignment and to an assignment of the relevant insurance by the club pursuant to rule 14.1; or(2) the unit becomes, or is accepted by hull underwriters as, an actual or constructive total loss, or there is a compromise reached with hull underwriters, or the managers decide that the unit can be considered or deemed to be an actual or constructive total loss, except as regards liabilities flowing directly from the casualty which gave rise to the actual or constructive loss of the unit, or such later date as the managers may determine; the managers may, however, agree to extend the period of insurance on such terms as they think fit; or
Cessation of insurance		

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

Cancellation of insurance

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

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

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

Effect of cessation of insurance

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

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

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

**Effect of
cancellation
of insurance**

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

SECTION K: PREMIUM

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

SECTION L: GENERAL TERMS AND CONDITIONS

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

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

SECTION M: DEFINITIONS

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

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

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

The club: The Standard Club Europe Ltd.

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

Affiliated or associated charterer: where both the member or a joint entrant and the charterer are under common ownership or the member or a joint entrant or the charterer respectively either 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The unit:

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

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

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

Well: includes wellheads and well control equipment.

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

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

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

References to the masculine gender shall include the feminine gender.

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

References to persons shall include corporations.

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

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

The Standard Club Asia Ltd

Offshore P&I rules

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

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

04

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and Correspondents**

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**Offshore P&I Rules
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Additional Covers



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

Offshore P&I war risks clause 2014

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.
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 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 United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
	4.2	in respect of any unit if it 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 United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;
	5.1.2	requisition either 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:
		(i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
		(ii) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
		(iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
		(iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter,
		other than liabilities arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the unit.
Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion clause	6	This paragraph 6 overrides anything contained in this insurance inconsistent therewith.
	6.1	In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
	6.1.1	any chemical, biological, bio-chemical or electromagnetic weapon;
	6.1.2	the use or operation, as a means for inflicting harm, of any computer virus.
Maintenance of standard hull war risks cover	7	Where the unit is entered by the member as an owner's entry the member will maintain standard hull war risks cover with P&I inclusion clauses attached for not less than the hull value of the unit and this cover will respond only in excess of claims recoverable thereunder.
Deductible	8	The deductible shall be that set out in the member's certificate of entry.
Limit	9	The limit of club cover shall be that set out in the certificate of entry or US\$150 million, any one event or series thereof in the aggregate, whichever is the lesser.

Offshore bio-chemical risks inclusion clause 2014

Cover	1.1	The liability of the member, not being a charterer: <ol style="list-style-type: none">(1) to pay damages, compensation or expenses arising out of crew injury, illness or death (including deviation expenses, repatriation and substitute expenses and shipwreck unemployment indemnity),(2) for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by the club	
	1.2	where such liability is not recoverable under the cover provided by the club for such liabilities and losses as would be covered under the Offshore P&I rules of the club	
	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 <ol style="list-style-type: none">(1) any chemical, biological, bio-chemical or electromagnetic weapon(2) the use or operation, as a means for inflicting harm, of any computer virus,	
	1.4	other than liabilities and losses arising from: <ol style="list-style-type: none">(1) explosives or the methods of the detonation or attachment thereof(2) the use of the unit or its cargo as a means for inflicting harm, unless such cargo is a chemical, biological or bio-chemical weapon(3) the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.	
	Excluded areas	2.1	Unless and to the extent the board may otherwise decide, there shall be no recovery in respect of any liabilities and losses directly or indirectly caused by or contributed to by or arising out of any event within the places or areas or during such period as may be specified from time to time.
		2.2	At any time or times before, or at the commencement of, or during the policy year, the club may by notice to the member change the places or areas and periods specified in paragraph 2.1 from a date and time specified by the club not being less than 24 hours from midnight on the day the notice is given to the member.
	Cancellation	3	Cover may by notice to the member be cancelled by the club from a date and time specified by the managers, not being less than 24 hours from midnight on the day notice of cancellation is given to the member.
	Deductible	4	The deductible shall be that set out in the member's 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\$10 million each unit any one event or series thereof arising from 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 unit with the club, the aggregate recovery in respect of all liabilities and losses arising under such entries shall not exceed the amount stipulated in paragraph 5.1 and the liability of the club under each such entry shall be limited to such proportion of that amount as the claims arising under that entry bear to the aggregate of all such claims recoverable from the club.

Offshore liability extension clause 2014

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

Risks covered 2

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

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

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

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

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

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

Exclusions to paragraph 2.3

There shall be no recovery under paragraph 2.3:

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

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

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

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

Exclusion to paragraph 2.6

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

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

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

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

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

Scope of recovery

4

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

Deductible and limit of cover

5

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

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**Offshore P&I Rules
and Correspondents**

**Oil Spills in the
United States**

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

Charles Taylor P&I Management (Americas), Inc
75 Broad Street, Suite 2505
New York
New York 10004

Tel: +1 212 809 8085
Fax: +1 212 968 1978

After hours:

LeRoy Lambert o: +1 646 753 9020
m: +1 973 444 2683
h: +1 973 378 9243
e: leroy.lambert@ctplc.com

Rebecca Hamra o: +1 646 753 9022
m: +1 646 321 2146
e: rebecca.hamra@ctplc.com

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

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**Offshore P&I Rules
and Correspondents**

**Maps and
Correspondents**



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

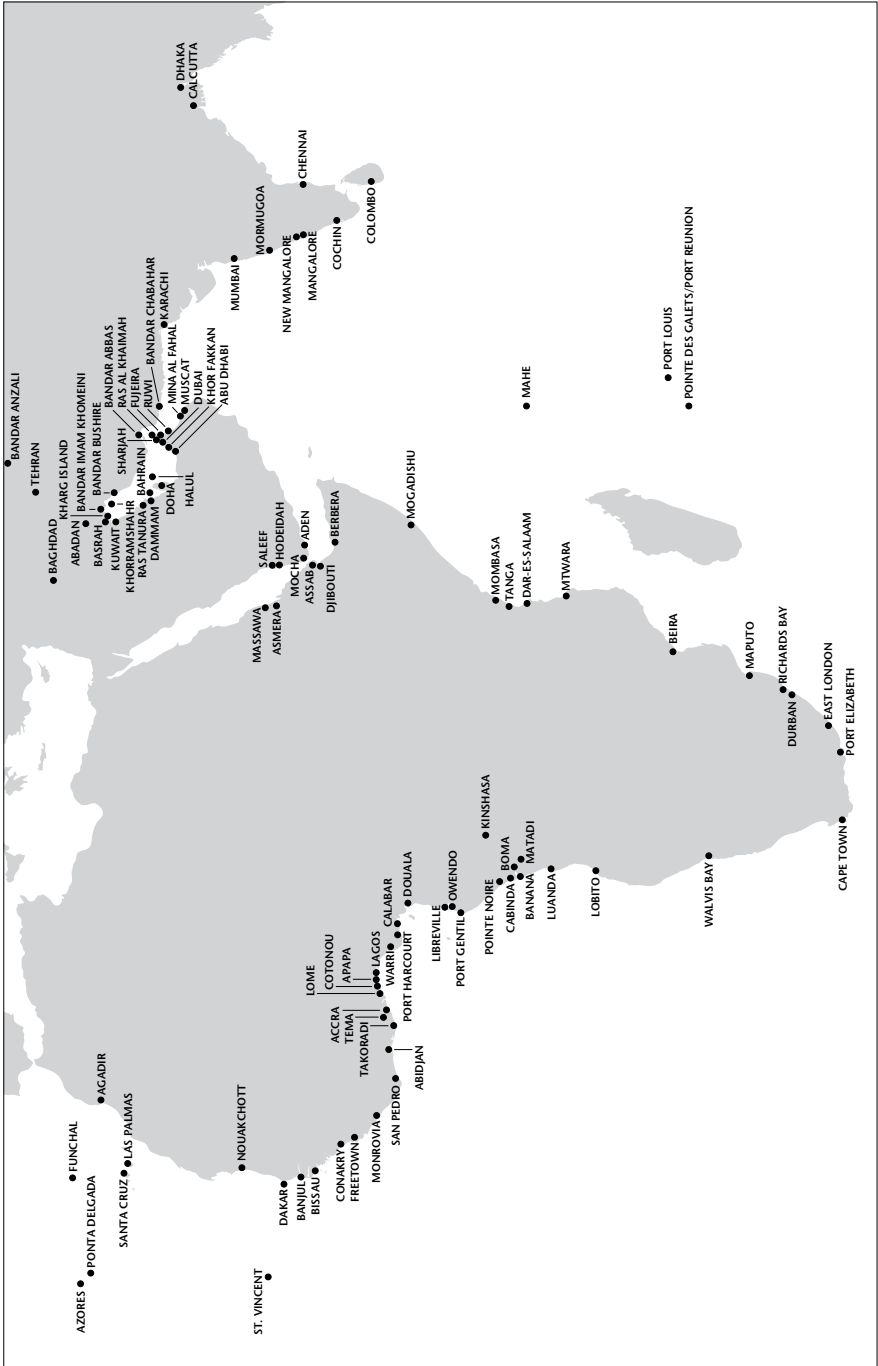
www.standard-club.com

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.

+44 79 3211 3573



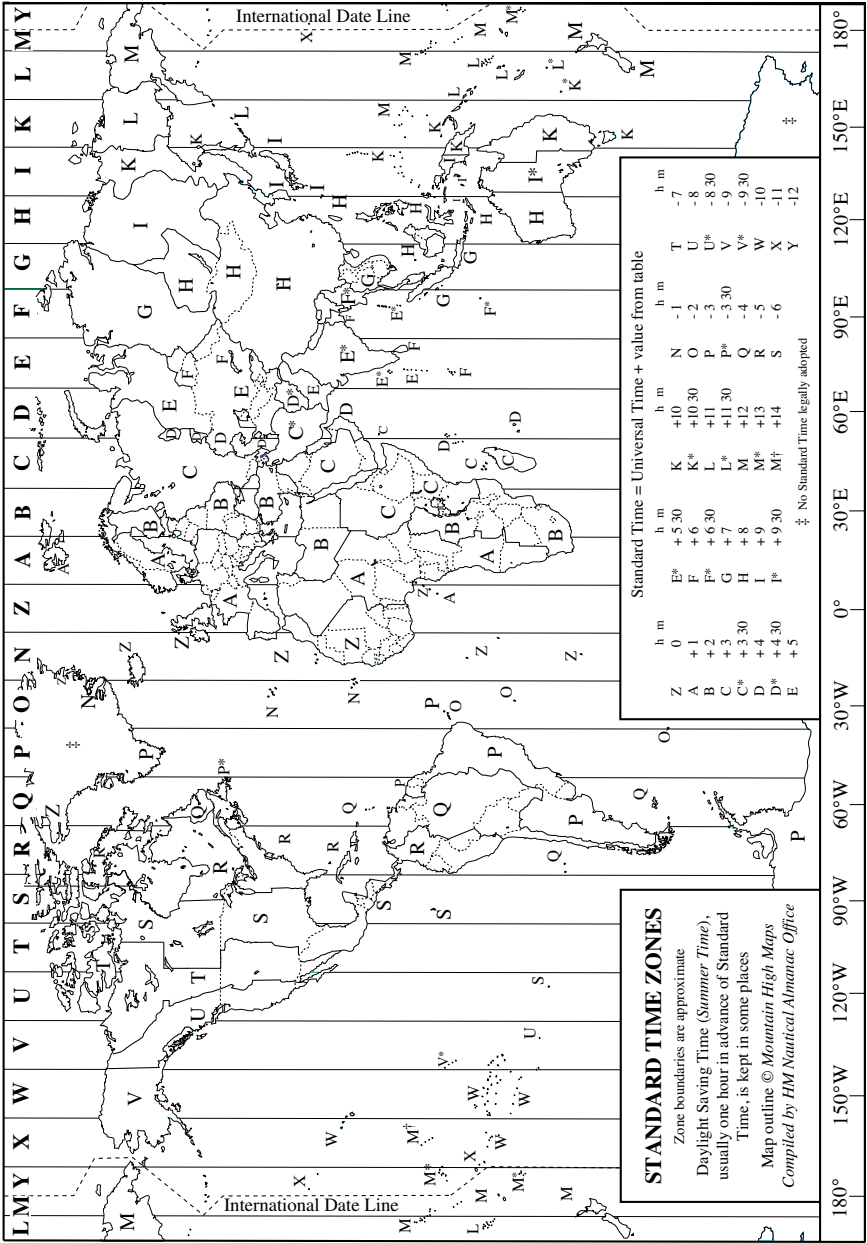








WORLD MAP OF TIME ZONES



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Albania					
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Algeria		Barbados		George Town, Grand Cayman	103
Algiers	66	Barbados, West Indies	73	Chile	
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AAHEIM Norway

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AALBORG Denmark

See Copenhagen

AARHUS Denmark

See Copenhagen

ABADAN Iran

See Tehran

ABERDEEN United Kingdom

See Glasgow

ABIDJAN Ivory Coast

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
E-mail: tci-abidjan@tci-africa.com
Website: www.elvedtosullivan.com

Contact: **Capt. T. Dosso** +225 07 051 527 (Mobile)
Dr R. Soglo +33 613 380 965 (Mobile)
Mr R. Kohou-Bi +225 07 075 603 (Mobile)

In case of difficulty, contact Managers Elvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.elvedtosullivan.com for full details of emergency contact numbers. Please copy correspondence to TCI Dakar: tci-dakar@tci-africa.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
E-mail: budd.cote-ivoire@budd-pni.com

Contact: **Mr M. Bebga** +225 07 620 988 (Mobile)
michel.bebga@budd-pni.com
Mr K. N'da N'guessan +225 04 706 310 (Mobile)
kouame.nda@budd-pni.com
Mr A. K. Kouassi +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 e-mails to general.marseille@budd-pni.com

ABU DHABI United Arab Emirates

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
E-mail: claims.abudhabi@gac.com
Website: www.gac.com

Contact: **Mr D. Gopal** +971 50 614 9687 (Mobile)
das.gopal@gac.com
Capt. P. Johannisson +971 50 668 8169 (Mobile)
per.johannisson@gac.com
Mr J. Jerry +971 56 616 8021 (Mobile)
joseph.jerry@gac.com
Mr R. Knowles +971 50 624 1802 (Mobile)
ronnie.knowles@gac.com

ACAJUTLA El Salvador

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
E-mail: vanhelden@servimares.com

Contact:	Ms C. Van Helden	+503 7854 5620 (Mobile) +503 2273 5116 (Home) ccvhp88@hotmail.com
	Mr R. Arguello	+503 7069 9690 (Mobile) raf@servimares.com

MCA – El Salvador

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

Contact:	Mr M. Guillen	+503 7853 4140 (Mobile)
	Mr G. Polio	+503 7850 1160 (Mobile)
	Mr J. Vides	+503 7744 9241 (Mobile)

In case of difficulty, please contact the New Orleans office: +1 504 390 151
e-mail: cayestas@maritime-claims.com

ACAPULCO Mexico

See Mexico City

ACCRA Ghana

See Tema

ADELAIDE Australia

Bayside Shipping Services Pty Ltd.

See Sydney

Wallmans 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 I. Maitland	+61 407 297 067 (Mobile) ian.maitland@wallmans.com.au
	Mr S. Lumsden	+61 403 069 812 (Mobile) scott.lumsden@wallmans.com.au
	Mr S. Dickinson	+61 414 456 474 (Mobile) stephen.dickinson@wallmans.com.au

ADEN Yemen, Republic of

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
E-mail: yemen@gac.com
Website: www.gac.com

Contact: **Mr H. Al Saqaf** +967 777 176 131 (Mobile)
hisham.saqaf@gac.com

Mr H. Ebrahim +967 777 176 133 (Mobile)
hisham.saqaf@gac.com

The Hodeidah Shipping & Transport Company Ltd.

Telephone: +967 2 246 010
Facsimile: +967 2 246 013
Address: P.O. Box 5106, Ma'alla, Main Road, Aden, Republic of Yemen
E-mail: pni-aden@hodship.aden.com.ye
Website: www.hodship.aden.com.ye

Contact: **Mr N. Chevriot** +967 733 762 001 (Mobile)
+967 2 240 883 (Home)

Capt. A. Ali +967 733 762 504 (Mobile)
+967 2 203 237 (Home)
capt.aliahmed@yemen.net.ye

AGADIR Morocco

See Casablanca

AJACCIO Corsica

See Marseille

ALBANY Australia

See Perth

ALEXANDRIA Egypt

Eldib Pandi

Telephone: +20 3 486 7776
Facsimile: +20 3 481 5600
Address: Investment Building, 4th Floor, Office No. 12, Alexandria Port,
Gate No. 14, Alexandria, 21534, Egypt
E-mail: mail@eldibpandi.com
Website: www.eldibpandi.com

Contact: **Mr A. Fahmy** +20 12 2214 3213 (Mobile)
+20 3 484 6509 (Home)
abdelhamid.fahmy@eldibpandi.com

Mr A. Metwally +20 12 2327 3624 (Mobile)
+20 3 545 6154 (Home)
ahmed.metwally@eldibpandi.com

Ms N. Eldib +20 10 0188 4433 (Mobile)
+20 3 392 6000 (Home)
nada.eldib@eldibpandi.com

24 hours phone number: +20 12 2327 3620. Alternative phone number: +20 3 496 1000

Middle East Survey and Control Office (MESCO)

Telephone: +20 3 485 4001
Facsimile: +20 3 487 4435
Address: 7 Saad Zaghloul Square, Alexandria, Egypt
E-mail: mesco@mescoalex.com
Website: www.mescoalex.com

Contact: **Mr A. El Sabbagh** +20 12 2213 0799 (Mobile)
ashraf.sabbagh@mescoalex.com

Mr I. Hamza +20 12 2319 9155 (Mobile)
ibrahim.hamza@mescoalex.com

Mr R. Farouk +20 10 0091 6071 (Mobile)
+20 3 583 0882 (Home)
rehab.farouk@mescoalex.com

Mr A. El Sabbagh +20 12 2234 7950 (Mobile)
+20 3 484 3292 (Home)
alaa.sabbagh@mescoalex.com

ALGECIRAS Spain

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
E-mail: info@marinsur.com
Website: www.marinsur.com

Contact: **Mr F. Patino** +34 609 83 15 82 (Mobile)
fpatino@marinsur.com

Capt. J. Colomina +34 609 83 15 92 (Mobile)
jcolomina@marinsur.com

ALGIERS Algeria

"Seamar" Societe d'Etudes Juridiques

Telephone: +213 23 57 32 53
Facsimile: +213 23 57 32 52
Address: Residence Des 102 Logts Tour Sidi Yahia, Cage A BT 01 Logt, N.9 Saïd Hamdine, Bir Mourad Raïs, Algiers, Algeria
E-mail: seamar99@yahoo.fr
Contact: **Mr R. Francis** +213 661 535 209 (Mobile)
+213 23 69 10 61 (Home)

Alternative phone number: +213 23 57 32 54

ALICANTE Spain

See Valencia

ALMA-ATA Kazakhstan

CIS Pandi Services

Telephone: +7 727 274 4025
Facsimile: +7 727 391 2334
Address: Baisheva Street, Building 3A, Office 18, Alma-Ata, 050002, Kazakhstan
E-mail: almaty@cispandi.com
Contact: **Ms A. Khassanova** +7 701 764 0515 (Mobile)

Alternative phone number: +7 727 397 7358

ALMANAMAH Bahrain

See Sitra

ALMERIA Spain

Hijo De Alfredo Rodriguez Ltda.

Telephone: +34 950 24 30 44
Facsimile: +34 950 23 49 06
Address: Muelle Ribera-Poniente, S/N, Nave de J. Ronco & Cia, S.L., Puerto de Almeria, Almeria, 04002, Spain
E-mail: info@alfredorodriguez.es
Website: www.alfredorodriguez.es
Contact: **Mr L. Durban** luisdurban@alfredorodriguez.es

ALTAMIRA Mexico

See Mexico City

AMMAN Jordan

Telstar Maritime Agencies (Jordan) Plc

Telephone: +962 6 462 4104
Facsimile: +962 6 464 0168
Address: P.O. Box 194, Amman, 1118, Jordan
E-mail: amman@telstarmaritime.com
Contact: **Mr S. A. Khreino** +962 6 816 367 (Home)
akhreino@telstarmaritime.com

AMSTERDAM Netherlands

DUPI Amsterdam B.V.

Telephone: +31 20 681 4692
Facsimile: +31 20 681 6198
Address: Zekeringstraat 36A, Amsterdam, 1014 BS, Netherlands
E-mail: amsterdam@dupi.nl
Website: www.dupi.com
Contact: **Mr N. van der Noll** +31 6 53 400 739 (Mobile)

ANCHORAGE Alaska, U.S.A.

Keesal Young & Logan (Lawyers)

Telephone: +1 907 279 9696
Facsimile: +1 907 279 4239
Address: 1029 West Third Avenue, 6th Floor, Suite 650, Anchorage,
Alaska, 99501-1954, United States of America
E-mail: bert.ray@kyl.com
Website: www.kyl.com

Contact:	Mr D. R. Davis	+1 907 229 4218 (Mobile) +1 907 346 3579 (Home) doug.davis@kyl.com
	Mr H. H. Ray Jr	+1 907 229 4217 (Mobile) +1 907 272 2543 (Home) bert.ray@kyl.com

ANCONA Italy

Radonicich Insurance Services Srl

Telephone: +39 071 501 011
Facsimile: +39 071 56 752
Address: Via E Cialdini 57, P.O. Box 382, Ancona, 60122, Italy
E-mail: radinsur@yahoo.it

Contact:	Mr A. Archibugi	+39 335 715 6149 (Mobile) +39 071 36 082 (Home)
	Ms N. Fabbietti	+39 333 784 3570 (Mobile)

Mauro Consultants S.r.l.

Telephone: +39 071 286 8083
Facsimile: +39 071 250 9914
Address: Via Primo Maggio 150/B, Ancona, 60131, Italy
E-mail: info@mauc.it
Website: www.mauroconsultants.it

Contact:	Ms L. Innocenti	+39 338 299 9835 (Mobile)
	Mr M. Mauro	+39 348 56 00 688 (Mobile)

ANNABA Algeria

See Algiers

ANTOFAGASTA Chile

See Valparaiso

ANTWERP Belgium

DUPI Antwerp N.V.

Telephone:	+32 3 206 0050	
Facsimile:	+32 3 206 0059	
Address:	Frankrijklei 33 b.2, Antwerp, 2000, Belgium	
E-mail:	antwerp@dupi.com	
Website:	www.dupi.com	
Contact:	Capt. Jean-Louis Tack	+32 475 745 445 (Mobile) jean-louis.tack@dupi.com
	Mrs M. Lardot	+32 478 989 806 (Mobile) +32 3 663 0023 (Home) monique.lardot@dupi.com
	Mrs S. Van Wijnendaele	+32 473 755 923 (Mobile) sophie.van.wijnendaele@dupi.com

Langlois & Co N.V.

Telephone:	+32 3 225 0655	
Facsimile:	+32 3 232 8824	
Address:	Frankrijklei 115, Antwerp, 2000, Belgium	
E-mail:	mail@langlois.be	
Website:	www.langlois.be	
Contact:	Mr K. Van Coppennolle	+32 475 719 560 (Mobile) kurt.vancoppennolle@langlois.be

APAPA Nigeria

See Lagos

AQABA Jordan

Telstar Maritime Agencies (Jordan) Plc

Telephone:	+962 3 2013 678	
Facsimile:	+962 3 2012 679	
Address:	P.O. Box 8, Aqaba, Jordan	
E-mail:	aqaba@telstarmaritime.com	
Contact:	Mr T. Zeid	+962 3 314 730 (Home)
	Mr T. Odeh	+962 3 314 268 (Home)

ARACUJA Brazil

See Recife

ARICA Chile

See Valparaiso

ARKHANGELSK Russia

Ships & People

Telephone:	+7 8182 272 440	
Facsimile:	+7 8182 620 334	
Address:	Office 89, 31/2 Voronina Street, Archangel, 163057, Russia	
E-mail:	archangel@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)

ARUBA Aruba

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

Telephone: +297 582 4124
Facsimile: +297 582 5988
Address: Frankrijkstraat 1, P.O. Box 533, Oranjestad, Aruba
E-mail: anveder@setarnet.aw
Contact: **Mr H. Bronswinkel** +297 593 0973 (Home)

ASHDOD Israel

M. Dizengoff & Co. Ltd.

Telephone: +972 8 856 5779
Facsimile: +972 8 856 4931
Address: P.O. Box 4092, Port Area, Ashdod, 77190, Israel
E-mail: ash@dizrep.co.il
Website: www.dizrep.com
Contact: **Mr R. Benjamin** +972 527 283 848 (Mobile)
ronen@dizrep.co.il

ASMARA Eritrea

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
E-mail: multincar@gemel.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 +882 162 144 6184 (Mobile)
+291 1 552 002 (Home)

ASSAB Eritrea

See Asmara

ASUNCION Paraguay

See Montevideo

AUCKLAND New Zealand

P&I Services Ltd.

Telephone: +64 9 303 1900
Facsimile: +64 9 308 9204
Address: 2 Commerce Street, Floor 11, P.O. Box 437, Auckland, 1140,
New Zealand
Contact: **Mr N. Wheeler** +64 274 921 975 (Mobile)
neil.wheeler@pandinz.co.nz
Mr A. Irving +64 274 455 396 (Mobile)
alstair.irving@pandinz.co.nz

AUGUSTA Italy

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
E-mail: garbutt@carboymessina.com
Contact: **Mr S. Garbutt** +39 347 330 4042 (Mobile)
+39 090 393 034 (Home)

Tagliavia & Co. S.r.l.

Telephone: +39 091 587 377
Facsimile: +39 091 322 435
Address: Via Principe Umberto 104, Augusta, 96011, Italy
E-mail: info@tagliaviapandi.it
Website: www.tagliaviapandi.it
Contact: **Mrs A. Rowell** +39 348 601 7621 (Mobile)
ann.rowell@tagliaviapandi.it
Mr G. Tagliavia +39 348 601 7625 (Mobile)
gaetano.tagliavia@tagliaviapandi.it
Ms G. Tagliavia +39 339 808 9130 (Mobile)
giulia.argano@tagliaviapandi.it

AVEIRO Portugal

See Leixoes

AVILES Spain

See Gijon

AZORES Portugal

See Ponta Delgada

BAGHDAD Iraq

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
E-mail: sadiqaljashamy@yahoo.com
Contact: **Mr B. Aljashamy** +964 1 790 319 5278 (Mobile)

BAHIA BLANCA Argentina

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

Telephone: +54 291 457 3080
Facsimile: +54 291 457 3072
Address: Grecia 13, 8103 Ingeniero White, PO. Box 18, Bahia Blanca, 8000, Argentina
E-mail: survey@walsh.com.ar
Website: www.walsh.com.ar
Contact: **Mr H. Heiling** +54 9291 571 5632 (Mobile)
+54 291 451 5423 (Home)
heiling@walsh.com.ar
Mr E. Heiling +54 9291 571 2627 (Mobile)
ericheiling@walsh.com.ar

BAHRAIN Bahrain**Inchcape Shipping Services
W.L.L.**

Telephone: +973 1782 1159
 Facsimile: +973 1772 0974
 Address: P.O. Box 828, Mahooz, Manama, Bahrain
 E-mail: pandi.bahrain@iss-shipping.com
 Website: www.ISS-Shipping.com

Contact: **Mr V. Madasseri** +973 3940 7163 (Mobile)
 m.vinod@iss-shipping.com

Mr K. Ulrich +973 3960 3951 (Mobile)
 kim.ulrich@iss-shipping.com

**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
 E-mail: claims.bahrain@gac.com

Contact: **Mr A. Kumar** +973 396 70005 (Mobile)
 anil.kumar@gac.com

Mr H. Menon +973 396 90156 (Mobile)
 harisankar.menon@gac.com

Mr J. Godson +973 396 78895 (Mobile)
 joseph.godson@gac.com

Mr M. Leijonberg +973 383 79030 (Mobile)
 mikael.leijonberg@gac.com

BAIE COMEAU Canada

See Quebec

BAKU Azerbaijan**Akaya Co. Ltd.**

Telephone: +994 12 4329 721
 Facsimile: +994 12 4323 114
 Address: S. Mehdiyev 93, "Azerqartikinti" Binasi, 9 cu Mertebe, Baku,
 1141, Azerbaijan
 E-mail: baku@akayasurvey.com
 Website: www.akayasurvey.com

Contact: **Mr S. Erdogan** +90 533 6221 199 (Mobile)

In case of difficulty contact liaison office in Istanbul: +90 212 472 5600,
 Mr E. Erdebil +90 533 2598 768

BALBOA, Republic of Panama

See Cristobal

BALTIMORE Maryland, U.S.A.**Charles Taylor P&I
Management (Americas),
Inc**

See New York

**Ober Kaler Grimes & Shriver
(Lawyers)**

Telephone: +1 410 685 1120
 Facsimile: +1 410 547 0699
 Address: 100 Light Street, Baltimore, Maryland, 21202,
 United States of America
 E-mail: info@ober.com
 Website: www.ober.com

Contact: **Mr M. Whitman** +1 410 370 0680 (Mobile)
 mhwhitman@ober.com

Mr G. S. Tobias +1 410 215 5203 (Mobile)

BANDAR ABBAS Iran

Iran Group of Surveyors

Telephone: +98 761 333 2119
 Facsimile: +98 761 333 3400
 Address: Ghafari Blvd, Lane 8, Tehranchi Complex, Imam, Khomeni St,
 79149, Bandar Abbas, Iran

Contact: **H. Fasejoula** +98 917 361 1782 (Mobile)

Contact via Head Office in Tehran is preferable. Mobile number: +98 912 359 6539 – Ms M. Golavar

BANDAR ANZALI Iran

Iran Group of Surveyors

Telephone: +98 181 322 4648
 Facsimile: +98 181 322 4638
 Address: No. 274, in front of Maskan Bank, Motahhari Avenue, Iran

Contact: **Mr M. Shirinzaban** +98 911 183 4394 (Mobile)

Contact via Head Office in Tehran is preferable. Mobile number: +98 912 359 6539 – Ms M. Golavar

BANDAR BUSHIRE Iran

Iran Group of Surveyors

Telephone: +98 771 252 2201
 Facsimile: +98 771 252 1364
 Address: No. 36 Burazjani Building, Vali-Asr Cross Roads, Bushire, Iran

Contact: **Mr A. Ahmadi** +98 917 171 1867 (Mobile)

Contact via Head Office in Tehran is preferable. Mobile number: +98 912 359 6539 – Ms M. Golavar

BANDAR CHABAHR Iran

Iran Group of Surveyors

Telephone: +98 545 222 2514
 Facsimile: +98 545 222 2514
 Address: Hafez Conjunction, Next to Talaii Supermarket, Iran

Contact: **Mr Ghanavati** +98 915 145 1081 (Mobile)

Contact via Head Office in Tehran is preferable. Mobile number: +98 912 359 6539 – Ms M. Golavar

BANDAR IMAM KHOMEINI Iran

Iran Group of Surveyors

Telephone: +98 651 222 4400
 Facsimile: +98 651 222 4011
 Address: Phase 3, behind the City Main Part, Sarbandar, P.O. Box 194, Iran

Contact: **H. Moezinia** +98 916 151 5328 (Mobile)

P. Pourhasan +98 916 151 5665 (Mobile)

Contact via Head Office in Tehran is preferable. Mobile number: +98 912 359 6539 – Ms M. Golavar

BANIAS Syria

BANGKOK Thailand

Maritime Services
(Bangkok) Limited

Telephone: +662 237 8392
 Facsimile: +662 237 2583
 Address: 285/14-17 Surawongse Road, Kwaeng Suriyawongse,
 Khet Bangrak, Bangkok, 10500, Thailand
 E-mail: maritime@csloxinfo.com

Contact: **Mr H. M. J. Bent** +6681 922 6964 (Mobile)
 +662 752 0747 (Home)
 hmjbent@truemail.co.th

Mr P. Foongkiat +6681 914 4210 (Mobile)
 +662 973 2806 (Home)

BANJUL The Gambia

T.C.I. (Africa)

Telephone: +220 4225 895
Facsimile: +220 4224 733
Address: 43 Buckle Street, P.O. Box 1471, Banjul, Gambia
E-mail: tci-banjul@tci-africa.com
Website: www.eltvedtosullivan.com

Contact: **Mr B. Sagnia** +220 9961 144 (Mobile)
+220 4460 944 (Home)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. Please copy all e-mail correspondence to TCI Dakar: tci-dakar@tci-africa.com

BAR Serbia and Montenegro

Jadroagent Bar

Telephone: +382 30 315 996
Facsimile: +382 30 312 342
Address: Obala 13, Julia 2, Bar, 85000, Montenegro
E-mail: jadroa@jadroagentbar.com

Contact: **Mr D. Radovic** +382 69 379 709 (Mobile)
Ms M. 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
E-mail: samer.strugar@t-com.me
Website: www.samer.com

Contact: **Ms D. Strugar** +382 69 324 583 (Mobile)

BARBADOS West Indies

Cariconsult International Limited

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

Contact: **Mr R. Steer** +1 246 253 6412 (Mobile)
+1 246 423 6551 (Home)

24 hours emergency phone number (all offices): +1 246 231 2196

BARCELONA Spain

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

Telephone: +34 93 268 1853
Facsimile: +34 93 268 9978
Address: c/o Jonqueres 18, 8° B, Barcelona, 08003, Spain
E-mail: barcelona@pandihispania.com
Website: www.pandihispania.com

Contact: **Mr J. Mckinnell** +34 670 458 646 (Mobile)
james.mckinnell@pandihispania.com
Mrs R. Velasco +34 670 458 642 (Mobile)
rosana.velasco@pandihispania.com
Ms A. Escanilla +34 637 217 151 (Mobile)

BARI Italy**Nicola Girone Srl**

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

Contact: **Capt. G. De Tullio** +39 335 532 4141 (Mobile)
Capt. F. P. Bavaro +39 333 255 9509 (Mobile)

BARRANQUILLA Colombia**A&A Multiprime**

Telephone: +57 1 5303 529
 Facsimile: +57 1 5182 682
 Address: Carrera 52 No. 76-167 Of. 201, Edificio Atlantic Center, Barranquilla, Colombia
 E-mail: barranquilla@aamultiprime.com
 Website: www.aamultiprime.com

Contact: **Eng. M. Calderon** +57 315 333 5072 (Mobile)
Mr S. Moreno +57 314 284 4799 (Mobile)

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
 E-mail: marventura.mail@marventura.com
 Website: www.marventura.com

Contact: **Mr G. Ruan** +57 315 883 4916 (Mobile)
 gruan@marventura.com

Mr A. Campos +57 315 341 9545 (Mobile)
 acampos@marventura.com

Ms K. Londono +57 316 466 0853 (Mobile)
 klondono@marventura.com

BARROW United Kingdom

See Liverpool

BASRAH Iraq**Sadiq Jaafar & Associates**

Telephone: +964 4061 7618
 Facsimile: +964 4061 4932
 Address: Twiessa Dist., 110 St. 47 H 8, Basrah, Iraq

Contact: **Capt. F. Jabir** +964 780 101 2912 (Mobile)
 +964 4062 3639 (Home)

BASTIA Corsica

See Marseille

BATON ROUGE Louisiana, U.S.A.**Charles Taylor Adjusting**

See Houston

BATUMI Georgia

Vitsan Interservices Ltd.

Telephone: +995 422 223 624
Facsimile: +995 422 223 624
Address: 32/29 Gogebashvili Street, Batumi, 6003, Georgia
E-mail: ofis@vitsanbatumi.com
Website: www.vitsan.com.tr

Contact: **Mr T. Kirtskhalia** +995 5 999 136 67 (Mobile)

All correspondence to Istanbul Office, Mr Selim Bilginis Tel: +90 212 252 0600, Fax: +90 212 249 4434, Mobile: +90 532 211 1248, e-mail: selim@vitsan.com.tr

BAYONNE France

See La Rochelle-Pallice

BEAUMONT Texas, U.S.A.

Charles Taylor Adjusting

See Houston

Stevens Baldo Freeman & Lighty (Lawyers)

Telephone: +1 409 835 5200
Facsimile: +1 409 835 5201
Address: 550 Fannin, Suite 700, Beaumont, Texas, 77701,
United States of America
E-mail: firm@sbf-law.com
Website: www.sbf-law.com

Contact: **Mr D. James** +1 409 227 4304 (Mobile)
djames@sbf-law.com

Mr M. Freeman +1 409 656 9747 (Mobile)
freeman@sbf-law.com

BEIJING China

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
E-mail: pni.bj@huatai-serv.com
Website: www.huataimarine.com

Contact: **Ms H. Shan** +86 13801 187 853 (Mobile)
shanhong@huatai-serv.com

Ms M. He +86 13801 098 591 (Mobile)

24 hours duty phone number: +86 137 0112 5026

BEIRA Mozambique

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
E-mail: pidurban@pandi.co.za

Contact: **Mr P. Walker** +258 82 305 1960 (Mobile)

After office hours: Call Durban mobile duty phone number: +27 83 250 3398.
Please copy all e-mail correspondence to Durban: pidurban@pandi-co.za

BEIRUT Lebanon

Maurice G. Mourcade & Co.

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

Contact:	Mr R. Mourcade	+961 3 621 999 (Mobile)
	Mrs M. Doueih	+961 76 325 615 (Mobile)
	Mr A. Dakessian	+961 3 325 615 (Mobile)

24 hours emergency phone number: +961 3 622 244

Baroudi & Associates

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
E-mail: baroudi@baroudilegal.com
Website: www.baroudilegal.com

Contact:	Mr S. Baroudi	+961 3 601 009 (Mobile) samir.baroudi@baroudilegal.com
	Mr J. Baroudi	+961 3 323 252 (Mobile) jean.baroudi@baroudilegal.com

BELEM Brazil

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
E-mail: wilpandi@williams.com.br

Contact:	Mr M. Williams Neto	+55 91 222 4973
----------	----------------------------	-----------------

Please contact Recife for after office hours number

BENGHAZI Libya

Shtewi Legal & Pandi Services

See Tripoli

BERBERA Somalia

Omer Ali Dualeh & Co.

Telephone: +252 751 2085
Facsimile: +252 274 0186
Address: Commercial Street, P.O. Box 144, Berbera, Somalia
E-mail: omaarco@yahoo.com

Contact:	Mr A. Ali	+252 2442 7016 (Mobile)
	Mr O. Ibrahim	+252 2444 6096 (Mobile)
	Mr O. Ali Dualeh	+966 50 335 0639 (Mobile)

In case of difficulty contact Jeddah office: +966 2 698 4296. After office hours: +966 50 335 0639. All mail to the following address: c/o P.O. Box 3050, Jeddah 21471 Saudia Arabia

BERGEN Norway

Fjeld Consultant AS

Telephone:	+47 5559 7900	
Facsimile:	+47 5559 7901	
Address:	Dokkeskjaerskaien Skur 23, Bergen, 5006, Norway	
E-mail:	fc@fjeld-consultant.no	
Website:	www.fjeld-consultant.no	
Contact:	Mr J. Herland	+47 906 16978 (Mobile) jostein.herland@fjeld-consultant.no
	Mr E. Vellinga	+47 948 76088 (Mobile) erik.vellinga@fjeld-consultant.no
	Mr J. I. Haukeland	+47 907 65029 (Mobile) jan.inge.haukeland@fjeld-consultant.no
	Capt. B. Fjeld	+47 900 23117 (Mobile)
	Mr J. Terwindt	+47 944 99195 (Mobile)

BILBAO Spain

Bereincua Hermanos S.L.

Telephone:	+34 94 435 4530	
Facsimile:	+34 94 435 4538	
Address:	Alda. Mazarredo 9, 1st Floor, Bilbao, 48001, Spain	
E-mail:	bereincua@bereincua.com	
Website:	www.bereincua.com	
Contact:	Capt. J. Apraiz	+34 659 948 460 (Mobile) j.apraiz@bereincua.com
	Ms I. Zorriquetta	+34 620 741 044 (Mobile) i.zorriquetta@bereincua.com
	Mr J. Bereincua	+34 686 410 873 (Mobile) j.bereincua@bereincua.com

Agencia Maritima Artiach Zuazaga S.L.

Telephone:	+34 94 423 6661	
Facsimile:	+34 94 423 7973	
Address:	Campo Volantin, 24 Pral, P.O. Box 578, Bilbao, 48007, Spain	
E-mail:	amazsa@amazsa.com	
Website:	www.amazsa.com	
Contact:	Mr S. Sainz	+34 609 425 566 (Mobile)
	Mr A. Arrese	+34 699 983 072 (Mobile)
	Mr J. Castillo	+34 699 983 073 (Mobile)

BINTULU Sarawak Malaysia

Harrisons Trading (Sarawak) Sdn. Bhd.

Telephone:	+60 86 318 928	
Facsimile:	+60 86 318 911	
Address:	1st & 2nd Floor, Lot No. 1065, Kemena Commercial Centre, Jalan Tanjong Batu, Bintulu, Sarawak, 97007, Malaysia	
E-mail:	htbtush@harrisons.com.my	
Contact:	Mr Y. H. Guan	+60 19 851 3628 (Mobile) +60 86 269 848 (Home)

All correspondence to Kota Kinabalu

BISSAU Guinea-Bissau

T.C.I. (Africa)

Telephone: +245 3 207 454
Facsimile: +245 3 205 897
Address: P.O. Box 410 Bissau Codex, Bissau, Guinea Bissau
E-mail: mail@eltvedtosullivan.com
Website: www.eltvedtosullivan.com
Contact: **Mr F. Tavares** +245 6 916 238 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. Please copy all e-mail correspondence to T.C.I. Dakar: tci-dakar@tci-africa.com

BIZERTE Tunisia

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
E-mail: pdg@tipic.com.tn
Website: www.tipic.com.tn
Contact: **Mr M. Mejri** +216 98 346 743 (Mobile)
+216 72 532 992 (Home)
makram.mejri@tipic.com.tn
Capt. K. Chalghaf +216 98 321 572 (Mobile)
+216 70 726 020 (Home)

BLUEFIELDS Nicaragua

See Corinto

BLUFF New Zealand

P & I Services Ltd.

See Auckland

BOGOTA Colombia

A&A Multiprime

Telephone: +57 1 530 3529
Facsimile: +57 1 218 2682
Address: Carrera 11 No. 82-38, Of. 203, Bogota, Colombia
E-mail: bogota@aamultiprime.com
Website: www.aamultiprime.com
Contact: **Ms A. Gast** +57 315 333 5072 (Mobile)
Mr S. Moreno-Andrade +57 314 284 4799 (Mobile)

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
E-mail: marventura.mail@marventura.com
Website: www.marventura.com
Contact: **Mr G. Ruan** +57 315 883 4916 (Mobile)
gruan@marventura.com
Mr A. Campos +57 315 341 9545 (Mobile)
acampos@marventura.com
Ms K. Londono +57 316 466 0853 (Mobile)
klondono@marventura.com

BOMA Congo, Democratic Republic of

See Kinshasa

BONAIRE Curacao

See Willemstad

BORDEAUX France

McLeans

See La Rochelle-Pallice

BOSTON Mass., U.S.A.

**Charles Taylor P&I
Management (Americas),
Inc**

See New York

**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	
E-mail:	c&m@clinmuzyka.com	
Website:	www.clinmuzyka.com	
Contact:	Mr T. Muzyka	+1 617 233 3472 (Mobile) tmuzyka@clinmuzyka.com
	Mr R. Collins	+1 401 862 1247 (Mobile) rcollins@clinmuzyka.com

BOULOGNE France

Philippe Demonchy

Telephone:	+33 3 2130 4615	
Facsimile:	+33 3 2183 5024	
Address:	Quai de l'Europe, P.O. Box 373 Le Portell, Boulogne, 62205, France	
Contact:	Mr P. Demonchy	+33 6 6005 4615 (Mobile)
	Mr D. Secquepee	+33 3 2183 0125 (Home)

BOURGAS Bulgaria

Kalimbassieris Maritime

Telephone:	+359 56 84 04 42	
Facsimile:	+359 56 84 04 43	
Address:	33 Tsarigradska Street, Bourgas, 8000, Bulgaria	
E-mail:	bourgas@kalimbassieris.com	
Website:	www.kalimbassieris.com	
Contact:	Mr Y. Mladenov	+359 888 32 13 84 (Mobile)
	Mr S. Zagorchev	+359 888 63 61 86 (Mobile)

24 hours emergency phone number: +30 694 45 41 622

Omur Marine Ltd.

Telephone:	+359 56 81 23 40	
Facsimile:	+359 56 81 23 41	
Address:	124 Sheynovo Str., Et.2, Bourgas, 8000, Bulgaria	
E-mail:	omurmarineltd@omurmarineltd.com	
Contact:	Mr S. A. Slavov	+359 885 40 56 76 (Mobile)

BRAILA Romania

See Bucharest

BRAKE Germany

See Bremen

BREMEN Germany

Pandi Services J & K Brons GmbH

Telephone: +49 421 308 8870
Facsimile: +49 421 308 8732
Address: Otto-Lilienthal-Strasse 29, Bremen, 28199, Germany
E-mail: corresp@pandi.de

Contact:	Mr R. J. Hermes	+49 171 885 7940 (Mobile) +49 421 602 8534 (Home)
	Mr H. J. Schmude	+49 171 885 7941 (Mobile) +49 421 4206 7975 (Home)
	Mr U. Thalmann	+49 171 885 7942 (Mobile) +49 421 4221 3153 (Home)

Claas W. Brons (GmbH & Co.) KG

Telephone: +49 421 320 875
Facsimile: +49 421 324 558
Address: Rembertistrasse 76, Bremen, 28195, Germany
E-mail: bremen@cwbrons.de

Contact:	Mr J. Diepenbroek	+49 421 376 647 (Mobile) jens.diepenbroek@cwbrons.de
----------	--------------------------	---

24 hours emergency phone number: +49 172 430 4119

BREMERHAVEN Germany

See Bremen

BREST France

Les Courtiers Maritimes SARL

Telephone: +33 2 9844 4995
Facsimile: +33 2 9843 3020
Address: 38 Quai de la Douane, Brest, 29200, France
E-mail: brokers@wanadoo.fr

Contact:	Mr Y. Caradec	+33 6 0901 1794 (Mobile)
	Mr M. Le Goff	+33 6 4653 2566 (Mobile)
	Mr G. Leastic	+33 6 1156 2863 (Mobile)

BRINDISI Italy

Il Capitano Cargo Control S.R.L.

Telephone: +39 0831 529 612
Facsimile: +39 0831 529 612
Address: Corso Garibaldi 53, Brindisi, 72100, Italy
E-mail: info@ilcapitanocc.it
Website: www.ilcapitanocc.it

Contact:	Capt. F. Scagliarini	+39 336 825 000 (Mobile)
	Dr L. D. Scagliarini	+39 338 256 1469 (Mobile) luca.scagliarini@ilcapitanocc.it
	Mrs C. Casoar	+39 393 204 281 (Mobile) caterina.casoar@ilcapitanocc.it
	Mr S. Casoar	+39 393 204 2489 (Mobile) s.casoar@libero.it

Studio Mordiglia-Marrazza (Lawyers)

Telephone: +39 0831 523 426
Facsimile: +39 0831 564 185
Address: Via De Terribile No. 4, Brindisi, 72100, Italy
E-mail: mail@mordiglia.it

Contact:	Mr T. Marrazza	+39 348 600 5926 (Mobile)
	Mr A. Mordiglia	+39 335 704 2105 (Mobile)

BRISBANE Australia**Bayside Shipping Services
Pvt Ltd.**

See Sydney

**Thynne & Macartney
(Lawyers)**

Telephone:	+61 7 3231 8888	
Facsimile:	+61 7 3229 0855	
Address:	Level 27, 12 Creek Street, G.P.O. Box 245, Brisbane, Queensland, 4000, Australia	
E-mail:	transport@thymac.com.au	
Website:	www.thymac.com.au	
Contact:	Mr M. Fisher	+61 408 735 653 (Mobile) mfisher@thymac.com.au
	Mr M. Hockaday	+61 422 318 678 (Mobile) mhockaday@thymac.com.au

BROOME Australia

See Sydney

BROWNSVILLE Texas, U.S.A.**Charles Taylor Adjusting**

See Houston

**Royston, Rayzor,
Vickery & Williams
(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	
E-mail:	royston@roystonlaw.com	
Website:	www.roystonlaw.com	
Contact:	Mr K. Uhles	+1 956 831 6667 (Mobile) keith.uhles@roystonlaw.com
	Mr J. Hunter	+1 956 495 5100 (Mobile)
	Mr J. Gonzalez	+1 956 490 3328 (Mobile)
	Mr E. Sikes	+1 956 546 0082 (Mobile)

BRUNSBUTTEL Germany

See Kiel

BRUNSWICK Ga., U.S.A.

See New York

BUCHAREST Romania**Interservices S.A.**

Telephone:	+40 21 321 9235	
Facsimile:	+40 21 326 9235	
Address:	Strada Daniel Barcianu Nr. 4, Bucharest, 030901, Romania	
E-mail:	office@mancas.ro	
Website:	www.mancas.ro	
Contact:	Mrs L. Mancas	+40 722 230 759 (Mobile)
	Mr G. Mancas	+40 722 230 758 (Mobile)
	Mrs M. Dumitru	+40 745 605 364 (Mobile)
	Mr G. Ciutu	+40 744 568 028 (Mobile)

BUENAVENTURA Colombia

A&A Multiprime

Telephone: +57 314 284 4799
Address: Calle 8 No.3-52 Of. 201, Edificio Roldan, Buenaventura, Colombia
E-mail: buenaventura@aamultiprime.com
Website: www.aamultiprime.com
Contact: **Capt. M. A. Caro** +57 310 304 8650 (Mobile)
24 hours emergency phone number: +57 315 333 5072

BUENOS AIRES Argentina

Pandi Liquidadores S.R.L.

Telephone: +54 9 11 4313 3500
Facsimile: +54 9 11 4313 3161
Address: Viamonte 494, 8th Floor, Buenos Aires, C1053ABJ, Argentina
E-mail: pandi@pandi.com.ar
Contact: **Mr A. Trigub** +54 9 11 4449 1450 (Mobile)
alberto.trigub@pandi.com.ar
Mr R. Crisp +54 9 11 3692 7788 (Mobile)
ricardo.crisp@pandi.com.ar

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

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

Telephone: +54 9 11 4311 3011
Facsimile: +54 9 11 4313 7765
Address: 25 De Mayo 489, 5th Floor, Buenos Aires, C1002AB1, Argentina
E-mail: edye@edye.com.ar
Website: www.edye.com.ar
Contact: **Mr F. Ray** +54 9 11 4446 4220 (Mobile)
+54 11 4801 0279 (Home)
fray@edye.com.ar
Mr A. Ray +54 11 4807 5595 (Home)
Dr J. Garcia +54 9 11 6878 5224 (Mobile)
jgarcia@edye.com.ar

BUNBURY Australia

Bayside Shipping Services Pty Ltd.

See Sydney

BUSAN South Korea

Hyopsung Shipping Corporation

Telephone: +82 51 463 6551
Facsimile: +82 51 462 3492
Address: 7th Floor, Yuchang Building, 25-2, 4-ga, Jungang-dong, Jung-gu,
P.O. Box 75, Busan, Republic of Korea
E-mail: mailhead@hyopsung.co.kr
Website: www.hyopsung.co.kr
Contact: **Mr K. W. Ha** +82 10 2699 2491 (Mobile)
+82 51 755 2491 (Home)
Mr S. K. Han +82 10 7220 6848 (Mobile)
Mr Y. B. Kang +82 10 3852 8280 (Mobile)
+82 51 622 4622 (Home)

CALABAR Nigeria

See Port Harcourt

CALAIS France

ASA-Associated Shipping Agencies

Telephone: +33 3 2196 5503
 Facsimile: +33 3 2196 8415
 Address: 12 Boulevard Des Allies, P.O. Box 817, Calais, 62225, France
 E-mail: calais@asalinks.eu
 Website: www.asalinks.eu

Contact:	Mr A. Ravisse	+33 6 0915 5152 (Mobile)
	Mr J. L. Foissey	+33 6 7389 6332 (Mobile)
	Ms B. Ravisse	+33 6 0989 0588 (Mobile)
	Mr P. Dufosse	+33 6 7158 5285 (Mobile)

CALDERA Chile

See Valparaiso

CALLAO Peru

See Lima

CALVI Corsica

See Marseille

CAPE TOWN South Africa

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
 E-mail: pict@pandi.co.za
 Website: www.pandi.co.za

Contact:	Mr G. Hansen	+27 83 283 3493 (Mobile) hanseng@pandi.co.za
	Mr N. Chetty	+27 83 250 3381 (Mobile)
	Capt. A. Reid	+27 83 250 3392 (Mobile) reida@pandi.co.za

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
 E-mail: info@ens.co.za
 Website: www.ens.co.za

Contact:	Mr M. Tucker	+27 82 788 0145 (Mobile) mtucker@ens.co.za
	Ms J. Kaufmann	+27 82 788 0244 (Mobile) jkaufmann@ens.co.za

CARACAS Venezuela

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, Venezuela
E-mail: pandi@pandivzla.com
Website: www.pandivenezuela.com

Contact: **Mr E. Moreno** +58 414 366 2012 (Mobile)
Ms S. G. Morris +58 416 627 1266 (Mobile)
s.morris@pandivzla.com

Venepandi C.A.

Telephone: +58 212 905 6396
Facsimile: +58 212 905 6364
Address: C.C.C.T. Av. Ernesto Blohm, Torre B, Piso 10, Oficina B1001, Chuao 1064, Caracas, Venezuela
E-mail: principal@venepandi.com
Website: www.venepandi.com

Contact: **Capt. F. Villanova** +58 412 222 9494 (Mobile)
francisco.villanova@venepandi.com

24 hours duty telephone number: +58 414 252 9494

CARTAGENA Colombia

A1 Aquamar Pandiservices Ltda.

Telephone: +57 5 664 8796
Facsimile: +57 5 664 8986
Address: Calle de la Inquisicion con, Santa Teresa Esq. 3-04 Piso 2, Cartagena, Colombia
E-mail: aquamarpandi@gmail.com
Website: www.aquamarpandi.com

Contact: **Mr J. Cordoba** +57 315 344 6999 (Mobile)

A&A Multiprime

Telephone: +57 314 284 4799
Address: Edificio Coleseguros Oficina 606, Calle Cochera del Gobernador, Cartagena, Colombia
E-mail: cartagena@aamultiprime.com
Website: www.aamultiprime.com

Contact: **Mr J. Gutierrez** +57 315 333 5072 (Mobile)

CASABLANCA Morocco

"DEFMAR" Societe Maghrebine de Defense Maritime

Telephone: +212 52 245 2525
Facsimile: +212 52 245 0501
Address: Espace Paquet, Suite No.506, Place Nicolas Paquet, Boulevard Mohamed V, Casablanca, 20 000, Morocco
E-mail: somadef@defmar.com
Website: www.defmar.com

Contact: **Mr M. Laazizi** +212 661 463 834 (Mobile)
+212 522 271 629 (Home)
m.laazizi@defmar.com

Mr M. Margaoui +212 661 139 233 (Mobile)
margaoui@defmar.com

Ms K. Rigada +212 663 346 706 (Mobile)
k.rigada@defmar.com

Mr T. Baalla +212 662 695 18 (Mobile)
t.baalla@defmar.com

CATANIA Italy

S.W. Garbutt & Son

Telephone:	+39 090 46977	
Facsimile:	+39 090 51012	
Address:	Zona Industriale, 8A Strada 20/24, Catania, Sicily, 95030, Italy	
E-mail:	garbutt@carbomessina.com	
Contact:	Mr S. Garbutt	+39 347 685 4837 (Mobile)
	Capt. F. Luca	+39 348 476 8551 (Mobile)
		+39 090 222 407 (Home)

Tagliavia & Co. S.r.l.

Telephone:	+39 091 587 377	
Facsimile:	+39 091 322 435	
Address:	Via Cali 39, Catania, Sicily, 95131, Italy	
E-mail:	info@tagliaviapandi.it	
Website:	www.tagliaviapandi.it	
Contact:	Mrs A. Rowell	+39 348 601 7621 (Mobile) ann.rowell@tagliaviapandi.it
	Mr G. Tagliavia	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it
	Ms G. Tagliavia	+39 339 808 9130 (Mobile) giulia.argano@tagliaviapandi.it

CEUTA Spain

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	
E-mail:	centa@maritima-shipping.com	
Contact:	Mr F. Ramos	+34 629 533 276 (Mobile)

CHAMPERICO Guatemala

See Guatemala City

CHANARAL Chile

See Valparaiso

CHARLESTON S.C., U.S.A.

Charles Taylor P&I Management (Americas), Inc

See New York

Womble Carlyle Sandridge & Rice 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	
E-mail:	admiralty@wcsr.com	
Website:	www.wcsr.com	
Contact:	Mr S. Houseal	+1 843 437 6620 (Mobile) shouseal@wcsr.com
	Mr R. Gilsenan	+1 843 847 8003 (Mobile) rgilsenan@wcsr.com
	Mr G. Schreck	+1 843 906 8523 (Mobile) gschreck@wcsr.com

CHENNAI India

James Mackintosh & Co. Pvt. Ltd.

Telephone: +91 44 2847 5871
Facsimile: +91 44 2847 3590
Address: TCR Regnecy Building, Flat A, Ground Floor, 10 Judge
Jumbulingham Road, Myalpure, Chennai, 600 004, India
E-mail: claims.chen@jamesmackintosh.com
Website: www.jamesmackintosh.com

Contact: **Mr R. Krishnamurthy** +91 98 4009 7205 (Mobile)
Mr M. Rao +91 98 4007 5293 (Mobile)
p&i@jamesmackintosh.com

CHERBOURG France

Worms Services Maritimes

Telephone: +33 2 3343 3402
Facsimile: +33 2 3344 0374
Address: 3 Quai Lawton Collins, BP 434, Cherbourg, 50104, France
Website: www.worms-sm.com

Contact: **Mr P. Laplume** +33 6 1186 9057 (Mobile)
pylaplume@leh.worms-sm.fr
Mr P. Doucet +33 6 1197 6070 (Mobile)
p.doucet@leh.worms-sm.fr

CHICAGO III., U.S.A.

Belgrade and O'Donnell (Lawyers)

Telephone: +1 312 422 1700
Facsimile: +1 312 422 1717
Address: 20 North Wacker Drive, Suite 1900 Civic Opera Building, Chicago,
Illinois, 60606, United States of America
Website: www.belgradeodonnelllaw.com

Contact: **Mr S. Belgrade** +1 312 613 1455 (Mobile)
sbelgrade@bodpc.com
Mr J. O'Donnell +1 312 623 4550 (Mobile)
jodonnell@bodpc.com

CHITTAGONG Bangladesh

JF (Bangladesh) Limited

Telephone: +880 31 716 321
Address: Finlay House, 11 Agrabad Commercial Area, Chittagong, 4100,
Bangladesh
E-mail: info@jfbdltd.com
Website: www.jfbdltd.com

Contact: **Mr B. Chowdhury** +880 171 310 1044 (Mobile)
bkc@jfbdltd.com
Mr Md. S. Chowdhury +880 171 316 0081 (Mobile)
salauddin@jfbdltd.com
Mr Md. F. Chowdhury +880 171 310 3133 (Mobile)
fakhrul@jfbdltd.com
Mr T. Sarkar +880 171 310 3411 (Mobile)
tapas@jfbdltd.com

CHRISTCHURCH New Zealand**P & I Services Ltd.**

See Auckland

CIUDAD DEL CARMEN Mexico

See Mexico City

CIVITAVECCHIA Italy

See Livorno

CLEVELAND Ohio, U.S.A.**Ray, Robinson, Carle & Davies, P. L. L**
(Lawyers)

Telephone: +1 216 236 2400
 Facsimile: +1 216 236 2409
 Address: Corporate Plaza II, Suite 300, 6480 Rockside Woods Blvd,
 South Cleveland, Ohio, 44131-2222, United States of America
 E-mail: rayrob@rayrob.com
 Website: www.rayrob.com

Contact: **Mr R. T. Coniam** +1 440 213 1542 (Mobile)
 rconiam@rayrob.com

Ms S. M. Kelly +1 216 235 2161 (Mobile)
 skelly@rayrob.com

Mr G. B. George +1 440 821 1387 (Mobile)
 ggeorge@rayrob.com

COATZACOALCOS Mexico

See Mexico City

COCHIN India**James Mackintosh & Co.**
Pvt. Ltd.

Telephone: +91 484 2667 813
 Facsimile: +91 484 2667 814
 Address: Darragh Smali Centre, XXXIV/469A-II Floor, 2nd Floor, 5th Cross
 Road, Cochin, Willingdon Island, 682 003, India
 E-mail: cochin@jamesmackintosh.com

Contact: **Mr R. William** +91 93 8848 4896 (Mobile)
 rwilliam.cok@jamesmackintosh.com

COLOMBO Sri Lanka**Intermarc Services**

Telephone: +94 11 258 5544
 Facsimile: +94 11 258 5546
 Address: 30/63 Longdon Place, Colombo, 00700, Sri Lanka
 E-mail: intermarc@intermarc.lk

Contact: **Capt. E. Dharmaratne** +94 77 776 0277 (Mobile)
 errol@intermarc.lk

Mr R. Raudeniya +94 77 776 0279 (Mobile)

Mr C. Dharmaratne +94 77 774 8758 (Mobile)
 chanaka@intermarc.lk

CONAKRY Guinea

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

Telephone: +224 64 32 37 02
Address: P.O. Box 5106, Conakry, Guinea
E-mail: tci-conakry@tci-africa.com
Website: www.eltvedtosullivan.com

Contact: **Capt. D. Alpha** +224 60 22 91 43 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. Please copy all correspondence to T.C.I. Dakar: tci-dakar@tci-africa.com

Budd S.A.

Telephone: +224 664 20 93 11
Address: Budd Guinea, P.O. Box 4259, Conakry, Guinea
E-mail: budd.guinee-conakry@budd-pni.com
Website: www.budd-pni.com

Contact: **Mr F. M. Camara** +224 628 255 834 (Mobile)
fode-mario.camara@budd-pni.com

Mr A. Mansare +224 622 435 672 (Mobile)

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

CONSTANTZA Romania

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
E-mail: constantza@mancas.ro

Contact: **Mr L. Badila** +40 745 764 629 (Mobile)

Capt. S. Timofte +40 744 625 379 (Mobile)

Mr G. Tudorache +40 744 656 604 (Mobile)

All correspondence to Bucharest office

COPENHAGEN Denmark

P&I Scandinavia A/S

Telephone: +45 3315 4777
Facsimile: +45 3391 1407
Address: Amaliegade 43, Copenhagen K, 1256, Denmark
E-mail: info@pandiscan.com

Contact: **Mr H. Nissen** +45 3961 1927 (Mobile)
henrik.nissen@pandiscan.com

Mr L. Jensen +45 2675 4780 (Mobile)

leif.jensen@pandiscan.com

Dupi Copenhagen

Telephone: +45 3315 4778
Address: Kvaesthusgade 5 St.th., DK-1251 Copenhagen K, Denmark
E-mail: copenhagen@dupi.com

Contact: **Mr F. Mathiesen** +45 2710 4778 (Mobile)

Mr B. Moreno +45 5117 1719 (Mobile)

COQUIMBO Chile

See Valparaiso

CORINTO Nicaragua**J.L. Griffith Surcrs, S.A.**

Telephone: +505 2278 6394
 Facsimile: +505 2278 6187
 Address: P.O. Box 12, Corinto, Nicaragua
 Website: www.jlgriffith.com

Contact:	Ms G. Griffith	+505 872 22359 (Mobile) ggriffith@jlgriffith.com
	Ms L. Carrion	+505 873 94938 (Mobile) lcarrion@jlgriffith.com
	Mr A. Griffith	+505 872 09596 (Mobile) griffith@alfinsa.com

CORK Ireland**O'Connor Murphy Clune
(Lawyers)**

Telephone: +353 21 427 8380
 Facsimile: +353 21 427 8586
 Address: 26 South Mall, Cork, Eire
 E-mail: info@ocmcsolr.ie

Contact:	Mr J. O'Connor	+353 87 2534 297 (Mobile) jboconnor@ocmcsolr.ie
----------	-----------------------	--

CORPUS CHRISTI Texas, U.S.A.**Charles Taylor Adjusting**

See Houston

**Royston, Rayzor, Vickery &
Williams
(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
 E-mail: royston@roystonlaw.com
 Website: www.roystonlaw.com

Contact:	Mr J. Partridge	+1 361 533 7756 (Mobile) jack.partridge@roystonlaw.com
	Mr C. Lowrance	+1 361 739 8217 (Mobile) chris.lowrance@roystonlaw.com

COTONOU Benin

T.C.I. (Africa)

Telephone: +229 213 113 42
Facsimile: +229 213 118 37
Address: P.O Box 03-1060, Cotonou, Benin
E-mail: tci-cotonou@tci-africa.com
Website: www.eltvedtosullivan.com

Contact:	Mr N. Oumorou	+229 97 880 990 (Mobile)
	Mr E. Gbeda	+229 97 626 576 (Mobile)
	Mr F. Codja	+229 96 570 787 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. Please copy all e-mail correspondence to T.C.I. Dakar: tci-dakar@tci-africa.com

Budd Benin

Telephone: +229 21 318 406
Facsimile: +229 21 318 456
Address: C/ 1756 Avenue Van Vollen Hoven Avlékété, 01 BP 7746, Cotonou, Benin
E-mail: budd.benin@budd-pni.com

Contact:	Mr E. Boula	+229 97 014 371 (Mobile)
		emmanuel.boula@budd-pni.com

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

CRISTOBAL Republic of Panama

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
E-mail: ferniepi@cfernie.com

Contact:	Mr A. Perret	+507 6617 3229 (Mobile)
	Mr J. Blennerhassett	+507 6612 1152 (Mobile)

After hours duty mobile phone number: +507 6614 0554

CROTONE Italy

Tagliavia & Co. S.r.l.

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

Contact:	Mrs A. Rowell	+39 348 601 7621 (Mobile)
		ann.rowell@tagliaviapandi.it
	Ms G. Tagliavia	+39 339 808 9130 (Mobile)
		giulia.argano@tagliaviapandi.it

S.W. Garbutt & Son

See Messina

CUXHAVEN Germany

Claas W. Brons (GmbH & Co.) KG

Telephone: +49 4723 505 516
Facsimile: +49 4723 505 516
Address: Südlanstraße 6, Cuxhaven, 27478, Germany
E-mail: cuxhaven@cubrons.de

Contact:	Capt. J. Feldmann	+49 4723 505 516 (Mobile)
----------	--------------------------	---------------------------

DAKAR Senegal

T.C.I. (Africa)

Telephone: +221 33 849 1399
Facsimile: +221 33 823 5019
Address: 5 Avenue Georges Pompidou, B.P. 2540, Dakar, Senegal
E-mail: tci-dakar@tci-africa.com
Website: www.eltvedtosullivan.com
Contact: **Mr N. Faye** +221 77 332 7215 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers

Budd Senegal

Telephone: +221 33 821 3722
Facsimile: +221 33 821 3911
Address: 4 Rue Mage X Parchappe, 3rd Floor, BP 23048, Dakar, Senegal
E-mail: budd.senegal@budd-pni.com
Website: www.budd-pni.com

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

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

DALIAN China

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
E-mail: pni.d@huatai-serv.com
Website: www.huataimarine.com

Contact: **Capt. T. Lu** +86 139 0985 1192 (Mobile)
Ms X. Zhao +86 139 4208 6293 (Mobile)

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

DAMIETTA Egypt

See Port Said

DAMMAM Saudi Arabia

Mutual Marine Services Al Mushtaraka Ltd.

Telephone: +966 3 826 8326
Facsimile: +966 3 827 5342
Address: Bokhari Commercial Centre, 2nd Floor, Najd Street, P.O. Box 8972, Dammam, Saudi Arabia
E-mail: nizamuddin@mushtaraka.com
Website: www.mushtaraka-iraq.com

Contact: **Mr N. Ahmed** +966 5 0584 0518 (Mobile)
Mr I. Ibrahim +966 5 0680 1565 (Mobile)

DAMPIER Australia

Bayside Shipping Services Pty Ltd.

See Sydney

DAR ES SALAAM Tanzania

Robmarine P&I Services Ltd.

Telephone:	+255 22 2152 112	
Facsimile:	+255 22 2152 112	
Address:	291A Magore Street, Upanga, P.O. Box 9020, Dar es Salaam, Tanzania	
Website:	www.robmarine.com	
Contact:	Mr A. Sutton	+255 754 304 776 (Mobile) alan@robmarine.com
	Mr M. Mshanga	+255 754 304 783 (Mobile) martin@robmarine.com
	Mr E. Thomas	+255 754 317 932 (Mobile) emmanuel@robmarine.com
	Mr J. Mgaya	+255 754 279 638 (Mobile) joseph@robmarine.com

In case of difficulty please contact Robmarine Shipping (Overseas) Ltd: michael@robmarine.com

DARWIN Australia

Bayside Shipping Services Pty Ltd.

See Sydney

DELFIJL Netherlands

DUPI Rotterdam B.V.

See Rotterdam

DETROIT Mich., U.S.A.

Foster, Meadows & Ballard PC (Lawyers)

Telephone:	+1 313 961 3234	
Facsimile:	+1 313 961 6184	
Address:	Shelby Congress Building, 607 Shelby, Seventh Floor, Detroit, Michigan, 48226, United States of America	
E-mail:	fostermeadows@fostermeadows.com	
Website:	www.fostermeadows.com	
Contact:	Mr P. D. Galea	+1 313 570 3417 (Mobile) pgalea@fostermeadows.com
	Mr R. A. Dietz	+1 313 850 6528 (Mobile) rdietz@fostermeadows.com
	Mr M. J. Liddane	+1 313 377 6288 (Mobile) mliddane@fostermeadows.com

DHAKA Bangladesh

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	
E-mail:	dignior@bangla.net	
Contact:	Mr M. Hafizullah	+880 19 340 350 (Mobile) hafizlaw@bdcom.com
	Mr M. Ohiullah	+880 19 237 159 (Mobile)

DIEPPE France

Budd Dieppe

Telephone: +33 2 76 28 6142
Address: 8 rue Antoine Bruneau, Sotteville les Rouen, 76300, France
E-mail: budd.dieppe@budd-pni.com
Contact: **Ms C. Magnier** +33 6 37 037 682 (Mobile)
claudine.magnier@budd-pni.com

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

DJIBOUTI Republic of Djibouti and Issas

GTS/GSK Group

Telephone: +253 21340118
Facsimile: +253 21353294
Address: 9-11 Rue de Geneve, P.O. Box 81, Djibouti, Djibouti
E-mail: gts.djibouti@gsk-group.com
Contact: **Mr S. Fareed** +253 77 83 55 55 (Mobile)
sheik.fareed@gsk-group.com
Mr A. O. Guelleh +253 77 81 18 00 (Mobile)
ahmed.guelleh@gsk-group.com
Capt. P. Datta +253 77 81 07 87 (Mobile)
capt.datta@gsk-group.com
Mr M. Sajid +253 77 73 92 24 (Mobile)
mohamed.sajid@gsk-group.com
Mr M. God +253 77 83 27 04 (Mobile)
mahamoud.daher@gsk-group.com

In case of difficulty contact Inchcape Shipping Services Dubai office: +971 4 303 8593.
E-mail: gopalk@iss-shipping.com

DO BOCAS Mexico

See Mexico City

DOHA Qatar

Gulf Agency Co. Qatar W.L.L.

Telephone: +974 4420 5600
Facsimile: +974 4420 5601
Address: Standard Chartering Building, 6th Floor,
Abdulla Bin Jassim Street, P.O. Box 6534, Doha, Qatar
E-mail: claims.qatar@gac.com
Website: www.gac.com
Contact: **Mr Z. Mathew** +974 5581 9861 (Mobile)
zackaria.mathew@gac.com
Mr S. Jai +974 5553 4278 (Mobile)
sudhir.jai@gac.com
Mr S. Motha +974 5581 0196 (Mobile)
suren.motha@gac.com
Mr A. Pathirana +974 5580 5192 (Mobile)
anil.pathirana@gac.com

DONGES France

Agence Humann & Taconet

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

Contact:	Mr P. Bougro	+33 607 101 481 (Mobile)
	Ms S. Bellot	+33 630 339 886 (Mobile)
	Ms C. Paulet	+33 684 125 380 (Mobile)
	Mr N. Gauthier	+33 684 125 160 (Mobile)

DOUALA Cameroon

Budd Cameroon

Telephone: +237 33 42 7345
Facsimile: +237 33 43 0571
Address: B.P. 4574, Residence Kassap, 82 Boulevard de la Liberte, Douala, Cameroon
E-mail: budd.cameroon@budd-pni.com
Website: www.budd-pni.com

Contact:	Mrs S. Moume	+237 77 789 100 (Mobile) suzanne.moume@budd-pni.com
	Ms L. Leuche	+237 77 600 837 (Mobile) laure.leuche@budd-pni.com

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

T.C.I. (Africa)

Telephone: +237 33 43 94 80
Facsimile: +237 33 43 94 80
Address: P.O. Box 1048, Douala, Cameroon
E-mail: tci-douala@tci-africa.com
Website: www.eltvedtosullivan.com

Contact:	Mr J. Ndona	+237 96 534 481 (Mobile)
	Mr P. Houdjeu	+237 77 118 564 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers contact numbers. Please copy all e-mail correspondence to T.C.I. Dakar: tci-dakar@tci-africa.com

DUBAI United Arab Emirates

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

Contact: **Capt. O. Marayil** +971 56 170 7480 (Mobile)
omprakash.marayil@ctplc.com

Gulf Agency Co. (Dubai) L.L.C.

Telephone: +971 4 881 8090
Facsimile: +971 4 881 8687
Address: P.O. Box 17041, Jebel Ali Free Zone, Dubai, United Arab Emirates
E-mail: claims.dubai@gac.com

Contact: **Ms M. Mathews** +971 50 653 5762 (Mobile)
meena.mathews@gac.com

M. Karunaratne +971 50 652 5428 (Mobile)
manjula.karunaratne@gac.com

Mr G. Zabrovskij +971 56 681 2981 (Mobile)
georgij.zabrovskij@gac.com

Mr G. Mathews +971 50 454 2918 (Mobile)
george.mathews@gac.com

Mr J. Clark +971 56 676 4297 (Mobile)
jonathan.clark@gac.com

DUBLIN Ireland

P&I Shipping Services Ltd.

Telephone: +353 1 45 433750
Facsimile: +353 1 81 32607
Address: P.O. Box 27, Chill Dara Industrial Estate, Newbridge, Co. Kildare,
Eire
E-mail: pandi@sealaw.ie
Website: www.sealaw.ie

Contact: **Ms M. O'Reilly** +353 86 1763281 (Mobile)
maryoreilly@sealaw.ie

Mr S. O'Reilly +353 87 2043411 (Mobile)
sor@sealaw.ie

DUBROVNIK Croatia

See Rijeka

DULUTH Mn., U.S.A.

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
E-mail: receptionist@duluthlaw.com
Website: www.duluthlaw.com

Contact: **Mr J. Ferguson** +1 218 590 3187 (Mobile)
jferguson@duluthlaw.com

DUNEDIN New Zealand

P & I Services Ltd.

See Auckland

DUNKIRK France

Normandy P&I Services

Telephone: +33 3 2829 0675
Facsimile: +33 3 2829 0517
Address: 20, rue l'Hermitte, Dunkerque, 59140, France
E-mail: pandi@dkq.normandyclaims.fr
Contact: **Ms B. Laumier** +33 6 0716 5113 (Mobile)

DURBAN South Africa

P&I Associates (Pty) Ltd.

Telephone: +27 31 368 5050
Facsimile: +27 31 332 4455
Address: 1st Floor, Rennie House, 1 Kingsmead Boulevard, Kingsmead Office Park, Durban, 4001, South Africa
E-mail: pidurban@pandi.co.za
Website: www.pandi.co.za
Contact: **Mr M. Heads** +27 83 453 4899 (Mobile)
headsm@pandi.co.za
Mr R. Evans +27 83 441 5685 (Mobile)
Mr D. Macdonald +27 83 253 0170 (Mobile)
Mr J. Hossack +27 83 303 1549 (Mobile)
Mr B. Elkington +27 83 703 8113 (Mobile)

24 hours emergency phone number: +27 83 250 3398

Shepstone & Wylie (Lawyers)

Telephone: +27 31 575 7000
Facsimile: +27 31 575 7300
Address: 24 Richefond Circle, Ridgeside Office Park, Umhlanga Rocks, Durban, 4319, South Africa
E-mail: pandilaw@wylie.co.za
Website: www.wylie.co.za
Contact: **Mr S. Dwyer** +27 82 443 7653 (Mobile)
dwyer@wylie.co.za
Mr K. Reddy +27 82 443 7654 (Mobile)
reddy@wylie.co.za
Mr Q. Van Der Merwe +27 82 466 5062 (Mobile)
qvdm@wylie.co.za
Mr P. Prinsloo +27 82 453 8819 (Mobile)
prinsloo@wylie.co.za

DURRES Albania

Samer & Misa Sh.p.k. Ltd.

Telephone: +355 52 222236
Facsimile: +355 52 222236
Address: Lagja Nr. 3, Sheshi "LIRIA" EGT Tower, Kati I peste (5th Floor), Durres, Albania
E-mail: samer-misa@samer-misa.com
Website: www.samer.com
Contact: **Mr I. Misa** +355 6820 24704 (Mobile)
ilir.misa@samer-misa.com

EAST LONDON South Africa**P&I Associates (Pty) Ltd.**

See Durban

**Drake, Flemmer & Orsmond
(E.L.) Inc.**
(Lawyers)

Telephone: +27 43 7224210
 Facsimile: +27 43 7221555
 Address: Tewkesbury House, 22 St. James Road, Southernwood,
 P.O. Box 44, East London, 5200, South Africa
 Website: www.drakefo.co.za

Contact: **Mr R. Jardine** +27 83 492 0485 (Mobile)
 richard@drakefo.co.za

EDEN Australia**Bayside Shipping Services
Pty Ltd.**

See Sydney

EEMSHAVEN Netherlands**DUPI Rotterdam B.V.**

See Rotterdam

EILAT Israel

See Haifa

EMDEN Germany**Y. & B. Brons**

Telephone: +49 4921 20177
 Facsimile: +49 4921 33107
 Address: Nesserlander Strasse 5, P.O. Box 1229, Emden, 26692, Germany
 E-mail: yb@brons.de

Contact: **Mr C. Brons** +49 170 476 1023 (Mobile)
Mr J-N. Brons +49 178 562 7667 (Mobile)

ENSENADA Mexico

See Mexico City

ESBJERG Denmark

See Copenhagen

ESPERANCE Australia

See Sydney

FALMOUTH United Kingdom

See Plymouth

FAMAGUSTA Cyprus**Bluemar P&I Services Ltd.**

Telephone: +90 392 36 63008
 Facsimile: +90 392 36 63926
 E-mail: bilgehan-law@superonline.com

Contact: **Mr T. Bilgehan** +90 533 86 11554 (Mobile)
Mr O. Bilgehan +90 392 36 53445 (Mobile)

FELIXSTOWE United Kingdom See Hull

FERNANDINA Fla., U.S.A. See New York

FIGUEIRA DA FOZ Portugal See Leixoes

FLUSHING Netherlands See Rotterdam

FORMIA Italy See Naples

FORT LAUDERDALE Fla., U.S.A.

Charles Taylor P& Management (Americas), Inc See New York

De Leo & Kuylenstierna P.A. (Lawyers) See Miami

FORTALEZA Brazil

Williams Brothers Ltda.
Telephone: +55 85 3246 2744
Facsimile: +55 85 3327 2300
Address: Av. Barao de Studart 2360, Sala 05, Ed. Torre Quixada, Aldeota, Fortaleza, 61120-002, Brazil
E-mail: wilpandi@williams.com.br
Contact: **Mr D. Barcelos** +55 85 9933 0350 (Mobile)
Mr S. Diogenes +55 85 9707 3708 (Mobile)

In case of communication difficulty please contact Recife

Representações Proinde Ltda.
Telephone: +55 85 3266 4068
Facsimile: +55 85 3266 4069
Address: c/o Abacus Representacoes Ltda., Rua Osvaldo Cruz, I Sala 1408, Fortaleza, 60125-150, Brazil
E-mail: proinde.fortaleza@proinde.com.br
Website: www.proinde.com.br
Contact: **Mr J. de Carvalho** +55 21 9982 1630 (Mobile)
+55 21 3226 3554 (Home)

FOS France

McLeans (Fos)
Telephone: +33 4 4205 1070
Facsimile: +33 4 4205 5239
Address: Route d'Aries RN568, 12 Chemin du Guignonnet, 13270, France
E-mail: info@mcleans.fr
Website: www.mcleangroup.fr
Contact: **Mr M. Gignoux** +33 6 8668 4527 (Mobile)
mgignoux@mcleans.fr
Ms M. Gueit +33 6 7609 0870 (Mobile)
mgueit@mcleans.fr

FREEPORT Bahamas

West Atlantic Marine

Telephone: +1 242 352 8371
Facsimile: +1 242 352 9014
Address: 12 Shelley Street, P.O. Box F-41848, Freeport/Lucaya, Grand Bahama Island, Bahamas
E-mail: wamco@batelnet.bs
Website: www.westatlanticmarine.net
Contact: **Capt. D. Gow** +1 242 727 5951 (Mobile)

McKinney, Bancroft & Hughes (Lawyers)

Telephone: +1 242 352 7425
Facsimile: +1 242 352 7214
Address: P.O. Box F-40437, The Mall, Freeport, Bahamas
E-mail: freeport@mckinney.com.bs
Website: www.mckinney.com.bs
Contact: **Mr B. Christie** +1 242 727 1010 (Mobile)
+1 242 373 2348 (Home)
bavchristie@mckinney.com.bs
Mr S. Rahming +1 242 439 7008 (Mobile)
+1 242 352 6589 (Home)
slrahming@mckinney.com.bs

FREEPORT Texas, U.S.A.

Charles Taylor Adjusting

See Houston

FREETOWN Sierra Leone

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
E-mail: africamarine@aol.com
Website: www.africamarineltd.com
Contact: **Mr A. Williams** +232 22 766 02813 (Mobile)
24 hours London contact no: +44 0 207 613 0131, e-mail: africamarine@aol.com

FREMANTLE Australia

Bayside Shipping Services Pty Ltd.

See Sydney

Cocks, Macnish (Lawyers)

See Perth

FUJAIRAH United Arab Emirates

See Dubai

FUNCHAL Madeira

Blatas, LDA

Telephone:	+351 291 200640	
Facsimile:	+351 291 226403	
Address:	Avenida Zarco 2, P.O. Box 408, Funchal, Madeira, 9001-956, Portugal	
E-mail:	info@blandyshipping.com	
Contact:	Mr H. Ferreira	+351 966 271 610 (Mobile) h.ferreira@blandyshipping.com
	Mr D. Almada	+351 969 459 893 (Mobile) d.almada@blandyshipping.com
	Mr M. Teixeira	+351 966 271 780 (Mobile) l.teixeira@blandyshipping.com

GABES Tunisia

Tunisian International P&I Correspondent

Telephone:	+216 75 270 115	
Facsimile:	+216 75 270 504	
Address:	Gabes Centre, BP 49 Centre, Gabes, 6000, Tunisia	
E-mail:	tipic.sfax@planet.tn	
Website:	www.tipic.com.tn	
Contact:	Mr J. Messaoud	+216 98 337 491 (Mobile) +216 74 200 745 (Home)
	Capt. K. Chalghaf	+216 98 751 572 (Mobile) +216 70 726 020 (Home) kamel.chalghaf@planet.tn

Alternative phone number: +216 75 270 470

GAETA Italy

See Naples

GALATZ Romania

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	
E-mail:	galatz@mancas.ro	
Contact:	Mr V. Naghirneac	+40 745 616 457 (Mobile) +40 236 461 991 (Home)
	Mr I. Mocanu	+40 745 616 458 (Mobile)

GALVESTON Texas, U.S.A.

Charles Taylor Adjusting

See Houston

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	
E-mail:	royston@roystonlaw.com	
Website:	www.roystonlaw.com	
Contact:	Mr J. R. Watkins	+1 713 882 8913 (Mobile) james.watkins@roystonlaw.com
	Mr W. P. Glenn	+1 763 939 8083 (Mobile) bill.glenn@roystonlaw.com

GASPE Canada

See Quebec

GDANSK Poland

See Gdynia

GDYNIA Poland

Morska Agencja Gdynia Ltd.

Telephone: +48 58 785 3855
Facsimile: +48 58 785 3786
Address: ul. T. Wendy 15, Gdynia, 81-341, Poland
E-mail: pandi@mag.pl
Website: www.mag.pl

Contact:	Mr J. Legowski	+48 605 207 776 (Mobile) j.legowski@mag.pl
	Mr K. Kuchta	+48 603 650 494 (Mobile) pandi@mag.gdynia.pl

Harbour office Tel: +4858 343 0921, Fax: +4858 343 1542

Sulnave Sp. z.o.o.

Telephone: +48 58 551 0812
Facsimile: +48 58 551 0401
Address: ul. Armil Krajowej 68/4, 81-844 Sopot, Poland
E-mail: pandi@sulnave.com.pl
office@sulnave.pl

Contact:	Ms M. Wojcik	+48 502 573 512 (Mobile)
	Mr J. Kubicki	+48 501 505 053 (Mobile)

GEELONG Australia

See Melbourne

GELA Italy

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

See Messina

Tagliavia & Co. S.r.l.

See Palermo

GENEVA Switzerland

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
E-mail: geneva@swlegal.ch

Contact:	Mr B. Vischer	+41 22 348 2281 (Mobile)
----------	----------------------	--------------------------

GENOA Italy

Ferpandi S.r.l.

Telephone:	+39 010 833 3301	
Facsimile:	+39 010 831 7006	
Address:	Via San Bartolomeo Degli, Armeni 5, Genoa, 16122, Italy	
E-mail:	ferpandi@ferpandi.com	
Website:	www.ferpandi.com	
Contact:	Capt. A. Talarico	+39 335 640 9443 (Mobile) talarico@ferpandi.com
	Capt. S. Galleano	+39 335 640 9444 (Mobile) galleano@ferpandi.com
	Mr F. Pescaglia	+39 335 125 8507 (Mobile) pescaglia@ferpandi.com
	Mr M. Bet	+39 331 686 2152 (Mobile) bet@ferpandi.com
	Mr M. Villa	+39 347 349 7211 (Mobile) villa@ferpandi.com

24 hours emergency phone number: +39 335 794 2297

Studio Legale Garbarino Vergani

(Lawyers)

Telephone:	+39 010 576 1161	
Facsimile:	+39 010 595 8708	
Address:	Salita Santa Caterina 4/11, Genoa, 16123, Italy	
E-mail:	garbamar@garbamar.it	
Website:	www.garbamar.it	
Contact:	Mr E. Vergani	+39 335 520 7433 (Mobile) enricovergani@garbamar.it
	Ms S. Coppola	+39 331 178 2917 (Mobile) simonacoppola@garbamar.it
	Mr C. 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	
E-mail:	mail@mordiglia.it	
Website:	www.mordiglia.it	
Contact:	Mr M. Mordiglia	+39 335 614 2435 (Mobile) massimo.mordiglia@mordiglia.it
	Mr P. Palandri	+39 348 330 0827 (Mobile) pietro.palandri@mordiglia.it

GEORGE TOWN Cayman Islands

Alpha Marine Surveyors Ltd.

Telephone:	+1 345 949 9210	
Facsimile:	+1 345 949 9210	
Address:	Panton House, 24 Warwick Drive, P.O. Box 2584 GT, George Town, Grand Cayman, KY1 1103, Cayman Islands	
E-mail:	a1marine@candw.ky	
Website:	a1marinecayman.com	
Contact:	Capt. M. Pickthorne	+1 345 916 1765 (Mobile)

GEORGETOWN Guyana

De Caires Fitzpatrick & Karran
(Lawyers)

Telephone: +592 2 261 126
Facsimile: +592 2 262 522
Address: 80 Cowan Street, Georgetown, Guyana
E-mail: dfklaw@networksgy.com

Contact: **Mr T. Jonas** +592 623 3967 (Mobile)

Alternative phone number: +592 2 260 250

GERALDTON Australia

See Sydney

GHENT Belgium

See Antwerp

GIBRALTAR Gibraltar

Inchcape Shipping Services
(Gibraltar) Ltd.

Telephone: +350 200 79294
Facsimile: +350 200 75959
Address: Leon House, 4th Floor, 1 Secretary's Lane, P.O. Box 194,
Gibraltar, Gibraltar
E-mail: iss.gibraltar@iss-shipping.com
Website: www.iss-shipping.com

Contact: **Mr M. Porral** +350 5891 9000 (Mobile)

Mr C. Linares +350 5822 3000 (Mobile)

GIJON Spain

C. Velasco SL

Telephone: +34 98 535 4643
Facsimile: +34 98 535 5310
Address: Calle Alvarez Garaya 13, 1-D, Gijon, 33206, Spain
E-mail: general@casimirovelasco.com

Contact: **Mr C. Ayesta** +34 600 593 834 (Mobile)

cgayesta@casimirovelasco.com

Alternative phone number: +34 98 535 4644

GIOIA TAURO Italy

S.W. Garbutt & SA

See Messina

Tagliavia & Co. S.r.l.

See Crotone

GISBORNE New Zealand

P & I Services Ltd.

See Auckland

GLADSTONE Australia

See Sydney

GLASGOW United Kingdom

Richards Hogg Lindley

Telephone: +44 141 248 1390
Facsimile: +44 141 221 5213
Address: 30 Gordon Street, Glasgow, G1 3PU, United Kingdom

Contact: **Mr G. Whyte** + 44 141 248 1390 (diverts to duty mobile)
gordon.whyte@ctplc.com

In case of difficulty, contact Liverpool office: +44 151 227 2175

GOTHENBURG Sweden

Setterwalls Advokatbyrå AB (Lawyers)

Telephone: +46 317 011 700
Facsimile: +46 317 011 701
Address: Sankt Eriksgatan 5, P.O. Box 11235, Gothenburg, 404 25,
Sweden
E-mail: gothenburg@setterwalls.se
Website: www.setterwalls.se

Contact:	Mr M. Slotte	+46 705 362 962 (Mobile) +46 303 778 161 (Home)
	Mr J. Wilkens	+46 705 937 883 (Mobile)
	Mr J. Karlbom	+46 703 920 004 (Mobile)

P&I Scandinavia

Telephone: +46 101 020 540
Facsimile: +46 317 697 059
Address: Gullbergs Strandgata 4A, Box 111 15, Gothenburg, 404 23,
Sweden
E-mail: infose@pandiscan.com

Contact:	Ms H. Brandt	+46 768 771 036 (Mobile)
	Mr M. Olofsson	+46 706 102 073 (Mobile) +46 101 020 549 (Home)

24 hours emergency phone number: +46 705 539062

GRANGEMOUTH United Kingdom

See Glasgow

GRONINGEN Netherlands

Dutch P&I Services B.V. (Netherlands)

See Rotterdam

GROS CACOUNA Canada

See Quebec

GUAM Guam

Blair Sterling Johnson Martinez & Leon Guerrero P.C. (Lawyers)

Telephone: +671 477 7857
Facsimile: +671 472 4290
Address: Suite 1008, DNA Building, 238 Archbishop F.C. Flores Street,
Agana, 96910-5205, Guam
E-mail: jgmartinez@kbsjlw.com

Contact:	Mr J. Martinez	+671 687 4868 (Mobile)
----------	-----------------------	------------------------

GUANGZHOU China

Huatai Insurance Agency & Consultant Service Ltd

Telephone: +86 20 388 16560
Facsimile: +86 20 388 12470
Address: Room 2110, Jun Yuan Mansion, 155 Tian He East Road,
Guangzhou, 510620, China
E-mail: pni.gz@huatai-serv.com
Website: www.huataimarine.com

Contact:	Mr X. Huang	+86 133 1610 9154 (Mobile)
	Ms T. Ding	+86 136 3246 3590 (Mobile)
	Mr X. Chen	+86 138 2505 0793 (Mobile)

Please direct correspondence to Huatai Beijing office. 24 hours duty phone number: +86 18022 390488

GUATEMALA CITY Guatemala

Lord S.A.

Telephone:	+502 5788 4040	
Facsimile:	+502 2367 3579	
Address:	14 Avenida 6-22, Zona 14, Guatemala City, Guatemala	
E-mail:	lord@coinver.net	
Website:	www.lordclaims.com	
Contact:	Mr F. Lorenzana	+502 5202 1267 (Mobile)
	Mr K. Mehrwald	+502 5201 0944 (Mobile)
	Ms S. Lorenzana	+502 5309 3303 (Mobile)

GUAYAQUIL Ecuador

Arce & Co. P&I Correspondents S.A.

Telephone:	+593 4 256 0115	
Address:	Junin 203 y Panama, Edificio Teofilo Bucaram, Piso 4, Oficina 3, Guayaquil, Ecuador	
E-mail:	arceandco1@claroempresas.com.ec	
Contact:	Ms T. Touma	+593 99 602 6220 (Mobile)
		+593 98 265 4721 (Mobile)
		+593 4241 0162 (Home)
		teresatouma@hotmail.com

Alternative phone number: +593 4 2560069 alternative e-mail address:
arceandco2@claroempresas.com.ec

GUAYMAS Mexico

See Mexico City

HAGATNA Guam

See Guam

HAIFA Israel

M. Dizengoff & Co. P&I Reps. Ltd.

Telephone:	+972 4 867 3715	
Facsimile:	+972 4 867 8796	
Address:	2 Pal-Yam Street, City Windows Center, Oren Building, Haifa, 33095, Israel	
E-mail:	mail@dizrep.co.il	
Website:	www.dizrep.com	
Contact:	Mr S. Ziv	+972 505 231 815 (Mobile)
		ziv@dizrep.co.il
	Avv. A. Zisman	+972 503 200 165 (Mobile)
		ariel@dizrep.co.il
	Mr I. Zi	+972 524 887 881 (Mobile)
		itai@dizrep.co.il
	Avv. N. Nissenzvieg	+972 544 765 398 (Mobile)
		nir@dizrep.co.il

HAINAN China

See Beijing

HAIPHONG Vietnam

Wallem Shipping (Vietnam)

Telephone: +84 31355 1840
Facsimile: +84 31355 1477
Address: c/o Saigon East Asia Shipping, 4th Floor, No. 32 Tran Khanh Du Street, Ngo Quyen District, Haiphong, Vietnam
E-mail: wallemhpg@wallem.com.vn ; wallemvn@wallem.com.vn
Website: www.wallem.com

Contact: **Mr N. Hiep** +84 903 909 491 (Mobile)
+84 837 751 571 (Home)
nmh@wallem.com.vn

In case of difficulty contact HoChiMinh office: +84 8 3776 0782/83 or +84 8 3775 1571 alternative mobile: +84 97 306 9494

HALIFAX, N.S. Canada

Charles Taylor Adjusting

Telephone: +1 902 835 7600
Facsimile: +1 902 835 7602
Address: 200 Waterfront Drive, Suite 201, Halifax, Nova Scotia, B4A 4J4, Canada

Contact: **Mr R. Fenez** +1 902 401 3564 (Mobile)
rene.fenez@ctplc.com

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
Website: www.stewartmckelvey.com

Contact: **Mr W. Moreira** +1 902 222 0083 (Mobile)
wmoreira@stewartmckelvey.com
Mr D. Henley +1 902 225 0365 (Mobile)
dhenley@stewartmckelvey.com
Mr S. Campbell +1 902 802 8033 (Mobile)
srcampbell@stewartmckelvey.com
Mr I. Breneman +1 902 225 9983 (Mobile)
ibreneman@stewartmckelvey.com

HALUL Qatar

See Doha

HAMBURG Germany

Claas W. Brons (GmbH & Co.) KG

Telephone: +49 40 374 8860
Facsimile: +49 40 374 88643
Address: Sumatrankontor, Überseeallee 1, Hamburg, 20457, Germany
E-mail: info@cwbrons.de
Website: www.cwbrons.de
Contact: **Mr M. Bimschas** +49 403 609 0163 (Mobile)
24 hours emergency phone number: +49 172 911 4994

Pandi Services J. & K. Brons GmbH

Telephone: +49 40 369 8180
Facsimile: +49 40 3698 1819
Address: Michaelisstrasse 24, Hamburg, 20459, Germany
E-mail: corresp@pandi.de
Website: www.pandi.de
Contact: **Mr R. Hermes** +49 171 885 7940 (Mobile)
Mr F. Block +49 171 885 7945 (Mobile)
Ms C. Meiners +49 171 885 7946 (Mobile)

HAMILTON Bermuda

Charles Taylor & Co. (Bermuda)

Telephone: +1 441 292 7655
Facsimile: +1 441 292 8992
Address: Swan Building, 2nd Floor, 26 Victoria Street, Hamilton, HM 12, Bermuda
E-mail: pandi.bermuda@ctplc.com
Contact: **Mr A. McComb** +1 441 505 8495 (Mobile)
andy.mccomb@ctplc.com

HAVANA Cuba

Conabi

Telephone: +53 7 214 4597
Facsimile: +53 7 860 8860
Address: Calle 36A No. 313 entre 3ra A y Final, La Habana, 10100, Cuba
E-mail: pandi@conabi.cu
Website: www.conabi.cu
Contact: **Ms M. Fernandez** +53 7 5285 6535 (Mobile)
marlene@conabi.cu
Capt. S. Fernandez +53 7 5330 8283 (Mobile)

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
E-mail: maitecar@informed.sld.cu
Contact: **Dr E. Menendez** +53 7 649 3517 (Home)
taniars@infomed.sld.cu
Mr L. Milian +53 7 641 0139 (Mobile)

Alternative phone number: +53 7 649 3517

HELSINKI Finland

Castren & Snellman Attorneys at Law Ltd.

Telephone: +358 0 20 7765 765
Facsimile: +358 0 20 7765 001
Address: P.O. Box 233, (Erottajankatu 5 A), Helsinki, 00131, Finland
Website: www.castren.fi

Contact: **Mr N. Langenskiöld** +358 0 400 876 961 (Mobile)
niklas.langenskiold@castren.fi
Mr R. Langenskiöld +358 0 400 529 298 (Mobile)
rickard.langenskiold@castren.fi

Oy Lars Krogius AB

Telephone: +358 9 47 63 63 00
Facsimile: +358 9 47 63 63 63
Address: Sornaisten Rantatie 25 A, Helsinki, 00500, Finland
E-mail: finland@krogius.com
Website: www.krogius.com

Contact: **Ms H. Heikkinen** +358 404 551 058 (Mobile)
helena.heikkinen@krogius.com
Mr K. Laakso +358 400 818 314 (Mobile)
kari.laakso@krogius.com
Mr R. Lundell +358 505 187 613 (Mobile)
rolf.lundell@krogius.com

HO CHI MINH CITY Vietnam

Spica Services

Telephone: +84 8 3823 2527
Facsimile: +84 8 3823 2530
Address: 2 Phung Khac Khoan Street, District 1, Ho Chi Minh City, Vietnam
E-mail: claims@spica.com.vn

Contact: **Capt. R. Skene** +84 903 802 293 (Mobile)
+84 8 3744 6247 (Home)
richardskene@spica.com.vn
Mr L. Binh +84 903 831 442 (Mobile)
+84 8 3771 2493 (Home)
binh@spica.com.vn

Seasia P&I Services

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
E-mail: operations@seasia-group.com
Website: www.seasia.com.sg

Contact: **Mr N. Tap** +84 903 909 314 (Mobile)
vietnam@seasia-group.com

HOBART Australia

See Sydney

HODEIDAH Yemen, Republic of

Gulf Agency Co (Yemen) Ltd.

Telephone: +967 2 247 161
Facsimile: +967 2 247 163
Address: P.O. Box 5202, Ma'alla, Republic of Yemen
E-mail: yemen@gac.com
Website: www.gac.com

Contact: **Mr H. Al Saqaf** +967 777 176 131 (Mobile)
hisham.saqaf@gac.com

Mr H. Ebrahim +967 777 176 133 (Mobile)

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
Website: www.hodshipyemen.com

Contact: **Mr H. Kassim** +967 733 248 414 (Mobile)
+967 3 219 155 (Home)
hassan.kassim@hodshipyemen.com

Dr S. Thabet +967 733 226 009 (Mobile)
+967 711 100 200 (Home)

Mr M. Lobo +967 735 48 1340 (Mobile)
pnihod@hodshipyemen.com

Alternative phone numbers: +967 3 228 609 +967 3 228 850

HONG KONG Hong Kong

Charles Taylor P&I Management (Hong Kong)

Telephone: +852 2399 6100
Facsimile: +852 2399 6180
Address: 17/F, OTB Building, 160 Gloucester Road, Wanchai, Hong Kong
E-mail: pandi.hongkong@ctplc.com

Contact: **Ms L. Liu** +852 6074 7903 (Mobile)
lucinda.liu@ctplc.com

Mr J. Ho +852 5364 6484 (Mobile)
jason.ho@ctplc.com

HONOLULU Hawaii, U.S.A.

Frame & Nakano (Lawyers)

Telephone: +1 808 545 3043
Facsimile: +1 808 545 3065
Address: Pacific Guardian Center, Mauka Tower, 737 Bishop Street, Suite 2090, Honolulu, Hawaii, 96813, United States of America
E-mail: info@framenakano.com
Website: www.framenakano.com

Contact: **Mr M. Nakano** +1 808 721 0547 (Mobile)
mnakano@framenakano.com

Mr R. Frame +1 808 282 1967 (Mobile)
+1 808 395 7808 (Home)
rframe@framenakano.com

HOUSTON Texas, U.S.A.

Charles Taylor Adjusting

Telephone: +1 713 840 1642
Facsimile: +1 713 840 8030
Address: 2100 West Loop South, 13th Floor, Houston, Texas, 77027,
United States of America
E-mail: pandi.houston@ctplc.com
Website: www.ctplc.com
Contact: **Ms S. Smith** +1 713 202 5576 (Mobile)
susan.smith@ctplc.com

Royston, Rayzor, Vickery & Williams LLP (Lawyers)

Telephone: +1 713 224 8380
Facsimile: +1 713 225 9945
Address: Pennzoil Place, 711 Louisiana Street, Suite 500, Houston, Texas,
77002, United States of America
E-mail: royston@roystonlaw.com
Website: www.roystonlaw.com
Contact: **Mr D. Walker** +1 832 687 5337 (Mobile)
david.walker@roystonlaw.com
Mr J. Ugner +1 832 545 5279 (Mobile)
john.ugner@roystonlaw.com

HUELVA Spain

Hijo de Fernando Suarez

Telephone: +34 959 318 451
Address: Calle Camino de las Palmillas, P.O. Box 63, Aljaraque, Huelva,
21110, Spain
E-mail: mail@hifesu.com
Contact: **Mr J. Fernandez** +34 625 344 413 (Mobile)
Mr R. Nieto +34 639 187 799 (Mobile)

HULL United Kingdom

McAusland & Turner Ltd.

Telephone: +44 1482 223 832
Facsimile: +44 1482 227 001
Address: Victoria Dock Offices, South Bridge Road, Hull, HU9 1TS,
United Kingdom
E-mail: surveyors@mcauslands.com
Website: www.mcauslands.com
Contact: **Mr A. Weatherill** +44 7734 385 868 (Mobile)
albert@mcauslands.com
Mr M. Weatherill +44 7734 385 869 (Mobile)
mike@mcauslands.com
Mr L. Myers +44 7734 385 872 (Mobile)
lee@mcauslands.com

IJMUIDEN Netherlands

See Amsterdam

ILYICHEVSK Ukraine

See Odessa

IMPERIA Italy

See Genoa

INCHON South Korea

Hyopsung Shipping Corporation

Telephone: +82 32 882 4825
Facsimile: +82 32 887 8806
Address: Room No. 615, Jungsuk New Building, 7-241, 3-ga, Shinheung-dong, Chung-gu, Incheon, P.O Box 45, Republic of Korea

E-mail: inchonhs@hyopsung.co.kr
Website: www.hyopsung.co.kr

Contact:	Mr M. J. Nam	+82 10 3720 5114 (Mobile) +82 32 472 4795 (Home)
	Mr Y. S. Bag	+82 10 5328 2143 (Mobile) +82 32 467 1125 (Home)
	Mr J. W. Lee	+82 10 2540 2269 (Mobile)

INVERCARGILL New Zealand

P & I Services Ltd.

See Auckland

IQUIQUE Chile

See Valparaiso

ISKENDERUN Turkey

Omur Marine Ltd.

Telephone: +90 326 617 7635
Facsimile: +90 326 613 9737
Address: Ataturk Bulvari, Cereb Han No. 20, K: 5, Iskenderun, 31200, Turkey

E-mail: omurmarineltd@omurmarineltd.com

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

All correspondence through Istanbul office

ISTANBUL Turkey

Omur Marine Ltd.

Telephone: +90 216 326 9949
Facsimile: +90 216 326 7838
Address: Acibadem Cad. Kutay Apt. No. 85/4, Kadikoy, Istanbul, 34718, Turkey

E-mail: omurmarineltd@omurmarineltd.com

Contact:	Mr A. Can Bozkurt	+90 532 285 8994 (Mobile) a.canbozkurt@omurmarineltd.com
	Ms B. Berrak	+90 533 354 1658 (Mobile) b.berrak@omurmarineltd.com
	Ms N. Yigenoglu	+90 533 934 2328 (Mobile) n.yigenoglu@omurmarineltd.com
	Mr C. Kircali	+90 530 469 4598 (Mobile) c.kircali@omurmarineltd.com

Alternative phone number: +90 216 326 79 00

ITAQUI Brazil

See Recife

IZMAIL Ukraine

CIS Pandi Services

See Odessa

IZMIR Turkey

Omur Marine Ltd.

Telephone: +90 232 463 3169
Facsimile: +90 232 463 2047
Address: 1441 Sokak No. 1, D., 402 Nimet Han, Alsancak, Izmir, 35220, Turkey
E-mail: h.ozorten@omurmarineltd.com
Contact: **Capt. H. Ozorten** +90 532 613 8537 (Mobile)
+90 232 368 1731 (Home)

All correspondence through Istanbul office

JACKSONVILLE Fla., U.S.A.

Charles Taylor P&I Management (Americas) Inc.

See New York

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 G. Gabel Jr.** +1 904 655 5155 (Mobile)
george.gabel@hklaw.com
Ms S. Judas +1 904 910 0354 (Mobile)
suzanne.judas@hklaw.com
Mr T. Conner +1 904 716 9276 (Mobile)
timothy.conner@hklaw.com

JAKARTA Indonesia

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
E-mail: pandi.jakarta@ctplc.com
Contact: **Mr G. Tampubolon** +62 816 807 679 (Mobile)
guntur.tampubolon@ctplc.com
Mr F. Yudie +62 811 104 4970 (Mobile)
frans.yudie@ctplc.com
Capt. A. Darma +62 816 810 185 (Mobile)
alam.darma@ctplc.com
Mr R. Davis +62 818 070 60660 (Mobile)
rendavis@ctplc.com

JEDDAH Saudi Arabia

Mutual Marine Services Al Mushtaraka Ltd.

Telephone: +966 12 652 2666
Facsimile: +966 12 652 1944
Address: 3rd Floor, Saudi Business Centre, Madeenah Road, Off. No. 310, P.O. Box 12635, Jeddah, 21483, Saudi Arabia
E-mail: claims@mushtaraka.com
Website: www.mushtaraka-iraq.com
Contact: **Mr H. Omar** +966 567 774 277 (Mobile)
Mr M. Mattar +966 505 697 553 (Mobile)
Capt. L. Heron +966 504 667 728 (Mobile)

JUNEAU Alaska, U.S.A.

Cohen & Associates

Telephone: +1 907 586 9025
Facsimile: +1 907 463 5078
Address: Suite 201, 526 Main Street, P.O. Box 32500, Juneau, Alaska, 99801, United States of America
E-mail: cohenlaw@ptialaska.net
Contact: **Mr C. Cohen** +1 907 463 3548 (Home)
Alternative phone number: +1 907 321 0362

KALININGRAD Russia

Pandi Services East

Telephone: +7 4012 916 528
Facsimile: +7 4012 916 583
Address: 38 Ogareva Street, Kaliningrad, 236010, Russia
E-mail: pandi@038.ru
Website: www.pandi-germany.de
Contact: **Capt. S. Balabanov** +7 906 2 37 98 00 (Mobile)
sbalab@038.ru
Ms D. Kovalenko +7 906 2 13 50 64 (Mobile)

KAOHSIUNG Taiwan

See Taipei

KARACHI Pakistan

James Finlay Limited

Telephone: +92 213 244 2726
Facsimile: +92 213 241 8097
Address: 3rd Floor, Finlay House, I.I. Chundrigar Road, P.O Box 4670, Karachi, 74000, Pakistan
E-mail: pni@finlayskhi.com
Website: www.finlays.net
Contact: **Mr I. Vazeer** +92 345 200 9900 (Mobile)
ivazeer@finlayskhi.com
Capt. S. Abbas +92 345 200 9901 (Mobile)
shahrukh@finlayskhi.com
Mr S. Kazmi +92 345 200 9910 (Mobile)
sah@finlayskhi.com

Alternative phone number: +92 213 244 4907

KEELUNG Taiwan

See Taipei

KETCHIKAN Alaska, U.S.A.

See Juneau

KHARG ISLAND Iran

Iran Group of Surveyors

Telephone: +98 77228 22610
Facsimile: +98 77228 22692
Address: No. 958 Telegani Avenue, Kharg Island, 75461, Iran
Contact: **Mr H. Saberfakhr** +98 917 171 8030 (Mobile)
Mr A. Zaremoeiedi +98 917 181 1498 (Mobile)
Mr T. Gorgin +98 917 172 1067 (Mobile)

Contact via Tehran is preferable: +98 91235 96539 – Ms M. Golover

KHERSON Ukraine

See Odessa

KHORRAMSHAHR Iran

Iran Group of Surveyors

Telephone: +98 63242 31221
 Facsimile: +98 63242 30611
 Address: 2nd Floor, Zahar Bldg, Next to Alzahra Hospital, Beital Moghadas's Blvd, Iran

Contact: **Mr A. Abolhassani** +98 916 131 9372 (Mobile)

Contact via Tehran is preferable: +98 91235 96539 – Ms M. Golovor

KIEL Germany

Sartori & Berger

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

Contact: **Mr V. Schwampe** +49 171 407 1178 (Mobile)
 v.schwampe@sartori-berger.de

Mr M. Hartmann +49 171 430 7033 (Mobile)
 m.hartmann@sartori-berger.de

Mr J. Funck +49 171 414 6028 (Mobile)
 j.funck@sartori-berger.de

KIEL-HOLTENAU Germany

KIEV Ukraine

CIS Pandi Services

KINGSTON Jamaica

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
 E-mail: maritconsult@cwjamaica.com
 Website: www.maritconsultja.com

Contact: **Mr E. Williams** +1 876 329 9925 (Mobile)
 +1 876 868 3357 (Mobile)

Capt. A. Smith +1 876 817 3536 (Mobile)
 +1 876 925 3716 (Home)

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
 E-mail: carimar@carimar-pandi.com
 Website: www.carimar-pandi.com

Contact: **Capt. F. Henry** +1 876 967 8644 (Mobile)
Mr R. Sugden +1 954 854 1093 (Mobile)

KINSHASA Congo, Democratic Republic of

Budd Congo (Kinshasa) c/o Safety Marine Office sprl

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

Contact: **Mr R. Kasangu** +243 851 291 086 (Mobile)
Mr P. Mukendi +243 851 212 321 (Mobile)

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

KLAIPEDA Lithuania

Pandi Balt Ltd.

Telephone: +370 46 313 428
Facsimile: +370 46 313 428
Address: P.O. Box 445, Klaipeda, 92003, Lithuania
E-mail: info@pandi.lt
Website: www.pandibalt.lv

Contact: **Capt. A. Dubrovskij** +370 698 31457 (Mobile)
Mr O. Drobitko +370 655 39609 (Mobile)
drobitko.oleg@gmail.com

Copy all e-mails to Pandi Balt, Riga, pandi@pandi.lv

KOBE Japan

See Tokyo

KOLKATA India

James Mackintosh & Co. Pvt. Ltd.

Telephone: +91 33 2217 0115
Facsimile: +91 33 2217 0116
Address: Om Tower, Suite 508, 5th Floor, 32, Chowringhee Road, Kolkata,
700 071, India
E-mail: p&i@jamesmackintosh.com
Website: www.jamesmackintosh.com

Contact: **Mr S. Chakraborty** +91 98 3002 4510 (Mobile)
schakraborty@jamesmackintosh.com
Mr S. Basu +91 98 3002 0527 (Mobile)

KOPER Slovenia

IBC & Co. Ltd. Koper

Telephone: +386 5 631 4702
Facsimile: +386 5 631 4703
Address: Ferrarska Ulica 10, Koper, 6000, Slovenia
E-mail: info@IBC-Co.eu
Website: www.IBC-Co.eu

Contact: **Capt. A. Sotlar** +386 41 418 854 (Mobile)
ales.sotlar@IBC-Co.eu
Mr E. Mihacic +386 41 643 926 (Mobile)
egon.mihacic@IBC-Co.eu
Mr J. Sotlar +386 70 425 245 (Mobile)
jaka.sotlar@IBC-Co.eu

KOTA KINABALU Sabah, Malaysia

Harrisons Trading (Sabah) Sdn Bhd

Telephone: +60 88 215 011
Facsimile: +60 88 222 457
Address: 19 Jalan Haji Saman, P.O. Box 10022, Kota Kinabalu, Sabah, 88800, Malaysia
E-mail: htkk.ship@harrisons.com.my
Contact: **Mr Y. H. Guan** +60 19 851 3628 (Mobile)
+60 88 269 848 (Home)
hgyap@harrisons.com.my
Ms A. Chua +60 16 833 0767 (Mobile)
+60 88 413 613 (Home)

KUCHING SARAWAK, Malaysia

Harrisons Trading (Sarawak) Sdn. Bhd.

Telephone: +60 82 334 000
Facsimile: +60 82 339 000
Address: Lot 8940, 1st Floor, 21/2 Mile Jalan Pending, Kuching, Sarawak, 93450, Malaysia
E-mail: htkchshp@harrisons.com.my
Contact: **Mr Y. H. Guan** +60 19 851 3628 (Mobile)
All correspondence to Kota Kinabalu

KUWAIT Kuwait

Gulf Agency Co. (Kuwait) Ltd.

Telephone: +965 222 64 164
Facsimile: +965 248 36 375
Address: Waves Business Center, Plot No. C28, D1-D10, Building No. 7, Kuwait Free Trade Zone, Shuwaikh, Kuwait
E-mail: kuwait@gac.com
Website: www.gac.com
Contact: **Mr H. Althen** +965 9960 0534 (Mobile)
henrik.althen@gac.com

KYRENIA Cyprus

See Famagusta

LA CEIBA Honduras

See San Pedro Sula

LA CORUNA Spain

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
E-mail: pandi@acsim.es
Contact: **Capt. A. Cabado** +34 670 882 454 (Mobile)
Ms M. Castro +34 667 432 813 (Mobile)

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
E-mail: pandi@rubine.net
Website: www.rubine.net
Contact: **Mr L. del Moral** +34 670 497 170 (Mobile)
Mr S. Niederle +34 670 762 209 (Mobile)

LA GUAIRA Venezuela

See Caracas

LA PAZ Mexico

See Mexico City

LA ROCHELLE-PALLICE France

McLeans

Telephone: +33 5 46 42 8537
 Facsimile: +33 5 46 42 8538
 Address: 112 Boulevard Emile-Delmas, B.P. 2063, La Rochelle-Pallice, 17009, France
 E-mail: larochelle@mcleans.fr
 Website: www.mcleangroup.fr

Contact:	Mr P. Garo	+33 6 0779 2028 (Mobile)
	Ms V. Ringiard	+33 6 8000 8744 (Mobile)
		vringiard@mcleans.fr

LA SPEZIA Italy

Ferpandi S.r.l.

See Genoa

LA UNION El Salvador

See Acajutla

LAGOS Nigeria

T.C.I. (Africa) Lagos

Telephone: +234 1 791 7375
 Facsimile: +234 1 271 1742
 Address: 19 Campbell Street, Lagos, Nigeria
 E-mail: tci-lagos@tci-africa.com
 Website: www.eltvedtosullivan.com

Contact:	Mr M. Enemu	+234 803 303 0038 (Mobile)
	Mr P. Chikodi	+234 803 726 4547 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille +33 491 140 460. After office hours contact S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency phone number. Alternative phone number: +234 1898 7249. Alternative fax number: +234 1271 1743

Africa Marine Services (Nigeria)

Telephone: +234 1 587 2882
 Facsimile: +234 1 587 2882
 Address: 22 Kofo Abayomi Avenue, P.O. Box 2363, Apapa, Lagos, Nigeria
 E-mail: africamarine@aol.com
 Website: www.africamarineltd.com

Contact:	Mr A. Hardcastle	+234 803 321 8030 (Mobile)
		allenhardcastle@aol.com
	Mr T. Iduimuida	+234 802 304 7328 (Mobile)
	Mr A. Jain	+234 1 587 2882

24 hours London contact number: +44 0 207 613 0131, e-mail: africamarine@aol.com
 Alternative phone/fax number: +234 1 545 8709

LAKE CHARLES La, U.S.A.

Charles Taylor Adjusting

See Houston

Stevens, Baldo, Freeman & Lighty LLP

See Beaumont

LARNACA Cyprus

Elias Marine Consultants Limited

See Limassol

LAS PALMAS Canary Islands, Spain

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, de Gran Canaria, 35008, Spain
E-mail: bldcasa@vbcomisarios.com

Contact:	Mr J. Alarcon	+34 609 505 902 (Mobile)
	Ms C. Sanchez	+34 609 579 579 (Mobile)

LATTAKIA Syria

John & Nagib Habeishy Law Firm

Telephone: +963 41 461 333
Facsimile: +963 41 461 332
Address: Onji Building, 2nd Floor, 8 Azar Street, P.O. Box 132, Lattakia,
Syria
E-mail: info@habeishylaw.com
info@habeishylaw.net

Contact:	Mr J. Habeishy	+963 93 412 555 (Mobile)
	Mr N. Habeishy	+963 94 654 644 (Mobile)
	Mr H. Habeishy	+963 94 674 644 (Mobile)

Elias Marine Consultants

See Tartous

LAUNCESTON Australia

See Sydney

LAUTOKA Fiji

Dover Marine

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

Contact:	Capt. D. Worthington	+679 992 9920 (Mobile)
----------	-----------------------------	------------------------

LAZARO CARDENAS Mexico

See Mexico City

LE HAVRE France

C. Boutigny & Co.

Telephone: +33 23543 3477
Facsimile: +33 23521 3303
Address: 55 rue du Pont VI, P.O. Box 1395, Le Havre, 76600, France
E-mail: cboutigny@boutigny.fr

Contact:	Mr C. Boutigny	+33 6 0854 5134 (Mobile)
	Mr J. Bigot	+33 6 6271 8592 (Mobile)

Eltvedt & O'Sullivan

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

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

LEGHORN Italy**Ferpandi S.r.l.**

See Livorno

LEIXOES Portugal**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
 Website: www.pintobasto.com

Contact: **Mrs M. Ribeiro** +351 919 370 541 (Mobile)
 maria.helena@pintobasto.com

Mr J. Azeredo +351 912 231 134 (Mobile)
 joao.azeredo@pintobasto.com

LES SABLES D'OLONNE France

See Donges

LIANYUNGANG China

See Qingdao

LIBREVILLE Gabon**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
 Website: www.eltvedtosullivan.com

Contact: **Mr J-P. Laplace** +241 0484 1695 (Mobile)
 jean-pierre.david@bollore.com

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille +33 491 140 460. After office hours contact S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers

LICATA Italy**Tagliavia & Co. S.r.l.**

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

Contact: **Mrs A. Rowell** +39 348 601 7621 (Mobile)
 ann.rowell@tagliaviapandi.it

LIEPAJA Latvia

See Riga

LIMA Peru**Interlog Servicios S.A.C.**

Telephone: +51 1 475 2938
 Facsimile: +51 1 475 2936
 Address: Calle Virtud y Union 160, (ex Calle 12), Lima, 27, Peru
 E-mail: interlog@interlog.com.pe

Contact: **Mr F. Arca Patiño** +51 997 585 105 (Mobile)
 farcap@interlog.com.pe

Ms C. Consigliere +51 993 539 273 (Mobile)

LIMASSOL Cyprus

Elias Marine Consultants Ltd.

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

Contact:	Mr I. Elias	+357 99 670 225 (Mobile) +357 25 385 587 (Home) i.elias@eliasmarine.com
	Mr K. Louca	+357 99 670 297 (Mobile) +357 25 722 234 (Home) k.louca@eliasmarine.com
	Mr M. Caramondanis	+357 99 670 229 (Mobile) +357 99 645 760 (Home) m.caramondanis@eliasmarine.com
	Ms C. Kynigopoulos	+357 99 670 296 (Mobile) c.kynigopoulos@eliasmarine.com

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
E-mail: mail@francoudi.com

Contact: **Mr T. Papartemis** +357 25 867 000

LIRQUEN Chile

See Valparaiso

LISBON Portugal

Pinto Bastos IV-Serviços Marítimos Lda

Telephone: +351 213 230 400
Facsimile: +351 213 471 231
Address: Av. 24 de Julho, 1-D, Lisbon, 1200-478, Portugal
E-mail: geral@pintobasto.com
Website: www.pintobasto.com

Contact:	Mrs C. Fonseca	+351 916 896 926 (Mobile) celeste.fonseca@pintobasto.com
	Ms V. Mexia	+351 918 774 599 (Mobile) vera.mexia@pintobasto.com

Medeiros Cosme (Lawyers)

Telephone: +351 213 145 115
Facsimile: +351 213 532 509
Address: Av. Fontes Pereira de Melo, 17 – 6th Floor, Lisbon, 1050-116, Portugal
E-mail: medeiroscosme@mail.telepac.pt

Contact: **Mr J. Medeiros Cosme** +351 214 523 282 (Home)

24 hours emergency phone number: +351 91 625 5763

LIVERPOOL United Kingdom

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: **Mr A. Whittle** +44 777 137 5543 (Mobile)
adam.whittle@rhl-ct.com

Ms R. Fox +44 791 704 1525 (Mobile)
rachel.fox@rhl-ct.com

Mr J. Thompson +44 788 009 5792 (Mobile)
john.thompson@rhl-ct.com

LIVORNO Italy

Ferpandi S.r.l.

Telephone: +39 0586 894 373
Facsimile: +39 0586 205 228
Address: c/o Cosimo Fortuna-Ferrarese, Via del Marmigliaio, 1, 57014
Leghorn, Italy

Contact: **C. Fortuna-Ferrarese** +39 335 349 270 (Mobile)

24 hours emergency phone number: +39 3357 942 297

Studio Legale Vincenzini (Lawyers)

Telephone: +39 0586 839 305
Facsimile: +39 0586 839 602
Address: Scali Cerere, Livorno, 57122, Italy
E-mail: studio.legale@vincenzini.com
Website: www.vincenzini.com

Contact: **Mr U. Vincenzini** +39 3356 260 538 (Mobile)
u.vincenzini@vincenzini.com

M. Vannucci +39 3471 144 523 (Mobile)
m.vannucci@vincenzini.com

Ms A. Pannocchia +39 3203 466 521 (Mobile)

LOBITO Angola

See Luanda

LOME Togo

Budd Togo c/o Groupe GATO

Telephone: +228 22 279 457
Facsimile: +228 22 279 462
Address: BP 61088 BE, Lome, Togo
E-mail: budd.togo@budd-pni.com
Website: www.budd-pni.com

Contact: **Mr A. Gato** +228 9004 1110 (Mobile)
prosper.gato@budd-pni.com

Ms P. Atitso +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 e-mails to general.marseille@budd-pni.com

LONG BEACH Cal., U.S.A.**Keesal Young & Logan**
(Lawyers)

Telephone: +1 562 436 2000
 Facsimile: +1 562 436 7416
 Address: 400 Oceangate, P.O Box 1730, Long Beach, California, 90802,
 United States of America

Contact: **Mr W. Collier** +1 310 487 8849 (Mobile)
 william.collier@kyl.com

Mr A. Peacock +1 310 902 8565 (Mobile)
 al.peacock@kyl.com

Ms E. Beazley +1 310 963 9885 (Mobile)
 elizabeth.beazley@kyl.com

Mr J. Walsh +1 310 650 1242 (Mobile)
 joe.walsh@kyl.com

Arnold & Arnold Inc.

Telephone: +1 800 207 9301
 Facsimile: +1 800 207 9324
 Address: 2329 India Street, San Diego, California, 92101,
 United States of America

E-mail: san@arnoldoffice.com

Website: www.arnoldoffice.com

Contact: **Ms L. Meade** +1 619 666 3416 (Mobile)
 lmeade@arnoldoffice.com

Ms V. Schmid +1 619 666 3416 (Mobile)

Mr B. Arnold +1 619 247 3782 (Mobile)

LORIENT France

See Donges

LOS ANGELES Cal., U.S.A.

See Long Beach

LUANDA Angola**Pinto Basto (Angola)**

Telephone: +244 222 333242
 Facsimile: +244 222 372355
 Address: Rua Guilherme Pereira Ingles 43-3A, Largo das Ingombotas,
 Luanda, Angola

E-mail: info@pintobasto-angola.com

Website: www.pintobasto-angola.com

Contact: **Mr A. Neto** +244 922 404 812 (Mobile)
 aneto@pintobasto-angola.com

Mr H. Andrade + 244 930 957 408 (Mobile)
 handrade@pintobasto-angola.com

In case of difficulty contact Pinto Basto Portugal: maria.helena@pintobasto.com, Mobile: +351 919 370 541

Budd (Angola)

Telephone: +244 222 432348
 Facsimile: +244 222 432348
 Address: Rua Ferreira do Amaral Nr. 18, Cruzeiro, Luanda, Angola
 E-mail: budd.angola@budd-pni.com

Website: www.budd-pni.com

Contact: **Mr H. Simba** +244 913 226 665 (Mobile)
 hilario.simba@budd-pni.com

Mr F. Bonfim +244 912 500 503 (Mobile)
 filipe.bonfim@budd-pni.com

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

LÜBECK Germany

See Hamburg

LYTTLETON New Zealand

P & I Services Ltd.

See Auckland

MAALOY Norway

Advokat Firmaet Holvik & Angelshaug AS
(Lawyers)

Telephone: +47 5785 3416
Facsimile: +47 5784 9291
Address: P.O. Box 25, N6701, Maaloy, Norway
Contact: **J. Holvik** +47 9061 4943 (Mobile)
jeholvik@online.no

MACEIO Brazil

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
E-mail: wilmcz@williams.com.br
Contact: **Mr A. Nascimento** +55 82 9976 6323 (Mobile)

In case of communication difficulty please contact Recife

MADRAS India

See Chennai

MAHE Seychelles

Hunt, Deltel & Co. Ltd.

Telephone: +248 438 0300
Facsimile: +248 422 5367
Address: Trinity House, Albert Street, P.O. Box 14, Victoria, Mahe,
Seychelles
E-mail: hundel@seychelles.net
Website: www.hunt-deltel.com
Contact: **Mr E. Houareau** +248 2 516 239 (Mobile)
edmond.houareau@hunt-deltel.com
Mr C. Houareau +248 2 513 475 (Mobile)
christophe.houareau@hunt-deltel.com

MALABO Equatorial Guinea

Budd Equatorial Guinea
(Malabo)

Telephone: +240 333 090 567
Facsimile: +240 333 090 568
Address: co/ Image S.A., Carretera del Aeropuerto, KM 4, P.O. Box 983,
Malabo, Equatorial Guinea
E-mail: budd.equatorial-guinea@budd-pni.com
Website: www.budd-pni.com
Contact: **Mr J. Cortes** +346 76 317 919 (Mobile)
Mr P. Sharma +240 222 241 374 (Mobile)
Mrs S. Moume +237 77 789 100 (Mobile)
suzanne.moume@budd-pni.com

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

MALAGA Spain

Thomas Wilson S.L.

Telephone: +34 95 221 2195
Facsimile: +34 95 221 0158
Address: Plaza Poeta Alfonso Canales 4, Malaga, 29001, Spain
E-mail: admin@thwilson.com
Website: thomaswilson@vnet.es

Contact: **Mr T. Tuite** +34 670 624 193 (Mobile)
Mr M. Rico +34 661 250 163 (Mobile)

MALMO Sweden

P&I Scandinavia

See Gothenburg

MANAGUA Nicaragua

See Corinto

MANAUS Brazil

Williams Brothers Ltda.

See Recife

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
E-mail: proinde.manaus@proinde.com.br
Website: www.proinde.com.br

Contact: **Mr M. Pomar** +55 92 9179 3674 (Mobile)

MANGALORE India

James Mackintosh & Co. Pvt. Ltd.

Telephone: +91 44 2847 5871
Facsimile: +91 44 2847 3590
Address: 10 Judge Jumbulingham Road, Myalpure, Chennai, Tamil Nadu,
600 004, India
E-mail: claims.chen@jamesmackintosh.com
Website: www.jamesmackintosh.com

Contact: **Mr N. Pai** +91 974 170 1425 (Mobile)
npai@jamesmackintosh.com

MANILA Philippines

Claims Services P&I Management Co. Inc.

Telephone: +63 2 522 7173
Facsimile: +63 2 521 1987
Address: Marbella Manila Building, Room 1102, 2071 Pres. Roxas Blvd,
Malate, Manila, 1000, Philippines
E-mail: manilaclaims@manilaclaims.com

Contact: **Mr H. Lim** +63 918 904 5287 (Mobile)
henson.lim@manilaclaims.com

Ms R. Romero +63 918 912 6417 (Mobile)
ruth.romero@manilaclaims.com

Ms R. Austero +63 928 505 2432 (Mobile)
racquel.austero@manilaclaims.com

Mr C. Cardenas +63 299 999 37179 (Mobile)
cezar.cardenas@manilaclaims.com

MANZANILLO Mexico

See Mexico City

MAPUTO Mozambique

See Durban

MARACAIBO Venezuela

**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
E-mail:	3dmarine@cantv.net
Contact:	Mr K. Urdaneta +58 414 362 1785 (Mobile) maracaibo@3dmarine.com

MARINA DI CARRARA Italy

Ferpandi S.r.l.

See Genoa

MARIUPOL Ukraine

**Azovloyd Pandi Services
Ltd.**

Telephone:	+380 629 527 004
Facsimile:	+380 629 527 009
Address:	18 Lunin Avenue, Block 5, Mariupol, 87510, Ukraine
E-mail:	aps@pandi.com.ua
Website:	www.pandi.com.ua
Contact:	Mr A. Nikityuk +380 67 621 1006 (Mobile) Mr E. Nikityuk +380 67 625 2516 (Mobile)

CIS Pandi Services

Telephone:	+380 629 413 364
Facsimile:	+380 629 348 313
Address:	1 Chernomorskaya Street, Apartment 21, Mariupol, 87517, Ukraine
E-mail:	mariupol@cispandi.com
Contact:	Mr S. Khadzhiyskiy +380 50 328 6453 (Mobile)

MARSALA Italy

See Palermo

MARSEILLE France

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
E-mail: mail@eltvedtosullivan.com
Website: www.eltvedtosullivan.com

Contact:	Mr D. O'Sullivan	+33 6 0369 0323 (Mobile) dosullivan@eltvedtosullivan.com
	Ms S. Lions	+33 6 1540 6848 (Mobile) slions@eltvedtosullivan.com
	Mr J. Kokou	+33 6 1135 8697 (Mobile) jkokou@eltvedtosullivan.com
	Ms D. Boularot	+33 6 0958 0697 (Mobile) dboularot@eltvedtosullivan.com
	Ms V. Desperrier	+33 6 1510 7106 (Mobile) vdesperrier@eltvedtosullivan.com
	Mr S. Webster	+33 6 1362 1389 (Mobile) swebster@eltvedtosullivan.com

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
E-mail: info@mcleans.fr
Website: www.mcleangroup.fr

Contact:	Mr P. Garo	+33 6 0779 2028 (Mobile) pgaro@mcleans.fr
	Mr M. Gignoux	+33 6 8668 4527 (Mobile) mgignoux@mcleans.fr

MATADI Congo, Democratic Republic of

Budd Congo (Matadi) c/o Safety Marine Office sprl

Telephone: +243 998 226 325
Address: Immeuble Kongo-Muanda, 22 Major Vangu, Ville Basse/Matadi, Democratic Republic Of Congo
E-mail: budd.matadi@budd-pni.com

Contact:	Mr P. Mbambi	+243 998 099 144 (Mobile)
	Mr S. Dialungana	+243 819 057 411 (Mobile)
	Mr A. Nsimba	+243 990 854 423 (Mobile)

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

MAZATLAN Mexico

See Mexico City

MELBOURNE Australia

Bayside Shipping Services Pty Ltd.

Telephone: +61 3 9699 3332
Facsimile: +61 3 9699 3330
Address: P.O. Box 16, Port Melbourne, Victoria, 3207, Australia
E-mail: service@baysideshipping.com
Contact: **Ms A. Evered** +61 438 663 466 (Mobile)
melbourne@baysideshipping.com

In case of communication difficulty, please contact Steve Robertson Tel: +61 2 9918 8306,
Fax: +61 2 8324 6486, Mobile: +61 420 982411, e-mail: steve@baysideshipping.com

Holman Fenwick Willan (Lawyers)

Telephone: +61 3 8601 4500
Facsimile: +61 3 8601 4555
Address: Bourke Place, Level 41, 600 Bourke Street, Melbourne, Victoria, 3000, Australia
Website: www.hfw.com
Contact: **Mr R. C. Springall** +61 416 052 015 (Mobile)
robert.springall@hfw.com
Mr N. van der Reyden +61 400 878 527 (Mobile)
nic.vanderreyden@hfw.com
Mr G. Vallely +61 416 052 023 (Mobile)
gavin.vallely@hfw.com

MERSIN Turkey

Omur Marine Ltd.

Telephone: +90 324 232 2953
Facsimile: +90 324 233 6360
Address: Uray Cad. Guvenc Is Merkezi, B Blok K, 1 Daire 22, Mersin, 33060, Turkey
E-mail: omurmarineltd@omurmarineltd.com
Contact: **Mr K. Dogan** +90 532 311 9163 (Mobile)
k.dogan@omurmarineltd.com

All correspondence through Istanbul office

MESSINA Italy

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

Telephone: +39 0962 25312
Facsimile: +39 0962 26591
Address: Corso Garibaldi 267/A, Messina, Sicily, 98122, Italy
E-mail: garbutt@carboymessina.com
Contact: **Capt. D. Blandina** +39 348 650 0891 (Mobile)
Mr S. Garbutt +39 347 685 4837 (Mobile)

Tagliavia & Co. S.r.l.

See Palermo

MEXICO CITY Mexico

Charles Taylor Consulting Mexico S.A. de C.V.

Telephone: +52 55 3000 1880
Facsimile: +52 55 3000 1889
Address: Orizaba 32, Col Roma Norte, Del Cuauhtemoc, Mexico City, CP 06700, Mexico
Website: www.ctplc.com
Contact: **Ing. F. Nicolai** +52 55 5217 2564 (Mobile)
felipe.ramirez@ctplc.com
Mr A. M. Gonzalez +52 55 5455 2065 (Mobile)
alejandromartinez@ctplc.com

MIAMI Fla., U.S.A.**Charles Taylor P&I
Management (Americas),
Inc**

See New York

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

Website: www.dkmaritime.com

Contact: **Mr C. De Leo** +1 305 588 7817 (Mobile)
cdeleo@dkmaritime.com**Mr J. Kuylenstierna** +1 786 258 3761 (Mobile)
jkuylenstierna@dkmaritime.com**Mr D. Hartley** +1 305 890 3371 (Mobile)
dhartley@dkmaritime.com**Mr R. Little** +1 786 863 3733 (Mobile)
rlittle@dkmaritime.com

24 hours emergency phone number +1 305 588 7817

MILAZZO Italy

See Messina

MILFORD HAVEN United Kingdom

See Liverpool

MILWAUKEE Wisconsin, U.S.A.**Davis & Kuelthau**
(Lawyers)Telephone: +1 414 276 0200
Facsimile: +1 414 276 9647
Address: 111 E. Kilbourn, Suite 1400, Milwaukee, Wisconsin, 53202-6613,
United States of America

Website: www.dkattorneys.com

Contact: **Ms K. Nusslock** +1 414 412 5917 (Mobile)
knusslock@dkattorneys.com**MINA AL FAHAL Sultanate of Oman**

See Muscat

MIRI Sarawak, Malaysia**Harrisons Trading**
(Sarawak) Sdn. Bhd.Telephone: +60 85 651 011
Facsimile: +60 85 655 858
Address: P.O. Box 174, 98007, MiriContact: **Mr Y. H. Guan** +60 19 851 3628 (Mobile)**MISURATA Libya****Shtewi Legal & Pandi**
Services

See Tripoli

MOBILE Alabama., U.S.A.**Charles Taylor Adjusting**

See Houston

Maynard Cooper & Gale Pc
(Lawyers)

Telephone: +1 251 432 0001
 Facsimile: +1 251 432 0007
 Address: 11 North Water Street, Suite 27000, Mobile, Alabama,
 36602-5027, United States of America

Contact:	Mr T. Rue	+1 251 604 4544 (Mobile) true@maynardcooper.com
	Mr D. Hannan	+1 251 454 8920 (Mobile) dhannan@maynardcooper.com
	Mr J. Betzeze	+1 251 401 6217 (Mobile) jbetzeze@maynardcooper.com
	Mr J. Segarra	+1 251 421 2667 (Mobile) bsegarra@maynardcooper.com

MOGADISHU Somalia**Omer Ali Dualeh & Co.**

Telephone: +252 1 594 4208
 Facsimile: +252 1 215 635
 Address: 1st July Street, P.O. Box 126, Mogadishu, Somalia
 E-mail: omaarco@yahoo.com

Contact:	Mr A. Ali	+252 2442 7016 (Mobile)
----------	------------------	-------------------------

In case of difficulty, contact Jeddah office Tel: +9662 698 4296, Fax: +9662 619 6965,
 e-mail: omaarco@yahoo.com. After hours mobile: +966 50 335 0639. All mail to the following address:
 c/o P.O. Box 3050, Jeddah, 21471, Saudi Arabia

MOJI AND WESTERN JAPANESE PORTS Japan

See Tokyo

MOKHA Yemen, Republic of

See Hodeidah

MOMBASA Kenya**P&I Associates (Pty) Ltd.**

Telephone: +254 41 222 2494
 Facsimile: +254 41 222 0511
 Address: c/o Protecting & Indemnity Kenya Ltd., 3rd Floor, Jubilee
 Insurance Building, Suite 15, Moi Avenue, Mombasa, Kenya
 E-mail: pandi@africaonline.co.ke
 Website: www.pandi.co.za

Contact:	Capt. M. Ittiso	+254 733 803 226 (Mobile)
	Mr L. Gishoi	+254 727 351 865 (Mobile)

MONACO Monaco**Mazier & Ballini Law Office**
(Lawyers)

Telephone: +377 9777 8090
 Facsimile: +377 9777 8091
 Address: G. Pastor Center, 7 Rue du Gabian, Monte Carlo, 98000, Monaco
 E-mail: info@mblawoffice.eu

Contact:	Mr E. Mazier	+377 607 936 909 (Mobile) enrico.mazier@mblawoffice.eu
	Ms I. Ballini	+336 406 293 85 (Mobile) irene.ballini@mblawoffice.eu

MONFALCONE Italy

See Trieste

MONGSTAD Norway

GAC Norway AS

Telephone: +47 4060 2722
 Facsimile: +47 4831 3877
 Address: Nordic House, Litlaas 8, Mongstad, 5954, Norway
 E-mail: norway@gac.com
 Website: www.gac.com/norway

Contact:	Capt. B. Kongsli	+47 4832 2590 (Mobile) bjorn.kongsli@gac.com
	Mr O. F. Torpe	+47 9920 2555 (Mobile) olefredrik.torpe@gac.com
	Mr A. Ozsoy	+47 9920 2526 (Mobile) ahmet.ozsoy@gac.com
	Mrs S. Maskhulia	+47 9100 5803 (Mobile) salomea.maskhulia@gac.com

24 hours duty phone number: +47 4831 5010, e-mail: pandi.norway@gac.com

MONROVIA Liberia

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
 E-mail: africamarine@aol.com
 Website: www.africamarineltd.com

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

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

MONTEVIDEO Uruguay

Chadwick Weir Navegacion
S.A.

Telephone: +598 2 916 1168
 Facsimile: +598 2 916 2265
 Address: Colon 1498, Off 202, Montevideo, 11000, Uruguay
 E-mail: chw@chw.com.uy

Contact:	Capt. A. Laborde	+598 95 60 96 51 (Mobile) alejandro.laborde@chw.com.uy
	Mr B. Polo	+598 95 65 91 15 (Mobile) bettina.polo@chw.com.uy

MONTOIR France

See Donges

MONTREAL Canada

Shipowners Assurance Management Limited

Telephone: +1 514 393 9864
Facsimile: +1 514 393 3848
Address: 620 Rue St.Jacques, Suite 305, Montreal, Quebec, H3C 1C7, Canada

Contact:	Mr P. Rozum	+1 514 594 6443 (Mobile) peter.rozum@shipassurance.ca
	Mr A. Loiseau	+1 514 945 8884 (Mobile) alan.loiseau@shipassurance.ca
	Mr S. Rozum	+1 514 865 3876 (Mobile) sean.rozum@shipassurance.ca

Brisset Bishop

Telephone: +1 514 393 3700
Facsimile: +1 514 393 1211
Address: 2020 University, Suite 2020, Montreal, Quebec, H3A 2A5, Canada

E-mail: general@brissetbishop.com
Website: www.brissetbishop.com

Contact:	Mr V. DeMarco	+1 514 984 4410 (Mobile) victordemarco@brissetbishop.com
	Mr N. Spillane	+1 514 248 5557 (Mobile) nickspillane@brissetbishop.com
	Ms D. Dion	+1 514 984 4417 (Mobile) danieledion@brissetbishop.com
	Mr D. Colford	+1 514 389 7168 (Home) davidcolford@brissetbishop.com

Borden Ladner Gervais LLP

Telephone: +1 514 879 1212
Facsimile: +1 514 954 1905
Address: 1000, rue De La Gauchetiere Ouest, Suite 900, Montréal, Quebec, H3B 5H4, Canada

E-mail: admiralty@blg.com

Contact:	Mr P. J. Bolger	+1 514 836 4088 (Mobile) jbolger@blgcanada.com
	Mr P. Pamel	+1 514 714 3169 (Mobile) ppamel@blg.com
	Mr D. McGuire	+1 514 710 3105 (Mobile) dmcguire@blg.com
	Mr J-M. Fontaine	+1 514 295 8028 (Mobile) jfontaine@blg.com

MORMUGAO India

Chowgule Brothers Pvt. Ltd.

Telephone: +91 832 252 1025
Facsimile: +91 832 252 1011
Address: Chowgule House, Mormugao Harbour, Goa, 403 803, India
E-mail: pni.cb@chowgule.co.in
Website: www.chowgulebros.com
Contact: **Mr G. Dias** +91 982 060 5558 (Mobile)
gladwyn.cb@chowgule.co.in
Mr S. Shetye +91 942 244 5801 (Mobile)
sshetye.cb@chowgule.co.in

MOSCOW Russia

CIS Pandi Services

Telephone: +7 495 988 34 11
Facsimile: +7 495 988 34 11
Address: 9 Godovikova Street, Building 3, Office 4, 5, Moscow, 129085, Russia
E-mail: moscow@cispandi.com
Contact: **Capt. D. Bukanovskiy** +7 916 997 1874 (Mobile)
dmitry.bukanovskiy@cispandi.com

Jurinflot International Law Firm

Telephone: +7 495 792 5701
Facsimile: +7 495 792 5700
Address: Building 8, 34 Marxiatakaya Str., P.O. Box 60, Moscow, 109147, Russia
E-mail: jurin@jurinflot.ru
Contact: **Mr V. Ermolaev** +7 495 763 0382 (Mobile)
jurinflot-ermolaev@lawyer.com
Ms N. Usanova +7 916 613 5822 (Mobile)
natalia.usanova@jurinflot.ru
A. Ermolaev +7 916 353 3274 (Mobile)
alexv.ermolaev@gmail.com

MOSTYN United Kingdom

See Liverpool

MOUNT MAUNGANUI New Zealand

P & I Services Ltd.

See Auckland

MUMBAI India

James MacKintosh & Co. Pvt. Ltd.

Telephone:	+91 22 6638 3535	
Facsimile:	+91 22 6638 3402	
Address:	Lotus Corporate Park, Western Express Highway, Goregaon (E), Mumbai, 400 063, India	
E-mail:	p&i@jamesmackintosh.com	
Website:	www.jamesmackintosh.com	
Contact:	Mr H. F. Commissariat	+91 98 200 44780 (Mobile) hcommissariat@jamesmackintosh.com
	Mr F. Commissariat	+91 98 200 44781 (Mobile)
	Mr G. Jacob	+91 98 200 76119 (Mobile) gjacob@jamesmackintosh.com
	Mr S. D'Souza	+91 98 204 51713 (Mobile)

MURMANSK Russia

Pandi Services East

See Kaliningrad

MUSCAT Sultanate of Oman

Inchcape Shipping Services

Telephone:	+968 2486 3950	
Facsimile:	+968 2478 6320	
Address:	Ground Floor Building 483, Al Noor Street, Way No. 3109, Block No. 131 – Ruwi, Muscat, 112, Oman	
Website:	www.iss-shipping.com	
Contact:	Mr D. Bhat	+968 9217 0895 (Mobile) divya.bhat@iss-shipping.com

NAGASAKI Japan

See Tokyo

NAGOYA Japan

See Tokyo

NAKHODKA Russia

See Vladivostok

NANTES France

Normandy P & I Services

See Rouen

NAPIER New Zealand

See Auckland

NAPLES Italy

Holme & Co. S.r.l.

Telephone: +39 081 764 7075
Facsimile: +39 081 764 7520
Address: Via S. Lucia 50, Naples, 80132, Italy
E-mail: holmemarine@holme.it
Website: www.holme.it

Contact: **Mr G. Avolio de Martino** +39 335 697 3324 (Mobile)
Mr M. Markowicz +39 335 697 3325 (Mobile)
Mrs O. Avolio de Martino +39 320 045 2593 (Mobile)

Ferpandi S.r.l.

Telephone: +39 081 551 8790
Facsimile: +39 081 551 1617
Address: Piazza Municipio 84, Naples, 80133, Italy
E-mail: napoli@ferpandi.com

Contact: **Mr A. Liguoro** +39 335 564 9604 (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
E-mail: studio@castaldomagliuloassociati.it

Contact: **Avv. G. Borriello** +39 331 416 6141 (Mobile)
g.borriello@studiocastaldo.net
Mr V. Sotunde +39 348 590 0937 (Mobile)
v.sotunde@castaldomagliuloassociati.it
Mr S. Castaldo +39 334 687 1532 (Mobile)

Studi Legali Consociati (Lawyers)

Telephone: +39 081 428 8242
Facsimile: +39 081 551 8341
Address: Piazza G. Bovio 22, Naples, 80133, Italy

Contact: **Avv. V. Porzio** +39 335 753 5856 (Mobile)
vittorio.porzio@slconsociati.com
Mr A. Serino +39 335 753 5855 (Mobile)
alberto.serino@slconsociati.com
Avv. G. Porzio +39 335 753 5851 (Mobile)
giancarlo.porzio@slconsociati.com

NASSAU Bahamas

West Atlantic Marine

See Freeport

Dupuch & Turnquest & Co.

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

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

NATAL Brazil

See Recife

NECOCHEA Argentina

See Bahia Blanca

NEW JERSEY N.Y., U.S.A.

See New York

NEW MANGALORE India

See Mangalore

NEW ORLEANS La., U.S.A.

Charles Taylor Adjusting

See Houston

Murphy Rogers Sloss & Gambel
(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

E-mail: firm@mrsnola.com
Website: www.mrsnola.com

Contact: **Mr R. H. Murphy** +1 504 495 2042 (Mobile)
rmurphy@mrsnola.com

Mr P. Sloss +1 504 615 1200 (Mobile)
psloss@mrsnola.com

Mr C. L. Whited +1 513 505 9698 (Mobile)
cwhited@mrsnola.com

Mr P. Tompkins +1 504 451 3640 (Mobile)
ptompkins@mrsnola.com

NEW PLYMOUTH New Zealand

See Auckland

NEW YORK N.Y., U.S.A.

Charles Taylor P&I Management (Americas) Inc.

Telephone: +1 212 809 8085
Facsimile: +1 212 968 1978
Address: 75 Broad Street, Suite 2505, New York, New York, 10004, United States of America

E-mail: pandi.newyork@ctplc.com
Website: www.ctplc.com

Contact: **Mr L. Lambert** +1 973 444 2683 (Mobile)
leroy.lambert@ctplc.com

Ms R. Hamra +1 646 321 2146 (Mobile)
rebecca.hamra@ctplc.com

Ms L. O'Loughlin +1 646 321 1494 (Mobile)
leanne.oloughlin@ctplc.com

NEWCASTLE Australia

Bayside Shipping Services Pty Ltd.

See Sydney

Catherine Henry Partners

Telephone: +612 4929 3995
Facsimile: +612 4929 2099
Address: Level 5, 57 Hunter Street, Newcastle, New South Wales, 2300, Australia

Website: www.chpartners.com.au

Contact: **Mr M. Crameri** +614 1921 4243 (Mobile)
+612 4950 9495 (Home)
mcrameri@exemail.com.au

NICOSIA Cyprus**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	
E-mail:	hbaltd@spidernet.com.cy	
Website:	www.hba.com.cy	
Contact:	Mr L. Loizou	+357 99 440 211 (Mobile)
	Mr T. Kritikos	+357 99 615 669 (Mobile)

Elias Marine Consultants Limited

See Limassol

NINGBO China

See Beijing

NORDENHAM Germany

See Bremen

NORFOLK Va., U.S.A.**Charles Taylor P&I Management (Americas), Inc.**

See New York

Vandeventer Black LLP
(Lawyers)

Telephone:	+1 757 446 8600	
Facsimile:	+1 757 446 8670	
Address:	500 World Trade Center, Norfolk, Virginia, 23510-1699, United States of America	
E-mail:	norfolk@vanblk.com	
Website:	www.vanblk.com	
Contact:	Mr M. Coberly	+1 757 676 6771 (Mobile) mcoberly@vanblk.com
	Mr E. Powers	+1 757 287 6788 (Mobile) epowers@vanblk.com

Troutman Sanders LLP

Telephone:	+1 757 640 0004	
Facsimile:	+1 757 687 7510	
Address:	150 West Main Street, Suite 1600, Norfolk, Virginia, 23510, United States of America	
Website:	www.troutmansanders.com	
Contact:	Mr D. Sump	+1 757 647 2399 (Mobile)
	Mr J. Barlow	+1 804 837 0427 (Mobile)

NOUADHIBOU Mauritania

See Nouakchott

NOUAKCHOTT Mauritania

T.C.I. (Africa)

Telephone: +222 4 525 6894
Facsimile: +222 4 525 3287
Address: BP 3033, Nouakchott, Mauritania
E-mail: tci-nouakchott@tci-africa.com
Website: www.eltvedtosullivan.com

Contact: **Mr M. Lemine** +222 3630 5160 (Mobile)
Mr A. Diop +222 4667 4782 (Mobile)
tci-nouakchott@mauritel.mr

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers. Please copy e-mail correspondence to TCI Dakar: tci-dakar@tci-africa.com

Budd Mauritania

Telephone: +222 4521 2306
Address: Appartment 4, Immeuble Najah, 46 Avenue John Kennedy, Nouakchott, Mauritania
E-mail: budd.mauritania@budd-pni.com
Website: www.budd-pni.com

Contact: **Mr A. Alioune** +222 4676 7867 (Mobile)

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

NOUMEA New Caledonia

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
E-mail: jackalain@gmail.com
Website: www.mcleangroup.fr

Contact: **Capt. A. Le Breton** +687 781 084 (Mobile)

Also via Paris: Mrs. T. Mauduit +33 680 030402 mobile

NOVOROSSIYSK Russia

CIS Pandi Services

Telephone: +7 8617 711 533
Facsimile: +7 8617 711 533
Address: 95 Fabritchnaya Street, P.O. Box 139, Novorossiysk, 353923, Russia
E-mail: novo@cispandi.com

Contact: **Mr O. Shashkin** +7 988 762 7563 (Mobile)
Mrs I. Ketova +7 928 415 0157 (Mobile)

NYKOLAYEV Ukraine

See Odessa

ODESSA Ukraine

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
E-mail: company@dias-co.com
Website: www.dias-co.com

Contact: **Mr I. Cherezov** +380 67 480 3434 (Mobile)
+380 48 740 0042 (Home)

Mr D. Gololobov +380 67 480 4899 (Mobile)
+380 48 737 0198 (Home)
gololobov@dias-co.com

Mrs E. Trofanyuk +380 67 483 8231 (Mobile)
+380 48 237 3419 (Home)
trofanyuk@dias-co.com

CIS Pandi Services

Telephone: +380 48 237 6915
Facsimile: +380 48 234 8328
Address: 76 Bazarnaya Street, Suite 7, Odessa, 65011, Ukraine
E-mail: odessa@cispandi.com

Contact: **Mr P. Svertilov** +380 67 484 6884 (Mobile)

OLBIA Sardinia

Tagliavia & Co. S.r.l.

See Porto Torres

OPORTO Portugal

Pinto Basto Commercial Lda.

See Leixoes

ORAN Algeria

See Algiers

OSAKA Japan

See Tokyo

OSLO Norway

P&I Scandinavia A/S

Telephone: +47 22 41 59 05
Facsimile: +47 22 33 50 20
Address: Fred Olsensgt. 3B, Oslo, 0152, Norway
E-mail: info.no@pandiscan.com
Website: www.pandiscan.com

Contact: **K. Presterud** +47 22 9130 4104 (Mobile)

T. Johansen +47 22 9713 2186 (Mobile)

OSTEND Belgium

See Antwerp

OWENDO Gabon

See Libreville

PAGO PAGO Samoa Island

William H. Reardon

Telephone: +684 633 1533
Facsimile: +684 633 1537
Address: Faga' Alu Park, P.O. Box 3452, Pago Pago, Samoa
E-mail: reardon@samoatelco.com
Contact: **Mr W. Reardon** +684 633 4004 (Home)

PALAMOS Spain

Felix Ribera e Hijos S.A.

Telephone: +34 972 314 400
Facsimile: +34 972 315 450
Address: Calle Pages Ortiz 94, P.O. Box 4, Palamos, 17230, Spain
E-mail: info@fribera.es
Website: www.fribera.es
Contact: **Mr F. Ribera** +34 610 430 783 (Mobile)

Alternative phone numbers: +34 972 314 404 +34 972 314 666

PALERMO Italy

Tagliavia & Co. S.r.l.

Telephone: +39 091 587 377
Facsimile: +39 091 322 435
Address: Via Emerico Amari 8, Palermo, 90139, Italy
E-mail: info@tagliaviapandi.it
Website: www.tagliaviapandi.it
Contact: **Mrs A. Rowell** +39 348 601 7621 (Mobile)
ann.rowell@tagliaviapandi.it
Mr G. Tagliavia +39 348 601 7625 (Mobile)
gaetano.tagliavia@tagliaviapandi.it
Ms G. Tagliavia +39 339 808 9130 (Mobile)
giulia.argano@tagliaviapandi.it

PALMA DE MALLORCA Spain

Hispania P&I Correspondents

See Barcelona

PAPEETE Tahiti

Agence Maritime de Fare Ute

Telephone: +689 425 561
Facsimile: +689 428 608
Address: BP 9100, Motu Uta, Papeete, Tahiti, 98715, French Polynesia
E-mail: general@amfu.pf
Website: www.tahiti-shipping.com
Contact: **Mr B. Gilroy** +689 796 605 (Mobile)
bgilroy@amfu.pf

PARAMARIBO Republic of Surinam

Independent Maritime Bureau (Suriname) N.V.

Telephone: +597 473 512
Facsimile: +597 472 473
Address: Dominestraat 34, P.O. Box 2924, Paramaribo, Surinam
Contact: **Mr H. Bromet** +597 880 6518 (Mobile)
hbromet@sr.net

PARANAGUA Brazil

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

Telephone: +55 41 3422 5512
Facsimile: +55 41 3423 1691
Address: P.O. Box 355, Centro Historico, Paranagua, 83203-970, Brazil
E-mail: pandi-png@pandi-png.com.br
Website: www.pandi-png.com.br

Contact: **Mr J. Frumento Filho** +55 9978 2564 (Mobile)
+55 41 3422 5505 (Home)
frumento@pandi-png.com.br

Mr A. Abreu +55 41 9903 9631 (Mobile)
+55 41 3425 5520 (Home)
abreu@pandi-png.com.br

PARIS France

Budd S.A.

Telephone: +33 1 4256 3612
Facsimile: +33 1 4561 0980
Address: 35 Avenue des Champs Elysees, Paris, 75008, France
E-mail: budd.paris@budd-pni.com
Website: www.budd-pni.com

Contact: **Mr J. Budd** +33 6 0777 4117 (Mobile)
james.budd@budd-pni.com

Mr P. Delaporte +33 6 0795 6026 (Mobile)
philippe.delaporte@budd-pni.com

Ms R. Li +33 6 7982 2539 (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 e-mails to general.marseille@budd-pni.com

Charles Taylor Adjusting

Telephone: +33 1 5343 0030
Facsimile: +33 1 5330 0040
Address: 3 Rue Scribe, Paris, 75009, France
Website: www.ctplc.com

Contact: **Mr C. G. Cole** +33 6 8666 5558 (Mobile)
+33 1 5343 0030 (Home)
christopher.cole@ctplc.com

PASAJES Spain

See Bilbao

PENANG Malaysia

Charles Taylor Marine Sdn. Bhd.

Telephone: +60 3 7781 2260
Facsimile: +60 3 7781 2261
Address: 602, 6th Floor, Menara Mutiara Majestic, 15 Jalan Othman, Petaling Jaya, Selangor, 46000, Malaysia
Website: www.ctplc.com

Contact: **Capt. S. Divakaran** +60 12 207 2519 (Mobile)
siva.divakaran@ctplc.com

PENSACOLA Fla., U.S.A.

Charles Taylor Adjusting

See Houston

PERTH Australia

**Bayside Shipping Services
Pty Ltd.**

See Sydney

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	
E-mail:	comac@cocksmacnish.com.au	
Website:	www.cocksmacnish.com.au	
Contact:	Mr T. E. Cocks	+61 418 925 546 (Mobile) tim@cocksmacnish.com.au
	Mr A. Nichols	+61 417 959 935 (Mobile) ashley@cocksmacnish.com.au
	Mr W. Naseem	+61 400 786 730 (Mobile)
	Mr P. Hopwood	+61 408 931 649 (Mobile)

PHILADELPHIA Pa, U.S.A.

**Charles Taylor P&I
Management (Americas),
Inc.**

See New York

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	
Website:	www.blankrome.com	
Contact:	Mr J. Moller	+1 215 630 0263 (Mobile) moller@blankrome.com
	Mr J. Quinlan	+1 267 243 9331 (Mobile) quinlan@blankrome.com

PHNOM PENH Cambodia

**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	
E-mail:	operations@seasia-group.com	
Contact:	Mr P. Sour	+855 1146 5555 (Mobile) cambodia@seasia.com.sg

PIRAEUS Greece

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
E-mail: pandi.piraeus@ctplc.com
Website: www.ctplc.com

Contact:	Mr P. Stephenson	+30 6947 940 096 (Mobile) +30 2130 249 976 (Home) philip.stephenson@ctplc.com
	Mrs C. Soulaki	+30 6951 974 152 (Mobile) christina.soulaki@ctplc.com
	Ms A. Doumeni	+30 6951 006 764 (Mobile) anna.doumeni@ctplc.com
	Ms A. Kallini	+30 6977 402 510 (Mobile) angeliki.kallini@ctplc.com
	Ms M. Mavroudi	+30 6937 439 359 (Mobile) maria.mavroudi@ctplc.com
	Mr K. Samaritis	+30 6955 806 101 (Mobile) konstantinos.samaritis@ctplc.com

N. Goyios – A. Nassikas

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

Contact:	Mr A. Nassikas	+30 6944 283 809 (Mobile)
	Mr A. Koutsofios	+30 6972 794 229 (Mobile)
	Mr C. Sotiriadis	+30 6972 770 319 (Mobile)
	Mr A. Rontiris	+30 6974 144 222 (Mobile)

PLYMOUTH United Kingdom

Davies Johnson & Co (Lawyers)

Telephone: +44 1752 226 020
Facsimile: +44 1752 225 882
Address: The Old Harbour Office, Guy's Quay, Sutton Harbour, Plymouth, Devon, PL4 0ES, United Kingdom
E-mail: admin@djco.co.uk
Website: www.djco.co.uk

Contact:	Ms J. Ward	+44 7710 255 817 (Mobile) jw@djco.co.uk
	Mr A. Fox	+44 7710 251 793 (Mobile) af@djco.co.uk
	Mr C. Patterson	+44 7843 280 647 (Mobile) crp@djco.co.uk
	Ms J. Gliddon	+44 7766 558 453 (Mobile) jg@djco.co.uk

POINTE A PITRE Guadeloupe**McLeans FWI**

Telephone: +33 690 357 023
 Address: Maison Petrel, Dorville, Baie Mahault, 97122, Guadeloupe
 E-mail: mcleansfwi@mcleans.fr
 Website: www.mcleangroup.fr

Contact:	Mr L. Petrelluzzi	+33 690 357 023 (Mobile)
	Mr P. Garo	+33 6 0779 2028 (Mobile)
		pgaro@mcleans.fr

POINTE DES GALETS Reunion Island

See Port Reunion

POINTE NOIRE Congo, Republic of**T.C.I. (Africa)**

Telephone: +242 22 94 7608
 Facsimile: +242 22 94 2860
 Address: B.P. 5 178, Pointe Noire, Congo
 E-mail: tci-pointe-oire@tci-africa.com

Contact:	Mr I. Tall	+242 06 662 6253 (Mobile)
		+242 06 664 4215 (Home)
	Mr S. Tall	+242 05 563 8198 (Mobile)
	Mr P. Kinda	+242 04 432 2177 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille +33 491 140 460. After office hours S. Webster +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers

PONTA DELGADA Azores**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
 E-mail: albano.agency@mail.telepac.pt
 Website: www.albano-agency-azores.com

Contact:	Dr A. Raposo	+351 917 765 828 (Mobile)
	Mr R. Paulino	+351 917 205 230 (Mobile)
	Mr J. Raposo	+351 917 287 275 (Mobile)
	Mr R. Fragata	+351 963 454 834 (Mobile)

PORT ALFRED Canada

See Quebec

PORT ARTHUR Texas, U.S.A.**Charles Taylor Adjusting**

See Houston

PORT AU PRINCE Haiti**Antoine Hogarth S.A.**

Telephone: +509 2813 1965
 Address: 1 Rue Assad Turgeau, P.O. Box 1255, Port au Prince, Haiti
 E-mail: ahogarthsa@aol.com

Contact:	Mr M. Hogarth	+509 3701 5414 maurice@hogarthsa.com
	Mrs M. Hogarth	+509 3701 6668 marielyn@hogarthsa.com
	Mr J. Hogarth	+509 3881 8181 jean@hogarthsa.com

PORT CANAVERAL Fla., U.S.A.**Charles Taylor P&I Management (Americas), Inc**

See New York

Lau, Lane, Pieper, Conley & McCreadie (Lawyers)

See Tampa

PORT CARTIER Canada

See Quebec

PORT CHALMERS New Zealand**P & I Services Ltd.**

See Auckland

PORT DE BOUC France

See Fos

PORT ELIZABETH South Africa**P&I Associates**

See Durban

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.bowman.co.za

Contact:	Mr C. Cunningham	+27 82 806 6001 (Mobile) c.cunningham@bowman.co.za
	Mr J. Prain	+27 72 596 7658 (Mobile) j.prain@bowman.co.za
	Mr C. Baker	+27 82 655 2649 (Mobile) cbcb@intekom.co.za

PORT EVERGLADES Fla., U.S.A.

See New York

PORT GENTIL Gabon

TCl (Africa)

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

Contact: **Mr S. Moteyen** +241 07 671 621 (Mobile)
stephane.moteyen@bollore.com

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours please contact S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers

PORT HARCOURT Nigeria

TCl (Africa) Lagos

See Lagos

Africa Marine Services (Nigeria)

Telephone: +234 84 461 190
Facsimile: +234 84 461 189
Address: 7A, Nsirim Crescent, GRA III, Port Harcourt, Rivers State, Nigeria
Contact: **Mr I. Marsh** +234 803 323 6039 (Mobile)
iainmarsh@sh2002@yahoo.co.uk

24 hours London contact number: +44 20 7613 0131, e-mail: africamarine@aol.com

PORT HEDLAND Australia

Bayside Shipping Services Pty Ltd.

See Sydney

PORT KELANG Malaysia

Charles Taylor Marine Sdn. Bhd.

Telephone: +60 3 7781 2260
Facsimile: +60 3 7781 2261
Address: 602, 6th Floor, Menara Mutiara Majestic, 15 Jalan Othman, 46000 Petaling Jaya, Selangor

Contact: **Capt. S. Divakaran** +60 12 207 2519 (Mobile)
siva.divakaran@ctplc.com

PORT KEMBLA Australia

Bayside Shipping Services Pty Ltd.

See Sydney

PORT LA NOUVELLE France

See Sete

PORT LOUIS Mauritius

Blyth Brothers & Co. Ltd.

Telephone: +230 206 6950
Facsimile: +230 217 4939
Address: FDM Complex No. 2, Freeport Zone 8, Mer Rouge, Port Louis, Mauritius
E-mail: shpman@iblgroupp.com
Website: www.iblgroupp.com

Contact: **Capt. T. Perrier** +230 940 3650 (Mobile)
tperrier@iblgroupp.com
Mr R. Saminaden +230 5760 3216 (Mobile)
seaways@iblgroupp.com

PORT MORESBY Papua New Guinea

Brian White & Associates

Telephone: +675 311 2311
Facsimile: +675 325 5007
Address: 1st Floor, Investwell Building, Off Cameron Road Gordons Industrial Estate, P.O. Box 698, Port Moresby, Papua New Guinea
E-mail: moresby@bwamarine.com
Website: www.bwamarine.com

Contact:	Mrs M. Aria	+675 7380 3481 (Mobile)
	Mr B. White	+675 7347 5497 (Mobile)
		brian@bwamarine.com

24 hours emergency phone number: +617 4031 4911. In case of communication difficulties contact the Cairns office

PORT OF SPAIN Trinidad

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
E-mail: mail@tealpandi.com

Contact:	Mr P. Taylor	+1 868 678 8518 (Mobile)
	Ms D. Taylor	+1 868 678 8085 (Mobile)
	Ms L. Farrell	+1 868 684 6754 (Mobile)

PORT REUNION Reunion Island

Indoceanic Services Ltd.

Telephone: +262 262 438 585
Facsimile: +262 262 420 310
Address: 17 Rue Roland Hoareau, Bp10186, 97825, Le Port Cedex, Le Port, Reunion Island
E-mail: pandit@indoceanic.com
Website: www.indoceanic.com

Contact:	Ms D. Thomson	+262 692 017 777 (Mobile)
	Mr G. Philippe	+262 692 019 999 (Mobile)
	Mr H. Thomson	+262 692 852 929 (Mobile)

PORT SAID Egypt

Abou Ali (Lawyers)

Telephone: +20 66 332 8859
Facsimile: +20 66 332 4032
Address: 45 Abdel Salaam Aref Street, Al Hana Bldg. First Floor, P.O. Box 456, Port Said, Egypt
E-mail: abouali@aboualilaw.com
Website: www.aboualilaw.com

Contact:	Mr M. Abou Ali	+20 12 215 7691 (Mobile) mgabouali@aboualilaw.com
	Mr A. Abou Ali	+20 12 211 4561 (Mobile) aabouali@aboualilaw.com
	Mr T. Abou Ali	+20 12 215 7937 (Mobile) tabouali@aboualilaw.com
	Mr K. Abou Ali	+20 12 215 3156 (Mobile) kabouali@aboualilaw.com

PORT SAINT LOUIS DU RHONE France

See Fos

PORT SALAJAH Sultanate of Oman

See Muscat

PORT SUDAN 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
 Website: www.mushtaraka-iraq.com

Contact:	Mr O. Badawi	+249 9123 34920 (Mobile) osman.badawi@mushtaraka.com
	Mr A. Hassan	+249 9125 18463 (Mobile) amir.hassan@mushtaraka.com

PORT SULTAN QABOOS Sultanate of Oman

See Muscat

PORT WALCOTT Australia

See Sydney

PORTLAND Maine, U.S.A.

Charles Taylor P&I Management (Americas), Inc

See New York

Thompson, Bull, Furey, Bass & MacColl (Lawyers)

Telephone: +1 207 774 7600
 Facsimile: +1 207 722 1039
 Address: 120 Exchange Street, Portland, Maine, 04112-0447, United States of America
 Website: www.thomport.com

Contact:	Mr J. Bass	+1 207 831 0846 (Mobile) +1 207 775 3627 (Home) jbass@thomport.com
	Mr M. Furey	+1 207 233 4892 (Mobile) mfurey@thomport.com
	Mr E. MacColl	+1 207 671 9735 (Mobile) emaccoll@thomport.com
	Mr B. Bowman	+1 207 632 3034 (Mobile) bbowman@thomport.com

PORTLAND Oregon, U.S.A.**Wood Tatum
(Lawyers)**

Telephone: +1 503 224 5430
 Facsimile: +1 503 241 7235
 Address: 6915 SW Macadam Avenue, Suite 115, Portland, Oregon, 97219,
 United States of America
 E-mail: woodtatum@woodtatum.com
 Website: www.woodtatum.com

Contact:	Mrs R. Sanders	+1 503 887 4907 (Mobile) ris@woodtatum.com
	Mr J. Mercer	+1 503 313 8731 (Mobile) jcm@woodtatum.com
	Mr T. Zilbert	+1 503 709 3136 (Mobile) taz@woodtatum.com

PORTO ALEGRE Brazil

See Rio Grande

PORTO EMPODOCLE Italy

See Palermo

PORTO NOGARO Italy

See Trieste

PORTO TORRES Sardinia**Tagliavia & Co. S.r.l.**

Telephone: +39 091 587 377
 Facsimile: +39 091 322 435
 Address: Via Canellas 30, Cagliari, 09124, Italy
 E-mail: info@tagliaviapandi.it
 Website: www.tagliaviapandi.it

Contact:	Mrs A. Rowell	+39 348 601 7621 (Mobile) ann.rowell@tagliaviapandi.it
	Mr G. Tagliavia	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it
	Ms G. Tagliavia	+39 339 808 9130 (Mobile) giulia.argano@tagliaviapandi.it

PORTSMOUTH Va., U.S.A.

See New York

POTI Georgia**Vitsan Poti**

Telephone: +995 393 21107
 Facsimile: +995 393 21107
 Address: Liepaya Street 8/12, Poti, Georgia
 E-mail: vitsan@vitsan.com.tr

All correspondence to Istanbul office, Mr Selim Bilgisin Tel: +90 212 0600, Fax: +90 212 249 4434,
 Mobile: +90 532 211 1248, e-mail: selim@vitsan.com.tr

PROGRESO Mexico

See Mexico City

PUERTO AISEN Chile

See Valparaiso

PUERTO BARRIOS Guatemala

See Guatemala City

PUERTO BOLIVAR Colombia

See Bogota

PUERTO BOLIVAR Ecuador

See Guayaquil

PUERTO CABELLO Venezuela

Pandi Venezuela EMC

See Caracas

PUERTO CASTILLA Honduras

See San Pedro Sula

PUERTO CORTES Honduras

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

E-mail: mcahonduras@yahoo.com

Contact: **Ms E. Guzman** +504 9990 4540 (Mobile)
evagwork@gmail.com

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

PUERTO LA CRUZ Venezuela

See Puerto Ordaz

PUERTO LIMON Costa Rica

**Maritime Claims-Americas,
Inc.**

Telephone: +506 2758 2515

Facsimile: +506 2758 2298

Address: Prince Thousand, Puerto Limon, Costa Rica

E-mail: bernando@medintercr.com

Contact: **Mr B. Rickets** +506 8351 6427 (Mobile)

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

PUERTO MONTT Chile

See Valparaiso

PUERTO ORDAZ Venezuela

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

E-mail: orinocosurvey@gmail.com

Contact: **Mr J. Gudiker** +58 414 875 3301 (Mobile)
+58 286 962 8924 (Home)

PUERTO SANDINO Nicaragua

See Corinto

PUERTO VALLARTA Mexico

See Mexico City

PUNTA ARENAS Chile

See Valparaiso

PUNTARENAS Costa Rica

See San Jose

QALHAT PORT Sultanate of Oman

See Muscat

QINGDAO China

Huatai Insurance Agency & Consultant Service Ltd.

Telephone: +86 532 8502 1833
Facsimile: +86 532 8502 3828
Address: 9th Floor, Rm 9AB No.9 Bldg, Pacific Plaza, No.35 Donghai Western Road, Qingdao, 266071, China
E-mail: qingdao@huatai-serv.com
Website: www.huataimarine.com

Contact:	Mr J. Dong	+86 139 0642 0837 (Mobile)
	X. Fu	+86 133 3508 6666 (Mobile)
	Mr F. Liu	+86 186 6395 7368 (Mobile)
	Ms N. Yin	+86 186 6186 7072 (Mobile)
	Mr S. Liu	+86 186 5326 3396 (Mobile)

24 hours duty phone number: +86 186 5328 9883

QUEBEC Canada

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
E-mail: maritime@lkd.ca
Website: www.langloiskronstromdesjardins.com

Contact:	Mr J. O'Connor	+1 418 563 8339 (Mobile) +1 418 681 8638 (Home) john.o'connor@lkd.ca
	Mr J. Gregoire	+1 418 808 2475 (Mobile) +1 418 828 9050 (Home) jean.gregoire@lkd.ca
	Mr R. Gaudreau	+1 418 563 2798 (Mobile) +1 418 247 3226 (Home) richard.gaudreau@lkd.ca

RAS TANURA Saudi Arabia

Gulf Agency Company Saudi Arabia

Telephone: +966 3 667 2240
Facsimile: +966 3 667 2248
Address: P.O. Box 72, Ras Tanura, 31941, Saudi Arabia
E-mail: rastanura@gac.com

Contact:	Mr M. A. Khan	+966 505 884 451 (Mobile) +966 3 834 1158 (Home) rastanura@gacworld.com
	Mr K. A. Al Enazi	+966 505 823 477 (Mobile) +966 3 668 1262 (Home)
	Mr M. Koya	+966 505 853 339 (Mobile)
	Mr S. Peris	+966 505 971 092 (Mobile)

Mutual Marine Services Al Mushtaraka Ltd

See Dammam

RAVENNA Italy

Kane Radonicich Holme S.r.l.

Telephone: +39 0544 422 146
Facsimile: +39 0544 421 444
Address: Via Magazzini Anteriori 27, Ravenna, 48122, Italy
E-mail: general@krh-ravenna.it

Contact: **Ms A. Gallotti** +39 333 958 4043 (Mobile)
gallotti@krh-ravenna.it

Mr R. Kennedy +39 333 459 5726 (Mobile)
kennedy@kaneradonicichholme.it

Marittima Ravennate S.p.A.

Telephone: +39 0544 61526
Facsimile: +39 0544 63546
Address: Via Circ. Piazza D'Armi 74, Ravenna, 48122, Italy
E-mail: mail@marittimaravennate.com
Website: www.marittimaravennate.com

Contact: **Mr C. Pasini** +39 335 735 2879 (Mobile)
+39 0544 454 542 (Home)

Capt. L. Negusanti +39 335 735 2883 (Mobile)
+39 0544 455 010 (Home)

Dr G. Cottignola +39 335 645 3790 (Mobile)
+39 0544 36436 (Home)

Studio Legale Mordiglia (Lawyers)

See Genoa

RECIFE Brazil

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
E-mail: wilpandi@williams.com.br
Website: www.williamsbrothers.com.br

Contact: **Mr M. Williams Neto** +55 81 9972 2202 (Mobile)
+55 81 3327 5842 (Home)

Mr G. Oliveira +55 81 9972 2202 (Mobile)
+55 81 3462 1794 (Home)

Ms D. Spangler +55 81 9971 2203 (Mobile)
+55 81 3228 6838 (Home)

Representacoes Proinde (Nordeste) Ltda.

Telephone: +55 81 3328 6414
Facsimile: +55 81 3465 2570
Address: Avenida Visconde de Jequitinhonha 209, Sala 402, Recife, 51021-190, Brazil
E-mail: proinde.recife@proinde.com.br

Contact: **Capt. M. Magalhaes** +55 81 9194 4669 (Mobile)
marcos.vitor@proinde.com.br

REGGIO CALABRIA Italy

See Messina

REYKJAVIK Iceland

Gardar Briem (Lawyers)

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

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

Mr O. Briem +354 660 0525 (Mobile)
olafurjb@samgongustofa.is

RICHARDS BAY South Africa

P&I Associates (Pty) Ltd.

Telephone: +27 35 797 9040
Facsimile: +27 35 797 9042
Address: Chisholm Park, Suite 3, 1/6 Northmoor Road,
Richards Bay Harbour, Richards Bay, 3900, South Africa

E-mail: pirbay@pandi.co.za
Website: www.pandi.co.za

Contact: **Capt. D. Wood** +27 83 441 5686 (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

RIGA Latvia

Pandi Balt Ltd.

Telephone: +371 67 383 951
Facsimile: +371 67 383 965
Address: Maza Aluksnes Street 7, Riga, LV-1045, Latvia

E-mail: pandi@pandi.lv
Website: www.pandibalt.lv

Contact: **Capt. S. Batmanov** +371 2921 6619 (Mobile)
bsi@pandi.lv

Capt. E. Drevitski +371 2918 6054 (Mobile)
eugene@pandi.lv

RIJEKA Croatia

Macesic & Partners

Telephone:	+385 51 213 118	
Facsimile:	+385 51 215 030	
Address:	Pod Kastelom No. 4, P.O. Box 366, Rijeka, 51000, Croatia	
E-mail:	macesic@macesic.hr	
Contact:	Mr M. Macesic	+385 98 260 927 (Mobile)
	Mr M. Macesic	+385 99 230 3615 (Mobile) mmacesic@macesic.hr
	Ms A. Krizmanic	+385 98 302 006 (Mobile) krizmanic@macesic.hr
	Ms A. Laskarin	+385 98 424 213 (Mobile) laskarin@macesic.hr

RIMOUSKI Canada

See Quebec

RIO DE JANEIRO Brazil

Pandibras Ltda.

Telephone:	+55 21 2253 9299	
Facsimile:	+55 21 2253 4347	
Address:	Av. Rio Branco 45, Salas 1909/10, Rio de Janeiro, 20090-003, Brazil	
E-mail:	pandibrario@pandibrario.com.br	
Website:	www.pandibras.com.br	
Contact:	Mr W. Pierry	+55 21 9912 2729 (Mobile)
	Mr G. Pierry	+55 21 9925 1007 (Mobile) +55 21 2557 3416 (Home)

Representações Proinde (Rio) Ltda.

Telephone:	+55 21 2253 6145	
Facsimile:	+55 21 2253 6619	
Address:	Av. Rio Branco 45, Suite 2405, Rio de Janeiro, 2009-0003, Brazil	
E-mail:	proinde.rio@proinde.com.br	
Website:	www.proinde.com.br	
Contact:	Mr R. Lomba	+55 21 8778 8962 (Mobile) derossi.lomba@proinde.com.br

RIO GRANDE Brazil

Supermar S.A.

Telephone:	+55 53 2311 122	
Facsimile:	+55 53 2311 722	
Address:	Rua Benjamin Constant 195, Room 402, Centro, Rio Grande, RS, 96200-090, Brazil	
E-mail:	riogrande@supermar.com.br	
Contact:	Mr H. Von Ahn	+55 9961 6845 (Mobile)
	Mr E. Sampaio	+55 9962 5073 (Mobile)

ROME Italy

Studio Legale Nobiloni & Paratore (Lawyers)

Telephone:	+39 06 321 7708	
Facsimile:	+39 06 322 3335	
Address:	Via Giovanni Nicotera 29, Rome, 00195, Italy	
E-mail:	mail@noblex.it	
Contact:	Mr A. Nobiloni	+39 335 822 7775 (Mobile) a.nobiloni@noblex.it
	Mr F. Paratore	+39 348 783 8749 (Mobile) +39 06 6830 1099 (Home)
	Mr R. Nobiloni	+39 335 133 7040 (Mobile)

ROSARIO Argentina

See Buenos Aires

ROSARITO Mexico

See Mexico City

ROSTOCK Germany

Pandi Services J. & K. Brons GmbH

Telephone:	+49 381 6691 7940	
Address:	Am Skandinavienkai 15, Rostock, 18147, Germany	
E-mail:	corresp@pandi.de	
Website:	www.pandi.de	
Contact:	Mr S. Kamradt	+49 171 416 1996 (Mobile)
	Mr F. Block	+49 171 885 7945 (Mobile) +49 40 3863 3277 (Home)
	Mr R. Hermes	+49 171 885 7940 (Mobile) +49 421 602 8534 (Home)

ROTTERDAM Netherlands

DUPI Rotterdam B.V.

Telephone:	+31 10 440 5555	
Facsimile:	+31 10 440 5595	
Address:	Wijnhaven 65F, P.O. Box 23085, Rotterdam, 3011, Netherlands	
E-mail:	info@dupi.nl	
Website:	www.dupi.nl	
Contact:	Mr P. Van Bodegraven	+31 6 2339 8506 (Mobile) peter.van.bodegraven@dupi.nl
	Mr F. Van Dalen	+31 6 2339 8410 (Mobile) frans.van.dalen@dupi.nl
	Mr M. Houtbraken	+31 6 2339 8638 (Mobile)
	Mr J. Van Eikeren	+31 6 2342 9024 (Mobile)

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 H. J. Mulder	+31 6 5327 6913 (Mobile) h.mulder@hudigpandi.com

ROUEN France

Normandy P&I Services

Telephone:	+33 2 3208 5320	
Facsimile:	+33 2 3208 5329	
Address:	255 Chemin de Croisset, B.P. 4013, Rouen, 76000, France	
E-mail:	pandi@ro.normandyclaims.fr	
Website:	www.mcleangroup.fr	
Contact:	Ms B. Laumier	+33 6 0716 5113 (Mobile)
	Ms E. Duquennoy	+33 6 7945 3874 (Mobile)

SAFI Morocco

See Casablanca

SAINT JOHN New Brunswick, Canada

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 P. Harquail	+1 506 639 0974 (Mobile) pharquail@stewartmckelvey.com

SAINT MALO France

Agence Maritime Roy s.a.r.l.

Telephone:	+33 2 9956 0721	
Address:	2 Chaussee des Corsaires, P.B. 178, Saint Malo, 35409, France	
Contact:	Mr M. Roy	+33 6 8201 2710 (Mobile) courtmar.roy@wanadoo.fr

SAINT NAZAIRE France

Brittany P&I Services

Telephone:	+33 2 4022 5787	
Facsimile:	+33 2 4022 5788	
Address:	5bis bd de Verdun, Saint Nazaire, 44600, France	
E-mail:	info@bntclaims.fr	
Website:	www.mcleangroup.fr	
Contact:	Ms V. Ringiard	+33 6 8000 8744 (Mobile)

SALERNO Italy

See Naples

SALINA CRUZ Mexico

See Mexico City

SALONIKA Greece

See Thessaloniki

SALVADOR Brazil

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
E-mail: wilpandi@williams.com.br
Contact: **Mr A. Queiroz** +55 9974 0986 (Mobile)
+55 71 356 0024 (Home)

In case of communication difficulty please contact Recife

Representações Proinde Ltda

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

SAMARA Russia

Pandi Services East

Telephone: +7 846 222 7263
Facsimile: +7 846 222 7262
Address: 56 Gorkogo Street, Office 408, Samara, Russia
E-mail: surv1@mail.lu
Website: www.pandi-germany.de
Contact: **Mr A. Dolgikh** +7 9272 600 954 (Mobile)

SAN ANDRES Colombia

See Bogota

SAN ANTIOCO Italy

See Cagliari

SAN ANTONIO Chile

See Valparaiso

SAN DIEGO Ca., U.S.A.

Arnold & Arnold Inc.

Telephone: +1 800 207 9301
Facsimile: +1 800 207 9324
Address: 2329 India Street, San Diego, California, 92101,
United States of America
E-mail: san@arnoldoffice.com
Website: www.arnoldoffice.com
Contact: **Mr A. C. Arnold** +1 619 247 3813 (Mobile)
Mr B. Arnold +1 619 247 3782 (Mobile)
Mr G. Hillger +1 619 247 8505 (Mobile)
gene@arnoldoffice.com
Mr A. Ridenour +1 619 247 3883 (Mobile)

SAN FRANCISCO Ca., U.S.A.

Keesal Young & Logan (Lawyers)

Telephone: +1 415 398 6000
Facsimile: +1 415 981 0136
Address: 450 Pacific Avenue, San Francisco, California, 94133,
United States of America

Contact:	Mr J. Giffin	+1 415 515 2855 (Mobile) +1 415 389 9915 (Home) john.giffin@kyl.com
	Mr J. Cox	+1 415 939 6303 (Home) john.cox@kyl.com

SAN JOSE Costa Rica

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
E-mail: info@fjapandi.com

Contact:	Mr R. Jimenez	+506 8384 9146 (Mobile) +506 2221 6367 (Home) rjimenez@fjapandi.com
	Ms A. Jimenez-Beeche	+506 7012 8370 (Mobile) +506 2253 9320 (Home)
	Mr E. Montenegro-Fernandez	+506 7011 2299 (Mobile) emontenegro@fjapandi.com
	Mr B. Steinvorth	+506 8392 0320 (Mobile)

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 J. Rossi	+506 8834 6607 (Mobile) +506 2288 0862 (Home) jcrossi@mcacr.com
	Ms M. Caridad	+506 8398 5047 (Mobile) marianela@mcacr.com

In case of difficulty contact MCA in New Orleans office: +1 504 390 1515
e-mail: cayestas@maritime-claims.com

SAN JUAN Puerto Rico

Jimenez, Graffam & Lausell

Telephone: +1 787 767 1030
Facsimile: +1 787 751 4068
Address: Suite 505, Midtown Building, 420 Ponco de León Avenue, San Juan, 00918-3405, Puerto Rico
E-mail: info@jgl.com
Website: www.jgl.com

Contact:	Mr W. Graffam	+1 787 384 3635 (Mobile) +1 787 723 3380 (Home) wgraffam@jgl.com
	Mr M. Rodriguez-Bird	+1 787 381 7917 (Mobile) +1 787 755 6913 (Home) mrodriguez@jgl.com
	Mr R. Rivera-Morales	+1 787 510 8090 (Mobile) +1 787 790 7155 (Home) rrivera@jgl.com
	Mr E. Vega-Lopez	+1 787 430 4138 (Mobile) evega@jgl.com
	Mr J. Blasini	+1 787 644 1901 (Mobile) jblasini@jgl.com

SAN JUAN DE LA COSTA Mexico

See Mexico City

SAN JUAN DEL SUR Nicaragua

See Corinto

SAN PEDRO Ivory Coast

Budd Cote d'Ivoire (San Pedro)

Telephone: +225 34 716 666
Facsimile: +225 34 710 831
Address: Immeuble M'Bouke, Face Cathedrale, 07 BP 285, San Pedro, Ivory Coast

Contact:	Mr M. Bebga	+225 07 620 988 (Mobile) michel.bebga@budd-pni.com
	Mr P. K. Yao	+225 05 522 671 (Mobile)

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

T.C.I. Africa

See Abidjan

SAN PEDRO SULA Honduras

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
E-mail: mivigar@mivigar.com

Contact:	Ms M. de Rodriguez	+504 9992 9968 (Mobile)
	Mr V. Rodriguez	+504 9831 5668 (Mobile) varodriguez@mivigar.com

SAN VICENTE Chile

See Valparaiso

SANDAKAN Sabah, Malaysia

Harrisons Trading (Sabah) Sdn Bhd

Telephone: +60 89 202 256
Facsimile: +60 89 271 512
Address: P.O. Box 1204/1205, Sandakan, Sabah, 90713, Malaysia
E-mail: htstk.ship@harrisons.com.my
Contact: **Mr Y. Guan** +60 19 851 3628 (Mobile)
hgyap@harrisons.com.my

All correspondence to Kota Kinabalu

SANTA MARTA Colombia

See Bogota

SANTANDER Spain

Modesto Pineiro Consignaciones y Agencias SL

Telephone: +34 942 220 000
Facsimile: +34 942 222 941
Address: Calederón de la Barca 17A, l'dcha, Santander, 39002, Spain
E-mail: mpineiro@mpineiro.com
Website: www.mpineiro.com
Contact: **Mr M. Piñeiro García-Lago**
+34 942 282 431 (Home)
Mr M. Piñeiro Diego +34 609 118 200 (Mobile)
mpd@mpineiro.com
Mr D. Crespo +34 619 200 191 (Mobile)
daniel@mpineiro.com

SANTO DOMINGO Dominican Republic

Frederic Schad Inc.

Telephone: +1 809 221 8000
Facsimile: +1 809 688 7696
Address: Jose Gabriel Garcia No. 26, P.O. Box 941, Santo Domingo,
Dominican Republic
E-mail: mail.expertise@schad.com
Website: www.schad.com
Contact: **Mrs N. Burgos** +1 809 223 4341 (Mobile)
+1 809 544 0342 (Home)
nburgos@fschad.com
Mr B. Langley +1 809 696 1433 (Mobile)
blangley@schad.do

E&M International Consulting, S.A.

Telephone: +1 809 732 4161
Facsimile: +1 809 227 1985
Address: Ave Abraham Lincoln 852, Suite 402, Ens. Piatini, Santo
Domingo, Dominican Republic
E-mail: info@emintco.com
Website: www.emintco.com
Contact: **Ms L. Espinal** +1 829 961 2176 (Mobile)
llespinal@emintco.com

SANTOS Brazil

Brazil P&I

Telephone: +55 13 2102 1650
 Facsimile: +55 13 2102 1660
 Address: Rua XV de Novembro 65, 8th Floor, Santos, 11010-151, Brazil
 E-mail: mail@brazilpandi.com.br
 Website: www.brazilpandi.com.br

Contact:	Mr A. Carriere	+55 13 7850 1899 (Mobile)
	Mr M. Sammarco	+55 13 8188 0708 (Mobile)
	Mr F. Chaves	+55 13 7850 2599 (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
 E-mail: proinde@proinde.com.br
 Website: www.proinde.com.br

Contact:	Mr C. Augusto	+55 13 997 971 694 (Mobile) carlos.augusto@proinde.com.br
	Mr R. Martins	+55 13 997 626 626 (Mobile) ricardo.martins@proinde.com.br
	Mr M. Alves	+55 13 997 506 654 (Mobile) mauricio.alves@proinde.com.br

SAO LUIS Brazil

SAVANNAH Ga., U.S.A.

Charles Taylor P&I
Management (Americas),
IncHunter 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
 Website: www.huntermaclean.com

Contact:	Mr D. Sipple	+1 912 220 0587 (Mobile) +1 912 238 4513 (Home) dsipple@huntermaclean.com
	Mr E. Smith	+1 912 856 7097 (Mobile) esmith@huntermaclean.com
	Mr C. McRae	+1 912 484 0467 (Mobile) +1 912 234 4285 (Home) cmcrae@huntermaclean.com
	Mr B. Harmon	+1 912 224 9408 (Mobile) +1 912 355 1074 (Home) bharmon@huntermaclean.com

SAVONA Italy

Ferpandi S.r.l.

See Genoa

SEATTLE Wa., U.S.A.

Lamorte Burns & Co. Inc.

Telephone: +1 206 292 1217
 Facsimile: +1 206 292 8038
 Address: 1511 Third Avenue, Suite 800, Seattle, Washington, 98101-1626,
 United States of America
 E-mail: Seattle@lamorte.com
 Website: www.lamorte.com

Contact:	Mr R. Weeks	+1 206 679 3543 (Mobile) richardw@lamorte.com
	Ms S. Haughton	+1 425 271 0876 (Mobile) stephanieh@lamorte.com
	Mr J. Tomlinson	+1 425 985 0916 (Mobile) jjmt@lamorte.com

Keesal Young & Logan
 (Lawyers)

Telephone: +1 206 622 3790
 Facsimile: +1 206 343 9529
 Address: 1301 Fifth Avenue, Suite 3300, Seattle, Washington, 98101,
 United States of America

Contact:	Mr R. Bocko	+1 206 419 4673 (Mobile) robert.bocko@kyl.com
	Mr P. Lempriere	+1 206 399 7412 (Mobile) philip.lempriere@kyl.com

SEOUL South Korea

Hyopsung Shipping
 Corporation

Telephone: +82 2 752 2963
 Facsimile: +82 2 771 7150
 Address: 9th Floor, Backnam Building, 188-3, Eulchi-ro 1-ga, Chung-Ku,
 Seoul, Republic of Korea
 E-mail: seoulhs@hyopsung.co.kr
 Website: www.hyopsung.co.kr

Contact:	Mr K. H. Kim	+82 10 3895 1229 (Mobile) +82 2 548 1229 (Home)
	Mr K. B. Song	+82 10 8786 6248 (Mobile) +82 31 603 7442 (Home)
	Mr J. H. Han	+82 10 4757 8086 (Mobile)

SEPT-ILES Canada

See Quebec

SETE France

McLeans (Sete)

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

Contact: **Mrs S. Cano** +33 6 0304 6007 (Mobile)
+33 4 6748 4555 (Home)
scano@mcleans.fr

Mr S. Gombault +33 6 7101 6889 (Mobile)
+33 4 6774 1915 (Home)

SEVASTOPOL Ukraine

ORCA YUG Marine Agency Ltd.

Telephone: +380 692 412 015
Facsimile: +380 692 423 919
Address: 5 Rybakov Street, Room 6, Sevastopol, 99014, Ukraine
E-mail: orca-yug@urtf.com

Contact: **Capt. Y. Solovey** +380 50 324 6643 (Mobile)
solovey@urtf.com

Capt. S. Druzhkin +380 95 615 6691 (Home)
ssd@urtf.com

Capt. D Shenshin +380 50 941 7050 (Mobile)
shenshin@urtf.com

SEVILLE Spain

Tablada Pandi Services S.L.

Telephone: +34 95 424 1212
Facsimile: +34 95 424 1213
Address: Avda. Reina Mercedes 19C, Seville, 41012, Spain
E-mail: tabladaservices@futurnet.es
Website: www.tabladaservices.com

Contact: **Mr J. Soriano** +34 60 720 9997 (Mobile)
jsoriano@futurnet.es

Ms M. Gomez +34 66 640 3383 (Mobile)

Ms J. Soriano +34 66 873 44292 (Mobile)
jsoriano@futurnet.es

SFAX Tunisia

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

E-mail: tipic.sfax@planet.tn
Website: www.tipic.com.tn

Contact: **Mr J. Messaoud** +216 98 337 491 (Mobile)
+216 74 200 745 (Home)

SHANGHAI China

Huatai Insurance Agency & Consultant Service Ltd.

Telephone:	+86 21 5836 9707	
Facsimile:	+86 21 5836 9709	
Address:	14-A World Plaza, No 855 Pudong South Road, Shanghai, 200120, China	
E-mail:	pni.sh@huatai-serv.com	
Website:	www.huataimarine.com	
Contact:	Capt. W. Jiang	+86 139 163 54092 (Mobile)
	Mr D. Cao	+86 139 161 07273 (Mobile)
	Ms J. Cheng	+86 138 173 57939 (Mobile)
	Ms X. Yao	+86 139 177 60833 (Mobile)
	Ms X. Dai	+86 138 173 57973 (Mobile)
	Mr D. Liu	+86 138 060 86967 (Mobile)

24 hours duty phone number: +86 189 1622 8366

CT (Shanghai) Co. Ltd. (Legal Correspondents)

Telephone:	+86 21 6888 3101	
Facsimile:	+86 21 6888 3103	
Address:	Rooms 1002-3, 10/F, Lucky Tower, 660 Shangcheng Road, Pudong, Shanghai, 200120, China	
Contact:	Ms A. Ou	+86 139 1600 2936 (Mobile) alice.ou@ctplc.com

SHARJAH United Arab Emirates

See Dubai

SIHANOUKVILLE Cambodia

See Phnom Penh

SINGAPORE Singapore

Charles Taylor Mutual Management (Asia) Pte. Limited

Telephone:	+65 6506 2896	
Facsimile:	+65 6221 1082	
Address:	140 Cecil Street, #15-00 PIL Building, Singapore, 069540, Singapore	
E-mail:	pandi.singapore@ctplc.com	
Contact:	Ms G. Musgrave	+65 9624 5797 (Mobile) gillian.musgrave@ctplc.com
	Ms S. Murugason	+65 9648 6950 (Mobile) sharmini.murugason@ctplc.com
	Mr S. D. Shim	+65 9727 7519 (Mobile) shangdoe.shim@ctplc.com
	Ms N. Lian	+65 9661 2510 (Mobile) niccole.lian@ctplc.com
	Mr J. Wee	+65 9296 5850 (Mobile) jason.wee@ctplc.com
	Ms Y. Tyebally	+65 9152 2276 (Mobile) yasmine.tyebally@ctplc.com
	Mr K. C. Kung	+65 9298 8387 (Mobile) kincheung.kung@ctplc.com
	Ms J. Y. Kim	+65 9030 7329 (Mobile) jyoung.kim@ctplc.com
	Mr T. Oliphant	+65 9171 1745 (Mobile) tom.oliphant@ctplc.com

SITKA Alaska, U.S.A

See Juneau

SITRA Bahrain**Inchcape Shipping Services**

Telephone: +973 739 609
 Facsimile: +973 735 284
 Address: P.O. Box 828, Majilis Al Ta'awon Highway, Sitra, Bahrain
 E-mail: issbahrain@iss-shipping.com
 Website: www.ISS-Shipping.com

Contact:	Capt. M. S. Wadhwa	+973 941 7047 (Mobile)
	Mr D. Whysall	+973 960 3951 (Mobile)

SKAGWAY Alaska, U.S.A.

See Juneau

SOFIA Bulgaria

See Varna

SOUSSE Tunisia**Tunisian International P&I Correspondent**

Telephone: +216 73 213 620
 Facsimile: +216 73 219 022
 Address: 5 Rue Habib Bourguiba, Immeuble Ghenima Apt. B25, 2nd Floor, Sousse, 4002, Tunisia
 E-mail: pandi.sousse@planet.tn
 Website: www.tipic.com.tn

Contact:	Mr A. Grachem	+216 98 542 307 (Mobile)
----------	----------------------	--------------------------

ST. JOHN'S Newfoundland, Canada**Avalon Customs Brokers**

Telephone: +1 709 576 4761
 Facsimile: +1 709 576 0159
 Address: 60 Water Street, 3rd Floor, Suite 301, St. John's, Newfoundland, A1C 1A3, Canada
 E-mail: acb@aharvey.nf.ca
 Website: www.aharvey.com/avalon/

Contact:	Mr F. Hatcher	+1 709 754 8761 (Home)
	Mr F. Kenny	+1 709 368 6795 (Home)
	Mr P. Aitken	+1 709 726 1916 (Mobile)
	Ms P. Blackwood	+1 709 685 4732 (Home)

Charles Taylor Adjusting

Telephone: +1 709 726 7750
 Facsimile: +1 709 726 7751
 Address: Suite 201, 354 Water Street, St. John's, Newfoundland, A1C 1C4, Canada
 Website: www.ctplc.com

Contact:	Mr R. Jenkins	+1 709 682 6585 (Mobile) bob.jenkins@ctplc.com
----------	----------------------	---

ST. PETERSBURG Russia**Falcon P&I Ltd.**

Telephone: +7 812 714 9069
 Address: Prospect Vteranov 109-1-140, St. Petersburg, 198261, Russia
 E-mail: falconpandi@mail.ru

Contact:	Mr I. Sokolov	+7 911 217 1518 (Mobile)
	Mr R. Shageev	+7 921 938 5559 (Mobile)
	Mr I. Sokolov	+7 950 009 6467 (Mobile)

Pandi Services East

Telephone: +7 812 320 9846
 Facsimile: +7 812 320 8310
 Address: ul. Vozrozhdenia 42, 4th Floor, Office 402, St. Petersburg, 198188, Russia
 E-mail: pandi@mail.wplus.net

Contact:	Ms S. Slioussareva	+7 921 969 6272 (Mobile)
		+7 812 528 7131 (Home)
	Mr S. Somko	+7 911 139 5870 (Mobile)
	Ms A. Bobkina	+7 921 967 7268 (Mobile)

ST. VINCENT Cape Verde Islands

See Dakar

STAVANGER Norway

See Bergen

STOCKHOLM Sweden**Setterwalls Advokatbyrå AB**
(Lawyers)

Telephone: +46 8 5988 9000
 Facsimile: +46 8 5988 9090
 Address: Arsenalsgatan 6, P.O. Box 1050, Stockholm, 101 39, Sweden
 E-mail: stomaritime@setterwalls.se
 Website: www.setterwalls.se

Contact:	Mr J. Almelov	+46 705 949 617 (Mobile)
		+46 8 708 8807 (Home)
		jorgen.almelov@setterwalls.se
	Mr J. Sidklev	+46 706 119 054 (Mobile)
		+46 8 654 5765 (Home)
		johan.sidklev@setterwalls.se

STRALSUND Germany

See Rostock

STURE Norway

See Mongstad

SUEZ Egypt**Eldib Pandi**

Telephone: +20 62 3221 570
 Facsimile: +20 62 3228 930
 Address: 6 El Imam El Leithy St, Port Tawfik, Suez, 43522, Egypt
 E-mail: suez@eldibpandi.com
 Website: www.eldibpandi.com

Contact:	Mr R. Tibichrani	+20 12 8327 3620 (Mobile)
		richard.tibichrani@eldibpandi.com
	Mr S. Demerdash	+20 12 2247 1205 (Mobile)
		sayed.eldemerdash@eldibpandi.com
	Mr A. Hamid Fahmy	+20 12 2214 3213 (Mobile)
		abdelhamid.fahmy@eldibpandi.com

SULINA Romania

See Bucharest

SURABAYA Indonesia**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
 E-mail: pandi.jakarta@ctplc.com
 Website: www.ctplc.com

Contact:	Mr A. Darma	+62 816 810 185 (Mobile) +62 811 316 305 (Home) alam.darma@ctplc.com
	Mr F. Yudie	+62 811 104 4970 (Mobile) frans.yudie@ctplc.com

SUVA Fiji**Dover Marine**

See Lautoka

SYDNEY Australia**Bayside Shipping Services Pty Ltd.**

Telephone: +61 2 9918 8306
 Facsimile: +61 2 8324 6486
 Address: P.O. Box 692, Avalon, Sydney, New South Wales, 2107, Australia
 E-mail: sydney@baysideshipping.com

Contact:	Mr S. Robertson	+61 420 982 411 (Mobile) steve@baysideshipping.com
----------	------------------------	---

In case of communication difficulty, please contact Alex Evered Tel: +61 3 9699 3332, Fax: +61 3 9699 3330, Mobile: +61 4 386 63466, e-mail: 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 J. Hurley	+61 409 469 563 (Mobile) jhurley@hwle.com.au
	Mr S. Liddy	+61 419 012 633 (Mobile) sliddy@hwle.com.au
	Mr A. Highfield	+61 407 402 437 (Mobile) ahighfield@hwle.com.au
	Ms D. Wilmshurst	+61 439 012 733 (Mobile) dwilmshurst@hwle.com.au

SYRACUSE Italy**Tagliavia & Co. S.r.l.**

See Augusta

SZCZECIN Poland

See Gdynia

TACOMA Wa., U.S.A.

See Seattle

TAIPEI Taiwan

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
E-mail: taipei@ctplc.com
Website: www.ctplc.com

Contact:	Mr E. Chen	+886 937 085 535 (Mobile)
	Ms S. Wang	+886 936 603 668 (Mobile)

TAKORADI Ghana

T.C.I (Africa)

Address: Hull Blyth Building, P.O. Box AX67, Takoradi, Ghana
E-mail: tci-tema@tci-africa.com

Contact:	Mr A. Samuel Anim	+233 24 371 4038 (Mobile)
----------	--------------------------	---------------------------

In case of difficulty contact Tema office: Capt. Mukunda mobile: +233 243 837 860

Wiltex Ltd.

Telephone: +233 3120 23736
Facsimile: +233 3120 24858
Address: P.O. Box, AX 1936, Axim Road, Western Region, Takoradi, Ghana
E-mail: wiltextkdi@gmail.com
Website: www.wiltexghana.com

Contact:	Mr G. Awotwi	+233 202 088 459 (Mobile)
	Mr J. Aubin	+233 202 088 499 (Mobile)
	Mr J. Fynn	+233 202 088 503 (Mobile)

TALCAHUANO Chile

See Valparaiso

TALIEN China

See Dalian

TALLINN Estonia

Pandi Balt Ltd.

Telephone: +372 6272 555
Facsimile: +372 6272 555
Address: Kutte 3, Maardu, Tallinn, 74112, Estonia
E-mail: pandi@pandi.ee
Website: www.pandibalt.lv

Contact:	Capt. S. Lukjanov	+372 5094 330 (Mobile)
	Ms N. Rakitskaja	+372 5133 061 (Mobile)
	Ms L. Lukjanova	+372 5147 520 (Mobile)

TAMPA Fla., U.S.A.**Charles Taylor P&I
Management (Americas),
Inc**

See New York

**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 D. McCreadie	+1 813 240 7910 (Mobile) dmccreadie@laulane.com
	Mr T. C. Conley	+1 813 240 8760 (Mobile) tconley@laulane.com
	Mr E. Godwin	+1 813 508 1458 (Mobile) egodwin@laulane.com
	Mr M. Halkitis	+1 727 457 9731 (Mobile) mhalkitis@laulane.com

24 hours emergency phone number: +1 813 739 8748

TAMPICO Mexico

See Mexico City

TANGIER Morocco**Defarmed**

Telephone: +212 539 936 557
 Address: Centre de vie N 200 SAS Est, Zone franche Ksar Majaz Oued Rmel, Route Fnidek Tangier, Morocco
 E-mail: defarmed@defmar.com

Contact:	Mr M. Laazizi	+212 61 463 834 (Mobile) m.laazizi@defmar.com
	Mr T. Baalla	+212 66 269 518 (Mobile) t.baalla@defmar.com

TARANTO Italy**Nicola Girone S.r.l.**

Telephone: +39 099 471 3768
 Facsimile: +39 099 471 3832
 Address: Coroso Vittorio Emanuele II, 31, Taranto, 74123, Italy
 E-mail: gironeta@tin.it
 Website: www.nicolagirone.com

Contact:	Capt. M. Gennarini	+39 348 262 6072 (Mobile)
----------	---------------------------	---------------------------

Ferpandi S.r.l.

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

Contact:	Mr T. Cardoso	+39 347 859 2766 (Mobile)
----------	----------------------	---------------------------

24 hours emergency phone number: +39 335 7942297

TARRAGONA Spain

See Barcelona

TARTOUS Syria**The Syrian Legal Bureau**
(Lawyers)

Telephone: +963 43 322 899
 Address: Mar Elias St., Tartous, 322 899, Syria
 E-mail: 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
 E-mail: emco.sy@eliasmarine.com
 Website: www.eliasmarine.com

Contact:	R. Karam	+963 933 222 537 (Mobile) r.karam@eliasmarine.com
	A. Naddour	+963 933 697 550 (Mobile)

24 hours emergency phone number: +357 25 800 999

TAURANGA New Zealand**P & I Services Ltd.**

See Auckland

TAWAU Sabah Malaysia**Harrisons Trading (Sabah)**
Sdn Bhd

Telephone: +60 89 773 011
 Facsimile: +60 89 761 233
 Address: 1229 Jalan Dunlop, Tawau, Sabah, 91000, Malaysia
 E-mail: httwu.ship@harrisons.com.my

Contact:	Mr Y. H. Guan	+60 19 851 3628 (Mobile) +60 88 269 848 (Home) hgyap@harrisons.com.my
----------	----------------------	---

All correspondence to Kota Kinabalu

TEESPORT United Kingdom

See Hull

TEGUCIGALPA Honduras

See Puerto Cortes

TEHRAN Iran

Iran Group of Surveyors

Telephone:	+98 21 882 4072	
Facsimile:	+98 21 881 3052	
Address:	No. 4, 21st Street, Sanaii Street, Ostad Motahari Ave, Tehran, 19116, Iran	
E-mail:	info@igs-iran.com	
Contact:	Mr F. Entessarian	+98 912 110 4271 (Mobile) +98 21 807 0711 (Home) farzin.entessarian@igs-iran.com
	Ms M. Golavar	+98 912 359 6539 (Mobile) mojgan.golavar@igs-iran.com

TELA Honduras

See San Pedro Sula

TEMA Ghana

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	
E-mail:	tci-tema@tci-africa.com	
Website:	www.eltvedtosullivan.com	
Contact:	Capt. S. Mukunda	+233 243 837 860 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours contact, S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers.

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	
E-mail:	tema.wiltex@gmail.com	
Website:	www.wiltexmarine.com	
Contact:	Mr T. Appiah	+233 208 115 703 (Mobile)
	A. Assifuah	+233 208 115 745 (Mobile)
	Mr C. Asiedu	+233 244 982 466 (Mobile)

TENERIFE Canary Islands, Spain

VB Comisarios de Averias S.A.

Telephone:	+34 922 472 531	
Facsimile:	+34 922 472 537	
Address:	Edificio Mastil, Avenida de Francisco la Roche 33-1, Santa Cruz, Tenerife, 38001, Spain	
E-mail:	bldtf@vbcomisarios.com	
Contact:	Mrs V. Martin	+34 669 898 481 (Mobile) vmartin@vbcomisarios.com
	Mr L. Hamilton	+34 639 350 897 (Mobile) lhamilton@vbcomisarios.com

TERNEUZEN Netherlands

See Rotterdam

THESSALONIKI Greece

Thesmarine – Dr H. Kakamoukas & Associates

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

Contact:	Dr H. Kakamoukas	+30 6944 275 821 (Mobile)
	Mr S. Hadjistavrou	+30 6937 131 045 (Mobile)
	Ms J. D. Jack-Kakamoukas	+30 6947 509 279 (Mobile)

TIANJIN China

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
E-mail: tianjin@huatai-serv.com
Website: www.huataimarine.com

Contact:	Mr H. Mu	+86 136 020 17813 (Mobile)
	Mr Y. Dong	+86 138 203 47223 (Mobile)
	Ms W. Lu	+86 135 020 20898 (Mobile)

24 hours duty phone +86 186 226 08600

TIMARU New Zealand

P & I Services Ltd.

See Auckland

TOAMASINA Madagascar

T.C.I. Toamasina

Telephone: +261 2053 32145
Facsimile: +261 2053 32145
Address: Villa "Acima", Rue Ile de France, P.O Box 1529, Toamasina, 501, Madagascar
E-mail: tcimadatve@gmail.com
Website: www.eltvedtosullivan.com

Contact:	Mr A. Rajoelariosy	+261 320 444 205 (Mobile)
	Mr F. Tsiresy	+261 320 461 734 (Mobile)
		tsiresy.fast@moov.mg

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours contact, S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers.

TOCOPILLA Chile

See Valparaiso

TOKYO Japan**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:	Mr T. Sekine	+81 90 7736 8601 (Mobile) tsukasa.sekine@ctplc.com
	Ms Y. Kobayashi	+81 80 9553 0605 (Mobile) yoshiko.kobayashi@ctplc.com

TOLEDO Ohio, U.S.A.

See Cleveland

TOPOLOBAMPO Mexico

See Mexico City

TORONTO Canada**Paterson MacDougall LLP
(Lawyers)**

Telephone: +1 416 366 9607
 Facsimile: +1 416 366 3743
 Address: 1 Queen Street E, Suite 900, Toronto, Ontario, M5C 2W5, Canada
 E-mail: info@pmlaw.com
 Website: www.pmlaw.com

Contact:	Mr P. Jones	+1 416 578 0761 (Mobile) pfmjones@pmlaw.com
----------	--------------------	--

Toulon France

See Marseille

TOWNSVILLE Australia**Bayside Shipping Services
Pty Ltd.**

See Sydney

TRAPANI Italy**Tagliavia & Co. S.r.l.**

See Palermo

TRIESTE Italy**Samer & Co. Shipping S.r.l.**

Telephone: +39 040 6702 7385
 Facsimile: +39 040 6702 7300
 Address: Piazza dell'Unita d'Italia 7, P.O. Box 1380, Trieste, 34121, Italy
 E-mail: pandi@samer.com

Contact:	Mrs L. Samer	+39 335 716 2490 (Mobile)
	Mr M. Slocovich	+39 366 614 2385 (Mobile)
	Mrs D. Gozzi	+39 335 243 341 (Mobile)

TRIPOLI Libya**Shtewi Legal & Pandi Services**

Telephone:	+218 21 334 1588	
Facsimile:	+218 21 344 1589	
Address:	207 Amohamed El Magarif Street, Second Floor, PO Box 12835, Tripoli, Libya	
E-mail:	shtewi69@hotmail.com	
Contact:	Mr T. Shtewi	+218 91 212 2284 (Mobile) +218 21 350 7550 (Home) shtewi@ltnet.net
	Mr M. Hassoun	+218 91 218 8631 (Mobile) +218 21 350 7550 (Home)

In case of difficulty, please contact Alan Salsbury +44 7920 828 725 (mobile) or e-mail alansalsbury@btinternet.com

TRONDHEIM Norway

See Bergen

TUAPSE Russia**CIS Pandi Services**

See Novorossiysk

TUMACO Colombia

See Bogota

TUNIS Tunisia**Tunisian International P&I Correspondent**

Telephone:	+216 71 950 721	
Facsimile:	+216 71 950 650	
Address:	Immeuble Luxor 11 (2 etage) rue 8300 Montplaisir, 1073 Tunis	
E-mail:	pdg@tipic.com.tn	
Website:	www.tipic.com.tn	
Contact:	Mr M. Dahen	+216 98 675 717 (Mobile) +216 71 494 997 (Home)
	Capt. K. Chalhaf	+216 98 32 15 72 (Mobile) +216 70 726 020 (Home)
	Mr K. Gmati	+216 98 346 749 (Mobile)

McLeans-TMCS

Telephone:	+216 71 842 898	
Facsimile:	+216 71 785 877	
Address:	106 bis Rue de Palestine, P.O. Box 159, Tunis, 1002, Tunisia	
E-mail:	tunmar.claimser@gnet.tn	
Website:	www.mcleangroup.fr	
Contact:	Capt. B. Bouali	+216 98 321 912 (Mobile)
	Capt. S. Miladi	+216 98 302 557 (Mobile)

In case of difficulties, please contact P. Garo: +33 607 792 028

TURBO Colombia

See Bogota

TUXPAN Mexico

See Mexico City

ULVERSTONE Australia**Bayside Shipping Services Pty Ltd.**

See Sydney

UMM QASR Iraq

Inchcape Shipping Services

Telephone: +964 407 61516
Facsimile: +964 407 61516
Address: Port Administration Office, Umm Qasr New Port, Umm Qasr, Iraq
E-mail: youriss.iraq@iss-shipping.com
Website: www.iss-shipping.com
Contact: **Mr M. Billingham** +965 997 26076 (Mobile)
mark.billingham@iss-shipping.com

Alternative office telephone number: +965 22434 993 (Kuwait lines). Out of office hours satphone: +882 167 7454856. This office also covers Basrah and Khor Al Zubayr

UMM SAID Qatar

See Doha

VALDIVIA Chile

See Valparaiso

VALENCIA Spain

Medpandi S.L.

Telephone: +34 96 428 6569
Facsimile: +34 96 110 8830
Address: Edificio Suertes del Mar, C/ Méndez Nuñez 40 with c/ Boters 21, Office 112, Valencia, 46024, Spain
E-mail: medpandi@medpandi.com
Website: www.medpandi.com
Contact: **Ms J. Giner** +34 637 300 179 (Mobile)
+34 96 320 2817 (Home)
giner@medpandi.com

Nimes Espana SL

Telephone: +34 96 395 2008
Facsimile: +34 96 395 4176
Address: Calle Almirante Cadarso 17-1a, Valencia, 46005, Spain
E-mail: pandi@nimes.es
Website: www.nimes.es
Contact: **Mr I. Nicholas** +34 607 310 314 (Mobile)
Mr T. Nicholas +34 670 400 622 (Mobile)
Dr J. Nicholas +34 626 553 597 (Mobile)
Ms M. Etcheverría +34 627 820 370 (Mobile)

VALLETTA Malta

H. Vassallo & Associates Limited

Telephone: +356 2122 5548
Facsimile: +356 2122 3582
Address: 53/2 Old Theatre Street, Valletta, VLT 1427, Malta
E-mail: mail@hvassallo.com
Contact: **Dr J. Bugeja** +356 7904 7880 (Mobile)
+356 2144 3020 (Home)
john.bugeja@hvassallo.com
Mr J. D. Buhagiar +356 9944 2703 (Mobile)
+356 2157 6774 (Home)
joe.buhagiar@hvassallo.com
Mr C. L. Bugeja +356 7922 5548 (Mobile)
+356 2144 3020 (Home)
charlie.bugeja@hvassallo.com

VALPARAISO Chile

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
E-mail: claims@cave.cl
Website: www.cave.cl

Contact:	Mr A. Cave	+56 9 8249 7231 (Mobile)
	Mrs J. Santana	+56 9 7758 1546 (Mobile)
	Mr K. Angelbeck	+56 9 7758 1545 (Mobile)
	Mr J. Marchant	+56 9 7758 1544 (Mobile)

24 hours emergency phone number: +56 32 225 8564

VANCOUVER Canada

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 B. Aston	+1 604 562 3752 (Mobile) brian.aston@ctplc.com
	Mr C. Lockwood	+1 604 364 6286 (Mobile) chris.lockwood@ctplc.com

Bernard LLP (Lawyers)

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

Contact:	Mr G. Wharton	+1 604 970 5369 (Mobile) +1 604 921 6978 (Home) wharton@bernardllp.ca
	Mr T. Hawkins	+1 604 889 5732 (Mobile) +1 604 984 0417 (Home) hawkins@bernardllp.ca
	Mr P. Swanson	+1 604 649 5874 (Mobile) +1 604 921 7974 (Home) swanson@bernardllp.ca
	Mr D. Jones	+1 604 644 4057 (Mobile) +1 604 921 7999 (Home) jones@bernardllp.ca

VARNA Bulgaria

Fidelitas Ltd.

Telephone: +359 52 953 330
Facsimile: +359 52 600 453
Address: 45A Alexander Dyakovich Street, Varna, 9000, Bulgaria
E-mail: sales@fidelitas.bg

Contact: **Mr B. Diveri** +359 88 892 5825 (Mobile)
Mr O. Kostov +359 88 841 6416 (Mobile)

Omur Marine Ltd.

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

Contact: **Mr S. Slavov** +359 88 540 5676 (Mobile)

All correspondence through Istanbul office

VENICE Italy

Radonicich Insurance Services S.r.l.

Telephone: +39 041 538 2103
Facsimile: +39 041 926 108
Address: Via Felice Orsini, 6, Venice, 30175, Italy
E-mail: radinsur@portofvenice.net

Contact: **Capt. R. Conz** +39 041 615 820 (Home)
Mr A. Conz +39 349 664 9660 (Mobile)
+39 041 530 1354 (Home)

Mordiglia – Lorenzon (Lawyers)

Telephone: +39 041 523 7317
Facsimile: +39 041 241 6441
Address: c/o Studio Legale Bettiol & Associati, S. Marco 5355, Venice, 30124, Italy
E-mail: mail@mordiglia.it

Contact: **Mr M. Mordiglia** +39 335 614 2435 (Mobile)
Mr F. Lorenzon +39 348 475 2911 (Mobile)
filippo.lorenzoni@studiobettiol.it

Studio Legale Longanesi Cattani

Telephone: +39 041 523 6769
Facsimile: +39 041 523 7043
Address: Piazzale Roma 468/b, Venice, 30135, Italy
E-mail: studio@longanesicattani.it

Contact: **Mr R. Longanesi Cattani** +39 335 277 345 (Mobile)
+39 041 522 5874 (Home)

VENTSPILS Latvia

See Riga

VERACRUZ Mexico

See Mexico City

VIANA DO CASTELO Portugal

See Leixoes

VIBO MARINA Italy

See Messina

VIGO Spain

Faustino Carceller, S.L.

Telephone: +34 986 430 560
Facsimile: +34 986 430 785
Address: Calle Montero Rios 30-1, Vigo, 36201, Spain
E-mail: fcarceller@carceller.com
Website: www.carceller.com
Contact: **Mr P. Carceller** +34 656 832 140 (Mobile)
pablo@carceller.com

VITÓRIA Brazil

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, Vitória, Espírito Santo, 29050-335, Brazil
E-mail: vitoria@seastarpandi.com
Website: www.seastarpandi.com
Contact: **Mr C. Pimentel** +55 27 99989 3834 (Mobile)
Mrs E. Salim +55 27 99971 8700 (Mobile)
Mr A. Népio +55 27 99942 7798 (Mobile)

VLADIVOSTOK Russia

CIS Pandi Services

Telephone: +7 4232 431 865
Facsimile: +7 4232 431 865
Address: 58 Partizansky Prospect, Apt. 404, Vladivostok, 690002, Russia
E-mail: vladivostock@cispandi.com
Contact: **Mr O. Onoprienko** +7 4232 701 403 (Mobile)

In case of difficulty call CIS head office in Cyprus on: +3572 5763340

VLISSINGEN Netherlands

See Rotterdam

VOSTOCHNYJ Russia

CIS Pandi Services

See Vladivostok

VYBORG Russia

See St. Petersburg

WALVIS BAY Namibia

P & I Associates (Pty) Ltd.

See Cape Town or Durban

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Africa Marine Services (Nigeria)

See Port Harcourt

WELLINGTON New Zealand

P & I Services Ltd.

See Auckland

WILHELMSHAVEN Germany

See Emden

WILLEMSTAD Curacao**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, Anthony Veder Building, Willemstad, Curacao
 E-mail: gorsira@gorsira.com
 Contact: **Mr J. van Vliet** +599 9 510 2412 (Mobile)

WILMINGTON Delaware, U.S.A.**Charles Taylor P&I
Management (Americas),
Inc**

See New York

**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
 Website: www.pbh.com

Contact:	Mr M. McCauley	+1 215 753 1675 (Mobile) mccauley@pbh.com
	Mr F. P. DeGiulio	+1 215 808 2028 (Mobile) +1 610 891 9322 (Home) fpd@pbh.com
	Mr R. Whelan	+1 484 686 0974 (Mobile) +1 610 664 0927 (Home) rwhelan@pbh.com

WILMINGTON North Carolina, U.S.A.**Charles Taylor P&I
Management (Americas),
Inc**

See New York

**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
 E-mail: info@clarknewton.com
 Website: www.@clarknewton.com

Contact:	Mr D. Evans	+1 910 262 3762 (Mobile) +1 910 452 4260 (Home) dte@clarknewton.com
	Mr S. Buskirk	+1 910 442 6720 (Mobile)

WISMAR Germany

See Rostock

XIAMEN China

Huatai Insurance Agency & Consultant Service Ltd.

Telephone: +86 592 2681 203
Facsimile: +86 592 268 1235
Address: Room 1707-1708 PICC Building, 68 Hubin Bei Road,
P.O. Box 1703, Xiamen, 361012, China
E-mail: pri.xm@huatai-serv.com
Website: www.huataimarine.com

Contact:	Mr D. Liu	+86 138 0608 6967 (Mobile)
	Ms T. Zheng	+86 186 5000 0798 (Mobile)
	Ms L. Gao	+86 159 6021 5136 (Mobile)

24 hours duty mobile: +86 138 0608 6967

YANGON Myanmar

The Law Chambers

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
E-mail: law_chambers@seasiren.com.mm
Website: www.thelawchambersmm.com

Contact:	Ms T. Ohnmar Tun	+95 9512 1024 (Mobile) +95 1 541 584 (Home) tin_o_tun@seasiren.com.mm
	Mr H. Aung	+95 9540 4573 (Mobile) tinpandi-aung@mptmail.net.mm
	Mr M. Myint Thane	+95 9502 0307 (Mobile) +95 1 661 786 (Home) wshisho@myanmar.com.mm
	Ms T. Thiri Aung	+95 9500 8833 (Mobile) tinthiri.aung@thelawchambersmm.com

YANTAI China

See Qingdao

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