

P&I and Defence Rules  
and Correspondents  
**2016/17**





P&I and Defence rules  
for the 2016/17 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](mailto:pandi.london@ctplc.com)

and

**The Standard Club Asia Ltd**

*Managers*

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

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

**E-mail: [firstname.lastname@ctplc.com](mailto:firstname.lastname@ctplc.com)**

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

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# 01

## The Directors

P&I and Defence Rules and Correspondents





# 1 The Standard Club

## *Directors*

**Mr Rod Jones**, United States  
*President and Chairman*  
CSL Group Inc

**Mr Cesare d'Amico**, Italy  
*Deputy Chairman*  
d'Amico Societa di Navigazione SpA

**Mr Erik Johnsen**, United States  
*Deputy Chairman*  
International Shipholding Corporation

**Mr Necdet Aksoy**, Turkey  
Akmar Holding SA

**Mr Luigi D'Amato**, Italy  
Fratelli D'Amato SpA

**Mr Arthur Bensler**, Canada  
Teekay Shipping (Canada) Ltd

**Mr Andrew Broomhead**, Hong Kong  
Pacific Basin Shipping (HK) Ltd

**Mr Alberto Chiarini**, Italy  
Saipem SpA

**Mr Robert Clarke**, Canada  
BC Ferry Services

**Mr Philip Clausius**, Singapore  
Transport Capital Pte Ltd

**Mr Paolo Clerici**, Italy  
Coeclerici SpA

**Mr Alan Cossar**, Bermuda

**Mr Matthew Cox**, United States  
Matson Navigation Co Inc

**Ms Helen Deeble**, United Kingdom  
P&O Ferries Ltd

**Mr Alistair Groom**, United Kingdom

**Mr Jeremy Grose**, United Kingdom  
Manager

**Mr Nicolas Hadjiannou**, Greece  
Alassia Newships Management, Inc

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

**Mr Barnabas Hurst-Bannister**,  
United Kingdom

**Mr Gunther Jaegers**, Germany  
Reederei Jaegers GmbH

**Mr David Koo**, Hong Kong  
Valles Steamship Co Ltd

**Mr Emanuele Lauro**, Monaco  
Scorpio Tankers Inc

**Mr David Marock**, United Kingdom  
Manager

**Mr Andreas Martinos**, Greece  
Minerva Marine Inc

**Mr Ricardo Menendez**, Argentina  
Ultraocean SA

**Mr Constantine Peraticos**, Greece  
Pleiades Shipping Agents SA

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

**Mr Stefano Rosina**, Italy  
Premuda SpA

**Mr Teo Siong Seng**, Singapore  
Pacific International Lines (Pte) Ltd

**Mr Peter Senkbeil**, Monaco  
SBM Offshore N.V.

**Ms Marianne Sørensen**, Denmark  
Maersk Drilling A/S

## The Standard Club Europe Ltd

### *Directors*

**Mr Alistair Groom**, United Kingdom  
*Chairman*

**Mr Rod Jones**, United States  
*Deputy Chairman*  
CSL Group Inc

**Mr Cesare d'Amico**, Italy  
d'Amico Societa di Navigazione SpA

**Mr Robert Clarke**, Canada  
BC Ferry Services

**Mr Matthew Cox**, United States  
Matson Navigation Co Inc

**Mr Jeremy Grose**, United Kingdom  
Manager

**Mr Barnabas Hurst-Bannister**,  
United Kingdom

**Mr Erik Johnsen**, United States  
International Shipholding Corporation

**Mr David Marock**, United Kingdom  
Manager

**Mr Ricardo Menendez**, Argentina  
Ultraocean SA

**Ms Marianne Sørensen**, Denmark  
Maersk Drilling A/S

## The Standard Club Asia Ltd

### *Directors*

**Mr Teo Siong Seng**, Singapore  
*Chairman*  
Pacific International Lines (Pte) Ltd

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

**Mr Andrew Broomhead**, Hong Kong  
Pacific Basin Shipping (HK) Ltd

**Mr Philip Clausius**, Singapore  
Transport Capital Pte Ltd

**Mr Rod Jones**, United States  
CSL Group Inc

**Mr David Koo**, Hong Kong  
Valles Steamship Co Ltd

**Mr Ricardo Menendez**, Argentina  
Ultraocean PA

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

# 02

## The Managers

P&I and Defence Rules and Correspondents



## 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

Olivia Furmston – Legal Director  
olivia.furmston@ctplc.com

o: +44 20 3320 8858  
m: +44 75 8448 8175

James Cross – Consultant, Claims Services  
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

Claire Wheeler – Underwriting Operations Director  
claire.wheeler@ctplc.com

o: +44 20 3320 8880  
m: +44 77 9583 7940

### 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

Nick Sansom – Business Development Director  
nick.sansom@ctplc.com

o: +44 20 3320 8864  
m: +44 77 6988 7692  
h: +44 20 7736 1342

Emma Newton – Marketing Manager  
emma.newton@ctplc.com

o: +44 20 3320 8977  
m: +44 78 2505 4808

## **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**

---

Robert Andrews – Chief Risk Officer  
robert.andrews@ctplc.com

o: +44 20 7767 2026  
m: +44 78 6734 8644

Stephen Williams – Head of Compliance  
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

## **Loss Prevention**

---

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

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

John Dolan – Deputy Director of Loss Prevention  
john.dolan@ctplc.com

o: +44 20 7522 7531  
m: +44 79 1957 1011

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

Kirk McGregor – Marine Surveyor  
kirk.mcgregor@ctplc.com

o: +44 20 7680 5626  
m: +44 75 0099 8901

Tim Prior – Marine Surveyor  
tim.prior@ctplc.com

o: +44 20 3320 8987  
m: +44 78 2352 1087

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

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

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

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

Jennifer Bellsham – Loss Prevention Administrator  
s&ladmin@ctplc.com

o: +44 20 7522 7509

# The Standard Club Europe Ltd

## *Managers' London agents*

Charles Taylor & Co. Limited

**Emergency telephone: +44 7932 113573**

E-mail: [pandi.london@ctplc.com](mailto:pandi.london@ctplc.com)

Jeremy Grose – Chairman <a href="mailto:jeremy.grose@ctplc.com">jeremy.grose@ctplc.com</a>	o: +44 20 3320 8835 m: +44 79 3211 3594
---	--

James Bean – Managing Director <a href="mailto:james.bean@ctplc.com">james.bean@ctplc.com</a>	o: +44 20 3320 8811 m: +44 79 1776 0820
--	--

## Europe Division

Nick Frampton – Head of Division <a href="mailto:nicholas.frampton@ctplc.com">nicholas.frampton@ctplc.com</a>	o: +44 20 3320 8881 m: +44 77 1789 6170 h: +44 20 8313 9219
--	---

Enam Hussain – Head of Division <a href="mailto:enam.hussain@ctplc.com">enam.hussain@ctplc.com</a>	o: +44 20 3320 8821 m: +44 77 1137 8355
---	--

## Claims

Laura Atherton – Senior Claims Executive <a href="mailto:laura.atherton@ctplc.com">laura.atherton@ctplc.com</a>	o: +44 20 7522 7592 m: +44 77 7646 1722
--	--

Annie O'Sullivan – Senior Claims Executive <a href="mailto:annie.osullivan@ctplc.com">annie.osullivan@ctplc.com</a>	o: +44 20 3320 2308 m: +44 77 6991 3655
--	--

Revecca Vasiliou – Senior Claims Executive <a href="mailto:revecca.vasiliou@ctplc.com">revecca.vasiliou@ctplc.com</a>	o: +44 20 7680 5619 m: +44 77 8836 4971
--	--

Jessica Canbas – Claims Executive <a href="mailto:jessica.canbas@ctplc.com">jessica.canbas@ctplc.com</a>	o: +44 20 7680 5613 m: +44 77 8836 8002
---	--

Anina Grosser – Claims Executive <a href="mailto:anina.grosser@ctplc.com">anina.grosser@ctplc.com</a>	o: +44 20 7522 7523 m: +44 77 9869 4834
--	--

Brett Hosking – Claims Executive <a href="mailto:brett.hosking@ctplc.com">brett.hosking@ctplc.com</a>	o: +44 20 3320 8956 m: +44 78 2505 5441
--	--

Heather Maxwell – Claims Executive <a href="mailto:heather.maxwell@ctplc.com">heather.maxwell@ctplc.com</a>	o: +44 20 7680 5655 m: +44 79 9051 4108
--	--

## **Underwriting**

---

James Booker – Underwriting Director james.booker@ctplc.com	o: +44 20 7522 7537 m: +44 73 4208 6836
Harriet Foster – Deputy Underwriter harriet.foster@ctplc.com	o: +44 20 7522 7556 m: +44 75 8588 2799

---

## **Mediterranean & Middle East Division**

---

Mark Collins – Head of Division mark.collins@ctplc.com	o: +44 20 3320 8851 m: +44 77 1287 1315 h: +44 12 0651 2917
Oliver Hutchings – Head of Division oliver.hutchings@ctplc.com	o: +44 20 3320 8885 m: +44 79 1772 2761

---

## **Claims**

---

Richard Stevens – Divisional Claims Director richard.stevens@ctplc.com	o: +44 20 3320 8825 m: +44 77 7540 6990
Matthew de Plater – Senior Claims Executive matthew.deplater@ctplc.com	o: +44 20 3320 8897 m: +44 79 0066 6013
Ewa Szteinduchert – Senior Claims Executive ewa.szteinduchert@ctplc.com	o: +44 20 7680 5657 m: +44 77 6928 0576
Elizabeth Birch – Claims Executive elizabeth.birch@ctplc.com	o: +44 20 3320 2279 m: +44 77 8552 7562
Polly Davies – Claims Executive polly.davies@ctplc.com	o: +44 20 7522 7496 m: +44 78 6718 9317
Jamie Green – Claims Executive jamie.l.green@ctplc.com	o: +44 20 7680 5611 m: +44 75 0012 1706



## **Underwriting**

---

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

---

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

---

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

---

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

---

## **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

---

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

---

Anna Doumeni – Senior 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

---

Eva Kelesidou – Claims Executive  
eva.kelesidou@ctplc.com  
o: +30 21 0429 1853  
m: +30 69 4158 3682

---

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

## Offshore Division

---

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

### Claims

---

Fabien Lerede – Divisional 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

Sarah Wallace – Senior Claims Executive o: +44 20 3320 8900  
sarah.wallace@ctplc.com m: +44 77 6888 8556

Jonathan Clark – Claims Executive o: +44 20 7522 7426  
jonathan.clark@ctplc.com m: +44 78 2447 8111

Angeles Aguado – Contract Reviewer o: +44 20 7522 6484  
angeles.aguado@ctplc.com m: +44 78 2724 5922

### Underwriting

---

Ian Billington – Underwriting Director o: +44 20 3320 2229  
ian.billington@ctplc.com m: +44 78 2554 6228

Joseph Divis – Underwriter o: +44 20 3320 8806  
joseph.divis@ctplc.com m: +44 75 8590 2091

Sian Dinnadge – Deputy Underwriter o: +44 20 3320 8967  
sian.dinnadge@ctplc.com m: +44 78 8009 6236

Hannah Griffiths – Deputy Underwriter o: +44 20 3320 8846  
hannah.griffiths@ctplc.com m: +44 79 0011 1217

Tom Williams – Deputy Underwriter o: +44 20 3320 8965  
tom.williams@ctplc.com m: +44 79 2029 8883



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

---

Telephone: +1 212 809 8085

E-mail: [pandi.newyork@ctplc.com](mailto:pandi.newyork@ctplc.com)

LeRoy Lambert – President/Regional Claims Director o: +1 646 753 9020  
[leroy.lambert@ctplc.com](mailto:leroy.lambert@ctplc.com) m: +1 973 444 2683

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

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

Peter F. Black – Claims Executive o: +1 646 753 9023  
[peter.black@ctplc.com](mailto:peter.black@ctplc.com) m: +1 917 412 1773

**Rio de Janeiro Office – Charles Taylor do Brasil Ltda**

---

Telephone: +55 21 3736 3600

E-mail: [pandi.riodejaneiro@ctplc.com](mailto:pandi.riodejaneiro@ctplc.com)

Constantino Salivaras – Manager o: +55 21 3736 3653  
[constantino.salivaras@ctplc.com](mailto:constantino.salivaras@ctplc.com) m: +55 21 9967 66499

# The Standard Club Asia Ltd

## Managers

Charles Taylor Mutual Management (Asia) Pte. Limited

**Emergency telephone: +65 6506 2896**

E-mail: [pandi.singapore@ctplc.com](mailto:pandi.singapore@ctplc.com)

## Directors

---

Jeremy Grose – Chairman <a href="mailto:jeremy.grose@ctplc.com">jeremy.grose@ctplc.com</a>	o: +44 20 3320 8835 m: +44 79 3211 3594
David Roberts – Managing Director <a href="mailto:david.roberts@ctplc.com">david.roberts@ctplc.com</a>	o: +65 6506 2889 m: +65 8518 1103
Nick Jelley – Chief Financial Officer <a href="mailto:nick.jelley@ctplc.com">nick.jelley@ctplc.com</a>	o: +44 20 3320 8845 m: +44 78 2655 2861

## Claims

---

Rupert Banks – Regional Claims Director <a href="mailto:rupert.banks@ctplc.com">rupert.banks@ctplc.com</a>	o: +65 6506 2882 m: +65 9624 5797
Sharmini Murugason – Regional Offshore Claims Director <a href="mailto:sharmini.murugason@ctplc.com">sharmini.murugason@ctplc.com</a>	o: +65 6506 2867 m: +65 9648 6950
Shang Doe Shim – Claims Director <a href="mailto:shangdoe.shim@ctplc.com">shangdoe.shim@ctplc.com</a>	o: +65 6506 2884 m: +65 9727 7519
Nick Dimokidis – Senior Claims Executive <a href="mailto:nick.dimokidis@ctplc.com">nick.dimokidis@ctplc.com</a>	o: +65 6506 2880 m: +65 9298 8387
Nicole Lian – Senior Claims Executive <a href="mailto:nicole.lian@ctplc.com">nicole.lian@ctplc.com</a>	o: +65 6506 2857 m: +65 9661 2510
Jason Wee – Senior Claims Executive <a href="mailto:jason.wee@ctplc.com">jason.wee@ctplc.com</a>	o: +65 6506 2875 m: +65 9296 5850
Ben Chandler – Claims Executive <a href="mailto:ben.chandler@ctplc.com">ben.chandler@ctplc.com</a>	o: +65 6506 2858 m: +65 8428 2950
Giorgio De Rosa – Claims Executive <a href="mailto:giorgio.derosa@ctplc.com">giorgio.derosa@ctplc.com</a>	o: +65 6506 2801 m: +65 9171 1745
Atousa Khakpour – Claims Executive <a href="mailto:atousa.khakpour@ctplc.com">atousa.khakpour@ctplc.com</a>	o: +65 6506 1945 m: +65 9115 9583
Ji Young Kim – Claims Executive <a href="mailto:jiyoung.kim@ctplc.com">jiyoung.kim@ctplc.com</a>	o: +65 6506 2887 m: +65 9030 7329
Nicholas Mavrias – Claims Executive <a href="mailto:nicholas.mavrias@ctplc.com">nicholas.mavrias@ctplc.com</a>	o: +65 6506 2802 m: +65 9127 6671

## **Underwriting**

---

Nick Taylor – Regional Underwriting Director nick.taylor@ctplc.com	o: +65 6506 2859 m: +65 9722 0929
Jack Marriott-Smalley – Underwriter jack.marriott-smalley@ctplc.com	o: +65 6506 2808 m: +65 9171 3723
Edward Atkins – Deputy Underwriter edward.atkins@ctplc.com	o: +65 6506 1942 m: +65 9298 3779
Jessie Heo – Deputy Underwriter jessie.heo@ctplc.com	o: +65 6506 2864 m: +65 9128 2716
Sam Pik Ying – Deputy Underwriter pikying.sam@ctplc.com	o: +65 6506 1434 m: +65 8876 1608

## **Loss Prevention**

---

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

## **Hong Kong Office – Charles Taylor P&I Management**

---

Telephone: +852 2399 6120  
E-mail: pandi.hongkong@ctplc.com

Lucinda Liu – Claims Manager lucinda.liu@ctplc.com	o: +852 2399 6123 m: +852 6074 7903
Kin Cheung Kung – Claims Executive kincheung.kung@ctplc.com	o: +852 2399 6122 m: +852 5321 1700

# 03

## **P&I Rules**

P&I and Defence Rules and Correspondents





## SECTION A: INSURANCE

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

- (4) Section 13 of the Act is excluded. As a result the club shall be entitled to exercise its right to terminate the contract of insurance in respect of the member and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the member and/or any insured party and/or any affiliated or associated company of the member.
- (5) Section 13(A) of the Act is excluded. As a result these rules or any contract of insurance between the club, the member and any insured party shall not be subject to any implied term that the club will pay any sums due in respect of a claim within a reasonable time save that the club may not deliberately or recklessly fail to do so.

**1.6** The terms of entry and the insurance provided by the club do not confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999, except to the extent provided in rule 6.16.

## SECTION B: SCOPE OF COVER

- 2.1** The liabilities in respect of which a member is insured by the club must have arisen by reason of the member's interest in the ship, out of events occurring during the period of the ship's entry in the club and in connection with the operation of the ship.
- 2.2** Under a charterer's entry, a member is entitled to recover for his liability to indemnify another person in respect of the risks set out in rule 3.
- 2.3** Where such liabilities would not have arisen but for the terms of any contract or indemnity, the contract or indemnity must either correspond to any specific requirements set out in rule 3 or rule 5, or have been approved by the managers.
- 2.4** A member's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and the certificate of entry.
- 2.5** A member is not insured for any liabilities incurred by him in a capacity other than that in which he has entered into the contract of insurance with the club.

## SECTION C: RISKS COVERED

<b>Crew injury, illness or death</b>	<b>3.1.1</b>	Liabilities in respect of crew injury, illness or death.
<b>Repatriation</b>	<b>3.1.2.1</b>	Liabilities in respect of crew repatriation. <b>Exclusion to rule 3.1.2.1</b> Liabilities arising out of the termination of any agreement, or the sale of the ship, or any other act of the member in respect of the ship, unless the board considers that such termination or other act was necessary in the interests of the safety of the ship or crew, or the proper running of the ship.
	<b>3.1.2.2</b>	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.
<b>Substitute expenses</b>	<b>3.1.3</b>	Expenses necessarily incurred in sending substitutes to replace crew who have died, are incapacitated or who have been left ashore in consequence of injury, illness, or desertion. Wages are only recoverable when payable to substitutes, while awaiting and during repatriation.
<b>Loss of effects</b>	<b>3.1.4</b>	Loss of crew effects, excluding valuables.
<b>Shipwreck unemployment indemnity</b>	<b>3.1.5</b>	Wages or other compensation payable to crew arising out of the actual or constructive total loss of the ship.
<b>Port expenses</b>	<b>3.1.6</b>	Port and other charges as set out in rule 3.4 incurred in relation to crew.
<b>Passengers</b>	<b>3.2.1</b>	Liabilities in respect of the injury, illness or death of a passenger.
	<b>3.2.2</b>	Liabilities to passengers arising out of a casualty while they are on board the ship. For the purpose of this rule 'casualty' means collision, stranding, explosion, fire or any other cause affecting the condition of the ship so as to render her incapable of safe navigation to her intended destination; or a threat to the life, health or safety of passengers.
	<b>3.2.3</b>	Loss of or damage to a passenger's baggage or effects, excluding valuables.
	<b>3.2.4</b>	In respect of any liabilities arising under rule 3.2, the passenger contract must relieve the member of liability to the maximum extent permitted under the applicable law. <b>Exclusions to rule 3.2</b> <b>(1)</b> Liabilities arising out of the carriage of a passenger by air unless they occur: <b>a</b> during repatriation of an injured or sick passenger, or following a casualty to the ship; or <b>b</b> during excursions from the ship, subject to exclusion (2) below.

- (2) Contractual liabilities arising in respect of a passenger while on an excursion from the ship in circumstances where either:
    - a a separate contract has been entered into by the passenger for the excursion, whether or not with the member; or
    - b the member has waived any rights of recourse against any sub-contractor or other third party in respect of the excursion.
- Third parties**      **3.3**      Liabilities in respect of the injury, illness or death of any person other than crew or passengers.
- Stowaways and refugees: port charges**      **3.4**      Port and other charges solely incurred for the purpose of landing stowaways or refugees, or others saved at sea, or landing or securing the necessary treatment for an injured or sick person, other than crew, including the net loss to the member in respect of fuel, insurance, wages, stores and provisions incurred for such purpose.
- Life salvage**      **3.5**      Sums due to a third party because he has saved or attempted to save the life of any person on or from the ship.
- Collision with other ships**      **3.6.1**      One-fourth, or such other proportion agreed by the managers, of the liabilities arising out of a collision other than those set out in rule 3.6.3.
- 3.6.2**      Under a charterer's entry, four-fourths of the liabilities arising out of a collision.
  - 3.6.3**      The liabilities arising out of a collision relating to:
    - (1) the raising, removing, destroying, lighting or marking of wrecks, cargo or other property
    - (2) damage done by such other ship to any property not being another ship or any cargo or other property therein
    - (3) loss of or damage to cargo or other property being carried in the ship; if the cargo is the property of the member, it is deemed to be fully insured, and the member is entitled only to recover from the club the amount by which such indemnity exceeds the sum recoverable under such insurance
    - (4) the injury, illness or death of any person on board such other ship
    - (5) pollution liabilities as may be covered under rule 3.8.
  - 3.6.4**      That part of the member's collision liability which exceeds the sum recoverable under the hull policies solely by reason of such liability exceeding the valuation of the ship in those policies. However, the board may determine the proper value (being the market value of the ship without commitment) for which the ship should have been insured under the hull policies, and the club shall pay only the excess of the amount which would have been recoverable if the ship had been insured thereunder at such value.

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

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

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

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

**Pollution**

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

**3.8.2** The costs of any measures reasonably taken after the discharge or escape of any substance from the ship for the purpose of avoiding or minimising any resulting loss, damage or contamination or cleaning up any resulting pollution, together with liability for any loss of or damage to property caused by any measures so taken.

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

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

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

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

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

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

### Exclusions to rule 3.8

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

- (1) liabilities which but for the terms of any contract of carriage would have been allowed in general average adjusted under the unamended York Antwerp Rules 1994.
- (2) liabilities, loss or damage including, without limitation, liability for the cost of any remedial works or clean-up operations, arising as a result of the presence in, or the escape or discharge or threat of escape or discharge from, any land based dump, site, storage or disposal facility of any substance previously carried on the ship whether as cargo, fuel, stores or waste and whether at any time mixed in whole or in part with any other substance whatsoever.

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

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

#### Towage of the ship

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

#### Towage by the ship

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

## Wreck liabilities

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

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

### Exclusions to rule 3.11

- (1) There shall be no recovery if the member has, without the agreement of the managers, transferred his interest in the wreck other than by abandonment, at any time after the ship became a wreck.
- (2) There shall be no recovery unless the raising, removal, destruction, lighting or marking of the wreck, or the raising, removal, destruction or disposal of cargo or any other property, was compulsory by law or was undertaken with the agreement of the managers.
- (3) Unless the board otherwise determines, a member is not entitled to reimbursement in respect of any liability unless he took reasonable measures to raise, remove, destroy, light or mark the wreck, or raise, remove, destroy or dispose of cargo or any other property.



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

**Quarantine expenses**

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

**Exclusion to rule 3.12**

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

**Cargo liabilities**

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

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

- (1) in the actual discharge or disposal of damaged or worthless cargo, provided that he can only recover such costs if he has no recourse to recover them from any other party; or
- (2) as a direct consequence of the failure by cargo interests to collect or remove cargo from the place of discharge or delivery, provided that he can only recover such costs to the extent they exceed the proceeds of the sale of the cargo and he has no recourse to recover them from any other party.

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

**Exclusions to rule 3.13**

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

**Hague and  
Hague-Visby  
Rules**

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

**Deviation**

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

**Loading**

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

**Discharge**

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

**Documentation  
and delivery**

(5) the delivery of cargo carried under a negotiable document of title (including an electronic bill of lading) without production (or the equivalent thereof in the case of an electronic bill of lading) of that document by the person to whom delivery is made except where the cargo has been carried:

- a** under the terms of a non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the member may be liable under the terms of a negotiable document of title issued by or on behalf of a party other than the member providing for carriage in part upon the ship and in part upon another ship or by another mode of transport; or
- b** under the terms of an electronic trading system approved by the managers and has been properly delivered to the person so entitled in accordance therewith.

(6) delivery of cargo carried under a non-negotiable document without production of such document by the person to whom delivery is made, where such production is required by the express terms of that document or the law to which that document, or the contract of carriage contained in or evidenced by it, is subject, except where the member is required by any other law to which he is subject to deliver or relinquish custody or control of the cargo, without production of such document

### Finished steel products

- (7) the issue of a document containing or evidencing the contract of carriage recording the loading or shipment or receipt for shipment on a date other than the date on which the cargo was in fact loaded, shipped or received
- (8) a document containing or evidencing the contract of carriage issued with the knowledge of the member or his master with an incorrect description of the cargo or its quantity or condition
- (9) the carriage of finished steel products, unless the member has arranged for a preloading survey to be carried out by a club-approved surveyor at each port of shipment, and the bills of lading have been claused in accordance with the findings of the surveyor as to the condition of cargo at the time of loading

### Deck cargo

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

### Valuables

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

### Value declared on bill of lading

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

### Unrecoverable general average contributions 3.14

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

#### Exclusions to rule 3.14

- (1) If the contribution is irrecoverable by reason of a deviation, rule 3.13 exclusion (2) applies to any claim under rule 3.14.
- (2) The board may reject or reduce a claim if the contract of carriage under which the cargo was being carried did not include Article IV Rule (2)(a) of the Hague Rules, as amended by the Hague-Visby Rules, or an equally wide exemption from liability.

**Ship's  
proportion  
of general  
average**

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

**Fines**

**3.16** Fines imposed on the member or upon any other person whom he reasonably reimburses or is legally liable to indemnify:

**3.16.1** for short or over delivery of cargo, or for failure to comply with regulations concerning the declaration of goods or the documentation of cargo

**3.16.2** for smuggling or breach of any customs or immigration law or regulation

**3.16.3** in respect of the accidental escape or discharge of any substance, so long as the member is insured for pollution liabilities by the club subject to his terms of entry and the relevant limit of liability.

**3.16.4** for any other matter to the extent that the member has satisfied the board that he took all such steps as appear to the board to be reasonable to avoid the event giving rise to the fine; in addition, any amounts claimed in respect of such fine are recoverable only to the extent the board may determine.

**Exclusions to rule 3.16**

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

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

**Enquiry expenses**

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

**Confiscation of ship by customs authorities**

**3.18** Loss of the ship following its confiscation by any legally empowered body in respect of the infringement of any customs law or regulation but only if and to the extent that, notwithstanding rule 5.1, the board decides that the member shall recover from the club.

**Exclusions to rule 3.18**

- (1)** The amount recoverable shall not exceed the market value of the ship at the date of the confiscation.
- (2)** The member must have satisfied the board that he took all such steps as appear to the board to be reasonable to prevent the infringement of the customs law or regulation giving rise to the confiscation.
- (3)** No claim will be considered by the board until the member has been deprived of his interest in the ship.

**Sue and labour**

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

**Exclusion to rule 3.19**

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

**Omnibus**

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

## SECTION D: EXCLUDED RISKS

### Risks covered by hull and war risks policies

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

### Double insurance

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

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

### War risks

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

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

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

**Radioactive contamination**

**4.4**

There shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents, directly or indirectly caused by or arising from:

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

other than liabilities arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the ship, and such further exceptions as the board may approve.

**Guarantees, undertakings and certificates**

**4.5**

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

- (1)** a guarantee or other undertaking to the Federal Maritime Commission under Section 2 of US Public Law 89-777; or
- (2)** a certificate in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 and 1992 or any amendments thereof; or
- (3)** an undertaking to the International Oil Pollution Compensation Fund 1992 in connection with STOPIA; or
- (4)** a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or
- (5)** a certificate in compliance with Article 4bis of the Athens Convention Relating to the Carriage of Passengers and Their Luggage by Sea 2002; or
- (6)** a certificate in compliance with Article 12 of the Nairobi International Convention on the Removal of Wrecks 2007; or
- (7)** any other guarantee, certificate or undertaking issued by the club pursuant to any statute, convention, treaty or law.

- 4.6** The member shall indemnify the club to the extent that any payment under any such guarantee, undertaking or certificate is or would have been recoverable in whole or in part under a standard P&I war risks policy had the member complied with the terms and conditions thereof.
- 4.7** The member agrees that any payment by the club under any such guarantee, undertaking or certificate shall, to the extent of any amount recovered under any policy of insurance or additional cover provided by the club, be by way of loan and there shall be assigned to the club to the extent and on the terms the managers determine to be practicable, all the rights of the member under any other insurance and against any third party.
- 4.8** No claim is recoverable if it arises out of or is consequent upon the ship blockade-running or being employed in an unlawful, prohibited or sanctionable carriage, trade, voyage or operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable or if the board determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.

**Unlawful  
sanctionable  
and hazardous  
trades**



## SECTION E: EXCLUDED LOSSES

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

- (2) the failure to perform such specialist operations by the member or the fitness for purpose or quality of the member's work, products or services; or
- (3) any loss of or damage to the contract work including, but not limited to materials, components, parts, machinery, fixtures, equipment and any other property which is or is destined to become a part of the completed project which is the subject of the contract under which the ship is working, or to be used up or consumed in the completion of such project.

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

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

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

## Drilling and production operations

- 5.12.1** Liabilities incurred in respect of the ship, being a ship or any other description of vessel or unit constructed or adapted for the purpose of carrying out drilling operations in connection with oil or gas exploration or production.
- 5.12.2** Liabilities incurred in respect of the ship, being any ship carrying out drilling or production operations in connection with oil or gas exploration or production, including any accommodation ship moored or positioned on site as an integral part of any such operations, to the extent that such liabilities arise out of or during drilling or production operations.
- 5.12.3** A ship shall be deemed to be carrying out production operations if, inter alia, it is a storage tanker or other ship engaged in the storage of oil, and either the oil is transferred directly from a producing well to the storage ship; or the storage ship has oil and gas separation equipment on board and gas is being separated from oil while on board the storage ship other than by natural venting.
- 5.12.4** If the ship is carrying out production operations, rule 5.12.2 shall apply:
  - (1) from the time that a connection, whether directly or indirectly, has been established between the ship and the well until such time that the ship has been disconnected from the well as part of a planned procedure to leave the site for the purpose of navigation to shore or to another production site; or
  - (2) where the ship is unintentionally, as well as intentionally as an emergency response, disconnected from the well; or
  - (3) where the ship remains connected to the well, but production is shut down, whether or not as an emergency response.

<b>Heavy lift ships</b>	<b>5.13</b>	Loss of or damage to or wreck removal of cargo carried on a semisubmersible heavy lift ship or any other ship designed exclusively for the carriage of heavy lift cargo, save to the extent that such cargo is being carried under the terms of a contract on Heavycon terms or any other terms approved by the managers.
<b>Submarines and divers</b>	<b>5.14</b>	<p>Liabilities incurred in connection with any claim arising out of:</p> <p>(1) the operation by the member of submarines, mini submarines or diving bells; or</p> <p>(2) the activities of professional or commercial divers where the member is responsible for such activities, other than:</p> <p style="margin-left: 20px;"><b>a</b> activities arising out of salvage operations being conducted by the ship where the divers form part of the crew of that ship (or of diving bells or other similar equipment or craft operating from the ship) and where the member is responsible for the activities of such divers; and</p> <p style="margin-left: 20px;"><b>b</b> incidental diving operations carried out in relation to the inspection, repair or maintenance of the ship or in relation to damage caused by the ship; and</p> <p style="margin-left: 20px;"><b>c</b> recreational diving activities.</p>
<b>Non-marine personnel</b>	<b>5.15</b>	<p>Liabilities incurred in respect of:</p> <p>(1) personnel (other than marine crew) on board the ship (being an accommodation ship) employed other than by the member where there has not been a contractual allocation of risks between the member and the employer of the personnel approved by the managers;</p> <p>(2) hotel and restaurant guests and other visitors and catering personnel of the ship when she is moored (other than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.</p>
<b>Waste disposal</b>	<b>5.16</b>	Liabilities incurred in connection with any claim brought against the member arising out of waste incineration or disposal operations carried out by the ship, other than any such operations carried out as an incidental part of other commercial activities, not being specialist operations.

**Paperless trading**

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

For the purpose of this rule:

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

**Direction of the board**

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

## SECTION F: SCOPE OF RECOVERY AND LIMITS

### Net loss

- 6.1** If a member incurs any of the liabilities set out in rule 3, he is entitled to recover the net amount of such liabilities, deducting any costs and expenses which would have been incurred in any event together with any savings accruing to him and any recoveries made by him, unless otherwise agreed by the managers.

### Limits of recovery

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

- (1)** the amount to which the member is entitled to limit his liability, or would have been so entitled under any relevant law had he so petitioned;
- (2)** any other limit contained in these rules or set out in the member's certificate of entry;
- (3)** if less than the full tonnage of the ship is entered in the club, such proportion of the amount referred to in rule 6.1, or the limits referred to in paragraphs (1) and (2) above, as the entered tonnage bears to the full tonnage of the ship.

- 6.2.2** If the claims of all insured parties in respect of liabilities insured by the club exceed or may exceed in the aggregate any limit of cover set out in the rules or in the certificate of entry:

- (1)** the member shall be entitled to recover in respect of such claims in priority to the claims of any other insured parties and any joint entrants shall be entitled to recover in respect of such claims in priority to the claims of any co-assureds;
- (2)** where the aggregate of the claims of the member exceeds or may exceed the said limit, the member shall be entitled to recover in respect of such claims to the exclusion of any claims of any other insured parties;
- (3)** where the aggregate of the claims of any joint entrants exceeds or may exceed the said limit or any part thereof remaining after application of rule 6.2.2(1), any joint entrant shall be entitled to recover in respect of such claims
  - a** to the exclusion of any claims of any co-assureds; and
  - b** only such proportion of the remaining part of the limit as the claim of that joint entrant bears to the total of all claims of all joint entrants;
- (4)** where the aggregate of the claims of any co-assureds exceeds or may exceed the said limit or any part thereof remaining after the application of rules 6.2.2(1) and (3), any co-assured shall be entitled to recover in respect of such claims only such proportion of the remaining part of the limit as the claim of that co-assured bears to the total of all claims of all co-assureds.

- 6.2.3** If in the opinion of the managers the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the certificate of entry, the managers may defer payment of a claim or any part thereof.

**Recovery  
by owner for  
oil pollution  
claims**

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

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

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

**Recovery by  
owner for  
passenger and  
crew claims**

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

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

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

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

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

**(1)** the aggregate of claims in respect of liability to passengers recoverable from the club and/or such other insurers shall not exceed US\$2 billion any one event and the liability of the club shall be limited to such proportion of that sum as the claim recoverable by such persons from the club bears to the aggregate of all such claims otherwise recoverable from the club and all such insurers;

**(2)** the aggregate of all claims in respect of liability to passengers and crew recoverable from the club and/or such other insurers shall not exceed US\$3 billion any one event and the liability of the club shall be limited:

**a** where claims in respect of liability to passengers have been limited to US\$2 billion in accordance with rule 6.8(1), to such proportion of the balance of US\$1 billion as the claims recoverable by such persons in respect of liability to crew bears to the aggregate of all such claims otherwise recoverable from the club and all such insurers; and

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

**Recovery by charterer and consortiums**

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

**Charterer**

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

**Consortiums**

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

**Member's property**

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

**6.11** If a claim arises under rules 3.7 or 3.9 following loss of or damage to any ship, cargo or other property or object belonging to the member in respect of whose ship the claim arose, the member is entitled to recover from the club, and the club has the same rights, as if such ship, cargo or other property or object lost or damaged had belonged to a third party, but only to the extent that such loss or damage is not recoverable under any other insurance upon the said ship, cargo or other property or object.

**6.12** If the cargo in respect of which a claim arises under rule 3.13 is the property of the member, he is entitled, subject to the exclusions to rule 3.13, to recover such liabilities as would have been recoverable if that property belonged to a third party and that third party had concluded a contract of carriage with the member.



- Amounts owing to the club**
- 6.13** The club is not liable to make any payment in respect of any claim while any sum is due from the member, or due in respect of a ship entered under the same group rating agreement; however, if any payment is made, the club may deduct any sum which is due from a member relating to any policy year.
- Interest**
- 6.14** In no case is interest payable on sums due from the club.
- Pay to be paid**
- 6.15** Unless the managers otherwise determine, it is a condition precedent of a member's right to recover in respect of any liabilities that he must have first discharged or paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.
- Crew claims**
- 6.16.1** Notwithstanding rule 6.15, where a member has failed to discharge a legal liability to pay damages or compensation for crew injury, illness or death, 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.
- 6.16.2** There shall be no recovery unless the crewmember or dependant has no enforceable right of recovery against any other party and would otherwise be uncompensated.
- 6.16.3** Subject to rule 6.16.4, the amount payable by the club shall under no circumstances exceed the amount which the member would have been able to recover from the club under the rules and his terms of entry.
- 6.16.4** Where the club is under no liability to the member by virtue of rule 17.3, the club shall nevertheless discharge or pay that claim to the extent only that it arises from an event occurring prior to the date of cancellation, but as agent only of the member, and the member shall be liable to reimburse the club for the full amount of such claim.
- 6.16.5** 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**
- 6.17** Any sum recoverable, including fees, costs and expenses, shall be subject to such deductible as has been agreed by the managers or, if not so agreed, shall be subject to the standard deductibles determined by the board from time to time. Unless otherwise agreed, deductibles shall apply any one event.
- 6.18** The club may undertake the defence of a member or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the member. Although the club may pay the costs of such legal proceedings, the member shall bear any damages therein adjudged or awarded against him.

<b>Wilful misconduct</b>	<b>6.19</b>	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.
<b>Obligation to sue and labour</b>	<b>6.20</b>	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.
<b>Waiver of subrogation</b>	<b>6.21</b>	Where a charterer or other party is named as a joint entrant or co-assured and a waiver of subrogation is required under a contract, rights of subrogation against such joint entrant or co-assured are waived only where the managers have agreed such a waiver; any such waiver applies only in respect of those liabilities which are borne by the member or other joint entrant under the terms of the relevant contract and not to any liabilities which are to be borne by the charterer or other party.
<b>Sanctions</b>	<b>6.22</b>	The member shall in no circumstances be entitled to recover from the club that part of any liabilities which is not recovered by the club from parties to the Pooling Agreement and/or under any reinsurance(s) because of a shortfall in recovery from the parties or reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organisation or the risk thereof if payment were to be made by such parties or reinsurers. For the purposes of this rule 6.22 “shortfall” includes any failure or delay in recovery by the club by reason of the parties or reinsurers making payment into a designated account in compliance with the requirements of any state or international organisation.

## SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

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

<b>Evidence</b>	<b>7.9</b>	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.
<b>Powers of the managers relating to the handling of claims</b>	<b>8.1</b>	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.
	<b>8.2</b>	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.
	<b>8.3</b>	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.
	<b>8.4</b>	The managers may at any time appoint, on behalf of a member at the expense of the club subject to the applicable deductible, experts or lawyers to deal with any matter which may result in liabilities in respect of which the member is or may be insured by the club in whole or in part.
<b>Effect of non-compliance</b>	<b>8.5</b>	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.
<b>Security</b>	<b>9.1</b>	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.
	<b>9.2</b>	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.
	<b>9.3</b>	In no case shall the club be liable for the detention of the ship, or for any other detention or attachment of a member's assets, or for any damage whatsoever caused to a member by reason of the provision or non-provision of security.
	<b>9.4</b>	A member shall upon demand reimburse the club such sum or sums as the club has paid on his behalf or under security provided by the club to the extent that such payment is, in the opinion of the managers, in respect of liabilities not recoverable from the club.

## SECTION H: APPLICATION AND ENTRY

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

## Certificates of entry

- 12.1** The managers will send the member a certificate of entry stating the date of commencement of cover and the terms and conditions on which the ship has been accepted for insurance.
- 12.2** If at any time there is a variation in the terms of entry, the managers will send the member an endorsement stating the terms of such variation and the date from which such variation is to be effective.
- 12.3** Every certificate of entry issued is conclusive evidence as to its terms; if the managers believe that such documentation contains any error or omission they may issue a new certificate or endorsement which will be conclusive as aforesaid.

## Joint entrants

- 13.1** The managers may accept an application from a member for another person or persons to become joint entrants in respect of that member's entry. Each joint entrant has an independent right of recovery from the club.
- 13.2** Unless otherwise agreed by the managers, the member and all joint entrants are jointly and severally liable to pay all amounts due to the club in respect of such entry.
- 13.3** The member and each joint entrant warrants that the joint entrant is, in relation to the ship:
- (1)** interested in her operation, management or manning; or
  - (2)** the holding company or the beneficial owner of the member or of any person interested in her operation, management or manning; or
  - (3)** a mortgagee of the ship or a financial institution (or its subsidiary or affiliate) leasing the ship as owner to the member; or
  - (4)** the charterer.
- 13.4** The member warrants that he has at all times full power and authority to act in the name of and/or on behalf of all joint entrants.

## Co-assureds

- 13.5** The managers may accept an application from a member for another person or persons to become co-assureds in respect of that member's entry.
- 13.6** The liability of the club to a co-assured only extends insofar as he may be found liable to pay in the first instance for liabilities which are properly the responsibility of the member which, if the member has entered into a contract with the co-assured, means those liabilities which are to be borne by the member under such contract. Cover does not extend to any amount which would not have been recoverable from the club by the member had the claim been made or enforced against him or to any liabilities to be borne by any of the co-assureds under the said contract.
- 13.7** Once the club has indemnified a co-assured it shall not be under any further liability to any person in respect of that claim.

- Insured parties** 13.8 The receipt by an insured party of any sums paid by the club in respect of such an entry is sufficient discharge by the club for the same.
- 13.9 Any provision of the rules by which an insured party ceases either to be insured or to be entitled to recover from the club is deemed to apply to all insured parties. Failure by an insured party to comply with any of the obligations under the rules is deemed to be the failure of all insured parties.
- 13.10 Conduct of an insured party which would have entitled the club to decline to indemnify it is deemed to be the conduct of all insured parties.
- 13.11 The contents of any communication between an insured party and the club is deemed to be within the knowledge of all insured parties.
- 13.12 The cover provided to joint entrants and co-assureds does not extend to any liabilities or disputes either among such joint entrants and co-assureds, or with the member.
- Charterer named as joint entrant or co-assured** 13.13
- a** Unless otherwise agreed by the managers, where a charterer is named as a joint entrant or co-assured, all insured parties, including such charterer, warrant that the charterer is either:
- (1) an affiliated or associated charterer; or
  - (2) has contracted with the member or a joint entrant for the provision of services to or by the ship and that contract has been approved by the managers.
- b** Any charterer named as a co-assured in accordance with rule 13.13 a (2) above is only covered for liabilities which are to be borne by the member or other joint entrant under the terms of the relevant contract and would, if borne by the member or that joint entrant, be recoverable by either from the club.
- Group entries** 13.14 The managers may accept an entry on the basis that the ship is part of a group rating agreement and assess premium accordingly.
- 13.15 One person must be designated group principal and any communication from or on behalf of the club to the group principal is deemed to be within the knowledge of all insured parties in the group and any communication from and action taken by the group principal is deemed conclusively to be made with the full approval of any and all insured parties within that group.
- 13.16 All persons entering ships under a group rating agreement and the group principal remain jointly and severally liable to pay all amounts due to the club in respect of any and all ships in the same group.

**Affiliated and associated companies**

**13.17** In the case of a claim which would be recoverable from the club being enforced against an affiliated or associated company of a member, but not of a joint entrant or a co-assured, such company shall, if the member so requires in writing, be entitled to recover such sum from the club but only to the extent to which the member would have been entitled to recover if the claim had been enforced against him.

**Breach of warranty**

**13.18** In the event of any breach of the warranties set out in rules 10.2, 11.5, 11.6 and 13.4, all insured parties' insurance shall terminate automatically from the time of the breach. In such circumstances the member shall be, and remain, liable for all premium, including overspill calls, up to the time of the breach.

**13.19** In the event of any breach by a joint entrant or co-assured of the warranties set out in rules 13.3 and 13.13, the joint entrant's or co-assured's insurance shall terminate automatically from the time of the breach. If a joint entrant is in breach, he shall be, and remain, liable for all premium, including overspill calls, up to the time of the breach.

**Assignment**

**14.1** No insurance given by the club and no interest under the rules or under any contract between the club and any member may be assigned without the agreement of the managers. Any assignment made without such agreement shall, unless the managers otherwise determine, be of no effect and the assignee shall have no rights against the club.

**14.2** In the event that the managers agree, the club is entitled in settling any claim presented by the assignee to deduct or retain such amount as the managers may then estimate to be sufficient to discharge any actual or potential liabilities of the assignor to the club.



## SECTION I: SHIP STANDARDS AND RISK REVIEWS

### Classification and condition of ships

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

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

### Ship risk reviews

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

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

## SECTION J: PERIOD OF INSURANCE

- Policy year**
- 16.1** Unless otherwise agreed at the time of entry or set out in the rules, the insurance provided by the club begins at the time stated in the member's certificate of entry, and continues until noon GMT on the following 20 February, and thereafter, unless terminated in accordance with the rules, from policy year to policy year.
- 16.2** If a member does not wish to continue the insurance in respect of the ship he must give notice in writing to the managers not later than 30 days before the expiry of the period of insurance.
- 16.3** The ship may not be withdrawn at any other time or in any other manner except with the consent of the managers.
- Managers' notice**
- 16.4** The managers may, in respect of the ship, at any time and without giving any reason:
- (1)** give to a member seven days' notice that he is not entitled to any recovery in respect of any claim arising during the period from expiry of that notice until such further time as the managers specify; or
  - (2)** terminate the entry on 30 days' notice in writing given not later than 30 days before the expiry of the period of insurance.
- Pro-rata premium**
- 16.5** Subject to rules 18.8 and 21.1 to 21.8, a member is only liable for premiums in respect of the ship for the current policy year pro-rata for the period from the time stated in the member's certificate of entry until noon GMT:
- (1)** on the day ownership was legally transferred; or
  - (2)** on the day the ship became an actual or constructive total loss or such later date as the managers may determine; or
  - (3)** on the date of cessation of insurance.
- Cessation of insurance**
- 17.1** A member shall cease to be insured by the club in respect of any and all ships entered by him if:
- (1)** being an individual, he dies, becomes of unsound mind, or bankrupt or makes any arrangement with his creditors generally; or
  - (2)** being a company, a resolution is passed for its voluntary winding-up or an order is made for its compulsory winding up or it is dissolved or seeks protection from its creditors under any applicable bankruptcy or insolvency laws or any similar event occurs in any applicable jurisdiction.

**17.2** A member shall cease to be insured by the club in respect of any ship entered by him if:

- (1)** he sells or assigns the whole or any part of his interest in the ship, unless the managers have agreed to such assignment and to an assignment of the relevant insurance by the club pursuant to rule 14.1; or
- (2)** the ship becomes, or is accepted by hull underwriters as, an actual or constructive total loss, or there is a compromise reached with hull underwriters, or the managers decide, that the ship can be considered or deemed to be an actual or constructive total loss, except as regards liabilities flowing directly from the casualty which gave rise to the actual or constructive loss of the ship, or such later date as the managers may determine; the managers may, however, agree to extend the period of insurance on such terms as they think fit; or
- (3)** notice is given under rules 16.2 to 16.4 and is not withdrawn by agreement before the expiry of the period of insurance; or
- (4)** the entry is terminated or ceases in accordance with rules 15 or 16.4; or
- (5)** the ship is employed by the member in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the club to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable, unless the managers shall otherwise determine.

### **Cancellation of insurance**

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

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

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

**Effect of  
cessation  
of insurance**

- 17.5** When a member ceases to be insured in respect of any ship or at all ('the date of cessation') then:
- (1)** such member and his successors are, and remain, liable for all premium in respect of that part of the policy year for which the ship was on risk, and previous policy years, unless otherwise agreed pursuant to rule 19; and
  - (2)** the club remains liable for all claims arising out of any event occurring before the date of cessation, but is under no liability for anything occurring after the date of cessation.
- 17.6** When a member ceases to be insured under rule 16.4 he remains liable for premium for the policy year in which the cessation occurs pro-rata only for the period beginning with the date of entry and ending with the date of termination.
- 17.7** When a member ceases to be insured by virtue of rule 17.2(2), he continues to be insured by the club in respect of wreck liabilities in accordance with rules 3.8.6 and 3.11, and on such other terms as may be agreed by the managers.

**Effect of  
cancellation  
of insurance**

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

## SECTION K: PREMIUMS

### Mutual premiums

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

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

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

### Estimated total premium

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

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

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

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

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

### Supplementary calls

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

### Laid-up returns

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

#### Exclusions to rule 18.8

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

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

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

## Releases

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

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

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

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

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

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

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

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

## Payment

**20.1.1** Any premium or other sums due shall be designated in such currency, and be payable in such manner and at such time, as the managers may specify. If any sum due is not paid on the specified date, time being of the essence, such member shall pay interest on the amount outstanding from that date until the date of payment at such rate as the board determines. The managers may, however, waive payment of interest in whole or in part.

- 20.1.2** Where a member has appointed a broker, the broker is the agent of the member. Payments of premium and other sums due to the club shall not be considered received by the club until actually received by it, and payment by the member to his broker or other intermediary shall not constitute payment to the club.
- 20.1.3** Where the member has appointed a broker, payment by the club to the broker of sums due to the member shall constitute payment to the member. Any such payment shall fully discharge the club's liability to the member in respect of such sums.
- Lien** **20.2** The club is entitled to, and the member grants, a lien on the ship in respect of any amount owed by the member to the club.
- Closed policy years** **20.3** Subject to rules 21.9 to 21.12, the board may decide to close any policy year at any time.
- 20.4** If the premium obtained exceeds the liabilities and other outgoings falling upon the club for that year, the board may either carry the surplus to reserves or return it in whole or in part to the persons who paid such premium in proportion to the aggregate premium paid by them in such policy year.
- 20.5** If at any time after a policy year has been closed it appears to the board that the liabilities, other than overspill claims, and other outgoings arising in respect of the year exceed or are likely to exceed the premium, other than overspill calls, in respect of the year then the board may decide to provide for such deficiency by:
- (1)** utilising funds either from reserves or standing to the credit of any different closed policy year; or
  - (2)** levying one or more supplementary calls in respect of any open policy year.
- Reserves** **20.6** The board may:
- (1)** establish and maintain such reserves or other accounts as it thinks fit;
  - (2)** transfer any sum standing to the credit of any policy year to any reserve;
  - (3)** apply the sums in any reserve for any purpose and may at any time transfer sums from one reserve to another.
- Investment** **20.7** The funds of the club may be invested in any way the board may determine.
- 20.8** Unless the board otherwise determines, all funds relating to any policy year or reserve shall be pooled and invested as one fund.
- 20.9** The board may apply investment returns to any policy year or reserve as it thinks fit.



## SECTION L: OVERSPILL CALLS AND CLAIMS

### Payment

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

### Levying

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

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

## Closing of policy years

**21.11** If at any time after a policy year has been closed in accordance with rules 21.9 and 21.10, any of the parties to the Pooling Agreement sends an overspill notice in accordance with the Pooling Agreement that an event has occurred in that policy year which has given or at any time may give rise to an overspill claim, the board shall as soon as practicable declare that the earliest subsequent open policy year (not being a policy year in respect of which the board has already made a declaration in accordance with rule 21.9 or 21.11) shall remain open for the purpose of levying an overspill call or calls in respect of that claim and such open policy year shall not be closed for the purpose of making an overspill call or calls in respect of that claim until such date as the board shall determine.

**21.12** A policy year shall not be closed for the purpose of levying overspill calls save in accordance with rules 21.9 to 21.12.

## Security

**21.13** If:

- (1)** the board makes a declaration in accordance with rule 21.9 or 21.11 that a policy year shall remain open for the purpose of levying an overspill call or calls; and
- (2)** a member who is liable to pay any such overspill call or calls as may be levied by the board in accordance with rules 21.1 to 21.8 ceases or has ceased to be insured by the club for any reason, or the board determines that the insurance of any such member may cease

the board may require such member to provide to the club by such date as the board may determine ('the due date') a guarantee or other security in respect of the member's estimated future liability for such overspill call or calls, such guarantee or other security to be in such form and amount ('the guarantee amount') and upon such terms as the board may deem to be appropriate in the circumstances.

**21.14** Unless and until such guarantee or other security as is required by the board has been provided by the member, the member shall not be entitled to recovery from the club of any claims whatsoever and whensoever arising in respect of any and all ships entered in the club for any policy year by him or on his behalf.

**21.15** If such guarantee or other security is not provided by the member to the club by the due date, a sum equal to the guarantee amount shall be due and payable by the member to the club on the due date, and shall be retained by the club as a security deposit on such terms as the board may deem to be appropriate in the circumstances.

**21.16** The provision of a guarantee or other security as required by the board, including a payment in accordance with rule 21.15, shall in no way restrict or limit the member's liability to pay such overspill call or calls as may be levied by the club in accordance with rules 21.1 to 21.8.

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

**Collectability of  
overspill calls**

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

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

## SECTION M: GENERAL TERMS AND CONDITIONS

- Powers of board and managers**
- 23.1** Whenever any power under the rules is:
- (1)** vested in the board, it may be delegated to any subcommittee of the board, class committee or to the managers;
  - (2)** conferred or imposed upon the managers, or is delegated to them under rule 23.1(1), it is exercisable by the managers, or by any authorised employee or agent.
- 23.2** Any power referred to in rule 23.1 is exercisable in the absolute discretion of the board, subcommittee, class committee or managers. The board and the managers are not required to give reasons for any decision or determination.
- 23.3** Whenever the managers' agreement or approval is required by the rules, it must be given in writing, and no agreement or approval shall be of any effect in the absence of such written agreement.
- Disclosure**
- 23.4** The club shall be entitled to give disclosure of information relating to the member's business which has become known to the club where such disclosure is required by law, or any rule, regulation, order or direction of any authority or if necessary for the proper performance of the club's or managers' obligations.
- Notices**
- 24.1** All notices and documents required by the rules to be given to the club or to the managers must be in writing and addressed to the managers.
- 24.2** All notices and documents required by the rules to be served on a member may be served as the managers decide either personally, or by post, fax or e-mail to him:
- (1)** at his address as recorded by the managers; or
  - (2)** at any other address he has notified the managers as being his address for service; or
  - (3)** at any address of a broker or agent through whom any ship has been entered in the club.
- 24.3** Every notice and document served personally is deemed served on the day of service; if served by post, fax or e-mail is deemed served on the second day after posting or sending. Proof of posting is sufficient proof of service by post, while the managers' record of any electronic communication is sufficient proof of service by other means.
- Website**
- 24.4** The managers may send or supply any notice or document to members by making it available on the club's website, and it is deemed delivered when the relevant members are notified that it is available on the website.

**Law and  
jurisdiction**

- 25.1** All insured parties submit to the jurisdiction of the English courts in respect of any action brought by the club to recover any sums which the managers may consider to be due from an insured party. However the club is entitled to commence and maintain any action to recover any sums which the managers may consider to be due from an insured party in any jurisdiction.
- 25.2** If any other dispute between an insured party and the club arises out of or in connection with the rules, other than an issue referred to in rule 22.6, it must first be referred to the board notwithstanding that the board may have already considered the matter which has given rise to the dispute, and such reference shall be on written submissions only.
- 25.3** No insured party is entitled to maintain any legal proceedings against the club unless and until the matter has been submitted to the board and the board has given its decision.
- 25.4** If, after the dispute has been referred to the board in accordance with rule 25.2, an insured party does not accept the decision of the board, the parties will attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. The mediation will take place in London and in English. The mediation agreement shall be governed by the substantive law of England. The English courts shall have exclusive jurisdiction to settle any claim, dispute or difference which may arise out of, or in connection with, the mediation.
- 25.5** If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration in London before two arbitrators, one to be appointed by each of the parties, and an umpire to be appointed by the two arbitrators. The submission to arbitration and all the proceedings therein shall be subject to the Arbitration Act 1996 and any statutory modifications thereof.



## SECTION N: DEFINITIONS

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

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

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

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

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**STOPIA:** Small Tanker Oil Pollution Indemnification Agreement 2006.

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

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

**TOPIA:** Tanker Oil Pollution Indemnification Agreement 2006.

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

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

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

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

References to the masculine gender shall include the feminine gender.

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

References to persons shall include corporations.

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

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

## **The Standard Club Asia Ltd**

### **Rules of the Protection and Indemnity Class**

The rules of The Standard Club Asia Ltd shall be the same as the rules of The Standard Club Europe Ltd amended, varied and supplemented as follows:

**1** Unless the context otherwise requires ‘the club’ means The Standard Club Asia Ltd and references to ‘the articles’ shall be deemed to be references to the Memorandum and Articles of Association of the club.

**2** ‘Reinsuring club’ means any Protection and Indemnity Association of which the club is a member.

**3** The opening words of rule 21.1 shall be substituted by the following:

*“Where the club is a member of a reinsuring club and the reinsuring club or another party to the Pooling Agreement incurs an overspill claim for all or a proportion of which the reinsuring club is liable under the terms of the Pooling Agreement or otherwise then, if the club is or may become obliged to pay the reinsuring club an overspill call in respect of such liability the funds required to pay the reinsuring club in respect of the overspill claim shall be provided.”*

**4** Where the expression overspill claim is used this shall be deemed to include an overspill claim or any part thereof for which the reinsuring club is liable and (a) in the definition of overspill claim the words ‘any other party’ shall be substituted with ‘any party’; and (b) in the definitions of group reinsurance limit and Pooling Agreement references to the club shall be understood to be references to the reinsuring club.

**5** Rules 22.1–22.17 shall be substituted by the following rule 22.1:

*“Without prejudice to any other applicable limit, there shall be no right of recovery of any overspill claim from the club in excess of the maximum amount that the club is able to recover from the reinsuring club in respect of that overspill claim.”*



# 03

## Defence Rules

P&I and Defence Rules and Correspondents





## SECTION A: INSURANCE

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

## **SECTION B: SCOPE OF COVER, RECOVERY AND LIMITS**

- 2.1** The costs in respect of which a member is insured are those authorised by the managers in their discretion and incurred in pursuing or defending claims, disputes or proceedings. Such costs include any which the member may become liable to pay to any third party under any order or agreement.
- 2.2** The costs must relate to a cause of action arising during the period of the ship's entry in the club and must arise out of or in relation to the operation or chartering by the member of the ship.
- 2.3** When considering whether to authorise any costs in respect of any matter, the managers may take into account, among other issues:
- (1)** the merits
  - (2)** the enforceability of any claim
  - (3)** the costs, actual or anticipated
  - (4)** the effect on the financial position of the class or club
  - (5)** whether the member exercised reasonable care in the chartering, control or management of the ship.
- 2.4** The managers may, at any time, decline or limit the reimbursement of any costs in respect of any matter, notwithstanding that they may previously have authorised reimbursement in connection with the same matter.
- 2.5** A member's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and his certificate of entry.
- 2.6** A member is not insured for any liabilities incurred by him in a capacity other than that in which he has entered into the contract of insurance with the club.
- 2.7** Unless and to the extent that the board otherwise determines, the costs for which the member is insured shall be limited to US\$5 million any one claim, dispute or proceeding.

## SECTION C: RISKS COVERED

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

### **Exclusion to rules 3.4 and 3.5**

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

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

### **Exclusions to rule 3.14**

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

## SECTION D: EXCLUDED RISKS

### Risks covered by insurances

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

## **The Standard Club Asia Ltd**

### **Rules of the Defence Class**

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

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



# 04

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P&I and Defence Rules and Correspondents





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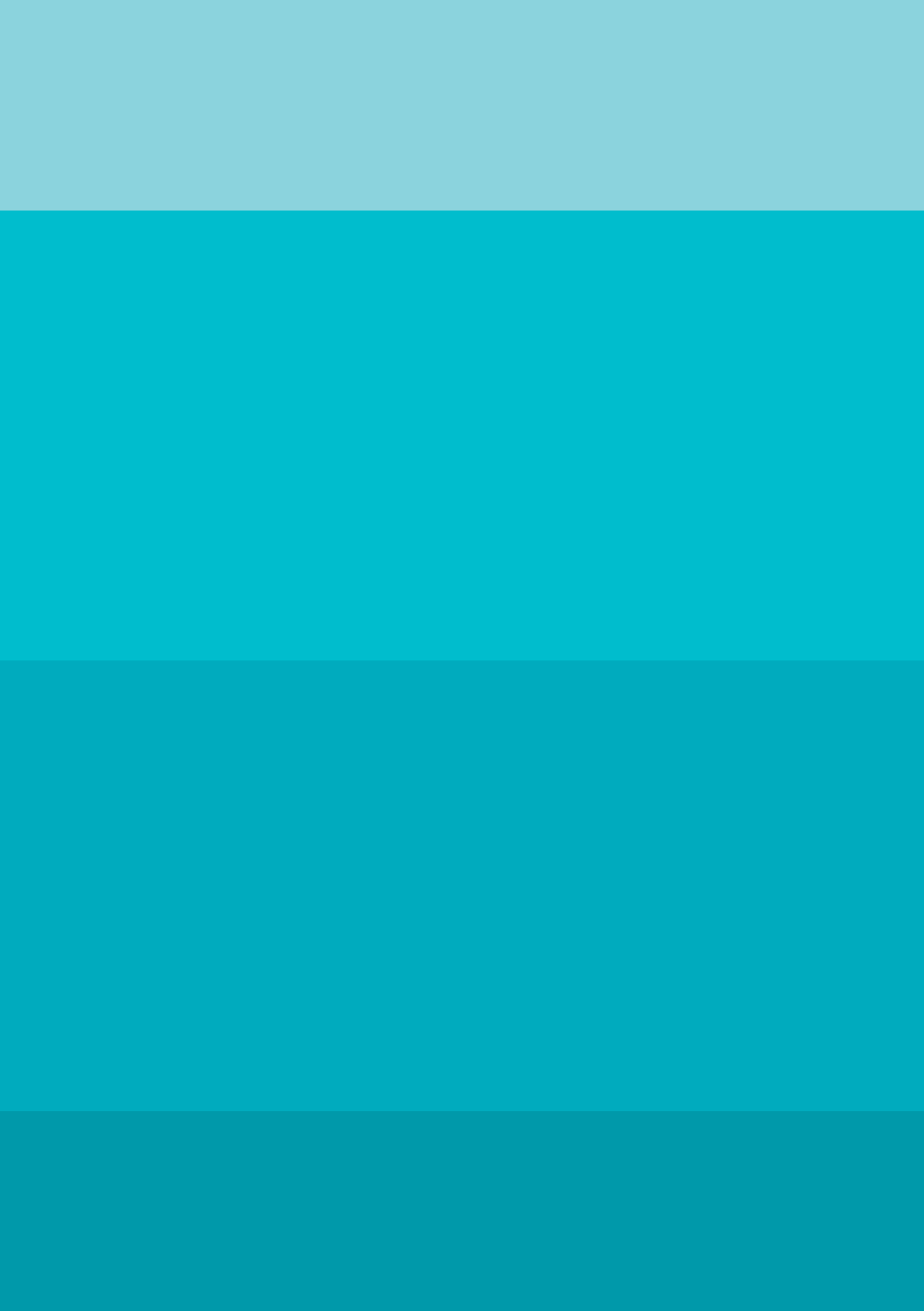
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# 05

## **Additional Covers**

P&I Defence Rules and Correspondents



**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.**

### **Through transport extension clause 2016**

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

## Contractual extension clause 2016

<b>Cover</b>	<b>1</b>	Liabilities insofar as they fall within the standard cover under rule 3, but which arise under the terms of an indemnity or contract falling outside the standard rule 3 risks. The terms of any such indemnity or contract made by the member must have been approved by the managers. Cover is limited to such sum and to such of the liabilities covered under rule 3 (and not excluded in the member's terms of entry) as may be agreed by the managers.
<b>Exclusions</b>	<b>2</b>	There shall be no recovery for liabilities:  <b>(1)</b> for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover;  <b>(2)</b> relating to any of the risks which are excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers.
<b>Deductible and limit of cover</b>	<b>3</b>	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

## Salvors' extension clauses 2016

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

## Cargo deviation clause 2016

<b>Cover</b>	<b>1</b>	Liabilities under rules 3.13 and 3.14 where such liabilities fall within the scope of exclusions (2) to (12) of rule 3.13, and exclusion (1) of rule 3.14.
<b>Exclusions</b>	<b>2.1</b>	Excluding liabilities covered elsewhere under the rules and the member's certificate of entry.
	<b>2.2</b>	Excluding liabilities for any loss or damage arising from: <b>(1)</b> inherent quality, defect or vice of cargo <b>(2)</b> rusting, electronic and mechanical derangement, unless caused by an external peril <b>(3)</b> delay and/or loss of market.
<b>Deductible and limit of cover</b>	<b>3</b>	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.

## Charterers' liability for damage to hull clause 2016

<b>Cover</b>	<b>1</b>	The member's liability as charterer of a ship (other than as bareboat or demise charterer) for:
	<b>1.1</b>	loss or damage to the ship.
	<b>1.2</b>	damages for detention or loss of use or hire or demurrage paid or due to the owner for a period during which the use of the ship is lost or the performance impaired as a result of physical damage to the ship.
	<b>1.3</b>	salvage, salvage charges and/or general average contributions in respect of charterers' freight at risk and/or charterers' bunkers and/or the ship, following loss of or damage to the ship.
	<b>2</b>	Cover is extended to indemnify the member as charterer (other than as bareboat or demise charterer) in respect of loss or damage to his bunkers on the chartered ship as a consequence of a casualty including fire, grounding, stranding, collision or total loss of the chartered ship.
<b>Exclusions</b>	<b>3</b>	There shall be no recovery for liabilities:
		<b>(1)</b> for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover;
		<b>(2)</b> relating to any of the risks which are otherwise excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers.
<b>Deductible and limit of cover</b>	<b>4</b>	The applicable deductible and limit of cover shall be that set out in the member's certificate of entry.

## Offshore extension clauses 2016

<b>Cover</b>		Insofar as they fall within the standard risks set out in rule 3, cover is extended to include:
<b>Specialist operations</b>	<b>1</b>	Liabilities incurred by the member during the course of performing specialist operations to the extent that such liabilities arise as a consequence of claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations. However, there shall be no recovery for any liabilities excluded by rule 5.11 (2) or (3).
<b>Underwater vehicles</b>	<b>2</b>	Liabilities incurred by the member in connection with any claim brought against him arising out of the operation by him of underwater vehicles (including but not limited to submarines, minisubmarines, remotely operated vehicles, autonomous underwater vehicles, sea-ploughs, scarabs, diving bells and similar equipment). However, there shall be no recovery for any loss of or damage to underwater vehicles being operated by the member.
<b>Divers</b>	<b>3</b>	Liabilities incurred by the member in connection with any claim brought against him arising out of the activities of professional or commercial divers where he is responsible for such activities. However, there shall be no recovery for the injury, illness or death of divers where the member's liability arises under a contract and would not have arisen in the absence of such contract.
<b>Property on board</b>	<b>4</b>	Liabilities in respect of loss of or damage to property, other than cargo, stores or fuel, in the member's care, custody and control on board or being used from the ship where such liabilities are incurred pursuant to the terms of an indemnity or contract made by the member provided that the indemnity or contract has been approved by the managers in advance.
<b>Exclusions</b>	<b>5</b>	There shall be no recovery under paragraphs 1 to 4 for liabilities: <b>(1)</b> for which the member is covered if the ship is entered for standard risks in the club or another insurer affording equally wide cover. <b>(2)</b> relating to any of the risks which are otherwise excluded by the rules or in the member's certificate of entry, unless otherwise agreed by the managers.
<b>Deductible and limit of cover</b>	<b>6</b>	The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.



## P&I war risks clause 2016

<b>Cover</b>	<b>1.1</b>	Such liabilities as would be covered by the club and the member's terms of entry but for the exclusion of war risks in rule 4.3.
	<b>1.2</b>	This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.
<b>Excluded areas</b>	<b>2.1</b>	At any time or times before, or at the commencement of, or during the policy year, the managers may determine that any places or areas be excluded from the cover hereunder.
	<b>2.2</b>	Unless otherwise agreed by the managers the cover shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight on the day notice of such determination is given by the managers to the members.
	<b>2.3</b>	Unless and to the extent that the board otherwise decides there shall be no recovery from the club in respect of any claim arising out of any event within the said places or areas after such date.
<b>Cancellation</b>	<b>3</b>	Cover may be cancelled by either the club or the member giving seven days' notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which such notice is issued by or to the club). The club agrees to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry.
<b>Automatic termination of cover</b>	<b>4</b>	Whether or not notice of cancellation has been given, cover shall terminate automatically:
	<b>4.1</b>	upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	<b>4.2</b>	in respect of any ship if she is requisitioned either for title or use.
<b>Five powers war and nuclear exclusions</b>	<b>5</b>	This cover excludes:
	<b>5.1</b>	loss, damage, liability or expense arising from:
	<b>5.1.1</b>	the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	<b>5.1.2</b>	requisition for title or use;
	<b>5.2</b>	liabilities (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or arises from:

	<b>5.2.1</b>	ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
	<b>5.2.2</b>	the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
	<b>5.2.3</b>	any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
	<b>5.2.4</b>	the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter  other than liabilities arising out of carriage of 'excepted matter' (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the ship.
<b>Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion</b>	<b>6</b>	This paragraph shall override anything contained in this insurance inconsistent therewith.
	<b>6.1</b>	In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
	<b>6.1.1</b>	any chemical, biological, bio-chemical or electromagnetic weapon;
	<b>6.1.2</b>	the use or operation, as a means for inflicting harm, of any computer virus.
	<b>6.2</b>	Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile.
	<b>7</b>	In no case shall this cover provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the member under TOPIA 2006 to contribute to the IOPC Supplementary Fund in respect of pollution damage caused by terrorism.
<b>Deductibles</b>	<b>8.1</b>	The cover shall apply, any one event, in excess of the greater of:
	<b>8.1.1</b>	US\$50,000; or
	<b>8.1.2</b>	the proper value of the ship (proper value meaning the market value of the ship free of any commitment; where the proper value exceeds US\$100 million, the proper value will be deemed to be US\$100 million); or
	<b>8.1.3</b>	the amount recoverable under any other policy of insurance, whether of war risks or otherwise.
	<b>8.2</b>	Under a charterer's entry the cover shall apply, any one event, in excess of the greater of the deductible set out in the member's certificate of entry or US\$50,000.

**Limit of cover**

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

## War risks clause for additional covers 2016

<b>Cover</b>	<b>1</b>	Such liabilities as would be covered by the club but for the exclusion of war risks in rule 4.3, but only in respect of any special risks set out in the certificate of entry beyond the standard risks provided by the rules without amendment.
<b>Excluded areas</b>	<b>2.1</b>	At any time or times before, or at the commencement of, or during the policy year, the managers may determine that any places or areas be excluded from the cover hereunder.
	<b>2.2</b>	Unless otherwise agreed by the managers cover shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight on the day notice of such determination is given by the managers to the members.
<b>Cancellation</b>	<b>3</b>	Cover may be cancelled by either the club or the member giving seven days' notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which notice is issued by or to the club). The club agrees however to reinstate cover subject to agreement with the member prior to the expiry of such notice as to new terms of entry.
<b>Automatic termination of cover</b>	<b>4</b>	Whether or not such notice of cancellation has been given, cover hereunder shall terminate automatically:
	<b>4.1</b>	upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	<b>4.2</b>	in respect of any ship in the event she is requisitioned for title or use.
<b>Five powers war and nuclear exclusions</b>	<b>5</b>	This cover excludes:
	<b>5.1</b>	loss, damage, liability or expense arising from:
	<b>5.1.1</b>	the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China;
	<b>5.1.2</b>	requisition for title or use;
	<b>5.2</b>	liabilities (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or his servants or agents) when the loss or damage, injury, illness or death or other accident in respect of which such liability arises or cost or expense is incurred, was directly or indirectly caused by or arises from:
	<b>5.2.1</b>	ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
	<b>5.2.2</b>	the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

- 5.2.3** any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- 5.2.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter,
- other than liabilities arising out of carriage of ‘excepted matter’ (as defined in the Nuclear Installations Act 1965 of the United Kingdom or any regulations made thereunder) as cargo in the ship.
- Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion**
- 6** This paragraph overrides anything contained in this insurance inconsistent therewith.
- 6.1** In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
- 6.1.1** any chemical, biological, bio-chemical or electromagnetic weapon;
- 6.1.2** the use or operation, as a means for inflicting harm, of any computer virus.
- 6.2** Paragraph 6.1 shall not operate to exclude losses (which would otherwise be covered hereunder) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance and/or firing mechanism of any weapon or missile.
- Charterers’ liability for damage to hull**
- 7.1** Notwithstanding paragraph 2.1 but without prejudice to paragraphs 3, 4, 5 and 6, rules 4.3, 4.5, 4.6 and 4.7 shall not apply to a ship chartered to the member in respect of liabilities and losses covered under the charterers’ liability for damage to hull clause 2016 if:
- 7.1.1** the ship is chartered on terms to the effect that:
- (1)** the owner is entitled to refuse to send the ship to any place that is dangerous by reason of war risks (as defined in any current standard war risks insurance policy); and
- (2)** the owner is in any event entitled to insure his interests against such war risks; and
- (3)** the member is liable to reimburse the owner in respect of any war risks premium incurred as a result of the ship being ordered to or employed in such place,
- or on terms no less favourable to the member as regards his liability for loss or damage caused by war risks; or
- 7.1.2** having given the managers as soon as practicable notice of any voyage or deviation to, or presence within, any place specified in paragraph 2.1, the member has paid such additional premium as the managers may impose.

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

## Bio-chemical risks inclusion clause 2016

### Cover

- 1.1** The liability of the member, not being a charterer:
- (1)** to pay damages, compensation or expenses arising out of crew injury, illness or death (including deviation expenses, repatriation and substitute expenses and shipwreck unemployment indemnity),
  - (2)** for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by a club (other than under rule 3.20)
- 1.2** where such liability is not recoverable under either
- (1)** cover provided by the club for such liabilities and losses as would be covered under the rules but for the exclusion of war risks in rule 4.3, or
  - (2)** any underlying war risks policies covering the same risks,
- 1.3** solely by reason of the operation of an exclusion of liabilities and losses directly or indirectly caused by or contributed to by or arising from
- (1)** any chemical, biological, bio-chemical or electromagnetic weapon
  - (2)** the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system,
- 1.4** other than liabilities and losses arising from:
- (1)** explosives or the methods of the detonation or attachment thereof
  - (2)** the use of the ship or its cargo as a means for inflicting harm, unless such cargo is a chemical, biological or bio-chemical weapon
  - (3)** the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### Excluded areas **2.1**

Unless and to the extent the board may otherwise decide, there shall be no recovery in respect of any liabilities and losses directly or indirectly caused by or contributed to by or arising out of any event within the places or areas or during such period as may be specified from time to time.

### **2.2**

At any time or times before, or at the commencement of, or during the policy year, the club may by notice to the member change the places or areas and periods specified in paragraph 2.1 from a date and time specified by the club not being less than 24 hours from midnight on the day the notice is given to the member.

<b>Cancellation</b>	<b>3</b>	Cover may by notice to the member be cancelled by the club from a date and time specified by the managers, not being less than 24 hours from midnight on the day notice of cancellation is given to the member.
<b>Deductible</b>	<b>4</b>	The deductible is that applicable to the relevant cover set out in the certificate of entry.
<b>Limit of cover</b>	<b>5.1</b>	Subject to paragraph 5.2 the limit of club cover under this extension in respect of all claims shall be in the aggregate US\$30 million each ship any one event.
	<b>5.2</b>	In the event that there is more than one entry by any person for bio-chemical risks cover as provided herein in respect of the same ship with the club and/or any other insurer participating in the Pooling Agreement or general excess loss reinsurance contract, the aggregate recovery in respect of all liabilities and losses arising under such entries shall not exceed the amount stipulated in paragraph 5.1 and the liability of the club under each such entry shall be limited to such proportion of that amount as the claims arising under that entry bear to the aggregate of all such claims recoverable from the club and any such other insurer.



# 06

## **Oil Spills in the United States**

P&I and Defence Rules and Correspondents



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

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

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

Peter F. Black      o: +1 646 753 9023  
                                 m: +1 917 412 1773  
                                 e: peter.black@ctplc.com



# 07

## Maps and Correspondents

P&I and Defence Rules and Correspondents



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

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

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

**+44 79 3211 3573**

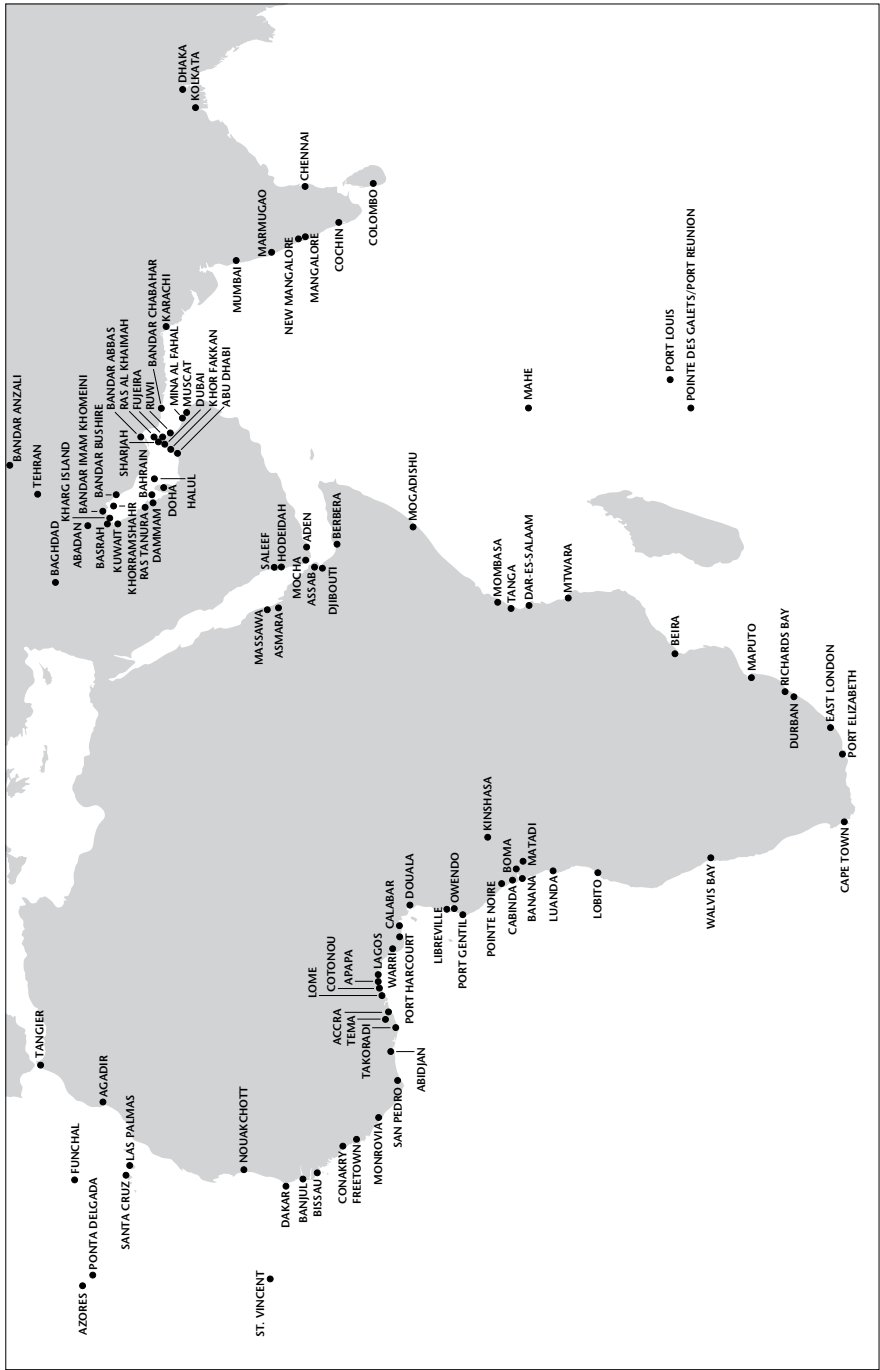








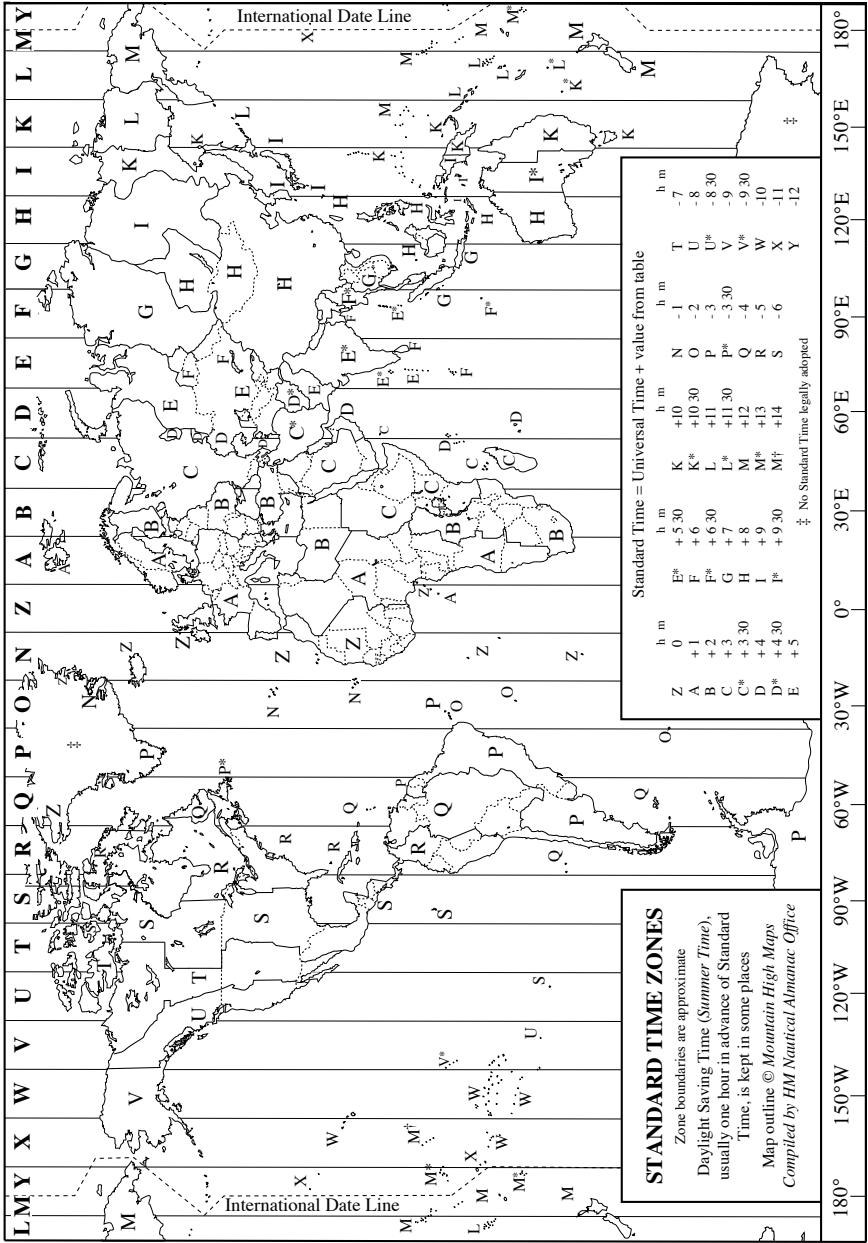








# WORLD MAP OF TIME ZONES



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AAHEIM Norway

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AALBORG Denmark

See Copenhagen

AARHUS Denmark

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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:	<b>Capt. T. Dosso</b>	+225 07 051 527 (Mobile) tdosso@tci-africa.com
	<b>Dr R. Soglo</b>	+33 491 140 460 +33 613 380 965 (Mobile) rsoglo@tci-africa.com
	<b>Mr R. Kohou-Bi</b>	+225 07 075 603 (Mobile)

In case of difficulty, contact Managers Elvedt & O'Sullivan in Marseille: +334 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: www.elvedtosullivan.com for full details of emergency numbers

**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:	<b>Mr M. Bebga</b>	+225 07 620 988 (Mobile) michel.bebga@budd-pni.com
	<b>Mr K. N'da N'guessan</b>	+225 04 706 310 (Mobile) kouame.nda@budd-pni.com
	<b>Mr A. Kouadio Kouassi</b>	+225 05 065 787 (Mobile) kouadio.andre@budd-pni.com

In case of emergency or communication difficulties contact the Budd Group emergency phone number: +33 184 880 841 and copy all 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:	<b>Capt. P. Johannisson</b>	+971 50 668 8169 (Mobile) per.johannisson@gac.com
	<b>Mr R. Knowles</b>	+971 50 624 1802 (Mobile) ronnie.knowles@gac.com
	<b>Mr G. Mathews</b>	+971 50 454 2918 (Mobile) George.mathews@gac.com
	<b>Mr S. Warriar</b>	+971 50 625 3944 (Mobile) satkajith.warriar@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@navigante.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 New Orleans office: +01 504 390 1515 or  
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)  
+61 8 8388 5543 (Home)  
ian.maitland@wallmans.com.au

**Mr S. Lumsden** +61 403 069 812 (Mobile)  
scott.lumsden@wallmans.com.au

**Ms M. Burton** +61 414 344 972 (Mobile)  
melanie.burton@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.al-saqaf@gac.com

---

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

### The Hodeidah Shipping & Transport Company Ltd.

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

---

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

---

**Dr A. Yassin** +967 733 365 517 (Mobile)  
+967 2 301 475 (Home)

Copy all correspondence to: hassan.kassim@hodshipyemen.com

## 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: 2 Lumumba Street, P.O. Box 152, Bab Sharki, Alexandria,  
21131, Egypt  
E-mail: mail@eldibpandi.com

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

24 hours phone number: +20 12 2327 3620

### Middle East Survey and Control Office (MESCO)

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

Contact:	<b>Mr A. El Sabbagh</b>	+20 12 2213 0799 (Mobile) ashraf.sabbagh@mescoalex.com
	<b>Mr I. Hamza</b>	+20 12 2319 9155 (Mobile) lbrahim.hamza@mescoalex.com
	<b>Mr R. Farouk</b>	+20 10 0091 6071 (Mobile) +20 3 583 0882 (Home) rehab.farouk@mescoalex.com
	<b>Mr A. El Sabbagh</b>	+20 12 2234 7905 (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:	<b>Mr F. Patino</b>	+34 609 83 15 82 (Mobile) fpatino@marinsur.com
	<b>Capt. J. Colomina</b>	+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 Logt 09, BMR, Alger, Algeria	
E-mail:	seamar99@yahoo.fr	
Contact:	<b>Mr R. Francis</b>	+213 661 535 209 (Mobile) r.francois@seamar-dz.com
	<b>Ms A. Boudaba</b>	+213 552 395 038 (Mobile) a.boudaba@seamar-dz.com

## 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, Almaty, 050002, Kazakhstan	
E-mail:	almaty@cispandi.com	
Contact:	<b>Ms A. Khassanova</b>	+7 701 764 0515 (Mobile)
Alternative phone number: +7 727 397 7358		

## ALMANAMAH Bahrain

### Inchcape Shipping Services W.L.L.

See Bahrain

## ALMERIA Spain

### Hijo De Alfredo Rodriguez Ltda.

Telephone:	+34 950 24 30 44	
Facsimile:	+34 950 23 49 06	
Address:	Muelle Ribera-Poniene, S/N, Nave de J. Ronco & Cia, S.L., Puerto de Almeria, Almeria, 04002, Spain	
E-mail:	info@alfredorodriguez.es	
Website:	www.alfredorodriguez.es	
Contact:	<b>Mr L. Durban</b>	+34 950 24 30 44 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@telstar-maritime.com	
Contact:	<b>Mr S. Kharbutli</b>	+962 795 688 886 (Mobile) telstar1@go.com.jo
	<b>Mr I. Jiries</b>	+962 795 534 696 (Mobile) telstar1@go.com.jo



## 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:	<b>Capt. J. Tack</b>	+32 475 745 445 (Mobile) jean-louis.tack@dupi.com
	<b>Mrs M. Lardot</b>	+32 478 989 806 (Mobile) +32 3 663 0023 (Home) monique.lardot@dupi.com
	<b>Mrs S. Van Wijnendaele</b>	+32 473 755 923 (Mobile) sophie.van.wijnendaele@dupi.com

### Langlois & Co.

Telephone:	+32 3 225 0655	
Address:	Belcrownlaan 13, Antwerp, 2100, Belgium	
E-mail:	mail@langlois.be	
Contact:	<b>Mr K. Van Coppenolle</b>	+32 475 719 560 (Mobile) kurt.vancoppenolle@langlois.be
	<b>Mr S. Van den Berghe</b>	+32 475 354 660 (Mobile) steve.vandenberghe@langlois.be
	<b>Mrs A. Huys</b>	+32 475 411 847 (Mobile) angeline.huys@langlois.be
	<b>Mr G. Lories</b>	+32 475 453 959 (Mobile) guy.lories@langlois.be

24 hours emergency phone number: +32 475 460 879

## 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:	<b>Mr T. Zeid</b>	+962 795 524 154 (Mobile) tabouzeid@telstarmaritime.com
	<b>Mr T. Odeh</b>	+962 3 314 268 (Home) todeh@telstarmaritime.com

## ARACAJU Brazil

See Recife

## ARICA Chile

See Valparaiso

## ARKHANGELSK Russia

### Ships & People

Telephone:	+7 8182 698 440	
Facsimile:	+7 8182 698 440	
Address:	Office 89, 31/2 Voronina Street, Archangel, 163057, Russia	
E-mail:	archangel@ships.ru	
Website:	www.ships.ru	
Contact:	<b>Mr Y. Shpyakin</b>	+7 921 241 0130 (Mobile)
	<b>Eng. S. Kalanin</b>	+7 921 492 8625 (Mobile)
	<b>Mr G. Popov</b>	+7 921 600 7079 (Mobile)

24 hours emergency phone number: +7 921 935 8234

## ARUBA Curacao

### **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  
anveder@setarnet.aw  
E-mail:  
Contact: **Mr H. Bronswinkel** +297 593 0973 (Home)  
anveder@setarnet.aw

## 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: multicar@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

### **Pandi Paraguay**

Telephone: +595 21 284122  
Address: Avda. Artigas 3421, c/Tte. Espinola, Barrio Virgen de Fátima,  
Asuncion, Paraguay  
E-mail: pandipar@pandi.com.ar  
Contact: **Mr P. Gunther** +595 981 439 297 (Mobile)

## 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 A. Irving** +64 274 455 396 (Mobile)  
alistair.irving@pandinz.co.nz  
**Mr J. Gresson** +64 21 987 055 (Mobile)  
john.gresson@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@carbomessina.com

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

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

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

Contact: **Mr 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. Al Jashamy** +964 1 790 319 5278 (Mobile)  
 +962 796 655 175 (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, P.O. Box 18, Bahia Blanca,  
 8000, Argentina  
 E-mail: surveys@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, Majilis Al Ta'awon Highway, Sitra, Bahrain	
E-mail:	pandi.bahrain@iss-shipping.com	
Website:	www.iss-shipping.com	
Contact:	<b>Capt. K. Ephraim</b>	+973 3998 1402 (Mobile) kevin.ephraim@iss-shipping.com
	<b>Mr V. Madasseri</b>	+973 3940 7163 (Mobile) m.vinod@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:	bahrain@gac.com	
Contact:	<b>Mr A. Kumar</b>	+973 396 70005 (Mobile) anil.kumar@gac.com
	<b>Mr J. Godson</b>	+973 396 78895 (Mobile) joseph.godson@gac.com
	<b>Mr M. Camara</b>	+973 3969 0205 (Mobile) mike.camara@gac.com
	<b>Mr R. Rodrigo</b>	+973 3979 9074 (Mobile) claims.bahrain@gac.com

**BAIE COMEAU Canada**

See Quebec

**BAKU Azerbaijan****Akaya Co. Ltd.**

Telephone:	+994 12 4329 721	
Address:	S. Mehdiyev 93, "Azeragartikinti" Binasi, 9 cu Mertebe, Baku, 1141, Azerbaijan	
E-mail:	baku@akayasurvey.com	
Website:	www.akayasurvey.com	
Contact:	<b>Mr S. Erdogan</b>	+90 533 622 1199 (Mobile) baku@akayasurvey.com

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

**BALBOA Panama, Republic of**

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:	<b>Mr M. Whitman</b>	+1 410 370 0680 (Mobile) +1 410 347 7354 (Home) mhwhitman@ober.com
	<b>Mr G. Tobias</b>	+1 410 215 5203 (Mobile)

## BANDAR ABBAS Iran

## Iran Group of Surveyors

Telephone: +98 761 33 32119  
 Facsimile: +98 761 33 33400  
 Address: Ghafari Blvd, Lane 8, Tehranchi Complex, Imam Khomeini Street,  
 Bandar Abbas, 79149, Iran

Contact: **Mr H. Fasejola** +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,  
 Bandar Anzali, 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 CHABAHAH Iran

## Iran Group of Surveyors

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

Contact: **Mr G. 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,  
 Bandar Imam Khomeini, Iran

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

**Mr P. Pourhasan** +98 916 151 5665 (Mobile)

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



## BANGKOK Thailand

### Spica Services (Thailand) Limited

Telephone:	+662 266 6049	
Facsimile:	+662 266 6048	
Address:	15th Floor, Sethiwan Tower, 139 Pan Road, Silom, Bangrak, Bangkok, 10500, Thailand	
E-mail:	claims@spica-thailand.com	
Contact:	<b>Capt. S. Sansook</b>	+6681 611 6449 (Mobile) +662 932 0155 (Home) capt.saroch@spica-thailand.com
	<b>Mr T. Songboonkeaw</b>	+6681 822 5187 (Mobile) +662 542 4558 (Home) tipakorn@spica-thailand.com
	<b>Capt. C. Thanapansakul</b>	+6681 823 6712 (Mobile) +662 346 7581 (Home) chaiyan@spica-thailand.com

## BANIAS Syria

See Lattakia

## BANJUL The Gambia

### T.C.I. (Africa)

Telephone:	+220 4225 895	
Facsimile:	+220 4224 733	
Address:	43 Buckle Street, P.O. Box 1471, Banjul, The Gambia	
E-mail:	tci-banjul@tci-africa.com	
Website:	www.eltvedtosullivan.com	
Contact:	<b>Mr B. Sagnia</b>	+220 9961 144 (Mobile) +220 4460 944 (Home)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +334 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency numbers. Please copy all e-mail correspondence to TCI Dakar: [tci-dakar@tci-africa.com](mailto:tci-dakar@tci-africa.com)

## BAR Montenegro

### Jadroagent Bar

Telephone:	+382 30 315 996	
Facsimile:	+382 30 312 342	
Address:	Obala 13, Julu 2, Bar, 85000, Montenegro	
E-mail:	jadroa@jadroagentbar.com	
Website:	www.jadroagentbar.com	
Contact:	<b>Ms D. Radovic</b>	+382 69 379 709 (Mobile)
	<b>Ms M. Batricevic</b>	+382 69 379 700 (Mobile)

### Samer & Strugar Shipping d.o.o.

Telephone:	+382 30 317 350	
Facsimile:	+382 30 315 563	
Address:	St. Marsala Tita, D-5, Bar, 85000, Montenegro	
E-mail:	samer.strugar@t-com.me	
Website:	www.samer.com	
Contact:	<b>Ms D. Strugar</b>	+382 69 324 583 (Mobile)

## BARBADOS Barbados

### Cariconsult International Limited

Telephone:	+1 246 423 6412	
Facsimile:	+1 246 423 0985	
Address:	Castle Close, Sam Lord's Castle, St. Philip, Barbados	
E-mail:	group@cconsult.com.bb	
Website:	www.steers.com.bb	
Contact:	<b>Mr R. Steer</b>	+1 246 253 6412 (Mobile) +1 246 423 6551 (Home)

24 hours emergency phone number: +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:	Jonqueres 18, 8° B, Barcelona, 8003, Spain	
E-mail:	barcelona@pandihispania.com	
Website:	www.pandihispania.com	
Contact:	<b>Mr J. Mckinnell</b>	+34 670 458 646 (Mobile) james.mckinnell@pandihispania.com
	<b>Ms R. Velasco</b>	+34 670 458 642 (Mobile) rosana.velasco@pandihispania.com
	<b>Ms A. Escanilla</b>	+34 637 217 151 (Mobile) ana.escanilla@pandihispania.com

### Medpandi S.L. (Barcelona)

Telephone:	+34 93 706 1233	
Facsimile:	+34 96 111 8478	
Address:	c/ Consell de Cent, 329-02-01, Barcelona, 08007, Spain	
E-mail:	medpandi@medpandi.com	
Contact:	<b>Ms C. Martinez Ribas</b>	+34 626 197 491 (Mobile) cristina@medpandi.com
	<b>Capt. A. Martin</b>	+34 673 019 013 (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:	<b>Capt. F. Bavaro</b>	+39 333 255 9509 (Mobile)
	<b>Mr M. Masella</b>	+39 080 534 1736 (Work)

## BARRANQUILLA Colombia

### Charles Taylor S.A.S.

See Bogota

### A&A Multiprime

Telephone:	+57 1 5303 529	
Facsimile:	+57 1 2182 682	
Address:	Carrera 52 No. 76-167 Of. 201, Edificio Atlantic Center, Barranquilla, Colombia	
E-mail:	barranquilla@aamultiprime.com	
Website:	www.aamultiprime.com	
Contact:	<b>Eng. M. Calderon</b>	+57 315 333 5072 (Mobile)
	<b>Mr S. Moreno</b>	+57 314 284 4799 (Mobile) smoreno@aamultiprime.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:	<b>Mr B. Al Jashamy</b>	+964 179 031 95278 (Mobile) +962 796 655 175 (Mobile) sadiqaljashamy@yahoo.com
	<b>Capt. F. Jabir</b>	+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 2111248, e-mail: selim@vitsan.com.tr. Alternative e-mail address vitsan@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** +1 409 658 7204 (Mobile)  
 djames@sbf-law.com

**Mr M. Freeman** +1 409 835 0690 (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: **Mr J. Cui** +86 13701 230 630 (Mobile)  
 shanhong@huatai-serv.com

**Ms M. He** +86 13801 098 591 (Mobile)  
 hemiao@huatai-serv.com

**Ms L. Long** +86 13811 693 258 (Mobile)

**Ms R. Liu** +86 13811 436 992 (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:	Chammah Building, Selim Bustros Street, P.O. Box 11 0367, Beirut, 1107 2040, Lebanon	
E-mail:	mgmpandi@dm.net.lb	
Contact:	<b>Mr R. Mourcade</b>	+961 3 621 999 (Mobile)
	<b>Mrs M. Doueih</b>	+961 76 325 615 (Mobile)
	<b>Mr A. Dakessian</b>	+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:	<b>Mr S. Baroudi</b>	+961 3 601 009 (Mobile) samir.baroudi@baroudilegal.com
	<b>Mr J. Baroudi</b>	+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:	<b>Mr J. Eduardo</b>	+55 91 222 4973

Please contact Recife for after office hours numbers

## BENGHAZI Libya

See Tripoli

## BERBERA Somalia

### Omer Ali Dualeh & Co.

Telephone:	+252 274 0186	
Facsimile:	+252 257 2035	
Address:	Commercial Street, P.O. Box 144, Berbera, Somalia	
E-mail:	omaarco@yahoo.com	
Contact:	<b>Mr A. Ali</b>	+252 2447 1058 (Mobile)
	<b>Mr O. Ali Dualeh</b>	+252 2442 7016 (Mobile)
	<b>Mr A. Mousa</b>	+252 2444 6096 (Mobile)

## BERGEN Norway

### Fjeld Consultant AS

Telephone: +47 555 97900  
Facsimile: +47 555 97901  
Address: Dokkeskjaerskaien Skur 23, Bergen, 5006, Norway  
E-mail: fc@fjeld-consultant.no  
Website: www.fjeld-consultant.no

Contact:	<b>Mr E. Vellinga</b>	+47 9487 6088 (Mobile) erik.vellinga@fjeld-consultant.no
	<b>Mr C. Hannevik</b>	+47 9530 0452 (Mobile) christer.hannevik @fjeld-consultant.no
	<b>Mr J. Haukeland</b>	+47 9076 5029 (Mobile) jan.inge.haukeland @fjeld-consultant.no
	<b>Capt. B. Fjeld</b>	+47 9002 3117 (Mobile) bjorn.fjeld@fjeld-consultant.no

## 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:	<b>Capt. J. Apraiz</b>	+34 659 948 460 (Mobile) j.apraiz@bereincua.com
	<b>Mr J. Bereincua</b>	+34 686 410 873 (Mobile) j.bereincua@bereincua.com
	<b>Ms N. Sarria</b>	+34 94 435 4530 (Work) n.sarria@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:	<b>Mr S. Sainz</b>	+34 609 425 566 (Mobile)
	<b>Mr A. Arrese</b>	+34 699 983 072 (Mobile)
	<b>Mr J. Castillo</b>	+34 699 983 073 (Mobile)

## BINTULU Malaysia

### Harrisons Sarawak Sdn. Bhd.

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

Contact:	<b>Mr Y. Guan</b>	+60 19 851 3628 (Mobile) +60 86 269 848 (Home) hgyap@harrisons.com.my
	<b>Ms A. Chua</b>	+60 16 833 0767 (Mobile) +60 88 413 613 (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 401 Bissau Codex, Bissau, Guinea-Bissau  
E-mail: tci-bissau@tci-africa.com  
Website: www.eltvedtosullivan.com

Contact: **Mr F. Tavares** +245 6 916 238 (Mobile)  
mail@eltvedtosullivan.com

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 4 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers. Please copy all e-mail correspondence to TCI 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. Chalhaf** +216 98 321 572 (Mobile)  
+216 70 726 020 (Home)

## BLUEFIELDS Nicaragua

See Corinto

## BLUFF New Zealand

See Auckland

## BOGOTA Colombia

### Charles Taylor S.A.S.

Telephone: +57 1 746 0106  
Facsimile: +57 1 746 0106  
Address: Calle 59A Bis No. 5-53 Oficina 306, Bogota D.C., Colombia

Contact: **Mr F. Rodriguez** +57 317 404 1947 (Mobile)  
francisco.rodriguez@ctplc.com  
**Mr M. Montenegro B.** +57 316 423 3763 (Mobile)  
marco.montenegro@ctplc.com

Copy all correspondence to: fernando.leon@ctplc.com

### 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)  
multiprime@aamultiprime.com  
**Mr S. Moreno** +57 314 284 4799 (Mobile)  
smoreno@aamultiprime.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:	<b>Mr T. Muzyka</b>	+1 617 233 3472 (Mobile) tmuzyka@clinmuzyka.com
	<b>Mr R. Collins</b>	+1 401 862 1247 (Mobile) rcollins@clinmuzyka.com

**BOULOGNE France****Services Maritimes  
de Boulogne**

Telephone: +33 3 2130 4615  
 Facsimile: +33 3 2183 5024  
 Address: D3 Quai de l'Europe, Le Portell, Boulogne-Sur-Mer,  
 62480, France  
 E-mail: smb@nordnett.fr

Contact:	<b>Mr D. Secquepee</b>	+33 6 6221 4615 (Mobile) +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:	<b>Mr Y. Mladenov</b>	+359 888 32 13 84 (Mobile)
----------	-----------------------	----------------------------

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

**Omur Marine Ltd.**

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

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

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

**BRAILA Romania**

See Bucharest

**BRAKE Germany**

See Bremen

## BREMEN Germany

### Pandi Services J & K Brons Gmbh

Telephone: +49 421 308 870  
Facsimile: +49 421 308 8732  
Address: An der Reeperbahn 6, Bremen, 28217, Germany  
E-mail: [corresp@pandi.de](mailto:corresp@pandi.de)

Contact:	<b>Mr R. Hermes</b>	+49 171 885 7940 (Mobile) +49 421 602 8534 (Home)
	<b>Mr H. Schmude</b>	+49 171 885 7941 (Mobile) +49 420 679 75 (Home)
	<b>Mr U. Thalmann</b>	+49 171 885 7942 (Mobile) +49 422 131 53 (Home)
	<b>Mr P. Kühl</b>	+49 171 885 7944 (Mobile)

### Claas W. Brons (GmbH & Co.) KG

Telephone: +49 421 320875  
Facsimile: +49 421 324558  
Address: Rembertistrasse 76, Bremen, 28195, Germany  
E-mail: [bremen@cwbrons.de](mailto:bremen@cwbrons.de)

Contact:	<b>Mr T. Wispeler</b>	+49 151 400 67233 (Mobile) +49 421 565 02291 (Home)
	<b>Mr B. Norden</b>	+49 421 652 755 +49 421 695 34323 (Mobile) <a href="mailto:bastian.norden@cwbrons.de">bastian.norden@cwbrons.de</a>

24 hours emergency phone number: +49 15 110 423 038

## BREMERHAVEN Germany

See Bremen

## BREST France

### Les Courtiers Maritimes s.a.r.l.

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

Contact:	<b>Mr Y. Caradec</b>	+33 6 0901 1794 (Mobile)
	<b>Mr M. Le Goff</b>	+33 6 4653 2566 (Mobile)
	<b>Mr G. Leautic</b>	+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: Via Giordano Bruno 31, Brindisi, 72100, Italy  
 E-mail: info@ilcapitanocc.it  
 Website: www.ilcapitanocc.it

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

**Studio Mordiglia-Lonoce  
(Lawyers)**

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

Contact:	<b>Mr A. Lonoce</b>	+39 335 528 1586 (Mobile) alfredolonoce@studiolonoce.it
	<b>Mr A. Mordiglia</b>	+39 335 704 2104 (Mobile)
	<b>Mr M. Mordiglia</b>	+39 335 614 2435 (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 19, Central Plaza Two, 66 Eagle Street, G.P.O. Box 245,  
 Brisbane, Queensland, 4001, Australia  
 E-mail: transport@thymac.com.au  
 Website: www.thymac.com.au

Contact:	<b>Mr M. Fisher</b>	+61 408 735 653 (Mobile) mfisher@thymac.com.au
	<b>Mr M. Hockaday</b>	+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 LLP**  
(Lawyers)

Telephone: +1 956 542 4377  
 Facsimile: +1 956 542 4370  
 Address: 55 Cove Circle, P.O. Box 3509, Brownsville, Texas, 78523-3509, United States of America  
 E-mail: royston@roystonlaw.com  
 Website: www.roystonlaw.com

Contact:	<b>Mr K. Uhles</b>	+1 956 455 5836 (Mobile) keith.uhles@roystonlaw.com
	<b>Mr J. Hunter</b>	+1 956 495 5100 (Mobile) jim.hunter@roystonlaw.com
	<b>Mr J. Gonzalez</b>	+1 956 490 3328 (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:	<b>Mrs L. Mancas</b>	+40 722 230 759 (Mobile)
	<b>Mr G. Mancas</b>	+40 722 230 758 (Mobile)
	<b>Mrs M. Dumitru</b>	+40 745 605 364 (Mobile)
	<b>Mr V. Mancas</b>	+40 723 298 226 (Mobile)
	<b>Mr G. Ciutu</b>	+40 744 568 028 (Mobile)

**BUENAVENTURA Colombia****Charles Taylor S.A.S.**

See Bogota

**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:	<b>Capt. M. Caro</b>	+57 310 304 8650 (Mobile)
----------	----------------------	---------------------------

24 hours service number: +57 315 333 5072

## BUENOS AIRES Argentina

### Pandi Liquidadores S.R.L.

Telephone: +54 11 4313 3500  
Facsimile: +54 11 4313 3161  
Address: Viamonte 494, 8th Floor, Buenos Aires, C1053ABJ, Argentina  
E-mail: pandi@pandi.com.ar

Contact:	<b>Mr A. Trigub</b>	+54 9 11 4449 1450 (Mobile) alberto.trigub@pandi.com.ar
	<b>Mr R. Crisp</b>	+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 11 4311 3011  
Facsimile: +54 11 4313 7765  
Address: 25 De Mayo 489, 5th Floor, Ciudad de Buenos Aires, C1002AB1, Argentina  
E-mail: edye@edye.com.ar  
Website: www.edye.com.ar

Contact:	<b>Mr F. Ray</b>	+54 9 11 4446 4220 (Mobile) +54 11 4801 0279 (Home) fray@edye.com.ar
	<b>Mr A. Ray</b>	+54 11 4807 5595 (Home) aray@edye.com.ar
	<b>Dr J. Garcia</b>	+54 9 11 6878 5224 (Mobile) jgarcia@edye.com.ar

24 hours mobile: +54 9 11 4446 4220

## 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, 72, Jungang-daero, Jung-gu, P.O. Box 75, Busan, South Korea  
E-mail: mailhead@hyopsung.co.kr

Contact:	<b>Mr K. Ha</b>	+82 10 2699 2491 (Mobile)
	<b>Mr S. Han</b>	+82 10 7220 6848 (Mobile)
	<b>Mr Y. Kang</b>	+82 10 3852 8280 (Mobile) +82 51 622 4622 (Home)

## CABEDELLO Brazil

### Williams Brothers Ltda.

See Recife

## CABINDA Angola

See Luanda

## CADIZ Spain

### MacPherson Marine Surveyors

Telephone:	+34 956 808 023	
Facsimile:	+34 956 212 656	
Address:	Fermin Salvochea 4, Cadiz, 11004, Spain	
E-mail:	info@macphersoncadiz.com	
Contact:	<b>Mr J. MacPherson</b>	+34 659 750 184 (Mobile) jmacpherson@macphersoncadiz.com
	<b>Ms J. Keith</b>	+34 638 355 827 (Mobile)
	<b>Mr P. Mieres</b>	+34 638 548 609 (Mobile) pmieres@macphersoncadiz.com

## CAGLIARI Italy

### Ferpandi S.r.l. c/o M.G. Scotti

Telephone:	+390 70 667 620	
Facsimile:	+390 70 664 008	
Address:	Via Canelles 30-09124, Cagliari, Italy	
E-mail:	cagliari@ferpandi.com	
Contact:	<b>Mrs M. Scotti</b>	+39 337 604 434 (Mobile)
24 hours emergency phone number: +39 335 794 2297		

### Dott. Ing. Mario Canepa

Telephone:	+390 70 830 026	
Facsimile:	+390 70 830 090	
Address:	Molo Capitaneria 1, Cagliari, Sardinia, 09100, Italy	
E-mail:	canepamar@libero.it	
Contact:	<b>Dott. I. Canepa</b>	+39 337 812 793 (Mobile) canepamar@libero.it

## CAIRNS Australia

### Bayside Shipping Services Pty Ltd.

See Sydney

### Brian White & Associates (Lawyers)

Telephone:	+61 7 4031 4711	
Facsimile:	+61 7 4031 3810	
Address:	1st Floor, Moresby Haus., 4 Scott Street, P.O. Box 5701, Cairns, Queensland, 4870, Australia	
E-mail:	cairns@bwamarine.com	
Website:	www.bwamarine.com	
Contact:	<b>Mr B. White</b>	+61 412 184 856 (Mobile) brian@bwamarine.com
	<b>Ms A. Cahalan</b>	+61 498 545 474 (Mobile) adrienne@bwamarine.com
	<b>Mr S. Kinchin</b>	+61 427 173 699 (Mobile) sergey@bwamarine.com
	<b>Mr C. Singh</b>	+61 466 955 776 (Mobile) chanveer@bwamarine.com

## 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 Alliés, P.O. Box 817, Calais, 62225, France
E-mail:	calais@asalinks.eu
Website:	www.asalinks.eu
Contact:	<b>Mr A. Ravisse</b> +33 6 0915 5152 (Mobile)
	<b>Mr J. Foissey</b> +33 6 7389 6332 (Mobile)
	<b>Ms B. Ravisse</b> +33 6 0989 0588 (Mobile)
	<b>Mr P. Dufosse</b> +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:	<b>Mr G. Hansen</b> +27 83 283 3493 (Mobile) hanseng@pandi.co.za
	<b>Mr N. Chetty</b> +27 83 250 3381 (Mobile)

24 hours duty surveyor phone number: +27 83 255 6994

### 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@ensafrica.com
Website:	www.ensafrica.com
Contact:	<b>Mr M. Tucker</b> +27 82 788 0145 (Mobile) mtucker@ensafrica.com
	<b>Ms J. Kaufmann</b> +27 82 788 0244 (Mobile) jkaufmann@ensafrica.com

## 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, Santa Paula, 1061, Venezuela	
E-mail:	pandi@pandivzla.com	
Website:	www.pandivenezuela.com	
Contact:	<b>Mr E. Moreno</b>	+58 414 366 2012 (Mobile) e.moreno@pandivzla.com
	<b>Mr N. Bath</b>	+58 414 102 9302 (Mobile) n.bath@pandivzla.com
	<b>Ms S. Morris</b>	+58 416 627 1266 (Mobile) s.morris@pandivzla.com
	<b>Ms E. Moreno</b>	+58 424 247 3790 (Mobile) e.kostencki@pandivzla.com

### Venepandi C.A.

Telephone:	+58 212 905 6396	
Facsimile:	+58 212 905 6364	
Address:	C.C.C.T. Av. Ernesto Blohn, Torre B, Piso 10, Oficina B1001, Chuao, Caracas, 1064, Venezuela	
E-mail:	principal@venepandi.com	
Website:	www.venepandi.com	
Contact:	<b>Capt. F. Villanova</b>	+58 412 222 9494 (Mobile) francisco.villanova@venepandi.com

Alternative phone numbers +58 414 223 9428 and +58 412 953 6392. 24 hours duty phone number: +58 414 252 9494

## CARTAGENA Colombia

### Charles Taylor S.A.S.

See Bogota

### A1 Aquamar Pandiservices Ltda.

Telephone:	+57 5 664 8796	
Facsimile:	+57 5 664 8986	
Address:	Centro Histórico, Sector San Diego, Calle del Sargento, Mayor 6-107, Oficina 203, Claustro Santo Toribio, Cartagena, Colombia	
E-mail:	aquamarpandi@gmail.com cartagena@aquamarpandi.com	
Website:	www.aquamarpandi.com	
Contact:	<b>Mr J. Cordoba</b>	+57 315 344 6999 (Mobile)

Alternative phone number +57 5 660 2545

## CASABLANCA Morocco

### McLean Maritime Maroc (MMM)

Telephone: +212 522 222 088  
Facsimile: +212 522 222 016  
Address: 40 Rue Hadj Omar Riffi, Casablanca, 20120, Morocco  
E-mail: morocco@mcleans.fr

Contact:	<b>Ms V. Javelaud</b>	+212 661 191 409 (Mobile) vjavelaud@mcleans.fr
	<b>Mr I. Ennassiri</b>	+212 661 985 429 (Mobile) iennassiri@mcleans.fr

### “DEFMAR” Societe Maghrebine de Defense Maritime

Telephone: +212 522 452 525  
Facsimile: +212 522 450 501  
Address: Espace Paquet, Suite No.506, Place Nicolas Paquet,  
Boulevard Mohamed V, Casablanca, 20 000, Morocco  
E-mail: somadef@defmar.com

Website: www.defmar.com

Contact:	<b>Mr M. Laazizi</b>	+212 661 463 834 (Mobile) +212 522 271 629 (Home) m.laazizi@defmar.com
	<b>Mr M. Margaoui</b>	+212 661 139 233 (Mobile) margaoui@defmar.com
	<b>Ms R. Khadija</b>	+212 663 346 706 (Mobile) k.rigada@defmar.com
	<b>Mr T. Baalla</b>	+212 666 269 518 (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@carboymessina.com

Contact:	<b>Mr S. Garbutt</b>	+39 347 685 4837 (Mobile)
	<b>Capt. F. Luca</b>	+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:	<b>Mrs A. Rowell</b>	+39 348 601 7621 (Mobile) ann.rowell@tagliaviapandi.it
	<b>Mr G. Tagliavia</b>	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it
	<b>Ms G. Tagliavia</b>	+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  
Contact: **Mr F. Ramos** +34 629 533 276 (Mobile)  
ceuta@maritima-shipping.com

## 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 Regency Building, Flat A, Ground Floor,  
10 Judge Jumbulingham Road, Mylapore, Chennai,  
600 004, India  
E-mail: claims.chen@jamesmackintosh.com  
Website: www.jamesmackintosh.com  
Contact: **Mr P. Menon** +91 97 8992 2038 (Mobile)  
pkmenon@jamesmackintosh.com  
**Mr M. Rao** +91 98 4007 5293 (Mobile)  
muralirao@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@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:	<b>Mr S. Belgrade</b>	+1 312 613 1455 (Mobile) sbelgrade@bodpc.com
	<b>Mr J. O'Donnell</b>	+1 312 623 4550 (Mobile) jodonnell@bodpc.com

**CHITTAGONG Bangladesh****JF (Bangladesh) Limited**

Telephone:	+880 31 716 321	
Facsimile:	+880 31 710 006	
Address:	Finlay House, 11 Agrabad Commercial Area, Chittagong, 4100, Bangladesh	
E-mail:	info@jfbdltd.com	
Website:	www.jfbdltd.com	
Contact:	<b>Mr B. Chowdhury</b>	+880 171 310 1044 (Mobile) +880 31 613 783 (Home) bkc@jfbdltd.com
	<b>Mr M. Chowdhury</b>	+880 171 316 0081 (Mobile) +880 31 718 056 (Home) salauddin@jfbdltd.com
	<b>Mr T. Sarkar</b>	+880 171 310 3411 (Mobile) tapas@jfbdltd.com
	<b>Mr B. Das</b>	+880 171 3103 133 (Mobile) biswajit@jfbdltd.com

**CHRISTCHURCH New Zealand**

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:	<b>Mr R. Coniam</b>	+1 440 213 1542 (Mobile) rconiam@rayrob.com
	<b>Mr C. Kuebler</b>	+1 586 216 4505 (Mobile) ckuebler@rayrob.com
	<b>Ms S. Kelly</b>	+1 216 235 2161 (Mobile) skelly@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 Smail Centre, 2nd Floor, 5th Cross Road, Cochin,  
Willingdon Island, 682 003, India  
E-mail: cochin@jamesmackintosh.com  
Website: www.jamesmackintosh.com

Contact:	<b>Mr R. Sudhir</b>	+91 95 6776 1009 (Mobile) jsudhir@jamesmackintosh.com
	<b>Mr R. William</b>	+91 94 4715 0427 (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:	<b>Capt. E. Dharmaratne</b>	+94 77 776 0277 (Mobile) errol@intermarc.lk
	<b>Mr R. Randeniya</b>	+94 77 776 0279 (Mobile) intermarc@intermarc.lk
	<b>Mr C. Dharmaratne</b>	+94 77 774 8758 (Mobile) chanaka@intermarc.lk

Alternative phone number: +94 11 258 5545

## CONAKRY Guinea

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

Telephone: +224 64 323 702  
Address: P.O. Box 5106, Conakry, Guinea  
E-mail: tci-conakry@tci-africa.com  
Website: www.eltvedtosullivan.com

Contact:	<b>Capt. D. Alpha</b>	+224 655 323 702 (Mobile)
----------	-----------------------	---------------------------

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers

### Budd S.A.

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

Contact:	<b>Mr F. Camara</b>	+224 628 255 834 (Mobile) fode-mario.camara@budd-pni.com
	<b>Mr A. Mansare</b>	+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:	<b>Mr L. Badila</b>	+40 745 764 629 (Mobile) +40 341 441 539 (Home)
	<b>Capt. S. Timofte</b>	+40 744 625 379 (Mobile) +40 241 736 123 (Home)
	<b>Mr G. Tudorache</b>	+40 744 656 604 (Mobile) +40 241 744 075 (Home)

**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:	<b>Mr H. Nissen</b>	+45 3961 1927 (Mobile) henrik.nissen@pandiscan.com
	<b>Mr J. Krauthammer</b>	+45 2022 1746 (Mobile)

**DUPI Copenhagen**

Telephone:	+45 3315 4778	
Address:	Kvaesthusgade 5 St.th., Copenhagen, 1251, Denmark	
E-mail:	copenhagen@dupi.com	
Website:	www.dupi.com	
Contact:	<b>Mr J. Kure</b>	+45 2845 3728 (Mobile) john.kure@dupi.com

**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:	<b>Ms G. Griffith</b>	+505 8722 2359 (Mobile) ggriffith@jlgriffith.com
	<b>Ms L. Carrión</b>	+505 8739 4938 (Mobile) lcarrion@jlgriffith.com
	<b>Mr A. Griffith</b>	+505 8720 9596 (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, Ireland  
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 LLP (Lawyers)

Telephone: +1 361 884 8808  
Facsimile: +1 361 884 7261  
Address: Frost Bank Plaza, Suite 1300, 802 N. Caranachua, Corpus Christi,  
Texas, 78401-0021, United States of America  
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: +334 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers

### Budd Benin

Telephone: +229 21 318 406  
Facsimile: +229 21 318 456  
Address: C/151 Avenue Van Vollen Hoven Avlékété, 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 Panama, Republic of

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

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

See Messina

## CUXHAVEN Germany

### Claas W. Brons (GmbH & Co.) KG

Telephone:	+49 4723 505 516
Facsimile:	+49 4723 505 516
Address:	Südlandstraße 6, Cuxhaven, 27478, Germany
E-mail:	cuxhaven@cwbrons.de
Contact:	<b>Capt. J. Feldmann</b> +49 4723 505 516 (Work)

For further AOH contacts please see Claas W. Brons, Hamburg

## 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:	<b>Mr N. Faye</b> +221 77 332 7215 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +334 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency contact numbers

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

In case of emergency or communication difficulties contact the Budd Group emergency number: +33 184 880 841 and copy all e-mails to [general.marseille@budd-pni.com](mailto: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.dl@huatai-serv.com
Website:	www.huataimarine.com
Contact:	<b>Capt. T. Lu</b> +86 139 0985 1192 (Mobile)
	<b>Ms X. Zhao</b> +86 139 4089 8350 (Mobile)
	<b>Ms V. Zhao</b> +86 139 4208 6293 (Mobile)

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

## DAMMAM Saudi Arabia

**Mutual Marine Services Al Mushtaraka Ltd.**

Telephone: +966 3 826 8326  
 Facsimile: +966 3 827 5342  
 Address: Al-Zakir Bokhari Building-Al Thobaishi,  
 P.O. Box 8972, Dammam, 31492, Saudi Arabia  
 E-mail: claims.dammam@mushtaraka.com  
 Website: www.mushtaraka-iraq.com

Contact:	<b>Mr S. Ahmed</b>	+966 5 0584 0518 (Mobile) nizamuddin@mushtaraka.com
	<b>Mr I. Ibrahim</b>	+966 5 0680 1565 (Mobile) ibrahim.alaskary@mushtaraka.com
	<b>Mr A. H. Abdullatif</b>	+966 5 0499 0865 (Mobile) ali.alatif@mushtaraka.com
	<b>Mr R. Nair</b>	+966 5 4054 4297 (Mobile) raju.nair@mushtaraka.com

## DAMPIER Australia

**Bayside Shipping Services Pty Ltd.**

See Sydney

## DAR ES SALAAM Tanzania

**Robmarine P&I Services Ltd.**

Telephone: +255 22 2700 265  
 Facsimile: +255 22 2700 501  
 Address: 10 Chato Street, 264 Regent Estate, Dar es Salaam, Tanzania  
 Website: www.robmarine.com

Contact:	<b>Mr A. Sutton</b>	+255 754 304 776 (Mobile) alan@robmarine.com
	<b>Mr E. Thomas</b>	+255 754 317 932 (Mobile) emmanuel@robmarine.com
	<b>Mr J. Mgaya</b>	+255 754 279 638 (Mobile) joseph@robmarine.com
	<b>Mr U. Kikwete</b>	+255 784 665 555 (Mobile) ukikwete@robmarine.com

In case of communication difficulty contact Michael Robertson +44 7785 734 633:  
 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 R. Dietz** +1 313 850 6528 (Mobile)  
rdietz@fostermeadows.com  
**Mr M. 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)  
dignior@bangla.net

## DIEPPE France

### Budd Dieppe

Telephone: +33 9 50 68 4395  
Facsimile: +33 4 91 33 1331  
Address: 8 rue Antoine Bruneau, Sotteville les Rouen, 76300, France  
E-mail: budd.dieppe@budd-pni.com  
Website: www.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 Djibouti

### GTS/GSK Group

Telephone: +253 2134 0118  
Facsimile: +253 2135 3294  
Address: 9-11 Rue de Geneve, P.O. Box 81, Djibouti, Djibouti  
E-mail: GTS.Djibouti@gsk-group.com  
Website: www.gsk-group.com

Contact: **Mr S. Fareed** +253 77 83 55 55 (Mobile)  
sheik.fareed@gsk-group.com  
**Mr A. 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

## DO BOCAS Mexico

See Mexico City

## DOHA Qatar

### Charles Taylor Adjusting Qatar W.L.L.

Telephone: +974 4436 8254  
Facsimile: +974 4441 0705  
Address: P.O. Box 22521, Doha, Qatar  
Website: [www.ctplc.com/adjusting](http://www.ctplc.com/adjusting)

Contact:	<b>Capt. H Marwaha</b>	+974 6600 9361 (Mobile) <a href="mailto:himanshu.marwaha@ctplc.com">himanshu.marwaha@ctplc.com</a>
	<b>Mr R. Rich</b>	+974 3319 4934 (Mobile) <a href="mailto:robert.rich@ctplc.com">robert.rich@ctplc.com</a>

### 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](mailto:claims.qatar@gac.com)  
Website: [www.gac.com](http://www.gac.com)

Contact:	<b>Mr Z. Mathew</b>	+974 5581 9861 (Mobile) <a href="mailto:zackaria.mathew@gac.com">zackaria.mathew@gac.com</a>
	<b>Mr S. Jai</b>	+974 5553 4278 (Mobile) <a href="mailto:sudhir.jai@gac.com">sudhir.jai@gac.com</a>
	<b>Mr A. Pathirana</b>	+974 5580 5192 (Mobile) <a href="mailto:anil.pathirana@gac.com">anil.pathirana@gac.com</a>
	<b>Mr S. Peiris</b>	+974 5553 4278 (Mobile) <a href="mailto:saman.peiris@gac.com">saman.peiris@gac.com</a>

## 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](mailto:donges@humtac.fr)  
Website: [www.humann-taconet.fr](http://www.humann-taconet.fr)

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



## DOUALA Cameroon

### Budd Cameroon

Telephone: +237 233 42 7345  
Facsimile: +237 233 43 0571  
Address: B.P. 4574, Residence Kassap, 82 Boulevard de la Liberte,  
Douala, Cameroon  
E-mail: budd.cameroun@budd-pni.com  
Website: www.budd-pni.com

Contact:	<b>Mrs S. Moume</b>	+237 677 789 100 (Mobile) suzanne.moume@budd-pni.com
	<b>Ms L. Leuche</b>	+237 677 600 837 (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: +237 233 43 9480  
Facsimile: +237 233 43 9480  
Address: P.O. Box 1048, Douala, Cameroon  
E-mail: tci-douala@tci-africa.com  
Website: www.eltvedtosullivan.com

Contact:	<b>Mr J. Ndona</b>	+237 696 53 4481 (Mobile)
	<b>Mr P. Houdjeu</b>	+237 677 11 8564 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +334 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers

## 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:	<b>Capt. O. Marayil</b>	+971 56 170 7480 (Mobile) omprakash.marayil@ctplc.com
	<b>Mr M. Addy</b>	+971 56 170 7506 (Mobile) malcolm.addy@ctplc.com

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

Telephone: +971 4 881 8090  
Facsimile: +971 4 805 9442  
Address: P.O. Box 17041, Jebel Ali Free Zone, Dubai, United Arab Emirates  
E-mail: claims.me@gac.com

Contact:	<b>Ms M. Mathews</b>	+971 50 653 5762 (Mobile) meena.mathews@gac.com
	<b>Mr G. Mathews</b>	+971 50 454 2918 (Mobile) george.mathews@gac.com
	<b>Mr S. Warriar</b>	+971 56 538 1428 (Mobile) satyajith.warrior@gac.com
	<b>Mr G. Mercado</b>	+971 50 625 3944 (Mobile) gary.mercado@gac.com

## DUBLIN Ireland

### P&I Shipping Services Ltd.

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

Contact:	<b>Ms M. O'Reilly</b>	+353 86 176 3281 (Mobile) maryoreilly@sealaw.ie
	<b>Mr S. O'Reilly</b>	+353 87 204 3411 (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:	<b>Mr J. Ferguson</b>	+1 218 590 3187 (Mobile) jferguson@duluthlaw.com
----------	-----------------------	---

## DUNEDIN New Zealand

See Auckland

## DUNKIRK France

### Normandy P&I Services

Telephone: +33 3 2829 0675  
Facsimile: +33 3 2829 0517  
Address: 105 Avenue des Bains, Dunkerque, 59140, France  
E-mail: pandi@dkq.normandyclaims.fr

Contact:	<b>Ms B. Laumier</b>	+33 6 0716 5113 (Mobile)
----------	----------------------	--------------------------

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

## DURBAN South Africa

### P&I Associates (Pty) Ltd.

Telephone: +27 31 301 1102  
Facsimile: +27 31 301 1290  
Address: 29th Floor, Durban Bay House, 333 Anton Lembede Street  
(Smith Street), Durban, 4001, South Africa  
E-mail: pidurban@pandi.co.za  
Website: www.pandi.co.za

Contact:	<b>Mr M. Heads</b>	+27 83 453 4899 (Mobile) headsm@pandi.co.za
	<b>Mr J. Hossack</b>	+27 83 303 1549 (Mobile)
	<b>Mr B. Elkington</b>	+27 83 703 8113 (Mobile)
	<b>Mr D. Macdonald</b>	+27 83 253 0170 (Mobile)
	<b>Mr V. Prajaj</b>	+27 83 441 5685 (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:	<b>Mr S. Dwyer</b>	+27 82 443 7653 (Mobile) dwyer@wylie.co.za
	<b>Mr K. Reddy</b>	+27 82 443 7654 (Mobile) reddy@wylie.co.za
	<b>Mr Q. Van Der Merwe</b>	+27 82 466 5062 (Mobile) qvdm@wylie.co.za
	<b>Mr P. Prinsloo</b>	+27 82 453 8819 (Mobile) prinsloo@wylie.co.za

## DURRES Albania

### Samer & Misa Sh.p.k. Ltd.

Telephone: +355 52 222 236  
Facsimile: +355 52 222 236  
Address: Lagja Nr. 3, Sheshi "LIRIA" EGT Tower, Kati I peste (5th Floor),  
Durrës, Albania  
E-mail: samer-misa@samer-misa.com  
Website: www.samer.com

Contact:	<b>Mr I. Misa</b>	+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 82 496 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 J. Brons** +49 178 562 7667 (Mobile)  
 jan-niklaas.brons@brons.de

**Mr C. Brons** +49 170 476 1023 (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  
 Address: 3 Altay Sokak, Gazi Magosa, Kibris, Mersin, 10, Turkey  
 E-mail: bilgehan-law@superonline.com

Contact: **Mr T. Bilgehan** +90 533 861 1554 (Mobile)

**Mr O. Bilgehan** +90 392 365 3445 (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&I  
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:	<b>Mr D. Barcelos</b>	+55 85 99933 0350 (Mobile)
	<b>Mr S. Diogenes</b>	+55 85 99707 3708 (Mobile)

In case of communication difficulty please contact Recife

**Representações Proinde  
Ltda.**

Telephone: +55 85 3099 4068  
Address: c/o Abacus Representações Ltda., Rua Osvaldo Cruz,  
1 Sala 1408, Fortaleza, 60125-150, Brazil  
E-mail: proinde.fortaleza@proinde.com.br  
Contact: **Mr J. de Carvalho** +55 85 98830 3682 (Mobile)

FOS France

**McLeans (Fos)**

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

Contact:	<b>Mr M. Gignoux</b>	+33 6 8668 4527 (Mobile) m.gignoux@mcleans.fr
	<b>Ms M. Gueit</b>	+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 number: +44 207 613 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 Portugal

### 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

Alternative fax number: +351 291 233909

## 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](mailto:tipic.sfax@planet.tn)  
Website: [www.tipic.com.tn](http://www.tipic.com.tn)

Contact:	<b>Mr J. Messaoud</b>	+216 98 337 491 (Mobile) +216 74 200 745 (Home)
	<b>Capt. K. Chalghaf</b>	+216 98 751 572 (Mobile) +216 70 726 020 (Home) <a href="mailto:kamel.chalghaf@planet.tn">kamel.chalghaf@planet.tn</a>

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](mailto:galatz@mancas.ro)

Contact:	<b>Mr V. Naghirneac</b>	+40 745 616 457 (Mobile) +40 236 461 991 (Home)
	<b>Mr I. Mocanu</b>	+40 745 616 458 (Mobile) +40 236 463 890 (Home)

## 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](mailto:royston@roystonlaw.com)  
Website: [www.roystonlaw.com](http://www.roystonlaw.com)

Contact:	<b>Ms K. Haas</b>	+1 832 465 1176 (Mobile) <a href="mailto:kelly.haas@roystonlaw.com">kelly.haas@roystonlaw.com</a>
	<b>Mr W. Glenn</b>	+1 763 939 8083 (Mobile) <a href="mailto:bill.glenn@roystonlaw.com">bill.glenn@roystonlaw.com</a>

## GASPE Canada

See Quebec

## GDANSK Poland

See Gdynia

## GDYNIA Poland

**Sulnave Sp. z.o.o**

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

Contact: **Ms M. Wojcik** +48 502 573 512 (Mobile)

After office hours contact: +48 503 178 737

**Morska Agencja Gdynia Ltd.**

Telephone: +48 58 785 3855  
 Facsimile: +48 58 785 3786  
 Address: ul. T. Wendy 15, Gdynia, 81-341, Poland  
 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)

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

## 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 S. Bartolomeo Degli, Armeni 5, Genoa, 16122, Italy  
E-mail: [ferpandi@ferpandi.com](mailto:ferpandi@ferpandi.com)  
Website: [www.ferpandi.com](http://www.ferpandi.com)

Contact:	<b>Capt. A. Talarico</b>	+39 335 640 9443 (Mobile) <a href="mailto:talarico@ferpandi.com">talarico@ferpandi.com</a>
	<b>Capt. S. Galleano</b>	+39 335 640 9444 (Mobile) <a href="mailto:galleano@ferpandi.com">galleano@ferpandi.com</a>
	<b>Mr F. Pescaglia</b>	+39 335 125 8507 (Mobile) <a href="mailto:pescaglia@ferpandi.com">pescaglia@ferpandi.com</a>
	<b>Mr M. Bet</b>	+39 331 686 2152 (Mobile) <a href="mailto:bet@ferpandi.com">bet@ferpandi.com</a>
	<b>Mr M. Villa</b>	+39 347 349 7211 (Mobile) <a href="mailto:villa@ferpandi.com">villa@ferpandi.com</a>

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](mailto:garbamar@garbamar.it)  
Website: [www.garbamar.it](http://www.garbamar.it)

Contact:	<b>Avv. E. Vergani</b>	+39 335 520 7433 (Mobile) <a href="mailto:enicovergani@garbamar.it">enicovergani@garbamar.it</a>
	<b>Ms S. Coppola</b>	+39 331 178 2917 (Mobile) <a href="mailto:simonacoppola@garbamar.it">simonacoppola@garbamar.it</a>
	<b>Avv. C. Bicchierai</b>	+39 337 494 430 (Mobile) <a href="mailto:claudiobicchierai@garbamar.it">claudiobicchierai@garbamar.it</a>

### 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](mailto:mail@mordiglia.it)  
Website: [www.mordiglia.it](http://www.mordiglia.it)

Contact:	<b>Mr M. Mordiglia</b>	+39 335 614 2435 (Mobile) +39 010 311 793 (Home) <a href="mailto:massimo.mordiglia@mordiglia.it">massimo.mordiglia@mordiglia.it</a>
	<b>Mr P. Palandri</b>	+39 348 330 0827 (Mobile) +39 010 314 745 (Home) <a href="mailto:pietro.palandri@mordiglia.it">pietro.palandri@mordiglia.it</a>

Alternative fax number: +39 010 562 998

## GEORGE TOWN Cayman Islands

### Marine Surveyors Cayman Ltd.

Telephone: +1 345 949 9210  
Address: 94 Aspiration Drive, Unit A3, P.O. Box 2584 GT, George Town, Grand Cayman, KY1 1103, Cayman Islands  
E-mail: [marinesurveyorscayman@runbox.com](mailto:marinesurveyorscayman@runbox.com)  
Website: [marinesurveyorscayman.com](http://marinesurveyorscayman.com)

Contact:	<b>Capt. M. Pickthorne</b>	+1 345 916 1765 (Mobile)
	<b>Mr C. Seely</b>	+1 345 324 4074 (Mobile)

## GEORGETOWN Guyana

### De Caires Fitzpatrick & Karran (Lawyers)

Telephone: +592 2 261 126  
Facsimile: +592 2 262 522  
Address: 79B Cowan Street, Kingston, Georgetown, Guyana  
E-mail: info@dfklawgy.com  
Contact: **Mr T. Jonas** +592 623 3967 (Mobile)  
Alternative phone number: +592 2260 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)

Shipping clerk on duty mobile phone +350 5862 6000. Alternative phone: +350 200 72685

## 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)  
+34 985 342 557 (Home)  
cgayesta@casimirovelasco.com

## GIOIA TAURO Italy

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

See Messina

### Tagliavia & Co. S.r.l.

See Crotone

## GISBORNE New Zealand

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  
gordon.whyte@ctplc.com

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

**GOTHENBURG Sweden****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: info.se@pandiscan.com

Contact:	<b>Mr M. Olofsson</b>	+46 706 102 073 (Mobile)
	<b>Mr F. Lindgren</b>	+46 725 044 262 (Mobile)

24 hours emergency phone number: +46 101 020 549

**GRANGEMOUTH United Kingdom**

See Glasgow

**GRONINGEN Netherlands****DUPI Rotterdam B.V.**

See Rotterdam

**GROS CACOUNA Canada**

See Quebec

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

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

Contact:	<b>Mr J. Martinez</b>	+1 671 687 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, No. 155 Tian He East Road,  
 Guangzhou, 510620, China  
 E-mail: pni.gz@huatai-serv.com  
 Website: www.huataimarine.com

Contact:	<b>Mr X. Huang</b>	+86 133 1610 9154 (Mobile)
	<b>Ms T. Ding</b>	+86 136 3246 3590 (Mobile)
		pni.gz@huatai-serv.com
	<b>Mr X. Cheng</b>	+86 138 2505 0793 (Mobile)
	<b>Mr J. Zhang</b>	+86 186 8884 1096 (Mobile)

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

**GUATEMALA CITY Guatemala****Lord S.A.**

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

Contact:	<b>Mr F. Lorenzana</b>	+502 5202 1267 (Mobile)
	<b>Ms K. Mehrwald</b>	+502 5201 0944 (Mobile)
	<b>Ms S. Lorenzana</b>	+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 42 410 162 (Home)  
teresatouma@hotmail.com

Alternative phone number: +593 4 256 0069. 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: City Windows, Oren Bld., 2 Palyam St., Haifa, 33095, Israel  
E-mail: mail@dizrep.co.il  
Website: www.dizrep.com  
Contact: **Mr S. Ziv** +972 505 231 815 (Mobile)  
+972 4 822 9557 (Home)  
shimon@dizrep.co.il  
**Mr I. Ziv** +972 524 887 881 (Mobile)  
itai@dizrep.co.il  
**Avv. N. Nissenzvieg** +972 544 765 398 (Mobile)  
+972 77 5499 249 (Home)  
nir@dizrep.co.il

## HAINAN China

See Beijing

## HAIPHONG Vietnam

### Wallem Shipping (Vietnam)

Telephone: +84 3 1355 1840  
Facsimile: +84 3 1355 1477  
Address: c/o Saigon East Asia Shipping, Room 4, 1st Floor,  
No.16 Le Dai Hanh Str, Hong Bang District, Haiphong City,  
Vietnam  
E-mail: wallemhpg@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 Ho Chi Minh office: +84 8 3776 0780 or +84 8 3776 0782.  
Alternative mobile +84 97 306 9494

## HALIFAX Canada

### Charles Taylor Adjusting

Telephone: +1 902 835 7600  
Facsimile: +1 902 835 7602  
Address: 1959 Upper Water Street, Suite 1301, Halifax, Nova Scotia,  
B3J 3N2, 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 S. Campbell** +1 902 802 8033 (Mobile)  
srcampbell@stewartmckelvey.com

## HALUL Qatar

See Doha

## HAMBURG Germany

### Claas W. Brons (GmbH & Co.) KG

Telephone: +49 403 748 860  
Facsimile: +49 403 748 8643  
Address: Sumatrankontor, Überseeallee 1, Hamburg, 20457, Germany  
E-mail: info@cwbrons.de  
Website: www.cwbrons.de

Contact: **Mr C. Brons** +49 17 1213 1135 (Mobile)  
+49 41 8397 5872 (Home)  
chbrons@cwbrons.de

**Mr M. Bimschas** +49 403 609 0163 (Mobile)  
bimschas@cwbrons.de

**Mr J. Brons** +49 16 094 420 292 (Mobile)  
jwbrons@cwbrons.de

**Mr G. Neubauer** +49 40 4118 4502 (Home)  
neubauer@cwbrons.de

24 hours emergency phone number: +49 172 911 4994

### Pandi Services J. & K. Brons GmbH

Telephone: +49 40 3698 180  
Facsimile: +49 40 3698 181  
Address: Michaelisstrasse 24, Hamburg, 20459, Germany  
E-mail: corresp@pandi.de  
Website: www.pandi.de

Contact: **Mr R. Hermes** +49 171 885 7940 (Mobile)  
+49 421 602 8534 (Home)

**Mr F. Block** +49 171 885 7945 (Mobile)

## HAMILTON Bermuda

### Charles Taylor & Co. (Bermuda)

Telephone: +1 441 292 7655  
Facsimile: +1 441 278 7713  
Address: Swan Building, 2nd Floor, 26 Victoria Street, Hamilton,  
HM 12, Bermuda  
E-mail: pandi.bermuda@ctplc.com  
Contact: **Mr A. McComb** +1 441 505 8495 (Mobile)  
andy.mccomb@ctplc.com  
**Ms R. White** +1 441 505 4832 (Mobile)  
roxeen.white@ctplc.com

## HAVANA Cuba

### Conabi

Telephone: +53 7 214 4957  
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 5 285 6535 (Mobile)  
+53 5 330 5985 (Home)  
marlene@conabi.cu  
**Capt. S. Fernandez** +53 5 330 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)

## HELSINKI Finland

### Oy Lars Krogius AB

Telephone: +358 9 47 636 300  
Facsimile: +358 9 47 636 363  
Address: Sornaisten Rantatie 25 A, Helsinki, 00500, Finland  
E-mail: finland@krogius.com  
Website: www.krogius.com  
Contact: **Mr M. Sjoblom** +358 404 513 988 (Mobile)  
markus.sjoblom@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

### Castren & Snellman Attorneys at Law Ltd. (Lawyers)

Telephone: +358 0 20 7765 765  
Facsimile: +358 0 20 7765 001  
Address: P.O. Box 233, (Etelaesplanadi 14), Helsinki, 00131, Finland  
Website: www.castren.fi  
Contact: **Mr N. Langenskiold** +358 0 400 876 961 (Mobile)  
niklas.langenskiold@castren.fi  
**Mr R. Langenskiold** +358 0 400 529 298 (Mobile)  
rickard.langenskiold@castren.fi

**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:	<b>Capt. R. Skene</b>	+84 903 802 293 (Mobile) +84 8 3744 6247 (Home) richardskene@spica.com.vn
	<b>Mr L. Binh</b>	+84 903 831 442 (Mobile) +84 8 3771 2493 (Home) binh@spica.com.vn
	<b>Mr N. Hien</b>	+84 903 601 876 (Mobile) hien@spica.com.vn
	<b>Mr N. Tam</b>	+84 906 614 916 tam@spica.com.vn

**Seasia P&I Services – Vietnam**

Telephone:	+84 8 3914 2076	
Facsimile:	+84 8 3821 3956	
Address:	11 Nguyen Cong Tru Street, 1st Floor, District 1, Ho Chi Minh City, Vietnam	
E-mail:	vietnam@seasia-group.com	
Website:	www.seasia-group.com	
Contact:	<b>Mr N. Tap</b>	+84 903 909 314 (Mobile)

**HOBART Australia**

See Sydney

**HODEIDAH Yemen, Republic of****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	
E-mail:	hodship_1969@y.net.ye	
Website:	www.hodshipyemen.com	
Contact:	<b>Mr H. Kassim</b>	+967 733 248 414 (Mobile) +967 3 219 155 (Home) hassan.kassim@hodshipyemen.com
	<b>Mr M. Lobo</b>	+967 735 481 340 (Mobile) pnihod@hodshipyemen.com
	<b>Ms S. Noman</b>	+967 777 164 838 (Mobile) pnihod@hodship.net

**Gulf Agency Co. (Yemen) Ltd.**

See Aden

**HONG KONG Hong Kong****Charles Taylor P&I Management (Hong Kong)**

Telephone:	+852 2399 6120	
Facsimile:	+852 2399 6180	
Address:	17/F, OTB Building, 160 Gloucester Road, Wanchai, Hong Kong, Hong Kong	
E-mail:	pandi.hongkong@ctplc.com	
Contact:	<b>Ms L. Liu</b>	+852 6074 7903 (Mobile) lucinda.liu@ctplc.com
	<b>Mr K. C. Kung</b>	+852 5321 1700 (Mobile) kincheung.kung@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: mnakano@framenakano.com  
Website: www.framenakano.com

Contact:	<b>Mr M. Nakano</b>	+1 808 721 0547 (Mobile) mnakano@framenakano.com
	<b>Mr R. Frame</b>	+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: 5433 Westheimer, Suite 200, Houston, Texas, 77056,  
United States of America  
E-mail: pandi.houston@ctplc.com  
Website: www.ctplc.com

Contact:	<b>Ms S. Smith</b>	+1 713 202 5576 (Mobile) susan.smith@ctplc.com
	<b>Mr T. Jones</b>	+1 281 507 9061 (Mobile) thor.jones@ctplc.com
	<b>Ms L. Care</b>	+1 713 294 1267 (Mobile) lilian.care@ctplc.com

### Royston, Rayzor, Vickery & Williams LLP (Lawyers)

Telephone: +1 713 224 8380  
Facsimile: +1 713 225 9945  
Address: 1600 Smith Street, Suite 5000, Houston, Texas, 77002,  
United States of America  
E-mail: royston@roystonlaw.com  
Website: www.roystonlaw.com

Contact:	<b>Mr D. Walker</b>	+1 832 687 5337 (Mobile) david.walker@roystonlaw.com
	<b>Mr J. Unger</b>	+1 832 545 5279 (Mobile) john.unger@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:	<b>Mr J. Fernandez</b>	+34 625 344 413 (Mobile)
	<b>Mr R. Nieto</b>	+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:	<b>Mr A. Weatherill</b>	+44 7734 385 868 (Mobile) albert@mcauslands.com
	<b>Mr M. Weatherill</b>	+44 7734 385 869 (Mobile) mike@mcauslands.com
	<b>Mr L. Myers</b>	+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 9010  
Facsimile: +82 32 887 8806  
Address: Room No. 615, Jeongseok New Building, 366, Seohae-daero,  
Jung-gu, Incheon, South Korea  
E-mail: inchonhs@hyopsung.co.kr

Contact:	<b>Mr M. Nam</b>	+82 10 3720 5114 (Mobile) +82 32 472 4795 (Home)
	<b>Mr Y. Bag</b>	+82 10 5328 2143 (Mobile)
	<b>Mr J. Lee</b>	+82 10 2540 2269 (Mobile)

## INVERCARGILL New Zealand

See Auckland

## IQUIQUE Chile

See Valparaiso

## ISKENDERUN Turkey

### Omur Marine Ltd.

Telephone: +90 326 617 7635  
Facsimile: +90 326 613 9737  
Address: Savas Mah, Ataturk Bulvari, Unsal Han, no:10 Kat:4 D:1,  
Iskenderun, Turkey  
E-mail: omurmarine@omurmarine.com

Contact:	<b>Mr K. Dogan</b>	+90 532 311 9163 (Mobile) +90 326 618 7620 (Home) k.dogan@omurmarine.com
----------	--------------------	--

All correspondence through Istanbul office

## ISTANBUL Turkey

### Omur Marine Ltd.

Telephone:	+90 216 326 9949	
Facsimile:	+90 216 326 7838	
Address:	Kosuyolu Mahallesi, Kosuyolu Caddesi, Mahmut Yesari Sok No:45, Kosuyolu, Istanbul, 34718, Turkey	
E-mail:	omurmarine@omurmarine.com	
Contact:	<b>Mr A. Can Bozkurt</b>	+90 532 285 8994 (Mobile) a.canbozkurt@omurmarine.com
	<b>Mr C. Kircali</b>	+90 530 469 4598 (Mobile) c.kircali@omurmarine.com
	<b>Ms M. Ipeklioglu</b>	+90 531 161 1651 (Mobile) m.ipeklioglu@omurmarine.com
	<b>Mr R. Ersan</b>	+90 531 161 1653 (Mobile) m.ersan@omurmarine.com
	<b>Ms G. Akbas</b>	+90 531 161 1652 (Mobile) g.akbas@omurmarine.com

Emergency phone number: +90 538 272 1273

## 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:	1740-1 Sok. No:14 D:5, Karsiyaka, Izmir, 35220, Turkey	
E-mail:	omurmarine@omurmarine.com	
Contact:	<b>Capt. H. Ozorten</b>	+90 532 613 8537 (Mobile) +90 232 368 1731 (Home) h.ozorten@omurmarine.com

Emergency phone number: +90 538 272 1273. 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:	<b>Mr G. Gabel Jr.</b>	+1 904 655 5155 (Mobile) george.gabel@hklaw.com
	<b>Ms S. Judas</b>	+1 904 910 0354 (Mobile) suzanne.judas@hklaw.com
	<b>Mr T. Conner</b>	+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:	<b>Mr G. Tampubolon</b>	+62 816 807 679 (Mobile) guntur.tampubolon@ctplc.com
	<b>Mr F. Yudie</b>	+62 811 104 4970 (Mobile) frans.yudie@ctplc.com
	<b>Capt. A. Darma</b>	+62 816 810 185 (Mobile) alam.darma@ctplc.com
	<b>Mr B. Juniarto</b>	+62 811 104 4973 (Mobile) boby.juniarto@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	
Contact:	<b>Mr H. Omar</b>	+966 567 774 277 (Mobile)
	<b>Mr M. Mattar</b>	+966 505 697 553 (Mobile)
	<b>Capt. L. Heron</b>	+966 504 667 728 (Mobile)

## 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:	<b>Capt. S. Balabanov</b>	+7 906 2 37 98 00 (Mobile) sbalab@038.ru
	<b>Ms D. Kovalenko</b>	+7 906 2 13 50 64 (Mobile) pandi@038.ru

## 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:	irfan.vazeer@finlayskhi.com	
Website:	www.finlays.net	
Contact:	<b>Mr S. Ali</b>	+92 345 200 9937 (Mobile) sta1@finlayskhi.com
	<b>Mr I. Vazeer</b>	+92 345 200 9900 (Mobile) irfan.vazeer@finlayskhi.com
	<b>Mr S. Shah</b>	+92 345 200 9910 (Mobile) has@finlayskhi.com

## KEELUNG Taiwan

See Taipei

## KETCHIKAN Alaska, U.S.A.

See Anchorage

## KHARG ISLAND Iran

### Iran Group of Surveyors

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

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

## KHERSON Ukraine

See Odessa

## KHOR FAKKAN United Arab Emirates

See Dubai

## KHORRAMSHAHR Iran

### Iran Group of Surveyors

Telephone:	+98 63242 31221	
Facsimile:	+98 63242 30611	
Address:	2nd Floor, Zaher Bldg, Next to Alzahra Hospital, Beital Moghadas's Blvd, Khorramshahr, Iran	
Contact:	<b>Mr A. Abolhassani</b>	+98 916 131 9372 (Mobile)

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

## 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:	<b>Mr V. Schwampe</b>	+49 171 407 1178 (Mobile) v.schwampe@sartori-berger.de
	<b>Mr M. Hartmann</b>	+49 171 430 7033 (Mobile) m.hartmann@sartori-berger.de
	<b>Mr J. Funck</b>	+49 171 414 6028 (Mobile) j.funck@sartori-berger.de

## KIEV Ukraine

### CIS Pandi Services

See Odessa

## 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: admin@shipownerspandiservicesjm.com  
Website: www.maritconsultja.com

Contact: **Mr E. Williams** +1 876 329 9925 (Mobile)  
+1 876 868 3357 (Home)  
errol.williams  
@shipownerspandiservicesjm.com

**Capt. A. Smith** +1 876 817 3536 (Mobile)  
+1 876 925 3716 (Home)  
maritconsult@cwjamaica.com

### Caribbean Marine and P&I Services Ltd.

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

Contact: **Capt. F. Henry** +1 876 999 2523 (Mobile)  
frankhenry@carimar-pandi.com

**Mr R. Sugden** +1 954 854 1093 (Mobile)  
ralphsugden@carimar-pandi.com

## KINSHASA Congo, Democratic Republic of

### Budd Congo (Kinshasa) c/o Safety Marine Office splr

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

Contact: **Mr R. Kasangu** +243 851 927 086 (Mobile)  
remykasangu@yahoo.fr

**Mr P. Mukendi** +243 851 212 321 (Mobile)  
paul\_mukendi@yahoo.fr

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.lv  
Website: www.pandibalt.lv

Contact: **Capt. A. Dubrovskij** +370 6983 1457 (Mobile)

**Mr O. Drobitko** +370 6553 9609 (Mobile)  
drobitko.oleg@pandi.lv

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

## KOBE Japan

See Tokyo

## KOLKATA (CALCUTTA) 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: claims@jamesmackintosh.com  
Website: www.jamesmackintosh.com

Contact: **Mr N. Mukherjee** +91 98 3002 0527 (Mobile)  
nmukherjee.cal  
@jamesmackintosh.com

**Mr S. Chakraborty** +91 98 3002 4510 (Mobile)  
schakraborty.cal  
@jamesmackintosh.com

## KOPER Slovenia

### IBC & Co. Ltd. Koper

Telephone: +386 5 631 4702  
Facsimile: +386 5 631 4703  
Address: Ferrarska Ulica 10, SI - 6000, Koper, 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 M. Zovko** +386 70 756 667 (Mobile)  
marko.zovko@ibc-co.eu

**Mr J. Sotlar** +386 70 425 245 (Mobile)  
jaka.sotlar@ibc-co.eu

## KOTA KINABALU Malaysia

### Harrisons Sabah Sdn. Bhd.

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

Contact: **Mr Y. 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)

### SPICA Services (M) Sdn. Bhd.

Telephone: +60 88 386 619  
Facsimile: +60 88 435 619  
Address: Lot 26A, Jalan Kilang, Sedco Industrial Estate, Kolombong, 51/2 Miles, Jalan Tuaran, 88450, Kota Kinabalu, Sabah, 88450, Malaysia  
E-mail: kkclaims@spica.com.my

Contact: **Mr R. Radzi** +60 12 332 7054 (Mobile)  
razif@spica.com.my

## KUCHING Malaysia

### Harrisons Sarawak Sdn. Bhd.

Telephone:	+60 88 222 110	
Facsimile:	+60 88 222 457	
Address:	Lot 8940, 1st Floor, 21/2 Mile Jalan Pending, Kuching, Sarawak, 93450, Malaysia	
E-mail:	htkk.ship@harrisons.com.my	
Contact:	<b>Mr Y. Guan</b>	+60 19 851 3628 (Mobile) +60 88 269 848 (Home) hgyap@harrisons.com.my
	<b>Ms A. Chua</b>	+60 16 833 0767 (Mobile) +60 88 413 613 (Home)

## KUWAIT Kuwait

### Gulf Agency Co. (Kuwait) Ltd.

Telephone:	+965 222 05 800	
Facsimile:	+965 243 47 325	
Address:	Faisal Centre, Ground Floor, Dajeej, Farwaniya, Safat, Kuwait	
E-mail:	claims.kuwait@gac.com	
Website:	www.gac.com/kuwait	
Contact:	<b>Mr F. Borges</b>	+965 9975 1960 (Mobile) filandro.borges@gac.com
	<b>Mr H. Bazarwala</b>	+965 2220 5895 (Work) hussain.bazarwala@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:	<b>Capt. A. Cabado</b>	+34 670 882 454 (Mobile)
	<b>Ms M. Castro</b>	+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:	<b>Mr L. del Moral</b>	+34 670 497 170 (Mobile)
	<b>Mr S. Niederle</b>	+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, La Rochelle-Pallice, 17009, France	
E-mail:	larochelle@mcleans.fr	
Contact:	<b>Ms V. Ringeard</b>	+33 6 8000 8744 (Mobile) vringeard@mcleans.fr
	<b>Ms C. Marrades</b>	+33 6 7613 3111 (Mobile) cmarrades@mcleans.fr
	<b>Mr P. Garo</b>	+33 6 0779 2028 (Mobile) pgaro@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: **Ms T. Adomokai** +234 809 111 3249 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille +334 9114 0460. After office hours S. Webster +33 613 621 389 or consult website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency numbers

### 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 20 7613 0131, e-mail: [africamarine@aol.com](mailto: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 (Lawyers)

See Beaumont

## LARNACA Cyprus

### Elias Marine Consultants Ltd.

See Limassol



## LAS PALMAS 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, 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 (Lawyers)

Telephone: +963 41 461 333  
Facsimile: +963 41 461 332  
Address: Onji Building, 2nd Floor, 8 Azar Street, P.O. Box 132,  
Lattakia, Syria  
E-mail: 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, 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, Le Havre, 76600, France  
E-mail: cboutigny@boutigny.fr  
Contact: **Mr C. Boutigny** +33 6 0854 5134 (Mobile)  
**Mr Cl. Boutigny** +33 6 8587 2754 (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:	<b>Mrs M. Ribeiro</b>	+351 919 370 541 (Mobile) maria.helena@pintobasto.com
	<b>Mr J. Azeredo</b>	+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	
E-mail:	tci-libreville@tci-africa.com	
Website:	www.eltvedtosullivan.com	
Contact:	<b>Mrs G. Du Perray</b>	+241 06 07 88 11 (Mobile) guillaume.duperray@bollore.com
	<b>Ms J. Mensah-Okili</b>	+241 06 23 58 06 (Mobile) juliette.mensah-okili@bollore.com

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille +334 9114 0460. After office hours S. Webster +33 613 621 389 or consult website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency numbers

## LICATA Italy

See Palermo

## LIEPAJA Latvia

See Riga

## LIMA Peru

### Interlog Servicios S.A.C.

Telephone:	+51 1 475 2930	
Facsimile:	+51 1 475 2936	
Address:	Calle Virtud y Union 160, (ex Calle 12), Lima, 27, Peru	
E-mail:	interlog@interlog.com.pe	
Contact:	<b>Mr F. Arca Patino</b>	+51 997 585 105 (Mobile) +51 1 344 2812 (Home) farcap@interlog.com.pe
	<b>Ms C. Paoli C.</b>	+51 993 539 273 (Mobile) +51 1 345 1717 (Home) cpaolic@interlog.com.pe

Alternative office number: +51 1 475 2938

## LIMASSOL Cyprus

### Elias Marine Consultants Ltd.

Telephone:	+357 25 800 800	
Facsimile:	+357 25 800 801	
Address:	Platinum Crest, 18 Loizou Askani Street, Limassol, 3110, Cyprus	
E-mail:	emco@eliasmarine.com	
Contact:	<b>Mr R. Dergham</b>	+357 99 670 228 (Mobile) +357 25 331 434 (Home) ir.dergham@eliasmarine.com
	<b>Mrs K. Louca</b>	+357 99 670 297 (Mobile) +357 25 722 234 (Home) k.louca@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:	<b>Mr T. Papartemis</b>	+357 25 867 000 (Work) mail@francoudi.com

## LIRQUEN Chile

See Valparaiso

## LISBON Portugal

### Pinto Basto Comercial, Lda.

Telephone:	+351 213 230 400	
Facsimile:	+351 213 471 231	
Address:	Av. 24 de Julho, 1-D, Lisbon, 1200-478, Portugal	
E-mail:	geral@pintobasto.com	
Website:	www.pintobasto.com	
Contact:	<b>Ms V. Mexia</b>	+351 918 774 599 (Mobile) vera.mexia@pintobasto.com
	<b>Ms A. Conde</b>	+351 917 559 918 (Mobile) ana.conde@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:	<b>Mr J. Medeiros Cosme</b>	+351 214 523 282 (Home) medeiroscosme@mail.telepac.pt

24 hours emergency phone number: +351 916 255 763

## 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, Leghorn,  
57014, Italy

E-mail: livorno@ferpandi.com

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

24 hours emergency phone number: +39 335 794 2297

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

See New York

**Keesal Young & Logan  
(Lawyers)**Telephone: +1 562 436 2000  
Facsimile: +1 562 436 7416  
Address: 400 Oceangate, Long Beach, California, 90802,  
United States of America

Contact:	<b>Mr A. Peacock</b>	+1 310 902 8565 (Mobile) +1 310 373 0325 (Home) al.peacock@kyl.com
	<b>Mr J. Marissen</b>	+1 562 225 9368 (Mobile) +1 714 983 7851 (Home) james.marissen@kyl.com
	<b>Mr G. Piper</b>	+1 562 208 2036 (Mobile) +1 949 509 7901 (Home) glen.piper@kyl.com
	<b>Ms E. Beazley</b>	+1 310 963 9885 (Mobile) +1 714 965 0026 (Home) elizabeth.beazley@kyl.com
	<b>Mr D. Tong</b>	+1 562 221 2823 (Mobile) david.tong@kyl.com

**LORIENT France**

See Donges

**LOS ANGELES Ca., U.S.A.**

See Long Beach

**LUANDA Angola****Pinto Basto (Angola)**Telephone: +244 222 333 242  
Facsimile: +244 222 372 355  
Address: Rua Rainha Ginga, No. 187, R/c, Lojas L,M&N, Luanda, Angola  
E-mail: piangola@pintobasto.com  
Website: www.pintobasto.com

Contact:	<b>Ms V. Figueiredo</b>	+244 914 950 884 (Mobile)
	<b>Ms M. Helena</b>	+351 919 370 541 (Mobile) maria.helena@pintobasto.com
	<b>Mr J. Azeredo</b>	+351 912 231 134 (Mobile) joao.azeredo@pintobasto.com

In all requests please add Pinto Basto Portugal: vera.mexia@pintobasto.com, mobile: +351 918 774 599

**Budd (Angola) c/o Mainstay**Telephone: +244 226 215 177  
Facsimile: +244 226 215 177  
Address: Rua Comandante Erico, No. 45, 1° andar Apto. A,  
Bairro Patrice Lumumba (Cruzeiro), Luanda, Angola  
E-mail: budd.angola@budd-pni.com

Contact:	<b>Mr F. Bonfim</b>	+244 912 500 503 (Mobile) filipe.bonfim@budd-pni.com
	<b>Mr H. Simba</b>	+244 924 868 783 (Mobile) hilario.simba@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

See Auckland

MAALOY Norway

**Advokat Firmaet Holvik & Angelshaug AS**

Telephone: +47 5785 3416  
Facsimile: +47 5784 4943  
Address: P.O. Box 425, Maaloy, 6701, Norway  
Contact: **Mr 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 99976 6323 (Mobile)  
willmcz@williams.com.br

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.huntdeltel.com  
Contact: **Mr V. Didon** +248 2 525 823 (Mobile)  
+248 4 355 184 (Home)  
vincent.didon@huntdeltel.com  
**Mr J. Houareau** +248 2 531 235 (Mobile)  
jonathan.houareau@huntdeltel.com  
**Mr C. Houareau** +248 2 513 475 (Mobile)  
christophe.houareau@huntdeltel.com

MALABO Equatorial Guinea

**Budd Equatorial Guinea  
(Malabo)**

Telephone: +240 333 090 567  
Facsimile: +240 333 090 568  
Address: c/o 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: **Mrs S. Moume** +237 677 789 100 (Mobile)  
suzanne.moume@budd-pni.com  
**Mr P. Sharma** +240 222 241 374 (Mobile)  
shipping-assist.malabo  
@image-sa.com  
**Mr J. Cortes** +346 76 317 919 (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

## 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  
admin@thwilson.com  
Website: thomaswilson@vnet.es

Contact:	<b>Mr T. Tuite</b>	+34 670 624 193 (Mobile)
	<b>Mr M. Rico</b>	+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:	<b>Mr M. Pomar</b>	+55 92 98216 0220 (Mobile)
----------	--------------------	----------------------------

## MANGALORE India

### James Mackintosh & Co. Pvt. Ltd.

Telephone: +91 824 245 1312  
Facsimile: +91 824 245 1311  
Address: S9, Pam Arcade, Kottara, Ashoknagar, Mangalore, Karnataka State, 575 006, India  
E-mail: mgl@jamesmackintosh.com  
Website: www.jamesmackintosh.com

Contact:	<b>Mr N. Pai</b>	+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  
claimsservices@claimsservices.com.ph

Contact:	<b>Mr H. Lim</b>	+63 918 904 5287 (Mobile) henson.lim@claimsservices.com.ph
	<b>Ms R. Romero</b>	+63 918 912 6417 (Mobile) ruth.romero@claimsservices.com.ph
	<b>Ms J. Lalicon-Felizardo</b>	+63 999 993 7178 (Mobile) judyann.felizardo@claimsservices.com.ph
	<b>Mr C. Cardenas</b>	+63 999 993 7179 (Mobile) cezar.cardenas@claimsservices.com.ph

Alternative office numbers: +63 2 524 1846 - 48

## 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:	3dmarinelat@gmail.com	
Contact:	<b>Mr K. Urdaneta</b>	+58 261 749 3360 maracaibo@3dmarine.com
	<b>Ms Y. Alvarez</b>	+58 414 361 7818 alvarezyaritza36@yahoo.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:	Admirala Lunina Avenue, Building 18, Office 3, Mariupol, 87510, Ukraine	
E-mail:	aps@pandi.com.ua	
Website:	www.pandi.com.ua	
Contact:	<b>Mr A. Nikityuk</b>	+380 676 211 006
	<b>Mr D. Filatov</b>	+380 676 252 516

**CIS Pandi Services**

Telephone:	+380 629 413 364	
Facsimile:	+380 629 413 364	
Address:	1 Chernomorskaya Street, Apartment 21, Mariupol, 87517, Ukraine	
E-mail:	mariupol@cispandi.com	
Contact:	<b>Mr S. Khadzhiyskiy</b>	+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:	<b>Mr D. O'Sullivan</b>	+33 6 0369 0323 (Mobile) dosullivan@eltvedtosullivan.com
	<b>Ms S. Lions</b>	+33 6 1540 6848 (Mobile) slions@eltvedtosullivan.com
	<b>Mr J. Kokou</b>	+33 6 1135 8697 (Mobile) jkokou@eltvedtosullivan.com
	<b>Ms D. Boularot</b>	+33 6 0958 0697 (Mobile) dboularot@eltvedtosullivan.com
	<b>Ms V. Desperrier</b>	+33 6 1510 7106 (Mobile) vdesperrier@eltvedtosullivan.com
	<b>Mr S. Webster</b>	+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:	<b>Mr P. Garo</b>	+33 6 0779 2028 (Mobile) pgaro@mcleans.fr
	<b>Mr M. Gignoux</b>	+33 6 8668 4527 (Mobile) mgignoux@mcleans.fr

## MATADI Congo, Democratic Republic of

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

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

Contact:	<b>Mr W. Nganga</b>	+243 855 120 678 (Mobile)
	<b>Mr P. Mbambi</b>	+243 998 099 144 (Mobile)
	<b>Mr S. Dialungana</b>	+243 819 057 411 (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 5424 1224  
Facsimile: +61 3 8677 1801  
Address: P.O. Box 16, Port Melbourne, Victoria, 3207, Australia  
E-mail: [service@baysideshipping.com](mailto:service@baysideshipping.com)

Contact: **Ms A. Evered** +61 438 663 466 (Mobile)  
[alex@baysideshipping.com](mailto:alex@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](mailto:steve@baysideshipping.com)

### Holman Fenwick Willan (Lawyers)

Telephone: +61 3 8601 4500  
Facsimile: +61 3 8601 4555  
Address: Level 41, 600 Bourke Street, Melbourne, Victoria, 3000, Australia

Contact: **Mr G. Vallely** +61 416 052 023 (Mobile)  
[gavin.vallely@hfw.com](mailto:gavin.vallely@hfw.com)

**Mr R. Springall** +61 416 052 015 (Mobile)  
[robert.springall@hfw.com](mailto:robert.springall@hfw.com)

## MERSIN Turkey

### Omur Marine Ltd.

Telephone: +90 324 232 2953  
Facsimile: +90 324 233 6360  
Address: Nusretiye Mahallesi Uray Cad, Güvenç Is Merkezi,  
Mersin, Turkey  
E-mail: [omurmarine@omurmarine.com](mailto:omurmarine@omurmarine.com)

Contact: **Mr K. Dogan** +90 532 311 9163 (Mobile)  
[k.dogan@omurmarine.com](mailto:k.dogan@omurmarine.com)

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

## MESSINA Italy

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

Telephone: +39 0904 6977  
Facsimile: +39 0905 1012  
Address: Corso Garibaldi 267/A, Messina, Sicily, 98122, Italy  
E-mail: [garbutt@carboymessina.com](mailto:garbutt@carboymessina.com)

Contact: **Capt. D. Blandina** +39 348 650 0891 (Mobile)  
**Mr S. Garbutt** +39 347 685 4837 (Mobile)  
[garbutt@carboymessina.com](mailto:garbutt@carboymessina.com)

### Tagliavia Co. S.r.l.

[See Palermo](#)

## MEXICO CITY Mexico

### Charles Taylor Adjusting

Telephone: +52 55 3000 1880  
Facsimile: +52 55 3000 1889  
Address: Orizaba 32, Col Roma Norte, Del Cuauhtemoc, Mexico City,  
CP 06700, Mexico

Contact: **Mr F. Ramirez** +52 1 55 5217 2564 (Mobile)  
[felipe.ramirez@ctplc.com](mailto:felipe.ramirez@ctplc.com)

**Mr A. Martinez** +52 1 55 5455 2065 (Mobile)  
[alejandro.martinez@ctplc.com](mailto:alejandro.martinez@ctplc.com)

**Mr F. Leon** +52 1 55 4950 4212 (Mobile)  
[fernando.leon@ctplc.com](mailto:fernando.leon@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 Centre One, 8950 SW 74th Court, Suite 1710, Miami,  
Florida, 33156, United States of America

Website: www.dkmaritime.com

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

See Chicago

**MINA AL FAHAL Oman, Sultanate of**

See Muscat

**MIRI Malaysia****Harrisons Sarawak Sdn.  
Bhd.**Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: Lot 45 & 47, Block 10, 1st KM, Jalan Lutong-Kuala Baram,  
Kuala Baram Land District, Miri, Sarawak, 98000, Malaysia  
E-mail: htkk.ship@harrisons.com.my

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

**MISURATA Libya**

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:	<b>Mr T. Rue</b>	+1 251 604 4544 (Mobile) true@maynardcooper.com
	<b>Mr D. Hannan</b>	+1 251 454 8920 (Mobile) dhannan@maynardcooper.com
	<b>Mr J. Betzebe</b>	+1 251 401 6217 (Mobile) jbetzebe@maynardcooper.com
	<b>Mr J. Segarra</b>	+1 251 421 2667 (Mobile) bsegarra@maynardcooper.com

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

Telephone: +252 1 215 635  
 Facsimile: +252 2 572 036  
 Address: 1st July Street, P.O. Box 126, Mogadishu, Somalia  
 E-mail: omaarco2@yahoo.com

Contact:	<b>Mr A. Ali</b>	+252 2447 1058 (Mobile)
	<b>Mr O. Dualeh</b>	+252 2442 7016 (Mobile)
	<b>Mr S. Mohamed</b>	+252 6157 77714 (Mobile)

**MOJI AND WESTERN JAPANESE PORTS Japan**

See Tokyo

**MOKHA Yemen, Republic of****The Hodeidah Shipping & Transport Co. (SYC)**

See Hodeidah

**Gulf Agency Co. (Yemen) Ltd**

See Aden

**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:	<b>Capt. M. Ittiso</b>	+254 733 803 226 (Mobile)
	<b>Mr L. Gishoi</b>	+254 727 351 865 (Mobile)

## MONACO Monaco

### Mazier & Ballini Law Office

Telephone:	+377 9777 8090	
Facsimile:	+377 9777 8091	
Address:	G. Pastor Centre, 7 Rue du Gabian, Monte Carlo, 98000, Monaco	
E-mail:	info@mblawoffice.eu	
Contact:	<b>Mr E. Mazier</b>	+377 6079 36909 (Mobile) enrico.mazier@mblawoffice.eu
	<b>Ms I. Ballini</b>	+336 406 29385 (Mobile) irene.ballini@mblawoffice.eu

## MONFALCONE Italy

See Trieste

## MONGSTAD Norway

### GAC Norway AS

Telephone:	+47 4831 5010	
Address:	Nordic House, Litlaas 8, Mongstad, 5954, Norway	
E-mail:	norway@gac.com/norway	
Website:	www.gac.com/norway	
Contact:	<b>Ms S. Maskhulia</b>	+47 9100 5803 (Mobile) salomea.maskhulia@gac.com
	<b>Mr A. Ozsoy</b>	+47 9920 2526 (Mobile) ahmet.ozsoy@gac.com
	<b>Mr M. Hamre</b>	+47 9201 0684 (Mobile) morten.hamre@gac.com
	<b>Mr J. Chua</b>	+47 9087 8841 (Mobile) jermyn.chua@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:	<b>Mr H. Brunson</b>	+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:	<b>Capt. A. Laborde</b>	+598 95 60 96 51 (Mobile) alejandro.laborde@chw.com.uy
	<b>Mr B. Polo</b>	+598 95 65 91 15 (Mobile) bettina.polo@chw.com.uy
	<b>Capt. J. Hudson</b>	+598 95 60 92 51 (Mobile) juan.hudson@chw.com.uy

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:	<b>Mr P. Rozum</b>	+1 514 594 6443 (Mobile) +1 514 694 3876 (Home) peter.rozum@shipassurance.ca
	<b>Mr A. Loiseau</b>	+1 514 945 8884 (Mobile) +1 450 699 7400 (Home) alan.loiseau@shipassurance.ca
	<b>Mr S. Rozum</b>	+1 514 865 3876 (Mobile) sean.rozum@shipassurance.ca

**Brisset Bishop**  
(Lawyers)

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:	<b>Mr V. DeMarco</b>	+1 514 984 4410 (Mobile) victordemarco@brissetbishop.com
	<b>Mr N. Spillane</b>	+1 514 248 5557 (Mobile) nickspillane@brissetbishop.com
	<b>Ms D. Dion</b>	+1 514 984 4417 (Mobile) danieledion@brissetbishop.com
	<b>Mr D. Colford</b>	+1 514 389 7168 (Home) davidcolford@brissetbishop.com

**Borden Ladner Gervais LLP**  
(Lawyers)

Telephone:	+1 514 879 1212	
Facsimile:	+1 514 954 1905	
Address:	1000, rue De La Gauchetière Ouest, Suite 900, Montreal, Quebec, H3B 5H4, Canada	
E-mail:	admiralty@blg.com	
Contact:	<b>Mr J. Bolger</b>	+1 514 836 4088 (Mobile) jbolger@blgcanada.com
	<b>Mr P. Pamel</b>	+1 514 714 3169 (Mobile) ppamel@blg.com
	<b>Mr D. McGuire</b>	+1 514 710 3105 (Mobile) dmcguire@blg.com
	<b>Mr J. Fontaine</b>	+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](mailto:pni.cb@chowgule.co.in)  
 Website: [www.chowgulebros.com](http://www.chowgulebros.com)

Contact:	<b>Mr G. Dias</b>	+91 982 060 5558 (Mobile) <a href="mailto:gladwyn.cb@chowgule.co.in">gladwyn.cb@chowgule.co.in</a>
	<b>Mr S. Shetye</b>	+91 942 244 5801 (Mobile) <a href="mailto:sshetye.cb@chowgule.co.in">sshetye.cb@chowgule.co.in</a>

**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](mailto:moscow@cispandi.com)

Contact:	<b>Ms A. Shumeyko</b>	+7 905 246 0550 (Mobile)
----------	-----------------------	--------------------------

**Jurinflot International  
 Law Firm**  
 (Lawyers)

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](mailto:jurin@jurinflot.ru)

Contact:	<b>Mr V. Ermolaev</b>	+7 495 763 0382 (Mobile) <a href="mailto:jurinflot-ermolaev@lawyer.com">jurinflot-ermolaev@lawyer.com</a>
	<b>Ms N. Usanova</b>	+7 916 613 5822 (Mobile) <a href="mailto:natalia.usanova@jurinflot.ru">natalia.usanova@jurinflot.ru</a>
	<b>Mr A. Ermolaev</b>	+7 916 353 3274 (Mobile) <a href="mailto:alexv.ermolaev@gmail.com">alexv.ermolaev@gmail.com</a>

**MOSTYN United Kingdom**

See Liverpool

**MOUNT MAUNGANUI New Zealand**

See Auckland

## MUMBAI India

### James MacKintosh & Co. Pvt. Ltd.

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

Contact:	<b>Mr H. Commissariat</b>	+91 98 2004 4780 (Mobile) hcommissariat @jamesmackintosh.com
	<b>Mr F. Commissariat</b>	+91 98 2004 4781 (Mobile) fcommissariat @jamesmackintosh.com
	<b>Mr G. Jacob</b>	+91 98 2007 6119 (Mobile) +91 250 238 1382 (Home) gjacob@jamesmackintosh.com
	<b>Mr S. D'Souza</b>	+91 98 2045 1713 (Mobile) +91 250 238 2941 (Home) sdsouza@jamesmackintosh.com

After hours emergency mobile no: +91 98 2060 4040

## MURMANSK Russia

See Kaliningrad

## MUSCAT Oman, Sultanate of

### 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, Sultanate of Oman  
Website: www.iss-shipping.com

Contact:	<b>Mr D. Bhat</b>	+968 9217 0895 (Mobile) divya.bhat@iss-shipping.com
----------	-------------------	--

## NAGASAKI Japan

See Tokyo

## NAGOYA Japan

See Tokyo

## NAKHODKA Russia

### CIS Pandi Services

Telephone: +7 423 677 2033  
Facsimile: +7 423 664 4630  
Address: 43 Postysheva St., Apt. 200, Nakhodka, 692918, Russia  
E-mail: nakhodka@cispandi.com

Contact:	<b>Ms S. Min</b>	+7 423 677 2033 (Mobile)
	<b>Mr O. Onoprienko</b>	+7 423 270 1403 (Mobile)

## NANTES France

See Saint Nazaire

## NAPIER New Zealand

See Auckland



## NAPLES Italy

### Ferpandi S.r.l.

Telephone: +39 081 551 4853  
Facsimile: +39 081 551 1617  
Address: Piazza Municipio 84, Naples, 80133, Italy  
E-mail: [napoli@ferpandi.com](mailto:napoli@ferpandi.com)

Contact:	<b>Mr E. Iacono</b>	+39 335 876 3399 (Mobile)
	<b>Ms M. Maresca</b>	+39 331 640 8497 (Mobile)

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

### Studio Legale Castaldo, Magliulo & Associati (Lawyers)

Telephone: +39 081 552 3200  
Facsimile: +39 081 551 0776  
Address: Via A. Depretis 51, Naples, 80133, Italy  
E-mail: [studio@castaldomagliuloassociati.it](mailto:studio@castaldomagliuloassociati.it)

Contact:	<b>Avv. G. Borriello</b>	+39 331 416 6141 (Mobile) <a href="mailto:g.borriello@studiocastaldo.net">g.borriello@studiocastaldo.net</a>
	<b>Mr V. Sotunde</b>	+39 348 590 0937 (Mobile) v.sotunde <a href="mailto:@castaldomagliuloassociati.it">@castaldomagliuloassociati.it</a>
	<b>Mr S. Castaldo</b>	+39 334 687 1532 (Mobile) s.castaldo <a href="mailto:@castaldomagliuloassociati.it">@castaldomagliuloassociati.it</a>

### Studi Legali Consociati (Lawyers)

Telephone: +39 081 428 8242  
Facsimile: +39 081 551 8341  
Address: Piazza G. Bovio 22, Naples, 80133, Italy

Contact:	<b>Avv. V. Porzio</b>	+39 335 753 5856 (Mobile) <a href="mailto:vittorio.porzio@slconsociati.com">vittorio.porzio@slconsociati.com</a>
	<b>Mr A. Serino</b>	+39 335 753 5855 (Mobile) <a href="mailto:alberto.serino@slconsociati.com">alberto.serino@slconsociati.com</a>
	<b>Avv. G. Porzio</b>	+39 335 753 5851 (Mobile) <a href="mailto:giancarlo.porzio@slconsociati.com">giancarlo.porzio@slconsociati.com</a>

## NASSAU Bahamas

### West Atlantic Marine

See Freeport

### Dupuch & Turnquest & Co. (Lawyers)

Telephone: +1 242 393 3226  
Facsimile: +1 242 393 6807  
Address: 308 East Bay Street, P.O. Box 8181, Nassau, Bahamas  
E-mail: [dturnco@gmail.com](mailto:dturnco@gmail.com)

Contact:	<b>Mr G. McCartney</b>	+1 242 322 5320
	<b>Ms C. Lashley</b>	+1 242 325 2404 <a href="mailto:clashley@coralwave.com">clashley@coralwave.com</a>

## 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 & Tompkins  
(Lawyers)**

Telephone: +1 504 523 0400  
 Facsimile: +1 504 523 5574  
 Address: One Shell Square, 701 Poydras Street, Suite 400, New Orleans,  
 Louisiana, 70139, United States of America

E-mail: [firm@mrsnola.com](mailto:firm@mrsnola.com)

Contact:	<b>Mr R. Murphy</b>	+1 504 495 2042 (Mobile) +1 504 834 8466 (Home) <a href="mailto:rmurphy@mrsnola.com">rmurphy@mrsnola.com</a>
	<b>Mr P. Sloss</b>	+1 504 615 1200 (Mobile) <a href="mailto:psloss@mrsnola.com">psloss@mrsnola.com</a>
	<b>Mr C. Whited</b>	+1 513 505 9698 (Mobile) +1 504 899 4997 (Home) <a href="mailto:cwhited@mrsnola.com">cwhited@mrsnola.com</a>
	<b>Mr P. Tompkins</b>	+1 504 451 3640 (Mobile) +1 504 899 1052 (Home) <a href="mailto:ptompkins@mrsnola.com">ptompkins@mrsnola.com</a>

**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](mailto:pandi.newyork@ctplc.com)

Website: [www.ctplc.com](http://www.ctplc.com)

Contact:	<b>Mr L. Lambert</b>	+1 973 444 2683 (Mobile) <a href="mailto:leroy.lambert@ctplc.com">leroy.lambert@ctplc.com</a>
	<b>Ms L. O'Loughlin</b>	+1 646 321 1494 (Mobile) <a href="mailto:leanne.oloughlin@ctplc.com">leanne.oloughlin@ctplc.com</a>
	<b>Ms R. Hamra</b>	+1 646 321 2146 (Mobile) <a href="mailto:rebecca.hamra@ctplc.com">rebecca.hamra@ctplc.com</a>
	<b>Mr P. Black</b>	+1 917 412 1773 (Mobile) <a href="mailto:peter.black@ctplc.com">peter.black@ctplc.com</a>

**NEWCASTLE Australia****Bayside Shipping Services  
Pty Ltd.**[See Sydney](#)

## 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:	<b>Mr L. Loizou</b>	+357 99 440 211 (Mobile)
	<b>Mr T. Kritikos</b>	+357 99 615 669 (Mobile)

### Elias Marine Consultants Ltd.

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:	<b>Mr M. Coberly</b>	+1 757 676 6771 (Mobile) mcoberly@vanblk.com
	<b>Mr E. Powers</b>	+1 757 287 6788 (Mobile) epowers@vanblk.com

### Troutman Sanders LLP (Lawyers)

Telephone:	+1 757 687 7500	
Facsimile:	+1 757 687 7510	
Address:	222 Central Park Avenue Suite 2000, Virginia Beach, Virginia, 23462, United States of America	
Website:	www.troutmansanders.com	
Contact:	<b>Mr J. Holloway</b>	+1 757 470 9690 (Mobile) john.holloway@troutmansanders.com
	<b>Mr J. Barlow</b>	+1 804 837 0427 (Mobile) jason.barlow@troutmansanders.com

## 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:	<b>Mr M. Lemine</b>	+222 3 630 5160 (Mobile)
	<b>Mr A. Diop</b>	+222 4 677 4782 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +334 9114 0460.  
After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com  
for full details of emergency contact numbers

### Budd Mauritania

Telephone: +222 4521 2306  
Address: Appartement 4, Immeuble Najah, 46, Avenue John Kennedy,  
Nouakchott, Mauritania  
E-mail: budd.mauritanie@budd-pni.com  
Website: www.budd-pni.com

Contact:	<b>Mr A. Alioune</b>	+222 4 676 7867 (Mobile)
----------	----------------------	--------------------------

In case of emergency or communication difficulties contact the Budd Group emergency phone number:  
+33 184 880 841 and copy all 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:	<b>Capt. A. Le Breton</b>	+687 781 084 (Mobile) jackalain@gmail.com
----------	---------------------------	--

Also via Paris: Mrs T. Mauduit +33 680 030402 mobile

## NOVOROSSIYSK Russia

### CIS Pandi Services

Telephone: +7 861 771 1533  
Facsimile: +7 861 771 1533  
Address: 95 Fabritchnaya Street, P.O. Box 139, Novorossiysk,  
353923, Russia  
E-mail: novo@cispandi.com  
Website: www.cispandi.com

Contact:	<b>Mr O. Shashkin</b>	+7 988 762 7563 (Mobile)
	<b>Ms D. Shashkin</b>	+7 988 343 4592 (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:	<b>Mr I. Cherezov</b>	+380 67 480 3434 (Mobile) +380 48 740 0042 (Home)
	<b>Mr D. Gololobov</b>	+380 67 480 4899 (Mobile) +380 48 737 0198 (Home) gololobov@dias-co.com
	<b>Mr A. Nanev</b>	+380 67 484 8656 (Mobile) +380 48 749 5400 (Home) nanev@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  
Website: www.cispandi.com

Contact:	<b>Mr P. Svertilov</b>	+380 67 484 6884 (Mobile)
	<b>Mr G. Markov</b>	+380 50 316 6536 (Mobile)
	<b>Ms O. Svertilova</b>	+380 93 233 4962 (Mobile)

## OLBIA Italy

See Cagliari

## OPORTO Portugal

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:	<b>Mr K. Presterud</b>	+47 22 9130 4104 (Mobile)
	<b>Mr T. Johansen</b>	+47 22 9713 2186 (Mobile)

## OSTEND Belgium

See Antwerp

## OWENDO Gabon

See Libreville

## PAGO PAGO American Samoa

### 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 Oritz 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: **Mr G. Tagliavia** +39 348 601 7625 (Mobile)  
gaetano.tagliavia@tagliaviapandi.it  
**Ms A. Rowell** +39 348 601 7621 (Mobile)  
ann.rowell@tagliaviapandi.it  
**Ms G. Tagliavia** +39 339 808 9130 (Mobile)  
giulia.argano@tagliaviapandi.it

## PALMA DE MALLORCA Spain

See Barcelona

## PAPEETE French Polynesia

### Agence Maritime de Fare Ute

Telephone: +689 40 425 561  
Facsimile: +689 40 428 608  
Address: BP 9100, Motu Uta, Papeete, Tahiti, 98715, French Polynesia  
E-mail: general@amfu.pf  
Website: www.tahiti-shipping.com  
Contact: **Mr B. Gilroy** +689 87 796 605 (Mobile)  
bgilroy@amfu.pf

## PARAMARIBO Surinam

### Independent Maritime Bureau (Suriname) N.V.

Telephone: +597 473 512  
Facsimile: +597 472 473  
Address: Dominestraat 34, P.O. Box 2924, Paramaribo, Surinam  
E-mail: hbromet@sr.net  
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:	Av. Arthur de Abreu 29-9° andar-Sala 10, Paranagua, 83203-210, Brazil	
E-mail:	pandi-png@pandi-png.com.br	
Website:	www.pandi-png.com.br	
Contact:	<b>Mr J. Frumento Filho</b>	+55 41 9978 2564 (Mobile) +55 41 3422 5505 (Home) frumento@pandi-png.com.br
	<b>Mr A. Abreu</b>	+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	
Address:	35 Avenue des Champs Elysees, Paris, 75008, France	
E-mail:	budd.paris@budd-pni.com	
Website:	www.budd-pni.com	
Contact:	<b>Mr J. Budd</b>	+33 6 0777 4117 (Mobile) james.budd@budd-pni.com
	<b>Mr P. Delaporte</b>	+33 6 0795 6026 (Mobile) philippe.delaporte@budd-pni.com
	<b>Ms R. Li</b>	+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

## PASAJES Spain

See Bilbao

## PENANG Malaysia

### Charles Taylor Adjusting

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	
Contact:	<b>Mr M. Seenaiyah</b>	+60 12 279 5195 (Mobile) manai.maran@ctplc.com
	<b>Ms Z. Kassim</b>	+60 17 677 5329 (Mobile) zabidah.kassim@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

Contact:	<b>Mr T. Cocks</b>	+61 418 925 546 (Mobile) tim@cocksmacnish.com.au
	<b>Mr A. Nichols</b>	+61 417 959 935 (Mobile) ashley@cocksmacnish.com.au
	<b>Mr W. Naseem</b>	+61 400 786 730 (Mobile) waqas@cocksmacnish.com.au
	<b>Mr P. Hopwood</b>	+61 408 931 649 (Mobile) paul@cocksmacnish.com.au

**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  
 E-mail: moller@blankrome.com  
 Website: www.blankrome.com

Contact:	<b>Mr J. Moller</b>	+1 215 630 0263 (Mobile) moller@blankrome.com
	<b>Mr J. Quinlan</b>	+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: cambodia@seasia-group.com  
 Website: www.seasia-group.com

Contact:	<b>Mr P. Sour</b>	+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:	<b>Mr P. Stephenson</b>	+30 6947 940 096 (Mobile) +30 2130 249 976 (Home) philip.stephenson@ctplc.com
	<b>Mr K. Samaritis</b>	+30 6955 806 101 (Mobile) konstantinos.samaritis@ctplc.com
	<b>Ms A. Doumeni</b>	+30 6951 006 764 (Mobile) anna.doumeni@ctplc.com
	<b>Mrs C. Soulaki</b>	+30 6951 974 152 (Mobile) christina.soulaki@ctplc.com
	<b>Ms A. Kallini</b>	+30 6977 402 510 (Mobile) angeliki.kallini@ctplc.com
	<b>Ms E. Kelesidou</b>	+30 6941 583 682 (Mobile) eva.kelesidou@ctplc.com

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

### N. Goyios – A. Nassikas (Lawyers)

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

Contact:	<b>Mr A. Nassikas</b>	+30 6944 283 809 (Mobile) +30 2106 716 817 (Home)
	<b>Mr A. Koutsofios</b>	+30 6972 794 229 (Mobile)
	<b>Mr C. Sotiriadis</b>	+30 6972 770 319 (Mobile)
	<b>Mr A. Rontiris</b>	+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

Contact:	<b>Ms J. Ward</b>	+44 7710 255 817 (Mobile) jw@djco.co.uk
	<b>Mr A. Fox</b>	+44 7710 251 793 (Mobile) af@djco.co.uk
	<b>Mr C. Patterson</b>	+44 7843 280 647 (Mobile) crp@djco.co.uk
	<b>Ms J. Gliddon</b>	+44 7766 558 453 (Mobile) jg@djco.co.uk

**POINTE A PITRE** Guadeloupe**McLeans FWI**

Telephone:	+33 6 9035 7023	
Address:	Maison Petrel, Dorville, Baie Mahault, 97122, Guadeloupe	
E-mail:	mcleansfwi@mcleans.fr	
Website:	www.mcleangroup.fr	
Contact:	<b>Mr L. Petrelluzzi</b>	+33 6 9035 7023 (Mobile) mcleansfwi@mcleans.fr
	<b>Mr P. Garo</b>	+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:	No. 9 Rue Ngabanzoko, Centre Ville La Cotiere, B.P. 5179, Pointe Noire, Republic of Congo	
E-mail:	tcipointenoire@yahoo.fr	
Contact:	<b>Mr I. Tall</b>	+242 06 662 6253 (Mobile) +242 06 664 4215 (Home)
	<b>Mr S. Tall</b>	+242 05 563 8198 (Mobile)
	<b>Mr P. Kinda</b>	+242 04 432 2177 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +334 9114 0460. After office hours S. Webster: +33 613 621 389 or consult website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com) for full details of emergency numbers

**PONTA DELGADA** Azores**Albano de Oliveira Sucre 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:	office@albanoagency.com	
Website:	www.albano-agency-azores.com	
Contact:	<b>Dr A. Raposo</b>	+351 917 765 828 (Mobile)
	<b>Mr R. Paulino</b>	+351 917 205 230 (Mobile)
	<b>Mr J. Raposo</b>	+351 917 287 275 (Mobile)
	<b>Mr R. Fragata</b>	+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:	<b>Mr M. Hogarth</b>	+509 3701 5414 maurice@hogarthsa.com
	<b>Ms M. Hogarth</b>	+509 3701 6668 marielyn@hogarthsa.com
	<b>Mr J. Hogarth</b>	+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**

See Auckland

**PORT DE BOUC France**

See Fos

**PORT ELIZABETH South Africa****P&I Associates (Pty) Ltd.**

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](http://www.bowman.co.za)

Contact:	<b>Mr C. Cunningham</b>	+27 82 806 6001 (Mobile) +27 21 794 1890 (Home) <a href="mailto:c.cunningham@bowman.co.za">c.cunningham@bowman.co.za</a>
	<b>Mr J. Prain</b>	+27 72 596 7658 (Mobile) +27 21 683 8288 (Home) <a href="mailto:j.prain@bowman.co.za">j.prain@bowman.co.za</a>
	<b>Mr A. Pike</b>	+27 83 295 3925 (Mobile) +27 31 764 1518 (Home) <a href="mailto:a.pike@bowman.co.za">a.pike@bowman.co.za</a>
	<b>Mr M. van Velden</b>	+27 82 461 6256 (Mobile) <a href="mailto:m.vanvelden@bowman.co.za">m.vanvelden@bowman.co.za</a>

24 hours emergency contact number: +27 21 480 7920

**PORT EVERGLADES Fla., U.S.A.**

See New York

**PORT GENTIL Gabon****T.C.I. (Africa)**

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

Contact:	<b>Mr J. Baudry</b>	+241 05 574 949 (Mobile) <a href="mailto:jean-bernard.baudry@bollore.com">jean-bernard.baudry@bollore.com</a>
	<b>Ms A. Nguema-Obam</b>	+241 06 26 5780 (Mobile)

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

## PORT HARCOURT Nigeria

### T.C.I. (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)  
+234 84 461 189 (Home)  
ianmarsh2002@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

See Penang

## PORT KEMBLA Australia

### Bayside Shipping Services Pty Ltd.

See Sydney

## PORT LA NOUVELLE France

See Sete

## PORT LOUIS Mauritius

### Blyth Bros. & Co. Ltd.

Telephone: +230 206 6995  
Facsimile: +230 217 4939  
Address: FDM Complex No. 2, Freeport Zone 21, Mer Rouge,  
Port Louis, Mauritius  
E-mail: shpman@iblgroupp.com  
Website: www.iblgroupp.com

Contact: **Capt. T. Perrier** +230 5940 3650 (Mobile)  
+230 483 6930 (Home)  
tperrier@iblgroupp.com

**Mr M. Genevieve** +230 5940 3648 (Mobile)  
+230 247 2105 (Home)  
mgenevieve@iblgroupp.com

**Mr A. Kamulsing** +230 5940 3649 (Mobile)  
+230 240 0467 (Home)  
seaways@iblgroupp.com

## PORT MORESBY Papua New Guinea

### Brian White & Associates (Lawyers)

Telephone: +675 311 2311  
Facsimile: +675 325 5007  
Address: 1st Floor, Investwell Building, Off Cameron Road Gordons  
Industrial Estare, P.O. Box 698, Port Moresby, Papua New Guinea  
E-mail: moresby@bwamarine.com  
Website: www.bwamarine.com

Contact: **Ms M. Aria** +675 7380 3481 (Mobile)  
**Mr B. White** +675 7347 5497 (Mobile)  
brian@bwamarine.com

24 hours emergency phone number: +617 4031 4711. In case of communication difficulties contact the Cairns office

**PORT OF SPAIN** Trinidad and Tobago**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 and Tobago  
 E-mail: mail@tealpandi.com

Contact:	<b>Mr P. Taylor</b>	+1 868 678 8518 (Mobile)
	<b>Ms D. Taylor</b>	+1 868 361 2188 (Mobile)
	<b>Ms L. Farrell</b>	+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, B.p 10186, Le Port Cedex, Le Port, 97825, Réunion Island  
 E-mail: indoceanic@wanadoo.fr  
 isles@indoceanic.com  
 Website: www.indoceanic.com

Contact:	<b>Ms D. Thomson</b>	+262 692 017 777 (Mobile)
	<b>Mr G. Philippe</b>	+262 692 019 999 (Mobile)
	<b>Mr H. Thomson</b>	+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:	<b>Mr M. Abou Ali</b>	+20 12 215 7691 (Mobile) +20 2 2290 0221 (Home) mgabouali@aboualilaw.com
	<b>Mr A. Abou Ali</b>	+20 12 211 4561 (Mobile) aabouali@aboualilaw.com
	<b>Mr T. Abou Ali</b>	+20 12 215 7937 (Mobile) +20 2 2272 4523 (Home) tabouali@aboualilaw.com
	<b>Mr K. Abou Ali</b>	+20 12 215 3156 (Mobile) +20 66 338 1706 (Home) kabouali@aboualilaw.com

**PORT SAINT LOUIS DU RHONE** France

See Fos

**PORT SALAJAH** Oman, Sultanate of

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:	<b>Mr O. Badawi</b>	+249 9123 34920 (Mobile) osman.badawi@mushtaraka.com
	<b>Mr A. Hassan</b>	+249 9125 18463 (Mobile) amir.hassan@mushtaraka.com

In case of difficulties in communication with Port Sudan, please contact Al Mushtaraka, Jeddah, Capt. Larry Heron, Mobile +966504 667728

## PORT SULTAN QABOOS Oman, Sultanate of

See Muscat

## PORT WALCOTT Australia

See Sydney

## PORTLAND Maine, U.S.A.

### Charles Taylor P&I Management (Americas), Inc.

See New York

### Thompson, Bull, Bass & MacColl (Lawyers)

Telephone: +1 207 774 7600  
Facsimile: +1 207 772 1039  
Address: 120 Exchange Street, Portland, Maine, 04101, United States of America

Contact:	<b>Mr E. MacColl</b>	+1 207 671 9735 (Mobile) emaccoll@thomport.com
	<b>Mr B. Bowman</b>	+1 207 632 3034 (Mobile) bbowman@thomport.com

## PORTLAND Oregon, U.S.A.

### Lindsay Hart LLP (Lawyers)

Telephone: +1 503 226 7677  
Facsimile: +1 503 226 7697  
Address: 1300 SW 5th Avenue, Suite 3400, Portland, Oregon, 97201-5640, United States of America

Contact:	<b>Mr T. Zilbert</b>	+1 503 709 3136 (Mobile) tzilbert@lindsayhart.com
	<b>Mr J. McCurdy</b>	+1 970 219 9089 (Mobile) jmcurdy@lindsayhart.com
	<b>Mr T. McDermott</b>	+1 503 880 2197 (Mobile) tmcdermott@lindsayhart.com
	<b>Mr J. Beattie</b>	+1 971 227 3210 (Mobile) jbeattie@lindsayhart.com
	<b>Mr G. Bruce</b>	+1 541 913 0118 (Mobile) gbruce@lindsayhart.com

24 hours emergency phone number: +1 503 887 4906

PORTO ALEGRE Brazil See Rio Grande

PORTO EMPEDOCLE Italy See Palermo

PORTO NOGARO Italy See Trieste

PORTO TORRES Italy See Cagliari

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 Bilgicin 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

**Global Pandi S.A.**  
Telephone: +58 242 364 1801  
Facsimile: +58 242 364 0998  
Address: Centro Commercial Inversiones Pareca, Piso 2, OF, 2-08/2-09 Av. Salom, Urb. Cumboto Sur, P.O. Box 154, Puerto Cabello 2024, Edo, Carabobo, Venezuela  
E-mail: mail@globalpandi.com  
Website: www.globalpandi.com  
Contact:  

<b>Mr J. Sabatino P</b>	+58 412 421 0036 (Mobile) jose.sabatino@sabatinop.com
<b>Capt. A. Villamizar</b>	+58 424 457 5620 (Mobile) adamvillamizar@yahoo.com
<b>Mr O. Guerreiro</b>	+58 412 444 5715 (Mobile)

PUERTO CALDERA Costa Rica See San Jose

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 Cabello

**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: bernardo@medintercr.com  
 Contact: **Ms B. Ricketts** +506 8351 6427 (Mobile)  
 bernardo@medintercr.com

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****Global Pandi S.A.**

See Puerto Cabello

**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

**QALHAT PORT Oman, Sultanate of**

See Muscat



## QINGDAO China

### Huatai Insurance Agency & Consultant Service Ltd.

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

Contact:	<b>Mr J. Dong</b>	+86 139 0642 0837 (Mobile)
	<b>Ms X. Fu</b>	+86 133 3508 6666 (Mobile)
	<b>Mr F. Liu</b>	+86 186 6395 7368 (Mobile)
	<b>Ms V. Zhang</b>	+86 186 6029 7596 (Mobile)
	<b>Ms N. Yin</b>	+86 186 6186 7072 (Mobile)
	<b>Mr S. Liu</b>	+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.lkd.ca

Contact:	<b>Mr J. O'Connor</b>	+1 418 563 8339 (Mobile) +1 418 681 8638 (Home) john.oconnor@lkd.ca
	<b>Mr J. Grégoire</b>	+1 418 808 2475 (Mobile) +1 418 828 9050 (Home) jean.gregoire@lkd.ca
	<b>Mr P. Garneau</b>	+1 418 806 3370 (Mobile) +1 418 915 4257 (Home) patrick.garneau@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:	<b>Mr A. Khatib</b>	+966 599 763 187 (Mobile) altaf.khatib@gac.com
	<b>Mr A. Al Sharikh</b>	+966 555 895 044 (Mobile) abdulrahman.alsharikh@gac.com
	<b>Mr S. Hendry</b>	+966 059 881 7011 (Mobile) stewart.hendry@gac.com

### Mutual Marine Services Al Mushtaraka Ltd.

See Dammam

**RAVENNA Italy****Ferpandi S.r.l.**

Telephone: +39 0532 206 715  
 Facsimile: +39 0532 248 656  
 Address: Via Boccaleone, 28/2/44121 Ferrara, Italy  
 E-mail: ferrara@ferpandi.com  
 Contact: **Mr G. Di Chiara** +39 331 647 0093 (Mobile)

24 hours emergency phone number: +39 335 794 2297

**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 99971 2203 (Mobile)  
 +55 81 3327 5842 (Home)  
**Mr G. Oliveira** +55 81 99971 2202 (Mobile)  
 +55 81 3462 1794 (Home)  
**Ms D. Spangler** +55 81 99926 9841 (Mobile)

24 hours emergency phone number: +55 81 99972 7202

**Representações Proinde (Nordeste) Ltda.**

Telephone: +55 81 3328 6414  
 Facsimile: +55 81 3465 2570  
 Address: Avenida Visconde de Jequitinhonha 209, Sala 402, Recife, 51021-190, Brazil  
 E-mail: proinde.recife@proinde.com.br  
 www.proinde.com.br

Contact: **Capt. M. Magalhaes** +55 81 99194 4669 (Mobile)  
 marcos.vitor@proinde.com.br

24 hours emergency phone number: +55 81 3048 4317

**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: **Mr R. Carby-Thompson** +27 83 448 7787 (Mobile)

All mail to: P.O. Box 1478, Richards Bay, 3900, South Africa. After office hours: Call Durban mobile duty number: +27 83 250 3398

### Shepstone & Wylie (Lawyers)

Telephone: +27 35 780 7250  
Facsimile: +27 35 789 6404  
Address: Calypso Centre, Suite 27, 2 Kruger Road, P.O. Box 1705, Richards Bay, 3900, South Africa

Contact: **Mr B. Morkel** +27 82 561 5135 (Home)  
morkel@wylie.co.za

**Mr A. Heydorn** +27 83 440 6502 (Mobile)  
heydorn@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 (Lawyers)

Telephone: +385 51 213 118  
Facsimile: +385 51 215 030  
Address: Pod Kastelom No. 4, P.O. Box 366, Rijeka, 51000, Croatia

Contact: **Mr M. Macesic** +385 99 230 3615 (Mobile)  
+385 51 411 468 (Home)  
mmacesic@macesic.hr

**Mr M. Macesic** +385 98 260 927 (Mobile)  
macesic@macesic.hr

**Ms A. Krizmanic** +385 98 302 006 (Mobile)  
+385 51 454 443 (Home)  
krizmanic@macesic.hr

**Ms A. Laskarin** +385 98 424 213 (Mobile)  
+385 51 436 334 (Home)  
laskarin@macesic.hr

## RIMOUSKI Canada

See Quebec

## RIO DE JANEIRO Brazil

### Pandibras Ltda.

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

Contact: **Mr W. Pierry** +55 21 99912 2729 (Mobile)  
**Mr G. Pierry** +55 21 99925 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 2402, Rio de Janeiro, 20009-003, Brazil  
E-mail: proinde.rio@proinde.com.br  
Website: www.proinde.com.br

Contact: **Mr R. Lomba** +55 21 98778 8962 (Mobile)  
derossi.lomba@proinde.com.br  
**Mr J. Tavares** +55 21 98778 8963 (Mobile)  
jorge.tavares@proinde.com.br

## RIO GRANDE Brazil

### Supermar S.A.

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

Contact: **Mr H. Von Ahn** +55 539 9616 845 (Mobile)  
**Mr E. Sampaio** +55 539 9625 073 (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 06 830 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:	<b>Mr R. Hermes</b>	+49 171 885 7940 (Mobile) +49 421 602 8534 (Home)
	<b>Mr F. Block</b>	+49 171 885 7945 (Mobile) +49 403 863 3277 (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.com

Contact:	<b>Mr N. Van der Noll</b>	+31 6 5340 0739 (Mobile)
	<b>Mr P. Van Bodegraven</b>	+31 6 2339 8506 (Mobile) peter.van.bodegraven@dupi.nl
	<b>Mr J. Van Eikeren</b>	+31 6 2342 9024 (Mobile)
	<b>Mr M. Houtbraken</b>	+31 6 2339 8638 (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:	<b>Mr H. Mulder</b>	+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: 37 Rue de la Lombardie, Darnétal Rouen 76160, France  
E-mail: pandi@ro.normandyclaims.fr  
Website: www.mcleangroup.fr

Contact:	<b>Ms B. Laumier</b>	+33 6 0716 5113 (Mobile)
	<b>Ms E. Duquennoy</b>	+33 6 7945 3874 (Mobile)

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

## SAFI Morocco

See Casablanca

## SAINT JOHN 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  
Website: www.stewartmckelvey.com

Contact:	<b>Mr P. Harquail</b>	+1 506 639 0974 (Mobile) pharquail@stewartmckelvey.com
----------	-----------------------	---

**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@britclaims.fr	
Website:	www.mcleangroup.fr	
Contact:	<b>Ms V. Ringeard</b>	+33 6 8000 8744 (Mobile) vringeard@britclaims.fr
	<b>Ms C. Marrades</b>	+33 676 133 111 (Mobile) cmarrades@britclaims.fr
	<b>Mr P. Garo</b>	+33 6 0779 2028 (Mobile) pgaro@britclaims.fr

**SALERNO Italy**

See Naples

**SALINA CRUZ Mexico**

See Mexico City

**SALONIKA Greece**

See Thessaloniki

**SALVADOR DO BAHIA Brazil****Representações Proinde Ltda.**

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

**Williams Brothers Ltda.**

Telephone:	+55 71 3241 5122	
Facsimile:	+55 71 3243 9048	
Address:	Rua Portugal 57, Suite 701 ED, Status Comercio, Salvador, 40015-000, Brazil	
E-mail:	wilpandi@williams.com.br	
Contact:	<b>Mr A. Queiroz</b>	+55 9974 0986 (Mobile) wilpandi@williams.com.br

In case of communication difficulty please contact Recife

**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:	<b>Mr A. Arnold</b>	+1 619 247 3813 (Mobile)
	<b>Mr B. Arnold</b>	+1 619 247 3782 (Mobile)
	<b>Mr G. Hillger</b>	+1 619 247 8505 (Mobile) gene@arnoldoffice.com
	<b>Mr A. Ridenour</b>	+1 619 247 3883 (Mobile)

## SAN FRANCISCO Ca., U.S.A.

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

See New York

**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:	<b>Mr J. Giffin</b>	+1 415 515 2855 (Mobile) +1 415 389 9915 (Home) john.giffin@kyl.com
	<b>Mr J. Cox</b>	+1 415 939 6303 (Mobile) +1 510 339 3745 (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:	<b>Ms A. Jimenez-Beeche</b>	+506 7012 8370 (Mobile) +506 2253 9320 (Home) ajimenez@fjapandi.com
	<b>Mr I. Azofeifa-Aguilar</b>	+506 8704 4131 (Mobile) iazofeifa@fjapandi.com
	<b>Mr E. Montenegro- Fernandez</b>	+506 7011 2299 (Mobile) emontenegro@fjapandi.com
	<b>Mr B. Steinvorth</b>	+506 8392 0320 (Mobile) botho@fjapandi.com

**MCA – Costa Rica**

Telephone: +506 2256 8125  
Facsimile: +506 2258 0589  
Address: Purdy Motors Paseo Colon, 250 metres South, Edf. Don Bosco 1,  
San Jose, Costa Rica

Contact:	<b>Mr J. Rossi</b>	+506 8834 6607 (Mobile) +506 2288 0862 (Home) jcrossi@mcacr.com
	<b>Ms M. Caridad</b>	+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** (Lawyers)

Telephone: +1 787 767 1030  
Facsimile: +1 787 751 4068  
Address: Midtown Building, Fourth Floor, 420 Ponce de León Avenue,  
San Juan, 00918 3405, Puerto Rico  
E-mail: info@jgl.com  
Website: www.jgl.com

Contact:	<b>Mr M. Rodriguez-Bird</b>	+1 787 381 7917 (Mobile) +1 787 755 6913 (Home) mrodriguez@jgl.com
	<b>Mr R. Rivera-Morales</b>	+1 787 510 8090 (Mobile) +1 787 790 7155 (Home) rrivera@jgl.com
	<b>Mr E. Vega-Lopez</b>	+1 787 430 4138 (Mobile) evega@jgl.com
	<b>Mr J. Blasini</b>	+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 Cathédrale, 07 BP 285, San Pedro,  
Ivory Coast  
Website: www.budd-pni.com

Contact:	<b>Mr M. Bebga</b>	+225 07 620 988 (Mobile) michel.bebga@budd-pni.com
	<b>Mr P. Yao</b>	+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:	<b>Ms M. de Rodriguez</b>	+504 9992 9968 (Mobile) mider@mivigar.com
	<b>Mr V. Rodriguez</b>	+504 9831 5668 (Mobile) varodriguez@mivigar.com
	<b>Ms G. de Reyes</b>	+504 9992 9969 (Mobile) gaby.rreyes@mivigar.com

## SAN VICENTE Chile

See Valparaiso



**SANDAKAN Malaysia****Harrisons Sabah Sdn. Bhd.**

Telephone: +60 88 222 110  
 Facsimile: +60 88 222 457  
 Address: 20, Lebuh Tiga, Sandakan, Sabah, 90000, Malaysia  
 E-mail: htck.ship@harrisons.com.my

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

**SANTA MARTA Colombia**

See Bogota

**SANTANDER Spain****Modesto Pineiro  
Consignaciones y Agencias  
SL**

Telephone: +34 942 220 000  
 Facsimile: +34 942 222 941  
 Address: Calderón de la Barca 17 A, l'dcha, Santander, 39002, Spain  
 E-mail: mpineiro@mpineiro.com  
 Website: www.mpineiro.com

Contact:	<b>Mr M. Piñero Diego</b>	+34 609 118 200 (Mobile)
	<b>Mr A. Piñero Diego</b>	+34 629 618 393 (Mobile)

**SANTO DOMINGO Dominican Republic****Frederic Schad Inc.**

Telephone: +1 809 689 9377  
 Facsimile: +1 809 688 7696  
 Address: Jose Gabriel Garcia No. 26, P.O. Box 941, Santo Domingo,  
 Dominican Republic  
 E-mail: mail.expertise@schad.do  
 Website: www.schad.do

Contact:	<b>Mrs N. Burgos</b>	+1 809 223 4341 (Mobile) +1 809 544 0342 (Home) nburgos@fschad.do
	<b>Mr B. Langley</b>	+1 809 696 1433 (Mobile) blangley@schad.do

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

Telephone: +1 809 732 4161  
 Facsimile: +1 809 227 1985  
 Address: Ave. Ramon E. Mella No. 28, Edificio Tito Mella,  
 (Antigua Carretera Sanchez, Km 13 1/2), Santo Domingo,  
 Dominican Republic  
 E-mail: info@emintco.com  
 Website: www.emintco.com

Contact:	<b>Ms L. Espinal</b>	+1 829 961 2176 (Mobile) llespinal@emintco.com
	<b>Mr V. Mella</b>	+1 809 729 7000 (Mobile) vmella@me.com

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

**SANTO TOMAS DE CASTILLA Guatemala**

See Guatemala City

## 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:	<b>Mr A. Carriere</b>	+55 139 9645 5768 (Mobile) albert@brazilpandi.com.br
	<b>Mr M. Sammarco</b>	+55 139 8188 0708 (Mobile) mauro@brazilpandi.com.br
	<b>Mr F. Chaves</b>	+55 139 9788 9951 (Mobile) filipe@brazilpandi.com.br
	<b>Ms P. Anhas</b>	+55 139 9641 1762 (Mobile)

### Representações Proinde (Santos) Ltda.

Telephone:	+55 13 4009 9550	
Facsimile:	+55 13 4009 9560	
Address:	Rua Itororó, 3 – sala 31, Santos, 11010-071, Brazil	
E-mail:	proinde@proinde.com.br	
Website:	www.proinde.com.br	
Contact:	<b>Mr C. Augusto</b>	+55 139 9797 1694 (Mobile) carlos.augusto@proinde.com.br
	<b>Mr R. Martins</b>	+55 139 9762 6626 (Mobile) ricardo.martins@proinde.com.br
	<b>Mr M. Alves</b>	+55 139 9750 6654 (Mobile) mauricio.alves@proinde.com.br

## SAO LUIS Brazil

See Recife

## SAVANNAH Ga., U.S.A.

See New York

### Charles Taylor P&I Management (Americas), Inc.

### Hunter MacLean (Lawyers)

Telephone:	+1 912 236 0261	
Facsimile:	+1 912 232 3253	
Address:	200 East St. Julian Street, P.O. Box 9848, Savannah, Georgia, 31401-0048, United States of America	
Contact:	<b>Mr D. Sipple</b>	+1 912 220 0587 (Mobile) +1 912 238 4513 (Home) dsipple@huntermaclean.com
	<b>Mr E. Smith</b>	+1 912 856 7097 (Mobile) esmith@huntermaclean.com
	<b>Mr C. McRae</b>	+1 912 484 0467 (Mobile) cmcrae@huntermaclean.com
	<b>Mr B. Harmon</b>	+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.****Charles Taylor P&I  
Management (Americas),  
Inc.**

See New York

**Keesal Young & Logan  
(Lawyers)**

Telephone: +1 206 622 3790  
 Facsimile: +1 206 343 9529  
 Address: 1301 Fifth Avenue, Suite 3100, Seattle, Washington, 98101,  
 United States of America  
 Website: www.kyl.com

Contact:	<b>Mr P. Lempriere</b>	+1 206 399 7412 (Mobile) +1 206 284 4754 (Home) philip.lempriere@kyl.com
	<b>Ms M. Henry</b>	+1 206 852 1243 (Mobile) +1 206 556 4928 (Home) molly.henry@kyl.com

**SEOUL South Korea****Hyopsung Shipping  
Corporation**

Telephone: +82 2 752 2963  
 Facsimile: +82 2 771 7150  
 Address: 9th Floor, Backnam Building, 16, Eulji-ro, Jung-gu, Seoul,  
 South Korea  
 E-mail: seoulhs@hyopsung.co.kr

Contact:	<b>Mr K. Kim</b>	+82 10 3895 1229 (Mobile) +82 2 548 1229 (Home)
	<b>Mr K. Song</b>	+82 10 8786 6248 (Mobile) +82 31 603 7442 (Home)
	<b>Mr J. Han</b>	+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:	<b>Mr S. Gombault</b>	+33 6 7101 6889 (Mobile) +33 4 6774 1915 (Home) sete@mcleans.fr
	<b>Mr M. Gignoux</b>	+33 6 8668 4527 (Mobile) mgignoux@mcleans.fr
	<b>Mr P. Garo</b>	+33 6 0779 2028 (Mobile) pgaro@mcleans.fr

## SEVASTOPOL Russia

### YUG Marine Agency Ltd.

Telephone:	+7 812 389 3894	
Facsimile:	+7 812 389 3895	
Address:	33/8 apt. 39 Kuybysheva st, Saint-Petersburg, Russia, 197046	
E-mail:	orca-yug@urtf.com	
Website:	www.orca-yug.com	
Contact:	<b>Capt. Y. Solovey</b>	+7 978 731 0587 (Mobile) solovey@spbtrf.com
	<b>Capt. S. Druzhkin</b>	+7 978 731 0576 (Mobile) ssd@spbtrf.com
	<b>Capt. D. Shenshin</b>	+7 798 731 0581 (Mobile) shenshin@spbtrf.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:	<b>Mr J. Soriano</b>	+34 60 720 9997 (Mobile) +34 95 572 6227 (Home) jsoriano@futurnet.es
	<b>Ms M. Gomez</b>	+34 66 640 3383 (Mobile) +34 64 909 4352 (Home)
	<b>Ms J. Soriano</b>	+34 68 734 4292 (Mobile) +34 95 572 6227 (Home) 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:	<b>Capt. K. Chalghaf</b>	+216 98 321 572 (Mobile) +216 70 726 020 (Home) kamel.chalghaf@planet.tn
	<b>Mr J. Messaoud</b>	+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 9209	
Address:	14-B World Plaza, No 855 Pudong South Road, Shanghai, 200120, China	
E-mail:	pni.sh@huatai-serv.com	
Contact:	<b>Capt. W. Jiang</b>	+86 139 163 54092 (Mobile)
	<b>Mr D. Cao</b>	+86 139 161 07273 (Mobile)
	<b>Ms J. Cheng</b>	+86 138 173 57939 (Mobile)
	<b>Ms X. Yao</b>	+86 139 177 60833 (Mobile)
	<b>Ms X. Dai</b>	+86 138 173 57973 (Mobile)

24 hours duty phone number: +86 180 1622 8366

### Charles Taylor (China) Limited

Telephone:	+86 21 6888 3101	
Facsimile:	+86 21 6888 3103	
Address:	Room 2903, Sino Life Tower, No. 707 Zhang Yang Road, Pudong District, Shanghai, China	
Contact:	<b>Mr R. Hao</b>	+86 186 166 70163 (Mobile) rul.hao@ctplc.com
	<b>Mr Y. Xu</b>	+86 147 154 91478 (Mobile) +85 254 891 478 (Mobile) yibing.xu@ctplc.com
	<b>Ms L. Zhu</b>	+86 185 163 26551 (Mobile) lyra.zhu@anson-sh.com

## SHARJAH United Arab Emirates

See Dubai

## SHEN ZHEN China

### Huatai Insurance Agency & Consultant Serviced Ltd.

See Guangzhou

## 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, #16-00 PIL Building, Singapore, 069540, Singapore  
E-mail: pandi.singapore@ctplc.com

Contact:	<b>Mr R. Banks</b>	+65 9624 5797 (Mobile) rupert.banks@ctplc.com
	<b>Ms S. Murugason</b>	+65 9648 6950 (Mobile) sharmini.murugason@ctplc.com
	<b>Mr S. Shim</b>	+65 9727 7519 (Mobile) shangdoe.shim@ctplc.com
	<b>Ms N. Lian</b>	+65 9661 2510 (Mobile) niccole.lian@ctplc.com
	<b>Mr J. Wee</b>	+65 9296 5850 (Mobile) jason.wee@ctplc.com
	<b>Mr B. Chandler</b>	+65 8428 2950 (Mobile) ben.chandler@ctplc.com
	<b>Ms A. Khakpour</b>	+65 9115 9583 (Mobile) atousa.khakpour@ctplc.com
	<b>Ms J. Kim</b>	+65 9030 7329 (Mobile) jiyoung.kim@ctplc.com
	<b>Mr N. Mavrias</b>	+65 9127 6671 (Mobile) nicholas.mavrias@ctplc.com
	<b>Mr G. De Rosa</b>	+65 9171 1745 (Mobile) giorgio.derosa@ctplc.com
	<b>Mr N. Dimokidis</b>	+65 9298 8387 (Mobile) nick.dimokidis@ctplc.com

## SITKA Alaska, U.S.A.

See Anchorage

## SITRA Bahrain

### Inchcape Shipping Services W.L.L.

See Bahrain

## SKAGWAY Alaska, U.S.A.

See Anchorage

## SOFIA Bulgaria

See Varna

## SOUSSE Tunisia

### Tunisian International P&I Correspondent

Telephone:	+216 73 213 740	
Facsimile:	+216 73 213 620	
Address:	5 Rue Habib Bourguiba, Immeuble Ghenima Apt. B25, 2nd Floor, Sousse, 4002, Tunisia	
E-mail:	pandi.sousse@planet.tn	
Website:	www.tipic.com.tn	
Contact:	<b>Capt. K. Chalhaf</b>	+216 98 321 572 (Mobile) +216 70 726 020 (Home) kamel.chalhaf@planet.tn
	<b>Mr A. Grachem</b>	+216 98 542 307 (Mobile)

## ST. JOHN'S Canada

### Avalon Customs Brokers

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

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

## ST. MALO France

### Agence Maritime Roy s.a.r.l.

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

Contact:	<b>Mr M. Roy</b>	+33 6 8201 2710 (Mobile) +33 2 9956 9974 (Home) courtmar.roy@wanadoo.fr
----------	------------------	---

## ST. PETERSBURG Russia

### Falcon P&I Ltd.

Telephone: +7 812 714 9069  
Address: Prospect Veteranov 109-1-140, St. Petersburg, 198261, Russia  
E-mail: falconpandi@mail.ru

Contact:	<b>Mr I. Sokolov</b>	+7 911 217 1518 (Mobile)
	<b>Mr I. Sokolov</b>	+7 950 009 6467 (Mobile)

After office hours phone number: +7 812 755 9044

### Pandi Services East

Telephone: +7 812 320 9846  
Facsimile: +7 812 320 8310  
Address: Stachek Prospect 48, Office 206, St. Petersburg, 198097, Russia  
E-mail: pandi@mail.wplus.net  
Website: <http://www.pandi-germany.de>

Contact:	<b>Ms S. Slyusareva</b>	+7 921 969 6272 (Mobile) +7 812 528 7131 (Home)
	<b>Mr S. Somko</b>	+7 911 139 5870 (Mobile)
	<b>Ms S. Voropaev</b>	+7 921 969 6272 (Mobile)
	<b>Ms V. Egorova</b>	+7 952 283 5638 (Mobile)

## ST. VINCENT Cape Verde Islands

See Dakar

## STAVANGER Norway

See Bergen

## STOCKHOLM Sweden

### Skarp Stockholm Advokatbyrå AB (Lawyers)

Telephone: +46 8 454 4400  
Facsimile: +46 8 454 4401  
Address: Box 7467, 103 92, Stockholm, Sweden

Contact:	<b>Mr D. Brand</b>	+46 70 371 3531 (Mobile) daniel.brand@skarplaw.se
	<b>Mr M. Hesselrud</b>	+46 70 699 6135 (Mobile) mats.hesselrud@skarplaw.se
	<b>Mr S. Thorlin</b>	+46 70 513 6116 (Mobile) soren.thorlin@skarplaw.se
	<b>Mr A. Hoglund</b>	+46 70 791 1411 (Mobile) anders.hoglund@skarplaw.se

24 hours casualty response telephone +46 8 454 4420

## 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, Egypt  
E-mail: suez@eldibpandi.com

Contact:	<b>Mr R. Tibichrani</b>	+20 12 2327 3620 (Mobile) richard.tibichrani@eldib.com.eg
	<b>Mr S. Demerdash</b>	+20 12 2247 1205 (Mobile) sayed.eldemerdash@eldibpandi.com
	<b>Mr A. Fahmy</b>	+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:	<b>Mr A. Darma</b>	+62 816 810 185 (Mobile) +62 811 316 305 (Home) alam.darma@ctplc.com
	<b>Mr F. Yudie</b>	+62 811 104 4970 (Mobile) frans.yudie@ctplc.com



## 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

Alternative phone number: +61 2 9999 3445. In case of communication difficulty, please contact  
 Alex Evered Tel: +61 3 5424 1224, Fax: +61 3 8677 1801, Mobile: +61 438 663 466,  
 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  
**Mr J. Martens** +61 431 312 050 (Mobile)  
 jmartens@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** +886 953 160 997 (Mobile)  
 +886 2 2660 2887 (Home)  
 edmund.chen@ctplc.com  
**Ms S. Wang** +886 936 603 668 (Mobile)  
 +886 2 2216 1621 (Home)  
 stephanie.wang@ctplc.com

**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 24 383 837 860

**Wiltex Ltd.**

Telephone: +233 3120 23736  
 Facsimile: +233 3120 24858  
 Address: P.O. Box, AX 1936, Axim Road, Western Region, Takoradi, Ghana  
 E-mail: wiltexkdi@gmail.com  
 Website: www.wiltexghana.com

Contact: **Mr G. Awotwi** +233 20 208 8459 (Mobile)

**Mr J. Newlove Aubin** +233 20 208 8499 (Mobile)

**Mr J. Fynn** +233 20 208 8503 (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 & McCreddie (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. McCreddie** +1 813 240 7910 (Mobile)  
 dmccreadie@laulane.com

**Mr E. Godwin** +1 813 508 1458 (Mobile)  
 egodwin@laulane.com

**Mr E. Martin** +1 321 412 7462 (Mobile)  
 emartin@laulane.com

**Mr B. Tourville** +1 850 980 3048 (Mobile)  
 btourville@laulane.com

24 hours emergency phone number: +1 813 739 8748

**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:	<b>Mr M. Laazizi</b>	+212 661 463 834 (Mobile) m.laazizi@defmar.com
	<b>Mr T. Baalla</b>	+212 666 269 518 (Mobile) t.baalla@defmar.com

### McLean Maritime Maroc (MMM)

Telephone:	+212 539 941 346	
Facsimile:	+212 539 941 346	
Address:	33 Boulevard Youssef, Ibn Tachfine, 90000, Tangier, Morocco	
E-mail:	morocco@mcleans.fr	
Contact:	<b>Ms V. Javelaud</b>	+212 661 191 409 (Mobile) vjavelaud@mcleans.fr
	<b>Mr I. Ennassiri</b>	+212 661 985 429 (Mobile) iennassiri@mcleans.fr

## TARANTO Italy

### 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:	<b>Mr T. Cardoso</b>	+39 347 859 2766 (Mobile) taranto@ferpandi.com

24 hours emergency phone number: +39 335 794 2297

## TARRAGONA Spain

See Barcelona

## TARTOUS Syria

### The Syrian Legal Bureau (Lawyers)

Telephone:	+963 43 322 899	
Address:	Mar Elias St., Tartous, 322899, Syria	
E-mail:	slbureau@yahoo.com	
Contact:	<b>Mr H. Khaddour</b>	+963 933 337 644 (Mobile) h.khaddour@khaddourco.com
	<b>Mr Z. Yousef</b>	+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:	<b>Mr R. Karam</b>	+963 933 222 537 (Mobile) +357 25 753 536 (Home) r.karam@eliasmarine.com
	<b>Mrs A. Naddour</b>	+963 933 697 550 (Mobile) +963 43 321 161 (Home)

24 hours emergency phone number: +357 25 800 999

## TAURANGA New Zealand

See Auckland

## TAWAU Malaysia

### Harrisons Sabah Sdn. Bhd.

Telephone: +60 88 222 110  
Facsimile: +60 88 222 457  
Address: 1229 Jalan Dunlop, Tawau, Sabah, 91000, Malaysia  
E-mail: [htkk.ship@harrisons.com.my](mailto:htkk.ship@harrisons.com.my)

Contact:	<b>Mr Y. Guan</b>	+60 19 851 3628 (Mobile) +60 88 269 848 (Home) <a href="mailto:hgyap@harrisons.com.my">hgyap@harrisons.com.my</a>
	<b>Ms A. Chua</b>	+60 16 833 0767 (Mobile) +60 88 413 613 (Home)

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](mailto:info@igs-iran.com)

Contact:	<b>Mr F. Entessarian</b>	+98 912 110 4271 (Mobile) +98 21 807 0711 (Home) <a href="mailto:farzin.entessarian@igs-iran.com">farzin.entessarian@igs-iran.com</a>
	<b>Ms M. Golavar</b>	+98 912 359 6539 (Mobile) <a href="mailto:mojgan.golavar@igs-iran.com">mojgan.golavar@igs-iran.com</a>

## 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](mailto:tci-tema@tci-africa.com)

Website: [www.eltvedtosullivan.com](http://www.eltvedtosullivan.com)

Contact:	<b>Capt. S. Mukunda</b>	+233 243 837 860 (Mobile)
	<b>Mr S. Sakyi</b>	+233 243 150 823 (Mobile)

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +334 9114 0460.  
After office hours S. Webster: +33 613 621 389 or consult website: [www.eltvedtosullivan.com](http://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](mailto:tema.wiltex@gmail.com)

Website: [www.wiltexmarine.com](http://www.wiltexmarine.com)

Contact:	<b>Mr T. Appiah</b>	+233 208 115 703 (Mobile)
	<b>Mr A. Assifuah</b>	+233 208 115 745 (Mobile)
	<b>Mr C. Asiedu</b>	+233 244 982 466 (Mobile)

**TENERIFE 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:	<b>Mrs V. Martin</b>	+34 669 898 481 (Mobile) vmartin@vbcomisarios.com
	<b>Mr L. Hamilton</b>	+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:	<b>Dr H. Kakamoukas</b>	+30 6944 275 821 (Mobile)
	<b>Mr S. Hadjistavrou</b>	+30 6937 131 045 (Mobile)
	<b>Ms J. Jack-Kakamoukas</b>	+30 6947 509 279 (Mobile)
	<b>Mr V. Kakamoukas</b>	+30 6980 263 213 (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:	<b>Mr H. Mu</b>	+86 136 020 17813 (Mobile)
	<b>Mr Y. Dong</b>	+86 138 203 47223 (Mobile)
	<b>Ms W. Liu</b>	+86 135 020 20898 (Mobile)
	<b>Mr J. Xu</b>	+86 135 020 11763 (Mobile)

24 hours duty phone: +86 186 2266 0860

**TIMARU New Zealand**

See Auckland

## TOAMASINA Madagascar

### Indoceanic Services c/o R. Duponsel & CIE

Telephone: +261 2053 33356  
Facsimile: +261 2053 31670  
Address: 17 Boulevard Joffre, Toamasina, Madagascar  
E-mail: indoceanic@wanadoo.fr

Contact:	<b>Ms D. Thomson</b>	+262 692 017 777 (Mobile)
	<b>Mr J. Thomson</b>	+262 692 852 929 (Mobile)
	<b>Mrs L. Rabetafika</b>	+261 324 112 000 (Mobile)

In case of communication difficulties please contact Indoceanic Services, Port Reunion. Alternative e-mail address tmm.duponsel@moov.mg

## TCI Madagascar

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

Contact:	<b>Mr F. Tsiresy</b>	+261 320 461 734 (Mobile) tsiresy.fast@moov.mg
----------	----------------------	---

## 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:	<b>Mr T. Sekine</b>	+81 90 7736 8601 (Mobile) tsukasa.sekine@ctplc.com
	<b>Ms Y. Kobayashi</b>	+81 80 9553 0605 (Mobile) yoshiko.kobayashi@ctplc.com

## TOLEDO Ohio, U.S.A.

See Cleveland

## TOPOLOBAMPO Mexico

See Mexico City

## TORONTO Canada

### Charles Taylor Adjusting

Telephone: +1 416 640 6022  
Facsimile: +1 416 640 6033  
Address: 330 Bay Street, Suite 500, Toronto, Ontario M5H 2S8, Canada

Contact:	<b>Mr R. Paxton</b>	+1 416 300 1217 (Mobile) roland.paxton@ctplc.com
	<b>Mr M. Guy</b>	+1 647 981 2677 (Mobile)

## TOULON France

See Marseille

## TOWNSVILLE Australia

### Bayside Shipping Services Pty Ltd.

See Sydney

## TRAPANI Italy

See Palermo

## TRIESTE Italy

### Samer & Co. Shipping S.r.l.

Telephone:	+39 040 6702 7230	
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:	<b>Mrs L. Samer</b>	+39 335 716 2490 (Mobile)
	<b>Mr M. Slocovich</b>	+39 366 614 2385 (Mobile)
	<b>Mrs D. Gozzi</b>	+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, P.O. Box 12835, Tripoli, Libya	
E-mail:	shtewi69@hotmail.com	
Contact:	<b>Mr T. Shtewi</b>	+218 91 212 2284 (Mobile) +218 21 350 7550 (Home) shtewi@ltnet.net
	<b>Mr M. Hassoun</b>	+218 91 218 8631 (Mobile) +218 21 350 7550 (Home)

In case of difficulty, contact Alan Salsbury: +44 7920 828 725 (Mobile) or  
e-mail: alansalsbury@btinternet.com

## TRONDHEIM Norway

See Bergen

## TUAPSE Russia

See Novorossiysk

## TUMACO Colombia

See Bogota

## TUNIS Tunisia

### Tunisian International P&I Correspondent

Telephone:	+216 71 950 641	
Facsimile:	+216 71 950 650	
Address:	Immeuble Luxor 112 eme etage, Rue 8300 Montplaisir, Tunis, 1073, Tunisia	
E-mail:	pdg@tipic.com.tn	
Website:	www.tipic.com.tn	
Contact:	<b>Capt. K. Chalghaf</b>	+216 98 321 572 (Mobile) +216 70 726 020 (Home) kamel.chalghaf@planet.tn
	<b>Mr M. Dahen</b>	+216 98 675 717 (Mobile) +216 71 494 997 (Home)
	<b>Mr K. Gmati</b>	+216 98 346 749 (Mobile)

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

## McLeans-TMCS

Telephone:	+216 71 842 898	
Facsimile:	+216 71 785 877	
Address:	106 bis Rue de Palestine, P.O. Box 159, Tunis, 1002, Tunisia	
E-mail:	tunmar.claimser@gnet.tn	
Website:	www.mcleangroup.fr	
Contact:	<b>Capt. S. Miladi</b>	+216 98 302 557 (Mobile)
	<b>Mr M. Miladi</b>	+216 55 005 997 (Mobile)
	<b>Capt. B. Bouali</b>	+216 98 321 912 (Mobile)

In case of difficulties: Ph.Garo +33 6 0779 2028 (Mobile)

**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: +965 2241 9126  
 Facsimile: +965 2247 3899  
 Address: Business Center, Port Administration Building, Umm Qasr Port,  
 Umm Qasr, Iraq  
 E-mail: youriss.iraq@iss-shipping.com  
 pandikuwait@iss-shipping.com  
 Website: www.iss-shipping.com

Contact:	<b>Mr M. Billingham</b>	+965 997 26076 (Mobile) mark.billingham@iss-shipping.com
	<b>Mr B. Kumar</b>	+965 990 69319 (Mobile) binod.kumar@iss-shipping.com
	<b>Mr G. Kurian</b>	+965 668 79842 (Mobile) george.kurian@iss-shipping.com
	<b>Mr S. Ali</b>	+964 7800 205 254 (Mobile) syed.ali@iss-shipping.com

Out of office hours satphone: +882 167 745 4856. 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 96 111 8478  
 Address: c/ Salvador Gasull, 01-04, Valencia, 46011, Spain  
 E-mail: medpandi@medpandi.com

Contact:	<b>Ms J. Giner</b>	+34 637 300 179 (Mobile) +34 96 320 2817 (Home) giner@medpandi.com
	<b>Mr P. John</b>	+34 673 078 772 (Mobile) peter@medpandi.com

**Nimes Espana S.L.**

Telephone: +34 96 395 2008  
 Facsimile: +34 96 395 4176  
 Address: Calle Almirante Cadarso 17-1a, Valencia, 46005, Spain  
 E-mail: pandi@nimes.es  
 Website: www.nimes.es

Contact:	<b>Mr I. Nicholas</b>	+34 607 310 314 (Mobile)
	<b>Mr T. Nicholas</b>	+34 670 400 622 (Mobile)
	<b>Dr J. Nicholas</b>	+34 626 553 597 (Mobile)
	<b>Ms M. Etcheverría</b>	+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:	<b>Dr J. Bugeja</b>	+356 7904 7880 (Mobile) +356 2144 3020 (Home) john.bugeja@hvassallo.com
	<b>Mr J. Buhagiar</b>	+356 9944 2703 (Mobile) +356 2157 6774 (Home) joe.buhagiar@hvassallo.com
	<b>Mr C. Bugeja</b>	+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:	<b>Mr A. Cave</b>	+56 9 8249 7231 (Mobile) andrew.cave@cave.cl
	<b>Ms J. Santana</b>	+56 9 7758 1546 (Mobile) julia.santana@cave.cl
	<b>Mr J. Marchant</b>	+56 9 7758 1544 (Mobile)

24 hours emergency telephone 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 30V, Floor 4, Varna, 9000, Bulgaria  
E-mail: omurmarine@varna.net  
Contact: **Mr S. Slavov** +359 88 540 5676 (Mobile)

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

## VENICE Italy

### Ferpandi S.r.l.

See Ravenna

## VENTSPILS Latvia

See Riga

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See Mexico City

VIANA DO CASTELO Portugal

See Leixoes

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

VITORIA 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, Vitoria, Espirito 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: vladivostok@cispandi.com  
 Contact: **Mr O. Onoprienko** +7 4232 701 403 (Mobile)  
**Mr S. Polonskiy** +7 4232 735 833 (Mobile)  
 +7 4232 462 403 (Home)

In case of difficulty call CIS head office in Cyprus on: +3572 576 3340

VLISSINGEN Netherlands

See Rotterdam

VOSTOCHNYJ Russia

See Vladivostok

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WALVIS BAY Namibia

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

See Cape Town

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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, Scarlet Building, Fokkerweg 26 Salina,  
 Willemstad, Curacao  
 E-mail: gorsira@gorsira.com

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

**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:	<b>Mr M. McCauley</b>	+1 215 753 1675 (Mobile)
		mccauley@pbh.com
	<b>Mr F. DeGiulio</b>	+1 215 808 2028 (Mobile)
		+1 610 891 9322 (Home)
		fpd@pbh.com
	<b>Mr R. Whelan</b>	+1 484 686 0974 (Mobile)
		+1 610 664 0927 (Home)
		rwhelan@pbh.com

**WILMINGTON** N.C., 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:	<b>Mr D. Evans</b>	+1 910 262 3762 (Mobile)
		dte@clarknewton.com
	<b>Mr S. Buskirk</b>	+1 910 442 6720 (Mobile)

**WISMAR** Germany[See Rostock](#)

## XIAMEN China

### Huatai Insurance Agency & Consultant Service Ltd.

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

Contact: **Ms T. Zheng** +86 186 5000 0798 (Mobile)  
**Ms L. Gao** +86 159 6021 5136 (Mobile)

24 hours duty mobile: +86 150 6077 2037

## YANGON Myanmar

### The Law Chambers (Lawyers)

Telephone: +95 1 559 467  
Facsimile: +95 1 557 990  
Address: Room 306, Building (A), Tetkathon Yeikmon Housing No. 25(D), New University Avenue Road, Bahan Township, Yangon, Myanmar  
E-mail: law\_chambers@seasiren.com.mm  
Website: www.thelawchambersmm.com

Contact: **Ms T. Tun** +95 9512 1024 (Mobile)  
+95 1541 584 (Home)  
tin\_o\_tun@seasiren.com.mm  
**Mr H. Aung** +95 9540 4573 (Mobile)  
tinpandi-aung@mptmail.net.mm  
**Mr M. Thane** +95 9502 0307 (Mobile)  
+95 1661 786 (Home)  
wshisho@myanmar.com.mm  
**Ms T. Aung** +95 9500 8833 (Mobile)  
tinthiri.aung  
@thelawchambersmm.com

## YANTAI China

See Qingdao

## YOKOHAMA Japan

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