

# Offshore P&I Rules and Correspondents

## 2017/18







Offshore P&I rules  
for the 2017/18 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

Offshore P&I Rules and  
Correspondents

## The Directors



# 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 Società 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 Corporation

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

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

**Mr Paolo Clerici**, Italy  
Coeclerici SpA

**Mr Carlo Cosimi**, Italy  
Saipem

**Mr Alan Cossar**, Bermuda

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

**Ms Helen Deeble CBE**,  
United Kingdom  
P&O Ferries Division Holdings Limited

**Mr Alistair Groom**, United Kingdom

**Mr Jeremy Grose**, United Kingdom  
Manager

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

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

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

**Dr Gunther Jaegers**, Germany  
Reederei Jaegers GmbH

**Mrs Harjeet Kaur Joshi**, India  
Shipping Corporation of India Ltd

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

**Mr Tomomaru Kuroyanagi**,  
Singapore  
Kumiai Navigation (Pte) Ltd

**Mr Emanuele Lauro**, Monaco  
Scorpio Group

**Mr David Marock**, United Kingdom  
Manager

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

**Mr Ricardo Menendez**, Argentina  
Interocean Transportation Inc

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

**Mr Stefano Rosina**, Italy  
Premuda SpA

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

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

**Mr James Woodrow**, Singapore  
The China Navigation Co Pte Ltd

## 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 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  
Interocean Transportation Inc

Ms Marianne Sørensen, Denmark  
Maersk Drilling A/S

## The Standard Club Asia Ltd

### *Directors*

Mr Bhumindr Harinsuit, Thailand  
*Chairman*  
The 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

Mrs Harjeet Kaur Joshi, India  
Shipping Corporation of India Ltd

Mr David Koo, Hong Kong  
Valles Steamship Co Ltd

Mr Ricardo Menendez, Argentina  
Interocean Transportation Inc

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

Mr James Woodrow, Singapore  
The China Navigation Co Pte Ltd



# 02

Offshore P&I Rules and  
Correspondents

## The Managers



## 2 The managers' London agents

### Charles Taylor & Co. Limited

---

Jeremy Grose – Chief Executive  
jeremy.grose@ctplc.com

o: +44 20 3320 8835  
m: +44 79 3211 3594  
h: +44 20 8463 9264

### Claims

---

Brian Glover – Director of Claims  
brian.glover@ctplc.com

o: +44 20 3320 8823  
m: +44 79 3211 3575  
h: +44 20 8549 8399

Olivia Furnmston – 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

Sharmini Murugason –  
Business Development Director, Offshore  
sharmini.murugason@ctplc.com

o: +44 20 3320 8832  
m: +44 75 5786 5689

Emma Newton – Senior Marketing Business Partner  
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
---	--

## **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
Julian Hines – Senior Surveyor julian.hines@ctplc.com	o: +44 20 3320 8812 m: +44 79 2013 5078
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
Andrew Russ – Marine Surveyor andrew.russ@ctplc.com	o: +44 20 3320 8968 m: +44 77 9861 7678
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

[jeremy.grose@ctplc.com](mailto:jeremy.grose@ctplc.com)

o: +44 20 3320 8835

m: +44 79 3211 3594

James Bean – Managing Director

[james.bean@ctplc.com](mailto:james.bean@ctplc.com)

o: +44 20 3320 8811

m: +44 79 1776 0820

## Europe Division

Nick Frampton – Head of Division

[nicholas.frampton@ctplc.com](mailto:nicholas.frampton@ctplc.com)

o: +44 20 3320 8881

m: +44 77 1789 6170

h: +44 20 8313 9219

Enam Hussain – Head of Division

[enam.hussain@ctplc.com](mailto:enam.hussain@ctplc.com)

o: +44 20 3320 8821

m: +44 77 1137 8355

## Claims

Revecca Vasiliou – Divisional Claims Director

[revecca.vasiliou@ctplc.com](mailto:revecca.vasiliou@ctplc.com)

o: +44 20 7680 5619

m: +44 77 8836 4971

Annie Stow – Claims Director

[annie.stow@ctplc.com](mailto:annie.stow@ctplc.com)

o: +44 20 3320 2308

m: +44 77 6991 3655

Laura Atherton – Senior Claims Executive

[laura.atherton@ctplc.com](mailto:laura.atherton@ctplc.com)

o: +44 20 7522 7592

m: +44 77 7646 1722

Brett Hosking – Senior Claims Executive

[brett.hosking@ctplc.com](mailto:brett.hosking@ctplc.com)

o: +44 20 3320 8956

m: +44 78 2505 5441

Heather Maxwell – Claims Executive

[heather.maxwell@ctplc.com](mailto:heather.maxwell@ctplc.com)

o: +44 20 7680 5655

m: +44 79 9051 4108

Jessica Canbas – Claims Executive

[jessica.canbas@ctplc.com](mailto:jessica.canbas@ctplc.com)

o: +44 20 7680 5613

m: +44 77 8836 8002

## **Underwriting**

---

James Booker – Underwriting Director james.booker@ctplc.com	o: +44 20 7522 7537 m: +44 73 4208 6836
Ben Burkard – Underwriter ben.burkard@ctplc.com	o: +44 20 3320 2301 m: +44 78 8423 3649
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
Ewa Szteinduchert – Claims Director ewa.szteinduchert@ctplc.com	o: +44 20 7680 5657 m: +44 77 6928 0576
Elizabeth Birch – Senior Claims Executive elizabeth.birch@ctplc.com	o: +44 20 3320 2279 m: +44 77 8552 7562
Jamie Green – Senior Claims Executive jamie.l.green@ctplc.com	o: +44 20 7680 5611 m: +44 75 0012 1706
Julia Kotsonis – Claims Executive julia.kotsonis@ctplc.com	o: +44 20 7680 5620 m: +44 78 2410 3362
Johanna Laban – Claims Executive johanna.laban@ctplc.com	o: +44 20 3320 2305 m: +44 79 2027 1147
Victoria Leonidova – Claims Executive victoria.leonidova@ctplc.com	o: +44 20 3320 2292 m: +44 79 0151 7195

## **Underwriting**

---

Colin Fowles – Underwriting Director  
colin.fowles@ctplc.com

o: +44 20 3320 8850  
m: +44 79 1768 8329  
h: +44 12 5677 1090

---

Jamie Green – 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

---

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 – 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



## UK & Americas Division

---

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

### Claims

---

Duncan Howard – Divisional Claims Director o: +44 20 3320 8946  
duncan.howard@ctplc.com m: +44 78 2506 4819

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

Silvia Mahringer – Senior Claims Executive o: +44 20 7398 5323  
silvia.mahringer@ctplc.com m: +44 78 7613 7988

Michael Hughes – Claims Executive o: +44 20 3320 2224  
michael.hughes@ctplc.com m: +44 79 2087 8425

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

### Underwriting

---

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

Hannah Morris – Underwriter o: +44 20 3320 8860  
hannah.morris@ctplc.com m: +44 78 7684 8704

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

Oli Wassell – Deputy Underwriter o: +44 20 7680 5659  
oli.wassell@ctplc.com m: +44 74 6733 8564

---

**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: [pandiriodejaneiro@ctplc.com](mailto:pandiriodejaneiro@ctplc.com)

Sam Kendall-Marsden – Head of Division o: +44 20 3320 8876  
[sam.kendall-marsden@ctplc.com](mailto:sam.kendall-marsden@ctplc.com) m: +44 78 2785 0655

Eddy Morland – Underwriting Director o: +44 20 3320 8974  
[eddy.morland@ctplc.com](mailto:eddy.morland@ctplc.com) m: +44 78 8179 8622

# 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
Darren Ee – Operations Director <a href="mailto:darren.ee@ctplc.com">darren.ee@ctplc.com</a>	o: +65 6506 2352 m: +65 9620 2841
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
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
Jason Wee – Claims Director <a href="mailto:jason.wee@ctplc.com">jason.wee@ctplc.com</a>	o: +65 6506 2875 m: +65 9296 5850
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
Niccole Lian – Senior Claims Executive <a href="mailto:niccole.lian@ctplc.com">niccole.lian@ctplc.com</a>	o: +65 6506 2857 m: +65 9661 2510
Nicholas Mavrias – Senior Claims Executive <a href="mailto:nicholas.mavrias@ctplc.com">nicholas.mavrias@ctplc.com</a>	o: +65 6506 2802 m: +65 9127 6671
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

## **Underwriting**

---

Nick Taylor – Regional Underwriting Director nick.taylor@ctplc.com	o: +65 6506 2859 m: +65 9722 0929
Edward Atkins – Underwriter edward.atkins@ctplc.com	o: +65 6506 1942 m: +65 9298 3779
Jack Marriott-Smalley – Underwriter jack.marriott-smalley@ctplc.com	o: +65 6506 2808 m: +65 9171 3723
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: pandihongkong@ctplc.com

Lucinda Liu – Claims Manager lucinda.liu@ctplc.com	o: +852 2399 6123 m: +852 6074 7903
Dan Song – Claims Executive dan.song@ctplc.com	o: +852 2399 6122 m: +852 5321 1700

# 03

Offshore P&I Rules and  
Correspondents

## Offshore Rules



## SECTION A: INSURANCE

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

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

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



## SECTION B: SCOPE OF COVER

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

## SECTION C: RISKS COVERED

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

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

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

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

**Exclusions to rule 3.5**

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

**Pollution**

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

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

**Exclusion to rules 3.6.1 and 3.6.2**

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

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

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

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

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

**Exclusion to rules 3.6.4 and 3.6.5**

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

**Exclusion to rule 3.6.5**

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

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

**Exclusions to rule 3.6**

There shall be no recovery in respect of:

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

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

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

**Exclusions to rule 3.7**

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

## Wreck liabilities

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

### Exclusions to rule 3.8

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

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

**Fines**

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

**Enquiry expenses**

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

**Sue and labour**

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

**Exclusion to rule 3.11**

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

**Omnibus**

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

## SECTION D: EXCLUDED RISKS

### Risks covered by hull and war risks policies

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

### Double insurance

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

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

### War risks

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

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

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

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

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

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



## SECTION E: EXCLUDED LOSSES

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

- a** activities arising out of salvage operations being conducted by the unit, where the divers form part of the crew of the unit (or of diving bells or other similar equipment or craft operating from the unit), and where the member is responsible for the activity of such divers; or
- b** incidental diving operations carried out in relation to the inspection, repair or maintenance of the unit or in relation to damage caused by the unit;

unless otherwise agreed with the managers.

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

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

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

unless otherwise agreed by the managers

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

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

**Direction of the board**            **5.13**    The liabilities set out in rule 5 may be recoverable to the extent that they may be treated as expenses arising under rule 3.11, or are approved by the board.

## SECTION F: SCOPE OF RECOVERY AND LIMITS

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

## Limits of recovery

- 6.3** Unless and to the extent the board otherwise determines, under no circumstances shall the recovery by any person exceed:
- (1)** the amount to which the member is entitled to limit his liability, or would have been so entitled under any relevant law had he so petitioned;
  - (2)** US\$50 million combined single limit any one event for all claims under rules 3.6.5 and 3.9;
  - (3)** any other limit contained in these rules or set out in the member's certificate of entry;
  - (4)** if less than the full tonnage of the unit is entered in the club, such proportion of the amount referred to in rule 6.2, or the limits referred to in paragraphs (1), (2) and (3) above, as the entered tonnage bears to the full tonnage of the unit.

## Waiver of subrogation

- 6.4** Where a charterer or other party is named as a joint entrant or co-assured and a waiver of subrogation is required under a contract, rights of subrogation against such joint entrant or co-assured are waived only where the managers have agreed such a waiver; any such waiver applies only in respect of those liabilities which are borne by the member or other joint entrant under the terms of the relevant contract and not to any liabilities which are to be borne by the charterer or other party unless otherwise agreed by the managers.
- 6.5** The club shall not be liable to any insured party in respect of any liabilities except to the extent of the funds which the club is able to recover from the members or other persons liable for the same.

## Member's property

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

## Amounts owing to the club

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

## Interest

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

## Pay to be paid

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

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

## SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

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

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

## SECTION H: APPLICATION AND ENTRY

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



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

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

**Assignment**

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

## SECTION I: UNIT STANDARDS AND RISK REVIEWS

### Classification and condition of units

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

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

### Unit risk reviews

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

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

## SECTION J: PERIOD OF INSURANCE

<b>Policy year</b>	<b>16.1</b>	Unless otherwise agreed at the time of entry or set out in these rules, the insurance provided by the club begins at the time stated in the member's certificate of entry, and continues until noon GMT on the following 20 February, and thereafter, unless terminated in accordance with these rules, from policy year to policy year.
	<b>16.2</b>	If a member does not wish to continue the insurance in respect of the unit, he must give notice in writing to the managers not later than 30 days before the expiry of the period of insurance.
	<b>16.3</b>	The unit may not be withdrawn at any other time or in any other manner except with the consent of the managers.
<b>Managers' notice</b>	<b>16.4</b>	The managers may, in respect of the unit, at any time and without giving any reason: <ol style="list-style-type: none"><li>(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</li><li>(2) terminate the entry on 30 days' notice in writing given not later than 30 days before the expiry of the period of insurance.</li></ol>
	<b>16.5</b>	A member is only liable for premium in respect of the unit for the current policy year pro-rata for the period from the time stated in the member's certificate of entry until noon GMT: <ol style="list-style-type: none"><li>(1) on the day ownership was legally transferred; or</li><li>(2) on the day the unit became an actual or constructive total loss or such later date as the managers may determine; or</li><li>(3) on the date of cessation of insurance.</li></ol>
<b>Pro-rata premium</b>	<b>17.1</b>	A member shall cease to be insured by the club in respect of any and all units and ships entered by him if: <ol style="list-style-type: none"><li>(1) being an individual, he dies, becomes of unsound mind or bankrupt, or makes any arrangement with his creditors generally; or</li><li>(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.</li></ol>
	<b>17.2</b>	A member shall cease to be insured by the club in respect of any unit entered by him if: <ol style="list-style-type: none"><li>(1) he sells or assigns the whole or any part of his interest in the unit, unless the managers have agreed to such assignment and to an assignment of the relevant insurance by the club pursuant to rule 14.1; or</li><li>(2) the unit becomes, or is accepted by hull underwriters as, an actual or constructive total loss, or there is a compromise reached with hull underwriters, or the managers decide that the unit can be considered or deemed to be an actual or constructive total loss, except as regards liabilities flowing directly from the casualty which gave rise to the actual or constructive loss of the unit, or such later date as the managers may determine; the managers may, however, agree to extend the period of insurance on such terms as they think fit; or</li></ol>
<b>Cessation of insurance</b>		

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

### Cancellation of insurance

- 17.3** If a member fails to pay when due and demanded by the managers any sum owing from him to the club including any sum for which he is liable under rule 13.16:
- (1) unless and to the extent the board otherwise decides, a member will not be entitled to any recovery in respect of any claim arising from the date of such failure until the date such sum owing to the club is paid in full; and
  - (2) his insurance will be cancelled, whether or not it may already have ceased for some other reason, if after service on him of a notice stating that there are sums owing and requiring payment by a specific date he fails to pay any sum in full on or before such date.
- 17.4** The managers may, but are not obliged to, specify the amount outstanding; any inaccuracy in the demand as to the amount stated to be owing shall not invalidate the notice unless there is no sum owing at all.

### Effect of cessation of insurance

- 17.5** When a member ceases to be insured in respect of any unit or at all ('the date of cessation'), then:
- (1) such member and his successors are, and remain, liable for all premium in respect of that part of the policy year for which the unit was on risk, and previous policy years, unless otherwise agreed pursuant to rule 19; and
  - (2) the club remains liable for all claims arising out of any event occurring before the date of cessation, but is under no liability for anything occurring after the date of cessation.
- 17.6** When a member ceases to be insured by virtue of rule 17.2(2), he continues to be insured by the club in respect of wreck liabilities in accordance with rules 3.6.3 and 3.8, and on such other terms as may be agreed by the managers.

**Effect of  
cancellation  
of insurance**

**17.7** When a member's insurance is cancelled under rule 17.3, the club ceases to be liable for any claims in respect of any units and ships entered by such member:

- (1)** which may arise by reason of any event occurring after the date of cancellation; or
- (2)** which have accrued or arisen during a policy year for which sums remained owing but unpaid by the member in full or in part at the date of cancellation; or
- (3)** which may have accrued or arisen in any year other than one referred to in (2) above, whether or not the club may have admitted liability for such claims or may have known, at the date of cancellation, that a claim was likely to accrue.



## SECTION K: PREMIUM

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

## SECTION L: GENERAL TERMS AND CONDITIONS

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

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

## SECTION M: DEFINITIONS

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

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

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

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

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

**Affiliated or associated charterer:** where both the member or a joint entrant and the charterer are under common ownership or the member or a joint entrant or the charterer respectively either owns at least 50% of the shares in and voting rights of the others or owns a minority of the shares in the others and can procure that it is managed and operated in accordance with its wishes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The unit:**

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

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

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

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

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

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

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

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

References to the masculine gender shall include the feminine gender.

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

References to persons shall include corporations.

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

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

## **The Standard Club Asia Ltd**

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

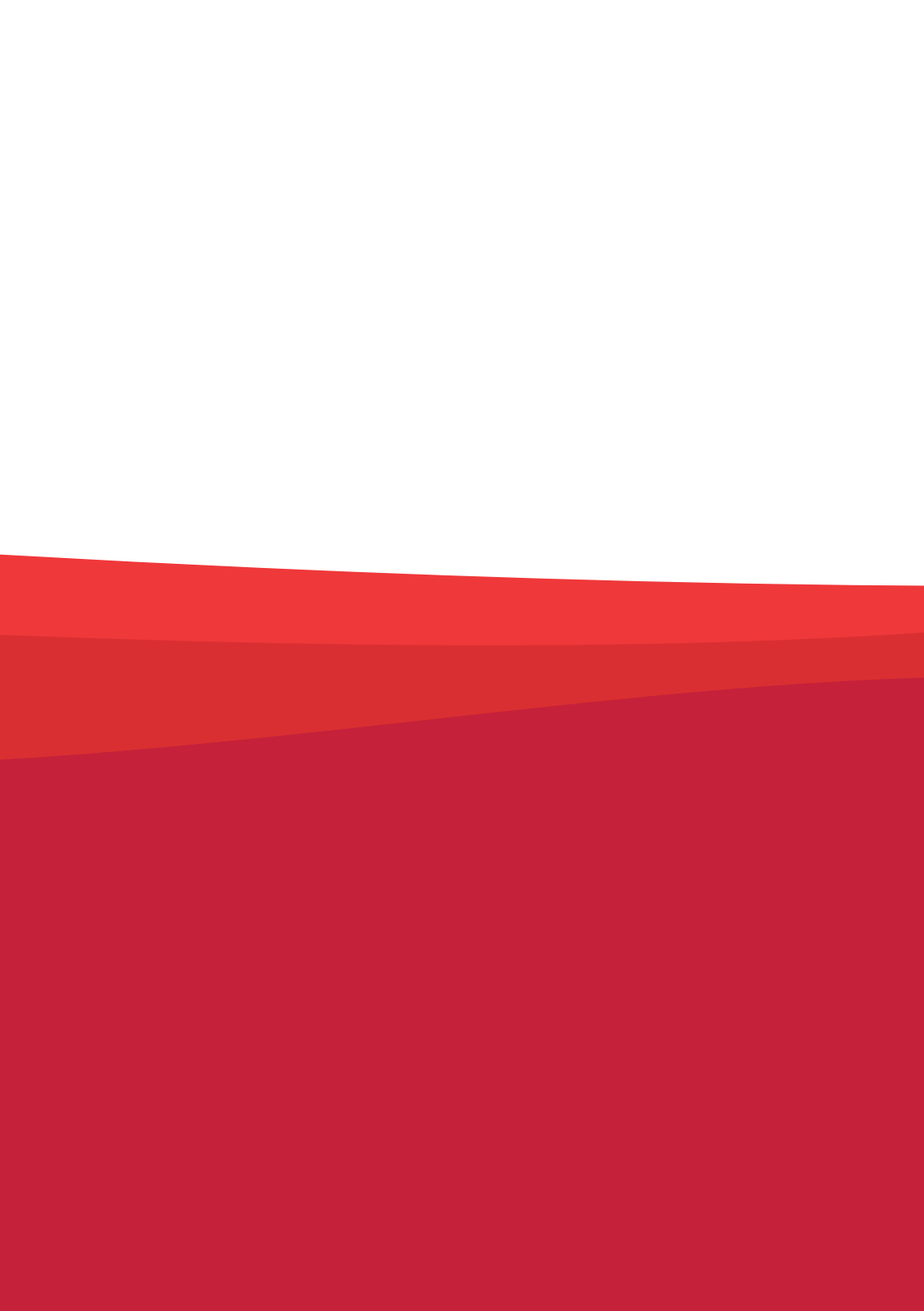
The Offshore P&I rules of The Standard Club Asia Ltd shall be the same as the Offshore P&I rules of The Standard Club Europe Ltd amended and varied as follows:

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

# 04

Offshore P&I Rules and  
Correspondents

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## Additional Covers





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

## **Offshore Maritime Labour Convention extension clause 2017**

- Cover**
1. Subject only to the other provisions of this extension, the club shall discharge and pay on the member's behalf under the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006:
    - a. Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and
    - b. Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2.1 and Guideline B4.2.
  2. The member shall reimburse the club in full:
    - (a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.2; and
    - (b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.1.
- Exclusions**
3. There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.
  4. The club shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the member or the member's servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:
    - a. Any chemical, biological, bio-chemical or electromagnetic weapon
    - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

**Cancellation and automatic termination of cover**

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

**Conditions**

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

## Offshore P&I war risks clause 2017

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

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

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

<b>Chemical, biological, bio-chemical, electromagnetic weapons and computer virus exclusion clause</b>	<b>6</b>	This paragraph 6 overrides 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>Maintenance of standard hull war risks cover</b>	<b>7</b>	Where the unit is entered by the member as an owner's entry, the member will maintain standard hull war risks cover with P&I inclusion clauses attached for not less than the hull value of the unit and this cover will respond only in excess of claims recoverable thereunder.
<b>Deductible</b>	<b>8</b>	The deductible shall be that set out in the member's certificate of entry.
<b>Limit</b>	<b>9</b>	The limit of club cover shall be that set out in the certificate of entry or US\$150 million, any one event or series thereof in the aggregate, whichever is the lesser.

## Offshore bio-chemical risks inclusion clause 2017

<b>Cover</b>	<b>1.1</b>	The liability of the member, not being a charterer: <ol style="list-style-type: none"><li><b>(1)</b> 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),</li><li><b>(2)</b> for the legal costs and expenses incurred solely for the purpose of avoiding or minimising any liability or risk insured by the club</li></ol>	
	<b>1.2</b>	where such liability is not recoverable under the cover provided by the club for such liabilities and losses as would be covered under the Offshore P&I rules of the club	
	<b>1.3</b>	solely by reason of the operation of an exclusion of liabilities and losses directly or indirectly caused by or contributed to by or arising from <ol style="list-style-type: none"><li><b>(1)</b> any chemical, biological, bio-chemical or electromagnetic weapon</li><li><b>(2)</b> the use or operation, as a means for inflicting harm, of any computer virus,</li></ol>	
	<b>1.4</b>	other than liabilities and losses arising from: <ol style="list-style-type: none"><li><b>(1)</b> explosives or the methods of the detonation or attachment thereof</li><li><b>(2)</b> the use of the unit or its cargo as a means for inflicting harm, unless such cargo is a chemical, biological or bio-chemical weapon</li><li><b>(3)</b> 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.</li></ol>	
	<b>Excluded areas</b>	<b>2.1</b>	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.
		<b>2.2</b>	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 shall be that set out in the member's certificate of entry.

**Limit of cover**

- 5.1** Subject to paragraph 5.2, the limit of club cover under this extension in respect of all claims shall be in the aggregate US\$10 million each unit any one event or series thereof arising from any one event.
- 5.2** In the event that there is more than one entry by any person for biochemical risks cover as provided herein in respect of the same unit with the club, the aggregate recovery in respect of all liabilities and losses arising under such entries shall not exceed the amount stipulated in paragraph 5.1 and the liability of the club under each such entry shall be limited to such proportion of that amount as the claims arising under that entry bear to the aggregate of all such claims recoverable from the club.

## Offshore liability extension clause 2017

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

### Risks covered 2

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

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

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

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

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

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

#### Exclusions to paragraph 2.3

There shall be no recovery under paragraph 2.3:

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

- Pollution**      **2.4.1**      Liabilities under the terms of any contract in respect of remedial measures and/or personal injury and/or death and/or loss of, damage to or loss of use of property, caused directly by seepage, pollution or contamination from any hole or well in respect of which the unit is employed or utilised.
- 2.4.2**      Liabilities in respect of removing, nullifying, or cleaning up seeping, polluting, or contaminating substances emanating from any hole or well in respect of which the unit is employed or utilised, including the cost of containing and/or diverting the substances and/or preventing the substances reaching the shore, provided always that liability for such seepage, pollution or contamination is incurred by the member by reason of his fault or negligence and results from an event taking place during the period of cover under this clause.
- Clean-up costs**   **2.5**      Liabilities in connection with the clean-up of debris, tools, machinery or equipment lost or deposited on the seabed as a result of a casualty.
- Sue and labour**   **2.6**      Extraordinary costs and expenses reasonably incurred on or after the occurrence of any event liable to give rise to a claim upon the club and incurred solely for the purpose of avoiding or minimising any liability against which the member is insured by the club, but only to the extent that those costs and expenses have been incurred with the prior agreement of the managers, or to the extent that the board determines.

**Exclusion to paragraph 2.6**

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

- Legal costs**      **2.7**      Legal costs and expenses relating to any liabilities which in the opinion of the managers are likely to result in a claim covered by this extension, but only to the extent that such legal costs and expenses have been incurred with the agreement of the managers.
- Exclusions**      **3**      There shall be no recovery for liabilities:
- (1)** for which the member would be covered if the unit were entered in the club for standard risks under the Offshore P&I rules;
  - (2)** which do not arise out of operations or activities for which the member is legally liable either as owner, operator or charterer of the unit or as employer of personnel performing operations or activities relating to the unit, unless otherwise agreed by the managers;
  - (3)** which could reasonably have been avoided or minimized by the use of the unit, or of the member's own equipment or personnel;
  - (4)** relating to the loss of or damage to or replacement, recovery, removal or clean-up of any tool, machinery or equipment or part thereof whilst below the surface of the seabed in any hole or well in respect of which the unit is employed or utilised;



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

**Scope of recovery**

**4**

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

**Deductible and limit of cover**

**5**

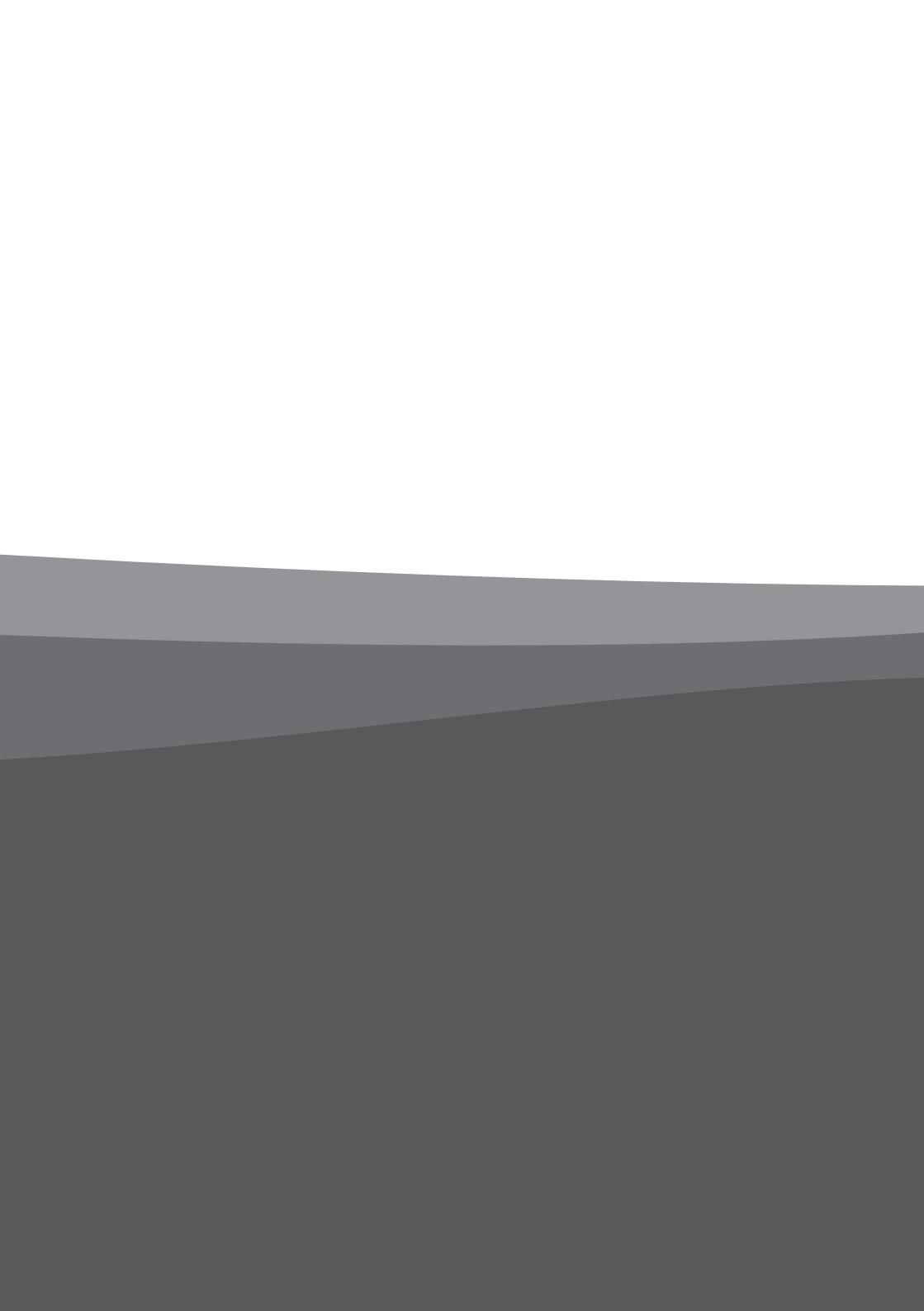
The applicable deductible and limit of club cover shall be that set out in the member's certificate of entry.



# 06

Offshore P&I Rules and  
Correspondents

## Oil Spills in the United States



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

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

Tel: +1 212 809 8085

After hours:

LeRoy Lambert o: +1 646 753 9020  
m: +1 973 444 2683  
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

Offshore P&I Rules and  
Correspondents

## Maps and Correspondents





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

[www.standard-club.com](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.

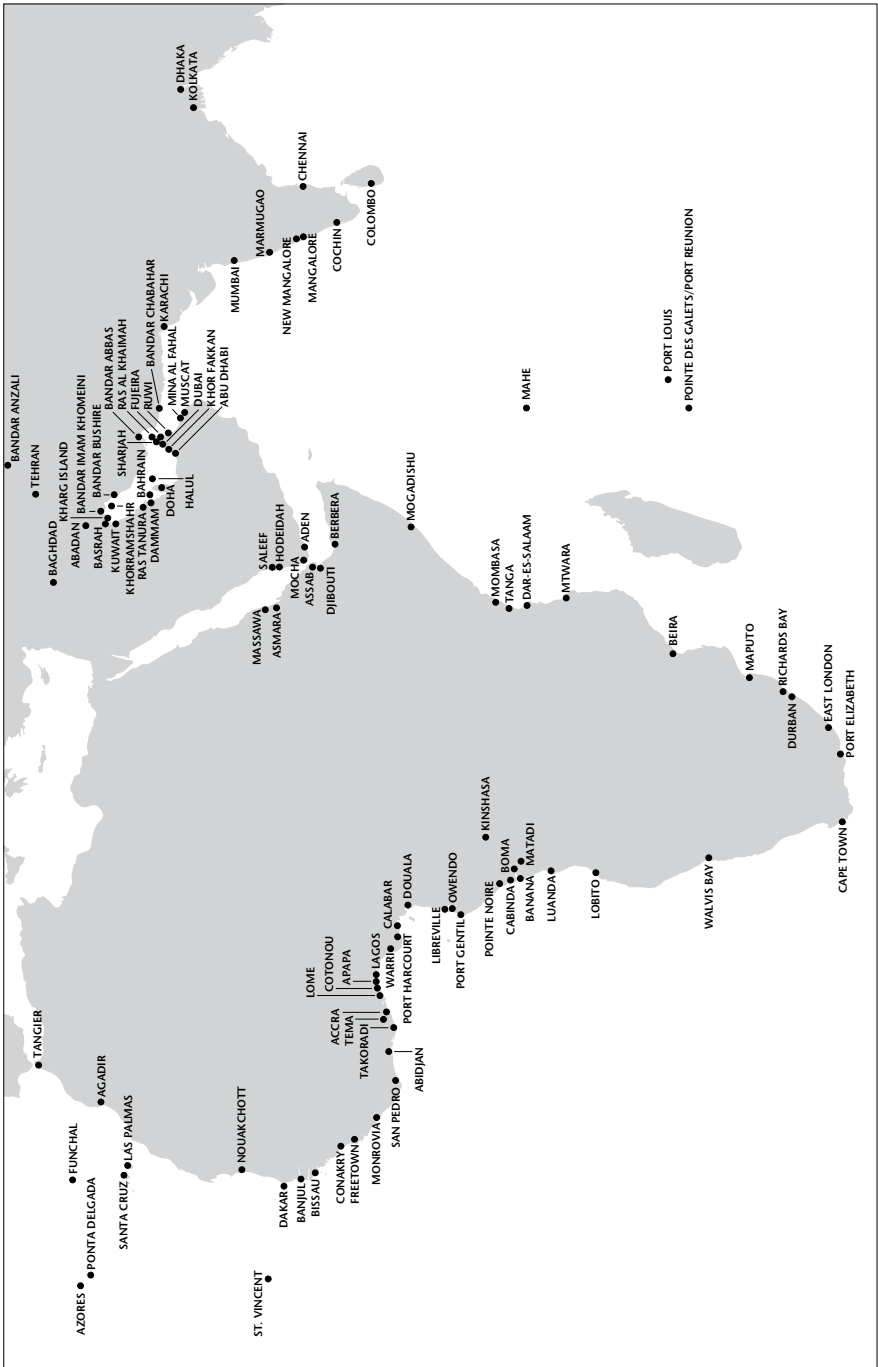
**+44 79 3211 3573**



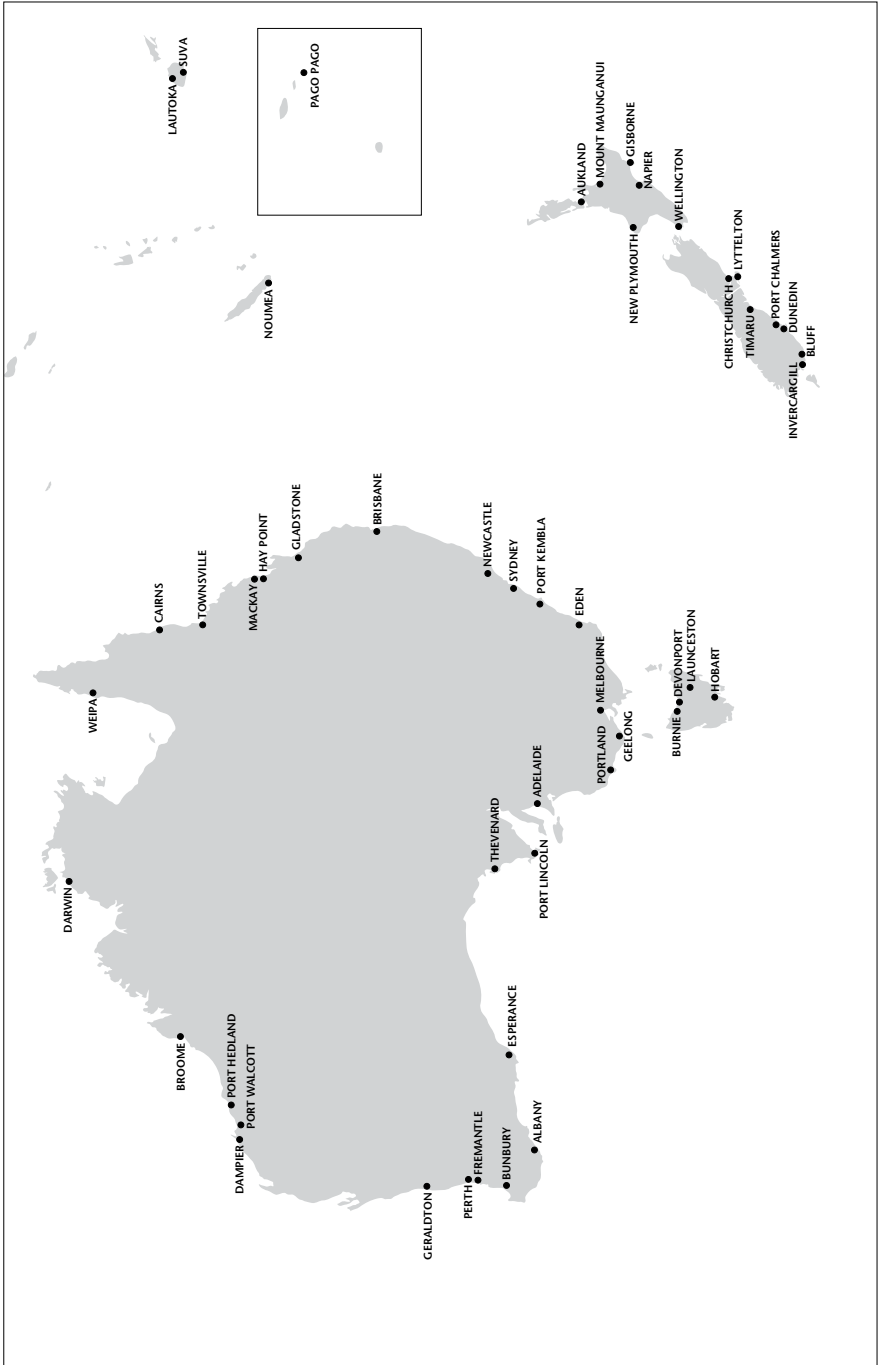






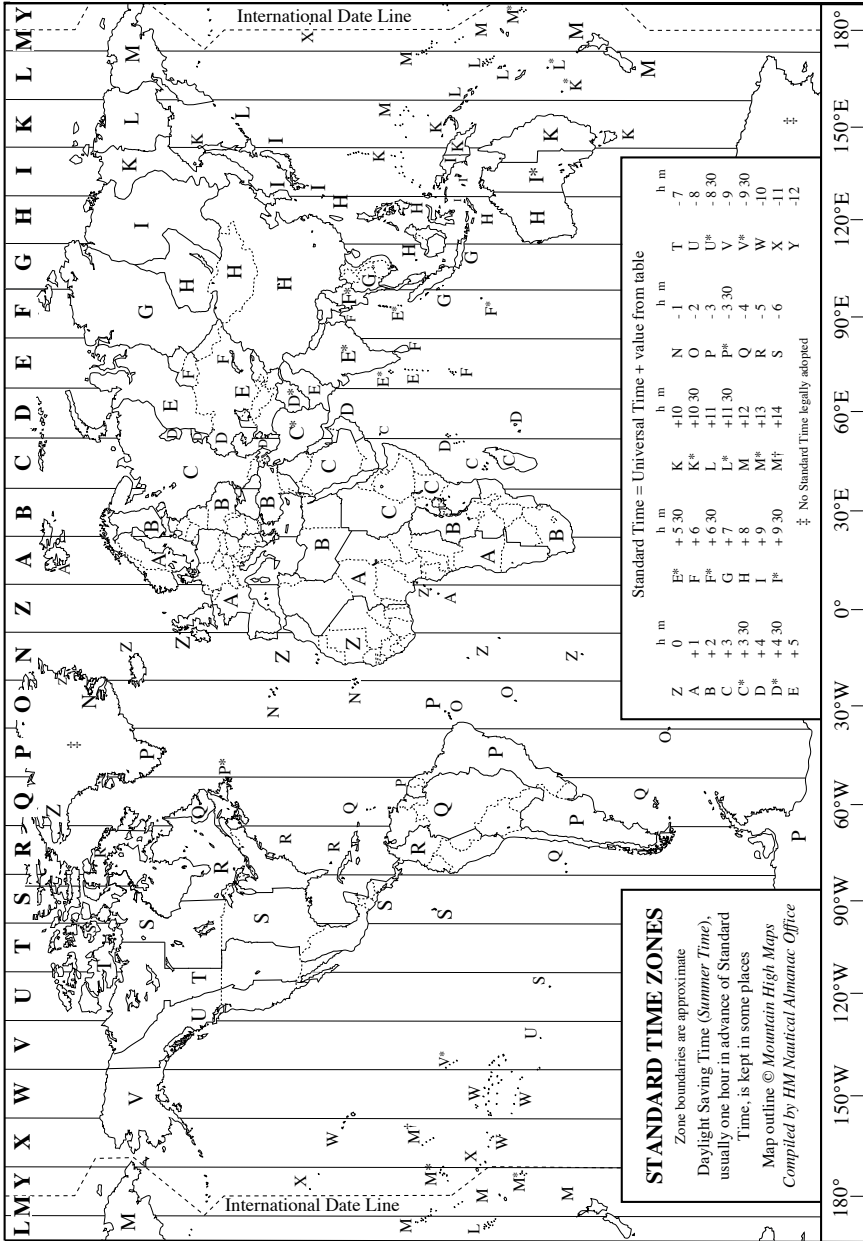








# WORLD MAP OF TIME ZONES



Map kindly supplied by HM Nautical Almanac Office at  
 Copyright Council for the Central Laboratory of the Research Councils



<b>Albania</b>					
Durres	101	Dhaka	97	<b>Cape Verde Islands</b>	
<b>Algeria</b>		<b>Barbados</b>		St. Vincent	168
Algiers	70	Barbados, West Indies	76	<b>Cayman Islands</b>	
Annaba	71	<b>Belgium</b>		George Town, Grand Cayman	107
Oran	142	Antwerp	71	<b>Chile</b>	
<b>Angola</b>		Ghent	107	Antofagasta	71
Cabinda	86	Ostend	142	Arica	72
Lobito	125	Zeebrugge	181	Caldera	87
Luanda	126	<b>Benin</b>		Chanaral	90
<b>Argentina</b>		Cotonou	94	Coquimbo	93
Bahia Blanca	74	<b>Bermuda</b>		Iquique	114
Buenos Aires	85	Hamilton	111	Lirquen	124
Necochea	138	<b>Bonaire</b>		Puerto Aisen	152
Rosario	157	Kralendijk	119	Puerto Montt	153
<b>Aruba</b>		<b>Brazil</b>		Punta Arenas	153
Orangestad	142	Aracaju	72	San Antonio	159
<b>Australia</b>		Belem	79	San Vincente	162
Adelaide	67	Cabedelo	86	Talcahuano	170
Albany	68	Fortaleza	103	Tocopilla	174
Brisbane	84	Itaqui	115	Valdivia	176
Broome	84	Maceio	127	Valparaiso	177
Bunbury	85	Manaus	128	<b>China</b>	
Cairns	87	Natal	138	Beijing	78
Dampier	96	Paranagua	144	Dalian	96
Darwin	97	Porto Alegre	152	Guangzhou	108
Eden	102	Recife	155	Hainan	109
Esperance	102	Rio de Janeiro	157	Lianyungang	123
Fremantle	104	Rio Grande	157	Ningbo	140
Geelong	105	Salvador do Bahia	159	Qingdao	154
Geraldton	107	Santos	163	Shanghai	166
Gladstone	107	Sao Luis	163	Shen Zhen	166
Hobart	112	Vitoria	179	Talien	170
Launceston	122	<b>Bulgaria</b>		Tianjin	174
Melbourne	131	Bourgas	82	Xiamen	181
Newcastle	139	Sofia	167	Yantai	181
Perth	145	Varna	178	Zhanjiang	181
Port Hedland	149	<b>Cambodia</b>		<b>Colombia</b>	
Port Kembla	149	Phnom Penh	145	Barranquilla	77
Port Walcott	151	Sihanoukville	166	Bogota	81
Sydney	169	<b>Cameroon</b>		Buenaventura	85
Townsville	175	Douala	99	Cartagena	89
Ulverstone	176	<b>Canada</b>		Puerto Bolivar	152
<b>Azerbaijan</b>		Baie Comeau	74	San Andres	159
Baku	74	Gaspe	105	Santa Marta	162
<b>Azores</b>		Gros Cacouna	108	Tumaco	176
Ponta Delgada	147	Halifax, N.S.	110	Turbo	176
<b>Bahamas</b>		Montreal	110	<b>Congo, Democratic Republic of</b>	
Freeport	103	Port Alfred	135	Banana	75
Nassau	138	Port Cartier	147	Boma	81
<b>Bahrain</b>		Quebec City	148	Kinshasa	118
Almanamah	70	Rimouski	154	Matadi	130
Bahrain	74	Saint John, New Brunswick	156	<b>Congo, Republic of</b>	
Sitra	167	Sept-Iles	158	Pointe Noire	147
<b>Bangladesh</b>		St. John's, Newfoundland	164	<b>Corsica</b>	
Chittagong	91	Toronto	167	Ajaccio	68
		Vancouver	178	Bastia	78

Calvi	87	Boulogne	82	Thessaloniki	173
<b>Costa Rica</b>		Brest	83	<b>Guadeloupe</b>	
Puerto Caldera	152	Calais	87	Pointe à Pitre	147
Puerto Limon	153	Cherbourg	91	<b>Guam</b>	
San Jose	160	Dieppe	97	Guam	108
<b>Croatia</b>		Donges	99	Hagatna	109
Dubrovnik	100	Dunkirk	101	<b>Guatemala</b>	
Rijeka	156	Fos	103	Champerico	90
<b>Cuba</b>		La Rochelle-Pallice	121	Guatemala City	108
Havana	111	Le Havre	123	Puerto Barrios	152
<b>Curacao</b>		Les Sables d'Olonne	123	Santo Tomas De Castilla	162
Willemstad	180	Lorient	126	<b>Guinea</b>	
<b>Cyprus</b>		Marseille	130	Conakry	93
Famagusta	102	Montoir	135	<b>Guinea-Bissau</b>	
Kyrenia	120	Nantes	137	Bissau	81
Larnaca	122	Paris	144	<b>Guyana</b>	
Limassol	124	Port De Bouc	148	Georgetown	107
Nicosia	140	Port La Nouvelle	149	<b>Haiti</b>	
<b>Denmark</b>		Port Saint Louis Du Rhone	150	Port au Prince	147
Aalborg	66	Rouen	158	<b>Honduras</b>	
Aarhus	66	Saint Nazaire	159	La Ceiba	120
Copenhagen	93	Sete	164	Puerto Castilla	152
Esbjerg	102	St. Malo	167	Puerto Cortes	153
<b>Djibouti</b>		Toulon	175	San Pedro Sula	161
Djibouti	98	<b>Gabon</b>		Tegucigalpa	172
<b>Dominican Republic</b>		Libreville	123	Tela	173
Santo Domingo	162	Owendo	142	<b>Hong Kong</b>	
<b>Ecuador</b>		Port Gentil	148	Hong Kong	112
Guayaquil	109	<b>Gambia, The</b>		<b>Iceland</b>	
Puerto Bolivar	152	Banjul	76	Reykjavik	155
<b>Egypt</b>		<b>Georgia</b>		<b>India</b>	
Alexandria	69	Batumi	78	Chennai	91
Damietta	96	Poti	152	Cochin	92
Port Said	150	<b>Germany</b>		Kolkata	119
Suez	168	Brake	82	Madras	127
<b>El Salvador</b>		Bremen	83	Mangalore	128
Acajutla	67	Bremerhaven	83	Mormugao	136
La Union	121	Brunsbüttel	85	Mumbai	137
<b>Equatorial Guinea</b>		Cuxhaven	95	New Mangalore	139
Malabo	127	Emden	102	<b>Indonesia</b>	
<b>Eritrea</b>		Hamburg	110	Jakarta	116
Asmara	72	Kiel	117	Surabaya	169
Assab	72	Lübeck	127	<b>Iran</b>	
<b>Estonia</b>		Nordenham	140	Abadan	66
Tallinn	170	Rostock	158	Bandar Chabahar	75
<b>Fiji</b>		Stralsund	168	Bandar-e Abbas	75
Lautoka	122	Wilhelmshaven	179	Bandar-e Anzali	75
Suva	169	Wismar	181	Bandar-e Bushehr	75
<b>Finland</b>		<b>Ghana</b>		Bandar-e Emam Khomeyni	75
Helsinki	111	Accra	67	Kharg Island	117
<b>France</b>		Takoradi	170	Khorramshahr	117
Bayonne	78	Tema	173	Tehran	172
Bordeaux	82	<b>Gibraltar</b>		<b>Iraq</b>	
		Gibraltar	107	Baghdad	73
		<b>Greece</b>			
		Piraeus	146		
		Salonika	159		

Basrah	78	Moji and Western Japanese	102
Umm Qasr	176	Ports	109
<b>Ireland</b>		Nagasaki	137
Cork	94	Nagoya	137
Dublin	100	Osaka	142
<b>Israel</b>		Tokyo	174
Ashdod	72	Yokohama	181
Eilat	102	<b>Jordan</b>	
Haifa	109	Amman	70
<b>Italy</b>		Aqaba	72
Ancona	71	<b>Kazakhstan</b>	
Augusta	73	Alma-Ata	70
Bari	77	<b>Kenya</b>	
Brindisi	84	Mombasa	133
Cagliari	86	<b>Kuwait</b>	
Catania	90	Kuwait	120
Civitavecchia	92	<b>Latvia</b>	
Crotone	95	Liepaja	124
Formia	103	Riga	156
Gaeta	104	Ventspils	178
Gela	106	<b>Lebanon</b>	
Genoa	106	Beirut	79
Gioia Tauro	107	<b>Liberia</b>	
Imperia	114	Monrovia	134
La Spezia	121	<b>Libya</b>	
Leghorn	123	Benghazi	79
Licata	124	Misurata	132
Livorno	125	Tripoli	175
Marina di Carrara	129	<b>Lithuania</b>	
Marsala	129	Klaipeda	118
Messina	131	<b>Madagascar</b>	
Milazzo	132	Toamasina	174
Monfalcone	134	<b>Malaysia</b>	
Naples	138	Bintulu, Sarawak	80
Olbia	142	Kota Kinabalu, Sabah	119
Palermo	143	Kuching, Sarawak	120
Porto Empedocle	152	Miri, Sarawak	132
Porto Nogaro	152	Penang	144
Porto Torres	152	Port Kelang	149
Ravenna	155	Sandakan, Sabah	162
Reggio Calabria	155	Tawau, Sabah	172
Rome	157	<b>Malta</b>	
Salerno	159	Valletta	177
San Antioco	159	<b>Mauritania</b>	
Savona	164	Nouadhibou	140
Syracuse	169	Nouakchott	141
Taranto	171	<b>Mauritius</b>	
Trapani	175	Port Louis	149
Trieste	175	<b>Mexico</b>	
Venice	178	Acapulco	67
<b>Ivory Coast</b>		Altamira	70
Abidjan	66	Ciudad del Carmen	92
San Pedro	161	Coatzacoalcos	92
<b>Jamaica</b>		Do Bocas	98
Kingston	118	Ensenada	102
<b>Japan</b>		Guaymas	109
Kobe	119	La Paz	120
		Lazaro Cardenas	122
		Manzanillo	129
		Mazatlan	130
		Mexico City	131
		Progreso	152
		Puerto Vallarta	153
		Rosarito	157
		Salina Cruz	159
		San Juan De La Costa	161
		Tampico	171
		Topolobampo	174
		Tuxpan	176
		Veracruz	178
		<b>Monaco</b>	
		Monaco	134
		<b>Montenegro</b>	
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		<b>Morocco</b>	
		Agadir	68
		Casablanca	89
		Safi	158
		Tangier	171
		<b>Mozambique</b>	
		Beira	79
		Maputo	129
		<b>Myanmar</b>	
		Yangon	181
		<b>Namibia</b>	
		Walvis Bay	179
		<b>Netherlands</b>	
		Amsterdam	70
		Delfzijl	97
		Eemshaven	102
		Flushing	103
		Groningen	108
		Ijmuiden	114
		Rotterdam	158
		Terneuzen	173
		Vlissingen	179
		<b>New Caledonia</b>	
		Noumea	141
		<b>New Zealand</b>	
		Auckland	73
		Bluff	81
		Christchurch	92
		Dunedin	101
		Gisborne	107
		Invercargill	114
		Lyttleton	127
		Mount Maunganui	136
		Napier	137
		New Plymouth	139
		Port Chalmers	148
		Tauranga	172

Timaru	174	Lisbon	125	Port Elizabeth	148
Wellington	179	Oporto	142	Richards Bay	156
<b>Nicaragua</b>		Viana Do Castelo	179	<b>South Korea</b>	
Bluefields	81	<b>Puerto Rico</b>		Busan	86
Corinto	94	San Juan	161	Inchon	114
Managua	128	<b>Qatar</b>		Seoul	164
Puerto Sandino	153	Doha	98	<b>Spain</b>	
San Juan Del Sur	161	Halul	110	Algeciras	69
<b>Nigeria</b>		Umm Said	176	Alicante	70
Apapa	71	<b>Reunion Island</b>		Almeria	70
Calabar	87	Pointe des Galets	147	Aviles	73
Lagos	121	Port Reunion	150	Barcelona	77
Port Harcourt	149	<b>Romania</b>		Bilbao	80
Warri	179	Braila	82	Cadiz	86
<b>Norway</b>		Bucharest	85	Ceuta	90
Aaheim	66	Constantza	93	Gijon	107
Bergen	80	Galatz	105	Huelva	113
Maaloy	127	Sulina	169	La Coruna	120
Mongstad	134	<b>Russia</b>		Las Palmas, Canary Islands	122
Oslo	142	Arkhangelsk	72	Malaga	128
Stavanger	168	Kaliningrad	116	Palamos	143
Sture	168	Moscow	136	Palma de Mallorca	143
Trondheim	175	Murmansk	137	Pasajes	144
<b>Oman, Sultanate of</b>		Nakhodka	137	Santander	162
Mina al Fahal	132	Novorossiysk	141	Seville	165
Muscat	137	Sevastopol	165	Tarragona	171
Port Salalah	150	St. Petersburg	168	Tenerife, Canary Islands	173
Port Sultan Qaboos	151	Tuapse	175	Valencia	177
Qalhat Port	153	Vladivostok	179	Vigo	179
<b>Pakistan</b>		Vostochnyj	179	<b>Sri Lanka</b>	
Karachi	117	Vyborg	179	Colombo	92
<b>Panama, Republic of</b>		<b>Samoa, American</b>		<b>Sudan</b>	
Balboa	74	Pago Pago	143	Port Sudan	151
Cristobal	95	<b>Saudi Arabia</b>		<b>Surinam</b>	
<b>Papua New Guinea</b>		Dammam	96	Paramaribo	143
Port Moresby	149	Jeddah	116	<b>Sweden</b>	
<b>Paraguay</b>		Ras Tanura	154	Gothenburg	108
Asuncion	73	<b>Senegal</b>		Malmo	128
<b>Peru</b>		Dakar	95	Stockholm	168
Callao	87	<b>Seychelles</b>		<b>Switzerland</b>	
Lima	124	Mahe	127	Geneva	106
<b>Philippines</b>		<b>Sierra Leone</b>		<b>Syria</b>	
Manila	128	Freetown	104	Banias	76
<b>Poland</b>		<b>Singapore</b>		Lattakia	122
Gdansk	105	Singapore	166	Tartous	172
Gdynia	105	<b>Slovenia</b>		<b>Taiwan</b>	
Szczecin	169	Koper	119	Kaohsiung	116
<b>Polynesia, French</b>		<b>Somalia</b>		Keelung	117
Papeete	143	Berbera	79	Taipei	170
<b>Portugal</b>		Mogadishu	133	<b>Tanzania</b>	
Aveiro	73	<b>South Africa</b>		Dar es Salaam	96
Azores	73	Cape Town	88	<b>Thailand</b>	
Figueira da Foz	102	Durban	101	Bangkok	75
Funchal	104	East London	102	<b>Togo</b>	
Leixoes	123			Lome	125

<b>Trinidad and Tobago</b>			
Port of Spain	150	Freeport, Tex.	104
<b>Tunisia</b>		Galveston, Tex.	105
Bizerte	81	Honolulu, Hawaii	113
Gabes	104	Houston, Tex.	113
Sfax	165	Jacksonville, Fla.	115
Sousse	167	Ketchikan, Alaska	117
Tunis	176	Lake Charles, La.	122
<b>Turkey</b>		Long Beach, Ca.	126
Iskenderun	114	Los Angeles, Ca.	126
Istanbul	115	Miami, Fla.	132
Izmir	115	Milwaukee, Wis.	132
Mersin	131	Mobile, Ala.	133
<b>Ukraine</b>		New Jersey, N.Y.	139
Ilyichevsk	114	New Orleans, La.	139
Izmail	115	New York, N.Y.	139
Kherson	117	Norfolk, Va.	140
Kiev	117	Pensacola, Fla.	144
Mariupol	129	Philadelphia, Pa.	145
Nykolayev	141	Port Arthur, Tex.	147
Odessa	142	Port Canaveral, Fla.	148
Yuzhnyy	181	Port Everglades, Fla.	148
<b>United Arab Emirates</b>		Portland, Maine	151
Abu Dhabi	66	Portland, Ore.	151
Dubai	100	Portsmouth, Va.	152
Fujairah	104	San Diego, Ca.	159
Khor Fakkan	117	San Francisco, Ca.	160
Sharjah	166	Savannah, Ga.	163
<b>United Kingdom</b>		Seattle, Wa.	164
Aberdeen	66	Sitka, Alaska	167
Barrow	77	Skagway, Alaska	167
Falmouth	102	Tacoma, Wa.	169
Felixstowe	102	Tampa, Fla.	171
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AAHEIM Norway

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See Copenhagen

AARHUS Denmark

See Copenhagen

ABADAN Iran

See Tehran

ABERDEEN United Kingdom

See Glasgow

ABIDJAN Ivory Coast

**T.C.I. Africa C.I.**

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

Contact:	<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) tci-abidjan@tci-africa.com

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.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</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>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) satyajith.warriar@gac.com
	<b>Mr D. Gopal</b>	+971 50 614 9687 (Mobile) das.gopal@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:	<b>Ms C. Van Helden</b>	+503 2273 5116 (Home) +503 7854 5620 (Mobile) ccvhp88@hotmail.com
	<b>Mr R. Arguello</b>	+503 7069 9690 (Mobile) raf@servimares.com

## MCA – El Salvador

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

Contact:	<b>Mr M. Guillen</b>	+503 7853 4140 (Mobile)
	<b>Mr G. Polio</b>	+503 7850 1160 (Mobile)
	<b>Mr J. Vides</b>	+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:	<b>Mr I. Maitland</b>	+61 8 8388 5543 (Home) +61 407 297 067 (Mobile) ian.maitland@wallmans.com.au
	<b>Mr S. Lumsden</b>	+61 403 069 812 (Mobile) scott.lumsden@wallmans.com.au
	<b>Ms M. Burton</b>	+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 2 203 237 (Home)  
+967 733 762 504 (Mobile)  
capt.aliahmed@yemen.net.ye

---

**Dr A. Yassin** +967 2 301 475 (Home)  
+967 733 365 517 (Mobile)  
pni.aden@hodship.aden.com.ye

Copy all correspondence to: hassan.kassim@hodshipyemen.com and nigelchevriot@yahoo.com or nigelchevriot@thabetgroup.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 3 484 6509 (Home) +20 12 2214 3213 (Mobile) abdelhamid.fahmy@eldibpandi.com
	<b>Mr A. Metwally</b>	+20 3 545 6154 (Home) +20 12 2327 3624 (Mobile) ahmed.metwally@eldibpandi.com
	<b>Ms N. Eldib</b>	+20 3 392 6000 (Home) +20 10 0188 4433 (Mobile) nada.eldib@eldibpandi.com

24 hours phone number: +20 12 2327 3620

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

Telephone: +20 3 486 8530  
Facsimile: +20 3 487 4435  
Address: 7 Saad Zaghloul Square, Alexandria, Egypt  
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) ibrahim.hamza@mescoalex.com
	<b>Mr R. Farouk</b>	+20 3 583 0882 (Home) +20 10 0091 6071 (Mobile) rehab.farouk@mescoalex.com
	<b>Mr A. El Sabbagh</b>	+20 3 484 3292 (Home) +20 12 2234 7905 (Mobile) 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	
Contact:	<b>Mr R. Francis</b>	+213 661 535 209 (Mobile) r.francis@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>Mr A. Ignatyev</b>	+7 701 764 0515 (Mobile)

## ALMANAMAH Bahrain

### Inchape 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-Poniente, S/N, Nave de J. Ronco & Cia, S.L., Puerto de Almeria, Almeria, 04002, Spain	
E-mail:	info@alfredorodriguez.es	
Website:	www.alfredorodriguez.es	
Contact:	<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:	telstar1@go.com.jo	
Contact:	<b>Mr S. Kharbutli</b>	+962 795 688 886 (Mobile)
	<b>Mr I. Jiries</b>	+962 795 534 696 (Mobile)

## AMSTERDAM Netherlands

### DUPI Amsterdam B.V.

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

**ANCHORAGE Alaska, U.S.A.****Keesal Young & Logan**  
(Lawyers)

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

Contact: **Mr D. Davis** +1 907 346 3579 (Home)  
 +1 907 229 4218 (Mobile)  
 doug.davis@kyl.com

---

**Mr H. Ray** +1 907 272 2543 (Home)  
 +1 907 229 4217 (Mobile)  
 bert.ray@kyl.com

**ANCONA Italy****Ferpandi S.r.l.**

See Ravenna

**ANNABA Algeria**

See Algiers

**ANTOFAGASTA Chile**

See Valparaiso

**ANTWERP Belgium****DUPI Antwerp N.V.**

Telephone: +32 3 206 0050  
 Facsimile: +32 3 206 0059  
 Address: Frankrijklei 33 b.2, Antwerp, 2000, Belgium  
 E-mail: antwerp@dupi.com  
 Website: www.dupi.com

Contact: **Capt J. Tack** +32 475 745 445 (Mobile)  
 jean-louis.tack@dupi.com

---

**Mrs M. Lardot** +32 3 663 0023 (Home)  
 +32 478 989 806 (Mobile)  
 monique.lardot@dupi.com

---

**Mrs S. Van Wijnendaele** +32 473 755 923 (Mobile)  
 sophie.van.wijnendaele@dupi.com

**Langlois & Co.**

Telephone: +32 3 225 0655  
 Facsimile: +32 3 232 8824  
 Address: Belcrownlaan 13, Antwerp, 2100, Belgium  
 E-mail: mail@langlois.be

Contact: **Mr K. Van Coppenolle** +32 475 719 560 (Mobile)  
 kurt.vancoppenolle@langlois.be

---

**Mr S. Van den Berghe** +32 475 354 660 (Mobile)  
 steve.vandenberghel@langlois.be

---

**Mrs A. Huys** +32 475 411 847 (Mobile)  
 angeline.huys@langlois.be

---

**Mr G. Loriers** +32 475 453 959 (Mobile)  
 guy.loriers@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:	telstar@go.com.jo	
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

## ASHDOD Israel

### M. Dizengoff & P&I Representatives Ltd.

Telephone:	+972 8 856 5779	
Facsimile:	+972 8 856 4931	
Address:	P.O. Box 4092, Port Area, Ashdod, 77190, Israel	
E-mail:	ash@dizrep.co.il	
Website:	www.dizrep.com	
Contact:	<b>Mr M. Aharoni</b>	+972 527 283 848 (Mobile) miki@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@ersol.com.er	
Contact:	<b>Mr G. Michael</b>	+291 1 711 3503 (Home)
	<b>Capt H. Ghebremicael</b>	+291 1 552 915 (Home)
	<b>Mr G. Bemane</b>	+291 1 552 110 (Home)
	<b>Capt V. Menon</b>	+291 1 552 002 (Home) +882 162 144 6184 (Mobile)

## ASSAB Eritrea

See Asmara

## ASUNCION Paraguay

### Pandi Paraguay

Telephone: +595 21 284122  
Address: Avda. Artigas 3421, c/Tte. Espinola, Barrio Virgen de Fatima,  
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: Level 5, Southern Cross Building, 59 High St, P.O. Box 437,  
Auckland, 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@carboymessina.com  
Contact: **Mr S. Garbutt** +39 090 393 034 (Home)  
+39 347 330 4042 (Mobile)

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

Telephone: +39 091 587 377  
Facsimile: +39 091 322 435  
Address: Via Principe Umberto 104, Augusta, Sicily, 96011, Italy  
E-mail: info@tagliaviapandi.it  
Website: www.tagliaviapandi.it  
Contact: **Mr A. Sorrentino** +39 348 601 7627 (Mobile)  
technical@tagliaviapandi.it  
**Mr G. Tagliavia** +39 348 601 7625 (Mobile)  
gaetano.tagliavia@tagliaviapandi.it

24 hours emergency mobile: +39 339 808 9130

## 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: sadiqajashamy@yahoo.com  
Contact: **Mr B. Al Jashamy** +964 1 790 319 5278 (Mobile)

Alternative mobile: +962 796 655 175

## 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 E. Heiling** +54 9291 571 2627 (Mobile)  
ericheiling@walsh.com.ar

## BAHRAIN Bahrain

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

Telephone: +973 1782 1111  
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: **Capt K. Ephraim** +973 3998 1402 (Mobile)  
kevin.ephraim@iss-shipping.com  
**Mr V. Madasseri** +973 3940 7163 (Mobile)  
m.vinod@iss-shipping.com  
**Mr S. Khanduri** +973 6670 2640 (Mobile)  
shray.khanduri@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: **Mr R. Rodrigo** +973 3979 9074 (Mobile)  
claims.bahrain@gac.com  
**Mr M. Camara** +973 3969 0205 (Mobile)  
mike.camara@gac.com  
**Mr R. Edema** +973 3932 8300 (Mobile)  
claims.bahrain@gac.com

## BAIE COMEAU Canada

See Quebec City

## BAKU Azerbaijan

### Akaya Co. Ltd.

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

In case of difficulty contact liaison 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>	+1 410 347 7354 (Home) +1 410 370 0680 (Mobile) mhwhitman@ober.com
	<b>Mr G. Tobias</b>	+1 410 215 5203 (Mobile)

**BANANA** Congo, Democratic Republic of

See Kinshasa

**BANDAR CHABAHR** Iran

See Tehran

**BANDAR-E ABBAS** Iran**Iran Group of Surveyors**

Telephone: +98 763 223 4290  
 Address: 18th Km Shahid Rajaei Quay, Bandar-e Abbas, 79149, Iran  
 Contact: **Mr Moezzinia** +98 911 392 1076 (Mobile)

Contact via Tehran is preferable. Mobile number: +98 912 359 6539.  
 E-mail address: mojgan.golavar@igs-iran.com and mojgol@yahoo.com

**BANDAR-E ANZALI** Iran

See Tehran

**BANDAR-E BUSHEHR** Iran

See Tehran

**BANDAR-E EMAM KHOMEYNI** Iran**Iran Group of Surveyors**

Telephone: +98 615 228 2934  
 Address: No. 3, Kourosh Building, Shahid Beheshti St. (250 Dastgah),  
 Sarbandar, Bandar-e Emam Khomeyni, Iran  
 Contact: **Mr Nezarat** +98 916 151 5328 (Mobile)

Contact via Tehran is preferable. Mobile number: +98 912 359 6539.  
 E-mail address: mojgan.golavar@igs-iran.com and mojgol@yahoo.com

**BANGKOK** Thailand**Spica Services (Thailand) Ltd.**

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>	+662 932 0155 (Home) +6681 611 6449 (Mobile) capt.saroch@spica-thailand.com
	<b>Mr T. Songboonkeaw</b>	+662 542 4558 (Home) +6681 822 5187 (Mobile) tipakorn@spica-thailand.com
	<b>Capt C. Thanapansakul</b>	+662 346 7581 (Home) +668 1 823 6712 (Mobile) chaiyan@spica-thailand.com

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

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers. Please copy all e-mail correspondence to TCI Dakar: 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: **Ms D. Radovic** +382 69 379 709 (Mobile)  
**Ms M. Batricevic** +382 69 379 700 (Mobile)

Samer & Strugar Shipping  
d.o.o.

Telephone: +382 30 317 350  
 Facsimile: +382 30 315 563  
 Address: St. Marsala Tita, D-5, Bar, 85000, Montenegro  
 E-mail: samer.strugar@t-com.me  
 Website: www.samer.com

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

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

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, 08003, 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>Mr J. Giner</b>	+34 962 065 613 (Home) +34 637 300 179 (Mobile) giner@medpandi.com

## 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>	+39 335 532 4141 (Mobile)

## 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: **Mr B. Al Jashamy** +964 1 790 319 5278 (Mobile)  
sadiqaljashamy@yahoo.com  
**Capt F. Jabir** +964 4062 3639 (Home)  
+964 780 101 2912 (Mobile)

Alternative mobile: +962 796 655 175

## 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)

Alternative e-mail address: vitsan@vitsan.com.tr. 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

## BAYONNE France

See La Rochelle-Pallice

## BEAUMONT Texas, U.S.A.

### Charles Taylor Adjusting

See Houston

### Stevens Baldo Freeman & Lighty LLP (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** +1 409 656 9747 (Mobile)  
freeman@sbf-law.com

## BEIJING China

### Huatai Insurance Agency & Consultant Service Ltd.

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

Contact: **Mr J. Cui** +86 13701 230 630 (Mobile)

**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 13701 125 026

## 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. Mouracade & Co.

Telephone: +961 1 201 821  
Facsimile: +961 1 200 590  
Address: Chammah Building, Selim Bustros Street, P.O. Box 11 0367,  
Beirut, 1107 2040, Lebanon  
E-mail: mgmpandi@dm.net.lb  
Contact: **Mr R. Mouracade** +961 3 621 999 (Mobile)  
**Mrs M. Doueih** +961 76 325 615 (Mobile)  
**Mr A. Dakessian** +961 3 325 615 (Mobile)

24 hours emergency phone number: +961 3 622 244

### Baroudi & Associates

Telephone: +961 1 428 777  
Facsimile: +961 1 423 582  
Address: Achrafieh 5585 Building, P. Gemayal Avenue, P.O. Box 11-7236,  
Palais de Justice District, Beirut, Lebanon  
E-mail: baroudi@baroudilegal.com  
Website: www.baroudilegal.com  
Contact: **Mr S. Baroudi** +961 3 601 009 (Mobile)  
samir.baroudi@baroudilegal.com  
**Mr J. Baroudi** +961 3 323 252 (Mobile)  
jean.baroudi@baroudilegal.com

## BELEM Brazil

### Williams Brothers Ltda.

Telephone: +55 91 222 4973  
Facsimile: +55 91 223 9432  
Address: Rua Santo Antonio 316, Conj 501 Centro, Belem PA,  
66010 090, Brazil  
E-mail: wilpandi@williams.com.br  
Contact: **Mr J. Eduardo** +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: **Mr A. Ali** +252 2447 1058 (Mobile)  
**Mr O. Ali Dualeh** +252 2442 7016 (Mobile)  
**Mr A. Mousa** +252 2444 6096 (Mobile)

## BERGEN Norway

### Fjeld Consultant AS

Telephone:	+47 5559 7900	
Facsimile:	+47 5559 7901	
Address:	Littleasvegen 49, Nyborg, Bergen, 5132, Norway	
E-mail:	fc@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>	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 86 269 848 (Home) +60 19 851 3628 (Mobile) hgyap@harrisons.com.my
	<b>Ms A. Chua</b>	+60 88 413 613 (Home) +60 16 833 0767 (Mobile)

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: +33 491 140 460. 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 72 532 992 (Home)  
 +216 98 346 743 (Mobile)  
 makram.mejri@tipic.com.tn  
**Capt K. Chalghaf** +216 70 726 020 (Home)  
 +216 98 321 572 (Mobile)

**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, Oficina 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

## BORDEAUX France

**McLeans**

See La Rochelle-Pallice

## BOSTON Massachusetts, 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: cm@clinmuzyka.com  
Website: www.clinmuzyka.com  
Contact: **Mr T. Muzyka** +1 617 233 3472 (Mobile)  
tmuzyka@clinmuzyka.com  
**Mr R. Collins** +1 401 862 1247 (Mobile)  
rcollins@clinmuzyka.com

## BOULOGNE France

**Services Maritimes de  
Boulogne**

Telephone: +33 3 2130 4615  
Facsimile: +33 3 2183 5024  
Address: D3 Quai de l'Europe, Le Portel, Boulogne-sur-Mer, 62480, France  
E-mail: smb@nordnet.fr  
Contact: **Mr D. Secquepee** +33 3 2183 0125 (Home)  
+33 6 6221 4615 (Mobile)

## BOURGAS Bulgaria

**Kalimbassieris Maritime**

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

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

**Omur Marine Ltd.**

Telephone: +359 56 81 23 40  
Facsimile: +359 56 81 23 41  
Address: 124 Sheynovo Str., Et. 2, Bourgas, 8000, Bulgaria  
E-mail: omurmarine@omurmarine.com  
Contact: **Mr S. Slavov** +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>	+49 421 602 8534 (Home) +49 171 885 7940 (Mobile)
	<b>Mr H. Schmude</b>	+49 420 679 75 (Home) +49 171 885 7941 (Mobile)
	<b>Ms C. Meiners</b>	+49 171 885 7942 (Mobile)
	<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>	+49 421 5650 2291 (Home) +49 151 4006 7233 (Mobile) <a href="mailto:timo.wispeler@cwbrons.de">timo.wispeler@cwbrons.de</a>
	<b>Mr J. Diepenbroek</b>	+49 421 376647 (Home) <a href="mailto:jens.diepenbroek@cwbrons.de">jens.diepenbroek@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: 554, rue Juriën de la Gravière, 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 T. Le Page</b>	+33 6 4653 2566 (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

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

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 Pty Ltd.

See Sydney

### Thynne & Macartney

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 Georgia, 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>Mr V. Mancas</b>	+40 723 298 226 (Mobile)
	<b>Mrs C. Mancas</b>	+40 723 200 948 (Mobile)

Alternative office number: +40 21 323 9235

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  
Website: www.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**

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

Contact:	<b>Mr F. Ray</b>	+54 11 4801 0279 (Home) +54 911 4446 4220 (Mobile) fray@edye.com.ar
	<b>Mr A. Ray</b>	+54 11 4801 4384 (Home) aray@edye.com.ar
	<b>Dr J. Garcia</b>	+54 911 6878 5224 (Mobile) jgarcia@edye.com.ar

24 hours mobile: +54 911 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:	busanhs@hyopsung.co.kr	
Contact:	<b>Mr J. Jang</b>	+82 10 3562 5042 (Mobile)
	<b>Mr S. Choi</b>	+82 10 8904 8304 (Mobile)
	<b>Mr M. Choi</b>	+82 10 9420 2924 (Mobile)

## CABEDEL0 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.

Telephone:	+39 70 667 620	
Facsimile:	+39 70 664 008	
Address:	Via Canelles, 30, Cagliari, 09124, 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:	+39 70 830 026	
Facsimile:	+39 70 830 090	
Address:	Via L da Vinci 65, Quartu SE, Cagliari, Sardinia, 09045, Italy	
E-mail:	canepamar@libero.it	
Contact:	<b>Dott Ing M. Canepa</b>	+39 337 812 793 (Mobile)

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

See Sydney

**Brian White & Associates**

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

<b>Contact:</b>	<b>Mr B. White</b>	+61 7 4057 8444 (Home) +61 412 184 856 (Mobile) brian@bwamarine.com
	<b>Mr M. Fisher</b>	+61 7 3844 0964 (Home) +61 408 735 653 (Mobile) mfisher@thymac.com.au
	<b>Mr M. Hockaday</b>	+61 7 3397 4290 (Home) +61 422 318 678 (Mobile) mhockaday@thymac.com.au

**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

<b>Contact:</b>	<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: **Mr G. Hansen** +27 83 283 3493 (Mobile)  
hanseng@pandi.co.za  
**Mr N. Chetty** +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: **Mr M. Tucker** +27 82 788 0145 (Mobile)  
mtucker@ensafrica.com  
**Ms J. Kaufmann** +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, Oficina 78, Urb. Santa Paula, Caracas,  
Santa Paula, 1061, Venezuela  
E-mail: pandi@pandivzla.com  
Website: www.pandivenezuela.com

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

### Venepandi C.A.

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

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

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

## CARTAGENA Colombia

### Charles Taylor S.A.S.

See Bogota

### A&A Multiprime Ltda.

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

---

Contact: **Mr S. Moreno** +57 314 284 4799 (Mobile)  
smoreno@aamultiprime.com

---

**Ms A. Gast** +57 315 333 5072 (Mobile)

### Marventura Services Ltda.

Telephone: +57 1 623 2730  
Facsimile: +57 1 623 5829  
Address: Carrera 11A No. 93A-80 Oficina 204, Bogota, Colombia  
E-mail: marventura.mail@marventura.com  
Website: www.marventura.com

---

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

---

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

## 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  
morocco@mcleans.fr

---

Contact: **Ms V. Javelaud** +212 661 191 409 (Mobile)  
vjavelaud@mcleans.fr

---

**Mr I. Ennassiri** +212 661 985 429 (Mobile)  
iennassiri@mcleans.fr

### “DEFMAR” Societe Maghrebine de Defense Maritime

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

---

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

---

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

---

**Mrs F. Anchoum** +212 642 757 957 (Mobile)  
f.anchoum@defmar.com

---

**Mr T. Baalla** +212 666 269 518 (Mobile)  
t.baalla@defmar.com

---

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

## CATANIA Italy

### S.W. Garbutt & Son

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

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

Telephone:	+39 091 587 377	
Facsimile:	+39 091 322 435	
Address:	Via Cali 39, Catania, Sicily, 95131, Italy	
E-mail:	info@tagliaviapandi.it	
Website:	www.tagliaviapandi.it	
Contact:	<b>Mr A. Sorrentino</b>	+39 348 601 7627 (Mobile)
		technical@tagliaviapandi.it
	<b>Mr G. Tagliavia</b>	+39 348 601 7625 (Mobile)
		gaetano.tagliavia@tagliaviapandi.it

24 hours emergency mobile: +39 339 808 9130

## 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:	<b>Mr F. Ramos</b>	+34 629 533 276 (Mobile)
		ceuta@maritima-shipping.com

## CHAMPERICO Guatemala

See Guatemala City

## CHANARAL Chile

See Valparaiso

## CHARLESTON South Carolina, U.S.A.

See New York

### Charles Taylor P&I Management (Americas), Inc.

### Womble Carlyle Sandridge & Rice LLP

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:	<b>Mr S. Houseal</b>	+1 843 437 6620 (Mobile)
		shouseal@wcsr.com
	<b>Mr R. Gilsenan</b>	+1 843 847 8003 (Mobile)
		rgilsenan@wcsr.com
	<b>Mr G. Schreck</b>	+1 843 906 8523 (Mobile)
		gschreck@wcsr.com



## CHENNAI India

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

Telephone:	+91 44 2847 3591
Facsimile:	+91 44 2847 3590
Address:	TCR Regency Building, Flat A, Ground Floor, 10 Judge Jumbulingham Road, Myalpure, Chennai, 600 004, India
E-mail:	claims.chen@jamesmackintosh.com
Website:	www.jamesmackintosh.com
Contact:	<b>Mr M. Rao</b> +91 98 4007 5293 (Mobile) muralirao@jamesmackintosh.com
	<b>Mr P. Menon</b> +91 97 8992 2038 (Mobile) pkmenon@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:	<b>Mr P. Laplume</b> +33 6 1186 9057 (Mobile) pylplume@worms-sm.fr
	<b>Mr P. Doucet</b> +33 6 1197 6070 (Mobile) p.doucet@leh.worms-sm.fr

## CHICAGO Illinois, 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 31 613 783 (Home) +880 171 310 1044 (Mobile) bkc@jfbdltd.com
	<b>Mr M. Chowdhury</b> +880 31 718 056 (Home) +880 171 316 0081 (Mobile) 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 Co., L.P.A.**

Telephone: +1 216 236 2400  
 Facsimile: +1 216 236 2409  
 Address: 6480 Rockside Woods Blvd. South, Suite 360, Cleveland, Ohio, 44131-2224, United States of America  
 E-mail: rayrob@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

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. William</b>	+91 94 4715 0427 (Mobile) rwilliam.cok@jamesmackintosh.com
	<b>Mr J. Sudhir</b>	+91 95 6776 1009 (Mobile) jsudhir@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)
	<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: +224 664 323 702  
Address: P.O. Box 5106, Conakry, Guinea  
E-mail: tci-conakry@tci-africa.com  
Website: www.eltvedtosullivan.com

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

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

### Budd S.A.

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

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

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

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

## CONSTANZA Romania

### Interservices S.A.

Telephone: +40 241 611 644  
Facsimile: +40 241 611 644  
Address: Str. Revolutiei din 22, Decembrie 1989 No. 41, Bloc SNC, Etaj 2, Ap. 31, Constantza, 900735, Romania  
E-mail: constantza@mancas.ro

Contact: **Mr L. Badila** +40 341 441 539 (Home)  
+40 745 764 629 (Mobile)

**Capt S. Timofte** +40 241 736 123 (Home)  
+40 744 625 379 (Mobile)

**Mr G. Tudorache** +40 241 744 075 (Home)  
+40 744 656 604 (Mobile)

Alternative number: +40 241 616 543/+40 241 616 507

## COPENHAGEN Denmark

### P&I Scandinavia A/S

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

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

**Mr J. Krauthammer** +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: **Mr J. Kure** +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:	<b>Mr J. O'Connor</b>	+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:	<b>Mr J. Partridge</b>	+1 361 533 7756 (Mobile) jack.partridge@roystonlaw.com
	<b>Mr C. Lowrance</b>	+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

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

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

### Budd 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:	<b>Mr E. Boula</b>	+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:	<b>Mr A. Perret</b>	+507 6617 3229 (Mobile)
	<b>Mr J. Blennerhassett</b>	+507 6612 1152 (Mobile)
	<b>Ms S. Thompson</b>	+507 6614 1629 (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>Mr A. Sorrentino</b>	+39 348 601 7627 (Mobile) technical@tagliaviapandi.it
	<b>Mr G. Tagliavia</b>	+39 348 601 7625 (Mobile) gaetano.tagliavia@tagliaviapandi.it

24 hours emergency mobile: +39 339 808 9130

### 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: Südländstraße 6, Cuxhaven, 27478, Germany  
E-mail: cuxhaven@cwbrons.de

Contact:	<b>Capt J. Feldmann</b>	+49 4723 505 516
----------	-------------------------	------------------

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: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers

### Budd Senegal

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

Contact:	<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

## DALIAN China

### Huatai Insurance Agency & Consultant Service Ltd.

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

Contact:	<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

## DAMIETTA Egypt

See Port Said

## DAMMAM Saudi Arabia

### Mutual Marine Services Al Mushtaraka Ltd.

Telephone: +966 13 826 8326  
Facsimile: +966 13 827 5342  
Address: Al-Zakir Bokhari Building – Al Thobaishi, P.O. Box 8972,  
Dammam, 31492, Saudi Arabia  
E-mail: claims.dammam@mushtaraka.com

Contact:	<b>Mr S. Ahmed</b>	+966 13 827 1579 (Home) +966 50 584 0518 (Mobile) nizamuddin@mushtaraka.com
	<b>Mr I. Al Askary</b>	+966 50 680 1565 (Mobile) ibrahim.alaskary@mushtaraka.com
	<b>Mr A. Abdullatif</b>	+966 50 499 0865 (Mobile) ali.alatif@mushtaraka.com
	<b>Mr R. Nair</b>	+966 54 054 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. Mgya</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 734633;  
michael@robmarine.com

## DARWIN Australia

**Bayside Shipping Services  
Pty Ltd.**

See Sydney

## DELFIJL Netherlands

**DUPI Rotterdam B.V.**

See Rotterdam

## DETROIT Michigan, U.S.A.

**Foster Swift Collins &  
Smith, PC**  
(Lawyers)

Telephone: +1 248 539 9900  
Facsimile: +1 248 200 0252  
Address: 28411 Northwestern Highway, Suite 500, Southfield, Michigan,  
48034, United States of America

Contact: **Mr R. Dietz** +1 313 850 6528 (Mobile)  
rdietz@fosterswift.com

**Mr M. Liddane** +1 313 377 6288 (Mobile)  
mliddane@fosterswift.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 01911 340 350 (Mobile)  
dignam@bangla.net

**Mr M. Ohiullah** +880 01819 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, Republic of Djibouti	
E-mail:	gts.djibouti@gsk-group.com	
Website:	www.gsk-group.com	
Contact:	<b>Mr M. Sajid</b>	+253 7773 9224 (Mobile) mohamed.sajid@gsk-group.com
	<b>Mr A. Yacin</b>	+253 7712 9705 (Mobile) awal.hassan@gsk-group.com
	<b>Mr M. Nair</b>	+253 7778 5132 (Mobile) manoj.nair@gsk-group.com

### McLeans-Wams/Horn Shipping Company

Telephone:	+253 34 33 71	
Address:	Immeuble Salah Aden Sigad, Rue Bourhan Bey, Republic of Djibouti	
E-mail:	wams@mcleans.fr	
Contact:	<b>Mr M. Abadi Egeuh</b>	+253 7706 5988 (Mobile)
	<b>Mr P. Garo</b>	+33 6 0779 2028 (Mobile)
	<b>Mr M. Leroux</b>	+33 6 7475 9148 (Mobile)
	<b>Mr M. Gignoux</b>	+33 6 8668 4527 (Mobile)

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

### Gulf Agency Co. Qatar W.L.L.

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



## DONGES France

### Agence Humann & Taconet

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

Contact:	<b>Mr P. Bougro</b>	+33 607 101 481 (Mobile)
	<b>Ms S. Bellot</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.cameroon@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: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency contact numbers

## 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	
E-mail:	marineclaims.mideast@ctplc.com	
Contact:	<b>Capt O. Marayil</b>	+971 56 170 7480 (Mobile) omprakash.marayil@ctplc.com
	<b>Mr P. O'Neill</b>	+971 56 445 3402 (Mobile) peter.oneill@ctplc.com
	<b>Mr S. Hameed</b>	+971 50 558 2440 (Mobile) shahul.hameed@ctplc.com

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

Telephone:	+971 4 881 8090	
Facsimile:	+971 4 805 9442	
Address:	P.O. Box 17041, Jebel Ali Free Zone, Dubai, United Arab Emirates	
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 50 625 3944 (Mobile) satyajith.warrior@gac.com
	<b>Mr G. Mercado</b>	+971 56 538 1428 (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 Minnesota, 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
	<b>Mr P. Wojciak</b>	+1 218 591 7883 (Mobile) pwojciak@duluthlaw.com

## DUNKIRK France

## Normandy P&amp;I Services

Telephone: +33 3 2829 0675  
 Facsimile: +33 2 3208 5329  
 Address: 105 Avenue des Bains, Dunkerque, 59140, France  
 E-mail: pandi@dkq.normandyclaims.fr  
 Contact: **Ms B. Laumier** +33 6 0716 5113 (Mobile)

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

## DURBAN South Africa

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

Telephone: +27 31 301 1102  
 Facsimile: +27 31 301 7110  
 Address: 29th Floor, Durban Bay House, 333 Anton Lembede Street (Smith Street), Durban, 4001, South Africa  
 E-mail: pidurban@pandi.co.za  
 Website: www.pandi.co.za  
 Contact: **Mr M. Heads** +27 83 453 4899 (Mobile)  
 headsm@pandi.co.za  
**Mr J. Hossack** +27 83 303 1549 (Mobile)  
**Mr B. Elkington** +27 83 703 8113 (Mobile)  
**Mr D. Macdonald** +27 83 253 0170 (Mobile)  
**Mr V. Praraj** +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: **Mr S. Dwyer** +27 82 443 7653 (Mobile)  
 dwyer@wylie.co.za  
**Mr K. Reddy** +27 82 443 7654 (Mobile)  
 reddy@wylie.co.za  
**Mr Q. Van Der Merwe** +27 82 466 5062 (Mobile)  
 qvdm@wylie.co.za  
**Mr P. Prinsloo** +27 82 453 8819 (Mobile)  
 prinsloo@wylie.co.za

## DURRES Albania

## Samer &amp; 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), Durres, Albania  
 E-mail: samer-misa@samer-misa.com  
 Website: www.samer.com  
 Contact: **Mr I. Misa** +355 6820 24704 (Mobile)  
 ilir.misa@samer-misa.com

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

See Durban

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

Telephone: +27 43 722 4210  
 Facsimile: +27 43 722 1555  
 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 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** +90 392 36 53 248  
 +90 533 861 1554 (Mobile)  
**Mr O. Bilgehan** +90 392 365 3445

**FELIXSTOWE** United Kingdom

See Hull

**FERNANDINA** Florida, U.S.A.

See New York

**FIGUEIRA DA FOZ** Portugal

See Leixoes

**FLUSHING** Netherlands

See Rotterdam

**FORMIA** Italy

See Naples

**FORT LAUDERDALE** Florida, 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 Representacoes Ltda., Rua Osvaldo Cruz, 1 Sala 1408, Fortaleza, 60125-150, Brazil  
 E-mail: proinde.fortaleza@proinde.com.br

Contact:	<b>Mr J. de Carvalho</b>	+55 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:	<b>Capt D. Gow</b>	+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:	<b>Ms A. Stuart-Smith</b>	+1 242 727 2545 (Mobile) azsmith@mckinney.com.bs
----------	---------------------------	---

**FREEMPORT** 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  
 Website: www.tipic.com.tn

---

Contact: **Mr J. Messaoud** +216 74 200 745 (Home)  
 +216 98 337 491 (Mobile)

---

**Capt K. Chalhaf** +216 70 726 020 (Home)  
 +216 98 751 572 (Mobile)  
 kamel.chalhaf@planet.tn

Alternative phone number: +216 75 270 470

**GAETA** Italy

See Naples

**GALATZ Romania****Interservices S.A.**

Telephone: +40 236 462 603  
 Facsimile: +40 236 461 707  
 Address: Strada Traian No. 5, Bloc C5, Scara 2, Apt. 21, Galatz,  
 800049, Romania  
 E-mail: galatz@mancas.ro  
 Contact: **Mr I. Mocanu** +40 236 463 890 (Home)  
 +40 745 616 458 (Mobile)  
 galatz@mancas.ro

Alternative office number: +40 236 463 759

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

See Houston

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

Telephone: +1 409 763 1623  
 Facsimile: +1 409 763 3853  
 Address: The Hunter Building, 306-22nd Street, Suite 301, Galveston,  
 Texas, 77550-1589, United States of America  
 E-mail: royston@roystonlaw.com  
 Website: www.roystonlaw.com  
 Contact: **Mr W. Glenn** +1 763 939 8083 (Mobile)  
 bill.glenn@roystonlaw.com  
**Ms K. Haas** +1 832 465 1176 (Mobile)  
 kelly.haas@roystonlaw.com

**GASPE Canada**

See Quebec City

**GDANSK Poland**

See Gdynia

**GDYNIA Poland****Sulnave Sp. z o.o.**

Telephone: +48 58 551 0812  
 Facsimile: +48 58 551 0401  
 Address: ul. Armił 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 58 719 3330 (Home)  
 +48 603 650 494 (Mobile)  
 pandi@mag.pl

**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, Genova, 16122, Italy  
E-mail: ferpandi@ferpandi.com  
Website: www.ferpandi.com  
Contact: **Mr A. Talarico** +39 335 640 9443 (Mobile)  
talarico@ferpandi.com  
**Mr S. Galleano** +39 335 640 9444 (Mobile)  
galleano@ferpandi.com  
**Mr F. Pescaglia** +39 335 125 8507 (Mobile)  
pescaglia@ferpandi.com  
**Mr M. Bet** +39 331 686 2152 (Mobile)  
bet@ferpandi.com  
**Mr M. Villa** +39 347 349 7211 (Mobile)  
villa@ferpandi.com

24 hours emergency phone number: +39 335 794 2297

**Studio Legale Garbarino Vergani**  
(Lawyers)

Telephone: +39 010 576 1161  
Facsimile: +39 010 595 8708  
Address: Salita Santa Caterina 4/11, Genoa, 16123, Italy  
E-mail: garbamar@garbamar.it  
Website: www.garbamar.it  
Contact: **Avv E. Vergani** +39 335 520 7433 (Mobile)  
enricovergani@garbamar.it  
**Ms S. Coppola** +39 331 178 2917 (Mobile)  
simonacoppola@garbamar.it  
**Avv C. Bicchierai** +39 337 494 430 (Mobile)  
claudiobicchierai@garbamar.it

**Studio Legale Mordiglia**  
(Lawyers)

Telephone: +39 010 586 841  
Facsimile: +39 010 532 729  
Address: Via XX Settembre 14/17, Genoa, 16121, Italy  
E-mail: mail@mordiglia.it  
Website: www.mordiglia.it  
Contact: **Avv M. Mordiglia** +39 010 311 793 (Home)  
+39 335 614 2435 (Mobile)  
massimo.mordiglia@mordiglia.it  
**Avv P. Palandri** +39 010 314 745 (Home)  
+39 348 330 0827 (Mobile)  
pietro.palandri@mordiglia.it

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  
Contact: **Capt M. Pickthorne** +1 345 916 1765 (Mobile)  
**Mr C. Seeley** +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 2 260 250

## GERALDTON Australia

See Sydney

## GHENT Belgium

See Antwerp

## GIBRALTAR Gibraltar

### Inchcape Shipping Services (Gibraltar) Ltd.

Telephone: +350 200 79294  
Facsimile: +350 200 75959  
Address: Leon House, 4th Floor, 1 Secretary's Lane, P.O. Box 194, Gibraltar, Gibraltar  
E-mail: issgibraltar@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** +34 985 342 557 (Home)  
+34 600 593 834 (Mobile)  
cgayesta@casimirovelasco.com

## GIOIA TAURO Italy

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

See Messina

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

See Crotona

## 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** gordon.whyte@ctplc.com

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

## GOTHENBURG Sweden

### P&I Scandinavia AB

Telephone: +46 101 020 540  
Facsimile: +46 317 697 059  
Address: Forsta Langgatan 28 B, 8th floor, Gothenburg, 14327, Sweden  
E-mail: info@pandiscan.com  
Contact: **Mr M. Olofsson** +46 706 102 073 (Mobile)  
**Mr F. Lindgren** +46 728 853 812 (Mobile)

24 hours emergency phone number: +46 102 051 214

## GRANGEMOUTH United Kingdom

See Glasgow

## GRONINGEN Netherlands

### DUPI Rotterdam B.V.

See Rotterdam

## GROS CACOUNA Canada

See Quebec City

## GUAM Guam

### Blair Sterling Johnson & Martinez, P.

Telephone: +1 671 477 7857  
Facsimile: +1 671 472 4290  
Address: Suite 1008, DNA Building, 238 Archbishop F.C. Flores Street, Agana, 96910-5205, Guam  
Contact: **Mr J. Martinez** +1 671 687 4868 (Mobile)  
jgmartinez@bsjmlaw.com  
**Mr R. Johnson** +1 671 688 7813 (Mobile)  
rljohnson@bsjmlaw.com

## 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  
Contact: **Mr X. Huang** +86 133 1610 9154 (Mobile)  
**Ms T. Ding** +86 136 3246 3590 (Mobile)  
**Mr X. Cheng** +86 138 2505 0793 (Mobile)  
**Mr J. Zhang** +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 2362 2600  
Facsimile: +502 2367 3579  
Address: 14 Avenida 6-22, Zona 14, Guatemala City, Guatemala  
E-mail: lordclaims@coinver.net  
Contact: **Mr F. Lorenzana** +502 5202 1267 (Mobile)  
**Ms S. Lorenzana** +502 5309 3303 (Mobile)  
**Ms F. Monzon** +502 4013 8657 (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: arceandco2@claroempres.com.ec

---

Contact: **Mrs T. Touma Abudeye** +593 98 265 4721 (Mobile)  
teresatouma@hotmail.com

---

**Ms M. Sanchez Lucin** +593 99 891 9835 (Mobile)  
msanchez92@hotmail.com

## GUAYMAS Mexico

See Mexico City

## HAGATNA Guam

See Guam

## HAIFA Israel

### M. Dizengoff & P&I Representatives Ltd.

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

---

Contact: **Mr S. Ziv** +972 4 822 9557 (Home)  
+972 505 231 815 (Mobile)  
shimon@dizrep.co.il

---

**Avv N. Nissenzvieg** +972 77 5499 249 (Home)  
+972 544 765 398 (Mobile)  
nir@dizrep.co.il

---

**Mr I. Ziv** +972 524 887 881 (Mobile)  
itai@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** +84 837 751 571 (Home)  
+84 903 909 491 (Mobile)  
nmh@wallem.com.vn

In case of difficulty contact contact Ho Chi Minh City 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

**Mr M. MacIsaac** +1 902 818 0071 (Mobile)  
mmacisaac@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 41 8397 5872 (Home)  
+49 17 1213 1135 (Mobile)  
chbrons@cwbrons.de

**Mr M. Bimschas** +49 403 609 0163 (Home)  
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 1819  
Address: Michaelisstrasse 24, Hamburg, 20459, Germany  
E-mail: corresp@pandi.de  
Website: www.pandi.de

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

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

### Döhle Havariekontor GmbH & Co KG

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

Contact: **Mr T. Sommerwerck** +49 173 609 4829 (Mobile)  
sommerwerck@doehle.de

**Mr N. Beltermann** +49 172 407 9233 (Mobile)  
beltermann@doehle.de

## 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, 11300, Cuba  
E-mail: pandi@conabi.cu  
Contact: **Ms M. Fernandez** +53 7 209 6441 (Home)  
+53 5 285 6535 (Mobile)  
marlene@conabi.cu  
garoqueta1@gmail.com  
**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,  
Reperto 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.

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 8 3744 6247 (Home) +84 903 802 293 (Mobile) richardskene@spica.com.vn
	<b>Mr L. Binh</b>	+84 8 3771 2493 (Home) +84 903 831 442 (Mobile) 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 (Mobile) tam@spica.com.vn

### Seasia P&I Services – Vietnam

Telephone:	+84 8 3914 2076	
Facsimile:	+84 8 3821 3956	
Address:	11 Nguyen Cong Tru Street, 1st Floor, District 1, Ho Chi Minh City, Vietnam	
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 3 219 155 (Home) +967 733 248 414 (Mobile) hassan.kassim@hodshipyemen.com
	<b>Mr G. Thabet</b>	+967 733 226 011 (Mobile) gameel.thabet@hodship.net
	<b>Ms S. Noman</b>	+967 777 164 838 (Mobile) pnihod@hodship.net

Copy all correspondence to: nigelchevriot@thabetgroup.com

### 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>Ms D. Song</b>	+852 5321 1700 (Mobile) dan.song@ctplc.com

## HONOLULU Hawaii, U.S.A.

### Cox, Wootton, Lerner, Griffin & Hansen LLP (Lawyers)

Telephone:	+1 808 744 7020	
Facsimile:	+1 808 744 7030	
Address:	841 Bishop Street, Suite 1099, Honolulu, Hawaii, 96813, United States of America	
E-mail:	mnakano@cwlfirm.com	
Contact:	<b>Mr M. Nakano</b>	+1 808 721 0547 (Mobile) mnakano@cwlfirm.com
	<b>Mr R. Frame</b>	+1 808 282 1967 (Mobile) rframe@cwlfirm.com
	<b>Mr N. Lezy</b>	+1 808 382 6676 (Mobile) nlezy@cwlfirm.com
	<b>Ms C. Farias</b>	+1 808 220 5137 (Mobile) cfarias@cwlfirm.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	
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	
Contact:	<b>Mr D. Walker</b>	+1 832 687 5337 (Mobile) david.walker@roystonlaw.com
	<b>Mr R. Branca</b>	+1 917 653 6477 (Mobile)

## HUELVA Spain

### Hijo de Fernando Suarez

Telephone:	+34 959 874 333	
Address:	Calle Juan Manuel Duran No. 3, Piso 3 Puerta Derecha, Huelva, 21006, 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, Inchon, South Korea  
E-mail: inchonhs@hyopsung.co.kr

Contact:	<b>Mr M. Nam</b>	+82 32 472 4795 (Home) +82 10 3720 5114 (Mobile)
	<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>	+90 326 618 7620 (Home) +90 532 311 9163 (Mobile) 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>Mr M. Ersan</b>	+90 531 161 1653 (Mobile) m.ersan@omurmarine.com
	<b>Ms H. Er</b>	+90 530 408 0198 (Mobile) h.er@omurmarine.com

Emergency phone number: +90 538 272 1273

## ITAQUI Brazil

See Recife

## IZMAIL Ukraine

### CIS PANDI Services (Ukraine) Ltd.

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>	+90 232 368 1731 (Home) +90 532 613 8537 (Mobile) h.ozorten@omurmarine.com
----------	------------------------	--

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

## JACKSONVILLE Florida, 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)

## KAOHSIUNG Taiwan

See Taipei

**KARACHI Pakistan****AIV Private Limited**

Telephone: +92 21 352 91 808  
 Facsimile: +92 21 352 91 805  
 Address: House No. C-118, Block 2, Clifton, Karachi, Pakistan  
 E-mail: irfan.vazeer.pni@gmail.com  
 Website: www.aivpak.com

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

**KEELUNG Taiwan**

See Taipei

**KETCHIKAN Alaska, U.S.A.**

See Anchorage

**KHARG ISLAND Iran**

See Tehran

**KHERSON Ukraine**

See Odessa

**KHOR FAKKAN United Arab Emirates**

See Dubai

**KHORRAMSHAHR Iran**

See Tehran

**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

Contact:	<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
	<b>Mr A. Leimann</b>	+49 171 797 0270 (Mobile) a.liemann@sartori-berger.de

**KIEV Ukraine****CIS PANDI Services  
(Ukraine) Ltd.**

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

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

Telephone:	+1 876 758 9651	
Facsimile:	+1 876 758 9654	
Address:	4 Fourth Avenue, Newport West, Kingston, 13, Jamaica	
E-mail:	jamaicaadmin@carimar-pandi.com	
Website:	www.carimar-pandi.com	
Contact:	<b>Capt F. Henry</b>	+1 876 999 2523 (Mobile) frankhenry@carimar-pandi.com
	<b>Mr R. Sugden</b>	+1 954 854 1093 (Mobile) ralphsugden@carimar-pandi.com
	<b>Mr N. Cover</b>	+1 876 340 2670 (Mobile) nicholascover@carimar-pandi.com
	<b>Mr B. Sugden</b>	+1 939 216 7224 (Mobile) bradsugden@carimar-pandi.com

## KINSHASA Congo, Democratic Republic of

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

Telephone:	+243 999 935 713	
Address:	19B Avenue du Plateau, Kinshasa-Gombe, Democratic Republic of Congo	
E-mail:	budd.kinshasa@budd-pni.com	
Website:	www.budd-pni.com	
Contact:	<b>Mr R. Kasangu</b>	+243 851 927 086 (Mobile) remykasangu@yahoo.fr
	<b>Mr P. Mukendi</b>	+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

### PandiBalt SIA (Ltd)

Telephone:	+370 46 313 428	
Facsimile:	+370 46 313 428	
Address:	P.O. Box 445, Klaipeda, 92003, Lithuania	
E-mail:	lithuania@pandibalt.eu	
Contact:	<b>Capt A. Dubrovskij</b>	+370 6983 1457 (Mobile)
	<b>Mr O. Drobotko</b>	+370 6553 9609 (Mobile) drobitko.oleg@pandi.lt

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

## 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.cal@jamesmackintosh.com  
 Website: www.jamesmackintosh.com

Contact: **Mr S. Fernando** +91 90 0797 7497 (Mobile)  
 sfernando.cal@jamesmackintosh.com

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

## KOPER Slovenia

**IBC & Co. Ltd. Koper**

Telephone: +386 5 631 4702  
 Facsimile: +386 5 631 4703  
 Address: Ferrarska Ulica 10, Koper, SI-6000, Slovenia  
 E-mail: info@ibc-co.eu

Contact: **Capt A. Sotlar** +386 41 418 854 (Mobile)  
 ales.sotlar@ibc-co.eu

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

**Mr M. Zovko** +386 70 756 667 (Mobile)  
 marko.zovko@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: htck.ship@harrisons.com.my

Contact: **Mr Y. Guan** +60 88 269 848 (Home)  
 +60 19 851 3628 (Mobile)  
 hgyap@harrisons.com.my

**Ms A. Chua** +60 88 413 613 (Home)  
 +60 16 833 0767 (Mobile)

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

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

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

## KRALENDIJK Bonaire

## 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: htck.ship@harrisons.com.my  
Contact: **Mr Y. Guan** +60 88 269 848 (Home)  
+60 19 851 3628 (Mobile)  
hgyap@harrisons.com.my  
**Ms A. Chua** +60 88 413 613 (Home)  
+60 16 833 0767 (Mobile)

## 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: **Mr F. Borges** +965 9975 1960 (Mobile)  
filandro.borges@gac.com  
**Mr H. Bazarwala** +965 2220 5895  
hussain.bazarwala@gac.com

## KYRENIA Cyprus

See Famagusta

## LA CEIBA Honduras

See San Pedro Sula

## LA CORUNA Spain

### Rubine E Hijos S.L.

Telephone: +34 981 173 217  
Facsimile: +34 981 173 712  
Address: Muelle de San Diego s/n, P.O. Box 174, La Coruna, 15080, Spain  
E-mail: pandi@rubine.net  
Website: www.rubine.net  
Contact: **Mr S. Niederle** +34 670 762 209 (Mobile)  
**Mr L. del Moral** +34 670 497 170 (Mobile)

### Servicios de Investigacion Maritimos SL

Telephone: +34 981 216 165  
Facsimile: +34 981 208 108  
Address: Estrecha de San Andres 20-2, La Coruna, 15003, Spain  
E-mail: pandi@acsim.es  
Contact: **Capt A. Cabado** +34 670 882 454 (Mobile)  
**Ms M. Castro** +34 667 432 813 (Mobile)  
**Mr C. Mateos** +34 676 187 923 (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) vringear@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. c/o Mr Enrico Marzaroli

Telephone:	+39 018 728 0311
Facsimile:	+39 018 756 9095
Address:	Centro Direzionale Portuale, Viale San Bartolomeo 20, La Spezia, 19126, Italy
E-mail:	laspezia@ferpandi.com
Contact:	<b>Mr E. Marzaroli</b> +39 335 690 4860 (Mobile)
24 hours emergency phone number: +39 335 794 2297	

## 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:	<b>Ms T. Adomokai</b> +234 809 111 3249 (Mobile)
In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille +33 491 140 460. After office hours S. Webster +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers	

### Africa Marine Services (Europe) c/o West Africa Marine P&I Services (Nigeria)

Telephone:	+234 8033 218 030
Facsimile:	+234 1587 2882
Address:	1a Plateau Road, Apapa, Lagos
E-mail:	africamarinelos@aol.com
Website:	www.africamarineserv.com
Contact:	<b>Mr A. Hardcastle</b> +44 788 181 1982 (Mobile) allenhardcastle@aol.com
	<b>Mr O. Fagboun</b> +234 8033 305 036 (Mobile) wampisoji@outlook.com
	<b>Mr N. Bhat</b> +234 7083 270 972 (Mobile) nikhilbhat01@gmail.com
	<b>Mr N. Noronha</b> +234 814 8082 785 (Mobile) nilesh.noronha@gmail.com

Copy all e-mails to: africamarine@aol.com, 24 hours London contact number: +44 20 7613 0131

**LAKE CHARLES Louisiana, 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 Averías 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:	<b>Mr J. Alarcon</b>	+34 609 505 902 (Mobile)
	<b>Ms C. Sanchez</b>	+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@habeishylawfirm.net

Contact:	<b>Mr J. Habeishy</b>	+963 933 412 555 (Mobile)
	<b>Mr N. Habeishy</b>	+963 944 654 644 (Mobile)
	<b>Mrs H. Habeishy</b>	+964 944 674 644 (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:	<b>Capt D. Worthington</b>	+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  
 E-mail: piportugal@pintobasto.com  
 Website: www.pintobasto.com

Contact: **Mrs M. Ribeiro** +351 919 370 541 (Mobile)  
 maria.helena@pintobasto.com  
**Mr J. Azeredo** +351 912 231 134 (Mobile)  
 joao.azeredo@pintobasto.com

**LES SABLES D'OLONNE France**

See Donges

**LIANYUNGANG China**

See Qingdao

**LIBREVILLE Gabon****T.C.I. (Africa)**

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

Contact: **Mr G. Du Perray** +241 06 07 88 11 (Mobile)  
 guillaume.duperray@bollore.com  
**Ms J. Mensah-Okili** +241 06 23 58 06 (Mobile)  
 juliette.mensah-okili@bollore.com

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

LICATA Italy

See Palermo

LIEPAJA Latvia

See Riga

LIMA Peru

**Charles Taylor Ajustadores de Seguros S.A.C.**

Telephone: +51 1 442 2422  
 Facsimile: +51 1 442 7548  
 Address: Ad German Schreiber 184, Oficina 901 San Isidro, Lima, Peru  
 Contact: **Mr P. Barron** +51 993 504 438 (Mobile)  
 pierre.barron@ctplc.com  
**Mr M. Medina** +51 941 538 330 (Mobile)  
 manuel.medina@ctplc.com

Copy all correspondence to fernando.leon@ctplc.com

**Interlog Servicios S.A.C.**

Telephone: +51 1 475 2930  
 Facsimile: +51 1 475 2936  
 Address: Calle Virtud y Union 160, (ex Calle 12), Lima, 27, Peru  
 E-mail: interlog@interlog.com.pe  
 Contact: **Mr F. Arca Patino** +51 1 344 2812 (Home)  
 +51 997 585 105 (Mobile)  
 farcap@interlog.com.pe  
**Ms C. Paolic** +51 1 345 1717 (Home)  
 +51 993 539 273 (Mobile)  
 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  
 Website: www.eliasmarine.com  
 Contact: **Mrs K. Louca** +357 25 722 234 (Home)  
 +357 99 670 297 (Mobile)  
 k.louca@eliasmarine.com  
**Mrs M. Photiou** +357 25 388 733 (Home)  
 +357 99 670 293 (Mobile)  
 m.photiou@eliasmarine.com

24 hours emergency phone number: +357 25 800 999

**Francoudi & Stephanou Ltd.**

Telephone: +357 25 867 000  
 Facsimile: +357 25 561 892  
 Address: The Maritime Center, 141, Omonia Avenue, Limassol, 3506, Cyprus  
 E-mail: mail@francoudi.com  
 Contact: **Mr T. Papartemis** +357 25 867 000  
 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: piportugal@pintobasto.com

Contact: **Ms V. Mexia** +351 918 774 599 (Mobile)  
vera.mexia@pintobasto.com  
**Mr L. Carrilho** +351 917 235 994 (Mobile)  
lino.carrilho@pintobasto.com

### Medeiros Cosme (Lawyers)

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

Contact: **Mr J. Medeiros Cosme** +351 214 523 282 (Home)  
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: **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 Marmigliano, 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** California, U.S.A.**Charles Taylor P&I Management (Americas), Inc.**

See New York

**Keesal Young & Logan**

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

**LORIENT** France

See Donges

**LOS ANGELES** California, 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>Mrs V. Mexia</b>	+351 918 774 599 (Mobile) vera.mexia@pintobasto.com
	<b>Mrs 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
	<b>Ms V. Figueiredo</b>	+244 914 950 884 (Mobile)

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

**Budd (Angola) c/o Mainstay**

Telephone: +244 226 215 177  
 Facsimile: +244 226 215 177  
 Address: Rua Alameda Manuel Van-Dunen, No. 261, 1º andar Esqdo, Bairro Comandante Valodia (Combatente), 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 4 355 184 (Home)  
+248 2 525 823 (Mobile)  
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 c/o Seas & Ports  
MGM, S.L.**

Telephone: +240 333 090 567  
Facsimile: +240 333 090 568  
Address: Carretera del Aeropuerto, KM 5, P.O. Box 983, Malabo,  
Equatorial Guinea  
E-mail: budd.equatorial-guinea@budd-pni.com  
Contact: **Mrs S. Moume** +237 677 789 100 (Mobile)  
suzanne.moume@budd-pni.com  
**Mr G. Bastianelli** +240 222 516 443 (Mobile)  
g.bastianelli@spmgm.com  
**Mr E. Baltanas** +34 626 279 448 (Mobile)  
**Mr J. Cortes** +34 676 317 919 (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: **Mr T. Tuite** +34 670 624 193 (Mobile)  
**Mr M. Rico** +34 661 250 163 (Mobile)

## MALMO Sweden

### P&I Scandinavia AB

See Gothenburg

## MANAGUA Nicaragua

See Corinto

## MANAUS Brazil

### Williams Brothers Ltda.

See Recife

### Representações Proinde Norte Ltda.

Telephone: +55 92 3307 0653  
Facsimile: +55 92 3307 0830  
Address: Av. Dr. Theomario Pinto da Costa, 811 Sala 204, Manaus – Amazonas, 69050 055, Brazil  
E-mail: proinde.manaus@proinde.com.br  
Website: www.proinde.com.br

---

Contact: **Mr M. Pomar** +55 92 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: **Mr N. Pai** +91 974 170 1425 (Mobile)  
npai@jamesmackintosh.com

## MANILA Philippines

### Claims Services P&I Management Co., Inc.

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

---

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

---

**Ms R. Romero** +63 918 912 6417 (Mobile)  
ruth.romero@claimsservices.claims

---

**Mr C. Cardenas** +63 999 993 7179 (Mobile)  
cezar.cardenas@claimsservices.claims

---

**Ms J. Lalicon-Felizardo** +63 999 993 7178 (Mobile)  
judyann.felizardo@claimsservices.claims

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>Ms Y. Alvarez</b>	+58 261 749 5820 (Home)
		+58 414 361 7818 (Mobile)
	<b>Capt K. Urdaneta</b>	+58 261 749 3360 (Home)
		+58 414 362 1785 (Mobile)
		kelvin.m.urdaneta@gmail.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. Khadziyskiy</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 P. Mbambi</b>	+243 998 099 144 (Mobile)
	<b>Mr W. Nganga</b>	+243 855 120 678 (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

---

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

### Holman Fenwick Willan (Lawyers)

Telephone: +61 3 8601 4500  
Facsimile: +61 3 8601 4555  
Address: Level 39, 600 Bourke Street, Melbourne, Victoria, 3000, Australia

---

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

---

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

## MERSIN Turkey

### Omur Marine Ltd.

Telephone: +90 324 232 2953  
Facsimile: +90 324 233 6360  
Address: Nusretiye Mahallesi Uray Cad, Güvenc Is Merkezi, Mersin, Turkey  
E-mail: omurmarine@omurmarine.com

---

Contact: **Mr K. Dogan** +90 532 311 9163 (Mobile)  
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

---

Contact: **Capt D. Blandina** +39 348 650 0891 (Mobile)  
**Mr S. Garbutt** +39 347 685 4837 (Mobile)  
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. Leon** +52 1 55 4950 4212 (Mobile)  
fernando.leon@ctplc.com

---

**Mr F. Ramirez** +52 1 55 5217 2564 (Mobile)  
felipe.ramirez@ctplc.com

---

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

**MIAMI Florida, 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

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: htck.ship@harrisons.com.my

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

**MISURATA Libya**

See Tripoli

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

See Houston

**Maynard Cooper & Gale P.C.**  
(Lawyers)

Telephone: +1 251 432 0001  
 Facsimile: +1 251 432 0007  
 Address: 11 North Water Street, Suite 24290, Mobile, Alabama,  
 36602-5024, United States of America

Contact:	<b>Mr 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. Betbeze</b>	+1 251 401 6217 (Mobile) jbetbeze@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. (S.Y.C.)**

See Hodeidah

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

See Aden

**MOMBASA Kenya****Protecting & Indemnity Kenya Ltd.**

Telephone: +254 41 222 2494  
 Facsimile: +254 41 222 0511  
 Address: Third Floor, Suite 15, Jubilee Insurance Building, Moi Avenue,  
 Mombasa, Kenya  
 E-mail: pandi@africaonline.co.ke

Contact:	<b>Capt M. Ittiso</b>	+254 733 803 226 (Mobile)
	<b>Mr L. Gishoi</b>	+254 727 351 865 (Mobile) luka.gishoi@pandi.co.ke

## MONACO Monaco

### Ballini & C. Law Office

Telephone: +377 9777 8090  
Facsimile: +377 9777 8091  
Address: Gildo Pastor Center, 7 Rue du Gabian, MC, 98000, Monaco  
E-mail: info@mblawoffice.eu  
Contact: **Ms I. Ballini** +377 6406 29385 (Mobile)

## 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: **Mrs S. Maskhulia** +47 9100 5803 (Mobile)  
salomea.maskhulia@gac.com  
**Mr A. Ozsoy** +47 9920 2526 (Mobile)  
ahmet.ozsoy@gac.com  
**Mr M. Hamre** +47 9201 0684 (Mobile)  
morten.hamre@gac.com  
**Mr J. Chua** +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: **Mr H. Brunson** +231 88 651 1644 (Mobile)  
hbrunsonsafe@yahoo.com

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

## MONTEVIDEO Uruguay

### Chadwick Weir Navegacion S.A.

Telephone: +598 2 916 1168  
Facsimile: +598 2 916 2265  
Address: Colon 1498, Off. 202, Montevideo, 11000, Uruguay  
E-mail: chw@chw.com.uy  
Contact: **Capt A. Laborde** +598 95 60 96 51 (Mobile)  
alejandro.laborde@chw.com.uy  
**Mr B. Polo** +598 95 65 91 15 (Mobile)  
bettina.polo@chw.com.uy  
**Mr E. Laborde** +598 95 60 92 51 (Mobile)  
enrique.laborde@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>	+1 514 694 3876 (Home) +1 514 594 6443 (Mobile) peter.rozum@shipassurance.ca
	<b>Mr A. Loiseau</b>	+1 450 699 7400 (Home) +1 514 945 8884 (Mobile) 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 Robert-Bourassa Blvd., 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
	<b>Mr R. Desgagnes</b>	+1 514 893 4228 (Mobile) richarddesgagnes@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@blg.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.chowgulebrothers.com](http://www.chowgulebrothers.com)  
Contact: **Mr G. Dias** +91 982 060 5558 (Mobile)  
[gladwyn.cb@chowgule.co.in](mailto:gladwyn.cb@chowgule.co.in)  
**Mr S. Shetye** +91 942 244 5801 (Mobile)  
[sshetye.cb@chowgule.co.in](mailto:sshetye.cb@chowgule.co.in)

## MOSCOW Russia

### CIS Pandi Services

Telephone: +7 495 988 34 11  
Facsimile: +7 495 988 34 11  
Address: 56 Biryulyovskaya Street, Building 2, Office 205-1, Moscow, 115547, Russia  
E-mail: [moscow@cispandi.com](mailto:moscow@cispandi.com)  
Contact: **Ms A. Shumeyko** +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: **Mr V. Ermolaev** +7 495 763 0382 (Mobile)  
[jurinflot-ermolaev@lawyer.com](mailto:jurinflot-ermolaev@lawyer.com)  
**Ms N. Usanova** +7 916 613 5822 (Mobile)  
[natalia.usanova@jurinflot.ru](mailto:natalia.usanova@jurinflot.ru)  
**Mr A. Ermolaev** +7 916 353 3274 (Mobile)  
[alexv.ermolaev@gmail.com](mailto:alexv.ermolaev@gmail.com)

## 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

<b>Contact:</b>	<b>Mr F. Commissariat</b>	+91 22 2352 4883 (Home) +91 98 200 44781 (Mobile) fcommissariat@jamesmackintosh.com
	<b>Mr G. Jacob</b>	+91 250 238 1382 (Home) +91 98 200 76119 (Mobile) gjacob@jamesmackintosh.com
	<b>Mr H. Commissariat</b>	+91 22 2352 0604 (Home) +91 98 200 44780 (Mobile) hcommissariat@jamesmackintosh.com
	<b>Mr S. D'Souza</b>	+91 250 238 2941 (Home) +91 98 204 51713 (Mobile) sdsouza@jamesmackintosh.com

After hours emergency mobile: +91 98 206 04040

**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  
 E-mail: pandi.muscat@iss-shipping.com  
 Website: www.iss-shipping.com

<b>Contact:</b>	<b>Mr A. Porobo</b>	+968 9931 5968 (Mobile) abhir.porobo@iss-shipping.com
	<b>Mr I. Alkhanjari</b>	+968 9934 1863 (Mobile) ibrahim.alkhanjari@iss-shipping.com
	<b>Mr S. Bhat</b>	+968 9217 0895 (Mobile) divya.bhat@iss-shipping.com

**NAGASAKI Japan**

See Tokyo

**NAGOYA Japan**

See Tokyo

**NAKHODKA Russia**

See Vladivostok

**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

Contact: **Mr E. Iacono** +39 335 876 3399 (Mobile)  
napoli@ferpandi.com

**Mr M. Maresca** +39 331 640 8497 (Mobile)  
napoli@ferpandi.com

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

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

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

Contact: **Avv G. Borriello** +39 331 416 6141 (Mobile)  
g.borriello@studiocastaldo.net

**Mr V. Sotunde** +39 348 590 0937 (Mobile)  
v.sotunde@castaldomagliuloassociati.it

**Avv S. Castaldo** +39 334 687 1532 (Mobile)  
s.castaldo@castaldomagliuloassociati.it

### Studi Legali Consociati (Lawyers)

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

Contact: **Avv V. Porzio** +39 335 753 5856 (Mobile)  
vittorio.porzio@slconsociati.com

**Mr A. Serino** +39 335 753 5855 (Mobile)  
alberto.serino@slconsociati.com

**Avv G. Porzio** +39 335 753 5851 (Mobile)  
giancarlo.porzio@slconsociati.com

## NASSAU Bahamas

### West Atlantic Marine

See Freeport

### Dupuch & Turnquest & Co. (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

Contact: **Mr G. McCartney** +1 242 322 5320

**Mrs C. Lashley** +1 242 325 2404  
clashley@coralwave.com

## NATAL Brazil

See Recife

## NECOCHEA Argentina

See Bahia Blanca



NEW JERSEY New York, U.S.A.

See New York

NEW MANGALORE India

See Mangalore

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

NEW PLYMOUTH New Zealand

See Auckland

NEW YORK New York, U.S.A.

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

Telephone:	+1 212 809 8085	
Address:	75 Broad Street, Suite 2505, New York, New York, 10004, United States of America	
E-mail:	pandi.newyork@ctplc.com	
Website:	www.ctplc.com	
Contact:	<b>Mr L. Lambert</b>	+1 973 444 2683 (Mobile) leroy.lambert@ctplc.com
	<b>Ms L. O'Loughlin</b>	+1 646 321 1494 (Mobile) leanne.oloughlin@ctplc.com
	<b>Ms R. Hamra</b>	+1 646 321 2146 (Mobile) rebecca.hamra@ctplc.com
	<b>Mr P. Black</b>	+1 917 412 1773 (Mobile) peter.black@ctplc.com

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 Virginia, 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: **Mr M. Lemine** +222 3 630 5160 (Mobile)  
**Mr A. Diop** +222 4 677 4782 (Mobile)  
tci-nouakchott@mauritel.mr

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

### Budd Mauritania

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

Contact: **Mr A. Alioune** +222 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: **Capt A. Le Breton** +687 781 084 (Mobile)  
jackalain@gmail.com

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

## NOVOROSIYSK Russia

### CIS Pandi Services

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

Contact: **Mr O. Shashkin** +7 988 762 7563 (Mobile)  
**Mr D. Shashkin** +7 988 343 4592 (Mobile)

## NYKOLAYEV Ukraine

See Odessa

## ODESSA Ukraine

### Dias Marine Consulting P.C.

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 48 740 0042 (Home) +380 67 480 3434 (Mobile)
	<b>Mr D. Gololobov</b>	+380 48 737 0198 (Home) +380 67 480 4899 (Mobile) gololobov@dias-co.com
	<b>Mr A. Nanev</b>	+380 48 749 5400 (Home) +380 67 484 8656 (Mobile) nanev@dias-co.com

### CIS PANDI Services (Ukraine) Ltd

Telephone: +380 48 237 6915  
Facsimile: +380 48 234 8328  
Address: 17 Grecheskaya Street, 6th Floor, Odessa, 65026, Ukraine  
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

## ORANGESTAD Aruba

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

Telephone: +297 582 4124  
Facsimile: +297 582 5988  
Address: Frankrijkstraat 1, P.O. Box 533, Oranjestad, Aruba  
E-mail: anveder@setarnet.aw

Contact:	<b>Mr H. Bronswinkel</b>	+297 593 0973 (Home)
----------	--------------------------	----------------------

## OSAKA Japan

See Tokyo

## OSLO Norway

### P&I Scandinavia AS

Telephone: +47 22 41 59 05  
Facsimile: +47 22 33 50 20  
Address: Verftsgata 1C, Moss, Oslo, 1511, Norway  
E-mail: info@pandiscan.com

Contact:	<b>Mr K. Presterud</b>	+47 22 9130 4104 (Mobile)
----------	------------------------	---------------------------

## OSTEND Belgium

See Antwerp

## OWENDO Gabon

See Libreville

## PAGO PAGO American Samoa

### Rose Joneson Vargas (Lawyers)

Telephone: +1 684 699 2100  
Facsimile: +1 684 699 2105  
Address: P.O. Box 3501, Pago Pago, AS 96799, American Samoa  
E-mail: rosejonesonvargas@rjvlaw.com

Contact: **Mr B. Rose** +1 684 258 2100 (Mobile)  
barry.rose@rjvlaw.com

**Mr C. Miller** +1 684 258 8073 (Mobile)  
craig.miller@rjvlaw.com

**Mr D. Vargas** +1 684 258 2102 (Mobile)  
david.vargas@rjvlaw.com

## 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 A. Sorrentino** +39 348 601 7627 (Mobile)  
technical@tagliaviapandi.it

**Mr G. Tagliavia** +39 348 601 7625 (Mobile)  
gaetano.tagliavia@tagliaviapandi.it

24 hours emergency mobile: +39 339 8089130

## 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.amfu.pf

Contact: **Mr B. Gilroy** +689 87 796 605 (Mobile)  
bgilroy@amfu.pf

## PARAMARIBO Surinam

### Carinconsult Surinam N.V.

Telephone: +597 454 986  
Facsimile: +597 454 760  
Address: JD Gompertstraat 115, Paramaribo, Surinam  
E-mail: group@cconsult.com.bb  
Website: www.steers.com.bb

Contact: **Mr M. White** +597 875 7168 (Mobile)

24 hours emergency phone number: +1 246 231 2196

## 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  
Contact: **Mr J. Frumento Filho** +55 41 3422 5505 (Home)  
+55 41 9978 2564 (Mobile)  
frumento@pandi-png.com.br  
**Mr A. Abreu** +55 41 3425 5520 (Home)  
+55 41 9903 9631 (Mobile)  
abreu@pandi-png.com.br

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

## 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: **Mr J. Budd** +33 6 0777 4117 (Mobile)  
james.budd@budd-pni.com  
**Mr P. Delaporte** +33 6 0795 6026 (Mobile)  
philippe.delaporte@budd-pni.com  
**Ms R. Li** +33 6 7982 2539 (Mobile)  
rhea.li@budd-pni.com

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

## PASAJES Spain

See Bilbao

## PENANG Malaysia

### Charles Taylor Marine Sdn Bhd

Telephone: +60 3 7781 2260  
Facsimile: +60 3 7781 2261  
Address: 602, 6th Floor, Menara Mutiara Majestic, 15 Jalan Othman,  
Petaling Jaya, Selangor, 46000, Malaysia  
Contact: **Mr M. Seenayah** +60 12 279 5195 (Mobile)  
manai.maran@ctplc.com  
**Ms Z. Kassim** +60 17 677 5329 (Mobile)  
zabidah.kassim@ctplc.com

## PENSACOLA Florida, 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: **Mr T. Cocks** +61 418 925 546 (Mobile)  
tim@cocksmacnish.com.au

**Mr A. Nichols** +61 417 959 935 (Mobile)  
ashley@cocksmacnish.com.au

**Mr W. Naseem** +61 400 786 730 (Mobile)  
waqas@cocksmacnish.com.au

**Mr P. Hopwood** +61 408 931 649 (Mobile)  
paul@cocksmacnish.com.au

PHILADELPHIA Pennsylvania, 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: **Mr J. Moller** +1 215 630 0263 (Mobile)  
moller@blankrome.com

**Mr J. Quinlan** +1 267 243 9331 (Mobile)  
quinlan@blankrome.com

PHNOM PENH Cambodia

**Seasia P&I Services –  
Cambodia**

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

Contact: **Mr P. Sour** +855 1146 5555 (Mobile)  
cambodia@seasia-group.com

## 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	
Contact:	<b>Mr P. Stephenson</b>	+30 2130 249 976 (Home) +30 6947 940 096 (Mobile) philip.stephenson@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 2106 716 817 (Home) +30 6944 283 809 (Mobile)
	<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 (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:	info@daviesjohnson.com	
Contact:	<b>Mr C. Patterson</b>	+44 7843 280 647 (Mobile) charles.patterson@daviesjohnson.com
	<b>Mr A. Fox</b>	+44 7710 251 793 (Mobile) andrew.fox@daviesjohnson.com
	<b>Ms J. Ward</b>	+44 7710 255 817 (Mobile) jane.ward@daviesjohnson.com



**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 06 664 4215 (Home) +242 06 662 6253 (Mobile)
	<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: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers

**PONTA DELGADA** Azores**Albano de Oliveira Suqr. 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 City

**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>Mrs M. Hogarth</b>	+509 3701 6668 marielyn@hogarthsa.com
	<b>Mr J. Hogarth</b>	+509 3881 8181 jean@hogarthsa.com

**PORT CANAVERAL Florida, 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 City

**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.**

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 21 794 1890 (Home) +27 82 806 6001 (Mobile) <a href="mailto:c.cunningham@bowman.co.za">c.cunningham@bowman.co.za</a>
	<b>Mr J. Prain</b>	+27 21 683 8288 (Home) +27 72 596 7658 (Mobile) <a href="mailto:j.prain@bowman.co.za">j.prain@bowman.co.za</a>
	<b>Mr A. Pike</b>	+27 31 764 1518 (Home) +27 83 295 3925 (Mobile) <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 Florida, 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@bolllore.com">jean-bernard.baudry@bolllore.com</a>
	<b>Ms A. Nguema-Obam</b>	+241 06 26 5780 (Mobile) <a href="mailto:ada.nguema-obam@bolllore.com">ada.nguema-obam@bolllore.com</a>

In case of difficulty, contact Managers Eltvedt & O'Sullivan in Marseille +33 491 140 460. After office hours S. Webster +33 613 621 389 or consult website: [www.eltvedtosullivan.com](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: +234 818 827 4357  
Address: 13 Mini-Gbogi Street, Presidential Estate, GRA, Port HarcourtContact: **Mr I. Marsh** +234 803 323 6039 (Mobile)  
iainmarsh2002@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, MauritiusE-mail: shpman@iblgroupp.com  
Website: www.iblgroupp.comContact: **Capt T. Perrier** +230 483 6930 (Home)  
+230 5940 3650 (Mobile)  
tperrier@iblgroupp.com**Mr M. Genevieve** +230 247 2105 (Home)  
+230 5940 3648 (Mobile)  
mgenevieve@iblgroupp.com**Mr A. Kamulsing** +230 240 0467 (Home)  
+230 5940 3649 (Mobile)  
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 GuineaE-mail: moresby@bwamarine.com  
Website: www.bwamarine.comContact: **Mrs M. Aria** +675 7380 3481 (Mobile)**Mr B. White** +675 7347 5497 (Mobile)  
brian@bwamarine.com24 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, Reunion 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

### About Ali

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 A. Abou Ali</b>	+20 12 211 4561 (Mobile) aabouali@aboualilaw.com
	<b>Mr T. Abou Ali</b>	+20 2 2272 4523 (Home) +20 12 215 7937 (Mobile) tabouali@aboualilaw.com
	<b>Mr K. Abou Ali</b>	+20 12 215 3156 (Mobile) kabouali@aboualilaw.com
	<b>Mr G. Abou Ali</b>	+20 100 100 6677 (Mobile) gabouali@aboualilaw.com

## PORT SAINT LOUIS DU RHONE France

See Fos

## PORT SALALAH 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

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
----------	----------------------	---

**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  
E-mail: maritime@lindsayhart.com

Contact:	<b>Mr J. McCurdy</b>	+1 971 219 9089 (Mobile) jmccurdy@lindsayhart.com
	<b>Mr J. Beattie</b>	+1 971 227 3210 (Mobile) jbeattie@lindsayhart.com
	<b>Mr T. McDermott</b>	+1 503 880 2197 (Mobile) tmcdermott@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 Virginia, 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 Bilginis. 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: +58 242 361 8159  
Facsimile: +58 242 361 4453  
Address: Centro Commercial 'Las Valentinas' Nivel 2, Oficinas 12/13, Calle Puerto Cabello, Puerto Cabello 2050, Edo. Carabobo, Venezuela

E-mail: mail@globalpandi.com

Website: www.globalpandi.com

Contact:	<b>Mr J. Sabatino</b>	+58 241 826 8397 (Home) +58 412 421 0036 (Mobile) jose.sabatino@sabatino.com
	<b>Capt A. Villamizar</b>	+58 424 457 5620 (Mobile) adamvillamizar@yahoo.com
	<b>Mr O. Guerreiro</b>	+58 412 444 5715 (Mobile)
	<b>Ms G. Orozco</b>	+58 412 430 0480 geraldine.orozco@sabatino.com

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: bernando@medintercr.com  
 Contact: **Mr B. Rickets** +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** +58 286 962 8924 (Home)  
 +58 414 875 3301 (Mobile)

**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 N. Yin</b>	+86 186 6186 7072 (Mobile)
	<b>Mr S. Liu</b>	+86 186 5326 3396 (Mobile)
	<b>Ms V. Zhang</b>	+86 186 6029 7596 (Mobile)

24 hours duty phone number: +86 186 5328 9883

## QUEBEC CITY 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>	+1 418 681 8638 (Home) +1 418 563 8339 (Mobile) john.oconnor@lkd.ca
	<b>Mr J. Grégoire</b>	+1 418 828 9050 (Home) +1 418 808 2475 (Mobile) jean.gregoire@lkd.ca
	<b>Mr P. Garneau</b>	+1 418 915 4257 (Home) +1 418 806 3370 (Mobile) patrick.garneau@lkd.ca

## RAS TANURA Saudi Arabia

### Mutual Marine Services Al Mushtaraka Ltd.

See Damman

### 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: claims.saudiarabia@gac.com

Contact:	<b>Mr A. Khatib</b>	+966 599 763 187 (Mobile) altaf.khatib@gac.com
	<b>Mr S. Hendry</b>	+966 059 881 7011 (Mobile) stewart.hendry@gac.com
	<b>Mr M. Desai</b>	+966 505 884 451 (Mobile) mudassar.desai@gac.com



## RAVENNA Italy

### Ferpandi S.r.l.

Telephone: +39 0532 206 715  
Facsimile: +39 0532 248 656  
Address: Via Boccaleone, 28/2, Ferrara, 44121, 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 3327 5842 (Home)  
+55 81 99971 2203 (Mobile)  
**Mr G. Oliveira** +55 81 3462 1794 (Home)  
+55 81 99971 2202 (Mobile)  
**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, 20009-003, Brazil  
E-mail: proinde.recife@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](mailto:pirbay@pandi.co.za)  
Website: [www.pandi.co.za](http://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](mailto:morkel@wylie.co.za)

**Mr A. Heydorn** +27 83 440 6502 (Mobile)  
[heydorn@wylie.co.za](mailto: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@pandibalt.eu](mailto:pandi@pandibalt.eu)  
Website: [www.pandibalt.lv](http://www.pandibalt.lv)

Contact: **Capt S. Batmanov** +371 2921 6619 (Mobile)  
[bsi@pandi.lv](mailto:bsi@pandi.lv)

**Capt E. Drevitski** +371 2918 6054 (Mobile)  
[eugene@pandi.lv](mailto: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  
Website: [www.macesic.hr](http://www.macesic.hr)

Contact: **Mr M. Macesic** +385 51 411 468 (Home)  
+385 99 230 3615 (Mobile)  
[mmacesic@macesic.hr](mailto:mmacesic@macesic.hr)

**Mr M. Macesic** +385 98 260 927 (Mobile)  
[macesic@macesic.hr](mailto:macesic@macesic.hr)

**Ms A. Krizmanic** +385 51 454 443 (Home)  
+385 98 302 006 (Mobile)  
[krizmanic@macesic.hr](mailto:krizmanic@macesic.hr)

**Ms A. Laskarin** +385 51 436 334 (Home)  
+385 98 424 213 (Mobile)  
[laskarin@macesic.hr](mailto:laskarin@macesic.hr)

## RIMOUSKI Canada

See Quebec City

## 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 2557 3416 (Home)  
+55 21 99925 1007 (Mobile)

### Representações Proinde (Rio) Ltda.

Telephone: +55 21 2253 6145  
Facsimile: +55 21 2253 6619  
Address: Av. Rio Branco 45, Suite 2402, Rio de Janeiro, 2009-0003, Brazil  
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)  
vonahn@supermar.com.br  
**Mr E. Sampaio** +55 539 9625 073 (Mobile)  
riogrande@supermar.com.br

## 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 06 830 1099 (Home)  
+39 348 783 8749 (Mobile)  
**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: corres@pandi.de  
Website: www.pandi.de

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

## 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, Darnetal, 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: 5 bis bd. de Verdun, Saint Nazaire, 44600, France  
 E-mail: info@britclaims.fr  
 Website: www.mcleangroup.fr

Contact: **Ms V. Ringeard** +33 6 8000 8744 (Mobile)  
 vringeard@britclaims.fr

**Ms C. Marrades** +33 676 133 111 (Mobile)  
 cmarrades@britclaims.fr

**Mr P. Garo** +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: **Mr A. Hilly** +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: **Mr A. Queiroz** +55 99974 0986 (Mobile)

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 California, U.S.A.****Arnold & Arnold Inc.**

Telephone: +1 800 207 9301  
 Facsimile: +1 800 207 9324  
 Address: 2329 India Street, San Diego, California, 92101, United States of America  
 E-mail: san@arnoldoffice.com  
 Website: www.arnoldoffice.com

Contact: **Mr A. Arnold** +1 619 247 3813 (Mobile)  
**Mr B. Arnold** +1 619 247 3782 (Mobile)  
**Mr G. Hillger** +1 619 247 8505 (Mobile)  
 gene@arnoldoffice.com

**Mr A. Ridenour** +1 619 247 3883 (Mobile)

## SAN FRANCISCO California, 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>	+1 415 389 9915 (Home) +1 415 515 2855 (Mobile) john.giffin@kyl.com
	<b>Mr J. Cox</b>	+1 510 339 3745 (Home) +1 415 939 6303 (Mobile) 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</b>	+506 2253 9320 (Home) +506 7012 8370 (Mobile) ajimenez@fjapandi.com
	<b>Mr E. Montenegro</b>	+506 7011 2299 (Mobile) emontenegro@fjapandi.com
	<b>Mr I. Azofeifa</b>	+506 8704 4131 (Mobile) iazofeifa@fjapandi.com
	<b>Mr A. Navas</b>	+506 8384 9144 (Mobile)

**MCA – Costa Rica**

Telephone: +506 2256 8125  
Facsimile: +506 2258 0589  
Address: Purdy Motors Paseo Colon, 250 metres South, Edf. Don Bosco 1,  
San Jose, Costa Rica

Contact:	<b>Mr J. Rossi</b>	+506 2288 0862 (Home) +506 8834 6607 (Mobile) jcrossi@mcacr.com
	<b>Ms M. Caridad</b>	+506 8398 5047 (Mobile) marianela@mcacr.com

In case of communication difficulty please 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>	+1 787 755 6913 (Home) +1 787 381 7917 (Mobile) mrodriguez@jgl.com
	<b>Mr R. Rivera-Morales</b>	+1 787 790 7155 (Home) +1 787 510 8090 (Mobile) 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  
E-mail: budd.cote-ivoire@budd-pni.com  
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 C.I.

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, Lebuhr Tiga, Sandakan, Sabah, 90000, Malaysia  
 E-mail: htck.ship@harrisons.com.my

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

## 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, 1º dcha, Santander, 39002, Spain  
 E-mail: mpineiro@mpineiro.com  
 Website: www.mpineiro.com

Contact:	<b>Mr M. Piñeiro Diego</b>	+34 609 118 200 (Mobile)
	<b>Mr A. Piñeiro 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: Carretera Sanchez Km 11 1/2, 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) 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

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: **Mr A. Carriere** +55 139 9645 5768 (Mobile)  
albert@brazilpandi.com.br

**Mr M. Sammarco** +55 139 8188 0708 (Mobile)  
mauro@brazilpandi.com.br

**Mr F. Chaves** +55 139 9788 9951 (Mobile)  
filipe@brazilpandi.com.br

**Ms P. Anhas** +55 139 9641 1762 (Mobile)

### Representações Proinde (Santos) Ltda.

Telephone: +55 13 4009 9550  
Facsimile: +55 13 4009 9560  
Address: Rua Itororó, 3 – sala 31, Santos, 11010-071, Brazil  
E-mail: proinde@proinde.com.br  
Website: www.proinde.com.br

Contact: **Mr C. Augusto** +55 139 9797 1694 (Mobile)  
carlos.augusto@proinde.com.br

**Mr R. Martins** +55 139 9762 6626 (Mobile)  
ricardo.martins@proinde.com.br

**Mr M. Alves** +55 139 9750 6654 (Mobile)  
mauricio.alves@proinde.com.br

## SAO LUIS Brazil

See Recife

## SAVANNAH Georgia, U.S.A.

### Charles Taylor P&I Management (Americas), Inc.

See New York

### Hunter MacLean (Lawyers)

Telephone: +1 912 236 0261  
Facsimile: +1 912 232 3253  
Address: 200 East St. Julian Street, P.O. Box 9848, Savannah, Georgia,  
31401-0048, United States of America

Contact: **Mr D. Sipple** +1 912 238 4513 (Home)  
+1 912 220 0587 (Mobile)  
dsipple@huntermaclean.com

**Mr E. Smith** +1 912 856 7097 (Mobile)  
esmith@huntermaclean.com

**Mr C. McRae** +1 912 484 0467 (Mobile)  
cmcrae@huntermaclean.com

**Mr B. Harmon** +1 912 355 1074 (Home)  
+1 912 224 9408 (Mobile)  
bharmon@huntermaclean.com

**SAVONA Italy****Ferpandi S.r.l.**

See Genoa

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

See New York

**Keesal Young & Logan**

Telephone: +1 206 622 3790  
 Facsimile: +1 206 343 9529  
 Address: 1301 Fifth Avenue, Suite 3100, Seattle, Washington, 98101,  
 United States of America

Contact:	<b>Mr P. Lempriere</b>	+1 206 284 4754 (Home) +1 206 399 7412 (Mobile) philip.lempriere@kyl.com
	<b>Ms M. Henry</b>	+1 206 556 4928 (Home) +1 206 852 1243 (Mobile) 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. Song</b>	+82 31 603 7442 (Home) +82 10 8786 6248 (Mobile)
	<b>Mr J. Han</b>	+82 10 4757 8086 (Mobile)
	<b>Mr H. Ku</b>	+82 10 8732 2439 (Mobile)

**SEPT-ILES Canada**

See Quebec City

**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 4 6774 1915 (Home) +33 6 7101 6889 (Mobile) 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:	+7 812 389 389 4	
Facsimile:	+7 812 389 389 5	
Address:	33/8 apt 39 Kuybysheva str, Saint-Petersburg, 197046, Russia	
E-mail:	orca-yug@urtf.com	
Website:	www.orca-yug.com	
Contact:	<b>Capt Y. Solovey</b>	+7 978 731 0587 (Mobile) solovey@spbrtf.com
	<b>Capt S. Druzhkin</b>	+7 978 731 0576 (Mobile) ssd@spbrtf.com
	<b>Capt D. Shenshin</b>	+7 798 731 0581 (Mobile) shenshin@spbrtf.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:	sevilla@tabladaservices.com	
Website:	www.tabladaservices.com	
Contact:	<b>Mr J. Soriano</b>	+34 95 572 6227 (Home) +34 60 720 9997 (Mobile) jsoriano@tabladaservices.com
	<b>Ms J. Soriano</b>	+34 68 734 4292 (Mobile) juliasoriano@tabladaservices.com

## 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 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@planet.tn
	<b>Mr J. Messaoud</b>	+216 74 200 745 (Home) +216 98 337 491 (Mobile)

## 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) Ltd.

Telephone:	+86 21 6888 3101	
Facsimile:	+86 21 6888 3103	
Address:	Room 2903, Sino Life Tower, No. 707 Zhang Yang Road, Pudong District, Shanghai, China	
Contact:	<b>Mr R. Hao</b>	+86 186 166 70163 (Mobile) rui.hao@ctplc.com
	<b>Mr Y. Xu</b>	+86 147 154 91478 (Mobile) yibing.xu@ctplc.com
	<b>Ms D. Yang</b>	+86 137 641 11951 (Mobile) daisy.yang@ctplc.com

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

## SHARJAH United Arab Emirates

See Dubai

## SHEN ZHEN China

### Huatai Insurance Agency & Consultant Service 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>Mr S. Shim</b>	+65 9727 7519 (Mobile) shangdoe.shim@ctplc.com
	<b>Mr J. Wee</b>	+65 9296 5850 (Mobile) jason.wee@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 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalhaf@planet.tn
	<b>Mr A. Grachem</b>	+216 98 542 307 (Mobile) pandi.sousse@planet.tn

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>	+1 709 368 6795 (Home) +1 709 682 8070 (Mobile)
	<b>Mr F. Hatcher</b>	+1 709 754 8761 (Home) +1 709 682 6797 (Mobile)
	<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, Saint Malo, 35409, France  
E-mail: courtmar.roy@wanadoo.fr

Contact:	<b>Mr M. Roy</b>	+33 2 9956 9974 (Home) +33 6 8201 2710 (Mobile) 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:	www.pandi-germany.de	
Contact:	<b>Mr S. Somko</b>	+7 911 139 5870 (Mobile)
	<b>Ms V. Egorova</b>	+7 921 967 7268 (Mobile)

## ST. VINCENT Cape Verde Islands

See Dakar

## STAVANGER Norway

See Bergen

## STOCKHOLM Sweden

### Skarp Stockholm Advokatbyrå AB (Lawyers)

Telephone:	+46 70 371 35 31	
Facsimile:	+46 8 454 4401	
Address:	Box 5216, Stockholm, 102 45, Sweden	
Website:	www.skarplaw.se	
Contact:	<b>Mr D. Brand</b>	+46 70 371 3531 (Mobile) daniel.brand@skarplaw.se
	<b>Mr M. Widlund</b>	+46 73 510 4462 (Mobile) mattias.widlund@skarplaw.se
	<b>Mr M. Hesselrud</b>	+46 70 699 6135 (Mobile) mats.hesselrud@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>	+62 811 316 305 (Home) +62 816 810 185 (Mobile) alam.darma@ctplc.com
	<b>Mr F. Yudie</b>	+62 811 104 4970 (Mobile) frans.yudie@ctplc.com

## SUVA Fiji

See Lautoka

## SYDNEY Australia

**Bayside Shipping Services Pty Ltd.**

Telephone: +61 2 8006 7765  
 Facsimile: +61 3 8677 1801  
 Address: PO Box R1661, Royal Exchange, NSW 1225, Australia  
 E-mail: sydney@baysideshipping.com

Contact:	<b>Mr M. Ramprakash</b>	+61 438 663 466 (Mobile) ram@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:	<b>Mr J. Hurley</b>	+61 409 469 563 (Mobile) jhurley@hwle.com.au
	<b>Mr S. Liddy</b>	+61 419 012 633 (Mobile) sliddy@hwle.com.au
	<b>Mr A. Highfield</b>	+61 407 402 437 (Mobile) ahighfield@hwle.com.au
	<b>Mr J. Martens</b>	+61 431 312 050 (Mobile) jmartens@hwle.com.au

## SYRACUSE Italy

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

See Augusta

## SZCZECIN Poland

See Gdynia

## TACOMA Washington, 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](mailto:taipei@ctplc.com)  
Website: [www.ctplc.com](http://www.ctplc.com)

Contact:	<b>Mr E. Chen</b>	+886 2 2660 2887 (Home) +886 953 160 997 (Mobile) <a href="mailto:edmund.chen@ctplc.com">edmund.chen@ctplc.com</a>
	<b>Ms S. Wang</b>	+886 2 2216 1621 (Home) +866 936 603 668 (Mobile) <a href="mailto:stephanie.wang@ctplc.com">stephanie.wang@ctplc.com</a>

## TAKORADI Ghana

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

Address: Hull Blyth Building, P.O. Box AX67, Takoradi, Ghana  
E-mail: [tci-tema@tci-africa.com](mailto: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: [wiltextkdi@gmail.com](mailto:wiltextkdi@gmail.com)  
Website: [www.wiltexghana.com](http://www.wiltexghana.com)

Contact:	<b>Mr G. Awotwi</b>	+233 20 208 8459 (Mobile)
	<b>Mr J. Newlove Aubin</b>	+233 20 208 8499 (Mobile)
	<b>Mr J. Fynn</b>	+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: [estonia@pandibalt.eu](mailto:estonia@pandibalt.eu)  
Website: [www.pandibalt.lv](http://www.pandibalt.lv)

Contact:	<b>Capt S. Lukjanov</b>	+372 5094 330 (Mobile)
	<b>Ms N. Rakitskaja</b>	+372 5133 061 (Mobile)
	<b>Ms L. Lukjanova</b>	+372 5147 520 (Mobile)



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

See New York

**Lau, Lane, Pieper, Conley &  
McCreadie  
(Lawyers)**

Telephone: +1 813 229 2121  
 Facsimile: +1 813 228 7710  
 Address: 100 South Ashley Drive, Suite 1700, Wells Fargo Center, Tampa,  
 Florida, 33602, United States of America

Website: www.laulane.com

Contact: **Mr D. McCreadie** +1 813 240 7910 (Mobile)  
 dmccreadie@laulane.com

**Mr 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****McLean Maritime Maroc  
(MMM)**

Telephone: +212 53 994 1346  
 Facsimile: +212 53 994 1346  
 Address: 33, Boulevard Youssef, Ibn Tachfine, Tanger, 90000, Morocco  
 E-mail: morocco@mcleans.fr

Contact: **Ms V. Javelaud** +212 661 191 409 (Mobile)  
 vjavelaud@mcleans.fr

**Mr I. Ennassiri** +212 661 985 429 (Mobile)  
 iennassiri@mcleans.fr

**Defarmed**

Telephone: +212 663 894 853  
 Address: Centre de vie N °200 SAS Est, Zone franche Ksar Majaz Oued  
 Rmel, Route Fnidek Tangier, Morocco  
 E-mail: defarmed@defmar.com

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

**Mr T. Baalla** +212 666 269 518 (Mobile)  
 t.baalla@defmar.com

**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: **Mr T. Cardoso** +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: **Mr H. Khaddour** +963 933 337 644 (Mobile)  
h.khaddour@khaddourco.com

---

**Mr Z. Yousef** +963 933 411 700 (Mobile)

### Elias Marine Consultants

Telephone: +963 43 217 134  
Facsimile: +963 43 217 135  
Address: Yehia & Shaar Building, 3rd Floor, Al Thawra Street,  
Tartous, Syria  
E-mail: emco.sy@eliasmarine.com  
Website: www.eliasmarine.com

---

Contact: **Mr R. Karam** +357 25 753 536 (Home)  
+963 933 222 537 (Mobile)  
r.karam@eliasmarine.com

---

**Mrs A. Naddour** +963 43 321 161 (Home)  
+963 933 697 550 (Mobile)

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: htck.ship@harrisons.com.my

---

Contact: **Mr Y. Guan** +60 88 269 848 (Home)  
+60 19 851 3628 (Mobile)  
hgyap@harrisons.com.my

---

**Ms A. Chua** +60 88 413 613 (Home)  
+60 16 833 0767 (Mobile)

All correspondence to Kota Kinabalu

## TEESPORT United Kingdom

See Hull

## TEGUCIGALPA Honduras

See Puerto Cortes

## TEHRAN Iran

### Iran Group of Surveyors

Telephone: +98 21 8819 8123  
Facsimile: +98 21 8819 8128  
Address: 2nd Floor, No. 4/2, Next to Narenj Alley, East Brazil St., Tehran,  
1435763433, Iran  
E-mail: info@igs-iran.com

---

Contact: **Ms M. Golavar** +98 912 359 6539 (Mobile)  
mojgan.golavar@igs-iran.com

---

**Mr F. Entessarian** +98 21 807 0711 (Home)  
+98 912 110 4271 (Mobile)  
farzin.entessarian@igs-iran.com

Secondary e-mail address for Ms M. Golavar: mojgol@yahoo.com

## TEMA Ghana

**T.C.I. Africa**

Telephone: +233 303 308 458  
 Facsimile: +233 303 308 458  
 Address: 2nd Floor, Arian Tower, Community 7, P.O. Box CS 8653, Tema, Ghana  
 E-mail: tci-tema@tci-africa.com  
 Website: www.eltvedtosullivan.com

Contact:	<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: +33 491 140 460. After office hours S. Webster: +33 613 621 389 or consult website: www.eltvedtosullivan.com for full details of emergency numbers

**Wiltex Ltd.**

Telephone: +233 303 202 183  
 Facsimile: +233 303 206 540  
 Address: 1st Floor, Room 6, Greenwich Tower House, UBA Bank Building Harbour Area, Tema, Ghana  
 E-mail: tema.wiltex@gmail.com  
 Website: www.wiltexmarine.com

Contact:	<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 472531  
 Facsimile: +34 922 472537  
 Address: Edificio Mastil, Avenida de Francisco la Roche 33-1, Santa Cruz, Tenerife, 38001, Spain  
 E-mail: blddf@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

## 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 20 533 3356  
Facsimile: +261 20 533 1670  
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: **Mr F. Tsiresy** +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:	360 Bay Street, Suite 700, 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) michael.guy@ctplc.com
	<b>Ms L. Andrews</b>	+1 416 917 9975 (Mobile) laurie.andrews@ctplc.com

**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	
Contact:	<b>Ms D. Gozzi</b>	+39 335 243 341 (Mobile) daiana.gozzi@samer.com
	<b>Mr M. Slocovich</b>	+39 366 614 2385 (Mobile) matteo.slocovich@samer.com
	<b>Ms L. Samer</b>	+39 335 716 2490 (Mobile) lilli.samer@samer.com

**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 92 820 1040 (Home) +218 91 214 1080 (Mobile) shtewi@ltnet.net
	<b>Mr M. Shtewi</b>	+218 92 507 1606 (Home) +218 91 218 8631 (Mobile) shtewi69@hotmail.com

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 II 2eme 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 70 726 020 (Home) +216 98 321 572 (Mobile) kamel.chalghaf@planet.tn
	<b>Mr M. Dahen</b>	+216 71 494 997 (Home) +216 98 675 717 (Mobile)
	<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

## 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: Building 7 F 4/10 Street, Al Jazar – Amman District, Basrah, Iraq  
 E-mail: yaouriss.iraq@iss-shipping.com  
 pandik Kuwait@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

Postal address: Inchcape Shipping Services, P.O. Box 78, Safat, 13001, Kuwait

## 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: **Mr J. Giner** +34 96 206 5613 (Home)  
+34 637 300 179 (Mobile)  
giner@medpandi.com

### Nimes Espana S.L.

Telephone: +34 96 395 2008  
Facsimile: +34 96 395 4176  
Address: Calle Almirante Cadarso 17-1a, Valencia, 46005, Spain  
E-mail: pandi@nimes.es

Contact: **Mr I. Nicholas** +34 607 310 314 (Mobile)  
**Mr T. Nicholas** +34 670 400 622 (Mobile)  
**Dr J. Nicholas** +34 626 553 597 (Mobile)  
**Ms M. Etcheverria** +34 627 820 370 (Mobile)

## VALLETTA Malta

### H. Vassallo & Associates Limited

Telephone: +356 2540 7900  
Address: 53/2 Old Theatre Street, Valletta, VLT 1427, Malta  
E-mail: mail@hvassallo.com

Contact: **Dr J. Bugeja** +356 2144 3020 (Home)  
+356 7904 7880 (Mobile)  
john.bugeja@hvassallo.com  
**Mr J. Buhagiar** +356 2157 6774 (Home)  
+356 9944 2703 (Mobile)  
joe.buhagiar@hvassallo.com  
**Mr C. Bugeja** +356 2144 3020 (Home)  
+356 7922 5548 (Mobile)  
charlie.bugeja@hvassallo.com

## VALPARAISO Chile

### Cave y Cia. Ltda.

Telephone: +56 32 213 1000  
Facsimile: +56 32 213 1001  
Address: Almirante Senoret 70 (Edificio Capitania), 11th Floor, Office 111, Valparaiso, Chile  
E-mail: claims@cave.cl  
Website: www.cave.cl

Contact: **Mr A. Cave** +56 9 8249 7231 (Mobile)  
andrew.cave@cave.cl  
**Mrs J. Santana** +56 9 7758 1546 (Mobile)  
julia.santana@cave.cl  
**Mr J. Marchant** +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** +1 604 921 6978 (Home)  
+1 604 970 5369 (Mobile)  
wharton@bernardllp.ca  
**Mr T. Hawkins** +1 604 984 0417 (Home)  
+1 604 889 5732 (Mobile)  
hawkins@bernardllp.ca  
**Mr P. Swanson** +1 604 921 7974 (Home)  
+1 604 649 5874 (Mobile)  
swanson@bernardllp.ca  
**Mr D. Jones** +1 604 921 7999 (Home)  
+1 604 644 4057 (Mobile)  
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

## VERACRUZ Mexico

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

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Contact: **Mr C. Pimentel** +55 27 99989 3834 (Mobile)  
 seacelso@terra.com.br

---

**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 462 403 (Home)  
 +7 4232 735 833 (Mobile)

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

VLISSINGEN Netherlands

See Rotterdam

VOSTOCHNYJ Russia

See Vladivostok

VYBORG Russia

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WALVIS BAY Namibia

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

See Cape Town

WARRI Nigeria

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See Port Harcourt

WELLINGTON New Zealand

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: **Mr D. van Nierop** +599 9 738 4465 (Home)  
+599 9 563 0886 (Mobile)  
**Mr J. van Vliet** +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: **Mr M. McCauley** +1 302 753 1675 (Mobile)  
mccauley@pbh.com  
**Mr F. DeGiulio** +1 610 891 9322 (Home)  
+1 215 808 2028 (Mobile)  
fpd@pbh.com  
**Mr R. Whelan** +1 610 664 0927 (Home)  
+1 484 686 0974 (Mobile)  
rwhelan@pbh.com

## WILMINGTON North Carolina, 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  
Contact: **Mr D. Evans** +1 910 262 3762 (Mobile)  
dte@clarknewton.com  
**Mr S. Buskirk** +1 910 442 6720 (Mobile)  
spb@clarknewton.com

## 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: [pri.xm@huatai-serv.com](mailto:pri.xm@huatai-serv.com)  
 Website: [www.huataimarine.com](http://www.huataimarine.com)

Contact:	<b>Ms T. Zheng</b>	+86 186 5000 0798 (Mobile)
	<b>Ms L. Gao</b>	+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](mailto:law_chambers@seasiren.com.mm)  
 Website: [www.thelawchambersmm.com](http://www.thelawchambersmm.com)

Contact:	<b>Ms T. Tun</b>	+95 1541 584 (Home) +95 9512 1024 (Mobile) <a href="mailto:tin_o_tun@seasiren.com.mm">tin_o_tun@seasiren.com.mm</a>
	<b>Mr M. Mu</b>	+95 945 003 4992 (Mobile) <a href="mailto:kyawmyint.nyo@gmail.com">kyawmyint.nyo@gmail.com</a>
	<b>Ms T. Aung</b>	+95 9500 8833 (Mobile) <a href="mailto:tinthiri.aung@thelawchambersmm.com">tinthiri.aung@thelawchambersmm.com</a>
	<b>Mr T. Thuang</b>	+95 9512 3753 (Mobile)

## YANTAI China

## YOKOHAMA Japan

## YUZHNYI Ukraine

## ZEEBRUGGE Belgium

## ZHANJIANG China











Charles  
Taylor

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