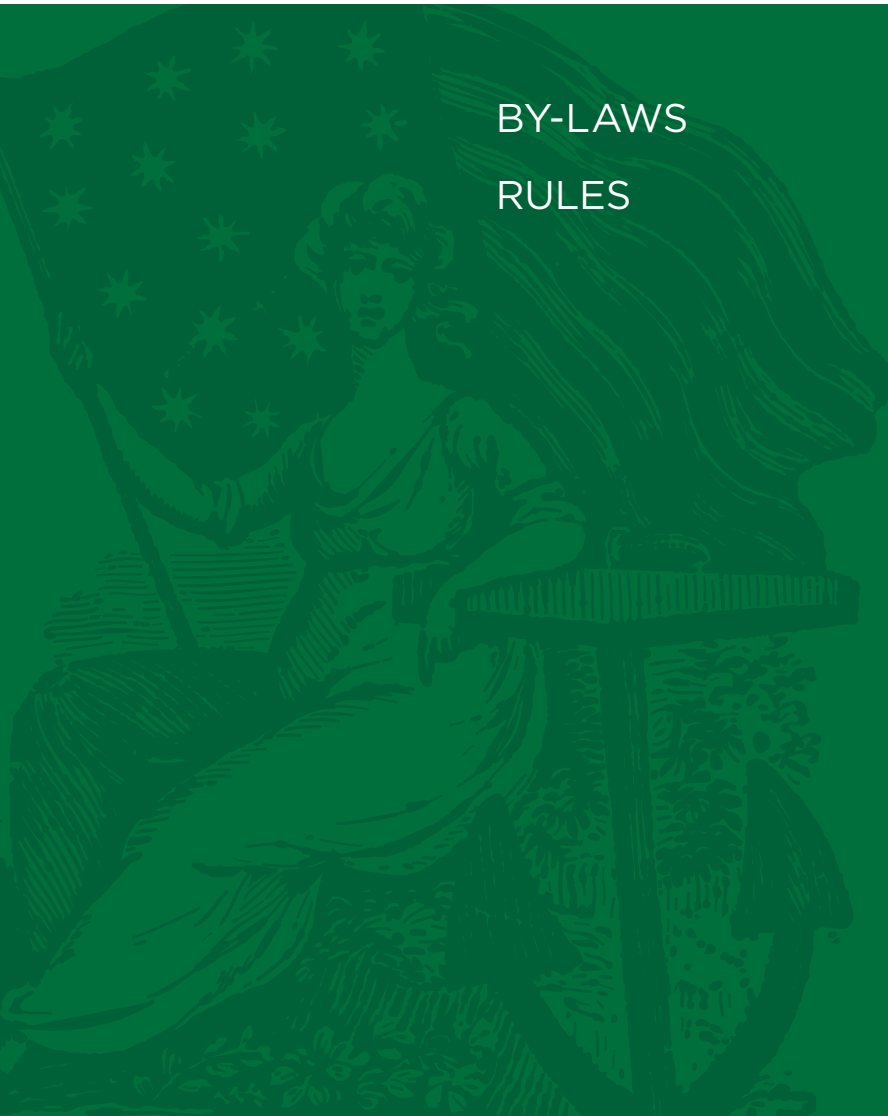




2011/2012

BY-LAWS

RULES





2011/2012

BY-LAWS

RULES

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BOARD OF DIRECTORS AND MANAGEMENT

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CHAIRMAN	J. Arnold Witte	Donjon Marine Co., Inc.
DEPUTY CHAIRMAN	Markos K. Marinakis	Marinakis Chartering Inc.
	Vassilios Bacolitsas	Sea Pioneer Shipping Corp.
	Morton S. Bouchard III	Bouchard Transportation Co., Inc.
	Lawrence J. Bowles	Nourse & Bowles, LLP
	Richard H. Brown, Jr.	Non-Member Director
	Calvin W. S. Cheng	Eastmark Associates, Inc.
	James P. Corcoran	Non-Member Director
	Kenneth T. Engstrom	International Shipping Partners
	Cigdem Sarioglu Ergut	Sarioglu Shipping & Tourism, Ltd.
	Elias Gotsis	Eurotankers Inc.
	George D. Gourdomichalis	G. Bros. Maritime S.A.
	Chih-Chien Hsu	Eddie Steamship Company, Ltd.
	Angelos D. Kostakos	Oceanstar Management Inc.
	Michael L. Murley	Martin Resource Mgmt. Corp.
	Martin C. Recchuite	Non-Member Director
	Katia Restis	Enterprises Shipping & Trading S.A.
	Paul Sa	Standard Shipping, Inc.
	Steven T. Scalzo	Marine Resources Group, Inc.
	George Vakirtzis	Polembros Shipping Limited
	Ioannis Vardinoyannis	Hellenic Seaways Maritime S.A.
	Jonathan C. Wales	Reinauer Transportation Companies
	Servet Yardimci	Yardimci Group

SECRETARY **Joseph E. M. Hughes**

MANAGER **SHIPOWNERS CLAIMS BUREAU, INC.**
 One Battery Park Plaza – 31st Floor
 New York, New York 10004 U.S.A.
 TEL: +1 212 847 4500
 FAX: +1 212 847 4599
 WEBSITE: www.american-club.com

SHIPOWNERS CLAIMS BUREAU (UK) LTD.
 New London House – 1st Floor
 6 London Street
 London EC3R 7LP United Kingdom
 TEL: +44 20 7709 1390
 FAX: +44 20 7709 1399
 CLAIMS FAX: +44 20 7709 1350

SHIPOWNERS CLAIMS BUREAU (HELLAS) INC.
 51 Akti Miaouli – 4th Floor
 185 36 Piraeus, Greece
 TEL: +30 210 429 4990/1/2/3
 FAX: +30 210 429 4187/88

SCB MANAGEMENT
 CONSULTING SERVICES, LTD.
 Room 1803 – Hongyi Plaza
 288 Jiujiang Road
 Shanghai 200001
 People's Republic of China
 TEL: +86 21 3366 5000
 FAX: +86 21 3366 6100
 EMAIL: claims@scbmcs.com

MANAGEMENT

	DIRECT LINE	AFTER HOURS
JOSEPH E. M. HUGHES Chairman & CEO joe.hughes@american-club.com	+1 212 847 4504	+1 917 215 2693 MOBILE +1 203 642 4864 HOME
VINCENT J. SOLARINO President & COO vince.solarino@american-club.com	+1 212 847 4506	+1 917 216 4606 MOBILE +1 732 872 4046 HOME
STUART J. TODD Senior Vice President – Head of Underwriting stuart.todd@american-club.com	+1 212 847 4534	+1 917 215 8044 MOBILE +1 203 329 4050 HOME
ARPAD A. KADI Senior Vice President – Treasurer arpad.kadi@american-club.com	+1 212 847 4519	+1 917 215 7436 MOBILE +1 732 549 3153 HOME
GEORGE J. TSIMIS Senior Vice President – Head of Claims/General Counsel george.tsimis@american-club.com	+1 212 847 4501	+1 917 306 7711 MOBILE +1 516 365 0593 HOME
DR. WILLIAM H. MOORE Senior Vice President – Risk Control william.moore@american-club.com	+1 212 847 4542	+1 917 216 4790 MOBILE +1 732 677 2971 HOME
DONALD R. MOORE Senior Vice President – Claims don.moore@american-club.com	+1 212 847 4509	+1 917 539 8061 MOBILE +1 516 781 2955 HOME
CHARLES J. CUCCIA Senior Vice President – Compliance charles.cuccia@american-club.com	+1 212 847 4539	+1 917 215 2883 MOBILE +1 732 957 1563 HOME
PAUL G. BARNES Senior Vice President – Underwriting paul.barnes@american-club.com	+1 212 847 4523	+1 917 213 1691 MOBILE +1 732 530 3208 HOME
MANNY BERI Senior Vice President – IT manny.beri@american-club.com	+1 212 847 4528	+1 646 339 0612 MOBILE

CLAIMS

	DIRECT LINE	AFTER HOURS
GEORGE J. TSIMIS Senior Vice President – Head of Claims george.tsimis@american-club.com	+1 212 847 4501	+1 917 306 7711 MOBILE +1 516 365 0593 HOME
DONALD R. MOORE Senior Vice President – Claims Manager don.moore@american-club.com	+1 212 847 4509	+1 917 539 8061 MOBILE +1 516 781 2955 HOME
CHARLES B. GORNELL Vice President – Claims Manager chuck.gornell@american-club.com	+1 212 847 4521	+1 917 539 5090 MOBILE +1 516 735 3256 HOME +1 516 796 5986 FAX

CLAIMS (continued)

	DIRECT LINE	AFTER HOURS
PARKER HARRISON Vice President – FD&D Manager parker.harrison@american-club.com	+1 212 847 4543	+1 646 334 3159 MOBILE +1 347 223 4024 HOME

CLAIMS – CARGO

	DIRECT LINE	AFTER HOURS
CHARLES B. GORNELL Vice President – Claims Manager chuck.gornell@american-club.com	+1 212 847 4521	+1 917 539 5090 MOBILE +1 516 735 3256 HOME +1 516 796 5986 FAX
PARKER HARRISON Vice President parker.harrison@american-club.com	+1 212 847 4543	+1 646 334 3159 MOBILE +1 347 223 4024 HOME
CAPTAIN SANJIVE NANDA Vice President sanjive.nanda@american-club.com	+1 212 847 4560	+1 646 354 8044 MOBILE +1 609 275 1423 HOME
MUGE ANBER-KONTAKIS Assistant Vice President muge.anber@american-club.com	+1 212 847 4566	+1 917 365 3422 MOBILE
GEORGE F. GRAULING Assistant Vice President george.grauling@american-club.com	+1 212 847 4605	+1 917 365 3234 MOBILE +1 845 238 5223 HOME
MATTHEW S. MILLER Claims Executive matt.miller@american-club.com	+1 212 847 4513	+1 917 767 7942 MOBILE
GINA KIM Claims Assistant gina.kim@american-club.com	+1 212 847 4567	

CLAIMS – CASUALTY/POLLUTION

	DIRECT LINE	AFTER HOURS
DONALD R. MOORE Senior Vice President – Claims Manager don.moore@american-club.com	+1 212 847 4509	+1 917 539 8061 MOBILE +1 516 781 2955 HOME
CAPTAIN SANJIVE NANDA Vice President sanjive.nanda@american-club.com	+1 212 847 4560	+1 646 354 8044 MOBILE +1 609 275 1423 HOME
ARTHUR J. GRIBBIN Vice President art.gribbin@american-club.com	+1 212 847 4556	+1 917 892 0644 MOBILE
PARKER HARRISON Vice President parker.harrison@american-club.com	+1 212 847 4543	+1 646 334 3159 MOBILE +1 347 223 4024 HOME

CLAIMS - FREIGHT, DEMURRAGE & DEFENSE

	DIRECT LINE	AFTER HOURS
PARKER HARRISON Vice President – FD&D Manager parker.harrison@american-club.com	+1 212 847 4543	+1 646 334 3159 MOBILE +1 347 223 4024 HOME
MUGE ANBER-KONTAKIS Assistant Vice President muge.anber@american-club.com	+1 212 847 4566	+1 917 365 3422 MOBILE
ARTHUR J. GRIBBIN Vice President art.gribbin@american-club.com	+1 212 847 4556	+1 917 892 0644 MOBILE

CLAIMS - PERSONAL INJURY/DEATH/ILLNESS

	DIRECT LINE	AFTER HOURS
DONALD R. MOORE Senior Vice President – Claims Manager don.moore@american-club.com	+1 212 847 4509	+1 917 539 8061 MOBILE +1 516 781 2955 HOME
CHARLES B. GORNELL Vice President chuck.gornell@american-club.com	+1 212 847 4521	+1 917 539 5090 MOBILE +1 516 735 3256 HOME +1 516 796 5986 FAX
ARTHUR J. GRIBBIN Vice President art.gribbin@american-club.com	+1 212 847 4556	+1 917 892 0644 MOBILE
PARKER HARRISON Vice President parker.harrison@american-club.com	+1 212 847 4543	+1 646 334 3159 MOBILE +1 347 223 4024 HOME
PHILIP J. WORSDALE Claims Executive phil.worsdale@american-club.com	+1 212 847 4544	+1 646 334 1859 MOBILE
MATTHEW S. MILLER Claims Executive matt.miller@american-club.com	+1 212 847 4513	+1 917 767 7942 MOBILE

LEGAL/COLLECTION

	DIRECT LINE	AFTER HOURS
GEORGE J. TSIMIS Senior Vice President – General Counsel george.tsimis@american-club.com	+1 212 847 4501	+1 917 306 7711 MOBILE
MARGARET LEE Vice President – Collections Manager margaret.lee@american-club.com	+1 212 847 4558	+1 917 769 0063 MOBILE

REPRESENTATION/CORRESPONDENTS

	DIRECT LINE	AFTER HOURS
CHARLES B. GORNELL Vice President – Correspondents Manager chuck.gornell@american-club.com	+1 212 847 4521	+1 917 539 5090 MOBILE +1 516 735 3256 HOME +1 516 796 5986 FAX
DIANE M. DE LEO Claims Assistant diane.deleo@american-club.com	+1 212 847 4518	
GINA KIM Claims Assistant gina.kim@american-club.com	+1 212 847 4567	

UNDERWRITING

	DIRECT LINE	AFTER HOURS
STUART J. TODD Senior Vice President – Head of Underwriting stuart.todd@american-club.com	+1 212 847 4534	+1 917 215 8044 MOBILE +1 203 329 4050 HOME
PAUL G. BARNES Senior Vice President paul.barnes@american-club.com	+1 212 847 4523	+1 917 213 1691 MOBILE +1 732 530 3208 HOME
DR. WILLIAM H. MOORE Senior Vice President william.moore@american-club.com	+1 212 847 4542	+1 917 216 4790 MOBILE +1 732 677 2971 HOME
EDWARD J. FLYNN Vice President ed.flynn@american-club.com	+1 212 847 4512	+1 917 539 9676 MOBILE +1 914 737 7306 HOME
CONSTANCE L. PANUTHOS Assistant Vice President connie.panuthos@american-club.com	+1 212 847 4515	+1 516 906 0480 MOBILE +1 516 897 0238 HOME
THOMAS R. HAMILTON Assistant Vice President tom.hamilton@american-club.com	+1 212 847 4553	+1 917 365 3591 MOBILE
LARISA M. ARONOV Underwriting Assistant larisa.aronov@american-club.com	+1 212 847 4516	
MARY E. EVANS Underwriting Assistant mary.evans@american-club.com	+1 212 847 4524	

LOSS PREVENTION, RISK CONTROL & SURVEYS

	DIRECT LINE	AFTER HOURS
DR. WILLIAM H. MOORE Senior Vice President – Risk Control william.moore@american-club.com	+1 212 847 4542	+1 917 216 4790 MOBILE +1 732 677 2971 HOME
CAPTAIN RICHARD J. GAYTON Vice President – Principal Surveyor richard.gayton@american-club.com	+1 212 847 4508	+1 917 216 5027 MOBILE +1 908 399 3858 HOME

LOSS PREVENTION, RISK CONTROL & SURVEYS (continued)

	DIRECT LINE	AFTER HOURS
LUCA BRUGA Staff Surveyor luca.bruga@american-club.com	+1 212 847 4525	+1 516 455 2855 MOBILE
SONIA I. SANTOS Technical Assistant sonia.santos@american-club.com	+1 212 847 4547	+1 917 213 1933 MOBILE

ACCOUNTS

	DIRECT LINE	AFTER HOURS
ARPAD A. KADI Senior Vice President – Treasurer arpad.kadi@american-club.com	+1 212 847 4519	+1 917 215 7436 MOBILE +1 732 549 3153 HOME
DOROTHEA A. PARASCANDOLA Vice President – Accounts Receivable/Credit dotty.parascandola@american-club.com	+1 212 847 4505	+1 917 213 1120 MOBILE
CHERYL RAMDIAL Assistant Vice President – Accounts Payable cheryl.ramdial@american-club.com	+1 212 847 4511	+1 917 238 8884 MOBILE
STEVEN A. OGULLUKIAN Assistant Vice President – Reinsurance/Accounting steve.ogullukian@american-club.com	+1 212 847 4526	+1 917 216 4724 MOBILE
EDWARD L. HORBACZ Assistant Vice President – Billing Manager ed.horbacz@american-club.com	+1 212 847 4552	+1 917 216 4732 MOBILE
TAMMY M. VAN DUNK Statutory Accounting tammy.vandunk@american-club.com	+1 212 847 4520	+1 908 838 6699 MOBILE
CECILIA CASADO-DAVIES Financial Accounting cecilia.casado@american-club.com	+1 212 847 4522	+1 203 570 9273 MOBILE

ADMINISTRATION

	DIRECT LINE	AFTER HOURS
CHARLES J. CUCCIA Senior Vice President – Compliance charles.cuccia@american-club.com	+1 212 847 4539	+1 917 215 2883 MOBILE +1 732 957 1563 HOME
VICKI A. PARADISE Vice President – Human Resources vicki.paradise@american-club.com	+1 212 847 4507	+1 917 767 9363 MOBILE
ELENA A. ZACCARIO Executive Administrative Assistant elena.zaccario@american-club.com	+1 212 847 4559	+1 917 328 8751 MOBILE
RICHARD L. SWAN Executive Administrative Assistant richard.swan@american-club.com	+1 212 847 4568	+1 917 667 5325 MOBILE
MICHELLE C. ORTIZ Executive Administrative Assistant michelle.ortiz@american-club.com	+1 212 847 4527	

INFORMATION TECHNOLOGY

	DIRECT LINE	AFTER HOURS
MANNY BERI Senior Vice President – IT manny.beri@american-club.com	+1 212 847 4528	+1 646 339 0612 MOBILE
RICHARD HAMILTON IT Support Specialist richard.hamilton@american-club.com	+1 212 847 4517	
ALEKSANDR SAGALOVSKIY IT Support Specialist aleks.sagalovskiy@american-club.com	+1 212 847 4555	

MANAGEMENT

	DIRECT LINE	AFTER HOURS
IAN J. FARR Managing Director, SCB (UK) Ltd. farr@scb-uk.com	+44 20 7709 1391	+44 7525 100824 MOBILE +44 20 8770 1328 HOME +44 20 8642 6906 FAX

CLAIMS – CARGO

	DIRECT LINE	AFTER HOURS
BRIAN L. DAVIES Senior Vice President – Claims Manager davies@scb-uk.com	+44 20 7709 1359	+44 7525 100825 MOBILE +44 1483 812143 HOME
ROYSTON B. DEITCH Deputy Claims Manager deitch@scb-uk.com	+44 20 7709 1395	+44 7525 100826 MOBILE +44 20 7226 6731 HOME
GUSTAVO GOMEZ-ACEVEDO Deputy Claims Manager gomez@scb-uk.com	+44 20 7709 1358	+44 7977 289723 MOBILE
JESSIE CARVALHO Claims Executive carvalho@scb-uk.com	+44 20 7709 1354	+44 7525 100829 MOBILE

CLAIMS – CASUALTY/POLLUTION

	DIRECT LINE	AFTER HOURS
BRIAN L. DAVIES Senior Vice President – Claims Manager davies@scb-uk.com	+44 20 7709 1359	+44 7525 100825 MOBILE +44 1483 812143 HOME
GUSTAVO GOMEZ-ACEVEDO Deputy Claims Manager gomez@scb-uk.com	+44 20 7709 1358	+44 7977 289723 MOBILE

CLAIMS - FREIGHT, DEMURRAGE & DEFENSE

	DIRECT LINE	AFTER HOURS
BRIAN L. DAVIES Senior Vice President – Claims Manager davies@scb-uk.com	+44 20 7709 1359	+44 7525 100825 MOBILE +44 1483 812143 HOME
ROYSTON B. DEITCH Deputy Claims Manager deitch@scb-uk.com	+44 20 7709 1395	+44 7525 100826 MOBILE +44 20 7226 6731 HOME
GUSTAVO GOMEZ-ACEVEDO Deputy Claims Manager gomez@scb-uk.com	+44 20 7709 1358	+44 7977 289723 MOBILE

CLAIMS - PERSONAL INJURY/DEATH/ILLNESS

	DIRECT LINE	AFTER HOURS
JESSIE CARVALHO Claims Executive carvalho@scb-uk.com	+44 20 7709 1354	+44 7525 100829 MOBILE

MARKET LIAISON

	DIRECT LINE	AFTER HOURS
IAN J. FARR Managing Director, SCB (UK) Ltd. farr@scb-uk.com	+44 20 7709 1391	+44 7525 100824 MOBILE +44 20 8770 1328 HOME +44 20 8642 6906 FAX
CHRISTOPHER LOWE Market Liaison lowe@scb-uk.com	+44 20 7709 1294	+44 7525 100827 MOBILE

ADMINISTRATION

	DIRECT LINE	AFTER HOURS
LINDA S. HALLIDAY Administration Manager halliday@scb-uk.com	+44 20 7709 1393	+44 7505 026732 MOBILE

MANAGEMENT

	DIRECT LINE	AFTER HOURS
DOROTHEA IOANNOU Manager dorothea.ioannou@scb-hellas.com	+30 210 429 4990	+30 6946 681874 MOBILE

CLAIMS - CARGO

	DIRECT LINE	AFTER HOURS
DOROTHEA IOANNOU Manager dorothea.ioannou@scb-hellas.com	+30 210 429 4990	+30 6946 681874 MOBILE

CLAIMS - CARGO (continued)

	DIRECT LINE	AFTER HOURS
PEGGY LEMOU Claims Executive peggy.lemou@scb-hellas.com	+30 210 429 4990	+30 6946 460128 MOBILE
MARIVI BANOU Claims Executive marivi.banou@scb-hellas.com	+30 210 429 4990	+30 6942 059858 MOBILE
DESPINA BEVERATOU Claims Executive despina.beveratou@scb-hellas.com	+30 210 429 4990	+30 6948 106701 MOBILE
ANNIE PAPADIMITRIOU Claims Assistant annie.papadimitriou@scb-hellas.com	+30 210 429 4990	+30 6977 076461 MOBILE

CLAIMS - CASUALTY/POLLUTION

	DIRECT LINE	AFTER HOURS
DOROTHEA IOANNOU Manager dorothea.ioannou@scb-hellas.com	+30 210 429 4990	+30 6946 681874 MOBILE
PEGGY LEMOU Claims Executive peggy.lemou@scb-hellas.com	+30 210 429 4990	+30 6946 460128 MOBILE

CLAIMS - FREIGHT, DEMURRAGE & DEFENSE

	DIRECT LINE	AFTER HOURS
DOROTHEA IOANNOU Manager dorothea.ioannou@scb-hellas.com	+30 210 429 4990	+30 6946 681874 MOBILE
DESPINA BEVERATOU Claims Executive despina.beveratou@scb-hellas.com	+30 210 429 4990	+30 6948 106701 MOBILE

CLAIMS - PERSONAL INJURY/DEATH/ILLNESS

	DIRECT LINE	AFTER HOURS
DOROTHEA IOANNOU Manager dorothea.ioannou@scb-hellas.com	+30 210 429 4990	+30 6946 681874 MOBILE
MARIVI BANOU Claims Executive marivi.banou@scb-hellas.com	+30 210 429 4990	+30 6942 059858 MOBILE
PEGGY LEMOU Claims Executive peggy.lemou@scb-hellas.com	+30 210 429 4990	+30 6946 460128 MOBILE

CLAIMS - PERSONAL INJURY/DEATH/ILLNESS (continued)

	DIRECT LINE	AFTER HOURS
DESPINA BEVERATOU Claims Executive despina.beveratou@scb-hellas.com	+30 210 429 4990	+30 6948 106701 MOBILE

ADMINISTRATION

	DIRECT LINE	AFTER HOURS
ANNIE PAPADIMITRIOU Administrative Manager annie.papadimitriou@scb-hellas.com	+30 210 429 4990	+30 6977 076461 MOBILE
STAVROULA LEONDARA Administrative Assistant stavroula.leondara@scb-hellas.com	+30 210 429 4990	+30 6944 908150 MOBILE
MARIA KATSADOURI Administrative Assistant maria.katsadouri@scb-hellas.com	+30 210 429 4990	+30 6937 071018 MOBILE

MANAGEMENT

	DIRECT LINE	AFTER HOURS
RAYMOND SUN Chief Representative raymond.sun@scbmcs.com	+86 21 3366 6300	+86 1368 185 3099 MOBILE

CLAIMS

	DIRECT LINE	AFTER HOURS
RAYMOND SUN Chief Representative raymond.sun@scbmcs.com	+86 21 3366 6300	+86 1368 185 3099 MOBILE
JEFF LIU Claims Executive jeff.liu@scbmcs.com	+86 21 3366 5000	+86 1590 210 5668 MOBILE
YELIN TANG Claims Executive yelin.tang@scbmcs.com	+86 21 3366 5000	+86 1380 166 4282 MOBILE

ADMINISTRATION

	DIRECT LINE	AFTER HOURS
ANNIE CHAN Office Manager annie.chan@scbmcs.com	+86 21 3366 5000	+86 1368 185 3080 MOBILE

BY-LAWS

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BY-LAWS

American Steamship Owners
Mutual Protection and Indemnity Association, Inc.

ARTICLE I MEMBERS

- Section 1** Every holder of a Certificate of Entry issued by the Association in respect of a vessel or vessels insured thereunder shall be a Member of the Association during the period for which such Certificate is effective to insure risks and, as such Member, shall be entitled to vote, provided always, however, unless otherwise agreed, that when one party has nominal or beneficial ownership, management or control over one or more vessel(s) insured under one or more Certificate(s), such party shall be the only Member entitled to vote as provided herein and to share in dividends or return of mutual premium as provided in the Association's Rules, notwithstanding that any other party may have been named as a Member on the relevant Certificate(s) of Entry. No membership shall exist under any contract of reinsurance, unless specifically provided therein, nor under any mortgage clause or loss payable clause of a Certificate of Entry. In these By-Laws, all pronouns shall be understood to include such gender(s) as may be appropriate.
- Section 2** The Members shall assemble in an annual meeting to be held in the City of New York, on a Thursday in June in each year, at a location to be duly announced, the Members and the New York State Insurance Department to receive written notice of the location and date at least thirty days prior to the annual meeting. One-third of the Members shall constitute a quorum for the transaction of business. Any meeting at which there is not a quorum present may be adjourned by those present to a future time and place. Members not present in person may be represented by proxy authorized in writing provided the same be dated and executed not more than three months before the meeting and be filed and recorded with the Secretary before the meeting. No proxy given by a Member to vote at any meeting of the Association shall be valid or effective after the meeting for which it was issued. Each Member shall have one vote, except as provided in Article I, Section 1.
- Section 3** Special meetings of the Members may be called by the Chairman, Secretary or two of the Directors at any time. Special meetings of the Members must be called by the Secretary or by the Manager upon the written request of ten or more Members. Every notice of a special meeting must briefly set forth the purpose or purposes thereof, and no other business may be transacted at any special meeting. The provisions of the preceding Sections as to quorum, proxies, voting and adjournment shall apply to a special meeting.

ARTICLE I MEMBERS (continued)

Section 4 Notice of every special meeting of the Members shall be given to each Member by the Secretary or Manager by mailing or delivering the same at least fourteen days before the time fixed for the meeting; provided, however, that should a party become a Member fourteen days or less before the time fixed for the meeting, notice shall be given promptly after the party so becomes a Member. Every Member shall, for all purposes, be deemed to have been duly notified of any meeting if he shall be present thereat in person or by proxy, or shall before or after the meeting file with the Secretary a waiver of the notice thereof.

Section 5 At each annual meeting of the Members provision shall be made for the appointment of independent auditors.

ARTICLE II DIRECTORS

Section 1 The business of the Association shall be conducted by a Board of Directors who shall arrange for a suitable principal office for the Association and may provide for such offices elsewhere as they deem necessary, shall fix the compensation of all officers and employees of the Association, shall employ a Manager as hereinafter provided, shall select depositories for the Association's funds, shall adopt a seal for the Association, and shall have all other powers necessary or proper for the management and conduct of the business and affairs of the Association that are not by law or these By-laws required to be exercised otherwise.

Section 2 The Board of Directors shall consist of such number of persons, not less than thirteen and not more than twenty-five, as shall be determined at each annual meeting of the Members which persons shall be either Members of the Association or officers of Member corporations, except that up to four Directors need not be either Members or officers of Member corporations. If a government or governmental agency be a Member, any person or persons duly authorized in writing thereby shall be accredited as such Member for purposes of service on the Board of Directors. A majority of the Directors shall be citizens and residents of the United States, and not less than three Directors shall be residents of the State of New York. At least two of the principal officers of the Association shall be members of the Board of Directors. In no case shall as many as a quorum of the Directors be officers or salaried employees of the Association or of the Manager. The Directors shall be elected at the annual meetings of the Members by a majority of the votes cast thereat. A person, to be eligible for election as a Director, must be nominated by a Member other than himself or a corporation of which he is an officer, by written nomination filed with the Secretary at least fifteen days before the meeting at which Directors are to be elected, provided, however, that a Director qualified and serving at the time of the meeting shall be eligible for nomination for reelection without advance notice. The Directors shall hold office until their successors are chosen and have qualified. Vacancies in the Board of Directors occurring in the interval between annual meetings shall be

ARTICLE II DIRECTORS (continued)

filled by a majority vote of the remaining Directors as soon as possible after the vacancy occurs, and the persons so elected shall hold office until their successors are chosen and have qualified. In the interval between annual meetings of the Members, the number of Directors (within the above prescribed limits) may be increased, but not decreased, by a three-fourths vote of those present at any meeting of the Board of Directors, but in any event not less than a majority of the entire Board; and vacancies in the Board shall be deemed to exist to the extent of such increase.

Section 3 The Directors shall receive for their services each year such compensation as shall be determined by the Members at their annual meeting. Each Director shall, in addition, be entitled to be reimbursed for any expense incurred by him in connection with his duties as Director.

Section 4 The Board of Directors shall hold an annual meeting immediately following the Members' annual meeting and such further regular meetings (not less than three per annum) at such times, places, and at such intervals as may be fixed by resolution of the Board of Directors; and the Chairman, Secretary or two Directors shall have power to call a special meeting of the Directors upon two days notice. Every Director shall, for all purposes, be deemed to have been duly notified of any meeting if he shall be present thereat in person, or shall before or after the meeting file with the Secretary a waiver of the notice thereof. One meeting of the Board of Directors shall be held within the State of New York and the three other regular meetings may be held elsewhere. A majority of the Directors shall constitute a quorum for the transaction of business and the concurrence of a majority of the Directors present shall be sufficient for any action except as may be otherwise provided herein or in the Association's Charter or in law. If a quorum be not present those in attendance may adjourn the meeting to a future time and place. Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all Members of the Board of Directors or committee consent in writing to the adoption of a resolution authorizing the action.

Section 5 No Director shall act upon any claim against the Association in which he, or any corporation of which he is an officer, director, employee or stockholder, is interested.

Section 6 The Board of Directors shall cause the accounts of the Association to be audited every fiscal year by the auditor appointed by the Members, and such audited accounts shall be presented to the Board of Directors at the annual meeting each year.

ARTICLE II DIRECTORS (continued)

Section 7 The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an Executive Committee and other committees, each consisting of one or more directors, and each of which, to the extent provided in the resolution and permitted by the Charter or By-Laws, shall have all the authority of the Board, consistent with the laws of the State of New York. The Board may designate one or more Directors as alternative members of any such committee, who may replace any absent or disqualified member or members at any meeting of such committees. Each such committee shall serve at the pleasure of the Board.

ARTICLE III OFFICERS

Section 1 At each annual meeting of the Board of Directors, they shall elect from their number a Chairman and a Deputy Chairman, and shall appoint a Secretary who need not be a Member.

Section 2 The Board of Directors may appoint such other officers, agents and employees as they shall deem necessary who shall have such authority and shall perform such duties as from time to time shall be prescribed by the Board of Directors.

Section 3 The salaries of all officers of the Association shall be fixed by the Board of Directors.

Section 4 The officers of the Association shall hold office until removed or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5 The Chairman shall be the chief executive officer of the Association, shall preside at all meetings of the Members and Directors, and shall have general charge and oversight of the business of the Association and its affairs.

Section 6 The Deputy Chairman in the absence or disability of the Chairman, shall perform the duties and exercise the powers of the Chairman, and shall perform such other duties as may be conferred or imposed upon him by the Board of Directors.

Section 7 The Secretary shall keep a complete record of the proceedings of all meetings of the Members, the Executive Committee and other committees, and shall perform generally such other duties as are required by law or by the By-Laws or by the Board of Directors. He shall keep in safe custody the seal of the Association and when authorized by the Board of Directors, affix it when required to any instrument. If the Secretary is absent or unable to act, the Chairman shall have power to appoint a person temporarily to exercise the duties and powers of the Secretary.

ARTICLE IV MANAGER

Section 1 The Board of Directors shall appoint and fix the terms of employment and the compensation of a Manager who may be an individual, a partnership or a New York corporation, but who shall have a principal business office within the State of New York.

Section 2 The Manager, subject to the direction and control of the Board of Directors, shall have power to arrange the terms and conditions of insurance or reinsurance issued or placed by the Association; to undertake the investigation of any occurrence which might develop into a claim against a Member; to undertake the investigation and defense of any claim made against a Member with respect to which such Member shall be or may claim to be insured by the Association; to adjust and direct the payment of losses and claims; to employ and discharge counsel, clerks, agents or other assistants required in the conduct of the business of the Association, or for the investigation or defense of claims or lawsuits, and the Manager shall have such other powers and authority as the Board of Directors may delegate.

Section 3 The Manager, subject to the direction and control of the Board of Directors, shall collect and receive and account for all the monies, funds and securities of the Association; shall keep full and accurate books of account and records of all transactions and of all sums owing to or by the Association and of all receipts and payments made for or by it; and shall have power to sign and to endorse checks in the name of the Association. The books of account and records of the Association shall, at all reasonable times, be open to the inspection of any Director or Member. The Manager shall furnish to the Members at the annual meeting, and to the Board of Directors whenever requested, a statement truly exhibiting the financial condition of the Association.

Section 4 All contracts of insurance shall be issued by the Manager on behalf of the Association, and the Manager shall have the power to issue certificates for and to execute such contracts in the name of the Association. The rate and amount of premium to be charged on all contracts shall be fixed by the Manager subject to the direction and control of the Board of Directors. Every Certificate of Entry issued to a Member of the Association shall clearly state whether or not the insurance is mutual or fixed premium insurance. Certificates of Entry evidencing mutual insurance shall contain a clear statement of the liability of the Member for the payment of his proportionate share of any deficiency as provided by law within the limit provided by the contract of insurance, and shall further state that any premiums and calls shall be for the exclusive benefit of Members who are subject to such a contingent liability.

ARTICLE V INDEMNIFICATION

Section 1 Subject to the laws of the State of New York, every Director and every officer of the Association and the Manager (as defined by Section 2 of this Article) shall be indemnified by the Association against, and it shall be the duty of the Directors to pay out of the funds of the Association, all losses, costs and expenses which any such Director or officer or the Manager may incur or become liable to pay by reason of any contract entered into, or any act or thing done, or in any other way by him, as such Director or officer or Manager, as the case may be, in carrying out his duties as Director or officer or Manager, respectively.

Section 2 For the purposes of this Article, “the Manager” means the Manager and all officers, servants and agents of the Manager to whom duties of the Manager have been entrusted.

ARTICLE VI AMENDMENTS TO BY-LAWS

Section 1 The By-Laws may be amended only by a majority vote of all of the Members who are present in person or by proxy at any annual meeting or other stated meeting or any special meeting duly called for such purpose, except that the Board of Directors may amend the By-Laws as to any provisions which do not impair the Members’ rights or enlarge their obligations under insurance policies. No By-Law or amendment or repeal of any By-Law shall be effective unless and until it shall have been approved in writing by the Superintendent of Insurance of the State of New York.

ARTICLE VII EFFECTIVE DATE AND TRANSITION

Section 1 These By-Laws shall become effective and all prior By-Laws of the Association shall become superseded and canceled at Noon, Greenwich Mean Time (GMT), February 20, 2004.

Section 2 The first policy year under these new By-Laws shall comprise the period from Noon, GMT, February 20, 2004, to Noon, GMT, February 20, 2005, and subsequent policy years shall continue in like fashion thereafter.

RULES

CLASS

I

PROTECTION AND INDEMNITY INSURANCE

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CLASS
IPROTECTION AND
INDEMNITY INSURANCERULE
1INTRODUCTORY: INTERPRETATION: MEMBERSHIP:
GENERAL PROVISIONS

Section 1 INTRODUCTORY PROVISIONS

- 1 Each and every provision of the By-Laws of the Association and these Rules of Class I are applicable to all Protection and Indemnity insurances of the Association. However, without prejudice to the generality of these provisions so far as they apply to this Class I, they shall only apply to Protection and Indemnity insurances contracted under Class III to the extent that they have been expressly incorporated therein.
- 2 The standard Protection and Indemnity cover afforded by the Association to a Member who has insured his vessel with the Association is set out in Rule 2 below.
- 3 The cover set out in these Rules may be excluded, limited, modified or otherwise varied by any special terms expressly agreed in writing between a Member and the Managers.
- 4 The Managers may accept the insurance of vessels on terms which afford cover to a Member against any special or additional risks not set out in Rule 2. The nature and extent of the risks and the terms of such cover shall be as expressly agreed in writing between the Member and the Managers.
- 5 A Member is only insured against loss, damage, liability or expense incurred by him which arises:
 - i out of events occurring during the period of the policy year when his vessel is insured with the Association; and
 - ii in respect of the Member's interest in the insured vessel; and
 - iii in connection with the operation of the insured vessel by or on behalf of the Member.
- 6 Notwithstanding the terms of Rule 1.1.5 above, a Member may be insured otherwise than in respect of the insured vessel, or otherwise than in connection with the operation of the insured vessel, but only where this has been expressly agreed in writing between the Member and the Managers.

Section 1 (continued)

- 7 Subject to the provisions of Rule 1.1.8 below, a Member who has insured his vessel with the Association for insurance against any or all of the aforesaid risks is obligated to pay premium to the Association in accordance with Rule 4, such insurance being hereinafter referred to as mutual insurance and premium payable by reason thereof mutual premium.
- 8 Notwithstanding the provisions of Rule 1.1.7 above, a Member may be insured on special terms to the effect that he is liable to pay fixed premium to the Association, such insurance being hereinafter referred to as fixed insurance, and premium payable by reason thereof fixed premium, but only where this has been expressly agreed in writing between the Member and the Managers.
- 9 The insurance provided by these Rules is solely for the benefit of a Member, Joint Member, Co-assured, Affiliate or such other parties as set out and defined in Rule 1.3.
- 10 In these Rules, the words set out in Rule 1.2 below shall have the meaning ascribed to them in the said Rule 1.2.

Section 2 INTERPRETATION

In these Rules the following words and expressions shall have the following meanings, if not inconsistent with the subject or context thereof:

Affiliate	Any person who is insured in accordance with Rule 1.3.12.
Applicant Member	In relation to a vessel which is desired or intended to be insured with the Association means an owner, operator or charterer (including a bareboat or demise charterer) of such vessel and any other person by whom or on whose behalf an application has been, is being or is to be made for the insurance of such vessel with the Association whether or not he is or is to be a Member of the Association.
Association	American Steamship Owners Mutual Protection and Indemnity Association, Inc.
Bill of Lading	A bill of lading or similar document of title.
By-Laws	The By-Laws of the Association at the relevant times.
Cargo	Goods, including anything used or intended to be used to secure goods, which are subject to a contract of carriage to which the Member is party, but excluding containers or other equipment owned or leased by the Member.
Certificate of Entry	The document issued by the Managers on behalf of the Association evidencing the contract of insurance between a Member and the Association pursuant to the provisions of Rule 1.4.6 to 9 inclusive.
Co-assured	Any person who is insured in accordance with the terms of Rule 1.3.6 to 1.3.12.
Container	A container or similar receptacle, including trailer, flat, pallet or tank, as may have been expressly agreed to be such in writing by the Managers.

Section 2 (continued)

Contract of Insurance	The contract of insurance between the Member and the Association includes the provisions of the Certificate of Entry and any endorsements thereto issued by the Association's Managers to the Member and the provisions of the Association's By-Laws and Rules in effect as of the date the Certificate of Entry was issued.
Convention Limit	Has the meaning ascribed to it in Rule 4.16.
Directors	The Board of Directors of the Association at the relevant times.
Effects	Personal property, documents, navigational or other technical instruments and tools brought on board, or being taken to or from an insured vessel by a seaman or supernumerary but excluding cash, valuables, or any other article which, in the opinion of the Directors, is not an essential requirement for a seaman.
Endorsement	A document issued by the Managers on behalf of the Association evidencing any variations or additions to the contract of insurance as contained in a Certificate of Entry of which it forms an integral part.
Fines	Fines, penalties and other impositions similar in nature to fines imposed in respect of any insured vessel by any court, tribunal or authority of competent jurisdiction.
Fixed Premium	Any premium which is not mutual premium.
Fleet	Any two or more vessels insured hereunder having common nominal, or beneficial, ownership, management or control.
Group Excess Loss Contract	The excess loss reinsurance contract entered into by the parties to the Pooling Agreement.
Group Reinsurance Limit	Has the meaning ascribed to it in Rule 4.16.
Hull Insurance(s)/ Hull Policy(ies)	Insurance in respect of the insured vessel's hull and machinery, increased value and excess liability.
Insured Vessel	A vessel which has been insured with the Association.
In Writing/ Written	Visibly expressed in any mode of permanently representing or reproducing words including telegram, facsimile transmission and other electronic communication.
Joint Member	Any person who is insured in accordance with the terms of Rule 1.3.5
Managers	Shipowners Claims Bureau, Inc.

Section 2 (continued)

Member	An owner, operator or charterer (including a bareboat or demise charterer) of a vessel insured by the Association who according to the By-Laws and these Rules is entitled to membership of the Association, provided that, where the context requires or allows, the term Member shall, in these Rules, include a Joint Member, Co-assured and Affiliate.
Mutual Premium	Premium payable by a Member in consideration of the affording by the Association of mutual insurance and subject to the relevant provisions of Rule 4.
Net Premium	Has the meanings ascribed to it in Rule 4.7 or Rule 4.11 as the context requires.
Overspill Call	Has the meaning ascribed to it in Rule 4.16.
Overspill Claim	Has the meaning ascribed to it in Rule 4.16.
Overspill Claim Date	Has the meaning ascribed to it in Rule 4.16.
Passenger	A person carried on board an insured vessel under a contract of carriage or who, with the consent of the carrier, is accompanying a vehicle or live animals covered by a contract for the carriage of goods.
Policy Year	A year from noon GMT on any February 20 to noon GMT on the next following February 20.
Pooling Agreement	The agreement, to which the Association is a party, between certain protection and indemnity associations dated February 20, 1998 and any addendum to, variation or replacement of, the said agreement, or any other agreement of a similar nature or purpose.
Premium to Release	That part of mutual premium capable of being levied and collected under the provisions of Rule 4.8 to 10 inclusive.
Rules	These Rules as originally framed or as may from time to time be altered, abrogated or added to and in force at relevant times.
Seaman	An employee of a Member falling within the categories of person set out in Rule 2.1.B or, solely and exclusively for purposes of the interpretation of Rule 1.4.35, any person on board an insured vessel who is not a passenger.
Supplementary Premium	That part of mutual premium capable of being levied and collected under the provisions of Rule 4.5 to 7 inclusive.
Vessel	Any ship, boat, hydrofoil, hovercraft or other description of vessel (including a lighter, barge or similar vessel howsoever propelled but excluding a fixed platform or fixed rig) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part of such vessel or any proportion of the tonnage thereof or any share therein.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine and neuter genders.

Words importing persons shall include individuals, partnerships, corporations, associations, joint ventures and any other business entities.

Section 3 MEMBERS, JOINT MEMBERS, AFFILIATES AND CO-ASSURED

Membership

- Any insurance of a vessel provided to any party falling within the definition of Member in Rule 1.2 above shall give rise to membership in the Association, except where such is expressly excluded by the terms of this Rule 1.3 or where such has been denied through the exercise of a permitted discretion hereunder.
- Any reinsurance by the Association of a vessel insured by another insurer may (at the absolute discretion of the Managers) give rise to the membership in the Association of that other insurer and/or of any party falling within the definition of Member in Rule 1.2 above in relation to that vessel.
- Membership may be in respect of one or more of the vessels owned, operated, chartered or insured by the Member and shall continue until all of the Member's insurances shall have ceased or been terminated.
- All contracts of insurance effected by the Association shall, save and insofar as they shall contain any special terms inconsistent with that part of the insurance contract contained in these Rules, be deemed to incorporate all of the provisions of these Rules and the Association's By-Laws. All contracts of insurance effected by the Association shall be deemed to have been issued in New York.
- If any application for insurance of interests in the same vessel is made in the names or on behalf of more than one person, whether jointly or separately interested, then such persons may be treated as Joint Members and the insurance of such vessel as joint insurance, the consequences of which, unless otherwise expressly agreed by the Managers in writing, shall be as set out in Rules 1.3.13 to 18 below.

Cover for Co-assureds and Affiliates

- The Managers may agree, subject to the provisions of this Rule 1.3 and to such other terms as they may in their absolute discretion require, to extend the cover afforded by the Association to a Member to:
 - any person who is affiliated to or associated with that Member (not being a Co-assured or an Affiliate as referred to in Rule 1.3.11), and who shall not be specifically named in the terms of entry; and
 - any other named co-assured.
- The cover afforded to a Co-assured in categories (i), (ii) and (iii) below shall extend only to liabilities, losses, costs and expenses arising out of operations and/or activities customarily carried on by, or at the risk and responsibility of, shipowners:

Section 3 (continued)

- i any person interested in the operation, management or manning of the insured vessel;
- ii the holding company or the beneficial owner of the Member or of any Co-assured falling within category (i) above;
- iii any mortgagee of the insured vessel.

8 Notwithstanding the provisions of Rule 1.4.31 below, the cover afforded to a Co-assured who is a time or voyage charterer of an insured vessel and who is affiliated to or associated with a Member (other than a Co-assured expressly given cover by the Association in accordance with Rule 1.3.10) shall extend only to the risks, liabilities, losses, costs and expenses in respect of which that Member has cover, and is limited as follows:

to the lesser of either (a) the sum to which such Member shall be deemed to be entitled to limit his liability under Rule 1.4.31 plus an additional \$50,000,000, or (b) \$300,000,000; but if his liability is in respect of oil pollution, recovery shall be limited to \$100,000,000.

Provided that where a vessel is separately insured for charterers' risks by more than one time charterer with the Association or any other association which participates in the International Group of P&I Clubs' Pooling Agreement and Excess Reinsurance Policies, the aggregate recovery in respect of all claims for oil pollution liability following any one occurrence brought against all time charterers of such insured vessel and/or against the Association and/or against any other association shall be limited to \$300,000,000. The liability of the Association in respect of such claims shall be limited to that proportion of \$300,000,000 that each claim recoverable from the Association bears to the aggregate of the claims recoverable against the Association and such other associations.

- 9 The cover afforded to a Co-assured who has entered into a contract with the Member for the provision of services for or by the insured vessel, and any sub-contractor of the Co-assured, shall extend only to liabilities, losses, costs and expenses which are to be borne by the Member under the terms of the contract and which would, if borne by the Member, be recoverable by the Member from the Association, provided that:
- i the contract has been expressly approved by the Managers; and
 - ii the contract provides that each party shall be similarly responsible for any loss or damage to its own (or its sub-contractors') property or loss of life or personal injury to its own (or its sub-contractors') personnel.

Section 3 (continued)

- 10 The cover afforded to all other categories of Co-assureds, other than those referred to in Rules 1.3.7 to 9 inclusive, shall only extend insofar as such Co-assured may be found liable to pay in the first instance for loss or damage which is properly the responsibility of the Member, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable from the Association by the Member had the claim in respect of such loss or damage been made and enforced against him.
- 11 The cover afforded to an Affiliate shall extend only to claims made and enforced through the Affiliate in respect of any liabilities for which the Member has cover and nothing herein contained shall be construed as entitling an Affiliate to recover any amount which would not have been recoverable from the Association by the Member had the claim been made and enforced against the Member.
- 12 To the extent that the Association has indemnified a Co-assured or an Affiliate in respect of a claim, it shall not be under any further liability and shall not make any further payment to any person whatsoever, including the Member, in respect of that claim or of the loss or damage in respect of which that claim was brought.

Joint Members, Co-assureds and Affiliates

- 13 The Managers shall not be bound to issue any Certificate of Entry or Endorsement to more than one Member, delivery of which to whom shall be sufficient delivery to any and all Joint Members and to any and all Co-assureds and Affiliates.
- 14 Joint Members, Co-assureds (except those granted only misdirected arrow coverage under Rule 1.3.10), and Affiliates insured on any one insurance or in respect of any fleet as defined in Rule 1.2 above, shall be jointly and severally liable for all sums due to the Association in respect of such insurance or such fleet, always provided that nothing stated herein shall be construed as a waiver of any of the Association's rights under the contract of insurance.
- 15 Any payment by the Association to one Joint Member, Co-assured or Affiliate shall fully discharge the obligations of the Association in respect of such payment.
- 16 Any communication by the Association to one Joint Member, Co-assured or Affiliate shall be deemed to be communication to all.
- 17 Any communication from one Joint Member, Co-assured or Affiliate shall be deemed to have been made with the full approval and authority of all.
- 18 The conduct or omission of one Joint Member, Co-assured or Affiliate which under these Rules would constitute a breach of the contract of insurance, shall be deemed to be the conduct or omission of all Joint Members, Co-assureds and Affiliates.

Section 4

GENERAL INSURANCE PROVISIONS**Application for Insurance**

- 1 Any applicant Member who desires to insure a vessel with the Association shall make application for such insurance in such form or manner as may from time to time be required, or which may otherwise satisfy, the Managers.
- 2 The particulars given by an applicant Member in any form of application, together with any other particulars or information given to the Managers in the course of applying for insurance, or negotiating changes in its terms, shall, if the insurance of the vessel be accepted, be deemed fundamental to the contract of insurance between the Member and the Association. It shall be a condition precedent of such insurance that all the said particulars and information were true so far as the applicant Member knew or could with reasonable diligence have ascertained.
- 3 The Managers shall be entitled, as a matter of their absolute discretion and without giving any reason, to refuse any application of a vessel for insurance in the Association whether or not the applicant Member of such vessel is already a Member of the Association.

Premium Rating and Other Variable or Special Terms

- 4 Before an application is accepted for the insurance of a vessel either by way of mutual insurance, or by way of fixed premium insurance, the applicant Member and the Managers shall agree the premium rating of the vessel concerned in addition to any other variable or special terms and conditions of insurance as shall be considered appropriate for acceptance of the vessel to be insured. The said premium rating may be expressed as an estimated total premium in the case of mutual insurance or as a fixed premium in the case of fixed premium insurance. In either case, the provisions of Rule 4 below will apply.
- 5 In deciding upon the premium rating of any vessel, as well as any other variable or special terms and conditions of insurance, the Managers may, in their absolute discretion, take into account all matters which they may regard as relevant including, but not limited to, the level of risk estimated to be involved in the insurance for which application is being made.

Certificates of Entry and Endorsements

- 6 After accepting an application for insurance, the Managers shall issue on behalf of the Association a Certificate of Entry for the vessel concerned, setting out, *inter alia*:
 - the dates of commencement and termination of the period of insurance;

Section 4 (continued)

- such mutual or fixed premium details as may be appropriate and/or necessary;
 - the gross tonnage of the insured vessel;
 - the name of the Member and all other insured persons and their respective interests in the insured vessel; and
 - any special terms of entry, including any special deductibles.
- 7 If at any time it is mutually agreed between the Member and the Managers to vary the terms of any insurance, the Managers may, on behalf of the Association, issue an Endorsement detailing such variation and the date from which it is to be effective.
 - 8 Fresh Certificates of Entry may be issued setting out the terms effective from noon GMT each successive February 20 for all vessels whose insurances are then continuing.
 - 9 Every Certificate of Entry and every Endorsement issued as aforesaid, together with any other agreement made in writing between a Member and the Managers, shall be conclusive evidence and binding for all purposes as to the commencement and termination of the period of insurance, as to the terms and conditions on which the vessel has been insured, and as to the terms of any variation and the date from which such variation is to be effective; provided however that, in the event that any Certificate of Entry or any Endorsement shall in the opinion of the Managers contain any error or omission, the Managers may in their absolute discretion issue a new Certificate of Entry or a new Endorsement which shall be conclusive evidence and binding as aforesaid.

Assignment

- 10 No insurance provided by the Association and no interest under these Rules or under any contract between the Association and any Member, Joint Member, Co-assured or Affiliate may be assigned without the written consent of the Managers who shall have the right in their absolute discretion to give or refuse such consent without stating any reason, or to give such consent upon any terms or conditions as they may think fit. Any purported assignment made without such consent or without there being due compliance with any terms and conditions as the Managers may impose shall, unless the Managers in their absolute discretion otherwise decide, be void and of no effect.

Section 4 (continued)

- 11 Notwithstanding any written consent of the Managers or specific agreement contained in a Certificate of Entry or Endorsement thereto allowing assignment in accordance with Rule 1.4.10 above, the Association shall be entitled in settling any claim presented by the assignee to deduct or retain such amount as then estimated to be sufficient to discharge any liabilities of the assignor to the Association, whether existing at the time of the assignment or having accrued or being likely to accrue thereafter.

Subrogation

- 12 The Association shall be subrogated to all the rights which the Member may have against any other person or entity, in respect of any payment made in accordance with these Rules, to the extent of such payment, and the Member shall, upon the request of the Association, execute all documents necessary to secure to the Association such rights.
- 13 The Association shall have the right to sue in the name of the Member, and the Member shall execute all papers and documents in connection therewith, as requested by the Managers, and shall lend all assistance to the prosecution of any suit. The balance of any amount recovered after full reimbursement of the Association for its loss and all expenses incurred shall be paid to the Member. Compliance with this requirement may, in the Managers' absolute discretion, be made a condition of the payment of a loss.

Classification and Statutory Requirements

- 14 Unless otherwise expressly agreed in writing between a Member and the Managers, the following conditions are fundamental terms of the insurance of every insured vessel:
- i The vessel must be and remain throughout the period of insurance classed with a Classification Society approved by the Managers.
 - ii Any incident or condition in respect of which that Classification Society might make recommendations as to repairs or other action to be taken by the Member must be promptly reported to that Classification Society.
 - iii The Member must comply with all the rules, recommendations and requirements of the Classification Society relating to the insured vessel within the time or times specified by that Society.
 - iv The Member authorizes the Managers to inspect any documents and obtain any information relating to the maintenance of class of the insured vessel in the possession of any Classification Society or Societies with which the vessel is, or at any time has been, classed and will, where necessary, authorize such Classification Society or Societies to disclose and make available such documents and

Section 4 (continued)

information to the Managers upon their request for whatsoever purposes the Managers may consider necessary.

- v The Member must comply or procure compliance with all statutory requirements of the State of the insured vessel's flag including without limitation those relating to the construction, adaptation, condition, fitment, equipment and manning of the insured vessel and must at all times maintain the validity of such statutory certificates as are issued by or on behalf of the State of the insured vessel's flag in relation to such requirements and in relation to the International Safety Management (ISM) Code and the International Ship and Port Facility Security (ISPS) Code or any equivalent mandatory flag State regime.
- vi Notwithstanding anything to the contrary contained in these Rules, it is a condition of this insurance that the Member shall give the Managers prior notice in writing of any proposed change in the Classification Society of the insured vessel(s) and/or of any change of flag of the insured vessel(s) as may be intended during the currency of the cover provided hereunder. In the event that:
- the Member shall have failed to give the required notice to the Managers of such change as aforesaid; or
 - the Managers shall have notified the Member that they do not approve of the Classification Society and/or flag to which the insured vessel(s) has been changed;

cover hereunder shall be null, void and of no effect as of the date of such change, save to the extent that the Managers, in their sole discretion, may otherwise determine.

In the event that a Member is, or comes to be, in breach of any of the conditions referred to in this Rule 1.4.14, cover automatically ceases with immediate effect without notice. Unless and to the extent that the Directors in their absolute discretion otherwise decide, a Member shall not be entitled to any recovery from the Association for any claim of whatsoever nature and howsoever arising during a period in which the Member is or was in such breach of condition.

General Conditions in Regard to Claims

- 15 Without prejudice to any other provision of these Rules and without waiving any of the Association's rights hereunder, the Managers may at any and all times appoint and employ on behalf of a Member, upon such terms as the Managers may think fit, lawyers, surveyors or other persons for the purpose of dealing with any matter liable to give rise to a claim by a Member upon the Association, including investigating or advising

Section 4 (continued)

upon any such matter and taking or defending legal or other proceedings in connection therewith. The Managers may also at any time discontinue such employment if they think fit.

- 16 All lawyers, surveyors and other persons appointed by the Managers on behalf of a Member, or appointed by a Member with the prior consent of the Managers, shall at all times be and be deemed to be appointed and employed on the terms that they have been instructed by the Member at all times (both while so acting and after having retired from the matter) to give advice and to report to the Managers in connection with the matter without prior reference to the Member and to produce to the Managers without prior reference to the Member any documents or information in their possession or power relating to such matter, all as if such person had been appointed to act and had at all times been acting on behalf of the Association.

Members' Obligations in Regard to Claims

- 17 Any happening, occurrence, event or matter (including, but not limited to, any legal or arbitration proceedings commenced against the Member) which may be liable to cause the Member to incur loss, damage, liabilities, costs or expenses for which he may be insured by the Association shall be notified promptly to the Managers by the Member on it being known by him. In so far as there may be any difference of opinion between the Member and the Managers as to whether any happening, occurrence, event or matter is or was such as might be liable to cause the Member to incur loss, damage, liabilities, costs or expenses, or as to whether the Member knew or ought to have known of such happening, occurrence, event, or matter as aforesaid, the determination of the Managers shall be final. A Member shall take and continue to take all such steps as may be reasonable for the purpose of averting or minimizing any expense or liability in respect whereof he may be insured by the Association.
- 18 A Member shall disclose and produce to the Managers all information, documents or reports in or coming into his or his agents' (including lawyers') possession, power or knowledge relevant to any such casualty, event or claim available at the time of notification and at any other time.
- 19 Whenever required by the Managers, a Member shall aid in securing information and evidence and in obtaining witnesses and shall cooperate with the Managers in the defense of any claim or suit or in the appeal from any judgment, in respect of any happening or occurrence as herein provided.
- 20 A Member shall neither settle nor make any admission in respect of liabilities, costs or expenses for which he is insured without the prior written consent of the Managers.

Section 4 (continued)

- 21 If a Member commits any breach of any of his obligations under this Rule 1.4.17 to 20 inclusive, the Managers may reject or reduce any recovery to which such breach may appear to the Managers to be relevant.

Powers of the Managers in Regard to Claims

- 22 The Managers shall have the right if they so decide to control or direct the conduct of any claim or legal or other proceedings relating to any liability, loss or damage in respect whereof a Member is or may be insured in whole or in part, and to require a Member to settle, compromise or otherwise dispose of such claim or proceedings in such manner and upon such terms as the Managers see fit.
- 23 If a Member does not settle, compromise or dispose of a claim or legal or other proceedings after being required to do so by the Managers in accordance with Rule 1.4.22 above, any eventual recovery by the Member from the Association in respect of such claim or proceedings shall be limited to the amount he would have recovered if he had acted as required by the Managers.

Powers of the Directors in Regard to Claims

- 24 The Directors shall meet, or otherwise be consulted by the Managers, as often as may be required for settlement of claims which shall be paid by the Association as the Directors may determine in accordance with these Rules, but the Directors shall have power from time to time to authorize the Managers to effect settlement of claims without prior reference to them. No Director shall act as such in the settlement of any claim in which he is interested.
- 25 Without prejudice to the generality of Rule 1.4.24 above, the Directors shall have power in their absolute discretion to effect a compromise of any claim made against the Association.

Time Bar

- 26 a In the event that:
- i a Member fails to fulfill his duty of prompt notification as contained in Rule 1.4.17 above; and/or
 - ii a Member fails to submit a claim to the Managers for reimbursement of any liabilities, costs or expenses within six months after discharging or settling the same;

the Member's claim against the Association shall be discharged and the Association shall be under no liability in respect thereof unless the Directors in their absolute discretion shall otherwise determine.

Section 4 (continued)

- b Without prejudice to paragraph (a) of this Rule, in no event shall any claim be recoverable from the Association unless written notice thereof has been given to Managers within two years after the Member knew or ought to have known of the happening, occurrence, event or matter giving rise to the claims. In so far as there may be any difference of opinion between the Member and the Managers as to whether the Member knew or ought to have known of such happening, occurrence, event or matter giving rise to the claim as aforesaid, the determination of the Managers shall be final.

Other Provisions in Regard to Claims

- 27 Unless otherwise expressly agreed in writing by the Managers, where the Association has paid a claim to or on behalf of a Member, the whole of any recovery from a third party in respect of that claim shall be credited and paid to the Association up to an amount corresponding with the sum paid by the Association together with any interest element on that sum comprised in the recovery; provided however that where, because of a deductible in his terms of entry, the Member has contributed to settlement of the claim, any such interest element shall be apportioned between the Member and the Association taking into account the payments made by each and the dates on which those payments were made.
- 28 It is a condition precedent of a Member's right to recover from the funds of the Association in respect of any liabilities, costs or expenses that he shall first have discharged and paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.
- 29 Notwithstanding the provisions of Rule 1.4.28 above and of the first (introductory, unnumbered) paragraph of Rule 2 below, where a Member shall have failed to discharge a legal liability to pay damages or compensation for personal injury, illness or death of a seaman, the Association shall discharge or pay such claim on the Member's behalf directly to such seaman or to the legal dependant thereof.

PROVIDED ALWAYS that

- a The seaman or dependant has no enforceable right of recovery against any other party and would otherwise be uncompensated; and
- b Subject to (c) below, the amount payable by the Association shall under no circumstances exceed the amount which the Member would have been able to recover from the Association under the Rules and the Member's terms of insurance with the Association; and
- c Where the Association is under no liability to the Member in respect of such claim in accordance with Rule 5.1.2.b by reason of cancellation for

Section 4 (continued)

non-payment of amounts due to the Association, the Association will nevertheless discharge or pay that claim to the extent only that it solely arises from a happening, occurrence, event or matter occurring prior to the date of the cancellation, but as agent only of the Member, and the Member shall be liable to reimburse the Association for the full amount of such claim; and

- d This Rule shall apply only to claims by a seaman employed on an entered vessel and to the personal injury, illness or death of such seaman solely arising from a happening, occurrence, event or matter occurring at or after noon GMT, February 20, 2010.

- 30 In the event that more than one class of claims as provided for by these Rules shall arise as the result of any one accident or occurrence, only one deductible shall be made, which deductible shall be the highest deductible of those applying to the classes of claims involved.

General Limitations

- 31 If and when a Member has any interest other than as an owner or bareboat charterer of the insured vessel, in no event shall the Association be liable hereunder to any greater extent than if such Member were the owner or bareboat charterer and were entitled to all the rights of limitation of liability to which a shipowner is entitled.
- 32 Subject to these Rules and to any special terms and conditions upon which a vessel may be insured, the Association covers the liability of a Member in respect of an insured vessel as this liability may be determined and fixed by law, including any laws pertaining to limitation of liability. The Association shall in no circumstances be liable for any sum in excess of such legal liability. If a Member is entitled to limit his liability, the liability of the Association shall not exceed the amount of such limitation.
- 33 Notwithstanding the provisions of Rule 1.4.31 and 1.4.32 above, recovery shall be limited to ONE BILLION DOLLARS (\$1,000,000,000) any one occurrence in respect of any one insured vessel for oil pollution liability including fines, costs and expenses and cleanup, and damages payable to any other person as may arise in respect of such oil pollution liability, whether under Rule 2.3 or Rule 2.5 or Rule 2.14 or any other section or endorsement or combination thereof; and

Provided further that if the aggregate amount of any oil pollution claims against a Member, Co-assured and/or Affiliate exceeds the aforesaid \$1,000,000,000, the Association will not be liable to make any payment in respect of that amount by which any such claim exceeds \$1,000,000,000; and

Section 4 (continued)

Provided further that where an insured vessel gives or attempts to give salvage or other assistance to another vessel following a casualty, any oil pollution liability incurred by the insured vessel in consequence thereof shall be aggregated with any oil pollution liability incurred by any other vessels similarly assisting in connection with the same casualty which are insured in respect of oil pollution liability either by the Association or by any other association which participates in the International Group of P&I Clubs' Pooling Agreement or Excess Reinsurance Policies, and recovery in respect of the oil pollution liability of any insured vessel assisting as aforesaid shall not exceed such proportion of the above \$1,000,000,000 limit as that vessel's oil pollution liability bears to the aggregate of the oil pollution liabilities of all the similarly assisting vessels; and

Provided further that where an insured vessel is separately insured on behalf of its owner, demise charterer, manager or operator with the Association or any other association which participates in the International Group of P&I Clubs' Pooling Agreement or Excess Reinsurance Policies, recovery in respect of all claims for oil pollution liability following any one occurrence brought against the owner, demise charterer, manager or operator of an insured vessel or against the Association or any other association shall be limited to \$1,000,000,000. The liability of the Association in respect of such claims shall be limited to that proportion of \$1,000,000,000 that each claim recoverable from the Association bears to the aggregate of the claims recoverable against the Association and such other associations, if any.

- 34** In respect of the risks insured hereunder, to the extent a Member, Co-assured or Affiliate is insured for pollution risks under any other insurance, cover hereunder shall be null, void and of no effect, up to the limits of said other insurance. Above the limits of said other insurance, cover under this insurance shall remain in effect, subject always to the limits herein which are applicable to such risks, to any deductible(s), and to the Rules of the Association. In the event the limits available under such other insurance are the same as or greater than the limits available for pollution losses under this insurance, then this insurance shall be null, void and of no effect with regard to such claims. In the event the limits of said other insurance are less than the limits available hereunder, this insurance shall respond up to the limits set forth herein for pollution losses, but only for the amount by which any such losses exceed the stated limits of such other insurance, and then only up to the limits set forth herein for pollution losses. This insurance shall respond only in excess of the stated limits of the other insurance, whether or not the full amount of such policy limits, or any amount at all, is recoverable thereunder.

Section 4 (continued)

- 35** Unless otherwise limited to a lesser sum, the Association's aggregate liability arising under any one Member's entry shall not exceed
- 1** in respect of liability to Passengers US\$2,000,000,000 any one accident or occurrence; and
 - 2** in respect of liability to Passengers and Seamen US\$3,000,000,000 any one accident or occurrence.

Provided always that:

Where there is more than one Member's entry in respect of the same insured vessel in the Association and/or as provided by any other insurer which participates in the Pooling Agreement

- a** the aggregate of claims in respect of liability to Passengers recoverable from the Association and/or such other insurers shall not exceed US\$2,000,000,000 any accident or occurrence and the liability of the Association shall be limited to such proportion of that sum as the claims recoverable by such persons from the Association bear to the aggregate of all such claims otherwise recoverable from the Association and all such other insurers;
- b** the aggregate of all claims in respect of liability to Passengers and Seamen recoverable from the Association and/or such other insurers shall not exceed US\$3,000,000,000 any one accident or occurrence and the liability of the Association shall be limited:
 - i** where claims in respect of liability to Passengers have been limited to US\$2,000,000,000 in accordance with proviso (a) to such proportion of the balance of US\$1,000,000,000 as the claims recoverable by such persons in respect of liability to Seamen bear to the aggregate of all such claims otherwise recoverable from the Association and all such other insurers; and
 - ii** in all other cases, to such proportion of US\$3,000,000,000 as the claims recoverable by such persons in respect of liability to Passengers and Seamen bear to the aggregate of all such claims otherwise recoverable from the Association and all such other insurers.

Section 4 (continued)

- 36 The Association shall not be liable for any loss, damage or expense against which, but for the insurance herein provided, the Member, Co-assured or Affiliate would have been insured under any other existing insurance, except as set forth above in Rule 1.4.34; nor shall the Association provide prorated or allocated cover on the basis of double insurance or otherwise, except as set forth above in Rule 1.4.34; nor will this insurance replace any other insurance where (for whatever reason) that other insurance does not or is not able to respond to a claim thereunder.

Association Rights

- 37 No act, omission, course of dealing, forbearance, delay or indulgence by the Association in enforcing any of the terms of the contract of insurance issued to the Member by the Association shall prejudice or affect the rights and remedies of the Association under the contract of insurance, and no such occurrence shall be treated as any evidence of waiver of the Association's rights thereunder or result in any form of estoppel as to such rights and remedies, nor shall any waiver of a breach by the Member of such contract operate as a waiver or estoppel with respect to any subsequent breach thereof. The Association shall at all times and without notice be entitled to insist on the strict application and enforcement of all of the terms of the contract of insurance it issued to the Member.

Provision of Security

- 38 The Association may, but shall in no case be obligated to, provide on behalf of a Member security to prevent the arrest or attachment or obtain the release from arrest or attachment or any other form of restraint or detention in respect of an vessel or the Member's other property or assets or funds. Should the Association do so, the security shall be provided on such terms as the Managers in their absolute discretion deem appropriate, and the Member shall upon first demand made at any time by the Managers in writing arrange such countersecurity (which countersecurity may in the Managers' absolute discretion include a deposit of cash with the Association) as the Managers may require, and (with or without such countersecurity having been required or arranged) the Member shall promptly indemnify the Association in consequence of any security provided by the Association.
- 39 In the event that a Member does not arrange such countersecurity as may have been required or does not indemnify the Association as aforesaid, the Association, without prejudice to its other rights, shall be entitled to retain any and all amounts which would otherwise be recoverable by such Member, notwithstanding that the same may have no connection with the liability in respect of which the original security

Section 4 (continued)

was provided and may relate to other periods of cover before or after that liability was incurred by the Member or to another insured vessel. The provision of security by the Association shall be without prejudice to the Association's possible declination of liability to the Member for the claim in question.

- 40 Notwithstanding the foregoing, in no circumstances shall the Association be liable for the detention of an insured vessel or for any other detention or attachment of a Member's funds or assets, or for any damage whatsoever caused to a Member by reason of the provision or non-provision of security of whatever kind.

Surveys and Operational Audits

- 41 The Managers may at any time in their absolute discretion appoint a surveyor or such other person as they may think fit to inspect an insured vessel on behalf of the Association. The Member shall afford such facilities as may be required for such inspection, and shall comply with such recommendations as the Managers may make following such inspection.
- 42 Notwithstanding anything contained in these Rules to the contrary, and unless and to the extent that the Managers shall otherwise agree, the failure by a Member to present a vessel for survey by such time and date as shall have been stipulated by the Managers shall have the effect of automatically terminating cover as from such time and date without further notice.
- 43 By applying to enter or upon the entry or continuation of the entry of a vessel for insurance in the Association, an Applicant Member or Member as the case may be:
- a Consents to and authorizes the disclosure by the Managers to any association which is a party to the Pooling Agreement any survey or inspection of such vessel undertaken on behalf of the Association either pursuant to an application for, or after entry in, the Association;
 - b Waives any rights or claims against the Association of whatsoever nature arising in respect of or relating to the contents of or opinions expressed in any survey or inspection so disclosed.

PROVIDED ALWAYS that

- i Such survey or inspection may only be disclosed to another association when an application for entry of such vessel is made thereto; and
- ii The disclosure of the survey inspection shall be for the limited purpose only of that association considering an application to enter such vessel for insurance.

Section 4 (continued)

- 44** Unless and to the extent that the Directors in their absolute discretion otherwise decide, a Member who commits any breach of his obligations referred to in Rule 1.4.41 above shall not be entitled, in relation to any casualty, event or matter occurring during the period of the breach, to any recovery from the Association in respect of any claim arising out of such casualty, event or matter.
- 45** Moreover, in the event that a vessel shall, in the opinion of the Managers, have failed to pass survey, cover shall cease automatically with immediate effect without further notice. Cover may be reinstated subject to any special terms and conditions as the Managers may in their absolute discretion wish to impose. In the absence of such reinstatement, unless and to the extent that the Directors may in their absolute discretion otherwise decide, a Member shall not be entitled to any recovery from the Association for any claim of whatsoever nature and howsoever arising during the period in which such automatic cesser shall have taken effect.
- 46** The Managers may at any time in their absolute discretion:
- a** Appoint representatives to visit the Member's offices or those of any party or parties having operational control of an insured vessel entered on behalf of that Member and/or attend on board such vessel at such time specified by the Managers to audit the Member's management systems, including, but not limited to, interviewing all relevant personnel and reviewing all relevant documentation. The Member shall be under a duty to ensure full cooperation with such representatives, making all requested personnel, information and documentation available, and unless otherwise agreed in writing by the Managers, shall pay for the reasonable costs of such audits; and
 - b** Make recommendations as to the rectification of any deficiencies as may have been identified during the course of such a review either forthwith or within such time as may be specified by the Managers.

The Member shall inform the Managers immediately on completion of the implementation of any recommendations which the Managers shall have made and provide them with such evidence as the Managers deem fit as to the rectification and any deficiencies they shall have identified, provided always however that the Managers shall have the right to carry out re-audits at whatever time and in whatever circumstances they deem appropriate to verify the same.

In the event of any noncompliance with any of the provisions of this Section 4, Sub-Section 46, the Managers shall be empowered in their absolute discretion to:

- terminate the entry of any or all insured vessels entered by the Member from a time and date specified by notice in writing to the Member; or

Section 4 (continued)

- determine that there shall be no right to recover from the Association in respect of any liability, cost or expense during a period commencing from the time and date at which the Member ceases to be in compliance, or such other date as is specified in writing, until the Managers are satisfied that compliance has been achieved; or
- exclude cover for claims arising out of or contributed to by such non-compliance; or
- reduce any recovery from the Association to the extent that a claim has been contributed to by such noncompliance; or
- vary the terms and conditions of entry including, but not limited to, the terms of any or all insured vessels' premium rating.

PROVIDED ALWAYS that the Directors shall have power in their absolute discretion to admit in whole or in part any claim which may be excluded by reason of the foregoing. The exercise of their discretion by the Directors shall be final and conclusive for all purposes.

PROVIDED FURTHER that nothing in this Section 4, Sub-Section 46, or any action taken by the Association hereunder shall relieve the Member of his obligations with regard to those requirements in regard to classification and statutory regulation of the insured vessel as set out in Rule 1, Section 4, Sub-Section 14 of these Rules, or in regard to the maintenance and/or condition of the ship generally.

Adjudication of Differences or Disputes

- 47 a** If any difference or dispute shall arise between a Member and the Association and/or its agents (which shall include, without limitation, the Association's Manager and the Association's and the Manager's directors, officers and employees) concerning the construction of the Member's contract with the Association, or the insurance afforded by the Association under the contract, or any amount allegedly due from the Association to the Member, or any other difference or dispute, and the Member is dissatisfied with the Manager's final decision, the Member may submit a Notice of Appeal to the Association's Board of Directors asking it to adjudicate the difference or dispute. Such Notice of Appeal, if any, must be submitted by the Member through the Manager no later than sixty days after the Manager shall have provided its final decision to the Member regarding the difference or dispute.
- b** The procedures for adjudication by the Directors, which are incorporated into this Rule, are stated in Appendix A to these Class I Rules.
 - c** No Member shall be entitled to maintain any action, suit or other legal proceedings against the Association and/or its agents upon any such

Section 4 (continued)

difference or dispute unless and until the same has been appealed to the Association's Board of Directors and it shall have adjudicated the dispute and given its decision thereon. The Board of Directors' decision shall be made and published as soon as reasonably possible, but no more than six months after receipt of the last written submission permitted under Appendix A to these Class I Rules.

- d The decision of the Association's Board of Directors is intended to be final and binding. However, should the Member wish to appeal that decision, such appeal shall be brought only by suit against the Association in the United States District Court for the Southern District of New York and must be commenced no later than sixty days after the Board's decision has been provided to the Member.

Claims Against Members

- 48 a The Member hereby submits to the jurisdiction of the United States District Court for the Southern District of New York in respect of any suit brought by the Association to recover any sums which the Association may consider to be due to it from the Member.
- b Provided always that, and without prejudice to the foregoing or the terms of Rule 1.4.50 below, the Association shall be entitled to commence and maintain in any jurisdiction whatsoever any action to recover any amounts which the Association may consider to be due to it from the Member.
- c The amounts due to the Association from a defaulting Member shall include, but not be limited to, unpaid premiums and assessments plus the Association's reasonable legal fees, collection expenses and other costs of recovering all amounts due from a Member or former Member plus interest at the rate specified in Rule 4, Section 11 of these Rules of Class I, or such higher or lower rate of interest as may be lawful in the jurisdiction in which the action is commenced.

Applicable Law

- 49 The contract of insurance between the Association and a Member shall be governed by and construed in accordance with the law of the State of New York. This provision is not, in any way, to be construed as a waiver of any rights, claims or defenses available to the Association under any contract term, including, but not limited to, that part of the contract included in Rule 1.4.48.

Maritime Lien

- 50 The Association shall have a lien on the insured vessel under the contract of insurance and/or applicable law for all premium and all other

Section 4 (continued)

sums of whatsoever nature due to it. Such lien shall extend to other insured vessels which are part of a fleet as defined in Rule 1.2 and shall be in addition to, and in no way may be construed as a waiver of, or amendment to, any other contractual or maritime lien which the Association may either expressly or impliedly possess in regard to the said insured vessel or vessels. Such lien shall apply notwithstanding that the cover of the Member in respect of any vessel insured by him with the Association may have ceased or been terminated.

Delegation

- 51 Whenever any power, duty or discretion is conferred or imposed upon the Managers by virtue of the contract of insurance, such power, duty or discretion may, subject to any terms, conditions or restrictions contained in the contract, be exercised by any one or more of the Managers or by any servant or agent of the Managers to whom the same shall have been delegated or sub-delegated.
- 52 Whenever any power, duty or discretion is stated in the contract of insurance to be vested in the Directors, such power, duty or discretion shall be exercisable by the Directors unless the same shall have been delegated to any Committee of the Directors or to the Managers in accordance with the provisions as regards delegation contained in the By-Laws, in which event the power, duty or discretion may be exercised by any person to whom the same shall have been so delegated.

Sanctions

- 53 Notwithstanding and without prejudice to any other provision of these Rules or the Association's Charter or By-Laws or a Member's Certificate of Entry into the Association relating to the amendment of these Rules, these Rules may, on such notice as the Directors may in their absolute discretion decide, be amended at any time (including with effect from any time during the course of any current or future Insurance Year) in such fashion and to such extent as the Directors may in their absolute discretion determine is necessary as a result of the implementation of, or potential or proposed implementation of, any applicable change in legislation, regulation, prohibition, restriction, or requirement to obtain any license, consent, or authorization; or the potential or actual imposition of economic or other sanctions against the Association by any State, government, official body, regulatory or competent authority, international organization, or the like.
- 54 Whenever coverage extended by the Association would be in violation of any law applicable to the Association, including, but not limited to,

Section 4 (continued)

the prohibitions and requirements of any economic, financial, or trade sanctions administered by any State or international or supranational organization, such coverage shall be null, void and of no effect. Any coverage hereunder provided by the Association shall not include or, as the case may be, shall by operation of law or pursuant to this sub-section, cease or shall have ceased to include, coverage for, or with respect to, any prohibited or unlawful entity, subject matter, vessel, or activity.

- 55 Without prejudice to the generality of the provisions contained in Rule 3, Section 1.5 of these Rules of Class I, in the event that the Association is unable to recover from any reinsurer (such term to include, but not be limited to, any association party to the Pooling Agreement, or any reinsurer subscribing to the Group Excess Loss Contract, or any other of the Association's reinsurers whatsoever) such reinsurer's contributions to any claim, loss or expense to which such reinsurance may pertain, and for which the Association would otherwise be liable to the Member under these Rules, by reason of the said reinsurer being prohibited from making such payment to the Association under any economic, financial, or trade sanctions administered by any State, or international or supranational organization having jurisdiction over the said reinsurer, the liability of the Association for such claim, loss or expense shall be limited to that sum which the Association is itself lawfully permitted to pay and shall not extend to any amount which it is unable to recover from any reinsurer for the reasons set out above.

Members and Successors Bound by Rules

- 56 A Member or other person by whom or on whose behalf an application is made for insurance or reinsurance by the Association shall be deemed to have agreed not only on his own behalf but also on behalf of his successors and each of them that both he and they will in every respect be subject to and bound by all of the provisions of the Member's contract of insurance with the Association.

RISKS AND LOSSES COVERED

Each Member of the Association shall be indemnified in connection with each vessel entered in the Association for Protection and Indemnity insurance against any loss, damage or expense which the Member shall become liable to pay and shall pay by reason of the fact that the Member is the owner (or operator, manager, charterer, mortgagee, trustee, receiver or agent, as the case may be) of the insured vessel, subject to the provisions of these Rules and to all the limitations herein stated or agreed to by the acceptance of the application for membership, or by the entry of the vessel, in the Association, and which shall result from the following liabilities, risks, events, occurrences and expenditures; provided that such liabilities, risks, events, occurrences and expenditures arise in respect of the Member's interest in such vessel; and in connection with the operation of such vessel by or on behalf of the Member; and out of events occurring during the period of entry of such vessel.

Section 1

LOSS OF LIFE, INJURY AND ILLNESS

- A Liability for life salvage in respect of, or loss of life of, or personal injury to, or illness of, any person, (other than the persons specified in paragraphs B, C and D of this Section) and hospital, medical or funeral expenses incurred in relation to such injury, illness or death.**
- B Liability for life salvage in respect of, or loss of life of, or personal injury to, or illness of, any seaman and hospital, medical or funeral expenses incurred in relation to such injury, illness or death.**
- 1 Liability hereunder shall include liability arising ashore or afloat.
 - 2 For the purposes of this Rule 2, Section 1, B a seaman shall be defined as an employee of the Member:
 - a who is the master or a member of the crew of the insured vessel; or
 - b who is on board the insured vessel with the intention of becoming a member of her crew; or
 - c who, in the event of the insured vessel being laid up and out of commission, is engaged in the upkeep, maintenance or watching of the insured vessel; or
 - d who is engaged by the insured vessel or its master to perform stevedoring work in connection with the insured vessel's cargo at ports where contract stevedores are not readily available.

Section 1 (continued)

PROVIDED that:

- i Where the liability arises, or the costs or expenses are incurred, under the terms of crew articles or other contract of service or employment and would not have arisen but for those terms, that liability shall not be covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.
- ii There shall be no recovery in respect of liabilities, costs and expenses incurred by a Member in respect of the personal injury of a seaman under or pursuant to the terms of a contract of employment between the Member and that seaman, where that seaman has suffered injury while on leave, except where the claim on the Association is made under the entry of the last insured vessel on which the seaman served prior to suffering the injury.

C Liability for life salvage in respect of, or loss of life of, or personal injury to, or illness of, any person engaged to handle the cargo of an insured vessel and hospital, medical or funeral expenses incurred in relation to such injury, illness or death.

- 1 Liability hereunder in connection with the handling of cargo for the insured vessel shall commence from the time of receipt by the Member of the cargo on dock or wharf, or on craft alongside, for loading, and shall continue until due delivery thereof to dock or wharf of discharge or until discharge from the insured vessel onto craft alongside;
- 2 The Association shall not be liable for any loss, damage or expense sustained, directly or indirectly, by reason of any claim for loss of life, personal injury or illness in relation to the handling of cargo where such claim arises under a contract of indemnity between the Member and his subcontractor.

D Liability to pay damages or compensation

- 1 for life salvage in respect of, or loss of life of, or personal injury to, or illness of, any passenger and hospital, medical or funeral expenses incurred in relation to such injury, illness or death;
- 2 to passengers on board an entered ship arising as a consequence of a casualty to that ship, including the cost of forwarding passengers to destination or return to port of embarkation and of maintenance of passengers ashore;
- 3 for loss of, or damage to, the effects of any passenger.

Section 1 (continued)

PROVIDED that:

- a For the purposes of Rule 2, Section 1, D, 2 above a casualty shall be defined as an incident involving either:
 - i collision, stranding, explosion, fire or other cause affecting the physical condition of the insured vessel so as to render it incapable of safe navigation to its intended destination; or
 - ii a threat to the life, health or safety of passengers.
- b There shall be no recovery in respect of liabilities for personal injury or death, delay or any other consequential loss sustained by any passenger by reason of carriage by air, except where such liability occurs during repatriation by air of injured or sick passengers, or following a casualty to the insured vessel.
- c There shall be no recovery from the Association in respect of the contractual liability of a Member to a passenger while on an excursion from the insured vessel in circumstances where either a separate contract has been entered into by the passenger for the excursion whether or not with the Member, or the Member has waived any or all of the Member's rights of recourse against any subcontractor or other third party in respect of the excursion.

AND FURTHER PROVIDED that:

In the case of each and every head of cover, A, B, C and D as set out above in this Section 1, unless and to the extent that special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.

Section 2

REPATRIATION AND SUBSTITUTE EXPENSES

Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other person employed on board the insured vessel, or in necessarily sending a substitute to replace any member of the crew or any person employed on board the insured vessel; provided, however, that the Member shall not be entitled to recover any such expenses incurred by reason of the expiration of the shipping agreement, other than by sea perils, or by the voluntary termination of the agreement. Wages shall be recoverable hereunder only when payable under statutory obligation during unemployment due to the wreck or loss of the insured vessel.

Coverage under Section 2 shall include expenses incurred by the Member in discharging his obligations towards or making necessary arrangements for stowaways or refugees, but only if and to the extent that the Member is

Section 2 (continued)

legally liable for the expenses or if they are incurred with the approval and agreement of the Association.

Coverage under Section 2 shall also include liability for loss of or damage to the effects of any seaman or any other person (other than passengers) provided that:

- a Unless and to the extent that special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of claims relating to cash, negotiable instruments, precious or rare metals or stones, valuables or objects of a rare or precious nature.
- b Where the liability arises or the costs or expenses are incurred under the terms of a contract and would not have arisen but for those terms, that liability is not covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.

Section 3

COLLISION

Liability for loss or damage as set out in paragraphs 1, 2, and 3 below which arises from collision of the insured vessel with another ship or vessel, but only if and to the extent that such liability is not covered by the hull insurances of the insured vessel:

- 1 one fourth, or such other proportion as may have been agreed, of the liabilities arising out of the collision other than those set out in paragraph 2 below;
- 2 four-fourths of the liabilities arising out of the collision in consequence of, or in respect to:
 - a removal or disposal of obstructions, wrecks or their cargoes under statutory powers or otherwise pursuant to law;
 - b injury to real or personal property of every description;
 - c the discharge, spillage, emission or leakage of oil, petroleum products, chemicals or other substances of any kind or description whatsoever including, but not limited to, remuneration paid pursuant to the Special Compensation P & I Club (SCOPIIC) Clause, or any revision thereof, in respect of the salvage of a ship or vessel with which the insured vessel is in collision;
 - d cargo or other property on the insured vessel;
 - e loss of life, personal injury or illness;
- 3 that part of the Member's liability arising out of the collision which

Section 3 (continued)

exceeds the sums recoverable under the hull policies of the insured vessel solely by reason of the fact that the liability exceeds the hull insurance value.

PROVIDED always that:

- i For the purpose of determining any sum recoverable under this Section 3, the Managers shall be entitled to determine the proper value at which the insured vessel should have been insured under the hull policies and the Association shall only be liable for the excess (if any) above the amount which would have been recoverable under the hull policies had the insured vessel been insured thereunder at such value. For the purpose of this Section 3 "proper value" is defined as an amount equal to the free, uncommitted market value of the insured vessel at the time of the collision.
- ii Coverage hereunder shall not extend to any liability, whether direct or indirect, in respect of the engagements of, or the detention or loss of time of, the insured vessel.
- iii Claims hereunder shall be settled on the principles of cross-liabilities.
- iv Where both vessels are insured vessels and are the property, in part or in whole, of the same owners or charterers, claims hereunder shall be settled on the basis of the principles set forth in the collision clauses contained in the hull policies of those insured vessels.
- v Claims hereunder shall be separated among and take the identity of the several classes of liability for loss, damage and expense enumerated in this Rule and each class shall be subject to the deductions, inclusions, exclusions and special conditions applicable in respect to such class.
- vi Notwithstanding the foregoing, the Association shall not be liable for any claims hereunder where the various liabilities resulting from such collision, or any of them, have been compromised, settled or adjusted without the written consent of the Managers.
- vii In every case where the insured vessel is a tug, the hull policy thereof shall be deemed to be written on the American Institute Tug Form, August 1, 1976 and this Section 3 shall be deemed to incorporate the collision clause contained in the said policy and the following clause shall be substituted for and supersede Rule 3, Section 2.6, namely:

Loss of or damage to any vessel or vessels in tow and/or their cargoes, whether such loss or damage occurs before, during or after actual towage; provided, that this exception shall not apply to claims under Section 1 of Rule 2.

Section 4 **DAMAGE CAUSED OTHERWISE THAN BY COLLISION**

Liability for loss of or damage to any other vessel or craft, or to property on board such other vessel or craft, caused otherwise than by collision of the insured vessel with another vessel or craft.

Where such other vessel or craft or property on board such other vessel or craft belongs to the Member, claims hereunder shall be adjusted as if it belonged to a third person; provided, however, that if such vessel, craft or property be insured, the Association shall be liable hereunder only insofar as the loss or damage, but for the insurance herein provided, is not or would not be recoverable by the Member under such other insurance.

Section 5 **DAMAGE TO DOCKS, BUOYS, ETC.**

Liability for loss of or damage to any dock, pier, jetty, bridge, harbor, breakwater, structure, beacon, buoy, lighthouse, cable, or to any fixed or movable object or property whatsoever, including infringement of rights, except another vessel or craft or property on another vessel or craft, or to property on the insured vessel other than to the extent that such property is covered under section 6 below or elsewhere herein.

Where any such object or property belongs to the Member, claims hereunder shall be adjusted as if it belonged to a third person; provided, however, that if such object or property be insured, the Association shall be liable hereunder only insofar as the damage, but for the insurance herein provided, is not or would not be recoverable by the Member under such other insurance.

Section 6 **PROPERTY ON BOARD THE INSURED VESSEL**

Liability for loss of or damage to any containers, equipment, fuel or other property on board the insured vessel, other than to the extent that such property is elsewhere covered herein;

PROVIDED THAT:

- a there is no cover under this section for loss of or damage to any property which forms part of the insured vessel which is owned or leased by the Member or by any company associated with or under the same management as the Member; and
- b unless the Member has obtained appropriate special cover by agreement with the Managers in writing, there is no cover under this section where any liability arises under a contract or indemnity entered into by him and would not have arisen but for such a contract or indemnity.

Section 7 **LIABILITY IN RESPECT OF WRECKS**

Liability for costs or expenses relating to

- A the raising, removal, destruction, lighting or marking of the wreck of an insured vessel, when such raising, removal, destruction, lighting or marking is compulsory by law or the costs thereof are legally recoverable from the Member.
- B the raising, removal, destruction of any property (other than oil or other substance within the scope of Rule 2, Section 14) being carried or having been carried on an insured vessel, when such raising, removal or destruction is compulsory by law or the costs thereof are legally recoverable from the Member but only if and to the extent that such property does not form part of the insured vessel and is not owned or leased by the Member or by any company affiliated with the Member, and the Member is unable to recover such costs and expenses from the owner or insurer of such property, or from any other party.
- C any such raising, removal or destruction of the wreck of an insured vessel or any property as is referred to in paragraphs A and B of this section, or any attempt thereat.
- D the presence or involuntary shifting of the wreck of an insured vessel or as a result of the Member's failure to remove, destroy, light or mark such wreck, including liability arising from the discharge or escape from such wreck of oil or any such substance.

PROVIDED that:

- 1 The insured vessel became a wreck as a result of a casualty or event occurring during the period of that vessel's entry in the Association, in which case the Association shall continue to be liable for the claim notwithstanding that in other respects the liability of the Association shall have terminated pursuant to Rule 5, Section 1(a)(b).
- 2 In respect of a claim under paragraph A of this Section, the value of all stores and materials saved, as well as the wreck itself, shall first be deducted from such costs or expenses and only the balance thereof, if any, shall be recoverable from the Association.
- 3 Nothing shall be recoverable from the Association under this Section if the Member shall, without the consent of the Managers in writing, have transferred his interest in the wreck otherwise than by abandonment, prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the incident giving rise to the liabilities, costs and expenses referred to in this Section.

Section 7 (continued)

- 4 Where the liability arises or the costs or expenses are incurred under the terms of a contract and would not have arisen but for those terms, that liability is not covered by the Association unless and to the extent that those terms shall have been previously approved by the Managers in writing.
- 5 The Association shall not be liable for any costs or expenses of a type, character or kind which would be covered by the hull insurance of the insured vessel.
- 6 In the event that the wreck of the insured vessel is upon property owned, leased, rented or otherwise occupied by the Member, the Association shall be liable for any liability or removal of the wreck which would be imposed upon the Member by law in the absence of contract if the wreck had been upon property belonging to another, but only for the excess over any amount recoverable under any other insurance applicable thereto.

Section 8

CARGO

Liabilities and costs set out in subsections 1 to 4 below when and to the extent that they relate to cargo intended to be or being or having been carried in an insured vessel.

1 Loss, Shortage, Damage or Other Responsibility

Liability for loss, shortage, damage or other responsibility arising out of any breach by the Member, or by any person for whose acts, neglect or default he may be legally liable, of his obligation properly to load, handle, stow, carry, keep, care for, discharge or deliver the cargo or out of unseaworthiness or unfitness of the insured vessel.

2 Disposing of Damaged Cargo

The additional costs (over and above those which would have been incurred if the cargo had not been damaged) incurred by the Member in discharging or disposing of damaged cargo, but only if and to the extent that the Member has no recourse to recover those costs from any other party.

Provided always that where the said additional costs claimed represent the daily running costs of the insured vessel, such costs shall not be payable save to the extent that the Directors, in their absolute discretion, shall otherwise determine.

3 Failure of Consignee to Remove Cargo

The liabilities and additional costs (over and above the costs which would have been incurred by him if the cargo had been collected or removed) incurred by a Member solely by reason of the total failure of a consignee to collect or remove cargo at the port of discharge or place of delivery, but only if and to the extent that such liabilities or costs exceed the proceeds of sale of the cargo and the Member has no recourse to recover those liabilities or costs from any other party.

Section 8 (continued)

4 Through or Transhipment Bills of Lading

Liability for loss, shortage, damage or other responsibility in respect of cargo carried by a means of transport other than the insured vessel, when the liability arises under a through or transhipment bill of lading, or other form of contract, providing for carriage partly to be performed by the insured vessel.

PROVIDED always that:

a Standard Terms of Carriage

Unless and to the extent that the Directors in their discretion otherwise decide, or special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of liabilities which would not have been incurred or sums which would not have been payable by the Member if the cargo (including cargo on deck) had been carried on terms no less favorable to the Member than the Hague-Visby Rules or the U.S. Carriage of Goods by Sea Act and/or such other rules and/or conventions as the Directors may from time to time determine.

b Deviation

Unless and to the extent that the Directors in their discretion otherwise decide, or cover has been confirmed in writing by the Managers prior to the deviation, there shall be no recovery from the Association in respect of liabilities, costs or expenses which arise out of or which are incurred as a consequence of a deviation, in the sense of a departure from the contractually agreed voyage or adventure which deprives the Member of the right to rely on defenses or rights of limitation of liability which would otherwise have been available to him on the basis of the standard terms of carriage referred to in proviso (a) above to reduce or eliminate his liability.

c Claims Payable Only at the Discretion of the Directors

Unless and to the extent that the Directors in their discretion otherwise decide there shall be no recovery from the Association in respect of liabilities, costs or expenses arising out of:

- i discharge of cargo at a port or place other than the port or place provided in the contract of carriage;
- ii delivery of cargo carried under a negotiable bill of lading or similar document of title without production of that bill of lading or document by the person to whom delivery is made, except where cargo has been carried in the insured vessel under the terms of a nonnegotiable bill of lading, waybill or other nonnegotiable document, and has been properly delivered as required by that document, notwithstanding that the owner of that insured vessel

Section 8 (continued)

may be liable under the terms of a negotiable bill of lading or other similar document of title issued by or on behalf of a party other than that owner providing for carriage partly by a means of transport other than the insured vessel;

- iii the issue of an antedated or postdated bill of lading, waybill or other document containing or evidencing the contract of carriage, that is to say a bill of lading, waybill or other document recording the loading or shipment or receipt for shipment on a date prior or subsequent to the date on which the cargo was in fact loaded, shipped or received as the case may be;
 - iv a bill of lading, waybill or other document containing or evidencing the contract of carriage, issued with the knowledge of the Member or the master of the insured vessel with an incorrect description of the cargo or its quantity or its condition;
 - v either the failure to arrive or late arrival of an insured vessel at a port of loading, or the failure to load any particular cargo or cargoes in an insured vessel other than liabilities, loss and expenses arising under a bill of lading already issued.
- d *Ad Valorem Bills of Lading*
Unless and to the extent that special cover has been agreed in writing by the Managers, the Association shall not be liable for payments to cargo claimants of amounts exceeding whichever is the higher of \$2,500 per unit, piece or package or the limitation per unit, piece or package specified in the standard terms of carriage, in respect of shipments of goods carried under an ad valorem bill of lading, waybill or other document containing or evidencing the contract of carriage in which the value of the relevant unit, piece or package has been stated to be in excess of \$2,500.
- e *Rare or Valuable Cargo*
Unless and to the extent that special cover has been agreed in writing by the Managers, there shall be no recovery from the Association in respect of claims relating to the carriage of specie, bullion, precious or rare metals or stones, plate or other objects of a rare or precious nature, bank notes or other forms or currency, bonds or other negotiable instruments.
- f *Property of the Member*

In the event that any cargo lost or damaged on board the insured vessel shall be the property of the Member, such Member shall be entitled to recover from the Association the same amount as would have been recoverable from him if the cargo had belonged to a third party and that third party had concluded a contract of carriage of the cargo with the Member on the terms of the Association's recommended standard terms of carriage.

Section 9

FINES AND PENALTIES

Liability for fines and penalties imposed by any court, tribunal or authority for:

- 1 short- or over-delivery of cargo, or failure to comply with regulations concerning the declaration of goods, or documentation of cargo, provided that the Member is insured by the Association for liability in respect of cargo and subject always to the provisions of these Rules generally and/or the Member's terms of entry in respect of such cargo cover;
 - 2 breach of any immigration law or regulation, provided that such breach is unknown to the Member;
 - 3 the accidental escape or discharge of oil or any other substance from an insured vessel, provided that the Member is insured for pollution liability by the Association, and subject to the applicable limit of liability under the Rules of the Association and/or the terms of entry;
 - 4 smuggling by the master or members of the crew, provided that the Member upon becoming aware of such activity immediately notifies the Managers.
- All other fines and penalties will be recoverable only under Rule 2, Section 20, provided that:
- a the Member has satisfied the Directors that it took such steps as appear to them to be reasonable to avoid the event giving rise to the fine or penalty; and
 - b any amount claimed in respect of such fines shall be recoverable to such extent as the Directors in their absolute discretion may determine without having to give any reason for their decision.

Coverage under Section 9 hereunder also extends to confiscation of an insured vessel by a legally empowered court, tribunal or authority for breach of any customs law or regulation, provided that:

- recovery shall be limited to the market value of the insured vessel, free of commitment at the time of confiscation;
- no claim shall be considered in respect of any confiscation which has not remained in effect for a continuous period of 183 days from such time as the Member shall have notified the Managers in writing of the confiscation, and if at any time before or after the expiry of the said period terms become available for the return of the insured vessel on payment of a monetary penalty, the Managers may require the Member to accept such terms and make the necessary payment which alone shall then be the subject of recovery from the Association;
- the Directors in their sole discretion may refuse recovery to any extent whatever in respect of confiscation in circumstances regarded by the Directors as involving any element of fault or privity on the part of the Member.

Section 10 MUTINY, MISCONDUCT

Liability for expenses incurred in resisting any unfounded claim by a seaman or other person employed on board the insured vessel, or in prosecuting such person or persons in case of mutiny or other misconduct; not including, however, costs of successfully defending claims elsewhere protected in this Rule.

Section 11 QUARANTINE EXPENSES

Liability for extraordinary expenses, incurred in consequence of the outbreak of any disease on the insured vessel, for disinfection of the vessel or of persons on board, or for quarantine expenses, not being the ordinary expenses of loading or discharging, nor the ordinary wages or provisions of crew or passengers, provided, however, that no liability shall exist hereunder if the insured vessel be ordered to proceed to a port where it is known that she will be subjected to quarantine.

Section 12 DIVERSION EXPENSES

Liability for expenses incurred solely for the purpose of putting in to land an injured or sick seaman or passenger, or for putting in to land stowaways or refugees or for saving life at sea; and the net loss to the Member in respect of bunkers, insurance, stores and provisions as the result of the diversion.

Section 13 UNRECOVERABLE GENERAL AVERAGE CONTRIBUTIONS

General average (excluding ship's sacrifice items), special charges or salvage chargeable to any other party to the marine adventure for which the Member may become liable or be unable to recover from such party solely by reason of a breach of the contract of carriage, provided that:

- 1 the Member shall have notified the Managers in writing within twelve months both of the casualty out of which a claim under this Section 13 might arise, and of the reference of the matter to adjusters; and
- 2 the provisos in Section 8 above shall apply to recovery under this Section 13; and
- 3 the Member shall have obtained adequate general average security in the absence of which recovery from the Association will be available if, and only to the extent that, the Member can establish that, at the time of delivery of the cargo, he neither knew nor ought to have known that there had been an occurrence of a general average nature during the voyage, or if, and only to the extent that, the Directors, in their absolute discretion, shall otherwise determine.

Section 14 DISCHARGE OF OIL OR OTHER SUBSTANCE

Liabilities, costs and expenses that are the result of the discharge or escape of oil or any other polluting substance, or the threat of such discharge or escape, from an insured vessel, namely:

- 1 Liability for loss, damage or contamination;
- 2 Liability of the Member as a party to any voluntary agreement previously approved by the Managers in writing, and the costs and expenses incurred by the Member in performing his obligations under such agreement;
- 3 The costs of measures reasonably taken (or taken in compliance with any order or direction given by any government or authority) for the purpose of avoiding the threat of or minimizing pollution, and liability incurred as a result of such measures;
- 4 Liability to pay special compensation to a salvor of an insured vessel in respect of work done or measures taken to prevent or minimize damage to the environment, but only to the extent that such liability is imposed on the Member pursuant to Article 14 of the International Convention on Salvage, 1989, or is assumed by the Member under the terms of a standard form of salvage agreement approved by the Managers, or the Lloyd's Standard Form of Salvage Agreement (LOF 1995) and subsequent amendments thereto.

Provided that any recovery hereunder may be reduced if and to the extent that the Member shall not have taken steps to ensure that costs and expenses recoverable hereunder are included in general average to the extent permitted under the York-Antwerp Rules 1994.

- 5 Liability, costs and expenses of the Member assumed in respect of any insured vessel which is a "Relevant Ship" as defined in the Small Tanker Owners Pollution Indemnification Agreement 2006 (STOPIA 2006). A Member who has insurance in respect of such vessel shall, by virtue of entry with and through the agency of the Association, and unless the Managers otherwise agree in writing, become a party to STOPIA 2006 for the period of entry of such vessel in the Association. In the event that the Member exercises his rights under STOPIA 2006 to withdraw from that agreement, and unless the Managers have agreed in writing, or unless the Directors otherwise determine, there shall be no cover under this Rule 2, Section 14 in respect of such vessel so long as the Member is not a party to STOPIA 2006.
- 6 Liability, costs and expenses of the Member assumed in respect of an insured vessel which is a "Relevant Ship" as defined in the Tanker Owners Pollution Indemnification Agreement (TOPIA). A Member who has

Section 14 (continued)

insurance in respect of such vessel shall, by virtue of entry with and through the agency of the Association, and unless the Managers otherwise agree in writing, become a party to TOPIA for the period of entry of such vessel in the Association. In the event that the Member exercises his rights under TOPIA to withdraw from that agreement, and unless the Managers have agreed in writing, or unless the Directors otherwise determine, there shall be no cover under this Rule 2, Section 14 in respect of such vessel so long as the Member is not a party to TOPIA.

Section 15 **SHIP'S PROPORTION OF GENERAL AVERAGE**

The insured vessel's proportion of general average, special charges or salvage not recoverable under the hull policies by reason of the value of the ship being assessed for contribution to general average or salvage at a sound value in excess of the insured value under the hull policies.

Provided always that for the purpose of determining any sum recoverable under this Section 15, the Managers shall be entitled to determine the proper value at which the insured vessel should have been insured under the hull policies and the Association shall only be liable for the excess (if any) above the amount which would have been recoverable under the hull policies had the insured vessel been insured thereunder at such value. For the purpose of this Section 15, "proper value" is defined as an amount equal to the free, uncommitted market value of the insured vessel at the time of the incident giving rise to the general average, special charges or salvage.

Section 16 **OFFICIAL INQUIRIES**

Costs and expenses incurred by a Member in defending himself or in protecting his interests before an official inquiry into the loss of an insured vessel or into a casualty involving an insured vessel but only to the extent and on such conditions as the Managers in their sole discretion may determine.

Section 17 **SUE AND LABOR AND LEGAL COSTS**

Extraordinary costs and expenses reasonably incurred after any casualty for the purpose of avoiding or minimizing any liabilities, costs or expenses against which the Member is insured by the Association.

Legal costs and expenses relating to any liabilities, costs or expenses against which the Member is insured by the Association, but only to the extent that such legal costs and expenses have been incurred with the prior approval of the Managers in writing or to the extent and on such conditions as the Directors in their sole discretion may determine.

Section 18 **EXPENSES OF INVESTIGATION AND DEFENSE**

Liability for costs, charges and expenses reasonably incurred and paid by the Member in connection with any liability insured under this Rule, subject, however, to the same deduction that would be applicable by the terms of entry to the liability defended; provided that if any liability is incurred and paid by the Member as aforesaid, the deduction shall be applied to the aggregate of the claim and expenses; and provided further that the Member shall not be entitled to indemnity for expenses unless they were incurred with the approval in writing of the Managers, or the Managers shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay, or that the expenses were reasonably and properly incurred; and provided further that any suggestion or approval of counsel, or any incurring of expenses in connection with liabilities not insured under this Rule, shall not be deemed an admission of the Association's liability.

It is understood and agreed that the Managers may undertake the investigation of any occurrence which might develop into a claim against the Member, and may undertake the investigation and defense of any claim made against the Member with respect to which the Member shall be or may claim to be insured by the Association, and that during such investigation and/or defense the Association may incur expenses, which expenses shall be for the account of the Member, and such investigation and/or defense shall not be considered as an admission of the Association's liability for such claim or expenses, and the liability of the Association to the Member for any loss, damage or expense shall not be affected by any acts of the Association prior to formal presentation to the Association of the Member's claim for reimbursement or indemnity.

Section 19 **EXPENSES INCURRED UNDER AUTHORIZATION OF THE MANAGERS**

Expenses which the Member may incur under special written authorization of the Managers of the Association in cases in which the Managers decide that it is in the interests of the Association that the direction be given.

Section 20 **'OMNIBUS' CLAUSE**

Liability for costs and expenses not expressly excluded elsewhere in these Rules, incidental to the business of owning, operating or managing ships which the Directors, in their sole discretion, shall consider to fall within the scope of the insurance protection afforded by the Association under these Rules.

Section 1

RISKS EXCLUDED

Notwithstanding anything to the contrary contained in these Rules of Class I, there shall be no right of recovery from the Association in respect of any liabilities, costs or expenses, whether or not a contributory cause of their being incurred was any neglect on the part of a Member, Co-assured or Affiliate or any of their servants or agents, when the incident giving rise to the liability, cost or expense was caused by the following:

War Risks

- 1 i 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;
- ii Capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- iii Mines, torpedoes, bombs, rockets, shells, explosives or similar weapons or devices, provided that this exclusion shall not apply to any liabilities, costs or expenses which arise solely by reason of
 - a the transport of any such weapons whether on board the insured vessel or not, or
 - b the use of any such weapons, either as a result of government order or through compliance with a written direction given by the Association where the reason for such use was the avoidance or mitigation of liabilities, costs or expenses which would otherwise have fallen within the cover given by the Association.

AND PROVIDED ALWAYS that the exclusions in this Section 1, Sub-Section 1 shall not apply to any liabilities, costs or expenses insofar only as they are discharged by the Association on behalf of a Member pursuant to a demand made under:

- a guarantee or other undertaking given by the Association to the Federal Maritime Commission under Section 2 of US Public Law 89777, or
- a certificate issued by the Association in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 or any amendments thereto, or
- a certificate issued by the Association in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001 or any amendments thereto, or

Section 1 (continued)

- an undertaking given by the Association to the International Oil Pollution Compensation Fund 1992 in connection with the Small Tanker Oil Pollution Indemnification Agreement (STOPIA 2006),

to the extent that such liabilities, costs and expenses are not recovered by the Member under any other policy of insurance or extension to the cover provided by the Association. Where any such guarantee, undertaking or certificate is provided by the Association on behalf of a Member as guarantor or otherwise, the Member agrees that any payment by the Association thereunder in discharge of the said liabilities, costs and expenses shall, to the extent of any amount recovered under any other policy of insurance or extension to the cover provided by the Association, be deemed to be by way of loan and that there shall be assigned to the Association all the rights of the Member under any such other insurance and against any third party.

AND FURTHER PROVIDED ALWAYS that:

The Directors may resolve that special cover be provided to Members against any or all of the risks set out in Rule 2 of these Rules of Class I, notwithstanding that the liabilities, costs or expenses arising from such risks would otherwise be excluded by this Rule 3.1.1. Such special cover where provided may be limited to such sum or sums and be subject to such terms and conditions as the Directors may from time to time in their absolute discretion determine.

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

Nuclear Risks

- 2 Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or any weapons or devices employing atomic or nuclear fission and/or fusion or other like reaction of radioactive force or matter.

Provided always that this Rule 3.1.2 shall not apply to liabilities, losses, costs or expenses arising out of or in consequence of the emission of ionizing radiations from, or the toxic, explosive or other hazardous properties of:

- i isotopes prepared for use for industrial, commercial, agricultural, medical or scientific purposes;
- ii natural uranium; or
- iii depleted uranium,

being carried as cargo in an insured vessel, and such further exceptions as the Managers may approve.

Section 1 (continued)

Blockade Running, Unlawful Trade etc.

- 3 An insured vessel carrying contraband, blockade running or being employed in an unlawful trade or if the Managers, in their absolute discretion, shall be of the opinion that the carriage, trade or voyage was imprudent, unsafe, unduly hazardous or improper.

Preclusion of/exclusion from cover of certain voyages involving Iran

- 4 Notwithstanding anything to the contrary contained in these Rules or in the Association's Charter or By-Laws or in a Member's Certificate of Entry into the Association, and until and unless authorized by the Directors through any subsequent amendment of the Association's Rules, or as may be authorized in writing specifically by the Managers on a case-by-case basis, coverage hereunder shall not include or, as the case may be, shall terminate and cease to include, any voyage or service to or within Iran, including in Iranian territorial waters, of any vessel otherwise insured hereunder if such voyage and/or service is for or relates to the sale, exportation, provision, transportation or delivery to Iran*, directly or indirectly, of:

- a refined petroleum products (RPP)**;
- b goods, services, technology, information or support:
 - i which could be used to enhance Iran's ability to import RPP; or
 - ii intended for, or which could be used to facilitate, the maintenance or expansion of Iran's domestic production of refined petroleum products, including any item for use in, or which could be used in the construction, modernization, upgrade, or repair of petroleum refineries in Iran.

Any determination and decisions by the Managers with respect to the foregoing shall be conclusive and final.

* Iran means the territory of Iran, including its territorial waters; the Government of Iran; any entity (irrespective of where located) owned or controlled by the Government of Iran or from the territory of Iran (e.g., Iranian state enterprises such as IRISL); any agency or instrumentality of the Government of Iran; or any person (individual or entity) acting for or on behalf of any of the foregoing.

** Refined petroleum products mean diesel, gasoline, jet fuel (including naphtha-type and kerosene-type jet fuel), and aviation gasoline.

Preclusion/exclusion of cover where reinsurers are subject to sanctions

- 5 Notwithstanding anything to the contrary contained in these Rules or in the Association's Charter or By-Laws or in a Member's Certificate of Entry into the Association, there shall be no cover for any liability, cost

Section 1 (continued)

or expense to the extent that such liability, cost or expense is not recoverable from the Association's reinsurers (such term to include, but not be limited to, any association party to the Pooling Agreement, or any reinsurer subscribing to the Group Excess Loss Contract, or any other of the Association's reinsurers whatsoever) by reason of the fact that the provision of cover, the payment of any claim or the provision of any benefit in respect of such liability, cost and expense would expose the said reinsurer to any economic, financial or trade sanctions administered by any State, or international or supranational organization having jurisdiction over the said reinsurer.

Section 2 LOSSES EXCLUDED

Save to the extent as may be expressly agreed in writing between a Member and the Managers, and notwithstanding anything to the contrary contained in these Rules of Class I, there shall be no right of recovery from the Association in respect of any loss, damage or expense a Member may have sustained, directly or indirectly, by reason of:

Hull Damage etc. to the Insured Vessel

- 1 Loss of, or damage to, the insured vessel or any part thereof.
- 2 Loss of, or damage to, any equipment on board the insured vessel or to any containers, lashings, stores or fuel thereon, to the extent that the same are owned or leased by a Member or by any party associated with or under the same management as the Member.
- 3 The cost of repairs to the insured vessel or any charges or expenses in connection therewith.

Cancellation of Contracts, Loss of Hire etc.

- 4 Cancellation or breach of any charter or contract, detention of an insured vessel, bad debts, insolvency, fraud of agents, loss of freight, passage money, hire, demurrage or any other loss of revenue incurred by a Member in respect of any vessel insured by the Member;

Provided always that where any loss of hire or freight forms part of a claim in respect of cargo covered under Rule 2.8 or is, with the consent of the Managers, included in the settlement of such a claim, such loss of hire or freight may be recoverable from the Association notwithstanding the terms of this Rule 3.2.4.

Sums Insurable Under Hull Policies

- 5 Any loss, damage, sacrifice or expense of a type, character or kind which would be fully payable without deductible under the terms of a policy written on the American Institute Hull Clauses (June 2, 1977) Form and a policy written on the American Institute Increased Value and Excess

Section 2 (continued)

Liabilities Clauses (November 3, 1977) Form, or other equally wide form of insurance, whether or not the insured vessel is fully covered under such policies by insurance and excess insurance sufficient in amount to pay in full and without limit all such loss, damage, sacrifice or expense.

Towage by an Insured Vessel

- 6 Loss of or damage to, or wreck removal of, a vessel or other floating structure towed by an insured vessel or the cargo or other property on such tow (together with costs and expenses associated therewith), save insofar as either:
- the towage or attempt thereat is made for the purpose of saving or attempting to save life or property at sea; or
 - the insured vessel is towing under a contract, or in other circumstances, approved by the Managers, and provided always that this exclusion shall not apply to claims covered under Rule 2.1.

Towage of an Insured Vessel

- 7 Liabilities, costs and expenses incurred under or pursuant to the terms of a contract for the towage of an insured vessel other than
- i a contract entered into for the purpose of entering or leaving port, or maneuvering within the port, during the ordinary course of trading; or
 - ii a contract entered into in the ordinary course of trading of the insured vessel, being a vessel which is habitually towed from port to port or from place to place provided always that
 - a such liabilities, costs and expenses shall only be recoverable to the extent that a Member is not insured against such liabilities, costs and expenses under the hull policies on the insured vessel; and
 - b the insured vessel has been insured with the Association on such basis; or
 - iii towage under Lloyd's Open Form of Salvage Agreement (1980, 1990 or 1995, whether or not incorporating SCOPIC) or any other form of salvage contract approved by the Managers; or
 - iv a contract incorporating a term to the effect that the Member and the owner of the towing vessel shall each be responsible for any loss or damage to his own vessel, and for loss of life or personal injury on his own vessel, without any recourse whatsoever against the other.

Contracts and Indemnities

- 8 Liabilities, costs and expenses which would not have arisen but for the terms of a contract or indemnity entered into by a Member, unless those terms have been expressly approved in writing by the Managers.

Section 2 (continued)

Specialist Operations

- 9 Any liabilities, costs and expenses incurred by the Member during the course of performing specialist operations including but not limited to dredging, blasting, pile-driving, well stimulation, cable or pipe-laying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spill response or professional oil spill response training (but excluding firefighting), to the extent that such liabilities, costs and expenses arise as a consequence of:
- a claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the operations; or
 - b the failure to perform such specialist operations by the Member 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
 - c any loss or damage to the contract work.

Provided that this subsection 9 shall not apply to liabilities, costs and expenses incurred by the Member in respect of:

- loss of life, injury or illness of crew and other personnel on board the insured vessel; or
- the wreck removal of the insured vessel; or
- oil pollution emanating from the insured vessel;

but only to the extent that such liabilities are covered under Sections 1 through 20 of Rule 2 of these Rules.

Willful Misconduct

- 10 Claims arising in circumstances where there has been willful misconduct on the part of the Member, defined as an act intentionally done, or a deliberate omission, by the Member with knowledge that the performance or omission will probably result in injury, or an act done or omitted in such a way as to allow an inference of a reckless disregard of the probable consequences.

Drilling and/or Production Operations

- 11 Liabilities, costs and expenses incurred in respect of a drilling vessel or barge or any other vessel or barge employed to carry out drilling or production operations in connection with oil or gas exploration or production, including any accommodation unit moored or positioned on site as an integral part of any such operations, to the extent that such liabilities, costs or expenses arise out of or during drilling or production operations.

Section 2 (continued)

Waste Disposal and Sub-Sea Activities

- 12** Liabilities, costs and expenses incurred by a Member in connection with any claim brought against such Member arising out of waste incineration or disposal operations carried out by the insured vessel (other than any such operations carried out as an incidental part of other commercial activities) or the operation by the Member of submarines, mini-submarines or diving bells or the activities of professional or commercial divers where the Member is responsible for such activities.

Refugees

- 13** Consequential loss of profit or depreciation arising from the rescue of refugees.

Salvage of an Insured Vessel

- 14** Salvage of an insured vessel or services in the nature of salvage provided to an insured vessel and any costs and expenses in connection therewith other than such liabilities, costs or expenses as may arise by reason of life salvage, or costs and expenses under any of the following:

Article 14 of the International Convention on Salvage 1989; or

Article 14 of the International Convention on Salvage 1989 as incorporated into Lloyd's Open Form of Salvage Agreement (1980, 1990 or 1995) or into any other salvage contract approved by the Managers; or

cargo's contribution to general average payable by the Member solely by reason of a breach of the contract of carriage.

Salvage by an Insured Vessel

- 15** Liabilities, costs and expenses arising out of salvage operations conducted by an insured vessel or provided by the Member, other than
- a** liabilities, costs and expenses arising out of salvage operations conducted by an insured vessel for the purpose of saving or attempting to save life at sea; and
 - b** liabilities, costs and expenses incurred by the Member (being a professional salvor) which are covered by a special agreement between the Member and the Association.

Non-Marine Personnel

- 16** Liabilities, costs and expenses incurred by a Member in respect of any of the following:
- i** personnel (other than seamen) on board the insured vessel (being an accommodation vessel) employed otherwise than by the Member where there has not been a contractual allocation of risks as between

the Member and the employer of the personnel which has previously been approved by the Managers in writing;

- ii** hotel and restaurant guests and other visitors and catering staff of the insured vessel when the insured vessel is moored (otherwise than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.

Heavy Lifts

- 17** Loss of or damage to, or wreck removal of, cargo carried on a semi-submersible heavy lift vessel or any other vessel designed exclusively for the carriage of heavy lift cargo, save to the extent that such cargo is being carried under the terms of a contract on Heavycon terms or any other terms previously approved by the Managers in writing.

CERCLA-type Liabilities

- 18** Unless the Directors shall otherwise determine, there is no cover in respect of any liability for loss, damage, costs and expenses arising as a consequence of the discharge or escape, or the threat of discharge or escape, of any hazardous waste (previously carried on an insured vessel) from any land-based dump, storage or disposal facility.

Paperless Trading

- 19** Any liabilities, costs or expenses whatsoever or howsoever arising, whether directly or indirectly, out of or in consequence of:
- i** a Member's participation in or use of any system or contractual arrangement the predominant purpose of which is to replace paper-based documentation in shipping and/or international trade with electronic messages, including, without limitation, the Bolero system (any such system or arrangement being referred to in this Rule 3.2.19 as a "paperless system"), or
 - ii** a document which is created or transmitted under a paperless system which document contains or evidences a contract of carriage, or
 - iii** the carriage of goods pursuant to such a contract of carriage,

save to the extent that the Managers in their sole discretion shall determine that such liability, cost or expense would have arisen and would have been covered by the Association if the Member had not participated in or used a paperless system and any contract of carriage had been contained in or evidenced by a paper document.

For the purpose of this Rule 3.2.19 a "document" shall mean anything in which information of any description is recorded, including, but not limited to, computer or other electronically generated information.

ASSOCIATION FUNDING: PREMIUM AND CALLS**Mutual and Fixed Premium Insurance**

- 1 Every Certificate of Entry issued to a Member of the Association shall clearly state whether or not the insurance is mutual or fixed premium insurance. Certificates of Entry evidencing mutual insurance shall contain a clear statement of the liability of the Member for the payment of his proportionate share of any deficiency as provided by law within the limit provided by the contract of insurance, and shall further state that any premiums and calls shall be for the exclusive benefit of Members who are subject to such a contingent liability. Members who are insured on mutual premium terms shall not be liable to make contribution in an amount greater in proportion to the total deficiency than the ratio that the deficiency attributable to mutual premium business bears to the total deficiency. All Certificates of Entry evidencing fixed premium insurance shall provide that Members insured on such terms shall not be liable for deficiencies in the funding of the Association, and such Members shall not be liable to make contribution to such deficiencies in the funding of the Association.
- 2 The Managers may on behalf of the Association issue Certificates of Entry evidencing mutual insurance which, save insofar as claims in respect of oil pollution are concerned, do not contain an express monetary limit on the Association's liability for the payment of claims covered by virtue of these Rules. Notwithstanding this, however, the liability of the Association in respect of the insurance of such claims shall be subject always to the provisions of Rule 4.15 herein and the limits on collectability of overspill claims as defined therein.
- 3 Certificates of Entry issued by the Managers on behalf of the Association evidencing fixed premium insurance shall in all cases contain an express monetary limit on the Association's liability for the payment of claims covered by virtue of these Rules.
- 4 For the purposes of adjusting mutual premium in relation to any surpluses or deficiencies to the Association's funding, the business of the Association shall be divided into policy years which shall have the meaning ascribed to them in Rule 1.2 above.

Treatment of Mutual Premium in Relation to Policy Year Results

- 5 From time to time when the Managers shall determine that it is practicable to estimate with a reasonable degree of certainty the minimum, probable or final surplus or deficiency resulting from all of the Association's insurances in effect during any policy year, the Managers shall place before

the Directors a statement of such financial results. After receipt of any such statement, the Directors from time to time may:

- i fix and determine an amount to be declared and paid as an interim or final return of mutual premium, after retaining such sums as they may deem necessary to meet outstanding obligations or for the maintenance of reserves and surplus of the Association; or
 - ii order an interim or final levy of supplementary premium to be made against Members insured on mutual premium terms, fix the due date or payment of such a levy, and otherwise provide for the collection thereof.
- 6 If at any time or times after any policy year has been closed, any additional costs or expenses attributable to such policy year(s) are incurred by the Association, the Directors may in their absolute discretion decide to fund such costs or expenses:
 - i by transferring funds from the reserves of the Association; and/or
 - ii by levying interim or final supplementary premium in respect to any open policy year(s).
 - 7 Any return of mutual premium or any supplementary premium levied shall be based solely on such surplus or such deficiency, respectively, resulting from the mutual premium business for the policy year in question. All returns declared and all supplementary premiums levied shall be distributed or spread in the ratio that the net premium paid by a Member bears to the net premiums paid by all Members insured on mutual premium terms for the policy year. The term "net premium" as used in this Rule 4.7 shall mean the total premium paid less layup, cancellation or other returns of premium. In any case, however, all actions of the Directors in respect of returns of premium or levies of supplementary premium shall conform with the law and with the Charter and By-Laws of the Association.
- Premium to Release**
- 8 Upon or at any time after the cesser or termination of the insurance of an insured vessel for any reason, or at any other time as may have been expressly agreed between a Member and the Managers, the Managers, on behalf of the Association, may calculate and charge premium to release a Member from liability for further contribution to mutual premium in respect of such vessel at a percentage of the then estimated total premium for any policy year which has not at that time been declared closed for the levy of mutual premium in accordance with Rule 4.17 and 18 below. The said percentage shall be as from time to time determined by

the Directors in their absolute discretion.

- 9 The amount of such premium to release shall be payable by a Member on demand without setoff, and payment thereof will not affect a Member's liability for overspill calls as set out in Rule 4.16 herein. Provided always, however, that the Association may accept in lieu of payment of such premium to release a guarantee given or confirmed by a bank acceptable to the Managers for the Member's future liability for mutual premium and overspill calls.
- 10 Once paid, premiums to release shall not in any circumstances be returnable, notwithstanding any subsequent reduction in the amounts chargeable for the policy years concerned; nor shall a Member have any right to share in any returns of mutual premium for any such policy year in respect of a vessel for which premium to release has been paid or is payable, but payment of premium to release shall discharge a Member from any future liability for that mutual premium in lieu of which such premium to release has been charged.

Interest on premium and other sums due to the Association

- 11 Notwithstanding any provisions contained herein to the contrary, interest at the rate of 1% per month shall be payable on any premium or other sums due to the Association as from the due date of payment of such premium or other sums or from such later date as may be specified by the Managers.

Returns of Premium Consequent Upon Lay-up

- 12 Subject to any special terms and conditions which may have been expressly agreed between a Member and the Managers, if an insured vessel shall be without cargo on board and so remain in any safe port for a period of 45 or more consecutive days after finally mooring there (such period being computed from the day of arrival to the day of departure, excluding the day of arrival and the day of departure), a Member is to be allowed a return of premium calculated at a rate of eighty per cent (80%) of the total net premium payable for such vessel.

Provided always that:

- i An insured vessel shall not be treated as laid up if she has either seamen (other than for maintenance or security) or cargo on board, except that the Managers in their absolute discretion may agree to a reduced allowance if there are additional seamen on board;
- ii The Managers shall have absolute discretion in deciding whether the port involved or the place of the vessel's layup is a safe port within the meaning of this Rule, and/or to determine how many seamen

may be required for such maintenance or security within the meaning of this Rule 4.12;

- iii No return of premium shall be made under this Rule unless the Member shall submit his notice in writing to and submits his claim for the layup return, along with supporting documentation acceptable to the Managers of such layup, to the Managers not later than 60 days after the end of the policy year. If the lay-up period continues into a new policy year, written notice shall be given to the Association within 30 days of the start of the new policy year;
- iv The percentage of premium returnable shall be calculated upon the net premium only, i.e. premium payable excluding overspill calls, less such allowance for reinsurance, administrative expenses and other outgoings as the Managers in their absolute discretion may from time to time determine;
- v This Rule 4.12 shall not apply to overspill calls.

Member's Obligation to the Association

- 13 The liability of a Member to pay supplementary premium is an obligation to the Association and not to any other Members.

Set-off

- 14 The Association shall be entitled to set off any amount due from a Member against any amount due to such Member from the Association.

Contingency Fund

- 15 During any policy year, or thereafter, the Directors may, from time to time, set aside as an expense of the Association for that year such sum or sums as they may consider necessary or proper to be added to a contingency fund of the Association.

Overspill Claims / Calls

16 Interpretation

- 1.1 In this Section 16 the following words and expressions shall have the following meanings:

CONVENTION LIMIT: in respect of a vessel, the limit of liability of the shipowner of that vessel for claims (other than claims for loss of life or personal injury) at the Overspill Claim Date, calculated in accordance with Rule 6 Section 1(b) of the International Convention on Limitation of Liability for Maritime Claims 1976 (the "Convention") and converted from Special Drawing Rights into United States Dollars at the rate of exchange conclusively certified by the Association as being the rate

which prevailed on the Overspill Claim Date, provided that:

- a where a vessel is entered for a proportion (the “relevant proportion”) of its tonnage only, the Convention Limit shall be the relevant proportion of the limit calculated and converted as aforesaid; and
- b each vessel shall be deemed to be a seagoing ship to which the Convention applies, notwithstanding any provision in the Convention to the contrary.

GROUP REINSURANCE LIMIT: the amount of the smallest claim (other than any claim arising in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement which would exhaust the largest limit for any type of claim (other than a claim arising in respect of oil pollution) from time to time imposed in the International Group Excess Loss Contract.

OVERSPILL CALL: a call levied by the Association pursuant to this Section 16 for the purpose of providing funds to pay part of an Overspill Claim.

OVERSPILL CLAIM: that part (if any) of a claim (other than a claim arising in respect of oil pollution) incurred by the Association or by any other party to the Pooling Agreement under the terms of entry of a vessel which exceeds or may exceed the Group Reinsurance Limit.

OVERSPILL CLAIM DATE: in relation to any Overspill Call, the time and date on which there occurred the incident or occurrence giving rise to the Overspill Claim in respect of which the Overspill Call is made or, if the Policy Year in which such incident or occurrence has been closed in accordance with the provisions of this Rule, noon GMT on August 20 of the Policy Year in respect of which the Association makes a declaration under this Section 16.

- 1.2 All claims (other than claims arising in respect of oil pollution) incurred by the Association or by any other party to the International Group Pooling Agreement (“the Pooling Agreement”) under the entry of any one vessel arising from any one incident or occurrence including any claim in respect of liability for the removal or non-removal of any wreck shall be treated for the purposes of this Section 16 as if they were one claim.
- 1.3 Any reference to a claim incurred by the Association or by any other party to the Pooling Agreement shall be deemed to include the costs and expenses associated therewith.

Recoverability of Overspill Claims

- 2.1 Without prejudice to any other applicable limit, any Overspill Claim incurred by the Association shall not be recoverable from the Association in excess of the aggregate of:
 - a that part of the Overspill Claim which is eligible for pooling under the Pooling Agreement but which, under the terms of the Pooling Agreement, is to be borne by the Association; and
 - b the maximum amount that the Association is able to recover from the other parties to the Pooling Agreement as their contributions to the Overspill Claim.
- 2.2 The aggregate amount referred to in 2.1 above shall be reduced to the extent that the Association can evidence:
 - a that costs have been properly incurred by it in collecting or seeking to collect:
 - i Overspill Calls levied to provide funds to pay that part of the Overspill Claim referred to in 2.1 section (a); or
 - ii the amount referred to in 2.1 section (b),
 - b that it is unable to collect an amount equal to that part of the Overspill Claim referred to in 2.1 section (a) which it has intended to pay out of the levy of Overspill Calls because any Overspill Calls so levied, or parts thereof, are not economically recoverable, provided that if, due to a change in circumstances, such amounts subsequently become economically recoverable, the aggregate amount referred to in 2.1 shall be reinstated to that extent.
- 2.3 In evidencing the matters referred to in 2.2 section (b) the Association shall be required to show that:
 - a it has levied Overspill Calls on all Members entered in the Association on the Overspill Claim Date in accordance with and in respect of the Overspill Claim referred to in 2.1 in maximum amounts permitted in accordance with this Rule; and
 - b it has levied those Overspill Calls in a timely manner, has not released or otherwise waived a Member's obligation to pay those Calls, and has taken all reasonable steps to recover those Calls.

Payment of Overspill Claims

- 3.1 The funds required to pay any Overspill Claim incurred by the Association shall be provided:
 - a from such sums as the Association is able to recover from the other parties to the Pooling Agreement as their contributions to

the Overspill Claim, and

- b from such sums as the Association is able to recover from any special insurance which may, in the discretion of the Association, have been effected to protect the Association against the risk of payments of Overspill Claims, and
 - c from such proportion as the Association in its discretion determines of any sums standing to the credit of such Overspill reserves as the Association may in its discretion have established, and
 - d by levying one or more Overspill Calls in accordance with this Section 15, irrespective of whether the Association has sought to recover or has recovered all or any of the sums referred to in 3.1 section (b) but provided the Association shall first have made a determination in accordance with 3.1 section (c), and
 - e from any interest accruing to the Association on any funds provided as aforesaid.
- 3.2 The funds required to pay such proportion of any overspill claim incurred by any other party to the Pooling Agreement which the Association is liable to contribute under the terms of the Pooling Agreement shall be provided in the manner specified in 3.1 sections (b)(e).
- 3.3 To the extent that the Association intends to provide funds required to pay any Overspill Claim incurred by it in the manner specified in 3.1 section (d), the Association shall only be required to pay such Overspill Claim as and when such funds are received by it, provided that it can show from time to time that, in seeking to collect funds, it has taken the steps referred to in 2.3 sections (a) and (b).

Overspill Claims – Expert Determinations

- 4.1 Any of the issues referred to in 4.2 on which the Association and the Member cannot agree shall be referred to a panel (the “Panel”) constituted in accordance with arrangements established in the Pooling Agreement which, acting as a body of experts and not as an arbitration tribunal, shall determine the issue.
- 4.2 This Section 16 shall apply to any issue of whether, for the purpose of applying any of 2.2, 2.3 and 3.3 in relation to any Overspill Claim (“the relevant Overspill Claim”):
- a costs have been properly incurred in collecting or seeking to collect Overspill Calls; or
 - b any Overspill Call or part thereof is economically recoverable; or

- c in seeking to collect the funds referred to in 3.3, the Association has taken the steps referred to in that section.
- 4.3 If the Panel has not been constituted at a time when a Member wishes to refer an issue to it, the Association shall, on request by the Member, give a direction for the constitution of the Panel as required under the Pooling Agreement.
- 4.4 The Association may (and, on the direction of the Member, shall) give such direction as is required under the Pooling Agreement for the formal instruction of the Panel to investigate any issue and to give its determination as soon as reasonably practicable.
- 4.5 The Panel shall in its discretion decide what information, documents, evidence and submissions it requires in order to determine an issue and how to obtain these, and the Association and the Member shall cooperate fully with the Panel.
- 4.6 In determining any issue referred to it under this Rule the Panel shall endeavor to follow the same procedures as it follows in determining issues arising in respect of the relevant Overspill Claim which are referred to it under the Pooling Agreement.
- 4.7 In determining an issue the members of the Panel:
- a shall rely on their own knowledge and expertise, and
 - b may rely on any information, documents, evidence or submission provided to it by the Association or the Member as the Panel sees fit.
- 4.8 If the three members of the Panel cannot agree on any matter, the view of the majority shall prevail.
- 4.9 The Panel shall not be required to give reasons for any determination.
- 4.10 The Panel’s determination shall be final and binding upon the Association and the Member (subject only to 4.11) and there shall be no right of appeal from such determination.
- 4.11 If the Panel makes a decision on an issue referred to in 4.2 sections (b) or (c) the Association or the Member may refer the issue back to the Panel notwithstanding Clause 4.10, if it considers that the position has materially changed since the Panel made its determination.
- 4.12 The costs of the Panel shall be paid by the Association.
- 4.13 Costs, indemnities and other sums payable to the Panel by the Association in relation to any Overspill Claim, whether the reference to the Panel has been made under this Section 16 or under the Pooling Agreement, shall be deemed to be costs properly incurred by the Association in respect

of that Overspill Claim for the purposes specified in 2.2 section (a).

Levying of Overspill Calls

5.1 If:

- a** the Association shall at any time determine that funds are or may in the future be required to pay part of an Overspill Claim (whether incurred by the Association or by any other party to the Pooling Agreement), and
- b** the Association shall have made a declaration under 6.1 or 6.3 that a Policy Year shall remain open for the purpose of levying an Overspill Call or Calls in respect of that Overspill Claim, the Association in its discretion, at any time or times after such declaration has been made, may levy one or more Overspill Calls in respect of that Overspill Claim in accordance with 5.2.

5.2 The Association shall levy any such Overspill Call:

- a** on all Members entered in the Association on the Overspill Claim Date in respect of vessels entered by them at the time, notwithstanding the fact that, if the Overspill Claim Date shall be in a Policy Year in respect of which the Association has made a declaration under 6.3, any such vessel may not have been entered in the Association at the time the relevant incident or occurrence occurred, and
- b** at such percentage of the Convention Limit of each such vessel as the Association in its discretion shall decide.

5.3 An Overspill Call shall not be levied in respect of any vessel entered on the Overspill Claim Date with an overall limit of cover equal to or less than the Group Reinsurance Limit.

5.4 The Association shall not levy on any Member in respect of the entry of any one vessel an Overspill Call or Calls in respect of any one Overspill Claim exceeding in the aggregate two and one-half percent of the Convention Limit of that vessel.

5.5 If at any time after the levying of any Overspill Call upon the Members entered in the Association in any Policy Year, it shall appear to the Association that the whole of such Overspill Call is unlikely to be required to meet the Overspill Claim in respect of which such Overspill Call was levied, the Association may decide to dispose of any excess which in the opinion of the Association is not so required by returning the excess or any part thereof to those Members who have paid that Overspill Call in proportion to the payments made by them.

Closing of Policy Years for Overspill Calls

- 6.1** If at any time prior to the expiry of a period of thirty-six months from the commencement of a Policy Year (the “relevant Policy Year”), any of the parties to the Pooling Agreement sends a notice (an “Overspill Notice”) in accordance with the Pooling Agreement that an incident or occurrence has occurred in the relevant Policy Year which has given or at any time may give rise to an Overspill Claim, the Association shall as soon as practicable declare that the relevant Policy Year shall remain open for the purpose of levying an Overspill Call or Calls in respect of that claim and the relevant Policy Year shall not be closed for the purpose of making an Overspill Call or Calls in respect of that claim until such date as the Association shall determine.
- 6.2** If at the expiry of the period of thirty-six months provided for in 6.1, no Overspill Notice as therein provided for has been sent, the relevant Policy Year shall be closed automatically for the purpose of levying Overspill Calls only, whether or not closed for any other purposes, such closure to have effect from the date falling thirty-six months after the commencement of the relevant Policy Year.
- 6.3** If at any time after the Policy Year has been closed in accordance with the provisions of 6.1 and 6.2, it appears to the Association that an incident or occurrence which occurred during such closed Policy Year may then or any time in the future give rise to an Overspill Claim, the Association shall as soon as practicable declare that the earliest subsequent open Policy Year (not being a Policy Year in respect of which the Association has already made a declaration in accordance with 6.1 and 6.2) shall remain open for the purpose of levying an Overspill Call or Calls in respect of that claim and such open Policy Year shall not be closed for the purpose of making an Overspill Call or Calls in respect of that claim until such date as the Association shall determine.
- 6.4** A Policy Year shall not be closed for the purpose of levying Overspill Calls save in accordance with this Section 16.

Security for Overspill Calls on termination or cesser

7.1 If :

- a** the Association makes a declaration in accordance with 6.1 or 6.3 that a Policy Year shall remain open for the purpose of levying an Overspill Call or Calls; and
- b** any Member who is liable to pay such Overspill Call or Calls as may be levied by the Association in accordance with this Section

Section 1 (continued)

16 ceases or has ceased to be insured by the Association for any reason, or the Association determines that the insurance of any such Member may cease the Association may require such Member to provide to the Association by such date as the Association may determine (the “due date”) a guarantee or other security in respect of the Member’s estimated future liability for such Overspill Call or Calls, such guarantee or other security to be in the form and amount (the “guarantee amount”) and upon such terms as the Association in its discretion may deem to be appropriate in the circumstances.

7.2 Unless and until such guarantee or other security as is required by the Association has been provided by the Member, the Member shall not be entitled to recover from the Association any claims whatsoever and whensoever arising in respect of any and all vessels entered in the Association for any Policy Year by him or on his behalf.

7.3 If such guarantee or other security is not provided by the Member to the Association by the due date, a sum equal to the guarantee amount shall be due and payable by the Member to the Association on the due date, and shall be retained by the Association as a security deposit on such terms as the Association in its discretion may deem to be appropriate in the circumstances.

7.4 The provision of a guarantee amount or other security as required by the Association (including a payment in accordance with 7.3) shall in no way restrict or limit the Member’s liability to pay such Overspill Call or Calls as may be levied by the Association in accordance with this Rule.

Closing of Policy Years

17 Subject always to the provisions of Rule 4.16 above, with effect from such date as the Directors in their absolute discretion may determine after the end of each policy year, but no sooner than thirty-six months from its commencement, they may declare that policy year closed for the purpose of levying mutual premium, after which no further mutual premium or premium to release shall be levied in respect thereof.

18 The Directors may declare any policy year closed for the purpose of levying mutual premium or premium to release notwithstanding that it is known or anticipated that there are in existence, or may in the future arise, legal costs, charges or disbursements recoverable in respect of such policy year which have not yet accrued or the validity, extent or amount of which have yet to be established.

- Section 1**
- 1** Unless otherwise agreed by the Managers in writing, any insurance in respect of a Member’s interest in an insured vessel shall cease upon the happening of whichever shall be the earliest of the following events:
 - a** the Member parting with or assigning his interest in the vessel whether by bill of sale or other formal document or in any other way whatsoever, the Association to allow a pro-rata daily return of premium for the unexpired term of the insurance with respect to said vessel;
 - b** the vessel becoming an actual total loss, or being accepted by the hull underwriters as an actual or constructive total loss, or where there is a compromise reached with hull underwriters that the vessel shall be considered to be an actual or constructive total loss;
 - c** a decision by the Managers that the vessel is to be considered or deemed to be an actual or constructive total loss;
 - d** in the case of an alleged constructive total loss of the vessel, the acceptance by hull underwriters of notice of abandonment, the tendering of which must be immediately notified to the Managers in writing;
 - e** the vessel being missing for ten days from the date it was last heard from, or from its being listed at Lloyd’s as missing, whichever shall be the earlier;
 - f** a Member being in breach of any of the conditions set out in Rule 1.4.14 above and as provided for thereunder
 - g** an insured vessel having failed to pass survey in accordance with the provisions of Rule 1.4.41 to 45 inclusive and as provided for thereunder.
 - 2** Should the Member fail to pay, either in whole or in part, any amount due from the Member to the Association (including any amount for which the Member may be jointly and severally liable to the Association) or any amount which the Managers shall have instructed the Member to pay to another party, the Managers may give the Member notice in writing requiring the Member to pay such amount by any date specified in such notice, not being less than five days from the date on which such notice is given. In the event that the Member fails to make payment in full on or before the date so specified, the insurance of the Member (whether or not such insurance may already have ceased for any other reason) in respect of

any and all vessels insured for account or on behalf of the Member shall be terminated immediately without further notice or other formality.

In the event that a Member's insurance is terminated by reason of the foregoing, the time of the occurrence of which being hereinafter referred to as "the date of termination", the following consequences shall ensue:

- a** The Association shall in all cases have power in accordance with Rule 4.8 to 10 inclusive to charge premium to release in regard to any and all vessels insured for account or on behalf of the Member, notwithstanding the payment of which (or the establishment of bank guarantees or other security in lieu thereof), the Member shall be and remain liable for Overspill Calls in accordance with Rule 4.15 as well as for all premiums, calls, contributions and any other amount due from the Member to the Association;
- b** The Association shall with effect from the date of termination cease to be liable for any claims of whatsoever nature and howsoever arising under these Rules in respect of any and all vessels in relation to which the insurance of the Member has been terminated, irrespective of whether:
 - i** such claims have arisen by reason of any event which has occurred at any time prior to the date of termination, including during previous years;
 - ii** such claims arise by reason of any event occurring after the date of termination;
 - iii** the Association may have admitted liability for or appointed attorneys, surveyors or any other person to deal with such claims; or
 - iv** the Managers at the date of or prior to the date of termination knew that such claims might or would arise;

and as from the date of termination any liability of the Association for such claims shall cease retroactively and the Association shall be under no liability to the Member for any such claims or on any account whatsoever;

PROVIDED ALWAYS that:

The Managers may in their absolute discretion and upon such terms as it thinks fit, including but not limited to terms as to payment of contributions, premiums or other sums, admit either in whole or in part any claim in respect of a vessel insured by the Member for which the Association is under no liability by virtue of this Rule, whether such claim has arisen before or arises after the date of termination as the case may be, or

forgive wholly or partly any payment of contribution, premiums or other sums due to the Association.

- 3** Should the Member or any affiliated company become insolvent or bankrupt or assign its property for the benefit of creditors or suffer the appointment of a receiver for its property or any part thereof or the institution of dissolution proceedings by or against it, the Association shall not be liable for any claims whatsoever under this insurance unless, within sixty days from the date of the occurrence of such insolvency, bankruptcy, assignment, receivership or dissolution proceedings, there are paid to the Association by or on behalf of the Member all premiums and/or assessments due, and the payment of any premiums to become due and all possible assessments is unconditionally guaranteed by a responsible surety, and unless the Member shall have paid the loss, damage or expense for which it is claiming out of monies belonging to it absolutely and not by way of loan or otherwise.
- 4** In the event that Sections 182 to 189, both inclusive, of U.S. Code, Title 46, or any other existing law or laws determining or limiting liability of shipowners and carriers, or any of them, shall, while this policy is in force, be modified, amended or repealed, or the liabilities of shipowners or carriers be increased in any respect by legislative enactment, the Association shall have the right to cancel said insurance upon giving thirty days written notice of its intention so to do, and in the event of such cancellation, make a return of premium upon a pro-rata daily basis.
- 5** Any contract of insurance in respect of a Member's interest in an insured vessel may be terminated:
 - by the Member only as of Noon GMT on February 20th of any year with not less than thirty days' prior written notice to the Association; and
 - by the Association at any time with not less than thirty days' prior written notice to the Member.

RULES

CLASS

II

FREIGHT, DEMURRAGE AND
DEFENSE INSURANCE

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CLASS
IIFREIGHT, DEMURRAGE
AND DEFENSE INSURANCERULE
1INTRODUCTORY: INTERPRETATION: MEMBERSHIP:
GENERAL PROVISIONS

Section 1 INTRODUCTORY PROVISIONS

- 1 Each and every provision of the By-Laws of the Association and of these Rules of Class II are applicable to all Freight, Demurrage and Defense insurances of the Association. However, without prejudice to the generality of these provisions so far as they apply to this Class II, they shall only apply to Freight, Demurrage and Defense insurances contracted under Class III to the extent that they have been expressly incorporated therein.
- 2 The standard Freight, Demurrage and Defense cover afforded by the Association to a Member who has insured his vessel with the Association is set out in Rule 2 below.
- 3 The cover set out in Rule 2 may be excluded, limited, modified or otherwise varied by any special terms expressly agreed in writing between a Member and the Managers.
- 4 A Member is only insured against costs and expenses incurred by him which arise:
 - i out of events occurring during the period of the policy year when his vessel is insured with the Association;
PROVIDED that:
 - a as to claims and disputes arising under contract (other than those specified in Rule 1.1.4.i.b below), in tort or under statute, such claims and disputes will be deemed to have arisen at the date when the cause of action accrued;
 - b as to claims and disputes concerning salvage, or in respect of towage services, such claims and disputes will be deemed to have arisen at the date when the relevant services were commenced; and
 - ii in respect of the Member's interest in the insured vessel ; and
 - iii in connection with the building, sale, purchase or operation of the insured vessel by or on behalf of the Member.

Section 1 (continued)

- 5 Subject to the provisions of Rule 1.1.6 below, a Member who has insured his vessel with the Association for insurance against any or all of the aforesaid risks is obligated to pay premium to the Association in accordance with Rule 4 of the Rules of Class I, such insurance being hereinafter referred to as mutual insurance and premium payable by reason thereof mutual premium.
- 6 Notwithstanding the provisions of Rule 1.1.5 above, a Member may be insured on special terms to the effect that he is liable to pay fixed premium to the Association, such insurance being hereinafter referred to as fixed insurance, and premium payable by reason thereof fixed premium, but only where this has been expressly agreed in writing between the Member and the Managers.
- 7 The insurance provided by these Rules is solely for the benefit of a Member, Joint Member, Co-assured, Affiliate or such other parties as set out and defined in Rule 1.3 of Class I and to the extent incorporated herein.
- 8 A deductible or deductibles may apply to insurances as provided for in this Class II.
- 9 A limit of the Association's liability to pay claims may apply to insurances as provided for in this Class II.

Section 2 INTERPRETATION

To the extent that their meanings are consistent with the subject and context of these Rules of Class II, the words and expressions set out in Rule 1.2 of Class I shall have the same meanings in these Rules of Class II.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine and neuter genders.

Words importing persons shall include individuals, partnerships, corporations, associations, joint ventures and any other business entities.

Section 3 MEMBERS, JOINT MEMBERS, AFFILIATES AND CO-ASSURED

The terms of Rule 1.3 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class II, shall be deemed to be incorporated in and form an integral part of these Rules of Class II except that any reference in the terms of Rule 1.3 of Class I as incorporated hereunder to Protection and Indemnity insurance shall be deemed to be a reference to the Freight, Demurrage and Defense cover afforded under these Rules of Class II.

Section 4 GENERAL INSURANCE PROVISIONS

- 1 The terms of Rule 1.4 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class II, shall be deemed to be incorporated in and form an integral part of these Rules of Class II except that any reference in the terms of Rule 1.4 of Class I as incorporated hereunder to Protection and Indemnity insurance shall be deemed to be a reference to the Freight, Demurrage and Defense cover afforded under these Rules of Class II.
- 2 Provided further that any vessel insured under the terms of these Rules of Class II shall be deemed to be fully insured under the terms of the Rules of Class I and a Member shall not be entitled to recover any costs and expenses under the terms of these Rules of Class II which would have been recoverable under the terms of the Rules of Class I had the vessel been so insured.

Special Conditions in Regard to Claims Under Class II

- 3 Notwithstanding the generality of the foregoing, the following additional special conditions shall apply to claims arising under this Class II cover.
- 4 Whenever a request has been made or may be made by a Member for the support of the Association in any proceedings or for legal or other advice in connection with matters covered by these Rules, the Managers may at any time appoint and employ on behalf of the Member, upon such terms as the Managers think fit, lawyers or other persons with a view to supplying services to the Member by investigating, advising upon or otherwise dealing with such matters and/or taking, continuing or defending proceedings or acting for or representing the Member therein; furthermore, the Managers may thereafter at any time in their discretion discontinue such employment.
- 5 In the exercise of their discretion whether or not to lend the Association's support as provided for in Rule 1.4.4 above, the Managers may, but shall not be obligated to, take the following matters into account in addressing the appropriateness and/or prospects for success of pursuing or defending any claim and/or proceedings and/or resolving any dispute:
 - i the applicable law and jurisdiction.
 - ii the value of the claim or sum in issue or the significance of the dispute.
 - iii the level of the legal costs and expenses likely to be incurred.
 - iv the legal merit of the Member's position.
 - v any alternative means for pursuing or defending the claim or resolving the dispute.

Section 4 (continued)

- vi the prospect of enforcement of any claim by or against the Member.
 - vii the conduct of the Member.
 - viii the importance of any issues that arise to the shipping community generally.
- 6 All lawyers, surveyors and other persons appointed by the Managers on behalf of the Member or appointed by the Member with the prior consent of the Managers to supply services to the Member shall be and be deemed to be appointed and employed on the terms that they have been instructed by the Member at all times (both while so acting and after they have ceased so to act) to give advice and to report to the Managers in connection with the matter without prior reference to the Member and to produce to the Managers without prior reference to the Member any documents or information in their possession or power relating to such matter, all as if such person had been appointed to act and had at all times been acting on behalf of the Association.

PROVIDED THAT:

Where a Member employs, without the prior approval of the Managers, lawyers or other persons for the purposes of giving advice in connection with matters covered by these Rules, then the costs of such person or persons shall not be recoverable from the Association unless the Directors in their absolute discretion otherwise decide.

Power of the Directors in Regard to Supporting Members

- 7 Notwithstanding the discretion vested in the Managers as provided for in Rule 1.4.4 and 5 above, a Member may seek the exercise of an overriding discretion from the Directors whether or not to support any claim and/or proceedings and/or the resolution of any dispute and the determination of the Directors in exercising such discretion shall be final.
- 8 The Directors shall furthermore be entitled at any time in their absolute discretion to decide that the Association shall discontinue its support or decline to provide further support in connection with any claim and/or proceedings and/or the resolution of any dispute and the determination of the Directors in exercising their absolute discretion shall be final.
- 9 Notwithstanding the provisions of Rules 1.4.7 and 8 above, the Directors shall have power to authorize the Managers to act on behalf of the Directors for the purposes of the said Rules 1.4.7 and 8 above.
- 10 Approval by the Managers of any contract referred to in Rule 2 below shall in no circumstances be taken to connote acceptance or approval of the terms of such contract either on behalf of the Managers or of the Directors.

COSTS AND EXPENSES COVERED

Cover hereunder includes all those costs and expenses necessarily incurred by a Member (including the costs of an opponent party where such costs are ordered to be paid by a court or tribunal of competent authority, or are to be paid pursuant to the terms of any settlement concluded with the express approval in writing of the Managers) in pursuing or defending claims, or in seeking to resolve disputes, on such terms as the Managers shall have approved in writing, arising in respect of the following:

- i any contract for the building of an insured vessel, which has the prior approval in writing of the Managers.
- ii any contract for the purchase or sale of an insured vessel which has the prior approval in writing of the Managers.
- iii any contract for the conversion, alteration, repair, refit, dry-docking or maintenance of an insured vessel.
- iv any charterparty, contract of carriage, bill of lading or contract of affreightment, to which a Member is party in respect of an insured vessel and disputes as to the rights of the parties under, or legal effect, of any such charterparty, contract of carriage, bill of lading or contract of affreightment.
- v any contract for operational services provided to or in respect of an insured vessel, including but not limited to agency, stevedoring, towage or salvage, or harbor authority services.
- vi any contract for administrative services provided to or in respect of an insured vessel for insurance broking or ship broking services, management services or the provision of technical advice.
- vii any contract in respect of goods or materials, necessaries and stores including bunkers and lubricating oil provided to an insured vessel.
- viii the employment of seamen.
- ix any contract of marine insurance in respect of an insured vessel, or which a Member contends covers an insured vessel, other than that evidenced by the cover provided hereunder or otherwise provided by the Association.
- x any damage to an insured vessel, detention of an insured vessel, or the impairment of any right of a Member in respect of an insured vessel, caused by any third party.
- xi general average contributions.

- xii the presence on board an insured vessel of stowaways, refugees or persons rescued at sea.
- xiii the handling, loading, stowing, lashing and discharge of cargo which is to be carried, which is carried or which has been carried on board an insured vessel.

- 1 The terms of Rule 3 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class II, shall be deemed to be incorporated in and form an integral part of these Rules of Class II except that any reference in the terms of Rule 3 of Class I as incorporated hereunder to Protection and Indemnity insurance shall be deemed to be a reference to the Freight, Demurrage and Defense cover afforded under these Rules of Class II.
- 2 Provided further that any vessel insured under these Rules of Class II shall be deemed to be fully insured under the terms of the Rules of Class I and a Member shall not be entitled to recover any costs and expenses under the terms of these Rules of Class II which would have been recoverable under the Rules of Class I had the vessel been fully insured thereunder.
- 3 Notwithstanding the generality of the foregoing, the following additional exclusions shall apply to this Class II cover.

Nonrecoverability Under Class II of Risks Excluded Under Class I

- 4 Unless and to the extent that the Directors in their absolute discretion otherwise decide, there shall be no right of recovery to any extent whatsoever under these Rules of Class II in respect of any claims, costs, or expenses arising out of risks and losses either expressly or impliedly excluded under the Rules of Class I.

Nonrecoverability Under Class II in Regard to Disputes Between Members, etc.

- 5 There shall be no recovery of costs and expenses incurred in pursuing or defending claims, or in seeking to resolve disputes, between or among any Member and/or his Joint Members, Co-assureds or Affiliates as defined and provided for under the terms of Rule 1.3 of Class I which shall be deemed fully incorporated herein.

THE FUNDING OF COVER

- 1 The terms of Rule 4 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class II, shall be deemed to be incorporated in and form an integral part of these Rules of Class II except that any reference in the terms of Rule 4 of Class I as incorporated hereunder to Protection and Indemnity insurance shall be deemed to be a reference to the Freight, Demurrage and Defense cover afforded under these Rules of Class II.
- 2 Notwithstanding the generality of the foregoing, the following additional provision shall apply.

No Returns of Premium Consequent Upon Lay-up

- 3 Notwithstanding the terms of Rule 4.11 of Class I, unless the Managers shall in their absolute discretion so agree, there shall be no returns of premium permitted under these Rules of Class II in consequence of an insured vessel being laid-up during her period of insurance with the Association.

CESSER AND TERMINATION OF COVER

The terms of Rule 5 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class II, shall be deemed to be incorporated in and form an integral part of these Rules of Class II except that any reference in the terms of Rule 5 of Class I as incorporated hereunder to Protection and Indemnity insurance shall be deemed to be a reference to the Freight, Demurrage and Defense cover afforded under these Rules of Class II.

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INSURANCE FOR CHARTERERS' RISKS



INTRODUCTORY: INTERPRETATION: MEMBERSHIP: GENERAL PROVISIONS

Section 1 INTRODUCTORY PROVISIONS

- 1 Each and every provision of the By-Laws of the Association and of these Rules of Class III are applicable to all insurances for Charterers' Risks provided by the Association. Provided always, however, that the cover provided by these Rules of Class III shall in no circumstances apply to a charterer who has been named as a Co-assured in an insurance of a Member pursuant to the terms of Rule 1.3.8 of Class I, where such a charterer is affiliated to or associated with such a Member.
- 2 The standard cover afforded by the Association to a Member who has insured his vessel with the Association for Charterers' Risks only as defined herein is set out in Rule 2 below.
- 3 The cover set out in these Rules may be excluded, limited, modified or otherwise varied by any special terms expressly agreed in writing between a Member and the Managers.
- 4 The Managers may accept the insurance of vessels on terms which afford cover to a Member against any special or additional risks not set out in Rule 2. The nature and extent of the risks and the terms of such cover shall be as expressly agreed in writing between the Member and the Managers.
- 5 A Member is only insured against loss, damage, liability or expense incurred by him which arises:
 - i out of events occurring during the period when his vessel is insured with the Association; and
 - ii solely and exclusively in respect of a Member's interest in the insured vessel as time or voyage charterer thereof; and
 - iii in connection with the operation of the insured vessel by the Member solely and exclusively as time or voyage charterer thereof.
- 6 A Member who has entered his insured vessel for cover against any or all of the risks and losses set out in Rule 2 is obligated to pay premium to the Association in accordance with Rule 4, that is to say by way of fixed premium and not by way of mutual premium as provided for in Rule 4 of Class I. Such premium may hereinafter be referred to as charterers' fixed premium.

Section 1 (continued)

- 7 Notwithstanding the provisions of Rule 1.1.6 above, a Member may be insured on special terms to the effect that he is liable to pay mutual premium to the Association in accordance with Rule 4 of Class I where expressly agreed as between the Member and the Managers. This shall hereinafter be referred to as charterers' mutual insurance and premium payable in respect thereof charterers' mutual premium.
- 8 Provided always, however, that irrespective of whether cover in accordance with these Rules of Class III has been agreed on the basis of the liability of the Member to pay premium as charterers' fixed premium or as charterers' mutual premium, each and every insurance provided under the terms of these Rules of Class III shall be subject to a Member's maximum right of recovery which shall in all cases be set at a prescribed monetary figure for the various interests insured hereunder and as shall have been agreed in individual cases between the Member and the Managers.

Section 2 INTERPRETATION

Except as expressly provided for hereunder, and to the extent that their meanings are consistent with the subject and context of these Rules of Class III, the words and expressions set out in Rule 1.2 of Class I shall have the same meanings in these Rules of Class III. In these Rules the following words and expressions shall have the following meanings if not inconsistent with the subject or context thereof:

Member	A time or voyage charterer (being other than a bareboat or demise charterer) of an insured vessel, or any other party having a similar capacity in respect of an insured vessel which the Managers may in their absolute discretion deem to have an insurable interest under these Rules of Class III.
Charterparty	A contract governing the time or voyage charter (being other than a bareboat or demise charter) of an insured vessel, the form of which shall have been approved in writing by the Managers, or any other contract in the nature of a time or voyage charter which the Managers in their absolute discretion may consider sufficient to create an interest capable of insurance under these Rules of Class III.
Insured Vessel	A vessel which has been insured with the Association in Class III.

Words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine and neuter genders.

Section 2 (continued)

Words importing persons shall include individuals, partnerships, corporations, associations, joint ventures and any other business entities.

Section 3 MEMBERS, JOINT MEMBERS, AFFILIATES AND CO-ASSURED

The terms of Rule 1.3 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of these Rules of Class III. Provided always, however, that:

- i references to a Member, Joint Member and membership contained in Rule 1.3 of Class I shall be interpreted in accordance with the definition of a Member contained in Rule 1.2 of these Rules of Class III as shall, mutatis mutandis, references to an Affiliate and Co-assured contained in the said Rule 1.3 of Class I; and
- ii the terms of Rule 1.3.9 of Class I shall in no circumstances whatsoever apply to any insurance contracted under the terms of these Rules of Class III.

Section 4 GENERAL INSURANCE PROVISIONS

- 1 The terms of Rule 1.4 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of these Rules of Class III insofar as cover hereunder is provided for Protection and Indemnity risks and losses as set out in Rule 2.A of these Rules of Class III.
- 2 The terms of Rule 1.4 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of these Rules of Class III except that any reference in the terms of Rule 1.4 of Class I as incorporated hereunder to Protection and Indemnity insurance shall be deemed to be a reference to the insurance of risks and losses arising from charterers' liability for loss of or damage to an insured vessel and for financial loss arising therefrom as set out in Rule 2.B of these Rules of Class III.
- 3 The terms of Rule 1.4 of Class II, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of these Rules of Class III insofar as cover hereunder is provided for Freight, Demurrage and Defense costs and expenses as set out in Rule 2.C of these Rules of Class III.
- 4 Notwithstanding the provisions of Rule 1.4.1 to 3 above, and only to the extent that cover under this Class III of the Rules has been granted to a

Section 4 (continued)

Member in respect of those risks and losses covered under Rule 2.A or Rule 2.B or Rule 2.C on a single and exclusive basis (such being available in any event only with the express agreement of the Managers), the cover set out in the said Rules 2.A, 2.B and 2.C shall be mutually exclusive in every respect.

- 5 Provided further, and notwithstanding anything to the contrary contained elsewhere in these Rules of Class III, the terms of Rule 1.4.32 and 33 and Rule 4.14 of Class I shall in no circumstances apply to any insurances contracted under the provisions of these Rules of Class III.

RISKS AND LOSSES COVERED

A Protection and Indemnity Insurance

- 1 The terms of Rule 2 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of this Rule 2.A of Class III.
- 2 However, notwithstanding the generality of the foregoing, cover provided by this Rule 2.A of Class III shall apply solely and exclusively to the extent that the relevant risk and/or loss arises out of, or is incurred in relation to, a Member's status as time or voyage charterer of an insured vessel, or in another capacity in relation thereto as shall have been expressly agreed by the Managers as sufficient to create an interest capable of insurance under these Rules of Class III.

B Insurance of Charterers' Liability for Loss of or Damage to an Insured Vessel and for Financial Loss Arising Therefrom

- 1 Subject to any variations or modifications of cover as expressly provided for herein, and in any event to all the other terms of these Rules of Class III, cover hereunder applies to:
 - i all those liabilities, costs and expenses incurred by a Member, as charterer, for loss of or damage to an insured vessel, her equipment, outfit, stores or supplies;
 - ii claims in respect of demurrage, loss of use and/or hire of an insured vessel suffered as a result of an accident to the insured vessel in respect of which a Member, as charterer, has been or may be held legally liable;
 - iii a Member's contribution, as charterer, to general average, salvage, salvage charges and/or sue and labor expenses by reason of a Member's interest in charter hire and/or freight and/or bunkers at risk;
 - iv expenses of investigation and defense in relation to any of the risks and losses set out in i. to iii. above.

C Freight, Demurrage & Defense Insurance

- 1 The terms of Rule 2 of Class II, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of this Rule 2.C of Class III.
- 2 However, notwithstanding the generality of the foregoing, cover provided by this Rule 2.C of Class III shall apply solely and exclusively to the extent that the relevant risk and/or loss arises out of, or is incurred in relation to, a Member's status as time or voyage charterer of an insured vessel, or in another capacity in relation thereto as shall have been expressly agreed by the Managers as sufficient to create an interest capable of insurance under these Rules of Class III.

A Protection and Indemnity Insurance

- 1 The terms of Rule 3 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of this Rule 3.A of Class III.
- 2 Provided further that any vessel insured under the terms of Rule 2.A shall be deemed to be fully insured under Rules 2.B and 2.C and a Member shall not be entitled to recover any claims, costs and expenses under Rule 2.A which would have been recoverable under Rules 2.B or 2.C.
- 3 Unless and to the extent that the Directors in their absolute discretion otherwise decide, there shall be no right of recovery under Rule 2.A in respect of any claims, costs or expenses arising out of risks and losses expressly or impliedly excluded under Rules 2.B and 2.C.

B Insurance of Charterers' Liability for Loss of or Damage to an Insured Vessel and for Financial Loss Arising Therefrom

- 1 The terms of Rule 3 of Class I, to the extent that they are consistent with the subject and context of the cover provided under Rule 2.B of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of this Rule 3.B of Class III. Any reference in the terms of Rule 3 of Class I as incorporated hereunder to Protection and Indemnity insurance shall be deemed to be a reference to the insurance provided under Rule 2.B of Class III.
- 2 Provided further that any vessel insured under the terms of Rule 2.B shall be deemed to be fully insured under the terms of Rule 2.A and 2.C and a Member shall not be entitled to recover any claims, costs and expenses under Rule 2.B which would have been recoverable under Rules 2.A or 2.C.
- 3 Unless and to the extent that the Directors in their absolute discretion otherwise decide, there shall be no right of recovery under Rule 2.B in respect of any claims, costs and expenses arising out of risks and losses expressly or impliedly excluded under Rules 2.A and 2.C.

C Freight, Demurrage & Defense Cover

- 1 The terms of Rule 3 of Class I, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of this Rule 3.C of Class III.

- 2 Provided further that any vessel insured under the terms of Rule 2.C, shall be deemed to be fully insured under Rules 2.A and 2.B and a Member shall not be entitled to recover any costs and expenses under Rule 2.C which would have been recoverable under Rules 2.A or B.
- 3 Unless and to the extent that the Directors in their absolute discretion otherwise decide, there shall be no right of recovery under Rule 2.C in respect of any claims, costs and expenses arising out of risks and losses expressly or impliedly excluded under Rules 2.A and 2.B.

D War Risks

- 1 Notwithstanding the terms of Rule 3.1 of Class I to the extent that the said terms are incorporated in these Rules of Class III, cover provided by Rule 2A, B and C of these Rules of Class III shall extend to those liabilities, costs and expenses caused by or arising out of war risks as defined in the said terms of Rule 3.1 of Class I, provided always that the Member shall have used his best endeavors to ensure that:
 - i the ship is chartered on terms to the effect that:
 - the owners are entitled to refuse to send the ship to any port or place that is dangerous by reason of war risks (as defined in any current standard war risks insurance policy), and
 - the owners are in any event entitled to insure their interests against such war risks, and
 - the charterers are liable to reimburse the owners in respect of any war risks premium incurred as a result of the ship being ordered to or employed in such port or place; or
 - ii the ship is chartered on terms no less favorable to the charterers as regards their liability for loss or damage caused by war risks as set out above; or
 - iii the ship is chartered on terms to the effect that:
 - “charterers are under no circumstances whatsoever to be liable for any loss, damage or expense which is or could be covered by war risk insurance available commercially”.

Provided further that the cover for war risks is subject to the Institute Notice of Cancellation, Automatic Termination of Cover, War and Nuclear Exclusion Clause (Hulls etc. 01.01.95) but not subject to the current London Market War Risk Trading Warranties.

THE FUNDING OF COVER

- 1 Save to the extent provided for under Rule 1.1.7 of these Rules of Class III where the Managers shall have expressly agreed otherwise, all Members insured by the Association in this Class III shall be liable to pay fixed premium to the Association in a manner as shall have been expressly agreed with the Managers in individual cases.
- 2 By reason of the insurance provided under these Rules of Class III being subject, in the absence of the Managers' agreement otherwise, to the payment of fixed premium, a Member shall not have a right of recovery from the Association beyond a fixed monetary limit which shall have been agreed with the Managers at the time of contracting the insurance.
- 3 In consequence thereof, neither the rights nor the obligations in regard to the funding of the Association as apply to Members insured on mutual premium terms shall apply to Members insured in accordance with the terms of this Class III and, in particular, such Members shall have no right to any returns of premium as provided for in Rule 4.5.i of Class I, nor shall such Members be subject to the terms and conditions of Rule 4.15 of Class I.

No Returns of Premium Consequent Upon Lay-Up

- 4 Without prejudice to the generality of the foregoing, and notwithstanding the terms of Rule 4.11 of the Rules of Class I, there shall be no returns of premium permitted in any circumstances under these Rules of Class III in consequence of an insured vessel being laid-up during her period of insurance with the Association.

CESSER AND TERMINATION OF COVER

The terms of Rule 5 of the Rules of Class I, to the extent that they are consistent with the subject and context of these Rules of Class III, shall be deemed to be incorporated in and form an integral part of these Rules of Class III.

APPENDIX A

Procedures for Board Adjudication of Differences or Disputes

If a Member disagrees with the Manager's decision regarding any difference or dispute with the Association and/or its agents under or related to the Member's insurance contract or otherwise, the Member has the right to ask the Association's Board of Directors to adjudicate such difference or dispute, provided the Member submits to the Manager a written Notice of Appeal addressed to the Board of Directors no later than sixty days after the date the Manager has provided its final decision to the Member. (See Rule 1.4.47 a.)

The Member shall promptly prosecute its appeal in accordance with the following procedures and any orders of the Board of Directors. It is expected and required that the Member and Manager shall clearly and concisely state their respective positions and also fully comply with these procedures and all orders of the Board, including without limitation those regarding scheduling and production of documents relevant to the adjudication.

The Member, as the party seeking modification of the Manager's decision, has the burden of proving by a preponderance of credible evidence that it is entitled to such modification.

Adjudication Procedures

1. The Member's Notice of Appeal, which shall not exceed two pages, shall clearly and explicitly (a) identify each difference or dispute with the Manager's decision, (b) state the specific relief it seeks from the Board, and (c) state the reasons why the Board should grant such relief, including identifying each provision of the insurance contract the Member deems relevant to its appeal.
2. The Association's Board of Directors meets four times each year, usually in the second week of March, June, September and November.
3. After submitting its Notice of Appeal, the Member shall promptly ascertain the Board's meeting schedule from the Manager and, allowing time to comply with the submission schedule in paragraphs 4 – 7 below, request in writing that the Board adjudicate each difference or dispute during a specified scheduled meeting.
4. The Member's and Manager's written submissions referred to herein shall be addressed to the Board of Directors and submitted through the Manager, as described below.
5. At least eight weeks before the specified Board meeting, the Member or its authorized agent or attorney shall submit the Member's appeal in writing to the Manager by (a) stating in a letter or brief of no more than 20 pages, double spaced typed, all the Member's reasons why the Manager's decision regarding each difference or dispute should be

modified by the Board and (b) submitting as lettered exhibits all evidentiary materials on which the Member relies for its position, including without limitation proof of the nature and amount of any loss, damage, or expense in dispute following the Manager's decision.

6. At least four weeks before the Board meeting, the Manager shall submit to the Member or its authorized agent or attorney the Manager's written opposition to the Member's appeal (a) stating in a letter or brief of no more than 20 pages, double spaced typed, all the reasons why the Manager's decision should be affirmed and (b) submitting as numbered exhibits all evidentiary materials on which the Manager relies for its position.
7. At least two weeks before the Board meeting, the Member or its authorized agent may submit to the Manager a written reply to the Manager's opposition. Any reply shall be in the form of a letter or brief not exceeding 10 pages, double spaced typed and may include additional exhibits.
8. Upon receipt of the Member's reply, if any, the Manager shall promptly deliver the Member's and Manager's written submissions (including exhibits) to each Director, with notice of such delivery being sent to the Member or its agent or attorney.
9. Each Director shall review the Member's and Manager's written submissions.
10. For the purposes of adjudication, the Directors shall proceed in executive session. The Directors, having considered the submissions by the Member and the Manager and having conducted such discussions among themselves as they deem necessary, shall either (a) adjudicate the difference or dispute on the basis of the Member's and Manager's written submissions or (b) order the Member and/or the Manager to make further written submissions and/or provide relevant documents and/or information in writing to clarify any issues in dispute within times and page limits set by the Directors. Within times and page limits set by the Directors, the Member and Manager may reply to each other's additional written submissions. If necessary, the Directors may extend the schedule originally adopted pursuant to paragraphs 4 – 7, above, to allow additional time for these purposes. Failure to comply with any Directors' orders may be taken into account by the Directors in reaching their decision.
11. The written submissions including any exhibits shall constitute the record upon which the Directors' adjudicatory decision shall be based.

12. As soon as reasonably possible, and no later than six months after receipt of the last written submission, the Directors shall adjudicate the dispute and issue a written opinion stating the reasons for their decision. (See Rule 1.4.47 c.) The decision of a majority of Directors participating in the adjudication shall be the Board's final decision. In the event of a tie vote, the Chairman of the Board shall have a second vote or two votes, in total. Any dissents shall express the reasons therefor in writing, upon which the majority may comment. The Board's final decision and any dissents shall promptly be provided to the Member and the Manager.

Further Appeal

The decision of the Board of Directors is final and binding. (See Rule 1.4.47d.)

The Member's attention is invited to the following:

- A. Under the contract of insurance, it is a condition precedent to commencing suit against the Association and/or its agents that the Member first appeal any difference or dispute between it and the Association and/or its agents to the Association's Board of Directors. (See Rule 1.4.47 c.)
- B. Under the contract of insurance, a Member may appeal the Board's decision only by suit against the Association in the United States District Court for the Southern District of New York. (See Rule 1.4.47 d.)
- C. Only New York law is applicable. (See Rule 1.4.49.)
- D. Such suit, if any, must be filed within sixty days after the date the Board's decision is provided to the Member. (See Rule 1.4.47 d.)
- E. As the Board decision is final, it may be modified by a court only upon a finding that the decision was arbitrary and capricious, that is, without reason, an issue on which the Member shall have the burden of proof.

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G General Correspondent

L Legal Correspondent

 Phone


 After Hours Phone

 Mobile Phone

 Email

 Web Site

 Fax

 Special notes and/or explanations

 24h Phone Service





ALBANIA

A

Durres




G Sam-Shqip Agencies Ltd. (Sh.p.k.)

Lagja Nr 3, Sheshi
EGT TOWER, Kati i dye (2nd Floor)
Durres, Albania



 +355 52 222236
 +355 52 225303
 www.samer.com
 samshqip@albaniaonline.net

 Copy All Correspondence To
Edgar H. Greenhap - See Trieste, Italy



Adv. Ilir Misa

 samshqip@albaniaonline.net
 +355 68 2024 704
 +355 52 23 5325

Capt. Pandeli Sota

 +355 68 2021 777
 +355 52 22 2684

Angjelin Mingu







 +355 69 21 33230
 +355 52 22 6059

ALGERIA

Algiers

G Compagnie Algerienne Des Experts Maritimes Et Industriels (Caemi)

25 Boulevard Zirout Youcef
16000 Algiers, Algeria

 +213 21 739610
 +213 21 737552
 +213 21 739080
 +213 21 736054
 caemidz@yahoo.fr
 caemi@wissal.dz

A. Fenardji

 +213 21 631171

M. Kebir

 +213 61 518224
 +213 21 548076

F. Fenardji

 +213 51 014353





G BUDD SA



Cite Des 720 Logements
Bt 4, No. 2 Les Vergers,
Birkhadem 16330
Algiers, Algeria

 +213 21 544039
 +213 21 446676
 +213 21 543053
 +213 21 544326
 www.budd-pni.com
 budd.algerie@budd-pni.com
 buddalgiers@ifrance.com

 Copy All Emails To:
general.marseille@budd-pni.com.
In Case Of Communication Difficulties,
Contact Budd Marseille at:
Tel: +(33) 491 33 58 33
Fax: +(33) 491 33 13 31



Zakia Rahali

 zakia.rahali@budd-pni.com
 zakia.rahali@laposte.net
 +213 661 507610
 +213 21 440937

 Phone
 Fax

 Email
 Web Site

 After Hours
 Mobile

 24h Phone
 Special Notes

Bejaia

G Neffous Shipping & Consulting

Cité 300 Logts – Bat 1 No 117 – Nasiria
06000 Bejaia, Algeria

☎ +213 770 56 61 23

☎ +213 770 56 61 23

✉ nscalgeria@wanadoo.fr

Capt. Ahmed Medjtouh

☎ +213 662 162640

☎ +213 553 258339

Arzew, Ghazaouet and Mostaganem (see Oran, Algeria)

Oran

G Neffous Shipping & Consulting

28, Boulevard Ahmed Ben Abderezak
31000 Oran, Algeria

☎ +213 41 504745

☎ +213 6 61 209585

☎ +213 41 504114

✉ nscalgeria@wanadoo.fr

Mohammed M. Neffous

☎ +213 6 61 209585

☎ +213 41 531266

Luanda

G Africa P&I c/o Capital Marine Services

Rua Cdt Dangereux No. 7, Alvalade
Luanda, Republic of Angola

☎ +244 222 320 361

✉ angola@africapandi.com

📄 In Case Of Communication Difficulties,
Contact E.T.I.C. Marseille

Lawrence Otto

☎ +244 921 033 378

Lopes Miranda

☎ +244 923 522 766

G Pandiship (Angola) Ltda. c/o Maritime Services of Angola Ltda.

Rua Conselheiro Juliao Vilhena No. 12,
App No. 63, Mutamba
Luanda, Republic of Angola

☎ +244 912 501283

☎ +244 923 933010

✉ fmlaker@snet.co.ao

✉ info@pandishipwa.com

📄 In Case Of Communication Difficulties
Contact: Pandiship (Wa) Ltd.
Tel: +44 7766206723 or +44 7767664992

Capt. F. Mlaker

✉ fmlaker@snet.co.ao

☎ +244 912 501283

G BUDD Angola c/o Mainstay

Rua Ferreirado Amaral nr. 18
Cruzeiro
Luanda, Republic of Angola

☎ +244 222 43 23 48

☎ +244 222 43 23 48

🌐 www.budd-pni.com

✉ mainstay@ebonet.net

✉ general.marseille@budd-pni.com

📄 Copy All Emails To:
general.marseille@budd-pni.com. In Case
Of Communication Difficulties, Contact Budd
Marseille: Tel: +(33) 491 33 58 33 or
Fax: +(33) 491 33 13 31

Filipe Bonfim

✉ filipe.bonfim@budd-pni.com

✉ mainstay@ebonet.net

☎ +244 912 500503

Capt. Emile Sossou

✉ emile.sossou@budd-pni.com

✉ emilesossou@yahoo.fr

☎ +244 917 972103

Bahia Blanca

G Agencia Maritima Walsh (E. Burton) S.R.L.

Grecia Street Nr. 13
8103 Ingeniero White,
Bahia Blanca Port
8000 Bahia Blanca, Argentina

☎ +54 291 4573080

☎ +54 291 4573072

🌐 www.walsh.com.ar

✉ walsh@walsh.com.ar

Harry Heiling

✉ heiling@walsh.com.ar

☎ +54 291 4527458

☎ +54 9291 4143410

Hermann Heiling

✉ heiling@walsh.com.ar

☎ +54 291 4515423

☎ +54 9291 5715632

Eric Heiling

✉ ericheiling@walsh.com.ar

☎ +54 9291 5712626/7

Buenos Aires

G Pandi Liquidadores S.R.L.

Viamonte 494 – 8th Floor (C1053ABJ)
1053 Buenos Aires, Argentina

+54 11 4313 3500

+54 911 4446 0662

+54 11 4313 3161

pandi@pandi.com.ar

Alberto Trigub

alberto.trigub@pandi.com.ar

+54 911 4449 1450

+54 11 4801 7606

Ricardo Crisp

ricardo.crisp@pandi.com.ar

+54 911 3692 7788

+54 11 4786 3080

L Chami Di Menna y Asociados

Libertad 567 4 To. Piso
1012 Buenos Aires, Argentina

+54 11 4382 4060

+54 11 4382 4243

diego@chami-dimenna.com.ar

Diego Chami

diego@chami-dimenna.com.ar

+54 911 54 444 8068

+54 11 4786 9433

AUSTRALIA

Adelaide

G Aus Ship P&I

17 Kurrambi Crescent
Halett Cove, South Australia 5158

+61 8 8381 1177

+61 8 8381 1677

adelaide@ausship.com.au

Capt. Nello Magliulo

+61 0403 024 561

L Wallmans Lawyers

Level 5, 400 King William Street,
Adelaide, South Australia 5000

+61 8 8235 3000

+61 407 297 067

+61 8 8232 0926

Ian Maitland

ian.maitland@wallmans.com.au

+61 8 8388 5543

+61 8 8388 5558

Scott Lumsden

scott.lumsden@wallmans.com.au

+61 403 069812

Brisbane

G Aus Ship P&I

PO Box 5210
Victoria Point QLD 4165
Australia

4 Lakefield Drive
Victoria Point QLD 4165
Australia

+61 7 3207 7992

+61 7 3207 7992

+61 7 3207 7848

brisbane@ausship.com.au

Andy Richards

+61 406 649 764

L Thynne & Macartney

Level 27 Comalco Place
12 Creek Street
Brisbane Queensland 4001
Australia

GPO Box 245
Brisbane, Queensland 4001
Australia

+61 7 323 18888

+61 7 322 90855

www.thymac.com.au

transport@thymac.com.au

Michael Fisher

+61 408 735653

+61 73844 0964

Frank Turner

+61 419 702416

Matthew Hockaday

+61 422 318678

+61 7 3397 4290

G Bayside Shipping Services PTY Ltd.

PO Box 425, North Lakes
Brisbane, Queensland 4509
Australia

+61 7 310 23406

+61 7 339 68709

brisbane@baysideshipping.com

Steve Robertson

steve@baysideshipping.com

+61 420 982411

Jason Hill

jason@baysideshipping.com

+61 418 176815

Alex Evered

alex@baysideshipping.com

+61 438 663466

Cairns

L Brian White & Associates

4 Scott Street
Cairns, Queensland 4870, Australia

PO Box 5701
Cairns, Queensland 4870, Australia

+61 7 4031 4711

+61 7 4031 3810

www.bwamarine.com

Brian White

brian@bwamarine.com

+61 7 4057 8444

+61 412 184 856

Royale Thompson

+61 7 4057 8444

Phone

Fax

Email

Web Site

After Hours

Mobile

24h Phone

Special Notes

Fremantle

G Aus Ship P&I

45 Canning Highway
East Fremantle, WA 6158
Australia

☎ +61 08 9332 1769
☎ +61 02 9979 3522
✉ fremantle@ausship.com.au

Capt. Ajay Tandon

☎ +61 411 871311
☎ +61 8 9316 0879

Capt. Fred De Rooij

☎ +61 411 871312
☎ +61 8 9331 6107

Capt. Behram Cooper

☎ +61 411 871315
☎ +61 8 9434 1153

Barry Hughes

☎ +61 040 0041965

G Frank Unmack & Cullen

Cullen House
11 Cantonment Street
Fremantle, Western Australia 6160

PO Box 112
Fremantle, Western Australia 6160

☎ +61 8 9335 4277
☎ +61 8 9335 6354
✉ mackcull@highway1.net.au

Peter Cullen

☎ +61 15 384852
☎ +61 8 9525 2312

Tony Pass

☎ +61 41 2110986
☎ +61 8 9386 8000

Melbourne

G Aus Ship P&I

2B Ross Street – Suite 1
Toorak, Victoria, 3142
Australia

☎ +61 36429 3390
☎ +61 39824 1622
☎ +61 39824 1644
✉ melbourne@ausship.com.au

Chris Wills

☎ +61 438 982 111

Stuart Wills

☎ +61 438 982 222

L Holman Fenwick Willan

Level 41
600 Bourke Street
Melbourne
Victoria 3000
Australia

☎ +61 3 8601 4500
☎ +61 3 8601 4555
✉ robert.springall@hfw.com
✉ galvin.vallely@hfw.com

Robert Springall

✉ robert.springall@hfw.com
☎ +61 416 05 2015
☎ +61 3 9509 1573

Nic Van Der Reyden

✉ nic.vanderreyden@hfw.com
☎ +61 400 87 8527

Gavin Vallely

✉ gavin.vallely@hfw.com
☎ +61 416 05 2023
☎ +61 3 9882 6962

G Bayside Shipping Services PTY Ltd.

PO Box 16, Bay Street
Port Melbourne, Victoria 3207
Australia

☎ +61 3 5424 1224
☎ +61 3 8677 1801
✉ melbourne@baysideshipping.com

Alex Evered

✉ alex@baysideshipping.com
☎ +61 438 663466

Steve Robertson

✉ steve@baysideshipping.com
☎ +61 420 982411

Newcastle

G Aus Ship P&I

PO Box 70
Carrington, NSW 2294
Australia

☎ +61 24963 5596
☎ +61 29979 3522
✉ newcastle@ausship.com.au

Capt. Brendan Quinlan

☎ +61 2 4945 5629
☎ +61 417 235947

Capt. David Phillips

☎ +61 0407 838 734

Perth (see Fremantle, Australia)

Sydney

G Aus Ship P&I

Unit 2, 18-20 Park Street
Mona Vale Sydney, NSW 2103
Australia

+61 2 9979 3633
+61 2 9979 3633
+61 2 9979 3522
sydney@ausship.com.au

James Neill

neill@ausship.com.au
+61 2 9979 1974
+61 425 263633

Drew James

drew@ausship.com.au
+61 407 892 015
+61 2 94892015

Capt. Olav Castellino

+61 2 9899 1719
+61 412 737270

Kirsten James

+61 0414 013 676

L HWL Ebsworth Lawyers

Level 14, Australia Square
264-278 George Street
Sydney NSW 2000
Australia

+61 2 9334 8555
+61 3 8615 4301
www.hwlebsworth.com.au

Anthony Highfield

anthony.highfield@hwlebsworth.com.au
+61 407 402437
+61 2 9706 7273

Danella Wilmshurst

danella.wilmshurst@hwlebsworth.com.au
+61 438 012 733
+61 2 9967 2269

Joe Hurley

joe.hurley@hwlebsworth.com.au
+61 409 469563

Simon Liddy

simon.liddy@hwlebsworth.com.au
+61 419 012 633
+61 2 9949 2660

L Colin Biggers & Paisley

Level 42, 2 Park Street
Sydney NSW 2000
Australia

+61 2 8281 4555
+61 2 8281 4567
www.cbp.com.au
swh@cbp.com.au

Stuart Hetherington

swh@cbp.com.au
+61 0418 208 771

Katherine Jones

kej@cbp.com.au
+61 0408 618 517

David Miller

dem@cbp.com.au
+61 0414 861 540

Freeport

G TBS Adjusting Inc.

11114 Bismarck Place,
Cooper City, Florida 33026

+1 954 432 9449
+1 954 432 9450
jgillespie@tbs-adjusting.com

Joanne Gillespie

jgillespie@tbs-adjusting.com
+1 954 608 1915

Idalyn Finkel

ifinkel@tbs-adjusting.com
+1 954 864 2870

Manama

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

GLS Premises
Road 20
Area Muharraq 224
Kingdom Of Bahrain

PO Box 412
Manama
Kingdom Of Bahrain

+973 17 339777
+973 17 320498
www.gac.com
bahrain@gac.com

Anil Kumar

+973 396 70005

Hari Shankar

+973 3969 0156

Capt. Peter Gronberg

+973 396 94074

Chittagong

G JF (Bangladesh) Ltd.

Finlay House
11, Agrabad Commercial Area
Chittagong – 4100 Bangladesh

 +880 31 716321 / 5 (5 LINES)
 +880 31 710006
 +880 31 710207
 www.jfbd.com
 info@jfbdltd.com
 info@jfbd.com



B.K. Chowdhury

 bkc@jfbdltd.com
 +880 1713 101044
 +880 31 613783



Md. Salauddin Chowdhury

 salauddin@jfbdltd.com
 +880 1713 160081
 +880 31 718056

Fakhrul Hassan Chowdhury

 fakhrul@jfbdltd.com
 +880 1713 103133

Shah All Kibria

 kibria@jfbdltd.com
 +880 1713 103411

G Coast To Coast P&I Services Ltd.



Jahan Building No. 3 (2nd Floor)
79 Agrabad, Commercial Area
Chittagong – 4100 Bangladesh

 +880 31 252 1561
 +880 31 251 5418
 +880 172 9090 174
 www.bdpni.com
 info@bdpni.com



Jasim U. Ahmed

 info@bdpni.com
 +880 1819 310845



Zalal Uddin Ahmed

 info@bdpni.com
 +880 172 9090174
 +880 31 2566091

Capt. Ziauddin Ahmed

 hm@bdpni.com
 +880 1196 254656

Ali Reza Chowdhury





 hm@bdpni.com
 +880 1715 227426
 +880 31 2551137

Dhaka



G Allseas Shipping Ltd.

3rd Floor, Yousuf Chamber
20 Dilkusha Commercial Area
Dhaka 1000, Bangladesh



GPO Box 683
Dhaka 1000, Bangladesh

 +880 2 9561512
 +880 2 9556564
 +880 2 955 9858
 allseas@allseas-shipping.com

Khandaker R. Zaman

 zamankr@gmail.com
 +880 1711 520672

Badrul Ahmed




 +880 2 8011349
 +880 1716 599955



BARBADOS

Bridgetown

L Cariconsult International Ltd.

Castle Close
Sam Lord's Castle
St. Philip
BB18071
Barbados, W.I.

 +1 246 423 6412
 +1 246 231 2196
 +1 246 423 0985

 www.steers.com.bb
 cconsult@caribsurf.com

Rupert Steer

 1 246 253 6412

Javier Lemoine

 1 246 234 1141

BELGIUM




Antwerp

G Langlois & Co.




115 Frankrijklei
B-2000 Antwerp, Belgium

 +32 3 2250655
 +32 477 349410
 +32 3 2328824
 www.langlois.be
 mail@langlois.be


Paul Goossens

 paul.goossens@langlois.be
 +32 2 7673407
 +32 475 40 4582

Frank Morel

 frank.morel@langlois.be
 +32 477 48 7704
 +32 3 458 42 57

Kurt Van Copenolle

 kurt.vancopenolle@langlois.be
 +32 475 719560

Antwerp (continued)

G DUPI Antwerp N.V.

Frankrijklei 33
B-2000 Antwerp, Belgium

☎ +32 3 2060050

☎ +32 3 2060059

🌐 www.dupi.com

✉ antwerp@dupi.com

Capt. Jean-Louis Tack

✉ jean-louis.tack@dupi.com

☎ +32 475 745445

Monique Lardot

✉ monique.lardot@dupi.com

☎ +32 478 989806

Sophie Van Wijnendaele

✉ sophie.van.wijnendaele@dupi.com

☎ +32 473 755923

Ghent

G Langlois & Co. N.V.

Raas van Gaverestraat 67b
9000 Ghent, Belgium

☎ +32 9 2512306

☎ +32 9 2513553

☎ +32 9 2516112

✉ gent@langlois.be

📠 WEEKEND DUTY MOBILE:

+32 477 349410

Hendrik Vanhoutte

✉ hendrik.vanhoutte@langlois.be

☎ +32 9 3696093

☎ +32 4738 17 601

Paul Dierkens

✉ paul.dierkens@langlois.be

☎ +32 4738 45 774

☎ +32 9 2205940

Elisabeth Sijmons

✉ elisabeth.sijmons@langlois.be

☎ +32 475 499 414

Nele Baetens

✉ nele.baetens@langlois.be

☎ +32 474 869 855

BELIZE

Belize City

G Michael Bell Company

PO Box 268
Belize City, Belize

☎ +501 2 252167

☎ +501 2 252565

✉ mickbell@btl.net

Michael Bell

✉ mickbell@btl.net

Cotonou

G Africa P&I Benin Sarl

C/160 Avenue van Vollen Hoven
Avleketecodji-Missite
01 BP 4598 RP
Cotonou, Benin

☎ +229 21 316482

☎ +229 21 316483

✉ benin@africapandi.com

📠 In Case Of Communication Difficulties,
Contact E.T.I.C. Marseille

Akim Moktar

☎ +229 21 321330

☎ +229 97 441570

☎ +229 90 024243

Daniel Gnongnon

☎ +229 97575073

☎ +229 90024252

G TCI Africa (Benin)

PO Box 03-1060
Cotonou, Benin

☎ +229 21 311342

☎ +229 21 311837

✉ tcibenin@intnet.bj

📠 In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvedt &
O'Sullivan Marseille

Nourou Oumorou

☎ +229 97 880990

☎ +229 90 042 402

Victor Essou-Houinou

☎ +229 90 042 401

☎ +229 93 649 055

Ernest Gbeda

☎ +229 95 840 044

☎ +229 93 236 345

BRAZIL

Belem

G Williams Brothers Ltda

Rua Santo Antonio 316
Conj 501 – Centro
66010 090 – Belem Pa Brazil

☎ +55 91 3222 4973

☎ +55 91 3241 8841

☎ +55 91 3223 9432

✉ wilpandi@williams.com.br

📠 In Case Of Communication Difficulties
And For After Office Hours Numbers,
Contact Recife Office

Paranagua

G JML-P&I Assessoria e Representacoes Ltda.

Rua Rodrigues Alves 870 - 4th Floor
Bairro Centro Historico
Paranagua - PR - Brazil
CEP 83.203-170

☎ +55 41 3420 45 21

☎ +55 52 3420 45 22

☎ +55 41 3420 45 60

✉ jmlmos@marcon.com.br

✉ jorge.lemos@hotmail.com

J. M. Lemos

✉ jmlmos@marcon.com.br

✉ jorge.lemos@hotmail.com

☎ +55 41 9978 4437

☎ +55 41 7813 5828

☎ +55 41 3422 8409

G van Herp & Frumento (P&I Services) Ltda.

Rua Comendador Correia Junior
647-Sala 01 – Joao Gualberto
Paranagua 83.203-560
Brazil

PO Box 355

Centro Historico

83.203-970 Paranagua-Parana
Brazil

☎ +55 41 3422 5512

☎ +55 41 3423 1691

🌐 www.pandi-png.com.br

✉ pandi-png@pandi-png.com.br

Joao Helio Frumento Filho

✉ frumento@pandi-png.com.br

☎ +55 41 9978 2564

☎ +55 41 3422 5505

Eduardo Digiovanni

✉ digiovanni@pandi-png.com.br

☎ +55 41 9118 4108

☎ +55 41 3422 5123

Abilio Abreu

✉ abreu@pandi-png.com.br

☎ +55 41 9903 9631

☎ +55 41 3425 5520

Porto Alegre (see Rio Grande, Brazil)

Recife

G Williams Brothers Ltda.

Av. Eng. Antonio de Goes
449, 9th Floor,

Recife, Brazil

PO Box 245

Pina, Recife-Pe 51110-000 Brazil

☎ +55 81 33279200

☎ +55 81 33272300

🌐 www.williams.com.br

✉ wilpandi@williams.com.br

✉ willegal@williams.com.br

Mario Williams

☎ +55 81 3462 2634

☎ +55 81 9971 2203

Roberto Escudeiro

☎ +55 81 332 52081

☎ +55 81 9971 1703

Deborah Spangler

☎ +55 81 322 86838

☎ +55 81 9926 9841

Gabriel Oliveira, Jr.

☎ +55 81 3462 1794

☎ +55 81 9971 2202

G Brazil P&I

Rua Ribeiro de Brito,
1133 Sala 103 Boa Viagem
Recife, Brazil

☎ +55 81 3301 4370

☎ +55 81 3326 7138

🌐 www.brazilpandi.com.br

✉ recife@brazilpandi.com.br

Alexandre Falcao

✉ alexandre@brazilpandi.com.br

☎ +55 81 7812 7363

☎ +55 81 3034 5166

Rio de Janeiro

G Pandibra-McLintock Services (Rio) Ltda.

Ave. Rio Branco No. 45

Suites 1909 / 10

Centro, Rio de Janeiro – RJ

20090-003 Brazil

PO Box 925

Centro, Rio de Janeiro

20-010-000 Brazil

☎ +55 21 2253 9299

☎ +55 21 2253 4347

✉ pandibrario@pandibrario.com.br

Waldyr Pierry

☎ +55 21 9912 2729

☎ +55 21 9585 1604

☎ +55 21 2492 2063

Gustavo Pierry

☎ +55 21 9925 1007

☎ +55 21 7824 0923

☎ +55 21 2557 3416

Rio de Janeiro (continued)

G Representacoes Proinde (Rio) Ltda.

Ave. Rio Branco No. 45
Sala 2405
Centro, Rio de Janeiro
20090-003 Brazil

☎ +55 21 2253 6145
☎ +55 21 2253 6619
🌐 www.proinde.com.br
✉ proinde.rio@proinde.com.br

Roosevelt Derossi Lomba

✉ derossi.lomba@proinde.com.br
☎ +55 21 8778 8962
☎ +55 21 7879 2625
📞 +55 21 2590 8032

Jorge Luiz B.Tavares

✉ jorge.tavares@proinde.com.br
☎ +55 21 8778 8963
☎ +55 21 7879 2621
📞 +55 21 3502 4664

Rio Grande

G Cranston Marine and P&I Consultants, Ltd.

Rua Gal. Osorio 430,
3rd Floor, Suite B4
Centro 96200.400,
Rio Grande/RS Brazil

☎ +55 53 32320232
☎ +55 53 32341317
🌐 +55 53 32211200
✉ tony@cranwood.com.br

Tony Rover

✉ tony@cranwood.com.br
☎ +55 53 84040027
☎ +55 53 32324158

Everton Sampaio

✉ everton@cranwood.com.br
☎ +55 53 81250078

Arthur Rocha Baptista

✉ arthur@rochabaptista.adv.br
☎ +55 53 81232323

🏢 (Note: Legal Consultant)

Santos

G Brazil P&I

Rua XV de Novembro 65, 8th Floor
11010 151 - Santos/SP Brazil

☎ +55 13 2102 1650
☎ +55 13 2102 1660
🌐 www.brazilpandi.com.br
✉ mail@brazilpandi.com.br

Albert H. H. Carriere

✉ albert@brazilpandi.com.br
☎ +55 13 7850 1899
📞 +55 13 3341 1674

Eduardo Lopes

✉ eduardo@brazilpandi.com.br
☎ +55 13 7808 5416
📞 +55 13 3223 7776

Mauro Sammarco

✉ mauro@brazilpandi.com.br
☎ +55 13 7850 1999
📞 +55 13 2202 4242

Roberto Fernandes

✉ roberto@brazilpandi.com.br
☎ +55 13 7804 1622
📞 +55 13 3561 2723

Tramandai (see Rio Grande, Brazil)

Vitoria

G Seastar Consultoria Ltda.

Av. Nossa Senhora Dos
Navegantes, 495 – Suites 407/410
Centro Empresarial Enseada Building
Enseada Do Sua – Vitoria
Espirito Santo State
Es-Cep 29050-470 Brazil

☎ +55 27 3314 2982
☎ +55 27 3225 6892
☎ +55 27 3314 2682
🌐 +55 27 3227 3243
🌐 www.seastarpandi.com
✉ seacelso@terra.com.br
✉ estproj@terra.com.br

Celso M. Pimentel

☎ +55 27 9989 3834
☎ +55 27 8111 7184
📞 +55 27 3324 5988

Eliana F. Salim

☎ +55 27 9971 8700

G Williams Brothers Ltda.

Av. Jeronimo Monteiro, 240
Ruralbank Building
1210 – Vitoria, Es-Brasil

P.O. Box 329
29010.002
☎ +55 27 3223 0238
🌐 +55 27 3223 2441
✉ willvix@williams.com.br

🏢 In Case Of Emergency, Call Our Recife
Head Office

Manoel Tavares

☎ +55 27 99812373
📞 +55 27 32258432

BULGARIA

Bourgas

G Kalimbassieris Maritime Ltd.

33, Tsarigradska Street, 8000
Bourgas, Bulgaria

☎ +359 56 840442
📞 +359 888 546504
☎ +359 56 840443
🌐 www.kalimbassieris.com
✉ bourgas@kalimbassieris.com

Yaroslav Mladenov

☎ +359 888 321384

Stanislav Zagorchev

☎ +359 888 636186

Varna

G Fidelitas Ltd.

40, Graf Ignatiev Str.
BG - 9000 Varna, Bulgaria

☎ +359 52 6655 902/3/5
☎ +359 52 6655 111
☎ +359 52 600 453
✉ sales@fidelitas.bg

Ognian Kostov

✉ ognyan.kostov@fidelitas.bg
☎ +359 52 390155
☎ +359 888 416416

Bisser Georgiev Doveri

✉ biser.diveri@fidelitas.bg
☎ +359 888 925825

G Kalimbassieris Maritime Ltd.

13 Prezviter Kozma Street, 9000
Varna, Bulgaria

☎ +359 52 600338
☎ +359 52 601740
🌐 www.kalimbassieris.com
✉ varna@kalimbassieris.com

Ivan Vassilev

☎ +359 888 706422

Roumen Andonov

☎ +359 885 924301

Lucy Pavlova-Fickling

☎ +359 886 301720

CAMBODIA

Phnom Penh

G Transport and Claim Consultants Co., Ltd., c/o Worldwide Pioneer Shipping

No. 45C, St 143
Sangkat Olympic
Khan Chamkar Mon
Phnom Penh, Cambodia

☎ +855 12 864488
☎ +855 16 567788
☎ +855 34 933688
✉ madamben@camintel.com

📄 In Case Of Emergency Or Communication Difficulties, Contact: Transport And Claim Consultants In Bangkok, Thailand

Sihanoukville

G Transport and Claim Consultants Co., Ltd. c/o Worldwide Pioneer Shipping

Sangkat 4
Khan Mitterpheap
Sihanoukville, Cambodia

☎ +855 1656 7788
☎ +855 12 864488
☎ +855 34 933688

✉ madamben@camintel.com
✉ 012864488@camintel.com.kh

📄 In Case of Emergency or Communication Difficulties, Contact: Transport and Claim Consultants in Bangkok, Thailand

Ben Sivutha

✉ rathborey@mobitel.com.kh
☎ +855 23 219248
☎ +855 23 219248

CAMEROON

Douala

G BUDD Cameroon

P.O. Box 4574
Residence Kassap
82 Boulevard De La Liberte
Douala, Cameroon

☎ +237 33 427345
☎ +237 33 430571
🌐 www.budd-pni.com
✉ budd.cameroon@budd-pni.com

📄 Copy All Emails To: general.marseille@budd-pni.com. In Case Of Communication Difficulties, Contact Budd Marseille: Tel: +(33) 491 33 58 33 Or Fax: +(33) 491 33 13 31

Suzanne Moume

✉ suzanne.moume@budd-pni.com
☎ +237 77 789100
☎ +237 33 428476

Laure Leuche

✉ laure.leuche@budd-pni.com
☎ +237 77 600837
☎ +237 33 470628

G Africa P&I Cameroon

Rue Bebey Elame
Douala, Cameroon

☎ +237 3342 82 50
☎ +237 3342 82 50

✉ cameroon@africapandi.com

📄 In Case Of Communication Difficulties, See Marseille, E.T.I.C.

Max Nkalle

☎ +237 9984 50 51

G TCI Cameroun

Immeuble Cnps Bonanjo Ex Sia
Beside Air France
PO Box 1048
Douala, Cameroon

☎ +237 334 39480
☎ +237 334 34965
✉ tcicameroun@yahoo.fr
✉ tci-douala@tci-africa.com

📄 In Case Of Communication Difficulties, Contact The Managers' Agents, Eltvedt & O'Sullivan Marseille

Joel Ndona

☎ +237 99 912268
☎ +237 96 534481

Peguy Houdjen

☎ +237 77 118564

☎ Phone
☎ Fax

✉ Email
🌐 Web Site

🕒 After Hours
☎ Mobile

📄 24h Phone
📄 Special Notes

Halifax

L **McInnes Cooper**

Purdy's Wharf Tower II
1300-1969 Upper Water Street
PO Box 730
Halifax, NS B3J 2V1
Canada

+1 902 425 6500
+1 902 425 6350
www.mcinnescooper.com

W. Wylie Spicer

wylie.spicer@mcinnescooper.com
+1 902 440 4898
+1 902 429 5747

Tom Hart

tom.hart@mcinnescooper.com
+1 902 489 9764
+1 902 429 1024

James E. Gould

james.gould@mcinnescooper.com
+1 902 452 0975
+1 902 420 1265

Daniel Watt

daniel.watt@mcinnescooper.com
+1 902 441 0722
+1 902 445 9376

Montreal

G **Shipowners Assurance Management Ltd.**

620 Rue St. Jacques
Suite 305
Montreal, Quebec H3C 1C7
Canada

+1 514 393 9864
+1 514 393 9865
+1 514 393 9866
+1 514 393 3848

Alan Loiseau

alan.loiseau@shipassurance.ca
+1 514 945 8884
+1 450 699 7400

Sean Rozum

sean.rozum@shipassurance.ca
+1 514 865 3876
+1 450 724 3203

Peter Rozum

peter.rozum@shipassurance.ca
+1 514 594 6443
+1 514 694 3876

L **Borden Ladner Gervais LLP**

1000 De La Gauchetiere Street West
Suite 900
Montreal, Quebec H3B 5H4
Canada

+1 514 879 1212
+1 514 954 1905
www.blgcanada.com
admiralty@blgcanada.com

P. Jeremy Bolger

jbolger@blgcanada.com
+1 514 836 4088
+1 514 694 5515

Peter G. Pamel

ppamel@blgcanada.com
+1 514 489 1507

Darren McGuire

dmcguire@blgcanada.com
+1 514 636 5523

Jean-Marie Fontaine

jfontaine@blgcanada.com
+1 514 295 8028

L **Brisset Bishop**

2020 University – Suite 2020
Montreal, Quebec H3A 2A5
Canada

+1 514 393 3700
+1 514 984 4410
+1 514 393 1211
www.brissetbishop.com
general@brissetbishop.com

Victor Demarco

victordemarco@brissetbishop.com
+1 514 984 4410
+1 514 487 1573

Daniele Dion

danieledion@brissetbishop.com
+1 514 984 4417
+1 514 333 8585

Nick Spillane

nickspillane@brissetbishop.com
+1 514 248 5557
+1 514 694 4069

David Colford

davidcolford@brissetbishop.com
+1 514 389 7168

Quebec

L Langlois Gaudreau O'Connor

801, Grande Allee West – Suite 300
Quebec City, Qc, G1S 1C1,
Canada

☎ +1 418 682 1212
☎ +1 418 682 2272
🌐 www.lkd.ca
✉ maritime@lkd.ca

John G. O'Connor

✉ john.o'connor@lkd.ca
☎ +1 418 563 8339
🕒 +1 418 681 8638

Jean Gregoire

✉ jean.gregoire@lkd.ca
☎ +1 418 808 2475
🕒 +1 418 828 9050

Richard Gaudreau

✉ richard.gaudreau@lkd.ca
☎ +1 418 563 2798
🕒 +1 418 247 3226

Saint John

L McInnes Cooper

Suite 1700 Brunswick Square
1 Germain Street
PO Box 6370
Saint John, N.B. E2L 4R8
Canada

☎ +1 506 643 6500
☎ +1 506 633 3824
☎ +1 506 633 3804
☎ +1 506 635 2238
🌐 +1 506 643 6505
✉ mcsjn@mcinnescooper.com

M. Robert Jette

✉ bob.jette@mcinnescooper.com
☎ +1 506 636 1824

Norman Bosse

✉ norman.bosse@mcinnescooper.com
☎ +1 506 653 7975

Marco Cloutier

✉ marco.cloutier@mcinnescooper.com
☎ +1 506 636 1824

St. John's

G Avalon Customs Brokers

A Division Of Harvey & Company Ltd.
60 Water Street
St. John's, Newfoundland A1C 5X3
Canada

☎ +1 709 576 4761
🌐 +1 709 576 0159
✉ acb@aharvey.nf.ca

Frank Hatcher

☎ +1 709 754 8761
☎ +1 709 682 6797

Francis Kenny

☎ +1 709 368 6795
☎ +1 709 682 8070

Paul Aitken

☎ +1 709 726 1916
☎ +1 709 685 1549

L McInnes Cooper

5th Floor
10 Fort William Place
PO Box 5939
St. John's, Newfoundland, A1C 5X4,
Canada

☎ +1 709 722 8735
☎ +1 709 724 8254
🌐 +1 709 722 1763
🌐 www.mcinnescooper.com

Deborah Hutchings

✉ deborah.hutchings@mcinnescooper.com
☎ +1 709 682 3728
🕒 +1 709 726 3082

Doug Skinner

✉ doug.skinner@mcinnescooper.com
☎ +1 709 749 9504

Sydney

L Frank Elman, Q.C.

795 George Street
Sydney, Nova Scotia B1P 1L7
Canada

☎ +1 902 562 5696

Frank Elman

✉ frankelmanqc@hotmail.com
☎ +1 902 565 8838

Toronto (Ontario)

L Borden Ladner Gervais, LLP

Scotia Plaza, Suite 4400
40 King St. West
Toronto, Ontario M5H 3Y4
Canada

☎ +1 416 367 6000
🌐 +1 416 367 6749
🌐 www.blgcanada.com
✉ admiralty@blgcanada.com

Michael Smith

✉ mcsmith@blgcanada.com
☎ +1 416 705 6400
🕒 +1 416 462 0324
🌐 +1 416 361 7322

Robin Squires

✉ rsquires@blgcanada.com
☎ +1 647 998 7237
🕒 +1 416 925 8399
🌐 +1 416 682 2838

Norm Letalik

✉ nletalik@blgcanada.com
☎ +1 416 859 6626
🕒 +1 416 941 1011
🌐 +1 416 361 2735

Michael White

✉ miwhite@blgcanada.com
☎ +1 416 768 4111
🕒 +1 647 439 6421
🌐 +1 416 361 2426

Vancouver

L Bernard & Partners

1500-570 Granville Street
Vancouver, B.C. V6C 3P1
Canada

☎ +1 604 681 1700
☎ +1 604 681 1700
☎ +1 604 681 1788
✉ shipping@bernardpartners.com

Gary Wharton

✉ wharton@bernardpartners.com
☎ +1 604 970 5369
☎ +1 604 921 6978

Tom Hawkins

✉ hawkins@bernardpartners.com
☎ +1 604 889 5732
☎ +1 604 984 0417

Peter Swanson

✉ swanson@bernardpartners.com
☎ +1 604 649 5874
☎ +1 604 921 7974

David Jones

✉ jones@bernardpartners.com
☎ +1 604 644 4057
☎ +1 604 921 7999

L Borden Ladner Gervais LLP

1200 Waterfront Center
200 Burrard Street,
PO Box 48600
Vancouver, B.C. V7X 1T2
Canada

☎ +1 604 687 5744
☎ +1 604 622 5887

Graham Walker

✉ gwalker@blg.com
☎ +1 778 996 4045
☎ +1 604 983 9772
☎ +1 604 622 5882

Rick Williams

✉ rwilliams@blg.com
☎ +1 778 228 2241
☎ +1 778 340 3491
☎ +1 604 622 5887

Dino Rossi

✉ drossi@blg.com
☎ +1 604 760 3557
☎ +1 604 622 5810

Las Palmas

G Stier & Company

Juan Rejon, 48 – 6th Floor
35008 Las Palmas Gran Canaria,
Spain

☎ +34 928 26 5452
☎ +34 928 22 4975
🌐 www.stier.es
✉ pandi@stier.es
✉ istier@stier.es

Ida Stier

✉ istier@stier.es
☎ +34 607 55 2927
☎ +34 928 33 2660

Patricia Porras

☎ +34 607 52 8032

Alberto Stier

☎ +34 607 55 3022

Tenerife

G Stier & Co.

Via de Servicio 22
Darsena Pesquera
38010 Santa Cruz
Tenerife, Spain

☎ +34 928 26 5452
☎ +34 928 22 4975

🌐 www.stier.es
✉ tenerife@stier.es
✉ pandi@stier.es
✉ istier@stier.es

Ida Stier

☎ +34 607 55 2927
☎ +34 928 33 2660

St. Vincent

G Agencia Nacional De Viagens, S.A.R.L.

Avenida Da Republica 15/17
PO Box 16 & 142
St. Vincent, Republic Of Cape Verde

☎ +238 232 1356
☎ +238 232 1115
☎ +238 232 1445
🌐 www.anv.cv
✉ anvsv@cvtelecom.cv

M. Lima

☎ +238 232 5556
☎ +238 991 2606

A. Duarte

☎ +238 232 6426
☎ +238 994 1160

H. David

☎ +238 992 3529

Olavo Brites

☎ +238 994 4307

St. Vincent (continued)

G BUDD Cape Verde c/o GIMS-CV
PO Box 554
Mindelo, St. Vincent, Republic Of Cape Verde



In Case Of Communication Difficulties,
Contact Budd Marseille at:
Tel: +33 491 33 58 33 or
email: general.marseille@budd-pni.com

+238 232 5611
+238 231 8853
gimscv@hotmail.com
general.marseille@budd-pni.com

Raul Dias da Luz

raul177@hotmail.com
+238 992 4778

Amilcar Ramos

+238 983 8698

CAYMAN ISLANDS

Grand Cayman

L Campbells

4th Floor Scotia Centre
6 Cardinal Avenue
PO Box 884
George Town, Grand Cayman
Cayman Islands Ky1-1103

+1 345 949 2648
+1 345 949 8613
www.campbells.com.ky
campbells@campbells.com.ky

Shaun T. McCann

smccann@campbells.com.ky
+1 345 516 4911
+1 345 949 2233

CHILE

Valparaiso

G Cave y Compania Ltda.

Casilla 1455
Valparaiso, Chile

Almirant Senoret 70 (Edificio Capitania)
11th Floor, Office 111
Valparaiso, Chile

+56 32 213 1000
+56 32 213 1001
www.cave.cl
claims@cave.cl

EMERGENCY LINE: +56 32 225 8564

Andrew J. Cave

andrew.cave@cave.cl
+56 9 8249 7231

Ruth Cave

+56 32 2739 837
+56 9 9539 2842

G SCB Management Consulting Services Ltd.

Room 2103 – Hongyi Plaza
288 Jiujiang Road
Shanghai 200001, P.R. China

+86 21 3366 5000
+86 21 3366 6100
claims@scbmcs.com



See details set out in the Board of Directors and Management section at the front of this book for after-hours information

Beijing

G China Shipowners Mutual Assurance Association

Building No. 12, Courtyard No. 1
Wuliqiao No. 1 Street,
Chao Yang District
Beijing, 100024, P.R. China

+86 10 5962 1619
+86 10 5922 3519
+86 10 5962 1621

Li Zhen-Jiang

lizhenjiang@cpiweb.org
+86 1370 1096498
+86 10 6592 2993

Chen Zhigao

chenzhigao@cpiweb.org
+86 13 9109 24321
+86 10 8562 2170

G Huatai Insurance Agency & Consultant Service Ltd.

14F China Re Building,
No. 11 Jin Rong Avenue
Xicheng District, Beijing, 100033
P.R. China

+86 10 6657 6588
+86 10 6657 6501
www.huatai-ser.com
pni.bj@huatai-serv.com

Shan Hong

+86 138 011 87853

He Miao

+86 138 0109 8591

Shanghai

G SCB Management Consulting Services Ltd.

Room 1803 – Hongyi Plaza
288 Jiujiang Road
Shanghai 200001, P.R. China

+86 21 3366 5000
+86 21 3366 6100
claims@scbmcs.com



See details set out in the Board of Directors and Management section at the front of this book for after-hours information

Shanghai (continued)

G China P&I Management, Shanghai Branch
 Apartment 1602, Lin Jiang Mansion
 No. 2, Lane 1062, Dong Da Ming Road
 Shanghai, 200082, P.R. China

☎ +86 21 6586 1456
 📠 +86 21 6535 1899

Xuemei Xue
 ✉ xuexuemei@cpweb.org
 📠 +86 139 0177 1602

Z.W. Liu
 ✉ liuzhenwu@cpweb.org
 📠 +86 135 0168 0946

G Huatai Insurance Agency & Consultant Services Ltd.
 14-A World Plaza
 No. 855 Pudong South Road
 Shanghai, 200120, P.R. China

☎ +86 21 5836 9707
 📠 +86 21 5836 9209
 ✉ pni.sh@huatai-serv.com

🚨 EMERGENCY LINES: +86 139 1610 7273

Cao Dong
 📠 +86 139 1610 7273

Yao Xinyi
 📠 +86 139 1776 0833

Dai Xiali
 📠 +86 138 1735 7973

Capt. Jiang Weijian
 📠 +86 139 1635 4092

L Holman Fenwick Willan
 Room 901, China Insurance Building
 166 East Lu Jia Zui Road,
 Pudong Shanghai, 200120 P.R. China

☎ +86 21 5888 7711
 📠 +86 21 5888 7011
 🌐 www.hfw.com

Paul Aston
 ✉ paul.aston@hfw.com
 📠 +86 1502 100 1476

Henry Fung
 ✉ henry.fung@hfw.com
 📠 +852 9070 3383

Peter Rees-Smith
 ✉ peter.rees-smith@hfw.com
 📠 +86 1350 160 6007

Nicholas Poynder
 ✉ nicholas.poynder@hfw.com
 📠 +86 1360 164 5029
 📞 +86 21 6856 8268

Barranquilla

G Pandi Colombia S.A.
 Calle 77B No. 57-141
 Centro Empresarial De Las Americas
 (Office 10-01)
 Barranquilla, Colombia

☎ +57 5 3600 524
 ☎ +57 5 3680 482
 📠 +57 5 360 2070
 ✉ pandi.colombia@metrotel.net.co

Guillermo Alvarez
 📠 +57 315 7614249
 📞 +57 5 378 7487

Carlos Alvares
 ✉ pandicav@hotmail.com
 📠 +57 315 721 3016
 📞 +57 5 357 8843

G A&A Multiprime
 Carrera 52 No. 76-167 Oficial 201
 Edificio Atlantic Center
 Barranquilla, Colombia

☎ +57 314 284 4799
 📠 +57 315 333 5072
 🌐 www.aamultiprime.com
 ✉ barranquilla@aamultiprime.com

📧 All Correspondence To Be Sent Through Bogota Head Office

Manuel Calderon
 ✉ manuelcalderon2001@yahoo.com
 📠 +57 315 754 9256
 📠 +57 310 705 8886
 📞 +57 5 378 2560
 📠 +57 5 378 2560

Bogota

G A&A Multiprime
 Cra 11 No. 83-28, Of. 203
 Bogota, Colombia

☎ +57 1 530 3529
 ☎ +57 1 218 2682
 📞 +57 314 284 4799
 📞 +57 315 333 5072
 🌐 www.aamultiprime.com
 ✉ bogota@aamultiprime.com

Alicia Gast
 📠 +57 315 333 5072

Santiago Moreno-Andrade
 📠 +57 314 284 4799

Natasha Mina
 📠 +57 310 304 8650

Bogota (continued)

G Marventura Services Ltda.

Carrera 11A No. 93A-80 Of. 204
Edificio Rincon del Parque
Bogota, Colombia

+57 1 623 2730
+57 1 623 5829
marventura.mail@marventura.com

EMERGENCY LINES
+57 1 623 2730
+57 315 883 4916
+57 315 341 9545

Guillermo Ruan

gruan@marventura.com
+57 315 883 4916
+57 1 310 4795

Alvaro E. Campos

acampos@marventura.com
+57 315 341 9545
+57 1 656 7076
+57 1 656 7077

Buenaventura

G A&A Multiprime

Calle 8 No. 3-52 – Of. 301
Edificio Roldan
Buenaventura, Colombia

+57 314 284 4799
+57 315 333 5072
www.aamultiprime.com
buenaventura@aamultiprime.com

All Correspondence To Be Sent Through
Bogota Head Office

Capt. Miguel Antonio Caro

miguel.caro@capimar.com
+57 315 563 8457
+57 2 555 4197

G Pandi Colombia S.A.

Edificio Pacific Trade Center
Office 1105
Carrera 3#7-08
Buenaventura, Colombia

+57 2 242 3508
+57 2 242 4156
pandibun@telecom.com.co

Alejandro Ramos

+57 315 5552 263
+57 2 241 1247

Carlos Alvarez

+57 315 721 3016
+57 5 357 8843

Guillermo Alvarez

+57 315 761 4249
+57 5 378 7487

Cartagena

G Pandi Colombia S.A.

Conjunto Residencial Santo Domingo
Centro Calle 36 No. 2-36 (Apto. 201)
Cartagena, Colombia

+57 5 6601693
+57 5 66002245
+57 5 6644258
pandi.colombiactg@telecom.com.co

Nello Carlini M.

+57 315 731 1973

Guillermo Alvarez

+57 315 7614249
+57 537 87487

CONGO, DEMOCRATIC REPUBLIC OF THE

Matadi

G Africa P&I

23 Avenue Emma Nsiku, Ville Haute
BP 750
Matadi, R.D. Congo

+243 815 859 990
+243 855 282 093 (AOH)
+243 998 781 899
congodrc@africapandi.com

In Case of Communication Difficulties,
Contact E.T.I.C. Marseille

Gaby Sukami

gabysurveyor@yahoo.fr
+243 99 878 1899

G TCI (Africa)

Shipping Office SOF
Nol Avenue de la Poste
Ville-Basse
Matadi
PO Box No. 237
R.D. Congo

+243-81 905 4682

kapolisi@yahoo.fr
sofmat@bulamatadi.net

In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvedt
& O'Sullivan Marseille

Capt. Kapolisi

kapolisi@yahoo.fr
+243 8190 54682

Pointe-Noire

G TCI (Africa)

PO Box 5178
Zone Portuaire
2nd Floor Odzali Bldg.
Pointe-Noire, Congo

☎ +242 947 608
☎ +242 942 860
✉ tcipointenoire@yahoo.fr
✉ exmatra@yahoo.fr
✉ tcicongo@yahoo.fr

📄 In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvedt
& O'Sullivan Marseille

Samba Tall

☎ +242 432 2177
☎ +242 563 8198

Ibrahim Tall

☎ +242 662 6253

G Africa P&I

B.P. 5042
Pointe-Noire, Congo Brazzaville

☎ +242 530 0781
✉ congo@africapandi.com
✉ lockomar@hotmail.com

📄 In Case Of Communication Difficulties,
Contact E.T.I.C. Marseille

Marcelline Locko

☎ +242 530 0781

Serge Bathia

☎ +242 553 2570

COSTA RICA

Puerto Limon

G Maritime Claims – Americas, Inc.

Frente al Correo Central
Puerto Limon, Costa Rica

☎ +506 2758 1515
☎ +506 2797 3659

☎ +506 2758 2298
🌐 www.maritime-claims.com

Bernardo Ricketts

☎ +506 8351 6427
✉ bernardo@medintercr.com

Puntarenas

G Maritime Claims – Americas, Inc.

De Purdy Motors Paseo Colon
250 Metros al Sur
Edificio Don Bosco
Puntarenas, San Jose, Costa Rica

☎ +506 2256 6608
☎ +506 2256 8125
☎ +506 2258 7112
☎ +506 2258 2833
☎ +506 2258 0589
🌐 www.maritime-claims.com

Juan Carlos Rossi

✉ jcrossi@mcacr.com
☎ +506 8834 6607
📞 +506 2288 0862

Jenny Chavarria

✉ jenny@medintercr.com
☎ +506 8371 9468

Marianela Caridad

✉ marianela@mcacr.com
☎ +506 8398 5047

San Jose

G Pandi Costa Rica S.A.

c/o Felipe J. Alavarado & Cia.
PO Box 474
1000 San Jose, Costa Rica

Edificio Brugal No. 995
Paseo De Los Estudiantes
San Jose Ave. 10, Calle 11
10104 San Jose, Costa Rica

☎ +506 2221 4111
☎ +506 2221 4732
☎ +506 2255 4218
✉ info@fjapandi.com

Roberto Jimenez Soto

✉ rjimenez@fjapandi.com
☎ +506 8811 5754
📞 +506 2221 6367

Adriana Jimenez-Beche

✉ ajimenez@fjapandi.com
☎ +506 8899 2563
📞 +506 2253 9320

Esteban Montenegro-Fernandez

✉ emontenegro@fjapandi.com
☎ +506 8346 9722

Botho Steinworth, Esq.

✉ botho@fjapandi.com
☎ +506 8392 0320

G Maritime Claims Americas, San Jose (Head Office)

De Purdy Motors Paseo Colon
250 Metros al Sur
Edificio Don Bosco
San Jose, Costa Rica

☎ +506 2256 6608
☎ +506 2256 8125
☎ +506 2258 7112
☎ +506 2258 2833
☎ +506 2258 0589

Juan Carlos Rossi

✉ jcrossi@mcacr.com
☎ +506 2288 0862
☎ +506 8834 6607

Jenny Chavarria

✉ jenny@medintercr.com
☎ +506 8371 9468

Marianela Caridad

✉ marianela@mcacr.com
☎ +506 8398 5047

CROATIA

Rijeka

G Jadroagent International Shipping & Freight Agency Ltd.

Trg Ivana Koblera 2
PO Box 120
HR-51000 Rijeka, Croatia

☎ +385 51 213787
☎ +385 51 215357
🌐 www.jadroagent.hr
✉ pandi@jadroagent.hr

Capt. Goran Bonicioli

✉ pandi@jadroagent.hr
☎ +385 98 424537
📞 +385 51 515023

Havana

G Marineter S.A.

Edificio Playa Calle 12, No. 105
E/1ra y 3ra, 2d Piso
Miramar, Playa, Ciudad de la Havana,
Cuba

+53 7 204 9742
havana@marintercu.com

Capt. Felipe Montano

+53 5 285 1637
+53 7 640 4303

Oscar G. de SantaMarina

+53 5 280 6298
+53 7 209 2561

G Conabi

Palacio de la Lonja del Comercio
Lamparilla No. 2, 2nd Floor
Section J, Old Havana
Havana, Cuba

+53 7 860 8851
+53 7 860 8860
+53 7 862 2276
pandi@conabi.cu
marlene@conabi.cu

Marlene Roqueta Fernandez

marlene@conabi.cu
+535 285 6535
+53 7 209 6441

Sergio F. Rodriguez

+535 330 8283

CYPRUS

Larnaka (see Limassol, Cyprus)

Limassol

G Elias Marine Consultants Ltd.

Maximos Court, Block B
Leontios A' Ave.
3020 Limassol, Cyprus

P.O. Box 51455
3505 Limassol, Cyprus

+357 25 800800
+357 25 800999
+357 25 800801
www.eliasmarine.com
emco@eliasmarine.com

Imad A. Elias

i.elias@eliasmarine.com
+357 99 607225
+357 25 385587

Riad Karam

r.karam@eliasmarine.com
+357 99 607226
+357 25 75356

Koula Louca

k.louca@eliasmarine.com
+357 99 607297
+357 25 722234

G Hull Blyth Araouzos Ltd.

147 Chr Hadjipavlou Street
Prokymea Building
PO Box 50017
3036 Limassol, Cyprus

+357 25 362223
+357 25 506100
+357 25 747662
+357 25 374534
www.hba.com.cy
hba@hba.com.cy
shipping@hba.com.cy

Louis Loizou

+357 99 440211
+357 25 326495

Tonis Kritikos

+357 99 615669
+357 257 35173

DENMARK

Copenhagen

G P&I Scandinavia A/S

Amaliegade 43
DK-1256 Copenhagen K, Denmark

+45 33 154777
+45 33 154777
+45 33 911407
info@pandiscan.com

DJIBOUTI

Djibouti

G Inchcape/GTS Group

9-11 Rue De Geneve
PO Box 81
Djibouti, Republic Of Djibouti

+253 340118
+253 353294
www.iss-shipping.com
gts.djibouti@iss-shipping.com

Capt. Pawan Datta

pawan.datta@iss-shipping.com
+253 810787

Shaik Fareed Basha

sheik.fareed@iss-shipping.com
+253 835555

Santo Domingo

G Frederick Schad, Inc.

Jose Gabriel Garcia No. 26
PO Box 941
Colonial City
Santo Domingo, Dominican Republic

☎ +1 809 689 9377
☎ +1 809 221 8000
📠 +1 809 686 7441
📠 +1 809 688 7696
🌐 www.fschad.com
✉ mail@fschad.com

Nilda Burgos

✉ nburgos@fschad.com
☎ +1 809 223 4341
🕒 +1 809 544 0342

Frederico F. Schad

☎ +1 809 682 5362

Bryan Langley

☎ +1 809 696 1433

G E & M International Consulting, S.A.

Av. Abraham Lincoln 852,
Suite 402
Santo Domingo, Dominican Republic

☎ +1 809 732 4161
☎ +1 809 732 3697
📠 +1 809 227 1985
🌐 www.emintco.com
✉ info@emintco.com

Lludelis (Judy) Espinal LL. M.

✉ llespinal@emintco.com
☎ +1 829 961 2176
🕒 +1 809 621 8898

Vini Mella

✉ vmella@me.com
☎ +1 809 729 7000

Valeria Mella

✉ valmella@emintco.com
☎ +1 829 961 2178
🕒 +1 809 378 0012

ECUADOR

Guayaquil

G Arce & Co. P&I Correspondents

Edif. Teofilo Bucaram,
Teofilo Bucaram
Piso 4, Oficina 3
Guayaquil, Ecuador

☎ +593 4 256 0069
☎ +593 4 256 0115
✉ teresatouma@hotmail.com
✉ arceandco2@ecutel.net

✉ arceandco1@ecutel.net
✉ arceandco3@ecutel.net

Teresa Touma Abudeye

☎ +593 9 602 6220
☎ +593 8 265 4721
🕒 +593 424 10162

📧 All Messages Should Be Sent To The First
Two Email Addresses Listed Above

Manta (see Guayaquil, Ecuador)

Puerto Bolivar (see Guayaquil, Ecuador)

EGYPT

Alexandria

G Middle East Survey & Control Office

7, Saad Zaghloul Square
Alexandria, Egypt

☎ +20 3 4854001
☎ +20 3 4854002
📠 +20 3 4874435
🌐 www.mescoalex.com
✉ mesco@mescoalex.com

Ibrahim Hamza

☎ +20 12 3199155
🕒 +20 3 5842647

Tarek Mady

☎ +20 101 493 480
🕒 +20 342 40189

Rehab Farouk

☎ +20 100 916071
🕒 +20 02 03 5230168

Ashraf El Sabbagh

☎ +20 122 130799
🕒 +20 0348 43 292

L Eldib Advocates

2 Lumumba Street
PO Box 152
Alexandria, Egypt

☎ +20 3 495 0000
🕒 +20 12 2177414
📠 +20 3 495 8000
🌐 www.eldibadvocates.com
✉ mail@eldibpandi.com

Hisham Eldib

✉ hisham.eldib@eldib.com.eg
☎ +20 12 2161313
📠 +20 3 4944660

Amr Eldib

✉ amr.eldib@eldib.com.eg
☎ +20 12 2140112
📠 +20 3 3920555

Port Said

G Middle East Survey & Control Office

El Gomhoraya Street
Sarhan Tower – 1st Floor
Port Said, Egypt

☎ +20 66 3242840
☎ +20 66 3339290
✉ mesco@mescoalex.com
✉ mescopsd@mescoalex.com

Magdy Takla

☎ +20 12 331 3140
☎ +20 10 919 8827

Ibrahim Hamza

☎ +20 12 319 9155
☎ +20 10 919 8827

L Abou Ali

45 Abdel Salaam Aref Street
Alhana Bldg.
First Floor
Port Said, Egypt

☎ +20 66 3328859
☎ +20 66 3325356
☎ +20 66 3324032
✉ abouali@abouali-law.com

Ahmed G. Abou Ali

☎ +20 2 27924101
☎ +20 12 2114561
☎ +20 2 27924104

Tarek G. Abou Ali

☎ +20 66 3327184
☎ +20 12 2157937
☎ +20 2 22724523

M. Gamal Abou Ali

☎ +20 2 22900221
☎ +20 12 2157691
☎ +20 12 2154829
☎ +20 2 22908820

Khalid G. Abou Ali

☎ +20 12 2153156
☎ +20 66 3381706

Suez

L Eldib Advocates

6 El Imam El Leithy Street
Port Tawfik, 43522
Suez, Egypt

☎ +20 62 3191570
☎ +20 62 3199819
☎ +20 12 2177414
☎ +20 62 3198930
🌐 www.eldibadvocates.com
✉ suez@eldibadvocates.com

Richard Tibichrani

✉ richard.tibichrani@eldib.com.eg
☎ +20 12 3111289

Acajutla

G Cynthia Van Helden

Colonia Rasa # 2, Casa # 17
Acajutla, Sonsonate,
El Salvador, C.A.

P.O. Box No. 4
Acajutla, Sonsonate
El Salvador, C.A.

☎ +503 2452 3204
☎ +503 2452 3513

✉ murias@servimares.com
✉ vanhelden@servimares.com

Manuel Urias

☎ +503 7854 2235

Cynthia Van Helden

✉ vanhelden@servimares.com
✉ ccvhp88@hotmail.com
☎ +503 7854 5620

G MCA – El Salvador

Operations Building Cepa
First Level
Acajutla, El Salvador C.A.

☎ +503 2452 4792
☎ +503 2452 5117
✉ mcaelsalvador@navigante.com.sv
✉ mcaelsalvador@gmail.com

Milton Guillen

☎ +503 7853 4140
☎ +503 2452 3447

Guillermo Polio

☎ +503 7850 1160
☎ +503 2452 4235

Claudia Guillen

☎ +503 7987 2513
☎ +503 2452 3447

Asmara

G Multi Cargo International Trading & Services

PO Box 359
Asmara, Eritrea

☎ +291 1 201371
☎ +291 1 125715
✉ multicar@gemel.com.er

📄 In Case Of Communication Difficulties,
Contact GAC - Dubai, U.A.E.

Michael Ghebremeskel

☎ +291 1 162415
☎ +291 7 113503

Capt. Haile Ghebremichael

☎ +291 1 552915

Capt. Vikrem Menon

☎ +291 1 552002

Girma Bmane

☎ +291 1 552110

Massawa (see Asmara, Eritrea)

☎ Phone
☎ Fax

✉ Email
🌐 Web Site

🕒 After Hours
☎ Mobile

📞 24h Phone
📌 Special Notes

Tallinn

G Lars Krogius Baltic Ltd.

Ahtri 12
Wtct 2nd Floor
10151 Tallinn
Republic Of Estonia

☎ +372 6 116620

☎ +372 6 116621

☎ +372 6 116685

🌐 www.krogius.com

✉ estonia@krogius.com

Sirje Lubi

☎ +372 5 014774

Kaupo Puvi

☎ +372 505 8299

Igor Golovin

☎ +372 534 96960

FINLAND

Helsinki

G Oy Lars Krogius Ab

Sornaisten Rantatie 25 A
00500 Helsinki, Finland

☎ +358 9 4763 6300

☎ +358 9 4763 6363

🌐 www.krogius.com

✉ finland@krogius.com

Rolf Lundell

✉ rolf.lundell@krogius.com

☎ +358 50 518 7613

Helena Heikkinen

✉ helena.heikkinen@krogius.com

Kari Laakso

✉ kari.laakso@krogius.com

☎ +358 400 818 314

FRANCE

Bordeaux

G Hi. Mallet & Cie

447 Boulevard Alfred-Daney
33075 Bordeaux Cedex, France

☎ +33 5 5757 3333

☎ +33 5 5757 3318

✉ general@mallet-pandi.com

📞 EMERGENCY LINE: +33 5 5757 3357

Frans Voogt

☎ +33 6 0992 1909

Jean-Jacques Alujas

☎ +33 6 0930 0373

Dunkirk

G Coquelle Gourdin S.A.

1/7 Place De La Republique
59140 Dunkerque, France

☎ +33 328 666665

☎ +33 320 685155

🌐 www.coquelle.fr

✉ agency.dkk@feron.fr

Jerome Planckeel

☎ +33 60 7915462

Serge Pierre

☎ +33 6 0701 5743

La Pallice (see La Rochelle, France)

La Rochelle

G McLeans SA

106, Bd Emile Delmas
PO Box 2038
17009 La Rochelle, Cedex, France

☎ +33 5 4642 8537

☎ +33 5 4642 8538

✉ larochelle@mcleans.fr

Virginie Ringeard

☎ +33 6 8000 8744

Philippe Garo

☎ +33 6 0779 2028

Emmanuelle Genin

☎ +33 676 133111

Le Havre

G Christian Boutigny & Co.

55 Rue du Pont VI
76600 Le Havre, France

☎ +33 2 3543 3477

☎ +33 2 3521 3303

✉ cboutigny@boutigny.fr

Christian Boutigny

☎ +33 2 3520 6501

☎ +33 6 0854 5134

J. Bigot

☎ +33 2 3555 8592

☎ +33 6 6271 8592

G Normandy P&I Services

5, Place Leon Meyer
76600 Le Havre, France

☎ +33 2 3542 3014

☎ +33 2 3542 3014

✉ pandi@lh.normandyclaims.fr

Brigitte Laumier

☎ +33 6 0716 5113

Elsie Duquennoy

☎ +33 67 945 3874

Marseille

G European Transport & Insurance Consultants – ETIC

B.P. 1 F-13467
Marseille, Cedex 16 France

Port de Saumaty,
Chemin du Littoral
F-13016, Marseille, France

☎ +33 495 061192
📠 +33 491 462028
🌐 www.etic-sas.com
✉ contact@eticmar.com

Graham Ashley

📠 +33 616 962837
📞 +33 442 226912

Alain Dalmas

📠 +33 616 962836
📞 +33 491 594036

Frank Benham

📠 +33 616 962849
📞 +33 491 482323

Mathieu Constantini

📠 +33 6128 82615

Emmanuelle Wallis

📠 +33 611 88 11 87

G Eltvedt & O'Sullivan

Les Docks Atrium 10.8
13002 Marseille, France

☎ +33 491 140460
📠 +33 491 561281
🌐 www.eltvedtosullivan.com
✉ mail@eltvedtosullivan.com

Dermot O'Sullivan

✉ dosullivan@eltvedtosullivan.com
📠 +33 603 690323
📞 +33 442 966280
📠 +33 442 234648

Diane Boularot

✉ dboularot@eltvedtosullivan.com
📠 +33 609 580697
📞 +33 442 723843
📠 +33 442 723843

Sabine Lions

📠 +33 615 406848

Capt. Ralph Godfrey

📠 +33 613 621389

L BUDD SA

7 Rue Bailli De Suffren
13001 Marseille
France

☎ +33 491 33 5833
📞 +33 491 33 5833
📠 +33 491 33 1331
📠 +33 491 33 3653
🌐 www.budd-pni.com
✉ general.marseille@budd-pni.com

Sarah Wright-Lawson

✉ sarah.wright-lawson@budd-pni.com
📠 +33 608 10 9949
📞 +33 491 79 1083

Jean-Pierre Perillat

✉ jean.pierre@budd-pni.com
📠 +33 611 11 2785

Janine Brun-Besnard

✉ janine.brun-besnard@budd-pni.com
📠 +33 662 72 7189
📞 +33 491 37 8965

Baudouin Piraux

✉ baudouin.piraux@budd-pni.com
📠 +33 673 57 8869

Montoir (see Nantes, France)

Nantes

G Brittany P&I Services

5bis bd de Verdun
44600 Saint-Nazaire, France

☎ +33 240 225787
📠 +33 240 225788
✉ info@britclaims.fr

Virginie Ringear

📠 +33 680 008744

Emmanuelle Genin

📠 +33 676 133311

Paris

G McLeans (Paris)

89 Boulevard de Sebastopol
75002 Paris, France

☎ +33 1 4039 9293
📠 +33 1 4039 9392
✉ info@mcleans.fr

Philippe Garo

✉ phgaro@mcleans.fr
📠 +33 6 0779 2028
📞 +33 494 072466

Alan Mclean

✉ amclean@mcleans.fr
📠 +33 6 1434 9860

Tania Mauduit

✉ tmauduit@mcleans.fr
📠 +33 6 800 30402

☎ Phone
📠 Fax

✉ Email
🌐 Web Site

🕒 After Hours
📱 Mobile

📞 24h Phone
! Special Notes

Rouen

G Normandy P&I Services

255 Chemin De Croisset
76000 Rouen
France

+33 232 085320

+33 232 085320

+33 232 085329

pandi@ro.normandyclaims.fr

Brigitte Laumier

+33 607 165113

Elise Duquennoy

+33 679 453874

Saint Nazaire (see Nantes, France)

French Polynesia (see Tahiti)

GABON

Libreville

G Africa P&I Gabon

BP 14665
Libreville, Gabon

+241 04 15 13 93

+241 05 17 32 22

gabon@africapandi.com

In Case Of Communication Difficulties,
Contact E.T.I.C. Marseille

Gilbert Nguimbis

+241-04-15-13-93

+241-05 17 32 22

G BUDD Gabon c/o Bam Gabon

Rond Point D'Awendje
BP 12591
Libreville, Gabon

+241 05 34 93 46

+241 05 74 09 08

www.budd-pni.com

andre.biyong@budd-pni.com

budd.gabon@yahoo.fr

Copy All Emails To:
general.marseille@budd-pni.com.
In Case Of Communication Difficulties,
Contact Budd Marseille:
Tel: +(33) 491 33 58 33,
Fax: +(33) 491 33 13 31

Andre M. Biyong

andre.biyong@budd-pni.com

budd.gabon@yahoo.fr

+241 07 53 59 15

Gertrude Stella Mpollo

gertrude.stella@budd-pni.com

+241 07 53 37 74

Banjul

G Africa P&I

Hagan Street No. 89
Banjul, Gambia

+220 75 82 749

gambia@africapandi.com

All Correspondence To Be Sent To The
Senegal Office. Communication Difficulties:
See E.T.I.C. Marseille

Mamadou Cama

+220 75 82 749

G TCI (Africa)

43, Buckle Street
PO Box 1714
Banjul, Gambia

+220 422 5895

+220 422 4733

+220 422 9347

interstate@gamtel.gm

In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvedt
& O'Sullivan Marseille. Always Copy
In TCI Dakar (Who Manages This Office)
tciafrdk@orange.sn

B. Sagnia

+220 996 1144

+220 776 1144

+220 446 0944

+220 446 3559

GEORGIA , REPUBLIC OF

Batumi

G Vitsan Interservices Ltd.

Gogebashvili Street, No. 32/14
384500 Batumi – Georgia

+99 522 276153

+99 522 276154

tariel-k@hotmail.com

All Communications Via Vitsan Mumessillik
Ve Ticaret-Istanbul, Turkey

Tariel Kirtskhalia

tariel-k@hotmail.com

+99 599 913667

+99 522 270154

Bremen

G Pandi Services J&K Brons GmbH

Otto-Lilienthal-Strasse 29
D-28199 Bremen, Germany

☎ +49 421 3088870
📠 +49 421 3088732
🌐 www.pandi.de
✉ corresp@pandi.de
✉ finance@pandi.de

Rolf J. Hermes

📠 +49 171 885 7940
📞 +49 421 6028534
📠 +49 421 6028535

Hans J. Schmude

📠 +49 171 885 7941
📞 +49 4206 7975
📠 +49 4206 29 8127

Ulrich Thalmann

📠 +49 171 885 7942
📞 +49 422 13153

Emden

G Y&B Brons

Nesserlander Strasse 5
P.O. Box 1229
26692 Emden, Germany

☎ +49 4921 20177
📠 +49 4921 33107
✉ yb@brons.de

Dr. Claas Brons

📠 +49 170 476 1023
📞 +49 4921 25920

Hamburg

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

Bei dem Neuen Krahn 2
20457 Hamburg, Germany

☎ +49 40 374886 0
+49 172 911 4994
📠 +49 40 374886 43
📠 +49 40 374886 44
🌐 www.cwbrons.de
✉ info@cwbrons.de

Claas-Henning Brons

📠 +49 171 213 1135
📞 +49 4183 975872

Jan-Wessel Brons

📠 +49 160 944 20292
📞 +49 4183 777 8690

Matthias Bimschas

📞 +49 40 3609 0163

Gunnar Neubauer

📞 +49 40 4118 4502

G ICA Hamburg GmbH

Poststrasse 33
20354 Hamburg, Germany

☎ +49 40 3552090
📞 +49 40 3552 0911
📞 +49 40 3552 0922
📠 +49 40 3508580
✉ ica@ica-ham.de

Bernd Wessel

✉ b.wessel@ica-ham.de
📠 +49 160 90570696

A. Nitschke

✉ a.nitschke@ica-ham.de
📠 +49 160 5574494

Kiel

G Sartori & Berger GmbH & Co. KG

Wall 47/51,
D-24103 Kiel, Germany

☎ +49 431 9810 5
📠 +49 431 96108
🌐 www.sartori-berger.de
✉ mail@sartori-berger.de

Volker Schwampe

✉ v.schwampe@sartori-berger.de
📠 +49 171 407 1178
📠 +49 4346 36024

Michael Hartmann

✉ m.hartmann@sartori-berger.de
📠 +49 431 1220491
📠 +49 171 430 7033

Jürgen Funck

✉ j.funck@sartori-berger.de
📠 +49 171 4146028

Rostock

G Pandi Services J&K Brons GmbH

Bleicherstrasse 5
D-18055 Rostock, Germany

☎ +49 381 491 0917
📠 +49 381 491 0919
🌐 www.pandi.de
✉ corresp@pandi.de

Siegfried Kamradt

📠 +49 171 416 1996
📞 +49 382 037903
📠 +49 382 037930

Rolf J. Hermes

📠 +49 421 6028534
📠 +49 171 8857940
📠 +49 421 6028535

Wilhelmshaven (see Emden)

Takoradi

G Africa P&I Takoradi

Harbour View Building
PO Box 695
Takoradi, Ghana

+233 31 23704
+233 31 91621
ghana@africapandi.com

Daniel Amissah

+233 244 284 374

G Wiltex Ltd.

PO Box 1936
Axim Road
Takoradi, Ghana
H. No. WR73
Around Harbour Fire Service No. 8
Axim Road
Takoradi, Ghana

+233 3120 23736
+233 3120 24858
www.wiltexghana.com
wiltexk@4u.com.gh

T.M. Appiah

+233 20 8115703

A.K. Assifuah

+233 20 8115745

F. Arthur

+233 244 478836

Tema

G Africa P&I Tema

Commercial Warehouse Area
PO Box Co 3191
Tema, Ghana

+233 22 206117
+233 22 206559
ghana@africapandi.com
contact@africapandighana.com.gh

Richard Owu

+233 244 377 929

Daniel Smith

+233 243 509701
+233 243 301007

In Case of Communication Difficulties,
Contact E.T.I.C. Marseille

G Wiltex Ltd.

Greenwich Tower House T/P 75
1st floor, Room 6, Harbor Area
Tema, Ghana

+233 303 202183
+233 303 206540
www.wiltexghana.com
wiltex@4u.com.gh

T.M. Appiah

+233 20 8115703

A.K. Assifuah

+233 20 8115745

J.A. Blay

+233 20 8115741

GIBRALTAR

Gibraltar

G Smith, Imossi & Co., Ltd.

PO Box 185
47 Irish Town
Gibraltar

+350 200 78353
+350 200 78644
+350 200 78646
+350 200 72514
www.smithimossi.com
lloydsagent@smith-imossi.gi

Paul Imossi

+350 200 42403
+350 538 35000

Gina Beltran

+350 200 46447
+350 562 77000

DUTY MOBILE LINE: +350 583 44000

Piraeus

G Shipowners Claims Bureau (Hellas) Inc.

51 Akti Miaouli – 4th Floor
Piraeus 185 36 Greece

☎ +30 210 429 4990/3 (4 LINES)
📠 +30 210 429 4187
📠 +30 210 429 4188
✉ claims@scb-hellas.com

📄 See details set out in the Board of Directors and Management section at the front of this book for after-hours information

Thessaloniki

G John Nicholas Gervassis

2 Aktaiou Street
54248 Thessaloniki, Greece

P.O. Box 10896
54110 Thessaloniki, Greece

☎ +30 2310 325318
📠 +30 2310 325318
✉ gervassis@otenet.gr

John Gervassis

✉ gervassis@otenet.gr
📠 +30 694437 1291
🕒 +30 23920 63011

G Iso L. Molho & Co. - Dr. H.V. Kakamoukas & Associates

22 M. Alexandrou Street
Pylea – 555 35 Thessaloniki, Greece

☎ +30 2310 543081
📠 +30 2310 530713
✉ thesmo@tee.gr

Harry Kakamoukas

✉ thesmo@tee.gr
📠 +30 6944 275821
🕒 +30 2310 307417

Simos Hatzistavrou

✉ hadjisimos@gmail.gr
📠 +30 6937 131045
🕒 +30 2392 066135

Pointe-A-Pitre

G Philippe Petrelluzzi

2, Rue Jean Jaures
97110 Pointe-A-Pitre, Guadeloupe

☎ +590 590 910590
📠 +590 590 825928
✉ sgtm@wanadoo.fr

Philippe Petrelluzzi

📠 +590 690 579769

Luc Petrelluzzi

📠 +590 690 357023

Hagatna

L Carlsmith Ball, LLP

134 W. Soledad Avenue
Bank Of Hawaii Building, Suite 401
PO Box BF
Hagatna, Guam 96932

☎ +1 671 472 6813
📠 +1 671 477 4375

Elyze McDonald

✉ ejm@carlsmith.com
📠 +1 671 488 8071

Meredith M. Sayre

✉ msayre@carlsmith.com
📠 +1 671 488 6071

Guatemala City

G Corporacion Pimar

6A Avenida 4-29, Zona 10
Oficina 5-B, Torre 1
Edificio Bouganvilia
Guatemala City, Guatemala C.A. 01010

☎ +502 2255 0503
📠 +502 2255 0513
🌐 www.corporacionpimar.com
✉ general@corporacionpimar.com

Rosa Judith V. Gutierrez

✉ rjgutierrez@corporacionpimar.com
📠 +502 5528 2357

Jorge A. Rivas

✉ lic.jorgerivas@corporacionpimar.com
📠 +502 5783 6121

Jose R. Rivas

✉ joserivas@corporacionpimar.com
📠 +502 5918 2866

G Lord SA

14 Avenida 6-22, Zona 14
Guatemala City, Guatemala

☎ +502 23 632600
☎ +502 23 336959
📠 +502 23 673579
✉ lord@guate.net.gt
✉ mcaguatemala@guate.net.gt

F. Lorenzana

📠 +502 23 337472
📠 +502 5202 1267
📠 +502 23 673579

K. Lorenzana

📠 +502 23 337472
📠 +502 5201 0944
📠 +502 23 673579

Conakry

G BUDD SA

BP 4259,
Conakry, Guinea

☎ +224 30 415470

☎ +224 30 414575

☎ +224 30 412459

🌐 www.budd-pni.com

✉ budd.guinee-conakry@budd-pni.com

📄 Copy All Emails To:
general.marseille@budd-pni.com.
In Case Of Communication Difficulties,
Contact Budd Marseille:
Tel: +(33) 491 33 58 33,
Fax +(33) 491 33 13 31

Fode Mario Camara

✉ fode-mario.camara@budd-pni.com

☎ +224 60 255834

📞 +224 64 209311

Aboubacar Mansare

☎ +224 60 472872

📞 +224 62 435672

G ATIC/Africa P&I Guinea

Immeuble Jocardeaux
Almaya C/Kaloum
Conakry, Guinea

☎ +224 62 554706

✉ aticafricaguinee@yahoo.com

📄 Send Copies Of All Emails To:
contact@eticmar.com. In Case Of
Communication Difficulties, Contact ETIC
SAS Marseille: Tel: +(33) 495 061 192

Ibrahima Diallo Poredaka

☎ +224 60 347406

☎ +224 64 586712

Boubacar Mane

☎ +224 60 541486

☎ +224 64 407765

GUINEA-BISSAU

Bissau

G Africa P&I/Anka Shipping Ltda.

Rua 4, Porta 5, CP 516
Bissau Codex, Guinea Bissau

☎ +245 320 7454

☎ +245 320 7454

✉ afrikapandi@gmail.com

✉ guineabissau@afrikapandi.com

📄 In Case Of Communication Difficulties:
See ETIC Marseille

Djibril Balde

☎ +245 663 9812

Naquida

☎ +245 675 1911

G BUDD c/o Africargo Bissau Lda.

Rua 4 No. 11 Apt. 735
1021 Bissau Codex, Guinea Bissau

☎ +245 321 2986

☎ +245 321 2987

☎ +245 321 2988

☎ +245 320 1682

✉ budd.guinea-bissau@budd-pni.com

✉ general.marseille@budd-pni.com

📄 In Case Of Communication Difficulties, Con-
tact Budd Marseille at Tel: +33 491 33 5833
or Email: general.marseille@budd-pni.com

Fode Mario Camara

✉ fode-mario.camara@budd-pni.com

☎ +224 60 255834

☎ +224 64 209311

Domingos Carvalho Alvarenga

✉ alvarenga.domingos@budd-pni.com

✉ alvarengac@eguitel.com

☎ +224 60 25 5834

☎ +224 064 20 9311

GUYANA

Georgetown

G Guyana National Shipping Corporation Ltd.

5-9 Lombard Street, La Penitence
PO Box 10447
Georgetown, Guyana

☎ +592 22 68896

☎ +592 22 53815

☎ +592 22 50849

🌐 www.gnsc.com

E. Oudkerk

✉ oudkerk@gnsc.com

☎ +592 624 0321

📞 +592 22 51204

G Cariconsult Guyana Inc.

Lot 1 Croal Street
Georgetown, Guyana

75 Sixth Street
Alberttown, Guyana

☎ +592 231 8135

☎ +246 231 2196

☎ +592 226 3960

🌐 www.steers.com.bb

✉ cconsult@caribsurf.com

James Henderson

☎ +592 626 6709

Port Au Prince

G Antoine Hogarth

Rue Assad No. 1, Turgeau
PO Box 1255
Port Au Prince, Haiti

+509 2244 2992
+509 2244 4272
+509 2244 5880
ahogarthsa@aol.com

Antoine Hogarth

anthogarth@acn2.net
+509 3358 0192

Maurice Hogarth

+509 3464 3333
+509 558 0192

Marielyn Hogarth

+509 3701 6668
+509 3647 6401

Puerto Cortes

G Maritime Claims – Americas, Inc.

PO Box 13
Puerto Cortes, Honduras, C.A.

+504 2665 0129
+504 2665 0287

+504 2665 0753
+504 2665 0067
mcahonduras@yahoo.com

Eva Guzman

+504 2553 7193
+504 9990 4540

San Pedro Sula (see Puerto Cortes, Honduras)

Tegucigalpa (see Puerto Cortes, Honduras)

Hong Kong

G Inchcape Shipping Services (HK) Ltd.

Units 1802-1805, 18th Floor
No. 3 Lockhard Road
Wanchai, Hong Kong

+852 2786 1155
+852 2741 4422
ssdhk@iss-shipping.com

K.C. Cheung

+852 2746 7322
+852 9306 2301

Sunny Chan

+852 2884 1109
+852 9192 6227

L Keesal, Young & Logan, LLP

1603 The Centre Mark
287 Queen's Road Central
Hong Kong

+852 2854 1718
+852 2541 6189
www.kyl.com

Jon W. Zinke

jzinke@kyl.com.hk
+852 9435 2352
+852 2526 8156

L Holman Fenwick Willan

15th Floor, Tower One
Lippo Centre, 89 Queensway
Hong Kong

+852 3983 7788
+852 2877 8110
www.hfw.com
mail@hfw.com.hk

Paul Hatzer

paul.hatzer@hfw.com
+852 9386 9747

George Lamplough

george.lamplough@hfw.com
+852 9194 6581

Patrick Yeung

patrick.yeung@hfw.com
+852 9193 3238

Reykjavik

L Valgard Briem & Gardar Briem Law Office

17, Soleyjargata
101 Reykjavik, Iceland

+354 517 3200
+354 517 3201
gardarbriem@logsol.is

Gardar Briem

+354 853 0785
+354 893 0785
+354 561 1448

Valgard Briem

+354 852 5537
+354 551 0176

Calcutta

G James Mackintosh & Co. Pvt. Ltd.

Om Tower, Suite 508, 5th Floor
32, Chowringhee Road
Calcutta 700 071, India

+91 33 2217 1686
+91 33 2217 1687
+91 33 2217 0116

www.jamesmackintosh.com
claims.cal@jamesmackintosh.com

Sanjib Chakraborty

schakraborty.cal@jamesmackintosh.com
+91 98 3002 4510
+91 33 6451 0609

Calcutta (continued)

L Sandersons & Morgans
 Royal Insurance Buildings
 5, Netaji Subhas Road
 Calcutta 700 001, India

☎ +91 33 2248 2644
 ☎ +91 33 2248 2648
 🌐 www.business.vsnl.com/sandersons
 ✉ sandrson@vsnl.com

C.R. Addy
 ☎ +91 33 2479 8208

P.K. Dutt
 ☎ +91 33 2241 6540
 ☎ +91 33 2241 6705

P. Ghosh
 ☎ +91 33 2468 7135

Chennai (Madras)

G James Mackintosh & Co. Pvt. Ltd.
 TCR Regency Building, Flat A,
 Ground Floor
 No. 10, Judge Jumbulingam Road
 Mylapore, Chennai
 600 004, India

☎ +91 44 2847 3591
 ☎ +91 44 2847 5871
 🌐 +91 44 2847 3590
 ✉ claims.chen@jamesmackintosh.com

D.K. Murali Rao
 ✉ muralirao@jamesmackintosh.com
 ☎ +91 98 4007 5293
 📞 +91 44 2229 3838

R. Krishnamurthy
 ✉ krishnamurthy@jamesmackintosh.com
 ☎ +91 98 400 97205

M.S. Jayachandran
 ✉ msj@jamesmackintosh.com
 ☎ +91 96 000 78333

L King & Partridge
 Catholic Centre – 2nd Floor
 No. 108 Armenian Street
 Chennai 600 001, India

☎ +91 44 2538 9691
 ☎ +91 44 2538 9721
 🌐 +91 41 2538 2101
 🌐 +91 41 2536 7436
 🌐 www.kingandpartridge.org
 ✉ kingpat@mad4.vsnl.net.in

P. Ranganatha Reddy
 ☎ +91 98 4042 3575

R. Prem Kumar
 ☎ +91 98 4017 0362

Jose John
 ☎ +91 98 4008 3387

C. Mohan
 ☎ +91 98 4002 9865

Cochin

G John Keells Logistics India Pvt. Ltd.
 24/492 (G-4) Kinship Building
 Marar Road
 Willingdon Island
 Cochin 682003
 Kerala, India

☎ +91 484 266 6073
 ☎ +91 484 266 6449
 🌐 +91 484 266 8049
 🌐 www.keells.com
 ✉ pni.cok@keellslogistics.com

G.S. Mahesh
 ✉ maheshg@keellslogistics.com
 ☎ +91 994 706 6614
 📞 +91 484 221 8907

Chaminda Hewamallika
 ✉ chaminda@keellslogistics.com
 ☎ +91 900 439 8824

G James Mackintosh & Co. Pvt. Ltd.
 Darragh Smail Centre, 2nd Floor
 5th Cross Road
 Willingdon Island
 Cochin 682 003 India

☎ +91 484 266 7813
 🌐 +91 484 266 7814
 🌐 www.jamesmackintosh.com
 ✉ cochin@jamesmackintosh.com

Robert William
 ✉ rwilliam.cok@jamesmackintosh.com
 ☎ +91 944 715 0427
 📞 +91 484 275 0427

Mangalore

G James Mackintosh & Co. Pvt. Ltd.
 Pam Arcade
 2nd Floor, Kottara,
 Mangalore 575 006 India

☎ +91 824 245 1312
 ☎ +91 824 245 1311
 🌐 +91 824 221 3162
 ✉ mgl@jamesmackintosh.com

Nityanand Pai
 ✉ npai@jamesmackintosh.com
 ☎ +91 97 417 01425

Mumbai (Bombay)

G James Mackintosh & Co. Pvt. Ltd.

PO Box 123
Darabshaw House
Shoorji Vallabhdas Marg,
Ballard Estate
Mumbai 400 001 India

☎ +91 22 6638 3535
☎ +91 22 2261 0161
☎ +91 22 2261 5725
✉ p&i@jamesmackintosh.com

Farokh Commissariat

✉ fcommissariat@jamesmackintosh.com
☎ +91 98 2004 4781
☎ +91 22 2352 4883

George Jacob

✉ gjacob@jamesmackintosh.com
☎ +91 98 2007 6119
☎ +91 250 238 1382

Sunil D'Souza

✉ sdsouza@jamesmackintosh.com
☎ +91 98 2045 1713
☎ +91 250 2382 941

Joe Varghese

✉ jvarghese@jamesmackintosh.com
☎ +91 93 2490 4873

New Delhi

G James Mackintosh & Co. Pvt. Ltd.

GF-1 & 2, Ram Pratap House
4 - Local Shopping Centre 42 Kalkaji
New Delhi 110 019, India

☎ +91 11 2621 6065
☎ +91 11 2622 6735

☎ +91 11 2622 5096
✉ raman.del@jamesmackintosh.com

V. Ramanarayanan

✉ raman.del@jamesmackintosh.com
☎ +91 98 1013 8740
☎ +91 11 2643 8001

INDONESIA

Jakarta

G PT Andhika GAC

Wisma Staco – 2nd Floor, Suite 201
Jl Casablanca, Kav. 18
Jakarta 12870
Indonesia

☎ +62 21 831 1000
☎ +62 21 831 1001
☎ www.gacworld.com
✉ shipping.indonesia@gacworld.com

Leonora Febriany

✉ leonora.febriany@gac.com
☎ +62 813 88000135

Johny Gultom

✉ johny.gultom@gac.com
☎ +62 811 9700084

Abdul Latheef

✉ abdul.latheef@gac.com
☎ +62 811 166 4230

G P.T. Polynesia Bhakti

Jl. Menteng Atas Selatan II No. 3
Jakarta 12960, Indonesia

☎ +62 21 837 90454
☎ +62 21 837 09741
☎ +62 21 837 80116
✉ polyba@rad.net.id
✉ slamet.g@dnet.net.id

Slamet Gijarto

☎ +62 81 811 2350
☎ +62 21 829 8409

Mr. Soedarjanto

☎ +62 81 187 3261
☎ +62 21 820 3330

Padmo Sardjono

☎ +62 81 183 458

IRAN

Tehran

G Sea Pars Shipping Services Ltd.

No. 9, 35th Street
Alvand Avenue, Argentine Square
15166 Tehran, Islamic Republic of Iran

☎ +98 21 88771342/3/4/5
☎ +98 21 88771938
✉ info@seapars.com

Mohammed Rahim Rounghi

☎ +98 921 1267155
☎ +98 21 88790467

Mashaallah Ghasemi

☎ +98 912 1266894
☎ +98 21 22402756

IRAQ

Baghdad

G Sadiq Jaafar and Associates

Al Mansour, Amirat Street
Dist. 601, Rd. 12, Bldg. 57
P.O. Box Al Yarmouk 15032
Baghdad, Iraq

☎ +964 1 541 3829
☎ +964 1 542 4876
☎ +964 1 543 9781
☎ +964 1 541 3101
✉ sadiq_ishe1937@yahoo.co.uk
✉ kms_1944@yahoo.com

Sadiq Jaafar

☎ +964 7903 195278
☎ +962 7966 55175

Balsam Al Jashamy

☎ +964 780 7426639

Hanaa Al Baghdadi

☎ +964 7901 302242

Basrah

G Jabbar Q. Hassan

46, Kora Cornesh Street
PO Box 787
Basrah, Iraq

☎ +964 40 614843
☎ +964 40 613682

✉ hassan_basrah@yahoo.com
☎ +964 780 100 0916
☎ +964 770 312 7770

J.Q. Hassan

☎ +964 40 611598

G Sadiq Jaafar and Associates

See Baghdad, Iraq for details.

Dublin

G P&I Shipping Services Ltd.

4 St. Columbas Rise
Swords
Co Dublin, Republic of Ireland

☎ +353 1 8132606
☎ +353 1 8132607

Sean O'Reilly

✉ sor@sealaw.ie
☎ +353 1 8402828
☎ +353 87 2043411

Monica O'Reilly

☎ +353 1 8402828
☎ +353 87 6118993

Ashdod

G M. Dizengoff & Co.,
P & I Representatives Ltd.

PO Box 4092, Port Area
Ashdod 77190, Israel

☎ +972 8 856 5779
☎ +972 8 856 4931

☎ www.dizrep.com
✉ ash@dizrep.co.il

Aaron Toledano

✉ ash@dizrep.co.il
☎ +972 50 774 9259
☎ +972 8 855 6055

Eilat

G M. Dizengoff & Co.,
P & I Representatives Ltd.

PO Box 11
Eilat 88100, Israel

☎ +972 4 867 3715
☎ +972 4 867 8796
☎ www.dizrep.com
✉ mail@dizrep.co.il

Shimon Ziv

✉ ziv@dizrep.co.il
☎ +972 50 523 1815

Haifa

G M. Dizengoff & Co.
P & I Representatives Ltd.

Pal-Yam St 2
City Windows Center / Oren Bldg.
Haifa, 33095 Israel

☎ +972 4 867 3715
☎ +972 4 867 7584
☎ +972 4 867 8796
☎ +972 4 864 3552
☎ www.dizrep.com
✉ mail@dizrep.co.il

Shimon Ziv

✉ ziv@dizrep.co.il
☎ +972 50 523 1815
☎ +972 4 822 9557

Ariel Zisman

✉ ariel@dizrep.co.il
☎ +972 50 320 0165
☎ +972 4 987 0823

Stefan Levin

✉ stephan@dizrep.co.il
☎ +972 52 808 1568
☎ +972 4 825 5040

Itai Ziv

✉ itai@dizrep.co.il
☎ +972 52 488 7881

Ancona

G Hugo Trumpy

Piazza Santa Maria 2
60121 Ancona, Italy

☎ +39 071 2270421
☎ +39 071 2270420
✉ ancona@hugotrumpy.it

Roberto Spinsanti

☎ +39 348 8906893

G Mauro Consultants

Via Primo Maggio, 150/B
1-69131 Ancona, Italy

☎ +39 071 286 8083
☎ +39 071 250 9914
☎ www.mauroconsultants.it
✉ info@mauroconsultants.it
✉ slmmra@tin.it

Maurizio Mauro

✉ maurizio.mauro@maurolawyer.it
☎ +39 348 560 0688

Loredana Innocenti

✉ loredana@mauroconsultants.it
☎ +39 338 299 9835

Marco Guglielmino

☎ +39 347 596 0737

Augusta (see Messina, Italy)

☎ Phone
☎ Fax

✉ Email
☎ Web Site

☎ After Hours
☎ Mobile

☎ 24h Phone
! Special Notes

Bari

G Nicola Girone S.R.L.

Via Massaua, 1/E
Bari, Italy 70132

☎ +39 080 5341736
☎ +39 080 5340399
☎ +39 080 5341786
☎ +39 080 5340119
🌐 www.nicolagirone.com
✉ gironeba@tin.it

Capt. G. De Tullio

☎ +39 335 5324141

Capt. F.P. Bavaro

☎ +39 333 2559509
☎ +39 080 631384

Brindisi

G Il Capitano Cargo Control SRL

53, Corso Garibaldi
72100 Brindisi, Italy

☎ +39 0831 529612
☎ +39 0831 211369
✉ studio.ilcapitano@tiscalinet.it

Capt. Francesco Scagliarini

☎ +39 336 825000
☎ +39 0831 564062

Luca Scagliarini

☎ +39 346 5867881
☎ +39 0831 411294

Cosimo Ciraci

☎ +39 340 7867137
☎ +39 0831 501692

Cagliari

G Sarpandi S.R.L.

Via Canelles 30
09124 Cagliari, Sardinia, Italy

☎ +39 070 666022
☎ +39 070 664008
✉ sarpandi@tin.it

Capt. Vincenzo Scotti

☎ +39 348 2249352
☎ +39 070 656076

M. Grazia Asquer

☎ +39 337 604434

Genoa

G Ferpandi S.R.L.

Viale San Bartolomeo
Degli Armeni 5
16122 Genoa, Italy

☎ +39 010 8333301
☎ +39 335 7942297
☎ +39 010 8317006
🌐 www.ferpandi.com
✉ ferpandi@ferpandi.com

Fabrizio Pescaglia

✉ pescaglia@ferpandi.com
☎ +39 335 1258507

Stefano Galleano

✉ galleano@ferpandi.com
☎ +39 335 6409444

Massimiliano Villa

✉ villa@ferpandi.com
☎ +39 347 3497211

Antonio Talarico

✉ talarico@ferpandi.com
☎ +39 335 6409443

G Hugo Trumpy S.R.L.

10, Via San Siro
16124 Genoa, Italy

PO Box 81467, Ge14
16124 Genoa, Italy

☎ +39 010 2494264
☎ +39 010 2494265
☎ +39 010 2494282
☎ +39 010 2494311
🌐 www.hugotrumpy.it
✉ htpondi@hugotrumpy.it

G. Reggio

✉ gr.pandi@hugotrumpy.it
☎ +39 010 3200779
☎ +39 335 8318035

R. Sannino

✉ rs.pandi@hugotrumpy.it
☎ +39 335 7407557

Gioia Tauro (see Messina, Italy)

La Spezia

G Ferpandi c/o Mr. Enrico Marzaroli

Centro Direzionale Portuale
Viale San Bartolomeo, 20
19126 La Spezia, Italy

☎ +39 0187 280311
☎ +39 335 794 2297
☎ +39 0187 569095
✉ laspezia@ferpandi.com

Enrico Mazaroli

☎ +39 335 6904860

Antonio Talarico

✉ talarico@ferpandi.com
☎ +39 335 6409443

Fabrizio Pescaglia

✉ pescaglia@ferpandi.com
☎ +39 335 1258507

La Spezia (continued)

G Hugo Trumpy S.R.L.

Viale San Bartolomeo 20
P.O. Box 371
19126 La Spezia, Italy

+39 0187 5511
+39 0187 551301

E. Pensa

e.pensa@lardon.com
+39 348 7676725
+39 0187 733883

E. Troiani

e.troiani@lardon.com
+39 348 7677361

Leghorn

G Hugo Trumpy S.R.L.

Viale Italia 183
57127 Livorno (Leghorn), Italy

+39 0586 814758
+39 010 2494 264
+39 0586 814758
+39 010 2494 282
htpandi@hugotrumpy.it

Giusto D'Ulivo

gd.livorno@hugotrumpy.it
+39 335 219574

Claudio Perone

cp.livorno@hugotrumpy.it
+39 335 219602
+39 0586 853410

Natale Cinquegrani

nc.livorno@hugotrumpy.it
+39 335 7407556

Tommaso Perone

tp.livorno@hugotrumpy.it
+39 335 219664
+39 0586 853410

Messina

G S.W. Garbutt & Son Sas

Corso Garibaldi 267/a
98122 Messina, Italy

+39 090 46977
+39 347 3304042
+39 090 51012
www.carboymessina.com
garbutt@carboymessina.com

Stephen Garbutt

+39 347 6854837
+39 090 393034

Capt. Blandina

+39 348 6500891
+39 090 59322

Naples

G Ferpandi S.R.L.

Piazza Municipio 84
80133 Naples, Italy

+39 081 551 4853
+39 081 551 1617
napoli@ferpandi.com

Fabrizio Pescaglia

pescaglia@ferpandi.com
+39 335 125 8507

Stefano Galleano

galleano@ferpandi.com
+39 335 640 9444

Massimiliano Bet

bet@ferpandi.com
+39 331 686 2152

Antonio Talarico

talarico@ferpandi.com
+39 335 640 9443

G Hugo Trumpy

Piazza De Stazione Maritima
Interno Porto
80133 Naples, Italy

+39 081 551 2211
+39 081 551 2947
napoli@hugotrumpy.it

Lars Klingenberg

+39 348 380 6848
+39 081 668 423

R. Marcucci

+39 348 373 8714

Palermo

G Tagliavia & Co. S.R.L.

Via Emerico Amari 8
90139 Palermo, Italy

+39 091 587377
+39 091 587377
+39 091 322435
www.tagliaviapandi.it
info@tagliaviapandi.it
Covering All Sicilian And Calabrian Ports

Ann Rowell

ann.rowell@tagliaviapandi.it
+39 091 8694467
+39 348 6017621

Gaetano Tagliavia

+39 091 451772
+39 348 6017625

Capt. Cosimo Guida

+39 348 6017621

Jean Hawthorne

jean.hawthorne@tagliaviapandi.it
+39 091 946009
+39 339 8089130

Ravenna

G Kane Radonicich Holme S.R.L.

Via Magazzini Anteriori 27
48122 Ravenna, Italy

☎ +39 0544 422146
☎ +39 0544 423832
☎ +39 0544 421444
✉ general@krh-ravenna.it

Antonella Gallotti

✉ gallotti@krh-ravenna.it
☎ +39 333 958 4043

Robert Kennedy

✉ kennedy@krh-ravenna.it
☎ +39 333 739 9022

G Mauro Consultants

Via G. Alberoni 24
I-48121 Ravenna, Italy

☎ +39 0544 42 2288
☎ +39 0544 59 7439
☎ +39 0544 59 8310
www.mauroconsultants.it
✉ info@mauroconsultants.it
✉ slmmra@tin.it

Maurizio Mauro

✉ maurizio.mauro@maurolawyer.it
☎ +39 348 560 0688

Loredana Innocenti

✉ loredana@mauroconsultants.it
☎ +39 338 299 9835

Valerio Fenati

✉ vf@maurolawyer.it
☎ +39 333 138 7481

Rebecca Pattinson

✉ info@mauroconsultants.it
☎ +39 380 147 2416

Sardinia (see Cagliari, Italy)

Savona

G Hugo Trumpy S.R.L.

c/o Dodero & Dodero
Via Chiodo 1
17100 Savona SV, Italy

☎ +39 019 813055
☎ +39 019 813056
✉ dodero@oik.it

Gian Paolo Dodero

☎ +39 348 4110624

Sicily (see Palermo, Italy)

Taranto

G Mauro Consultants

P.zza S. Pertini
12-74100 Taranto, Italy

☎ +39 099 47 25 267
☎ +39 099 47 25 267
✉ taranto@mauc.it
✉ info@mauc.it

Walter Vincenzo Musillo

☎ +39 392 10 37 080

Maurizio Mauro

☎ +39 348 56 00 688

Marco Gugliemino

☎ +39 347 59 60 737

Loredana Innocenti

☎ +39 338 29 99 835

G Hugo Trumpy

4 Via Roma
74100 Taranto, Italy

☎ +39 099 4526886
☎ +39 099 4540317
✉ taranto@hugotrumpy.it

Giuseppe Spadaro

☎ +39 346 419360
🕒 +39 099 730210 2

Trieste

G Edgar H. Greenham & Co. S.R.L.

Piazza dell'unita'd'Italia 7
34121 Trieste, Italy

☎ +39 040 67027230

☎ +39 040 6702711

☎ +39 040 67027300

✉ recovery@greenhamco.com

Daiana Gozzi

☎ +39 335 243341

Nereo Castelli

☎ +39 337 7536937

Lilli Samer

☎ +39 40 3499269

Venice

G Radonicich Insurance Services S.R.L.

Via F. Orsini 6/A
30175 Venice-Marghera, Italy

☎ +39 041 5382103

☎ +39 041 926108

✉ radinsur@portofvenice.net

Remigio Conz

☎ +39 349 2904605

Alessandro Conz

☎ +39 349 6649660

Abidjan

G Africa P&I c/o Ivory P&I

Rue Du Commerce, Immeuble Ixora
01 BP 8269
Abidjan 01 Plateau, Ivory Coast

☎ +225 20 320315

☎ +225 20 320316

🌐 www.ivorypandi.com

✉ all@ivorypandi.com

✉ ivory@africapandi.com

📄 In Case Of Communication Difficulties,
See E.T.I.C. Marseille

Jean-Claude Impoutou

✉ jc.impoutou@ivorypandi.com

☎ +225 07 588189

☎ +225 40 45 3112

Dieu-Sais Grokrou

☎ +225 07 010023

Stephanie Akissi N'zue

☎ +225 08 42 9897

G TCI (Africa) C.I.

18 B.P. 1373
Abidjan 18, Ivory Coast

☎ +225 21 242964

☎ +225 21 240566

☎ +225 21 242963

☎ +225 21 240569

✉ abidjan@tci-africa.com

✉ tci-abidjan@tci-africa.com

📄 In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvedt
& O'Sullivan Marseille

Capt. Dosso Toulega

✉ tdosso@tci-africa.com

☎ +225 07 051527

🕒 +225 22 420059

Dr. Romain Soglo

☎ +225 07 081800

Robert Kohou Bi

☎ +225 07 07 56 03

Kingston

G Shipowners P&I Services Limited

The Masterton Building
21-25 Hanover Street
Kingston, Jamaica

☎ +1 876 967 5051

☎ +1 876 922 0889

✉ maritconsult@cwjamaica.com

Capt. David Routledge

☎ +1 876 360 3481

☎ +1 876 333 3397

🕒 +1 876 360 3481

📄 +1 876 917 1419

Capt. Andre Smith

☎ +1 876 817 3563

🕒 +1 876 925 3716

☎ Phone

☎ Fax

✉ Email

🌐 Web Site

🕒 After Hours

☎ Mobile

🕒 24h Phone

📄 Special Notes

Imabari

G ISS P&I Japan

1F Tokiwa Homes
5-8-31 Tokiwa-Cho, Imabari-Shi
Ehime-Ken, Japan 794-0015

☎ +81 898 34 3585
☎ +81 898 32 3587

M. Mori

✉ masayuki.mori@iss-shipping.com
☎ +81 903 0318263

Kobe (see Imabari, Japan)

Osaka

G P&I Services Japan

11F Honmachi Eiwa Bldg.
2-10 Minami – Honmachi 4-Chome
Chuo-ku
Osaka, Japan

☎ +81 6 4963 6009
☎ +81 6 6241 7520
✉ pandi@services.co.jp

K. Takano

☎ +81 722 740365
☎ +81 80 3108 2724

T. Wakasugi

✉ waka_t@cello.ocn.ne.jp
☎ +81 877 454775
☎ +81 90 8694 5327

Tokyo

G ISS P&I Japan

8th Floor, Suzuyo Hamamatsu-Cho Building
2-1-16, Kaigan, Minato-Ku
Tokyo, Japan 105-0022

☎ +81 3 5442 5001
☎ +81 3 5442 5002
✉ tokyo.pandi@iss-shipping.com

M. Oiwa

✉ masaki.oiwa@iss-shipping.com
☎ +81 80 1136 1967
☎ +81 3 3995 6997

T. Kuroda

✉ toshihide.kuroda@iss-shipping.com
☎ +81 90 9821 7378
☎ +81 476 464478

M. Nishizawa

✉ masato.nishizawa@iss-shipping.com
☎ +81 90 7272 3064
☎ +81 3 3853 3671

Y. Imaizumi

✉ yoshio.imaizumi@iss-shipping.com
☎ +81 90 6040 7225
☎ +81 45 943 4636

Amman

G Amin Kawar & Sons Co. W.L.L.

Shmeisani
24 Sharif Abdel Hamid Sharaf St.
PO Box 222
Amman, 1118 Jordan

☎ +962 6 5609500
☎ +962 6 5672170
🌐 www.kawar.com
✉ claimsp&i@kawar.com.jo

Ghassoub Kawar

✉ ghassoub.kawar@kawar.com
☎ +962 79 8 225505
☎ +962 659 21155

Nadia Shahin

✉ nadia.shahin@kawar.com
☎ +962 79 525 5222
☎ +962 6 5857832

Ninette Issid

✉ ninette.issid@kawar.com
☎ +962 79 8 224414
☎ +962 6 5816615

G Jordan P&I Consultants Corporation

Shmeisani, Omar Ibn Khatab Bldg, 3rd Floor
P.O. Box 927304 Amman 11190 Jordan

☎ +962 6 5606909
☎ +962 6 5676920
✉ pandi@nss.com.jo

George F. Baconi

☎ +962 777 310888

Mike Masannat

☎ +962 79 593587

L Sami & Adib Habayeb

Astra Building – 1st Floor, Office No. 102
Jabal Amman, Amman, Jordan

PO Box 3424
Amman, 11181, Jordan
☎ +962 6 464 3367
☎ +962 6 464 3368
☎ +962 6 464 7335
✉ law@juris.com.jo

Sami Habayeb

☎ +962 6 4644108

Adib Habayeb

☎ +962 6 5923109
☎ +962 6 5927818

Yokohama (see Tokyo, Japan)

Aqaba

G Jordan P&I Consultants Corp.

Al-Manara Street – 4th, Trading Area
Abu-Zahra Trading Center – 1st Floor
Aqaba 77110, Jordan

PO Box 998
Aqaba 77110 Jordan

☎ +962 3 2012997

📠 +962 3 2013331

✉ operation@nss.com.jo

Joseph Gharios

✉ joseph.gharios@nss.com.jo

☎ +962 79 5538455

☎ +962 77 7997999

📞 +962 74 5557999

G Amin Kawar & Sons Co. W.L.L.

Hammamat Tunis Street
PO Box 22
Aqaba, Jordan

☎ +962 3 2014217

☎ +962 3 2014219

📠 +962 3 2013618

🌐 www.kawar.com

✉ management@aqaport.com.jo

📦 All Correspondence To Amman Office

Walid Kawar

✉ management@aqaport.com.jo

☎ +962 74 5530500

📞 +962 3 201 2282

Azmi Falah

✉ azmi@aqaport.com.jo

☎ +962 79 8224450

📞 +962 03 2014106

KENYA

Mombasa

G Inchcape Shipping Services Kenya Ltd.

PO Box 90194
Inchcape House
Archbishop Makarios Cls
Off Moi Avenue
Mombasa, Kenya

☎ +254 41 2314245

☎ +254 41 2227754

📠 +254 41 2314662

📠 +254 41 2223714

🌐 www.iss-shipping.com

✉ pandi.mombasa@iss-shipping.com

Wilson Nyangala

✉ wilson.nyangala@iss-shipping.com

☎ +254 020 2037885

☎ +254 722 401035

Joseph Weloba

✉ joseph.weloba@iss-shipping.com

☎ +254 41 2493774

☎ +254 722 410774

David Mackay

✉ david.mackay@iss-shipping.com

☎ +254 722 787697

Mark Mboloi

✉ mark.mboloi@iss-shipping.com

☎ +254 724 839556

Busan

G Hyopsung Shipping Corporation

7th Floor, Yuchang Building 25-2, 4-Ka
Jungang-Dong, Jung-Gu

PO Box 75
Busan, Korea

☎ +82 51 4636551/5 (5 LINES)

📠 +82 51 4623492

✉ mailhead@hyopsung.co.kr

K.W. Ha

☎ +82 10 2699 2491

S.K. Han

☎ +82 10 9610 6848

J.D. Jang

☎ +82 11 562 5042

Y.B. Kang

☎ +82 10 3852 8280

Seoul

G Korea Marine & Oil Pollution Surveyors Co., Ltd.

Suite 301, Shina Memorial Bldg.
1-28, Jeong-Dong, Jung-Gu
Seoul, Republic Of Korea

☎ +82 2 7749296

📠 +82 2 7749298

📠 +82 2 7526096

✉ survey@komos.co.kr

Capt. Suk-Kee Kim

☎ +82 11 3309296

K.E. Hong

☎ +82 10 5330 0121

J.S. Kim

☎ +82 16 557 3581

D.H. Kim

☎ +82 10 4021 1796

L Yoon & Yang

22nd Floor Asem Tower
159-1 Samsung-Dong
Kangnam-Ku, Seoul 135-798
Republic of Korea

☎ +82 2 6003 7000

☎ +82 2 6003 7800

🌐 www.hwawoo.com

✉ hdj@hwawoo.com

Rok Sang Yu

✉ yrs@hwawoo.com

☎ +82 2 6003 7561

Hae Duk Jung

✉ hdj@hwawoo.com

☎ +82 10 5234 5822

Safat

G Gulf Agency Company (Kuwait) Ltd.

Kuwait Free Trade Zone
Phase 2 – Future Area
Plot No. C28/DI-DIO
Building No. 7
Shuwaikh, Kuwait

PO Box 20637
13067 Safat, Kuwait

☎ +965 222 64164
☎ +965 2483 6375
🌐 www.gac.com
✉ kuwait@gac.com
✉ claims.kuwait@gac.com

Ronald Lichtenecker

✉ ronald.lichtenecker@gac.com
☎ +965 9960 0534
📞 +965 2563 4240

Neville D'Couto

✉ neville.dcouto@gac.com
☎ +965 9961 2273

Aliasgar Raja

✉ aliasgar.raja@gac.com
☎ +965 9975 1960

G Inchcape Shipping Services

KMMC Building No. 800117
Arabian Gulf Street
PO Box 78
13001 Safat, Kuwait

☎ +965 2243 4752
☎ +965 2241 5423
🌐 www.iss-shipping.com
✉ inchcape.kuwait@iss-shipping.com

Jon Corner

✉ jon.corner@iss-shipping.com
☎ +965 9984 3940

Binod Kumar

✉ binod.kumar@iss-shipping.com
☎ +965 2564 7046
☎ +965 9906 9319

Sheikh Ismail

✉ sheikh.ismail@iss-shipping.com
☎ +965 2242 9502

LATVIA

Riga

G Pandi Balt Ltd.

7, Maza Aluksnes Strl
LV-1045 Riga, Latvia

PO Box 66
Riga, LV-1045 Latvia

☎ +371 67 383951
☎ +371 67 383965
🌐 www.pandibalt.lv
✉ pandi@pandi.lv

Capt. Sergey Batmanov

☎ +371 29 205680

Capt. Vladimir Dorofeev

✉ vladimir@pandi.lv
☎ +371 29 216619

Beirut

G Maurice G. Mouracade & Co.

Selim Bustros Street
Chammah Building, Tabaris Sector
PO Box 11-0367, Riad El Solh
Beirut 1107 2040, Lebanon

☎ +961 1 324116
☎ +961 1 201821
📞 +961 3 622244
☎ +961 1 200590
✉ mgmpandi@dm.net.lb

Roger Mouracade

☎ +961 3 621999
☎ +961 1 321387

Mary Doueihy

☎ +961 3 736358

G Gulf Agency Company (Lebanon) Ltd.

Modern Bldg, 7th Floor,
El Arz Street - Saifi Area,
Beirut, Lebanon

POB 11 4392
Riad Al Solh Beirut 11072160
Beirut, Lebanon

☎ +961 1 446086
☎ +961 1 562845
☎ +961 1 446097
☎ +961 1 581442
🌐 www.gac.com
✉ lebanon@gac.com

Simon Bejjani

✉ simon.bejjani@gac.com
☎ +961 3 606175

Nabil El Rayess

☎ +961 3 888296

Wafaa Radi

☎ +961 3 266618

LIBERIA

Monrovia

G Africa Marine Services (Liberia)

Business Incubator Plaza
80 Broad Street
1000 Monrovia 10, Liberia

PO Box 10-5697
1000 Monrovia 10, Liberia

☎ +231 77 226611
🌐 www.africamarineserv.com

H. Brunson

✉ hbrunsonsafe@yahoo.com
☎ +231 6 511644

A. Badio

☎ +231 651 3423

📌 In Case Of Communication Difficulties,
Contact Africa Marine Services (Europe)
at +44 20 7613 0131 or
africamarine@aol.com

Tripoli

L Shtewi Legal & Pandi Services

207 Amehamed El Magrif Street
Second Floor
PO Box 12835
Libyan Arab Jamahiriya
Tripoli, Libya

☎ +218 21 334 1588
☎ +218 21 334 1589
✉ shtewi69@hotmail.com
✉ shtewi@ltnet.net

Taher Shtewi

☎ +218 91 2141080
☎ +218 21 350 7550

Mohamed Hassoun

☎ +218 91 2188631

Klaipeda

G Pandi Balt Ltd. Klaipeda

Tilzes Street 8-2
LT-91132 Klaipeda, Lithuania

PO Box 445
LT-92003 Klaipeda, Lithuania

☎ +370 46 313428
☎ +370 46 313428
🌐 www.pandibalt.lv
✉ info@pandi.lt
✉ pandi@pandi.lt

Vladimir Taranenko

☎ +370 687 53410

Toamasina

G TCI (Africa)

Villa "Acima"
Rue Ile De France
PO Box 1529
Toamasina 501, Madagascar

☎ +261 2053 32145
☎ +261 2053 32145
✉ tcimadatve@gmail.com

📄 In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvedt
& O'Sullivan in Marseille

A. Rajoelariosy

✉ tcimadatve@gmail.com
☎ +261 3311 42761
☎ +261 2053 92010

Clement

☎ +261 3240 58618

G Africa P&I Toamasina

PO Box 1559
Toamasina 501, Madagascar

☎ +261 2053 92012
☎ +261 2053 92012
✉ madagascar@africapandi.com

📄 In Case Of Communication Difficulties,
See Marseille, E.T.I.C.

Adel Bemananjara

☎ +261 320 444419

Johor Bahru

G Spica Services (M) Sdn Bhd

Unit 18-05, 18th Floor, Menara Landmark
No. 12, Jalan Ngee Heng
8000 Johor Bahru, Johor, Malaysia

☎ +60 7 2261467
☎ +60 7 2265599
✉ psg.spica@benline.com.my

Thomas Yan

☎ +60 65 97374580
☎ +60 65 67463945

Dughall Aitken

☎ +60 65 96258986
☎ +60 65 63444066

Michael Cheah

☎ +60 012 7807128

Kuala Lumpur (Port Klang)

G Spica Services (M) Sdn Bhd

M3 & M4 Mezzanine Floor
Wisma LYL, Jalan 51A/223
46100 Petaling Jaya
Selangor Darul Ehsan, Malaysia

☎ +60 3 7947 7440
☎ +60 3 7947 7441
✉ kl_claims@spica.com.my

Mohmad Abdullah

✉ mohmad@spica.com.my
☎ +60 019 2601058

Khairizam Bin Abdul Hamid

✉ khairizam@spica.com.my
☎ +60 012 332 7842

Razif Bin Radzi

✉ razif@spica.com.my
☎ +60 012 332 7054

Sumitra Woodhull

✉ sumitra@spica.com.my
☎ +60 012 332 7593

Penang

G Spica Services (M) Sdn Bhd

19th Floor, Suite B, Menara BHL Bank
No. 51 Jalan Sultan Ahmad Shah
10050 Penang, Malaysia

☎ +60 4 2199531
☎ +60 4 2278385
☎ +60 4 2199555 (EXT. 531)
☎ +60 4 2276080
✉ pen.spica@benline.com.my

Sukhbir Singh

☎ +60 12 4222330
☎ +60 4 8283689

Mohmad

☎ +60 19 2601058

Valletta

G H. Vassallo Limited

53 Old Theatre Street
Valletta VLT 1427 Malta

☎ +356 21 225548
☎ +356 21 230562
☎ +356 21 223582
✉ mail@hvassallo.com

J. Buhagiar

✉ joe.buhagiar@hvassallo.com
☎ +356 21 576774
☎ +356 99 442703

J. Bugeja

✉ john.bugeja@hvassallo.com
☎ +356 21 443020
☎ +356 79 047880

C.L. Bugeja

✉ charlie.bugeja@hvassallo.com
☎ +356 21 443020
☎ +356 79 225548

L Fenech & Fenech Advocates

198 Old Bakery Street
Valletta VLT 1455 Malta

☎ +356 21 241232
☎ +356 25 990645
✉ ann.fenech@fenlex.com

Ann Fenech

✉ ann.fenech@fenlex.com
☎ +356 99 474536

Nouakchott

G TCI (Africa)

To38/039-Tevragh Zeina B.P. 3033
Nouakchott, Mauritania

☎ +222 4 525 6894
☎ +222 4 525 3287
✉ tci-nouakchott@mauritel.mr
✉ tciafrnkt@yahoo.fr

Mohamed Lemine

☎ +222 2 226 0352
☎ +222 3 630 5160
☎ +222 4 525 1256

Abdoulaye Diop

☎ +222 4 677 4782

📄 In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvdt
& O'Sullivan in Marseille

G Africa P&I

Porte No. 1, Immeuble Sakali
Lot T 01, Avenue John Kennedy
Tevragh Zeina
Nouakchott, Mauritania

☎ +222 645 0930
☎ +222 525 5437
✉ mauretania@africapandi.com

M.B. Diallo

☎ +222 4 677 4782

Port Louis

**G Indoceanic Services c/o
De Chermont & Partners Ltd.**

23 Edith Cavell Street
Port Louis, Mauritius

☎ +230 212 1848
☎ +230 212 4949
✉ chermont@intnet.mu
✉ port_louis@indoceanic.com

📄 In Case Of Communication Difficulties,
Contact The Reunion Island Office

Capt. D. Heeraman

☎ +230 728 4399

Acapulco (see Veracruz, Mexico)

Manzanillo (see Veracruz, Mexico)

Mazatlan (see Veracruz, Mexico)

Mexico City

G P&I Services (Mexico), S.A. De C.V. / Grupo Del Mex

Homero 1425, Suite 504
Colonia Los Morales Polanco
Delegacion Miguel Hidalgo
C.P. 11540 Mexico, D.F. Mexico

☎ +52 55 5395 1221
☎ +52 55 5395 5357
☎ +52 55 5395 9211
☎ +52 55 5395 4911
🌐 www.grupodelmex.com
✉ pandiser@grupodelmex.com

Fernando Delfin Garcia

✉ fedelfin@grupodelmex.com
☎ +52 155 5501 9679
📞 +52 55 5281 3277

Juan Manuel Loman Villarreal

✉ jloman@grupodelmex.com
☎ +52 155 5437 6561
📞 +52 55 5562 0070

Fernando Leon Martinez

✉ fleon@grupodelmex.com
☎ +52 155 5106 6297

G Melo & Melo Commercial & P&I Management

Rio Hudson #8
Colonia Cuauhtemoc
C.P. 06500, Mexico, D.F.

☎ +52 55 5211 2902
☎ +52 55 5211 5805
☎ +52 55 5520 7165
✉ comercial-pandi@melo-melo.com.mx

Ignacio Melo

✉ ignacio@melo-melo.com.mx
☎ +52 155 5406 9567

Fernando Melo

✉ fernando@melo-melo.com.mx
☎ +52 155 5501 4518

Bernardo Melo

✉ bernardo@melo-melo.com.mx
☎ +52 155 9195 5801

L Murillo, Maldonado, Arredondo & Asociados, S.C.

Homero 229, Master Suite 3
Colonia Chapultepec Morales
C.P. 11570
Mexico, D.F., Mexico

☎ +52 55 19975948
☎ +52 55 5906 3453
☎ +52 55 19975953
🌐 www.mma.com.mx
✉ mma@mma.com.mx

Rafael Murillo

✉ murillo@mma.com.mx
☎ +52 155 5906 3453

Ricardo Arredondo

✉ aarredondo@mma.com.mx
☎ +52 155 5906 3447

Ivan Maldonado

✉ maldonado@mma.com.mx
☎ +52 155 5906 3452

L J.W. Pinedo & Asociados S.C.

Ave. San Jeronimo #1749, Col. Lomas
Quebradas, Del. Magdalena Contreras
C.P. 10000 Mexico D.F., Mexico

☎ +52 55 5683 3664
☎ +52 55 5683 3674
☎ +52 55 5683 3684
☎ +52 55 5681 9340
🌐 www.jwpinedo.net
✉ generalmail@jwpinedo.net
✉ jwpinedo@jwpinedo.net
✉ pandi@jwpinedo.net

📞 EMERGENCY LINE: +52 155 5101 3540

Walter Pinedo

☎ +52 155 2686 3066

Pablo Ochoa

✉ p.ochoa@jwpinedo.net
☎ +52 155 5412 5483

Armando Santamaria

✉ a.santamaria@jwpinedo.net
☎ +52 155 1798 0067

Maura Ramirez

✉ m.ramirez@jwpinedo.net
☎ +52 155 5101 3540

Tampico (see Mexico City, Mexico)

Veracruz

G P&I Services (Mexico), S.A. De C.V. / Grupo Del Mex

Independencia 837-B
Colonia Centro
Veracruz, C.P. 91700 Mexico

☎ +52 229 931 5278
☎ +52 229 931 4654
☎ +52 55 5395 9211
☎ +52 229 932 4422
✉ peivermx@prodigy.net.mx

📞 Send All Correspondence Directly To
P&I Services, Mexico City Office

Alejandro Lobaton Garnier

✉ alobaton@grupodelmex.com
☎ +52 1 229 9291249

Angel Portugal Ponce

✉ aportugal@grupodelmex.com

G Melo & Melo Commercial & P&I Management

Blvd. Avila Camacho 2021
Suite 601
Col. Costa De Oro
94292, Boca Del Rio,
Veracruz, Mexico

☎ +52 229 9391234
☎ +52 229 9391235
✉ comercial-pandi@melo-melo.com.mx

📞 Also See Melo & Melo In Mexico City In
Case Of Emergency

Ignacio G. Melo

✉ ignacio@melo-melo.com.mx
☎ +52 1 555406 9567

Fernando Melo

✉ fernando@melo-melo.com.mx
☎ +52 1 555501 4518

Bernardo Melo

✉ bernardo@melo-melo.com.mx
☎ +52 1 559195 5801

Bar

G Samer & Strugar Shipping D.O.O.

Marshala Tita, D-5
85000 Bar, Montenegro

☎ +382 30 317350
☎ +382 30 311447
🌐 www.samer.com
✉ samer.strugar@t-com.me

Capt. Nikola Strugar

☎ +382 69 031125
☎ +382 30 311767

Daniela Strugar

☎ +382 69 324583

Casablanca

G Defmar

Espace Paquet
Suite No. 506
Place Nicolas Paquet
Boulevard Mohamed V.
Casablanca 20000, Morocco

☎ +212 522 452525
☎ +212 522 450501
🌐 www.defmar.com
✉ somadef@defmar.com

Mohammed Margaoui

✉ margaoui@defmar.com
☎ +212 661 139233

Mohammed Laazizi

✉ m.laazizi@defmar.com
☎ +212 661 463834

Sanae El Alami

✉ s.elalami@defmar.com
☎ +212 664 541255

Khadija Rigada

✉ k.rigada@defmar.com
☎ +212 663 346706

G Pandi Maroc

71 Avenue Hassan II
20000 Casablanca, Morocco

☎ +212 522 26 33 03
☎ +212 522 26 34 35
☎ +212 522 26 34 36
✉ pandimar@afripandi.com
✉ pandimar@eticmar.com
✉ morocco@africapandi.com

📌 In Case Of Telecommunication Difficulties
Or Emergency, Contact E.T.I.C. Marseille

Taoufik Awad

☎ +212 661 17 84 90
☎ +212 661 99 69 90

Abdelmajid Zakaria

☎ +212 661 77 49 80

Tangier

G McLean Maritime Maroc

33, Boulevard Youssef Ibn Tachfine
Residence El Marjane, Appt 44
9000 Tangier, Morocco

☎ +212 661 985429
☎ +212 539 945288
☎ +212 539 941346
🌐 www.mcleangroup.fr
✉ dbelkadi@mcleans.fr

📌 In Case Of Emergency, Contact
Mcleans In Marseille, France At:
+33 496 10 25 25
+33 496 10 25 22
or Mobile: +33 607 792 028

Driss Belkadi

☎ +212 661 985429

Veronique Javelaud

✉ vjavelaud@mcleans.fr

Beira

G P&I Associates (Mozambique) Ltd.

Casa Infantes Da Sagres,
Largo Do Buzi 1/6
PO Box 14 or 44 Beira
Beira, Mozambique

☎ +258 23 323143
☎ +258 23 322916
✉ marine@tdm.co.mz

📌 Due To Frequent Communication Difficulties,
Copy All Emails To pidurban@pandi.co.za.
Also, the Durban Office can be reached via
24 Hour Mobile: +(27) 83 250 3398

Herbert Nkomo

☎ +258 82 5017350

Maputo

G P&I Associates (Mozambique) Ltd.

Praco Dos Trabalhadores, 51
PO Box 292
Maputo, Mozambique

☎ +258 21 326021
☎ +258 21 323026
✉ pidurban@pandi.co.za

📌 In Case Of Communication Difficulties,
Contact P&I Associates, Durban Office Via
24 Hour Mobile: +27 83 250 3398

H. Madeira

☎ +258 82 3043280

Yangon (Rangoon)

G Ms. Tin Ohnmar Tun

Room 305, Building (A)
Tetkatho Yeikmon Housing
No. 25 (D), New University Avenue Road
Bahan Township, Yangon, Myanmar

53/55 Mahabandoola Garden Street
PO Box 109
Yangon (Rangoon), Myanmar

☎ +95 1 723043
☎ +95 1 557990
✉ tinpandi-aung@mptmail.net.mm

Htay Aung

✉ h_aung@seasiren.com.mm
☎ +95 9 5008833

Melvin Myint Thane

✉ wshisho@myanmar.com.mm
☎ +95 9 5020307

Mya Mu

✉ umyamu@gmail.com
☎ +95 9 8021083

Thu Ra Thaug

✉ tinpandi-aung@mptmail.net.mm
☎ +95 9 5404573

NETHERLANDS

Amsterdam

G Dupi Amsterdam B.V.

Zekeringstraat 36 A
1014 BS Amsterdam, Netherlands

☎ +31 20 6814692
☎ +31 20 6816198
✉ amsterdam@dupi.nl

Niels Van Der Noll

✉ niels.van.der.noll@dupi.nl
☎ +31 653 400739

Delfzijl (see Rotterdam, Netherlands)

Flushing (see Rotterdam, Netherlands)

Rotterdam

G Dutch P&I Services Bv

Wijnhaven 65F
3011 WJ Rotterdam, Netherlands

PO Box 23085
3001 KB Rotterdam, Netherlands

☎ +31 10 4405555
☎ +31 6 2184 3588 OR +31 6 2184 3587
☎ +31 10 4405595
www.dupi.nl
✉ info@dupi.nl
✉ peter.van.bodegraven@dupi.nl

P. Van Bodegraven

✉ peter.van.bodegraven@dupi.nl
☎ +31 10 4260826

F.J.H. Van Dalen

✉ frans.van.dalen@dupi.nl
☎ +31 10 4508753

Wick Evenhuis

✉ wick.evenhuis@dupi.nl
☎ +31 10 4116250

C.D. Heijboer

☎ +31 6 54242073

G Post & Co. (P&I) B.V.

Brainpark P.O. Box 443
3000 AK Rotterdam, Netherlands

Max Euwelaan 45
3062 Ma Rotterdam, Netherlands

☎ +31 10 4535888
☎ +31 6 5338 5172
☎ +31 10 4529575
www.post-co.com
✉ claims@post-co.com

J.H.N. Pabbruwee

☎ +31 16 5316546

F.A. Dieleman

☎ +31 10 4470633

W.J. Van Veen

☎ +31 10 4810900

J. Gaasbeek

✉ jan.gaasbeek@post-co.com
☎ +31 6 31695237

Terneuzen (see Rotterdam, Netherlands)

NETHERLANDS ANTILLES

Curacao

G N.V. V/H Firma C.S. Gorsira J.P. Ez.

Scarlet Building, Fokkerweg 26
PO Box 3677, Willemstad
Curacao, Netherlands Antilles

☎ +599 9 4614700
☎ +599 9 4615873
☎ +599 9 4612576
www.vrshipping.com

✉ gorsira@gorsira.com
✉ vrops@vrshipping.com

Joop Van Vliet

☎ +599 9 4614656

David van Nierop

☎ +599 9 510 1723
☎ +599 9 563 0886

☎ Phone
☎ Fax

✉ Email
🌐 Web Site

🕒 After Hours
📱 Mobile

📞 24h Phone
! Special Notes

G General Correspondent **L** Legal Correspondent

Noumea

G Alb Naval – McLeans Noumea

2 Allee Bellevue
Baie Des Citrons
98807 Noumea Cedex
New Caledonia

BP 8745
98807 Noumea Cedex
New Caledonia

+687 7810 84
+687 2769 56
jackalain@gmail.com

Capt. Alain Le Breton

In Case of Communication Difficulties,
Contact McLeans, Paris: Tania Mauduit—
Phone: +33 1 40399293
Mobile: +33 6 80030402

Auckland

G P&I Services

Level II
2 Commerce Street
P.O. Box 437
Auckland, New Zealand

+64 9 3031900
+64 9 3089204
pandiak@clear.net.nz

N.A. Wheeler

+64 0274 921975
+64 9 5795902

A. Irving

+64 274 455396

L Chapman Tripp

23-29 Albert Street
PO Box 2206
Auckland 1140, New Zealand

+64 9 3579000
+64 9 3579099
www.chapmantripp.com
ctsyak@chapmantripp.com

John Knight

john.knight@chapmantripp.com
+64 027 2249819

James McMillan

james.mcmillan@chapmantripp.com
+64 027 432 2570

Bruce Scott

bruce.scott@chapmantripp.com
+64 027 443 0174

Wellington

G P&I Services

Level 5
City Chambers
142 Featherston Street
PO Box 3291
Wellington 1, New Zealand

+64 4 4735742
+64 4 4735745
pandiwn@clear.net.nz

A. Irving

+64 274 455396
+64 4 5627366

N. Wheeler

+64 274 921975

L Chapman Tripp

10 Customhouse Quay
PO Box 993
Wellington 6140, New Zealand

+64 4 4995999
+64 4 4727111

Bruce Scott

bruce.scott@chapmantripp.com
+64 27 443 0174

John Knight

john.knight@chapmantripp.com
+64 27 224 9819

Corinto

G Universal Transport Co., Ltd.

(Unitrans, S.A.)
Del Mercado Central
20 v. al sur
Frente a financiera laguei
Corinto, Nicaragua C.A.

+505 342 2834
+505 342 2324
unitrans@turbonett.com.ni

Henry Canales

+505 342 2520159

Bruno Urbina

+505 240 0207
+505 887 3192

G J.L. Griffiths Sucesores, S.A.

Esquina de los Bancos
Corinto, Chinandega, Nicaragua

+505 234 21089
+505 234 22282

Sergio Osorio

sosorio@jlgriffith.com
+505 234 22633
+505 873 94945

Managua

G J.L. Griffiths Sucesores, S.A.

Pista Jean Paul Genie
Costada Oeste Centro Ejecutivo San Marino
Managua, Nicaragua

☎ +505 227 86394
☎ +505 227 86187
✉ ggriffith@jlgriffith.com
✉ griffith@alfinsa.com
✉ lcarrion@jlgriffith.com

Georgina Griffith

✉ ggriffith@jlgriffith.com
☎ +505 88 22359
☎ +505 227 08132

Albert Griffith Sr.

✉ griffith@alfinsa.com
☎ +505 872 09596
☎ +505 227 08113

Lina Carrion

✉ lcarrion@jlgriffith.com
☎ +505 873 94938
☎ +505 226 84656

G Maritime Claims – Americas, Inc. c/o Unitrans, S.A.

KM 7 Carretera Norte
Gasolinera Shell Waspan Sur, 8 C. Al Sur,
1/2 C. Abajo
Managua, Nicaragua

☎ +505 240 1242
☎ +505 240 1242
✉ mcanic2009@hotmail.com
✉ unitrans@ibw.com.ni

Bruno A. Urbina Castellon

☎ +505 893 15832

NIGERIA

Lagos

G TCI (Africa) Nigeria Ltd.

1, Commercial Road
Eleganza Plaza Cancer Block
Apapa, Lagos, Nigeria

☎ +234 1 7368191
☎ +234 1 7368197
☎ +234 1 5455868
www.tciafrica.com
✉ mail@tciafrica.com
✉ tcilagos@yahoo.com

Philipson Okonobo

✉ philipson@tciafrica.com
☎ +234 1 7751838

G Africa Marine Services (Nigeria)

22 Kofo Abayomi Avenue
PO Box 2363
Apapa, Lagos, Nigeria

☎ +234 1 587 2882
☎ +234 1 545 8709
☎ +234 1 587 2882
✉ africamarine@aol.com

Capt. Colin Handley

☎ +234 803 3218030

Thomas Idulmulda

☎ +234 802 3047328

Capt. Iain Marsh (Port Harcourt)

☎ +234 803 3236039
☎ +234 8446 1189

ⓘ In Case of Communication Difficulties,
Contact Africa Marine Services London
(24 hour tel. #): +44 20 7613 0131;
Fax: +44 20 7613 1898
africamarine@aol.com

G Pandiship (Nigeria) Limited

No. 10, Odgedengbe Road
Off Liverpool Road, Gra
Apapa, Lagos, Nigeria

☎ +234 1 5878262
☎ +234 1 5452598
☎ +234 1 7757191
☎ +234 1 5875957
☎ +234 1 7757191

✉ pandiship@multilinks.com
✉ info@pandishipwa.com
✉ alan.sharp@pandishipwa.com

ⓘ In Case Of Communication Difficulties,
Contact: Pandiship (Wa) Ltd.
Mobile: +44 7766 206 723
or +44 7767 664992

Alan Sharp

✉ alan.sharp@pandishipwa.com
☎ +234 803 3014253

Port Harcourt (see Lagos, Nigeria)

Warri (see Lagos, Nigeria)

NORWAY

Oslo

L Gram, Hambro & Garman (Advokatfirma As)

Radhusgaten 5B
N-0151 Oslo, Norway

☎ +47 22941420
☎ +47 85029443
www.ghg.no
✉ advokat@ghg.no

Nicolai Klever

✉ nk@ghg.no
☎ +47 9828 9779

Marius Widme Ohren

✉ mwo@ghg.no
☎ +47 9828 9776

Hans P. Bjerke

✉ hpb@ghg.no
☎ +47 9175 9246

Morten Garman

✉ mg@ghg.no
☎ +47 9828 9770

Stavanger (see Oslo, Norway)

☎ Phone
☎ Fax

✉ Email
🌐 Web Site

🕒 After Hours
☎ Mobile

📞 24h Phone
ⓘ Special Notes

Muscat

G Gulf Agency Company (Oman) LLC
 GAC Building, Dohat Al Adab Street
 Al Khuwair
 Muscat, Oman
 PO Box 740
 Ruwi 112, Muscat, Oman
 ☎ +968 2 4477800
 📠 +968 2 4477891
 🌐 www.gac.com
 ✉ claims.oman@gac.com

Patrik Hallden
 ✉ patrik.hallden@gac.com
 📞 +968 9 5215700

Kosala Wijesinghe
 📞 +968 9 9340352

Janaka Kariyawasam
 📞 +968 9 9315428

Harshana Bandara
 📞 +968 9 9471245

Muttrah

G Towell Barwil Co. (LLC)
 Flat No. 2025, Way No. 3516
 Mbd Area, Muscat
 Sultanate Of Oman
 PO Box 61, Muttrah 114
 Sultanate of Oman
 ☎ +968 24 810359
 ☎ +968 24 810029
 ☎ +968 24 814973
 🌐 www.wilhelmsen.com/shipsservice
 ✉ wss.muscat@wilhelmsen.com

Ivor D'Souza
 ✉ ivor.dsouza@wilhelmsen.com
 📞 +968 994 94105

Venu Gopalan
 ✉ venu.gopalan@wilhelmsen.com
 📞 +968 993 10161

C.M. Najeeb
 ✉ c.m.najeeb@wilhelmsen.com
 📞 +968 993 43857

Irwin Peiris
 ✉ irwin.peiris@wilhelmsen.com
 📞 +968 993 30273
 ☎ +968 2479 6391

Karachi

G Indemnis Marine (Pvt) Ltd.
 24/1, 9th Street, Off. Khayaban-E-
 Shamsheer Phase V, Defence Housing
 Authority
 Karachi 75500, Pakistan
 ☎ +92 21 35341042
 ☎ +92 21 35347256
 ☎ +92 21 38241022
 📠 +92 21 35341041
 ✉ indemnis@cyber.net.pk
 ✉ indemnis@gmail.com

S. Abid Mujtaba, Rear Admiral (Retd)
 📞 +92 300 2238188
 ☎ +92 21 35856354

Capt. S. Hashim Mujtaba
 📞 +92 3008 225446
 ☎ +92 21 35841726

M. Abdul Wadood
 📞 +92 3008 235734
 ☎ +92 213 4974403

G James Finlay Limited
 3rd Floor, Finlay House
 I.I. Chundrigar Road
 PO Box 4670
 Karachi 74000, Pakistan

Capt. Shakrukh Abbas
 ✉ shahrukh@finlayskhi.com
 📞 +92 345 2009901
 ☎ +92 21 35894104

☎ +92 21 32442726
 ☎ +92 21 32444907
 📠 +92 21 32418097
 🌐 www.finlays.net
 ✉ shahrukh@finlayskhi.com
 ✉ shahrukhsa@gmail.com
 ✉ pni@finlayskhi.com

Syed Abbas Haider Kazmi
 ✉ sah@finlayskhi.com
 📞 +92 345 2009910

Irfan H.A. Vazeer
 ✉ ivazeer@finlayskhi.com
 📞 +92 345 2009900
 ☎ +92 21 35349085/7

Balboa

G C. Fernie & Co. S.A.
 Marr Center Building,
 Williamson Place, Bldg. 798-X
 Balboa, Republic Of Panama
 P.O. Box 0843-00191
 Balboa, Republic Of Panama
 ☎ +507 211 9488
 📠 +507 211 9450
 ✉ ferniepi@cfernie.com

📞 Weekend Duty Mobile:
 +507 6614 0554

Andre Perret
 📞 +507 6617 3229
 ☎ +507 399 0665

John Biennerhassett
 📞 +507 6612 1152
 ☎ +507 470 0313

Colon

G C. Fernie & Co. S.A.

1110 Columbus Avenue
Cristobal, Republic Of Panama

1103 Roosevelt Ave
PO Box 0301-03506
Colon, Republic Of Panama

☎ +507 433 8500
☎ +507 433 8528
✉ ferniepi@fernied.com

📠 After Hours Duty Mobile: +507 661 40554

Andre Perret

☎ +507 6617 3229
🕒 +507 399 0665

John Biennerhassett

☎ +507 6612 1152
🕒 +507 470 0313

Panama City

L De Castro & Robles

Scotia Plaza, 7th Floor
Federico Boyd Ave.
P.O. Box 0834-02262
Panama City, Republic Of Panama

☎ +507 263 6622
☎ +507 263 6594
✉ mail@decastro-robles.com

Gabriel Sosa

✉ sosa@decastro-robles.com
☎ +507 6670 0711

Alberto Lopez Tom

✉ lopez@decastro-robles.com
☎ +507 6747 0755

Eduardo Real

✉ real@decastro-robles.com
☎ +507 6677 5013

L Morgan & Morgan

MMG Tower, 16th Floor, 53rd E Street
Marbella, Panama City,
Republic of Panama

PO Box 0832-00232
World Trade Center, Panama
Republic Of Panama

☎ +507 265 7777
☎ +507 265 7700
🌐 www.morimor.com/lawfirm
✉ info@morimor.com

📠 AFTER HOURS: +507 263 8030

Juan David Morgan, Jr.

✉ juandavid.morganjr@morimor.com
☎ +507 6670 7737

Francisco Linares

✉ francisco.linares@morimor.com
☎ +507 7781 5677

Fernando Alfaro

✉ fernando.alfaro@morimor.com
☎ +507 6676 3696

Luis Raven

✉ luis.raven@morimor.com
☎ +507 6670 7668

PAPUA NEW GUINEA

Port Moresby

G Brian White & Associates

1st Floor, Investwell Building
(Off Cameron Road) Gordons
Commercial Estate Gardens
NCD 121, Port Moresby
Papua New Guinea

PO Box 698
Port Moresby, NCD 121, Papua New Guinea
☎ +675 311 2311
🕒 +675 311 2311
☎ +675 325 5007

🌐 www.bwamarine.com
✉ moresby@bwamarine.com

📠 In Case Of Communication
Difficulties In Papua New Guinea,
Contact Our Cairns, Australia
Office On +61 7 403 14711 (24 Hours)

Margaret Aria

☎ +675 687 6417
🕒 +675 7210 6221

PARAGUAY

Asuncion

G Servicios Mercantiles Internacionales S.R.L.

Montevideo 1 580 c/Roma
Asuncion, Paraguay

☎ +595 21 497933
☎ +595 21 495159
✉ amancio.bogado@smi.com.py

Amancio Bogado

✉ amancio.bogado@smi.com.py
☎ +595 981 441285

Lima

G Overseas Service Agency S.A.

Amador Merino Reyna 195
San Isidro, Lima, Peru

PO Box 18-0258
Lima 18, Peru

+51 1 4429090
+51 1 4422673
www.osa.com.pe
osa@osa.com.pe

Sylvia L. Grant

slg@osa.com.pe
+51 999702897
+51 1 2420126

Martin Grant

mg@osa.com.pe
+51 1 4467931

MAIN MOBILE: +51 1 999702897

G Interlog Servicios S.A.C.

Calle Virtud y Union
(Ex Calle 12) No. 160,
Urb. Corpac
Lima 27, Peru

+51 1 4752930
+51 1 4752938
+51 1 4752936
interlog@interlog.com.pe

Francisco Arca Patino

farcap@interlog.com.pe
+51 1 997585105
+51 1 3 442812

Carla Paoli Consigliere

cpaolic@interlog.com.pe
+51 1 993539273

PHILIPPINES

Cebu City

G Del Rosario Pandiphil, Inc.

45 4th Street, Corner Lapu-Lapu Avenue
San Antonio Village, Apas,
Cebu City, Philippines

+63 32 2341690
+63 917 8308384
+63 32 2341698
www.delrosario-pandiphil.com
mail@delrosario-pandiphil.com

Ruben T. Del Rosario

+63 920 9471892

Veronica G. Del Rosario

+63 920 9471893

Manila

G Pandiman Philippines, Inc.

PO Box 1418, PVB Building
General Luna Corner, Sta Potenciana
Street, Intramuros
Manila 1002, Philippines

+63 2 5277831/40
+63 2 5277840
+63 2 5272171
+63 2 5272167
www.pandiman.com
mis@pandiman.com
mis@pandiman.net

Capt. A.J. Malpass

andymalpass@skyinet.net
+63 917 5365315
+63 2 843 1758
+63 2 844 0618

Cora Tabuena

cctabuena@pandiman.com
+63 91 7812 3395

Dax A. Vargas

davargas@pandiman.com
+63 91 7812 3393

G Del Rosario Pandiphil, Inc.

Pacific Star Building 15th Floor
Makati Avenue, 1200 Makati City, Philippines

PO Box 2106
Makati Central Post Office
Makati City, Manila 1261, Philippines

+63 2 8101791
+63 917 830 8384
+63 2 8171740
+63 2 8103632
www.delrosario-pandiphil.com
mail@delrosario-pandiphil.com

Veronica Del Rosario

veronica.delrosario@delrosario-pandiphil.com
+63 920 9471893
+63 2 842 0865

Arturo T. Del Rosario, Jr.

arturo.delrosario@delrosariolaw.com
+63 920 9471901
+63 2 772 2196

Joseph R. Rebano

joseph.rebano@delrosariolaw.com
+63 920 9384634
+63 2 822 2209

Ruben T. Del Rosario

ruben.delrosario@delrosario-pandiphil.com
+63 920 9471892
+63 2 842 0865

L Del Rosario & Del Rosario

15th Floor, Pacific Star Building
Makati Avenue. Corner Sen. Gil J. Puyat Ave.
1200 Makati City, Philippines

+63 2 8101791
+63 917 830 8384
+63 2 8171740
+63 2 8103632
www.delrosariolaw.com
mail@delrosariolaw.com
mail@delrosario-pandiphil.com

Arturo T. Del Rosario, Jr.

+63 920 9471901
+63 2 772 2196

Ruben T. Del Rosario

+63 920 9471892
+63 2 842 0865

Joseph R. Rebano

+63 920 9384634
+63 2 822 2209

Veronica Del Rosario

+63 920 9471893
+63 2 842 0865

Gdansk

G Morska Agencja Gdynia Sp. z o.o.

ul. Tadeusza Wendy 15,
81-341 Gdynia, Poland

☎ +48 58 785 3855
☎ +48 58 785 3856
📠 +48 58 785 3876
🌐 www.mag.pl
✉ pandi@mag.pl

Janusz Legowski

✉ j.legowski@mag.pl
📠 +48 605 207776
📞 +48 58 6295501

Krzysztof Kuchta

📠 +48 603 650404
📞 +48 58 781 0299

Gdynia Arca (see Gdansk, Poland)

Szczecin

G Sulnave Sp. z o.o.

Ul. Nowy Rynek 1/5
70-533 Szczecin, Poland

☎ +48 91 8142203
☎ +48 91 8142204
📠 +48 91 8142205
✉ west@sulnave.com.pl

Ewa Sztafiej

📠 +48 502 573513
📞 +48 91 4343252

Azores Islands

G Albano Oliveira Sucessor Ltda.

Av. Infante D. Henrique, 5-1
P.O. Box 153
9500-762 Ponta Delgada
Azores Islands

☎ +351 296 282 638
📞 +351 296 282 638
📠 +351 296 283 746
🌐 www.albano-agency-azores.com
✉ albano.agency@mail.telepac.pt

Jose Maria Fortuna

📠 + 351 917 287 275
📞 +351 294 284 313

Antonio Raposo

📠 +351 917 765828

Ricardo Paulino

📠 +351 917 205230
📞 +351 296 281 479

Lisbon

G Pinto Basto Comercial Limitada

Avenida 24 De Julho, 1-D
Lisbon 1200, Portugal

☎ +351 21 3230400
📠 +351 21 3471231

Celeste Fonseca

✉ celeste.fonseca@pintobasto.com
📠 +351 91 689 69 26

Vera Mexia

✉ vera.mexia@pintobasto.com
📠 +351 91 877 45 99

Madeira

G Agencia De Navegacao, Blandy, Ltda.

Avenida Zarco 2
PO Box 408
9006 Funchal Codex
Madeira, Portugal

☎ +351 291 200640/7
☎ +351 291 200641
📠 +351 291 226403
✉ shipping@blandy.com

Hugo Ferreira

✉ h.ferreira@blandyshipping.com
📠 +351 96 6271610

Dimas Almada

✉ d.almada@blandyshipping.com
📠 +351 96 9459893

Oporto

G Pinto Basto Comercial Ltda.

Rua Dr. Francisco Sa Carneiro,
336- R/C 4450-676
Leca da Palmeira - Portugal

☎ +351 22 999 43 00
📠 +351 229 967 387
🌐 www.pintobasto.com
✉ maria.helena@pintobasto.com
✉ tiago.silva@pintobasto.com

Maria Helena Ribeiro

✉ maria.helena@pintobasto.com
📠 +351 91 937 05 41

Tiago Silva

✉ tiago.silva@pintobasto.com
📠 +351 91 2231134

Leixoes (see Oporto, Portugal)

San Juan

L **McConnell Valdes L.L.C.**
270 Munoz Rivera Avenue
San Juan, Puerto Rico 00918
PO Box 364225
San Juan, Puerto Rico 00936-4225

+1 787 759 9292
+1 787 250 5608
+1 787 250 2624
+1 787 250 5810
+1 787 759 9225

Francisco G. Bruno
fgb@mcvpr.com
+1 787 378 3556
+1 787 309 4745
+1 787 783 3598

Raul Arias
rma@mcvpr.com
+1 787 461 1638

Henry Freese
hf@mcvpr.com
+1 787 593 3023

L **Jimenez, Graffam & Lausell**
Suite 505, Midtown Building
420 Ponce De Leon Ave.
San Juan, Puerto Rico 00918 3405

PO Box 366104
San Juan, Puerto Rico 00936-6104
+1 787 767 1030
+1 787 751 4068
www.jgl.com

William A. Graffam
wgraffam@jgl.com
+1 787 723 3380
+1 787 384 3635

J. Ramon Rivera-Morales
rrivera@jgl.com
+1 787 790 7155
+1 787 510 8090

Manolo T. Rodriguez-Bird
mrodriguez@jgl.com
+1 787 755 6913
+1 787 381 7917

Jorge F. Blasini
jblasini@jgl.com
+1 787 644 1901
+1 787 796 3659

Doha

G **Gulf Agency Co. Qatar (W.L.L.)**
PO Box 6534
Doha, Qatar
+974 4420 5600
+974 4420 5601
claims.qatar@gac.com
shipping.doha@gac.com

Zackaria Mathew
zackaria.mathew@gac.com
+974 5581 9861

Suren Motha
suren.motha@gac.com
+974 5581 0196

Sudhir Jai
sudhir.jai@gac.com
+974 5553 4278

Ashan Welagedara
ashan.welagedara@gac.com
+974 5588 3493

Port Reunion

G **Indoceanic Services**
B.P. 186
7, Rue Ambroise Croizat
97825 Le Port Cedex
Port Reunion, Reunion Island
+262 43 3333
+262 43 1515
www.indoceanic.com
isles@indoceanic.com

Harold Jose Thomson
+262 692 852929
+262 44 8383
+262 44 8631

Dominique Joan Thomson
dot@indoceanic.com
+262 692 017777

Gerard Philippe
+262 692 019999

Bucharest

G **Interservices S.A.**
Strada Daniel Barcianu Nr. 4
030901 Bucharest, Romania
+40 21 321 9235
+40 21 323 9235
+40 21 326 9235
+40 21 320 4066
www.mancas.ro
office@mancas.ro

Luciana Mancas
+40 722 230759

Gabriel Mancas
+40 722 230758

Gabriel Ciutu
+40 744 568028

Constantza

G **Interservices S.A.**
Str. Revolutiei din 22 Decembrie 1989 No. 41
Bloc SNC, Etaj 2, Apt. 31
900735 Constantza, Romania
+40 241 611644
+40 241 616543
+40 241 611644
+40 241 616507
www.mancas.ro
constantza@mancas.ro

Capt. Spiridon Timofte
+40 744 625379
+40 241 736123

Gabriel Tudorache
+40 744 656604
+40 241 559811



Laurentiu Badila
+40 745 764629
+40 341 441539





All Correspondence Should Be Addressed
To Head Office In Bucharest

Constantza (continued)

G Kalimbassieris Maritime S.R.L.

67, Zorelelor Street
900553 Constantza, Romania

 www.kalimbassieris.com
 constantza@kalimbassieris.com

 +40 241 693750
 +40 723 313619
 +30 6 9445 41622 (via Greece)
 +40 241 693700

Antonios Kalmoukis

 +40 723 313620

Elena Turtoiu





 +40 723 313621

RUSSIA

Kaliningrad

G Pandi Services East

38 Ogareva Street
Kaliningrad 236010, Russia

 +7 4012 916528
 +7 9062 135064
 +7 4012 916583
 pandi@o38.ru

Capt. Sergey Balabanov

 +7 9062 379800




Daria Kovalenko

 +7 9062 135064



Moscow

G CIS Pandi Services Ltd.

59 Leningradskoe Shosse, Office 402
Moscow 12195, Russia

 +7 495 221 8046
 +7 495 221 8046
 moscow@cispandi.com

Dmitry Bukanovskiy




 +7 910 401 1876
 +7 916 997 1874

Murmansk

G Murmansk P&I Agency

Portovy Proezd 31, Office 58
Murmansk, Russia



PO Box 38
N-9915 Kirkenes, Norway

 +7 8152 400038
 +7 8152 400038
 murmansk_pandi@com.mels.ru

Alex Popov

 +7 921 7240402




Natalia Lisitsa

 +7 911 3037493
 +7 8152 53 6515

Nakhodka



G S.H.A. Nakhodka Co., Ltd.

PO Box 198
16A Sportivnaya Str.
Room 501, Business Center
Nakhodka, 692930 Russia



 +7 4236 679104
 +7 4236 693143
 sha@nhk.ru

 AFTER HOURS: +7 4236 670848

Irina Zhgileva

 +7 914 7090661
 +7 4236 670848






Yuri Prib

 +7 914 7090619
 +7 4236 670848

Novorossiysk

G Novorossiysk Marine Company Ltd.

10, Kommunisticheskaya Street
Novorossiysk 353900
Krasnodar Region, Russia

 +7 8617 644777
 +7 8617 613162
 +7 8617 613356
 +7 8617 644777
 +7 8617 613356

 users.kubtelecom.ru/~mcnostra
 mcnostra@mail.kubtelecom.ru

Kirill Mashukov

 +7 9887 629673

Capt. Nikolay Parkhomenko

 +7 9887 626402

St. Petersburg




G Falcon P&I Ltd.

Office 423, Mezhevoy Kanal 5Ax
St. Petersburg, 198035, Russia

PO Box 5
St. Petersburg 198035, Russia

 +7 812 7149069
 +7 812 3296956
 +7 911 217 1518
 falconpandi@mail.ru

Igor Sokolov

 falconpandi@mail.ru
 +7 217 1518
 +7 812 7516375

Rostislav R. Shageev

 +7 812 938 55 59

Ilya I. Sokolov

 +7 950 009 64 67

Vladivostok

G CIS Pandi Services Ltd.

58 Partizansky Prospect, Apt. 404
Vladivostok 690002, Russia

☎ +7 4232 431 865

☎ +7 4232 431 865

✉ vladivostok@cispandi.com

Oleg Onoprienko

☎ +7 4232 701403

☎ +7 4232 451658

Sergey Polonskiy

☎ +7 4232 735833

☎ +7 4232 462403

SAMOA

Apia

G Pacific Forum Line

Beach Road, Matautu – Tal.
PO Box 655
Apia, Western Samoa

☎ +685 20 345

☎ +685 20 348

☎ +685 22 179

☎ +685 22 343

✉ pfl@samoa.net

John Ryan

☎ +685 24 441

Margaret Ryan

☎ +685 24 441

Fred Schmidt

☎ +685 20 094

SAUDI ARABIA

Dammam

**G Gulf Agency Company
Saudi Arabia**

PO Box 335
Algoasaibi Bldg., opposite Sheraton Hotel
Dammam 31411, Saudi Arabia

☎ +966 3 8328762

☎ +966 3 8323425

☎ +966 3 8323427

☎ +966 3 8323035

☎ +966 3 8344607

www.gac.com/saudiarabia

✉ dammam@gac.com

✉ ahagac.damport@gac.com.sa

Ahsan Khan

✉ ahsan.khan@gac.com

☎ +966 3 8341158

☎ +966 5 5884451

Qasim Karori

✉ qasim.karori@gac.com

☎ +966 3 8340675

☎ +966 5 5849997

**G Mutual Marine Services Al
Mushtaraka Ltd.**

Al-Zakir Bokhari Building
Al-Tobaishi
PO BOX 8972
Dammam 31492, Saudi Arabia

☎ +966 3 8268326

☎ +966 3 8267201

☎ +966 3 8275342

✉ claims.dammam@mushtaraka.com

Syed Nizamuddin Ahmed

✉ nizamuddin@mushtaraka.com

☎ +966 50 5840518

☎ +966 3 8271579

Ibrahim Al-Askary

✉ ibrahim.alaskary@mushtaraka.com

☎ +966 50 6801565

Ali H. Abdulatif

✉ ali.alatif@mushtaraka.com

☎ +966 50 4990865

Sayed Moizuddin Umer

✉ syed.moizuddin@mushtaraka.com

☎ +966 56 6514678

Jeddah

**G Mutual Marine Services Al
Mushtaraka**

P.O. Box 12635
3rd Floor
Saudi Business Centre - Medina Road
Jeddah, 21483, Saudi Arabia

☎ +966 2 6522666

☎ +966 2 6521944

✉ claims@mushtaraka.com

Mahmood Mattar

✉ mahmoodmattar@mushtaraka.com

☎ +966 50 5697553

☎ +966 2 6659603

Larry Heron

✉ larry.heron@mushtaraka.com

☎ +966 50 4667728

☎ +966 2 6943464 EXT. 2088

Hassan Omar

✉ hassanomar@mushtaraka.com

☎ +966 50 5692261

☎ +966 2 6021804

**G Gulf Agency Company
Saudi Arabia**

Algoasaibi Centre Off Al-Andalus Street
Al Hamra
PO Box 2038
Jeddah 21451, Saudi Arabia

☎ +966 2 6535060

☎ +966 2 6534272

☎ +966 2 6510860

www.gac.com

✉ jeddah@gac.com

✉ altaf.khatib@gac.com

Abdul Latif Khan

☎ +966 505 365709

☎ +966 2 6526175

Ali Akbar Verayamani

☎ +966 2 6730523

☎ +966 505 365708

Dakar

G Africa P&I c/o Senegal P&I

Rue Jean Jaures, Immeuble Aicha
B.P. 48100
Dakar, Senegal

☎ +221 33842 9093
☎ +221 77 510 8351
☎ +212 33842 9093
✉ senegal@africapandi.com
✉ senegalpandi@yahoo.fr

📄 In Case Of Communication Difficulties,
See Marseille, E.T.I.C.

Guillame Bell

✉ g.bell@senegalpandi.com
☎ +221 77 510 8351

Boubacar Mane

✉ b.mane@senegalpandi.com
☎ +221 77 630 1249

G TCI Africa Dakar

5, Avenue Georges Pompidou
B.P. 2540
Dakar, Senegal

☎ +221 33 849 1399
🕒 +221 33 823 5016
☎ +221 33 823 5019
✉ tciafrdk@orange.sn
✉ tci_dakar@tci-africa.com

📄 In Case Of Communication Difficulties,
Contact The Managers' Agents, Eltvedt
& O'Sullivan in Marseille
After Hour Contact: +221 33 823 5016

Capt. Edouard Sarr

☎ +221 77 637 5941
🕒 +221 33 823 5016

N'Gagne Faye

☎ +221 77 332 7215

Mahe

G Hunt, Deltel & Co. Ltd.

Trinity House, Albert Street
PO Box 14, Victoria
Mahe, Republic Of Seychelles

☎ +248 380 300
☎ +248 225 367
🌐 www.hundel.sc
✉ hundel@seychelles.net

J.P.R. Grandcourt

✉ percy.grandcourt@huntedtel.com
☎ +248 241 037
☎ +248 515 000

C.E. Houareau

☎ +248 241 475
☎ +248 513 475

E.H. Houareau

✉ edmond.houareau@huntedtel.com
☎ +248 241 475
☎ +248 516 239

D. Dorby

☎ +248 224 273
☎ +248 515 252

Freetown

G Africa P&I

23 Howe Street
Freetown, Sierra Leone

☎ +232 76 991299
☎ +33 671 454165
☎ +232 22 226892
✉ sierraleone@africapandi.com
✉ africapandifreetown@yahoo.com

📄 In Case Of Communication Difficulties,
Contact E.T.I.C. Marseille

Alexandra Roberg

✉ arposltd@yahoo.com
☎ +232 76 991299
☎ +33 671 454165

Mohamed Sesay

☎ +232 33 615675

Singapore

G Seaborne Agencies Pte. Ltd.

15 Beach Road
#02-08 Beach Centre
Singapore 189677

☎ +65 633 72122
☎ +65 633 96988
☎ +65 633 63576
✉ seaborne@singnet.com.sg

H.K. Han

☎ +65 628 91818
☎ +65 967 11577

Richard Kong

☎ +65 628 07879
☎ +65 969 41181

Capt. Shanmugam

☎ +65 969 30931
🕒 +65 647 44407

L Rajah & Tann

4 Battery Road
#26-01 Bank Of China Building
Singapore 049908

☎ +65 653 53600
☎ +65 653 61335
🌐 www.rajahtann.com

Jainil Bhandari

✉ jainil.bhandari@rajahtann.com
☎ +65 6232 0601
☎ +65 9681 7040
☎ +65 6720 8660

Kendall Tan

✉ kendall.tan@rajahtann.com
☎ +65 6232 0634
☎ +65 6536 1335

Derek Tan

✉ derek.tan@rajahtann.com
☎ +65 6232 0630
☎ +65 6720 8660

Singapore (continued)

L Joseph Tan Jude Benny LLP

5 Shenton Way
#35-01 UIC Building
Singapore 068808

☎ +65 6220 9388
☎ +65 6225 7827
🌐 www.jtjb.com

Dato Jude P. Benny

✉ judebenny@jtjb.com
☎ +65 9815 5696
📞 +65 6382 0829

Danny Chua

✉ dannyhua@jtjb.com
☎ +65 9759 3856
📞 +65 6545 6166

John Sze

✉ johnsze@jtjb.com
☎ +65 9062 8575
📞 +65 6777 7421

Koper

G Samer & Co. Shipping Ltd.

Ferrarska 30
PO Box 20, PO Box 432
6000 Koper, Slovenia

☎ +386 5 6106000
☎ +386 5 6398264
🌐 www.samer.com
✉ samer.koper@samer.com

Rok Strukelj

☎ +386 41 339056

Matjaz Koprivec

☎ +386 41 698415

Jan Kogovsek

☎ +386 41 615118

G IBC & Co. Ltd.

Ferrarska Ulica 10
PO Box 135
S-1 6000 Koper, Slovenia

☎ +386 5 6398018
☎ +386 5 6398017
🌐 www.ibt.si
✉ info@ibt.si
✉ i.b.c@siol.net

Ales Sotlar

✉ ales.sotlar@ibt.si
☎ +386 41 418854
📞 +386 5 6527132

Egon Mihacic

✉ egon.mihacic@ibt.si
☎ +386 41 643926
📞 +386 5 6418642

Bojan Bobera

✉ bojan.bobera@ibt.si
☎ +386 31 643926
📞 +386 5 6773594

Mogadishu

G Omer Ali Dualeh & Co.

PO Box 126
Mogadishu, Somalia

☎ +252 1 215635
☎ +252 1 215635
✉ omaarco2@yahoo.com

📄 In Case Of Communication Difficulties,
Contact Us Below:
PO Box 3050 Jeddah 21471, Saudia Arabia
Phone: +966 2 6984296
Fax: +966 2 6196965
Email: omaarco2@yahoo.com

Abdul Kadir O. Ali

☎ +252 2 4427016

Sid A. Mohamed

📞 +252 5 944208

Cape Town

G P&I Associates (Pty) Ltd.

Unit 1B
Foregate Square,
Table Bay Boulevard
Cape Town, 8000, South Africa

PO Box 1270
Cape Town, South Africa

☎ +27 21 4254924
📞 +27 83 2503398
📞 +27 21 4211423

🌐 www.pandi.co.za
✉ pict@ct.pandi.co.za

Garth Hansen

☎ +27 83 2256994

L Shepstone & Wylie

18th Floor, 2 Long Street
Cape Town 8001, South Africa

PO Box 7452
Roggebaai 8012
Cape Town 8001, South Africa

☎ +27 21 4196495
☎ +27 21 4181974
🌐 www.wylie.co.za
✉ info@wylie.co.za

Johan Swart

✉ swart@wylie.co.za
☎ +27 21 9764268
☎ +27 82 3333555

Edmund Greiner

✉ greiner@wylie.co.za
☎ +27 82 3333359
📞 +27 21 6832753

Anneke Viljoen

✉ aviljoen@wylie.co.za
☎ +27 82 9240500

Durban

G P&I Associates (Pty) Ltd.

1st Floor, 1 Kingsmead Boulevard
Kingsmead Office Park
4001 Durban, South Africa

PO Box 3814
Durban 4001, South Africa

+27 31 3685050
+27 83 2503398
+27 31 3324455
www.pandi.co.za
pidurban@pandi.co.za

Alan Reid

reida@pandi.co.za
+27 83 250 3392
+27 31 4662139

Michael Heads

+27 83 453 4899
+27 31 207 2394

Ronald Evans

+27 83 441 5685

L Shepstone & Wylie

24 Richefond Circle,
Ridgeside Office Park
Umhlanga Rocks
4319 Durban, South Africa

+27 31 5757000
+27 31 5757300
www.wylie.co.za
pandilaw@wylie.co.za

Krish Reddy

reddy@wylie.co.za
+27 82 4437654
+27 31 4039019

Quintus Van Der Merwe

qvdm@wylie.co.za
+27 082 4665062
+27 466 3598

Pre Prinsloo

prinsloo@wylie.co.za
+27 82 4538819
+27 31 5613738

Shane Dwyer

dwyer@wylie.co.za
+27 82 4437653
+27 31 7013997
+27 31 7092752

East London

G Drake Flemmer & Orsmond, Inc.

Tewkesbury House
22 St. James Road
Southernwood
P.O. Box 44
5200 East London, South Africa

+27 43 7224210
+27 43 7221555
www.attorneys.co.za/drakefo
angus@drakefo.co.za

Richard K. Jardine

miriamk@drakefo.co.za
richard@drakefo.co.za
+082 496 0485

Port Elizabeth

L Bowman Gilfillan Inc.

46 Roosevelt Road
Glendinningvale
Port Elizabeth 6001, South Africa

+27 41 373 3640
+27 41 480 7800
+27 41 480 7920
+27 41 373 2296
+27 41 480 3281
www.bowman.co.za

Jeremy Prain

j.prain@bowman.co.za
+27 72 596 7658
+27 21 683 8288

Graham Charnock

g.charnock@bowman.co.za
+27 82 806 6006
+27 21 433 1079

Chris Baker

cbcba@intekom.co.za
+27 82 655 2649
+27 41 365 5576

Craig Cunningham

c.cunningham@bowman.co.za
+27-82 806 6001
+27 21 794 1890

Richards Bay

G P&I Associates (Pty) Ltd.

Suite 3, Chisholm Park
1/6 Northmoor Road
Richards Bay 3900, South Africa

PO Box 1478
Richards Bay 3900, South Africa

+27 35 7979040
+27 35 7979041
+27 35 7979042

www.pandi.co.za
pirbay@pandi.co.za

D.C. Wood

+27 83 4415686
+27 35 7534828

Saldanha Bay

G P&I Associates (Pty) Ltd.

92 Harpuisbos St.
PO Box 596
Langebaan
Western Cape 7357, South Africa

+27 22 772707
+27 83 250 3398
+27 22 7727206
www.pandi.co.za
saldanha@pandi.co.za

Garth Hansen

+27 83 283 3493

Algeciras (see Cadiz, Spain)

Aviles (see Gijon, Spain)

Barcelona

G Hispania P&I Correspondents

C/Bruc, 3, Pral. 1A
08010 Barcelona, Spain

☎ +34 93 268 1853

☎ +34 93 268 4175

🌐 www.pandihispania.com

✉ barcelona@pandihispania.com

James McKinnell

✉ james.mckinnell@pandihispania.com

☎ +34 670 458 646

Anna Escanilla

✉ anna.escanilla@pandihispania.com

☎ +34 637 217151

Rosana Velasco

✉ rosana.velasco@pandihispania.com

☎ +34 670 458 642

Bilbao

G Sucesor De J. Innes

Barroeta Aldamar 3
Bilbao 48001 Spain

☎ +34 94 4230161

☎ +34 94 4237648

☎ +34 94 4235263

✉ innes@euskalnet.net

Alberto Eguia

✉ innes@euskalnet.net

☎ +34 629 442575

Cadiz

G G&J Macpherson S.L.

Fermin Salvochea, 4
11004 Cadiz, Spain

☎ +34 956 808023

☎ +34 956 212656

🌐 www.macphersonmarinesurveyors.com

✉ info@macphersoncadiz.com

J. Macpherson

✉ jmacpherson@macphersoncadiz.com

☎ +34 659 750184

☎ +34 956 873508

Federico Ferrer

✉ fferrer@macphersoncadiz.com

☎ +34 607 636569

Ursula Money

✉ ursulam@macphersoncadiz.com

Cartangena

G Marventura Services Ltda.

Calle 11 No. 1-27 Suite 604
Edificio Don Pedro de Heredia Bocagrande,
Cartagena, Spain

☎ +57 5 665 2413

🌐 www.marventura.com

✉ roberto.spicker@gmail.com

📄 Always Copy The Main Office In Bogota:
marventura.mail@marventura.com

Capt. Roberto Spicker

✉ roberto.spicker@gmail.com

☎ +57 300 8439024

Gijon

G Casimiro Velasco SA

Ci. Alvarez Garaya 13, 1-d
33206 Gijon, Spain

☎ +34 985 354643

☎ +34 985 355310

✉ general@casimirovelasco.com

Casimiro Gonzalez Ayesta

☎ +34 600 593834

Huelva

G G&J Macpherson S.L.

Fermin Salvochea, 4
11004 Cadiz, Spain

☎ +34 956 808023

☎ +34 956 212656

✉ jmacpherson@macphersoncadiz.com

✉ fferrer@macphersoncadiz.com

J. Macpherson

✉ jmacpherson@macphersoncadiz.com

☎ +34 659 750184

☎ +34 956 873508

Federico Ferrer

✉ fferrer@macphersoncadiz.com

☎ +34 607 636569

Madrid

G Comisariado Espanol Maritimo, S.A.

Pintor Juan Gris 4
28020 Madrid, Spain

☎ +34 91 5561900

☎ +34 91 5567138

☎ +34 91 5565966

🌐 www.comismar.es

✉ info@comismar.es

📄 EMERGENCY LINE: +34 626 491491

Luis M. Lozano

☎ +34 660 332954

Madrid (continued)

L Fernando Scornik Gerstein

Avda. Alberto Alcocer, 7-8 dcha
28036 Madrid, Spain

+34 91 3507262

+34 928 273724

+34 91 3507306

www.scornik-gerstein.com

madrid@scornik-gerstein.com

AFTER HOURS: +34 676145647

Saturia Ortega Felix

laspalmas@scornik-gerstein.com

Malaga

G Thomas Wilson S.L.

Plaza Poeta Alfonso Canales, 4
29001 Malaga, Spain

+34 95 2212195

+34 95 2214272

+34 95 2210158

admin@thwilson.com

M.J. Rico

+34 661 250 163

T.M.R. Tuite

+34 670 624193

Seville

G Tablada Pandi Services S.L.

Avda. Reina Mercedes, 19 C
41012 Seville, Spain

+34 954 241212

+34 954 241213

Jeronimo Soriano

jsoriano@futurnet.es

+34 607 209997

+34 955 72 6227

Maite Gomez

+34 666 403383

+34 649 094352

Miguel A. Garcia

+34 666 403384

Tablada (see Cadiz, Spain)

Valencia

G Hispania P&I Correspondents

C/J.J. Domine, 4
Pta. 5, Despacho 3
46004 Valencia, Spain

+34 96 070 0528

+34 96 070 0528

valencia@pandihispania.com

James McKinnell

+34 661 273 787

Rosana Velasco

+34 670 458 642

Alex Ashley

+34 661 273 787

Vigo

G Hispania P&I Correspondents

C/J.J. Domine, 4,
Pta 5, Despacho 3
46004 Valencia, Spain

+34 96 070 0528

+34 661 273 787

www.pandihispania.com

valencia@pandishipania.com

Angel Táboas

+34 607 162 841

James McKinnell

+34 670 458 646

SRI LANKA

Colombo

G GAC Shipping Limited

284, Vauxhall Street
Colombo 2, Sri Lanka

PO Box 1116
Colombo, Sri Lanka

+94 114 797900

+94 114 797910

www.gac.com/srilanka

pandi.srilanka@gac.com

Walter Rodrigo

walter.rodrigo@gac.com

+94 777 718001

+94 112 706906

Pradeep Soyza

pradeep.soyza@gac.com

+94 777 557100

+94 112 957715

Granville Fernando

granville.fernando@gac.com

+94 777 776538

+94 112 239334

Port Sudan

G Mutual Marine Services & Transport Al-Mushtaraka Ltd.

Al Bohein Building, 1st Floor
Port Sudan, Sudan

PO Box 1022
Port Sudan, Sudan

☎ +249 311 827654
☎ +249 311 827656
☎ +249 311 827660
✉ claims.sudan@mushtaraka.com

📄 In Case Of Emergency, Contact Jeddah Office - Capt. L. Heron At
+966 2 652 8768 or
Mobile +966 504 667 728

A.H. Ahmed

✉ amir.hassan@mushtaraka.com
☎ +249 9125 18463

Osman Abdel Azim Badawi

✉ osman.badawi@mushtaraka.com
☎ +249 9123 34920

Paramaribo

G Independent Maritime Bureau

(Suriname) N.V.
Dominestraat 34
PO Box 2924
Paramaribo, Suriname

☎ +597 47 3512
☎ +597 47 2473

Hugo G. Bromet

✉ hbromet@sr.net
✉ hugo@hbrometshipping.sr
☎ +597 42 7228
☎ +597 88 06518

Gothenburg

G Sveriges Angfartygs Assurans Forening

Gullbergs Strandgata 6
SE-411 04 Gothenburg, Sweden

PO Box 171
SE-401 22 Gothenburg, Sweden

☎ +46 31 638400
☎ +46 31 151328
☎ +46 31 156711

🌐 www.swedishclub.com
✉ swedish.club@swedishclub.com

Stockholm (see Gothenburg, Sweden)

G General Correspondent L Legal Correspondent

Lattakia

L John & Hagib Habeishy Law Firm

Onji Building, 8 Azar Street
PO Box 132
Lattakia, Syria

☎ +963 41 461333
☎ +963 41 2470080
☎ +963 41 461332
☎ +963 41 2470088
🌐 www.habeishylawfirm.com
✉ habeishylawfirm@net.sy
✉ info@habeishylawfirm.com

John Habeishy

☎ +963 933 412555
☎ +963 41 472666

Nagib Habeishy

☎ +963 944 656644
☎ +963 41 466013

Hala Habeishy

☎ +963 944 674644
☎ +963 41 465361

Nadine Habeishy

☎ +963 944 565046
☎ +963 41 466013

Tartous

G Elias Marine Consultants Ltd.

Yehia & Shaar Building – 3rd Floor
Al Thawra Street
Tartous, Syria

P.O. Box 181
Tartous, Syria

☎ +963 43 217134
☎ +963 43 217135
✉ emco.sy@eliasmarine.com

Riad Karam

✉ r.karam@eliasmarine.com
☎ +963 933 222537
☎ +357 99 670226
☎ +357 25 753536

Anne Naddour

✉ a.naddour@eliasmarine.com
☎ +963 933 697550

📄 EMERGENCY LINE: +357 25 800999

Papeete

G Agence Maritime De Fare Ute

BP 9100
Papeete, Tahiti
French Polynesia

☎ +689 425 561
☎ +689 428 608

✉ general@amfu.pf
✉ agrand-dufay@amfu.pf

Angelique Grand-Dufay

✉ agrand-dufay@amfu.pf
☎ +689 770 687

☎ Phone ✉ Email 🕒 After Hours 📞 24h Phone
☎ Fax 🌐 Web Site 📱 Mobile ! Special Notes

Kaohsiung

G Taiwan Maritime Services Limited

4F, 533, Chung Shan 2nd Road
Kaohsiung 801, Taiwan

☎ +886 7 282 3511

☎ +886 7 2413326

✉ cmskao@ms3.hinet.net

P.S. Li

✉ burdon.li@surveycms.com.tw

☎ +886 930 094980

☎ +886 7 3918974

M.Y. Tsai

☎ +886 930 094697

☎ +886 7 8215205

Keelung

G Taiwan Maritime Services Limited

6F2, No. 3, Hsiao 4 Road
Keelung 200, Taiwan

☎ +886 2 24223265

☎ +886 2 24287965

Capt. I.L. Lee

✉ james.lee@surveycms.com.tw

☎ +886 930 094675

☎ +886 2 23964326

S.N. Chang

✉ sn.chang@surveycms.com.tw

☎ +886 930 094687

☎ +886 2 24261226

Taichung

G Taiwan Maritime Services Limited

10F-6, 337, Syh Wei Central Road
Wu Chi
Taichung County 435, Taiwan

☎ +886 42 6564002

☎ +886 42 6564069

Capt. M.C. Huang

✉ phu.huang@surveycms.com.tw

☎ +886 930 094692

☎ +886 42 2857091

J.C. Chi

✉ kennith.chi@surveycms.com.tw

☎ +886 918 865 386

☎ +886 42 3585970

Taipei

G Taiwan Maritime Services Limited

8th Floor, No. 36-9
Fu Hsing South Road
Section 1
Taipei 10492, Taiwan (104)

☎ +886 2 27412968

☎ +886 2 27401098

✉ tmspis@ms1.hinet.net

Josephine Liu

✉ jfliu@seed.net.tw

☎ +886 932 206259

☎ +886 2 28954063

John Chou

✉ john.chou@panditms.com.tw

☎ +886 930 094993

☎ +886 2 87879241

☎ +886 2 2768 4609

Allen Sun

✉ allen.sun@panditms.com.tw

☎ +886 933 169436

☎ +886 2 25338915

☎ +886 2 2533 8917

TANZANIA, UNITED REPUBLIC OF

Dar-Es-Salaam

G Robmarine P&I Services Ltd.

291 A, Magore Street
PO Box 9020
Upanga
Dar-Es-Salaam
United Republic of Tanzania

☎ +255 22 2152112

☎ +255 754 304776

☎ +255 22 2150446

☎ www.robmarine.com

📄 In Case Of Communication Difficulties,
Contact UK Office – Michael Robertson
Email: michael@robmarine.com
Tel: +44 1444 876940 or
Fax: +44 1444 876941

Alan Sutton

✉ alan@intafrika.com

☎ +55 754 304776

Martin Mshanga

☎ +55 754 304783

Emmanuel Thomas

☎ +55 754 317932

Joseph Mgyaya

☎ +55 754 279638

Bangkok

G Thai P&I Services International Ltd.

29 Vanissa Building, 8th Floor,
Soi Chidlom, Ploenchit, Pathumwan,
Bangkok, Thailand 10330

☎ +66 2 2557227/9 (3 LINES)
☎ +66 2 6555291
🌐 www.tpni.co.th
✉ tpni@tpni.co.th

Frank Teeuwen

✉ frank@tpni.co.th
☎ +66 81 8273496
🕒 +66 2 3917738

Chanida Sripen

✉ chanida@tpni.co.th
☎ +66 81 8684348
🕒 +66 2 763 7674

Panthip Pholkaew

☎ +66 81 925 1540
🕒 +66 2 386 5141

G Transport And Claim Consultants Co., Ltd.

175-177 Bangkok Union Insurance
Building
4th Floor, Unit 2, Surawongse Road
Suriyawongse, Bangrak
Bangkok 10500, Thailand

☎ +66 2 6348806/9 (4 LINES)
☎ +66 2 6348805
✉ tccwk@loxinfo.co.th

K. Wichien

☎ +66 81 6374447

S. Vivit

☎ +66 81 6374447
🕒 +66 2 9244092

L. Maiyasit

☎ +66 81 8081814

G Wallem Shipping (Thailand) Ltd.

Vorawat Building, 18th Floor / Unite 1802
849 Silom Road, Bangrak
Bangkok 10500, Thailand

☎ +66 22 377830/31
☎ +66 22 361999
✉ walbkk@wallem.co.th

Javee Fongwattanagoon

✉ javee@wallem.co.th
☎ +66 81 9264450

Lome

G Africa P&I Togo

Route De Akodessewa
Zone Portuaire
BP 9114 Lome Port
Togo

☎ +228 271 9455
☎ +228 271 9455
✉ africapanditogo@ids.tg
✉ lome@africapandi.com

📠 In Case Of Communication Difficulties,
Contact E.T.I.C., Marseille

Koudjoferey Koumeysi

☎ +228 903 4041

Emmanuel Nadjo

☎ +228 936 4415

Zoumana Konate

☎ +228 068 64 96

G BUDD c/o Groupe GATO

BP 61088 BE
Lome, Togo

☎ +228 227 9457
☎ +228 227 9462
✉ budd.togo@budd-pni.com

📠 In Case Of Communication Difficulties,
Contact Budd Marseille -
Tel: +33 491 33 58 33

A.K. Gato

✉ prosper.gato@budd-pni.com
☎ +228 9 04 11 10
🕒 +228 2 21 67 83

Pauline Atitso

✉ pauline.atitso@budd-pni.com
☎ +228 909 49 75

Nukualofa

G Dateline Shipping & Travel Ltd.

Suite 10-12 Fakafanua Center
South Building
Corner Vuna & Bypass Rd.
PO Box 2867
Nukualofa, Tonga

☎ +676 2 4500
☎ +676 2 3993
✉ shipping@dateline.to

Ross Chapman

🕒 +676 2 4279

Fine Tohi

✉ fine.tohi@dateline.to
☎ +676 8785786
🕒 +676 2 8012

Port Of Spain

G Gulf Shipping Ltd.

Lloyd Voisin Building
12 Charles Street
Port Of Spain, Trinidad, WI

PO Box 8
Port Of Spain, Trinidad, WI

☎ +1 868 623 4121
☎ +1 868 623 4123
✉ +1 868 623 4124
✉ gulfship@tstt.net.tt

Tessa De Souza

☎ +1 868 633 6735
☎ +1 868 620 2917

Sonja Voisin-Tom

☎ +1 868 632 3512
☎ +1 868 620 4301

Andrew Bernard

☎ +1 868 678 1735
☎ +1 868 678 1765

G Teal Pandi & Marine Services Ltd.

164 Duke of Edinburgh Avenue
Petit Valley
Port Of Spain, Trinidad, WI

PO Box 1407
Port Of Spain, Trinidad, WI

☎ +1 868 632 0506
✉ mail@tealpandi.com

Paul Taylor

☎ +1 868 678 8518
☎ +1 868 632 9297

Donna Taylor

☎ +1 868 678 8085
☎ +1 868 632 9297

Lauraine Farrell

☎ +1 868 684 6754
☎ +1 868 628 3050

TUNISIA

Bizerte

G TIPIC (Tunisian International P&I Correspondent)

Bizerte Center
Quai Tarak Ibn Ziad
BP 55
Bizerte 7018, Tunisia

☎ +216 72 432638
☎ +216 72 432648
✉ +216 72 433599
✉ pdg@tipic.com.tn

Makram Mejri

✉ makram.mejri@tipic.com.tn
☎ +216 98 346743
☎ +216 72 535151

Capt. K. Chalhaf

☎ +216 98 321572
☎ +216 70 726020

Gabes

G TIPIC (Tunisian International P&I Correspondent)

Gabes Center BP 49
Gabes 6000, Tunisia

☎ +216 75 270115
☎ +216 75 270470
✉ +216 75 270504
✉ tipic.sfax@planet.tn
✉ pdg@tipic.com.tn

Jalel Messaoud

☎ +216 98 337491
☎ +216 74 226962

Capt. K. Chalhaf

☎ +216 98 321572
☎ +216 70 726020

Sfax

G TIPIC (Tunisian International P&I Correspondent)

Immeuble Marhaba Centre Intersection
Rue Tahar Sfar Et Aboukacem
Chebbi BP 470
3000 Sfax, Tunisia

☎ +216 74 298734
✉ +216 74 221400
✉ tipic.sfax@planet.tn
✉ pdg@tipic.com.tn

Jalel Messaoud

☎ +216 98 337491
☎ +216 74 226962

Capt. K. Chalhaf

☎ +216 98 321572
☎ +216 70 726020

Skhira (see Sfax, Tunisia)

Sousse

G TIPIC (Tunisian International P&I Correspondent)

5 Avenue Habib Bourguiba
Immeuble Ghenima Apt B25
2nd Floor P.O. Box 109
4002 Sousse, Tunisia

☎ +216 73 213620
☎ +216 73 213740
✉ +216 73 219022
✉ pandi.sousse@plant.tn
✉ pdg@tipic.com.tn

A. Ghachem

☎ +216 98 542307

Capt. K. Chalhaf

☎ +216 98 321572
☎ +216 70 726020

Tunis

G TIPIC (Tunisian International P&I Correspondent)

Immeuble Luxor Ii – (2 Eme Etage)
Rue 8300 Montplaisir
PO Box 5
1002 Tunis, Tunisia

+216 71 950641
+216 71 950741
+216 71 950650
www.tipic.com.tn
pdg@tipic.com.tn

Mehdi Dahen

mehdi.dahen@tipic.com.tn
+216 98 675717
+216 71 494997

Capt. Kamel Chalghaf

kamel.chalghaf@planet.tn
+216 98 321572
+216 70 726020

Khaled Gmati

+216 98 346749

G BUDD Tunisie

Residence Sinbad II - Bloc A 4
Rue Medhat Pacha
1001 Tunis, Tunisia

+216 71 353774
+216 71 253704
+216 71 351331
budd.tunisie@budd-pni.com

In Case Of Communication Difficulties,
Contact BUDD Marseille

Elias Mami

elias.mami@budd-pni.com
+216 98-303791

Hedia Ben Alaoui

hedia.ben-alaoui@budd-pni.com
+216 98-200242

Zarzis (see Sfax, Tunisia)

TURKEY

Iskenderun

G Omur Marine Ltd.

Ataturk Bulvari
Unsal Han, Kat : 4, D:1
Iskenderun, Turkey 31200

+90 326 613937
+90 326 6416488
+90 326 6139737

Send All Correspondence To Istanbul
(Head) Office

Kadir Dogan

k.dogan@omurmarineltd.com
+90 532 3119163

G Vitsan Mumessillik Ve Musavirlik A.S.

Bahcelievler, Ataturk Bulvari
Burak Apt. No. 20 Kat 2
Iskenderun, Turkey 31200

+90 326 6140731
+90 326 6179439
www.vitsan.com.tr
vitsaniskenderun@superonline.com

Mehmet Sen

+90 542 2560408
+90 326 6154472

Cevdet Gunal Tuzun

+90 532 2559603
+90 326 3592165

G Metropole Maritime & Trading Ltd. Co.

Sehit Pamir Cad. Gur Pasaji
No:50/47
Iskenderun, Turkey 31200

+90 326 6144054
+90 326 6144057
iskenderun@metropole.com.tr

See Metropole Maritime & Trading Ltd.
Mersin Branch Office

Capt. Mete Acikbas

+90 533 5576081

Istanbul

G Omur Marine Ltd. (Head Office)

Acibadem Mah. Acibadem Cad.
Aydin Apt. No: 109 K:3 D: 7
34718 Kadikoy
Istanbul, Turkey

+90 216 326 9949
+90 216 326 7900
+90 216 326 7838
www.omurmarineltd.com
omurmarineltd@omurmarineltd.com

EMERGENCY WEEKEND LINE:
+90 216 326 7228

Ahmet Can Bozkurt

a.canbozkurt@omurmarineltd.com
+90 532 285 8994
+90 216 311 3308

Benek Guvenilir Erdemir

b.guvenilir@omurmarineltd.com
+90 533 934 2327
+90 216 532 2559

Burcu Berak Toraman

b.berrak@omurmarineltd.com
+90 533 583 0119
+90 216 518 9611

Istanbul (continued)

G Vitsan Mumessillik Ve Musavirlik A.S.

Bilezik Sokak No. 4
34427 Fındıklı
Istanbul, Turkey

+90 212 252 0600 (8 LINES)
+90 212 249 4434
+90 212 245 4511
www.vitsan.com.tr
vitsan@vitsan.com.tr

Selim Bilgisin

selim@vitsan.com.tr
+90 532 211 1248
+90 212 239 9652

L Yamaner & Yamaner

Cumhuriyet Caddesi Gezi
Apartment No: 9
Kat: 5 D: 9-10
Taksim 34437 Istanbul, Turkey

+90 212 2381065
+90 212 2380810
www.yamaner.av.tr
info@yamaner.av.tr
emekozturk@yamaner.av.tr

L Ulgener Law Office

Denizciler Is Merkezi, A Blok
Fahrettin Kerim Gokay Cd
Altunizade, 81190 Istanbul, Turkey

+90 216 4741555
+90 216 4741516
www.ulgener.com
info@ulgener.com

Dr. M. Fehmi Ulgener

drmfu@superonline.com
fehmi@ulgener.com
+90 532 2111924
+90 216 3555706

N. Akyondem

namik@vitsan.com.tr
+90 533 317 6445
+90 212 347 5273

I. Goktan

isik@vitsan.com.tr
+90 533 2362380
+90 212 2665442

Ferruh Serbest

ferruh@vitsan.com.tr
+90 532 2841879
+90 212 573 0495

Nilgun Yamaner

+90 532 2158867

Ahmet Berker

+90 532 2751444

Atiye Istanbullu

atiye@ulgener.com
+90 216 3853913
+90 532 3166442

Soner Akyildiz

soner@ulgener.com
+90 535 6411346

G Metropole Maritime & Trading Ltd. Co.

Kosuyolu Mah. Ali Nazima Sok.
No:49 Kadikoy
Istanbul, Turkey

+90 216 325 0765
+90 216 327 1623
+90 216 428 0434
www.metropole.com.tr
metropole@metropole.com.tr

Capt. Fevzi Uzun

f.uzun@metropole.com.tr
+90 532 235 1747
+90 216 467 3520

Arzu Ozdemir

a.ozdemir@metropole.com.tr
+90 533 435 5073
+90 533 486 2580

Capt. Cem Ertok

c.ertok@metropole.com.tr
+90 533 512 6919
+90 216 313 4398

Izmir

G Omur Marine Ltd.

Cumhuriyet Bulvari
No:196 K:4 D:8
Irfan Apt. 35220
Alsancak, 35220 Izmir, Turkey

+90 232 4633169
+90 232 4632047
omurmarineltd@omurmarineltd.com

Send All Correspondence To Istanbul
(Head) Office

Haluk Ozorten

h.ozorten@omurmarineltd.com
+90 532 6138537

G Vitsan Mumessillik Ve Musavirlik A.S.

Sehit Fethi Bey Cad. 1328 Sokak
Borsa Is Merkezi No. 1 Kat: 6
35210 Izmir, Turkey

+90 232 4831810
+90 232 4411939
+90 232 4840314

www.vitsan.com.tr
izmir@vitsan.com.tr
vitezmir@superonline.com

Mehmet Tumer

+90 232 3627465
+90 532 2823270

G Metropole Maritime & Trading Ltd. Co.

1420/3 Sokak No. 18/5
35250 Alsancak-Izmir, Turkey

+90 232 465 1566
+90 232 465 1537
+90 232 465 1554
www.metropole.com.tr
izmir@metropole.com.tr

Send All Correspondence To Metropole
Head Office (Istanbul)

Capt. Murat Kulaksiz

izmir@metropole.com.tr
+90 533 512 6918
+90 232 487 6276

Mersin

G Metropole Maritime & Trading Ltd. Co.

Ataturk cad. Adil Kanun Is Hani
K:6 No:21
33060 Mersin, Turkey

+90 324 237 5603
+90 324 237 5604
+90 324 237 5621
www.metropole.com.tr
mersin@metropole.com.tr

Send All Correspondence To Metropole
Head Office (Istanbul)

Capt. Mete Acikbas

mersin@metropole.com.tr
+90 533 557 6081
+90 324 358 1416

UKRAINE

Mariupol

G Azovloyd Pandi Services Ltd.

18, Lunin Avenue, Block 5
87510 Mariupol, Ukraine

+380 629 527004
+380 629 413025
+380 629 527009
aps@pandi.com.ua

Alexander Nikityuk

nikityuk@pandi.com.ua
+380 629 347382
+380 067 6211006

Evgen Nikityuk

evgennikityuk@pandi.com.ua
+380 629 532165
+380 67 62252516

G C.I.S. Pandi Services

1 Chernomorskaya Str., Apt. 21
87517 Mariupol, Ukraine

+380 629 413364
+380 629 413364
mariupol@cispandi.com

Capt. Sergey Khadzhiyskiy

+380 50 328 6453

Gennadiy Markov

+380 50 3166536

Nikolayev

G Dias Marine Consulting PC

49/1 Generala Karpenko Street
Nikolayev, Ukraine 54038

+380 512 348255
+380 512 348255
company@dias-co.com

Vladslav Sandul

+380 67 5101112
+380 512 348255

Odessa

G Dias Marine Consulting PC

1, Bazarnaya Str.
65014 Odessa, Ukraine

+380 482 377696
+380 482 346124
+380 482 373873
www.dias-co.com
company@dias-co.com

Dmitriy Gololobov

gololobove@dias-co.com
+380 67 4804899
+380 482 370 198

Elena Trofanyuk

trofanyuk@dias-co.com
+380 67 4838231
+380 482 373419

Igor Cherezov

cherezov@dias-co.com
+380 67 4803434
+380 482 345095

G Legat Co. Ltd.

11, Ljvovskaya Str.
65016 Odessa 16, Ukraine

+380 482 471550
+380 482 447134
+380 487 844025
+380 482 374024
www.legat.odessa.ua
legat@odessa.net

Vladimir Krivoy

+380 50 3367811
+380 48 7232381

Yury Kotliar

+380 50 3364944
+380 482 441403

Sergey Krivoy

+380 50 3954667
+380 48 7653384

Alex Kotliar

+380 50 3160185
+380 482 686464

Abu Dhabi

G National Shipping Gulf Agency Co. (Abu Dhabi) Ltd.

Plot 211, Freeport Area
Mina Zayed,
PO Box 377
Abu Dhabi, United Arab Emirates

+971 2 6730500
+971 2 6731328
www.gac.com
claims.abudhabi@gac.com

Lalin Peiris

claims.abudhabi@gac.com
+971 507964244

Mark Delaney

+971 50 6241802

Capt. Ingemar Porathe

+971 50 6688169

Das Gopal

+971 50 6149687

Dubai

G Gulf Agency Company (Dubai) LLC

Jebel Ali Free Zone
PO Box 17041
Dubai, United Arab Emirates

+971 4 881 8090
+971 4 805 9442
www.gac.com
claims.dubai@gac.com
claims.me@gac.com

Meena Mathews

meena.mathews@gac.com
+971 50 6535762

Capt. Anshuman Singh

anshuman.singh@gac.com
+971 50 625 3944

Atish Kapoor

atish.kapoor@gac.com
+971 56 6812981

George Mathews

george.mathews@gac.com
+971 50 4542918

G Inchcape Shipping Services

Office Court Building,
Oud Metha Road, Oud Metha,
P.O. Box 33166
Dubai, United Arab Emirates

+971 4 3038591
+971 4 3038584
+971 4 3038593
+971 4 3038590
+971 4 3346976
www.iss-shipping.com
pandi.dubai@iss-shipping.com
survey.dubai@iss-shipping.com

Harry Alexander Karanassos

harry.karanassos@iss-shipping.com
+971 50 6453894
+971 4 3988757

Muzaffer Hussain

muzaffer.hussain@iss-shipping.com
+971 50 4554846

K.A. Gopalakrishnan

gopalk@iss-shipping.com
+971 50 4518537

UNITED KINGDOM

G Shipowners Claims Bureau (UK) Ltd.

New London House – 1st Floor
6 London Street
London EC3R 7LP England
United Kingdom

+44 20 7709 1390
+44 20 7709 1350

+44 20 7709 1399
www.american-club.com

See details set out in the Board of Directors and Management section at the front of the book for after-hour information

Belfast

G John Burke & Co. Ltd.

Milewater Basin
Dufferin Road
Belfast BT3 9AA Northern Ireland
United Kingdom

+44 28 90 357560
+44 28 90 747767

www.burkebelfast.co.uk
shipping@burkebelfast.com

Jim Alexander

jalexander@burkebelfast.com
+44 28 90 357565
+44 7860 841 791

Edinburgh

L Beveridge & Kellas W.S.

52 Leith Walk, Leith
Edinburgh, EH6 5HW Scotland
United Kingdom

+44 131 5546321
+44 131 5535319
mail@beveridgekellas.com

Graeme L. Duncan

+44 131 3462329
+44 07881 506858

Lynn Harrison

+44 07919364020
+44 131 553 4259

Phone
Fax

Email
Web Site

After Hours
Mobile

24h Phone
Special Notes

Glasgow

L Maclay, Murray & Spens

151 St. Vincent Street
Glasgow, G25NJ Scotland
United Kingdom

+44 141 2485011
+44 141 2485819
+44 141 2212968

Tim Edward

tim.edward@mms.co.uk
+44 0790 151 0032

George Pennel

george.pennel@mms.co.uk
+44 0773 952 9869

London

G Shipowners Claims Bureau (UK) Ltd.

New London House – 1st Floor
6 London Street
London EC3R 7LP England
United Kingdom

+44 20 7709 1390
+44 20 7709 1350
+44 20 7709 1399
www.american-club.com

See details set out in the Board of Directors and Management section at the front of the book for after-hour information

Swansea

G GAC Shipping UK Ltd.

Alexander Dock
Newport NP202NP
United Kingdom

+44 1633 264199
+44 1633 264168
www.gac.com
agency.bristolchannel@gac.com

Jason Edwards

+44 7799 710725

G Shipowners Claims Bureau, Inc. (Managers Of The American Club)

One Battery Park Plaza – 31st Floor
New York, New York 10004

+1 212 847 4500
+1 212 847 4599
+1 212 847 4598

www.american-club.com
info@american-club.com

See details set out in the Board of Directors and Management section at the front of the book for after-hour information

Anchorage, Alaska

L Keesal, Young & Logan

1029 W. Third Avenue, 6th Floor
Anchorage, Alaska 99501-1917

+1 907 279 9696
+1 907 279 4239
www.kyl.com

Bert Ray

bert.ray@kyl.com
+1 907 272 2543
+1 907 229 4217

Doug Davis

doug.davis@kyl.com
+1 907 346 3579
+1 907 229 4218

Baltimore, Maryland

L Ober, Kaler, Grimes & Shriver, P.C.

120 East Baltimore Street
Baltimore, Maryland 21202-1643

+1 410 685 1120
+1 410 547 0699
www.ober.com
admiralty@ober.com

M. Hamilton Whitman, Jr.

+1 410 243 7334
+1 410 370 0680

Geoffrey S. Tobias

+1 410 337 0322
+1 410 215 5203

L Niles, Barton & Wilmer, LLP

111 South Calvert Street – Suite 1400
Baltimore, Maryland 21202-6185

+1 410 783 6300
+1 410 783 6363
+1 410 783 6410
www.niles-law.com

Robert P. O'Brien

rpobrien@nilesbarton.com
+1 410 377 6340

Owen J. Curley

ojcurley@nilesbarton.com
+1 443 458 5158

Beaumont, Texas




L Benckenstein & Oxford, LLP

3rd Floor, 3535 Calder Avenue
Beaumont, Texas 77706

PO Drawer 150
Beaumont, Texas 77704-0150

 +1 800 324 9182
 +1 409 833 9182
 +1 409 833 7496
 +1 409 833 8819
 www.benoxford.com

Hubert Oxford, III

 hubertoxford@benoxford.com
 +1 409 892 9734
 +1 409 790 1987

L Wells, Peyton, Greenberg & Hunt, LLP

550 Fannin
Petroleum Building – 6th Floor
PO Box 3708
Beaumont, Texas 77704-3708




 +1 409 838 2644
 +1 409 838 4713
 www.wellspeyton.com
 wellspeyton@wellspeyton.com

L Stevens, Baldo, Freeman & Lighty, LLP



550 Fannin – Suite 700
Beaumont, Texas 77701

 +1 409 835 5200
 +1 409 838 5638
 www.sbf-law.com

Alan G. Sampson

 asampson@benoxford.com
 +1 409 861 2580
 +1 409 781 0604

Josh Heinz

 jheinz@benoxford.com
 +1 409 454 2053



Bruce Partain

 bpartain@wellspeyton.com
 +1 409 899 4204




Louis Beard

 +1 409 892 8488




Boyd Wells

 bwells@wellspeyton.com
 +1 409 898 2525

David James

 djames@sbf-law.com
 +1 409 658 7204
 +1 409 892 0696




Mark Freeman

 freeman@sbf-law.com
 +1 409 656 9747
 +1 409 835 0690




Boston, Massachusetts

L Sally & Fitch, LLP

One Beacon Street - 16th Floor
Boston, Massachusetts 02108

 +1 617 542 5542
 +1 617 542 1542
 www.sally-fitch.com

James B. Re

 jbr@sally-fitch.com
 +1 617 519 9775
 +1 617 723 2150




Francis J. Sally

 fjs@sally-fitch.com
 +1 617 780 9416
 +1 781 329 5295




Brownsville, Texas

L Royston, Rayzor, Vickery & Williams, LLP




55 Cove Circle
PO Box 3509
Brownsville, Texas 78523-3509

 +1 956 542 4377
 +1 956 542 4370
 www.roystonlaw.com



Keith N. Uhles

 keith.uhles@roystonlaw.com
 +1 956 831 6667
 +1 956 455 5836

James H. Hunter, Jr.

 jim.hunter@roystonlaw.com
 +1 956 350 3416
 +1 956 495 5100

Javier Gonzalez

 javier.gonzalez@roystonlaw.com
 +1 956 541 0114

Cape Canaveral (see Melbourne, Florida, United States)

Charleston, South Carolina

**L Buist Moore Smythe
McGee P.A.**
5 Exchange Street
PO Box 999
Charleston, South Carolina 29402

+1 843 722 3400
+1 843 434 1434
+1 843 723 7398
www.buistmoore.com
admiralty@buistmoore.com

J. H. Hines

jhines@buistmoore.com
+1 843 343 7101
+1 843 952 9170

R.D. Gilseman

rgilseman@buistmoore.com
+1 843 847 8003
+1 843 406 0237

S.D. Houseal

shouseal@buistmoore.com
+1 843 437 6620
+1 843 856 5249

Gordon D. Schreck

gschreck@buistmoore.com
+1 843 906 8523
+1 843 884 7325

Chicago, Illinois

L Snyder McGovern LLC
12750 South Harlem Avenue – Suite 2A
Palos Heights, Illinois 60463

+1 708 448 9700
+1 708 448 9750
www.snydermcgovern.com
info@snydermcgovern.com

Timothy S. McGovern

tmcgovern@snydermcgovern.com
+1 312 545 4994
+1 708 364 9624

Cleveland, Ohio

**L Ray, Robinson, Carle &
Davies P.L.L.**
Corporate Plaza II, Suite 300
6480 Rockside Woods Blvd. South
Cleveland, OH 44131-2222

+1 216 236 2400
+1 216 236 2409
www.rayrobcl.com
rayrob@rayrobcl.com

Douglas R. Denny

+1 216 642 3375
+1 440 821 2363

Gene B. George

+1 440 871 0901
+1 440 821 1387

Julia R. Brouhard

+1 216 591 0192
+1 216 536 0991

L Thompson Hine LLP

3900 Key Center – 127 Public Square
Cleveland, Ohio 44114-1216
+1 216-566 5500
+1 216 566 5800
www.thompsonhine.com

Richard C. Binzley

dick.binzley@thompsonhine.com
+1 216 598 9001
+1 216 599 7995

Harold W. Henderson

hal.henderson@thompsonhine.com
+1 440 610 0157
+1 216 566 5779

Robert W. Burger

rob.burger@thompsonhine.com
+1 440 242 5955
+1 216 566 5790

Coral Gables (see Miami, Florida, United States)

Corpus Christi, Texas

L Welder Leshin LLP

800 North Shoreline Blvd.
Suite 300, North Tower
Corpus Christi, Texas 74801
+1 361 561 8000
+1 361 561 8001
www.welderleshin.com
info@welderleshin.com

James F. Buchanan

jbuchanan@welderleshin.com
+1 361 779 1730

Dabney W. Pettus

dpettus@welderleshin.com
+1 361 779 1850

Frank L. McNiff, Jr.

fmcniff@welderleshin.com
+1 361 882 2432
+1 361 779 1806

Detroit, Michigan

L D'Luge, Miles, Miles & Cameron, PLC

67 North Walnut
Mount Clemens, Michigan 48043
+1 586 468 7511
+1 586 468 7049
www.dmmplc.com
ccameron@dmmplc.com
bmiles@dmmplc.com

Brian J. Miles

bmiles@dmmplc.com
+1 586 457 2539
+1 586 468 2694

Cheryl Cameron

ccameron@dmmplc.com
+1 586 770 5300

Galveston, Texas

L Royston, Rayzor, Vickery & Williams, LLP

The Hunter Building
306 22nd Street, Suite 301
Galveston, Texas 77550

☎ +1 409 763 1623
📠 +1 409 763 3853
🌐 www.roystonlaw.com
✉ royston@roystonlaw.com

James R. Watkins

✉ james.watkins@roystonlaw.com
📠 +1 713 882 8913
🕒 +1 281 286 0411

William P. Glenn

✉ bill.glenn@roystonlaw.com
📠 +1 409 939 8038
🕒 +1 409 741 9779

J.P. Cooney

✉ patrick.cooney@roystonlaw.com
📠 +1 713 252 3989
🕒 +1 713 706 4114

Greenville, Mississippi

L Henderson Dantone, P.A.

241 Main Street
PO Box 778
Greenville, Mississippi 38702-0778

☎ +1 662 378 3400
📠 +1 662 378 3413
🌐 www.hdpa.com

Joel J. Henderson

✉ jjh@hdpa.com
📠 +1 662 822 8000
🕒 +1 870 265 2575

Frank J. Dantone

✉ fjd@hdpa.com
📠 +1 662 335 0367
📠 +1 662 820 5523

Ted Lamar

✉ edl@hdpa.com
📠 +1 662 335 5537
📠 +1 662 379 1717

Honolulu, Hawaii

L Carlsmith Ball LLP

ASB Tower, Suite 2200
1001 Bishop Street
Honolulu, Hawaii 96813

☎ +1 808 523 2500
📠 +1 808 523 0842
🌐 www.carlsmith.com

Nenad Krek

✉ nkrek@carlsmith.com
📠 +1 808 220 3489
🕒 +1 808 373 5392

Dean Robb

✉ drobb@carlsmith.com
📠 +1 808 542 8847
🕒 +1 808 595 2366

Duane Miyashiro

✉ dmiyashiro@carlsmith.com
📠 +1 808 228 9708
🕒 +1 808 239 0786

L Rush Moore LLP

737 Bishop Street, Suite 2400
Honolulu, Hawaii 96813

☎ +1 808 521 0400
📠 +1 808 521 0597
📠 +1 808 521 0497
🌐 www.rmhawaii.com

Jason M. Tani

✉ jtani@rmhawaii.com
📠 +1 808 595 8069
📠 +1 808 351 0111

Houston, Texas

L Bell, Ryniker & Letourneau

5847 San Felipe, Suite 4600
Houston, Texas 77057

☎ +1 713 871 8822
📠 +1 713 871 8844
🌐 www.brllpc.com

Michael K. Bell

✉ mkbell@brllpc.com
📠 +1 713 385 7630
🕒 +1 713 621 0113

Robert J. Ryniker

✉ rryniker@brllpc.com
📠 +1 713 446 7258
🕒 +1 713 840 1290

Keith B. Letourneau

✉ kbletourneau@brllpc.com
📠 +1 713 398 8129
🕒 +1 713 842 1252

Houston, Texas (continued)

L Killeen & Stern
1770 St. James Place
Suite 300
Houston, TX 77056-3423

☎ 1-713-626-5100
📠 1-713-626-4545
🌐 www.killeen-law.com

Robert Killeen
✉ rkilleen@killeen-law.com
📞 1 713 539 4554
📠 1 512 380 0969

Robert Stern
✉ rstern@killeen-law.com
📞 1 504 237 5634

L Fulbright & Jaworski LLP
1301 McKinney Street, Suite 5100
Houston, Texas 77010-3095

☎ +1 713 651 5151
📠 +1 713 651 5246
🌐 www.fulbright.com/houston

Chris Hart
✉ chart@fulbright.com
📞 +1 281 450 1002

Nick Morrow
✉ nmorrow@fulbright.com
📞 +1 512 786 6505

Ed Patterson
✉ epatterson@fulbright.com
📞 +1 713 594 2304

L Royston, Rayzor, Vickery & Williams, LLP
Pennzoil Place
711 Louisiana St., Suite 500
Houston, Texas 77002

☎ +1 713 224 8380
📞 +1 713 224 8380
📠 +1 713 225 9945
🌐 www.roystonlaw.com
✉ royston@roystonlaw.com

J.P. Cooney
✉ patrick.cooney@roystonlaw.com
📞 +1 281 226 3705

J.M. Elsley
✉ john.elsley@roystonlaw.com
📞 +1 713 870 6848
📠 +1 713 522 6898

L Fowler, Rodriguez, Valdes-Fauli
1331 Lamar Street, Suite 1560
Houston, Texas 77010

☎ +1 713 654 1560
📠 +1 713 654 7930
🌐 www.frc-law.com

Michael W. McCoy
✉ mwm@frvf-law.com
📞 +1 713 253 8299
📠 +1 713 973 8551

Justin Renshaw
✉ rensaw@frvf-law.com
📞 +1 713 894 9983

Timothy W. Strickland
✉ strick@frvf-law.com
📞 +1 281 380 0569
📠 +1 281 334 9262

Luis Enrique Cuervo
✉ lec@frvf-law.com
📞 +1 832 725 3450

Jacksonville, Florida

L Moseley, Prichard, Parrish, Knight & Jones
501 West Bay Street
Jacksonville, Florida 32202

☎ +1 904 356 1306
📞 +1 904 355 9198 / 9399
📠 +1 904 354 0194
🌐 www.mppkj.com

J.F. Moseley, Jr.
✉ jmoseleyjr@mppkj.com
📞 +1 904 333 2986
📠 +1 904 396 0977

Phillip A. Buhler
✉ pabuhler@mppkj.com
📞 +1 904 571 9143
📠 +1 904 367 0275

L Holland & Knight, LLP
50 N. Laura St., Suite 3900
Jacksonville, Florida 32202

☎ +1 904 353 2000
☎ +1 904 798 7362
📠 +1 904 598 5563
🌐 www.hklaw.com

Timothy Conner
✉ timothy.conner@hklaw.com
📞 +1 904 716 9276
📠 +1 904 348 2442

Juneau, Alaska (see Anchorage, Alaska, United States)

Lafayette, Louisiana

L Preis & Roy
Versailles Centre
102 Versailles Boulevard, Suite 400
Lafayette, Louisiana 70509

☎ +1 337 237 6062
📠 +1 337 237 9129
🌐 www.preisroy.com

L. Lane Roy
✉ llr@preisroy.com
📞 +1 337 962 3130
📠 +1 337 988 1606

Edwin G. Preis
✉ egp@preisroy.com
📞 +1 337 962 3131
📠 +1 337 981 0300

Frank A. Piccolo
✉ fap@preisroy.com
📞 +1 281 507 8298

Josh Lee
✉ jel@preisroy.com
📞 +1 504 214 5112

Long Beach, California

L Keesal, Young & Logan

400 Oceangate
PO Box 1730
Long Beach, California 90801-1730

☎ +1 562 436 2000
☎ +1 562 436 7416
💻 www.kyl.com

Bill Collier

✉ william.collier@kyl.com
☎ +1 310 487 8849
☎ +1 562 989 2988

Joe Walsh

✉ joe.walsh@kyl.com
☎ +1 310 650 1242
☎ +1 714 543 6456

Albert Peacock

✉ al.peacock@kyl.com
☎ +1 310 902 8565
☎ +1 310 373 0325

L Cogswell, Nakazawa & Chang, LLP

444 W. Ocean Blvd.
Suite 1250
Long Beach, California 90802-8131

☎ +1 562 951 8668
☎ +1 562 951 3933
💻 www.cnc-law.com
✉ email@cnc-law.com

Alan Nakazawa

✉ alan.nakazawa@cnc-law.com
☎ +1 310 503 6509
☎ +1 424 224 7084

Christina L. Owen

✉ c_owen@cnc-law.com
☎ +1 310 365 1068
☎ +1 310 519 7493

Dick Cogswell

✉ dcogswell@cnc-law.com
☎ +1 818 415 4840
☎ +1 818 279 2264

Melbourne, Florida

L Gray Robinson

1795 West Nasa Blvd.
Melbourne, Florida 32902

☎ +1 321 727 8100
☎ +1 321 984 4122
💻 www.gray-robinson.com

Ted Shinkle

✉ ted.shinkle@gray-robinson.com
☎ +1 321 427 9065
☎ +1 321 752 7305

Alec Russell

✉ alec.russell@gray-robinson.com

Miami, Florida

L Horr, Novak & Skipp

One Datan Center, Suite 1104
9100 South Dadeland Boulevard
Miami, Florida 33156

☎ +1 305 670 2525
☎ +1 305 670 2526
💻 www.hornovakandskipp.com

Jonathan W. Skipp

✉ jonathans@admiral-law.com
☎ +1 305 799 9751

Patrick E. Novak

✉ patrickn@admiral-law.com
☎ +1 305 799 9750

David J. Horr

✉ davidh@admiral-law.com
☎ +1 305 799 9753

Eduardo J. Hernandez

✉ eduardoh@admiral-law.com
☎ +1 305 510 8520

L Hamilton, Miller & Birthisel, LLP

150 S.E. Second Ave
Suite 1200
Miami, Florida 33131

☎ +1 305 379 3686
☎ +1 305 379 3680
💻 www.hamiltonmillerlaw.com

Jennifer Q. Miller

✉ jmiller@hamiltonmillerlaw.com
☎ +1 305-790-0136
☎ +1 561 391 9635

Robert Birthisel

✉ rbirthisel@hamiltonmillerlaw.com
☎ +1 813 545 9636
☎ +1 813 684 8657

Jerry D. Hamilton

✉ jhamilton@hamiltonmillerlaw.com
☎ +1 305 775 4384
☎ +1 954 963 7063

L Hayden Milliken Boeringer & Rodriguez, P.A.

2121 Ponce De Leon Boulevard, Suite 730
Coral Gables, Florida 33134

☎ +1 305 662 1523
☎ +1 305 663 1358
💻 www.hayden-milliken.com

William R. Boeringer

✉ wboeringer@hayden-milliken.com
☎ +1 305 546 7187
☎ +1 305 232 7523

William B. Milliken

✉ wmilliken@hayden-milliken.com
☎ +1 786 853 2335
☎ +1 305 860 3070

Milwaukee, Wisconsin

L Davis & Kuelthau, S.C.

111 East Kilbourn Avenue, Suite 1400
Milwaukee, Wisconsin 53202-6613

☎ +1 414 276 0200
📠 +1 414 276 9369
🌐 www.dkattorneys.com

David W. Neeb

✉ dneeb@dkattorneys.com
📠 +1 414 617 5458
📞 +1 262 784 0937

Kathy L. Nusslock

✉ knusslock@dkattorneys.com
📠 +1 414 412 5917
📞 +1 414 906 0242

Mobile, Alabama

**L Vickers, Riis, Murray
And Curran, LLC**

Region Bank Bldg.
56 Saint Joseph Street
11th Floor
Mobile, Alabama 36602

☎ +1 251 432 9772
📠 +1 251 432 9781
🌐 www.vickersriis.com

Thomas E. Sharp, III

✉ tshart@vickersriis.com
📠 +1 251 599 7888
📞 +1 251 343 0309

J. Marshall Gardner

✉ mgardner@vickersriis.com
📠 +1 251 716 6739
📞 +1 251 973 2467

J.W. Goodloe, Jr.

✉ bgoodloe@vickersriis.com
📠 +1 251 689 3446
📞 +1 251 928 8816

L Burr & Forman, LLP

RSA Tower
11 North Water Street, Suite 22200
Mobile, Alabama 36602
PO Box 2287
Mobile, Alabama 36652-2287

☎ +1-251 344 5151
📠 +1 251 344 9696
🌐 www.burr.com

John Kavanagh

✉ john.kavanagh@burr.com
📠 +1 251 423 0826
📞 +1 251 633 0725

Jeff Beaverstock

✉ jeff.beaverstock@burr.com
📠 +1 251 591 7053
📞 +1 251 341 5026

Abe Philips

✉ abe.philips@burr.com
📠 +1 251 490 6698
📞 +1 251 342 8579

Bill Wasden

📠 +1 251 680 3281
📞 +1 251 680 3281

**L Alford, Clausen & McDonald,
LLC**

One St. Louis Centre
Suite 5000
Mobile, Alabama 36602

☎ +1 251 432 1600
📠 +1 251 432 1700
🌐 www.alfordclausen.com

J. Bart McNeil

✉ jbm@alfordclausen.com
📠 +1 251 415 9203
📞 +1 251 232 1548

Bill Lancaster

✉ wrl@alfordclausen.com
📠 +1 251 510 2921
📞 +1 251 415 9279

Gregory C. Buffalow

✉ gcb@alfordclausen.com
📠 +1 251 415 9235
📞 +1 251 610 8945
📞 +1 251 342 7001

New Orleans, Louisiana

L Fowler, Rodriguez, Valdes-Fauli

400 Poydras Street – 30th Floor
New Orleans, Louisiana 70130

☎ +1 504 523 2600
📠 +1 504 523 2705
🌐 www.frvf-law.com

Alanson T. Chenault

✉ atc@frvf-law.com
📠 +1 504 812 9948

Antonio J. Rodriguez

✉ ajr@frvf-law.com
📠 +1 504 723 6008

Norman C. Sullivan, Jr.

✉ nsullivan@frvf-law.com
📠 +1 504 957 1590
📞 +1 504 895 3148

L Frilot, LLC

1100 Poydras Street
Suite 3700
New Orleans, Louisiana 70163

☎ +1 504 599 8000
📠 +1 504 599 8100
🌐 www.frilot.com

J. Dwight LeBlanc

✉ dleblanc@frilot.com
📠 +1 504 400 8017
📞 +1 504 828 1992

Lara DiCristina

✉ ldicristina@frilot.com
📠 +1 504 415 8448
📞 +1 504 780 0378

Patrick McShane

✉ pmcshane@frilot.com
📠 +1 504 400 8120
📞 +1 504 482 3314

New Orleans, Louisiana

L Phelps Dunbar, LLP

Canal Place
365 Canal Street, Suite 2000
New Orleans, Louisiana 70130-6534

☎ +1 504 566 1311
☎ +1 504 568 9130
🌐 www.phelpsdunbar.com
✉ info@phelps.com

E. Martin Mcleod

✉ marty.mcleod@phelps.com
☎ +1 504 715 1742
📞 +1 504 482 5641

William J. Riviere

✉ bill.riviere@phelps.com
☎ +1 504 723 6479
📞 +1 504 671 8216

David B. Lawton

✉ david.lawton@phelps.com
☎ +1 985 705 1627
📞 +1 985 626 8916

Kevin J. LaVie

✉ kevin.lavie@phelps.com
☎ +1 504 899 5516
☎ +1 504 495 1049
📞 +1 504 833 5516

L Wagner & Bagot LLP

650 Poydras Street, Suite 2660
New Orleans, Louisiana 70130-6158

☎ +1 504 525 2141
☎ +1 504 523 1587
🌐 www.wagnerbagot.com

G. Beauregard Gelpi

✉ bgelpi@wb-lalaw.com
☎ +1 504 450 1410
📞 +1 985 626 1171

C. Gordon Starling, Jr.

✉ gstarling@wb-lalaw.com
☎ +1 504 452 8481
📞 +1 504 897 9525

New York, New York

G Shipowners Claims Bureau, Inc. (Managers Of The American Club)

One Battery Park Plaza – 31st Floor
New York, New York 10004

☎ +1 212 847 4500
☎ +1 212 847 4599
☎ +1 212 847 4598
🌐 www.american-club.com
✉ info@american-club.com

📖 See details set out in the Board of Directors and Management section at the front of the book for after-hour information

Newport News (see Norfolk, Virginia, United States)

Norfolk, Virginia

L Davey & Brogan, P.C.

101 Granby Street, Suite 300
PO Box 3188
Norfolk, Virginia 23510-3188
PO Box 3188
Norfolk, Virginia 23514

☎ +1 757 622 0100
☎ +1 757 622 4924
🌐 www.daveybroganpc.com
✉ info@daveybroganpc.com

Philip N. Davey

✉ pdavey@daveybroganpc.com
☎ +1 757 270 5773
📞 +1 757 489 3687

Patrick M. Brogan

✉ pbrogan@daveybroganpc.com
☎ +1 757 535 7226
📞 +1 757 625 8205

Bryan Meals

✉ bmeals@daveybroganpc.com
☎ +1 757 647 0266

L Vandeventer Black, LLP

World Trade Center
101 West Main Street, Suite 500
Norfolk, Virginia 23510-1699

☎ +1 757 446 8600
☎ +1 757 446 8670
🌐 www.vanblk.com

Mark T. Coberly

✉ mcoberly@vanblk.com
☎ +1 757 676 6771
📞 +1 757 436 3626

Edward J. Powers

✉ epowers@vanblk.com
☎ +1 757 287 6788
📞 +1 757 496 0370

Philadelphia, Pennsylvania

L Palmer, Biezup & Henderson, LLP

620 Chestnut Street
956 Public Ledger Building
Philadelphia, Pennsylvania 19106-3409

☎ +1 215 625 9900
📞 +1 215 625 9900
☎ +1 215 625 0185
✉ mccauley@pbh.com
✉ rwhelan@pbh.com

Michael McCauley

✉ mccauley@pbh.com
☎ +1 302 753 1675
📞 +1 302 478 2924

Richard Whelan

✉ rwhelan@pbh.com
☎ +1 484 686 0974
📞 +1 610 664 0927

Frank DeGiulio

✉ fpd@pbh.com
☎ +1 215 808 2028
📞 +1 610 891 9322

S.M. Calder

✉ scalder@pbh.com
☎ +1 610 213 3951
📞 +1 610 527 8832

Philadelphia, Pennsylvania (continued)

L Mattioni Ltd.

399 Market Street
Suite Number 200
Philadelphia, Pennsylvania 19106

☎ +1 215 629 1600
📠 +1 215 923 2227
🌐 www.mattioni.com
✉ firmmail@mattioni.com

Eugene Mattioni

✉ emattioni@mattioni.com
📠 +1 215 850 8298
📞 +1 215 438 5191

George R. Zacharkow

✉ gzacharkow@mattioni.com
📠 +1 215 990 5036
📞 +1 215 964 5499

Stephen J. Galati

✉ sgalati@mattioni.com
📠 +1 609 670 1192
📞 +1 856 478 0476

Andrew H. Quinn

✉ aquinn@mattioni.com
📠 +1 609 238 2394
📞 +1 856 228 8315

Portland, Maine

L Thompson, Bull, Furey, Bass & Maccoll, LLC

120 Exchange Street, 6th Floor
PO Box 447
Portland, Maine 04112-0447

☎ +1 207 774 7600
📠 +1 207 772 1039
🌐 www.thomport.com

Mark G. Furey

✉ mfurey@thomport.com
📠 +1 207 233 4892
📞 +1 207 774 1713

John R. Bass, II

✉ jrbass@thomport.com
📠 +1 207 831 0846
📞 +1 207 775 3627

Edward S. Maccoll

✉ emaccoll@thomport.com
📠 +1 207 671 9735

Bradford R. Bowman

✉ bbowman@thomport.com
📠 +1 207 632 3034
📞 +1 207 741 1677

Portland, Oregon

L Garvey Schubert Barer

Bank of America Financial Center
121 S.W. Morrison Street
Eleventh Floor
Portland, Oregon 97204-3141

☎ +1 503 228 3939
📞 +1 206 219 1640
📠 +1 503 226 0259
🌐 www.gsblaw.com

Samuel Kauffman

✉ skauffman@gsblaw.com
📠 +1 503 869 7069
📞 +1 503 335 9039

Kathleen B. Bricken

✉ kbricken@gsblaw.com
📠 +1 503 939 3371
📞 +1 503 645 2137

L Wood Tatum

6915 SW Macadam Avenue
Suite 115
Portland, Oregon 97219

☎ +1 503 224 5430
📞 +1 503 887 4906
📠 +1 503 241 7235
🌐 www.woodtatum.com
✉ woodtatum@woodtatum.com

Todd A. Zilbert

✉ taz@woodtatum.com
📠 +1 503 709 3136
📞 +1 503 297 3828

John C. Mercer

✉ jcm@woodtatum.com
📠 +1 503 313 8731
📞 +1 503 635 5436

Robert I. Sanders

✉ ris@woodtatum.com
📠 +1 503 887 4907
📞 +1 503 777 6577

L Lindsay, Hart, Neil & Weigler, LLP

Suite 3400 – 1300 SW Fifth Avenue
Portland, Oregon 97201-5640

☎ +1 503 226 7677
📠 +1 503 226 7697
🌐 www.lindsayhart.com

Thomas McDermott

✉ tmcdermott@lindsayhart.com
📠 +1 503 880 2197
📞 +1 503 221 0427

James McCurdy

📠 +1 971 219 9089
📞 +1 503 234 7290

San Diego, California

L Holmes Weddle & Barcott

501 West Broadway, Suite 2060
San Diego, California 92101

☎ +1 619 358 9987
☎ +1 619 487 9551
🌐 www.hwb-law.com
✉ sstires@hwb-law.com

Sterling J. Stires

✉ sstires@hwb-law.com
☎ +1 760 716 5498
📞 +1 760 918 9057

San Francisco, California

L Emard Danoff Port Tamulski & Paetzold, LLP

49 Stevenson Street, Suite 400
San Francisco, California 94105

☎ +1 415 227 9455
☎ +1 415 227 4255
🌐 www.edptlaw.com

James J. Tamulski

✉ jtamulski@edptlaw.com
☎ +1 415 297 2655
📞 +1 510 654 1867

Eric Danoff

✉ edanoff@edptlaw.com
☎ +1 415 699 3229
📞 +1 510 654 2703

Andrew Port

✉ aport@edptlaw.com
☎ +1 415 613 6161
📞 +1 925 855 9767

L Keesal, Young & Logan

450 Pacific Avenue
San Francisco, California 94133

☎ +1 415 398 6000
☎ +1 415 981 0136
🌐 www.kyl.com

John Giffin

✉ john.giffin@kyl.com
☎ +1 415 515 2855
📞 +1 415 389 9915

Gordon C. Young

✉ gordon.young@kyl.com
☎ +1 415 342 3524
📞 +1 925 258 9304

John Cox

✉ john.cox@kyl.com
☎ +1 415 939 6303
📞 +1 510 339 3745

L Cox, Wootton, Griffin, Hansen & Poulos, LLP

190 The Embarcadero
San Francisco, California 94105

☎ +1 415 438 4600
☎ +1 415 438 4601
🌐 www.cwghp.com

Gregory W. Poulos

✉ gpoulos@cwghp.com
☎ +1 415 971 4211
📞 +1 415 785 3750

Terence S. Cox

✉ tcoc@cwghp.com
☎ +1 415 577 4164
📞 +1 415 455 9778

Richard Wootton

✉ rwootten@cwghp.com
☎ +1 415 465 2685
📞 +1 415 459 6662

Savannah, Georgia

L Hunter, Maclean, Exley & Dunn, P.C.

200 East Saint Julian Street
PO Box 9848
Savannah, Georgia 31412-0048

☎ +1 912 236 0261
☎ +1 912 232 3253
🌐 www.huntermaclean.com

David Sipple

✉ dsipple@huntermaclean.com
☎ +1 912 220 0587
📞 +1 912 238 4513

Colin A. McRae

✉ cmcrae@huntermaclean.com
☎ +1 912 484 0467
📞 +1 912 234 4285

Edgar M. Smith

✉ esmith@huntermaclean.com
☎ +1 912 856 7097
📞 +1 912 961 6707

Seattle, Washington

L Garvey Schubert Barer

18th Floor, 1191 Second Avenue
Seattle, Washington 98101-2939

☎ +1 206 464 3939
☎ +1 206 219 1640
☎ +1 206 219 1640
☎ +1 206 464 0125
🌐 www.gsblaw.com

Barbara L. Holland

✉ bholland@gsblaw.com
☎ +1 206 930 7331
📞 +1 206 842 7021

David R. West

✉ drwest@gsblaw.com
☎ +1 206 947 7987
📞 +1 425 392 4765

Bruce King

✉ bking@gsblaw.com
☎ +1 206 276 8616
📞 +1 206 633 1870

☎ Phone
📠 Fax

✉ Email
🌐 Web Site

🕒 After Hours
📱 Mobile

📞 24h Phone
! Special Notes

Seattle, Washington (continued)

L LeGros Buchanan & Paul, P.S.

701 Fifth Avenue, Suite 2500
Seattle, Washington 98104-7051

☎ +1 206 623 4990
📞 +1 206 623 4990
📠 +1 206 467 4828
💻 www.legros.com
✉ seattle@legros.com

Robert W. Nolting

✉ rnolting@legros.com
📞 +1 206 910 9055
📞 +1 206 784 9546

Marc E. Warner

✉ mwarner@legros.com
📞 +1 206 755 1820
📞 +1 206 770 7710

David C. Bratz

✉ dbratz@legros.com
📞 +1 206 910 9234
📞 +1 425 670 2744

Eric McVittie

✉ emcvittie@legros.com
📞 +1 206 910 6468
📞 +1 206 789 2107

L Keesal, Young & Logan

1301 Fifth Avenue, Suite 1515
Seattle, Washington 98101

☎ +1 206 622 3790
📞 +1 206 343 9529
💻 www.kyl.com

Robert J. Bocko

✉ robert.bocko@kyl.com
📞 +1 206 419 4673
📞 +1 425 557 1015

Philip R. Lempriere

✉ philip.lempriere@kyl.com
📞 +1 206 399 7412
📞 +1 206 284 4754

L Holmes Weddle & Barcott

999 3rd Avenue
Suite 2600
Seattle, Washington 98104

☎ +1 206 292 8008
📞 +1 206 340 0289
✉ mbarcott@hwb-law.com

Michael Barcott

✉ mbarcott@hwb-law.com
📞 +1 206 353 5440
📞 +1 206 323 0731

Svetlana P. Spivak

✉ sspivak@hwb-law.com
📞 +1 206 714 5955
📞 +1 425 743 7540

L Bauer Moynihan & Johnson LLP

2101 Fourth Avenue, Suite 2400
Seattle, Washington 98121

☎ +1 206 443 3400
📞 +1 206 448 9076
💻 www.bmjlaw.com

James P. Moynihan

✉ jpmoynihan@bmjlaw.com
📞 +1 206 550 5248
📞 +1 206 362 1290

Thomas G. Waller

✉ tgwaller@bmjlaw.com
📞 +1 206 938 0636

St. Louis, Missouri

L Lewis, Rice & Fingersh

600 Washington Avenue
Suite 2500
St. Louis, Missouri 63101

☎ +1 314 444 7600
📞 +1 314 241 6056
💻 www.lewisrice.com
✉ arothschild@lewisrice.com

Andrew Rothschild

✉ arothschild@lewisrice.com
📞 +1 314 517 4122

James V. O'Brien

✉ jobrien@lewisrice.com
📞 +1 314 607 1420

Tampa, Florida

L Bajo Cuva Cohen & Turkel P.A.

100 North Tampa Street, Suite 1900
Tampa, Florida 33602

☎ +1 813 443 2199
📞 +1 813 443 2193
💻 www.bajocuva.com
✉ acuva@bajocuva.com

Anthony J. Cuva

✉ anthony.cuva@bajocuva.com
📞 +1 813 220 2882
📞 +1 813 258 5525

Pedro F. Bajo

✉ pedro.bajo@bajocuva.com
📞 +1 813 785 6653

L Fowler White Boggs P.A.

501 East Kennedy Boulevard
Suite 1700
Tampa, Florida 33601

☎ +1 813 228 7411
📞 +1 813 229 8313
💻 www.fowlerwhite.com

Carl R. Nelson

✉ cnelson@fowlerwhite.com
📞 +1 813 253 2658
📞 +1 813 382 1050

Toledo, Ohio (see Cleveland, Ohio, United States)

Wilmington, North Carolina

L Clark, Newton & Evans, L.L.P.

509 Princess Street
Wilmington, North Carolina 28401

☎ +1 910 762 8743
☎ +1 910 762 6206
✉ pem@clarknewton.com

Don T. Evans

✉ dte@clarknewton.com
☎ +1 910 262 3762

Seth P. Buskirk

✉ spb@clarknewton.com
☎ +1 910 442 6720
☎ +1 910 399 1844

John R. Newton

✉ jrn@clarknewton.com
☎ +1 910 520 2223
☎ +1 910 791 2642

URUGUAY

Montevideo

G Chadwick Weir Navegacion S.A.

PO Box 451
Colon 1498, 2nd Floor – off 202
11000 Montevideo, Uruguay

☎ +598 2 9161168
☎ +598 2 9162265
🌐 www.chw.com.uy
✉ mutual@chw.com.uy
✉ chadweir@chw.com.uy
✉ chw@chw.com.uy

Capt. Alejandro Laborde

☎ +598 9560 9651
☎ +598 2711 5219

Bettina Polo

☎ +598 9565 9115
☎ +598 2929 1475

G Thomas J. Schandy Ltda.

Colon 1580, 1st Floor, Suite 4-CP
11000, Montevideo, Uruguay

☎ +598 2 9150168
☎ +598 2 9163329
🌐 www.schandy.com.uy
✉ schandy@schandy.com.uy

Solveig Schandy

✉ solveig.schandy@schandy.com.uy
☎ +598 99 64 83 25
☎ +598 2 604 34 65

Kirsten Schandy

✉ kirsten.schandy@schandy.com.uy
☎ +598 98 21 71 31
☎ +598 2 604 17 82

Karen Schandy

✉ karen.schandy@schandy.com.uy
☎ +598 94 38 66 55
☎ +598 2 336 05 52

Caracas

G E. Moreno Consultores

Av. Romulo Gallegos, Centro Aloa,
Torre C, Piso 4
Ofc. 4-5, Urb. El Marques, Caracas
Venezuela

☎ +58 212 238 0644
☎ +58 212 238 0278
☎ +58 212 238 1545
🌐 +58 212 235 1690
🌐 www.emorenoconsultores.com
✉ pandi@emcve.com
✉ emorenovzla@emcve.com

Eugenio Moreno

✉ emorenovzla@cantv.net
☎ +58 414 366 2012
☎ +58 416 623 5508
☎ +58 212 415 5896

William Henriquez

☎ +58 414 641 2803

G Globalpandi, S.A.

Urbanization Altamira
Avenida San Juan Bosco,
Edificio El - Torbes - Piso 4 -Oficina 52
Caracas, Venezuela

☎ +58 212 210 5138
☎ +58 212 210 5139
🌐 www.globalpandi.com
✉ mail@globalpandi.com

Jose Alfredo Sabatino P.

✉ jose.sabatino@sabatino.com
☎ +58 412 421 0036

La Guaira (see Caracas, Venezuela)

Maracaibo

G Globalpandi, S.A.

Avenida 2, El Milagro
(Sector Santa Lucia) Edificio Pedro
Marin, No. 87-142, Piso, 2,
Maracaibo - Edo. Zulia
Maracaibo, Venezuela

☎ +58 261 723 0305
☎ +58 261 722 0410
☎ +58 261 422 9445
🌐 www.globalpandi.com
✉ mail@globalpandi.com

📧 All Correspondence Should Be Sent To
Puerto Cabello

Jose Luis Cedeno

✉ josecedeno@cantv.net
☎ +58 414 634 5165
☎ +58 412 156 6791

Puerto Cabello

G Globalpandi, S.A.

Centro Comercial Inversiones Pareca
Piso 2, Of. 2-08/2-09
Av. Salom, Urb. Cumboto Sur.
PO Box 154
Puerto Cabello 2050 Edo. Carabobo
Venezuela

International PO Box
PO Box 025801 (Pbl 1273)
Miami, Florida 33102-5801
USA

☎ +58 242 364 1801
☎ +58 242 364 1798
☎ +58 242 364 1026
☎ +58 242 364 0998
💻 www.globalpandi.com
✉ mail@globalpandi.com
✉ globalpandi@sabatinop.com
✉ mail@sabatinop.com

Jose Sabatino

✉ jose.sabatino@sabatinop.com
☎ +58 412 421 0036
📞 +58 241 826 8397

Capt. Adan Villamizar

✉ adamvillamizar@yahoo.com
☎ +58 424 457 5620

Sandra Ayala

☎ +58 412 443 0585
📞 +58 242 421 4108

Puerto La Cruz (see Caracas, Venezuela)

Puerto Ordaz (see Caracas, Venezuela)

VIETNAM

Hai Phong

G Wallem Shipping (Vietnam) Rep. Office

11 Vo Thi Sau - Ngo Quyen District
Hai Phong City, Vietnam

☎ +84 31 3551840
☎ +84 31 3551477
✉ hph-all@wallem.com.vn

Nguyen Manh Hiep

✉ nmh@wallem.com.vn
☎ +84 90 3909491
☎ +84 97 3069494
📞 +84 8 37751571
💻 +84 8 37751572

Phan Van Hung

☎ +84 91 8032356
📞 +84 8 7403762

Hanoi

G Vietnam Insurance Corporation (Baoviet)

35 Hai Ba Trung Street
Hoan Kiem District
Hanoi, Vietnam

☎ +84 4 38262632
☎ +84 4 38262614
☎ +84 4 38245473
✉ service@baoviet.com.vn

Hoang Khang Chen

☎ +84 4 8244545
☎ +84 90 411869

Ho Chi Minh City

G Spica Services

2 Phung Khac Khoan Street
District 1
Ho Chi Minh City, Vietnam

☎ +84 8 38232527
☎ +84 8 38232530
✉ spicavietnam@hcm.fpt.vn
✉ claims@spicaservices.com.vn

Capt. Richard Skene

✉ richardskene@hcm.fpt.vn
☎ +84 90 3802293
📞 +84 8 3898 3290

Le Ha Binh

✉ binhspica@hcm.fpt.vn
☎ +84 90 3831442
📞 +84 8 37712493

Tran Viet Hung

✉ hungspica@hcm.fpt.vn
☎ +84 913 725156
📞 +84 8 3853 6747

G Wallem Shipping (Vietnam) Representative Office

2nd Floor, No. 10 Doan Nhu Hai Street,
District 4
Ho Chi Minh City, Vietnam

☎ +84 8 38265161
☎ +84 8 38565162
☎ +84 8 38265167
✉ wallemvn@wallem.com.vn

Nguyen Manh Hiep

✉ nmh@wallem.com.vn
☎ +84 90 3909491
☎ +84 97 3069494
📞 +84 8 37751571
💻 +84 8 37751572

Phan Van Hung

☎ +84 91 8032356
📞 +84 8 37403762

St. Croix (see San Juan, Puerto Rico)

St. Thomas (see San Juan, Puerto Rico)

Aden

G The Hodeidah Shipping & Transport Co. (SYC)

Thabet Investment Building
Madram Street
PO Box 5106, Maalla
Aden, Republic Of Yemen

☎ +967 2 246000
☎ +967 2 246009
📠 +967 2 246013
📠 +967 2 246014
🌐 www.hodship.aden.com.ye
✉ hodship_aden@y.net.ye
✉ pni-aden@hodship.aden.com.ye

Capt. Ali Ahmed Ali

☎ +967 733 762504
📠 +967 2 203237

Nigel Chevriot

☎ +967 733 762001

Hodeidah

G The Hodeidah Shipping & Transport Co. (SYC)

Sana'a Street, Kilo-7
PO Box 3337
Hodeidah, Republic Of Yemen

☎ +967 3 228969
📠 +967 3 228533
📠 +967 3 228542
🌐 www.hodshipyemen.com
✉ hodship_1969@y.net.ye
✉ hodship@y.net.ye
✉ hodship@yemen.net.ye

Hassan A. Kassim

✉ hassan.kassim@hodship.yemen.com
☎ +967 733 248414
📠 +967 3 219155

Brian Dove

✉ brian.dove@hodship.yemen.com
☎ +967 733 238271
📠 +967 3 202191

Menino Peter Lobo

✉ pnihod@hodshipyemen.com
☎ +967 735 481340

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**AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION & INDEMNITY ASSOCIATION, INC.**

SHIPOWNERS CLAIMS BUREAU, INC., MANAGER

One Battery Park Plaza, 31st Floor
New York, New York 10004 U.S.A

TEL +1 212 847 4500

FAX +1 212 847 4599

WEB www.american-club.com

SHIPOWNERS CLAIMS BUREAU (UK) LTD.

New London House – 1st Floor
6 London Street
London EC3R 7LP U.K.

TEL +44 20 7709 1390

FAX +44 20 7709 1399

SHIPOWNERS CLAIMS BUREAU (HELLAS) INC.

51 Akti Miaouli – 4th Floor
Piraeus 185 36 Greece

TEL +30 210 429 4990 1 2 3

FAX +30 210 429 4187 88

SCB MANAGEMENT CONSULTING SERVICES, LTD.

Room 1803 – Hongyi Plaza
288 Jiujiang Road
Shanghai 200001 People's Republic of China

TEL +86 21 3366 5000

FAX +86 21 3366 6100

EMAIL claims@scbmcs.com

