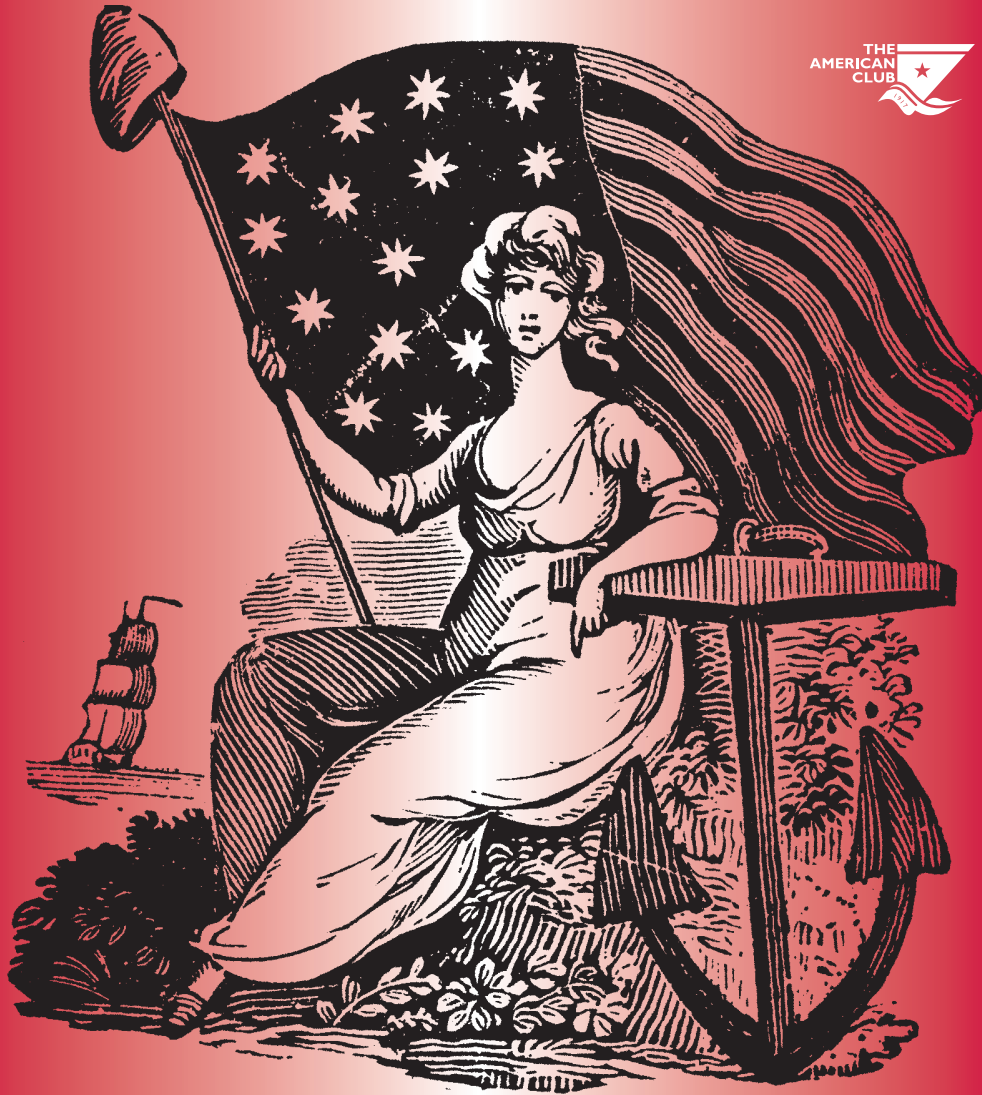


2006/07

THE AMERICAN CLUB
BY-LAWS, RULES &
LIST OF CORRESPONDENTS



BOARD OF DIRECTORS

as of January 1, 2006

Chairman Paul Sa *Standard Shipping, Inc.*

Deputy Chairman James P. Sweeney *Penn Maritime Inc.*

Vassilios Bacolitsas *Sea Pioneer Shipping Corp.*
Lawrence J. Bowles *Nourse & Bowles, LLP*
Calvin W.S. Cheng *Eastmark Associates, Inc.*
Keith Denholm *Pacific Carriers Limited*
Kenneth T. Engstrom *International Shipping Partners*
Samuel A. Giberga *Hornbeck Offshore Operators, LLC*
George D. Gourdomichalis *Free Bulkers S.A.*
Robert A. Guthans *R G Company, LLC*
Chih-Chien Hsu *Eddie Steamship Company, Ltd.*
Markos K. Marinakis *Marinakis Chartering Inc.*
Hariklia N. Moundreas *Good Faith Shipping Company S.A.*
Michael L. Murley *Martin Resource Mgmt. Corp.*
Martin C. Recchuite
Victor S. Restis *Enterprises Shipping & Trading S.A.*
Steven T. Scalzo *Foss Maritime Company*
George Vakirtzis *Polembros Shipping Limited*
Jonathan C. Wales *Reinauer Transportation Companies*
J. Arnold Witte *Donjon Marine Co., Inc.*
Servet Yardimci *Yardimci Group*

Secretary Joseph E. M. Hughes

Manager SHIOWNERS CLAIMS BUREAU, INC.
60 Broad Street – 37th Floor
New York, New York 10004 U.S.A.
Tel: +1.212.847.4500
Fax: +1.212.847.4599
Website: www.american-club.com

SHIOWNERS CLAIMS BUREAU (UK) LTD. PACIFIC MARINE ASSOCIATES, INC.
London Liaison Office 100 Webster Street, Suite 300
3rd Floor, Latham House Oakland, CA 94607 U.S.A.
16 Minories Tel: +1.510.452.1186
London EC3N 1AX U.K. Fax: +1.510.452.1267
Tel: + 44.20.7709.1390
Fax: + 44.20.7709.1399
Claims Fax: + 44.20.7709.1350

SHIOWNERS 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
E-mail: claims@scb-hellas.com

MANAGEMENT (NEW YORK)

	DIRECT LINE	AFTER HOURS
JOSEPH E.M. HUGHES Chairman & CEO e-mail: jhughes@american-club.net	+1.212.847.4504	+1.917.215.2693 mobile +1.203.656.1148 home +1.203.656.2035 fax
VINCENT J. SOLARINO President & COO e-mail: solarino@american-club.net	+1.212.847.4506	+1.917.216.4606 mobile +1.732.206.1010 home +1.732.785.9080 fax
MICHAEL J. MITCHELL Senior Vice President & General Counsel e-mail: mitchell@american-club.net	+1.212.847.4539	+1.917.215.2883 mobile +1.212.582.0780 home
STUART J. TODD Senior Vice President & Head of Underwriting e-mail: todd@american-club.net	+1.212.847.4534	+1.917.215.8044 mobile +1.203.329.4050 home +1.203.329.4066 fax
ARPAD A. KADI Senior Vice President & Controller e-mail: kadi@american-club.net	+1.212.847.4519	+1.917.215.7436 mobile +1.732.549.3153 home

CLAIMS – CARGO (NEW YORK)

	DIRECT LINE	AFTER HOURS
CHARLES B. GORNELL Vice President e-mail: cgornell@american-club.net	+1.212.847.4521	+1.917.539.5090 mobile +1.516.735.3256 home +1.516.796.5986 fax
ANNA QUINN Vice President/Deputy Claims Manager e-mail: annaquinn@american-club.net	+1.212.847.4522	+1.917.767.7942 mobile +1.201.656.8990 home
HUGH A. FORDE Counsel e-mail: forde@american-club.net	+1.212.847.4543	+1.646.334.3159 mobile +1.212.480.0067 home
CAPTAIN SANJIVE NANDA e-mail: nanda@american-club.net	+1.212.847.4560	+1.646.354.8044 mobile +1.609.275.1423 home
GEORGE GRAULING e-mail: grauling@american-club.net	+1.212.847.4605	+1.845.782.2606 home
CARLA BIANCO-BIAGINI e-mail: carla@american-club.net	+1.212.847.4532	+1.917.667.5325 mobile +1.718.467.6977 home
JENNIFER BENNETT e-mail: bennett@american-club.net	+1.212.847.4518	

CLAIMS – FREIGHT, DEMURRAGE & DEFENSE (NEW YORK)

	DIRECT LINE	AFTER HOURS
HUGH A. FORDE Counsel e-mail: forde@american-club.net	+1.212.847.4543	+1.646.334.3159 mobile +1.212.480.0067 home
ANNA QUINN Vice President/Deputy Claims Manager e-mail: annaquinn@american-club.net	+1.212.847.4522	+1.917.767.7942 mobile +1.201.656.8990 home
ARTHUR J. GRIBBIN Counsel e-mail: gribbin@american-club.net	+1.212.847.4556	+1.917.892.0644 mobile +1.718.722.7148 home

CLAIMS – PERSONAL INJURY/DEATH/ILLNESS (NEW YORK & OAKLAND)

	DIRECT LINE	AFTER HOURS
DONALD R. MOORE Vice President/Deputy Claims Manager e-mail: dmoore@american-club.net	+1.212.847.4509	+1.917.539.8061 mobile +1.516.781.2955 home
CHARLES B. GORNELL Vice President e-mail: cgornell@american-club.net	+1.212.847.4521	+1.917.539.5090 mobile +1.516.735.3256 home +1.516.796.5986 fax
ARTHUR J. GRIBBIN Counsel e-mail: gribbin@american-club.net	+1.212.847.4556	+1.917.892.0644 mobile +1.718.722.7148 home
HUGH A. FORDE Counsel e-mail: forde@american-club.net	+1.212.847.4543	+1.646.334.3159 mobile +1.212.480.0067 home
CARLA BIANCO-BIAGINI e-mail: carla@american-club.net	+1.212.847.4532	+1.917.667.5325 mobile +1.718.467.6977 home
LINDA L. WRIGHT Vice President e-mail: linda@pma-sf.com	+1.510.891.9011	+1.510.697.5249 mobile +1 510 654-1867 home

CLAIMS – POLLUTION (NEW YORK)

	DIRECT LINE	AFTER HOURS
DONALD R. MOORE Vice President/Deputy Claims Manager e-mail: dmoore@american-club.net	+1.212.847.4509	+1.917.539.8061 mobile +1.516.781.2955 home
CAPTAIN SANJIVE NANDA e-mail: nanda@american-club.net	+1.212.847.4560	+1.646.354.8044 mobile +1.609.275.1423 home
ARTHUR J. GRIBBIN Counsel e-mail: gribbin@american-club.net	+1.212.847.4556	+1.917.892.0644 mobile +1.718.722.7148 home

CORRESPONDENT MANAGER (NEW YORK)

	DIRECT LINE	AFTER HOURS
CHARLES B. GORNELL Vice President e-mail: cgornell@american-club.net	+1.212.847.4521	+1.917.539.5090 mobile +1.516.735.3256 home +1.516.796.5986 fax

UNDERWRITING (NEW YORK)

	DIRECT LINE	AFTER HOURS
STUART J. TODD Senior Vice President & Head of Underwriting e-mail: todd@american-club.net	+1.212.847.4534	+1.917.215.8044 mobile +1.203.329.4050 home +1.203.329.4066 fax
EDWARD J. FLYNN Vice President e-mail: eflynn@american-club.net	+1.212.847.4512	+1.917.539.9676 mobile +1.914.737.7306 home
JOSEPH E.M. HUGHES Chairman & CEO e-mail: jhughes@american-club.net	+1.212.847.4504	+1.917.215.2693 mobile +1.203.656.1148 home +1.203.656.2035 fax
GARY G. GILBRIDE e-mail: gilbride@american-club.net	+1.212.847.4551	+1.917.769.0063 mobile +1.203.637.8725 home
STUART R. MACDONALD e-mail: macdonald@american-club.net	+1.212.847.4544	+1.646.334.1859 mobile

LOSS PREVENTION & RISK CONTROL (NEW YORK)

	DIRECT LINE	AFTER HOURS
DR. WILLIAM H. MOORE Vice President e-mail: wmoore@american-club.net	+1.212.847.4542	+1.917.216.4790 mobile

SAFETY/SURVEYS/COMPLIANCE (NEW YORK)

	DIRECT LINE	AFTER HOURS
JOHN POULSON e-mail: poulson@american-club.net	+1.212.847.4549	+1.917.216.5027 +1.732.219.6753

INFORMATION TECHNOLOGY (NEW YORK)

	DIRECT LINE	AFTER HOURS
MANNY BERI IT Manager e-mail: mberi@american-club.net	+1.212.847.4528	+1.848.219.2734 mobile

ACCOUNTS (NEW YORK)

	DIRECT LINE	AFTER HOURS
ARPAD A. KADI Senior Vice President & Controller e-mail: kadi@american-club.net	+1.212.847.4519	+1.917.215.7436 mobile +1.732.549.3153 home
DOTTY PARASCANDOLA Vice President – Accounts Receivable/Credit Control e-mail: dotty@american-club.net	+1.212.847.4505	+1.646.824.7010 mobile
CHERYL RAMDIAL Accounts Payable e-mail: ramdial@american-club.net	+1.212.847.4511	

CORPORATE ADMINISTRATION (NEW YORK)

	DIRECT LINE	AFTER HOURS
VICKI A. PARADISE Vice President e-mail: paradise@american-club.net	+1.212.847.4507	+1.917.767.9363 mobile

MANAGEMENT (LONDON)

	DIRECT LINE	AFTER HOURS
IAN J. FARR Managing Director, SCB (UK) Ltd. e-mail: farr@scb-uk.com	+44.20.7709.1391	+44.7801.141525 mobile +44.20.8770.1328 home +44.20.8642.6906 fax

LONDON MARKET LIAISON

	DIRECT LINE	AFTER HOURS
IAN J. FARR Managing Director, SCB (UK) Ltd. e-mail: farr@scb-uk.com	+44.20.7709.1391	+44.7801.141525 mobile +44.20.8770.1328 home +44.20.8642.6906 fax

DAVID H. CULVERWELL Market Liaison Manager e-mail: culverwell@scb-uk.com	+44.20.7709.1357	+44.7788.645264 mobile +44.1865.515317 home +44.1865.517075 fax
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CLAIMS – CARGO (LONDON)

	DIRECT LINE	AFTER HOURS
BRIAN DAVIES Claims Manager e-mail: davies@scb-uk.com	+44.20.7709.1359	+44.7717.295126 mobile +44.1483.812143 home

ROYSTON B. DEITCH Deputy Claims Manager e-mail: deitch@scb-uk.com	+44.20.7709.1395	+44.7740.320437 mobile +44.20.7226.6731 home
---	------------------	---

ANDREAS S. MAROULLETIS e-mail: maroulletis@scb-uk.com	+44.20.7709.1354	+44.7974.760047 mobile +44.20.8441.0736 home
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ANTHONY DESBROUSSES e-mail: desbrousses@scb-uk.com	+44.20.7709.1355	+44.7786.390663 mobile +44.1732.742087 home
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IAN SANDY e-mail: sandy@scb-uk.com	+44.20.7709.1352	+44.7713.741905 mobile +44.20.7766.744378 home
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GUSTAVO GOMEZ-ACEVEDO e-mail: gomez-acevedo@scb-uk.com	+44.20.7709.1358	+44.7910.273969 mobile +44.20.7686.3296 home
---	------------------	---

CLAIMS – FREIGHT, DEMURRAGE & DEFENSE (LONDON)

	DIRECT LINE	AFTER HOURS
BRIAN DAVIES Claims Manager e-mail: davies@scb-uk.com	+44.20.7709.1359	+44.7717.295126 mobile +44.1483.812143 home

ROYSTON B. DEITCH Deputy Claims Manager e-mail: deitch@scb-uk.com	+44.20.7709.1395	+44.7740.320437 mobile +44.20.7226.6731 home
---	------------------	---

ANDREAS S. MAROULLETIS e-mail: maroulletis@scb-uk.com	+44.20.7709.1354	+44.7974.760047 mobile +44.20.8441.0736 home
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IAN SANDY e-mail: sandy@scb-uk.com	+44.20.7709.1352	+44.7713.741905 mobile +44.20.7766.744378 home
---------------------------------------	------------------	---

CLAIMS – POLLUTION (LONDON)

	DIRECT LINE	AFTER HOURS
BRIAN DAVIES Claims Manager e-mail: davies@scb-uk.com	+44.20.7709.1359	+44.7717.295126 mobile +44.1483.812143 home

CLAIMS – PERSONAL INJURY/DEATH/ILLNESS (LONDON)

	DIRECT LINE	AFTER HOURS
IAN SANDY e-mail: sandy@scb-uk.com	+44.20.7709.1352	+44.7713.741905 mobile +44.20.7766.744378 home

GUSTAVO GOMEZ-ACEVEDO e-mail: gomez-acevedo@scb-uk.com	+44.20.7709.1358	+44.7910.273969 mobile +44.20.7686.3296 home
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CORPORATE ADMINISTRATION (LONDON)

	DIRECT LINE	AFTER HOURS
LINDA S. HALLIDAY Administration Manager e-mail: halliday@scb-uk.com	+44.20.7709.1393	+44.7905.210870 mobile

CLAIMS – CARGO (GREECE)

	DIRECT LINE	AFTER HOURS
GEORGE J. TSIMIS Managing Director, SCB (Hellas) Inc. e-mail: tsimis@scb-hellas.com	+30.210.429.4990	+30.694.848.6438 mobile +30.210.625.5917 home
VICTORIA LIOUTA e-mail: liouta@scb-hellas.com	+30.210.429.4990	+30.6944.53.1918 mobile +30.210.6132.385 home
DOROTHEA IOANNOU e-mail: ioannou@scb-hellas.com	+30.210.429.4990	+30.6946.68.1874 mobile +30.210.2822.266 home
MARIVI BANOU e-mail: banou@scb-hellas.com	+30.210.429.4990	+30.694.205.9858 mobile +30.210.614.9991 home

CLAIMS – FREIGHT, DEMURRAGE & DEFENSE (GREECE)

	DIRECT LINE	AFTER HOURS
GEORGE J. TSIMIS Managing Director, SCB (Hellas) Inc. e-mail: tsimis@scb-hellas.com	+30.210.429.4990	+30.694.848.6438 mobile +30.210.625.5917 home
VICTORIA LIOUTA e-mail: liouta@scb-hellas.com	+30.210.429.4990	+30.6944.53.1918 mobile +30.210.6132.385 home
DOROTHEA IOANNOU e-mail: ioannou@scb-hellas.com	+30.210.429.4990	+30.6946.68.1874 mobile +30.210.2822.266 home

CLAIMS – PERSONAL INJURY/DEATH/ILLNESS (GREECE)

	DIRECT LINE	AFTER HOURS
DOROTHEA IOANNOU e-mail: ioannou@scb-hellas.com	+30.210.429.4990	+30.6946.68.1874 mobile +30.210.2822.266 home
VICTORIA LIOUTA e-mail: liouta@scb-hellas.com	+30.210.429.4990	+30.6944.53.1918 mobile +30.210.6132.385 home
MARIVI BANOU e-mail: banou@scb-hellas.com	+30.210.429.4990	+30.694.205.9858 mobile +30.210.614.9991 home

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BY-LAWS

American Steamship Owners Mutual Protection and Indemnity Association, Inc.

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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

ARTICLE I MEMBERS

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.

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

ARTICLE II DIRECTORS

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 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.

ARTICLE II DIRECTORS

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.

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

ARTICLE II DIRECTORS

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.

ARTICLE III OFFICERS

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.

ARTICLE IV MANAGER

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

ARTICLE V INDEMNIFICATION

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

American Steamship Owners Mutual Protection and Indemnity Association, Inc.

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CLASS I**PROTECTION AND INDEMNITY INSURANCE****RULE 1****INTRODUCTORY: 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.

CLASS I**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

- 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.

CLASS I**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

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 1.3.8 to 1.3.11.
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.
Convention Limit	Has the meaning ascribed to it in Rule 4.15.
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.

CLASS I	RULE 1 INTRODUCTORY: INTERPRETATION: MEMBERSHIP: GENERAL PROVISIONS
Group Reinsurance Limit	Has the meaning ascribed to it in Rule 4.15.
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.
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 in it Rule 4.15.
Overspill Claim	Has the meaning ascribed to in it Rule 4.15.
Overspill Claim Date	Has the meaning ascribed to in it Rule 4.15.
Passenger	A person on board an insured vessel by reason of his holding a ticket and making a payment for passage on board the insured vessel.
Policy Year	A year from noon GMT on any February 20 to noon GMT on the next following February 20.

CLASS I	RULE 1 INTRODUCTORY: INTERPRETATION: MEMBERSHIP: GENERAL PROVISIONS
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.
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-ASSUREDS
	Membership
	1 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.

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

- 2 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.
- 3 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.
- 4 All insurances shall be governed by the By-Laws and by the Rules of the Association.
- 5 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

- 6 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:
 - i 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
 - ii any other named co-assured.
- 7 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:
 - i any person interested in the operation, management or manning of the insured vessel;

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

- 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 1.4.30 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 1.4.30 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:

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

- 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.
- 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 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.

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

- 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;
 - 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.
- 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.

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS****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,

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

authorize such Classification Society or Societies to disclose and make available such documents and 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.

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 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.

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

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

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

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.

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 of 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.

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS****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.

- 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 the Managers within three years after the Member knew or ought to have known of the happening, occurrence, event or matter giving rise to the claim. 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.

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

- 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** 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

- 30** 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.
- 31** 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.
- 32** Notwithstanding the provisions of Rule 1.4.30 and 1.4.31 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 clean-up, 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 2.13 or any other section or endorsement or combination thereof; and

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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

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.

- 33** 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

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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.

- 34** 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 1.4.33; nor shall the Association provide prorated or allocated cover on the basis of double insurance or otherwise, except as set forth above in Rule 1.4.33; 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.
- 35** No act, omission, course of dealing, forbearance, delay or indulgence by the Association in enforcing any of these Rules or any contractual terms and conditions shall prejudice or affect the rights and remedies of the Association under these Rules or under such contracts, and no such matter shall be treated as any evidence of waiver of the Association's rights thereunder, nor shall any waiver of a breach by a Member of such Rules or contracts operate as a waiver of any subsequent breach thereof. The Association shall at all times and without notice be entitled to insist on the strict application of these Rules and on the strict enforcement of its contracts.

Provision of Security

- 36** The Association may, but shall in no case be obliged to, provide on behalf of a Member security to prevent the arrest or obtain the release from arrest or otherwise in respect of an insured vessel. Should it do so, the security will be on such terms as the Managers shall in their absolute discretion deem appropriate, and the Member shall upon first demand made at any time by the Managers in writing arrange such counter-security (which expression may in the Managers' absolute discretion include a deposit of cash with the Association) as the Managers may require and (with or without such counter-security having been required or arranged) shall indemnify the Association in consequence of the security originally provided by the Association.
- 37** In the event that a Member does not arrange such counter-security 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 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.
- 38** 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

- 39** 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.

- 40** 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 1.4.39 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.
- 41** 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.
- 42** 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.

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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 non-compliance with any of the provisions of this Section 4, Sub-Section 42, 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
- 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 non-compliance; 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 42, or any action taken by the Association hereunder shall relieve

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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.

Disputes

43 If any difference or dispute shall arise between a Member and the Association concerning the construction of these Rules, or the insurance afforded by the Association under these Rules, or any amount due from the Association to the Member, such difference or dispute shall in the first instance be referred to the Directors. Such reference shall be on written submissions only. No Member shall be entitled to maintain any action, suit or other legal proceedings against the Association upon any such difference or dispute unless and until the same has been referred to the Directors and they shall have:

- i** given their decision thereto; or
- ii** given notice to the Member that they do not wish to adjudicate upon such difference or dispute; or
- iii** been in default for three months in doing either of the above.

Any such suit against the Association shall be brought in the United States District Court for the Southern District of New York. In no event shall suit on any claim be maintainable against the Association unless commenced within two years after the loss, damage or expense resulting from liabilities, risks, events, occurrences and expenditures specified under this Rule shall have been paid by the Member.

44 Provided always that, and without prejudice to the foregoing or the terms of Rule 1.4.46 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.

Applicable Law

- 45 These Rules and any 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 other Rule set forth herein, including, but not limited to, Rule 1.4.46.

Maritime Lien

- 46 The Association shall have a lien on the insured vessel for all premium and all other sums of whatsoever nature due to it under these Rules or any applicable contract of insurance or otherwise. 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.

The Federal Maritime Lien Act, as codified at Sections 31341, *et seq.* of Title 46 of the United States Code, shall govern this Rule concerning the creation and enforcement of maritime liens.

Nothing herein shall prejudice or otherwise affect the right of the Association to take action and/or commence proceedings in any jurisdiction to enforce its right of lien on vessels or to otherwise obtain security by seizure, attachment or arrest of assets or to otherwise recover any amounts owed to the Association.

Delegation

- 47 Whenever any power, duty or discretion is conferred or imposed upon the Managers by virtue of these Rules, such power, duty or discretion may, subject to any terms, conditions or restrictions contained in these Rules, 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.

- 48 Whenever any power, duty or discretion is stated in these Rules 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.

Members and Successors Bound by Rules

- 49 All contracts of insurance effected by the Association shall, save and insofar as they contain any special terms inconsistent herewith, be deemed to incorporate and shall incorporate all the provisions of these Rules. 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 the provisions of these Rules and by any contract of insurance with the Association.

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.

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.

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 EXPENSES

Liability for expenses reasonably incurred in necessarily repatriating any member of the crew or any other 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 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 (SCOPIC) 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 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 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 unless property on the insured vessel is elsewhere covered 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

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 13) 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(1)(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.
- 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 7

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.

- 4 Through or Transshipment 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 transshipment 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 non-negotiable bill of lading, waybill or other non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the owner of that insured vessel 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 8**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 19, 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 8 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 9**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 10

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 11

DIVERSION EXPENSES

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

Section 12

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 12 might arise, and of the reference of the matter to adjusters; and
- 2 the provisos in Section 7 above shall apply to recovery under this Section 12; 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 13

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 an insured vessel which is a "Relevant Ship" as defined in the

Small Tanker Owners Pollution Indemnification Agreement (STOPIA). 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 for the period of entry of such vessel in the Association. In the event that the Member exercises his rights under STOPIA 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 13 in respect of such vessel so long as the Member is not a party to STOPIA.

Section 14

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 14, 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 14, "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 15

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 16

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 17

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 18

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 19

'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 89-777, 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
- 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),

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.

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.

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 2.7 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 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.

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 pipelaying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spill response or professional oil spill response training (but excluding fire-fighting), 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 7 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 19 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.

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.

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 4.14 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 of payment of such a levy, determine the rate of interest that shall be added to and become a part of any delinquent payment and otherwise provide for enforcement or collection thereof.
- 6 If at any time or times after any policy year which commenced on or after February 20, 1989 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 lay-up, 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 4.16 and 17 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 set-off, and payment thereof will not affect a Member’s liability for overspill calls as set out in Rule 4.14 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.

Returns of Premium Consequent Upon Lay-up

- 11 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 or is under repair, 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 lay-up 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 4.11;
- 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 lay-up return, along with supporting documentation acceptable to the Managers of such lay-up, to the Managers not later than 60 days after the end of the lay-up period. 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 4.11 shall not apply to overspill calls.

Member's Obligation to the Association

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

Set-off

- 13 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

- 14 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

15 *Interpretation*

- 1.1 In this Section 15 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 15 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 15.

- 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 15 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 14 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 15 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 15.

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 15 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

16 Subject always to the provisions of Rule 4.15 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.

17 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 any 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, except with respect to the liabilities, costs and expenses resulting directly from the casualty which has given rise to such actual total loss;
 - c 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;
 - d the vessel being missing for ten days from the date it was last heard from or from its being posted at Lloyd's as missing, whichever shall be the earlier.
 - e a Member being in breach of any of the conditions set out in Rule 1.4.14 above and as provided for thereunder;
 - f an insured vessel having failed to pass survey in accordance with the provisions of Rule 1.4.39 to 42 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), 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 prorata 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

American Steamship Owners Mutual Protection and Indemnity Association, Inc.

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CLASS II**FREIGHT, DEMURRAGE AND DEFENSE INSURANCE****RULE 1****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 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.

CLASS II**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

- 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.

Word 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.

CLASS II**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS****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

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

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.
 - 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

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

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.

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 the 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.

- 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.

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.

RULES

American Steamship Owners Mutual Protection and Indemnity Association, Inc.

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CLASS III**INSURANCE FOR CHARTERERS' RISKS****RULE 1****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

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

premium as provided for in Rule 4 of Class I. Such premium may hereinafter be referred to as charterers' fixed premium.

- 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.

**RULE 1 INTRODUCTORY: INTERPRETATION:
MEMBERSHIP: GENERAL PROVISIONS**

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.

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 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.

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.

- 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.

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.

ENDORSEMENTS TO WHICH REFERENCE MAY BE MADE IN CERTIFICATES OF ENTRY:

Estimated Total Cost

The premiums and/or rates charged are based on the assumption that the Association will be assessing its Members for their proportionate share of any deficiency or impairment as provided by law and fixed in accordance with the Rules of the Association. The premiums were calculated with respect to an estimated total cost ("ETC") for the policy period which is 125 per cent of the premiums charged herein. The ETC should be understood to be the full premium charged, no part of which is subject to refund except at the sole discretion of the Board of Directors.

Nothing in this endorsement, however, shall be construed to limit the Member's contingent liability hereunder for assessment without limit of amount for their proportionate share of any deficiency or impairment as provided by law and fixed in accordance with the Rules of the Association; provided, however, that any such assessment shall be for the exclusive benefit of holders of Certificates of Entry which provide for such a contingent liability, and the holders of Certificates of Entry subject to assessment shall not be liable to assessment in an amount greater in proportion to the total deficiency than the ratio that the deficiency attributable to the assessable business bears to the total deficiency.

Certificates of Financial Responsibility

This Certificate is evidence only of the contract of indemnity insurance between the above named Member(s) and the Association and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Association to any other party.

If a Member tenders this Certificate as evidence of insurance under any applicable law relating to financial responsibility, or otherwise shows or offers it to any other party as evidence of insurance, such use of this Certificate by the Member is not to be taken as any indication that the Association thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.

Extended Cargo Coverage

It is hereby understood and agreed that the following language shall supersede Section 7 of Rule 2 of these Rules and its subsections:

- 7 Liability for loss of or damage to or in connection with cargo or other property, whether or not in containers, vans or trailers, (including goods or merchandise under warehouse receipts, bailees or otherwise; refrigerated cargo, livestock, bullion, specie, gold, precious metals, precious stones, jewelry, silks, furs, currency, bonds or other negotiable documents, goods or valuables shipped under ad valorem bills of lading; United States or foreign government mail or parcel post; passenger's baggage, effects, deposits, whether or not their nature and value are known, and property accepted for safekeeping in the safe aboard the insured vessel; and cargoes of every description), to be carried, or which has been carried on board the insured vessel (including while on all piers or adjacent areas inland or while being transported from location to location, whether or not in the custody of other carriers by land, air or water, and/or under through or combined transport bills of lading or interchange agreements) from any cause whatsoever and wheresoever occurring (including but not limited to liability for fraudulent removal, unexplainable disappearance, deviation or variation from and/or breach of contract of affreightment, or vessel drydocking with cargo on board) from the time the Member's responsibility

commences until it ceases, whether as common carrier, forwarder, freighter, warehouseman, bailee or otherwise; provided, however, that no liability shall exist hereunder for:

- 1 Loss, damage or expense incurred in connection with
 - a the custody, carriage or delivery of property or cargo of any description, unless accepted for transportation under a form of contract approved, in writing, by the Association;
 - b passenger's baggage or personal effects, unless the form of ticket issued to the passenger shall have been approved, in writing, by the Association;
 - c the custody, carriage or delivery of property or cargo of any description carried or to be carried under a through or combined transport bill of lading or inter-change agreement or receipt or other similar agreement, unless the form thereof shall have been approved, in writing, by the Association;
- 2 Freight on cargo short-delivered, whether or not prepaid, or whether or not included in the claim and paid by the Member;
- 3 Cargo containers (including the chassis and other equipment) owned or leased by the Member;
- 4 Loss, damage or expense sustained directly or indirectly by reason of cargo or other property which either was not carried aboard the insured vessel or which was not destined to be carried aboard the insured vessel;
- 5 Loss, damage or expense arising from issuance of clean bills of lading for goods known to be missing, unsound or damaged;
- 6 Loss, damage or expense arising from the intentional issuance of bills of lading prior to receipt of the goods described therein, or covering goods not received at all;
- 7 Loss, damage or expense arising from delivery of cargo without surrender of negotiable bills of lading.

And provided further that:

- 8 It is understood and agreed that cargo may be carried in cargo containers, commonly known as metal cargo containers, cargo vans, collapsible vans or in unit pallet loads or other similar types of unit load, and it is hereby agreed that for the purposes of this insurance each package or shipping unit carried by the insured vessel in such containers rather than the containers, shall be deemed a separate shipment and subject to the per package limitations referred to in any other part of this insurance;
- 9 Cargo or other property belonging to the Member shall be deemed insured hereunder, but only to the extent that this insurance would apply had such cargo been owned by others and transported under a form of contract approved, in writing, by the Association; provided, however, that if such cargo or other 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.

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American Steamship Owners Mutual Protection and Indemnity Association, Inc.

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INDEX TO RULES

American Steamship Owners Mutual Protection and Indemnity Association, Inc.

INDEX TO RULES

N.B. Except where specifically indicated, the Rules to which reference is made in this index are the Rules of Class I – Protection and Indemnity Insurance. Since most of the general provisions of the Rules of Class II – Freight, Demurrage and Defense, and of Class III – Insurance for Charterers’ Risks, are incorporated in those classes by reference to the relevant parts of the Rules of Class I, it would be superfluous to recite below those sections of Classes II and III which simply repeat those of Class I. However, where there are differences of approach or wording as between the classes, these are expressly dealt with in this index.

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LIST OF CORRESPONDENTS

American Steamship Owners Mutual Protection and Indemnity Association, Inc.

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ALBANIA (+355)

Durres

- (G) Sam-Shqip Agencies Ltd.
 Rruga Skanderbeg 963
 Durres, Albania
phone: 52-22236
fax: 52-25303
e-mail: samshqip@albaniaonline.net
after hours: **Capt. Muhamed Laknori** 69-2133230 *mobile*
Capt. Pandeli Sota 68-2021777 *mobile*
- please copy all correspondence
 to Edgar H. Greenham - see Trieste, Italy

ALGERIA (+213)

Algiers

- (G) Compagnie Algerienne des Experts
 Maritimes et Industriels (CAEMI)
 25 Boulevard Zirout Youcef
 16000 Algiers, Algeria
phone: 21-739610 / 737552 or 718123
fax: 21-739080 or 736054
mobile: 61-518224
e-mail: caemi@wissal.dz or caemidz@yahoo.fr
after hours: **A. Fenardji** 21-631171
M. Kebir 21-548076 or 21-742052 *phone/fax*

Algiers

- (L) Omar Khelifa
 6 A, Rue de l'Espoir (Bd. Krim Belkacem)
 Algiers, Algeria
phone: 21-742095 / 749274 / 742096
fax: 21-742097 / 749274
e-mail: Okhelifa@hotmail.com
website: www.Okhelifa.multimania.com
after hours: **Omar Khelifa** 21-923812
Algerian mobile: 61-511867 / *French mobile:* 33-6-23-512733

ALGERIA (+213) *continued***Algiers**

- (G) BUDD SA
 Cité des 720 Logements BT 4, No. 2
 Les Vergers Birkhadem 16330
 Algiers, Algeria
phone: 21-440397 or 21-446676
fax: 21-543053 / 21-544326
mobile: 61-507610
e-mail: buddalgiers@ifrance.com
 zakia.rahali@laposte.net / zakia.rahali@budd-pni.com
after hours: **Zakia Rahali** 213-21446676 / 440937
 61507610 / 50230470 *mobile*

Oran

- (G) Neffous Shipping & Consulting
 28, Boulevard Ahmed Ben Abderezak
 3100 Oran
 Algeria
phone: 41-504745
fax: 41-504114
e-mail: nscalgeria@wanadoo.fr
after hours: **Mohammed M. Neffous** 41-53-1266 / 61-20-9585 *mobile*
Emergency Phone 213-61-20-9585

ANGOLA (+244)**Luanda**

- (G) Africa P&I Luanda
 Africa P&I/SGX Angola Lda
 Rua Commandante Eurico No. 17
 CP5900 Miramar Luanda
 Luanda, Angola
phone: 2 442144
fax: 2 442144
e-mail: sgxmarine@netangola.com / africapandiangola@nexus.ao
after hours: **Mr. Otto** 923 400 764 / 923 780 146 *mobile*
Mr. Rogeiro 923 511 607 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

ANGOLA (+244) *continued***Luanda**

- (G) Pandiship (Angola) Ltda
 Av. 14 de Fevereiro
 No. 14 – R/C
 Marginal
 Luanda, Angola
phone: 2-310111
fax: 2-310111
e-mail: fmlaker@snet.co.ao
after hours: **Captain F Mlaker** 2-331524 / 912 501283 *mobile*
- In case of communication difficulties contact:
 Pandiship Ltd, Clarkswell House,
 20 Britton Street, London, EC1M 5NQ
mobile: 44 (0) 7766 206723 or 44 (0) 7767 664992
e-mail: info@pandishipwa.com

Luanda

- (G) BUDD Angola
 Bairro Alvalade
 Rua Dr. Tome Agostinho das Neves, no. 69/71
 Luanda
phone: 244 222 32 87 34
fax: 244-222-32-83-01
e-mail: mainstay@ebonet.net
 general.marseille@budd-pni.com
 buddangola@nexus.ao
website: www.budd-pni.com
after hours: **Mr. Filipe Bonfim** 244 222 44 85 61 / 244 912 50 05 03 *mobile*
Ms. Adelia Correia 244 912 3 81 68 *mobile*

Please copy all e-mails to general.marseille@budd-pni.com.

In case of communication difficulties, kindly contact Budd Marseille:

- phone:* 33 491 33 58 33
fax: 33 491 33 13 31

ARGENTINA (+54)

Bahia Blanca

- (G) Agencia Maritima Walsh (E. Burton) S.R.L.
 Grecia Street Nr. 13
 P.O. Box No. 18
 8000 Bahia Blanca, Argentina
phone: 291-4573080
fax: 291-4573072
telex: +33 81 816 WALSHAR
e-mail: walsh@walsh.com.ar
 heiling@walsh.com.ar
 ericheiling@walsh.com.ar
website: www.walsh.com.ar
 www.amwalsh.com.ar
after hours: **Harry Heiling** 291-4527458 / 92914143410 *mobile*
Hermann Heiling 291-4515423 / 92915715632 *mobile*
Eric Heiling 92915712626 / 92915712627 *mobile*

Buenos Aires

- (G) Pandi Liquidadores S.R.L.
 Viamonte 494 - 8th floor
 1053 Buenos Aires, Argentina
phone: 11-4313-3500
fax: 11-4313-3161
e-mail: pandi@pandi.com.ar
 alberto.trigub@pandi.com.ar
 ricardo.crisp@pandi.com.ar
after hours: **Alberto Trigub** 11-4801-7606 / 9-11-4449-1450 *mobile*
Ricardo Crisp 11-4786-3080 / 9-11-5308-7278 *mobile*

Buenos Aires

- (L) Chami Di Menna y Asociados
 Libertad 567 4 to. Piso
 1012 Buenos Aires, Argentina
phone: 11-4382-4060
fax: 11-4382-4243
e-mail: diego@chami-dimenna.com.ar
after hours: **Diego Chami** 11-4786-9433 / 15-44448068 *mobile*

AUSTRALIA (+61)

Adelaide

- (G) Aus Ship P&I
 17 Kurrambi Crescent
 Hallett Cove, South Australia 5158
phone: 8-8235-2511 (24 hours)
fax: 8-8381-1677
e-mail: adelaide@ausship.com.au
after hours: **Capt. Nello Magliulo** 8-8381-1177 / 0403-024-561 *mobile*

Adelaide

- (L) Wallmans Lawyers
 173 Wakefield Street
 Adelaide, S. Australia 5000
phone: 8-8235-3000
fax: 8-8232-0926
mobile: 407-297067
e-mail: stephen.dickinson@wallmans.com.au
 ian.maitland@wallmans.com.au
after hours: **Ian Maitland** 8-83885543 / 8-83885558 *fax*
Stephen Dickinson 8-82353000 / 0414 456474 *mobile*

Brisbane

- (G) Aus Ship P&I
 P.O. Box 1218
 Woodford, Queensland 4514
 Australia
phone: 7-5496-4688 (24 hours) / 7-5496-4530
fax: 7-5496-4594
e-mail: brisbane@ausship.com.au
after hours: **Capt. Norman Lopez** 7-5496-4530 / 418-754233 *mobile*
Capt. Klaus Wermuth 418-176815 *mobile*
Greg Pugh 412-599-118 *mobile*

AUSTRALIA (+61) *continued*

Brisbane

- (L) Thynne & Macartney
Solicitors & Notaries
G.P.O. Box 245
Level 27 Comalco Place
12 Creek Street
Brisbane, Queensland 4000, Australia
phone: 7-32318888
fax: 7-32290855
cable: THYMAC
e-mail: transport@thymac.com.au
website: www.thymac.com.au
after hours: **Frank Turner** 7-33783302 / 7-38781613 *fax*
Michael Fisher 67-38440964
John Moore 7-38767885 / 7-38767886 *fax*
Bob Behan 7-33963515

Cairns (and Melanesia, Micronesia & Polynesian ports)

- (L) Brian White & Associates
(G) PO Box 5701
Cairns, Queensland, 4870, Australia
phone: 7-40314711
fax: 7-40313810
website: www.bwamarine.com
e-mail: brian@bwamarine.com
sasha@bwamarine.com
belinda@bwamarine.com
after hours: **Brian White** 740578444 / 412-184 856 *mobile*
Sasha Turloff 417-375 540 *mobile*
Belinda McIntosh 740362002 / 416-178-820

Fremantle

- (G) Australian Ship P&I
P.O. Box 350
Fremantle, Western Australia 6959
phone: 8-93191287 (24 hours) / 8-93398222
fax: 8-93398023
e-mail: fremantle@ausship.com.au

AUSTRALIA (+61) *continued*

- after hours:* **Capt. Ajay Tandon** 8-9316-0879 / 411-871-311 *mobile*
Capt. Fred De Rooij 8-9331-6107 / 411-871-312 *mobile*
Capt. Behram Cooper 8-9434-1153 / 411-871-315 *mobile*

Fremantle

- (L) Frank Unmack & Cullen
Cullen House
11 Cantonment Street
P.O. Box 112
Fremantle, Western Australia,
6160 Australia
phone: 8-93354277
fax: 8-93356354
e-mail: mackcull@highway1.net.au
after hours: **Peter Cullen** 89-5252312 / 61-15384852 *mobile*
Tony Pass 89-3868000 / 41-2110986 *mobile*

Melbourne

- (G) Aus Ship P&I
Suite 1, 43 Ross Street
Toorak, Victoria, 3142, Australia
phone: 3-9824-1622
fax: 3-9824-1644
e-mail: melbourne@ausship.com.au
after hours: **Peter Bruce** 3-97412580 / 402-702930 *mobile*
Chris Will 438-982-111 *mobile*
Stuart Will 438-982-222 *mobile*

Melbourne

- (L) Middletons Moore & Bevins
Level 29
200 Queen Street
Melbourne, Victoria, 3000 Australia
phone: 3-92052000
fax: 3-92052055
cable: RELIMASS MELBOURNE
website: www.mmb.com.au

AUSTRALIA (+61) *continued*

after hours: **David Roylance** 3-0416052014 *mobile & after hours* / david_roylance@mmb.com.au / 3-98227385 *fax*
R. Springall 3-95091573 / robert_springall@mmb.com.au
 3-0416052015 *mobile*
Gavin Vallely 3-98826962 / gavin_vallely@mmb.com.au
 3-0416052023 *mobile*

Newcastle

(G) Aus Ship P&I
 P.O. Box 53
 Carrington, NSW 2294 Australia
phone: 2-49635596 (24 hours) / 2-417235947 (direct)
fax: 2-24945-5629 / 29979-3522
e-mail: newcastle@ausship.com.au
after hours: **Capt. Brendan Quinlan** 2-49455629 / 417-235947 *mobile*

Perth, Australia (see Fremantle, Australia)

Sydney

(G) Aus Ship P&I
 3, Heron Cove Marina
 Queens Parade West
 Newport, Sydney NSW 2106,
 Australia
phone: 2-99793633 (24 hours)
fax: 2-99793522
e-mail: sydney@ausship.com.au
after hours: **James Neill** 2-99791974 / 425-263633 *mobile*
Capt. Olav Castellino 2-98991719 / 412-737270 *mobile*
Steve Robertson 2-9974-1070 / 425-253633 *mobile*
Martyn Hughes 2-9979-2715 / 402-72-8111 *mobile*

AUSTRALIA (+61) *continued*

Sydney

(L) Ebsworth & Ebsworth
 Level 21, 126 Phillip Street
 Sydney NSW 2000 Australia
 GPO Box 713
 Sydney NSW 2001 Australia
phone: 2-92342366
fax: 2-92353606
e-mail: sliddy@ebsworth.com.au
 telsworth@ebsworth.com.au
 ahighfield@ebsworth.com.au
 jhurley@ebsworth.com.au
 djames@ebsworth.com.au
website: www.ebsworth.com.au
after hours: **Simon Liddy** 2-99492660 / 419-012633 *mobile*
Timothy Elsworth 2-9357-6941 / 407-633211 *mobile*
Anthony Highfield 2-9706-7273 *home* / 407-402437 *mobile*
Joe Hurley 2-9817-6604 / 409-469563 *mobile* / 2-98188071 *fax*
Drew James 2-9489-3784 / 407-668829 *mobile*
Danella Wilmshurst 2-9967-7273 / 438-012733 *mobile*
 407-028942 *24 hour emergency number*

BAHRAIN (+973)

Manama

(G) Gulf Agency Co. (Bahrain) W.L.L.
 P.O. Box 412
 Bldg 344, Road 4306, Block 343
 Mina Sulman, Industrial Area
 Kingdom of Bahrain
phone: 17-814500 (24 hrs.)
fax: 17-827922 / 17-827928
telex: 8211 GAC BN
cable: "Confidence" Bahrain
website: www.gacworld.com
e-mail: bahrain@gacworld.com
after hours: **Mannath Pillai** 17-227671 / 39675748 *mobile*
Anil Kumar 39670005 *mobile*
Capt. Peter Gronberg 17-694074 / 39694074 *mobile*

BANGLADESH (+880)

Chittagong

- (G) JF (Bangladesh) Limited
 Finlay House
 P.O. Box No. 118
 Agrabad Commercial Area
 Chittagong – 4000 Bangladesh
phone: 31-716321 / 811649 / 725508
fax: 31-710006 / 710207
telex: 633167JFPLCJB
e-mail: info@ifbd.com
 info@jfbdltd.com
 finlaybd@spnetctg.com
after hours: **Mr. BK Chowdhury** bkc@ifbd.com
 31-613783 / 173-101044 *mobile*
Mr. AKM Shamsuzzaman 173-103133 *mobile* / zaman@ifbd.com
Mr. Md. Salauddin Chowdhury salauddin@ifbd.com
 31-718056 / 173-103411 *mobile*
Mr. Mohammad Zonaid zonaid@ifbd.com / 175-019141 *mobile*
Ms. Shaulee Kamal Khan shaulee@ifbd.com
 31-670751 / 173-120858 *mobile*

Dhaka

- (G) Allseas Shipping Limited
 1st Floor, Yousuf Chamber
 20 Dilkusha Commercial Area
 Dhaka 1000, Bangladesh
 GPO Box 683
 1000 Dhaka, Bangladesh
phone: 2-9561512
fax: 2-9559858
e-mail: allseas@allseas-bd.com
website: www.allseasbd.com
after hours: **Khandaker R. Zaman** 2-9133049 / 171-520672 *mobile*
Badrul Ahmed 2-8011349

BARBADOS (+1) *(Not an International call from U.S.A.)*

St. Philip

- (L) Cariconsult International Limited
 Castle Close
 SamLord's Castle
 St. Philip, Barbados, W.I.
phone: 246-423-6412 or 246-231-2196 *mobile*
fax: 246-423-0985
e-mail: cconsult@caribsurf.com
after hours: **Natalie Brace** 246-416-8573
Rupert Steer 246-423-6551

BELGIUM (+32)

Antwerp

- (G) Langlois & Co.
 115 Frankrijklei
 B-2000 Antwerp, Belgium
phone: 3-2250655
fax: 3-2328824
e-mail: mail@langlois.be
after hours: **P. Goossens / paul.goossens@langlois.be**
3-2069190 / 2-7673407 / 475 40 4582 *mobile*
Frank Morel / frank.morel@langlois.be
3-2069171 / 3-4584257 / 477 48 7704 *mobile*
Kurt Van Coppenolle / kurt.vancoppenolle@langlois.be
3-2069173 / 475 719560 *mobile*
Weekend Mobile 0477-349410

Antwerp

- (G) Belgian P & I Services BVBA
 Rijnkaai 37
 Antwerp 2000
phone: 3-2015200
fax: 3-2250611
e-mail: info@bepi.be
 steve.van.den.berghe@bepi.be
after hours: **Paul Pistorius** 473 528 249 *mobile*
Steve Van den Berghe 473 755 923 *mobile*

BELGIUM (+32) *continued***Ghent**

- (G) Langlois & Co.
Trading Places
3-5 Kleindokkaai
B-9000 Ghent, Belgium
phone: 9-2512306 or 2513553
fax: 9-2516112
e-mail: hendrik.vanhoutte@langlois.be
paul.dierkens@langlois.be
gent@langlois.be
after hours: **Hendrik Vanhoutte** 9-3696093 / 32 4738 17601 *mobile*
Paul Dierkens 9-2205940 / 32 4738 45774 *mobile*
Weekend Mobile 0477-349410

BELIZE (+501)**Belize City**

- (G) Michael Bell Company
P.O. Box 268
Belize City, Belize
phone: 225-2167 (24 hours)
fax: 225-2565
e-mail: mickbell@btl.net

BENIN (+229)**Cotonou**

- (G) Africa P&I Benin Sari
C/160 Avenue Van Vollen Hoven
Avleketecodji-Missite
01 BP 4598 RP
Cotonou, Benin
phone: 2131 64 82
fax: 2131 64 83
e-mail: africapi@intnet.bj; cotonou@africapandi.com
after hours: **Akim Moktar** 2132 13 30 / 9744 15 70 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

BENIN (+229) *continued***Cotonou**

- (G) TCI Africa (Benin)
PO Box 03-1060
Cotonou, Benin
phone: 21 311342
fax: 21 311338 / 1837
e-mail: tcibenin@intnet.bj
telex: 5013
after hours: **Victor Essou-Houinou** 21351096 / 90042401 *mobile*
Nourou Oumorou 21353272 / 97880990 *mobile*
Ernest Gbeda 93236345 / 95840044 *mobile*

In case of communication difficulties, please contact the Managers' Agents,
ELTVEDT & O'SULLIVAN

BRAZIL (+55)**Belem**

- (G) Williams Brothers Ltda
Rua Santo Antonio 316
Conj 501 - Centro
66010 090 - Belem PA Brazil
phone: 91-32224973 / 32418841
fax: 91-32239432
e-mail: wilpandi@williams.com.br
telex: 811000 WILL BR

In case of communication difficulties and for after office hours numbers,
contact Recife office.

Paranagua

- (G) JML-P&I Assessoria e Representações Ltda.
Av. Arthur de Abreu 29-10th floor, Room 1 & 2
P.O. Box 666
Paranaguã-Pr-Brazil
CEP 83.203-480
phone: 41-4232425 or 4231155
fax: 41-4232425
e-mail: jmlemos@marcon.com.br
after hours: **J. M. Lemos** 41-34228408 / 41-99784437 *mobile*
41-4204560 *fax*

BRAZIL (+55) *continued***Paranagua**

- (G) van Herp & Frumento (P&I Services) Ltda.
Rua Comendador Correia Junior, 647-Sala 01
83.203-560, Paranagua, Parana, Brazil
mailing address: PO Box 355
Centro Historico
83.203-970, Paranagua, Parana, Brazil
- phone:* 41-3422-5512
fax: 41-3423-1691
e-mail: pandi-png@pandi-png.com.br
website: www.pandi-png.com.br
after hours: **Joao Helio Frumento Filho** frumento@pandi-png.com.br
41-3422-5505 / 41-9978-2564 *mobile*
Eduardo Digiovanni digiovanni@pandi-png.com.br
41-3422-5123 / 41-9118-4108 *mobile*
Abilio Abreu abreu@pandi-png.com.br
41-3425-5520 / 41-9903-9631 *mobile*

Recife

- (G) Williams Brothers Ltda
Av. Eng. Antonio de Goes
449, 9th Floor, PO Box 245
Pina, Recife-PE, 51110-000 Brazil
- phone:* 81-33279200
fax: 81-33272300 *Office hours only* / 81-33279333 *24 hours*
81-34654555 *24 hours*
- e-mail:* wilpandi@williams.com.br
willegal@williams.com.br
- website:* www.williams.com.br
after hours: **Gabriel Oliveira Jr.** 81-34621794 / 99712202 *mobile*
Mario Williams 81-34622634 / 99712203 *mobile*
Roberto Escudeiro 81-34621043 / 99711703 *mobile*
Evaldo Williams 99711764 *mobile*
Valdemir Nascimento 99711589 *mobile*

BRAZIL (+55) *continued***Rio de Janeiro**

- (G) Pandibra-McLintock Services (Rio) Ltda.
Av. Rio Branco, 45 -1909
Centro, Rio de Janeiro
CEP 20-090-003 Brazil
mailing address: PO Box 925,
Centro, Rio de Janeiro,
CEP 20-010-000 Brazil
- phone:* 21-22635898 / 22539299
fax: 21-22534347 / 22833340
e-mail: pandibrario@pandibrario.com.br
after hours: **Waldyr Pierry** 21-24922063 / 98581604 *mobile*
Gustavo Pierry 99251007 *mobile*
Regina Cruz 21-2568-1836 / 9302-0533 *mobile*

Santos

- (G) Pandibra-McLintock Services Ltda., Santos
Rua XV de Novembro 65, 8th Fl.
Centre, Santos SP CEP 11010-151, Brazil
mailing address: PO Box 330
Santos CEP 11001-970 Brazil
- phone:* 13-32197228
fax: 13-32193811
e-mail: pandibra@pandibra.com.br
rfernandes@pandibra.com.br
acarriere@pandibra.com.br
msammarco@pandibra.com.br
- website:* www.pandibra.com.br
after hours: **Roberto Fernandes** 13-35612723 / 13-78041622 *mobile*
Albert Carriere 13-33411674 / 13-78501899 *mobile*
Mauro Sammarco 13-32374155 / 13-78501999 *mobile*

BRAZIL (+55) *continued***Vitoria**

- (G) Seastar Consultoria Ltda.
 Av. Nossa Senhora dos
 Navegantes, 495 – Suites 407/410
 Centro Empresarial Enseada Building
 Enseada do Súa – Vitoria
 ES – CEP29050-470 Brazil
phone: 27-33142982 / 27-33142682 / 27-32256892 / 27-33459565
fax: 27-32273243
e-mail: seacelso@terra.com.br / estproj@terra.com.br
after hours: **Celso M. Pimentel** 27-33245988 / 27-99893834 *mobile*
Eliana F. Salim 27-99718700 *mobile*

BULGARIA (+359)**Bourgas**

- (G) Kalimbassieris Maritime Co. Ltd.
 46, Han Krum Street
 8000 Bourgas, Bulgaria
phone: 56-840442
fax: 56-840443
e-mail: kalmar_bu@digicom.bg / bourgas@kalimbassieris.com
website: www.kalimbassieris.com
after hours: **Yaroslav Mladenov** 56-30021 / 888-321384 *mobile*
Stanislav Zagorchev 888-636186 *mobile*
24 Hour Emergency Service + 30-6944541622 (via Greece)

Varna

- (G) Fidelitas Ltd.
 40, Graf Ignatiev Str.
 9000 Varna, Bulgaria
phone: 52-6655901-3 or 6655111
fax: 52-600453
e-mail: sales@fidelitas.bg
 kostov@fidelitas.bg / georgiev@fidelitas.bg
after hours: **Ognian Kostov** 52-390155 / 888-416416 *mobile*
Bisser Georgiev 888-925825 *mobile*

CAMBODIA (+855)**Phnom Penh**

- (G) Transport and Claim Consultants Co., Ltd.
 No. 45C, St 143
 Sangkat Olympic
 Khan Chamkarmon
 Phnom Penh, Cambodia
phone/fax: 23-219248
mobile: 15-344062 / 16-344062 / 12-864488
e-mail: rathborey@mobitel.com.kh

In case of emergency or communication problems, please contact:
 Transport and Claim Consultants in Bangkok, Thailand

Sihanouk Ville

- (G) Transport and Claim Consultants Co., Ltd.
 Sangkhat 4
 Khan Mithapheap
 Sihanouk Ville City, Cambodia
fax: 34-933688
mobile: 15-344062 / 16-344062 / 12-864488
e-mail: 012864488@mobitel.com.kh

CAMEROON (+237)**Douala**

- (G) TCI Cameroun
 Immeuble CNPS Bonanjo exSIA
 P.O. Box 1048
 Douala, Cameroon
phone: 3439480
fax: 3439480 or 3431513
e-mail: tcicameroun@yahoo.fr
after hours: **Adam Edjabe** 9912268 *mobile*
Chantal Nyamsi 9678160 *mobile*

In case of communication difficulties, please contact the Managers' Agents,
 ELTVEDT & O'SULLIVAN

CAMEROON (+237) *continued*

Douala

- (G) BUDD Cameroon
 P.O. Box 4574
 Résidence Kassap
 Boulevard de la Liberté
 Douala, Cameroon
phone: 3 42 73 45
fax: 3 43 05 71
e-mail: budd.cameroun@budd-pni.com
after hours: **Suzanne Moume** 3 42 84 76 / 7 78 91 00 *mobile*
 suzanne.moume@budd-pni.com
Laure Leuche 7 60 08 37 *mobile*
 laure.leuche@budd-pni.com

CANADA (+1) *(Not an International call from U.S.A.)*

Halifax

- (L) McInnes Cooper
 Summit Place
 1601 Lower Water Street
 P.O. Box 730
 Halifax, Nova Scotia B3J 2V1, Canada
phone: 902-425-6500
fax: 902-425-6350
e-mail: wylie.spicer@mcinnescooper.com
 tom.hart@mcinnescooper.com
 david.demirkan@mcinnescooper.com
 sarah.kirby@mcinnescooper.com
 doug.skinner@mcinnescooper.com
website: www.mcinnescooper.com
after hours: **W. Wylie Spicer** 902-429-5747 / 902-499-1255 *mobile*
Tom Hart 902-429-1024 / 902-489-9764 *mobile*
David Demirkan 902-445-7211 / 902-449-4422 *mobile*
Sarah Kirby 902-492-1947 / 902-223-7865 *mobile*
Douglas Skinner 902-444-8452 / 902-225-0507 *mobile*

CANADA (+1) *(Not an International call from U.S.A.) continued*

Montréal

- (G) Shipowners Assurance Management Ltd.
 620 rue St. Jacques, Suite 305
 Montreal, Quebec H3C 1C7
phone: 514-393-9864/65/66
fax: 514-393-3848
after hours: **Peter Rozum** 514-694-3876 / 514-594-6443 *mobile*
 peter.rozum@shipassurance.ca
Alan Loiseau 450-699-7400 / 514-945-8884 *mobile*
 alan.loiseau@shipassurance.ca
Sean Rozum 514-694-3876 / 514-865-3876 *mobile*
 sean.rozum@shipassurance.ca

Montréal

- (L) Brisset Bishop
 2020 University Suite 444
 Montréal, Quebec H3A 2A5, Canada
phone: 514-393-3700 / 514-984-4410 *mobile*
fax: 514-393-1211
website: brissetbishop.com
e-mail: general@brissetbishop.com
after hours: **Victor DeMarco** 514-487-1573 / 514-984-4410 *mobile*
Danièle Dion 514-426-3425 / 514-984-4417 *mobile*
Nick Spillane 514-694-4069 / 514-248-5557 *mobile*
David Colford 514-389-7168

Montréal

- (L) Borden Ladner Gervais LLP
 1000 de la Gauchetière Street West
 Suite 900
 Montréal, Quebec H3B 5H4, Canada
phone: 514-879-1212
fax: 514-954-1905
e-mail: jbolger@blgcanada.com
 ppamel@blgcanada.com
 dmcguire@blgcanada.com
 gbangoura@blgcanada.com
 jfontaine@blgcanada.com

CANADA (+1) (Not an International call from U.S.A.) *continued**website:* www.blgcanada.com*after hours:* **P. Jeremy Bolger** 514-954-3119 / 514-836-4088 *mobile***Peter G. Pamel** 514-954-3169 / 514-489-1507 *home***Darren McGuire** 514-954-3105 / 514-710-3105 *mobile***Gassim Bangoura** 514-954-3131 / 514-886-5631 *mobile***Jean-Marie Fontaine** 514-954-3196 / 514-295-8028 *mobile***Quebec**(L) Langlois Gaudreau O'Connor
801, Chemin St. Louis, Suite 300
Quebec City, QC, G1S 1C1, Canada*phone:* 418-682-1212*fax:* 418-682-2272*telex:* 055-61452*e-mail:* maritime@lkd.ca

richard.gaudreau@lkd.ca

John.O'Connor@lkd.ca

jean.gregoire@lkd.ca

website: www.lkd.ca*after hours:* **Richard Gaudreau** 418-692-0290 / 418-247-3226 *weekends /*
418-563-2798 *mobile***John G. O'Connor** 418-681-8638 / 418-563-8339 *mobile***Jean Grégoire** 418-828-9050 / 418-564-6719 *mobile***Saint John (including all areas of New Brunswick)**(L) Clark Drummie
40 Wellington Row
P.O. Box 6850 Station "A"
Saint John, N.B. E2L 4S3, Canada*phone:* 506-633-3800*fax:* 506-633-3811*e-mail:* cd@clark-drummie.com

mrj@clark-drummie.com

phm@clark-drummie.com

after hours: **M. Robert Jette** 506-847-3028 / 506-636-1824 *mobile***Peter MacPhail** 506-849-8890 / 506-647-6989 *mobile***CANADA (+1)** (Not an International call from U.S.A.) *continued***St. John's**(G) Avalon Customs Brokers
A Division of Harvey & Company Limited
60 Water Street
St. John's, Newfoundland,
A1C 5X3, Canada*phone:* 709-576-4761 (24 hours)*fax:* 709-576-0159*e-mail:* **acb@aharvey.nf.ca***after hours:* **Frank Hatcher** 709-754-8761 / 709-682-6797 *mobile***Francis Kenny** 709-368-6795 / 709-682-8070 *mobile***Paul Aitken** 709-726-1916 / 709-685-1549 *mobile***St. John's**(L) McInnes Cooper
10 Fort William Place
P.O. Box 5939
St. John's, Newfoundland, A1C 5X4 Canada*phone:* 709-722-8735 / 709-724-8254*fax:* 709-722-1763*e-mail:* deborah.hutchings@mcinnescooper.com*website:* www.mcinnescooper.com*after hours:* **Deborah Hutchings** 709-722-8735 / 709-726-3082 /
709-682-3728 *mobile***Sydney**(L) Elman, Kuna
295 George Street - Suite 101
P.O. Box 43
Sydney, Nova Scotia, B1P 6G9, Canada*phone:* 902-562-5577*fax:* 902-564-4495*e-mail:* elmankuna@auracom.com*after hours:* **Frank Elman** 902-562-5696

CANADA (+1) *(Not an International call from U.S.A.) continued*

Toronto (Ontario)

- (L) Borden Ladner Gervais, LLP
 Scotia Plaza
 40 King St. West
 Toronto, Ontario M5H 3Y4
 Canada
phone: 416-367-6000
fax: 416-367-6749
after hours: **Norm Letalik** 416-367-6344 / 416-223-4696 *home* /
 416-361-2735 *fax* / 416-859-6626 *mobile*
Garri B. Hendell 416-367-6593 / 416-487-2213 *home* /
 416-361-7398 *fax* / 416-859-6642 *mobile*
Michael Smith 416-367-6234 / 416-363-1077 *home* /
 416-367-7322 *fax* / 416-705-6400 *mobile*

Vancouver

- (L) Bernard & Partners
 1500-570 Granville Street
 Vancouver, B.C. V6C 3P1 Canada
phone: 604-681-1700
fax: 604-681-1788
pager: 604-899-5600
e-mail: bernard@bernardpartners.com
wharton@bernardpartners.com
hawkins@bernardpartners.com
swanson@bernardpartners.com
after hours: **Peter Bernard** 604-985-5052 / 604-760-6272 *mobile*
Gary Wharton 604-921-6978 / 604-970-5369 *mobile*
Tom Hawkins 604-984-0417 / 604-889-5732 *mobile*
Peter Swanson 604-921-7974 / 604-649-5874 *mobile*

CANARY ISLANDS (+34)

Las Palmas

- (G) Stier & Company
 Juan Rejon, 48 - 6th Floor
 35008 Las Palmas de Gran Canaria
 Spain
phone: 928-265-452
fax: 928-224-975
e-mail: pandi@stier.es
istier@stier.es
website: www.stier.es
after hours: **Ida Stier** 928-332-660 / 607552927 *mobile*
Elisa Stier 607528032 *mobile*
Alberto Stier 607553022 *mobile*

CAPE VERDE, REPUBLIC OF (+238)

St. Vincent

- (G) Agencia Nacional de Viagens, s.a.r.l.
 Avenida da Republica 15/17
 P.O. Box 16 & 142
 St. Vincent, Republic of Cape Verde
phone: 232 1356 / 232 1115 / 1562
fax: 232 1445 / 3083
telex: (993) 3083
e-mail: anvsv@cvtelecom.cv
website: www.anv.cv
after hours: **M. Lima** 232 5556 / 9912606 *mobile*
A. Duarte 232 6426 / 9941160 *mobile*

CAYMAN ISLANDS (+1)

Grand Cayman

- (L) Campbells
 4th Floor Scotiabank Building
 PO Box 884 GT
 George Town, Grand Cayman
 Cayman Islands
phone: 345-949-2648
fax: 345-949-8613

CAYMAN ISLANDS (+1) *continued*

e-mail: campbells@campbells.com.ky
website: www.campbells.com.ky
after hours: **Shaun T. McCann** 345-949-2233 / 345-916-4911 *mobile*

CHILE (+56)**Valparaiso (and all other Chilean ports)**

(G) Cave Y Compañía Limitada
 Almirante Señoret 70 (Edificio Capitania)
 11th Floor, Office 111
 Valparaiso, Chile
mailing Address: Casilla 1455
 Valparaiso, Chile
phone: 32-258564 / 212379 or 212304
fax: 32-254252 or 214248
e-mail: claims@cave.cl
website: www.cave.cl
after hours: **Andrew J. Cave** 32-293020 / 9-2302652 *mobile*
Mrs. Lee Cave 32-660024 / 9-3317403 *mobile*

CHINA (+86)**Beijing**

(G) China Shipowners Mutual Assurance Association
 6th Floor, Polo Bai Ling Building
 38 Chao Yang Men Wai St.
 Chao Yang District
 Beijing, 100020 P.R. China
phone: 10-8562-2152 / 2151 or 2170
fax: 10-8562-2165
e-mail: lizhenjiang@cpweb.org / chenzhigao@cpweb.org
after hours: **Li Zhen-jiang** 10-65922993 / 13701096498 *mobile*
Chen Zhigao 10-85622170 / 13910924321 *mobile*

CHINA (+86) *continued***Beijing**

(G) Huatai Insurance Agency & Consultant Service Ltd.
 14F China Re Building, No. 11 Jin Rong Avenue
 Xicheng District, Beijing, 100034, China
phone: 10-66576588
fax: 10-66576501 / 6508
e-mail: pni.bj@huatai-serv.com
 controlgroup@huatai-serv.com
website: www.huatai-serv.com
after hours: **Cui Ji Yu** 137 0123 0630 *mobile*
Liu Zhiyong 139 1021 9141 *mobile*
Huo Yongzhao 138 0109 8591 *mobile*

Shanghai

(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
phone: 21-65863866 / 65861456
fax: 21-65351899
e-mail: liuzhenwu@cpweb.org / xuexuemei@cpweb.org
telex: 33057 COSCO CN TO CPI SHANGHAI
after hours: **Xuemei Xue** 21-65866740 / 139-01171602 *mobile*
Z. W. Liu 21-65861456 / 13501680946 *mobile*

Shanghai

(G) Hua Tai Insurance Agency & Consultant Services Ltd.
 16-I&J World Plaza
 No. 855 Pudong South Road
 Shanghai, 200120, P.R. China
phone: 21 5836 9707-103
fax: 5836 9709
e-mail: shanghai@huatai-serv.com

CHINA (+86) *continued*

Shanghai

- (L) Holman Fenwick & Willan
 Room 1411, China Insurance Building
 166 East Lu Jia Zui Road, Pudong
 Shanghai, 200120 PRC
phone: 21-5888 7711
fax: 21-5888 7011
e-mail: holmans@hfw.com.cn
website: www.hfw.com
after hours: **Andrew Cutler** 21-62794109 / 21-62794113 *fax* /
 13701859167 *mobile*

COLOMBIA (+57)

Barranquilla

- (G) Pandi Colombia S.A.
 Carrera 44 #70-230 (2nd Floor, Office 2)
 Centro Comercial Davega
 Barranquilla, Colombia
phone: 5-3600524 or 3680482
fax: 5-3602070
e-mail: pandi.colombia@metrotel.net.co
after hours: **C. Alvarez** 5-3578843 / 315-7213016 *mobile*

Barranquilla

- (G) A&A Multinspec Ltda.
 Cra 52 No. 76-167 Oficina 201
 Edificio Atlantics Center
 Barranquilla, Colombia
phone: 5-3584539
fax: 5-3584539
e-mail: caldemar@telecom.com.co
 manuelcalderon2001@yahoo.com
website: www.aamultinspec.com
after hours: **Manuel Calderon** 5-3782560 *tel/fax*
 315-7549256 or 310-7058886 *mobile*

All correspondence to be sent through Bogota Head Office.

COLOMBIA (+57) *continued*

Bogota

- (G) A&A Multinspec Ltda.
 Carrera 12 No. 70-31
 Bogota, Colombia
phone: 1-3105079 / 3452079 or 3452959
fax: 1-3453539
e-mail: aamulti@cable.net.co
website: www.aamultinspec.com
after hours: **Alicia Gast** 1-2141784 / 315-3335072 *mobile*
Santiago Moreno 310-3048650 *mobile*
Lorena Slebi 1-6127237 / 310-8524968 *mobile*

Buenaventura

- (G) A&A Multinspec Ltda.
 Calle 8 No. 3-52—Of. 301
 Edificio Roldán
 Buenaventura, Colombia
phone: 22-422154 or 423974
fax: 22-418091
e-mail: capimar@telecom.com.co
 mac-capimar@codinet.net.co
website: www.aamultinspec.com
after hours: **Capt. Miguel Caro** 2-2422825
 3-5638457 or 300-6544683 *mobile*

All correspondence to be sent through Bogota Head Office.

Buenaventura

- (G) Pandi Colombia S.A.
 Edificio María Santos
 Apartment 201
 Carrera 6 N 4A-44
 Buenaventura, Colombia
phone: 57 2 2423508
fax: 57 2 2424156
e-mail: pandibun@telesat.com.co
after hours: **Alejandro Ramos** 57 25519684
 57 315 5552263 (24 hours) *mobile*

COLOMBIA (+57) *continued*

Cartagena

- (G) Pandi Colombia S.A.
 Conjunto Residencial Santo Domingo
 Centro Calle 36 No. 2-36 (Apto. 201)
 Cartagena, Colombia
phone/fax: 5 6600454
fax: 5 6644858
e-mail: colpandi@epm.net.co
after hours: **G. Alvarez** 5 6628092 / 315 7311973 *mobile*

CONGO, DEMOCRATIC REPUBLIC OF (+243)

Matadi

- (G) TCI (Africa)
 B.P. 237
 Matadi, Democratic Rep. of Congo
phone: 819054682
fax: 1220274 (via Kinshasa) & 1220091 (Matadi)
e-mail: kapolisi@yahoo.fr
 sof@mat_ic.cd
after hours: **Captain Kopolisi** 819054682 & 243-98518846 *mobile*

In case of communication difficulties, please contact the Managers' Agents,
 ELTVEDT & O'SULLIVAN

Matadi

- (G) Africa P&I
 Avenue Colline n° 19
 Commune de Nzanza
 Matadi
 R.D. Congo (Democratic Republic of the Congo)
phone: 81 905 9147 *mobile*
e-mail: matadi@africapandi.com
 amarabak@yahoo.fr
after hours: **Faustin Bakwela Komba** 81 902 1065 / 1 413 683 7392 *fax*
Godefroid Tshamanga 81 904 6069

Communication difficulties: See Marseilles, E.T.I.C.

CONGO, REPUBLIC OF (+242)

Pointe-Noire

- (G) TCI (Africa)
 B.P. 5178
 Pointe-Noire, Congo
phone: 947608 / 6644215 / 6626253
fax: 242-942860
telex: 8300 KG
e-mail: tcicongo@yahoo.fr
 exmatra@yahoo.fr
 tcipointenoire@yahoo.fr
after hours: **Samba Tall** 664 4215
Ibrahim Tall 662 6253

In case of communication difficulties, please contact the Managers' Agents,
 ELTVEDT & O'SULLIVAN

Pointe-Noire

- (G) Africa P&I
 B.P. 5042
 Pointe-Noire
 Congo Brazzaville
phone: 530 0781 *mobile*
telefax: 94 4922 / 871 761 481 236
e-mail: pointenoire@africapandi.com
 lockomar@hotmail.com
after hours: **Captain Emmanuel Loulendo** 663 6156

Communication difficulties: See Marseilles, E.T.I.C.

COSTA RICA (+506)

Puerto Limon

- (G) Maritime Claims - Americas, Inc.
 P.O. Box BB
 Puerto Limon, Costa Rica
phone: 758-2515
fax: 758-2298
email: bernardo@medintercr.com
after hours: **Bernardo Ricketts** 398-7780 *mobile*

COSTA RICA (+506) *continued*

Puntarenas

- (G) Maritime Claims - Americas, Inc.
 P.O. Box 5889-1000
 San Jose, Costa Rica
phone: 663-6503
fax: 663-1686
after hours: **Rodolfo Caballero** 664-0016 / 821-7348 *mobile*

San Jose

- (G) Pandi Costa Rica S.A.
 c/o Felipe J. Alavarado & Cia.
 Ave. 10 Bis, Calle 19/21
 Barrlo Gonzalez Lahmann
 Apartado Postal #474
 1000 San Jose, Costa Rica
phone: 221-4111 / 4732 / 6957 / 4567
fax: 255-4218
e-mail: info@fjapandi.com
 rjimenez@fjapandi.com
 ajimenez@fjapandi.com
 ewong@fjapandi.com
 iazofeifa@fjapandi.com
after hours: **Roberto Jimenez Soto** 221-6367 / 384-9146 *mobile*
Adriana Jimenez-Beche 283-1073 / 384-9144 *mobile*
Enrique Wong-Ching 273-0889 / 375-8788 *mobile*
Ignacio Azofeifa 639-9448 / 829-4255 *mobile*

San Jose

- (G) Maritime Claims Americas, San Jose (Head Office)
 De Purdy Motors Paseo Colon
 250 Metros Al Sur
 San Jose, Costa Rica
phone: 256-6608 / 256-8125 / 258-2833 / 258-7112
fax: 258-0589
e-mail: jcrossi@mcacr.com
after hours: **Juan Carlos Rossi Lara** 288-0862 / 834-6607 *mobile*

CROATIA (+385)

Dubrovnik

- (G) Jadroagent
 Gruska Obala 1/11
 HR-20000 Dubrovnik, Croatia
phone: 20-419009 / 419000 or 412838 (aoh)
fax: 20-419029
e-mail: jadroagent-dubrovnik@du.htnet.hr
website: www.jadroagent.com
after hours: **Franco Pitarević** 98-344605 / 257326

Pula

- (G) Jadroagent
 Riva 14
 P.O. Box 57
 HR-52100 Pula, Croatia
phone: 52-210431 / 211878 / 573275 (aoh)
fax: 52-211799
telex: 24710
e-mail: jadroagent-pula@pu.htnet.hr
website: www.jadroagent.com
after hours: **Josip Krivic** 98-496268

Rijeka

- (G) Jadroagent
 Trg Ivana Koblera 2
 P.O. Box 120
 HR-51000 Rijeka, Croatia
phone: 51-211626 / 214444 or 211009 (aoh)
fax: 51-213696 or 211622
telex: 24100 or 24189
e-mail: clearance@jadroagent.com or tramp@jadroagent.com
website: www.jadroagent.com
after hours: **Josip Segulja** 98-257319 / 257318 *mobile*

CROATIA (+385) *continued***Split**

(G) Jadroagent
 Papandopulova b.b.
 P.O. Box 166
 HR-21000 Split, Croatia
phone: 21-460999 / 928 / 485 465 (aoh)
fax: 21-460848 / 338334
telex: 26116
e-mail: jadroagent-split@st.htnet.hr
 jadro-adrnav@st.htnet.hr
website: www.jadroagent.com
after hours: **Dalibor Bacic** 385 98366539

CYPRUS (+357)**Limassol (includes Larnaka)**

(G) Hull Blyth Araouzos Ltd.
 147 Chr Hadjipavlou Street
 Prokymea Building
 P.O. Box 50017
 3036 Limassol, Cyprus
phone: 25-362223
fax: 25-747662 or 374534
telex: 2253
e-mail: hba@hba.com.cy
 shipping@hba.com.cy
website: www.hba.com.cy
after hours: **Louis Loizou** 25-326495 / 99440211 *mobile*
Rita Vryonidou 25-755796 / 99425250 *mobile*
John Economou 25-879777 / 99674300 *mobile*

Limassol (includes Larnaka)

(G) Elias Marine Consultants Ltd.
 Maximos Court, Block B
 7th Floor, Leontios A' Ave.
 P.O. Box 51455
 Limassol, Cyprus

CYPRUS (+357) *continued*

phone: 25-335 529
fax: 25-335 480
telex: 3565 TELIAS
e-mail: i.elias@eliasmarine.com
 r.karam@eliasmarine.com
website: www.eliasmarine.com
after hours: **Imad A. Elias** 25-385 587 / 99-625 818 *mobile*
Riad V. Karam 25-753 536 / 99-450 048 *mobile*
Emergency 25-822 866

DENMARK (+45)**Copenhagen (and all other ports)**

(G) P&I Scandinavia Aps
 Amaliegade 43
 DK-1256 Copenhagen K,
 Denmark
phone: 33154777 (24 hour service)
fax: 33911407
e-mail: info@pandiscan.com
after hours: **Henrik Nissen** 39611927 / 21751924 *mobile* / 39611925 *fax*
Leif Jensen 45572966 / 26754780 *mobile*

DJIBOUTI, REPUBLIC OF (+253)**Djibouti**

(G) General Transport Services
 9-11 Rue de Geneve
 P.O. Box 81
 Djibouti, Republic of Djibouti
phone: 35-3844 / 35-3836
fax: 35-5668 / 35-3294
e-mail: gts.djibouti@iss-shipping.com
 shekhar.bajpai@iss-shipping.com
after hours: **Captain Shekhar Bajpai** 356966 / 810787 *mobile*

DOMINICAN REPUBLIC (+1) *(Not an International call from U.S.A.)*

Santo Domingo

- (G) Frederic Schad, Inc.
 Jose Gabriel Garcia No. 26
 P.O. Box 941
 Santo Domingo, Dominican Republic
phone: 809-689-9377 or 809-221-8000
fax: 809-686-7441 or 809-688-7696
telex: 3264109 or 3264122 SCHAD DR
e-mail: mail@fschad.com
website: www.fschad.com
after hours: **Nilda Burgos** 809-544-0342 / 809-223-4341 *mobile*
Frederico F. Schad 809-682-5362 / 809-707-7000 *mobile*

ECUADOR (+593)

Guayaquil

- (G) Arce & Co. P&I Correspondents
 Junin 105 y Malecon
 Edificio Intercambio
 Piso 3 Of. 3
phone: 4-256-0069
fax: 4-2560115 or 9-926-1878
e-mail: arceandco1@ecutel.net
 arceandco2@ecutel.net
 arceandco3@ecutel.net
 abaarce@hotmail.com
 teresatouma@hotmail.com
 maxima@easynet.net.ec
after hours: **Alfonso Arce** 4-2850588 / 9-9336223 *mobile*
Maria Teresa Touma 4-2369595 / 9-6026220 *mobile*
Malu Andrade 4-2837110 / 9-9072065 *mobile*

Manta, Ecuador *(see Guayaquil, Ecuador)*

Puerto Bolivar, Ecuador *(see Guayaquil, Ecuador)*

EGYPT (+20)

Alexandria

- (G) Middle East Survey & Control Office
 7, Saad Zaghloul Square
 Alexandria, Egypt
phone: 3-4854001 / 4854002 / 4861445
fax: 3-4874435
e-mail: mesco@mescoalex.com
website: www.mescoalex.com
after hours: **A. El Sabbagh** 3-4844371 or 3-4843292 / 0-12-2130799 *mobile*
A. Raafat 3-5820982 / 0105566225 *mobile*
Eman Ezzo 0105305009
Ibrahim Hamza 3-5849165 / 0123199155 *mobile*
Rehab Farouk 0106118146 *mobile*

Alexandria

- (L) Eldib Advocates
 2, Lumumba Street
 P.O. Box 152
 Alexandria, 21131 Egypt
phone: 3-4950000
fax: 3-4958000
e-mail: eldib@eldib.com.eg
after hours: **Hisham Eldib** 3-3926000 or 3-4355575 (summer residence) / 3-4944660 or 3-4343541 (summer) *fax* / 12-2161313 *mobile*
Amr Eldib 3-391001 or 3-4343500 (summer residence) / 3-3920555 or 3-4343434 (summer) *fax* / 12-2140112 *mobile*
Richard Tibichrani 3-5425870 / 12-3111289 *mobile*
24 Hours 12-2177414

Port Said

- (L) Abou Ali
 P.O. Box 456
 Port Said, Egypt
phone: 66-3328859 / 3325356
fax: 66-3324032
telex: 63285 GAMAL UN
e-mail: abouali@abouali-law.com

EGYPT (+20) *continued*

after hours: **M. Gamal Abou Ali** 2-2900221 / 2-2908820 *fax*
 or 12-2157691/4829 *mobile*
Ahmed G. Abou Ali 2-7924101-2 / 2-2727522 / 2-7924104 *fax*
 or 12-2114561 *mobile*
Tarek G. Abou Ali 66-327184 / 2-2724523 *fax*
 or 12-2157937 *mobile*
Khalid G. Abou Ali 66-381706 / 12-2153156 *mobile*

Port Said

(L) Eldib Advocates
 El Kilany Tower
 23rd July & Salah Eldin St.
 P.O. Box 920
 Port Said, 42111 Egypt
phone: 66-3239779 or 3239781
fax: 66-3239760
e-mail: portsaid@eldibadvocates.com
after hours: **Tarek Saad** 20 12 3334742 *mobile*

Suez

(L) Eldib Advocates
 6 El Imam El Leithy Street
 Tewfik, 43522
 Port - Suez, Egypt
phone: 62-3221570
fax: 62-3228930
e-mail: suez@eldibadvocates.com
website: www.eldibadvocates.com
after hours: **Tarek Saad** 12-3334742 *mobile*

EL SALVADOR (+503)**Acajutla**

(G) Cynthia Van Helden
 Colonia Rasa #2, casa # 17
 Acajutla, El Salvador, C.A.
mailing address: PO Box 4
 Acajutla, El Salvador

EL SALVADOR (+503) *continued*

phone: 2452-3204
fax: 2452-3513
e-mail: van.helden@integra.com.sv
after hours: **Manuel Urias** 7796-2777 *mobile*
Cynthia Van Helden 2273-5116 / 7883-2553 *mobile*

Acajutla

(G) Maritime Claims – Americas, Inc.
 Edificio de Operaciones de Cepa
 Primer Nivel
 Acajutla, El Salvador
phone/fax: 452-5117
e-mail: remasur@haveagnte.com.sv

ERITREA (+291)**Asmara**

(G) Gellatly, Hankey & Co. (Red Sea) S.C.
 Kebedesch Seium Street No. 29 / 31
 P.O. Box 906
 Asmara, Eritrea
phone: 1-120369 / 122030 or 201694
fax: 1-121767
after hours: **Solomon G. Negus** 1-150387

Asmara

(G) Multi Cargo International Trading & Services
 P.O. Box 359
 Asmara, Eritrea
phone: 1-201371
fax: 1-125715
e-mail: multicar@gemel.com.er
after hours: **Michael Ghebremeskel** 162415 / 7113503 *mobile*
Capt. Haile Ghebremichael 552915
Capt. Vikrem Menon 552002
Girma Bmane 552110

In case of communication difficulties contact GAC – Dubai, U.A.E.

ERITREA (+291) *continued*

Assab

- (G) Gellatly, Hankey & Co. (Red Sea) S.C.
P.O. Box 4
Assab, Eritrea
phone: 4-660007 or 660333
fax: 4-660332
telex: 34013 GELLATLY ASSAB
after hours: **Ato Hurbi Alilo** 4-660629 / 4-661103

Massawa, Eritrea *(see Asmara, Eritrea)*

ESTONIA, REPUBLIC OF (+372)

Tallinn

- (G) Consulting of Merchant Marine, CMM Ltd.
Gonsiori 30-4
P.O. Box 5055
11002 Tallinn, Republic of Estonia
phone: 6-010 722 / 611 6022
fax: 6-010 723 / 611 6923
e-mail: cmm@cmm.ee
website: www.cmm.ee
after hours: **Sirje Lubi** 5014774 *mobile*
Gregor Elm 53473589

ETHIOPIA (+251)

Addis Ababa

- (G) Gellatly, Hankey & Co. (Red Sea) S.C.
P.O. Box 482
Cunningham Street
Addis Ababa, Ethiopia
phone: 1-550662 / 550622-3
fax: 1-550624 or 551104
telex: 21064 GELLATLY ADDIS
e-mail: gellatly@telecom.net.et
after hours: **Abebe Berrou** 9-200659

FINLAND (+358)

Helsinki

- (G) Oy Lars Krogius AB
Vilhonvuorenkatu 11 B 10
Fin-00500 Helsinki, Finland
phone: 9-4763 6300
fax: 9-4763 6363
e-mail: average.finland@krogius.com
after hours: **Rolf Lundell** 50-518 7613 *mobile*
David Axam 400-818 315 *mobile*

FRANCE (+33)

Bordeaux

- (G) Hi Mallet & Cie
447 boulevard Alfred-Daney
33075 Bordeaux Cedex, France
phone: 5 57 57 33 33
fax: 5 57 57 33 18
e-mail: general@mallet-pandi.com
after hours: **Frans Voogt** 5 56 77 13 09 / 6 09 92 19 09 *mobile*
Franck Schuster 6 80 64 55 52 *mobile*
Jean-Jacques Alujas 6 09 30 03 73 *mobile*
Emergency Line 5 57 57 33 57

Dunkirk

- (G) Coquelle Gourdin S.A.
1/7 Place de la République
59140 Dunkerque, France
phone: 328-666665 *24 hrs.*
fax: 328-639407
telex: 05141233 FERONDKK
e-mail: agency@dkk.feron.fr
website: www.coquelle.fr
after hours: **Jérôme Planckeel** 6079-15462 *mobile*
Max Odoux 6804-74663 *mobile*

FRANCE (+33) *continued*

La Pallice, France *(see La Rochelle, France)*

La Rochelle

- (G) McLeans SA
 106, Boulevard Emile Delmas
 P.O. Box 2063
 17010 La Rochelle, Cedex
phone: 5 4642 8537
fax: 5 4642 8538
e-mail: info@mcleans.fr
after hours: **Sebastien Pelletier** 6 7609 0870 *mobile*
Karine Gallibour 6 8288 5118 *mobile*
Virginie Ringard 6 8000 8744 *mobile*

Le Havre

- (G) Christian Boutigny and Co.
 73 Quai de Southampton
 P.O. Box 1395
 76066 Le Havre, Cedex, France
phone: 235433477
fax: 235213303
e-mail: cboutigny@boutigny.fr
after hours: **Chr. Boutigny** 235206501 / 608545134 *mobile*
J. Bigot 235558592 / 662718592 *mobile*

Le Havre

- (G) Normandy P&I
 73/75 Quai de Southampton
 B.P. 1395
 76066 Le Havre Cedex, France
phone: 235193991
fax: 235193992
telex: 190693
e-mail: pandi@ro.normandyclaims.fr
after hours: **Jean Philippe Taconet** 231899665 / 685311254 *mobile*

FRANCE (+33) *continued*

Marseille

- (G) Eltvedt & O'Sullivan
 10, Place de la Joliette
 Atrium 10.8 - Les Docks
 B.P. 59446
 13567 Marseille Cedex 02, France
phone: 491-140460
fax: 491-561281
e-mail: mail@eltvedtosullivan.com
website: www.eltvedtosullivan.com
after hours: **Dermot O'Sullivan** 442-966280 / 442-234648 *fax* /
 603-690323 *mobile* / dosullivan@eltvedtosullivan.com
Diane Boularot (TCI Africa matters) 442-723843 *phone/fax* /
 609-580697 *mobile* / dboularot@eltvedtosullivan.com
Sabine Pommerie 491-726935 / 615-406848 *mobile* /
 spommerie@eltvedtosullivan.com
Capt. John Woodward 609-580695 *mobile* /
 jwoodward@eltvedtosullivan.com

Marseille

- (G) European Transport and Insurance Consultants – ETIC
 Port de Saumaty
 Chemin du Littoral
 F-13016 Marseille, France
mailing address: P.O Box 1 -13467
 Marseille, Cedex 16 France
phone: 495 061192 (24 hrs.)
fax: 491 462028
e-mail: contact@eticmar.com
after hours: **Graham Ashley** 442 22 69 12 / 616 962837 *mobile*
Alain Dalmas 491 59 40 36 / 616 962836 *mobile*
Frank Benham 491 48 23 23 / 616 962849 *mobile*

Montoir, France *(see Nantes, France)*

FRANCE (+33) *continued*

Nantes

- (G) Brittany P&I Services
10, Impasse Tamatave
44600 Saint-Herblain
Nantes, France
phone: 240225787
fax: 240225788
e-mail: info@britclaims.fr
after hours: **Virginie Ringard** 240822124 / 680008744 *mobile*
Capt. C. Bely 607630947 *mobile*
Tania Mauduit 680 030402 *mobile*
Alan McLean 614 349860 *mobile*

Paris

- (G) McLeans (Paris)
27, rue Etienne Marcel
75001 Paris, France
phone: 1-40399293
fax: 1-40399392
e-mail: info@mcleans.fr
tmauduit@mcleans.fr
pgaro@mcleans.fr
after hours: **T. Mauduit** 6-80030402 *mobile*
P. Garo 4-94072466 *phone/fax* / 6-07792028 *mobile*
A. McLean 6-14349860 *mobile*

Rouen

- (G) Normandy P&I Services
22 Rue Mustel
BP 4013
76021 Rouen, Cedex, France
phone: 232102828
fax: 232102829
e-mail: pandi@ro.normandyclaims.fr
after hours: **Brigitte Laumier** 235-07-1559 / 607165113 *mobile*
Lionel M. Taconet 235741947 / 608425046 *mobile*
Capt. JP Fichepoil 235460621 / 607488057 *mobile*

FRANCE (+33) *continued*

Saint Nazaire *(see Nantes)*

FRENCH POLYNESIA (+689) *(see Tahiti)*

GABON (+241)

Libreville

- (G) Africa P&I Gabon
BP14665
Libreville, Gabon
phone: 07 51 4078
e-mail: africapandi_gabon@yahoo.fr
after hours: **David Monod Bwemba** 07 51 4078
Suzanne Ngo Mahop 07 91 5323

Communication difficulties: See Marseilles, E.T.I.C.

Libreville

- (G) BUDD Gabon c/o BAM Gagon
BP 12591
Libreville
phone: 05 34 93 46
fax: 72 10 51
e-mail: budd.gabon@budd-pni.com
general.marseille@budd-pni.com
andre.biyong@budd-pni.com
website: www.budd-pni.com
after hours: **André Merlin Biyong** 07 53 59 15 / 07 53 37 74 *mobile*

Please copy all e-mails to general.marseille@budd-pni.com.

In case of communication difficulties, kindly contact Budd Marseille:
Tel: 33 491 33 58 33; Fax: 33 491 33 13 31

GAMBIA (+220)

Banjul

(G) Africa P&I
1, Cotton Street
P.O. Box 1984
Banjul, Gambia
phone: 4224 104 / 4224 105
fax: 4224 096
e-mail: Banjul@africapandi.com
after hours: **Capt. Paul J. Gallie** 932 543 / 950 306 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

Banjul

(G) TCI (Africa)
43, Buckle Street
PO Box 437
Banjul, The Gambia
phone: 422-5895
fax: 422-4733
telex: 2239
e-mail: Interstate@gamtel.gm
after hours: **B. Sagnia** 4460944 / 4463559 *fax* / 9961144 & 7761144 *mobile*

In case of communication difficulties, please contact the Managers' Agents,
ELTVEDT & O'SULLIVAN

GEORGIA, REPUBLIC OF (+995)

Batumi

(G) Vitsan Interservices Ltd.
Gogebashvili Street, No. 32
Republic of Georgia
(all communications via Vitsan mumessillik Ve Ticaret-Istanbul, Turkey)

GERMANY (+49)

Bremen

(G) Pandi Services J&K Brons GmbH
Otto-Lilienthal-Strabe 29
D-28199 Bremen
phone: 421-308870
fax: 421-3088732
telex: 244605 ASURED
e-mail: corresp@pandi.de (case files, enquiries)
finance@pandi.de (financial matters)
website: www.pandi.de
after hours: **R.J. Hermes** 421-6028534 / 421-6028535 *fax* /
171-6013739 *mobile*
H.J. Schmude 4206-7975 / 4206 298127 *fax* /
171-6012491 *mobile*
D. Janssen 4919776791 / 172-9135704 *mobile*

Emden

(G) Y&B Brons
Nesserlander Strasse 5
PO Box 1229
26692 Emden, Germany
phone: 49 21-20177 or 20178
fax: 49 21-33107
e-mail: yb@brons.de
after hours: **Dr. C. Brons** 21-25920 / 0170-4761023 *mobile*

Hamburg

(G) Claas W. Brons (GmbH & Co.) KG
Bei dem Neuen Krahn 2
20457 Hamburg, Germany
phone: 40-374886-0
fax: 40-374886-43 or 44
telex: 2161210 CWB D
e-mail: info@cwbrons.de
website: www.epic-online.com

GERMANY (+49) *continued*

after hours: **Claas-Henning Brons** 4183-975872
Jan-Wessel Brons 4183-7778690
M. Bimschas 40-36090163
G. Neubauer 40-41184502
 24 Hour Service 172-9114994 *mobile*

Hamburg

(G) ICA Hamburg GmbH
 ABC Strasse 10
 20354 Hamburg
phone: 40-355209
fax: 40-341153
e-mail: ica@ica-ham.de
 b.wessel@ica-ham.de
after hours: **Bernd Wessel**
Emergency Tel: 49-40-3552-0922 (24 hours)

Kiel

(G) Sartori & Berger
 Wall 49/51
 P.O. Box 3807
 24037 Kiel, Germany
phone: 431-981104/5 / 981114 or 9810 (24 hours)
fax: 431-96108
telex: 292832 sbk d
e-mail: mail@sartori-berger.de
 v.schwampe@sartori-berger.de
 a.napp@sartori-berger.de
 m.h.hartmann@sartori-berger.de
website: www.sartori-berger.de
after hours: **Volker Schwampe** 4346-36022 / 4346-36024 *fax* /
 171-4071178 *mobile*
Alex Napp 431-243241 / 171-2103894 *mobile*
Michael Hartmann 431-1220491 / 171-4307033 *mobile*

GERMANY (+49) *continued***Rostock**

(G) Pandi Services J&K Brons GmbH
 Bleicherstrabe 5
 D-18055 Rostock, Germany
phone: 381-4910917
fax: 381-4910919
e-mail: corresp@pandi.de
website: www.pandi.de
after hours: **S. Kamradt** 382037903 / 382037930 *fax* / 171-4161996 *mobile*
R.J. Hermes 421-6028534 / 421-60218535 *fax* /
 171-6013739 *mobile*
A. Macke 4163-81-2769 / 4163-81-2769 *fax* / 172-9933739 *mobile*

Wilhelmshaven, Germany (See Emden, Germany)**GHANA (+233)****Takoradi**

(G) Africa P&I Takoradi
 Harbour View Building
 Takoradi, Ghana
phone: 31 23 704
fax: 31 91 621
e-mail: apig@ghana.com
after hours: **Daniel Amisah** 244 28 43 74 *mobile*

Takoradi

(G) Wiltex Ltd.
 WR73 Around Harbour Five Service Area
 P.O. Box 275
 Sekondi, Ghana
phone: 31-23736
fax: 31-24858
telex: 2416 WILTEX GH
e-mail: wiltexk@africaonline.com.gh
after hours: **J.K.P. Blankson** 31-24346 / 243155638 *mobile*
G.B. Acquah 31-32022 / 27-7209130 *mobile*

GHANA (+233) *continued***Tema**

- (G) Africa P&I Tema
Commercial Warehouse Area
P.O. Box CO 3191
Tema, Ghana
phone: 22 206 117
fax: 22 206 559
e-mail: apig@ghana.com
after hours: **Yaw Ampong** 244 350245 *mobile*
Capt. Richard Owu 22 302065 / 244377929 *mobile*
Emmanuel Bruce 244108485 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

Tema

- (G) Wiltex Ltd.
Greenwich Tower House No. T.P. /
75, adjacent to Engen filling station
1st Floor
Harbour Area, Tema
mailing address: P.O. Box 623, Tema
phone: 22 20 2183
fax: 22 20 6540
e-mail: wiltexm@wiltexghana.com
wiltex@idngh.com
after hours: **T.M. Appiah** 22 20 6027 / 20 8115 703 *mobile*
A.K. Assifuah 20 8115 745 *mobile*
J.A. Blay 20 8115 741 *mobile*

GIBRALTAR (+350)**Gibraltar**

- (L) Smith, Imossi & Co. Ltd.
P.O. Box 185
47 Irish Town
Gibraltar
phone: 78644-6 / 78353
fax: 72514

GIBRALTAR (+350) *continued*

telex: 2220 JAVA GK
e-mail: lloydsagent@smith-imossi.gi
after hours: **Paul Imossi** 42403
Gina Beltran 46447 or 56277000
Clerk on Duty 58344000

GREECE (+30)**Piraeus**

- (G) Shipowners Claims Bureau (Hellas) Inc.
51 Akti Miaouli - 4th Floor
Piraeus 185 36, Greece
phone: 210-429-4990 / 1 / 2 / 3
fax: 210-429-4187 / 88
e-mail: claims@scb-hellas.com

(See details set out in front of book, pages 1-8 for after hours details)

Piraeus

- (G) Shipserv (International) Inc.
72, Kolokotroni Street
Piraeus 185 35, Greece
phone: 210-4220990 / 1 / 2
fax: 210-4220997
e-mail: shipserv@hol.gr
website: www.shipserv.gr
after hours: **Peter Jones** 210-6233749 / 6944-345125 *mobile*
Carlos Castaneda 210-9880544 *phone/fax* / 6944-569657 *mobile*

Thessaloniki

- (G) John Nicholas Gervassis
2, Aktaiou
54248 Thessaloniki, Greece
phone: 2310-325 / 318
fax: 2310-325 / 318
e-mail: gervassis@otenet.gr
after hours: **John Gervassis** 2310-325318 / 6944-371291 *mobile*

GUADELOUPE (+590)

Pointe-A-Pitre

- (G) Philippe Petrelluzzi
2, Rue Jean Jaures
P.O. Box 2095
97193 Jarry Cedex
Guadeloupe, F.W.I.
phone: (590) 590 91 05 90
fax: (590) 590 82 59 28
e-mail: sgtm@wanadoo.fr
after hours: **Philippe Petrelluzzi** (590) 590 690579769
Karl Petrelluzzi (590) 590 26 45 48 / (590) 590 690597865 *mobile*

GUAM (+671)

Hagatna

- (G) Carlsmith Ball LLP
134 W. Soledad Avenue
Bank of Hawaii Building, Suite 401
P.O. Box BF
Hagatna, Guam 96910-5027
phone: 671-472-6813
fax: 671-477-4375
e-mail: dledger@carlsmith.com
after hours: **David P. Ledger** 671-688-3352 *mobile*

GUATEMALA (+502)

Guatemala City

- (G) Maritime Claims-Americas, Inc.
14 Avenida 6-22, Zona 14
Guatemala City, Guatemala
phone: 2333-6959 / 2368-2673
fax: 2367-3579
e-mail: lord@guate.net.gt or lordc@guate.net.gt
after hours: **F. Lorenzana** 2333-7472 / 2367-3579 *phone/fax* / 5202-1267 *mobile*
K. Lorenzana 2333-7472 / 2367-3579 *phone/fax* / 5201-0944 *mobile*
Kathy Mehrwald 2333-7472 / 5201-0944 *mobile*

GUATEMALA (+502) *continued*

Guatemala City

- (G) PIMAR, S.A.
5a. Avenida 10-16, zona 17
Colonia Residenciales del Norte
Guatemala, Guatemala C.A.
01017
phone: 2255-0503
fax: 2255-0513
e-mail: rgv_primar@yahoo.com
after hours: **Rosa Judith Gutiérrez V.** 5528-2357 *mobile*
José Rodolfo Rivas 5918-2866 *mobile*

GUINEA (+224)

Conakry

- (G) BUDD SA
BP 4259
Conakry, Guinea
phone: 41 54 70
fax: 41 54 71 / 41 24 59
mobile: 20 24 91 / 11 21 27 93
e-mail: elconde@budd-pni.com
fode-mario.camara@budd-pni.com
after hours: **El K. Conde** 415 470 / 402 491 *mobile*
Fode Mario Camara 255 834 *mobile*
Mr. Sylia 251 701 *mobile*

Conakry

- (G) ATIC/Africa P&I Guinea
ATIC GUINEE Sarl
Résidence Le Touba, Appt. No. 1
Taouyah, Commune de Ratoma
B.P. 059
Conakry, Guinée
phone: 54 14 86
e-mail: aticguineecky@yahoo.fr
after hours: **Ibrahima Diallo** 11 27 53 45 / 54 14 86 *mobile*

GUINEA-BISSAU (+245)

Bissau

- (G) Africa P&I / ANKA Shipping Lda
 Velho Rua 5, CP 72
 Bissau Codex, Bissau Guinea
phone: 20 60 64
fax: 21 34 26
e-mail: africapandi@eguitel.com; Bissau@africapandi.com
after hours: **Djibril Balde** 663 98 12 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

GUYANA (+592)

Georgetown

- (G) Guyana National Shipping Corporation Ltd.
 5-9 Lombard Street, La Penitence
 P.O. Box 10447
 Georgetown, Guyana
phone: 22-68896
fax: 22-53815 or 50849
e-mail: e.o@solutions2000.net
 eo-gnsc@lycos.com
website: www.gnsc.com
after hours: **E. Oudkerk** 22-51204

HAITI (+509)

Port Au Prince

- (G) Antoine Hogarth
 Rue Assad No. 1, Turgeau
 PO Box 1255
 Port Au Prince, Haiti
phone: 260-5510 / 244-5880 / 260-5511
fax: 244-5880
e-mail: anthogarth@acn2.net
after hours: **Antoine Hogarth** 257-6680 / 558-0192 *mobile*
Maurice Hogarth 510-7771
Charmel Douyon 245-5021

HONDURAS (+504)

Puerto Cortes

- (G) Maritime Claims - Americas, Inc.
 P.O. Box 13
 Puerto Cortes, Honduras, C.A.
phone: 665-0129 / 0287
fax: 665-0753 / 0067
e-mail: mcahonduras@yahoo.com
 evaguzman@agenciaguzman.hn
after hours: **Eva Guzman** 990-4540
Denis Coto 991-7581

San Pedro Sula (*see Puerto Cortes*)

Tegucigalpa (*see Puerto Cortes*)

HONG KONG (+852) (*Special administrative regions of China*)

Hong Kong

- (G) A. Bilbrough & Co. Ltd.
 Room 1505 Guardian House
 32 Oi Kwan Road
 Happy Valley
 Hong Kong
phone: 25739293
fax: 28382001 or 28381278
e-mail: hongkong@a-bilbrough.com
 john.williams@a-bilbrough.com
 raymond.chan@a-bilbrough.com
 paul.chu@a-bilbrough.com
 lucinda.liu@a-bilbrough.com
after hours: **John Williams** 25010101 / 90956670 *mobile*
Raymond Chan 29760872 / 91556986 *mobile*
Paul Chu 27855234 / 91552456 *mobile*
Lucinda Liu 29670385 / 91558529 *mobile*

HONG KONG (+852) *(Special administrative regions of China) continued*

Hong Kong

- (L) Johnson, Stokes & Master
16th–19th Floors
Prince's Building
10 Chater Road
Central Hong Kong
phone: 28432505
fax: 21035459
e-mail: bill.amos@jms.com
website: www.jms.com
after hours: **Bill P. Amos** 28757682 / 92397770

Hong Kong

- (L) Keesal, Young and Logan, LLP
1603 The Centre Mark
287 Queen's Road Central
Hong Kong
phone: 28541718
fax: 25416189
e-mail: jzinke@kyl.com.hk
website: www.kyl.com
after hours: **Jon W. Zinke** 25268156 / 94352352 *mobile*

Hong Kong

- (L) Holman Fenwick & Willan
15th Floor, Tower One
Lippo Centre, 89 Queensway
Hong Kong
phone: 2522 3006
fax: 2877 8110
e-mail: mail@hfw.com.hk
website: www.hfw.com

ICELAND (+354)

Reykjavik

- (L) Valgard Briem & Gardar Briem
Law Office
17, Soleyjargata
101 Reykjavik, Iceland
phone: 517 3200
fax: 517 3201
e-mail: gardarbriem@logsol.is / logsol@logsol.is
after hours: **Gardar Briem** 5611448 / 8930785 or 8530785 *mobile*
Valgard Briem 5510176 / 8525537 *mobile*
Hildur Solveig Petursdottir 5659465

INDIA (+91)

Calcutta

- (G) James Mackintosh & Co.Pvt.Ltd.
Om Tower, Suite 508, 5th Floor
32, Chowringhee Road
Calcutta 700 071, India
phone: 33-22171686 / 1687 / 22170115
fax: 33-22170116
telex: 8121 41 58 MMPL IN
e-mail: jmccal@cal2.vsnl.net.in
after hours: **Mr. Chakraborty** 33-22825170 / 98-30024510 *mobile*
Sanjib Basu 33-55349792 / 98-30020527 *mobile*

Calcutta

- (L) Sandersons & Morgans
Royal Insurance Buildings
5, Netaji Subhas Road
Calcutta 700 001, India
phone: 33-22482644/7
fax: 33-22482648
cable: EXCOGITATE
e-mail: sandrson@vsnl.com
website: www.business.vsnl.com/sandersons
after hours: **C.R. Addy** 33-24798208
P.K. Dutt 33-22416540 or 22416705
P. Ghosh 33-24687135

INDIA (+91) *continued***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
phone: 044-28473591 / 5871 / 0829 / 0831
fax: 044-28473590
telex: 041 5020 JMCO IN
e-mail: claims.chen@jamesmackintosh.com
krishnamurthy@jamesmackintosh.com
after hours: **Krishna Murthy** 44-24987165 or 24993887 / 98-40097205 *mobile*
Murali Rao 44-22290558 / 98-40075293 *mobile*

Chennai (Madras)

- (L) King & Partridge
Catholic Centre - 2nd Floor
No. 108 Armenian Street
Madras 600-001, India
phone: 44-5389691 / 5389721 / 5389761 or 5389811
fax: 44-5382101 or 5367436
telex: 41-8356 LEX-IN
e-mail: kingpat@md4.vsnl.net.in or kp@eth.net
website: www.kingandpartridge.com
after hours: **T. Dulip Singh** 8263201 / 9841032325 *mobile*
Capt. V. Manoj Joy 4902625 / 9840055841 *mobile*
P. Ranganatha Reddy 4942575 / 4957054 / 9841042575 *mobile*

Cochin

- (G) Matheson Keells Enterprises Pvt. Ltd.
Subramanian Road
Willingdon Island
Cochin 682-003
Kerala - India
phone: 484-2666073 / 2668996 / 2666129
fax: 484-2668049
telex: 81 885 4023 MKEL IN
e-mail: pni.cok@matkeells.com / joe.cok@matkeells.com

INDIA (+91) *continued*

after hours: **G S Mahesh** 484-2218907 / 984-6280084 *mobile*
Joe Anthraper 484-3941563 / 984-6285561 *mobile*

Cochin

- (G) James Mackintosh & Co. Pvt. Ltd.
Darragh Smail Centre, 2nd Floor
5th Cross Road
Willingdon Island
Cochin, 682 003
phone: 484 2667813
fax: 484 2667814
e-mail: rwilliam.cok@jamesmackintosh.com
cochin@jamesmackintosh.com
website: www.jamesmackintosh.com
after hours: **Robert William** 484 2750427 / 9447150427 *mobile*

Mangalore

- (G) James Mackintosh & Co. Private Ltd.
c/o Cochin Shipping Company
Alvares Centre
Nanthoor
Mangalore 575 005, India
phone: 824-2211792 / 2212020 / 2212373 or 22125722
fax: 824-2213162
telex: 0832-276 SHCO IN
e-mail: csc@sancharnet.in
after hours: **Helen Alvares** 824-2216255 / 98-45062254 *mobile*
K. Keshav 824-2431287 / 98-45327373 *mobile*

Mumbai (Bombay)

- (G) James Mackintosh & Co. Private, Ltd.
P.O. Box 123
Darabshaw House
Shoorji Vallabhdas Marg.
Ballard Estate
Mumbai 400 001, India
phone: 22-22610161 / 56383535
fax: 22-22615725
telex: 11-84896 A/B JMCO IN

INDIA (+91) *continued*

cable: MACKINTOSH
e-mail: jmc@jamesmackintosh.com
after hours: **Homi F. Commissariat** 22-24974104 / 98-20044780 *mobile*
Farokh Commissariat 22-23641951 / 98-20044781 *mobile*
George Jacob 95-250-2339055 / 98-20076119 *mobile*
Sunil D'ouza 250-23800100 / 98-20451713 *mobile*

New Delhi

(G) James Mackintosh & Co. Pvt. Ltd.
 GF-1 & 2, Ram Pratap House
 4, Local Shopping Centre
 Site-42, Kalkaji
 New Delhi 110-019, India
phone: 11-26216065 / 26226735 / 26486743
fax: 11-26225096
telex: 031-71126 JMCO IN
e-mail: jmco@del3.vsnl.net.in
 raman.del@jamesmackintosh.com
after hours: **V. Ramanarayanan** 11-26438001 / 98-10138740 *mobile*

INDONESIA (+62)**Jakarta**

(G) PT Andhika GAC
 Graha Surya Internusa, Suite 1201
 Jl. H R Rasuna Said
 Kav.X-0
 Kuningan
 Jakarta 12950
 Indonesia
phone: 21 522 7230
fax: 21 522 7231
e-mail: shipping.indonesia@gacworld.com
 neale.proctor@gacworld.com
after hours: **Neale Proctor** 815 1452 3544 *mobile*
Capt. Boris Nugraha 811 837 655 *mobile*
Dino Witjaksono 811 198 897 *mobile*

INDONESIA (+62) *continued***Jakarta**

(G) P.T. Polynesia Bhakti
 Jl.Wijaya VI No. 11
 Jakarta 12160, Indonesia
phone: 21-7236754/6864/6873
fax: 21-7236562/6569
e-mail: polyba@rad.net.id
after hours: **Slamet Gijarto** 21-8298409 / 81-8112350 *mobile*
Mr. Soedarjanto 21-8203339 / 81-1873261 *mobile*
George Tsounas 21-7221163

IRAQ (+964)**Baghdad**

(G) Sadiq Jaafar and Associates
 Al Mansour, Amirat Street
 Dist. 601, Rd. 12, Bldg. 57
 Baghdad, Iraq
phone: 1-5413829, 5424876, 5439781 / 5438440
fax: 1-5413101
telex: 0491 212948 KAWTHR IK
e-mail: sadiq_ishe1937@yahoo.co.uk
after hours: **Sadiq Jaafar** 1-5414353 / 7901905146 *mobile*
Balsam Aljashami 1-5434923 / 7901423103 *mobile*
Hanaa Al Baghdady 07901302242 *mobile*
Ali Al Jashami 1-5430930 / 7901923266 *mobile*

Basrah

(G) Jabbar Q. Hassan
 46, Kora Cornesh Street
 P.O. Box 787
 Basrah, Iraq
phone: 40-614843
fax: 40-613682
e-mail: hassan_basrah@yahoo.com
telex: 491-207052 MARFA IK
cable: KHABEER BASRAH
after hours: **J.Q Hassan** 40-11598

IRELAND, REPUBLIC OF (+353)

Dublin

- (G) P&I Shipping Services Ltd.
44 Tonlegee Road
Dublin 5, Republic of Ireland
phone: 1-8132606
fax: 1-8132607
after hours: **D.J. McNulty** 1-8422246
S. O'Reilly 1-8402828

ISRAEL (+972)

Ashdod

- (G) M. Dizengoff & Co. Ltd.
P&I Representatives
P.O. Box 4092, Port Area
Ashdod 77190, Israel
phone: 8-8565779
fax: 8-8564931
e-mail: ash@dizrep.co.il
after hours: **Aaron Toledano** 8-8556055 / 50 774 9259 *mobile*

Eilat

- (G) M. Dizengoff & Co. Ltd.
P.O.B.11
Eilat 88100, Israel
phone: Dizengoff Eilat Exchange 8-6363111
Management-
M. Marshevsky 8-6363121 / 8-6375669 *fax*
after hours: **M. Marshevsky** 8-6331456

Haifa

- (G) M. Dizengoff & Co. Ltd.
Pal-Yam 2
City Windows Center / Oren Bldg.
Haifa, 33095 Israel
phone: 4-8673715
fax: 4-8678796 or 8643552

ISRAEL (+972) continued

- e-mail:* mail@dizrep.co.il / bella@dizrep.co.il / yoni@dizrep.co.il
stephan@dizrep.co.il / ziv@dizrep.co.il / dr@dizrep.co.il
website: www.dizrep.co.il
after hours: **Shimon Ziv** 4-8229557 / 50-231815 / 52 808 1562 *mobile*
4-8323857 *fax*
Danny Ramot 4-9978961 / 52 808 1561 *mobile*
Stephan Levin 4-8255040 / 52 808 1568 *mobile*
Adi Ben Ishai 525474749
Yoni Meir 48362808

ITALY (+39)

Ancona

- (G) Hugo Trumpy
Piazza Santa Maria 2
60121 Ancona
phone: 071 2270421
fax: 071 2270420
e-mail: ancona@hugotrumpy.it
after hours: **Roberto Spinsanti** 348 8906893 *mobile*

Ancona

- (L) Studio Legale Mordiglia-Mauro
P.zza Cavour, 2
60100 Ancona, Italy
phone: 071-55622 or 0544-64721 / 67052
fax: 071-56673 / 57231 / 0544-65178
e-mail: slmmra@tin.it
after hours: **Maurizio Mauro** 0544-32439 / 348-5600688 *mobile*
Massimo Mordiglia 335-6142435
Giuseppe Mauro 338-7734257

Bari

- (G) Nicola Girone S.r.l.
Via Massaua, 1/E
Bari, Italy 70123
phone: 080-5341736 or 5340399
fax: 080-5341786 / 5340119
cable: NICOLAGIRONE

ITALY (+39) *continued*

e-mail: info@nicolagirone.com
website: www.nicolagirone.com
after hours: **Captain G. De Tullio** 0335-5324141 *mobile*

Brindisi

(G) “Il Capitano” Studio Tecnico Peritale Navale
 53, Corso Garibaldi
 72100 Brindisi, Italy
phone: 0831-529612 or 560304
fax: 0831-529612 or 523825
e-mail: studio.ilcapitano@tiscali.it
after hours: **Capt. Francesco Scagliarini** 0831-564062 / 0336-825000 *mobile*
Luca Scagliarini 0831-411294 / 340-2221095 *mobile*
Cosimo Ciraci 0831-501692 / 340-7867137 *mobile*
Caterina Casoar 0831-526696 / 337-7400050 *mobile*

Cagliari

(G) SARPANDI s.r.l.
 Via Canelles 30
 09124 Cagliari, Sardinia, Italy
phone: 070-666022 or 658880
fax: 070-664008
e-mail: Sarpandi@tin.it
after hours: **Capt. Vincenzo Scotti** 070-656076 / 348-2249352 *mobile*
 348-3858231 *mobile*
M. Grazia Asquer 337604434 *mobile*

Genoa

(G) Ferpandi S.r.l.
 Viale San Bartolomeo
 Degli Armani 5
 16122 Genoa, Italy
phone: 010-8333301
fax: 010-8317006
website: www.ferpandi.com
e-mail: ferpandi@ferpandi.com

ITALY (+39) *continued*

after hours: **Antonio Talarico** 3356409443 *mobile*
Fabrizio Pescaglia 335-1258507 *mobile*
Francesco Ferrari 335-7942297 *mobile*
Stefano Galleano 335-6409444 *mobile*
24 hr. Emergency Tel: 335-7942297

Genoa

(G) Hugo Trumpy S.r.l.
 10, Via San Siro
 P.O. Box 81467GE14
 16124 Genoa, Italy
phone: 010-24941 / 2494264-5 or 2494304
fax: 010-2494282 (P&I Dept.) or 2494232 (General)
e-mail: htpandi@hugotrumpy.it
 gr.pandi@hugotrumpy.it
 rs.pandi@hugotrumpy.it
website: www.hugotrumpy.it
after hours: **G. Reggio** 010-3200779 / 335-8318035 *mobile*
R. Sannino 335-7407557

La Spezia

(G) Ferpandi S.R.L.
 c/o Technical Bureau Studio Associato
 Viale San Bartolomeo, 213
 19126, La Spezia, Italy
phone: 0187-280311
fax: 0187-569095
after hours: **Stefano Galleano** 335-6409444
Fabrizio Pescaglia 335-1258507
Emergency Mobile Number 335-7942297

La Spezia

(G) Hugo Trumpy S.r.l.
 Viale San Bartolomeo 109
 19126 La Spezia, Italy
phone: 0187-5511
fax: 0187-551301

ITALY (+39) *continued*

e-mail: e.pensa@lardon.com
e.troiani@lardon.com
after hours: **E. Pensa** 0187-733883 / 348-7676725
E. Troiani 348-7677361

Leghorn

(G) Hugo Trumpy S.r.l.
Viale Italia N. 183
P.O. Box 581
Livorno (Leghorn), Italy 57127
phone: 0586-812266 / 812159 or 812716
fax: 0586-814177 or 260044
e-mail: htleg@htleg.it
after hours: **N. Cinquegrani** 0586-509343 / 335-7407556 *mobile*
C. Perone 0586-853410 / 335-8298208 *mobile*
M. Gambicorti 0586-580891 / 335-219602 *mobile*

Milan

(G) Gabriele Bernascone
Studio Legale Bernascone & Soci
Squire Sanders & Dempsey LLP
Piazza San Babila, 3
Milan, Italy 20122
phone: 02-77721511
fax: 02-77721515
e-mail: gbernascone@ssd.com
website: www.ssd.com

Naples

(G) Ferpandi S.R.L.
Via A. De Gasperi, 55/19
80133 Naples, Italy
phone: 081-5518790 / 5514853
fax: 081-5511617
e-mail: antonio.liguoro@plferrari.com
plfnapoli@plferrari.com

Emergency Mobile Number: Please See Genoa

ITALY (+39) *continued***Naples**

(G) Hugo Trumpy
Piazza de Stazione Marittima
Interno Porto
80133 Naples, Italy
phone: 081-5512211
fax: 081-5512947
e-mail: insurance@klingenberg.it
after hours: **Lars Klingenberg** 081-7690631 / 348-3806848 *mobile*

Palermo (covering all Sicilian and Calabrian ports)

(G) Tagliavia & Co. S.r.l.
Via Emerico Amari 8
90139 Palermo, Italy
phone: 091-587377
fax: 091-322435 or 580495
e-mail: tpandi@tin.it
website: www.tagliaviapandi.it
after hours: **Ann Rowell** 091-8694467 / 348-6017621 *mobile*
Gaetano Tagliavia 091-451772 / 348-6017625 *mobile*
Claudio Tagliavia 091-307790 / 348-6017620 *mobile*
Jean Hawthorne 091-946009 / 339-8089130 *mobile*
24 hours 348-6017620 *mobile*

Ravenna

(G) Kane Radonicich Holme S.R.L.
Via Magazzini Anteriorl 27
48100 Ravenna, Italy
phone: 0544-422146 / 423832
fax: 0544-421444
e-mail: krhra@sira.it
after hours: **Antonella Gallotti** 0544-36076
Robert Kennedy 0544-62433
24 Hours 33-37399022

ITALY (+39) *continued*

Ravenna

- (L) Studio Legale Mordiglia-Mauro
Circonvallazione alla Piazza D'Armi, 74
48100 Ravenna, Italy
phone: 0544-64721 or 67052
fax: 0544-65178
e-mail: slmmra@tin.it
after hours: **Maurizio Mauro** 0544-67830 / 348-5600688 *mobile/pager*
Massimo Mordiglia 335-6142435 *mobile*

Savona

- (G) Hugo Trumpy S.R.L.
c/o Dodero & Dodero
Via Chiodo 1
17100 Savona SV, Italy
phone: 019-813055
fax: 019-813056
telex: 270439 DDLS
e-mail: dodero@oik.it
after hours: **Gian Paolo Dodero** 0185-233118 *phone/fax* / 348-4110624 *mobile*

Taranto

- (G) Tagliavia & Co. S.R.L.
Via Anfiteatro 13
74100 Taranto, Italy
phone: 091-587377
fax: 091-322435 / 580495
e-mail: tpandi@tin.it
after hours: **Capt. Cosimo Guida** 348-6017620 / 21 / 25 (24 hr.)
Ann Rowell 091-8694467 / 348-6017621 *mobile*
Gaetano Tagliavia 091-451772 / 348-6017625 *mobile*
Claudio Tagliavia 091-307790 / 348-6017620 *mobile*
Jean Hawthorne 091-946009 / 339-8089130 *mobile*

ITALY (+39) *continued*

Taranto

- (G) Hugo Trumpy
Corso Vittorio Emanuele II, 5
74100 Taranto
phone: 099 4716698
fax: 099 4709576
e-mail: taranto@hugotrumpy.it
after hours: **Paolo Danese** 099 4707048 / 347 7204556 *mobile*

Trieste

- (G) Edgar H. Greenham & Co. S.R.L.
Piazza dell'unita'd'Italia 7
Trieste, Italy 34121
phone: 040-6702711
fax: 040-67027300
cable: GREENHAMCO
e-mail: edgar@greenhamco.com
after hours: **Nereo Castelli** 040-281047 / 337-7536937 *mobile*
Lilli Samer 040-53461

Venice

- (G) Radonicich Insurance Services s.r.l.
Via F. Orsini 6/A
30175 Venice-Marghera, Italy
Mailing Address:
PO Box 3171 Mestre Centro
30170 Venice, Italy
phone: 041-5382103
fax: 041-926108
e-mail: radinsur@portofvenice.net
after hours: **Remigio Conz** 3492904605 *mobile*
Alessandro Conz 041-616422 / 3496649660 *mobile*

IVORY COAST (+225)

Abidjan

- (G) TCI (Africa) C.I.
18 B.P. 1373
Abidjan 18, Ivory Coast
phone: 21-242964 or 240566
fax: 21-242963 or 21-240569
telex: +983 42 310
e-mail: tciafrica@aviso.ci
tciafrci@africaonline.co.ci
bmarchetti@eltvedtosullivan.com
after hours: **Capt. Dosso Toulega** 22-420059 / 07-051527 *mobile*
Bruno Marchetti
Elesi Benie 21242964 / 22507081800 *mobile*
Robert Kohou Bi 07075603 *mobile*

In case of communication difficulties, please contact the Managers' Agents,
ELTVEDT & O'SULLIVAN

Abidjan

- (G) Ivory P&I
Rue du Commerce, Immeuble Ixora
01 BP 8269
Abidjan 01 Plateau, Ivory Coast
phone: 20 32 03 15
fax: 20 32 03 16
e-mail: jc.impoutou@ivorypandi.com / all@ivorypandi.com
after hours: **Jean-Claude Impoutou** 07 58 81 89 *mobile*
Dieu-sais Grokrou 07 01 00 23 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

JAMAICA (+1) *(Not an International call from U.S.A.)*

Kingston

- (G) Shipowners P & I Services Limited
80-82 Second Street
Port Bustamante
Kingston 13, Jamaica, W.I.
phone: 876-923-9271-4 / 876-923-9371
fax: 876-923-4091 / 876-923-4409
e-mail: james.levy@jashipco.com
after hours: **James Levy** 876-409-9874 *mobile*
Marjory Kennedy 876-927-9859
Michael Dobson 876-995-9653
Charles Johnston 876-978-1240

JAPAN (+81)

Imabari

- (G) ISS P&I Japan
1F Tokiwa Homes
5-8-31 Tokiwa-Cho, Imabari-shi
Ehime-ken, Japan 794-0015
phone: 898-34-3585
fax: 898-32-3587
e-mail: masayuki.mori@iss-shipping.com
after hours: **Mr. M. Mori** 81-9030318263 *mobile*

Kobe, Japan *(see Imabari, Japan)*

Osaka

- (G) P&I Services Japan
11th Floor Honmachi Eiwa Bldg.
2-10 Minami - Honmachi 4-chome Chou-ku
Osaka, Japan
phone: 6-49686009
fax: 6-62417520
telex: 05233901 HSAOSA J
e-mail: pandi@services.co.jp
wakasama@niji.or.jp

JAPAN (+81) *continued*

after hours: **K. Takano** 722-740365 *phone/fax* / 80-31082724 *mobile*
M Kobayashi 721-624745 / 80-31083724 *mobile*
T. Wakasugi 877-454775 / 877-454790 *fax* /
 90-86945327 *mobile*

Tokyo

- (G) ISS P&I Japan
 8th Floor, Suzuyo Hamamatsu-cho Building
 2-1-16, Kaigan, Minato-ku
 Tokyo, Japan 105-0022
phone: 3-5442-5001
fax: 3-5442-5002
e-mail: pandi@ce.mbn.or.jp
after hours: **M. Oiwa** 3-39956997 / 80-1136-1967 *mobile*
I. Asada 45-3734867 / 90-4828-9957
T. Kuroda 476-464478 / 90-9821-7378
K. Horii 90-3473-4367 *mobile*
M. Nishizawa 3-38533671 / 90-7272-3064
Y. Imaizumi 45-9434636 / 90-6040-7225 *mobile*
Y. Tanaka 49-2465871 / 80-5486-7600 *mobile*

Yokohama, Japan (*see Tokyo, Japan*)

JORDAN (+962)**Amman**

- (G) Amin Kawar & Sons Co. W.L.L.
 24 Abdel Hameed Sharaf St.
 Shmeisani
 P.O. Box 222
 Amman 11118 Jordan
phone: 6-560 9500
fax: 6-567 2170
telex: 21212 KAWAR JO
e-mail: ghassoub@kawar.com.jo
 ninette@kawar.com.jo
 claimsp&i@kawar.com.jo

JORDAN (+962) *continued*

website: www.kawar.com
after hours: **Ghassoub Kawar** 962-6-5921155 / 962-74-5525002 *mobile*
Ninette Issid 6-5816615 / 962-74-5558840 *mobile*

Amman

- (L) Sami & Adib Habayeb
 Advocates & Legal Consultants
 Astra Building - 1st Floor, Office No. 102
 Jabal Amman, Amman, Jordan
mailing address: P.O. Box 3424
 Amman, 11181 Jordan
phone: 6-4643367 / 6-4643368
fax: 6-4647335
e-mail: law@juris.com.jo
after hours: **Sami Habayeb** 6-4644108
Adib Habayeb 6-5923109 / 6-5927818 *fax*

Aqaba

- (G) Jordan P&I Consultants Corp.
 Cornish – King Hussein Street – Port Road
 Housing Bank Building – First Floor – Seaside View
 P.O. Box 998 Aqaba 77110 Jordan
phone: 3 2012997
fax: 3 2013331
e-mail: operations@nss.com.jo / Joseph.Gharios@nss.com.jo
after hours: **Joseph Gharios** 3 201 2999 & 201 4999
 79 5538455 & 77 997999 *mobile*

Aqaba

- (G) Amin Kawar & Sons Co. W.L.L.
 Hammamat Tunis Street
 P.O. Box 18
 Aqaba, Jordan
phone: 3-2014217 / 19
fax: 3-2013618
telex: 62220 KAWARJO
e-mail: management@aqaport.com.jo
 azmi@aqaport.com.jo

JORDAN (+962) *continued*

website: www.kawar.com
after hours: **Walid Kawar** 3-201-2282 / 962-74-5530500 *mobile*
Azmi Falah 3-2014106 / 962-74-5538205 *mobile*

Please send all correspondence to Amman Office.

KENYA (+254)**Mombasa**

(G) Inchcape Shipping Services Kenya Ltd.
P.O. Box 90194
Inchcape House
Archbishop Makarios CIs
Off Moi Avenue
Mombasa, Kenya
phone: 41-2314245-6 / 2227754 or 2227802
fax: 41-2314662 / 2223714
telex: 21278 / 21144 INCH KE
e-mail: mail@iss-shipping.com
wilson.nyangala@iss-shipping.com
joseph.weloba@iss-shipping.com
david.mackay@iss-shipping.com
website: www.iss-shipping.com
after hours: **Wilson Nyangala** 254 722-401035
Joseph Weloba 11-2493774 / 722-410774 *mobile*
David Mackay 41-474282 / 722-787697 *mobile*

KOREA (+82)**Busan**

(G) Hyopsung Shipping Corporation
7th Floor, Yuchang Building 25-2, 4-Ka
Jungang-Dong, Jung-Gu
PO Box 75
Busan, Korea
phone: 51-4636551, 4636555
fax: 51-4623492, 4625933
telex: HYOPSUNG K 53323 / HYOPSUNG K 53374

KOREA (+82) *continued*

e-mail: mailhead@hyopsung.co.kr
after hours: **J.C. Kim** 7474241 / 011 8962341 *mobile*
K.W. Ha 51 7552491 / 010 26992491 *mobile*
J.H. Park 55 5465411 / 019 5950466 *mobile*
S.K. Han 51 4156848 / 010 96106848 *mobile*

Seoul

(G) Korea Marine & Oil Pollution Surveyors Co. Ltd.
Suite 301, Shina Memorial Bldg.
1-28, Chung-Dong
Chung-Ku Seoul, Republic of Korea
phone: 2-7749296
fax: 2-7749298 / 7526096
e-mail: survey@komos.co.kr
after hours: **Capt. Suk-Kee Kim** 011-3309296 *mobile*
M.B. Kim 011-2739297 *mobile*
K.E. Hong 011-3300121 *mobile*
J.S. Kim 016-5573581 *mobile*
B.K. Kim 011-5530121 *mobile*

Seoul

(L) Kim, Shin & Yu
C.P.O. Box 3238
12th Floor, Leema Building
#146-1 Susong-Dong,
Chongro-Ku, Seoul,
Republic of Korea 110-755
phone: 2-7355822 / 2-2000-5000
fax: 2-7396606 / 2-2000-5050
e-mail: lawyer@ksy.co.kr
after hours: **Rok Sang Yu** 2-556-6273 / 11-244-5824 *mobile*
Hae Duk Jung 31-605-3225 / 11-234-5822 *mobile*

KUWAIT (+965)

Safat

- (G) Gulf Agency Company (Kuwait) Ltd.
PO Box 20637 Safat
13067 Safat, Kuwait
phone: 4836465
fax: 4836375
telex: 22396 ISATUG KT
e-mail: claims.kuwait@gacworld.com
thomas.thomas@gacworld.com
patrik.hallden@gacworld.com
mikko.wieru@gacworld.com
website: www.gacworld.com
after hours: **Thomas Thomas** 5647903 / 9751960 *mobile*
Patrik Hallden 5326530 / 9600534 *mobile*
Mikko Wieru 2516088 / 7887074 *mobile*

Safat

- (G) Inchcape Shipping Services
KMMC Building
Arabian Gulf Street
Safat, Kuwait
mailing address: P.O. Box 78
13001 Safat, Kuwait
phone: 2434752
fax: 2436856
telex: 23371 INSHIP KT
e-mail: binod.kumar@iss-shipping.com
chiranjib.c@iss-shipping.com
website: www.iss-shipping.com
after hours: **Binod Kumar** 2441491 / 9069319 *mobile*
Chiranjib Chattopadhyay 2434752 / 6879842 *mobile*

LATVIA (+371)

Riga

- (G) Pandi Balt Ltd.
PO Box 66
Riga, LV-1045 Latvia
phone: 7-383951
fax: 7-383965
e-mail: pandi@pandi.lv
vladimir@pandi.lv
after hours: **24 Hours** 371-9-216619 *mobile*
Capt. Sergey Batmanov 9-205680 *mobile*
Capt. Vladimir Dorofeev 9-216619 *mobile*

LEBANON (+961)

Beirut

- (G) Maurice G. Mouracadé & Co.
Selim Bustros Street
Chammah Building
P.O. Box 11-0367, Riad El Solh
Beirut 1107 2040, Lebanon
phone: 1-324116 / 201821 or 321385
fax: 1-200590
e-mail: mgmpandi@dm.net.lb
after hours: **Roger Mouracadé** 1-321389 / 1-321387 *fax* / 3-621999 *mobile*
Mary Doueihy 3-622244 *mobile*

Beirut

- (G) Gulf Agency Company (Lebanon) Ltd
P.O.B. 11 4392
Riad Al Solh Beirut 11072160
Beirut, Lebanon
phone: 1-446086 / 562845 / 446189
fax: 1-446097 / 581442
e-mail: lebanon@gacworld.com
simon.bejjani@gacworld.com
website: www.gacworld.com
after hours: **Simon Bejjani** 3-606175 *mobile*
Jessy M. Karam 03-606176 *mobile*

LIBERIA (+231)

Monrovia

- (G) Scanship (Liberia) Inc.
 Bushrod Island (Freeport area)
 P.O. Box 10-0209
 1000 Monrovia, 10 Liberia, West Africa
phone: 227773 or 227774
fax: 226185
telex: 44281 SCSHP LBR

LIBYA (+218)

Tripoli

- (L) Shtewi Legal & Pandi Services
 207 Amehamed El Magrif Street
 Second Floor
 P.O. Box 12835
 Tripoli, Libya
phone: 21-334-1588
fax: 21-334-1589
e-mail: shtewi69@hotmail.com
after hours: **Taher Shtewi** 91-212-2284 / 21-350-7550 / 91-214-1080 *mobile*
Mohamed Hassoun 21-444-1886 / 91-218-8631 *mobile*

LITHUANIA, REPUBLIC OF (+370)

Klaipeda

- (G) Pandi Balt Ltd. Klaipeda
 Tilzes Street 8-2
 LT-91132 Klaipeda, Lithuania
mailing address: PO Box 445
 LT-92003 Klaipeda, Lithuania
phone/fax: 46 313 428
e-mail: info@pandi.lt
after hours: **Vladimir Taranenko** 687 53410 *mobile*

MADAGASCAR (+261)

Toamasina

- (G) TCI (Africa)
 Villa "ACIMA"
 Rue Ile de France
 P.O. Box 443
 Toamasina 501, Madagascar
phone: 2053-32145
fax: 2053-32145
telex: 55658IOMS
e-mail: tcimada@wanadoo.mg / tcimada_tve@yahoo.com
after hours: **A. Rajoelariosy** 205332934 / 320444205 *mobile*

In case of communication difficulties, please contact the Managers' Agents,
 ELTVEDT & O'SULLIVAN

Toamasina

- (G) Africa P&I Toamasina
 P.O. Box 1559
 Toamasina 501, Madagascar
phone: 320 444 419
fax: 20 53 331 969
e-mail: africapandimg@yahoo.fr
after hours: **Adel Bemananjara** 320 444 419 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

MALAYSIA (+60)

Johor Bahru

- (G) Spica Services (M) Sdn Bhd
 Unit 18-05, 18th Floor, Menara Landmark
 No. 12, Jalan Ngee Heng 80,000
 Johor Bahru, Johor, Malaysia
phone: 7-2261467
fax: 7-2265599
e-mail: spica@benline.com.my
after hours: **Azman Zakaria** 12-7221076
Thomas Yan 65-7463945 / 65-9737-4580 *mobile*
Dughall Aitken 65-4422109 / 65-9625-8986 *mobile*

MALAYSIA (+60) *continued***Kuala Lumpur (Port Klang)**

- (G) Spica Services (M) Sdn Bhd
 Street Address:
 Level 5, Mayban Assurance Tower
 Dataran, Maybank
 No. 1, Jalan Maarof
 59100 Kuala Lumpur, Malaysia
mailing address: PO Box 511
 Jalan Sultan
 46760 Petaling Jaya, Malaysia
- phone:* 3-22897240
fax: 3-22897241
e-mail: kl_claims@spica.com.my
after hours: **Tun Busu Tahir** 012-3327593 *mobile*
Norzila Ambiah 012-3327054 *mobile*

Penang

- (G) Spica Services (M) Sdn Bhd
 19th Floor, Suite B, Menara BHL Bank
 No. 51 Jalan Sultan Ahmad Shah
 10050 Penang, Malaysia
- phone:* 4-2278375 / 2264688
fax: 4-2276080 / 2276770
telex: BENPEN MA43014
cable: BENSHPEN PENANG
e-mail: pen.spica@benline.com.my
after hours: **Tong Hen Keng** 4-8903304 / 019-4111309 *mobile*
Sukhbir Singh 4-8283689 / 019-4727831 *mobile*

MALTA (+356)**Valletta**

- (G) H. Vassallo Limited
 53/2, Old Theatre Street
 Valletta VLT 08 Malta
- phone:* 21-225548 or 21-230562
fax: 21-223582

MALTA (+356) *continued*

- e-mail:* mail@hvassallo.com
 charlie.bugeja@hvassallo.com
 joe.buhagiar@hvassallo.com
 john.bugeja@hvassallo.com
 nadine.dunford@hvassallo.com
- after hours:* **C.L. Bugeja** 21-443020 / 79-225548 *mobile*
J. Buhagiar 21-576774 / 99-442703 *mobile*
J. Bugeja 21-443020 / 79-047880 *mobile*
N. Dunford 21-487967 / 356-9920-1919 *mobile*

MAURITANIA (+222)**Nouakchott**

- (G) TCI (Africa)
 T038/039 – Tevragh Zeina
 B.P. 3033
 Nouakchott, Mauritania
- phone:* 5-256894
fax: 5-253287
e-mail: tciafrnkt@mauritel.mr
after hours: **Mohamed Lemine** 5-251256 / 6305160 *mobile* & 6415530 *mobile*

In case of communication difficulties, please contact the Managers; Agents,
 ELTVEDT & O'SULLIVAN

Nouakchott

- (G) Africa P&I
 Porte No. 1, Immeuble Sakali
 Lot T 01, Avenue John Kennedy
 Tevragh Zeina
 Nouakchott, Mauritania
- phone:* 525 5437
fax: 525 54 37
e-mail: africapandinkc@toptechnology.mr
after hours: **M. B. Diallo** 645 0930 *mobile*

MAURITIUS (including Rodriguez Island) (+230)

Port Louis

- (G) De Chermont & Partners Ltd.
23 Edith Cavell Street
Port Louis, Mauritius
phone: 2121848 or 2124949
fax: 2124949
e-mail: chermont@intnet.mu
after hours: **Capt. Daniel Heeraman** 2471381 / 7284399 *mobile*

MEXICO (+52)

Mexico City

- (G) P&I Services (México), S.A. de C.V. / Grupo DelMex
Homero 1425, Suite 504
Colonia Los Morales Sección Palmas
Delegación Miguel Hidalgo
C.P. 11540 México, D.F. México
phone: 55-53951221 / 5357 / 55803640 / 55572251
fax: 55-53954911
e-mail: pandiser@grupodelmex.com
fedelfin@grupodelmex.com
fleon@grupodelmex.com
jloman@grupodelmex.com
website: www.grupodelmex.com
after hours: **Fernando Delfin Garcia** 55-55019679 *mobile*
Juan Loman Villarreal 55-54376561 *mobile*
Fernando León Martinez 91 926089 *mobile*
24 hr. emergency # 229-55-53-95-9211

Mexico City

- (L) Murillo, Maldonado, Arredondo & Asociados, S.C.
Homero 229, Master Suite 3
Colonia Chapultepec Morales
C.P. 11570
Mexico, D.F., Mexico
phone: 55-19975948
tel/fax: 55-19975953

MEXICO (+52) continued

- e-mail:* mma@mma.com.mx
murillo@mma.com.mx
arrendondo@mma.com.mx
maldonado@mma.com.mx
website: www.mma.com.mx
after hours: **Rafael Murillo** 55-10905946
Ricardo Arredondo 55-10905948
Ivan Maldonado 55-10905947
24 Hours 55-19975948
24 Hour Fax 55-19975953

Mexico City

- (L) J.W. Pinedo & Asociados S.C.
Ave. San Jeronimo #1749, Col. Lomas
Quebradas, Del. Magdalena Contreras
C.P. 10 000 Mexico D.F., Mexico
phone: 55-56833664 / 56833674
fax: 55-56833684 or 56819340
e-mail: generalmail@jwpinedo.net
jwpinedo@jwpinedo.net
pandi@jwpinedo.net
website: www.pinedo.net
after hours: **Walter Pinedo** 55-51013541
Pablo Ochoa 55-54125483
Emergency Line 55-51013540

Acapulco, Mexico (see Veracruz, Mexico)

Manzanillo, Mexico (see Veracruz, Mexico)

Mazatlan, Mexico (see Veracruz, Mexico)

Tampico, Mexico (see Mexico City, Mexico)

MEXICO (+52) *continued*

Veracruz

(G) P&I Services (Mexico), S.A. de C.V./Grupo Delmex
 Independencia 837-B
 Colonia Centro
 Veracruz, Veracruz C.P. 91700 Mexico
phone: 229-9315278 / 229-9314654
fax: 229-9324422
e-mail: peivermx@prodigy.net.mx / alobaton@grupodelmex.com
after hours: **Alejandro Lobatón** 229-104-6396 *mobile*
24 hr. emergency # 55-53-95-9211

Please send all correspondence directly to P&I Services, Mexico City office.

MONTENEGRO (+381)

Bar

(G) Samer & Strugar Shipping d.o.o.
 Marshala Tita, bb
 85000 Bar, Montenegro
phone: 85-317350 / 311767
fax: 85-311447
e-mail: samer.strugar@cg.yu
after hours: **Capt. Nikola Strugar** 85-311767 / 69-031125 *mobile*
Daniela Strugar 69-324583 *mobile*

MOROCCO (+212)

Casablanca

(G) DEFMAR
 Espace Paquet
 Suite No. 506
 Place Nicolas Paquet
 Boulevard Mohamed V.
 Casablanca 20000
 Morocco
phone: 22 45 25 25
fax: 22 45 05 01
telex: 0407 21969 DEFMAR

MOROCCO (+212) *continued*

e-mail: SOMADEF@defmar.com
 S.AHARDANE@defmar.com
 M.LAAZIZI@defmar.com
 K.HACHIM@defmar.com
 F.SOUSSANE@defmar.com
website: www.defmar.com
after hours: **Mr. Laazizi** 22 27 16 29 / 61 463 834 *mobile*
Khadija Hachim 63 894 853 *mobile*
Saad Ahardane 22 36 44 15 / 61 13 34 55 *mobile*
Fouzia Diouri

Tangier

(G) Agence Med Sarl.
 3, Rue Ibn Rochd
 Tangier, 90000 Morocco
phone: 39-935875
fax: 39-933239 / 39-932118
e-mail: chattmed@wanadoo.net.ma
 opsmaritime@wanadoo.net.ma
 opsmed@wanadoo.net.ma
 agencemed@menara.ma
after hours: **Mohamed Chatt** 61-299587 *mobile*
Daimoussi Rachid 65698961 *mobile*
Mohamed Nouichi 66459337 *mobile*

MOZAMBIQUE (+258)

Beira

(G) P&I Associates (Mocambique) Ltd.
 Casa Infantes Da Sagres, Largo Do Buzi 1/6
 P.O. Box 14 or 44 Beira
 Beira, Mozambique
phone: 23-323143
fax: 23-322916
e-mail: marine@teledata.mz
after hours: **Herbert Nkomo** 82 5017350 *mobile*

In the event of communication difficulties, contact P&I Associates, Durban Office via
 24 Hour Mobile: +27-83-2503398

MOZAMBIQUE (+258) *continued*

Maputo

- (G) P&I Associates (Mocambique) Ltd.
Praca Dos Trabalhadores, 51
P.O. Box 292
Maputo, Mocambique
phone: 21-326-021
fax: 21-323-026
after hours: **H. Madeira** 21-415043 / 82-304 3280 *mobile*

In the event of communication difficulties, contact P&I Associates, Durban Office via
24 Hour Mobile: +27-83-2503398

MYANMAR (BURMA) (+95)

Yangon

- (L) Ms Tin Ohnmar Tun
LL.B (Burma), LL.M. (UK)
53-55 Mahabandoola Garden Street
P O Box 109, Yangon
phone: 1 248 108 / 723 043 / 372 174
fax: 1 248 108 or 665 537 / 557 990
e-mail: tinpandi-aung@mptmail.net.mm
tin_o_tun@aquamarine.com.mm
h_aung@aquamarine.com.mm
jmsaungzeya@mptmail.net.mm
after hours: **Tin Ohnmar Tun** 1 578 940 / GSM +44 370 882 009 *mobile*
H. Aung 1 578 940 / 980 21083 *mobile*
Jimmy Soe 1 500 936 / 950 02864 *mobile*

NAMIBIA (+264)

Walvis Bay

- (G) Contact P&I Associates, Cape Town
Office Phone: +27-21-4254924 or Fax: +27-21-4211423 or
P&I Associates, Durban
Office Phone: +27-31-3685050 or Fax: +27-31-332-4455

NETHERLANDS (+31)

Amsterdam

- (G) Vopak Agencies Amsterdam BV
P.O. Box 20616
1001 NP Amsterdam, Netherlands
local address: Deccaweg 6 A, 1042 AD Amsterdam, The Netherlands
phone: 20-4488725 / 8700
fax: 20-4488737 / 4488750
e-mail: niels.van.der.noll@vopak.com
website: www.vopakagencies.com
after hours: **Niels van der Noll** 299-401582 / 299-404838 *fax* /
653-400739 *mobile*

Rotterdam

- (G) Dutch P&I Services B.V.
Wijnhaven 65F
3011 WJ Rotterdam
P.O. Box 23085
3001 KB Rotterdam
phone: 10 440 55 55
fax: 10 440 55 15
e-mail: kees.velgersdijk@dupi.nl
frans.van.dalen@dupi.nl
peter.van.bodegraven@dupi.nl
nils.heijboer@dupi.nl
theo.koster@dupi.nl
website: www.dupi.nl
after hours: **K. Velgersdijk** 186 616802
F.J.H. van Dalen 10 4508753
P. van Bodegraven 10 4260826
C.D. Heijboer 167 523080
T. Koster 180 433095
Mobile 6 2184 3588 / 6 2184 3587

NETHERLANDS (+31) *continued*

Rotterdam

- (G) Post & Co. (P&I) B.V.
Brainpark
Max Euwelaan 45
P.O. Box 443
3000 AK Rotterdam, Netherlands
phone: 10-4535888
fax: 10-4529575
e-mail: claims@post-co.com
website: www.post-co.com
after hours: **J. Gaasbeek** 10-4473089
J.H.N. Pabbruwee 16-5316546
F.A. Dieleman 10-4470633
W.J. van Veen 10-4810900
Mobile 6-53385172

Delfzijl, Netherlands (See Rotterdam, Netherlands)

Flushing, Netherlands (See Rotterdam, Netherlands)

Terneuzen, Netherlands (See Rotterdam, Netherlands)

NETHERLANDS ANTILLES (+599)

Curacao

- (G) N.V. v/h Firma C.S. Gorsira J.P. Ez.
Anthony Veder Building
Kaya Jacob Posner
P.O. Box 3677, Willemstad
Curacao, Netherlands Antilles
phone: 9-4614700 or 4615873
fax: 9-4612576
telex: 1138 GORS NA
e-mail: gorsira@attglobal.net
after hours: **Duty Mobile** 9-5102140 / 5103159
Frank Douglas 9-7375704
Joop van Vliet 9-4614656

NEW CALEDONIA (+687)

Noumea

- (G) McLeans
c/o ALB Naval, Sarl
BP 8745
98807 Noumea, Cedex
New Caledonia
phone: 687 7810 84
fax: 687 2769 56
e-mail: Jackalain@canl.nc

NEW ZEALAND (+64)

Auckland

- (G) P&I Services
Level 1 132-138 Quay Street
P.O. Box 437
Auckland 1, New Zealand
phone: 9-3031900
fax: 9-3089204
e-mail: pandiak@clear.net.nz
after hours: **N.A. Wheeler** 9-5795902 / 0274-921975 *mobile*

Auckland

- (L) Chapman Tripp Sheffield Young
Coopers & Lybrand Tower
23-29 Albert Street
P.O. Box 2206
Auckland, New Zealand
phone: 9-3579000
fax: 9-3579099
e-mail: ctsyak@chapmantripp.com
lisa.cunningham@chapmantripp.com
after hours: **L. Cunningham** 9-446-6062 / 21-292-2023 *mobile*

NEW ZEALAND (+64) *continued*

Wellington

- (G) P&I Services
Level 5
City Chambers
142 Featherston Street
P.O. Box 3291
Wellington 1, New Zealand
phone: 4-4735742
fax: 4-4735745
e-mail: pandiwn@clear.net.nz
after hours: **A. Irving** 4-5627366 / 0274-455396 *mobile*

Wellington

- (L) Chapman Tripp Sheffield Young
AMP Centre, Grey Street
P.O. Box 993
Wellington, New Zealand
phone: 4-4995999
fax: 4-4727111
e-mail: bruce.scott@chapmantripp.co.nz
john.knight@chapmantripp.co.nz
after hours: **Bruce Scott** 4-4984951
John Knight 4-4984947

NICARAGUA (+505)

Corinto

- (G) Maritime Claims - Americas, Inc.
c/o Universal Transport Co. Ltd.
Del Mercado Central 20 Crs. Al Sur
Corinto, Nicaragua
phone: 342-2856
fax: 342-2324
after hours: **Henry Canales** 280-2265
Bruno Urbina 249-7112 / 883-0119 *mobile*

NICARAGUA (+505) *continued*

Managua

- (G) J.L. Griffiths Sucesores, S.A.
Centro Ejectivo San Marino A-202
Pista Jean Paul Genie
Managua, Nicaragua
phone: 2785307-8
fax: 2785308
e-mail: jlgrif@ibw.com.ni
after hours: **A. Griffith, Sr.** 8874384 / 2708113 *mobile*
A. Griffith, Jr. 8877032 / 2708124 *mobile*

Managua

- (G) Maritime Claims - Americas, Inc.
KM 5 1/2 Carretera Norte
Laboratorios Ramos
P.O. Box 4215
Managua, Nicaragua
phone: 240-1740 / 240-0291
fax: 240-0207
e-mail: unitrans@ibw.com.ni
after hours: **Bruno A. Urbina** 249-7112 / 884-0119 *mobile* / 240-1242 *fax*

NIGERIA (+234)

Lagos

- (G) TCI (Africa) Nigeria Ltd
1 Commercial Road
Eleganza Plaza Gate House
Apapa Lagos, Nigeria
phone: 1-5455867 / 1-5450031
fax: 1-5455868 / 1-5450029
e-mail: tcilagos@yahoo.com
mail@tciafrica.com
after hours: 1-7764934 / 6-71454165 *mobile*

NIGERIA (+234) *continued*

Lagos

- (G) Africa Marine Services (Nigeria)
22 Kofo Abayomi Avenue
P.O. Box 2363
Apapa, Lagos
phone/fax: 1 587 2882 / 1 545 8709
e-mail: africamarine@aol.com
after hours: **Allen Hardcastle** 803 321 8030 *mobile*
T. Idulmulda 802 304 7328 *mobile*

Lagos

- (G) Pandiship (Nigeria) Limited
Juan Roel Moreno
13 Creek Road
PO Box 2662
Apapa, Lagos, Nigeria
phone: 1-5878262 / 1-5452598 / 1-5453033
fax: 1-5875957
e-mail: pandiship@multilinks.com
juan@pandishipwa.com
info@pandishipwa.com
website: www.pandiship.com
after hours: **Mobile** 1-7757191 (24 hrs.)
Juan Roel Moreno 1-2670798 *tel/fax* / 1-7754436 *mobile*

In case of communication difficulties contact:
Pandiship Limited, 2nd Floor, Clerks' Well House
20 Britton Street, London EC1M 5NQ
Mobile: 44 (0) 7766 206723 or 44 (0) 7767 664992

Port Harcourt, Nigeria *(see Lagos, Nigeria)*

Warri, Nigeria *(see Lagos, Nigeria)*

NORWAY (+47)

Oslo

- (L) Gram, Hambro & Garman
Rådhusgt 5B
0151 Oslo, Norway
phone: 22941420
fax: 22941440
e-mail: advokat@ghg.no
hpb@ghg.no
mg@ghg.no
after hours: **Hans P. Bjerke** 66981308 / 91759246 *mobile*
Morten Garman 22146838 / 92246848 *mobile*
Nicolai Klever 40867507 *mobile*

Stavanger, Norway *(see Oslo, Norway)*

OMAN (+968)

Muscat

- (G) Gulf Agency Company (Oman) L.L.C.
GAC Building, Dohat Al Adab Street
Al Khuwair
P.O. Box 740
Ruwi 112, Muscat, Oman
phone: 2448 1000
fax: 2448 2561
telex: (498) 5616
e-mail: claims.oman@gacworld.com
rajesh.moorjani@gacworld.com
dick.danielson@gacworld.com
website: www.gacworld.com
after hours: **Rajesh Moorjani** 24812697 / 99340352 *mobile*
Dick Danielson 24600563 / 99245405 *mobile*

OMAN (+968) *continued***Muttrah**

- (G) Towell Barwil Co. (LLC)
Suite 102, First Floor
Sultan Bldg., Al Iskan Street Ruwi
P.O. Box 61, Muttrah 114
Sultanate of Oman
phone: 24708376 / 24702519 or 24708274
fax: 24794367
telex: 3701 BARWIL ON
e-mail: barwil.muscat@barwil.com
website: www.barwil.com
after hours: **T. Al Ma'shari** 9310161 *mobile*
I. Peiris 24796391 / 9330273 *mobile*
C.M. Najeeb 24497618 / 99343857 *mobile*

PAKISTAN (+92)**Karachi**

- (G) Indemnis Marine (PVT) Ltd
24/1, First Floor
9th Street, Phase-5
Defense Housing Authority
Karachi-75500, Pakistan
phone: 21-5341042 / 7256 18240122
fax: 21-5341041
e-mail: indemnis@cyber.net.pk
indemnis@gmail.com
after hours: **Capt. Saiyid Hashim Mujtaba** 21-5841726 / 21-5846778 *fax* /
(0) 3008225446 *mobile*
M. Abdul Wadood 300-8235734 *mobile*

Karachi

- (G) James Finlay Limited
3rd Floor, Finlay House
I.I. Chundrigar Road
P.O. Box 4670
Karachi 74000, Pakistan
phone: 21-2418090-96 / 2442726 / 2444907 / 2400984

PAKISTAN (+92) *continued*

- fax:* 21-2418097 / 2417818
e-mail: pni@finlayskhi.com
pni@gerrys.net
shahrukh@finlayskhi.com
ivazeer@finlayskhi.com
zhpni@finlayskhi.com
after hours: **Capt. S.S. Abbas** 21-5894104 / 0303-7240317 *mobile*
Zia-ul-Hassan 21-5846701 / 0303-7240312 *mobile*
Irfan H.A. Vazeer 21-5899962 / 0303-7240311 *mobile*

PANAMA (+507)**Balboa**

- (G) C. Fernie & Co. S.A.
Marr Center
La Boca Road, Balboa
Ancon, Republic of Panama
mailing address: P.O. Box 0843-00191
Balboa, Republic of Panama
phone: 2119488
fax: 2119450
e-mail: ferniepi@psi.net.pa
after hours: **Jerry Boden**

Cristobal

- (G) C.B. Fenton & Company, S.A.
PO Box 0301-03411
Colon, Republic of Panama
phone: 4414177 or 4416644
fax: 4415078 or 4450433
telex: USA 0230-479403
e-mail: cbfenton@psi.net.pa
cb_fenton@cwp.net.pa
after hours: **A. Holmes** 6677-3178
N. Flowers 6677-3181
S. Aguilar 6677-3180
R. Sanchez 6677-3179

PANAMA (+507) *continued*

Cristobal

- (G) C. Fernie & Co. S.A.
1110 Columbus Avenue
Cristobal, Republic of Panama
mailing address: P.O. Box 0301-03506
Colon, Republic of Panama
phone: 433-8500
fax: 433-8528
telex: 8520 / 8814 / 9211 / 9212 FERNIE PG
e-mail: ferniepi@psi.net.pa
after hours: **Andr  Perret** 6617 3229

Panama

- (L) De Castro & Robles
P.O. Box 0816-01114
Panama, Republic of Panama
phone: 2636622
fax: 2636594 or 2232730
e-mail: mail@decastro-robles.com
lopez@decastro-robles.com
after hours: **Gabriel Sosa** 6614-0711 *mobile*
David Robles 2267779 / 6614-0714 *mobile*
Eduardo Real 6614-0713 *mobile*
Cesar Escobar 6614-0710 *mobile*
Alberto Lopez Tom 6614-0712 *mobile*

Panama

- (L) Morgan & Morgan
Swiss Tower, 16th Floor, 53rd E Street, Urbanizacion Marbella
PO Box 0832-00232, World Trade Center, Panama
Republic of Panama
phone: 265 7777
fax: 265 7700
e-mail: info@morimor.com
website: www.morimor.com/lawfirm
after hours: 507 263 8030 (24 hours)

PAPUA NEW GUINEA (+675)

Port Moresby

- (G) Brian White & Associates
1st Floor, Investwell Building
Off Cameron Road
Gordons Commercial Estate
Gordons
PO Box 698, Port Moresby
Papua New Guinea
phone: 311-2311
fax: 325-5007
e-mail: moresby@bwamarine.com
website: www.bwamarine.com
after hours: **Shirley Duma** 684 9357 / 687 6417 *mobile*

PARAGUAY (+595)

Asuncion

- (G) Sudatlantica S.A.
Benjamin Constant No. 593
Piso 10 - Oficina D
P.O. Box 1980
Asuncion, Paraguay
phone: 21-496528 or 491119
fax: 21-495159
e-mail: SUDASA1@MMAIL.COM.PY
after hours: **Amancio Bogado** 971-226184 *mobile*

PERU (+51)

Lima

- (G) Overseas Service Agency S.A.
Amador Merino Reyna 195
San Isidro, Lima, Peru
mailing address: P.O. Box 18-0258
Lima 18, Peru
phone: 1-4429090
fax: 1-4422673

PERU (+51) *continued*

e-mail: osa@osa.com.pe
slg@osa.com.pe
website: www.osa.com.pe
after hours: **Sylvia L. Grant** 1-2420126
Martin Grant 1-4467931
Main Mobile No. 1-99702897

Lima

(G) Interlog Servicios S.A.C.
Av. Guardia Civil 1025,
San Isidro
Lima 27-Perú
phone: 1 4752930 / 4752938 / 4752936
fax: 1 4752936
e-mail: interlog@interlog.com.pe
farcap@interlog.com.pe
cpaolic@interlog.com.pe
after hours: **Francisco Arca Patino** 3442812 / 97585105 *mobile*
Carla Paoli Consigliere 3580433 / 99757685 *mobile*

PHILIPPINES (+63)**Manila**

(G) Pandiman Philippines, Inc.
P.O. Box 1418
PVB Building
General Luna Corner
Sta Potenciana Street
Intramuros
Manila 1054, Republic of the Philippines
phone: 2-5277831, 5277840
fax: 2-5272171, 5272167
e-mail: pandiman@i-next.net
mis@pandiman.com
website: www.pandiman.com
after hours: **Capt. A.J. Malpass** 8875043 / 2-844-0618 *fax*
Cora Tabuena 917812-3395 *mobile*
Dax A. Vargas 917812-3393 *mobile*

PHILIPPINES (+63) *continued***Manila**

(L) Del Rosario & Del Rosario
15th Floor, Pacific Star Building
Makati Ave. corner Sen. Gil J. Puyat Avenue
1200 Makati City
Philippines
phone: 2-8101791
fax: 2-8171740
e-mail: mail@delrosariolaw.com
mail@delrosario-pandiphil.com
website: www.delrosariolaw.com
www.delrosario-pandiphil.com
after hours: **A.T. Del Rosario, Jr.** 2-5602101 / 917-532-4117 *mobile*
R.T. Del Rosario 2-8420865 / 917-897-9999 *mobile*
J.R. Rebano 2-822-2209 / 918-906-1262 *mobile*
V.G. Del Rosario 2-8420865 / 917-533-4983 *mobile*

POLAND (+48)**Gdansk**

(G) Morska Agencja Gdynia Limited
15, T. Wendy Str.
81-341 Gdynia, Poland
phone: 58-6201240 / 58-6204117
fax: 58-6210608
telex: 54301-6 mag pl
e-mail: j.legowski@mag.gdynia.pl
pandi@mag.gdynia.pl
website: www.mag.gdynia.pl
after hours: **Janusz Legowski** 58-6295501 / 605-207776 *mobile*
Krzysztof Kuchta 58-7810299 / 603-650494 *mobile*
Harbour Office Gdansk 58-3430921 24 hours / 58-3431542 *fax*
Harbour Office Gdynia 58-6203704

Gdynia Arca (see Gdansk, Poland)

POLAND (+48) *continued***Szczecin**

- (G) Sulnave Sp. z o.o.
Ul. Nowy Rynek 1/5
70-533 Szczecin, Poland
phone: 91-814-2203 or 814-2204
fax: 91-814-2205
e-mail: west@sulnave.com.pl
after hours: **Ewa Sztafiej** 91-434-3252 / 502-573513 *mobile*

PORTUGAL (+351)**Lisbon**

- (G) Pinto Basto Comercial Limitada
Avenida 24 de Julho, 1-D
Lisbon 1200, Portugal
phone: 21-323-0400
fax: 21-347-1231
e-mail: alexandre.pbasto@pintobasto.com
after hours: **Alexandre Pinto Basto** 21-323-0406 / 91-937-0543 *mobile*
Celeste Fonseca 21-323-0439

Madeira

- (G) Agencia de Navegacao, Blandy, Lda.
Avenida Zarco 2
P.O. Box 408
9006 Funchal Codex
Madeira, Portugal
phone: 91-200640 / 641 / 647
fax: 91-226403
telex: 72377 BBTOPS P
e-mail: shipping@blandy.com
h.ferreira@blandyshipping.com
d.almada@blandyshipping.com
after hours: **Joao Carlos Rodrigues** 291-224242 / 96-66271606 *mobile*
Hugo Ferreira 291-236713 / 96-6271610 *mobile*
Dimas Almada 291-223571 / 96-9459893 *mobile*

PUERTO RICO (+1) *(Not an International call from U.S.A.)***San Juan**

- (L) McConnell Valdés
P.O. Box 364225
San Juan, Puerto Rico 00936-4225
phone: 787-759-9292 (or 250-5608 F. Bruno direct)
fax: 787-759-9225
e-mail: mm@mcvpr.com
after hours: **Francisco G. Bruno** 787-783-3598 / 787-378-3556 *mobile*
Manuel Moreda-Toledo 787-731-2317
Richard Graffam 787-727-5813

San Juan

- (L) Jimenéz, Graffam & Lausell
P.O. Box 366104
San Juan, Puerto Rico 00936-6104
phone: 787-767-1030
fax: 787-751-4068
telex: 3252730
e-mail: manager@jgl.com
website: www.jgl.com
after hours: **William A. Graffam** 787-723-3380 / 787-384-3635
J. Ramón Rivera-Morales 787-790-7155
Manolo T. Rodriguez-Bird 787-755-6913
Edgardo Vega-Lopez 787-263-8864 / 787-430-4138
Jorge F. Blasini 787-644-1901

QATAR (+974)**Doha**

- (G) Gulf Agency Qatar (W.L.L.)
P.O.B. 6534
"C" Ring Road
Doha, Qatar
phone: 4315222
fax: 4314222 General
telex: 4327 ("GACDH")
cable: "CONFIDENCE" Doha

QATAR (+974) *continued*

e-mail: claims.qatar@gacworld.com
 inthikab.hashim@gacworld.com
 shanaka.fernando@gacworld.com
 shipping.doha@gacworld.com
 ravindu.rodriago@gacworld.com
 michael.sturesson@gacworld.com

after hours: **Inthikab Hashim** 5534278 *mobile*
Shanaka Fernando 5883493 *mobile*
Ravindu Rodrigo 5894197 *mobile*
Michael Sturesson 5503104 *mobile*

REUNION ISLAND (+262)

Port Reunion

(G) Indoceanic Services
 B.P. 186
 7, rue Ambroise Croizat
 97825 Le Port Cedex
 Port Reunion, Reunion Island

phone: 262-43-3333
fax: 420310 or 431515
telex: 0961916252 NOSHEX
e-mail: indoceanic@wanadoo.fr
 pandit@indoceanic.com
 dot@indoceanic.com

website: www.indoceanic.com
after hours: **Harold Jose Thomson** 448383 or 431515 / 448631 *fax* /
 852929 *mobile*
Dominique Joan Thomson 670330 *mobile*

ROMANIA (+40)

Bucharest

(G) Interservices S.A.
 Bulevardul Unirii nr. 17
 Bloc 4A, Scara 2, Etaj 5, Apt. 40
 Bucharest, Romania 040102

phone: 21-3367765 or 21-3369235
fax: 21-3360848 or 21-3364066
e-mail: office@mancas.ro
website: www.mancas.ro

after hours: **Luciana & Gabriel Mancas** 21-2531865
Luciana Mancas 722-230759 *mobile*
Gabriel Mancas 722-230758 *mobile*

Constantza

(G) Interservices S.A.
 Str. Revolutiei din 22 Decembrie 1989 No. 41
 Bloc SNC, Etaj 2, Ap. 31
 Constantza 900735, Romania

phone: 241-611644 / 616543 / 616507
fax: 241-611644 / 616507
e-mail: erga_sea@datanet.ro
website: www.mancas.ro

after hours: **Spiridon Timofte** 241-548180 / 744-625379 *mobile*
Gabriel Tudorache 241-559811 / 744-656604 *mobile*

All correspondence should be addressed to head office in Bucharest.

Constantza

(G) Kalimbassieris Maritime S.R.L.
 67, Zorelelor Street
 900553 Constantza, Romania

phone: 241-693750
fax: 241-693700
e-mail: constantza@kalimbassieris.com
website: www.kalimbassieris.com

after hours: **Antonios Kalmoukis** 40-723313620 *mobile*
Elena Turtoiu 40-723313621 *mobile*
Cristian Andrei 241657002 / 723313624 *mobile*
24 hour emergency service: +306-944541622 via Greece

RUSSIA (+7)

Kaliningrad

- (G) Pandi Services East
38 Ogareva Street
Kaliningrad 236010, Russia
phone: 112-916528 (24 hours)
fax: 112-916583 (24 hours)
telex: 262044 CLIP RU
e-mail: pandi@038.ru
julia@038.ru
after hours: **Capt. Sergey Balabanov** 9-022-379800 *mobile*
Julia Koudriavskaya 9-022-135064 *mobile*

Moscow

- (G) The Ingosstrakh Insurance Company Limited
Pyatnitskaya Street, 12
Moscow, GSP-8, 115998
Russia
phone: 95-2343607
fax: 95-956-7777 / 234-3611 / 959-4405 / 959-4518
telex: 411144 INGS RU
e-mail: asharov@ingos.ru
psivanov@ingos.ru
after hours: **Alexander Sharov** 902-130-5831 *mobile*
Pavel Ivanov 95-796-4483 *mobile*

Murmansk

- (G) Murmansk P&I Agency
Papanina St., 3/1, Office 56
183025 Murmansk, Russia
mailing address: PO Box 38
N-9915 Kirkenes, Norway
phone: 8152-400038
fax: 8152-400038
e-mail: murmansk_pandi@M51.ru
murmansk_pandi@com.mels.ru
after hours: **Alex Popov** 921-724-0402 *mobile*
Natalia Lisitsa 911-303-7493 *mobile*

RUSSIA (+7) continued

Nakhodka

- (G) S.H.A. Nakhodka Co., Ltd.
3, Portovaya Str.
Room 501, Business Center
Nakhodka, 692904 Russia
phone: 4236 679104
fax: 4236 692261
e-mail: SHA@nhk.infosys.ru
after hours: 4236-670848 *phone/fax*
Irina Zhgileva 914 7090661 *mobile*
Yuri Prib 914 7090619 *mobile*

Novorossiysk

- (G) Novorossiysk Marine Company Ltd.
10, Kommunisticheskaya Street, Novorossiysk 353900
Krasnodar region, Russia
phone: 8617 613356 / 613162 / 644777
fax: 8617 613356 / 613162 / 644777
e-mail: mcnostra@mail.kubtelecom.ru
website: <http://users.kubtelecom.ru/~mcnostra>
after hours: **Vladimir Kharkov** 8617-629673 *mobile*

St. Petersburg (and other N.W. Russian ports)

- (G) Falcon P&I Ltd.
Office 421, Mezhevoy kanal 5A
St. Petersburg, 198035 Russia
mailing address: P.O. Box 165
St. Petersburg 198035, Russia
phone/fax: 812-7149069 / 3296956
e-mail: falconpandi@mail.ru
after hours: **Igor Sokolov** 812-7516375 *phone/fax* / 911-2171518
or 812-9665921 *mobile* / 4477-11-423733 *out of Russia mobile*
Rostislav R. Shageev 812-9385559 / 812-1516375 *phone/fax*

RUSSIA (+7) *continued***Vladivostok**

- (G) Dalrosso (Insurance Joint Stock Co.)
Svetlanskaya Street 7
Vladivostok 690091 Russia
phone: 4232 261066
fax: 4232 229891
after hours: **Vadim Poyarkov** 318174

SAUDI ARABIA (+966)**Dammam**

- (G) Gulf Agency Company Saudi Arabia
P.O.Box 335
First St.
Algoasibi Bldg, Opposite Sheraton Hotel
Dammam 31411, Saudi Arabia
phone: 3-8328762-4 / 8323425-7 / 8323689
fax: 3-8323035 or 8344607
telex: 801069 ("GAC SJ")
cable: "CONFIDENCE", Damam
e-mail: dammam@gacworld.com
qasim.karori@gacworld.com
ahsan.khan@gacworld.com
website: www.gacworld.com
after hours: **Ahsan Khan** 3-8341158 / 5-5884451 *mobile*
Capt. Dan J. Hjalmarsson 3-8872276 / 5-5363410 *mobile*
Qasim Karori 3-8340675 / 5-5849997 *mobile*

Jeddah

- (G) Gulf Agency Co. Saudi Arabia
P.O. Box 2038
Jeddah 21451, Saudi Arabia
street address: Algoasibi Centre off Al-Andalus Street
Al Hamra
phone: 2-6535060 / 6534272
fax: 2-6510860
telex: (495) 601047 GASHIP SJ

SAUDI ARABIA (+966) *continued*

- cable:* GULFAGENCY, Jeddah
Ship-Shore traffic via Jeddah Radio/H2H
e-mail: tom.bjorklund@gacworld.com
jeddah@gacworld.com
website: www.gacworld.com
after hours: **Capt. Tom Bjorklund** 2-6624000 *phone/fax* / 5-05648284 *mobile*
Abdul Latif Khan 2-6526175 / 5-05365709 *mobile*
Ali Akbar Verayamani 2-6730523 / 5-05365708 *mobile*

SENEGAL (+221)**Dakar**

- (G) TCI Africa Dakar
5, Avenue Georges Pompidou
B.P. 2540
Dakar, Senegal
phone: 8491399
fax: 8235019
telex: 21715 TCIA.SG
e-mail: tciafrdk@sentoo.sn
after hours: **Ms. Laurence Germain** 8235016 / 6381174 or 6383246 *mobile*
Capt. Edouard Sarr 6375 941 *mobile*

In case of communication difficulties, please contact the Managers' Agents,
ELTVEDT & O'SULLIVAN

Senegal

- (G) Senegal P&I
27 Rue Tolbiac
Dakar, Senegal
phone: 8429093
fax: 8429093
e-mail: Dakar@africapandi.com
Senegalpandi@yahoo.fr
mobile: 510 83 51
after hours: **Guillame Bell** 510 8351
Boubacar Mane 630 1249

Communication difficulties: See Marseilles, E.T.I.C.

SEYCHELLES (+248)

Mahe

- (G) Hunt, Deltel & Co. Ltd.
Trinity House, Albert Street
PO Box 14, Victoria
Mahe, Republic of Seychelles
phone: 380300
fax: 225367
e-mail: hundel@seychelles.net
achetty@hundel.sc
ghoareau@hundel.sc
ehouareau@hundel.sc
pgrandcourt@hundel.sc
website: www.hundel.sc
after hours: **A.A. Chetty** 247701 / 521188 *mobile*
E.H. Houareau 241475 / 516239 *mobile*
J.P.R. GrandCourt 241037 / 515000 *mobile*

Sicily (*see Palermo, Italy*)

SIERRA LEONE (+232)

Freetown

- (G) Africa P&I Freetown / Flair International
10, Wallace-Johnson Street
Freetown, Sierra Leone, West Africa
phone: 22 27 26 67
fax: 22 22 68 92
e-mail: contact@africapandi.com
after hours: **Abu Bangura** 76 60 31 58 *mobile*
Communication difficulties: See Marseilles, E.T.I.C.

SINGAPORE (+65)

Singapore

- (G) Seaborne Agencies Pte. Ltd.
15 Beach Road #02-08
Beach Centre
Singapore 189677
phone: 63372122
fax: 63396988 or 63363576
e-mail: seaborne@singnet.com.sg
after hours: **Capt. Shanmugam** 64744407 / 96930931 *mobile*
H.K. Han 62891818 / 96711577 *mobile*
Richard Kong 62807879 / 96941181 *mobile*

Singapore

- (L) Rajah & Tann
4 Battery Road
#26-01 Bank of China Building
Singapore 049908
phone: 65353600
fax: 65361335
e-mail: steven.s.chong@rajahtann.com
andrew.s.ong@rajahtann.com
tean.lim@rajahtann.com
jainil.bhandari@rajahtann.com
kah.wah.leong@rajahtann.com
website: www.rajahtann.com
after hours: **Steven Chong** 4697839 / 4697309 *fax* / 96367361 *mobile*
Andrew Ong 62423033 / 98799000 *mobile*
Lim Tean 67558516 / 96617350 *mobile*
Jainil Bhandari 64831835 / 96817040 *mobile*
Leong Kah Wah 64793502 / 96717365 *mobile*

SLOVENIA (+386)

Koper

- (G) Samer & Co. Shipping Ltd.
 Ferrarska 30
 P.O. Box 20
 6000 Koper, Slovenia
phone: 5-610 6000
fax: 5-639 8264
telex: (598) 34024 celog.si
e-mail: samer.koper@samer.com
website: www.samer.com
after hours: **I.B. Strukelj** 5-6402138 / 41-70090 *mobile*
Matej Crgol 41-615118 *mobile*

Koper

- (G) IBC & Co. Ltd.
 Ferrarska Ulica 10
 PO Box 135
 Koper SL-6000
 Slovenia
phone: 5 639 8018
fax: 5 639 8017
e-mail: info@ibc.si / i.b.c.@siol.net / ales.sotlar@ibc.si
 egon.mihacic@ibc.si / bojan.bobera@ibc.si
website: www.ibc.si
after hours: **Ales Sotlar** 5 652 7132 / 41 418 854 *mobile*
Egon Mihacic 5 641 8642 / 41 643 926 *mobile*
Bojan Bobera 5 677 3594 / 31 643 926 *mobile*

SOMALIA (+252)

Mogadishu

- (G) Omer Ali Dualeh & Co.
 P.O. Box 126
 Mogadishu, Somalia
phone: 5944208
fax: 1-215635
telex: 3668 OAD
after hours: **Abdul Kadir O. Ali** 2-427016

SOMALIA (+252) continued

If encountering communication difficulties, please contact us below:
 P.O. Box 3050
 Jeddah 21471, Saudi Arabia
phone: +966-2-6984296
fax: +966-2-6196965
e-mail: omaarco2@yahoo.com
after hours: **Omer Ali Dualeh** +966-2-6729778 / 50-335-0639 *mobile*

SOUTH AFRICA (+27)

Cape Town

- (G) P&I Associates (Pty) Ltd.
 Suite 1910 Main Tower
 Standard Bank Centre
 Heerengracht
 P.O. Box 1270
 Cape Town 8000, South Africa
phone: 21-4254924
fax: 21-4211423
telex: 521320
e-mail: pict@ct.pandi.co.za
 mappj@ct.pandi.co.za
website: www.pandi.co.za
after hours: **J.D. Mapp** 21-9758130 / 83-2556994 *mobile*

Cape Town

- (L) Shepstone & Wylie
 18th Floor, 2 Long Street
 Cape Town 8001, South Africa
phone: 21-4196495
fax: 21-4181974
e-mail: swart@wylie.co.za / mackenzie@wylie.co.za
 greiner@wylie.co.za / surjan@wylie.co.za
website: www.wylie.co.za
after hours: **Johan Swart** 21-9764268 / 82-3333555 *mobile*
James Mackenzie 82-4604708 *mobile*
Edmund Greiner 82-3333359 *mobile*
Melita Surjan 83-2895430 *mobile*

SOUTH AFRICA (+27) continued

Durban

- (G) P&I Associates (Pty) Ltd.
Rennie House - 9th Floor
41 Victoria Embankment
P.O. Box 3814
Durban 4001, South Africa
phone: 31-3685050
fax: 31-3324455
telex: 620964 SA
e-mail: pidurban@pandi.co.za
website: www.pandi.co.za
after hours: **24 Hours** 83-2503398
A. Reid 31-4662139

Durban

- (L) Shepstone & Wylie
P.O. Box 205
Durban 4000, South Africa
phone: 31-3020111
fax: 31-3042862
telex: 6-20342
e-mail: dwyer@wylie.co.za
reddy@wylie.co.za
qvdm@wylie.co.za
prinsloo@wylie.co.za
govendera@wylie.co.za
website: www.wylie.co.za
after hours: **Shane Dwyer** 31-7013997 / 82-4437653 *mobile* / 31-7092752 *fax*
Krish Reddy 31-4039018 / 82-4437654 *mobile*
Quintus Van Der Merwe 31-4672140 / 82-4665062 *mobile*
Pré Prinsloo 31-5613738 / 82-4538819 *mobile*
Anisa Govender 31-2023944 / 82-4665012 *mobile*
Weekend Duty Mobile 82-5522079

SOUTH AFRICA (+27) continued

East London

- (G) Drake Flemmer & Orsmond Inc.
Tewkesbury House
22 St. James Road
Southernwood
P.O. Box 44
East London 5200, South Africa
phone: 43-7224210
fax: 43-7228201
e-mail: riana@drakefo.co.za
richard@drakefo.co.za
after hours: **T. Mathie** 43-7267325 / 83-6598693 *mobile*
RK Jardine 43-7224210 / 82-4960485 *mobile*

Port Elizabeth

- (L) Anthony A. Gingell
Attorney, Notary Public
Suite 132, Greenacres Village
Ascot Road, Greenacres
Port Elizabeth 6045, South Africa
phone/fax: 41-3732847 (24 hrs.)
41-5856620

Richards Bay

- (G) P&I Associates (Pty) Ltd.
P.O. Box 1478
Richards Bay, South Africa
phone: 35-797-9040-1
fax: 35-797-9042
e-mail: pirbay@pandi.co.za
website: www.pandi.co.za
after hours: **D.C. Wood** 83-441-5686

Saldanha Bay (see Cape Town)

SPAIN (+34)

Algeciras, Spain *(see Cadiz, Spain)*

Barcelona

- (G) Pandi Claims Services Spain S.L.
C/ Casanova 2, 6th Fl.
08011 Barcelona, Spain
phone: 93-2309310
93-2309312 (R. Velasco)
93-2309313 (A. Santos)
93-2309314 (J. McKinnell)
fax: 93-2309311
e-mail: pandi@pandispain.com
rvelasco@pandispain.com
jmckinnell@pandispain.com
asantos@pandispain.com
after hours: **R. Velasco** 609683858 *mobile*
James McKinnell 651809839 *mobile*
A. Santos 651809843 *mobile*

Bilbao

- (G) Sucesor De J. Innes
Barroeta Aldamar 3
Bilbao 48001
Spain
phone: 94 423 0161 / 94 423 7468
fax: 94 423 5263
e-mail: innes@euskalnet.net

Cadiz

- (G) G&J MacPherson S.L.
Fermin Salvochea, 4
11004 Cadiz, Spain
phone: 956-808023 / 214006
fax: 956-212656
e-mail: macpherson@retemail.es
after hours: **J. MacPherson** 956-873508 / 659750184 *mobile*
Federico Ferrer 607636569

SPAIN (+34) *continued*

Cartagena

- (G) Pandi Claims Services Spain S.L.
Muralla del Mar 8-1a
30202 Cartagena, Spain
phone: 968-507000
fax: 968-508969
e-mail: cartagena@pandispain.com
after hours: **Patricia Siljestrom** 609-081408 *mobile*
Diego Calderon 639-979407 *mobile*
Jose Barceló 9609-892280 *mobile*

Gijon

- (G) Casimiro Velasco SA
CI. Alvarez Garaya 13, 1-d
33206 Gijon, Spain
phone: 985354643
fax: 985355310
e-mail: general@casimirovelasco.com
after hours: **Casimiro Gonzalez Ayesta** 985342557 / 600-593834 *mobile*

La Coruña

- (G) Pandi Claims Services Spain, S.L.
San Andrés 139 1ºIzq
15003 A Coruña, Spain
phone: 981216165
fax: 981208108
e-mail: acoruna@pandispain.com
after hours: **Capt. Aniceto Cabado** 981913573 / 670882454 *mobile*
Rosana Velasco 609 683858 / 661819943 *mobile*

Madrid

- (G) Comisariado Español Marítimo, S.A.
Pintor Juan Gris, 4
28020 Madrid, Spain
phone: 91-5561900 / 626-491491 *mobile*
fax: 91-5567138 / 5565966 or 5974776

SPAIN (+34) *continued*

e-mail: info@comismar.es
website: www.comismar.es
after hours: **Emergency** 626-491491

Madrid

- (L) Fernando Scornik Gerstein
 Avda. Alberto Alcocer, 78-dcha
 28036 Madrid, Spain
phone: 91-3507262
fax: 91-3507306
e-mail: madrid@scornik-gerstein.com
website: www.scornik-gerstein.com
after hours: 609-512224

Malaga

- (G) Thomas Wilson SL
 Vendeja 6
 PO Box 135
 29080 Malaga, Spain
phone: 952212195 / 952214272
fax: 952210158
e-mail: admin@thwilson.com
after hours: **T.M.R. Tuite** 670624193
P.A. Tuite 661250163

Seville

- (G) Tablada Pandi Services S.L.
 Avda. Reina Mercedes, 19 C
 41012 Seville
phone: 954 24 12 12
fax: 954 24 12 13
e-mail: jsoriano@futurnet.es
after hours: **Jerónimo Soriano** 955 72 68 55 / 607 20 99 97 *mobile*
Maite Gómez 666 40 33 83 / 649 09 43 52
Miguel A. García 666 40 33 84

SPAIN (+34) *continued***Valencia**

- (G) Pandi Claims Services Spain, S.L.
 Plaza Armada Española 2,
 bajos, 46011 Valencia
phone: 963-164414
fax: 963-675879
e-mail: valencia@pandispain.com
 jginer@pandispain.com
after hours: **Joan Giner** 605-855579 *mobile*

SRI LANKA (+94)**Colombo**

- (G) GAC Shipping Limited
 284, Vauxhall Street
 Colombo 2, Sri Lanka
mailing address: P.O. Box 1116
 Colombo, Sri Lanka
phone: 114 797900-5 / 112 332372 / 112 332374 / 114 797907
fax: 114 797910 / 112 332349
telex: 23418 GACSHP CE
e-mail: general@gaccmb.eureka.lk
 pandi@gaccmb.eureka.lk
website: www.gacsrilanka.com
after hours: **Walter Rodrigo** 114 306540 / 777 718001 *mobile* /
 walter@gaccmb.eureka.lk
Capt. Thusith Perera 112 810662 / 777 718002 *mobile*
Granville Fernando 112 239334 / 777 776538 *mobile*
Pradeep Soysa 112 297715 / 777 557100 *mobile*

SUDAN (+249)**Port Sudan**

- (G) Mutual Marine Services & Transportation Al Mushtaraka Ltd.
 Bohein Building
 P.O. Box No. 1022
 Port Sudan, Sudan
phone: 311-827656/654
fax: 311-827660

SUDAN (+249) *continued*

telex: 22976 MMSC SD
e-mail: claims.sudan@mushtaraka.com
 osman.badawi@mushtaraka.com
 amir.hassan@mushtaraka.com
after hours: **Osman Badawi** 311-841783 / 912-334920 *mobile*
Amir Hassan Ahmed 311-857162 / 912-518463 *mobile*

Port Sudan

(G) Gezira Trade & Services Co. Ltd.
 P.O. Box No. 17
 Port Sudan, Sudan
phone: 311-8-24537 / 8-22101 / 8-25109 / 8-22110
fax: 311-8-22029
e-mail: gtsportsudan@hotmail.com
after hours: **Abbas Elfadil** 311-54007 / 012310464 *mobile*
Osman Abdel Azim 012341257 *mobile*
Abdo Ali Fagiri 311-39233 / 012341605 *mobile*

SURINAME (+597)**Paramaribo**

(G) Independent Maritime Bureau
 (Suriname) N.V.
 Dominestraat 34
 P.O. Box 2924
 Paramaribo, Suriname
phone: 473512
fax: 472473
e-mail: hbromet@sr.net
after hours: **Hugo G. Bromet** 427228 / 8806518 *mobile*

SWEDEN (+46)**Gothenburg**

(G) Sveriges Angfartygs Assurans Forening
 Gullbergs Strandgata 6
 P.O. Box 171
 SE-401 22 Gothenburg, Sweden
phone: 31-638400
fax: 31-156711
telex: 2504 SWCLUB
e-mail: swedish.club@swedishclub.com
after hours: **24 hour emergency** 31-151328

Stockholm, Sweden *(see Gothenburg, Sweden)***SYRIA (+963)****Lattakia**

(L) John Habeishy Law Firm
 Onji Building, 8 Azar Street
 P.O. Box 132
 Lattakia, Syria
phone: 41-461333 / 2470080
fax: 41-461332 / 2470088
cable: JOHAB
e-mail: habeishylawfirm@net.sy
 info@habeishylawfirm.com
website: www.habeishylawfirm.com
after hours: **John Habeishy** 41 472666 / 93412555 *mobile*
Nagib Habeishy 94656644 *mobile*
Hala Habeishy 94674644 *mobile*

Tartous

(G) Elias Marine Consultants Ltd.
 Yehia & Shaar Building – 3rd Floor
 Al Thawra Street
 Tartous, Syria
phone: 43 217 134
fax: 43 217 135
e-mail: emco.sy@eliasmarine.com
 r.karam@eliasmarine.com

SYRIA (+963) *continued*

after hours: **Riad Karam** 93 222 537 & 99 450 048 *mobile*
Anna Naddour 93 697 550 *mobile*
Emergency Tel: 25 822 866 (24 hours)

TAHITI (+689)**Papeete**

(G) Agence Maritime de Fare Ute
 BP 9100
 Papeete, Tahiti
 French Polynesia
phone: 425561
fax: 428608
e-mail: general@amfu.pf / ljacques@amfu.pf
after hours: **Laurent Jacques** 431257

TAIWAN (+886)**Kaohsiung**

(G) Taiwan Maritime Services Limited
 4F, 533, Chung Shan 2nd Road
 Kaohsiung, Taiwan
phone: 7-2823511
fax: 7-2413326
e-mail: cmskao@ms3.hinet.net
 george.chen@surveycms.com.tw
 burdon.li@surveycms.com.tw
after hours: **S.Y. Chen** 7-5212045 / 912-115515
P.S. Li 7-3918974 / 930-094980 *mobile*
M.Y. Tsai 7-8215205 / 930-094697 *mobile*

Keelung

(G) Taiwan Maritime Services Limited
 6F2. No.3, Hsiao 4 Road
 Keelung, Taiwan
phone: 2-24223265
fax: 2-24287965

TAIWAN (+886) *continued*

e-mail: james.lee@surveycms.com.tw
 sn.chang@surveycms.com.tw
after hours: **Capt. I.L. Lee** 2-23964326 / 930-094675 *mobile*
S.N. Chang 2-24261226 / 930-094687 *mobile*

Taichung

(G) Taiwan Maritime Services Limited
 10F-6, 337, Syh Wei Central Road
 Wu Chi
 Taichung County, Taiwan
phone: 426564002
fax: 426564069
e-mail: phu.huang@surveycms.com.tw
 kennith.chi@surveycms.com.tw
after hours: **Capt. M.C. Huang** 422857091 / 930-094692 *mobile*
J.C. Chi 423585970 / 936-042622 *mobile*

Taipei

(G) Taiwan Maritime Services Ltd.
 8th Floor, No. 36-9
 Fu Hsing South Road
 Section 1
 Taipei, Taiwan (104)
phone: 2-27412968
fax: 2-27401098
telex: (769) 19375 Chimasur
e-mail: nina.hsu@panditms.com.tw
 allen.sun@panditms.com.tw
 josephine.liu@panditms.com.tw
 john.chou@panditms.com.tw
after hours: **Allen Sun** 2-25338915 / 2-25338917 *fax* / 933-169436 *mobile*
Josephine Liu 2-28954063 / 932-206259 *mobile*
H.W. Chou 2-87879241 / 2-27684609 *fax* / 930-094993 *mobile*
Nina Hsu 2-22051694 / 960-071248 *mobile*

TANZANIA (+255)

Dar-Es-Salaam

- (G) Robmarine P&I Services Limited
291 A, Magore Street
Upanga
Dar-Es-Salaam, Tanzania
phone: 22-2152112 / 2151182
fax: 22-2152112 / 2150446
telex: 0989DICOR TZ 0989 41332 WOL TZ
e-mail: alan@intafrika.com
michael@robmarine.com (London office)
website: www.robmarine.com
after hours: **Alan Sutton** 744304776 *mobile*
Joseph Mgaya 744279638 *mobile*
Emmanuel Thomas 744317932 *mobile*
Martin Mshanga 744304783 *mobile*
Michael Robertson (London Office) +44-1444-876940 /
+44-1444-876941 *fax*

THAILAND (+66)

Bangkok

- (G) Thai P&I Services Ltd.
26/49 Orakarn Building, 14th Floor
Soi Chidlom, Ploenchit Road
Lumpinee, Pathumwan
Bangkok 10330, Thailand
phone: 2 255 7227/8/9
fax: 2 655 5291/3
e-mail: tpni@tpni.co.th
website: www.tpni.co.th
after hours: **Frank Teeuwen** 2 391 7738 / 1 827 3496 *mobile* /
frank@tpni.co.th *e-mail*
Chanida Sripen 2 336 0224 #3026 / 1 868 4348 *mobile* /
chanida@tpni.co.th *e-mail*

THAILAND (+66) continued

Bangkok

- (G) Transport and Claim Consultants Co., Ltd.
175-177 Bangkok Union Insurance Building
4th Floor, Unit 2, Surawongse Road
Suriyawongse, Bangrak
Bangkok 10500, Thailand
phone: 2-6348806-9
fax: 2-6348805
e-mail: tccwk@loxinfo.co.th
after hours: **K. Wichien** 1-6374447 *mobile*
S. Vivit 2-9244092#0 / 1-8443610 *mobile*

Bangkok

- (G) Wallem Shipping (Thailand) Ltd.
1802 Vorawat Building
849 Silom Road, Bangrak
Bangkok 10500, Thailand
phone: 2237 7830
fax: 2236 1999
e-mail: walbkk@wallem.co.th
after hours: **Mr. Suwat T.** 1422 1891 *mobile*

TOGO (+228)

Lome

- (G) Africa P&I Lomé
ATIC
Concession OTAM, Zone Portuaire, Port de pêche
BP 9224 Lomé-Port
Togo
phone: 2719455
fax: 2719455
e-mail: lome@africapandi.com
africapanditogo@ids.tg
after hours: **Koudjoferey Koumevi** 903 4041 *mobile*
Emmanuel Nadjo 936 4415 *mobile*

Communication difficulties: See Marseilles, E.T.I.C.

TONGA (+676)

Nukualofa

- (G) Dateline Shipping & Travel Ltd.
Cnr. Fatafehi & Wellington Roads
P.O. Box 2867
Nukualofa, Tonga
phone: 24500
fax: 23993
e-mail: shipping@dateline.to
after hours: **Ross Chapman** 24279 or 22067

TRINIDAD (+1) *(Not an International call from U.S.A.)*

Port of Spain

- (G) Gulf Shipping Limited
Lloyd Voisin Building
12 Charles Street
P.O. Box 8
Port of Spain, Trinidad, W.I.
phone: 868-623-4121/3
fax: 868-623-4124
telex: 22522 GULFSHP WG
cable: GULFSHIP/TRINIDAD
e-mail: gulfship@tstt.net.tt
after hours: **Tessa De Souza** 868-633-6735
Sonja Voisin-Tom 868-632-3512 / 868-620-4301 *mobile*
Jonathan Mohammed 868-686-7786 *mobile*
Clyde Lalite 868-667-4967 / 868-678-2875 *mobile*

TUNISIA (+216)

Bizerte

- (G) TIPIC (Tunisian International P&I Correspondent)
Bizerte Center
Quai Tarak Ibn Ziad
Bizerte 7018
phone: 72 432638 / 648
fax: 72 433599

TUNISIA (+216) *continued*

- telex:* 21044
e-mail: makram.mejri@tipic.com.tn
dg.tipic@planet.tn
after hours: **Makram Mejri** 72 535151 / 98 346743 *mobile*
Jalel Abdennebi 71 766878 / 98 321571 *mobile*

Gabes

- (G) TIPIC (Tunisian International P&I Correspondent)
Gabes Center BP 49
Gabes 6000
phone: 75 270115 / 470
fax: 75 270504
telex: 51942
e-mail: tipic.sfax@planet.tn
dg.tipic@planet.tn
after hours: **Jalel Messaoud** 74 226962 / 98 337491 *mobile*
Jalel Abdennebi 71 766878 / 98 321571 *mobile*

Sfax

- (G) TIPIC (Tunisian International P&I Correspondent)
Immeuble Marhaba Centre Intersection
Rue Tahar Sfar Et Aboulkacem
Chebbi
phone: 74 298734 / 221400
fax: 74 221400
telex: 40805
e-mail: tipic.sfax@planet.tn
dg.tipic@planet.tn
after hours: **Jalel Messaoud** 74 200745 / 98 337491 *mobile*
Jalel Abdennebi 71 766878 / 98 321571 *mobile*

Skhira *(see Sfax, Tunisia)*

TUNISIA (+216) *continued***Sousse**

- (G) TIPIC (Tunisian International P&I Correspondent)
Place de Lindependance BP 109
Sousse 4000
phone: 73 219022 / 224012
fax: 73 219022
e-mail: pandi.sousse@planet.tn
dg.tipic@planet.tn
after hours: **Jalel Abdennebi** 71-766878 / 98-321571 *mobile*
A. Ghachem 98-542307 *mobile*

Tunis

- (G) TIPIC (Tunisian International P&I Correspondent)
Immeuble Luxor II - (2eme etage)
Rue 8300 Montplaisir
PO Box 5
1002 Tunis, Tunisia
phone: 71-950-641 / 741 / 721 / 589 / 599
fax: 71-950650
telex: 18621 TIPIC
e-mail: dg.tipic@planet.tn
kamel.chalghaf@planet.com.tn
website: www.tipic.com.tn
after hours: **Jalel Abdennebi** 71-766878 / 98-321571
Mehdi Dahen 71-494997 / 98-675717 *mobile*
Raouf Kochbati 98-346742 *mobile*
Kamel Chalghaf 98-321572 *mobile*
Khaled Gmati 98-346749 *mobile*

Zarzis (*see Sfax, Tunisia*)**TURKEY (+90)****Iskenderun**

- (G) Omur Marine Ltd.
Ataturk Bulvari
Cereb Han, Kat: 5, No. 20
31200 Iskenderun, Turkey
phone: 326-617-7635 / 613-8475
fax: 326-613-9737
telex: 0607 68066 AKD TR
e-mail: k.dogan@omurmarineltd.com
after hours: **Kadir Dogan** 326-641-6488 / 641-6489 / 532-311-9163 *mobile*

Iskenderun

- (G) Vitsan Mümessillik Ve Ticaret A.S.
Bahcelievler, Ataturk Bulvari
Burak Apt. No. 20 Kat 2
Iskenderun, Turkey 31200
phone: 326-614-0731
fax: 326-617-9439
cable: VITSAN ISKENDERUN
after hours: **Mehmet Sen** 326-615-4472 / 542-2560408 *mobile*
Cevdet Günaltüzün 324-359-2165 / 532-2559603 *mobile*

Istanbul

- (G) Omur Marine Ltd. (Head Office)
Kilicalı Pasa Mahallesi. Sımsırcı Sokak
Gorkem Is Merkezi No: 10 K:2
34433 Cihangir, Istanbul, Turkey
phone: 212-249-7378
fax: 212-249-5735 / 251-0547
e-mail: omurmarineltd@omurmarineltd.com
m.dalyan@omurmarineltd.com
a.canbozkurt@omurmarineltd.com
b.berrak@omurmarineltd.com
d.gurel@omurmarineltd.com
after hours: **Ahmet Can Bozkurt** 285-8994 *mobile*
Deren Gurel 397-5475 *mobile*
Murat Dalyan 532-251-2148 *mobile*
Burcu Berrak 533-583-0119 *mobile*

TURKEY (+90) *continued***Istanbul**

- (G) Vitsan Mümessillik Ve Ticaret A.S.
Bilezik Sokak No. 2
34427 Findikli
Istanbul, Turkey
mailing address: P.O. Box 689
Sisli, 34360 Istanbul, Turkey
phone: 212-252-0600
fax: 212-249-4434
telex: 25504 or 24749 VTSN TR
e-mail: vitsan@vitsan.com.tr / selim@vitsan.com.tr
mahmut@vitsan.com.tr / namik@vitsan.com.tr
isik@vitsan.com.tr / suel@vitsan.com.tr
ferruh@vitsan.com.tr
website: www.vitsan.com.tr
after hours: **Selim Bilgisin** 212-239-9652 or 216-332-0069 /
532-211-1248 *mobile*
M. Omag 216-324-9744 or 216-317-1213 / 532-246-3182 *mobile*
N. Akyondem 347-5273 / 533-317-6445 *mobile*
I. Goktan 212-266-5442 / 533-236-2380 *mobile*
Capt. S Basol 216-349-3284 / 532-263-8272 *mobile*
Ferruh Serbest 212 573-0495 / 532-284-1879 *mobile*

Istanbul

- (L) Ulgener Law Office
Denizciler Is Merkezi, A Blok
Fahrettin Kerim Gokay Cd
Altunizade, 81190 Istanbul, Turkey
phone: 216-474-1555
fax: 216-474-1516
e-mail: drmfu@superonline.com / info@ulgener.com
fehmi@ulgener.com / atiye@ulgener.com
hakan@ulgener.com
website: www.ulgener.com
after hours: **Dr. M. Fehmi Ulgener** 216-355-5706 / 532-211-1924 *mobile*
Atiye Istanbulu 216-385-3913 / 532-316-6442 *mobile*
Hakan Duzcu 212-529-9282 / 533-653-7962 *mobile*

TURKEY (+90) *continued***Istanbul**

- (L) Yamaner & Yamaner
Cumhuriyet Caddesi Gezi Apartmant No: 19
Kat: 5 D: 9 - 10
Taksim 34437 Istanbul, Turkey
phone: 212-238 10 65
fax: 212-238 08 10
e-mail: info@yamaner.av.tr
savaşinandioglu@yamaner.av.tr
website: www.yamaner.av.tr
after hours: **Nilgun Yamaner** 532-2158867 *mobile*
Ahmet Berker 532-2751444 *mobile*

Izmir

- (G) Omur Marine Ltd.
1441 Sokak No:1
Daire 402 Nimet Han
Alsancak, 35220 Izmir, Turkey
phone: 232-463-3169
fax: 232-463-2047
e-mail: omurmarineltd@omurmarineltd.com
h.ozorten@omurmarineltd.com
after hours: **Haluk Ozorten** 3725322 / 532-613-8537 *mobile*
Isa Kurtulus 369-8992
Nurten Saruhan 369-5568

Izmir

- (G) Vitsan Mumessillik Ve Ticaret A.S.
Sehit Fethi Bey Cad. 1328 Sokak
Borsa Is Merkezi No.1 Kat: 6
35210 Izmir, Turkey
phone: 232-483-1810 / 232 483-1205
fax: 232-484-0314
telex: 53746 VITIZ TR
e-mail: vitizmir@superonline.com
after hours: **Suleyman Turkmen** 232-373-9723 / 532-446-0001 *mobile*
Mehmet Tumer 232-616-5449 / 532-282-3270

UKRAINE (+380)

Mariupol

- (G) Azovlloyd Pandi Services Ltd.
18 Lunin Avenue, Block 5
87510 Mariupol, Ukraine
phone: 680-380629 / 527004 / 413025
fax: 680-380629 / 527009
e-mail: aps@mar.com.ua
Nykytyuk@mar.com.ua
filatov@mar.com.ua
after hours: **Alexander Nikityuk** 310182 / 067-6211006 *mobile*
Igor Filatov 532165 / 0629-535943 *mobile*

Mariupol

- (G) C.I.S. PANDI Services
58 Prospect Nakhimova, Apt. 7
87517 Mariupol, Ukraine
phone: 629-373649 / 413364
fax: 629-373649 / 413364
e-mail: eurogal@mariupol.dn.ua
after hours: **Sergey Khadzhivskiy** 32-86453
Capt. Victor Ponyatovsky 487-331498

Nikolayev

- (G) Dias Nikolayev
49/1 Generala Karpenko Street
Nikolayev, Ukraine 327038
phone/fax: 512-348255 (24 hours)
e-mail: nedyukha@dias-co.com
after hours: **Vladislav Sandul** 67-5101112 *mobile*

Odessa

- (G) Dias Co. Ltd.
1, Bazarnaya Str.
65014 Odessa, Ukraine
phone: 482-377696 / 346124 / 323582 / 323564
fax: 482-373873
e-mail: company@dias-co.com

UKRAINE (+380) continued

- website:* www.dias-co.com
after hours: **I. Cherezov** 67-4803434 *mobile* / 482-345095 *int'l & w/in ukraine*
D. Gololobov 67-4804899 *mobile* / 487-772079
Elena Trofanyuk 482-373419 / 67-4838231 *mobile*

Odessa

- (G) Legat Co. Ltd.
11, Ljvovskaya Str.
65016 Odessa 16, Ukraine
phone: 482-471550 / 482-447134 or 482-604025
fax: 482-471550 / 482-374024 (24 hours) / 482-447134
e-mail: legat@odessa.net
website: www.legat.odessa.ua
after hours: **Vladimir Krivoy** 482-232381 / 50-336-7811 *mobile*
Yury Kotliar 482-441403 / 50-3364944 *mobile*
Sergey Krivoy 482-371485 / 50-3954667 *mobile*

UNITED ARAB EMIRATES (+971)

Abu Dhabi

- (G) National Shipping Gulf Agency Co. (Abu Dhabi) Ltd.
Plot 211, Freeport
Mina Zayed
P.O. Box 377
Abu Dhabi, United Arab Emirates
phone: 2-6730500
fax: 2-6731328
telex: 22248 GACAU HEM
e-mail: nsgac@emirates.net.ae
das.gopal@gacworld.com
www.gacworld.com
after hours: **Johannes Ericson** 2-6774383 / 50-6688169 *mobile*
Ronald Lichtenecker 2-443-2455 / 50-6144950 *mobile*
Das Gopal 50-6149687 *mobile*

UNITED ARAB EMIRATES (+971) *continued*

Dubai

- (G) Gulf Agency Company (Dubai) L.L.C.
Dubai Drydocks Estate
Al-Adhid Road
Dubai, United Arab Emirates
mailing address: P.O.B. 2404
Dubai, United Arab Emirates
phone: 4-345-7555 (24 hours) / 345-7725
fax: 4-345-8691 / 345-7202
telex: 45448 / 45809 "GACDB EM"
cable: "CONFIDENCE", Dubai
e-mail: claims.dubai@gacworld.com
website: www.gacworld.com
after hours: **T.N. Raman** *phone/fax* 4-397-3588 / 50-455-4369 *mobile*
Adam Greaves 4-348-5203 / 4-348-0721 *fax* / 50-625-3944 *mobile*
Meena Mathews 4-263-6680 / 4-263-6876 *fax* /
50-653-5762 *mobile*

Dubai

- (G) Inchcape Shipping Services
PO Box 33166
Dubai, United Arab Emirates
phone: 43038593 / 3038591 / 3038590
fax: 43345176 / 43346976
e-mail: pandi.dubai@iss-shipping.com
davimart@yahoo.co.uk
ivorlaw@hotmail.com
harkar97@emirates.net.ae (home)
telex: 45425INCHEM
after hours: **Harry Karanassos** 4-3988757 / 50-6453894 *mobile*
KA Gopalakrishnan 4-2615666 / 50-4518537 *mobile*
David Arnold 4-3214451 / 50-4579493 *mobile*
Captain Ivor Law 4-3960786 / 506557381 *mobile*

UNITED KINGDOM (+44)

London

- (G) Shipowners Claims Bureau (UK) Ltd.
London Liaison Office
3rd Floor, Latham House
16 Minories
London EC3N 1AX, United Kingdom
phone: 20-7709-1390
fax: 20-7709-1350 / 1399
website: www.american-club.com

(See details set out in front of book, pages 1-8 for after hours details)

Belfast

- (G) John Burke & Co. Ltd.
141-149 York Street
Belfast, BT15 1AB Northern Ireland
phone: 28-90-322841
fax: 28-90-323395
telex: 74501 BURKBE G
cable: BURKE BELFAST
e-mail: shipping@burkebelfast.com
website: www.burkebelfast.co.uk
after hours: **Jim Alexander** 28-92-670605 / 7860-841791 *mobile*
Sean McCready 28-90-21759904 / 7831-305846 *mobile*

Edinburgh

- (L) Beveridge & Kellas W.S.
52 Leith Walk, Leith
Edinburgh, EH6 5HW Scotland
phone: 131-5546321
fax: 131-5535319
e-mail: mail@beveridgekellas.com
after hours: **Graeme Lindsay Duncan** 131-3462329 / 0788-1506858 *mobile*
George Alexander Way 131-5572757 / 0777-4677899 *mobile*

UNITED KINGDOM (+44) *continued*

Glasgow

- (L) Maclay, Murray & Spens
151 St. Vincent Street
Glasgow, G25NJ Scotland
phone: 141-2485011
fax: 141-2485819 or 2212968
e-mail: rafe@maclaymurrayspens.co.uk
after hours: **Richard Clark** 141-6493153
Gill Grassie 131-3433348

Sunderland

- (G) Marine Response Ltd
Suite 27, Innovator House
Business & Innovation Centre
Wearfield, Sunderland SR5 2TP, Northern UK
phone: 191-5166007 or 5166077
fax: 191-5166229
e-mail: patmb@clara.co.uk
graham@safecall.co.uk
website: www.crewclaims.com
after hours: **Patrick Bond** 1896-822663 / *mobile* 7889-654576
Graham Long 191-5192141 / *mobile* 797-3264856

Swansea

- (G) OBC Shipping Limited
Marine Terminal
Queen's Dock
Swansea SA1 8QR Wales
phone: 1792-650021
fax: 1792-458211
telex: 51-48133 OBCBURG
after hours: **D.G. James** 1639-791874
D. Runciman 1639-632937

UNITED STATES (+1)

Anchorage, Alaska

- (L) Keesal, Young & Logan
1029 W. Third Avenue, 6th Floor
Anchorage, Alaska 99501-1917
phone: 907-279-9696 (24 hours)
fax: 907-279-4239
e-mail: bert.ray@kyl.com
doug.davis@kyl.com
after hours: **Bert Ray** 907-272-2543 / 907-229-4217 *mobile*
Doug Davis 907-346-3579 / 907-229-4218 *mobile*

Baltimore, Maryland

- (L) Ober, Kaler, Grimes & Shriver, P.C.
120 East Baltimore Street
Baltimore, Maryland 21202-1643
phone: 410-685-1120 (24 hours)
fax: 410-547-0699
telex: 87774
e-mail: admiralty@ober.com
after hours: **M. Hamilton Whitman, Jr.** 410-243-7334 / 410-370-0680 *mobile*
Geoffrey S. Tobias 410-337-0322 / 410-215-5203 *mobile*
Robert B. Hopkins 410-464-1065 / 443-562-2390 *mobile*

Baltimore, Maryland

- (L) Niles, Barton & Wilmer LLP
111 South Calvert Street, Suite 1400
Baltimore, Maryland 21202-6185
phone: 410-783-6300
fax: 410-783-6363 or 783-6410
telex: 87469 NILESLAW
after hours: **Robert P. O'Brien** 410-377-6340
Steven E. Leder 410-377-2358

UNITED STATES (+1) *continued*

Beaumont, Texas

- (L) Benckenstein & Oxford, L.L.P.
3rd Floor, 3535 Calder Avenue
P.O. Drawer 150
Beaumont, Texas 77704 (street address zip code - 77706)
phone: 409-833-9182 / 833-7496 or 1-800-324-9182
fax: 409-833-8819
telex: 77-9485 BMOR
e-mail: hubertoxford@benoxford.com
asampson@benoxford.com
after hours: **Hubert Oxford, III** 409-892-9734 / 409-790-1987 *mobile*
Alan G. Sampson 409-861-2580 / 409-781-0604 *mobile*

Beaumont, Texas

- (L) Stevens, Baldo & Freeman, L.L.P.
550 Fannin Suite 400
P.O. Box 4950
Beaumont, Texas 77701
phone: 409-835-5200
fax: 409-838-5638
website: www.sbf-law.com
after hours: **Mark Freeman** 409-835-0690 / 409-656-9747 *mobile* /
877-650-5667 *pager*
David James 409-794-9737 / 409-658-7204 *mobile* /
877-650-5737 *pager*

Beaumont, Texas (also including Port Arthur & Orange)

- (L) Wells, Peyton, Greenberg & Hunt, L.L.P.
550 Fannin
Petroleum Building, 6th Floor
P.O. Box 3708
Beaumont, Texas 77704-3708
phone: 409-838-2644
fax: 409-838-4713
e-mail: wellspeyton@wellspeyton.com
after hours: **Bruce Partain** 409-899-4204
Louis Beard 409-892-8488
Boyd Wells 409-898-2525
Gary Linthicum 409-791-2417

UNITED STATES (+1) *continued*

Boston, Massachusetts

- (L) Sally & Fitch LLP
225 Franklin Street
Boston, Massachusetts 02110-2804
phone: 617-542-5542
fax: 617-542-1542
e-mail: jbr@sally-fitch.com
fjs@sally-fitch.com
website: www.sally-fitch.com
after hours: **James B. Re** 617-723-2150 / 617-519-9775 *mobile*
Francis J. Sally 781-329-5295 / 617-780-9416 *mobile*

Brownsville, Texas

- (L) Royston, Rayzor, Vickery & Williams, LLP
55 Cove Circle
P.O. Box 3509
Brownsville, Texas 78523-3509
phone: 956-542-4377
fax: 956-542-4370
website: www.roystonlaw.com
e-mail: jim.hunter@roystonlaw.com
keith.uhles@roystonlaw.com
after hours: **Keith N. Uhles** 956-831-6667 / 956-455-5836 *mobile*
James H. Hunter, Jr. 956-350-3416 / 956-495-5100 *mobile*
Javier Gonzalez 956-541-0114
Felipe A. Saenz 956-541-9155 / 956-459-7108 *mobile*

Buffalo, New York

- (L) Gruber & Prescott
4248 Ridge Lea Road – Suite 10
Amherst, New York 14226-5115
phone: 716-836-2900
fax: 716-836-3892
after hours: **John J. Gruber** 716-877-7886
John F. Prescott, Jr. 716-684-9689

UNITED STATES (+1) *continued*

Charleston, South Carolina

(L) Buist, Moore, Smythe & McGee, P.A.

5 Exchange Street

P.O. Box 999

Charleston, South Carolina 29402

phone: 843-722-3400*fax:* 843-723-7398*telex:* 576488*e-mail:* bmsm@bmsmlaw.com

Gschreck@bmsmlaw.com

Jhines@bmsmlaw.com

Shouseal@bmsmlaw.com

website: www.bmsmlaw.com*after hours:* **G.D. Schreck** 843-884-7325 / 843-209-7190 *mobile***J.H. Hines** 843-852-9170 / 843-343-7101 *mobile***S.D. Houseal** 843-856-5249 / 843-437-6620 *mobile***24 hour emergency** 843-807-0325 *pager*

Chicago, Illinois

(L) Snyder McGovern LLC

343 South Dearborn Street

Suite 2015

Chicago, Illinois 60604

phone: 312-447-0260*fax:* 312-447-0261*e-mail:* shiplaw@juno.com

greatlakeslaw@aol.com

after hours: **Michael A. Snyder** 312-846-6026 / 630-841-4849 *mobile***Timothy S. McGovern** 708-364-0910 / 312-545-4994 *mobile*

Cleveland, Ohio

(L) Ray, Robinson, Carle & Davies P.L.L.

1717 East Ninth Street – Suite 1650

Cleveland, Ohio 44114-2878

phone: 216-861-4533*fax:* 216-861-4568*e-mail:* rayrob@rayrobcl.com

UNITED STATES (+1) *continued*

website: www.rayrobcl.com*after hours:* **Douglas R. Denny** 216-642-3375 / 440-821-2363 *mobile***Gene B. George** 440-871-0901 / 440-821-1387 *mobile***Julia R. Brouhard** 216-591-0192 / 216-536-0991 *mobile***Robert T. Coniam** 440-933-6877

Cleveland, Ohio

(L) Thompson Hine LLP

3900 Key Center

Cleveland, Ohio 44114-1216

phone: 216-566-7995*fax:* 216-566-7970*e-mail:* Dick.Binzley@ThompsonHine.com

Hal.Henderson@ThompsonHine.com

Rob.Burger@ThompsonHine.com

after hours: **Richard C. Binzley** 216-566-7995 / 216-932-7829 /216-598-9001 *mobile***Harold W. Henderson** 216-566-5779 / 440-937-4715 /440-610-0157 *mobile***Robert W. Burger** 216-566-5790 / 216-521-2616 /419-366-5844 *mobile*

Coral Gables, Florida *(see Miami, Florida)*

Corpus Christi, Texas

(L) Welder Leshin LLP

800 North Shoreline Blvd.

Suite 300, North Tower

Corpus Christi, Texas 74801

phone: 361-561-8000*fax:* 361-693-8001*e-mail:* info@welderleshin.com

fmcniff@welderleshin.com

jbuchanan@welderleshin.com

dpettus@welderleshin.com

after hours: **Frank L. McNiff, Jr.** 361-882-2432 / 361-779-1806 *mobile***James F. Buchanan** 361-779-1730 *mobile/home***Dabney W. Pettus** 361-806-2427 / 361-779-1850 *mobile*

UNITED STATES (+1) *continued*

Detroit, Michigan

- (L) Clark Hill, P.L.C.
500 Woodward Avenue
Suite 3500
Detroit, Michigan 48226-3435
phone: 313-965-8300 or 965-8674
fax: 313-965-8252
e-mail: wmoore@clarkhill.com
after hours: **William A. Moore** 586-463-5628

Galveston, Texas

- (L) Royston, Rayzor, Vickery & Williams, L.L.P.
205 Cotton Exchange Building
2102 Mechanic Street
Galveston, Texas 77550-1692
phone: 409-763-1623
fax: 409-763-3853
telex: 6869017 HOUPOUR
e-mail: royston@roystonlaw.com
james.watkins@roystonlaw.com
bill.glen@roystonlaw.com
website: www.roystonlaw.com
after hours: **James R. Watkins** 281-286-0411 / 713-882-8913 *mobile*
William P. Glenn 409-741 9779 / 409-939-8038 *mobile*
J.P. Cooney 713-706-4114 / 713-252-3989 *mobile* /
713-990-7547 *pager*

Greenville, Mississippi

- (L) Henderson Dantone, P.A.
241 Main
P.O. Box 778
Greenville, Mississippi 38702-0778
phone: 662-378-3400
fax: 662-378-3413
e-mail: jjh@hdpa.com
fjd@hdpa.com
edl@hdpa.com

UNITED STATES (+1) *continued*

after hours: **Joel J. Henderson** 870-265-2575 / 662-822-8000 *mobile*
Frank J. Dantone 662-335-0367 / 662-820-5523 *mobile*
Edward D. Lamar 662-335-5537 / 662-379-1717 *mobile*

Honolulu, Hawaii

- (L) Carlsmith Ball LLP
ASB Tower, Suite 2200
1001 Bishop Street
Honolulu, Hawaii 96813
phone: 808-523-2500
fax: 808-523-0842
e-mail: nkrek@carlsmith.com
drobb@carlsmith.com
dmiyashiro@carlsmith.com
scsmith@carlsmith.com
after hours: **Nejad Krek** 808-373-5392 / 808-256-1457 *mobile*
Dean Robb 808-595-2366 / 808-251-0943 *mobile*
Duane Miyashiro 808-239-0786 / 808-542-2992 *mobile*
Steve Smith 808-373-1126 / 808-722-0231 *mobile*

Honolulu, Hawaii

- (L) Rush Moore Craven Sutton Morry & Beh, LLP
737 Bishop Street - Suite 2400
Honolulu, Hawaii 96813
phone: 808-521-0400
fax: 808-521-0597
e-mail: mail@rmhawaii.com
jtani@rmhawaii.com
after hours: **Richard C. Sutton, Jr.** 808-373-3633
Jason M. Tani 808-595-8069

Houston, Texas

- (L) Bell, Ryniker & Letourneau
5847 San Felipe, Suite 4600
Houston, Texas 77057
phone: 713-871-8822
fax: 713-871-8844
pager: 713-866-0575

UNITED STATES (+1) continued

e-mail: mkbell@brlpc.com
 rryniker@brlpc.com
 kletourneau@brlpc.com

after hours: **Michael K. Bell** 713-402-7630 *direct* / 713-621-0113 *home* /
 713-385-7630 *mobile*
Robert J. Ryniker 713-402-7640 *direct* / 281-531-1234 *home* /
 713-446-7258 *mobile*
Keith B. Letourneau 713-402-7650 *direct* / 713-520-0960 *home* /
 713-398-8129 *mobile*

Houston, Texas

(L) Fowler Rodriguez & Chalos
 Four Houston Center
 1331 Lamar Street, Suite 1560
 Houston, Texas 77010
phone: 713-654-1560
fax: 713-654-7930
e-mail: mwm@frc-law.com
 strick@frc-law.com

after hours: **Timothy W. Strickland** 281-334-9262 / 281-380-0569 *mobile*
Michael W. McCoy 713-973-8551 / 713-253-8299 *mobile*

Houston, Texas

(L) Fulbright & Jaworski, L.L.P.
 1301 McKinney Street
 Suite 5100
 Houston, Texas 77010-3095
phone: 713-651-5151
fax: 713-651-5246
telex: 762829
e-mail: epatterson@fulbright.com
 aparker@fulbright.com
 chart@fulbright.com

after hours: **Ed Patterson** 713-664-9121
Chris Hart 713-723-5947
Andy Parker 832-693-8737

UNITED STATES (+1) continued

Houston, Texas

(L) Royston, Rayzor, Vickery & Williams, L.L.P.
 1001 McKinney Street
 11th Floor
 Houston, Texas 77002-6418
phone: 713-224-8380 (24 Hours)
fax: 713-225-9945
telex: 6869017
e-mail: royston@roystonlaw.com
 patrick.cooney@roystonlaw.com
 john.elsley@roystonlaw.com

website: www.roystonlaw.com

after hours: **J.P. Cooney** 713-706-4114 / 713-990-7547 *pager* /
 281-226-3705 *mobile*
J.M. Elsley 713-522-6898 / 713-870-6848 *mobile*

Jacksonville, Florida

(L) Moseley, Prichard, Parrish, Knight & Jones
 501 West Bay Street
 Jacksonville, Florida 32202
phone: 904-356-1306
fax: 904-354-0194
e-mail: jmoseleyjr@mppkj.com
 pabuhler@mppkj.com

after hours: **J.F. Moseley, Jr.** 904-396-0977 / 904-333-2986 *mobile*
Phillip A. Buhler 904-367-0275 / 904-571-9143 *mobile*

Jacksonville, Florida

(L) Holland & Knight LLP
 50 N. Laura St., Suite 3900
 Jacksonville, Florida 32202
phone: 904-353-2000 / 904-798-7362
fax: 904-598-5563
e-mail: timothy.conner@hklaw.com

after hours: **Timothy Conner** 904-348-2442 / 904-716-9276 *mobile*

Juneau, Alaska (see Anchorage, Alaska)

UNITED STATES (+1) *continued*

Lafayette, Louisiana

- (L) Preis, Kraft & Roy
 P.O. Drawer 94-C
 Versailles Centre, Suite 400
 102 Versailles Boulevard
 Lafayette, Louisiana 70509
phone: 337-237-6062
fax: 337-237-9129
e-mail: pkr@pkrlaw.com
 eprels@pkrlaw.com
 rkraft@pkrlaw.com
after hours: **Edwin G. Preis** 337-981-0300
Ralph E. Kraft 337-233-7777

Lake Charles, Louisiana

- (L) Earl G. Pitre, Attorney
 702 Kirby Street
 P.O. Box 3756
 Lake Charles, Louisiana 70602-3756
phone: 337-494-0800 / 1-800-290-5796
fax: 337-439-4968
e-mail: egpitre@xspedius.net
after hours: **Earl Pitre** 337-474-4859

Long Beach, California

- (L) Cogswell, Nakazawa & Chang
 115 Pine Avenue, Suite 600
 Long Beach, California 90802-4449
phone: 562-951-8668
fax: 562-951-3933 or 240-331-8218
e-mail: email@cnc-law.com
after hours: **Dick Cogswell** 818-415-4840 *mobile*
Alan Nakazawa 310-375-7255 / 310-503-6509 *mobile*
Peiwen Chang 626-445-8439 / 626-524-1676 *mobile*
Christina L. Owen 310-519-7493 / 310-365-1068 *mobile*

UNITED STATES (+1) *continued*

Long Beach, California

- (L) Keesal, Young & Logan
 400 Oceangate
 P.O. Box 1730
 Long Beach, California 90801-1730
phone: 562-436-2000
fax: 562-436-7416
e-mail: william.collier@kyl.com
 joe.walsh@kyl.com
 al.peacock@kyl.com
website: www.kyl.com
after hours: **Bill Collier** 562-989-2988 / 800-589-4997 *pager* /
 310-487-8849 *mobile*
Joe Walsh 714-543-6456 / 310-650-1242 *mobile*
Albert Peacock 310-373-0325 / 310-902-8565 *mobile*

Melbourne, Florida

- (L) Gray Robinson
 1800 West Hibiscus Blvd. – Suite 138
 PO Box 1870
 Melbourne, FL 32901
phone: 321-727-8100
fax: 321-984-4122
e-mail: tshinkle@gray-robinson.com
website: www.gray-robinson.com
after hours: **Ted Shinkle** 321-752-7305 / 321-427-9065 *mobile*
Alec Russell 321-543-5143 *mobile*

Miami, Florida

- (L) Horr, Novak & Skipp
 One Datran Center, Suite 1104
 9100 South Dadeland Boulevard
 Miami, Florida 33156
phone: 305-670-2525
fax: 305-670-2526
e-mail: davidh@admiral-law.com
 jonathans@admiral-law.com
 patrickn@admiral-law.com

UNITED STATES (+1) *continued*

website: www.lawyers.com / admirallaw
after hours: **David J. Horr** 305-234-9023 / 305-799-9753 *mobile*
Jonathan W. Skipp 305-259-9078 / 305-799-9751 *mobile*
Patrick E. Novak 305-799-9750 *mobile*

Miami, Florida

(L) Hayden & Milliken, P.A.
 5915 Ponce de Leon Boulevard
 Suite 63
 Coral Gables, Florida 33146
phone: 305-662-1523
fax: 305-663-1358
e-mail: attorneys@hayden-milliken.com
 rhayden@hayden-milliken.com
 wmilliken@hayden-milliken.com
 wboeringer@hayden-milliken.com
after hours: **Reginald M. Hayden, Jr.** 305-238-8945
William B. Milliken 305-860-3070 / 786-853-2335 *mobile*
William R. Boeringer 305-232-7523 / 305-546-7187 *mobile*

Miami, Florida

(L) Fowler, Rodriguez & Chalos
 Douglas Entrance, South Tower Building
 806 Douglas Road, Suite 580
 Coral Gables, Florida 33134
phone: 305-445-2930
fax: 305-445-2450
e-mail: gdominguez@frc-law.com
 mkish@frc-law.com
after hours: **Guillermo Dominguez** 305-443-0178 / 305-338-5103 *mobile*
Matthew Kish 305-495-6833 *mobile*

UNITED STATES (+1) *continued*

Milwaukee, Wisconsin

(L) Davis & Kuelthau, S.C.
 The Milwaukee Center, Suite 1400
 111 East Kilbourn Avenue
 Milwaukee, Wisconsin 53202-6613
phone: 414-276-0200
fax: 414-276-9369
e-mail: kln@dkattorneys.com
 dwn@dkattorneys.com
after hours: **David W. Neeb** 262-784-0937 / 414-225-1408 / 414-278-3608 *fax*
Kathy L. Nusslock 414-906-0242 / 414-225-1447 /
 414-278-3647 *fax*

Mobile, Alabama

(L) Vickers, Riis, Murray and Curran, L.L.C.
 Eleventh Floor, Regions Bank Building
 106 St. Francis Street
 Post Office Drawer 2568
 Mobile, Alabama 36652-2568
phone: 251-432-9772
fax: 251-432-9781

e-mail: bgoodloe@vickersriis.com
 tsharp@vickersriis.com
 mgardner@vickersriis.com
 rwilkins@vickersriis.com
after hours: **J.W. Goodloe, Jr** 251-928-8816
Thomas E. Sharp, III 251-343-0309
J. Marshall Gardner 251-973-2467 / 251-421-4571 *mobile*
C. Richard Wilkins 251-342-7345 / 251-423-3450 *mobile*

Mobile, Alabama

(L) Miller, Hamilton, Snider & Odom, LLC
 254-256 State Street
 P.O. Box 46
 Mobile, Alabama 36601
phone: 251-432-1414 or 251-439-7586
fax: 251-433-1001

UNITED STATES (+1) *continued*

e-mail: gregbuffalow@mhsolaw.com
 buffalow@mycingular.blackberry.net
 kylemorris@mhsolaw.com

website: www.mhsolaw.com

after hours: **Gregory C. Buffalow** 251-342-1572/7001 / 251-610-8945 *mobile*
Kyle Morris 251-345-1133

Mobile, Alabama

(L) Bowron, Latta & Wasden, P.C.
 Colonial Bank Centre - Suite 400
 41 West, I-65 Service Rd. North
 Mobile, Alabama 36608
mailing address: P.O. Box 16046
 Mobile, Alabama 36616

phone: 251-344-5151
fax: 251-344-9696
e-mail: alp@bowronlatta.com
 hww@bowronlatta.com

website: www.bowronlatta.com

after hours: **Abe Philips** 251-342-8579 / 251-490-6698 *mobile*
John Kavanagh 251-633-0725 / 251-423-0826 *mobile*
Jeff Beaverstock 251-662-7430 / 251-591-7053 *mobile*
Bill Wasden 251-342-3832 / 251-680-3281 *mobile*

New Orleans, Louisiana

(L) Terriberry, Carroll & Yancey, L.L.P.
 3100 Energy Centre
 1100 Poydras Street
 New Orleans, Louisiana 70163-3100

phone: 504-523-6451
fax: 504-524-3257
telex: 6821224
e-mail: terriberycarroll@yahoo.com
 gahemphill@terriberry.com
 dblawton@terriberry.com
 hrstraub@terriberry.com

after hours: **Gary A. Hemphill** 985-264-6399
David B. Lawton 985-705-1627
Hugh R. Straub 504-812-2422

UNITED STATES (+1) *continued*

New Orleans, Louisiana

(L) Fowler Rodriguez & Chalos
 400 Poydras Street, 30th Floor
 New Orleans, Louisiana 70130

phone: 504-523-2600
fax: 504-523-2705
e-mail: ajr@frc-law.com
 achenault@frc-law.com
 nsullivan@frc-law.com

website: www.frc-law.com

after hours: **Antonio J. Rodriguez** 504-455-9388 / 504-723-6008 *mobile*
Norman C. Sullivan, Jr. 504-895-3148 / 504-957-1590 *mobile*
Alanson T. Chenault 985-624-8343 / 504-812-9948 *mobile*

New Orleans, Louisiana

(L) Wagner & Bagot
 650 Poydras Street – Suite 2660
 New Orleans, Louisiana 70130-6158

phone: 504-525-2141
fax: 504-523-1587
e-mail: bgelpi@wb-law.com
 gstarling@wb-law.com

after hours: **G. Beauregard Gelpi** 985-626-1171 / 504-450-1410 *mobile*
C. Gordon Starling, Jr. 504-895-9525 / 504-452-8481 *mobile*

New Orleans, Louisiana

(L) Phelps Dunbar, L.L.P.
 365 Canal Street, Suite 2000
 New Orleans, Louisiana 70130-6534

phone: 504-566-1311
fax: 504-568-9130 or 568-9007
telex: 6821155
cable: howspencer
e-mail: riviereb@phelps.com
 mcleodm@phelps.com

website: www.phelpsdunbar.com

after hours: **E. Martin McLeod** 504-482-4192 / 504-715-1742 *mobile*
William J. Riviere 504-671-8216 / 504-723-6479 *mobile*

UNITED STATES (+1) *continued*

New York, New York

(G) Shipowners Claims Bureau, Inc.
 (Managers of the American Club)
 60 Broad Street, 37th Floor
 New York, New York 10004
phone: 212-847-4500
fax: 212-847-4599/8/7
e-mail: info@american-club.net
website: www.american-club.com

(See details set out in front of book, pages 1-8 for after hours details)

Newport News, Virginia (*see Norfolk, Virginia*)

Norfolk, Virginia

(L) Davey & Brogan, P.C.
 101 Granby Street, Suite 300
 P.O. Box 3188
 Norfolk, Virginia 23514-3188
phone: 757-622-0100
fax: 757-622-4924
e-mail: info@daveybroganpc.com
 pdavey@daveybroganpc.com
website: www.daveybroganpc.com
after hours: **Philip N. Davey** 757-489-3687 / 757-270-5773 *mobile*
Patrick M. Brogan 757-625-8205 / 757-535-7226 *mobile*
Mark E. Newcomb 757-229-9908 / 757-206-7283 *mobile*
Arthur Jett 757-622-4557

Norfolk, Virginia

(L) Vandeventer Black LLP
 500 World Trade Center
 Norfolk, Virginia 23510-1699
phone: 757-446-8600
fax: 757-446-8670
e-mail: mcoberly@vanblk.com
 epowers@vanblk.com
 cgunn@vanblk.com

UNITED STATES (+1) *continued*

website: www.vanblk.com
after hours: **Mark T. Coberly** 757-436-3626 / 757-676-6771 *mobile*
Carter T. Gunn 757-486-1742 / 757-621-7991 *mobile*
Edward J. Powers 757-496-0370 / 757-287-6788 *mobile*

Oakland, California (also San Francisco, California)

(G) Pacific Marine Associates, Inc.
 100 Webster Street, Suite 300
 Oakland, California 94607
phone: 510-452-1186
fax: 510-452-1267
e-mail: linda@pma-sf.com
after hours: **Linda Wright** 510-654-1867 / 510-652-9171 *fax*

Philadelphia, Pennsylvania

(L) Palmer, Biezup & Henderson, LLP
 956 Public Ledger Building
 620 Chestnut Street
 Philadelphia, Pennsylvania 19106-3409
phone: 215-625-9900
fax: 215-625-0185
e-mail: mccauley@pbh.com
 rwhelan@pbh.com
 fpd@pbh.com
 scalder@pbh.com
after hours: **M.B. McCauley** 302-478-2924 / 302-753-1675 *mobile*
R.Q. Whelan 610-664-0927 / 484-686-0974 *mobile*
F.P. DeGiulio 610-891-9322 / 215-808-2028 *mobile*
S.M. Calder 610-527-8832 / 610-888-3137 *mobile*
Emergency Mobile 215-920-9113

Philadelphia, Pennsylvania

(L) Mattioni Ltd.
 399 Market Street, 2nd Floor
 Philadelphia, Pennsylvania 19106
phone: 215-629-1600
fax: 215-923-2227
e-mail: firmmail@mattioni.com

UNITED STATES (+1) *continued*

website: <http://www.mattioni.com>

after hours: **Dante Mattioni** 215-509-6586

Eugene Mattioni 215-438-5191

Faust Mattioni 610-825-5926

John Mattioni 610-828-3483

George Zacharkow 215-836-7531

Portland, Maine

(L) Thompson, Bull, Furey, Bass & MacColl, LLC

120 Exchange Street

P.O. Box 447

Portland, Maine 04112-0447

phone: 207-774-7600

fax: 207-772-1039

e-mail: jbass@thomport.com

after hours: **24 Hour Beeper** 207-741-1677

Mark G. Furey 207-774-1713

John R. Bass II 207-775-3627

Edward S. MacColl 207-671-9735

Portland, Oregon

(L) Garvey Schubert Barer

121 S.W. Morrison Street

Eleventh Floor

Portland, Oregon 97204-3141

phone: 503-228-3939

fax: 503-226-0259

e-mail: rbaroway@gsblaw.com

kbricken@gsblaw.com

ashebiel@gsblaw.com

after hours: **Richard Baroway** 503-590-9796 / 503-260-1953 *mobile*

Kathleen B. Bricken 503-645-2137 / 503-939-3371 *mobile*

Alec J. Shebiel 503-236-8772 / 503-750-1019 *mobile*

24 Hour Emergency Response 206-219-1640

UNITED STATES (+1) *continued*

Portland, Oregon

(L) Wood, Tatum, Sanders & Murphy

1001 S.W. Fifth Avenue

13th Floor

Portland, Oregon 97204-1129

phone: 503-224-5430

fax: 503-241-7235

telex: 296522

website: www.woodtatum.com

e-mail: woodtatum@woodtatum.com

ris@woodtatum.com

ccm@woodtatum.com

taz@woodtatum.com

jcm@woodtatum.com

after hours: **Robert I. Sanders** 503-777-6577 / 503-887-4907

Craig C. Murphy 503-292-5335 / 503-709-3178

Todd A. Zilbert 503-297-3828 / 503-709-3136

John C. Mercer 503-280-0224 / 503-313-8731

24 Hours 503-887-4906 *mobile*

Portland, Oregon

(L) Lindsay, Hart, Neil & Weigler, LLP

Suite 3400 – 1300 SW Fifth Avenue

Portland, Oregon 97201-5640

phone: 503-226-7677

fax: 503-226-7697

e-mail: tmcdermott@lindsayhart.com

dhoward@lindsayhart.com

website: www.lindsayhart.com

after hours: **Thomas McDermott** 503-221-0427 / 503-880-2197 *mobile*

Daniel W. Howard 503-297-1813 / 503-819-3281 *mobile*

San Diego, California

(L) Pillsbury Winthrop LLP

11682 El Camino Real, Suite 200

San Diego, California 92130

phone: 858-509-4009

fax: 858-509-4010

UNITED STATES (+1) *continued*

e-mail: dminteer@pillsburywinthrop.com
website: www.pillsburywinthrop.com
after hours: **Daniel Minteer** 858-756-5347 / 858-922-9336 *mobile*

San Francisco, California

(G) Pacific Marine Associates, Inc.
 100 Webster Street, Suite 300
 Oakland, California 94607
phone: 510-452-1186
fax: 510-452-1267
e-mail: linda@pma-sf.com
after hours: **Linda Wright** 510-654-1867 / 510-652-9171 *fax*

San Francisco, California

(L) Emard, Danoff, Port & Tamulski, LLP
 49 Stevenson Street, Suite 400
 San Francisco, California 94105
phone: 415-227-9455 (24 Hours)
fax: 415-227-4255
e-mail: jtamulski@edptlaw.com
 edanoff@edptlaw.com
 aport@edptlaw.com
after hours: **James J. Tamulski** 510-654-1867 / 415-297-2655 *mobile*
Eric Danoff 510-654-2703 / 415-699-3229 *mobile*
Andrew Port 650-573-9767 / 415-613-6161 *mobile*

San Francisco, California

(L) Cozen O'Connor Attorneys
 425 California Street, Suite 2400
 San Francisco, California 94104
phone: 415-617-6100 / 800-818-0165
fax: 415-617-6101
e-mail: nronneberg@cozen.com
 pfant@cozen.com
 fbooth@cozen.com
 clmitchell@cozen.com
website: www.cozen.com

UNITED STATES (+1) *continued*

after hours: **Norman J. Ronneberg** 510-527-1701
Forrest Booth 510-530-7169
Cynthia L. Mitchell 415-585-4530
Philip A. Fant 415-456-6227

San Francisco, California

(L) Cox, Wootton, Griffin, Hansen & Poulos, LLP
 190 The Embarcadero
 San Francisco, California 94105
phone: 415-438-4600
fax: 415-438-4601
e-mail: gpoulos@cwghp.com
after hours: **Gregory W. Poulos** 415-708-2017 *pager* / 415-420-2912 *mobile*

Savannah, Georgia

(L) Hunter, MacLean, Exley & Dunn P.C.
 200 East Saint Julian Street
 P.O. Box 9848
 Savannah, Georgia 31412-0048
phone: 912-236-0261
fax: 912-232-3253
e-mail: dsipple@huntermaclean.com
 bglenn@huntermaclean.com
 cmcrae@huntermaclean.com
 jmcclellan@huntermaclean.com
website: www.huntermaclean.com
after hours: **David Sipple** 912-238-4513
Robert S. Glenn, Jr. 912-234-0882
Colin A. McRae 912-234-4285
Jessica McClellan 912-944-2280

Seattle, Washington

(L) Bauer Moynihan & Johnson LLP
 2101 Fourth Avenue, Suite 2400
 Seattle, Washington 98121
phone: 206-443-3400
fax: 206-448-9076
e-mail: jpmoynihan@bmjlaw.com / tgjohnson@bmjlaw.com
 tgwallier@bmjlaw.com

UNITED STATES (+1) *continued*

website: www.bmjlaw.com

after hours: **James H. Bauer** 206-905-3221

James P. Moynihan 206-362-1290 / 206-550-5248 *mobile*

Thomas G. Johnson 206-365-2922 / 206-713-4731 *mobile*

Thomas G. Waller 206-938-0636

Seattle, Washington

- (L) Garvey Schubert Barer
18th Floor
1191 Second Avenue
Seattle, Washington 98101-2939

phone: 206-464-3939

fax: 206-464-0125

e-mail: bholland@gsblaw.com

drwest@gsblaw.com

lhubbard@gsblaw.com

sberntsen@gsblaw.com

website: www.gsblaw.com

after hours: **Barbara L. Holland** 206-842-7021 / 206-930-7331 *mobile*

David R. West 425-392-4765 / 206-947-7987 *mobile*

E. Lynn Hubbard 206-632-2285 / 206-251-3658 *mobile*

Seth J. Berntsen 206-328-7679 / 206-992-5971 *mobile*

24 Hour Emergency Response 206-219-1640

Seattle, Washington

- (L) LeGros, Buchanan & Paul, P.S.
701 Fifth Avenue, Suite 2500
Seattle, Washington 98104-7051

phone: 206-233-2824

fax: 206-467-4828

e-mail: seattle@legros.com

tpaul@legros.com

rnolting@legros.com

mwarner@legros.com

dbratz@legros.com

website: www.legros.com

after hours: **Robert W. Nolting** 206-784-9546 / 206-910-9055 *mobile*

Marc E. Warner 206-770-7710 / 206-755-1820 *mobile*

David C. Bratz 425-670-2744 / 206-910-9234 *mobile*

UNITED STATES (+1) *continued*

Seattle, Washington

- (L) Keesal, Young & Logan
1301 Fifth Avenue, Suite 1515
Seattle, Washington 98101

phone: 206-622-3790

fax: 206-343-9529

e-mail: robert.bocko@kyl.com

philip.lempriere@kyl.com

website: www.kyl.com

after hours: **Robert J. Bocko** 425-557-1015 / 206-419-4673 *mobile*

Philip R. Lempriere 206-284-4754 / 206-399-7412 *mobile*

St. Louis, Missouri

- (L) Lewis, Rice & Fingersh
500 North Broadway
Suite 2000
St. Louis, Missouri 63102-2147

phone: 314-444-7600

fax: 314-241-6056

e-mail: jwh@lewisrice.com

after hours: 618-288-6435

Tampa, Florida

- (L) Akerman Senterfitt
SunTrust Financial Centre, Suite 1700
401 E. Jackson Street
Tampa, Florida 33602

phone: 813-223-7333

fax: 813-223-2837

e-mail: anthony.cuva@akerman.com

margaret.mathews@akerman.com

website: www.akerman.com

after hours: **Anthony "Tony" Cuva** 813-258-5525 / 813-220-2882 *mobile*

Margaret D. Mathews 813-253-3010

Paul D. Hardy 813-530-7438

UNITED STATES (+1) *continued*

Tampa, Florida

- (L) Fowler White Boggs Banker, P.A.
501 East Kennedy Boulevard
Suite 1700
P.O. Box 1438
Tampa, Florida 33601
phone: 813-228-7411
fax: 813-229-8313
e-mail: cnelson@fowlerwhite.com
avonsp@fowlerwhite.com
dpope@fowlerwhite.com
after hours: **Carl R. Nelson** 813-253-2658
Allen von Spiegelfeld 813-961-0156
David F. Pope 813-681-3696

Toledo, Ohio *(see Cleveland, Ohio)*

Washington, D.C.

- (L) Winston & Strawn
1400 L Street, N.W.
Washington, D.C. 20005-3502
phone: 202-371-5700
fax: 202-371-5950 or 371-5922
e-mail: h.black@winston.com
l.kiern@winston.com
website: www.winston.com
after hours: **Lawrence I. Kiern** 703-719-7009 / 703-898-6260 *mobile*
H. Allen Black 410-729-2322 / 410-507-1768 *mobile*

Wilmington, North Carolina

- (L) Clark, Newton, & Evans, L.L.P.
509 Princess Street
Wilmington, North Carolina 28401
phone: 910-762-8743
fax: 910-762-6206
e-mail: info@cneclaw.com
after hours: **John Richard Newton** 910-791-2642 / 910-520-2223 *mobile*
Don T. Evans 910-452-4260 / 910-232-8572 *mobile*

URUGUAY (+598)

Montevideo

- (G) Chadwick Weir Navegacion S.A.
P.O. Box 451
Colon 1498, 1st Floor - Off. 102
11000 Montevideo, Uruguay
phone: 2-9161168
fax: 2-9162265
cable: CHADWEIR MVD
e-mail: mutual@chw.com.uy / chw@chw.com.uy / chadweir@chw.com.uy
website: www.chw.com.uy
after hours: **Capt. Alejandro Laborde** 2-7070254 / 99-609651 *mobile*
Bettina Polo 2-9291475

VENEZUELA (+58)

Caracas

- (G) Pandiservice, S.A.
Centro Ciudad Comercial Tamanaco (CCCT)
Torre D, Piso 1, Oficina D-106, Chuao
Caracas, 1060-A Venezuela
phone: 212 959 9317 / 959 0918
fax: 212 959 8081
e-mail: caracas@pandiservice.com
enrique.colomes@pandiservice.com
francisco.villanova@pandiservice.com
after hours: **Enrique A. Colomés** 212-987-7719 / 987-3498 /
414-331-8327 *mobile*
Capt. Francisco Villanova 212-985-7149 / 416-702-2328 *mobile*

La Guaira, Venezuela *(see Caracas, Venezuela)*

Maracaibo, Venezuela *(see Caracas, Venezuela)*

Puerto Cabello, Venezuela *(see Caracas, Venezuela)*

Puerto La Cruz, Venezuela *(see Caracas, Venezuela)*

Puerto Ordaz, Venezuela *(see Caracas, Venezuela)*

VIETNAM (+84)

Hai Phong

- (G) Wallem Shipping (Vietnam) Rep. Office
11 Vo Thi Sau - Ngo Quyen District
Haiphong City, Vietnam
phone: 31-551840
fax: 31-551477
e-mail: nmh@wallem.com.vn
hph-all@wallem.com.vn
after hours: **Nguyen Manh Hiep** 8-8993768 / 90-3909491 *mobile*
8-8035590 *fax*
Phan Van Hung 8-7403762 / 91-8032356 *mobile*

Hanoi

- (G) Vietnam Insurance Corporation (Baoviet)
35 Hai Ba Trung Street
Hoan Kiem District
Hanoi, Vietnam
phone: 4-8262667
fax: 4-8257188
telex: 411283
e-mail: service@baoviet.com.vn
after hours: **Hoang Khang Chien** 4-8244545 / 90-411869 *mobile*

Ho Chi Minh City

- (G) Spica Services
2 Phung Khac Khoan Street
District 1
Ho Chi Minh City, Vietnam
phone: 8-8232527
fax: 8-8232530
e-mail: hungspica@hcm.fpt.vn
spicavietnam@hcm.fpt.vn
richardskene@hcm.fpt.vn
binhspica@hcm.fpt.vn
after hours: **Captain Richard Skene** 8-8983290 / 90-3802293 *mobile*
Le Ha Binh 8-7712493 / 90-3831442 *mobile*
Tran Viet Hung 8-5367471 / 913-725156 *mobile*

VIETNAM (+84) continued

Ho Chi Minh City

- (G) Wallem Shipping (Vietnam) Representative Office
6th Floor - Saigon Port Building
3 Nguyen Tat Thanh Street
District 4, Ward 12
Ho Chi Minh City, Vietnam
phone: 8-8265161 / 8265162 / 8265163
fax: 8-8265167 / 8267103
telex: 811331 WALLEM VT
e-mail: wallemvn@wallem.com.vn or nmh@wallem.com.vn
after hours: **Nguyen Manh Hiep** 8-8993768 / 90-3909491 *mobile* /
8-8035590 *fax*
Nguyen Quang Trung 941-0798 / 91-3807970 *mobile*

VIRGIN ISLANDS, U.S. (+1-809) (Not an International call from U.S.A.)

St. Croix (see San Juan, Puerto Rico)**St. Thomas** (see San Juan, Puerto Rico)

WESTERN SAMOA (+685)

Apia

- (G) Pacific Forum Line
Beach Road, Matautu - Tal.
P.O. Box 655
Apia, Western Samoa
phone: 20345 or 20348
fax: 22179 / 22343 or 23213
e-mail: pfl@samoa.net
after hours: **John Ryan** 24441
Margaret Ryan 24441
Fred Schmidt 20094

YEMEN (+967)

Aden

- (G) The Hodeidah Shipping & Transport Co. (SYC)
 P.O. Box 5106, Maala
 Aden, Republic of Yemen
phone: 2-246010 / 246019 / 246015
fax: 2-246013/14
e-mail: hodship_aden@y.net.ye
 mgt@hodship.aden.com.ye
 bbulk@hodship.aden.com.ye
 pni-aden@hodship.aden.com.ye
website: www.hodship.com
after hours: **Nigel Chevriot** 2-240883 / 737-62001 *mobile*
Capt. Ali Ahmed 2-203237 / 737-62504 *mobile*
Capt. Mukhtar A.O. Atoofa 2-242690 / 7332-64001 *mobile*

Hodeidah

- (G) The Hodeidah Shipping & Transport Co. (SYC)
 Sanaa Street, Kilo-7
 P.O. Box 3337
 Hodeidah, Republic of Yemen
phone: 3-228969 / 8586 / 8541
fax: 3-228533 / 8542 / 8854
e-mail: hodship_1969@y.net.ye / pnihod@y.net.ye
 hodship@y.net.ye
website: www.hodship.com
after hours: **Hassan A. Kassim** 3-219121 / 219155 / 732-48414 *mobile*
Salah A. Moaty 3-207749 *phone/fax* / 737-13389 *mobile*
Brian Dove 3-202191 / 732-38271 *mobile*

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THE AMERICAN CLUB

SHIPOWNERS CLAIMS BUREAU, INC., MANAGER

60 Broad Street – 37th Floor
 New York, New York 10004 U.S.A.
 Tel: +1.212.847.4500
 Fax: +1.212.847.4599
 E-mail: info@american-club.net
 Website: www.american-club.com

SHIPOWNERS CLAIMS BUREAU (UK) LTD.

London Liaison Office
 3rd Floor, Latham House
 16 Minories
 London EC3N 1AX, 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
 Fax: +30.210.429.4187

PACIFIC MARINE ASSOCIATES, INC.

100 Webster Street - Suite 300
 Oakland, California 94607 U.S.A.
 Tel: +1.510.452.1186
 Fax: +1.510.452.1267

