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Head Office
Türk P ve I Sigorta A.Ş.

Muhittin Üstündağ Cad. No:21 34718
Koşuyolu – Kadıköy İstanbul / Türkiye
Phone: 0090 216 545 03 00
Faks: 0090 216 545 03 01
E-mail: info@turkpandi.com

Managing Director

Remzi Ufuk Teker Mobile: 0090 533 767 86 44
E-mail: ufuk.teker@turkpandi.com

Assistant Managing Director / Finance

Dr. Abdullah Kara Mobile: 0090 533 638 61 41
E-mail: abduallah.kara@turkpandi.com

Underwriting & Loss Prevention

Cpt. Değer Pamuk Mobile: 0090 533 795 54 02
(Manager) E-mail: deger.pamuk@turkpandi.com
Umut Can Mobile: 0090 530 391 11 49
(Ass. Technical Manager) E-mail: umut.can@turkpandi.com
Halil Solak Mobile: 0090 533 200 28 18
(Ass. Technical Manager) E-mail: halil.solak@turkpandi.com
Tuğçe Tekerek Mobile: 0090 533 293 55 11
(Underwriter) E-mail: tugce.tekerek@turkpandi.com
Gizem Esi Gül Mobile: 0090 535 427 50 57
(Underwriter) E-mail: gizem.esi@turkpandi.com

Claims

Kaan Özerk Mobile: 0090 533 643 98 35
(Group Manager) E-mail: kaan.ozerk@turkpandi.com
Burcu Berrak Mobile: 0090 533 354 16 58
(Manager) E-mail: burcu.berrak@turkpandi.com
Av. Elif Kaçar Mobile: 0090 532 288 11 34
(Senior Claims Executive) E-mail: elif.kacar@turkpandi.com
Şilan Aşşar Bilgin Mobile: 0090 533 744 33 11
(Claims Executive) E-mail: silan.bilgin@turkpandi.com

Finance

Jale İnan Mobile: 0090 533 529 20 74
(Asst. Financial Manager) E-mail: jale.inan@turkpandi.com
İlkay İbişler Mobile: 0090 533 622 17 60
(Asst. Financial Manager) E-mail: ilkay.ibisler@turkpandi.com
Suat Kara Mobile: 0090 532 726 74 34
(Financial Officer) E-mail: suat.kara@turkpandi.com
İlyas Şahin Mobile: 0090 545 240 63 46
(Financial Officer) E-mail: ilyas.sahin@turkpandi.com



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DEFINITIONS



DEFINITIONS

In the rules, the following words and expressions have the following meanings:

**Accident/
Ship Casualty:** Means shipwreck, collision or stranding of the insured vessel, explosion, fire or any defect in the insured vessel. Within the context of rules herein, any portable items such as clothing, documents, technical devices such as navigation equipment shall be interpreted as personal belonging, excluding valuables.

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

Assured: Every owner or other person who becomes and is for the time being an assured of the insurer.

**Cabotage
Trade:** Any single voyage between two Turkish ports.

Cargo: Goods (other than a container supplied by or on behalf of an assured) carried under a contract of carriage.

Co-assured: Any person or persons other than an assured or joint assured, named on the policy in respect of an assured's entry in accordance with and subject to rules 13.5 – 13.7.



- Container:** Any device or receptacle in or on which cargo is carried and which is either designed to be, or expected to be, carried in the ship.
- Crew:** Any person employed as part of a ship's complement under the terms of a crew agreement or other contract of service or employment to serve on board the ship, whether or not on board that ship.
- Demise or Bareboat Charterer:** A charterer who has sole possession of the ship and sole control of her management and crew.
- Fines:** Includes penalties and other impositions similar in nature to fines.
- Hague Rules:** The International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.
- Hague-Visby Rules:** The Hague Rules as amended by the Protocol Convention signed at Brussels on 23 February 1968.
- Hull Policies:** The policies covering the hull and machinery of a ship, including excess liability policies.
- Insured Party:** The assured, any joint assured and any co-assured in respect of an entry.
- Liabilities:** Liabilities, reasonable costs and expenses incurred by an assured.
- Owner:** Includes an owner, owners in partnership, owners holding separate shares in severalty, part owner, trustee, mortgagee, charterer,

operator or insurer, builder, insurer or reinsurer who enters a ship in the insurer or who is a joint assured or co-assured.a fixed rig) used or intended to be used for any purpose whatsoever in navigation or otherwise on, under, over or in water or any part of such ship, or any proportion of the tonnage thereof or any share therein.

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

Personal Effects: Means items which are brought on to the insured vessel for recreational purposes and which are unconnected to its operation. Personal effect can be divided into two in terms of touristic passenger carriage by sea. Firstly "personal property" mean the property at the possession, custody, control of the crew members, passengers and others' personal needs. Secondly "other property" means the property carrier took possession of, at the shore or on board of the vessel, and did not return; Within the context of rules herein, any portable items such as clothing, documents, technical devices such as navigation equipments are interpreted as personal belonging, excluding valuables.

Policy: A document issued pursuant to rule 12.1 including any endorsement thereto.

Policy Holder: Any person seeking to enter a ship on his own or another's behalf or on whose behalf an application is made.



The Insurer:	TÜRK P VE I SIGORTA A.S.
The Ship:	A ship which has been entered by the insurer for insurance.
Tonnage:	The gross tonnage of a ship as stated in the Certificate of Registry or other official document relating to the registration of the ship.
Towage:	Any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by a ship or object.
Unlawful, Prohibited or Sanctionable:	Unlawful, prohibited or sanctionable under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, the place of incorporation or domicile of the assured or the ship's flag state.
Valuables:	Money, negotiable securities, gold, silverware, jewelry, ornaments or works of art.
Wilful Misconduct:	An act intentionally done or a deliberate omission by an insured party with knowledge that the performance or omission will probably result in injury or loss, or an act done or omitted in such a way as to allow an inference of a reckless disregard for the probable consequences.

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- References to rule numbers shall include any sub-paragraphs of that rule.
 - Headings and sub-headings are for reference only and do not affect the construction of any rule.
 - In case any of the provisions of this Contract becomes invalid, this will not affect the validity of the Contract's other remaining provisions during all the Contract period, unless the provision that became valid does not sustain the implementation of the contract or makes implementation impossible. An article that becomes null and void, will affect the mutual matters which are imposed to the opposite party and make them invalid and non-operative.
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02

SECTIONS



- 1.1 The rules, which are subject to the articles, contain the terms upon which P&I cover is given by the insurer.
- 1.2 The standard risks against which an assured is insured are set out in rule 3.
- 1.3.1 An assured may be insured in respect of risks other than those set out in rule 3, or in respect of risks otherwise excluded, where such risks have been agreed by the insurers.
- 1.3.2 Any such risks are covered subject to the terms, conditions, limitations and exclusions of the rules.
- 1.3.3 The insurer may reinsure any such risk.
- 1.4 No act, omission, course of dealing or forbearance or reimbursement by the insurer shall be treated as any evidence of a waiver of the insurer's rights under the rules.
- 1.5 The insurer shall issue revised rulebook versions yearly and revised rulebook versions shall be reached from the insurer website. The insurer shall notify any revisions and new version of the rules.
- 1.6 Any notification made to the assured's provided address shall be deemed valid. The assured shall inform the insurer in case of any address change.
- 1.7 In case of any dispute between assured and the insurer, the documents provided by insurer shall be deemed as evidence pursuant to article 193 of Turkish Legal Proceedings Code (HMK).



➤ SECTION B: SCOPE OF COVER

- 2.1 The liabilities in respect of which an assured is insured must have arisen by reason of the assured's interest in the ship, out of events occurring during the policy period and in connection with the operation of the ship.
- 2.2 Where such liabilities would not have arisen but for the terms of any contract or indemnity, the contract or indemnity must either correspond to any specific requirements set out in rule 3 or rule 5, or have been approved by the insurer.
- 2.3 An assured's insurance is subject to the warranties, conditions, exceptions, limitations and other terms set out in the rules and the policy
- 2.4 An assured is not insured for any liabilities incurred by him in a capacity other than that in which he has entered into the contract of insurance with the insurer.
- 2.5 This policy of insurance is only applicable to navigational area of the policy. Unless otherwise agreed in the policy, there shall be no recovery by the assured from the insurer for any liabilities incurred by the assured outside of the navigational area.

➤ SECTION C: RISKS COVERED

Crew Related Claims

3.1 Liabilities in respect of injury, illness, death, repatriation or substitute expenses shall be covered a-under "Maritime Labour Convention extension clause 2017 which is provided under article 22 of additional cover which has been established as component part of this Rules herein.

3.1.2 Repatriation

3.1.2.1 Liabilities in respect of crew repatriation.

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

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Exclusion to rule 3.1.2

Liabilities arising out of the termination of any agreement, or the sale of the ship, or any other act of the assured in respect of the ship.

3.1.3 Substitute Expenses

Expenses necessarily incurred in sending substitutes to replace crew who have died, are incapacitated or who have been left ashore in consequence of injury, illness, or desertion. Wages are only recoverable when payable to substitutes, while awaiting and during repatriation.

3.1.4 Loss of Effects

Loss of crew effects, excluding valuables.

3.1.5 Shipwreck Unemployment Indemnity

Wages or other compensation payable to crew arising out of the actual or constructive total loss of the ship.



3.1.6 Port Expenses

Port and other charges as set out in rule 3.4 incurred in relation to crew.

3.2 Passengers

3.2.1 Liabilities in respect of the injury, illness or death of a passenger.

3.2.2 Liabilities to passengers arising out of a casualty while they are on board the ship. For the purpose of this rule 'casualty' means collision, stranding, explosion, fire or any other cause affecting the condition of the ship so as to render her incapable of safe navigation to her intended destination; or a threat to the life, health or safety of passengers.

3.2.3 Loss of or damage to a passenger's baggage or effects, excluding valuables.

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3.2.4 In respect of any liabilities arising under rule 3.2, the passenger contract must relieve the assured of liability to the maximum extent permitted under the applicable law.

Exclusions to rule 3.2

(1) Liabilities arising out of the carriage of a passenger by air unless they occur:

a during repatriation of an injured or sick passenger, or following a casualty to the ship; or

b during excursions from the ship, subject to exclusion (2) below.

(2) Contractual liabilities arising in respect of a passenger while on an excursion from the ship in circumstances where either:

a a separate contract has been entered into by the passenger for the excursion, whether or not with the assured; or

➤ SECTION C: RISKS COVERED

b the assured has waived any rights of recourse against any sub-contractor or other third party in respect of the excursion.

3.3 Third Parties

Liabilities in respect of the injury, illness or death of any person other than crew or passengers.

3.4 Stowaways and Refugees Port Charges

Port and other charges solely incurred for the purpose of landing stowaways or refugees, or others saved at sea, or landing or securing the necessary treatment for an injured or sick person, other than crew, including the net loss to the assured in respect of fuel, insurance, wages, stores and provisions incurred for such purpose.

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3.5 Life Salvage

Sums due to a third party because he has saved or attempted to save the life of any person on or from the ship.

3.6 Collision with other Ships

- 3.6.1 One-fourth, or such other proportion agreed by the managers, of the liabilities arising out of a collision other than those set out in rule 3.6.2.
- 3.6.2 The liabilities arising out of a collision relating to:
- (1) the raising, removing, destroying, lighting or marking of wrecks, cargo or other property
 - (2) damage done by such other ship to any property not being another ship or any cargo or other property therein
 - (3) loss of or damage to cargo or other property being carried in the ship; if the cargo is the property of the assured, it is deemed to be fully insured, and the assured is entitled only to recover from the insurer the amount by which such indemnity exceeds the



sum recoverable under such insurance

(4) the injury, illness or death of any person on board such other ship

(5) pollution liabilities as may be covered under rule 3.8.

3.6.3 That part of the assured's collision liability which exceeds the sum recoverable under the hull policies solely by reason of such liability exceeding the valuation of the ship in those policies. However, the insurer may determine the proper value (being the market value of the ship without commitment) for which the ship should have been insured under the hull policies, and the insurer shall pay only the excess of the amount which would have been recoverable if the ship had been insured thereunder at such value.

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

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

3.7 Damage to other Ships (other than by collision)

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

➤ SECTION C: RISKS COVERED

3.8 Pollution

- 3.8.1 Liabilities arising out of the discharge or escape from the ship of any substance.
- 3.8.2 The costs of any measures reasonably taken after the discharge or escape of any substance from the ship for the purpose of avoiding or minimizing any resulting loss, damage or contamination or cleaning up any resulting pollution, together with liability for any loss of or damage to property caused by any measures so taken.
- 3.8.3 The costs of any measures reasonably taken to prevent an imminent danger of the discharge or escape from the ship of any substance.
- 106 3.8.4 Extraordinary liabilities incurred as a result of complying with any order or direction given or any measures taken by any authority in connection with the ship or her cargo for preventing or reducing pollution or the risk thereof by the escape from the ship of any substance, excluding any permanent structural alteration to the ship.
- 3.8.5 Liabilities under a salvage agreement to compensate salvors for work done or measures taken to prevent or reduce pollution or the risk thereof by the escape from the ship of any substance.
- 3.8.6 Liabilities incurred after the ship has become a wreck arising from the discharge or escape from such wreck of any substance.
- 3.8.7 Liabilities in respect of pollution where such liabilities arise under rules 3.6, 3.7, 3.9, 3.10, 3.11 and 3.20.



Exclusions to rule 3.8

There shall be no recovery in respect of:

(1) liabilities which but for the terms of any contract of carriage would have been allowed in general average adjusted under the un-amended York Antwerp Rules 1994 or the unamended York Antwerp Rules 2016.

(2) liabilities, loss or damage including, without limitation, liability for the cost of any remedial works or clean-up operations, arising as a result of the presence in, or the escape or discharge or threat of escape or discharge from, any land based dump, site, storage or disposal facility of any substance previously carried on the ship whether as cargo, fuel, stores or waste and whether at any time mixed in whole or in part with any other substance whatsoever.

3.9 Damage to Property (other than by pollution)

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

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3.10 Towage

3.10.1 Towage of the Ship

Liabilities under the terms of a contract for the towage of the ship which:

(1) relate to the risks set out in the other paragraphs of rule 3;

(2) arise under a contract for towage undertaken in the ordinary course of trading for the purpose of entering, leaving or manoeuvring within a port; or (3) arise under a contract for the towage of cargo barges; or

(4) arise under a contract which has been approved by the insurer.

3.10.2 Towage by the Ship

Liabilities under the terms of a contract for, or arising out of,

➤ SECTION C: RISKS COVERED

the towage by the ship of any ship or object where:

- (1) such liabilities relate to the risks set out in the other paragraphs of rule 3; and
- (2) the towage is undertaken for the purpose of saving life or property at sea; or
- (3) the ship is towing under a United Kingdom, Netherlands or Scandinavian standard towage contract, the current Lloyd's standard form of salvage agreement – no cure no pay, Towcon, Towhire standard forms, all in materially un-amended form, or any other standard form towage contract containing equivalent or better protection than the said standard conditions or standard forms, or to which the insurer may, on such terms as it requires, agree in writing.

3.11 Wreck Liabilities

- 3.11.1 Liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the ship. The value of the wreck and all stores and materials saved must be deducted from any reimbursement and only the balance is recoverable.
- 3.11.2 Liabilities resulting from the actual or attempted raising, removal or destruction of the wreck of the ship, cargo or any other property on board.
- 3.11.3 Liabilities resulting from the presence or involuntary shifting of the wreck of the ship, cargo or any other property on board caused by the casualty which led to the loss of the ship, cargo or any other property on board. An assured is not entitled to be reimbursed by the insurer in respect of any liability incurred more than two years after the ship, cargo or any other property on board became a wreck.
- 3.11.4 Liabilities for or incidental to the raising, removal, destruction or disposal of cargo or any other property



which is being, or has been, carried on the ship. The value of all cargo or any other property saved accruing to the assured must be deducted from any reimbursement and only the balance is recoverable.

Exclusions to rule 3.11

1) There shall be no recovery if the assured has, without the agreement of the insurer, transferred his interest in the wreck other than by abandonment, at any time after the ship became a wreck.

(2) There shall be no recovery unless the raising, removal, destruction, lighting or marking of the wreck, or the raising, removal, destruction or disposal of cargo or any other property, was compulsory by law or was undertaken with the agreement of the insurer.

(3) An assured is not entitled to reimbursement in respect of any liability unless he took reasonable measures to raise, remove, destroy, light or mark the wreck, or raise, remove, destroy or dispose of cargo or any other property.

(4) There shall be no recovery unless the assured has contracted for removal of the wreck on terms which have been approved by the insurer.

(5) There shall be no recovery in respect of liabilities for or incidental to the raising, removal, destruction, lighting or marking of the wreck of the ship unless the ship became a wreck as a result of a casualty. For the purpose of this rule 'casualty' means collision, stranding, explosion, fire or similar fortuitous event, but excludes any wreck caused by dereliction or neglect.

3.12 Quarantine Expenses

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

➤ SECTION C: RISKS COVERED

Exclusion to rule 3.12

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

3.13 Cargo Liabilities

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

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

3.13.3 Liabilities for loss of or damage to or responsibility in respect of cargo or other property being carried by means of transport other than the ship, for which the assured may be liable under a contract of carriage, approved by the insurer, providing for



Exclusion to rule 3.13

There shall be no recovery in respect of liabilities arising out of:

1) Hague and Hague-Visby Rules

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

2) Deviation

a deviation, or as a consequence of a deviation, from the contractually agreed voyage, which may deprive the assured of the right to rely on defenses or rights of limitation which would otherwise have been available to him, unless the insurer have agreed that cover may continue unprejudiced

3) Loading

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

4) Discharge

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

5) Documentation and Delivery

the delivery of cargo carried under a negotiable document of title without production of that document by the person to whom delivery is made except where the cargo

➤ SECTION C: RISKS COVERED

has been carried under the terms of a non-negotiable document, and has been properly delivered as required by that document, notwithstanding that the assured may be liable under the terms of a negotiable document of title issued by or on behalf of a party other than the assured providing for carriage in part upon the ship and in part upon another ship or by another mode of transport

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

7) the issue of a document containing or evidencing the contract of carriage recording the loading or shipment or receipt for shipment on a date other than the date on which the cargo was in fact loaded, shipped or received

8) a document containing or evidencing the contract of carriage issued with the knowledge of the assured or his master with an incorrect description of the cargo or its quantity or condition

9) Finished Steel Products

the carriage of finished steel products, unless the assured has arranged for a preloading survey to be carried out by an insurer-approved surveyor at each port of shipment, and the bills of lading have been clausured in accordance with the findings of the surveyor as to the condition of cargo at the time of loading



10) Deck Cargo

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

11) Valuables

the carriage of valuables

12) Value Declared on Bill of Lading

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

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3.14 Unrecoverable General Average Contributions

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

Exclusions to rule 3.14

- 1) If the contribution is irrecoverable by reason of a deviation, rule 3.13 exclusion (2) applies to any claim under rule 3.14.
- 2) The insurer may reject or reduce a claim if the contract of carriage under which the cargo was being carried did not include Article IV Rule (2)(a) of the Hague

➤ SECTION C: RISKS COVERED

Rules, as amended by the Hague-Visby Rules, or an equally wide exemption from liability.

3.15 Ship's Proportion of General Average

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

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3.16 Fines

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

- 3.16.1 for short or over delivery of cargo, or for failure to comply with regulations concerning the declaration of goods or the documentation of cargo.
- 3.16.2 for smuggling or breach of any customs or immigration law or regulation.
- 3.16.3 in respect of the accidental escape or discharge of any substance, so long as the assured is insured for pollution liabilities by the insurer subject to his terms of entry and the relevant limit of liability.

Exclusions to rule 3.16

There shall be no recovery in respect of a fine imposed for or arising out of:



- 1) claims arising from any act of the assured in breach of the mandatory rules and regulations of Turkish Law, moral values, public order or rights of personality
- 2) overloading
- 3) illegal fishing
- 4) any personal act or default on the part of the assured or his manager
- 5) wilful misconduct on the part of any person unless the assured has been compelled by law to pay the fine.
- 6) Fines arising from:
 - 6.1) entry of the insured vessel into prohibited waters and
 - 6.2) disregarding of routing regulations.

3.17 Enquiry Expenses

Costs and expenses incurred in protecting an assured's interests before a formal enquiry into a casualty to the ship where, in the opinion of the insurer, a claim upon the insurer is likely to arise, or in other cases as the insurer determines.

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3.18 Interference by Lawful Authorities

Costs and expenses incurred in protecting an assured's interests in cases of interference by any lawful authority of any country, but only to the extent that those costs and expenses have been incurred with the prior agreement of the insurer.

3.19 Confiscation of Ship by Customs Authorities

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

Exclusions to rule 3.19

- 1) claims arising from any act of the assured in breach

➤ SECTION C: RISKS COVERED

of the mandatory rules and regulations of Turkish Law, moral values, public order or rights of personality

2) The amount recoverable shall not exceed the market value of the ship at the date of the confiscation.

3) The assured must have satisfied the insurer that he took all such steps as appear to the insurer to be reasonable to prevent the infringement of the customs law or regulation giving rise to the confiscation.

4) No claim will be considered by the insurer until the assured has been deprived of his interest in the ship

3.20 Sue and Labour

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

Exclusion to rule 3.20

Unless the insurer otherwise decides, there shall be deducted from such costs and expenses the deductible which would have been applicable had the liability or expenditure against which the assured is insured by the insurer been incurred.



➤ SECTION D: EXCLUDED RISKS

4.1 Risks Covered by Hull and War Risks Policies

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

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4.2 Double Insurance

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

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

4.3 War Risks

There shall be no recovery in respect of any liabilities, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the assured or his servants or agents, incurred as a result of:

- 1) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power, or any act of terrorism;
- 2) capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof



or any attempt thereat;

3) mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war, save that this exclusion does not apply to liabilities which arise solely by reason of:

a. the transport of any such weapons whether on board the ship or not; or

b. the use of any such weapons, either as a result of government order or with the agreement of the insurer, where the reason for such use was the avoidance or mitigation of liabilities which would otherwise fall within the cover given by the insurer.

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

4.4 Radioactive Contamination

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

1) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or

2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or

3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or

4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

4.5 Guarantees, Undertakings and Certificates

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

- 1) a certificate in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 and 1992 or any amendments thereof; or
- 2) a certificate in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001; or
- 3) any other guarantee, certificate or undertaking issued by the insurer pursuant to any statute, convention, treaty or law.
- 4) a certificate in compliance with Article 4bis of the Athens Convention Relating to the Carriage of Passengers and Their
- 5) “a certificate in compliance with Regulation 2.5, paragraph 2 and Standard A4.2, paragraph 1(b) of the Maritime Labour Convention 2006 (MLC 2006) or domestic legislation by a state party implementing MLC 2006”

4.6 The assured shall indemnify the insurer to the extent that any payment under any such guarantee, undertaking or certificate is or would have been recoverable in whole or in part under a standard P&I war risks policy had the assured complied with the terms and conditions thereof.

4.7 The assured agrees that any payment by the insurer under any such guarantee, undertaking or certificate shall, to the extent of any amount recovered under any policy of insurance or additional cover provided by the insurer, be by way of loan and there shall be assigned to the insurer to the extent and on the terms the insurer determine



to be practicable, all the rights of the assured under any other insurance and against any third party.

4.8 Unlawful Sanctionable and Hazardous Trades

No claim is recoverable if it arises out of or is consequent upon the ship blockade-running or being employed in an unlawful, prohibited or sanctionable carriage, trade, voyage or operation, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable or if the insurer determines that the carriage, trade, voyage or operation was imprudent, unsafe, unduly hazardous or improper.





SECTION E: EXCLUDED LOSSES

- 5 Except as provided in this rule or otherwise agreed by the insurer, there shall be no recovery in respect of:

5.1 Hull Damage

Loss of or damage to the ship or any part thereof, save as provided for in rule 3.19.

5.2 Equipment Damage

Loss of or damage to any equipment, containers, lashings, stores, or fuel on board the ship to the extent that they are owned or leased by the assured or any associated company.

5.3 Repairs

The cost of repairs to the ship or any charges or expenses in connection therewith save as provided for in rules 3.14 and 3.15.

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5.4 Loss of Hire

Loss of freight, hire, time, market, production, profit or any other direct or indirect losses whatsoever or any proportion thereof in relation to the ship, unless such loss, with the agreement of the insurer, forms part of a claim for liabilities in respect of cargo.

5.5 Detention

- 5.5.1 Loss arising out of demurrage on, detention of, or delay to the ship or, except as provided for in rules 3.1.6 and 3.4, running costs of the ship, unless such costs, with the agreement of the insurer, form part of a claim for liabilities in respect of cargo.
- 5.5.2 Liabilities arising out of arrest or detention of or delay to the ship pursuant to a claim against the assured liability for which is not covered under the rules.

5.6 Cancellation

Loss arising out of the cancellation of any contract or



engagement in relation to the ship.

5.7 Bad Debts

Loss arising out of irrecoverable debts or the insolvency of any person.

5.8 Pollution

Liabilities arising out of the actual, or threatened, escape or discharge of any substance save as provided for in rule 3.8.

Salvage

5.9 Salvage or other services in the nature of salvage provided to the ship, and any liabilities in connection therewith, other than such as may be covered under rules 3.5, 3.8.5, 3.14 or 3.15.

5.10 Liabilities arising out of salvage operations (including wreck removal) conducted by the ship or provided by the assured other than liabilities arising out of salvage operations conducted by the ship for the purpose of saving or attempting to save life at sea.

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5.11 Specialist Operations

Liabilities incurred during the course of performing specialist operations including but not limited to dredging, blasting, pile-driving, well stimulation, cable or pipe laying, construction, installation or maintenance work, core sampling, depositing of spoil, professional oil spill response or professional oil spill response training and tank cleaning (other than on the ship), but excluding fire-fighting, to the extent that such liabilities arise as a consequence of:

(1) claims brought by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), in respect of the specialist nature of the



SECTION E: EXCLUDED LOSSES

operations; or

2) the failure to perform such specialist operations by the assured or the fitness for purpose or quality of the assured's work, products or services; or

3) any loss of or damage to the contract work including, but not limited to materials, components, parts, machinery, fixtures, equipment and any other property which is or is destined to become a part of the completed project which is the subject of the contract under which the ship is working, or to be used up or consumed in the completion of such project.

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

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

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

5.12 Drilling and Production Operations

5.12.1 Liabilities incurred in respect of the ship, being a drilling ship or any other ship employed to carry out drilling or production operations in connection with oil or gas exploration or production, including any accommodation ship moored or positioned on site as an integral part of any such operations, to the extent that such liabilities arise out of or during drilling or production operations.

5.12.2 A ship shall be deemed to be carrying out production operations if, inter alia, it is a storage tanker or other ship engaged in the storage of oil, and either the oil is transferred directly from a producing well to the storage ship; or the storage ship has oil and gas separation equipment on board and gas is being



separated from oil while on board the storage ship other than by natural venting.

- 5.12.3 “If the ship is carrying out production operations, rule 5.12.2 shall apply from the time that a connection, whether directly or indirectly, has been established between the ship and the well pursuant to a contract under which the ship is employed until such time that the ship is finally disconnected from the well in accordance with that contract.”

5.13 Heavy Lift Ships

Loss of or damage to or wreck removal of cargo carried on a semisubmersible heavy lift ship or any other ship designed exclusively for the carriage of heavy lift cargo, save to the extent that such cargo is being carried under the terms of a contract on Heavycon terms or any other terms approved by the insurer.

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5.14 Submarines and Divers

Liabilities incurred in connection with any claim arising out of:

- 1) the operation by the assured of submarines, mini submarines or diving bells; or
- 2) the activities of professional or commercial divers where the assured is responsible for such activities, other than:
 - a. activities arising out of salvage operations being conducted by the ship where the divers form part of the crew of that ship (or of diving bells or other similar equipment or craft operating from the ship) and where the assured is responsible for the activities of such divers; and
 - b. incidental diving operations carried out in relation to the inspection, repair or maintenance of the ship or in relation to damage caused by the ship; and
 - c. recreational diving activities.



SECTION E: EXCLUDED LOSSES

5.15 Non-marine Personnel

Liabilities incurred in respect of:

- 1) personnel (other than marine crew) on board the ship (being an accommodation ship) employed other than by the assured where there has not been a contractual allocation of risks between the assured and the employer of the personnel approved by the insurer;
- 2) hotel and restaurant guests and other visitors and catering personnel of the ship when she is moored (other than on a temporary basis) and is open to the public as a hotel, restaurant, bar or other place of entertainment.

5.16 Waste Disposal

Liabilities incurred in connection with any claim brought against the assured arising out of waste incineration or disposal operations carried out by the ship, other than any such operations carried out as an incidental part of other commercial activities, not being specialist operations.

5.17 Paperless Trading

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

For the purpose of this rule:

- 1) an electronic trading system is any system which replaces or is intended to replace paper documents used for the sale of goods and/or their carriage by sea or partly by sea and other means of transport and which:
 - a are documents of title; or
 - b entitle the holder to delivery or possession of the goods referred to in such documents; or
 - c evidence a contract of carriage under which the rights and obligations of either of the contracting parties may be transferred to a third party.



(2) a 'document' shall mean anything in which information of any description is recorded including, but not limited to, computer or other electronically-generated information.





SECTION F: SCOPE OF RECOVERY AND LIMITS

6 Net Loss

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

6.2 Limits of Recovery

6.2.1 Under no circumstances shall the recovery by any person exceed:

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

6.2.2 If the claims of all insured parties in respect of liabilities insured by the insurer exceed or may exceed in the aggregate any limit of cover set out in the rules or in the policy:

- 1) the assured shall be entitled to recover in respect of such claims in priority to the claims of any other insured parties and any joint assureds shall be entitled to recover in respect of such claims in priority to the claims of any co-assureds;
- 2) where the aggregate of the claims of the assured exceeds or may exceed the said limit, the assured shall be entitled to recover in respect of such claims to the exclusion of any claims of any other insured parties;



3) where the aggregate of the claims of any joint assureds exceeds or may exceed the said limit or any part thereof remaining after application of rule 6.2.2(1), any joint assured shall be entitled to recover in respect of such claims

a to the exclusion of any claims of any co-assureds; and

b only such proportion of the remaining part of the limit as the claim of that joint assured bears to the total of all claims of all joint assureds;

4) where the aggregate of the claims of any co-assureds exceeds or may exceed the said limit or any part thereof remaining after the application of rules 6.2.2(1) and (3), any co-assured shall be entitled to recover in respect of such claims only such proportion of the remaining part of the limit as the claim of that co-assured bears to the total of all claims of all co-assureds.

6.2.3 If in the opinion of the insurer the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the policy, the insurer may defer payment of a claim or any part thereof.

6.2.4 Where a guarantee, undertaking, policy provided for in rule 4.5 has been issued and in the opinion of the insurer the claims of all insured parties in the aggregate exceed or may exceed any limit set out in the rules or in the policy, the insurer:

1) may defer payment of a claim or any part thereof as they see fit; and

2) shall not be under any obligation to reimburse an assured until they are satisfied that all liabilities arising under demands made or which may be made under any such guarantee, undertaking or policy have been or can be satisfied within such limit.



SECTION F: SCOPE OF RECOVERY AND LIMITS

- 6.3 Any limits on the cover provided by the insurer apply in the aggregate to all insured parties and affiliated or associated companies.

Assured's Property

- 6.4 If a claim arises following a collision involving two ships belonging to the same assured, he is entitled to recover from the insurer, and the insurer has the same rights, as if the ships had belonged to different owners.

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

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

6.7 Amounts Owing to the Insurer

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



6.8 Interest

In no case is interest payable on sums due from the insurer.

6.9 Pay to be Paid

Unless the insurer otherwise determines, it is a condition precedent of an assured's right to recover in respect of any liabilities that he must have first discharged or paid the same out of funds belonging to him unconditionally and not by way of loan or otherwise.

Deductibles

6.10 Any sum recoverable shall be subject to such deductible as has been agreed by the insurer or, if not so agreed, shall be subject to the standard deductibles determined by the insurer from time to time. Unless otherwise agreed, deductibles shall apply any one event.

6.11 The insurer may undertake the defense of an assured or institute legal proceedings on his behalf in respect of any amount not recoverable by reason of any deductible in order to ascertain the legal position of the assured. Although the insurer may pay the costs of such legal proceedings, the assured shall bear any damages therein adjudged or awarded against him.

6.12 Wilful Misconduct

No claim is recoverable in respect of any liabilities which in the opinion of the insurer has been incurred owing to the privity or wilful misconduct of an insured party.

6.13 Obligation to Sue and Labour

An assured must at all times take all reasonable steps to avoid or minimize any loss, damage or liability in respect of which he may be insured by the insurer. If an assured is in



SECTION F: SCOPE OF RECOVERY AND LIMITS

breach of this obligation, the insurer may reject any claim by the assured for reimbursement or reduce the sum payable by the insurer.

6.14 Waiver of Subrogation

Where a party is named as a joint assured or co-assured and a waiver of subrogation is required under a contract, rights of subrogation against such joint assured or co-assured are waived only where the insurer has agreed such a waiver; any such waiver applies only in respect of those liabilities which are borne by the assured or other joint assured under the terms of the relevant contract and not to any liabilities which are to be borne by the other party.

6.15 Sanctions

The assured shall in no circumstances be entitled to recover from the insurer that part of any liabilities which is not recovered by the insurer from any other party under any reinsurance(s) because of a shortfall in recovery from the parties or reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by any state or international organization or the risk thereof if payment were to be made by such parties or reinsurers. For the purposes of this rule 6.16 "shortfall" includes any failure or delay in recovery by the insurer by reason of the parties or reinsurers making payment into a designated account in compliance with the requirements of any state or international organization.

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SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

7. Notification

- 7.1 An assured must promptly notify the insurer in writing not later than 10 days of every matter and of every claim made by a third party against him which may lead to a claim for recovery.
- 7.2 An assured must submit his claim for reimbursement of any liabilities within 12 months of discharging or settling them, and must produce in support of each claim all information the insurer may require.

Documentation

- 7.3 An assured must notify the insurer of any information or documentation in his power, custody, control or knowledge relevant to any matter and must, as soon as requested by the insurer, give to the insurer and/or to the experts or lawyers appointed to act on his behalf all such documentation and allow it to be inspected and copied.
- 7.4 An assured must allow the insurer, or the appointed experts or lawyers, to interview any person employed by the assured whom the insurer considers may have knowledge of the matter. If any such person is required to give evidence at any legal proceedings relating to a matter, the assured will use his best endeavours to make sure he attends.

7.5 Developments

An assured must keep the insurer fully informed of the progress of any matter which will or may cause the assured to incur liabilities for which he is or may be insured by the insurer in whole or in part, including any costs or expenses, and of any action proposed in relation to such matter.



7.6 Settlement

An assured must not settle, compromise or admit liability for any matter for which he is or may be insured by the insurer in whole or in part without the approval of the insurer. If the assured does enter into a settlement agreement for any matter which may be insured by the insurer in whole or in part, the assured must notify the insurer in writing. If the insurer does not approve the settlement agreement within 15 days of notification of the matter to the insured, the settlement agreement will be invalid against the insurer.

7.7 Recovery

An assured who incurs any costs or expenses without the agreement of the insurer, or without the matter being conducted by an expert or lawyer appointed or previously approved by the insurer, will only be entitled to reimbursement by the insurer for the reasonable costs and expenses incurred.

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7.8 Evidence

An assured must not withhold or conceal any evidence which it is or may be relevant to disclose, or make any false statement. If such evidence is withheld or concealed or false statement is made, any liabilities already incurred or reimbursed by the insurer must be repaid by the assured.

8. Powers of the Insurer Relating to the Handling of Claims

8.1 The insurer shall inform the assured within five days from the date of notification made in accordance with rule 7.1, whether it will take the necessary legal steps and decisions on behalf of the assured under its own responsibility and account and assist in the defense of the assured with regards to the claim presented.

8.2 The insurer has the right to control or direct the

SECTION G: OBLIGATIONS WITH REGARD TO CLAIMS

- 8.2 conduct of any matter or legal proceedings relating to any liabilities in respect of which the assured is or may be insured by the insurer in whole or in part, and in particular to direct the assured to use a particular expert or lawyer.
- 8.3 The insurer has the right to require the assured to settle, compromise or otherwise dispose of any matter or proceeding in such manner as they see fit.
- 8.4 The insurer may at any time on notice to the assured withdraw their approval of any expert or lawyer appointed to act on behalf of the assured; in such circumstances the assured will have no further entitlement to reimbursement of any of the costs or expenses of that expert or lawyer.
- 8.5 The insurer may at any time appoint, on behalf of an assured at the expense of the insurer subject to any applicable deductible, experts or lawyers to deal with any matter which may result in liabilities in respect of which the assured is or may be insured by the insurer in whole or in part.

8.6 Effect of Non-compliance

If an assured fails to comply with any requirement under rules 7 and 8, the insurer shall not be under any obligation to reimburse him.

9 Security

- 9.1 The insurer is under no obligation to provide security on behalf of an assured, but where it is provided it shall be on such terms as the insurer considers appropriate and shall not constitute any admission of liability by the insurer for the claim in respect of which it is given.



- 9.2 An assured on whose behalf the insurer has provided security, with or without the assured's express authority, shall on demand replace the security or pay to the insurer a sum corresponding to the amount of such security whether or not such amount may be recoverable in whole or in part from the insurer.
- 9.3 In no case shall the insurer be liable for the detention of the ship, or for any other detention or attachment of an assured's assets, or for any damage whatsoever caused to an assured by reason of the provision or non-provision of security.
- 9.4 An assured shall upon demand reimburse the insurer such sum or sums as the insurer has paid on his behalf or under security provided by the insurer to the extent that such payment is, in the opinion of the insurer, in respect of liabilities not recoverable from the insurer.



SECTION H: APPLICATION AND ENTRY

INSURANCE AGREEMENT

10. Application

10.1 The policy holder must provide the insurer with all material particulars and information together with any additional particulars and information as the insurer may require.

10.2 The policy holder warrants on his own behalf and on behalf of any other person that he has provided all material information and that all such information is, so far as he knows or could with reasonable diligence ascertain, true and complete, and will remain so throughout the period of insurance. The information so provided forms the basis of the contract of insurance between the policy holder and the insurer.

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10.3 The insurer may, without giving any reason, refuse any application for the entry of a ship with the insurer.

11.1 Entry

Unless the insurer otherwise decide, each person whose entry has been accepted under the rules becomes an assured of the insurer. Whenever the insurer accepts an entry by way of reinsurance, the insurer reinsured by the insurer or person insured by such an insurer may, if the insurer agrees, become an assured.

Immediate Termination

11.2 The assured is obliged to disclose any change in any material information relating to an entry including, but not limited to, change of: management, flag, classification society, government authority responsible for ship certification for the trade in question, nationality of crew, trading or operating area or nature of trade or operation. Upon such



disclosure, or failure to disclose, the insurer may amend the assured's premium rating or terms of entry, or terminate the entry in respect of such ship.

11.3 The assured is bound by and must observe and perform the obligations under the rules, and must provide the insurer with electronic and postal addresses for service of notices.

11.4 The assured warrants that he is, in relation to the ship:
1) her owner or charterer; or
2) an insurer or operator having control of her operation and employment; or
3) any other person in possession and control of her

11.5 Under a charterer's entry, the assured warrants that he will, unless otherwise agreed with the insurer, declare to the insurer all ships chartered by him.

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12. Policy

12.1 The insurer will send the assured a policy stating the date of commencement of cover and the terms and conditions on which the ship has been accepted for insurance.

12.2 If at any time there is a variation in the terms of entry, the insurer will send the assured an endorsement stating the terms of such variation and the date from which such variation is to be effective.

12.3 Every policy issued is conclusive evidence as to its terms; if the insurer believes that such documentation contains any error or omission they may issue a new policy or endorsement which will be conclusive as aforesaid.

SECTION H: APPLICATION AND ENTRY INSURANCE AGREEMENT

13 Joint Assureds

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

Co-assureds

- 13.5 The insurer may accept an application from an assured for another person or persons to become co-assureds in respect of that assured's entry.
- 13.6 The liability of the insurer to a co-assured only extends insofar as he may be found liable to pay in the first instance for liabilities which are properly the responsibility of the assured which, if the assured has entered into a contract with the co-assured, means those liabilities which are to be borne by the



assured under such contract. Cover does not extend to any amount which would not have been recoverable from the insurer by the assured had the claim been made or enforced against him or to any liabilities to be borne by any of the co-assureds under the said contract.

- 13.7 Once the insurer has indemnified a co-assured it shall not be under any further liability to any person in respect of that claim.

Insured Parties

- 13.8 The receipt, obtained from the victim by an assured, is related to any sums paid by the insurer in respect of such an entry is sufficient discharge by the insurer for the same.

- 13.9 Any provision of the rules by which an insured party ceases either to be insured or to be entitled to recover from the insurer is deemed to apply to all insured parties. Failure by an insured party to comply with any of the obligations under the rules is deemed to be the failure of all insured parties.

- 13.10 Conduct of an insured party which would have entitled the insurer to decline to indemnify it is deemed to be the conduct of all insured parties.

- 13.11 The contents of any communication between an insured party and the insurer is deemed to be within the knowledge of all insured parties.

- 13.12 The cover provided to joint assureds and co-assureds does not extend to any liabilities or disputes either among such joint assureds and co-assureds, or with the assured.

SECTION H: APPLICATION AND ENTRY

INSURANCE AGREEMENT

13.13 Charterer Named as Joint Assured or Co-assured

Unless otherwise agreed by the insurer, where a charterer is named as a joint assured or co-assured, all insured parties, including such charterer, warrant that the charterer is either:

- 1) an affiliated or associated charterer; or
- 2) has contracted with the assured or a joint assured for the provision of services to or by the ship and that contract has been approved by the insurer.

b Any charterer named as a co-assured in accordance with rule 13.13 a (2) above is only covered for liabilities which are to be borne by the assured or other joint assured under the terms of the relevant contract and would, if borne by the assured or that joint assured, be recoverable by either from the insurer.

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Group Entries

13.14 The insurer may accept an entry on the basis that the ship is part of a group rating agreement and assess premium accordingly.

13.15 One person must be designated group principal and any communication from or on behalf of the insurer to the group principal is deemed to be within the knowledge of all insured parties in the group and any communication from and action taken by the group principal is deemed conclusively to be made with the full approval of any and all insured parties within that group.

13.16 All persons entering ships under a group rating agreement and the group principal remain jointly and severally liable to pay all amounts due to the insurer in respect of any and all ships in the same group.



Breach of Warranty

- 13.17 In the event of any breach of the warranties set out in rule, 10.2, 11.4, 11.5 and 13.4, all insured parties' insurance shall terminate as per applicable rules of TCC automatically from the time of the breach. In such circumstances, the assured shall be, and remain, liable for all premium up to the time of the breach.
- 13.18 In the event of any breach by a joint assured or a co-assured of the warranties set out in rules 13.3 and 13.13, the joint assured's or co-assured's insurance shall terminate as per applicable rules of TCC automatically from the time of the breach. If a joint assured is in breach, he shall be, and remain, liable for all premium up to the time of the breach.

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Assignment

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



SECTION I: SHIP STANDARDS AND SURVEYS

Classification and Condition of Ships

15.1 Unless otherwise agreed by the insurer, the following conditions of insurance of every ship:

1) the ship must be and remain fully classed with a classification society approved by the insurer, or, provided agreed by the insurer, remain fully approved by the government authority responsible for ship certification for the trade in question (hereafter 'society/authority')

2) any matter in respect of which the society/authority might make recommendations about action to be taken must be promptly reported to the society/authority

3) the assured must comply with all the rules, recommendations and requirements of the society/authority within the time or times specified by that society/authority

4) the insurer may inspect any document, and/or obtain any information relating to the maintenance of the ship's class or approval, in the possession of any society/authority with which the ship is or at any time has been classed or approved, and the assured authorizes such society/authority to disclose such documents and/or information to the insurer for whatever purposes they may consider necessary

5) the assured must comply with all statutory requirements of the ship's flag state relating to the construction, adaptation, condition, fitment, equipment, manning and operation of the ship and must at all times maintain the validity of such policy as are required or issued by or on behalf of the ship's flag state, including those in respect of the ISM and ISPS codes.

15.2 Unless and to the extent the insurer otherwise



decides, an assured is not entitled to any recovery in respect of any liabilities arising during a period when any of the conditions in rule 15.1 have not been complied with.

15.3 Entry Surveys

15.3.1 The insurer may, as a condition of acceptance or renewal of entry with the insurer, appoint a surveyor to inspect an policy holder's or assured's ship. In the light of such survey, the insurer may decline the application, refuse to renew the entry or impose conditions on the terms of entry as they see fit.

15.3.2 Prior to the sight and acceptance of the survey report by the insurer in writing, it is a condition precedent that the insurer shall not be liable for any claims resulting from or in connection with any defect that would have been noticed by the surveyor had the Condition Survey been undertaken on inception date.

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15.4 Routine or Claim Surveys and Reviews

The insurer may at any time, or following an accident which will or may cause the assured to incur liabilities for which he may be insured by the insurer, appoint a surveyor to inspect an assured's ship or undertake a review of the assured's operations within a specified period. If the ship is not made available for survey, or the review does not take place, within such period, no claim for recovery as a result of any incident arising after the expiry of such period will be allowed.

15.5 Surveys Following Lay-up

In the event that an assured has laid the ship up for more than 90 consecutive days he must, unless otherwise agreed by the insurer, notify them of his intention to trade the ship



SECTION I: SHIP STANDARDS AND SURVEYS

at least seven days before she resumes trading. The insurer may then require the assured to have that ship inspected by a surveyor appointed by them. In the event that the assured does not notify the insurer of his intention to trade the ship, no claim for recovery will be allowed.

15.6 Effect on terms of Entry

In the light of a survey or review the insurer may:

- 1) terminate the assured's entry; or
- 2) amend, vary or impose conditions on the terms of entry as they see fit

15.7 Effect of Non-compliance

Any recommendations made by the insurer or a surveyor following any survey or review must be carried out within the time specified by, and to the satisfaction of, the insurer and no recovery shall be allowed in respect of any incident arising after any such recommendations have been made until they have been complied with to the satisfaction of the insurer.





SECTION J: PERIOD OF INSURANCE

Policy Period

- 16.1 Unless otherwise agreed at the time of entry or set out in the rules, the insurance provided by the insurer begins at the time stated in the assured's policy, and continues for a period of 12 months, or other period as stated on the policy, unless terminated in accordance with the rules.
- 16.2 If an assured does not wish to continue the insurance in respect of the ship he must give notice in writing to the insurer not later than 30 days before the expiry of the period of insurance.
- 16.3 The ship may not be withdrawn at any other time or in any other manner except with the consent of the insurer.

16.4 Insurers' Notice

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The insurer may, in respect of the ship, at any time and by giving valid reasons;

- 1) give to an assured seven days' notice that he is not entitled to any recovery in respect of any claim arising during the period from expiry of that notice until such further time as the insurer specifies; or
- 2) terminate the entry on 30 days' notice in writing given not later than 30 days before the expiry of the period of insurance.

16.5 Pro-rata Premium

Subject to rule 18, an assured is only liable for premium in respect of the ship pro-rata for the period from the time stated in the assured's policy until noon 12:00 (Turkey)

- 1) on the day ownership was legally transferred; or
- 2) on the date of cessation of insurance.

Cessation of Insurance

- 17.1 An assured shall cease to be insured by the insurer in respect of any and all ships entered by him if:
- 1) being an individual, he dies, becomes of



unsound mind, or bankrupt or makes any arrangement with his creditors generally; or

2) being a company, a resolution is passed for its voluntary winding-up or an order is made for its compulsory winding up or it is dissolved or seeks protection from its creditors under any applicable bankruptcy or insolvency laws or any similar event occurs in any applicable jurisdiction.

17.2 An assured shall cease to be insured by the insurer in respect of any ship entered by him if:

1) he sells or assigns the whole or any part of his interest in the ship, unless the insurer have agreed to such assignment and to an assignment of the relevant insurance by the insurer pursuant to rule 14.1; or

2) the ship becomes, or is accepted by hull underwriters as, an actual or constructive total loss, or there is a compromise reached with hull underwriters, or the insurer decide, that the ship can be considered or deemed to be an actual or constructive total loss, except as regards liabilities flowing directly from the casualty which gave rise to the actual or constructive loss of the ship, or such later date as the insurer may determine; the insurer may, however, agree to extend the period of insurance on such terms as they think fit; or

3) notice is given under rules 16.2 to 16.4 and is not withdrawn by agreement before the expiry of the period of insurance; or

4) the entry is terminated or ceases in accordance with rules 15 or 16.4; or

5) the ship is employed by the assured in a carriage, trade, voyage or operation which will thereby in any way howsoever expose the insurer to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by



SECTION J: PERIOD OF INSURANCE

any state or international organization, or if the provision of insurance for a carriage, trade, voyage or operation is or becomes unlawful, prohibited or sanctionable, unless the insurer shall otherwise determine.

Cancellation of Insurance

17.3 If an assured fails to pay when due and demanded by the insurer any sum owing from him to the insurer including any sum for which he is liable under rule 13.16:

1) unless and to the extent the insurer otherwise decides, an assured will not be entitled to any recovery in respect of any claim arising from the date of such failure until the date such sum owing to the insurer is paid in full; and

2) his insurance will be cancelled, whether or not it may already have ceased for some other reason, if after service on him of a notice stating that there are sums owing and requiring payment by a specific date he fails to pay any sum in full on or before such date.

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

Effect of Cessation of Insurance

17.5 Where an assured ceases to be insured in respect of any ship or at all ('the date of cessation') then:

1) such assured and his successors are, and remain, liable for all premium in respect of that part of the policy year for which the ship was on risk, and previous policy years

2) the insurer remains liable for all claims arising out of any event occurring before the date of cessation, but is under no liability for anything occurring after the date of cessation



- 17.6 When an assured ceases to be insured under rule 16.4 he remains liable for premium for the policy year in which the cessation occurs pro-rata only for the period beginning with the date of entry and ending with the date of termination.
- 17.7 When an assured ceases to be insured by virtue of rule 17.2(2), he continues to be insured by the insurer in respect of wreck liabilities in accordance with rules 3.8.6 and 3.11, and on such other terms as may be agreed by the insurer.

17.8 Effect of Cancellation of Insurance

When an assured's insurance is cancelled under rule 17.3 then:

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

➤ SECTION K: PREMIUMS

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- 18.1 The assured agrees to pay all premium and other sums determined by the insurer, in such manner and at such time as the insurer may require.
- 18.2 If an assured does not notify and submit his claim for reimbursement to the insurer in writing within three months under rule 16.5, or within three months of the end of the policy year under rule 18.2, no allowance or return shall be made unless the insurer otherwise determine.

19.1 Payment

- 19.1.1 Any premium or other sums due shall be designated in such currency, and be payable in such manner and at such time, as the insurer may specify. If any sum due is not paid on the specified date, time being of the essence, such assured shall pay interest on the amount outstanding from that date until the date of payment at such rate as the insurer determines. The insurer may, however, waive payment of interest in whole or in part.
- 19.1.2 Where an assured has appointed a broker, the broker is the agent of the assured. Payments of the premium and other sums due to the insurer shall not be considered received by the insurer until actually received by it, and payment by the assured to his broker or other intermediary shall not constitute payment to the insurer.
- 19.1.3 Where the assured has appointed a broker, payment by the insurer to the broker of sums due to the assured shall constitute payment to the assured. Any such payment shall fully discharge the insurer's liability in respect of such sums.



19.2 Lien

If the ship, which is subject to insurance coverage, is not in the possession of the assured, the assured acknowledges that together with the policy holder, he shall be jointly and severally liable for all the claims arising from contract of insurance in favor of the insured; in this regard, the assured acknowledges that for all the claims of the insured, precautionary attachment shall be applicable to every ship, which are in possession of the assured, in accordance with the articles 1352 p.1(r), 1353 and 1369 of Turkish Commercial Code numbered 6102.





SECTION L: GENERAL TERMS AND CONDITIONS

20.1 Whenever the insurer's agreement or approval is required by the rules, it must be given in writing, and no agreement or approval shall be of any effect in the absence of such written agreement.

20.2 Disclosure

The insurer shall be entitled to give disclosure of information relating to the assured's business which has become known to the insurer where such disclosure is required by law, or any rule, regulation, order or direction of any authority or if necessary for the proper performance of the insurer's obligations.

Notices

20.3 All notices and documents required by the rules to be given to the insurer must be in writing and addressed to the insurer.

20.4 All notices and documents required by the rules to be served on an assured may be served as the insurer decides either personally, or by post, fax or e-mail to him:

- 1) at his address as recorded by the insurer; or
- 2) at any other address he has notified the insurer as being his address for service; or
- 3) at any address of a broker or agent through whom any ship has been entered in the insurer.

20.5 Every notice and document served personally is deemed served on the day of service; if served by post, fax or e-mail is deemed served on the second day after posting or sending. Proof of posting is sufficient proof of service by post, while the insurer's record of any electronic communication is sufficient proof of service by other means.



21 Law and Jurisdiction

Any and all disputes arising out of or in connection with the rules and any contract of insurance between the insurer and an insured party are governed by and construed in accordance with Turkish Law and shall be referred to the Istanbul Commercial Court which specializes in Maritime affairs and Istanbul Enforcement Offices unless the parties agree otherwise





SECTION M: ADDITIONAL COVERS

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

21.1 Contractual Liabilities Extension

Cover

21.1.1 Section C "Risks Covered" of the Rules, is hereby extended to cover liabilities which arise under the terms of an indemnity or contract falling outside the standard risks, subject to prior sight and written approval of the contract relating to the risks by the Insurer.

Exclusions

21.1.2 There shall be no recovery for liabilities:
1) for which the Assured is covered if the ship is entered for standard risks in the Insurer;
2) relating to any of the risks which are excluded by the rules or in the Assured's policy of insurance

Deductible and Limit of Cover

21.1.3 Deductible and limit of cover for this extension shall be that set out in the Assured's policy of insurance.

21.2 Salvor's Liability Extension

Cover

21.2.1 Section C "Risks Covered" of the Rules, is hereby extended to cover liabilities, which an Assured, being a professional salvor, may incur, arising out of salvage operations performed by him where the Insured Vessel is used or intended to be used in salvage operations, but only where such cover has been first agreed by the Insurer in writing.

21.2.2 Liabilities in respect of oil pollution arising out of salvage operations where such liabilities do not arise in relation to the Insured Vessel but arise in connection with the Assured's business as a professional salvor are included.

21.2.3 Liabilities other than oil pollution arising out of salvage operations where such liabilities do not arise in relation to



the Insured Vessel but arise in connection with the Assured's business as a professional salvor are included.

Exclusions

21.2.4 There shall be no recovery under paragraphs 2 and 3 for liabilities of the Assured under contract where they would not have arisen but for the existence of such a contract, unless they are assumed in respect of sub-contractors' legal liability.

21.2.5 Following paragraphs represent overriding general exclusions of "Salvors Liability Extension" clauses;
1) Liabilities for which the Assured is covered if the Insured Vessel is entered for standard risks with the Insurer, or another insurer affording equally wide cover
2) Liabilities relating to any of the risks which are excluded in the Assured's Certificate of Insurance, unless otherwise agreed by the Insurer.

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21.3 Specialist Operations Extension

Cover

21.3.1 Section C "Risks Covered" of the Rules, is hereby extended to include claims brought by third parties in respect of the specialist nature of the operations, subject to such liabilities are related to perils described under the same Section. It is hereby agreed this extension may respond to claims brought by parties who may be receipt of such services from the Assured, or third parties who allege to have suffered damages arising from specialist operations provided by the Assured.

Exclusion

21.3.2 Paragraphs 5.11.2 and/or 5.11.3 of Section C "Risks Covered" under the Rules, and claims arising from use of equipment(s) which is/are not permanently connected to the Vessel are overriding exclusions of this wording.



SECTION M: ADDITIONAL COVERS

21.4 P&I War Risks Clauses

Cover

21.4.1 It is hereby agreed that the Section D “Excluded Risks”, paragraph 4.3 is cancelled.

21.4.2 This clause shall only operate in respect of the standard risks in the rules and shall not operate in respect of any special risks.

Excluded Areas

21.4.3 At any time or times before, or at the commencement of, or during the policy year, the Insurer may determine that any places or areas be excluded from the cover hereunder.

21.4.4 Unless otherwise agreed by the Insurer the cover shall cease in respect of the places or areas so determined in accordance with paragraph 2.1 upon the expiry of seven days from midnight, from declaration of places and areas excluded from the cover.

Cancellation

21.4.5 Cover may be cancelled by either the Insurer or the Assured giving seven days notice (such cancellation becoming effective upon the expiry of seven days from midnight on the day on which such notice is issued by or to the Insurer). [The Insurer, at its own discretion, may agree to reinstate cover subject to agreement with the Assured as to new terms of entry.]

Grounds for Automatic Cancellation

21.4.6 Whether or not notice of cancellation has been given, cover shall terminate automatically:

- 1) upon the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People’s Republic of China, or any war involving Turkey.
- 2) in respect of the insured ship if she is requisitioned either for title or use.



Other Exclusions and Nuclear Risks

- 21.4.7 Loss, damage, liability or expense arising from are excluded;
- 1) the outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, the Russian Federation, the People's Republic of China, or any war involving Turkey
 - 2) in respect of the insured ship if she is requisitioned either for title or use
 - 3) Section D "Excluded Risks", paragraph 4.4, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Assured or his servants or agents,

Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Computer Virus Exclusion

- 21.4.8 This paragraph shall override anything contained in this insurance inconsistent therewith.
- 1) In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from;
 - any chemical, bio- chemical or electromagnetic weapon,- the use or operation, as a means for inflicting harm, of any computer virus

TOPIA Exclusion

- 21.4.9 In no case shall this cover provide insurance for any losses, liabilities, costs or expenses if the provision of such insurance would create a liability for the Assured under TOPIA 2006 to contribute to the IOPC Supplementary Fund.

Deductibles

- 21.4.10 The cover shall apply, any one event, in excess of the greater of:
- 1) US\$50,000, or
 - 2) the proper value of the ship (proper value meaning the market value of the ship free of any commitment; where the proper value exceeds US\$100 million, the



SECTION M: ADDITIONAL COVERS

proper value will be deemed to be US\$100 million), or;
3) the amount recoverable under any other policy of insurance, whether of war risks or otherwise.

Limit of Liability

21.4.11 The limit of liability provided under this extension cover shall be same as the insurance policy, unless noted otherwise on the insurance policy, and always combined with the policy limit.

22. Maritime Labour Convention Extension Clause 2017

1. Subject only to the other provisions of this extension, the insurer shall discharge and pay on the assured's behalf under the 2006 Maritime Labour Convention, as amended (MLC 2006) or domestic legislation by a state party implementing MLC 2006:

(a) Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and

(b) Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.

2. The assured shall reimburse the insurer in full:

(a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.2; and 6

(b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under rule 3.1.1.

3. There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.

4. The insurer shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the assured or the



assured servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:

- (a) Any chemical, biological, bio-chemical or electromagnetic weapon
- (b) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

5. (a) This extension may be cancelled in respect of war risks by the insurer on 30 days' notice to the assured (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).

(b) Whether or not such notice of cancellation has been given this extension shall terminate automatically in respect of war risks:

(i) Upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;

(ii) In respect of any ship, in connection with which cover is granted hereunder, in the event of such ship being requisitioned either for title or use.

(c) This extension excludes loss, damage, liability or expense arising from:

(i) The outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, The Russian Federation, the People's Republic of China;

(ii) Requisition for title or use.

6. This extension shall be subject to rules 4.4, 4.8, 6.15 ve 17.2(5).

7. Without prejudice to paragraph 5, cover under this extension shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.12.

8. Any dispute arising out of or in connection with this extension shall be resolved in accordance with rule 21.

9. For the purpose of this extension:

"Seafarer" shall have the same meaning as in MLC 2006.

"War Risks" means the risks set out in rule 4.3.

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

www.turkpandi.com



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CORRESPONDENTS



Albania (GMT +1)

DURRES

SAMER&MISA Sh.P.K. (Ltd)

Lagja No. 3, Sheshi "Liria", EGT Tower, Kati peste (5th Floor)

Phone: +355 52 22 22 36

Fax: +355 52 22 22 36

Email: samer-misa@samer-misa.com

Web: www.samer.com

Out of hours:

Ilir Misa

Phone: +355 52 23 53 25

Mobile: +355 68 20 24 704

Eno Xhako

Mobile: +355 69 20 24 706



Algeria (GMT +1)

ALGIERS

Sarl BUDD

Cite des 720 Logements, Bt 4 No 2, Les Vergers, Bir-Mourad-Rais 16330, Algiers

Phone: +213 21 44 66 76

+213 21 54 40 39

Fax: +213 21 54 30 53

+213 21 54 43 26

Email: budd.algerie@budd-pni.com buddalgiers@gmail.com

Web: www.budd-pni.com

Out of hours:

Zakia Rahali

Phone: +213 21 44 09 37

Mobile: +213 661 50 76 10

Email: zakia.rahali@budd-pni.com

S.A.E MORY & Co - Algeria

16 Rue des Frères Ould Ahcene - El Makari - Oran

Phone: +213 41 284 154/62

Fax: +213 41 284 164

Email: ops-oran@saem-dz.com

Web: www.saem-dz.com

Out of hours:

Nabil Mrabet

Mobile: +213 661 205 984

L. Chaib

Mobile: +213 661 105 986



Sarl BUDD

Cite des 720 Logements, Bt 4 No 2, Les Vergers, Bir-Mourad-Rais 16330, Algiers

Phone: +213 21 44 66 76 / +213 21 54 40 39

Fax: +213 21 54 30 53 / +213 21 54 43 26

Email: budd.algerie@budd-pni.com / buddalgiers@gmail.com

Web: www.budd-pni.com

Out of hours:

Zakia Rahali

Phone : +213 21 44 09 37

Mobile: +213 661 50 76 10

Email : zakia.rahali@budd-pni.com

International Company for Inspection & Consulting "I C I C" Ltd

Cité Patrice Lumumba BT A2 Bloc P n°03 Annaba

Phone: +213 38 802 999

Fax: +213 38 802 999

Email: infos@icic-ltd.com

Web: www.icic-ltd.com

Out of hours:

Kemal Huermi

Mobile: +213 557 567 163

Neffous Shipping & Consulting P&I

Sidi Ahmed / Hai Oultache Ilot 3, no 73 06000 - Bejaia

Phone: +213 770 56 6123

Fax: +213 341 11 341

Email: bejaia@neffous-pandi.com

Out of hours:

Capt. Ahmed Medjtouh

Mobile: +213 553 25 8339

+213 662 16 2640

Neffous Shipping & Consulting P&I

28, Bd Ahmed Ben Abderezak DZ-31000 - Oran

Phone: +213 41 38 52 19

Fax: +213 41 38 52 61

Email : nscalgeria@wanadoo.fr

Out of hours:

Mohammed Mankour Neffous

Phone: +213 41 50 47 45

Mobile: +213 661 20 95 85

Email : mail@neffous-pandi.com

S.A.E MORY & Co - Algeria

16 Rue des Frères Ould Ahcene - El Makari - Oran

Phone: +213 41 284 154 / 62

Fax: +213 41 284 164

Email: ops-oran@saem-dz.com

Web: www.saem-dz.com

Out of hours:

Nabil Mrabet

Mobile: +213 661 205 984

L. Chaib

Mobile: +213 661 105 986



Angola (GMT +1)

LUANDA

Africa P&I Capita Marine Services

Avenida do Brazil L30/3 Andar Appart. F Bairro Cote Valodia, Sambizaga Luanda

Phone: +244 222 431 350

Fax: +244 222 372 624

Email: angola@africapandi.com

Web: www.etic-sas.com

Out of hours:

Lawrence Otto

Mobile: +244 926 159 179

+244 921 033 378

BUDD Angola

Cite des 720 Logements, Bt 4 No 2, Les Vergers, Bir-Mourad-Rais 16330, Algiers

Phone: +244 22 621 5177

Fax: +244 22 621 5177

Email: budd.angola@budd-pni.com / general.marseille@budd-pni.com

Web: www.budd-pni.com

Out of hours:

Mr. Filipe Bonfirm

Mobile: +244 912 500 503

Email: filipe.bonfirm@budd-pni.com / mainstay@ebonet.net

Mr. Hilario Simba

Mobile: +244 924 868 783

Email: hilario.simba@budd-pni.com

Pinto Basto (Angola)

Rua Rainha Ginga, N:187 R/C, Lojas L, MN, Luanda

Phone: +244 222 333 242

Fax: +244 222 372 355

Email: vera.mexia@pintobasto.com

Web: www.pintobasto.com

Out of hours:

Mrs. Maria Helena

Mobile: +351 919 370 541

Email: maria.helena@pintobasto.com

Mrs. Vera Figueiredo

Mobile: +244 91 495 08 84 / +244 94 990 10 10

Email: piangola@pintobasto.com

Mr. Joao Azeredo

Mobile: +351 912 231 134

Email: joao.azedo@pintobasto.com



Antigua & Barbuda (GMT +1)

ST JOHN'S

Cariconsult Antigua Limited

Darkwood View, PO Box W1844, Saint John's

Phone: +1 268 464 2778

+1 246 231 2196

Fax: +1 268 560 8206

Email: group@ccconsult.com.bb

Web: www.steers.com.bb

Out of hours:

Ken Stuart

Phone: +1 268 464 2778



Argentina (GMT -3)

Buenos Aires

Pandi Liquidadores SRL

Viamonte 494 - 8vo, Piso (C1053ABJ), Buenos Aires

Phone: +54 11 4313 3500

Fax: +54 11 4313 3161

Email: pandi@pandi.com.ar

Out of hours:

Alberto Trigub

Phone: +54 11 4801 7606

Mobile: +54 9 11 4449 1450

Ricardo Crisp

Phone: +54 11 4786 3080

Mobile: +54 9 11 3692 7788



Aruba (GMT -4)

ARUBA

Firma CS Gorsira (Aruba) NV

P O Box 533, Caya G F "Betico", Croes #222 - Unit 12, Cayena Mall, Oranjestad Aruba D W 1

Phone: +297 58 24124

+297 58 21953

Fax: +297 58 25988

Email: bronswinkelh@vrshipping.com

vropsaua@vrshipping.com

Out of hours:

Hanley Bronswinkel

Mobile: +297 593 0973



Australia (GMT +7 ½ /+11)

ADELAIDE(South Australia)

Aus Ship P&I

17 Kurrambi Crescent, Hallett Cove, SA, 5158

Phone: + 61 (0)8 8381 1177

Fax: + 61 (0)8 8381 1677

Email: adelaide@ausship.com.au

Out of hours:

Captain Nello Magliulo

Phone: + 61 (0)8 8381 1177

Mobile: + 61 (0)403 024 561

BRISBANE

Aus Ship P&I

PO Box 1069, Mooloolaba, QLD, 4557

Phone: + 61 (0)478 184 698

Fax: + 61 (0)7 5309 6113

Email: brisbane@ausship.com.au

Out of hours:

Captain Greg Pugh:

Mobile: + 61 (0) 478 184 698

CAIRNS

Aus Ship P&I

P.O. Box 3563, HermitPark, Townsville, QLD 4812

Phone: + 61 (0)7 4778 8017

Fax: + 61 (0)7 4771 6280

Email: townsville@ausship.com.au

Out of hours:

Capt. William Dawson

Phone: + 61 (0)7 4778 8017

Mobile: + 61 (0)419 203 787

DARWIN

Aus Ship P&I

PO Box 1302, Palmerston, Northern Territory 0830

Phone: + 61 1300 736 647

Fax: + 61 (0) 8 6323 0614

Email: darwin@ausship.com.au

Out of hours:

Abdul Quader

Mobile: + 61 (0) 418 797059



Australia (GMT +7 ½ /+11)

HOBART

Aus Ship P&I

P.O. Box 338, Ulverstone, Tasmania, 7315

Phone: + 61 (0)3 6429 3272

Fax: + 61 (0)3 6429 3264

Email: tasmania@ausship.com.au

Out of hours:

Captain Brian Peters

Phone: + 61 (0)3 6429 3334

Mobile: + 61 (0)418 140 085

FREMANTLE

Aus Ship P&I

39 Canning Beach Road, Applecross, Western Australia, 6153 Po Box 1053, Applecross, W.A.6153

Phone: + 61 (0)8 9316 0879

Fax: + 61 (0)8 9316 0879

Email: fremantle@ausship.com.au

Out of hours:

Captain Ajay Tandon:

Phone: + 61 (0)8 9316 0879

Mobile: + 61 (0)411 871 311

Nayan Tandon

Mobile: + 61 (0)410 502 626

MELBOURNE

Aus Ship P&I

2B Ross Street, Toorak, VIC, 3142 Melbourne

Phone: + 61 (0)3 9833 7052

Fax: + 61 (0)3 9824 1644

Email: melbourne@ausship.com.au

Out of hours:

Chris Will

Mobile: + 61 (0)438 982 111

Stuart Will

Mobile: + 61 (0)438 982 222



Australia (GMT +7 ½ /+11)

NEWCASTLE (New South Wales)

Aus Ship P&I

PO Box 173, Belmont, NSW, 2280

Phone: + 61 (0)417 235 947

+ 61 (0)407 838 734

Fax: + 61 (0)2 8920 2933

Email: newcastle@ausship.com.au

Out of hours:

Captain Brendan Quinlan:

Phone: + 61 (0)2 4945 5629

Mobile: + 61 (0)417 235 947

PERTH

Aus Ship P&I

48 Henry Bull Drive, Bullcreek, Western Australia, 6149

Phone: + 61 (0)8 9319 1287

Fax: + 61 (0)8 9339 8023

Email: fremantle@ausship.com.au

Out of hours:

Captain Ajay Tandon:

Mobile: + 61 (0)411 871 311

Captain Fred De Rooij

Mobile: + 61 (0)411 871 312

SYDNEY

Aus Ship P&I

Suite 502a, Level 5, 15 Blue Street, North Sydney, NSW 2060

Phone: + 61 (0)2 8920 3222

Fax: + 61 (0)2 8920 2933

Email: sydney@ausship.com.au

Out of hours:

James Neill

Mobile: + 61 (0) 425 263 633

Drew James

Phone: + 61 (0)2 9489 2015

Mobile: + 61 (0) 407 892 015

Eduardo Palacios

Mobile: + 61 (0) 421 249 120

John Waugh

Phone: + 61 (0)294 494 550

Mobile: + 61 (0)425 264 479

Castellino

Phone: + 61 (0)298 991 719

Mobile: + 61 (0)412 737 270



Azores (GMT)



TURKP&I

Bensaude Agentes De Navegacao Lda

Rua Vasco Da Gama 42, 9900-017 Horta, Faial Island

Phone: +351 292 293 033

Fax: +351 292 292 940

Email: shipping.hor@bensaude.pt

Web: www.shipping.bensaude.pt

Out of hours:

Marco Quadros

Mobile: +351 918 792 536

Delcio Silva

Mobile: +351 917 515 312



Azerbaijan (GMT +5)

Vitsan Co Ltd. (Azerbaijan)

Ceyhun Selimov Street, No: 7/129 AZ 1078 Baku

Phone: +994 12 430 53 88

Fax: +994 12 497 68 93

Email: office@vitsanbaku.com

vitsan@vitsan.com.tr

Out of hours:

Salih Akkaya

Mobile: +90 532 794 75 41

171



Bahamas (GMT -5)

West Atlantic Marine Ltd

#12 Shelly Street, DMG Marine Centre, P O Box F-41848, Freeport,
Grand Bahama Island, Bahamas

Phone: +1 242 352 8371

Fax: +1 242 352 9014

Email: wamcosmunnings@gmail.com

Out of hours:

Sydnee Munnings

Mobile: +1 242 427 6707



Bahrain (GMT +3)

BAHRAIN

Gulf Agency Co (Bahrain) WLL

P O Box 412, Building 21 Road 220, Muharraq, Bahrain

Phone: +973 1733 9777

Fax: +973 1732 0498

Email: bahrain@gac.com

Out of hours:

Ravindu Rodrigo

Mobile: +973 3979 9074

Email: ravindu.rodrido@gac.com

Joseph Godson

Mobile: +973 39 678 895

Email: joseph.godson@gac.com

Mike Camara

Mobile: +973 39 690 205

Email: mike.camara@gac.com

Inchcape Shipping Services W.L.L.

P.O. Box 828, Sitra, Bahrain

Phone: +973 178 211 63

+973 178 211 54

Fax: +973 1772 0974

Email: pandi.bahrain@iss-shipping.com

Web: www.iss-shipping.com

Out of hours:

Mr Vinod Madasseri

Mobile: +973 3940 7163

Email: m.vinod@iss-shipping.com

Captain Kevin Ephraim

Mobile: +973 3998 1402

Email: kevin.ephraim@iss-shipping.com

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Bangladesh (GMT +6)

Interport Maritime Limited

HBFC Building (5th Floor), 1/D Agrabad C/A, Chittagong - 4100

Phone: +880 31 252 5065

Fax: +880 31 728 262

Email: chittagong@interport.org / interportctg@gmail.com
www.interport.org

Out of hours:

Ms. Kausar Parveen

Mobile: +880 1715 003911

Email: kausar@interport.org

Captain Mohiuddin Abdul Kadir

Mobile: +880 181 931 3702

Email: mak@interport.org



Barbados (GMT -3)



TURKP&I

BRIDGETOWN

Cariconsult International Ltd

Castle Close, Sam Lord's Castle, St Philip, BB 18071

Phone: +1 246 423 6412

Fax: +1 246 423 0985

Email: cconsult@ccconsult.com.bb

Web: www.steers.com.bb

Out of hours:

Rupert Steer

Phone: +1 246 231 2196

Mobile: +1 246 253 6412



Belgium (GMT +1)

ANTWERP

DUPI Antwerp NV

Frankrijklei 33 b.2, B-2000 Antwerp, Belgium

Phone: +32 3 206 00 50

Fax: +32 3 206 00 59

Email: antwerp@dupi.com

Web: www.dupi.com

Out of hours:

Captain Jean-Louis Tack

Mobile: +32 475 745 445

Email: jean-louis.tack@dupi.com

Mrs. Monique Lardot

Mobile: +32 478 989 806

Email: monique.lardot@dupi.com

Mrs. Sophie Van Wijnendaele

Mobile: +32 473 755 923

Email: sophie.van.wijnendaele@dupi.com

Langlois & Co

115 Frankrijklei, B-2000 Antwerp

Phone: +32 3 225 0655

Fax: +32 3 232 8824

Email: claims@langlois.be

Web: www.langlois.be

Out of hours:

Kurt Van Coppenolle

Mobile: +32 475 719560

Steve Van den Berghe

Mobile: +32 475 354660

Guy Loriers

Mobile: +32 475 453959

Dirk Verbist

Mobile: +32 477 317148



Belize (GMT -6)

BELIZE CITY

MCA-Belize

14 Fort Street Belize City, Belize CA

Phone: +501 224 5286/501 227 8855

Fax: +501 227 7100/501 223 1657

Email: mca@eurocaribe.bz

Web: www.maritime-claims.com

Out of Hours:

Michael Williams

Mobile: +501 223 33140



Benin (GMT +1)

TCI (Africa) Cotonou

PO Box 03-1060, Cotonou

Phone: +229 21 31 13 42

Fax: +229 21 31 18 37

Email: tci-cotonou@tci-africa.com

Out of hours:

Nourou Oumorou

Mobile: +229 96 531414

Ernest Gdeda

Mobile: +229 95 84 00 44

Florentin Codjia

Mobile: +229 96 570787

Budd Benin

151 Avenue Van Vollen Hoven Avlékété, Cotonou, Benin

Phone: +229 21 318 406

Fax: +229 21 318 456

Email: budd.benin@budd-pni.com

Web: www.budd-pni.com

Out of hours:

Mr E. Boula

Mobile: +229 97 014 371

Email: emmanuel.boula@budd-pni.com



Bermuda (GMT -4)



TURKP&I

HAMILTON

Meyer Agencies LTD

35 Church Street, Hamilton HM 12

Phone: +1 441 296 9798

Fax: +1 441 295 4556

Email: shipping@meyer.bm

Web: www.meyer.bm

Out of hours:

Mr. Joe Simas

Mobile: +1 441 337 8384



Brazil (GMT -3)

BELEM

Williams Brothers Ltda

Rua Santo Antonio 316, Conj 501 Centro, 66010 090 Belem

Phone: +55 91 3222 4973

Fax: +55 91 3223 9432

Email: wilpandi@williams.com.br

Web: www.williamsbrothers.com.br

Out of hours:

Jorge Eduardo

Mobile: +55 91 9995 3715

CABEDEL

Williams Brothers Ltda

Rua Aderbal Piragipe 42, Cabedelo

Phone: +55 81 3462 2634

Fax: +55 81 3327 2300

Email: wilpandi@williams.com.br

Web: www.williamsbrothers.com.br

Out of hours:

Marcus Vinicius

Mobile: +55 83 9986 4953

FORTALEZA

Williams Brothers Ltda

Avenida Barao de Studart 2360, Sala 05 Ed. Torre Quixada, Aldeota, Fortaleza, CEP 61120-002

Phone: +55 85 3246 2744

Fax: +55 81 3327 2300

Email: wilpandi@williams.com.br

Web: www.williamsbrothers.com.br

Out of hours:

Daniel Barcelos

Mobile: +55 85 9933 0350

Samuel Diogenes

Mobile: +55 85 9707 3708



Brazil (GMT -3)

MACEIO

Williams Brothers Ltda

Rua Barao de Jaragua 292, Maceio AL 57.025.140

Phone: +55 82 3223 2299

Fax: +55 82 3221 9710

Email: willmcz@williams.com.br

Web: www.williams.com.br

Out of hours:

Ageu Nascimento

Phone: +55 82 3325 1120

Mobile: +55 82 9976 6323

RECIFE

Williams Brothers Ltda

Rua Prof Aurelio de Castro Cavalcante 339, Boa Viagem, Recife/PE CEP: 51130-280

Phone: +55 81 3341 7081

Fax: +55 81 3327 2300

Email: wilpandi@williams.com.br

Web: www.williams.com.br

Out of hours:

Gabriel T De Oliveira Jr

Phone: +55 81 3462 1794

Mobile: +55 81 9971 2202

Deborah Spangler

Mobile: +55 81 9926 9841

Mario Williams

Phone: +55 81 33275842

Mobile: +55 81 9971 2203

RIO DE JANEIRO

Representacoes Proinde Ltda

Av Rio Branco No. 45 - Suite 2402, Rio de Janeiro, RJ, CEP 20 090-003

Phone: +55 21 22536145

Fax: +55 21 22536619

Email: proinde.rio@proinde.com.br

Web: www.proinde.com.br

Out of hours:

Roosevelt Derossi Lomba

Phone: +55 21 2590 8032

Mobile: +55 21 98778 8962

Jorge L Tavares

Mobile: +55 21 98778 8963



Brazil (GMT -3)

SALVADOR

Williams Brothers Ltda

Rua Portugal No 57 Suite 701, Ed Status Comercio,
Salvador, Bahia Brazil, CEP: 40015-000

Phone: +55 71 32415122

Fax: +55 71 32439048

Email: wilssa@williams.com.br

Web: www.williamsbrothers.com.br

Out of hours:

Almir Queiroz

Mobile: +55 71 9974 0986

SAO LUIS

Williams Brothers Ltda

Rua Inacio de Xavier Carvalho 151, 505 Sao Luis - MA 65076.360

Phone: +55 98 3235 8050

Fax: +55 81 3327 2300

Email: wilpandi@williams.com.br

Web: www.williamsbrothers.com.br

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Out of hours:

Carlos Jorge

Mobile: +55 98 8111 0931

VITORIA

Williams Brothers Ltda

Av. Jerônimo Monteiro, 240 Ruralbank Building, 1210, Vitória,

Phone: +55 27 3223 0238

Fax: +55 27 3223 2441

Email: wilpandi@williams.com.br

wiltvix@williams.com.br

Out of hours:

Manoel Tavares

Mobile: +55 27 9981 2373

➤ **British Virgin Islands (GMT -4)**

TORTOLA

O'Neal Webster

Simmonds Building, 30 Decastro Street, Road Town, Tortola

Phone: +1 284 494 5808

Fax: +1 284 494 5811

Email: info@onealwebster.com

Web: www.owomfg.com

Out of hours:

Paul Dennis

Phone: +1284 494 4475

➤ **Bulgaria (GMT +2)**

BOURGAS

Fidelitas Ltd

3 Industrialna Street, Ground Floor, 8000 Bourgas

Phone: +359 700 33 990

Fax: +359 52 600453

Email: sales@fidelitas.bg

Web: www.fidelitas.bg

Out of hours:

Vladimir Kostov

Mobile: +359 8 89470970

VARNA

Fidelitas Ltd

45A Alexander Dyakovich Street, BG-9000 Varna

Phone: +359 52 953 333

Fax: +359 52 600453

Email: sales@fidelitas.bg

Web: www.fidelitas.bg

Out of hours:

Biser Diveri

Mobile: +359 888 925825

Ognyan Kostov

Mobile: +359 888 416416



Cambodia (GMT +7)

PHNOM-PENH **CIS Pandi Services**

No. 168KA Street 598, Sangkat Toul Sangke, Khan Russey Keo, Phnom Penh

Phone: +855 23 996 566

Fax: +855 23 996 567

Email: cambodia@cispandi.com

por-sour@cispandi.com

Web: www.cispandi.com

Out of hours:

Mr. Por Sour

Phone: +855 12 706 688

Mobile: +855 11 465 555



Cameroon (GMT +1)

DOUALA **T.C.I. Cameroon (Africa)**

PO Box 1048, Douala

Phone: +237 33 43 94 80

Email: tci-douala@tci-africa.com

Out of hours:

Joel Ndona

Mobile: +237 99 91 22 68

Peguy Houdjeu

Mobile: +237 77 11 85 64

Budd Cameroon

B.P. 4574, Residence Kassap, 82 Boulevard de la Liberte, Douala

Phone: +237 33 42 7345

Fax: +237 33 43 0571

Email: budd.cameroon@budd-pni.com

Web: www.budd-pni.com

Out of hours:

Laure Leuche

Mobile: +237 677 60 08 37

Email: laure.leuche@budd-pni.com

Suzanne Moume

Mobile: +237 677 78 91 00

Email: suzanne.moume@budd-pni.com



Canada (GMT -5 /-8)

HALIFAX

Stewart McKelvey (Lawyers)

Purdy's Wharf Tower 1, 900-1959 Upper Water Street Nova Scotia B3J 3N2

Phone: +1 902 420 3200

Fax: +1 902 420 1417

Email: wmoreira@stewartmckelvey.com

Web: www.stewartmckelvey.com

Out of hours:

A William Moreira QC

Mobile: +1 902 222 0083

Email: wmoreira@stewartmckelvey.com

David Henley

Mobile: +1 902 225 0365

Email: dhenley@stewartmckelvey.com

Scott R Campbell

Mobile: +1 902 802 8033

Email: srcampbell@stewartmckelvey.com

Ian J Breneman

Mobile: +1 902 225 9983

Email: ibreneman@stewartmckelvey.com

180

MONTREAL,

Shipowners Assurance Management Ltd

740 Notre Dame St. West Suite 1480 Quebec H3C 3X6

Phone: +1 514 393 9864

+1 514 393 9865/66

Fax: +1 514 393 3848

Email: alan.loiseau@shipassurance.ca

Out of hours:

Peter Rozum

Phone: +1 514 694 3876

Mobile: +1 514 594 6443

Email: peter.rozum@shipassurance.ca

Alan Loiseau

Phone: +1 450 699 7400

Mobile: +1 514 945 8884

Email: alan.loiseau@shipassurance.ca

Sean Rozum

Mobile: +1 514 865 3876

Email: sean.rozum@shipassurance.ca





QUEBEC

Langlois Gaudreau O'Connor

2820 Laurier Boulevard, 13th Floor, Quebec City QC, G1V 0C1

Phone: +1 418 682 1212

Fax: +1 418 682 2272

Email: maritime@lkd.ca

Web: www.lkd.ca

Out of hours:

John G O'Connor

Phone: +1 418 650 7002

Mobile: +1 418 681 8638

+1 418 563 8339

Email: john.o'connor@lkd.ca

Jean Grégoire

Phone: +1 418 650 7077

Mobile: +1 418 808 2475

Email: jean.gregoire@lkd.ca

Patrick Garneau

Phone: +1 418 650 7091

Mobile: +1 418 806 3370

Email: patrick.garneau@lkd.ca

MISSISSAUGA ONTARIO

Cunningham Lindsey Canada Ltd.

50 Burnhamthorpe Road West, Suite 1102 Sussex Centre ON L5B 3C2

Phone: +1 905 896 8181

Fax: +1 905 896 3485

Email: corpservices@cl-na.com

Web: www.cunninghamlindsey.com

Out of hours:

Waclaw Kuza

Mobile: +1 416 818 2350

Email: wkuza@cl-na.com

Rob Seal

Mobile: +1 416 627 1882

Email: rseal@cl-na.com



Canada (GMT -5 /-8)

ST JOHN'S

Newfoundland Avalon Customs Brokers

A Division of A. Harvey & Co Ltd, 60 Water Street, 4th Floor, St. John's, Newfoundland

Phone: +1 709 576 4761

Fax: +1 709 576 0159

Email: acb@aharvey.nf.ca

Out of hours:

Francis Kenny

Phone: +1 709 368 6795

Mobile: +1 709 682 8070

Frank Hatcher

Phone: +1 709 754 8761

Mobile: +1 709 682 6797

Pamela Humphries

Mobile: +1 709 685 4732

VANCOUVER

British Columbia Bernard LLP

1500-570 Granville Street, Vancouver BC, V6C 3P1

Phone: +1 604 681 1700

Fax: +1 604 681 1788

Email: shipping@bernardllp.ca

Web: www.bernardllp.ca

Out of hours:

Gary Wharton

Phone: +1 604 921 6978

Mobile: +1 604 970 5369

Peter Swanson

Phone: +1 604 921 7974

Mobile: +1 604 649 5874

Tom Hawkins

Phone: +1 604 984 0417

Mobile: +1 604 889 5732

David Jones

Phone: +1 604 921 7999

Mobile: +1 604 644 4057





Canada (GMT -5 /-8)



TURKP&I

Bull Housser & Tupper LLP

Suite 1800 – 510 West Georgia Street, Vancouver BC, V6Z 0M3

Phone: +1 604 687 6575

Fax: +1 604 641 4949

Email: mem@bht.com

Web: www.bht.com

Out of hours:

Merle McKenzie

Phone: +1 604 253 1871

Mobile: +1 604 306 4915

John W Bromley

Phone: +1 604 266 7881

Mobile: +1 604 644 2226

Shelley A Chapelski

Phone: +1 604 253 3425

Mobile: +1 604 329 0855

Andrew J Stainer

Mobile: +1 604 374 6235

Kaitlin Smiley

Phone: +1 604 710 9354

Mobile: +1 604 317 4075

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Cape Verde (GMT -1)

MINDELO - SAINT VINCENT

BUDD Cape Verde C/O Intercontinental Cabo Verde, LDA

Rua Senador Vera Cruz Mindelo Saint Vincent

Phone: +33 04 91 33 58 33

Fax: +33 04 91 33 13 31

Email: budd.cape-verde@budd-pni.com

general.marseille@budd-pni.com

Web: www.budd-pni.com

Out of Hours:

Mr. Amilcar Ramos

Mobile: +238 983 8698

Email: intercontinentalcv@gmail.com

amilcarramos@hotmail.com

Ms. Cláudia Lopes

Mobile: +238 958 8156

Email: intercontinentalcv@gmail.com

➤ Cape Verde (GMT -1)

PRAIA - SANTIAGO ISLAND

BUDD Cape Verde C/O Intercontinental Cabo Verde, LDA

Praia City, Santiago Island

Phone: +33 04 91 33 58 33

Fax: +33 04 91 33 13 31

Email: budd.cape-verde@budd-pni.com
general.marseille@budd-pni.com

Web: www.budd-pni.com

Out of hours:

Mr. Marco Rodrigues

Mobile: +238 987 2203

➤ Cayman Islands (GMT -5)

GRAND CAYMAN

Alpha Marine Surveyors Ltd.

Panton House, 24 Warwick Drive, P.O. Box 2584 GT, George Town, Grand Cayman, KY1 1103

Phone: +1 345 949 9210

Fax: +1 345 949 9210

Email: a1marine@candw.ky

Out of hours:

Capt. M. Pickthorne

Mobile: +1 345 916 1765

184

➤ Chile (GMT -4)

ANTOFAGASTA (See Valparaiso) ARICA (See Valparaiso) MEJILLONES DEL SUR (See Valparaiso) SAN VICENTE (See Valparaiso)

VALPARAISO

Cave Y Compania Limitada

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

Phone: +56 32 213 1000

Fax: +56 32 213 1001

Email: claims@cave.cl

Web: www.cave.cl

Out of hours:

Andrew J Cave

Phone: +56 32 213 1002

Mobile: +56 9 8249 7231

Email: caveco.adrew.cave@gmail.com

Ruth H Cave

Phone: +56 32 273 9837

Mobile: +56 9 9539 2842



China (GMT +8)

BEIJING

Huatai Insurance Agency & Consultant Service Ltd

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

Phone: +86 10 6657 6588

Fax: +86 10 6657 6501

Email: pni.bj@huatai-serv.com

Web: www.huataimarine.com

Out of hours:

Hong Shan

Mobile: +86 1380 1187 853

Miao He

(24hr) Mobile: +86 137 0112 5026

Mobile: +86 13801098591

DALIAN

Huatai Insurance Agency & Consultant Service Ltd

22nd Floor - Anho Building, No 87 Renmin Road, Zhongshan District, Dalian 116001

Phone: +86 411 8253 5351

+86 411 8253 5357

Fax: +86 411 8253 5352

Email: pni.dl@huatai-serv.com

Web: www.huataimarine.com

Out of hours:

Capt Tongzhe Lu

Mobile: +86 1390 985 1192

Zhao Bei

Mobile: +86 13 942086293

Xiaolin Zhao

(24hr) Mobile: +86 186 0408 8686

Mobile: +86 139 4089 8350



China (GMT +8)

GUANGZHOU

Huatai Insurance Agency & Consultant Service Ltd

Room 2110, Jun Yuan Mansion, No. 155 Tian He East Road, Guangzhou 510620

Phone: +86 20 388 16560

+86 20 3885 4132

Fax: +86 20 3881 2470

Email: pni.gz@huatai-serv.com

Web: www.huataimarine.com

Out of hours:

Xueming Huang

Mobile: +86 1331 610 9154

Ting Ding

Mobile: +86 136 32463590

Xiaojun Cheng

Mobile: +86 138 25050793

Junrong Zhang

Mobile: +86 186 8884 1096

[24hr] Mobile: +86 180 2239 048

QINGDAO

Huatai Insurance Agency & Consultant Service Ltd

9th Floor, Rm 9AB, No.9 Building Pacific Plaza, 35 Donghai Western Road, Qingdao 2660

Phone: +86 532 8502 1883

Fax: +86 532 8502 3828

Email: qingdao@huatai-serv.com

Web: www.huataimarine.com

Out of hours:

Jinpeng Dong

Mobile: +86 1390 642 0837

Xiaozheng Fu

Mobile: +86 133 35086666

Fei Liu

Mobile: +86 186 6395 7368

Na Yin

Mobile: +86 186 5326 3396

[24hr] Mobile: +86 186 5328 9883



China (GMT +8)

SHANGHAI

Huatai Insurance Agency & Consultant Service Ltd

14A World Plaza, No 855 Pudong South Road, Shanghai 200120

Phone: +86 21 5836 9707

Fax: +86 21 5836 9209

Email: pni.sh@huatai-serv.com

Web: www.huataimarine.com

Out of hours:

Capt Weijian Jiang

Mobile: +86 1391 6354 092

Dong Cao

Mobile: +86 1391 6107 273

Jialing Cheng

Mobile: +86 1381 7357 939

Xinyi Yao

Mobile: +86 1391 7760833

[24hr] Mobile: +86 186 1622 8366

Xiali Dai

Mobile: +86 1381 7357 973

TIANJIN

Huatai Insurance Agency & Consultant Service Ltd

Rm 8501 E8B, Binhai Finance Zone No 20,
Guang Chang East Rd TEDA, Tianjin 300457

Phone: +86 22 6622 0722

Fax: +86 22 6622 0725

Email: tianjin@huatai-serv.com

Web: www.huataimarine.com

Out of hours:

Haitao Mu

Mobile: +86 1360 201 7813

Yang Dong

Mobile: +86 138 2034 7223

Weiwei Liu

Mobile: +86 135 0202 0898

Jing Xu

Mobile: +86 135 0201 1763

[24hr] Mobile: +86 186 2266 0860



China (GMT +8)

XIAMEN

Huatai Insurance Agency & Consultant Service Ltd

Room 1703, Star World Building, 178 Qixing West Road,
Siming District, Xiamen, P.R. China 361012

Phone: +86 592 2681 203
+86 592 2123 223
Fax: +86 592 2681 235

Email: pni.xm@huatai-serv.com
Web: www.huataimarine.com

Out of hours:

Tracy Zheng

Mobile: +86 186 5000 0798

Lina Gao

Mobile: +86 159 6021 5136
[24hr] Mobile: +86 150 6077 2037

YANTAI (See Qingdao)



Colombia (GMT -5)

BARRANQUILLA

A&A Multiprime

Carrera 52 No. 76-167 Of. 201 , Edificio Atlantic Center Barranquilla

Phone: +57 314 284 4799
+57 315 333 5072

Email: barranquilla@aaamultiprime.com
Web: www.aaamultiprime.com

Out of hours:

Eng Manuel Calderon

Mobile: +57 315 754 9256

Alicia Gast

Mobile: +57 315 333 5072

BOGOTA

A&A Multiprime

Cra 11 No. 82-38 Of. 203, Bogota

Phone: +57 315 333 5072
Fax: +57 1 218 2682

Email: bogota@aaamultiprime.com
Web: www.aaamultiprime.com

Out of hours:

Alicia Gast

Mobile: +57 315 333 5072

Santiago Moreno-Andrade

Mobile: +57 314 284 4799

Sebastion Vallejo

Mobile: +57 310 304 8650



Colombia (GMT -5)

BUENAVENTURA

A&A Multiprime

Calle 8 No 3-52 Of 201, Edificio Roldan, Buenaventura

Phone: +57 314 284 4799

Fax: +57 1 218 2682

Email: buenaventura@aamultiprime.com

Web: www.aamultiprime.com

Out of hours:

Captain Miguel Antonio Caro

Mobile: +57 310 304 8650

CARTAGENA

A&A Multiprime

Calle 11 No 1-27 Oficina 604, Bocagrande Edificio Don Pedro de Heredia, Cartagena

Phone: +57 314 284 4799

+57 315 333 5072

Email: cartagena@aamultiprime.com

Web: www.aamultiprime.com

189

Out of hours:

Captain Ivan Spicker

Mobile: +57 315 333 5072

A1 Aquamar Pandi Services Ltda.

Calle de la Inquisicion con Sta Teresa Esq., #3-04 Piso 2, Cartagena

Phone: +57 315 344 6999

+57 5 664 8796

Fax: +57 5 664 8986

Email: aquamarpandi@gmail.com

cartagena@aquamarpandi.com

Web: www.aquamarpandi.com

Out of hours:

Jorge Luis Cordoba

Mobile: +57 315 344 6999

COVENAS (See Cartagena)

PUERTO BOLIVAR (See Bogota)

SAN ANDRES ISLAS (See Cartagena)

SANTA MARTA (See Barranquilla)

TUMACO (See Barranquilla)

TURBO (See Barranquilla)



Congo (Democratic of Republic) (GMT -5)

BANANA (See Matadi)

BOMA (See Matadi)

MATADI

TCI (Africa)

BP 237, Matadi, Congo

Phone: +243 9 98 51 88 46

Fax: +243 81 90 54 682

Email: tci-matadi@tci-africa.com
sofmat@bulamatadi.net
mail@eltvedtosullivan.com

Out of hours:

Captain Kopolisi

Mobile: +243 81 90 54 682

Kiskumba

Mobile: +243 85 51 27 517

190



Congo (Republic Of The) (GMT +1)

POINTE-NOIRE

TCI (Africa)

R I Top Services Building Route de l'aéroport, Pointe Noire

Phone: +242 22 94 76 08

+242 06 664 42 15

Fax: +242 22 94 28 60

Email: tcipointenoire@yahoo.fr
tci-pointe-noire @tci-africa.com

Out of hours:

Samba Tall

Mobile: +242 05 563 81 98

Ibrahim Tall

Mobile: +242 06 662 62 53

Kinda Paspas

Mobile: +242 04 432 21 77



Costa Rica (GMT -6)



TURKP&I

PUERTO LIMON (See San Jose)

PUNTARENAS (See San Jose)

SAN JOSE

Pandi Costa Rica S.A.

Paseo de los Estudiantes, Avenida 10 Calle 11, 100 Metros este de AyA Edificio
Brugal No 995, 10-104 San Jose

Phone: +506 2221 4111

Fax: +506 2255 4218

Email: info@fjapandi.com

rjimenez@fjapandi.com

Web: www.fjapandi.com

Out of hours:

Adriana Jimenez-Beeche

Phone: +506 2253 9320

Mobile: +506 7012 8370

Esteban Montenegro-Fernandez

Mobile: +506 7011 2299

Botho Steinworth

Mobile: +506 8392 0320

191



Croatia (GMT +1)

DUBROVNIK (See Rijeka)

PLOCE (See Rijeka)

RIJEKA

Jadroagent DD.

Trg Ivana Koblera 2, Rijeka 51000

Phone: +385 517 805 00

+385 51 213787

Fax: +385 51 215357

+385 51 211622

Email: pandi@jadroagent.hr

Web: www.jadroagent.hr

Out of hours:

Vlatko Margan

Phone: +385 51 374716

Mobile: +385 98 257317

➤ Cuba (GMT -5)

HAVANA

CONABI

Conabi International Lawyers and Consultants

Calle 36A número 313 % 3ra A y Final, Miramar

Mobile: +53 7 2144957

+537 7 860 8860

Email: pandi@conabi.cu

conabi@conabi.cu

Web: www.conabi.cu

Out of hours:

Marlene Roqueta Fernandez

Phone: +53 7 209 6441

Mobile: +537 052856535

Email: garoqueta1@gmail.com

Captain Sergio Fernandez

Mobile: +535 3308283

192

➤ Curacao (GMT -4)

WILLEMSTAD

Firma CS Gorsira JP Ez

PO Box 3677, Scarlet Building, Fokkerweg 26 Salina, Willemstad

Phone: +599 9 461 4700

+599 9 461 5873

Fax: +599 9 461 2576

Email: gorsira@gorsira.com

Out of hours:

David van Nierop

Mobile: +599 9 563 0886

Joop van Vliet

Phone: +599 9 461 4656



Denmark (GMT +1)



TURKP&I

AALBORG (See Copenhagen)

AARHUS (See Copenhagen)

COPENHAGEN

P&I Scandinavia AS

Amaliegade 43, DK 1256 Copenhagen

Phone: +45 3315 4777

Fax: +45 3391 1407

Email: info@pandiscan.com

Web: www.pandiscan.com

Out of hours:

Henrik Nissen

Phone: +45 3315 4777

Email: hn@pandiscan.com

L Jensen

Phone: +45 3315 477

193



Djibouti (GMT +3)

DJIBOUTI

Transit Marill

Rue Marchand, BP 57, Republic of Djibouti

Phone: +253 21 351150

Fax: +253 21 355623

Email: thierry.marill@groupe-marill.dj

Web: www.groupe-marill.com

Out of hours:

Abdallah Akkaoui

Mobile: +253 77 811387

Philippe Dumas

Mobile: +253 77 022585

Aden Houssein

Mobile: +253 77 850577

Thierry Marill

Mobile: +253 77 822095

➤ Dominican Republic (GMT -4)

SANTO DOMINGO

Frederic Schad Inc

Jose Gabriel Garcia 26, Corner Arzobispo Merino, PO Box 941, Santo Domingo

Phone: +1 809 221 8000

Fax: +1 809 688 7696

Email: mail.expertise@schad.do

Web: www.schad.do

Out of hours:

Nilda A Burgos

Phone: +1 809 544 0342

Mobile: +1 809 223 4341

Bryan Langley

Mobile: +1 809 696 1433

Alexander N Schad

Mobile: + 1 809 858 404

➤ Ecuador (GMT -5)

GUAYAQUIL

Ecuapandi S.A.

Av. C.J.Arosemena 402 y Av. Principal de Miraflores Piso 1 Of. 4 Guayaquil

Phone: +593 42 200 620

Fax: +593 42 200 408

Email: molinari@gye.satnet.net

Out of hours:

Jaime Molinari

Phone: +593 42 851 139

Mobile: +593 99 959 3937

Email: jmolinarillona@gmail.com

Ketty Villacis

Mobile: + 593 99 973 70311

Email: kettyvillacis@gmail.com

➤ Egypt (GMT +2)

ALEXANDRIA

Middle East Survey & Control Office (MESCO)

7, Saad Zaghloul Square, Alexandria

Phone: +20 3 486 8530

+20 3 486 1445

+20 3 485 4001

+20 3 485 4002

Fax: +20 3 487 4435

Email: mesco@mescoalex.com

Web: www.mescoalex.com



Out of hours:

Ashraf El Sabbagh

Mobile: +20 122 213 0799

Ibrahim Hamza

Mobile: +20 122 319 9155

Alaa El Sabbagh

Mobile: +20 122 234 7905

Rehab Farouk

Mobile: +20 100 091 6071

Seif El Sabbagh

Mobile: +20 100 144 6006

Tarek Mady

Mobile: +20 100 149 3480

Eldib Pandi

2 Lumumba Street, Bab Sharki, Alexandria 21131

Phone: +20 3 4961000

+20 3 486 7776

Fax: +20 3 496 2000

+20 3 481 5600

Mobile: +20 123 273 620 (24hr)

Email: mail@eldibpandi.com

Web: www.eldibpandi.com

Out of hours:

Abdel Hamid Fahmy

Phone: +20 3 484 6509

Mobile: +20 122 143 213

Email: abdelhamid.fahmy@eldibpandi.com

Ahmed Metwally

Mobile: +20 123 273 624

Email: ahmed.metwally@eldibpandi.com

Nada Eldib

Mobile: +20 101 884 433

Email: nada.eldib@eldibpandi.com

Sarah Diaa

Mobile: +20 127 866 0272

Email: sarah.diaa@eldibpandi.com

Elias Marine Consultants LTD

Marhaba Business Centre, Office 406, 2 Sidi Mehrez Street, El Horreya Avenue

Phone: +20 3 497 5560

Fax: +20 3 497 5561

Email: emco.eg@eliasmarine.com

Web: www.eliasmarine.com

Out of hours:

Mr. Mohamed Moussa

Mobile: +20 100 879 5131

Email: emco.eg@eliasmarine.com

Mr. Riad Karam

Mobile: +357 99 670 226

Email: r.karam@eliasmarine.com

DAMIETTA

Eldib Pandi

2 Lumumba Street, Bab Sharki, Alexandria 21131

Phone: +20 3 496 1000

+20 3 486 7776

Fax: +20 3 496 2000

+20 3 481 5600



Egypt (GMT +2)

Email: mail@eldibpandi.com
Web: www.eldibpandi.com

Out of hours:

Abdel Hamid Fahmy

Phone: +20 3 484 6509
Mobile: +20 122 143 213
Ahmed Metwally
Mobile: +20 123 273 624

Nada H Eldib

Mobile: +20 101 884 433
Sarah Diaa
Mobile: +20 127 866 0272

PORT SAID

Eldib Pandi

Middle East Survey & Control Office

23rd July and Salah El Din Street, Port Said 42111, Egypt

Phone: +20 66 3239 779
Fax: +20 66 323 9760

Email: portsaid@eldibpandi.com
Web: www.eldibpandi.com

Out of hours

Hany Maamoon

Phone: +20 66 332 8930
Mobile: +20 012 2 804 5582 / +20 010 6 550 3918
Email: hany.maamoon@eldibpandi.com

Ahmed Metwally

Phone: +20 3 545 6154
Mobile: +20 012 2 327 3624
Email: ahmet.metwally@eldibpandi.com

196



El Salvador (GMT -6)

ACAJUTLA

Maritime Claims-Americas, El Salvador

C/O REMASUR, Ooperations Building, Cepa First Floor, Acajutla

Phone: +503 2452 4792
Fax: +503 2452 5117/3200

Email: mcaelsalvador@navegante.com.sv
remasur@navegante.com.sv
Web: www.maritime-claims.com

Out of hours:

Milton Guillen

Mobile: +503 7853 4140
Guillermo Polio
Mobile: +503 7850 1160

Carl O. Ayestas

Phone: +1 504 390 1515
Email: cayestas@maritime-claims.com



Equatorial Guinea (GMT +1)



TURKP&I

BATA

Budd C/O Image S.A.

Carretera de Bome SN Bata – Litoral, Equatorial Guinea

Phone: +240 333 084 378

Fax: +240 333 084 396

Email: budd.ecuatorial-guinea@budd-pni.com general.marseille@budd-pni.com

Web: www.budd-pni.com

Out of Hours:

Mr. Pere Xavier Sempere

Mobile: +240 222 60 06 52

Email: p.sempere@spmngm.com

Mrs. Suzanne Moume

Phone: +237 233 42 84 76

Mobile: +237 677 78 91 00

Email: suzanne.moume@budd-pni.com

Mr. Kamal Gautan

Mobile: +240 222 13 12 82

Email: k.gautan@spmngm.com

MALABO

Budd C/O Image S.A.

Carretera del Aeropuerto, Km 4, PO Box 983 – Malabo, Equatorial Guinea

Phone: +240 333 090 567

Fax: +240 333 090 568

Email: budd.ecuatorial-guinea@budd-pni.com / general.marseille@budd-pni.com

Web: www.budd-pni.com

197

Out of Hours:

Mr. Hector De Serpa Pinto Alonso

Mobile: +240 222 60 33 10

Email: h.serpa@spmngm.com

Mr. Prashant Sharma

Mobile: +240 222 24 13 74

Email: shipping-assist.malabo@image-sa.com

Mrs. Suzanne Moume

Phone: +237 233 42 84 76

Mobile: +237 677 78 91 00

Email: suzanne.moume@budd-pni.com



Eritrea (GMT +3)

ASMARA

Multi Cargo International Trading & Services

St 176-7 House No 25, P O Box 359, Asmara

Phone: +291 1 201371

Fax: +291 1 125715

Email: multicar@ersol.com.er

multicar@gemel.com.er

Out of hours:

Mrs. Akberet Weldeclassie (Mrs. Michael)

Phone: +291 1 162 415

Mobile: +291 711 3503

+291 711 3507

Captain Vikrem Menon

Phone: +291 1 552 002

Captain Haile Ghebremicael

Phone: +291 1 552 002

Captain Asres Habte

Mobile: +291 712 0875

➤ Estonia (GMT +2)

TALLINN

Pandi Balt Ltd., Tallinn (Estonia)

Kutte 3, Maardu, Tallinn, 74112

Phone: +372 6 272 555

Fax: +372 6 272 555

Email: pandi@pandi.ee

Web: www.pandibalt.lv

Out of hours:

Captain Sergei Lukjanov

Mobile: +372 5 09 43 30

Natalia Brusnitsõna

Mobile: +372 5 13 30 61

Larissa Žuravski

Mobile: +372 5 14 75 20

➤ Fiji (GMT +13)

SUVA

Pacific Agencies (Fiji) Ltd

Lot 1 Foster Road, Walu Bay, Suva

Phone: +679 331 5444

Fax: +679 330 1127

Email: info@pacshipfiji.com.fj

Web: www.pacificagenciesfiji.com

Out of hours:

Craig Strong

Mobile: +679 999 8959

George King

Mobile: +679 999 6164

➤ Finland (GMT +2)

HELSINKI

Oy Lars Krogius AB

Sornaisten rantatie 25A, FI-00500 Helsinki

Phone: +358 9 4763 6300

Fax: +358 9 4763 6363

Email: finland@krogius.com

Web: www.krogius.com

Out of hours:

Markus Sjöblom

Mobile: +358 40 451 3988

Rolf Lundell

Mobile: +358 50 518 7613

Kari Laakso

Mobile: +358 400 818 314



LA ROCHELLE

BUDD La Rochelle/ Pallice

8 rue Antoine Bruneau, 76300 Sotteville les Rouen

Phone: +33 04 91 33 58 33

Fax: +33 04 91 33 13 31

Email: budd.larochelle@budd-pni.com

Web: www.larochelle.port.fr

Out of hours:

Mr. Laurent Cordelle

Phone: +33 09 50 68 43 95

Mobile: +33 06 37 03 76 82

Email: claudine.magnier@budd-pni.com

Ms. Faiza Khabouri

Email: faiza.khabouri@budd-pni.com

MARSEILLE

Etic Sas

Port de Saumaty (MIN) Chemin du Littoral F-13016 Marseille

Phone: +33 495 061 192

Fax: +33 491 462 028

Email: contact@eticmar.com

contact@africapandi.com

Web: www.etic-sas.com

Out of hours:

Graham Ashley

Mobile: +33 616 96 28 37

Email: g.ashley@eticmar.com

Frank Benham

Mobile: +33 616 96 28 49

Email: f.benham@eticmar.com

Alain Dalmas

Mobile: +33 616 96 28 36

Email: a.dalmas@eticmar.com

Florence Raymond Gourlet

Mobile: +33 613 78 00 41

Email: f.raymond.gourlet@eticmar.com

Mathieu Costantini

Mobile: +33 612 88 26 15

Email: m.costantini@eticmar.com

Emmanuelle Wallis

Mobile: +33 611 88 11 87



France (GMT +1)

MARSEILLE

McLeans, (Marseille)

9 Place Félix Baret Marseille 13006

Phone: +33 496 102 525

Fax: +33 491 372 981

Email: info@mcleans.fr

Web: www.mcleangroup.fr

Out of hours:

Philippe Garo

Mobile: +33 6 07 79 20 28

Email: pgaro@mcleans.fr

Marie Gueit

Mobile: +33 676 090 870

Email: mgueit@mcleans.fr

DUNKERQUE

Normandy P&I Services

105 Avenue des Bains 59140 Dunkerque

Phone: +33 2 32 08 53 20

Fax: +33 2 32 08 53 29

Email: pandi@dkq.normandyclaims.fr

Web: www.mcleangroup.fr

Out of hours:

Brigitte Laumier

Mobile: +33 6 07 16 51 13

Elise Duquennoy

Mobile: +33 6 79 45 38 74

LA ROCHELLE

McLeans, La Rochelle

112 bd Emile Delmas 17000 La Rochelle

Phone: +33 5 46 42 85 37

Email: larochelle@mcleans.fr

Out of hours:

Virginie Ringiard

Mobile: +33 6 80 00 87 44

Email: vringiard@mcleans.fr

Caroline Marrades

Mobile: +33 06 76 133 111

Email: cmarrades@mcleans.fr

200





LE HAVRE

Normandy P&I Services

15, Place Leon Meyer 76600 Le Havre

Phone: +33 2 354 23014

Fax: +33 2 320 85329

Email: pandi@lh.normandyclaims.fr

Out of hours:

Elise Duquennoy

Mobile: + 33 6 79 45 38 74

Brigitte Laumier

Mobile: + 33 6 07 16 51 13

NANTES

McLeans / Brittany P&I Services

5bis bd de Verdun 44600 Saint Nazaire

Phone: +33 2 40 22 57 87

Fax: +33 2 40 25 788

Email: info@britclaims.fr

Out of hours:

Virginie Ringear

Mobile :+33 6 80 00 87 44

Email: vringear@mcleans.fr

Emmanuelle Génin

Mobile : +33 6 76 133 111

Email: egenin@mcleans.fr

PARIS

McLeans, Paris

89 bd Sébastopol 75002 Paris

Phone :+33 1 40 39 92 93

Fax: +33 1 40 39 93 92

Email: info@mcleans.fr

Out of hours:

Tania Mauduit

Mobile: +33 6 80 03 04 02

Email : tmauduit@mcleans.fr

Philippe Garo

Mobile: +33 6 07 79 20 28

Email: pgaro@mcleans.fr

Alan McLean

Mobile: +33 6 14 34 98 60

Email: amclean@mcleans.fr



France (GMT +1)

SETE

McLeans

2 quai d'Orient 34200 Sète

Phone: +33 4 67 74 43 43

Fax: +33 4 67 80 07 30

Email: sete@mcleans.fr

Out of hours:

Marc Gignoux

Mobile: +33 6 86 68 45 27

Email : mgignoux@mcleans.fr

Philippe Garo

Mobile: +33 6 07 79 20 28

Email: pgaro@mcleans.fr

202



French Polynesia (GMT -10)

PAPEETE

Agence Maritime De Fare Ute

PO Box 9 100, 98 715 Motu Uta, Papeete, Tahiti

Phone: +689 425561

Fax: +689 428608

Email: general@amfu.pf

Web: www.tahiti-shipping.com

Out of hours:

Bud Gilroy

Mobile: +689 796605



Gabon (GMT +1)



TURKP&I

LIBREVILLE

TCI

C/O SAGA AFRITRAMP, BP 72, Libreville

Phone: +241 01 70 00 91
+241 01 70 08 53

Email: mail@eltvedtosullivan.com
Web: www.eltvedtosullivan.com

Out of hours:

Juliette Mensah-Okili

Mobile: +241 06 23 58 06
Email: juliette.mensah-okili@bolllore.com

Alexandra Biyie Ango

Mobile: +241 04 56 29 56
+241 06 00 92 12
Email: alexandra.biyie-ango@bolllore.com

Jean-Marc Laplace

Mobile: +241 04 84 16 95
Email: jean-marc.laplace@bolllore.com

PORT GENTIL

TCI (Africa)

C/O SAGA AFRITRAMP, BP 518, Port Gentil

203

Phone: +241 01 55 21 90
+241 01 55 35 11
+241 01 55 35 16
Fax: +241 01 555 642

Email: tc-portgentil@tci-africa.com
www.eltvedtosullivan.com

Out of hours:

Jean Bernard Baudry

Mobile: +241 05 57 49 49

Ada Nguema-Obam

Phone: +241 01 55 35 16
Mobile: +241 06 26 57 80



Gambia (GMT)

BANJUL

TCI Africa

P0 Box 1471, 43 Buckle Street, Banjul

Phone: +220 4 22 58 95

+220 4 22 93 88

Fax: +220 4 22 47 33

+220 4 22 93 47

Email: tcj-banjul@tcj-africa.com

Web: www.eltvedtosullivan.com

Out of hours:

B F Sagnia

Mobile: +220 9 96 11 44

+220 7 76 11 44



Georgia (GMT +4)

BATUMI

Marine Legal Adviser-Interlegal Georgia-International Law Firm Transport, Shipping and Trade

57, Pharnavaz Mepe Str. 6000, Batumi "Offices at Odessa and Istanbul"

Email: info@marinelegal.biz

office@interlegal.com.ua

Web: www.marinelegal.biz

Out of hours:

Capt. Valerian Imnaishvili

Mobile :+995 577 408238

+995 595 619889

+995 568 406045

Email: info@marinelegal.biz

imnaishvili@interlegal.com.ua

Geomar Co Ltd Maritime Consultants & Surveyors

Gogebashvili 32, Office No. 13, 6003 Batumi

Phone: +995 422 276201

+995 422 216306

Fax: +995 422 276202

Email: info@geomar.ge

Web: www.geomar.ge

Out of hours:

Tariel Dolidze

Mobile: +995 599 55 85 07

George Imnaishvili

Mobile: +995 577 46 87 63



BRAKE (See Bremen)

BREMEN

Pandi Services J & K Brons GmbH

An der Reeperbahn 6, 28217 Bremen

Phone: +49 421 308 870

Fax: +49 421 308 873

Email: corresp@pandi.de

Web: www.pandi.de

Out of hours:

Mr. Rolf-Jürgen Hermes

Phone: +49 421 602 8534

Mobile: +49 171 885 7940

Email: corresp@pandi.de

Mr. Hans-Joachim Schmude

Phone: +49 420 679 75

Mobile: +49 171 885 79 41

Email: corresp@pandi.de

Mr. Ulrich Thalmann

Phone: +49 422 131 53

Mobile: +49 171 885 79 42

Email: corresp@pandi.de

Mr. Piet Kuhl

Mobile: +49 171 885 79 44

Email: corresp@pandi.de

BREMERHAVEN (See Bremen)

HAMBURG

Claas W Brons (GmbH & Co) KG

Sumatrakontor, Überseeallee 1, 20457 Hamburg

Phone: +49 403 748 860

+49 172 911 4994

Fax: +49 403 748 8643

+49 403 748 8644

Email: info@cwbrons.de

Web: www.cwbrons.de

Out of hours:

Claas-Henning Brons

Phone: +49 4183 975 872

Mobile: +49 171 213 1135

Email: chbrons@cwbrons.de

Jan-Wessel Brons

Mobile: +49 160 944 20292

Email: jwbrons@cwbrons.de

Matthias Bimschas

Phone: +49 40 360 90163

Email: bimschas@cwbrons.de

Gunnar Neubauer

Phone: +49 40 411 84502

Email: neubauer@cwbrons.de



Ghana (GMT)

ACCRA (See Tema)

TAKORADI

TCI (Africa)

Hull Blyth Building, P O Box AX67, Takoradi

Phone: +233 24 38 37 860

Email: tci-tema@tci-africa.com
tcighana@4u.com.gh
tcighana@i-calls.net

Out of hours:

Captain S Mukunda

Mobile: +233 24 38 37 860

Asare Samuel Anim

Mobile: +233 24 37 14 038

TEMA

TCI (Africa)

2nd Floor - Arian Tower, Community 7, P O Box CS 8653, Tema

Phone: +233 303 30 84 58

Fax: +233 303 30 84 58

Email: tci-tema@tci-africa.com
tcighana@4u.com.gh
tcighana@i-calls.net

Out of hours:

Captain S Mukunda

Mobile: +233 243 8378 60

Samuel Sakyi

Mobile: +233 243 1508 23





Gibraltar (GMT +1)

GIBRALTAR

Everest Enterprises Ltd

160 Main Street, Gibraltar

Phone: +350 200 74427

Fax: +350 200 42604

Email: kailash@everest.gi

Out of hours:

Kailash Daswani

Mobile: +350 565 80000



Greece (GMT +2)

PIRAEUS

Shipserv (International) Inc.

143-145 Notara Street Piraeus 185 36

Phone: +30 210 422 0990

+30 6944 345 125

Fax: +30 210 422 0997

Email: info@shipservinternational.com

Web: www.mcleangroup.fr

Out of hours:

Sara Jones

Mobile: +30 6982 980 441

Email: sara@shipservinternational.com

207



Guadeloupe (GMT -4)

POINTE-A-PITRE

Philippe Petrelluzzi

2 rue Jean Jaures (ex rue Henri IV), 97110 Pointe-A-Pitre

Phone: +590 590 910590

Fax: +590 590 825928

Email: sgtm@wanadoo.fr

Out of hours:

Philippe Petrelluzzi

Phone: +590 590 898 510

Mobile: +590 690 579 769

Luc Petrelluzzi

Mobile: +590 690 357 023



Guam (GMT +10)

AGANA

Cabot Mantanona LLP

Edge Building, 2nd Floor, 929 SouthMarine Corps Drive, Tamuning, Guam USA 96913

Phone: +1 671 646 2001

Fax: +1 671 646 0777

Email: mail@cmlaw.us
dl@cmlaw.uk

Out of Hours:

David Ledger

Mobile: +1 671 688 3352

Helkei S Hemminger

Mobile: +1 671 929 6219



Guatemala (GMT -6)

GUATEMALA CITY

CORPORACION PIMAR

Diagonal 6 – 12-42 zona 10,Torre ll Oficina No 401 Edificio Design Centre, Guatemala C.A. 01010

Phone: +502 2255 0503

Fax: +502 2255 0513

Email: general@corporacionpimar.com

Out of hours:

Mrs. Rosa J. Gutierrez

Mobile: +502 5528 2357

Email: rjgutierrez@corporacionpimar.com

Mr. Jorge A. Rivas

Mobile: +502 5783 6121

Email: lic.jorgerivas@corporacionpimar.com

Mr. Jose R. Rivas

Mobile: +502 5918 2866

Email: joserivas@corporacionpimar.com

208



Guinea (GMT)

CONAKRY

TCl (Africa)

C/O Captain Diallo, B.P. 5106, Conakry

Phone: +224 64 32 37 02

Email: cddiallo@hotmail.com

Out of hours:

Captain Diallo M Alpha

Mobile: +224 664 32 37 02



Guinea-Bissau (GMT)

BISSAU

TCI (Africa)

BP 401, Bissau Codex, Guinea Bissau

Phone: +245 3 202 162

+245 3 203 332

Fax: +245 3 205 897

+245 3 202 623

Email: tc-bissau@tci-africa.com

Out of hours:

Fernando Tavares

Phone: +245 325 63 66

Mobile: +245 691 6238



Guyana (GMT -4)

GEORGETOWN

Cariconsult Guyana Incorporated

75 Sixth Street, Alberttown, Georgetown

Phone: +592 231 8135

Fax: +592 226 3960

Email: cconsult@caribsurf.com

Web: www.steers.com.bb

Out of hours:

James Henderson

Mobile: +592 626 6709

Email: group@cconsult.com.bb

Michael White

Mobile: +597 875 7168



Haiti (GMT -5)

PORT AU PRINCE

Antoine Hogarth S A

1 Rue Assad, Turgeau, Port au Prince

Phone: +509 2813 1965
+509 2813 1966

Email: ahogarths@aol.com

Out of hours:

Marielyn Hogarth

Mobile: +509 3701 6668

Maurice Hogarth

Phone: +509 3701 5414

Email: mo2781@aol.com

Jean Hogarth

Phone: +509 3881 8181



Honduras (GMT -6)

210

LA CEIBA (See San Pedro Sula)

PUERTO CORTES (See San Pedro Sula)

SAN LORENZO (See San Pedro Sula)

SAN PEDRO SULA

Agencia Mivigar SA de CV

21 Calle "A", 17 Avenida S.O. #1717, Colonia Lomas de Altamira, San Pedro Sula

Phone: +504 2556 8446
Fax: +504 2516 0445

Email: mivigar@mivigar.com

Out of hours:

Maria Isabel de Rodriguez

Phone: +504 2516 0446

Mobile: +504 9992 9968

Email: mider@mivigar.com

Victor Alejandro Rodriguez

Phone: +504 2551 0093

Mobile: +504 9831 5668

Email: varodrigue@mivigar.com

Gabriela Maria de Reyes

Phone: +504 2565 4814

Mobile: +504 9992 9969

Email: gaby.rreyes@mivigar.com

TELA (See San Pedro Sula)



Hong Kong (GMT +8)

HONG KONG

PacMarine Services Hong Kong

1706B 17/F, ING Tower, 308 Des Voeux Road Central, Hong Kong

Phone: +852 2545 0888

Fax: +852 2571 9462

Email: hongkong@pacmarine.com

Web: www.pacmarine.com

Out of hours:

Navorro Fortes

Mobile: +852 9047 4305

Inchcape Shipping Services (HK) Limited

Unit 2118, 21st Floor, Chevalier Commercial Centre, 8 Wang Hoi Road, Kowloon Bay, Hong Kong

Phone: +852 2786 1155

Fax: +852 2741 4422

Email: ssdhk@iss-shipping.com

Web: www.iss-shipping.com

Out of hours:

K. C. Cheung

Mobile: +852 9306 2301

Email: k.c.cheung@iss-shipping.com

Sunny Chan

Mobile: +852 9192 6227

Email: sunny.chan@iss-shipping.com

211



Iceland (GMT)

REYKJAVIK

Valgard Briem & Gardar Briem

17 Soleyjargata, 101 Reykjavík

Phone: +354 517 3200

Fax: +354 517 3201

Email: logsol@logsol.is

Out of hours:

Gardar Briem

Phone: +354 561 1448

Mobile: +354 893 0785

Olafur Jon Briem

Mobile: +354 660 0525



India (GMT +5 ½)

CHENNAI

James Mackintosh & Co. Pvt. Ltd.

Old No.22, New No. 10, Judge Jumbulingam Road, TCR Regency Building, Mylapore, Chennai 600 004 Tamil Nadu

Phone: +91 44 284 73591
+91 44 2847 5871
+91 44 2847 0829
+91 44 2847 0831

Fax: +91 44 2847 3590

Email: claims.chen@jamesmackintosh.com

Web: www.jamesmackintosh.com

Out of hours:

D K Murali Rao

Phone: +91 44 222 93838

Mobile: +91 98 400 75293

P K Menon

Mobile: +91 97899 22038

Pandi Correspondents Pvt. Ltd.

Flat No. 1/23 III Floor, GEE GEE PLAZA, No.1 Wheat Crofts Road, Nungambakkam, CHENNAI-600 034

Phone: +91 44 2828 2692
+91 44 2822 9963
+91 44 2822 9954
Fax: +91 44 2828 2691

Email: chennai@pandiindia.com

Web: www.pandiindia.com

Out of hours:

S Ramamoorthy

Phone: +91 44 24740751

Mobile: +91 98410 44752

K C Suriakala

Phone: +91 44 2662 0580

Mobile: +91 98407 55721





India (GMT +5 ½)



TURKP&I

COCHIN

James Mackintosh & Co. Pvt. Ltd.

Darragh Smail Centre, 2nd Floor, 5th Cross Road, Willingdon Island, Cochin 682 003

Phone: +852 2545 0888

Fax: +852 2571 9462

Email: cochin@jamesmackintosh.com

Web: www.jamesmackintosh.com

Out of hours:

Robert William

Phone: +91 484 275 0427

Mobile: +91 938 848 4896

Jacob John

Mobile: +91 944 656 7813

GOA (See Mormugao)

KOLKATA

James Mackintosh & Co. Pvt. Ltd.

Om Tower Suite 508 5th Floor, 32 Chowringhee Road, Kolkata 700071

Phone: +91 33 2217 1686

+91 33 2217 0115

+91 33 2217 1687

Fax: +91 33 2217 0116

Email: schakraborty.cal@jamesmackintosh.com

claim.cal@jamesmackintosh.com

Web: www.jamesmackintosh.com

Out of hours:

Sanjib Chakraborty

Phone: +91 33 2466 0403

Mobile: +91 98 300 24510

N Mukherjee

Mobile: +91 98 300 20527

Email: nmukerjee.cal@jamesmackintosh.com



India (GMT +5 ½)

MANGALORE

James Mackintosh & Co. Pvt. Ltd.

S8 & S9 Pam Arcade, Next to Krishna Mandir Kottara Chowki,
Ashoknagar Post - 575 006, Mangalore

Phone: +91 824 2451312

Fax: +91 824 2451311

Email: mgl@jamesmackintosh.com

npai@jamesmackintosh.com

Web: www.jamesmackintosh.com

Out of hours:

Nityanand Pai

Mobile: +91 974 170 1425

MORMUGAO

Pandi Correspondents Pvt. Ltd.

Queeny Building, 4th Floor, Swatantra Path, Vasco da Gama, Goa

Phone: +91 832 6481793

Email: goa@pandiindia.com

Web: www.pandiindia.com

Out of hours:

Capt. Aravind S Kulkarni

Mobile: +91 758 845 9719

Sonia T Gadekar

Mobile: +91 976 381 8962

MUMBAI

James Mackintosh & Co Pvt Ltd

15A, Lotus Corporate Park, Western Express Highway, Goregaon (E) Mumbai - 400 063

Phone: +91 22 663 83535

Fax: +91 22 663 83402

Email: p&i@jamesmackintosh.com

Web: www.jamesmackintosh.com

Out of hours:

Homi F Commissariat

Phone: +91 22 235 20604

Mobile: +91 982 004 4780

Farokh Commissariat

Phone: +91 22 235 24883

Mobile: +91 982 004 4781

George Jacob

Phone: +91 250 238 1382

Mobile: +91 982 007 6119

Sunil D'souza

Phone: +91 250 238 2941

Mobile: +91 982 045 1713



Indonesia (GMT +7)

JAKARTA

PT Sealink Marine Services

Jalan Kemang Selatan Raya 111, Jakarta Selatan 12730

Phone: +62 21 719 7075

Fax: +62 21 719 7076

Email: pandi@sealinkms.com

Out of hours:

Ted Kostopoulos

Phone: +62 361 281 282

Mobile: +62 81 679 1393

Email: tdk@sealinkms.com

Anggia Rici

Mobile: +62 855 121 2074

Zet Sadra

Mobile: +62 852 5567 7512

Spica Services (Indonesia)

Setiabudi Building 2, 3A Floor Suite 3A04 A, Jl. H.R.
Rasuna Said Kav. 62, Jakarta 12920

Phone: +62 21 521 0405

Fax: +62 21 521 0406

Email: indonesia@spicaina.co.id

Out of hours:

Captain Mohammed Bin Abdullah

Mobile: +62 815 1877 844

Franz Werner Limahelu

Mobile: +62 812 9296 363

Bagus Parmanto

Dony Umbara

Mobile: +62 812 631 5621

Leonora Febriany

Mobile: +62 813 804 60355

Captain Triadhi Donny N

Mobile: +62 812 872 64995



Iran (GMT +3 ½)

BANDAR ABBAS

Zakian Surveyors&Loss Adjusters L.L.C

Unit 56 A- First Floor, Building No.10- Se Khabeha- Hormuzan Complex-
Azad University Boulevard

Phone: +981 34 451 4532
+981 34 451 4161
+971 50 748 2424

Email: claims@masoudzakian.com
info@masoudzakian.com

Web: www.zakiansurveyors.com
www.masoudzakian.com

Out of hours:

Mr. Masoud Zakian

Mobile: +971 50 748 2424
+971 55 212 7797
+989 17 161 3506

Email: masoudzakian@gmail.com
masoudzakian@masoudzakian.com

Captain Reza Rakian

Mobile: +989 38 188 9012
+989 12 588 9012

Mr. Afshin Esmaeilnia

Mobile: +989 17 285 0345
+989 30 761 9823

Mr. Navid Zakian

Mobile: +4916095959377

216

TEHRAN

Sea Pars Shipping Services Ltd

No.22, 35th St. Alvand Avenue Argentine Square Postal Code :1516695514 Tehran

Phone: +98 21 8877 1342 / 88 77 1343/ 88 77 1344
Fax: +98 21 8877 1938

Email: info@seapars.com
info@seapars.ir

Web: www.seapars.com

Out of hours:

Mr. Iman Zamani

Mobile: +98 912 306 8927
Email: i.zamani@seapars.com

Mr. Rounaghi

Phone: +98 218 878 5798
Mobile: +98 912 126 7155
Email: rounaghi@seapars.com

Mrs. Laleh Izadi

Mobile: +98 912 293 1167
Email: lizadi@seapars.com



Iraq (GMT +3)



TURKP&I

BAGHDAD

Sadiq Jaafar & Associates

Al Mansor - Amirat Street, P O Box 15032, Al Yarmouk, District 601 Road 12,
Building 57 Baghdad

Phone: +964 1 541 3829

Fax: +964 1 541 3101

Email: sadiqaljashamy@yahoo.com

kms_1944@yahoo.com

Out of hours:

Sadiq Jaafar

Mobile: +964 781 914 1633

Email: sadiqjaafar.aljashamy@yahoo.com

Hanna Al Baghdadi

Mobile: +964 790 130 2242

Balsam Al-jashami

Mobile: +964 790 440 8464

BASRAH

Sadiq Jaafar & Associates

Twissaa Dist., 110 St. 47 H 8 Basrah

Phone: +964 40 61 7618

+964 40 612 566

Fax: +964 40 61 4932

Email: sadiqaljashamy@yahoo.com

Out of hours:

Captain Fadhil K Jabir

Phone: +964 40 623 639

Mobile: +964 780 101 2912





Ireland (GMT)

DUBLIN

P&I Shipping Services Ltd

P O Box 27, Chill Dara Industrial Estate, Newbridge, Co Kildare

Phone: +353 45 433750

Fax: +353 1 8132607

Email: pandi@sealaw.ie

Web: www.sealaw.ie

Out of hours:

Sean J O'Reilly

Phone: +353 1 840 2828

Mobile: +353 87 2043411

Email: sor@sealaw.ie

Mary O'Reilly

Phone: +353 45 433750

Mobile: +353 86 1763281

Email: maryoreilly@sealaw.ie



Israel (GMT +2)

ASHDOD

M Dizengoff & Co, P&I Representatives Ltd

PO Box 4092, Port Area, Ashdod 77190

Phone: +972 8 856 5779

Fax: +972 8 856 4931

Email: ash@dizrep.co.il
ronen@dizrep.co.il

Web: www.dizrep.com

Out of hours:

Ronen Benjamin

Mobile: +972 52 7283848

Email: ronen@dizrep.co.il

EILAT (See Haifa)

HAIFA

M Dizengoff & Co, P&I Representatives Ltd.

City Windows , Oren Bld.,2 Palyam St.,Haifa 33095 , Israel

Phone: +972 4 8673715 / +972 4 8626620

Fax: +972 4 8678796

Email: mail@dizrep.co.il

Web: www.dizrep.com

Out of hours:

Shimon Ziv

Mobile: +972 50 523 1815

Email: shimon@dizrep.co.il

Eenbar Bluestein

Mobile: +972 52 673 4662

Email: eenbar@dizrep.co.il

Itai Ziv

Mobile: +972 52 488 7881

Email: itai@dizrep.co.il

Nir Nissenzvieg

Mobile: +972 54 476 5398

Email: nir@dizrep.co.il



Italy (GMT +1)



TURKP&I

ANCONA

Mauro Consultants Ltd.

Via degli Orefici, 14c 60121 Ancona

Phone: +39 0544 59 92 23

Fax: +39 0544 59 74 39

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

AUGUSTA (See Messina)

BARI

Mauro Consultants Ltd. C/O Dalla Venezia Srl

Via Celentano, 27 – 70121 Bari

Phone: +39 0544 599 223

Fax: +39 0544 59 74 39

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

Capt. Luigi Guida

Mobile: +39 393 918 2898

Nicola Girone S.r.l.

Via Massaua, 1/E 70123 Bari

Phone: +39 080 534 1736

+39 080 534 0399

Fax: +39 080 534 0119

Email: gironeba@tin.it

Web: www.nicolagirone.com

Out of hours:

Capt. Francesco P. Bavaro Mr. Mimmo Masella

Mobile: +39 335 255 9509

Mobile: +39 335 532 4141



Italy (GMT +1)

BRINDISI

Mauro Consultants Ltd. C/O Studio Legale Stefanelli – Law Office

P.zza Cairoli 28 – 72100 Brindisi

Phone: +39 0544 59 92 23

+39 0544 42 22 88

Fax: +39 0544 59 74 39

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vl@mauc.it

Capt. Luigi Guida

Mobile: +39 393 918 2898

CAGLIARI

Mauro Consultants Ltd. (Sardinia Head Office) C/O Studio Legale Aresu – Law Office

Via Roma, 69 – 09124 Cagliari

Phone: +39 0544 59 92 23

+39 0544 42 22 88

Fax: +39 0544 59 74 39

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vl@mauc.it

Avv. Daniela Aresu

Mobile: +39 348 694 5925

CATANIA (See Messina)

CHIOGGIA (See Venice)





Italy (GMT +1)

CROTONE

Mauro Consultants Ltd. C/O Dalla Venezia Srl

Via Celentano, 27 – 70121 Bari

Phone: +39 0544 599 223

+39 0544 422 288

Fax: +39 070 640 1358

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

Capt. Giancarlo Dalla Venezia

Mobile: +39 335 844 4607

GAETA (See Naples)

GELA (See Messina)

GENOA

Mauro Consultants Ltd. C/O FAF Law Firm

Via XX Settembre, 26/5 16121 Genoa

Phone: +39 0544 599 223

+39 0544 422 288

Fax: +39 070 640 1358

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

Avv. Federico Ferrando

Mobile: +39 329 664 0080

GIOIA TAURO (See Palermo)



Italy (GMT +1)

LA SPEZIA

Mauro Consultants Ltd. C/O FAF Law Firm

Via Manzoni 46 – 19121 La Spezia

Phone: +39 0544 599 223

+39 0544 422 288

Fax: +39 070 640 1358

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

Avv. Federico Ferrando

Mobile: +39 329 664 0080

MESSINA

MAURO Consultants Ltd C/O PM Partners

Via P. Umberto, 104 – 96011 Augusta (SR)

Phone: +39 0544 599 223

+39 0544 422 288

Fax: +39 070 640 1358

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

Capt. Fransesco D'Emanuele

Mobile: +39 389 201 0439

MILAZZO (See Palermo)





Italy (GMT +1)

NAPLES

Holme & Co. S.r.l.

Via Santa Lucia 50 80132 Naples

Phone: +39 081 764 7075

Fax: +39 081 764 7520

Email: info@holme.it

Web: www.holme.it

Out of hours:

Giorgio Avolio De Martino

Home: +39 081 5567967

Mobile: +39 320 045 2593

Marie Fletcher

Mobile: +39 333 860 4460

Email: marie.fletcher@holme.it

Marvell Markovicz

Mobile: +39 335 697 3325

LIVORNO

Hugo Trumpy Livorno S.r.l.

Viale Italia 183 57127 Livorno

Phone: +39 0586 814 758

Fax: +39 586 870 002

Email: gruppohtliv@hugotrumpy.it

Web: www.hugotrumpy.it

Out of hours:

N. Cinquegrani

Mobile: +39 335 7407556

C. Perrone

Mobile: +39 586 810790



Italy (GMT +1)

ORTONA

Mauro Consultants Ltd. C/O PM Partners

Via Porto 14 – 66028 Ortona Porto

Phone: +39 0544 599 223

Fax: +39 0544 59 74 39

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

PALERMO

Mauro Consultants Ltd. C/O PM Partners

Via Antonio De Stefano 18 - 90146, Palermo, Italy

Phone: +39 0544 599 223

Fax: +39 0544 59 74 39

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

PESCARA (See Ancona)

PORTO EMPEDOCLE (See Palermo)

PORTO TORRES (See Cagliari)

RAVENNA

Mauro Consultants Ravenna Headquarters

Via Trieste 90/A 48122 Ravenna, Italy

Phone: +39 0544 422 288

Fax: +39 0544 597 439

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it



Italy (GMT +1)



TURKP&I

SALERNO

Mauro Consultants Ltd. C/O Studio Legale Sica - Law Firm

Pizza Caduti Civili di Guerra, 1 – 84122 Salerno

Phone: +39 0544 422 288

Fax: +39 0544 597 439

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Prof. Avv. Salvatore Sica

Mobile: +39 335 547 9462

Prof. Avv. Silverio Sica

Mobile: +39 337 853 595

SAVONA

Mauro Consultants Ltd. C/O FAF Law Firm

Via Famagosta, 18 – 171000 Savona

Phone: +39 0544 422 288

+39 010 868 3627

Fax: +39 010 868 3680

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it

Avv. Federico Ferrando

Mobile: +39 329 664 0080

TARANTO

Mauro Consultants Ltd. C/O GM Shipping

Via Pisanelli 40 – 74123 Taranto

Phone: +39 099 946 1228

Fax: +39 0544 597 439

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Captain Luigi Guida

Mobile: +39 393 918 2898

Avv. Alessandro Guida

Mobile: +39 393 941 2454



Italy (GMT +1)

TARANTO

Nicola Girone Srl

C.so V. Emanuele II, 31 – 74100 Taranto

Phone: +39 099 471 368

Fax: +39 099 471 383 2

Email: gironeta@tin.it

Web: www.nicolagirone.com

Out of hours:

Captain Maurizio Gennarini

Mobile: +39 348 262 6072

Mr. Vincenzo Eletti

Mobile: +39 336 542 877

Mr. Mimmo Masella

Mobile: +39 335 532 4141

TRIESTE

Mauro Consultants Ltd. C/O Studio Legale Antonini – Law Firm

Via Del Lazzaretto Vecchio, 2 – 34123, Trieste

Phone: +39 040 301 129

Fax: +39 0544 597 439

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Prof. Avv. Alfredo Antonini

Mobile: +39 335 277 970

Avv. Daniele Casciano

Mobile: +39 339 153 6598

VENICE

Mauro Consultants Ltd. C/O Studio Legale Solveni – Law Office

Castello Santa Maria Fomosa 5204, 30122 Venice

Phone: +39 054 4599 223

Fax: +39 0544 597 439

Email: info@mauc.it

Web: www.mauc.it

Out of hours:

Avv. Maurizio Mauro

Mobile: +39 348 560 0688

Email: mm@mauc.it

Loredana Innocenti Mauro

Mobile: +39 338 299 9835

Email: vli@mauc.it



Ivory Coast (GMT)

ABIDJAN

TCI (Africa)

Résidence Carla, 11 rue Des Pêcheurs, Abidjan Zone 3

Phone: +225 21 24 29 64

+225 21 240 566

Fax: +225 21 24 29 63

Email: tci-abidjan@tci-africa.com

Web: www.etic-sas.com

Out of hours:

Captain Toulega Dosso

Phone: +225 22 42 00 59

Mobile: +225 07 05 15 27

Romain Soglo

Mobile: +33 613 38 09 65

Robert Kohoubi

Mobile: +225 07 07 56 03



Jamaica (GMT -5)

KINGSTON

Cariconsult Jamaica Office Caribbean P&I Jamaica Limited

The Masterton Building 21-25 Hanover Street Kingston

Phone: +1 876 531 8399

Fax: +1 246 423 0985

Email: group@ccconsult.com.bb

Web: www.steers.com.bb

Out of hours:

Errol Williams

Mobile: +1 876 531 8399

Email: group@ccconsult.com.bb

Ken Stuart

Mobile: +1 268 464 2778



Japan (GMT +9)

IMABARI

ISS P&I JAPAN Ltd. (Head Office)

Land Hills 1st Floor, 1-2-35 Nakahiyoshi-cho, Imabari-shi, Ehime-ken 794-0055

Phone: +81 898 34 3585

Fax: +81 898 32 3587

Email: imabari.pandi@iss-shipping.com

Web: www.iss-shipping.com

Out of hours:

Tsuneari Higuchi

Mobile: +81 90 8576 1654

KOBE (See Imabari)

MOJI (See Tokyo)

NAGOYA (See Tokyo)

NAHA (See Tokyo)

OSAKA (See Imabari)

TOKYO

ISS P&I JAPAN Ltd. (Head Office)

8th Floor, Suzuyo-Hamamatsu-cho Bldg, 2-1-16 Kaigan, Minato-ku, Tokyo 105-0022

Phone: +81 3 5442 5001

Fax: +81 3 5442 5002

Email: tokyo.pandi@iss-shipping.com

Web: www.iss-shipping.com

Out of hours:

Toshihide Kuroda

Phone: +81 476 46 4478

Mobile: +81 80 4368 2672

Masaaki Hishiki

Mobile: +81 90 8597 7803

Iku Takahashi

Mobile: +81 90 8382 5633

Tsuyoshi Shiraki

Mobile: +81 90 7555 0457

YOKOHAMA (See Tokyo)



AMMAN

Jordan Pandl Consultants Corporation

Prince Shaker Bin Zaid Street, Shmesani District,
2nd Floor, Hesham Center, PO Box 940163, Amman

Phone: +962 6 560 6909

Fax: +962 6 567 6920

Email: info@jordanpandi.com

Web: www.jordanpandi.com

Out of hours:

Mr. Wael G. Baconi

Mobile: +962 79 558 8165

Email: wbaconi@jordanpandi.com

Mr. Mike Massanat

Mobile: +962 79 593 5875

Email: mmasannat@jordanpandi.com

Ms Lama Nasser

Mobile: +962 79 890 4460

Email: lnasser@jordanpandi.com

AQABA

Jordan Pandl Consultants Corporation

Abu Zahra Trading Center, First Floor - 4th Commercial Area,
AL-Manara Street Aqaba

229

Phone: +962 3 201 2997

Fax: +962 3 201 3331

Email: info@jordanpandi.com

Web: www.jordanpandi.com

Out of hours:

Mr. Joseph Khalil Gharios

Mobile: +962 79 553 8455

+962 77 799 7999

Email: jgharios@jordanpandi.com

Amin Kawar & Sons Co.

Hammamat Tunisia Street, Aqaba

Phone: +962 3 201 4218

Fax: +962 3 201 3618

Email: aks.info@kawar.com

Web: www.kawarshipping.com

Out of hours:

Azmi Falah

Mobile: +962 79 538 205

Walid Kawar

Mobile: +962 79 530 500



Kenya (GMT +3)

MOMBASA

Protecting & Indemnity Kenya Ltd.

P0 Box 90194, Inchape House, Archbishop Makarios Cls, Off Moi, Avenue

Phone: +254 41 222 7754

+254 41 231 4245

Fax: +254 41 231 4662

+254 41 222 3714

Email: pandimombasa@iss-shipping.com

Web: www.iss-shipping.com

Out of hours:

Mark Mboloi

Mobile: +254 724 839 556

Sanjeev Sukumaran

Mobile: +254 790 488 088

Email: sanjeev.sukumaran@iss-shipping.com

David Mackay

Mobile: +254 722 787 697

Email: david.mackay@iss-shipping.com



Kuwait (GMT +3)

KUWAIT

Inchape Shipping Services,

Kuwait P. O. BOX 78 Safat 13001

Phone : +965 2 241 9126

Fax: +965 243 47 325

Email : pandikuwait@iss-shipping.com

Web: www.iss-shipping.com

Out of hours:

Binod Kumar

Phone: +965 2 241 9126

Mobile: +965 9 906 9319

Email: binod.kumar@iss-shipping.com

George Kurian

Phone: +965 2 241 9126

Mobile: +965 6687 9842



Latvia (GMT +2)



TURKP&I

**LIEPAJA (See Riga) VENTSPILS (See Riga)
RIGA**

Pandi Balt Ltd. Riga (Latvia)

7 Maza Aluksnes Street, LV-1045 Riga

Phone: +371 67 383 951

Fax: +371 67 383 965

Email: pandi@pandi.lv

Web: www.pandibalt.lv

Out of hours:

Captain Eugene Drevitski

Mobile: +371 2918 6054

Captain Sergey Batmanov

Mobile: +371 2921 6619



Lebanon (GMT +2)

Maurice G Mouracade & Co

Selim Bustros Street, Chammah Building, Tabaris, Beirut

231

Phone: +961 1 201 821

+961 1 324116

+961 1 321385

Mobile: +961 3 622244 (24 hours mobile)

Fax: +961 1 200 590

Email: mgmpandi@dm.net.lb

Out of hours:

Roger Mouracade

Phone: +961 1 321389

Mobile: +961 3 621999

Mary Doueih

Mobile: +961 76 325615

Antoine Dakessian

Mobile: +961 3 325615

JOUNIEH (See Beirut)

SIDON (See Beirut)

TRIPOLI (See Beirut)



Liberia (GMT)

MONROVIA

TCI (Africa)

C/o Core Services Group Inc

Suite No 3 VIST Compound, U.N. Drive Sayon Town Bushrod Island, Monrovia, Liberia

Phone: +231 770 036 323

Fax: +231 88 652 75 46

Email: coreservicegroup@ymail.com
mail@eltvedtosullivan.com

Out of hours:

Benoni A Parsons

Mobile: +231 88 621 24 77



Libya (GMT +1)

BENGHAZI

Gargoum Group Co.

PO Box 153, Dubai Street, Benghazi

Phone: +218 92 302 2251

Fax: +218 61 909 4842

Email: gargoum@gargoum.com
Web: www.gargoum.com

Out of hours:

Ali Gargoum

Mobile: +218 91 209 2099

Ahmed Gargoum

Mobile: +218 91 376 5055

TRIPOLI

Gargoum Legal Marine

4 Gold Market behind Central Bank , Tripoli

Mobile: +218 91 2092099

Email: gargoum@gargoum.com
ahmed@gargoum.com
Web: www.gargoum.com

Out of hours:

Ali Gargoum

Mobile: +218 91 209 2099

Ahmed Gargoum

Mobile: +218 91 3765055





Libya (GMT +1)

TRIPOLI

Shtewi Legal & Pandi Services

207 Amehamed El Margrif Street, Second Floor, Tripoli

Phone: +218 21 334 1588

Fax: +218 21 334 1589

Email: shtewi@ltnet.net
shtewi69@hotmail.com

Out of hours:

Taher Shtewi

Phone: +218 21 350 7550

Mobile: +218 91 214 1080

Mohamed Hassoun

Mobile: +218 91 218 8631

ZUARA (See Tripoli)



Lithuania (GMT +2)

KLAIPEDA

Pandi Balt Ltd.

Tilzes Street 8-2, LT-91132 Klaipeda

Phone: +370 46 313 428

Fax: +370 46 313 428

Email: info@pandi.lt
pandi@pandi.lt

Web: www.pandibalt.lv

Out of hours:

Capt Aleksandr Dubrovskij

Mobile: +370 698 31457

Oleg Drobitko

Mobile: +370 655 39609



Madagascar (GMT +3)

TOAMASINA

TCl (Africa)

Lot 0105AB0361, Mangarivotra 401 Majunga

Phone: +261 3204 61734

Fax: +261 2053 32145

Email: tci-madagascar@tci-africa.com
mail@eltvedtosullivan.com

Out of hours:

Faustin Tsiresy

Mobile: +261 32 04 61 734

Email: tsiresy.fast@moov.mg



Malaysia (GMT +8)

JOHOR BAHRU

Spica Services (M) Sdn Bhd

Unit 18-05, Menara Landmark, 12 Jalan Ngee Heng, 80000 Johor Bahru

Phone: +60 7 226 1468

Fax: +60 7 226 5599

Email: psg.spica@benline.com.my
psg.operations@benline.com.my

Out of hours:

Michael Cheah

Mobile: +60 12 780 7128

Thomas Yan

Phone: +65 6746 3945

Mobile: +65 9737 4580

Dughall S Aitken

Phone: +65 6344 4066

Mobile: +65 9625 8986

KOTA KINABALU

Master Maritime Services (M) SDN BHD

NTS Building, 2nd Floor, 2A, Persiaran Raja Muda Musa 42000 Port Klang, Selangor Darul Ehsan

Phone: +60 3 3165 1668

Fax: +60 3 3165 2668

Email: info@maphi-insight.com
Web: www.maphi-insight.com

Out of hours:

Lim Ben

Mobile: +60 122 676 955

Khoo Hock

Mobile: +60 122 673 886

Email: masmar47@gmail.com



KUALA LUMPUR
TS OON & PARTNERS

A-12-3A, Menara UOA Bangsar No.5 Jalan Bangsar Utama 1 59000 Kuala Lumpur

Phone: +60 3 2283 6200
+60 3 2283 6211
Fax: +60 3 2283 3190

Web: www.oonbazul.com

Out of hours:
Oon Thian Seng

Mobile: +65 9754 2039
Email: thianseng@oonpartners.com

PENANG
Master Maritime Services (M) SDN BHD

NTS Building, 2nd Floor, 2A, Persiaran Raja Muda Musa 42000 Port Klang,
Selangor Darul Ehsan

Phone: +60 3 3165 1668
Fax: +60 3 3165 2668

Email: info@maphi-insight.com
Web: www.maphi-insight.com

Out of hours:
Lim Ben

Mobile: +60 122 676 955
Khoo Hock
Mobile: +60 122 673 886
Email: masmar47@gmail.com

PORT KLANG
Master Maritime Services (M) SDN BHD

NTS Building, 2nd Floor, 2A, Persiaran Raja Muda Musa 42000 Port Klang,
Selangor Darul Ehsan

Phone: +60 3 3165 1668
Fax: +60 3 3165 2668

Email: info@maphi-insight.com
Web: www.maphi-insight.com

Out of hours:
Lim Ben

Mobile: +60 122 676 955
Khoo Hock
Mobile: +60 122 673 886
Email: masmar47@gmail.com



Malta (GMT +1)

VALLETTA

H Vassallo & Associates Ltd

53 Old Theatre Street, Valletta VLT 1427

Phone: +356 21 225548

Fax: +356 21 223582

Email: mail@hvassallo.com

Web: www.hvassallo.com

Out of hours:

John Bugeja

Phone: +356 2144 3020

Mobile: +356 7904 7880

Carmel L Bugeja

Phone: +356 2144 3020

Mobile: +356 7922 5548

Joe B Buhagiar

Phone: +356 2157 6774

Mobile: +356 9944 2703

236



Martinique (GMT -4)

FORT DE FRANCE

Jean Pierre Porry

Immeuble Du Port, 8 Avenue Francois Mitterrand, 97200 Fort de France

Phone: +596 596 637 345

Fax: +596 596 600 754

Email: jpp@porry.fr

claims@porry.fr

Out of hours:

Jean-Pierre Porry

Phone: +596 596 612 484

Mobile: +596 696 337 604

Patrick Ferdinand

Mobile: +596 696 457 837

Marie Jose Guilion

Mobile: +596 696 258 554



Mauritania (GMT)

NOUAKCHOTT

TCI (Africa)

PO Box 3033, T038/039 Tevragh Zeina, Nouakchott

Phone: +222 4 525 6894

Fax: +222 4 525 3287

Email: tciafrnktt@yahoo.fr
[tci-nouakchott@tci-africa.com](mailto:tc-nouakchott@tci-africa.com)

Out of hours:

Mohamed M Lemine

Phone: +222 4 525 1256

Mobile: +222 2 226 03 52

Abdoulaye Diop

Mobile: +222 4 677 47 82

PORT LOUIS

Indoceanic Services Ltd

C/O Port Agency Services Mauritius Ltd (PAS)

Suite G13, St James Court, St Denis Street, Port- Louis, Mauritius

Phone: +230 211 4089

Fax: +230 213 6739

Email: indoceanic@wanadoo.fr
isles@indoceanic.com
operations@portagent.mu

Out of Hours:

Vick Tahalooa

Mobile: +230 5 252 21 22

Dominique Thomson

Mobile: +262 692 01 77 77

Jose Thomson

Mobile: +262 692 85 29 29



Mexico (GMT -6)

MEXICO CITY **PandiMelo S.C**

Rio Hudson, #8 Col Cuauhtémoc, Delegación Cuauhtémoc, C.P. 06500 México DF

Phone: +52 55 5211 2902

Fax: +52 55 5520 7165

Email: pandimelo@pandimelo.com

Web: www.pandimelo.com

Out of hours:

Ignacio Melo

Phone: +52 55 5294 6339

Mobile: +52 1 55 5406 9567

Fernando Melo

Phone: +52 55 5520 7369

Mobile: +52 1 55 5501 4518

Bernardo Melo

Phone: +52 55 6276 7012

Mobile: +52 1 55 9195 5801

238



Montenegro (GMT +1)

BAR

Samer & Strugar Shipping Ltd.

St Marsala Tita D-5, 85000 Bar

Phone: +382 30 317 350

Fax: +382 30 311 447

Email: samer.strugar@t-com.me

Web: www.samer.com

Out of hours:

Daniela Strugar

Mobile: +382 69 031125





CASABLANCA

Defmar C/O Societe Maghrebine de Defence Maritime

Espace Paquet, Suite No 506, Place Nicolas Paquet, Boulevard Mohamed V,
Casablanca 20000, Morocco

Phone: +212 5 22 45 25 25
+212 5 22 45 05 76
+212 5 22 44 51 32
+212 5 22 45 05 38
+212 5 22 45 05 86
Fax: +212 5 22 45 05 01

Email: somadef@defmar.com
Web: www.defmar.com

Out of hours:

Mr. Mohammed Margaoui

Mobile: +212 661 139 233
Email: margaoui@defmar.com

Mr. Mohamed Laazizi

Mobile: +212 661 463 834
Email: m.laazizi@defmar.com

Mrs. Sanae El Alam

Mobile: +212 664 541 255
Email: s.elalami@defmar.com

Mrs. Fatima Anchoum

Mobile: +212 642 757 957
Email: f.anchoum@defmar.com

Mr. Tarik Baalla

Mobile: +212 666 269 518
Email: t.baalla@defmar.com

McLean Maritime Maroc

40 rue Hadj Omar Riffi, 20100 Casablanca

Phone: +212 522 22 20 88
Fax: +212 522 22 20 16

Email: morocco@mcleans.fr
Web: www.mcleangroup.fr

Out of hours:

Veronique Javelaud

Mobile: +212 661 191 409

Issam Ennassiri

Mobile: +212 661 985 429



Mozambique (GMT +2)

MAPUTO

P&I Associates Mozambique Ltd

Casa Infanta Da Sagres, Largo Do Buzi 1-6, P O Box 44, Beira

Phone: +27 31 368 5050

Fax: +27 31 332 4455

Email: pidurban@pandi.co.za

Web: www.pandi.co.za

Out of hours:

Michael Heads

Mobile: +27 83 453 4899

Jason Hossack

Mobile: +27 83 303 1549

Pinto Basto Mozambique, LDA

Rua Simoes da Silva N:8 R/C, Maputo Mozambique

Phone: +258 21 322 109

Fax: +258 21 308 614

Email: vera.mexia@pintobasto.com

Web: www.pintobasto.com

Out of hours:

Mrs. Maria Helena

Mobile: +351 919 370 541

Email: maria.helena@pintobasto.com

Mr. Henrique Machado Soares

Mobile: +258 842 970 748

Email: pimocambique@pintobast

Mr. Joao Azeredo

Mobile: +351 912 231 134

Email: joao.azeredo@pintobasto.com





Myanmar (GMT -6 ½)



TURKP&I

YANGON

Tin Ohnmar Tun

Room 306 Building (A), Tetkatho Yeikmon Housing No 25(D), New University Avenue Road, Bahan Township, Yangon - Myanmar

Phone: + 95 1 731 50 632

+95 1 559 894

+95 1 559 467

+95 1 557 990

Fax: +95 1 557 990 / +95 1 248 108

Email: law_chambers@seasiren.com

Web: www.thelawchambersmm.com

Out of hours:

Tin Ohnmar Tun

Mobile: +95 9 512 1024

Email: tin_o_tun@aquamarine.com.mm

Mya Mu

Mobile: +95 9 450 034992

Tin Thiri Aung

Mobile: +95 9 500 8833

Thu Ra Thaung

Mobile: +95 9 512 3753

241



Namibia (GMT +1)

WALVIS BAY (See Durban, South Africa)



Netherlands (GMT +1)

AMSTERDAM (See Rotterdam)

ROTTERDAM

DUPI Rotterdam BV

Wijnhaven 65F, P.O. Box 23085 3011 WJ Rotterdam

Phone: +31 10 440 5555

Fax: +31 10 440 5595

Email: info@dupi.nl

Web: www.dupi.nl

➤ Netherlands (GMT +1)

Out of hours:

Mr. Peter C van Bodegraven

Mobile: +31 623 398 506

Mr. Jaco van Eikeren

Mobile: +31 623 429 024

Mr. Martijn Houtbraken

Mobile: +31 623 398 638

Ms. Rosalie Boers

Mobile : +31 628 504 172

➤ New Caledonia (GMT)

NOUMEA

McLeans (New Caledonia) C/O ALB Naval,

2 Allee Bellevue Baie Des Citrons, B.P. 8745, 98807-20 Noumea

Phone: +687 781 084

Fax: +687 276 956

Email: jackalain@gmail.com

Web: www.mcleangroup.fr

Out of hours:

Captain Alain Le Breton

Mobile: +687 781 084

242





New Zealand (GMT +12)

AUCKLAND

P&I Services

Level 11, 2 Commerce Street, Auckland

Phone: +64 9 303 1900

Fax: +64 9 308 9204

Out of hours:

Alistair Irving

Phone: +64 9 445 6481

Mobile: +64 274 455 396

Email: alistair.irving@pandinz.co.nz

Neil A Wheeler

Phone: +64 9 579 5902

Mobile: +64 274 921 975

Email: neil.wheeler@pandinz.co.nz



Nicaragua (GMT -6)

BLUEFIELDS (See Managua)

CORINTO (See Managua)

MANAGUA

Marine Services International

Colonial Los Robles IV Etapa. No 96 Managua

Phone: +505 278 6811

Fax: +505 277 0786

Email: msi@cablenet.com.ni

Out of hours:

Freddy Hernandez Guevara

Mobile: +505 885 7871

Email: freddy33.hernandez@gmail.com

PUERTO CABEZAS (See Managua)

PUERTO SANDINO (See Managua)

SAN JUAN DEL SUR (See Managua)



Nigeria (GMT +1)

LAGOS

Africa Marine Services C/O West Africa Marine P&I Services (Nigeria)

1A Plateau Road, Apapa, Lagos

Phone: +234 803 321 8030

Email: africamarinelos@aol.com

Web: www.africamarineserv.com

Out of hours:

Allen Hardcastle

Mobile: +234 803 321 8030

S Fagboun

Mobile: +234 803 330 5036

PORT HARCOURT

Africa Marine Services C/O West Africa Marine P&I Services (Nigeria)

7A Nsirim Crescent, GRA Phase 111, Port Harcourt River State

Phone: +234 84 461 190
+234 15 872 882

Fax: +234 84 461 189
+234 15 872 882

Out of hours:

Iain Marsh

Phone: +234 84 461 189

Mobile: +234 803 323 6039

Email: ianmarsh2002@yahoo.co.uk

Email: iainmarsh2002@yahoo.co.uk

Web: www.africamarineserv.com

244



North Korea (GMT +9)

PYONGYANG

Claims & Correspondents Department of DPR of Korea

Haebangsan-dong, Central District, Pyongyang

Phone: +850 2 18111 / 341 8024

Fax: +850 2 381 4464

Email: kp.corresp@silibank.net.kp



Norway (GMT +1)

Oslo

P&I Scandinavia AS

Fred Olsensgt 3B, 0152 Oslo

Phone: +47 22 41 59 05

Fax: +47 22 33 50 20

Email: info.no@pandiscan.com

Web: www.pandiscan.com

Out of hours:

Erik Tuvey

Mobile: +47 46 88 79 44

Karl Erik Presterud

Mobile: +47 91 30 41 04



Oman (GMT +4)



TURKP&I

MUSCAT

Gulf Agency Company (Oman) LLC

PO Box 740, Ruwi 112, Sultanate of Oman, GAC Building,
Dohat Al Adab Street Al Khuwair Muscat

Phone: +968 2447 7800

Fax: +968 2447 7891

Email: claims.oman@gac.com

claims.me@gac.com

Web: www.gac.com

Out of hours:

Ranjith KP

Mobile: +968 9920 9473

Email: ranjith.kunduvazhi@gac.com

Daniel Nordberg

Mobile: +968 9521 5700

Email: daniel.nordberg@gac.com

Kosala Wijesinghe

Mobile: +968 9934 0352

Email: kosala.wijesinghe@gac.com

SALALAH

Gulf Agency Company (Oman) LLC

Way 33/ Building No.21- Nasr Bin Murshid Street, Al Waddi, Salalah-211,
Sultanate of Oman

Phone: +968 2321 1211

+968 2447 7815

Fax: +968 2331 4879

Email: claims.oman@gac.com

claims.me@gac.com

Web: www.gac.com

Out of hours:

Ranjith Kunduvazhi

Mobile: +968 9920 9473

Email: ranjith.kunduvazhi@gac.com

Anil Kumar Gopal

Mobile: +968 9931 4357

SOHAR

Gulf Agency Company (Oman) LLC

Falaj Al Qabail, As Soroor Street, Block No.2292, PO Box 81, Postal Code 327, Opp.Sohar
Industrial Estate, Sohar.

Phone: +968 2675 1104

Fax: +968 2675 1876

Email: claims.oman@gac.com

claims.me@gac.com

Web: www.gac.com

Out of hours:

Ranjith Kunduvazhi

Mobile: +968 9920 9473

Email: ranjith.kunduvazhi@gac.com

Ashan Silva

Mobile: +968 9935 1782

ashan.silva@gac.com



Pakistan (GMT +5)

KARACHI

Indemnity Marine (Pvt) Ltd

24/1 9th Street, Off Khayaban-e- Shamshee, Phase V Defence Housing Authority, Karachi-75500

Phone: +92 21 35341042
+91 21 35347256
+91 21 35341826
Fax: +92 21 35341041

Email: indemnity@indemnitymarine.com
indemnity@gmail.com

Out of hours:

Captain S Hashim Mujtaba

Phone: +92 21 3584 1726
Mobile: +92 300 822 5446

S Abid Mujtaba

Phone: +92 21 35856354
Mobile: +92 300 2238188

James Finlay Limited

3rd Floor, Finlay House, I.I. Chundrigar Road, P O Box 4670, Karachi 74000

Phone: +92 21 32444907
+92 21 32470563
+92 21 32418090-96
Fax: +92 21 32418097/32417818
+92 21 32427565

Email: irfan.vazeer@finlayskhi.com
irfan.vazeer.pni@gmail.com
Web: www.finlays.com

Out of hours:

Irfan H A Vazeer

Phone: +92 21 3534 9085-7
Mobile: +92 345 200 9900
Email: irfan.vazeer@finlayskhi.com

Syed Taimur Ali

Mobile: +92 345 200 9937
Email: sta1@finlayskhi.com

Syed Hamza Ali Shah

Mobile: +92 345 200 9910
Email: has@finlayskhi.com

Syed Abbas Haider Kazmi

Mobile: +92 345 200 9910



Panama (GMT -5)



TURKP&I

BALBOA

C Fernie and Co SA

Marr Center, P O Box 0843-00191, La Boca, Balboa, Ancon

Phone: +507 211 9488

Fax: +507 211 9450

CRISTOBAL

C Fernie and Co SA

1110 Columbus Avenue, Cristobal

Phone: +507 433 8500

+507 6614 0554

Fax: +507 433 8528

Email: ferniepi@cfernie.com

Out of hours:

Andre Perret

Phone: +507 399 0665

Mobile: +507 6617 3229

John Blennerhasset

Phone: +507 470 0313

Mobile: +507 6612 1152

247



Papua New Guinea (GMT +10)

PORT MORESBY

Brian White & Associates

1st Floor - Investwell Building, Off Cameron Road, Gordons Industrial Estate, Gordons NCD
121, Port Moresby

Phone: +675 311 2311

Fax: +675 325 5007

Email: moresby@bwamarine.com

Web: www.bwamarine.com

Out of hours:

Brian White

Mobile: +675 734 75497

Margaret Aria

Phone: +675 7380 3481



Paraguay (GMT -4)

ASUNCION

Servicios Mercantiles Internacionales Srl

Montevideo 1580 C/ Roma, Asuncion

Phone: +595 21 422 665

+595 21 421 999

Fax: +595 21 422 561

Email: info@smi.com.py

Out of hours:

Amancio Bogado

Mobile: +595 981 441 285

Email: amancio.bogado@smi.com.py



Peru (GMT -5)

LIMA

Overseas Service Agency SA

Calle Amador Merino Reyna 195, San Isidro, Lima

Phone: +51 1 4429090

Fax: +51 1 4422673

Email: osa@osa.com.pe

Web: www.osa.com.pe

Out of hours:

Sylvia Grant

Phone: +51 1 242 0126

Mobile: +51 999 70 2897

Martin G Grant

Phone: +51 1 4467931

248





Philippines (GMT +8)



TURKP&I

MANILA

Pandiman Philippines Inc

Pandiman Building, General Luna Corner Sta. Potenciana Streets, Intramuros Manila 1002

Phone: +63 2 527 7831

Fax: +63 2 527 2167

Email: mis@pandiman.com

Web: www.pandiman.com

Out of hours:

Captain Andrew J Malpass

Phone: +63 2 555 1214

Mobile: +63 917 536 5315

Delia Andrada

Mobile: +63 920 912 5731

Marina C Urpiano

Mobile: +63 917 821 4481

Amor Caoile

Mobile: +63 917 812 3401





Poland (GMT +1)

GDANSK

Sulnave Sp.z.o.o.

Ul Armii Krajowej 68/4, 81-844 Sopot

Phone: +48 58 551 08 12

Fax: +48 58 551 04 01

Email: pandi@sulnave.com.pl
office@sulnave.pl

Out of hours:

Maciej Grudzinski

Mobile: +48 502 573 512

GDYNIA

Morska Agencja Gdynia Ltd

Ul. Tadeusza Wendy 15, 81-341 Gdynia

Phone: +48 58 785 3856

Fax: +48 58 785 3855
+48 58 785 3786

Email: pandi@mag.pl
j.legowski@mag.pl

Web: www.mag.pl

Out of hours:

Janusz Legowski

Phone: +48 58 629 5501

Mobile: +48 605 207776

Email: j.legowski@mag.pl

Krzysztof Kuchta

Phone: +48 58 781 0299

Mobile: +48 603 650494

SWINOUJSCIE (See Szczecin)

SZCZECIN

Anamarine

Rynek Nowy 1/4 70-533 Szczecin

Phone: +48 91 8122840

Fax: +48 91 8122841

Email: info@anamarine.com
Web: www.anamarine.com

Out of hours:

Anna Grudzinska

Mobile: +48 608 516 800

Email: ewa@anamarine.com

Capt. Jack Goszczynski

Mobile: +48 602 222 477

Capt. Marius Lapinski

Mobile: +48 501 505 797



LISBON

Pinto Basto Comercial LDA

Av.24 de Julho 1-D, 1200-478, Lisbon

Phone: +351 213 230400

Fax: +351 213 471 231

Web: www.pintobasto.com

Out of hours:

Mrs. Vera Mexia

Phone: +351 21 323 04 19

Mobile: +351 91 877 45 99

Email: vera.mexia@pintobasto.com

Mr. Lino Carrilho

Phone: +351 21 323 04 03

Mobile: +351 91 723 59 94

Email: lino.carrilho@pintobasto.com

B.V.CAMPBELL, LDA

Avenida da República, N°6, 7º Esq. 1050 - 191 Lisbon

Phone: +351 218 680 758

Fax: +351 218 680 760

Email: bvcsurveyors@mail.telepac.pt

Web: www.bvcampbell-surveyors.com

Out of hours:

José António Gil

Mobile: +351 964 058 938

Email: jose.gil@bvcampbell-surveyors.com

OPORTO

Pinto Basto Comercial Lda

Rua Dr Francisco Sá Carneiro, 336/348 R/C 4450-676, Leça da Palmeira, Oporto

Phone: +351 22 999 43 00

Fax: +351 22 996 73 81

Web: www.pintobasto.com

Out of hours:

Maria Helena Ribeiro

Phone: +351 22 999 43 34

Mobile: +351 919 37 05 41

Email: maria.helena@pintobasto.com

Joao Azeredo

Phone: +351 22 999 43 35

Mobile: +351 912 231 134

Email: joao.azedo@pintobasto.com



Puerto Rico (GMT -4)

SAN JUAN

Jimenez, Graffam & Lausell (Lawyers)

Suite 505 Midtown Building, 420 Ponce de Leon Avenue, San Juan 00918-3405

Phone: +1 787 767 1030

+1 787 767 1000

Fax: +1 787 751 4068

Email: info@jgl.com

Web: www.jgl.com

Out of hours:

Jorge F Blasini

Phone: +1 787 644 1901

Mobile: +1 787 796 3659

Email: jblasini@jgl.co

J. Ramon Rivera-Morales

Phone: +1 787 790 7155

Mobile: +1 787 510 8090

Email: jrivera@jgl.com

Manolo T Rodriguez Bird

Phone: +1 787 755 6913

Mobile: +1 787 381 7917

Email: mrodriguez@jgl.com

Edgardo Vega

Phone: +1 787 961 3385

Mobile: +1 787 430 4138

Email: evega@jgl.com

252



Qatar (GMT +3)

DOHA

Gulf Agency Qatar (W.L.L.)

P O Box 6534, Jaidah Square (next to HSBC main branch), 7th Floor ,
63 Airport Road, Doha Qatar

Phone: +974 4420 5600

Fax: +974 4420 5601

Email: claims.qatar@gac.com

claims.me@gac.com

Web: www.gac.com

Out of hours:

Zackaria Mathew

Phone: +974 4420 5669

Mobile: +974 5581 9861

Email: zackaria.mathew@gac.com

Anil Pathirana

Phone: +974 4420 5654

Mobile: +974 5580 5192

Email: anil.pathirana@gac.com

Saman Peiris

Mobile: +974 5553 4278

Email: saman.peiris@gac.com

Mikko Wieru

Mobile: +974 5550 3104

Email: mikko.wieru@gac.com



BUCHAREST

Interservices S.A

Strada Daniel Barcianu Nr.4, 030901 Bucharest

Phone: +40 21 321 9235

Fax: +40 21 326 9235

Email: office@mancas.ro

Web: www.mancas.ro

Out of hours:

Mr. Gabriel Mancas

Phone: +40 245 731051

Mobile: +40 722 230 758

Mrs. Luciana Mancas

Phone: +40 245 731051

Mobile: +40 722 230 759

Mr. Gabriel Ciutu

Mobile: +40 744 56 8028

Mrs. Manuela Dumitru

Mobile: +40 745 605 364

Mr. Vlad Mancas

Phone: +40 21 253 1865

Mobile: +40 723 298 226

Mrs. Catalina Mancas

Mobile: + 40 723 200 948

CONSTANTZA

Interservices S.A. Constantza

Str Revolutiei din 22 Decembrie 1989, No 41 Bloc SNC, Etaj 2 Ap 31,
Constantza 900735

Phone: +40 241 611 644

+40 241 616 543

+40 241 616 507

Fax: +40 241 611 644

Email: constantza@mancas.ro

Web: www.mancas.ro

Out of hours:

Captain Spiridon Timofte

Phone: +40 241 736 123

Mobile: +40 744 625 379

Mr. Gabriel Tudorache

Phone: +40 241 744 075

Mobile: +40 744 656 604

Mr. Laurentiu Badila

Phone: +40 341 441 539

Mobile: +40 745 764 629



Romania (GMT +2)

GALATZ

Interservices S.A.

Strada Traian No 5, Bloc C5, Scara 2 Apt 21, Galatz, Postal Code 800049

Phone: +40 236 462 603

+40 236 463 759

Fax: +40 236 461 707

Email: galatz@mancas.ro

Web: www.mancas.ro

Out of hours:

Iliutza Mocanu

Phone: +40 236 463 890

Mobile: +40 745 616 458



Russia (GMT +2 / +12)

MOSCOW

CIS Pandl Services Ltd

9 Godovikova Street Bld. 3, Office 4.5, Moscow 129085

Phone: +7 495 988 3411

Fax: +7 495 988 3411

Email: moscow@cispandi.com

Web: www.cispandi.com

Out of hours:

Ms. Anna Shumeyko

Mobile: +7 905 246 05 50

Mr. Andrey Galushko

Mobile: + 7 916 997 18 74

NAKHODKA

CIS Pandl Services Ltd

43 Postysheva St., Apt 200, Nakhodka 692918

Phone: +7 4232 431 865

Fax: +7 4232 431 865

Email: nakhodka@cispandi.com

Web: www.cispandi.com

Out of hours:

Mr. Oleg Onoprienko

Phone: +7 4232 451 658

Mobile: +7 4232 701 403

254





Russia (GMT +2 / +12)

NOVOROSSIYSK **CIS PandI Services Ltd**

95 Fabrichnaya Street, Novorossiysk 353923

Phone: +7 8617 711 534

Fax: +7 8617 611 286

Email: novo@cispandi.com

Web: www.cispandi.com

Out of hours:

Mr. Oleg Shashkin

Mobile: +7 988 762 75 63

Mr. Denis Shashkin

Mobile: +7 988 343 45 92

ST PETERSBURG **CIS PandI Services Ltd**

Office 313 "Baltic Marine Centre", 5 A Mezhevoy Channel, St Petersburg 198035

Phone: +7 967 535 75 59

Fax: +7 812 300 45 32

Email: st.petersburg@cispandi.com

Web: www.cispandi.com

255

Out of hours:

Mr. Andrey Ivanov

Mobile: +7 911 161 0816

VLADIVOSTOK **CIS PandI Services Ltd**

58 Partizansky Prospect Apt. 404, Vladivostok 690002

Phone: +7 4232 431 865

Fax: +7 4232 431 865

Email: vladivostok@cispandi.com

Web: www.cispandi.com

Out of hours:

Oleg Onoprienko

Phone: +7 4232 451 658

Mobile: +7 4232 701 403



Samoa (GMT +14)

APIA

Betham Brothers Enterprises Ltd

Macdonald Building, Beach Road, Apia

Phone: +685 22613

+685 22614

Fax: +685 23408

Email: bethbros@samoa.ws

Out of hours:

Mark Betham

Phone: +685 22191

Aleni Penina

Phone: +685 20703



Saudi Arabia (GMT +3)

DAMMAM

Gulf Agency Company Saudi Arabia

P O Box 335, Dammam 32415 KSA, 6th Floor, al Dossary Tower, Al Ashriah Street

Phone: +966 13 832 8762 /8764 /3425 /3427

Fax: +966 13 832 3035

Email: claims.saudiarabia@gac.com

claims.me@gac.com

Web: www.gac.com

Out of hours:

Altaf Khatib

Mobile: +966 55 226 3009

Email: altaf.khatib@gac.com

Mudassar Desai

Mobile: +966 505 88 4451

Email: mudassar.desai@gac.com

Yahya Wasim

Phone: +966 13 832 3426

Mobile: +966 50 584 9997

Email: yahya.wasim@gac.com

Steward Hendry

Mobile: +966 59 881 7011

Email: steward.hendry@gac.com

David Burck

Mobile: +966 50 584 8887

Email: david.burck@gac.com

256



Saudi Arabia (GMT +3)



TURKP&I

Mutual Marine Services Al Mushtaraka Ltd

Al Tobaishi PO Box 8792 Dammam 31492 Saudi Arabia

Phone: +966 13 826 8326

Fax: +966 13 827 5342

Email: claims.dammam@mushtaraka.com

Web: www.mushtaraka-iraq.com

Out of hours:

Syed Nizamuddin Ahmed

Mobile: +966 50 584 0518

Email: nizamuddin@mushtaraka.com

JEDDAH

Gulf Agency Company Saudi Arabia

PO Box 2038, Jeddah 21451, Saudi Arabia

Phone: +966 12 653 5060

Fax: +966 12 651 0860

Email: claims.saudiarabia@gac.com

claims.me@gac.com

Web: www.gac.com

257

Out of hours:

Altaf Khatib

Mobile: +966 55 226 3009

Email: altaf.khatib@gac.com

Mohsin Fakh

Mobile: +966 59 976 3246

Email: mohsin.fakh@gac.com

Abdul Latifa Khan

Mobile: +966 59 748 8886

Email: abdullatif.khan@gac.com

Samer Eid

Mobile: +966 59 999 6171

Email: samer.eid@gac.com

Mutual Marine Services Al Mushtaraka Ltd

3rd Floor Saudi Business Centre, Medina Road, PO Box 12635, Jeddah 21483

Phone: +966 12 652 2666

Fax: +966 12 652 1944

Email: claims@mushtaraka.com

Web: www.mushtaraka-iraq.com

Out of hours:

Larry Heron

Mobile: +966 504 667 728

Email: larry.heron@mushtaraka.com

Hassan Omar

Mobile: +966 56 777 4277

Email: hassanomar@mushtaraka.com

➤ Senegal (GMT)

DAKAR

TCI (Africa)

5 Avenue Georges Pompidou, Immeuble Sokhna Anta, B.P. 2540 Dakar

Phone: +221 33 849 1399

Fax: +221 33 823 5019

Email: tc-dakar@tci-africa.com
tciafrdk@orange.sn

Out of hours:

Ngagne Faye

Mobile: +221 77 332 72 15

KAOLACK (See Dakar)

➤ Seychelles (GMT +4)

MAHE

Hunt Deltel & Co Ltd.

P.O. Box 14, Mahe, Seychelles

Phone: +248 4 380 300

Fax: +248 4 225 367

Email: hundel@seychelles.net

Web: www.hundel.sc

Out of hours:

Percy Grandcourt

Phone: +248 4 241 037

Mobile: +248 4 225 367

Email: percy.grandcourt@huntedtel.com

Christophe Hoareau

Phone: +248 4 241 475

Mobile: +248 4 513 475

E H Houareau

Phone: +248 4 241 475

Mobile: +248 4 516 239

➤ Sierra Leone (GMT)

FREETOWN

Africa Marine Services C/O West Africa Marine P&I (SL) Limited

Port Office, Q.E. II Port, Freetown

Phone: +232 7731 6763

Email: africamarine@aoi.com

Web: www.africamarineserv.com

Out of hours:

A. Williams

Mobile: +232 766 02813



Singapore (GMT +8)

SINGAPORE

Spica Services (Singapore) Pte Ltd

80 Anson Road, #28-01 Fuji Xerox Towers, Singapore 079907

Phone: +65 6225 5711

Fax: +65 6221 2053

Email: claims@spica.com.sg

Out of hours:

Abdul Rahman

Phone: +65 6781 1442

Mobile: +65 9679 8503

Ahmad Jailani Johari

Phone: +65 6766 1883

Mobile: +65 9817 9250

Thomas Yan

Phone: +65 6746 3945

Mobile: +65 9737 4580

Dughall S Aitken

Phone: +65 6344 4066

Mobile: +65 9625 8986

Aung Myo Myat Naing

Mobile: +65 9731 2195

Ashley Beh

Mobile: +65 9297 0690

259

OON & BAZUL LLP

36 Robinson Road, #08-01/06 City House, Singapore 068877

Phone: +65 6223 3893

Fax: +65 6223 6491

Web: www.oonbazul.com

Out of hours:

Kelly Yap

Phone: +65 6239 5880

Mobile: +65 9621 8312

Email: kellyyap@oonbazul.com

Oon Thian Seng

Phone: +65 6239 5880

Mobile: +65 9621 8312

Email: thianseng@oonbazul.com



Slovenia (GMT +1)

KOPER

Samer & Co Shipping Ltd.

Vojkovo nabrežje 32, 6000 Koper

Phone: +386 599 35660

Fax: +386 599 35660

Email: samer.koper@samer.com

Web: www.samer.com

Out of hours:

Mateja Prašelj

Mobile: +386 40 305131

Ms Andreja Meznar

Mobile: +386 51 648377



Somalia (GMT +3)

BERBERA

Omer Ali Dualeh & Co

PO Box 144, Berbera

Phone: +252 2 740 186

Fax: +252 2 572 035

Email: omaarco@yahoo.com

Out of hours:

Omer Ali Dualeh

Mobile: +252 2 442 7016

Abdul Kadir O Ali

Mobile: +252 2 447 1058

MOGADISHU

Omer Ali Dualeh & Co

PO Box 126, Mogadishu

Phone: +252 594 4208

Fax: +252 1 215 635

Email: omaarco2@yahoo.com

Out of hours:

Abdul Kadir O Ali

Mobile: +252 2 447 1058

Omer Ali Dualeh

Mobile: +252 2 442 7016





South Africa (GMT +2)

CAPE TOWN

P&I Associates (Pty) Ltd.

Unit 1B, Foregate Square, No 1 Heerengracht St, Cape Town 8001

Phone: +27 21 425 4924

Fax: +27 21 421 1423

Email: pict@pandi.co.za

Web: www.pandi.co.za

Out of hours:

Garth Hansen

Mobile: +27 83 255 6994

Neil Chetty

Mobile: +27 83 250 3381

DURBAN

P&I Associates (Pty) Ltd.

29th Floor Suite 2901, 333 Anton Lembede St (Smith St), Durban CBD, South Africa

Phone: +27 31 301 1102

+27 83 250 3398

Fax: +27 31 301 1290

Email: pidurban@pandi.co.za

Web: www.pandi.co.za

Out of hours:

David Macdonald

Phone: +27 31 466 4192

Mobile: +27 83 253 0170

Michael Heads

Phone: +27 31 207 2394

Mobile: +27 83 453 4899

Jason Hossack

Mobile: +27 83 303 1549

Byron Elkington

Mobile: +27 83 703 8113

EAST LONDON

Drake Flemmer & Orsmond (EL) Inc

Tewkesbury House, 22 St James Road, Southernwood, East London 5201

Phone: +27 43 722 4210

Fax: +27 43 722 1555

Email: richard@drakefo.co.za

Web: www.drakefo.co.za



South Africa (GMT +2)

Out of hours:

Richard K Jardine

Phone: +27 43 730 7350

Mobile: +27 82 496 0485

Angus James Pringle

Mobile: +27 82 491 9075

PORT ELIZABETH (See Durban)

RICHARDS BAY

P&I Associates (Pty) Ltd

Suite 3, Chisholm Park, 1/6 Northmoor Road, Richards Bay Harbour, 3900 Richards Bay

Phone: +27 35 797 9040

+27 83 448 7787

Fax: +27 35 797 9042

Email: pirbay@pandi.co.za

Web: www.pandi.co.za

Out of hours:

Roy Carby-Thompson

Mobile: +27 83 448 7787

262

SALDANHA BAY

P&I Associates (Pty) Ltd

98 Harpuiosbos Street, Langebaan, Western Cape 7357, Saldanha Bay

Phone: +27 22 772 2707

+27 83 283 3493

Fax: +27 22 772 2706

Email: saldanha@pandi.co.za

Web: www.pandi.co.za

Out of hours:

Garth Hansen

Mobile: +27 83 283 3493

+27 83 255 6994



South Korea (GMT +9)

BUSAN (See Seoul)

INCHON

Spark International, Incheon Office

708 Jungsuk Building, 366 Seohae-Daero Jung-Gu, Incheon 22332 South Korea

Phone: +82 32 885 1236

Fax : +82 32 886 4540



South Korea (GMT +9)



TURKP&I

Email : spark@sparkinternational.com
Web : www.sparkinternational.com

Out of hours :

Captain Stanley S.C.Kang

Mobile: +82 10 4633 4415

Hubert H.S.Lee

Mobile: +82 10 3013 0271

MOKPO (See Seoul)

PUSAN

Spark International, Pusan Office

1109 Korea Express Building, 176 Jungang-Daero Dong-Gu, Pusan 48822 South Korea

Phone : +82 51 464 5924

Fax : +82 51 464 8715

Email: spark@sparkinternational.com
Web : www.sparkinternational.com

Out of hours :

LeoS.I.Min

Mobile: +82 10 6337 5924

Julie J.H. Kim

Mobile: +82 10 6687 5611

263

SEOUL

Spark International

702 Officia, 92 Saemunan-Ro, Jongno-Gu, Seoul 03186, South Korea

Phone: +82 2 3276 2622

Fax: +82 2 3276 2604

Email: spark@sparkinternational.com
Web: www.sparkinternational.com

Out of hours:

Captain Sam S H Park

Mobile: +82 10 8986 2622

Joseph Y S Park

Mobile: +82 10 8945 2622

Captain Richard G.S.Gim

Mobile: +82 10 6267 4406

PANDIKO Ltd

Room 608, Hyoduck Building, 51, 9 Gil, Namdaemunro, Jung-Gu, Seoul

Phone: +82 32 502 1464 / + 82 10 8264 1464

Fax: +82 2 777 5115

Email: pandiko@hanmail.net

Out of hours:

S Y Kim

Mobile: +82 10 8264 1464

Email: sykim1464@hanmail.net

Captain Y U Yoo

Mobile: +82 10 5442 5116

Email: captyoo@nascojcp.com



Spain (GMT +1)

BARCELONA

Hispania P&I Correspondents

C/ Jonqueres 18, 8B, 08003 Barcelona

Phone: +34 93 268 1853

Fax: +34 93 268 9978

Email: barcelona@pandihispania.com

Web: www.pandihispania.com

Out of hours:

James McKinnell

Phone: +34 93 268 4701

Mobile: +34 670 458 646

Email: james.mckinnell@pandihispania.com

Rosana Velasco

Phone: +34 93 268 0555

Mobile: +34 670 458 642

Email: rosana.velasco@pandihispania.com

Ana Escanilla

Phone: +34 93 310 1475

Mobile: +34 637 217 151

Email: ana.escanilla@pandihispania.com

Jose Zaragoza

Phone: +34 93 269 1946

Mobile: +34 608 460 318

Email: jose.zaragosi@pandihispania.com

SEVILLE

Tablada Pandi Services, S.L. Sevilla Office

Avda Reina Mercedes 19C, 41012 Seville

Phone: +34 954 241 212

Fax: +34 954 241 213

Email: tabladaservices@futurnet.es

Web: www.tabladaservices.com

Out of hours:

Jeronimo Soriano

Mobile: +34 607 209 997

Julia Soriano

Mobile: +34 687 344 292

VALENCIA

Nimes España, S.L.

Almirante Cadarso 17-1 46005 Valencia

Phone: +34 963 952 008

Fax: +34 963 954 176

Email: pandi@nimes.es

Web: www.nimes.es

Out of hours:

Ian S. Nicholas

Mobile: +34 607 310 314

Magdalena Etcheverria

Mobile: +34 627 820 370

Trevor W. Nicholas

Mobile: +34 670 400 622

Julia R. Nicholas

Mobile: +34 626 553 597



Spain (GMT +1)



TURKP&I

VIGO

Hispania P&I Correspondents

C/Elduayen 4 (Bajos), 36202 Vigo

Phone: +34 607 162 841

Fax: +34 986 433 446

Email: galicia@pandihispania.com

Web: www.pandihispania.com

Out of hours:

Angel Taboas

Mobile: +34 607 162 841

James McKinnell

Mobile: +34 670 458 646



Sri Lanka (GMT +5 ½)

COLOMBO

Intermarc Services- Marine Surveyors and Consultants

30/63 Longdon Place, 00700, Colombo

Phone: +9411 258 55 44

+9411 258 55 45

Fax: +9411 258 55 46

Email: intermarc@intermarc.lk

Out of hours:

Capt. Errol Dharmaratne

Mobile: +9477 776 02 77

Mr. Ravi Randeniya

Mobile: +9477 776 02 79

Mr. Chanaka Dharmaratne

Mobile: + 9477 774 87 58

➤ Sudan (GMT +2)

PORT SUDAN

Mutual Marine Services Al Mushtaraka Ltd

Bohein Building 2nd Floor P.O. Box 1022 Port Sudan

Phone: +249 311 827 656

Fax: +249 311 827 660

Email: claims.sudan@mushtaraka.com

Out of hours:

Osman Abdel Badawi

Mobile: +249 912 334 920

Email: osman.badawi@mushtaraka.com

Amir Hassan Ahmed

Mobile: +249 912 518 463

Email: amir.hassan@mushtaraka.com

Capt. Larry C. Heron

Mobile: +966 504 667 728

Email: larry.heron@mushtaraka.com

266

➤ Suriname (GMT -3)

PARAMARIBO

Independent Maritime Bureau (Suriname) N.V.

Dominestraat 34, P.O. Box 2924, Paramaribo

Phone: +597 473512

Fax: +597 472473

Email: hbromet@sr.net

Out of hours:

Hugo G Bromet

Phone: +597 427228

Mobile: +597 8806518



Sweden (GMT +1)



TURKP&I

GOTEBORG

P&I Scandinavia AB Sweden

Gullbergs 4A SE-40423 Goteborg, Strandgatan

Phone: +46 10 10 20 540

Fax: +46 31 697 059

Email: info@pandiscan.com

Web: www.pandiscan.com

Out of hours:

Martin Olofsson

Mobile: +46 70 610 2073

Email: martin.olofsson@krogius.com

Amanda Bjork

Mobile: +46 761 840 700

Email: amanda.bjork@pandiscan.com



Syria (GMT +2)

LATTAKIA

Elias Marine Consultants Ltd.

Al Thawra Street Yehia & Al Shaar Building, 3rd Floor, Tartous

Phone: +963 43 217 134

Fax: +963 43 217 135

Email: emco.sy@eliasmarine.com

Web: www.eliasmarine.com

Out of hours:

Mr. Riad Karam

Mobile: +963 933 222 537 / +357 99 670 226

Email: r.karam@eliasmarine.com

Mrs. Anne Naddour

Mobile: +963 933 697 550

Email: emco.sy@eliasmarine.com

TARTOUS

Elias Marine Consultants Ltd.

Al Thawra Street Yehia & Al Shaar Building, 3rd Floor, Tartous

Phone: +963 43 217 134

Fax: +963 43 217 135

Email: emco.sy@eliasmarine.com

Web: www.eliasmarine.com

Out of hours:

Riad Karam

Home: +357 25 753 536

Mobile: +357 99 670 226

+963 933 222 537

Email: r.karam@eliasmarine.com

Mrs. Anne Naddour

Phone: +963 43 321 161

Mobile: +963 933 697 550

Email: emco.sy@eliasmarine.com



Taiwan (GMT +8)

KAOSIUNG

Taiwan Maritime Services Ltd

4th Floor, 533 Chung-Shan 2nd Road, Kaohsiung 801

Phone: +886 7 282 3511

Fax: +886 7 241 3326

Email: cmskao@ms3.hinet.net

Out of hours:

P S Li

Phone: +886 7 392 8974

Mobile: +886 930 094 980

M Y Tsai

Phone: +886 7 821 5205

Mobile: +886 930 094 697

KEELUNG

Taiwan Maritime Services Ltd

6F No 3 Hsiao 4th Road, Keelung 200

Phone: +886 2 242 23265

Fax: +886 2 24287965

Email: cmskee@ms15.hinet.net

Out of hours:

J S Hsu

Phone: +886 3 317 1374

Mobile: +886 930 094 687

Captain I L Lee

Phone: +886 2 2396 4326

Mobile: +886 930 094 675

TAICHUNG

Taiwan Maritime Services Ltd

3F No. 281 Da Zhi Road, Sec 2, Wuqi, Taichung City 43542, Taiwan

Phone: +886 4 2656 4002

Fax: +886 4 2656 4069

Email: cmstch@ms4.hinet.net

Out of hours:

Captain M C Huang

Phone: +886 4 2285 7091

Mobile: +886 930 094 692

J C Chi

Phone: +886 4 2358 5970

Mobile: +886 918 865 386



Taiwan (GMT +8)



TURKP&I

TAIPEI

Taiwan Maritime Services Limited

8th Floor No 36-9, Fu Hsing South Rd Sec.1, Taipei 10492

Phone: +886 2 274 12968

Fax: +886 2 274 01098

Email: tmspis@dms1.hinet.net

Out of hours:

Heng Wei (John) Chou

Phone: +886 2 8787 9241

Mobile: +886 930 094 993

William Chang

Mobile: +886 912 655 664

Nina Hsu

Phone: +886 2 2901 5471

Mobile: +886 960 071 248

Josephine Liu

Phone: +886 2 2895 4063

Mobile: +886 932 206 259



Tanzania (GMT +3)

DAR ES SALAAM

AFRICA P&I Tanzania

25 Skymark Building, Kisutu, P O Box 78553, Dar Es Salaam, Tanzania

Phone: +255 222 138473

Fax: +255 222 118001

Email: tci_africa@raha.com

Out of hours:

Sebastian Luzziga

Mobile: +255 754 604 415

Edwin Tarimo

Mobile: +255 784 604 415

DAR ES SALAAM

Robmarine P&I Services Ltd.

10 Chato Street 264 Regent Estate Dar-Es-Salaam Tanzania

Phone: +255 22 2700265

+255 22 2700501

Web: www.robmarine.com

Out of hours

Alan Sutton

Mobile: +255 754 304 776

Email: alan@robmarine.com

Emmanuel Thomas

Mobile: +255 754 317 932

Email: emmanuel@robmarine.com

Michael Robertson

Mobile: +44 0 7785 734 633

Email: michael@robmarine.com

Joseph Mgaya

Mobile: +255 754 279 638

Email: joseph@robmarine.com

Uhuru Kikwete

Mobile: +255 784 665 555

Email: ukikwete@robmarine.com



Thailand (GMT +7)

BANGKOK

Transport and Claim Consultants Co. Ltd.

4th Floor, Unit 2, Surawongse Road 175-177 Bangkok Union Insurance Building, 10500 Bangkok

Phone: +662 634 8806

Fax: +662 634 8805

Email: tccwk@loxinfo.co.th

Out of hours:

Wichien Kunaratana-Angkul

Mobile: +66 8 1637 4447

Email: tccwk@loxinfo.co.th

Maiyasit Limchalearnkij

Mobile: +66 8 1808 1814

Vivit Soonthorntam

Mobile: +66 8 1844 3610



Togo (GMT)

LOME

BUDD C/O Groupe GATO

BP 61088 BE, Rond Point du Port, Lomé, Togo

Phone: +228 22 27 94 57

Fax: +228 22 27 94 62

Email: budd.togo@budd-pni.com

Web: www.budd-pni.com

Out of hours:

A K Gato

Phone: +228 22 21 67 83

Mobile: +228 90 04 11 10

Pauline Atitso

Mobile: +228 90 09 49 75

+228 91 08 32 36

270



Tonga (GMT +13)

NUKUALOFA

Dateline Transam Limited

Fakafanua Center Suite 10-12, Cnr By Pass Road & Vuna Road, Nukualofa

Phone: +676 24 470

+676 878 5786

Fax: +676 23 993

Email: shipping@dateline.to

Out of hours:

Fine Tohi

Mobile: +676 878 5766



Trinidad & Tobago (GMT -4)



TURKP&I

PETIT VALLEY

TEAL Pandi & Marine Services Limited

164 Duke of Edinburgh, Avenue Petit Valley, Port of Spain

Phone: +1 868 632 0506

Fax: +1 868 633 1688

Email: mail@tealpandi.com

Web: www.tealpandi.com

Out of hours:

Donna Taylor

Phone: +1 868 632 9297

Mobile: +1 868 678 8085

Paul Taylor

Phone: +1 868 632 9297

Mobile: +1 868 678 8518

Lauraine Farrell

Phone: +1 868 628 3050

Mobile: +1 868 684 6754



Tunisia (GMT +1)

RADES

International Company for Inspection&Consulting "I C I C" Ltd.

Av Hédi Nouria Rte du bac Rades

Phone: +216 71 449 041

Fax: +216 71 449 516

Email: icic.tunisia@planet.tn

Web: www.icic-ltd.com

Out of hours:

Abdelkader Kallel

Mobile: +216 95 990 028

SFAX

International Company for Inspection&Consulting "I C I C" Ltd.

63 Rue Tahar Sfar Imm Ben Amar APP N°3 Sfax

Phone: +216 74 225 452

Fax: +216 74 225 452

Email: icic.tunisia@planet.tn

Web: www.icic-ltd.com

Out of hours:

Mkawar Mohamed

Mobile: +216 99 210 126

BTCE – BUREAU TECHNIQUE DE CONTROLE ET D'EXPERTISE

Rue T. Sfar Centre Marhaba App. B14 - 3000 Sfax

Phone: +216 74 221 234

+216 74 299 903

Fax: +216 74 221 234



Tunisia (GMT +1)

Email: btce_makni@tunet.tn
imcis_makni@yahoo.fr

Out of hours:

Capt. Makni Lotfi

Mobile: +216 20 410 381
+216 54 410 381

Email: btce_makni@tunet.tn

Eng. Ahmed F Hussein

Mobile: +90 536 066 6120
Email: alzahra_af@hotmail.com

TUNIS

Budd Protecmar

Residence Sendebed II Bloc A4 Rue Medhat Pacha 1001-Tunis

Phone: +216 71 353774

Fax: +216 71 351331

Email: budd.tunisie@budd-pni.com

Web: www.budd-pni.com

Out of hours:

Mr Elias Mami

Mobile: +216 98 303791
Email: elias.mami@budd-pni.com

Hedia Ben Alaoui

Mobile: +216 98 200242
+216 26 303 791
Email: hedia.ben-alaoui@budd-pni.com

272



Ukraine (GMT +2)

BERDYANSK (See Mariupol) ILYICHEVSK (See Odessa) IZMAIL (See Odessa)

KHERSON

Dias Kherson Co Ltd

5 Kommunarov Str, 1st Floor, Kherson 423450

Phone: +380 552 264 308

+380 552 422 032

Fax: +380 552 422 037

Email: office@poseidon.ks.ua

Web: www.dias-co.com

Out of hours:

Sergey Kozak

Phone: +380 552 531 490

Mobile: +380 503 188 155

MARIUPOL

Azovlloyd Pandi Services Ltd.

Admirala Lunina Avenue, Building 18, Office 3, Mariupol, 87510

Phone: +380 629 527 004

Fax: +380 629 527 009



Ukraine (GMT +2)



TURKP&I

Email: aps@pandi.com.ua
Web: www.pandi.com.ua

Out of hours:

A. Nikityuk

Phone: +380 676 211 006

Mr D Filatov

Mobile: +380 676 252 516

NIKOLAYEV

Dias Marine Consulting PC

49/1 Generala Karpenko Street, Nikolayev 54038

Phone: +380 512 348 255

Fax: +380 512 348 255

Email: company@dias-co.com

Web: www.dias-co.com

Out of hours:

Vladislav Sandul

Phone: +380 512 348 255

Mobile: +380 67 510 1112

ODESSA

Interlegal – Law Firm Transport, Shipping and Trade

Odessa, 65009, Ukraine, 24 B, Genuevska St

273

Phone: +380 482 337 528

+380 482 337 529

+380 949 313 217

Fax: +380 482 337 529

Email: office@interlegal.com.ua

Out of hours:

Adv. Alexey Remeslo

Mobile: +380 949 560 538

Email: remeslo@interlegal.com.ua

Adv. Andrey Perepelista

Mobile: +380 949 560 559

Email: perepelista@interlegal.com.ua

DIAS Marine Consulting, Head Office

1/20 Marazlievskaya Street, Business Centre, "Shevchenkovskiy", Office 305, Odessa 65014,

Phone: +380 482 346 124 / +380 482 377 696

+380 482 323 582 / +380 482 323 564

Fax: +380 482 373 873

Email: company@dias-co.com

Web: www.dias-co.com

Out of hours:

Artyom Nanev

Phone: +380 487 495 400

Mobile: +380 67 484 8656

Igor Cherezov

Phone: +380 487 400 042

Mobile: +380 67 480 3434

Dmitriy Gololobov

Phone: +380 487 370 198

Mobile: +380 67 480 4899



United Arab Emirates (GMT +4)

ABU DHABI

National Shipping Gulf Agency Co (Abu Dhabi)

P O Box 377, Freeport Area, Abu Dhabi

Phone: +971 2 673 0500

Fax: +971 2 673 1328

Email: claims.abudhabi@gac.com / claims.me@gac.com

Web: www.gac.com

Out of hours:

Das Gopal

Mobile: +971 50 614 9687

Email: das.gopal@gac.com

George Mathews

Mobile: +971 50 454 2918

Email: george.mathews@gac.com

Satyajith Warriar

Mobile: +971 50 625 3944

Email: satyajith.warrier@gac.com

Meena Mathews

Mobile: +971 50 653 5762

Email: meena.mathews@gac.com

DUBAI

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

P O Box 17041, Jebel Ali, Dubai, United Arab Emirates

Phone: +971 4 881 8090

Fax: +971 4 805 9442

Email: claims.dubai@gac.com / claims.me@gac.com

Web: www.gac.com

Out of hours:

George Mathews

Mobile: +971 50 454 2918

Email: george.mathews@gac.com

Satyajith Warriar

Mobile: +971 50 625 3944

Email: satyajith.warrier@gac.com

Gary Mercado

Mobile: +971 56 538 1428

Email: gary.mercado@gac.com

Geo Augustine

Mobile: +971 56 681 2981

Email: geo.augustine@gac.com

Meena Mathews

Mobile: +971 50 653 5762

Email: meena.mathews@gac.com

RAS AL KHAIMAH

Gulf Agency Company (Ras Al Khaimah) LLC

P O Box 5162, GAC Building, Al Muntaser Road, Al Nakheel, Ras Al Khaimah

Phone: +971 7 227 2111

Fax: +971 7 227 6111

Email: claims.dubai@gac.com / claims.me@gac.com

Web: www.gac.com

Out of hours:

Neil Peres

Mobile: +971 50 486 0059

Email: neil.peres@gac.com

Sathik Ali

Mobile: +971 50 487 4428

Email: sathic.ali@gac.com

Rajesh Moorjani

Mobile: +971 50 647 2449

Email: rajesh.moorjani@gac.com



United Arab Emirates (GMT +4)

SHARJAH

Gulf Agency Co. Sharjah W.L.L

P O Box 435, Al Mina Street, Layyah District, Opposite Layyah Power Station, Sharjah

Phone +971 6 528 0070

Fax +971 6 528 1602

Email: claims.sharjah@gac.com / claims.me@gac.com

Web www.gac.com

Out of hours

Sumesh Palassery

Mobile: +971 50 677 6569

Email: sumesh.palassery@gac.com

Deepak Ramdas

Mobile: +971 56 188 5339

Email: deepak.ramdas@gac.com

Colin Henderson

Mobile: +971 56 188 3560

Email: colin.henderson@gac.com



United Kingdom (GMT +2)

LONDON

London Offshore Consultants Ltd.

Ibex House 42-47 Minories EC3N 1DY LONDON

Phone +44 207 264 3250

Fax +44 207 264 3251

Email: london@loc-group.com

Web www.loc-group.com

Out of hours

Peter Baggaley

Email: p.baggaley@loc-group.com

NEWCASTLE UPON TYNE

Marine Response

3 Grainger, Prestwick Park NE20 9SJ NEWCASTLE UPON TYNE

Phone +44 166 182 2904

Fax +44 166 182 5620

Email: claims@marine-response.com

Web: www.crewclaims.com

Out of hours

Patrick Bond

Mobile: +44 7889 654 576

Email: patrick.bond@marine-response.com

Stephen Hunt

Mobile: +44 7919 101 485

Email: claims@crewclaims.com



United States of America (GMT -6 / -11)

EAST COAST

Lamorte Burns & Co Inc

64 Danbury Road, Suite 1000 Wilton, Connecticut 06897

Phone: +1 203 761 6000

Fax: +1 203 761 6007

Email: headquarters@lamorte.com

Web: www.lamorte.com

Out of hours:

Mr. Harold J. Halpin

Phone: +1 203 434 5850

Email: hjhalpin@lamorte.com

Mr. Charles A. Johnson

Phone: +1 203 2016 5565

Email: charlesj@lamorte.com

Mr. Collin Zachariewicz

Phone: +1 203 598 2272

Email: collinz@lamorte.com

FLORIDA

Lamorte Burns & Co Inc

13790 N.W. 4th Street – Suite 106 Sunrise, FL 33325

Phone: +1 954 923 6774

Fax: +1 954 835 2288

Email: florida@lamorte.com

LONG BEACH/LOS ANGELES, California

Lamorte Burns & Co Inc

320 Golden Shore - Suite 130, Long Beach, CA 90802-4389

Phone: +1 562 4358417

Fax: +1 562 4356119

Email: longbeach@lamorte.com

Web: www.lamorte.com

Out of hours:

Ms. Wendy Wang

Phone: +1 310 704 8743

Email: wendyw@lamorte.com

Mr. Eddie Sakai

Mobile: +1 714 914 6146

Email: eddies@lamorte.com

LOUISIANA

Lamorte Burns & Co Inc

3850 N. Causeway Boulevard, Suite 930 Metairie, Louisiana 70002-8131

Phone: +1 504 833 0312

Fax: +1 504 833 9071

Email: neworleans@lamorte.com

Web: www.lamorte.com

NEW JERSEY

Lamorte Burns & Co Inc

100 Century Parkway, Suite 300 Mount Laurel, New Jersey 08054



United States of America (GMT -6 / -11)



TURKP&I

Phone: +1 856 482 7101
Fax: +1 856 840 1052

Email: cherryhill@lamorte.com
Web: www.lamorte.com

Out of hours:

Ms. Lisa Loeber

Mobile: +609 314 2560
Email: lisal@lamorte.com

Mr. Anthony Costello

Mobile: + 609 617 5011
Email: anthonyc@lamorte.com

SAN FRANCISCO, California

Lamorte Burns & Co Inc

1939 Harrison Street, Suite 720, Oakland, CA 94612

Phone: +1 510 835 2900
Fax: +1 510 835 9600

Email: oakland@lamorte.com
Web: www.lamorte.com

Out of hours:

Ms. Suzanne Narushko

Mobile: +1 510 290 3159
Email: suzannen@lamorte.com

277

TEXAS

Lamorte Burns & Co Inc

711 W. Bay Area, Suite 126 Webster, Texas 77598

Phone: +1 281 335 9200
Fax: +1 281 332 0783

Email: houston@lamorte.com
Web: www.lamorte.com

WASHINGTON

Lamorte Burns & Co Inc

1511 Third Avenue, Suite 800 Seattle, Washington 98101-1689

Phone: +1 206 292 1217
Fax: +1 206 292 8038

Email: seattle@lamorte.com
Web: www.lamorte.com

Out of hours:

Mr. Richard D. Weeks

Phone: +1 206 271 7898
Mobile: +1 206 679 3543
Email: richardw@lamorte.com

Ms. Stephanie Haughton

Phone: +1 425 271 0876
Email: stephanieh@lamorte.com

Mr. Jim Tomlinson

Phone: +1 425 957 0324
Mobile: +1 425 985 0916
Email: jimt@lamorte.com

Ms. Lisa Bailey

Phone: 503 421 7031
Email: lisab@lamorte.com

➤ US Virgin Islands (GMT -4)

ST THOMAS

Hamilton Miller & Birthisel LLP

8168 Crown Bay Marina, Suite 310, St Thomas, USVI 00802-5819, USA

Phone: +1 305 379 3686

Fax: +1 305 379 3690

Email: jhamilton@hamiltonmillerlaw.com

Web: www.hamiltonmillerlaw.com

Out of hours:

Jennifer Miller

Mobile: +1 305 790 0136

Email: jmiller@hamiltonmillerlaw.com

Douglas Capdeville

Mobile: +1 340 277 1719

Jerry D Hamilton

Mobile: +1 305 775 4384

Email: jhamilton@hamiltonmillerlaw.com

➤ Venezuela (GMT -4)

CARACAS

Pandi Venezuela

Av. Circunvalación del Sol, Centro Profesional Santa Paula, Torre A - Piso 7 - Oficina No. 78, Urbanización Santa Paula, Código Postal 1061 - Caracas

278

Phone: +58 212 9851045

+58 212 9854790

Fax: +58 212 9870766

Email: pandi@pandivzla.com

Web: www.pandivzla.com

Out of hours:

Eugenio A Moreno M

Phone: +58 212 720 4807

+58 212 720 4814

Mobile: +58 414 366 2012

+58 416 623 5508

+58 414 102 9302

Euyelit Adriana Moreno Kostencki

Mobile: +58 416 632 8200

Mobile: +58 424 247 3790

Susana G Morris

Emergency Mobile: +54 416 627 1266

Leonardo Brito

Mobile: +58 414 248 7008

CUMANÁ (See Puerto La Cruz)

GUANTA (See Puerto La Cruz)

LA GUAIRA (See Caracas)



MARACAIBO-EDO.ZULIA

Globalpandi, S.A. P&I Correspondents Maracaibo

Avenida La Limpia, Edificio Rodriguez y Barboza, Piso 3 Oficina No 9, Maracaibo - Edo. Zulia, Venezuela

Phone: +58 242 3641801
+58 242 3641798
+58 242 3641026

Fax: +58 242 3640998

Email: maracaibo@globalpandi.com
mail@globalpandi.com

Web: www.globalpandi.com

Out of hours:

Jose Ramon Vitoria

Phone: +58 412 075 7927
Mobile: +58 414 634 1163

Oswaldo Guerreiro

Phone: +58 241 824 4312
Mobile: +58 412 444 5715

PORLAMAR/EL GUAMACHE (See Puerto La Cruz)

Globalpandi, S.A. P&I Correspondents Puerto Cabello

Centro Comercial Inversiones Pareca Piso 2, Of. 2-08/2-09, Av Salom Urb Cumboto
Sur P.O.Box 154, Puerto Cabello 2050 Edo. Carabobo

279

Phone: +58 242 3641801
+58 242 3641026
+58 242 3641798

Fax: +58 242 3640998

Email: mail@globalpandi.com
maracaibo@globalpandi.com

Web: www.globalpandi.com

Out of hours:

Jose Alfredo Sabatino Pizzolante

Phone: +58 241 826 8397
Mobile: +58 412 421 0036

Captain Adan Villamizar

Mobile: +58 424 4575620

Sandra Ayala

Phone: +58 242 4153799
Mobile: +58 412 4430585

Oswaldo Guerreiro

Phone: +58 241 8244312
Mobile: +58 412 4445715



Venezuela (GMT -4)

PUERTO LA CRUZ

Globalpandi, S.A. P&I Correspondents Puerto La Cruz

Urb. Chuparin, Bloque 4, Letra "B" 2do piso, Apartamento 6B (GUANTA) Puerto La Cruz, Anzoátegui

Phone: +58 281 4205232

Fax: +58 281 4205033

Email: mail@globalpandi.com

Web: www.globalpandi.com

Out of hours:

Rosa Marcano

Mobile: +58 414 813 7665

PUERTO ORDAZ

Globalpandi, S.A. P&I Correspondents Puerto Ordaz

Via Caracas CC Maria Luisa B, Piso 2, Ofic. 24, Puerto Ordaz

Phone: +58 286 719 153 1

Fax: +58 286 923 9582

Email: puertoordaz@globalpandi.com

Web: www.globalpandi.com

Out of hours:

Andry Leal

Mobile: +58 424 9611844

PUNTA CARDÓN (See Maracaibo)

PUNTO FIJO

Globalpandi, S.A. P&I Correspondents Punto Fijo

Avenida 6ª, Casa N° 839, Urbanizacion Maraven, Comunidad Cardon, Punto Fijo - Edo. Falcon

Phone: +58 269 2484764

Fax: +58 269 247 6003

Email: puntofijo@globalpandi.com

Web: www.globalpandi.com

Out of hours:

Emir Moreno

Mobile: +58 424 6407345



Vietnam (GMT +7)



TURKP&I

HO CHI MINH CITY

Spica Services (Vietnam Office) The R.O of Spica Services (S) Pte Ltd in HCMC

2 Phung Khắc Khoan Street, District 1, Ho Chi Minh City, Vietnam

Phone: +84 8 3823 2527

Fax : +84 8 3823 2530

Email: claims@spica.com.vn

Out of hours:

Captain Richard Skene

Mobile: +84 903 802 293

Email: richardskene@spica.com.vn

Mr. Le Ha Binh

Mobile: +84 903 831 442

Email: binh@spica.com.vn

Mr. Nguyen Ngoc Hien

Mobile: +84 903 601 876

Email: hien@spica.com.vn

Mr. Nguyen Duc Tam

Mobile: +84 906 614 916

Email: tam@spica.com.vn

Mrs Lynn Phan

Mobile: +84 903 001 063

Email: lynn@spica.com.vn

Ms. Nguyen Hoang Nam Tran

Mobile: +84 919 895 900

Email: tran@spica.com.vn





Yemen (GMT +3)

ADEN

Gulf Agency Company (Yemen) LTD

P.O. Box 5202 Ma'alla - Aden,

Phone: +967 2 247 161

Fax: +967 2 247 163

Email : yemen@gac.com

Web: www.gac.com

Contact:

Hisham Al-Saqaf

Mobile: +967 777 176 131

Email: hisham.al-saqaf@gac.com

Hassan Ebrahim

Mobile: +967 777 176 133

HODEIDAH

The Hodeidah Shipping & Transport Co (SYC)

Sanaa Street, Kilo-7, P O Box 3337, Hodeidah

Phone: +967 3 228969

Fax: +967 3 228533

Email: hodship@y.net.ye

Web: www.hodshipyemen.com

Out of hours:

Hassan Kassim

Phone: +967 3 219155

Mobile: +967 733248414

Dr. Sameer Thabet

Phone: +967 711100200

Mobile: +967 733226009

Menino Peter Lobo

Mobile: +967 735481340







TURKP&I

turkpandi.com