

## Class 1 - Protection & Indemnity



## Rules & List of Correspondents



2018-2019

***The Qeshm International Trust Alliance  
Protection and Indemnity Club***



مؤسسہ کلوپ بین المللی بیمہ متقابل اطمینان متحد قشم

# The Qeshm International Trust Alliance Protection and Indemnity Club

## RULES AND LIST OF CORRESPONDENTS Policy year 2018/19

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The Qeshm International Trust Alliance Protection and Indemnity Class Rules

(Effective on and from noon GMT on 20 February 2018)

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## **SECTION 1 Introduction**

### **Rule 1 Memorandum**

These Rules are subject to the memorandum and articles of The Qeshm International Trust Alliance P&I Club.

### **Rule 2 Definitions**

In these Rules the following words and phrases shall have the following meanings.

#### **Cargo**

Any things or goods including those used to pack or secure goods, in respect whereof the ship-owner enters into a contract of carriage, evidenced in writing, but excluding containers and other equipment owned or leased by the ship-owner as well as live animals.

#### **Certificate of Entry (Evidence of cover)**

A document and any endorsement thereto issued by The Qeshm International Trust Alliance P&I Club in accordance with these Rules. The document evidences the contract of insurance in respect of each insured ship.

#### **Charterer's Entry**

An entry which insures a charterer as an Insured (other than a demise charterer).

#### **Claim**

A demand raised against the Insured by third parties to whose

property interests damage has been caused in the process of operation of the insured ship by the Insured.

### **Classification Society**

A society with which entered ship is classed to govern her construction, maintenance, repairs, alteration and periodic inspections.

### **Co-insured**

Legal entities or individuals that have property interests in the subject of insurance and are inserted in the policy on the Insured's application.

### **Entered ship**

Ship in respect whereof the contract of liability insurance has been entered into.

### **Fines**

Includes penalties and other impositions similar in nature to fines imposed in respect of an entered ship by any court, tribunal or authority of competent jurisdiction.

### **Hague Rules**

The rules agreed in International Convention for the Unification of certain rules relating to Bills of Lading signed in at Brussels on 25 August 1924.

### **Hague-Visby Rules**

The Rules contained in the schedule to the Carriage of Goods by Sea Act 1971.

### **Hamburg Rules**

The Rules agreed at the United Nations Convention on the Carriage of Goods by Sea at Hamburg on 31<sup>st</sup> March 1978.

### **Insurance Cover**

Scope of the Insurer's obligations under the contract of insurance.

### **Insured**

Legal entities or individuals that have property interests in the subject of insurance, operating the ship on their own behalf and specified in the contract of insurance.

### **Insurer**

The Qeshm International Trust Alliance P&I Club.

### **Insured event**

The event which is provided for in the contract of insurance and which took place within the period of validity of the contract of insurance the occurrence of which event shall result in either the Insured's liability towards third parties resulting from damage caused to their property interests or the Insured's obligation to bear additional expenses incurred in the course of operation of the ship and specified in these Rules and subsequent obligation of the Insurer to effect insurance reimbursement subject to fulfillment of all conditions of the insurance contract by the Insured.

### **Insured risk**

Estimated event the occurrence whereof is subject to insurance. The event considered as insured risk should have attributes of contingency and casualty.



### **Limits of liability of the Insurer**

The amount determined in the contract of insurance within which the Insurer undertakes to reimburse to the Insured the losses suffered by him as a consequence of occurrence of the event insured.

### **Loss**

Expenses incurred by the Insured as a consequence of occurrence of the insured event provided for in the contract of insurance.

### **Passenger**

Any person carried on board the ship under a contract of carriage by seagoing or river transport.

### **Seaman**

Any person (including the master) employed on the ship and holding a position in accordance with list of members of staff or under the terms and conditions of a collective crew agreement or other contract of service or employment, whether or not onboard that ship, and entered in the crew list in prescribed manner.

### **Scope of risks covered**

Risks and additional terms and conditions determined by the parties when entering into the contract of insurance.

### **Ship**

Means a ship or boat or any other description of vessel used for the carriage or storage of goods or for carriage of passengers, or any part thereof or any proportion of tonnage or insured value thereof or any share therein, including any ship, boat, fishing vessel.

### **Ship-owner**

A person operating the ship on his own behalf irrespective of whether he is the owner of the ship or operates her on any other legal ground.

### **Subject of insurance**

Lawful property interests of the Insured connected with his liability under the international law to reimburse damage caused to third parties as a result of occurrence of the event insured provided for in the contract of insurance or his liability to bear additional expenses incurred in the course of operation of the ship stipulated in these Rules.

### **Supernumerary**

A relative of seaman or any other person whom insured agreed to maintain or carry on board an Entered ship (except passenger) and including persons engaged under articles of agreement for nominal pay.

### **Third parties**

Legal entities or individuals to whose health, life or property interests a harm or damage have been caused as a result of occurrence of the insured event provided for by the contract of insurance concluded under these Rules.

## **Rule 3 General stipulation**

- 3.1** In compliance with these Rules the Insurer shall accept for insurance the risk of occurrence of civil liability of the Insured (or other person, whose liability is covered under contract of insurance) under the Insured's obligations arising as a consequence of harm to life or health or damage to property

interests of third parties and environment resulting from operation of ships in respect of which the Insured's liability is insured.

Unless otherwise agreed by contract of insurance, stipulations of presence Rules and contract of insurance regarding Insured equally relates to a person, whose liability is covered under contract of insurance (the Insured persons). The Insured is obliged to familiarize the Insured person with terms and conditions of presence Rules and contract of insurance. The Insurer has the right to demand from the Insured person to fulfill obligations, provided by present Rules and contract of insurance. The Insured person is liable nonfeasance for, provided by presence contract of insurance and contract of insurance together with Insurer.

- 3.2** These Rules shall be an integral part of the contract of insurance of ship-owners' liability entered into between the Insurer and the Insured.
- 3.3** All particulars and information given in the course of applying for insurance shall, if the entry of the relevant ship be accepted, be deemed to form part of the contract of insurance between the Insured and the Qeshm International Trust Alliance P&I Club and it shall be a condition precedent of such insurance that all such particulars and information were true so far as was within the Insured's knowledge or could with reasonable diligence have been ascertained.
- 3.4** Upon the agreement between the Insurer and the Insured some provisions and terms and conditions of these Rules may be amended, supplemented, specified or replaced with other provisions and terms and conditions that shall not widen the scope of insurance cover determined by these Rules.

- 3.5** The scope of risks covered is specified in Rule 5 to Rule 31 of these Rules. The list of risks to be covered shall be determined by the Insured.
- 3.6** Reimbursement of the Insured's expenses under insured events shall be made within the sums insured (limits of liability) provided for in the contract of insurance. Civil liability insurance shall be subject to limitation of the Insurer's liability under the whole contract of insurance (aggregate limit) and/or under each event insured. Amounts and types of the sums insured (limits of liability) shall be determined by the parties when entering into the contract of insurance in compliance with the terms and conditions of Rule 35.
- 3.7** Scope of the insurer's obligation is to indemnify the Insured in respect of their legal liability arising out of protection and indemnity risks covered under the insurance contract issued by The Qeshm International Trust Alliance P&I Club. Unless the directors in their discretion otherwise decide, it is a condition precedent of an Insured's right to recover from the fund of The Qeshm International Trust Alliance P&I Club in respect of any liabilities, costs or expenses that he shall first have discharged or paid the same.
- 3.8** Reimbursement of the Insured's expenses under insured events shall be made above the deductible. The amount of deductible and the risks in respect whereof the deductible is applied shall be agreed between the Insurer and the Insured when entering into the contract of insurance.
- 3.9** In the event any court or tribunal permits any third party to sue The Qeshm International Trust Alliance P&I Club it shall be entitled to adopt each and every denial, defense and right to limitation of liability that would have been available to the

Insured in such proceedings were the Insured and not The Qeshm International Trust Alliance P&I Club to be the party sued.

**Rule 4 Nature of cover**

- 4.1** The cover provided by The Qeshm International Trust Alliance P&I Club is set out in these Rules and provides insurance for an Insured against loss, damage, liability or expense incurred by him which arises:
- a)** In respect of the Insured's interest in an Entered Ship,
  - b)** Out of events occurring during the period of entry of the Ship in The Qeshm International Trust Alliance P&I Club.
  - c)** In connection with the operation of the Ship
- 4.2** It is not intended that any benefit or rights should be acquired through the operation of the Contract (Rights of The Third parties) Act 1999 or other similar legislation.

## **SECTION 2 Risks Covered**

### **Rule 5 Accidental Death, injury and long term disability**

Liabilities to pay compensation or damages for loss of life, personal injury and long term disability in accordance with MLC regulation 4.2 standard 4.2.1 paragraph 1(b) caused by an accident in respect of:

- 5.1** The Seaman
- 5.2** The Supernumerary
- 5.3** The passenger
- 5.4** The Stevedore, where such liability arises:
  - 5.4.1** On board the Entered ship(s)
  - 5.4.2** In the course of handling cargo from the time of receipt of the cargo from the consignor or shipper at the port of loading until the time of delivery of that cargo to the consignee at the port or place of discharge.
- 5.5** Any person on a ship(s), which is in collision with the Entered Ship(s) or which is damaged by the Entered Ship(s) other than by collision, or on any property or object damaged by the Entered Ship(s).
- 5.6** Other third party except the above items.

PROVIDED ALWAYS THAT:

QITA Club are not responsible for payment to the master or a member of crew or his representative of contractual or statutory claims for compensation for death or long-term disability pursuant to any enactment or provision implementing Regulation 4.2 Standard A4.2.1 paragraph 1(b) of the Maritime Labor Convention 2006 as amended.

The QITA P&I club shall not make any payment under this sub clause if:

- (i) Such payment would be recoverable by the Master or member of crew under a social security scheme, fund, separate insurance or similar arrangement;
- (ii) The exclusions from cover in General Rules 31.1(a), 31.8 (war risks, radioactive) apply.

## **Rule 6 Illness and Disease**

Liabilities to pay compensation or damages for loss of life caused by illness or disease or for any illness or disease contracted by:

**6.1** The Seaman

**6.2** The Supernumerary

**6.3** The passenger

Save where such liability arises solely under the terms of a contract between the Insured and any other party.

**6.4** Any Third person

## **Rule 7 Medical and Funerary Expenses**

Liabilities to pay for the cost of medical or hospital treatment and ancillary expenses necessarily incurred in relation to any injury, illness, or disease and of funeral arrangements and the repatriation of remains necessarily incurred in respect of:

**7.1** The Seaman

**7.2** The Supernumerary

**7.3** The passenger

## **Rule 8 Repatriation, substitute expenses and outstanding wages**

The Insured's expenses which are not recoverable under Rules 5 and 6 of these Rules and which are incurred when:

- 8.1** Sending a substitute to replace a seaman of the Insured ship who has been left ashore for reasons not connected with medical treatment;
- 8.2** Repatriating any seaman due to total or constructive total loss of the Insured ship.
- 8.3** Liabilities for repatriation and outstanding wages arising under Guideline B2.5 of Regulation 2.5 of the Maritime Labour Convention 2006 (MLC 2006) or any legislation giving effect to or equivalent to the MLC 2006 as amended.

### ***Exclusions from the cover under Rule 8***

This Rule shall not cover repatriation and substitute expenses, which arise out of or as consequence of:

- a)** Expiry of a seaman's period of service on the Insured ship either in accordance with the terms of a collective crew agreement (contract of service or employment) or by mutual consent of the parties thereto.
- b)** Breach by the Insured of any obligations with respect to seamen of the Insured ship provided for by the rules of law or contracts of service or employment.
- c)** Sale of the Insured ship or change of the state of registration of the ship.



## **Rule 9 Stowaways & Refugees**

Costs & expenses other than the costs of diversion of the Insured Ship (s), as per Rule 11, necessarily incurred by the Insured in meeting its legal obligations in respect of stowaways or refugees including the costs of maintaining, landing and where necessary repatriating such persons. Costs & expenses incurred shall only be covered to the extent that they cannot be recovered from any other party. Any claim for costs & expenses in respect of bunker, stores, wages, insurance, and port charges shall be limited to the insured Net loss.

## **Rule 10 Loss of or damage to the effects of seaman and other persons (other than passengers)**

Liability to pay damages or compensation for loss of or damage to the effects of:

- 10.1** Any seaman of the Insured ship,
- 10.2** Any other person on board the Insured ship (other than passengers).

This cover shall be provided to the Insured where the Insured's liability to pay damages or compensation for loss of or damage to the effects of seaman or other persons onboard the Insured ship (other than passengers) arises:

- a)** Under the terms of a collective crew agreement or contract of service or employment entered into between the Insured and seamen on board of the Insured ship and approved by the Insurer.
- b)** By operation of law

### ***Exclusions from the cover under Rule 10***

Unless otherwise agreed with the Insurer, the contract of insurance shall not cover the Insured's liability for loss of or damage to cash, securities, precious or rare metals or stones, valuables or objects of a rare or precious nature.

### **Rule 11 Diversion**

Costs and expenses necessarily incurred by reason of diversion or delay of the Insured Ship(s) solely for the purpose of:

- 11.1** Delivering an injured or sick seaman to the nearest port for securing medical treatment;
- 11.2** Substituting an injured or sick seaman
- 11.3** Repatriating a deceased seaman.
- 11.4** Landing stowaways or refugees and saving life at sea.  
Any claim for costs & expenses in respect of bunker, stores, wages, insurance, and port charges shall be limited to the insured Net loss.

### **Rule 12 Life salvage**

liability to a third party by reason of the saving and attempt to save life of any person on or from the Insured ship but only if and to the extent that such payments are not recoverable under the Hull Policies of the Insured ship or from cargo owners or underwriters.

## **Rule 13 Quarantine**

Costs and expenses incurred by the Insured as a direct consequence of an outbreak of infectious disease on the Insured ship, including quarantine and disinfection expenses and the net loss to the Insured (over and above such expenses as would have been incurred but for the outbreak) in respect of fuel, stores, provisions, wages and port charges.

## **Rule 14 Collision**

The liabilities to pay costs and damages to any other person as a consequence of a collision between the Insured ship and any other ship or ships:

- 14.1** Insurance shall cover one fourth (or such other proportion as may have been agreed in writing with the Insurer) of the liabilities of the Insured connected with:
- a)** Damage caused by a collision of the Insured ship to another ship as well as to property and cargo onboard another ship.
  - b)** Expenses connected with another ship being out of operation as a result of a collision with the Insured ship.
  - c)** Expenses connected with general average or salvage of another ship resulting from a collision with the Insured ship.
- 14.2** Insurance shall cover four fourths of the Insured's liabilities arising out of the collision for or relating to:

- a) Expenses connected with removal or disposal of obstructions or wreck of another ship, cargoes or any other thing whatsoever relating to another ships.
  - b) Expenses connected with indemnifying third parties for loss of or damage to any real or personal property except another ship or property on another ship, provided that the loss of or damage to said property or things resulted from a collision with the Insured ship.
  - c) Expenses connected with indemnifying third parties for loss of or damage to the cargo or other property on the Insured ship or general average contributions or salvage paid by the owners of that cargo or property.
  - d) Expenses connected with compensation for loss of life or personal injury of persons onboard another ship caused by collision of that ship with the Insured ship including repatriation or substitute expenses for that other ship.
  - e) Expenses connected with indemnifying third parties for an escape or discharge from another ship of oil or any other contaminating substance, as a result of collision of that ship with the Insured ship, but excluding damage caused by pollution to other ship and property on such other ship.
- 14.3** Insurance shall cover that part of the Insured's liabilities for damage to another ship caused by collision of that ship with the Insured ship (other than the liabilities listed above 14.1 and 14.2, which exceeds the sum recoverable under the Hull Policy of the Insured ship solely by reason of the fact that the sum of the liabilities to that other ship arising out of the collision exceeds the Hull value of the Insured ship, corresponding to the

market value of the Insured ship stipulated in the relevant Hull policy.

***General notes to Rule 14***

- A)** The contract of insurance concluded on the terms and conditions contained in 14.1 and 14.2 shall not extend to that part of the Insured's liabilities arising out of collision, which is covered under the Hull Policy of the Insured ship. The contract of insurance of liabilities arising out of collision shall not cover any deductibles applicable under the Hull Policy of the Insured ship.
- B)** If a claim arises in respect of a collision involving ships belonging to the same Insured, the latter shall be entitled to recover from the Insurer, and the Insurer, in its turn, shall have the same rights, as if the ships had belonged to different Insured.
- C)** If both ships are to blame and where the liability of either or both of the ships in collision becomes subject to limitation by law, claims shall be settled upon the principle of "single liability", which provides for recovery of the balance being a result of set-off of mutual claims after application of limitation of liability by law. In all other cases claims shall be settled upon the principle of "cross-liabilities", where under the owner of each ship shall pay the owner of the other ship such proportion of the latter's damages as may have been properly allowed in ascertaining the extent of blame of each ship in the collision, without applying a set-off of amounts claimed.

## **Rule 15 Shipwreck**

Liability to compensate seamen for the loss of their employment caused in consequence of the actual or constructive total loss of the Insured ship. This cover shall be provided to the Insured where the Insured's liability to compensate seamen arises:

- a) Under the terms of a collective crew agreement or contract of service or employment entered into between the Insured and seamen of the Insured ship and approved by the Insurer;
- b) By operation of law.

## **Rule 16 Wreck liabilities**

**16.1** Costs or expenses relating to the raising, removal, destruction, lighting or marking of the wreck of the Insured ship and of her parts, when such raising, removal, destruction, lighting or marking is compulsory by law or where and when applicable by enforcement of the Nairobi International Convention on the Removal of Wrecks, 2007, or the costs thereof borne by third parties are legally recoverable from the Insured.

**16.2** Costs or expenses relating to the raising, removal or destruction of any property and cargo being carried or having been carried on the Insured ship, not being oil or oil products or any other contaminating substances within the scope of Rule 18, when such raising, removal or destruction is compulsory by law or where and when applicable by enforcement of the Nairobi International Convention on the Removal of Wrecks, 2007, or the costs borne by third parties are legally recoverable from the Insured, but only if and to the extent that:

- a) The cargo is not owned by the Insured and such property does not form part of the Insured ship and is not owned or leased by the Insured or by any company associated with or under the same management as the Insured ship;
  - b) The Insured is unable to recover such costs or expenses from the owner or insurer of such property, or from any other party.
- 16.3** Liabilities incurred by the Insured as the result of the presence or involuntary shifting of the wreck of the Insured ship, remnants of the cargo and property or as a result of the Insured's failure to remove, destroy, light or mark such wreck, including liability arising from the discharge or escape from such wreck of oil, oil products or any other contaminants within the scope of rule 18.
- 16.4** Liabilities incurred by the Insured as the result of any such raising, removal or destruction of the wreck of the Insured ship, cargo or any property or any attempt thereat.

***Provided always that:***

- a) The Insured ship became wreck as the result of casualty or event occurring during the validity of the contract of insurance.
- b) In respect of the amount claimed by the Insured under the contract of insurance entered into under the terms of Rule 16, the value of all property, stores and materials saved, as well as the wreck itself, shall first be deducted from the amount claimed by the Insured and only the balance thereof, if any, shall be recoverable from the Insurer.
- c) Nothing shall be recoverable if the Insured shall, without the consent of the Insurer in writing, have transferred the Insured's

interest in the wreck prior to the raising, removal, destruction, lighting or marking of the wreck or prior to the Insured event giving rise to the liabilities, costs and expenses referred to under the terms of Rule 16.

- d) Where the Insured's liability arises under the terms and conditions of a contract for providing services to the Insured ship, and would not have arisen but for those terms, such costs and expenses borne by the Insured are only recoverable if and to the extent that the terms of the cover have been approved by the Insurer in view of the terms and conditions of such a contract.

## **Rule 17 Loss of or damage to property**

Liabilities, costs and expenses of the Insured connected with liability to third parties to pay damages or compensation for any loss of or damage to any fixed or movable property including infringement of right to use such property. If the Insured ship causes loss or damage to property belonging wholly or in part to the Insured, the Insured shall have the right of recovery from the Insurer and the Insurer, in its turn, shall have the same rights as if such property or rights belonged to third parties. There shall be no recovery by the Insured under this Rule in respect of liability, which is within the scope of the following items:

- 17.1** Accidental Death or Injury under Rule 5.3.
- 17.2** Loss of and damage to the effects of seamen and other persons (other than passengers) under Rule 10,
- 17.3** Collision under Rule 14,



- 17.4** Wreck Liabilities under Rule 16,
- 17.5** Pollution risks under Rule 18,
- 17.6** Liability arising out of towage of or by the Insured ship under Rule 19,
- 17.7** Cargo liabilities under Rule 21,
- 17.8** Property on the Insured ship under Rule 22.

## **Rule18 Pollution risks**

The contract of insurance shall cover:

- 18.1** Costs and expenses borne by the Insured in connection with the liability to pay losses and damages caused by or incurred as a result of the discharge or escape from the Insured ship of oil or oil products or any other substance which may cause pollution.
- 18.2** The costs of any measures reasonably taken by the Insured exclusively for the purpose of preventing or minimizing pollution caused by the discharge or escape from the Insured ship of oil or oil products or any other substance which may cause pollution or any costs and expenses in connection with liability for loss or damage to third parties' property, caused by measures taken for the purpose of avoiding or minimizing pollution.
- 18.3** The costs or liabilities incurred by the Insured as a result of compliance with any order or direction given by any government or authority for the purpose of preventing or reducing pollution or the risk of pollution caused by the discharge or escape from

the Insured ship of oil or oil products or any other substance which may cause pollution, provided always that such costs or liabilities are not recoverable under the Hull Policy of the Insured ship, and not related to normal operation or salvage or repair of the Insured ship.

## **Rule 19 Towage**

Liabilities, cost and expenses incurred arising out of towage of an Insured ship:

- 19.1** under the terms of a contract for the customary towage of the Insured ship in the events as follows:
- a)** Towage of the Insured ship for the purpose of entering or leaving port or maneuvering within the port during the ordinary course of trading;
  - b)** Towage of such Insured ship as is habitually towed in the ordinary course of trading from port to port or from place to place, to the extent that the Insured is not covered against such liability under the Hull Policy of the Insured ship.
- 19.2** The Insured's liability arising out of the towage of the Insured ship other than customary towage. The cover under this item shall be provided only if the terms and conditions of such a contract of towage and the scope of cover have been agreed with the Insurer. A contract of insurance shall cover the Insured's liability arising out of the towage of the Insured ship carried out under the terms of a contract for towage other than those specified in Rule 25.

- 19.3** The Insured's liability arising out of the towage of another ship or object by the Insured ship. The cover shall be provided only if the terms and conditions of such a contract and the extent of cover have been agreed with the Insurer.

**Rule 20 Liability arising under certain contracts for rendering services to the Insured ship**

Liability for loss of life, personal injury or illness, or for loss of or damage to property, arising exclusively under the terms and conditions of a contract made by or on behalf of the Insured relating to facilities or services provided or to be provided to or in connection with the Insured ship, but only if and to the extent that:

- a) The liability would not have arisen but for those terms and conditions;
- b) The terms and conditions of relevant contract have been approved by the Insurer.

**Rule 21 Cargo liabilities**

The liabilities and costs set out in below (always subject to Rules 21.1 and 21.2) when and to the extent that they relate to cargo intended to be or being or having been carried on the Insured ship:

- 21.1** The Insured's liability to third parties having property interest in the cargo for loss or shortage of or damage to the cargo or other responsibility arising out of any breach by the Insured, or by any person for whose acts, neglect or default the Insured

may be legally or contractually liable, of the obligation properly to load, handle, stow, carry, keep, care for, discharge or deliver the cargo.

- 21.2** Additional costs incurred in discharging, storing, selling or destroying damaged cargo. The contract of insurance shall cover additional costs (over and above those which would have been incurred by the Insured if the cargo had not been damaged) incurred by the Insured in discharging, disposing, storing, selling or destroying of damaged cargo, but only if and to the extent that the Insured has no recourse to recover those costs from any other party.
- 21.3** Failure of consignee to collect or remove cargo. The contract of insurance shall cover additional costs (over and above the costs which would have been incurred by the Insured if the cargo had been collected or removed) incurred solely by reason of the total failure of a consignee to collect or remove cargo at the port of discharge or place of delivery, but only if and to the extent that such liabilities or costs exceed the proceeds of sale of the cargo and the Insured has no recourse to recover those liabilities or costs from any other party.
- 21.4** Liability for loss, shortage or damage in respect of cargo carried by means of transport other than the Insured ship, when the liability arises under a through or transshipment bill of lading, or other form of contract, providing for carriage partly to be performed on the Insured ship. This insurance cover shall be provided subject to previous agreement of terms and conditions of such carriage with the Insurer in writing.

## **General terms for reimbursement of the Insured's Losses under Rule21**

### **1) Standard Terms of Contract of Carriage**

Unless special cover was agreed in writing between the Insurer and the Insured when they entered into the contract of insurance, there shall be no recovery in respect of costs and expenses of the Insured relating to cargo liabilities that arise out of carriage of the cargo (including cargo on deck) on terms less favorable to the carrier than the Hague Visby Rules (i.e. the Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 28th August 1924, as amended by the Protocol to that Convention signed at Brussels on 23th February 1968).

### **2) Deviation**

Unless special cover was agreed in writing between the Insurer and the Insured when they entered into the contract of insurance, there shall be no recovery in respect of the Insured's losses and expenses relating to cargo liabilities that arise out of or that are incurred as a consequence of deviation, which deviation in the sense of this Section is understood as a departure from the contractually agreed route or a change of terms of carriage, which deprive the Insured of the rights of limitation which would otherwise have been available to the Insured on the basis of the standard terms of carriage referred to in proviso 1 (Standard Terms of Contract of Carriage) of this Section.

### ***Exceptions from the cover under Rule 21***

This Rule shall not cover losses and expenses incurred by the Insured as a consequence of:

1. Issuance of a bill of lading, waybill and other documents evidencing the contract of carriage with the breaches as follows:
  - 1.1 The date of loading or acceptance of cargo for carriage specified in the said documents differs from the date when the cargo was actually loaded or accepted for carriage;
  - 1.2 Name, quantity and condition of the cargo have been incorrectly specified with the privities of either the Insured or the master.
2. Discharge of cargo at a port or place other than that provided in the contract of carriage unless otherwise due to force majeure or safety purpose.
3. Delivery of cargo without production of the original bill of lading, waybill or any other document of title by the person to whom delivery is made.
4. Delivery of cargo to a person other than the party named in the bill of lading, waybill or other documents as the person to whom the delivery should be made.
5. Non-arrival of the Insured ship at the port of loading or her late arrival or impossibility to load a certain cargo on board the Insured ship in absence of due diligence.

## **Rule 22 Cargo liabilities in case of breach of the contract of carriage**

At the insured's option the contract of insurance shall cover:

The Insured's liability and expenses arising out of breach of the contract of carriage by the Insured if in result thereof the Insured shall be deprived of the right of limitation of liability.

**22.1** Liability for carriage of on-deck cargo under the hold (under-deck) bill of lading.

**22.2** Cargo liability arising out of a deviation of the Insured ship connected with departure from the contractually agreed voyage, only subject to the previous written agreement obtained from the Insurer for each deviation.

## **Rule 23 Property on the Insured ship**

The contract of insurance shall cover:

Liability of the Insured for loss of or damage to any container, equipment, fuel or other property on board the Insured ship provided always that such property:

- a)** Is not property of passengers, crewmembers and other persons within the scope of Rule 10 of these Rules;
- b)** Is not cargo within the scope of Rule 21 of these Rules;
- c)** Does not form part of the Insured ship and is not owned or leased by the Insured or by any company associated with or under the same management as the Insured.

**Rule 24 Costs and expenses arising out of confiscation of the Insured ship**

This Rule at the Insurer' discretion shall cover damages caused to the Insured due to confiscation of the Insured ship by the award of court, arbitration or other competent body in whole or in part, if such confiscation resulted from infringement by the Insured or a person for whose acts the Insured is legally liable of any customs law or customs regulations, provided always that:

- a) The amount recoverable from the Insurer shall not exceed the market value of the ship at the date of the confiscation;
- b) The Insured shall have satisfied the Insurer that the Insured took such steps as appear to the Insurer to be reasonable to prevent the event giving rise to confiscation of the Insured ship. When non-fulfillment of the said conditions take place the Insurer shall have the right to refuse full or partial reimbursement of the Insured's expenses.

**Rule 25 Unrecoverable general average contributions**

The proportion of general average, special charges or salvage expenses which the Insured may be entitled to claim from cargo or from some other party to the marine adventure and which is not legally recoverable solely by reason of a breach by the Insured of terms and conditions of the contract of carriage.

**Rule 26 Ship's proportion of general average not recoverable under the hull policies**



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

Recovery shall be limited to the amount of the ship's proportion of the general average or salvage which shall not be recoverable under the Hull Policies for the reason that the hull and machinery of the ship had been insured for a proper amount (at market value) which amount, however, increased at the time of the general average or salvage.

### **Rule 27 Special Compensation to Salvors**

The Insured's expenses relating to his liability to pay special compensation to salvors of the Insured ship connected with the measures taken or the works done by the salvors to prevent or minimize damage to the environment, subject to the following conditions:

- 27.1** The Insured's liability to pay special compensation to salvors is imposed on the Insured pursuant to Article 14 of the International Convention on Salvage, 1989, or is assumed by the Insured under the terms of the salvage agreement approved by the Insurer.
- 27.2** His reasonably incurred expenses together with any increment awarded thereon under clause 1(a) of the Lloyds' open form of salvage agreement (1980).
- 27.3** The special compensation P&I club clause (SCOPIC) as incorporated into Lloyds' open form of salvage agreement or

any other " no cure- no pay" salvage contract approved by the Insurer.

**Rule 28 Legal claims for payment lodged by state competent authorities**

Expenses as set out in below incurred by the Insured in connection with the claims arising out of operation of the Insured ship(s) lodged by the state competent authorities for payment against the Insured or any parties for whose actions the Insurer is liable under the law or contract.

- 28.1** Expenses incurred by the Insured or by any parties for whose actions the Insured is liable under claims raised by the state competent authorities for payment, except for the events specified in Rule 28 provided that the Insured proves to the Insurer that the Insured took all necessary steps as the Insurer considers to be sufficient to prevent the event giving rise to such claims.
- 28.2** Expenses incurred by the Insured or by any parties for whose actions the Insured is liable under the claims raised by the state competent authorities for payment in respect of shortage, over-landing of cargo, or for a failure to comply with regulations relating to declaration of goods or to documentation in respect of the cargo.
- 28.3** Expenses incurred by the Insured or by any parties for whose actions the Insured is liable under claims raised by the state competent authorities for payment due to (for) breach of any law or regulation relating to immigration.

**28.4** Expenses incurred by the Insured or by any parties for whose actions the Insured is liable under claims raised by the state competent authorities for payment in respect of a discharge or escape of oil, oil products or other contaminants.

**28.5** There shall be no recovery of expenses incurred by the Insured in respect of claims of the state competent authorities for payment arising out of:

- a) Weight overloading of the Insured ship;
- b) Illegal fishing;
- c) Infringements of or non-compliance with the provisions relating to construction, adaptation and equipment of ships contained in the International Convention for the Prevention of Pollution from Ships, 1973, as amended by the Protocol of 1978 and any subsequent Protocols unless confirmation is obtained by flag state.

**Rule 29 Sue and Labour costs, Legal and Enquiry expenses**

Costs and expenses approved by the Insurer and reasonably incurred by the Insured for the purpose of:

- a) Preventing a threat of occurrence of the insured event;
- b) Determining the extent of damages caused to third parties as a result of occurrence of the insured event;
- c) Enquiring into the circumstances of occurrence of the insured event;
- d) Minimizing or avoiding the claim (including that in judicial instances) resulting from occurrence of the insured event.

### **Rule 30 Charterer's Liabilities**

At the Insured's option, the contract of insurance shall cover:

- 30.1** Charterer's liability towards a ship-owner or other company, person owning, operating the ship on legal ground for the risks which set out in section 2, provided that such liability shall be imposed on the charterer under the terms and conditions of the charter party.
- 30.2** Charterer's liability for loss of or damage to the chartered ship (Insured ship).
- 30.3** The loss incurred by Charterer as a result of loss of or damage to bunker, fuel or other property of the Charterer onboard the Insured ship.

### **Rule 31 General exclusion from the cover**

The cover under the contract of insurance entered into in compliance with these Rules shall not extend to either the Insured's liability and obligations to third parties or the costs and expenses, arising or incurred by the Insured in consequence of below items:

- 31.1** There shall be no recovery from The Qeshm International Trust Alliance P&I Club against any liabilities, costs or expenses (irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Insured or on the part of the Insured's servants, or agents) when the loss or damage, injury, illness or death or any other accident in respect of which such liability arises or costs or expenses is incurred, was caused by:

- (a) war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, any hostile act by or against a belligerent power, or any act of terrorism;

PROVIDED ALWAYS THAT in this rule, in the event of any dispute as to whether or not any act constitutes an act of terrorism, the decision of the Directors shall be final.

- (b) capture, seizure, arrest, restraint or detainment (barratry and piracy excepted) and the consequences thereof or any attempt thereat;
- (c) mines, torpedoes, bombs, rockets, shells, explosives or other similar weapons of war provided that this exclusion shall not apply to liabilities, costs or expenses which arise solely by reason of:
  - (i) the transport of any such weapons whether on board the Entered Ship or not, or
  - (ii) the use of such weapons, either as a result of government order or with the written agreement of the Managers or the Directors, where the reason for such use is the avoidance or mitigation of liabilities, costs or expenses which would otherwise fall within the cover given by The Qeshm International Trust Alliance P&I Club.

**31.2** Unless otherwise agreed in writing The Qeshm International Trust Alliance P&I Club shall not, except only as provided by Rule 14 (Collision) Rule 17 (Damage to Property) and Rule 25 (General Average), insure an Insured to any extent whatsoever against any of the risks, liabilities, costs or expenses against which the Insured would be insured if the Entered Ship were fully insured under Hull Policies on terms not less wide than both:

- (i) those of the Lloyd's Marine Policy with Institute Time Clauses (Hulls) 1.10.83 attached and with no deductible or franchise applicable to claims under those policies, and
  - (ii) those of the Lloyd's Marine Policy with Institute Time Clauses (Hulls) 1.11.95 attached and with no deductible or franchise applicable to claims under those policies.
- 31.3** There shall be no recovery in respect of any liabilities, costs or expenses arising out of or constituted by willful misconduct on the part of the Insured (being an act intentionally done, or a deliberate omission by the Insured, with knowledge that the performance or omission will probably result in injury, or an act done or omitted in such a way as to allow an inference of a reckless disregard of the probable consequences).
- 31.4** The Liabilities to pay compensation or damages for loss of life, or personal injury or fine, caused by possession or use of drug and alcohol;
- 31.5** Un-seaworthiness of the Insured ship that the Insured knew about or should have known about prior to commencement of the voyage;
- 31.6** The Insured's ship participation in smuggling or other unlawful operations or attempts thereat;
- 31.7** A waiver by the Insured of the right to claim a recovery from the person liable for the losses incurred by the Insured or the Insurer's impossibility to exercise such a right through the Insured's fault;
- 31.8** Ionising radiation, toxic, explosive or other hazardous properties of nuclear fuel or nuclear products or waste;

- 31.9** Loss of, damage or repairs to the Insured ship or cleaning of the Insured ship or any part thereof from oil or oil products pollution;
- 31.10** Loss of or damage to the Insured ship or equipment or containers, lashings, stores or fuel being onboard the Insured ship and owned or leased by the Insured or by any company under the same management as the Insured;
- 31.11** Claims raised by or against the Insured relating to loss of freight or hire or demurrage, detention of the Insured ship unless such an amount forms part of a claim recoverable from the Insured for shortage of or damage to the cargo;
- 31.12** Claims against the insured arising out of breach or cancellation of a charter-party or any other contract;
- 31.13** Claims against the insured arising out of irrecoverable debts or out of the insolvency or a fraud of any person;
- 31.14** Claims against the insured arising out of exercising by the Insured of lien or sale of cargo;
- 31.15** Claims against the Insured arising out of properties or inherent defects and vice of cargo;
- 31.16** Any costs and expenses arising out of salvage of the Insured ship;
- 31.17** Liabilities arising under any statute regulating the use or insurance of road vehicles;

- 31.18** Claims relating to demurrage on, detention of or delay to an Entered Ship unless such loss is covered under Rule 21 (Cargo);
- 31.19** Losses arising out of towage other than in accordance with Rule 19
- 31.20** Liabilities, costs and expenses incurred by an insured in connection with any claim brought against it arising out of:
- (a)** waste incineration or disposal operations carried out by the Entered ship (other than any such operations carried out as an incidental part of other commercial activities), not being specialist operations;
  - (b)** the operation by the Insured of submarines, diving bells or remotely operated vehicles;
  - (c)** the activities of professional or commercial divers where the Insured is responsible for such activities other than:
    - (i)** activities arising out of salvage operations being conducted by an Entered ship where the divers form part of the crew of that Entered ship (or of diving bells or other similar equipment or craft operating from the Entered ship) and where the Insured, having obtained a specific extension of cover under Rule 27, is responsible for the activities of such divers, or
    - (ii)** incidental diving operations carried out in relation to the inspection, repair or maintenance of the Entered ship or in relation to damage caused by the Entered ship, or
    - (iii)** recreational diving activities.



**31.21** Use of a non-specialized ship as:

- a) A salvage ship, but excluding salvage of life at sea
- b) A drilling ship
- c) A dredger
- d) A cable and pipe laying ship and/or other type of ships

**31.22 Prudent Uninsured**

The Insured shall take such proper steps as in the opinion of the Directors are appropriate to protect its interests from the time when a ship is entered in The Qeshm International Trust Alliance P&I Club and throughout the period of the ship's entry as it should or would have done if not protected by The Qeshm International Trust Alliance P&I Club.

Compliance with this provision shall be a condition precedent to an Insured's right of recovery from The Qeshm International Trust Alliance P&I Club, provided that the Directors shall have power in their absolute discretion to admit in whole or in part a claim, notwithstanding a breach of such condition. The exercise of their discretion by the Directors shall be final and conclusive for all purposes.

**31.23 Obligations of the Insured in respect of excluded risks**

- (a) Where the liabilities, costs and expenses of an Insured are discharged by The Qeshm International Trust Alliance P&I Club pursuant to a demand made under:
  - (i) A certificate issued by The Qeshm International Trust Alliance P&I Club in compliance with Article VII of the International Conventions on Civil Liability for Oil Pollution Damage 1969 or 1992 or any amendments thereof, or

- (ii) A certificate issued by The Qeshm International Trust Alliance P&I Club in compliance with Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001, notwithstanding the exclusions in Rule 31.1 War Risks and/or Rule 31.8 Radioactive Materials, the Insured shall indemnify The Qeshm International Trust Alliance P&I Club to the extent that any payment under such guarantee, undertaking or certificate in discharge of the said liabilities, costs and expenses is or would have been recoverable in whole or in part under a standard P&I war risk policy had the Insured complied with the terms and conditions thereof.

**PROVIDED ALWAYS THAT:**

A standard P&I war risk policy shall mean an insurance against such risks and for such amounts as The Qeshm International Trust Alliance P&I Club in its discretion shall decide was reasonable for the Insured to have obtained, and

**(b) The Insured agrees that:**

- (i) There shall be assigned to The Qeshm International Trust Alliance P&I Club to the extent and on the terms that The Qeshm International Trust Alliance P&I Club determines in its discretion to be practicable all the rights of the Insured under any other insurance and against any third party.

**31.24 Double Insurance**

The Qeshm International Trust Alliance P&I Club shall not, unless and to the extent that the Directors in their discretion otherwise decide, be liable for any liabilities, costs or expenses

recoverable under any other insurance or which would have been so recoverable:

- (a) apart from any terms in such other insurance excluding or limiting liability on the grounds of double insurance, and
- (b) if the ship had not been entered in The Qeshm International Trust Alliance P&I Club with cover against the risks set out in these Rules.

## **SECTION 3 Conclusion of the contract of insurance**

### **Rule 32 Application for insurance**

The contract of insurance shall be concluded on the basis of a written application containing all circumstances known to the Insured which may be material for determining probability of occurrence of an insured event and the amount of possible losses thereby caused.

- 32.1** The Insured's application shall be an integral part of the contract of insurance.
- 32.2** The Insurer shall be entitled to verify the accuracy of information given by the insured relating to the subject of the contract of insurance and the Insured shall assist the Insurer in this respect.
- 32.3** If after conclusion of the contract of insurance it becomes apparent that the Insured has provided the Insurer with patently false information about the circumstances material for determining the extent of risk, then the Insurer shall be entitled to deem the contract of insurance invalid.

### **Rule 33 Surveys of ships**

- 33.1** The Insurer shall be entitled to inspect ships applying for insurance in terms of their technical condition at the expense of the applicant, or at any time within the period of validity of the contract of insurance at the expense of the Insurer, while the Insured shall be obliged:
  - a)** To render any assistance and afford such facilities as may be required for such inspection/survey,
  - b)** To comply with such recommendations as the Insurer may make following such inspection/survey.

**33.2** If following the inspection of the ship carried out within the period of validity of the contract of insurance any defects in the ship's condition or her machinery are found which defects may threaten either the safe carriage of cargo or may cause the Insured's liability to third parties, the Insurer shall not be liable for claims connected with such defects until same have been eliminated and a new inspection has been carried out, or upon submission of evidences showing corrective action by the insured.

#### **Rule 34 Contract of Insurance**

The contract of insurance shall be made in writing, when entering into the contract of insurance the Insured and the Insurer shall agree on the following:

- a)** Subject of insurance;
- b)** Nature of the risk insured against (insured event);
- c)** Limit of liability of the Insurer (sum insured);
- d)** Period of validity of the contract of insurance;
- e)** Terms and conditions specified as material by one of the parties.

**34.1** If so agreed between the parties the contract of insurance may provide for insurance of liability of a number of persons having insurance interest in the subject of insurance. In this event "Jointly and Severally Insured" Clause shall apply.

**34.2** If so agreed between the parties other persons may be included in a contract of insurance solely by reason that they may be deemed liable for damage actually caused by the Insured.

**34.3** The contract of insurance shall be made in the form of a policy. The policy shall be the underlying document confirming the fact of conclusion of the contract of insurance.

- 34.4** The Insurer shall be entitled to insert in the contract of insurance clauses which limit the Insurer's liability under the contract of insurance in the event the Insured has failed to fulfill safe carriage of cargoes as well as other clauses specifying the relationship between the Insurer and the Insured and other persons included in the policy on the Insured's application.
- 34.5** In case of renewal of the contract of insurance the Insurer shall have the right to alter the amount of premium taking into consideration variation of the degree of risk, terms and conditions of insurance or loss records in the previous period of the contract of insurance.
- 34.6** Based on the payment of the first installment or the full premium to the account of the Insurer the latter shall forward the original policies to the Insured.
- 34.7** The contract of insurance of liability shall be deemed as concluded in favour of persons to whom damage can be caused (beneficiaries). Conclusion of the contract of insurance in favour of beneficiaries under this subsection assumes that the Insurer shall under these Rules reimburse the Insured's expenses incurred as a consequence of occurrence of the Insured's liability towards the beneficiaries.
- 34.8** Risks of additional expenses of the Insured connected with the insured event be covered, the contract of insurance (in the part concerning the said risks) shall be deemed as concluded in favour of the Insured.

**Rule 35 Variation of risk within the period of validity of the contract of insurance**

As soon as it becomes known to the Insured about any material variation concerning any covered risk that took place within the validity period of the contract of insurance the Insured shall

immediately notify the Insurer of such variation. Variations increasing the degree of risk shall entitle the Insurer to revise the terms and conditions of insurance or to charge an additional premium. If the Insured does not agree to change the terms and conditions of the contract of insurance or to pay additional premium the contract of insurance may be terminated from the time of occurrence of such variation concerning the increase of the degree of risk unless other sort of agreements could be reached between insurer and insured otherwise.

### **Rule 36 Addendum to the insurance policy**

- a) All amendments to the contract of insurance including those made due to variation of the degree of risk shall come into force with effect from the date agreed by the parties.
- b) As evidence of introducing amendments to the contract of insurance including those made due to variation of the degree of risk, the Insurer shall issue to the Insured an addendum to the policy.

### **Rule 37 Currency of Payment**

- 37.1** The Qeshm International Trust Alliance P&I Club shall make all payments for liabilities, losses, costs and expenses covered by The Qeshm International Trust Alliance P&I Club in the currency in which the Insured's Premium Rating is calculated (the "premium currency").
- 37.2** Where the Insured has made a payment in respect of any liability, loss, cost or expense which is covered by The Qeshm International Trust Alliance P&I Club in a currency other than the premium currency, that payment shall be converted into the

premium currency at the rate of exchange ruling on the day payment was made by the Insured.

- 37.3** Where a deductible is expressed in a currency other than the premium currency, the deductible shall be converted into the premium currency at the rate of exchange ruling on the day payment was made by the Insured.
- 37.4** Where a payment in respect of a liability, loss, cost or expense is due at a fixed time and the Insured without valid reason neglects to make payment when due, the Insured shall not be entitled to compensation at a higher rate of exchange than that ruling on the day on which payment was due.
- 37.5** All rates of exchange for the purposes of this Rule shall be as conclusively certified by The Qeshm International Trust Alliance P&I Club.

#### **Rule 38 Period of insurance**

The contract of insurance shall be concluded for a period of one year. Upon mutual agreement of the parties the contract of insurance may be concluded for a different period which should be stipulated in the contract of insurance.

The contract of insurance shall come into force from the moment of payment of the insurance premium or first installment of the insurance premium, unless otherwise agreed by the contract.

- 38.1** When the contract of insurance implies that it shall come into force from the moment other than payment of insurance premium or first installment of insurance premium, in case the insurance premium or first installment of insurance premium was not paid within 30 days from the due date



indicated in the contract of insurance (or respective invoice), the Insurer is entitled to cancel the contract of insurance by giving written notice to the Insured. In case the contract of insurance did not come into force at the time the Insurer was entitled to cancel the insurance as per above clause, such contract of insurance shall be deemed invalid and shall not entail any legal consequences for the parties thereto.

**38.2** In case of non-payment of respective installment of the insurance premium within 10 days from the due date indicated in the contract of insurance (or respective invoice), the Insurer is entitled to cancel the contract of insurance unilaterally by giving written notice to the Insured.

**38.3** The moment of cancellation of Contract of Insurance as per Para 1 and 2 of this Rule can be specified as follows:

- a)** due date stipulated in the contract of insurance for payment of insurance premium (installment), in case notice of cancellation was sent to the Insured not later than 45 days from the due date indicated in the contracts concluded with legal entities; and not later than 60 days from the due date indicated in the contracts concluded with individuals.
- b)** Date of sending of notice of cancellation in case this notice was sent by the Insurer later than 45 days from the due date indicated in the contracts concluded with legal entities; and later than 60 days from the due date indicated in the contracts with individuals. The Insurer is not liable to effect any payments of claims arising on or after the date of cancellation of the contract of insurance as defined in this paragraph.

**38.4** In case contract of insurance was unilaterally terminated by the Insurer in accordance with Para 2 and 3 of this Rule the insurance premium paid to the Insurer shall not be returned to the Insured.

**38.5** Other consequences of non-payment of the insurance premium (or respective installment) by the Insured could be determined by the contract of insurance.

### **Rule 39 Premium payment procedure**

The Insured shall be obliged to pay to the Insurer either installments or the full amount of insurance premium within the periods stipulated by the contract.

**39.1** In case of cash payment the date of payment of insurance premium shall be considered as: the date of payment to the Insurer's cash department. In addition the date of debiting the Insured's account for the amount of the insurance premium, provided such an amount shall be actually credited to the Insurer's account - in case of non-cash payment.

**39.2** In case of a total loss of the Insured ship whether Actual or Constructive the Insured(s) is to effect immediate payment of the full amount of insurance premium for the whole period of insurance.

### **Rule 40 Consequences of failure to pay premium**

When the Insured has failed to pay insurance premium within the periods and in the amounts specified in the contract of insurance or in the relevant invoice, and taking into consideration the provisions of Rule 38, the Insurer shall be entitled:

- a) To demand that the Insured fulfill the obligation to pay premium;
- b) To cancel the contract of insurance;
- c) To impose penalties in compliance with the provisions of civil legislation.

#### **Rule 41 Validity of the contract of insurance**

The contract of insurance is valid until mutual obligations are fully fulfilled by the parties.

#### **Rule 42 Mortgagees**

At the request of a mortgagee and with the consent of the insured, the insurer may in their discretion agree:

- a) to pay to the mortgagees or to their order any recovery the Insured is entitled to receive from the funds of The Qeshm International Trust Alliance P&I Club in respect of any liability costs or expenses incurred by the insured on the receipt of notice from the mortgagees that the Insured is in default under the mortgage.
- b) to inform the mortgagees if notice is given to the Insured in respect of the Entered Ship, that his insurance in The Qeshm International Trust Alliance P&I Club in respect of such ship is to cease.
- c) to give the mortgagees 14 days notice of The Qeshm International Trust Alliance P&I Club's to cancel the insurance of the Insured by reason of his failure to pay when due and demanded any sum due from him to The Qeshm International Trust Alliance P&I Club.

## **SECTION 4 Settlement of claims between the parties**

### **Rule 43 Notification of the insurer of the events provided for by the contract of insurance**

In case of occurrence of an event provided for by the contract of insurance, which may entail liability of the Insured the latter shall be obliged to notify the Insurer thereof immediately in writing. If the Insured fails to either notify or notify in due course of the occurrence of such event and the said failure does not allow the Insurer to duly undertake all steps for preventing or reducing the claim, the Insurer shall have the right to reject the Insured's claim for reimbursement in whole or in part.

### **Rule 44 The Insurer's rights in handling and settlement of claims**

In all matters connected with handling and settlement of claims, the Insurer shall have the right:

- a) to require any information and documents relating to the insured event from the Insured;
- b) to appoint or employ surveyors, experts, lawyers and other persons on behalf of the Insured for handling, considering and settlement of claims - at the Insurer's discretion;
- c) to participate in court and arbitration proceedings on behalf of the Insured. For this purpose the Insured shall be obliged to confer a power of attorney on the Insurer specifying relevant powers and authorities;
- d) To control handling and settlement of third parties' claims by the Insured including handling and settlement thereof in court and arbitration instances, to give instructions to the Insured on handling, settlement and payment of claims including compromise settlements on the conditions, in the amounts and within the terms which the Insurer shall deem fit.

- 44.1** Any actions of the Insurer aimed at prevention of an insured risk, ascertainment of the causes of the event or casualty which may result in the Insured's liability, as well as at reducing of the amount of claim raised against the Insured by third parties or at rejection of such a claim, shall not lead to unconditional acknowledgement of the Insurer's liability by the Insurer and obligations to reimburse the Insured's expenses in respect of the particular insured event.
- 44.2** If the Insured fails to assist the Insurer in exercising his rights listed in this section or to comply with the Insurer's instructions, the Insurer shall be entitled to reject the Insured's claims for reimbursement or to reduce the sum thereof.
- 44.3** Unless the Directors in their discretion otherwise decide, it is a condition precedent of an Insured's right to recover from the funds of The Qeshm International Trust Alliance P&I Club in respect of any liabilities, cost or expenses that he shall first have discharged or paid the same.
- 44.4** Notwithstanding the provisions of Rule 44.3, where an Insured has failed to discharge a liability to pay damages or compensation for death, personal injury or illness of a seaman under Rule 6 and Rule 7 (a "Crew Claim"), or MLC 2006 Liability under Rule 8.3, The Qeshm International Trust Alliance P&I Club shall pay such Crew Claim or discharge such MLC 2006 Liability on the Insured's behalf directly to such seaman or dependant thereof.

**PROVIDED ALWAYS THAT:**

- (a)** The seaman or dependant has no enforceable right of recovery against any other parties and would otherwise be uncompensated,

- (b) Subject to (d) below, the amount payable by The Qeshm International Trust Alliance P&I Club shall under no circumstances exceed the amount which the Insured would have been able to recover from The Qeshm International Trust Alliance P&I Club under the Rules and the Insured's terms of entry,
- (c) The Insured shall be liable to reimburse The Qeshm International Trust Alliance P&I Club in full any MLC 2006 Liability save to the extent that any part thereof is recoverable under Rule 8.1 and Rule 8.2,
- (d) Where The Qeshm International Trust Alliance P&I Club is under no liability to the Insured in respect of a Crew Claim or MLC 2006 Liability in accordance with Rule 40, The Qeshm International Trust Alliance P&I Club shall nevertheless discharge or pay that MLC 2006 Liability or Crew Claim to the extent only that either arises from an obligation created or an event occurring prior to the date of Cesser, but as agent only of the Insured, and the Insured shall be liable to reimburse The Qeshm International Trust Alliance P&I Club for the full amount of such payment.

**Rule 45 Acknowledgment by the Insured of the Insured's liability for damage caused to third parties, the Insured's consent to settle and pay claims**

The Insured shall not be entitled to either expressly or by implication (including via representatives) acknowledge his liability, to give consent to or assume obligations on amicable settlement as well as to actually pay claims of third parties without the prior written consent of the Insurer.

Failure by the Insured to comply with this requirement shall give ground for rejection by the Insurer of the Insured's claim for full or partial reimbursement.

## **SECTION 5 Insurance reimbursement**

### **Rule 46 Return to the Insurer of reimbursement recovered by the Insured from third parties**

In case the Insured receives both compensation from third parties and reimbursement from the Insurer under the same insured event, the Insured shall be obliged to return to the Insurer reimbursement received from him in the amount equal to the sum recovered from third parties but not in excess of the sum of reimbursement paid by the Insurer.

### **Rule 47 List of grounds for rejecting the insurance reimbursement by the Insurer**

Grounds for rejecting the insurance reimbursement by the Insurer shall be as follows:

- 47.1** Grounds listed in Rule 31,
- 47.2** The event that caused the Insured's liability occurred either before commencement of the contract of insurance or after termination thereof;
- 47.3** The event that caused the Insured's liability occurred outside the territory of validity of the contract of insurance;
- 47.4** Failure of the Insured to fulfill the obligation to pay premium under Rule 39.
- 47.5** Submission by the Insured to the Insurer of patently false information or counterfeit documents relating to the relevant contract of insurance or the event insured;

- 47.6** Breach by the Insured of the terms and conditions of the contract of insurance and additional terms inserted in the contract of insurance under Rule 34
- 47.7** Failure of the Insured to give notice to the Insurer in proper time and in the order according to Rule 43 of these Rules.
- 47.8** Waiver by the Insured of the rights to claim against the parties responsible for damage to property interests of third parties, or impossibility to effect subrogation through the Insured's fault (delay in lodging a claim against the parties responsible for the losses, etc.).
- 47.9** Recovery received by the Insured from the party responsible for damage to property interests of third parties;
- 47.10** Submission of requirements for claims reimbursement, occurred as a result of transportation of weapons of war or its parts including bullets other warheads ,mines, bombs and other parts of weapons of war, not depending on presence of cause-effect relation between such carriage and claims for reimbursement excluding cases where such liability was explicitly covered by contract of insurance.



## **SECTION 6 DISPUTES AND APPLICABLE LAW**

### **Rule 48 Disputes and Applicable law**

Any dispute or disagreement arising out of or relating to the contract of insurance concluded according to these Rules or its breach, termination or invalidity shall, if possible, be settled by means of negotiations between the parties. If no agreement has been reached by the parties, disputes shall be referred to the Iranian law at the Iranian Court, unless the parties have otherwise agreed.

## **SECTION 7 LAID UP RETURNS**

### **Rule 49 Laid up Returns**

- a) Unless otherwise agreed, if an Entered Ship is laid-up without Cargo in a safe port as approved by the Managers, subject to production of evidence of safe lay up, for more than 30 days with not more than a quarter of her usual complement of officers and crew on board, the Insured is entitled to a reduction of 50% in the agreed premium after deduction of administrative expenses, payable for the period of lay-up provided such claim is notified in writing to the Managers within three months of the cessation of such lay-up.
- b) Notwithstanding Rule 49 (a), if an Entered Ship has been laid-up or is likely to be laid-up without Cargo for more than 90 days with not more than a quarter of her usual complement of officers and crew on board, the Insured at the Manager's sole discretion may terminate the Entry hereunder and make such other arrangements for coverage as is deemed appropriate by the Insured. A pro rata return of the annual premium for the

unexpired proportion of the Entry Year will be granted to the Insured, after deduction of administrative expenses, subject to there being no payment of premium outstanding in accordance with Rule 39 and provided that a claim for a pro rata return is notified in writing to the Managers within three months of the end of the Entry Year.

## **APPENDIX 1**

### **Pre-loading survey**

#### ***Finished steel cargo:***

In the event of the ship carrying finished steel cargo, it is a condition of cover that:

- a) The insured will arrange for surveyors approved by The Qeshm International Trust Alliance P&I Club to carry out a pre-loading survey of the cargo in order to establish its' condition immediately before loading on the ship.
- b) Bills of Lading will be claused in accordance with the findings of pre-loading surveys required under this clause.
- c) The cost and expenses of Pre-loading survey will be paid by the insurer.

#### ***Bagged cargo:***

In the event an entered ship be required to load bagged cargo, the insured will promptly advise The Qeshm International Trust Alliance P&I Club who will arrange for an approved surveyor at the insurer's expense, to conduct a pre-loading survey at the port(s) of shipment to supervise the loading, stowage and note the apparent condition of the bagged cargo and tally the cargo at the expense of the Insured as it is loaded aboard the ship. All Bills of Lading will be claused in accordance with the findings of pre-loading surveys required under this clause.

On discharge of the bagged cargo, a discharge survey is to be arranged by surveyors approved by The Qeshm International Trust Alliance P&I Club at the insurer's expense, to supervise the discharge, determine the nature of any apparent damaged or torn bags, any shortage of cargo and any loss or damage attributable to stevedores and tally the bagged cargo at the expense of the Insured.

## **APPENDIX 2**

In accordance with Rule 34, the Insurer shall have the right to insert the following clauses and warranties in the insurance policy:

### **Seaworthiness guarantee:**

At the commencement of each voyage the Ship-owner/Insured shall be bound to effect due diligence to make the ship seaworthy in all respects for the purpose of the particular adventure insured.

### **ISM Code Clause:**

The Insured shall procure that both the Ship(s) and “the Company” shall comply with the requirements of the ISM Code if such requirement is provided for by chapter IX of the International Convention for the Safety of Life At Sea, 1974 with amendments 1994.

### **Classification and certification of the ship**

- 1) It shall be a condition of the insurance of the ship that:
  - a. the ship shall be and remain throughout the period of entry classed with a classification society approved by The Qeshm International Trust Alliance P&I Club;
  - b. the Insured shall promptly call to the attention of that classification society any incident, occurrence or condition which has given or might have given rise to damage in respect of which the classification society might make recommendations as to repairs or other action to be taken by the Insured;

- c. the Insured shall comply with all the rules, recommendations and requirements of that classification society relating to the ship within the time or times specified by The Qeshm International Trust Alliance P&I Club;
- d. The Qeshm International Trust Alliance P&I Club is authorized to inspect any documents and obtain any information relating to the maintenance of class of the ship in the possession of any classification society with which the ship is or has at any time been classed prior to and during the period of insurance and such classification society or societies are authorized to disclose and make available such documents and information to The Qeshm International Trust Alliance P&I Club upon request by it and for whatsoever purpose The Qeshm International Trust Alliance P&I Club in its sole discretion may consider necessary.
- e. the Insured shall immediately inform The Qeshm International Trust Alliance P&I Club if, at any time during the period of entry, the classification society with which the ship is classed is changed and advise The Qeshm International Trust Alliance P&I Club of all outstanding recommendations, requirements or restrictions specified by any classification society relating to the ship as at the date of such change;
- f. the Insured shall comply or procure compliance with all statutory requirements of the state of the ship's flag relating to the construction, adaptation, condition, fitment, equipment, manning, safe operation, security and management of the ship and at all times shall maintain or procure the maintenance of the validity of such statutory certificates as are issued by or on behalf of the state of the ship's flag in relation to such compliance.

- 2) The Qeshm International Trust Alliance P&I Club shall notify the Insured when it intends to inspect classification documents or request information documents or request information from a classification society in accordance with Para 1.d.
- 3) The Insured shall not be entitled to any recovery from The Qeshm International Trust Alliance P&I Club in respect of any claim arising during a period when the insured is not fulfilling or has not fulfilled the conditions in Para 1., provided always that where the entry of a ship is solely in the name of or on behalf of a charterer, and the charterer is not responsible for the maintenance of the ship, or for compliance with classification or statutory requirements, the rights of recovery of such charterer shall not be dependent on fulfillment of the conditions in Para 1(b, c, d, e and f) above.

#### **Joint Insured Clause (Jointly and Severally Insured)**

- a. The Insurer agree to extend insurance in respect of an Insured ship to a Joint Insured, subject to the following terms and conditions:
- b. The Insured and each Joint Insured shall be jointly and severally liable for payment of any premium due to the Insurer. Each Joint Insured has a right to be indemnified by the Insurer against any loss or expense for which such Joint Insured is legally liable and which arises from liability or expense which is specified in the contract of insurance.
- c. A Joint Insured shall not be indemnified against any loss or expense unless it arises out of the operations for which the Insured would be responsible as a Ship-owner.

- d. The Insurer shall not indemnify the Insured or Joint Insured against loss or expense which arises from a dispute between the Insured and a Joint Insured or between one Joint Insured and another.
- e. Each Joint Insured shall comply with all the obligations of the Insured under the contract of insurance, including its obligations to disclose material information, as if it were itself the Insured.
- f. An act or omission of the Insured or any Joint Insured shall be deemed to be the act or omission of the Insured and all Joint Insured.
- g. Any notice or other communication by the Insurer to the Insured or any Joint Insured shall be deemed to be a notice of communication to the Insured and all Joint Insured.
- h. Any payment by the Insurer in satisfaction of a liability insured under the contract of insurance shall be deemed to have been received by the Insured and all Joint Insured, and the Insurer shall thereby be fully discharged from its obligations to the Insured and all Joint Insured in respect of such liability.
- i. All other terms, conditions, exclusions and limitations of the contract of insurance, in so far as they are not inconsistent with the above, shall apply to the Insured and all Joint Insured.



## **APPENDIX 3**

### **Special provision for charterers' cover**

An Insured may be covered against liabilities, together with costs and expenses incidental thereto, which may be incurred by reason of his interest as charterer other than a charterer by demise of a ship which he has covered for insurance in accordance with these Rules and his Certificate of Entry. The following may be covered on such special terms as may be agreed in writing by the Managers:

#### **(a) P&I**

The Insured's liability, together with costs and expenses incidental thereto for risks covered in accordance with these Rules

#### **(b) Hull damage**

The Insured's liability, together with costs and expenses incidental thereto, for damage to or loss of the Insured ship

#### **(c) Bunkers**

Loss incurred by the Insured as a result of the loss of or damage to bunkers, fuel or other property of Insured on board the Insured ship

#### **(d) Loss of Freight or Hire**

Loss of Freight or hire payable under a charter party.

## **APPENDIX 4**

### **Standard Form Letters of Indemnity**

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- A)** Standard Form Letter of Indemnity to be given in return for Delivering Cargo without Production of the Original Bill of Lading
- B)** Standard Form Letter of Indemnity to be given in return for Delivering Cargo without Production of the Original Bill of Lading Incorporating a Bank's Agreement to join in the Letter of Indemnity
- C)** Standard Form Letter of Indemnity to be given in return for Delivering Cargo at a Port other than that Stated in the Bill of Lading
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**A) Standard Form Letter of Indemnity to be given in return for Delivering Cargo Without Production of the Original Bill of Lading**

To: [insert name of Owners] / Date: [insert date]  
The Owners of the [insert name of ship] / [insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of Lading: [insert identification numbers, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but the bill of lading has not arrived and we, [insert name of party requesting delivery], hereby request you to deliver the said cargo to [insert name of the party to whom delivery is to be given] or to such party as you believe to be or to represent [insert same name] or to be acting on behalf of [insert same name] at [insert place where delivery is to be made] without production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.

6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully

For and on behalf of / [insert name of Requestor]

The Requestor / Signature

**B) Standard Form Letter of Indemnity to be given in return for Delivering Cargo Without Production of the Original Bill of Lading Incorporating a Bank's Agreement to join in the Letter of Indemnity**

To: [insert name of Owners] / Date: [insert date]  
The Owners of the [insert name of ship] / [insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of Lading: [insert identification numbers, date and place of issue] The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but the bill of lading has not arrived and we, [insert name of party requesting delivery], hereby request you to deliver the said cargo to [insert name of the party to whom delivery is to be given] or to such party as you believe to be or to represent [insert same name] or to be acting on behalf of [insert same name] at [insert place where delivery is to be made] without production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.

6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]  
The Requestor  
Signature

We, [insert name of the Bank], hereby agree to join in this Indemnity providing always that the Bank's liability:

1. Shall be restricted to payment of specified sums of money demanded in relation to the Indemnity (and shall not extend to the provision of bail or other security)
2. Shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfill its obligations to you under the Indemnity. For the avoidance of doubt the Bank hereby confirms that:
  - a. Such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in



order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and

- b. In the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the Bank hereunder shall continue but shall be reduced by the amount of compensation paid.
3. Shall be limited to a sum or sums not exceeding in aggregate [insert currency and amount in figures and words]
4. Subject to proviso 5 below, shall terminate on [date six years from the date of the Indemnity] (the 'Termination Date'), except in respect of any demands for payment received by the Bank hereunder at the address indicated below on or before that date.
5. Shall be extended at your request from time to time for a period of two calendar years at a time provided that:
  - a. The Bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and
  - b. Such notice is received by the Bank at the address indicated below on or before the then current Termination Date.  
Any such extension shall be for a period of two years from the then current Termination Date and, should the Bank for any reason be unwilling to extend the Termination Date, the Bank shall discharge its liability by the payment to you of the

maximum sum payable hereunder (or such lesser sum as you may require).

However, in the event of the Bank receiving a written notice signed by you, on or before the then current Termination Date, stating that legal proceedings have been commenced against you as a result of your having delivered the said cargo as specified in the Indemnity, the Bank agrees that its liability hereunder will not terminate until receipt by the Bank of your signed written notice stating that all legal proceedings have been concluded and that any sum or sums payable to you by the Requestor and/or the Bank in connection therewith have been paid and received in full and final settlement of all liabilities arising under the Indemnity.

6. Shall be governed by and construed in accordance with the law governing the Indemnity and the Bank agrees to submit to the jurisdiction of the court stated within the Indemnity.

It should be understood that, where appropriate, the Bank will only produce and deliver to you all original bills of lading should the same come into the Bank's possession, but the Bank agrees that, in that event, it shall do so.

The Bank agrees to promptly notify you in the event of any change in the full details of the office to which any demand or notice is to be addressed and which is stated below and it is agreed that you shall also promptly notify the Bank in the event of any change in your address as stated above.

Please quote the Bank's Indemnity Ref ..... in all correspondence with the Bank and any demands for payment and notices hereunder.

Yours faithfully  
For and on behalf of  
[insert name of bank]

[insert full details of the office to which any demand or notice is to be addressed]

Signature

**C) Standard Form Letter of Indemnity to be given in return for Delivering Cargo at a Port other than that Stated in the Bill of Lading**

To: [insert name of Owners] / Date: [insert date]  
The Owners of the [insert name of ship] / [insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of Lading: [insert identification numbers, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the ship to proceed to and deliver the said cargo at [insert name of substitute port or place of delivery] against production of at least one original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of the ship proceeding and giving delivery of the cargo against production of at least one original bill of lading in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
5. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully  
For and on behalf of

[insert name of Requestor]  
The Requestor  
Signature

**A) Standard Form Letter of Indemnity to be given in return for Delivering Cargo at a Port other than that Stated in the Bill of Lading Incorporating a Bank's Agreement to join in the Letter of Indemnity**

To: [insert name of Owners] / Date: [insert date]  
The Owners of the [insert name of ship] / [insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of Lading: [insert identification numbers, date and place of issue]

The above cargo was shipped on the above ship by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bill of lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bill of lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the ship to proceed to and deliver the said cargo at [insert name of substitute port or place of delivery] against production of at least one original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of the ship proceeding and giving delivery of the cargo against production of at least one original bill of lading in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
5. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully



For and on behalf of  
[insert name of Requestor]  
The Requestor  
Signature

We, [insert name of the Bank], hereby agree to join in this Indemnity providing always that the Bank's liability:

1. Shall be restricted to payment of specified sums of money demanded in relation to the Indemnity (and shall not extend to the provision of bail or other security)
2. Shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfill its obligations to you under the Indemnity. For the avoidance of doubt the Bank hereby confirms that:
  - a. Such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and;
  - b. In the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the Bank hereunder shall continue but shall be reduced by the amount of compensation paid.

3. Shall be limited to a sum or sums not exceeding in aggregate [insert currency and amount in figures and words.
4. Subject to proviso 5 below, shall terminate on [date six years from the date of the Indemnity] (the 'Termination Date'), except in respect of any demands for payment received by the Bank hereunder at the address indicated below on or before that date.
5. Shall be extended at your request from time to time for a period of two calendar years at a time provided that:
  - a. The Bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and;
  - b. Such notice is received by the Bank at the address indicated below on or before the then current Termination Date.

Any such extension shall be for a period of two years from the then current Termination Date and, should the Bank for any reason be unwilling to extend the Termination Date, the Bank shall discharge its liability by the payment to you of the maximum sum payable hereunder (or such lesser sum as you may require).

However, in the event of the Bank receiving a written notice signed by you, on or before the then current Termination Date, stating that legal proceedings have been commenced against you as a result of your having delivered the said cargo as specified in the Indemnity, the Bank agrees that its liability hereunder will not terminate until receipt by the Bank of your signed written notice stating that all legal proceedings have been concluded and that any sum or sums payable to you by

the Requestor and/or the Bank in connection therewith have been paid and received in full and final settlement of all liabilities arising under the Indemnity.

6. Shall be governed by and construed in accordance with the law governing the Indemnity and the Bank agrees to submit to the jurisdiction of the court stated within the Indemnity.

It should be understood that, where appropriate, the Bank will only produce and deliver to you all original bills of lading should the same come into the Bank's possession, but the Bank agrees that, in that event, it shall do so.

The Bank agrees to promptly notify you in the event of any change in the full details of the office to which any demand or notice is to be addressed and which is stated below and it is agreed that you shall also promptly notify the Bank in the event of any change in your address as stated above.

Please quote the Bank's Indemnity Ref ..... in all correspondence with the Bank and any demands for payment and notices hereunder.

Yours faithfully

For and on behalf of

[insert name of bank]

[insert full details of the office to which any demand or notice is to be addressed]

**B) Standard Form Letter of Indemnity to be given in return for Delivering Cargo at a Port other than that Stated in the Bill of Lading and Without Production of the Original Bill of Lading**

To: [insert name of Owners]

Date: [insert date]

The Owners of the [insert name of ship]

[insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of Lading: [insert identification numbers, date and place of issue]

The above cargo was shipped on the above vessel by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bills of lading are made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bills of lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the vessel to proceed to and deliver the said cargo at [insert name of substitute port or place of delivery] to [insert name of the party to whom delivery is to be given] or to such party as you believe to be or to represent [insert same name] or to be acting on behalf of [insert same name] without production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or

expense of whatsoever nature which you may sustain by reason of the ship proceeding and giving delivery of the cargo in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.

5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you.
6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]  
The Requestor  
Signature

**C) Standard Form Letter of Indemnity to be given in return for Delivering Cargo at a Port other than that Stated in the Bill of Lading and Without Production of the Original Bill of Lading Incorporating a Bank's Agreement to join in the Letter of Indemnity**

To: [insert name of Owners] / Date: [insert date]  
The Owners of the [insert name of ship] / [insert address]

Dear Sirs

Ship: [insert name of ship]

Voyage: [insert load and discharge ports as stated in the bill of lading]

Cargo: [insert description of cargo]

Bill of Lading: [insert identification numbers, date and place of issue]

The above cargo was shipped on the above vessel by [insert name of shipper] and consigned to [insert name of consignee or party to whose order the bills of lading are made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the bills of lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the vessel to proceed to and deliver the said cargo at [insert name of substitute port or place of delivery] to [insert name of the party to whom delivery is to be given] or to such party as you believe to be or to represent [insert same name] or to be acting on behalf of [insert same name] without production of the original bill of lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by

reason of the ship proceeding and giving delivery of the cargo in accordance with our request.

2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or



otherwise to cause all original bills of lading to be delivered to you.

6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully  
For and on behalf of  
[insert name of Requestor]  
The Requestor  
Signature

We, [insert name of the Bank], hereby agree to join in this Indemnity providing always that the Bank's liability:

1. Shall be restricted to payment of specified sums of money demanded in relation to the Indemnity (and shall not extend to the provision of bail or other security)
2. Shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfill its obligations

to you under the Indemnity. For the avoidance of doubt the Bank hereby confirms that:

- a. Such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and;
- b. In the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the Bank hereunder shall continue but shall be reduced by the amount of compensation paid.
3. Shall be limited to a sum or sums not exceeding in aggregate [insert currency and amount in figures and words]
4. Subject to proviso 5 below, shall terminate on [date six years from the date of the Indemnity] (the 'Termination Date'), except in respect of any demands for payment received by the Bank hereunder at the address indicated below on or before that date.
5. Shall be extended at your request from time to time for a period of two calendar years at a time provided that:
  - a. The Bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and;

- b. Such notice is received by the Bank at the address indicated below on or before the then current Termination Date.

Any such extension shall be for a period of two years from the then current Termination Date and, should the Bank for any reason be unwilling to extend the Termination Date, the Bank shall discharge its liability by the payment to you of the maximum sum payable hereunder (or such lesser sum as you may require).

However, in the event of the Bank receiving a written notice signed by you, on or before the then current Termination Date, stating that legal proceedings have been commenced against you as a result of your having delivered the said cargo as specified in the Indemnity, the Bank agrees that its liability hereunder will not terminate until receipt by the Bank of your signed written notice stating that all legal proceedings have been concluded and that any sum or sums payable to you by the Requestor and/or the Bank in connection therewith have been paid and received in full and final settlement of all liabilities arising under the Indemnity.

6. Shall be governed by and construed in accordance with the law governing the Indemnity and the Bank agrees to submit to the jurisdiction of the court stated within the Indemnity.

It should be understood that, where appropriate, the Bank will only produce and deliver to you all original bills of lading should the same come into the Bank's possession, but the Bank agrees that, in that event, it shall do so.

The Bank agrees to promptly notify you in the event of any change in the full details of the office to which any demand or notice is to be addressed and which is stated below and it is agreed that you shall also promptly notify the Bank in the event of any change in your address as stated above.

Please quote the Bank's Indemnity Ref ..... in all correspondence with the Bank and any demands for payment and notices hereunder.

Yours faithfully

For and on behalf of

[insert name of bank]

[insert full details of the office to which any demand or notice is to be addressed]

Signature



*List of  
Correspondents*

## ALGERIA

### Algiers

[Annaba] [Arzew] [Bejaia] [Oran] [Skikda]  
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Fax: 213 21 54 30 53 / 213 21 54 43 26  
Email: [budd.algerie@budd-pni.com](mailto:budd.algerie@budd-pni.com)

Manager | Ms. Zakia Rahali

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A.O.H Tel: 213 21 44 09 37  
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on duty mobile phone: (+54 9 11 ) 44460662

## **AUSTRALIA**

### **Australian Ship P&I**

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2106

Phone: (0)2 9979 3633 (24 Hours - 7 Days)

Fax: (0)2 9979 3522

E- Mail: [sydney@ausship.com.au](mailto:sydney@ausship.com.au)

After Hours:

James Neill: (0)2 9979 1974      Mobile: (0) 425 263 633

Drew James (0)2 9489 2015      Mobile: (0) 407 892 015

Andreas Alsterberg      Mobile: (0) 413 554 934

Simon Dunn (0)2 9997 4001      Mobile: (0) 409 973 569

Castellino: (0)2 9899 1719      Mobile: (0) 412 737 270

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Paul Goossens – email [paul.goossens@langlois.be](mailto:paul.goossens@langlois.be)

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Frank Morel – email [frank.morel@langlois.be](mailto:frank.morel@langlois.be)

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Kurt Van Coppenolle – email: [kurt.vancoppenolle@langlois.be](mailto:kurt.vancoppenolle@langlois.be)

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## **BENIN**

### **Cotonou**

Sheringham P&I Services,

c/o Compagnie d'Interventions et de Services,

Fishing Harbour Terminal Zone 3 03 BP 3622 Cotonou, Republic of Benin

Mohamed YAYA NADJO

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## **BRAZIL**

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## **BULGARIA**

### **Bourgas**

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## **CANADA**

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### **Shanghai**

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## **CROATIA**

### **Dubrovnik**

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## **CYPRUS**

### **Limassol**

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## **EGYPT**

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## **Alexandria**

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AOH

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## **Port Said**

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## **FRANCE**

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