



LOOKOUT

Navigating the complex world of P&I insurance for Japanese Members

Rising crew claims

Work-related illnesses

Philippine legal frustration

Cyber security at sea

Technology and safety

Cargo liquefaction

LNGVOY charterparty

EDITORIAL

CONTENTS

| | |
|------------------------------|-------|
| Welcome | 2-3 |
| Rising crew claims | 4-5 |
| Work-related illnesses | 6-7 |
| Philippine legal frustration | 8-9 |
| Cyber security at sea | 10-11 |
| Technology and safety | 12-13 |
| Cargo liquefaction | 14-15 |
| LNGVOY charterparty | 16-17 |
| Expertise and experience | 18-19 |



LOOKOUT

Lookout is a bi-annual newsletter from the UK P&I Club that collates the most relevant and topical content from across the Club's global network and shares it with our Japanese Members. It covers subjects such as people claims, loss prevention, defence and industry specific items.

The information in this newsletter is not legal advice and should not be relied upon as such.

Welcome



A few words from the UK P&I Club Japan Branch on the special occasion of this first edition. We are excited to bring you a flavour of some of the main industry issues the Club has been tackling, and to introduce you to some of the talented people within the Club who advise and help find innovative and creative solutions to some of the most challenging problems that our Japanese Members face on a daily basis.

The UK P&I Club Japan Branch first started its insurance business as a branch of the UK Bermuda Club in April 1989 upon receipt of its licence from the then Ministry of Finance. In 2013, we obtained a new licence from the Financial Services Agency, following the Club's restructure, and we became the Branch of the UK Europe Club. We started off with only four staff members at Marunouchi. Thanks to our Members' understanding and cooperation, we have grown to an organisation with eleven staff in total: ten in Hamamatsucho, Tokyo, and one in Imabari, where a local office was first opened in April 2016.

In conjunction with our London Head Office, we provide claims and underwriting services to our Members as well as advisory services on a wide range of technical issues, including developments in the marine industry and loss prevention. For claims, we work alongside ISS P&I Japan, the UK Club's local correspondents who have over 50 years of history and experience of serving Japanese shipowners and operators. Together, we form an effective local partnership which is able to provide rapid response to marine casualties and claims handling support to our Members.

The UK P&I Club's vision is to be the leading shipowner controlled provider of P&I insurance and other services to the international shipping community through its publications and website and we strive in all that we do to realise the Club's vision for its Members. We are very proud to be able to offer our Members its own Japanese website,

This first publication of Lookout is available in hard copy and on the Club's website, both English and Japanese, which we are very proud to be able to offer. We hope you find this publication informative and helpful. As we continue to seek to improve on the range and quality of services to our Members, we invite your comments and feedback.

Finally, we thank our Members for their continued support of the UK Club in Japan. ■

Masaki Oiwa

The Representative in Japan

ようこそ

We would like to extend a warm welcome to all of our readers to this first edition of Lookout, a bi-annual publication for the UK Club's Japanese Members.



Shipowners and operators alike have been suffering from some of the worst economic conditions the industry has ever endured following the financial crash in 2008.

Freight rates have hit record lows in certain sectors and financial returns barely cover operating costs. The economic future still looks uncertain and shipowners face no less challenging times ahead. It is hoped that market confidence will soon return as the shipping industry adjusts through rationalisation, operator consolidations, scrapping and lay-ups.

In these difficult times, our Members look for certainty and stability from their partners, and in the UK Club they can have every confidence that the Club offers support and will focus on ensuring that their interests are well represented and fully protected worldwide.

Braced to meet unforeseen challenges whenever and wherever they might arise, the Club assists its Members through its multitude of loss prevention initiatives, and to navigate the risks that give rise to claims and disrupt commercial activities.

As part of the Club's continuing initiatives, this new publication aims to share some of the Club's claims experience and flag industry issues and developments.

In this edition, we will examine the continual rise in crew illness claims and review how the Club is helping its Members meet today's challenges. Sophia Bullard, Crew Health

Programme Director and John Turner, Syndicate Manager and Senior Claims Director for the People Claims team discuss the importance of the wellbeing of crew at sea; while Tony Nicholson, Senior Claims Director and Stephen Michaels, Senior Claims Executive provide an update on recent legal developments in the Philippines.

In common with other industries, the cyber threat on shipping raises new challenges for the maritime security industry. Shipowners face the continual risk to their business and financial operations such as accounting, payments and banking. David Thompson, Investigator at UK Club's Signum Services consultancy arm, discusses the risks around cyber security and maritime payment diversion fraud.

David Nichol, one of the UK Club's Risk Assessors targets some of the contributory causes behind ship groundings and collisions, and suggests steps to ensure navigational safety.

The carriage of inherently dangerous cargoes remains a major safety concern and the issue of liquefaction of cargoes remains high on the UK Club's Loss

Prevention agenda. George Devereese, Loss Prevention Advisor, discusses the issues of liquefying cargoes.

Recent developments in the LNG industry have seen BIMCO and the International Group of Liquefied Natural Gas Importers (GIIGNL) jointly issue the first definitive voyage charter party designed for the expanding LNG spot market. Sumit Madhu, Deputy Syndicate Manager, who has been involved in the consultation and drafting process of the LNGVOY, assesses the key issues that had to be addressed, including the use of cargo as fuel; heel; boil off; and how to deal with delays.

We hope that you find something of interest in this first publication, and your feedback would be welcomed, as well as suggestions for future editions.

Finally, we are pleased to announce here first that UK P&I Club will be hosting a seminar and reception for its Members in Japan in 2017. More details to follow. ■

Paul Sessions

UK P&I Club Regional Director for Japan



Rising crew claims

Sophia Bullard, Crew Health Programme Director at UK P&I Club, looks at the causes of rising crew illness claims and what can be done to mitigate the risks.

The P&I industry is estimated to deal with claims for personal injury, illness and death totalling more than \$400 million a year. Nearly 64% of these claims are represented by crew illness claims.

The problem has become particularly acute for Japanese ship operators over the past ten years. Between 2002–2011, US\$706 million was paid or estimated for people claims at five years' development. Crew injury and illness claims accounted for US\$527,622 million (74.71%) of this. As a percentage of the Club's total paid and estimated claims, crew illness and injury claims alone constituted 31.27%, slightly more than cargo, which accounted for 27%. Crew illness claims are complex and a claim can incur substantial aggregations of costs from:

- Sickness wages
- Medical treatment
- Repatriation
- Compensation for longer-term disability

Why the increase in claims?

Serving on Japanese ships is certainly not the cause of this. Indeed, the significant increase in crew illness claims contrasts with a stable trend for injury claims among the same group of shipowners.

However, Japanese shipping has undergone fundamental changes in that period, one of which has been the internationalisation of their operational control and establishment of overseas management in Asia and elsewhere.

Sourcing and selection of crew has been delegated to regional offices in countries of labour supply such as the Philippines. Japanese operators are now dependent on local crewing agencies



and clinics to scrutinise the health and fitness of seafarers for sea duty.

How can the UK Club help?

Investigations by the Club have found significant inconsistencies in standards among clinics. The medical standards applied are usually the regulatory minimum in the local country. These local examinations were insufficient to screen out the pre-existing medical conditions that would impact on a shipowner's liability. The inevitable consequence for shipowners is an exposure that can easily extend into hundreds of thousands of dollars in costs and significant interruption to operations.

The UK Club has built a network of specialist clinics in more than thirty international locations including the key seafarer recruitment centres such as the Philippines, India, Indonesia, Singapore and Thailand. These clinics have adopted an improved standard of medical examination under the Club's guidance.

Clinics are directly accountable to the Club and maintain regular contact with the Club's specialist Crew Health Team in London. All medical reports are submitted to the Crew Health Team electronically, and enable the Club to maintain a confidential database of each crew member's medical history.

The Club pays the examination fee direct to the clinic. It also stringently accredits and audits every clinic in conjunction with an independent auditor to ensure quality control.

The Crew Health Team handles the administration of the examination scheme and provides useful reports and insight into the quality of seafarer recruitment. Members currently using the scheme range from tanker and dry bulk operators through to major cruise lines. ■

More information on the Crew Health programme in Japan is available in the Club's specialist 'Crew Health in Japan' brochure.

CREW MATTERS

| PEME EXAMINATION CONTENT COMPARISON | | | |
|--|---------------------------------|------------------|---------------------------|
| | Philippines DOH AO 2013-0006 | UK P&I Club | Notes / Illness screened |
| Complete physical examination and medical history | Yes | Yes | Physical appearance |
| Visual acuity (far and near vision) | Yes | Yes | Eyesight |
| Ishihara | Yes | Yes | Colour blindness |
| Audiometry | Yes | Yes | Physical Exam only |
| ECG* | Yes | Yes | Heart function |
| Dental examination** | Yes | Yes | Physical Exam only |
| Urinalysis (10 parameters)** | Yes | Yes | Protein/sugars |
| Complete blood count and blood typing | Yes | Yes | Blood count/type |
| Chest X-ray (digital)* | Yes | Yes | Chest X-ray / TB |
| TPHA | Yes | Yes | Sexual health |
| Fecalysis for food handlers | Yes | Yes | Stool analysis parasites |
| Serum pregnancy test for female applicants | Yes | No | |
| Hepatitis A/B/C | No | Yes | Hepatitis A B or C |
| HIV | No | Yes [#] | AIDS/HIV |
| Psychological examination | No | Yes | |
| DAAT – 5 | No | Yes | Drug and alcohol presence |
| PFT | No | Yes | Lung function |
| Blood chemistry | No | Yes | Major organ function |
| FBS | No | Yes | Diabetes |
| Cholesterol/triglycerides | No | Yes | High cholesterol |
| SGPT | No | Yes | Liver/kidney function |
| SGOT | No | Yes | Liver/kidney function |
| Bilirubin | No | Yes | Kidney disease |
| Alkaline phosphatase | No | Yes | Liver disease |
| BUN | No | Yes | Liver/kidney function |
| Creatinine | No | Yes | Kidney disease |

* Additional item for testing or further referral, if clinically indicated

** Urine test for albumin, glucose and blood only performed

Where permitted by law

Reducing the risk of work-related illnesses

John Turner, Syndicate Manager for the People Claims team at the UK P&I Club, looks at one element of crew illness claims – work-related illnesses.



The International Chamber of Shipping reports that there are currently around 1.2 million seafarers actively serving on ships in the world merchant fleet. Given the financial exposure that crew claims pose for Members, work-related illness should be an area in which Members are clear on their liabilities and aware of actions to take to mitigate their exposure.

What is work-related illness?

There is no uniform definition for work-related illness worldwide, meaning jurisdictional interpretations have to be examined. The International Labour Organisation (ILO) uses definitions for work-related illness set out in the 2002 Protocol to the Occupational Safety and Health Convention 1981, and the ILO Employment Injury Benefits Recommendation, 1964 (neither of which apply to the maritime sector).

These require a causal relationship between exposure in a specific working environment/activity and the illness in question.

The POEA-SEC

According to the Philippines Overseas Employment Agency (POEA), 401,826 Filipino sea-based workers were deployed in 2014. All of these workers were deployed under POEA standard employment agreements (POEA-SEC). As one of the most widely-used contracts, examining its provisions relating to work-related illness is a very useful point of reference.

Unlike most other employment contracts or Collective Bargaining Agreements (CBAs), the POEA SEC provides detailed guidance on what constitutes a work-related illness. Section 32A offers a comprehensive list, ranging from infections, such as

tuberculosis, to peptic ulcers and hypertension. At first glance, this list is very wide ranging, however, in order for an illness to be deemed work-related under the POEA-SEC, certain conditions must be met. These are:

1. The seafarer's work must involve the risks described in the POEA-SEC for that illness. Cardio-vascular events, such as heart attacks (that are not linked to pre-existing heart diseases) are considered work-related, provided that the seafarer was exposed to severe strain 24 hours prior to the attack.
2. The illness was contracted as a result of the seafarer's exposure to the described risks. For example, if a seafarer is known to be hypertensive or diabetic, has failed to take his medication or comply with doctor recommended lifestyle changes, and suffers a heart attack as a result, this will not be deemed to be work-related.
3. The illness was contracted within a period of exposure and under such other factors necessary to contract it. This would usually be determined by a medical expert referring to data on the subject and the seafarer's service history.
4. There was no notorious negligence on the part of the seafarer. In accordance with Section 20 (D) of the POEA SEC, illness or injury resulting from the seafarer's own wilful act is not compensable. For example, if a seafarer is tasked with cleaning a hold and fails to wear the appropriate facemask, despite this being available onboard with procedure dictating that it must be worn. If the seafarer subsequently develops a respiratory condition,

which could have been avoided if he had complied with the safety requirements, meaning that his negligence has contributed to his illness. The burden of proof for this would lie with the shipowner.

If any of these conditions are not met, then the Member should have an adequate defence against a work-related illness claim. Additionally, the POEA also provides for defences if a crew member knowingly conceals any pre-existing illnesses.

Although the Philippines as a jurisdiction can prove challenging, the POEA-SEC is more detailed than many other employment contracts and CBAs.

Jurisdictional challenges

Particular challenges are faced when contracts make reference to work-related illness yet provide no definition. Where contracts are silent on definitions of work-related illness, it is often left to national law to clarify the situation. This can result in liberal interpretations of what can be considered work-related.

In certain jurisdictions, such as Turkey

and Korea, the Club has seen the view taken that any illness that manifests itself onboard is considered work-related, thereby entitling the crew member to contractual benefits. By way of example, the Club has seen a case of Guillain-Barre Syndrome, a condition of the peripheral nervous system with an unknown cause, result in full disability benefits under the employment contract.

A similar problem is encountered under Greek law, where many illnesses, especially those that are stress-related, are considered to be "accidents" and therefore compensable under Law 551/1915. This is especially likely to be the case where there has been a failure to provide prompt treatment, often through no fault of the Member, but due to the remote location of the ship at the time of the incident.

How can Members mitigate their claims exposure?

There are practical steps a Member can take in order to mitigate their exposure for these types of claims.

The Pre-Employment Medical Examination (PEME) is a key element.

All seafarers must undergo a PEME screening in advance of joining a ship; however, the quality of these medical examinations varies greatly. Depending on the flag state, minimal information may be required, and the likelihood of detection of problems is limited. Requiring more detailed PEMEs will likely highlight risk factors and pre-existing conditions, such as hypertension and diabetes.

Whilst these pre-existing conditions do not necessarily exclude someone from sea service, knowledge of them does give the Member the opportunity to remind the seafarer to comply with the recommended medication regime and lifestyle changes. It should, however, be made clear that the onus to comply with medical recommendations is on the seafarer, not on the Member.

UK P&I Club has run a successful enhanced PEME programme since 1996 and, to date, has screened more than 340,000 seafarers.

To mitigate the impact of claims, Members should make use of the Club's services as often as is required. In particular, they should:

- Get the Club involved early on. Do not wait until a claim has turned legal or the crew member is approaching the end of his/her contractual entitlements
- Be aware that the People Claims team is on hand to provide advice at any stage of a claim. Even if a claim looks likely to be below the applicable deductible, the Club is able to offer assistance
- Remember that the decisions taken at the outset of a case are likely to impact on how the claim is ultimately resolved. Early action can make a huge difference
- Ensure you have investigated the claim as fully as possible. This is especially important in the event of work-related illness. Provide the Club with any past PEMEs and any history of past medical repatriation. There may be contractual defences available, for example, on the grounds of concealment. ■



Frustrations within the Philippine legal system

About a third of the world's 1.2 million seafarers are Filipinos, so developments in Philippine employment laws are of key importance to shipowners. UK Club Senior Claims Director **Tony Nicholson**, who also chairs the Philippine working group of the International Group of P&I Clubs' personal injury subcommittee, and Senior Claims Executive **Stephen Michaels** provide an update.

Filipino seafarers make an immense contribution to the world's ocean-going merchant shipping fleet and their home country, contributing around US\$6 billion a year to the Philippine economy. Unfortunately, this is somewhat overshadowed by continuing frustrations within the Philippine legal system.

The frustrations are primarily due to a relatively small number of seafarers who, aided by 'ambulance-chasing' lawyers, succeed with spurious arbitration claims against employers before the National Labor Relations Commission and National Conciliation and Mediation Board.

Furthermore, due to a quirk in the Philippine legal system, arbitration awards must be paid by employers, regardless of whether they wish to contest them. Over the past eight years, more than 250 arbitration decisions have been successfully appealed by employers. However, and perhaps not surprisingly, very little of the £18 million they have unjustly paid out has yet to be recovered.

Fortunately, things are beginning to change – starting with new legislation against "ambulance-chasing" lawyers.

Seafarers' Protection Act

Generous no-fault contractual obligations have long been available to Filipino seafarers under the terms of either the Philippine Overseas Employment Administration standard employment agreement or a collective bargaining agreement. However, seafarers and their families are being exploited by a growing number of claimant lawyers charging fees up to 60% of the award value. Many of these lawyers rely on 'runners', some of whom are ex-seafarers themselves, to find potential clients – often by targeting relatives visiting a seafarer in hospital.



If seafarers are encouraged to pursue a claim in arbitration, they potentially prejudiced their entitlement to contractual benefits. For example, a recent Supreme Court decision in a claim handled by the UK P&I Club, again made it clear that failure to follow the advice of an employer's doctor regarding treatment results in non-entitlement to disability benefits.

While Philippine arbitration bodies often resolve cases in a manner employers find frustrating, they never award more than the maximum contractual benefit available.

Unfortunately, some claimant lawyers have persuaded seafarers or their families that more money was available – but this only led to claimants receiving less than their contractual entitlement after the lawyers took a significant proportion of what would have been paid in any event.

The new Seafarers' Protection Act (Republic Act No. 10706) is designed to protect Filipino seafarers and their families from the unscrupulous practices of such lawyers. Sponsored by the maritime political party Angkla, it finally came into force on 21 May 2016.

Under the new law, any individual or group, whether lawyers or not, found to be soliciting directly or via agents, will be imprisoned for 1–2 years and/or fined PHP50,000–100,000 (approximately US\$1–2,000). In addition, legal fees are now capped at 10% of the total amount awarded.

The Escrow alternative

In addition to the new ambulance-chasing legislation, steps are also being taken to put an end to problem of enforced payment of arbitration awards – referred to as 'garnishment' – in the event the employer wishes to appeal. The UK P&I Club has been leading the International Group of P&I Clubs' efforts over recent years to resolve this.

Current practice is that when an arbitration body makes its final and executory decision on a claim, it issues a 'writ of execution'. This can be

enforced against the assets and bank accounts of the employer's manning agent as well as a letter of undertaking from the employer's P&I club, regardless of whether an appeal is intended.

The International Group has recorded 252 cases over the past eight years, in which arbitration awards totalling £18 million have been overturned or modified in favour of the employer by the Court of Appeals or Supreme Court. Less than US\$40,000 has so far been recovered through the process of restitution. If the recent pattern of awards and appeals continues, the total to be recovered could reach over US\$40 million within the next five years.

In 2013, the International Group formally proposed an alternative Escrow system to replace the garnishment process. When an employer wishes to dispute an arbitration decision, the judgement amount would be deposited in an Escrow account pending the decision of a higher court. This would also leave the door open to an amicable settlement being agreed at any time during the pendency of the case before the higher court. Legal title to the money in the Escrow account would rest with the employer but the claimant would hold beneficial title.

The proposal supports what is already strongly encouraged within the Philippine legal system, namely conciliation and mediation and active higher courts, and it has gained significant support locally and internationally. In February 2015, Angkla filed a bill to introduce the Escrow proposal via changes to the Labour Code of the Philippines. A decision is still pending.

Impartiality of the National Conciliation and Mediation Board

In the meantime, there are growing concerns about the pro-labour bias of the National Conciliation and Mediation Board, which is now handling many more maritime personal injury claims following changes to the Migrant Workers and Overseas Filipinos Act.

Under the 2010 amendments to the Act, overseas Filipino workers with collective bargaining agreements are required to submit their claims to voluntary arbitration – which means bringing them before the National Conciliation and Mediation Board.

A review of 178 cases before the board up to 2012 found that only two of 64 cases resolved by the board resulted in favourable decisions for employers (3.13%). Fortunately, the more impartial National Labor Relations Commission retains jurisdiction in cases where the complainant has chosen not to implement the grievance procedure provided for within the collective bargaining agreement.

Conclusions

The new Seafarers' Protection Act means Filipino seafarers and their families are now protected from losing up to 60% of their contractual compensation entitlements to the unscrupulous practices of 'ambulance-chasing' lawyers. The new law should also reduce the number of spurious claims being encouraged by such lawyers.

However, given the lack of impartiality of the arbitration bodies, particularly the National Conciliation and Mediation Board, and the rising number of maritime cases being referred to them, it seems likely that the quantifiable damage suffered by employers will continue to rise. The quantifiable damage noted is only the "tip of the iceberg" given the significant and unquantifiable damage suffered through settlements concluded under duress, which results in the case pending before the higher courts being withdrawn.

The significant frustrations felt by employers, and the damage suffered as a consequence, will only be overcome if the Escrow proposal is adopted and enacted into law. The Escrow solution aligns with former President Benigno Aquino's policy to reform employment arbitration and adjudication, to strengthen integrity and fairness in the system, and to eliminate the perception of corruption. ■

Cyber security at sea

David Thompson, Investigator at UK P&I Club's Signum Services consultancy arm, discusses the risks around cyber security and maritime payment diversion fraud.

There is concern in the maritime world about the possibility of criminals or terrorists using a virtual attack through cyberspace to seize control of a ship, and either steal it, hold it for ransom or even use it as a weapon of deadly intent. Currently, the biggest task is how to combat the huge increase in internet enabled fraud.

'Cybercrime' is a catch all term that encompasses a myriad of different offences such as identity theft, hacking, blackmail, copyright infringement and the trade in illicit goods. There are several distinct groups at play in the cybercrime arena. From the computer whiz kid who breaks into the secure NASA system from his bedroom to 'Hacktivists' groups such as 'Anonymous' who break into websites to achieve a political aim, and, of course, nation states engaging in high level industrial espionage. Organised crime has found its home on the 'dark net' where criminals can anonymously trade in illegal goods using the 'Bitcoin' crypto currency, and buy guns, drugs and counterfeit currency with relative ease.

Unfortunately, the maritime industry is a particularly attractive target for fraudsters because of the global nature of the business and the numbers of people involved. In any one single shipment of cargo there are multiple players and often many legal jurisdictions covered. Face to face dealings are not possible and consequently, documents and email correspondence must be relied upon. Web-based platforms facilitate easier trading, and electronic bills of lading interface with compatible systems. Ports have become personnel-free zones where computers dictate what is to be loaded or discharged, and in the future, we can expect to see autonomous ships operated remotely without a single crew member.

It is fair to say that cybercrime is the biggest criminal threat in the world today, and Lloyds of London recently

estimated that cyber-attacks cost business as much as US\$400bn per year. Anecdotally, it is suggested that profits from cybercrime in Europe now exceed the earnings from the trafficking of every type of drug combined.

Payment diversion fraud

Signum Services see more reports of payment diversion fraud than any other type. Typically, a ship manager or owner will arrange for their ship to call at a particular port, and contract with a ship's agent for supplies. Everything will go to plan and the agent will subsequently email the payment mandate or invoice to the management company. The bank information will be included in the email – name, account number, swift code, etc.

At this point, the criminal fraudster intervenes. They will have done their research and prepared the ground, bank accounts will have been opened and waiting, bogus email addresses will have been created. The false email will look almost identical to the genuine one, with often only the odd letter having been changed.

The criminal will have already hacked the network of the agent or the management company (at either end), and will be monitoring the email traffic.

A short time after the genuine email is sent, the fraudster sends a second one, under the guise of being the agent and claiming that there is a problem with their bank account. They will request that the funds be paid into their subsidiary account and include the bank details.

The genuine email will have been copied and so the layout and terminology will look identical. The unsuspecting operative at the management company will not notice anything untoward and pay the money as requested into the fraudster's bank account, from where it will be immediately transferred on through a network of further accounts.

A week or two later, the agent will question what happened to the money owed, and the fraud will become known. In most cases, attempts to recover the funds fail because they have already gone from the account and the banks refuse to supply details of the account holders.



CRIME PREVENTION



These are very difficult cases to deal with. Often the criminal will have bank accounts in various countries around the globe. These are cunning individuals who have in-depth knowledge about their subject, and who spend time engaged in research on methods and targets to prepare ahead of committing the fraud.

Fraudsters can open bank accounts in several ways, and there is a wealth of information on the 'dark web' advising criminals on how to do this. Sometimes corrupt employees are recruited by organised crime gangs to open accounts using fake identification. Even honest bank staff may be unable to carry out checks of identification from overseas, because they simply do not know what to look for. For example, a UK employee is likely to spot a forged UK passport, but may struggle with a Romanian one.

This type of crime is easier to commit because there is no need for fraudsters to go through the process of opening an account. It is easy to obtain or make a utility bill, or to intercept one in the post. Once the criminal has stolen enough information about a person's identity and financial affairs, he is able to take over their account or to impersonate them. The fraudster will gain access to his or her account after getting through security online, at a bank branch or call centre, or by teaming up with someone inside the organisation that holds the account. One recent case involved a Romanian

based shipping agency who were duped into paying several thousand pounds to a bank in Birmingham, UK. Signum investigators liaised with contacts in the bank's fraud prevention department, and were able to discover some background information concerning the account. CCTV showing one of the culprits making a number of substantial withdrawals was obtained. Using 'Open Source Intelligence', Signum was able to construct a clear picture of those involved, including photographs and employment information. A package of evidence was collated and submitted to the police. This resulted in several arrests and the unearthing of a UK-wide organised crime network dedicated to online fraud. A number of prosecutions are currently ongoing in relation to this and associated crimes.

Protection in cyberspace?

Cyberspace is a rapidly changing environment and all organisations work differently, hence, guidance to reduce or mitigate risk must be broad. Companies and individuals should take a holistic approach to security that can respond to evolving risks.

Information technology and operational technology onboard ships are being networked together – and more frequently, connected to the worldwide web. This brings the greater risk of unauthorised access or malicious attacks to the ship's systems and networks.

Additional risks occur from personal communication devices having access to the systems onboard, for example, by introducing viruses via smartphones, etc. The safety, environmental and commercial consequences of not being prepared for a cyber-incident are significant. The culture of cyber security will be company (and ship) specific, but should be guided by appropriate standards and the requirements of relevant national regulations.

In many ways, the safeguards required for effective maritime cyber risk management are no different to those that should be followed in all instances. Up-to-date IT security is essential, but in reality, it's people who are the problem. The HM Government Information Security Breach survey indicated that in 2015, 75% of large organisations suffered staff related security breaches, and that 50% of the worst breaches were human error. Therefore, encouraging a culture of awareness throughout all organisations is essential.

Educate

Tell staff about fraud and how it can occur.

Be Aware

Be vigilant and avoid complacency. Don't be paranoid, but always be suspicious, and have the potential for fraud at the forefront of your mind. Make sure you check out new customers or suppliers. If someone contradicts an instruction about payment, then ask questions.

Protect

Ensure computer software and security is up-to-date. Don't give out personal details, and definitely don't give personal financial information over the telephone. Be candid on social media. Always ensure passwords are strong and changed on a regular basis.

Organised crime has moved 'online' and criminals know that there are huge profits to be made with very little chance of being caught.

In the cyber world, the mantra is definitely '**Prevention Is Better Than Cure**'. ■

Technology alone will not ensure safety at sea

Ship groundings and collisions still occur with depressing regularity, and are often attributed to errors in navigation. UK P&I Club Risk Assessor, **David Nichol**, highlights some of the contributory factors and suggests steps to ensure navigational safety.



A modern ship's navigational bridge, with its integrated consoles, displays, state of the art technology and comfortable armchairs is very different from the equipment that was available in the 1970s. Yet accidents continue to occur despite the subsequent advances in navigational equipment design and technology, as well as the statutory introduction of uniform minimum standards of ship management, and seafarer training and education.

It is notable that these accidents involve ships operated by long-established quality shipping companies. Apart from the disastrous effects of any loss of life and pollution, these casualties can prove to be financially burdensome, both to the shipowners directly concerned and the wider shipping community by way of increased insurance premiums. High profile casualties also have a damaging effect upon the public perception of a marine industry, which has, over the years, made real progress in improving the safety of marine transport and reducing its impact upon the marine environment.

Keeping a proper lookout

Failure to maintain a suitable lookout is often cited in marine casualty reports. The basic principles of keeping a safe navigational watch, as enshrined in the International Convention for the Safety of Life at Sea (SOLAS) and the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers (STCW) have not changed following the now universal carriage of GPS and the well advanced mandatory introduction of Electronic Chart Display and Information Systems (ECDIS) on sea going ships. Fundamentally, a proper lookout must still be kept by sight and hearing, as well as by all available means appropriate to the prevailing circumstances and conditions. Similarly, the essential role of radar as an individual aid to navigation and a collision avoidance tool remains as important as ever.

Keeping a proper lookout and using all available aids to navigation will assist the officer of the watch (OOW) in

acquiring an appreciation of the current and expected navigational situation, the proximity of navigational hazards and risk of collision, often referred to as situational awareness. Although there are numerous available definitions, situational awareness basically means knowing what is going on around the ship, enhancing the ability of the OOW to quickly recognise any ambiguities that develop in the navigational situation, and to take necessary corrective action before a hazardous situation develops.

The impact of technology

GPS is an invaluable aid to navigation that has taken a lot of the guesswork out of establishing a ship's position on deep sea ocean passages and offshore areas. However, the exclusive use of GPS in coastal or confined waters may not be appropriate, and is often a contributory factor in ship groundings. In these circumstances, full use of radar ranges and bearings, visual bearings and transits should also be used as a primary means of fixing the ship's position.

The advantage of cross checking the position using these alternative methods is that it will give the OOW a better situational awareness and sense of orientation of where the ship is located relative to the topography of the coastline and the proximity of hazards. GPS is not infallible. The OOW should be aware of the equipment's limitations and potential for signal degradation, interference from external sources, as well as the possibility of differences existing between the GPS data and the data of the chart in use, causing plotted positions to be discrepant. GPS should

be regarded as an aid to navigation, not a single means of navigation.

ECDIS has now largely superseded traditional paper navigational charts that have served navigators for centuries. Essentially, it is able to display on a monitor selected electronic navigational charts, having similar visual characteristics to a paper chart but with additional functions, including the ability to automatically display the ship's GPS-derived position and to overlay or superimpose information from other inputs such as radar and AIS (Automatic Identification System). In properly trained hands, ECDIS should make a valuable contribution to safer navigation and assist in reducing the workload as compared to use of a paper chart.

Unfortunately, inadequate training, a rushed transition period over to the new system and variations in the quality of some of the equipment on the market mean that ECDIS is not always being used properly or to its full potential. An inability to properly configure the ECDIS or any lack of confidence the OOW has in the equipment is potentially dangerous.

In particular, continuously overlaying the display with radar imagery, AIS and other navigational input may clutter the display and cause the OOW difficulty in processing or assimilating information. Too much information can be as dangerous as too little, and it is important for the operator to maintain the distinct functions of the chart, radar and other aids to navigation.

Alternatively, the apparent technological competence of ECDIS can lull the unwary navigator into a false sense of security and engender overconfidence in its abilities. For example, it is not unusual to find that navigating officers have neglected to plot the ship's position on the ECDIS using alternative GPS independent methods. Such uncritical acceptance of the displayed ECDIS own ship's position is not only dangerous, but constitutes a potential breach of SOLAS and STCW requirements.

Engagement and motivation of crew

When ships are engaged on regular liner services, a particular problem emerges where familiarity and low levels of stimulation may induce boredom and foster a lack of attention to detail in performing required navigational duties, which in other circumstances would not be neglected. This can erode the ability of an OOW to recognise or react to a changing situation. Complacency can also affect the master, who may fail to appreciate the need to adapt standing orders to suit the prevailing conditions or whose own judgement may be impaired by repetitive performance of tasks.

Accidents have occurred in circumstances where the presence of the Master on the bridge has resulted in confusion as to who has assumed responsibility for the navigation of the ship. The guiding principle is that the OOW must continue to execute his duties normally until such time as the Master positively declares that he has the conn (i.e., control of the engines and rudder).

It is only at that time that the OOW moves into a supportive role. Where there is an effective system of bridge resource management in place, junior officers should have the confidence to express any doubts as to the decision making or actions of more senior ranks without the fear of being reprimanded. However, with multinational crews on board ships being the norm, cultural as well as linguistic barriers to questioning authority may have to be overcome.

Mobile phones have had a mostly beneficial influence on the ability of seafarers to keep in closer contact with their families, not to mention the operational advantage of managers, ship agents, etc. being able to communicate directly with the Master. However, inappropriate use of mobile phones can distract the attention of the master, pilot and watch keepers at critical moments and may also have an adverse effect upon sensitive navigational equipment.

Use of mobile phones by persons on duty should therefore be prohibited or

carefully controlled. Playing music on the bridge or the use of iPods or similar personal devices has also been known to distract the attention of watch keepers and inhibit their ability to keep a fully effective lookout. Performance of any other duties not essential to keeping a safe navigational watch should be kept to a minimum and any other tasks should not compromise the core duties of the OOW.

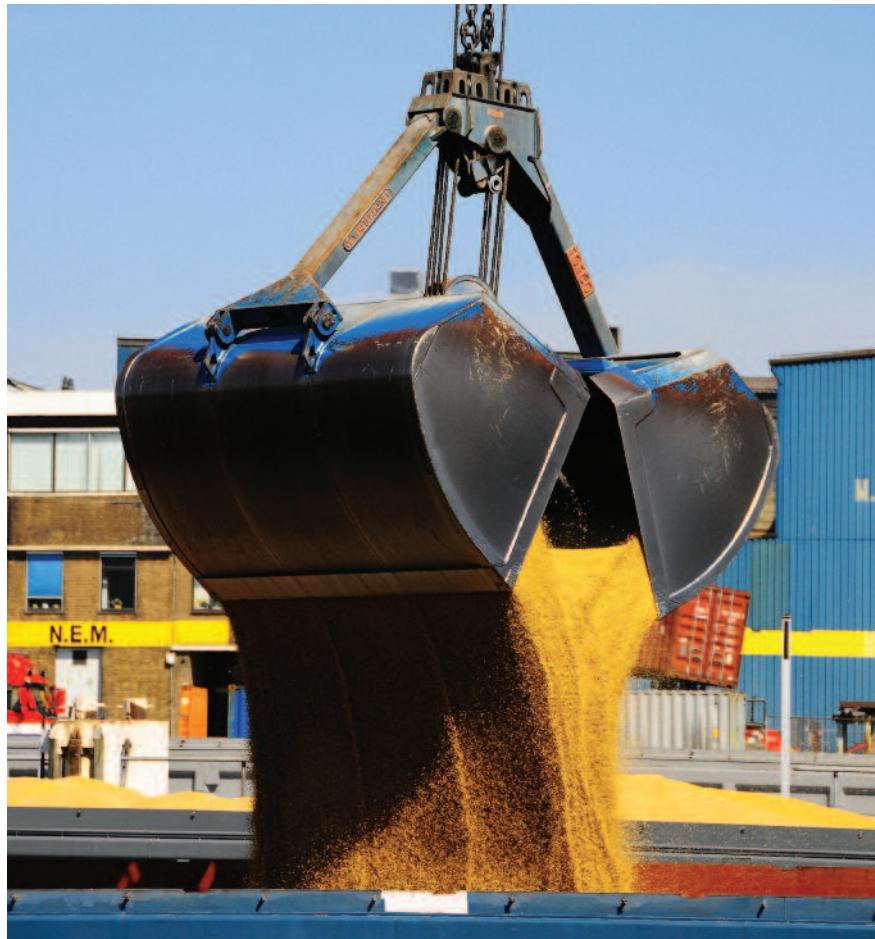
A fatigued or overworked watch keeper will eventually make mistakes or fall asleep on duty, with potentially serious consequences. The bridge navigational watch alarm system (BNWAS) is not there for continuously prodding an insufficiently rested watch keeper awake. Whilst the inherently unpredictable nature of ship and port operations can disrupt planned periods of duty, commercial considerations cannot be used as an excuse for breaches of STCW requirements governing periods of work and rest. Where practical compliance with STCW is not possible due to the demands of the trading pattern of the ship, additional crew should be engaged as appropriate.

There have been instances where masters, under real or perceived pressure to arrive at a port in time to make a tide or preserve the ship's itinerary, have taken unacceptable risks by cutting corners or not proceeding at a safe speed in areas of high traffic density or restricted visibility. It is therefore imperative that it is made clear to ship's masters that the overriding priority is the safe navigation of the ship, not commercial expediency.

Technological progress has produced numerous benefits to seamen and should be embraced. However, there are many aspects of navigating the seas and oceans that remain constant. The sea is just as hostile an environment as it ever was and the challenge of safely navigating a ship to its destination cannot yet be overcome by the application of technology alone. That still requires the presence of intelligent, well educated, motivated and properly trained people with a solid grounding in the principles of good seamanship and traditional seafaring skills. ■

Tackling cargo liquefaction

George Devereese, Loss Prevention Advisor at UK P&I Club, looks at the dangers of cargo liquefaction and the steps Members can take to mitigate the risk.



Carrying solid bulk cargoes involves serious risk, which must be managed carefully to safeguard the crew and the ship. These risks include reduced ship stability (even capsizing) due to cargo liquefaction; fire or explosion due to chemical hazard; and damage to ship structures due to poor loading procedures.

The UK P&I Club in conjunction with INTERCARGO has produced a new pocket guide named "Carrying solid bulk cargoes safely" to address the dangers of carrying bulk cargo and the main legislation covering the safe carriage of bulk cargo, namely the International Maritime Solid Bulk Cargo (IMSBC) Code.

A, B or C?

The IMSBC Code classifies cargo into Group A, B and C cargoes.

Group A Cargo: cargo that may liquefy if shipped at a moisture content in excess of its transportable moisture limit (TML), such as mineral ores and mineral concentrates

Group B Cargo: cargo that may possess chemical hazards

Group C Cargo: cargo that is neither liable to liquefy nor does it possess chemical hazards.

Group C cargoes have been known to exhibit Group A cargo characteristics – especially when wet. Nickel ore, iron

ore fines and bauxite for instance, have all exhibited liquefaction properties despite being originally unclassified or listed as Group C cargoes. Under the new revision of the IMSBC Code these cargos will now be reclassified as Group A cargoes. The new revision of the code comes into force as of 1 Jan 2017.

What can be done to prevent liquefaction?

Sampling and testing

The TML test of any cargo to be loaded should be conducted within six months to the date of loading for homogenous material where no change in physical characteristics would be expected. Moisture Content (MC) testing and sampling should not be carried out more than seven days prior to the date of loading. These timings are the mandatory intervals between sampling and loading and must be strictly adhered to. If it has rained during these periods, further re-sampling/testing is required.

However, there are no mandatory procedures for carrying out TML tests. The IMSBC Code details a number of tests to obtain the flow meter point (FMP) of a cargo, dependant on its characteristics as described in Appendix 2, from which the TML is calculated as a percentage of FMP. Furthermore, the most widely used method for determining FMP, the flow table test, is not always suitable.

How are these issues addressed?

Section 4 of the Code states that:

- Signed certificates of TML and MC must be issued by an entity recognised by the Competent Authority (CA) who is to be independent from the shipper.
- The shipper should facilitate access to the stockpiles for sampling and inspection of the cargo including access to the full depth of the stockpile.

BULK MATTERS

Section 4 of the Code also provides an example of the cargo declaration form which should be provided to the shipper so full details of the cargo are known.

Precautionary measures pre-loadingloading

Potential disasters could be prevented if the risks associated with transporting mineral ores and concentrates are properly appreciated and mitigated. The lack of understanding of the problem by the parties involved, and incorrect or inconsistent implementation of the IMSBC Code in load ports, has contributed to significant loss of life in the past.

Follow these steps when carrying Group A cargoes to reduce the risk of liquefaction:

- Ensure the shipper has supplied the required cargo information, including the TML and the actual moisture content in advance of loading
- Carefully check shipper's cargo declaration and stated moisture content
- Consider appointing a surveyor in advance of loading, to check the stockpile, take samples and arrange tests prior to loading
- Obtain access to lab testing, if possible
- Only accept the cargo if the actual moisture content is less than its TML
- Carry out visual monitoring during loading. If there are any indications of high moisture content (surface water, cargo splatter on bulkheads and so on), stop loading and seek further advice
- Consider trimming the cargo to reduce the likelihood of cargo shift as required by the IMSBC Code (that is, when there is a risk of a wet base developing)
- Take measures to prevent water or other liquids entering the cargo space during loading (and throughout the voyage) e.g. hatch cover tightness
- Conduct can tests of samples at regular intervals at loading.

However, Members should be aware that a negative can test result does not necessarily mean the cargo is safe for

shipment as stipulated in s.8.4.2 IMSBC Code Amendment 02-13 which states: 'If samples remain dry following a can test, the moisture content of the material may still exceed the Transportable Moisture Limit'

As such, it is recommended that if the can test fails or there is a suspected failure, Members should:

- i. Stop loading;
- ii. Issue a Letter of Protest; and
- iii. Seek further advice from P&I Club. May require surveyor/reputable cargo expert involvement and further lab testing.

Precautionary measures during the voyage

Even when Members are satisfied of the condition of the cargo having been loaded, it is still recommended that the following measures are taken in order to minimise any potential liquefaction during the voyage:

- Regular visual checks of the cargo surface to check for accumulation of free water in the cargo. This should only be done if it is safe to enter the hold as mineral concentrates will deplete oxygen levels
- Daily cargo hold bilge soundings
- Ventilation of cargo, as and when appropriate (depending on what cargo and what is advised in the IMSBC Schedule).

However, regular visual cargo surface inspections may not provide a true representation of the cargo condition. In addition, if there is free water, though the cargo might be expected to drain, it can hold the moisture towards the bottom of the hold and develop a wet base.

If when following the above steps the cargo appears to be liquefying during the voyage, Members are recommended to:

- i. Contact the P&I Club;
- ii. Contact nearest Coastal State Authority;
- iii. Consider calling at the nearest port or place of refuge;

- iv. Master to consider taking measures to reduce ship's vibration/motion;
- v. Consider whether it is possible to discharge or dry out the cargo (this can, however, take months and lead to a possible hire dispute); and
- vi. Consider the use of third party cargo stabilisation specialists.

Where next?

Ship masters should ensure that they are fully satisfied with the condition of the cargo prior to accepting it for loading, and that all conditions as per the IMSBC Code are duly met at all times. Members should be aware that it is not the role of the Club to formalise a standard for approved or rejected cargoes. It is the Members' responsibility to comply with their obligations under the IMSBC Code and to also take any necessary measures to ensure the safe carriage of the cargo.

As such, Members should remain extra vigilant when loading any cargo that is susceptible to liquefaction, paying particular attention to any possible inaccurate cargo declarations and moisture content certificates. Given the potentially disastrous ramifications of loading a liquefied cargo, if in doubt, do not load it. ■



The UK P&I Club's Loss Prevention section of the website contains further information on cargo liquefaction and the revision of the IMSBC Code along with videos on the can test method at www.ukpandi.com/loss-prevention/article/can-test-can-save-lives-135594/. This should be Member's first port of call for further information, failing that, they may contact the Loss Prevention Department at lossprevention.ukclub@thomasmiller.com.

LNG spot market – LNGVOY charterparty

Sumit Madhu, Deputy Syndicate Manager, who has been involved in the consultation and drafting process of the LNGVOY issued jointly by BIMCO and GIIGNL, assesses the key issues that had to be addressed.

Until now, single voyages for LNG cargoes have been fixed on trip time charter terms, but the LNGVOY form will allow owners and charterers to fix on voyage charter terms. In this article, we look at the key provisions of the new voyage charter form, as well as some of the corresponding provisions in ShellLNGtime1.

Voyage charter v. trip time charter: allocating risk for delay

One of the most fundamental differences between voyage and trip time charter parties is how the risk of delay to the voyage is shared. Under a voyage charter, the charterer pays freight, and his costs are generally fixed – the owner takes the risk of delays, except those that lead to demurrage being incurred at the ports of loading or discharge. However, under a time charter, the charterer pays hire until the ship is redelivered, taking the risk of delays unless he is entitled to make a deduction from hire (for off-hire or other reasons).

The relative certainty of voyage costs is an important reason for charterers to prefer a voyage charter. In principle, as far as delays to the ship are concerned, the risk for the owner under LNGVOY is similar to any other voyage charter. However, for LNG there is an additional and important factor – the risk of delay to the cargo. Since LNG is constantly boiling-off, a delay to the voyage means a reduced volume of cargo for delivery at the discharge port (unless the ship can reliquify boil-off gas).

A voyage charter for LNG cargo must therefore address how the risk of boil-off during delays is shared. The



starting point is that under LNG time charter parties, owners have already agreed to bear the risk of boil-off for some types of delay (i.e. when the ship is off-hire). It is therefore not a new step for owners to accept the risk of boil-off during delays, but rather a question of how far this should go under a voyage charter, where greater risk for delay is assumed by the owner.

Under LNGVOY, the parties negotiate a ‘boil-off cap’ at the time of the fixture, which applies to the sea passage. The owner agrees to pay for any excess boil-off over the agreed cap (subject to some limited exceptions). For time in port, the risk of boil-off during delay is allocated based on the cause of the delay, along the lines of the laytime and demurrage exceptions.

Arrival condition

LNGVOY (clause 4) requires that on arrival at the load port, the ship’s cargo tanks are either:

- (i) cooled down and ready to load (with sufficient heel to maintain this condition for an agreed number of hours, but no more than an agreed maximum heel);
- (ii) warm under natural gas vapours; or
- (iii) warm and inerted.

These options are similar to ShellLNGtime1 (clause 5), but with the addition of an upper limit for heel in option (i).

In scenario (i), if the ship does not arrive in the required condition, or delays after arrival mean that there is not enough heel to keep the tanks ready to load, the cost of LNG and time lost is allocated according to who is responsible for this. If caused by owners’ breach, then owners pay for additional LNG and time lost loading it / cooling down is also for owners’ account; if charterers’ breach has caused this, then the LNG and time lost for cooling are for their account. If neither party is at fault, there are different provisions depending on whether the time and LNG for cooling down is needed because of the ship’s failure to arrive in the required condition, or because of delays after arrival.

In scenarios (ii) and (iii), the cost of LNG and time needed to cool down are for owners’ account.

In any case, however, it is the charterers who must arrange to supply any additional LNG (even if they do not pay for it under the charter), since this will be within charterers’ rather than owners’ control.

Heel

LNGVOY addresses three key issues in connection with heel: who owns the heel, with how much heel should the ship arrive, and how much heel can owners retain at the discharge port.

Under LNGVOY (clause 5), the heel belongs to owners at all times.

ShellLNGtime1 provides that charterers are to buy heel at delivery from owners (clause 5), heel is then treated as cargo (clause 50), and owners buy it back at redelivery (clause 5). However, in practice, for trip time charters, this is often amended so that charterers do not actually become owners of heel, but there is merely a balancing payment for the difference between the quantities on delivery and redelivery – which is similar to the approach in LNGVOY.

The quantity on arrival at the load port is dealt with in clause 4 (discussed above). As for the quantity of heel to be retained following discharge, in practice this will almost always be different to the time of loading – charterers may want to discharge as much LNG as possible, or owners may need a greater quantity of heel to reach their next loadport. LNGVOY (clause 5) therefore provides for the parties to agree at the time of fixing how much heel can be retained. This may be zero (if charterers need to heel out), or up to a maximum quantity, which owners need to declare by an agreed date during the voyage. The aim is to give flexibility where possible, taking into account that the charter is for a single voyage, and owners may not know until well into their next voyage where the next load port will be and, therefore, how much heel is needed to arrive cold and ready to load. A balancing payment is then made to account for the difference compared to the heel at commencement of loading.

Boil-off

As mentioned above, LNGVOY provides for a boil-off cap to apply during the sea passage (clause 22). The boil-off cap is negotiated at the time of fixing, and owners pay at the charter party price for any LNG lost in excess of the boil-off cap, subject to some limited exceptions (clause 22(b)). For boil-off in port (clauses

22(e) and 16), the charterer bears the risk unless boil-off is caused by the owner's breach of charter or by those exceptions to laytime and demurrage that relate to the ship or crew (breakdown, lack of certificates, crew problems, etc). There is also a daily natural boil-off warranty, as in ShellLNGtime1. This is a daily rate and relates to the physical condition of the ship, rather than boil-off caused by delay, so it is unlikely to give rise to disputes in practice.

Arrival time

The ship's arrival time at the discharge port is very important in the LNG trade, and ShellLNGtime1 contains elaborate provisions as to the consequences of delay.

The approach taken in LNGVOY (clause 17) is that the parties may (and in practice, presumably will) insert a delivery window, in which case:

- (i) owners must proceed at such speed(s) as may be required to arrive within the window, up to the service speed stated in Annex A (Gas Form B);
- (ii) if owners do not proceed at the required speed(s), then so far as this was beyond their reasonable control, owners are not liable for the reduction in speed as such; but
- (iii) owners have a separate obligation, which applies whenever natural boil-off is insufficient to arrive within the delivery window, to use fuel oil to increase speed up to whatever is required to arrive within the window. Clause 17 also provides for the possibility that charterers may agree to force boil-off to achieve this. If a speed increase is needed during the voyage, then forcing boil-off is something that owners might request if the cost of fuel oil is greater than the charterparty price for LNG. Owners would pay for the forced boil-off since it would mean exceeding the boil-off cap.
- (iv) if the ship arrives late at the discharge port because of the owner's breach of charter, laytime does not commence until the ship is in berth.

Fuel costs

Another key issue is who provides and pays for fuel. Natural boil-off gas is made

available free of charge to the owner both under ShellLNGtime1 and LNGVOY, to be used for propulsion, assuming the ship's main engine(s) can burn it. For a voyage under LNGVOY, where only natural boil-off is required, the owner will have no fuel costs for the main engine(s) and there would be no fuel component in the freight being charged.

However, what happens if the agreed delivery window means that the ship will have to proceed more quickly than can be achieved with natural boil-off? Fuel oil will need to be burned or additional boil-off will need to be forced. Under ShellLNGtime1, assuming the ship can burn both boil-off gas and fuel oil, the charterer will control what quantities of each are to be used since he owns and has paid for both the LNG and fuel oil. He may prefer one or the other for commercial / pricing reasons.

Under LNGVOY, if additional fuel is needed beyond natural boil-off, the default position is that fuel oil will be provided by the owners. Owners may not force boil-off without the charterers' consent. However, it is quite possible that at the time of fixing – depending on the relative costs of fuel oil v. forcing additional boil-off – a charterer may prefer to allow the ship to force boil-off, leading to a reduced freight cost. This can be agreed with the owner, in which case, the agreed boil-off cap would include the anticipated forced boil-off required to achieve the required speed.

In practice, owners and charterers will presumably negotiate on the basis of lumpsum figures for freight and boil-off cap, based on the required speed to arrive within the delivery window. But they will no doubt also have in mind the factors underlying this figures, including the expected voyage duration, whether the required speed means that additional fuel beyond natural boil-off will be needed, etc.

LNGVOY therefore provides owners and charterers not only with a new option for single voyages, but with considerable commercial flexibility. It is hoped that it will prove attractive to owners and charterers alike. ■

Expertise and experience

P&I claims are often complex incidents involving a range of stakeholders from valued customers and trade partners to regulatory authorities. Quick and equitable resolution is key if those relationships are to be preserved. The Club's global network of local offices enables the delivery of Club service in a Member's own language and time zone. Our team are here to help you navigate the complex world of P&I insurance.

JAPAN – TOKYO

| | | | |
|------------------|----------------------------|-----------------|-----------------------------------|
| Masaki Oiwa | Representative in Japan | +81 3 5442 6114 | masaki.owa@thomasmiller.com |
| Masato Nishizawa | General Manager | +81 3 5442 6106 | masato.nishizawa@thomasmiller.com |
| Motohiro Sugiura | Advisor | +81 3 5442 6100 | motohiro.sugiura@thomasmiller.com |
| Fumiaki Izawa | Senior Claims Executive | +81 3 5442 6101 | fumiaki.izawa@thomasmiller.com |
| Masaaki Hishiki | Claims Executive | +81 3 5442 6106 | masaaki.hishiki@thomasmiller.com |
| Yoshinari Ishii | Underwriting Advisor | +81 3 5442 6105 | yoshinari.ishii@thomasmiller.com |
| Masako Kodaki | Manager, Finance and Admin | +81 3 5442 6102 | masako.kodaki@thomasmiller.com |
| Yuzuki Aihara | Underwriting Assistant | +81 3 5442 6113 | yuzuki.aihara@thomasmiller.com |

JAPAN – IMABARI

| | | | |
|----------------|---------|-----------------|---------------------------------|
| Hironobu Bekku | Manager | +81 898 34 3586 | hironobu.bekku@thomasmiller.com |
|----------------|---------|-----------------|---------------------------------|

SINGAPORE

| | | | |
|--------------------|--------------------------------|---------------|--------------------------------|
| Yiah Soon Ng | Director | +65 6309 9681 | ys.ng@thomasmiller.com |
| Kenneth Lie | Director | +65 6309 9682 | kenneth.lie@thomasmiller.com |
| Capt Anuj Velankar | Senior Loss Prevention Advisor | +65 6309 9687 | anuj.velankar@thomasmiller.com |
| Lee Wai Pong | Regional Advisor | +65 6309 9689 | waipong.lee@thomasmiller.com |
| Luke Lane | Senior Claims Executive | +65 6309 9680 | luke.lane@thomasmiller.com |

UNDERWRITING

| | | | |
|----------------|--------------------------------|------------------|---------------------------------|
| Matthew Bayman | Underwriting Director | +44 20 7204 2076 | matthew.bayman@thomasmiller.com |
| Claire Adams | Senior Underwriting Technician | +44 20 7204 2260 | claire.adams@thomasmiller.com |

LOSS PREVENTION

| | | | |
|------------------|----------------------------------|------------------|-----------------------------------|
| Stuart Edmonston | Loss Prevention Director | +44 20 7204 2341 | stuart.edmonston@thomasmiller.com |
| Petar Modev | Senior Loss Prevention Executive | +44 20 7204 2329 | petar.modev@thomasmiller.com |
| George Devereese | Senior Loss Prevention Executive | +44 20 7204 2342 | george.devereese@thomasmiller.com |

CONTACT JAPAN

LONDON – J1

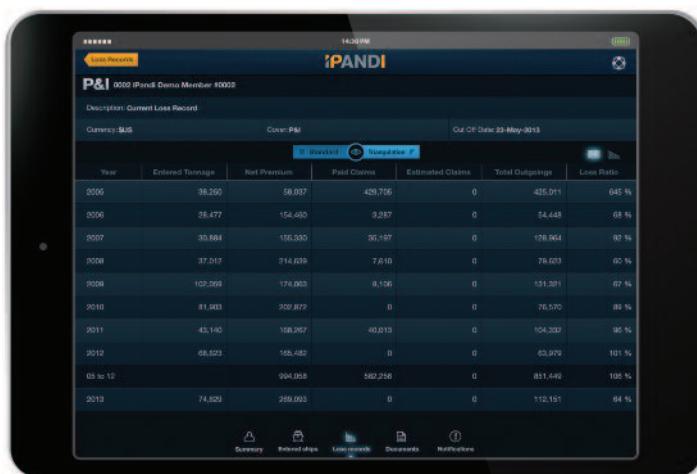
| | | | |
|----------------------------|--------------------------|------------------|--------------------------------------|
| Paul Sessions | Japan Regional Director | +44 20 7204 2211 | paul.sessions@thomasmiller.com |
| Aki Tsukui | Syndicate Manager | +44 20 7204 2136 | aki.tsukui@thomasmiller.com |
| Lance Hebert | Senior Claims Director | +44 20 7204 2490 | lance.hebert@thomasmiller.com |
| Philippa Langton | Senior Claims Executive | +44 20 7204 2524 | philippa.langton@thomasmiller.com |
| Jacqueline Tan | Senior Claims Executive | +44 20 7204 2118 | jacqueline.tan@thomasmiller.com |
| David Perks | Senior Claims Executive | +44 20 7204 2209 | david.perks@thomasmiller.com |
| Yvonne Vail | Senior Claims Executive | +44 20 7204 2501 | yvonne.vail@thomasmiller.com |
| Caroline Coutts | Claims Executive | +44 20 7204 2240 | caroline.coutts@thomasmiller.com |
| Alexander Geoghegan | Trainee Claims Executive | +44 20 7204 2409 | alexander.geoghegan@thomasmiller.com |
| Debbie Wood | Administrator | +44 20 7204 2517 | debbie.wood@thomasmiller.com |

CREW HEALTH

| | | | |
|-----------------------|--------------------|------------------|---------------------------------|
| Sophia Bullard | Programme Director | +44 20 7204 2417 | sophia.bullard@thomasmiller.com |
|-----------------------|--------------------|------------------|---------------------------------|



Access your claims and underwriting data, plus key documents, anytime, anywhere, and in real-time, with the secure iPandi app from the UK Club.



Download the app now!

The iPandi app is FREE to Members and brokers, and can be downloaded from the iTunes store – just search for ‘iPandi’.

UK Club Correspondents app

Now available on Apple, Android and Blackberry: A Correspondents app with contact details for the UK Club's worldwide correspondents network. Search by Port or Country to find your local correspondent, and unlike the printed publication, the app will always have the latest contact details and port information – ensuring that you get the right contact immediately.

Search for ‘UKPI Correspondents’ in the app store.



GLOBAL NETWORK

