



April 2012  
Issue 34

# Japan P&I Newsletter

## ジャパン P&I ニュースレター

編集:日本船主責任相互保険組合 広報委員会 〒103-0013 東京都中央区日本橋人形町2丁目15番14号 Tel:03-3662-7210 Fax:03-3662-7207

### 目次/CONTENTS

次のステップに、一緒に進みましょう 2012保険年度 契約更改のご報告と御礼／……………	P1
Going Forward to the Next Step with all Members Appreciation for the understanding and dedication of the Members of the Association, and a Report on the 2012 Policy Year Renewal.	
ロンドン駐在員事務所より／An Update From London……………	P4
シリーズ【海の法律】第3回不可抗力と船主の責任／Force Majeure and Ship Owner's Liability……………	P6
乗船研修のご報告／Report On My On-Board Training……………	P12
組織変更と人事のお知らせ／Change of Organisation and Personnel……………	P15
メールマガジンをご利用ください。／Why not register for e-mail newsletters?……………	P16

### 一次のステップに、一緒に進みましょう

2012保険年度 契約更改のご報告と御礼

**- Going Forward to the Next Step with all Members -**  
Appreciation for the understanding and dedication of the Members  
of the Association, and a Report on the 2012 Policy Year Renewal.

平素は組合運営に格別のご支援をいただきまして、  
誠にありがとうございます。

I would like to express our deepest appreciation to  
our Members for their dedicated support.

2012保険年度の保険料率については、外航船保  
険は3%のゼネラル・インクリースを実施し、内航船保険  
は前年度の据置きといたしました。(2011年11月30日  
発行の「P&I特別回報」第11-014号もご参照下さい。)

Insurance premiums for the 2012 Policy Year for  
ocean-going vessels are subject to a general  
increase of 3 %, whereas premiums for coastal  
vessel insurance remain unchanged. (Please also  
refer to our Club Circular No. 11-014 of 30  
November 2011.)

外航船保険は、残念ながら2011保険年度もここ数  
年続いているクレーム増加傾向が改善されなかったこ

As the frequency of claims and the amounts paid  
have not improved, the Club has requested its  
Members to increase the premiums for ocean-  
going vessels in a process of balancing the  
budget. The Club is pleased to keep the premiums  
for coastal vessels at the Policy Year 2011 level,  
since the recent high claims level for this sector  
seems to be trending lower than previously. We  
thank Members for the positive steps they have  
taken in the area of safer navigation of their ships.



常務理事 志田 正義

Masayoshi Shida, Executive Director

とより、保険収支の均衡のため保険料率の引上げをお願いさせていただきました。一方、内航船保険は、組合員の皆様の安全運航のお蔭で近年の大型クレームの発生傾向が落ち着きを見せ2011保険年度は良好に推移したことより、前年度の保険料率を据置くことができました。

組合員の皆様の経営環境は、外航業界では動揺するヨーロッパ経済の影響で海運マーケットが落ち込み、また、内航船はわが国の景気回復が思うように進まず用船料・運賃市況も低調であるため、非常に厳しいものであると理解しております。

このような状況の中ではありますが、当組合の現況にご理解を頂戴することができ、2012保険年度は、外航船は87.3百万トン、内航船は2.6百万トンで新たなスタートをきることができました。あらためて深くお礼を申し上げます。

できる限り適正な保険料で充実したクレームサービスを提供するためには、皆様の安全運航に対するより一層のご協力を頂戴しなければなりません。そのための具体的方法としては、個別に組合員の皆様からの有益なご意見を頂戴しながら、クレームの発生を抑制する方策をご一緒に検討し実行させていただくこととしたいと考えております。

さらに、当組合を皆様からより信頼される組織にするため、組合ならびに事務局の運営については常に改善の手を入れ、尚一層努力して参る所存でございます。

更改の概要を以下のとおり、ご報告申し上げます。

We fully understand that the business environment in which ocean-going vessels are trading is still tough. On the one hand there is the sluggish shipping market influenced by the unsettled European economy, and on the other, in the coastal vessels sector, charter hire and freight rates are still quite lifeless as the Japanese domestic economic recovery is not happening as fast as we would hope.

Despite such an environment, thanks to our Members' understanding and support for the Club's present position, the Club has started the new Policy Year with tonnage at 87.3 million tons of ocean-going vessels and 2.6 million tons of coastal vessels. We would like to show our appreciation to our Members for their kind and constant support.

We shall continue to ask for the cooperation of our Members in efforts to maintain the safe navigation of all entered vessels. With this, the Club will be able to provide a much-advanced claims service for reasonable premiums. We are also planning to increase the loss prevention activities of the Club by working with each member on a face-to-face basis.

We shall make our best efforts to organise the Club more reliably for all Members, by constantly improving the management of the Club and our executive office.

It is our pleasure to report the following renewal details;

## 外航船保険

\*\*\*\*\*

他クラブとの競争が激化するなか、加入隻数は減少する結果となり、2012保険年度の更改実績は、対前年同期比109隻減、1.8百万トン減の2,449隻、87.3百万トンとなりました。

## 内航船保険

\*\*\*\*\*

昨年同様、国内損保への移動も多く、加入隻数は大幅に減少する結果となり、2012保険年度の更改実績は、対前年同期比369隻減、0.3百万トン減の2,435隻、2.6百万トンとなりました。

本年度も、ジャパンP&Iクラブをよろしくお願い申し上げます。

常務理事 志田正義

## Ocean-going vessels

\*\*\*\*\*

During the recent keen competition with other Clubs, the number of entered vessels saw a year-on-year decrease of 109 to 2,449. This represents a 1.8 million tons contraction in ocean-going tonnage to 87.3 million tons.

## Coastal vessels

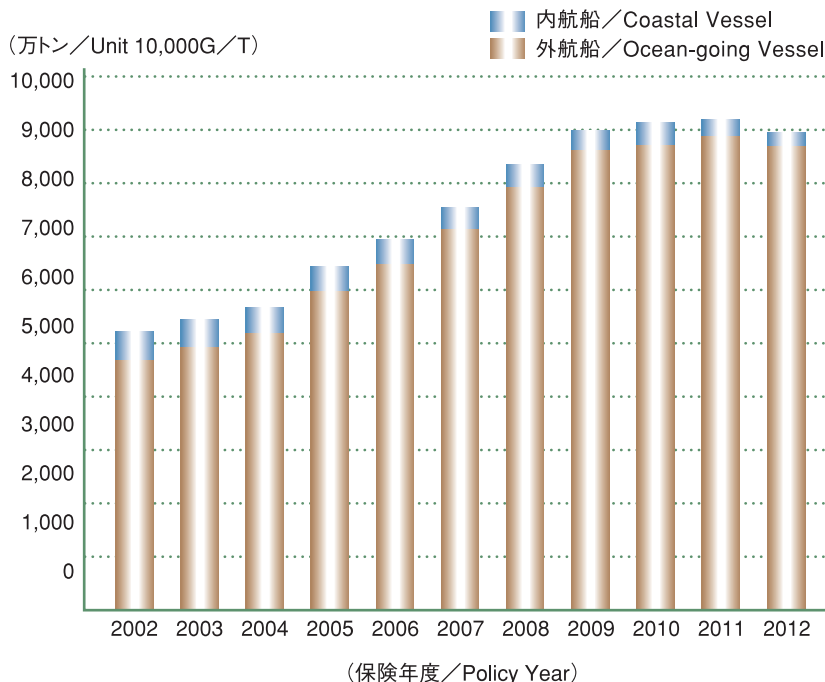
\*\*\*\*\*

The number of entered vessels has sharply declined as considerable coastal vessel entries have transferred to the Japanese domestic commercial insurers. 369 vessels have decreased, representing 0.3 million tons contraction in coastal vessels to 2,435 vessels and 2.6 million tons.

I would sincerely request that Members provide us with their continuing support and co-operation throughout the year to come.

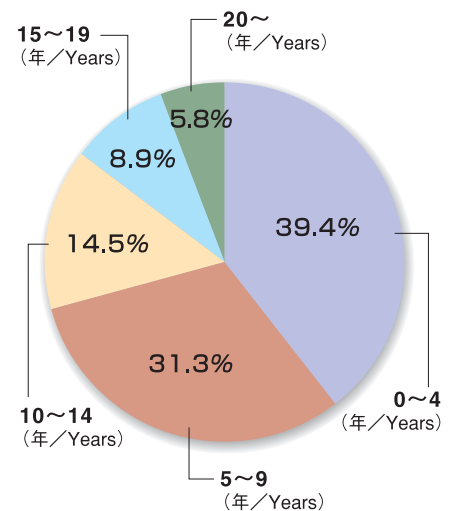
Masayoshi Shida  
Executive Director

契約量推移（総トン数）  
Entered Tonnage



船齢別契約分布比  
Entered Tonnage by Age

(2012年2月20日現在) (as of 20 Feb. 2012)





## ロンドン駐在員事務所より An Update From London

前回ロンドン駐在員事務所がニューズレター20号に紹介されてから4年が経過しました。その間の発展についてご報告致します。

最も重要な発展は待望のJPI英国サービス株式会社（英文呼称: Japan P&I Club (UK) Services Ltd. “JPI (UK)”）の設立です。JPI (UK) は在欧組合員へのクレームサービス提供を主な目的として設立され、2009年6月29日に英国金融庁の認可を受け即日サービスを開始致しました。在欧組合員の全世界での事故対応にあたりとともに、その他の組合員の加入船がヨーロッパ及びアフリカ、中東等で事故にあわれた場合の緊急対応も担っており、差押え回避、解除のための組合保証状あるいは銀行保証状の手配も含め時差のないクレームサービスを提供しております。また英国法や海事一般に関する組合員及び日本の同僚からの照会に答えることも重要な役割となっております。

JPI (UK) の任務は、組合員に迅速かつ適切なクレームサービスとアドバイスを提供することといえます。事故対応はロンドン事務所が持つ2つの役割の内の一つでしかありません。もう一つの役割は組合のロンドンにおける連絡窓口です。組合を代表して国際P&Iグループ (IG) で開かれる主要な小委員会に出席しています。その一つが貨物液状化による転覆、沈没事故の防止策などを協議しているClaims-Co-Operation



It is over four years since the Newsletter Issue 20 carried a profile of the London Liaison Office (LLO). Since then, there have been some exciting developments.

The most important development was the establishment of the Japan P&I Club (UK) Services Ltd., (JPIUK) which began providing services to Members of the Association on 29th June 2009. JPIUK is licensed by the UK's Financial Services Authority and operates within the same office as the LLO. The main function of JPIUK is to handle claims which occur throughout the world on behalf of those Members who operate their fleets from offices located in the United Kingdom and throughout Europe. In addition, given the time difference with Japan, we are happy to assist all our Members who may experience problems in Europe, Africa and the Middle East. In order to avoid the arrest of an entered ship, or arrange the release from arrest, we are able to assist with the provision of security either by way of a Club letter or a bank guarantee. We are also very happy to answer any questions which our Members and our colleagues in Japan may have in respect of contracts which are governed by English law together with any other shipping industry related matters.

Our aim is to provide our Members with a speedy and efficient claims handling and advisory service.

Claims handling is of course just one of the two functions which we undertake in the London office. We also fulfil our Liaison responsibilities on behalf of the Association. In our Liaison role, we ensure that the Association is represented on all the key sub-committees through which the International Group of P&I Clubs' (IG) work is carried out. For example, through the work of the Claims-Co-Operation Sub-Committee, much has been learned on the dangers of certain bulk



小委員会です。その他にもPollution小委員会、Maritime Security小委員会、再保険小委員会など多くの小委員会に出席しています。また全IGクラブのトップが一同に会し様々な事項を協議するGroup Managers' Meetingにも本部役員と共に出席しています。

私達はロンドンにおけるクレーム窓口と連絡窓口という2つの役割を担っているのです。

クレーム子会社JPI(UK)の設立を控え、事務所は2008年に以前のフェンチャーチ通りからロンバート通りに移転致しました。ロンバート通りはロンドン・シティの中心地に位置しており、世界的に知られるロイズ保険組合の起源となったロイズコーヒーハウスがあったのもこの通りです。IGの会合が開かれるIG事務局からは徒歩5分の距離です。

私達のチームを紹介しましょう。クレーム処理を担当しているのはIain Lindsay弁護士と木村、国際グループ業務を担当しているのはリーガルアドバイザーのRoyston Deitch弁護士、事務担当はNicola Welch、そして所長の沢辺の5人でチームを構成しております。

組合員の皆様はもとよりコレスポンデント、弁護士、サーバイヤーや各海運関係者のご来訪を大歓迎致します。今年はオリンピックの年でもあり、たくさんの方々のご来訪をお待ちしております。皆様、ロンドンにお越しの際は、是非私共の事務所にお立ち寄り下さい。



cargoes which can liquefy during a voyage. Other important sub-committees include the Pollution, Maritime Security and Reinsurance Sub-Committees. In addition, the Association is also represented at the regular "Group Managers' Meeting", under whose umbrella the heads of all the IG Clubs meet to discuss numerous industry matters.

We carry out our claims handling and liaison roles with pleasure.



Since June 2008, the LLO has been based in Lombard Street which is located in the historic heart of the financial district of the City of London. Close by is a plaque which marks the site of Lloyd's Coffee House, from which grew the world-famous Lloyd's of London insurance market. We are also less than five minutes' walk from the offices of the IG Secretariat, where most of the IG meetings take place.

Our team consists of Iain Lindsay and Tim Kimura, who mainly handle claims for JPIUK, together with legal advisor Royston Deitch and our General Manager Hiroaki Sawabe who have responsibility for the liaison function of the LLO. Finally, a vital member of our team is Nicola Welch, our Office Manager.

We are always pleased to extend a welcome to our Members, correspondents, lawyers, surveyors and representatives of the wider shipping industry wherever they may be based. If you are travelling to London in this exciting "Olympic" year, please drop us a line and visit our office, where you will find a warm welcome.

## シリーズ【海の法律】第3回 不可抗力と船主の責任

小川総合法律事務所 弁護士 中村 哲朗 Yoshida & Partners Attorney-at-Law Tetsuro Nakamura

### Force Majeure and Ship Owner's Liability

第3回目を迎えるシリーズ「海の法律」です。未曾有の大地震と大津波の経験の中で、我々もその報道を通して「不可抗力」と言う言葉に接する機会が増えたのではないかと感じます。今号では小川総合法律事務所の中村哲朗弁護士に登場いただき、海難事故と不可抗力について解説していただきました。

昨年3月11日に発生した東北地方太平洋沖地震に伴って多くの海難が発生しました。阪神大震災の場合と異なり、地震後の津波により、多くの船舶が乗揚、座礁、沈没、行方不明となり、あるいは、他の船舶・施設と接触するなどの海難に遭遇しております。これらの案件には、不可抗力により船主免責となった案件が相当数ありますが、まだ懸案となっているものもあります。円滑かつ公正な事案処理が望まれることは勿論です。

#### 1「不可抗力」とは？

この機会に「不可抗力」とその船主の責任との関係について考えてみようというのが本稿の目的です。東日本大震災ないし東北地方太平洋沖地震や阪神大震災が稀有な自然現象であることに異論はないでしょうが、「大地震によるもので「不可抗力」だから船主に責任はない。」と直ちに言うことは出来ません。具体的な事案で船主の責任を考えると、「不可抗力」とは、予測出来ず回避も出来ない事象をいいます<sup>1</sup>。このような事象自体が予測・回避出来なくても、それによって発生するかもしれない事故が予測・回避出来れば「不可抗力」とは言えません。予測可能で事故が回避出来る



1: 不法行為における「不可抗力」の意味一般については文献は少ない。森島、不法行為法講義76頁、河原、「不可抗力と免責」損保研究58-3-107。元来仏法の概念であるが、契約中の不可抗力、不可抗力条項との関係を論じているのが普通である。  
例えば、McKendrick, Force Majeure and Frustration of Contract, 2nd ed. Treitel, Frustration and Force Majeure, 2nd ed.

In reports on the Great East Japan Earthquake, occasionally people have heard this somewhat legal word, "Force Majeure." In the Series "Introduction to Maritime Law," this time, the lecturer, Mr. Tetsuro Nakamura of Yoshida & Partners, one of the most powerful maritime lawyers in Japan, provided us with his special article about the issue of "Force Majeure."

The Great East Japan Earthquake of March 11, 2011 caused many marine casualties. Unlike the Great Hanshin Earthquake, the Great East Japan Earthquake was followed by Tsunami, by which many ships went aground, stranded, sank or missed, or collided with the other ships/shore facilities. Many of those cases were already settled, often by the reason 'force majeure', but there still remain pending cases. We hope they will be completed in a smooth and fair manner.

#### 1. What is 'force majeure'?

This article aims to review 'force majeure' and its relation with the ship owner's liability in this opportunity. There must be no opposition against saying that the Great East Japan Earthquake or the Hanshin Earthquake is an unprecedented natural phenomenon. However, we could not say at instant, "the ship owner shall not be liable to the Earthquake and thus to its result because it is force majeure". In a particular case where the ship owner's liability is an issue, 'force majeure' means an event or effect that can be neither anticipated nor controlled<sup>1</sup>. Even if an event itself cannot be anticipated or controlled, it cannot be called as 'force majeure' if its effect or loss/damage could be foreseen and avoided. If an event or effect could be foreseen or avoidable, there would in general be fault and based on such fault, the ship owner would be liable to loss/damage caused by such fault. In these terms, 'force majeure' and 'fault' is two side of the same coin. Thus, whether any event or effect should be 'force majeure' will

1: There are not so many books or articles, discussing about 'force majeure' in tort. Morishima, Fuhokoi-Ho Kogi, p.76; Kawahara, Fuhokoi to Menseki, Sonpo Kenkyu 58-3-107. It is originated from French law, and the discussions are made about 'force majeure' in contract and in relation to 'force majeure' or 'hardship' clause, McKendrick, Force Majeure and Frustration of Contract 2nd ed. Treitel, Frustration and Force Majeure, 2nd ed

のであれば、通常はそこに過失があり、したがって、その過失によって生じる結果については責任を負わねばなりません。その意味で、「不可抗力」は過失と表裏の関係にあります。本船のおかれていた具体的状況から認められる予測可能性及び結果回避可能性、及びこれを前提とした注意義務の内容にしたがって、一定の事象が「不可抗力」に当たるか否かの認定も変動することになります。

## 2「不可抗力」⇔「過失」の証明

実際の訴訟や求償の場面では、求償者（原告）は船主の過失を主張し、船主（被告）は不可抗力を主張することになります。不法行為では過失は原告の主張立証責任、契約では無過失が被告の立証責任と一般にいわれますが、現実には、「不可抗力」と称される事象の性質により事実の証明に関する当事者の負担、力関係は実務上変動します<sup>2</sup>。

例えば、東北地方太平洋沖地震直後の津波により船舶が岸壁・陸上施設に接触し損傷を与えたような場合には、一般に、船長その他船員及び船主に過失はなかったであろうと推測され、求償者側が過失のあったことを証明出来なければ、船主は免責されることになります。

荷送人によりコンテナ梱包された過剰水分の貨物の運送中に貨物に濡損が生じたような事案では、運送人側には濡損の予測ないし回避の可能性が想定し難い状況であり、原告側に運送人の貨物取扱いに関する過失についての積極的立証活動が求められることになります<sup>3</sup>。

一方、通常、事故が起き難いような周辺状況で事故が発生したような場合には、船主側に不可抗力＝過失の不存在、因果関係の不存在について積極的な証明活動が求められることになります。

例えば、船舶が強風の中で航行中転覆し、乗組員が死亡し遺族が船主に対し損害賠償請求訴訟を提起した事案があります。裁判所は、原因の特定は困難であるが、被告側の不可抗力の立証は不十分であり何らかの過失が推定されるとして船主の責任を認めています<sup>4</sup>。「強風」程度は予測出来、「不可抗力」というには足りない、という事実認識が根底にあると言えます。また、異常な三角波により本船が転覆沈没した事案でも、その

depend on whether such event or effect could be foreseen or resisted in a particular circumstance of the case and whether one should assume duty of care to foresee or control such event or effect.

## 2. Proof of 'force majeure' vs. 'fault'

On the stage of actual legal action or claim, the claimant (plaintiff) asserts the fault on the side of the ship owner, while the ship owner (defendant) asserts force majeure. In tort claims, the plaintiff shall prove the fault, while in claims for breach of contract the defendant shall prove non-fault or force majeure. However, in an actual procedure or step for legal actions or claims, the party's position would change and the burden or necessity to submit evidence would shift from one party to the other, depending on the nature of the event, which is asserted to be 'force majeure'<sup>2</sup>.

For instance, if a ship collided with and gave damage to the other ship or facility immediately or shortly after the tsunami arisen out of the Great East Japan Earthquake, no fault on the side of the ship owner or the crew is presumed, and the plaintiff should work on showing that there was a fault on the side of the crew or the ship owner.

In another case where the cargo of fish meal became wet during the voyage but was packed into a container with excessive moisture, it is difficult to imagine that the carrier could foresee or avoid the wet damage to the cargo, and the court would seek the plaintiff's activities to prove the defendant's fault<sup>3</sup>.

If however an incident occurred in the circumstances in general where the said incident would not happen without fault, the ship owner should work on proof for 'force majeure' = 'non-fault' or 'no-causation.'

In a case where a ship was capsized in a rough weather and the crew missed, the court held that the defendant's proof for 'force majeure' was not sufficient. The court reasoned that, though it could not identify the cause of the incident, it could presume that there should be some fault on the side of the defendant. The court was led to this conclusion on its recognition that the 'rough weather' could usually be foreseen and should not yet be called 'force majeure'<sup>4</sup>. In case where the

2: いわゆるprima facie proof（一応の証明）のレベルに至らない場合でも、現実の立証活動の負担・必要性は当事者の対関係で変動します。

3: 東京地判平09.7.30判タ983-269、東京高判平10.11.26判タ1004-249

4: 名古屋地裁半田支部昭38.8.27判決時報2778-128

2: Even if the case has not developed to a level of 'prima facie' proof, it is often occurred that actual burden or necessity for one party's activities for proof would shift to the other.

3: Judgment of Tokyo District Court dated Jul. 30, 1997; Judgment of Tokyo High Court dated Nov. 26, 1998

4: Judgment of Nagoya District Court, Handa Branch dated Aug. 27, 1963



三角波の発生が予想出来るような海域、状況においては、本船のそれに至る行動が詳細に吟味され、当該海域に至る前に避航する余地があったとして不可抗力の主張が退けられ過失が認められています<sup>5</sup>。

更に、海上運送の事案でも、風力7-9程度の荒天で貨物が海水濡れしたような事案では、当該季節海域でそのような荒天が十分予測出来る場合には、被告に「海上固有の危険」「天災」など、あるいは、その他の免責事由について積極的な証明活動が求められることになります<sup>6</sup>。

### 3. 不可抗力と事故との因果関係

異常な天災が原因でその通常の結果として事故・損害が生じた場合には、予測不可能で結果回避義務もないとして免責されることになります<sup>7</sup>。しかし、異常な天災を契機にして事故・損害が生じた場合であっても、必ずしもこの天災が事故の原因と評価されるとは限りません<sup>8</sup>。事実経過において予測不可能であったか否か、結果を回避することが出来なかったか、が詳細に吟味されることになります。

これは、訴訟においては、事故に至る事情が詳細に吟味されることを意味します。また、過失というべき事情があったとしても、その過失と相当因果関係にある結果として事故が発生したかどうか、が吟味され、そうである場合にのみ責任が課せられることになります。この原因⇒相当因果関係⇒結果の認定は事実認定ではありますが、非常に複雑で、十分な事情調査・証拠収集が必要となると共に、意図に反した認定が行われる危険も伴います。いくつか、事例を挙げましょう。

輸出のため港湾運送業者(ついで海運業者)<sup>9</sup>に渡され船積み前の仮の措置として神戸新港上屋に保管されていた工作機械が、平成8年の台風12号によって発生した高波(史上第三位の最高潮位で神戸の港湾施設及び市内で広域に浸水被害が生じている)により海水に浸って損傷した事案で、裁判所は、貨物の船積・

unusual chopping seas capsized the ship, but still such chopping seas could be anticipated in that area or situation, the court fully reviewed all action of the ship prior to the accident, and found that there was a room for her to avoid the area where the chopping seas were anticipated and that there was a fault<sup>5</sup>.

Further, in a case of carriage by sea, the cargo became wet with the rough weather of the wind force 7 to 9, which was foreseeable in that season and area, the defendant should be demanded to make a proof for the peril of the sea, Act of God or any other fact to exempt the defendant<sup>6</sup>.

### 3. Causation between force majeure and the incident

If the Act of God with the extraordinary nature causes the incident and the damage in its natural consequence, the ship owner will be exempted, since it could usually not be foreseen or controlled<sup>7</sup>. However, not in all such cases, the court would find the Act of God to be the cause of the damage/loss<sup>8</sup>. The court would fully review the fact sequence if the defendant could foresee or avoid the event as asserted as the Act of God.

In the court procedure, where the issue is the Act of God, 'force majeure' or no-fault, the court will examine in detail the fact sequence and its circumstances before the incident. Also, the court will review if the incident was caused by the fault even if that fault is found. The ship owner would be accused only if its fault caused the incident. The review of the cause → causation → result is the factual issue, but very complicated. It would necessitate thorough investigation and evidence collection. On the other hand, there is always a risk that the court would find the facts contrary to those the ship owner recognized. Let me take examples.

In 1996, the forwarder received the machine for export, and temporarily stored it at a warehouse in Kobe before shipping<sup>9</sup>. The typhoon caused the

5: 広島地裁竹原支部昭和45.3.20判時611-71

6: 東京地判昭39.1.31下民集15-132 (冬季シナ海で風速20メートルの荒天に遭遇)、東京地判昭57.2.10判時1074-94 (冬季太平洋で風力9の荒天に遭遇)、神戸地判昭58.3.30判時1092-14 (秋季シナ海で風力10-11)。なお、冬季台湾海峡で風力10-11の荒天に遭遇し沈没した事案では、付近の他船の遭難もあり、「天災」「海上固有の危険」が認定されています。東京地判平13.3.1 (判例集不掲載)。

7: 東京地判平11.6.22判タ1008-288。阪神淡路大震災により倉庫内の化学薬品が荷崩れにより漏出して他の貨物から流出した水分と化合して発火した火災により貨物が消失した事案です。阪神大震災によって荷崩れ・漏出が発生したとの認定に基づき賠償責任が否定されました。

8: 神戸地判平10.8.18判タ1009-207。阪神淡路大震災によりホテル増築部分が倒壊し宿泊客が死亡した事案で、増築部分が通常要求される耐震性を欠いていたことが認定され、ホテルの責任が肯定されました。

9: 海運業者は商法577条の「運送ノ為使用シタル者」にあたる。東京控判大12.7.16判評13商法209

5: Judgment of Hiroshima District Court, Takehara Branch dated Jul. 30, 1970

6: Judgment of Tokyo District Court dated Jan. 31, 1964 (encountered rough weather with the wind speed of 20m/s in winter at the China Sea); Judgment of Tokyo District Court dated Feb. 10, 1982 (encountered rough weather with the wind force 9 at the Pacific Ocean in winter); Judgment of Kobe District Court dated Mar. 30, 1983 (wind force 10-11 at the China Sea in winter). In the case where encountered rough weather with the wind force of 10-11 in Taiwan Strait in winter, and there were other ships' casualties the court found Act of God and/or Peril of Sea. Judgment of Tokyo District Court dated Mar. 1, 2001

7: Judgment of Tokyo District Court dated Jun 22, 1999. This is the case where cargoes were lost by the fire that broke out of the leaked chemical agents from warehouse by collapse and combined with moisture came out of other cargo due to Great Hanshin Earthquake. It was held that collapse and leakage of chemical agents were caused due to Great Hanshin Earthquake and the liability was denied.

8: Judgment of Kobe District Court dated Aug. 18, 1998. This is the case where hotel guests died in the collapse of the extended hotel building in the occasion of Hanshin Great Earthquake. It was found that the extended part of the building was lack of earthquake-resistant usually required and the hotel was found liable.

9: The forwarder falls under "the person for carriage" of Article 577 of Commercial Law. Judgment of Tokyo High Court dated Jul. 16, 2000

保管状況、台風・高波に関する気象情報、この入手状況、対応、回避手段その他の周辺事情を詳細に認定し、その上で、高波の不可測性を前提に貨物に対して浸水防止措置を講じることは不可能と認定しています<sup>10</sup>。

本船が荒天のため八丈島底土港を出港しようとした際に海図、水路誌などに記載されていない未確認の暗岩に停泊開始時に投下していた錨が絡み操船の自由を失って坐礁沈没した事案<sup>11</sup>では、入港・停泊(錨投下点検)の状況、天候悪化及び本船の天候情報取得の状況、出航決定の時期、離岸後の操船状況、特に錨が絡んだことをより早期に発見出来たかどうか、発見後座礁までの操船状況、などが精査され、本船の過失が否定されました。未確認の暗岩による操船不自由を不可抗力とみたことになります。

#### 4.航海過失・船舶取扱過失と不可抗力

不可抗力＝過失の不存在は、船主・運送人自身のみでなく、その履行補助者あるいは選任・監督する船員にも認められなければならないとするのが基本原理<sup>12</sup>です。したがって、国際海上物品運送法における航海過失・船舶取扱過失免責の規定は、いわば、これらの過失を陸上の船主・運送人が予測ないし回避することが不可能または困難な状況にある、すなわち、「不可抗力」の一種とみなしたことを意味します。事実関係について法律上の擬制を行ったものと言えます。したがって、技術の進歩により陸上の船主から海上の船員の過失を回避できる可能性が高くなっていても、航海過失が事故の相当因果関係のある原因と認められる限り、法律により擬制された一種の「不可抗力」として船主は免責されることになります。ここでは、事故に至る事象の連鎖の中で事故の原因が航海過失か、それ以外の事象なのかが大きな問題となります。



10:神戸地判平12.4.20判タ1063-152

11:東京地判昭54.2.26判時936-112

12:したがって、これ以外の者(いわゆる独立当事者)の過失・不可抗力は争点となり得ません。東京地判平22.9.21判タ1347-183(小笠原テクノスーパーライナー事件)

abnormal high tide (3rd highest in the history, and the wide area flooded in Kobe), which made the cargo wet with the flood. The court reviewed the conditions of the cargo storage, the information re typhoon and high tide, how the forwarder obtained those information, how they respond, any alternative to respond to the flood, etc. The court then found the unforeseeability of the abnormal high tide, and found that the forwarder could not avoid the flooding of the cargo<sup>10</sup>.

A ship tried to leave a port of Hachijo Island due to rough weather, when her anchor was entangled with a underwater rock (not shown on the chart). She lost her maneuverability and went aground and sank<sup>11</sup>. The court reviewed how she started and kept anchoring, how the weather became worse and the ship obtained the information, when and how the ship determined the departure, how she maneuvered the departure and how she found entangled anchor and whether she could have found it earlier. The court denied the fault on the side of the ship, and found 'force majeure'.

#### 4. Error in navigation/management of ship and 'force majeure'

It is the basic principle that 'force majeure' or 'no-fault' should be found not only for the ship owner or the carrier itself but for their employee, such as seamen<sup>12</sup>. The exemption under Hague or Hague-Visby Rules for an error in navigation or management of ship originally came from the understanding in general that the ship owner or the carrier on the shore could not foresee or prevent well those errors, and thus the Rules thought such to be a sort of 'force majeure'. This is a sort of legal system adopted to share liability between the parties, taking account of the prevailing circumstances in general. And therefore, even if such circumstances have changed by virtue of the modern technology, by which the ship owner could control the seamen more, the ship owner would be exempted as far as the effective cause of the accident is found as their error in navigation. In case of the carriage overseas a critical issue would be the cause of the incident was error in navigation or something else among the chain of the facts and events leading to the incident.

10: Judgment of Kobe District Court dated Apr. 20, 2000

11: Judgment of Tokyo District Court dated Feb. 26, 1979

12: Therefore, the fault or force majeure of the person other than this person (so-called independent person) cannot be disputed. Judgment of Tokyo District Court dated Sep. 21, 2010 (Ogasawara Techno Super Liner)

例えば、本船が鹿島港から荒天避難しようとした際に荒天により揚錨できず操船の自由を失い座礁し本船及び貨物が全損となった事案では、本船、主機、その他の設備・機器の状態、入港・停泊の状況、天候悪化及び本船の天候情報取得の状況、抜錨避難決定の時期、その後座礁までの本船の行動などが逐一精査されております。裁判所は、本船の抜錨避難決定が遅れたことを座礁の原因と認定しました<sup>13</sup>。これは船長の航海過失であり、船主は貨物損害について免責されます。仮に、発航時の主機の欠陥といった事実があり、それが原因であったと認定されたとすると、国際海上物品運送法上の免責が直ちに適用されないこととなる可能性もあります。ちなみに、同季節に鹿島港から荒天避難をしようとした際に座礁した他の船舶もありましたが、やはり、同事故に至る事象の詳細な精査がなされ、事故の原因が荒天避難措置の遅れ(航海過失)にあるとの理解で船主に対する貨物求償訴訟は提起されていません。

## 5. 不可抗力でも責任を負う場合

通常は「不可抗力」と言える場合でも船主が責任を負わねばならない場合もあります。東日本大震災に際しては、油を排出し、あるいは、乗揚・座礁・沈没し全損となった船舶について船主が油濁防除義務、船骸撤去義務を負うか、が問題となりました。

船舶油濁損害賠償保障法(以下、「油賠法」)は油の積載されていた船舶からの油濁事故について厳格な責任を定め、わずかに、(1)戦争、内乱又は暴動、(2)異常な天災地変、(3)第三者の悪意、(4)国・公共団体の航路標識などの管理の瑕疵を原因とする場合にのみ免責を認めています<sup>14</sup>。ここにいう「異常な天災」は非常に狭く解釈され、突然の海底火山の噴火<sup>15</sup>とか人工衛星の落下くらいしか例を見ないとされています。通常の不法行為や契約不履行の事案では不可抗力として免責される場合でも、油濁損害に関しては責任を負うとして不可抗力の範囲を法律により狭めていると言えます。海洋汚染等及び海上災害の防止に関する法律(以下、「海防法」)によれば、船主には、上記のような免責如何を問わず排

For instance, a ship was trying to leave the anchorage of Kashima port due to rough weather, but went aground since she could not heave up the anchor and lost her maneuverability. The court examined the details of the fact sequence and situations leading to the incident, such as the conditions of the ship, her engines and equipment, the situations of her entering and staying the port, how she obtained the weather information and how the weather changed, when and how the ship decided to leave the port, and her actions in detail thereafter until her total loss. The court found that the cause of her total loss was the delay of the master's decision to leave the port<sup>13</sup>, which is the master's error in navigation, and the ship owner was found as exempted from its liability for the loss of the cargo. If, however, the other fact (for instance, the defect of the main engines at the commencement of the voyage) were found as the cause, the exemption due to an error in navigation might not necessarily be applied. There were the other ships in the same season which went aground when they were trying to leave Kashima Port due to the bad weather, and in those cases as well, the fact details leading to the grounding were fully examined, and no claim against the ship owner for the cargo loss arose, maybe on the understanding that the grounding was caused by the delay (error in navigation) in the decision to leave the port.

## 5. Ship owner's liability in 'force majeure'

There are cases where the ship owner is liable to the incident even if it occurred due to 'force majeure'. In the Great East Japan Earthquake, it became an issue whether the ship owner should be responsible for the ship's oil spill and its cleanup/prevention or for the removal of the wreck.

The Law for Compensation of Damage by Oil Pollution from Ships (hereinafter, 'LCDOPS') (corresponding to 1992 CLC/FC) provides for the strict liability of the ship owner for the oil pollution damage, and exempts the ship owner only in cases where the pollution is caused by (i) an act of war, hostilities, civil war, insurrection, (ii) a natural phenomenon of an exceptional, inevitable and irresistible character, (iii) a third party's intentional act or omission, or (iv) the government's or authority's negligence for the maintenance of

13: 東京地判平22.2.16判タ1327-233

14: 油賠法第3条第1項、第39条の2第1項。もっとも、第三者に過失がある場合に船主がこの第三者に求償すること(油賠法第3条第5項、第39条の2第2項)や被害者に過失がある場合に過失相殺をすること(油賠法第4条、第39条の2第2項)を禁じるものではありません。

15: 時岡・谷川・相良、逐条船主責任制限法・船舶油濁損害賠償保障法346頁

13: Judgment of Tokyo District Court dated Feb. 16, 2010



出油の防除措置をとらなければならない義務があります<sup>16</sup>。ただし、このような措置が十分でなく海上保安庁が防除措置を行った場合の費用負担については、船主は上記の油賠法の免責と同様の免責を受ける<sup>17</sup>こととして、海防法は油賠法との統一性を維持しています。

一方、乗揚・座礁・沈没により全損となった船骸については、上記の油濁防止措置がとられてもなお海洋環境の保全に著しい障害を及ぼすおそれがある場合に初めて、海防法上の船骸撤去義務が生じます<sup>18</sup>。また、このような船骸については、他の法令で撤去義務が課せられる場合があります。船骸が、港則法上の港で「船舶交通を阻害するおそれあるとき」<sup>19</sup>、港湾区域・漁港区域において「船舶交通を阻害するおそれあるとき」<sup>20</sup>、「港湾施設・漁港施設の保全又は利用上必要があるとき」<sup>21</sup>、海上交通安全法適用区域で船骸が「船舶交通の危険の原因になっているとき」<sup>22</sup>、海岸の保全に必要なとき<sup>23</sup>、などです。これらの場合には、乗揚・座礁・沈没が不可抗力による場合であっても、行政上船骸撤去義務が課せられることになります。東日本大震災においても上記のような根拠<sup>24</sup>で船骸を撤去すべき旨の命令が発せられ、船主がこれに対応した例があります。



16:海防法第38条、第39条

17:海防法第41条第1項但書、同施行規則第37条

18:海防法第40条

19:港則法第26条

20:港湾法第12条2項及び第43条の321:各県の港湾施設管理条例ないし漁港管理条例に規定がある。例えば、福島県港湾施設管理条例第2条の6、第4条の2

22:海上交通安全法33条

23:海岸法8条の2により海岸保全区域指定および物件指定の告示をなし、海岸法12条により監督処分=除却命令を発令することとなる。

24:津波により陸上奥深くまで打ち上げられた船舶については、国道法や公園法の適用も考えられました。

lights or navigational aids<sup>14</sup>. The Law defines a sort of 'force majeure' (the above (ii) very narrowly), and it is submitted that it could be applied only to a sudden eruption of underwater volcano<sup>15</sup> or a fall-down of satellite. In usual tort or contract cases, the ship owner would be exempted more widely, but such exemption and thus the scope of 'force majeure' was narrowed down in oil pollution cases. Further, under the Law for the Marine Pollution and Marine Casualty Prevention (hereinafter, 'LMPMCP'), the ship owner shall take the pollution prevention measures<sup>16</sup>, whether or not the ship owner should be exempted for the pollution damage under the above LCDOPS, but in case where the ship owner shall be exempted from liability for oil pollution damage under the same law<sup>17</sup>, the ship owner need not indemnify the cost for the prevention measures to supplement the ship owners' response taken by the Coast Guard.

The wreck removal is different. The ship owner would be responsible for the wreck removal under the said LMPMCP, only if the wreck would give significant obstacles to keep the marine environment even after the sufficient oil prevention measures<sup>18</sup>. The ship owner would be obligated to remove or make harmless the wreck under the other law or regulation, e.g. 'if the wreck obstructs the ship's traffic' of the port under Port Regulation Law<sup>19</sup> or under Port & Harbor Law<sup>20</sup>; if the wreck should be removed for the necessity to keep and utilize the port facilities<sup>21</sup> under the Port Facility Maintenance Regulation; if the wreck causes a risk in ship's traffic<sup>22</sup> under the areas the Marine Traffic Safety Law applies to; if it necessary for keeping the coast<sup>23</sup>. In these cases, the ship owner should assume the liability to remove the wreck under those administrative laws. In the Great East Japan Earthquake, there are such cases<sup>24</sup> where the authority issued the order based on the above grounds, and the ship owner responded to it.

14:Article 3 (1), Article 29 (39) (i) of the LCDOPS. However, this does not prohibit the ship owner to claim against the third person when he is at fault (Article 3 (5) and Article 39 (2) (ii) of the same Law) or to set-off when the victim is at fault (Article 4 and Article 39 (2) (ii) of the same Law).

15:Tokio, Tanikawa, Sagara, Law for Limitation of Ship owner's Liability, Law for Compensation of Damage by Oil Pollution from Ships

16:Articles 38 and 39 of LMPMCP

17:Proviso of Article 41 (i) of LMPMCP and Article 37 of its Regulations

18:Article 40 of LMPMCP

19:Article 26 of Port Regulation Law

20:Article 12 (2) and Article 43 (3) of Port & Harbor Law

21:There are provisions in each prefecture's Port Facility Maintenance Regulations or Fishing Port Maintenance Regulations. For instance, Article 2 (6) and Article 4 (2) of Fukushima Prefecture Port Facility Maintenance Regulations.

22:Article 33 of Maritime Traffic Safety Law

23:In accordance with Article 8 (2) of Seacoast Law, the notice to designate the seashore preservation area or property is issued and in accordance with Article 12 of Seacoast Law, supervisory order or removal order is issued.

24:National Road Law or Park Law was also reviewed if they could be applied to ships washed up into far inland.

## 乗船研修のご報告 Report On My On-Board Training

若手・中堅職員を対象に毎年若干名乗船研修を実施しています。ここでは今年初めに研修を行った福岡支部高嶋職員の報告をお届け致します。

飯野海運株式会社殿のご協力を得て、2012年1月16日から同社所有の石炭専用船“BLUE ISLAND”にて、長崎県松浦港を空船にて出港後、インドネシアのタンジュンバラ港で石炭約147,000M/Tを積載し、揚地である松浦港にて揚荷を行なうまで約1ヶ月の乗船研修を行いましたのでご報告致します。

### 松浦港での乗船・出港

2012年1月16日に松浦港にて本船に乗船し、18日に同港を出港、その様子をブリッジから見学。パイロットから本船乗組員への針路・エンジンオーダーの指示、そして本船の出港をアシストするタグボートへの指示の様子を見て、指示が的確に行われなければ岸壁接触、他船との衝突等の事故が十分に起こりうることを感じました。

### 航海中の乗組員の業務

甲板部の業務として、ブリッジでは航海士が航海当直(ワッチ)を行います。当直の主な業務内容は、レーダーや双眼鏡を使つての監視・警戒、航海日誌の記入、本船の現在地の海図への記入、気象情報の確認などが挙げられます。私は実際に当直の作業内容を見学し、航海日誌の記入方法などを当直の航海士に教えてい



Every year, as part of a training programme for our employees, we send a junior member of staff for some on-board training. The next article is a report by this year's trainee, Mr. Toshiharu Takashima, on his training.

Earlier this year, I was a guest as a "trainee" on board the m.v. "BLUE ISLAND", a coal carrying vessel which is entered with our Association and owned by our member, Iino Kaiun Kaisha Ltd. I was on board for a period of nearly one month at the kind invitation of our members where I undertook a period of training and familiarisation regarding the operation of the vessel. My training began at the port of Matsuura, Nagasaki Prefecture, Japan which was the final port of discharge of the previous voyage, after which she sailed to the port of "Tanjung Bara", Indonesia to load a cargo of about 147,000M/T of coal.

### Embarkation and Departure from Matsuura

I embarked the vessel at Matsuura on 16th January 2012, although the departure from the port was scheduled for 18th January 2012. At the beginning of the voyage, I observed our departure maneuvers from the bridge of the vessel. It soon became clear that the assistance of the pilot ensured the safe navigation of the vessel during the initial stages of the voyage. His orders for the alteration of course, engine movements and use of the attending tug made me realise how simple it would be for an incident such as pier damage or collision with another vessel to occur were his orders not carried out in a proper and efficient manner. It was fascinating to observe the departure from Matsuura which was executed in such a professional and skilful manner.

### Crew Members' Duties During the Voyage

The officers of the Deck Department maintain the navigational watch on the bridge. The main duty of the watch is the safe navigation and operation of the ship. This involves maintaining a constant look-out from the bridge of the vessel using both radar and binoculars. Other responsibilities include the constant updating of entries in the Log Book, which record the vessel's position on the

いただきました。デッキでは、甲板部員が次の貨物を受け入れるために、Hold内及びその近辺の積荷吹きこぼれの掃除、デッキ内設備のメンテナンスを行なっています。

機関部では、エンジンルーム、ボイラー、バラストポンプ、操舵機など各設備の機能・役割を案内していただきました。機関部員は、これら各種機器の運用・保守管理を行います。機関部の当直はM0ワッチという、緊急時を除いて17:00時から08:00時まではエンジンルームに誰もいない状態としているとのことでした。

また、航海途中には緊急対応訓練（油濁事故対応訓練、消防訓練、本船からの緊急脱出訓練、舵操作にトラブルがあったときの訓練）にも参加し、事故が発生した際の緊急対応も実際に体験しました。

### インドネシアでの積荷役

1月25日に本船はインドネシアのタンジュンバラ港へ入港し、まずはドルフィン型の岸壁にて石炭100,000M/Tの荷役を行った後、沖へシフトし、続いてバージから本船へShip to Shipの方法で約47,000M/Tの石炭の荷役を行いました。本船がハッチカバーを開けた後の荷役の段取りは、陸上の荷役業者が行っていましたが、沖での荷役では、本船の右舷にバージが着けられるとき、本船乗組員がバージからの係留ロープを本船の係留柱に巻き付けることとなり、ここで慎重な作業が行われなければ、大きな人身事故につながる可能性があると感じた次第です。ドルフィン岸壁での荷役は1日足らずで終了したのですが、沖での荷役はバージで積む石炭がなかなか集まらないという荷主側の事情で終了までに約10日間を要し、結局本船がタンジュンバラを出港したのは2012年2月5日の夜でした。



navigation charts, the confirmation of the weather report and many other relevant observations. During my time on the bridge, I observed the navigational watch attend to their duties and learned from the officers, the importance of maintaining these entries in the Logbook. Out on the deck, the able seamen cleaned the cargo holds for the next cargo and swept up the small amount of coal scattered around the Holds. In addition, they constantly checked and maintained all the deck equipment.

The Engineering Department, gave me a guided tour during which I was provided with a detailed explanation as to the role and function of the machinery and equipment contained within the Engine Room. This included visits to areas where the Boiler, Ballast Pump and Steering Room are located. During the voyage, the Engineering Department are responsible for the safe operation and maintenance of all such equipment. I did however learn that the most of these systems are fully automated and that the Watch in the Engineering Department which is named "M0", refers to the period from 1700hrs LT to 0800hrs LT when the engine room is unmanned except of course in cases of emergency.

I also took part in the Emergency Station Drills ranging from the Oil Spill Response Drill to the Firefighting and Firefighting Station Drills. I even took part in an Evacuation Drill. These exercises showed me how important it is for the crew to be fully trained in their emergency responses should the vessel become involved in a serious incident.

### Loading Operations in Indonesia

The vessel entered the port of "Tanjung Bara" on 25th January 2011 and loaded about 100,000M/T of coal at the dolphin. Following the loading of this cargo, the vessel then shifted to the anchorage point where a further 47,000M/T of coal was loaded with the assistance of an attending crane barge, (ship to ship operation). Once the vessel opened her hatch covers at the dolphin, the shore side workers performed all the loading operations. At the anchorage, when the crane barge berthed at the vessel's starboard side, the crew members hauled the rope from the barge over the vessel's bit. I quickly became aware that if the crew members did not perform this operation



## 船内生活

乗組員にはそれぞれ部屋が与えられ、朝・昼・夕の3回、Chief Cookの料理する食事を食堂でとっており、私も1部屋を与えていただき、食事の際には食堂で船長・機関長その他乗組員と話をし、船内での生活及び業務内容などのことを尋ねる等、少しでも船に対する知識を広げられるよう努めました。又、休日の過ごし方として、乗組員は喫煙ルームにて雑誌を読んだり、DVDを見たりしてくつろいでいました。

その後、本船は2012年2月14日に長崎県松浦港に到着し、下船しました。

## 終わりに

当組合事務局のスタッフが組合員からの照会・依頼に対し、的確なサービスを行うには船の知識を持つておくことは必要不可欠です。私は、今回の乗船研修で船についての知識を十分に得ることができたものと感じております。本研修での経験をもとに、組合員の皆様が満足されるサービスを提供できるよう精進して参りたいと思います。最後に、乗船研修にご協力頂いた飯野海運株式会社殿、イノマリンサービス株式会社殿並びにBLUE ISLAND船長を始めとする乗組員の皆様、その他関係各位に対し、この場を借りてお礼と感謝を申し上げます。



carefully, there was the potential for a serious accident. Whilst it took only one day to complete the loading operation of the coal at the dolphin, it took 10 days to complete the loading operation at the anchorage. This was because the shipper needed considerable time to collect the coal which was to be loaded on board. It was not until the evening of 5th February 2012 that the vessel was able to depart from "Tanjung Bara".

## Life on Board

Crew members are provided with their respective cabins on board and have three meals per day, breakfast, lunch & dinner. These meals are prepared by the chief cook and are taken in the mess room. I too was given my own cabin and ate with the other crew members. During my time on board, and when it was suitable to do so, I took the opportunity to discuss with the Master, Chief Engineer and other crew members regarding various questions about their life and work on board. Meal times provided me with a further opportunity to increase my knowledge of the vessel further. When off-duty, each crew member would take a rest, and either read a magazine or watch a DVD in the smoking room.

After nearly a month on board, the vessel arrived at the port of Matsuura on 14th February 2012 where I disembarked after having said goodbye to both the Master and the other crew members.

## Conclusion

It is essential that all our staff within the Association gain useful knowledge regarding the operation of our entered vessels. This enables us to provide our members with an efficient response to the many varied enquiries and requests which we receive. I believe that my on-board training provided me with such useful knowledge. As a result, the experience I gained through this training will enable me to provide our members with a greater level of service than before.

Finally, I would like to take this opportunity to thank Iino Marine Service Co., Ltd., Iino Kaiun Kaisha Ltd., the Master of "BLUE ISLAND", other crew members and all those concerned who assisted me during my board training.

## 組織変更と人事のお知らせ Change of Organisation and Personnel

### ◎ 組織変更／Organisation (as of 1 April, 2012)

当組合は2012年4月1日付で以下のとおり組織変更を行いました。

Please be advised that we made a reorganisation and personnel change as follows:-

(新設) ◇ 契約部に「内航グループ」を新設

(変更) ◇ 「総務部」の名称を「人事総務部」へ変更

◇ 「契約部ドキュメンテーショングループ」を廃止し、その業務を「契約総括部総括グループ」へ移管

◇ 損害調査部を5グループから以下の4グループ体制へ変更

・「総括グループ」の名称を「第1グループ」へ変更

・旧「第1グループ」と旧「第2グループ」を統合し「第2グループ」とする(「第3グループ」及び「第4グループ」は現行どおり)

(New) ◇ "Naiko Group" has been newly established under Tokyo Underwriting Department.

(Change) ・ Name of "General Affairs Department" has been changed to "Human Resources & General Affairs Department."

◇ "Documentation Group of Tokyo Underwriting Department" has been abolished, and its assignment has been transferred to "Underwriting Group of Underwriting Administration Department."

◇ Five groups under Claims Department have been restructured to Four groups as follows:-

・ Name of "Claims Administration Group" has been changed to "Group I."

・ Former "Group I" and "Group II" have been merged into "Group II." ("Group III" and "Group IV" have remained the same.)

### ◎ 人事異動／Changes:

#### 2012.2.1／On 1 February 2012

今治支部損害調査グループ・マネージャー

小山弘仁

Hirohito Koyama, Manager, has been moved to Claims Group of Imabari Branch.

#### 2012.4.1／On 1 April 2012

ロスプリベンション推進部・部長

山下悦治

Etsuji Yamashita, General Manager, has been moved to Loss Prevention and Ship Inspection Department.

契約部・部長兼第2グループリーダー兼内航グループリーダー

武 紀行

Noriyuki Take, General Manager, has been moved to Tokyo Underwriting Department. He has also been appointed Assistant General Manager of Group II and Naiko Group of the department.

福岡支部長

松井徳洋

Norihiro Matsui, Assistant General Manager, has been promoted to General Manager of Fukuoka Branch.

今治支部損害調査グループリーダー

亀卦川宏

Hiroshi Kikegawa, Assistant General Manager, has been moved to Claims Group of Imabari Branch.

契約部第1グループリーダー

守屋直幸

Naoyuki Moriya has been appointed Assistant General Manager of Group I of Tokyo Underwriting Department.

福岡支部グループリーダー

森田隆男

Takao Morita, Assistant General Manager, has been moved to Fukuoka Branch

### ◎ ありがとうございます(退職者)／Leavers:

#### 2012.3.31／On 31 March 2012

損害調査部第2グループ主任

木下飛鳥

Asuka Kinoshita, Senior Staff of Group II of Claims Department resigned on 31 March 2012.

#### 2012.4.10／On 10 April 2012

今治支部損害調査グループ・マネージャー

横山正道

Masamichi Yokoyama, Manager of Claims Department of Imabari Branch resigned on 10 April 2012.

#### 2012.4.1／On 1 April 2012

損害調査部第1グループリーダー

齋藤佳代

Kayo Saito, has been promoted to Assistant General Manager of Group I of Claims Department.

ロスプリベンション推進部グループリーダー

田中雄一

Yuichi Tanaka has been appointed Assistant General Manager of Loss Prevention and Ship Inspection Department.

損害調査部第2グループ・マネージャー

福島正俊

Masatoshi Fukushima, Manager, has been moved to Group II of Claims Department.

契約総括部総括グループ・マネージャー

酒井 洋

Michiru Sakai, Manager, has been moved to Underwriting Group of Underwriting Administration Department.

### ◎ よろしくお願ひします(新職員紹介)／Recent Arrivals:

#### 2012.2.1／On 1 February 2012

損害調査部第2グループ・マネージャー

築野智裕

Tomohiro Tsukuno — Manager, Group II, Claims Department

#### 2012.4.1／On 1 April 2012

損害調査部第2グループ・マネージャー

伊地知憲輔

Kensuke Ijichi — Manager, Group II, Claims Department

損害調査部第2グループ

山田洋子

Yoko Yamada — Group II, Claims Department

損害調査部第3グループ

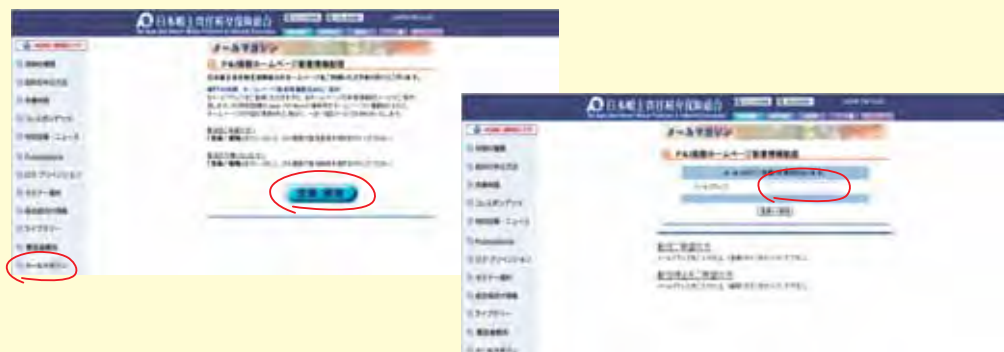
黒田英里子

Eriko Kuroda — Group III, Claims Department

契約部第1グループ

川瀬美公望

Mikumo Kawase — Group I, Tokyo Underwriting Department



組合員の皆様にメールマガジンのご登録をお勧めしております。

ご登録いただくと、ジャパンP&Iニューズレターをはじめ、Japan P&I News、P&I特別回報等ホームページに掲載した各種最新情報をいち早くご覧いただくことができます。E-mailの配信先は何件でも登録可能ですので、未登録の方はこの機会に是非ご利用下さい。

(註)ご登録は組合員専用ページからとなります。

ユーザーID・パスワードをお忘れの方はホームページ管理者 (e-mail: webmaster@piclub.or.jp) までご連絡下さい。

組合員限定

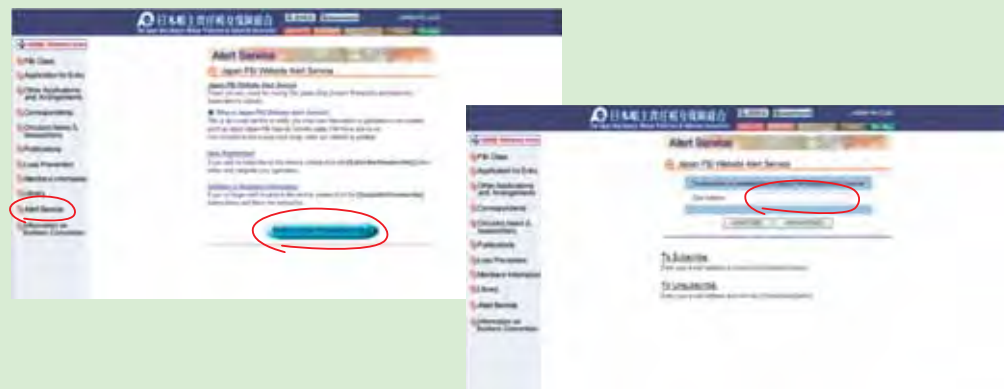
メールマガジンをご利用ください。

Why not register for e-mail newsletters?

Members only

You are recommended to register for e-mail newsletters through the "Alert Service" on our website. Once registered, you can quickly access any updated information available on our website including "Japan P&I Newsletter," "Special Circulars," and "Japan P&I News" etc. Any e-mail addresses can be registered. So, why not register for e-mail newsletters?

Note: The registration area is on the "Members Area." If you do not remember user ID and/or Password, please do not hesitate to contact our webmaster (e-mail: webmaster@piclub.or.jp).



JAPAN P&I CLUB

日本船主責任相互保険組合

ホームページ

<http://www.piclub.or.jp>

- 東京本部 〒103-0013 東京都中央区日本橋人形町2丁目15番14号……………Tel:03-3662-7401 Fax:03-3662-7268  
Principal Office(Tokyo) 2-15-14, Nihonbashi-Ningyocho, Chuoh-ku, Tokyo 103-0013, Japan
- 神戸支部 〒650-0024 兵庫県神戸市中央区海岸通5番地 商船三井ビル6階……………Tel:078-321-6886 Fax:078-332-6519  
Kobe Branch 6th Floor Shosen-Mitsui Bldg., 5 Kaigandori, Chuoh-ku, Kobe, Hyogo 650-0024, Japan
- 福岡支部 〒812-0027 福岡県福岡市博多区下川端町1番1号 明治通りビジネスセンター6階……………Tel:092-272-1215 Fax:092-281-3317  
Fukuoka Branch 6th Floor Meiji-Dori Business Center, 1-1, Shimokawabata-machi, Hakata-ku, Fukuoka 812-0027, Japan
- 今治支部 〒794-0028 愛媛県今治市北宝来町2丁目2番地1……………Tel:0898-33-1117 Fax:0898-33-1251  
Imabari Branch 2-2-1, Kitahorai-cho, Imabari, Ehime 794-0028, Japan
- ロンドン駐在員事務所 38 Lombard Street, London EC3V 9BS, U.K. ……………Tel:44-20-7929-4844 Fax:44-20-7929-7557  
London Liaison Office
- JPI英国サービス株式会社 38 Lombard Street, London EC3V 9BS, U.K. ……………Tel:44-20-7929-3633 Fax:44-20-7929-7557  
Japan P&I Club (UK) Services Ltd