

日本船主責任相互保険組合

# MASTER'S HANDBOOK

## 船長ハンドブック

The Japan Ship Owners' Mutual  
Protection & Indemnity Association



This Handbook is intended for Masters and officers as a help in emergency and/or facing typical P&I claims. For more information about P&I insurance or contact details of our correspondents, please refer to our Rules & List of Correspondents.

このハンドブックは、緊急時や P&I クレーム発生時に船長や航海士の皆様のお役に立てるよう、初期対応の要点をまとめたものです。P&I 保険の内容や、各コレポンの連絡先などにつきましては、別途保険契約規定及びコレポンリストをご覧ください。

#### Acknowledgement

Special thanks to Mr. Tetsuro Nakamura and Capt. Takayuki Akiba of Yoshida & Partners for their invaluable assistance to develop this Handbook.

本書の編纂にあたり、小川総合法律事務所の中村哲朗弁護士、秋葉隆行海事補佐人の多大なるご協力をいただきました。ここに厚く謝意を表します。

# **MASTER'S HANDBOOK**

# Contents

Chapter 1 Crew Claims	
I. Major crew claims and insurance coverage.....	6
II. The causes of injury and illness .....	6
III. Steps to be taken after the accident.....	8
IV. Cautions in investigations .....	9
V. Cautions in writing Master's Report .....	9
VI. Important points.....	10
VII. Necessary documents .....	10
VIII. Flow chart .....	11
Chapter 2 Stowaways and Refugees	
I. Stowaways.....	18
II. P&I Insurance.....	18
III. Actions to be taken .....	18
IV. Points to be noted .....	20
V. Refugee.....	22
VI. Flow chart .....	23
VII. Sample forms .....	24
Chapter 3 Personal Injury	
I. Personal injury .....	30
II. P&I Insurance.....	31
III. Notification .....	31
IV. Actions to be taken .....	32
V. Cautions.....	32
VI. Advices.....	33
VII. Flow chart .....	34
VIII. Sample forms .....	35
Chapter 4 Cargo Claims	
I. Cargo claims .....	40
II. P&I Insurance .....	41
III. Actions to be taken in case of cargo damage.....	42
IV. Cautions in survey .....	42
V. Duty of carriers.....	43
VI. Points to notice in carriage of goods.....	44
VII. Check List for prevention of cargo damage .....	46
VIII. Necessary documents to be prepared in case of cargo damage.....	47
IX. Flowchart .....	48
X. Sample forms .....	49

Chapter 5 Salvage Agreement and SCOPIC	
I. Salvage Agreement .....	54
II. Recent Development of LOF .....	54
III. Special Compensation and SCOPIC Clause .....	55
IV. P&I Insurance .....	56
V. Steps to be taken when the SCOPIC clause is invoked .....	57
VI. Remarks about Salvage .....	58
VII. Flow chart.....	59
VIII. Reference form .....	59
Chapter 6 Loss of or Damage to Property	
I. Loss of or damage to property.....	66
II. P&I Insurance .....	66
III. Notification of the accident .....	67
IV. Actions after accidents .....	67
V. Points to be noted when the vessel has caused damage to property ..	68
VI. Flow chart.....	70
VII. Sample forms.....	71
Chapter 7 Collision	
I. Cause of a collision accident.....	76
II. P&I Insurance .....	76
III. Notification of the collision accident .....	77
IV. What to do in a collision accident.....	78
V. Various investigations .....	80
VI. Important points on a collision accident.....	81
VII. Conclusion.....	81
VIII. Flow chart.....	82
IX. Sample forms .....	83
Chapter 8 Oil Pollution	
I. Oil Pollution Incidents.....	90
II. P&I Insurance .....	91
III. Reporting of Incidents .....	91
IV. Steps to be taken following incident.....	92
V. How to cope with various investigations.....	94
VI. Points to be noted.....	94
VII. Summary .....	95
VIII. Flow chart.....	96
IX. Sample form and Key maps.....	97
Appendix	
MASTER'S CHECK LIST .....	102
Standard Form Letter of Indemnity	
Form AA .....	107
Form BB .....	111
Form CC .....	115

Chapter 1

# Crew Claims



# Crew Claims

## I. Major crew claims and insurance coverage

Major crew claims are divided into five categories, i.e., injury, illness, loss of life, missing, and jump ship. Payment for crew claims occupies more than 30% of the total amount covered by the Association. Even after the implementation of the ISM Code and members' efforts to keep a high standard of safety, the number of crew claims is still high and claims of this type are one of the most concern for the Association. The scope of the coverage of crew claims is stated in our Rule 19. Main items covered are as follows:

- Medical expenses
- Repatriation expenses
- Substitution expenses
- Sickness allowance
- Disability allowance
- Death compensation and funeral expenses
- Search and rescue expenses
- Loss of personal effects
- Deviation expenses during search and rescue, and bringing crew to unscheduled port for hospitalization

\*The amount of coverage is decided in accordance with the conditions of the respective employment contract and/or the applicable laws.

## II. The causes of injury and illness

### A. Major causes of injury are as follows:

- Slipping and falling
- Losing balance and falling from high place
- Falling from a step during painting work
- Squashed by collapsed cargo
- Hit by cargo fallen from crane
- Hit by wire or rope

- Stuck in a door, pontoon and cargo
- Bumped, stuck, hit and cut by objects
- Foreign objects stuck in eyes during grinding or chipping
- Pinched and wounded by machinery in operation
- Exposed to steam, fuel, poisonous liquid cargo
- Low back injury by lifting heavy materials
- Explosion in an engine room or cargo tanks
- Fire
- Falling with a life boat during drill
- Collision

In order to prevent injuries, it is essential to keep daily education and training in respect of a safety of working environment and maintenance of the vessel and equipment.

Recently, several unfortunate losses of lives have been reported as caused by explosion of chemical tankers during tank cleaning. It is highly recommended to take steps of gas freeing and gas detection using gas detectors before entering tanks. Fire works adjacent to chemical cargo tanks should be prohibited.

**B. Major diseases of crew are as follows:**

- Appendicitis
- Ureteral calculus
- Hypertension
- Gastritis
- Heart disease
- Gallstone
- Hemorrhoids
- Diabetes mellitus
- Cerebral infarction
- Liver dysfunction
- Mental disease

It is submitted that many of the above illness come from unhealthy lifestyle such as overdrinking, overeating, smoking, unbalanced diet and lack of exercise. Lifestyle related diseases can be prevented by improving lifestyle such as



controlling diet (eating less between meals, doing healthy diet, avoiding one-side diet), regular exercise and lessen intake of alcohol and smoking. Health control on board is the must.

### **C. Other accidental injuries**

- Unconsciousness due to a shortage of oxygen caused by insufficient gas freeing of cargo tanks or cofferdam
- Trapped in a concealed place
- Food poisoning
- Quarrel, suicide, assaulted by ruffians or pirates
- Traffic accident ashore

## **III. Steps to be taken after the accident**

### **A. Injury and Illness cases**

Minor injuries will be curable with first aid on board or medical attention ashore at the next port. In a serious case, however, an immediate medical procedure has to be taken. If the vessel is in port, the injured or diseased crew member can be ferried to a hospital by an ambulance but if it happens at sea, medical procedure has to be taken on board. Proper and prompt care is vital. The following steps should be considered and taken:

- First aid
- Notice to the owners and managers to seek advices
- Consultation with rescue center through INMARSAT or the radio
- Alteration of course to the nearest port
- Request for a paramedic or rescue helicopter
- Request for assistance of P&I correspondents

In an injury case, the time, date, place and cause of injury should be recorded. The evidence should be preserved and a witness statement should be taken. These documents will be helpful in investigation by authorities.

In an illness case, proper aid and medical care should be provided, getting the detailed symptoms from the sick crew member.

### **B. Missing cases**

- Check with other crew members when and where the missing crew member

was last seen on board

- Check in the missing crew member's cabin to find any sign for missing
- Search on board (especially concealed places)
- Sea search extend to the area where the crew member was last seen on board
- Notice to the owners, managers, agents and relevant authorities
- Notice to the nearest P&I correspondents

### **C. Jump ship cases**

- Investigation of the crew member's belongings (passport, valuables, any sign for jump ship)
- Interviews with fellow crew members
- Notice to the owners, managers, agents and relevant authorities
- Notice to the nearest P&I correspondents

For prevention of jump ship, it is advisable for the Master to keep passport, seamen's book and license of all the crew members.

## **IV. Cautions in investigations**

In an injury, loss of life, missing or jump ship case, police and/or immigration officers come on board for investigation. In a loss of life case, an inquest will be conducted. Full cooperation should be given to formal inquiries by relevant authorities, but before answering questions, identity of the investigators should be confirmed. Answers to the questions should be truthful. When signing statement, the Master should carefully check its contents.

In a jump ship case, a fine or penalty might be levied by the immigration office, and security (letter of guarantee or cash guarantee) is required in some countries. In a suspected jump ship case, the Master should report to the owners, managers, agents and P&I correspondents.

## **V. Cautions in writing Master's Report**

Master's Report is an important evidence to judge whether the injury, illness or death is work related or not. Accordingly, the report has to be a truthful and objective based on the incident. If there are witnesses, their statements should also be obtained. Photos of the site and other evidence should be preserved.

## VI. Important points

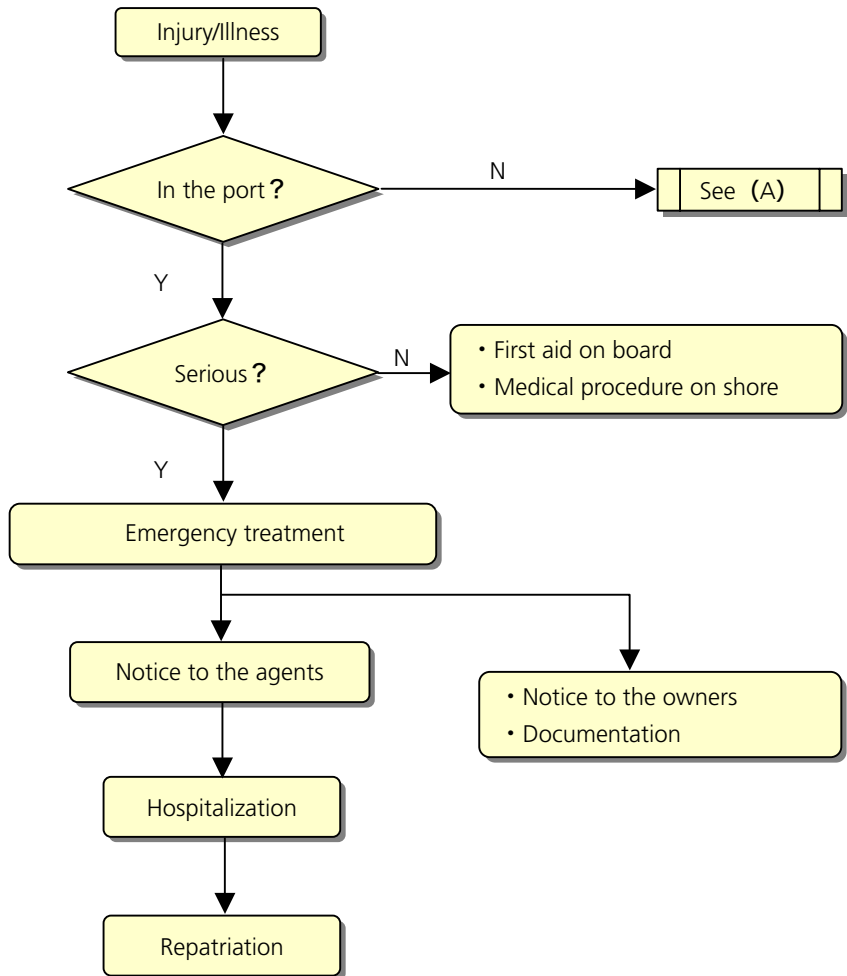
- Loss prevention by daily education, training and health control
- Stock of necessary medical kit and first aid training
- Careful decision in treatment and proper first aid
- Notice to owners, managers, agents, authorities and P&I correspondents
- Recording and writing statement of the fact and preservation of evidence

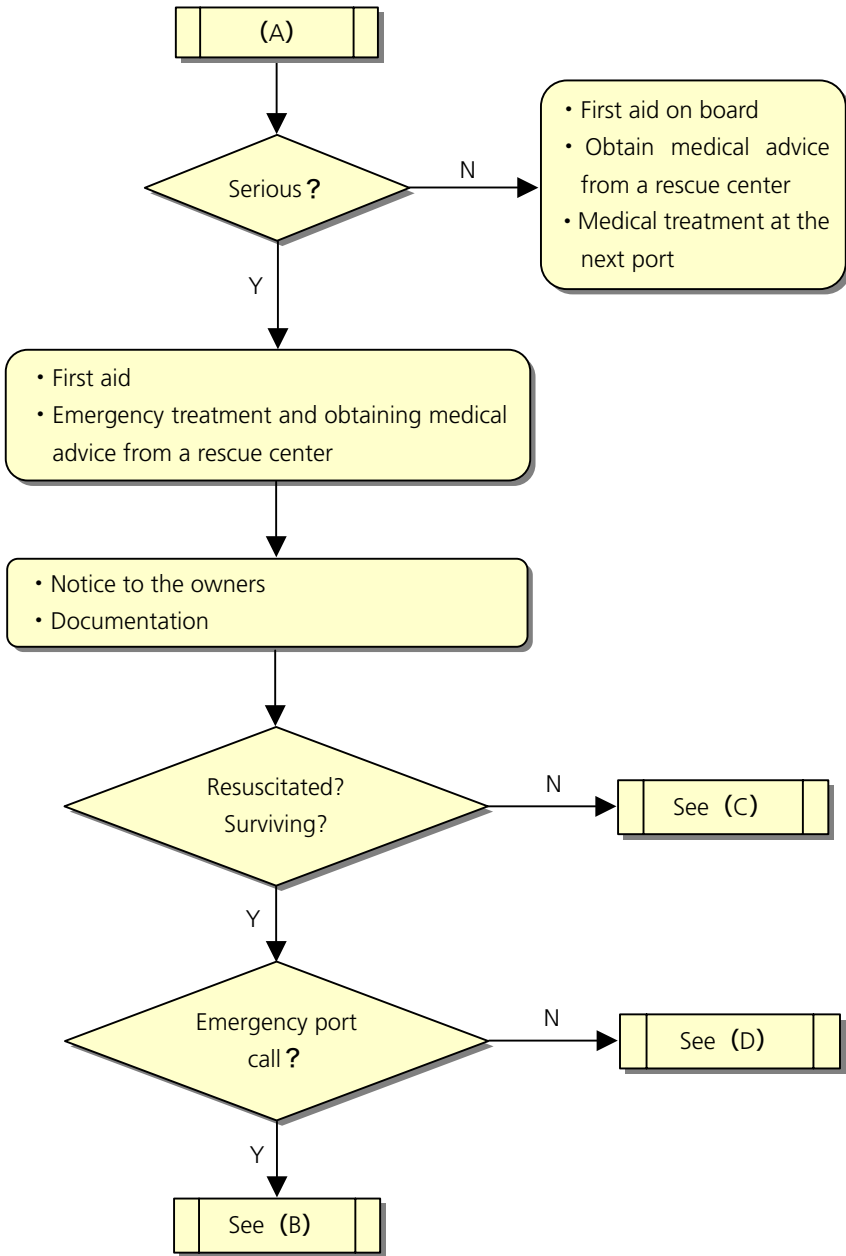
## VII. Necessary documents

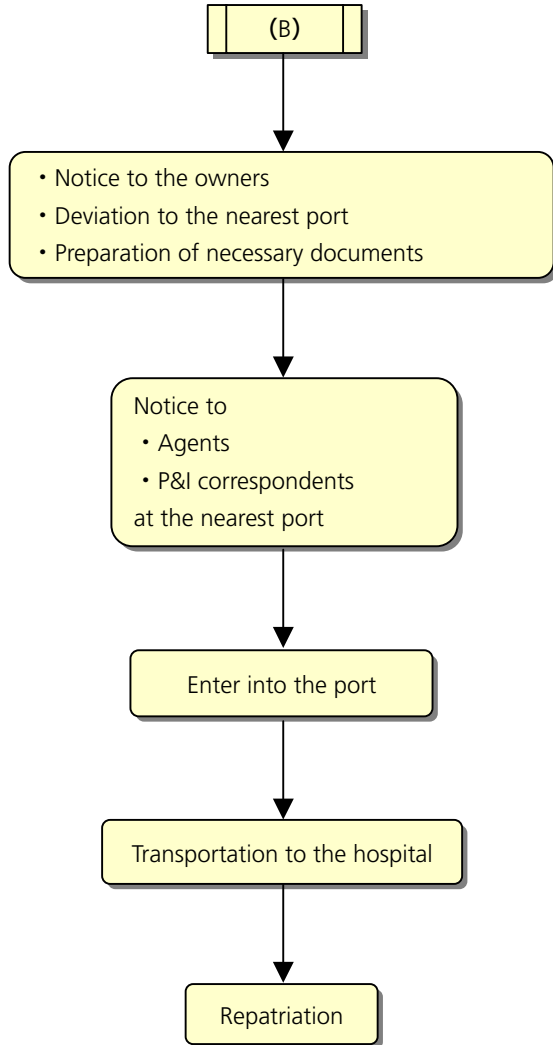
- Master's Statement of Fact
- Witness report
- Communications with the owners, managers, medical advisors and authorities
- Deviation report
- Photos of the place of incident



## VIII. Flow chart







(C)

Confirm the crew's demise based on doctor's instructions

- Cardio-respiratory arrest
- Dilation of the pupil

etc.

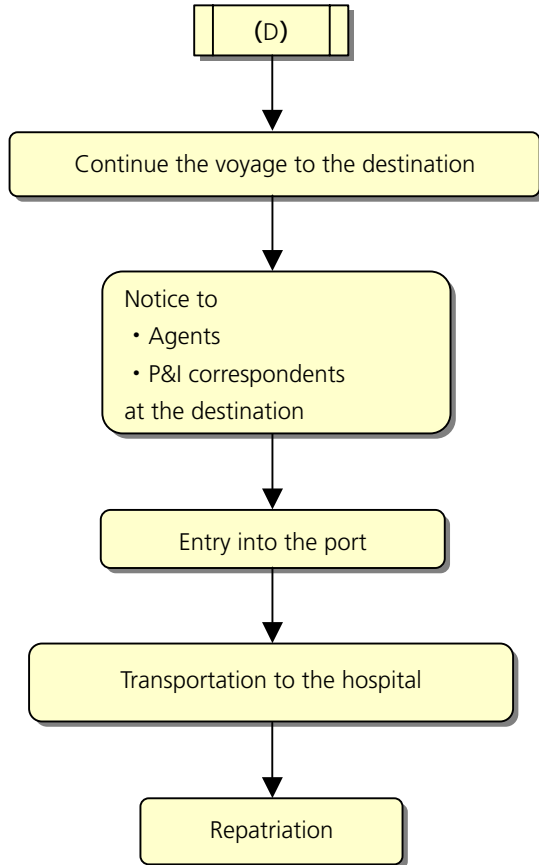
Notice to the owners and parties concerned

Maintain a corpse

Notice to agents and P&I correspondents at the destination

Entry into the port

Return the remain and mementos





## Chapter 2

# Stowaways and Refugees



# Stowaways and Refugees

## I. Stowaways

According to the IMO statistics, the number of vessels related to stowaways reported is 265 cases (574 stowaways) in the year of 2002 and 185 cases (481 stowaways) in 2003. High risk areas are East Africa and Caribbean ports. Stowaways are mainly from Morocco, Nigeria, Liberia, Congo, Algeria, Cameroon, Tanzania and Dominica. As to our members' vessels, about 60 cases out of about 2,000 ocean going vessels have been reported per year for the past 5 years.

Once a vessel sails from a port with stowaways on board, the vessel will incur considerable time, labor and expenses in removing them. Most of the countries are not willing to accept disembarkation of unidentified stowaways and therefore repatriation of stowaways through those countries is very difficult. Vigilant watch during port stay is encouraged not to allow their boarding and thorough search should be made before sailing from the port especially at high risk areas in respect of stowaways.

Following the amendments to SOLAS, the ISPS Code came into effect on 1st July 2004. It requires owners and vessels to enhance maritime security through several security plans including designating restricted areas on the vessel, conducting security patrol and controlling access of outsiders. Please observe the security plan and pay most attentions to avoid boarding of stowaways.

## II. P&I Insurance

Expenses to disembark and repatriate stowaways are covered by the Association. Main expenses are necessary costs to obtain their identification, food provided to them while on board, air fares and other transportation costs for repatriation, escort costs, agency fees and extra costs by deviation of the vessel for disembarkation.

## III. Actions to be taken

### A. Identification

Once stowaways are found on board, their identity should be clarified through

interviews and investigation of their belongings. The following actions are recommended:

1. to check passports or ID cards, if any
2. to ask name, address and other relevant information (Please see the sample questionnaires: "Information on Stowaways")
3. to ask where they came from and where they got on board
4. to check the purpose of the attempted stowing away and obtain their agreement to return to their home countries
5. to take photos and fingerprints of both hands
6. to confine stowaways to a secure area

## **B. Disembarkation**

1. Decision on the place of disembarkation

Earliest removal of the stowaways is desirable. The best way is to return to the port of embarkation. If several days have passed since the departure of the last port where the stowaways boarded, it is harsh for owners to return. In such case, the vessel needs to try to disembark them at subsequent ports of call. Usually it takes a considerable time and energy to succeed in the attempt. If the vessel is engaged in a regular trade, she can disembark them when she returns to the boarding port. The Association will advise Masters and members what options are available and how best the stowaway matters can be handled.

2. Appointment of P&I correspondents

Once the details of the stowaways are identified and the port to disembark them is decided, the Association will instruct its correspondents to take appropriate steps to disembark them.

## **C. Repatriation**

Once disembarkation and repatriation is accepted at a port, flight and other transportation should be arranged. For the repatriation, travel documents are necessary, and if required, escorts should be arranged. Agents and P&I correspondents will assist Masters in such arrangements.

## **IV. Points to be noted**

### **A. Difficulty in identifying stowaways**

Stowaways rarely possess their ID cards. They are usually not cooperative in interviews and try to deceive the crew in an attempt to delay their disembarkation and repatriation. Their answers about their nationalities and addresses may be untrue because they usually do not wish to be sent back to their home countries. In order to check if they speak the truth, interviews by interpreters or embassy clerks who speak the same first language are effective.

### **B. Fine or Penalty**

Some countries impose fines or penalty if a vessel enters any of their ports with stowaways on board or fails to give an advance notice to the authorities about the presence of the stowaways. Many countries require security guards whilst the vessel stays in their ports. Some countries impose hefty penalties if the vessel fails to keep the stowaways on board during the port stay.

### **C. Countries which are unlikely to accept entry of stowaways**

In our experience, the following countries are unlikely to accept disembarkation of stowaways:

Algeria, Belgium, France, Gambia, Haiti, Hong Kong, Italy, Japan, Kuwait, Mexico, New Caledonia, Norway, Saudi Arabia, Senegal, Singapore, South Korea, Taiwan, U.A.E. and U.K. etc.

If disembarkation is not accepted at the port, another attempt shall be made at the next calling port. If there is no chance to disembark the stowaways at scheduled ports, the vessel must consider the option of proceeding to an unscheduled port which accepts disembarkation.

### **D. Formalities**

Even though it seems possible to disembark stowaways under laws or regulations, sometimes it is difficult in practice because it takes a considerable time to obtain permission. Special attentions should be paid to formalities, since there might be some restrictions and requirements, such as limited duration of stowaways' port stay, arrangements of security guards, vaccination, quarantine and doctor's health check.

### **E. Drug smuggling**

If the stowaways boarded from a high risk area of drug smuggling, they should be suspected of carrying drugs. Thorough search of the vessel is necessary. If drugs are found on board, the relevant authorities will commence intensive investigations which may result in delay of the vessel's departure. If drug smuggling is suspected, Masters are recommended to report the fact to the relevant authorities at the destination as soon as possible.

### **F. Recovery from stowaways**

Owners are entitled to recover costs incurred from the stowaways, but it is almost impossible to do so from them.

### **G. Treat stowaways humanly**

Stowaways are nuisance but should be treated humanly. Handcuffs or binding should be prohibited, forced labor on board should not be given, and foods should be provided properly. If stowaways are not treated humanly, the crew and/or officers will be punished in some countries such as Brazil.

### **H. Best protection**

Best protection from stowaways is to make every effort to prevent boarding of stowaways. In a high risk area, the following efforts are recommended in addition to usual ISPS requirements:

1. raising of security level
2. strengthening of monitoring weather deck and seas around the vessel
3. careful watch of loading cargo and provisions
4. careful check of boarding labors and their belongings
5. vigilant patrol on board
6. thorough search of stowaways before and after sailing from the port

Stowaways often hide in the following places:

1. concealed place on upper deck
2. cargo hold and car deck
3. crane compartment
4. rudder trunk

5. life boat
6. container
7. funnel

As to the above 4, it is difficult to check before and after departure. To prevent hiding in the rudder trunk, it is advisable to place gratings on the opening of the rudder trunk.

## **V. Refugee**

Once a vessel has saved refugees and taken them on board, the vessel usually proceeds to the destination and seeks for protection by UNHCR (United Nations High Commissioner for Refugees). It depends on the government of the respective countries whether or not the country accepts landing of the refugees. Therefore, the assistance of the vessel's agents, P&I correspondents and UNHCR are necessary.

### **A. Actions when the vessel rescued refugees**

1. to give a notice to the agent (Please see the sample form "Information on Refugees" attached)
2. to request the agent to report to Port Authorities, Immigration Offices, UNHCR and Embassy of the flag state

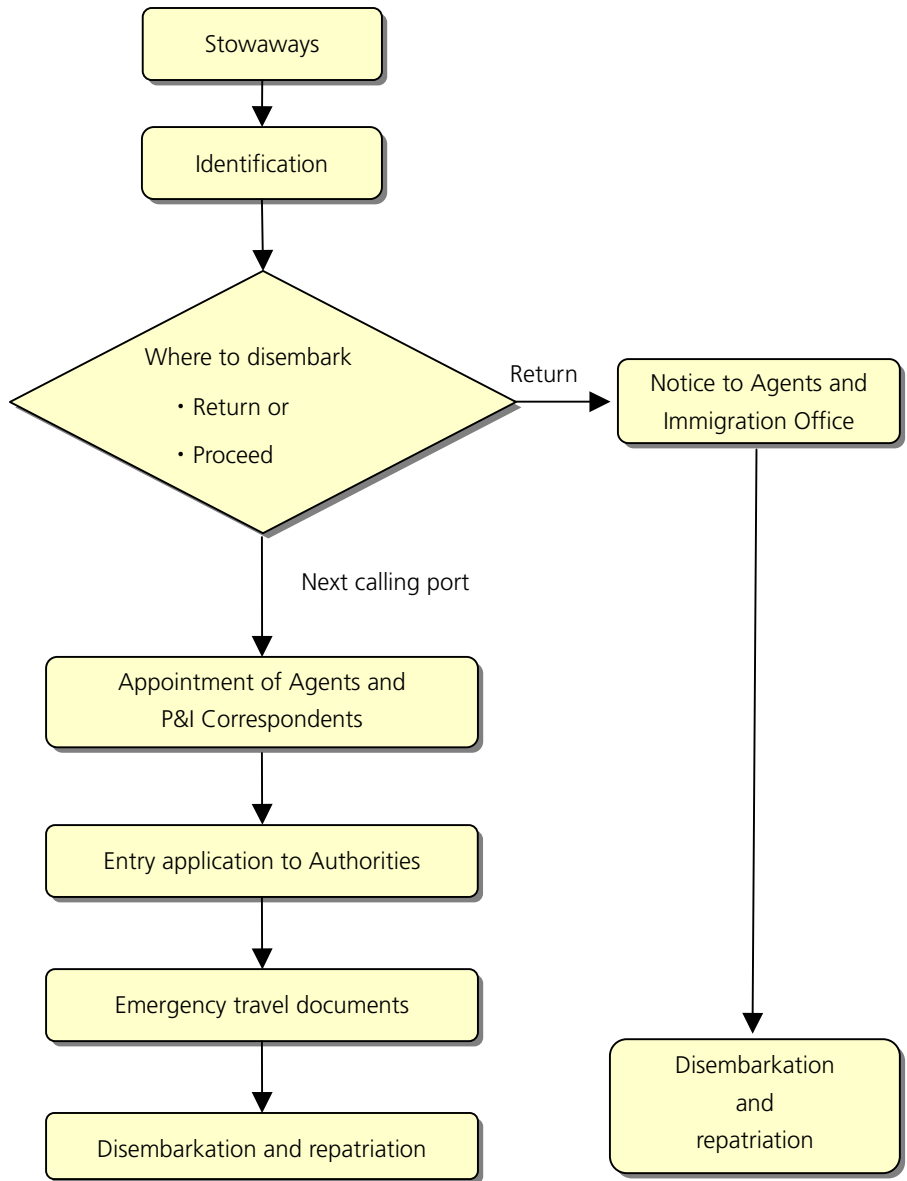
### **B. Reimbursement from UNHCR**

The following expenses can be recovered from UNHCR:

1. Daily expenses to keep refugees
2. Expenses incurred by rescue

The Association will assist members in making claims for a refund from the UNHCR. For recovery process, Masters are requested to keep all the necessary receipts and vouchers of the expenditure, and forward them to the Association through owners or managers.

## VI. Flow chart



## VII. Sample Forms

A. Information on Stowaways

B. Information on Refugees





## Information on Stowaways

### A The Vessel's Information

1	Name of vessel
2	Inmarsat Number (Phone, Fax, Telex)
3	Callsign / IMO Number
4	Registry
5	Name of Master
6	Name of the owners
7	Address of the owners
8	Last port & departure date
9	Next port & ETA
10	Agent in next port
11	Contact details of agent

### B Description

1	Height(cm)	Photograph
2	Weight(kg)	
3	Gender (Sex)	
4	Complexion	
5	Colour of eyes	
6	Colour of hair	
7	Form of face	
8	Marks/Characteristics	

### C Personal Details

1	Surname
2	Name
3	Christian Name
4	African Name
5	Date of Birth
6	Place of Birth
7	Nationality
8	Religion
9	Tribe

- 10 Home address
- 11 Languages (spoken & written)
- 12 Passport Number
  - When issued
  - Where issued
  - Date of expiry
  - Issued by
- 13 ID card Number
  - When issued
  - Where issued
  - Date of expiry
  - Issued by
- 14 Other document (e.g. Seaman's Book)
  - Kind of Document
  - Number of Document
  - When issued
  - Where issued
  - Date of expiry
  - Issued by
- 15 Father's Name & address
- 16 Mother's Name & address
- 17 Marital status
- 18 Name of spouse & address
- 19 Details of children
  - Full name
  - Address

#### D Boarding information

- 1 When on board
- 2 Where on board
- 3 Intended destination
- 4 Reason for boarding
- 5 Method of boarding
- 6 Date/time found on board
- 7 Hiding place
- 8 Place of discovery

E Finger Print

Right Hand	Thumb	Forefinger	Middle Finger	Ring Finger	Little Finger
Left Hand	Thumb	Forefinger	Middle Finger	Ring Finger	Little Finger

## Information on Refugees

### A The Vessel's Information

- 1 Name of vessel \_\_\_\_\_
- 2 Inmarsat Number (Phone, Fax, Telex) \_\_\_\_\_
- 3 Call Sign / IMO Number \_\_\_\_\_
- 4 Registry \_\_\_\_\_
- 5 Name of Master \_\_\_\_\_
- 6 Name of the owners \_\_\_\_\_
- 7 Address of the owners \_\_\_\_\_
- 8 Last port & departure date \_\_\_\_\_
- 9 Next port & ETA \_\_\_\_\_
- 10 Agent in next port \_\_\_\_\_
- 11 Contact details of agent \_\_\_\_\_

### B The Refugees' Information

- 1 Number of Refugees on board \_\_\_\_\_  
Male \_\_\_\_\_  
Female \_\_\_\_\_
- 2 Nationality \_\_\_\_\_
- 3 The reasons of refuge \_\_\_\_\_
- 4 The date/time of rescue \_\_\_\_\_
- 5 The place of the rescue \_\_\_\_\_
- 6 The situation of the rescue \_\_\_\_\_
- 7 The condition of the refugees' health \_\_\_\_\_
- 8 The necessity of Emergency Medical Procedure (if any) \_\_\_\_\_

## Chapter 3

# Personal Injury



# Personal Injury

## I. Personal injury

In this chapter, we will focus on personal injury claims caused on board and/or near vessels other than those caused by collisions. Injury incidents often occur at the time of boarding or disembarking vessels or on shore in the vicinity of vessels. The proper maintenance of the safe working conditions of a vessel and its equipment would be indispensable in order to avoid possible risks of injuries. In this regard, crew should be trained and acquainted with the rules for safe working procedures.

During a vessel's stay in a port, various types of personnel such as pilots, agent's clerks, officers of relevant authorities, ship chandlers and longshoremen visit on board the vessel. There are also many shore workers who work for vessels such as mooring line handlers, longshoremen and terminal operators. Every measure should be taken to avoid injuries to such workers. If such workers sustain injuries due to unsafe conditions of the vessel, its equipment or crew's negligence in operation, owners of the vessel would be held liable for such injury and, if so, have to pay compensation and extra expenses.

We will pick up examples of personal injury claims:-

- A longshoreman slipped on deck which resulted in low back injury. He alleged that he slipped due to oily substances on deck.
- An authority officer fell into the sea while climbing up a gangway ladder and got injured. He alleged that he fell due to poor maintenance of the ladder.
- A sandlead of heaving line thrown by a crew hit a line man on shore and injured him. He asserted that the cause of the incident was careless handling of the sandlead by the crew.
- During mooring operation of a vessel, a mooring line was parted and hit a shore worker, which resulted in a severe injury to him. The injured asserted that the mooring line was parted due to poor maintenance of the line.
- A longshoreman fell into a hold as a result of a broken step of the hold ladder. He complained about the poor maintenance of the steps of the hold ladder.

- A pilot fell into the sea at the time of his transfer from a pilot boat to the vessel and died. His bereaved family alleged that the fatal incident was caused by the ship's change of the course and speed when he was stepping onto the vessel's pilot ladder.
- A female visitor putting high heeled shoes stumbled on the non-slip metal of ship's stairs and fell to the floor. Her compensation from the shipowners was reduced to one-half because of her contributory negligence of putting on high heeled shoes when visiting high risk area such as vessels.

Usually, the injured party alleges that the vessel was unsafe and/or the crew's negligence and claim compensation from the owners of the vessel in tort. Their demand includes loss and damage such as medical expenses, loss of income during medication and pain and suffering. Sometimes their settlement demand would be unexpectedly high.

## **II. P&I Insurance**

Members' liabilities for the injury to third parties are covered by the Association. In an injury case, medical expenses, loss of income and pain and suffering are main items of the claim. Funeral expenses would be added in a fatal injury case.

## **III. Notification**

If an injury accident happens on board or on shore in relation to the vessel's operation, please notify the situations as quickly as possible to a local P&I correspondent, owners, managers, agents, police and authorities as necessary. If a case appears to be serious, lawyers' advice and assistance would be necessary for preparation of a possible legal action.

Necessary information to P&I correspondents would be:

- The name of the vessel
- The time and place of the incident occurred
- Involvement of personal injury
- The extent of the injury
- Circumstances and surrounding conditions of the injury
- Possible cause of the injury
- Contact details of the vessel's agent

- ETA/ETD of the vessel

#### IV. Actions to be taken

Initial actions to be taken by Masters and crews are:

1. Rescue and first aid
2. Investigation of the situations leading to the incident
3. Investigation of the scene of the incident and the cause of the incident
4. Investigation of possible contributory negligence of the injured or the third parties
5. Preparation and preservation of the evidence, such as
  - a. Master's statement of fact, which includes the information suggested in the above III.
  - b. Statements of witnesses
  - c. Photos
  - d. Condition of the place of the incident
  - e. Record of weather condition, sea condition, maintenance of equipments involved
  - f. (In case of injury on the sea) Record of the place of injury, the vessel's manoeuvring and engine motion (such as charts in use, bell book, course recorder, quarter master's log)

If a claim goes to court, depositions of crew and officers might be required. Thus, correspondence procedures with them should be arranged in case of summons.

6. Obtaining acknowledgement from the responsible third parties

If an incident happens due to other parties' faults, the Master should try to obtain a written acknowledgement from such parties as evidence, stating that the incident happened by their fault and that the vessel is not liable to the injury.

On the other hand, if the Master is requested by the injured for his signature on their statement, he should carefully read its contents. If the statement appears incorrect and harmful to the vessel's interests, please refrain from signing. If it is difficult to resist, please sign with the remark **"Without prejudice and Receipt only"**.

#### V. Cautions

When a vessel is at a berth, it is not usual that injury accidents are witnessed by any



of the crew. Not all injury cases are reported to the Master at the port. A claim might be lodged against owners long time after the incident. In such a case, officers and crew have little knowledge or recollection about the case and the vessel has little evidence, which supports that the vessel is not liable. If an injury is reported on board or on shore, it is advisable to obtain all available information and record the occurrence of the injury on the log book. If the injury is serious, please contact a local P&I correspondent and request surveyor's attendance.

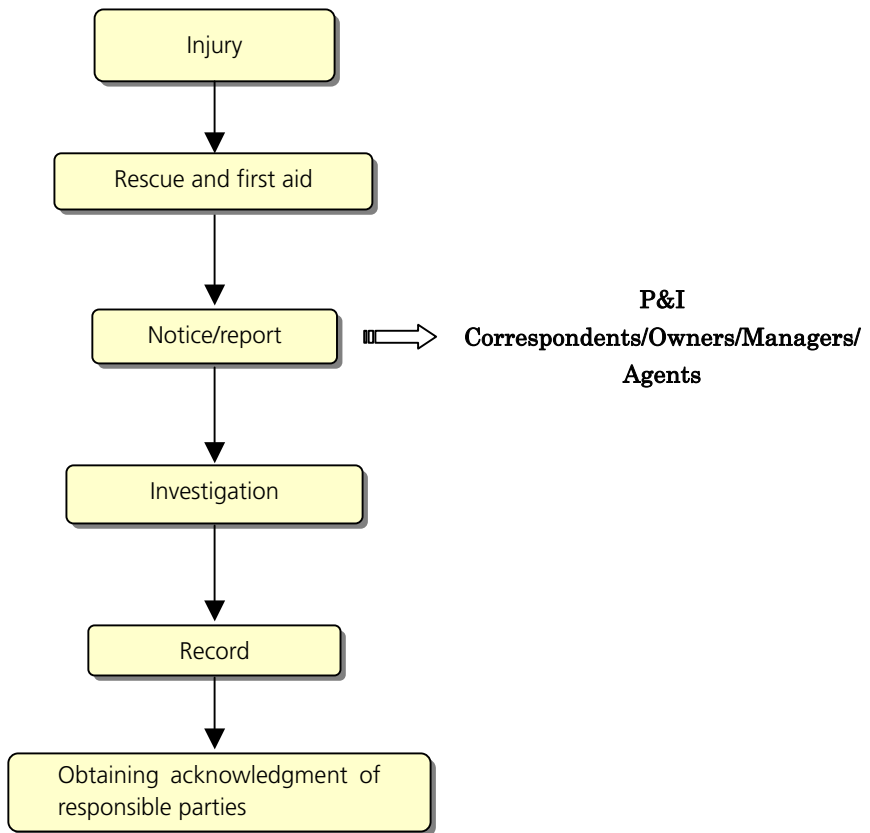
## **VI. Advices**

If there is any injury incident at a port,

- obtain all available information immediately after the incident and record it,
- obtain acknowledgement from other responsible parties, and
- keep the officers and crews contactable even after they are signed off.

It is advisable for the Master to make it a rule to obtain "No injury report" from a foreman of the stevedores after their completion of cargo work.

## VII. Flow chart



## VIII. Sample forms

A. Acknowledgement

B. No injury report



# Sample Form A

TO WHOM IT MAY CONCERN

M/V:  
VOY. NO.:  
PORT:  
DATE:

## ACKNOWLEDGEMENT

I, " name ", got injured in the " part of injured " due to  
" reason " at TT:MM, DD/MM/YY, at  
" place ".

I hereby confirm the accident arose only due to my carelessness and the vessel has no responsibility for the above.

Name:  
Stevedore Company:

Signature/Date: \_\_\_\_\_

# Sample Form B

TO WHOM IT MAY CONCERN

M/V:

VOY. NO.:

PORT:

DATE:

## NO INJURY REPORT

We the undersigned hereby confirm and certify that no accident occurred and no injury was sustained by any longshoreman and/or any other person of the stevedore company, while this vessel was alongside the berth from \_\_\_\_\_ to \_\_\_\_\_ undergoing cargo loading and/or discharge operation.

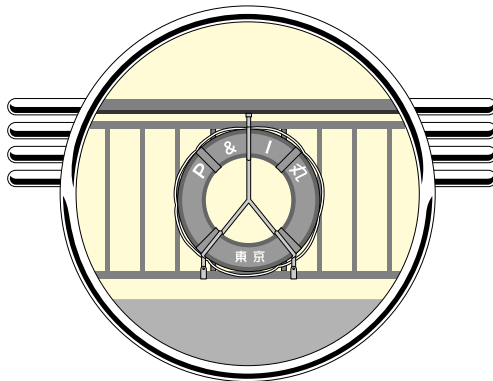
We hereby certify that the above is true and correct.

Stevedore Company: \_\_\_\_\_ Master of M/V \_\_\_\_\_

Agent: \_\_\_\_\_ C/Officer: \_\_\_\_\_

Chapter 4

# Cargo Claims



# Cargo Claims

## I. Cargo claims

Due to its frequency and the amounts involved, P&I Clubs are much concerned about the cargo claims. Our record shows, the reported cargo claims in 2005 policy year is counted approx. 1,900, whilst the total number of all kinds of claims reported in the same policy year is approx. 4,500. The cargo claims occupy about 42.2% of the all claims.

Most of the cargo loss or damage resulting cargo claims can be prevented by a proper maintenance of vessels and proper care of cargo. If a vessel causes loss or damage to her cargo and if carriers are held liable, carriers would have to compensate cargo interests for their damages. Furthermore, extra time and costs will be incurred in discharging the damaged cargo. In the worst case, cargo receivers might refuse to take delivery of the damaged cargo, that results in delay in the vessel's departure. Moreover, carriers' reputation may be deteriorated, which might result in loss of business. Accordingly, carriers are required to take proper care of cargo throughout their loading, navigating, discharging and delivering operations.

Major types of cargo claims and their typical causes are as follows:

### A. Wet damage

- Insufficient water tightness of hatch covers
- Bilge water remained in holds
- Rain during loading/discharging
- Dew condensation
- Ingress of ballast water into holds
- Crack of shell plate

### B. Physical damage

- Cargo collapse
- Insufficient or improper lashing

### C. Shortage

- Different methods for measures
- Adhesion of cargo to holds/tanks
- Spillage during loading/discharging
- Cheating by stevedores

### D. Contamination

- Contamination with previous cargo
- Contamination with cleaning water
- Contamination with tank/hold rust
- Ingress of sea water
- Cross contamination with cargo stowed in adjacent tanks due to cracks/ pinholes on the bulkhead
- Defects in or mishandling of valves of pipelines

### E. Heat damage

- Fuel overheating
- Nature of cargo
- Insufficient ventilation

### F. Over-ripen or cold damage to reefer cargo, and defrost damage to frozen cargo

- Insufficient pre-cooling of holds
- Improper temperature management
- Malfunction of reefer unit
- Rise of hold temperature during loading/discharging
- Nature of cargo
- Insufficient ventilation
- Error in defrosting of reefer unit

## II. P&I Insurance

Liabilities and costs arising out of a breach of the contract of carriage by Members to load, handle, stow, carry, keep, care for, discharge or deliver the cargo shall be covered by the Association. Extra expenses of discharging and disposing of or re-stowing the damaged cargo shall be covered by the Association insofar as these costs cannot be recovered from cargo owners or other parties.



### **III. Actions to be taken in case of cargo damage**

#### **A. Arrangement of survey**

If cargo damage is found, please contact P&I correspondents to ask for arrangement of a survey.

Necessary information to be given to correspondents would be as follows:

- Name of the vessel
- Date of the incident
- Place of the incident
- Particulars of the cargo (commodity description, quantity of damaged cargo, extent of the damage, location of stowage, B/L No.)
- Loading port, loaded quantity
- Suspected cause of the damage
- Contact details of the agent
- ETA/ETD of the vessel

#### **B. Mitigation of damage**

All possible measures for mitigation of damage should be attempted unless such would involve a risk to the vessel's safety navigation or operation or further risk of damage to cargo.

#### **C. Recording**

##### **1. Photos**

It is advisable to take photos of the damaged cargo and the suspected causes. These photos will be helpful to support Members' defense.

##### **2. Log book entries**

In addition to the aforementioned information (III-A.), sea conditions, weather and wind force should be recorded in the Log book.

##### **3. Sea Protest**

Sea Protest should be filed at next calling port, if the damage was caused by rough seas.

### **IV. Cautions in survey**

The vessel may receive several visitors including surveyors who represent cargo interests or charterers at the port. The Master has to identify each visitor and deal

with them properly. Following are cautions in survey:

- A. Identify on whose behalf the surveyor has come on board.
- B. Fully cooperate with your P&I surveyor
- C. Investigation by cargo interests' or charterers' surveyors should not be allowed until your P&I surveyor finishes his investigation. Your P&I surveyor should attend opposing surveyors' investigation.
- D. No access of cargo interests' or charterers' surveyors should be allowed to the vessel's documents or the place where damage of cargo or its cause was suspected to occur unless it is approved by the owners or courts. Please consult with your P&I surveyor as necessary.
- E. In case you are requested by cargo interests' or charterers' surveyors to sign some document, please carefully read it before signing. If it states about liability, please resist signing. If it states only about the fact of damage, just sign with the remarks "Without prejudice, receipt only".

## **V. Duty of carriers**

Most of the cargo damage can be prevented by a proper maintenance of the vessel and suitable care and handling of the cargo. The Hague/Hague-Visby Rules stipulate the following obligation of carriers:

### **A. Maintenance of seaworthiness**

Before and at the beginning of the voyage the carriers shall be bound to exercise due diligence to:

1. Make the ship seaworthy.
2. Properly man, equip and supply the ship.
3. Make the holds, reefer chambers, and all other parts of the ship where goods are carried, fit and safe for their receipt, carriage and preservation.

### **B. Cargo care**

The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

If carriers have fulfilled the above obligation, most of the cargo damage can be prevented and even though damage occurs, carriers can be exempted from liability for the damage by virtue of the Hague/Hague-Visby Rules.

## **VI. Points to notice in carriage of goods**

### **A. At loading port**

The cargo might have been damaged before loading. If a clean B/L has been issued without putting proper remarks, carriers may confront with unexpected cargo claims from receivers/charterers. Accordingly, it is necessary to check pre-loading conditions of cargo. If pre-loading damage is found, the Master should give notice to owners, and other parties concerned and try to avoid loading the damaged cargo. If damaged cargo has already been loaded on the vessel, it is advisable to ship back the cargo and reshipe sound cargo as far as practically possible. If it is mutually agreed to load the damaged cargo, proper remarks should be made on Mate's Receipt and B/L.

Cargo damages might happen during loading by a sudden rain or stevedores' rough handling of cargo. If rain is anticipated and the cargo is subject to damage by rain, a duty officer of the vessel should watch the weather carefully and in case it is likely to rain, loading work should be suspended and hatch covers should be closed until the weather gets better.

Customarily, the quantity of cargo is stated on the B/L in accordance with shippers' declaration. The vessel should check the accuracy of the declared quantity as far as possible. If there is a discrepancy between the figures, the Master should notify to the parties concerned and should appoint a surveyor to verify figures.

#### **- Steel Products**

Steel products are one of the cargo which are subject to damage. In a carriage of finished steel products, it is advisable to take photos of pre-loading condition of the cargo. If rust is visible, pre-loading survey is helpful for defense from possible cargo claims. The Association will cover necessary pre-loading survey fees for finished products. However, surveys for semi-products would not be necessary.

### **B. During voyage**

#### **1. Cargo care**

Manner of cargo care differs from each kind of cargoes. The vessel should comply with instructions from shippers and charterers. If any damage is found in the

cargo, the vessel should notify to owners, managers and charterers so as to discuss mitigation of damage.

## 2. Lashing check

Periodical lashing check is encouraged.

## 3. Ventilation

Weather conditions and difference of temperature/humidity between inside and outside of holds should be carefully checked together with ventilating system.

### **C. Discharge and delivery**

Pre-discharge conference should be held as necessary with receivers, stevedores, agents, customs, quarantine and other parties concerned. While raining or when rain is anticipated, discharge work should be suspended and hatch covers should be closed as a matter of urgency, especially if the cargo is moisture sensitive. If cargo is damaged by stevedores' rough handling, the Master should issue a Letter of Protest to stevedores and obtain their acknowledgement of liability. Such incident should be recorded on the log book and reported to receivers and charterers as well as owners.

If cargo damage (such as wet damage and physical damage) is found upon opening hatch covers, the Master should notify to P&I correspondents and request arrangement of prompt surveys.

### **D. Summary of points**

#### 1. At loading port

- Due diligence to make the vessel seaworthy
- Inspections of conditions of cargo holds or tanks
- Inspection of pre-loading conditions of cargo and sampling of cargo
- Cautions for probability of rain
- Prevention of stevedores' rough handling
- Tallying and/or sounding of cargo quantity
- Prevention of pilferage
- Verification of cargo documents, such as Mate's Receipt and B/L

#### 2. During voyage

- Ventilation and temperature management of holds, and periodical sounding of hold bilge (sounding)
- Recording on log book about conditions of cargo, weather and seas
- Taking safe navigation course and changing course avoiding rough seas
- Inspection of lashing
- Prevention of fuel overheating

### 3. At discharging port

- Inspection of pre-discharging conditions of cargo and sampling of cargo
- Tallying and/or sounding of cargo quantity
- Cautions for possible rain
- Prevention of stevedores' rough handling
- Prevention of pilferage
- Receipt of Dry Certificate

## VII. Check List for prevention of cargo damage

### A. Seaworthiness

- Hatch covers and other openings on deck
- Holds and tanks
- Shell plates, bulkheads and tanktops
- Cargo pumps
- Reefer units

### B. Loading/discharging

- Pre-loading condition of cargo
- Quantity of cargo
- Loading plan
- Stowage and lashing
- Complete loading of cargo
- Sufficient stock of well-maintained lashing materials on board
- Proper maintenance of derricks and wire ropes
- Cargo pumps
- Readiness of closing a hatch in case of rain
- Prevention of stevedores' rough handling
- Prevention of pilferage
- Prevention of short/over landing

### **C. During the voyage**

- Ensuring tight lashing
- Prevention of ingress of seawater
- Prevention of fuel overheating
- Temperature management and proper ventilation
- Checking on appropriate bilge level

## **VIII. Necessary documents to be prepared in case of cargo damage**

In case of cargo damage, the Master is requested to prepare his statement, cargo documents, related ISM manual check list and other relevant documents. The following is a list of necessary documents which are usually required to prepare.

### **A. Damage by rough seas**

- Sea Protest
- Deck log book
- Master's report on navigation to avoid rough seas

### **B. Shortage**

- Letter of Protest
- Draft survey report
- Ullage report
- Dry certificate

### **C. Contamination**

- Pre-loading tank inspection certificate
- Stowage plan
- Report on method of tank cleaning

### **D. Heat damage**

- Chief engineer's report on heating of fuel oil
- Stowage plan

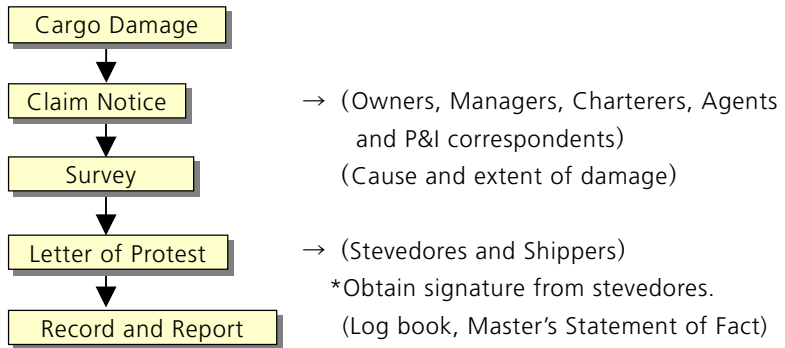
### **E. Over-ripen of or cold damage to refrigerated cargo and defrost damage to frozen cargo**

- Report on pre-loading condition of cargo

- Temperature record during the voyage
- Ventilation record during the voyage

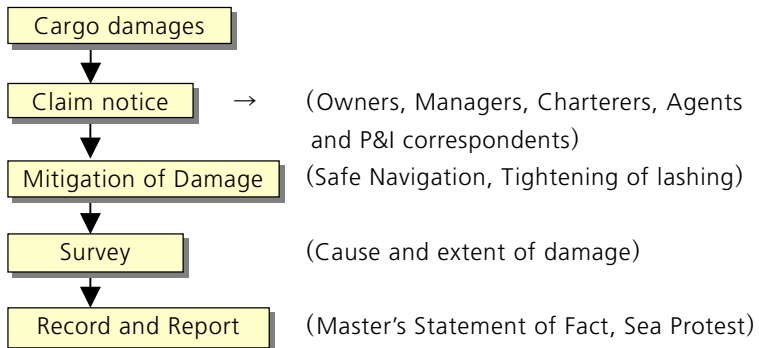
## IX. Flowchart

### A. Cargo damage at load port (e.g. Damage by stevedore's rough handling)

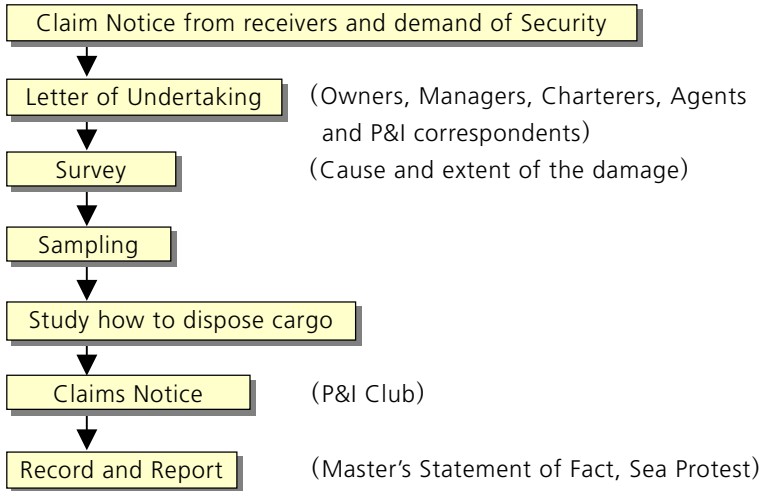


### B. Cargo damage during the voyage

(e.g. Cargo collapse and/or water ingress during rough seas)



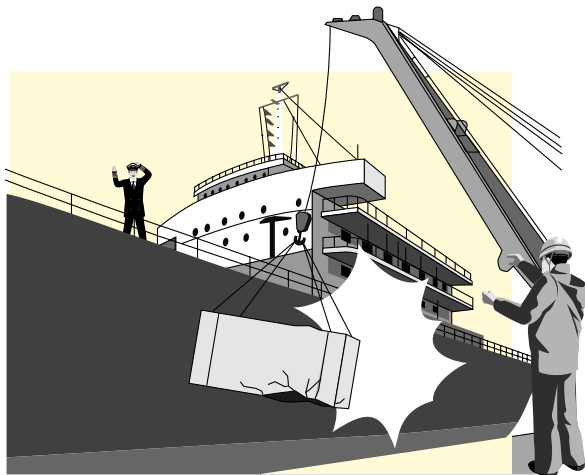
C. Off-spec of cargo and receivers' refusal of taking delivery and demand of security



X. Sample Forms

A. Letter of Protest to stevedores

B. Letter of Protest to shippers regarding short loading





# Sample Form A

Date:

Messrs.

Dear Sirs,

## LETTER OF PROTEST

M.V.

Voy.

Port

This is to advise you that the following cargo was damaged by rough and/or improper handling by you as stevedores:

B/L No.:

Description of Cargo:

Stowage:

Damaged Condition:

We hereby hold you fully responsible for the damage to the subject cargo and we shall not be responsible for any and all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said damage.

Kindly acknowledge receipt of this letter by signing at the space below.

Yours faithfully,

Master: \_\_\_\_\_

We hereby confirm receipt of this letter and accept the above.

Stevedore Company: \_\_\_\_\_

# Sample Form B

Date:

Messrs.

Dear Sirs,

## LETTER OF PROTEST

M.V.

Voy.

Port

This is to advise you that the quantity of the cargo loaded on the vessel at this port is as follows:

Description of Cargo:

Destination of Cargo:

Stowage Tank:

Shore figures given by Shippers (A) :	<u>MT</u>
Ship's figures by ullaging/draft survey (B) :	<u>MT</u>
Discrepancy between both figures (A-B) :	<u>MT</u>

Whereas the said discrepancy being beyond vessel's control, the Owners, the Master, the Vessel and the Crew are not responsible for any dispute and all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said discrepancy.

Kindly acknowledge receipt of this letter by signing at the space below.

Yours faithfully,

We hereby confirm receipt of this letter and accept the above.

Master: \_\_\_\_\_

Stevedore Company: \_\_\_\_\_

Chapter 5

# Salvage Agreement and SCOPIC



# Salvage Agreement and SCOPIC

## I. Salvage Agreement

In case a vessel has experienced problems or has been involved in casualties that require salvors' assistance, a Master usually notifies the situation to owners and asks them to arrange salvors to attend. Then, the owners consult with their Hull & Machinery (hereinafter "H&M") Underwriters to appoint the salvors. Upon making a salvage agreement, the salvors commence a salvage operation. Whilst there are following three types of salvage agreement, the major one is "No cure-No pay" basis, especially the LOF (Lloyd's Open Form) of Salvage Agreement:

- A. Lump sum: (The amount of salvage charge is fixed in advance.)
- B. Daily hire: (The amount of salvage charge will be calculated on a daily hire basis.)
- C. No cure-No pay: (The amount of salvage remuneration will be decided after the salvage operation based on the salvaged value (value of the vessel, cargo and other property salvaged), etc.)

This chapter illustrates the salvage agreement by the LOF. The LOF is usually signed by a Salvage Master and the vessel's Master. The salvage remuneration under the LOF is decided after the salvage operation, taking account of many factors. For instance, salvaged value of the vessel and other property, the skill and efforts of the salvors in preventing or minimizing damage to the environment, the nature and degree of the danger, the skill and efforts of the salvors in saving the vessel, other property and life, the time used and expenses and losses incurred by the salvors and so forth (See the Article 13 of the International Convention on Salvage 1989). The salvage remuneration will be covered by Property (H&M and Cargo) Underwriters, not by P&I Club.

## II. Recent Development of LOF

LOF was established in 1908 by Committee of Lloyd's as an international standard salvage agreement. The characteristic of LOF is so called "No cure-No pay." However, to meet with increasing attention to the environmental protection, radical changes

have been made to the principle of “No cure-No pay” by the introduction of Safety Net and Special Compensation since the 1980s. Then, in LOF2000 which came into use on 1 September 2000, the SCOPIC Clause was incorporated.

LOF 1980 : Introduction of Safety Net

LOF 1990 : Incorporation of International Convention on Salvage 1989  
Introduction of Special Compensation

LOF 1995 : Revision following the changes of UK Maritime Shipping Act

LOF 2000 : Introduction of SCOPIC Clause

### **III. Special Compensation and SCOPIC Clause**

The upper ceiling of the salvage remuneration will be the salvaged value (value of the vessel, cargo and other properties salvaged). If the salvors save high value vessel and cargo, they will be entitled to a fair amount salvage remuneration. However, if the salvaged value is less than the salvors’ costs, they will incur loss. Accordingly, if the salvors are not confident in receiving a sufficient salvage remuneration, they will hesitate to conclude a salvage agreement, which might result in delay of salvage operation and increased risks of environmental damages. Obviously, such situation is not the interest of ship owners, cargo owners, Property Underwriters and P&I Club.

The solution is so called Special Compensation, which was incorporated in LOF 1990. (See Article 14 of International Convention on Salvage 1989) Under LOF 1990, whilst the salvors have an obligation to make a best endeavour to prevent the environmental damages, they are entitled to receive a fair amount of salvage costs as Special Compensation in case the salvors are unable to receive a sufficient salvage remuneration due to an unsuccessful salvage operation or small value of salvaged properties in spite of the fact that the salvors prevented or minimized the environmental damages. This is an exception to the principle of “No cure-No pay.”

Whilst the system of Special Compensation was welcomed and supported by the maritime community, disputes have arisen in calculation of the fair amount of the salvors’ costs to be allowed as Special Compensation. As a comprehensive solution, the SCOPIC (Special Compensation of P&I Club) clause was established in 1999 and has been incorporated into LOF 2000.

The main idea of the SCOPIC clause is as follows:

1. A fair amount of salvors' costs is calculated by the agreed tariff (SCOPIC tariff).
2. SCOPIC remuneration means the total of the salvors' costs calculated by the SCOPIC tariff rates plus a standard uplift of 25%.
3. SCOPIC remuneration is calculated after the salvors invoke the SCOPIC clause.
4. If the salvage remuneration is less than the SCOPIC remuneration, the salvors will be entitled to receive the balance from owners.
5. If the salvage remuneration is more than the SCOPIC remuneration, the salvage remuneration in excess of the SCOPIC remuneration will be discounted by 25% as a penalty.
6. Once the salvors invoke the SCOPIC clause, the owners shall provide security (a bank guarantee or P&I Club letter) for US\$3,000,000 to the salvors within two working days.
7. SCOPIC remuneration will be assessed by the SCR (Special Casualty Representative) nominated by owners.

The primary duty of the SCR is the same as the salvors, namely to use his best endeavours to assist in the salvage operation preventing and minimizing damage to the environment. Other duties and responsibilities are:

- to report, observe and consult with the Salvage Master.
- to endorse, if appropriate, the Daily Salvage Report of the Salvage Master and transmit its copy to Lloyd's, the owners, Property Underwriters and the owners' P&I Club.
- to produce a dissenting report, if necessary, setting out any objection or contrary view and deliver it to the Salvage Master and transmit it to Lloyd's, the owners, Property Underwriters and the P&I Club.
- to produce the Final Salvage Report setting out a calculation of the SCOPIC remuneration.

#### **IV. P&I Insurance**

P&I Club shall not cover the salvage remuneration but it will be covered by Property Underwriters. On the other hand, the Special Compensation and payment to the salvors under the SCOPIC clause (the SCOPIC remuneration which exceeds the

salvage remuneration) shall be covered by the P&I Club. If the SCOPIC remuneration is less than the salvage remuneration, there will be no payment of the SCOPIC remuneration to the salvors.

- Salvage remuneration: Covered by Property Underwriters
- Special Compensation: Covered by the P&I Club
- SCOPIC remuneration in excess of the salvage remuneration: Covered by the P&I Club

## **V. Steps to be taken when the SCOPIC clause is invoked**

**(Please see VII. Flow chart)**

1. Occurrence of marine casualty
  - The Master notifies the owners of the incidents.
  - The owners consult with H&M Underwriters and appoint salvors.
2. Conclusion of salvage agreement with LOF 2000 incorporating the SCOPIC clause
  - Box 7 of LOF 2000 asks "Is the SCOPIC Clause incorporated into this agreement? State alternative: Yes/No." If the word "No" in Box 7 has been deleted the SCOPIC clause is incorporated.
  - If "No" in Box 7 has not been deleted, the SCOPIC clause is not incorporated in the agreement and does not consist of the agreement.
3. SCOPIC clause is invoked by the salvors
  - If the SCOPIC clause has been incorporated in the agreement, the salvors can invoke the SCOPIC clause at any time by notifying the owners in writing.
4. Submission of security
  - After receiving the written notice from the salvors invoking the SCOPIC clause, the owners shall provide security (a bank guarantee or P&I Club letter) in the sum of US\$3,000,000 as security for SCOPIC remuneration payable to salvors within two working days.
  - Unless the security is provided within the two working days, the salvors may give notice to the owners to be entitled to withdraw from all the provisions of the SCOPIC clause and revert to their rights of Special Compensation.
  - The amount of the letter of guarantee can be increased or decreased to a reasonable level.
5. Appointment of SCR
  - Once the SCOPIC clause has been invoked, the owners will consult with their

P&I Club and consider appointing an SCR to attend the salvage operation.

6. Appointment of Special Representative

- Property Underwriters have a right to appoint Special Representative to observe and report upon the salvage operation.

7. Completion of the salvage operation and redelivery of the vessel and cargo

- Upon completion of the salvage operation the vessel and cargo will be redelivered at a safe place in exchange for Salvage Security issued by the H&M and Cargo Underwriters.

8. Payment of remunerations

- Salvage remuneration will be paid by the H&M and Cargo Underwriters.
- SCOPIC remuneration payable to the salvors will be paid by the P&I Club.

## **VI. Remarks about Salvage**

### **A. Review of the contents of the salvage agreement**

- In marine casualties such as stranding, collision fire and engine trouble which require the salvors' assistance, there are some occasions where the salvors who have caught information first come to the scene, and offer their help to the Master. In case of emergency, the Master may decide to ask the first available salvors to assist. In that case, however, it is necessary for the Master to review the contents of the salvage agreement carefully before signing it.
- Once the salvage agreement is signed, please send its copy to the owners.
- The verbal request for salvors' assistance demands a lot of attention. Though the Master might have thought that the work ordered was simple towage, salvors might allege that it was salvage. There are reported cases in which salvors demanded payment of unreasonable amount of salvage charges after the vessel was towed to the safe place and that the vessel had been arrested by the salvors when the Master refused to pay such amount.

### **B. Collection and preservation of records and evidences**

- Time and circumstances of the accident, sea and weather conditions, the vessel's condition and remedies taken should be recorded and all the evidences should be preserved.
- The cause of the accident should not be disclosed to those other than owners, their lawyers, P&I correspondents and P&I surveyors.

### **C. Cooperation with local authorities**

- Statement should be honest and limited to facts.
- Report to the owners about the details of the authorities' questions and your



answers.

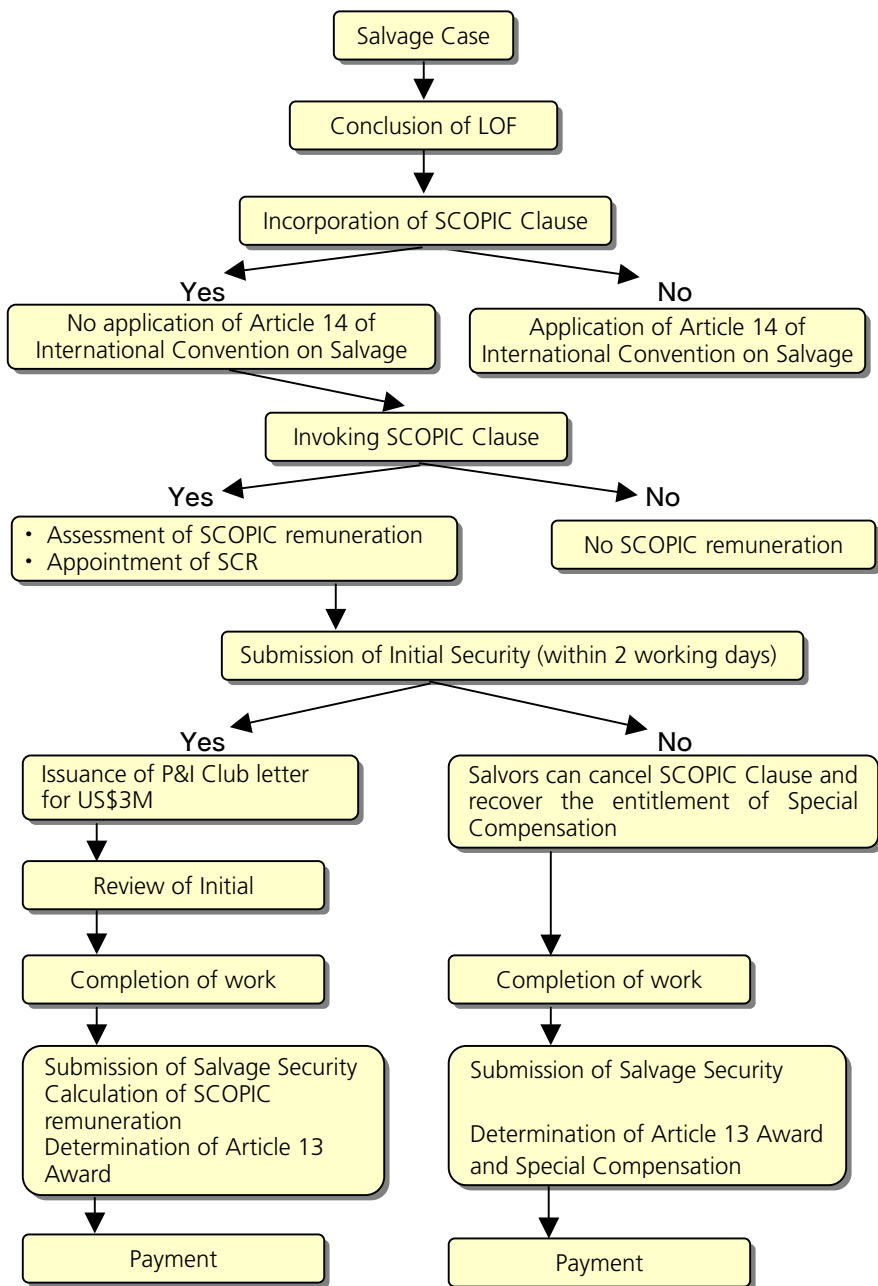
#### **D. Cooperation with the SCR**

- The SCR is a representative for the owners, cargo owners, Property Underwriters and P&I Club. He is in a position to assist the Salvage Master so as to save the vessel and property on board. Please cooperate with SCR. If you have comments and advices on the salvage operation, please advise the SCR on your ideas.

#### **E. Cautions for interviews**

- If you are requested to be interviewed, please check the identity of the interviewers.
- If the interviewers represent the owners' side (lawyers, P&I correspondents and P&I surveyors), please cooperate with them. If they represent other side, on the other hand, you should not accept their interview unless it is approved by the court.

## VII. Flow chart





<p>8. Person signing for and on behalf of the Contractors</p> <p>Signature :</p>	<p>9. Captain or other person signing for and on behalf of the property</p> <p>Signature :</p>
--	--

A. **Contractors' basic obligation:** The Contractors identified in Box 1 hereby agree to use their best endeavours to save the property specified in Box 2 and to take the property to the place stated in Box 3 or to such other place as may hereafter be agreed. If no place is inserted in Box 3 and in the absence of any subsequent agreement as to the place where the property is to be taken the Contractors shall take the property to a place of safety.

B. **Environmental protection:** While performing the salvage services the Contractors shall also use their best endeavours to prevent or minimise damage to the environment.

C. **Scopic Clause:** Unless the word "No" in Box 7 has been deleted this agreement shall be deemed to have been made on the basis that the Scopic Clause is not incorporated and forms no part of this agreement. If the word "No" is deleted in Box 7 this shall not of itself be construed as a notice invoking the Scopic Clause within the meaning of sub-clause 2 thereof.

D. **Effect of other remedies:** Subject to the provisions of the International Convention on Salvage 1989 as incorporated into English law ("the Convention") relating to special compensation and to the Scopic Clause if incorporated the

[continued on the reverse side]

Contractors services shall be rendered and accepted as salvage services upon the principle of "no cure – no pay" and any salvage remuneration to which the Contractors become entitled shall not be diminished by reason of the exception to the principle of "no cure – no pay" in the form of special compensation or remuneration payable to the Contractors under a Scopic Clause.

E. **Prior services:** Any salvage services rendered by the Contractors to the property before and up to the date of this agreement shall be deemed to be covered by this agreement.

F. **Duties of property owners:** Each of the owners of the property shall cooperate fully with the Contractors. In particular:

- (i) the Contractors may make reasonable use of the vessel's machinery gear and equipment free of expense provided that the Contractors shall not unnecessarily damage abandon or sacrifice any property on board;
- (ii) the Contractors shall be entitled to all such information as they may reasonably require relating to the vessel or the remainder of the property provided such information is relevant to the performance of the services and is capable of being provided without undue difficulty or delay;
- (iii) the owners of the property shall co-operate fully with the Contractors in obtaining entry to the place of safety stated in Box 3 or agreed or determined in accordance with Clause A.

**G. Rights of termination:** When there is no longer any reasonable prospect of a useful result leading to a salvage reward in accordance with Convention Articles 12 and/or 13 either the owners of the vessel or the Contractors shall be entitled to terminate the services hereunder by giving reasonable prior written notice to the other.

**H. Deemed performance:** The Contractors' services shall be deemed to have been performed when the property is in a safe condition in the place of safety stated in Box 3 or agreed or determined in accordance with clause A. For the purpose of this provision the property shall be regarded as being in safe condition notwithstanding that the property (or part thereof) is damaged or in need of maintenance if(i) the Contractors are not obliged to remain in attendance to satisfy the requirements of any port or harbour authority, governmental agency or similar authority and (ii) the continuation of skilled salvage services from the Contractors or other salvors is no longer necessary to avoid the property becoming lost or significantly further damaged or delayed.

**I. Arbitration and the LSSA Clauses:** The Contractors remuneration and/or special compensation shall be determined by arbitration in London in the manner prescribed by Lloyds Standard Salvage and Arbitration Clauses ("the LSSA Clauses") and Lloyds Procedural Rules. The provisions of the LSSA Clauses and Lloyds Procedural Rules are deemed to be incorporated in this agreement and form an integral part hereof. Any other difference arising out of this agreement or the operations hereunder shall be referred to arbitration in the same way.

**J. Governing law:** This agreement and any arbitration hereunder shall be governed by English law.

**K. Scope of authority:** The Master or other person signing this agreement on behalf of the property identified in Box 2 enters into this agreement as agent for the respective owners thereof and binds each (but not the one for the other or himself personally) to

the due performance thereof.

- L. **Inducements prohibited:** No person signing this agreement or any party on whose behalf it is signed shall at any time or in any manner whatsoever offer provide make give or promise to provide or demand or take any form of inducement for entering into this agreement.

**IMPORTANT NOTICES :**

1. Salvage security. As soon as possible the owners of the vessel should notify the owners of other property on board that this agreement has been made. If the Contractors are successful the owners of such property should note that it will become necessary to provide the Contractors with salvage security promptly in accordance with Clause 4 of the LSSA Clauses referred to in Clause I. The provision of General Average security does not relieve the salvaged interests of their separate obligation to provide salvage security to the Contractors.
  
2. Incorporated provisions. Copies of the Scopic Clause; the LSSA Clauses and Lloyd's Procedural Rules may be obtained from (i) the Contractors or (ii) Lloyd's Salvage Arbitration Branch at Lloyd's, One Lime Street, London EC3M 7HA.

Tel.No. + 44(0)207 327 5408

Fax No. +44(0)207 327 6827

E-mail: [lloyds-salvage@lloyds.com](mailto:lloyds-salvage@lloyds.com).

## Chapter 6

# Loss of or Damage to Property



# Loss of or Damage to Property

## I. Loss of or damage to property

### A. Loss of or damage to property of a third party

During berthing/unberthing operation of a vessel, it sometimes causes damage to jetty or quay itself or to facilities such as fenders, stoppers, bits, cranes, unloaders, loading arms on quays, etc. due to mis-maneuvering, excessive speed, insufficient look out, and so on. In other cases, the vessel may cause damage to port facilities such as break waters, navigational facilities (buoys or beacons), structures (underwater cables, underwater pipelines, aerial cables or drilling rigs), or fishing facilities (fixed nets, fish preservers or fishing beds), etc. due to dragging anchors or mis-maneuvering. These are risks covered by P & I insurance.

### B. Loss of or damage to the other vessel without contact

Liabilities arising from collisions in respect of the damages to the other vessel as well as its cargo are covered by Running Down Clause ("RDC", the collision liability clause mainly provided by Hull & Machinery Underwriters). Sometimes, however, even without physical contacts between vessels, the vessel causes loss of or damage to the other vessel, etc. For example, at the moment of near-miss, the other vessel takes evasive actions to avoid a collision and consequently it may run aground and suffer damage. In other cases, during navigation in narrow passages, the vessel's surge can cause damage to adjacent vessels, jetties to which they are moored and facilities on the jetties. These situations that there are no direct contacts between vessels are not categorized as collisions. Therefore, such liabilities which the vessel should assume to the other vessel are not covered by RDC, but covered by P & I insurance.

## II. P&I Insurance

Members' liabilities for loss of or damage to properties due to contact or without contact of vessels shall be covered by P & I insurance. On the contrary, damage to the other vessel arising from direct contact shall be handled under RDC as mentioned in the above I.B.



### **III. Notification of the accident**

When a vessel causes damage to properties such as port facilities due to contact etc., Masters are requested to promptly notify the vessel owners, managers and the nearest P & I correspondents of the correct information of the accident.

### **IV. Actions after accidents**

#### **A. Initial actions**

Immediately after the accident occurs, quick but deliberate actions are required in order to secure safety of life, vessel and cargoes. The initial actions which the Master should take are as follows:

1. Emergency measures
  - i) investigate the damaged areas of the vessel
  - ii) check/confirm any ingress of water, fire, oil spills, and injury to crew
  - iii) prevention of water ingress, fire and oil spills
2. Investigation of scope and extent of loss of or damage to property
3. Notice to the vessel owners
4. Notice to the parties concerned
5. Notice to P & I correspondents including arrangement of survey

#### **B. Grasping and notifying situation**

When you serve a notice to the owners/P & I correspondent, please act promptly and try to include the following information:

1. When and where?
2. Vessel's data
  - who were in the bridge
  - vessel's course, speed, engine movement, angle of the rudder, draft
  - whether tugs assisted or not
  - whether or not a pilot on board
  - vessel's handling
3. Sea and weather conditions (weather, direction of wind, wind force, sea conditions, tide, visibility, daytime or night-time)
4. Address/name/contact of witnesses (including crewmembers) – as many as possible

5. Conditions of property which suffered loss or damage
  - scope and extent of loss or damage
  - date of installation
  - indirect or old damages if any
  - photos and sketches

## **V. Points to be noted when the vessel has caused damage to property**

### **A. Scope of compensation for damage**

In almost all cases, it is difficult to find/prove faults of the opponent, since the damaged objects are fixed and stand still. It should be, however, noted that a fault of a third party sometimes contributed to accidents especially when the damage has occurred without physical contact of the vessel. If the fault of the opponent or a third party is found, the compensation for damage shall be based on the apportionment of liability.

The followings should also be noted:

#### **1. New for old**

When an old property (e.g. a fender) is damaged and it is replaced by a new one due to difficulty of substitution by repair or a used one, in many cases the new one will bring an additional value comparing with the previous one. It should be insisted that such added value should be undoubtedly deducted from the amount of the compensation.

#### **2. Limitation of Liability**

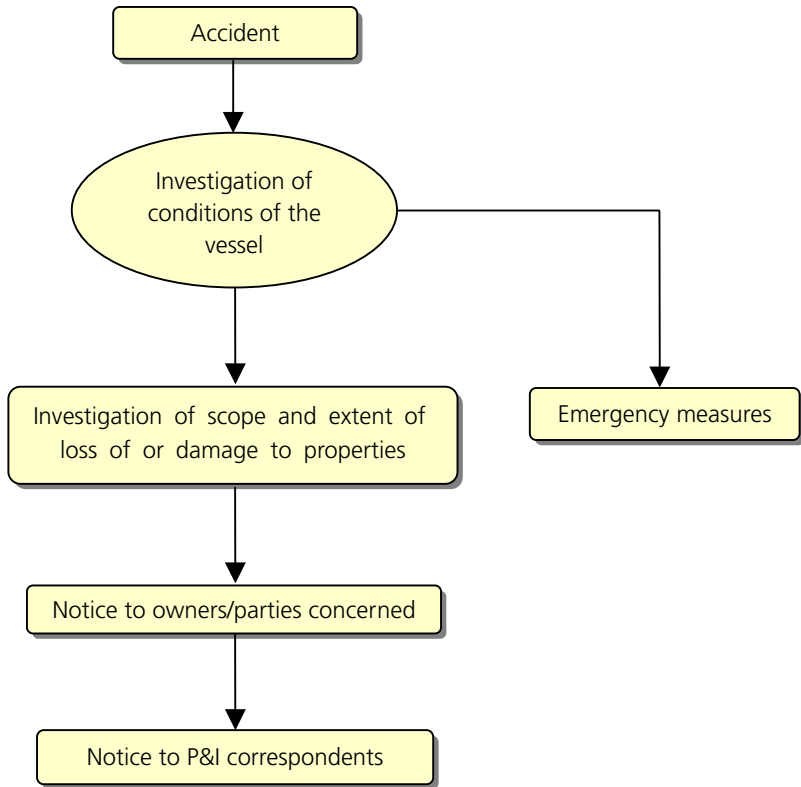
In many countries, owners are entitled to limit their liability for maritime claims lodged by third parties under laws. There are different of limitation regimes. For instance, under 1976 LLMC (Convention on Limitation of Liability for Maritime Claims, 1976) or its amendment 1996 LLMC, limitation amount is calculated by a sliding scale depending on the vessel's tonnage. In some countries, such as U.S.A., limitation amount is calculated by the vessel's value and freight earned. Accordingly, Masters should not sign any letters which accept liability and approve a full compensation.

### **B. Letter of Acknowledgement**

The owner of the damaged property sometimes demands Master's signature on a

letter of acknowledgement. In such cases, please restrict your statement only to acknowledgement of the accident and avoid statement regarding liability. You should be deliberate in dealing with letters of acknowledgement, since in many cases the opponent demands what states the vessel's side admits liability for the accident and compensation for any and all damage.

## VI. Flow chart



## VII. Sample forms

- A. Letter of acknowledgement
- B. Report form for damaging to property



# Sample Form A

## LETTER OF ACKNOWLEDGEMENT (Damage to Jetty)

Date:

To: (Name of owner/manager of property)

At around \_\_\_\_\_ hours on \_\_\_\_th \_\_\_\_\_ 200\_\_\_\_ , during operation for berthing to the jetty at (place), the vessel contacted the fenders installed on the jetty and (the number of the damaged fenders) sets of fenders got damaged.

I acknowledge the above fact.

\_\_\_\_\_  
(signature)

Taro Nippon

Master of PI Maru

Owned by PI Maritime Co., Ltd.

2-15-14, Nihonbashi-Ningyocho, Chuoh-ku, Tokyo

### Notes

1. The purpose of making out a letter of acknowledgement is to confirm the fact each other between the vessel and the parties concerned with the accident such as the owner of the jetty in order to avoid misunderstandings in the future regarding the damage. In other words, it is a letter confirming the fact. Therefore, it should be written plainly upon confirming the conditions of the property precisely, that is, what items got damaged into what conditions.

2. A letter of acknowledgement shall be submitted to the opponent, who suffered damage, only in case the opponent strongly demands its submission. It is not a document which the Master shall submit voluntarily.

# Sample Form B

## Report form for damaging to property

Ship's Name	
Date	
Place	
Cargo      Kind • Quantity	
The damage to Hull	
Contacted position Damage Condition The need of repairer Oil spill (or not) Casualties (or not) Fire (or not) Flood (or not)	

### Weather and sea condition

Wather	
Wind force/direction	
Sea	
Visibility	
Tide	
others	

### Ship's state

At bridge	Captain or Officer	
	Able sea man	
	other	
Ship	Heading	
	Speed/Engine PRM	
	Draft	
	Tug board	
	Pilot	
	Progress of maneuver	

Witness

Address Name	
Address Name	
Address Name	
Address Name	
Address Name	

Condition of damaged property

The extent of the damage	
The level of the damage	
Placed date	
Photograph Sketch	
Others	



## Chapter 7

# Collision



# Collision

## I. Cause of a collision accident

Collision with another vessel is in most cases caused by negligence of the Master, crew, pilot or others. According to statistics by the Japanese Marine Accident Inquiry Agency (MAIA), the major causes of the collision accident are as follows:

- Improper Look out
- Breach of the Steering and Sailing Rules
- Breach of Rules on Sound and Light Signals
- Improper command/supervision regarding service regulations at the bridge
- Doze
- Excessive vessel speed
- Non display of the navigational lights/shapes/flags

Statistically, it has been revealed that the collision accident occurred overwhelmingly due to the Improper Look out (54%) and the Breach of Steering and Sailing Rules (19%). Over half of the Breach of Steering and Sailing Rules is composed by improper vessel's maneuvering under crossing and navigating in restricted visibility situations, crews' negligence and violation of regulations.

## II. P&I Insurance

Various claims may arise from a collision accident. Loss and damage arising from a collision accident will be shouldered by the owners of two colliding vessels in accordance with apportionment of liability between them. Amongst the losses of your own vessel, damage to the hull and machinery will be covered by your Hull and Machinery Underwriters (hereinafter referred to as "H&M"), while personal injury, oil spill and wreck removal will be covered by your P&I Club. As for the opposing vessel's losses, damage to the hull and machinery and its onboard cargo/property, as well as loss of earnings, are usually covered by your H&M under their Running Down Clause (RDC), or by your P&I Club's RDC. Furthermore, the opponent's personal injury, oil spill and wreck removal will be covered by P&I Club, but again, all of those compensations are settled in accordance with apportionment of liability. In general,

Japanese H&M usually provide 4/4<sup>th</sup> RDC, but H&M in Lloyds' market historically provide 3/4<sup>th</sup> RDC coverage, based on the Institute Time Clauses-Hulls and the remaining 1/4<sup>th</sup> coverage is provided by P&I Club.

For your quick reference, the scopes of the coverage by H&M, Cargo Underwriters and P&I Club are as below :

Categories of Claims	Insurance
Hull Damage (Own Vessel)	H&M Underwriters
Cargo Damage (Own Vessel)	Cargo Underwriters
Personal Injury/ Pollution/Wreck removal (Own Vessel)	P&I Club
Hull/Cargo Damage and Loss of Earning (Opponent)	H&M Underwriters
Personal Injury/Pollution/Wreck removal (Opponent)	P&I Club

### III. Notification of the collision accident

If a vessel is involved in a collision accident, it is important for the Master to report immediately the accurate information in brief, calm and orderly manner to the owners and other concerned parties. Even if no RDC risks are covered by the Club, a P&I claim can arise from the accident. Therefore, at the occurrence of the collision accident, the Master is always requested to notify the P&I Club or its local correspondents. Upon receipt of such notification, the Club or its correspondents will assist the Master in protecting the vessel's interest by means of conducting investigation, giving necessary advice and collecting relevant evidence.

If the vessel is entered with the Association under the policy including our Rule 23-1-(1) (Liabilities Arising Out of Collision with Other Ships – Liabilities Arising from Collisions), that is to say, the 1/4<sup>th</sup> RDC, the Association, in collaboration with the vessel's H&M, will arrange survey on the opponent's vessel to investigate the extent of damage on hull, cargo and other properties onboard. This survey is known as a "Without Prejudice Survey". Please note that in any event, survey on your own vessel's hull damage would not be conducted by P&I Club, but it would be conducted by the H&M insurer. This survey is known as "Straight Survey".

A sample form of “Notice of Claim” is as annexed for your reference.

#### **IV. What to do in a collision accident**

After securing the safety of the vessel, the Master needs to check the situation leading up to the collision and reports the fact to the owners. It is important to prepare a report before the concerned parties’ memories fade away. In every collision case, precise and detailed reports are always helpful to ascertain the cause of the collision or for negotiations with the opponent to determine apportionment of liability.

##### **A. Securing the safety**

Immediately after a collision has occurred, the Master needs to secure the safety of human lives, the vessel, and the laden cargoes in a prompt and calm manner. The following initial response should be taken by the Master.

1. Immediate investigation of the damage (extent of the damage to vessel, occurrence of any water ingress/fire/oil pollution/personal injury, etc., and if any, preventive measures to water ingress/fire /oil pollution)
2. Collection of the contact details of the opponent’s vessel (name, owners, registry, course, cargo, insurer, extent of damage)
3. Notice to the owners (name of the vessel, time/date and position of collision, personal injury, extent of hull damage, oil pollution, etc.)
4. Urgent message to the local authorities (name of the vessel, time, date and position of collision, personal injury, extent of hull damage, oil pollution and, possibility of sinking, etc.)
5. Notice to P&I Club or its local correspondents

##### **B. Checking information leading up to the collision**

1. Vessel’s headings
2. Vessel’s speed
3. How the vessel was maneuvered
4. Engine movement
5. Watch/Look out condition
6. Usage of any signals/shapes
7. Condition of the opponent’s vessel
8. How the opponent vessel’s headings were checked and with what intervals

### **C. Checking information at the time of the collision**

1. Time of the collision (ensuring consistency of time at the collision among bridge, engine room, telegraph logger and course recorder)
2. Position of the collision (lat./long., headings/distance from the notable object)
3. Situation of the vessel (speed, engine RPM, headings, hull damage part, usage information on navigational equipments, information on look out and angle of the collision)
4. Situation of the opponent's vessel (time first observed, headings and speed)
5. Weather and sea condition (visibility, weather, and wind direction/force)

### **D. Checking information on damage to the owner's vessel**

1. Colliding part of the vessel and the extent of damage
2. Voyage (Ports of departure and destination)
3. Kind of cargo onboard, its quantity and loading and discharging ports
4. Whether there is any damage to cargo
5. Name of the cargo owners and their cargo insurers

### **E. Checking information on damage to the opponent's vessel**

1. Colliding part on the vessel and the extent of damage
2. Voyage (Ports of departure and destination)
3. Kind of cargo onboard, its quantity and loading and discharging ports
4. Whether there is any damage to cargo
5. Name of the cargo owners and their cargo insurers
6. Name of the vessel owners, their P&I Club, and H&M
7. Contact details of the above interests

### **F. Collection/preservation of records**

In order to ascertain the causation leading up to the collision, periodical daily records could be considered as important evidence. The following records are of particular importance.

1. Navigational Chart: periodic marking of the vessel's position to the chart, not only when the vessel is under the command of the Master, but also when she is under the pilot's guidance.
2. Course recorder: marking the collision time

3. Telegraph logger
4. Log book
5. Bell book
6. Engine log book
7. Statement of fact: by a pilot if on board

#### **G. Consistent fact-findings shared by all personnel onboard**

Crew members' memories are vivid right after the collision accident, but they will fade away as time goes by. The Master, along with collecting the aforementioned information, should convene a meeting to collect all types of information from all crew members to grasp the fact on the collision which should be consistent with the evidential records/documents onboard.

#### **H. Obtaining a signature of the opponent's Master on the Notice of Claim**

In preparation for claims from the opponent's vessel in the future, it is necessary for the Master to obtain a signature of the opponent's Master on the Notice of Claim. The sample of the Notice of Claim is annexed hereto for the Master's usage. The opponent vessel's Master likewise would tender the same Notice and request the Master's signature thereon. The Master should only sign the Notice with the remark "without prejudice, receipt only."

#### **V. Various investigations**

After the collision accident, many parties concerned will come onboard for investigations of their own. In such occasion, the Master should check who they are and what their purposes are, and upon clarifying those, should determine whether they ought to be permitted to be onboard or should their questions be answered by the Master.

- Please render full cooperation in the investigations by lawyers, surveyors, P&I correspondents who are appointed for own vessel.
- Please reject interviews or inquiries made by lawyers appointed by the opponent party unless permitted to do so by the owners.
- The Master should also reject investigation by the opponent surveyor unless permitted by owners. Normally, surveys on the hull and the cargo (known as W.P survey) are permitted, but even such surveys are limited to check the extent of damages itself, any access to the vessel's other parts or records

should be rejected.

- The Master should fully cooperate with interviews of the Marine Authority by giving them honest and accurate answers, and if he needs to sign on his interview statement, he must make sure before he signs that the contents are accurate. Subsequently, the Master needs to report to the owners as to the Marine Authority's interview. In some countries, a fine could be imposed upon the vessel or the Master because of the collision itself or oil spill resulting from it. In such occasion, Marine Authority can demand a cash deposit or a security. Should it occur, the Master immediately needs to notify such situation to the owners or the local P&I correspondents.

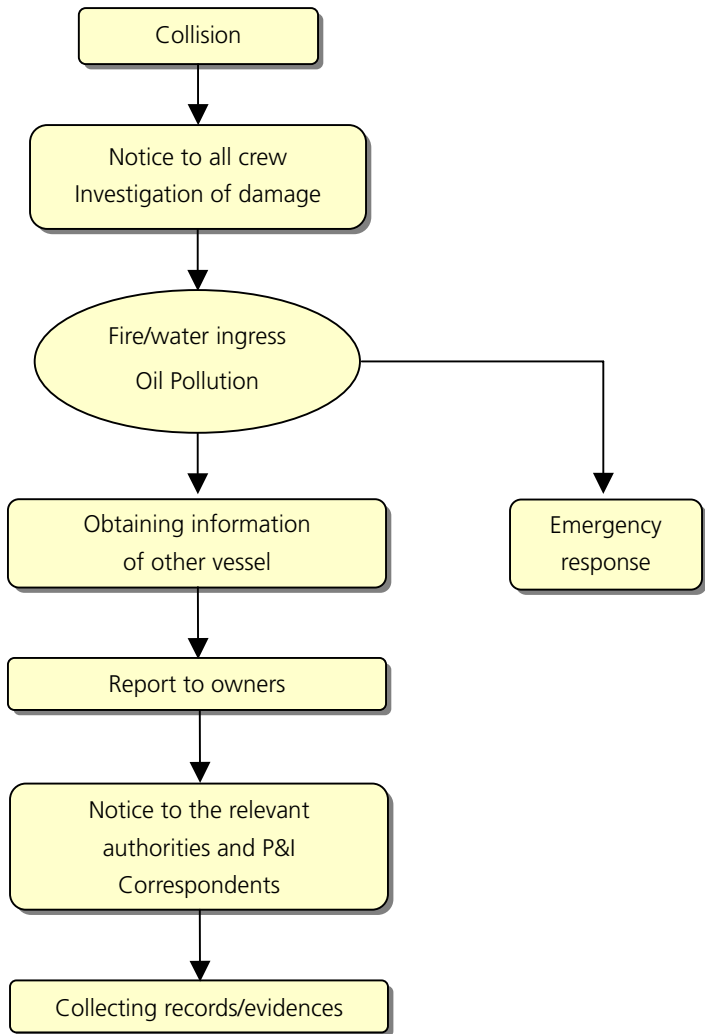
## **VI. Important points on a collision accident**

- Prioritize safety of human life
- Obtain the opponent Master's signature on the Notice of Claim
- If the Master's signature is requested for the opponent vessel's Notice of Claim, the Master should sign with the remark "Without prejudice and Receipt only"
- Do not admit any liability at the collision site
- Do not allow the opponent vessel's interest (their lawyers, surveyors and etc.) to interview the crews or take records of the vessel

## **VII. Conclusion**

- Evaluate the extent of damage to the own vessel and take necessary preventive measures to secure safeties of human life, vessel, cargo onboard and environment
- As the need arises, cooperate with the opponent's vessel in their securing the safety of human life, their vessel and cargo onboard
- Determine the information leading up to the collision
- Report collision accident to the owners, P&I/H&M and to the relevant Marine Authority.
- Collect relevant records/information
- Preserve evidence

### VIII. Flow chart

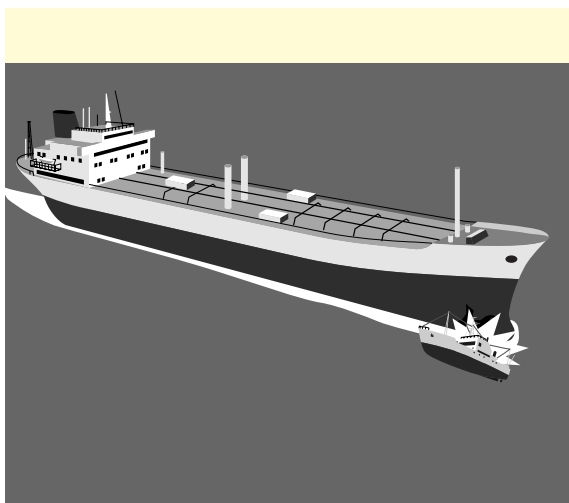




## IX. Sample forms

A. Notice of Claim

B. Form of the Report of Collision Incident



# Sample Form A

## Notice of Claim

Dated:

To the Master of MV "**opponent vessel name** "

Dear Sirs,

On behalf of the owners of the "**own vessel name**", I hereby hold you and the owners of the "**opponent vessel name** " fully responsible for any loss and damage of whatsoever nature and howsoever arising from the collision between the "**own vessel name**" and the "**opponent vessel name** " which occurred on (Date) at (Place).

Please acknowledge receipt of this notice with your signature at the end where indicated.

Yours faithfully,

---

Master of the "**own vessel name**"

Acknowledge receipt of this notice of claim on this day of

---

Master of the "**opponent vessel name**"

# Sample Form B

## Form of the Report of Collision Incident

Name of Vessel				
Date/Time				
Place	Place	Objection's Name	Bearing/Distance	
	(Lat./Long.)	(N or S)	(E or W)	
Voyage Route	(Sailing/Destination Port)			
Cargo				
<b>Situation at the time of collision</b>				
Time				
Confirmed Person/Time				
Duty Officer/Ratings	Officer			
	Q/M			
	Others			
Own Vessel	Heading			
	Speed/RPM			
	Rudder Angle			
	Change of Draft			
	Angle of Collision			
	Rader/ARPA	No.1	Range	
		No.2	Range	
	Navigation Supporting Devices	Usage Condition		
	Navigation Lights/Shapes			
	Signals			
Opponent Vessel	Heading			
	Speed			
	Way of Determination for above			
Angle of Collision				
Separation of Both Vessels				
Weather	Weather			
	Wind Direction/Force			
	Sea State			
	Current			
	Stream			
	Visibility			
	Moonlight			

<b>Both Vessels' Damaged Condition and Others</b>	
Own Vessel	Damaged Parts
Extent of Damage	
Opponent Vessel	Damaged Parts
Extent of Damage	
Personal Injury/Emergency Response	
Oil Pollution/Emergency Response	
Cargo Damage/Emergency Response	
Opponent Vessel	
Name of Vessel/Kind of Vessel	
Registered Port/Flag State/Gross Ton.	
Built of Year/Class	
Name of Owner (Contact Detail)	
Hull Insurer (Contact Detail)	
P&I Club (Contact Detail)	
Primarily Company of Contact	
Sailing Port	
Destination Port	
Kind/Quantity of Cargo	
Cargo Interests/Insurer	
<b>Situation before collision</b>	
Course Speed Maneuvering Look Out Engine Motion Signals	

<b>First observation of opponent vessel</b>		
Time of First Observation		
Bearing/Distance		
Way of Observation		
Person who observe		
Course&Speed of Opponent/Way of Determination		
Lights/Shapes		
Existence of Third Vessel		
Course/Speed of Own Vessel		
Position of Own Vessel		
<b>Details of Course of Collision</b>		
Actions of Own Vessel/Oppnent Vessel	Time	Remark
Course/Speed of Opponent Vessel		
Altering Course		
Engine Motion		
Signals (Own/Opponent Vessel)		
Transmission between Own/Opponent Vessel		
Actions of Both Vessels just before Collision		
<b>Records</b>		
Chart	* Put the vessel's positions until the time of collision	
Deck/Engine Log Book	* Write the factual events and time accurately	
Bell Book	Ditto Above	
Recording Sheets	Course Recorder	* Mark the colliision Time
	Tlegraph Logger	
	Memory of Electric Chart	
Notice Of Claim	* Obtain the signature of the opponents vessel's Master	

## Chapter 8

# Oil Pollution



# Oil Pollution

## I. Oil Pollution Incidents

A. Public concern about environmental pollution has been growing year by year and oil pollution incidents caused by vessels are, particularly recently, sensational on the media. Oil pollution leads to very expensive clean-up operations and, often, large compensation payments to third parties (especially for fishery damage). This often has deteriorating effects on the corporate image of the owners, managers, operators and other related parties. Also, owners, Masters, Chief Engineers or other officers/crews can be penalized or even imprisoned. Therefore, utmost care should be taken to prevent oil pollution incidents. The typical causes of pollution are:

1. Damage to cargo oil tanks or fuel oil tanks due to collision, sinking, grounding or explosion
2. Overflow of fuel tanks through the air vent while bunkering and/or shifting
3. Overflow of cargo tanks due to mishandling of valves or etc.

## B. Liability and compensation scheme

1. Under the International Convention on Civil Liability for Oil Pollution Damage (CLC), the owners of dirty tankers [vessels carrying oil in bulk as cargo], which cause oil pollution are held liable for the pollution damage whether or not the Masters or crew are at fault. This is referred to as the "strict liability" principle. On the other hand, the owners are entitled to limit their liability in accordance with the provisions of this Convention. For more details, please refer to the text of the Convention.
2. Parties suffering damage due to oil pollution caused by tankers which fall within the CLC may not be able to receive satisfactory compensation because of the limitation under CLC. This may be because the owners are exempted from liability because of force majeure (a contractual exclusion based on certain incidents, also often referred to as "acts of God"), or may not have sufficient insurance for oil pollution or may not have capacity to pay. In such cases, the victims are entitled to be indemnified directly by the international fund under the International Convention on the Establishment

of an International Fund for Compensation for Oil Pollution Damage (FC). For details, please refer to the text of the Convention.

- C. In the event of an oil pollution incident caused by non-CLC vessels, the owners' liability to third parties may be limited under a limitation regime such as the Convention on Limitation of Liability for Maritime Claims (LLMC Convention). Other conventions may also be available: the International Convention on Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea (HNS Convention) which covers pollution caused by spillage of harmful hazardous substances from non-CLC vessels has been adopted and, at the time of writing, is waiting to go into effect. The International Convention on Civil Liability for Bunker Oil Pollution Damage (Bunker Convention) which targets at oil pollution occurring as a result of bunker oil spill from non-CLC and/or non-HNS vessels was adopted in March, 2001. In addition, a new law became effective in Japan in March, 2005 imposing strict liability for oil pollution caused by bunker fuel discharge from non-CLC vessels. The limitation of liability of such owners of the non-CLC vessels is subject to the provisions of the LLMC Convention.
- D. Attention should be paid to the relevant regime of liability and compensation for oil pollution that may apply from country to country.

## **II. P&I Insurance**

P&I insurance covers damages caused to third parties due to oil pollution and/or costs and expenses incurred by the owners for preventing and/or mitigating the damage and/or cleaning the oil spilled. Insurance coverage shall also be provided when damage is caused by pollutants other than oil, such as cargo, paint, soot or etc.

## **III. Reporting of Incidents**

As soon as appropriate steps are taken to prevent the oil from spilling, please promptly report the incident to the owners, the local authorities concerned and the local P&I correspondents. It is also important to ascertain the type of the pollutant, the cause of the spill and the quantity spilled. In the case of incident in the U.S. waters, the Master should notify the Qualified Individual (QI) first.



## **IV. Steps to be taken following incident**

The Master should ensure that appropriate steps are taken in accordance with the oil pollution incident response manual (oil pollution emergency plan) prepared by the owners or the managers. In the case of incident in the U.S. waters, the Master should take appropriate steps in accordance with the Vessel Response Plan (VRP).

### **A. Emergency actions**

1. Immediate deployment of Oil Pollution Prevention Station.
2. Prevention and mitigation of further spill:
  - Closing up the leaks
  - Depressurizing the leaking tanks/pipelines and shutting down the relating valves (shutting down the valves of the gas vent pipes if applicable)
  - Transfer of oil remaining in the leaking tanks into available tanks or spaces
  - Control of the vessel's stability by trimming
3. Prevention of secondary incidents such as personal injuries, fire and explosion:
  - Having a place on the windward side of the incident site
  - Preventing invasion of toxic or flammable gas into the engine room and accommodation area
  - Removing source of fire, thorough control of fire and detection of gas
4. Clean-up and/or removal of spilled oil (collection of spilled oil with absorbents). The use of oil dispersants requires prior permission from the authorities and/or fisheries association concerned. This is especially true within United States waters where the use of unauthorized dispersants is strictly prohibited.
5. Extending oil booms.

### **B. Ascertaining the situation and reporting the status**

Please refer to the attached sample form of a report on pollution incidents.

1. Date, time and place where the pollution incident occurred
2. Presence of imminent danger of personal injuries and listing / drifting / flooding of the vessel
3. The vessel's details such as the name, type, flag and gross tonnage
4. The names and contact numbers of the owners/managers
5. Draft
6. Last port/Next port
7. Direct cause of the spill (collision, grounding, overflowing of fuel tanks during bunkering, etc.) and accounts of the event (how the oil spill

occurred)

8. The type of the spilled oil (fuel oil, lub oil, cargo oil, dirty oil (heavy oil), clean oil (light oil))
9. Location of the leaking hole/crack and its size
10. The quantity of the fuel/cargo oil before/after the spillage
11. The extent of the spill (length/width/direction of the oil spilled)
12. The weather and sea conditions (wind speed/wave height/swell/tidal current)
13. Environment (presence of fishery facilities or resort areas in the vicinity)
14. Oil spill prevention measures taken
15. Necessity for expert help

### **C. Records to be retained**

1. Deck log book, engine log book, oil record book and a record of conditions of the tanks before the incident
2. Sea protest
3. Statements of Master/crewmember
4. Photographs and video films
5. Samples of the oil spilled
6. All relevant communications/correspondence in respect of oil spill

### **D. Typical actions of oil spill response**

1. In the event of a spill of clean oil such as gasoline, jet fuel, kerosene and gas oil:  
No particular clean-up work is performed for volatile oil such as gasoline and jet fuel which easily vaporizes. Thus, necessary action must be taken to alert ships to avoid the area of the oil spill.  
When kerosene or gas oil spills, the oil can be churned by the propellers of workboats or by the sprinkling of sea water to control fires.
2. In the event of a spill of dirty oil, such as crude oil and banker fuel:  
Oil spill response plan is established depending on the quantity of the oil spilled, the weather conditions, sea conditions, tidal current and land formation. Deploying oil booms, collecting the oil with absorbents, sprinkling oil dispersants, operating oil-spill clean-up by workboats at sea and/or on the shore will be carried out, as appropriate, to clean the oil so as to prevent further pollution damage.

If a large quantity of oil has been spilled or there is a risk of serious damage to fishery or residents in the vicinity, a spill control GHQ may be set up by owners in consultation with the relevant local authorities.

3. Others:

In the event a vessel's sinking, or grounding and an oil spill continuing, salvors can be engaged to contain the spill or remove the oil remaining in the vessel.

## **V. How to cope with various investigations**

### **A. Maintain close contact and cooperation with the vessel's interests (P&I correspondents, surveyors, QI, lawyers and others)**

Following the oil pollution incident, various parties, including the relevant local authorities, will contact the vessel or come on board. The Master should first check their identities, the parties which they represent and their purposes before deciding whether or not to disclose information / permit for investigations. If the Master feels anxious, the Master should seek advice of the lawyers appointed by the owners or P&I correspondents before making a decision alone.

If the authorities wish to conduct interviews with the Master or crew, the Master should immediately check with P&I correspondents whether legal representatives are allowed to attend. If affirmative, the Master should have lawyers attend. Such attendance of lawyers is allowed in some countries.

The Master should cooperate fully with the lawyers and surveyors appointed by the owners or P&I correspondents during their investigations.

#### 1. Following directions of the authorities

It is important to answer questions honestly when interviewed by the authorities and ensure the accuracy of their investigation record when signing it. The Master should report to the owners the questions asked and answers given during the interview.

In some countries, a fine may be imposed or a cash deposit or security for the fine may be demanded. In either case the Master should urgently contact the owners, managers and/or P&I correspondents.

## **VI. Points to be noted**

### **A. Accurate and prompt report of the oil pollution incident**

It is imperative to take immediate and appropriate actions at the initial stage in order to minimize damage. With this view, accurate information has to be

provided quickly.

**B. Report of accurate quantity of the oil spilled**

Appropriate cleaning and prevention measures depend on the circumstances of the incident and the quantity of the oil which has been spilled. An underestimation of the quantity may result not only a delay in taking necessary steps but also to an expansion of damage.

In order to prevent or mitigate damage, it is vital to report the cause of the incident and the type and quantity of the oil spilled as prompt and accurate as possible.

**C. Application of oil dispersants with the prior consent of the relevant authorities**

Use of oil dispersants may be prohibited in certain areas of the world because of local fishermen's objections. Therefore, the Master should ensure that before using oil dispersants the prior consent of the authorities is obtained.

**D. Preventing secondary incidents such as personal injuries, fire and explosion**

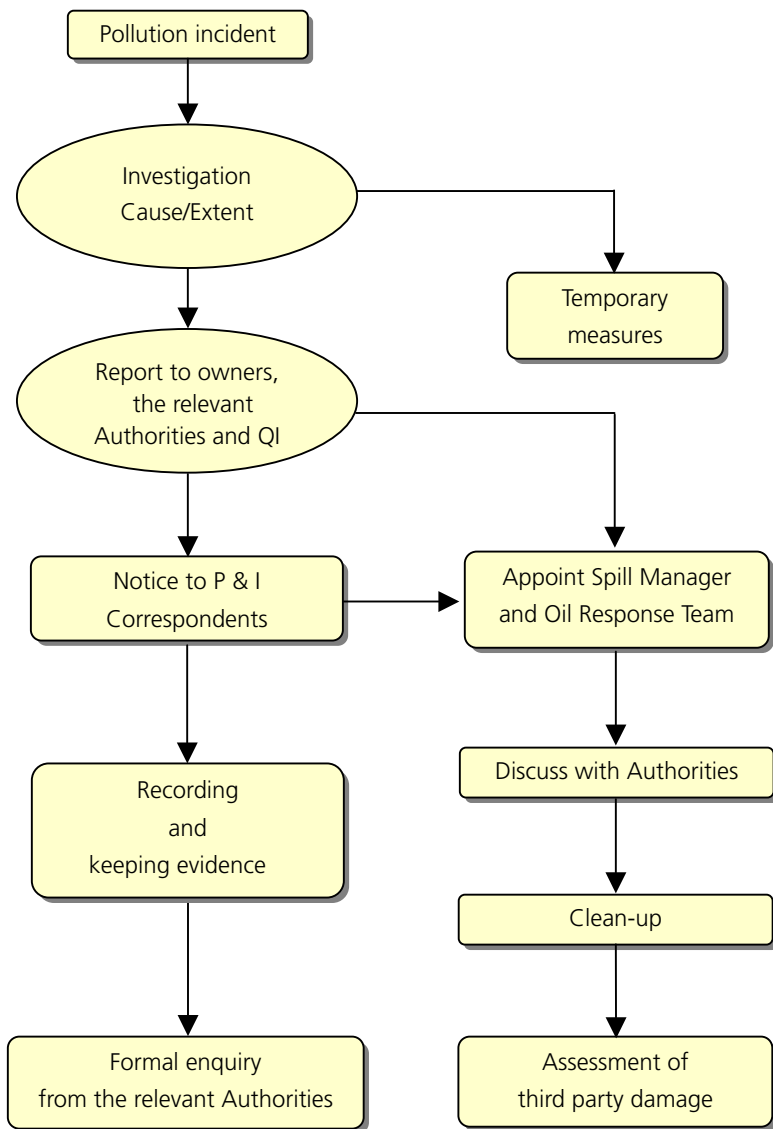
Volatile oil such as gasoline and jet fuel can generate flammable gas and results in a danger of fire or explosion. In the case of spill of this kind of oil, use of fire should immediately be prohibited. The incident should be notified to the relevant authorities and other ships navigating in the vicinity so that they are advised to keep away from the area of the spill.

The crew should be careful not to breathe toxic gas which can be detrimental to health or life.

**VII. Summary**

- Appropriate perception of the situation
- Taking necessary steps to prevent further spill and secondary accidents
- Report to the owners, managers, P&I correspondents and the relevant authorities
- Gathering relevant records and preserving evidence

## VIII. Flow chart



## IX. Sample form and Key maps

- A. Report form for oil pollution
- B. Disastrous oil pollution response plan
- C. Oil pollution response plan (Malacca Straits)

Notes:

In the event of an oil pollution incident in Malacca Straits, the relevant authorities take the initiative to effect oil cleaning and prevention measures in liaison with the vessel, her P&I club and the local P&I correspondents.

Please also note the following;

Singapore: The Maritime and Port Authority take charge of the pollution incident.

Malaysia: While the Marine Department is in charge of maritime affairs, pollution incidents are controlled by the Department of Environment.

Indonesia: The Navy, local police and local governments take the initiative.

Thailand: All cleaning and prevention measures are to be effected exclusively by the Royal Thai Navy without any intervention of third parties.

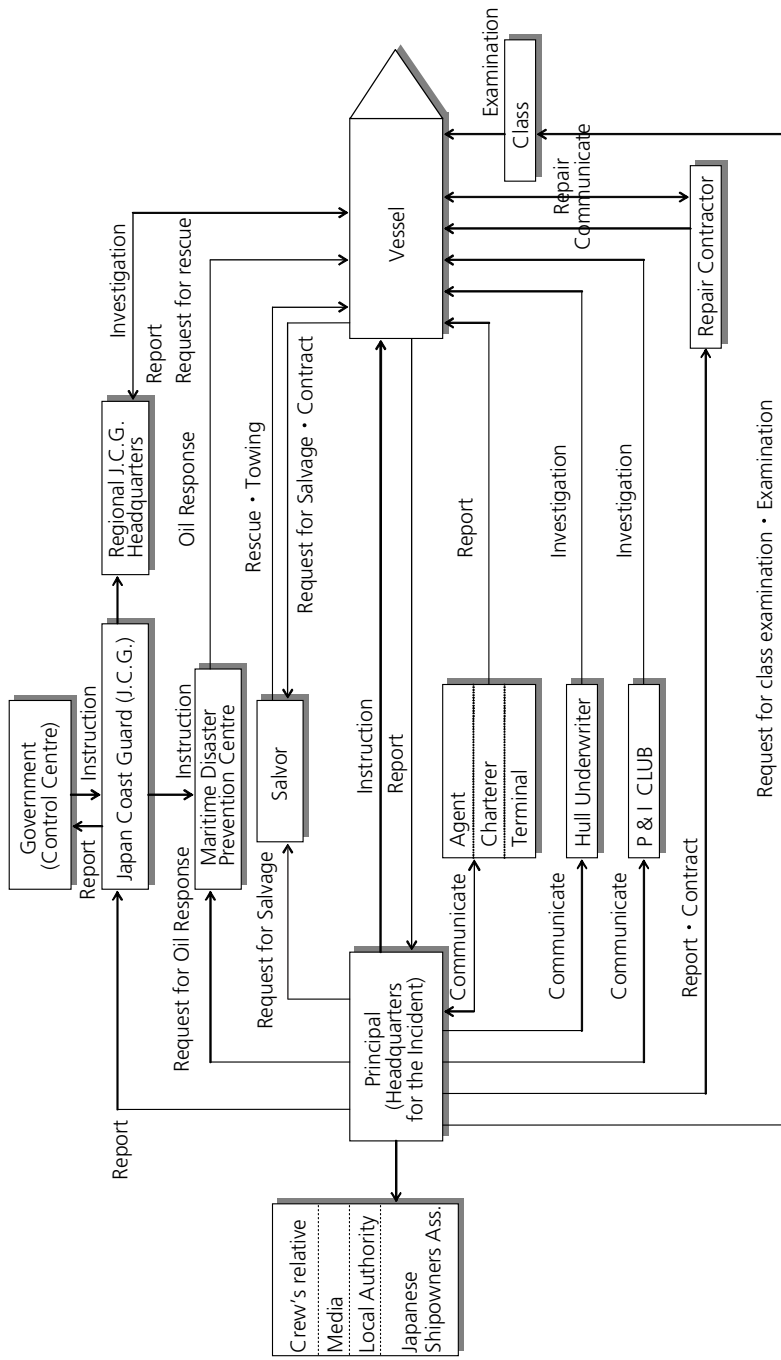


## REPORT FORM FOR OIL POLLUTION

Ship's Name • Registry			
Kind of Ship • Gross ton			
Owner's name • Contact Details			
Agent • Contact Details			
Accident Date			
Accident Place	Landmark	Bearing • Distance	
	Position	N or S	E or W
Pressing Matters (Life • Hull)			
Draft			
Departed port • Destination			
The cause of Oil pollution			
Collision • Ground • Over Flow of bunker			
Is the oil overboard ?	Yes • No	Continue ?	Yes • No
The progress of the accident			
Kind of the oil (Fuel • Cargo)			
Quantity of the overboarded oil			
Where is the outflow of oil			
The outflow rate (Dimension of the bore)			
Kind of the cargo and on-hand quantity before accident			
Kind of the fuel and on-hand quantity before accident			
The conditions	Length of oil slick	Condition of weather / sea	Wind force •
	Width of oil slick		direction
	Direction		Wave
	Strength of oil slick		Swell
			Tide
The surroundings (Fishing facility of lee side)			
The taken action on the accident			
Do you need an assistance ?			
Yes • No			
Others			
Did you report to Coast Gard ?			
Shipper			
Charterer			
Cargo underwriter			
Hull underwriter			

# Key Map

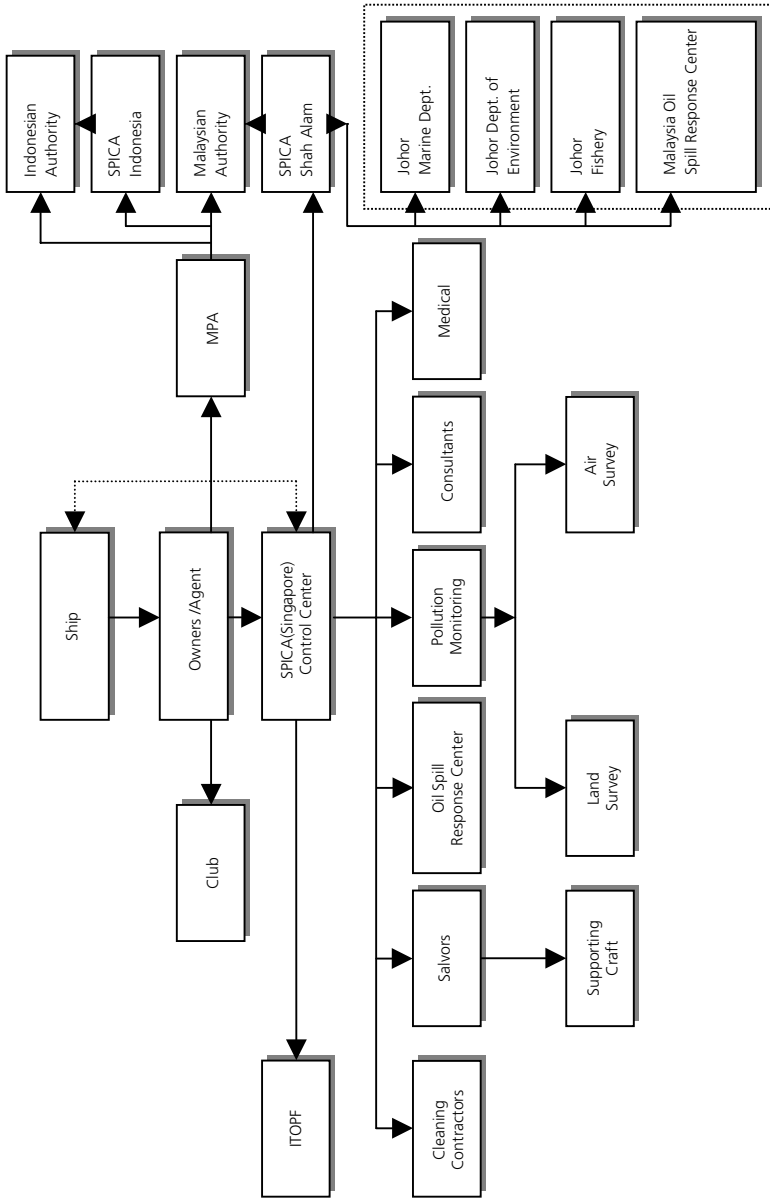
## DISASTROUS OIL POLLUTION RESPONSE PLAN





Key Map (Malacca Straits)

OIL POLLUTION RESPONSE PLAN



# Appendix

1. MASTER'S CHECK LIST
2. LOI Sample Forms (AA, BB, CC)  
(Cargo delivery without production of B/L)

# MASTER'S CHECK LIST

Masters are required to inspect the ship before commencement of the voyage or entering the port or in case of necessity, in accordance with the following check list and take corrective actions if necessary to improve the state of the ship for the purpose of the safety of the voyage.

## 1. DOCUMENTS AND COMMUNICATIONS

1. Are standing instructions, procedure manuals for accidents, regulations, plans, certificates, sailing instructions, company code and such available?
2. Are sufficient communications exchanged in time between the company and the Master?
3. Was the necessary information made known to all crew?
4. Were the points to be paid attention to next voyage or cargo works in case of entering the port made known to all crew?

## 2. BRIDGE AND RADIO OFFICE

1. Are navigational equipments such as radars, GPS, echo-sounder, gyro/magnetic compass, steering gear and such in full working order?
2. Are navigation and bridge organization manuals available?
3. Is compass error constantly checked and recorded, and is deviation table posted?
4. Are standing orders and night orders clearly defined?
5. Are charts and other nautical publications updated with the latest Notice to Mariners or other media?
6. Are all charts in use appropriate for the area?
7. Are VHF, weather facsimile and radio apparatus in full working order?

### **3. ENGINE ROOM AND STEERING GEAR**

1. Are main engine and all auxiliary machinery in full working order?
2. Are engine room emergency shut-off devices and alarm systems operational and clearly marked?
3. Are condition of emergency generator and batteries satisfactory?
4. Is emergency steering system tested regularly?
5. Are spare parts sufficiently supplied?

### **4. LIFE-SAVING AND FIRE-FIGHTING**

1. Are life boats, life rafts and other life-saving equipments maintained in good condition?
2. Are fire pumps, emergency fire pump, fire detector and CO<sub>2</sub> fire extinguishing system ready to use?
3. Are portable fire extinguishers in a term of validity?
4. Are fire hoses / nozzles / lines and CO<sub>2</sub> lines maintained in good condition?
5. Are fireman's outfits, emergency doors and FO tanks shut-off device ready to use?
6. Are lifeboat drill including engine test and fire drill held regularly?
7. Are all the crew familiar with their own duties in case of emergency?

## **5. MOORING EQUIPMENT**

1. Are windlasses, anchors and cables in good condition?
2. Are mooring winches, ropes (including messenger and stopper rope), wires, fairleaders and rollers in good condition?
3. Are steam / hydraulic pipes connecting to windlasses or mooring winches in good condition?
4. Are spare mooring ropes and wires available?

## **6. CARGO GEARS**

1. Is safe working load clearly marked on all equipment?
2. Are necessary certificates available?
3. Are wires in good condition?
4. Are interconnection valves between tanks or between pipe lines properly maintained?
5. Are cargo pumps, crude oil washing machine and inert gas system in good condition?
6. Are pressure / vacuum valves, hydraulic valves and sounding system of tanker in good condition?
7. Are container lashing gears correctly supplied and maintained?

## **7. OIL POLLUTION**

1. Are written procedures for loading and discharging cargo oil and loading bunker oil provided?
2. Is there a contingency plan to limit pollution effects?
3. Are suitable spill containers available around the vents of fuel / diesel oil tanks?
4. Can all scuppers be plugged effectively?
5. Are hydraulic lines and machinery free of oil leakage?
6. Is the vessel ready for dealing with small oil spill?
7. Is engine room bilge separator in good condition?
8. Are oil record books updated, and signed properly?

## **8. SEAWORTHINESS**

1. Are cargo hatch covers and accessories maintained satisfactorily, and is water-tightness secured?
2. Are other deck openings water-tight and properly protected?
3. Are cargo holds / tanks (including connecting lines) maintained and cleaned satisfactorily?  
(shell plate, frame, bulkhead, tanktop, sounding pipe, coating, ladder, bilge, heating pipe, etc.)
4. Are ballast tanks maintained satisfactorily?
5. Is cargo hold refrigerating system in full working condition?
6. Is proper GM maintained through the voyage?
7. Is special attention paid to loading, stowing and securing of cargo in order to prevent shifting or collapse of cargo which directly affect the stability of the ship?

8. Is enough bunker possessed for the voyage?

**9. GENERAL SAFETY**

1. Are fire control plan, safety signs and other cautions prominently displayed?
2. Are dangerous projections marked with precautionary paint?
3. Are safety suits, helmets, shoes, eye protectors, safety torches, safety instruments, oxygen meters and such supplied sufficiently?
4. Is lighting adequate and its wiring in good condition?
5. Are decks and gangway free from slippery substances?
6. Is safety net rigged properly on gangway?
7. With respect to safety checking of working place before commencement of work;
  - a) Are a look-out man and life buoy arranged during work outside the bulwark?
  - b) Are plates and ropes of boatswain's chair, etc in good condition?
  - c) Are safety belts in good condition?
  - d) Are tank / void entry procedures laid down?

Form AA

**STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR DELIVERING CARGO WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING INCORPORATING A BANK'S AGREEMENT TO JOIN IN THE LETTER OF INDEMNITY**

---

[insert date]

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

Dear Sirs

Ship: [insert name of ship]  
Voyage: [insert load and discharge ports as stated in the bill of lading]  
Cargo: [insert description of cargo]  
Bill of lading: [insert identification numbers, date and place of issue]

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

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

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expense of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.



3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you, whereupon our liability hereunder shall cease.
6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with [English law] and each and every person liable under this indemnity shall at your request submit to the jurisdiction of [the High Court of Justice of England].

Yours faithfully

For and on behalf of

[*insert name of Requestor*]

The Requestor

.....  
Signature

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

1. shall be restricted to payment of specified sums of money demanded in relation to the Indemnity (and shall not extend to the provision of bail or other security)
2. shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfil its obligations to you under the Indemnity. For the avoidance of doubt the Bank hereby confirms that:-
  - (a) such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and
  - (b) in the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the Bank hereunder shall continue but shall be reduced by the amount of compensation paid.
3. shall be limited to a sum or sums not exceeding in aggregate [*insert currency and amount in figures and words*]
4. subject to proviso 5 below, shall terminate on [*date six years from the date of the Indemnity* (the 'Termination Date')], except in respect of any demands for payment received by the Bank hereunder at the address indicated below on or before that date.
5. shall be extended at your request from time to time for a period of two calendar years at a time provided that:-
  - a) the Bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and
  - b) such notice is received by the Bank at the address indicated below on or before the then current Termination Date.

Any such extension shall be for a period of two years from the then current Termination Date and, should the Bank for any reason be unwilling to extend

the Termination Date, the Bank shall discharge its liability by the payment to you of the maximum sum payable hereunder (or such lesser sum as you may require).

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

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

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

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

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

Yours faithfully

For and on behalf of

*[insert name of bank]*

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

.....

Signature

Form BB

**STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR DELIVERING CARGO AT A PORT OTHER THAN THAT STATED IN THE BILL OF LADING INCORPORATING A BANK'S AGREEMENT TO JOIN IN THE LETTER OF INDEMNITY**

---

[insert date]

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

Dear Sirs

Ship: [insert name of ship]  
Voyage: [insert load and discharge ports as stated in the bill of lading]  
Cargo: [insert description of cargo]  
Bill of lading: [insert identification number, date and place of issue]

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

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

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

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

Yours faithfully

For and on behalf of

*[insert name of Requestor]*

The Requestor

.....  
Signature

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

1. shall be restricted to payment of specified sums of money demanded in relation to the Indemnity (and shall not extend to the provision of bail or other security)

2. shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfil its obligations to you under the Indemnity. For the avoidance of doubt the Bank hereby confirms that:-
  - (a) such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and
  - (b) in the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the Bank hereunder shall continue but shall be reduced by the amount of compensation paid.
3. shall be limited to a sum or sums not exceeding in aggregate [*insert currency and amount in figures and words*]
4. subject to proviso 5 below, shall terminate on [*date six years from the date of the Indemnity (the 'Termination Date')*], except in respect of any demands for payment received by the Bank hereunder at the address indicated below on or before that date.
5. shall be extended at your request from time to time for a period of two calendar years at a time provided that:-
  - a) the Bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and
  - b) such notice is received by the Bank at the address indicated below on or before the then current Termination Date.

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

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

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

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

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

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

Yours faithfully

For and on behalf of

*[insert name of bank]*

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

.....  
Signature

Form CC

STANDARD FORM LETTER OF INDEMNITY TO BE GIVEN IN RETURN FOR DELIVERING CARGO AT A PORT OTHER THAN THAT STATED IN THE BILL OF LADING AND WITHOUT PRODUCTION OF THE ORIGINAL BILL OF LADING INCORPORATING A BANK'S AGREEMENT TO JOIN IN THE LETTER OF INDEMNITY

---

[insert date]

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

Dear Sirs

Ship: [insert name of ship]  
Voyage: [insert load and discharge ports as stated in the bill of lading]  
Cargo: [insert description of cargo]  
Bill of lading: [insert identification number, date and place of issue]

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

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

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



2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the ship proceeding and giving delivery of the cargo as aforesaid, to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship, or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a caveat being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expense caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. If the place at which we have asked you to make delivery is a bulk liquid or gas terminal or facility, or another ship, lighter or barge, then delivery to such terminal, facility, ship, lighter or barge shall be deemed to be delivery to the party to whom we have requested you to make such delivery.
5. As soon as all original bills of lading for the above cargo shall have come into our possession, to deliver the same to you, or otherwise to cause all original bills of lading to be delivered to you.
6. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.
7. This indemnity shall be governed by and construed in accordance with [English law] and each and every person liable under this indemnity shall at your request submit to the jurisdiction of [the High Court of Justice of England].

Yours faithfully

For and on behalf of

*[insert name of Requestor]*

The Requestor

.....

Signature

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

1. shall be restricted to payment of specified sums of money demanded in relation to the Indemnity (and shall not extend to the provision of bail or other security)
2. shall be to make payment to you forthwith on your written demand in the form of a signed letter certifying that the amount demanded is a sum due to be paid to you under the terms of the Indemnity and has not been paid to you by the Requestor or is a sum which represents monetary compensation due to you in respect of the failure by the Requestor to fulfil its obligations to you under the Indemnity. For the avoidance of doubt the Bank hereby confirms that:-
  - (a) such compensation shall include, but not be limited to, payment of any amount up to the amount stated in proviso 3 below in order to enable you to arrange the provision of security to release the ship (or any other ship in the same or associated ownership, management or control) from arrest or to prevent any such arrest or to prevent any interference in the use or trading of the ship, or other ship as aforesaid, and
  - (b) in the event that the amount of compensation so paid is less than the amount stated in proviso 3 below, the liability of the Bank hereunder shall continue but shall be reduced by the amount of compensation paid.
3. shall be limited to a sum or sums not exceeding in aggregate [*insert currency and amount in figures and words*]
4. subject to proviso 5 below, shall terminate on [*date six years from the date of the Indemnity* (the 'Termination Date')], except in respect of any demands for payment received by the Bank hereunder at the address indicated below on or before that date.
5. shall be extended at your request from time to time for a period of two calendar years at a time provided that:-
  - a) the Bank shall receive a written notice signed by you and stating that the Indemnity is required by you to remain in force for a further period of two years, and
  - b) such notice is received by the Bank at the address indicated below on or

before the then current Termination Date.

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

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

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

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

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

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

Yours faithfully

For and on behalf of

*[insert name of bank]*

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

.....

Signature

# 船長ハンドブック

# 目 次

## 船長ハンドブック

126～236

第1章 船員クレーム	
1. 主な船員クレームとP&I保険のてん補	126
2. 事故例と事故原因	126
3. 事故後の対応	128
4. 各種調査への対応	129
5. 注意点	129
6. まとめ	129
7. 必要書類	130
8. フローチャート	131
第2章 密航者と難民	
1. 密航者	138
2. P&I保険のてん補	138
3. 発見後の対応	139
4. 密航者発見時の注意点	140
5. 難民	142
6. フローチャート	143
7. 参考フォーム	144
第3章 人身損害	
1. 人身損害	150
2. P&I保険のてん補	151
3. 事故通知	151
4. 事故後の対応	151
5. 問題点	152
6. 人身事故での注意点	152
7. フローチャート	153
8. 参考フォーム	154
第4章 貨物損害	
1. 貨物の損害と原因	158
2. P&I保険のてん補	159
3. 事故後の対応	159
4. サーベイにおける注意点	160
5. 運送人の義務	161
6. 貨物運送の注意点	161
7. クレーム防止のためのチェックリスト	164
8. 貨物損害が発生したときに用意すべき主な書類	165
9. フローチャート	166
10. 参考フォーム	167
第5章 救助契約とSCOPIIC	
1. 救助契約	172

2.	LOF の変遷.....	172
3.	Special Compensation と SCOPIC 条項.....	173
4.	P&I 保険のてん補.....	174
5.	SCOPIC 条項発動ケースの流れ.....	174
6.	救助ケースでの注意点.....	175
7.	フローチャート.....	177
8.	参考フォーム.....	178
第6章	財物損傷	
1.	財物損傷.....	184
2.	P&I 保険のてん補.....	184
3.	事故通知.....	184
4.	事故後の対応.....	185
5.	財物損傷事故発生時の注意点.....	185
6.	フローチャート.....	187
7.	参考フォーム.....	188
第7章	衝突	
1.	衝突事故の原因.....	194
2.	P&I 保険のてん補.....	194
3.	事故通知.....	195
4.	事故後の対応.....	195
5.	各種調査への対応.....	198
6.	衝突事故での注意点.....	198
7.	まとめ.....	199
8.	フローチャート.....	200
9.	参考フォーム.....	201
第8章	油濁	
1.	油濁事故.....	208
2.	P&I 保険のてん補.....	209
3.	事故通知.....	209
4.	事故後の対応.....	209
5.	各種調査への対応.....	211
6.	油濁事故での注意点.....	212
7.	まとめ.....	213
8.	フローチャート.....	214
9.	参考資料.....	215
付 録		
	船長用船内チェックリスト.....	220
	保証状書式	
	書式 (AA) : B/L 提示なしでの貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式.....	225
	書式 (BB) : B/L 記載地以外での貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式.....	229
	書式 (CC) : B/L 提示なしでの B/L 記載地以外での貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式.....	233

第1章

# 船員クレーム





# 船員クレーム

## 1 主な船員クレームとP&I保険のてん補

当組合の支払保険金の内、船員の傷病・死亡・行方不明・不帰船など船員に関するクレームは約30%と大きな割合を占めています。ISMコードが制定され、組合員各位の安全管理体制が強化されてきているにもかかわらず、船員に関するクレームは相変わらず多く、P&Iクラブにとって最も気になるクレームのひとつです。

てん補の範囲は当組合の保険契約規定第19条に規定されています。主なてん補項目は以下のとおりです。

- ① 治療費
- ② 送還費用
- ③ 代人派遣費用
- ④ 休業補償
- ⑤ 後遺障害手当
- ⑥ 死亡給付金、葬儀費用
- ⑦ 救助費用、捜索費用
- ⑧ 所持品損害
- ⑨ 治療、救助、捜索のための離路費用

\*てん補金額は、雇用契約書と法律の規定によって判断されます。

## 2 事故例と事故原因

(1) 負傷事故の代表例は以下のとおりです。

- ① スリップによる転倒
- ② バランスを崩して高所から転落
- ③ 塗装作業中に足場から落下
- ④ 荷崩れにより貨物の下敷き
- ⑤ 荷役中クレーンからの落下物の直撃

- ⑥ 係留索、ワイヤーに跳ねられた
- ⑦ ドア、ボンツーン、貨物に挟まれた
- ⑧ 作業中に物が当たった、刺さった
- ⑨ グライNDER作業中、チップING作業中、異物が目に入った
- ⑩ 作動部に挟まれた、巻き込まれた
- ⑪ 蒸気・燃料油・有毒液体貨物を被った
- ⑫ 重いものを持ち上げて腰・背中を痛めた
- ⑬ エンジンルーム、貨物タンクの爆発
- ⑭ 火災
- ⑮ 操練中フックが外れ救命艇が落下した
- ⑯ 他船との衝突

\*負傷事故を防止するためには、日頃の作業環境の安全確保に関する教育と訓練、注意喚起、作業要具のメンテと整理整頓が重要です。

\*近年、ケミカルタンカーのタンククリーニング中の爆発事故が続き、多くの船員が死傷しました。タンククリーニングに際しては、作業前のガス検知、防護服の着用、付近での火気厳禁など注意事項を厳守してください。

## (2) 船員の主な疾病は以下のとおりです。

- ① 盲腸
- ② 尿管結石
- ③ 高血圧
- ④ 胃炎
- ⑤ 心臓病
- ⑥ 胆石
- ⑦ 痔疾
- ⑧ 糖尿病
- ⑨ 脳梗塞
- ⑩ 肝臓病
- ⑪ 精神障害

\*食べすぎ、飲みすぎや栄養バランスの偏りなど食生活に起因すると思われる生活習慣病（がん、心疾患、糖尿病、脳血管疾患など）の増加が目立っています。生活習慣病は、間食の制限、栄養管理、適度な運動などにより予防することができますので、船内での健康管理が有効です。

### (3) その他の事故

- ① 不十分なガスフリーまたはガス検知作業のままタンクや閉所に入ったため酸欠による意識障害
- ② 閉所に閉じ込められて死亡
- ③ 食中毒
- ④ けんか、自殺、暴漢、海賊
- ⑤ 陸上交通事故

## 3 事故後の対応

軽微な傷病の場合は、船内での手当や次港での通院による治療で済みますが、重度の場合は緊急手当が必要になります。入港中の事故の場合は、代理店を通じて救急車を手配して病院に搬送することができますが、洋上で大怪我又は急病が発生した場合はそうは行きません。冷静な判断と素早い対応による適切な処置が求められます。

### (1) 洋上での深刻事態への対応策

- ① 応急手当
- ② 船主、管理会社への通知と助言の要請
- ③ 無線による医療機関への相談
- ④ 最寄りの港への寄港
- ⑤ 要すれば、ヘリコプターによる洋上救助の依頼
- ⑥ 最寄りのP&Iコレポンへの通知

\*後日の調査と報告のため、負傷の場合は事故の日時・場所・原因の調査、証拠品の保管・撮影、目撃者証言の記録が必要です。一方、疾病の場合は船員本人から詳しい症状を聞いて、適切な応急手当を施すことが肝要です。

### (2) 船員が行方不明になった場合の対応策

- ① 当直者や他の船員から当人が最後に目撃された時間・場所を確認
- ② 船室の調査（遺書の有無）
- ③ 船内捜索（閉鎖場所に閉じ込められていないか）
- ④ 洋上捜索（船員が最後に目撃された地点まで引き返す）
- ⑤ 船主、管理会社、代理店、関係当局への通知
- ⑥ 最寄りのP&Iコレポンへの通知

### (3) 船員が不帰船の場合の対応策

- ① 船室での所持品の調査（パスポート、貴重品、手紙の有無の確認）
- ② 他の船員から不帰船船員の様子を聴取
- ③ 船主、管理会社、代理店、関係当局への報告
- ④ 最寄りのP&Iコレポンへの通知

\*パスポート、Seamen's Book、License等は、船長が一括して保管することも不測の事態の防止の一助になります。

## 4 各種調査への対応

負傷事故、死亡事故、行方不明、不帰船の場合は、警察や入国管理当局等が乗船して調査を行うことがあります。死亡事故の場合、通常検死が行われます。官憲の調査には全面的に協力するべきですが、調査官の身元を確認してから回答すべきです。また、事情聴取には事実のみを正直に答え、調書に署名する際には、内容に誤りがないかどうか確認することが肝要です。

船員が不帰船となった場合、国によっては過怠金が課されたり、見つかった場合の送還費用の担保のための現金供託や保証状を要求されることがありますので、不帰船が疑われる場合は、速やかに船主、管理会社に報告する一方、代理店を通じて最寄りのP&Iコレポンに連絡してください。

## 5 注意点

傷病や死亡が職務上のものか職務外のものかの判断材料として重要な証拠となるのが船長報告書です。船長報告書には事実を客観的に記述してください。また、事故の目撃者がいれば、その者にも証言書を書かせておくことが必要です。事故現場の写真撮影や証拠物の保管も重要です。

## 6 まとめ

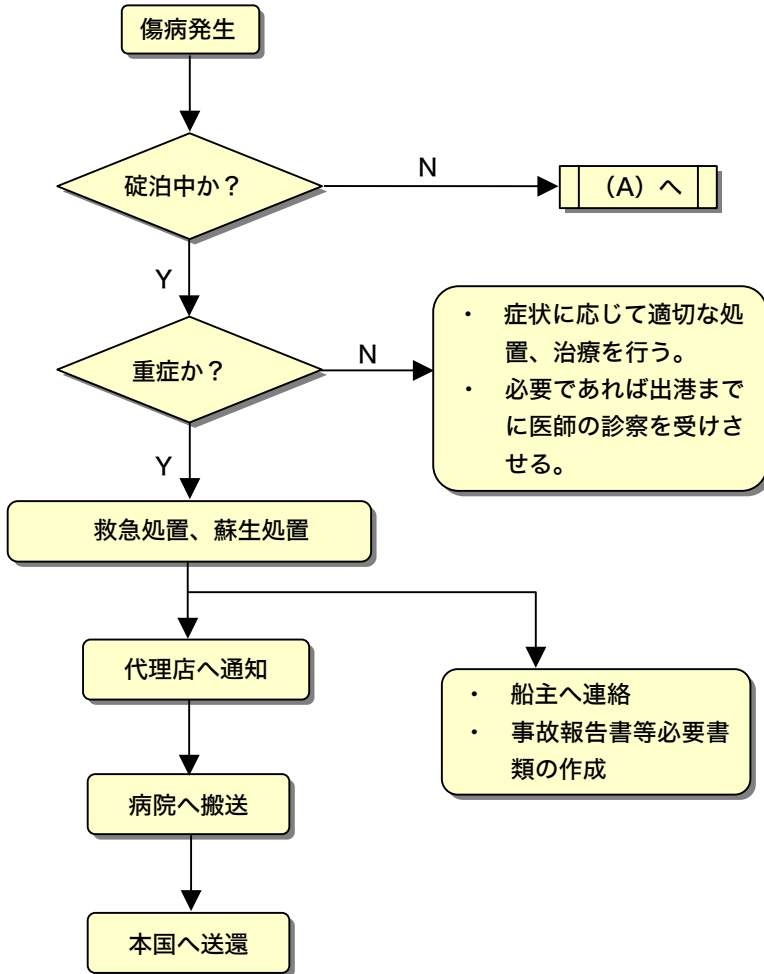
- ① 日頃の教育・訓練、健康管理によるロスプリベンション
- ② 常備薬の完備と応急手当の訓練
- ③ 冷静な判断と迅速で適切な応急処置
- ④ 船主、管理会社、代理店、当局、P&Iコレポンへの通知
- ⑤ 顛末の記録、報告書の作成、証拠物の保管

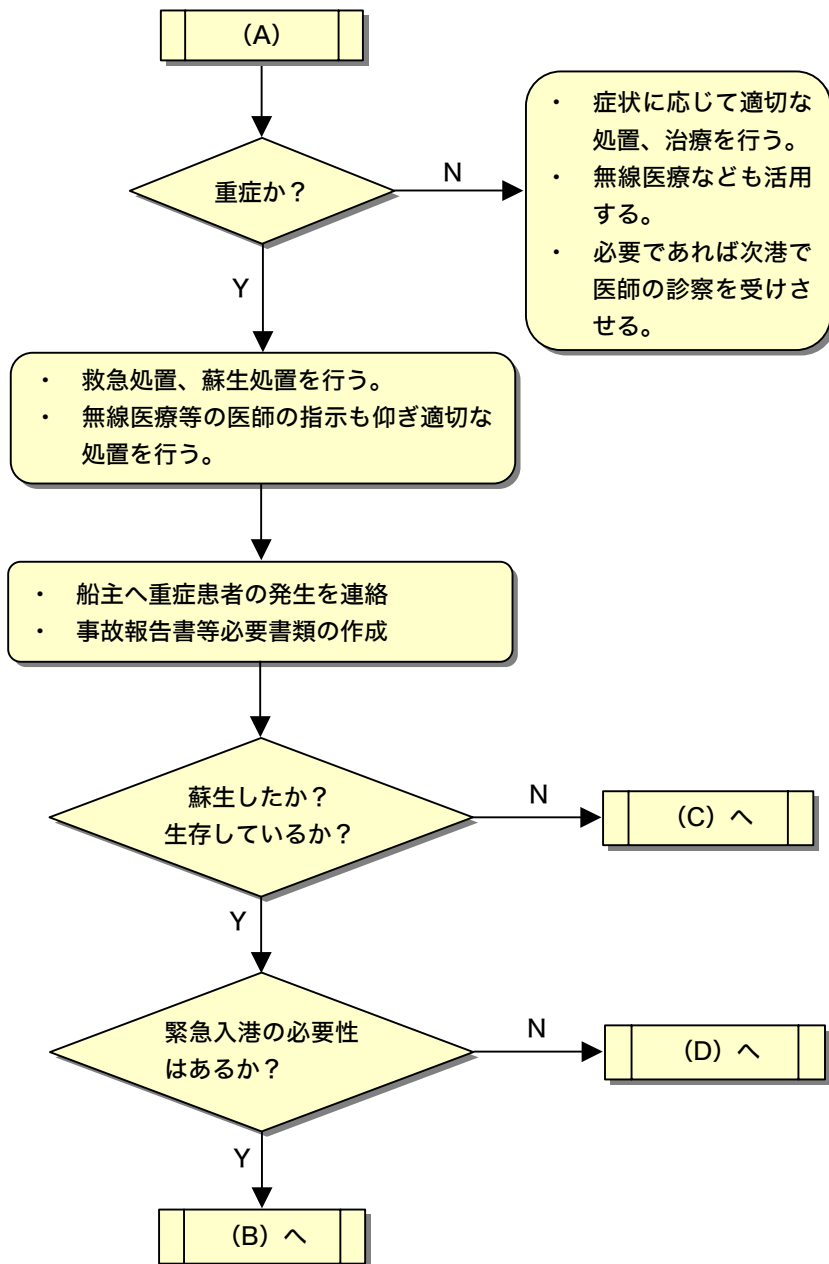
## 7 必要書類

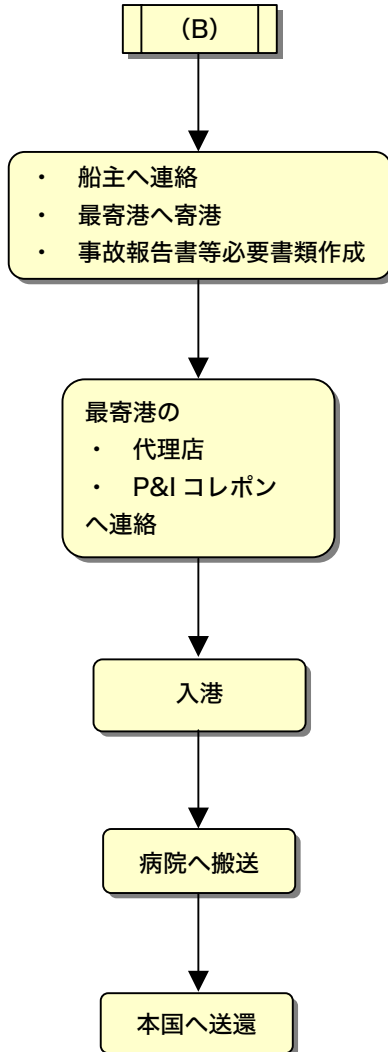
- ① 船長報告書
- ② 事故の目撃者の証言記録
- ③ 船主、管理会社、医療機関、当局との交信記録
- ④ 離路報告（離路した場合）
- ⑤ 事故現場の写真



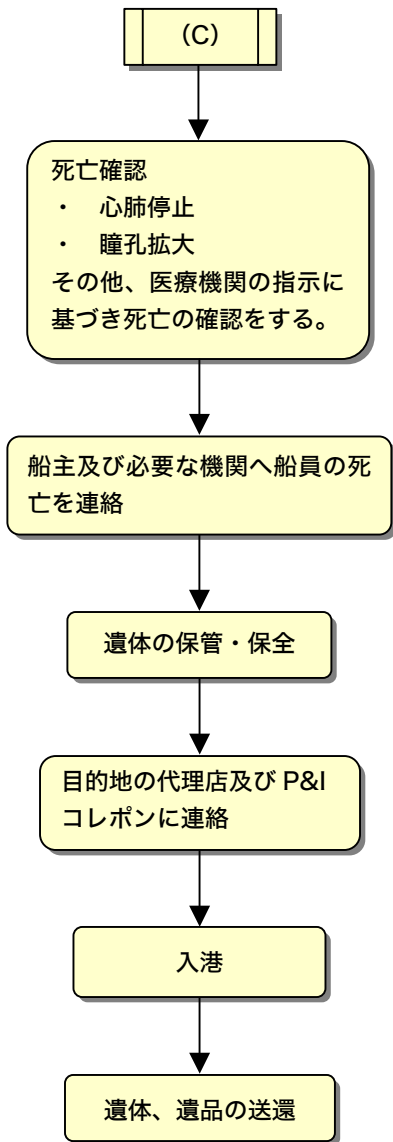
## 8 フローチャート

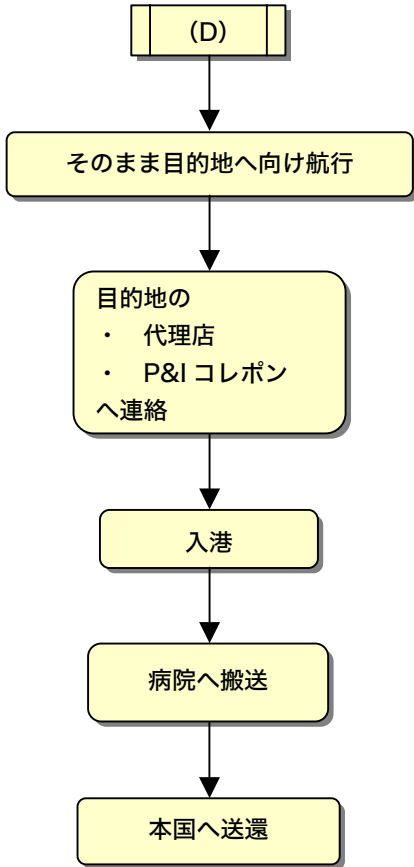












第2章

# 密航者と難民



# 密航者と難民

## 1 密航者

国際海事機関（IMO）の統計によりますと2002年には265件(574名)、2003年には185件（481名）の密航者ケースが報告されております。最も多く密航者が乗船した地域は西アフリカで次いでカリブ海沿岸となっております。密航者の国籍を見ますと、モロッコ人、ナイジェリア人、リベリア人、コンゴ人、アルジェリア人、カメルーン人、タンザニア人、ドミニカ人が多く報告されております。当組合の過去5年間の記録によりますと、加入外航船約2,000隻において、年間約60件の密航者ケースが報告されています。

残念ながら多くの国が密航者の上陸を許可しませんので、本船から密航者を下船させ送還するのはしばしば非常に困難なものとなります。密航者の乗船は努力次第で未然に防ぐことができます。密航者に一旦乗船されますと、下船・送還のために船主と本船に大変な労力と時間と費用がかかりますので、特に密航者が多発している地域では入港中の見張りを強化し、出港前の船内捜索を徹底的に行うべきです。

海上人命安全条約（SOLAS条約）の改正に伴い、2004年7月1日付で船舶及び港湾の国際安全保安コード（ISPSコード）が発効しました。このISPSコードは船舶内の立入制限区域の設定、船内巡回の実施、部外者の出入りのチェック等を内容とする船舶保安計画の策定を義務付け、船主、本船に対し厳重な対応を要求しております。これらの保安計画を励行し密航者の乗船阻止に心がけてください。

## 2 P&I保険のてん補

密航者送還に関する諸費用がてん補対象となります。例えば、本人確認のために必要な諸費用、船内供食費、本国送還のための航空運賃、その他の交通費、エスコート費用、代理店費用、密航者を下船させるために離路した場合の離路費用などです。

### 3 発見後の対応

#### (1) 身元確認と身柄の確保

密航者を発見した場合、下船・送還のために必要な書類を作成するため、インタビューや所持品検査から以下の通り身元確認を行うとともに、逃亡を防止するために身柄を確保しなければなりません。

- ① パスポート、IDカード等身元を証明できる書類の所持の確認
- ② 本船にて密航者の氏名・住所等の聴取（添付質問表参照）
- ③ 出身地、乗船地の確認
- ④ 密航目的と本国送還への同意の確認
- ⑤ 密航者の写真撮影並びに両手の指紋の採取
- ⑥ 密航者を外から施錠できる個室に確保

#### (2) 下船の手配

##### ① 下船地の決定

密航者はなるべく早く下船させ、本国へ送還させることが良策です。最も確実なのは密航者が乗り込んだ港で下船させることです。乗船地に引き返すことが後日のトラブルを避ける上で得策です。発見が遅れ引き返すことが困難であれば本船の寄港地で順次下船を試みるようになりますが、上陸許可がおりずに長期に亘り本船内に留め置かざるを得ない状況に陥ることが多く見られます。近い将来本船が密航者の乗船地に戻る予定があるならば、乗船地に戻った際に下船させることができます。当組合は船長と組合員に密航者送還方法につき、適切な助言とアシストを行います。

##### ② 代理店、P&Iコレポンの起用

密航者の下船・送還には入国管理事務所、大使館(領事部)、領事館への申請等、煩雑な手続きが必要です。そのため下船予定地で経験豊富な当組合のコレボンや船主独自の代理店の起用が必要となる場合があります。

#### (3) 下船・送還

下船・送還の見込みが立てば交通手段、各種申請、関連書類の入手、エスコート手配等煩雑な手配が必要となります。その手配についても代理店、P&Iコレボンを起用することにより迅速な対応が可能となります。

## 4 密航者発見時の注意点

### (1) 身元確認の困難

密航者は身元を証明する書類を持っていない場合が多く、インタビューの際、正直に名前、国籍、住所等の身元データを申告しないケースが多いので注意が必要です。その場合、密航者の身元確認が非常に困難となります。密航者に対し彼らの母国と思われる国の通訳またはP&Iコレポンを起用し事情聴取を実施することや、密航者自身に申告書を作成させ通訳またはP&Iコレポンに確認させることで身元が判明する場合があります。

### (2) 過怠金

密航者を乗船させて入港したことにより過怠金を課す国(オランダ、メキシコ等)や逃亡を防止するために監視員の配備を義務付けする国、密航者が本船から逃亡した場合に高額な過怠金を課す国(スペイン)もありますので下船させようとする国の代理店、P&Iコレポンに確認する必要があります。

### (3) 密航者の下船・送還を認めない国々

密航者の下船・送還を認めない国が多くあります。当組合の経験では、アルジェリア、ベルギー、フランス、ガンビア、ハイチ、香港、イタリア、日本、クウェート、メキシコ、ニューカレドニア、ノルウエー、サウジアラビア、セネガル、シンガポール、韓国、台湾、アラブ首長国連邦、イギリスなどで下船・送還を認められなかったことがあります。寄航地で送還させられなかった場合、次港で送還を試みることとなります。本船の寄港予定地のいずれでも送還が認められない場合、密航者の送還可能な最寄港に向かわざるを得ない場合もあります。

### (4) 煩雑で時間のかかる各種手続

法律や規則で密航者の下船・送還を認めていても、その手続きに時間がかかりすぎて事実上送還ができない国もあります。また、密航者の滞在期間の制限、監視員の配備、検疫、予防注射、医師の診断の必要性等種々の制約や手続があることがありますので注意が必要です。

### (5) 麻薬の密輸

密航者が乗船した国によっては麻薬運搬の嫌疑が持たれますので、この場合は本船内に麻薬が隠されていないか十分搜索する必要があります。後日、本船内で麻薬が発見された場合、乗組員に対する厳しい取調べが実施され本船運航

に支障が生じることがあります。このようなおそれがある場合は事前に関係当局に通知すべきです。

## (6) 密航者からの諸費用の回収

密航は明らかに不法行為ですので本船側が負担した費用は当然密航者に請求できますが、実際問題として密航者のほとんどは無一文ですので回収は困難です。

## (7) 人道的な扱い

密航者は人道的に扱わなければなりません。密航者を人道的に扱わないと船長、乗組員が罰せられる国(ブラジル等)があります。密航者に手錠をかけるとか緊縛等はやむをえない場合を除き行うべきではありません。船内での強制労働も避けなければなりませんし、船員と同等の食事も与えなければなりません。

## (8) 密航者乗船の防止

密航者は乗船させないことが一番です。そのために密航者の乗船が頻繁に発生している地域では通常の防衛手段に加え、以下の防止策を講じるべきです。

- ① 船舶保安レベルを上げる
- ② 上甲板及び船舶周囲の監視を強化する
- ③ 積荷と船用品の積込みの監督を強化する
- ④ 人の乗船とその所有物の管理を強化する
- ⑤ 船内の巡回を強化する
- ⑥ 出港後の密航者点検を強化する

密航者が身を隠しているのは次のような場所です。

- ① 上甲板
- ② カーゴホールド、カーデッキ
- ③ 本船クレーン
- ④ ラダートランク
- ⑤ ライフボート
- ⑥ コンテナ
- ⑦ ファンネル

なお、④のラダートランクについては、ラダーコンパートメントの開口部に鉄格子を取り付ける侵入防止策が有効です。

## 5 難民

難民を救助、乗船させた場合、通常寄航予定地に向かい、現地の国連難民高等弁務官(UHCR: United Nations High Commissioner for Refugees)事務所を通じ、庇護を求めることとなりますが、難民の受入れについては政府によって対応が異なりますので、現地代理店、P&Iコレポン、UHCR事務所の協力を得て迅速な下船を試みるようになります。

### (1) 難民を乗船させたときの処置

- ① 海上で難民を救助した時は次の寄港予定地の代理店に通報しなければなりません。通報事項は添付資料（難民用質問表）をご参照ください。
- ② 通報すると同時に代理店に対し港湾当局、出入国管理局、UHCR事務所、船籍国の大使館へ通報するよう指示をする必要があります。

### (2) UHCR事務所からの費用の回収

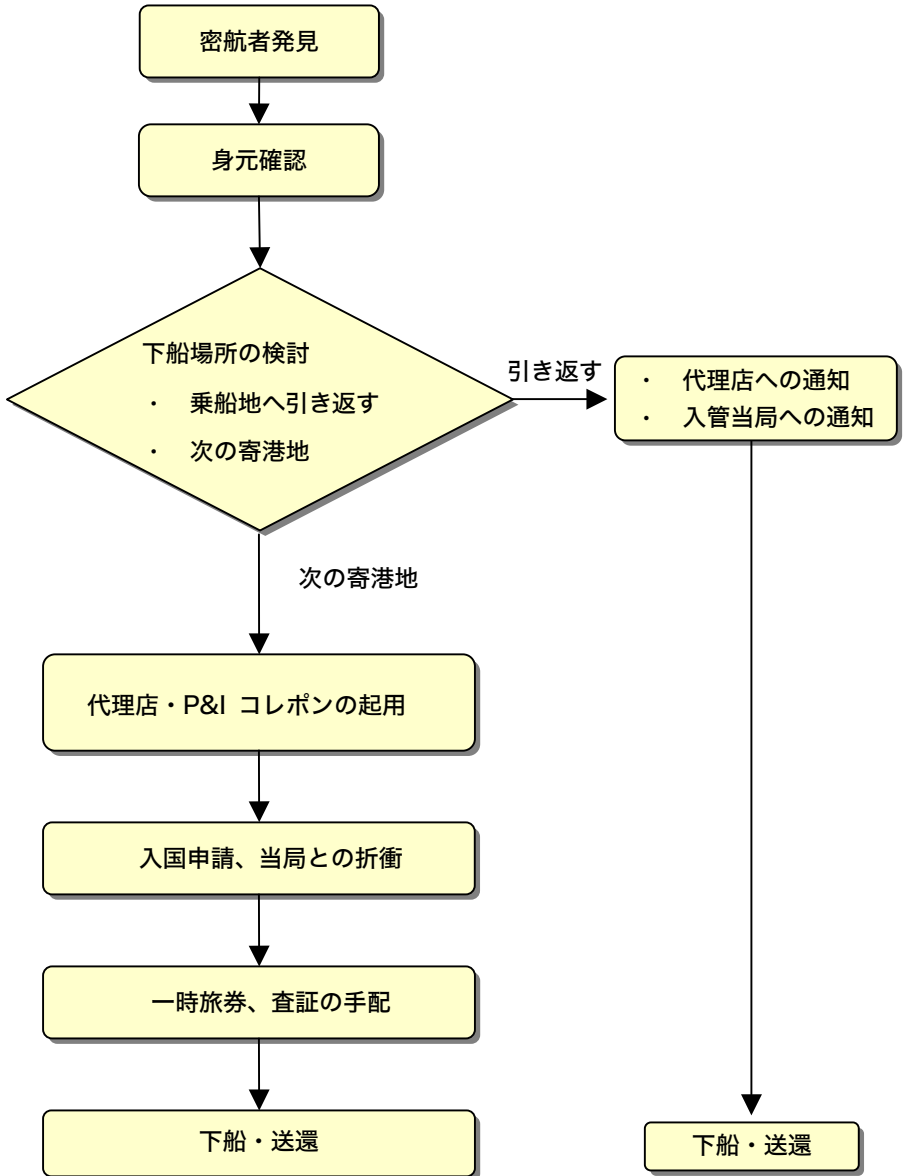
難民を下船させるために要した余分な費用はUHCR事務所に請求することができます。回収できる費用は以下のとおりです。

- ① 乗船させた難民の生活経費
- ② 救助の直接的な結果として生じた支出

UHCRへの請求には、領収書を含めた全ての証拠書類が必要になりますので、本船での記録を残しておいてください。なお、UHCR事務所への請求は当組合を通じて行うことができます。



## 6 フローチャート（密航者ケース）



## 7 参考フォーム

- ・ 密航者用質問表
- ・ 難民用質問表



## 密航者用質問表

### A 本船要目

1 船名	_____
2 インマルサット番号 (ファックス、電話、テレックス)	_____
3 コールサイン・IMO番号	_____
4 船籍港	_____
5 船長名	_____
6 船主名	_____
7 船主所在地	_____
8 前港・出港日	_____
9 次港・入港予定日	_____
10 次港代理店	_____
11 代理店詳細	_____

### B 密航者の外観

1 身長 (cm)	写真
2 体重 (kg)	
3 性別	
4 肌の色	
5 目の色	
6 髪の色	
7 顔立ち	
8 痣、黒子/身体的特徴	

### C 密航者の詳細

1 姓	_____
2 名	_____
3 洗礼名	_____
4 アフリカ名	_____
5 生年月日	_____
6 生誕地	_____
7 国籍	_____
8 宗教	_____
9 部族	_____

10	住所
11	言語（書・話）
12	パスポート番号
	発行日
	発行場所
	有効期限
	発行者
13	身分証明書番号
	発行日
	発行場所
	有効期限
	発行者
14	その他の書類（船員手帳等）
	書類の種類
	書類番号
	発行日
	発行場所
	有効期限
	発行者
15	父親の氏名・住所
16	母親の氏名・住所
17	婚姻の有無
18	配偶者の氏名・住所
19	子供の詳細
	氏名
	住所

## D 乗船時の情報

1	乗船した日時
2	乗船した場所
3	希望目的地
4	乗船の理由
5	乗船の方法
6	発見日時
7	隠れていた場所
8	発見した場所

## E 指紋

	拇指	人差指	中指	環指	小指
右手					
左手	拇指	人差指	中指	環指	小指

## 難民用質問表

### A 本船要目

1 船名	_____
2 インマルサット番号 (電話、ファックス、テレックス)	_____
3 コールサイン・IMO番号	_____
4 船籍港	_____
5 船長名	_____
6 船主名	_____
7 船主所在地	_____
8 前港・出港日時	_____
9 次港・入港予定日	_____
10 次港代理店	_____
11 代理店詳細	_____

### B 難民の情報

1 人数	_____
男性	_____
女性	_____
2 国籍	_____
3 難民となった理由	_____
4 救助した日時	_____
5 救助した場所	_____
6 救助の状況	_____
7 難民の健康状態	_____
8 救急医療の必要性	_____

## 第3章

# 人身損害



# 人身損害

## 1 人身損害

人身事故を防ぐためには、本船上から潜在的な危険を排除し、常に安全な状態を維持することや乗組員に安全作業手順を遵守するよう指導することが肝要です。特に本船の入港時には、パイロットをはじめ官憲、代理店担当者、荷役関係者をはじめ時には糧食の搬入業者や訪船者など多くの関係者が乗船し、また綱取人などの本船周辺で作業する者も多くいるため、これらの者が本船によって負傷などせぬように注意が必要です。本船が安全な状態になかったり、運航上の過失によってこれらの者が死傷した場合、船主は賠償責任を負い、余分な費用の負担を余儀なくされます。

クレーム例（船主に対する損害賠償請求）を以下に紹介します。

- ① ステベが本船の甲板上でスリップして負傷。ステベはスリップした部分の甲板に油が付着していたと主張。
- ② 官憲が本船ギャングウェイラダーから転落して負傷。官憲はラダーのメンテナンス不十分が原因と主張。
- ③ 着岸作業時、綱取人が本船から投げたヒービングライン先端のサンドレッドに当たって負傷。綱取人はヒービングライン投索時の本船側不注意を主張。
- ④ 係留索の切断により、付近にいたステベが負傷。ステベは係留索のメンテナンス不良を主張。
- ⑤ ホールドラダーのステップが折れステベが転落して負傷。ステベはステップのメンテナンス不良を主張。
- ⑥ パイロットがパイロットボートから本船に移乗する際、海中転落して死亡。パイロットの遺族は本船の変針が原因だと主張。
- ⑦ 変わった例としては、婦人訪船者のハイヒールが階段滑り止め金具に引掛かり転倒。金具の厚さが原因とするもハイヒールで訪船した本人の寄与過失もありとされた。

いずれの例においても、被害者が本船船主の安全配慮義務違反等による不法行為を指摘し、治療費のみならず、逸失利益や慰謝料等を含めた高額な損害賠償請求を提起してくることも稀ではありません。



## 2 P&I保険のてん補

人身損害に関しては死亡による損害（逸失利益、慰謝料、葬儀費用等）、受傷による損害（治療費、休業損害、慰謝料等）等の賠償責任のほかに様々な費用が発生します。航海中に便乗者が負傷や急病となった場合の本船離路費用、病院への搬入費用、海中転落であれば搜索救助の費用等も生じます。このような人の死傷などに関して負担した船主の責任、費用がてん補対象となります。

## 3 事故通知

本船上及び本船外であっても本船の運航に起因して死傷事故が発生した場合、速やかに正確な情報を船主、船舶管理会社、最寄のP&Iコレポンに通知してください。

## 4 事故後の対応

事故発生直後に船長がとるべき対応は以下のとおりです。

- ① 人命の安全のために必要な緊急措置
- ② 事故の状況確認
- ③ 事故現場の周囲の状況、事故の原因調査（昼夜の別、照明の有無、清掃状況、油分の有無、本船設備の欠陥の有無、気象・海象等）
- ④ 事故に関する死傷者の過失の有無、もしくは第三者の過失の有無の調査
- ⑤ 証拠の保全

事故現認時に、以下の様な証拠を可能な限り集め保全しておくことが大切です。

- a. 船長報告書（事故の状況及びその原因、事故現場の周囲の状況、第三者の介入の有無、死傷者・目撃者その他関係者の氏名・所属・連絡先を含む）
- b. 事故目撃者の供述書（形式にこだわらず、出来る限り多くの記憶を書き留める。）
- c. 事故現場の写真
- d. 事故現場周囲の状況（照明、障害物、事故との因果関係が認められるもの等を含む）
- e. 事故時の気象・海象の記録、関係機器・設備の整備記録
- f. 事故時航海中であれば事故発生位置、事故前後の本船針路・エンジンモーションの記録（海図のコピー、ベルブック、ログブック、コースレコーダー、Quarter Master's Log）

また、後日クレームを提起されてから、事故当時乗船していた船長、船員、目撃者その他関係者の証言が必要になる場合に備えて、船長、船員、目撃者その他関係者への連絡方法が確立されるようにしておくことも大切です。

#### ⑥ 現認書の取付け

負傷事故があったが、事実関係から本船側の過失がないと判断される場合には、事故の発生と本船無責を記載した確認書に負傷者側の署名を取り付けておくことをお勧めします。確認書を取り付けられない場合は、本船無責を記載した通知書を関係者に手交し、受領確認を得ておくべきです。

一方、負傷者側から現認書への署名を求められた場合には、“without prejudice, receipt only”（責任を認めない、受領のみ）と明記し、さらに本船側に過失がないことが明らかな場合には、“the vessel is not liable for the injury”等、積極的に本船の無過失を明示するremarkをつけて署名するべきです。

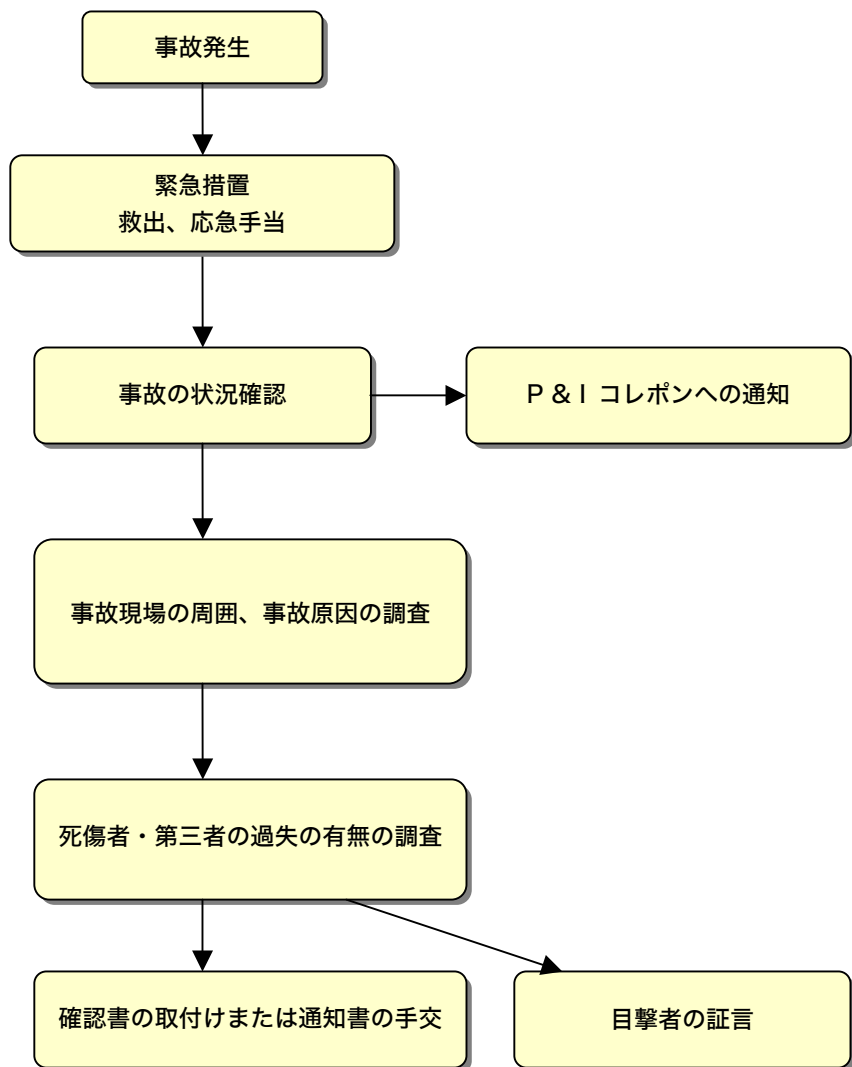
## 5 問題点

いずれの種類事故においても言える事ですが、特に港湾労働者等に関する死傷事故では、本船乗組員が事故発生を目撃することが殆どありません。事故報告を受けることなく出港してしまうこともあります。船主がクレーム通知を受領したときには、事故から数ヶ月～数年を経過していることさえあります。そのためクレームを提起された時点において、本船側の無過失を立証するための証拠が乏しく、責任防衛が困難になる場合が多くあります。その理由としては、概して、事故当時においては大した事態にはならないと思われたために、本船側での証拠の保全が十分になされることが挙げられます。場合によっては本船側では何ら身に覚えのない事故について、高額なクレームを提起されて初めて知らされるというケースも珍しくありません。入出港時等、乗組員以外の者が本船に関与するような状況では、本船乗組員は、これらの人々の動静を可能な限り把握しておくことが必要です。

## 6 人身事故での注意点

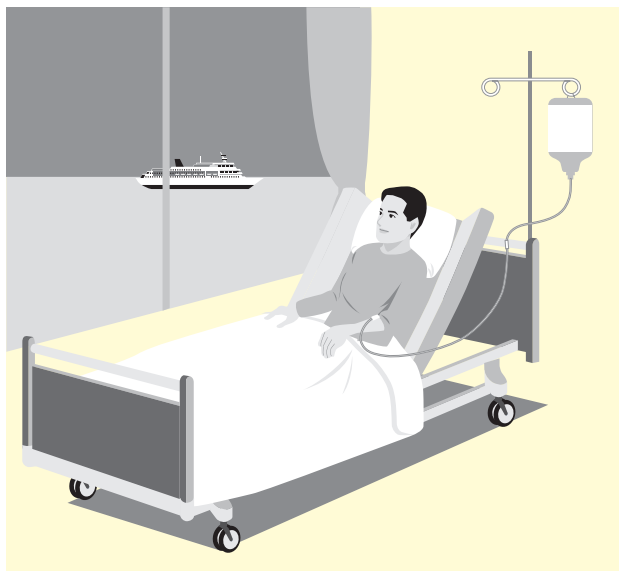
- ① 事故発生直後に、可能な限り多くの証拠を保全する。
- ② 本船側の過失がない場合には、その旨明記した現認書に負傷者側の署名を取り付ける。負傷者側への現認書には、“without prejudice, receipt only”、“the vessel is not liable for the injury”等のremarkを付記して署名する。
- ③ 後日の船員、目撃者その他関係者への連絡方法を確立しておく。

## 7 フローチャート



## 8 参考フォーム

- ① 確認書 (本船無責)
- ② 確認書 (無事故)



確認書

関係各位

私、“負傷者名”は、平成 年 月 日 時 分頃“場所”に於いて  
“事故の概要”により“負傷個所”を負傷しました。

本件は私の不注意によるものであり本船には何ら責任がないことを確認します。

以上

平成 年 月 日

“負傷者名”

“所属”

“負傷者の署名または捺印”

参考フォーム② 確認書（無事故）

日付：

関係各位

確認書

本船：

Voy. No.：

港、国：

入港日：

出港日：

我々は、本船が本港に入港し、荷役を終えるまで何ら人身事故がなく、荷役関係者、港湾労働者、代理店職員に負傷した者がいないことを確認する。

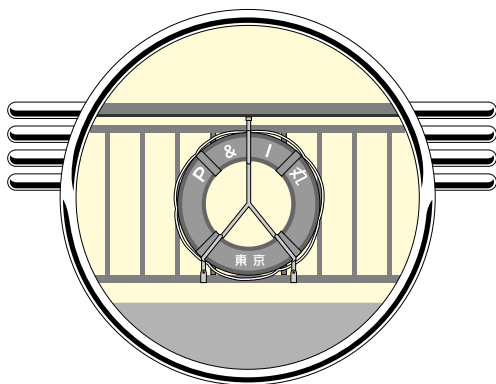
以上

船内荷役会社： \_\_\_\_\_ 船長： \_\_\_\_\_

代理店： \_\_\_\_\_ 一航士： \_\_\_\_\_

第4章

# 貨物損害



# 貨物損害

## 1 貨物の損害と原因

貨物クレームは件数も支払額も多く、P&Iクラブにとって最も気になるクレームのひとつです。当組合の記録によりますと、2005保険年度の受理クレーム約4,500件の内、貨物クレームは約1,900件と42.2%を占めています。

ほとんどの貨物クレームは、本船の適切な整備と適切な貨物の取扱いによって防ぐことができます。船側の責任で貨物に損害を与えると、荷主への賠償責任を負うだけでなく、揚荷役に余分な時間と費用がかかり、場合によっては荷主から貨物の受取りを拒否され、本船の運航に支障を来すこととなります。また、荷主、傭船者からの信用を失い、営業的なロスを被ることにもなりますので、受取りから引渡しまで貨物の取扱い、管理について十分な注意が必要です。

主な貨物損害とその原因は次のとおりです。

### ① 濡損

- ハッチカバーの水密性不足
- ビルジの残留
- 結露
- 荷役中の降雨
- バラスト水の流入
- 外板のクラック

### ② 破曲損害

- 荷崩れ
- ラッシングの緩み

### ③ 不足損害

- 数量計測方法の違い
- ホールド/タンクへの付着
- 荷役中のこぼれ



- ステベの抜荷
- ④ コンタミネーション
- 前荷の混入
  - 異種貨物の混入
  - 洗浄水の混入
  - 錆の混入
  - 海水浸入
  - タンクコーティングの剥れ
  - 隔壁のクラック
  - パイプライン仕切弁の不良、操作ミス
- ⑤ 熱による損害
- 燃料タンクの過熱
  - 貨物の性質
  - 換気不十分
- ⑥ 冷蔵貨物の昇温・低温による損害、冷凍貨物の解凍
- ホールドの予冷不足
  - 冷凍装置の不調
  - 温度管理ミス
  - 荷役中の温度上昇
  - 貨物の性質
  - 換気不十分
  - 霜取作業中のミス

## 2 P&I保険のてん補

貨物の船積、荷扱、積付、運送、保管、荷揚、引渡についての運送契約上の義務違反により組合員が負う責任及び費用がP&I保険でてん補されます。

## 3 事故後の対応

### (1) サーベイ手配

貨物損害が認められた場合、速やかに船主や船舶管理会社に通知するとともに代理店を通じて又は直接組合が選任している揚地のP&Iコレポンに事故通知

をして、サーベイヤーを手配してください。コレポンへの主な通知事項は次のとおりです。

- 船名
- 損害発生日時
- 損害発生場所
- 損害品、損害数量、損害の程度、積付場所、B/L No.
- 積地、積み数量
- 推定される損害原因
- 代理店明細
- ETA/ETD

## (2) 損害拡大防止の応急措置

損害の拡大を防ぐために本船でできる応急措置を取ってください。但し、危険を冒しての作業は避けなければなりません。

## (3) 損害事実の記録等

### ① 写真撮影

後日、荷主等関係者との損害賠償交渉に備え、損害原因、損害程度を示す写真を撮影しておくことが有益です。

### ② 記録

前述の主な通知事項や当時の気象・海象状況、事故後の措置などをログブックに記録することが重要です。後日の損害賠償交渉時の証拠となります。

### ③ 海難報告書

荒天遭遇による荷崩れや海水浸水の場合、次の寄航地で海難報告書の認証を受けておくべきです。

## 4 サーベイにおける注意点

訪船者に対しては、当該事故にどのように関与しているのか把握し、適切に対応することが必要です。

- ① 乗船してきたサーベイヤーが誰の委嘱で乗船したかを確認する。
- ② P&I（本船側）サーベイヤーには全面的に協力する。
- ③ 荷主側サーベイヤーの調査にはP&Iサーベイヤーを立ち会わせる。損害状

況の確認以外のアクセスを拒否する。

- ④ 荷主側サバイヤーへは書類を開示しない。やむを得ぬ場合、必ずP&Iサバイヤー他本船側関係者と相談する。
- ⑤ 荷主側サバイヤーから書類に署名を求められても、拒否するか、“without prejudice, receipt only”とリマークを付して署名する。

## 5 運送人の義務

多くの貨物クレームは、本船のメンテナンス、貨物の取扱注意等により防ぐことができます。船荷証券に関する各国法制の統一を目的とした国際条約ヘグ・ルール（1924年成立）は、運送人の義務として次のように規定しています。

- ① 堪航性担保義務：運送人は航海開始前および航海開始時に船舶を航海に堪える状態にするために相当の注意を尽くさなければならない。（3条1項）
- ② 運送品に対する注意義務：運送人は運送品の船積、荷扱、積付、運送、保管、荷揚、引渡を適切かつ慎重に行わなければならない。（同条2項）

堪航性担保義務と運送品に対する注意義務を果たせば、多くの貨物クレームは防止でき、また、もしも貨物損害が発生し、荷主、備船者からクレームを受けても、運送人としての注意を尽くしたことを立証することにより、責任を軽減したり免れることができます。

## 6 貨物運送の注意点

### (1) 積地での注意点

貨物は船積み前から損害を生じていることがあります。船積み前から存在している損害に気づかず、Clean B/Lを発行してしまうと、揚地で思いもよらぬクレームを受けることとなりますので、船積み前の貨物状態を確認する必要があります。もしも、船積み前に貨物損害が発見された場合は、その事実を本船から荷主・備船者・船主等関係者に通知し、Mate's ReceiptにRemarkを記入、場合によっては速やかに損害貨物の船積みを中止すべきです。もしも、既に損害貨物を船積みしてしまった場合は、正品貨物との積替えも考慮すべきです。

積荷役中の降雨やステベのラフハンドリングにより貨物に損害が発生することがあります。雨が降りそうな場合は天候に注意し、降り始めた場合は速やかに荷役を中断し、ハッチカバーを閉める必要があります。ステベのラフハンドリングなどによる貨物損害が発生した場合は、ステベから現認書、損害賠償の

念書を取り付けるか、荷主に通知してできれば貨物を正品と取り替えてもらうべきです。

通常、積荷の数量は荷主の申告に基づいてB/Lに記載されますが、本船でも可能な限り荷主の申告数量が正しいかどうか確認する必要があります。荷主申告数量が本船で計測した数量と著しく異なる場合は、本船関係者に速やかに通知しサーベイヤーを起用して検数、検量すべきです。

鋼材の場合、積前の状態を調査して記録し、写真撮影をしておくことで、後日のクレームにある程度対抗できます。船積み前から錆が認められる場合は、本船関係者に通知の上揚地でのクレームに備え、pre-loading condition surveyの実施をお勧めします。費用は組合でてん補されます。但し、半製品についてはpre-loading condition surveyは不要です。

## (2) 航海中の注意点

### ① 貨物の管理

貨物の管理は輸送する貨物によって異なります。船長は荷主や傭船者からの指示に従うことが必要です。貨物に異常が認められた場合は、速やかに船主、管理会社、傭船者等に通知し、対応を相談すべきです。

### ② ラッシングのチェック

定期的なラッシングチェックを励行しましょう。

### ③ 換気

換気は天候や船内外の温度と湿度の差に十分注意して行ないましょう。

## (3) 揚地での注意点

荷役要領、注意点などを受荷主、傭船者、ステベ、代理店、税関、検疫当局など関係者と十分打合わせを行うことが必要です。貨物によっては、荷役中、雨が降り始めた場合は速やかに荷役を中断し、ハッチカバーを閉めなければなりません。ステベのラフハンドリングなどによる貨物損害が発生した場合は、ステベから現認書、損害賠償の念書を取り付け、荷主、傭船者に事故通知すべきです。

ホールド内への海水浸水や荷崩れなどによる貨物損害が認められた場合は、損害の原因、程度等を調査するため、代理店経由あるいは直接組合が選任して

いる最寄りのコレポンに事故通知し、専門のサーベイヤーの起用を要請してください。

#### (4) 注意点のまとめ（積地、航海中、揚地ですべきこと）

##### ① 積地

- 本船の堪航性確認
- ホールド/タンクの状態検査
- 船積前の貨物状態検査、サンプル採取（液体貨物類）
- 降雨の注意
- ステベによる貨物損害の防止
- 貨物数量確認
- 盗難防止
- Mate's Receipt、B/L等貨物関係書類の確認

##### ② 航海中

- ホールド内の換気、温度管理、ホールドビルジの計測
- 貨物・気象・海象の状態のLog Book記載
- 適切な航路選定、荒天の避航
- ラッシング点検
- 貨物積載区画に隣接する燃料油タンクの過熱に対する注意

##### ③ 揚地

- 揚荷前の貨物状態検査、サンプル採取（液体貨物類）
- 貨物数量確認
- 降雨の注意
- ステベによる貨物損害の防止
- 盗難防止
- Dry Certificateの入手（液体貨物類）

## 7 クレーン防止のためのチェックリスト

### ① 堪航性のチェックリスト

以下の設備に不具合箇所はないか（保守整備・清掃状況）

	ハッチカバー及び他の甲板上の開口部
	ホールド、タンク（含接続管）
	外板、隔壁、タンクトップ
	荷役ポンプ
	冷蔵・冷凍装置

### ② 荷役に関するチェックリスト

	積前の貨物の状態は良好か
	積荷の数量は正確か
	積荷計画は適切か
	積荷の移動又は荷崩れが起きないように、積荷の積付け、固縛に万全の配慮をしたか
	積残しはないか
	十分なラッシング資材を備え、充分保守整備されているか
	本船クレーン、ワイヤーロープは充分保守整備されているか。必要証明書はあるか
	荷役ポンプは充分保守整備されているか
	降雨の場合、すぐにハッチカバーを閉める準備ができていないか
	ステベの荷役方法は適切か、ラフハンドリングはないか
	ステベの抜荷はないか
	誤揚げや揚残しはないか

### ③ 航海中のチェックリスト

	ラッシングの緩みはないか
	海水浸水はないか
	隣接区画（燃料油）の過熱はないか
	貨物艙の温度管理、換気は適切か
	ビルジの増加はないか

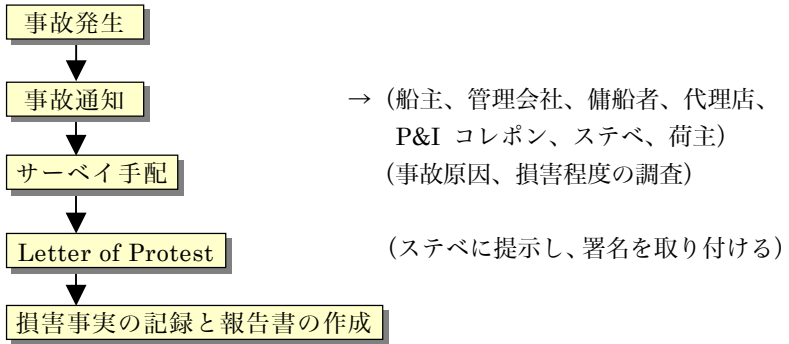
## 8 貨物損害が発生したときに用意すべき主な書類

船長報告書、Mate's Receipt他荷役書類や貨物管理についてのISM関連マニュアル、チェックリスト等が必要となりますが、損害の種別に応じ以下の書類も用意してください。

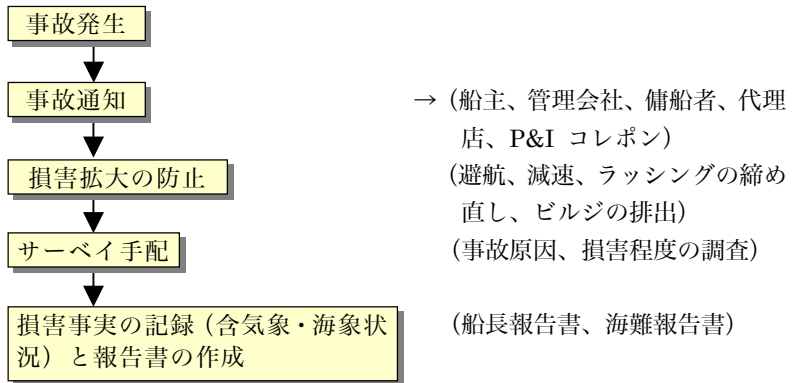
- ① 荒天遭遇による貨物損害
  - 海難報告書
  - Deck Log Book
  - 荒天避航に関する報告書
  
- ② 積荷数量不足
  - Letter of Protest
  - Draft Survey Report
  - Ullage Report
  - Dry Certificate
  
- ③ コンタミネーション
  - Pre-loading tank inspection certificate
  - Stowage plan (本航、前航、前々航)
  - 清掃方法に関する報告書
  
- ④ 熱による貨物損害
  - 燃料油加熱に関する機関長報告
  - Stowage plan
  
- ⑤ 冷蔵貨物の昇温・低温による損害、冷凍貨物の解凍
  - 船積み前の貨物の状態に関する報告
  - 温度管理記録
  - 換気記録

## 9 事故発生後のフローチャート

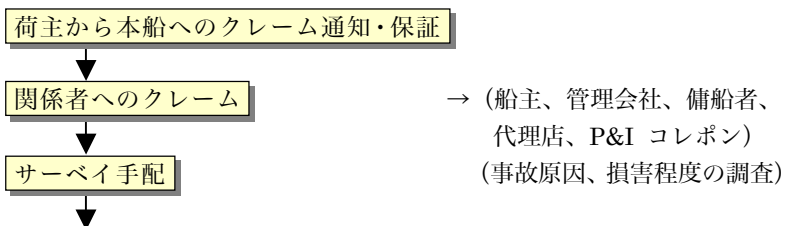
### ① 積地での貨物損害発生ケース（例：ステベのラフハンドリング）



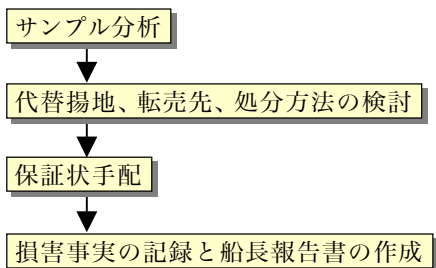
### ② 航海中の貨物損害発生の場合（例：荒天遭遇による荷崩れ、浸水）



### ③ 貨物のoff specによる受取拒否～保証状要求ケース



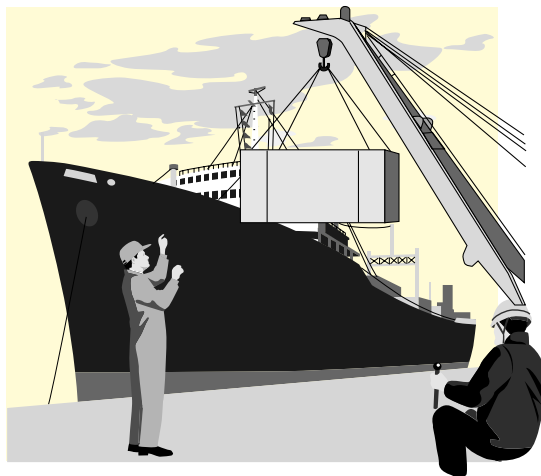




## 10 参考フォーム

- ① Letter of Protest (ステバダメージの場合)
- ② Letter of Protest (数量不足の場合)

なお、ISMコードを遵守する船舶は、関連チェックリストも併せて参照してください。



参考フォーム① Letter of Protest (ステバダメージの場合)

Date:

Messrs.

Dear Sirs,

LETTER OF PROTEST

M.V.

Voy.

Port

This is to advise you that the following cargo was damaged by rough and/or improper handling by stevedores:

B/L No.:

Description of Cargo:

Stowage:

Damaged Condition:

We hereby hold you fully responsible for the damage to the subject cargo and we shall not be responsible for any and all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said damage.

Kindly acknowledge receipt of this letter by signing at the space below.

Yours faithfully,

Master: \_\_\_\_\_

We hereby confirm receipt of this letter and accept the above.

Stevedore Company: \_\_\_\_\_

参考フォーム② Letter of Protest (数量不足の場合)

Date:

Messrs.

Dear Sirs,

**LETTER OF PROTEST**

M.V.

Voy.

Port

This is to advise you that the quantity of the cargo loaded on the vessel at this port is as follows:

Description of Cargo:

Destination of Cargo:

Stowage Tank:

Shore figures given by Shippers (A) :	<u>MT</u>
Ship's figures by ullaging/draft survey (B) :	<u>MT</u>
Discrepancy between both figures (A-B) :	<u>MT</u>

Whereas the said discrepancy being beyond vessel's control, the Owners, the Master, the Crew and the Vessel are not responsible for any dispute and all consequences and/or liabilities of any kind whatsoever directly or indirectly arising from or relating to the said discrepancy.

Kindly acknowledge receipt of this letter by signing at the space below.

Yours faithfully,

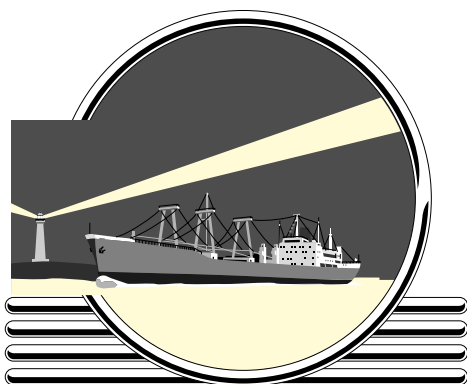
We hereby confirm receipt of this letter and accept the above.

Master: \_\_\_\_\_

Stevedore Company: \_\_\_\_\_

第5章

# 救助とSCOPIC



# 救助契約と SCOPIC

## 1 救助契約

本船が海難に遭遇し、救助者による救助が必要となった場合、通常船長は船主に遭難状況を報告し、救助者の手配を依頼します。船主は船舶保険者と相談し、救助者の選定を行います。救助者は救助契約の締結後救助作業に着手します。救助契約の種類は大別して以下の3種類ですが、ロイズ海難救助契約標準書式（通称LOF；Lloyd's Open Form）に代表されるNo cure-No pay（不成功無報酬）方式が一般的です。

- ① Lump Sum （救助料を予め協定しておく方式）
- ② Daily Hire （救助船等の使用料を1日当たりいくらと決めておく方式）
- ③ No cure-No pay（救助報酬を救助作業後に協議して決定する方式）

本章ではLOFでの救助契約を前提として解説します。通常LOFの署名は、救助者と船長が行います。LOFによる救助における救助報酬は、被救助財産の価額、環境損害の防止・軽減のための救助者の技能及び努力、危険の性質及び程度、船舶、その他の財産及び人命を救助するための救助者の技能及び努力、救助者の費やした時間、出費及び損失など多くの要素を斟酌して決定されます。（1989年海難救助条約第13条参照）

## 2 LOFの変遷

LOFは1908年にロイズ委員会により海難救助の国際的な標準契約書式として制定されました。伝統的な特色はいわゆる No cure-No pay（不成功無報酬）でしたが、1980年以降油濁損害の防止軽減への関心の高まりとともに Safety Net や Special Compensation を始めとする No cure-No pay の原則を変更する改訂がなされ大きな変革を遂げてきました。2000年9月1日から使用開始された LOF2000 に SCOPIC 条項が導入されました。

LOF80：Safety Net の導入

LOF90：1989年海難救助条約の取込み、特別補償の導入

LOF95：英国商船法の海難救助条約導入に伴う改訂

LOF2000：SCOPIC 条項の導入

### 3 Special CompensationとSCOPIC条項

救助報酬は被救助財産の価額を限度に決められます。被救助価額の高い船貨を救助した場合、救助者は十分な救助報酬を期待できますが、被救助価額が救助者の支出した費用を下回るようであれば救助者は損失を被ることになります。従って、たとえ救助が可能でも十分な救助報酬の受取りが不確かな場合、救助者は救助契約の締結に躊躇します。その結果、救助作業の開始が遅れ環境損害の危険が高まることになります。こういった状況は船主、荷主、財物保険者、P&I クラブにとって不利益です。

そこで Special Compensation（特別補償）が考案され LOF90 に導入されました。（1989年海難救助条約第14条参照）LOF90の下では救助者は環境損害を防止する義務を負わされる一方、環境損害を防止しまたは軽減したにもかかわらず救助が不成功に終わり救助報酬を得られない場合や被救助財産の価額が低いために費消した費用を賄うに十分な救助報酬を得られなかった場合は、船主から特別補償を受け取ることができるようになりました。これは No cure-No pay の原則の例外です。

特別補償の制度は関係者の支持を得ましたが、一方で特別補償として容認される適正料金の算定を巡り紛争が起きました。この紛争を解決するために特別補償を発展させて LOF2000に取り入れられたものが SCOPIC 条項（Special Compensation P&I Club Clause）です。

SCOPIC 条項の特徴は以下のとおりです。

- ・救助者の費用の適正料金は合意された料金表（SCOPIC タリフ）によって算定される。
- ・SCOPIC 条項の下での救助者の報酬（SCOPIC 報酬）は SCOPIC タリフによって算定された金額に 25% のボーナスを加えたものとする。
- ・SCOPIC 報酬は救助者が SCOPIC 条項を発動した以降から算定する。
- ・救助報酬が SCOPIC 報酬未満の場合、その不足額が船主から救助者に支払われる。
- ・救助報酬が SCOPIC 報酬を超過した場合、その超過額の 25% がペナルティと

して救助報酬から減額される。

- ・救助者が SCOPIC 条項を発動した場合、船主は救助者に US\$3,000,000 の初期保証を提出する。
- ・SCOPIC 報酬の算定は船主が任命する SCR (Special Casualty Representative ; 特別現場代理人) が行う。

(注) SCR の主たる義務は救助者の義務と同一で船貨を救助し、かつ環境損害を防止または軽減するために最善の努力をすることである。その他の義務と役割は次のとおり：

- ・サルベージマスターから受領した作業日報が適切であれば、承認の署名を行い、その写しをロイズ、船主、財物保険者、P&I クラブに送付すること。
- ・サルベージマスターから受領した作業日報に不同意であれば、異議または反対意見を記載した不同意レポートを作成し、サルベージマスターに提出すると共に、ロイズ、船主、財物保険者、P&I クラブに送付すること。
- ・SCOPIC 報酬の算定等を記載した最終救助レポートを発行すること。

## 4 P&I保険のてん補

船貨の救助報酬のてん補は船舶保険と貨物保険の範疇で、P&I 保険によるてん補はありませんが、LOF 又は同種の No cure-No pay 方式で救助契約が締結された場合の特別補償あるいは SCOPIC 条項に基づく救助者への支払額 (救助報酬を超過する SCOPIC 報酬) が P&I 保険のてん補対象となります。SCOPIC 報酬が救助報酬を下回る場合は、SCOPIC 報酬の支払いはありません。

- ・救助報酬：船舶保険、貨物保険がてん補
- ・特別補償：P&I 保険がてん補
- ・救助報酬を超過する SCOPIC 報酬：P&I 保険がてん補

## 5 SCOPIC条項発動ケースの流れ (参照7. フローチャート)

- ① 海難事故発生
  - ・船長は事故状況を船主に報告
  - ・船主は船舶保険者と打ち合わせて救助者を選定
- ② LOF で救助契約を締結、SCOPIC 条項の編入
  - ・LOF のボックス欄 7 (SCOPIC 条項を本契約書に編入するか？ 選択を記入すること。Yes/No) で “No” を抹消した場合 (“Yes” を選択した場合) 救

助契約に SCOPIC 条項が編入されます。(特別補償は適用されません。)

- ・ボックス欄 7 の “No” が抹消されていないときは、SCOPIC 条項は救助契約に編入されず、契約の一部を構成しません。(特別補償が適用されます。)
- ③ 救助者が SCOPIC 条項を発動
  - ・ LOF に SCOPIC 条項が編入された場合、救助者は船主に書面で通知することによりいつでも SCOPIC 条項を発動することができます。
- ④ 保証状の提供
  - ・ 救助者が SCOPIC 条項を発動した場合、船主は 2 営業日以内に救助者に US\$3,000,000 の銀行保証状又は P&I クラブの保証状を提供しなければなりません。
  - ・ 2 営業日以内に保証状が提供されない場合、救助者は SCOPIC 条項の発動を取り下げ、特別補償の権利を回復することができます。
  - ・ 保証状の金額は適宜妥当な額に増減することができます。
- ⑤ SCR の派遣
  - ・ SCOPIC 条項が発動された場合、船主は P&I クラブと相談の上、SCR を選任し現場に派遣します。
- ⑥ 特別代理人 (Special Representative) の派遣
  - ・ 財物保険者は SCR とは別に特別代理人を現場に派遣することがあります。
- ⑦ 作業の終了と船貨の引渡し
  - ・ 救助作業終了後、救助者は Salvage Security との交換で船貨を安全地で船主、荷主に引き渡します。
- ⑧ 支払い
  - ・ 船舶保険者・貨物保険者は救助者に救助報酬を支払います。
  - ・ P&I クラブは救助者に SCOPIC 報酬を支払います。

## 6 救助ケースでの注意点

- ① 救助契約内容の確認
  - ・ 座礁、衝突、火災、エンジントラブルなど救助作業が必要な事故が発生した際には、情報をキャッチした救助者が本船にかけつけて、船長に救助を申し入れることがあります。一刻を争うときには、いち早く駆け付けた救助者に救助を要請することになるでしょうが、船主と相談の上、救助契約書の内容をよく確認してから署名することが必要です。
  - ・ 救助契約書に署名したら写しを船主に送付してください。
  - ・ 契約書を締結しない口頭での作業要請には注意が必要です。単なる曳船作業のために曳船をオーダーしたつもりなのに、後から業者に法外な救助報



酬を請求され、支払いを拒むと本船を差し押さえられてしまったという事例もあります。

② 記録類の収集・保全

- ・事故が発生した時間、事故に至る経緯、海気象、本船の状況、事故後の対応等の記録をつけて保全しておいてください。
- ・事故原因に関する記録・証言は、船主あるいは船主が任命した弁護士、P&I コレポン、P&I サーベイヤー以外には開示しないでください。

③ 管轄当局の取調べの協力

- ・事実のみを正直に供述してください。
- ・当局の質問とそれに対する供述内容を船主に報告してください。

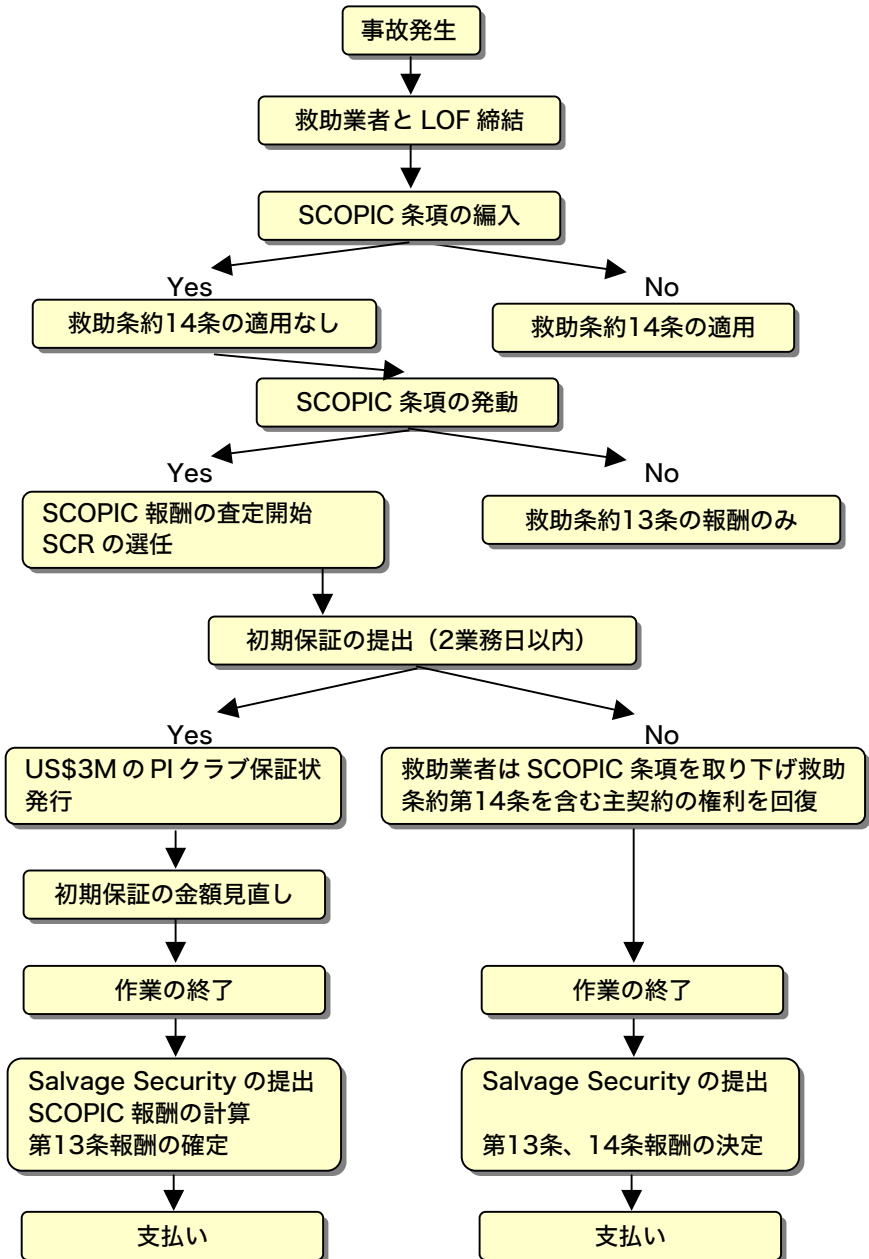
④ SCR への協力

- ・SCR は船主、荷主、財物保険者、P&I クラブ全ての代理人であり、救助を成功させるために救助者へ助言する立場にいます。SCR からの要請には協力してください。また、救助作業に関し船長として気づいたところ、意見等があれば SCR に伝えてください。

⑤ インタビューに関する注意点

- ・インタビューを申し込まれた場合、事前に相手の立場を確認することが肝要です。
- ・船主が起用した弁護士、P&I コレポン、P&I サーベイヤーのインタビューには応じるべきですが、裁判所の許可がある場合を除き、それ以外の者からのインタビューには応じるべきではありません。

## 7 フローチャート



## 8 参考フォーム

ロイズ海難救助契約標準書式

**LOF 2000**

LLOYD'S



STANDARD FORM OF

### **SALVAGE AGREEMENT**

(APPROVED AND PUBLISHED BY THE COUNCIL OF LLOYD'S)

NO CURE - NO PAY

1. Name of the salvage Contractors :           (referred to in this agreement as “the Contractors”)	2. Property to be salvaged :  The vessel –  her cargo freight bunkers stores and any other property thereon but excluding the personal effects or baggage of passengers master or crew  (referred to in this agreement as “the property”)
3. Agreed place of safety:	4. Agreed currency of any arbitral award and security (if other than United States dollars)
5. Date of this agreement :	6. Place of agreement :
7. Is the Scopic Clause incorporated into this agreement?	State alternative: Yes/No

※Lloyd's 転載許可

<p>8. Person signing for and on behalf of the Contractors</p> <p>Signature :</p>	<p>9. Captain or other person signing for and on behalf of the property</p> <p>Signature :</p>
--	--

**A. Contractors’ basic obligation:** The Contractors identified in Box 1 hereby agree to use their best endeavours to salve the property specified in Box 2 and to take the property to the place stated in Box 3 or to such other place as may hereafter be agreed. If no place is inserted in Box 3 and in the absence of any subsequent agreement as to the place where the property is to be taken the Contractors shall take the property to a place of safety.

**B. Environmental protection:** While performing the salvage services the Contractors shall also use their best endeavours to prevent or minimise damage to the environment.

**C. Scopic Clause:** Unless the word "No" in Box 7 has been deleted this agreement shall be deemed to have been made on the basis that the Scopic Clause is not incorporated and forms no part of this agreement. If the word “No” is deleted in Box 7 this shall not of itself be construed as a notice invoking the Scopic Clause within the meaning of sub-clause 2 thereof.

**D. Effect of other remedies:** Subject to the provisions of the International Convention on Salvage 1989 as incorporated into English law (“the Convention”) relating to special compensation and to the Scopic Clause if incorporated the

[continued on the reverse side]

Contractors services shall be rendered and accepted as salvage services upon the principle of "no cure – no pay" and any salvage remuneration to which the Contractors become entitled shall not be diminished by reason of the exception to the principle of "no cure – no pay" in the form of special compensation or remuneration payable to the Contractors under a Scopic Clause.

**E. Prior services:** Any salvage services rendered by the Contractors to the property before and up to the date of this agreement shall be deemed to be covered by this agreement.

**F. Duties of property owners:** Each of the owners of the property shall cooperate fully with the Contractors. In particular:

- (i) the Contractors may make reasonable use of the vessel's machinery gear and equipment free of expense provided that the Contractors shall not unnecessarily damage abandon or sacrifice any property on board;
- (ii) the Contractors shall be entitled to all such information as they may reasonably require relating to the vessel or the remainder of the property provided such information is relevant to the performance of the services and is capable of being provided without undue difficulty or delay;
- (iii) the owners of the property shall co-operate fully with the Contractors in obtaining entry to the place of safety stated in Box 3 or agreed or determined in accordance with Clause A.

**G. Rights of termination:** When there is no longer any reasonable prospect of a useful result leading to a salvage reward in accordance with Convention Articles 12 and/or 13 either the owners of the vessel or the Contractors shall be entitled to terminate the services hereunder by giving reasonable prior written notice to the other.

**H. Deemed performance:** The Contractors' services shall be deemed to have been performed when the property is in a safe condition in the place of safety stated in Box 3 or agreed or determined in accordance with clause A. For the purpose of this provision the property shall be regarded as being in safe condition notwithstanding that the property (or part thereof) is damaged or in need of maintenance if(i) the Contractors are not obliged to remain in attendance to satisfy the requirements of any port or harbour authority, governmental agency or similar authority and (ii) the continuation of skilled salvage services from the Contractors or other salvors is no longer necessary to avoid the property becoming lost or significantly further damaged or delayed.

**I. Arbitration and the LSSA Clauses:** The Contractors remuneration and/or special compensation shall be determined by arbitration in London in the manner prescribed by Lloyds Standard Salvage and Arbitration Clauses ("the LSSA Clauses") and Lloyds Procedural Rules. The provisions of the LSSA Clauses and Lloyds Procedural Rules are deemed to be incorporated in this agreement and form an integral part hereof. Any other difference arising out of this agreement or the operations hereunder shall be referred to arbitration in the same way.

**J. Governing law:** This agreement and any arbitration hereunder shall be governed by English law.

**K. Scope of authority:** The Master or other person signing this agreement on behalf of the property identified in Box 2 enters into this agreement as agent for the respective owners thereof and binds each (but not the one for the other or himself personally) to

the due performance thereof.

- L. **Inducements prohibited:** No person signing this agreement or any party on whose behalf it is signed shall at any time or in any manner whatsoever offer provide make give or promise to provide or demand or take any form of inducement for entering into this agreement.

**IMPORTANT NOTICES :**

1. Salvage security. As soon as possible the owners of the vessel should notify the owners of other property on board that this agreement has been made. If the Contractors are successful the owners of such property should note that it will become necessary to provide the Contractors with salvage security promptly in accordance with Clause 4 of the LSSA Clauses referred to in Clause I. The provision of General Average security does not relieve the salvaged interests of their separate obligation to provide salvage security to the Contractors.
  
2. Incorporated provisions. Copies of the Scopic Clause; the LSSA Clauses and Lloyd's Procedural Rules may be obtained from (i) the Contractors or (ii) Lloyd's Salvage Arbitration Branch at Lloyd's, One Lime Street, London EC3M 7HA.

Tel.No. + 44(0)207 327 5408

Fax No. +44(0)207 327 6827

E-mail: [lloyds-salvage@lloyds.com](mailto:lloyds-salvage@lloyds.com).

第6章

# 財物損傷



# 財物損傷

## 1 財物損傷

### (1) 他物損傷

本船の離着岸作業に際し、操船ミス、過大スピード、見張り不十分などにより、岸壁、棧橋自体の他、棧橋上の防舷材、車止め、ビット、クレーン、アンローダー、ローディングアームなどの設備に損傷を与えることがあります。また錨泊中に走錨して、もしくは航行中に誤って防波堤などの港湾設備に損傷を与えたり、ブイ・ビーコンといった航路設備、海底ケーブル・海底送水管・空中ケーブル・掘削リグといった構造物、さらには定置網・生簀・養殖施設といった漁業施設にも損傷を与えることがあります。これらはP&I保険のてん補対象となります。

### (2) 非接触による他船損傷

衝突により生じた相手船の船体、積荷の損傷に関する衝突損害賠償金は、船舶保険のRunning Down Clause（“RDC” 衝突損害賠償金てん補条項）の対象となります。しかしながら、船舶間の物理的接触がなくても、ニアミスなどにより、行会い船が衝突回避動作を取った結果として座礁し、船体損傷などを被ることがあります。また、狭水路を航過する際に、本船の航走波によって付近の船舶や同船が係留されていた岸壁や岸壁上の施設に損傷を与える場合があります。このように、船舶間で直接の接触がない状況は衝突ではないため、損害が生じた他船に対し支払うべき損害賠償金は船舶保険の対象にはならず、P & I 保険のてん補対象になります。

## 2 P&I保険のてん補

本船が接触又は接触以外によって財物に与えた損傷に関する組合員の賠償責任がP & I 保険でてん補されます。他船と直接接触して与えた損傷については上記1(2)のとおり船舶保険のRDCで処理されます。

## 3 事故通知

接触等により港湾施設などに損傷を与えた場合、速やかに正確な事故情報を船



主、船舶管理会社及び最寄のP&Iコレポンに通知をしてください。

## 4 事故後の対応

### (1) 初期対応

事故発生直後は人命、船体、積荷の安全のため冷静で迅速な初期対応が必要になります。

事故発生直後に船長がとるべき初期対応は以下のとおりです。

- ① 応急処置(本船損傷個所の調査、浸水・火災・流出油・人身損害の有無の確認、防水、防火、油濁防止措置)
- ② 財物損傷の範囲と程度の調査
- ③ 船主への通知
- ④ 関係者への通知
- ⑤ P&Iコレポンへの通知とサーベイ手配

### (2) 状況の把握と通知

船主/P&Iコレポンへの通知にあたっては、以下情報の把握、速やかな通知に努めてください。

- ① 事故日、時間、場所
- ② 自船の状況（在橋者、船首方向、速力、機関回転数、舵角、喫水、タグの支援の有無、パイロットの嚮導の有無、操船模様等、事故に至る経緯）
- ③ 気象・海象の状況（天候、風向、風力、海面状態、海潮流、視界、昼夜の別）
- ④ 目撃者（本船乗組員を含め）の住所・氏名・連絡先 — 出来るだけ多く
- ⑤ 損傷した財物の状況（損傷の範囲・程度・写真・スケッチ、設置年月日、本船が与えた損傷以外の損傷があるかどうか）

## 5 財物損傷事故発生時の注意点

### (1) 損害賠償の範囲

ほとんどの場合、固定・静止している他物への損害のため相手方の過失を追究することは困難ですが、特に本船の直接的・物理的な接触によらないで損害が発生した場合には第三者の過失が関与することも多いので注意しなければなりません。相手方や第三者の過失が認められた場合はその過失割合に基

づき損害賠償をすることになります。

また、以下についても注意が必要です。

① 新旧交換控除

既に古くなっている財物(例えばフェンダー)を損傷した場合において、修理や中古品による代替が困難で新品に交換するときは従前の物よりかなり付加価値が生じる場合が多くこの付加価値分については当然賠償額から差し引くことを主張すべきです。

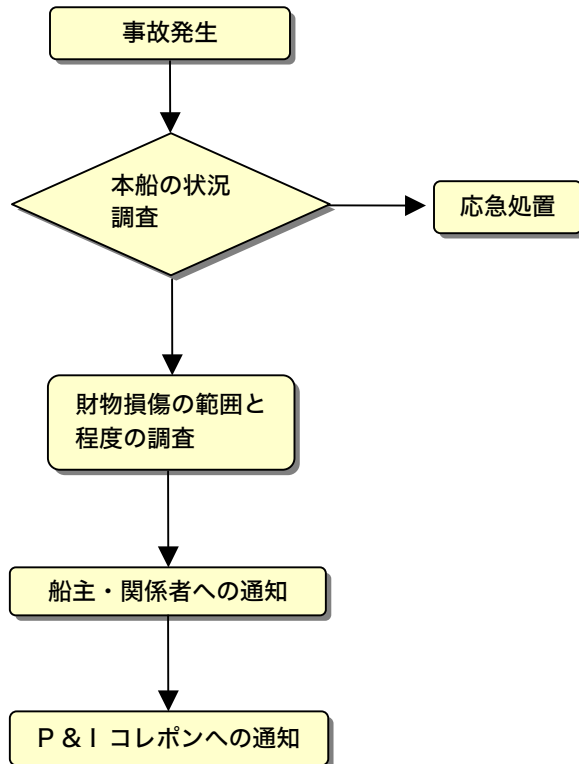
② 責任制限

多くの国で船主の責任制限に関する法律が制定されており、船主は船舶の運航によって第三者に与えた損害に関する賠償請求に対しその責任を制限することができます。

**(2) 現認書**

損傷を被った財物の所有者より現認書の署名を要求されることがあります。この場合は事故の現認のみにとどめ、責任関係についての記述は避けてください。本船側が事故に対する責任を認め、一切の損害の賠償に応ずる内容になっている場合が多いので注意が必要です。

## 6 フローチャート



## 7 参考フォーム

- ①現認書
- ②船主/船舶管理会社への報告書式



## 現認書（岸壁損傷）

（財物の所有者、管理者の名前） 殿

平成 年 月 日 時 分頃、(場所)岸壁に接岸すべく作業中、本船船体と岸壁に設置されていた防舷材が接触し、防舷材〇本が破損いたしました。

以上の事実がありましたこと相違ありません。

平成 年 月 日  
東京都中央区日本橋人形町2-15-14  
ピーアイ海運株式会社所属  
ピーアイ丸 船長 日本 太郎 印

### 作成上の注意

- \* 現認書を作成する目的は、本船と岸壁の所有者など事件の関係者間において、後になって損害の内容が食い違わないように事実を確認しあっておくためであり、言葉を代えれば事実確認書です。従いまして、どのような物がどのような状態に損壊したのか、しっかりと物の状態を確認し端的に記載されなければなりません。
- \* 現認書は相手方（被害者）から強い要求があった場合にだけ相手方に提出するものであります。船長自ら進んで提出するものではありません。

参考フォーム②

船主／船舶管理会社への報告書式

船名	
発生日時	
発生場所	
積荷 種類・数量	
本船の損傷状況	
接触箇所	
損傷状況	
修繕手配の有無	
流出油の有無	
死傷者の有無	
火災の有無	
浸水の有無	

気象・海象の状況

天候	
風向・風力	
海面状態	
視界	
海潮流	
その他	

自船の状況

在橋者	操船者	
	操舵手	
	その他の者	
本船	船首方向	
	速力・機関回転数	
	喫水	
	タグの支援	
	パイロット	
	操船模様	

目撃者

住所 氏名	
住所 氏名	
住所 氏名	
住所 氏名	
住所 氏名	

損傷した財物の状況

損傷の範囲	
損傷の程度	
設置年月日	
写真 スケッチ	
その他の損傷	

第7章

# 衝突





# 衝突

## 1 衝突事故の原因

他船との衝突のほとんどが船長、乗組員、その他の者の過失によって発生します。海難審判庁の統計によりますと、主な衝突事故原因は次のとおりです。

- ① 見張り不十分
- ② 航法不遵守
- ③ 信号不履行
- ④ 服務に関する指揮・監督の不適切
- ⑤ 居眠り
- ⑥ 過大速力
- ⑦ 灯火・形象物不表示

統計的に、見張り不十分と航法不遵守による衝突事故が圧倒的に多くなっております。航法不遵守の内訳を見ますと、横切り船の航法、視界制限状態における船舶の航法、船員の常務、港則法違反が過半数を占めております。衝突事件の場合、事故原因の究明と衝突責任割合の判断が事件の処理（後の相手船側との交渉）をする上での重要なポイントとなります。そのため、事故後直ちに証拠保全を行い事故状況を正確に把握することが必要不可欠です。

## 2 P&I保険のてん補

衝突事故ではさまざまな損害が発生します。これらの損害は衝突責任割合に応じて自船と他船船主の間で按分されます。自船の船体損害は船舶保険によりてん補され、人身損害、油濁損害、船骸撤去費用などはP&I保険でてん補されます。一方、衝突責任割合に応じて自船が賠償する他船の人身損害、油濁損害、船骸撤去費用などはP&I保険でてん補され、他船の船体損害、不稼働損害及び積荷その他の財物の損害は、船舶保険の衝突損害賠償金てん補条項（Running Down Clause：RDC）又はP&I保険の衝突責任条項によりてん補されます。日本の船舶保険普通約款の衝突損害賠償金てん補条項では損害賠償額の4分の4をてん補の対象としているのが通常ですが、ロイズ・マーケット等の船舶保険ではInstitute Time

Clauses - Hulls（協会期間建保険約款－船舶）に基づき、衝突損害賠償金でん補条項に定める損害賠償額の4分の3をてん補の対象としており、残りの4分の1はP&Iクラブに付保されているのが通常です。

衝突事故での各種保険の守備範囲を表にまとめると次のようになります。

損害の種類	保険
本船の船体損害	船舶保険
本船の不稼働損害	不稼働損失保険
本船の積荷損害	貨物保険
本船の人身損害、油濁損害、船骸撤去費用	P&I保険
相手船の船体・積荷損害及び不稼働損害の賠償	船舶保険/P&I保険
相手船の人身損害、油濁損害、船骸撤去費用の賠償	P&I保険

### 3 事故通知

衝突事故に遭遇したら、応急処置を取った後、正確な事故情報を、船主及び関係者（保険会社、P & Iクラブ等）に、速やかに報告することが大切です。通知に基づき、当組合または当組合のコレポンが船主、保険会社等と連絡を取りつつ、必要な調査、助言、証拠収集など求償及び責任防衛のアシストを行います。当組合に衝突責任条項（保険契約規定第23条（他船との衝突による責任及び費用）I（1）（衝突責任））が付保されている場合は、他船及び他船の積荷その他の他船上の財物の損害調査（Without Prejudice Survey）を実施することになります。一方、当組合に衝突損害賠償金でん補条項が付保されていない場合でも、P & I関係の損害がある場合がありますので衝突事故発生の際船長は、当組合または最寄りのコレポンに通知してください。なおいずれの場合も本船船体の損害の調査（Straight Survey）は当組合ではなく船舶保険者が手配することになりますのでご注意ください。

### 4 事故後の対応

#### (1) 初期対応

事故発生直後は人命、船体、積荷の安全のための冷静で迅速な初期対応が必要です。因みに、日本の船員法第13条は次のとおり規定しています。

「船長は船舶が衝突したときは、互いに人命及び船舶の救助に必要な手段を尽くし、かつ船舶の名称、所有者、船籍港、発航港及び到達港を告げなければならない。但し、自己の指揮する船舶に急迫した危険があるときは、この限りではない。」

衝突事故発生直後に船長がとるべき初期対応は次のとおりです。

- ① 応急処置（本船損傷個所の調査、浸水・火災・流出油・人身損害の有無の確認、防水、防火、油濁防止措置）
- ② 相手船の詳細の確認
- ③ 船主への通知
- ④ 官憲当局への緊急通報（船名、衝突日時・場所、人損・油流出の有無、沈没の可能性等）
- ⑤ P&Iコレポンへの通知

## (2) 衝突状況の把握と通知

前述(1) ③及び⑤「船主／P & I コレポンへの通知」につき、以下情報の把握、速やかな通知に努めてください。特に、衝突に至る経過については記憶が薄れないうちに確認・記録しておくことが肝要です。正確で詳細な記録が事故原因の究明や、後の相手船側との衝突責任割合の交渉に役立ちます。添付参考フォーム：衝突時報告書式（参考フォーム③）を参考にしてください。

### a. 衝突時の状況

- ① 衝突時刻（確認者、確認時期、船内時計・記録紙時刻の有無）
- ② 衝突位置（緯度、経度、著名物標からの方位・距離、測得時期）
- ③ 自船の状況（在橋者、船首方向、速力、機関回転数、舵角、喫水の変化、衝突角度等）
- ④ 相手船の状況（針路・速力とその推定方法）
- ⑤ 気象・海象の状況（天候、風向、風力、海面状態、海潮流、視界、月明の有無）

### b. 両船の損傷状況その他の情報

- ① 損傷箇所、損傷程度
- ② 人損・油流出・積荷の損傷の有無、防止措置
- ③ 相手船の情報（船名・船籍他主要目）

- ④ 相手船船主、船体保険者、P & I クラブ、相手船側の連絡窓口
- ⑤ 発航港、仕向港
- ⑥ 積荷の種類・数量
- ⑦ 荷主、貨物保険者

### c. 衝突前の状況

- ① 針路・速力
- ② 操船模様
- ③ 見張り模様（レーダー等航海計器の使用状況）
- ④ 機関の使用状況
- ⑤ 信号実施状況
- ⑥ 相手船の状況（初認時期、方位・距離とその測定方法、針路・速力、灯火・形象物等）
- ⑦ 相手船のその後の方位変化、針路・速力の変更
- ⑧ 周囲の状況（第三船・著名物標の存在、船舶の輻輳状況）
- ⑨ 気象・海象の状況とその変化
- ⑩ 衝突直前の動作・信号等

### (3) 記録類の収集・保管

衝突に至る経緯と理由を明確にするために定期的な記録も重要な証拠となります。

特に重要な記録類は次のとおりです。

- ① 海図：船長自ら操船指揮をしている場合はもちろんたとえ水先人の嚮導下であっても一定間隔で船位を海図に記載しておく。
- ② 航海日誌・機関日誌
- ③ ベルブック
- ④ 記録紙類（コースレコーダ、テレグラフロガー、電子海図、GPSプロッター等のメモリ）
- ⑤ 状況陳述書：水先人乗船中であれば水先人から取り付けておく。

また、衝突時は実情を各乗組員が詳細に記憶していますが、時間の経過と共に曖昧になります。船長は上記記録類の収集とともに出来る限り早期に船内関係者を招集して事実関係の把握を図り、各記録類、関連書類の収集及び保管を図ることが肝要です。

### (4) 衝突相手船から現認書の取付け

後日の損害賠償請求に備え、衝突相手船船長にクレーム通知を渡すとともに、

衝突の事実を現認させておくべきです。クレーム通知のサンプル文例(参考フォーム①)を添付しますので参考にしてください。相手船船長からも同様の要求がなされると思われませんが、責任を認めさせられる文言があるときは、その文言を抹消して損傷の現認にとどめるよう注意して下さい。

## 5 各種調査への対応

事故発生後に多くの関係者がそれぞれの立場で調査のために乗船してきますので、まず身元、誰の委嘱で、何の目的で乗船したかを確認してから、調査の許可を与えるかどうか、質問に回答するかどうかを判断しなければなりません。対応は船長に限定し、他乗組員が状況等を安易に他言せぬよう事前に明確に指示しておくことが必要です。

- ① 本船船主が起用した弁護士、サーベイヤー、P&Iコレポンの調査には全面的に協力してください。
- ② 相手船側弁護士・サーベイヤーには前述の記録類を開示しないのはもちろんのこと、インタビュー等の調査についても船主の許可がない限り絶対にこれに応じてはなりません。(乗船自体を拒否すべきです。) Without Prejudice Surveyの際は、船体及び積荷の損害状況を見せるに留め、それ以外の場所へのアクセスは拒否すべきです。
- ③ 官憲当局の取調べには聞かれたことを正直に答え、調書に署名する際は、内容に誤りがないか確認することが肝要です。また、取調べ時の質問と回答については船主に速やかに報告することが必要です。国によっては、衝突やその結果としての油流出に対し長時間の取調べや拘束がなされ、罰金などの刑罰が課され、また現金等の担保供託や保証状を要求されることがありますので、そのような兆候がある場合はただちに船主、P&Iコレポンに通知することが必要です。

## 6 衝突事故での注意点

- ① 人命の安全が最優先
- ② 相手船船長にクレーム通知を送り受領の署名を得る(事故の現認書を兼ねる。添付参考フォーム①)
- ③ 相手船船長からのクレーム通知には“without prejudice, receipt only”と明記して署名し、責任を認める記述はしない。
- ④ 自船の責任は認めない(責任問題については他言しない。事実確認にとど

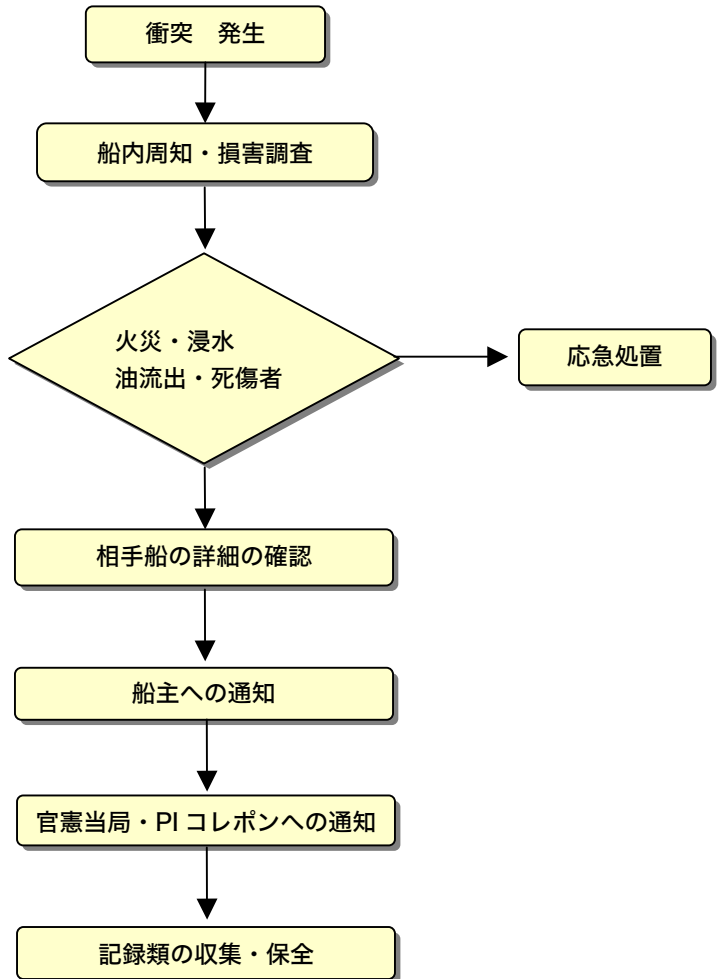
め意見を言わない)

- ⑤ 相手船側関係者（弁護士、サーベイヤーなど）からの記録類開示・インタビューの要求には応じない

## 7 まとめ

- ① 自船側の損害を確認し、人命、船舶、貨物の安全及び環境保全に必要な手段を尽くす
- ② 必要に応じ、他船側の人命、船舶、貨物の救助に協力する
- ③ 衝突状況の確認
- ④ 船主、P&Iコレボン、当局へ通知
- ⑤ 記録類の収集・保全

## 8 フローチャート



## 9 参考フォーム

- ① クレーム通知
- ② 衝突時報告書式





## 参考フォーム①

日付： 年 月 日

“ ” 船長 殿（衝突相手船）

### クレーム通知

年 月 日 時 分頃、 で本船  
“ ” と貴船 “ ” が衝突したことに  
より、本船及び本船船主が被った一切の損害に関し、私は、本船船主の代理として、貴船船主への求償権を留保いたします。

以上

---

“ ” 船長（本船）

“ ” 船長殿（本船）

本クレーム通知正に受領いたしました。本船が貴船に衝突し、貴船に損傷を与えたことを現認いたします。

年 月 日

---

“ ” 船長（衝突相手船）

参考フォーム②

衝突時 報告書式

船名			
発生日時			
発生場所	場所	物標名	方位・距離
	船位	N or S	E or W
航路 (発航港・仕向港)			
積荷 種類・数量			

衝突時の状況

衝突時刻				
確認者・確認時期				
在橋者	操船者			
	操舵手			
	その他			
自船	船首方向			
	速力・機関回転数			
	舵角			
	喫水の変化			
	衝突角度			
	レーダー・アルパ	No.1	使用レンジ	
		No.2	使用レンジ	
	GPS等航行支援装置	使用状況		
	灯火/形象物			
信号実施の有無				
相手船	船主方向			
	速力			
	推定方法			
衝突角度 分離状況				
天候	天候			
	風向・風力			
	海面状況			
	潮流			
	海流			
	視界			
	月明の有無			

両船の損傷状況その他の情報

自船	損傷箇所	
	損傷状況	
相手船	損傷箇所	
	損傷状況	
人損の有無・応急措置		
油流出の有無・応急措置		
積荷損傷の有無・応急措置		
相手船		
	船名・船種	
	船籍・旗国・総トン数	
	建造年・船級協会	
	船主名・連絡先	
	船体保険者・連絡先	
	P&Iクラブ・連絡先	
	連絡窓口	
	発航港	
	仕向港	
	積荷の種類・数量	
	荷主・貨物保険者	

衝突前の状況

針路	
速力	
操船模様	
見張り模様	
機関の使用状況	
信号実施状況	

相手船の初認時

時期	
方位・距離	
測定方法	

初認者	
相手船の針路・速力、推定方法	
灯火・形象物	
第三船等の存在	
本船針路・速力	
本船船位	

初認から衝突までの経緯

本船・相手船の経過	Time	特記事項
本船の針路・速力		
相手船の方位・距離、確認方法		
操舵模様		
機関使用の状況		
信号実施時期（本船・相手船）		
相手船との交信記録		
衝突直前の動作		

記録類

海図	衝突までの両船の位置が記入されていること
航海日誌・機関日誌	時間・事実を整合しておくこと
ベルブック	同上
記録紙類	衝突時刻をマーク
コースレコーダー	
テレグラフロガー	
電子海図メモリ等	
相手船へのクレーム通知	相手船の船長の署名をとりつける

第8章

油 濁



# 油 濁

## 1 油濁事故

(1) 環境汚染に対する関心が年々高まり、船舶の油濁事故は最も注目を浴びるニュースのひとつとなっています。流出油の清掃には多額の費用がかかり、油濁による漁業損害等の賠償金は高額となります。油濁事故を起こした場合船主、船舶管理会社、船舶運航者などの企業イメージに悪い影響を与えかねません。また、船主、船長、機関長などに罰金が課されたり、場合によっては禁錮に処されることもあります。それだけに、油濁事故の防止には細心の注意を払うべきです。典型的な油濁事故として次のものがあげられます。

- ① 衝突、沈没、座礁、爆発などによる貨油タンクまたは燃料タンクの損傷
- ② 補油中あるいは燃料移送中に燃料タンクが満杯になりエアバントから燃料油がオーバーフロー
- ③ 貨油荷役中のバルブ操作ミス等によるオーバーフロー

## (2) 油濁責任と補償制度

- ① CLC条約（油による汚染損害についての民事責任に関する国際条約）ではダーティータンカーからの油流出によって油濁損害が生じたときは油が積載されていたタンカーの所有者がその油濁損害の賠償責任を負うことになっており、その責任は過失の有無にかかわらず厳格責任とされており、その一方で本条約では責任制限制度が導入されており、本条約上の油濁責任を負う船舶所有者はその責任を制限することができます。詳細は本条約本文をご参照ください。
- ② CLC条約に該当するタンカーが油濁事故を起こし、その油濁損害に関して船主が責任を制限したため、又は、船主が不可抗力などを理由として免責されたため、もしくは船主に十分な保険も支払能力もない、などの理由によって十分な補償を受けることができなかつた油濁損害の被害者は、FC条約（油による汚染損害の補償のための国際基金の設立に関する国際条約）に基づき国際基金から直接、一定範囲の補償を受けることができます。詳細は本条約本文をご参照ください。
- ③ CLC条約対象船以外の油濁事故の場合はLLMC条約（海事債権についての

責任の制限に関する条約)等による責任制限が適用されることとなります。また、CLC条約対象船以外の船舶からの有害危険物質の流出により生じた汚濁損害を対象とするHNS条約(危険及び有害物質の船舶による海上輸送に伴う損害についての責任並びに賠償及び補償に関する国際条約)が採択されましたが、本書執筆時現在発効待ちとなっています。CLC条約及びHNS条約対象船以外の船舶からの燃料油の流出による油濁損害を対象としたバンカー条約(燃料油による汚染損害についての民事責任に関する国際条約)も2001年3月に採択されています。また、本邦においては、2005年3月よりCLC条約対象船以外の船舶からの燃料油流出についても厳格責任主義(責任制限額はLLMCによる)がとられることとなりました。

- ④ 油濁責任及びその補償については各国の法制には相当の相違がありますので、注意が必要です。

## 2 P&I保険のてん補

油濁により第三者に与えた損害、油濁を防止、軽減または清掃するための費用等がP&I保険でてん補されます。油以外の汚濁物質(貨物としての汚濁物質、ペイント、煤など)による損害、費用についても同様にてん補されます。

## 3 事故通知

流出を止めるための防油措置の後、速やかに船主、官憲当局、最寄のP&Iコロンに事故通知をしてください。流出物の種類、流出原因、流出量を確認することも必要です。米国での事故の場合は真つ先にQI(Qualified Individual)へ通知してください。

## 4 事故後の対応

各船社・各船舶が策定している油濁事故対策マニュアル(油濁防止緊急措置手引書)、米国での事故であればVessel Response Plan(VRP)に従った措置をとってください。

### (1) 応急処置

- ① 直ちに非常部署配置を確立
- ② 引き続き流出の軽減、防止・漏洩箇所の閉鎖
  - ・ 漏洩タンク、パイプ内の減圧、関連バルブの閉鎖(場合によりガス

- ・ 抜管バルブを閉鎖)
- ・ 漏洩タンク内残油を他タンクへ移送
- ・ バラスト調整による船体姿勢制御
- ③ 二次災害（人損、火災、爆発）の防止
  - ・ 事故現場の風上に占位
  - ・ 毒性、可燃性ガスの機関室、居住区域への侵入防止
  - ・ 引火源の除去、火気管理の徹底、ガス検知
- ④ 油防除作業（吸着材等による流出油回収）
  - \* 油処理剤の使用は官憲当局の許可をとる。
- ⑤ オイルフェンスの展張

## (2) 流出状況の把握と通知

添付油流出時報告書式を参考にしてください。

- ① 流出日時、場所
- ② 差し迫った危険（人損、船体傾斜・漂流・浸水）の有無
- ③ 船名、船種、船籍、総トン数等
- ④ 船舶所有者、船舶管理会社の名称、連絡先
- ⑤ 喫水、発航地と仕向港
- ⑥ 流出の直接の原因（衝突、座礁、補油中のオーバーフロー等）、流出に至る経過
- ⑦ 流出物の種類（燃料油、潤滑油、貨物油等、黒物（重質油）、白物（軽質油）の別）
- ⑧ 流出個所、破口の大きさ
- ⑨ 流出数量及び流出前の貨物油／燃料油の保有数量
- ⑩ 流出状況（長さ、巾、方向）
- ⑪ 気象・海象状況（風、波、うねり、潮流）
- ⑫ 周囲の状況（周辺漁業施設等）
- ⑬ 流出防止措置及び外部からの援助の必要性

## (3) 記録

- ① 航海日誌、機関日誌、油記録簿、事故前のタンクコンディション
- ② 海難報告書
- ③ 船長、関係乗組員陳述書
- ④ 写真、ビデオ等
- ⑤ 流出油のサンプリング
- ⑥ 油流出事故に関連する全交信記録の保管



#### (4) 一般的な油防除体制

- ① ガソリン、ジェット燃料、灯油、軽油等のいわゆる白物油が流出した場合  
ガソリン、ジェット燃料等の揮発性が高い油は気化が早いので具体的な油  
清掃作業は行なわれず、主として航行船に対し、事故現場付近へ接近しない  
ようにする警戒作業となります。

灯油、軽油等が流出した場合には、火気に注意しながら、作業船による航走  
攪拌及び放水による攪拌処理が行なわれます。

- ② 原油、重油等のいわゆる黒物油が流出した場合

流出量、気象、海象、潮流、地形に応じた油防除体制が確立されます。オ  
イルフェンスの展張、油吸着剤による回収、油処理剤の散布、作業員（海上、  
陸上）による油除去作業、油回収船による回収等状況に応じた油防除処理が  
行なわれます。

大量の油が流出したり、また漁業、付近住民に深刻な被害を及ぼすおそれ  
がある場合には、当局と協議の上で油濁事故対策本部が設置されることがあ  
ります。

- ③ その他

本船が沈没あるいは座礁し、油の流出が続いた場合にはサルベージ業者に  
油止め、若しくは油の抜取り作業を依頼し、油流出防止措置を講じる場合が  
あります。

## 5 各種調査への対応

- ① 本船関係者（P&Iコレポン、サーベイヤー、米国ではQI、弁護士等）との  
緊密な連絡、協力

油流出事故が発生すれば官憲当局を含め多くの関係者が連絡してきたり、  
調査のため乗船してきます。まず身元を明らかにし、誰の委嘱で、何の目的  
なのか確認してから、情報の開示、調査の許可を与えるかどうか、判断すべ  
きです。何か不安があれば、本船側単独で判断せず、船主若しくは船主が  
起用した弁護士若しくはP&Iコレポンから助言を得てください。

当局は各乗組員から事情聴取を行なう場合がありますが、国によっては弁  
護士の立会いが認められます。乗組員の事情聴取が要請された場合には、早  
急に最寄のP&Iコレポンにこの点を確認すると共に可能であれば弁護士の立  
会いを依頼してください。

船主が起用した弁護士、サーベイヤー若しくはP&Iコレポンの調査には全  
面的に協力してください。

## ② 当局の指示に従う

当局の事情聴取には聞かれたことを正直に答え、調書に署名する際は内容に誤りが無いか確認することが肝要です。船主に事情聴取での質問と回答について報告してください。

国によっては、罰金が課せられ、現金等の担保供託や保証状を要求されることがありますので、そういった場合は至急船主、管理会社、P&Iコレポンへ連絡してください。

## 6 油濁事故での注意点

### ① 事故通知は正確に迅速に

損害を軽減するためには迅速でかつ的確な処置（初動体制）を確立することが必要です。このためには早期に正確な情報が不可欠です。

### ② 油流出量を控えめに言わない

事故の状況及び油流出量等によりどのような油防除体制を取るか早急に検討を要します。実際の流出量より控えめに通知されますと、現場で防除資機材に不足を生じ、損害の拡大につながります。

油濁事故発生後は事故原因の調査結果、流出油の種類、量を出来るだけ迅速にかつ正確に通知することが重要です。これが損害の防止、軽減につながります。

### ③ 油処理剤の使用は官憲当局や関連漁協の許可を得てから

港や地域によっては漁業者の理解を得られないことから処理剤の使用が禁止されるところもあります。油処理剤の使用は当局等の許可を得てから行なうべきです。特に米国では予め当局の許可を得た処理剤以外使用厳禁です。

### ④ 二次災害（人身事故、火災、爆発等）の防止措置を取る

ガソリン、ジェット燃料等の揮発性の高い油が流出した場合には、引火性ガスが発生し火災・爆発の危険があります。同種の油が流出した場合には、直ちに本船での火気使用を禁止し、当局への連絡及び他船が接近しないように注意を呼びかけるべきです。

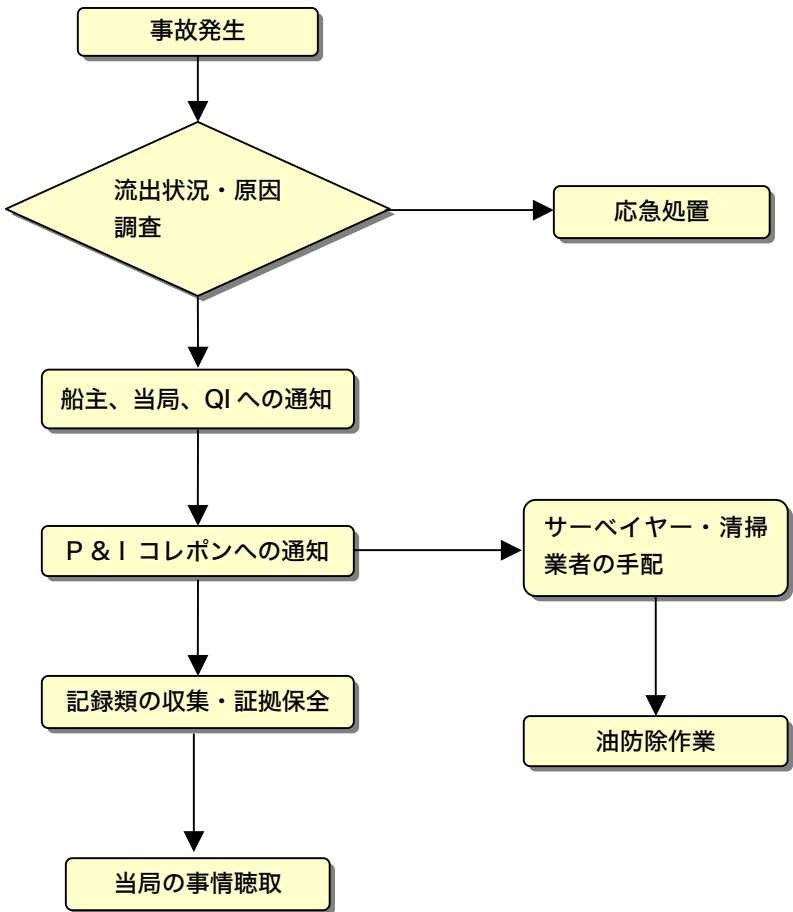
有毒ガス発生のおそれに対する注意も喚起してください。

## 7 まとめ

- ① 事故状況の把握
- ② 引続く流出、二次災害の防止等応急処置に必要な手段を尽くす
- ③ 船主、管理会社、P&Iコレポン、官憲当局に通報
- ④ 記録類の収集、証拠保全



## 8 フローチャート



## 9 参考資料

- ① 船主/船舶管理会社への報告書フォーム（油流出時報告書式）
- ② 日本国内での大規模油濁事故の対応概念図
- ③ マラッカ海峡での大規模油濁事故の対応概念図

なお、マラッカ海峡で油濁事故が発生した場合には、基本的には当局が主体となり本船、P&I クラブ、P&I コレポンの連携により油防除体制が敷かれます。各国の油濁防除指揮は次のとおりです。

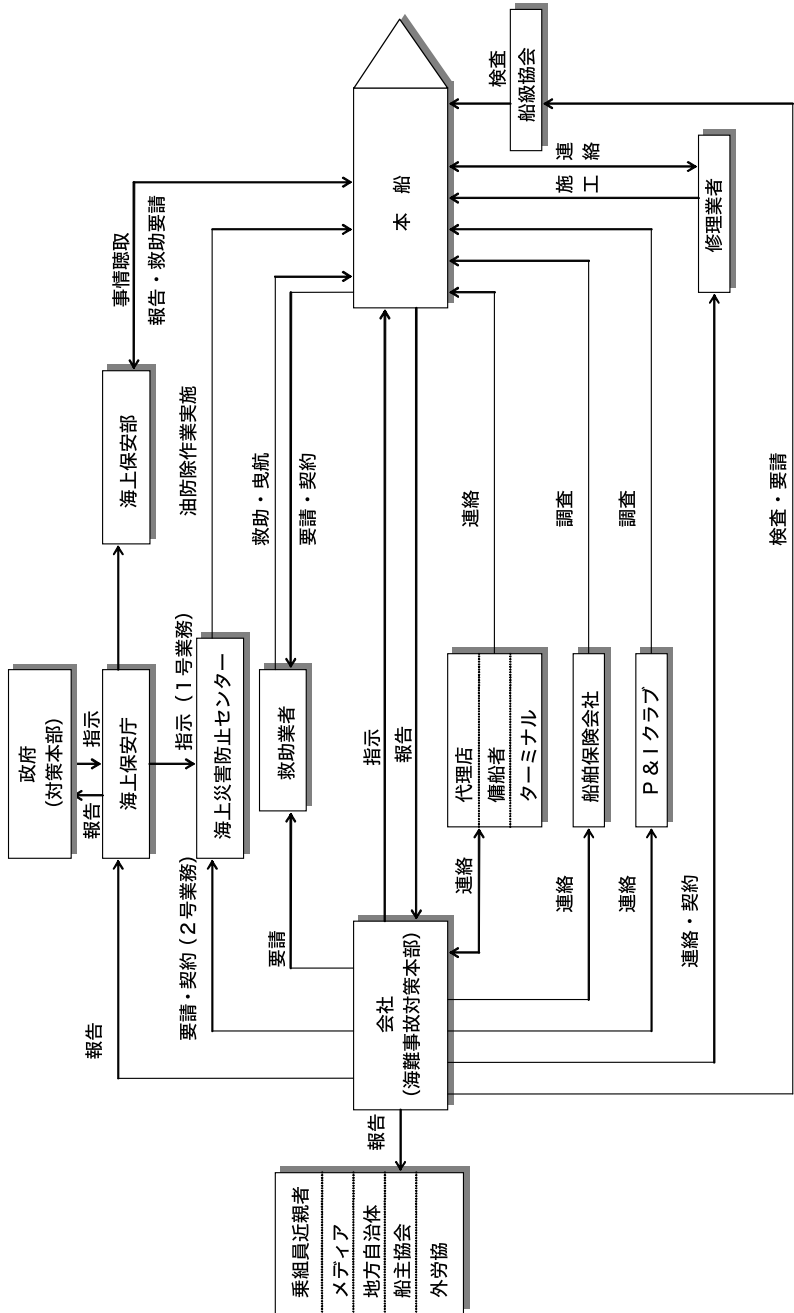
Singapore	： Maritime and Port Authorityが油濁事故の責任者となる。
Malaysia	： Marine Departmentが責任者であるが、油濁事故の場合にはDepartment of Environmentに従うことになる。
Indonesia	： 海軍、警察、地方官庁が主体となる。
Thailand	： 全ての油濁防除体制はRoyal Thai Navyが処置を行い、第三者の介入を認めない。

参考資料①

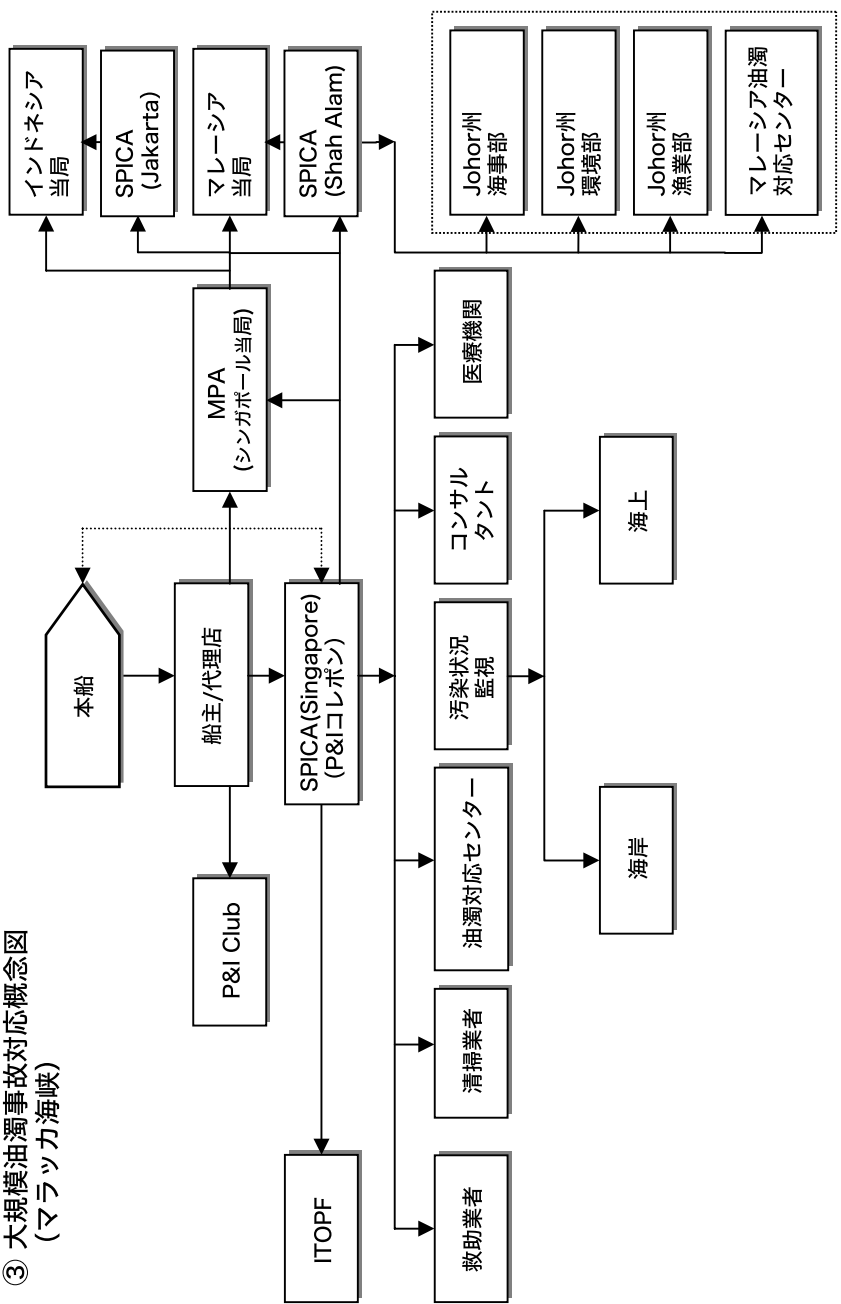
油流出時 報告書式

船名・船籍港			
船種・総トン数			
船主名・連絡先			
代理店名・連絡先			
発生日時			
発生場所	物標名	方位・距離	
	船位	N or S	E or W
差し迫った危険(人命・船体)			
喫水			
発航港・仕向港			
流出の直接の原因	衝突・座礁・補油中のオーバーフロー		
海上への流出	有・無	流出は継続中か?	Yes ・ No
流出に至る経過			
流出油の種類(燃料・貨油等)			
流出油の数量			
流出箇所			
流出程度(破口の大きさ)			
積荷種類・流出前保有数量			
燃料油種類・流出前保有数量			
流出状況	長さ	気象海象状況	風向・風力
	巾		波
	方向		うねり
	油膜濃度		潮流
周辺の状況 (風下の漁業施設等)			
行った流出防止措置			
外部からの援助の必要性	有・無		
その他	保安部への通報の有無・保安部名		
	荷主名		
	傭船者名		
	貨物保険者・付保条件		
	船体保険者・付保条件		

② 日本国内での大規模油濁事故の対応概念図



③ 大規模油濁事故対応概念図  
(マラッカ海峡)





# 付 録

- ・船長用船内チェックリスト
- ・保証渡しの保証状書式
  - 書式 (AA) : B/L 提示なしでの貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式
  - 書式 (BB) : B/L 記載地以外での貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式
  - 書式 (CC) : B/L 提示なしでの B/L 記載地以外での貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式

## 船長用船内チェックリスト

船長は安全航海のため、入出港前又は必要に応じ下記項目をチェックし、問題のある個所についてはその改善につき必要な措置をとることを求められます。

### 1. 書類及び情報

- (1) 本船の航海、運航、管理に必要な基本指令集、事故処理要領、規則、図面、証書、航海指図書、職務規定等はあるか
- (2) 船主・船長間で情報の交換は十分行われているか
- (3) 得た情報を船内関係各部へ周知したか
- (4) 次航航海中の注意点、入港前であれば荷役に関する注意を乗組員に周知したか

### 2. 船橋及び無線室

- (1) レーダー、GPS、エコーサウンダー、コンパス、操舵装置、その他の航海機器は正常に作動するか
- (2) 航海機器及び船橋諸装置の取扱要領はあるか
- (3) コンパスエラーは絶えずチェック、記録し、又自差表を作成しているか
- (4) 航海当直士官に、一般当直心得及び夜間当直心得を明瞭に指示しているか
- (5) 海図及び水路書誌は最新の水路通報等により改補しているか
- (6) 使用海図は適切か
- (7) VHF、気象用ファックス及び無線機器は正常に作動するか

### 3. 機関室及び操舵装置

- (1) 主機関及びすべての補助機関は正常に作動するか
- (2) 緊急停止装置及び警報装置は正常に作動し、かつその位置を明瞭に表示しているか
- (3) 非常用発電機及びバッテリーは正常か
- (4) 非常用操舵装置を定期的にテストしているか
- (5) 予備品は十分か

### 4. 救命、防火

- (1) 救命艇、救命筏その他の救命用具は良好な状態に維持されているか
- (2) 消火ポンプ、非常用消火ポンプ、火災検知機、炭酸ガス消火装置はいつでも使用可能な状態にあるか
- (3) 携帯用消火器の有効期限は切れていないか
- (4) 消火ホース、ノズル、消火管、CO<sub>2</sub>管の状態は良好か
- (5) 防火服、防火戸、燃料制止弁はいつでも使用可能か
- (6) 救命（含機関テスト）及び防火訓練を定期的に行っているか
- (7) 乗組員各自は、非常時の自分の役割りを心得ているか

## 5. 係船設備

- (1) 揚錨機、錨、錨鎖は正常か
- (2) 係船機、ロープ（含メッセンジャー、ストッパー）、ワイヤー、フェアリーダー、ローラーは正常か
- (3) 揚錨機及び係船機に接続する蒸気／油圧パイプに異常はないか
- (4) 予備の係船ロープやワイヤーはあるか

## 6. 荷役設備

- (1) 艀装品に安全使用荷重が明示されているか
- (2) 必要証明書はすべてあるか
- (3) ワイヤーの状態は良好か
- (4) タンク間又はライン間の隔壁弁を十分保守整備しているか
- (5) 荷役ポンプ、COW、及びIG装置は正常に作動するか
- (6) タンカーの呼吸弁、油圧弁、測深器は正常に作動するか
- (7) コンテナラッシング用具は十分そろっており、かつ手入れも行っているか

## 7. 油濁

- (1) 貨物油の積揚げ及び燃料の積込みに関し書面による手順を作成したか
- (2) 油濁汚染拡大防止の為の緊急対策プランはあるか
- (3) 燃料油タンクの空気抜き装置の回りに漏油受け器又は囲いがあるか
- (4) 上甲板スカッパの栓は有効に装着できるか
- (5) 油圧管や機械類からの油漏洩はないか
- (6) 少量漏油に対する処理体制は整っているか
- (7) 機関室ビルジの油水分離器は良好か
- (8) 油記録簿はきちんと記入されているか。必要個所にサインしたか

## 8. 堪航性

- (1) ハッチカバー及び付属部品の保守整備は良好で、水密性は保たれているか
- (2) 他の甲板上の開口部は水密で適切に保護されているか
- (3) 貨物艙、タンク（含接続管）を十分整備し、きれいに掃除しているか（外板、フレーム、隔壁、タンクトップ、測深管、塗装、ラダー、ビルジ、ヒーティングパイプ など）
- (4) バラストタンクを十分に保守整備しているか
- (5) 冷凍装置は規定通りの能力を出せる状態にあるか
- (6) 適当なGMおよびGoMが確保されているか
- (7) 船の安定性に影響を与える積荷の移動又は荷崩れが起きないように貨物の積荷、積付、固縛に万全の配慮をしているか
- (8) 当該航海に必要な十分な燃料を所持しているか

## 9. 一般安全

- (1) 防火図、安全標識その他の注意事項を明瞭に表示しているか
- (2) 危険な突起物等を警戒色で塗装しているか
- (3) 安全服、安全帽、安全靴、防塵メガネ、安全灯、安全具、酸素濃度検知器等は十分あるか、整理して保管されているか
- (4) 照明は適度でその配線に損傷はないか
- (5) 甲板上、舷梯等に油、グリス類が付着しているところはないか
- (6) 舷梯に安全ネットが正しく取り付けられているか
- (7) 船内作業前に作業場の安全を確認しているか
  - イ) 舷外作業の場合、監視員、救命ブイ等を配置しているか
  - ロ) ポースンチェヤー等の板及びロープは大丈夫か
  - ハ) 安全ベルトは大丈夫か
  - ニ) タンク、ボイドスペースに入る手順を決めているか

書式 (AA) : B/L 提示なしでの貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式

[ 日付 ]

宛名： [ 船名 ] の船主である [ 船主名 ]  
[ 船主の住所 ]

Dear Sirs,

船名： [ 船名 ]  
航海： [ B/L 記載の積地及び揚地 ]  
貨物： [ 貨物明細 ]  
B/L： [ No.、日付及び発行地 ]

上記貨物は、[ B/L 記載の揚地名 ] での引渡しのために [ 荷受人名又は B/L 記名人名 ] 宛に、[ 荷送人名 ] によって本船に積み込まれたものであるが、当該 B/L が未着であり、我々 [ 引渡し要請者名 ] は、B/L 正本との引換えなしに貨物を [ B/L 記載の揚地名 ] で [ 引渡し相手名 ] に引き渡すよう貴社に要請する。

この要請を貴社が受け入れるにあたり、我々は次のとおり合意する。

1. 我々の要請に従って貨物を引き渡すことにより、貴社、貴社の従業員及び代理人が被る責任、損失、損害及び費用について、その性質の如何にかかわらず、一切を補償し、迷惑をかけない。
2. 上記貨物引渡しに関し、貴社、貴社の従業員又は代理人に対して法的手続がなされた場合には、その防禦のために必要十分な資金を、要求あり次第提供する。
3. 上記貨物引渡しに関し、本船もしくは貴社又は関連会社が所有、管理、支配するその他の船舶、財産が差押・拘留され又はそのおそれがある場合、もしくは、船舶の使用、運航が阻害された場合（船舶原簿への予告記載などを含む）には、それら船舶、財産の差押・拘留を回避、解放するため、もしくは、運航阻害を排除するために必要な担保その他の保証を要求あり次第提供し、

かつ、それらが正当なものか否かにかかわらず、その差押・拘留・運航阻害、もしくはそれらのおそれの結果として生ずるあらゆる責任、損失、損害又は費用について、貴社を補償する。

4. 貴社に要請する貨物引渡しの場所が、液体撒積貨物用又はガス貨物用のターミナル又は施設、もしくは他船、艇である場合には、そのターミナル、施設、他船、艇への引渡しは、我々が貴社に要請する引渡し相手への貨物引渡しとみなす。
5. 当該貨物の B/L 正本全通を、入手次第直ちに貴社に引き渡す。未入手の場合には、直ちに B/L 正本全通が貴社に引き渡されるよう手配する。B/L が引き渡された時点をもって本保証状に基づく責任は終了する。
6. この保証状の各保証人は連帯してその責任を負う。本保証状に基づく責任は、この保証状の当事者以外の者を含め、貴社が行う法的手続の相手方、順序を問わない。
7. この保証状は[英国法]を準拠法とし、この保証状による責任については[英国高等法院]の管轄とする。

敬具

[ 貨物引渡し要請者名 ]

---

署名

当行、[ 銀行名 ]は、この保証状の保証人となることに同意する。  
ただし、当行の責任は次のとおりとする。

1. この保証状に関して要求される特定金額の支払いに限定するものとし、別途の担保その他の保証の提供は行わない。



2. 貴社からの要求金額が、この保証状に基づき貴社に対して支払われるべきものであり、貨物引渡しを要請した者によって同金額が支払われていないことを証明する、もしくは、貨物引渡しを要請した者にこの保証状のもとでの債務不履行がありこれにより貴社が受け取るべき補償金が同金額であることを証明する署名入り書面による要求があり次第、その金額を貴社に支払う。

(a) その補償には、本船もしくは貴社又は関連会社が所有、管理、支配するその他の船舶の差押えを回避、解除するため、もしくはこれらの船舶の運航阻害を回避するための保証を貴社が提供することにより要した金額を含む。ただし、第3条の金額を上限とする。

(b) 支払われた補償金が第3条の金額に達しないときは、支払済補償金相当額を減じた金額を保証限度額として、この保証状のもとでの当行の責任は継続する。

3. 総額 [            金額            ] を限度とする。

4. [            終了日（保証状発行日より6年後）            ] に終了するが、その日までに当行が下記記載住所で受領した支払要求に関する責任は継続する。

5. 貴社の要求により以下を条件として、2年間の期間延長を行う。

(a) 貴社より保証期間の2年間延長を要求する署名入り通知書を受領したこと。

(b) この通知書を期間終了日までに下記記載住所で受領したこと。

延長期間は期間終了日から2年間とし、延長をしない場合、当行は、保証状の最高限度額（又は貴社が要求するそれ以下の金額）を支払うことでその責任を終了させることができる。

貴社によるこの保証状記載の貨物引渡しの結果として、貴社に対し法的手続が開始され、それを知らせる署名入り通知書を保証状の有効期限日以内に当行が貴社より受領した場合には、全ての手続が終了し、貴社が貨物引渡しを要請した者又は銀行から支払を受け、この保証状のもとでの責任が全て解決した旨の貴社の署名入り通知書を受領するまで、当行のこの保証状に基づく責任は終了しないことに同意する。

6. 当行の責任はこの保証状に適用される法律に従うものとし、当行はこの保証状で合意された裁判管轄に合意する。

当行は、全ての B/L を入手した限りにおいて、貴社にこれを引き渡す。

当行は、要求又は通知書の宛先としての下記事務所明細に変更があった場合には、速やかに貴社に通知することに同意する。また上に記載された貴社の住所に変更があった場合には、貴社は速やかに当行に通知する。

当行への全ての交信及び支払要求及び通知書には、当行保証状の参照番号 [ 番号 ] を記載されたい。

敬具

[ 銀行名 ]

[ 全ての要求及び通知書の宛先となる事務所の全明細 ]

---

署名

書式 (BB) : B/L 記載地以外での貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式

[ 日付 ]

宛名： [ 船名 ] の船主である [ 船主名 ]  
[ 船主の住所 ]

Dear Sirs,

船名： [ 船名 ]  
航海： [ B/L 記載の積地及び揚地 ]  
貨物： [ 貨物明細 ]  
B/L： [ No.、日付及び発行地 ]

上記貨物は、[ B/L 記載の揚地名 ] での引き渡しのために [ 荷受人名又は B/L 記名人名 ] 宛に、[ 荷送人名 ] によって本船に積み込まれたものではあるが、我々 [ 変更引渡し要請者名 ] は、貴社が本船に対して [ 変更引渡し地名 ] へ向かうよう指図し、少なくとも一通の B/L 正本と引換えに貨物を引き渡すよう貴社に要請する。

この要請を貴社が受け入れるにあたり、我々は次のとおり合意する。

1. 我々の要請に従って本船を仕向け、少なくとも一通の B/L 正本と引換えに貨物を引き渡すことにより、貴社、貴社の従業員及び代理人が被る責任、損失、損害及び費用について、その性質の如何にかかわらず、一切を補償し、迷惑をかけない。
2. 上記本船仕向け貨物引き渡しに関し、貴社、貴社の従業員又は代理人に対して法的手続がなされた場合には、その防禦のために必要十分な資金を、要求あり次第提供する。
3. 上記貨物引渡しに関し、本船もしくは貴社又は関連会社が所有、管理、支配するその他の船舶、財産が差押・拘留され又はそのおそれがある場合、もしくは、船舶の使用、運航が阻害された場合（船舶原簿への予告記載などを含む）には、それら船舶、財産の差押・拘留を回避、解放するため、もしくは、

運航阻害を排除するために必要な担保その他の保証を要求あり次第提供し、かつ、それらが正当なものか否かにかかわらず、その差押・拘留・運航阻害、もしくはそれらのおそれの結果として生ずるあらゆる責任、損失、損害又は費用について、貴社を補償する。

4. この保証状の各保証人は連帯してその責任を負う。本保証状に基づく責任は、この保証状の当事者以外の者を含め、貴社が行う法的手続の相手方、順序を問わない。
5. この保証状は[英国法]を準拠法とし、この保証状による責任については[英国高等法院]の管轄とする。

敬具

[ 貨物引渡し要請者名 ]

---

署名

当行、[ 銀行名 ]は、この保証状の保証人となることに同意する。ただし、当行の責任は次のとおりとする。

1. この保証状に関して要求される特定金額の支払いに限定するものとし、別途の担保その他の保証の提供は行わない。
2. 貴社からの要求金額が、この保証状に基づき貴社に対して支払われるべきものであり、貨物引渡しを要請した者によって同金額が支払われていないことを証明する、もしくは、貨物引渡しを要請した者にこの保証状のもとでの債務不履行がありこれにより貴社が受け取るべき補償金が同金額であることを証明する署名入り書面による要求があり次第、その金額を貴社に支払う。
  - (a) その補償には、本船もしくは貴社又は関連会社が所有、管理、支配するその他の船舶の差押えを回避、解除するため、もしくはこれらの船舶の

運航阻害を回避するための保証を貴社が提供することにより要した金額を含む。ただし、第3条の金額を上限とする。

- (b) 支払われた補償金が第3条の金額に達しないときは、支払済補償金相当額を減じた金額を保証限度額として、この保証状のもとでの当行の責任は継続する。

3. 総額 [            金額            ] を限度とする。

4. [            終了日（保証状発行日より6年後）            ] に終了するが、その日まで  
に当行が下記記載住所で受領した支払要求に関する責任は継続する。

5. 貴社の要求により以下を条件として、2年間の期間延長を行う。

- (a) 貴社より保証期間の2年間延長を要求する署名入り通知書を受領したこと。
- (b) この通知書を期間終了日まで下記記載住所で受領したこと。

延長期間は期間終了日から2年間とし、延長をしない場合、当行は、保証状の最高限度額（又は貴社が要求するそれ以下の金額）を支払うことでその責任を終了させることができる。

貴社によるこの保証状記載の貨物引渡しの結果として、貴社に対し法的手続が開始され、それを知らせる署名入り通知書を保証状の有効期限日以内に当行が貴社より受領した場合には、全ての手続が終了し、貴社が貨物引渡しを要請した者又は銀行から支払を受け、この保証状のもとでの責任が全て解決した旨の貴社の署名入り通知書を受領するまで、当行のこの保証状に基づく責任は終了しないことに同意する。

6. 当行の責任はこの保証状に適用される法律に従うものとし、当行はこの保証状で合意された裁判管轄に合意する。

当行は、全てのB/Lを入手した限りにおいて、貴社にこれを引き渡す。

当行は、要求又は通知書の宛先として下記事務所明細に変更があった場合には、速やかに貴社に通知する。また上に記載された貴社の住所に変更があった場合には、貴社は速やかに当行に通知する。

当行への全ての交信及び支払要求及び通知書には、当行保証状の参照番号  
[ 番号 ] を記載されたい。

敬具

[ 銀行名 ]

[ 全ての要求及び通知書の宛先となる事務所の全明細 ]

---

署名

書式 (CC) : B/L 提示なしでの B/L 記載地以外での貨物引渡しの際に取得すべき銀行保証付き保証状の標準書式

[ 日付 ]

宛名： [ 船名 ] の船主である [ 船主名 ]  
[ 船主の住所 ]

Dear Sirs,

船名： [ 船名 ]  
航海： [ B/L 記載の積地及び揚地 ]  
貨物： [ 貨物明細 ]  
B/L： [ No.、日付及び発行地 ]

上記貨物は、[ B/L 記載の揚地名 ] での引渡しのために [ 荷受人名又は B/L 記名人名 ] 宛に、[ 荷送人名 ] によって本船に積み込まれたものではあるが、我々 [ 変更引渡し要求者名 ] は、貴社が本船に対して [ 変更引渡し地名 ] へ向かうよう指図し、B/L 正本との引換えなしに貨物を [ 引渡し相手名 ] に引き渡すよう貴社に要請する。

この要請を貴社が受け入れるにあたり、我々は次のとおり合意する。

1. 我々の要請に従って貨物を引き渡すことにより、貴社、貴社の従業員及び代理人が被る責任、損失、損害及び費用について、その性質の如何にかかわらず、一切を補償し、迷惑をかけない。
2. 上記貨物引渡しに関し、貴社、貴社の従業員又は代理人に対して法的手続がなされた場合には、その防禦のために必要十分な資金を、要求あり次第提供する。
3. 上記貨物引渡しに関し、本船もしくは貴社又は関連会社が所有、管理、支配するその他の船舶、財産が差押・拘留され又はそのおそれがある場合、もしくは、船舶の使用、運航が阻害された場合（船舶原簿への予告記載などを含む）には、それら船舶、財産の差押・拘留を回避、解放するため、もしくは、運航阻害を排除するために必要な担保その他の保証を要求あり次第提供し、

かつ、それらが正当なものか否かにかかわらず、その差押・拘留・運航阻害、もしくはそれらのおそれの結果として生ずるあらゆる責任、損失、損害又は費用について、貴社を補償する。

4. 貴社に要請する貨物引渡しの場所が、液体撒積貨物用又はガス貨物用のターミナル又は施設、もしくは他船、艇である場合には、そのターミナル、施設、他船、艇への引渡しは、我々が貴社に要請する引渡し相手への貨物引渡しとみなす。
5. 当該貨物の B/L 正本全通を、入手次第直ちに貴社に引き渡す。未入手の場合には、直ちに B/L 正本全通が貴社に引き渡されるよう手配する。B/L が引き渡された時点をもって本保証状に基づく責任は終了する。
6. この保証状の各保証人は連帯してその責任を負う。本保証状に基づく責任は、この保証状の当事者以外の者を含め、貴社が行う法的手続の相手方、順序を問わない。
7. この保証状は[英国法]を準拠法とし、この保証状による責任については[英国高等法院]の管轄とする。

敬具

[ 貨物引渡し要求者名 ]

---

署名

当行、[ 銀行名 ]は、この保証状の保証人となることに同意する。  
ただし、当行の責任は次のとおりとする。

1. この保証状に関して要求される特定金額の支払いに限定するものとし、別途の担保その他の保証の提供は行わない。



2. 貴社からの要求金額が、この保証状に基づき貴社に対して支払われるべきものであり、貨物引渡しを要請した者によって同金額が支払われていないことを証明する、もしくは、貨物引渡しを要請した者にこの保証状のもとの債務不履行がありこれにより貴社が受け取るべき補償金が同金額であることを証明する署名入り書面による要求があり次第、その金額を貴社に支払う。
  - (a) その補償には、本船もしくは貴社又は関連会社が所有、管理、支配するその他の船舶の差押えを回避、解除するため、もしくはこれらの船舶の運航阻害を回避するための保証を貴社が提供することにより要した金額を含む。ただし、第3条の金額を上限とする。
  - (b) 支払われた補償金が第3条の金額に達しないときは、支払済補償金相当額を減じた金額を保証限度額として、この保証状のもとの当行の責任は継続する。
3. 総額 [            金額            ] を限度とする。
4. [            終了日（保証状発行日より6年後）            ] に終了するが、その日までに当行が下記記載住所で受領した支払要求に関する責任は継続する。
5. 貴社の要求により以下を条件として、2年間の期間延長を行う。
  - (a) 貴社より保証期間の2年間延長を要求する署名入り通知書を受領したこと。
  - (b) この通知書を期間終了日までに下記記載住所で受領したこと。

延長期間は期間終了日から2年間とし、延長をしない場合、当行は、保証状の最高限度額（又は貴社が要求するそれ以下の金額）を支払うことでその責任を終了させることができる。

貴社によるこの保証状記載の貨物引渡しの結果として、貴社に対し法的手続が開始され、それを知らせる署名入り通知書を保証状の有効期限日以内に当行が貴社より受領した場合には、全ての手続が終了し、貴社が貨物引渡しを要請した者又は銀行から支払を受け、この保証状のもとの責任が全て解決した旨の貴社の署名入り通知書を受領するまで、当行のこの保証状に基づく責任は終了しないことに同意する。
6. 当行の責任はこの保証状に適用される法律に従うものとし、当行はこの保証状で合意された裁判管轄に合意する。

当行は、全ての B/L を入手した限りにおいて、貴社にこれを引き渡す。

当行は、要求又は通知書の宛先としての下記事務所明細に変更があった場合には、速やかに貴社に通知することに同意する。また上に記載された貴社の住所に変更があった場合には、貴社は速やかに当行に通知する。

当行への全ての交信及び支払要求及び通知書には、当行保証状の参照番号 [      番号      ] を記載されたい。

敬具

[      銀行名                      ]

[      全ての要求及び通知書の宛先となる事務所の全明細                      ]

---

署名