

# WAYPOINTS

WEST. Magazine Issue | 03

## CHARTERING MATTERS

12

### Bad Bunkers

HSFO fuels require a new state of vigilance from charterers and owners alike

20

### Foot on the Gas

A dive into how uncertainties with energy transition and security have created significant momentum for LNG expansion

22

### The Visual Data Revolution

How the latest techniques for visual data acquisition are transforming the ways P&I clubs manage claims for greater certainty

32

### On the Horizon

We provide a brief overview to forthcoming legislative changes which will impact our Members

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## Contents

### 05 Welcome Letter

Greg Franklin, Senior Underwriter at West P&I, welcomes you to the new issue of Waypoints

### 06 BIMCO

The P&I Clubs have a very important role to play as the guardian of BIMCO contracts and clauses when it comes to their insurability

### 08 BriefCases

We look at the details of some recent cases, discuss the lessons to be learnt and examine the consequences and potential implications for club members of each decision

### 10 Salvage & GA

Salvage and general average are not matters that charterers usually think about when considering their financial exposure under a charterparty, but such events can have a significant financial impact

### 12 Bad Bunkers

Concerns have been raised about whether the ISO8217 specification for ships' fuel still provides adequate protection in the era of HSFO (High Sulphur Fuel Oil)

### 16 War Risks

With the terrible situation in Ukraine a daily fixture on the news, suddenly war risk cover is firmly back on the agenda write West's Suumit Madhu and Nicola Cox

### 20 Foot on the Gas

Despite the uncertainties with the energy transition and now an energy security focus, there seems to be significant momentum for a material LNG expansion phase

### 22 The Visual Data Revolution

The latest techniques for visual data acquisition are transforming the ways P&I clubs manage claims for greater certainty write Mark Lawrence and Rob Williams

### 26 Controlling & Predicting Legal Costs

How does an owner or charterer handle their everyday pre- and post fixture issues if they don't have an in-house legal team or FD&D insurance?

### 28 National Oceanography Centre

The big science taking place every day on the vessels and facilities of the UK's NOC takes many forms, and investing for the future is key

### 32 On the Horizon

Emma Forbes-Geary, Loss Prevention Officer at West P&I takes us through a range of forthcoming legislative changes that could impact our membership, from EEXI to SEEMP

### 34 Office Profile

In this issue, it's the turn of West's Singapore office to take the spotlight

 Visit [Westpandi.com](http://Westpandi.com) for more on the topics addressed in this issue and for information about West.

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### Editorial team

Tony Paulson, Rebecca Burns, Tim Davies, Julien Rabeux, Greg Franklin, Simon Hodgkinson, Christina Anderson and Tom Kemsley.

### Contact information

If you would like to get in touch with us, please email: [Waypoints@Westpandi.com](mailto:Waypoints@Westpandi.com)



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# WELCOME



Dear reader,

The relationship between shipowner and charterer is arguably one of the most important, if under-acknowledged, underpinnings of successful global commerce. This vital relationship literally keeps the wheels of international trade turning.

Like most of life's relationships it has its pressures which wax and wane in line with wider events and the last two years have certainly witnessed a number of significant external impacts on the shipping industry - Covid lockdowns, port closures, the seafarer welfare crisis, reduced workforces, war in Europe, sanctions, meeting ever increasing climate goals, meteorically rising fuel costs just to name a few.

On page 6, BIMCO's General Counsel Christian Hoppe shares some of the reasons why these sorts of pressures make it so important for the Denmark-headquartered NGO to continue to maintain its strong and symbiotic relationship with the P&I clubs for the benefit of the world's shipowners and charterers.

Industry also adapts, with new products and technologies being developed to fill gaps and fix emerging issues. A good example of this is the legal advice service Qwest's Mark Mathews believes is the answer for an owner or charterer to be able to handle everyday disputes and legal issues without recourse to an in-house legal team or FD&D insurance.

He lays out some of the benefits of this popular scheme on page 26.

Cost saving solutions can come from the technology world too of course. Steve Bee, from fuel testing company VPS Group, tells us on page 12 how HSFO fuels require heightened vigilance from charterers and owners alike. While some of the above pressures I described above have resulted in new levels of risk in worldwide bunker quality, GCMS-HS screening has emerged to save the day and thanks to the proliferation of laboratories following the pandemic, the availability of it has increased.

We hope you enjoy this third issue of Waypoints and our editorial team look forward to hearing from you on any ideas for topics you'd like to see covered in subsequent issues.

Best wishes,

**Greg Franklin**  
Senior Underwriter  
West P&I

# BIMCO

Working in conjunction with the maritime industry for over a century

**BIMCO's General Counsel Christian Hoppe reports on how the shipping industry's largest membership-based NGO enjoys a key symbiotic relationship with the P&I clubs.**

BIMCO, formerly known as Baltic and International Maritime Council, was originally set up in 1905 to establish an agreement of timber freight rates between Copenhagen shipowners. Now the organisation's core activity is the development of standard documentation for the shipping industry and it strives to be at the forefront of relevant global developments by continuously developing contractual solutions that meet the industry's needs. BIMCO's contracts and clauses are made available to the shipping industry as a whole, regardless of membership so it's of critical importance that they are of far-reaching relevance, widely taken up and do not conflict with insurance related considerations.

With this in mind, of the hundreds of contracts that BIMCO has developed over the years, most of them have been reached with the very close involvement of the P&I clubs. The only exceptions are the financing or sales and purchase agreements.

The clubs' involvement can be on a top down level, with the International Group of P&I Clubs (IGP&I) involved very closely in BIMCO's Documentary Committee. Francis Sarre of CMB, who was formerly Chairman of the Documentary Committee is current Chairman of West P&I.

But also, whenever we put together any new standard we assemble a small drafting team with experts and stakeholders from various areas of the shipping industry, from shipowners to bankers and lawyers, and this very often includes representatives from the P&I clubs, with regular representation from West.

Once a new project is drafted and considered sufficiently mature it is put forward to our Documentary Committee for adoption. The DC meets at least twice a year to consider contracts and clauses for adoption, review progress on ongoing projects and decide the work programme. At any given time, more than 10 DC subcommittees are working on new contracts and clauses or revision of existing ones. The P&I Clubs have a very important role to play as the guardian of BIMCO contracts and clauses when it comes to their insurability. The Clubs are therefore systematically involved in all contracts and clauses related projects to ensure that whatever is set out in the terms and conditions does not jeopardise insurance cover. This is essential for the effective carriage of goods at sea.

But on a less dramatic level, the P&I clubs also have a great deal of involvement on the wording of our documents. It is important that for our documents to be considered 'industry standard' and widely adopted, we stay true to our guiding '3 Cs' principles: Clarity, Consistency and Certainty. Clarity – by ensuring that the contract or clause is well drafted, logically structured and worded in a modern language; Consistency – by ensuring that the different clauses and/or subclauses work together and that the style of drafting is uniform; and Certainty – by promoting predictability and making sure that commercial risks are insurable.

It is equally important to have balanced and clearly

worded contracts and clauses that are market and business cycle neutral – principles that have been part of BIMCO's strategy for decades and guide the Documentary Committee and various drafting subcommittees in their work. Otherwise they would simply not be so widely recognised by the industry.

While BIMCO benefits from our contracts and clauses being widely recognised, the P&I clubs have a vested interest in the wording of any new documentation, because, by way of example, if a clause was to be drafted in such a way that it caused a dispute somewhere down the line, it would be likely that a P&I club would ultimately end up closely involved in that dispute.

Outside of the contracts and clauses aspects of our work BIMCO shares with the P&I clubs a remit to widely disseminate information to the industry from security and piracy updates to data on fuel quality and sanction activities. As the clubs and BIMCO share members spread throughout the world's oceans we freely exchange such information as widely as we can and all call upon extensive networks and technologies to help us do so.

## Christian Hoppe

General Counsel,  
BIMCO

Christian Hoppe is BIMCO's General Counsel. He is a lawyer and graduated from the University of Copenhagen with a Master's degree in 2001 and an LL.M. with Distinction from the University of Southampton in 2004. He was admitted to the Danish bar in 2019 (practicing certificate deposited). Christian has been with BIMCO for 13 years, providing legal and policy advice in-house and to members, representing the association at various international meetings and managing a number of the contracts and clauses related projects.



# BRIEFCASES

We look at the details of some recent cases, discuss the lessons to be learnt and examine the consequences and potential implications of each decision

## London Arbitration 6/19

Upon completion of a voyage from South Africa to China, the charterers brought a claim against the owners for breach of the vessel's performance warranties. Good weather was described by the charterparty as follows: "Good weather conditions are understood to mean wind speeds of maximum Beaufort force 4 (11-16 knots) and total-combined (sea and swell) significant wave height confined to limits of Douglas sea state 3 (0.5 – 1.25 meters) with no adverse currents and no influence of swell)...Should there be a discrepancy between the vessel's deck logs and oceanroutes, both parties shall discuss in good faith to assess nature of such discrepancies for a mutual agreement".

### The disputes

The express reference to this particular range of significant wave heights of 0.5-1.25m was, according to the charterers, not consistent with Douglas Sea State 3 (DSS 3), which they argued also included conditions where swell heights reached 2 meters. Owners on the contrary argued that DSS 3 meant a wave height of 0.5 – 1.25m. Charterers also deducted 0.04 knots from the vessel's speed on account of an average 0.04 knot for benefiting from positive following currents. There were also a number of discrepancies between the weather recorded in the vessel's logs and that reported by the charterer's weather routing company.

### Held:

- Significant wave height and Douglas sea state: Given that the clause actually defined the height of the waves to a maximum of 1.25m, the tribunal sided with the owners and rejected the charterer's argument that good weather days could include waves of up to 2 metres.
- No adverse currents: The good weather analysis did not allow to deduct from the average good weather speed any factor in respect of favourable currents, thus confirming the majority of awards on this issue.
- Discrepancies in recorded weather: in the absence of evidence that the weather reported in the logs was falsified or deliberately exaggerated, the tribunal preferred the weather reported in the vessel's logs.

## Why does this decision matter?

There is a debate as to whether Douglas Sea State 3 means a combined wave height (combination of both wind-driven waves and swell) of 1.25 meters, or a combined wave height of up to 2.0 meters. Mariners believe that equating the Douglas Scale to a combined wave height is questionable in view of the separate terms for sea and swell in the Douglas Sea Scale. Although there have been attempts to equate the descriptions used in the Douglas Scales

to precise wave heights, there is no internationally recognised definition or official status for any of the Douglas Scales. Members should therefore be careful when using the Douglas Sea Scale when defining good weather in the performance warranty.

This award also confirms the majority opinion of London tribunals on the definition of "no adverse currents" as well as the longstanding view

of arbitrators in London on their preference for the weather reported in the vessel's logs over the charterer's weather routing company. Charterers should therefore be aware that their weather report cannot necessarily be relied on to successfully bring a claim.

[Click here for further information on this subject and read our circular](#)

### Julien Rabeux

Head of Claims (Singapore), West P&I

Julien is Head of Claims in West's Singapore Office. He studied law in France and England and subsequently qualified as a solicitor in a London shipping law firm. Julien was based in West of England's Hong Kong Office for 5 years, before moving to Singapore when the Club launched its office there. Prior to joining the Club, Julien worked for another IG Club in London for 7 years.



## London Arbitration 4/22

### Facts:

The vessel was chartered to discharge coal in China and arrived at the discharge port on 4 March 2020. Upon arrival, three pilots attended on board. The crew checked each pilot's temperature and all three were alleged to have been found with temperatures in excess of 37.5°C which exceeded the maximum allowed by the owner's company policy. As a result, the master required the pilots to have their temperature taken again with a mercury thermometer. The pilots refused to comply with that request and disembarked the vessel which resulted in a standoff, as the pilotage company refused to send further pilots on board until the owners issued a formal apology for the master's actions. On 6 March the head owners sent an apology, which was accepted by the pilotage company who sent replacement pilots to board the vessel on 13 March to bring it into berth.

### Was the ship off hire between 4 March until new pilots boarded on 13 March?

The relevant provisions of the charterparty were as follows:

8. The Captain shall prosecute his voyages with due despatch and shall render all customary assistance with the ship's crew and boats. The Captain (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency ..."
15. "In the event of loss of time from deficiency and/or default of officers or crew ... or by any other similar cause preventing the full working of the vessel, the payment of hire and overtime, if any, shall cease at the time thereby lost".

### Held:

**Clause 15:** there was no "default of officers or crew". The master and third officer were clearly seeking to implement company policy rather than refusing to discharge their duties owed to the shipowners.  
**Clause 8:** The refusal of the master to allow the pilots to remain on board and, more generally, to proceed to berth on 4 March was a failure on the part of the owners to follow the charterer's legitimate orders and directions in breach of clause 8. The tribunal held that there was no risk to the ship, crew or cargo in those orders to justify the action of those on board the vessel and the delay that resulted from those actions. A general fear of Covid-19 did not provide the owners with carte blanche to refuse to perform under the charterparty, nor did it entitle them to unilaterally implement a temperature policy without notice to, or the agreement of, the charterers.

## Why does this decision matter?

This is the first reported decision on Covid 19. Although this award may seem harsh for owners, this decision shows that tribunals may not find that Covid 19 is a blanket excuse for disobeying the charterer's orders.

[Click here for further information on this subject and read our circular](#)

## The Eternal Bliss (the return): claiming damages beyond demurrage

The Commercial Court's decision was previously reported in our first edition of Briefcases. In the 'Eternal Bliss' case, the voyage charterer failed to discharge a cargo within the time allowed (laytime). As a result of the delay, and while the ship was on demurrage, the cargo deteriorated. This exposed the shipowner to a cargo claim from the receivers.

### Held:

The Court of Appeal reversed the Commercial Court's decision and held that it was not possible for the shipowner to claim in addition to demurrage an indemnity against the charterer for the costs of the cargo claim.

### Why is this decision so important?

This decision confirms the long standing position that demurrage is the only remedy and that in order to claim additional damages an owner had to prove both:

1. A separate type of loss, and;
2. A separate breach of contract distinct from the failure to load or discharge the ship within the laytime.

### Lesson to be learnt

If an owner in a voyage charter wishes to claim damages for a separate type of loss (other than time lost), they will have to incorporate a bespoke clause triggering the breach. For example, an owner may want to include a "hull fouling" clause to protect its position in case of a prolonged stay.

## CHARTERERS & TRADERS

# SALVAGE & G.A.

**Salvage and general average are not matters that charterers usually think about when considering their financial exposure under a charterparty, but such events can have a significant financial impact on a charterer if satisfactory insurance cover is not in place.**

Salvage occurs when a salvor engages in a ship casualty to save the vessel, the cargo (if laden), bunkers and life. Salvors are often also engaged in anti-pollution activities.

General average (which can also include salvage) occurs when an extraordinary sacrifice or expenditure is intentionally or voluntarily incurred in circumstances of a real danger for the common safety of the property involved in the maritime adventure.

As a result of a salvage or general average incident a charterer can become exposed to the provision of security, and ultimately for payment, either under a salvage award or by way of a general average adjustment.

Where the charterer is the owner of the bunkers on the vessel – for example under a time charterparty – the liability of the charterer would be in relation to the value of bunkers salvaged or saved. Charterers should check the terms of their charterparty to ascertain whether they are the owners of the bunkers (i.e. dependent on the charterparty terms, as distinct from when payment is made). The apportionment of the charterer's contribution to any eventual award or adjustment would be determined by the relative values of the property saved and which would include the value of the vessel, her cargo, and the bunkers respectively. The contribution of the bunkers would then be pro-rated to the value of the salvaged vessel and cargo. Unless the bunkers on board are considerable, or the value of the vessel low, the percentage contribution of bunkers to any award or adjustment is not likely to be significant in the context of the whole cost of the salvage or general average expenditure but is nevertheless a cost which will come directly off the charterer's bottom line for the voyage concerned.

Salvage occurs when a salvor engages in a ship casualty to save the vessel, the cargo (if laden), bunkers and life. Salvors are often also engaged in anti-pollution activities.

Charterers may also face a similar liability if, under a voyage charter, the freight they are due has not been paid at the time of the incident. In such circumstances the freight "at risk" will have been "saved" by the salvage or by the general average event. The issues around whether the freight is or was "at risk" at the time of the incident and whether freight or hire is excluded from contributing are not always straight forward and dependent on the charterparty and bill of lading terms.

Legal advice may be required to determine the issue. The value of the freight at risk will contribute, rateably with the other salvaged values (vessel, cargo, bunkers), to the salvage award or average adjustment and this can often result in a liability contribution which exceeds the contribution from the bunkers.

Charterers should therefore protect themselves from such unwelcome potential financial obligations by

purchasing a suitable charterers liability policy covering these risks. WEST are able to offer such policies for charterers and which can also be tailor made to meet a charterer's specific needs and requirements. It protects the charterer against the risk of having to contribute to general average, salvage and special charges in respect of the charterer's own property at risk in the maritime venture.

 **For further information, please click here.**

### Tim Davies

Senior Claims Manager,  
West P&I

Tim Davies spent six years at sea as a deck officer serving on general cargo, container, tanker, bulk carrier and refrigerated vessels. He then studied law and economics at the University of Wales. After graduating Tim worked for over 20 years in private practice handling charterparty, MoA and contractual disputes, and arbitration cases from initial advices through to oral hearings. Tim also dealt with admiralty matters worldwide including groundings, fire, collision, salvage and total loss cases. He joined the Greek Office of West of England in 2008 and transferred to London in 2018 where he handles both FDD and P&I claims.





# BUNKERS

# BAD BUNKERS

HSFO fuels require a new state of vigilance from charterers and owners alike

## Bad Bunkers

According to Steve Bee, Commercial & Business Development Director at fuel testing company VPS Group, HSFO fuels require a new state of vigilance from charterers and owners alike

The so called ‘bad bunkers’ incidents originating out of Singapore and Houston have raised concerns about whether the ISO8217 specification for ships’ fuel still provides adequate protection in the era of HSFO (High Sulphur Fuel Oil).

In the Singapore incident earlier this year, some 200 ships took on the contaminated fuel, with approximately 80 of them later reporting some level of damage to fuel pumps or engines. The problem is that the liability in this is not clear. Singapore’s Maritime and Port Authority (MPA) stated that ‘the contaminated fuel was in compliance with ISO8217.’ Ship fuels though are blended

and traded extensively and it’s becoming clear that parts of the blending, mixing, storage and transfer processes could be allowing potentially damaging compounds to show up in HSFO.

The ISO8217 specification does not specifically state safe levels for such compounds. Rather it sets minimum and maximum values for various parameters from density and water content to viscosity. Some in the industry believe that if these values fall within the range, the fuel is ISO8217 compliant. However, there is another catch-all clause within ISO8217 stating that fuel must be ‘free from any material at a concentration that causes the fuel to be unacceptable for use’.

But as a somewhat woolly phrase that does not specify values for the specific compounds that could contaminate HSFO, it’s open to interpretation and litigation in the event of a claim.



Glencore, the fuel supplier in the Singapore incident, traced the contamination to a batch of fuel it had received from overseas that contained 15000ppm of chlorinated organic products. It's believed that such potentially damaging compounds are introduced during the cracking process, and in this case, Glencore only found out after it had sold a proportion of the fuel to PetroChina International which had already supplied it to ships in the Port of Singapore.

It's therefore easy to see how contamination incidents can happen, how quickly the effects can spread around the world and how tricky it can then be to trace the source and apportion liability.

Simon Hodgkinson, West's Global Head of Loss Prevention says that it needn't be such a problem: "GCMS (gas chromatography mass spectrometry) testing of samples taken off the manifold dripper during bunkering has proven potential to flag up issues before the fuel is burnt. The Singapore incidents show that even if conducted for every bunkering of every ship, the low cost of testing promises to save the much higher potential costs of engine repairs and downtime."

But GCMS testing is not yet widespread and cases seem to

be on the rise. So far in 2022, over 8.5% of VPS GSMS-HS screening tests have shown a 'Caution' result, indicating a significant presence of chemical contamination. This compares with 7.5% in 2021 and 5.2% in 2020.

A number of years ago, VPS recognised proactive, pre-burn monitoring of chemicals present in marine fuels, would be a highly-valued approach to ship operators, in order to avoid damage to vessels, in addition to post-burn forensic investigations after a vessel had already suffered damage.

Therefore, in order to make GCMS a rapid, yet affordable option for routine chemical contamination detection, VPS introduced its chemical screening service, which utilises GCMS-Head Space as its detection technique.

At the pre-burn stage, this is a qualitative test method, which can detect more than 70% of all chemical contaminants which could be found in fuel. This includes the likes of styrene, DCPD, indene, etc, but also the chlorinated hydrocarbons found within the Singapore fuels.

This service provides the pre-burn response many within the industry value, as it gives a very early warning of anything

untoward within the fuel. This alert also allows the vessel to place the supplier on notice, prior to further laboratory investigations.

## As always, prevention is cheaper and more convenient than cure.

The cost of a screening is only tens of dollars, which becomes insignificant in comparison to the cost of a single fuel stem delivery, or the high cost of any damage repair and even the cost of potential reputational damage to a vessel operator.

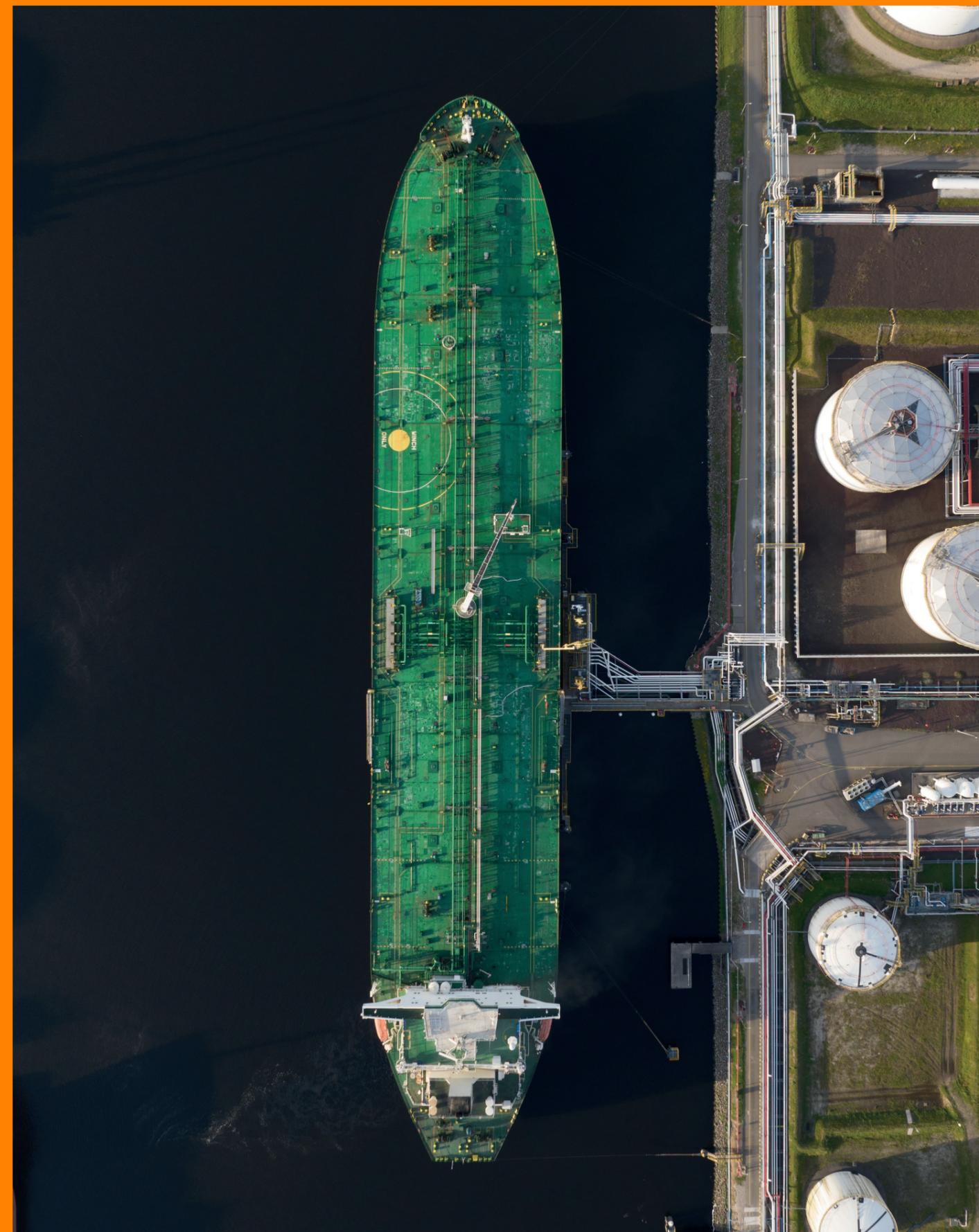
Should a GCMS-HS screen highlight a 'caution' status for a fuel, VPS can then swiftly move to a more forensic extended GCMS-HS analysis, which takes a few days longer and costs into the hundreds of dollars, but gives more detailed information on the contaminant present. However, these investigations are usually post-burn, after a vessel might have suffered damage and when a potential claim situation is likely to be undertaken.

As always, prevention is cheaper and more convenient than cure.

### Steve Bee

Commercial & Business Development Director, VPS Group

Steve is the Group Commercial & Business Development Director for VPS, responsible for the development and implementation of global commercial strategy, since joining the company in July 2016. Graduating from Northumbria University with a BSc (Hons) in Applied Chemistry, Steve joined Lintec Testing Services Ltd, a subsidiary of Intertek, as Operations & Key Accounts Manager in 2007, before becoming General Manager of Lintec in 2011, then Director of Intertek ShipCare in June 2012, a role held until joining VPS.



# WAR RISKS

Running  
for cover

**With the terrible situation in Ukraine a daily fixture on the news and the Joint War Committee including many of the region's seas and waterways as Listed Areas, suddenly war risk cover is firmly back on the agenda write West's Suumit Madhu and Nicola Cox.**

Under English law there is no precise definition of what a 'war' is and nor does a conflict have to be declared by any international or governmental body in order to be viewed as 'war'. So what are some of the potential war-related issues for owners and charterers to look out for?

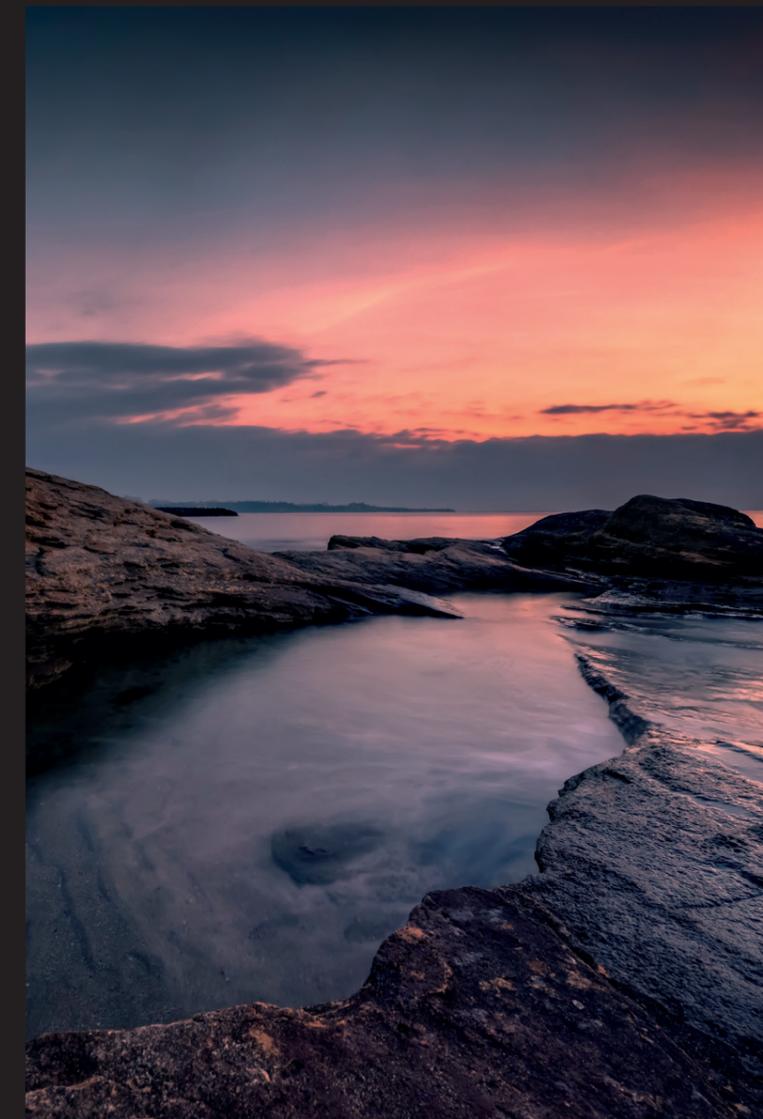
#### War risk cover for owners and charterers

There is generally no ordinary P&I cover for an owner in respect of any liabilities, costs or expenses caused by war, any hostile act by or against a belligerent power, or any act of terrorism. Cover for those types of liabilities is customarily purchased by the owner through their H&M insurer or specialist war risk insurer, though the

International Group Clubs provide an excess war cover with a limit of US\$500 million above an owner's war cover.

This contrasts markedly with war risk cover for charterers, where the Club customarily provides 'ground up' war risk cover for P&I liabilities, i.e. without any underlying excess point. The limit on this cover per claim is USD100 million.

Another difference is that Owners are required to notify their war risk underwriters in advance if they intend to order vessels to sail through these Listed Areas and for which an additional premium is normally charged, whereas there is no such requirement under the Club's Charterers' Cover and no additional premiums payable.





**Liability for war risks between owners and charterers**

Since charterers are commonly required by the terms of their charterparty to pay or contribute towards the cost of war risks additional premium, it will often be implied that owners have agreed not to claim against charterers for any damage or loss that is covered by that war risks cover. As The House of Lords stated in *The Evia (No 2)*, it would be “remarkable” and “the wrong result” if charterers had to

pay insurance premiums to insurers but were then liable to the same insurers when the insurers exercised their rights of subrogation against charterers.

Furthermore, where a joint insurance policy is entered into where the charterers are named as a joint assured on the policy with the owners, the English Supreme Court in *The Ocean Victory* held that this constituted an “insurance code” as between owners, charterers and owners’ insurers. This meant that the insurers, having paid the

owner’s claims, would have been unable to claim back against charterers.

But two of the five Supreme Court judges in *The Ocean Victory* case disagreed with the majority finding, making it difficult to predict with certainty in any future case whether war risks underwriters will have a valid claim against charterers. Each case will therefore depend on the applicable contract terms and the parties should be check their charterparty provisions carefully.

**General contractual advice**

The most widely used war risks clauses for time and voyage charters are the CONWARTIME 2013 and VOYWAR 2013. Under both clauses the test for determining whether the ship must proceed to a particular area is based on whether that area is dangerous.

But the danger must be assessed on the basis of evidence rather than speculation. The parties therefore need to collect objective facts and information about the intended trade and whether the ship would be exposed to danger if it were to trade there. Making enquiries with local agents in those ports in order to assess the situation is an obvious first step.

If the ship does proceed to or through an area exposed to war risks, charterers are liable to reimburse owners any additional insurance premiums incurred due to the war risks under these two clauses.

In addition, under CONWARTIME 2013, if owners become liable under the terms of the crew’s employment contract to pay any bonus or additional wages to the crew as a result

of sailing into a war risk area, charterers are liable to reimburse owners for such additional crew costs.

The events in Ukraine have shone a spotlight on the operation of war risk cover and the interplay between an owner and charterer around war risks in a way probably not seen since the Iran/ Iraq wars in the 1980s. Both parties now need to be aware more than ever of what their charterparty says and the impacts of those terms. In the interests of both owners and charterers and to avoid any war risk claim between them under the c/p, it is recommended that either the charterers are named as co-assured on the war risk policy, or if that is not possible, the c/p provides that owners waive any war risk claim they may have against the charterer, on the basis that owners can claim against the war risk underwriter.

 [Click here to find FAQs on our website which provide a more comprehensive overview of the issues.](#)



**Suमित Madhu**

Senior Underwriter,  
West P&I



Suमित has underwriting responsibility for the Club’s Membership, in Norway, Sweden & Finland along with certain Members in Denmark and Turkey. Suमित is also our London contact for any Asian business excluding Hong Kong and China. Additionally, Suमित heads up the Club’s chartering business. Prior to joining the WEST Suमित worked for another IG P&I Club as an underwriter and head of a claims syndicate. Suमित is also a Master Mariner, who primarily spent his seafaring days aboard tankers and LNG / gas carriers.

**Nicola Cox**

Head of Defence Claims,  
West P&I



Nicola graduated in law from Oxford University and practised as a barrister before joining West in 1994. Nicola manages the Club’s Defence claims, reporting to the Class 2 Advisory Committee of the Club’s shipowners’ Board, monitoring legal developments and Defence-related topics and handling some of the Club’s larger Defence claims. Nicola also manages the Club’s relationship with its preferred legal suppliers and assists in marketing the Club’s Defence cover.

# FOOTHE FLEET ON GAS

The geopolitical turmoil of recent months has placed the shipping markets, and in particular, the LNG sector, once again at the centre of global events. And with energy security adding further upside to a market already expecting plenty of underlying growth from Asian demand, energy transition dynamics and a lengthy export project list, LNG shipping looks set for a significant growth phase.

## Tracking the Growth

Although progress can be uneven, LNG trade has a track record of underlying growth (20-year growth averages 6.5%, compared to 3.4% for gas pipeline trade, 2.4% for global gas demand and 1.0% for seaborne oil trade. And while trade growth is expected to slow a little next year (to 4% from 5% this year as we wait for liquification projects to come online), the case for future growth is supported by both strong export capacity expansion (the Clarksons database has 155mtpa of liquification capacity under construction, 303mtpa at FEED and 295mtpa proposed: for context current capacity is 459mtpa) and the prospect of LNG potentially benefiting, at least initially, from the energy transition (in our modelling, LNG trade grows more quickly in a Paris aligned rapid decarbonisation case in part due to coal to gas switching).

## Energy Security

Anybody who has had the misfortune to open an energy bill of late will have appreciated the pricing shock being experienced across the gas markets. Initially driven by Covid-19 demand rebound, inventory building in both Europe and Asia, cold winters gas market tightness has been exacerbated by the supply concerns surrounding Russian gas. For context, Russia is the second largest gas producer, with 17% of global gas supply in 2021, and met around 40% of European gas demand pre-conflict. And while these dynamics are contributing to inflation and macro-economic headwinds, for the LNG shipping markets the initial impact of the Russia / Ukraine conflict has seen European imports increase by 52% y-o-y in the first five months of 2022 as geopolitics and energy security move quickly up the agenda and Europe and Russia seek alternative import sources and export markets. As much of this European activity is for the moment diverted Asian cargoes (reducing tonne-miles), the recent strong charter rates (please note recent news that Freeport LNG will be offline may weaken the short-term market) were driven by sanction uncertainty and an expectation that shipping requirements would rise.

## Stephen Gordon

Managing Director,  
Clarksons Research



This feature is written by Stephen Gordon of Clarksons Research and based on analysis from Shipping Intelligence Weekly 17th June 2022. Clarksons Research are market leaders in the provision of data and intelligence around shipping, trade, offshore and energy transition in the maritime context.

European countries (including Germany, Netherlands and Finland) have already chartered eight units since the start of the conflict in an attempt to accelerate LNG imports. Today a 1yr TC is assessed by Clarksons brokers at \$100,000/day for a TFDE LNG carrier unit, with a generally firm outlook for the charter market.

Further ahead, our early impact assessment work assumes much of Russia-Europe pipeline trade (which totalled 120mt in 2021) will be phased out with a long-term global LNG trade projection of 620mt by 2030 (a 40mt upwards revision from our projections prior to the conflict). But in a stretch case (replacing almost all Russian pipeline flows to Europe with LNG,

and with Asian growth unaffected) trade could reach 695mt from 401mt today, potentially requiring approximately an additional 110 ships. There is, of course, huge uncertainty: further lockdowns in China, a slowing global economy, pricing impacting demand, evolution of the conflict and associated politics, Chinese energy policy (the potential for coal use to increase or pipeline trade with Russia), the often lengthy timescales needed to complete shoreside infrastructure for liquification and regasification.

## Fleet Renewal

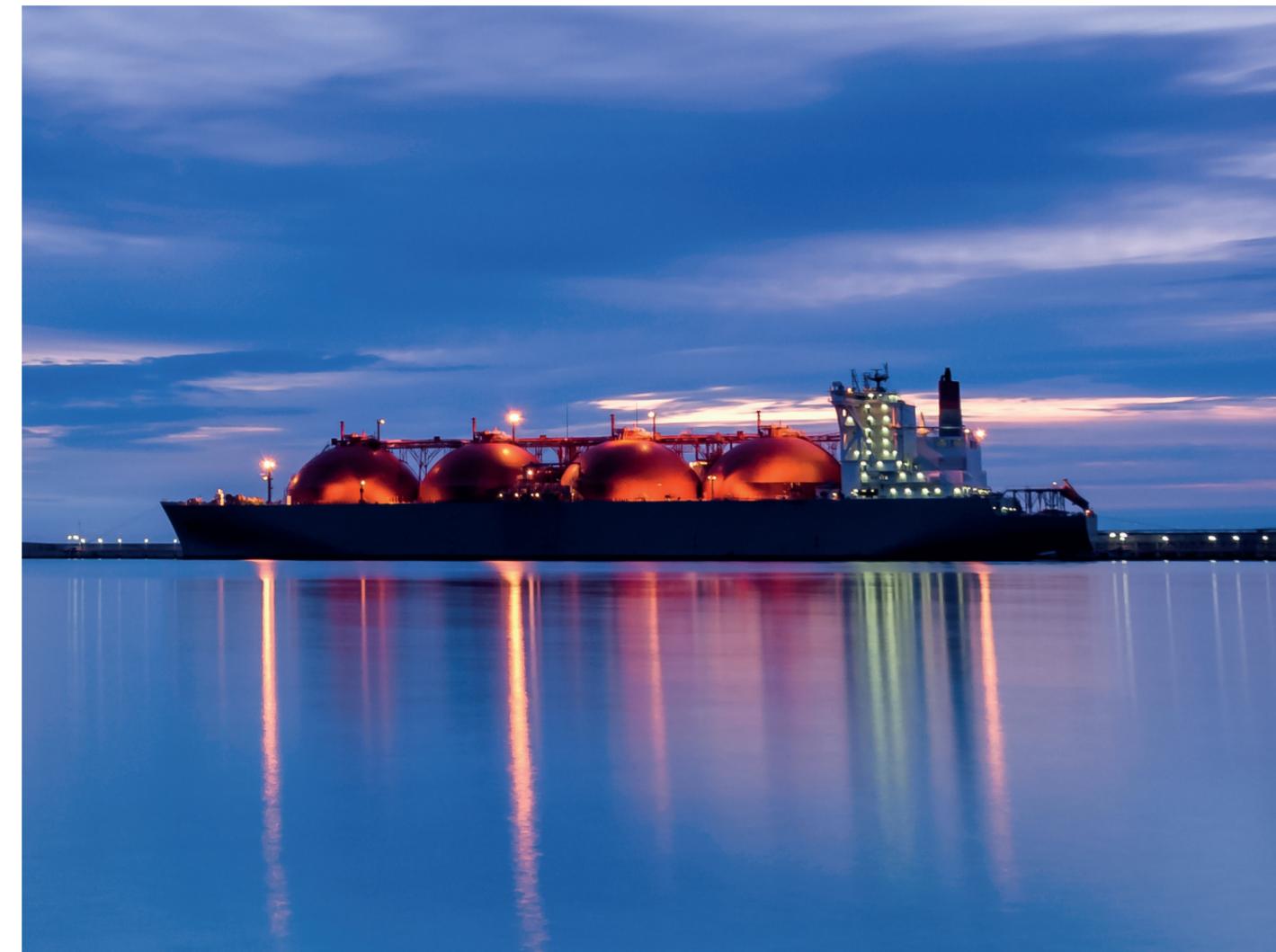
Today, the LNG shipping fleet has reached 632 ships (sized above 40,000 cbm) of a combined 103.3m

cbm, with ~30% of the fleet still steam turbines and considerable uncertainty around the impact of emissions policies (e.g. EEXI, CII, methane slip). The total orderbook is now a sizeable 36% of the fleet after 86 ships (of \$15.6bn) were ordered in 2021: by mid-June we are already at a record half year of newbuild orders (80 vessels) and, with newbuild prices up 20%, already a record full year by investment (\$16.7bn). While some of this activity relates to the pre-existing Qatari newbuild program, berth availability is now typically from 2025/6 even with Chinese yards expanding to beyond 20 ship annual capacity to add to the traditional strength of Korean yards in this market. With the orderbook spread

over four years, we are projecting the LNG fleet will grow by just 3.6% in 2022 and 4.7% in 2023 and also estimate that by 2026, there will be more LNG vessels in the fleet than VLCC.

## Expansion Phase

Despite the uncertainties (and LNG veterans will warn that “projects get delayed, newbuilds deliver on time”), with the energy transition and now an energy security focus, there seems significant momentum for a material LNG expansion phase.



# THE VISUAL DATA REVOLUTION



**Waves Group's Mark Lawrence and Rob Williams report on how the latest techniques for visual data acquisition are transforming the ways P&I clubs manage claims for greater certainty**

The recording of high-quality visual data is becoming increasingly important to modern seafaring. It is particularly relevant when assessing marine casualties and for resolving insurance claims and disagreements between parties. Data that enables all parties to visualise the scene and background to the incident, as well as the resulting damage, has become ever more invaluable.

of as much evidence as possible is a key factor for any potential future court case or arbitration process. It is therefore common for leading P&Is like West to engage the services of an independent multidisciplinary marine consultancy, such as Waves Group, to collect this evidence and present the data in meaningful ways to people with a variety of technical backgrounds.

Consider the all too regular occurrence of a vessel collision with port infrastructure that results in damage to both the vessel and port assets. The vessel's interests might claim that the port was at fault and that the berth was unsafe, while the facility operator/owners might well counter-claim that the vessel operator was at fault. The P&I club will then act quickly to determine the magnitude of the claim and the potential cause of the incident. The collection

The rapid understanding of the situation establishes the need for someone to attend on site. Waves Group can send skilled and experienced assessors to the scene; a consultant maritime civil engineer, for example, who's expertise is required to evaluate the damage sustained to any fixed or floating infrastructure and the potential cause.



The difference now is that the attending assessor can utilise a range of new technologies, including a 360 degree camera or mini drone camera, to quickly capture every visual detail of the scene. Using this technology means that the cameras can record all angles simultaneously, including information that the assessor inspected, and other details that they could not have seen. This extensive visual data can be streamed almost immediately to the P&I club providing a real-time 'virtual' overview and immediate clarity of the situation. The visual data can also be stored providing a comprehensive library for future reference or analysis, should the incident develop into a major claim.

In the old days an assessment would consist of hundreds of still photos and a long, written report. Not only is the visual data we obtain now much more detailed than we would have had before, but it can also be presented in much more understandable ways to people who were not there. Using a process known as photogrammetry, software can process the thousands of photographs taken by a digital camera, over the real data points of a port or a vessel, to form a 3-Dimensional model. This means a virtual and scalable model can be created allowing people, such as lawyers, who might not have a technical engineering background, to 'walk around', look inside or through the damaged structure so comparing it with its undamaged state.

Now consider another claim, but further down the line, when the P&I club might need to invite tenders to salvage or repair a vessel, perhaps in a remote location

and covering a couple of seasons. Systems were brought in during Covid lockdowns that were found to save both time and money in such scenarios and have hence been retained as best practice.

As part of the traditional procurement process, tendering companies would make significant assumptions or add multiple protective clauses to contracts to account for the 'unknowns'. Contractors typically add provisional costs to many elements of the tender to cover the 'worst case scenario' levels.

Consider also a wreck survey in deep water conducted with sensors mounted on Remotely Operated Vehicles (ROVs). The surveyed damage can be overlaid onto a digital twin of the vessel supplied by the naval architect that designed it. This is a service Waves Group has provided for P&Is like West. It saves on the cost of the claim, because when it's possible for the salvor to 'walk' or 'fly-through' the wreck on a computer screen it means that fewer expensive assumptions about the scope of work, to remove or stabilise the wreck, need to be made. It also means that tenders can be let without flying numerous contractor representatives halfway round the world to personally attend the site, saving both carbon and yet more cost to the claim, that would eventually find its way through to P&I club members.

It has been found that if P&I clubs procure and include this centralised visual survey data in an invitation to tender, that the tenders are more competitively priced. The cost of engaging a consultancy like Waves

Group is more than offset by the savings obtained by using a single, independent and verified survey of the incident site. High quality visual survey data is also persuasive in a courtroom, when used alongside Waves Group's other services such as AIS and VDR reconstructions. This can allow lawyers to play, pause or replay a visualisation of an incident and gain a better grasp of what happened.

Visual data technology is therefore changing the whole way that P&I clubs work with claims. As a result, the clubs have begun to take much more control of incident data in recent years. The rapid understanding of an incident, and the recording of every visual detail of the scene from all angles is becoming invaluable. It also provides confidence to the clubs that the details of the incident are understood as early as possible, and that that a detailed visual record is on file for future reference.

**Mark Lawrence**

Digital Services Lead, Waves Group



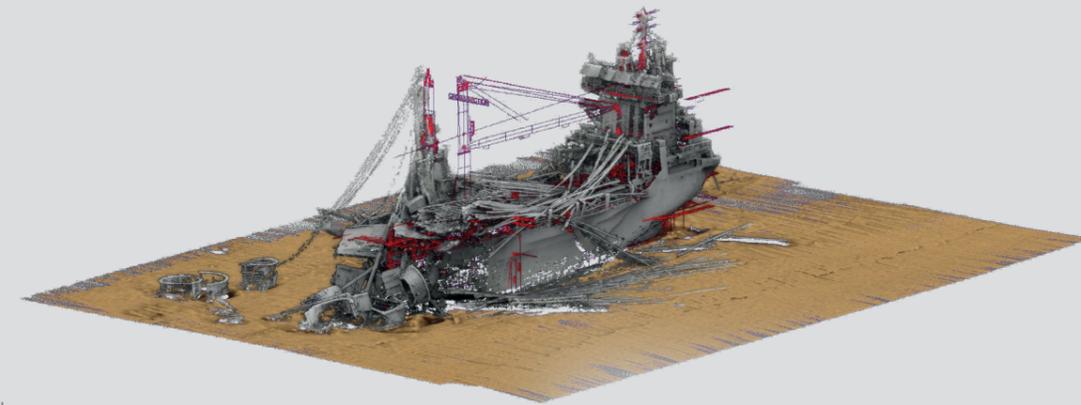
Mark Lawrence, Waves Group's Digital Services Lead, has been with Waves Group for three years and joined the company to develop the provision of digital services including the use of 3D data acquisition techniques both above and below water. Mark has had a long-standing career developing the use of 3D remote sensing technology on shipwrecks, initially on submerged historic wrecks as part of archaeological assessments, but latterly on more modern casualties subject to large scale wreck removal projects around the world.

**Rob Williams**

Maritime Civil Engineer, Waves Group



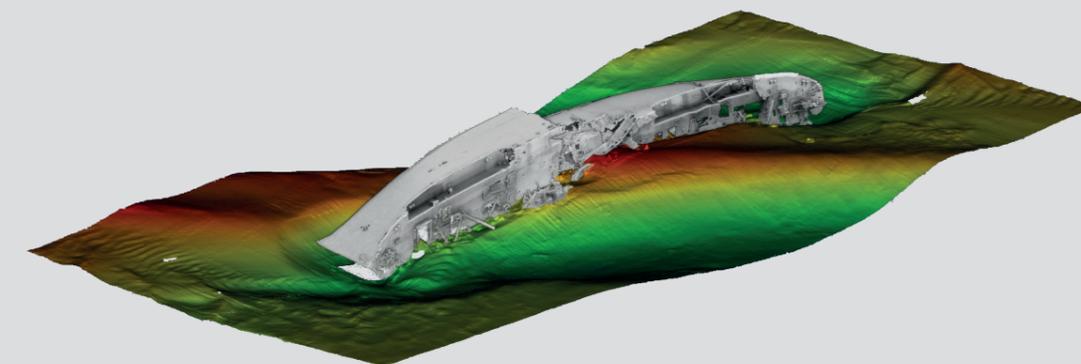
Rob Williams is a Maritime Civil Engineer with over 25 years of experience in the design and project management of a wide range of marine infrastructure projects across the globe. He works closely with P&I Clubs, lawyers, brokers and shipowners providing technical, contractual and financial advice on a wide range of Maritime Civil, Fixed & Floating Object (FFO) and Crane Damage cases to assess damage, advise on temporary repairs, monitor operations and assist in the resolution of claims. Rob is also closely involved in expanding Waves Group's capability for the recording of high quality visual digital data to rapidly assess and communicate the details of casualties, damage incidents and to evaluate the claims.



This is a 3D model of the stern section of the wreck of the 'Thorco Cloud' which sank following collision in the Singapore Straits, created using multibeam sonar from an ROV



This is 3D model of the grounded fishing vessel 'Northguider' created using photogrammetry from a drone



This is a 3d model of the legacy wreck 'War Mehtar' created using multibeam sonar from an ROV

Qwest Legal:

# CONTROLLING & PREDICTING LEGAL COSTS

How does an owner or charterer handle their everyday pre- and post fixture issues if they don't have the benefit of an in-house legal team or FD&D insurance? **Mark Mathews** believes the Qwest Legal service could be the answer

**Freight Demurrage & Defence or FD&D insurance provides legal costs cover for shipping disputes not covered by any other insurance. With that in mind, some might simply argue that all prudent operators without an in-house legal team should purchase FD&D. However, this is not always the case: a significant proportion of owners or charterers, do not buy FD&D insurance, as they believe they do not need it and in many cases, years of operation with no significant disputes with counter parties may have suggested that is right.**

FD&D is not a 'compulsory' insurance like P&I and while legal costs that are likely to be incurred when a complex dispute needs to be arbitrated or litigated can be very high, such disputes are fortunately rare. But operators do find themselves in need of guidance for the more 'run of the mill' pre- and post-fixture issues relating to such as charterparty wordings, off-hire, demurrage, unpaid freight, speed and consumption, as well as other day to day disagreements with suppliers and partners arising out of the general course of business.

Each of those enquiries, if not fielded by a kindly P&I insurer, could result in a cost and legal spend that slowly

builds up over the course of a year that is unpredictable and hard to budget for.

For a one-off occurrence, service may be negotiated from their P&I provider or a friendly lawyer. But any advice would in all likelihood be caveated to the extent that the professional providing the answers had not been formally appointed and may therefore not have been able to consider the circumstances and documentation relating to the matter in great detail.

This approach then rather depends on the goodwill of others and will only go so far. So how do operators cover themselves for issues which could potentially cause operational difficulties and, potentially, financial losses without the costs associated with repeat enquiries to law firms?

This is where a retainer arrangement with Qwest can be a useful tool to have in the box. Under an annual service retainer, Qwest Legal provides clients with pre- and post-fixture advice on all maritime or trade enquiries. Contract wordings, claims and legal advice are all covered. This includes specific claims and disputes, as well as any general enquiries clients may have.

Solutions are tailored to the client's individual requirements, so if the client feels they may not make full use of an annual retainer, they can opt for a 'pay as you go' arrangement based on a pre-purchase of hours that carry over if unused. Under such an arrangement they are not paying for something that they do not use and can budget ahead more precisely.

There is no limit to the number of enquiries that can be made under the retainer nor is there any deductible. Clients can simply call on their dedicated team for advice whenever a problem arises.

It's important to note though that it's not solely an alternative for FD&D insurance. The retainer can be an extension beyond traditional P&I and FD&D matters, including advice on Hull & Machinery (H&M) claims.

For many clients it acts as an important compliment to FD&D. Qwest Legal is structured in such

a way that it operates as an extension of the client's "back office" service – in effect providing the client with an in-house team that knows their business and advises accordingly.

To provide comfort that the costs are covered should a case need to be litigated or arbitrated, the client is also able to extend the retainer to include legal fee protection insurance up to USD1m, which is invoked if and when litigation or arbitration is commenced.

This flexible approach extends to a derivative of Qwest Legal called Qwest Shipmanagers which is designed to cover some awkward scenarios that can occur in the shipmanagement

business, such as where a shipmanager may face exposure from third parties but is not an assured on the owner's FD&D policy or even for disputes between the manager and the owner themselves. Such disputes may be rare but could be costly and Qwest Shipmanagement provides managers with a 'sleep easy' and cost-effective solution.

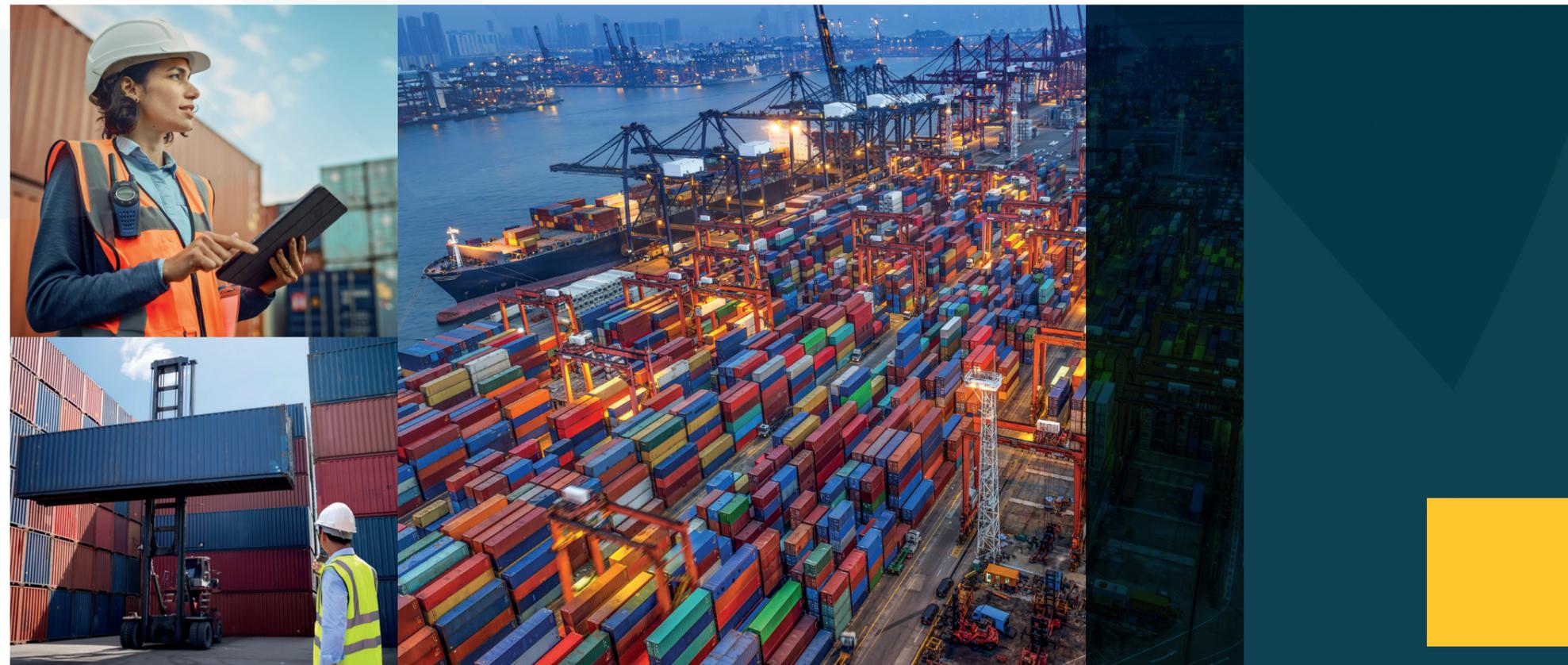
Completely flexible and able to be tailored to meet each client's individual needs, Qwest is always there to protect and support ship operators and traders as well as shipmanagers throughout their operations.

## Mark Mathews

Deputy Head of Underwriting (London) & Head of Product Development, West P&I



Mark started his career as a Lloyd's Broker back in 1981 and worked for the majority of his time with Harris and Dixon. Mark began his Underwriting career in 2009 with the Shipowners' Club and prior to joining West, he also worked for the UK P&I Club. While Mark is now the Deputy Head of Underwriting (London) he was previously responsible for West's Greek Cypriot and Russian Membership. In addition, Mark also works very closely with West's partners, Qwest, Nordic and Astaara with his role as Head of Product Development.



# NATIONAL- NOCEANOGRAPHY- CENTRE

## Understanding the oceans today and tomorrow

The big science taking place every day on the vessels and facilities of the UK's National Oceanography Centre (NOC) takes many forms, and investing for the future is key, writes Dr Eleanor Darlington.

One form this investment takes is ensuring the ocean scientific industries will continue to have the correct mix of staff, skills and input from all areas of our planet and this is where a recent connection with West fits in.

The West P&I Seagoing Science Bursary, which began last year, provides financial support for students and early career researchers in the field of marine science or oceanography. It also provides opportunities for those from developing countries who are keen to become involved in the field of marine science or oceanography, to gain practical experience of ship-borne science. It is administered and awarded by NOC and will run for 10 years.

The primary focus for NOC is to better understand our changing seas, upon which future human prosperity and wellbeing depends. We aim to achieve this goal by undertaking and enabling world-class science and technology development.

Our research is organised into four main areas: Ocean BioGeosciences, Marine Systems Modelling, Marine Physics and Ocean Climate, and Ocean Technology and Engineering. Scientists at the NOC generally focus on one of these key areas of marine science and are responsible for obtaining in-depth knowledge and research. Many projects also involve interdisciplinary research, which involves the collaboration of scientists across a range of research areas, and all of our activities hinge upon our pioneering engineers and technicians who work collaboratively with the scientists to make their research dreams come true.

The ability to explore the oceans and collect data via unmanned, untethered robotic vehicles has greatly increased our understanding of the oceans

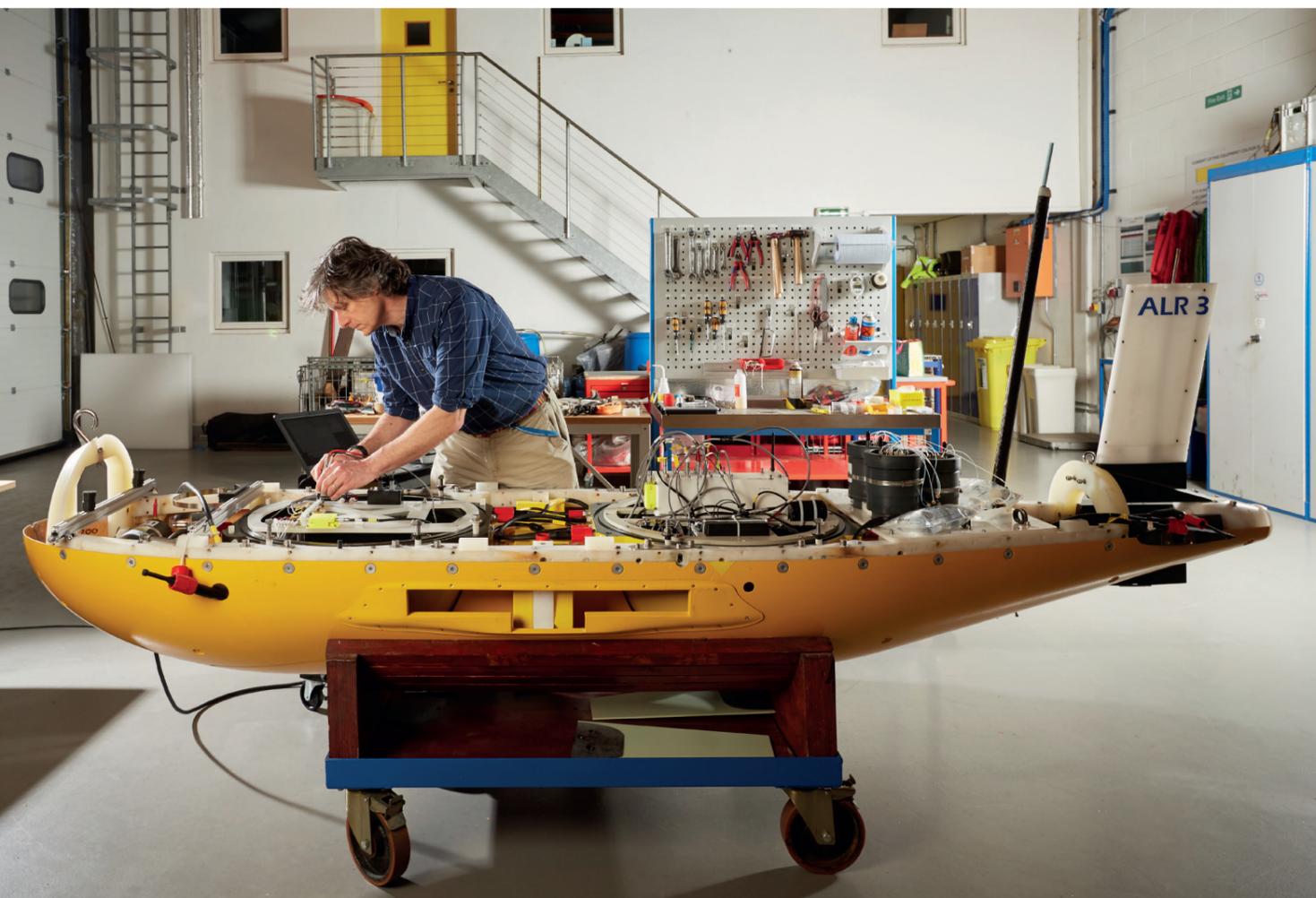
Managed out of two UK sites in Southampton and Liverpool, and operating two research ships; RRS James Cook and RRS Discovery, we provide research facilities and access to data and samples for the benefit of both UK and world science.

**Robotics**

The ability to explore the oceans and collect data via uncrewed untethered robotic vehicles has greatly increased our understanding of the oceans. New and innovative autonomous vehicles being developed at the NOC are pushing the limits on how we can explore our oceans, allowing us to reach new depths, travel under ice, take readings in remote areas and robots can continue to collect data during high sea states when crewed surface vessels would be unable to.

Autonomous vehicles can be deployed and remain at sea for several months, recording and storing data and then transmitting the data back to shore when they surface. There are so many questions about the physical, chemical and biological processes in our oceans, and autonomous vehicles could provide many of the answers we are looking for.

There is a growing trend where multiple platforms are working together as a 'system of systems' to enable more complex data gathering. These 'swarms' can be a homogeneous set of vehicles all acting together to form a measurement network, an example being autonomous ocean bottom seismometers.



While NOC does own some off-the-shelf vehicles, we also work closely with a range of public and private partners to drive the development of the new vehicles we will need in the future. For instance, we are currently developing the Autosub Long Range (ALR-1500) which will be our longest range AUV (Autonomous Underwater Vehicle) to date. With increased endurance and payload capacity over previous versions, ALR1500 will be optimised for surveying the continental shelf and upper slope, with the potential to complete a full trans-Arctic mission, under ice.

Diversifying our operations has been part of the job for some years, so chartering our vessels and equipment has been playing an increasing role. For example, last year NASA chartered both our research ships for a major deep ocean project.

A large slice of our funding comes under NERC (Natural Environmental Research Council) and they have set a target of being carbon net-zero for 2040. Almost all of the research we facilitate with our vessels, leads ultimately to increasing our understanding of the oceans and hence climate change and sea level rise, so there's a constant trade-off when it comes to the value of the data we can collect versus the fossil fuels we have to burn to collect the data.

2040 is a challenging deadline when so much of our research must be conducted in remote areas such the polar regions, where infrastructure is almost non-existent, and fossil fuels still rule supreme. It's unfortunate that the polar regions are the most sensitive and critical when it comes to climate change, yet we have to burn tons of fossil fuels to get there to conduct our important research.

The research ships themselves are an obvious focus for these carbon savings. We're evaluating, investigating and in some cases facilitating the development of a range of Energy Efficiency Measures (EEMs) which could reduce our vessels' CO2e emissions by up to 25%. These include very innovative measures such as route optimisation, hull form optimisation, wind assistance technologies, advanced hull coatings, speed reduction, main engine improvements, auxiliary systems improvements as well as modification to allow ships to 'plug in' to green shore electrical supplies and even sustainable food policies. It's fabulous to work for an organisation that's leaving no marine decarbonisation stone unturned.



**Eleanor Darlington**

Head of Marine Facilities Programmes, National Oceanography Centre

Eleanor has worked as Head of Marine Facilities Programmes at the National Oceanography Centre in Southampton UK since 2020. Responsible for a diverse range of the national ocean research facilitator's activities from developing the ships' schedules, budgetary oversight of the UK marine facilities, to liaising with international partners to optimise global research vessel usage, or sailing as a sea going technician in direct support of marine science, Eleanor has a PhD in Polar physical oceanography and glaciology from Loughborough University.



# ON THE

We provide a brief overview to forthcoming legislative changes which will impact our Members

# HORIZON

## The IMO's next step in the drive to Sustainable Shipping

### Halving emissions

In 2018 the IMO announced its strategy to reduce total annual greenhouse gas emissions from shipping by at least 50% by 2050. The regulations mentioned below are aimed to further the IMO Green House Gases (GHG) target to reduce carbon intensity of all ships by 40% by 2030.

The IMO is targeting in 2023 vessel efficiency and carbon intensity (CII) through regulations which will be coming into force by January, their aim being to assist vessel efficiency, lower emissions and help the adoption of low-carbon alternative fuels.

Next year's phase will be achieved by the following regulations:

- Energy Efficiency Existing Ship Index
- Enhancement of the Ship Energy Efficiency Management Plan
- Carbon Intensity Indicator rating scheme

### Energy Efficiency Existing Ship Index

The Energy Efficiency Existing Ship Index (EEXI) measures the carbon dioxide emissions per voyage, considering only the ship's design parameters. The EEXI is a development linked to the Energy Efficiency Design Index (EEDI) which has applied to ships since 2013.

The difference between these two is that EEDI is only applied to new ships while EEXI applies to all existing ships which are above 400GT, in accordance with different values set for vessel types and size categories. The energy efficiency value of the vessel will be compared to a baseline.

### Carbon Intensity Indicator

The vessel's Carbon Intensity Indicator (CII) links the GHG emissions to a ratio of cargo carried and the distance travelled and all vessels that are over 5,000GT will need to comply.

The CII will determine the annual carbon reduction factor needed to ensure continuous improvement of the ship's operational carbon intensity within a specific rating level.

There are 5 rating categories that indicate the performance level:

- A (major superior);
- B (minor superior);
- C (moderate);
- D (minor inferior);
- E (inferior)

The minimum requirement for compliance is C (moderate). If the vessel were to receive a 'D' or 'E' rating for 3 consecutive years the ship owners would need to submit a corrective action plan under the SEEMP.

### Ship Energy Efficiency Management Plan (SEEMP)

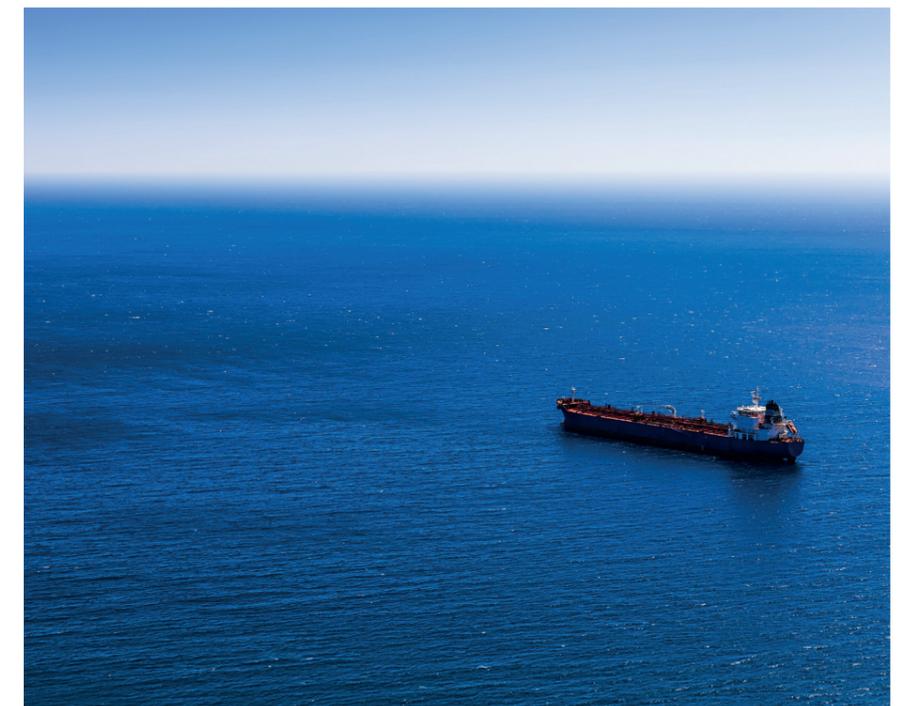
This plan is mandatory and is a vessel-specific document that lays out the plan to improve the vessel's energy efficiency in a cost-effective manner.

On or before the 1 January 2023 the plan must include the methodology for calculating the ship's attained annual operational CII and the required annual operational CII.

Also to be included is an annually required Annual Operational CII for the next three years, an execution plan describing how the target will be attained (to achieve a continuous improvement), and a procedure for self-evaluation and improvement.

There is still limited guidance on potential penalties for non-compliant vessels. The IMO MEPC is planning a meeting for 6 June 2022, where it is likely more details will be provided on the above regulations.

The regulations that are coming into force in 2023 at the same time that regional measures to reduce GHG emissions for this nature of trade are being discussed. Countries such as EU, China and US have indicated the potential introduction of various systems in order to monitor CO<sub>2</sub> within their waters, e.g national carbon trading scheme for China.



### Emma Forbes-Geary

Loss Prevention Officer,  
West P&I

Emma was a Third Officer onboard Princess and P&O Australia Cruise ships. Emma spent 3 years as an Officer Cadet with Anglo Eastern working on Rio Tinto vessels (bulk carriers and caustic soda carriers) operating between Japan, China and Australia. Emma joined the Club in 2019 and currently attends to Loss Prevention matters.



# OFFICE PROFILE

**West's Singapore office is right at the heart of one of the world's busiest port cities**

As a shipping centre of critical worldwide importance, Singapore will need little introduction. But one statistic that gives a good feel of the tonnage on the move here is that at any one time there are around 1,000 vessels in Singapore port with a vessel entering or leaving every three minutes.

Established in 2017 in Robinson 77, located in Singapore's Tanjong Pagar Central Business District area, the West office was originally set up by Malcolm Pedley, Julien Rabeux and David Griffiths, who all moved down from the Hong Kong office and all of whom remain with the company.

Both underwriting and claims-handling functions are supported. In addition to their Asian membership and reflecting the city state's role as a crossroads for world trade, the office services worldwide members, many of whom have their own Singapore offices.

Malcolm Pedley, West's Singapore's CEO says: "The government here provides a politically stable and pro-business environment with the Maritime Port Authority (MPA) the driving force behind the development of Singapore's Maritime industry. The Club has a very well-established presence in Asia and the Singapore Office reconfirms the Club's commitment to developing the brand throughout the region."

According to Malcolm, the reason for the establishment of the Singapore office was mostly to grow the Club's business in Singapore and Southeast Asia: "When we looked at business development in Singapore, it quickly became clear that to grow your business in Singapore, you have to be in Singapore."

As well as performing the role of Chief Executive, Malcolm continues to underwrite the Club's Vietnamese business and oversees the Club's membership in Singapore, Thailand, Korea and Taiwan.

Julien Rabeux, Singapore's Head of Claims qualified as a solicitor in a London shipping law firm, and was based in West of England's Hong Kong Office for five years, before moving to Singapore. In addition to our Asian members, Julien manages the claims handling and advice for European members with satellite offices in Singapore.

David Griffiths, Senior Underwriter, and the third founding member of the office, has underwriting responsibility for the Club's Members in Singapore, Korea, Thailand, Taiwan, Hong Kong and South East Asia.

## GROWING TEAM

The office is growing fast, and at time of publication, the team will have grown to eight employees:

- Kay Williams joined the team as Office Manager in 2017
- Eugene Cheng handles both P&I and FD&D claims. He has also authored a number of the Club's defence and claims guides
- Bharath Ganesh and Manali Sabnis joined the claims team in 2021
- Manfred Tan joins the team as an underwriting assistant in June 2022

**RIGHT:** Singapore's position at the intersection of shipping routes makes it the key trade hub for Southeast Asia

**BELOW:** David Griffiths, Malcolm Pedley, Julien Rabeux

**BOTTOM RIGHT:** Bharath R. Ganesh, Julien Rabeux, Eugene Cheng, Manali Sabnis, Kay Williams, David Griffiths, Malcolm Pedley



# Qwest

## A Maritime Risk Management Consultancy

Qwest meets ship owners' and operators' existing and emerging needs through a range of innovative marine claims, legal, and investigative solutions.

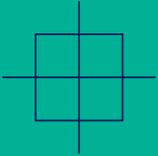
Qwest Investigation Forensics | Care

Qwest Claims and Legal Claims | Legal | Shipmanagers | Demurrage

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## WEST

### **Luxembourg**

31 Grand-Rue  
L-1661 Luxembourg  
G.D. Luxembourg  
T +352 4700671

### **UK (London)**

One Creechurch Place  
Creechurch Lane  
London EC3A 5AF  
T +44 20 7716 6000

### **Greece (Piraeus)**

Akti Miaouli 95  
1st Floor  
185 38 Piraeus  
T +30 210 4531969

### **Hong Kong**

1302 China Evergrande Centre  
38 Gloucester Road  
Wanchai, Hong Kong  
T +852 2529 5724

### **Singapore**

77 Robinson Road  
Level 15-01, Robinson 77  
Singapore 068896  
T +65 6416 4890

### **USA (New York)**

1350 Avenue of the Americas  
3rd Floor  
New York  
NY 10019  
T +1 917 733 2584

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