

Masters, stand ready



The Club's last Annual Report highlighted occurrences of collision claims in which pilot error played a contributory role. And, since then, other substantial fixed and floating object damage cases (*see photo above*) involving ships with pilots on board have further underlined that very disconcerting, but far from unique, claims experience.

Under English law, and in most jurisdictions, masters remain responsible for safe navigation when pilots are on board, even where pilotage is compulsory. As a consequence, it will usually be very difficult indeed in, for example, a dock damage case, for a shipowner to be able to avoid liability even when it can be shown that the claim resulted from misconduct by the pilot.

Against this background, and while recognising the practical difficulties and sensitivities that may arise, the recent cases are reminders of the importance of masters being ready to question pilots, in case of uncertainty or dissatisfaction over their performance. This is particularly so since reports suggest that, in more than one of the cases, although the masters were uncomfortable with the pilots' proposed manoeuvres, concerns were not raised until the casualties had become inevitable. The large claims that arose may well have been avoided had the masters intervened at an earlier stage. In other cases involving pilots, critical issues have also arisen involving the adequacy of the ship's passage planning. This topic will be addressed in the next edition of *StopLoss*.

Master and pilot acting in concert

Despite the story (*left*) and news of other casualties, the Club has also received a recent report detailing the successful response to a navigational emergency involving a ship under pilotage.

The incident in question involved a 'near miss' in which a collision between a bulk carrier and a passenger ferry in the United States was avoided only as a result of the very prompt actions taken by the master and pilot of the bulker.

The member's bulk carrier was proceeding under Mississippi pilotage when a local ferry crossed into its path. Efforts to alert the ferry proved unsuccessful.

Only the urgent measures deployed by the member's master and the pilot - emergency full-astern and dropping both anchors - ensured that a serious casualty was avoided.

The pilot's subsequent report paid tribute to the exemplary performance of the ship's bridge team. And the incident emphasises once again the need for very close co-operation and vigilance on the bridges of ships navigating in heavy traffic areas.

IN THIS ISSUE

Heavy-handed in Somaliland

Stowaways in containers

Slippery pipes in Ukraine

HBI fines warning

Insurance requirements in Japan

Of paramount importance



Heavy-handed behaviour when trading to Somaliland



The crew of a member's bulk carrier recently suffered an extremely unpleasant experience during a port call at Berbera (pictured above) in Somaliland, a self-proclaimed independent region of Somalia. The local receiver detained the ship by force following the discovery on board of wet damage to part of a bagged sugar cargo. While arrangements were made to

resolve the claim, the crew were exposed to intimidatory, heavy-handed behaviour on the part of the receiver.

Following the hazards reported in *StopLoss 28 (page 1)*, this case serves as a further warning about the dangers involved in trading to Somalia and Somaliland, where the rule of law appears to be weak.

Stowaways in containers warning

The immigration authorities in Canada have reportedly expressed concern about a potential influx of stowaways using containers being shipped from Southern China and South-East Asia to North America. The concern apparently arises out of a recent incident in which 36 stowaways were found in two forty-foot containers landed in South California. The containers

were fitted as living quarters, and included fans, as well as rope ladders and removable panels.

Immigration authorities say past experience suggests that a number of these incidents tend to occur together, and advise owners and operators trading in the relevant areas to be aware of the possibility of stowaways targeting their vessels. **(Bull, Housser & Tupper, Vancouver)**

Fines not fine

NEWS has recently reached the Club of very serious claims involving the carriage of a cargo described as 'HBI (Hot Briquetted Iron) fines'. One of the claims concerned a shipment from Venezuela while, in another, the cargo had been loaded in Trinidad.

Technical advice indicates that HBI Fines - despite the description - could more correctly be described as 'DRI (Direct Reduced Iron) fines'. And, as such, their safe carriage also requires a high level of special precautions.

It appears that the fines in question are residue generated during the processing of DRI into HBI. But since the fines are not compressed into briquettes, they remain porous, like DRI, and can consequently continue to display many of the dangerous characteristics of that cargo. In the circumstances, the advice is that caution should be exercised in relation to the possible carriage of HBI fines. And that, if accepted, such cargo should be carefully carried as possessing the properties and risks attaching to DRI. (Taylor Engineering Agencies Ltd)

● *The IMO has recently issued a circular warning of this product (MSC/Circ 1149, December 2004)*



Slippery pipes can pose problems in Ukraine ports



Reports reaching the Club suggest that the number of occupational injuries being sustained by stevedores loading pipes in bundles into ships' holds in Ukraine ports has increased significantly of late. Initially, the pipes are greased with a protective industrial lubricant and thereafter are usually stored in open areas, and thus exposed to humidity and rainfall. As a result, the pipes are very often delivered on board the vessel in a wet condition. This wetness, when combined with the lubricating oil, makes the pipes very slippery and dangerous for stevedores to handle.

Two incidents occurred recently at the port of Odessa. In one, a stevedore slipped off a four-metre-

high stack of pipes during loading, sustaining a fractured clavicle and multiple bruises. In the other, a similar accident resulted in a stevedore breaking his leg.

All precautions should be taken to prevent incidents of this nature occurring, and established safety procedures must be followed at all times. But, in the event of an accident, masters should arrange for first aid to be provided immediately, and for every assistance to be given to those administering it on board. A statement briefly describing the accident should be drawn up and given for signing to the chief stevedore or foreman without delay, and certainly during the same shift when the accident occurred.

(Dias Co Ltd, Odessa)

Clauses Paramount

P&I cover for cargo claims is based on the underlying contract of carriage providing a carrier with protection equivalent to that available under the Hague or Hague-Visby Rules. But there is one exception, where those rules are overridden and where liability is instead determined pursuant to other mandatorily applicable laws or conventions.

The need for care in this area was recently illustrated in a case seen by the Club involving owners whose usual bill of lading provided for claims to be governed by the law of their principal place of business - a Hamburg Rules jurisdiction. As a consequence, if claims had been brought under their bills, the owners would have been unable to avail themselves of any potential Hague or Hague-Visby defence. And because of the submission to a more onerous liability regime, recovery of any P&I liabilities could have been prejudiced.

On a similar note, members should remember that, in some circumstances, claims can be brought under charter parties rather than under bills of lading, although the basis for P&I cover remains the same. So, to ensure availability of Hague or Hague-Visby standards of protection, members should check, prior to fixing, that their charter party clauses incorporate suitable safeguards or include an appropriate Clause Paramount.



Insurance requirements in Japan

With effect from March 1, 2005, all oceangoing vessels, other than tankers, trading to Japan will be required to demonstrate that they have valid insurance cover for risks involving wreck removal expenses and damage caused by bunker pollution. This requirement has been introduced by the Japan Ministry of Land, Infrastructure and Transport (MLIT) following recent amendments to Japanese law on liability in respect of oil pollution damage. In order to comply with it, members should ensure that they have on board relevant, original insurance documents. In the case of London Club and other

International Group club members, the original certificate of P&I club entry will be acceptable to the Japanese authorities. Up to April 20, 2005, the MLIT will accept faxed or scanned copies of such entry certificates, or club letters confirming entry for the 2005/06 year, provided the original or a certified copy of the certificate for 2004/05 is on board the ship. Vessels will also be required, before entering Japanese ports or certain other designated areas, to report on the status of their insurance coverage. A report form should be completed and faxed to the applicable District Transport Bureau

before noon on the day prior to the vessel's entry to the port or designated sea area (this being Tokyo Bay, Isewan Bay and the Inland Sea).

Members can obtain further details about the MLIT's requirements, including the required reporting forms, by visiting the MLIT website at:

www.mlit.go.jp/english/maritime/insurance_portal3eng.html

IMO cargo updates

THE IMO Sub-committee on Dangerous Goods, Solid Cargoes and Containers (DSC) has recently issued circulars on the potential dangers involved in transportation of zinc ingots and recycled aluminium. These circulars have been prompted by the death of one seafarer, and hospitalisation of other crew, after inhalation of fumes from a zinc cargo, and by an explosion which took place on board a ship carrying recycled aluminium. (www.imo.org)

Singapore accedes to '76 limitation convention

SINGAPORE has registered its intention to accede to the International Convention on Limitation of Liability for Maritime Claims 1976. The intention was lodged with the IMO and the accession will be effective from May 1, 2005. (Spica, Singapore).

Towards the end of last year, Bilbroughs provided the facilities for the International Maritime Industries Forum (IMIF) to hold a talk on the subject of 'Marine Insurance Claims - Where Have We Got To?' The guest speaker was David Taylor, Special Adviser to the International Underwriting Association. The photograph shows, left to right, Jim Davis, Chairman of IMIF, David Taylor, and Paul Hinton, Chief Executive of Bilbroughs.



PUBLISHED

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