



SPECIALIST  
PROFESSIONAL  
INDEMNITY  
INSURANCE

# FONASBA 2017

Andrew Jamieson

ITIC  
IS MANAGED  
BY **THOMAS  
MILLER**



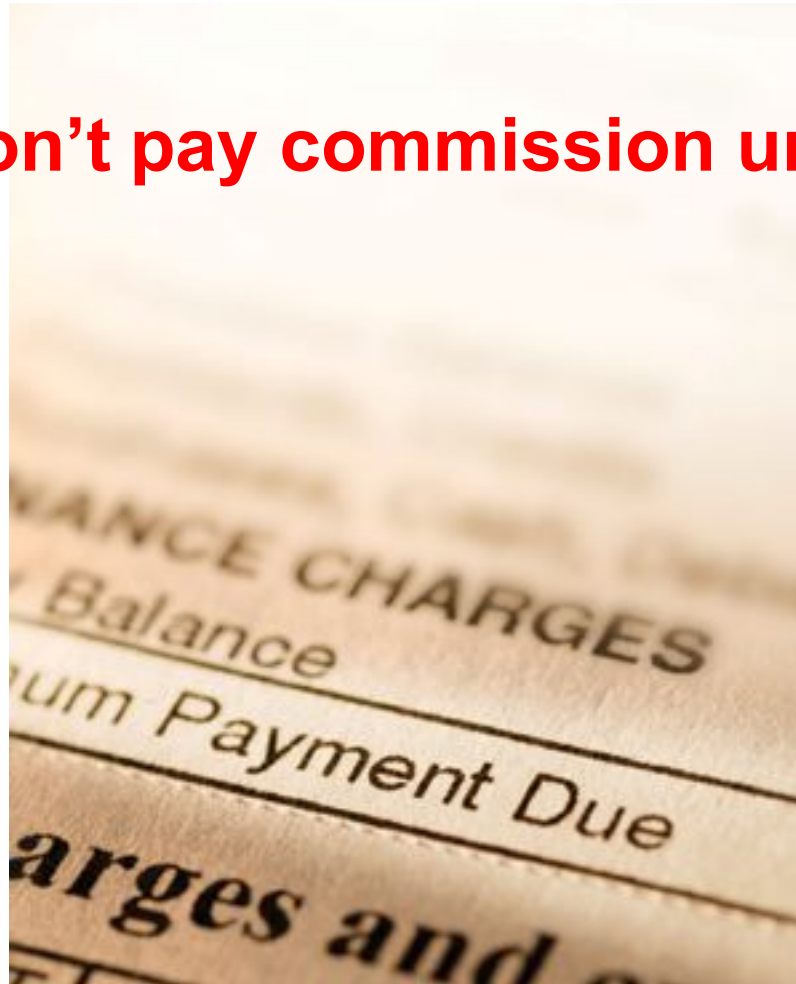
## Number of debt collections - up 10%



# Bankruptcies

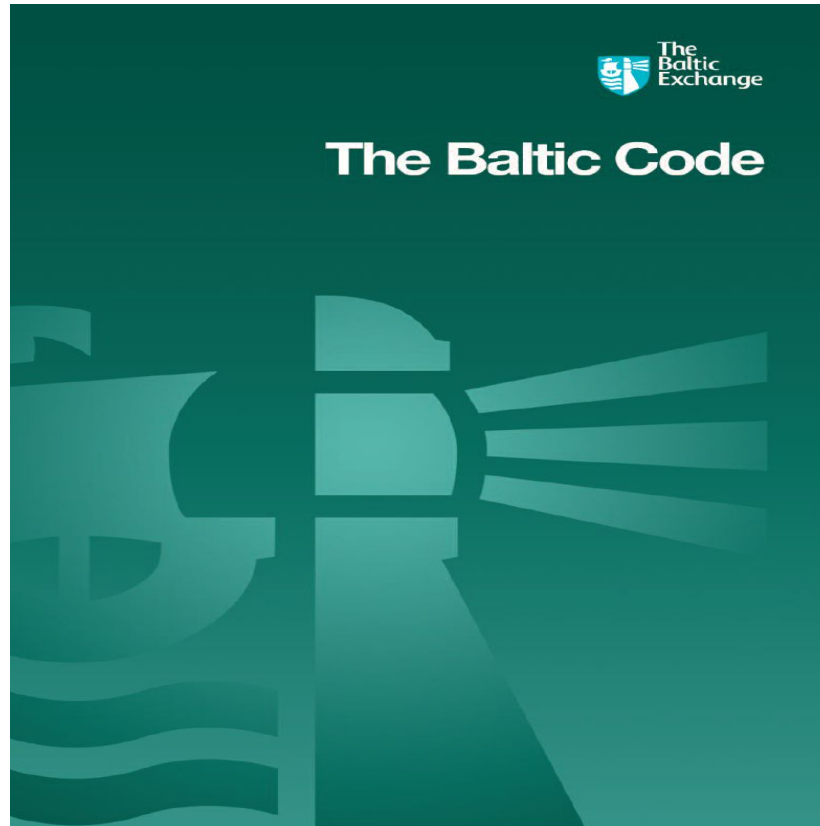


**Owners won't pay commission until "file closure"**



# The Legal Position

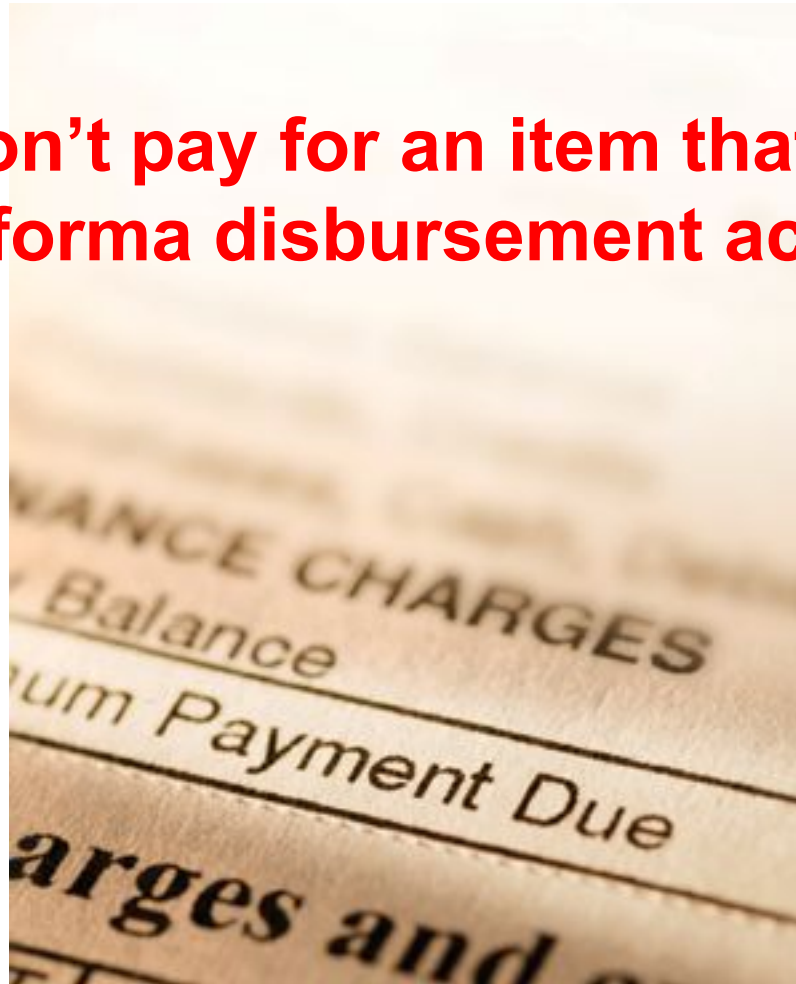






**Unethical**

**Withholding payment of undisputed sums, including commission to brokers, on any earnings received is unacceptable.**

**Owners won't pay for an item that was not on the proforma disbursement account**



Wish they had used.....

  <b>AGENCY APPOINTMENT AGREEMENT</b> <b>PART I</b>	
1. Date of Agreement	
2. Agent (full style and address)	3. Principal (full style and address)
FONASBA Quality Standard Certification <input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Vessel Name: IMO number:	5. Port(s) of call
6. Estimated time of arrival	7. Purpose of call
8. Services (tick the boxes to apply) (Clause 3) <input type="checkbox"/> Inward Clearance of Vessel <input type="checkbox"/> Outward Clearance of Vessel <input type="checkbox"/> Cargo Operations <input type="checkbox"/> Husbandry <input type="checkbox"/> Other (specify)	9. Agent's bank details Currency: Bank: Address: Account Number: Account Name: IBAN: BIC/SWIFT code:
10. Remuneration (See Annex A)	11. Funding (See Annex B)
12. Agent contact details	13. Principal contact details
14. Dispute Resolution (Clause 18 BIMCO Dispute Resolution Clause state (a), (b), (c), or (d); if (c) agreed state Singapore or English law; if (d) agreed, governing law and place of arbitration must be stated)	
15. Additional Clauses, if any	
It is mutually agreed that this Agreement shall be performed subject to the conditions contained herein consisting of Part I, Part II and Annexes A and B. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II and Annexes A and B to the extent of such conflict but no further.	
Signature and Company Stamp (Agent)	Signature and Company Stamp (Principal)



## Assumption is the mother of many mistakes



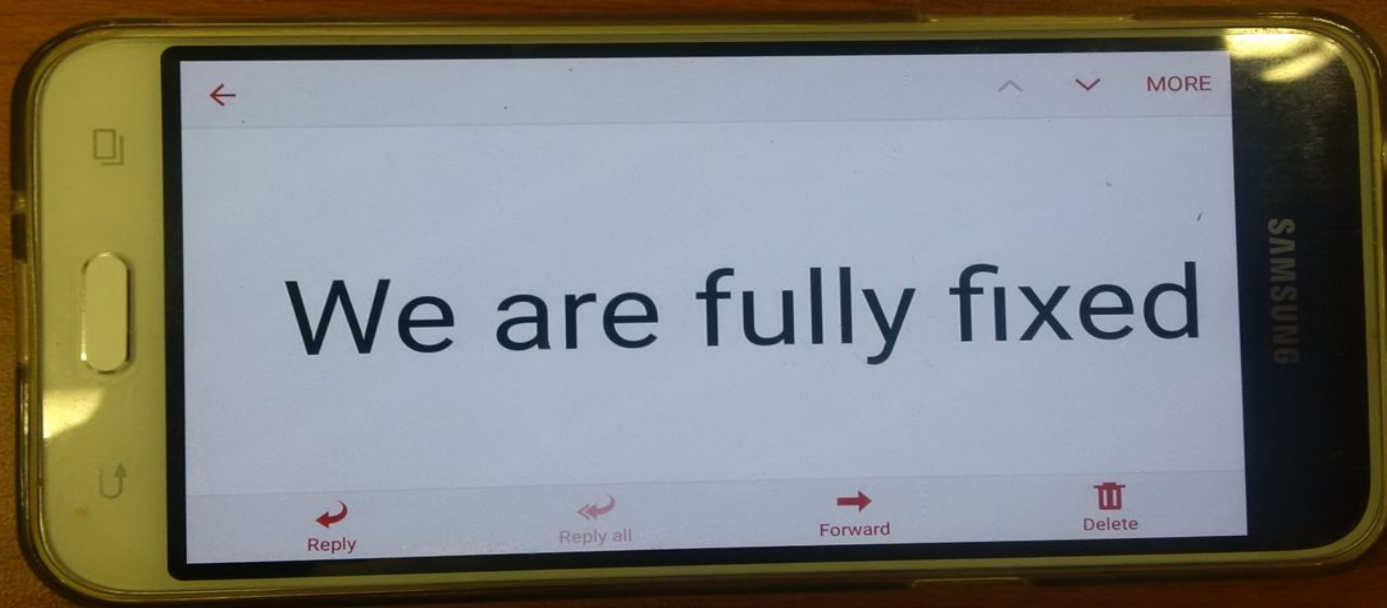
**With friends like mine,  
who needs enemies**





Get it in writing

# A written record





**Long recaps**



**Out of time?**



**See additional clause on page 5**

Check everything



We've also had.....



...the usual slip ups

## Claims Review



### Turkish trouble

The Turkish office of an international agency group was appointed to handle a ship's call at their local port. The owner was an existing customer of the group but had not called at that Turkish port before. Turkish regulations prohibit any vessel directly or indirectly related to the Republic of Cyprus from calling at Turkish ports.

In the agent's pre arrival messages to both owners and charterers they mentioned that anything linking the vessel to Cyprus could lead to the ship not being allowed to berth.

In spite of the agent's express warning to their principal a document was sent to the agent showing the address of the Panamanian registered owning company as being c/o a company in Cyprus. The agent failed to notice the address and the documentation was forwarded to the authorities. The vessel was not allowed to berth. The agent's position was that the owners were warned about the embargo of all things Cypriot, and failed to take the necessary action. The owner claimed the agent should have carefully reviewed the document.

The owner deducted their alleged losses from other sums due to the agency group. Ultimately the owner told the agent that they would accept 50% responsibility. This still left the agency group with a shortfall of US\$50,000 which was reimbursed by ITIC.

Being sent to you  
to share with your  
members.



SPECIALIST  
PROFESSIONAL  
INDEMNITY  
INSURANCE

# Thank you

Any questions?

**[itic@thomasmiller.com](mailto:itic@thomasmiller.com)**



**[@ITICLondon](https://twitter.com/ITICLondon)**



**[www.itic-insure.com](http://www.itic-insure.com)**