

SPECIFIC QUESTIONNAIRE

TRANSPORT INTERMEDIARIES

A. NAME & ADDRESS APPLICANT

B. SERVICES TO BE INSURED

SHIP AGENCY

SHIP & CHARTER BROKER

SHIP MANAGER

For each box you tick, the corresponding section below must be duly

completed. You can disregard all other sections.

IMPORTANT

This questionnaire is to be duly completed and signed by the insured. In the event insurance is effected, this questionnaire will form part of the policy and cover is subject to the original signed questionnaire being received by the Company within 30 days from inception, failing which, the insurer reserves the right to cancel the policy subject to giving notice in writing of not less than 14 days.

Any changes during the policy period in the nature of the insured's operations, which materially changes or alters in any way the information provided in this questionnaire, must immediately be advised to the Company, failing which, the validity of the policy may be affected.

NAME, POSITION & SIGNATURE

DATE

C. SHIP AGENT		
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- C.1. PLEASE ADVISE ANNUAL FEES AND COMMISSIONS AS SHIP AGENT (EXCLUDING DISBURSEMENTS PAID BY PRINCIPALS):
- C.2. PLEASE INDICATE AS A PERCENTAGE OF YOUR ANNUAL FEES AND COMMISSIONS THE ACTIVITIES FOR WHICH YOU ACT AS:

LINE AGENT

% PORT AGENT (TRAMP)

%

- C.3. PLEASE ADVISE NUMBER OF SHIP AGENCY STAFF:
- C.4. IN RESPECT OF YOUR ACTIVITIES AS LINE AGENT, DO YOU TRADE UNDER AGENCY CONTRACTS AND/OR STANDARD TRADING CONDITIONS?

Í YES Í NO

IF YES, PLEASE PROVIDE COPY.

C.5. IN RESPECT OF YOUR ACTIVITIES AS PORT AGENT, DO YOU TRADE UNDER STANDARD TRADING CONDITIONS?

Í YES Í NO

IF YES, PLEASE PROVIDE COPY.

- C.6. PLEASE BRIEFLY DESCRIBE YOUR COMPANY POLICY REGARDING ACCEPTANCE OF LETTERS OF INDEMNITY AND/OR GUARANTEES IN RESPECT OF:
 - CLAUSING BILLS OF LADING (QUALITY, QUANTITY, ETC.):
 - DATING BILLS OF LADING:
 - PORTS OF TRANSHIPMENT:
 - DELIVERY OF CARGO WITHOUT PRESENTATION OF ORIGINAL BILL OF LADING:

PLEASE NOTE THAT NO COVER IS PROVIDED FOR COMPANIES WHO KNOWINGLY PARTICIPATE IN A FRAUD OR WHO KNOWINGLY RELEASE CARGO WITHOUT PRESENTATION OF THE ORIGINAL BILL OF LADING!

C.7. DOES YOUR COMPANY HAVE A STANDARD POLICY TO CHECK THE FINANCIAL STATUS OF ALL PRINCIPALS AND/OR TO OBTAIN SUFFICIENT FUNDS IN ADVANCE TO COVER THE ANTICIPATED COSTS AND DISBURSEMENTS FOR THE RELEVANT CALL?

Í YES Í NO

IF YES, PLEASE SPECIFY MOST IMPORTANT FEATURES OF SUCH POLICY:

IF NO, HAVE YOU HAD ANY PROBLEMS IN THE PAST COLLECTING DISBURSEMENTS FROM PRINCIPALS?

C.8. DO YOU SOMETIMES ACT AS FREIGHT FORWARDER OR FORWARDING AGENT?

Í YES Í NO

IF YES, PLEASE COMPLETE THE RELEVANT FREIGHT FORWARDING QUESTIONNAIRE.

C.9. PLEASE ATTACH FULL CLAIMS HISTORY OF PAID AND OUTSTANDING CLAIMS INCL. LEGAL FEES FOR THE PAST 5 YEARS. FIGURES MUST BE SHOWN NET OF DEDUCTIBLE AND MENTION APPLICABLE DEDUCTIBLE FOR EACH YEAR.

D. SHIP AND/OR CHARTER BROKER

D.1. PLEASE ADVISE ANNUAL FEES AND COMMISSIONS AS SHIP BROKER BROKEN DOWN BETWEEN:

CHARTERING : OTHER : SALE & PURCHASE : (PLEASE SPECIFY)

D.2. PLEASE INDICATE AS A PERCENTAGE OF YOUR ANNUAL FEES AND COMMISSIONS, THE MARKETS IN WHICH YOU OPERATE:

BULK MARKET % SALVAGE MARKET %
GENERAL CARGO MARKET % OFF-SHORE MARKET %
TANKER MARKET % OTHER %

DEMOLITION MARKET % PLEASE SPECIFY:

D.3. PLEASE ADVISE NUMBER OF BROKING STAFF:

D.4. IN RESPECT OF YOUR ACTIVITIES AS CHARTER BROKER, DO YOU TRADE UNDER CONTRACTS AND/OR STANDARD TRADING CONDITIONS?

ÍYES ÍNO

IF YES, PLEASE PROVIDE COPY.

D.5. IN RESPECT OF YOUR ACTIVITIES AS SALE & PURCHASE BROKER, DO YOU TRADE UNDER CONTRACTS AND/OR STANDARD TRADING CONDITIONS ?

ÍYES ÍNO

IF YES, PLEASE PROVIDE COPY.

D.6. DOES YOUR COMPANY HAVE A STANDARD POLICY TO CHECK THE FINANCIAL STATUS OF ALL PRINCIPALS?

Í YES Í NO

IF YES, PLEASE SPECIFY MOST IMPORTANT FEATURES OF SUCH POLICY:

IF NO, HAVE YOU HAD ANY PROBLEMS IN THE PAST COLLECTING COMMISSIONS FROM PRINCIPALS?

D.7. DOES THE COMPANY PROVIDE SERVICES SUCH AS:

A. BUNKER BROKING:

YES NO - IF YES:

- DO YOU PROVIDE SUCH SERVICES ALSO IN THE USA? YES NO
- DO YOU PROVIDE SUCH SERVICES AS AGENT ONLY? ن YES الله NO

B. SHIP VALUATION:

YES ف YES:

- PLEASE PROVIDE COPY OF THE STANDARD VALUATION DOCUMENT.
- DO YOU PROVIDE VALUATIONS FOR INCLUSION INTO A FINANCIAL OFFER DOCUMENT? ن YES ن NO
- DO YOU MAINTAIN RECORDS AS TO THE BASIS OF THE VALUATION? 😅 YES 💆 NO

C. BIFFEX BROKING OR THE LIKE:

NO ف YES ف

D.8. PLEASE ATTACH FULL CLAIMS HISTORY OF PAID AND OUTSTANDING CLAIMS INCL.

LEGAL FEES FOR THE PAST 5 YEARS. FIGURES MUST BE SHOWN NET OF DEDUCTIBLE AND

MENTION APPLICABLE DEDUCTIBLE FOR EACH YEAR.

E. SHIP AND/OR CREW MANAGER

E.1. PLEASE ADVISE ANNUAL FEES AND COMMISSIONS AS SHIP MANAGER (EXCLUDING DISBURSEMENTS PAID BY PRINCIPALS):

E.2. PLEASE INDICATE AS A PERCENTAGE OF YOUR ANNUAL FEES AND COMMISSIONS THE ACTIVITIES FOR WHICH YOU ACT AS:

SHIP MANAGER % CREW MANAGER %

E.3. PLEASE ADVISE NUMBER OF SHIP MANAGEMENT STAFF:

E.4. IN RESPECT OF YOUR ACTIVITIES AS SHIP MANAGER, DO YOU TRADE UNDER MANAGEMENT CONTRACTS AND/OR STANDARD TRADING CONDITIONS?

NO ف YES ف

IF YES, PLEASE PROVIDE COPY.

E.5. IN RESPECT OF YOUR ACTIVITIES AS CREW MANAGER, DO YOU TRADE UNDER MANAGEMENT CONTRACTS AND/OR STANDARD TRADING CONDITIONS?

NO ف YES ف

IF YES, PLEASE PROVIDE COPY.

E.6. DOES YOUR COMPANY HAVE ANY FINANCIAL INTEREST IN THE SHIPS UNDER MANAGEMENT?

YES ن NO. IF YES, PLEASE CLARIFY:

DO THE OWNERS OF ANY SHIPS YOUR COMPANY MANAGES HAVE ANY FINANCIAL INTEREST IN YOUR COMPANY?

YES ن NO. IF YES, PLEASE CLARIFY:

E.7. PLEASE INDICATE WHICH OF THE FOLLOWING SERVICES YOUR COMPANY PROVIDES:

TECHNICAL

VESSEL SUPERINTENDENCY	YES / NO
ARRANGING REPAIRS/DRY DOCKING	YES / NO
OBTAINING CLASS AND FLAG APPROVALS	YES / NO
ARRANGING SPARES, STORES AND VICTUALLING	YES / NO
PLANNING MAINTENANCE	YES / NO
APPOINTING SURVEYORS	YES / NO

CREWING

ARRANGING FOR THE EMPLOYMENT OF CREW "AS AGENTS FOR" THE OWNER	YES / NO
ARRANGING CREW TRAVEL	YES / NO
ARRANGING CREW NATIONAL INSURANCE REQUIREMENTS	YES / NO
ENSURING ITF ACCEPTABILITY OF CREW	YES / NO
NEGOTIATING WITH UNIONS	YES / NO
SUPPLYING CREWS EMPLOYED IN THE COMPANY'S OWN NAME	YES / NO

(THE COMPANY WILL \underline{NOT} BE INSURED FOR CLAIMS BY CREW MEMBERS OR THEIR DEPENDANTS AND RELATIVES UNDER CREW EMPLOYMENT CONTRACTS)

OPERATIONS

ISSUING "INSTRUCTIONS TO MASTERS" YES /	NO
APPOINTING AND FUNDING AGENTS YES /	NO
ISSUING BILLS OF LADING YES /	NO
LIASING WITH CHARTERERS YES /	NO
ARRANGING AND CONFIRMING BUNKER STEMS YES /	NO
DOES THE COMPANY RE-INVOICE THE OWNER FOR GOODS /SERVICES SUPPLIED YES	NO NO

(RE-INVOICING USUALLY RESULTS IN THE COMPANY BECOMING THE PRINCIPAL AND THEREFORE DIRECTLY RESPONSIBLE, FOR EXAMPLE THE QUALITY OF BUNKERS SUPPLIED. THE COMPANY WILL NOT BE INSURED IF IT CONTRACTS AS A PRINCIPAL)

ACCOUNTING

SHIP DISBURSEMENTS	YES / NO
VOYAGE ACCOUNTING	YES / NO
COLLECTION OF BILL OF LADING FREIGHTS CHARTER PARTY	YES / NO
COLLECTION OF VOYAGE FREIGHT/HIRE	YES / NO
ARRANGING PAYMENT OF BAREBOAT OR TIME CHARTER HIRE	YES / NO

SHIP BROKING

ARRANGING CHARTER PARTIES OR CONTRACTS OF AFFREIGHTMENT	YES / NO
CANVASSING FOR CARGOES	YES / NO

INSURANCE

DOES THE COMPANY PLACE THE SHIPS' INSURANCES?	YES / NO
HULL	YES / NO
P & I	YES / NO
WAR	YES / NO
STRIKES	YES / NO
LOSS OF HIRE	YES / NO
OTHER	YES / NO

DOES THE COMPANY SUB-CONTRAC	T THE PLACING OF INSURANCE ON THE
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SHIPS UNDER THE COMPANY'S MANAGEMENT	YES / NO
IS THE COMPANY CO-INSURED ON THE OWNERS' INSURANCE POLICIES?	YES / NO
IF NOT CO-INSURED, DO UNDERWRITERS WAIVE THEIR RIGHTS OF RECOURSE	
AGAINST THE COMPANY?	YES / NO
DOES THE COMPANY HANDLE INSURANCE CLAIMS AGAINST E.G. STEVEDORES	?YES / NO
ARE THE SHIPS WHICH THE COMPANY MANAGES INSURED BY P & I CLUBS	

IN THE INTERNATIONAL GROUP? YES / NO

IF NOT, WHERE IS THEIR P & I INSURANCE PLACED?

E.8. PLEASE ATTACH FULL CLAIMS HISTORY OF PAID AND OUTSTANDING CLAIMS INCL.

LEGAL FEES FOR THE PAST 5 YEARS. FIGURES MUST BE SHOWN NET OF DEDUCTIBLE AND MENTION APPLICABLE DEDUCTIBLE FOR EACH YEAR.

NOTES

THE INSURANCE COVER OFFERED TO SHIP MANAGERS IS BASED ON THE PREMISE THAT THE SHIP MANAGER CARRIES OUT HIS FUNCTIONS UNDER THE SHIP MANAGEMENT CONTRACT "AS AGENT FOR" HIS SHIPOWNER PRINCIPAL. A TYPICAL SHIP MANAGEMENT CONTRACT WILL THEREFORE INCLUDE A "RATIFICATION AND AGENCY CLAUSE".

INSURANCE WILL ONLY BE OFFERED WHEN THE SHIP MANAGEMENT CONTRACT CONTAINS AN APPROPRIATE CLAUSE RESTRICTING OR LIMITING THE SHIP MANAGER'S LIABILITY. AN EXAMPLE OF AN ACCEPTABLE CLAUSE IS THAT CONTAINED IN THE BIMCO "SHIPMAN 98" CONTRACT.

THE TERM "SHIP MANAGEMENT" COVERS A WIDE RANGE OF ACTIVITIES RANGING FROM CONSULTANCY TO THE PERFORMING OF ALL THE FUNCTIONS OF A SHIPOWNER. HOWEVER UNLESS SPECIFICALLY DECLARED AND AGREED BY T.M.E., ONLY THOSE ACTIVITIES PERFORMED UNDER A SPECIFIC SHIP MANAGEMENT CONTRACT WILL BE INSURED. WE HAVE LISTED ABOVE THE MAJORITY OF ACTIVITIES UNDERTAKEN BY SHIP MANAGERS AND WOULD ASK YOU TO INDICATE WHICH ACTIVITIES ARE UNDERTAKEN BY YOUR COMPANY.