



SPECIALIST
PROFESSIONAL
INDEMNITY
INSURANCE



ASG/ITIC SURVEYORS INDEMNITY

Notes

Where a Surveyor has to go on board a vessel to carry out an inspection or a survey, the Ship Owners (or Demise Charterers or Time Charterers or Insurers or Salvors in occupation of the casualty) may only allow access to the vessel in exchange for a letter of indemnity.

ASG/ITIC 10 is an outline wording for such circumstances.

ASG/ITIC 10 provides for two alternative regimes, [A] or [B]. The wording is designed to be effective when no option is selected at the material time, as it may not be clear, or agreed, if the vessel is a “casualty” or not.

ASG 10/A presumes that the vessel is unsafe to board. The vessel can be unsafe to board for one or more of the following reasons:

1. She is a casualty (whether as a consequence of a collision, stranding, explosion, fire or otherwise);
2. Although not a casualty, she is in a state of distress, disrepair or duress such that safe access cannot be granted in the circumstances;
3. Although not a casualty, her (whole or part) cargo is damaged or off-specs to the point that the cargo is or may become dangerous; or
4. Although not a casualty, at the sole discretion of the master, she cannot be boarded safely in the circumstances.

ASG 10/B governs any other situation.

ASG SURVEYORS' INDEMNITY

WHEREAS we [insert name of survey firm/experts], (hereafter the "Surveyor") have been requested by [insert the name of the party requesting access] to board the [ship's name] (hereafter the "Vessel") to carry out [insert the purpose of the inspection] (hereinafter the "Survey"); and

[A] The Vessel is unsafe and unfit to access or to undergo an inspection of her hull, machinery, equipment, fittings and cargo(es). We acknowledge that her Owners and/or Salvors cannot warrant the safe boarding and/or the continued safety of the Surveyor whilst on the Vessel for the purpose of the Survey;

IN CONSIDERATION of our receiving your permission to board the Vessel, the undersigned hereby undertakes to hold harmless and indemnify the Owners and/or Salvors (and any subsidiary or holding company of either of them, their co- or sub-contractors, servants or agents) in respect of any and all claims against them arising from any injury, death, loss or damage suffered by the undersigned or any loss or damage to the property of the undersigned arising as a result, direct or indirect, of the Survey, except to the extent that such injury, death, loss or damage has been caused by or contributed to by the causative negligence, recklessness or wilful default of the Owners, Salvors, Master or crew:

Alternatively;

[B] The Vessel is, to the best of the Master's and/or Owners' knowledge, safe to be boarded by and accommodate a suitably trained, equipped and experienced professional for the purpose of undertaking the Survey. Access to the Vessel requires reasonable care and attention and should only be done in compliance with any applicable safety rules and regulations.

IN CONSIDERATION of our receiving from you permission to board the Vessel, the undersigned hereby undertakes to perform the Survey in compliance with the applicable safety rules and regulations and with the exercise of the appropriate level of professional diligence to be expected from a reasonable surveyor. The undersigned hereby waives any and all rights against the Owners (and, as the case may be, any subsidiary or holding company, and any of its co- or sub-contractors, servants or agents) in respect of any and all claims against them arising from any injury, death, loss or damage suffered by the undersigned or any loss or damage to the property of the undersigned arising as a result, direct or indirect, of the Survey insofar as such injury, death, loss or damage is not caused by or contributed to by the Owners (and/or their subsidiaries, holding companies sub-contractors, servants and/or agents): (a) failure to comply with any applicable health and safety laws or regulations, (b) negligence (c) wilful default and/or (d) recklessness.

If any claim is made by a third party against either the Undersigned or the Owners (and/or their subsidiaries, servants, agents and sub-contractors), such claim will lie with the party at fault.

If any part hereof is held to be invalid, illegal or unenforceable, every other part shall remain in full force and effect.

This indemnity is subject to and governed by English law.

Any dispute arising out of, or in connection with, this Indemnity (including but not limited to whether Part A or Part B applies will be subject to the exclusive jurisdiction of the High Court in London.

Signed.....

For [insert name of survey firm/experts]

Dated