MLA Committee On Marine Insurance and General Average
NEWSLETTER

FALL 2024 | Committee Chair: Pamela A. Palmer, Los Angeles CA | Editor: Kevin Albertson, New York, NY

In this Issue:

Welcome to the Fall 2024 Newsletter for our Committee! First, I would like to thank Julia Moore for her time, effort and dedication to this committee and newsletter for the past few years. The Committee has a new slate and with that some additional sections to our newsletter. We have a comprehensive update from the AIMU President, John Miklus. We also will have a new section, headed by Noe Hamra of Blank Rome LLP, highlighting arbitration coverage decisions (when applicable) and anything notable in the space. This newsletter follows the second publishing of a comprehensive treatise on SMA arbitrations, "Navigating Maritime Arbitrations: The Experts Speak." More below on that. Of note in our Caselaw Update are the lower court decisions following the Supreme Court's Raider's decision, as well as a few other interesting but usual topics!

-Kevin Albertson

Report from the American Institute of Marine Underwriters

Thank you to Chair Pamela Palmer for inviting me to provide this written AIMU update and my apologies for not being in New Orleans for the fall meeting.

Legal Developments

Needless to say, it has been an eventful year in terms of major Marine insurance cases "making waves". I would be remiss if I did not start with the U.S. Supreme Court written opinion released on February 21st.

GREAT LAKES INSURANCE SE v. RAIDERS RETREAT REALTY CO.

The February 2024 decision was discussed extensively at the MLA spring meeting in New York City this past May. The 9-0 unanimous verdict was a resounding win for marine insurers. The Supreme Court ruled that an insurer's choice of law clause in a marine insurance policy is presumptively enforceable and cannot be disregarded due to another state's own public policy. The ruling adheres to the principles of uniformity and certainty in maritime law.

Of note, Great Lakes Insurance was represented by an AIMU member law firm, The Goldman Maritime Law Group, who successfully filed a petition for a writ of certiorari to the U.S. Supreme Court to get this case heard on appeal from the Third Circuit. Further, AIMU member law firm, Wiggin and Dana, authored an amicus

brief on behalf of AIMU in support of the Great Lakes Insurance argument. The International Group of P&I Clubs, represented by Blank Rome, joined in the amicus brief.

In the Court's unanimous opinion written by Justice Kavanaugh, the AIMU amicus brief was cited not once but twice. Specifically, the opinion notes that "choice-of-law provisions … enable marine insurers to better assess risk, see Brief for American Institute of Marine Underwriters et al. *Amicus Curiae* 12-13. Choice-of law-provisions therefore can lower the price and expand the availability of marine insurance."

And later in the opinion, the Court validated the choice of New York law in the contract, noting "that maritime actors may sometime choose the law of a specific jurisdiction because, for example, that jurisdiction's law is 'well developed, well known, and well regarded,' Brief for American Institute of Marine Underwriters et al. as *Amici Curiae* 17."

As a result of this decision, insurers are making sure to include a Choice of Law provision in marine insurance policies, if not already in their contracts.

"DALI" ALLISION WITH THE FRANCIS SCOTT KEY BRIDGE IN BALTIMORE

Arguably among the highest profile incidents that I can recall alongside "Exxon Valdez" and "Deepwater Horizon" in terms of the potential insurance claims impact. Looking back to the first week following the casualty, I have never experienced such a media frenzy with interviews with reporters from NY Times, CNN, WSJ, Baltimore Sun, AP, and more – plus other approaches that I declined.

Other than trying to get me to speculate on the quantum of the loss, the line of questioning was all about the Limitation of Liability Act of 1851. From there, some of the reporters pivoted towards the concept of General Average – not a simple marine insurance provision to explain to reporters.

Again, this incident was discussed extensively at the spring meeting and expect it will continue to be discussed at the fall meeting. A flurry of suits were filed in late September as the 6-month filing deadline by the Court approached, including by the U.S., State of Maryland, City of Baltimore, and families of the bridge construction workers who lost their lives. The court's eventual ruling on vessel owner's limitation of liability will be anxiously awaited. The long-standing precedent of Robins Dry Dock also will be of great interest in terms of claims filed by parties who did not suffer direct physical loss or damage. The total insurance claim clearly has the potential to be the largest claim ever to the marine insurance market, with the burden falling on the International Group of P&I Clubs and its extensive reinsurance cover.

UNITED STATES and DEPARTMENT OF NATURAL RESOURCES OF THE COMMONWEALTH OF PUERTO RICO V. ERNST JACOB GMBH & CO. KG and SHIPOWNERS INSURANCE & GUARANTY CO., LTD.

More recently, AIMU was approached for an amicus brief on appeal to the First U.S. District Court in the case of *U.S. v. Ernst Jacob GMBH & Co. KG and Shipowners Insurance & Guaranty Co (SIGCO) v Margara Shipping Ltd. and Steamship Mutual Underwriting Association Ltd*.

In February 2024, AIMU received a request to file an amicus brief on behalf of SIGCO in a case now on appeal to the First Circuit from a decision of the USDC in Puerto Rico, titled *U.S. v. Ernst Jacob GMBH & Co. KG and Shipowners Insurance & Guaranty Co (SIGCO) v Margara Shipping Ltd. and Steamship Mutual Underwriting Association Ltd*. SIGCO is represented by Moseley, Prichard, Parrish, Knight & Jones and Squire Patton Boggs. Montgomery McCracken represents the shipowner and operator which are insured by the Norwegian Hull Club, who are co-defendants in the case brought by the US Government, seeking damages for alleged natural-resource damage caused when the vessel grounded on a soft coral bottom in 2006.

In brief summary, the Judge in the lower court decision concluded that OPA substantial threat liability can be imposed on a responsible party by a local duty officer without having the case adjudicated with a full evidentiary hearing in a court of law. The vessel not only spilled no oil but the grounding it suffered was minor with virtually no risk of spilling oil, much less a substantial risk. The minor grounding lasted about 24 hours. The retired duty officer made no contemporary written finding of substantial threat and only recollected that he believed there was a substantial threat 17 years later even though the contemporaneous evidence proves otherwise.

Appellants SIGCO and the shipowner believe that the finding of OPA liability in this manner was wrong and if allowed to stand would create a dire situation for all owners, operators and their insurers, who mostly foot the bill for OPA liability.

Accordingly, AIMU agreed to file an amicus brief in support of Appellants. Briefing is now complete, and the parties are awaiting a date for oral argument from the court.

Education

AIMU continues to offer an extensive program of education to the industry – classes (in-person and remote attendance), webinars, and seminars – all open to members and non-members. A complete list of the offerings is available on our website under the "Education" tab: https://www.aimu.org/edprograms.html. I would highly

recommend these courses for paralegals and new hires who want to learn basics of coverage in marine insurance policies!

IUMI Activities

As I have mentioned in the past, AIMU is a member of IUMI (International Union of Marine Insurance) in the same way that the MLA is a member of CMI. IUMI has over 40 national association members and last month held their annual conference in Berlin – celebrating the 150th anniversary of IUMI's founding with a record number of attendees. I highly recommend the website: www.iumi.com. IUMI regularly presents webinars and podcasts that are free of charge. Also, I would note the work of their Policy Forum and publication of a Policy Agenda, as well as the work of the Legal and Liability Committee. Many of the topics covered are of interest and compliment work being done by CMI.

Strategic Planning Initiative

Having celebrated our 125th anniversary last year, the officers and board of directors of AIMU engaged in an off-site strategic planning meeting this past March to plan for and position AIMU for the future. More to follow…

Membership In AIMU

A "no sales pressure" reminder that maritime law firms are eligible to be associate members of AIMU. We currently have nearly 70 associate members, with 15 of them being maritime law firms. We would welcome more of you! Here is a link to the Join AIMU page: https://www.aimu.org/membership/join-us.html

Finally and on a personal note, I am grateful for the strong bond that has developed between the MLA and AIMU, and I appreciate being included as an adjunct member of the MLA over the past 10+ years.

Respectfully Submitted,

John A. Miklus
President
American Institute of Marine Underwriters

~~RECENT CASES OF INTEREST~~

- **Mere Potential For Injunction to Remove Stranded Barge Under Louisiana Possessory Action Triggered P&I Wreck Removal Coverage**. *Wapiti Energy, L.L.C. v. Clear Spring Prop. & Cas. Co.*, 106 F.4th 420 (5th Cir. 2024) – William Fennell, Giuliano McDonnell & Perrone LLP

The opinion in *Wapiti Energy, L.L.C. v. Clear Spring Property & Casualty Co.*, 106 F.4th 420 (5th Cir. 2024), creates a deeper division between the Fifth and Second Circuits' interpretations of the commonly embedded wreck removal coverage in protection and indemnity policies. In general terms, the coverage obligates the insurer to indemnify the vessel owner-insured's wreck removal expenses when the removal is "compulsory by law." Here, the Fifth Circuit further defined the contours of the "compulsory by law" condition and held that the potential for a Louisiana possessory action by a third-party upon whose property a barge stranded triggered coverage without a direct order from a governmental body, criminal sanctions, or even the commencement of a possessory action by the property owner.

The insured's barge broke free during a hurricane and ran aground in a marshland owned by a third-party. The barge was undamaged and the insured undertook to salvage the oil aboard and refloat the barge. At that time, the marshland owner was content with the insured simply keeping the marshland owner apprised to the insured's efforts. The insured sought insurance coverage for its salvage, refloating, and related costs, which the insurer denied on the basis that the removal of the barge was not compulsory by law. The district court agreed.

The Fifth Circuit synthesized from its prior cases its formulation of the triggering condition and distinguished its interpretation from that of the Second Circuit. According to the Fifth Circuit, removal of a wreck is compulsory by law when: "(1) criminal sanctions would be imposed for failure to remove; (2) a government order mandates removal; or (3) a cost-benefit analysis conducted by a fully informed, reasonable owner at the time of the incident demonstrates that the amount and likelihood of liability imposed by a failure to remove mandates removal of the wreck." Under the cost-benefit analysis, removal is compulsory where (1) the probability of incurring liability is sufficiently high, and (2) the amount of potential liability for inaction justifies the costs imposed by proactively removing the wrecked vessel.

As an initial matter, the Fifth Circuit held that state law, and in particular the Louisiana possessory action, supplements the universe of theories of liability that may compel a reasonable vessel owner to remove a wreck. Next, the court found that the insured knew that the barge was stranded on the marshland owner's property and, therefore, the insured faced a high probability of having to comply with an injunction mandating the removal of the barge from the marshland. The court analogized the hypothesized injunction to "a court order not materially

different from the types of government mandates [the court] found to be sufficient — but not necessary — to satisfy the 'compulsory by law' standard." Accordingly, the Fifth Circuit reversed and remanded.

- **"Reasonable basis" required to enforce choice-of-law clause in marine insurance policy, not substantial relationship standard**. *Accelerant Specialty Ins. Co. v. Z & G Boat*, No. 8:23-cv-2148-KKM-CPT, 2024 U.S. Dist. LEXIS 103283 (M.D. Fla. June 11, 2024) - William Fennell, Giuliano McDonnell & Perrone LLP

In one of the earliest choice-of-law opinions following the Supreme Court's decision last term in *Great Lakes Insurance SE v. Raiders Retreat Realty Co.*, 601 U.S. 65, 144 S. Ct. 637 (2024), the district court in *Accelerant Specialty Ins. Co. v. Z & G Boat* rejected the insured's argument that the choice-of-law clause in the subject insurance policy was unenforceable because the parties lacked a "substantial relationship" to the jurisdiction of the chosen law (i.e., New York). The insurer commenced a declaratory judgment action, in admiralty, for a determination that its liability-only commercial yacht insurance policy did not cover the insured's liabilities for a boating accident involving the insured's customer. The insured counterclaimed for, *inter alia*, breach of the insurance policy, a jury trial, and attorney's fees under Florida law. The insurer moved to strike the insured's request for attorney's fees under Florida law because of the New York choice-of-law clause in the policy. The insured argued that the choice-of-law clause was unenforceable because the clause fell within an exception recognized in *Raiders Retreat*.

The Supreme Court recognized two narrow exceptions in *Raiders Retreat* to the general rule that choice-of-law provisions in maritime contracts are presumptively enforceable, one of which is "when parties can furnish *no reasonable basis* for the chosen jurisdiction." *Great Lakes Ins. SE*, 601 U.S. at 76, 144 S. Ct. at 646 (emphasis added). In arguing that the exception applied in this case, the insured applied the wrong "no substantial relationship" standard. According to the court, the "no reasonable basis" exception in *Raiders Retreat* requires only that contracting parties "furnish a reasonable (sometimes described as 'rational') basis for the chosen jurisdiction." *Accelerant Specialty Ins. Co.*, 2024 U.S. Dist. LEXIS 103283, at *18 (internal alterations and quotation marks omitted). The insured's "no substantial relationship" test, which courts before *Raiders Retreat* sometimes applied, demanded more. The court explained that "[r]equiring an agreed-on jurisdiction to have a 'substantial relationship' with the parties or the contract rather than simply asking whether the parties had a 'reasonable' or 'rational' basis to select the jurisdiction would show none of the deference that *Raiders Retreat* requires." *Id.* Thus, a lack of a substantial relationship *alone* is insufficient to void the chosen law and the court found that "there are good reasons for parties to a maritime insurance contract to agree that New York law should govern." Accordingly, the court enforced the New York choice-of-law clause and struck the insured's

demand for attorney's fees under Florida law. The court also struck the insured's request for a jury trial and declined to empanel an advisory jury.

- **Florida Court declines to apply Florida choice of law rules for declination action sitting in admiralty.** *Liermo v. National Casualty Company*, 2024 WL 2113765 (S.D. Fla. May 9, 2024)

On an all-risks policy covering a vessel, the defendant insurer made claims payments after an engine room fire while underway. To make the payments, the insurer did not send a surveyor or do a damage appraisal prior to making the claims payment. Plaintiff insured filed suit in federal district court in Florida, asserting: (i) breach of contract failing to declare the vessel a constructive total loss; (ii) negligently failed to adjust the clam; (iii) breach of the duty of good faith and fair dealing; and (vi) bad faith. The policy's choice-of-law provision called for the application of federal admiralty law and where admiralty law did not provide a remedy, New York law shall apply.

Before the court was defendant's motion to dismiss counts II through IV of the plaintiff's complaint. Plaintiff premised these counts on the application of Florida law, citing their choice of law statute. While plaintiff admitted federal admiralty law applied to the insurance contract, they contended any shortcomings should be filled by Florida law, rather than New York law, as they plead diversity jurisdiction. Notably, plaintiff did not raise the "substantial relationship" analysis.

The court applied New York law where federal admiralty law did not provide a remedy, ultimately dismissing Counts II and IV but denying as to Count III. Courts regularly enforce identical choice of law provisions providing for a mix of federal maritime law and New York law. Plaintiff's remaining argument to survive the motion to dismiss was the purported existence of an extra-contractual duty on the insurer to independently investigate, assess and adjust the claim accordingly. Plaintiff believed if this were done, the vessel would be a constructive total loss. However, New York law "provides that a contract does not create a duty (for negligence purposes) between the contracting parties unless that duty existed separately from the contract's formation." *Polar Vortex LLC v. Certain Underwriters at Lloyd's, London,* No 22-CV-61067, 2023 WL 2016832 (S.D. Fla. Feb. 14., 2023). From there the court quickly moved through the three counts. It dismissed counts II and IV as both purported obligations would not exist but for the insurance contract. Since federal maritime law did not provide a remedy on both counts, the court looked to New York law to dismiss both. Count III, however, survived the motion as it is recognized by federal maritime law so the court would not have to look to New York law for its analysis.

- **District court rewrites overbroad discovery demands on insured's punitive damages claim.** *Clear Spring Property and Casualty Company v. Arch Nemesis, LLC*, Case NO. 22-CV-2435-DDC-TJJ, 2024 WL 4134846 (D. Kansas Sept. 10, 2024).

Plaintiff insurer moved for a declaratory judgment on cover under a marine policy asserting, *inter alia*, failure to comply with a surveyor's recommendations and comply with a Recommendation Warranty. In asserting their counter claim, the defendant insured also plead for punitive damages. According to the insured, their insurer issued a marine policy with the recommendation warranty purportedly knowing the insured did not rectify or otherwise act on the surveyor's recommendations. In short, insured believed their insurer knowingly issued a marine policy with a means of declining cover should they so choose.

At issue were two sets of interrogatories within the same demands but had similar outcomes. First, was the amount of gross premiums written, claims paid and claims denied for a five year period. Second, was all declaratory judgment actions and default judgments for a five year period. In short, the court found the allegations in defendant's counter-claim sufficient to support punitive damages. However, the court did find the interrogatories overbroad, curtailing them to similar denials, claims or litigations under the Recommendations Warranty for the subject year, while denying the motion to compel plaintiff insurer's gross written premium for the year.

- **Third-party beneficiary survives motion to dismiss due to reliance on email from insurer promising to pay claim.** *McKinney Salvage LLC v. Rigid Constructors LLC*, No. 6:24-CV-00111, 2024 WL 2879643 (W.D. La. Apr. 12, 2024) – Evan Goldschlag, Giuliano McDonnell & Perrone LLP

The United States District Court for the Western District of Louisiana denied the defendant-insurers' motions to dismiss the plaintiff-salvor's claims as a third-party beneficiary of, and for detrimental reliance and unjust enrichment in connection with, the defendant-insurers' purported email assurance they would pay the plaintiff-salvor's salvage contract. In its decision, the court held that the plaintiff-salvor's claim as a third-party beneficiary (i.e., its *stipulation pour autrui* claim under Louisiana law) withstood dismissal because the court was required to construe the email assurance in the plaintiff-salvor's favor and, therefore, the email was "an agreement to which the *stipulation pour autrui* analysis could apply." The stipulation in the plaintiff-salvor's favor was manifestly clear, and the benefit was both certain and not incidental. Thus, "the *possibility* of a *stipulation pour autrui* [was] sufficient to withstand Rule 12(b)(6) scrutiny" according to the court.

With respect to the detrimental reliance claim, the court laid out a three-part test and explained that the plaintiff-salvor "must show that (1) a representation was made to it by the word or conduct of the insurers that insurers would pay for the salvage; (2) [the plaintiff-salvor] justifiably relied on this word or conduct; and (3)

[the plaintiff-salvor] changed its position by performing the services in reliance on this word or conduct." Although claims for detrimental reliance under Louisiana law ordinarily do not apply to third parties, an exception under the Louisiana Civil Code art. 1981 explicitly authorizes a third-party beneficiary to demand performance from the promisor where the third-party is a beneficiary to a contract. Having found that the plaintiff-salvor was a third-party beneficiary to the email assurance, which was a contract, the court also held that the plaintiff-salvor had stated a claim for detrimental reliance when the defendant-insurers allegedly failed to fulfill the promise.

Finally, the court analyzed a five-part test for unjust enrichment and determined that the test under Louisiana law mirrored the factors for the same claim under maritime law. While acknowledging there is disagreement between courts on whether a party may plead a claim for unjust enrichment as an alternative claim or only where there is an absence of other meritorious claims, the court ultimately concluded that, in Louisiana, an unjust enrichment claim survives as an alternative claim based on the existence of other potential claims rather than success or merits of alternative claims. Based on the to-be-determined nature of the preceding claims, specifically the *stipulation pour autrui* claim, the court permitted the plaintiff-salvor to proceed with its unjust enrichment claim as an alternative claim, at least beyond the motions to dismiss.

- **Misrepresentation on vessel purchase price violated *uberrimae fidei*.** *Musashi AZ LLC v. Accelerant Specialty Ins. Co*., No. 23-22781-CIV, 2024 WL 3445321 (S.D. Fla. May 30, 2024). – Evan Goldschlag, Giuliano McDonnell & Perrone LLP

At issue in the Southern District of Florida, was whether a new, replacement insurance policy was valid based on a misrepresentation of the purchase price of a vessel to the original insurer which led to over-insuring the vessel. The court granted summary judgment in favor of the Defendant/Counterclaimant-Insurer, determining that the misrepresentation was material as a matter of law and the policy was therefore void *ab initio*.

The counterclaim by the insurer brought two counts, one under the doctrine of *uberrimae fidei* and one asserting that the policy was void *ab initio*. Using admiralty law and gap filling with applicable state law—the court determined that under *uberrimae fidei* the plaintiff had a continuing duty to disclose all facts material to the policy whether the insurer specifically asked or not and that the purchase price was material. The court's determination that the purchase price was material was supported by undisputed facts including testimony, underwriting manuals and the absence of any evidence disputing the accuracy of those items. Due to the material misrepresentation and the plaintiff-insured's breach of duty to disclose, the policy was void *ab initio*.

Additionally, the plaintiff-insured argued that the counterclaimant-insurer lacked the right to rely on the information it had provided to obtain the original policy. The court quashed that argument based on the cover note on the counterclaimant-insurer's policy which indicated that by using their services, the original insurer had the right to share information to fulfil their insurance obligations. Thus, the defendant-insurer had the right to rely on the representations previously made by the plaintiff-insured and the policy was found to be void *ab initio* based on the established doctrine of *uberrimae fidei* and the plaintiff-insured's violation of their continuing duty to disclose and summary judgment was granted.

- **Court stays litigation against one defendant (insurer) in favor of arbitration already filed by defendant insurer.** *Whisenhunt v. Ameracat, Inc.*, Civil Action No. 1:23-00443-KD-B, 2024 WL 1838952 (S.D. Ala. May 13, 2024) – Evan Goldschlag, Law Clerk, Giuliano McDonnell & Perrone LLP

This matter, heard by the Southern District of Alabama–Southern Division, relates to the Federal Arbitration Act, the UCC Article 2, the conflicts of laws and the parol evidence rule.

The plaintiff is an owner of a fleet of charter fishing boats who sought to purchase a new vessel for his fleet. The plaintiff-owner entered a contract with the defendant-manufacturer for a 39' vessel. Following numerous delays, the plaintiff-owner took delivery of the vessel and shortly thereafter, the vessel suffered a hull failure and nearly sank. As a result, claims were made against the manufacturer as well as the insurer in Alabama, the home state of the plaintiff-owner.

The court determined that based on the conflicts of laws principles at issue, the laws of Florida should govern. Through Florida law, the court applied the UCC, the Federal Arbitration Act and the Parol Evidence Rule, determining that the matters at issue were arbitrable. As a result of this realization, the court stayed any proceedings pending the results of the arbitration.

Additionally, the court determined that, based on the language contained in the contract, the limited warranty at issue contained a merger clause and the contract was fully integrated. Stating "[t]his limited warranty contains the entire agreement between Ameracat, Inc. and Purchaser and supersedes all prior agreements, discussions, negotiations, commitments, and representations, whether oral or written, between them regarding Ameracat, Inc. warranty." the arbitration clause contained in the contract and the incorporation of the American Arbitration Association, the decision as to what was arbitrable belonged to the arbitrator. Thus, the court upheld the language of the contract and stayed the litigation pending arbitration.

The court additionally stayed the plaintiff's claims against the insurer who denied coverage pending the arbitration for the likelihood of a set off. While normally a claim against an additional party might proceed, the court was within its authority to stay the preceding based on the significant overlap of the underlying facts.

Maritime Arbitration

If you are navigating the complex waters of marine insurance disputes, "Navigating Maritime Arbitration: The Experts Speak" is your compass. The second edition of the book has been recently released and it is a treasure trove of insights from seasoned maritime arbitrators, providing invaluable guidance on the arbitration process under SMA Rules. It explores practical strategies and detailed case studies, highlighting some of the nuances of resolving marine insurance disputes amongst other types of disputes. With its expert analysis, this book demystifies arbitration and equips industry professionals with the tools to handle disputes effectively. Whether you are a maritime lawyer, insurance professional, or industry stakeholder, "Navigating Maritime Arbitration: The Experts Speak" is an essential addition to your bookshelf, ensuring you are well-prepared to tackle any arbitration challenge that comes your way.

The SMA is a prominent organization that specializes in resolving maritime disputes through arbitration. Established in 1963 and based in New York, the SMA provides a forum for fair, efficient, and confidential resolution of conflicts arising within the maritime industry. It handles a wide range of cases, including charter party disputes, cargo claims, marine insurance, and more. The SMA's arbitrators are seasoned maritime professionals with diverse expertise, ensuring that disputes are adjudicated by individuals with relevant industry knowledge. The SMA's flexible procedures and commitment to confidentiality make it a preferred choice for resolving maritime disputes, maintaining industry standards and fostering trust among maritime stakeholders.

One of the most significant arbitration awards this year was the one relating to the Bi Jia Shan, which involved a dispute between Bulk & Metal Transport Pte Ltd and Consolidated Grain and Barge Co. over charges related to the use of hold-in tugs and standby pilots during the discharge of a cargo of rock salt at Belle Chasse, Louisiana. The arbitration, conducted under the SMA Rules, took place in New York City and concluded with a final award on May 22, 2024. The case highlighted the complexities of maritime shipping disputes and the importance of arbitration in resolving such issues efficiently and fairly. A key point of contention was the safe berth clause, which required the vessel to use a sufficient number of tugs to ensure it remained safe and in the berth, with the number of tugs determined by the size of the vessel and prevailing river and weather conditions.

-Noe Hamra

Blank Rome, LLP

ITEMS FOR FUTURE ISSUES MAY BE SUBMITTED TO:

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