

Letter of Indemnity

to be given in return for delivering cargo without production of the Original Bill of Lading

To :	MSC Mediterranean Shipping Company S.A., and the Owners of the <i>[insert name of ship]</i>
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Dear Sirs,

Ship :	<i>[insert name of ship and voyage number]</i>
Voyage :	<i>[insert load/discharge port, as stated in the Bill of Lading]</i>
Cargo :	<i>[insert description of cargo]</i>
Bill(s) of Lading :	<i>[insert identification number, date, place of issue]</i>

The above cargo was shipped on the above vessel by *[insert name of shipper]* and consigned to *[insert name of consignee or to whose order the Bill of Lading is made out, as appropriate]* for delivery at the port of *[insert name of discharge port stated in the Bill of Lading]* but the Bills of Lading have not arrived and we, *[insert name of party requesting delivery]*, hereby request you to give delivery of the said cargo to *[insert name of party to whom delivery is to be made]* without production of the original Bill(s) of Lading.

In consideration of your complying with our above request, we hereby agree as follows:

1. To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which you may sustain by reason of delivering the cargo in accordance with our request.
2. In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the cargo as aforesaid to provide you or them on demand with sufficient funds to defend the same.
3. If, in connection with the delivery of the cargo as aforesaid, the ship or any other ship or property in the same or associated ownership, management or control, should be arrested or detained or should the arrest or detention thereof be threatened, or should there be any interference in the use or trading of the vessel (whether by virtue of a *caveat* being entered on the ship's registry or otherwise howsoever), to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such ship or property or to remove such interference and to indemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention or such interference, whether or not such arrest or detention or threatened arrest or detention or such interference may be justified.
4. As soon as all original Bills of Lading for the above cargo shall have come into our possession, to deliver the same to you, or as soon as one (1) original Bill of Lading duly endorsed for the above cargo shall have come into our possession to deliver the same to your discharge port Agents, whereupon our liability hereunder shall cease.
5. The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party or liable under this indemnity.
6. The liability of each and every person under this indemnity shall in no circumstances exceed 200% of the CIF value of the above cargo, *[insert CIF cargo monetary value]*.
7. This indemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.
8. The period of validity of this indemnity will be 15 months, if the shipment involves countries that have ratified the Hague and/or the Hague-Visby Rules, or 30 months for countries that have ratified the Hamburg Rules.

Yours faithfully,

For and on behalf of
[insert name of requesting party]

For and on behalf of
[insert name of Bank]

Authorised signature.....
Name:
Position:
Date:

Authorised signature.....
Name:
Position:
Date:

Stamp/seal

Stamp/seal