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“The impact of piracy in Time Charters; West African region”

Time Charters division of risk allocation due to piracy.

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Table of contents

LIST OF ABBREVIATIONS..... II

ABSTRACT II

1 INTRODUCTION 1

1.1 Background 1

1.2 Problem statement 2

1.3 Delimitation..... 2

1.4 Method 2

1.5 Structure of the thesis 4

2 CENTRAL CONCEPTS..... 5

2.1 Introduction 5

2.2 Concept of Piracy 5

2.2.1 Forms of piracy occurring in the West African region 7

2.3 Concept of Time Charter Party 9

3 THE IMPACT PIRACY HAS ON THE CONTRACTUAL RELATION BETWEEN THE SHIPOWNER AND THE CHARTERER..... 11

3.1 Introduction 11

3.2 How does the nature of a Time Charter affect the allocation of commercial risks? 12

3.2.1 The Doric Pride case 12

3.2.2 The Global Santosh case 14

3.2.3 Concluding The Doric Pride and The Global Santosh 15

3.3 Off Hire 16

3.3.1 The three Time Charter Parties in relation to off-hire 17

3.3.2 The Saldanha case 19

3.4 Rerouting to avoid piracy 21

3.4.1 The three Time Charter Parties in relation to rerouting 22

3.5 Unsafe port 23

3.5.1 The Saga Cob case 24

3.5.2 The three Time Charter Parties in relation to unsafe ports 25

3.6 Piracy clauses 26

3.7 Anti-piracy clauses 29

3.8 War Clauses..... 29

3.9 Points to consider 29

3.9.1 Creativity to the drafting of a Time Charter Party 30

4 CONCLUSION..... 31

4.1 Concluding remarks 31

4.2 Concluding thoughts on the future 32

5 TABLE OF REFERENCE 34

5.1 Articles 34

5.2 Books..... 34

5.3 Case law 34

5.4 Charter Parties & Piracy Clauses 35
5.5 Other sources..... 35
6 ANNEX I..... 36

LIST OF ABBREVIATIONS

BIMCO:	Baltic and International Maritime Council
DNK:	Den Norske Krigsforsikring For Skib Gjensidig Forening
ICC:	International Chamber of Commerce
ICS:	International Chamber of Shipping
IMB:	International Maritime Bureau
UNCLOS:	United Nations Convention on the Law of the Sea 1982

Abstract

The West African region, more precisely the Gulf of Guinea, faces piracy on a daily basis. Kidnap for ransom has been trending for some time as it is much easier, quicker, and often more profitable for the pirates to take “human cargo” than the entire vessel. When kidnappings for ransom attacks are carried out, they tend to be very violent towards the crew.¹ As recent as 24th of November 2021 a piracy incident in the Gulf of Guinea was reported, it involved the Danish frigate Esben Snare.² Four pirates lost their life during the exchange of fire. Even though cases of piracy have decreased BIMCO is still calling for international support in the West African region of the Gulf of Guinea. The Danish forces were there to mark their presence and hopefully have a deterrent effect on the pirates in the region. However, the frigate is also there to actively locate pirates and intervene where possible if pirate attacks occur.

With a large shipping and offshore activity in the West African region it is vital that these actual piracy threats are dealt with in the Charter Party agreements. Depending on the Charter Party form, the allocation risk can be divided differently between the Shipowner and the Charterer.

This thesis intends to highlight the current situation in West Africa in regard to piracy and how this risk is divided in three different Time Charter Party forms: Baltime 1939, Shelltime 4 and NYPE 93.

¹ Schillings (2020)
² BIMCO News and Trends (2021)

1 Introduction

1.1 Background

Shipping is an important part of international trade, as was noticed by the world through the “Ever given”-situation earlier this year. Maritime transportation supports the on-going globalization and has an enormous impact on the global economy. This industry is in fact essential to the world’s economy, and around 90% of the world trade is transported by sea.³

Piracy has been a feature in the world of shipping for a long time and has also evolved in its form. In the past, piracy was often a prelude to “phantom ship”-frauds, more relating to maritime fraud.⁴ Then came the category of piracy where vessels and cargoes were stolen, and during the more recent years this type of piracy has declined while the kidnap hijackings, also called ransom-piracy, has become the main form of piracy. Ransom-piracy normally has nothing to do with maritime fraud.⁵

Ransom-piracy has stipulated a new twist of perils for both Shipowners, Charterers, and insurance companies. Today, maritime piracy in the Gulf of Guinea is not limited to small crime, it concerns kidnapping, arms smuggling, and so-called “bunkering”.⁶ “Bunkering” in this regard stands for illicit tapping, theft, and sale of crude oil in big quantities.⁷

Despite the current decline in number of piracy attacks globally, still during the first half of 2021, as many as 50 crew members were kidnapped and one killed according to ICC IBM.⁸ This shows that even though the numbers are decreasing, the risk is still out there for our seafarers, and the risk needs to be regulated in the contracts related to the operation of the ships. These contracts are referred to as Charter Parties.

How can the piracy risks associated with shipping in the West African region be dealt with under a Time Charter? To which party in a Time Charter shall the risk be allocated? Will the off-hire clause be triggered during a piracy event? To answer these questions, it will be of

³ ICS (2021).

⁴ Todd (2010) p.1.

⁵ Todd (2010) p.1.

⁶ Pérouse de Montclos (2012) p. 534.

⁷ Pérouse de Montclos (2012) p. 534.

⁸ ICC & IMB (July 2021).

importance to use existing case law, to analyze Time Charter agreements and to study specialized clauses on the topic.

The author of this thesis has also been lucky to have had the help of DNK in understanding how piracy works in the practical life and the different organizational structures. The discussions held will be referred to in this thesis under **sub-chapter 2.2.1**.

1.2 Problem statement

This thesis intends to investigate how the current threat of piracy in the West-African region affects the contractual relation in a Time Charter. The reason as to why the focus will be on West-Africa is that the Gulf of Guinea remains the hotspot of piracy in the world with approximately 43% of all the reported piracy episodes in the region in Q1 of 2021.⁹ The thesis will highlight the type of piracy the West African region is currently facing.

The topics will be analyzed from a private law perspective. When piracy occurs, how does it impact the contractual relationship between Shipowners and Charterers. According to the different clauses who carries the risk of delay when the ship is hijacked, and ransom payment is required? What should the parties to a Time Charter Party think about when entering the agreement, what clauses shall they be aware of to secure their best interests? All these questions will be dealt with throughout this thesis.

1.3 Delimitation

The thesis will be limited to examine the piracy and war-risk in the West African region, as this is the area where most attacks are reported at the current date. Focus will be on Time Charter Parties and how these are affected by the on-going situation/threat. Due to page-limitation Voyage Charter Parties will not be further examined.

1.4 Method

This thesis is written by a student with a background in Norwegian law, currently belonging to the Scandinavian Institute of Maritime Law. However, the sources used for this thesis reflects the international aspect of maritime law as most cases are either court or arbitration

⁹ ICC & IMB (April 2021).

cases from England. Therefore, it is important to keep in mind that the thesis is written from a Scandinavian perspective with English legal sources. To some, this may not make sense, but this is a feature of the very specific field of maritime law. In fact, the Time Charter Parties used to illustrate in this thesis are international contracts widely used in the Scandinavian market as much as they are used in the worldwide market outside of Scandinavia. The literature used throughout this thesis is international literature, again reflecting the very international aspect of this field of law.

The topic that this thesis dives into is supposed to mirror the current situation in the West-African region. However, the case law most often originates from the East-African sailing routes, like the cases related to the Gulf of Aden. The reason for this is that the previous hotspot for piracy was in the East African region, and the disputes that arose due to hijackings was first dealt with during that time. This does not mean that disputes do not arise in connection with piracy hijackings in the West African region, they do, but it does mean that for the important cases were developed based on the East African piracy incidents, so for the purpose of this thesis, the author will have to use the case law that actually exists.

For this thesis different types of legal methods will be applied as presented below.

Dogmatic legal method is used to describe what the law is, why it is that particular way and its possible consequences.¹⁰ This type of method can be portrayed as research that tries to provide a systematic exposition of the principles, rules and concepts that governs a particular field of law or institution. It also reviews the relationship between these principles, rules and concepts with an aim to solve the uncertainties and possible gaps in the existing law.¹¹ The dogmatic legal method will be used to clarify the central concepts related to the topic of piracy and to describe what the different Time Charter Party forms state.

A descriptive method will be used to explain the different types of piracy that occurs in the Gulf of Guinea, using sources from Den Norske Krigsforsikring for Skib (DNK).

¹⁰ Waks (2017) p.6.

¹¹ Smits (2015) p.5.

Normative legal method concerns values and will as well be used for the purpose of this thesis.¹² To be able to use a more critical analysis on what the parties to a Time Charter Party shall consider, taking piracy and war-risk into consideration, the normative legal method will be useful.

1.5 Structure of the thesis

To supply the reader with the relevant background knowledge, a clarification of the central concepts will follow under Chapter 2, under this chapter the reader will also be provided with what forms of piracy that are relevant in the West African region today. Further, Chapter 3 will analyse in what way the piracy risk impacts the Time Charter Party's allocation of risk, determine three central standard forms for charter parties with relevant clauses, and the supplementary piracy clauses that can be inserted. Finally, in Chapter 4, there will be some concluding remarks on what is relevant for the parties to a Time Charter to consider when entering a Time Charter Party.

¹² Waks (2017) p. 6-7.

2 Central Concepts

2.1 Introduction

The purpose of Chapter 2 is to provide the reader with knowledge of what constitutes piracy and what are the relevant forms of piracy today in the West African region. The thesis takes on investigating how the risk of piracy is allocated in a Time Charter Party, therefore it is also highly relevant to clarify what a Time Charter Party constitutes of.

2.2 Concept of Piracy

A piracy incident may have different consequences from a legal perspective and there might be a central concept of what it constitutes, however there is no specific definition of piracy.¹³

Regardless of which definition one might use for piracy, the fundamental idea behind piracy is robbery at sea, and the fact that piracy will always involve forceful seizure of property.¹⁴ Further, pirates as such have never really been considered idealists, but criminals.¹⁵

Why is it important to establish a universal definition of piracy? It carries an importance to establish a universal definition of piracy due to its worldwide scope, and for it to be acknowledged by the different national jurisdictions and the worlds shipping community in whole. It helps to create certainty for the different key players in the shipping industry. Once pirates have been arrested and taken into custody, prosecution will raise questions that regards domestic criminal law. In UK for instance, piracy has for a very long time been considered criminal offence, and with a definition that differ from piracy in international law.¹⁶ It is also important to have a definition of piracy since it may be an insured risk, whether it will fall within the general marine or war policy will depend on the definition and the different marine insurers market (in Norway piracy is covered by the war policy, while in the UK it would be covered under the general policy).

Most people would probably describe piracy as ‘an act of robbery on the world’s oceans for personal profit’. However, there are some more recognized definitions, and two of them

¹³ Todd (2010) p.3.

¹⁴ Todd (2010) p.4.

¹⁵ Todd (2010) p.4.

¹⁶ Todd (2010) p.3.

comes from the International Maritime Bureau and UNCLOS, both in which will be described in detail below.

The IMB define piracy as: “*an act of boarding any vessel with the intent to commit theft or any other crime and with the intent or capability to use force in the furtherance of that act*”.¹⁷

Under art. 101 of the UNCLOS piracy is defined as any illegal act of violence, detention, depredation, committed for private ends by the crew or passengers of a private ship, **on the high seas**, against another ship, persons or property aboard such ship, in a place **outside** the jurisdiction of any state. In addition, it will also be defined as piracy when voluntary participation in the operation of a ship, with knowledge of the fact that it is a pirate ship or acts of inciting or intentionally facilitating the above-mentioned described acts.

The difference between the two definitions is mainly that the IMB constitutes a broader type of definition, and thus it is catching more cases to be recognized as piracy attacks. To illustrate, it does not contain a condition for it to take place on the high seas, neither that it should be outside a jurisdiction.

The IMB Piracy Reporting Centre, hereinafter IMB PRC, follows both the definition of Piracy by UNCLOS, and the definition of Armed Robbery by the IMO developed during its 26th Assembly session as Resolution A.1025 (26) “Code of Practice for the Investigation of Crimes of Piracy and Armed Robbery against Ships” page 4:

“Armed robbery against ships means any of the following acts:

- 1. any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State’s internal waters, archipelagic waters and territorial sea;*
- 2. any act of inciting or of intentionally facilitating an act described above.”*

This results in IMB PRC having a definition that can cover many different forms of piracy and attempts. It will thereby cover pirates have **boarded** the vessel, as it is an illegal act gaining access onto the vessel. The definition will cover when a vessel is **hijacked**, when pirates

¹⁷ Schillings (2020).

successfully have gained access onto the vessel and takes over the control from Master and Crew on board. Covering the events when a vessel is **fired upon**, as this means that weapons are being discharged against the vessel while a possible attempt to gain access over it. Finally, it will cover **attempts**, when pirates attempt to approach the vessel with an intention to board it but are not successful due to actions taken by the crew on board. The above listed illegal acts, may result in the crew being kidnapped, kept hostage, threatened, assaulted, injured, gone missing or in worst case leading to death of crew members. To the vessel, the above listed acts may result in damages, both to the equipment and the vessel itself. To cargo, the above-mentioned acts may result in damage or even theft.

As one can see the definitions are essentially the same, but they do differ to some extent in terms of how wide reaching they are. For the purpose of this thesis, it is not essential to establish which of the definitions to follow, but it should be noted that numbers and facts provided by the DNK follows the definition by the IMB PRC.

2.2.1 Forms of piracy occurring in the West African region

Having cleared out what may constitute piracy by IMB PRC's wider definition, the focus will be turned to what forms of piracy the West African region is faced with today. For this sub-chapter, knowledge that have been provided in direct communication with DNK will be used and referenced to **Annex I** (among other sources) of this thesis.

The case law that will assist on illustrating how the risk allocation is divided in a Time Charter Party in case of a piracy event throughout this thesis, are mainly case law from piracy attacks that occurred in the East coast of Africa, often outside Somalia. Back when piracy in the East African region was a hot topic (10 years ago), the piracy actions was also carried out in a different manner, a different type of strategy was used. For instance, a vessel would usually be kept up to three months and the piracy acts were a lot less violent than what is seen today in the West African region. These are important aspects to keep in mind as they played a role for how the allocation of risks first were first dealt with in Charter Parties and how disputes that arose were decided on. For instance, a Shipowner would not suffer from off-hire for the first three months. Usually, the vessel and its crew were held hostages for three months, while today in West-Africa the trend is that ransom can be carried out in a shorter time frame, but with heavier violence to crew while demanding ransom payment.

Consequently, do the clauses work as they did in relation to piracy in East-Africa, or should the parties to a Time Charter make use of the newly developed piracy related clauses? To be able to answer this question, it is necessary to go a little bit more into detail on how the situation looks in the West-African region as per 2021.

The intention with this sub-chapter is to give an idea of what piracy looks like in the West African region, more specific the Gulf of Guinea, what sort of violence is reported etc. The Gulf of Guinea accounted for 32% of all reported piracy incidents, this number includes when vessels have been fired upon and when vessels have been hijacked.¹⁸

As of 2021 the type of violence that crews in the Gulf of Guinea have had to suffer was 15 kidnappings and one incident where a crew member lost his life. The type of arms used varied from different guns to knives. The waters in and off Nigeria remain highly risky.¹⁹ When reading the reports one can easily understand which of the countries that carries the higher risk of piracy in the Gulf of Guinea. The pirates that operate in the Nigerian part of the Gulf are often described as heavily armed, extremely violent and manages to action also far from the coast, rivers, ports, and other surrounding waters. Incidents of piracy have also been reported **over 200 nautical miles** from the coast of Nigeria.²⁰ The IMB PRC evaluates all waters in Nigeria to be at high risk for piracy, and especially the kidnapping for ransom being the biggest risk that crews operating in Nigeria may encounter. A few years back, gas oil was also being stolen when tankers were hijacked in the area, and although this risk has decreased vessels are advised to be vigilant.²¹

So, what are the current trends for piracy in the Gulf of Guinea? Currently all sorts of vessels are being attacked, mostly for kidnapping of crews and they will only be released against a ransom payment. During Q2 of 2021, there has also been reports that fishing vessels have been victims of hijackings, they are then used as potential mother ships to target the merchant vessels.²²

¹⁸ Annex I, p. 25.

¹⁹ Annex I, p. 22.

²⁰ Annex I, p. 25.

²¹ Annex I, p. 22.

²² Annex I, p. 25.

The Gulf of Guinea accounts for most maritime kidnappings around the world.²³ However, factors explaining piracy in all different hot-spot areas are usually the same and consists of: corruption, weak laws and unstable governments that are not able to respond to piracy threats, and the economic situation in the regions which have led some people to resort to illegal activities such as piracy.²⁴

2.3 Concept of Time Charter Party

Since this thesis will focus on the type of Charter Party called Time Charter, it is essential to dwell into what actually constitutes a Time Charter Party and its features.

A Time Charter party is an agreement where the Shipowner of a ship makes the services of the ship available, including the crew, to the Charterer.²⁵ The ship will be available for taking voyages as directed by the Charterer, within agreed area for a particular duration. The Shipowner is thereby obliged to deliver the routes that the Charterer may order within the time frame of the Time Charter Party, meanwhile the Charterer does not acquire possession of the ship or any other rights of property in her. What the Charterer essentially obtains is a right to: **direct**, for the period of the Time Charter, **what** cargoes the ship shall carry and **where** meaning to and from what ports. This also shows that a Time Charter is not a kind of leasing agreement.²⁶

The principle of what a Time Charter is has been stated by the English courts in numerous cases, here is one example: *“Under a time charterparty ... the shipowner undertakes to make the vessel available to the Charterer for the purposes of undertaking ballast and loaded voyages as required by the Charterer within a specified area over a stated period.”*²⁷

Put in contrast with Bareboat charterers, which is an agreement where the Shipowner leases a ship to the Charterer in which the Charterer takes possession of the ship and provides with its

²³ Schillings (2020).

²⁴ Schillings (2020).

²⁵ Swansea University (2018) p.47.

²⁶ Swansea University (2018) p.47.

²⁷ SKIBSAKTIESELSKAPET SNEFONN, SKIBSAKSJESELSKAPET BERGEHUS AND SIG. BERGESEN D.Y. & CO. v. KAWASAKI KISEN KAISHA LTD. (*THE "BERGE TASTA"*) [1975] 1 Lloyd's Rep. 422, at 424 (Donaldson J).

own crew and ship management to operate, a Time Charter is only a contract for the services of the ship.²⁸

Time Charter Parties come in different forms and variations, some are drafted from a mere Shipowner point of view, while others have a more protective approach in regards to the Charterer. The Time Charter Parties may vary depending on what is being transported, and where and what routes the ship will sail.

Many of the Time Charter Parties that takes into account the Shipowners risks have been founded by The Baltic and International Maritime Council (BIMCO), which forms the world's largest private shipping organization.²⁹ BIMCO's ambition is to be a part in building a *“resilient industry in a sustainable future whilst protecting world trade through helping manage the risk to our members, and therefore shipping, in a changing world”*.³⁰ One part in achieving this is forming standard Charter Party contracts that their members can use and amend in their use.

One of the most frequently used Time Charter Party is the BIMCO Uniform Time-Charter, that goes under the code name Baltime 1939 (revised in 2001).

Sometimes BIMCO themselves also recommend other Time Charter parties, even though it may not be developed by the BIMCO experts. For instance, the New York Produce Exchange Form, code name: NYPE 93, well used in the dry-cargo business.

For tankers the Time Charters are a bit different, since the biggest oil companies have enough power and influence in the market to develop their own Time Charter Parties, thus allocating risks with a perspective on protecting the Charterer. For instance, the oil company Shell has developed the Time Charter form Shelltime 4.

The examples that will be used in this thesis are Baltime 1939 (protecting the Shipowner), Shelltime 4 (protecting the Charterer), and NYPE 93 (somewhere in between the two before-mentioned).

²⁸ Swansea University (2018) p.48.

²⁹ BIMCO (2021)

³⁰ BIMCO (2021)

3 The impact piracy has on the contractual relation between the Shipowner and the Charterer

3.1 Introduction

This chapter intends to investigate what impact the on-going piracy threat in the West African region have on the contractual relation between the Shipowners and the Charterers in a Time Charter, having in mind the central concepts discussed above in Chapter 2.

To understand the impact piracy has on contractual relationships between Shipowners and Charterers operating in the West African region, it is important to first understand the nature of risk allocation in a Time Charter Party. This will be introduced in the following section, before presenting typical issues that might arise, and how these are dealt with in the traditional clauses under the three relevant Time Charter Party forms. Reviewing these clauses will illustrate how the risk allocation is regulated on a straightforward/ simple Time Charter Party basis. For instance, the Master might find it necessary to **re-route** to avoid a dangerous area, which may amount to deviation causing additional expenses for the Charterer under a Time Charter Party.³¹ Or, if the vessel is ordered to an **unsafe port**, the Charterers can be led into a breach of the Charter Party as the Shipowners are not required to accept the nomination of an unsafe port.³² Another question that can arise in connection with a Time Charter, is whether the **off-hire** clauses are triggered if the vessel gets hijacked by pirates.

Following the analysis of the Time Charter Parties and their straightforward handling with piracy events, the thesis will move on to focus on specific **piracy clauses, anti-piracy clauses,** and in further, also **war clauses** and how these might be triggered where piracy has become (increasingly) localized in risk areas.³³ Lastly, the thesis will mention some concluding and creative remarks on what the parties should and could take into consideration when entering a Time Charter operating in areas such as the West African region, with higher likelihoods of vessels being hijacked by pirates.

³¹ Todd (2010) p.45.

³² Todd (2010) p.46.

³³ Todd (2010) p.48.

3.2 How does the nature of a Time Charter affect the allocation of commercial risks?

As will be further analyzed at in this thesis, different standard clauses have been developed to address issues that may arise under a Time Charter in connection with a piracy event. Understanding the nature of Time Charters and the general allocation of risk under a Time Charter Party, will provide the necessary understanding of the reasoning behind the wording and the context against which ambiguities may be resolved.³⁴

By the nature of a Time Charter is such that, the risk allocation regarding the management and navigation of the vessel, including the care that any cargo requires, is located with the Ship-owners.³⁵ This is the rule unless the Time Charter expressly provides otherwise. Contrary, the Charterer will be carrying the risks which are associated with the trading of the vessel. The obligation to pay hire is fundamental under a Time Charter, and constitutes a so-called “on-going obligation”, usually with very limited rights for the Charterer to make deductions from hire or to be able to treat the vessel as off-hire.³⁶ From this, it might sound like the allocation is pretty clear, but as a series of well-known cases have illustrated, the distinction between what is a navigational and managerial risk of the vessel is on one side, and what is a trading and employment risk on the other, is certainly not as simple as it might appear.³⁷ The distinction is inevitably tied to the exact wording of the Charter Party in question.³⁸ In the Court of appeal in *HYUNDAI MERCHANT MARINE CO LTD v FURNACE WITHY (AUSTRALIA) PTY THE “DORIC PRIDE”* [2006] 2 Lloyd's Rep. 175 (hereinafter: “*The Doric Pride*”) these points were highlighted.

3.2.1 The Doric Pride case

In *The Doric Pride* the question was who was bearing the burden of delay for a vessel that was on a Time Charter. The delay was caused by the vessel being targeted for inspection as a “*high interest vessel*” by the US Coast Guard when it was about to proceed to New Orleans to load. The inspection itself was delayed because of a collision between two other vessels on the Mississippi river (which diverted the Coast Guard resources since the river closed and

³⁴ Swansea University (2018) p.58.

³⁵ Swansea University (2018) p.49.

³⁶ Swansea University (2018) p.49.

³⁷ Swansea University (2018) p.49.

³⁸ Swansea University (2018) p.49.

therefore delayed the inspection). The Charterer in this case wanted to place the vessel on off-hire for the period of delay and argued that she had been detained within in the meaning of clause 85 on the NYPE Charter Party form, which in this case constituted a special off-hire clause placing the vessel off-hire if captured, seized or arrested. The clause also contained a provision stating that the vessel would not be off-hire if the capture, seizure, detention, or arrest was occasioned by *'any personal act or omission or default of the Charterers or their agents or by reason of cargo carried or calling port of trading under this charter'*. This part of the provision was what the Shipowners argued that the delay fell within since the detention occurred because of the order (by the Charterers) to proceed to New Orleans.³⁹ In the Court of Appeal, the Shipowners argumentation was rejected. Different from the first instance, the Court of Appeal treated the trip as a Time Charter and not as a Voyage Charter, from there the Court of Appeal went on to consider with whom the responsibility for the delay laid from the nature of the charter. The basis for the Court of Appeal's reasoning can be found in Rix LJ's judgement: *"We are not here concerned with personal act, omission or default of the charterers or their agents, but it is submitted by Mr. Cooper that this is a case of detention by reason of calling port of trading. It seems to me that when one looks at clause 85 in the context of the other clauses under this charter to which I have referred in this judgment, one sees that there is within the express wording of the particular clauses a basic distinction which the draftsman seeks to make, and which is entirely familiar to owners and charterers, between those matters which lie upon the owners' side of responsibility, essentially the vessel and crew, which the owners have to provide to the charterers, and those matters relating to the charterers' employment of the vessel and crew for their trading purposes, which lie upon the other side of the line. Thus one has come across reference to 'cargoes carried or ports visited while vessel is employed under this Charter'" in clause 2 and 'ports called or cargoes carried' in clause 84 as well. Those are the closest analogous expressions to the words which fall to be construed in clause 85, but the point I seek to make is a more general point than that: in its various forms of wording the charter seeks to draw the line, which can often be a difficult line to draw in just a few words, between matters which are the owners' responsibility and matters which are the charterers' responsibility. It is possible to see this line being drawn in clauses 1, 2, 8, 15, 26, 52, 55, 56, 84 and 85.*

... Thus with reference to cargo carried or calling port of trading under clause 85, as in the

³⁹ Swansea University (2018) p.49.

case of the similar expressions in clauses 2 and 84, there is acknowledgement of the charterers' responsibility for the trading or employment of the vessel."⁴⁰

Further, the judge considered on which side of responsibility the case fell upon. Did the issue arise due to the vessel's status as a first-time caller, or was the problem rather due to the trading of the vessel by the Charterers to New Orleans? In the end the Court of Appeal reached its decision stating that the problem was that the vessel's status was as a first-time caller, a matter which the Shipowners certainly was aware of but a matter that the Charterers did not carry knowledge of.⁴¹ Therefore, clause 85 of the Charter Party could not be relied on by the Shipowners.

What does this case bring to this thesis? Well, it is a good illustration of the general proposition that the nature of a Time Charter and essential division of responsibilities between Shipowners and Charterers.⁴² The case provides a guide in determining how time lost or other expenses and liabilities can be allocated under a Time Charter, especially under circumstances where there may be ambiguities as to the actual meaning of the clause.⁴³

3.2.2 *The Global Santosh case*

A more recent case that also dealt with a Time Charter Party on a NYPE form and the division of risk when the vessel was arrested, is the *NYK Bulkship (Atlantic) NV v. Cargill International SA, The Global Santosh* [2016] UKSC 20, [2016] 1 WLR 1853 (hereinafter: "*The Global Santosh*"). In *The Global Santosh* the Supreme Court concluded that the dispute had arisen between the receivers and *sub-Charterers*, and such fell outside the scope of delegated tasks and therefore the Charterers were not considered responsible for the arrest of the vessel.⁴⁴

The nature of this case is different (and more complex) since the issue arose due to sub-Charterers being unable to discharge cargo because of the dispute between receiver and sub-

⁴⁰ *The Doric Pride*, para 33- 34.

⁴¹ *The Doric Pride*, para 35- 52.

⁴² Swansea University (2018) p.50.

⁴³ Swansea University (2018) p.50.

⁴⁴ Definition of "*sub-Charterer*": means any person entering a Sub-Charter with the Charterers for the chartering of the Vessel from the Charterers (disponent owners) to such person (charterer).

Charterer on receiver's liability for demurrage.⁴⁵ In *The Global Santosh*, the sub-Charterers intended to have the cargo on-board the vessel arrested due to the dispute on demurrage, but in fact the whole vessel was arrested. The Charterer (the one in direct agreement with the Shipowner) withheld hire for the period that the vessel was under arrest. The Charterer relied on the off-hire clause which stated that the vessel would be off-hire during any period of either detention or arrest, as long as the arrest was not "*occasioned by any personal act or omission or default of the Charterers or their agents*". The Shipowners claimed that the sub-Charterers was the Charterers "agents" and therefore it was their personal act by having the vessel arrested, therefore the Shipowners claimed that the off-hire clause could not be relied upon. The Shipowners arguments were successful all the way up to the Supreme Court where the previous interpretation of the division of risk was overturned. When a ship is sub-let under a Charter Party it results in a chain of contracts with the Charterer and its rights at the head of the chain. These rights and obligations by the Charterer were made available to sub-Charterers and the obligations were vicariously performed by the sub-Charterers down the contract chain, such that those parties were the agents of the Charterers for the purpose of clauses such as the off-hire clause.⁴⁶ So, the Supreme Court did not disagree that the sub-Charterers would fall under "agents", however the majority held that the Time Charter imposed an obligation on the Charterers to carry out the handling of cargo, but it did not state any obligation as to the timing of such handling.⁴⁷ Therefore, while the Charterers would have been liable for any act or omission of the other parties in carrying out the handling of cargo operations, the acts of the sub-Charterer and receiver which eventually led to the arrest of the vessel and thereby delay were not a vicarious performance of the obligation under the Time Charter Party.⁴⁸ This fell outside the scope of the provision.

3.2.3 Concluding *The Doric Pride* and *The Global Santosh*

Comparing the two cases, one can make note of that in *The Global Santosh*, the Lordships went further to see if the acts or omissions of the sub-Charterers or receivers fell within the scope of activities delegated by the Charterers down the chain of contracts. Had the Lordships followed *The Doric Pride* judgement, then the basic distinction made by Rix LJ would have

⁴⁵ Swansea University (2018) p.50.

⁴⁶ Swansea University (2018) p.51.

⁴⁷ Swansea University (2018) p.51.

⁴⁸ Swansea University (2018) p.51.

made the Charterers liable (vessel & crew on the Shipowners responsibility while trading & commercial lies with Charterer, ref abovementioned).

In lack of a unique provision, *The Doric Pride* and *The Global Santosh* both support the suggestion that the pending assessment is to allocate whether the risk is relating to the navigation and management of the vessel, or the employment and trading of the vessel. However, having gone through the cases it is safe to say that there is no general proposition that maritime security issues will prima facie fall on one side or the other.⁴⁹ Even in the cases that are clear on falling on the managerial side, the causation of the risk may require a more thorough investigation of facts to determine if the actual cause of any loss fell within the relevant risk.⁵⁰

3.3 Off Hire

The general principle in a Time Charter Party is that hire continues to run, even when the Shipowners might be in breach of the Charter Party, unless the Charter Party expressly provides something that contradicts this principle.⁵¹ Most Time Charters contain an off-hire clause. An off-hire clause has the function that it will excuse the Charterer from having to pay hire while the ship is prevented from performing the charter service.⁵²

In the event of a vessel getting hijacked by pirates, does that constitute an off-hire situation? The Shipowner would of course want hire to be paid during captivity, while the Charterer does not want to pay anything while he is not able to make any profit out of chartering the vessel. Piracy is normally not listed as an off-hire event, but let's have a closer look how this plays out in the different Time Charter Parties.⁵³

The first question to be addressed in determining an off-hire event is whether the Charterers can show that the full working of the ship has been prevented fully. In the case of *The Aquacharm*, Lord Denning, M.R stated: "*We are to inquire first whether the 'full working of the vessel' has been prevented. Only if it has, do we consider the 'cause'.*"⁵⁴ Which again was

⁴⁹ Swansea University (2018) p.55.

⁵⁰ Swansea University (2018) p.55.

⁵¹ Todd (2010) p.47.

⁵² Coghlin (2014), p.441.

⁵³ Todd (2010) p.47.

⁵⁴ ACTIS CO. LTD V THE SANKO STEAMSHIP CO LTD (THE "AQUACHARM") [1982] 1 LLOYD'S REP 7, page 9.

followed up in *The Laconian Confidence* where Rix, J, stated: “It has therefore been said that the first question to be answered in any dispute under the cause is whether the full working of the vessel has been prevented; for if it has not, there is no need to go on to ask whether the vessel has suffered from the operation of any named cause...”.⁵⁵

After it has been established that the full working of the vessel has been prevented, it is time to determine if the situation have been caused by an event within the wording of the particular clause.⁵⁶ Examples of these would be; deficiency of men, default of men (or as in the NYPE 93 version replaced it with: deficiency and/or strike of officers or crew), breakdown to hull, machinery or equipment, Damages to hull, machinery or equipment, detention by average accident to ship or cargo, Or by any other cause preventing the full working of the vessel. As one may understand, a lot of events may fall within or outside these wordings. However, if the wording “any other cause” is accompanied with “whatsoever”, then this disables the *ejusdem generis* rule from applying.⁵⁷

Further, under most off-hire clauses a vessel will only be considered off-hire if there has been a “loss of time”, however this is not always the case, and it depends on the Time Charter form.⁵⁸

3.3.1 The three Time Charter Parties in relation to off-hire

Baltimex 1939 regulates off-hire in the “*Suspension of hire*” clause 11, and in addition the Conwartime 1993 clause is inserted in clause 20, which is further explained in **sub-chapter 3.3.8** of this thesis. In this Baltimex 1939 standard form, piracy is not directly enlisted as an off-hire event, naturally taking into consideration that this is a very Shipowner centric type of Charter Party. For anything to be considered off-hire in Baltimex 1939, it must fall under the very narrow cl. 11 (A). While cl. 11 (B) is basically just repeating that anything beyond or outside (A) is not considered off-hire under Baltimex 1939 and the vessel will remain on-hire for situations covered under (B).

⁵⁵ ANDRE & CIE S.A v. ORIENT SHIPPING (ROTTERDAM) B.V. (THE “LACONIAN CONFIDENCE”) [1997] 1 Lloyd’s Rep. 139, page 141.

⁵⁶ Coghlin (2014), p.446.

⁵⁷ Coghlin (2014), p. 451.

⁵⁸ Coghlin (2014), p. 454.

If there in theory could be ways for piracy to fall under the off-hire clause in Baltime 1939, any doubt would always benefit the Shipowner. The piracy event must either be considered a deficiency of men, which based on the case COSCO BULK CARRIER CO LTD v TEAM-UP OWNING CO LTD (THE "SALDANHA") [2010] (hereinafter "*The Saldanha*"), this is very unlikely.⁵⁹ Alternatively, if it would be considered an accident, which again it wouldn't based on *The Saldanha* case. Then the criteria of the vessel being hindered or prevented to work would also have to be fulfilled. The author of this thesis finds it very unlikely that a piracy event ever would become an off-hire event under Baltime 1939. Clause 11 is very narrowed down as it is and is not flexible in interpreting many types of off-hire events into it.

In Shelltime 4, it is not really dealt with piracy exclusively in its off-hire clause 21, therefore it must be interpreted to see if it may be included in the wording and may possibly fall under "*any other similar cause preventing the efficient working of the vessel*" of clause 21 (a) (i). However, clause 27 (a) lists exceptions where piracy is not mentioned explicitly but could potentially fall under "*riots*".⁶⁰ Since Shelltime 4 is a type that divides the risks in favor of the Charterer, any uncertainty will usually fall on the Shipowner. This is shown in how the off-hire clause is much broader reaching in Shelltime 4 than in Baltime 1939 for instance.

In NYPE 93 clause 17, different off-hire events are listed, and it does contain a "catchall"-phrase that is common: "*...or by any other similar cause preventing the full working of the Vessel*". However, piracy is not explicitly listed as an off-hire event under this Charter Party form either. In NYPE 93 clause 21 though mutually excepts "*dangers and accidents of the sea*", that might in theory cover piracy to be a mutually excepted event, but this clause seems to fit if the vessel is lost or missing.⁶¹

In the BELCORE MARITIME CORPORATION V F. LLI MORETTI CEREALI SPA (THE MASTRO GIORGIS) [1983] 2 Lloyd's Rep 66 (hereinafter "*The Maestro Giorgis*") case, the vessel was chartered for a trip from South America to Italy on a NYPE form with the wording "*whatsoever*" added to finish the off-hire clause.⁶² The vessel was arrested due to allegations of the cargo being damaged. Prevented to leave Barletta for several days, Lloyd, J., stated that

⁵⁹ *The Saldanha*, p. 192.

⁶⁰ Todd (2010) p.45.

⁶¹ Todd (2010) p.45.

⁶² Coghlin (2014), p. 451.

the ship was set to be off-hire while under arrest; “*Where, as here, the word ‘whatsoever’ is added, any cause may suffice to put the vessel off-hire, whether physical or legal; the question in each case is whether it prevent the full working of the vessel for the services immediately required... no responsible person could use the vessel in the present case, so long as she was under arrest*”.⁶³ How would this reasoning play out if the event was a hijacking and the “*whatsoever*” wording had been added to the off-hire clause? In the sub-chapter below this additional wording will be looked closer at from further case law.

3.3.2 *The Saldanha case*

In *The Saldanha* the vessel was a Panamax size bulk carrier.⁶⁴ The vessel was on a charter for a period of 47 to 50 months under the terms of an NYPE Form of Charter Party. Whilst sailing through the transit corridor in the Gulf of Aden in February 2009, the vessel was seized by Somali pirates. The master was forced to sail the vessel to the waters of the Somali town Eyl, and it remained there until the 25 April when the pirates released her. However, it took until the 2nd of May before she reached an equivalent position to the location at which she was seized. The Charterers refused to pay hire between 22 February and 2 May.

Under a Time Charter, hire is payable continuously unless the Charterers can bring themselves within any exceptions. If there are any doubts about the meaning of exceptions, this would be resolved in favor of the Shipowners. Therefore, unless an event falls within the off-hire exceptions, a risk of delay will always lie with the Charterers.

The question that came before the Arbitration Tribunal was whether the detention by the Somali pirates, piracy or perhaps the effects of piracy entitled the Charterers to put the vessel off-hire in reliance upon clause 15 of the NYPE form of Charter Party. Clause 15 of the NYPE Charter Party provided as follows: “*That in the event of the loss of time from default and/or deficiency of men including strike of Officers and/or crew or deficiency of... stores, fire, breakdown or damages to hull, machinery or equipment, grounding, detention by average accidents to ship or cargo, dry-docking for the purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel, the payment of hire shall cease for the time thereby lost...*”.⁶⁵

⁶³ *The Maestro Giorgis*, p.68-69.

⁶⁴ *The Saldanha*.

⁶⁵ *The Saldanha*, p.186.

The Award on Preliminary Issues dated 8 September 2009 answered this negative, meaning that the detention by the Somali pirates could not constitute an off-hire event under the NYPE Charter clause 15. The Charterers appealed and tried to bring themselves within one or more of the following three causes that clause 15 contained: i) *“Detention by average accidents to ship or cargo”*; ii) *“Default and/or deficiency of men”*; iii) *“Any other cause”*.

When it came to the third cause iii) *“Any other cause”*, the Court noted that the wording of clause 15 was *“any other cause”* and not *“any other cause whatsoever”*. It was pointed out that this difference was significant and a reference to Rix J in *The Laconian Confidence* [1997] 1 Lloyd's Rep. 139, at p. 150 – 151 was made: *“In my judgment it is well established that those words [i.e., ‘any other cause’], in the absence of ‘whatsoever’, should be construed either ejusdem generis or at any rate in some limited way reflecting the general context of the charter and clause...”*. The Charterers in the case tried to argue that the wording *“any other cause”* also without the *“whatsoever”* part worked as a sweeping provision.

The judge did not accept the submissions made by the Charterer. In the judge's view, seizure by pirates stated a “classic example” of a totally extraneous cause. The judge stated that overall and whether regard to the effects of piracy or both, the incident stayed a totally extraneous cause, that fell outside of any sweep up wording and agreed with the tribunals statement: *“We cannot accept any of these permutations [i.e., those contained in Charterers' argument.] They all seemed to us to be attempts to avoid the well known consequences of the wording in the form agreed by the parties. This act of piracy was not ejusdem generis. It did not arise out of the condition or efficiency of the vessel, or the crew, or the cargo, or the trading history, or any reasonable perception of such matters by outside bodies. Unlike a trading history which gave rise to typhus or a well-grounded suspicion of typhus, it was a truly extraneous cause. The effect of the bargain contained within clause 15, construed in its general context, was that Owners did not take the risk of the full working of the vessel being prevented by an extraneous cause such as piracy. The Charterers...did assume that risk.”*⁶⁶

The interesting take away with this case is that it seems like if the wording would have been phrased differently and included *“any other cause whatsoever”*, the Charterers probably

⁶⁶ *The Saldahna*, para 34.

would have been able to claim off-hire under clause 15. Instead, the seizure was recognized as a marine peril, but not such falling under clause 15 of the Charter Party and the appeal was dismissed.

3.4 Rerouting to avoid piracy

There are many things a Shipowner can do to actively avoid piracy, one of them is to reroute when necessary. At times rerouting to avoid piracy may cause conflict of interest, sometimes the routes the Shipowner would prefer to minimize the risk of hijacks may lead to a route that is longer and will therefore cost the Charterer both money and time depending on what rights the Shipowner have in the Time Charter. In the East African region, Shipowners sometimes want to reroute via, the much longer, Cape of Good Hope, while the Charterer wants to transit through the Gulf.⁶⁷

In these sorts of scenarios it is clear that it is in the Shipowner's interest to protect the vessel and its crew, while ensuring that cargo reaches its destination and recipient, all this while avoiding being hijacked (which could most often lead to paying ransom) and of course avoid having potential loss of earnings during detention. While the Charterer wants the on-hire time to be as effective as possible, not taking any time-consuming re-routes.

The point of mentioning this particular issue termed rerouting is that if the parties do not deal with this in the Time Charter Party, then the Shipowners may have a possible defense against a claim for breach of their obligation to prosecute the voyage with "*outmost dispatch*" since they would be allowed to deviate from the direct geographical route to avoid danger (potential piracy).⁶⁸ In *Duncan v. Kloster (The Teutonia)* [1872], L.R. 4 P.C. 171 (*hereinafter*: "*The Teutonia*"), it was held that the master could deviate for the purpose of avoiding the danger, only if he received credible information that if he continues in the planned course of the voyage, the vessel would be exposed to some imminent peril, as for instance, that there are pirates in this course.⁶⁹

For the West African region, it is possible that the Shipowners would like to deviate from the planned route and go much further from the coastal waters and consume more time in

⁶⁷ Ellevsen (2009), p.1.

⁶⁸ Ellevsen (2009), p.1.

⁶⁹ Ellevsen (2009), p.1.

reaching destination. Taking into consideration that piracy attacks carried out by Nigerian pirates have been reported to have taken place over 200 nautical miles from the coastline.⁷⁰

3.4.1 The three Time Charter Parties in relation to rerouting

How is rerouting dealt with under the three different Time Charter forms, Baltimore 1939, Shelltime 4 and NYPE 93?

Baltimore 1939 does not contain a specific clause about rerouting, however the vessel could not be put off-hire in such case since clause 11 is extremely narrow and further in clause 9 the Master only has an obligation to carry out the voyages with the “*utmost dispatch*”. It is therefore presumable that in case of rerouting the Shipowners would under Baltimore 1939 benefit from the outcome of *The Teutonia* mentioned above. However, Baltimore 1939 does contain the Conwartime 1993 clause (clause 20) which could be used and triggered if the area has become a hotspot, further explained in **sub-chapter 3.8** below.

Under Shelltime 4 the vessel could be considered off-hire if the rerouting is said to be a breach of order (basically if the vessel was ordered in one route and it takes another) in clause 21 (a) (ii), read as follows: 21. (a) “*On each and every occasion that there is loss of time (whether by way of interruption in the vessel’s service or, from reduction in the vessel’s performance, or in any other manner); (ii) due to industrial action, refusal to sail, **breach of orders or neglect of duty on the part of the master, officers or crew***”. Considering how the general obligations in Shelltime 4 is divided, this is not surprisingly to see.

On a NYPE 93 Time Charter the Master is obligated to perform the voyages with “*due dispatch*”, ref. clause 8 (a). The off-hire clause 17 is not opening for such a wide interpretation as in Shelltime 4. Which leads to a similar standing point as in Baltimore 1939, where the Shipowners can benefit from the result in *The Teutonia* case mentioned previously. The NYPE 93 also contains a type of war clause in clause 31 (e) (i): “... *The **Vessel shall not be required**, without the consent of the Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in ... or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest...*”. This clause could potentially be used if the Shipowner decides to reroute to

⁷⁰ Annex I, p. 22.

avoid danger such as piracy, however it seems to be drafted more towards the next topic of unsafe ports.

3.5 Unsafe port

Whether a port is considered safe or unsafe is a question of maritime security. So, what is considered a “safe” port? In the case of *LEEDS SHIPPING V SOCIÉTÉ FRANÇAISE BUNGE (THE EASTERN CITY)* [1958] 2 Lloyd's Rep. 127, Sellers, L.J stated at p.131: “*a port will not be safe unless, in the relevant period of time, the particular **ship can reach it, use it and return from it without, in the absence of some abnormal occurrence, being exposed to danger which cannot be avoided by good navigation and seamanship, it would probably meet all circumstances as a broad statement of law***”.

Vessels may be ordered by Charterers to proceed to certain ports, for the purpose of trade, but at times some ports are to be considered unsafe. For instance, a port could be considered unsafe due to an active war. Back in the days the Persian Gulf contained many ports which were at the time to be considered unsafe due to the invasion of Kuwait and how that escalated. Charterers may want to trade by a specific port, while Shipowners do not consider the port safe and might fear the vessel being hijacked by pirates. How should such a conflict of interest be treated, meaning when can a Shipowner refuse to go to a port based on the security level.

Since there is no special provision, *The Doric Pride* and *The Global Santosh* leads the way to what the initial question constitutes of.⁷¹ The overall question that must be answered whether the risk relates to the navigation of the vessel or the management of the vessel on the one hand, which would fall under responsibility of the Shipowner, or to the employment or trading of the vessel, which would fall on the Charterer.⁷² As has been described **in sub-chapter 3.2**, even if the risk apparently falls on one side, there is no general proposition that such maritime security issues will automatically fall on Shipowners side or Charterers side.⁷³ Issues of causation can require that an examination, a detailed one, of the facts should be carried out to be able to determine if the cause of any loss still would fall within the prima facie risk.⁷⁴

⁷¹ Swansea University (2018) p.54.

⁷² Swansea University (2018) p.54-55.

⁷³ Swansea University (2018) p.55.

⁷⁴ Swansea University (2018) p.55.

If the port is considered unsafe due to security issues that are characteristic of the port, then liability will ordinarily fall on the Charterers, as was the case in *The Lucille*⁷⁵, *The Evia (No.2)*⁷⁶ and *The Chemical Venture*⁷⁷ for instance.⁷⁸ At what time should one consider the safety of a port? The issue of whether a port is safe is to be determined at the time the Charterers ordered the vessel to proceed to that port.⁷⁹ So, for the cases where a port becomes unsafe after the vessel has arrived, then the liability for bringing the vessel to an unsafe port will not fall on the Charterer.⁸⁰ This is what constituted the case of K/S PENTA SHIPPING A/S V ETHIOPIAN SHIPPING LINES CORPORATION (THE “SAGA COB”) [1991] 2 LLOYD’S REP 398; [1992] 2 LLOYD’S REP 545 (hereinafter referred to as “*The Saga Cob*”). However, there is a secondary obligation on the Charterers to leave a port (where possible) if it becomes unsafe while the vessel is there.⁸¹

3.5.1 *The Saga Cob case*

In *The Saga Cob* case, the vessel was chartered to carry aviation fuel on a Shelltime 3 standard Charter Party form. In Shelltime 3, clause 3 contained due diligence obligation regarding safety of the nominated ports. The dispute between the parties to the Time Charter arose in connection with an attack on the vessel carried out by Eritrean guerillas. The attack was carried out while the vessel was anchored about four miles northeast of the Massawa harbor entrance, an Ethiopian port that the chartered vessel in question in fact had called at (successfully) over 20 times.

The vessel was severely damaged, including damage to hull, engine room and steering gear to mention some. Shipowner opened a case against the Charterer claiming damages for breach of the safe port warranty. The Court was given the task to decide whether at the time the vessel was ordered, the designated port was safe for to use. The case came before two instances, at first instance, Diamond J ruled that the port was unsafe and therefore, the Charterers were

⁷⁵ UNI-OCEAN LINES PTE. LTD. V. C-TRACE S.A. (THE “LUCILLE”) [1984] 1 Lloyd’s Rep 244.

⁷⁶ KODROS SHIPPING CORPORATION v. EMPRESA CUBANA DE FLETES (THE “EVIA” (NO. 2)) [1982] 2 Lloyd’s Rep 307.

⁷⁷ PEARL CARRIERS INC v. JAPAN LINE LRD (THE ‘CHEMICAL VENTURE’) [1993] 1 Lloyds Rep 508.

⁷⁸ Swansea University (2018) p.55.

⁷⁹ Swansea University (2018) p.55.

⁸⁰ Swansea University (2018) p.55.

⁸¹ Todd (2010) p.46.

liable for breach of the obligation set out in clause 3. At the second instance this was reversed, however Diamond J's understanding of future safety of the port presents a certain theoretical interest. Diamond J stated that in order to determine whether the Charterer fulfilled his contractual obligation in ordering the vessel to a safe port, one must consider if there was a foreseeable risk of danger to the vessel at the time of nomination.⁸²

3.5.2 The three Time Charter Parties in relation to unsafe ports

How does Baltimore 1939 regulate the issue of unsafe ports? The conclusion is the same as in 3.3.1 above; The off-hire clause 11 is extremely narrow, the Master clause 9 only puts an obligation of carrying out the voyage with the utmost dispatch, and finally there is an inclusion of the Conwartime 1993 in clause 20. Clause 20 (B) could actually be activated easily if there are uncertainties in the specific region since it states that "*The vessel shall not be ordered or required to continue to or through ...any port where it appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks...*". So, from a Shipowners perspective, the division of risks are divided in a fair manner since the Shipowners could refuse the order of the vessel when the war clause 20 is triggered.

Under Shelltime 4, yet again the vessel could be put off-hire under clause 21 (a) (ii) refusal to sail and breach of orders. However, under clause 35 war risks are dealt with, and (b) gives the Shipowners a right to notify the Charterers and for them to make a decision within 48 hours. Accordingly, here the Shipowners are not as protected and in position of power as in Baltimore 1939, but the war risk provides with a valuable exception towards the Shipowners (provided that the Charterers agree in their decision). However, Shelltime 4 clause 4 (c) imposes an obligation on the Charterer to use "*due diligence to ensure that the vessel is only employed between and at safe places (which expression when used in this charter shall include ports, berths, Wharves, docks...)...*". Yet, Shelltime 4 is drafted in favour of the Charterer and further in clause 4 (c) there is a disclaimer stating that "*Notwithstanding anything contained in this or any other clause of this charter, Charterers do not warrant the safety of any place to which they order the vessel and shall be under no liability in respect thereof except for loss or damage caused by their failure to exercise due diligence as aforesaid*". This means that the obligation is simply to exercise due diligence and the Charterers can avoid liability if they can

⁸² *The Saga Cob*, at 406.

prove that they have exercised reasonable care and skill when selecting the port. This combined with the minimal right of Shipowner to refuse sailing to unsafe ports in clause 21 (a) (ii) and Clause 35 (b), clearly puts the Shipowner in a less favourable situation.

In NYPE 93 clause 5 the vessel is restricted with trading limits so that the vessel “*shall be employed in such lawful trades between safe ports and safe places*”. This clause could be used in favor of the Shipowner, for him to refuse sailing to a port that would not be considered safe. Further, the Master shall perform the voyages with “*due dispatch*” under clause 8 (a) and is under the orders of the Charterers, however in the following clause 8 (b) the dissatisfaction with the Masters conduct will only lead to investigations of the matter from the Shipowners side. As stated in the previous **sub-chapter 3.4.1**, the off-hire clause 17 does not open up for an inclusion of putting the vessel off-hire if the Shipowner decides to reject an order. Clause 21 may come in handy for the Shipowner if the off-hire clause is widened to benefit the Charterer (as explained in **sub-chapter 3.3.1**), as “*all dangers and accidents of the seas*” could be a mutually exception under the NYPE 93.

3.6 Piracy clauses

Increasingly, the risks related to maritime security and piracy are today subject to special clauses that can be inserted to a Time Charterer Party.⁸³ Special piracy clauses for Time Charters has been developed by the two main vessel owner industry groups, BIMCO and INTERTANKO. Under this sub-chapter a critical analysis will be made of these and how they would co-exist under the three Time Charters used as an illustration in this thesis. Other types of clauses that may become relevant will be highlighted in following sub-chapters.

The clauses developed are available for INTERTANKO and BIMCO members on their respective websites.⁸⁴ The clauses; BIMCO Piracy Clause for Time Charter Parties 2013 paragraph (a) and (b), and INTERTANKO Piracy Clause – Time charterparties 1 and 2 (c), will allow for the Shipowner to choose an alternative route if it is viewed, by master/ Shipowner, that the planned route is unsafe due to piracy in the area.⁸⁵ A master will have an authority to

⁸³ Swansea University (2018) p.55.

⁸⁴ Gard News 195 (2009).

⁸⁵ BIMCO Piracy Clause for Time Charter Parties 2013, paragraph (a) and INTERTANKO Piracy Clause – Time Charterparties.

re-route anyways, but what the clause does is that it makes it clear that re-routing will not expose the Shipowner to claims for breach of charter, for example that there has been a failure to prosecute the voyage with “*due/utmost despatch*”.⁸⁶

What if the area becomes a high-risk area exposed to piracy, after the vessel has entered? The piracy clause will then allow for the Shipowner to decide to leave the area: “...*Should the Vessel be within any such place as aforesaid which only becomes dangerous, or may become dangerous, after entry into it, the Vessel shall be at liberty to leave it.*”⁸⁷

Furthermore, it is important to keep in mind that these special piracy clauses are developed by organisations that are established by vessel Shipowners. This comes with the advantage that the clauses will keep the vessel on-hire during possible preventative measures or actual hijacks. For instance, as clearly worded in BIMCO Piracy Clause for Time Charter Parties 2013, paragraph (f): “*If the Vessel is seized by pirates the Owners shall keep the Charterers closely informed of the efforts made to have the Vessel released. The Vessel **shall remain on hire** throughout the seizure and the **Charterers’ obligations shall remain unaffected**, except that **hire payments shall cease as of the ninety-first (91) day** after the seizure until release. The Charterers shall pay hire, or if the Vessel has been redelivered, the equivalent of Charter Party hire, for any time lost in making good any damage and deterioration resulting from the seizure. **The Charterers shall not be liable for late redelivery under this Charter Party resulting from the seizure of the Vessel**”.*

The interesting part is that so far in this thesis, having gone through the different standard clauses that piracy may fall within (especially in regard to the off-hire clauses) none has been this explicit about piracy. Above is a clause clearly stating what would be the outcome of division of risk in case of a piracy attack. While without such, a lot is still left to interpretation based on the specific facts of the case and with guidelines throughout previous case law.

If a vessel is captured and hijacked for 90 days, this can amount to extreme amounts for the Charterer to be liable for. Costs that the Charterer would be liable in such a case can include various types of cost, personal injury claims, pollution etc. Inserting such a piracy clause

⁸⁶ Gard News 195 (2009).

⁸⁷ BIMCO Piracy Clause for Time Charter Parties 2013, paragraph (a).

would then conflict with an off-hire clause in the same Time Charter that includes piracy explicitly in its wording, or a wording that would sweep all such as “*any other cause whatsoever*”.

Piracy clauses will probably vary with the intent to suit different markets, tanker clauses (which often is the case of Time Charters, like Shelltime 4) will to a higher degree favour the Charterer.⁸⁸ However, depending on the bargaining power of the parties to a Time Charter, the piracy clauses inserted into the Charterparties may also follow the general structure of these clauses.⁸⁹

Another option is for the Charterer is to push for a type of Time Charter that is drafted to prioritize the Charterer, NYPE 93 for instance, and in which a piracy clause can be incorporated to strengthen the Charterers position even further, i.e.: “*Charterers shall have the right to order the vessel to transit via the Suez Canal and/or the Gulf of Aden during the course of this Charterparty. Charterers shall contribute towards additional insurance premiums incurred by Owners in this respect up to an aggregate maximum amount of USD ... any one transit, subject to presentation of usual vouchers if requested by Charterers*”.⁹⁰

These clauses can be amended to maybe reach a more balanced risk allocation for both parties. A Shipowner probably does not want to lose hire, while a Charterer does not want to be liable for all costs in preventative measures and to pay hire while the vessel is captured. A possible solution would be to amend it so that the Shipowner would be liable for preventative measures taken, the Charterer could agree to pay any increased insurance premium if ordering the vessel to a high-risk area, and if the vessel is captured by pirates, then the Charterer would only take on liability for hire up to 45 days (and not 90 as in the BIMCO Piracy Clause). This just provides a simple illustration that it is possible to meet halfway on different points, however a negotiation is always individual, and it will highly depend on the economic position of the two parties involved.

⁸⁸ Todd (2010) p.48.

⁸⁹ Todd (2010) p.48.

⁹⁰ Gard News 195 (2009).

3.7 Anti-piracy clauses

The anti-piracy clauses shall not to be mixed up with the Piracy Causes explained above in **sub-chapter 3.6** that are developed by BIMCO and INTERTANKO. Therefore, such clauses will not be analysed in detail, but briefly mentioned in this sub-chapter.

What purpose does the **anti-piracy clauses** serve? They are there to in a well-adjusted way give the parties to a Time Charter certain rights in terms of avoiding piracy, which would not have to be triggered by the criteria that the War Clauses, further explained below, are based on. For instance, the allocation of costs incurred when re-routing or in a possible ransom situation.⁹¹ The more clarity that is provided in a Time Charter Party, the less is the chance for disputes based on ambiguities on who's responsibility the risk falls on.

3.8 War Clauses

Time Charterparties can also include a war clause, for example Conwartime 2013. These types of clauses may be triggered by a piracy event, but not all. The war clauses that relate to Time Charter Parties will allow the Shipowner to refuse to enter a zone which is occupied by war.⁹² If the Shipowner agrees to do so anyways, the Charterer will have to bear additional costs, such as increased premiums. War clauses may be triggered by a piracy event if a constant threat of piracy is the reality in an area and it becomes a hotspot. In such cases it is very likely that a war clause can be triggered.⁹³

As has been previously pointed out, Baltime 1939 clause 20 contains a War clause that has incorporated Conwartime 2013, and it does explicitly mention "*acts of piracy*" as defined war risk. Further, NYPE 93 contains clause 31 (e) WAR CLAUSES where (i) also explicitly reference to "*piracy*".

3.9 Points to consider

What should the parties consider carefully when entering a Time Charter Party that allows for the vessel to be operating in high-risk areas? The considerations will highly depend on the position of the parties, what industry they operate within and whether they are acting as a Shipowner or Charterer in the particular contract. Overall, the thesis has clearly highlighted that it

⁹¹ Ellevsen (2009), p.3-4.

⁹² Todd (2010) p.48.

⁹³ Todd (2010) p.48.

is of importance what type of Time Charter Party the parties choose to base the agreement on. In short terms, the Shipowner wants to protect his rights to be able to reroute in case of piracy threats along the route, to reject unsafe ports in case of piracy and to still have the vessel on hire in case of piracy. Obviously, Baltime 1939 is a great option for this sort of position, but with such a type of Time Charter Party the Charterer on the other hand would want to at least widen the cases of off-hire scenarios.

If a Charter Party is based on a more Charterer “centric” type such as Shelltime 4, then it could be beneficial for the Shipowner to insert a Piracy Clause (from BIMCO) that would allow the Master a discretion to refuse to travel through areas that in his or the Shipowner’s judgment would put the vessel, cargo, crew or other persons in danger to actual or threatened acts of piracy. Very important is that the Shipowner could exercise this right irrespective of whether the risk existed at the time of entering the Charter Party or thereafter. This could be used both for rerouting and in terms of unsafe ports.

3.9.1 Creativity to the drafting of a Time Charter Party

There is nothing in the way to bring creativity into drafting of the Time Charter Party. In general terms, the Charterer could be creative in its drafting and negotiation.

The Charterer could include a definition of “Pre-Existing War risks”. The concept of “Pre-Existing War Risks” would have to be defined in the Time Charter and should be defined as: “War Risks that exists at the date of the entrance of the Charter Party.” This would be suitable where a vessel is being chartered for use within a limited geographic area, West-Africa for instance, and the Shipowners will or should have advance knowledge of the War Risks in the area. The “Pre-Existing War Risk” would work in a way so that the War Risk Clause in the Time Charter, CONWARTIME 2013 as an example, would only be triggered and protect the Shipowner if the vessel is exposed to War Risks **other than** “Pre-Existing War Risks”.

With such a concept implemented into the War Risk Clause the parties to a Time Charter Party will achieve a balance with regards to potential threats and risks. How likely it would be that a Shipowner would accept such creativity, is another question.

4 Conclusion

4.1 Concluding remarks

It has been challenging to connect the hot topic of piracy in the West African region with Time Charter Parties and their traditional clauses, together with special clauses developed for the purpose of piracy. However, the aim has been to shed light on the fact that these clauses do provide more certainty when it comes to piracy events and that the form of Time Charter Party chosen will impact this allocation of risks. The importance of handling risks of piracy in a Time Charter cannot be stressed enough. The thesis has highlighted the fact that piracy still occurs, and in its trend it is now fast, and violent hijackings directly connected to the global trade and maritime industry.

To sum up the previous **sub-chapters 3.3, 3.4 and 3.5**, what is a Time Charter left with if only the traditional clauses that piracy events may be regulated under are implemented, but without the special clauses developed for piracy and war-risks?

Baltimex 1939 is constructed in favour of the Shipowner, and the traditional clauses are no exception to this initial position. If there are no additional piracy clauses or amended off-hire clauses including piracy, then the vessel will in principle remain always on-hire. Including the times when the Shipowner decides to reroute or refuse calling specific ports that he considers dangerous.

In Shelltime 4, would the traditional clauses be sufficient for a Charterer to safeguard himself against risks in connection with piracy? In broad terms, yes. It is hard for the Shipowners to claim that a piracy event would not fall under off-hire. However, the question remains if the Shelltime 4 wording is clear enough “*any other similar cause preventing the efficient working of the vessel*” in clause 21 (a) (i). Taking cases like *The Maestro Giorgis* and *The Saldanha* into consideration it might be wise to add the “*whatsoever*” wording to strengthen the Charterers position in case of piracy events. Further, Shelltime 4 is well regulated from a Charterers perspective when it comes to rerouting and safe port obligations.

Even though NYPE 93 is supposed to be a Time Charter that allocates risks somewhere in between Baltimex 1939 and Shelltime 4, it is safe to say that there are great reasons as to why BIMCO also recommends this Charter Party form, even if it is not BIMCO developed. The Shipowners are the ones who benefits the most from this type of Time Charter Party, as has

been pointed out in Chapter 3 of this thesis. The Shipowner could easily go with the wording in NYPE 93 and would not incur any problems in relation to events such as piracy. However, when drafting and negotiating such Time Charter Party, the Shipowner should be observant, so the wording does not change to “*any other cause whatsoever*” in the off-hire clause in NYPE 93 or similar worded Charter Party.

On more general terms, the off-hire clause in a Time Charter Party is vital to negotiate on, from both a Shipowners perspective and a Charterers perspective. The thesis has focused heavily on the off-hire clauses as it is of essence in the whole Time Charter Party. To sum it up, the Shipowner would want to narrow down the off-hire events in Shelltime 4 clause 21, while the Charterer would want to include a wording like “*any other cause whatsoever*” in NYPE 93 clause 17. Now, how this would be done in reality is another discussion and will again depend on the position of power in the negotiations.

Having in mind the current piracy trends that the West African region is faced with today, the BIMCO piracy clause puts a large risk on the Charterers. Since the vessel would not become off-hire for the first 90 days, while most hijacks in the region is carried out a lot faster. This is a clear example as to why it is important to follow what the current trends are in terms of piracy, as the days of on-hire could be negotiated and thereby the division of risk would be balanced out to match today’s type of piracy.

4.2 Concluding thoughts on the future

Although the global piracy has reached a 27 year-low, IMB warns the shipping industry to not become complacency.⁹⁴ This thesis having focused on the West African region, Gulf of Guinea, a takeaway from the IMB is: “*The number of kidnappings recorded in the Gulf of Guinea in the last quarter is the lowest since the second quarter of 2019, but pirates continue to target all vessel types throughout the region,*”⁹⁵

The piracy situation should be taken seriously, as it does not only affect international trade and the maritime industry, but also directly human lives by crews suffering heavy violence. Despite taking the issue of piracy serious it will not disappear and therefore, how its handled

⁹⁴ Walnwright (2021).

⁹⁵ Walnwright (2021).

in the Time Charters still matters to the parties involved. The IMB-PRC has welcomed the announcement of the launch of Nigeria's Deep Blue Project, in addition to the creation of the Gulf of Guinea Maritime Collaboration Forum.⁹⁶ These forums will be complimentary initiatives that shall be supported, applauded, and sustained while the fight against piracy continues in the West African region.

Can the piracy attacks decrease with the same strategy as was done in terms of East Africa when this was the hotspot for piracy? Dr. Ifesinachi Okafor-Yarwood (Maritime Governance and Security Expert, University of St. Andrews) claims that it is not possible to defeat piracy in the West African region with the same strategy that was used to bring pirate attacks to a minimum in the East African region.⁹⁷ The context of the two regions is very different, Somalia being a "failed" nation, while the West African countries will not accept having their sovereignty undermined.⁹⁸

Following the very recent event in the Gulf of Guinea (24th of November 2021 mentioned in **Abstract**) BIMCO's Head of Maritime Safety and Security Jakob Larsen made a clear statement on behalf of the organisation:

*"We hope this incident will have a deterrent effect on pirate groups considering attacking shipping in the Gulf of Guinea. For too long Niger Delta based pirate groups have been allowed to operate almost unhindered in the world's number one piracy hotspot: The Eastern Gulf of Guinea. We continue to call for all naval forces in the area to further increase the pressure against the pirate groups and act with determination and in accordance with international law."*⁹⁹

⁹⁶ Annex I, p.25.

⁹⁷ VICE News (2021), from 08:00 min.

⁹⁸ VICE News (2021), from 08:00 min.

⁹⁹ BIMCO News and Trends (2021).

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6 Annex I

Annex I start on the following page and has been provided by DNK for the purpose of this thesis.



ICC INTERNATIONAL MARITIME BUREAU

**PIRACY AND ARMED ROBBERY
AGAINST SHIPS**

REPORT FOR THE PERIOD

1 January – 30 June 2021

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July 2021

INTRODUCTION

The ICC International Maritime Bureau (IMB) is a specialised division of the International Chamber of Commerce (ICC). The IMB is a non-profit making organisation, established in 1981 to act as a focal point in the fight against all types of maritime crime and malpractice. The International Maritime Organization (IMO) in its resolution A 504 (XII) (5) and (9) adopted on 20 November 1981, has *inter alia*, urged governments, interest groups and organizations to co-operate and exchange information with each other and the IMB, with a view of maintaining and developing a coordinated action in combating maritime fraud.

Outrage in the shipping industry at the alarming growth in piracy, prompted the creation of the IMB Piracy Reporting Centre (IMB PRC) in Kuala Lumpur, Malaysia in October 1992.

The key advantages and services of the PRC are:

- A 24/7 manned operations centre.
- A single point of reporting for all vessels affected by piracy or armed robbery, as they trade through many different jurisdictions.
- Notifying the appropriate response agency of the reported incident and liaising with these agencies until the crew and vessel are safe.
- Warning vessels in the vicinity of a threat by broadcasting sitreps of incidents via Inmarsat-C SafetyNET service.
- Alerting CSOs and vessel managers of incidents via email.
- Keeping the International Maritime Organisation (IMO) updated of reported incidents.
- Assisting local law enforcement in apprehending and bringing the criminals to justice.
- Publish comprehensive quarterly and annual reports detailing incidents reported to the PRC.

The IMB PRC provides all its services *free of charge* to all ships irrespective of crew nationality, ownership, or flag.

This report is an analysis of 68 global maritime piracy and armed robbery incidents reported to the IMB PRC from 1 January to 30 June 2021. Incidents are occasionally reported late, resulting in changes to the tables and figures in subsequent reports.

Due to the continued debate concerning the Malacca Straits, these narrated incidents are shown separately. Similarly, because of the vast area affected by Somali pirates, these incidents are grouped together with the Gulf of Aden and Red Sea in the narrations section.

For further details on the anti-piracy service or to report an incident contact the 24-hour manned IMB PRC at:

ICC International Maritime Bureau
PO Box 12559, 50782 Kuala Lumpur, Malaysia
Tel ++ 60 3 2078 5763 Fax ++ 60 3 2078 5769
E-mail: piracy@icc-ccs.org / imbkl@icc-ccs.org
WhatsApp / Telegram: +60 11 2659 3057
24 Hours Anti-Piracy HELPLINE Tel: ++ 60 3 2031 0014

DEFINITIONS OF PIRACY & ARMED ROBBERY

The IMB PRC follows the definitions of Piracy as defined in Article 101 of the 1982 United Nations Convention on the Law of the Sea (UNCLOS) and Armed Robbery as defined by the International Maritime Organisation (IMO) in its 26th Assembly session as Resolution A.1025 (26) “Code of Practice for the Investigation of Crimes of Piracy and Armed Robbery against Ships”.

Article 101 of UNCLOS defines Piracy as:

Definition of Piracy consists of any of the following acts:

(a) any illegal acts of violence or detention, or any act of depredation, committed for private ends by the crew or the passengers of a private ship or a private aircraft, and directed-

(i) on the high seas, against another ship or aircraft, or against persons or property on board such ship or aircraft;

(ii) against a ship, aircraft, persons or property in a place outside the jurisdiction of any State;

(b) any act of voluntary participation in the operation of a ship or of an aircraft with knowledge of facts making it a pirate ship or aircraft;

(c) any act of inciting or of intentionally facilitating an act described in subparagraph (a) or (b).

IMO Resolution A.1025 (26) “Code of Practice for the Investigation of Crimes of Piracy and Armed Robbery against Ships” defines Armed Robbery as:

Armed robbery against ships means any of the following acts:

.1 any illegal act of violence or detention or any act of depredation, or threat thereof, other than an act of piracy, committed for private ends and directed against a ship or against persons or property on board such a ship, within a State’s internal waters, archipelagic waters and territorial sea;

.2 any act of inciting or of intentionally facilitating an act described above

The definitions of piracy and armed robbery are aimed to assign responsibility for responding to these illegal acts. It is worth noting that these definitions do not consider the resulting consequence on the crew, vessel and cargo, which in IMB’s experience ranges from opportunistic theft, cargo theft, taking crew hostage, assault and injury, kidnapping and in some cases death of a crew member.

It is vital that all actual and attempted incidents at the time of, or shortly after, the incident are reported and recorded.

This is the first essential step in the response chain.

Under the definitions of Piracy or Armed Robbery, the IMB PRC reports incidents as follows:

1. **Boarded:** An illegal act of perpetrators successfully gaining access onto the vessel.
2. **Hijacked:** An illegal act of perpetrators successfully gaining access onto the vessel and taking over the control of the ship from the Master and crew.
3. **Fired Upon:** An illegal act of perpetrators discharging weapons towards the vessel while attempting to gain access onto the vessel.
4. **Attempted:** An illegal act of perpetrators attempting to approach a vessel with possible intention to board but remain unsuccessful due to the timely actions of the crew.

The consequences to the crew, vessel, or cargo, as a result of the above illegal acts:

1. **Crew:** Kidnap, hostage, death, threat, assault, injury, missing.
2. **Vessel:** Damage, especially due to the discharge of weapons or when perpetrators willfully damage vessel equipment and property.
3. **Cargo:** Theft or damage to cargo.

Region specific severity of incident on Crew, Vessel and Cargo: (Chart G)

As several agencies define and categorise incidents differently, the IMB reports under three generic Severity Levels – I, II, and III determined by the effect the incident has on the crew, vessel and cargo.

Severity Level I: Any incident which has a direct impact on the crew. To include:

- a. Crew being taken hostage, assaulted, injured, killed, kidnapped, missing, threatened;
- b. A hijacking where the command of the ship is taken over by those boarding;
- c. An incident where the crew retreats into the citadel.

Severity Level II: To include a vessel being fired upon, security teams firing on approaching threat, robbers / pirates identified with weapons of any type (violence is offered) whether boarded or otherwise.

Severity Level III: To include an incident that does not fall into either Level I or Level II

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- Steamship Insurance Management Services Limited
- The North of England P&I Association Ltd
- The Standard Club Ltd
- Tsakos Shipping and Trading SA

The PRC is additionally non-financially supported by:

- ExactEarth (www.exactearth.com)
- Vesseltracker (www.vesseltracker.com)

TABLE 1: Locations of ACTUAL and ATTEMPTED incidents January - June 2017 – 2021

	Location	2017	2018	2019	2020	2021	
SE ASIA	Indonesia	19	25	11	15	5	
	Malaysia	3	2	3	2	1	
	Philippines	13	3	3	4	5	
	Singapore Straits	1			11	16	
	Thailand				1		
EAST ASIA	China	1	2	3			
ASIA	Vietnam		2		2	1	
INDIAN	Bangladesh	5	7		2		
SUB CONT	India	1	2	2	5		
AMERICAS	Brazil		2	2	2	1	
	Colombia	2		3	1	4	
	Dominican Republic			1			
	Ecuador	1	1	2	3	1	
	Guyana	1					
	Haiti		3		3	1	
	Mexico				4		
	Panama			1			
	Peru	2	3	4	4	9	
	Venezuela	6	7	6			
	AFRICA	Angola	1			4	3
		Benin		5	1	6	2
		Cameroon		2	1		1
		Democratic Rep. of Congo		1	1		1
		Equatorial Guinea			2	2	
		Gabon				2	2
		Ghana		5	3	1	3
Guinea			1	1	1		
Gulf of Aden*		2	1			1	
Ivory Coast		1		1	2		
Kenya		1					
Liberia				1			
Morocco				1			
Mozambique		1		1	3	1	
Nigeria		13	31	21	14	4	
Red Sea*		1					
Sao Tome and Principe					1	5	
Sierra Leone		4					
Somalia		4	1				
The Congo		1			1	1	
Togo		1	3	1			
REST	Iran	1					
OF	Iraq				1		
WORLD	Oman	1					
	Yemen	1					
Subtotal for six months		87	107	78	98	68	
Total at year end		180	201	162	195		

All incidents with * above are attributed to Somali pirates

CHART A: The following five locations contributed to 59% of the total of 68 incidents reported in the period January – June 2021

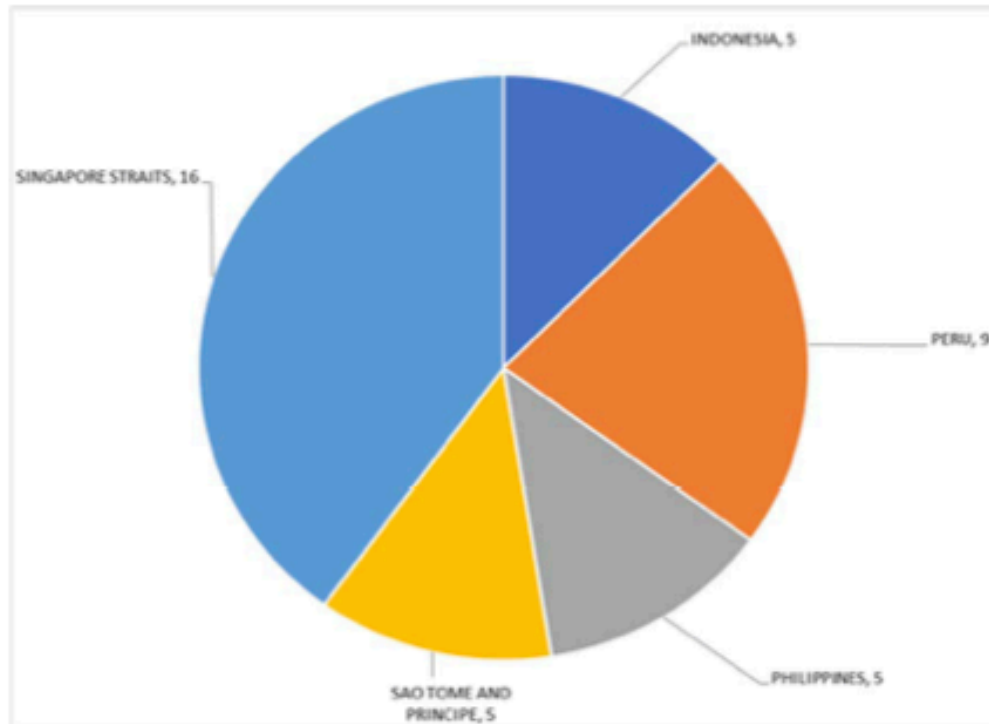


CHART B: Monthly comparison of incidents during January – June 2021

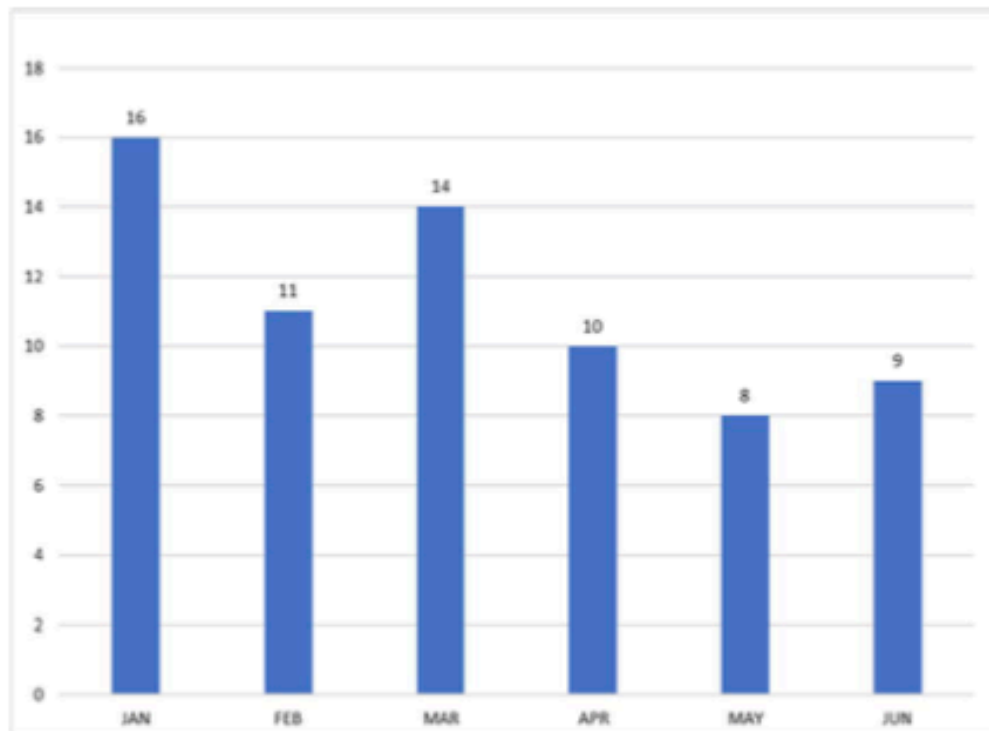


CHART C: Total incidents as per regions of the world January – June 2021

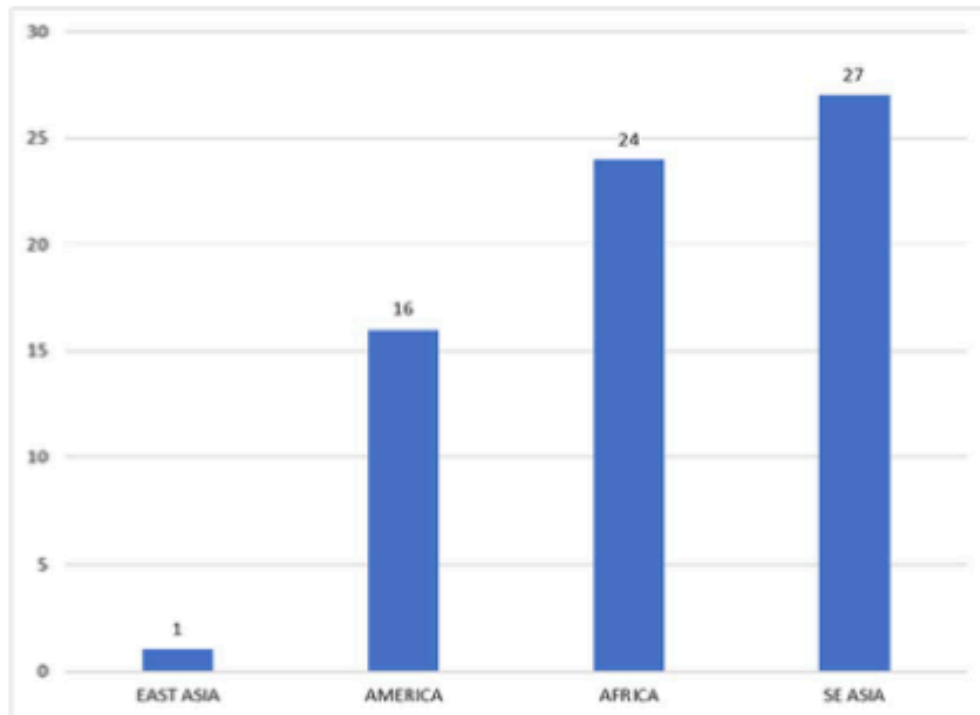
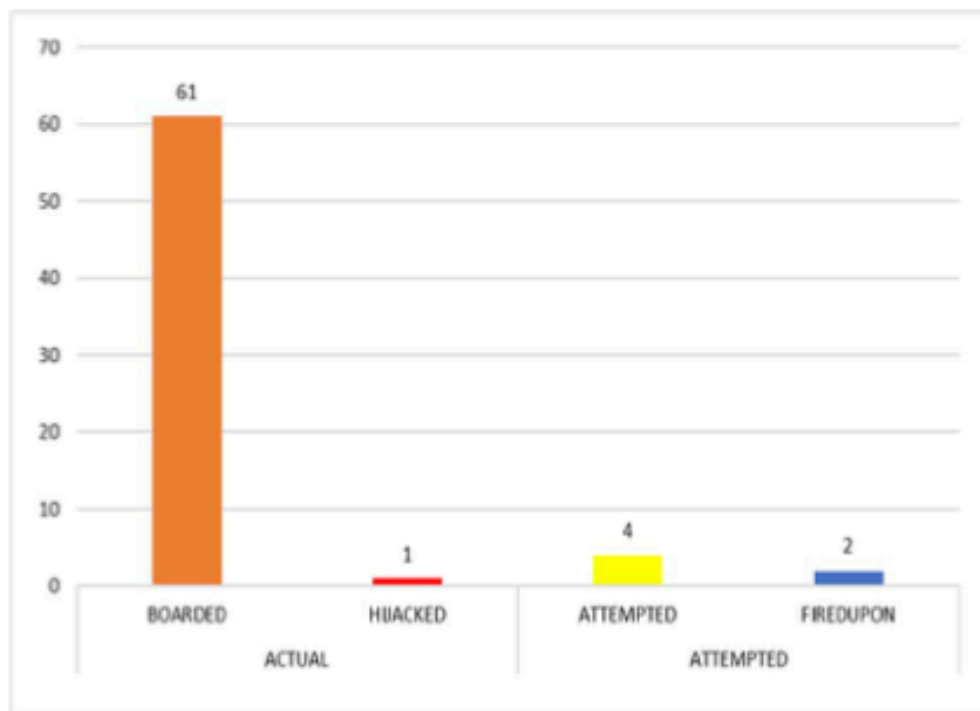
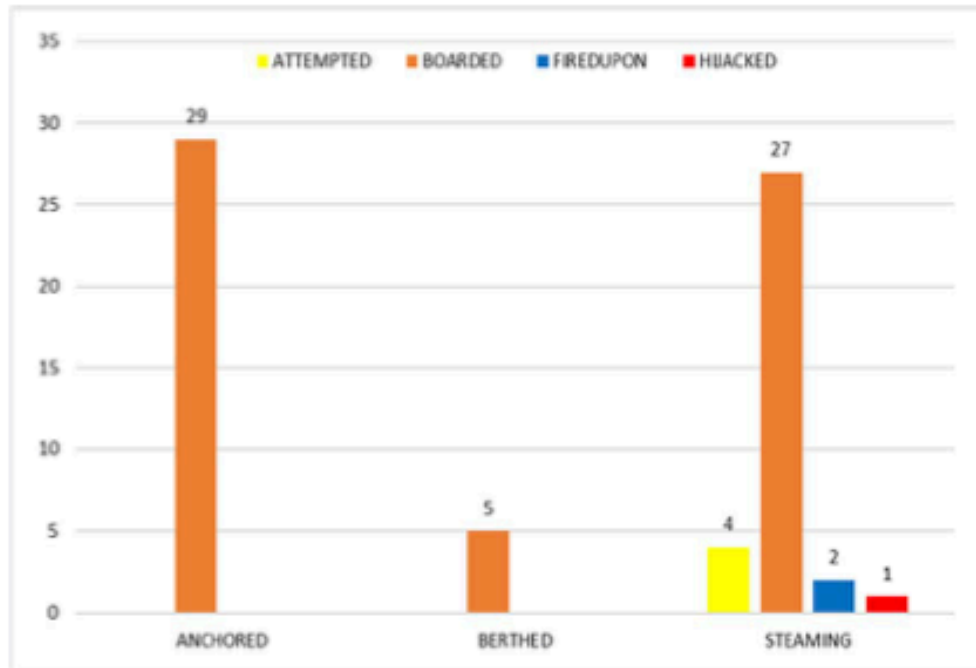


CHART D: Perpetrators successful in 90% of incidents. January – June 2021



**CHART E: Type of incident in relation to the status of vessel movement
January – June 2021**



**CHART F: Region specific type of incident in relation to the status of vessel movement
January – June 2021**

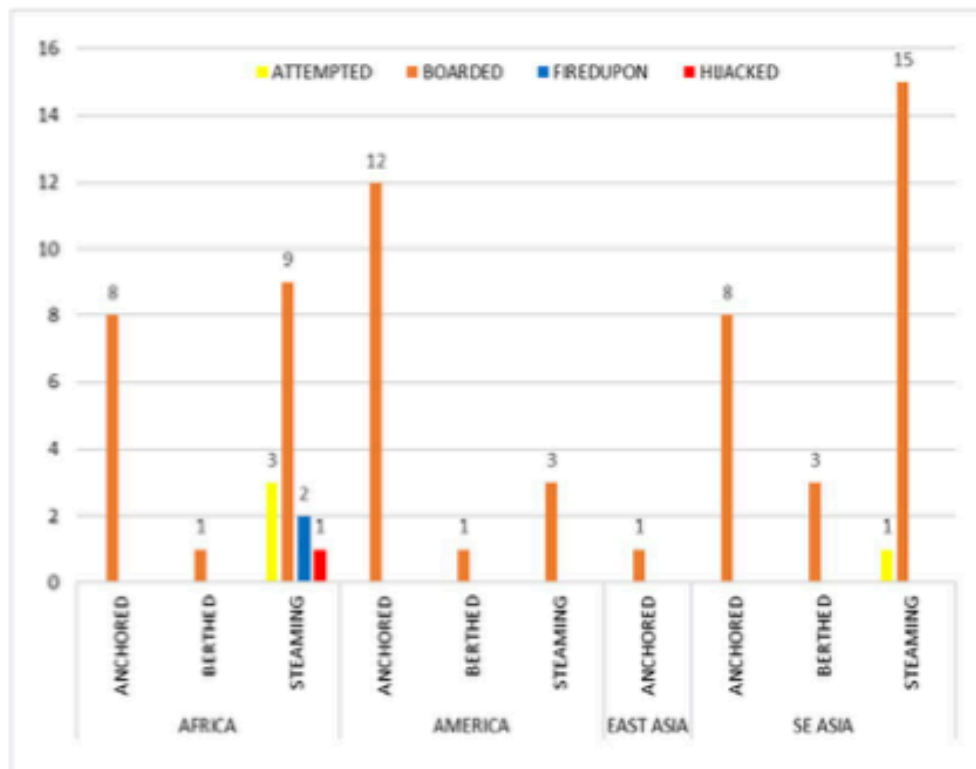


CHART G: Region specific severity of incident in relation January – June 2021
(Severity level I, II, III – see page 4 for clarification)

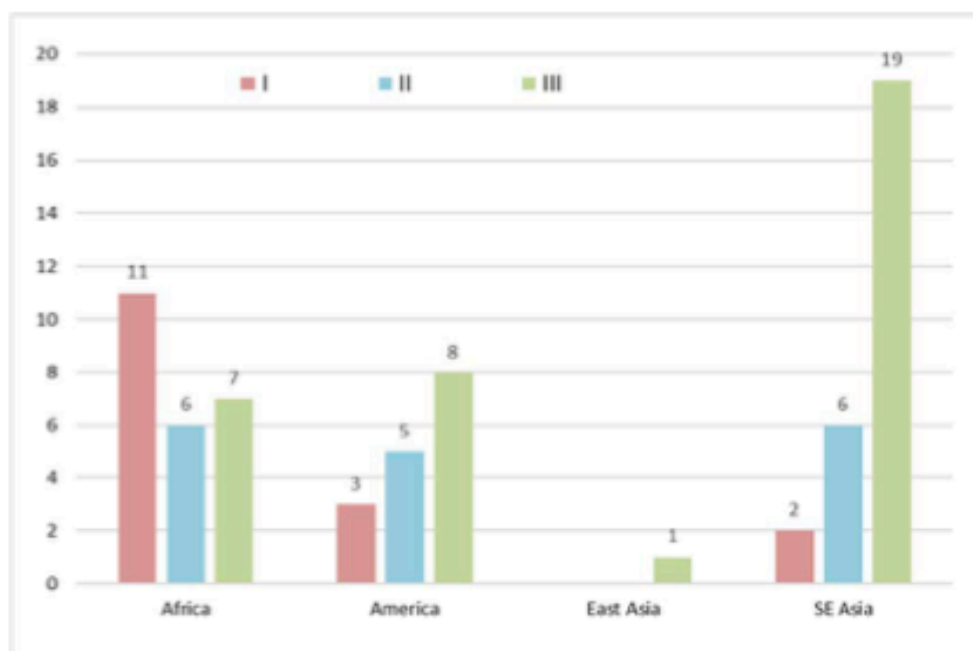


TABLE 2: ACTUAL and ATTEMPTED incidents by location, January – June 2021

Location	Actual attacks		Attempted attacks	
	Boarded	Hijacked	Attempted	Fired Upon
SE ASIA				
Indonesia	5			
Malaysia	1			
Philippines	5			
Singapore Straits	15		1	
EAST ASIA				
Vietnam	1			
AMERICAS				
Brazil	1			
Colombia	4			
Ecuador	1			
Haiti	1			
Peru	9			
AFRICA				
Angola	3			
Benin	2			
Cameroon	1			
Dem. Rep. of Congo	1			
Gabon		1	1	
Ghana	3			
Gulf of Aden			1	
Mozambique	1			
Nigeria	2		1	1
Sao Tome and Principe	4			1
The Congo	1			

Sub total	61	1	4	2
Total	68			

TABLE 3: Ports / anchorages, with three or more reported incidents, January – June 2021

Country	Location	01.01.2021 to 30.06.2021
Angola	Luanda	3
Indonesia	Jakarta	3
Peru	Callao	9
Philippines	Manila	4

TABLE 4: Status of vessels during ACTUAL incidents, January – June 2021

Location	Berthed	Anchored	Steaming
SE ASIA Indonesia	1	4	
Malaysia	1		
Philippines	1	4	
Singapore Straits			15
EAST ASIA Vietnam		1	
AMERICAS Brazil	1		
Colombia		2	2
Ecuador			1
Haiti		1	
Peru		9	
AFRICA Angola		3	
Benin			2
Cameroon		1	
Dem. Rep. of Congo		1	
Gabon			1
Ghana		1	2
Mozambique		1	
Nigeria	1		1
Sao Tome and Principe			4
The Congo		1	
Sub total	5	29	28
Total	62		

TABLE 5: Status of vessels during ATTEMPTED incidents, January – June 2021

Location	Berthed	Anchored	Steaming
SE ASIA Singapore Straits			1
AFRICA Gabon			1
Gulf of Aden			1
Nigeria			2
Sao Tome and Principe			1
Sub total			6
Total	6		

TABLE 6: Types of arms used during incidents, January - June 2017 – 2021

Type of Arms	2017	2018	2019	2020	2021
Guns	29	29	25	30	15
Knives	23	17	10	23	20
Other weapons	2	2	3	3	3
Not stated	33	59	40	42	30
Sub total	87	107	78	98	68
Total at year end	180	201	162	195	

TABLE 7: Comparison of the type of incidents, January - June 2017 – 2021

Type of Attack	2017	2018	2019	2020	2021
Attempted	8	23	9	10	4
Boarded	63	69	57	81	61
Fired upon	12	11	9	6	2
Hijack	4	4	3	1	1
Sub total	87	107	78	98	68
Total at year end	180	201	162	195	

TABLE 8: Types of violence to crew, January – June 2017 – 2021

Type of Violence	2017	2018	2019	2020	2021
Hostage	63	102	38	23	3
Kidnapped	41	25	37	54	50
Threatened	4	6	4	5	3
Assaulted			1	5	2
Injured	3	3	2	6	1
Killed	2		1		1
Sub total	113	136	83	93	60
Total at year end	191	241	210	191	

TABLE 9: Type of violence to crew by location, January – June 2021

Location	Hostage	Kidnap	Threat	Assault	Injured	Killed
SE ASIA Indonesia			1			
Singapore Straits			1	1	1	
AMERICAS Ecuador	1					
Haiti			1			
Peru	2			1		
AFRICA Benin		20				
Gabon		10				
Ghana		5				
Sao Tome and Principe		15				1
Sub total	3	50	3	2	1	1
Total	60					

TABLE 10: Types of arms used by geographical location, January – June 2021

Locations	Guns	Knives	Other Weapons	Not Stated
S E ASIA Indonesia		2		3
Malaysia				1
Philippines			1	4
Singapore Straits		7	1	8
EAST ASIA Vietnam				1
AMERICAS Brazil		1		
Colombia		1		3
Ecuador			1	
Haiti	1			
Peru		6		3
AFRICA Angola				3
Benin	2			
Cameroon				1
Dem. Rep. of Congo				1
Gabon	1			1
Ghana	2			1
Gulf of Aden	1			
Mozambique		1		
Nigeria	3	1		
Sao Tome and Principe	5			
The Congo		1		
Sub total	15	20	3	30
Total			68	

TABLE 11: Types of vessels attacked, January – June 2017 – 2021

Type	2017	2018	2019	2020	2021
Accommodation Barge				1	
Bulk Carrier	18	39	20	21	20
Cement Carrier	1				
Container	7	6	9	17	17
Dhow	2				
Drilling Ship					1
General Cargo	7	6	3	3	1
Heavy Lift Vessel		1			
Heavy Load Carrier			1		
Landing Craft			1		
Offshore Support Vsl	1	2	1	2	1
Ore Carrier		1			
Pipe Layer / Barge				2	
Pleasure Craft			1		
Refrigerated	1	3		1	1
Research Ship	2				
RORO		1			
Sailing Vessel			1		
Supply Vessel	5	2	1	7	3

Tanker Asphalt/Bitumen	1	1		1	
Tanker Bunkering	1				
Tanker Chemical / Product	26	30	22	26	11
Tanker Crude Oil	5	9	12	7	2
Tanker LNG	2		1		2
Tanker LPG	4		1	2	2
Trawler / Fishing	1	3	1	5	3
Tug / Offshore Tug	3	3	2	3	3
Vehicle Carrier			1		1
Sub total	87	107	78	98	68
Total at year end	180	201	162	195	

CHART H: Type of vessels attacked January – June 2021

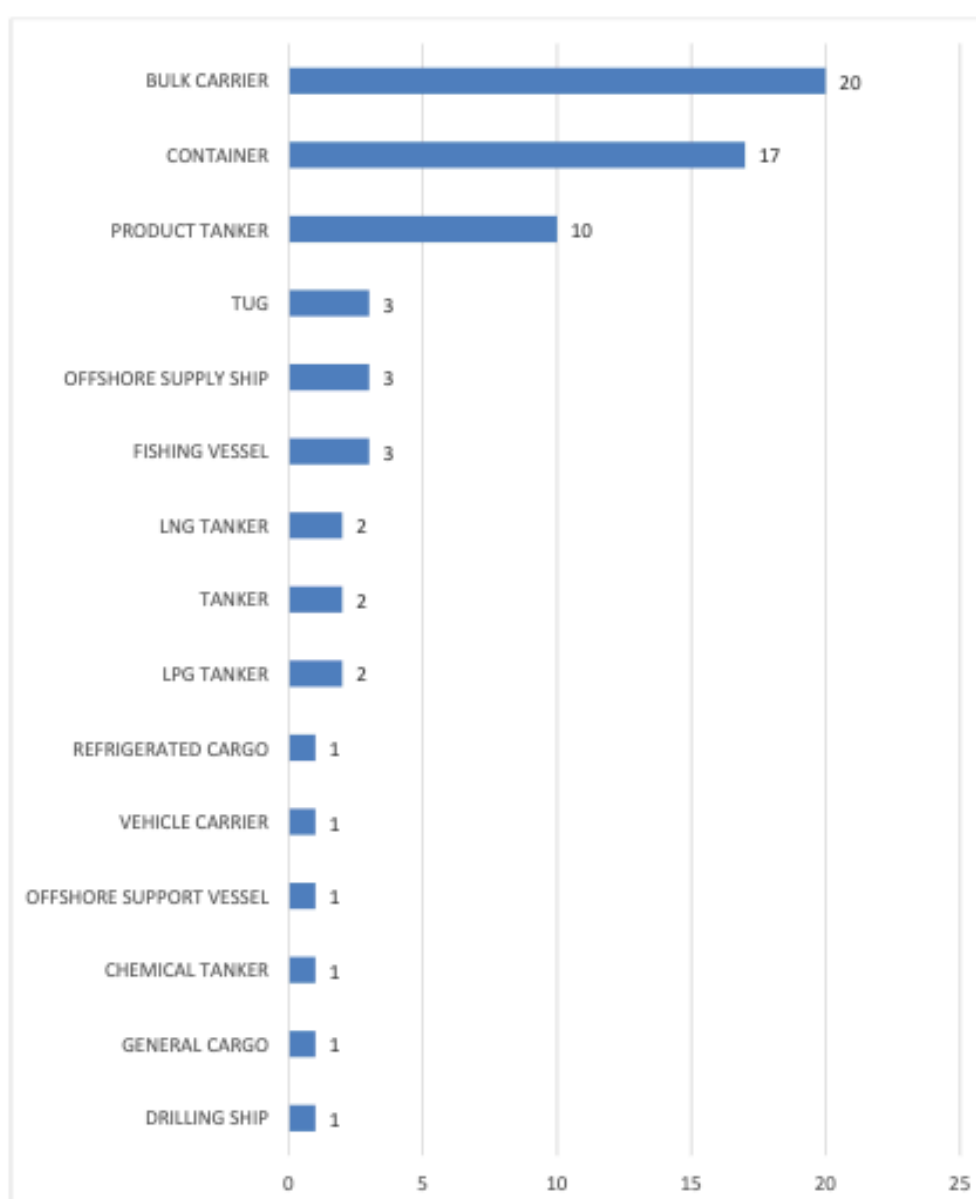


TABLE 12: Nationalities of vessels attacked, January - June 2017 – 2021

Flag State	2017	2018	2019	2020	2021
Antigua & Barbuda	2	2	1		
Austria			1		
Bahamas	4	5	3	1	4
Barbados		1	1		1
Bermuda	1		1	1	1
Cayman Island			1	1	
Chile		1			
China		2	2	1	1
Comoros				2	
Cook Islands		1			
Cyprus	1	3	1	2	4
Denmark				3	2
France			1		1
Gabon				1	
Germany			1	2	1
Ghana		1		1	2
Gibraltar				2	1
Greece	1		1	2	1
Hong Kong (SAR)	6	5	4	3	2
India	2	1		2	
Indonesia	1	1		2	
Isle of Man	1	1	2	1	1
Italy		1		1	
Jamaica					1
Liberia	7	13	14	14	9
Luxemburg		2			2
Malaysia	2		1	1	1
Malta	5	5	5	3	3
Marshall Islands	16	22	12	15	11
Mongolia		1			1
Netherlands		2	1	1	
Nigeria	1	1	3		
Niue			1		
Norway	3	1			
Palau			1	1	
Panama	13	15	6	16	1
Philippines	2	1		1	
Portugal			1	3	1
Saudi Arabia	1			2	1
Senegal				1	
Sierra Leone	1				
Singapore	8	19	10	11	14
Spain	1				1
Sri Lanka	1				
St Vincent & Grenadines				1	
Switzerland			1		
Thailand	1				
Togo			1		
Tuvalu	1				
United Kingdom	1				
Vanuatu			1		

Vietnam	3				
Not Stated	1				
Sub total	87	107	78	98	68
Total at year end	180	201	162	195	

CHART I: Flag States whose vessels have been attacked six or more times from January – June 2021

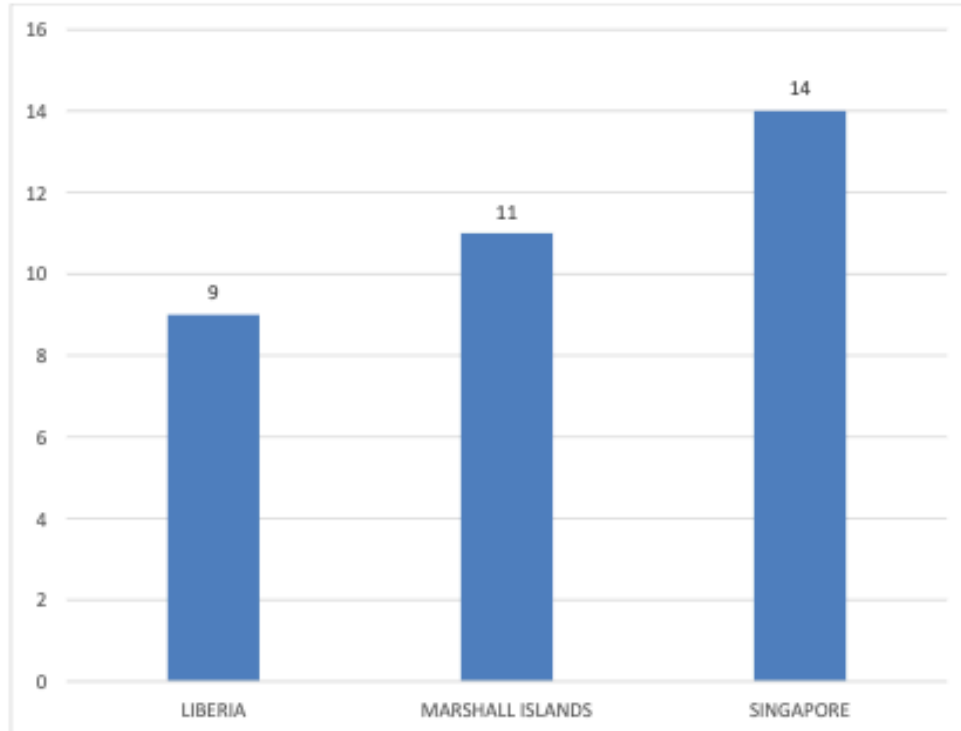
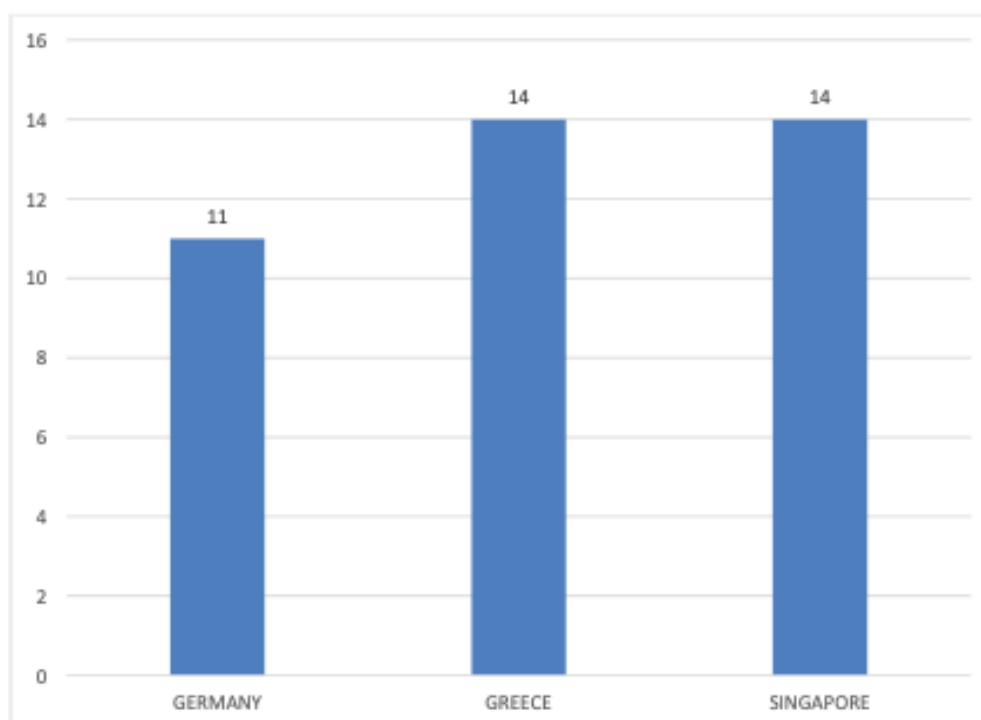


TABLE 13: Countries where victim vessels controlled / managed, January – June 2021

Country	No of Ships
China	1
Cyprus	1
Denmark	5
France	3
Germany	11
Ghana	2
Greece	14
Hong Kong	2
India	4
Indonesia	1
Malaysia	2
Netherlands	1
Poland	1
Portugal	1
Singapore	14
Turkey	1
UAE	3
United Kingdom	1
Total	68

Chart J: Managing countries whose vessels have been attacked six or more times from January – June 2021



OFF SOMALIA / GULF OF ADEN / RED SEA ATTACK FIGURES UPDATE

From 1 January to 30 June 2021, one incident reported to the IMB PRC for Gulf of Aden.

The international navies patrolling these waters continue to coordinate and liaise with merchant and fishing fleets to identify and apprehend pirate action groups.

All vessels are advised and encouraged to adhere to the BMP 5 recommendations while transiting these waters. Vessels employing Privately Contracted Armed Security Personnel (PCASP) should be cautious and not mistake fishermen for pirates in some heavy fishing areas.

As the IMB PRC continues to monitor the situation in the region, it cautions vessel owners and master's against complacency. Somali pirates still retain the capability and capacity to carry out attacks.

The IMB PRC supports and compliments the role of the international navies, by relaying all reports received, to the response agencies as well as by broadcasting alerts to vessels via the INMARSAT Safety Net Service.

CONTINUED COOPERATION

The positive information sharing, actions and cooperation between the Indonesian Marine Police (IMP) and the IMB PRC has resulted in an overall decrease in the number of reported incidents in the 10 safe designated areas, except for Muara Berau. The IMB PRC is monitoring the situation and liaising closely with the IMP.

All vessels intending to anchor, waiting for berth or drift should do so at the designated areas where IMP patrol boats would be stationed, to enable them to maximize their resources, to provide greater protection for vessels.

Vessels are advised to cooperate by maintaining strict anti-piracy and robbery watches and report all attacks and suspicious sightings to the local Authorities / IMP, as well as the IMB PRC. The IMB PRC will also liaise with local and regional Authorities to render necessary assistance.

In line with the Road Map Program Police Reforms Wave III, the Indonesian Authorities will continue to allocate and position resources and assets in 10 key designated areas of concern, to prevent sea robbery and piracy in and around Indonesian waters.

In January 2021, the IMB was informed that the above will continue until further notice. The successful cooperation shows in almost all areas, a year to year drop in incidents. The IMB thanks the IMP for their support and contribution to the shipping industry.

ACKNOWLEDGEMENT

The IMB PRC appreciates the strong and vital cooperation from the Philippine and Malaysian Intel that have provided crucial information relating to safety of vessels and seafarers particularly in the Sulu Sea/eastern Sabah waters. The successful cooperation has directly and indirectly saved many lives and properties at sea. The IMB PRC looks forward to the continued cooperation, and thanks both Intel Agencies for their commitment.

ACKNOWLEDGEMENT

The IMB appreciates the assistance (past and present) and vital cooperation provided by the Coalition naval forces / EU naval force (EUNAVFOR ATALANTA) / MSCHOA / US Navy / French Alindien / NATO / UKMTO / Indian Navy / Iranian Navy / Malaysian Navy / Russian Navy / Chinese Navy / South Korean Navy / Japanese Maritime SDF/ Singapore Navy / Royal Thai Navy / and Yemeni Coast Guard and Navy, for assisting the many vessels that have been attacked by suspected Somali pirates, both in the Gulf of Aden, and off eastern / southern Somali coast, Indian Ocean, Arabian Sea and other areas. The positive actions by the Navies including pre-emptive and disruptive counter piracy tactics, resulted in a drop in the number of attacks.

ACKNOWLEDGEMENT

The IMB PRC appreciates the strong cooperation from the West African Authorities / Navies and international navies, especially the Italian, Spanish, and Portuguese Navies in the Gulf of Guinea. A special thanks to the Nigerian Authorities, particularly the Nigerian Navy and NIMASA, who have continued to provide prompt information, actions and valuable cooperation between Agencies. The IMB PRC looks forward to the continued cooperation from the West African Authorities/Navies and international navies in the area.

ACKNOWLEDGEMENT

The IMB PRC thanks all the Masters and vessel owners/operators who have reported incidents to the Centre in a timely manner. It encourages all incidents to be reported in a timely manner. While the IMB PRC endeavours to always get a meaningful response from Regional Authorities, the reports also play a crucial role to increase awareness of this crime, which allows for additional resources to be allocated by authorities to tackle the crime of piracy and armed robbery. Transparent statistics from an independent, non-political, international organization such as the IMB PRC can act as a catalyst to achieve this goal.

The IMB PRC wishes all Seafarers safe and secure voyages and remains available to assist in any manner.

PIRACY AND ARMED ROBBERY PRONE AREAS AND WARNINGS

All vessels are advised to report all piracy and armed robbery attacks and suspicious sightings to local Authorities, their flag state and to the IMB Piracy Reporting Centre as per IMO Cir 1334.

The IMB Piracy Reporting Centre can be contacted on:

24 Hours Anti-Piracy HELPLINE is: +60 3 2031 0014

E-mail: piracy@icc-ccs.org / imbkl@icc-ccs.org

Tel: +60 3 2078 5763 Fax: +60 3 2078 5769

WhatsApp / Telegram: +60 11 2659 3057. (Photograph or video submission encouraged).

Mariners are advised to be cautious, take precautionary measures and follow all recommended guidelines, when transiting the following areas:

SOUTH EAST ASIA AND INDIAN SUB CONTINENT

Bangladesh: Robbers normally target vessels at anchor. Most incidents reported are at Chittagong anchorages and approaches. Incidents in Bangladesh have fallen significantly over the past few years because of the efforts by the Bangladesh Authorities.

Indonesia: Dumai / Lubuk Gaung and Muara Berau anchorage and surrounding waters. Pirates / robbers are normally armed with guns / knives and / or machetes. Generally, be vigilant in other areas. Many incidents may have gone unreported. Pirates / robbers normally attack vessels during the night. When spotted and alarm is sounded, the pirates / robbers usually escape without confronting the crew. Therefore, a strict anti-piracy watch is recommended.

Meetings and continued dialog between the Indonesian Marine Police (IMP) and the IMB PRC resulted in positive actions by the Indonesian Authorities, which have so far brought down the number of incidents significantly. With the assistance and actions of the IMP, the incidents appear to be decreasing each year with great success.

The Indonesian Marine Police have advised all vessels intending to anchor, to do so at / near the following areas where Indonesian Marine Police will conduct patrols for greater protection.

(After IMP-IMB started their cooperation in 2014, no incidents have been reported in the Adang Bay region. With this in view, in March 2021, IMP has decided to replace Adang Bay with Tanjung Butan at 01:11.30N – 104:12.30E as Singapore Straits and surrounding waters are now classified as risky waters).

1. Belawan: 03:55.00N-098:45.30E
2. Dumai: 01:42.00N-101:28.00E
3. Nipah: 01:07.30N-103:37.00E
4. Tanjung Berakit/Bintan: 01:23.30N-104:42.30E
5. Tanjung Priok: 06:00.30S-106:54.00E
6. Gresik: 07:09.00S-112:40.00E
7. Taboneo: 03:41.30S-114:28.00E
8. Tanjung Butan: 01:11.30N-104:12.30E (effective 12 March 2021)
9. Muara Berau: 00:17.00S-117:36.00E
10. Balikpapan: 01:22.00S-116:53.00E

The Indonesian Authorities have advised IMB that, in accordance with the Road Map Program Police Reforms Wave III, at the above given ten locations the prevention action of sea robbery / piracy in Indonesian waters will continue until further notice.

Vessels are advised to maintain strict anti-piracy watch and measures and report all incidents and suspicious sightings to the local authorities and the IMB PRC. The IMB PRC will also liaise with the local authorities to render necessary assistance.

Malacca Straits: Although the number of incidents has dropped substantially (no incidents have been recorded since 2016) due to the increased and aggressive patrols by the littoral states' authorities since July 2005, vessels are advised to continue maintaining strict anti-piracy / robbery watches when transiting the Straits. Currently, there are no indications as to how long these patrols will continue or reduce. In some cases, incidents may have gone unreported. Situation currently remains stable.

Malaysia: Bandar Penawar, Johor - vessels attacked at anchorage. Off Tanjung Piai – vessels attacked while underway. Attacks have stopped and IMB PRC is monitoring and liaising with Malaysian Authorities / MMEA.

In / off Eastern Sabah – Militant activities resulting in several tugs / barges / fishing vessels being attacked and crews kidnapped. There were two kidnapping incidents in 2018 and two in 2019 and one in January 2020 off Tambisan, Sabah. The local Authorities have beefed up patrols. The IMB PRC is monitoring the situation. Merchant vessels are also at risk. Stay vigilant.

Vessels are advised to take precautionary measures and maintain strict anti-piracy watch and measures. Vessels transiting these waters should refer to the Sabah Notice to Mariners NTM 14 of 2017 on the Ship Reporting System. Vessels are also urged to monitor the IMB PRC Warnings on potential incidents targets / description of militant boats issued by the Philippines and Malaysian Intel.

Philippines: Pirates / Militants in the southern Philippines conduct attacks on vessels in / off Sibutu passage / off Sibutu island / Tawi Tawi / Sulu sea / Celebes sea / off eastern Sabah. They attacked tugs / barges / fishing vessels / yachts / merchant ships to rob and kidnap crews for ransom.

These kidnappings by militants have stopped (for merchant ships) since March 2017. In 2018 there were two incidents where crews were kidnapped off Sabah, two in 2019 and one in 2020 where smaller tugs and fishing boats were targeted. These kidnappers are believed to be affiliated with the ASG. In 2021 many militants were captured / killed. The IMB PRC is monitoring the situation.

Vessels are advised to take precautionary measures and maintain strict anti-piracy watch and measures. Vessels transiting these waters should refer to the Sabah Notice to Mariners NTM 14 of 2017 on the Ship Reporting System. Vessels are also urged to monitor the IMB PRC Warnings on potential incidents locations / targets issued by the Philippines Intel / Malaysian Intel.

Manila / Batangas / Tabangas – Be vigilant. Several past and recent incidents / robberies have been recorded.

Singapore Straits: A General Warning issued in December 2019 indicating a sudden rise in attacks in Singapore Straits especially during the night. This Warning is still valid to date as incidents are still occurring. It appears one or more groups are targeting passing vessels including tugs / barges to rob them. Authorities have been notified and are aware of the situation. Vessels are advised to remain vigilant and to continue maintaining adequate anti-piracy / robbery watches and measures. Pirates / robbers attack vessels while underway or while at anchor especially during the night. Pirates / robbers will abort the attempted attack once spotted and alarm sounded, and Authorities notified. Therefore, a strict watch is necessary.

South China Sea: Although incidents have stopped in the vicinity off Tioman / off Pulau Aur / off Anambas / Natuna / Mangkai islands / Subi Besar / Merundung areas, vessels are advised to

continue to remain vigilant, especially during the night. In the past, several hijackings of small product tankers occurred off the coast of Malaysia, Indonesia, Singapore and in the South China Sea area. This trend started in April 2014, but the hijackings stopped abruptly in late 2015. The IMB is monitoring the situation. It has been reported that some criminals have been arrested by local Authorities both in Malaysia and in Indonesia.

There were three incidents reported in 2017 where two tankers were hijacked off Kuantan / Off Pulau Aur / East coast Malaysia.

WEST AFRICA (Gulf of Guinea) – As a general rule:

- (i) Follow recommendations and guidelines presented in the BMP WA.
- (ii) All crews to keep a vigilant lookout using all available means. Vessels to adjust ETA for direct berthing or wait / drift / transit more than 250nm from coast, if appropriate and agreed by all in venture.

Angola (Luanda): Incidents of robberies reported.

Benin (Cotonou): Incidents increasing in / off Benin. Vessels attacked and crews kidnapped. Incidents showed that the pirates / robbers in the area are well armed and violent. Currently pirates robbed vessels and kidnapped crews for ransom. In the past, tankers were hijacked and part cargo stolen (gas oil).

Cameroon (Douala): Incidents dropped. Past incidents involved kidnapping of crews.

Equatorial Guinea: Incidents dropped. Past incidents occurred around 40nm from Luba. One incident involved hijacking and the other boarded with criminal intentions.

Ghana (Takoradi): Robberies have been reported at the anchorages.

Guinea (Conakry): Robberies have been reported at the anchorages.

Ivory Coast (Abidjan): Incidents dropped but remains risky.

Nigeria (Lagos / Apapa, Off Bayelsa / Brass / Bonny Island / Port Harcourt): Pirates / robbers are often well armed, violent and have attacked and hijacked / robbed vessels / kidnapped crews along / far from the coast, rivers, anchorages, ports, and surrounding waters. Incidents have also been reported over 200 nm from the coast. Generally, all waters in / off Nigeria remain highly risky. Vessels are advised to be vigilant, as many incidents may also have gone unreported. Kidnapping for ransom remains the biggest risk for crews. Vessels are advised to take additional measures in these high-risk waters. In the past, tankers were also hijacked, and part cargo stolen (gas oil).

Togo (Lome): Attacks reported at anchorage / in / off Togo. Vessels robbed and crews kidnapped. In the past, tankers were also hijacked, and part cargo stolen (gas oil).

The Congo: Pointe Noire / Off Point – stay vigilant.

Sao Tome & Principe: Vessels hijacked / attacked, and crews kidnapped. Vessels advised to maintain strict anti-piracy watch and measures.

Red Sea / Gulf of Aden / Somalia / Arabian Sea / Indian Ocean: No recent reported piracy attacks. There were a number of suspicious reports. Although the opportunity for incidents has reduced, the Somali pirates continue to possess the capability and capacity to carry out incidents. All merchant ships are advised to adhere to the recommendations in the latest BMP, while

transiting in these waters. The IMB PRC will continue to alert and broadcast information to all vessels in the region via Inmarsat EGC Safety Net.

Although no reported incidents, the threat still exists in the waters off the southern Red Sea / Bab el Mandeb, Gulf of Aden including Yemen and the northern Somali coast, Arabian sea / off Oman, Gulf of Oman and off the eastern and southern Somali coast. In the past, vessels have been attacked off Kenya, Tanzania, Seychelles, Madagascar, Mozambique, as well as in the Indian ocean, and off the west and south coasts of India, and west Maldives. Be vigilant.

Generally, Somali pirates tend to be well armed with automatic weapons, RPGs and sometimes use skiffs launched from mother vessels, which may be hijacked fishing vessels or dhows. Masters and ship owners are encouraged to register and report their vessels as per the latest BMP procedures and ensure that their vessel is hardened prior to entering the high-risk area. While transiting through these waters it is essential to maintain a 24-hour visual and radar watch. Keeping in mind the warnings and alerts for the area, an early sighting / detection of an approaching skiff will enable an accurate assessment, allowing the Master and PCASP to make informed decisions to keep clear of small boats, dhows, fishing vessels and if necessary, take evasive actions and request assistance as needed.

Masters are reminded that fishermen in this region may try to protect their nets by attempting to aggressively approach merchant vessels. Some of the fishermen may be armed to protect their catch and they should not be confused with pirates.

Vessels transiting in / off Yemen / Gulf of Aden: Security risk due to civil war in Yemen. Vessels have been fired upon and approached. (not piracy related).

Vessels transiting Straits of Hormuz / Gulf of Oman / Off Iran – Incidents involving explosions on ship's hull reported. (not piracy related).

SOUTH AND CENTRAL AMERICA AND THE CARIBBEAN WATERS

Brazil (Macapa): incidents increasing. Stay vigilant.

Columbia (Cartagena): Sudden rise in incidents – stay vigilant

Ecuador (Guayaquil): Anchorage / river passage with pilot. Robbers well-armed. Fired upon.

Haiti (Port Au Prince):

Mexico (Puerto Dos Bocas): Pirates / robbers in this area armed with guns.

Peru (Callao): Incidents increasing. Robbery incidents continuing. Maintain vigilant watch and anti-piracy measures.

Venezuela (Puerto La Cruz / Puerto Jose): Incidents abruptly stopped in 2020 due to actions by Authorities. Vessels are still reminded to maintain strict anti-piracy watch and measures especially at anchor.

IMB Maritime Security Hotline

The International Maritime Bureau (IMB) has a dedicated hotline for seafarers, port workers, shipping agents, shipyard personnel, brokers, stevedores, and all concerned parties to report any information that they may have seen / heard / known etc. relating to any maritime crime including terrorism, piracy and other illegal activities. All information reported will be treated in strict confidence and will be passed on to relevant Authorities for further action. Maritime crime and security concerns us all and with your help, we can try to minimize the risks and help save lives and property.

The Maritime Security Hotline can be contacted 24 hours every day at:
Tel: +60 3 2031 0014 Fax: +60 3 2078 5769 E-mail: imbsecurity@icc-ccs.org
WhatsApp or Telegram at +601126593057. Photograph or video submission encouraged.

REMEMBER: Your information may save lives. All information will be treated in strict confidence.

TRENDS

Sixty-eight incidents of piracy and armed robbery against ships were reported to the IMB Piracy Reporting Centre (PRC) in the first half of 2021, the lowest H1 figure since 1994 and down from 98 incidents in Q2 2020.

The Q2 2021 figures are broken down as 61 vessels boarded, four attempted attacks, two vessels fired upon and one vessel hijacked.

In the first half of 2021, violence against crews continues with 50 crew kidnapped, three each threatened and taken hostage, two assaulted, one injured and one killed.

The Gulf of Guinea accounted for 32% of all reported incidents, including both vessels fired upon and the vessel hijacking. The Region also accounted for all 50 kidnapped crew as well as the crew fatality. All vessel types continue to be targeted in the Gulf of Guinea, primarily for the kidnap of multiple crews. In Q2, fishing vessels have also been hijacked for use as potential mother ships to target other merchant vessels.

The number of Gulf of Guinea kidnappings in Q2 2021 is the lowest since Q2 2019. The IMB PRC commends, and thanks the various Coastal response agencies and independent international navies tasked in the Region for actively responding to reported incidents.

While the number of reported incidents has reduced in Q2, in early June a bulk carrier was approached by a skiff with six pirates while under way around 210nm off Lagos. The appropriate vessel hardening ensured the pirates armed with weapons, ladders and hooks were unsuccessful. This indicates the pirates in the Region retain the capacity to carry out attacks and vessels should not be complacent while transiting these waters. All vessels are encouraged to comply with the recommendation within the BMP WA. Ten crew were also kidnapped from two fishing vessels in May further highlighting the risk to seafarers in the region.

The IMB-PRC also welcomes the announcement of the launch of Nigeria's Deep Blue Project and the creation of the Gulf of Guinea Maritime Collaboration Forum (GoG-MCF/SHADE). These are both complimentary initiatives to be supported, commended and sustained in the continued fight against piracy in the region.

Incidents continue to be reported against vessels steaming in the Singapore Straits with ten reports from vessels under way in Q2 up from six in Q1. The 16 H1 attacks compares to 11 in the first half of 2020. While these may be considered opportunistic in nature, in seven incidents the perpetrators were armed with knives. In three separate incidents seafarers were reported to have been either threatened, assaulted or injured. This clearly indicates the risk to seafarers; however benign the incidents may seem to be.

Four incidents have been reported from vessels boarded while anchored in Manila Bay, Philippines in Q2.

Callao anchorage, Peru continues to be an area of concern with four incidents in Q2 2021 and knives reported in all four boardings. One crew each have been taken hostage and assaulted in two separate incidents. Compared to the first half of 2019 and 2020, Callao anchorage has seen two-fold increase in the number of incidents in 2021 with nine incidents reported. All vessel types are targeted.

Since 1991 the IMB PRC's 24-hour manned center, remains a single point of contact to report the crimes of piracy and armed robbery. The Centre has not only assisted vessels in a timely manner it provides the maritime industry, response agencies and governments with transparent data – received directly from the Master of the vessel under attack - or its owners.

The IMB PRC's prompt forwarding of reports and liaison with response agencies, its broadcasts to shipping via GMDSS Safety Net Services and email alerts to CSOs, all provided free of cost, has helped the response against piracy and armed robbery and the security of seafarers, globally.

OBSERVATIONS

Narrations of the 68 attacks for 01 January to 30 June 2021 are listed on pages 29 to 39. The following serious incidents, in chronological sequence are described in more detail.

Benin:

On 11 March 2021, a Malta flagged Chemical Tanker was attacked by armed pirates while underway at position Latitude 02:48 North and Longitude 002:36 East, around 212nm south of Cotonou, Benin at approximately 1512 UTC. Around nine pirates armed with AK47 assault weapons in a speed boat attacked and successfully boarded the tanker. Alarm raised and distress messages activated. A Nigerian Security Vessel was dispatched to assist the tanker. By the time the Security Vessel arrived at the location, the pirates had kidnapped 15 crew and escaped. The remaining six crew sailed the tanker under escort to a safe port.

On 31 May 2021, a Ghana flagged Fishing Vessel Iris S was attacked and boarded by pirates at position Latitude 04:33 North and Longitude 002:23 East, Around 104nm South of Cotonou, Benin at approximately 1930 UTC. The armed pirates approached and boarded the fishing vessel from two skiffs. They ransacked the vessel, kidnapped five crew and escaped. The remaining crew reported the incident to the Authorities and a Ghanaian patrol boat escorted the vessel to a safe port. Crew reported that a mother vessel was sighted in the vicinity.

Gabon:

On 08 February 2021, a Chinese flagged Fishing Vessel FV Lian Peng Yu 809 was hijacked by pirates while underway at position Latitude 00:51.43 South and Longitude 007:20.20 East, around 83nm WSW of Port Gentil, Gabon at approximately 0620 UTC. The fishing vessel with 14 crew was attacked and boarded by pirates. The incident was reported to the IMB PRC by the Chinese Authorities. The IMB PRC liaised with Regional Authorities and international warship in the region. The hijacked fishing vessel was later intercepted by Gabon Authorities on 12 February 2021. Ten crew members were reported kidnapped. The remaining crew sailed the vessel to Gabon waters. On 06 March 2021, the 10 kidnapped crew were released safely.

Ghana:

On 30 January 2021, a Marshall Islands flagged Bulk Carrier MV Rowayton Eagle was attacked by armed pirates while underway at position Latitude 02:55.0 North and Longitude 001:56.6 East, around 200nm SE of Accra, Ghana at approximately 0424 UTC. Armed pirates onboard a skiff with ladder attacked the ship underway. The crew noticed the pirates boarding and retreated into the citadel. Upon hearing of the incident, the IMB PRC immediately alerted and liaised with the Regional Authorities and the vessel operators. A Ghanaian Navy patrol boat was dispatched but was unable to assist due to technical difficulties. Owners advised the Master to sail towards the Nigerian EEZ waters to rendezvous with a Nigerian security team, which allowed the crew to emerge from the citadel and sail under escort to a safe port. All 19 crew reported safe.

On 19 May 2021, a Ghana flagged Fishing Vessel Atlantic Princess was attacked and boarded by pirates at position Latitude 04:33.5 North and Longitude 000:15.6 East, Around 66nm South of Tema, Ghana at approximately 1830 UTC. The pirates approached, fired upon and boarded the fishing vessel from a small craft. They stole crew personal belongings, kidnapped five crew and escaped. The Ghanaian Navy was notified and a patrol boat was dispatched to escort the fishing vessel and remaining crew back to Tema. On 28 June 2021 the five kidnapped crew were released safely.

Nigeria:

On 14 March 2021, a Luxembourg flagged Offshore Support Vessel was attacked by armed pirates while underway at position Latitude 02:58 North and Longitude 002:53 East, around 208nm south of Lagos, Nigeria at approximately 0731 UTC. Around seven to 10 armed pirates in a small boat attacked and successfully boarded the vessel underway. Alarm raised, Authorities notified and all crew members retreated into the citadel. A Nigerian Security Vessel responded

to provide assistance. The pirates fired at the vessel's bridge before escaping and before the arrival of the Security Vessel. Some equipment was destroyed. All 20 crew members reported safe. The Offshore Support Vessel proceeded to a safe port under the escort of the Security Vessel.

Sao Tome and Principe:

On 23 January 2021, a Liberian flagged Container ship MV Mozart was attacked by armed pirates while underway at position Latitude 01:04.13 North and Longitude 005:05.22 East, around 98nm NW of Sao Tome Island, Sao Tome and Principe at approximately 0535 UTC. An unknown number of armed pirates attacked and successfully boarded the vessel. One crew was reported killed and 15 were kidnapped. Remaining three crew managed to navigate the ship to a safe port. On 12 February 2021, the 15 kidnapped crew were released safely.

On 06 February 2021, a Marshall Islands flagged Product Tanker MT Sea Phantom was attacked by armed pirates while underway at position Latitude 02:00.02 North and Longitude 008:15.02 East, around 50nm NE of Principe Island, Sao Tome and Principe at approximately 2254 UTC. Eight armed pirates with AK47 assault weapons in a skiff attacked and successfully boarded the tanker with a long aluminium ladder. Alert crew noticed the pirates and retreated into the citadel. The pirates damaged the onboard communication and navigation equipment. Upon hearing of the incident, the IMB PRC immediately alerted and liaised with Regional Authorities including a Portuguese Navy warship. The crew managed to navigate the tanker to try and rendezvous with dispatched Cameroonian and Equatorial Guinean patrol boats. The tanker was later intercepted by the patrol boats and escorted to a safe port. All 18 crew and one superintendent reported safe.

On 09 February 2021, a Panamanian flagged Product Tanker MT Maria E was attacked by armed pirates while underway at position Latitude 01:35 North and Longitude 005:07 East, around 112nm NW of Sao Tome Island, Sao Tome and Principe at approximately 1222 UTC. Around nine pirates armed with AK47 assault weapons and a ladder on a skiff attacked and successfully boarded the tanker. Crew onboard the tanker noticed the pirates boarding and retreated into the citadel. The IMB PRC immediately alerted and liaised with the operators, Regional Authorities and an international warship in the vicinity which escorted the tanker until an Equatorial Guinea patrol boat took over until the tanker was safely anchored. All 21 crew reported safe.

On 23 April 2021, a Cyprus flagged Container ship MV Contship New was attacked by armed pirates while underway at position Latitude 01:27 North and Longitude 004:38 East, around 132nm NW of Neves, Sao Tome and Principe at approximately 0903 UTC. Crew onboard the ship noticed pirates in a skiff approaching. Alarm raised and all crew mustered in the citadel. Owners and Authorities notified. An Italian Navy frigate proceeded to provide assistance. The six pirates that boarded the ship left after a few hours as they were unable to gain access to any crew. Pirates were armed with AK-47. Weapons were used and the windows were damaged. The Italian Navy frigate arrived and thereafter provided escort to the ship. All 16 crews reported safe.

1 January – 30 June 2021

ACTUAL ATTACKS

SOUTH EAST ASIA (EXCLUDING MALACCA STRAITS)

Ref	Date Time	Name of Ship Type/Flag/Grt/IMO Number	Position	Narration
1.	03.01.2021 1940 UTC Anchored Boarded	Name Withheld Bulk Carrier Marshall Islands 36421 -	00:15.8S – 117:34.3E, Muara Berau Anchorage, Indonesia	Three robbers armed with knives boarded an anchored ship. Duty crew spotted the robbers near the forecandle store escaping with ship's stores. Incident reported to local authorities.
2.	24.01.2021 1925 UTC Steaming Boarded	Ark Royal Bulk Carrier Barbados 27011 9219446	01:16.49N – 104:15.60E, Singapore Straits	Five robbers armed with knives boarded the ship underway. Crew mustered and a search was carried out. Nothing reported stolen. Incident reported to CSO and VTS.
3.	28.01.2021 1420 UTC Steaming Boarded	Elvia Bulk Carrier Liberia 50697 9570840	01:16.15N – 104:16.72E, Singapore Straits	Ten robbers armed with knives boarded the ship underway. General alarm sounded. All crew mustered. Incident reported to VTS.
4.	28.01.2021 1820 UTC Steaming Boarded	Vantage Wave General Cargo Liberia 22064 9506514	01:16.87N – 104:18.71E, Singapore Straits	Three robbers armed with long knives boarded the ship underway. Duty crew spotted the robbers in the engine room and raised the alarm. Crew mustered. Hearing the alarm, the robbers escaped empty handed. Incident reported to VTIS.
5.	29.01.2021 1910 UTC Berthed Boarded	Kota Nebula Container Singapore 20902 9494632	06:05.57N – 125:09.42E, Makar Wharf, General Santos City Port, Philippines	Duty crew onboard the berthed ship noticed two robbers near the lifeboat deck and raised the alarm. Crew mustered. Hearing the alarm and seeing the alerted crew, the robbers jumped overboard and escaped in a waiting canoe. A search was carried out. It was reported that ship's properties were stolen. Incident reported to the Local Agent, Port Authority and Coast Guard. The Philippines Coast Guard apprehended one robber responsible for the theft and managed to recover the stolen items.
6.	30.01.2021 1930 UTC Anchored Boarded	Surya Aki LNG Tanker Bahamas 20519 9060534	03:56.3N – 098:45.6E, Belawan Anchorage, Indonesia	Two robbers armed with knives threatened a duty AB on routine rounds onboard an anchored tanker. The AB retreated into the accommodation and informed the duty officer. Alarm raised, crew mustered, and local authorities notified. Seeing the alerted crew, the robbers escaped with the stolen ship's properties. Port Control and Coast Guard responded and boarded the tanker to investigate.
7.	12.02.2021 2230 UTC Berthed Boarded	ALS Juventus Container Singapore 40541	06:05.84S – 106:53.65E, Tanjung Priok Container Berth,	Unnoticed, robbers boarded the berthed ship, broke into the engine room, stole engine spares and escaped. The robbery

ICC- IMB Piracy and Armed Robbery Against Ships Report – Second Quarter 2021

		9431757	Jakarta, Indonesia	was noticed by duty crew on routine security rounds.
8.	21.02.2021 0430 UTC Steaming Boarded	Danum 50 Tug Malaysia 165 9404261 Linau 133 Barge Malaysia 2010 -	01:06.38N – 103:44.68E, Singapore Straits	An Indonesian navy patrol boat noticed a suspicious boat alongside the barge under tow and called the tug Master to reduce speed. Naval team boarded the barge and arrested five unauthorised persons. Tug and barge continued their voyage after investigations were completed. Nothing reported stolen.
9.	24.03.2021 1925 UTC Steaming Boarded	African Queen Bulk Carrier Marshall Islands 30936 9389930	01:17.0N – 104:18.1E, Singapore Straits	Five robbers armed with knives boarded the ship underway. Master raised the alarm, crew mustered, and a search was carried out. Nothing reported stolen. Incident reported to VTIS.
10.	29.03.2021 1850 UTC Anchored Boarded	Baltic North Container Marshall Islands 44234 9463310	06:00.4S – 106:53.7E, Jakarta Anchorage, Indonesia	Duty AB on routine rounds onboard an anchored ship noticed two robbers on the poop deck with two sacks. The AB shouted and flashed his torchlight at the robbers. Alarm raised and crew mustered. Hearing the alarm, the robbers fled immediately. A search was carried out. Ship's engine spares were reported stolen. Incident reported to the local authorities, and the coast guard boarded the ship for investigation.
11.	30.03.2021 0230 UTC Steaming Boarded	POSH Falcon Tug Singapore 3513 9624586 Scarabeo 7 Rig Bahamas 23595 8758861	01:12.47N – 103:32.71E, Singapore Straits	Robbers in two small boats approached the stern of the unmanned rig under tow. They detached and stole the emergency towline pickup buoy floating behind the rig and escaped. Incident reported to VTIS. Vessel and crew safe.
12.	07.04.2021 1747 UTC Steaming Boarded	Trina Oldendorff Bulk Carrier Portugal 41091 9642370	01:16.5N – 104:16.1E, Singapore Straits	While underway, four robbers armed with knives entered the engine room. The robbers pushed and hit the duty motorman on the head before escaping. Alarm raised, crew mustered, and a search was carried out. Nothing reported stolen.
13.	07.04.2021 2150 UTC Steaming Boarded	Harrisburg Product Tanker Singapore 30087 9859210	01:16.13N – 104:15.56E, Singapore Straits	Two robbers boarded the tanker underway. Master raised the alarm resulting in the robbers escaping empty handed.
14.	10.04.2021 1715 UTC Steaming Boarded	Pantazis L Bulk Carrier Liberia 39746 9272955	01:15.50N – 104:12.04E, Singapore Straits	Four robbers armed with knives boarded the ship underway. They broke into the engine room, stole engine spares, and escaped. The robbers were noticed by the duty crew who immediately informed the bridge and raised the alarm. Incident reported to VTIS and a patrol boat escorted the ship until she

				was clear of the area. All crew reported safe.
15.	11.04.2021 1948 UTC Berthed Boarded	Henry Maersk Product Tanker Denmark 25723 9399351	05:47.2N – 118:01.6E, MOT Terminal, Sandakan, Sabah, Malaysia	Duty crew onboard the berthed tanker noticed a robber on the forecabin and notified the OOW. Alarm raised and crew mustered. Seeing the alerted crew, the robber jumped overboard and escaped in a small skiff. Incident reported to local port authorities.
16.	16.04.2021 1740 UTC Steaming Boarded	Name Withheld Product Tanker Singapore 29447 -	01:16.03N – 104:12.08E, Singapore Straits	Duty Engineer on routine rounds noticed someone trying to open the steering gear entrance door from the poop deck and immediately informed the bridge. Alarm raised and all deck and accommodation lights switched on. Hearing the alarm, the perpetrators escaped. Crew mustered and a search was carried out. Nothing reported stolen. VTIS informed.
17.	16.04.2021 2100 UTC Steaming Boarded	Ioanna L Bulk Carrier Isle of Man 43066 9803340	01:16.4N – 104:14.3E, Singapore Straits	Four robbers boarded the ship underway. They assaulted and injured the fourth engineer, stole engine spares and escaped. Alarm raised, PA announcement made, and crew mustered. On searching the ship no robbers were found. Incident reported to VTS.
18.	19.04.2021 1855 UTC Anchored Boarded	BAK DA 5 Tug Mongolia 199 9851567 BAK DA 55 Barge Malaysia 3408 -	14:33.60N – 120:56.02E, Manila Bay Anchorage, Philippines	Duty security watchman onboard an anchored barge noticed six unauthorised persons moving cargo from the barge to their small boat. Alarm raised and the security guard managed to apprehend one robber while the remaining five jumped overboard, leaving their boat and stolen cargo behind. Incident reported to the Philippines Coast Guard who arrived to investigate.
19.	23.05.2021 1430 UTC Steaming Boarded	Alea Bulk Carrier Bahamas 17009 9550266	01:16.7N – 104:16.6E, Singapore Straits	Four robbers armed with knives boarded the ship underway and threatened the duty crew who retreated into the accommodation. Alarm raised and crew mustered resulting in the robbers escaping without stealing anything.
20.	23.05.2021 1647 UTC Steaming Boarded	RB Eden Bulk Carrier Marshall Islands 43278 9765718	01:16.37N – 104:16.49E, Singapore Straits	Duty engine crew onboard the ship underway noticed unauthorized persons in the engine room. Alarm raised and crew mustered. Suspecting the persons to be still onboard, the ship anchored at the OPL. At daybreak, a full search was carried out. The ship continued her voyage once it was determined that no unauthorized persons were onboard.
21.	04.06.2021 1730 UTC Steaming Boarded	Cape Lily Bulk Carrier Singapore 92752 9612430	01:15.8N – 104:13.7E, Singapore Straits	Duty engine crew onboard the ship underway noticed three robbers in the engine room and immediately notified the bridge. Alarm raised and a search was carried out. Seeing the alerted crew, the robbers escaped with the stolen engine spares. Incident reported to VTIS.

ICC- IMB Piracy and Armed Robbery Against Ships Report – Second Quarter 2021

22.	09.06.2021 1530 UTC Anchored Boarded	TR Aramis Container Marshall Islands 31370 9784661	14:33.4N – 120:55.2E, Manila Anchorage, Philippines	Unnoticed, robbers boarded an anchored ship and escaped with ship's stores. The theft was noticed by the duty crew during routine rounds. Coast guard informed.
23.	15.06.2021 1650 UTC Anchored Boarded	Sima Sahba Container Singapore 15995 9330927	14:33.8N – 120:55.4E, Manila Anchorage, Philippines	Duty watchman on routine rounds onboard an anchored ship noticed around four persons in a small boat under the fore-castle. He immediately informed the duty officer who sent the second security watchman to assist. Seeing the watchmen, the persons moved away. A search was carried out. The paint store was found broken into and ship's stores stolen. VTMS Manila informed.
24.	21.06.2021 1940 UTC Anchored Boarded	Mount Butler Container Hong Kong 18826 9760586	14:33.9N – 120:55.2E, Manila Anchorage, Philippines	Unnoticed, robbers boarded an anchored ship and escaped with ship's stores. The theft was discovered by the duty crew during routine rounds. Incident reported to the Port Authorities via the local agent.
25.	24.06.2021 2136 UTC Anchored Boarded	Baltic North Container Marshall Islands 44234 9463310	05:59.50S – 106:54.20E, Jakarta Anchorage, Indonesia	Two persons boarded the ship during anchoring operations. Duty AB noticed the unauthorised persons and raised the alarm. Seeing the alerted crew, the two persons escaped in a waiting boat with another four persons onboard. Incident reported to the coast guard who boarded for investigation. Nothing reported stolen.
26.	29.06.2021 1620 UTC Steaming Boarded	J Mare Bulk Carrier Liberia 43241 9802231	01:16.10N – 104:14.10E, Singapore Straits	Duty engine crew onboard the ship underway noticed four robbers in the engine room and notified the bridge. Alarm raised and crew mustered. Seeing the alerted crew, the robbers escaped with stolen engine spares. Incident reported to VTS.

EAST ASIA

Ref	Date Time	Name of Ship Type/Flag/Grt/IMO Number	Position	Narration
1.	15.03.2021 1701-2300 UTC Anchored Boarded	Name Withheld Bulk Carrier Liberia 36421 -	20:54.9N – 107:16.7E, Campha Port, Vietnam	Unnoticed, robbers boarded the moored ship. They broke into two crew cabins, stole ship and crew cash, and escaped. Local authorities informed and an investigation was carried out.

AMERICAS

Ref	Date Time	Name of Ship Type/Flag/Grt/IMO Number	Position	Narration
1.	05.01.2021 0053 UTC	Sagittarius Bulk Carrier	18:38N – 072:37W,	Duty officer onboard an anchored ship noticed a suspicious echo on the radar

	Anchored Boarded	Marshall Islands 17025 9550254	Port-au-Prince Bay, Haiti	and asked the security patrol to investigate. The security patrol noticed a boat with around six robbers armed with a gun boarding using a ladder with hooks. Alarm raised and crew retreated into the accommodation. The robbers threatened the Ch/Engr attempting to secure an open accommodation door. Incident reported to the Coast Guard and PFSO. The Coast Guard responded and boarded the ship to carry out a search and investigate. Ship's properties reported stolen. Crew and ship safe.
2.	06.01.2021 - Anchored Boarded	Prague Express Container Germany 93750 9450399	10:18.41N – 075:33.66W, Cartagena Charlie Anchorage, Colombia	Unnoticed, robbers boarded an anchored ship and escaped with ship's properties. Onboard investigation revealed that the hawse pipe protection device was destroyed and the bosun store's padlock was damaged. The Authorities were informed through local agent.
3.	09.01.2021 0855 UTC Steaming Boarded	Duesseldorf Express Container Bermuda 53523 9143556	10:15.7N – 076:22.9W, Around 45nm West of Cartagena Sea Buoy Pilot Boarding Ground, Colombia	Around ten persons in a small craft approached and boarded the drifting ship. Alarm raised public announcement made, crew mustered, and security messages sent. Port Control instructed the ship to proceed to pilot station. The crew conducted a search and reported ship's properties stolen. The search party also noticed that some intruders were still onboard, and all crew immediately retreated into the accommodation. Upon arriving at the pilot station, a coast guard boat arrived and escorted the ship to the inner anchorage, where the police and coast guard boarded and searched the ship. Five intruders were found and detained.
4.	13.01.2021 0400 UTC Berthed Boarded	Nord Hudson Bulk Carrier Denmark 34617 9696797	Santana Port, Brazil	Unnoticed, robbers boarded the ship, stole ship's properties, and escaped. The theft was noticed by the duty crew during routine rounds. Incident reported to local police who boarded the ship for investigation.
5.	04.02.2021 1200 UTC Anchored Boarded	Morning Margareta Vehicle Carrier Singapore 51917 9367580	12:01.61S – 077:13.37W, Callao Anchorage, Peru	Unnoticed, robbers boarded an anchored ship, stole ship's stores and escaped. The theft was discovered by the duty AB on rounds. Incident reported to local agents.
6.	13.02.2021 0145 UTC Anchored Boarded	Torm Arawa Product Tanker Singapore 30302 9543548	12:00.62S – 077:11.86W, Callao Anchorage, Peru	Robbers armed with knives boarded an anchored tanker. Duty crew on routine rounds noticed the robbers on the forecastle, retreated into the accommodation and raised the alarm. Upon hearing the alarm, the robbers escaped in a wooden motorboat. Crew mustered and a search was carried out. It was reported that ship's stores were stolen. Local Authorities informed through local agent.
7.	13.02.2021 0935 UTC	Pacific Trader Container	11:01.35N – 074:47.23W,	Five robbers boarded the ship under pilotage. Alert crew noticed the robbers.

ICC- IMB Piracy and Armed Robbery Against Ships Report – Second Quarter 2021

	Steaming Boarded	Cyprus 9957 9406922	Magdalena River Passage, Colombia	Master raised the alarm, crew mustered inside accommodation and pilot notified the port authorities. Seeing the alerted crew, the robbers escaped with stolen ship's properties. The ship was instructed to anchor to allow the coast guard to board and investigate.
8.	06.03.2021 2330 UTC Steaming Boarded	Pacora Container Jamaica 7464 9404821	02:20S – 079:58W, Around 10nm South of Guayaquil, Ecuador	Six armed robbers in two fast boats approached and boarded the ship under pilotage. Master raised the alarm, SSAS activated and contacted Guayaquil Authorities. The robbers took hostage one crew member and stole cargoes from the containers. Before escaping, they released the crew without any injury. It was reported that nine containers were opened and cargo damaged.
9.	11.03.2021 0210 UTC Anchored Boarded	Nordic Seoul Bulk Carrier Liberia 22860 9649861	11:59.57S – 077:14.10W, Callao Anchorage, Peru	Duty crew onboard an anchored ship noticed two robbers armed with knives on the forward mooring station and notified the duty officer. Alarm raised, PA announcement made, and crew mustered. Upon hearing the alarm, the robbers escaped with stolen ship's stores. Incident reported to local VTS and a Coast Guard patrol boat was dispatched to search the waters around the ship.
10.	16.03.2021 2230 UTC Anchored Boarded	Port Osaka Bulk Carrier Liberia 35207 9838541	12:01.1S – 077:10.5W, Callao Anchorage, Peru	Unnoticed, robbers boarded an anchored ship, broke into the forecabin store, stole ship's properties and escaped. The theft was noticed by duty crew on routine security rounds.
11.	17.03.2021 0100 UTC Anchored Boarded	Baker River Bulk Carrier Hong Kong 31336 9284269	12:00.92S – 077:11.99W, Callao Anchorage, Peru	Eight robbers armed with knives boarded an anchored ship. Duty AB was taken hostage, tied up, and later released by the robbers before escaping with stolen ship's properties. Incident reported to local port authorities and a Coast Guard patrol boat was dispatched to assist.
12.	24.03.2021 0545 UTC Anchored Boarded	Christoph Schulte LPG Tanker Singapore 9110 9368778	10:19.2N – 075:31.8W, Cartagena Inner Anchorage, Colombia	Three robbers armed with knives boarded an anchored tanker. The duty AB noticed the three robbers and immediately notified the bridge. Alarm raised and crew mustered. Seeing the alerted crew, the robbers escaped in a boat with four other robbers. Ship's properties and stores were reported stolen. Incident reported to local authorities. The Colombian Coast Guard responded and boarded the tanker for investigation.
13.	14.04.2021 0040 UTC Anchored Boarded	Seasuccess LPG Tanker Malta 25079 9787340	12:00.59S – 077:13.12W, Callao Anchorage, Peru	Three robbers armed with knives boarded an anchored tanker. Two robbers assaulted a duty AB on routine rounds. Alarm raised and crew mustered. Seeing the alerted crew, the robbers escaped with stolen ship's properties. Incident reported to authorities through local agent.
14.	04.05.2021 0030 UTC	Admiral Product Tanker	11:59.5S – 077:12.4W,	Four robbers armed with knives boarded an anchored tanker. They took the duty

	Anchored Boarded	Gibraltar 16914 9234616	Callao Anchorage No. 8, Peru	AB hostage and tied him up. The robbers stole the AB's personal belongings and ship's properties and escaped. The duty AB was later found by another duty crew. Alarm raised and PA announcement made. Owners and port authorities notified.
15.	28.06.2021 2100 UTC Anchored Boarded	Maersk Borneo Product Tanker Singapore 19758 9341445	12:01S – 077:13W, Callao Anchorage, Peru	Unnoticed, robbers boarded an anchored tanker and escaped with ship's stores. The theft was discovered by the duty crew during routine rounds.
16.	30.06.2021 0530 UTC Anchored Boarded	Maersk Borneo Product Tanker Singapore 19758 9341445	12:01S – 077:13W, Callao Anchorage, Peru	Duty watchman onboard an anchored tanker noticed three robbers on the forecastle. The watchman immediately reported to the OOW. Alarm raised and crew mustered. Upon hearing the alarm and seeing the crew alertness, the robbers escaped without stealing anything. TRAMAR port control informed and a coast guard patrol boat came and searched around the tanker.

AFRICA (EXCLUDING SOMALIA / GULF OF ADEN / RED SEA)

Ref	Date Time	Name of Ship Type/Flag/Grt/IMO Number	Position	Narration
1.	04.01.2021 0048 UTC Anchored Boarded	Niledutch Breda Container Cyprus 39106 9612765	04:42.93S – 011:44.21E, Pointe Noire North Anchorage, The Congo	Robbers armed with knives boarded an anchored ship. General alarm sounded and all crew mustered in the citadel. The robbers stole ship's stores and escaped. The incident was reported to Port Control. All crew reported safe.
2.	18.01.2021 0300 UTC Anchored Boarded	Green Freezer Refrigerated Cargo Ship Bahamas 5084 8819304	06:02.00S – 012:21.50E, Banana Anchorage, Democratic Republic of the Congo	Three robbers in a small wooden boat approached and boarded an anchored ship. Duty crew on routine rounds noticed the robbers at the forecastle store and retreated into the accommodation. Alarm raised and crew mustered. Upon hearing the alarm and seeing the crew alertness, the robbers escaped with the stolen ship's stores. Port Control contacted through VHF Ch.16. No response received.
3.	23.01.2021 0535 UTC Steaming Boarded	Mozart Container Liberia 28616 9337274	01:04.13N – 005:04.22E, Around 98nm NW of Sao Tome Island, Sao Tome and Principe	While underway, the ship was boarded by an unknown number of pirates. One crew killed. Fifteen kidnapped. Remaining three crew managed to navigate to a safe port. On 05.04.2021, the Owners confirmed that the 15 kidnapped crew were released safely on 12.02.2021.
4.	30.01.2021 0424 UTC Steaming Boarded	Rowayton Eagle Bulk Carrier Marshall Islands 35812 9575216	02:55.0N – 001:56.6E, Around 200nm SE of Accra, Ghana	Crew onboard the ship underway noticed pirates boarding and retreated into the citadel. Upon hearing of the incident, the IMB PRC immediately alerted and liaised with Regional Authorities and the vessel operators. A

ICC- IMB Piracy and Armed Robbery Against Ships Report – Second Quarter 2021

				Ghanaian Navy patrol boat was dispatched but was unable to assist due to technical difficulties. Owners advised the Master to sail towards Nigerian waters to rendezvous with a Nigerian security team, which allowed the crew to emerge from the citadel and sail, under escort, to a safe port. All crew reported safe.
5.	06.02.2021 2254 UTC Steaming Boarded	Sea Phantom Product Tanker Marshall Islands 8503 9326653	02:00.02N – 008:15.02E, Around 50nm NE of Principe Island, Sao Tome and Principe	Eight armed pirates boarded the tanker underway. Alert crew noticed the pirates and retreated into the citadel. The pirates damaged communication and navigation equipment. Upon hearing of the incident, the IMB PRC immediately alerted and liaised with Regional Authorities including a Portuguese Navy warship. Crew managed to navigate the tanker to try and rendezvous with dispatched Cameroonian and Equatorial Guinean patrol boats. The tanker was later escorted to a safe port. All crew reported safe.
6.	08.02.2021 0620 UTC Steaming Hijacked	Lian Peng Yu 809 Fishing Vessel China - -	00:51.43S – 007:20.20E, Around 83nm WSW of Port Gentil, Gabon	A fishing vessel with fourteen crew onboard was boarded and hijacked by pirates. The IMB PRC liaised with regional authorities and international warship in the region. The hijacked fishing vessel was later intercepted by Gabon Authorities on the 12.02.2021. Ten crew members were reported kidnapped earlier and the remaining crew members sailed the vessel to Gabon waters. On 06.03.2021, the 10 kidnapped crew were released safely.
7.	09.02.2021 1222 UTC Steaming Boarded	Maria E Product Tanker Panama 7064 9337822	01:35N – 005:07E, Around 112nm NW of Sao Tome Island, Sao Tome and Principe	Crew onboard the tanker underway noticed pirates boarding and retreated into the citadel. The IMB PRC immediately alerted and liaised with the operators, Regional Authorities and an international warship in the vicinity which was able to escort the tanker until an Equatorial Guinea patrol boat took over and stayed with the tanker until it was safely anchored. All crew reported safe.
8.	26.02.2021 0230–0300 UTC Anchored Boarded	Name Withheld Offshore Supply Ship France 3147 -	08:45.12S – 013:17.08E, Luanda Anchorage, Angola	Robbers boarded an anchored ship, stole ship properties and escaped unnoticed. The theft was noticed by the duty AB during routine rounds. Incident reported to port authorities.
9.	06.03.2021 0700 UTC Anchored Boarded	Name Withheld Offshore Supply Ship Luxembourg 1733 -	Douala Anchorage, Cameroon	Unnoticed, robbers boarded an anchored ship. The theft was noticed by the bosun during routine rounds. Search conducted and several ship's properties reported stolen. Incident reported to local port authorities.
10.	10.03.2021 0700 UTC	Flensburg Container	08:44.5S – 013:15.1E,	Unnoticed, robbers boarded an anchored ship. The theft was noticed by

ICC- IMB Piracy and Armed Robbery Against Ships Report – Second Quarter 2021

	Anchored Boarded	Cyprus 9990 9252773	Luanda Anchorage, Angola	the duty Bosun during routine rounds. The crew conducted a search and reported ship's properties stolen. Incident reported to local agent.
11.	11.03.2021 0120 UTC Anchored Boarded	Maersk Venturer Drilling Ship Singapore 60683 9633563	04:44.1N – 001:35.6W, Takoradi Anchorage, Ghana	An anchored ship was boarded by four unauthorised persons. Alert crew noticed the persons and informed the bridge. Incident reported to local port authorities and a security patrol team was dispatched. Nothing reported stolen.
12.	11.03.2021 1512 UTC Steaming Boarded	Name Withheld Chemical Tanker Malta 14034 -	02:48N – 002:36E, Around 212nm South of Cotonou, Benin	Nine armed pirates boarded the tanker underway. Alarm raised and distress messages activated. A Nigerian Security Vessel was dispatched to assist the tanker. By the time the security vessel arrived at the location the pirates kidnapped 15 crew and escaped. The tanker and remaining crew were escorted to a safe port.
13.	14.03.2021 0731 UTC Steaming Boarded	Name Withheld Offshore Support Vessel Luxembourg 6146 -	02:58N – 002:53E, Around 208nm South of Lagos, Nigeria	Armed pirates attacked and boarded the vessel underway. Alarm raised, Authorities notified, and all crew members retreated into the citadel. A Nigerian Security Vessel responded. The pirates managed to escape before the arrival of the Security Vessel. Crew reported safe but there were some damages to the vessel. The vessel proceeded to a safe port under the escort of the Security Vessel.
14.	23.04.2021 0903 UTC Steaming Boarded	Contship New Container Cyprus 9957 9373905	01:27N – 004:38E, Around 132nm NW of Neves, Sao Tome and Principe	Crew onboard the ship underway noticed pirates in a skiff approaching. Alarm raised and all crew mustered in the citadel. Owners and authorities were notified, and an Italian navy frigate proceeded to intervene. The pirates boarded the ship but left after a few hours as they were unable to get access to any crew. The Italian navy frigate approached and escorted the ship towards its destination. All crew reported safe.
15.	29.04.2021 0100 UTC Anchored Boarded	Songa Calabria Container Liberia 40541 9477309	08:41.3S – 013:17.7E, Luanda Outer Anchorage, Angola	Duty crew onboard an anchored ship noticed two unauthorised persons on the forecastle deck and notified the bridge. Ship's horn sounded, crew mustered, and a search was carried out. Incident reported to port authorities and a patrol boat was dispatched to investigate. Nothing reported stolen.
16.	19.05.2021 1830UTC Steaming Boarded	Atlantic Princess Fishing Vessel Ghana 768 8124412	04:33.5N – 000:15.6E, Around 66nm South of Tema, Ghana	While underway, the fishing vessel was approached, and fired upon and boarded by pirates in a small craft. The pirates stole crew personal belongings, kidnapped five crews and escaped. The Ghanaian Navy was notified, and a patrol boat was dispatched to escort the fishing vessel back to Tema. On 28.06.2021, the five kidnapped crew members were safely released.

ICC- IMB Piracy and Armed Robbery Against Ships Report – Second Quarter 2021

17.	29.05.2021 0255 UTC Berthed Boarded	Name Withheld Offshore Supply Ship Malta 3601 -	04:41.70N – 007:10.02E, Port Onne, Nigeria	Robbers in a canoe approached the berthed offshore supply ship. One robber armed with a knife boarded the vessel while the vessel's crew were engaged in cargo operations. The duty AB on deck patrol spotted the robber attempting to steal a hose coupling. Alarm raised. Seeing the alerted crew, the robber jumped overboard and escaped. Crew mustered and a search was carried out.
18.	31.05.2021 1930 UTC Steaming Boarded	Iris S Fishing Vessel Ghana 498 8210493	04:33N – 002:23E, Around 104nm South of Cotonou, Benin	Armed pirates in two skiffs approached and boarded the fishing vessel. They ransacked the vessel, kidnapped five crew and escaped. The remaining crew reported the incident to the Authorities and a Ghanaian patrol boat escorted the vessel to a safe port. Crew reported that a mother vessel was sighted in the vicinity.
19.	31.05.2021 2220 UTC Anchored Boarded	Name Withheld Product Tanker Saudi Arabia 29736 -	14:21.8S – 040:42.7E, Fernaos Veloso Bay Anchorage, Mozambique	Two robbers armed with knives boarded an anchored tanker. Duty AB noticed the two robbers and informed the OOW. Alarm raised and crew mustered. Seeing the alerted crew, the robbers escaped without stealing anything. Incident reported to the Port Authorities via the local agent.

ATTEMPTED ATTACKS

1 January – 30 June 2021

SOUTH EAST ASIA (EXCLUDING MALACCA STRAITS)

Ref	Date Time	Name of Ship Type/Flag/Grt/ IMO Number	Position	Narration
1.	09.05.2021 1439 UTC Steaming Attempted	Astro Perseus Tanker Greece 80620 9280873	01:14.80N – 104:03.00E, Singapore Straits	Duty officer onboard the tanker underway identified a wooden boat approaching from astern and noticed persons attempting to board using a rope attached to a hook and a wooden ladder. Alarm was raised, speed increased, course altered, deck lights switched on and search lights directed towards the boat. Seeing the alerted crew, the boat abandoned the attempted boarding and moved away. VTIS notified.

AFRICA (SOMALIA / GULF OF ADEN / RED SEA)

Ref	Date Time	Name of Ship Type/Flag/Grt/ IMO Number	Position	Narration
1.	14.01.2021 0849 UTC	Myrto Bulk Carrier	12:06.1N – 044:26.5E,	While underway, the ship noticed a skiff approaching. Alarm sounded and all

Steaming Attempted	Marshall Islands 43012 9518086	Gulf of Aden	crew mustered. At a distance of 0.2nm weapons and ladders were noticed in the skiff. The onboard armed team fired warning shots, resulting in the skiff aborting and moving away.
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AFRICA (EXCLUDING SOMALIA / GULF OF ADEN / RED SEA)

Ref	Date Time	Name of Ship Type/Flag/Grt/IMO Number	Position	Narration
1.	13.01.2021 1900 UTC Steaming Fired upon	Maersk Cardiff Container Singapore 50869 9529255	02:23.58N – 005:31.00E, Around 120nm SSW of Brass, Nigeria	While underway, the ship was approached and fired upon by pirates in a small craft. Alarm sounded and all crew mustered in the citadel. The incident was reported to the Regional Authorities. Ship and crew reported safe.
2.	08.02.2021 0444 UTC Steaming Attempted	Seaking Tanker Bahamas 161382 9292187	00:59.8S – 007:32.3E, Around 75nm WSW of Port Gentil, Gabon	Crew onboard the drifting tanker noticed a mother vessel launching a skiff with four persons, which approached at high speed. Master raised the alarm, increased speed, took evasive manoeuvres and non-essential crew mustered in the citadel. The skiff managed to come alongside the tanker but due to the hardening measures taken by the Master, the boarding was avoided. Crew and tanker reported safe.
3.	08.02.2021 1810 UTC Steaming Fired upon	Madrid Spirit LNG Tanker Spain 90835 9259276	00:43.91S – 006:07.91E, Around 50nm SW of Sao Tome Island, Sao Tome and Principe	Alert crew onboard the tanker underway noticed a skiff approaching at high speed. Alarm raised, crew mustered and SSAS activated. As the skiff closed, hooks and a ladder were noticed. The pirates fired upon the tanker causing damage to the accommodation. Master increased speed and commenced evasive manoeuvres, resulting in the skiff aborting the attack and moving away. Crew and ship safe.
4.	06.06.2021 1600 UTC Steaming Attempted	CP Tianjin Bulk Carrier Marshall Islands 36332 9710505	02:57.82N – 002:44.18E, Around 208nm SSW of Lagos, Nigeria	Six pirates in a skiff, armed with weapons approached and attempted to board the ship underway. Alarm raised and crew mustered. Master sent a distress message, increased speed and commenced evasive manoeuvres. Ladders with hook sighted on the skiff. The pirates showed their weapons to the Master. After 40 mins of attempting to board, the pirates aborted and moved away due to the hardening measures taken by the Master. Crew and ship safe.