

## Delivery of cargo without production of the bills of lading

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Liability arising from the delivery of cargo without production of the bills of lading is not recoverable under the Rules unless the Managers in its discretion so decides. However, if Assureds decide for commercial reasons to make such delivery but need to protect their position, they are recommended to require the following letter of indemnity from cargo owners to be countersigned by an acceptable bank:

To: \_\_\_\_\_  
the owners of the S.S./M.V. \_\_\_\_\_  
Dear Sirs, \_\_\_\_\_  
S.S./M.V. \_\_\_\_\_  
Goods: \_\_\_\_\_  
B/L No: \_\_\_\_\_  
Description \_\_\_\_\_  
Marks \_\_\_\_\_

The above goods were shipped on the above vessel by (name of shipper) (and consigned to us) but the relevant bills of lading have not yet arrived.

We hereby request you to deliver such goods without production of the relevant bills of lading to

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

**1** To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss or damage of whatsoever nature which you may sustain by reason of delivering the goods to (us) in accordance with our request.

**2** To pay you on demand the amount of any loss or damage whatsoever which you, the master and/or agent of the vessel or any other of your servants or agents may incur as a result of delivering the goods as aforesaid.

**3** In the event of any proceedings being commenced against you or any of your servants or agents in connection with the delivery of the goods as aforesaid to provide you or them from time to time with sufficient funds to defend the same.

**4** If the vessel or any other vessel or property belonging to you should be arrested or detained or if the arrest or detention thereof should be threatened, to provide on demand such bail or other security as may be required to prevent such arrest or detention or to secure the release of such vessel or property and to indemnify you in respect of any loss, damage or expenses caused by such arrest or detention whether or not the same may be justified.

**5** To produce and deliver to you the bills of lading for the above goods duly endorsed, as soon as these documents shall have arrived.

**6** The liability of each and every person under this indemnity shall be joint and several and shall not be conditional upon your proceeding first against any person, whether or not such person is party to or liable under this indemnity.

**7** This indemnity shall be construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England. (This clause may be amended to show another jurisdiction where appropriate).

Yours faithfully,

For and on behalf of

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For and on behalf of

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Bankers