

# SAUDI ARABIAN OIL COMPANY (Saudi Aramco)

## GENERAL INSTRUCTION MANUAL

ISSUING  
ORG.

TERMINAL OPERATIONS DEPARTMENT

SUBJECT

CLAIMS AGAINST THIRD PARTIES FOR DAMAGE OR LOSS AND  
EXCEPTIONAL MARINE ASSISTANCE

GI NUMBER

Approved

86.010

ISSUE DATE  
05/02/2010

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02/10/2001

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### CONTENT:

This instruction outlines the procedures for documenting, charging and securing payment from third parties who receive exceptional marine assistance and / or who cause damage or loss to Saudi Aramco property or facilities either directly or indirectly as a consequence of using Saudi Aramco ports or terminals. It does not, however, include oil spill claims, which are covered under G.I. 2.104.

This instruction consists of the following sections:

1. Glossary
2. Definitions
3. Company Policy
4. Responsibilities
5. Identifying and Investigating a Chargeable Event
6. Estimating the Maximum Financial Guarantee Requirement
7. Initial Actions and Documentation to Ensure Recoverability of Debt
8. Developing the Claim
9. Claim Invoicing
10. Claim Collection
11. Claim Write-off

### 1.0 GLOSSARY

#### 1.1 ABBREVIATIONS USED IN THIS DOCUMENT

AIM	Accounting Instruction Manual
AP&SD	Accounting Policies & Systems Department
BOD	Banking Operation Division
CM&ID	Cash Management and Investment Division
FAD	Financial Accounting Department
* RMD	Risk Management Division
GIM	General Instruction Manual
GLAD	General Ledger Accounting Division
GLRU	General Ledger Reconciliation Unit
SA&RU	Services Accounting & Receivable Unit/PAD
PAD/OAD	Payable Accounting Division/OAD (Operations Accounting Department)
** PMBA&CD	Performance Management Business Advisory & Costing Division/FA&PAD (Financial Analysis & Performance Advisory Department)
SAD	Services Accounting Division
TOD	Terminal Operations Department
* TPOD	Terminal Pilotage Operations Division
TTSU	Tankship Technical Support Unit
* VTSO	Vessel Traffic System Operator
** P&I Club	Protection and Indemnity Club

#### 1.2 RELATED INSTRUCTION MANUALS, REPORTS AND FORMS

GI 20.500      Expenditure Control- Expenditure Request Forms

\* CHANGE

\*\* ADDITION

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	GI 6.001	Notification Requirements for Incidents
	GI 6.003	Guide for Committees Investigating Major Incidents and Engineering Reviews of Other Incidents
	GI 202.300	Accounting for Major Casualty Costs
*	GI 216.965	Cost Distribution Rates
	AIM 206	Accounting for Disposition of Capital Assets
	AIM 724	Marine Assistance Charges to Third Parties
	AIM 804	Allocation of Corporate Overheads - Third Parties
	AP 10-01	Accounts Monitoring Sub-ledger
	AR 10-01	Customer's Statement of Account
*	SA-1410	Internal Order Request
	SA-5166	General Protest Letter

### 2.0 DEFINITIONS:

#### 2.1 THIRD PARTY

For the purpose of this document "Third Party" means the owner, operator, manager, or agent of any ship or vessel, which is neither owned nor operated by Saudi Aramco or its affiliates.

#### 2.2 NORMAL MARINE ASSISTANCE

Marine Assistance means any and all assistance provided by Saudi Aramco to vessels within the ports and terminals of Saudi Aramco.

Normal marine assistance includes one berthing, one unberthing and allied operational assistance provided to Third Party vessels on a day to day basis and which is expected to be provided as a normal function of a vessel's use of the port. It includes multiple berthing when exercised as a Saudi Aramco option.

In the Port of Ras Tanura normal marine assistance is provided free of charge. At Saudi Aramco's Western Region Ports, all berthing and unberthing assistance, whether normal or not is charged to the ship's Agent at tariff rates set by Royal Decree with no corporate overhead added.

#### 2.3 EXCEPTIONAL MARINE ASSISTANCE

- \* Exceptional Marine Assistance means any marine assistance other than Normal marine Assistance (see section 2.2 above). The requirements of this General Instruction that apply to cases of Exceptional Marine Assistance shall not apply to the ports of Jeddah, Duba and Jizan where it is standard practice to charge for any and all marine assistance provided.

#### 2.4 CHARGEABLE EVENT

A Chargeable Event is any event resulting in damage, loss or costs to Saudi Aramco in excess of US \$1000 per occurrence, caused directly or indirectly by a Third Party as a consequence of using Saudi Aramco ports or terminals. This includes the provision of Exceptional Marine Assistance.

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**2.5 LETTER OF UNDERTAKING (LOU)**

A Letter of Undertaking is a document provided to Saudi Aramco from a vessel's P&I Club or other acceptable body ("Guarantor") guaranteeing to pay upon demand such sums as may be awarded by the Court or Tribunal named therein in respect of the claim. Such LOU is issued in exchange for refraining from taking action to detain or arrest the vessel (see Attachment #1 to this G.I. "Sample LOU").

**2.6 BANK GUARANTEE (BG)**

A Bank Guarantee is a document provided to Saudi Aramco from a Third Party's Bank ("Guarantor") giving an unconditional and irrevocable guarantee to pay upon demand a sum not exceeding the amount stated therein if the Third Party fails to pay the amounts due (see Attachment #2 to this G.I. "Sample Bank Guarantee").

**2.7 THE GUARANTEE DOCUMENT:**

A Letter of Undertaking or Bank Guarantee or other form of written security approved by Saudi Aramco.

**3.0 COMPANY POLICY:**

- \* It is company policy to hold the appropriate Third Party responsible for, and to recover from that Third Party, all expenses and costs for a Chargeable Event. In this regard, all expenses such as, but not limited to, man hours, material, invoice costs, labor, equipment usage, berth occupancy and transportation costs incurred by Saudi Aramco, including applicable corporate overheads, are for the Third Party's account.

The Master of each vessel arriving at a Saudi Aramco facility shall be required to sign the document "Instructions to Masters and Conditions of Use of Port", binding him and the vessel's third party principals to the agreement to reimburse Saudi Aramco for any of the Chargeable Events as defined above. The term "Third Party principals" shall be construed to include, but not be limited to, owners, operators, managers, charterers and all underwriters at interest therewith and, where applicable, cargo owners and their underwriters at interest.

In the event of damage by a Third Party or the provision of Exceptional Marine Assistance, an appropriate Guarantee Document (see section 7.1.1) must be executed and obtained for an adequate amount (see section 6.0) to ensure the payment of Saudi Aramco's claim.

**4.0 RESPONSIBILITIES:**

In this section "Port Captain" means the Saudi Aramco Port Captain or his designated deputy. "Facility Superintendent" means the Superintendent of the affected facility or his designated deputy.

**4.1 IN ALL CASES**

The Port Captain is responsible for:

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- Identifying and investigating the cause of a Chargeable Event.
- Identifying and naming the Third Party.
- Issuing and receiving all documentation involving the Third Party.
- Obtaining a Guarantee Document for that event as soon as possible so that the vessel may be permitted to sail without undue delay.
- Keeping historical records of all incidents.
- Making the necessary notifications as per GI 6.001.

\* TPOD internal responsibilities are further outlined under sections 7.0 & 8.0.

#### 4.2 IN CASES OF EXCEPTIONAL MARINE ASSISTANCE

- \* The Saudi Aramco Port Captain is responsible for determining the Financial Guarantee requirement and for assigning a unique Marine Assistance Claim Number for each such incident.

#### 4.3 IN CASES OF THIRD PARTY DAMAGE TO A FACILITY

- \* In the case of facility damage, the Facility Operations Superintendent is responsible for determining the Financial Guarantee requirement and for opening an Internal Order (IO) Account (See Section 8.2.1).
- \* The Facility Superintendent shall inform the duty Senior Harbor Pilot, TPOD as soon as possible of the Financial Guarantee requirement but in any case not later than the estimated departure time of the Third Party's vessel (see section 6.0 "Estimating the Financial Guarantee Requirement").

#### 4.4 FINANCE ORGANIZATIONS

Invoice processing in cases of exceptional Marine Assistance is accomplished through SA&RU and other organizations of the Controller.

- \* Claim summarization, collection and finalization in cases of Third Party Damage to a Facility are accomplished through RMD and other organizations of the Treasury.

##### 4.4.1 CASES OF EXCEPTIONAL MARINE ASSISTANCE:

- \* SA&RU of PAD will prepare an invoice based on the supporting claim information provided by TPOD of TOD. In providing this information, TPOD shall follow the requirements of section 9.1 "Requesting Preparation of an Invoice or Claims".

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- \* C&CD of Treasury Services Department (TSD) is responsible for the collection of invoices and SA&RU is responsible for the follow-up on invoices until these invoices are collected or written off.
- \* The GLRU is responsible for recording the receipt of cash and reversing the receivable based upon the cash remittance advice received from BOD.
- \* The Treasury Services Department may write off an uncollectible claim within the limits prescribed by the Automated Approval Authority System (AAAS). (Refer to GI 21.201 "Approval Authority").

**4.4.2 CASES OF DAMAGE BY THIRD PARTIES:**

- \* RMD, upon request from the Facility Superintendent, will assign an IO type code - 67 account that will be used to accumulate costs associated with the Third Party Claim. When repairs are completed and supporting documents supplied to RMD and all costs have been charged to the IO account, RMD will finalize and present the claim and become responsible for collection. RMD has the authority to seek assistance from other parties (Proponent Department, Law Department, Ship-owner, etc.) until final settlement of the claim is received by Saudi Aramco.

**4.5 LAW DEPARTMENT:**

It is the responsibility of the Law Department to:

- Provide advice, when requested, concerning the amount of the Financial Guarantee.
- Review for legal sufficiency any proposed revisions to the standard form Letter of Undertaking or Bank Guarantee, or any proposed non standard Guarantee Document offered by the Third Party Guarantor, and provide related legal advice as requested by the duty Senior Harbor Pilot.
- Provide legal advice, when requested, at all stages of the claim process to all involved organizations and to take action with respect to further efforts to collect the claim if so required.

**5.0 IDENTIFYING AND INVESTIGATING A CHARGEABLE EVENT:**

- \* Any event resulting in loss, costs, damage or possible damage to Saudi Aramco property by a Third Party shall be protested immediately. The cause of such an event shall be fully investigated and documented by the Port Captain or his designated deputy. Based on investigation report from Port Captain, loss, costs, or damage to the facility shall be fully investigated and documented by the Facility Superintendent.

Where the result of a preliminary investigation conclusively shows that the loss to Saudi Aramco is less than the minimum for a Chargeable Event (see section 2.4 "Chargeable Event"), the vessel shall be released to sail.

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- \* Where the loss to Saudi Aramco is equal to or greater than the minimum for a Chargeable Event, the process of recovery from the Third Party shall be initiated and a suitable Guarantee Document obtained for the estimated loss amount as soon as possible and prior to the ship's planned departure time.

### \* 6.0 ESTIMATING THE FINANCIAL GUARANTEE REQUIREMENT:

When estimating the Financial Guarantee, any loss or expense incurred by Saudi Aramco as a direct or indirect result of the Chargeable Event shall be considered. This includes, but is not limited to, the cost of labor, material, invoices, equipment usage, repair work, loss of earnings, berth occupancy, other Third Party claims and applicable corporate overheads.

The figure so estimated shall be in an amount sufficient to ensure that items such as underestimation and initially hidden costs are covered, but in no event shall it be less than 150% of the known or estimated costs.

- \* In cases of damage where a reasonable estimate of the Financial Guarantee cannot be calculated quickly, the facility Superintendent or Senior Pilot or Yanbu Pilotage Support Group Leader (as practicable) shall consult with both RMD and Law Department in order to establish an acceptable figure. If consultation with either RMD or Law Department is not possible, the facility manager shall allocate an arbitrary but exaggerated worst-case figure.

### 7.0 INITIAL ACTIONS AND DOCUMENTATION TO ENSURE RECOVERABILITY OF DEBT:

Whenever a Third Party vessel incurs a debt for a Chargeable Event the following actions shall be taken in order to guarantee so far as possible the recoverability of that debt:

#### 7.1 INITIAL ACTIONS BY THE DUTY SENIOR HARBOR PILOT

##### 7.1.1 DETERMINE THE TYPE OF GUARANTEE DOCUMENT REQUIRED:

The Duty Senior Harbor Pilot shall determine what type of Guarantee Document is required for the particular Chargeable Event as follows:

- \* In cases of Third Party damage/Exceptional Marine Assistance, a Letter of Undertaking from vessel's P & I Club (see Section 2.5 above) should be obtained as the financial guarantee document to ensure payment of Saudi Aramco's claim.

In the event that the vessel is uninsured or cannot produce an LOU, a Bank Guarantee, cash advance or other suitable security (see Section 7.6 "Alternative Security") should be obtained in lieu thereof.

The Duty Senior Harbor Pilot must then fax the vessel's agent the standard request for the Letter of Undertaking (in the case of Third Party Damage) or Bank Guarantee (in the case of Exceptional Marine Assistance) for the amount determined. The standard fax forms for this purpose should be used. Copies of these forms are attached (Attachments #3 and #4 to this GI).



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**7.1.2 NOTIFY THE VESSEL'S MASTER:**

The vessel's Master shall be notified that his vessel has incurred a recoverable debt as the result of a Chargeable Event, and that his vessel will not be permitted to depart Saudi Arabian waters until the appropriate Guarantee Document has been received. The Master must be formally notified of this via a protest letter stating Saudi Aramco's intent to claim for the Chargeable Event.

The Third Party vessel, if not at berth, shall be directed to anchor pending the result of the investigation and / or issuance of the satisfactory guarantee document.

**7.1.3 DETERMINE THE AMOUNT OF GUARANTEE:**

In the event of Exceptional Marine Assistance, the duty Senior Harbor Pilot shall, on behalf of the Saudi Aramco Port Captain and in consultation with the Supervisor Tankship Technical Support Unit, determine the amount of the Financial Guarantee.

- \* In the event of property or facility damage, the duty Senior Harbor Pilot shall notify the facility Operations Superintendent that damage has occurred and that a Financial Guarantee amount is required at the earliest opportunity, but in any case not later than the ship's planned departure time. If the damage is sufficiently large/major as defined in GI-6.001, Para 3.2, the Facility Operations Superintendent or Facility Manager shall determine the amount of the Financial Guarantee and advise the Duty Senior Harbor Pilot.

**7.2 SUPPORTING DOCUMENTATION:**

In all cases of a Chargeable Event, the following documents shall be issued or obtained:

- Protest letter Form No. 5166:

The assigned Harbor Pilot shall issue a protest letter on Saudi Aramco form number 5166 (7/02) to the Master of the Third Party vessel. The protest letter should state the nature of the incident, type of damage, the time of the incident and the specific location. It should also state that a Letter of Undertaking will be required and that the vessel is not permitted to depart from the port until such letter is received.

In the unlikely event that the Master refuses to sign the protest letter, it should be noted on the form in the place for his signature as "Declined to sign". If the Master wishes to add a signed codicil, he may be permitted to do so.

- Counter protest letter:

Should the Master issue a protest letter countering or explaining the circumstances in the protest letter given to him, such counter protest should be accepted by signing "for receipt only and without prejudice" with no other comment.

- Statement of facts - Third Party:

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Where applicable, the Master of the vessel should be asked to give a statement of facts. Should he decline, that fact should be noted by the assigned Harbor Pilot in his report of the incident.

- Report of the incident - assigned Harbor Pilot:

The assigned Harbor Pilot shall make a written report to the Chief Harbor Pilot giving full details of the event. This document is intended only for internal use within the company.

- Statement of facts - Duty Senior Harbor Pilot:

A Statement briefly outlining the events should be provided by the duty Senior Harbor Pilot as a cover document for the supporting document package.

- Other documents:

The Duty Senior Harbor Pilot shall also assemble all relevant documents to the claim, including those documents listed above and any other supporting documents such as, but not limited to, notes which may have been written by the assigned Harbor Pilot at the time of the incident; copies of instrument printouts including course recorder, telegraph recorders and engine movement (bell) book; ship's log book entries, echo sounder charts and Officers' statement of facts.

The Duty Senior Harbor Pilot must use his judgment to gather as much information as possible concerning the facts of the claim, particularly in the case of serious damage. This may extend to obtaining statements from other personnel such as Jetty Operators, Marine Craft Captains, personnel from other vessels or any other Company and Third Party witnesses.

### 7.3 ACTIONS AFTER RECEIVING THE GUARANTEE DOCUMENT:

#### 7.3.1 AT RAS TANURA:

- \* The Third Party's agent or representative must present the original Guarantee Document to the supervisor of Saudi Aramco's TTSU Office at Ras Tanura and fax a copy to the Ras Tanura Duty Senior Harbor Pilot for his review. It is the responsibility of the duty Senior Harbor Pilot to determine if the document is acceptable to Saudi Aramco.
- \* If the Guarantee Document is acceptable, the Ras Tanura TTSU Supervisor will arrange for the delivery of the original Guarantee Document to BOD, who will hold it until payment of the claim is received. If the Guarantee Document is not acceptable by Saudi Aramco, then the Port Captain or his designee will contact Law Department for further advice.

#### 7.3.2 AT WEST COAST PORTS:



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- \* The Third Party's agent or representative must present the original Guarantee Document to the Chief Harbor Pilot, Jeddah or Yanbu Pilotage Support Group Leader.

Upon receipt of this document, the Chief Harbor Pilot will review and determine whether it is acceptable to Saudi Aramco.

If it is acceptable, the Chief Harbor Pilot will arrange for its delivery to BOD, who will hold it until payment of the claim is received.

**7.4 REVIEWING THE CONTENT OF A LETTER OF UNDERTAKING:**

The LOU must be satisfactory in both form and content to Saudi Aramco. To this end the letter must be exactly as per the attached sample letter (Attachment #1) and must be signed by the proper Representative.

**\*\* 7.5 REVIEWING AND MODIFYING THE CONTENT OF A LETTER OF UNDERTAKING:**

All LOU's that include modifications must be reviewed and approved by Saudi Aramco Law Department prior to being submitted for signature to the vessel's master / owner or the P&I clubs duly appointed agent as appropriate. Any departure from these rules may render Saudi Aramco powerless to recover the debt.

**7.6 REVIEWING THE CONTENT OF A BANK GUARANTEE:**

A Bank Guarantee must be satisfactory in both form and content to Saudi Aramco. To this end the letter must be exactly as per the attached sample letter (Attachment #2).

The Bank Guarantee must be from local banks or banks acceptable to Saudi Aramco and must be signed by an authorized signer and have the Bank's official stamp affixed on the face thereof.

Bank guarantees that include modifications must be reviewed and approved by Saudi Aramco Law Department prior to acceptance. Any departure from these rules may render Saudi Aramco powerless to recover the debt.

**7.7 ALTERNATIVE SECURITY:**

Any security proposed by the Third Party as an alternative to an LOU or a Bank Guarantee must be submitted to the Saudi Aramco Law Department for advice on whether such document is acceptable to Saudi Aramco.

**7.8 RELEASING THE VESSEL:**

The vessel shall not be permitted to sail until the Guarantee Document has been received and is satisfactory in every detail as given above.

If the Guarantee Document cannot be obtained for any reason, the following procedures will apply:

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1. The Senior Harbor Pilot shall inform the Chief Harbor Pilot and the Saudi Aramco Port Captain.
2. The Saudi Aramco Port Captain will contact the Saudi Aramco Law Department for advice on specific actions. This will be done as early in the business day as possible.
3. Action specified by the Saudi Aramco Port Captain will be based upon advice received from the Law Department.
4. In the event that the Saudi Aramco Port Captain is unable to contact the Law Department prior to the vessel's scheduled departure time, and if the circumstances are such that it is in Saudi Aramco's best interests, the Port Captain may, in his sound discretion, and, if possible, after discussion with the concerned Department Manager, permit the vessel to sail without having provided the required Guarantee Document. In such event, the vessel's agent should be notified that the vessel has been allowed to sail under protest and without prejudice to Saudi Aramco's claim.

In the unlikely event that a vessel proceeds to sail unassisted in violation of the prohibition, the Saudi Aramco Government Affairs Representative on duty should be notified who will, in turn, notify the appropriate Government Agency of the violation.

### 8.0 DEVELOPING THE CLAIM:

#### 8.1 CASES OF EXCEPTIONAL MARINE ASSISTANCE:

- \* In the case of Exceptional Marine Assistance, TPOD shall pursue the claim for restitution of all costs and expenses under the direction of the Saudi Aramco Port Captain.

##### 8.1.1 GENERATING A CLAIMS TIME LOG:

- \* The assigned Harbor Pilot will inform the duty VTSSO of all relevant timing, the duty VTSSO will then generate a Marine Assistance Claim Time Log for each incident of Exceptional Marine Assistance that is determined to be a Chargeable Event. He will then forward this document, (together with the supporting documents referred to in Section 7.2 above) to the Chief Harbor Pilot for review, who will then forward them to the TTSU Supervisor for processing.

##### 8.1.2 COST ACCUMULATION:

- \* The TTSU Supervisor, under the direction of the Saudi Aramco Port Captain, will receive all documents related to the marine assistance event and retain file copies of the documents.
- \* TTSU Supervisor will prepare a Cost Report and will assign to it a unique reference number. Labor, marine equipment and aircraft usage costs will be based on Saudi Aramco Cost Distribution Rates for the current year (see GI 216.965 "Cost Distribution Rates").

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The report must itemize the costs for labor, marine equipment and aircraft usage as well as materials and invoices, and must include the allocated Corporate Overhead as a separate line item. The Corporate Overhead is applied one-quarter ( $\frac{1}{4}$ ) of full Corporate Overhead (three year moving average) rate on direct costs such as material and other invoices services in accordance with AIM 804. However, Corporate Overhead is no longer applied on reallocated labor, marine equipment and air craft usages, and other internal resources that based the charges on cost distribution rates since the rates are already at full cost.

The three-year moving average Full Corporate Overhead is established annually by PMBA&CD and communicated to SA&RU and other interested parties.

Operational costs (excluding overheads) incurred in the event are charged to Account No. 391-520 "RT Pilotage Operations Unit".

**8.1.3 INITIATING THE CLAIM:**

When the file containing the Claims Time Log, supporting documents for the claim (see section 7.2 above) and Cost Report is complete, the documents must be packaged and sent with a covering letter to SA&RU requesting the preparation of an invoice to the Third Party (see Section 9.0 "Claim Invoicing").

**8.2 CASES OF DAMAGE TO A FACILITY:**

In the case of damage to a facility, the claim for restitution of all costs and expenses shall be coordinated by the appropriate facility personnel under the direction of the Operations Superintendent of the affected facility.

**\* 8.2.1 OPENING AN INTERNAL ORDER ACCOUNT:**

- \* The Facility Operations Superintendent will, as soon as possible, telephone the Administrator, Risk Management Division of Treasury Advisory Department and request that an internal order account be opened. The account number will be IO 6700100 XXX "Ord / Ext Casualty Losses" and a unique sub number will be assigned with appropriate phase numbers.
- \* When requesting an internal order account, a brief written description of the incident, including the date, time, place and estimated repair cost, is to be faxed to RMD.
- \* RMD will respond by sending the IO account number together with a letter of instruction for accumulating costs under this IO Account. Also attached will be a document for use when the cost accumulation is complete and the IO Account is to be closed. This document summarizes the totals of all costs and requires the approval signature of the Facility Manager.
- \*\* Proponent Department shall cooperate with the vessel interests appointed surveyor/loss adjuster after coordination with RMD.

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**8.2.2 COST ACCUMULATION:**

- \* The Operations Superintendent of the affected facility will generate, receive and approve cost documents related to the facility damage and will retain file copies of the documents. Costs (excluding overhead) incurred in the repair of the damaged facility will be charged to the appropriate IO Account indicated in 8.2.1 above and monthly the charges will close to the appropriate Divisional or Unit account based upon the IO instruction.

- \* Only costs directly related to the incident should be accumulated under the Internal Order Account.

The replacement of capital assets is accounted for by retiring the net book value of the damaged asset to the IO Account (GI-202.300). Such replacement requires an expenditure request in accordance with GI 20.500 and AIM-206.

- \* The cost of labor, marine equipment and air craft usage provided by Saudi Aramco will be based on Saudi Aramco Cost Distribution Rates for the current year (see GI-216.965 "Cost Distribution Rates"). No Corporate Overhead is applied on these costs as the Cost Distribution Rates are already at full costs.

Corporate Overhead shall be applied on direct costs such as materials and invoice services as explained in Para 8.1.2.

All costs accumulated under the IO account must be fully documented and a copy of all back-up documents must be provided to RMD. Any costs not fully supported will be charged back to the Department's operating account.

- \* TPOD will summarize the cost of any labor, marine equipment and aircraft usage, as well as materials and invoices which it has used in connection with the incident, and will prepare a cost report which it will forward to the facility Operations Superintendent for inclusion in the IO Account.

- \* **8.2.3 CLOSING THE INTERNAL ORDER ACCOUNT:**

- \* When repairs and retirement action, if applicable, are completed, the Internal Order account should be closed. This is achieved by forwarding all copies of back-up documentation for the costs accumulated together with the completed cover document for closing the IO account to the Administrator of RMD.

- \* In order to claim damage repair costs from the third party, the following documentation is to be provided to RMD:

1. Protest letter
2. Instructions to Masters and Conditions of Use of Port (SA-3032) signed by the Master of the vessel responsible for the damage.

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3. Statement of facts from the Master and from the Harbor Pilot.
4. Incident report.
5. Owner's, operator's or manager's name, address, fax and telephone numbers.
6. Agent's name (in Saudi Arabia), address, telephone and fax numbers.
7. The name of the vessel's P&I Club (if possible), address, telephone and fax numbers.
- \*\* 8. All communications exchanged with the vessel interests.
- \*\* 9. Scope of work/ Plan of the repair.
- \*\* 10. Repair tendering and contracting documents.
11. Complete documentation for all repair charges to be claimed from the third party.

**9.0 CLAIM INVOICING:****9.1 REQUESTING PREPARATION OF AN INVOICE OR CLAIM****9.1.1 IN CASES OF EXCEPTIONAL MARINE ASSISTANCE**

- \* TPOD of TOD must support the claim with the following documents:
  1. A copy of the Guarantee Document.
  2. A costs report (summary of the charges stating each charge including full overhead as one figure for each item).
  3. Copies of any other related documents.
- \* TPOD is also responsible for the provision of all technical information as and when required to support the claim.
- \* As soon as possible, TPOD shall send a letter together with the above supporting documents to SA&RU for the preparation of an invoice to the Third Party. The letter should state the total charges, including the full corporate overheads, the Third Party's name and address, the description of the damage or assistance provided and any other information that will facilitate the Third Party's verification and approval.
- \* NOTE: TPOD of TOD should never give any payment instructions to SA&RU or third parties. SA&RU must indicate on the invoices the payment instructions as provided by Treasurer's.

**9.1.2 IN CASES OF DAMAGE BY THIRD PARTIES:**

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- \* When repairs are completed and all costs have been charged to the IO Account, the Facilities Operations Superintendent will provide a statement to RMD verifying that all charges are complete and appropriate. Supporting documentation of all costs charged to the IO Account will already have been provided to RMD on a monthly basis.

**9.2 PROCESSING MARINE ASSISTANCE INVOICES AND THIRD PARTY DAMAGE CLAIMS****9.2.1 PROCESSING THE MARINE ASSISTANCE INVOICE**

- \* With the information received from TPOD, SA&RU will do the following:

Determine if there is an existing receivable account for the third party. If there is an account, prepare the invoice and charge that account as described below. If there is no account, establish customer account under the reconciliation general ledger account 1203010, Account Receivable – Miscellaneous General.

Prepare an invoice, as soon as possible. The invoice must bill the third party for the direct cost plus full corporate overhead as one figure for each charge type.

SA&RU records the invoice (claim receivable) in the SAP System as follows:

**Debit-**

1203010      Account Receivable – Misc General  
Customer Account Number.  
-for all costs including Corporate Overhead

~ For all costs including overhead.

**Credit**

7409702      Service Income- Outsiders  
Cost Center 391520      "RT Pilotage Unit" or  
Cost Center 391540      "Western Region Pilotage Operations Unit"

~ For total costs excluding Corporate Overhead based on TPOD cost report.

**Credit**

7409710      Corporate Overhead Recovery, Cost Center 664310

~ For the one-quarter ( $\frac{1}{4}$ ) of full Corporate Overhead applied on direct costs such as materials and invoice services.

Refer to AIM 804 for the accounting of Corporate Overhead rates for external/third parties.



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**9.2.2 PROCESSING THE THIRD PARTY DAMAGE CLAIM:**

- \* RMD will prepare and forward the documented claim to the third party or its designated representative. Instructions for the method of payment to Saudi Aramco will be explained in the claim instruction. RMD will follow and negotiate the claim as needed until the final settlement is reached and payment received. Upon receipt, the payment will be credited to the appropriate account by BOD or CM&ID.

**9.3 DISTRIBUTION OF THE MARINE ASSISTANCE INVOICE:**

- \* a. SA&RU will submit the invoice and supporting documentation to the Invoice Collector who in turn communicates the invoice to the customer in accordance with the requirements of the associated agreement.
- \* b. The Invoice Collector will coordinate with the customer for collection of the invoice amount.
- \* c. SA&RU will forward a copy of the journal entry and a copy of the invoice together with the supporting documents to GLRU for scanning.

For inter-company accounts (10-00137-0XX), SA&RU will send a copy of the invoice to the Supervisor of GLAD.

**10.0 CLAIM COLLECTION:**

Collection Unit, BOD is responsible for the collection of and follow-up on Marine Assistance invoices until they are collected or written-off.

GLRU shall record funds received by entries in the following accounts:

**Debit:**

1200014 "Customer Payment Clearing".

**Credit:**

GL Account 1203010 "Accounts Receivable – Miscellaneous General, Customer Account Number

**10.1 CLAIM MONITORING:****10.1.1 IN CASES OF EXCEPTIONAL MARINE ASSISTANCE**

- \* SA&RU is responsible for monitoring and reconciling sub-ledger of customer accounts under the general ledger account 1203010.

**10.1.2 IN CASES OF DAMAGE BY A THIRD PARTY:**

- \* RMD is responsible for Third Party claim collection and monitoring.

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### 10.2 CLAIM REFERRAL TO LAW:

#### 10.2.1 LEGAL OPINIONS:

Any interested Saudi Aramco Business Entity may, at any time, refer claims to the Law Department for an opinion on any issue pertaining to liability for or collection of the debt, or any other legal matter related thereto.

#### 10.2.2 NON PAYMENT BY THIRD PARTY OR GUARANTOR:

- \* If BOD (for Exceptional Marine Assistance Claims), or RMD (for third party damage claims) cannot collect the receivable due to the Third Party's or its Guarantor's refusal or inability to pay after they have been properly invoiced, representatives of BOD or RMD shall consult with the Law Department and either the Saudi Aramco Port Captain or the facility Operations Superintendent, as appropriate, to determine the next step in the collection process including, but not limited to referring the matter to arbitration or litigation in the appropriate forum.

#### 10.2.3 COLLECTION PROCEEDINGS:

In the event that a Court or Arbitral Tribunal renders a final judgment or award in favor of Saudi Aramco on a claim and the Third Party or its Guarantor refuse to pay, the Law Department shall take such legal action against such party (ies) as it deems necessary and advisable to collect such judgment or award. Such action shall include, but not be limited to, having the vessel in question, or any other vessel(s) or property of the Third Party, arrested on the occasion of the next visit to Saudi Arabia by such vessel or vessels, or at any other location outside Saudi Arabia where the remedy of vessel or property arrest and seizure is available to enforce such award or judgment.

Upon commencement of any collection proceedings following a final judgment or award, the Law Department shall keep BOD advised concerning the success of collection efforts and make recommendations as it deems appropriate regarding the potential for recovery and whether further collection efforts should be pursued. If the collection efforts are successful, the Law Department shall so advise BOD and the claim will be collected and processed by BOD as above. If the Law Department recommends that the claim not be pursued, the claim will be written off as set forth below.

### 11.0 CLAIM WRITE-OFF:

#### 11.1 IN CASES OF EXCEPTIONAL MARINE ASSISTANCE:

If the collection of a claim has been collectively determined to be uncollectible by BOD, Law Department and Terminal Operations Department, (see section 10.3.2 above, or if Law Department recommends that the claim not be pursued, see section 10.3.3 above), BOD shall initiate a request for write-off of the amount. BOD shall obtain the appropriate approval for write-off as prescribed by the Automated Approval Authority System (AAAS) and shall inform the Saudi Aramco Port Captain of the write-off action.

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### 11.2 IN CASES OF DAMAGE BY A THIRD PARTY:

- \* Third Party damage repair costs are charged to account 440-910/911 and no account receivable exists for the claim. If a collection of a claim has been collectively determined to be uncollectible in whole or in part by RMD, Law Department and the appropriate Department owning the facility (see section 10.3.2 above, or if Law Department recommends that the claim on the balance of the claim not be pursued, see section 10.3.3 above), no further collection action will be made if approved within the prescribed limits of the AAAS.

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Approved By:

\_\_\_\_\_ Date \_\_\_\_\_  
General Counsel, Law Department

\_\_\_\_\_ Date \_\_\_\_\_  
Manager, Treasury Advisory Department

\_\_\_\_\_ Date \_\_\_\_\_  
Manager, Yanbu Refinery Department

\_\_\_\_\_ Date \_\_\_\_\_  
Manager, Jeddah Refinery Department

\_\_\_\_\_ Date \_\_\_\_\_  
Manager, Terminal Operations Department

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**Attachment #1****CORRECT FORMAT  
OF LETTER OF UNDERTAKING BY P&I CLUB**Saudi Arabian Oil Company (Saudi Aramco)  
Dhahran 31311  
Saudi Arabia

Saudi Arabia Re: M/T \_\_\_\_\_ (Vessel)

Subject: \_\_\_\_\_

On \_\_\_\_\_

(Date)

(Time)

Dear Sirs,

In consideration of your consenting to the release from arrest and / or refraining from taking action resulting in the arrest or detention of the M/T \_\_\_\_\_ (Vessel) owned by \_\_\_\_\_ (owner) or any other ship or any other property in the same ownership, associated ownership or management for the purposes of obtaining security in respect of your above referenced claim, we hereby undertake to pay on demand such sums as may be awarded by any final unappealable judgment or decision of the Board of Grievances of the Kingdom of Saudi Arabia or any appellate court or tribunal on appeal there from or as may be agreed by the parties to be recoverable from the owners and / or Demise Charterers of the above named ship in respect of the said claim, together with costs, provided that the total of our liability hereunder shall not exceed the sum of US \$ \_\_\_\_\_ plus costs.

We understand that the limitation of liability stated herein is based on preliminary damage estimates and agree to provide supplemental security in this same form to Saudi Aramco if the damages and requisite related repairs are subsequently determined to exceed this amount.

And for the consideration aforesaid we have received irrevocable authority from the Owners and / or Demise Charterers of the above named ship to give an undertaking in these terms.

This undertaking shall be governed by, and construed in accordance with the, laws of the Kingdom of Saudi Arabia and we agree to submit to the exclusive jurisdiction of the courts of Saudi Arabia for the purpose of any process in enforcement hereof.

Yours faithfully,

\_\_\_\_\_  
(P & I Club)

By: \_\_\_\_\_ (Agent or Correspondent)

By Authority and on behalf

Of \_\_\_\_\_

Pursuant to telex authority (P &amp; I Club)

Dated \_\_\_\_\_ and attached hereto.

By: \_\_\_\_\_ (Title) \_\_\_\_\_

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20 OF 22**Attachment #2****CORRECT FORMAT  
FOR A BANK GUARANTEE LETTER**

The Treasurer  
Saudi Arabian Oil Company (Saudi Aramco)  
PO Box 5000  
Dhahran 31311  
Saudi Arabia

Dear Sirs,  
Our Guarantee No.: \_\_\_\_\_  
For US\$: \_\_\_\_\_

Whereas you have granted our customer Messrs. \_\_\_\_\_ Credit facilities for port services, we, the \_\_\_\_\_, hereby give an unconditional and irrevocable guarantee to pay to you notwithstanding any objections from the customer a sum not exceeding US\$ \_\_\_\_\_ (US Dollars \_\_\_\_\_ only) upon receiving the first written notice from you to the effect that in your sole judgment, the customer has failed to pay the amounts due from him, which justifies your demand for payment of the value hereof.

This guarantee shall remain valid and in full force and effect for one year from the bank guarantee issue date up to and including \_\_\_\_\_ and shall automatically be extended for successive periods of each full Gregorian Year until guarantor receives a letter from you stating that our customer has paid the amounts due from him and fulfilled his obligations under the agreement between you and the customer.

Any disagreement on the interpretation of the terms of this guarantee shall be subject to the laws of Saudi Arabia.

Dated: \_\_\_\_\_ and attached hereto.

By: \_\_\_\_\_ Title) \_\_\_\_\_

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Terminal Pilotage Operations Division

Room 2004-N, Ras Tanura

**FACSIMILE COVER SHEET & MESSAGE**

<b>DATE:</b>		<b>TIME:</b>	
<b>TO:</b>		<b>PHONE:</b>	
		<b>FAX:</b>	
<b>FROM:</b>	<b>SENIOR HARBOR PILOT PORT CONTROL CENTER</b>	<b>PHONE 1:</b>	
		<b>PHONE 2:</b>	
<b>PORT:</b>		<b>FAX:</b>	
<b>CC:</b>	<b>PORT CAPTAIN</b>	<b>FAX</b>	<b>673-1669</b>

**LETTER OF UNDERTAKING**

A P&I CLUB LETTER OF UNDERTAKING FOR US\$ ..... IS REQUIRED TO COVER THE COSTS ASSOCIATED WITH THE INCIDENT OF \*DAMAGE / \*OIL POLLUTION CLEAN UP ON THE ABOVE DATE INVOLVING THE VESSEL " .....". THE LETTER OF UNDERTAKING MUST FOLLOW THE SAUDI ARAMCO FORMAT AND BE SIGNED BY THE P&I CLUB REPRESENTATIVE.

IF THE AMOUNT SPECIFIED ABOVE IS FOUND TO BE INSUFFICIENT, DUE TO UNFORESEEN CIRCUMSTANCES, THEN WE RESERVE THE RIGHT TO ASK FOR A FURTHER LETTER OF UNDERTAKING OR OTHER SECURITY TO COVER THE EXTRA COSTS.

---

**DUTY SENIOR HARBOR PILOT**

(\* Delete that which does not apply)

\* CHANGE

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Attachment #4

**SAUDI ARABIAN OIL COMPANY (SAUDI ARAMCO)**

Terminal Pilotage Operations Division

Room 2004-N, Ras Tanura

**FACSIMILE COVER SHEET & MESSAGE**

DATE:		TIME:	
TO:		PHONE:	
		FAX:	
FROM:	SENIOR HARBOR PILOT PORT CONTROL CENTER	PHONE 1:	
		PHONE 2:	
PORT:		FAX:	
CC:	PORT CAPTAIN	FAX	673-1669

**BANK GUARANTEE**

A BANK GUARANTEE FOR \$.....IS REQUIRED TO COVER  
THE COSTS ASSOCIATED WITH THE EXCEPTIONAL MARINE ASSISTANCE PROVIDED TO THE VESSEL "  
....." ON THE ABOVE DATE.

THE BANK'S LETTER OF GUARANTEE MUST FOLLOW THE SAUDI ARAMCO FORMAT AND BE SIGNED  
BY AN AUTHORIZED SIGNER OVER THE BANK'S OFFICIAL STAMP.

IF THE AMOUNT SPECIFIED ABOVE IS FOUND TO BE INSUFFICIENT, DUE TO UNFORESEEN  
CIRCUMSTANCES, THEN WE RESERVE THE RIGHT TO ASK FOR A FURTHER LETTER OF GUARANTEE  
OR OTHER SECURITY TO COVER THE EXTRA COSTS.

---

**DUTY SENIOR HARBOR PILOT**

\* CHANGE

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