To: [Owner]

the owners of the [name of Ship]

Ship:[name of ship]

Voyage:[load/discharge port]

Cargo:[description of cargo]

Bill(s) of Lading: [identification number, date]

Dear Sirs,

The above cargo was shipped on the above vessel by [name of shipper] and consigned to [name of consignee or to whose order the Bill of Lading is made out, as appropriate] for delivery at the port of [insert name of discharge port stated in the Bill of Lading] but we, [insert name of party requesting substituted delivery], hereby request you to order the vessel to proceed to and give delivery of the said cargo at the port of [name of substitute port] against production of at least one original Bill of Lading.

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

To indemnify you, your servants and agents and to hold all of you harmless in respect of any liability, loss, damage or expenses of whatsoever nature which you may sustain by reason of the vessel proceeding and giving delivery of the cargo in accordance with our request.
In the event of any proceedings being commenced against you or any of your servants or agents in connection with the vessel proceeding and giving delivery of the cargo as aforesaid to provide you or them on demand with sufficient funds to defend the same.
If, in connection with the vessel proceeding and giving dlivery of the cargo as aforesaid, the ship or any other ship 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 ship or property and to idemnify you in respect of any liability, loss, damage or expenses caused by such arrest or detention or threatened arrest or detention whether or not such arrest or detention or threatened arrest or detention may be justified.
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.
The liability of each and every person under this idemnity shall in no circumstances exceed 200% of the CIF value of the above cargo.

This idemnity shall be governed by and construed in accordance with English law and each and every person liable under this indemnity shall at your request submit to the jurisdiction of the High Court of Justice of England.

Yours faithfully,

For and on behalf of

[name of Requestor]

......................

Signature

For and on behalf of

[name of Bank]

..........................

Signature