

ORIGINAL

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
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ELECTRONICALLY FILED  
DOC #:  
DATE FILED: 12/18/2023

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CITGO PETROLEUM CORPORATION, :

Plaintiff, :

1:21-cv-389-GHW

-against- :

ASCOT UNDERWRITING LIMITED, *for* :  
*and on behalf of the members of Lloyd's Syndicate 1414,* :  
*et al.,* :

Defendants. :

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**VERDICT SHEET**

Please indicate each of your verdicts with a check mark (✓).

At least five jurors must agree on the answer to each question, but the same five jurors do not have to agree on each answer.

Answer the following questions in order beginning with "Issue I." Follow the instructions at the end of each question.

**Issue I: Breach of Contract—Institute War Clauses**

1. **Breach:** Has the plaintiff proven by a preponderance of the evidence that the defendants breached the insurance contract under the Institute War Clauses provision?

Yes        No       

*If you answered "Yes," proceed to Question #2 in Issue I.*

*If you answered "No," skip over Question #2 in Issue I, and skip over Issue II, and proceed directly to Issue III.*

2. **Damages:** Please state the values of the following:

Invoice Value: \$ 46,545,593.86

Carriage and Other Charges as Incurred: \$ 2,296,000.00

*Proceed to Issue II.*

**Issue II: Breach of Contract—Sue and Labor Clause**

1. Has CITGO proven by a preponderance of the evidence that it faced an imminent or actual loss that would have been within the coverage of the Institute War Clauses?

Yes  No

*If you answered "Yes," proceed to Question #2 below.*

*If you answered "No," skip over Questions #2 and #3 and proceed directly to Issue III.*

2. Has CITGO proven by a preponderance of the evidence that certain costs and expenses it incurred were to protect the cargo and prevent the loss?

Yes  No

*If you answered "Yes," proceed to part Question #3 below.*

*If you answered "No," skip over Question #3 and proceed directly to Issue III.*

3. What is the total dollar amount of the costs and expenses CITGO incurred to protect the cargo and prevent a loss? If you have already awarded damages for one of the categories of damages, do not award damages for that same category a second time here, as CITGO cannot recover twice for the same category of damages.

\$ 195,155.00

*Proceed to Issue III.*

**Issue III: Breach of Contract—Forwarding Expenses Clause**

1. Has the plaintiff proven by a preponderance of the evidence that the voyage of the Gerd was frustrated, interrupted, or terminated, resulting in the cargo not being delivered to the destination contemplated, Aruba?

Yes  No

*If you answered "Yes," proceed to Question #2 below.*

*If you answered "No," skip over Questions #2 and #3 and proceed directly to Issue IV.*

2. Has CITGO proven by a preponderance of the evidence that it incurred additional charges, expenses, or legal fees incidental to the release, storage and/or onward shipment of the cargo?

Yes  No

*If you answered "Yes," proceed to part Question #3 below.*

*If you answered "No," skip over Question #3 and proceed directly to Issue IV.*

3. What is the total dollar amount of those additional charges, expenses, or legal fees that CITGO has proven? If you have already awarded damages for one of the categories of damages, do not award damages for that same category a second time here, as CITGO cannot recover twice for the same category of damages.

\$ 314,279.00

*Proceed to Issue IV.*

**Issue IV: Breach of Contract—Demurrage/Late Return Charges Clause**

1. Has the plaintiff demonstrated by a preponderance of the evidence that the defendants required CITGO to hold onto “any property” for the purpose of storing or transporting the cargo?

Yes \_\_\_\_\_ No  \_\_\_\_\_

*If you answered “Yes,” proceed to Question #2 below.*

*If you answered “No,” skip over Questions #2 and #3 and proceed directly to page 6 of your Verdict Sheet.*

2. Has the plaintiff demonstrated by a preponderance of the evidence that it incurred any late return penalties or demurrage charges for holding that property?

Yes \_\_\_\_\_ No \_\_\_\_\_

*If you answered “Yes,” proceed to part Question #3 below.*

*If you answered “No,” skip over Question #3 and proceed directly to page 6 of your Verdict Sheet.*

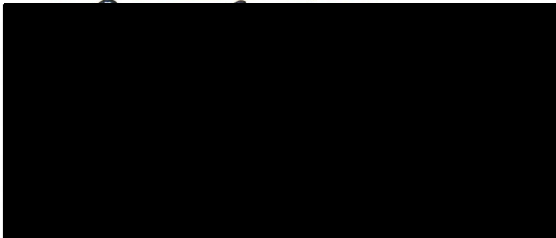
3. What is the total dollar amount of those late return penalties or demurrage charges? If you have already awarded damages for one of the categories of damages, do not award damages for that same category a second time here, as CITGO cannot recover twice for the same category of damages.

\$ \_\_\_\_\_

*Proceed to page 6 of your Verdict Sheet.*

*You are finished. The foreperson should ensure that a majority of jurors (at least five) agrees with the answer to each question. If so, the foreperson should date and sign below.*

Dated December 18, 2023



Name of Foreperson