

COVER NOTE

We hereby certify that we have affected Insurance coverage as below in respect of Hull & Machinery Coverage for vessel **ENC RHAYDEN** in the name of the Assureds :

PT PELAYARAN EKANURI INDRA PRATAMA

- Insurance Period** : From : 8th January 2020
To : 8th January 2021
Both days inclusive at 12.00 clock Jakarta Time
- Insured Interest** : A. Hull and Machinery
Hull, Machinery, Material, Equipment (including equipment on board). Gear etc and everything connected.
B. War Risk Insurance
Hull, Machinery, Materials, Equipment (including equipment on board), gear etc and everything connected therewith.
- Vessel** : **ENC RHAYDEN**
Type : Tug Boat
Built : 2001
Class : ABS
DWT/NRT : 5,087 T / 5,590 T
Flag : Indonesia
- Total Sum Insured** : USD. 600,000.00
- Annual Premium** : HM : 0,7% /USD. 4,200.00
War : 0,02% /USD. 120.00 +
USD. 4,320.00
Discount : USD. 320.00
Net premium: USD. 4,000.00
- Deductible** : - 1% of Insured Value or IDR 100,000,000 whichever is higher anyone accident or occurrence unless in respect of Total Loss (Actual/Constructive).
- Additional deductible for crew negligence : 5% of claim payable.
- Trading warranty** : Indonesian Waters including Singapore and Malaysian waters.
- Terms & Condition** : **Hull & Machinery Coverage**
- Institute Time Clauses Hulls 1/10/83 (Clause 280) with 3/4th Collision Liability and 3/4th fixed and floating objects Liability, amended to include to cover navigation clause which the vessel being employed in trading operations which entail cargo loading or discharging at sea from or into another vessel (not being a harbour or inshore craft) to cover loss of or damage to this vessel or liability to any other vessel arising from such loading or discharging operations including whilst approaching lying alongside and leaving (with clause 1.1.2. covered).
- Sanction Limitation and Exclusion Clause JH2010/009 29 July 2010

War Risk Coverage

- Institute War and Strikes Clauses 1/10/83 (Cl. 281)
- Subject to Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement (JW2005/001A).
- Subject to Hull War, Strikes, Terrorism and Related Perils Notice of Cancellation Administration Clause (JW2005/001B).
- Hull War, Strikes, Terrorism and Related Perils Notice of Cancellation Administration Clause (JW2005/002)
- London Blocking and Trapping Addendum L.P.O. 444.
- Subject to JWC Hull War, Strikes, Terrorism and Related Perils Listed Areas (JWLA024) 17 May 2019. It is hereby noted and agreed to reinstate all listed areas under the Indonesian region at no additional premium but subject to 48 hours-Notice of Cancellation.
- Institute Notice of Cancellation, Automatic Termination of Cover and War and Nuclear Exclusions Clauses Hull, etc. 1/1/95 (Cl. 359).
- Subject to Sanction Limitation and Exclusion Clause JW2010/004

Applicable for both coverages:

- When a vessel is missing for 6 (six) consecutive months from the date of sailing from the last port she shall be presumed to be an actual total loss.
- It is noted and agreed that any claim under this policy shall be settled at no longer than 30 (thirty) days after the date of final adjustment report has been agreed by both the Lead Underwriter and the Assured. This clause is in place in compliance with Article 40 of Regulation of the Financial Services Authority Number 69/PFSZ.05/2016.
- Institute Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/2003 CL. 370
- Institute Cyber Attack Exclusion Clause 10/11/03 CL. 380
- U.S.A. & Canada Endorsement (USCAN B 29/01/04) for the Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause 10/11/03
- Excluding Lay up Return
- Cancelling Return Only
- Dispute Clause
- Currency Clause
- Surveyor Clause

The Insurer will appoint one of the following Surveyor :

- o PT Asuka Bahari Nusantara
- o Matthew Daniel International Pte Ltd (Jakarta Representative office)
- o Braemer Technical Services Pte. Ltd.
- o PT Dharma Nilaitama
- o PT Riswan Brahmana Mandiri Survey

And other listed Surveyor in PT Asuransi Tugu Pratama Indonesia Tbk.

- All claims shall be adjusted by reputable adjuster that listed in PT Tugu Pratama Indonesia at the option of Insurer and the

- report should be given to the relevant insurance broker.
- Helicopter Clause
 - Pilot Non Liability Clause.
 - Ranging damage sustained during cargo operations at each port shall be deemed as damage caused by a single accident or occurrence.
 - Warranted Vessels are Classed and Class maintained.
 - In respect of carrying heavy equipment using tugs and barges .
 1. Warranted tug, tow, towage, stowage, lashing and weather routing survey to be carried out, before and after.
 2. Warranted within Indonesian water only.
 - Warranted availability of valid ship documents/certificates throughout during the whole period of insurance.
 - Electronic date recognition Endorsement (Y2K Clause)
 - Asbestos Exclusion Clause
 - Including Assured, Interests of Mortgages (and Notice of assignment in respect thereof) and loss Payable Clause if and on terms as maybe required.
 - Including coverage under clause 6.2.4. "negligence of repairs or charterers provided such repairers or charterers are not an Assured hereunder" with shall not be prejudiced if the assured undertakes repair of their on vessels.
 - Warranted that the requirements and/or recommendations and/or regulations of the Port Authority and/or Harbour Masters and/or the Directorate General of Sea Communication must be complied with throughout the currency of this Insurance.
 - It is warranted that the vessel must be in seaworthy condition at all times during the period of insurance and that the Assured must ensure the sufficiency of vessel's construction, equipment, outfit and crew for the trade or service in which the vessel is employed. Any shortage of repair or maintenance in the vessel by which the vessel or cargo may suffer or any bad stowage or over loading of cargo, are breaches of the warranty of seaworthiness.
 - The cost of temporary repairs, the excess cost of overtime and the cost of air freighting parts required in connection with damage repairs and the enhanced cost of a riding repair team incurred in connection with repairs to damage caused by an insured peril shall be deemed as part of the reasonable cost of repair.
 - Leased Equipment Clause
 - Parts Removed Clause
 - Warranted that the Insured should be give prompt notice to the Underwriter in the event of any occurrence which may give rise to a claim under this insurance.
 - Each vessel and interest deemed to be a separate insurance.
 - Total Loss Settlement Clause
 - Full Premium if Loss clause in respect of the vessel suffering the total loss and construction total loss.
 - Warranted that the insured ship shall tow single barge only or shall carry out single tow operation only
 - Warranted for towing operation, the tug boat should not be under power condition / the power of tug boat should be adequate
 - Warranted no overdraft or overload cargo carried
 - Warranted that the tug tow the barge which is not covered by the Insurer, such barge must classed and class maintained.

- Deferred Premium Clause in 4 (Four) Installments quarterly.
Premium Warranty 30 days

Jakarta, 9th January 2020

A handwritten signature in black ink is written over the blue 'tugu' logo. The signature is stylized and appears to be a cursive representation of a name.

Authorized Signature