



## CERTIFICATE OF INSURANCE

of the vessel(s) set out herein for account of the Insured named hereunder subject to the agreed policy terms and to any special terms and conditions endorsed hereon and/or as may from time to time be agreed. Unless indicated to the contrary herein, the cover evidenced by this Certificate of Insurance commences at 12.00 hrs GMT on the date specified below and continues until cover ceases or is terminated in accordance with the said policy terms.

### Protection & Indemnity Insurance

<u>VESSEL</u>	<u>IMO No.</u>	<u>FLAG</u>	<u>GROSS TONNAGE</u>	<u>PORT OF REGISTRY</u>
GAS NURI ARIZONA	9113927	Indonesia	5,087	Tanjung Priok
<u>REGISTERED OWNER</u> PT. Pelayaran Ekanuri Indra Pratama Jl. Ketel Uap Ujung, Ancol Timur Kalijapat 5, Tanjung Priok				<u>COVER TO COMMENCE</u> 27th July 2021  <u>EXPIRY DATE</u> 27th July 2022
<u>CO-INSURED</u> As per schedule attached				
<u>SPECIAL TERMS &amp; CONDITIONS AS ATTACHED</u>				
<u>LIMIT of LIABILITY</u> USD 12,500,000 combined single limit any one event				

### IMPORTANT

This Certificate of Insurance is evidence only of the contract of indemnity insurance between the above-named Insured and the Association and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Association to any other party.

Unless otherwise stated in the Schedule of Terms and Conditions overleaf (which attach to and form part of this Certificate of Insurance), the cover evidenced by this Certificate of Insurance includes the Association's liability to reimburse the insured for claims in respect of cargo, liability for pollution, liability for the removal of wreck and liability for damage to third party property (dock damage) as defined in the Eagle Ocean Marine ("EOM") General Terms and Conditions of Cover 01.07.21 which can be found at [www.eagleoceanmarine.com](http://www.eagleoceanmarine.com) and in any additional terms and conditions of cover overleaf.

If an Insured tenders this Certificate as evidence of Insurance under any applicable law relating to financial responsibility, or otherwise shows or offers it to any other party as evidence of Insurance, such use of this Certificate by the Insured is not to be taken as any indication that the Association thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.

The Insured and any Co-Insured named in this Certificate of Insurance are jointly and severally liable to pay premium as provided for in Part One, Section IV of the General Terms and Conditions of Cover, paragraphs 44 to 46.

CERTIFICATE No. EOM 2021/030799

NEW YORK 23rd July 2021

14:01 GMT

BY

AUTHORIZED SIGNATURE

### **SCHEDULE OF TERMS AND CONDITIONS**

The Contract of Insurance, contained in or evidenced by this Certificate of Insurance, any endorsement or variation thereto and by the General Terms and Conditions of cover and any additional terms and conditions agreed, is subject to English law, the Marine Insurance Act 1906, the Insurance Act 2015 and any modification thereof. However, this Contract of Insurance expressly incorporates certain provisions whereby the Insurer (American Steamship Owners Mutual Protection and Indemnity Association, Inc) excludes certain provisions of the Insurance Act 2015 and any modification thereof, including certain provisions incorporated by the Enterprise Act 2016. These exclusions are set out in Part 1, Section IV, Section 54 (applicable law) of the EOM General Terms and Conditions of cover and must be read with care

Cover is subject also to the terms and conditions specific to the insurance of the vessel named herein as set out in this Schedule.

Notwithstanding the fact that this insurance is provided by American Steamship Owners Mutual Protection and Indemnity Association, Inc. the insured and/or any co-insured(s) named hereon shall not, by virtue of this insurance, become mutual members of the Association or be entitled to vote at any meeting of the Association. This insurance is provided on a fixed cost basis and the insured / co-insured(s) will not, by virtue of this policy, be liable to contribute to any deficiency, or be entitled to benefit from any surplus, in the funding of the Association. The insurance provided by this policy is as defined hereon and is not subject to the By-Laws and Rules of the Association.

Attention is specifically drawn to Part One Section IV sub-section 15 of the above General Terms and Conditions of Cover 01.07.21, which states that, unless otherwise agreed, it is a condition of this contract of insurance that the insured has in effect throughout its duration hull and machinery coverage on terms which afford the insured protection no less favourable than that provided under a policy written on terms and conditions no less wide than un-amended Institute Hull Clauses - 1.10.83 or 1.11.95 - and un-amended Institute War and Strikes Clauses - 1.11.95. It shall further be a condition of this insurance that the said hull and machinery cover shall be at an insured value equivalent to, or higher than, the market value of the insured vessel from time to time. Such market value shall be assessed on the basis that the insured vessel is available for sale, free of commitment.

This policy excludes liability arising from War and/or Terrorism etc. other than as stated in this schedule of additional terms and conditions.

<b>Schedule of Insured and Co-Insured</b>
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PT. Pelayaran Ekanuri Indra Pratama as Registered Owner

PT. Pelayaran Ekanuri Indra Pratama as Manager

PT. Bank Negara Indonesia (Persero). as Mortgagee

Mortgagees
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Loss payable clause (one)	<p>Insurers hereby acknowledge receipt of a Notice of Assignment in favour of PT. Bank Negara Indonesia (Persero).. Payment of any recovery the Owner is entitled to receive from Insurers in respect of any liability, costs or expenses incurred by him shall be made to the Owner or to his order unless and until the Insurers receive notice from PT. Bank Negara Indonesia (Persero). that the Owner is in default under the terms of the mortgage in which event all recoveries shall thereafter be paid to PT. Bank Negara Indonesia (Persero). or their order; PROVIDED THAT no liability whatsoever shall attach to the Insurers, their representatives or their agents for failure to comply with the latter obligation until after the expiry of two clear business days from the receipt of such notice.</p>
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Cover Terms - General
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Survey within 30 days	<p>Coverage hereunder is subject to the vessel undergoing a condition survey by a surveyor approved by underwriters within 30 days of attachment. For guidance please see details on the following link: (<a href="http://www.eagleoceanmarine.com/surveys_owners.cfm">http://www.eagleoceanmarine.com/surveys_owners.cfm</a>). The cost of said survey and any follow up survey to be for the account of the Insured. Until such time as the vessel passes survey and such is confirmed by the Insurers in writing, all liabilities, costs and expenses of whatsoever nature and howsoever arising, directly or indirectly, from any deficiency in the management, or defect in the vessel, discovered during the survey, or which would have been discovered had the survey been completed prior to attachment, are excluded absolutely. Whether any liability, cost or expense arises from any deficiency or defect, or whether any deficiency or defect would have been discovered had the survey been completed prior to attachment, shall be solely and exclusively determined by Insurers. Failure by the assured to present the vessel for survey (or any subsequent follow-up survey) by such time and date as shall have been stipulated by EOM shall have the effect of automatically terminating cover from inception without further notice. Subsequent repairs to any defects are to be effected within the time frame stipulated by EOM.</p>
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4/4ths Collision Liability	<p>Coverage hereunder, pursuant to Part Two of the General Terms and Conditions of Cover, Section 1 (P&amp;I). Sub-Section 3 (Collision), Paragraph 1, includes four-fourths of the liability insured therein.</p>
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Crew Contracts	Subject to sight and approval of crew contracts.
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Contracts of Carriage	Subject to cargo being carried under approved contracts of carriage
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Trading Area
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Trading Area	Warranted trading Indonesian waters only.
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Express Warranties
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Warranted IACS class	<p>It is warranted that the insured vessel is classed and class maintained with a classification society that is a member of the International Association of Classification Societies (IACS).</p>
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Crew Medical	<p>Warranted all crew and officers undertake and pass a pre employment medical examination before employment on board the insured vessel.</p>
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Exclusions	
Excluding Coral Claims	Excluding all claims of whatsoever nature and howsoever arising from or relating to damage to coral.
Excluding Workmen's Compensation	Notwithstanding the provisions of Part Two, Section One, Sub-section 1 (Loss of Life, Injury and Illness) this Certificate of Insurance excludes all claims or such proportions thereof as are recoverable under any Workmen's Compensation Act, Social Security Scheme or other ordinance passed by the government of any country, nation or state thereof and the local statutory and/or obligatory insurances arising therefrom
Excluding Piracy	Excluding all claims of whatsoever nature and howsoever arising from piracy, barratry or violent theft from persons outside the vessel, the consequences thereof and any attempt thereat.
Marine Cyber Endorsement	<p>1. Subject only to paragraph 3 below, it is understood and agreed that the terms of entry do not provide coverage for, and expressly exclude coverage for, any and all liabilities, costs, claims, fines, penalties, losses, damages or expenses directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus, computer process or any other electronic system.</p> <p>2. Subject to the terms of entry, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software program, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.</p> <p>3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.</p>

Exclusions	
WHO Declared Communicable Disease ("WDCD") Clause	<p>1. In the event that the World Health Organization ("WHO") has determined an outbreak of a Communicable Disease to be a Public Health Emergency of International Concern (a 'Declared Communicable Disease'), no coverage will be provided under this insurance/(re)insurance for any loss, damage, liability, cost or expense directly arising from any transmission or alleged transmission of the Declared Communicable Disease.</p> <p>2. The exclusion in paragraph 1 of this clause will not apply to any liability of the insured/(re)insured otherwise covered by this insurance/(re)insurance where the liability directly arises from an identified instance of a transmission of a Declared Communicable Disease and where the insured/(re)insured proves that identified instance of a transmission took place before the date of determination by the WHO of the Declared Communicable Disease.</p> <p>3. However even if the requirements of paragraph 2 of this clause are met, no coverage will be provided under this insurance/(re)insurance for any:</p> <p>A. liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for the Declared Communicable Disease whether the measures are preventative or remedial;</p> <p>B. liability for or loss, cost or expense arising out of any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of the Declared Communicable Disease;</p> <p>C. loss, damage, liability, cost or expense caused by or arising out of fear of or the threat of the Declared Communicable Disease.</p> <p>4. As used in this clause, Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:</p> <p>A. the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and</p> <p>B. the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and</p> <p>C. the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.</p>
Sub-Limits	

Crew Limit	Claims in respect of liability to seamen under Part Two, Section 1, Paragraph B, are limited to a maximum of US\$ 30,000 each person, each accident or occurrence.
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**Sub-Limits**

WDCD Sub-Limit	Notwithstanding the foregoing maximum limit of liability stated in this Certificate of Insurance, a Sub-Limit of Liability of US\$2,000,000 per vessel per event and in the aggregate any one policy year shall be applicable to any and all liabilities, costs, claims, fines, penalties, losses, damages or expenses which would have been otherwise recoverable hereunder but for the WDCD Clause stated in this Certificate of Insurance.
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**Deductibles**

Crew Claims	USD 2,000 from all crew claims, each accident or occurrence
Cargo claims	USD 10,000 from all cargo claims, each single voyage
Collision liability claims	USD 40,000 from all collision claims (RDC), each accident or occurrence
Damage to fixed & floating objects	USD 15,000 from all claims in respect of damage to third party property (F&FO), each accident or occurrence
Other claims	USD 10,000 from all other claims, each accident or occurrence
Costs & Expenses	Deductibles include all costs, fees and expenses incurred or approved by the insurer.

**War and Terrorism**

Excess Pollution (War Risks)	Coverage hereunder, pursuant to Part Two of the General Terms and Conditions of Cover, Section III (War and Terrorism) is limited to amounts which are not recoverable under the insured vessel's war risk policy solely by virtue of the claim exceeding an amount equal to the insured vessel's hull and machinery value which is warranted to be maintained in force with a value / limit of not less than the current market value of the vessel. The maximum amount recoverable hereon being limited to the difference between the market value of the vessel at the time of the incident and the limit of liability as defined in the relevant International pollution convention under which the claim is made.
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Premium
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**Four Instalments**

Annual premium is earned at inception and is payable in four equal instalments.

The first instalment is to be received by Eagle Ocean Marine within one calendar month from inception.

The second instalment is to be received by Eagle Ocean Marine within 3 calendar months from inception.

The third instalment is to be received by Eagle Ocean Marine within 6 calendar months from inception.

The fourth instalment is to be received by Eagle Ocean Marine within 9 calendar months from inception.

In the event of non payment of any instalment on or before the instalment date, cover hereon is automatically terminated without further notice to the Insured.

In the event of termination of the insurance prior to the natural expiry date, underwriters may (at their discretion) agree to return premium pro rata to the unexpired time on risk. Any such return is subject to a deduction of 15% for costs.

In the event that this risk forms an addition to an existing fleet insurance program, the initial premium instalment will be calculated pro rata (and due within 30 days of cover attaching) and any further instalments will be debited in-line with the remaining fleet instalments (and due on the same dates).

**END OF SCHEDULE**