

MARINE HULL POLICY

Policy Nr. : 154.501.240.21.00940/000/000 new

Office : Group of Private Sector, Construction & Broker

Type : Marine Hull Insurance

Name of Vessel : ENC Rhayden

Name of Insured(s) : PT. PELAYARAN EKANURI INDRA PERKASA , as Owners and/or Managers and/or Operators and/or Charterers and/or Associated and/or Affiliated and/or Subsidiary Companies and/or Mortgagees for their respective rights and interests.

Address of Insured : Jl. Hayam Wuruk No. 2xx, Kebon Kelapa, Gambir, Jakarta Pusat 10034

IMPORTANT

1. policy holders are requested to read the Policy and carefully note its terms and conditions in order to satisfy themselves that it is in accordance with their requirements
2. In the event of accident whereby loss or damage may result in a claim under this Policy, notice shall, be given Underwriters prior to survey and also, if the vessel is abroad, to the nearest Llyod's Agent so that a surveyor may be appointed to represent the Underwriters should the so desire.
3. In the Clauses attaching and - those specified in the Schedule hereto the word "Underwriters" where used is synonymous with "Assurers"
4. The Policy, the Schedule and attaching Causes shall be read together as one, contract and any word or expression to which a Specific meaning has been attached in any part of this Policy, the Schedule or the Clauses shall bear such specific meaning wherever it may appear
5. It is necessary for the Insured when the become aware of an even which is "held covered" under this insurance to give prompt notice to Insurers and the right to such cover is dependent upon compliance with this obligation.
6. In the event of a total loss on Constructive total loss of the interest assured, the balance, if any, of the full annual premium becomes immediately payable by the Insured
7. This Company reserves to itself the right to cancel this Policy by giving written notice to the Insured. If the premium or any part there has not been paid when due.
8. "It is the duty of the Insured and his agents, in all cases, to take such measurers as may be reasonable for the purpose of averting minimising as loss".

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PT ASURANSI JASA INDONESIA

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SCHEDULE
POLICY NUMBER : 154.501.240.21.00940/000/000

TYPE OF COVER	:	MARINE HULL INSURANCE		
THE INSURED	:	PT. PELAYARAN EKANURI INDRA PERKASA, as Owners and/or Managers and/or Operators and/or Charterers and/or Associated and/or Affiliated and/or Subsidiary Companies and/or Mortgagees for their respective rights and interests.		
ADDRESS	:	Jl. Hayam Wuruk No. 2xx, Kebon Kelapa, Gambir, Jakarta Pusat 10034		
INTEREST VESSELS	:	Name	:	ENC RHAYDEN
		Type	:	Tugboat
		Year Built	:	2002
		Class	:	ABS
		GT	:	274 GT
INTEREST INSURED	:	<u>Section A – Hull & Machinery</u> Hull, Machinery, Materials, Equipment, Gear and everything connected therewith nothing excluded. Value as per attached schedule.		
		<u>Section B – War Risk</u> Hull, Machinery, Materials, Equipment, Gear and everything connected therewith nothing excluded. Value as per attached schedule.		
PERIOD OF INSURANCE	:	From January 08, 2021 to January 08, 2022		
TOTAL SUM INSURED	:	USD 600,000.-		
PREMIUM RATE	:	HM = 0,620% & War = 0,025%		
PREMIUM CALCULATION	:	HM	:	USD 600,000.- x 0,620% = USD 3,720.-
		WAR	:	USD 600,000.- x 0,025% = USD 150.-
		Discount	:	USD 3.870 x 5% = USD 194.-
		STAMP & DUTY	:	= USD 7.-
		TOTAL PREMIUM	:	= USD 3.683.-
LAW JURISDICTION	& :	This insurance shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the Indonesian Courts.		
TRADING AREA	:	<u>In respect of Hull and Machinery</u> Indonesia waters including Malaysia, Singapore, & Timor Leste, or held covered with notice at a premium to be arranged. Subject to Cargo Ship Safety Construction Certificate or Route permit issued by the flag state authority, whichever is lesser.		

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In respect of Interest War Risk

As per above, Subject to subject to JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas dated **17th May 2019** (or as maybe updated) with Indonesia deleted from the Listed Areas at nil additional premium.

Subject to Navigation Limitations for Hull War, Strikes, Terrorism and Related Perils Endorsement (JW2005/001A)

DEDUCTIBLE : - 1,00% of Sum Insured Min. IDR 100,000,000 anyone accident / occurrence for all claims

CONDITIONS : **In Respect of Interest A - Hull AndMachinery**

- Institute Time Clauses - Hulls 1/10/83 (Cl.280) standard clause 8 amended to include Collision Liability to Fixed and Floating Object, and clause 1.2 deleted.

Noted and agreed that this insurance includes loss of or damage to the subject matter insured caused by negligence of repairers or charterers and the proviso that "provided such repairers or charterers are not an Assured hereunder" is deleted from line 67 of the Institute Time Clauses 1/10/83 (CL280).

The cost of temporary repairs and the excess cost of overtime incurred in connection with repairs to damage caused by an insured peril shall be deemed as part of the reasonable cost of repairs.

Ranging damage sustained during cargo operations at each port shall be deemed as damage caused by a single accident or occurrence.

- Institute Time Clauses – Hull 1/11/95 (Clause 362) in respect of Leased Equipment.
- Institute Time Clauses – Hull 1/11/95 (Clause 364) in respect of Part(s) Removed Clause.
- Helicopter Permission Clause.
The Insured Vessels shall be considered fully insured for the purpose of claims under the policy in respect of General Average, Salvage, Salvage Charges, and Sue and Labour.

In Respect of Interest B – War Risk

- Institute War and Strikes Clauses – Hulls – Time 1/10/83 (Cl.281) amended to include Vandalism and sabotage risks.
- Institute Notice of Cancellation Automatic Termination of Cover and War and Nuclear Exclusion Clause – Hulls etc (Clause 359) 1/11/95.
- Navigation Limitations for hull War, Strikes, Terrorism and Related Perils Endorsement (JW2005/001A)
- London Blocking and Trapping Addendum L.P.O. 444 (For use with Institute War and Strikes Clauses – Hulls – 1/10/83)

It is hereby agreed that the inability of the vessel to sail from any port, canal, waterway, or other place to high seas for a continuous period of 12 months as a result of the closure of the connecting channel to all vessels of such size or draft is within the term "restraints" appearing in Clause 3 of the Institute War and Strikes Clauses – Hulls – 1/10/83 provided that such closure has arisen through the blockage of the waterway by a warlike act, or act of national defence.

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Subject to all other terms, clauses, and conditions of Interests A and B as far as applicable.

Applicable to All Section

- Additional Notice of Claim Clause (60 days)
- Dispute Clause
- Cancelling Return Only (No Lay Up Return)
- Infectious & Contagious Exclusion Clause
- Full Annual Premium if Loss Clause.

For the purpose of any claims under this policy, it is agreed that the Total Sum Insured of the subject matter insured shall be deemed and/or considered to be her actual sound values at time accident.

- IT Hazard clarification clause.
- Institute Radioactive Contamination, Chemical, Biological, Bio Chemical, Electromagnetic Weapons Exclusion Clause (10/11/2003) – Cl. 370
- Institute Cyber Attack Exclusion Clause 10/11/03 - Cl. 380
- Pilot Non-Liability Clause

This insurance shall not be prejudiced by reason of any agreement limiting or exempting the liability of pilots and/or tugs and/or tow boats and/or their owners when the Assured and/or Charterers accept such contracts in accordance with established local practice or are compelled to accept such contracts

- Surveyor Clause:

It is hereby noted and agreed that Assured or the Broker have the liberty to appoint one of the following independent surveyors to attend on the Underwriter's behalf in respect of any claim on the policy:

1. PT. Asuka Bahari Nusantara
2. PT. Maritim Surveindo Internusa

- Adjuster Clause:

It is hereby noted and agreed that Assured or the Broker have the liberty to appoint one of the following adjusters in respect of any claim on the policy:

1. PT. MCO Prima Indonesia
2. PT. Radita Hutama Internusa / Charles Taylor Adjusting
3. PT. Global Internusa Adjusting

- Sanction Limitation and Exclusion Clause JH2010/009.
- Seepage and Pollution Exclusion Clause 01/01/89.

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 27 of Decree

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of Minister of Finance of Republic of Indonesia Number 422/ KMK.06/2003.

The Underwriters agree to waive rights of subrogation against any subsidiary, associated, affiliated, or interrelated companies of the Assured and all parties specified in the Assured Clause and this insurance shall not be prejudiced.

- Missing Vessel Clause

When vessel missing for 6 (six) consecutive months from the date of sailing from the last port shall be presumed to be an "Actual Total Loss".

All claims for loss, damage or expense resulting from any one occurrence or series of occurrence out of any event, shall be deemed as damage caused by a single accident and adjusted as one claim.

- Banker's Clause. if required

- Payment on Account (25%)

for estimated claim amount above IDR 1,000,000,000 only

The measure of indemnity in respect of claims for unrepaired damage shall be estimated cost of repair at the time of this insurance terminates.

- Claimant's other than Shipowner Proof of Insurable Interest Clause (For use on Marine Hull & Machinery Insurance)

It is hereby agreed that every claimants of the policy benefit on this insurance who is named as the Assured herein but not declared as the Shipowner in the Certificate of Nationality/ Registry Certificate issued by the flag state of the insured vessels, they have a duty to prove by legal documents or contracts when submitting a claim to Insurer that they stand in legal & equitable relations with the Subject Matter of Insured covered hereunder with acknowledgment from the registered Shipowner.

WARRANTIES	:	<ul style="list-style-type: none"> ➤ Warranted that the vessel ABS classed and class maintained at the time of accident ➤ Warranted the insured vessels are complied with any statutory/ regulatory provision, with valid and maintained flag state certificates at the time of loss ➤ Warranted sailing permit from departure port authority ➤ Warranted single tow operation only
SECURITY	:	PT. Asuransi Jasa Indonesia : 100 %
PREMIUM PAYMENT TERMS	:	Deferred Premium Clause, as follow: 1 st inst. - 50%, due on 20 January 2022 2 nd inst. - 50%, due on 20 February 2022
SUBJECTIVITY	:	<ul style="list-style-type: none"> ➤ Subject to loss record NIL for the last 3 years. ➤ Sight & Review of Gross Akta before binding ➤ Subject to vessel's not in laid up condition.

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In the witness whereof the Undersign of **PT. ASURANSI JASA INDONESIA** on behalf of the said company, have subscribed My Name into Policies of the same tenor and date, one of which being accomplished to others to be void, as of the date specified in the schedule.

Biaya Materai
Rp. 10.000,-

Place Signed in JAKARTA
30th December 2021



Herman Prasajo
Group Head

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