

CERTIFICATE OF INSURANCE



Reference number SO000388-2

Date Issued 26 Aug 2021

This is to certify that we have effected an insurance for your account as follows:

SECURITY Swiss Re International SE through EF Marine as authorized Underwriting Agent

ASSURED DETAILS AND PERIOD

Assured PT. Pelayaran Ekanuri Indra Pratama

Assured domicile Indonesia

Period of Insurance From Noon GMT 01 Sep 2021 to Noon GMT 01 Sep 2022

INSURED OBJECT(S)

Name Mitra Anugerah 35

IMO number 9803053

Official number 598211k

Type Tug

GT 255

Built 2014

Class Biro Klasifikasi Indonesia

Flag Indonesia

Port of Registry Samarinda

INSURANCE COVERS, TRADING LIMITS, TERMS AND CONDITIONS

Type of Insurance Shipowners' P&I

Trading Limits The Insured Vessel is not allowed to trade to and from the U.S.A., its dependencies and/or territories, Syria, Libya, Iran, Sudan, Yemen, Cuba, Venezuela and the Democratic People's Republic of Korea.

Warranted trading Indonesian Waters only, always within International Navigating Conditions (01/11/2003) and limitations of the Classification Society of the vessel and/or applicable Statutory Regulations, whichever is the lesser.

Conditions Shipowners P&I Terms and Conditions Version 1/2019, as attached.

Parts 1, 2, 7, 9 - Applicable.

Part 2, Section 3 - Collision with other ships and non-contact damage amended to include 4/4 RDC.

NOT TRANSFERABLE

Email: info@efmarinegroup.com

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Part 8, Clause 8 - H&M Clause - Applicable.

Co-Assured Clause

It is hereby noted and agreed that PT Pertamina Hulu Energy OSES (PT PHE OSES) SKK Migas and PT. Samudera Indonesia Ship Management are Co-Assured in accordance with the following Co-assured Clause:
Notwithstanding the fact that PT Pertamina Hulu Energy OSES (PT PHE OSES) SKK Migas and PT. Samudera Indonesia Ship Management are hereby named in their capacity as Co-assured, the cover will only extend insofar as they may be found liable to pay in the first instance for liabilities which are properly the responsibility of the Assured hereunder, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable from the Company by the Assured had such claim been made or enforced against him. Once the Company has made indemnification under such cover it shall not be under any further liability and shall not make any further payment to any person or company whatsoever, including the Assured, in respect of that claim.
Notwithstanding the above the Company agrees to waive rights of subrogation against the named Co-Assured but only insofar as the Assured's Terms of Entry and Insurer's policy wording allow. All other terms, clauses and conditions remain unaltered.

No lay-up returns.

Cancelling Returns Only (CRO).

It is noted and agreed that the Insured Vessel will be operating under the Contract no 471002973 concluded between the Assured and PHE OSES

Additional Cover(s)

Owners' War Risks - Shipowners P&I Terms and Conditions Version 1/2019, Part 4 – Applicable.

Towage Liability Clause - Shipowners P&I Terms and Conditions Version 1/2019, Part 8, Clause 1 – Applicable.

Exclusions

Excluding any crew claims that are recoverable under any workmen's compensation or social scheme that may be applicable.

Excluding liabilities costs and expenses in respect of Cargo and Property on board - Part 2, Section 7, 8, 9, 10.3, 14.

Express warranties

Warranted vessel classed and class maintained throughout the insurance period with a classification society approved by the Company.

Warranted no US and/or Democratic People's Republic of Korea nationals and/or residents to be employed on board.

Warranted fully completed and duly signed application form to be received prior to inception and issuance of Certificate of Insurance.

The Assureds warrant that the ownership of the assured vessel does not and will not have any ownership connection with the Democratic People's Republic of Korea, or any other sanction related entity or individual(s) for the duration of the insurance policy.

Warranted no double tows.

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Condition survey warranty No pre-entry condition survey required.

LIMITS OF COVER AND DEDUCTIBLES

Max. limit of liability USD 20,000,000 any one accident or occurrence, combined single limit as overall limit, each vessel.

Deductible(s) USD 5,000 any one accident or occurrence in respect of any other types of claims.

USD 15,000 any one accident or occurrence, in respect of RDC/FFO claims - Part 2, Section 3 and Section 9.

USD 1,000 per person, any one accident or occurrence, in respect of Crew claims - Part 2, Section 4.

When one accident gives rise to claims of a different nature, the aggregate of all claims shall be subject to the highest deductible applicable to any one such claim.

ADDITIONAL ASSURED(S)

Co-Assured PT Pertamina Hulu Energy OSES (PT PHE OSES) SKK Migas
PT. Samudera Indonesia Ship Management as crew manager

IMPORTANT INFORMATION

Incorporation | The terms and conditions of the applicable policy wording are incorporated in their entirety into this contract of insurance.

Fair Presentation | You have a duty to make a fair presentation of the risk, by disclosing all material matters which you know or ought to know or, failing that, by giving the Company sufficient information to put us, as a prudent insurer, on notice that we need to make further enquiries in order to reveal material circumstances. Your attention is drawn to the provisions of the policy wording concerning the exclusion of certain provisions of the Insurance Act 2015, but only in respect of Policies which incept on or after 12th August 2016.

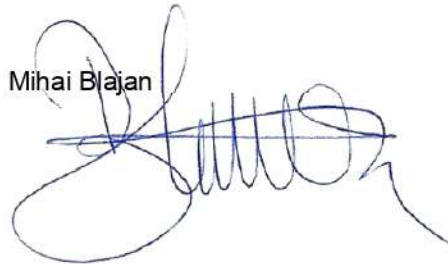
Claims Procedure | In case of an incident which may give rise to a claim under the insurance, prompt notification must be given to the Company in accordance with Section 37.

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Evidence of Insurance Clause | The Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party. In the event that an Assured or Insurer tenders this Policy/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Assured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Insurer does not so consent.

E. & O.E.

Mihai Blajan

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