#### **CERTIFICATE OF INSURANCE**



Reference number SO000651

Date Issued 14 Jun 2022

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 12 Jun 2022 to Noon GMT 12 Jun 2023

## **INSURED OBJECT(S)**

Name ENC Kalijapat 3

Type Crew Boat

**GT** 6

Built 2020

Class Unclassed

Flag Indonesia

Port of Registry Palembang

# 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, Russia, Ukraine 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 1/2022, 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.

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

CO-ASSURED(S) CLAUSE

## NOT TRANSFERABLE



It is hereby noted and agreed that SKK Migas - ConocoPhilips ( Grissik) Ltd in their capacity of charterers are Co-Assured in accordance with the following Co-Assured Clause:

Notwithstanding the fact that SKK Migas - ConocoPhilips (Grissik) Ltd 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.

Part 2, Section 6 - Passengers - Applicable.

It is noted and agreed the Insured Vessel will carry non-fare paying passengers only(personnel).

No lay-up returns.

Cancelling Returns Only (CRO).

#### Additional Cover(s)

Owners' War Risks - Shipowners P&I Terms and Conditions Version 1/2022, Part 4 – 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 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.

Warranted maximum licensed passengers' capacity not exceeded.

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 Insured Vessel classed or surveyed in accordance with Statutory Regulations.

# Condition survey warranty

No pre-entry condition survey required.

## NOT TRANSFERABLE



#### LIMITS OF COVER AND DEDUCTIBLES

Max. limit of liability USD 25,000,000 any one accident or occurrence, combined single limit as

overall limit.

USD 10,000 per person, any one accident or occurrence in respect of

liabilities to Crew and Passengers - Part 2, Sections 4, 6.

**Deductible(s)** USD 1,500 per person, any one accident or occurrence, in respect of Crew

claims - Part 2, Section 4.

USD 1,500 per person, any one accident or occurrence, in respect of

Passengers claims - Part 2, Section 6.

USD 15,000 any one accident or occurrence, in respect of RDC/FFO claims -

Part 2, Section 3 and Section 9.

USD 15,000 any one accident or occurrence for any claim following an actual

and/or constructive total loss.

USD 5,000 any one accident or occurrence in respect of any other types of

claims.

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 SKK Migas - ConocoPhillips (Grissik) Ltd

# 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.



**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