

Certificate of Insurance (Cover Note) for Owners' P&I

Interest/Class/Risk: Owner's P&I

Contract No.: IPICXXXX-xxxCNxx

Date: dd.mm.yyyy

THE ATTACHED RULES AND ENDORSEMENTS FORM PART OF THIS CONTRACT

ASSURED:	Name <i>as OWNERS</i>	Name <i>as MANAGERS/OPERATORS</i>	
VESSEL:	"XXXX" XXXX <i>IMO No.:xxxxxxx</i> <i>Flag: xxx</i>	GT xx,xxx	Built yyyy
		Class xxx	Crew xx
PERIOD:	From: Noon dd.mm.yyyy	12:00:00 - GMT	
	To: Noon dd.mm.yyyy	11:59:59 - GMT	

Evidence of Insurance Clause:

This Certificate of Insurance or any Endorsement thereto is evidence only of the contract of P&I insurance between the above named Assured(s) and the Islamic P&I Club and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Islamic P&I Club to any other party.

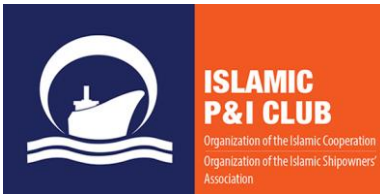
In the event that the Assured, in the capacity, tenders this Certificate/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of this Certificate/Endorsement by the Assured is not to be taken as any indication that the Islamic P&I Club thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Islamic P&I Club does not so consent.

The Assureds upon acceptance of this Contract, issued by Islamic P&I Club, as the managers appointed by the Underwriters and/or Insurers, agree and accept that this Contract is construed as direct Owners' P&I cover issued directly by the Underwriters and/or Insurers.

P&I LIMIT: **USD 1,000,000**
any one accident or occurrence and in the aggregate per year.

TRADING

AREA: Warranted trading: Worldwide, and always within the International Navigating Conditions (01.11.2003) & subject to the vessel's registration whichever is the lesser.



(1) Subject to Paragraph 2 below, any trade of whatsoever nature with the following countries is excluded:

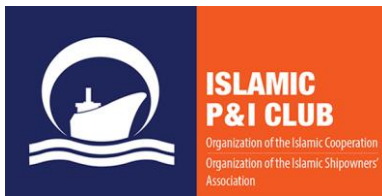
Excluding Iran, Syria, Crimea, North Korea, Venezuela, Cuba, Yemen, Libya, Occupied Ukraine and Russia.

(2) Trade with the countries set out in (1) above is however permitted subject to and provided always that the following express conditions are fully complied with in every respect:

- a. No cargoes to be carried by the vessel are sanctioned cargoes, the insured to provide all such documentary evidence as we may reasonably require to evidence the same including but not limited to Mates' receipts, Bills of Lading etc.
- b. No individual or entity listed by any of the US, UK or EU sanctions regimes in respect of the country in question is involved in any way with the vessel, intended trade or cargoes to be carried.
- c. The Insured is to provide a Compliance Screening Questionnaire to us not less than 3 working days in advance of the vessel's entry into the territorial waters of the sanctioned country.
- d. The Insured to provide such further information as we may reasonably require about the intended trade in or with the sanctioned country.
- e. The Insurer may decide in our sole and absolute discretion whether or not the Insurer is prepared to offer cover for the trade with the sanctioned country and, if so, on what terms and conditions
- f. Cover under this Paragraph 2 to be expressly subject, in any event, to the Sanction Limitation and Exclusion clause contained elsewhere in the Policy, which shall remain paramount.

COVERED RISKS:

- ▶ Cargo, excluding vapours.
- ▶ Liability to crewmembers.
- ▶ Liability to Persons other than seamen.
- ▶ Collision Liability.
- ▶ Damage to Fixed and Floating Objects (FFO), with the exception of Ships.
- ▶ Damage to Ships or Other Property other than by Collision.
- ▶ Deserters, Stowaways and Refugees.
- ▶ Costs of Life Salvage.
- ▶ Quarantine Expenses.
- ▶ Wreck Removal.
- ▶ Liability arising out of Towage Contracts.
- ▶ Pollution Risks.



- ▶ Ship's contribution to GA.
- ▶ Penalties and Fines.
- ▶ Confiscating for Violation of Customs or Other Import and Export Regulations.

CONDITIONS: Subject to Islamic P&I Club Rules, latest edition and/or any subsequent amendments thereafter including 4/4ths RDC and FFO.

SUBJECT/WARRANTY TO:

- H&M Cover in place throughout the period of P&I Insurance.
- Class to be maintained throughout the period of P&I Insurance.
- Cover expressly excludes all and any costs/expenses relating to piracy.
- Compliance with ISM-Code, SOLAS, MARPOL, incl STS Plan MEPC 186(59), ISPS etc.
- That all crew fully certified and hold the correct tickets. No American Nationals and/or Residents to be employed onboard.
- All crew contracts must be approved by the P&I Managers in writing prior to confirmation of Cover - Standard crew cover are on the basis of ILO conditions and on the basis that the contracts are subject to English Law.
- Excluding claims recoverable under any social scheme and/or workmen act in the country from which a crewmember originated.
- Warranted only "MULTINATIONAL" Nationals and/or Residents to be employed onboard at all times.
- Liability in respect of crew benefits shall be limited as follows:
 - **Sick wages:** up to **42 days**.
 - **Medical expenses:** up to **USD 15,000** per person.
 - **Permanent disability:** up to **USD 40,000** per person, resulting from illness or injury sustained during service onboard.
 - **Death or loss of life (following illness or injury):** up to **USD 45,000** per person, provided it occurs subsequent to medical treatment covered under this policy.
 - **Death or loss of life (caused by an accident onboard the vessel):** up to **USD 60,000** per person.
- Liability to Persons other than seamen, limited USD 40,000 per claim.
- Stowaway Claims limited to USD 30,000 per voyage.
- **Cargo:** Crude oil and all other products except vapours as designated by relevant authority/association (local or international).



-Pre-Entry Condition Survey and Documentation

The entry of any vessel shall be subject to the following pre-entry survey and documentation requirements, subject always at the Assured's cost and expense and to the sole discretion and approval of the P&I Managers.

A **Full P&I Condition Survey within thirty (30) days from inception**, or alternatively the Club's Short Survey Format duly completed and signed by the Master of the vessel, may be required at the discretion of the P&I Managers.

Cover Restrictions Pending Survey Acceptance

Until such time as the P&I Managers have received and accepted a satisfactory condition survey report, the following shall apply:

- The entry shall remain subject to the vessel being found in a fit and proper condition for the intended service.
- The Club shall not be liable for any claim, loss, damage, or liability arising directly or indirectly from any deficiency, defect or condition of the vessel which existed prior to or at the inception of cover and which could reasonably have been identified by such survey.

General Survey Rights of the Managers

Notwithstanding the above:

- All survey recommendations must be complied with within the time limits specified by the P&I Managers.
- The P&I Managers reserve the right to amend terms, impose additional conditions, suspend or terminate cover from the date of attachment if, in the opinion of the P&I Managers, the vessel is not in a fit or proper condition.
- Vessels over fifteen (15) years of age may be subject to annual condition surveys at the discretion of the P&I Managers.

- Pre-entry survey warranty.

- Satisfactory claims record.

- **Premium Warranty** – Annual premium will be payable in four (4) instalments. The first instalment at the date of cover issuance (non-refundable in case of cancellation), the second instalment within 60 days after inception, the third instalment within 120 days after inception, and the fourth instalment within 180 days after inception. Breach of the premium warranty may in accordance with the Islamic P&I Club Rules, latest edition, lead to the Managers rejection of all and any claim/s, whether arising prior or post the breach.

In case of any claim arising during the period of cover, the whole premium shall be paid by the Assureds whether the instalment(s) is(are) due or not. It is at the sole discretion of the Islamic P&I Club to deduct the whole unpaid premiums from the claim at the time of accident or occurrence.



- **Cancellation** – This Contract may be cancelled in the event the Vessel is sold. Otherwise, cancellation is subject to mutual agreement between the Assured and the Islamic P&I Club, provided that the Owners submit a valid reason acceptable to the Club. In such cases, a cancellation fee of thirty-five percent of the pro rata premium or a minimum of three months' premium, whichever is greater, shall apply as the Club's administrative cost. The Assured must submit an official cancellation request signed by an authorized signatory and must also provide a written confirmation that no known or unknown claims have arisen during the period of coverage.

- No lay up returns, only cancelling returns.

- Information and technical details of the vessel(s) submitted by the insured to be correct.

- Reinsurance Exclusion Clauses.

SANCTION

LIMITATION AND

EXCLUSION CLAUSE:

Sanction limitation clause

In no circumstances shall the Insurer be deemed to provide cover, nor shall it be liable to pay any claim or provide any benefit hereunder

a) to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; and/or

b) to the extent that the Insurer is unable to make a recovery from its reinsurers by reason of any such sanction, prohibition, restriction or such trade and economic sanctions, laws and regulations.

Cargo and sanctions warranty clause

- Warranted not in breach of EU, UN, UK and US economic sanctions, embargoes and/or trade restrictions.

- Warranted no arms, ammunitions, military or dual use equipment shall be carried on board.

- Warranted no prohibited items (pursuant to EU, UN, UK and US sanctions) shall be carried on board.

- Warranted that no sanctioned entity or individual has or will have any ownership interest in the Insured Vessel for the duration of the policy of insurance.

A breach of any of these warranties (whether express or implied) will void the cover and discharge Insurer's liability from inception of the policy.



CLAIMS CONTROL:

Notwithstanding anything herein contained to the contrary, it is a condition precedent to any right of recovery under this contract that this clause shall be incorporated in the policy issued to the Assured, Owners and Managers, who shall, upon the occurrence of any incident, loss or losses which may give rise to a claim under this cover, give immediate notice thereof directly to Islamic P&I Club through the following address and furnish them with all information available respecting such incident, loss or losses: Flat 408, Block B, Al Hudaiba Awards Bldg., Union House Sq., Jumeira Rd., Dubai, UAE, Fax: + 971 4 385 7011, Tel: + 971 4 385 7004, Email: claims@ipandi.club

The Assured shall:

1. Comply with all directions of Islamic P&I Club concerning the appointment of lawyers, adjusters, assessors and/or surveyors and/or all negotiations, adjustments and settlements in connection with such incident, loss or losses.
2. Neither admits any liability nor agrees any settlement without the prior consent in writing of Islamic P&I Club.

P&I DEDUCTIBLES:

- USD 35,000** for each and every **Fixed and Floating Objects** claim eaoo. .
- USD 45,000** for each and every **RDC/Collision** claim, eaoo.
- USD 50,000** for each and every **Cargo** claim, eaoo.
- USD 7,000** for each and every **Crew** claim, eaoo.
- USD 35,000** for all **Other** claims, eaoo.
- USD 20,000** for all **Deserter , Stowaway** and/or **Refugee** claims, eaoo.
- USD 75,000** for **Pollution** claims and/or **Fines**, eaoo.
- USD 210,000** all claims relating to **Special Compensation P&I Clause (SCOPIC)** .
- USD 280,000** for all claims following an **Actual** and/or **Constructive** total loss of the vessel.

Claims from a single incident may be subject to more than one deductible.

PREMIUM: Fixed premium as per Tax Invoice No. IPICXXX-xxxDNxx.
Cancelling Returns Only.

This Contract is subject to English Law, and Practice.

ISLAMIC P&I CLUB
dd.mm.yyyy

ASSURED Name

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