

Failure of Claim Handling Clause

Warranted where any payment by the Association under this Certificate of Entry and/or Blue Cards is in respect of liabilities which are excluded from this Certificate of Entry, the Association has the full unilateral right to arrest and auction the "Vessel(s)" if the "Member(s)" failure of handling the claim(s) or affording the payment(s), and the "Member(s)" still have responsibility to compensate the Association for the insufficient amount including legal fees, auction fees, lawyer fees, etc.

This clause is subject to English law and practice.

Clause No.: EPI-AC-001

Date: 2022.10.01

Clean Certificate Clause

Warranted all necessary valid Certificates through the cover period and without any outstanding recommendations and/or class conditions, and no PSC deficiencies and/or outstanding recommendations before every voyage departure.

This clause is subject to English law and practice.

Clause No.: EPI-AC-002

Date: 2022.10.01

Misconduct Exclusion Clause

Excluding any liabilities being the misconduct on the part of the "Member(s)" (including crewmembers), such misconduct being an act intentionally done, or negligence in their duties, or a deliberate omission by the "Member(s)", or an act done or omitted in such way as to allow inference of a reckless disregard of the probable consequences.

This clause is subject to English law and practice.

Clause No.: EPI-AC-003

Date: 2022.10.01

Hull Coverage Clause

Warranted Hull & Machinery Cover including 4/4th RDC/FFO in place and maintained during the whole period of the Certificate of Entry, with a value of no less than her actual market Hull value.

This clause is subject to English law and practice.

Clause No.: EPI-AC-004

Date: 2022.10.01

IMSBC Cargo Clause

Warranted "Vessel(s)" will not load, carry, and transport any cargo specified in the International Maritime Solid Bulk Cargoes (IMSBC) Code unless otherwise agreed by the Association in writing in advance of loading the cargo.

Furthermore, warranted a suitable testing report containing technical indicators such as Transportable Moisture Limit (TML) and moisture content suitable for transportation of cargoes shall be presented to the Association for approval before "Vessel(s)" load, carry, and transport any cargo designated as a 'Group A' cargo specified in the International Maritime Solid Bulk Cargoes (IMSBC) Code, including being cargoes, which are susceptible to shifting due to liquefaction, unless otherwise agreed by the Association in writing in advance of loading the cargo.

This clause is subject to English law and practice.

Clause No.: EPI-AC-005

Date: 2022.10.01

Law and Jurisdiction Clause

The contract of the Protection and Indemnity risk coverage evidenced by the Certificate of Entry and any and all disputes arising out of, or in relation to it, shall be governed by and construed in accordance with English law and practice.

Any difference or dispute shall be referred to the tribunal or court specified in Rule 41 (Choice of Law) of the General Rules of the Association, Edition 2023.

Clause No.: EPI-AC-006

Date: 2022.10.01

Political and Piracy Exclusion Clause

Exclusions

1. This Certificate of Entry (including related Blue Cards, Financial Security Certificates) shall not indemnify the Member(s)/Vessel(s)/Any third Parties against any loss, damage, liability or expense directly or indirectly arising out of or resulting from strikes, lockouts, labour disturbances, industrial action, riots, public demonstrations, civil commotion or any other form of civil unrest, irrespective of the nature or causation of such events.
2. No indemnity shall be provided under this Certificate of Entry (including related Blue Cards, Financial Security Certificates) for loss, damage, liability or expense caused by, arising from or in connection with political risks, including but not limited to acts of war (whether declared or not), invasion, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism, sabotage, or any form of political violence, whether perpetrated by a government, its agencies, any other entity or individuals.
3. This Certificate of Entry (including related Blue Cards, Financial Security Certificates) explicitly excludes all claims for loss, damage, liability, cost or expense (including without limitation those incurred in negotiation, recovery operations, or security response) arising directly or indirectly from:
 - 1) Acts of piracy, armed robbery against ships, or unauthorized boarding with intent to commit theft or violence;
 - 2) Hijacking or seizure of the vessel by unlawful means;
 - 3) Kidnapping, detention, or unlawful restraint of crew members, passengers, or other persons on board;
 - 4) Payment, attempted payment, or obligation to pay ransom, extortion, or any form of coercive financial demand;
 - 5) Losses incurred as a consequence of complying with demands from pirates, hijackers, or kidnappers.
4. This exclusion shall apply regardless of whether such events are standalone occurrences or connected with other excluded perils listed herein.

Warranties

It shall be a condition precedent to the Association's liability hereunder that the covered Vessel:

- a) Shall at all times maintain on board appropriately trained, certified, and licensed armed security personnel, duly authorized to carry and utilize firearms in compliance with the applicable laws and regulations of the relevant jurisdictions.
- b) Shall be equipped with a secure citadel that complies with the standards prescribed by the International Maritime Organization (IMO) and is designed to provide a secure refuge for the crew in the event of a pirate attack.

- c) Shall be fitted with functional satellite tracking systems capable of transmitting real-time positional data, which systems shall be subject to continuous monitoring by a designated security operations center.
- d) Shall conduct regular anti-piracy drills at intervals not exceeding three months, with detailed records of such drills (including dates, participants, scenarios and outcomes) retained and produced to the Insurer upon demand.
- e) Failure to comply with any of the foregoing warranties shall entitle the Insurer to decline indemnification for any claim where such non-compliance contributed to, aggravated or otherwise caused the loss in question.

This Clause is subject to English law and practice.

Clause No.: EPI-AC-007

Date: 2022.10.01