

CERTIFICATE OF ENTRY

OWNER ENTRY

Class 1 – Protection and Indemnity

Negotiator First Cornerstone Insurance Brokers Limited	Certificate No. 485067 Date of Issue 21 February 2022
Member Tamrose Limited (Registered Owner)	
Name and Principal Place of Business Tamrose Limited Plot 7 Okuru-Abuloma Link Road Port Harcourt Rivers State Nigeria	

Vessel	TMC PROVIDENCE			
IMO Number	Gross Tons	Built	Flag	Port of Registry
9444352	2,177	2010	NGA	Nigeria
Period of Entry	Noon GMT 20 th February 2022		to	Noon GMT 20 th February 2023

The West of England Ship Owners Mutual Insurance Association (Luxembourg)
 R.C.S. Luxembourg B8963, 31 Grand Rue, L-1661 Luxembourg, G.D. Luxembourg

Managers West of England Insurance Services (Luxembourg) S.A.
 R.C.S. Luxembourg B104783, 31 Grand Rue, L-1661 Luxembourg, G.D. Luxembourg
UK Branch One Creechurch Place, Creechurch Lane, London EC3A 5AF
Tel +44 20 7716 6000 **Email** mail@westpandi.com **www.westpandi.com**

This Certificate of Entry is evidence only of the contract of Indemnity Insurance between the above named Member(s) and the Association and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Association to any other party.

If a Member tenders this Certificate as evidence of insurance under any applicable law relating to financial responsibility, or otherwise shows or offers it to any other party as evidence of insurance, such use of this Certificate by the Member is not to be taken as any indication that the Association thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.

The insurance provided by the Association for the vessel is governed by the Association's Rules, Bye-Laws and Constitution for the time being in force and by the Special Terms set out below. Such Rules, Bye-Laws and Constitution are incorporated as if fully set forth in this Certificate and together with such Special Terms constitute both the contract of indemnity insurance evidenced by this Certificate between the Association and each Member and each Joint Member named herein and the cover provided by that contract to each Co-Assured named herein. Each Member, Joint Member and Co-Assured is bound by and deemed to know the Rules, Bye-Laws and Constitution. Members, Joint Members and Co-Assureds should ensure they read the Rules, Bye-Laws and Constitution, copies of which are available from the Association. Members, Joint Members and Co-Assureds not having copies of these documents should ask the Association's Managers to provide them.

All the terms of the Rules, Bye-laws and Constitution are important, but particular attention is drawn to:-

- **Rules 43, 45, 45(A), 45(B) and 45(C)** which may require a Member or Joint Member to pay Supplementary Calls, Overspill Calls, Releases, and contributions to a Solvency Margin and Guarantee Fund. There is no limit to the liability of the Member or Joint Member for these calls, save for the limit per vessel provided in Rule 45(A) in respect of Overspill Calls.
- **Rules 1 and 57** which establish that any difference or dispute between a Member and the Association, or other matter relating to the Rules and all contract of insurance afforded by the Association or otherwise shall be governed by English law and procedure in accordance with Rules 1 and 57. As set out therein, no Member may bring or maintain any action, suit or other legal proceedings against the Association in connection with any difference or dispute unless he has first obtained an Arbitration Award in accordance with Rule 57.
- **Rule 3 (D)** which sets out the terms on which the Association shall discharge and pay on the Member's behalf certain liabilities under the 2006 Maritime Labour Convention as amended (MLC 2006) or domestic legislation by a State Party implementing MLC 2006.
- **Rules 7 and 8** which set out the limits of the Association's liability generally and also specifically in respect of oil pollution, passengers and seamen, and consortium claims.
- **Rule 10** which provides that the insurance is that of indemnity only. The Member or Joint Member or Co-Assured has no right to recover funds from the Association for insured claims unless and until the Member, Joint Member or Co-Assured has first paid the same.
- **Rule 18 (Double Insurance) and Rule 2 Section 11 proviso (b) (Pollution)** which contain restrictions on cover for liabilities, costs and expenses insured by or recoverable from other insurers.
- **Rule 19 and 19(A)** which provide that cover may not be available for certain kinds of trade or other activity, including but not limited to those which expose the Association to the risk of sanctions.
- **Rule 21** which provides that, although the Rules are subject to the Insurance Act 2015, the Association has exercised its right to contract out of a number of Sections in the Act, including Section 13A which introduced damages for the late payment of a claim.
- **Rule 24 and Rule 25** which include the requirement for prompt notification of every casualty, event or matter which is liable to give rise to a claim on the Association, and the conditions under which a claim on the Association may be Time Barred.
- **Rules 36 and 58** which define Members, Joint Members and Co-Assureds.
- **Rule 42** which provides that the obligations of a Member are cumulative throughout the period of membership and that obligations of a Member may continue after membership has ceased.

The Association is subject to the laws and regulations of the Grand Duchy of Luxembourg and is therefore subject to a duty of professional confidentiality in its activities carried out from the Grand Duchy of Luxembourg pursuant to Article 300 of the law of 7 December 2015 on the insurance sector, as amended.

The Association may, in order to fulfil its obligations and to provide a suitably high level of service, need to share certain information regarding the Members with its service company regulated by the Luxembourg Commissariat aux Assurances, West of England Insurance Services (Luxembourg) S.A., and with that company's UK branch or other entities within the group (together the "Service Provider"). Certain services are outsourced by the Association to the Service Provider in the areas of underwriting, claims management and back office services such as IT, finance, compliance, internal audit, claims management and payment.

Information that may be shared by the Association with the Service Provider includes (without limitation): the Member's name, registered office, date of incorporation and description of activities; personal data of the Member's staff (e.g. first name, surname, date and place of birth, passport or ID card number and contact details; the beneficial owner(s); the authorised representative; and general information relating to the Members' assets and funds that have been provided by the Member to the Association (the "Data").

The Member hereby expressly authorises, and confirms its consent to, the sharing, transmission and disclosure of the Data with or to the Service Provider by the Association and its directors, officers, employees and agents.

The Member shall ensure that they (and/or their nominated representative(s)) are entitled under the General Data Protection Regulation (GDPR) (EU) 2016/679 ("GDPR") to transfer relevant personal data to the Association to facilitate lawful processing of personal data. The Service Provider shall treat personal data provided by the Member in accordance with the GDPR.

The terms and conditions of the insurance afforded by the Association in respect of the aforesaid vessel are upon and in accordance with this Certificate and the Rules, Bye-laws and the Constitution of the Association for the time being in force except to the extent that the said Rules are modified by the Special Terms set out below:-

Special Terms

4/4th RDC & FFO Deductible (2)

The Member shall bear the first US\$ 30,000 in respect of RDC and F&FO each and every claim.

Deductibles Apply To Costs And Expenses

Deductibles set out in this certificate, whether as a Special Term or otherwise, shall apply to costs and expenses incurred under Rule 2, including but not limited to, Rule 2 Section 24.

Other Claims Deductible (1)

The deductible for liabilities, costs and expenses in respect of all other claims is US\$ 15,000 each incident.

4/4th RDC Collision Cover

In Rule 2, Section 9 (A), the insured proportion of the liabilities arising out of a collision is agreed to be four fourths.

Medevac Evacuation Clause

Cover includes cover for the illness and injury of seaman under Rule 2 Section 1, but notwithstanding this there is no cover for liabilities, costs and expenses in respect of the repatriation / medical evacuation (medevac) of seaman for medical treatment to a country or geographical area different to that where the vessel is operating.

Trading Area Exclusion

There is no cover for any liabilities, costs and expenses in the event the entered vessel trades / sails trans-Atlantic, trans-Pacific, and or in the waters of the USA EEZ, Australia or Iran .

Wreck Liabilities Including Removal

There is cover for liabilities, costs and expenses in respect of Wreck Liabilities in accordance with Rule 2 Section 14.

Tug and Offshore Vessel Clause

Cover is conditional upon the vessel being chartered and or contracted out on terms that are no wider than those of the unamended BIMCO SUPPLYTIME charter party form, including that the liabilities, costs and expenses are apportioned between the Member and the charterer on terms no less favourable to the Member than 'knock for knock' basis. Any liabilities, costs and expenses arising out of a contract not complying with the aforementioned provisos

will not be covered unless otherwise agreed in writing in advance by the Association. This may necessitate the Association arranging a separate extended 'contractual liability insurance' on behalf of the Member.

Limit Of Liability - Pollution

The Association's limit of liability for pollution is set out within Rule 7. All conditions and provisions within Rule 7 "Limits Of The Association's Liability Other Than In Respect Of Overspill" apply to this entry, including Paragraph (3) b) where the Association's liability in respect of an Owner's Entry and all Co-Assureds insured under that Owner's Entry for any and all claims in respect of oil pollution in respect of one vessel in respect of one incident shall not exceed in the aggregate the amount of US\$ 1,000,000,000.

Crew Pre-Employment Medical Examination Requirement

Save to the extent that the Managers may in their absolute discretion otherwise agree, the Member shall ensure that all crew shall (a) have undergone a pre-employment medical examination at a reputable medical clinic, and (b) have passed the said examination and have been classified as fit for maritime work by the said clinic no more than 30 days prior to employment by the Member. This requirement to undergo and pass a pre-employment medical does not apply to a crew member who, whilst previously employed by the Member, has undergone and passed a pre-employment medical examination at a reputable medical clinic within the past two years, and was passed fit for maritime work by that clinic.

Failure to comply with these obligations above shall entitle the Managers in their absolute discretion to deny the reimbursement of any claims or expenses in respect for the death, illness or injury of a crew member which arose from a medical condition which would have been discovered had the Member complied with the above obligations. Whether or not such medical condition would have been discovered had the Member complied with the said obligations shall be a matter for the sole and exclusive determination of the Managers.

Laid-Up Returns Exclusion

No laid-up returns to be given by the Association.

Premium Tax and Other Excise Taxes

The Member shall pay on demand to the Association or its order the amount of any premium tax or other excise tax or similar charge or fee for which the Association determines in its discretion that it or the Member has or may become liable and shall indemnify and hold harmless the Association in respect of any loss, damage, liability, cost or expense which the Association may incur in respect of such premium tax or other excise tax, charge or fee.

Fleet Clause

For the purposes of Rule 31 the vessel belongs to the Tamrose Ventures Ltd fleet.

IACS Class Maintained Clause

It is a condition of cover that the Entered Vessel is classed with an IACS classification society for the duration of the policy year without suspension or interruption.

Issued for and on behalf of:

**THE WEST OF ENGLAND SHIP OWNERS MUTUAL INSURANCE ASSOCIATION
(LUXEMBOURG)**

by

West of England Insurance Services (Luxembourg) S.A.
(As Managers)



Simon Parrott
Underwriting Director