



**보 험 가 입 증 서**

**CERTIFICATE OF ENTRY**

Date of Issue : 2019-00-00

아래의 선박(들)은 관계법령 및 한국선주상호보험조합의 정관 및 보험계약규정(보험계약규정이 개정되는 경우, 개정규정을 말함)에 따라 아래의 조건으로 가입되어 있으며 본 증서는 전손, 매각 또는 조합의 규정에 따라 해제 또는 해지되지 않는 한 아래의 보험기간 동안 유효합니다.

This is to certify that the ships mentioned hereunder are entered in the Korea Shipowner's Mutual Protection and Indemnity Association as per the terms and conditions contained herein and 2019PY Entry Proposal (Doc . No.QUO190000-0000)during the below mentioned insurance period unless lost, sold, withdrawn or the entry is terminated in accordance with the Rules, to the extent specified and in accordance with the Act, Bye-Laws and the Rules from time to time in force.

선명(Name of Vessel)		증서번호 (Certificate Number)	
선종(Type of Ship)	건조년도(Built Year)	가입톤수(Entered Tonnage)	
등록항(Port of Registry)	선급(Class)	IMO Number	
조합원 (Member)		공동계약자 (Joint Entry)	
선주이름 및 주소지 (Shipowner's Name and Principal Place of Business)			
보험 종류(Kind of Insurance) <b>Protection &amp; Indemnity Insurance</b>			
보험기간 (Insurance Period) <b>2019 POLICY YEAR</b> From <b>21:00 of 20 February 2019(KST)</b> To <b>21:00 of 20 February 2020(KST)</b>			

이 보험가입증서는 단지 위 조합원과 우리 조합간의 보험계약의 증거일 뿐이며 제 3자에 대한 조합의 재정적 또는 기타 보증의 증거는 아닙니다. 조합원이 이 증서를 어떠한 적용 가능한 법률 하에서든 재정책임과 관련된 보험의 증거로서 제출하거나, 또는 보험의 증거로서 타인에게 제시 또는 제공하더라도 조합원의 그러한 행위가 조합이 보증인으로 행위 한다거나 어떠한 관할권에서건 소송의 직접적인 대상이 됨을 동의한 것으로 받아들여져서는 아니 되며 조합은 이에 동의하지도 않습니다.

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 of otherwise, on the part of the Association to any other party. In the event that 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 there by consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.

### **담보위험(RISKS COVERED)**

According to the Rules of Association(including Claims in respect of Oil Pollution, Wreck Removal and Fixed and Floating Object), But including Claims in respect of 4/4th RDC.

### **담보한도(LIMIT OF COVER)**

US\$1,000.00 million any one accident or occurrence, or series of accidents or occurrences, arising out of any one event.

### **WARRANTIES**

[CLASSIFICATION WARRANTY]

Warranted ships, through the period of entry, fully classed or qualified with a Classification Society or other equivalent and competent organization approved by the Association as per the Rule 16.

Warranted legally required minimal number of qualified officers and engineers to be on board during whole period of insurance.

Warranted all vessels' Certificate's valid at all times during the entire policy period.

[Club Rule 2-1]

1. If a warranty be not so complied with, then, subject to any express provision in the Certificate of Entry, the Association is discharged from liability as from the time of the breach of warranty, but without prejudice to any liability incurred by the Association before that time.

2. Where a warranty is broken, the Member cannot avail himself of the defence that the breach has been remedied, and the warranty complied with, before loss.

### **CONDITIONS**

Unless otherwise agreed by the Association in writing, any contract of insurance in respect of any Member's interest in an entered ship shall terminate upon the happening of any of the following event; when the ship is employed by the member in a carriage, trade or on a voyage which will thereby in any way howsoever expose the Association to the risk of being or becoming subject to any sanction, prohibition, restriction or adverse action in any form whatsoever by any state or international organization.

The Association shall not indemnify any liabilities, costs and expenses which is not recovered by the Association under any reinsurance(s) arranged by the Association because of a shortfall in recovery from reinsurers thereunder by reason of any sanction, prohibition or adverse action against them by a state or international organisation or the risk thereof if payment were to be made by such reinsurers. For the purposes of this provision "shortfall" includes any failure or delay in recovery by the Association by reason of the reinsurers making payment into a designated account in compliance with the requirements of any state or international organisation.

### **항행구역(TRADING AREA)**

S.E. Asia within I.W., which is between not East of longitude 150 East and not West of longitude 70 East.

### **공제금액(DEDUCTIBLES)**

USD 10,000 in respect of all cargo claims, each single voyage.

USD 500 in respect of all crew claims, any one accident or occurrence.

USD 12,500 in respect of all Collision claims, any one accident or occurrence.

USD 10,000 in respect of all other claims, any one accident or occurrence.

Any legal and other costs set out in Rule 33 shall be subject to the deductibles set out in the above.

### **KP&I Share**

The Association will bear 99.88% and PVI Re. will bear 0.12% of all liabilities, costs and expenses below USD 1,000mil.. Provided, in any circumstances, the deductible should be paid by the Member in the first instance.

The liability of the Association under this contract is several and not joint with PVI Re. to this contract. The Association is liable only for the proportion of liability it has underwritten. The Association is not jointly liable for the proportion of liability underwritten by PVI Re..

**환급보험료(RETURN PREMIUM)**

Cancelling Returns Only

**LIABILITIES IN RESPECT OF SEAMAN**

Claims in respect of seamen under Rule 20 shall be covered in accordance with Vietnamese law, unless legally bound to settle in accordance with the law of the flag.

**LIABILITIES IN RESPECT OF THIRD PARTIES ON BOARD**

Cover hereunder includes Member's legal liability to third parties(except for USA citizens and Armed Guards) on board the vessel in accordance with Rules 22, without additional premium, subject to there being no more than five (5) such persons on-board any one vessel at any one time, and for a period no longer than one (1) month, any one individual.

The member should obtain and keep the original copy of Club's official form of "Agreement of the Co-Sailing" and "Guidelines observed by Passengers on Board" signed by the third parties.

**PAPERLESS TRADING CLAUSE**

1. There shall be no recovery from the Association in respect of any liability, cost or expense whatsoever or howsoever arising, whether directly or indirectly, out of or in consequence of:

(a) Unless other wise agreed in writing between the Member and the Association the Member's participation in or use of any system or contractual arrangement the predominant purpose of which is to replace paper-based documentation in shipping and/or international trade with electronic messages, including, without limitation, (any such system or arrangement being referred to in this endorsement as a "paperless system"), or

(b) a document which is created or transmitted under a paperless system which document contains or evidences a contract of carriage, or

(c) the carriage of goods pursuant to such a contract of carriage, save to the extent that the Association in its sole discretion may determine that such liability, cost or expense would have arisen and would have been covered by the Association if the Member had not participated in or used a paperless system and any contract of carriage had been contained in or evidenced by a paper document.

2. For the purpose of this endorsement a "document" shall mean anything in which information of any description is recorded, including, but not limited to, computer or other electronically generated information

**Clean Cargo Clause**

It is hereby agreed that the ship will not carry persistent oil as cargo during the policy year. If persistent oil is carried as cargo during the insurance period, the member shall declare to the Association in advance, then the premium rating shall be increased.

If the member fails to notify the Association, the member shall cease to be insured by the Association in respect of this ship with effect from the date of the commencement of loading persistent oil as cargo(the date of cessation).

For the purposes of this clause, "Persistent Oil" is all persistent hydro-carbon mineral oils other than those falling within the definition of "Non-persistent Oil" set out below.

"Non-persistent Oil" is which consists of hydro-carbon fractions:

(a) at least 50% of which, by volume, distils at a temperature of 340 degrees C, and

(b) at least 95% of which distils at a temperature of 370 degrees C when tested by the ASTM Method D 86 /78 or any subsequent revision thereof.

한 국 선 주 상 호 보 험 조 합  
The Korea Shipowner's Mutual Protection  
&  
Indemnity Association

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조 합 장 박 영 안  
Young An Park, Chairman

