

Great Eastern General Insurance (Malaysia) Berhad 198301007025 (102249-P)

Level 18, Menara Great Eastern, 303 Jalan Ampang, 50450 Kuala Lumpur

General Line: +603 4259 8888 Fax: +603 4813 0055

Customer Service Careline : 1300 -1300 88

Website: www.greateasterngeneral.com



CONFIRMATION HOLD COVER - GENERAL (NON-MOTOR)			
AGENCY	STATE INSURANCE BROKERS SDN BHD		CODE NMMKB019
CLASS OF INSURANCE	MARINE HULL AND MACHINERY INSURANCE		DATE 22/12/2023
NAME OF PROPOSER / INSURED	MAY TANKER SDN BHD AS OWNER AND/OR COMMERCIAL MANAGER AND/OR MAY MARITIME SERVICES SDN BHD AS SHIP / TECHNICAL MANAGER AND/OR THEIR ASSOCIATE AND/OR AFFILIATE AND/OR SUBSIDIARY COMPANIES FOR THEIR RESPECTIVE RIGHTS AND INTERESTS		
PERIOD OF INSURANCE	FROM	24/12/2023	TO 23/12/2024

INTEREST	DESCRIPTION OF RISK	SUM INSURED / INSURED VALUE
	VESSEL NAME : PUSAKA PRIMA IMO NO. : 9154141 TYPE : ASPHALT / BITUMEN TANKER YEAR OF BUILT : 1996 GRT : 4,268 NRT : 1,281 LOA : 100.39m x 18.20m x 8.00m CLASS : RINA PORT OF REGISTRY : PORT KELANG FLAG : MALAYSIA <u>SUM INSURED / INSURED VALUE</u> AA H & M : RM 5,771,500.00 BB IV : RM 2,473,500.00 CC WAR : RM 8,245,000.00	RM 8,245,000.00
TRADING LIMIT	SOUTHEAST ASIA INCLUDING INDIA, CHINA, SOUTH KOREA, TAIWAN AND JAPAN, BANGLADESH, SRI LANKA AND/OR HELD COVERED WITH PRIOR NOTICE AT TERMS TO BE AGREED SUBJECT TO LICENSE PERMITTED	
EXTENSIONS / WARRANTIES	AS AGREED	
RATE	AS AGREED	TOTAL SUM INSURED RM 8,245,000.00
		GROSS PREMIUM
		6% SERVICE TAX AS ARRANGED
DEDUCTIBLES	AS AGREED	STAMP DUTY
		TOTAL PREMIUM

<input type="checkbox"/>	NEW
<input type="checkbox"/>	RENEWAL
<input type="checkbox"/>	EXTENSION



Authorised Signatory



SHIPOWNERS

9 Temasek Boulevard
Suntec Tower Two #22-02
Singapore 038989

T +65 6593 0420
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W www.shipownersclub.com

CERTIFICATE OF INSURANCE

Certificate No: 56222/1154349/537102/LCC-P&I/01

Date Issued 09/02/2024

Member/Assured MAY MARITIME SERVICES SDN BHD [56222] as MANAGER, TECHNICAL MANAGER

PERIOD OF INSURANCE

Noon GMT 20/02/2024 to Noon GMT 20/02/2025 (No. of days 366)

INSURED RISK(S)

Ref	Name	Flag	Type	Tonnage	Year Built	IMO	Port Of Registry
537102	PUSAKA PRIMA	MYS	TAB - BITUMEN TANKER	4,268	1996	9154141	PORT KELANG

INSURANCE COVERS, LIMITS AND DEDUCTIBLES

Your attention is drawn to the **IMPORTANT INFORMATION** at the end of this document.

P&I

Included

Cover is provided in accordance with the Rules of the Association, unless otherwise stated in the full Certificate of Insurance and includes, but is not limited to, the following:

- Cargo Liabilities - Rule 2 Section 14
- Liabilities in respect of persons other than seamen or passengers - Rule 2 Section 3
- Liabilities in respect of seafarers - Rule 2 Section 1
- Loss of or damage to property (Fixed and Floating Objects FFO) - Rule 2 Section 8
- Wreck liabilities - Rule 2 Section 12

Cover in respect of the following sections is provided in accordance with the Rules of the Association, but modified in accordance with the conditions stated:

- Collision with other vessels - Rule 2 Section 7
 - Including full collision liabilities (4/4ths).
- Pollution - Rule 2 Section 9
 - excluding any and all claims in respect of oil pollution arising out of any incident to which the United States Oil Pollution Act 1990 is applicable.

Limit(s) of Cover

- Pollution - Rule 2 Section 9 - USD 1,000,000,000 each incident.
- As per Rules.

Deductibles

- Cargo Liabilities - Rule 2 Section 14 - USD 11,000 each incident.
- Collision with other vessels - Rule 2 Section 7 - USD 22,000 each incident.
- Liabilities in respect of seafarers - Rule 2 Section 1 - USD 2,500 each incident.
- Loss of or damage to property (Fixed and Floating Objects FFO) - Rule 2 Section 8 - USD 22,000 each incident.
- Pollution - Rule 2 Section 9 - USD 11,000 each incident for claims arising from the application of the International Convention on Civil Liability for Bunker Oil Pollution.
- For all other claims: USD 3,000 each incident.

P&I CLAUSE(S)

- MLC 2006 Extension (see below Clause)

MLC 2006 Extension

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Cover is hereby extended to include liabilities arising under the Maritime Labour Convention 2006 (as amended) in accordance with Maritime Labour Convention Extension Clause, but only to the extent that the Maritime Labour Convention (as amended) is statutorily applicable to the above named Members/joint Members and/or the Insured Risks. The full terms and conditions of this extension can be found on the Association's website under www.shipownersclub.com/mlc

ADDITIONAL COVER(S)

LEGAL COSTS COVER

Included

- Legal Costs Cover as per Rule 6

Limit(s) of Cover

- Notwithstanding the provisions of Rule 21C cover shall in any event be limited in the aggregate in respect of any one claim, dispute or proceedings to USD 750,000

Deductibles

- Member shall bear the first USD 750 of such costs and expenses as total up to USD 3,000 incurred in connection with any claim, dispute or proceedings and thereafter one fourth of such costs and expenses as exceed USD 3,000 in total, but subject to a maximum deductible of USD 30,000

JOINT MEMBER/ASSURED

MAY TANKER SDN BHD as OWNER

ALL COVERS

GENERAL CONDITIONS

- Cancelling Returns Only

TRADING LIMITS & OPERATIONAL DETAILS

Southeast Asia including India, China, Korea, Taiwan and Japan, Bangladesh, Sri Lanka.

OTHER MATERIAL FACTS

Asphalt tankers subject to annual surveys at Associations cost.

Ref	Name	Crew No	Passenger No	H&M Value	Certifying Authority	Class
537102	PUSAKA PRIMA					RINA

IMPORTANT INFORMATION

Incorporation | The terms and conditions of the current Rules of the Association 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 Association 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 Rules of the Association 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 in accordance with Rule 8.

EVIDENCE

This Certificate of Insurance 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. 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 thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent. Nothing in this contract is intended to confer any benefit on any third party (whether referred to herein by name, class,

▶ **CERTIFICATE OF INSURANCE**

Certificate No: 56222/1154349/537102/LCC-P&I/01

description or otherwise) or any right to enforce a term contained in this contract.

SIGNED

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by several vertical strokes.

STEVEN RANDALL
CHIEF EXECUTIVE – SINGAPORE BRANCH

NOT TRANSFERABLE

Reference: 56222/537102/1154349/2024/1

To: DIRECTOR GENERAL
MARINE DEPARTMENT MALAYSIA
P.O BOX 12
PORT KELANG
SELANGOR
42007
MALAYSIA



SHIPOWNERS

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Suntec Tower Two #22-02
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**CERTIFICATE FURNISHED AS EVIDENCE OF INSURANCE PURSUANT TO
ARTICLE 7 OF THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY
FOR BUNKER OIL POLLUTION DAMAGE, 2001**

Name of Ship: PUSAKA PRIMA
IMO Number: 9154141
Distinctive Number or Letters: 9MWY9
Port of Registry: PORT KELANG

Name and full address of the principal place of business of the Registered Owner:

MAY TANKER SDN BHD
#J-1-19 (Suite 2), Jalan PJU 1/43,
Aman Suria Damansara,
Petaling Jaya,
Selangor Darul Ehsan,
47301
MALAYSIA

THIS IS TO CERTIFY that there is in force in respect of the above-named ship while in the above ownership a policy of insurance satisfying the requirements of Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001.

Period of Insurance: Noon GMT 20/02/2024 to Noon GMT 20/02/2025

Provided always that the insurer may cancel this Certificate by giving three months written notice to the above Authority whereupon the liability of the insurer hereunder shall cease as from the date of expiry of the said period of notice but only as regards incidents arising thereafter.

Date: 09/02/2024

This certificate has been issued for and on behalf of the insurer:

The Shipowners' Mutual Protection & Indemnity Association (Luxembourg)
16, Rue Notre-Dame, L-2240
Luxembourg.

By:

STEVEN RANDALL
COMMERCIAL DIRECTOR

NOT TRANSFERABLE

Reference: 56222/537102/1154349/2024/1

To: DIRECTOR GENERAL
MARINE DEPARTMENT MALAYSIA
P.O. BOX 12,
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**CERTIFICATE FURNISHED AS EVIDENCE OF INSURANCE PURSUANT TO
ARTICLE 12 OF THE NAIROBI INTERNATIONAL CONVENTION ON THE
REMOVAL OF WRECKS, 2007**

Name of Ship: PUSAKA PRIMA
Gross tonnage of the ship: 4268

Name and full address of the principle place of business of the Registered Owner:

MAY TANKER SDN BHD
#J-1-19 (Suite 2), Jalan PJU 1/43,
Aman Suria Damansara,
Petaling Jaya,
Selangor Darul Ehsan,
47301
MALAYSIA

IMO Ship Identification Number: 9154141
Distinctive Number or Letters: 9MWY9
Port of Registry: PORT KELANG

THIS IS TO CERTIFY that there is in force in respect of the above-named ship while in the above ownership a policy of insurance satisfying the requirements of Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007.

Period of Insurance: Noon GMT 20/02/2024 to Noon GMT 20/02/2025

Provided always that the insurer may cancel this Certificate by giving three months written notice to the above Authority whereupon the liability of the insurer hereunder shall cease as from the date of expiry of the said period of notice but only as regards incidents arising thereafter.

Date: 09/02/2024

This certificate has been issued for and on behalf of the insurer:

The Shipowners' Mutual Protection and Indemnity Association (Luxembourg)
16, Rue Notre-Dame, L-2240
Luxembourg.

By:

STEVEN RANDALL
COMMERCIAL DIRECTOR

ITOPF LIMITED

Membership Record Form (No. 30964)

2024/2025

Tanker Name
PUSAKA PRIMA

GT: 4268

Owner/Bareboat Charterer
MAY TANKER SDN BHD
#J-1-19 (SUITE 2), JALAN PJU 1/43
AMAN SURIA DAMANSARA,
PETALING JAYA,
SELANGOR DARUL EHSAN,
47301
MALAYSIA

IMO: 9154141

Flag: MALAYSIA

VAT/TVA Number:

Expiry Date: 20th February 2025

Please check and inform ITOPF of any amendments necessary

TERMS AND CONDITIONS OF MEMBERSHIP
(effective 12th July 2018)

1. Membership of ITOPF is subject to ITOPF's Memorandum and Articles of Association and to these Terms and Conditions, which apply to all Owners who are Members of ITOPF as at 12th July 2018, and to all Owners who thereafter are accepted for Membership. The Directors of ITOPF have the right from time to time to add to or modify these Terms and Conditions. Any such additions or modifications and their effective date will be notified to Members.
 2. Membership of ITOPF is available only to an owner or demise charterer ("Owner") of a tanker, being any ship (whether or not self-propelled) designed, constructed or adapted for the carriage by water in bulk of crude petroleum, hydrocarbon products and any other liquid substance ("Tanker").
 3. A Member is required to notify ITOPF (or ensure that ITOPF is notified) in writing from time to time of the name and tonnage of Tankers of which it is or becomes Owner and in respect of which it wishes to be entitled to the services of ITOPF. A Member who is no longer the Owner of any Tanker whose name and tonnage have been so notified shall automatically cease to be a Member of ITOPF.
 4. Subject to these Terms and Conditions, a Member has the right to request ITOPF to provide technical and other services, advice and information ("Services") in relation to:-
 - (a) a spill (or the threat thereof) of oil, or of HNS whether as cargo or bunkers, or of any other cargo from a Tanker, including on-site attendance to give technical advice with the aim of effecting an efficient response operation and mitigating any damage;
 - (b) the technical assessment of damage caused by a spill of oil, or of HNS, whether as cargo or bunkers, or of any other cargo from a Tanker;
 - (c) the technical assessment of claims for compensation resulting from a spill (or the threat thereof) of oil, or of HNS, whether as cargo or bunkers, or of any other cargo from a Tanker;
 - (d) Contingency planning, response techniques, fate and effects, compensation resulting from a spill (or threat thereof) of oil, or of HNS, whether as cargo or bunkers, and of any other cargo;
 - (e) training courses, drills, exercises and similar events in respect of a spill of oil, or of HNS, whether as cargo or bunkers, or of any other cargo;
 - (f) the provision of such of ITOPF's publications as are for circulation to Members and such other general information and advice as is within the scope of ITOPF's Services.
 5. It is a condition of entitlement to Services that the Member's ITOPF subscription has been paid in respect of the current year commencing 20th February and for all prior periods of Membership, either directly or by another body on the Member's behalf, and in respect of all Tankers notified pursuant to paragraph 3 of which the Member is the Owner.
 6. Although under no obligation to solicit or obtain such information, ITOPF reserves the right from time to time to request any Member or its insurer to provide information satisfactory to ITOPF concerning the Member's pollution liability insurance cover. It is a condition of entitlement to Services that any Member or its insurer of which such a request is made will duly comply.
 7. ITOPF reserves the right to recover costs incurred in respect of the provision of any Services from a Member, on whose behalf such costs are incurred. ITOPF will not normally charge a fee for providing Services to a Member but may do so from time to time when circumstances warrant at ITOPF's discretion. It is a condition of entitlement to Services that a Member will agree to, and arrange for, the payment of such costs and fees when so requested by ITOPF.
 8. ITOPF reserves the right in its absolute discretion:
 - (a) (i) to terminate the Membership of any Member; and/or
 - (ii) to decline to respond or cease responding either in whole or in part to any request by or on behalf of a Member for the provision of serviceswhere the continuation of such Membership and/or where such response or its continuation may in any way howsoever expose ITOPF to the risk of being or becoming subject to any sanction, prohibition or adverse action in any form whatsoever by any state or international organisation;
 - (b) not to respond to a request by or on behalf of a Member for the provision of Services where in its absolute discretion ITOPF has determined that the spill (or the threat thereof) of oil, or of HNS or any other cargo from a Tanker has arisen other than directly in connection with the operation of the Tanker including, but not limited to, as a result of a blow-out, cratering, seepage or any other uncontrolled flow from a well or reservoir or any equipment not contained within the Tanker; and/or
 - (c) not to respond either in whole or in part to any request by or on behalf of a Member for the provision of Services whether because of a failure on the part of the Member to meet a condition set by ITOPF, or because of a lack of available ITOPF staff capacity, or for any reason which in ITOPF's absolute discretion might adversely affect ITOPF, the safety of its staff, or the provision of the Services requested. In the case of competing demands for its Services, ITOPF will normally give priority to its Members.
9. To the extent permitted by law, ITOPF shall have no liability to any Member or other person for any direct, indirect, special or consequential loss, expenses and/or costs arising out of or in connection with the provision of, or failure to provide, any Services.

ITOPF LIMITED

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