



SHIPOWNERS

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CERTIFICATE OF INSURANCE

Certificate No: 22700/902076/78818/1

Date Issued 19/10/2017
Member/Assured WHITE SHARK PROJECTS (PTY) LTD [22700]

PERIOD OF INSURANCE

Noon GMT 01/12/2017 to Noon GMT 01/12/2018 (No of days 365)

INSURED RISK(S)

Ref	Name	Flag	Type	Tonnage	Year Built	IMO	Port of Registry
78818	SHARK TEAM	ZAF	PE - PASSENGER EXCURSION/TOUR VESSEL	40	2003		

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:

- Liabilities in respect of passengers - Rule 2 Section 2

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 - only in excess of the hull & machinery value
- Liabilities in respect of seafarers - Rule 2 Section 1 - excluding claims recoverable under South African/Namibian Workmans Compensation Acts and/or Compensation for Occupational and Industrial Diseases Act.(COID)

Limit(s) of Cover

- As per Rules, but limit of liability, each incident all claims: USD 500,000,000

Deductibles

- ZAR 5,000 all claims, each incident

GENERAL CONDITIONS

- Cancelling Returns Only
- Affiliated Company Clause (see below Clause)
- Masters Officers and Crew Clause (see below Clause)
- MLC 2006 Extension (see below Clause)
- South African/Namibian Seamans Effects Clause (see below Clause)

APPLICABLE CLAUSES

Affiliated Company Clause

Should a claim in respect of which a Member named in the Certificate of Insurance is insured by the Association be made or enforced through a person or company affiliated or associated with such Member, the Association shall, if so

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requested by the Member, indemnify such person or company against any loss which as a consequence thereof such person or company shall have incurred in that capacity provided always that nothing herein contained shall be construed as extending to any amount which would not have been recoverable from the Association by the Member had such claim been made or enforced against him. Once the Association has made such indemnification it shall not be under any further liability and shall not make any further payment to any person or company whatsoever, including the Member, in respect of that claim.

Masters Officers and Crew Clause

Cover is hereby extended to Masters, Officers and other members of the crew or of Managers or Operators of the insured vessel (including Joint Co-operators of a consortium or similar service) in respect of costs, liabilities and expenses incurred by such persons in excess of the amount to which the Owner could have limited his liability if such costs, liabilities and expenses had been incurred by him. Subject always to the exclusion of all costs liabilities and expenses howsoever arising in respect of Oil Pollution, other than in respect of Masters, Officers and other members of the Crew and to a limit of USD15,000,000 in respect of any one event, any one vessel.

MLC 2006 Extension

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

South African/Namibian Seamans Effects Clause

It is agreed that the limit of liability under Rule 2 Section 1D will be double the regulation limits under the South African Merchant Shipping (Seafarer Compensation) Regulations of 1998, published by Government Notice No. R1654 of 18th December 1999, and any subsequent amendments thereto.

TRADING LIMITS & OPERATIONAL DETAILS

South African Coastal Waters

OTHER MATERIAL FACTS

It is noted that the vessel will operate shark cage diving tours out of Gansbaai.

Ref	Name	Crew No	Passenger No	H&M Value	Certifying Authority	Class
78818	SHARK TEAM	5	20	ZAR 2,036,400	SAMSA	

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

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SIGNED

A handwritten signature in black ink, appearing to read 'Ian Edwards', written in a cursive style.

IAN EDWARDS
UNDERWRITING DIRECTOR