



## SUMMARY OF COVER

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### CERTIFICATE OF ENTRY – OWNER'S ENTRY

Certificate of Entry number: 181.981

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Ship: M/V "UNI-ACCORD"

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Club: Assuranceforeningen Gard – gjensidig

This document confirms that the following risks are included in the cover provided by the contract overleaf (attached) and are covered in accordance with the terms set out in that contract.

#### Risks covered:

Cargo claims  
Pollution claims  
Wreck removal  
Dock damage

This document is intended purely as a summary of some of the principal risks covered and does not constitute a Contract of Insurance 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 summary 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 summary 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.

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**Ship: M/V "UNI-ACCORD"**

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**Assured(s):**

Evergreen Marine (Hong Kong) Ltd. (Owner)

**Co-Assureds:**

Evergreen International Storage and Transport Corporation

Evergreen Marine (Hong Kong) Ltd.

Evergreen Marine Corp. (Taiwan) Ltd.

Evergreen International S.A.

Unigreen Marine S.A.

Greencompass Marine S.A.

Everlinking Line S.A.

Everloading Line S.A.

Italia Marittima S.p.A

Gaining Enterprise S.A.

It is noted and agreed that the provisions of Rule 78.1.a) shall apply to this entry.

**All persons and/or companies named as Assured(s) and/or Co-Assured(s) in this Certificate of Entry shall be jointly and severally liable for all sums due to the Association in respect of this entry pursuant to Rule 79.1.**

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<b>Flag</b>	<b>HKG</b>	<b>Built</b>	<b>1997</b>	<b>GT</b>	<b>14,807</b>	<b>Class</b>	<b>Nippon Kaiji Kyokai</b>
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The ship named herein is entered in Assuranceforeningen Gard -gjensidig (the "Association") for the account of the named Assured(s). The entry is subject to the Association's Statutes and Rules for P&I and Defence cover for ships and other floating structures (the "Rules") from time to time in force, to the Association's standard deductibles and any other terms as may from time to time be circularised, but subject always to the special terms and conditions (if any) endorsed herein.

**Risks covered**

The Assured(s) shall only be covered for such risks as specified below:

P&I risks as set out in Part II, Chapter 1, of the Rules and Defence cover as set out in Part IV of the Rules, provided that;

- a) it has been agreed that the P&I cover shall include four-fourths (4/4) of the Assured(s) liability arising out of collision with another ship ("RDC") pursuant to Rule 36.1.a(ii).
- b) it has been agreed that the P&I cover shall include liability for loss of or damage to any fixed or floating object by reason of contact between the ship and such object ("FFO") pursuant to Rule 37(a).

**General limitations etc. on cover**

Reference is made to the Rules with regard to limitations on and exceptions from the cover, but particular attention is drawn to the following:

**Oil pollution - limit of insurance**

The cover afforded for oil pollution is limited pursuant to Rule 53.1 of the Rules to USD 1 billion each incident or occurrence each Owner's Entry, and is subject to such terms and conditions as are set out in Appendix III to the Rules.

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**Financial responsibility clause**

This certificate of entry is evidence only of the contract of indemnity insurance between the above named Assured(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 an Assured 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 Assured 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.

**Paperless trading endorsement**

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) the Assured'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, the Bolero system (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 Assured 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.

**Assignment**

The Assured(s) consent to the contract(s) of insurance evidenced by this Certificate of Entry being assigned to Gard P&I (Bermuda) Limited pursuant to the Failsafe Agreement upon the happening of a Designated Event as defined therein. The Association has the full power of attorney to execute such deeds and documents on behalf of the Assured(s) as are necessary to fully effect the assignment.

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**Special terms and conditions:****Crew - special deductible**

All liabilities, costs and expenses covered under Rule 27, shall be subject to a deductible of USD 50,000.- per port of call, excluding any legal and other costs.

**Cargo and general average - special deductible**

All liabilities, costs and expenses covered under Rules 34, 35 and 41 arising out of any one around the world voyage when a vessel is trading in the round the world service, any one round voyage for "inter-port" cargo (i.e. cargo which has not been nor is to be carried as Feeder Cargo for transshipment to or from an Evergreen Mother ship and any one single voyage for all other services; USD 50,000.- excluding any legal and other costs.

**Incidents arising during landtransport:**

Multiple cargo losses caused by a single incident during landtransport (road or railway) or at container terminals - and which affect cargo in conveyance from/to more than one entered vessel, shall only be subject to one cargo

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deductible.

Incidents arising during feeder transport:

Cargo losses arising while the cargo is in the custody of a feeder vessel, which is operated under the terms of a Connecting Carrier Agreement, shall be subject to one cargo deductible.

Incidents involving more than one deductible:

If risks arising from one incident give rise to claims under more than one rule, the highest deductible applicable to said claims shall be the only deductible to be applied for the particular incident.

It is agreed that one deductible shall apply where cargo losses arise in defined services where designated mothervessels are operated in a pendulum or round-voyage pattern. The deductible will follow the mothervessel's voyage number as referred to in Evergreen's electronic voyage schedule.

When cargo losses arise on a connecting feeder affecting cargo linked to more than one mothervessel, only one deductible will be applied for the particular incident.

Multiple cargo losses caused by a single incident during landtransport (road or railway) or at container terminals affecting cargo in conveyance from / to more than one entered mothervessel, shall be subject to one deductible.

**Pollution - special deductible:**

All liabilities, costs and expenses covered under Rule 38 shall be subject to a deductible of USD 25,000.- per event, excluding any legal and other costs.

**Other P&I liabilities - special deductible**

All liabilities, losses, costs and expenses covered under any Rule other than Rules 27, 34, 35, 38 and 41 shall be subject to a deductible of USD 85,000.- per event, excluding any legal and other costs.

Loss of or damage to property intended to be or which has been carried on board the vessel during transit by land or water to or from such ship under a contract of through carriage, provided that there shall be no recovery under this rule unless the contract of carriage has been approved by the Association before the making thereof and the Member has paid or agreed to pay such additional calls or premiums as may be required by the Association.

**FAR EAST CREW CLAUSE:**

Warranted that the Member's liability in respect of officers and crew shall be in accordance with and recovery from the Association be limited to the following terms and conditions:

**(1) INJURY DURING SERVICE**

(a) Full basic wage allowed for the period after discharge from the ship until rejoining the ship or until the date of return to the Home Port. Medical expenses shall be payable until declared fit or until the degree of permanent disability is established. If still disabled after return to the Home Port compensation for temporary or permanent disability or death shall be payable in accordance with the Hong Kong Workmen's Compensation Ordinance, or any other similar Statute of the country of the Officer's or Seaman's domicile. Where the Officer or Seaman is excluded from the provisions of any compensation shall nevertheless be paid according to the Act as if no such exclusion existed.

**(2) ILLNESS ARISING FROM EMPLOYMENT ON THE SHIP**

Full basic wages allowed for the period after discharge from the ship until rejoining the ship or until the date of return to the Home Port. Thereafter if still disabled half wages are payable for a further period of not exceeding six months. Medical expenses are allowed for the same period as wages in the previous paragraph. Compensation for death or permanent disability resulting from illness shall be paid according to the record for service with the same Owners the minimum payment being three months wages and the maximum six months wages.

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**BURIAL EXPENSES** resulting from injury or illness in the service of the ship shall, unless there is an additional liability according to the Statutes of the country of the Officer's or Seaman's domicile, be limited to the normal cost of the burial at the place of death in accordance with the status and religion of the deceased and this place includes the Home Port if death occurs after repatriation and is a consequence of injury or illness in the service of the ship.

**PROVISO**

Irrespective of the above limits for wages, medical expenses and compensation, as regards officers and crew members other than those engaged on Hong Kong Articles the liabilities according to the Statutes of the Officer's or Seaman's country of domicile shall so far as they are applicable be covered in full, but such cover in full is conditional upon the Association being informed by the Member of the nationality of the Officers and crew members at the time of the entry of the ship and of any subsequent changes in the nationality of the Officers and/or crew members being reported to the Association without delay and to the Member agreeing to pay such additional premiums as the Association may require for any additional risks.

**CONTRACTS OF EMPLOYMENT**

Articles or Contracts of Employment which afford benefits in excess of those provided by the law of the officer's or Seaman's country of domicile shall only be covered if the Association has been given prior notice of such Articles or contracts of Employment and the Member has agreed to pay any additional premiums required for additional risks.

**LOSS OF EFFECTS**

Loss of or damage to personal effects as a result of wreck, loss, stranding or abandonment of the vessel as a result of fire, flooding or collision (but excluding any loss from War Risk, seaman's own fault, by larceny, theft or misappropriation) - the compensation paid shall be as provided by the British Maritime Board Agreement in force at the date of loss.

**LOSS OR WRECK OF SHIP**

Basic wages shall be paid as Shipwreck Unemployment Indemnity during unemployment after discharge consequent upon the loss or wreck of a ship but for not exceeding a period of two months or if it is the Owners legal liability such other longer period as provided in the Laws or Collective Agreements of the country of the Officer's or Seaman's domicile.

**CLAIMS HANDLING**

Claims in respect of injury, loss of life, loss or damage to personal effects and for shipwreck unemployment indemnity shall be referred to the lawyers recommended by the Association at the place where the claim arises for approval before any liability is admitted and there shall be no right of reimbursement from the Association unless this proviso is complied with.

**SURVEY CLAUSE**

Surveys to be carried out in accordance with the classification society's rules. Classification society not to be changed without prior approval of the Association.

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**Loss payable clause**

The Association notes that Wing Lung Bank Ltd (the "Mortgagee") has taken an assignment of the insurance on the Vessel from Evergreen Star Hong Kong Limited (the "Owner") pursuant to an Insurance Assignment dated 30 March 2004, and the Association hereby agrees that:

"Payment of any recovery which the Owner is entitled to make out of the funds of the Association in respect of any liability, costs or expenses incurred by it shall be made to the Owner or to its order unless and until the Association receives notice from Wing Lung Bank Ltd (the "Mortgagee") that the Owner is in default under a first priority Hong Kong Ship Mortgage and a deed of covenants collateral thereto in favour of the Mortgagee, in

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which event all recoveries shall thereafter be paid to the Mortgagee or to its order, provided always that no liability whatsoever shall attach to the Association, its Managers or their agents for failure to comply with the latter obligation until after the expiry of two (2) clear business days from the receipt of such notice provided always that the insurer is free to make payments in discharge of any guarantee issued in favour of third parties and further to make payments directly to a third party in discharge of a claim against the Owner and/or the Association. The Mortgagee's rights against the insurer shall not exceed the rights of the Owner under their policy of insurance."

The Association undertakes:

- a) to inform you if the Association gives the Owner of the above ship notice under Rule 24 that its insurance in the Association in respect of the above ship is to cease at the end of the then current policy year;
- b) to give the Mortgagee fourteen (14) days' prior written notice of the Association's intention to cancel the insurance of the owner by reason of its failure to pay when due and demanded any sum due from it to the Association.

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**Duration of entry:**

This entry shall commence on 20 February 2006 and shall apply until the entry ceases or is terminated in accordance with the Rules or a new certificate of entry is issued.

Certificate no 170.830 is terminated as from 20 February 2006.

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Arendal, 22 February 2006

Gard AS

as agent only for Assuranceforeningen Gard – gjensidig



Knut Goderstad