

**Environmental Impact Screening Committee
Joint Secretariat – Inuvialuit Renewable Resource Committees**

Project Description

**Applicant: m/v Le Boreal – Compagnie du Ponant
c/o F.K. Warren Ltd.**

1. Title of Proposed Development

Compagnie du Ponant – L'BOREAL Cruise Ship Itinerary

2. Contact Name and Address

m/v L'BOREAL - Compagnie du Ponant
c/o F.K. Warren Ltd.
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PIC: Kate Smith, Vice President

3. Approvals – Regulatory and other Authorizations

Nunavut Tourism Outfitters License (pending)
Nunavut Extra-Territorial Corporation Registration
Nunavut Worker's Safety and Compensation Commission Exemption
Nunavut Impact Review Board and Nunavut Planning Commission (pending)
Qikiqtani Inuit Association Access to Inuit Owned Land License (pending)
Kitikmeot Inuit Association Access to Inuit Owned Land License (exemption pending)
Northwest Territories Tourism Operator License (pending)
Inuvialuit Land Administration Land Use Permit (pending)
Yukon Wilderness Tourism License (pending)
Yukon Extra-Territorial Corporation Registration (pending)
Yukon Workers' Compensation Health and Safety Board Temporary Status (pending)
Herschel Island Territorial Park Permit (pending outcome of EISC screening)

4. Summary of the Project Description

Compagnie du Ponant's French flagged small cruise vessel m/v L'BOREAL will be making the following Arctic cruise in 2022:

Tromso, Norway to Nome, Alaska from August 27, 2022 to September 25, 2022

During this cruise, the vessel will be stopping at locations in Nunavut, Northwest Territories and Yukon. These locations can be found on the vessel itinerary (Appendix A).

5. Summary of the Proposed Development

5.a. Overview

The purpose of this proposed development is the carriage of passengers and crew members to locations in Nunavut, the NWT and Yukon and to transit through the Northwest Passage. The Compagnie du Ponant cruise line is oriented around luxury expedition cruising, which is intended to provide a truly unique experience for passengers when compared to many traditional cruises. The characteristics of expedition cruises are smaller, intimate vessels with dedicated, professional and highly-skilled expedition teams. The itineraries are intended to expose passengers to landscapes, wildlife and culture that would not normally be available through traditional travel methods. The vessel carries a maximum of 264 passengers and 139 crew members. The passengers are predominately French nationals and the crew are a mix of French, Philippine, Indonesian and Mauritian nationalities.

The intention for the majority of calls is to either anchor or stop offshore and land passengers ashore using the vessel's Zodiacs. The vessel carries a fleet of 10 to 12 seat Zodiacs, which allow passengers to explore remote shores where there are no docking arrangements. They can nimbly cruise alongside coastlines, landscapes, ice formations and wildlife without disturbing the natural environment.

Once passengers are landed ashore, they will be able to explore the location they are visiting in small groups. They will be assisted by crew members who are trained guides and naturalists that will provide safety guidance and information on the environment. The information supplied is specific to each location and is made in an effort to afford protection and conservation of the locations visited. The utmost care will be taken to provide an informative and positive experience without disruptive consequences. Crew members will also be stationed to provide a Polar Bear watch for passenger safety. Any firearms these crew will carry will be properly documented with the Canadian Border Service Agency (CBSA).

Passenger and crew member involvement at the locations visited is meant for the purpose of personal interest and the activity undertaken will be confined to sightseeing only. No flora, fauna, soil, artifacts, remains or other material will be disturbed or collected. As well, no structures will be erected and no equipment or other debris will be left ashore. L'Boreal is a cruise vessel providing adventure tourism opportunities to its passengers and is not a research or education vessel.

5.b. Project Location

Ulukhktok, Northwest Territories

Smoking Hills, Northwest Territories

Franklin Bay, Northwest Territories

Herschel Island, Yukon

5.c. Schedule

The vessel is scheduled to arrive in Ulukhaktok on September 18, 2022 at approximately 1000 hrs. The vessel will remain off shore while passengers are ashore. The departure time is approximately 1800 hrs.

The vessel is scheduled to arrive from Franklin Bay, NWT and is scheduled to arrive off of Herschel Island at 1130Hrs LT on September 21, 2022. The vessel will remain off of Herschel Island while passengers visit ashore. The departure time is expected to be approximately 1500Hrs on September 21, 2022. The vessel will leave Herschel Island and depart Canadian waters for Point Barrow, Alaska, USA.

Enclosed is the complete itinerary for the vessel.

**** Note: The call to Herschel Island is subject to appropriate weather conditions. Should the weather conditions be unfavourable or unsafe, the vessel would by-pass the island and proceed to the next port of call. ****

5.d. Proposed Activities at Project Location

Ulukhaktok

- On the day prior to arrival passengers receive a briefing/lecture regarding the upcoming call to Ulukhaktok. They are educated on the environment, land and culture they will see.
- Crew dedicated to assist with landing as well as all expedition staff are briefed by the Expedition Leader about the landing.
- Upon arrival off Ulukhaktok, crew will launch zodiacs to bring passengers ashore in small groups. Passenger landing will be carefully coordinated to ensure there are no more than 90-100 people ashore at any given time.
- Passengers will have the opportunity to visit with local Inuit people, perhaps sample food, view local artwork, such as prints and carvings.
- Passengers will be monitored by Expedition staff, and will return to the vessel via zodiac.

Smoking Hills

- On the day prior to arrival, all passengers will receive a full briefing for the upcoming call to Smoking Hills.
- Crew dedicated to assist with zodiac cruising as well as all expedition staff are briefed by the Expedition Leader about the rules and regulations.
- Weather permitting a zodiac cruising will be conducted.
- Following the zodiac cruising they will be brought back to the cruise ship.

Herschel Island

- On the day prior to arrival, all passengers will receive a full briefing for the upcoming call to Herschel Island. Several documents are displayed and commented on, such as the Visitor Information Guide and culture and nature factsheets.
- Crew dedicated to assist with landing as well as all expedition staff are briefed by the Expedition Leader about the landing rules and regulations. This is supported by the Herschel Island Management Plan document available on board.
- Upon arrival off of Herschel Island, vessel will stop in Thetis Bay, 0.5 – 1 km south of Simpson Point.
- Vessel crew will launch the Zodiacs and proceed to the landing area (dock), which is approximately 150 metres from the nearest building and within the Pauline Cove settlement (the alternative landing area will be the surrounding beach area).
- Park Staff will be collected from the shore and brought back to the vessel.
- Park Staff will conduct a briefing on board, which will be directed towards ship staff, guides and lecturers along with interested visitors and will provide detailed information concerning the visit.
- The passengers going ashore will then be divided into small groups and will assemble for transit to shore by Zodiacs.
- One by one, each group of passengers will board the Zodiacs to proceed to the landing site.
- Landing of the passengers will be carefully coordinated to ensure there are no more than 90-100 passengers on shore at any given time.
- One by one on a rotational basis, each group will complete a walking tour of the buildings located in the Pauline Cove settlement and will be accompanied by ship and Park Staff.
- Once the tour is complete, they will proceed back to the landing area to board the Zodiac and return to the vessel.
- Park staff will act as wildlife monitors protecting the visitors in the historic zone. If they have time, they may offer guided nature/cultural walks but primarily their function is to monitor wildlife.
- Both the Inuvialuit and whalers grave sites, including the trail to the Whalers graves, are acknowledged as being off limits due to severe erosion.

5.e. List of Equipment to be Used

Equipment type and number:

- Zodiacs

Size:

- 10 and 12 seat

Proposed use:

- Transport passengers and crew between vessel and shore.

5.f. Fuel and Hazardous Material Use

Fuel:

- Gasoline

Number of containers and capacity of containers:

- Maximum of 2 containers per Zodiac, 35 litre to 70 litre capacity .

Total amount of fuel (in Litres):

- Maximum of 140 litres per Zodiac.

Proposed storage methods:

- Stored in internationally approved and certified containers.

5.g. Hazardous Materials and Chemicals

Used or generated onboard only:

- Gases, flammable liquids, flammable solids, organic peroxides, poisonous substances, corrosive substances, leachable wastes, pesticides, paints, oils, medical materials and chemicals, batteries and cooking oil.
- Hazardous materials and chemicals will be stored according to International marine regulations. Used or generated waste, hazardous waste and chemicals will be retained onboard until the vessel calls a port where suitable discharge facilities are available.

5.h. Proposed Spill Prevention Plan

All fuel will be contained in internationally approved and certified containers. Fuel transfers will only take place onboard and not on land or over water. All hazardous material or chemicals will be used or generated onboard and retained onboard. Appropriate spill kits are maintained on the vessel.

5.i. Water Usage

Vessel will consume onboard supply of fresh water and will only intake seawater to provide potable water for onboard consumption when necessary. Vessel will only intake seawater when necessary. Retrieval location will depend upon location of vessel when intake required.

5.j. Waste Disposal and Treatment Methods

Types of waste:

- Black water (sewage)
- Grey water
- Bilge water

Projected amount generated:

- Generated amount will vary daily.

Method of disposal:

- Retained onboard until the vessel calls a port where suitable discharge facilities are available.

Additional treatment procedures:

- Vessel has the most advanced waste water and waste management system. No waste or waste water is discharged at sea.

Other types of waste:

- Combustible wastes
- Non-Combustible wastes
- Overburden (organic soil, waste material, tailings)
- Hazardous waste

Method of disposal:

- Retained onboard until the vessel calls a port where suitable discharge facilities are available.

Additional treatment procedures:

- Vessel has the most advanced waste water and waste management system. No waste or waste water is discharged at sea.

5.k. Proposed Waste Management Plan

Vessel employs the latest environmental practices and technology which conform to the "Clean" ship standard (meets or exceeds all IMO, EPA and IAATO/AECO operating standards).

6. Developer's Commitments

Compagnie du Ponant is extremely diligent in ensuring that the integrity of all locations visited is maintained and properly protected from any potential damage associated with visiting passengers and crew. They also make every effort to ensure that no trace of their visit is left behind. The cruise line's policy is minor transitory impact. Nothing will be brought ashore or left behind. This includes flora, rocks, feathers, bones, etc. Passengers receive daily briefings on the locations they will be visiting and are always in the company of the expedition team when ashore. The expedition team are highly skilled and experienced specialists who closely oversee the movement and conduct of passengers while in the Zodiacs and on shore.

The cruise line is accomplished in organizing cruise in the Antarctic, White Sea, Arctic and Greenland for more than 17 years and is very sensitive to the unique attention required to the environmental areas the vessel travels within.

7. Technology

Compagnie du Ponant has some of the most modern vessels, employing the latest technology and adhering to the most stringent international standards.

Reducing environmental impact is a major priority for the cruise line; from the carefully selected itineraries, to using eco-friendly hull coatings, to respecting local people and raising awareness among passengers and crew. L'BOREAL currently employs the following eco-friendly features:

- Dynamic positioning, so there is no need to drop anchor thereby protecting the seabed
- Optical underwater detection system to avoid collisions with whales and other sea life
- Electric propulsion system: quiet and economic
- Diesel engines using MDO (Marine Diesel Oil): lighter and less polluting
- Waste and sewage treatment on board
- Low energy bulbs for lighting
- Reduced exhaust emissions, etc.

Compagnie du Ponant is itself a member of La Charte Bleue d'Armateurs de France, requiring ship owners to protect marine and coastal environments. It also belongs to the International Association of Antarctic Tour Operators, IAATO, which is committed to responsible behaviour in safeguarding flora and fauna.

Compagnie du Ponant has been the first ever cruise line to have their vessels receive the "CLEANSHIP" certification issued by international classification organization Bureau Veritas (BV).

L'BOREAL is also equipped with a GMDSS emergency communication system and a satellite weather system, receiving real-time satellite images of weather and ice conditions in the area. The vessel is equipped with sonar in order to avoid any potential undersea dangers. It also employs the latest environmental practices and technology which conform to the "CLEANSHIP" standard (meets or exceeds all IMO, EPA and IAATO/AECO operating standards). The vessel's Zodiacs feature fuel-efficient motors that comply with all environmental protection standards and each Zodiac is equipped with radio GPS for constant communications between the vessel and Zodiacs.

There will be a Captain and Ice Advisor onboard the vessel, both with several years of Polar navigation experience. They have previous experience with a full Northwest Passage transit and are familiar with the area and the unique requirements for sailing within arctic waters. The vessel's other officers have also previously sailed in Polar Regions for several years and are well aware of the sensitive environments they are cruising within.

8. Alternatives

Compagnie du Ponant has chosen the inclusion of the Herschel Island on their Northwest Passage (Kangerlussuaq, Greenland to Nome, Alaska, USA) itinerary to allow its passengers to discover and experience the unique and diverse history and nature of the island. The visit is one of the highlights of the expedition voyage and is a true shared learning experience for the passengers. It also allows passengers to meet with Park staff who are from nearby communities and thus allows for an international and intercultural exchange. This opportunity would be lost if the vessel was not able to visit the island.

The alternative would be to bypass the island and proceed directly from Franklin Bay, NWT to Point Barrow, Alaska, USA. Other potential locations to visit in the Yukon North Slope would not offer the same experience as that which can be found at Herschel Island.

9. Description of the Biophysical Environment

Ulukhaktok is a small hamlet an inlet on the west coast of Victoria Island, Northwest Territories. The area surrounding Ulukhaktok is backed by bluffs from which copper and slate were traditionally mined.

Smoking Hills consist of burning cretaceous sediment rocks behind a narrow beach. There will be only a zodiac drive in app. 100 m distance along the shore. At the waterline of the beach occurs no flora and fauna. Also the smoking hills themselves are free of flora of fauna due to smoke and gasses.

Herschel Island is approximately 15 km by 8 km with area of approximately 116 square km and a height from sea level of approximately 182 m. There is no bedrock subsurface to the island, which leads to significant coastal erosion due to underlying permafrost. The topsoil layer of the island tends to lift and fall down the hillsides from the effects of frost creep.

The island is situated in the Yukon Coastal Plain Ecoregion. This ecoregion is covered by typical arctic tundra. The island itself features level and gently sloping hills, vegetated by cotton grass, ground shrubs and wildflowers. Vetches, louseworts, arctic lupines, arnicas, and forget-me-nots can all be found during the growing season.

The Mackenzie River flows into the Beaufort Sea southeast of the island making the waters around it popular for fish and marine mammals. Arctic Cod, Arctic Char, Pacific Herring and Arctic Flounder are all found in this area. Bowhead Whales, Beluga Whales and Ringed Seals often visit the waters around the island along with the occasional polar bear.

Small herds of Caribou sometimes frequent the island during the summer months along with Muskox and Grizzly Bears. Lemmings, Tundra Voles and Arctic Shrews are common and Red Fox and Arctic Fox are known to den on the island.

There are a number of bird species which inhabit Herschel Island. There is a large colony of Black Guillemots along with Arctic Terns, American Golden Plovers, and Red-necked Phalaropes. Other birds that tend to breed on the island include the Common Eider, Rough-legged Hawk, Snow Bunting, Lapland Bunting, and Redpoll.

L'BOREAL will be calling Herschel Island in September, which is at the end of the growing season for most flora. Many fauna will also not be present on the island at this time and it is normally the end of the migration season for many birds. The visit of the vessel is not expected to negatively impact the distinct physical features of the island or compromise the important ecological environment of the various species that inhabit it.

10. Traditional and Other Land Uses/Potentially Affected Communities

The Community Conservation Plans (CCPs) have been reviewed and the harvesting activities which will take place in each community during the voyage have been noted. Additionally, the Tourism Guidelines in each CCP have been reviewed, and will be adhered to. The CCP's will be made available to the bridge team and expedition staff.

Herschel Island is well known for being a historically significant and culturally sensitive place. It has been a traditional Inuvialuit base for hunting, sealing and whaling for hundreds of years. Evidence of this is contained in numerous archeological sites on the island. The original whaling and trading buildings of the Pauline Cove settlement are important historical landmarks, demonstrating a portion of the populated history of the island. The island is still used seasonally by the Inuvialuit for hunting, fishing and camping. The island has also become a valuable location for beneficial arctic research and various forms of eco-tourism.

The island is a Territorial Park as created by the Yukon Government under the Inuvialuit Final Agreement (IFA). The stewardship of the island's natural and historic resources are a shared responsibility of the Inuvialuit and Yukon Government and are considered vital assets.

The significance of the island is evident by the placement of the Herschel Island Territorial Park, Ivvavik National Park and Vuntut National Park on the tentative list to become Canada's next UNESCO World Heritage Site in both the cultural and natural categories.

The visit of L'BOREAL is not expected to interfere with or jeopardize the current land uses for Herschel Island.

No Inuvialuit communities should be directly affected by the visit.

11. Community, Co-Management, Inuvialuit Organizations and Government Engagement and Consultation

Notification of the vessel's itinerary was distributed to various organizations and government departments including the following:

- Canada Border Services Agency
- Transport Canada

- Environment Canada
- Canadian Coast Guard
- Department of Fisheries and Oceans
- Citizenship and Immigration Canada
- Government of Nunavut
- Government of Northwest Territories
- Government of Yukon
- Nunavut Impact Review Board
- Nunavut Planning Commission
- Qikiqtani Inuit Association
- Kitikmeot Inuit Association
- Inuvialuit Land Administration (including all affected organizations)
- Nunavut Tourism
- Shipping Federation of Canada
- Hunter and Trapper Committees – Sachs Harbour, Ulukhaktok, Paulatuk, Aklavik, Tuktoyaktuk, and Inuvik

12. Analysis of Potential Significant Negative Environmental Impacts

The vessel will be transiting through wildlife habitats and passengers and crew will be landing ashore in areas where wildlife may be present. Passengers and crew will also be visiting areas where delicate tundra flora and vegetation are found. This activity could be indirectly disruptive to certain animal and plant species. The Species at Risk found within proposed project area:

- American Black Bear
- American Coot
- Baikal Sedge
- Bald Eagle
- Bank Swallow
- Barn Swallow
- Bering Cisco
- Boreal Owl
- Buff-breasted Sandpiper
- Bull Trout
- Canada Lynx
- Canada Warbler
- Caribou
- Caribou
- Collared Pika
- Columbia Spotted Frog
- Common Loon
- Common Nighthawk
- Dolly Varden
- Double-crested Cormorant
- Dune Tachinid Fly
- Eskimo Curlew
- Golden Eagle

- Great Grey Owl
- Grizzly Bear
- Gypsy Cuckoo Bumble Bee
- Gyrfalcon
- Horned Grebe
- Little Brown Myotis
- Merlin
- Narrow-leaved Wallflower
- Northern Goshawk atricapillus subspecies
- Northern Grey Wolf
- Northern Harrier
- Northern Hawk Owl
- Northern Mock Goldenweed
- Northern Myotis
- Olive-sided Flycatcher
- Peregrine Falcon anatum/tundrius
- Peregrine Falcon tundrius subspecies
- Polar Bear
- Red Knot roselaari type
- Red-necked Grebe
- Red-tailed Hawk
- Rough-legged Hawk
- Rusty Blackbird
- Sharp-shinned Hawk
- Short-eared Owl
- Snowy Owl
- Spiked Saxifrage
- Spoonhead Sculpin
- Squanga Whitefish
- Trumpeter Swan
- Western Bumble Bee mckayi subspecies
- Western Toad
- Western Toad
- Wolverine
- Wood Bison
- Wood's Sagebrush
- Woodland caribou
- Yellow-billed Loon
- Yukon Aster
- Yukon Draba Wolverine

Compagnie du Ponant also fully recognizes that Herschel Island is subject to increased erosion due to the effects of climate change. The addition of visiting passenger foot traffic has to be carefully incorporated and managed to ensure that it does not directly or indirectly contribute to this erosion.

13. Cumulative Environmental Impacts

The relatively short duration of the vessel's visit to Herschel Island combined with the cruise line's policy of minor impact, are not expected to have any cumulative environmental impacts. All necessary measures will be taken to avoid any long term damage to the island.

14. Proposed Mitigation Measures to Address Potential Impacts

As previously mentioned, the Community Conservation Plans (CCPs) have been reviewed and the harvesting activities which will take place during the voyage (Aug 31-Sept 15, 2022) have been noted for each affected community. Additionally, the Tourism Guidelines in each CCP have been reviewed, and will be adhered to. The CCP's will be made available to the bridge team and expedition staff.

Direct contact and interaction with wildlife will be avoided. All activities the vessel, passengers and crew engage in will be environmentally conscious and intended for the purpose of sightseeing only. No manmade structures or materials will be left in wildlife areas.

The vessel and zodiacs will survey the area for marine mammals to avoid disturbing them. If marine mammals are encountered, and remain in the area, vessel will make every effort to avoid disturbing the animals by rerouting, slowly navigating around their location at a reduced speed and maintaining distance. The vessel will not accelerate within 400m of the marine mammals. The marine mammals will not be approached closer than 100m at any time.

Crew members who are trained and certified naturalists will provide safety guidance and information on the environment to the passengers and other crew. The information provided is specific to each location and is made in an effort to afford protection and conservation by minimizing any potential damage or disruption that could occur.

The vessel's time of year to call Herschel Island will also assist in mitigating environmental impacts. Since it will be September, it will be at the end of the growing season for most flora. Many fauna will also not be present on the island at this time and it is normally the end of the migration season for many birds.

All waste, waste water and waste oil generated will be retained onboard until a port with suitable discharge facilities is available and the vessel will only intake seawater for desalination in order to provide potable water for onboard consumption.

The vessel will also post the following documents on board for review by passengers before proceeding ashore:

- A Guide to Herschel Island - Qikiqtaruk Territorial Park & Map
- Herschel Island-Qikiqtaruk Park Management Plan
- Herschel Island-Qikiqtaruk Park Visitor Guidelines
- Birds of Herschel Island
- Flora of Herschel Island

The vessel will abide by the Canada Shipping Act, the Arctic Waters Pollution Prevention Act and the Marine Liability Act.

The vessel will adhere to the Ballast Water Control and Management Regulations.

15. Clean-Up, Reclamation, Disposal and/or Decommissioning Plans

Due to the nature of the visit to Herschel Island and the cruise line's policy of minor impact; no usage, contamination, damage or destruction that requires the necessity for clean-up, reclamation, disposal and/or decommissioning plans is expected.

16. Other Environmental Assessments

As in previous years, environmental assessments will be completed by the Nunavut Impact Review Board and Nunavut Planning Commission in conjunction with the Canadian Wildlife Service Permit to Conduct Activities in a National Wildlife Area and a Migratory Bird Sanctuary. No assessments specific to the call to Herschel Island were completed.

The planned itinerary for the vessel was reviewed by Department of Fisheries and Oceans (DFO) and has been identified as a project where a Fisheries Act authorization is not required given that serious harm to fish can be avoided by following standard measures. Proposals in this category are not considered to need an authorization from the Program under the Fisheries Act in order to proceed.

17. Visual Information

Enclosed are maps showing the vessel's itinerary through the Northwest Passage with the various stops indicated (Appendix B) as well as a map of Herschel Island showing the general stopping location for the vessel in Thetis Bay (Appendix C).

Also enclosed are pictures (Appendix D) from the visit of LE SOLEAL's visit Herschel Island in 2013. The activities documented in these pictures will be very similar to those undertaken during the Le Boreal's visit in 2022, pending approval of this Project Description by the EISC.

It should be noted in the pictures that the area passengers will be visiting is largely confined to the area around the Pauline Cove settlement. Park and ship's staff are posted at strategic points to welcome the passengers, provide information and answer any questions they may have about buildings, sites or the island itself. It should also be noted that a significant distance is maintained from the historic and religious sites, which are located inside the restricted area.

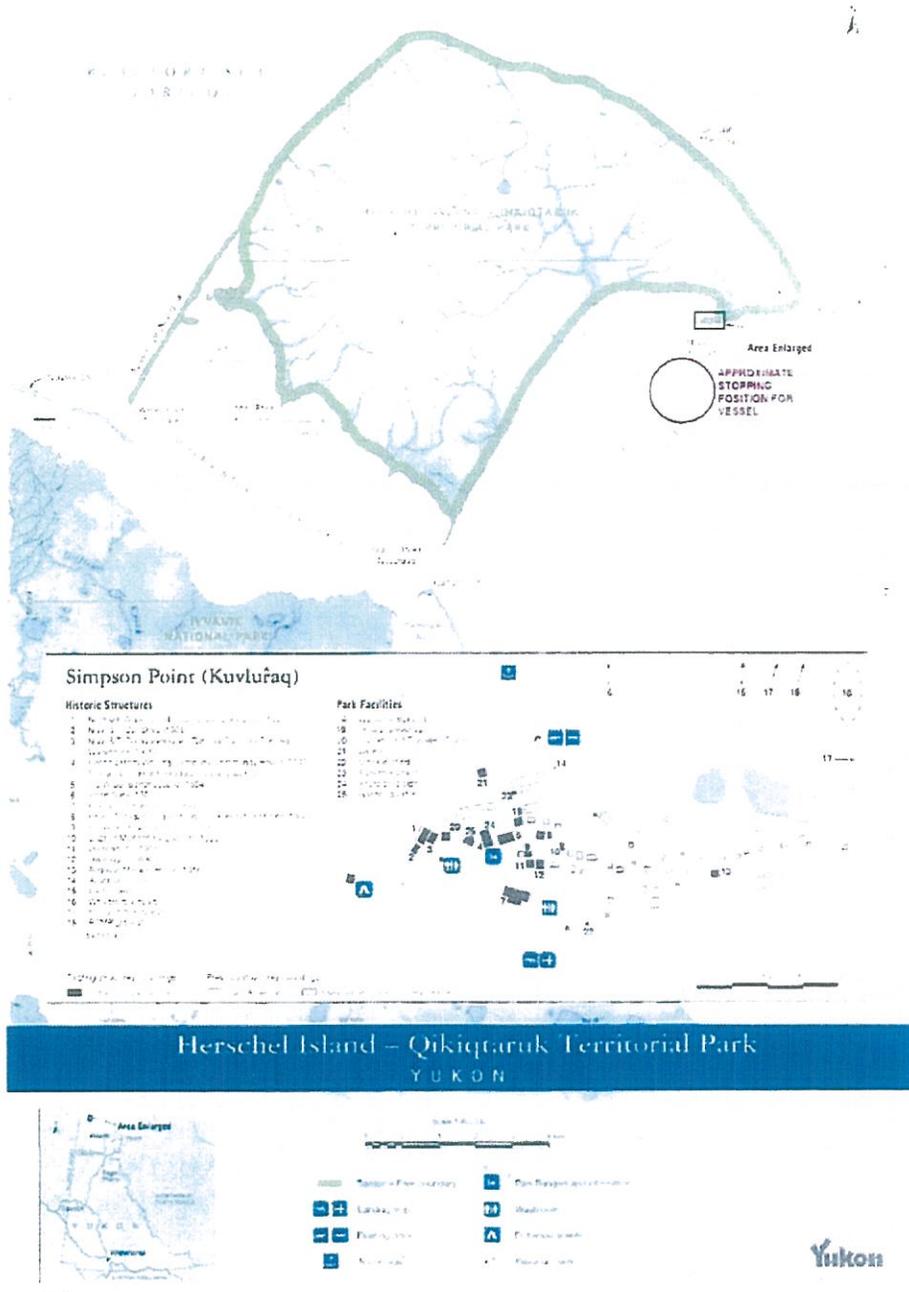
18. Additional Information

Enclosed with this Project Description are the following vessel certificates (Appendix E):

- Protection and Indemnity Insurance
- International Oil Pollution and Prevention Certificate
- Passenger Ship Safety Certificate
- Certification of Class

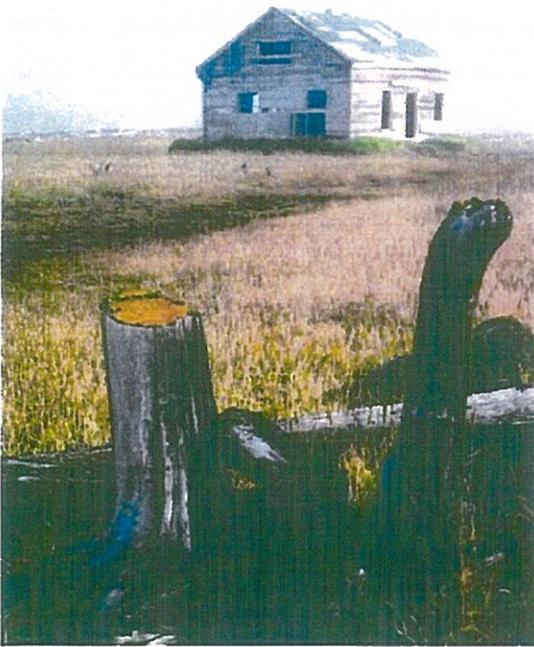
Brand	Ship	Cruise Number	Day	Date	Day	Official/City/Name	ETA	ETD	Country
P	Le Boréal	B270822	1	2022-08-27	sam	Tromso	2022-08-27 6:00	2022-08-27 18:00	Norway
P	Le Boréal	B270822	2	2022-08-28	dim	At sea			At Sea
P	Le Boréal	B270822	3	2022-08-29	lun	At sea			At Sea
P	Le Boréal	B270822	4	2022-08-30	mar	At sea			At Sea
P	Le Boréal	B270822	5	2022-08-31	mer	Heimaey, Vestmannaeyjar	2022-08-31 8:00	2022-08-31 18:00	Iceland
P	Le Boréal	B270822	6	2022-09-01	jeu	At sea			At Sea
P	Le Boréal	B270822	7	2022-09-02	ven	At sea			At Sea
P	Le Boréal	B270822	8	2022-09-03	sam	Prins Christian Sund	2022-09-03 8:00	2022-09-03 18:00	Greenland
P	Le Boréal	B270822	8	2022-09-03	sam	Augliatok	2022-09-03 8:00	2022-09-03 18:00	Greenland
P	Le Boréal	B270822	9	2022-09-04	dim	Narsaq	2022-09-04 6:00	2022-09-04 12:00	Greenland
P	Le Boréal	B270822	10	2022-09-05	lun	Nuuk	2022-09-05 14:00	2022-09-05 20:00	Greenland
P	Le Boréal	B270822	11	2022-09-06	mar	Sisimitut	2022-09-06 12:00	2022-09-06 18:00	Greenland
P	Le Boréal	B270822	12	2022-09-07	mer	Illissat	2022-09-07 9:00	2022-09-07 18:00	Greenland
P	Le Boréal	B270822	13	2022-09-08	jeu	Eqip Sermia	2022-09-08 7:00	2022-09-08 13:00	Greenland
P	Le Boréal	B270822	14	2022-09-09	ven	Upernavik Fjord	2022-09-09 11:00	2022-09-09 18:00	Greenland
P	Le Boréal	B270822	15	2022-09-10	sam	Kullorsuaq	2022-09-10 8:00	2022-09-10 18:00	Greenland
P	Le Boréal	B270822	16	2022-09-11	dim	Savissivik	2022-09-11 7:00	2022-09-11 12:00	Greenland
P	Le Boréal	B270822	17	2022-09-12	lun	Pond Inlet, Nunavut	2022-09-12 11:00	2022-09-12 16:00	Canada
P	Le Boréal	B270822	18	2022-09-13	mar	Beechey Island, Nunavut	2022-09-13 13:00	2022-09-13 19:00	Canada
P	Le Boréal	B270822	19	2022-09-14	mer	Fury Beach, Nunavut	2022-09-14 8:00	2022-09-14 18:00	Canada
P	Le Boréal	B270822	20	2022-09-15	jeu	Fort Ross, Nunavut	2022-09-15 7:00	2022-09-15 11:30	Canada
P	Le Boréal	B270822	20	2022-09-15	jeu	Ballot Strait	2022-09-15 14:00	2022-09-15 19:00	Canada
P	Le Boréal	B270822	21	2022-09-16	ven	At sea			At Sea
P	Le Boréal	B270822	22	2022-09-17	sam	Edinburgh Island, Nunavut	2022-09-17 7:00	2022-09-17 15:00	Canada
P	Le Boréal	B270822	23	2022-09-18	dim	Holman -Ulukhaktok-	2022-09-18 10:00	2022-09-18 18:00	Canada
P	Le Boréal	B270822	24	2022-09-19	lun	Smoking Hills	2022-09-19 10:00	2022-09-19 20:00	Canada
P	Le Boréal	B270822	25	2022-09-20	mar	Franklin Bay	2022-09-20 6:00	2022-09-20 11:00	Canada
P	Le Boréal	B270822	26	2022-09-21	mer	Herschel Island	2022-09-21 11:30	2022-09-21 15:00	Canada
P	Le Boréal	B270822	27	2022-09-22	jeu	At sea			At Sea
P	Le Boréal	B270822	27	2022-09-22	jeu	Point Barrow, Alaska	2022-09-22 19:30	2022-09-22 22:00	United States
P	Le Boréal	B270822	28	2022-09-23	ven	At sea			At Sea
P	Le Boréal	B270822	29	2022-09-24	sam	At sea			At Sea

Appendix C



Appendix D









**BUREAU
VERITAS**

CERTIFICATE OF CLASSIFICATION
INTERNATIONAL CLASSIFICATION SOCIETY
CERTIFICADO DE CLASIFICACION

Nr BNA0/DIL/20200102164321

LE BOREAL

Ship's Name / Nombre del Buque

FRANCE

Flag / Bandera

SAS CAROLINE 50

Owners / Armador

10917T

Register Nr / N° de Registro

MATA-UTU

Port of Registry / Puerto de matrícula

This is to certify that the above named ship has been entered in the Bureau Veritas Register Book with the following classification symbols and notations / *El abajo firmante certifica que este buque ha sido inscrito en el Libro Registro de Bureau Veritas con los símbolos de clasificación y menciones*

I ✕ HULL ✕ MACH

Passenger ship

Unrestricted navigation

COMF-NOISE 1 , COMF-VIB 1 , ✕ VeriSTAR-HULL , ✕ AUT-UMS

✕ AUT-PORT , MON-SHAFT , CLEANSHIP , ICE CLASS IC

✕ ALP , ✕ ALM

This certificate is issued within the scope of Bureau Veritas Marine & Offshore General Conditions.
Este certificado esta expedido de acuerdo con las Condiciones Generales de Bureau Veritas Marine & Offshore.

At/Expedido en **Ushuaia**

on/el **8 January 2020**

Limit date of validity / Fecha límite de validez

22 February 2025

The hull of the ship is surveyed under: normal survey system

La estructura del buque esta sujeta al sistema de inspeccion: normal

The machinery of the ship is surveyed under: PMS survey system

La maquinaria del buque esta sujeta al sistema de inspeccion: mantenimiento planificado (PMS)

Diego I. Lloret

By Order of the Secretary / Por Orden del Secretario

Signature and stamp / Firma y sello



Conditions and endorsements overleaf.

Any person not a party to the contract pursuant to which this certificate is delivered may not assert a claim against Bureau Veritas Marine & Offshore SAS for any liability arising out of errors or omissions which may be contained in said certificate, or for errors of judgement, fault or negligence committed by personnel of the Society or of its agents in the establishment or issuance of this certificate, and in connection with any activities which it may provide for.

LE BOREAL

Name of Ship / Nombre del Buque

10917T

Register Nr / N° de Registro

ENDORSEMENT FOR ANNUAL AND INTERMEDIATE SURVEYS
REFRENDO DE LOS RECONOCIMIENTOS ANUAL E INTERMEDIO

The endorsements refer to the completion of periodical surveys only.
Los refrendos se refieren al cumplimiento de los reconocimientos periódicos únicamente.

Annual survey / *Visita anual* 1
(from/de 22-nov-2020 to/a 22-may-2021)

Completed at / *Lugar* : *Papeete*

on / *el* : *03/05/2021*

by / *por* : *N. RECEVEUR*

Name, Signature and stamp / Nombre, Firma y sello



Annual survey / *Visita anual* 2
(from/de 22-nov-2021 to/a 22-may-2022)

Completed at / *Lugar* :

on / *el* :

by / *por* :

Name, Signature and stamp / Nombre, Firma y sello

Intermediate survey / *Visita intermedia*
(from/de 22-nov-2021 to/a 22-may-2023)

Completed at / *Lugar* :

on / *el* :

by / *por* :

Name, Signature and stamp / Nombre, Firma y sello

Annual survey / *Visita anual* 3
(from/de 22-nov-2022 to/a 22-may-2023)

Completed at / *Lugar* :

on / *el* :

by / *por* :

Name, Signature and stamp / Nombre, Firma y sello

Annual survey / *Visita anual* 4
(from/de 22-nov-2023 to/a 22-may-2024)

Completed at / *Lugar* :

on / *el* :

by / *por* :

Name, Signature and stamp / Nombre, Firma y sello

Conditions of validity / *Condiciones de validez* :

1. This certificate remains the property of Bureau Veritas Marine & Offshore SAS ("the Society")/ *Este certificado es propiedad de Bureau Veritas Marine & Offshore SAS ("la Sociedad")* .
2. This certificate cannot be used in connection with the sale of ship without permission of the Society.
Este certificado no puede ser utilizado en caso de venta de buque sin autorización de la Sociedad.
3. The validity of the assigned class is conditioned upon due compliance with the requirements of chapter 2 of the Rules regarding notably adequate maintenance and operation of the ship and declaration of defects to the Society.
La validez de la clase asignada está condicionada al cumplimiento de los requerimientos de capítulo 2 de las Reglas relativos principalmente al mantenimiento y operación adecuados del buque y a la comunicación de las averías a la Sociedad.
4. The latest published Rules of Bureau Veritas Marine & Offshore and the Bureau Veritas Marine & Offshore General Conditions are applicable.
La última edición de las Reglas de Bureau Veritas Marine & Offshore así como las Condiciones Generales de Bureau Veritas Marine & Offshore son aplicables.

Certificat N° : SAMPF-53-21

CERTIFICAT DE SÉCURITÉ POUR NAVIRE A PASSAGERS
PASSENGER SHIP SAFETY CERTIFICATE

Le présent Certificat doit être complété d'une Fiche d'Équipement (Modèle P) N° : MA/2020/023
This Certificate shall be supplemented by a Record of Equipment (Form P)

Pour / For un / a ¹ Voyage international / *International voyage*

Délivré en vertu des dispositions de la CONVENTION INTERNATIONALE DE 1974 POUR LA SAUVEGARDE
DE LA VIE HUMAINE EN MER, telle que modifiée par le Protocole de 1988 y relatif,
*Issued under the provisions of the INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974, as modified by
the Protocol of 1988 relating thereto.*

sous l'autorité du GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE
under the authority of the French Government

Par / By : Service des affaires maritimes de Polynésie française / *Maritime affairs office in french Polynesia*

CARACTÉRISTIQUES DU NAVIRE / PARTICULARS OF SHIP

Nom du navire / <i>Name of ship</i>	LE BOREAL
Numéro ou lettres distinctifs / <i>Distinctive number or letters</i>	FLSY
Port d'immatriculation / <i>Port of registry</i>	MATA UTU I-82
Jauge brute / <i>Gross tonnage</i>	10944
Zones océaniques dans lesquelles le navire est autorisé à naviguer (règle IV/2) / <i>Sea areas in which ship is certified to operate (regulation IV/2)</i>	A1 + A2 + A3 + A4
Numéro OMI / <i>IMO Number</i> ²	9502506

Date de construction / *Date of build* :

Date du contrat de construction / <i>Date of building contract</i>	07/03/2008
Date à laquelle la quille a été posée ou à laquelle la construction du navire se trouvait à un stade équivalent / <i>Date on which keel was laid or ship was at similar stage of construction</i>	22 April 2009
Date de livraison / <i>Date of delivery</i>	27 April 2010
Date à laquelle des travaux de conversion ou de transformation ou modification d'une importance majeure ont commencé (le cas échéant) / <i>Date on which work for a conversion or an alteration or modification of a major character was commenced (where applicable)</i>	

Toutes les dates applicables doivent être indiquées. / *All applicable dates shall be completed.*

¹ Sélectionner la mention pertinente / *Select as appropriate*

² Conformément au Système de numéros OMI d'identification des navires, que l'Organisation a adopté par la résolution A.600 (15) / *In accordance with IMO ship identification number scheme adopted by the Organization by resolution A.600 (15)*

IL EST CERTIFIÉ / THIS IS TO CERTIFY :

1 Que le navire a été visité conformément aux prescriptions de la règle I/7 de la Convention. / *That the ship has been surveyed in accordance with the requirements of regulation I/7 of the Convention.*

2 Qu'à la suite de cette visite, il a été constaté / *That the survey showed that :*

2.1 que le navire satisfaisait aux prescriptions de la Convention en ce qui concerne / *the ship complied with the requirements of the Convention as regards :*

- .1 la structure, les machines principales et auxiliaires, les chaudières et autres récipients sous pression / *the structure, main and auxiliary machinery, boilers and other pressure vessels ;*
- .2 les dispositions et les détails relatifs au compartimentage étanche à l'eau / *the watertight subdivision arrangements and details ;*
- .3 les lignes de charge de compartimentage suivantes / *the following subdivision load lines ;*

Lignes de charge de compartimentage déterminées et marquées sur la muraille au milieu du navire (règle II-1/18) ¹⁾ / <i>Subdivision load lines assigned and marked on the ship's side at amidships (regulation II-1/18)¹⁾</i>	Franc-Bord / <i>Freeboard</i>	A utiliser quand les espaces affectés aux passagers comprennent les volumes suivants pouvant être occupés soit par des passagers, soit par des marchandises / <i>To apply when the spaces in which passengers are carried include the following alternative spaces</i>
P1 1	1805	
P2 1		
P3 1		

2.2 que le navire satisfaisait aux prescriptions de la partie G du chapitre II-1 de la Convention en ce qui concerne l'utilisation de _____ sans objet _____ en tant que combustible / *the ship complied with the requirements of Part G of Chapter II-1 of the Convention with respect to the use of _____ not applicable as fuel*

2.3 que le navire satisfaisait aux prescriptions de la Convention en ce qui concerne les mesures prises à la construction en vue de la protection contre l'incendie, les systèmes et les dispositifs de protection contre l'incendie et les plans de lutte contre l'incendie / *the ship complied with the requirements of the Convention as regards structural fire protection, fire safety systems and appliances and fire control plans ;*

2.4 que les engins de sauvetage et l'armement des embarcations de sauvetage, des radeaux de sauvetage et des canots de secours satisfaisaient aux prescriptions de la Convention / *The life-saving appliances and the equipment of the lifeboats, liferafts and rescue boats were provided in accordance with the requirements of the Convention ;*

2.5 que le navire était pourvu d'un appareil lance-amarre et d'installations radioélectriques utilisées dans les engins de sauvetage conformément aux prescriptions de la Convention / *the ship was provided with a line-throwing appliance and radio installations used in life-saving appliance in accordance with the requirements of the Convention ;*

2.6 que le navire satisfaisait aux prescriptions de la Convention en ce qui concerne les installations radioélectriques / *the ship complied with the requirements of the Convention as regards radio installations ;*

2.7 que le fonctionnement des installations radioélectriques utilisées dans les engins de sauvetage satisfaisait aux prescriptions de la Convention / *the functioning of the radio installations used in life-saving appliances complied with the requirements of the Convention ;*

2.8 que le navire satisfaisait aux prescriptions de la Convention en ce qui concerne le matériel de navigation de bord, les moyens d'embarquement des pilotes et les publications nautiques / *the ship complied with the requirements of the Convention as regards shipborne navigational equipment, means of embarkation for pilots and nautical publications ;*

2.9 que le navire était pourvu de feux, de marques, de moyens de signalisation sonore et de signaux de détresse, conformément aux prescriptions de la Convention et du Règlement international pour prévenir les abordages en mer en vigueur / *the ship was provided with lights, shapes, means of making sound signals and distress signals, in accordance with the requirements of the Convention and the international Regulations for Preventing Collisions at Sea in force ;*

¹⁾ Dans le cas des navires construits avant le 1er janvier 2009, il convient d'utiliser la marque de compartimentage applicable "C.1, C.2 et C.3". / *For ships constructed before 1 January 2009, the applicable subdivision notation "C.1, C.2 and C.3" should be used.*

1 Sélectionner la mention pertinente en fonction de la date de construction / *Select as appropriate according date of build*

0091015

2.10 que le navire satisfaisait à tous autres égards aux prescriptions pertinentes de la Convention. /
In all other respects the ship complied with the relevant requirements of the Convention.

2.11 que le navire n'a pas fait l'objet d'autres conceptions et dispositifs en application de la (des)
règle(s) II-2/17 de la Convention ;
*the ship was not subjected to an alternative design and arrangements in pursuance of regulation(s)
II-2/17 of the Convention;*

2.12 qu'un document d'approbation d'une autre conception ou d'un autre dispositif pour

- les machines et les installations électriques

- la protection contre l'incendie

- les engins et dispositifs de sauvetage

n'est pas joint au présent Certificat. / *a Document of approval of alternative design and arrangements for*

- *machinery and electrical installations*

- *fire protection*

- *life-saving appliances and arrangements*

is not appended to this Certificate.

3 Qu'un certificat d'exemption n'a pas été délivré. / *That an Exemption Certificate has not been issued.*

Le présent certificat est valable jusqu'au : **19 May 2022**
This certificate is valid until : 2022-05-19

Date d'achèvement de la visite sur la base de laquelle le présent certificat est délivré (jj/mm/aaaa) / *Completion date
of survey on which this certificate is based (dd/mm/yyyy) : 18/05/2021*

Lieu / *Issued at* : Papeete

Date : **20/05/2021**
Date of issue :

Rémi OULLIOT
Inspecteur de la sécurité des navires
et de la prévention des risques
professionnels maritimes

Signature de l'agent autorisé / *Signature of authorized official*



0091016

**Visa de prorogation du certificat après achèvement de la visite de renouvellement
et en cas d'application de la règle I/14(d)**
Endorsement where the renewal survey has been completed and regulation I/14(d) applies

Le navire satisfait aux prescriptions pertinentes de la Convention, et le présent certificat, conformément à la règle I/14(d) de la Convention est accepté comme valable jusqu'au :
The ship complies with the relevant requirements of the Convention, and this certificate shall, in accordance with regulation I/14(d) of the Convention, be accepted as valid until :

Lieu / *Issued at* :

Date :

Date of issue :

Signature de l'agent autorisé / *Signature of authorized official*:

Cachet ou tampon de
l'autorité qui délivre le
certificat
*Seal or stamp of
issuing authority*

**Visa de prorogation de la validité du certificat jusqu'à ce que le navire arrive dans le port de visite
ou pour une période de grâce en cas d'application de la règle I/14(e) ou I/14 (f)**
*Endorsement to extend the validity of the certificate until reaching the port of survey
or for a period of grace where regulation I/14(e) or I/14(f) applies*

Le présent certificat, conformément à la règle ¹ de la Convention est accepté comme valable jusqu'au :
This certificate shall, in accordance with regulation ¹ of the Convention, be accepted as valid until :

Lieu / *Issued at* :

Date :

Date of issue :

Signature de l'agent autorisé / *Signature of authorized official*:

Cachet ou tampon de
l'autorité qui délivre le
certificat
*Seal or stamp of
issuing authority*

¹ Sélectionner la mention pertinente / *Select as appropriate*



Certificat N° : MA/2020/225
Fiche N° : MA/2020/226

**CERTIFICAT INTERNATIONAL DE PRÉVENTION DE LA POLLUTION
PAR LES HYDROCARBURES
INTERNATIONAL OIL POLLUTION PREVENTION CERTIFICATE**

(Note : Le présent Certificat doit être accompagné d'une Fiche de Construction et d'Équipement)
(Note : This Certificate shall be supplemented by a Record of Construction and Equipment)

Délivré en vertu des dispositions de la CONVENTION INTERNATIONALE DE 1973 POUR LA PRÉVENTION DE LA POLLUTION PAR LES NAVIRES, telle que modifiée par le Protocole de 1978 y relatif, et telle que modifiée depuis (ci-après dénommée « la Convention »),
Issued under the provisions of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, 1973, as modified by the Protocol of 1978 relating thereto, as amended, (hereinafter referred to as « the Convention »),

sous l'autorité du GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE
under the authority of the French Government

par / by : Le Chef du Centre de Sécurité des Navires PACA & Corse

CARACTÉRISTIQUES DU NAVIRE / PARTICULARS OF SHIP

Nom du navire / Name of ship	LE BOREAL
Numéro ou lettres distinctifs / Distinctive number or letters	F L S Y
Port d'immatriculation / Port of registry	MATA UTU I-82
Jauge brute / Gross tonnage	10944
Port en lourd du navire (tonnes) ¹ / Deadweight of ship (tonnes)	
Numéro OMI / IMO Number ²	9502506

TYPE DE NAVIRE / TYPE OF SHIP³

Pétrolier / Oil tanker

Navire, autre qu'un pétrolier, muni de citernes à cargaison visées à la règle 2.2 de l'Annexe I de la Convention / Ship other than an oil tanker with cargo tanks coming under regulation 2.2 of Annex I of the Convention

Navire autre que ceux énumérés ci-dessus / Ship other than any of the above

0073303

¹ Pour les pétroliers / For oil tankers

² Se reporter au Système de numéros OMI d'identification des navires, que l'Organisation a adopté par la résolution A.600(15) / Refer to IMO Ship Identification Number Scheme adopted by the Organization by resolution A.600(15)

³ Sélectionner la mention pertinente / Select as appropriate

IL EST CERTIFIÉ / THIS IS TO CERTIFY :

- 1 que le navire a été visité conformément aux dispositions de la règle 6 de l'Annexe I de la Convention ; et /
that the ship has been surveyed in accordance with regulation 6 of Annex I of the Convention ; and
- 2 qu'à la suite de cette visite, il a été constaté que la structure, le matériel, les systèmes, les aménagements, les installations, les équipements et les matériaux du navire ainsi que leur état étaient à tous égards satisfaisants et que le navire était conforme aux prescriptions applicables de l'Annexe I de la Convention. / *that the survey shows that the structure, equipment systems, fittings, arrangement and material of the ship and the condition thereof are in all respects satisfactory and that the ship complies with the applicable requirements of Annex I of the Convention.*

Le présent Certificat est valable jusqu'au (jj/mm/aaaa) 22/04/2025 ⁴ sous réserve des visites prévues à la règle 6 de l'Annexe I de la Convention. / *This certificate is valid until (yyyy-mm-dd) 2025-04-22 ⁴ subject to surveys in accordance with regulation 6 of Annex I of the Convention.*

Date d'achèvement de la visite sur la base de laquelle le présent certificat est délivré (jj/mm/aaaa) / *Completion date of the survey on which this certificate is based (dd/mm/yyyy) : 23/06/2020*

Délivré à / *Issued at* : MARSEILLE

Le / *Date of issue* : 17/11/2020

Signature de l'agent dûment autorisé qui délivre le certificat /
Signature of authorized official issuing the certificate :


Olivier RUDLOFF
Inspecteur de la sécurité des navires
et de la prévention des risques
Professionnels maritimes

Cachet ou tampon de
l'autorité qui délivre le
certificat
Seal or stamp of
issuing authority



⁴ Indiquer la date d'expiration fixée par l'Autorité conformément à la règle 10.1 de l'Annexe I de la Convention. Le jour et le mois correspondent à la date anniversaire telle que définie à la règle 1.27 de l'Annexe I de la Convention, sauf si cette dernière date est modifiée en application de la règle 10.8 de l'Annexe I de la Convention. / *Insert the date of expiry as specified by the Administration in accordance with regulation 10.1 of Annex I of the Convention. The day and the month of this date correspond to the anniversary date, as defined in regulation 1.27 of Annex I of the Convention, unless amended in accordance with regulation 10.8 of Annex I of the Convention.*

Attestation de visites annuelles et intermédiaires
Endorsement for annual and intermediate surveys

IL EST CERTIFIÉ que, lors d'une visite prescrite par la règle 6 de l'Annexe I de la Convention, il a été constaté que le navire satisfaisait aux dispositions pertinentes de la Convention.
THIS IS TO CERTIFY that, at a survey required by regulation 6 of Annex I of the Convention, the ship was found to comply with the relevant provisions of the Convention.

Visite annuelle / Annual survey :

Lieu / Place : *Papeete*
Date / Date : *20/05/2021*

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*

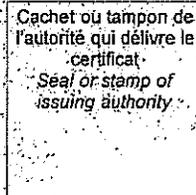
[Signature]
Remy G. JINET
Inspecteur de l'Etat des Navires
et de la Pêche, des Reques,
Professions Maritimes



Visite annuelle / intermédiaire / Annual / Intermediate survey ³

Lieu / Place :
Date / Date :

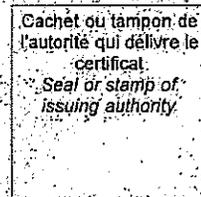
Signature de l'agent dûment autorisé / *Signature of duly authorized official /*



Visite annuelle / intermédiaire / Annual / Intermediate survey ³

Lieu / Place :
Date / Date :

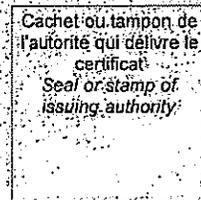
Signature de l'agent dûment autorisé / *Signature of duly authorized official /*



Visite annuelle / Annual survey :

Lieu / Place :
Date / Date :

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*



0073302

³ Rayer la mention inutile / *Delete as appropriate*

Visite annuelle / intermédiaire effectuée conformément à la règle 10.8.3
Annual / Intermediate survey in accordance with regulation 10.8.3

IL EST CERTIFIÉ que, lors d'une visite annuelle / intermédiaire ³ effectuée conformément à la règle 10.8.3 de l'Annexe I de la Convention, il a été constaté que le navire satisfaisait aux dispositions pertinentes de la Convention.

THIS IS TO CERTIFY that, at an annual / intermediate ³ survey in accordance with regulation 10.8.3 of Annex I of the Convention, the ship was found to comply with the relevant provisions of the Convention.

Lieu / Place :

Date / Date :

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*

Cachet ou tampon de
l'autorité qui délivre le
certificat
*Seal or stamp of
issuing authority*

**Visa de prorogation du certificat, s'il est valable pour une durée inférieure à 5 ans,
en cas d'application de la règle 10.3**

Endorsement to extend the certificate if valid for less than 5 years where regulation 10.3 applies

Le navire satisfait aux dispositions pertinentes de la Convention, et le présent Certificat, conformément à la règle 10.3 de l'Annexe I de la Convention est accepté comme valable jusqu'au (jj/mm/aaaa) / *The ship complies with the relevant provisions of the Convention, and this Certificate shall, in accordance with regulation 10.3 of Annex I of the Convention, be accepted as valid until (dd/mm/yyyy) :*

Lieu / Place :

Date / Date :

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*

Cachet ou tampon de
l'autorité qui délivre le
certificat
*Seal or stamp of
issuing authority*

**Visa de prorogation du certificat après achèvement de la visite de renouvellement
et en cas d'application de la règle 10.4**

Endorsement where the renewal survey has been completed and regulation 10.4 applies

Le navire satisfait aux dispositions pertinentes de la Convention, et le présent Certificat, conformément à la règle 10.4 de l'Annexe I de la Convention est accepté comme valable jusqu'au (jj/mm/aaaa) / *The ship complies with the relevant provisions of the Convention, and this Certificate shall, in accordance with regulation 10.4 of Annex I of the Convention, be accepted as valid until (dd/mm/yyyy) :*

Lieu / Place :

Date / Date :

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*

Cachet ou tampon de
l'autorité qui délivre le
certificat
*Seal or stamp of
issuing authority*

³ Rayer la mention inutile / *Delete as appropriate*

Visa de prorogation de la validité du certificat jusqu'à ce que le navire arrive dans le port de visite ou pour une période de grâce en cas d'application de la règle 10.5 ou de la règle 10.6

Endorsement to extend the validity of the certificate until reaching the port of survey or for a period of grace where regulation 10.5 or 10.6 applies

Le présent Certificat, conformément à la règle 10.5² de l'Annexe I de la Convention est accepté comme valable jusqu'au (jj/mm/aaaa) / *This Certificate shall, in accordance with regulation 10.5² of Annex I of the Convention, be accepted as valid until (dd/mm/yyyy) :*

Lieu / Place :

Date / Date :

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*

Cachet ou tampon de l'autorité qui délivre le certificat
Seal or stamp of issuing authority

Visa pour l'avancement de la date anniversaire en cas d'application de la règle 10.8

Endorsement for advancement of anniversary date where regulation 10.8 applies

Conformément à la règle 10.8 de l'Annexe I de la Convention, la nouvelle date anniversaire est fixée au (jj/mm/aaaa) / *In accordance with regulation 10.8 of Annex I of the Convention, the new anniversary date is (dd/mm/yyyy) :*

Lieu / Place :

Date / Date :

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*

Cachet ou tampon de l'autorité qui délivre le certificat
Seal or stamp of issuing authority

Conformément à la règle 10.8 de l'Annexe I de la Convention, la nouvelle date anniversaire est fixée au (jj/mm/aaaa) / *In accordance with regulation 10.8 of Annex I of the Convention, the new anniversary date is (dd/mm/yyyy) :*

Lieu / Place :

Date / Date :

Signature de l'agent dûment autorisé / *Signature of duly authorized official /*

Cachet ou tampon de l'autorité qui délivre le certificat
Seal or stamp of issuing authority

0073301

² Sélectionner la mention inutile / *Select as appropriate*



CERTIFICATE OF ENTRY AND ACCEPTANCE

This is to certify that the ship below has been entered for insurance in
Steamship Mutual Underwriting Association (Europe) Limited
for

Class 1 - Protection and Indemnity

With effect from

Noon G.M.T 20/02/2022 to Noon G.M.T 20/02/2023

until sold, lost, 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 and the special terms specified overleaf.

For the account of:

Ponant (Bareboat Charterer)

and Joint Members, if any, under Rule 9 (i) as listed overleaf

whose names have been entered in the Register of Members of the Club as a Member.

Vessel Name:	"LE BOREAL"	Built:	2010
Gross Tonnage:	10,944	IMO no:	9502506
Class:	RBNA		
Port of Registry:	MATA UTU		

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.

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.

NOTES

1. REFERENCE IS REQUESTED TO THE RULES AS TO THE CIRCUMSTANCES OF ENTRY BEING CANCELLED AND AS TO THE CIRCUMSTANCES OF AN ALTERATION IN THE RULES OR BYE-LAWS.
2. THE RULES ARE PRINTED ANNUALLY IN BOOK FORM, INCORPORATING ALL PREVIOUS ALTERATIONS AND A COPY IS SENT TO EACH MEMBER. ALTERATIONS CAN BE MADE BY ORDINARY RESOLUTION FOLLOWING A GENERAL MEETING NOTIFIED TO ALL MEMBERS.
3. THIS CERTIFICATE OF ENTRY SUPERSEDES ANY PREVIOUS CERTIFICATE OF ENTRY IN RESPECT OF THESE RISKS AND ENTERED SHIP(S). SAVE AS OTHERWISE EXPRESSLY PROVIDED HEREIN ANY SUCH PREVIOUS CERTIFICATE OF ENTRY SHALL REMAIN IN FULL FORCE AND EFFECT UP TO THE DATE OF THIS CERTIFICATE OF ENTRY.

STEAMSHIP P&I MANAGEMENT LLP .
MANAGERS

Date - 09/02/2022

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Limit of Liability

Cover hereunder for all claims in respect of Oil Pollution shall be limited to US\$ 1,000,000,000 each vessel any one accident or occurrence.

Inclusions of Cover

Cover as per Rules including but not limited to:

Liabilities in accordance with the Rules in respect of all water sports including scuba diving carried out by passengers from the vessel under the ticket issued to passengers. Excluding all other activities not covered under the passenger ticket.

Liabilities in respect of Pollution in accordance with Rule 25 vi and/save as may be more particularly set out in this Certificate of Entry.

Liabilities in respect of Wreck Removal in accordance with Rule 25 xi and/save as may be more particularly set out in this Certificate of Entry.

Liabilities in respect of Cargo in accordance with Rule 25 xiii and/save as may be more particularly set out in this Certificate of Entry.

Liability to Persons including Crew for illness, injury or death in accordance with Rule 25 i-iii, and/save as may be more particularly set out in this Certificate of Entry.

Cover in respect of Bio-Chem risks excluded under Rule 21 is hereby reinstated in accordance with Rule 21 ii.

Cover in respect of War Risks excluded under Rule 21 is hereby reinstated in accordance with Rule 21 ii.

Liabilities in accordance with the Rules in respect of all water sports, including scuba diving carried out by passengers from the vessel under the original cruise ticket issued to passengers. Excluding all other activities not covered under the passenger ticket.

Liabilities in accordance with the Rules in respect of the use of the vessel's tenders/zodiacs for the purposes of transporting crew or passengers between the vessel and the shore, and carrying out excursions under the original cruise ticket issued to passengers. Excluding all liabilities in respect of separately ticketed excursions.

Maritime Labour Convention – 2016 Amendments

Where a certificate of financial responsibility has been issued by the Club in accordance with the Maritime Labour Convention 2006 as amended ("MLC 2006"), or equivalent statutory provisions implementing MLC 2006, in respect of:

(i) Outstanding wages and repatriation expenses under Regulation 2.5, Standard A.2.5 and Guideline



B.2.5 thereof, and/or

(ii) Compensation of a seafarer for death or long-term disability under Regulation 4.2, Standard A.4.2 and Guideline B.4.2 thereof,

the terms of the MLC Extension Clause 2016 shall apply, as set out in the terms of entry and subject to the other terms specified herein.

Exclusions of Cover

Liabilities in respect of 4/4ths collision and fixed and floating objects insofar as these liabilities fall within the scope and limits of the Member's Hull and Machinery insurance policy, under which the Member warrants these risks have been placed.

All tour operators' liabilities, including, but not limited to, excursions ashore.

Liabilities in respect of concessionaires.

Deductibles

US\$22,000 - from all claims in respect of US passengers, other than baggage claims, any one accident or occurrence.

US\$10,450 - from all claims in respect of other passengers other than baggage claims, any one accident or occurrence.

US\$13,200 - from all other claims, any one accident or occurrence.

Crew Clauses

Excluding liabilities in respect of Crew under Rule 25 iii a, but including liabilities arising by operation of law under Rule 25 i a, Shipwreck Unemployment Indemnity liabilities under Rule 25 ii e and Repatriation Expenses under Rule 25 ii c (ii). Notwithstanding these inclusions, cover excludes liabilities in respect of crew insofar as these liabilities fall within the scope and limits of other insurances placed in respect of crew, or are otherwise recoverable under social security systems. Such insurance terms and limits, and any subsequent material amendments thereto, to be notified to the Club.

Additional Parties

Joint Members

The cover afforded to:

1. Compagnie du Ponant (Operator)
2. SAS Caroline 50 (Registered Owner)



3. Uvea Marine Service (Crew Manager)

as Joint Member shall extend only to risks, liabilities, costs and expenses arising out of operations and/or activities customarily carried on by or at the risk and responsibility of shipowners and which are within the scope of the cover provided under the terms, conditions and exceptions provided by the Rules and by this Certificate of Entry.

The conduct of any one Joint Member which is sufficient to bar that Joint Member's right of recovery under the terms, conditions and exceptions provided by the Rules and by this Certificate of Entry shall bar absolutely the rights of recovery of all Joint Members thereunder.

All Joint Members shall be jointly and severally liable to pay contributions due to the Club in respect of this entry, and the receipt by any one Joint Member of any sums payable by the Club in respect of this entry shall be sufficient discharge of the Club for the same.

There shall be no recovery out of the funds of the Club in respect of any liability, costs and expenses arising out of or as a result of any claim, dispute or difference between any Joint Members, affiliates and/or any others insured to any extent under one entry.

Loss Payable Clause

Payment of any recovery the Owner and/or Bareboat Charterer is entitled to receive out of the funds of the Association in respect of any liability, costs or expenses incurred by him shall be made to the Owner and/or Bareboat Charterer or to his order unless and until the Association receives notice from

Crédit Industriel et Commercial

as Security Trustee for other lenders as advised to the Association that the Owner and/or Bareboat Charterer is in default under the Mortgage, in which event all recoveries shall thereafter be paid to

Crédit Industriel et Commercial

or their 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 clear business days from the receipt of such notice.

The Association shall, unless it receives from Crédit Industriel et Commercial as Security Trustee for other lenders as advised to the Association notice to the contrary, be at liberty at the request of the Owner and/or Bareboat Charterer to provide bail or other security to prevent the arrest or obtain the release of the vessel without liability to the Mortgagee.

Misdirected Arrow Co-assured

Notwithstanding the fact that:

Crédit Industriel et Commercial (Security Agent)

are hereby named as Co-Assured in the Certificate of Entry, the cover of the Association will only extend insofar as they may be found liable to pay in the first instance for liabilities which are





properly the responsibility of the Member, and nothing herein contained shall be construed as extending cover in respect of 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 indemnification under such cover 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.

Conduct of any one of the parties insured under this entry which is sufficient to bar that insured's rights hereunder shall bar the rights of recovery of all the said insured.

Addenda

Insurance Act 2015

Attention is drawn to the exclusion of certain provisions of the Insurance Act 2015 as set out in the terms of entry to which cover hereunder is subject.

Association:

Steamship Mutual Underwriting Association (Europe) Limited
c/o Filellinon 1-3, Piraeus, 185 36, Attiki, Greece

Managers:

Steamship P&I Management LLP
An appointed representative of Steamship Insurance Management Services Limited which is authorised and regulated by the Financial Conduct Authority
Aquatical House, 39 Bell Lane, London E1 7LU
Tel: +44 20 7247 5490 Website: www.steamshipmutual.com
Registered No: OC376859

Owner's Address

SAS Caroline 50
4, rue Gaillon
Paris
72002
FRANCE

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PLR - WAR RISKS

Pursuant to Rule 4 (i) of Class 1, cover is hereby extended and subject to the special terms and conditions set out below which shall apply in addition to the Rules of the Association and other terms governing the Member's entry. The War Risks Extension and Bio-Chem Clauses do not apply to these Cover Extensions.

The following cover(s) is subject to all terms set out in the foregoing provisions of this certificate, but only to the extent that such terms are not inconsistent with the following provisions.

Deductibles

US\$0 - from all claims, any one accident or occurrence, including fees, costs and expenses.

Other Conditions

To the extent that the cover provided hereunder is reinsured by the Association, the Member shall only be entitled to recover from the Association the net amount actually recovered under such reinsurance.

Addenda

ATHENS 2002 PLR WAR EXTENSION TO CERTIFICATE OF ENTRY:

Provision of War Certificates of Insurance per Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 (1974 Convention with Protocol of 2002 to the Convention and 2006 Reservation and, subject to modifications made by the associated IMO Guidelines for Implementation of the Athens Convention), and/or Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (known as Passenger Liability Regulation) hereinafter collectively known as "Athens 2002 PLR"

1.

1.1 Subject to all terms and conditions herein, and in consideration of the agreed premium, this cover will meet all liabilities incurred by the Assured pursuant to Athens 2002 PLR for an incident occurring during the policy duration but only in respect of claims arising out of those perils specified within the IMO Reservation and Guidelines for the Implementation of the Athens Convention adopted 19th October 2006, namely:

- war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power,
- capture, seizure, arrest, restraint or detainment, and the consequences thereof or any attempt thereat,
- derelict mines, torpedoes, bombs or other derelict weapons of war,
- act of any terrorist or any person acting maliciously or from a political motive and any action taken to prevent or counter any such risk,





- confiscation and expropriation

The indemnity provided for under this cover is payable if and to the extent that

- Limits of Underlying War Covers arranged for the Assured are exceeded by other claims having been settled and having fully absorbed cover otherwise disposable for liabilities qualifying for settlement under Athens 2002 PLR

or

- any claims by the Assured under Underlying War Covers are denied as a result of the assertion by the underwriters thereon of a policy defence or the breach of policy terms and/or conditions

or

- the Assured is unable to recover claims from Underlying War Covers for any reason including cancellation thereof

and/or

- the Assured is required to make advance payments to passengers within the time constraints imposed by Article 6 of the Passenger Liability Regulation

1.2 The maximum indemnity payable hereunder each incident shall be the amount prescribed by Athens 2002 PLR as the limit of liability of the Association in providing evidence of insurance.

1.3 The Association shall not be obliged to indemnify the Assured, or pay any claims at the request of the Assured, until the proper legal assessment of liability under Athens 2002 PLR has been made and/or the Association at its discretion decides to make payments, interim or otherwise, in order to mitigate any potential liability having taken into consideration professional legal advice.

It is understood, within the IMO Guidelines for Implementation of Athens 2002, that the Association may be obliged to withhold from settlements to passenger claimants certain amounts when, in the opinion of the Assured and the Association, claims might be presented which in the aggregate exceed the relevant ship's overall limitation as defined in Athens 2002 PLR and before a proportionate distribution of all claims against the Assured.

1.4 If and to the extent that the Association pay any Athens 2002 PLR claim either direct to passengers or by way of indemnity to the Assured, they shall be entitled, on the terms set out in Clause 5 below, to exercise by subrogation such rights of recovery from the Underlying War Covers as are available to the Assured.

1A. Financial security

1A.1 The Association agrees to act as guarantor of the Assured's liabilities under Athens 2002 PLR and, to that end, to provide evidence of war insurance attesting that this cover is in force, for the purpose of enabling the Assured to obtain certification of

insurance as required by Art. 4 bis of Athens 2002 PLR.

- 1A.2 The Association will accordingly meet all liabilities incurred by them to passengers under Athens 2002 PLR in their capacity as guarantors arising from the provision of such evidence of war insurance.

Contained within the provisions of Athens 2002 PLR are exemptions from liability, amongst which the following are stated:-

- a) War Automatic Termination of Cover and war and Exclusions Clause. (30 days' notice clause in cases not covered by War Automatic Termination of Cover and Exclusion Clause per IMO Reservation and Guidelines for Implementation of Athens 2002 PLR).
- b) Institute Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion Clause CL370 10/11/03
- c) Institute Cyber Attack Exclusion Clause CL.380 10/11/03.

- 1A.3 In accordance with Athens 2002 PLR:-

- a) The Association's liability shall be applicable only to passenger claims brought under Article 3, paragraphs 1 or 2 of Athens 2002 PLR, paragraph 1.2 of the Reservation, and paragraph 2.2 of the associated Guidelines
- b) In accordance with Art. 4 bis, paragraph 11 of Athens 2002 PLR, any sums provided by insurance maintained in accordance with paragraph 1 of the same article, shall be exclusively for the satisfaction of claims from passengers for death or for personal injury under Athens 2002 PLR and any payments made of such sums shall discharge any liability arising under Athens 2002 PLR to the extent of the amounts paid.
- c) The Association's obligations in respect of each incident shall be reduced by any payments effected by the Assured and/or its Underlying War Cover insurers in their names or on their behalf and/or other parties defined in the Evidence of War Insurance in respect of liabilities incurred and settled under the terms of Athens 2002 PLR.
- d) Subject to any reduction in its obligations permitted under clause 1.A.3 c) above, the Association's obligations in respect of each incident shall be satisfied in full once the total amounts paid to all claimants equals the ship's applicable limit.

- 1A.4 If and to the extent that the Association, in its capacity as guarantor, incurs liability to passengers pursuant to Athens 2002 PLR, it shall be entitled, on the terms set out in Clause 5 below, to exercise by subrogation such rights of recovery from the Underlying War Covers as are available to the Assured.

2. Duration

This Insurance is arranged in respect of losses arising out of an event occurring from the



date of inception of this certificate until Noon Greenwich Mean Time on the following 20th February, or shorter period as declared.

3. Limit

The maximum indemnity payable hereunder shall be the amount prescribed by Athens 2002 PLR as the limit of liability of the Association in providing evidence of insurance, namely the lower of:

SDRs 250,000 per passenger registered as being on board the ship at the time of the occasion of the incident, the subject of the claim hereon
or
SDRs 340,000,000

as required each distinct incident

The Association will also pay the legal costs incurred by the Assured or which the Assured may be compelled to pay in contesting liability or taking proceedings to limit liability in respect of any claim covered hereon, with the prior written consent of the Association.

4. Definitions (for the purposes of this Insurance)

4.1 "Athens 2002 PLR" means the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 (being the 1974 Athens Convention as amended by the Protocol of 2002 to the Convention and the 2006Reservation, and subject to modifications made by the associated IMO Guidelines for Implementation of the Athens Convention), and/or Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (also known as Passenger Liability Regulation)

4.2 "Underlying War Covers" means the combination of War Risks insurances as summarised:

4.2.1 P & I War Risks Insurances provided as a separate limit to the Assured's Hull and Disbursements War Risks policies to at least the aggregate of the insured value of the Hull and insured amounts in respect of Disbursements of Assured's ship or a minimum of USD 500,000,000, whichever is the lower and on terms providing cover as per the Institute Protection and Indemnity War Strikes Clauses - Hulls Time CL.345 (20/7/87) and/or the Institute War and Strikes Clauses - Hulls Time CL.281 (1/11/95) and/or other equivalent War P & I clauses (to be approved by the Association).

and

4.2.2 P & I War Risks (International Group P & I Clubs) as endorsed as an extension to the entry of the Assured's ship into an International Group P & I Club. Such entry means an unrestricted entry into a Protection and Indemnity Association which is a member of the International Group of P&I Clubs

4.3 "Evidence of War Insurance" means the documentary proof in the attached form ("Certificates furnished as evidence of (War) insurance pursuant to Article 4bis of the Athens



Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002") attesting that insurance is in force in compliance with the stipulations of Athens 2002 PLR.

- 4.4 "Athens Certificates" means the Certificate of Insurance or Other Financial Security in respect of Liability for the Death or Personal Injury to Passengers" issued in accordance with the Provisions of Athens 2002 PLR.
- 4.5 "Total Claims" means the aggregation of Athens 2002 PLR Claims, non-Athens 2002 PLR passenger claims and other claims including, but not limited to claims in respect of crew, wreck removal and pollution each incident.

5. Underlying War Cover and Rights of Subrogation

- 5.1 The Association's liability to the Assured under this contract shall be determined by the policy terms and conditions. Subject to those terms and conditions, the Association is entitled to seek to recover from the Underlying War Covers any and all payments made pursuant to liabilities incurred by the Assured under Athens 2002 PLR.
- 5.2 No Evidence of War Insurance will be issued by the Association hereon unless the Assured arranges the insurances that comprise the Underlying War Covers, with War Risks Insurers approved by the Association as described at 4.2.1 and 4.2.2 respectively.

The Assured is to provide corresponding confirmation of such cover prior to the annual inception of each policy and/or entry year, stating the schedule of insurers with whom they arrange such policies or entries and that these policies or entries will be maintained in force without intentional breach of cover for the duration of any Evidence of War Insurance on behalf of the ship.

The Association agrees that the conditions above shall be deemed to be satisfied in respect of the ship pending re-confirmation of the Assured's renewal of war policies, including if required, transfer between war insurers.

The Assured is obliged to take all reasonable steps to preserve such coverage including, but not limited to, the maintenance of cover in accordance with approved market practices in the event that any ship insured hereunder navigates in waters that are subject to the JWC Hull War, Piracy, Terrorism and Related Perils Listed Areas (17 May 2019) (JWLA-024) and any updated version thereof.

- 5.3 Any and all payments made by the Association in their capacity as guarantor under the provisions of Athens 2002 PLR shall be deemed to be made as agent of, and for the account of, the Assured whether or not it as the Association is obligated or liable to the Assured under the insuring conditions of this cover.
- 5.4 Upon the payment of any sums hereunder whether by way of indemnity or pursuant to Athens 2002 PLR, the Association shall be subrogated to all the rights and remedies of the Assured, who is under a duty to assist, and co-operate with the Association in its efforts to effect recovery of any such payment.
- 5.4.1 In event that the Association, having paid any such sums, prove unable to effect a recovery under the Underlying War Cover by reason of a policy defence or the



breach of policy terms and/or conditions involving the actual fault or privity of the Assured, the Association reserve the right to seek recovery of such sums from the Assured.

- 5.5 If it appears that estimated Total Claims are reasonably likely to exceed the cover available under the Underlying War Covers, the Association will, upon request of the Assured agree to refrain from exercising rights of recovery pursuant to the preceding clause 5.4 from the Underlying War Cover insurers, unless and until and to the extent that the estimated Total Claims are found not to exceed the available cover provided by the Underlying War Covers.
- 5.6 If the insurers of the Underlying War Covers have paid Athens 2002 PLR claims (whether directly to claimants or by way of reimbursement of the Assured or the Association) and Total Claims are subsequently found to exceed the limit of the Assured's Underlying War Covers, the Association will reimburse the insurers of the Underlying War Covers in respect of such Athens 2002 PLR payments if and to the extent that Total Claims exceed the limit of the Underlying War Covers (subject always to the Limit of this cover as defined at Para 3 herein).
- 5.7 The Association is entitled to call for and to have received on its own behalf and on behalf of the Assured, confirmations of cover and undertakings from the insurers of the Assured's P & I War Risks Insurances (Hull) (as described at 4.2.1 above) that they will issue at least 30 days' notice of their intention to cancel the insurance by reason of the failure to pay, when due and demanded, any premium sums due.
- 5.8 The Association is entitled to call for and to have received on its own behalf and on behalf of the Assured, confirmations of cover and undertakings from the insurers of each Assured's Underlying War Covers that:
- 5.8.1 neither the provision by the Association of Evidence of War Insurance nor this insurance shall be construed as double insurance or as conflicting with the terms and conditions of the Underlying War Covers; and
- 5.8.2 payments made by the Association hereunder or pursuant to Athens 2002 PLR are made on behalf of the Assured and that such payments will be considered to be payments by the Assured in satisfaction of the 'pay as paid' rules.
- 5.9 The Association is entitled to maintain on file all information submitted in the Application Forms for Evidence of Insurance.
- 5.10 It is understood and agreed by the parties that the provisions of Clause 5.6 above confer a benefit on the Insurers of the Underlying War Covers which is intended to be enforceable by those Insurers under the Contracts (Rights of Third Parties) Act 1999.

6. Provision of Evidence of War Insurance

- 6.1 The Association is under no obligation to provide security on behalf of any Assured, but where the same is provided it shall be on such terms as the Association may consider appropriate in the context of Athens 2002 PLR and shall not constitute any admission of





liability by the Association for the claim in respect of which the bail or other security is given. In no case shall deposits be made by the Association.

Having either provided security or paid claims in compliance with the terms of the Athens 2002 PLR, the Association shall be entitled to seek to be indemnified for any costs associated with the provision of such security and for any liability the Association may incur to third parties to the extent that such payments are not recoverable from Underlying War Cover Insurers as described in Para 5.4.1 above.

- 6.2 Where the Association hereon and/or Underlying War Cover Insurers might be under no liability to pay claims by reason of the so-called Cesser or Cancellation Clauses (Steamship Mutual Underwriting Association Limited Rules 35, or 36 or 37 or provisions in Hull War policies for cancellation for non-payment of premium), the Association's payment of any claims in their capacity as guarantors per Section 1.A, is effected as agent of the Assured, and the Assured shall reimburse the Association in full for such claim.

7. Notification of Claim

The Assured shall report in writing to the Association any circumstances which may give rise to a claim under this insurance within 14 days of their becoming aware of the occurrence of an event that could give rise to a claim to Underlying War Covers and shall thereafter keep the Association fully informed of all developments.

8. Claims Procedures

The Association and the Assured agree

- 8.1. to encourage the primary war risk underwriters to instruct the Association to adjust claims on their behalf as well as on its own behalf
- 8.2 that in adjusting Athens 2002 PLR claims the Assured and its representatives shall seek to minimize the need for adjustment or reallocation of claims payments by way of subrogation under clause 5.4 above, reimbursement under 5.6 above or otherwise between The Association and insurers on the Underlying War Covers.

9. Insurance Act 2015

The following provisions of the Insurance Act 2015 ("the Act") are excluded from the Terms and Conditions of this contract as follows:

- 9.1 Section 10 of the Act is excluded.
As a result all warranties contained within these Terms and Conditions must be strictly complied with and if the Owner fails to comply with any warranty Insurers shall be discharged from liability from the date of the breach, regardless of whether the breach is subsequently remedied.
- 9.2 Section 11 of the Act is excluded.
As a result the Terms and Conditions of the contract of insurance, including terms which

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tend to reduce the risk of loss of a particular kind, loss at a particular location and/or loss at a particular time, must be strictly complied with and if the Insured fails to comply with any such term, the Association's liability may be excluded, limited or discharged in accordance with these Terms and Conditions notwithstanding that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

- 9.3 Section 13 of the Act is excluded.
As a result Insurers shall be entitled to exercise their right to terminate this contract of insurance in the event that a fraudulent claim is submitted by or on behalf of the Insured and/or any Affiliate.
- 9.4 Section 13A of the Act is excluded.
As a result the Terms and Conditions of this contract of insurance shall not be subject to, nor shall Insurers be in breach of, any implied term that it will pay any sums due in respect of a claim within a reasonable time save where the breach is deliberate or reckless and Section 13A of the Act is excluded to this extent.
- 9.5 Section 14 of the Act is excluded.
As a result, this contract of insurance shall be deemed to be a contract of the utmost good faith, and any breach of the duty of the utmost good faith shall entitle Insurers to avoid this contract of insurance.

10. Termination

In accordance with the conditions set out above under which they issue Evidence of War Insurance:

- 10.1 The Association shall be entitled to request that the terms under which Evidence of War Insurance is provided be re-negotiated immediately and/or Notice will be tendered to cancel any associated Evidence of War insurance to the Authority to whom the Athens 2002 PLR Certificate is addressed within seven (7) days of the receipt of any Notices of Cancellation or advices of withdrawal of the Assured's Underlying War Covers.
- 10.2 The Association shall be entitled to request that the terms under which Evidence of War Insurance is provided be re-negotiated immediately and/or tender Notice to cancel any associated Evidence of War Insurance to the Authority to whom the Athens 2002 PLR Certificate is addressed within seven (7) days of learning of any cessation or breach of conditions of any of the Assured's Underlying War Covers.
- 10.3 The Association shall be entitled to request that the terms under which Evidence of War Insurance is provided be re-negotiated immediately and/or shall be entitled to tender Notice to cancel any associated Evidence of War Insurance to the Authority to whom the Athens 2002 PLR Certificate is addressed within seven (7) days of the discovery that any one of the following circumstances has occurred since the inception date of this Policy:
- a) a State Insurance Department or similar regulatory authority has ordered an Insurer involved as part or all of security of the "Underlying War Covers" to cease accepting business, or





- b) an Insurer involved as part or all of security of the "Underlying War Covers" to cease accepting business has become insolvent or has been placed into liquidation or receivership (whether voluntary or involuntary), or there has been instituted against it proceedings for the appointment of a receiver, liquidator, rehabilitator, conservator, or trustee in bankruptcy, or other agent known by whatever name, to take possession of its assets or control its operations, or
- c) the AM Best rating of an Insurer involved as part or all of security of the "Underlying War Covers" has been assigned or downgraded below A -, or
- d) the Standard and Poor's rating of an Insurer involved as part or all of security of the "Underlying War Covers" has been assigned or downgraded below BBB.

11. Law Applicable

This cover shall be governed by and construed in accordance with the Association's Rules and terms of entry.

Athens 2002 PLR Indemnity

Member's Indemnity in respect of Club's provision of War and Non-War "Blue Card" Certification pursuant to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 2002 (1974 Convention with Protocol of 2002 to the Convention and 2006 Reservation and, subject to modifications made by the associated IMO Guidelines for Implementation of the Athens Convention), and/or Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (known as Passenger Liability Regulation) hereinafter collectively known as "Athens 2002 PLR"

In consideration of the Club's agreement, at the Member's request, to provide evidence of war insurance (War Blue Card) and/or non-war insurance (Non-War Blue Card) in order to obtain a War Certificate and/or Non-War Certificate in accordance with or pursuant to Article IV bis of the Athens Convention or PLR in respect of ships entered by the Member in the Club, the Member undertakes and agrees to, and is bound by, the terms of the following indemnity:

"1. We shall indemnify the Club and hold it harmless against any loss, cost, liability or expense which the Club may incur by reason of the failure of reinsurers to pay claims by the Club under any reinsurance of the Club (other than reinsurances of the Club arranged collectively for and on behalf of the entire International Group) in respect of liabilities arising under Athens 2002 PLR.

2. In respect of liabilities to Passengers which may be enforced directly against the Club as the provider of non-war insurance certified by the Non-War Blue Card ("certificated non-war passenger claims"), the Managers of the Club may at their discretion

(a) allocate all or any part of the Club's cover for liabilities to Passengers up to the limit thereon of US\$2,000,000,000 to such certificated non-war passenger claims; and

(b) give priority to payment of such certificated non-war passenger claims over any other liabilities to Passengers, and

(c) make the allocation and give the priority provided for in (a) and (b) where liabilities to Passengers and Seamen exceed or may exceed the aggregate limit upon the Club cover for liabilities to Passengers and Seaman of US\$3,000,000,000.

3. If the total amount paid by the Club in respect of non-war liabilities to Passengers arising out of any one accident or occurrence exceeds the US\$2,000,000,000 limit upon Club cover for liabilities to Passengers, we shall reimburse any such excess to the extent that it is not recoverable under any reinsurance(s) of the Club.

4. We shall reimburse the Club the costs of reinsurance obtained by the Club in respect of risks and liabilities arising as war and/or non-war insurers issuing War Blue Cards and/or Non-War Blue Cards in accordance with Athens 2002 PLR, including (without limitation) such reinsurance costs:

(a) paid or due to be paid under a reinsurance of the Club for each entered ship in respect of which the Club has issued a War Blue Card; and

(b) paid or due to be paid under a reinsurance of the Club in respect of liabilities exceeding US\$2,000,000,000 enforceable directly against the Club as a non-war insurer issuing a Non-War Blue Card.

5. This undertaking shall be governed by and construed in accordance with English law and any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the English High Court."

Association:

Steamship Mutual Underwriting Association (Europe) Limited
c/o Filellinon 1-3, Piraeus, 185 36, Attiki, Greece

Managers:

Steamship P&I Management LLP

An appointed representative of Steamship Insurance Management Services Limited which is authorised and regulated by the Financial Conduct Authority

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