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DEPARTMENT OF MERCHANT SHIPPING LEMESOS

REPUBLIC OF CYPRUS MINISTRY OF COMMUNICATIONS AND WORKS

Circular No 08/2008

12 June 2008

TEN 5.13.09 TEN 4.28.03.31 TEN 12.3.02.26

To all Owners, Managers and Representatives of Ships under the Cyprus Flag and Ships of all Flags entering or leaving Cyprus ports

Subject: <u>Entry into force of the Bunkers Convention- Procedure for the issuing of Bunkers</u> <u>Convention Certificates</u>

Further to the above matter and given the entry into force of the *International Convention on Civil Liability for Bunker Oil Pollution Damage 2001* (the "Bunkers Convention") on **21** November 2008, you are hereby informed as follows:

- 1. The Bunkers Convention was ratified by the Republic of Cyprus by virtue of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001 (Ratification) and for Matters Connected Therewith Law of 2004 (Law 19(III)/2004). The Convention provides a liability, compensation and compulsory insurance system for the victims of oil pollution damage caused by spills of bunker oil¹. Under the Bunkers Convention, the shipowner² is rendered liable to pay compensation for pollution damage caused in the territory which includes the territorial sea and EEZ of a State Party (see Article 2(a)).
- 2. Article 7.1 lays down the obligation for compulsory insurance or other financial security as follows:

"The registered owner of a ship having a gross tonnage greater than 1 000 registered in a State Party shall be required to maintain insurance or other financial security, such as the guarantee of a bank or similar financial institution, to cover the liability of the registered owner for pollution damage in an amount equal to the limits of liability under the applicable

^{1.} Under Article 1.5 of the Bunkers Convention "bunker oil' means any hydrocarbon mineral oil, including lubricating oil, used or intended to be used for the operation or propulsion of the ship, and any residues of such oil".

^{2.} Defined in Article 1.3 of the Bunkers Convention as including the registered owner, bareboat charterer, manager and operator of the ship.

national or international limitation regime, but in all cases, not exceeding an amount calculated in accordance with the Convention on Limitation of Liability for Maritime Claims, 1976^3 , as amended.".

3. Article 7.2 provides for the issuance of Bunkers Convention Certificates by the State Parties. The said provision reads as follows:

"A certificate attesting that insurance or other financial security is in force in accordance with the provisions of this Convention shall be issued to each ship after the appropriate authority of a State Party has determined that the requirements of paragraph 1 have been complied with".

- 4. The regime of the Bunkers Convention follows the well established liability and insurance regime of the CLC Convention (1992 International Convention on Civil Liability for Oil Pollution Damage). This is reflected in the Procedure that our Department will follow for the issuance of Bunkers Convention Certificates which is attached hereto.
- 5. The Owners, Managers and Representatives of ships flying the Cyprus flag are urged to submit their applications for the issuance of Bunkers Convention Certificates <u>in due time and</u> <u>preferably no later than the 1st October 2008</u>, in order to ensure that all Cyprus ships are duly certified by the 21st November 2008.
- 6. It is noted that, on and after the 21st November 2008, no ship of a gross tonnage greater than 1000, wherever registered and required under the Bunkers Convention to hold a Bunkers Convention Certificate, shall be allowed to enter or leave a port in the territory of the Republic of Cyprus unless it holds such a Certificate.

The Owners, Managers and Representatives of ships flying the Cyprus flag or of Ships of all flags entering/ leaving a port in the territory of the Republic of Cyprus, are advised to abide by this Circular, the attached Procedure as well as the provisions of Ratification Law 19(III)/2004 and the Bunkers Convention.

Serghios S. Serghiou Director Department of Merchant Shipping

Cc: -Permanent Secretary, Ministry of Communications and Works

- Maritime Offices of the Department of Merchant Shipping abroad
- -General Manager, Cyprus Ports Authority
- Attorney General of the Republic
- Governor, Central Bank of Cyprus
- Permanent Secretary, Ministry of Finance
- Permanent Secretary, Planning Bureau
- Permanent Secretary, Ministry of Foreign Affairs
- Diplomatic Missions and Honorary Consular Officers of the Republic
- Registrar of Companies

³ It is recalled that the Republic of Cyprus is a Contracting Party to LLMC 1976 and its Protocol of 1996, see Ratification Law 20(III)/2005.

- Cyprus Shipping Chamber
 Cyprus Union of Shipowners
 Cyprus Shipping Association
 PEO Trade Union
- SEK Trade Union
- Cyprus Bar AssociationCyprus Association of Chartered Accountants

LMK

Procedure for the issuance of Bunkers Convention Certificates under the International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001 (Bunkers Convention)

Interpretation. **1**.—(1) In this Procedure— "BC Certificate" means the required Certificate under Article 7.2 of the Convention; "Director" means the Director of the Department of Merchant Shipping of the Ministry of Communications and Works and includes any officer of the Department of Merchant Shipping properly authorised by the Director for this purpose; "Evidence (Blue Card)" means a Certificate furnished as Evidence of Insurance pursuant to Article 7.1 of the Convention; "Law" means the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001 (Ratification) and for Matters 19(III)/2004. Connected Therewith Law of 2004; "ship" means a ship falling within the provisions of the Convention and registered in the Register of Cyprus Ships (RCS) under the 45 of 1963 Merchant Shipping (Registration of Ships, Sales and Mortgages) 32 of 1965 Laws of 1963 to 2005, including any ship registered in parallel with 82 of 1968 the RCS pursuant to section 23C thereof. 62 of 1973 102 of 1973 42 of 1979 25 of 1980 14 of 1982 57 of 1986 64 of 1987 28(I) of 1995 37(I) of 1996 138(I) of 2003 169(I) of 2004 108(I) of 2005. (2) Terms contained in this Procedure and not otherwise defined herein shall have the meaning attributed to such terms in the Law or the Convention. Submission of 2. —(1) For the purposes of issuing BC Certificates an Application is Application

to the Director.

2.—(1) For the purposes of issuing BC Certificates an Application is submitted in due time to the Director. The Application is filed either by the Legal Representative of the Shipowner, or by an empowered Officer of the Shipowning Company, or by an empowered Officer of the Shipmanagement Company or by the Bareboat Charterer.

Annex A. (2) When the financial security provided is an Evidence (Blue Card), the Application shall be made in the form illustrated in **Annex A** to this Procedure.

(3) The Application shall be accompanied by an evidence of maintaining in force an insurance or other financial security for bunker oil pollution damage in accordance with the provisions of Article 7.1 of the Convention on which the following particulars shall be correctly mentioned—

(a) name of ship;

(b) Call Sign of the ship;

(c) IMO Number of the ship ·

(d) Limassol as the port of registration;

(e) name and address of the registered shipowner;

(f) name and address of the bareboat charterer, if applicable;

(g) name and address of the insurer or other person giving security;

(h) type of insurance or other financial security;

(i) period of validity of insurance or other financial security.

Provided that the particulars of the ship shall precisely correspond to the particulars mentioned in the Certificate of Registration of the ship.

(4) Upon the submission of the Application, the relevant fee provided under the Merchant Shipping (Fees and Taxing Provisions) Laws of 1992 to 2007, as amended, shall be paid. The fee is currently set at EURO 51.26.

(5) The Director may examine Applications submitted by fax or electronic mail for the purposes of carrying out preparatory work for the issuing of BC Certificates.

(6) In the case of a ship registered in parallel in the Register of Cyprus Ships (RCS) by virtue of section 23C of the Merchant Shipping (Registration of Ships, Sales and Mortgages) Laws of 1963 to 2005, the registered owner and not the bareboat charterer shall be mentioned as the insured both on the Evidence (Blue Card) and on the BC Certificate.

(7) Cyprus ships registered in parallel with a foreign register of ships in accordance with the provisions of section 23N of the Merchant Shipping (Registration of Ships, Sales and Mortgages) Laws of 1963 to 2005, shall apply for the issuing of a BC Certificate to the competent authorities of the State the flag of which such ships fly.

38 (I) of 1992 29(I) of 1995 63(I) of 1999 73(I) of 1999 12(I) of 2003 166(I) of 2004 73(I) of 2007. Protection and Indemnity Clubs-International Group.

Annex B.

3.—(1) When the Evidence (Blue Card) furnished with respect to a ship originates from a Protection and Indemnity Club (P&I Club) which is a member of the International Group of P&I Clubs (hereinafter "the International Group"), no further checks are carried out regarding the financial strength of such a P&I Club and it is assumed that the insurance is sufficient. An Indicative Table of the P&I Clubs which are members to the International Group of P&I Clubs is attached as **Annex B** to this Procedure.

(2) When the Evidence (Blue Card) furnished with respect to a ship originates from a P&I Club which is not a member of the International Group, then further checks are carried out in order to ascertain the financial strength of such a P&I Club and to this end, the following are submitted to the Director:

(a) Declaration regarding the re-insurers of the P&I Club providing the insurance so that the financial strength of the P&I Club may be ascertained;

(b) Declaration by the P&I Club providing the insurance with respect to acceptance of its insurance offered to ships by other flag States, with a particular reference to the name of each State and the number of ships per State;

(c) The ability of the P&I Club providing the insurance to cover, including its ability to cover the amounts of re-insurance;

(d) Information regarding the evaluation of the financial strength the P&I Club providing the insurance by independent recognised organisations (like, for example, Standard and Poor's or Moody's).

(3) Provided that, in the context of carrying out the check mentioned in paragraph (2), the Director may request the submission of additional information as he may deem necessary.

(4) In the event where the Director is not satisfied regarding the financial strength of the P&I Club providing the insurance and which is not a member of the International Group, the Director rejects the relevant Application for the issue of a BC Certificate.

Release of original **4.**—(1) The original BC Certificate is issued and released provided that—

(a) the Director is satisfied that the required evidence of maintaining in force an insurance or other financial security is the original, sufficient for the purposes of the Convention and that it contains a correct reference to the particulars required under this Procedure; and

(b) the relevant fee provided under the Merchant Shipping (Fees and Taxing Provisions) Laws of 1992 to 2007, as amended, has been paid.

Provided that, in the cases where the Evidence (Blue Card) regarding a ship is not granted by a P&I Club in a original hardcopy but only in an electronic form, then the Director grants the original BC Certificate if he may confirm the validity of the Evidence (Blue Card) with the P&I Club which has issued such Evidence (Blue Card).

(2) In the event where the Director detects any mistaken references in the Evidence (Blue Card), he may provisionally grant a copy of the BC Certificate provided that—

- (i) Such mistaken references are not crucial and do not jeopardise the validity of the Evidence (Blue Card)[.]
- (ii) The submission of a corrected Evidence (Blue Card) is undertaken before the elapse of fifteen (15) days from the granting of the copy of the BC Certificate.

(3) Provided that the conditions laid down in sub-paragraphs 1(a) and 1(b) of this paragraph are met, in the event where a copy of an Evidence (Blue Card) is submitted, the Director may, if so requested, grant a copy of the BC Certificate until the original Evidence (Blue Card) is submitted.

(4) If so requested and provided that the respective conditions are met, the Director sends a confirmation in writing to the competent authorities of a State stipulating that—

- (i) the procedure for the issuing of a BC Certificate with respect to a ship is under way; or
- (ii) a relevant BC Certificate has been issued and released to the shipowners for placement on board the ship.

4A. The provisions of paragraphs 3 and 4 of this Procedure apply, mutatis mutandis, to Evidence (Blue Cards) originating from Insurance Companies.

5.—(1) Save the provisions of section 6 of the Law, in the event where there has been any change to the ownership of the ship, or the insurance has been terminated, the Director shall be informed forthwith and the BC Certificate shall be returned within fifteen (15) days or shall be deposited with the nearest Diplomatic Mission or Honorary Consular Office of the Republic for onwards transmission to the Director.

(2) The Director shall also be informed forthwith if any changes, alterations or other reasons arise that may render invalid the evidence of maintaining in force an insurance or other financial security which has been submitted for the purpose of issuing a BC Certificate.

Evidence (Blue Cards) by Insurance Companies.

Return of the BC Certificate to the Director. Issuing of BC Certificates to foreign ships. **6.** -(1) Applications for the issuing of BC Certificates to foreign ships under Article 7(2) of the Convention, shall follow, mutatis mutandis, this Procedure.

(2) The relevant fee for the issuing of BC Certificates to foreign ships under this paragraph is set at EURO 150 (inclusive of postages).

(3) An application for the issuing of a BC Certificate to a foreign ship under this paragraph, shall be accompanied by a copy of the Certificate of Registration of such a ship. Applications under this paragraph shall be made in the form illustrated in **Annex C** to this Procedure.

Annex C

ANNEX A

(paragraph 2(2) of the Procedure)

MODEL APPLICATION FOR ISSUING A BC CERTIFICATE

to be submitted, as the case may be, either by the Authorised Legal Representative of the shipowner/ or by an empowered Officer of the Shipowning Company/ or by an empowered Officer of the Shipmanagement Company/ or by the Bareboat Charterer

[Letterhead of the Applicant^{*}]

[Date]

Director Department of Merchant Shipping Limassol

Dear Sir,

Subject: <u>Issue of a Certificate of Insurance or other Financial Security in respect of Civil</u> <u>Liability For Bunker Oil Pollution Damage with regard to [Vessel's Name],[Call</u> <u>Sign], [RCS Number, if known]</u>

- 1. We wish to refer to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001 ratified by the Republic of Cyprus by Law 19(III)/2004 (hereinafter "the Law") and to request on behalf of [Enter Name of Company in whose ownership the vessel is registered] (hereinafter referred as the "Company"), the issue of a Certificate of Insurance or other Financial Security for Bunker Oil Pollution Damage (hereinafter referred to as the "Certificate") in respect of the subject vessel duly registered under the Cyprus flag in the ownership of the said Company.
- 2. For this purpose we enclose herewith:
 - (a) Certificate Furnished as Evidence of Insurance Pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001, (hereinafter referred as "Evidence") issued by [Enter the name of the Assurance <u>Association issuing the certificate</u>] on the [date of issue of the Evidence], attesting that there is in force in respect of the subject vessel a policy of insurance for the period between [Cover commencement date] and [Cover expiry date];
 - (b) The amount of Euro 51,26 for the prescribed fee.
- 3. We have been instructed to declare on behalf of the said Company that it undertakes to immediately notify you in the event of any changes, alterations or other reasons whatsoever which may cancel, cause or constitute the Evidence null and void and that it further understands that the Certificate will cease to be valid as from the time the Evidence ceases to be in force. In such eventuality the Company undertakes to forthwith return to you the Certificate.

^{*} To be printed on the official letterhead of the Applicant.

Furthermore the Company undertakes to return, within 15 days, the Certificate to you or deposit it with the nearest Diplomatic Mission or Honorary Consular Officer of the Republic of Cyprus, for onwards transmission to you, in case:

- (a) the subject vessel ceases to be registered in the ownership of the Company;
- (b) the Certificate has been terminated.
- 4. We have been further instructed to declare that the Company has familiarized itself and has suitably instructed the Master and the crew of the vessel with the provisions of the Law and that it has noted that:
 - (a) failure to comply with the provisions of the Law constitutes an offence punishable by an administrative fine between 1, 708 Euro and 8, 543 Euro, depending on the seriousness of the contravention;
 - (b) under section 6(2) of the Law, the submission of fraudulent or deceitful information for the purpose of obtaining a Certificate, constitutes a criminal offence punishable, on conviction, with a sentence of imprisonment of up to 2 years or a fine of up to 8, 543 Euro, or with both such sentences.

Yours faithfully,

ANNEX B

(paragraph 3(1) of the Procedure)

Indicative Table of Members to the International Group of P&I Clubs

(information verified with the official website of the International Group www.igpandi.org)

- American Steamship Owners Mutual Protection and Indemnity Association, Inc
- Assuranceforeningen Gard
- Assuranceforeningen Skuld
- The Britannia Steam Ship Insurance Association Limited
- The Japan Ship Owners' Mutual Protection & Indemnity Association
- The London Steam-Ship Owners' Mutual Insurance Association Limited
- The North of England Protection & Indemnity Association
- The Shipowners' Mutual Protection & Indemnity Association (Luxembourg)
- The Standard Steamship Owners' Protection & Indemnity Association (Bermuda) Limited
- The Steamship Mutual Underwriting Association (Bermuda) Limited
- The Swedish Club
- United Kingdom Mutual Steam Ship Assurance Association (Bermuda) Limited
- The West of England Ship Owners Mutual Insurance Association (Luxembourg)

ANNEX C

(paragraph 6(3) of the Procedure)

MODEL APPLICATION FOR ISSUING A BC CERTIFICATE TO A FOREIGN SHIP

to be submitted, as the case may be, either by the Authorised Legal Representative of the shipowner/ or by an empowered Officer of the Shipowning Company/ or by an empowered Officer of the Shipmanagement Company/ or by the Bareboat Charterer

[Letterhead of the Applicant^{*}]

[Date]

Director Department of Merchant Shipping Limassol

Dear Sir,

Subject: <u>Issue of a Certificate of Insurance or other Financial Security in respect of Civil</u> <u>Liability For Bunker Oil Pollution Damage with regard to [Vessel's Name],</u> [Flag], [Call Sign], [IMO Number]

- 1. We wish to refer to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001 ratified by the Republic of Cyprus by Law 19(III)/2004 (hereinafter "the Law") and to request on behalf of [Enter Name of Company in whose ownership the vessel is registered] (hereinafter referred as the "Company"), the issue of a Certificate of Insurance or other Financial Security for Bunker Oil Pollution Damage (hereinafter referred to as the "Certificate") in respect of the subject vessel duly registered under the [Enter the Country whose flag the vessel is flying] in the ownership of the said Company.
- 2. For this purpose we enclose herewith:
 - (a) Certificate Furnished as Evidence of Insurance Pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001, (hereinafter referred as "Evidence") issued by [Enter the name of the Assurance <u>Association issuing the certificate</u>] on the [date of issue of the Evidence], attesting that there is in force in respect of the subject vessel a policy of insurance for the period between [Cover commencement date] and [Cover expiry date];
 - (b) A copy of the Certificate of Registration of the vessel;
 - (c) The amount of Euro 150,00 for the prescribed fee.

^{*} To be printed on the official letterhead of the Applicant.

3. We have been instructed to declare on behalf of the said Company that it undertakes to immediately notify you in the event of any changes, alterations or other reasons whatsoever which may cancel, cause or constitute the Evidence null and void and that it further understands that the Certificate will cease to be valid as from the time the Evidence ceases to be in force. In such eventuality the Company undertakes to forthwith return to you the Certificate.

Furthermore the Company undertakes to return, within 15 days, the Certificate to you or deposit it with the nearest Diplomatic Mission or Honorary Consular Officer of the Republic of Cyprus, for onwards transmission to you, in case:

- (a) the subject vessel ceases to be registered in the ownership of the Company;
- (b) the Certificate has been terminated.
- 4. We have been further instructed to declare that the Company has familiarized itself and has suitably instructed the Master and the crew of the vessel with the provisions of the Law and that it has noted that:
 - (a) failure to comply with the provisions of the Law constitutes an offence punishable by an administrative fine between 1, 708 Euro and 8, 543 Euro, depending on the seriousness of the contravention;
 - (b) under section 6(2) of the Law, the submission of fraudulent deceitful information for the purpose of obtaining a Certificate, constitutes a criminal offence punishable, on conviction, with a sentence of imprisonment of up to 2 years or a fine of up to 8, 543 Euro, or with both such sentences.

Yours faithfully,

DMS version June 2008

ANNEX A

(paragraph 2(2) of the Procedure)

MODEL APPLICATION FOR ISSUING A BC CERTIFICATE

to be submitted, as the case may be, either by the Authorised Legal Representative of the shipowner/ or by an empowered Officer of the Shipowning Company/ or by an empowered Officer of the Shipmanagement Company/ or by the Bareboat Charterer

[Letterhead of the Applicant^{*}]

[Date]

Director Department of Merchant Shipping Limassol

Dear Sir,

Subject: <u>Issue of a Certificate of Insurance or other Financial Security in respect of</u> <u>Civil Liability For Bunker Oil Pollution Damage with regard to [Vessel's</u> <u>Name],[Call Sign], [RCS Number, if known]</u>

- 1. We wish to refer to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001 ratified by the Republic of Cyprus by Law 19(III)/2004 (hereinafter "the Law") and to request on behalf of [Enter Name of <u>Company in whose ownership the vessel is registered</u>] (hereinafter referred as the "Company"), the issue of a Certificate of Insurance or other Financial Security for Bunker Oil Pollution Damage (hereinafter referred to as the "Certificate") in respect of the subject vessel duly registered under the Cyprus flag in the ownership of the said Company.
- 2. For this purpose we enclose herewith:
 - (a) Certificate Furnished as Evidence of Insurance Pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001, (hereinafter referred as "Evidence") issued by [Enter the name of the Assurance Association issuing the certificate] on the [date of issue of the Evidence], attesting that there is in force in respect of the subject vessel a policy

^{*} To be printed on the official letterhead of the Applicant.

of insurance for the period between [Cover commencement date] and [Cover expiry date];

- (b) The amount of Euro 51,26 for the prescribed fee.
- 3. We have been instructed to declare on behalf of the said Company that it undertakes to immediately notify you in the event of any changes, alterations or other reasons whatsoever which may cancel, cause or constitute the Evidence null and void and that it further understands that the Certificate will cease to be valid as from the time the Evidence ceases to be in force. In such eventuality the Company undertakes to forthwith return to you the Certificate.

Furthermore the Company undertakes to return, within 15 days, the Certificate to you or deposit it with the nearest Diplomatic Mission or Honorary Consular Officer of the Republic of Cyprus, for onwards transmission to you, in case:

- (a) the subject vessel ceases to be registered in the ownership of the Company;
- (b) the Certificate has been terminated.
- 4. We have been further instructed to declare that the Company has familiarized itself and has suitably instructed the Master and the crew of the vessel with the provisions of the Law and that it has noted that:
 - (a) failure to comply with the provisions of the Law constitutes an offence punishable by an administrative fine between 1, 708 Euro and 8, 543 Euro, depending on the seriousness of the contravention;
 - (b) under section 6(2) of the Law, the submission of fraudulent or deceitful information for the purpose of obtaining a Certificate, constitutes a criminal offence punishable, on conviction, with a sentence of imprisonment of up to 2 years or a fine of up to 8, 543 Euro, or with both such sentences.

Yours faithfully,

ANNEX C

(paragraph 6(3) of the Procedure)

MODEL APPLICATION FOR ISSUING A BC CERTIFICATE TO A FOREIGN SHIP

to be submitted, as the case may be, either by the Authorised Legal Representative of the shipowner/ or by an empowered Officer of the Shipowning Company/ or by an empowered Officer of the Shipmanagement Company/ or by the Bareboat Charterer

[Letterhead of the Applicant^{*}]

[Date]

Director Department of Merchant Shipping Limassol

Dear Sir,

Subject: <u>Issue of a Certificate of Insurance or other Financial Security in respect of</u> <u>Civil Liability For Bunker Oil Pollution Damage with regard to [Vessel's</u> <u>Name], [Flag], [Call Sign], [IMO Number]</u>

- 1. We wish to refer to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001 ratified by the Republic of Cyprus by Law 19(III)/2004 (hereinafter "the Law") and to request on behalf of [Enter Name of Company in whose ownership the vessel is registered] (hereinafter referred as the "Company"), the issue of a Certificate of Insurance or other Financial Security for Bunker Oil Pollution Damage (hereinafter referred to as the "Certificate") in respect of the subject vessel duly registered under the [Enter the Country whose flag the vessel is flying] in the ownership of the said Company.
- 2. For this purpose we enclose herewith:
 - (a) Certificate Furnished as Evidence of Insurance Pursuant to Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage of 2001, (hereinafter referred as "Evidence") issued by [Enter the name of the Assurance Association issuing the certificate] on the [date of issue of the

^{*} To be printed on the official letterhead of the Applicant.

<u>Evidence</u>], attesting that there is in force in respect of the subject vessel a policy of insurance for the period between [Cover commencement date] and [Cover expiry date];

- (b) A copy of the Certificate of Registration of the vessel;
- (c) The amount of Euro 150,00 for the prescribed fee.
- 3. We have been instructed to declare on behalf of the said Company that it undertakes to immediately notify you in the event of any changes, alterations or other reasons whatsoever which may cancel, cause or constitute the Evidence null and void and that it further understands that the Certificate will cease to be valid as from the time the Evidence ceases to be in force. In such eventuality the Company undertakes to forthwith return to you the Certificate.

Furthermore the Company undertakes to return , within 15 days, the Certificate to you or deposit it with the nearest Diplomatic Mission or Honorary Consular Officer of the Republic of Cyprus, for onwards transmission to you, in case:

(a) the subject vessel ceases to be registered in the ownership of the Company;

- (b) the Certificate has been terminated.
- 4. We have been further instructed to declare that the Company has familiarized itself and has suitably instructed the Master and the crew of the vessel with the provisions of the Law and that it has noted that:
 - (a) failure to comply with the provisions of the Law constitutes an offence punishable by an administrative fine between 1, 708 Euro and 8, 543 Euro, depending on the seriousness of the contravention;
 - (b) under section 6(2) of the Law, the submission of fraudulent deceitful information for the purpose of obtaining a Certificate, constitutes a criminal offence punishable, on conviction, with a sentence of imprisonment of up to 2 years or a fine of up to 8, 543 Euro, or with both such sentences.

Yours faithfully,