

## APPLICATION FORM OWNERS' FIXED PREMIUM P&I COVER AND FD&D COVER

# TO: THE LONDON STEAM-SHIP OWNERS' MUTUAL INSURANCE ASSOCIATION LIMITED (the 'Association') a company limited by guarantee and not having a share capital registered in England under number 10341 whose registered office is at 50 Leman Street, London E1 8HQ.

We the undersigned person(s) and/or company (ies) hereby request cover under the Association's Owners' Fixed Premium P&I Cover Policy Terms & Conditions ('Fixed Premium P&I Policy') and (if applicable) FD&D cover under the Class 8 Rules, on the terms set out in the Association's Quotation in respect of the Ship(s) detailed below, subject to any modifications as may have been agreed by the Association in writing.

NAME OF SHIP		GROSS TONNAGE
YARD AND COUNTRY OF BUILD		YEAR OF BUILD
CLASSIFICATION SOCIETY	IMO NUMBER	CALL SIGN
TYPE OF SHIP	FLAG / PORT OF REGISTRY	NUMBER OF CREW
FLEET		

TYPE OF COVER	APPLICABLE (YES / NO)	IF APPLICABLE, COVER TO COMMENCE AT NOON ON:
FIXED PREMIUM P&I		
POLICY		
FD&D		

## **DETAILS OF ASSURED**

Interest of Assured (Owner/Bareboat Charter etc.)	
Full Corporate Name	
Trading Name (if different)	
Country of Incorporation	
Registered Address	
Principal Place of Business (if different to above)	
Name of principle contact / Title	
Email Address / Phone Number	

### **DETAILS OF CO- ASSUREDS**

Interest of Co-Assured (Manager/Operator/ Owner etc.)	
Full Corporate Name	
Trading Name (if different)	
Country of Incorporation	
Registered Address	
Principal Place of Business (if different to above)	

Interest of Co-Assured (Manager/Operator/ Owner etc.)	
Full Corporate Name	
Trading Name (if different)	
Country of Incorporation	
Registered Address	
Principal Place of Business (if different to above)	

#### **DETAILS OF OTHER ASSUREDS**

Interest of Other Assureds	
Full Corporate Name	
Trading Name (if different)	
Country of Incorporation	
Registered Address	
Principal Place of Business (if different to above)	

Interest of Other Assureds	
Full Corporate Name	
Trading Name (if different)	
Country of Incorporation	
Registered Address	
Principal Place of Business (if different to above)	

If there are additional co-assureds or other assureds please complete a supplementary form.

Please note that in order that we may complete our 'know your customer' checks we may need to contact you for additional information prior to confirmation of cover. In such situations we will contact you within 10 days of receipt of your application.

Has another P&I Club or underwriter declined to issue or renew cover, or imposed special terms on the vessel named on Page 1 of this application?	Yes / No
If yes, please provide full details of the circumstances of the declinature, or special terms in an accompanying note in order that we may consider cover.	

#### **IMPORTANT INFORMATION**

1. **Contact Details for Important Communications** - As part of the contract of insurance, we require contact details of the person with a controlling interest of the Assured. In addition, and as part of the service we provide, it is necessary to send circulars, loss prevention and News Alerts (including sanctions updates) to our membership. At least one person should be nominated within your organisation to receive this information and who has responsibility for circulating that information to the appropriate persons. The Association recommends that this will include the operations and/or post-fixture department and the legal/insurance claims team.

Name and email address of person(s) to whom circulars and loss prevention material should be sent:

a.\_\_\_\_\_ b.\_\_\_\_

с.

Name and contact details of individual/department to whom all communications relating to payments should be issued:

From time to time we may contact you to update the contact details we hold for you. You can update these details at any time by contacting your preferred Club contact, via our website, or by emailing, <u>privacy@londonpandi.com</u>.

We may also contact you electronically to invite you to our business events and send you marketing information. You may unsubscribe to receiving such material at any time by selecting "unsubscribe" in any electronic marketing communications we send you.

- 2. Terms and expressions defined in the Fixed Premium P&I Policy and if applicable the Class 8 Rules ('the FD&D Rules') of the Association have the same meaning when used in this Application Form.
- 3. Return of this Application Form to the Association does not constitute acceptance by or on behalf of the Association of this application.
- 4. Data Transfer The Association processes personal data, particularly when handling personal injury and illness files. We have therefore implemented the EU's General Data Protection Regulation (GDPR) into our operations. A copy of the Association's privacy notice is available at <u>www.londonpandi.com</u> which includes information on how we share and transfer data which includes transfer outside the EEA.

Under GDPR, the Association considers that the relationship between Assured and Association is that of independent controllers. The Association and Assured may use some common data but we each independently determine the purpose and basis on how we use and store it. By entering into this contract of insurance, the Assured therefore agrees to comply with all data protection legislation that apply within their jurisdiction, such as GDPR.

The Association's cover includes employer liability cover for the Assureds' seafarers whilst they are at sea. The Association is permitted to process personal data as processing is necessary for the performance of the contract. As the Association has no direct contract with the Assured's seafarers, it relies on the Assured providing its seafarers with a privacy notice that informs them that their personal data may be shared with the Association, its reinsurers, correspondent network and medical facilities etc. in connection with a seafarer's illness or injury claim. We may ask to see a copy of the Assured's privacy notice to ensure that the Association can process that data legitimately.

5. Information about the Association, its services and remuneration – The contract(s) of insurance applicable to this application are underwritten by, and cover will be provided by, The London Steam-Ship Owners' Mutual Insurance Association Limited, trading as The London P&I Club. Registered in England No 10341. Registered Office: 50 Leman Street, London, E1 8HQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The law applicable to all contracts of insurance underwritten by the Association is the law of England and Wales.

The Association offers no advice on the suitability of the product suitability of P&I and FD&D Cover for your business. Details of the cover provided are included in the Owners' Fixed Premium P&I Cover Terms & Conditions and Class 8 Rules.

To avoid any conflicts of interest the Association and its Managers' employees do not receive any remuneration resulting from the sale of any contract of insurance.

- 6. **Fleets** Where the box above marked "Fleet" is filled in, this means that, pursuant to Section F5 of the Fixed Premium P&I Policy and Rule 24 of the FD&D Rules (if applicable), the application in respect of this Ship is made or deemed to be made on terms that it forms part of the specified fleet named above (the "Fleet") and the Association shall, should it accept the application, deal with the cover of this Ship in combination with the other Ships within the Fleet and not individually, in consideration for which the Assured (and all Assureds within each such Fleet) shall accept joint and several liability to pay all amounts due to the Association by way of Premiums, Calls or otherwise in respect of all Ships within that Fleet.
- 7. Declaration The Assured first named above acknowledges and agrees that it will provide copies of the Association's policy documentation to all parties within an interest in the Contract of Insurance applied for. By signing and submitting this Application Form the signatory represents and warrants to the Association and the Managers that he/she is duly authorised to do so for and on behalf of the Assured and each Co-Assured and Other Assured named in this Application Form each of which hereby acknowledges and agrees that the application in respect of any contract of insurance of the Association is subject to the Terms & Conditions of the said Policy and the Owners' Fixed Premium P&I Cover Terms & Conditions and, where applicable, the FD&D Rules, (save to the extent that the Rules or any part of them are expressly excluded or amended as agreed in writing) each of which shall be binding on every Assured in accordance with their respective terms.

SIGNATURE OF OR ON BEHALF OF ASSURED

CAPACITY (Director, Authorised Agent etc.) DATE

NAME (please print)

COMPANY NAME