The Power Front Ship Owner Mutual Insurance Association
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APPLICATION FORM

Blue Card Application

Request for Blue Cards and letter of undertaking.

Date of this Agreement	

Dear Sirs,

Vessel name(s)	
Applicable Conventions / Regimes	☐ [A] ☐ [B] ☐ [C] ☐ [D]

In consideration of the Club, upon our request and prior to entry in the Club of the above Vessels being concluded for the next policy year, providing Blue Cards so as to satisfy the certification requirements applicable to such Vessels pursuant to any or all of the following Conventions and to ensure that such Vessels are able to trade without delay and without the risk of penalties or fines for failing to satisfy such certification requirements [please indicate which blue cards are needed by specifying A and/or B, C, D, as appropriate, after the name of each vessel listed above]:

A. Article VII of the International Convention on Civil Liability for Oil Pollution Damage 1969 and 1992 (CLC);

B. Article 7 of the International Convention on Civil Liability for Bunker Oil Pollution Damage 2001 (Bunkers Convention);

C. Article 4bis of the Athens Convention, 2002 relating to the Carriage of Passengers and their Luggage by Sea, 2002 (non-war only) or Regulation 292/2009/EC 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 (PLR non-war only);

D. Article 12 of the Nairobi International Convention on the Removal of Wrecks, 2007.

We hereby agree that:

1) we warrant that it is our intention to enter the above Vessels in the Association for the policy year, and,

2) if we do not effect such entry we will indemnify the Club and hold it harmless in respect of any and all liabilities, losses, damages, risks, costs or expenses which it may suffer or incur under the terms of the Blue Cards or as a direct or indirect consequence of issuing the Blue Cards including any liability the Club may incur under any applicable international compensation regime or implementing domestic legislation;

3) this letter of undertaking shall be governed by and construed in accordance with English law and any claim, dispute, legal action or proceeding arising out of or in connection with this letter of undertaking shall be subject to the exclusive jurisdiction of the High Court of Justice in London;

4) when called upon to do so, we will instruct solicitors in London to accept, on behalf of the Owners of any of the above Vessels, service of proceedings issued on behalf of the Club in connection with this letter of undertaking.

In consideration of the Club agreeing to issue a “Blue Card”, whether or not prior to entry in the Club of the above vessel being concluded, at the request of the Owner or their agent, in support of a Bunker Convention, Wreck Removal Convention and/or CLC certificates, we hereby agree that, where any payment by the Association under any such certificate is in respect of war risks, we will indemnify the Club to the extent that such payment is recoverable under the Owner’s P&I war risks policy, or would have been recoverable if the Owner had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy, and, further, we agree to assign to the Club all the rights of the Owner under such insurance and against any third party.

Dated	
Signed	
Company Position	

Signed by Member on behalf of the Member, Joint Members and all Co-assureds (if not signed by Member must be signed by an authorised signatory of the Member, Joint Members and Co-assureds).