



▶ MARITIME LABOUR CONVENTION CERTIFICATES CLAUSE **SHIPOWNERS**

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1. Subject only to the other provisions of this MLC Certificates Clause ("Certificates Clause"), we shall discharge and pay on your behalf under the 2006 Maritime Labour Convention as amended (MLC 2006) or domestic legislation by a State Party implementing MLC 2006:
 - (a) Liabilities in respect of outstanding wages and repatriation of a seafarer together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and
 - (b) Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.
 - (c) accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.
2. When we make a payment to a seafarer under the Certificates Clause we shall , in accordance with MLC 2006 acquire by subrogation, assignment or otherwise the rights which the seafarer would have enjoyed and in addition we have a right to seek reimbursement of such payments from the Assured and/or Joint Assureds save to the extent that such payment is in respect of liabilities, costs or expenses which are recoverable under the Policy.
3. There shall be no payment under paragraph 1(a) or paragraph 1(b) if and to the extent that the liability, cost or expense is recoverable under any social security scheme or fund, separate insurance or any other similar arrangement.
4. We shall not discharge or pay any liabilities, costs or expenses under paragraph 1(a) or paragraph 1(b), irrespective of whether a contributory cause of the same being incurred was any neglect on your part or on the part of your servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to by or arise from:
 - (a) Any chemical, biological, bio-chemical or electromagnetic weapon,
 - (b) The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.
5. The Certificates Clause may be cancelled in respect of War Risks by us on 30 days' notice to you (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).

- (a) Whether or not such notice of cancellation has been given the Certificates Clause hereunder shall terminate automatically in respect of the War Risks:
 - (i) Upon the outbreak of war (whether there be a declaration of war or not) between any of the following:

United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China;
 - (ii) In respect of any ship, in connection with which cover is granted hereunder, in the event of such ship being requisitioned either for title or use.
 - (b) The Certificates Clause excludes loss, damage, liability or expense arising from:
 - (i) The outbreak of war (whether there be a declaration of war or not) between any of the following: the UK, the USA, France, The Russian Federation, the People's Republic of China;
 - (ii) Requisition for title or use.
6. The Certificates Clause shall be subject to the Sanctions and Nuclear Risks exclusions in your Policy.
7. Without prejudice to paragraph 5, cover under the Certificates Clause shall cease 30 days after notice of termination in accordance with either Regulation 2.5, Standard A2.5.2.11 or Regulation 4.2, Standard A4.2.12.
8. Any dispute arising out of or in connection with the Certificates Clause shall be resolved in accordance with the Dispute Resolution and Governing Law sections in your Policy.
9. For the purpose of the Certificates Clause:
- “You or your” means any insured party who is liable for the payment of calls, contributions, premium or other sums due under your Policy.
- “Seafarer” shall have the same meaning as in MLC 2006.
- “War Risks” means the risks set out in the Definitions section of your policy.