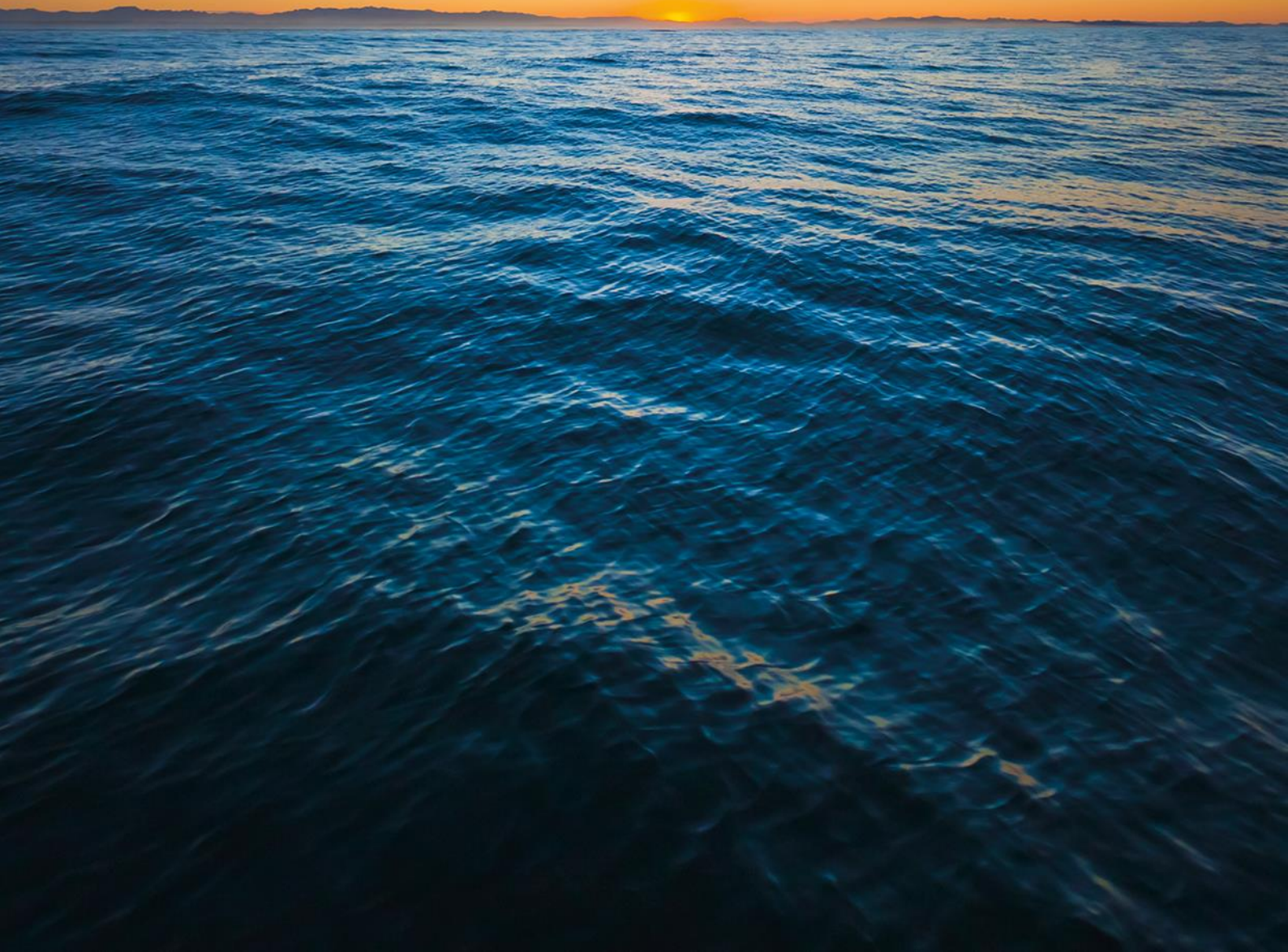


# Maritime Labour Convention (MLC) Extension Clause For Policies Issued in Hamburg

1 December 2016



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## § 1 Coverage

In accordance with the requirements of the Maritime Labour Convention 2006 as amended the insurers hereunder will on behalf of the Assured reimburse the seafarer losses occurring during the Policy Period in regards to the following:

- a. Outstanding wages and repatriation together with costs and expenses incidental thereto in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5
- b. For death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B.2

## § 2 Warranties

The Assured shall reimburse the Insurers in full for any payments made under 1.a) and 1.b) unless such payment would have been recoverable under §13 of the General Insurance Conditions.

## § 3 Exclusions

- a. There shall be no payment hereunder where reimbursement is available under any so-cial security scheme or where there is any other party providing a certificate for the purposes of the requirements of Regulation 2.5.2. Standard A2.5.2 and/or Regulation 4.2. Standard A4.2. Paragraph 1(b) of the Maritime Labour Convention 2006 as amended.

Where reimbursement is available elsewhere as described above coverage hereunder shall always be subsidiary.

- b. There shall be no cover of any loss either directly or indirectly resulting from Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Nuclear reaction, nuclear radiation or radioactive contamination, or the dispersal or application of pathogenic, toxic, or poisonous biological or chemical elements under any circumstance, including but not limited to:
- c.
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;

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- (v) any chemical, biological, bio-chemical, or electromagnetic weapon.
  - d. In no case shall this insurance cover loss, damage, liability or expense directly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any electronic system.

The above shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system computer software program, or any electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

- e. In regards to War risk the following exclusions apply
  - (i) Requisition or pre-emption
  - (ii) capture, seizure, arrest, restraint, detainment, confiscation or expropriation by or under the order of the government or any public or local authority of the country in which the Vessel is owned or registered
  - (iii) arrest, restraint, detainment, confiscation or expropriation under quarantine regulations or by reason of infringement of any customs or trading regulations
  - (iv) the operation of ordinary judicial process, failure to provide security or to pay any fine or penalty or any financial cause
  - (v) loss, damage, liability or expense arising from 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.
- f. No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Germany, United Kingdom or United States of America

## § 4 Cancellation provisions

- a. This extension shall cease upon the natural expiry of the underlying P&I Cover or upon a 30 days' notice of termination given by Insurers to the Assured and to the competent authority of the flag state in accordance with Regulation 2.5, Standard A2.5.2.11 and/or Regulation 4.2, Standard A4.2.12 whereupon the liability of the insurers hereunder shall cease as from the date of expiry of such period of notice.
- b. In regards to war risks this extension may be cancelled by the Insurer giving 30 days notice to the Assured. Such Cancellation shall become effective on the expiry of 30 days from midnight (GMT) of the day on which the notice of cancellation was given.
- c. In regards to war risks this extension shall terminate automatically:
  - (i) upon 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;

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- (ii) in respect of any ship if she is requisitioned either for title or use.

## § 5 Applicable Law, Arbitration Agreement and Jurisdiction

Any dispute arising out of or in connection with this extension shall be resolved in accordance with §42 of the General Insurance Conditions.

## § 6 Definitions

- Insurer : The company(ies) as listed under "Security" on the individual policy schedule.
- Assured (as under 1.) : As per MLC Article III paragraph (j)
- Assured (as under 2.) : Any party liable for the premium as per General Insurance Conditions
- Seafarer : As per MLC Article III paragraph (f)

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