

## MARITIME LABOUR CONVENTION ENDORSEMENT 2016 (“MLC Endorsement”)

1. The Insurer shall discharge and pay on the Insured’s behalf under the 2006 Maritime Labour Convention as amended (“MLC 2006”) or domestic legislation by a member state implementing MLC 2006:
  - a) liabilities in respect of outstanding wages and repatriation of a Member of the Crew 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 Member of the Crew for death or long-term disability in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2, providing that:

any payment by the Insurer under Clause 6.6.2 of the policy shall be free of deductible.
2. When the Insured makes a payment to a Member of the Crew under this MLC Endorsement the Insurer shall, in accordance with MLC 2006, acquire by subrogation, assignment or otherwise the rights which the Member of the Crew would have enjoyed and in addition the Insurer has a right to seek reimbursement of such payments from the Insured and/or Joint Insured(s) save to the extent that such payment is in respect of liabilities, costs or expenses which are recoverable under the policy and the Certificate of Insurance.
3. The Insured shall reimburse the Insurer in full for any sums, including costs and expenses, paid by the Insurer under this MLC Endorsement, which exceed the amounts that the Insured would have been able to recover from the Insurer under the policy and the Certificate of Insurance.
4. The Insurer will not make any payment under this MLC Endorsement 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.
5. The Insurer shall not discharge or pay any liabilities, costs or expenses under this MLC Endorsement, irrespective of whether a contributory cause of the same being incurred was any neglect on the part of the Insured or the Insured’s servants or agents, where such liabilities, costs or expenses were directly or indirectly caused by or contributed to or arise from:
  - a) any chemical, biological, bio-chemical or electromagnetic weapon; or
  - 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.
6. This MLC Endorsement may be cancelled in respect of War Risks by the Insurer on 30 days’ notice to the Insured (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, this MLC Endorsement 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 United Kingdom, United States of America, France, the Russian Federation, the People’s Republic of China; or

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- ii. in respect of any Insured Ship, in the event of such Insured Ship being requisitioned either for title or use.
  - b) There shall be no recovery or payment under this MLC Endorsement in respect of any 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 United Kingdom, the United States of America, France, The Russian Federation, the People’s Republic of China; or
    - ii. requisition for title or use.
- 7. This MLC Endorsement shall be subject to the conditions, limitations, exclusions and other provisions set out in the policy and the Certificate of Insurance.
- 8. Without prejudice to Clause 5 of this MLC Endorsement, cover under this MLC Endorsement 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.