

ANNEX 1

CERTIFICATE OF INSURANCE OR OTHER FINANCIAL SECURITY IN RESPECT OF SHIPOWNERS' LIABILITY AS REQUIRED UNDER REGULATION 4.2 STANDARD A4.2 PARAGRAPH 1 (b) OF THE MARITIME LABOUR CONVENTION 2006 AS AMENDED

Name of Ship:

Port of Registry:

Call sign:

IMO number of the ship:

Name, full address and website of the provider of insurance or other financial security:

Contact details of the persons or entity responsible for handling seafarers' request for relief:

Name of the shipowner on whose behalf financial security has been provided:

Period of validity of the financial security: _____ to _____

THIS IS TO CERTIFY that there is in force a policy of insurance or other financial security in respect of the above-named ship while in the above ownership which meets the financial security requirements of Standard A4.2 paragraph 1(b) of the Maritime Labour Convention 2006 as Amended, where it is in force and applicable

Provided always that the insurer or provider of financial security may cancel this Certificate in accordance with Standard A4.2.12 by giving at least 30 days' written notice to the competent authority of the flag state whereupon the liability of the insurer hereunder shall cease as from the date of expiry of the said period of notice but only as regards events arising thereafter.

The policy of insurance is subject to certain conditions and limitations details of which can be found on the provider's website under "Maritime Labour Convention Extension Clause 2016".

This certificate has been issued for and on behalf of the above-named provider of insurance or other financial security.

Date:

Authorised Signatory

By
[Managers of the above Association]

ANNEX 2

CERTIFICATE OF INSURANCE OR OTHER FINANCIAL SECURITY IN RESPECT OF SEAFARER REPATRIATION COSTS AND LIABILITIES AS REQUIRED UNDER REGULATION 2.5.2, STANDARD A2.5.2 OF THE MARITIME LABOUR CONVENTION 2006, AS AMENDED

Name of Ship:

Port of Registry:

Call sign:

IMO number of the ship:

Name, full address and website of the provider of insurance or other financial security:

Contact details of the persons or entity responsible for handling seafarers' request for relief:

Name of the shipowner on whose behalf financial security has been provided:

Period of validity of the financial security: _____ to _____

THIS IS TO CERTIFY that there is in force a policy of insurance or other financial security in respect of the above-named ship while in the above ownership which meets the financial security requirements of Regulation 2.5 paragraph 2 of the Maritime Labour Convention 2006 as Amended, where it is in force and applicable.

Provided always that the insurer or provider of financial security may cancel this Certificate in accordance with Standard A2.5.2.11 by giving at least 30 days' written notice to the competent authority of the flag State whereupon the liability of the insurer hereunder shall cease as from the date of expiry of the said period of notice but only as regards events arising thereafter.

The policy of insurance is subject to certain conditions and limitations details of which can be found on the provider's website under "Maritime Labour Convention Extension Clause 2016".

This certificate has been issued for and on behalf of the above-named provider of insurance or other financial security.

Date:

Authorised Signatory

By
[Managers of the above Association]

ANNEX 3

MARITIME LABOUR CONVENTION EXTENSION CLAUSE 2016

1. Subject only to the other provisions of this MLC Extension (“the Extension”), the Association shall discharge and pay on the Member’s 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.
2. The Member shall reimburse the Association in full:
 - (a) any claim paid under paragraph 1(a) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Rule 2, Sections 2, 3, 4(A), or 6, and
 - (b) any claim paid under paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Rule 2, Sections 2 or 3.
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. The Association 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 the part of the Member or the Member’s 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 system, computer software programme, computer virus or process, or any other electronic system.
5.
 - (a) The Extension may be cancelled in respect of War Risks by the Association on 30 days’ notice to the Member (such cancellation becoming effective on the expiry of 30 days from midnight of the day on which notice of cancellation is issued).
 - (b) Whether or not such notice of cancellation has been given the Extension 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.
 - (c) The Extension 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 Extension shall be subject to Rules 5(F) and 5(V).

7. Without prejudice to paragraph 5, cover under the Extension shall cease 30 days after notice of termination in accordance with 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 Extension shall be resolved in accordance with Rule 40.
9. For the purpose of the Extension:
 - “Member” means any insured party who is liable for the payment of calls, contributions, premium or other sums due under the terms of entry.
 - “Seafarer” shall have the same meaning as in MLC 2006.
 - “War Risks” means the risks set out in Rule 5(E).