

ADDITIONAL COVER IN RESPECT OF MARITIME LABOUR CONVENTION

1. Pursuant to the 2006 Maritime Labour Convention as amended (MLC 2006) or any corresponding national enactment of a state party to the MLC 2006, and subject only to the other provisions of this additional cover, the insurer shall discharge and pay on behalf of the policyholder:
 - a. Liabilities in respect of outstanding wages and other entitlements, expenses (including repatriation) and essential needs of a crew member in accordance with Regulation 2.5, Standard A2.5 and Guideline B2.5; and
 - b. Liabilities in respect of compensation in the event of the death or long-term disability of a crew member in accordance with Regulation 4.2, Standard A4.2 and Guideline B4.2.
2. The policyholder shall however be liable to reimburse the insurer in full in respect of any claim paid under paragraph 1(a) or paragraph 1(b) save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Clause 3 of the above referred Alandia P&I Insurance Terms & Conditions (Terms and Conditions).
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. Where the insurer has made such payment, the policyholder shall assign to the insurer all the rights of the policyholder under any such social security scheme or other insurance or national fund or other similar arrangement.
4. The insurer 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 policyholder or the policyholder'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, computer system, computer software programme, computer virus or process or any other electronic system.
5. a) This additional cover may be cancelled in respect of war risks by the insurer on 30 days' notice to the policyholder (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 this additional cover 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) This additional cover 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 United Kingdom, the United States of America, France, The Russian Federation, the People's Republic of China;
 - ii. Requisition for title or use.
6. Where any payment by the insurer under any certificate of financial security pursuant to MLC 2006 is in respect of war risks, the policyholder shall indemnify the insurer to the extent that such payment is recoverable under the Policyholder's P&I war risks policy, or would have been recoverable if the Policyholder had maintained and complied with the terms and condition of a standard P&I war risks insurance policy.
7. This additional cover shall be subject to Clauses 12.4 and 12.6 of the Terms and Conditions.
8. Without prejudice to paragraph 5, this additional cover 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 of the MLC 2006.
9. Any dispute arising out of or in connection with this additional cover shall be resolved in accordance with the Law and Jurisdiction clause included in this insurance policy.
10. For the purpose of this additional cover:

"Crew member" shall mean any person who is employed or engaged or works in any capacity on board a ship to which the MLC 2006 applies (ref. Article II, paragraph 1 (f) of MLC 2006)

"War risks" shall mean the risks set out in Clause 12.5 of the Terms & Conditions.