

البحرية للضمان واعادة الضمان ش.م.ل. AL-BAHRIAH INSURANCE & REINSURANCE S.A.L.

CAPITAL LL 2,250,000,000 FULLY PAID
R.C.B. 52770 TAX REG. N° 4666

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1.7 Liability of Crew – Maritime Labour Convention Extension Clause

- 1.7.1 Subject only to the other provisions of this Clause 1.7, the Insurer shall discharge and pay on the Insured's behalf under the Maritime Labour Convention 2006 as amended ("MLC 2006") or domestic legislation by a State Party implementing MLC 2006:
- 1.7.1.1 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
 - 1.7.1.2 Liabilities in respect of compensating a seafarer for death or long-term disability in accordance with Regulation 4.2, Standard A4.2.1 and Guideline B4.2.
- 1.7.2 The Insured shall reimburse the Insurer in full:
- 1.7.2.1 Any claim paid under Clause 1.7.1.1 save to the extent that such claim is in respect of liabilities, costs or expenses which but for MLC 2006 would otherwise be recoverable under Clause 1; and
 - 1.7.2.2 Any claim paid under Clause 1.7.1.2 save to the extent that such claim is in respect of liabilities, costs or expenses recoverable under Clause 1.
- 1.7.3 There shall be no payment under Clause 1.7.1.1 or Clause 1.7.1.2 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.
- 1.7.4 The Insurer shall not discharge or pay any liabilities, costs or expenses under Clause 1.7.1.1 or Clause 1.7.1.2, 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 by or arise from:
- 1.7.4.1 Any chemical, biological, bio-chemical or electromagnetic weapon;
 - 1.7.4.2 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.
- 1.7.5 This Clause 1.7 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).
- 1.7.6 Whether or not such notice of cancellation has been given, cover under this Clause shall terminate automatically in respect of War Risks:
- 1.7.6.1 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, Russian Federation or the People's Republic of China;

1.7.6.2 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.

1.7.7 This Clause 1.7 excludes loss, damage, liability or expense arising from:

1.7.7.1 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 or the People's Republic of China;

1.7.7.2 Requisition for title or use.

1.7.8 This Clause 1.7 shall be subject to Clause 25 and Clause 27 of Section C.

1.7.9 Without prejudice to cover under Clause 1.7.5, cover under this Clause 1.7 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 A4.2.1.12.

1.7.10 Any dispute arising out of or in connection with this Clause 1.7 shall be resolved in accordance with Clauses 4.4 and 4.5 of Section A.

1.7.11 For the purpose of this MLC Extension Clause "Seafarer" shall have the meaning as in the MLC 2006 and "War Risks" means the risks set out in Clause 24 of Section C.