



Maritime Labour Convention 2006 (MLC) - Indemnity Clause

Where the Ship(s)/Signer(s)/Assured(s)/Member(s) has failed to discharge a legal liability to pay damages or compensation for personal injury, illness or death of a crew member, or costs of repatriation under the Maritime Labour Convention 2006 or any materially similar enactment, the Association shall discharge or pay such claim on the Ship(s) / Signer(s) / Assured(s) / Member(s)' behalf directly to such crew member or dependents thereof, provided that:

- a. The crew member or dependent has no enforceable right of recovery against any other party and would otherwise be uncompensated;
- b. Any payment in respect of costs for personal injury, illness or death of a crew member, or costs of repatriation made under this provision shall be done by the Association as agent of the Ship(s)/Signer(s)/Assured(s)/Member(s) only, and the Ship(s)/Signer(s)/Assured(s)/Member(s) shall be liable to reimburse the Association for the full amount of such payment and that the Ship(s)/Signer(s)/Assured(s)/Member(s) agrees to this condition by accepting cover and/or paying premium;
- c. This Indemnity Clause shall apply strictly in accordance with their terms and conditions and only to the ship(s) stated in subject Certificates of Entry issued by the Association;
- d. The Ship(s)/Signer(s)/Assured(s)/Member(s) hereby undertakes to comply with all the MLC requirements, to meet all the obligations to crew members of stated ship(s) in full, as well as to fulfill the requirements of Maritime Labour Convention 2006 and as Amended;
- e. The Ship(s)/Signer(s)/Assured(s)/Member(s) hereby warrants that he is free from any unsettled crew liabilities or debts due to crew members of the stated ship as well as free from any crew claims;
- f. Any break of this Indemnity Clause arising from the Ship(s)/Signer(s)/Assured(s)/Member(s) will result in MLC Financial Security Certificate invalidation from the issuing date.