**Application for Certificates of Financial Security under Regulation 2.5 Standard A2.5.2 and Regulation 4.2,**

**Standard A4.2.1 paragraph1 (b) of the Maritime Labour Convention 2006 (as amended) (“MLC Certificates”)**

**pursuant to the Maritime Labour Convention Extension Clause 2016 (“MLC Extension Clause 2016”)**

**To: China Shipowners Mutual Assurance Association**

Member:

**Name of vessel IMO No. Call sign Port of Registry Flag Registered Owner**

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**Period of Validity of Certificates**

We request you to issue Certificates for the period noon GMT on xxx(date) to noon GMT on 20 February xxx(year)

**Undertakings**

1. We hereby undertake and agree that in consideration of the Association agreeing to issue the above Certificates at our request
2. we know of no events or claims which may give rise to a demand under the MLC Certificates;
3. We , all Joint Members and all Co-assureds will be bound by the terms of the MLC Extension Clause 2006;[[1]](#footnote-1)
4. where any payment by the Association under any such certificate is in respect of war risks, we will indemnify the Association to the extent that such payment is recoverable under the Member’s P&I war risks policy, or would have been recoverable if the Member had maintained and complied with the terms and conditions of a standard P&I war risks insurance policy,
5. to assign to the Association all the rights of the Member under any social security scheme, or other insurance or national fund or other similar arrangement where such scheme, insurance, national fund or arrangement applies in respect of all or any liabilities arising under the MLC Certificates;
6. 30 days from a notice to the Flag State of the termination thereof we shall take all necessary steps to remove the Certificates and any copies thereof from the Vessel(s) and return them to the Association.
7. we have the authority of all Co-assureds/Joint Members/Joint Entrants to make this request and to bind each of them to all the obligations under the MLC Extension Clause 2016 and hereunder

2 If we request you to issue MLC Certificates in respect of the above vessel(s) before the entry in the Association for the next Policy Year is agreed, we further undertake, in consideration thereof, that should such entry not be agreed we will indemnify the Association and hold it harmless in respect of any and all liabilities, losses, damages, risks, costs or expenses which it may suffer or incur as a direct or indirect consequence of issuing such MLC Certificates.

The above undertakings shall be governed by and construed in accordance with law of the People’s Republic of China and determined by arbitration in Beijing in accordance with Rule 29.

Dated:

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Signed by Member on behalf of the Member , all Joint Members and all Co-assureds

(if not signed by Member must be signed by authorised signatory of Member)

1. A copy of the MLC Extension Clause 2016 is to be found on the Association’s website [↑](#footnote-ref-1)