



Marine Circular

Nr. 03/ 2023, 06/06/2023

Subject: “Liability and Compensation regarding Claims for Death, Personal Injury and Abandonment of Seafarers - Maritime Labour Convention (MLC, 2006), amendments regulations 2.5 (repatriation) and 4.2 (shipowner’s liability)”

Ref.: (a) ILO Maritime Labour Convention 2006, as amended.

(b) IMO A.22 Res. 930, 17.12.2001 Guidelines on Provisions of Financial Security in Case of Abandonment of Seafarers.

(c) Code of Operation of the International Ships Registry of Guinea-Bissau, Chapter 8.3 Maritime Labour Convention 2006, as amended (MLC 2006).

To: Shipowners/Operators, Legal Representatives of G-B I.S.R. flagged Vessels, Deputy Registrars Authorized Offices, Recognized Organizations (ROs) and Seafarers on board G-B flagged vessels.

Summary: This Marine Circular provides the Guinea-Bissau International Ships Registry’s requirements with respect to the 2014 amendments to the Maritime Labour Convention, 2006 “MLC, 2006”. The concrete amendments contain standards for the financial protection of seafarers' entitlements when abandoned by the shipowner. In addition, the amendments of the Maritime Labour Convention provide minimum requirements for financial security (P&I Club or insurer) for compensation claims for the death or disability of seafarers due to occupational accidents, diseases, or hazards.

Objective

1. To provide the G-B I.S.R. priority requirements with respect to the amendments adopted to the I.L.O. Maritime Labour Convention 2014, with the aim to improve the protection of seafarers against financial risks in possible hazardous situations. In addition, it recommends measures to be implemented by shipowners to ensure the provision of an adequate financial security system for seafarers in case of abandonment.

Scope of Application

2. Shipowners are urged to comply with the below measures in respect of all seagoing ships, to which the MLC amendments apply.

Background

3. The 2014 ILO MLC amendments require that a financial security system be put in place to ensure that shipowners ensure compensation to seafarers and their families in the event of abandonment, death, or long-term disability due to an occupational injury, illness, or hazard. Mandatory certificates and other evidence are required to be carried on board ships to establish that the financial security system is in place to protect the seafarers working on board.



4. In particular in 2014, the International Labour Organization (ILO) adopted amendments to the MLC, 2006:
- Standard A2.5 was amended to require a financial security system to be provided to assist seafarers in the event of abandonment.
 - Standard A4.2 was amended to provide minimum requirements for financial security for compensation of contractual claims in the event of death or long-term disability of seafarers.
5. The concrete obligations under MLC 2006 require shipowners to have compulsory insurance to cover the abandonment of seafarers, as well as claims for death or long-term disability. The objective of the amendments authorized is to provide seafarers with direct access to compensation, sufficient coverage, and expedited financial assistance. Shipowners should arrange a financial security system that complies with the in reference mentioned IMO Guidelines. In addition, shipowners should display on board contact details of the persons or entity responsible for handling claims covered by these Guidelines.
6. The 2014 amendments to the MLC 2006 require that a certificate or other documentary evidence of financial security has to be issued by the financial security provider of the shipowner. This certificate has to be carried on board the ship.

Applicability

7. The Marine Circular applies to all GB ISR vessels, except for (a) Pleasure Yachts; and (b) vessels that do not have Convention on Standards of Training, Certification, and Watchkeeping for Seafarers (STCW) certified personnel onboard performing duties in the capacity of their certification(s) under a seafarers employment agreement aboard that vessel (e.g., unmanned barges and non-self-propelled jack-up rigs) with immediate effect.

Definitions

8. "Abandonment": a seafarer shall be deemed to have been abandoned where, in violation of the requirements of the MLC, 2006 or the terms of the seafarers' employment agreement "SEA", the shipowner:
- .1 fails to cover the cost of the seafarer's repatriation; or
 - .2 has left the seafarer without the necessary maintenance and support; or
 - .3 has otherwise unilaterally severed their ties with the seafarer including failure to pay contractual wages for a period of at least two (2) months.
9. "Contractual Claim" means any claim which relates to the death or long-term disability of a seafarer due to an occupational injury, illness, or hazard as set out in national law, the SEA, or collective bargaining agreement "CBA".
10. "Necessary Maintenance and Support" shall include adequate food, accommodation, drinking water supplies, essential fuel for survival on board the ship and necessary medical care, and any other reasonable costs or charges arising from the Abandonment until the seafarer's arrival home.

Financial Security

11. All G-B I.S.R. vessels, except for Pleasure Yachts and other categories, as prescribed in par. 7 above, must maintain at all times satisfactory third-party liability insurance under Chapter 8.3 of the G-B I.S.R. Code of Operation (Maritime Labour Convention 2006, as amended (MLC 2006)).



Abandonment

12. The MLC, 2006 amendments on Seafarer's Repatriation are intended to better address the specific problems faced in cases of abandonment of seafarers with an expeditious and effective financial security system to assist seafarers in the event of their abandonment.

13. The liability insurance required concerning abandonment must be sufficient to cover:

- .1 outstanding wages and other entitlements due from the shipowner to the seafarer under their employment agreement;
- .2 all expenses reasonably incurred by the seafarer, including the cost of repatriation; and
- .3 the essential needs of the seafarer and any other reasonable costs or charges arising from the abandonment.

Long-term Disability and Death

14. The liability insurance required must assure compensation for Contractual Claims in the event of death or long-term disability of seafarers due to occupational injury, illness, or hazard. Contractual Claims shall be addressed and settled directly between the financial security provider and the seafarer concerned. Contractual Claims shall be paid in full and without delay. A seafarer shall not be pressured to accept a payment less than the contractual amount.

Validity of Financial Security and Notifications

15. Shipowners are required to notify their seafarers if the financial security is to be canceled or terminated. Financial security providers must notify the G-B I.S.R. Operations Department (ops@gbi-lb.org) if any G-B I.S.R. shipowner's financial security is canceled or terminated, or is to be canceled or terminated, 30 days in advance of any such termination. Per MLC, 2006 Standard A4.2.8.11, the financial security must not cease before the end of the period of its validity, unless the financial security provider has given prior notification of at least 30 days to the G-B I.S.R.

Certificates of Financial Security

16. With immediate effect all G-B I.S.R. vessels that are required to be certified (i.e., carry a Maritime Labour Certificate of Compliance) must carry on board certificates or other documentary evidence of financial security to show compliance with MLC, 2006:

- .1 Standard A2.5.2: Shipowner liability in cases of abandonment; and
- .2 Standard A4.2.1: Treatment of Contractual Claims-death and long-term disability.

17. The certificate or other documentary evidence of financial security required must include the following information and be issued directly to the shipowner by the financial security provider (Protection and Indemnity "P&I" Club or another insurer):

- .1 Name of the ship;
- .2 Port of registry of the ship;
- .3 Call sign of the ship;
- .4 IMO number of the ship;
- .5 Name and address of the provider or providers of the financial security;
- .6 Contact details of the persons or entity responsible for handling seafarers' contractual claims;
- .7 Name of the shipowner on whose behalf financial security has been provided;
- .8 Period of validity of the financial security; and
- .9 An attestation from the financial security provider that the financial security meets the requirements of Standards A2.5.2 and A4.2.1.

Page 3 of 4



G-B INTERNATIONAL

INTERNATIONAL SHIPS REGISTRY OF GUINEA-BISSAU

P&I Clubs Coverage & Documentary Evidence

18. The shipowner is free to choose the P & I Club of his convenience as per the list posted within G-B I.S.R. Marine Circular 02/2023 (G-B I.S.R. Approved P&I Clubs and Insurers: [Marine Circular Nr. 02/2022 – 27/04/2022](#) / [List of Approved P&I Clubs and Insurers](#)). In addition to the above the shipowner or operator is required to keep the policies or financial securities on board and at the disposal of the competent authority. A copy of the certificates or documentary evidence must be posted in a conspicuous place on board the vessel where it is available to the seafarers.

19. A copy of the certificates or documentary evidence must be forwarded by the shipowner to the G-B I.S.R. Administration to the attention of the Operations Department (ops@gbi-lb.org) & Legal Department (gbi@gbirs.com)

Effective Date

20. The current Marine Circular has immediate effect as per the day of issuance.

Queries

Any queries on this Marine Circular may be submitted to G-B I.S.R. / Operations Department (E-mail: ops@gbi-lb.org, Tel. : +30 210 4537950, +30 210 4537194).

For the Guinea-Bissau International Ships Registry

Authorized Signatory:

Office of the General Ships Registrar

