

Circular No.: 2-17-24-06**Re: Repatriation of crewmembers to a place other than the place of their residence**

Ingosstrakh has recently faced with increased number of cases when crew members after receiving injury, illness or in other cases ask Shipowners to organize their repatriation not to their place of residence but to another city or country. In order to assist Shipowners and protect their interests Ingosstrakh in cooperation with Marine Lawyers Messrs. Jurinflot International Law Firm set out below recommendations in respect of this question.

The right to repatriation is an inherent right of a seafarer in cases determined by law and international conventions (art. 58 of the Merchant Shipping Code of the Russian Federation (hereinafter referred to as "MSC"), Regulation 2.5, Guideline B2.5.1 of the ILO Convention N 186 Maritime Labour Convention 2006 (hereinafter referred to as "MLC 2006")). According to Russian law, repatriation of a seafarer at his choice shall be made to the state where he resides, to the port where he was employed, or to the port which is named in the collective agreement, or to any other place stipulated at the time of employment (par. 2 art. 58 of the MSC).

Since repatriation costs are borne by the Shipowner (par. 4 art. 58 of the MSC), Shipowners have questions about the admissibility and procedure of repatriation not to the place specified during employment and not to the seafarer's place of residence, but to another place at the request of the crew member.

According to par. 6 of the Guideline B2.5.1 of the MLC 2006, "the destinations should include the countries with which seafarers may be deemed to have a substantial connection including:

- (a) the place at which the seafarer agreed to enter into the engagement;
- (b) the place stipulated by collective agreement;
- (c) the seafarer's country of residence; or
- (d) such other place as may be mutually agreed at the time of engagement.

Based on the wording of MLC 2006, the list is not closed and, if necessary, the seafarer may choose to repatriate to a place on the list or to another place with which he "may have substantial connection". Thus, repatriation to a place other than that specified in the contract of employment and other than the seafarer's place of residence is permitted if the seafarer reasonably wishes so.

In order to avoid disputes between crew members and Shipowners on whether repatriation was proper and disputes about repatriation costs, it is recommended to:

- 1) Promptly notify the Insurer of the seafarer's request for repatriation to a place not specified in the contract of employment and not the seafarer's place of residence;
- 2) After obtaining the consent of the Insurer, arrange for the seafarer to personally sign the repatriation statement in accordance with the form annexed hereto. In either case, the statement should contain the name and date of birth of the crew member; the name of the Shipowner; the name, IMO number and flag of the vessel; the position in which the seafarer is/was employed; details of the seafarer's contract of employment; the reason for repatriation; chosen place of repatriation; grounds for the choice of the repatriation destination; a statement that the seafarer recognizes that the repatriation to the chosen destination is proper, that the Shipowner has fully performed his repatriation obligations, and that the seafarer waives any further claims in respect of the Shipowner's obligation to repatriate.

From all of the above, we would like to additionally draw Shipowners' attention to the need of immediate report about any crew incident to Ingosstrakh which remains of paramount importance for further handling of the case in the most professional and effective manner.

If you require any further information or assistance, please do not hesitate to contact Ingosstrakh.

Annexes:

1. Form of the statement on repatriation in Russian;
2. Form of the statement on repatriation in English.

Best regards,
Ingosstrakh Insurance Company
P&I Department