SOCIAL SECURITY
FOR
SEAFARERS

MONTREAL, 1945
PRE_FACE

The present study has been prepared in the expectation that the introduction or reform of schemes of social security for seafarers would be an early item of the post-war reconstruction agenda of a number of countries, and particularly of the countries whose present freedom owes much to their merchant navies. It was also destined to serve as a technical report if a maritime session of the International Labour Conference should decide to deal with this subject.

Already before the war social security for seafarers was regulated by legislation which was more elaborate than that applying to shore workers, by reason of the greater variety of the contingencies to be covered and the fact that co-ordination had to be assured between the liability of the shipowner for sick or injured seafarers and the various schemes of social insurance or assistance. During the war every Allied maritime country has introduced emergency provisions improving the range and amount of the benefits afforded to its seafarers. The structure of the social security schemes of these maritime Powers has therefore become very complicated and hard to understand and compare until systematically analysed.

In order to enable the maritime countries to examine one another's schemes, the Office has compiled, on a uniform plan, monographs of seafarers' social security systems for nine maritime countries. These monographs have each been revised by one or more experts of the country concerned. In some instances much trouble was taken by the experts to see that the text was accurate, especially in places where the law itself was silent or ambiguous. The International Labour Office desires to express its gratitude to all who have generously given this help.

Social security provision for seafarers is inevitably more costly than that which is needed by the average shoreworker. Some of the seafarers' schemes, as they have now been improved, might be difficult to maintain at their present standard in the circumstances of post-war international competition. It seemed therefore that the possibilities of reaching international agreement on minimum standards for seafarers' social security ought to be explored.

The merchant navies of the Allied countries have, during the war, worked in close collaboration, and a greater solidarity among
seafarers of the different nations has developed. The present is a most favourable opportunity for attempting to secure equality of treatment for national and foreign seafarers who reside in the country of the ship on which they sail, and to organise more effective protection for non-resident seafarers.

Consideration of the situation as disclosed by these monographs has led the Office to take the initiative in propounding, as a basis for further study, some principles for the organisation of national systems of seafarers' social security. The application of these principles is exemplified in a Model Scheme, in which the benefits are essentially those proposed by the International Federation of Transport Workers and the International Mercantile Marine Officers' Association.

Only, it was felt, by the international adoption of schemes which are similar in their benefits — particularly benefits for seafaring risks — in their financing and in their general design, would it be practicable to solve the two problems of diverting the effects of international competition from social security to other fields, and of affording reasonable protection to foreign or non-resident seafarers.

Only in the immediate future, too, before each country separately has settled the details of its new permanent legislation, did there seem some likelihood of obtaining wide agreement on the solution of these problems.

It is hoped that it will be possible for the Office to reissue the national monographs as each country consolidates or reforms its legislation after the war, and later, if there appears to be a sufficient demand, to issue notes on amendments from time to time.
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1 Each national monograph opens with a summary of its contents.
PART I

COMPARATIVE ANALYSIS OF SELECTED NATIONAL SYSTEMS

Introduction

1. The conditions under which the seafarer must live and work are inherently different from those involved in the exercise of other employments. The seafarer does not, like other workers, devote only part of the day to the work that assures his livelihood: he quits his home and takes leave of his family to live, day and night and for many weeks or months, in the narrow confines of a ship, exposed to the perils of the sea. He ventures out to foreign lands, bridging the gulf that separates peoples, and uniting them in trade. The seafarer belongs to a floating community, which must be closely knit for its preservation. He is subject to a stricter discipline than other workers, always at the orders of the master who, for the safety of the ship, must have complete command over all on board.

2. Modern technical and social progress has somewhat diminished both the dangers and the hardship of the seafarer's calling. His ship is more spacious and better equipped than in the past, his conditions of work and life are governed by special laws, and the risk of shipwreck has been considerably reduced. Yet, in recent years, human propensity to destruction has added far greater perils to the seafarer's life than those of the forces of nature. For more than five years the merchant fleets of the United Nations have braved the dangers of submarine warfare and suffered more serious losses than the navies themselves. They kept the people of Great Britain supplied with food and raw materials during the critical years of 1940 and 1941 and all the allied armies with munitions and supplies. The seafarer thus lived up to his high tradition and deserved the gratitude of the people whom he helped to protect or to free from the modern slavery of fascism.

3. In consideration both of the special risks incurred by the seafarer during the war and of the need for a concerted effort to keep the sea lanes open, Governments, seafarers' organisations and
shipowners of the United Nations have co-operated to improve the seafarer's lot. Reserve pools have been organised for those temporarily unemployed, special compensation for war injuries has been introduced, and general social security measures were improved and extended during the war.

4. This experience in international co-operation, and greater awareness, on the part of the seafarer, of his responsibilities and deserts, have resulted in a movement for the establishment of a Charter laying down the basic principles and design of a social security system that would take due account of the particular needs, risks and merits of those engaged in sea service.

5. The framing of a complete system of protection in case of illness and loss of income through disease, employment injury, unemployment, old age or death calls for the consideration of three desiderata peculiar to the seafarer's employment:

(a) Social security must be provided for the seafarer and his dependants, both while he is at sea and while he is ashore. Continuity of protection must be assured, whether he is serving on board a ship of his own country or under a foreign flag, and ashore in his own country or abroad.

(b) The seafarer is in the service of the ship and at the orders of its master, not only during hours of actual work, but during the whole of his voyage, and is exposed to dangers at sea both day and night, workdays and Sundays. All injury received or illness suffered during the voyage must therefore be regarded as risks inherent in the seafarer's employment, and compensated accordingly.

(c) The seafarer's calling is more arduous and dangerous than the majority of shore occupations. More liberal social security benefits than are usual for shoreworkers are equitable and expedient, as a reward for undergoing, and as an inducement to undergo, the greater hardships and risks of seafaring.

A. Protection of Resident National Seafarers

SHIPOWNERS' LIABILITY FOR MEDICAL CARE AND MAINTENANCE

6. All seafaring countries that have reached a stage where provision is made for the special social and economic needs of merchant seafarers have attempted, or are attempting, to protect at least their own citizens in case of illness or loss of income during the voyage. The main obstacle to the provision of continuous protec-
tion has been the piecemeal growth of the protective system. Since the days of the Phoenicians, certain obligations have been imposed on the owner or master of the ship, the core of which is "the shipowner's liability" to provide care and board and lodging if the seafarer falls ill or is injured while away from his home. Such care and maintenance must be provided, not only while he is on board the ship, but also when he has to be left ashore in a foreign land on account of illness. Underlying these "shipowners' liability" provisions is the humane concept that the sick or injured seafarer should not be exposed to neglect on the part of the master, nor to the risk of distress and destitution if stranded ill abroad, a concept which has been fundamental in the development of all seafarers' social security systems until the present time.

7. The logic of this approach is self-evident: only the ship herself, or rather the shipowner, can be held liable for the social protection of the seafarer during the voyage, as all other links with the homeland are severed. The shipowner may subsequently be refunded his expenses on this account in virtue of an insurance scheme or policy, but liability remains the centre around which the whole system of protection has been constructed. This concept of shipowners' liability, however, has carried with it the implication that the liability should cease when the seafarer returns to his home port and re-enters the life of his own people and country. There and then, according to this concept, his own foresight, his family, the community, or the insurance fund should take care of him if he is still in need of aid.

Liability Ends on Return

8. This interpretation of the shipowner's responsibility has found its most absolute expression in the British Merchant Shipping Act (and the derived legislation of the British Dominions) which states that the expense of providing medical care and maintenance shall be defrayed by the owner of the ship until the seaman "is cured, or dies, or is returned to a proper return port". The proper return port is a port in the country to which the seafarer belongs — which, for the resident sailor, is also the ship's country — or the port of shipment. Under this formula, a seafarer who cannot, owing to permanent injury, make the voyage home is apparently entitled to care and maintenance abroad for the rest of his life, since his claim to care at the shipowner's expense ends only on his arrival at the proper return port.

1 Merchant Shipping Act, 1906, section 34, subsection 1.
9. Seemingly minor amendments to this classic formula in other British Shipping Acts have tempered its rigour but also detracted from its logic. One of these, introduced into the Australian Navigation Act, has limited to those seafarers who were shipped in the King's Dominions the restriction of shipowners' liability to provide medical care and maintenance until the date of arrival at the return port. The effect of this clause, inserted after "until he is cured, or dies, or is returned . . .", is to give all seafarers not shipped in the King's Dominions an unlimited title to medical care and maintenance as long as the illness continues, even after return.

**Liability Ends with Acute Phase of Illness**

10. Under the Belgian seamen's law and the French Seamen's Code, before the amendment of 1938, which brought it into line with the seafarers' insurance system, the shipowner's liability for medical care and maintenance ends at the date when the sick or injured seafarer's condition takes on a permanent character. Theoretically, at least, this may happen while he is still on board, in which case medical care, if required, would cease even on board to be the liability of the shipowner, as would also the shipowner's obligation to provide for the seafarer's maintenance. The latter limitation is of greater practical importance, as the invalid seafarer is incapacitated for work, although he may no longer need care. As a general rule, it may be assumed that the need for medical care ceases when incapacity has become permanent. Such, in any case, is the assumption underlying the French\(^1\) and probably also the Belgian law. But invalidity may also be due to a condition requiring continued care. It will be seen later how social security legislation has endeavoured to cover these situations by linking shipowners' liability to the obligations of insurance funds.

11. In the United States, the seafarer's right to care and maintenance is not affected by the temporary or permanent character of his condition as long as he remains on board. Ashore, the limitation of shipowners' liability in time to the duration of temporary illness has been coupled with an extension of his liability in place, as compared with the British formula\(^2\): under the law of this country, medical care and maintenance must be granted, not only abroad, but also after the seafarer's return to the ship's country. Main-

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\(^1\) See under "France", p. 155. In many countries, incapacity, under social insurance schemes, is deemed to become permanent when the need for care has ceased.

\(^2\) A similar extension was granted under the French seamen's law before 1938; medical care and maintenance were granted ashore in France until the seafarer was cured or became invalid.
tenance, however, may in no case cease as long as wages are payable. (See below, para. 21.)

12. In Belgium, however, the right to care and maintenance has been further restricted in time to the end of the voyage for which the seafarer was originally engaged. The voyage may sometimes end while he is still on board his ship, returning home, but if the illness is serious he must often be left behind abroad. The Netherlands law also provides for a double limit in time and place: the costs of medical care and maintenance are at the shipowner's expense on board and ashore until the seafarer returns, but for not more than 52 weeks of illness abroad. For all practical purposes this means that he receives free care and board and lodging until his condition becomes chronic. Under the French law, as amended in 1938, the shipowner remains liable, as a general rule, for 4 months as counted from the date of landing; however, if the seafarer is landed abroad, and has not yet returned after 4 months, the shipowner remains liable until he returns. In Norway and Sweden, the shipowner's liability continues, after the seafarer's return to the country, for not more than 6 weeks; if he is left ill abroad, the time limit is 12 weeks. Social insurance, however, has somewhat modified this situation.\footnote{See below, "Norway", pp. 218 \textit{et seq.}, and "Sweden", pp. 242 \textit{et seq}.}

\textbf{Summary}

13. If no account were taken of social insurance, the scope of shipowners' liability to provide medical care and maintenance would therefore be as follows:

\textbf{On Board.}

The seafarer who falls ill has, while on board his ship:

(i) An unlimited claim to medical care during illness, and to maintenance during incapacity, in all maritime countries under review except Belgium;

(ii) In Belgium, a claim to care and maintenance until he is cured, or becomes invalid, or to the date on which the voyage for which he originally was engaged would have ended. He may thus be on board either invalid, or ill, after the date on which his voyage would have ended without further right to care or maintenance from the shipowner.
**Ashore outside Country of Ship.**

The seafarer who is put ashore ill outside the country of the ship has, while he remains there:

(i) In the British Commonwealth, Chile and France an indefinite claim to medical care and maintenance;

(ii) In the United States, a claim to medical care and maintenance until he is cured or becomes invalid. He may thus be left invalid abroad without further claim to medical care and maintenance at the shipowner’s expense;

(iii) In Belgium, a claim to medical care and maintenance until he is cured or becomes invalid or to the end of the voyage. He may thus be left abroad without further claim to care and maintenance from the shipowner, either invalid, or still temporarily ill after the date on which the voyage would have ended;

(iv) In Norway and Sweden, a claim to medical care and maintenance for not more than 12 weeks. He may be left ill abroad without further claim after 12 weeks of illness.

**Ashore in Country of Ship.**

When the seafarer who fell ill during the voyage is either landed by his ship in the ship’s country or returns there after having been left ashore ill abroad, he has, while he remains there:

(i) In the British Commonwealth (except in Australia, if not shipped in the British Commonwealth), Belgium and the Netherlands, no claim on the shipowner for medical care and maintenance;

(ii) In the United States, a claim to medical care and maintenance until he is cured or becomes invalid;

(iii) In Norway and Sweden, a claim to medical care and maintenance for 6 weeks if landed by his ship, and for the remainder, if any, of 12 weeks, but not more than 6, if returning after having been put ashore abroad; in France, for 4 months if landed by his ship, or for the remainder, if any, of 4 months if returning after having been put ashore abroad;

(iv) In Chile, a claim to medical care until he reaches the proper return port.

14. This picture, however, must now be completed and corrected by the superstructure gradually added to the shipowner’s original liability for medical care and maintenance by (1) the ship-
owner's liability for payment of wages, and (2) social insurance and public service benefits.

SHIPOWNERS' LIABILITY FOR WAGES

Liability Ends on Landing

15. The shipowner is liable in all maritime countries to pay full wages or part wages while the seafarer is ill and incapacitated on board, unless his illness is due to his own wilful act. This right is expressly stipulated in most maritime codes. It is limited only in Belgium by the provision that the payment of wages ceases when the voyage for which the seafarer was originally engaged would have ended; more often than not, however, the seafarer who is seriously ill will be put ashore before the end of the voyage he had been engaged for.

16. Liability to pay wages after the seafarer has been put ashore is less widely recognised than liability for care and maintenance. The British Merchant Shipping Act does not recognise any such obligation on the shipowner's part. The seafarer is cared for and assured of board and lodging, as well as of repatriation, until he returns home: to do more is not deemed to be the shipowner's duty, whose relation with the seafarer as an actual or potential supplier of manpower has come to an end on his being landed.

Liability Ends on Return within Time Limit

17. This narrow concept of shipowners' liability did not, however, prove satisfactory to other maritime countries. No provision was made under it for the seafarer's family. While Great Britain subsequently closed this gap by paying sickness benefit to the seafarer's family at home during his absence abroad (see para. 47), and shipowners, during the war, have decided voluntarily to pay wages abroad for not more than 12 weeks from the date of landing, other countries have rendered the shipowner legally liable to pay wages for a limited time after landing.

18. The seafarer put ashore outside his country cannot resume his work on board the ship in which he was serving once she has sailed from the port where he was landed, although physical incapacity to resume his work may not continue to the end of the voyage for which he had been engaged. On recovery of his working capacity, he may still need medical care that could not be given on board and so may be unable to accept employment on another ship; on full recovery from illness, he may still be unable immediately to find employment. To consider temporary illness only, his loss of income is therefore not conterminous with the duration of his physical incapacity for work, but with the whole period during
which he needs medical care ashore and, beyond, to the time during which he seeks, without success, re-engagement on board a home-bound ship. Considerations such as these have no doubt determined the introduction and the extent of shipowners' liability for payment of wages to seafarers left ashore outside the ship's country.

19. In one group of countries, wages continue to be payable, though within a prescribed time limit, until the seafarer returns, even after his recovery from illness. In Belgium, for instance, the shipowner has to pay full wages as long as the sailor receives care at his expense and thereafter until he returns to Belgium, but not in any case beyond the date on which the voyage would have ended. In Chile, wages are payable until the seafarer reaches his return port, both during and after illness, whether he is completely cured or invalid when he ceases to need medical care.

Liability Ends at Time Limit, Irrespective of Return

20. Other countries have fixed an arbitrary time limit, not necessarily extending, or restricted, to the date of the seafarer's return to the ship's country. In Norway and Sweden, the patient left ashore in or outside the country is entitled to his wages for not more than three months if a master, two months if an officer, and one month if a rating. In Sweden, wages for one to three months are paid as a sort of lump-sum compensation for cancelling the agreement, whether or not incapacity or illness actually continues so long. In Norway, however, an amendment of 1929 restricted the payment of wages to the period of incapacity within the time limit of one to three months, and the consul with whom the wages are deposited pays them in instalments during the continuance of incapacity. They are intended to bridge the gap between the date when the seafarer leaves hospital and the date when he reaches home. In the Netherlands, 80 per cent. of the wages are payable in case of illness not due to an employment injury for 26 weeks at most, as counted from the date on which the seafarer is left ashore, whether in or outside the country of the ship, but only during incapacity. In the event of an employment injury, 70 per cent., not of the money wages only, but of wages plus value of maintenance, are payable during incapacity, without time limit. In France, the shipowner's liability to pay wages is subject to a 4-months' limit which applies equally, whether the seafarer is in France or abroad; the seafarer returning ill after a stay in hospital outside the country continues to draw wages during illness for the remainder of the period of 4 months if he returns within such period. If he is landed ill in France, wages are paid for not more than 4 months as counted from the date on which he was left ashore.
21. In the United States—which has ratified but not yet implemented the Shipowners' Liability (Sick and Injured Seamen) Convention, 1936—there is a legal obligation on the part of the shipowner to pay wages after the seafarer is landed to the end of the voyage for which he had signed on, or the termination of his contract, where the latter extends beyond the termination of the voyage. The seafarer's title to wages ceases, however, when he has recovered before the date on which the voyage or term of his contract has expired. When the seafarer is still incapacitated after that date, he has no further legal claim to wages.¹

**Liability Begins on Return**

22. While Great Britain does not compel the shipowner to pay wages either abroad or at home, Australia has introduced shipowners' liability for the payment of wages if the seafarer is landed ill in the ship's country before his agreement expires. Such payment is regarded as compensation for the interruption of the voyage. As the shipowner in this case has only minor expenses, if any, for repatriation, an additional obligation may have been considered not unduly onerous. If the seafarer is landed at his home port, and thus no expenses of repatriation are incurred, wages are due for limited periods, depending on the length of the period during which the seafarer would have continued in the ship's service if he had not been landed by reason of illness. They continue, moreover, to be payable, within these limits, for one week after recovery. If he is left ashore elsewhere, wages are payable until he returns to his home port, whether after recovery or while he is still incapacitated. Awards of the Commonwealth Court of Conciliation and Arbitration, however, stipulate that the seafarer remains entitled both to wages and maintenance after arrival at his home port and until his recovery, if he returns during illness at the shipowner's request.

**Summary**

23. If no account were taken of social insurance provisions, the scope of shipowners' liability for payment of wages would therefore be as follows:

¹ Hearings before a Subcommittee of the Committee on Commerce, United States Senate, 76th Congress, 3rd session, on H.R. 6881, an Act to Implement the provisions of the Shipowners' Liability (Sick and Injured Seamen) Convention, 1936, July 23, 24, and 25, 1940: statements of Mr. Ira Campbell for American Marine Institute, Inc., p. 120; Mr. Standard, Gen. Counsel of National Maritime Union, p. 220; Mr. Wm. Elkins, Business Agent, Baltimore Branch, Seafarers' International Union of North America, p. 322; Sailors' Union of the Pacific and the Seafarers' International Union of North America, p. 351. See also Report No. 107, House of Representatives, 78th Congress, 1st Session (to accompany H.R. 133), p. 18.
SOCIAL SECURITY FOR SEAFARERS

On Board.

The seafarer who is ill on board has an unlimited claim to wages in all maritime countries except in Belgium, where wages cease on the date when the voyage would have ended.

Ashore outside Country of Ship.

The seafarer left ashore outside the country of the ship has:

(i) No legal claim to wages in the British Commonwealth, but shipowners voluntarily pay wages for a limited period in Great Britain;

(ii) A claim to wages during illness and thereafter until he returns to the ship's country, subject in both cases to a time limit, in Belgium and France: the seafarer may thus be left abroad without wages after the expiry of the time limit, whether ill, incapacitated or cured;

(iii) A claim to wages for a limited period of incapacity, in the Netherlands, Norway and the United States: the seafarer is left without wages after such period has elapsed, whether ill, incapacitated or cured;

(iv) A claim to wages for a limited period, irrespective of the duration of incapacity in Sweden: he may thus be left abroad, whether ill, incapacitated or cured, without a further claim after the expiry of such period.

Ashore in Country of Ship.

(a) Left ashore by ship: When the seafarer who falls ill during the voyage is landed by his ship in the ship's country, he has:

(i) No legal claim to wages in Belgium, Chile\(^1\), Great Britain;

(ii) A claim to wages during illness or incapacity for an arbitrarily limited period of four months in France, one to three months in Norway, and six months in the Netherlands, and to the end of the voyage in the United States: he remains without a title to wages after such period has elapsed though he may still be incapacitated;

(iii) A claim to wages for an arbitrarily limited period of one to three months, irrespective of the duration of incapacity, in Sweden: the seafarer remains without a further claim to wages at the end of such period even though still incapacitated;

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\(^1\) Masters and officers receive wages for specified periods, depending on the length of their service.
(iv) If landed at his home port, a claim to wages during incapacity and for a short time after recovery, but for not more than one month altogether if the engagement would have expired within a month from the date of his landing, or three months otherwise; if landed at a port other than his home port, a claim to wages until he returns to his home port, in Australia: the seafarer may still be incapacitated at the end of the maximum period or on return to his home port.

(b) Returning ill or incapacitated after stay abroad: The seafarer who was put ashore ill outside the ship's country and returns subsequently while still incapacitated has:

(i) No legal claim to wages in Australia, Chile, Belgium and Great Britain;
(ii) A claim to wages for the remainder of the limited period of incapacity or illness beginning when he was landed abroad if he returns within this period in France, the Netherlands, Norway and the United States: he may be left incapacitated without a title to wages on the expiry of such period;
(iii) A claim to wages for the remainder of an arbitrarily limited period if he returns within such period in Sweden: he may be left incapacitated without further claim after such period has expired.

THE ROLE OF MAINTENANCE

24. Maintenance—or board and lodging—is part and parcel of the shipowner's original liability, and everywhere it is either explicitly, or by implication, provided along with medical care, although the seafarer's maintenance on board is really remuneration in kind and therefore part of his earnings. In a shore occupation, loss of wages is naturally linked with the worker's physical incapacity to do his usual work. The seafarer, however, who is put ashore because he needs care that cannot be given on board or because he endangers the health of others on board is incapacitated for his former work, or at least deprived of the opportunity of performing it by the very fact of having left the ship. Unless he is landed at the port where he resides, he has to be placed in a hospital or a seafarers' hostel, and his maintenance is part of the residential

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1 The seafarer's home port is specified in his agreement and apparently may, or may not, be his proper return port, the latter being the port where he is entitled to be discharged in accordance with his agreement, or such other port as is mutually agreed upon with the approval of the proper authority.

2 Master and officers receive wages for specified periods depending on the length of their service.
care he there receives. Maintenance and medical care are thus inseparably linked. This changes when he is discharged from hospital. By then, he may be permanently incapacitated for work, having lost a member or suffered other physical impairment, or be still in need of care though not of hospitalisation. If he is landed at his home port, he will need care but not necessarily in hospital. What happens to his right to maintenance in such circumstances? Does it continue during incapacity until the time limit for the shipowner’s liability has expired? Is it granted when he receives care at his own home?

25. In some countries, these questions have been answered without ambiguity. The French law, for example, expressly stipulates that the seafarer has to be placed in hospital if landed abroad, but on his return to France may receive non-residential care while living at home, and shall be granted an allowance for board while receiving such care. Though money wages are payable by the shipowner during the seafarer’s treatment, irrespective of his physical incapacity for work, for not more than 4 months, they continue to be paid after the need for care has ceased if the seafarer is still abroad, until his return, or to the end of the 4-months’ period. Medical care and maintenance therefore go hand in hand; total incapacity is assumed, for the purposes of shipowners’ liability, to exist as long as the seafarer needs care.

26. Medical care and maintenance end together also in Belgian law; both cease to be the shipowner’s liability when the seafarer returns, or when the disease proves incurable, or on the date on which the voyage would have ended. As the accident fund takes over responsibility for medical care in case of employment injury, invalidity, under the seamen’s law, can only mean invalidity due to disease, in which case incapacity is synonymous with illness. In Chile, no mention is made of maintenance in the law, but the care provided by the shipowner will usually be residential care, as it is given outside the country. In the Netherlands, too, medical care and maintenance end together, while wages may be payable during incapacity continuing after illness.

27. Under the British Merchant Shipping Act, medical care and maintenance are, as a rule, linked together but maintenance may be due, after the need for care has ceased, as long as incapacity continues and the seaman has not returned.¹ In Norway, medical care is defined as including maintenance. According to the interpretation placed on the law by the courts, however, the seafarer who leaves hospital, either permanently incapacitated or still in

need of care, continues to receive a maintenance allowance to the end of the maximum period of shipowners’ liability for care and maintenance. Liability to pay money wages is definitely related to the seafarer’s inability to take employment corresponding to that he had when he left the ship. No special mention is made of maintenance in Sweden, but its inclusion under care may be presumed. Under the case law of the United States, liability for medical care ends when the condition of the seafarer becomes permanent but liability for maintenance continues until the condition becomes permanent or the end of the voyage, whichever occurs first. The Public Health Service takes over responsibility for medical care while the seafarer is in the United States, but the shipowner’s liability for maintenance continues when medical care is non-residential in form.

28. In Australia, where wages are payable if the seaman is landed in that country, such payment is in lieu of medical care and maintenance where the landing place is also the seaman’s return port. Where this is not the case, medical care, maintenance and wages or, if incapacity continues after illness, maintenance and wages only, are payable until the seaman arrives at his return port. If that port is not his home port, wages continue until he arrives at his home port.1

29. Under the Shipowners’ Liability (Sick and Injured Seamen) Convention, 1936, medical care and maintenance are linked and continue to be the shipowner’s liability until the illness or incapacity has been declared of a permanent character, within a time limit of not less than 16 weeks from the day of the injury or the commencement of the illness. It should be noted that in most maritime countries, the maximum period of liability, if any, begins to run from the date when the seafarer is left ashore, and not from the date when the illness or incapacity commenced.

Problems of Repatriation

30. The resident national seafarer is entitled, under all maritime laws, to free transportation, including maintenance, to the ship’s country, if left ashore outside the country because of illness, unless he finds suitable employment on a home-bound ship. This claim to free repatriation is an elementary right for members of a trade

1 Under awards, both maintenance and wages continue during incapacity after the seaman has returned home, if he was required to do so by the shipowner. Though the seaman's home port, as specified in his agreement, need not be the return port where, in accordance with his agreement, he is entitled to be discharged, the two ports are likely to be identical for the seaman residing in Australia.
which takes them away from their home and may leave them stranded on foreign shores.

**Proper Return Port**

31. The crucial problem, in relation to repatriation, is the choice of the return port where, it may be recalled, the seafarer's title to medical care and maintenance also ceases in a number of countries.

32. In Belgium and France, the port where the seafarer was shipped is considered the proper return port. Thus, the French seafarer may be repatriated to any port in France, but must be conveyed, at the shipowner's expense, to the port of shipment. The Belgian law on seamen's agreements permits the master to repatriate the seafarer on his own ship if it is likely to call within a reasonable time at the port of shipment, or in the vicinity of that port; in the latter case, travelling expenses from the port where the seafarer is landed to that where he was shipped are borne by the shipowner. In Chile, the return port is the ship's home port, or the port where the shipowner is resident or a port specified in the agreement; as a rule, it will be the port of shipment.

33. Under the British Merchant Shipping Act, the shipowner's liability ends when the seafarer is returned to the port of shipment, or to any other port in the country to which he belongs, that is, in his country of residence. In the Australian Navigation Act, the return port is the port where the seaman was entitled to be discharged according to his agreement, or some other port agreed upon with the approval of the proper authority. Any port in the ship's country is deemed to be the proper return port for seafarers on ships flying the Netherlands' flag.

34. In Norway and Sweden the seafarer's residence is the place to which he is repatriated. This formula is evidently the one most favourable to the seafarer.

**Interval between Illness and Return Voyage**

35. The seafarer entitled to medical care and maintenance during illness and incapacity, and possibly to wages during incapacity, may not be able, on recovery, immediately to return to his country. Under the maritime laws of Belgium and France, as has been seen, payment of wages continues after recovery until the seafarer in fact returns, though return must be effected within a time limit. In Australia, wages are paid after recovery until the

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1 In this connection, only the position of the seafarer resident in his country of citizenship is dealt with.
seaman returns, if he is landed in Australia in some place other than his home port. Under the British Merchant Shipping Act, maintenance is provided while the seafarer awaits his opportunity to return, after recovery from illness. The Chilean shipowner is liable both for maintenance and wages, even after recovery, until the seafarer reaches the proper return port.

36. Neither Norway nor Sweden makes provision for the seafarer's maintenance after recovery while he is waiting for a home-bound ship. The wages to which he is entitled on being put ashore are deemed sufficient to maintain him during such waiting period. Moreover, the State is responsible for any distressed seaman's upkeep abroad. In the United States, as a result of the concurrent obligation of the State and shipowner, the seaman is assured of maintenance after recovery or after incapacity has become permanent until departure; the Federal Government has accepted responsibility for repatriating a seaman landed ill abroad.

37. Under the Shipowners' Liability (Sick and Injured Seamen) Convention, 1936, the expenses of repatriation, including maintenance, and the seafarer's maintenance up to the time of his departure, are borne by the shipowner, unless taken over by the State.

**Scope of Shipowners' Total Liability**

38. Under shipowners' liability provisions, the seafarer, if not protected by any other measures, would in no country be assured of continuous protection throughout illness and incapacity beginning in the course of the voyage.

39. In the British Commonwealth, the resident seafarer is assured of medical care and maintenance until he returns to the ship's country—where he resides—and also of repatriation, but has no title to wages during his absence. If he returns on board his own ship—but not if he returns after having been landed abroad—he is entitled to wages in Australia and New Zealand, for a period related to that of his engagement.

40. In Belgium, medical care, maintenance and wages are granted outside the country, but not after the seafarer's return to the country. The provision of medical care and maintenance is further limited to the date on which the voyage would have ended if the seafarer had not been put ashore, or to the date when he becomes invalid. Wages continue until he returns, irrespective of the duration of the illness or incapacity, but not beyond the date on which his engagement would have expired.

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1 In Australia, this right to repatriation is granted only if the seaman was shipped in the British Commonwealth; otherwise, the right to medical care and maintenance continues on his return.
41. Maritime law in the United States renders the shipowner liable for medical care until the seafarer is cured or becomes invalid, wherever he is landed. It imposes a like obligation in respect of maintenance, with the difference that, if the seafarer's condition becomes permanent before the date at which the voyage would have ended, the maintenance continues until that date. Furthermore, the shipowner is liable for wages until the seaman is fit for work and is offered suitable employment, but not beyond the date on which the voyage would have ended.

42. The Netherlands shipowner is liable for providing medical care and maintenance only until the seafarer returns, but not in any case for more than 52 weeks; part wages, however, are payable both abroad and at home for not more than 26 weeks of incapacity, as from the date of landing, unless incapacity is due to an accident; in case of accident, benefit is payable for the whole duration of incapacity, under the Maritime Accident Act.

43. In France, the seafarer receives medical care and maintenance on board, abroad and at home, until his recovery from illness, but not for more than 4 months ashore, or until he returns if he is left abroad, and has not returned within 4 months, and wages during the receipt of medical care both abroad and at home for not more than 4 months and after recovery until his return to France, if he returns within 4 months of his having been landed abroad. In Chile, the shipowner has to provide medical care during illness, and wages and maintenance until the seafarer returns.

44. Under the Shipowners' Liability (Sick and Injured Seamen) Convention, 1936, the shipowner is liable for payment of the expenses of medical care and maintenance until the seafarer has been cured, or until the sickness or incapacity has been declared of a permanent character. National laws or regulations may limit this liability to a period of not less than 16 weeks from the day of the injury or the commencement of the illness. Full wages must be paid during incapacity as long as the sick or injured seaman remains on board; full or part wages must be paid if he has dependants from the time when he is landed until he has been cured or the illness or incapacity has been declared of a permanent character. Again, the liability may be limited to 16 weeks from the day of the injury or the commencement of the illness.

Superstructure of Social Insurance and Assistance

45. Social insurance and assistance are primarily designed for shoreworkers; their benefits are meant for those living in the country and are normally payable while the beneficiary lives in the
country. In considering its application to maritime employment, decisions on two major issues are called for:

(i) Should the limitation of payment of social insurance or assistance benefits to those actually staying in the country be abandoned, and the older shipowners' liability be included in social insurance or assistance, or should shipowners' liability be extended to provide full protection in the country of residence?

(ii) If the former solution is adopted, should the seafarer be covered by the general social insurance schemes under which he could remain insured if he left sea service, or should he be covered by special schemes for seafarers, with provisions for maintenance of rights under the two schemes in case of change of employment?

46. In most maritime countries, an intermediate solution has been found for these problems. Employment injuries, which mostly occur outside the country of residence, are dealt with separately according to special principles, as will be shown in paragraphs 74, 80 and 81.

**Shipowner Liable outside, Insurance Liable inside, Country**

47. In the United Kingdom the seafarers' social security system consists of insurance schemes granting benefits only within the national territory, completed by shipowners' liability provisions operating only outside that territory. During illness and incapacity, members of the seafarer's family who live in the ship's country receive sickness cash benefit under health insurance while the seafarer is abroad and is entitled to medical care and maintenance at the shipowner's expense. On his return, the seafarer draws insurance cash benefit during incapacity and receives medical care from a general practitioner as long as needed. After 26 weeks of incapacity ashore—that is, 26 weeks after the date when shipowner's liability for maintenance ceases, if no cash benefit was paid to the family —sickness benefit is changed to invalidity benefit, payable at a lower rate for the whole duration of invalidity. After the outbreak of the war the absence of provision for residential and specialist care under the health insurance scheme was to some extent compensated by the seafarer's right to such care under the Emergency Medical Service; this care is given free of charge if the seafarer's condition arose out of service in the merchant navy, while in other cases he receives it away from home only (unless he suffers from fracture) and contributes to the costs accord-
ing to his ability to pay. Seafarers resident in the United Kingdom are covered by the general old-age and unemployment insurance or assistance schemes and the continuity of protection is thus assured.

48. In Belgium, the territorial solution has been adopted, with some modifications necessitated by the limitation of shipowner's liability for providing medical care and maintenance abroad to the end of the voyage or the date on which the seafarer becomes invalid, and by the limitation of his liability for payment of wages to the date on which the voyage would have ended. Shipowners' liability has been combined with a special insurance scheme covering all risks except employment injury and administered by the Seamen's Provident Fund, which takes over where shipowners' liability leaves off. The sickness and invalidity insurance branch of the Fund intervenes in any case when the seafarer returns to Belgium, and steps in abroad if he is stranded ill or incapacitated after having exhausted his right to medical care, maintenance and/or wages at the shipowner's expense. Cash benefits, however, are paid only after a qualifying period. The seafarer may maintain his insurance against sickness and invalidity by voluntary contributions while he is not under agreement with a Belgian shipowner or sails under a foreign flag. There was no general compulsory sickness insurance scheme before the war. Rights to old-age and survivors' benefits are maintained during incapacity for work by payment of contributions through the Employment Injury Insurance Fund or the sickness and invalidity insurance branch of the Seamen's Provident Fund; during stays ashore by voluntary payment of the joint contribution by the seafarer; and during unemployment by the payment of a small contribution, also on the seafarer's part. Provision is made for the former seafarer's insurance under the general old-age insurance scheme in case of a changeover to another occupation, and for the maintenance of his rights acquired under the special scheme.

Shipowner Liable for Short-Term, Insurance for Long-Term, Risks

49. In the Netherlands, the shipowner alone is liable for protecting the seafarer in the event of temporary illness while he is outside the country of the ship, and in the event of temporary incapacity both while he is abroad and after his return. No medical care is provided on the seafarer's return to the Netherlands, where most people, before the war, were voluntarily insured for such care and the general sickness insurance scheme provided cash benefits only. It may be noted that medical benefits were introduced during the

1 Sickness insurance has been introduced as from 1 Apr. 1945 for employed persons on shore; a reform of seafarers' insurance is under consideration.
occupation. During the emergency period, shipowners' liability was extended so as to provide that medical care and maintenance must also be granted ashore in the provisional country of the ship, the United Kingdom. An extension either of shipowners' liability to include the provision of care in the Netherlands, or of the general sickness insurance scheme to include seafarers, may now be expected. Against all risks involving payment of long-term benefits, such as old-age, invalidity, and survivors' pensions, the seafarer is insured under the general scheme. A special pensions scheme for seafarers is in preparation; during the emergency period, they received allowances from the Netherlands Shipping and Trading Committee, representing the shipowners, if suffering from long-term incapacity for sea service by reason of debility or old age.

50. A conscious attempt at co-ordinating all provisions designed to protect the seafarer, wherever he may be at the time when the risk materialises, has been made in France. With this end in view, two special seafarers' insurance schemes have been created: one of these affords protection in the event of illness and incapacity, whatever the cause (see, for employment injury, paragraphs 53 and 78), and is co-ordinated with shipowners' liability; the other assures the seafarer of income in old age and his survivors of pensions in the case of his death.

51. The shipowner's liability for payment of wages is limited in time to a maximum of 4 months, both abroad and at home; sickness insurance then affords protection at a reduced rate of benefit during temporary incapacity to the end of the sixth month after the seafarer's landing, whether at home or abroad. After 6 months ashore, or earlier if incapacity should prove permanent before 6 months have elapsed, invalidity insurance takes over if the seafarer is unable to earn any appreciable income, provided he has been a member of the fund for a minimum prescribed period. If the seafarer falls ill ashore in the ship's country after discharge, as the result of a disease or injury not contracted or received during the voyage, sickness insurance intervenes immediately, but on condition that he has been a member of the fund for a minimum prescribed period; invalidity insurance takes over after 6 months of total incapacity if the seafarer is then invalid.

52. As to medical care, the shipowner is liable for 4 months ashore in the ship's country, at the end of which period sickness and invalidity insurance assume responsibility for providing care. Where the seafarer, however, is landed abroad, the shipowner remains liable for medical care and maintenance until he returns; on his return, the shipowner may still be liable for the remainder of the 4-months' period, but if he returns after more than 4 months
of illness ashore outside the country, sickness insurance steps in immediately on his return. In this manner, the medical care service of the Seamen's Provident Fund need only function in the country.

53. Old-age and survivors' pensions are due under a separate scheme for seafarers. If the seaman changes his occupation, his rights are transferred to, and maintained under, the general insurance scheme. It should be noted that employment injury insurance has also been welded into the common structure. The shipowner's obligations are the same as for other illness or incapacity; when they cease, the Seamen's Provident Fund affords protection, but at higher rates of cash benefit than for other illness, and without time limit or qualifying conditions. The French resident seaman is thus fully protected on board, abroad and at home.

Liability Mainly Covered by Insurance

54. A different approach to the problem of securing continuous protection to the seafarer has been attempted in Norway, where social insurance has taken over the greater part of the shipowner's financial liability as regards resident Norwegian seafarers. Under the general sickness insurance scheme, the shipowner provides medical care and maintenance as well as wages on board, but receives from the sickness fund the cash benefit which otherwise would have been due to the seafarer, so long as he provides maintenance. Abroad, the shipowner is responsible for providing care and maintenance on behalf of the sickness fund, and is repaid according to an agreed tariff by the fund; he is also entitled to family benefit from the fund while he pays the seafarer's wages abroad. When the shipowner ceases to pay wages, the family benefit is paid to the seafarer's dependants at home. If the seafarer has no family, he gets wages abroad from the shipowner, but the sickness fund does not pay cash benefit. When he returns to the ship's country after a stay abroad, or on his ship, the shipowner's liability to provide medical care and maintenance ceases altogether, and the sickness fund assumes responsibility for providing medical care. The shipowner still pays wages for one to three months or the remainder of such period, but is entitled, during such payment, to receive from the sickness fund the cash benefit that would otherwise be due to the seafarer or to his family. The shipowner, who pays one tenth of the sickness insurance contribution, is thus relieved of his financial obligations in respect of illness or incapacity of the seafarer not due to employment injury, with the exception of the following liabilities: wages and medical care on board during incapacity; full wages abroad to the seafarer who has no dependants, or the difference between wages and family benefit if he has de-
pendants, and the difference between wages and cash benefit to the seafarer in the ship's country; and cost of medical care and maintenance abroad in excess of the amounts refunded by sickness insurance. The seafarer is covered by general old-age assistance and unemployment insurance. There is no provision for invalids nor for survivors except in case of death due to employment injury (see paragraph 77).

Systems in Process of Development

55. In the absence of social insurance or assistance provisions for illness and short-term incapacity in Australia, before 1944, the shipowner alone was responsible for providing care and maintenance to the seafarer during illness outside the ship's country, and wages after his return. This arrangement left the seafarer without support for his family while abroad, and without free medical care at home. Long-term benefits were granted in the form of assistance under the general old-age, invalidity and widows' pensions schemes which covered seafarers who had their home in the country. However, benefits in case of short-term incapacity and unemployment have recently been introduced in the form of assistance. Pharmaceutical supplies and hospital care are, or will shortly be, provided as a public service, available to all residents, and financed out of returns from income tax. The resident seaman who has exhausted his benefits under shipowners' liability provisions becomes entitled to those of sickness and unemployment assistance, and to pharmaceutical and hospital care, within the country. Public services and social assistance are thus gradually assuming responsibility for the protection of the seafarer within the country who, as shipowners' liability ceases. His family, however, still remain without support during his absence abroad by reason of illness.

56. In the United States, social insurance for seafarers is still limited to old-age and survivors' protection; neither short- nor long-term incapacity, nor illness is covered by the general scheme. The shipowner, however, is relieved of his liability for providing medical care once the seafarer has returned to the ship's country, where the maritime hospitals and clinics of the Public Health Service give care free of charge as a public service financed from general revenue. The seafarer has a claim to damages from the shipowner if he can prove in the courts that his suffering or his disability, or pain and suffering endured as a result of injury aboard the ship, was due to negligence on the part of the shipowner, master, or any fellow worker. Up to the present, seamen's organisations have preferred these rights, as well as the legal right to wages for the
remainder of the voyage, to a definite but limited liability for cash payments by the shipowner and to workmen’s compensation.

International Standards

57. The Shipowners’ Liability (Sick and Injured Seamen) and the Sickness Insurance (Sea) Conventions, 1936, provide that shipowners’ liability shall cease from the time at which the seafarer becomes entitled to medical and/or cash benefits under an insurance or compensation scheme. Under the Sickness Insurance (Sea) Convention, 1936, however, care and medical benefit may be withheld when the insured person is on board or abroad. These provisions do not, therefore, necessarily ensure continuous protection, as shipowners’ liability may be limited to a maximum of 16 weeks; on the expiry of such period the seafarer may still be abroad, without protection other than that provided by the State for distressed seafarers.

The Risks of the Voyage

58. In all countries the principle that employers are liable to pay compensation for injury caused by accident resulting from employment is embodied in legislation, which provides either for compulsory accident insurance or, in a few countries, for the liability of the employer individually. This principle has been extended to cover a number of diseases which are found to be associated with certain occupations. The tendency to treat all illness or incapacity resulting from employment, whether due to traumatic injury—that is, injury produced by external violence—or to disease, on the same footing, for the purpose of compensation, has been given formal expression in the Income Security Recommendation, 1944, in which the expression “employment injury”, that is, injury giving rise to compensation without qualifying conditions and for which the employer is primarily liable, is defined as “traumatic injury or disease resulting from employment and not brought about deliberately or by the serious and wilful misconduct of the victim which results in temporary or permanent incapacity or death”. Higher compensation is payable for illness, incapacity or death due to employment injury than for other illness, incapacity or death, because they are deemed to be the result of special risks to which workers are exposed during their hours of work.

1 In this Report, the term “employment injury compensation” is, accordingly, used in the place of “workmen’s compensation for industrial accidents”, and the term “employment injury insurance” for “industrial accident insurance”. In the national monographs the risks covered by employment injury compensation, or insurance, are those defined by the relevant national laws or regulations.
59. In the seafarer's case, however, there can be no clear distinction between hours of work and hours of leisure, nor between risks inherent in the one but not in the other. During the voyage, with the exception of hours spent on leave in the ports of call, the seafarer is in the ship's service at any time, and though his actual work may involve risks he does not incur while sleeping or resting, he is still at sea and exposed to specifically maritime risks, and his health depends on the living conditions which the shipowner provides. Quite logically, therefore, shipowners' liability provisions apply, as a rule, to any illness originating during the voyage—illness meaning a morbid condition requiring medical care—irrespective of its cause. The problem is to bring the definition of the injury for which compensation is payable into harmony with the definition used in shipowners' liability provisions, by extending it to include any illness occurring during the voyage, whether caused by traumatic injury or by disease, and whether the seafarer is, or is not, actually working when he falls ill or is injured.

**Illness for which Shipowner is Liable**

60. Under the British Merchant Shipping Act, illness is covered if due to hurt or traumatic injury received in the ship's service, without further qualification or restriction, and in every other case if the illness occurs while the seafarer belongs to the ship, unless it is caused by his own wilful act or default or misbehaviour. It should be noted that, since 1925, venereal disease is no longer regarded as disqualifying the seafarer for medical benefits. There is no provision excluding illness due to injury not received in the ship's service from the scope of shipowner's liability. The seafarer evidently "belongs to the ship" while he is under articles of agreement with the shipowner, although this is not explicitly stated.

61. The Australian Navigation Acts have somewhat enlarged the scope of the risks covered without qualification. Not only illness due to traumatic injury received in the service by a seaman belonging to the ship, but also illness due to disease contracted in the ship's service gives rise unconditionally to shipowners' liability for providing medical care and maintenance. Other illness is covered as under the British Merchant Shipping Act, except that venereal disease still disqualifies the seafarer for benefit in respect of such disease.

62. Under the French seamen's law, illness due to traumatic injury received in the ship's service is always covered. Otherwise, the causal relation between the illness and the service is only required if the illness appears after the seafarer has been shipped but before the ship sails from the port where he was shipped, or
if it appears after he has been put ashore but before he is shipped again. Once the ship has sailed, any illness occurring on board entitles the seafarer to medical care and maintenance.

63. The Belgian, Netherlands, Norwegian and Swedish laws, on the other hand, have altogether dropped the causal relation between disease or traumatic injury and the seafarer’s service, and have included, in one way or the other, any illness manifesting itself in the course of the voyage. In Belgium, all illness occurring during the currency of the agreement gives rise to shipowners’ liability for medical care and maintenance, unless the traumatic injury causing it was met with on shore during absence of the seafarer without leave. Norwegian, United States and Swedish laws cover any illness unless concealed at the time of engagement. The Netherlands shipowner is liable for medical care and maintenance in the event of any illness occurring during “service on board”, which is deemed to start when the seafarer’s service on board begins according to the agreement, and to end when he is dismissed from his employment or resigns therefrom. In the United States, the shipowners’ liability extends to illness of the seafarer due to disease manifested or injury received while he is in the service of the ship.

64. In Australia, Belgium, Great Britain, Norway, Sweden and the United States, illness due to the seafarer’s own fault and not resulting from an employment injury does not entitle him to medical care. In France and in the Netherlands, however, medical care has been recognised as indispensable and is granted whatever the cause of the illness.

65. Thus, as a rule, any illness occurring during the voyage gives rise to shipowners’ liability for medical care and maintenance, unless it is due to the seafarer’s own fault or wilful act.

66. Under the Shipowners’ Liability (Sick and Injured Seamen) Convention, 1936, the shipowner is liable in respect of sickness and traumatic injury occurring between the dates specified in the articles of agreement for reporting for duty and the termination of the engagement, but exceptions may be made under the national laws or regulations in respect of traumatic injury incurred otherwise than in the service of the ship, traumatic injury or sickness due to the wilful act, default or misbehaviour of the sick or injured person, and sickness or infirmity intentionally concealed when the engagement is entered into. The Committee dealing with the subject was unanimously of the opinion “that any period which might elapse between the date of the engagement and the date fixed in the contract for the commencement of work should not entail the liability of the shipowner; but considered that the ship-
owner should be liable in respect of sickness or injury occurring after the date fixed for the commencement of work, whenever the actual commencement was delayed on the shipowner’s account”.

Incapacity for which Shipowner is Liable

67. Incapacity to do the usual work on board, resulting from an illness due to traumatic injury received in the ship’s service or from other illness entitling the seafarer to medical care, is generally covered by the shipowner’s liability to pay wages on board. When the seafarer has been landed, however, the criterion changes; once put ashore and discharged, he cannot resume his ordinary work on board. How long, then, is he assumed to be incapacitated for his usual occupation after having left the ship?

68. In some countries, such as Belgium, Chile and France, incapacity entitles the seafarer to wages if it results from an illness for which the shipowner is liable to provide medical care and maintenance. The seafarer is deemed to be incapacitated as long as he needs medical care ashore. Thereafter, if he was left abroad, wages continue to be payable, irrespective of the continuance or otherwise of physical incapacity, until he returns or finds suitable employment, or until the time limit for shipowners’ liability has expired.

69. A different solution has been adopted in Norway, where the seafarer landed by reason of illness is assumed to be incapacitated as long as he is unable to take employment corresponding to that he had when he left the ship. In the case of a master, the criterion is inability to command the vessel. In Sweden, wages are payable for a prescribed period irrespective of the duration of incapacity after the seafarer has been put ashore. The concept of incapacity is therefore only relevant to the master’s duty to leave the seafarer ashore, and the seafarer’s right to wages if he is left ashore. Wages must be paid if the seaman was discharged because he had been rendered incapable, by disease or traumatic injury, of performing his duties for a considerable time, or because he was suffering from a disease which involved danger to persons on board. The master may go ashore if he is incapable of commanding the vessel.

70. Australian law obliges the shipowner to grant wages when the seafarer is landed in Australia, but not when he is left abroad, and the conditions for obtaining such wages are more onerous than in other countries. The illness must be due to a traumatic injury received or a disease contracted in the service of the ship, or to a

disease contracted on board the ship, requiring at least 14 days' medical care, necessitating the seafarer's being left ashore, and rendering him wholly incapable of performing his duties.

71. The Netherlands shipowner, who is liable under a separate law for incapacity due to an employment injury, has to pay cash benefit in the event of incapacity not due to employment injury if the illness occurs at any time during the currency of the agreement, and not only if it occurs during actual service on board. In other words, the shipowner is also liable when the seafarer falls ill ashore while under agreement but before having taken up his service, or after having left the service, provided he is incapacitated for work by such illness. The law, however, does not specify the nature of the incapacity during which the seafarer is entitled to cash benefit after having been landed.

72. Under the Shipowners' Liability (Sick and Injured Seamen) Convention, 1936, incapacity entitles the seafarer to benefit if it results from disease or traumatic injury covered by the Convention; nothing is said as to what constitutes incapacity after the seafarer has left the ship.

73. The essential purpose of shipowners' liability for payment of wages is thus to assure the seafarer of income until he is capable of resuming sea service, whether, if he had remained on board, he would or he would not have been able to do the whole or part of his usual work, or some other work on board. During his absence abroad he may therefore be assumed to be incapacitated as long as he needs care, and, thereafter, until he actually finds or is offered suitable employment. Once he has returned to his country of residence, however, and is no longer in need of care that cannot be given on board, he may be assumed to have recovered. If he does not find employment immediately, he can then be deemed to be unemployed; if he is permanently incapacitated, he may be deemed invalid.

Risks Covered by Employment Injury Compensation

74. Workmen's compensation, superimposed as it was on shipowners' liability, has applied to the seafarer's case its own definitions of employment injury, designed for shoreworkers, and thus artificially divided what naturally forms a whole. In practice, compensation is payable only where the injury is due to accident which is, or can be presumed to be, caused by the employment or to specified diseases connected with the seafarer's calling, such as beri-beri. A complicated and often incongruous system of provisions covering illness occurring during the voyage and the consequences of such illness has frequently resulted from this distinction between risks
covered by compensation and other risks incurred by the seafarer during the voyage.

**Individual Liability of Employer for Compensation.**

75. Where compensation for employment injury is still the employer's individual liability, as in Great Britain and Australia, the shipowner pays compensation at statutory rates if the illness for which he has to provide care and maintenance under the shipping laws is caused by an employment injury, namely, injury by accident arising out of and in the course of employment. Such compensation can be claimed in court only when the seafarer returns to his country of residence—which is also the ship's country—but can be claimed also in respect of periods of incapacity preceding his return. Various devices have been used to avoid imposing a double liability on the shipowner. In Great Britain, for instance, workmen's compensation is not due for periods of incapacity during which the shipowner provides maintenance. Medical care is granted under the Merchant Shipping and Health Insurance Acts, as in case of other illness. In Australia, only wages and compensation are mutually exclusive, but maintenance costs defrayed by the shipowner are deducted from compensation payable in respect of the same period of incapacity. Medical care, of course, is only provided once, and the shipowner's liability continues when his obligation under the employment injury compensation law ceases. Under this law, he pays not more than £25 for medical care in any one case, whereas his liability under the Navigation Acts is unlimited until the seaman returns.

**Employment Injury Insurance.**

76. In countries with employment injury insurance, the insurance carrier assumes the whole or part of the shipowner's liability in respect of illness and incapacity where the injury is one which does, or may ultimately, give rise to the payment of compensation.

77. Under the Belgian scheme, the cost of all medical care provided, whether on board or abroad or at home, is eventually borne by the insurance fund, whereas cash benefit only becomes payable when the shipowner's liability ceases: on the return of the seafarer, or when incapacity becomes permanent or when the voyage would have ended. If a traumatic injury is met with on shore in Belgium, cash benefit is paid from the day following that of the accident. The territorial principle, that insurance grants benefits only within
the national territory, has thus been abandoned in the case of employment injuries. In Norway, medical care is also entirely at the expense of employment injury insurance, which relieves the shipowner of his liability to provide such care both on board, abroad and at home, in return for his contributions. The insurance fund also turns over to the shipowner the family cash benefit otherwise due to the seafarer for the period during which he pays wages abroad, as well as any cash benefit due while the seafarer receives wages at home after landing or on return. The shipowner thus remains liable for wages on board, for wages and cost of maintenance in excess of family cash benefits abroad or at home, and for the cost of any medical care abroad in excess of that assumed by the Fund. The Netherlands Maritime Insurance Fund insures the shipowner against his financial liability to pay cash benefit in case of a seafarer’s incapacity for work suited to his powers before the accident and to his capabilities, paying the benefit in his behalf for an unlimited period. The shipowner remains individually liable to provide care and maintenance.

78. In France, where seamen’s insurance and shipowner’s liability have been integrated, as was shown in paragraphs 50 to 53 and 57, the employment injury insurance branch of the Maritime Provident Fund assumes responsibility for medical care when the seafarer returns, and for cash benefit after 4 months ashore, whether the seafarer is abroad or in France. The French system, however, has taken account of the fact that all illness occurring during the voyage constitutes an occupational risk though a distinction is maintained between cases due to an accident, that is, a sudden occurrence which could not be foreseen and which arose out of, or in the course of, the voyage, and other illness occurring during the voyage. If the illness is not due to accident, but occurs during the voyage, it gives rise to cash benefit and medical care without qualifying conditions, but the rate of benefit is lower than that provided for in case of accident. If the illness occurs after the seafarer’s return, however, and the traumatic injury or disease was not received or contracted in the ship’s service, cash benefit and care are granted only subject to a qualifying period of membership and contribution.

The Risk of Death.

79. The seafarer’s family must not be left destitute if the breadwinner dies. His death may occur during the voyage or while he is ashore between two engagements. It may be questioned, as in the case of illness or incapacity, whether the concept of employment injury, as applied to shore workers, fits the case of the seafarer. If
he dies during the voyage, or as the result of an illness which first required care during the voyage, he may well be deemed to have died in the course of his employment.

80. This wider concept is, in effect, the one generally obtaining under maritime law governing the shipowner's liability for payment of funeral expenses and, in some cases, of wages to the seafarer's family. Such benefits are payable in the event of the seafarer's death during his service or while he is in receipt of medical care ashore, at the shipowner's expense, in Norway and Sweden; in Australia, Belgium, France, Great Britain and the Netherlands, death must be a result of an illness in respect of which the shipowner was, or would have been, liable for providing medical care and maintenance. As a rule, this means that any death due to a traumatic injury or to illness occurring in the course of the voyage is covered by shipowners' liability.

81. However, when social insurance schemes were extended to seafarers, the narrower definition of employment injury—essentially injury by accident only—obtaining for shoreworkers, was superimposed on the wider definition of the maritime law. The widow and children of the seafarer accordingly are granted employment injury compensation without qualifying conditions only if death is caused by traumatic injury arising out of and in the course of employment, or by specified diseases assumed to arise out of employment. In all other cases, dependants receive ordinary survivors' benefits, if any, provided the prescribed qualifying period had been completed by the seafarer at the time of his death and that his widow has attained the pensionable age or has dependent children. The pensionable age for the widow is 65 years in the United States, 60 years in the Netherlands, and 50 years in Australia. In Belgium, the amount of the pension varies with the age of the widow; in Chile and Great Britain, it depends on the age and membership of the husband only. There is no provision for survivors' pensions in Norway and in Sweden.

Social Security Benefits

82. In consideration of their economic and strategic value and of the hardships and hazards they undergo, seafarers have been among the earliest group to be endowed by the State with social security schemes, and the benefits they enjoy are as a rule superior to those afforded to shore workers. During World War II the pre-eminent services of seafarers to the Allied cause have placed the States under the obligation to develop these schemes yet further, among other measures for their social advantage. Most maritime
countries have already granted the seafarer some special privilege, either in the form of full wages during temporary incapacity abroad, or of old-age pensions granted at an early age, or of higher benefits to his family if he dies during the voyage, or all of these.

Benefits in Case of Illness and Incapacity

83. The seafarer who is ill on board does not, for that reason, leave the "domestic community" of the ship's crew. His wages must serve as his future means of livelihood during the normal interval between two voyages. If he is married, his family, to whom part of his wages are usually allocated, continues to need such income for their maintenance. If landed abroad, the seafarer has little likelihood of resuming his duties on board the same ship in whose service he fell ill, and is thus away from his home or family, incapacitated and with the prospect of unemployment. His maintenance during illness abroad does not benefit his family at home, which continues to need the greater part of his money wages. The rest of these wages represents but a small cash income serving to cover his out-of-pocket expenses during or after his illness and until he returns. These reasons may be deemed to justify the payment of full wages during illness on board and abroad, at least for the duration of temporary incapacity.

84. On his return to the ship's country, which is also his country of residence, the incapacitated seafarer who was injured by accident (or contracted a disease specified as occupational) during the voyage may claim compensation granted for employment injury, or, if the more liberal interpretation of such injury prevails, he may claim compensation for incapacity due to any disease or traumatic injury. As his earnings consist of two elements, his wages or share in profits, fixed in terms of money, and the value of his maintenance on board, compensation must be measured by comparison with his total remuneration, including maintenance, unless he is entitled to an allowance for board and lodging after his return.

85. If the seafarer falls ill ashore in his country of residence during the interval between two engagements, and if the disease or traumatic injury causing his illness was not contracted or received during the voyage, his case still differs from that of the shoreworker, in that he was temporarily unemployed when he fell ill. This unemployment, however, if not of excessive length, is a normal pause in the rhythm of his employment cycle. If he falls ill during such normal interval, he may therefore be deemed to be losing earnings—potential earnings—by reason of incapacity on medical grounds to resume sea service. Such loss may by far exceed the amount he might have earned during his illness if he has missed the next
opportunity to embark on a voyage. Considering these risks and uncertainties of the seafarer's occupation, a higher rate of sickness benefit may appear justified, although the illness did not begin during the voyage. There must, of course, be good reason to believe that the patient still properly belongs to the seafarers' calling. If subsequently his incapacity proves to be of a permanent nature, or persists after the need for care has ceased, benefit may be adapted to the standards obtaining for invalidity pensioners.

86. To the questions raised by these issues, the several maritime countries have given different answers. Wages are always payable while the seafarer is ill on board, but on his being landed his rights differ from country to country.

The Maintenance Principle.

87. Some countries, as we have seen above, deem it sufficient to provide for the maintenance of the seafarer and his family. The British Merchant Shipping Act assures the seafarer of full wages on board, but abroad only of maintenance at the shipowner's expense, while his family at home is maintained by the flat-rate benefits of health insurance. On his return, he himself receives these benefits like other workers. The wages voluntarily paid by shipowners for not more than 12 weeks to the seafarer left abroad are in addition to maintenance and family support. If the incapacity is due to an employment injury of accidental origin, cash payment under workmen's compensation law can be claimed on the seafarer's return, but not for periods of free maintenance at the shipowner's expense. Nor can both health insurance benefits and compensation be claimed in respect of the same incapacity, except for the excess, if any, of benefit over and above compensation. Thus the seafarer does not, at present, enjoy any privilege of a statutory character, but is assured of free maintenance while he is ill abroad, and of health insurance benefits for his family at home during his absence. Supplementary benefits were paid during the war, while the seafarer was a member of the reserve pool.

The Equality Principle.

88. In the Netherlands, no special privileges were granted seafarers after their landing under the pre-war system of protection. Benefit rates under the seafarers' employment injury scheme and the shipowners' liability provisions were no higher than those under general sickness and accident insurance. In the event of illness not due to accident, the rate was 80 per cent. of money wages, excluding the value of maintenance. This placed seafarers at a disadvantage as compared to shoreworkers. However, they were
entitled to full wages on board, and to medical care and maintenance both on board and abroad, whereas shoreworkers had no title to medical care under compulsory sickness insurance. In the event of employment injury of accidental origin, compensation for seafarers was 70 per cent. of the total remuneration, including the value of maintenance, or a fraction of such rate corresponding to the loss of earning capacity as compared to 80 per cent. of wages during the first six weeks, and 70 per cent. thereafter, for shoreworkers; medical care and maintenance, however, were provided as for illness not due to accident.

The Additional Benefit Principle.

89. In a number of maritime countries, seafarers are entitled to the same benefits as other workers, but receive some additional income in one form or another. In Australia, for instance, under the recently extended social security system and the Navigation Acts already in force, the seafarer enjoys, on or after his return, higher benefits than shoreworkers, in that he gets his full money wages instead of the flat-rate benefits payable under the sickness assistance scheme. Full wages are paid for a period depending on the date when the seafarer's original engagement would have expired. When full wages cease to be payable, the seafarer draws ordinary benefits under the general assistance scheme. If compensation is due for employment injury of accidental origin, it is only paid in respect of periods during which the seafarer did not draw wages, and maintenance costs, if defrayed by the shipowner, are deducted from compensation, which is payable under a special seafarers' scheme but at the same rates as compensation under the general employment injury scheme for shoreworkers. However, in virtue of the new sickness and unemployment assistance law, such payments of compensation are now set off against the flat-rate sickness benefit which is granted without time limit during temporary incapacity.

90. Much the same principles apply in Norway and Sweden. Under Norwegian law the seafarer, in the event of an employment injury of accidental origin, is covered by a special insurance scheme, providing the same benefits as are paid under the general scheme, and by shipowners' liability provisions. While abroad in hospital, he is assured of cash payments to his family by the accident fund and, moreover, receives the difference between such payments and his wages as long as the shipowner is liable. At home, he is entitled either to the ordinary cash benefit of 60 per cent. of his remuneration (as fixed for each rank or class by law), if receiving non-residential care, or to family benefit (20 per cent. of his wages for
his wife and 15 per cent. for each child, subject to a maximum of 50 per cent. of his remuneration) if in hospital. In addition, the difference between his money wages and such benefits is due to him by the shipowner. If an illness occurring during the voyage is not due to accident (or specified occupational diseases), wages are payable by the shipowner ashore, and ordinary sickness benefits when such payment ceases. Where the seafarer falls ill ashore while not under agreement, only the ordinary insurance benefits accrue to him. The extension of these benefits during the emergency period will be described below. In Sweden, there is no general compulsory sickness insurance, but the seafarer receives care, maintenance and wages from the shipowner in the event of illness occurring during the voyage, but not due to accident. If illness or incapacity results from an employment injury of accidental origin, general accident insurance provides its ordinary benefits, based on remuneration including maintenance, and the excess of money wages over such benefits is due at the shipowner's expense.

91. In France, seafarers are covered by special schemes, but the principle of additional benefits is much the same as in Norway. The seafarer who falls ill during the voyage receives full money wages for 4 months after having been left ashore, whether abroad or at home. Ordinary insurance benefits then become payable, but without qualifying conditions. These benefits are higher in respect of an employment injury of accidental origin than in the event of incapacity due to other causes, being two thirds of money wages in the former and one half in the latter case, plus children's allowances at flat rates in either case. Moreover, he is entitled both to medical care and to maintenance, whether in hospital or at home, for 4 months; if he was left abroad ill and has not returned after 4 months, his title to both continues until he returns. After 4 months, or on his return, if later, he receives the full benefits provided under the insurance scheme and no deduction is made from cash benefit while he is in hospital. However, if he falls ill ashore within a prescribed time limit after discharge, and the illness was not due to a disease contracted in the ship's service or to traumatic injury sustained in such service, he receives only the ordinary sickness benefits of seafarers' insurance on condition of having completed the prescribed qualifying period. If and when incapacity becomes permanent, a pension not exceeding three fourths of his wages is paid where the incapacity results from an employment injury of accidental origin. Where incapacity is not due to such injury, invalidity benefit is paid at the uniform rate of 50 per cent. of the earnings, whether the illness occurred, or did not occur, during the voyage, but the qualifying period is shorter if the ill-
ness occurred during the voyage. Family supplements are always at flat rates.

92. In the United States, medical care and maintenance are due to the seafarer either at the shipowner's expense or at that of the U.S. Public Health Service, whereas no such benefits are provided for shore workers, except under workmen's compensation laws.

93. The Chilean seafarer receives in case of employment injury of accidental origin, compensation at the ordinary rate when ashore in the ship's country, and full wages from the shipowner while on board or ashore outside the country. In case of illness not due to accident, the master or officer is entitled to full wages abroad, and on his return to sickness benefit under a special scheme, plus the difference between such benefit and his wages from the shipowner. Ratings, however, are entitled, after their return, to ordinary sickness and invalidity benefits only.

The Privileged Seafarer.

94. Before the war, the Belgian seafarer enjoyed an altogether privileged position. He was protected against all risks under a special scheme, while no compulsory sickness insurance existed for shoreworkers. Abroad, he received his full remuneration, both money wages and value of maintenance, as well as medical care, until he returned, or until his original engagement would have expired, with the sole reservation that medical care and maintenance ceased to be due when the illness became chronic. On his return or on the expiry of the time limit for shipowners' liability, the Seafarers' Provident Fund paid sickness or invalidity benefit at flat rates and granted medical care for at least two years when necessary if the illness was not due to an employment injury. In the event of an employment injury of accidental origin the Employment Injury Insurance Fund for seafarers paid benefits at the same rates as the general fund for shore workers (50 per cent. for short-term and 66⅔ per cent. for long-term incapacity), but not before the seafarer's right to full money wages had been exhausted. In effect, the seafarer thus received full money wages, as well as maintenance, until he returned, or for the maximum period of shipowner's liability. Medical care was provided by the Employment Injury Insurance Fund until the amount of the permanent invalidity pension was finally settled, that is, up to three years after the date on which incapacity was deemed to have become permanent. These privileges were further extended during the emergency period by the introduction of higher sickness benefits and by the raising of

1 A comprehensive system of social insurance for shoreworkers has been introduced as from 1 Apr. 1945.
employment injury compensation to 80 per cent. of money wages or profits. The Belgian Government is at present planning a new seafarers' insurance scheme which will probably embody the improvements introduced during the emergency period.

95. The Netherlands Government has also improved the seafarers' position during the emergency period. Employment injury compensation has been raised by 50 per cent. or to full wages plus maintenance in case of total incapacity, and medical care is granted for 52 weeks both in the ship's country (the United Kingdom)\(^1\) and elsewhere abroad. Ordinary sickness benefit remains at 80 per cent. of money wages, but a shore bonus is added to such payment. The combined effect of these measures is to assure the seafarer of full remuneration, including cost of maintenance, during illness and incapacity resulting from employment injury of accidental origin (or due to specified diseases assimilated to accidents), whether such injury is due to the war or not, and to 80 per cent. of money wages, plus maintenance allowance and shore bonus, during incapacity not due to accident. Similarly, benefits to Norwegian seafarers have been extended by the granting of cost-of-living allowances under the seafarers' employment injury scheme and by the provision, under sickness insurance, of family benefit at increased rates and residential care for 52 weeks instead of 39. It should be recalled, in this connection, that British shipowners now pay money wages abroad, voluntarily, for 12 weeks at most, and that the awards of the Australian Commonwealth Court of Conciliation and Arbitration considerably extend the shipowner's liability by obliging him to pay wages beyond the maximum period provided for in the Navigation Act. United States shipowners are liable to pay wages to the end of the period for which the seafarer was originally engaged.

96. The seafarer's position in case of illness or incapacity has thus, generally speaking, tended to become steadily more favourable. The Seafarers' Charter which was submitted to the Joint Maritime Commission by the International Transport Workers' Federation and the International Mercantile Marine Officers' Association provides for considerably higher benefits than those granted to the majority of shore workers.

Benefits in Case of Old Age and Death

97. The arduous nature of the seafarer's employment imposes a more than usual strain on body and mind, and accordingly requires more than average powers of physical endurance and mental

\(^1\) The United Kingdom was provisionally chosen as the ship's country during the war.
balance. Sea service is not, therefore, an occupation for older workers, and provision should be made for the recruitment of young people and their early retirement from the service. The high risks involved, moreover, would appear to entitle the seafarer to more than ordinary benefits on retirement from navigation and his survivors to higher pensions if he dies in the course of duty.

Pensionable Age.

98. A number of maritime countries accordingly provide for seafarers' retirement pensions at an age considerably below the pensionable age obtaining under general pension schemes. The lower limit is 50 years in France and 55 years in Belgium; the pension is paid after 15 years of sea service in both countries. Its amount depends on length of service and on contributions paid; to enjoy the maximum pension, 25 years of sea service are required in France. In both countries, the actual methods of computation are very complicated: a complication which may be ascribed to the desire to relate benefits as closely as possible to actual earnings and contributions, and to take into account as many individual factors as possible. Under Chilean law, masters and officers are entitled to retirement pensions at the age of 55, after 30 years of service. Ratings can opt for a pension at the age of 55, 60, or 65; the pension depends on their contributions.

99. Other countries did not, before the war, provide special retirement pensions for seafarers. In Australia, Great Britain, the Netherlands, the United States and Sweden, for instance, resident seafarers were covered by the general old-age pension schemes. Recently, however, the Swedish legislature has introduced a special supplementary pensions scheme for seafarers. The special pension is payable at the age of 55 years. When the general old-age pension becomes due on attainment of the age of 67, the special pension is reduced by a uniform amount. It should be pointed out that this system is in conformity with the Income Security Recommendation, 1944, which stipulates, in paragraph 27, subsection (2), that separate insurance schemes should provide supplementary, but not alternative, benefits for occupational groups such as seafarers. The Netherlands Government is preparing a special pension scheme for seafarers to come into force when the merchant navy returns to its home ports; the Norwegian Government in London paid, during the emergency period, a pension on the attainment of the age of 60 which varied according to rank or rating. Under the general old-age assistance scheme in Norway, it should be recalled, the pensionable age is 70 years and the pension is granted subject to a means test.
100. It goes without saying that the seafarer who retires from sea service is not expected to give up every kind of remunerative work. On the contrary, he may be expected to take up some occupation less onerous than that of navigation on the high seas, and thus to add to his income.

101. The International Transport Workers' Federation and the International Mercantile Marine Officers' Association have proposed to the Joint Maritime Commission the payment of retirement pensions at the age of 55, at rates in excess of those proposed in the Income Security Recommendation, 1944.

Survivors' Benefits.

102. The seafarer's widow and children might be expected to share his title to higher benefits where his death is due to illness or injury occurring during the voyage. As yet, however, the majority of maritime countries have made no special provision for seafarers' widows and orphans under their normal peacetime legislation.

103. In Australia, Great Britain, the Netherlands, and the United States, seafarers are normally covered by the general survivors' schemes in the event of death from illness not due to employment injury of accidental origin. As has been seen already, there are no such schemes in Norway and Sweden. Belgium and France have special schemes of survivors' insurance for seafarers, but only the French provisions go beyond what is granted under the general insurance scheme. Under these provisions the widow of the seafarer is entitled, at the age of 40 years or if there are dependent children, to a pension of half the amount of the seafarer's old-age pension, and his children each receive 10 per cent. of such pension; under the general survivors' scheme only lump-sum payments are made in case of death of the breadwinner, except in special cases. During the war, however, survivors' benefits were extended and raised by the Belgian and the Netherlands Governments in London.

104. If death is due to employment injury of accidental origin, higher compensation is payable to survivors of seafarers than in case of death due to other causes. Before the war, however, rates of benefit were not generally higher than those for shoreworkers. Employment injury compensation was considerably increased during the emergency period for Belgian and Netherlands seafarers.

Benefits in Case of Unemployment.

105. The seafarer's employment is one of changing fortunes, and most sensitive to fluctuations in world economic conditions,
but relatively few countries have as yet introduced unemployment insurance for seafarers. The exigencies of the war and the necessity for maintaining a steady reserve of manpower for the merchant navies of the United Nations, however, led to the formation of reserve pools. Merchant seafarers who are not actually under agreement with the shipowner or the responsible Government agency become members of the pool, and as such receive waiting pay until they are re-engaged on a ship of their own or of the merchant navy of another of the United Nations. Where there is no reserve pool, unemployment benefit is indispensable.

106. Unemployment insurance for seafarers existed before the war in Great Britain and in Norway. Australia has, in recent years, introduced unemployment assistance under which benefit is granted, subject only to a liberal means test, for unlimited periods. A married man receives 25s. a week, minus income in excess of 20s., plus 20s. in respect of his wife and 5s. for one child under 16 years of age. The other children receive 5s. a week under the Child Endowment Act. The total income of the unemployed man with three children can thus attain £4 a week. Most other maritime countries have only older forms of unemployment assistance, which may more appropriately be termed relief.

107. According to modern conceptions, unemployment benefit is a short-term benefit of the same nature as sickness benefit. Sickness benefit is paid for loss of earnings due to abstention from work necessitated on medical grounds by an acute condition due to disease or traumatic injury requiring medical care or supervision; unemployment benefit is paid for loss of earnings due to the unemployment of a person who is ordinarily employed, capable of regular employment in some occupation and seeking suitable employment (paragraph 14 of the Income Security Recommendation, 1944). Unemployment insurance for seafarers, however, must take into consideration the fact that the seafarer is normally unemployed for at least some time between two engagements, and provision for this normal interemployment period must be made in the financing of unemployment insurance.

Conclusions

108. All maritime countries have taken steps to afford the seafarer protection against illness and loss of income suffered during the voyage, and to make this provision as continuous as possible. Everywhere, the shipowner is primarily liable at least for providing medical care, maintenance and repatriation if the seafarer is left ashore during the voyage. Social insurance or assistance
schemes have been superimposed on this older liability and adapted, with more or less success, to the particular conditions of sea service. In the linking up of the two systems, the territorial principle of social insurance had to be partly abandoned. On the other hand, there no longer seemed to be any cogent reason for letting each shipowner individually bear the risks incurred by the particular seafarers in his service. Accordingly, the insurance principle was gradually extended to cover more and more of the risks for which the shipowner was originally made liable.

109. The extension of employment injury insurance to include such part of shipowners' liability as related to employment injuries of accidental origin was the first step in this direction; the costs of such insurance were borne as a rule by the employer alone. This was followed, in some cases, by the inclusion, within the risk covered by sickness insurance, of illness abroad not due to accident. There remained, however, the discrepancy between the ordinary benefits of insurance, and the greater liability of the shipowner, a liability designed to compensate the seafarer for the risks peculiar to his calling, which takes him away from his home and country and demands that, during the voyage, he spend his whole time in the ship's service. This liability, as a rule, embraces all illness and traumatic injury occurring during the voyage, while employment injury insurance and sickness insurance distinguish between illness and incapacity due to accident, on the one hand, and illness not due to accident, but to disease, on the other, thus separating artificially what, in the older maritime law, is deemed to be indivisible. The sick or incapacitated seafarer consequently finds himself entitled in a number of countries to a medley of benefits made up of medical care, maintenance and wages provided by the shipowner, sickness benefits in cash and in kind, and employment injury compensation and care, all at different rates and of varying duration.

110. Protection against other, chiefly long-term, risks, such as old age or invalidity and death not due to employment injury, is usually afforded under social insurance, assistance or public service schemes, either general or special. There is a tendency to provide old-age pensions at a lower age than to workers in general, and higher benefits to survivors if the seafarer dies in the course of duty.

B. Protection of Resident Foreign Seafarers

111. Protection of resident national seafarers, while fairly complete in most of the maritime countries, does not always, or throughout, apply to foreign seafarers resident in the ship's country. Nationalistic tendencies have prevailed so strongly in some countries
that resident foreign seafarers are wholly excluded from seafarers' insurance and are protected only by a restricted form of shipowners' liability. Others, again, grant social security benefits under the general schemes as a rule to all resident seafarers, national or foreign, but discriminate according to nationality in the maritime law governing shipowners' liability, or under the special insurance schemes for seafarers. A third group confines the scope of social security schemes, but not shipowners' liability, to resident persons. Finally, some maritime countries which are largely dependent on foreign manpower for their extensive shipping trade, make no distinction, either by residence or by nationality, and protect all those employed on their ships who qualify for the services or benefits provided.

**Scope of Protection**

**Dependence of Protection on Nationality**

112. One of the most comprehensive systems of seafarers' protection, the French seafarers' insurance and pension scheme, is reserved exclusively for persons of French nationality and, in the case of illness or incapacity, to Natives who are French subjects or subjects of French protectorates or mandated territories. The shipowner, however, has to pay, in respect of old-age and survivors' insurance, both the employer's and the seafarer's contribution for foreign subjects serving on his ships.

113. Under French maritime law, the shipowner is liable to provide medical care and maintenance for the foreign seafarer, wherever his residence, until he is cured, or his wound is healed, or until his condition has passed through the acute stage and become chronic. If the foreign seafarer is left ashore, only residential care is granted, except where his home is in France, and in this case he is also entitled to non-residential care and maintenance on return to his home. He is repatriated to the port where he was shipped, unless some other port was agreed upon between him and the shipowner. No wages are payable. Thus, the foreign seafarer employed in French ships receives medical care and maintenance and repatriation at the shipowner's expense, but no other benefits, whether he is resident in France or elsewhere. If he dies, only funeral expenses are paid by the shipowner.

**Dependence of Protection on Nationality or Residence**

114. The Norwegian law does not go as far as the French law in discriminating against foreigners, but reserves to Norwegian citizens some or part of the privileges granted to seafarers. Under
general sickness or unemployment insurance, residence in Norway determines the right to benefit, irrespective of nationality. Only Norwegian seafarers, however, are entitled to full benefits under special employment injury insurance and shipowners' liability provisions, while some benefits, such as repatriation, are available only if the national seafarer actually has his residence in Norway. Thus, foreigners on Norwegian ships, although resident in the ship's country, receive, in the event of an employment injury, only residential care under the employment injury scheme, and, in case of other illness, only 6 weeks' medical care and maintenance, instead of 12, at the shipowner's expense when left ashore, plus wages varying from one to three months, unless a reciprocity agreement has been concluded with the seafarer's home country. Where such a treaty exists, the foreign seafarer receives the same benefits as the Norwegian. Treaties had been concluded before the war with Denmark, Iceland, the Netherlands and Sweden. Old-age pensions, awarded subject to a means test under a system financed by a special tax and subsidies from general revenue, are available only to Norwegian citizens resident in the country.

115. In Australia, long-term benefits, namely, old-age, invalidity and survivor's pensions, are reserved to British subjects. Short-term benefits under sickness and unemployment assistance, hospital care and pharmaceutical supplies are available to all persons, British or foreign, who are ordinarily resident in the country. Shipowners' liability, on the contrary, depends neither on the seafarer's residence nor on his nationality, but on the fact of his belonging to a ship covered by the relevant provisions of the Navigation Acts.

116. Benefits of general social insurance or assistance schemes of the United Kingdom are as a rule granted to all seamen whose residence is in the country, whether they are British subjects or not. Long-term benefits are paid subject to a minimum qualifying period. Employment injury compensation can only be claimed in court if not settled by agreement, and is thus, in effect, reserved to resident seafarers of whatever nationality. Shipowners' liability for medical care, maintenance and repatriation, on the other hand, depends neither on residence nor nationality, but on the seafarer's service in the ship of the country. Thus, the seafarer must have his permanent abode in the ship's country to be entitled to the benefits of social security schemes covering common risks, and his temporary abode on a ship belonging to the country in order to be entitled to protection under maritime law until he returns to his permanent abode. In other words, the shipowner is liable for protecting the seafarer belonging to his ship until he returns to the
country to which he belongs, which is then presumed to provide all further protection required. The position is much the same in Chile.

**Dependence of Protection on Nationality of Ship**

117. Neither the residence nor the nationality of the seafarer determines his rights under the social security schemes and maritime laws of Belgium, the Netherlands and the United States. In these countries, the nationality of the ship is the decisive factor. In Belgium, the foreign resident seafarer enjoys the same rights as the national seafarer when sailing under the Belgian flag, with the one reservation that foreign old-age pensioners and widows of foreign seafarers are not entitled to the State subsidy, except under a reciprocity agreement. In the Netherlands, seafarers' employment injury compensation is payable if the shipowner is resident in the Netherlands or if the ship is fitted out in that country and at least one half of the crew are residents. Under the general pension scheme covering the risks of invalidity, old age and death, the Netherlands seafarer, in order to enjoy the benefits provided by the scheme, must either be resident in the Netherlands or be employed on a ship which usually ends its voyages in a Netherlands port. The foreign seafarer must be either resident in the Netherlands, or his employer must reside in that country. In the United States, all seafarers on American ships are entitled to medical care and maintenance at the shipowner's expense abroad, and at that of the Public Health Service in the U.S.A. Old-age and survivors' insurance covers every person, irrespective of citizenship or residence of himself or his employer, who performs service on, or in connection with, an American ship under a contract of service entered into within the U.S.A., or who serves on an American ship that touches port in the U.S.A.

**Summary**

118. Protection of resident foreign seafarers under the provisions of the ship’s country is not everywhere complete. In many maritime countries, the foreign resident is entitled to the benefits granted in case of risks common to all employed people, such as ordinary sickness, invalidity, old age, death or unemployment, where such risks are insured. Illness or injury occurring during the voyage, the risks peculiar to the seafarer's employment and connected with life on the ship rather than with residence in the ship's country, are usually treated without regard to residence, but preferential treatment is granted to citizens in some countries. Others have approached the problem in an international spirit, making no distinction according to nationality under maritime law.
C. Protection of Non-Resident Seafarers

119. Non-resident seafarers, to be completely protected against the risks of illness, incapacity, death, old age and unemployment, would have to be covered either wholly by the social security schemes and maritime laws of their country of residence, even while employed on a foreign ship, or by their own countries' social security schemes in respect of ordinary risks common to all residents, and by the ship's country in case of illness beginning, or death occurring, during the voyage, at least while they are away from their country of residence. Solutions on one or other of these lines have been attempted by the several maritime countries.

PROTECTION BY SHIP'S COUNTRY

Protection Limited to Time of Return

120. Under the British Merchant Shipping Act, shipowners' liability, as has been seen above (paragraph 116), applies indiscriminately to all seafarers employed on the country's ships; the protection is granted until the seafarer returns to the port where he was shipped or to a port in the country to which he belongs, or a port agreed upon, provided he was left ashore ill during the currency of his agreement. Thereafter, the social security schemes of his country of residence are presumed to take over responsibility for his protection, whether he is a citizen of the ship's country or not. The British seafarer who sails on a foreign ship can maintain his insurance at home by voluntary contributions if he does not wish to lose his rights in course of acquisition in the United Kingdom. In Australia, non-resident seafarers shipped in the British Commonwealth receive medical care and maintenance until they return at the shipowner's expense to the port where they are entitled to be discharged in accordance with their agreement. Those shipped outside the Commonwealth, however, have a claim to care and maintenance until they are cured, but not to free repatriation. The British seafarer who sails on a foreign ship but has his home in Australia is not deemed to have interrupted his residence and so does not lose his right to receive sickness and unemployment assistance when he is ashore in Australia, or to claim non-contributory old-age and invalidity pensions on attainment of the pensionable age. Widows' pensions depend on the widow's residence in the country, and not on that of her husband. Thus, if the same principles were applied in other countries, the seafarer would be protected on board and abroad by the shipowners' liability provisions of the ship's country and at home by the social security schemes of his country of residence. Other countries, however, apply different principles.
Protection Limited to Period of Temporary Illness

121. The non-resident foreign seafarer, serving on board a French ship, is entitled to medical care and maintenance under shipowners' liability provisions and to repatriation to the port of shipment, but neither to wages nor to social insurance benefits. However, as has been seen above (paragraph 113), medical care and maintenance are granted until he is cured or becomes invalid. If he is left ashore outside France or Algeria, these liabilities may be discharged by payment of a lump sum.

122. The French seafarer resident outside France, but employed on a French ship, can claim all the benefits provided under the maritime law and the seafarers' social insurance schemes. The insurance medical care service, however, is available only within the country, and it may be presumed that the shipowner remains liable to provide care and maintenance abroad until the French non-resident seafarer is cured or becomes invalid. The shipowner, moreover, pays wages for not more than 4 months; thereafter, sickness, invalidity or employment injury benefits become payable. The law does not specify how such payments are made to the French seafarer residing abroad.

123. The French seafarer resident in France, but serving on certain foreign ships, may be covered by seafarers' employment injury, sickness and invalidity insurance if a decree extending coverage to French seamen serving on such foreign ships has been issued, a possibility for which provision is made in the law. The old-age and survivors' pension scheme covers every registered French seafarer and takes into account, in addition to service on French vessels and periods of illness abroad or incapacity at home, service under the flag of another State under French protection or mandate and service under the flag of Monaco. Rights accruing in respect of contributions paid by the seafarer, or on his behalf, lapse 5 years after his last employment at sea. The minimum qualifying period of sea service is 180 months. The French seafarer resident in France has, therefore, a certain scope for maintaining his pension rights while serving on board a foreign ship.

124. If all countries applied the French system, the seafarer would thus be entitled to all benefits provided by the ship's country if a citizen of that country, wherever resident. While sailing under the flag of a country other than that of which he is a national, he would receive medical care and maintenance during temporary illness under the shipowners' liability provisions of the ship's country, but he could maintain his rights to the social insurance benefits of his own country only by sailing regularly on that country's ships.
Protection Limited by Nationality and/or Residence

125. In Norway, the non-resident seafarer engaged on a Norwegian ship does not enjoy the full benefits of shipowners' liability provisions, and is, moreover, deprived of most of the social insurance benefits. These benefits, as will be remembered, supersede the greater part of shipowners' liability for Norwegian seafarers (see paragraph 54). The non-resident seafarer's claims are restricted both by the nationality clause and the condition of residence, either separately or in conjunction. The shipowner has to provide medical care and maintenance for 6 weeks ashore, and wages for from one to three months during incapacity, but the non-resident seafarer has no claim to repatriation under the special clauses relating to seafarers left ill ashore.

126. Under employment injury insurance for seafarers, the non-resident foreign seafarer receives residential care if left ashore in or outside Norway and the shipowner is relieved of his liabilities to the extent of the insurance institution's obligations. Under reciprocity treaties with Denmark, Iceland, the Netherlands and Sweden, however, residents of those countries have the same rights as Norwegian seafarers under the employment injury scheme. Sickness insurance benefit is reserved to resident seafarers if they are foreigners. The non-resident foreign seafarer has no claim to old-age pensions or unemployment benefit.

127. The Norwegian seafarer who is not resident in the country, but serves on a Norwegian ship, is covered by the shipowners' liability provisions, by seafarers' employment injury insurance and by general sickness and unemployment insurance. The benefits he can claim under these provisions, however, are less liberal than those available to the resident Norwegian seafarer: outside Norway he receives only residential care and family benefit under employment injury insurance; moreover, repatriation is not provided free, and he is not entitled to old-age pension nor to unemployment benefit outside Norway.

128. If a Norwegian seafarer residing in Norway sails under a foreign flag or serves at a foreign whaling or sealing station, he can become insured, or maintain his insurance, under the seafarers' employment injury scheme if the ship has a representative in Norway and contributions are paid by the shipowner in advance. The seafarer so insured can also join the sickness insurance fund as a voluntary contributor. Old-age pensions, as we have seen, are reserved for resident Norwegian subjects, and unemployment benefit to those serving on the country's ships.

129. The non-resident seafarer, whether Swedish or foreign, who sails on a Swedish ship is also entitled to limited benefits under
the seafarer's law and employment injury insurance, but neither to general nor special old-age and invalidity pensions. Reciprocity agreements with Denmark, and other countries entitle non-resident seafarers from these countries to the same benefits under shipowners' liability as Swedish seafarers.

Equality of Treatment

130. The Belgian, Chilean, Netherlands and United States laws make no distinction by nationality or residence as regards the rights of seafarers sailing on national ships to protection in case of illness or incapacity occurring during the voyage. In practice, however, certain differences in treatment result from the fact that the legal provisions are primarily designed for seafarers resident in the ship's country or of that country's nationality.

131. In Belgium, the non-resident seafarer left ashore abroad by a national ship will not, as a rule, receive wages after recovery or once his illness has become chronic, as the right to such payments is reserved to seafarers returning to Belgium. The non-resident seafarer is entitled to full compensation under employment injury insurance. He is insured with the Seafarers' Provident Fund against sickness, invalidity, old age and death, but must have the requisite number of contribution months or years to qualify for its cash benefits. While serving under a non-Belgian flag, he can maintain his insurance by paying the sickness and invalidity insurance contribution and the joint contribution under old-age and survivors' insurance. Where a pension is payable by the Provident Fund, the State subsidy is not granted if the beneficiary is of foreign nationality. Under emergency legislation, British seafarers were exempted from insurance with the Fund if covered by their own country's schemes.

132. The seafarer resident in Belgium, on the other hand, who serves on a foreign ship but is already a member of the Belgian Seafarers' Provident Fund can also maintain his insurance by voluntary contributions. He is not, of course, entitled to employment injury compensation, which is payable without qualifying conditions to seafarers on Belgian ships, nor to shipowners' liability benefits. Moreover, medical care, under sickness insurance, is provided only on the seafarer's return to Belgium and not while he is ill abroad.

133. Thus, if the Belgian system applied throughout, the seafarer would be protected by the provisions of the ship's country against temporary illness or incapacity beginning during the voyage

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1 The shipowner did not contribute to sickness and invalidity insurance before the war.
and against employment injuries, and against all other risks by the provisions of his country of residence, if his insurance were maintained during service on ships of another country.

134. Under the Netherlands maritime law, free transportation is guaranteed only to a port in the Netherlands, where shipowners' liability to provide medical care and maintenance ceases. The non-resident seafarer will thus, as a rule, be entitled to care and maintenance for the maximum period of 52 weeks if left outside the Netherlands, but not to repatriation. Compensation in case of employment injury was fully available to non-resident seafarers before the war, but pensions to foreign seafarers can now be redeemed by lump-sum payments and the rate of benefit is lower for nationals. This restriction was introduced in view of the great number of foreign workers employed on Netherlands ships during the war.

135. Under the general old-age, invalidity and survivors' pension scheme of the Netherlands, the non-resident foreign seafarer is covered if his employer resides in the Netherlands. Pensions, however, are payable only if the seafarer has the required number of contributions to his credit; this provision evidently excludes all but non-resident seafarers regularly sailing on Netherlands ships. Contributions, it may be recalled, are paid by the employer only.

136. The Netherlands seafarer residing in the Netherlands but sailing on a foreign ship has no opportunity to maintain his title to benefits in the event of illness or incapacity, as these benefits are entirely at the shipowner's expense. He can remain insured against old age, invalidity and death only if his service for shipping firms resident in the Netherlands is of sufficient duration for him both to acquire and maintain pension rights.

137. The Netherlands principle, generally applied, would therefore mean that seafarers, wherever resident, would be protected by the provisions of the ship's country, and by these only, provided they regularly served on ships of one and the same country.

138. The non-resident seafarer who sails on a United States ship, whether a foreigner or citizen, has the same title to medical care and maintenance from the shipowner as the resident seafarer, and, if left ashore in the United States by such a ship, also receives medical care at the marine hospitals or clinics of the Public Health Service. He is insured under the Social Security Act against the risks of old age and death, if his contract of service was entered into within the United States or if the American ship touches at a United States port. He must, of course, have the requisite number of "quarters of coverage" for him or his survivors to be entitled to
benefits. As a rule, only resident seafarers or those regularly employed in American ships, and those employed a total of ten years during their lifetime, will be able to benefit by these provisions.

139. An American resident seafarer sailing on a foreign ship can obtain care at the institutions of the Public Health Service if the master, owner, or agent of the ship pays the expenses. Otherwise, persons on foreign ships are entitled to care only if employed by the U.S. War Shipping Administration.

SCOPE OF PROTECTION FOR NON-RESIDENT FOREIGN SEAFARERS

140. The position of the seafarer who sails on a ship not flying the flag of his country of residence, nor that of the country of which he is a citizen, may be summed up as follows:

141. The non-resident foreign seafarer enjoys full rights under shipowners' liability provisions in Australia, Belgium, Chile, Great Britain, the Netherlands and the United States.

(a) In Australia and Great Britain, all other social security benefits are reserved to resident seafarers. Accordingly, the non-resident foreign seafarer left ashore outside the ship’s country and outside his country of residence is entitled to medical care and maintenance (but not to wages) until he returns to his country of residence, and he is also repatriated at the shipowner's expense. An exception to this rule is made in Australia for the non-resident seafarer who was shipped outside the British Commonwealth: he continues to receive medical care and maintenance until he is cured, even after return to his country, but is not entitled to free repatriation. If the non-resident seafarer is put ashore ill in Australia before the expiry of his agreement, he is entitled to medical care and maintenance to the same extent as when he is left ashore elsewhere, but also receives wages until his return to his home port. In Great Britain, the voyage of the ship, and therewith the agreement, usually terminates on arrival of the ship in that country, and the shipowner’s liability ceases even if the seaman is discharged ill. Only where this is not the case, as for Indian seamen, whose voyage always ends in India, does the shipowner remain liable for providing care and maintenance to the seafarer in Great Britain until he returns, and also has to pay for repatriation. Once the seafarer has returned to his country of shipment or

1 Under the Australian Navigation Acts, the return port is the port where the seafarer is entitled to be discharged in accordance with his agreement; generally this port will be in his country of residence.
residence, he depends for his further protection on the social security provisions of that country. If there are none, or if he has lost his rights to benefits, or not acquired any such rights, he is deprived of further protection even in respect of the disease he contracted or the traumatic injury he suffered during the voyage.

(b) In Belgium, Chile and the Netherlands, the foreign non-resident seafarer is not altogether excluded from the benefits of social insurance. In Belgium and Chile, both employment injury compensation and sickness and invalidity insurance benefits are granted him if the qualifying conditions are satisfied. In the three countries, the right to old-age and survivors' pensions can be acquired by the non-resident seafarer who regularly sails under the country's flag, except that the supplement out of public funds is not paid by the Belgian Government.

142. The non-resident foreign seafarer is protected in case of illness or incapacity occurring during the voyage by special shipowners' liability provisions differing from those for resident or national seafarers, in France, Norway, and Sweden.

(a) In France, the shipowner is liable for medical care and maintenance of the non-resident foreign seafarer until he is cured or becomes invalid, while the French seafarer receives care until he returns to France, when the insurance fund steps in (see paragraph 122). However, no wages are payable to the former by the shipowner and no insurance benefits are granted. Liability can be redeemed by a lump sum payment if the seafarer is left ashore outside France or Algeria. The shipowner pays the cost of repatriation to the port of shipment. On his return to his country of residence or of shipment, the non-resident foreign seafarer depends on such protection as his own country may offer, except for residential medical care during temporary illness, provided by the French shipowner.

(b) In Norway, shipowners' liability is more limited for non-resident foreign than for resident Norwegian seafarers: medical care and maintenance are granted only for 6 weeks instead of 12; wages are the same as for Norwegian seafarers, but repatriation is not provided free. Employment injury insurance pays for residential medical care in case of employment injury both abroad and in Norway, but no cash benefits are payable. The non-resident foreign seafarer returning to his country of residence or landed abroad is
thus entitled to wages for from one to three months during incapacity according to rank, to medical care and maintenance for 6 weeks, and thereafter to residential care if his illness is due to employment injury. In the event of other illness or incapacity and in old age, he depends on his own country's insurance or assistance schemes, and so do his survivors if he dies.

(c) In Sweden, shipowners' liability is the same as in Norway. The employment injury insurance fund, however, provides both medical care and cash benefits. The non-resident foreign seafarer who returns to his home therefore receives medical care as long as needed and cash compensation during incapacity if the illness or incapacity is due to an employment injury; the compensation may be commuted for a lump sum. His survivors receive compensation only if they resided in Sweden at the time of his death. All other risks have to be covered by the provisions of his country of residence.

CONCLUSIONS

143. Non-resident foreign seafarers always enjoy some protection under the maritime law governing shipowners' liability, but such protection is limited either to their return to the country of residence or shipment, or to temporary illness and/or incapacity. Social security schemes in the ship's country are frequently reserved to resident seafarers, or extend their benefits to non-resident seafarers in the event of employment injury only. Some countries, however, grant all their social security benefits to non-resident seafarers who serve regularly on their ships, with certain restrictions as to the payment of State subsidies to pensions. In all but the last-named cases, the seafarer depends for protection against risks not incurred during the voyage and for protection against long-term risks on the social security schemes of his own country. In some countries, the social security schemes provide for the maintenance of the resident seafarer's insurance rights while he serves on a foreign ship. Generally speaking, there is no guarantee of complete protection, and to ensure it, co-operation between the seafarer's country of residence and the ship's country is indispensable.

144. Reciprocity agreements have considerably improved the position of the non-resident foreign seafarer by granting him the same rights as national seafarers under shipowner's liability provisions and employment injury insurance.
PART II

TOWARDS AN INTERNATIONAL SOLUTION

The Time Has Come for a Seafarers' Social Security Charter

145. Great efforts have been made by maritime countries to protect their seafarers during the voyage and in forced absence from the country due to illness occurring while at sea. These efforts were intensified after the outbreak of war in view of the great responsibilities placed upon the seafarer and of his arduous duties. The concentration of shipping administrations of United Nations' Governments in Great Britain or the United States and the common interests of the United Nations have led to greater collaboration for the welfare of seafarers among maritime countries, and to the creation of reserve pools and of medical care and welfare services in ports.

146. The time has therefore come to secure the fruits of these efforts at collaboration by means of international agreements on standards and methods of protection. These agreements should aim at protecting the seafarer, whatever his race or nationality and wherever his residence, in the event of illness occurring during the voyage or at home between voyages, and against the consequences of such illness, as well as in old age and unemployment.

147. An analysis of existing systems of social security for seafarers points to the conclusion that three essential prerequisites should be satisfied if these aims are to be achieved:

(1) Integration of shipowners' liability provisions and the social insurance, assistance or public service schemes in the seafarer's country of residence;

(2) Collaboration between the seafarer's country of residence and the ship's country where the seafarer is not resident in the latter;

(3) The establishment, in the more important ports outside the ship's country and outside the seafarer's country of residence, of agencies which would be responsible for procuring to the seafarer left ashore at such ports the medical care, and for ensuring the pay-
ment of compensation, to which he would be entitled at the expense of the social security institutions of the ship’s country; such agencies could be established by the competent social security institution of the ship’s country, or jointly by the institutions of the ship’s country and the country of residence, or by agreement between a number of maritime countries.

148. These “assumptions” might be fulfilled if each maritime country adopted an international charter comprising three titles:

(1) A resident seafarers’ social security code, containing recommendations concerning social security measures for resident seafarers of whatever nationality, and serving as a model framework for national laws and regulations;

(2) A corresponding code for the protection of non-resident seafarers of whatever nationality and the maintenance and increase of their insurance rights;

(3) An agreement between countries having adopted the charter to set up port medical care services and port committees, and to arrange for the clearing of financial transactions connected with the protection of non-resident seafarers.

General Principles of a Seafarers’ Charter

149. The following general principles might be taken into consideration in framing an international seafarers’ social security charter:

(1) There is no clear dividing line between the seafarer’s working hours and his hours of leisure: all are in the ship’s service. Accordingly, all risks incurred during the voyage might justifiably be regarded as employment risks. Thus, any illness beginning during the currency of the agreement with the shipowner, and incapacity and death resulting therefrom, or death occurring during the currency of the agreement would give rise to compensation for employment injuries, payable without qualifying conditions.

(2) Protection should be granted by the competent social security institution of the ship’s country to the seafarer who is left ill ashore outside his country of residence until he returns to that country or until he is re-engaged on reasonable conditions of employment. He must be deemed to be incapacitated for work from the day when he is left ashore outside his country of residence by his ship. His “incapacity for work” does not end abroad unless and until he is re-employed. If he returns after recovery from illness and incapacity, however, he may be deemed capable of resuming work on his return. If he does not find work, unemployment in-
surance should come into play, unless he is a member of a reserve pool. It would thus appear reasonable to continue payment of compensation to the seafarer left ashore outside his country of residence as long as he needs medical care, and thereafter until he returns to his country of residence or finds suitable employment abroad.

(3) Where the seafarer returns ill or incapacitated, or both ill and incapacitated, to his country of residence, financial liability for care and compensation, or compensation only, should continue to lie with the social security institution of the ship’s country, whether the seafarer resides or does not reside in that country.

(4) The seafarer must, however, be protected against the risks of illness and loss of income during the whole span of his working life and not only against the risks incurred during sea service. He should therefore be a member of the general medical care and income security schemes of his country of residence. It is suggested in the Income Security Recommendation, 1944, that any special insurance scheme should be supplementary, and not alternative, to the general scheme. A seafarers’ insurance fund could centralise the insurance of seafarers and collect a single contribution from the shipowner and from the seafarer to cover all risks, including the risk of illness beginning during the voyage, and thus also absorb the risks now covered by shipowners’ liability.

(5) The seafarers’ insurance fund in each maritime country would carry all employment risks, both of resident and of non-resident seafarers sailing on that country’s ships, including all illness and death arising during the voyage and the consequences of illness thus arising. However, in the case of seafarers residing in the ship’s country, the general income security scheme providing sickness, invalidity and survivors’ benefits would refund to the seafarers’ insurance fund such benefits as it would have paid to the seafarer under its ordinary conditions, if he had been ashore in the country at the time when the contingency arose; thus, the cost of these contingencies would be pooled with that of the risks of shoreworkers. The seafarer, however, would not be insured with the general income security scheme granting benefit in case of employment injury of accidental origin or assimilated diseases: the cost of such employment injuries would be borne entirely by the seafarers’ insurance fund. In the case of non-resident seafarers sailing on the country’s ships, the seafarers’ insurance fund would carry the whole risk of illness, incapacity and death arising during the seafarer’s agreement, and provide maintenance, medical care, repatriation and compensation to the non-resident seafarer wherever he might be after having been left ashore.
(6) The seafarer's employment at sea, however, is of necessity interrupted by periods of non-employment which constitute a normal feature of his working life. During this more or less normal interval between two voyages, the seafarer should continue to be protected in case of illness beginning during the interval and incapacity or death resulting therefrom, as well as in case of death occurring during the interval and not resulting from an illness that began when he was under agreement. The general schemes providing sickness, invalidity and survivors' benefits and medical care may be expected to take account of such normal non-employment in fixing conditions for free insurance periods, in which the right to claim benefits is preserved. The seafarer returning to his country of residence, or his survivors, would be entitled to the benefits of the general schemes if he fell ill during the free insurance period, or died otherwise than as a result of illness that arose during sea service.

(7) The seafarer would also be covered by the general unemployment scheme of his country of residence like any other employed person. Contributions under that scheme would be payable in respect of him while he is under agreement with a shipowner, at the ordinary rates obtaining under the scheme. On being discharged in his country of residence, he would be entitled to unemployment benefit under the general scheme on the ordinary conditions of that scheme, both during what may be considered as the normal interval between voyages and thereafter as long as he remained unemployed, according to the criteria of the unemployment scheme. As stated in paragraph (6), he would remain insured against sickness, invalidity and death under the general schemes covering these risks after his discharge, during the free insurance period provided by such schemes. Where the seafarer returned to his country of residence after having been left ashore outside that country by reason of illness, he would become entitled to unemployment benefit on recovery, subject to the ordinary conditions of the general unemployment insurance scheme.

(8) The seafarer would be covered by the general old-age benefit scheme of his country of residence in the same way as other employed persons. Sea service, however, calls for greater reserves of physical and nervous endurance and, consequently, for a shorter average career than most other occupations. In consideration of this fact, a lower pensionable age than that appropriate to a general old-age scheme would be justified. The pension payable at that early age would, of course, be granted only if the seafarer had a minimum number of years in sea service: say, 15 years. It could best be awarded by the seafarers' insurance fund of the country of
residence, which would keep accounts of the seafarers' and shipowners' contributions and the years of service at sea of each resident seafarer. Each country would have to decide the extent to which seafarers' pensions can be granted for sea service before the introduction of the contributions by which those pensions are financed. On attaining the pensionable age under the general old-age scheme, the seafarer, or former seafarer, whether in receipt of a special seafarers' pension or not, would become entitled to the pension granted under the scheme, provided that he satisfied the qualifying conditions. As he would have remained covered by the general old-age scheme both during employment in sea service and during employment in shore work, his pension would be computed on the basis of the total duration of his years of employment. If, on this basis, the seafarer qualified for an old-age benefit, the special seafarers' pension he had been receiving would be reduced by the amount of the pension awarded under the general scheme. In practice, the latter would remit the pensions to the seafarers' insurance fund, which would continue to pay the seafarer the same amount as he was receiving before he reached the pensionable age under the general scheme. If, exceptionally, the seafarer did not qualify under that scheme, he would continue to receive the full amount of the seafarers' pension. A seafarer not in receipt of a special seafarers' pension would, of course, receive the general old-age benefit only. Where old-age benefits are granted under social assistance schemes subject to a means test, the seafarers' special pension would continue to be paid, and the old-age benefit awarded under the assistance scheme would depend on the amount of the seafarer's pension. Similar provisions would apply to the special pension paid the widow of a recipient of a seafarers' special pension.

(9) The seafarers' special pension would thus be payable from the age of 55, at the full rate, until the old-age pension becomes payable under the general scheme, and thereafter at an amount reduced by that of the general pension. It would be financed by extra contributions of the seafarers and shipowners to the seafarers' insurance fund. The recipient of a special seafarers' pension, who did not take up some shore occupation, would have to pay a reduced contribution to the general old-age scheme until he reached the pensionable age under that scheme, so as to maintain the rights he had acquired thereunder before he retired from sea service.

(10) The general medical care service for employed persons in the country of residence, of which the resident seafarer would be a beneficiary, would be responsible for granting all medical care required by the seafarer during his stay in the country. Thus, the seafarer who returned ill after having been left abroad by a ship of
his country of residence, or who was left ashore ill in his country, would receive care from the general medical care service. But if such service did not, under its ordinary conditions, provide all care required by the seafarer’s condition, as long as needed, all supplementary care required would be provided at the expense of the seafarers’ insurance fund. The Fund would also provide all care required in the case of a non-resident seafarer who falls ill during an agreement with the owner of a ship registered in the fund’s country, wherever he might be during his illness. If a seafarer fell ill ashore while not under agreement, he would be entitled to the ordinary benefits of the general medical care service of his country of residence, during his free insurance period.

(11) The seafarers’ insurance fund in the seafarer’s country of residence would, in addition to supplementary employment injury insurance and special seafarers’ old-age insurance, also establish branches of insurance covering any risks for which no general social security scheme existed in the country.

Application of General Principles by Ship’s Country

150. The application by any country of the general principles stated in paragraph 149 to seafarers serving on ships registered in the country would require two sets of regulations: one applying to seafarers residing in the country, and the other to seafarers not residing in the country though serving on its ships.

Resident Seafarers

151. Resident seafarers would be covered by all general social security schemes for employed persons with the exception of the employment injury scheme, and, at the same time, be insured with the seafarers’ insurance fund established for the purpose of carrying seafarers’ employment injury insurance, absorbing shipowners’ liability, paying supplementary benefits in respect of certain risks now covered by sickness, invalidity and survivors’ insurance, and of granting special seafarers’ pensions. All contributions payable in respect of seafarers by the seafarer and the shipowner, both under the general schemes and under the special seafarers’ insurance carried by the fund, would be remitted to the seafarers’ insurance fund which, in turn, would remit to the general schemes the contributions due to the schemes in accordance with the principles stated in paragraph 149.

152. The seafarers’ insurance fund of the country of residence
would establish, wherever possible, agencies in ports outside the country which were frequented by ships registered in the country. These agencies would be responsible for procuring for resident seafarers left ashore at such ports all the medical care, compensation, maintenance and repatriation provided through the seafarers' insurance fund. Where no such agency could be established, the consular representative of the country of residence, which would also be the ship's country, would have to act on behalf of the seafarers' insurance fund. Any expenses incurred by the consular administration would eventually be repaid by the seafarers' insurance fund. If necessary, the consular officer could request the master of the ship from which the seafarer was put ashore to deposit the security for the estimated cost of the care, compensation and maintenance required during the seafarer's absence from his country of residence. Such security would, of course, be refunded to the shipowner, who would be relieved of any individual financial liability by his payment of contributions.

Non-Resident Seafarers

153. The seafarer serving on a ship but not residing in its country would have the same rights as a resident seafarer under the laws of the ship's country in respect of illness occurring during the voyage and incapacity or death resulting from such illness, as well as in case of death occurring during the voyage. In other words, all risks incurred while he was under agreement with the owner of a ship registered in a country other than his country of residence would be covered by the compensation provisions of the ship's country. Medical care, maintenance and compensation would be granted him by the seafarers' insurance fund of the ship's country, on board, ashore outside his country of residence, both in the ship's country and in a third country, and after return to his country of residence, for the whole duration of the illness or incapacity. If he died during the voyage or ashore as the result of an illness occurring during the voyage, while in receipt of medical care or compensation at the expense of the seafarers' insurance fund of the ship's country, his survivors would be entitled to compensation at the expense of the seafarers' insurance fund of the ship's country. The agencies established by that fund outside the ship's country would be responsible for providing the non-resident seafarer with all the medical care, compensation and maintenance granted by the fund. The costs of repatriation to the seafarer's country of residence would also be at the fund's expense.

154. In order to meet the cost of these obligations, the ship-
owner would have to pay, in respect and on behalf of the non-resident seafarer, the same contributions to his seafarers' fund as those payable in respect of resident seafarers for the coverage of employment risks.

155. At the same time, however, the non-resident seafarer's rights under the social security system of his country of residence, covering risks not incurred during the voyage, should be maintained and increased. This aim could be achieved if the seafarers' insurance fund of the ship's country required the same contributions to be paid for the non-resident seafarer as would be payable for a resident seafarer under the social security schemes of the ship's country other than employment risk insurance, and to remit such contributions to the competent social security institutions of the seafarer's country of residence. The moneys thus remitted would have to be applied by the country of residence to the social security of seafarers, and reciprocity agreements to this effect would have to be concluded between the two countries. There would probably result either a surplus or deficit of contributions for the social security institutions of the seafarer's country of residence, but the advantage of uniform rates of contribution for all persons sailing on the same ship may be deemed to outweigh this inconvenience. It would, however, be possible to arrange, by agreement between the ship's country and the seafarer's country of residence, for the seafarers' insurance fund of the ship's country to levy contributions in respect of non-resident seafarers at the rates obtaining in the country of residence, as regards the coverage of risks not incurred during the voyage. Arrangements on these lines might be preferable where a majority of the crew of a ship were recruited from a given country other than the ship's country, more particularly if economic and social conditions, as well as social security schemes, in the country of residence of such crews differed greatly from those obtaining in the ship's country.

The Organisation of Protection Abroad

156. It is all very well to lay down the principle that the seafarer shall be provided with care and income while away from his country of residence, but in practice the provision of medical care and cash benefits depends on the facilities available at the port where the seafarer is left ashore. Where adequate social security services exist in the port, arrangements can be made with the competent authorities to assume responsibility for the seafarer. In the ship's country or the country of residence, these authorities can take
over complete control. In other countries, it may be necessary to exercise some measure of supervision over the services providing care, and to entrust to a reliable body or person the payment of cash benefits to the seafarer out of the moneys deposited. To ensure the proper provision for illness during the seafarer’s stay abroad and outside the ship’s country, services would have to be organised for granting or securing medical care and cash benefits to seafarers left ill ashore in those ports of call on international trade routes which have no adequate facilities for this purpose. Experiments on these lines were made during the war by such countries as Norway and Great Britain.

157. To avoid overlapping and ensure co-ordination, an international association of seafarers’ insurance funds might be created and entrusted with the following tasks:

(1) The establishment, in those ports of call on international trade routes which have no adequate medical care service, of port services administered by agencies of the association under the supervision and at the expense of the association. Such agencies should collaborate with the consular or other authorities already established in the port and representing the countries participating in the association;

(2) The payment of cash benefits to seafarers while receiving care in such ports or awaiting repatriation or re-engagement, such funds to be administered by the agencies of the association;

(3) The administration of a clearing office through which all payments between affiliated funds would be settled; the office would debit each fund with the costs of care and cash benefits provided by the agencies of the association to seafarers employed on ships registered in the country of an affiliated fund;

(4) The payment, through the clearing office, of compensation due by one affiliated fund to another affiliated fund, on behalf of seafarers employed on a ship flying the flag of the debtor country and residing in the territory of the creditor country who suffered illness, incapacity or death during the voyage or as a result of illness occurring during the voyage;

(5) Any other tasks assigned to it by the affiliated funds.

158. The association of seafarers’ insurance funds could also enter into agreements with affiliated funds or other funds dealing with seafarers’ social security, to the effect that such funds should undertake the duties of a port medical service or branch fund of the association for seafarers sailing on ships of other affiliated funds.
Maintenance of Pension Rights of Migrant Seafarers

159. There remains for mention the problem of maintaining the pension rights of seafarers who transfer their residence from one country to another. At the time of his removal the seafarer, having been insured in the country of emigration, may either be already in receipt of a pension or have only a certain number of contributions to his credit. It is necessary, by means of international agreement, to ensure that the pension continues to be paid after removal to the country of immigration, and that, if the seafarer becomes covered by pension insurance in that country, the contributions he has paid in the country of emigration shall retain their validity.

160. This problem has received solution in the Maintenance of Migrants' Pension Rights Convention, 1935. The Convention provides, on behalf of persons emigrating from one ratifying country to another ratifying country, that such persons shall continue to receive pensions awarded before their removal and that, when they come to claim a pension under the insurance scheme of the country of immigration, a joint pension shall be granted based on the contributions paid in the two countries.

161. The Convention does not expressly apply to seafarers, and, although it might be held to do so, it would be helpful if a maritime session of the International Labour Conference were to recommend Members to consider seafarers as embraced by the Convention in the same way as insured persons generally.

162. A similar recommendation might also be issued with respect to the application of the Equality of Treatment (Accident Compensation) Convention, 1925, though its provisions are superseded, so far as seafarers are concerned, by the seafarers' social security charter, which disregards the nationality of seafarers, and provides for the continued payment of permanent compensation in the country of residence of the seafarer.

Conclusions

163. Under a seafarers' code based on the principles outlined in this Report, and adhered to by all maritime countries, the seafarer, wherever resident and of whatever nationality or race, would enjoy complete protection against the risks of the voyage, that is, illness or death occurring during the voyage and the consequences thereof, both in and outside his country of residence. All other risks would be covered by the social security schemes of the country of residence, and the seafarer's acquired rights and rights in course
of acquisition would be maintained during his service on a foreign ship by contributions levied by the seafarers' insurance fund of the ship's country and remitted to the social security funds of the country of residence. The seafarer left ashore outside his country of residence and outside the ship's country would be provided with care and income by the social security services of the country where he was landed, at the expense of the seafarers' insurance fund of the ship's country. If no social security services existed in the country where he was left ashore, the agency of the international association of seafarers' insurance funds would make the necessary arrangements for care and income at the expense of the seafarers' insurance fund of the ship's country.

164. A seafarer residing in a country not adhering to the seafarers' code and not possessing a social security scheme for its people would, if sailing on the ship of a country which applied the code, receive care and be entitled to compensation, maintenance and repatriation in respect of illness and death occurring during the voyage and the consequences of such illness, wherever landed, both abroad and at home. He would not, however, be protected against other risks in his country of residence. No measure of international co-operation can protect the citizens of those countries which do not themselves make an effort to provide social security for their people.

165. A model scheme embodying the principles of a seafarers' social security code, as set out in paragraphs 149 to 155, and a list of points for discussion concerning the creation of an international administrative organisation, on the lines of paragraphs 156 to 158, are appended to this Report.

166. For the sake of illustration, the benefit rates proposed by the International Transport Workers' Federation and the International Marine Officers' Association have been inserted in the text of the scheme.
MODEL SCHEME OF SEAFARERS' SOCIAL SECURITY

Providing Benefits Proposed by the International Transport Workers' Federation and the International Marine Officers' Association.¹

General

1. (a) Title I deals with the social security of seafarers residing in the country in which the present Scheme is in force and serving on ships registered therein.

(b) Title II deals with the relations of the social security institutions of the country in which the present Scheme is in force with seafarers not residing in the country but serving on ships registered therein.

2. The shipowner shall not be liable for wages, maintenance, medical care and repatriation in respect of sick or injured seafarers otherwise than under the present Scheme.

3. For the purposes of this Scheme:

   "Agreement with a shipowner" shall mean an agreement with a shipowner, or with a master on his behalf, for employment in any capacity on board a ship which continues after the ship sails; where an agreement is entered into with an employer other than a shipowner for any such employment, references to the shipowner shall be understood as references to such employer.

   "Net wages" shall mean cash wages after deduction of the seafarer's contributions.

   "Residence": a seafarer shall be deemed to reside in the country specified as his country of residence in his identification document.

   "Ship" shall mean a seagoing merchant ship registered in the country in which the present Scheme is in force.

Title I: Resident Seafarers

4. For the purposes of this Title:

   "Country" shall mean the country in which the present Scheme is in force.

   "General income security scheme" shall mean a scheme of

¹ See Appendix to Model Scheme, p. 80.
the country which assures sickness, unemployment, maternity, invalidity, old-age and survivors' benefits to employed persons generally, whether such scheme is constituted on the basis of social insurance or social assistance; where the several benefits are assured by different schemes, "general income security scheme" shall mean the scheme assuring the benefit referred to in the context.

"General medical care service" shall mean a service of the country which assures medical care to employed persons generally, whether such service is constituted on the basis of social insurance or social assistance or as a public service freely available to residents generally.

"Medical care" shall have the meaning assigned to it by paragraph 1 of the Medical Care Recommendation, 1944, and, where granted at the expense of the Seafarers' Insurance Fund, shall comprise, so far as possible, both general-practitioner and specialist out- and in-patient care, including domiciliary visiting; dental care; nursing care at home or in hospital or other medical institutions; the care given by qualified midwives and other maternity services at home or in hospital; maintenance in hospitals, convalescent homes, sanatoria or other medical institutions; the requisite dental, pharmaceutical and other medical or surgical supplies, including artificial limbs; and the care furnished by such other professions as may at any time be legally recognised as belonging to the allied professions.

"Seafarer" shall mean a person who resides in the country and is, or has been, under agreement with a shipowner.

5. Every seafarer shall be covered by the Seafarers' Insurance Fund of the country and, subject to the provisions of this Title, shall, at the same time, be covered by the general medical care service and the general income security scheme of the country:

Provided that the seafarer, while under agreement with a shipowner, shall not be covered by any scheme of employment injury insurance or compensation for persons in shore employments.

Part A. Provision in Case of Illness or Incapacity for Work

CHAPTER I. MEDICAL CARE

Illness Occurring during Agreement

On Board.

6. (a) Where a seafarer's condition requires medical care while he is under agreement with a shipowner, he shall, so long as he
remains on board his ship, receive the care of the ship's medical practitioner and/or, if necessary, of such other medical practitioner as he may consult or who may be able to visit him on board, during the ship's stay in port. Any drug or preparation prescribed by the attending medical practitioner shall be made available to the seafarer from the ship's stores or be purchased at the next port of call if not available on board.

(b) The Seafarers' Insurance Fund shall refund to the shipowner the expenses properly incurred by the master for the care granted under this Section.

7. (a) Where a seafarer's condition is such as to require medical care which cannot be given on board or to endanger the health of other persons on board, the master shall leave the seafarer ashore at the next port at which suitable medical care is available.

(b) Where the seafarer is left ashore in accordance with subsection (a) of this section, but is not discharged in conformity with the laws and regulations of the country, his agreement with the shipowner shall be deemed to be suspended for the purposes of this Title, and a certificate to this effect be given to the seafarer by the master.

Ashore outside Country or on Return Journey.

8. (a) Where a seafarer is left ashore in accordance with subsection (a) of section 7, outside the country, the competent agent of the Seafarers' Insurance Fund or, if there is no such agent, the master and, after the ship has sailed, the consular officer representing the country, shall procure for him such medical care as may be required by his condition.

(b) A seafarer left ashore in accordance with subsection (a) of section 7, outside the country, shall receive such medical care as his condition requires as long as it is needed in the opinion of the attending medical practitioner, or until he returns to the country. The attending medical practitioner shall decide when the patient is fit to return.

(c) The consular officer representing the country shall not authorise the seafarer left ashore in accordance with subsection (a) of section 7, outside the country, to embark for his return journey unless he is satisfied that any care such seafarer may still require can be procured during the journey and that the necessary arrangements have been made to this effect.

(d) The Seafarers' Insurance Fund shall refund to the shipowner or the consular administration any expenses properly incurred by the master or the consular officer, respectively, for the medical care granted under this section:
Provided that, if the consular officer so requests, the security estimated by him to suffice to cover the expense of the care to be procured by him under this section shall be deposited with him by the master, pending the refund of such expense by the Seafarers' Insurance Fund.

**Ashore in Country.**

9. (a) Where a seafarer —

(i) is left ashore in accordance with subsection (a) of section 7, in the country; or

(ii) returns to the country after having been left ashore in accordance with the said subsection, outside the country, and is still in need of medical care; or

(iii) needs medical care in the country while under agreement with a shipowner;

he shall be entitled to medical care at the expense, and subject to the ordinary conditions, of the general medical care service:

Provided that any medical care required by the seafarer's condition that is not, under its ordinary conditions, assured by the general medical care service shall be furnished at the expense of a Seafarers' Insurance Fund.

(b) If no general medical care service exists in the country, the Seafarers' Insurance Fund shall maintain a medical care service, and a seafarer shall, in the cases specified in subsection (a) of this section, be entitled to such medical care as his condition requires as long as it is needed in the opinion of the attending medical practitioner.

**Illness not Occurring during Agreement**

**Ashore in Country.**

10. (a) Where a seafarer's condition requires medical care in the country while he is not under agreement with a shipowner, and he is not entitled to medical care in accordance with section 9, he shall be entitled to medical care at the expense, and subject to the ordinary conditions, of the general medical care service.

(b) If no general medical care service exists in the country, a seafarer whose condition requires medical care during his stay in the country while he is not under agreement with a shipowner shall, unless he has taken up regular shore work, be entitled to such medical care as his condition requires from the medical care service maintained by the Seafarers’ Insurance Fund as long as it is needed in the opinion of the attending medical practitioner.
Ashore outside Country.

11. (a) Where a seafarer, left ashore in accordance with subsection (a) of section 7, outside the country, suffers from a disease or traumatic injury other than that by reason of which he was left ashore, the competent agent of the Seafarers' Insurance Fund, or, if there is no such agent, the consular officer representing the ship’s country shall procure for him all additional medical care required by his condition.

(b) The Seafarers’ Insurance Fund shall refund to the consular officer representing the ship’s country any expenses properly incurred by him for such additional care.

On Return Passage.

12. (a) Where the seafarer’s condition requires medical care while he is in course of repatriation as a passenger on board a ship registered in the country after recovery from the illness by reason of which he was left ashore abroad, sections 6 to 9 shall apply as if he were under agreement with the owner of the ship on which he is repatriated.

(b) If the seafarer is repatriated as a passenger on a ship registered in another country, the Seafarers’ Insurance Fund shall refund to the master or owner of such ship any expenses properly incurred by him for the care of the seafarer in respect of illness that first requires care during the passage.

Chapter II. Income Security

Incapacity for Work on Board, Ashore outside Country, or on Return Journey

13. Where a seafarer’s condition requires medical care while he is under agreement with a shipowner, he shall be entitled to compensation, maintenance and repatriation in accordance with sections 14 and 15 at the expense of the Seafarers' Insurance Fund.

14. (a) Where a seafarer has to abstain from work on medical grounds, or after illness remains incapacitated for work while on board his ship, he shall be entitled to compensation at the rate of his last-earned net wages during abstention from work, and his agreement with the shipowner shall be deemed to be suspended for the purposes of this Title. The attending ship’s doctor or such other medical practitioner as may be consulted during the ship’s stay in port shall, if necessary, determine when the seafarer is capable of resuming his work.
(b) Where a seafarer is left ashore in accordance with subsection (a) of section 7, outside the country, he shall be entitled to compensation at the rate of his last-earned net wages until he is returned to the ship's country, or until he resumes work before having returned, or until he is deemed capable, by the attending medical practitioner, of resuming, and is offered, suitable employment in his usual occupation, at the current rate of wages, on a ship bound for a port to which he would have been entitled to be repatriated.

(c) A seafarer left ashore in accordance with subsection (a) of section 7, outside the country, shall be entitled, in addition to compensation, to repatriation, that is, free transportation, including maintenance, to the port where he was shipped, if such port is in the country, and, if not, to a port near his home, unless he has resumed work or been offered suitable work in his occupation on a ship bound for such port.

15. (a) A seafarer, as long as he is entitled to compensation under section 14, shall be entitled to maintenance while on board his ship, and to a cash allowance for maintenance while he is ashore outside the country.

(b) During the receipt of residential care in a medical institution, the cash allowance provided for in subsection (a) of this section shall cease to be payable.

(c) The cash allowance for maintenance shall be such as to cover the cost of board and lodging in a seafarers' home if there is such a home in the port where the seafarer was left ashore; otherwise, the allowance shall be at a rate fixed by collective agreement between seafarers' organisations and shipowners' organisations, subject to minima prescribed by national law and regulations.

16. (a) The compensation and maintenance granted under sections 14 and 15 while the seafarer is on board shall be paid by the master, and the compensation, maintenance allowance and repatriation granted under the said sections after the seafarer has been left ashore shall be paid by the competent agent of the Seafarers' Insurance Fund or, if there is no such agent, by the consular officer representing the country.

(b) The Seafarers' Insurance Fund shall refund to the shipowner or the consular administration, respectively, the expense incurred under subsection (a) of this section:

Provided that, if the consular officer so requests, the security estimated by him to suffice to cover the expense of such compensation, maintenance and repatriation to be paid by him shall be deposited with him by the master, pending the refund of such expense by the Seafarers' Insurance Fund.
Incapacity for Work Ashore in Country

17. (a) Where a seafarer is left ashore in accordance with subsection (a) of section 7, in the country, or is returned to the country after a stay abroad while he is still incapacitated for work after having been left ashore in accordance with the said subsection, outside the country, or becomes incapacitated ashore in the country while under agreement with a shipowner, he shall be entitled, at the expense of the Seafarers' Insurance Fund, to the benefits provided for by subsections (b) to (e) of this section.

(b) Temporary compensation at the rate of the seafarer's last-earned net wages shall be payable during the seafarer's inability, on medical grounds, to resume sea service, until his condition ceases to require medical care or becomes permanent.

(c) The seafarer, as long as he is entitled to temporary compensation, shall also be entitled to a maintenance allowance computed in accordance with subsection (c) of section 15, unless he is receiving residential care.

(d) If, at the time when temporary compensation ceases to be payable, the seafarer is suffering from a permanent condition involving loss or reduction of earning capacity, he shall be entitled to permanent compensation at the rate of 60 per cent. of his last-earned wages and of the estimated value of his maintenance, or to a proportion of such permanent compensation corresponding to the reduction of earning capacity, as the case may be.

(e) The loss or reduction of earning capacity shall be evaluated with respect to the seafarer's usual occupation.

Incapacity Due to Illness not Occurring during Agreement.

18. (a) Where a seafarer's condition requires medical care during his stay in the country while he is not under agreement with a shipowner and has not taken up regular shore work, he shall be entitled to cash benefits in respect of incapacity for work resulting from such condition, in accordance with subsections (b) to (d) of this section.

(b) The seafarer shall be entitled to sickness or invalidity benefit, as the case may be, at the expense, and subject to the ordinary conditions, of the general income security scheme.

(c) If no general income security scheme granting sickness benefit exists in the country, sickness benefit at the rate of 80 per cent. of the seafarer's last-earned wages and of the estimated value of his maintenance shall, provided that the seafarer has been under
agreements with shipowners for not less than 3 months during the year preceding the date of his claim and has not taken up regular shore work, be paid by the Seafarer's Insurance Fund until the seafarer is fit to return to work in his previous occupation, dies or becomes invalid, but not for more than 26 weeks of incapacity as counted from the day on which benefit first became payable.

(d) If no general income security scheme granting invalidity benefit exists in the country, and if the seafarer becomes permanently incapacitated for his seafaring occupation, invalidity benefit at the rate of 50 per cent. of his average monthly remuneration, including the estimated value of his maintenance, during his agreements with shipowners shall be paid by the Seafarers' Insurance Fund, provided that the seafarer has been under agreements with shipowners for not less than 2 years during the 5 years preceding the beginning of sickness benefit, and has not taken up shore work; invalidity benefit shall begin when sickness benefit ceases and continue until the recipient recovers his capacity for work, dies or becomes entitled to a seafarers' pension or old-age pension at a rate higher than that of the invalidity benefit.

Part B. Provision in Case of Unemployment

19. (a) Where a seafarer is in the country but not under agreement with a shipowner, though capable of regular employment in some occupation and seeking suitable employment, he shall be entitled to unemployment benefit at the expense of the general income security scheme subject to the ordinary conditions of such scheme.

(b) If no general income security scheme granting unemployment benefit exists in the country, unemployment benefit at the rate of 70 per cent. of the seafarer's last-earned wages and of the estimated value of his maintenance shall, provided that the seafarer has been under agreements with shipowners for not less than 3 months during the year preceding the date of his claim, be paid by the Fund until suitable employment is offered the seafarer in his usual occupation at the current rate of wages, but not for more than 26 weeks of unemployment as counted from the day on which benefit first became payable.

Part C. Provision in Case of Old Age

20. (a) Every seafarer shall be entitled, on attaining age 55 or such higher age at which he completes the qualifying period, to a
pension computed in accordance with the provisions of section 21.

(b) The qualifying period for a seafarers' pension shall be 15 years of sea service.

21. Periods of sea service shall include any period during which the seafarer—

(i) Was under agreement with a shipowner;
(ii) Was in receipt of compensation under section 14 and sub-section (b) of section 17;
(iii) Was engaged in compulsory service in the armed forces, having been called up within 3 months of the termination of his last agreement.

22. The seafarers' pension shall consist of—

(i) A basic monthly pension of 60 per cent. of the seafarer's average monthly remuneration, including the estimated value of his maintenance, during his agreements with shipowners;
(ii) A supplement at the rate of 2 per cent. of such average monthly remuneration for every year of sea service in excess of 15 years;

but shall not exceed 90 per cent. of such average monthly remuneration.

Part D. Provision in Case of Death

DEATH OCCURRING DURING AGREEMENT, OR DUE TO ILLNESS OCCURRING DURING AGREEMENT

23. Where a seafarer dies—

(i) During his agreement with a shipowner; or
(ii) As the result of a condition which required medical care while he was under agreement with a shipowner, provided that, at the date of his death, he was in receipt of medical care or compensation in respect of such condition;

his dependants shall be entitled, at the expense of the Seafarers' Insurance Fund, to compensation in accordance with sections 24 to 26.

24. (a) The widow of a seafarer who died in the circumstances set forth in section 23 shall be entitled to compensation at the rate
of 60 per cent. of the seafarer's last-earned wages and of the estimated value of his maintenance.

(b) The widow's compensation shall be payable during widowhood; if the widow remarries, she shall be entitled to a lump-sum payment corresponding to the value of two annual compensation payments.

(c) The widow's compensation shall be increased by a supplement of 10 per cent. of the seafarer's last-earned wages and of the estimated value of his maintenance, for each dependent child, subject to a maximum aggregate compensation for the widow and children of 90 per cent. of such wages and value of maintenance.

(d) If there is no widow, an unmarried woman with whom the seafarer had cohabited for not less than 5 years immediately preceding his death shall be entitled to the same compensation as a widow, including the children's supplements, provided that there are dependent children of whom she has charge.

25. If the seafarer leaves no widow or unmarried woman entitled to compensation, his dependent children shall be entitled to compensation at the rate of 20 per cent. of his last-earned wages and of the estimated value of his maintenance, for each such child, subject to a maximum aggregate compensation for all children of 90 per cent. of such wages and value of maintenance.

26. Funeral expenses subject to a prescribed maximum shall be paid to the seafarer's dependants or, in default of dependants, to his legal representatives.

DEATH NOT OCCURRING DURING AGREEMENT, NOR DUE TO ILLNESS OCCURRING DURING AGREEMENT

27. (a) Where a seafarer, not being the recipient of a seafarers' pension, dies while he is not under agreement with a shipowner nor in regular shore work, and his death is not the result of a condition which required care while he was under agreement with a shipowner, his dependants shall be entitled to survivors' benefits in accordance with this section.

(b) The dependants of the seafarer shall be entitled to survivor's benefits at the expense, and subject to the ordinary conditions, of the general income security scheme.

(c) If no general income security scheme granting survivors' benefit exists in the country, survivors' benefits shall be paid by the Seafarers' Insurance Fund to the widow at the rate of 75 per cent. of the invalidity benefit to which the seafarer would have been entitled at the time of his death in the event of invalidity, and to each dependent child at the rate of 5 per cent. of such benefit,
subject to a maximum aggregate benefit for the widow and children of 90 per cent. of such benefit, provided that the seafarer had been under agreements with shipowners for not less than 2 years during the 5 years preceding the beginning of his last period of incapacity, and had not taken up regular shore work.

28. The widow of the recipient of a seafarers' pension shall be entitled, at the expense of the Seafarers' Insurance Fund, to a pension of 75 per cent. of the deceased seafarer's pension, increased by a supplement of 5 per cent. of the seafarer's pension for each dependent child, subject to a maximum aggregate pension to the widow and children of 90 per cent. of the seafarer's pension.

Part E. Provision in Case of Maternity

29. (a) A woman seafarer shall, in case of childbirth occurring during her stay in the country, be entitled to maternity benefit in accordance with subsections (b) and (c) of this section.

(b) The woman seafarer shall be entitled to maternity benefit at the expense, and subject to the ordinary conditions, of the general income security scheme.

(c) If no general income security scheme granting maternity benefit exists in the country, maternity benefit at the rate of 80 per cent. of the woman seafarer's last-earned wages and of the estimated value of her maintenance shall, provided that the woman seafarer has been under agreements with shipowners for not less than 3 months during the year preceding the date of her claim and has not taken up regular shore work, be paid by the Seafarers' Insurance Fund during the 6 weeks before and the 6 weeks after her confinement.

Part F. Provision for Dependents

30. (a) The wife and the dependent children of a seafarer who reside in the country shall be entitled to medical care in accordance with subsections (b) and (c) of this section.

(b) The seafarer's dependants shall be entitled to medical care at the expense, and subject to the ordinary conditions, of the general medical care service.

(c) If no general medical care service exists in the country, the seafarer's dependants shall, unless the seafarer has taken up regular shore work, be entitled to medical care from the medical service maintained by the Seafarers' Insurance Fund.

Seafarers' Insurance Fund

31. (a) There shall be established in the country a Seafarers' Insurance Fund which shall be administered, under the supervision of the State, by a governing body which shall include representatives of the shipowners' and seafarers' organisations, and of the general medical care service and general income security scheme.

(b) The Seafarers' Insurance Fund shall issue to every seafarer an insurance book containing necessary personal particulars and a guide to his situation as beneficiary and contributor under this scheme.

(c) The Seafarers' Insurance Fund shall appoint, in the principal ports abroad frequented by the shipping of the country, agents who shall be entrusted with the following duties:

(i) To act instead of the master or the consular officer of the country in all cases where medical care is to be provided in such ports for seafarers under the provisions of this Title, and to enter into agreements with medical services or medical institutions for this purpose;

(ii) To pay all expenses incurred by the Fund in such ports (including maintenance) under the provisions of this Title.

(d) Where any dispute arises between a seafarer and the agent of the Fund concerning the application of the provisions of this Title, the consular officer of the country shall issue a provisional decision, valid until the seafarer returns to the country.

(e) Where any dispute arises between the Fund and the general medical care service or the general income security scheme, it shall be settled by arbitration or by a Minister.

Financial Provisions

32. (a) Contributions under the general income security scheme or schemes granting sickness, maternity, invalidity, old-age, survivors' and unemployment benefits, and under the general medical care service shall be payable at the ordinary rates applicable to shore workers in respect of every seafarer while under agreement with the shipowner, and shall be shared by the shipowner, the seafarer and the State in the same proportions as for shore workers.

(b) The recipient of a seafarers' pension shall pay to the general income security scheme granting old-age benefit a contribution sufficient to maintain his rights in course of acquisition under such scheme, unless he is insured thereunder as a shoreworker.
33. (a) The general income security scheme concerned shall pay to the Seafarers' Insurance Fund any benefits to which a seafarer or his dependants are entitled, subject to the ordinary conditions of such scheme, in respect of the incapacity for work, old age, or death of a seafarer in cases where compensation or pensions are payable by the Fund in accordance with sections 14, 17, 20, 24, 25, 26 and 28:

Provided that, where compensation or pensions are paid in respect of incapacity for work or death occurring outside the country, the title of the seafarer or his dependants to benefits under the general income security scheme concerned shall be the same as if these contingencies had occurred in the country.

(b) The general medical care service shall pay to the Seafarers' Insurance Fund, in conformity with a prescribed scale, the expenses which the service would, subject to the ordinary conditions of the service, have incurred for the medical care of the seafarer in the country in cases where medical care has been furnished by the Fund in accordance with sections 6, 8, 11 and 12.

34. After deduction of any sums received by the Seafarers' Insurance Fund in accordance with section 33, the cost of all benefits which are at the expense of the Fund under this title and the cost of the administration of the Fund shall be defrayed by means of contributions from shipowners and seafarers and by a subsidy from the State.

35. (a) The cost of compensation, maintenance, medical care and repatriation granted in accordance with sections 6 and 8, the proviso to subsection (a) of section 9, and sections 11, 12, 14, 15, 17, 24, 25 and 26 shall be borne as to one half by the shipowner and as to one quarter each by the seafarer and the State.

(b) The cost of seafarers' pensions and widows' pensions granted under sections 20 and 28 shall be borne in equal shares by the shipowner and the seafarer, provided that, where no general income security scheme granting old-age benefit exists in the country the shipowner, the seafarer and the State shall each bear one third of the cost of such pensions.

(c) The cost of sickness, maternity, unemployment, invalidity and survivors' benefits, in so far as such benefits are paid by the Seafarers' Insurance Fund, shall be borne as to one third each by the shipowner, the seafarer and the State.

(d) The cost of the medical care service, where such service is maintained by the Seafarers' Insurance Fund, shall be borne as to one third each by the shipowner, the seafarer and the State.

36. All contributions payable by the seafarer and the shipowner under sections 32 and 34 shall be collected by the shipowner
and remitted to the Seafarers’ Insurance Fund, and the Fund shall, in turn, remit to the general income security scheme or schemes and the general medical care service the contributions payable in respect of seafarers under agreement with the shipowner in accordance with section 32.

**Title II: Non-Resident Seafarers**

37. For the purposes of this Title:

“Country of residence” shall mean the country, not being the ship’s country, in which the seafarer resides, and in which the present Scheme may or may not be in force.

“Ship’s country” shall mean the country in which this Scheme is in force, and in which the ship is registered.

“Seafarer” shall mean a person who is, or has been, under agreement with a shipowner, but who does not reside in the ship’s country.

“Third country” shall mean any country which is neither the ship’s country nor the country of residence, and in which the present Scheme may or may not be in force.

**Medical Care**

**On Board**

38. (a) Where a seafarer’s condition requires medical care while he is under agreement with a shipowner, he shall, so long as he remains on board his ship, receive the care of the ship’s medical practitioner and/or, if necessary, of such other medical practitioner as he may consult or who may be able to visit him on board, during the ship’s stay in port. Any drug or preparation prescribed by the attending medical practitioner shall be made available to the seafarer from the ship’s stores or be purchased at the next port of call if not available on board.

(b) The Seafarers’ Insurance Fund of the ship’s country shall refund to the shipowner the expenses properly incurred by the master for the care granted under this section.

39. (a) Where a seafarer’s condition is such as to require medical care which cannot be given on board or to endanger the health of other persons on board, the master shall leave the seafarer ashore at the next port at which suitable medical care is available.

(b) Where the seafarer is left ashore in accordance with sub-
section (a) of this section, but is not discharged in conformity with
the laws and regulations of the ship's country, his agreement with the
shipowner shall be deemed to be suspended for the purposes of this
Title, and a certificate to this effect be given to the seafarer by the
master.

Ashore in Third Country or on Return Journey to Country
of Residence

40. (a) Where a seafarer is left ashore, in accordance with sub-
section (a) of section 39, in a third country, the competent agent
of the Seafarers' Insurance Fund of the ship's country, or, if there
is no such agent, the master and, after the ship has sailed, the con-
sular officer representing the ship's country shall procure for him
such medical care as may be required by his condition.

(b) A seafarer left ashore, in accordance with subsection (a) of
section 39, in a third country shall receive such medical care as his
condition requires as long as it is needed in the opinion of the
attending medical practitioner, or until he returns to his country
of residence. The attending medical practitioner shall decide when
the patient is fit to return.

(c) The consular officer representing the ship's country shall
not authorise the seafarer left ashore, in accordance with sub-
section (a) of section 39, in a third country to embark for his return
journey unless he is satisfied that any medical care such seafarer
may still require can be procured during the journey and that the
necessary arrangements have been made to this effect.

(d) The Seafarers' Insurance Fund of the ship's country shall
refund to the shipowner or the consular administration any ex-
penses properly incurred by the master or the consular officer
respectively for the medical care granted under this section:

Provided that, if the consular officer so requests, the security
estimated by him to suffice to cover the expense of the care to be
procured by him under this section shall be deposited with him by
the master, pending the refund of such expense by the Seafarers' 
Insurance Fund of the ship's country.

Ashore in Ship's Country or on Return Journey to Country
of Residence

41. (a) Where a seafarer is left ashore, in accordance with sub-
section (a) of section 39, in the ship's country, he shall be placed by
the master under the charge of the general medical care service of
the ship's country, or the medical care service maintained by the
Seafarers' Insurance Fund of the ship's country, as the case may be,
and shall be entitled to such medical care as his condition requires at the expense of the Fund, as long as needed or until he departs to return to his country of residence. The attending medical practitioner shall decide when the patient is fit to return.

(b) The Seafarers' Insurance Fund of the ship's country shall not authorise the seafarer to embark for his return journey unless it is satisfied that any medical care such seafarer may still require can be procured during the journey and has made the necessary arrangements to this effect.

**Ashore in Country of Residence**

42. (a) Where the seafarer returns to his country of residence after having been left ashore, in accordance with subsection (a) of section 39, outside such country, and is still in need of medical care, the competent agent of the Seafarers' Insurance Fund of the ship's country or, if there is no such agent, the consular officer representing the ship's country shall procure for him such medical care as is still required by his condition.

(b) Where a seafarer is left ashore by his ship in accordance with subsection (a) of section 39, in his country of residence, the competent agent of the Seafarers' Insurance Fund or, if there is no such agent, the master and, after the ship has sailed, the consular officer representing the ship's country shall procure for him such medical care as may be required by his condition.

(c) The Seafarers' Insurance Fund of the ship's country shall refund to the shipowner or the consular administration any expenses properly incurred by the master or the consular officer respectively for the medical care granted under this section:

Provided that, if the consular officer so requests, the security estimated by him to suffice to cover the expense of the care to be procured by him under this section shall be deposited with him by the master, pending the refund of such expense by the Seafarers' Insurance Fund of the ship's country.

**Income Security**

**Incapacity for Work on Board or Ashore outside Country of Residence**

43. Where a seafarer's condition requires medical care while he is under agreement with a shipowner, he shall be entitled to compensation, maintenance and repatriation in accordance with sections 44 and 45 at the expense of the Seafarers' Insurance Fund of the ship's country.
44. (a) Where a seafarer has to abstain from work on medical grounds, or after illness remains incapacitated for work while on board his ship, he shall be entitled to compensation at the rate of his last-earned net wages during abstention from work, and his agreement with the shipowner shall be deemed to be suspended for the purposes of this Title. The attending ship's doctor or such other medical practitioner as may be consulted during the ship's stay in port shall, if necessary, determine when the seafarer is capable of resuming his work.

(b) Where a seafarer is left ashore, in accordance with subsection (a) of section 39, outside his country of residence, he shall be entitled to compensation at the rate of his last-earned net wages until he is returned to his country of residence, or until he resumes work before having returned, or until he is deemed capable, by the attending medical practitioner, of resuming, and is offered, suitable employment in his usual occupation, at the current rate of wages, on a ship bound for a port to which he would have been entitled to be repatriated.

(c) A seafarer left ashore, in accordance with subsection (a) of section 39, outside his country of residence, shall be entitled, in addition to compensation, to repatriation, that is, free transportation, including maintenance, to the port where he was shipped if such port is in his country of residence, and if not, to a port in his country of residence near his home, unless he has resumed work, or been offered suitable employment in his occupation on a ship bound for such port.

45. (a) A seafarer, as long as he is entitled to compensation under section 44, shall be entitled to maintenance while on board his ship, and to a cash allowance for maintenance while he is ashore outside his country of residence.

(b) During the receipt of residential care in a medical institution, the cash allowance provided for in subsection (a) of this section shall cease to be payable.

(c) The cash allowance for maintenance shall be the same as that prescribed for resident seafarers.

46. (a) The compensation and maintenance granted under sections 44 and 45 while the seafarer is on board shall be paid by the master, and the compensation, maintenance allowance and repatriation granted under the said sections after the seafarer has been left ashore shall be paid by the Seafarers' Insurance Fund of the ship's country when he is in that country, and by the competent agent of the Fund or, if there is no such agent, by the consular officer representing the ship's country, when he is in a third country.
(b) The Seafarers' Insurance Fund of the ship's country shall refund to the shipowner or the consular administration respectively the expense incurred under subsection (a) of this section:

Provided that, if the consular officer so requests, the security estimated by him to suffice to cover any expense of such compensation, maintenance and repatriation to be paid by him shall be deposited with him by the master, pending the refund of such expense by the Seafarers' Insurance Fund of the ship's country.

_Incapacity for Work Ashore in Country of Residence_

47. (a) Where a seafarer returns incapacitated to his country of residence, after having been left ashore, in accordance with subsection (a) of section 39, outside such country, or is left ashore in his country of residence by his ship in accordance with the said subsection, he shall be entitled to temporary compensation and maintenance allowance or to permanent compensation, as the case may be, in accordance with section 17, at the expense of the Seafarers' Insurance Fund of the ship's country.

(b) The compensation and maintenance allowance granted under this section shall be paid by the competent agent of the Seafarers' Insurance Fund of the ship's country or, if there is no such agent, by the consular officer representing the ship's country.

(c) The Seafarers' Insurance Fund of the ship's country shall refund to the consular administration any expenses incurred under this section:

Provided that, where the seafarer is left ashore by his ship and if the consular officer so requests, the security estimated by him to suffice to cover the expense of temporary compensation and maintenance to be paid by him under this section shall be deposited with him by the master, pending the refund of such expense by the Seafarers' Insurance Fund of the ship's country.

_Death Occurring during Agreement or Due to Illness Occurring during Agreement_

48. (a) Where a seafarer dies—

(i) During his agreement with a shipowner; or
(ii) As the result of a condition which required medical care while he was under agreement with a shipowner, provided that, at the date of his death, he was in receipt of medical care or compensation in respect of such condition;

his dependants shall be entitled, at the expense of the Seafarers' Insurance Fund of the ship's country, to compensation in accordance with sections 24 to 26.
(b) The compensation granted under this section shall be paid through the competent agent of the Seafarers' Insurance Fund of the ship's country or, if there is no such agent, through the consular officer representing the ship's country.

**FINANCIAL PROVISIONS**

49. The same contributions as are payable in respect of a resident seafarer by the shipowner and the seafarer in accordance with Title I shall be payable in respect of a non-resident seafarer, and shall be remitted by the shipowner to the Seafarers' Insurance Fund of the ship's country:

Provided that, where reciprocal arrangements are concluded to that effect, the contributions payable in respect of a non-resident seafarer may consist of—

(i) The contributions levied by the Seafarers' Insurance Fund of the ship's country to cover the cost of compensation, maintenance and repatriation and of such medical care as is granted in respect of illness occurring during an agreement with a shipowner; and

(ii) The contributions that would be levied by the competent social security institution of the country of residence in respect of risks other than those covered in accordance with this Title.

50. Subject to the conclusion of reciprocal arrangements between the ship's country and the country of residence, the Seafarers' Insurance Fund of the ship's country shall remit to the competent social security institution of the country of residence such part of the contributions remitted to it on behalf of the seafarer as is not applied to the cover of the cost of compensation, maintenance and repatriation and of such medical care as is granted in respect of illness occurring during an agreement with a shipowner.

**APPENDIX TO MODEL SCHEME**

**SOCIAL INSURANCE OF SEAFARERS**

*Proposals of the International Transport Workers' Federation and the International Mercantile Marine Officers' Association, as Submitted to the 13th Session of the Joint Maritime Commission (London, January 1945)*

1. Although the seafarers are in favour of the widest possible statutory scheme of social services applicable to the whole of the
population, they wish to observe that the special character of the shipping industry calls for special provisions. The question arises whether it would not be desirable to treat shipping as a more or less distinctive sector within the framework of a comprehensive scheme of social insurance.

2. In the shipping industry the position is, generally, that the shipowner is responsible for a seaman's maintenance during the time, or at least part of the time, he is away from the home country.

3. It is very important that seafarers shall come under the same regulations regardless of the flag of the ship. Such equality would entail another great advantage: it would make it possible to conclude reciprocity agreements between countries with a view either to including one another's subjects in the social insurance scheme of the country employing them, or to transferring premiums in respect of them so that they may continue to belong to the social insurance scheme of their own country.

4. During the war especially great progress has been made in various countries in respect of social provisions for seamen. It is unthinkable that this progress should be undone again. The seafarers would resist any such attempt with the greatest vigour.

5. The countries lagging behind in this domain should be raised to a higher level in the shortest possible time. No weight should be given to the argument that the seamen would then occupy a privileged position. It is indeed self-evident that in all countries the workers will demand in the field of social insurance a fairer deal than they have had in the past, when through circumstances beyond their control they have not been able to make their living by working.

6. It is conceivable that even with continuous employment and existence of a manpower pool there may be cases of seamen being unemployed and dependent upon other sources for maintenance. In such cases the maintenance allowance should amount to 70 per cent. of their last-earned wages.

7. In case of accidents full wages shall be paid during complete incapacitation until recovery. Upon recovery, followed by permanent incapacitation, a pension shall be paid of not less than 60 per cent. of the last-earned wage. Where recipients of invalidity pensions have income from employment the pension may be temporarily reduced. Medical treatment, hospital expenses and maintenance abroad, as well as costs of repatriation, shall be a charge upon the ship.

8. In case of death due to an accident a widow's pension shall be paid equal to 60 per cent. of the deceased's wages, plus 10 per cent. in respect of each child, subject to a maximum pension of 90 per cent. Percentages should also be fixed for other surviving dependants.

9. Death or invalidity due to occupational disease should be equated with accident.

10. In case of sickness, including V.D., full wages shall be payable until arrival of the seafarer in the home port. Medical attention, hospital treatment, maintenance abroad and repatriation shall be a charge on the ship. On arrival in the home port 80 per cent. of wages shall be paid as sick pay. In case of sickness in the home port 80 per cent. of wages shall also be paid.
11. Seafarers shall retire at the age of 55. The amount of pension shall be a *pro rata* of the years of service with a minimum of 60 per cent. of wages after 15 years of service.

12. In case of death of a retired seafarer, the widow shall be entitled to 75 per cent. of the deceased’s pension, plus 5 per cent. in respect of each child under 18, subject to a maximum of 90 per cent. of the deceased’s pension.

13. In case of premature invalidity from causes other than an accident there shall be title to an invalidity pension equal to 50 per cent. of wages.

14. Seafarers shall have a statutory claim to replacement, at the owner’s expense, of effects lost owing to shipwreck or otherwise through no fault of the man concerned. Compensation should be based on a standard list of effects ordinarily carried and calculated according to the cost prices obtaining in the country from which the man sails.

15. Similar provisions should be made for loss of carpenters’ tools and officers’ instruments and technical books.

16. In case of unemployment following shipwreck, whether a ship is lost or not, wages should be paid up to 12 months at the owners’ expense.

17. Apart from repatriation after recovery from illness, seafarers may also be signed off abroad, at their own wish or that of the ship, on expiry of articles. In both cases repatriation, with payment of full wages until arrival in home port, should be at the owners’ expense.

18. Where merchant seamen are detained as prisoners of war or are interned abroad, they should be entitled to compensation equal to their basic rate of pay.

19. This compensation should be paid into an account opened in the name of the man concerned. From this account sums to be transferred to the man concerned as pocket money or payments to be made to dependants for which he has given authorisation in writing. The balance of the account should be held for the man until his return from internment.

20. In calculating the payments under the provisions of this section, the value of payments in kind should be taken into account.

21. The premiums payable by seafarers in respect of unemployment, sickness and retirement benefits should be fixed nationally.

22. Seafarers’ trade union organisations should press for a national minimum wage applicable to all workers having attained the age of 21, including seafarers.

23. Where benefits—e.g., for premature invalidity—are inadequate for a proper standard of life, provision should be made for the necessary adjustment.
JOINT ADMINISTRATIVE ASSOCIATION

MAIN POINTS FOR DISCUSSION

1. **Utility of Joint Administrative Association**

   Utility for institutions responsible for seafarers' social security of two or more countries to render mutual aid in administration of social security benefits to seafarers belonging to one associated institution when in the country of the other, and to establish a joint administrative association with the functions of maintaining joint agencies in third countries and of operating a clearing office.

2. **Mutual Aid**

   Each associated institution to place its medical care service at the disposal of seafarers for whom another such institution is responsible on agreed conditions; to pay to such seafarers cash benefits as authorised by responsible institution, and to supply reports on their condition to such institution.

3. **Joint Agencies**

   Operation, by association, of agencies in principal ports of third countries frequented by seafarers of associated institutions, with functions of organising a port medical care service for such seafarers; administering to such seafarers cash benefits due to them by an associated institution; facilitating re-engagement or repatriation of such seafarers.

4. **Clearing Office**

   Administration, by association, of a clearing office to keep accounts of, and settle, all sums payable by one associated institution to another, including expenses for medical care and cash benefits incurred by one institution in respect of seafarers for whom another institution is responsible, and contributions due, in virtue of reciprocal arrangements, to one institution by another institution in respect of seafarers residing in the country of the former but serving on ships registered in the country of the latter.

   Question of the currency in which accounts should be kept.
5. Membership

Where social security of seafarers of a country is in hands of a single institution, such institution to be sole member for that country;

Question of membership where several institutions share responsibility for social security of seafarers of a country: possibility of representation of the group of national institutions by one of their number, or by a joint delegation which would centralise transactions of all of them with the association.

6. Seat of Association

Considerations affecting choice of seat of association:

Central situation of one country in relation to others concerned;
Language of one country more widely understood;
Greater frequentation of ports of one country by seafarers belonging to others.

7. Management

Committee comprising representatives of each associated institution, each country having equal voting power;
Manager, appointed by Committee, and necessary staff;
Possibility of direct participation of shipowners' and seafarers' representatives from countries concerned, in advisory capacity.

8. Finance of Association

Deposit by member, at entrance, of security for due discharge of liabilities incurred under rules of association;
Payment in advance of periodical subscription to administrative expenses of the association and its agencies;
Considerations affecting proportion of expenses to be charged to each member:

(i) Number of transactions in which each member is concerned;
(ii) Amount of transactions.
PART III

SEAFARERS’ SOCIAL SECURITY SERVICES
Australia

SUMMARY

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I. Legal Bases

1. SHIPOWNERS’ LIABILITY

Navigation Act, 1912-1942, consisting of consolidated text published in 1935 and No. 1, of 10 February 1943.

2. SEAMEN’S EMPLOYMENT INJURY COMPENSATION

Seamen’s Compensation Act, 1911-1938 (consolidated text).

3. GENERAL UNEMPLOYMENT AND SICKNESS ASSISTANCE


4. GENERAL OLD-AGE AND INVALIDITY ASSISTANCE

Invalid and Old-Age Pensions Act, 1908, as last amended by Act No. 16 of 6 April 1944. Consolidated text published in 1943 under heading of Invalid and Old-Age Pensions Act, 1908-1943.

5. GENERAL SURVIVORS’ ASSISTANCE

Widows’ Pensions Act, No. 19 of 5 June 1942, as amended by No. 15 of 29 March 1943 and No. 15 of 6 April 1944.
6. **General Pharmaceutical Public Service**
Pharmaceutical Benefits Act, No. 11 of 5 April 1944.

7. **General Hospital Public Service**
Agreement between Commonwealth Government and State Governments of August 1944.

8. **General Maternity Assistance**
Maternity Allowance Act, No. 8 of 1912, as amended to 1944.

II. Scope

1. **Shipowners' Liability**

*Medical Care on Board or Ashore and Wages on Board*

Masters, apprentices and other persons, except pilots, employed or engaged in any capacity on board a ship registered in Australia or engaged in the coasting trade unless such person is only temporarily employed on the ship in port.

Australian trade ships, limited coast-trade ships, or river and bay ships are covered if they are engaged in trade or commerce between Australia and other countries or among the States or Commonwealth territories, or if they are on the high seas or in territorial waters of territories under the authority of the Commonwealth. Ships belonging to the King's navy or the navy of the Commonwealth or any British possession or the navy of any foreign Government are specifically excluded.

*Wages Ashore in Australia*

Apprentices and other persons, except masters and pilots, employed or engaged in any capacity on board ships registered in Australia and on other British ships whose first port of clearance and whose port of destination are within the Commonwealth.

2. **Seamen's Employment Injury Compensation**

Apprentices, pilots and other persons employed or engaged in any capacity on board ship in connection with the navigation or working of the ship, if such ship is in the territorial waters of any territory which is part of the Commonwealth and is trading with Australia or engaged in any occupation in Australian waters, or if such ship is engaged in trade and commerce with other countries or among the States. Masters, engineers or deck officers are not included. Seamen on ships not registered in Australia are covered only if they shipped under articles of agreement entered into in Australia, and then only while the ship is subject to the law of the Commonwealth.

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1 Scheduled to come into effect in July 1945.
3. General Unemployment and Sickness Assistance

Men aged 16 to 65 years and women aged 16 to 60 years and not eligible for invalid, old-age or widow’s pensions or service pension under the Australian Soldiers Repatriation Act, who have been continuously resident\(^1\) in Australia at least one year immediately prior to the date of the claim. A married woman receives benefit only if it is not reasonably possible for her husband to maintain her.

4. General Old-Age and Invalidity Assistance

**Invalidity Assistance**

British subjects over 16 years of age, who are permanently incapacitated for work to the extent of 85 per cent. and are not in receipt of old-age pensions, who reside in Australia when the claim is made and have so resided continuously\(^2\) for at least five years, provided the net capital value of their accumulated property does not exceed £400 and that they are not adequately supported by their parents.

**Old-Age Assistance**

British subjects 65 years or over (males) and 60 years or over (females), of good character and not in receipt of invalid pensions, who reside in Australia when the claim is made and have so resided continuously\(^2\) for at least 20 years, provided the net capital value of their accumulated property does not exceed £400. Absence, during which the claimant’s home, and, if he is married, his wife or family remained in Australia and were maintained by him, is not deemed to interrupt continuous residence.

5. General Survivors’ Assistance

Widows who are British subjects (including those who, prior to their marriage to aliens, were British subjects), not in receipt of invalid or old-age pensions, who have been continuously resident\(^3\) in Australia for not less than five years prior to the date of the claim, provided that the value of the widow’s property does not exceed £1,000 if she has a dependent child or children under 16 years of age, or £400 in the case of a widow 50 years of age or over who is not maintaining a child under 16 years of age.

6. General Pharmaceutical Public Service

Every person ordinarily resident in the Commonwealth.

7. General Hospital Public Service

Every person ordinarily resident in the Commonwealth.

8. General Maternity Assistance

Women who are inhabitants of Australia or who intend to settle there.

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\(^1\) For definition of continuous residence, see p. 94, VI 3.

\(^2\) For definition of continuous residence, see p. 95, VI 4.

\(^3\) For definition of continuous residence, see p. 95, VI 5.
III. Financial Resources

1. SHIPOWNERS' LIABILITY

Shipowners individually liable, but may insure with insurance companies or mutual protection associations.

2. SEAMEN'S EMPLOYMENT INJURY COMPENSATION

Shipowners individually liable but may insure with insurance companies charging fixed premiums or with mutual accident insurance associations.

3. GENERAL UNEMPLOYMENT AND SICKNESS ASSISTANCE

Benefits are paid out of National Welfare Fund established in 1943, into which is paid every year one quarter of the amount received as income tax from persons other than companies, or the sum of £30 million, whichever is less.

4. GENERAL OLD-AGE AND INVALIDITY ASSISTANCE

Pensions are paid out of the Consolidated Revenue Fund; funeral benefit is paid out of the National Welfare Fund.

5. GENERAL SURVIVORS' ASSISTANCE

Pensions are paid out of the Consolidated Revenue Fund.

6. GENERAL PHARMACEUTICAL PUBLIC SERVICE

National Welfare Fund as under 3.

7. GENERAL HOSPITAL PUBLIC SERVICE

National Welfare Fund as under 3.

The Commonwealth Government pays the States a flat rate of 6s. per daily occupied hospital bed. In return for such payment the patient must be granted free care and maintenance in a public ward, while patients in intermediate and private wards will have 6s. a day deducted from their hospital fees.

The money saved by the States under this service must be spent on the provision of new hospital services.

8. GENERAL MATERNITY ASSISTANCE

National Welfare Fund as under 3.

IV. Administration

1. SHIPOWNERS' LIABILITY

Supervision by mercantile marine offices and superintendents of such offices in ports in Australia.

In other ports in the British Commonwealth, the superintendent
or the chief officer of customs, and, at other ports, the British consular officer or two British merchants act as proper authority.

Claims for wages are dealt with by the lower courts if sums not exceeding £50 are involved, and by the Supreme Court of any State or any court having Admiralty jurisdiction otherwise or in appropriate cases.

2. SEAMEN'S EMPLOYMENT INJURY COMPENSATION

Any question as to the liability for the compensation or the amount or duration of compensation, or as to who is a dependant, if not settled by agreement, is settled by arbitration or by a county court. Where the matter is settled by arbitration, the case, if both parties consent, is brought before a joint committee; if there is no such committee, or if either party objects to such settlement, or if the committee refers the matter to arbitration or fails to settle the question within six months, the matter may be brought before a single arbitrator agreed on by the parties or appointed by a county court.

Appeals on questions of law lie from decisions of the committee or arbitrator to a county court and from that of a county court to the Supreme Court of the State. If the seaman is discharged or left behind in a British possession or in a foreign country, depositions respecting the accident may be taken by any judge or magistrate in the former, a British consular officer in the latter, and transferred to the Minister in charge of the Act. Such depositions serve as evidence in proceedings for compensation.

3. GENERAL UNEMPLOYMENT AND SICKNESS ASSISTANCE

The scheme is administered by the Director-General of Social Services and his Assistant, Deputy Directors for each State, and registrars, subject to the direction of the Minister of Social Services and Health. The Director-General determines claims for benefit but may delegate his powers other than the power of delegation, to the Assistant Director-General, Deputy Director, registrar, or any other person from whose decisions appeal lies to the Director-General.

4. GENERAL INVALIDITY AND OLD-AGE ASSISTANCE

The pension scheme is administered by the Director-General of Social Services under the control of the Minister of Social Services and Health. There is a Commissioner of Pensions who exercises the powers and functions conferred on him by the Act subject to any directions of the Director-General. Deputy Commissioners are appointed for each State.

Claims for pensions are submitted to the Registrar of the district in which the applicant resides who refers the claim, with a report to a magistrate for investigation. The Deputy Commissioner determines the application after receiving a report with recommendations from the magistrate. At the request of the Commissioner or Deputy Commissioner, the magistrate may reconsider a pension claim previously admitted or rejected, and the Com-
missioner or Deputy Commissioner may thereupon revise his decision.

5. GENERAL SURVIVORS' ASSISTANCE

The widow's pension scheme is administered by the Director-General of Social Services under the control of the Minister of Social Services and Health.

Claims are determined by the Commissioner or Deputy Commissioner of Pensions (see under 4), assisted by the registrars and magistrates appointed under the Invalid and Old-Age Pensions Act.

6. GENERAL PHARMACEUTICAL PUBLIC SERVICE

The service is administered by the Director-General of Health under the direction of the Minister of Social Services and Health, advised by a Consultative Council of six persons appointed by the Minister. Drugs, preparations and appliances listed in the Commonwealth Pharmaceutical Formulary are supplied free by approved pharmacists and hospitals.

A Formulary Committee is appointed by the Minister, consisting of two practising medical practitioners, two practising pharmacists, one pharmacologist and one other person.

Advisory Pharmaceutical Benefit Committees may be appointed by the Minister in each State.

7. GENERAL HOSPITAL PUBLIC SERVICE

(Information not yet available)

8. GENERAL MATERNITY ASSISTANCE

The scheme is administered by the Director-General of Social Services subject to the control of the Minister. There is a Commissioner of Maternity Allowances, who, subject to any directions of the Director-General, is charged with the execution of the Act.

V. Risks Covered

1. SHIPOWNERS' LIABILITY

(i) Medical Care on Board

Any illness of seafarer.

(ii) Medical Care and Maintenance Ashore in Australia or outside Australia

Illness of seafarer belonging to a ship, due to traumatic injury received or disease contracted in the service of such ship; other illness, unless venereal disease, or unless due to the seafarers' own wilful act or default or to his own misbehaviour.
Wages on Board

Incapacity to perform duty while serving on board of seafarer belonging to a ship, owing to illness not caused by seafarer's own wilful act or default.

Wages Ashore in Australia

Incapacity of seaman or apprentice belonging to a ship registered in Australia, owing to traumatic injury received in the service of the ship or to disease contracted on board the ship or in the service of the ship or her owner, other than venereal disease or disease due to the seaman's own wilful act or default or to his misbehaviour, provided the seaman or apprentice is wholly incapacitated for performing his duty, and provided his condition is likely to require at least 14 days' medical care and necessitates his being left ashore in Australia.

Funeral Expenses

Death from disease or traumatic injury as under (ii).

2. SEAMEN'S EMPLOYMENT INJURY COMPENSATION

Serious and permanent incapacity and death resulting from personal injury by accident arising out of and in the course of employment; other incapacity from such cause lasting for at least one week, unless due to the seaman's serious and wilful misconduct; incapacity resulting from certain diseases which have been caused within 12 months prior to date of the incapacity by his employment as a seaman, and which disables the seaman from earning full wages for at least one week; death resulting from such diseases. Illness resulting from traumatic injury or occupational disease as defined.

3. GENERAL UNEMPLOYMENT AND SICKNESS ASSISTANCE

Sickness Assistance

Loss of salary or wages or other income through temporary incapacity for work due to disease or traumatic injury certified by a medical practitioner, and lasting more than six days, unless the incapacity was brought about with a view to obtaining benefit.

Any amount paid by an incapacitated person to a person who acts as his substitute is deemed loss of income.

Unemployment Assistance

Involuntary unemployment, lasting more than six days, of seafarer capable of undertaking and willing to undertake suitable work who has taken reasonable steps to obtain such work, unless the unemployment is due to misconduct or is the result of direct participation in a strike.

4. GENERAL OLD-AGE AND INVALIDITY ASSISTANCE

Old-Age Assistance

Attainment of age 65 for men and age 60 for women.
Invalidity Assistance

Permanent incapacity for work of at least 85 per cent., due to an accident or infirmity, or blindness, provided the claimant has become incapacitated or blind while in Australia, unless the state of health was self-induced or brought about with a view to obtaining a pension. A claimant undertaking suitable training for vocational or physical rehabilitation may be deemed permanently incapacitated.

5. General Survivors' Assistance

Widowhood of woman who maintains one or more children under 16 years of age or who has attained the age of 50 and is not maintaining a child. A woman under 50 years of age and without children who at the time of the death of her husband or within 26 weeks thereafter is in necessitous circumstances may receive assistance for a period not exceeding 26 weeks immediately after the death of her husband. The following are deemed to be widows: a woman who, for not less than three years prior to the death of a seafarer, was wholly or mainly maintained by him and, although not legally married to him, lived with him as his wife on a permanent and bona fide domestic basis; a deserted wife; a woman whose marriage has been dissolved; and a woman whose husband is an inmate of a mental hospital.

6. General Pharmaceutical Public Service

Need, certified by the attending medical practitioner, for a drug, preparation or appliance listed in the Commonwealth Pharmaceutical Formulary.

7. General Hospital Public Service

Any illness requiring residential care.

8. General Maternity Assistance

Birth of viable child.

VI. Periods Covered

1. Shipowner's Liability

Period during which the seafarer belongs to a ship covered by the relevant provisions of the Navigation Acts.

2. Seamen's Employment Injury Compensation

Period during which the seaman is employed or engaged on board a ship.

3. General Unemployment and Sickness Assistance

Period during which the seafarer, after one year of continuous residence in Australia, resides therein. Continuous residence is not deemed to be interrupted by occasional absences not exceeding, in the aggregate, six months, nor by any period of absence during
which the seafarer’s home or his children, step-children or adopted children under 16 years of age remain in Australia, nor by any period of absence attributable to circumstances connected with a war in which the King is engaged.

4. General Old-Age and Invalidity Assistance

Invalidity Assistance

Period during which a seafarer, after five years’ continuous residence in Australia, resides therein.

Continuous residence is not deemed to be interrupted by occasional absences not exceeding in the aggregate one tenth of the total period of residence, nor by absence during which the seafarer’s home or his wife and/or family remained in Australia and were maintained by him.

5. General Survivors’ Assistance

Period during which the seafarer’s wife, after five years of continuous residence in Australia, resides therein or in any territory under the authority of the Commonwealth. Continuous residence is not deemed to be interrupted by occasional absences of the wife not exceeding one tenth of the total period of residence nor by absence during which the wife’s home, any of her children under 16 years of age, or her furniture remained in Australia. “Children” do not include those whom the woman commenced to maintain after the occurrence of the event by reason of which she became a widow.

6. General Pharmaceutical Public Service

Period during which the seafarer is ordinarily resident in Australia.

7. General Hospital Public Service

Period during which the seafarer is ordinarily resident in Australia.

8. General Maternity Assistance

On each occasion on which a woman, who is an inhabitant of Australia or who intends to settle there, gives birth to a child either in the Commonwealth or on board a ship proceeding from a port in the Commonwealth or a territory thereof to another port in the Commonwealth or a territory thereof.

VII. Benefits in Case of Illness and/or Incapacity

AUSTRALIAN SEAFARERS

1. Illness or Incapacity Resulting from Employment Injury (Australian)

(a) On Board

Shipowner: Medical care during illness. Wages and maintenance during incapacity.
(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care, residential or non-residential, and maintenance as follows:

1. If the seafarer was shipped outside the British Commonwealth, during illness until recovery;
2. Where the seafarer was shipped in the British Commonwealth, during illness until recovery or until he returns with the ship or is repatriated to the proper return port if he returns during illness; free transportation to such port.

Medical care, maintenance and expense of removal, if the seafarer, wherever shipped, is temporarily removed from his ship for the purpose of preventing infection or otherwise for the convenience of the ship, until he returns to his duty.

Seamen’s Employment Injury Compensation: Cash compensation as shown under 1 (c), can be claimed on return of seaman to Australia in respect of period of incapacity ashore outside country of ship, minus cost of maintenance defrayed by shipowner.

(ii) After Illness.

Shipowner: Maintenance, if incapacity continues after illness, during incapacity or, where the seafarer was shipped in the British Commonwealth, until he returns to the proper return port. Where the seafarer was shipped in the British Commonwealth, and not repatriated during illness, free transportation, including maintenance, to proper return port.

Seamen’s Employment Injury Compensation: Cash benefit can be claimed, if incapacity continues, on return to Australia, in respect of period of incapacity ashore outside country of ship.

(c) Ashore in Country of Ship

Seafarer Left Ashore.

Shipowner: Medical care, residential or non-residential, maintenance and wages, if the seaman or apprentice is left ashore ill in Australia, as follows:

1. If a seaman or apprentice shipped in the British Commonwealth is left ashore at his home port as specified in his agreement within one month of the expiry of his engagement, no medical care or maintenance, but wages during incapacity and thereafter for one week, but not for period

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1 Port where the seafarer is entitled to be discharged in accordance with his agreement or such other port as is mutually agreed upon with the approval of the proper authority.
2 Masters, engineers and deck officers are entitled to compensation under awards of the Commonwealth Court of Conciliation and Arbitration.
3 Masters, engineers and deck officers are entitled to the same wages in virtue of awards made in the Commonwealth Court of Conciliation and Arbitration. This applies whether the ship is or is not registered in Australia, and whether or not the relevant section (132) of the Navigation Act applies.
exceeding one month in all as counted from date on which he was left ashore;

(2) If a seaman or apprentice shipped in the British Commonwealth is left ashore at his home port more than one month before the expiry of his engagement, no medical care or maintenance, but wages during incapacity and thereafter (after recovery) for one week, but not for period exceeding three months in all as counted from the date on which he was left ashore;

(3) If a seaman or apprentice shipped in the British Commonwealth is left ashore at a port other than his home port (whether or not such home port is in Australia), medical care and maintenance during illness or until he is repatriated to the proper return port, which may be his home port, if he returns during illness, in which case he receives free transportation to such port. Wages and maintenance during incapacity and thereafter, if he is still ashore at port of landing, wages until he returns to his home port, plus free transportation to such port.¹

(4) If a seaman or apprentice shipped outside the British Commonwealth is left ashore in Australia at his home port, medical care and maintenance during illness until recovery; wages and maintenance during incapacity and thereafter wages for one week, subject to maxima of one month if engagement expires within a month, or three months if the engagement expires later than one month after his landing;

(5) If a seaman or apprentice shipped outside the British Commonwealth is left ashore in a port in Australia other than his home port, medical care and maintenance during illness until recovery; wages and maintenance during incapacity and thereafter, if he is still ashore at the port of landing, wages until he returns to his home port, plus free transportation to such port.¹

Seafarer Temporarily Removed.

Shipowner: Medical care, maintenance and expenses of removal if the seafarer, wherever shipped, is temporarily removed from his ship for the purpose of preventing infection or otherwise for the convenience of the ship, until he returns to his duty.

Seamen's Employment Injury Compensation: Cost of medical care, residential or non-residential, not exceeding £25, minus cost of care provided outside or in Australia under shipowners' liability, if any. Cash benefit during incapacity from date on which shipowners' liability for payment of wages ceases, that is:

(1) If the seaman is left ashore at his home port within one

¹ Under certain awards made in the Commonwealth Court of Conciliation and Arbitration the seaman who returns to his home port at the request of the shipowner before he has recovered from his illness continues to be entitled to wages and maintenance during his return journey and after arrival at his home port until his recovery. (Commonwealth Court of Conciliation and Arbitration, No. 330 of 1930, Nos. 194, 202 and 352 of 1931.)
SOCIAL SECURITY FOR SEAFARERS

month of the expiry of his engagement, weekly cash benefit, minus cost of maintenance defrayed by shipowner where the seaman was shipped outside the British Commonwealth, from end of first month ashore until incapacity ceases or the maximum benefit is exhausted or the weekly payment is commuted for a lump sum;

(2) If the seaman is left ashore at his home port more than one month before the expiry of his engagement, weekly cash benefit, minus cost of maintenance defrayed by shipowner where the seaman was shipped outside the British Commonwealth, from end of third month ashore until incapacity ceases or the maximum benefit has been exhausted or the weekly payment is commuted for a lump sum;

(3) If the seaman is left ashore at a port other than his home port, weekly cash benefit, minus cost of maintenance defrayed by shipowner, from date on which he returns to his home port until incapacity ceases, or the maximum benefit has been exhausted, or the weekly payment is commuted for a lump sum.

Compensation is payable at following rates: seamen 21 years of age or over, or under 21 years with earnings of £2 5s. a week or over, two thirds of the average earnings received in the employment of the same employer, subject to a maximum of £3 10s., or a fraction thereof corresponding to loss of earnings, including value of maintenance; supplement in case of total incapacity of 7s. 6d. a week for each dependent child under 14 years of age, less weekly allowance or endowment, if any, payable under some other law. Maximum weekly compensation: average weekly earnings; maximum aggregate compensation: £750.

Seamen under 21 years of age with earnings of less than £2 5s. a week, 100 per cent. of average earnings received in the employment of the same employer, or a fraction thereof corresponding to loss of earnings, subject to a maximum of £1 10s. a week. Children's supplement as above. Maximum weekly compensation: average earnings; maximum aggregate compensation: £750.

The liability for weekly payments may at any time be redeemed for a lump sum payment by agreement between the parties.

Where weekly payment has been continued for not less than six months, the liability therefor may be redeemed for a lump sum payment at the option of the employer. If the incapacity is temporary, the lump sum is settled by arbitration or by a county court; if the incapacity is permanent, the lump sum must be of such amount as would, if invested in an immediate life annuity, provide for an annual payment equal to 75 per cent. of the annual value of the weekly payments.

In case of specified injuries resulting in total or partial incapacity, such as loss of a member, of sight, of hearing, a lump sum is paid according to a prescribed schedule, less the amount of compensation and/or wages paid, if any, and less the cost of maintenance defrayed by the shipowner, during the period of total incapacity preceding the settlement of the claim. Maximum aggregate compensation: £750.
Weekly benefit is payable only while the beneficiary is residing in Australia, unless the incapacity is of a permanent nature.¹

**General Sickness Assistance:** Cash benefit, if seafarer’s home is in Australia, during temporary incapacity from the seventh day after the day on which the seafarer becomes incapacitated or the date on which he makes his claim, whichever is the later, minus weekly benefit payable under Seamen’s Employment Injury Compensation or, where a lump sum is payable, minus the equivalent weekly value of such lump sum, at following rates:

- Unmarried seafarer 16 years of age: 15s. a week minus income, if any, in excess of 5s.
- Unmarried seafarer 17 years of age: 15s. a week minus income, if any, in excess of 10s.
- Unmarried seafarer 18, 19 or 20 years of age: 20s. a week minus income, if any, in excess of 15s.
- Other seafarers: 25s. a week minus income, if any, in excess of 20s., plus 20s. in respect of a dependent husband or wife minus the invalid, old-age, widows or service pension, if any, received by the dependent husband or wife, and 5s. in respect of one child under 16 years of age. Children, in excess of one, receive allowances of 5s. a week under the Child Endowment Act.

Maternity allowances and children’s allowances are not counted as income, nor are benefits, up to £1 a week, received from friendly societies or similar bodies.

Maximum sickness benefit: loss of salary, wages or other income.

**General Invalidity Assistance:** Cash benefit, from date fixed by the Commissioner or Deputy Commissioner but not prior to the date of claim following date on which the seafarer becomes permanently incapacitated or blind in consequence of an injury resulting from employment, as follows:

- Pension to invalid seafarer amounting to £70 4s. a year minus deemed income of the pensioner, if any, in excess of £32 10s. and minus £1 for every £10 by which the net capital value of his property exceeds £50.
- Allowance of £39 a year to the wife of the invalid pensioner who is not herself an old-age or invalid pensioner, minus deemed income of the wife, if any, in excess of £32 10s. a year, and minus £1 for every £10 of her property in excess of £50.
- Supplement of £13 a year for one child under 16 years of age, payable to the pensioner’s wife who is entitled to an allowance on her own behalf or would be so entitled but for the income and property clause or who is herself an invalid pensioner; otherwise, the supplement is payable to the invalid father. Children, in excess of one, are entitled to allowances of 5s. a week under the Child Endowment Act.

¹ Masters, engineers and deck officers receive, under awards, a sum equal to the pay, including maintenance, they would have earned during incapacity for the first three months, and thereafter a sum of one half of their pay for a period ending not later than 12 months as counted from the date of the accident. They are also entitled to medical care the cost of which does not exceed £25.
If the pensioner is blind, the maximum pension is reduced only by income of the pensioner and his wife in excess of £260 a year.

Income does not include benefit from friendly societies or payments by trade union or provident societies during illness, infirmity or old age, nor gifts or allowances from father, mother or children. The income of husband or wife is deemed to be half the total income of both.

Property does not include the pensioner’s home. The property of husband or wife is deemed to be half the total property of both.

**General Pharmaceutical Public Service:** Pharmaceutical supplies prescribed by medical practitioner if seafarer’s home is in Australia, as follows:

1. If a seafarer, shipped in the British Commonwealth, is landed at his home port, from date on which he is left ashore, as long as needed;
2. If a seafarer, shipped in the British Commonwealth, is landed at a port other than his home port, from date on which he returns to his home port, as long as needed.1

**General Hospital Public Service:** Residential care, where needed, from date on which shipowner’s liability for medical care ceases if seafarer’s home is in Australia, as follows:

1. If a seafarer, shipped in the British Commonwealth, is left ashore at his home port in Australia, from date on which he is left ashore as long as needed;
2. If a seafarer, shipped in the British Commonwealth, is left ashore at a port other than his home port, from date on which he returns to his home port in Australia, as long as needed.1

2. **Other Illness or Incapacity Not Due to Seafarer’s Own Fault (Australian)**

   (a) **On Board**

   **Shipowner:** Medical care during illness. Wages and maintenance during incapacity.

   (b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

   (i) **During Illness.**

   **Shipowner:** Medical care, residential or non-residential, and maintenance, where the seafarer is left ashore ill outside Australia, as follows:

   1. If a seafarer was shipped outside the British Commonwealth, during illness until recovery;

1 If a seafarer was shipped outside the British Commonwealth and is landed either at his home port or any other port in Australia, he is entitled to the provision of both pharmaceutical supplies and residential care from the shipowner until his recovery.
(2) If a seafarer was shipped in the British Commonwealth, during illness or, if he returns during illness, until he returns with the ship or is repatriated to the proper return port; free transportation to such port.

(ii) After Illness.

Shipowner: Where the seafarer was shipped in the British Commonwealth and not repatriated during illness\(^1\), free transportation, including maintenance, to proper return port.

(c) Ashore in Country of Ship

Shipowner: Medical care and maintenance, and/or wages where the seafarer is left ashore ill in Australia as under 1 (c).

General Sickness Assistance: Cash benefit during temporary incapacity at rates shown under 1 (c), if the seafarer was landed ill in Australia, from the seventh day after the day on which the seafarer becomes incapacitated or the date on which he makes his claim. As the seaman or apprentice is entitled to wages from the shipowner as under 1 (c), sickness benefit is payable in practice as follows:

(1) If the seaman or apprentice, wherever shipped, is left ashore at his home port within one month of the expiry of his engagement, cash benefit from end of first month ashore until incapacity ceases or becomes permanent;

(2) If the seaman or apprentice, wherever shipped, is left ashore at his home port more than one month before the expiry of his engagement, cash benefit from end of third month ashore until the incapacity ceases or becomes permanent;

(3) If the seaman or apprentice, wherever shipped, is left ashore at a port other than his home port, cash benefit from date on which he returns to his home port until incapacity ceases or becomes permanent.

If the seafarer falls ill ashore, cash benefit from the seventh day of incapacity, or the seventh day after date on which he submits claim, until incapacity ceases or becomes permanent.

General Invalidity Assistance: Cash benefit, from date fixed by the Commissioner or Deputy Commissioner but not prior to the date of claim following date on which the seafarer becomes permanently incapacitated in consequence of traumatic injury or disease not resulting from employment, or becomes blind, as under 1 (c).

General Pharmaceutical Public Service: Pharmaceutical supplies prescribed by medical practitioner if seafarer’s home is in Australia, as follows:

(1) If a seafarer shipped in the British Commonwealth is landed at his home port, from date on which he is left ashore, as long as needed;

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\(^1\) Under awards made in the Commonwealth Court of Conciliation and Arbitration, seafarers landed abroad appear to be entitled to wages as under 1 (c).
(2) If a seafarer shipped in the British Commonwealth is landed at a port other than his home port, from date on which he returns to his home port, as long as needed.¹

*General Hospital Public Service:* Residential care, where needed, if seafarer's home is in Australia, from date on which shipowner's liability for medical care, if any, ceases, as follows:

(1) If a seafarer shipped in the British Commonwealth is landed at his home port in Australia, from date on which he is left ashore, as long as needed;
(2) If a seafarer shipped in the British Commonwealth is landed at a port other than his home port, from date on which he returns to his home port in Australia, as long as needed.¹

3. **ILLNESS OR INCAPACITY DUE TO SEAFARER’S OWN FAULT (INCLUDING VENEREAL DISEASE) (AUSTRALIAN)**

(a) *On Board*

*Shipowner:* Medical care during illness. Cost of maintenance during incapacity may be deducted from wages, for period preceding or following incapacity.

(b) *Ashore outside Country of Ship or on Return Journey after Stay Ashore*

No provision.

(c) *Ashore in Country of Ship*

*General Sickness Assistance:* Cash benefit during temporary incapacity at rates shown under 1 (c), until incapacity ceases or becomes permanent, unless incapacity was brought about with a view to obtaining benefit.

*General Pharmaceutical Public Service:* Pharmaceutical supplies prescribed by medical practitioner as long as needed.

*General Hospital Public Service:* Residential care, if needed, and as long as needed.

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**FOREIGN SEAFARERS**

1. **ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY (FOREIGN)**

(a) *On Board*

*Shipowner:* Medical care during illness. Wages and maintenance during incapacity.

¹If a seafarer was shipped outside the British Commonwealth and is left ashore either at his home port or any other port in Australia, he is entitled to the provision of both pharmaceutical supplies and residential care from the shipowner until his recovery.
(b) Ashore Outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care, residential or non-residential, and maintenance, as follows:

(1) Where a seafarer was shipped outside the British Commonwealth, during illness until recovery;
(2) Where a seafarer was shipped in the British Commonwealth, during illness or until he returns with the ship or is repatriated to the proper return port if he returns during illness; free transportation to such return port.

Medical care, maintenance and expense of removal minus cost of care provided under Seamen’s Employment Injury Compensation if the seafarer, wherever shipped, is temporarily removed from his ship for the purpose of preventing infection or otherwise for the convenience of the ship until he returns to his duty.

Seamen’s Employment Injury Compensation: Cash benefit as for Australian seamen can be claimed on return to Australia if seaman resides in Australia.

(ii) After Illness.

Shipowner: Where the seafarer was shipped in the British Commonwealth, free transportation, including maintenance, to proper return port, if seaman was not repatriated during illness.

Seamen’s Employment Injury Compensation: Cash benefit as for Australian seamen can be claimed on return to Australia if incapacity continues after illness and the seaman resides in Australia.

(c) Ashore in Country of Ship

Foreign Seafarers Not Residing in Australia.

Shipowner: Medical care, residential or non-residential, maintenance, and wages, where the seaman or apprentice is left ashore ill in Australia, as follows:

(1) If a seaman or apprentice shipped in the British Commonwealth is left ashore at a port in Australia (such port not being his home port), medical care and maintenance during illness or until he is repatriated to his proper return port if he returns during illness, in which case he receives free transportation to such port; wages during incapacity and thereafter while he is still ashore in Australia and until he returns to his home port, plus free transportation to such port;

1 Covering serious and permanent incapacity due to the seaman’s serious and wilful misconduct.

2 Under certain awards made in the Commonwealth Court of Conciliation and Arbitration, the seaman who returns to his home port before he has recovered from his illness, at the request of the shipowner, continues to be entitled to wages and maintenance after arrival at his home port until his recovery.
(2) If a seaman shipped outside the British Commonwealth is landed at a port in Australia (such port not being his home port) medical care and maintenance during illness until recovery; wages during incapacity and thereafter while he is still ashore in Australia and until he returns to his home port, plus free transportation to such port.

*Foreign Seafarers Residing in Australia.*

Same provisions as for Australian seafarers residing in Australia, except that they are not entitled to invalidity pension.

2. **Other Illness or Incapacity Not Due to Seafarer’s Own Fault (Foreign)**

   (a) **On Board**

   *Shipowner:* Medical care during illness. Wages and maintenance during incapacity.

   (b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

   (i) **During Illness.**

   *Shipowner:* Same provisions as for Australian seafarers.

   (ii) **After Illness.**

   *Shipowner:* Same provisions as for Australian seafarers.

   (c) **Ashore in Country of Ship**

*Foreign Seafarers Not Residing in Australia.*

*Shipowner:* Medical care, residential or non-residential, maintenance and wages if the seaman or apprentice is left ashore ill in Australia, as under 1 (c).

*Foreign Seafarers Residing in Australia.*

Same provisions as for Australian seafarers residing in Australia except that they are not entitled to invalidity pensions.

3. **Illness or Incapacity Due to Seafarer’s Own Fault (Foreign)**

   (a) **On Board**

   *Shipowner:* Medical care during illness. Cost of maintenance during incapacity deducted from wages payable for period preceding or following incapacity.

   (b) **Ashore Outside Country of Ship or on Return Journey after Stay Ashore**

   No provision.

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1 Covering serious and permanent incapacity due to the seaman’s serious and wilful misconduct.
(c) Ashore in Country of Ship

Foreign Seafarers Not Residing in Australia.

No provisions.

Foreign Seafarers Residing in Australia.

General Sickness Assistance: Cash benefit as for Australian seafarers residing in Australia during incapacity until incapacity ceases or becomes permanent, unless such incapacity was brought about with a view to obtaining benefit.

General Pharmaceutical Public Service: Pharmaceutical supplies prescribed by medical practitioner as long as needed.

General Hospital Public Service: Residential care if needed and as long as needed.

VIII. Benefits in Case of Death

AUSTRALIAN SEAFARERS

1. Death Resulting from Employment Injury (Australian)

(a) Death on Board

Shipowner: Funeral expenses. These are not payable at the seaman's home port, unless he dies without dependants.

Seamen's Employment Injury Compensation: Cash payments to dependants wholly supported by seamen, amounting to four years' earnings received in the service of the same (last) employer (or 208 times the average weekly earnings if such service lasted less than four years), or £400, whichever sum is the larger, such payment being reduced by the aggregate amount of weekly cash benefit paid during incapacity of the seaman or any lump sum paid in redemption of such weekly benefits; maximum compensation: £750.

Cash payment to dependants partly supported by the seaman, amounting to a sum reasonable and proportionate to the loss suffered by the dependants, but not exceeding the amount that would have been due to dependants wholly supported by the seaman.

General Survivors' Assistance: Pension to widow of seafarer if her home is in Australia, provided she is not disqualified on account of property (other than her home) exceeding £400 if she is 50 years of age or over and has no children, or £1,000 if she has dependent children, payable as long as she resides in Australia and remains qualified or until remarriage, at following rates:

If the widow maintains a child or children under 16 years of age, £83 4s. 0d. a year minus income, if any, in excess of £32 10s. 0d.; if the widow has no dependent children but has attained the age of 50 years, £70 4s. 0d. per year minus income, if any, in excess of £32 10s. 0d. and minus £1 for every £10 of capital value of property in excess of £50. Widow under 50 years and without children may be granted an allowance not exceeding 27s. a week for a period of not more than 26 weeks if she is in need.
(b) **Death Ashore outside Country of Ship or on Return Journey after Stay Ashore**

*Shipowner:* Funeral expenses if injury received in the service of the ship.

*Seamen's Employment Injury Compensation:* Cash payment to dependants as under 1 (a).

*General Survivors' Assistance:* Pensions or allowances to widow of seafarer as under 1 (a).

(c) **Death Ashore in Country of Ship**

*Shipowner:* Funeral expenses if injury received in the service of ship and if he is buried away from his home port.

*Seamen's Employment Injury Compensation:* Funeral expenses not exceeding £25 if the seaman leaves no dependants and the shipowner is not liable for funeral expenses under shipowners' liability.

Cash payments to dependants of seaman as under 1 (a).

*General Survivors' Assistance:* Pensions or allowances to widow of seafarer as under 1 (a).

2. **Death Not Resulting from Employment Injury (Australian)**

(a) **Death on Board**

*Shipowner:* Funeral expenses. These are not payable at the seaman's home port.

*General Survivors' Assistance:* Pension or allowance to widow of seafarer as under 1 (a).

(b) **Death Ashore outside Country of Ship or on Return Journey after Stay Ashore**

*Shipowner:* Funeral expenses if death is due to illness in respect of which the shipowner was liable for medical care and maintenance.

*General Survivors' Assistance:* Pensions or allowances to widow of seafarer as under 1 (a).

(c) **Death Ashore in Country of Ship**

*Shipowner:* Funeral expenses if death is due to illness in respect of which the shipowner was liable for medical care and maintenance and if he is buried away from his home port.

*General Invalidity Assistance:* Funeral expenses not exceeding £10 if the seafarer dies while in receipt of an invalidity pension.

*General Survivors' Assistance:* Pension or allowance to widow of seafarer as under 1 (a).

**FOREIGN SEAFARERS**

Same provisions as for Australian seafarers except that a foreign seafarer is not entitled to an invalidity pension, and that a widow's pension or allowance is not payable under Widows' Pensions Act.
unless the widow resides in Australia and was a British subject before her marriage to the foreign seafarer.

IX. Benefits in Case of Old Age

AUSTRALIAN SEAFARERS

1. Attainment of Pensionable Age

General Old-Age Assistance: Pension on attainment of age 65 for men and 60 for women, after 20 years of residence in Australia, at rate of £70 4s. 0d. a year minus income, if any, in excess of £32 10s. 0d. (£260 in case of blind person), and minus £1 for every £10 of the net capital value of property in excess of £50.

Allowance to wife and supplement for one child under 16 years of age if the pensioned seafarer is permanently incapacitated for work, as in case of invalidity.

2. Death of Pensioner

General Old-Age Assistance: Funeral benefit not exceeding £10.

FOREIGN SEAFARERS

No provisions.

X. Benefits in Case of Maternity

AUSTRALIAN SEAFARERS

General Maternity Assistance: Cash benefit as follows:

- In respect of birth of first child: £5
- In respect of birth of second or third child: £6
- In respect of birth of fourth child and each subsequent child: £7 10s.

Plus an allowance of 25s. a week for four weeks before and four weeks after the birth of a child. Where two children are born at one birth, the allowance payable before and after is £1 17s. 6d. per week. Where three children are born at one birth, the allowance payable before and after the birth is £2 10s. per week.

FOREIGN SEAFARERS

Same provisions as for Australian seafarers if the seafarer (woman) is an inhabitant of Australia.

XI. Benefits in Case of Unemployment

AUSTRALIAN SEAFARERS

General Unemployment Assistance: Cash benefit to seafarer whose home is in Australia, from seventh day after date when he
becomes unemployed or submits claim, during unemployment, at same rates as sickness benefit, that is:

Unmarried seafarer 16 years of age: 15s. a week minus income, if any, in excess of 5s.

Unmarried seafarer 17 years of age: 15s. a week minus income, if any, in excess of 10s.

Unmarried seafarer 18, 19 or 20 years of age: 20s. a week minus income, if any, in excess of 15s.

Other seafarers: 25s. a week minus income, if any, in excess of 20s., plus 20s. in respect of a dependent husband or wife, minus the old-age pension, if any, received by the dependent husband or wife, and 5s. in respect of one child under 16 years of age. Children other than the first, receive allowances of 5s. a week under the Child Endowment Act.

Maternity allowances and children’s allowances are not counted as income nor are benefits not exceeding £1 a week received from friendly societies.

Maximum unemployment benefit: loss of salary, wages or other income.

FOREIGN SEAFARERS

Same provisions as for Australian seafarers if the seafarer resides in Australia.

XII. Nature of Medical Care Provided

1. SHIPOWNERS’ LIABILITY

Residential care, including both maintenance and medical care by a general practitioner or specialist in a public hospital at, or convenient to, the port where the seafarer is left ashore.

Alternatively, non-residential care by a general practitioner or specialist and maintenance at the shipowner’s expense elsewhere than in such hospital, provided that the shipowner in this case is liable only for the amount that would have been payable if the seafarer had been cared for and maintained as an in-patient in such hospital.

Medicines prescribed by the attending practitioner or supplied by the hospital.

2. SEAMEN’S EMPLOYMENT INJURY COMPENSATION

Residential care or non-residential care as under Shipowners’ Liability, but not exceeding £25.

Residential care, including maintenance and care by general practitioners or specialists in any hospital, and nursing care, medicines, other medical or surgical supplies or curative appliances and related services furnished by the hospital.

Alternatively, non-residential care, including care by a general practitioner or specialist, a dentist or masseur; the supply of radiographs, crutches, artificial limbs; the care of a nurse and medicines, other medical or surgical supplies or curative appliances prescribed by the attending practitioner.
Ambulance services, including transportation to the doctor or hospital of the injured worker.

3. General Hospital Public Service

Residential care, including maintenance and care by general practitioners, specialists, nurses, etc., in the public ward of a hospital for general medical, surgical and obstetric cases. Alternatively, an allowance of 6s. per day towards the cost of an intermediate or private bed in a public or private hospital of an approved standard.

XIII. Wages or Earnings Serving as Basis for Computation of Benefits

1. Shipowners' Liability

Wages at rate fixed by the seafarer's agreement.

2. Seamen's Employment Injury Compensation

   Incapacity

Average weekly earnings received by the seaman during the 12 months preceding the date of the injury if he has been so long employed, or if his last engagement in the service of the same employer was less than 12 months, earnings received in the service of such employer.

   Overtime pay is included in the earnings which also comprise the estimated value of board and/or lodging where the seaman normally receives such board or maintenance in addition to his earnings, up to a maximum amount of 30s. a week.

   Where it is impracticable, because of the shortness of the employment or the casual nature of the employment or the terms of employment, to compute the rate of remuneration at the date of the injury, regard may be had to the average weekly amount which was earned by a person in the same grade employed at the same work by the same employer during the 12 months preceding the injury, or, if there is no such person, by one in the same grade employed in the same class of employment.

   Where the seaman has been under contract with several employers during one and the same period, working alternately for one or the other, his average weekly earnings are computed as if his earnings under all contracts were earnings in the service of the employer for whom he was working at the time of the accident.

   Periods of absence from work due to illness or any other unavoidable cause are not counted as periods of employment for the purpose of computing average earnings.

   Death

Earnings received by the seaman during the last four years immediately preceding the date of the injury in the service of the same employer or, if the seaman was in the service of the last employer for less than four years, 208 times the average weekly earnings received by the seaman in the service of such employer.
Belgium

SUMMARY

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I. Legal Bases

1. SHIPOWNERS’ LIABILITY

   (a) Pre-War
       Seamen’s Act of 5 June 1928 (Legislative Series, 1928, Bel. 5A).

   (b) Emergency

2. SEAFARERS’ EMPLOYMENT INJURY INSURANCE

   (a) Pre-War
       Seamen’s Accident Insurance Act of 30 December 1929 (L.S. 1929, Bel. 10).

   (b) Emergency
       Legislative Orders of 23 May 1941 (L.S. 1941, Bel. 7C) and 6 April 1943 (Moniteur belge, London, 20 May 1943, p. 178); and 5
August 1943 (Moniteur belge, London, 20 September 1943, p. 323), and 1 June 1944 (Moniteur belge, London, 1 July 1944).

3. SEAFARERS' SICKNESS, INVALIDITY, OLD-AGE AND SURVIVORS' INSURANCE

(a) Pre-War

Seamen's Social Insurance Act of 6 July 1931 (L.S. 1931, Bel. 5); Royal Decrees of 27 April 1933, 23 June 1934 and 24 October 1936.

(b) Emergency


(c) Under Occupation


II. Scope

1. SHIPOWNERS' LIABILITY

(a) Pre-War

Any person engaged in employment on board ships sailing under the Belgian flag who is entered in the ships' articles.

(b) Emergency

Seamen, masters and officers on any ship designated by the Minister of Transport.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

Persons entered in the ship's articles of a Belgian merchant ship for the purpose of carrying out a seafarers' agreement or under contract directly entered into with the shipowner for performing work on board such a vessel. Members of crew of Belgian fishing vessels. Owner-skippers are included.

3. SEAFARERS' SICKNESS, INVALIDITY, OLD-AGE AND SURVIVORS' INSURANCE

(a) Pre-War

Persons entered in the ship's articles of merchant ships sailing under the Belgian flag, unless engaged without wages (or in return for fictitious wages); coloured seamen engaged under special conditions are excluded.

(b) Emergency

Persons sailing under Belgian flag since 10 May 1940. British seafarers liable to insurance in their country are exempted.
III. Financial Resources

1. Shipowners' Liability
Shipowner individually liable.

2. Seafarers' Employment Injury Insurance

   (a) Pre-War
   
   Shipowner: Percentage of average wage, or in case of profit-sharing, percentage of insured person's share in profits, as fixed by Royal Order.
   
   State: Covers deficit by means of advances repayable within 10 years.

   (b) Emergency
   
   Shipowner: 15 per cent. of average wage; in case of profit sharing, 15 per cent. of insured person's share in profit.
   
   State: The subsidy required to guarantee minimum benefit of 10s. a day.

3. Seafarers' Sickness, Invalidity, Old-Age and Survivors' Insurance

   (a) Pre-War
   
   Sickness and Invalidity Insurance.
   
   Seafarer: 1 per cent. of pay.
   
   State: Subsidy not exceeding prescribed maximum.

   Old-Age and Survivors' Insurance.
   
   Seafarers: Ratings: 3 per cent. of pay.
   
   Masters, officers: 4 per cent. of pay.
   
   Shipowner: Ratings: $1 per month per ship for vessels of 1,000 gross tons or more, and 10s. per ship for smaller vessels.
   
   Masters, officers: 6 per cent. of pay subject to maximum of 72 francs a month.
   
   State: Subsidies in respect of individual pensions.

   (b) Emergency
   
   Sickness and Invalidity Insurance.
   
   Seafarers: 3 per cent. of pay.
   
   Shipowner: £1 a month per ship for vessels of 1,000 gross tons or more, and 10s. per ship for smaller vessels.
   
   State: Difference between income and expenditure of the Sickness and Invalidity Fund.

   Old-Age and Survivors' Insurance.
   
   Seafarers: Ratings: 3 per cent. of pay.
   
   Masters, officers: 4 per cent. of pay.
Shipowner: Ratings: 2½ per cent. of pay subject to maximum of 5s. a month or 2d. a day.

Officers: 6 per cent. of pay subject to maximum of 12s. a month or 4d. a day.

State: Difference between the amount of the pension based on contributions and length of service, on the one hand, and actual maximum rates on the other; alternatively, if the beneficiary has other income, difference between amount of pension based on contributions and length of service plus other income on the one hand, and the actual maximum rates on the other.

IV. Administration

1. Shipowners' Liability

Supervision by consuls; settlement of disputes by conciliation proceedings before the maritime superintendents of the port where the ship is lying, or, if the ship is outside Belgium, the Belgian consul of the port where the ship is lying or of the ship's first port of call. Appeal to seafarers' probiviral courts.

2. Seafarers' Employment Injury Insurance

(a) Pre-War

The General Fund for the Merchant Navy, a corporate body, administers accident insurance for seafarers, and the General Fund for the Sea Fishing Service, a corporate body, administers fishermen's accident insurance. They are managed, under the supervision of the Minister of Shipping and Fisheries, by tripartite governing bodies. Accidents must be notified to the maritime superintendent of the port at which the ship happens to be, or in colonies to the authorities appointed by the Minister of the Colonies, or in foreign countries to the consular officer.

The justice of peace of the canton within which the home port of the ship lies deals with disputed claims.

The seafarer or his dependants have right to sue the shipowner directly, subject to the shipowner's right to sue the General Fund.

(b) Emergency

Same funds administered by Belgian Government in London.

3. Seafarers' Sickness, Invalidity, Old-Age and Survivors' Insurance

(a) Pre-War

Relief and Provident Fund for Seafarers with special branches for sickness and invalidity insurance on the one hand, and for old-age and survivors' insurance on the other.

(b) Emergency

Relief and Provident Fund for Seafarers administered by Belgian Government in London.
V. Risks Covered

1. SHIPOWNERS' LIABILITY

Death, illness or incapacity due to injury received or to disease manifesting itself during the currency of the agreement after the beginning of the voyage, unless the traumatic injury or disease is due to a serious fault on the seafarer's part, or unless the traumatic injury was met with on shore while the seafarer was absent from the ship without leave.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

Death, illness or incapacity due to traumatic injury or disease resulting from accidents sustained by the seafarer in the course of, and arising out of, the carrying out of his agreement, or accidents which constitute risks inherent in seafaring, unless deliberately caused by the seafarer.

An accident occurring on board a ship or elsewhere in the course of work or extra duty undertaken or ordered for the service of the ship or the voyage is deemed, pending proof to the contrary, to be an accident giving a right to compensation. Diseases directly caused by an accident, as defined, are deemed employment injuries.

3. SEAFARERS' SICKNESS, INVALIDITY, OLD-AGE AND SURVIVORS' INSURANCE

Sickness Insurance

Illness or incapacity due to a disease or traumatic injury not covered by Seafarers' Employment Injury Insurance, unless caused by misconduct or inebriety of the seafarer, or the result of a riot or a brawl in which the seafarer was an aggressor, or which he intentionally brought about.

Invalidity Insurance

Inability, at time when right to sickness benefit expires, to earn one third of what an able-bodied person who is mentally sound could earn in the same occupation and in the same region by his work.

Old-Age Insurance

Attainment of age 55 to 60, according to length of service.

Survivors' Insurance

Death of seafarer, whether insured or pensioned, not due to an employment injury.

VI. Periods Covered

1. SHIPOWNERS' LIABILITY

During currency of agreement after beginning of voyage, i.e., from moment of embarkation of seafarer until the agreement ends or is cancelled.

1 Date on which the seafarer was shipped.
The agreement ends normally:

(i) If entered into for a fixed period, on the date specified in the agreement, or on the arrival of the ship at the first port at which it touches if the period expires at sea;

(ii) If entered into for an indefinite period, at end of period of notice specified in agreement (which shall be not less than 48 hours in distant trade), but not elsewhere than in a Belgian port;

(iii) If entered into for one or more voyages, on arrival of ship at port stipulated in the agreement (subject to maximum period after which the seafarer can claim his discharge at the first port of call in Europe).

The agreement ends before its normal expiry:

(i) If the seafarer is put ashore on account of illness or incapacity;

(ii) On loss or capture of the ship;

(iii) On imprisonment of seafarer;

(iv) On cancellation by judicial decision;

(v) By mutual consent of parties;

(vi) On failure of either party to comply with agreement;

(vii) On cancellation because of unjustifiable delay on part of seafarer in reporting for service on board, or absence during voyage without permission of master, even abroad.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

During currency of agreement.

3. SEAFARERS' SICKNESS AND INVALIDITY INSURANCE

Period during which seafarer is entered in ship's articles; any period of recognised incapacity, without contribution; any period during which the seafarer remains ashore after discharge or during which he does not sail under a Belgian flag, with contribution.

Seafarer who is old-age pensioner may, by payment of flat-rate contribution, be covered by sickness insurance for medical, pharmaceutical and hospital benefits.

4. SEAFARERS' OLD-AGE AND SURVIVORS' INSURANCE

Death

Period during which seafarer is entered in ship's articles, and other periods as follows:

(i) Periods of incapacity for work due to an employment injury, with contribution payable for the seafarer out of his cash benefit by the General Fund for the Merchant Navy, and by the shipowner as regards his own share;

(ii) Periods of other incapacity, with reduced contributions paid by the sickness and invalidity branch of the Seafarers’ Relief and Provident Fund;

(iii) Periods during which seafarer is ashore if he himself pays the joint contributions, subject to prescribed minima and maxima;
(iv) Periods of sea service on foreign ships if the seafarer himself pays the joint contributions;
(v) During periods of involuntary unemployment the seafarer’s rights to old-age and survivors’ pensions can be maintained by payment of a small contribution.

VII. Benefits in Case of Illness and/or Incapacity

A. Benefits according to Pre-War Legislation

BELGIAN AND FOREIGN SEAFARERS

1. ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY

(a) On Board

Shipowner: Wages and maintenance during incapacity.

Seafarers’ Employment Injury Insurance: Medical care during illness; cost refunded to shipowner who is liable to provide such care.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Wages during illness to date on which the voyage would have ended, or, if the disease proves incurable and the seafarer returns to Belgium before that date, until he returns.

Free transportation, including maintenance, to the port of embarkation unless the seafarer has procured another engagement, or could have procured, at the port where he was put ashore, an engagement on board a Belgian ship bound within a reasonable time for his port of shipment or on board a ship bound for any port in Belgium or a continental port between Bordeaux and Hamburg; in the latter case the expenses of repatriation from such port to that of shipment is at the shipowner’s expense.

Seafarers’ Employment Injury Insurance: Medical care, residential or non-residential, during illness for period ending not later than three years after date on which the incapacity was first deemed to be or to have become permanent.

Cash benefit from date on which the voyage would have ended, as follows: during total incapacity 50 per cent. of wages or profits to end of first four weeks of incapacity (if voyage would have ended before that date) and thereafter 66 2/3 per cent.; during partial incapacity 50 per cent. of loss of wages or profits, until incapacity ceases or to date on which it is deemed to be or to have become permanent. Annual allowance from such date at rate of 66 2/3 per cent.

1 Date of arrival of ship at port of embarkation where the engagement expires in accordance with agreement between the parties.
2 Final term for revision of pension.
of wages or profit, or a fraction thereof corresponding to the loss of wages or profit, for not more than three years; after three years the annual allowance is converted into a life annuity. If the beneficiary of the annual allowance or pension needs the constant attendance of another person, rate increased to 80 per cent.

(ii) After Illness.

Shipowner: Free transportation, including maintenance, to port of embarkation, if the seafarer was not repatriated during illness. Wages until the seafarer returns to Belgium, or to date on which the voyage would have ended if he has not yet returned on that date, whether or not incapacity continues after illness.

Seafarers' Employment Injury Insurance: Cash benefit if incapacity continues after illness, from date on which the voyage would have ended during incapacity if the seafarer has not yet returned to Belgium on that date, at rates shown under 1 (b) (i).

(c) Ashore in Country of Ship

Seafarers' Employment Injury Insurance: Medical care, residential or non-residential, during illness for period, or remainder of period, ending not later than three years after date on which the incapacity was first deemed to be or have become permanent.

Cash benefit during incapacity from date on which the seafarer returns to Belgium, being still incapacitated, or from date following the day on which the incapacity began if he meets with an employment injury on shore, at rates shown under 1 (b) (i).

2. Other Illness or Incapacity Not Due to Seafarer's Own Fault

(a) On Board

Shipowner: Medical care during illness or until the disease proves incurable. Wages and maintenance during incapacity.

Seafarers' Sickness Insurance: Medical care from date on which disease proves incurable.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care, residential or non-residential, maintenance and wages during illness until recovery or to following earlier dates:

If the seafarer returns, during illness not yet proved incurable, to the port of embarkation or to a Belgian port before the date on which the voyage would have ended, medical care, maintenance and wages to date of his return; or

If the disease proves incurable before the seafarer returns or before the date on which the voyage would have ended, medical care, maintenance and wages to date when the disease proves incurable and thereafter wages only until seafarer returns...
to Belgium, if he so returns before the date on which the voyage would have ended; or

If, on the date on which the voyage would have ended, the seafarer has not recovered nor returned, medical care, maintenance and wages to date on which the voyage would have ended.

Free transportation, including maintenance, to port of embarkation.

**Seafarers' Sickness Insurance:** Medical care, residential or non-residential, from date on which the voyage would have ended, or from date on which the disease proves incurable, if such date is prior to that on which the voyage would have ended, or from date on which the seaman was left ashore if the disease had proved incurable while he was still on board. Medical benefit may be discontinued after two years or at any later date.

Cash benefit to seafarer who has been insured for at least six months, from date on which the voyage would have ended, for period of not more than six months of incapacity, including any periods separated by less than one year, at following rates per day, according to rank:

<table>
<thead>
<tr>
<th>Rank</th>
<th>In hospital</th>
<th>At home</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>4 to 15 frs.</td>
<td>8 to 24 frs.</td>
</tr>
<tr>
<td>Married</td>
<td>6 to 26 frs.</td>
<td>12 to 35 frs.</td>
</tr>
</tbody>
</table>

If the seafarer is not entitled to care and wages from the shipowner, medical care from beginning of illness for at least two years, and cash benefit from fourth day of incapacity for not more than six months.

**Seafarers' Invalidity Insurance:** If seafarer is invalid after six months of incapacity, cash benefit from the beginning of seventh month during incapacity for not more than two years, at the following rates per day, according to pay:

<table>
<thead>
<tr>
<th>Rank</th>
<th>In hospital</th>
<th>At home</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>3 to 12 frs.</td>
<td>4 to 18 frs.</td>
</tr>
<tr>
<td>Married</td>
<td>5 to 20 frs.</td>
<td>8 to 23 frs.</td>
</tr>
</tbody>
</table>

From end of second year, reduced benefit of 250, 300, 350 or 400 francs a month for seafarers whose wages are under 1,500 francs, 1,501 to 2,500 francs, 2,501 to 3,500 francs, or over 3,500 francs a month, respectively, until invalidity becomes definitive; thereafter pension which would have been due to seafarer at the age of 60 unless he elects to continue to receive reduced benefit to age 60.¹

Benefit is suspended while the beneficiary receives residential care if he has no dependants.

(ii) **After Illness.**

**Shipowner:** Free transportation including maintenance to port of embarkation if the seafarer was not repatriated during illness.

¹ The above rates are those fixed in the Order of 11 December 1941, issued under the Occupation.
Wages until seafarer returns to Belgium, or to date on which the voyage would have ended if he has not yet returned on that date, or is not returning, whether or not incapacity continues after illness.

Seafarers' Sickness Insurance: Cash benefit as under 2 (b) (i) from date on which the voyage would have ended, if incapacity continues, to end of sixth month of incapacity.

Seafarers' Invalidity Insurance: Cash benefit and pension during incapacity as shown under 2 (b) (i) if the seafarer is invalid after six months of incapacity.

(c) Ashore in Country of Ship

Seafarers' Sickness Insurance: Medical care, residential or non-residential, during illness; medical benefit may be discontinued after two years or at any later date. Cash benefit, at rates shown under 2 (b) (i), to seafarer who has been insured for at least six months, from date on which he returns incapacitated, or from fourth day of incapacity if he falls ill ashore, during incapacity for not more than six months of incapacity including any periods of incapacity separated by less than one year.

Seafarers' Invalidity Insurance: If the seafarer is invalid after six months of incapacity, cash benefit from the beginning of seventh month during incapacity, as shown under 2 (b) (i).

3. ILLNESS OR INCAPACITY DUE TO SEAFARER'S OWN FAULT

(a) On Board

Shipowner: Medical care during illness as under 2 (a). Seafarer liable to repay cost of maintenance granted by shipowner during incapacity.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

No provision. Seafarer liable to repay expenses of repatriation.

(c) Ashore in Country of Ship

No provision.

B. Benefits during Emergency Period

BELGIAN AND FOREIGN SEAFARERS

1. ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY

(a) On Board

Seafarers' Employment Injury Insurance: Medical care during illness; cost refunded to shipowner who is liable to provide such care.

Shipowner: Basic wages and maintenance during incapacity.
(b) **Ashore outside United Kingdom or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* Basic wages during illness to date on which the voyage would have ended. Free transportation, including maintenance, to the port of embarkation.

*Seafarers' Employment Injury Insurance:* Medical care, residential or non-residential, during illness for period ending not later than three years after date on which the incapacity was first deemed to be, or to have become, permanent.

Cash benefit from date on which the voyage would have ended at rate of 80 per cent. of wages or profit, or a fraction thereof corresponding to the loss of wages or profit, for period ending not later than three years after date on which the incapacity was first deemed to be, or to have become, permanent, when the benefit is converted into a life annuity. Minimum benefit: 10s. a day.

(ii) **After Illness.**

*Shipowner:* Free transportation, including maintenance, to port of embarkation if the seafarer was not repatriated during illness.

Wages to date on which the voyage would have ended.

*Seafarers' Employment Injury Insurance:* Cash benefit if incapacity continues after illness, from date on which the voyage would have ended, during incapacity, at rates shown under 1 (b) (i).

(c) **Ashore in the United Kingdom**

(i) **During Illness.**

*Shipowner:* Wages as follows: if the seafarer returns ill after a stay outside the United Kingdom before the date on which the voyage would have ended, from date on which he is left ashore to date on which the voyage would have ended; if the seafarer meets with an employment injury on shore, during illness for period ending not later than on date when the voyage would have ended.

Free transportation, including maintenance, to port of embarkation if such port is outside the United Kingdom.

*Seafarers' Employment Injury Insurance:* Medical care, residential or non-residential, during illness for period, or remainder of period, ending not later than three years after date on which the incapacity was first deemed to be or to have become permanent.

Cash benefit during incapacity from date on which the voyage would have ended at rates and under conditions shown under 1 (b) (i).

(ii) **After Illness.**

*Shipowner:* Free transportation, including maintenance, to port of embarkation if the seafarer was not repatriated during illness and his port of embarkation is outside the United Kingdom. Wages to date on which the voyage would have ended unless seafarer becomes a member of the reserve pool and receives waiting pay until he is re-engaged on a Belgian vessel.
Seafarers’ Employment Injury Insurance: Cash benefit from date on which the voyage would have ended if incapacity continues, at rates and under conditions shown under 1 (b) (i).

2. Other Illness or Incapacity Not Due to Seafarer’s Fault

(a) On Board

Shipowner: Medical care during illness or until the disease proves incurable. Wages and maintenance during incapacity.

Seafarers’ Sickness Insurance: Medical care from date on which disease proves incurable.

(b) Ashore outside United Kingdom or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care, maintenance and basic wages during illness until recovery or to following earlier dates:

If the seafarer returns during illness not yet proved incurable to the port of embarkation before the date on which the voyage would have ended, medical care, maintenance and wages to date of his return; or

If the disease proves incurable before the seafarer returns to his port of embarkation or before the date on which the voyage would have ended, medical care, maintenance and wages to date on which the disease proves incurable and thereafter wages only until date on which the voyage would have ended; or

If, on the date on which the voyage would have ended, the seafarer has not recovered nor returned to his port of embarkation, medical care, maintenance and wages to date on which the voyage would have ended.

Free transportation, including maintenance, to port of embarkation.

Seafarers’ Sickness and Invalidity Insurance: Medical care and cash benefit to seafarer staying in an Allied country not occupied by the enemy as follows:

Medical care, residential or non-residential, from date on which the voyage would have ended, or from date on which the disease proves incurable, if such date is prior to that on which the voyage would have ended, or from date on which the seafarer was left ashore if the disease had proved incurable while he was still on board; medical benefit may be discontinued after two years or at any later date.

Cash benefit to seafarer who has been insured for at least six months, from date on which the voyage would have ended as follows:

If the seafarer is under 55 years of age, during incapacity or until he reaches the age of 55 years 6 months, at rate of 12s. a day for ratings and 16s. a day for masters and officers, reduced
to 6s. 6d. and 8s. 6d., respectively, while the seafarer receives residential care;

If the seafarer is 55 years of age or over, above rates for not more than six months of incapacity, and thereafter £12 a month for ratings and £15 a month for masters and officers.

Allowance to seafarers permanently incapacitated for sea service and not entitled to old-age pension, at rate of £12 a month for ratings and £15 a month for masters and officers.

(ii) After Illness.

*Shipowner:* Free transportation, including maintenance, to port of embarkation, if the seafarer was not repatriated during illness.

Wages to date on which the voyage would have ended unless the seafarer becomes a member of the Reserve Pool and receives waiting pay until he is re-engaged on a Belgian ship.

(c) Ashore in United Kingdom

(i) During Illness.

*Shipowner:* Medical care, maintenance and/or basic wages during illness as follows:

If the seafarer returns incurably ill after stay outside the United Kingdom, before the date on which the voyage would have ended, wages until date on which the voyage would have ended;

If a foreign seafarer signed on outside Belgium is left ashore in the United Kingdom, medical care, maintenance and wages from date on which he is left ashore until the ship returns to the port where he was signed on (if he is not left ashore at that port).

Free transportation, including maintenance, to port of embarkation (where seafarer was signed on).

*Seafarers' Sickness and Invalidity Insurance:* Medical care, residential or non-residential, and cash benefit as follows:

If a Belgian seafarer signed on in Belgium or in the United Kingdom is signed off in the United Kingdom because of illness, medical care and cash benefit, irrespective of contribution period from date on which he is signed off, at rates and under conditions shown under 2 (b) (i);

If a foreign seafarer signed on outside Belgium is left ashore in the United Kingdom because of illness, medical care and cash benefit, irrespective of contribution period, from date on which his ship returns to the port where he was signed on, at rates and under conditions shown under 2 (b) (i);

If seafarer returns incurably ill after stay outside the United Kingdom, medical care from date of his return, and cash benefit if he has at least six months of insurance from date on which the voyage would have ended, at rates and on conditions shown under 2 (b) (i);

If the seafarer returns ill to the United Kingdom after stay ashore but the disease has not yet proved incurable, medical
care, and cash benefit on condition that he has at least six months of insurance from date of his return at rates and on conditions shown under 2 (b) (i);

If the seafarer falls ill in the United Kingdom, medical care from beginning of illness, and cash benefit on condition that he has not less than six months of insurance, from fourth day of incapacity at rates shown under 2 (b) (i).

(ii) After Illness.

Shipowner: Free transportation, including maintenance, to port of embarkation if seafarer was not repatriated during illness. Wages to foreign seafarer signed on outside Belgium, if incapacity continues after illness, to date on which his ship returns to the port where he was signed on (port of embarkation).

Seafarers' Sickness and Invalidity Insurance: Cash benefit as shown under 2 (b) (i) if Belgian seafarer continues to be incapacitated after illness; in the case of a foreign seafarer left ashore in the United Kingdom, cash benefit from date on which his ship returns to the port where he was signed on if incapacity continues.

After recovery the seafarer becomes a member of the Reserve Pool and receives waiting pay until he is re-engaged on a Belgian ship.

3. Illness or Incapacity Due to Seafarer's Own Fault

(a) On Board

Shipowner: Medical care during illness or until the disease proves incurable.

Seafarer liable to repay cost of maintenance granted by shipowner during incapacity.

(b) Ashore outside United Kingdom or on Return Journey after Stay Ashore

No provision.

Seafarers liable to repay expenses of repatriation.

(c) Ashore in United Kingdom

No provision.

VIII. Benefits in Case of Death

A. Benefits according to Pre-War Legislation

BELGIAN AND FOREIGN SEAFARERS

1. Death Resulting from Employment Injury

(a) Death on Board

Shipowner: Funeral expenses minus refund from Seafarers' Employment Injury Insurance. If seafarer killed in performance of any
act of self-sacrifice for safety of ship or defending it, wages in full to heirs for whole voyage if ship arrives safely in port.

**Seafarers’ Employment Injury Insurance:** Funeral expenses, 750 francs. Pensions to dependants computed by converting into a life or temporary annuity for the dependant or dependants such capital sum as would have secured to the seafarer, from the time of his death, a life annuity amounting to a prescribed percentage of his annual wages, as follows:

Pension to widow or widower if the marriage took place before the accident, computed by converting capital value of a life annuity for the victim of 30 per cent. of annual wages into life annuity for beneficiary.

Pension to each child under 18 years of age, if mother or father alive, computed by converting capital value of a life annuity for the victim of 15 per cent. of annual wages into temporary annuity for child; if both parents are dead, pension to each child computed by converting capital value of a life annuity for the victim of 20 per cent. of annual wages into temporary annuity for child. Pensions to all children are not to exceed the amount computed by converting the capital value of life annuity for victim of 45 per cent. of annual wages into temporary annuities for the children.

Pension to dependent father and mother, if there are neither husband nor wife nor children entitled to benefit, computed by converting capital value of a life annuity for the victim of 20 per cent. of annual wages into life annuity for each beneficiary.

Pension to dependent grandparents, if there are neither parents nor husband nor wife nor children entitled to benefit, computed by converting capital value of a life annuity for the victim of 15 per cent. of annual wages into life annuity for each beneficiary; if there is a husband or wife but no child, pension computed by converting capital value of a life annuity for the victim of 10 per cent. of annual wages into life annuity for each beneficiary.

Pensions to dependent grandchildren under 18 years of age who have lost their father, if there is neither husband nor wife nor children entitled to benefit, computed by converting the capital value of a life annuity for the victim of 15 per cent. of annual wages into temporary annuity for each beneficiary; pensions to all dependent grandchildren not to exceed amount computed by converting capital value of life annuity for victim of 45 per cent. of annual wages into temporary annuities. If there is no surviving husband or wife, but where there are children entitled to benefit, pension to each group of grandchildren computed by converting the capital value of a life annuity for the victim of 15 per cent. of annual wages into temporary pensions for each group. If more than three children of victim and groups of grandchildren are entitled to benefit, the rates based on 20 per cent. or 15 per cent. respectively, payable to each child of victim and each group of grandchildren, are reduced by multiplying them by three fourths or three fifths, etc., according as the number of children and groups of grandchildren is four, five, etc.

Pensions to dependent brothers and sisters under 18 years of age, if there are no other dependants entitled to benefit except
grandparents, computed by converting the capital value of a life annuity for the victim of 15 per cent. of annual wages into a temporary annuity for each beneficiary; pensions to dependent brothers and sisters not to exceed amount computed by converting the capital value of a life annuity for the victim of 45 per cent. of annual wages into temporary annuities.

Where the capital sum is granted jointly to two or more dependants the shares of such dependants are equal. Husband or wife, parents or grandparents may request direct payment of not more than one third of the capital sum on which their annuities would be based.

In the case of children, grandchildren or sisters and brothers entitled to pension, the capital sum on which their annuities would be based may be used in a manner approved by the justice of the peace.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

Seafarers' Employment Injury Insurance: Funeral expenses, 750 francs. Pensions to dependants as shown under 1 (a).

(c) Death Ashore in Country of Ship

Seafarers' Employment Injury Insurance: Funeral expenses, 750 francs. Pensions to dependants as shown under 1 (a).

2. DEATH NOT RESULTING FROM EMPLOYMENT INJURY

(a) Death on Board

Shipowner: Funeral expenses minus refund (if any) from Seafarers' Sickness Insurance.

Seafarers' Survivors' Insurance: Funeral expenses: if contributions paid for period of one to five years, amount equal to one fourth of month's wages; if contributions paid for more than five years, amount equal to one half month's wages; maximum: 750 francs. Refunded to shipowner.

Pension to widow of seafarer as follows:

(i) If same age as husband: pension amounting to 50 per cent. of old-age pension to which the contributions the husband had made would have entitled him at the age of 60, increased by a supplement depending on the average annual contribution during the last five years preceding death; plus a State subsidy equal to 50 per cent. of the pension, with a maximum of 600 francs per year;

(ii) If younger than husband: pension as described under (i) reduced according to sliding scale with increase in difference between age of widow and age of deceased husband; plus a State subsidy equal to 50 per cent. of pension, the maximum per year being the fraction of 600 francs corresponding to the fraction of the pension payable in consequence of the age difference;

(iii) If older than husband: pension as described under (i) increased according to sliding scale with increase in difference
between age of widow and age of deceased husband; plus a State subsidy of 50 per cent. of the amount of the pension, with a maximum of 600 francs per year.¹

The widow’s pension is increased by 15 per cent. in respect of each child.

Widows of foreign seafarers are not entitled to the State subsidy unless under reciprocity agreements.

Pension to children as follows:

(i) Fatherless orphans of an insured woman: pension of 50 per cent. of old-age pension acquired by mother or to which the contributions she has made would entitle her at the age of 60; plus a State subsidy equal to 50 per cent. of the pension, with a maximum of 600 francs per year;

(ii) Motherless orphans of insured father: pension to which widow, had she survived, would have been entitled for herself, assuming her age to be the same as her husband’s, to sole, or to eldest orphan, with, in the latter case, 15 per cent. of such pension in respect of each younger orphan, plus State subsidy to which widow would have been entitled, with a maximum of 600 francs per year.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

Seafarers' Survivors' Insurance: Cash sickness benefit, at rate for hospital patients (see p. 118), to dependants of seafarer who was receiving or could have received such benefit, to end of second month after death.

Funeral expenses as shown under 2 (a).

Pensions to widow and children as shown under 2 (a).

(c) Death Ashore in Country of Ship

Seafarers' Survivors' Insurance: Cash benefit to dependants as under (b), funeral expenses and pensions to widow and children as shown under 2 (b).

B. Benefits during Emergency Period

BELGIAN AND FOREIGN SEAFARERS

1. Death Resulting from Employment Injury

(a) Death on Board

Shipowner: Funeral expenses minus refund from Seafarers' Employment Injury Insurance. If seafarer killed in performance of any act of self-sacrifice for safety of ship or defending it, wages in full to dependants for whole voyage if ship arrives safely in port.

Seafarers' Employment Injury Insurance: Funeral expenses, 1,312.50 francs or £8 15s., refunded to shipowner.

¹ The above rates are those fixed in the Order of 11 December 1941, issued under the Occupation.
SOCIAL SECURITY SERVICES: BELGIUM

Pensions to dependants computed by converting into life or temporary annuities for the dependant or dependants such capital sum as would have secured to the seafarer from the time of his death a life annuity amounting to a prescribed percentage of annual wage as under Pre-War Legislation (see A. 1 (a)), with specified percentages of annual wages increased to amounts shown below.

Widow or widower: 60 per cent. The rate is to be revised on remarriage of widow on basis of 30 per cent.
Children: 10 per cent. Maximum: 30 per cent. This rate is to be revised on remarriage of mother to 15 per cent., total not exceeding 45 per cent.
Full orphans: 35 per cent. each, total not exceeding 90 per cent.
Dependent father and mother, if neither husband nor wife, nor child: 35 per cent. each.
Dependent grandparents, if neither parents, husband nor wife, nor child: 25 per cent. each.
Dependent grandparents, if husband or wife, but no child: 10 per cent. each.
Dependent grandchildren who have lost father, if neither husband nor wife nor child: 25 per cent. each, total not exceeding 75 per cent.
Group of dependent grandchildren, where neither husband nor wife, but where child entitled to benefit: 25 per cent. each group.
Dependent brothers and sisters, if no dependants entitled to benefit except grandparents: 25 per cent. each, total not exceeding 75 per cent.

(b) Death Ashore outside United Kingdom or on Return Journey after Stay Ashore

Seafarers' Employment Injury Insurance: Funeral expenses and pensions to dependants as shown under 1 (a).

(c) Death Ashore in Country of Ship

Seafarers' Employment Injury Insurance: Funeral expenses as shown under 1 (a). Pensions to dependants as shown under 1 (a).

2. DEATH NOT RESULTING FROM EMPLOYMENT INJURY

(a) Death on Board

Shipowner: Funeral expenses, minus refund (if any) from Seafarers' Sickness Insurance.

Seafarers' Survivors' Insurance: Funeral expenses: £8 15s. 0d., refunded to shipowner.
Pension to widow of insured seafarer at rate of 75 per cent. of old-age pension acquired by husband, increased by £1 per month in respect of each child under 18 years of age; maximum in respect of children: £4.
Pension to motherless orphans of insured seafarer, amounting to pension which mother would have had, payable to eldest child, plus £1 per month for each other child; maximum for other children: £4.
(b) Death Ashore outside United Kingdom or on Return Journey after Stay Ashore

Seafarers' Survivors' Insurance: Cash sickness benefit, at rate for hospital patient (see p. 118), to dependants of seafarer who was receiving or could have received such benefit, to end of second month after death.
   Funeral expenses as shown under 2 (a).
   Pensions to widow and children as shown under 2 (a).

(c) Death Ashore in Country of Ship

Seafarers' Survivors' Insurance: Cash sickness benefit, funeral expenses, and pensions to widow and children as shown under 2 (b).

IX. Benefits in Case of Old Age

A. Benefits according to Pre-War Legislation

BELGIAN AND FOREIGN SEAFARERS

1. ATTAINMENT OF PENSIONABLE AGE

Seafarers' Old-Age Insurance: Pension based on contributions, payable to seafarer on or after attainment of age of 55, if he has 15 contribution years of sea service to his credit, or on or after attainment of age 60, irrespective of number of contribution years of sea service. A seafarer having had at least 15 contribution years of sea service also receives a supplement calculated according to his age and the number of contribution years.

A State subsidy of 50 per cent. of the pension is paid; the maximum subsidy is 780 francs when the pension is payable at age 55 but increases up to 1,200 francs according to a sliding scale when the pension becomes payable on or after the age of 60. Foreign seafarer receives State subsidy only under reciprocity agreement.

2. DEATH OF PENSIONER

Seafarers' Survivors' Insurance: Pensions to widow and children as in case of death of seafarer not due to employment injury, based on pension acquired by pensioner and contributions, if any, paid after attainment of age 60.

B. Benefits during Emergency Period

BELGIAN AND FOREIGN SEAFARERS

1. ATTAINMENT OF PENSIONABLE AGE

Seafarers' Old-Age Insurance: Pension to seafarer residing temporarily in the United Kingdom or in an Allied country not occupied by the enemy, as follows:

Full pension to seafarer incapacitated for sea service, payable on or after attainment of age 55 if he has 15 contribution years of sea service.
service; or on or after attainment of age 60, irrespective of number of contribution years of sea service, at following rates:

Ratings: £12 a month plus 10s. for each contribution year in excess of 15; maximum: £15.

Masters, officers: £15 a month plus 10s. for each contribution year in excess of 15; maximum: £18.

Reduced pension to seafarer not entitled to full pension who is incapacitated for sea service by reason of old age, at rate of £12 a month for ratings and £15 a month for masters and officers.

2. DEATH OF PENSIONER

Seafarers' Survivors' Insurance: Pensions to widow and children as on death of insured seafarer.

X. Nature of Medical Care Provided

1. SHIPOWNERS' LIABILITY

Residential care, if necessary, including care by general practitioner or specialist, nurses and other hospital staff, maintenance and the requisite pharmaceutical and other medical or surgical supplies.

Alternatively, non-residential care by general practitioner or specialist and provision of requisite pharmaceutical and other medical or surgical supplies prescribed by the attending practitioner; allowance for maintenance.

The seafarer shall be left behind ashore if the ship's doctor or another medical practitioner, appointed by the maritime authority or the consul, certifies that this is necessary.

A seafarer before he is entered into the ship's articles must be medically examined by the medical officer of the shipowner at the shipowner's expense or in default thereof by a medical practitioner appointed by the maritime authority, so that it may be ascertained that his embarkation does not endanger his health or that of the crew.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

Residential care, if necessary, at hospital of patient's choice, including care by a general practitioner or specialist, nurses and other hospital staff, maintenance and the requisite pharmaceutical and other medical supplies. Alternatively, non-residential care by a general practitioner or specialist of the patient's choice and provision of the requisite pharmaceutical and other medical supplies prescribed by the attending practitioner and supplied by the pharmacist of the patient's choice. Both the General Fund and the shipowner are liable for the provision of medical care within the limits of a scale of fees established by Royal Order.

Where the shipowner or one of the General Funds for mutual insurance has established a medical care service, including hospital provision, exclusively at the Fund's or the shipowner's expense, and such a service is mentioned in a special clause of the ship's articles and has been approved by the Government under conditions laid
down by Royal Order on recommendation of the Industrial Accident Board, medical care is provided to the seafarer by such service and his right to select his own doctor, pharmacist or hospital is suspended.

In cases where the seafarer has free choice of doctor, pharmacist and hospital, the shipowner or the General Fund may arrange, through a justice of the peace at the place where the seafarer resides, for the supervision of the treatment by a medical practitioner nominated by the shipowner or the Fund. Where the seafarer is attended by the medical care service of the shipowner or the General Fund, the seafarer or his dependants have the same right to arrange for the supervision of treatment.

The seafarer is further entitled to the provision of artificial limbs and orthopaedic appliances, the use of which is recognised as necessary, until the date on which the incapacity is deemed to be, or have become, permanent. An additional grant, representing the probable cost of the renewal of such appliances, is made on such date, the amount being fixed by the agreement or final judgment fixing the date on which incapacity was deemed to be or have become permanent.

3. Seafarers' Sickness, Invalidity, Old-Age and Survivors' Insurance

Residential care, if necessary, in a public hospital at the port of debarkation; if the seafarer wishes to be cared for in a private hospital, the Provident Fund pays only a sum equal to the maintenance rate charged by the public hospital. Residential care includes, in addition to maintenance, care by general practitioner or specialist, nurses and other hospital staff, and the provision of the requisite pharmaceutical and other medical supplies.

Alternatively, non-residential care by general practitioner or specialist and provision of the requisite pharmaceutical and other medical supplies prescribed by the attending practitioner.

The cost of medical care is paid, subject to a maximum scale of fees established by the Governing Body of the Fund.

The Fund may either set up a medical care service of its own or enter into agreements with existing organisations for the provision of care, including residential care and the provision of pharmaceutical supplies.

Patients are visited by the medical supervisors of the Fund whose opinion must also be obtained as to the necessity of residential care.

XI. Wages or Earnings Serving as Basis for Computation of Benefits

1. Shipowners' Liability

(a) Pre-War

Fixed money wages; or, where seafarer is remunerated wholly or in part out of the profits of freight, wages calculated in accord-
ance with the average daily rate paid at the port of embarkation to seafarers of the same rating and class, and fixed by the maritime superintendent subject to appeal to the law courts.

A month is reckoned at 30 days, a seafarer paid by the month being remunerated in proportion to time actually served.

Wages of seafarer left ashore in Belgium or outside Belgium for reason of illness, are settled at the time when he is put ashore. If wages are settled outside Belgium, payment is made under the supervision of the consul if the presence of the latter has been requested by either party. Where the seafarer is repatriated to Belgium, however, payment is not made until he returns.

(b) **Emergency**

Basic wages, that is excluding war bonus and other supplements payable during emergency.

2. **Seafarers' Employment Injury Insurance**

(a) **Pre-War**

For the purpose of computing benefits, wages or profits are fixed by Royal Order for each category of seafarers and revised at least once every five years, on the following basis: in the case of seafarers and fishermen employed at fixed wages, the actual monthly remuneration paid to each category of seafarers or fishermen during the year immediately preceding the accident.

In the case of owner-skippers or fishermen employed on a profit-sharing system, the average monthly net profits acquired by each category during the year immediately preceding the accident.

The amount of the annual wages or profits is obtained by multiplying the monthly wages or profits by 11, and the average daily wage or profit by dividing the amount of the annual wages or profits by 365.

If the basic wages or average profits per year exceed 20,000 francs, only 20,000 francs are taken into account for the computation of the benefit. For seamen under the age of 21 years, ship's boys, ordinary seamen and apprentices, the wages serving as basis for the computation of benefits shall not be deemed to be less than 2,500 francs a year.

(b) **Emergency**

Wages or profits computed according to pre-war rules and actually fixed as follows:

**Passenger ships**

Bridge and engine staff.................£25 to £27 a month
Galley and cabin staff.................£24 to £33 a month

**Merchant ships**

Watertender, pumpman, watchman......£24 to £27 a month
Radio-telegraphist....................£21 to £35 10s. a month
Officers

In case of ship's doctor, first maître d'hôtel, first steward, first cook and wireless operator with 10 years' service, having remuneration over £400 a year, only this amount is taken into account.

3. Seafarers' Sickness, Invalidity, Old-Age and Survivors' Insurance

Members are assigned to income class corresponding to their annual earnings.
Chile

SUMMARY

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I. Legal Bases

1. Shipowners' Liability

Código del Trabajo, Article 235; Código del Comercio, Articles 944 and 945.

2. General Employment Injury Compensation

Legislative Decree No. 379 (Final text of Accident Compensation Act No. 4,055 of 8 September 1924) (Legislative Series, 1925, Chile 4), as amended.

See Código del Trabajo, Decree with force of law No. 178, Title II, Articles 254-306.

3. Sickness, Invalidity, Old-Age and Survivors’ Insurance for Masters and Officers of the Merchant Marine

Act No. 6,037 of 5 March 1937, as amended (revised text published in Diario Oficial de Chile, 2 June 1944).

4. General Sickness, Invalidity and Old-Age Insurance

Act No. 4,054 of 8 September 1924 (L.S. 1926, Chile 1 (Cons.)) as amended.
SOCIAL SECURITY FOR SEAFARERS

5. PREVENTIVE MEDICINE SERVICES
Act No. 6, 174 of 31 June 1938 (L.S. 1938, Chile 1), as amended.

II. Scope

1. SHIPOWNERS’ LIABILITY
Masters and seamen serving in Chilean ships, and Chilean masters and seamen registered under Chilean law but serving in foreign ships.¹

2. GENERAL EMPLOYMENT INJURY COMPENSATION
Masters and seamen serving in Chilean ships and Chileans employed as masters and seamen in foreign ships.¹

3. SICKNESS, INVALIDITY, OLD-AGE AND SURVIVORS’ INSURANCE FOR MASTERS AND OFFICERS OF THE MERCHANT MARINE
Masters, officers and employees (non-manual) who work for Chilean shipping companies; Chilean employees of companies and agencies engaged in shipping or of other maritime industries, whether Chilean or foreign.²

4. GENERAL SICKNESS, INVALIDITY AND OLD-AGE INSURANCE
Seamen (ratings) serving in Chilean ships and Chileans employed as seamen in foreign ships.

5. PREVENTIVE MEDICINE ACT
Masters and officers covered by the insurance scheme for masters and officers of the merchant marine and seamen covered by the general sickness, invalidity and old-age insurance scheme.

III. Financial Resources

1. SHIPOWNERS’ LIABILITY
Shipowner individually liable.

2. GENERAL EMPLOYMENT INJURY COMPENSATION
The cost is borne solely by the shipowner. Insurance is not compulsory but the shipowner may insure in a private company or in the Fund established in 1942.

¹ Engaged in trade with Chile.
² The following shore employees are also covered: administrative staff and employees of the Fund for Masters and Officers of the Merchant Marine and of certain social welfare institutions; employees of seamen’s unions whose members are affiliated with the Fund; employees of maritime administrative divisions and of the Departments of Marine Affairs and of Transport and Navigation.
3. Sickness, Invalidity, Old-Age and Survivors' Insurance for Masters and Officers of the Merchant Marine

Contributions as follows:

**Insured person**: 10 per cent. of earnings; when a new member joins the Fund, one half of first wage or remuneration received after joining; when an increase is given to a member of the Fund, the whole of the first monthly increase; 25 per cent. of statutory bonuses; 10 per cent. of invalidity and old-age pensions granted by the Fund; 5 per cent. of survivors' pensions granted by the Fund.

The contributions previously paid to another insurance fund by a master or officer will be transferred to the Insurance Fund for Masters and Officers in the Merchant Marine when such master or officer becomes eligible for membership in such special insurance fund.

A master or officer who had previously been a member of another insurance fund from which he had withdrawn his contributions on retirement may, if he enters the Insurance Fund for Masters and Officers of the Merchant Marine, pay into it, in equal monthly instalments over a period not exceeding ten years, a sum equal to the amount withdrawn from the other fund, thus increasing his rights in the Fund for Masters and Officers of the Merchant Marine.

**Shipowner**: 13.33 per cent. of all wages paid to officers and other employees.

**Passengers or Owners of Cargos**: 0.5 per cent. of fares or freight on ships owned by the State or by private individuals, whether Chilean or foreign.

To meet the expenses of medical care and allowances in case of sickness a sum of not more than 2 per cent. of the wages and other remuneration on which contributions were based is to be invested.

4. General Sickness, Invalidity and Old-Age Insurance

Contributions as follows:

**Insured person**: 2 per cent. of wages.

**Shipowner**: 5 per cent. of wages.

**State**: 1½ per cent. of wages.

If medical benefits are extended to family of insured seaman, he pays an additional 5 per cent. of wages.

5. Preventive Medicine Act

Financed through the social insurance funds. The preventive medical examinations are financed by 2½ per cent. of the gross income of the funds, while the employers pay to the funds 1 per cent. of the wages paid to cover the cost of preventive rest.
IV. Administration

1. Shipowners' Liability

The Maritime Authority.

2. General Employment Injury Compensation

The Director-General of Labour and inspectors of his Department.

3. Sickness, Invalidity, Old-Age and Survivors' Insurance for Masters and Officers of the Merchant Marine

Council, under the chairmanship of the Minister of Health, Social Welfare and Social Assistance, composed of a representative appointed by the President of the Republic, and one representative chosen by each of the following: shipowners; ship's officers; engineers; administrative staff; radio telegraphists; office employees who are members of the Fund; pensioned officers; pensioned employees; and harbour employees and tally keepers. An Executive Vice-President, appointed by the President of the Republic, is the Managing Director of the Institution and presides over the Council in the absence of the Minister.

Medical benefit in kind is provided by the National Employees, Medical Service.

4. General Sickness, Invalidity and Old-Age Insurance

Council, under chairmanship of the Minister of Health, Social Welfare and Social Assistance, composed of three representatives of the employers and three representatives of the employees, chosen by the President of the Republic, two representatives of the medical profession and the Chief of the Social Insurance Department.

5. Preventive Medicine Act

The insurance funds.

In the case of masters and officers of the merchant marine the preventive medicine examination is made by the National Employees' Medical Service.

V. Risks Covered

1. Shipowners' Liability

Illness; incapacity resulting from disease or traumatic injury; pregnancy.

2. General Employment Injury Compensation

Illness and incapacity caused by a traumatic injury received as a result of, or in the course of, employment, or caused by a specified occupational disease, but not intentionally caused by the seafarer.
3. **Sickness, Invalidity, Old-Age and Survivors’ Insurance for Masters and Officers of the Merchant Marine**

Illness; incapacity caused by illness; incapacity caused by physical or mental invalidity (not due to an employment injury); pregnancy; attainment of age 55 with at least 30 years' service, or age 60 with at least 10 years' service; death; and involuntary unemployment.

4. **General Sickness, Invalidity and Old-Age Insurance**

Illness, not due to an employment injury; incapacity caused by such illness; pregnancy of insured person or wife of insured person; invalidity of person suffering from a chronic disease causing total and permanent incapacity for work, provided the disease is not caused intentionally or by a criminal act or serious fault on the part of the insured person; attainment of age 55; and death.

5. **Preventive Medicine Act**

Syphilis, tuberculosis and cardio-vascular diseases.

VI. **Periods Covered**

1. **Shipowners’ Liability**

   Period beginning when the seafarer is shipped and continuing until

   (1) His agreement ends, as follows:

   (i) An agreement for a return voyage ends when the seafarer reaches the ship's home port, or the port of domicile of the shipowner, or another port specified in his agreement;

   (ii) An agreement for a specified time ends when the seafarer reaches a specified return port, or if a return port is not specified, the port of registration of the ship.

   or

   (2) He is put ashore ill.

2. **General Employment Injury Compensation**

   Period of employment as under 1.

3. **Sickness, Invalidity, Old-Age and Survivors’ Insurance for Masters and Officers of the Merchant Marine**

   **Sickness**

   (a) **Coverage for Cash Benefit and Medical Care.**

   Period during which the master or officer is employed as under

   1 The risks specified under V give rise to benefits if they are incurred during periods specified under VI.
1; period during which the master or officer is receiving unemployment benefits from the Fund and period of one month intervening between the termination of employment and the date at which such unemployment benefits become payable.

(b) **Coverage for Medical Care Only.**

Period during which the master or officer is in receipt of invalid or old-age benefits from the Fund.

**Invalidity and Death**

Period during which the master or officer is employed as under 1; period during which master or officer is in receipt of sickness, invalidity, or old-age benefit from the Fund.

Membership in the Fund lapses if the master or officer ceases to be employed, but if he again enters employment, he recovers his insurance rights in course of acquisition and may also pay the contributions due for the time his membership in the Fund lapsed and thus increase these rights.

A master or officer who leaves his employment for any reason may apply for a refund of his own contributions to the Fund two years after he retired from it, but by so doing he relinquishes all insurance rights in the course of acquisition. If he again enters employment, he may, however, recover such rights by repaying the amount refunded and may also pay the contributions due for the time his membership in the Fund lapsed and thus increase these rights.

4. **GENERAL SICKNESS, INVALIDITY AND OLD-AGE INSURANCE**

**Sickness and Invalidity**

Period of employment as under 1. Seamen are covered for medical care while in receipt of invalidity or old-age pensions.

5. **PREVENTIVE MEDICINE ACT**

Period of coverage in Insurance Fund for Masters and Officers of the Merchant Marine or in General Sickness, Invalidity and Old-Age Insurance Fund.

VII. **Benefits in Case of Illness and/or Incapacity**

**CHILEAN AND FOREIGN SEAFARERS**

1. **ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY**

(a) **On Board**

*Shipowner:* Medical care and maintenance during illness; wages during incapacity.

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1 In service of national ships.
(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

**General Employment Injury Compensation:** Medical care until seafarer declared fit to return to his work or until the incapacity becomes permanent but not for longer than one year from the date of the accident, at which time the incapacity is considered to have become permanent.

**Shipowner:** Wages\(^1\) till seafarer repatriated to proper return port, that is the home port of the ship, or the port of domicile of the shipowner, or another port specified in the contract; repatriation, including maintenance, to return port.

(ii) After Illness.

**Shipowner:** Wages\(^1\) till seafarer repatriated to return port; repatriation, including maintenance, to proper return port, if seafarer not repatriated during illness.

(c) Ashore in Country of Ship

(i) During Illness.

**Masters and officers:**

**Insurance for Masters and Seamen of the Merchant Marine:**

**Medical care during illness.**

**Seamen (ratings):**

**General Employment Injury Compensation:** Medical care until seaman declared fit to return to his work or until the incapacity becomes permanent but not for longer than one year from the date of the accident, at which time the incapacity is considered to have become permanent.

**Seafarers:**

**General Employment Injury Compensation:** Cash benefit as follows:

*Temporary incapacity:* 50 per cent. daily wage payable from the date of the accident, unless shipowner otherwise paying wage during incapacity, but not for more than one year from the date of the accident, at which time the incapacity is considered to have become permanent.

*Permanent partial incapacity, i.e., partial incapacity continuing after a period of one year from the date of the accident:* sum not exceeding annual earnings for two years, less compensation paid previously in respect of the same accident.

*Permanent total incapacity, i.e., total incapacity continuing after illness or after a period of one year from the date of the accident:* life annuity equal to 60 per cent. of annual earnings.

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\(^1\) In the case of voyages to foreign ports wages are increased 25 per cent. from the time the ship leaves the last Chilean port until it touches again at a Chilean port.
payable as from the date of the accident, less any compensation paid previously in respect of the accident. If a constant attendant is necessary the labour judge may grant a supplementary allowance not exceeding 20 per cent. of the pension payable.

(ii) After Illness.

*General Employment Injury Compensation*, Cash benefit as follows:

_Permanent partial incapacity, i.e.,_ partial incapacity continuing after illness or after a period of one year from the date of the accident: sum not exceeding annual earnings for two years, less compensation paid previously in respect of the same accident.

_Permanent total incapacity, i.e.,_ total incapacity continuing after illness: life annuity equal to 60 per cent. of annual earnings payable as from the date of the accident, less any compensation paid previously in respect of the accident. If a constant attendant is necessary, the labour judge may grant a supplementary allowance not exceeding 20 per cent. of the pension payable.

2. Other Illness or Incapacity Not Due to Seafarer’s Own Fault

(a) On Board

*Shipowner:* Medical care and maintenance during illness; wages during incapacity.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

*Shipowner:* Medical care during illness; wages\(^1\) until seafarer reaches proper return port; repatriation, including maintenance, to return port.

(ii) After Illness.

*Shipowner:* Wages\(^1\) until seafarer reaches proper return port; repatriation, including maintenance, to proper return port, if seafarer not repatriated during illness.

(c) Ashore in Country of Ship

(i) During Illness.

*Masters and officers:*

*Shipowner:* Medical care during illness until the master or officer reaches the proper return port, unless provided by Sickness In-

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\(^1\) In the case of voyages to foreign ports, wages are increased 25 per cent. from the time the ship leaves the last Chilean port until it touches again at a Chilean port.
Social Security Services: Chile

Social Security Services for Masters and Officers of the Merchant Marine; wages till master or officer reaches proper return port, at which time, if he has less than six months' service, wages cease and he is entitled to leave without pay for remainder of period of incapacity, if any, ending one month from the date of the commencement of the incapacity; if he has from six to twelve months of service, he receives, after reaching the proper return port, wages for the remainder of the period of incapacity, if any, ending one month from the date of the commencement of the incapacity; and if he has more than one year of service, he receives, after reaching the proper return port, wages or portion thereof for the remainder of the period of incapacity, if any, not exceeding four months from the date of the commencement of the incapacity, at rates not less than:

1st month after commencement of incapacity: 100 per cent. of wages
2nd month after commencement of incapacity: 75 per cent. of wages
3rd month after commencement of incapacity: 50 per cent. of wages
4th month after commencement of incapacity: 25 per cent. of wages

Sickness Insurance for Masters and Officers of the Merchant Marine: Medical care during illness, if master or officer put ashore at port where such services are available; cash benefit, supplementing fraction of wages paid by shipowner, during incapacity at the following rates:

2nd month after commencement of incapacity: 25 per cent. of wages
3rd month after commencement of incapacity: 50 per cent. of wages
4th month after commencement of incapacity: 75 per cent. of wages
5th month after commencement of incapacity and thereafter at discretion of Council: 100 per cent. of wages

The allowance may not in any case exceed 1,500 pesos monthly or be less than 300 pesos during the fifth and sixth months.

Preventive Medicine Services: If preventive rest is prescribed in case of syphilis, tuberculosis, or cardio-vascular diseases, full wages are paid by the Fund for Masters and Officers of the Merchant Marine as long as such rest is necessary for cure.

Seamen (ratings):

Shipowner: Medical care during illness until seaman reaches proper return port, unless provided by General Sickness, Invalidity and Old-Age Insurance; wages until seaman reaches proper return port, if not landed at such port.

General Sickness Insurance: Medical care for period of 26 weeks, which may be extended to one year, if services available in port where seaman put ashore; cash benefit at following rates, payable
during incapacity from date when shipowners' liability for wages ceases:

1st week after commencement of incapacity: 100 per cent. of wages
2nd week after commencement of incapacity: 50 per cent. of wages
3rd, 4th week, etc., not to exceed 26 weeks from date of commencement of incapacity: 25 per cent. of wages

An invalidity pension is payable to a person suffering from a chronic disease causing total and permanent incapacity for work at the following rate:

With from 2 to 5 years' contributions: 50 per cent. of wages
With from 5 to 10 years' contributions: 75 per cent. of wages
With over 10 years' contributions: 100 per cent. of wages

Preventive Medicine Services: If preventive rest is prescribed in case of syphilis, tuberculosis or cardio-vascular disease, full wages are paid by the General Fund as long as such rest is necessary for cure.

(ii) After Illness.

Shipowner: Wages until seafarer reaches return port; repatriation, including maintenance to proper return port, if seaman not repatriated during illness.

Masters and officers:

Invalidity Insurance for Masters and Officers of the Merchant Marine: After five years' contributions a master or officer incapacitated for work receives a pension equal to as many thirtieths of the basic wage as the number of years he has served in the merchant marine, but not amounting to less than the living wage in force in Valparaiso, with an increase of 10 per cent. of the living wage in respect of each dependent child under age of 18.

Seamen (ratings):

General Invalidity Insurance: An invalidity pension is payable to a seaman suffering from a chronic disease causing total and permanent incapacity for work, at the following rate:

With 2 to 5 years' contributions: 50 per cent. of wages
With 5 to 10 years' contributions: 75 per cent. of wages
With over 10 years' contributions: 100 per cent. of wages

3. Illness or Incapacity Due to Seafarer's Own Fault

(a) On Board

As under 2 (a).

1 Invalidity pensions under Insurance for Masters and Officers of the Merchant Marine will become payable two years after the promulgation of the law, that is, on 7 Feb. 1946.
(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

Shipowner: As under 2 (b), unless the incapacity is caused by an injury resulting from an act of the seafarer punishable by law, in which case the contract may be terminated without payment of an indemnity, with the knowledge of the maritime or consular authority.

(c) Ashore in Country of Ship

(i) During Illness.

Masters and officers:

Shipowner: As under 2 (c) (i), unless the incapacity is caused by an injury resulting from an act of the master or officer punishable by law, in which case the contract may be terminated without payment of an indemnity, with the knowledge of the maritime or consular authority.

Sickness Insurance for Masters and Officers of the Merchant Marine: As under 2 (c) (i).

Seamen (ratings):

Shipowner: As under 2 (c) (i), unless the incapacity is caused by an injury resulting from an act of the seaman punishable by law, in which case the contract may be terminated without payment of an indemnity, with the knowledge of the maritime or consular authority.

General Sickness Insurance: Medical care if services available in port where seaman put ashore for period of 26 weeks, which may be extended to one year; cash benefit at following rates, payable during incapacity from date when shipowner's liability for wages ceases:

1st week after commencement of incapacity: 100 per cent. of wages
2nd week after commencement of incapacity: 50 per cent. of wages
3rd, 4th week, etc., not to exceed 26 weeks from date of commencement of incapacity: 25 per cent. of wages

Preventive Medicine Services: If preventive rest is prescribed in case of syphilis, tuberculosis or cardio-vascular disease, full wages are paid by the General Fund as long as such rest is necessary for cure.

(ii) After Illness.

Shipowner: As under 2 (c) (ii), unless the incapacity is caused by an injury resulting from an act of the seafarer punishable by law, in which case the contract may be terminated without payment of an indemnity, with the knowledge of the maritime or consular authority.

Invalidity Insurance for Masters and Officers of the Merchant Marine: As under 2 (c) (ii).
VIII. Benefits in Case of Death

CHILEAN AND FOREIGN SEAFARERS

1. Death Resulting from Employment Injury

(a) Death on Board

**General Employment Injury Compensation:** Funeral expenses, minimum of 200 pesos.

Survivors' pensions payable from the date of death as follows:

To widow, until remarriage, or to widower, if incapacitated for work; life annuity of 30 per cent. of annual earnings of deceased.

To each child, legitimate or illegitimate, under age 16: annual pension of 20 per cent. of annual earnings of deceased, with maximum of 40 per cent. of such earnings payable in respect of all children in the case where there is a surviving parent in receipt of a survivor's pension, and 60 per cent. where there is no such surviving parent. Where there are no children eligible for survivors' pensions, to ascendants and/or descendants under age 16, legitimate or illegitimate, who were supported by the deceased or received a living allowance in respect of him: annual pension of 10 per cent. of annual earnings of deceased, with maximum of 30 per cent. of annual earnings payable to all eligible ascendants and descendants. Where one ascendant is the mother of the deceased, her annual pension is equal to 20 per cent. of the annual earnings of the deceased and 10 per cent. is divided among other eligible ascendants and/or descendants. Where no spouse, ascendants or descendants are eligible for survivors' pensions, to other relatives dependent on the deceased at the date of his death and either under 16 years of age or incapacitated for work: annual pension equal to 10 per cent. of annual earnings of the deceased. The maximum total annual pensions payable to such relatives is 20 per cent. of the annual earnings of the deceased.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

As under 1 (a).

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1 When the master of a foreign ship trading with Chile engages a Chilean seafarer, the agreement must be drawn up before the maritime authority, if it is made in Chile, or before a Chilean consul, if it is made outside Chile, and must contain provisions set forth in the Labour Code including those covering the shipowner's liability in case of the illness of a seafarer. If a seafarer thus engaged is left ashore on account of illness, money to cover the expense of his repatriation to the proper return port must be deposited, on behalf of the shipowner, with the maritime or consular authority, as the case may be, of the port where the seafarer is left ashore ill.

*In service of national ships.*
Death Ashore in Country of Ship

As under 1 (a).

2. Death Not Resulting from Employment Injury

(a) Death on Board

Masters and officers:

Survivors' Insurance for Masters and Officers of the Merchant Marine: The Fund pays funeral expenses up to two months' salary and remits to the family the difference, if any, between such expenses and two months' salary.

On the death of a member of the Fund who has at least five years' contributions, a survivors' pension at the rate of 75 per cent. of the invalidity or old-age pension to which the deceased would have been entitled, but not less than the living wage in force in Valparaiso at the time the pension is granted, and a lump sum of 500 pesos for every year of service in the merchant marine are payable to the survivors in the following order or priority:

1. Widow until remarriage, or invalid widower, and legitimate children;
2. Mother, whether legitimate or illegitimate, or the illegitimate children;
3. Illegitimate children and their mother, dependent on the deceased at the time of his death;
4. Legitimate sisters, if unmarried or widowed;
5. Legitimate father, if over the age of 62 or incapacitated for work.

If a deceased master or officer has passed a satisfactory medical examination on entering the Insurance Fund for Masters and Officers of the Merchant Marine, he immediately becomes covered in case of death, his survivors receiving a pension equal to 31, 32, 33, or 34 per cent. of his basic wage or pension according to whether he dies in the 1st, 2nd, 3rd, or 4th year of membership of the Fund. If the survivors are not entitled to a pension as above, the contributions which the master or officer had made to the Fund will be refunded to them.

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1 Survivors' pensions under Insurance for Masters and Officers of the Merchant Marine will become payable two years after the promulgation of the law, that is, on 7 Feb. 1946.

2 If a master or officer, who is in the course of paying into the Insurance Fund for Masters and Officers of the Merchant Marine a sum equal to contributions withdrawn from an insurance fund to which he had previously belonged, dies within five years after entering the Insurance Fund for Masters and Officers of the Merchant Marine without having completed such payment, his family will have the right to complete payment so as to qualify for survivors' pension; but if the deceased master or officer had passed a satisfactory medical examination on entering the Insurance Fund for Masters and Officers of the Merchant Marine, his family will have the right to all the benefits granted, the portion of the refund from a fund to which he had previously belonged which has not been paid into the Insurance Fund for Masters and Officers of the Merchant Marine being regarded as a loan from that Fund.
146 SOCIAL SECURITY FOR SEAFARERS

Seamen (ratings):

General Sickness, Invalidity and Old-Age Insurance: In the case of the death of a member of the Fund or of a seaman in receipt of cash benefit from the Fund, funeral expenses are paid directly, or an allowance of 300 pesos is granted to cover such expenses.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore
As under 2 (a).

(c) Ashore in Country of Ship
As under 2 (b).

3. Death Due to Seafarer’s Own Fault
As under 2 (a).

CHILEAN SEAFARERS SERVING ON FOREIGN SHIPS TRADING WITH CHILE
As for Chilean seafarers serving on Chilean ships.

IX. Benefits in Case of Old Age

CHILEAN AND FOREIGN SEAFARERS

1. Attainment of Pensionable Age

Masters and officers:

Old-Age Insurance for Masters and Officers of the Merchant Marine: On attainment of age 55 with at least 30 years’ service: pension equal to basic wage with a minimum of 200 pesos per month. On attainment of age 60 with ten years of service: pension equal to as many thirtieths of basic wage as number of years the master or officer has served in the merchant marine, but not less than living wage in force in Valparaiso, with an increase of 10 per cent. of the living wage in respect of each dependent child under the age of 18.

Seamen (ratings):

General Old-Age Insurance: At age 55, 60 or 65, as chosen by the beneficiary, a pension calculated by the capitalisation of the part of seaman’s total contributions equal to 2 per cent. of his salary, or alternatively the return of his contributions.

2. Death of Pensioner

Masters and officers:

Survivors' Insurance for Masters and Officers of the Merchant Marine: Pensions to dependants as in case of death of a member of the Fund.

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1 In service of national ships.
2 Old-age pensions under Insurance for Masters and Officers of the Merchant Marine will become payable two years after the promulgation of the law, that is, on 7 Feb. 1946.
Seamen (ratings):

General Sickness, Invalidity and Old-Age Insurance: Funeral benefit as in case of a member of the Fund.

CHILEAN SEAFARERS SERVING ON FOREIGN SHIPS TRADING WITH CHILE

As for Chilean seafarers serving on Chilean ships.

X. Benefits in Case of Maternity

CHILEAN AND FOREIGN SEAFARERS

Shipowner: 50 per cent. of wages of woman for six weeks before and six weeks after confinement, less maternity benefit paid by the Sickness Fund.

Masters and officers:

Sickness Insurance for Masters and Officers of the Merchant Marine: Medical care for insured woman; allowance of 500 pesos on the birth of the child.

Seamen (ratings):

General Sickness Insurance: Medical care for insured woman or wife of insured man, and medical care for child up to the age of two years; 50 per cent. of wages of insured woman for two weeks before and two weeks after confinement with a nursing subsidy of 10 per cent. of wages for period up to twelve months after birth of child.

CHILEAN SEAFARERS SERVING ON FOREIGN SHIPS TRADING WITH CHILE

As for Chilean seafarers serving on Chilean ships.

XI. Benefits in Case of Unemployment

CHILEAN AND FOREIGN SEAFARERS

Masters and officers:

Insurance for Masters and Officers of the Merchant Marine: After five years' contributions master or officer involuntarily unemployed, who is not entitled to old-age or invalidity pension, receives, after one month of such unemployment, an allowance equal to 70 per cent. of average monthly wage for last three years of work. If contributions have been paid for more than five but less than ten

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1 In service of national ships.
2 Cf. footnote 2, p. 134
3 In service of national ships.
4 Unemployment benefits under Insurance for Masters and Officers of the Merchant Marine will become payable two years after the promulgation of the law, that is, on 7 Feb. 1946.
years, the unemployment allowance is payable for 15 months. If contributions have been paid for more than ten years, the unemploy­ment allowance is payable for two years. If during these periods the master or officer becomes employed, he returns to the Fund the unemployment allowances which he has received, at the monthly rate of 5 per cent. of his new salary.

At the end of the maximum benefit period a refund of contributions less unemployment benefits received may be claimed.

If the unemployed master or officer rejoins the service later, he may count previous service towards the qualifying period for oldage and survivors' pensions, on condition that he repays the contributions, refunds and unemployment benefits received.

CHILEAN SEAFARERS SERVING ON FOREIGN SHIPS TRADING WITH CHILE

As for Chilean seafarers serving on Chilean ships.

XII. Benefits in Respect of Dependants of Seafarers

CHILEAN AND FOREIGN SEAFARERS

Masters and officers:

Sickness Insurance for Masters and Officers of the Merchant Marine:

(1) Illness. Medical care for wife and family of master or officer. 
(2) Maternity of wife. Medical care.

Seamen (ratings):

General Sickness Insurance:

(1) Illness: Medical care for wife or husband, legitimate children, illegitimate children legally recognised, parents and all persons whom the insured person is legally bound to maintain, if the seaman has elected to have coverage so extended and has made supplementary payment amounting to 5 per cent. of weekly income, wage or salary.
(2) Maternity of wife: Medical care for wife and for child up to the age of two years.

CHILEAN SEAFARERS SERVING ON FOREIGN SHIPS TRADING WITH CHILE

As for Chilean seafarers serving on Chilean ships.

XIII. Nature of Medical Care Provided

1. SHIPOWNERS' LIABILITY

Medical care, residential and non-residential, by general practi­tioners and specialists; medicines.

2. GENERAL EMPLOYMENT INJURY COMPENSATION

Medical care, residential and non-residential, by general practi-

\[1\] In service of national ships.
tioners, specialists and members of allied services; medicines, orthopaedic appliances. The doctors and pharmacists are chosen by the shipowner, unless the beneficiary wishes to exercise his right of choice, in which case the shipowner's obligation in respect of medical care is limited at the discretion of a labour judge and the shipowner has a right to obtain a report by a doctor of his choosing on the progress of the beneficiary while he is under treatment.

3. **Sickness Insurance for Masters and Officers of the Merchant Marine**

Medical care, residential and non-residential, by general practitioners and specialists; dental care; medicines; preventive medical examination with special attention to tuberculosis, syphilis and heart disease.

4. **General Sickness Insurance**

Medical care, residential and non-residential, by general practitioners and specialists; dental care; medicines; preventive medical examination with special attention to tuberculosis, syphilis and heart disease.

**XIV. Wages or Earnings Serving as Basis for Computation of Benefits and/or Contributions**

1. **Shipowners' Liability**

Actual wages.

2. **General Employment Injury Compensation**

Remuneration in cash and other forms of payment, overtime, gratuities, shares in profits and other forms of remuneration usual in the industry are included.

The daily wage is the wage fixed for a day's work plus supplementary remuneration. If the daily wage was variable, the remuneration during the twelve months preceding the day of the accident, or the time that the seaman has been in the service of the shipowner, is divided by the number of days for which the seaman has been employed. The daily wage serves as the basis for computing benefits in cases of temporary incapacity.

The annual earnings are the sum of the daily wages earned during the twelve months prior to the date of the accident. If the seaman has worked less than twelve months the annual earnings are estimated as three hundred times the daily earnings. Any amount over 3,600 pesos is disregarded and the minimum annual earnings are not considered to have been less than 900 pesos.

3. **Sickness, Invalidity, Old-Age and Survivors' Insurance for Masters and Officers of the Merchant Marine**

The basic wage on which invalidity, old-age and survivors' pensions are calculated is the average of all wages and other remu-
eration on which contributions have been paid to the Fund in respect of the insured person during the last three years. Where wages have decreased the benefits are calculated on the average wage for the last four years.

If an insured person dies without having paid 36 contributions, the basic wage is calculated on the average wage for which contributions have been paid.

After a member has paid contributions for 27 years, the basic wage may not be increased or decreased more than 5 per cent. yearly, and if he is disabled, the annual increase or decrease may not be more than 10 per cent. of his basic wage during the three years before he was disabled.

The basic wage may not be more than six times the living wage rate in force in Valparaiso at the time the benefit is awarded.

Wages in kind will be estimated by agreement between the parties or by the labour judge, taking into account prices in the locality and the wages of workers in the same type of employment.

4. GENERAL SICKNESS, INVALIDITY AND OLD-AGE INSURANCE

Wages and other remuneration in cash and kind, including food and lodging when supplied, but excluding family allowances.
I. Legal Bases

1. SHIPOWNERS' LIABILITY

Seafarers' Code of 13 December 1926 (Legislative Series, 1926, Fr. 13) as amended by Acts of 30 June 1934 (L.S. 1934, Fr. 7), 30 October 1935 (L.S. 1935, Fr. 14), 29 May 1941 (L.S. 1941, Fr. 4) and 11 April 1942 (L.S. 1942, Fr. 3); Decree 17 June 1938 (L.S. 1938, Fr. 8A).

2. SEAFARERS' EMPLOYMENT INJURY, SICKNESS, MATERNITY AND INVALIDITY INSURANCE

Decree on Seamen's Insurance of 17 June 1938 (L.S. 1938, Fr. 8A) as amended by Decree of 20 December 1938 (L.S. 1938, Fr. 8B), and Acts of 11 April 1941 and 26 June 1941 (L.S. 1941, Fr. 3); Rules and Regulations of Provident Fund.

3. SEAFARERS' OLD-AGE AND SURVIVORS' INSURANCE

Seamen's Pensions Act No. 1586 of 12 April 1941 (L.S. 1941, Fr. 3).

4. Co-ordination

Decree, to co-ordinate seamen's insurance and general social insurance, of 20 April 1939 (L.S. 1939, Fr. 7); Decree of 17 July 1941.
II. Scope

1. SHIPOWNERS' LIABILITY

Any person who enters into an agreement with the shipowner or his representative to serve in any capacity on board a French ship.

2. SEAFARERS' EMPLOYMENT INJURY, SICKNESS, MATERNITY AND INVALIDITY INSURANCE

All persons who are of French nationality, and all Natives who are French subjects or subjects of French protectorates or mandated territories, engaged on board a French vessel other than a man-of-war, in permanent employment connected with the movement, navigation, maintenance and use of ships, including trainees; seafarers who are of French nationality serving on board ships sailing under the flag of a French colony, protectorate or mandated territory.

Insurance may be extended by Decree to French seafarers serving on board certain foreign ships or ships authorised by way of exception to sail under the French flag.

3. SEAFARERS' OLD-AGE AND SURVIVORS' INSURANCE

Registered seamen and masters who are French subjects employed on board merchant vessels, fishing vessels, or pleasure boats, and other French subjects employed on board ship in the catering and clerical departments and remunerated directly by the shipowner, with the exception of Natives so employed.

III. Financial Resources

1. SHIPOWNERS' LIABILITY

Shipowner individually liable.

2. SEAFARERS' EMPLOYMENT INJURY, SICKNESS, MATERNITY AND INVALIDITY INSURANCE

Seafarers: 2 per cent. of earnings for periods of sea service on board a ship in commission or on board a laid-up ship, and 1 per cent. of earnings for other periods of service, including shore service of shipowner, or leave.

Shipowner: 5.75 per cent. of earnings for period of sea service on board ship in commission or on board a laid-up ship, and 1 per cent. for other periods of service, including shore service of shipowner, or leave.

Lower rates for sole owners of small fishing boats and owners who sail with their ship.

State: Pays deficit.

3. SEAFARERS' OLD-AGE AND SURVIVORS' INSURANCE

Seafarers: Registered seamen and masters: 5 per cent. of earnings; other persons employed on board the vessel (catering and clerical departments): 5 per cent. of assumed flat rate pay.
In the fishing and coasting trade on a profit-sharing basis the seafarer contributes on the basis of a hypothetical flat rate pay.

Shipowner: 4.25 per cent. of earnings for seafarers who are insured or who are Native French subjects but not insured; 9.25 per cent. of earnings for foreign seafarers not insured.

State: Pays deficit.

IV. Administration

1. Shipowners' Liability

Supervision by the official representative for shipping registration in France and Algeria; the official responsible for the administration of the shipping regulations in the French colonies and protectorates, and the French consular authority in foreign ports.

Disputes are dealt with in conciliation proceedings before the superintendent of shipping registration. If the conciliation proceeding is unsuccessful, disputes involving sums not exceeding 1,500 francs are dealt with both in the first and final instance by the justice of the peace, while other disputes are dealt with by the justice of the peace subject to appeal to civil courts.

In France or Algeria, the competent superintendent and justice of the peace are those for the port where the dispute arises. In all other cases, disputes are dealt with by the superintendent and justice of the peace of the following ports: (1) if the dispute is raised by the shipowner, the port where the seafarer is domiciled or resident, or the port where the seafarer is to be found at the time of the dispute; (2) if the dispute is raised by the seafarer, the port where the shipowner's principal establishment or branch office is situated, or, where there is no such establishment or branch, the home port of the vessel.

2. Seafarers' Employment Injury, Sickness, Maternity and Invalidity Insurance

General Provident Fund for French Seafarers forming department of the National Institution for Disabled Seamen, which is a public autonomous body under the authority of the Ministry responsible for the merchant navy.

3. Seafarers' Old-Age and Survivors' Insurance

Seafarers' Pension Fund, forming department of the National Institution for Disabled Seafarers.

V. Risks Covered

1. Shipowners' Liability

Illness, with or without incapacity, and death resulting therefrom, occurring while the seafarer is on board after the ship has left the port where he was signed on, whatever the cause, and illness
occuring between the date on which the seafarer was shipped and the date on which the ship sailed, or after the date on which the seafarer was put ashore and before he shipped again if it is proved that the illness was contracted in the service of the vessel; no wages if illness was caused intentionally; illness and/or incapacity due to injury received in the service of the vessel; no wages if injury was caused intentionally.

2. **Seafarers' Employment Injury, Sickness, Maternity and Invalidity Insurance**

   **Employment Injury Insurance**

   Illness and/or incapacity for work and death due to a sudden occurrence which could not be foreseen, and which arose out of, or in the course of, work appropriate to the calling of a seafarer. No temporary cash benefit payable if injury is due to seafarer's wilful act.

   **Sickness Insurance**

   (1) Other illness, and incapacity for work and/or death due to such illness, occurring in the course of a voyage and substantiated by a report drawn up by a master or skipper of the ship by which the seafarer was employed. No cash benefit is payable if the illness is due to the seafarer's wilful act.

   (2) Illness not occurring in the course of a voyage, and incapacity for work and/or death due to such illness, or to traumatic injury not resulting from employment. No cash benefit is payable if the illness or traumatic injury is due to the seafarer's wilful act.

   **Maternity Insurance**

   Pregnancy, confinement and consequences, of women employed in general duties. In cases of pathological pregnancy or consequences, benefits of sickness insurance. Same for wife of insured seafarer.

   **Invalidity Insurance**

   Reduction of working capacity by at least two thirds persisting after six months and due to an illness occurring during a voyage or to an illness not occurring during a voyage, or to a traumatic injury not resulting from employment.

   Death of pensioner or death of seafarer from illness which could have been deemed, in view of its nature and the conditions of navigation in which he was engaged, to have arisen out of a risk of maritime employment.

3. **Seafarers' Old-Age and Survivors' Insurance**

   **Old-Age Insurance**

   Attainment of age 50, or total and permanent incapacity for sea service.

   **Survivors' Insurance**

   Death of seafarer insured or in receipt of a pension under Seafarers' Old-Age and Survivors' Insurance.
VI. Periods Covered

1. Shipowners’ Liability

Period beginning when the seafarer is shipped, even before the ship has left the port where he has signed on, and continuing until he is shipped again after being put ashore by the ship in accordance with his articles of agreement.

2. Seafarers’ Employment Injury, Sickness, Maternity and Invalidity Insurance

Employment Injury Insurance

Same period as under Shipowners’ Liability.

Sickness Insurance

(i) Illness Occurring during Voyage.

Same period as under Shipowners’ Liability.

(ii) Illness Not Occurring during Voyage.

Period during which the seafarer is ashore in the country of the ship between the date on which he was shipped and the date on which the ship sails, or after the date on which he was put ashore and before he is shipped again, if the illness was not contracted in the service of the ship on which he was shipped or the ship from which he was put ashore, provided the seafarer has at least 50 contribution days during the last 90 days before the first medical diagnosis, or 200 contribution days during the last 365 days. The maximum period of unemployment during which he is covered is therefore 40 days after 50 consecutive contribution days or 165 days after 200 consecutive contribution days.

Certain periods, such as days spent in captivity, in employment under requisition by the Occupying Authorities, in voluntary unemployment, etc., are counted as contribution days.

Invalidity Insurance

Period covered by Shipowners’ Liability, if illness occurs during the voyage, provided the seafarer has been a member of the General Provident Fund for at least one year on the date of the first medical diagnosis and has at least 200 contribution days during the last 360 days preceding the date of the first medical diagnosis; he is thus covered by invalidity insurance for a maximum of 160 days after 200 consecutive contribution days.

Period covered by Sickness Insurance in case of illness not occurring during voyage, provided the seafarer has been a member of the General Provident Fund for at least two years on the date of the first medical diagnosis and has at least 400 contribution days during the last 720 days preceding the date of the first medical diagnosis; he is thus covered by invalidity insurance for a maximum of 320 days after 400 consecutive contribution days.

In computing the period during which contributions must have been paid, days of service with the colours are disregarded.
Maternity Insurance

Insured Woman Employed in General Duties.

Period during which the insured woman has at least 200 contribution days during the last 12 months.

Wife of Insured Seafarer.

Period during which the insured seafarer has at least 200 contribution days during the last 12 months.

3. Seafarers' Old-Age and Survivors' Insurance

Death

(1) Period of membership of Seafarers' Pension Fund, that is, period during which French citizen satisfies the conditions laid down by the legislative enactments defining the occupation of seafarer;

(2) Period during which the seafarer is in receipt of a pension from the Seafarers' Pension Fund.

VII. Benefits in Case of Illness and/or Incapacity

French Seafarers

1. Illness or Incapacity Resulting from Employment Injury (French)

(a) On Board

Shipowner: Medical care until seafarer is cured or the wound is healed.

Wages and maintenance during incapacity.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Residential care including maintenance during illness or until the seafarer returns to the country of the ship if he is repatriated before he is cured or his wound is healed.

Wages during receipt of medical care for period ending not later than four months after date on which the seafarer was left ashore.

Free transportation including maintenance to a port in the country of the ship (including a French colony or protectorate if the seafarer was shipped there) and, if the seafarer is not put ashore at the port in France where he was shipped, conveyance to such port.

Seafarers' Employment Injury Insurance: Cash benefit during incapacity from end of fourth month ashore until the seafarer is capable of resuming work, or until the injury is healed or the morbid condition has become stable and permanent incapacity is certified; benefit amounting to two thirds of wages, subject to a minimum of
5,000 francs divided by 360 per day plus allowances in respect of children under 16 years of age not in employment at rate of 1.50 francs a day each for the first and second child, 1.90 francs a day each for the third and fourth child, 2.30 francs each for the fifth and sixth child and 2.75 francs for each further child.

During permanent incapacity of at least 10 per cent., compensation is payable as follows:

Total incapacity: Pension amounting to three quarters of annual wage; minimum, 5,000 francs, plus attendance allowance of one quarter of wage and special grant of 3,000 francs if the pensioner needs assistance of another person.

The minimum of 5,000 francs has been increased since 1 January 1944 by a temporary bonus of 4,000 francs.

Incapacity not less than 66 per cent.: One half of wage; minimum, 3,500 francs. Supplement in either case, 5, 10 or 15 per cent. of pension if seafarer has maintained two, three or more children, respectively, until attainment of age 16.

The minimum of 3,500 francs has been increased since 1 January 1944 by a temporary bonus of 3,500 francs.

Incapacity less than 66 per cent. but not less than 10 per cent.: One half of loss of wages for part of incapacity not in excess of 50 per cent. and full amount of loss for part of incapacity in excess of 50 per cent.

Allowances in respect of children if incapacity at least 20 per cent.: 540 francs a year each for first two children, 675 francs each for third and fourth child, 825 francs each for fifth and sixth child, and 990 francs for each further child.

(ii) After Illness.

Shipowner: Wages, whether seafarer is cured or is still incapacitated after illness, to end of fourth month after date on which he was put ashore or, if he returns to the country of the ship before the period of four months has elapsed, until he returns.

Seafarers' Employment Injury Insurance: Cash benefit, if incapacity continues after illness, from end of fourth month ashore until the seafarer is capable of resuming work or, if the incapacity has become permanent, during incapacity of at least 10 per cent., as shown under 1 (b).

(c) Ashore in Country of Ship

Shipowner: If the seafarer returns ill with his ship or falls ill ashore, residential care, or where he has returned to his home, non-residential care and allowance for board, until he is cured or the wound is healed, or to end of fourth month after the date on which the seafarer was left ashore in the country of the ship, if after four months he is not cured or his wound is not healed.

If the seafarer returns ill after a stay ashore outside the country of the ship, care as above for the remainder, if any, of the period ending not later than four months after date on which he was left ashore outside the country of the ship.
Wages during receipt of medical care for period, or remainder, if any, of period, ending not later than four months after date on which the seafarer was left ashore in or outside the country of the ship.

_Seaferers' Employment Injury Insurance:_ Medical care, residential or non-residential during illness from end of fourth month ashore in country of ship or, where the seafarer was left ashore outside the country and repatriated during illness, from end of fourth month after date on which he was left ashore outside the country, if he returned within four months, or from date on which he returned if he returned after a stay of more than four months abroad, until he is capable of resuming work, and thereafter, by special decision, as long as care is needed. If the seafarer is not incapacitated, care is granted as long as it is needed.

Cash benefit, amounting to two thirds of wages as under 1 (b) (1) from end of fourth month ashore in the country of the ship, or, if the seafarer was left ashore outside the country and repatriated before recovery, from end of fourth month after date on which he was left ashore outside the country, until he is capable of resuming work, or until the injury is healed or the morbid condition has become stable and permanent incapacity is certified.  

During permanent incapacity of at least 10 per cent., compensation as shown under 1 (b) (i), as from date on which permanent incapacity is certified.

2. OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER’S OWN FAULT (FRENCH)

(a) _On Board_

_Shipowner:_ Medical care during illness.
Wages and maintenance during incapacity.

(b) _Ashore outside Country of Ship or on Return Journey after Stay Ashore_

(i) _During Illness._

_Shipowner:_ Residential care, including maintenance, during illness, or until the seafarer returns to the country of the ship if he returns during illness.

Wages during receipt of medical care for period ending not later than four months after date on which the seafarer was left ashore.

Free transportation, including maintenance to port in country of ship (including French colony or protectorate, if the seafarer was shipped there) and, if the seafarer is not put ashore at the port in France where he was shipped, conveyance to such port.

The shipowner, instead of providing such free transportation, may pay a lump sum in discharge of his liabilities.

_Seaferers’ Sickness Insurance:_ Cash benefit during incapacity, amounting to 50 per cent. of wages, plus children’s allowances as for temporary incapacity resulting from employment shown under

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1 During receipt of such cash benefit, an allowance for board is granted if the seafarer received free maintenance on board.
Social Security Services: France

1 (b) (i), from end of fourth month ashore for period ending not later than six months after date on which the seafarer was left ashore.

Seafarers' Invalidity Insurance: Pension to seafarer with one year's membership who has to his credit 200 contribution days during the 360 days preceding the date of the first diagnosis, from end of sixth month ashore, if at that time loss of capacity is not less than two thirds; pension amounting to 50 per cent. of annual wages, plus children's allowances as for permanent incapacity resulting from employment, shown under 1 (b) (i), payable as long as incapacity remains at least 50 per cent.

Residential care if seafarer chronically ill, from date on which the pension becomes payable or later date for period ending not later than five years after former date. Pension is reduced during residential care by one fifth if there are children or dependent parents, two fifths if the seaman is married but has no children or dependent parents and three fifths otherwise.

(ii) After Illness.

Shipowner: Free transportation as under 2 (b) (i) if seafarer not repatriated during illness. The shipowner, instead of providing such free transportation, may pay a lump sum in discharge of his liabilities.

Wages, whether seafarer is cured or is still incapacitated, to end of fourth month after date on which he was put ashore, or, if he returns to the country of the ship before the period of four months has elapsed, until he returns.

Seafarers' Sickness Insurance: Cash benefit as under 2 (b) (i) if incapacity continues after illness from end of fourth month ashore during incapacity for period ending not later than six months after date on which the seafarer was left ashore.

Seafarers' Invalidity Insurance: Pension as under 2 (b) (i) from end of sixth month ashore if at that time loss of working capacity is not less than two thirds. Payable as long as incapacity remains at least 50 per cent.

(c) Ashore in Country of Ship

(i) Illness Occurring during Voyage.

Shipowner: If the seafarer returns ill with his ship or falls ill ashore, residential care, or, where he has returned to his home, non-residential care and allowance for board, until he is cured or his condition has become chronic, or to the end of the fourth month after date on which the seafarer was put ashore in the country of the ship if, after four months, he is not cured or his condition has not become chronic.

If the seafarer returns ill after a stay ashore outside the country of the ship, care as above for the remainder, if any, of the period ending not later than four months after the date on which he was left ashore outside the country of the ship.

Wages during receipt of medical care for period, or remainder of
period, ending not later than four months after date on which the seafarer was left ashore in or outside the country of the ship.

**Seafarers' Sickness Insurance:** Residential care, including maintenance, or non-residential care at the seafarer's home, during illness, from end of fourth month ashore in the country of the ship or, where the seafarer was put ashore outside the country and repatriated during illness, from end of fourth month after date on which he was left ashore outside the country if he returned within four months¹, or from date on which he returned if he returned after a stay of more than four months abroad, for period ending not later than six months after date on which he was left ashore in or outside the country; if the seafarer becomes capable of resuming work before the end of the sixth month, but still requires care, such care may be granted by a special decision.

Cash benefit during incapacity, amounting to 50 per cent. of wage plus children's allowances, from end of fourth month ashore in country of ship or, if the seafarer was left ashore outside the country and repatriated before recovery, from end of fourth month after date on which he was left ashore outside country, for period ending not later than six months after that date.²

**Seafarers' Invalidity Insurance:** Medical care, residential or non-residential, during illness of invalidity pensioner, from date on which the pension becomes payable, or any later date on which the need arises, for period ending not later than five years after the date on which the pension became payable. Pension as under 2 (b) (i) from end of sixth month after date on which seaman was left ashore in or outside the country, if, at that time, loss of working capacity is not less than two thirds, payable as long as incapacity remains at least 50 per cent. Reduced in case of residential care as under 2 (b) (i).

(ii) **Illness Not Occurring during Voyage.**

**Seafarers' Sickness Insurance:** To seafarer who has 50 contribution days to his credit during the 90 days preceding the first medical diagnosis, or alternatively, 200 contribution days during the last 12 months, residential care including maintenance, or non-residential care, during illness, from date of first medical diagnosis for not more than six months; if the seafarer becomes capable of resuming work before the end of the sixth month but still requires care, such care may be granted by special decision to the end of the sixth month.

Preventive care for not more than two years if the seafarer's condition requires such care or the disease does not entail incapacity for work.

Cash benefit on same conditions during incapacity from fourth day after the first medical diagnosis for period ending not later than six months after the date of the first medical diagnosis, amounting to 50 per cent. of the seafarer's wages plus children's allowances as above; reduced in case of residential care by one

¹If the condition of the seafarer becomes chronic before the end of the four months, insurance takes over from the date it becomes chronic.

²During receipt of such cash benefit, an allowance for board is granted if the seafarer received free maintenance on board.
fifth if there are children or dependent parents, two fifths if the seaman is married but has no children or dependent parents, and three fifths otherwise; also reduced by amount of daily old-age pension where such pension is granted while the seafarer is entitled to cash benefit under sickness insurance.

**Seafarers' Invalidity Insurance:** Pension to seafarer with two years' membership and 400 contributions to his credit during the 720 days preceding the date of the first medical diagnosis as under (b) (i), from date of healing of injury or from end of sixth month of incapacity if at that time loss of working capacity is not less than two thirds, payable as long as incapacity remains at least 50 per cent. Medical care, residential or non-residential, during illness of invalidity pensioner from date on which the pension becomes payable or any later date on which the need arises, for period ending not later than five years after the date on which the pension became payable.

3. **ILLNESS OR INCAPACITY DUE TO SEAFARER'S OWN FAULT (FRENCH)**

(a) **On Board**

*Shipowner:* Medical care during illness, maintenance during incapacity.

(b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* Residential care as under 1 (b) (i).

(ii) **After Illness.**

No provision. Cost of repatriation to be refunded to shipowner by seafarer.

(c) **Ashore in Country of Ship**

(i) **Illness Due to Employment Injury.**

*Shipowner:* Medical care as under 1 (c).

**Seafarers Employment Injury Insurance:** Medical care as under 1 (c).

(ii) **Illness Not Due to Employment Injury.**

*Shipowner:* Medical care as under 2 (c) (i).

**Seafarers' Sickness Insurance:** Medical care as under 2 (c) (i) or 2 (c) (ii).

**FOREIGN SEAFARERS**

1. **ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY (FOREIGN)**

(a) **On Board**

*Shipowner:* Medical care during illness until seafarer is cured or his wound is healed or the condition has passed through the acute stage and has become chronic. Maintenance during incapacity.
(b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* Residential care, including maintenance, during illness until the wound is healed, or the condition has passed through the acute stage and has become chronic. Free transportation to port where the seafarer was signed on, unless agreement to the contrary.

(ii) **After Illness.**

*Shipowner:* Free transportation to port where the seafarer was signed on unless agreement to the contrary, if the seafarer was not repatriated during illness.

(c) **Ashore in Country of Ship**

*Shipowner:* Residential care, including maintenance, or if the seafarer's home is in France and he has returned home, non-residential care and allowance for board, until the seafarer is cured or his wound is healed or the condition has passed through the acute stage and has become chronic. If the seafarer's home is not in France, free transportation to port where seafarer was signed on, unless agreement to contrary.

2. **OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER'S OWN FAULT (FOREIGN)**

*Shipowner:* Same provisions as in case of illness or incapacity resulting from employment injury if the seafarer falls ill while on board or if illness is contracted in the service of the vessel.

3. **ILLNESS OR INCAPACITY DUE TO SEAFARER'S OWN FAULT (FOREIGN)**

(a) **On Board**

*Shipowner:* Seafarer liable to repay expenses of medical care and maintenance provided by shipowner.

(b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* Seafarer liable to repay expenses of medical care, maintenance and repatriation to be provided by shipowner if there is no French authority to take over at the place where he is put ashore.

(ii) **After Illness.**

*Shipowner:* Seafarer liable to repay expenses of repatriation provided by shipowner if no French authority to take over at the place where he is put ashore.
(c) **Ashore in Country of Ship**

Shipowner: Seafarer liable to repay expenses of medical care, maintenance and repatriation to be provided by the shipowner if no French authority to take over at the place where he is put ashore.

VIII. Benefits in Case of Death

**FRENCH SEAFARERS**

1. **Death Resulting from Employment Injury (French)**

(a) **Death on Board**

Seafarers' Employment Injury Insurance: Funeral expenses. Pension to widow if the marriage took place before the accident, until death, amounting to 50 per cent. of the pension to which the seafarer would have been entitled in case of total permanent incapacity at the time of his death if he dies during active life in consequence of an employment injury or if a pensioner dies as a direct result of the injury which first entitled him to a pension; pension of 50 per cent. of the pension which the seafarer was receiving if the seafarer's death is not due to the employment injury in respect of which he was in receipt of a pension.

Pensions to children under 16 years of age or to those under 18 years who are apprenticed, to those under 21 years who continue their studies, and without age limit if child is invalid and not employed, at following rates if mother alive: 540 francs a year for each of first two children, 675 francs each for third and fourth child, 825 francs each for fifth and sixth child, and 990 francs each for further child; if both parents dead, 50 per cent. of pension to which seafarer was entitled or would have been entitled in case of total permanent incapacity.

Pensions to parents, or to grandparents if no parents who were dependent on seafarer for their main support and aged 60 years or over if there are no widow or orphans entitled to pensions, amounting for each ascendant to 50 per cent. of the pension to which a widow would be entitled, until death of last survivor.

(b) **Death Ashore outside Country of Ship or on Return Journey after Stay Ashore**

Seafarers' Employment Injury Insurance: Funeral expenses. Pensions to survivors whether living in or outside the country of the ship, as under 1 (a).

(c) **Death Ashore in Country of Ship**

Seafarers' Employment Injury Insurance: Funeral expenses. Pensions to survivors whether living in or outside the country of the ship, as under 1 (a).

2. **Death Not Resulting from Employment Injury (French)**

(a) **Death on Board**

Shipowner: Funeral expenses if death occurs after the ship sails, irrespective of the cause of death.
Seafarers' Sickness Insurance: Funeral expenses according to rules and regulations of Provident Fund if death occurs before the ship sails.

Seafarers' Survivors' Insurance: (1) Registered seamen and masters: Pension to widow aged 40 years or over, or with dependent children, of seafarer who had completed 180 months of service, if the marriage took place at least two years before he left sea service where there are no children, or before he left sea service where there are children; pension amounting to 50 per cent. of the pension, including all supplements and bonuses, which the seafarer could have claimed on account of his actual service on attainment of age 50 or in case of total and permanent incapacity for sea service. Pension to children who are either under 16 years of age, or under 18 years and apprenticed, or under 21 years and continuing their studies, at following rates: if mother living and entitled to pension, 10 per cent. of pension to which the seafarer would have been entitled on account of actual service per child; if both parents are dead or the mother is not entitled to pension, 50 per cent. of pension as above, plus 10 per cent. of pension for each child after the first. Minimum of aggregate pensions paid to children: children's allowances as under Seafarers' Old-Age Insurance. Maximum of aggregate pensions to widow and/or children: pension which seafarer could have claimed on account of actual service. Allowance to widow under 40 years of age and without children if seafarer leaves no orphans entitled to pension and had completed 180 months of service, at rate varying from 6 to 12 francs a year for each month of service, according to class to which seafarer belonged.

(2) Persons employed in catering and clerical departments: Same pensions to widow and children as for registered seamen.

Children of an insured woman are entitled to the same pensions as children of an insured seafarer, whether the father is alive or not.

An insured woman may draw both her own old-age pension and a widow's pension granted under Seafarers' Old-Age and Survivors' Insurance.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

Seafarers' Sickness Insurance: Funeral expenses according to rules and regulations of Provident Fund.

Seafarers' Survivors' Insurance: Pensions to survivors whether living in or outside the country of the ship, as under 2 (a).

(c) Death Ashore in Country of Ship

Seafarers' Sickness Insurance: Funeral expenses according to rules and regulations of the Provident Fund.

Pension to widow, if the marriage took place before the first medical diagnosis of the illness of a seafarer who was in receipt of an invalidity pension or died of an illness due to a maritime risk; pension amounting to 50 per cent. of the pension which the seafarer was receiving or would have been entitled to receive, plus children's

1 See p. 166, IX 1 (a).
2 See p. 172, XIII 2.
allowances as in case of death resulting from employment injury under 1 (a) above.

Pension to dependent children, if no widow, at rate of 50 per cent. of seafarer's pension.

Pension to parents or grandparents on same conditions as in case of death resulting from employment injury, at rate of one quarter of seafarer's pension.

Beneficiaries may choose the more advantageous pension if they are also entitled to a pension under Old-Age and Survivors' Insurance.

Seafarers' Survivors' Insurance: Pension to survivors whether living in or outside country of the ship, as under 2 (a).

FOREIGN SEAFARERS

1. DEATH RESULTING FROM EMPLOYMENT INJURY (FOREIGN)

(a) Death on Board
Shipowner: Funeral expenses.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore
Same as under (a).

(c) Death Ashore in Country of Ship
Same as under (a).

2. DEATH NOT RESULTING FROM EMPLOYMENT INJURY (FOREIGN)
Same as under 1.

IX. Benefits in Case of Old Age

FRENCH SEAFARERS

1. ATTAINMENT OF PENSIONABLE AGE (FRENCH)

Seafarers' Old-Age Insurance:

(a) Full pension: Pension to seafarer on or after attainment of age 50, who has completed 300 months of sea service¹ since attaining the minimum age for entering the occupation, computed as follows: basic amount varying from 5,000 francs a year for able-bodied

¹ Sea service includes service in French vessels, or vessels under flag of State under French protectorate, the Monégasque flag, military service, journey on any ship to colonies or abroad for purpose of shipping on French vessel or returning therefrom, interval until return after shipwreck, periods of medical care abroad until return to France, periods of temporary incapacity during which employment injury or sickness benefit is paid, periods before ship's articles were open for signature or after they were closed if seafarer employed in repair, watching, fitting, etc., of ship, periods of captivity, or foreign labour, employment in technical services after 10 years' sea service or within limit of five years as trade union official after ten years' sea service.
seamen to 10,000 francs a year for masters and engineering officers in the highest rank, plus one half to one third of wages or pay in excess of prescribed minima which are fixed according to rank or rating.¹

The minimum rate for able-bodied seamen has been increased, since 1 January 1944, by a temporary bonus of 4,000 francs; that of 10,000 francs for masters and engineering officers in the highest rank, by a temporary bonus of 7,500 francs; taking into account all supplements, the effective pension of a seaman on a foreign-going ship can attain from 12,000 to 15,000 francs; that of a master of a large ship, from 50,000 to 60,000 francs.

Maximum for pension: average annual wages of seafarer.

Pension thus computed increased by 5, 10 or 15 per cent. if pensioner has maintained two, three or more children, respectively, up to the age of 16 years.

Allowances in respect of children under 16 years of age, or under 18 and apprenticed, or under 21 and continuing their studies, at rate of 540 francs a year each for the first and second child; 675 francs each for the third and fourth child; 825 francs each for the fifth and sixth child, and 990 francs for the seventh and each further child.

(b) Reduced pension: Pension to seafarer on or after attainment of age 50, who is not entitled to full pension but has completed 180 months of service, including 18 months during the three years immediately preceding the date of his application, and who has not ceased at any time to be employed at sea for more than five years, at rate of one three hundredth of the full pension for each month of service.

Children’s allowances as under 1 (a).

(c) Pension to seafarer who has become an officer or official of the marine or the merchant marine: Irrespective of the duration of his service as a seafarer, payable as from date on which he is entitled to a civil or military pension; pension at rate of one three hundredth of the full pension for each month of service.

Same pension to seafarer appointed harbour officer or master who has completed at least 180 months of service, including 100 on board merchant ships, fishing vessels or pleasure boats, payable while he holds such office as from date on which he takes up his duties. Pension continues to be payable if beneficiary, on ceasing to hold office, has attained the age of 50 years and completed 300 months of service including service as harbour officer or master.

2. Total Permanent Incapacity for Sea Service (French)

Seafarers' Old-Age Insurance: Pension to seafarer who is attested, by a medical board, to be suffering from infirmities which render him totally and permanently unfit for sea service. Full pension or reduced pension according to length of service. If he is also entitled to an invalidity pension under Seafarers’ Employment

¹ One half of part of average pay for last 10 years of service in excess of minimum up to 18,000 francs, two fifths of part in excess of 18,000 francs up to 30,000 francs, and one third of part in excess of 30,000 francs. If the amount thus computed is less than the prescribed rate depending on length and kind of service, prescribed rate is payable.
Injury, Sickness, Maternity and Invalidity Insurance he cannot draw the latter without renouncing the former.

3. DEATH OF PENSIONER (FRENCH)

Seafarers' Survivors' Insurance: Pensions to survivors of seafarer who was in receipt of an old-age pension under Seafarers' Old-Age and Survivors' Insurance, as under 1, if the marriage took place at least two years before the pension was granted to the seafarer or, where there are children, before the pension was granted.

FOREIGN SEAFARERS

No provisions.

X. Benefits in Case of Maternity

FRENCH SEAFARERS

Seafarers' Maternity Insurance: Cost of medical care connected with pregnancy, confinement and consequences thereof, refunded in accordance with scale of Provident Fund to woman employed in general duties who has at least 200 contribution days to her credit during the last 12 months before the confinement.

Cash benefit on same conditions, during abstention from work, for not more than six weeks before and six weeks after confinement, at rate of 50 per cent. of wages, plus allowances in respect of children under 16 years of age, at rate of 1.50 francs a day each for the first and second child, 1.90 francs each for the third and fourth child, 2.30 francs each for the fifth and sixth child, and 2.75 francs for each further child. Reduced in case of residential care by one fifth if there are children or dependent parents or grandparents; two fifths if the woman is married but has no children or dependent parents, etc., and three fifths otherwise.

Nursing grant on same conditions if the insured woman nurses her child, amounting to not more than 850 francs per child for the entire nursing period, nor less than 175 francs per child for each of the first four months. If the woman is unable to nurse her child on account of physical incapacity or illness but rears it at home, 60 per cent. of the nursing grant may be paid by the Fund.

FOREIGN SEAFARERS

No provisions.

XI. Benefits in Respect of Dependents of Seafarers

FRENCH SEAFARERS

1. ILLNESS (FRENCH)

Seafarers' Sickness Insurance: Medical care, residential or non-residential, for dependants of seafarer who has 50 contribution days
to his credit during the 90 days preceding the first medical diagnosis, or alternatively, 200 contribution days during the last 12 months, from date of first medical diagnosis for not more than six months in case of illness due to disease or accident; preventive care for not more than two years if the condition of the dependant requires such care or if the disease does not entail incapacity.

The dependants entitled to such care include the following:

The wife of the seafarer or the husband of an insured woman who is not entitled to care on his own account under general or agricultural sickness or accident insurance, or under a special scheme, and who is not in receipt of earned income in excess of the limits of exemption under general insurance;

Children under 16 years of age who are not employed or under 18 and apprenticed, or under 21 and continuing their studies and, irrespective of age, descendants in the direct line suffering from infirmities which render it absolutely and definitively impossible for them to provide for their own needs.

2. MATERNITY OF WIFE (FRENCH)

Seafarers' Maternity Insurance: Cost of medical care connected with pregnancy, confinement and consequences thereof, refunded in accordance with scale of Provident Fund in respect of the wife of the seafarer who has at least 200 contribution days to his credit during the last 12 months preceding his wife's confinement.

FOREIGN SEAFARERS

No provisions.

XII. Nature of Medical Care Provided

1. SHIPOWNERS' LIABILITY

Residential care in hospital at port of registry of the ship or in any other port of call where the seafarer has been put ashore because he was obliged to cease work on account of injury or other illness. The decision to put a seafarer ashore and place him in a hospital shall be taken on the basis of a report of the ship's doctor or of a medical practitioner appointed by the maritime authority of the port.

If the seafarer is put ashore in France or repatriated while still in need of care, he is entitled to non-residential care by a general practitioner or specialist. After the diagnosis has been made, he may elect to be attended at home by a doctor of his own choice, if his residence is in the French port where he was shipped or put ashore or in the immediate vicinity of such port where it is possible for the shipowner to arrange for the supervision of the treatment by appointing a medical practitioner to give him information respecting the condition of the seafarer. The patient's removal from hospital must be approved in advance by the maritime authority on the basis of a report of the doctor appointed by the authority.

The seafarer is entitled to medicines prescribed by the attending practitioner.
The costs of medical care and of medicines are refunded to the seafarer up to an amount fixed by the justice of the peace of the canton where the seafarer is being cared for, in conformity with the scale drawn up under the general accident insurance scheme by the Minister of Labour after consultation of a special committee representing medical and pharmaceutical organisations, employers' and workers' organisations, the State, etc.

A daily allowance for board is granted the seafarer for the whole period during which he receives medical care at his home at a rate fixed in the agreement or in conformity with custom in the port where the seafarer was put ashore.

If the seafarer is left ashore outside France, the shipowner may discharge himself of his liabilities for medical care and repatriation by paying a lump sum to the maritime authority at the time when the seafarer is left ashore. The conditions and scales for such payment and the duties of the maritime authority, which replaces the shipowner, are laid down by regulations.

In case of disputes respecting the chronic nature of the seafarer's illness, the seafarer is examined by a medical board consisting of a practitioner appointed by the maritime authority and two practitioners appointed by the shipowners' and the seafarers' trade organisations, and meeting at least once every two months in ports designated by the Minister responsible for the merchant marine. The cost of such examination is borne by the shipowner if the seafarer is found to be still in need of care, and by the seafarer otherwise.

2. SEAFARERS' EMPLOYMENT INJURY, SICKNESS, MATERNITY AND INVALIDITY INSURANCE

Employment Injury Insurance

General Provident Fund assumes cost of maintenance in a public hospital at the rate payable by paying patients in public wards, and for medical care, including surgical treatment, according to a scale of fees fixed by the Fund. If the seafarer is placed in a private clinic, the cost of care in a public hospital only is assumed by the Fund.

Alternatively, the seafarer may receive non-residential care by general practitioners or specialists of his own choice.

He is entitled to pharmaceutical supplies and appliances prescribed by the attending practitioner and supplied by the pharmacist of his choice.

Nursing care may be provided on the instruction and under the supervision of the attending practitioner.

Expenses for medical care and pharmaceutical supplies are assessed by the justice of the peace of the canton where the seafarer is cared for, in conformity with the scale under the general accident insurance scheme unless there is an agreement authorising payment at a higher scale.

The Fund also pays for the cost of conveyance of the seafarer to the hospital or to his own residence.

1 The shipowner's liability for providing medical care ceases when the condition has passed through the acute stage and has become chronic.
Sickness Insurance

(i) Illness Occurring during Voyage.

A report substantiating the illness must be delivered by the master or skipper to the maritime, colonial or consular authority for the place where the ship is anchored, or for the next port where the ship calls.

The General Provident Fund assumes the cost of residential care, including care by general practitioners or specialists in accordance with the scale adopted by the Minister responsible for the merchant marine.

Alternatively, the seafarer staying at his home may receive non-residential care, including dental care, by a general practitioner or specialist of his own choice; the consultations should be given at the doctor's office unless the patient is unable to go out owing to his illness.

The cost of medicines prescribed by the attending practitioner is assumed by the Fund as follows: 80 per cent. of the cost of therapeutic products, needed for injections, such as sera and various products of organic origin, and other medicines prescribed in special cases necessitating considerable expense; 80 per cent. of part of expenses for other medicines not exceeding 25 francs per prescription, and 60 per cent. of part in excess of 25 francs; cost of appliances and expenses of other pharmaceutical supplies according to a scale fixed by the Fund.

(ii) Illness Not Occurring during Voyage.

General Provident Fund assumes cost of residential care in hospital, including care by general practitioner or specialist, according to a scale adopted by the Minister as under (i), but after deduction of 20 per cent. representing the share payable by the seafarer for himself or his dependants.

Alternatively, the Fund pays for non-residential care as under (i).

The cost of medicines is assumed by the Fund as under (i), but subject to a maximum amount per sickness card and special rates of repayment for specified drugs. Costs of appliances and pharmaceutical supplies, other than medicines, are refunded as under (i) after deduction of 20 per cent., representing the share payable by the patient.

The cost of artificial dentures is refunded only in the case of functional and therapeutic appliances or dentures necessary for the pursuit of the calling of the seafarer and subject to the approval of the medical referee (supervisor) of the Fund.

Special preventive care under conditions and at rates laid down by Fund.

Invalidity Insurance

Same care as for illness not occurring during a voyage, even if pension is suspended.

Maternity Insurance

The General Provident Fund pays a lump sum to cover the cost of medical care and pharmaceutical supplies connected with
the pregnancy, the confinement and the consequences thereof in accordance with the scale of the Fund. The sum is increased in cases of difficult or plural confinement. The beneficiary is free to choose her medical attendant. In cases of pathological pregnancy or consequences of confinement, medical care is granted under Sickness Insurance as for other illness not occurring during the voyage, from the date on which the pathological condition is ascertained. If, six months after the confinement, the woman is still ill, medical care is granted as under Invalidity Insurance.

If the pathological condition is diagnosed during pregnancy the lump sum is payable to cover the expenses of normal care, while any medical care needed in addition is granted under Sickness Insurance as for other illness not occurring during the voyage.

3. General

Preventive Examination

Every seafarer insured as a member of the General Provident Fund may be medically examined at the expense of the Fund by a medical practitioner appointed by the Fund. If he is found to be unfit for service or refuses to undergo the examination, he shall not be engaged for service on board a vessel nor continue in such service, and shall not be entitled to contract an engagement subsequently unless he has been re-examined and found to be fit for service.

Supervision

The Fund is entrusted with the general supervision of the medical care services, while the management of the medical institutions supervise their own establishments. Professional supervision is in the hands of the organised medical and allied professions. Beneficiaries must submit to the administrative and medical measures of supervision and checking taken by the Fund, whether these are carried out by the shipping registration service or its own medical supervisors, provided that the patient may require the presence of his medical attendant. Provision is made for the settlement of disputes concerning the patient's condition arising between the insured person and the Fund.

The General Provident Fund may enter into agreements with shipping undertakings that have organised a medical service ashore, providing for reimbursement of the costs of care given by such medical service to the seafarer and his family.

XIII. Wages or Earnings Serving as Basis for Computation of Benefits and/or Contributions

1. Shipowners' Liability

Fixed money wages or, where the seafarer's remuneration does not consist of fixed wages, wages calculated according to agreements concluded between the trade organisations of the shipowners and seafarers concerned, or, in default of such agreements,
according to the rate of wages of seafarers in the merchant marine as fixed by collective agreement.

2. SEAFARERS' EMPLOYMENT INJURY, SICKNESS, MATERNITY AND INVALIDITY INSURANCE

Wages, composed of actual or hypothetical earnings, upon which contributions to the National Institution for Disabled Seamen were assessed during the 360 days of sea service immediately preceding the period of service during which the right to benefit arose, if the seafarer was then on service, or preceding the first medical diagnosis if such diagnosis was made between two periods of sea service.

In deep-sea fishing, profits assessed in respect of the last preceding season plus any wages earned in other sea service during the calendar year comprising such season.

Annual wages are divided by 360 in order to obtain the daily wage or, if less than 360 days of sea service had been performed on the date of the accident or the first medical diagnosis, the total amount of the sums received by the seafarer during such service is divided by the number of days actually served. The annual wage is, in this event, obtained by multiplying the daily wage by 360.

The annual wage on which benefits are based is deemed to be not less than 6,000 francs a year.

The part of wages up to 18,000 francs a year is taken into full account; the part between 18,000 francs and 30,000 francs is taken into account to the extent of 50 per cent, and that at over 30,000 francs to the extent of 25 per cent.

In computing wages, actual earnings are taken into account for the following classes:

(1) Crews of ships engaged in distant trade and deep-sea fishing;
(2) Crews of ships in the coasting trade, industrialised fishing and coastwise navigation if the seafarers are engaged at a fixed wage or are guaranteed a minimum wage;
(3) Shore service during which the seafarer is at the shipowner's disposal.

Hypothetical wages are fixed for persons engaged in small-scale fishing and in the coasting trade.

3. SEAFARERS' OLD-AGE AND SURVIVORS' INSURANCE

Annual wages taken as basis for contributions and for the computation of pension supplements and maximum pensions same as shown under 2 above.

The pension supplement depending on the average annual pay is calculated on the basis of the last 10 years' service of the person concerned, but is deemed to be not less than 6,000 francs a year.

The basic pension plus supplement shall not exceed such average annual pay.
Netherlands

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I. Legal Bases

1. SHIPOWNERS' LIABILITY

   Act of 14 June 1930 (Legislative Series, 1930, Neth. 1), amending the 4th Chapter of the 2nd Book of the Commercial Code. Effective 1 October 1937.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

   (a) Pre-War


   (b) Emergency

      Decrees of 16 October 1940 (Staatsblad, No. A 14), 9 January 1941 (Staatsblad, No. B 1), 26 March 1942 (Staatsblad, No. C 27), and 16 April 1942 (Staatsblad, No. C 32). Agreement of September 1939 (cf. Industrial and Labour Information of 1-8 January 1940,

3. General Invalidity, Old-Age and Survivors' Insurance

(a) Pre-War

Act of 5 June 1913, as amended by the Acts of 21 March 1919, 1 November 1919, 4 December 1920, 24 December 1921, 21 April 1922, 30 August 1923 (L.S. 1923, Neth. 6); 11 March, 23 June 1925 (L.S. 1925, Neth. 2); 30 July 1926; 24 April 1929 (L.S. 1929, Neth. 4); 18 July 1930 (L.S. 1930, Neth. 3C); 1 December 1931 (L.S. 1931, Neth. 6); 29 December 1932 (L.S. 1932, Neth. 6); 7 April 1933 (L.S. 1933, Neth. 1); 17 November 1933 (L.S. 1933, Neth. 6); 29 November 1935 (L.S. 1935, Neth. 3C); 3 December 1937 (L.S. 1937, Neth. 5); and 27 April 1939.

(b) Emergency

Decree of 11 March 1942 (Staatsblad, No. C 19). Regulations made by Minister of Social Affairs on 24 February 1943 (Staatscourant, A, 1943, No. 2, 30 March 1943) setting up temporary allowances scheme.

Cf. also Circular 171 of Netherlands Shipping and Trading Committee, pp. 1 and 2, and Agreement as under 1. A new pension scheme for seamen is in preparation.

(c) Under Occupation

Decree of 9 July 1941 (Staatsblad, No. 803, 1941, p. 97).

II. Scope

1. Shipowners' Liability

Persons, including officers and masters, who have entered into an agreement with the shipowner of a Netherlands ship, other than a ship employed in State service.

Seafarers engaged in coastwise fishing are covered by general sickness and accident insurance.

2. Seafarers' Employment Injury Insurance

(a) Pre-War

Members of crews of sea-going ships which are deemed to have State service if employer is domiciled in Netherlands, or if the ship is equipped in the Netherlands and at least one half of the crew are residents of that country. “Crew” includes the master (skipper) and any person who performs work on or at a sea-going ship in the service of the owner or master, except those insured under the General Accident Insurance Scheme.

(b) Emergency

Members of crews of sea-going ships which are deemed to have
their home port in the Netherlands or Netherlands East Indies and ships serving in Surinam and Curaçao.

3. General Invalidity, Old-Age and Survivors' Insurance

(a) Pre-War

Persons, whether Netherlands subjects or not, aged 14 years or over, but not more than 34 when first entering employment, who are engaged in paid work for wages not exceeding 2,000 guldens a year within the Netherlands, or who are engaged in such paid work outside the Netherlands for an undertaking domiciled in the Netherlands, and either reside therein or serve as master or seaman on board a ship which usually ends its voyages in a Netherlands port.

A foreign worker not domiciled in the Netherlands is excluded from insurance unless he is employed in an undertaking in the Netherlands or his employer resides therein.

If a worker or his wife is assessed for property tax, or for income tax in respect of an income of more than 3,000 guldens a year, the worker is exempt from liability to insurance.

Persons aged 35 and over were admitted during the first two and one half years after the coming into force of the insurance scheme in December 1919.

(b) Emergency

Seafarers who were members of Reserve Pool but are no longer liable to compulsory sea service owing to no fault of their own.

III. Financial Resources

1. Shipowners' Liability

Shipowner individually liable.

2. Seafarers' Employment Injury Insurance

(a) Pre-War

Shipowner: Contributions covering total cost with exception of State contribution, as shown below.

State: Three quarters of compensation payable to crews of sailing ships engaged in sea-fishing and not exceeding 40 gross tons; one half of compensation for crews of other sea-fishing ships and of seagoing ships not exceeding 200 gross tons.

(b) Emergency

Government first guaranteed deficit, then took over ships and became liable in place of shipowner.

3. General Invalidity, Old-Age and Survivors' Insurance

(a) Pre-War

Shipowner: Contributions varying with the sex, age, and to
some extent, occupation of worker. Wage classes for seafarers are fixed by the Crown; seafarers may be placed in a higher class than that to which they belong according to their average annual wage (see, p. 190, XI 3).

*State:* Debit balance of the Invalidity and Old-Age Funds of preceding year plus 1,000,000 guldens in 1936 increased in each following year by 1,000,000 guldens until income balances expenditure. Part of receipts from specified taxes.

(b) *Emergency*

During emergency, benefits paid out of Waiting Pay Fund and public funds. A pension scheme for seafarers is under preparation.

IV. Administration

1. **Shipowners' Liability**

   (a) *Pre-War*

   Administration is left in the hands of the shipowner, subject to appeal to the law courts.

   (b) *Emergency*

   Administration by the Netherlands Shipping and Trade Committee, subject to appeal to the Minister of Shipping.

2. **Seafarers' Employment Injury Insurance**

   (a) *Pre-War*

   Administration by an employers' organisation named *Zee-Risico*, under supervision of the Ministry of Public Works.

   (b) *Emergency*

   *Stichting Zee-Risico* of Curaçao at London, including representatives of shipowners, seafarers and Government. Arbitration Court deals with appeals. Supervision by Ministry of Social Affairs.

3. **General Invalidity, Old-Age and Survivors’ Insurance**

   (a) *Pre-War*

   State Insurance Bank, managed by a board appointed by the Government, under the supervision of a tripartite council, assisted by labour councils.

   (b) *Emergency*

   Netherlands Shipping and Trading Committee, under supervision of Ministry of Social Affairs.
V. Risks Covered

1. SHIPOWNERS' LIABILITY

Illness occurring while seafarer is serving on board the ship and, if seafarer is incapacitated, illness occurring while seafarer is not serving on board. Death while seafarer is serving on board the ship. If the illness is due to an employment injury covered by Seafarers' Employment Injury Insurance, the shipowner is liable for medical care and repatriation only.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

(a) Pre-War

Total or partial, permanent or temporary, incapacity for work suited to the seafarer's powers before the accident and to his capabilities, or death, resulting from an accident met with in the service of the ship.

(b) Emergency

Same, including war injuries. Specified diseases, mainly tropical.

3. GENERAL INVALIDITY, OLD-AGE AND SURVIVORS' INSURANCE

(a) Pre-War

Invalidity Insurance: Incapacity, in consequence of illness or infirmity, of earning by work corresponding to the seafarer's strength and ability which, in view of his training and former occupation, can reasonably be assigned to him at the place where he is employed or was formerly employed, or a similar place in the neighbourhood, one third of the customary earnings of a mentally and physically sound person with similar training employed at such place.

Invalidity caused by misconduct is not covered.

Old-Age Insurance: Attainment of age 65.

Survivors' Insurance: Death of insured seafarer or pensioner.

(b) Emergency

Incapacity for sea service and inability to earn decent living in a suitable occupation, and seafarer not otherwise assured of adequate means of livelihood.

VI. Periods Covered

1. SHIPOWNERS' LIABILITY

Period of service on board a ship begins on day specified in ship's articles or, in default of such specification, from the day on which the articles are drawn up, and ends after day on which the seafarer is dismissed from his employment on board or resigns therefrom.

See under VI.
Remainder of period during which seafarer, while not serving on board, is under agreement with shipowner: the agreement may be concluded either for a definite period, or for a voyage or two or more voyages, or for an indefinite period, or until revoked.

2. Seafarers' Employment Injury Insurance

Period during which seafarer is member of crew.

3. General Invalidity, Old-Age and Survivors' Insurance

(a) Pre-War

Insurance during employment liable to insurance, and thereafter as follows:

(1) Insurance, with contribution payable by insured person, for six months after cessation of liability for reason other than attainment of income limit, unless worker is under 34 years of age or entitled to a superannuation allowance under other scheme in which case he may end insurance at any time (voluntary);

(2) Insurance, with contribution payable by insured person, if liability would otherwise cease because wages exceed 2,000 guldens a year, until wages amount to 3,000 guldens a year;

(3) Insurance, with contribution paid by State, during military service.

Insurance is revived if the worker again becomes liable to insurance.

(b) Emergency

Period commencing after three months' ashore in United Kingdom in Reserve Pool, if seafarer is incapacitated for sea service and consequently no longer liable to compulsory sea service, and is unable to earn a decent living in a suitable occupation, unless the seafarer is entitled to benefits under Shipowners' Liability or Seafarers' Employment Injury Insurance.

VII. Benefits in Case of Illness and/or Incapacity

A. Benefits according to Pre-War Legislation

Netherlands and Foreign Seafarers

1. Illness or Incapacity Resulting from Employment Injury

(a) On Board

Shipowner: Medical care during illness; maintenance during incapacity.

Seafarers' Employment Injury Insurance: Cash benefit during incapacity, amounting to 70 per cent. of the wages\(^1\) or fraction thereof corresponding to degree of incapacity.

\(^1\) Legal wages.
(b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* Medical care and maintenance for period ending not later than 52 weeks after date on which the seafarer was left ashore for nursing, or until return of seafarer to the Netherlands if he returns ill before the period of 52 weeks has expired. (36 weeks in sea fishing or if owner has only ships of 200 gross tons or less engaged in navigation.) Free transportation including maintenance to port in Netherlands.

*Seafarers' Employment Injury Insurance:* Cash benefit during incapacity amounting to 70 per cent. of wages or a fraction thereof corresponding to loss of earning capacity.

(ii) **After Illness.**

*Shipowner:* Free transportation including maintenance to port in Netherlands if seaman is not repatriated during illness.

*Seafarers' Employment Injury Insurance:* Cash benefit during incapacity, if incapacity continues after illness, amounting to 70 per cent. of wages or fraction thereof corresponding to the loss of earning capacity.

(c) **Ashore in Country of Ship**

*Seafarers' Employment Injury Insurance:* Cash benefit during incapacity, amounting to 70 per cent. of wages, or fraction thereof corresponding to loss of earning capacity.

2. **Other Illness or Incapacity Not Due to Seafarer's Own Fault**

(a) **On Board**

*Shipowner:* Medical care during illness; wages and maintenance during incapacity.

(b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* Medical care and maintenance during illness for period ending not later than 52 weeks after date on which the seafarer was left ashore for nursing or until return of seafarer to the Netherlands if he returns ill before the period of 52 weeks has expired. (36 weeks in sea-fishing industry or if owner has only ships of 200 gross tons or less engaged in navigation.)

Cash benefit during incapacity, amounting to 80 per cent. of wages, for period ending not later than 26 weeks after date on which the seafarer fell ill, if he falls ill ashore while not serving on board the ship, or 26 weeks after date on which he was left ashore for nursing if he falls ill while serving on board. (50 per cent. and
18 weeks in sea-fishing industry or if shipowner has only ships of 200 gross tons or less engaged in navigation.) Free transportation including maintenance to port in Netherlands.

Invalidity Insurance: Pension during invalidity to seafarer with 150 weekly contributions to his credit from end of sixth month of continuous invalidity at the rate of 260 times the average weekly contribution\(^1\), plus 11.2 per cent. of the total aggregate amount of contributions, subject to a minimum pension of 312 times the average weekly contribution.\(^2\)

(ii) After Illness.

Shipowner: Free transportation, including maintenance, to port in Netherlands, if seafarer is not repatriated during illness. Cash benefit, as above, if incapacity continues after illness, during incapacity, for remainder, if any, of period ending 26 weeks after date on which the seafarer fell ill ashore or was left ashore for nursing.

Invalidity Insurance: Pension as above, during invalidity, to seafarer with 150 weekly contributions to his credit, if, after illness, invalidity ensues with no prospect of an increase in working capacity to one third or more of full capacity, or continues after having lasted six months.

(c) Ashore in Country of Ship

Shipowner: Cash benefit during incapacity, amounting to 80 per cent. of wages for period ending not later than 26 weeks after date on which the seafarer returned ill with his ship, or if he falls ill ashore in country of ship, 26 weeks after date on which he fell ill; if the seafarer was left ashore outside the country and repatriated during illness, cash benefit during incapacity for remainder, if any, of period ending not later than 26 weeks after date on which he was left ashore outside the country.

Invalidity Insurance: Non-residential or residential care if there is danger of seafarer becoming permanently disabled and such danger can be averted by suitable care; cash benefit if seafarer who has 150 weekly contributions to his credit is placed in an institution, to wife who is disabled or aged 60 years or over and (or) to children under 14 years of age, at rate of not more than two thirds of invalidity pension that would have been due to the seafarer in case of invalidity on date when he entered the institution.

Pension, as under 2 (b) (i), to seafarer with 150 weekly contributions to his credit, after 6 months of continuous invalidity, or in case of invalidity with no prospect of an increase in working capacity to one third or more of full capacity.

Residential care to pensioner in case invalidity ensues during stay in institution, if prospect of recovery of working capacity to at least one third of full capacity.

\(^1\) Total amount of contributions paid, multiplied by 260 and divided by the number of weeks of insurance.

\(^2\) Under Occupation authorities: Wartime bonus of 50 per cent. of pension until pensioner attains age of 65, increased by one quarter if the beneficiary is married or has dependent children, and by one third in respect of each dependent child up to six.
3. Illness or Incapacity Due to Seafarer's Own Fault

(a) On Board

Shipowner: Medical care during illness, maintenance and, if cantonal judge so decides, reduced allotments during incapacity.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care and maintenance for period as under 2 (b) (i). Reduced cash benefit if cantonal judge so decides for period as under 2 (b) (i). Free transportation and maintenance to port in Netherlands.

(ii) After Illness.

Shipowner: Free transportation, including maintenance, to port in Netherlands if seafarer not repatriated during illness. Reduced cash benefit if cantonal judge so decides where incapacity continues after illness, for remainder, if any, of period as under 2 (b) (ii).

(c) Ashore in Country of Ship

Reduced cash benefit, if cantonal judge so decides, for period as under 2 (c).

B. Benefits during Emergency Period

NETHERLANDS AND FOREIGN SEAFARERS

1. Illness or Incapacity Resulting from Employment Injury

(a) On Board

Shipowner: Medical care during illness, maintenance during incapacity.

Seafarers' Employment Injury Insurance: Wages during incapacity.

(b) Ashore outside United Kingdom or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care and maintenance during illness for period ending not later than 52 weeks after date on which the seafarer was left ashore for nursing, or until return of seafarer to the United Kingdom if he returns ill before the period of 52 weeks has expired.

Seafarers' Employment Injury Insurance: Cash benefit during incapacity amounting to 100 per cent. of wages or a fraction thereof corresponding to the loss of earning capacity. Pensions to foreign seafarers are 80 per cent. of wages; they may be settled by lump sum.
(ii) After Illness.

**Seafarers’ Employment Injury Insurance:** Cash benefit, if incapacity continues after illness, during incapacity, amounting to 100 per cent. of wages or a fraction thereof corresponding to loss of earning capacity; artificial members and other prosthetic appliances and rehabilitative services.

*Netherlands Shipping and Trading Committee Administering Reserve Pool:* After recovery, 80 per cent. of seafarer’s wages excluding war bonus, plus maintenance, and shore bonus of $1 U.S. a day, until seafarer is re-engaged on a Netherlands vessel.

(c) *Ashore in United Kingdom*

**Shipowner:** Medical care and maintenance during illness for period, or for remainder of period, ending not later than 52 weeks after date on which the seafarer was left ashore for nursing in the United Kingdom or outside the United Kingdom.

**Seafarers’ Employment Injury Insurance:** Cash benefit as shown under 1 (b) (i).

2. **OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER’S OWN FAULT**

(a) **On Board**

**Shipowner:** Medical care during illness, wages and maintenance during incapacity.

(b) **Ashore outside United Kingdom or on Return Journey after Stay Ashore**

(i) **During Illness.**

**Shipowner:** Medical care and maintenance for period ending not later than 52 weeks after date on which the seafarer was left ashore for nursing, or until return of seafarer to the United Kingdom if he returns ill before the period of 52 weeks has expired.

Cash benefit during incapacity, amounting to 80 per cent. of wages, for period ending not later than 26 weeks after date on which the seafarer fell ill if he falls ill ashore while not serving on board, or 26 weeks after date on which the seafarer was left ashore, if he falls ill while serving on board.

(ii) **After Illness.**

**Shipowner:** Cash benefit, if incapacity continues after illness, as under (b) (i), during incapacity for not more than remainder, if any, of period ending 26 weeks after date on which the seafarer fell ill ashore or was left ashore for nursing.

*Netherlands Shipping and Trading Committee:* After recovery, 80 per cent. of wages excluding war bonus, plus maintenance, until seafarer is re-engaged on a Netherlands vessel.

1 The pre-war rate of 70 per cent. of wages, or a fraction thereof in case of partial incapacity, is increased by one half, subject to a maximum of 100 per cent. of wages (legal wages).
(c) Ashore in United Kingdom

Shipowner: Non-residential care and maintenance allowance\(^1\), or alternatively, residential care, during illness for period, or re­mainder of period, if any, ending not later than 52 weeks after date on which the seafarer was left ashore for nursing in the United Kingdom or outside the United Kingdom.

Cash benefit during incapacity amounting to 80 per cent. of wages for period, or remainder of period, if any, ending not later than 26 weeks after date on which the seafarer was left ashore for nursing in the United Kingdom or outside the United Kingdom, if he falls ill on board, or 26 weeks after date on which he fell ill in the United Kingdom or outside the United Kingdom, if he falls ill ashore.

Netherlands Shipping and Trading Committee: After seafarer's recovery and during his membership of Reserve Pool, 80 per cent. of wages plus maintenance until seafarer is re-engaged on a Netherlands ship.

Waiting Pay Fund: Cash allowance and maintenance if, after three months' membership of Reserve Pool, seafarer is incapable of earning his living owing to prolonged illness or nervous exhaustion, and consequently is no longer liable to compulsory sea service, provided he is not otherwise assured of adequate means of livelihood, at following rates:

**Cash allowance:**

Masters and officers: £6 to £15 a month according to rank, minus 40 per cent. of earnings, if any; minimum, 10s. a week.

Ratings: £3 to £5 10s. a month according to rank, minus 40 per cent. of earnings, if any; minimum, 5s. a week.

**Maintenance:**

Masters and officers: £2 15s. a week or free board and lodging, plus £1 5s. for wife and 5s. for first child and 2s. 6d. for each other child; maximum for all children, 10s. a week.

Ratings: £2 a week or free board and lodging, plus 17s. 6d. for wife and children's allowances as for officers.

Medical care on same conditions if seafarer's income justifies such assistance; consent of Minister of Social Affairs required except in urgent cases. Maintenance allowance not payable during residential care.

3. Illness or Incapacity Due to Seafarer's Own Fault

(a) On Board

Venereal disease if seaman does not immediately notify superiors and submit to treatment\(^2\):

\(^1\) Lodging in designated hotel or maintenance allowance at following rates:

<table>
<thead>
<tr>
<th>Status</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captain, chief engineer, first mate, purser and doctor</td>
<td>£1 a day</td>
</tr>
<tr>
<td>Other officers</td>
<td>12s. a day</td>
</tr>
<tr>
<td>Stewards</td>
<td>10s. a day</td>
</tr>
<tr>
<td>Ratings</td>
<td>7s. a day</td>
</tr>
</tbody>
</table>

\(^2\) Otherwise same rights as for illness or incapacity not due to seafarer's own fault.
Shipowner: Medical care during illness, maintenance and wages during incapacity.

Other cause:

Shipowner: Medical care during illness, maintenance during incapacity.

(b) Ashore outside United Kingdom or on Return Journey after Stay Ashore

(i) During Illness.

Venereal disease if seafarer does not immediately notify superiors and submit to treatment:

Shipowner: Medical care and maintenance during illness, for period ending not later than 52 weeks after date on which the seafarer was left ashore for nursing or until return of seafarer to United Kingdom if he returns ill before the period of 52 weeks has expired. Cash benefit amounting to 3s. a day for period as under 2 (b) (i).

Other cause:

Shipowner: Medical care and maintenance as above. Reduced cash benefit during incapacity, if competent authority so decides, for period as under 2 (b) (i).

(ii) After Recovery.

Venereal disease if seafarer does not immediately notify superiors and submit to treatment:

Shipowner: Cash benefit amounting to 3s. a day during incapacity if incapacity continues after illness, for remainder, if any, of period as under 2 (b) (ii).

Netherlands Shipping and Trading Committee: After recovery maintenance until seafarer is re-engaged on Netherlands ship. Cash benefit amounting to 3s. a day.

Other cause:

Shipowner: Reduced cash benefit if incapacity continues after illness, for remainder, if any, of period as under 2 (b) (ii).

Netherlands Shipping and Trading Committee: After recovery maintenance until seafarer is re-engaged on Netherlands ship.

(c) Ashore in United Kingdom

Venereal disease if seafarer does not immediately notify superiors and submit to treatment:

Shipowner: No allowance is paid until the seafarer submits to treatment. As soon as he does so, the following benefits become payable:

Cash benefit amounting to 3s. a day during incapacity for period,

1 Otherwise same rights as for illness or incapacity not due to seafarer's own fault.
or remainder of period, ending not later than 26 weeks after date on which the seafarer was left ashore for nursing in the United Kingdom or outside the United Kingdom if he falls ill while serving on board, or 26 weeks after date on which he fell ill in the United Kingdom or outside the United Kingdom if he fell ill ashore while not serving on board.

Other cause:

Shipowner: Medical care and maintenance as for venereal disease. Reduced cash benefit if competent authority so decides for same period as in case of venereal disease.

Netherlands Shipping and Trading Committee: After recovery and during membership of Reserve Pool, maintenance until seafarer is re-engaged on a Netherlands ship.

Waiting Pay Fund: Cash allowance, maintenance and medical care as under 2 (c) after three months’ membership of reserve pool in the United Kingdom if seafarer is capable of earning his living owing to prolonged illness or nervous exhaustion and consequently is no longer liable to compulsory sea service, provided he is not otherwise assured of adequate means of livelihood.

VIII. Benefits in Case of Death

A. Benefits according to Pre-War Legislation

NETHERLANDS AND FOREIGN SEAFARERS

1. DEATH RESULTING FROM EMPLOYMENT INJURY

(a) Death on Board

Shipowner: Funeral expenses: wages to end of month in which the seafarer dies or, if the service on board the ship would have ended in pursuance of the agreement before the end of the month, to date on which service would have ended.

Seafarers’ Employment Injury Insurance: Pension to widow if the marriage took place before the accident, until death or remarriage, at rate of 30 per cent. of wages. Lump sum equal to two annual pension payments on remarriage.

Pension to children under 16 years of age at rate of 15 per cent. of wages each if there is a widow, or 20 per cent. if there is no widow; maximum pensions for widow and children: 60 per cent. of wages.

If pensions to widow and children amount to less than 60 per cent. of wages, pension to parents or, in default of parents, to grandparents, amounting to the sum usually contributed by the seafarer to their maintenance, but not exceeding 30 per cent. of wages, until death of last survivor.

Pension to father- and mother-in-law if full pensions to other survivors aggregate less than 60 per cent. of wages, amounting to sum usually contributed by the seafarer to their maintenance, but not exceeding 30 per cent. of wages, until death of last survivor.

Maximum of aggregate pensions to all survivors: 60 per cent. of wages.
(b) *Death Ashore outside Country of Ship or on Return Journey after Stay Ashore*

*Shipowner:* If seafarer dies while serving on board, funeral expenses. Wages to end of month in which the seaman dies or, if the service on board the ship would have ended in pursuance of the agreement before the end of the month, to date on which service would have ended.

*Seafarers' Employment Injury Insurance:* Pensions to survivors as under 1 (a), whether or not such survivors are residing or staying in the country of the ship.

(c) *Death Ashore in Country of Ship*

*Shipowner:* Wages to end of month in which the seafarer dies or, if the service on board the ship would have ended in pursuance of the agreement before the end of the month, to date on which service would have ended.

*Seafarers' Employment Injury Insurance:* Pensions to survivors as under 1 (a), whether or not such survivors are residing or staying in the country of the ship.

2. *Death Not Resulting from Employment Injury*

(a) *Death on Board*

*Shipowner:* Funeral expenses: wages to end of month in which the seafarer dies or, if the service on board the ship would have ended in pursuance of the agreement before the end of the month, to date on which service would have ended.

*Survivors' Insurance:* (1) On death of seafarer who had 40 weekly contributions to his credit, pensions to survivors as follows, irrespective of their place of residence:

(i) Pension to widow aged 60 or disabled, until death or remarriage, if the marriage took place before the husband had attained the age of 60 or had been granted a pension, at rate of 312 times the average weekly contribution of the seaman.\(^1\)

(ii) Pension to children under 14 years of age, amounting to 312 times the average weekly contribution for all children, such sum being equally divided among them.

(2) On death of insured woman who had 40 weekly contributions to her credit, pension to children under 14 years of age, if they are fatherless or were maintained by their mother, at rate shown under 2 (a) (ii).

(3) On death of the husband of an insured woman who has 40 weekly contributions to her credit, pension to her children under 14 years of age at same rate as under 2 (a) (ii).

Pensions to widow and/or children not to exceed the amount of the invalidity pension to which the seafarer would have been entitled in case of invalidity on the date of his death.

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\(^1\) One and one fifth of the basic amount of the pension which the seafarer was receiving at the time of his death, or the minimum pension to which he would have been entitled in case of invalidity on the date of his death.
entitled in case of invalidity on the date of his death. Each pension is reduced proportionately if the total exceeds such amount. Where pension to children would amount to less than 26 guldens a year, it is commuted for its capital value.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

Shipowner: Funeral expenses and wages as under 1 (b).

Survivors' Insurance: Pensions to survivors as under 2 (a) if seafarer had 40 weekly contributions to his credit or was in receipt of an invalidity pension.

(c) Death Ashore in Country of Ship

Shipowner: Wages as under 1 (c).

Survivors' Insurance: Pensions to survivors as under 2 (b).

B. Benefits during Emergency Period

NETHERLANDS AND FOREIGN SEAFARERS

1. Death Resulting from Employment Injury

(a) Death on Board

Shipowner: Funeral benefit: wages to end of month in which the seafarer dies or, if the service on board the ship would have ended in pursuance of the agreement before the end of the month, to date on which service would have ended.

Seafarers' Employment Injury Insurance: Pension to widow if the marriage took place before the accident, until death or remarriage, at rate of 45 per cent. of wages. Lump sum equal to two annual pension payments on remarriage.

Pensions to children under 16 years of age at rate of 22.5 per cent. of wages each if there is a widow or 30 per cent. if there is no widow; maximum pensions for widow and children: 90 per cent. of wages. If pensions to widow and children less than 90 per cent. of wages, pension to parents or, in default of parents, to grandparents, amounting to the sum usually contributed by the seafarer to their maintenance but not exceeding 45 per cent. of wages, until death of last survivor.

Pension to father- and mother-in-law if full pensions to other survivors aggregate less than 90 per cent. of wages, amounting to sum usually contributed by the seafarer to their maintenance, but not exceeding 45 per cent. of wages, until death of last survivor.

Maximum of aggregate pensions to all survivors: 90 per cent. of wages.

If seafarer leaves children or parents who were not dependent on him, lump sum amounting to six months' wages, such sum to be equally divided among the survivors.

Pensions to dependants of foreign seafarer may be settled by lump sum payment.
SOCIAL SECURITY FOR SEAFARERS

Above pensions are paid immediately to survivors living outside Netherlands and to other survivors on termination of emergency period.

(b) Death Ashore outside Country of Ship

Shipowner: Funeral expenses: wages as under 1 (a).

Seafarers' Employment Injury Insurance: Pensions to survivors living outside Netherlands as under 1 (a); pensions to other survivors to be paid on termination of emergency period.

2. DEATH NOT RESULTING FROM EMPLOYMENT INJURY

(a) Death on Board

Shipowner: Funeral benefit: wages as under 1 (a).

Survivors' Insurance: Pensions to survivors as under pre-war legislation on termination of emergency period. A special pension scheme for seafarers is being prepared by the Netherlands Government.

(b) Death Ashore outside United Kingdom

Shipowner: If seafarer dies while serving on board, funeral benefit: wages as under 1 (a).

Survivors' Insurance: Pensions to survivors as under pre-war legislation on termination of emergency period. A special pension scheme for seafarers is being prepared by the Netherlands Government.

(c) Death Ashore in United Kingdom

Shipowner: If seafarer dies while in service of ship, funeral benefits: wages as under 1 (a).

Survivors' Insurance: Pensions to survivors as under pre-war legislation on termination of emergency period.

Netherlands Shipping and Trading Committee (Waiting Pay Fund): Funeral benefit if seafarer dies after three months' membership of the Reserve Pool ashore in the United Kingdom and after having been discharged from compulsory sea service owing to incapacity for work, if neither shipowner nor Seafarers' Employment Injury Insurance is liable for payment of such expenses.

IX. Benefits in Case of Old Age

A. Benefits according to Pre-War Legislation

NETHERLANDS AND FOREIGN SEAFARERS

1. ATTAINMENT OF PENSIONABLE AGE

Old-Age Insurance: Pension to seafarer on attainment of age 65 who entered insurance before attaining the age of 35 years or who has 24 contribution years to his credit, at rate of 260 times the average weekly contribution, plus 11.2 per cent. of the total
aggregate amount of contributions to his credit, subject to a minimum pension of 312 times the average weekly contribution.¹

Pension to seafarer who does not satisfy the above qualifying conditions but was admitted during the transitional period of two and one half years after the inception of the pension scheme, if he has to his credit 47 contribution weeks for every 52 weeks of the period beginning on the date on which the scheme came into force and ending on the date when the seafarer attained the age of 60, and 39 contribution weeks for every 52 weeks after the period beginning when he attained the age of 60 and ending on the date when he attains the age of 65; amount of pension: 156 guldens a year.¹

2. DEATH OF PENSIONER

Old-Age and Survivors’ Insurance: On death of beneficiary of old-age pension, pension to the widow as in case of death not resulting from employment injury.

B. Benefits during Emergency Period

NETHERLANDS AND FOREIGN SEAFARERS

1. DISABILITY FOR SEA SERVICE DUE TO OLD AGE

Netherlands Shipping and Trading Committee (Waiting Pay Fund): Cash allowance and maintenance if, after three months membership of reserve pool, seafarer is incapable of earning his living owing to old age and, consequently, is no longer liable to compulsory sea service, provided he is not otherwise assured of adequate means of livelihood, at following rates:

Cash Allowance:

Masters and officers: £6 to £15 a month according to rank, minus 40 per cent. of earnings, if any; minimum, 10s. a week.

Ratings: £3 to £5 10s. a month according to rank, minus 40 per cent. of earnings, if any; minimum, 5s. a week.

Maintenance:

Masters and officers: £2 15s. a week or free board and lodging, plus £1 5s. for wife and 5s. for first child, plus 2s. 6d. for each other child; maximum for all children, 10s. a week.

Ratings: £2 a week or free board and lodging, plus 17s. 6d. for wife and children’s allowances as for officers. Medical care on same conditions, if seafarer’s income justifies such assistance; consent of Minister of Social Welfare required except in urgent cases. Maintenance allowance not payable during residential care.

2. DEATH OF SEAFARER IN RECEIPT OF DISABILITY ALLOWANCE

Netherlands Shipping and Trading Committee (Waiting Pay Fund): Funeral benefit if seafarer dies after three months’ mem-

¹ Under Occupation: wartime bonus of 25 per cent. of pension, increased by one fourth if beneficiary is married or has dependent children, and by one fifth for each dependent child up to six.
bership of Reserve Pool ashore in United Kingdom and subsequent discharge from compulsory service as under 1, if no funeral benefit payable by shipowner or Seafarers' Employment Injury Insurance.

X. Nature of Medical Care Provided

1. SHIPOWNERS' LIABILITY

Suitable nursing and medical care not further specified.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

Emergency

Artificial limbs and other prostheses, and rehabilitation services for invalid seafarers.

3. GENERAL INVALIDITY, OLD-AGE AND SURVIVORS' INSURANCE

Non-residential care by general practitioner or specialist, including surgical treatment, or, alternatively, residential care in a medical institution.

XI. Wages or Earnings Serving as Basis for Computation of Benefits and/or Contributions

1. SHIPOWNERS' LIABILITY

Wages fixed at time rate in money; if wages are fixed per voyage, the time wages serving as basis for benefits are computed by relating the aggregate of the wages agreed per voyage to the presumed duration of the voyage.

Money wages of seamen engaged in sea fishing, fixed in relation to the produce of the catch, are taken into account, being estimated at their probable amount for a given period.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

Legal wages for each rank are fixed by Ministerial Decree. These legal wages are only partly based on actual wages.

3. GENERAL INVALIDITY, OLD-AGE AND SURVIVORS' INSURANCE

Wage classes serving for the calculation of contributions for seafarers are fixed by the Crown. Seafarers may be placed in a higher class than that to which they belong according to their average annual wage. In computing wages, the value of gratuities and other sums received from third parties, and of board and lodging is included. The value of allowances in kind is estimated by the labour council at the place where the ship usually lies when not sailing. If the amount earned is variable, the average income of the last three years during which a variable income was received is taken as the basis.
Norway

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I. Legal Bases

1. SHIPOWNERS' LIABILITY

Seamen's Act of 16 February 1923 (Legislative Series, 1923, Nor. 1), as amended by Acts of 19 June 1931 (L.S. 1931, Nor. 1), 7 June 1935 (L.S. 1935, Nor. 2) and 16 June 1939 (L.S. 1939, Nor. 2).

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

   (a) Pre-War

Seamen's Accident Insurance Act of 24 June 1931 (L.S. 1931, Nor. 4), as amended by Act of 10 July 1936 (L.S. 1936, Nor. 3)

(b) Emergency


3. General Sickness Insurance

(a) Pre-War

Sickness Insurance Act of 6 June 1930 (L.S. 1930, Nor. 2), as amended by Acts of 27 May 1932 (L.S. 1932, Nor. 4), 16 June 1933 (L.S. 1933, Nor. 1), 25 June 1935 (L.S. 1935, Nor. 3), 10 July 1936 (L.S. 1936, Nor. 2), 17 June 1937 (L.S. 1937, Nor. 4), 24 June 1938 (L.S. 1941, Nor. 1), and 20 May 1939 (L.S. 1941, Nor. 1).

(b) Emergency

Provisional Order of 28 November 1941 as amended by Orders of 5 February 1943 and 9 March 1945.

4. General Old-Age Assistance

(a) Pre-War

Old-Age Pensions Act of 16 July 1936 (L.S. 1936, Nor. 4), as amended by Acts of 17 June 1937 (L.S. 1937, Nor. 5) and 24 June 1938 (L.S. 1938, Nor. 4).

(b) Emergency

Special administrative practice during emergency period.

5. General Unemployment Insurance

(a) Pre-War

Unemployment Insurance Act of 24 June 1938 (L.S. 1938, Nor. 3).

(b) Emergency

See under Reserve Pool.

II. Scope

1. Shipowners' Liability

Masters and seamen on Norwegian ships not in service of Royal Navy, including all persons employed by owner or master of ship; other persons engaged on board are entitled to medical care only.
2. Seafarers’ Employment Injury Insurance

(a) Pre-War

Norwegian persons engaged to serve on board by owner or master of Norwegian ships engaged in foreign or home trade with gross tonnage of 50 registered tons or more, or engaged mainly in passenger traffic; caterers and their staff and wireless operators on such ships whether employed by shipowner or not; persons employed in Norwegian whaling and sealing expeditions in Arctic or Antarctic regions or at permanent whaling stations outside the country; marine conscripts. Foreign seafarers, except under reciprocity treatment, receive only hospital care and, to some extent, funeral benefit. Fishermen not members of crews, as defined, are covered by special scheme unless the seafarers’ scheme is more favourable. Norwegian subjects on foreign ships or at foreign whaling stations which have representatives in Norway may be insured, provided contributions are paid in advance for calendar year.

(b) Emergency

Persons insured according to pre-war law who serve on ships or are engaged on expeditions or at stations under authority of State.

3. General Sickness Insurance

(a) Pre-War

Seafarers, 15 years of age or over, working in Norway, whose annual income does not exceed 6,000 kroner. Norwegian subjects or permanent residents of Norway serving on board Norwegian foreign-going ships or employed by Norwegian whaling and sealing expeditions, or at Norwegian permanent whaling stations outside the country, irrespective of income. Fishermen insured under special chapter.

A Norwegian citizen residing in Norway who takes part in foreign whaling or sealing expeditions, or is employed at foreign stations abroad, or employed on foreign ships, which have a representative in Norway can insure voluntarily if admitted to accident insurance under Act respecting accident insurance for Norwegian members of crews of foreign ships.

(b) Emergency

Norwegian subjects or permanent residents of Norway employed on Norwegian ships or in hunting expeditions or at whaling stations under authority of the State. Also while in reserve pool or registered with consul as seafarers.

4. General Old-Age Assistance

Norwegian citizens residing in Norway. Seafarers are deemed to be resident in the commune in which the shipping firm has its offices, if no other residence can be established.

5. General Unemployment Insurance

(a) Pre-War

Seafarers, 15 years and over, working in Norway; Norwegian subjects or permanent residents of Norway serving on board Nor-
Norwegian foreign-going ships or employed by Norwegian whaling and sealing expeditions or at permanent whaling stations outside the country. Important exception: seafarers whose incomes are below 300 kroner or exceed 6,000 kroner a year.

(b) Emergency
Seafarer is member of Reserve Pool during unemployment.

III. Financial Resources

1. Shipowners' Liability
Shipowner individually liable.

2. Seafarers' Employment Injury Insurance
Shipowner: Total contribution.

3. General Sickness Insurance
Rates of contribution fixed by State Insurance Institution.

(a) Pre-War
Seafarer: Six ninths of contribution.
Shipowner: One ninth of contribution.
State: One ninth of contribution.
Municipality: One ninth of contribution.

(b) Emergency
Contribution as of 1 October 1944: Total 30 kroner.

Seafarer: 12 kroner
Shipowner: 7 kroner
State: 11 kroner
if seafarer's monthly wage not in excess of £50.
State guarantees benefits.

4. General Old-Age Assistance

(a) Pre-War

Seafarer: If resident, aged 18 to 70, with an annual income of 800 kroner in town, and 600 in the country: 1 per cent. of his income into the old-age fund.

Commune of Residence: One eighth of cost of basic pensions and of funeral benefits, as well as residual cost of scheme. The basic pension is fixed by law for the whole country, while the actual pension varies according to the cost of living in each community (see p. 211, IX A 1).

State: One half of cost of basic pensions and funeral benefits (as temporary measure, three eighths of cost).

Old-Age Fund: Three eighths of cost of basic pensions and funeral benefits (as temporary measure, one half of cost).
Public funds.

5. **General Unemployment Insurance**

(a) **Pre-War**

*Seafarer:* 0.18 kroner to 0.50 kroner a week, according to income class.

*Shipowner:* Same contribution as seafarer. Total contribution approximates 5 per cent. of average wages in each class.

*Commune:* One fourth of contributions of seafarer and shipowners.

*State:* Expenditure in excess of contribution income and communal grant.

(b) **Emergency Reserve Pool.**

IV. **Administration**

1. **Shipowners' Liability**

Supervision and settlement of disputes by consuls, subject to appeal to court of justice.

2. **Seafarers' Employment Injury Insurance**

(a) **Pre-War**

State Insurance Institution. Settlement of disputes by Appeal Board on which shipowners and seafarers are represented, subject to appeal to the law courts on questions of law.

(b) **Emergency**

Provisional Board of Insurance appointed by the King, consisting of three members: the Chairman, one member representing shipowners, and one representing seafarers. Settlement of disputes by provisional Board of Appeal on which shipowners, and seafarers are represented, subject to appeal to law courts on questions of law.

3. **General Sickness Insurance**

(a) **Pre-War**

Sickness insurance funds in each commune under supervision of State Insurance Institution.

(b) **Emergency**


4. **General Old-Age Assistance**

(a) **Pre-War**

Pensions Board in the Ministry of Social Welfare, and pensions committees in each commune.
(b) *Emergency*

The Norwegian Shipping and Trade Mission and the Ministry of Commerce administer a special pension scheme introduced for the duration of the war.

5. **General Unemployment Insurance**

(a) *Pre-War*

Unemployment insurance and employment exchanges are administered under the central direction of the Ministry of Social Welfare by special institutions. Contributions are collected together with sickness insurance contributions by the sickness insurance funds. The latter pay out the benefit on instructions from the communal employment exchange.

(b) *Emergency*

Reserve Pool.

V. **Risks Covered**

1. **Shippers' Liability**

Illness, and/or incapacity for work or inability to take employment corresponding to that the seafarer had when he left the ship due to disease or traumatic injury, unless contracted through the seafarer's own fault or concealed at the time of his engagement; death of seafarer while he is in the service of the ship, or after leaving the ship if the seafarer dies as a result of an illness in respect of which the shipowner was still responsible for medical care when the death occurred.

2. **Seafarers' Employment Injury Insurance**

Illness and/or incapacity for work due to bodily injury caused by an accident, or death due to an accident, and illness and/or incapacity and death due to a climatic or epidemic disease (including scurvy or beri-beri) or to specified occupational diseases. Death on whaling or sealing expeditions during winter in Arctic waters, irrespective of the cause.

3. **General Sickness Insurance**

Illness of seafarer or dependant and/or incapacity for work or abstention from work of seafarer necessary to bring about recovery during membership; death of seafarer during membership or after cessation of membership if incapacity lasts until death and death was due to same illness that caused incapacity and occurred within

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1 Master: Inability to command vessel.
2 Illness occurring at time when seafarer was not insured does not entitle to cash benefit unless the illness showed no symptoms for at least a year—see, however, p. 214, XII A(1)(a). Illness occurring during first 14 days of insurance does not entitle to benefit.
SOCIAL SECURITY SERVICES: NORWAY

one year of the cessation of sick benefit, unless such death is covered by Seafarers' Employment Injury Insurance. Restricted benefits only are granted if the illness is contracted wilfully or in a state of inebriety.

4. GENERAL OLD-AGE ASSISTANCE

(a) Pre-War
Attainment of age 70. Death of pensioner.

(b) Emergency
Attainment of age 60. Death of pensioner.

5. GENERAL UNEMPLOYMENT INSURANCE

(a) Pre-War
Unemployment, through no fault of his own, of seafarer who is capable of work and has been registered as unemployed for at least six days within the last preceding nine days, and who is in Norway.

(b) Emergency
Seafarer is member of Reserve Pool.

VI. Periods Covered

1. SHIPOWNERS' LIABILITY

Period during which seafarer is in service of ship.

2. SEAFARERS' EMPLOYMENT INJURY INSURANCE

Insurance from time when seafarer enters his employment until the time when he leaves it, including period of transport from shore to ship and from ship to shore, and any journey to and from the ship in Norway or outside Norway if taken at the expense of the shipowner or the State.

3. GENERAL SICKNESS INSURANCE

(a) Pre-War

(1) Insurance, with contribution, from commencement of employment to termination of employment including: (a) time spent in travelling to and from a ship or hunting expedition or station if the voyage is made at the employer's expense; and (b) time spent in voyage of repatriation in connection with termination of employment if made at expense of State;

(2) Insurance, without contribution, during service in armed forces or illness after termination of employment, as long as service lasts or cash benefit or residential care is provided under Sickness Insurance or as long as active treatment is given for invalidity
of at least 50 per cent. under Seafarers' Employment Injury Insurance, but for not more than 39 weeks in respect of one and the same illness, and 26 weeks in one benefit year (in case of cancer or tuberculosis, 39 weeks in one benefit year);

(3) Insurance, without contribution, during repatriation on account of illness, whether due to employment injury or not;

(4) Insurance, without contribution, during receipt of maternity benefit or residential care in a maternity home if the liability to insurance would otherwise have ceased on account of pregnancy during the last 8 weeks preceding the confinement;

(5) Insurance, during unemployment after three months of insurance, for one week without contribution and thereafter during receipt of unemployment benefit (including waiting period), the contribution being paid by the Unemployment Fund.

(b) Emergency

Same provisions except that insurance with contributions continues during membership of Reserve Pool organised by the Norwegian State, or during receipt of wages, according to law or agreement.

4. General Unemployment Insurance

(a) Pre-War

Period of employment as under 3 (a), and periods during which seafarer is in receipt of cash benefit under General Sickness Insurance.

(b) Emergency

Seafarer is member of Reserve Pool.

VII. Benefits in Case of Illness and/or Incapacity

A. Benefits according to Pre-War Legislation

NORWEGIAN SEAFARERS

1. Illness or Incapacity Resulting from Employment Injury (Norwegian)

(a) On Board

Shipowner: Wages and maintenance during incapacity, nursing during illness.

Seafarers' Employment Injury Insurance: Medical care during illness.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care and maintenance after seafarer leaves hospital for remainder of period ending not later than 12 weeks.
after date on which the seafarer was discharged or the ship left the port where he was put ashore.

During incapacity, wages minus family benefit from Employment Injury Insurance during period ending not later than one month for ratings, two months for officers and three months for masters after date on which the service terminated or the seafarer was discharged.

**Seafarers' Employment Injury Insurance**: Residential care, and family cash benefit amounting to 20 per cent. of wages for wife and 15 per cent. for each child under 15 years of age (or 20 per cent. if there is no wife); maximum for wife and children, 50 per cent. of wages. Family benefit paid to shipowner while liable for wages. Free transportation, including maintenance, to seaman's domicile in Norway refunded to shipowner.

(ii) *After Illness.*

**Shipowner**: Wages, if incapacity continues after illness, for remainder (if any) of period ending not later than one month for ratings, two months for officers and three months for masters after date on which the service terminated or the seafarer was discharged. Maintenance, if incapacity continues after illness, for remainder (if any) of period ending not later than 12 weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore.

**Seafarers' Employment Injury Insurance**: Free transportation, including maintenance, to domicile of seaman in Norway, refunded to shipowner.¹

(c) *Ashore in Country of Ship*

**Shipowner**: Wages, during incapacity, for a period ending not later than one month for ratings, two months for officers and three months for masters after date on which the service terminated or the seafarer was discharged in the country of the ship, minus cash benefit or pension from Seafarers' Employment Injury Insurance.

**Seafarers' Employment Injury Insurance**: Non-residential care from date of injury, or from date on which the seafarer was examined by a doctor after returning to country during illness; cash benefit during incapacity amounting to 60 per cent. of earnings or fraction thereof corresponding to degree of incapacity; alternatively, residential care and family cash benefit as long as needed.

If incapacity of 8½ per cent. or more continues after illness or after the seafarer's return to the country, pension amounting to 60 per cent. of earnings, or fraction thereof corresponding to degree of incapacity, from date on which medical care ceased, or, if the

¹ Seafarer covered by General Sickness Insurance during repatriation.
² If the seafarer is insured against sickness, Sickness Insurance provides care and cash benefit during the first 39 weeks (26 in one year), unless the seafarer is a member of the crew of a ship engaged in foreign trade or in whaling or sealing expeditions in Arctic or Antarctic regions or employed at whaling stations outside the country of the ship.
³ In case of climatic or epidemic disease, medical care for not more than 26 weeks (6 months).
seafarer returned after receiving care outside the country, from date on which he reports to the State Insurance Institution for examination; where compensation would amount to less than 12 per cent., but not less than 5 per cent. of earnings, a lump sum equal to three years' pension payments.

Cash benefit or pension paid to shipowner while liable for wages.

2. OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER'S OWN FAULT (NORWEGIAN)

(a) On Board

Shipowner: Wages and maintenance during incapacity; medical care during illness, the shipowner receiving cash benefit from Sickness Insurance while providing maintenance.

General Sickness Insurance: Cash benefit paid from the fourth day of incapacity to shipowner who provides care for not more than 39 weeks in respect of same illness, or 26 weeks in one benefit year, at rate of 0.80 kroner to 4 kroner a day, according to income class, if incapacity is total, or one half of rate if incapacity is partial.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Tuberculosis and venereal disease (infectious) at time of discharge:

Shipowner: Wages, minus family benefit from Sickness Insurance, during incapacity, for period ending not later than one month for ratings, two months for officers and three months for masters, after date on which the service terminated or the seafarer was discharged, in case of tuberculosis only.

State: Medical care and maintenance for period ending not later than 12 weeks after date on which the service terminated. Thereafter, cost of care in excess of refunds made by Sickness Insurance to shipowner (see below), if seafarer is without means. Free transportation, including maintenance, to seafarer's domicile in Norway.

General Sickness Insurance: Cost of residential care after twelfth week for remainder of a period of 39 weeks of residential care, but not in excess of what care would have cost in Norway, refunded to shipowner who is responsible for securing such care. Family benefit during whole period of residential care; paid to shipowner while liable for wages.

1 Benefit year: twelve months as counted from first day on which benefits were paid. In calculating the duration of cash benefit or residential care, periods of incapacity due to the same illness and interrupted by less than one year of contributions, and periods during which benefit received from Seafarers' Employment Injury Insurance or from State under Seamen's Act or from military authorities are added up. After 39 weeks of cash benefit or residential care in respect of same illness, no further cash benefit or residential care is granted in respect of that illness until two contribution years have elapsed.

2 During the war, allowances in respect of children under 15 years of age were introduced at the same rates as under unemployment insurance (see p. 213, XI A).

3 Not more than 26 weeks in one year in case of venereal disease.
Other cause:

Shipowner: Cost of medical care and maintenance in excess of amounts refunded by Sickness Insurance, for period ending not later than 12 weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore; wages, minus family benefit from Sickness Insurance, for period ending not later than one month for ratings, two months for officers and three months for masters after date on which the service terminated or the seafarer was discharged. Free transportation, including maintenance, to seafarer’s domicile in Norway.

State: Cost of medical care and maintenance in excess of amounts refunded by Sickness Insurance after twelfth week, if seafarer is without means.

General Sickness Insurance: Cost of non-residential care as long as needed or of residential care for 39 weeks, but not in excess of what care would have cost in Norway, refunded to shipowner who is responsible for securing such care. Family benefit during residential care, paid to shipowner while liable for wages.

(ii) After Illness.

Tuberculosis and venereal disease (infectious) at time of discharge:

State: Free transportation, including maintenance, to seafarer’s domicile in Norway, if seafarer was not repatriated during illness.

Other cause:

Shipowner: Free transportation, including maintenance, to domicile in Norway, if seafarer was not repatriated during illness. Wages, if incapacity continues after illness, during incapacity, for remainder, if any, of period ending not later than one month for ratings, two months for officers, and three months for masters after date on which the service terminated or the seafarer was discharged. Maintenance, if incapacity continues after illness, during incapacity for remainder, if any, of period ending not later than 12 weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore.

(c) Ashore in Country of Ship

Tuberculosis (infectious) at time of discharge:

Shipowner: Wages, minus cash or family benefit from Sickness Insurance, during incapacity, for period ending not later than one month for ratings, two months for officers and three months for masters after date on which the service terminated or seafarer was discharged.

State: Medical care and maintenance for period ending not later than six weeks after date on which the service terminated.

General Sickness Insurance: Non-residential care from end of sixth week, as long as needed, and cash benefit, during incapacity

1 Not more than 26 weeks in one year in case of venereal disease.

2 Seafarer remains insured against sickness during repatriation, but is exempted from payment of contributions.
from date on which service terminated for not more than 39 weeks in respect of same illness; alternatively, residential care from end of sixth week for not more than 33 weeks, and family benefit, from date on which service terminated for not more than 39 weeks, at rate of one fourth of cash benefit for one dependant, one half for two or three dependants and three fourths for more dependants. Cash or family benefit paid to shipowner while liable for wages.

Other cause:

**Shipowner:** Wages, minus cash or family benefit from Sickness Insurance, during incapacity for period, or remainder of period, ending not later than one month for ratings, two months for officers and three months for masters after date on which the service terminated or the seafarer was discharged, whether in or outside the country of the ship.

**General Sickness Insurance:** Non-residential care as long as needed, and cash benefit from fourth day of incapacity, or, if incapacity started on board, from date on which service terminated, for not more than 39 weeks in respect of same illness, nor more than 26 weeks in one benefit year\(^1\); alternatively, residential care and family benefit both for 39 weeks, and thereafter non-residential care only. Cash or family benefit paid to shipowner while liable for wages.

3. **ILLNESS OR INCAPACITY DUE TO SEAFARER'S OWN FAULT (NORWEGIAN)**

(a) **On Board**

**General Sickness Insurance:** Medical care and family benefit.

(b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

**Venereal disease (infectious):**

**State:** Medical care and maintenance for period ending not later than 12 weeks after date on which the service terminated.

**General Sickness Insurance:** Cost of non-residential care from end of 12th week, as long as needed, or, at option of Sickness Insurance, residential care for not more than 27 weeks (14 weeks in one year), but not in excess of what care would have cost in Norway, refunded to shipowner who is responsible for securing such care. Family benefit during incapacity for not more than 39 weeks\(^2\), whether residential or non-residential care.

**Other cause:**

**General Sickness Insurance:** Cost of non-residential care as long as needed, or, at option of Sickness Insurance, residential care for 39 weeks, but not in excess of what care would have cost in Norway, refunded to shipowner who is responsible for securing such care.

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\(^1\) In case of cancer, 39 weeks in one year.

\(^2\) Not more than 26 weeks in one year.
Family benefit during incapacity for not more than 39 weeks, whether residential or non-residential care.

(ii) After Illness.
   No provisions.

(c) Ashore in Country of Ship

   General Sickness Insurance: Non-residential medical care and family cash benefit (residential care optional) as under 3 (b) (i) (Other cause).

   Seafarer: Receives no wages nor cash benefit other than family benefit.

FOREIGN SEAFARERS

1. ILLNESS OR INCAPACITY RESULTING FROM
   EMPLOYMENT INJURY (FOREIGN)

   (a) On Board

   Shipowner: Wages and maintenance during incapacity; medical care during illness.

   (b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

   (i) During Illness.

   Shipowner: Medical care and maintenance after seafarer leaves hospital for remainder, if any, of period ending six weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore. Wages during incapacity for period ending not later than one month for ratings, two months for officers, and three months for masters after date on which the service terminated or the seafarer was discharged.

   Seafarers' Employment Injury Insurance: Residential care as long as needed.

   (ii) After Illness.

   Shipowner: Maintenance after seafarer leaves hospital if incapacity continues, for remainder, if any, of period ending not later than six weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore.

   (c) Ashore in Country of Ship

   Shipowner: Medical care and maintenance after seafarer leaves hospital if illness continues, or maintenance only if incapacity continues, but not illness, for remainder, if any, of period ending not later than six weeks after date on which seafarer was discharged or the ship left the port where he was put ashore. Wages during incapacity for period ending not later than one month for ratings.

1 If seafarer covered by reciprocity agreement, same rights as Norwegians under Seafarers' Employment Injury Insurance. Such agreement with Denmark, Iceland, Netherlands and Sweden.
two months for officers, and three months for masters, after date on which the service terminated or the seafarer was discharged.

*Seafarers' Employment Injury Insurance:* Residential care during illness as long as needed.

2. **OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER'S OWN FAULT (FOREIGN)**

(a) *On Board*

*Shipowner:* Wages and maintenance during incapacity and medical care during illness.

(b) *Ashore outside Country of Ship or on Return Journey after Stay Ashore*  

(i) *During Illness.*

**Tuberculosis (infectious) at time of discharge:**

*Shipowner:* Wages during incapacity for period ending not later than one month for ratings, two months for officers, three months for masters after date on which the service terminated or the seafarer was discharged.

*State:* Medical care and maintenance for period ending not later than six weeks after service terminates; same provided thereafter if seafarer has no means.

**Other cause:**

*Shipowner:* Medical care and maintenance for period ending not later than six weeks from date on which the seafarer was discharged or the ship left the port where he was put ashore. Wages during incapacity for period ending not later than one month for ratings, two months for officers, three months for masters, after date on which the service terminated or the seafarer was discharged.

*State:* Medical care and maintenance from end of sixth week if seafarer has no means.

(ii) *After Illness.*

*Shipowner:* Maintenance if incapacity continues for remainder of period ending not later than six weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore. Wages, if incapacity continues, for remainder of period ending not later than one month for ratings, two months for officers, and three months for masters after date on which the service terminated or the seafarer was discharged.

(c) *Ashore in Country of Ship*

**Tuberculosis (infectious) at time of discharge:**

*State:* Medical care and maintenance for period ending not later than six weeks after service terminates; same provided thereafter if seafarer has no means.

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1. If seafarer resides normally in Norway, he is entitled to the same benefits from Sickness Insurance as Norwegian seafarers.
2. If reciprocity agreement, 12 weeks.
later than six weeks\(^1\) after date on which the service terminated.

**Shipowner:** Wages during incapacity for period ending not later than one month for ratings, two months for officers, and three months for masters after date on which the service terminated or the seafarer was discharged.

**Poor Law Authorities:** Medical care and maintenance from end of sixth week\(^1\) if seafarer has no means.

**Other cause:**

**Shipowner:** Medical care and maintenance, or maintenance only if incapacity continues after illness for period, or remainder of period, ending not later than six weeks\(^1\) after date on which seafarer was discharged or the ship left the port where he was put ashore in the country of the ship or outside the country.

**Poor Law Authorities:** Medical care and maintenance from end of sixth week\(^1\) if seaman has no means.

### 3. ILLNESS OR INCAPACITY DUE TO SEAFARER'S OWN FAULT (FOREIGN)

#### (a) On Board

No provision.

#### (b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

No provision.

#### (c) Ashore in Country of Ship

**Poor Law Authorities:** Medical care and maintenance if seafarer is without means.

### B. Benefits during Emergency Period

**NORWEGIAN SEAFARERS**

#### 1. ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY (NORWEGIAN)

##### (a) On Board

**Shipowner:** Wages and maintenance during incapacity; nursing during illness.

**Seafarers' Employment Injury Insurance:** Medical care during illness.

##### (b) Ashore outside Country of Ship

**Shipowner:** Basic wages during incapacity minus family benefit from Seafarers' Employment Injury Insurance for period ending not later than one month for ratings and two months for officers, after

\(^1\) If reciprocity agreement, 12 weeks.
date on which the service terminated or the seafarer was discharged. Masters are entitled to three months' wages, irrespective of the duration of incapacity.

**Seafarers' Employment Injury Insurance:** Residential care and family benefit according to pre-war rates if dependants of seafarers live outside Norway, plus supplement to meet increased cost of living. If the dependants live in Norway, family benefit will be paid after the war.

Alternatively, non-residential care and maintenance allowance, plus family benefit as above.

If, after illness, incapacity of $8\frac{1}{3}$ per cent. or more continues, pension amounting to 60 per cent. of earnings, or fraction thereof corresponding to the degree of incapacity, from the date on which medical care ceases; where compensation would amount to less than 12 per cent. but not less than 5 per cent. of earnings, a lump sum equal to three years' pension payments. Maintenance allowance may be granted to meet increased cost of living on condition that invalid seafarer submits to care or rehabilitation measures prescribed.

2. **Other Illness or Incapacity Not Due to Seafarer's Own Fault (Norwegian)**

(a) **On Board**

**Shipowner:** Wages and maintenance during incapacity; medical care during illness, the shipowner receiving family benefit from Sickness Insurance while providing maintenance.

**General Sickness Insurance:** Family benefit to shipowner for not more than 52 weeks.

(b) **Ashore outside Country of Ship**

(i) **During Illness.**

**Shipowner:** Wages during incapacity for period ending not later than one month for ratings, two months for officers and three months for masters after date on which the service terminated or the seafarer was discharged.

**General Sickness Insurance:** Residential care and family benefit at rates fixed by Ministry of Social Affairs, both for not more than 52 weeks. Alternatively, non-residential care as long as needed, and maintenance allowance for not more than 52 weeks plus family benefit during incapacity for not more than 52 weeks. Family benefit not payable while shipowner is liable for wages.

(ii) **After Illness.**

Seafarer becomes member of Reserve Pool and receives waiting pay until re-engaged on Norwegian ship, on certain conditions.

3. **Illness or Incapacity Due to Seafarer's Own Fault (Norwegian)**

(a) **On Board**

**General Sickness Insurance:** Medical care and family benefit.
(b) Ashore outside Country of Ship

General Sickness Insurance: Non-residential care as long as needed or residential care at option of Sickness Insurance, for not more than 52 weeks; family benefit in either case, for not more than 52 weeks.

FOREIGN SEAFARERS

1. ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY (FOREIGN)\(^1\)

(a) On Board

Shipowner: Medical care during illness; wages and maintenance during incapacity.

(b) Ashore outside Country of Ship

Shipowner: Wages during incapacity for period ending not later than one month for ratings, two months for officers, and three months for masters, after date on which the service terminated or the seafarer was discharged.

Seafarers' Employment Injury Insurance: Residential care as long as needed.

2. OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER'S OWN FAULT (FOREIGN)

(a) On Board

Shipowner: Medical care during illness.

(b) Ashore outside Country of Ship

Shipowner: Medical care during illness and maintenance during incapacity for period ending not later than six weeks\(^2\) after date on which the seafarer was discharged or the ship left the port where the seafarer was put ashore.

Wages during incapacity for period ending not later than one month for ratings, two months for officers, and three months for masters after date on which the service terminated or the seafarer was discharged.

3. ILLNESS OR INCAPACITY DUE TO SEAFARER'S OWN FAULT (FOREIGN)

(a) On Board

No provision.

(b) Ashore outside Country of Ship

No provision.

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\(^1\) If covered by reciprocity agreement, same rights as Norwegian seafarers under pre-war legislation.

\(^2\) If reciprocity agreement, 12 weeks.
(c) Ashore in Country of Ship

State: Medical care and maintenance if seafarer is without means.

VIII. Benefits in Case of Death

A. Benefits according to Pre-War Legislation

NORWEGIAN SEAFARERS

1. DEATH RESULTING FROM EMPLOYMENT INJURY
   (NORWEGIAN)

   (a) Death on Board

   Shipowner: Funeral expenses, minus benefit from Seafarers' Employment Injury Insurance.
   Wages to widow or child under 18 years of age for one month as counted from date of death or date on which seafarer's right to wages ceased.

   Seafarers' Employment Injury Insurance: Funeral benefit not exceeding 150 kroner, payable to shipowner if liable for funeral expenses. Pension, if the marriage took place before the accident, to widow, until death or remarriage, or to incapacitated widower during incapacity, amounting to 20 per cent. of the seafarer's earnings. A lump sum equal to three annual pension payments on remarriage. Pension to each child under 15 years of age, amounting to 15 per cent. of earnings if mother or father alive, or 20 per cent. if both parents dead; if both parents were insured and died as a result of an employment injury, 15 per cent. of mother's earnings plus 15 per cent. of father's earnings. Pensions to widow or widower and children not to exceed 50 per cent. of earnings. Pension to parents dependent on seafarer for their main support, while in need of aid, amounting to 20 per cent. of the seafarer's earnings if there are no widow or widower or children entitled to pensions; and to difference between 50 per cent. of earnings and widow's and/or children's pension otherwise. Pension equally divided among parents. Pension at same rates to grandparents dependent on the seafarer for their main support while in need of aid, if there are no parents entitled to pension.

   (b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

   Shipowner: Funeral expenses, minus benefit from Seafarers' Employment Injury Insurance, if the seafarer dies while the shipowner is liable for medical care.

   Seafarers' Employment Injury Insurance: Funeral benefit not exceeding 150 kroner; payable to shipowner if liable for funeral expenses. Pensions to survivors as under 1 (a).

   (c) Death Ashore in Country of Ship

   Seafarers' Employment Injury Insurance: Funeral benefit not exceeding 75 kroner. Pensions to survivors as under 1 (a).
2. Death Not Resulting from Employment Injury
(Norwegian)

(a) Death on Board

Shipowner: Funeral expenses minus benefit from Sickness Insurance. Wages to widow or child under 18 years of age for one month as counted from date of death or date on which the seafarer’s right to wages ceased.

General Sickness Insurance: Funeral benefit not exceeding 75 kroner; payable to shipowner if liable for funeral expenses.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

Tuberculosis (infectious):
State: Funeral expenses.
Other cause:
Shipowner: Funeral expenses, minus benefit from Sickness Insurance, if seafarer dies while shipowner is liable for medical care.

General Sickness Insurance: Contribution to funeral expenses not exceeding 75 kroner; payable to shipowner if liable for funeral expenses.

(c) Death Ashore in Country of Ship

General Sickness Insurance: Contribution to funeral expenses not exceeding 75 kroner.

FOREIGN SEAFARERS

1. Death Resulting from Employment Injury (Foreign)

(a) Death on Board

Shipowner: Funeral expenses, minus benefit from Seafarers' Employment Injury Insurance. Wages to widow or child under 18 years of age for one month as counted from date of death or date on which the seafarer's right to wages ceased.

Seafarers' Employment Injury Insurance: Funeral benefit not exceeding 150 kroner payable only to shipowner who is liable for funeral expenses.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

Shipowner: Funeral expenses, minus benefit from Seafarers' Employment Injury Insurance, if the seafarer dies while the shipowner is liable for medical care, i.e., during the period ending not later than six weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore.

If seafarer resides normally in Norway, he is entitled to the same benefits from Sickness Insurance as Norwegian seafarers.

If reciprocity agreement, 12 weeks.
Seafarers’ Employment Injury Insurance: Funeral benefit not exceeding 150 kroner payable only to shipowner who is liable for funeral expenses.

(c) Death Ashore in Country of Ship

Shipowner: Funeral expenses, minus funeral benefit from Seafarers’ Employment Injury Insurance as under 1 (b).

Seafarers’ Employment Injury Insurance: Funeral benefit not exceeding 75 kroner payable only to shipowner who is liable for funeral expenses.

Poor Law Authorities: Funeral expenses if seafarer dies after having been six weeks ashore and was without means.

2. Death Not Resulting from Employment Injury (Foreign)

(a) Death on Board

Shipowner: Funeral expenses. Wages to widow or child under 18 years of age for one month as counted from date of death or date on which the seafarer’s right to wages ceased.

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

Shipowner: Funeral expenses if the seafarer dies while the shipowner is liable for medical care, i.e., during a period ending not later than six weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore.

(c) Death Ashore in Country of Ship

Shipowner: Funeral expenses if seafarer dies while the shipowner is liable for medical care, i.e., during a period ending not later than six weeks after date on which the seafarer was discharged or the ship left the port where he was put ashore.

Poor Law Authorities: Funeral expenses if seafarer dies after having been six weeks ashore and was without means.

B. Benefits during Emergency Period

NORWEGIAN SEAFARERS

1. Death Resulting from Employment Injury (Norwegian)

(a) Death on Board

Same as under pre-war legislation, except that rate of funeral benefit paid by Seafarers’ Employment Injury Insurance is determined by the Board.

1 If reciprocity agreement, 12 weeks.
(b) Death Ashore outside Country of Ship

Same provisions as under pre-war legislation, except that rate of funeral benefit paid by Seafarers’ Employment Injury Insurance is fixed by the Board. Maintenance allowance may be paid to dependants living outside country of ship while in receipt of pensions.

2. Death Not Resulting from Employment Injury (Norwegian)

Same provisions as under pre-war legislation except that rate of funeral benefit paid by Sickness Insurance is determined by the Ministry of Social Affairs or other authority.

FOREIGN SEAFARERS

1. Death Resulting from Employment Injury (Foreign)

(a) Death on Board

Same provisions as under pre-war legislation, except that rate of funeral benefit paid by Seafarers’ Employment Injury Insurance is determined by the Board.

(b) Death Ashore outside Country of Ship

Same provisions as under pre-war legislation, except that rate of funeral benefit is fixed by the Board.

2. Death Not Resulting from Employment Injury (Foreign)

Same provisions as under pre-war legislation.

IX. Benefits in Case of Old Age

A. Benefits according to Pre-War Legislation

NORWEGIAN SEAFARERS

1. Attainment of Pensionable Age

*General Old-Age Assistance:* Pension to seafarer on attainment of age 70 who has resided in Norway or served on a Norwegian ship for at least one half of the period preceding his claim since he attained the age of 16 years, and has thus resided or served for the last five years preceding his claim. The full pension amounts to the cost of maintenance in the commune of residence of a single person, increased by 50 per cent. in respect of a wife, or to the cost of maintenance of the whole family if there are dependent children under 16 years of age. This amount is reduced by 60 per cent. of the pensioner’s income from other sources.

Income for this purpose does not include gifts, the value of which does not exceed 600 kroner in country districts and 800

---

1 Outside Norway.
212 SOCIAL SECURITY FOR SEAFARERS

kroner in towns, increased in respect of wife and children in same proportion as pension, nor other income not exceeding five ninths of the value of the full pension.

2. DEATH OF PENSIONER

General Old-Age Assistance: Funeral benefit not exceeding 75 kroner, minus funeral benefit from Sickness Insurance or other public funds, if any.

FOREIGN SEAFARERS

No provisions.

B. Benefits during Emergency Period

NORWEGIAN SEAFARERS

1. ATTAINMENT OF PENSIONABLE AGE

State: Pension to seafarer on attainment of age 60 who submits a claim, at rate of $60–$110 a month, according to rank or rating.

2. DEATH OF PENSIONER

State: Funeral expenses.

FOREIGN SEAFARERS

No provisions.

X. Benefits in Case of Maternity

A. Benefits according to Pre-War Legislation

NORWEGIAN SEAFARERS

(a) Ashore outside Country of Ship

General Sickness Insurance: In case of confinement after 10 months of insurance (first 2 months’ continuous insurance), care by midwife, and cash benefit for two weeks before and six weeks after confinement at same rates as cash benefit in case of illness. Alternatively, residential care in maternity home for not more than eight weeks.

(b) Ashore in Country of Ship

Same provisions as under (a).

FOREIGN SEAFARERS

Same provisions as for Norwegian seafarers if the seafarer (woman) resides in Norway.
B. Benefits during Emergency Period

NORWEGIAN SEAFARERS

_Ashore outside Country of Ship*

General Sickness Insurance: In case of confinement after 10 months of insurance (first 2 months' continuous insurance), care by midwife, and maintenance allowance at rate fixed by the Minister of Social Affairs for two weeks before and six weeks after confinement; during abstention from work, if the insured woman supports dependants living outside Norway, family benefit according to rates fixed by the Minister of Social Affairs. Alternatively, residential care in maternity home for not more than eight weeks plus family benefit as above.

FOREIGN SEAFARERS

Same provisions as for Norwegian seafarers if the seafarer (woman) normally resides in Norway.

XI. Benefits in Case of Unemployment

A. Benefits according to Pre-War Legislation

NORWEGIAN SEAFARERS

_(during unemployment in Norway)_

General Unemployment Insurance: Cash benefit after six days of unemployment as counted from date of registration, at rate of 0.80 kroner to 4 kroner a day, according to income class, plus 0.30 kroner a day for each dependent child under 15 years of age, but children's benefits not to exceed in the aggregate 1.50 kroner a day. Maximum benefit: 80 per cent. of daily wage.

Benefit payable for not more than 15 weeks in 12 months, or one third of the number of contribution weeks in the last year, plus one third of the number of contribution weeks during the last preceding four years, minus any benefit weeks.

Travelling allowances and removal expenses after 45 contribution weeks, if employment at the place of destination is guaranteed. Maximum amount payable: four weeks' unemployment benefit, including supplements for dependants.

FOREIGN SEAFARERS

Same provisions as for Norwegian seafarers if the seafarer resides in Norway.

B. Benefits during Emergency Period

NORWEGIAN AND FOREIGN SEAFARERS

Seafarer becomes member of Reserve Pool and receives waiting pay.

1 Outside Norway.
XII. Benefits in Respect of Dependents of Seafarers

A. Benefits according to Pre-War Legislation

NORWEGIAN SEAFARERS

1. ILLNESS

(a) In Country of Ship

General Sickness Insurance: Non-residential care as long as needed, or residential care for not more than 26 weeks in respect of one and the same illness, to following dependants: (1) wife or husband; (2) children or foster children under 16 years of age; (3) parents if dependent on member.

Medical care in respect of congenital deformities, such as club foot, dislocation of hip joint, hare lip, cleft palate, etc., for children under seven years of age, whether or not there have been symptoms of the illness prior to the father's insurance.¹

(b) Outside Country of Ship

(i) Temporary Stay of Dependents outside Country of Ship.

General Sickness Insurance: Refund of costs of medical care for dependants as under 1 (a), but not in excess of what cost would have been in country of ship.

(ii) Permanent Residence of Dependents outside Country of Ship.

General Sickness Insurance: Medical care as under 1 (b) (i) if the seafarer is a Norwegian subject.

2. MATERNITY OF WIFE

(a) In Country of Ship

General Sickness Insurance: Non-residential care by midwife and single cash payment of 30 kroner in case of confinement after 10 contribution months preceding date of confinement; alternatively, residential care in maternity home for not more than 15 days.

(b) Outside Country of Ship

(i) Temporary Stay of Wife outside Country of Ship.

General Sickness Insurance: Same as under 2 (a), but benefit not in excess of what cost would have been in country of ship.

(ii) Permanent Residence of Wife outside Country of Ship.

General Sickness Insurance: Same as under 2 (b) (i) if seafarer is Norwegian subject.

3. DEATH OF DEPENDANTS

(a) In Country of Ship

General Sickness Insurance: Contribution to funeral expenses of 75 kroner for the wife or husband or parent of seafarer and 50 kroner for a child, if seafarer is insured at the time of the death.

¹ See p. 196, V 3.
(b) *Outside Country of Ship*

As under 3 (a).

**FOREIGN SEAFARERS**

Same provisions as for Norwegian seafarers if the seafarer resides in Norway, except for 1 (b) (ii) and 2 (b) (ii).

**B. Benefits during Emergency Period**

**NORWEGIAN SEAFARERS**

1. **ILLNESS**

*General Sickness Insurance:* Care for dependants living outside Norway, whether permanently or temporarily, in conformity with rules and rates determined by Ministry of Social Affairs.

2. **MATERNITY OF WIFE**

*General Sickness Insurance:* Care and cash benefits for wife living outside Norway, whether permanently or temporarily, in conformity with rules and rates fixed by Ministry of Social Affairs.

3. **DEATH OF DEPENDANTS**

*General Sickness Insurance:* Contribution to funeral expenses at rates fixed by Ministry of Social Affairs.

**FOREIGN SEAFARERS**

Same provisions as for Norwegian seafarers if the seafarer normally resides in Norway.

**XIII. Nature of Medical Care Provided**

1. **SHIPOWNERS’ LIABILITY**

Care by general practitioners or specialists, including extraction of teeth if not for purpose of dentures; provision of medicines. Alternatively, residential care.

2. **SEAFARERS’ EMPLOYMENT INJURY INSURANCE**

(a) *Pre-War*

Care at office or patient's home by general practitioner or specialist, provision of medicines, and, if seafarer is nursed on board, transportation to and from the doctor while the vessel is lying in port. Alternatively, residential care.

Outside country of ship, residential care only is provided or, alternatively, maintenance in a seafarers' hostel and care by a general practitioner or specialist.

\[1\] According to the definition given in paragraph 27 of the Seamen's Act, medical attendance includes maintenance whether or not the seafarer is cared for in hospital.
(b) Emergency

Residential care or non-residential care, provided under the public medical care service organised by the Government for Norwegian citizens in the United Kingdom or other Allied ports.

After cessation of medical care, provision of all necessary and appropriate prostheses in case of permanent incapacity, such as artificial limbs, crutches, etc., which may, at discretion of the Board, be replaced if they are damaged or destroyed in a subsequent accident.

3. General Sickness Insurance

(a) Pre-War

Care at office or patient's home by general practitioner or specialist, including extraction of teeth if not for purpose of dentures, and care by dentists in accordance with rules laid down by the State Insurance Institution, except extraction of teeth for purpose of dentures; physiotherapy prescribed by doctor in conformity with rules laid down by the State Insurance Institution.

Doctor's travelling expenses, if patient unable to consult doctor at office. Patient's travelling expenses if necessary.

Such care is given by doctors with whom the funds have contracts, or by way of a refund of the cost of care in conformity with tariffs fixed by the Crown.

Alternatively, residential care in a public hospital, a sanatorium or a spa, if such services are available and proper treatment cannot be given in the patient's home. If seafarer cared for in private institution, the cost of the care in the public hospital of the district is refunded, except in cases requiring immediate hospitalisation and in which cheaper hospital treatment could not be procured. Patient's travelling expenses to hospital if necessary.

(b) Emergency

Residential care in hospital, convalescent home or other institution approved by the Ministry of Social Affairs, under public medical care service organised for Norwegian citizens in United Kingdom or other Allied ports wherever possible and provided proper care cannot be given at patient's home. Medical centres were set up in a number of ports where full out-patient care was provided. The service also maintained a few hospitals for its in-patients.

Alternatively, non-residential care as under 3 (a), but including provision of medicines.

XIV. Wages or Earnings Serving as Basis for Computation of Benefits and/or Contributions

1. Shipowners' Liability

Actual wages; month reckoned as 30 days if wages are due for part of month, otherwise from date on which the wages begin to
be payable to the day previous to the corresponding date in the following calendar month.

If wages are fixed per voyage, the time wages serving as basis for benefits are computed by relating the aggregate of the wages agreed per voyage to the presumed duration of the voyage.

If a master, in addition to receiving fixed wages, shares in profits or freight, etc., his share for the period after the termination of his service is assessed at the sum by which twice the amount of the chief mate’s wages exceeds the fixed wages of the master.

2. **Seafarers’ Employment Injury Insurance**

Earnings computed according to wage rate of the class to which the seafarer is assigned. Classes are as follows:

1. Masters of ships of 300 gross registered tons or more: 2,900 kroner a year.
2. Masters of ships of less than 300 gross registered tons, chief engineers with first class certificates, first mates on vessels of 300 gross registered tons or more: 2,200 kroner a year.
3. Members of the crew whose wages on the Norwegian scale together with the value of board and lodging would amount to more than 2,000 kroner: 2,000 kroner a year.
4. Other members of the crew whose wages on the Norwegian scale, together with the value of board and lodging, amount to less than 2,000 kroner: actual wages.

Other members employed on board ship but not belonging to the crew properly so-called are assigned by the State Insurance Institution to the wage classes appropriate to their rating and remuneration.

3. **General Sickness Insurance**

Members are assigned to the income class corresponding to their annual earnings. Income classes and corresponding benefit rates per day are as follows:

<table>
<thead>
<tr>
<th>Income class</th>
<th>Annual earnings</th>
<th>Sickness benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0–300 kr.</td>
<td>0.80 kr.</td>
</tr>
<tr>
<td>1</td>
<td>Over 300–600 kr.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>600–1,000</td>
<td>1.40 kr.</td>
</tr>
<tr>
<td>3</td>
<td>1,000–1,500</td>
<td>2.10 kr.</td>
</tr>
<tr>
<td>4</td>
<td>1,500–2,100</td>
<td>2.80 kr.</td>
</tr>
<tr>
<td>5</td>
<td>2,100–2,800</td>
<td>3.60 kr.</td>
</tr>
<tr>
<td>6</td>
<td>2,800</td>
<td>4.00 kr.</td>
</tr>
</tbody>
</table>

1 In addition, 0.30 kroner per child per day, subject to a maximum of 1.50 kroner per day for all children.

If part of the earnings is paid in kind, the value of such part is estimated by the Insurance Fund on the basis of average prices prevailing at the time of evaluation.

4. **General Unemployment Insurance**

As under 3.
Sweden

SUMMARY

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I. Legal Bases

1. SHIPOWNERS' LIABILITY

   Seamen's Act of 15 June 1922 (Legislative Series, 1922, Swe. 1),
   as amended by Acts of 27 February 1925 (L.S. 1925, Swe. 1), 18
   May 1934 (L.S. 1934, Swe. 1), 17 June 1938 and 30 September 1938
   (L.S. 1938, Swe. 1).

2. GENERAL EMPLOYMENT INJURY INSURANCE

   Accident Insurance Act of 17 June 1916, as amended by Acts of
   14 June 1917, 26 April 1918, 19 June 1919, 18 June 1920, 15 June
   1922 (L.S. 1922, Swe. 2, Consolidation); 23 May 1924 (L.S. 1924,
   Swe. 1), 18 June 1926 (L.S. 1926, Swe. 5A), 24 May 1928 (L.S. 1928,
   Swe. 1), 14 June 1933 (L.S. 1933, Swe. 1), 26 June 1936 (L.S. 1936,
   Swe. 5), 11 June 1937 (L.S. 1937, Swe. 9), 10 March 1939 (L.S. 1939,
   Swe. 1A), 17 November 1939 (L.S. 1939, Swe. 1B), 19 December
   1941 (L.S. 1941, Swe. 2B).

3. INVALIDITY AND OLD-AGE INSURANCE

   General Scheme

   National Pensions Act of 28 June 1935 (L.S. 1935, Swe. 3), as
   amended by Acts of 29 January 1937 (L.S. 1937, Swe. 1), and 30
   June 1942 (L.S. 1942, Swe. 4).

   Special Scheme

   Seamen's Pensions Contributions Act of 30 June 1943 (Svensk
   Författningssamling, 1943, No. 516 of 1 July 1943), Royal Order of
   4 February 1944 (idem, No. 42 of 19 February 1944).
II. Scope

1. SHIPOWNERS’ LIABILITY

Masters, seamen, and other persons engaged by the shipowner or master but who do not belong to the crew properly so called, on Swedish ship.

Persons employed on board ship who are not engaged by the shipowner or the master, and seamen repatriated on instructions of a Swedish consul in accordance with provisions of the Maritime Code, are covered by certain provisions of the Seamen’s Act.¹

2. GENERAL EMPLOYMENT INJURY INSURANCE

Persons employed for remuneration on work on account of another and persons who perform work without remuneration in order to obtain trade training.

3. INVALIDITY AND OLD-AGE INSURANCE

General Scheme

Swedish citizens 18 years of age or over who reside in Sweden.

Special Scheme

Swedish registered seafarers on Swedish merchant ships engaged in foreign trade.

III. Financial Resources

1. SHIPOWNERS’ LIABILITY

Shipowner individually liable.

2. GENERAL EMPLOYMENT INJURY INSURANCE

Employers may insure with the State Insurance Institution or with a mutual accident insurance association set up by employers for the liabilities of which the members are severally responsible to an unlimited extent. Employers pay contributions according to insurance risks. A supplementary charge of 5 per cent. of the contribution is levied in all branches of insurance managed by the State Insurance Institution towards the administrative expenses of the Institution and the Insurance Council. Mutual insurance associations contribute 3 per cent. of their total contribution income to the expenses of the Institution. The remainder of the working expenses is covered by the State.

In view of the payments which the employer is bound to make under the Seamen’s Act and which are deductible from corresponding benefits payable under the Accident Insurance Act, he may apply to have the insurance premiums fixed at a lower rate corresponding to the decreased insurance risk. Any reduction so made

¹ Noted throughout the text.
is not taken into account in calculating the 5 per cent. or 3 per cent. contribution payable towards administrative expenses.

3. **Invalidity and Old-age Insurance**

**General Scheme**

Contributions are paid by registered resident Swedish citizens aged 18 to 65 years at the following rates:

(a) If the annual income as assessed with reference to income and property tax does not exceed 600 kronor, a flat-rate contribution of 6 kronor; or

(b) If the annual income as assessed with reference to income and property tax exceeds 600 kronor, 1 per cent. of such assessment.

The maximum individual annual contribution is 20 kronor.

The communes and the State pay the remainder of the expenses.

**Special Scheme**

The employee pays contributions as follows: rating, 6 per cent. of wages, payable to completion of 54th year; master and officer, 1 per cent. of wages, payable to completion of 59th year. The employer pays contributions equal to 3½ per cent. of wages for a rating and a tax proportionate to the tonnage of the ship. The State pays a subsidy towards the cost of supplementary pensions.

IV. Administration

1. **Shipowners' Liability**

Supervision and settlement of disputes by consuls, subject to appeal to court of justice, *i.e.*, the town court in the town where the defendant has his residence or where the vessel is lying; if the residence of the defendant is not in a town which has a town court, or if the ship is lying in a place where there is no town court, the town court nearest to either place. If a ship has more than one owner, its port of registry is deemed to be the owners' place of residence.

2. **General Employment Injury Insurance**

State Insurance Institution or a mutual accident insurance association under the supervision of a general Insurance Council organised under rules laid down by the Crown and Riksdag.

3. **Invalidity and Old-age Insurance**

**General Scheme**

Pension Board, a general authority for the whole Kingdom, organised under rules laid down by the Crown and Riksdag, and special local pension committees.

---

1 The difference between the contributions of the masters and officers and of ratings is due to the fact that the masters and officers usually have their own pension fund, as provided through agreements, to which they contribute 6 per cent. of their wages.
Special Scheme

Pension Board of the Merchant Marine, autonomous body of tripartite composition.

V. Risks Covered

1. Shipowners’ Liability

Illness and/or incapacity for work due to disease manifesting itself, or traumatic injury received, during currency of the agreement, unless incurred by seafarer’s gross misconduct or concealed at the time of his engagement; death of seafarer while he is in the service of the ship, or after leaving the ship if he dies as a result of an illness in respect of which the shipowner was still responsible for medical care when death occurred.

2. General Employment Injury Insurance

Illness, which causes loss or diminution of working capacity, diminution of working capacity by at least one fourth during illness, diminution of working capacity by at least one tenth after illness, and death, as a result of an injury consequent upon an occupational accident, not caused wilfully by the injured person, or of certain occupational diseases. Among the above-mentioned injuries are included those due to the mechanical operation of implements, and heat stroke, sun stroke or frost bite due to temperature during work.

3. Invalidity and Old-Age Insurance

General Scheme

Invalidity: Inability of seafarer to continue to maintain himself by means of work suited to his powers and qualifications in consequence of bodily or mental disease, incapacity or infirmity.

Old Age: Attainment of age 67.

Special Scheme

Invalidity: Incapacity for sea service owing to disease or traumatic injury.


VI. Periods Covered

1. Shipowners’ Liability

Period during which seafarer is in service of the ship.

2. General Employment Injury Insurance

Insurance from time when seafarer enters his employment until the time when he leaves it, including period of transport from shore

See pp. 223-224, VII 1 (b) (i), for definition in case of landing.
to ship and from ship to shore. If the illness appears after the in­
jured person has ceased to be exposed to influence of the kind
which caused illness, compensation is paid by the Insurance Insti­
tution or association with which the injured person was last in­
sured at the time when he was exposed to such influences.

3. INVALIDITY AND OLD-AGE INSURANCE

Invalidity

General Scheme.

From payment of first contribution to attainment of age 67.

Special Scheme.

After 36 contribution months.

VII. Benefits in Case of Illness and/or Incapacity

SWEDISH SEAFARERS

1. ILLNESS OR INCAPACITY RESULTING FROM

EMPLOYMENT INJURY (SWEDISH)

(a) On Board

Shipowner: Medical care during illness; wages and maintenance
during incapacity, minus refunds from Employment Injury Insurance if shipowner has not received relief in the payment of con­
tributions under such insurance.

General Employment Injury Insurance: Cash benefit, provided
illness lasts more than three days from the date of the accident or
from the appearance of the injury or disease and if there is inca­
pacity of at least one fourth, payable from the day after the acci­
dent until the seafarer ceases to require medical care, as follows:

<table>
<thead>
<tr>
<th>Total incapacity</th>
<th>Daily cash benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual earnings amounting to</td>
<td>kronor</td>
</tr>
<tr>
<td>not less than (kronor)</td>
<td>but less than (kronor)</td>
</tr>
<tr>
<td>—</td>
<td>675</td>
</tr>
<tr>
<td>675</td>
<td>945</td>
</tr>
<tr>
<td>945</td>
<td>1,215</td>
</tr>
<tr>
<td>1,215</td>
<td>1,485</td>
</tr>
<tr>
<td>1,485</td>
<td>1,755</td>
</tr>
<tr>
<td>1,755</td>
<td>2,025</td>
</tr>
<tr>
<td>2,025</td>
<td>2,295</td>
</tr>
<tr>
<td>2,295</td>
<td>2,565</td>
</tr>
<tr>
<td>2,565</td>
<td>2,835</td>
</tr>
<tr>
<td>2,835</td>
<td>3,105</td>
</tr>
<tr>
<td>3,105</td>
<td>3,375</td>
</tr>
<tr>
<td>3,375</td>
<td>3,645</td>
</tr>
<tr>
<td>3,645</td>
<td>—</td>
</tr>
</tbody>
</table>

1 The master must see that the necessary care aboard and ashore is provided
to persons employed on board, although not engaged by himself or by the ship­
owner and to seafarers being repatriated on instructions from a Swedish consul.
**Partial Incapacity:** A fraction of the full rate corresponding to the diminution of earning capacity.

In cases where the shipowner has not received relief in the payment of employment injury insurance contributions (see p. 219, III 2), the cash benefit is paid by the Insurance Institution or mutual accident insurance association to the shipowner while he is liable for wages and medical care.

In cases where the shipowner has received relief in the payment of employment injury insurance contributions, the payment of cash benefit is suspended while the shipowner is liable for wages.

**General Scheme.**

**Invalidity Insurance:** Pension payable in the event of permanent incapacity for work as follows:

Basic pension: 70 kronor plus 10 per cent. of aggregate amount of contributions paid, reduced by 10 kronor for each contribution below seven.

State supplement: 250 kronor, 350 kronor, or 450 kronor, according to cost-of-living classification of locality of residence, reduced by one half the amount by which the annual income, including cash benefit from Employment Injury Insurance, of the insured person exceeds 200 kronor. The State supplement is only paid to a Swedish citizen who remains registered as a resident in the Kingdom.

Cost-of-living allowance varying from one third to one half the pension (basic pension plus supplement).

The pension is payable from the beginning of the month in which it was applied for, unless the right to pension is known to have arisen earlier. It will not be paid retroactively for more than six months before the month in which it was applied for, even if it is shown that the right was acquired earlier.

**Special Scheme.**

Maximum of 160 kronor per year reduced by State supplementary allowance payable under the General Scheme or by other special invalidity allowance.

(b) *Ashore outside Country of Ship or on Return Journey after Stay Ashore*

(i) *During Illness.*

**Shipowner:** Medical care and maintenance for period ending not later than 12 weeks after date on which the seafarer left employment, or the date on which he was discharged (otherwise than for incompetence or misconduct) or the ship left the port where he was put ashore; wages, minus refunds from Employment Injury Insurance if shipowner has not received relief in the payment of contributions under such insurance, as follows:

In the case of masters, if the master has been dismissed because disease or traumatic injury has rendered him incapable of commanding the ship, for three months after the date of
dismissal, whether or not incapacity continues during this period;

In the case of seamen, if the seaman has been discharged because, in consequence of disease or traumatic injury, he has been rendered incapable of performing his duties for a considerable time, or because he was suffering from a disease which involved danger to persons on board, for one month after discharge (two months in the case of officers), whether or not his capacity continues during this period.

Free transportation, including maintenance, to domicile in Sweden.¹

General Employment Injury Insurance: Medical care, residential or non-residential, from date on which shipowner's liability for medical care ceases. Cash benefits on conditions and at rates shown under 1 (a) from end of period in respect of which wages are payable by the shipowner. If the shipowner has not received relief in the payment of contributions, the cash benefit is paid to him while he is liable for wages.

Where the Insurance Institute provides treatment in a hospital it is entitled to deduct up to half the cash benefit during the period of hospital treatment.

Invalidity Insurance: As under 1 (a). Payments under Invalidity Insurance are not deducted from payments under Employment Injury Insurance.

(ii) After Illness.

Shipowner: Wages as follows, irrespective of duration of incapacity:

In the case of masters, if the master has been dismissed because disease or traumatic injury has rendered him incapable of commanding the ship, for three months after the date of dismissal, whether or not incapacity continues during this period;

In the case of seamen, if the seaman has been discharged because, in consequence of disease or traumatic injury, he has been rendered incapable of performing his duties for a considerable time, or because he was suffering from a disease which involved danger to persons on board, for one month after discharge (two months in the case of officers), whether or not incapacity continues during this period.

Free transportation, including maintenance, to seafarer's domicile in Sweden, if not repatriated during illness, provided that, if employment can be provided on ship bound for Sweden or for place where seafarer can conveniently travel home, he must accept such employment, if his health permits and the terms offered are not less favourable than his original terms of employment.

¹ The master must see that the necessary care aboard and on shore is provided to persons employed on board, although not engaged by himself or by the shipowner and to seafarers being repatriated on instructions from a Swedish consul.
**General Employment Injury Insurance**: In cases where the working capacity of the seafarer remains diminished by at least one tenth after he has ceased to require medical care, cash benefit payable, from the end of the period in respect of which wages are payable by the shipowner, as follows:

Total incapacity: annual pension of two thirds of annual earnings.
Partial incapacity: annual pension at fraction of full rate corresponding to diminution of earning capacity.

**Invalidity Insurance**: As under 1 (a).

(c) **Ashore in Country of Ship**

*Shipowner:* Medical care and maintenance for period ending not later than six weeks after date on which the seafarer left employment, or the date on which he was discharged (otherwise than for incompetence or misconduct) or the ship left the port where he was put ashore.
Wages as under 1 (b).

*General Employment Injury Insurance:* Medical care and cash benefit as shown under (b).

*Invalidity Insurance:* Benefits as under 1 (a).

2. **OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER'S OWN FAULT (SWEDISH)**

(a) **On Board**

*Shipowner:* Medical care during illness; wages and maintenance during incapacity.

*Invalidity Insurance:* As under 1 (a).

(b) **Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* Medical care and maintenance for period ending not later than 12 weeks after date on which the seafarer has left employment, or the date on which he was discharged (otherwise than for incompetence or misconduct) or the ship left the port where he was put ashore; wages as follows:

*In the case of masters,* if the master has been dismissed because disease or traumatic injury has rendered him incapable of commanding the ship, for three months after the date of dismissal, whether or not incapacity continues during this period;

*In the case of seamen,* if the seaman has been discharged because, in consequence of disease or traumatic injury, he has

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1 The master must see that the necessary care aboard and on shore is provided to persons employed on board, although not engaged by himself or by the shipowner, and to seafarers being repatriated on instructions from a Swedish consul.
been rendered incapable of performing his duties for a considerable time, or because he was suffering from a disease which involved danger to persons on board, for one month after discharge (two months in the case of officers), whether or not incapacity continues during this period.

Free transportation including maintenance, to domicile in Sweden.

Invalidity Insurance: As under 1 (a).

(ii) After Illness.

Shipowner: Wages as under 2 (b) (i).
Free transportation, including maintenance, to seafarer's domicile in Sweden, if not repatriated during illness, as under 1 (b) (ii).

Invalidity Insurance: As under 1 (a).

(c) Ashore in Country of Ship

Shipowner: Medical care and maintenance for period ending not later than six weeks after date on which the seafarer left employment or the date on which he was discharged (otherwise than for incompetence or misconduct) or the ship left the port where he was put ashore; wages as follows:

In the case of masters, if the master has been dismissed because disease or traumatic injury has rendered him incapable of commanding the ship, for three months after the date of dismissal, whether or not incapacity continues during this period;

In the case of seamen, if the seaman has been discharged because, in consequence of disease or traumatic injury, he has been rendered incapable of performing his duties for a considerable time, or because he was suffering from a disease which involved danger to persons on board, for one month after discharge (two months in the case of officers), whether or not incapacity continues during this period.

Invalidity Insurance: As under 1 (a).

3. ILLNESS OR INCAPACITY DUE TO SEAFARER'S OWN FAULT (SWEDISH)

(a) On Board

Shipowner: No liability. Note: The seafarer is liable to repay cost of medical care and maintenance provided by shipowner during illness.

Invalidity Insurance: As under 1 (a).

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: No liability. Note: If the master is obliged to incur outlay for which the shipowner is not liable because assistance of
the Swedish consul cannot be obtained, he is entitled to repayment from State Fund.1

State: In case of venereal disease at communicable stage, residential care.1

Invalidity Insurance: As under 1 (a).

(ii) After Illness.

Shipowner: As under 3 (b) (i).

Invalidity Insurance: As under 1 (a).

(c) Ashore in Country of Ship
Invalidity Insurance: As under 1 (a).

FOREIGN SEAFARERS

1. ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY (FOREIGN)

(a) On Board

Shipowner: As for Swedish seafarers.


Invalidity Insurance: No provision. Subject to reciprocity, the Crown has power to conclude agreements with foreign States for the purpose of the application of the Old-Age and Invalidity Pension Act to their nationals.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care and maintenance for period ending not later than six weeks after date on which the seafarer left employment, or the date on which the seafarer was discharged or the ship left the port where he was put ashore. If the seafarer is covered by a reciprocity agreement, the period of six weeks is extended to 12 weeks as for Swedish seafarers.

Wages as for Swedish seafarers. If the seafarer is covered by a reciprocity agreement, free transportation, including maintenance, to domicile.

General Employment Injury Insurance: As for Swedish seafarers. If the seafarer is not resident in Sweden, the Insurance Institution may, with his consent, commute cash benefits to a lump sum, payable in one instalment, equal to from 20 per cent. to 50 per cent. of the capital value of the benefit, or without his consent, it may commute the cash benefits to a lump sum, payable in one instalment, equal to 50 per cent. of the capital value of the benefit. The Crown may authorise exceptions on basis of reciprocity.

1 Persons who have been employed on board ship but who were not engaged by the owner or master are included, as well as seafarers being repatriated on instructions of a Swedish consul.
Invalidity Insurance: As under 1 (a).

(ii) After Illness.

Shipowner: Wages as for Swedish seafarers. If the seafarer is covered by a reciprocity agreement, free transportation, including maintenance, to domicile in Sweden.

General Employment Injury Insurance: As for Swedish seafarers, with provision for commutation as under 1 (b) (i).

Invalidity Insurance: As under 1 (a).

(c) Ashore in Country of Ship

Shipowner: As for Swedish seafarers.

General Employment Injury Insurance: As for Swedish seafarers, with provision for commutation as under 1 (b) (i).

Invalidity Insurance: As under 1 (a).

2. OTHER ILLNESS OR INCAPACITY NOT DUE TO SEAFARER’S OWN FAULT (FOREIGN)

(a) On Board

Shipowner: As for Swedish seafarers.

Invalidity Insurance: As under 1 (a).

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: As under 1 (b) (i). If the seafarer is covered by a reciprocity agreement free transportation, including maintenance, to domicile in Sweden.

Invalidity Insurance: As under 1 (a).

(ii) After Illness.

Shipowner: Wages as for Swedish seafarers. If the seafarer is covered by a reciprocity agreement, free transportation, including maintenance, to domicile in Sweden.

Invalidity Insurance: As under 1 (a).

(c) Ashore in Country of Ship

Shipowner: As for Swedish seafarers.

Invalidity Insurance: As under 1 (a).

3. ILLNESS OR INCAPACITY DUE TO SEAFARER’S OWN FAULT (FOREIGN)

(a) On Board.

Shipowner: As for Swedish seafarers.

Invalidity Insurance: As under 1 (a).
(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

Shipowner: As for Swedish seafarers.

Invalidity Insurance: As under 1 (a).

(c) Ashore in Country of Ship

Invalidity Insurance: As under 1 (a).

VIII. Benefits in Case of Death

SWEDISH SEAFARERS

1. DEATH RESULTING FROM EMPLOYMENT INJURY (SWEDISH)

(a) Death on Board

Shipowner: Funeral expenses minus refund from General Employment Injury Insurance if shipowner has not received relief in the payment of contributions under such insurance. The shipowner is responsible for funeral expenses in the case of persons employed on board ship although not engaged by him or by the master and in the case of a seafarer being repatriated on instructions from a Swedish consul.

General Employment Injury Insurance: Funeral benefit equal to one tenth of annual earnings of deceased but not less than 250 kronor, payable to the shipowner in cases where he has not received relief in the payment of employment injury insurance contributions (see p. 219, III 2); otherwise not payable.

Pension to widow, or to dependent widower who has not seriously neglected duty to maintain wife and who does not neglect duty to maintain his and her children or foster-children, if marriage contracted before accident, payable from date of death so long as beneficiary remains unmarried, equal to one fourth of annual earnings of deceased. On remarriage, before attaining age of 60, beneficiary receives a lump sum equal to three fourths of annual earnings of deceased.

Pension to each child, legitimate or illegitimate, under age of 16, and to each foster-child under age of 16 taken in charge before accident, equal to one sixth of annual earnings.

Pension to father, mother, foster-father or foster-mother, mainly dependent on work of deceased seafarer, amounting to annual sum equal to value of maintenance received by them from seafarer, but not more than one fourth of his previous annual earnings for one parent or for two parents jointly.

Total pensions to survivors must not exceed two thirds of annual earnings of deceased seafarer. Pensions to surviving spouse and children or foster-children take precedence over pensions to parents or foster-parents.1 If the survivors are not Swedish citizens

1 If an accident entailing death of a seafarer was caused by the wilful act or gross negligence of any of his survivors, compensation is not payable to such person.
these pensions are not payable unless they were resident in Sweden at the time of the accident.

(b) **Death Ashore outside Country of Ship, or on Return Journey after Stay Ashore**

*Shipowner:* Funeral expenses minus refund from General Employment Injury Insurance if shipowner has not received relief in the payment of contributions under such insurance where the seafarer dies as the result of a disease or traumatic injury in respect of which the shipowner was still responsible for medical care, *i.e.*, during period ending not later than 12 weeks after the date on which the seafarer left employment, or the date on which the seafarer was discharged or the ship left the port where he was put ashore.

*General Employment Injury Insurance:* As under 1 (a).

(c) **Death Ashore in Country of Ship**

*Shipowner:* Funeral expenses minus refund from General Employment Injury Insurance if shipowner has not received relief in the payment of contributions under such insurance where the seafarer dies as the result of a disease or a traumatic injury in respect of which the shipowner was still responsible for medical care, *i.e.*, during period ending not later than six weeks after the date on which the seafarer left employment, or the date on which the seafarer was discharged, or the ship left the port where he was put ashore.

*General Employment Injury Insurance:* As under 1 (a).

2. **Death Not Resulting from Employment Injury (Swedish)**

(a) **Death on Board**

*Shipowner:* Funeral expenses.

(b) **Death Ashore outside Country of Ship or on Return Journey after Stay Ashore**

*Shipowner:* Funeral expenses if the seafarer dies as the result of a disease or traumatic injury in respect of which the shipowner was still responsible for medical care, *i.e.*, during period ending not later than 12 weeks after the date on which the seafarer was discharged or the ship left the port where he was put ashore.

(c) **Death Ashore in Country of Ship**

*Shipowner:* Funeral expenses if the seafarer dies as the result of a disease or a traumatic injury in respect of which the shipowner was still responsible for medical care, *i.e.*, during period ending not later than six weeks after the date on which the seafarer was discharged, or the ship left the port where he was put ashore.

3. **Death Due to Seafarer's Own Fault (Swedish)**

(a) **Death on Board**

*Shipowner:* Funeral expenses.
(b) **Death Ashore outside Country of Ship or on Return Journey after Stay Ashore**

*Shipowner:* No liability. If the master is obliged to incur outlay for which the shipowner is not liable because assistance of Swedish consul cannot be obtained, he shall be entitled to repayment from State funds.

(c) **Death Ashore in Country of Ship**

No provision.

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**FOREIGN SEAFARERS**

1. **Death Resulting from Employment Injury (Foreign)**
   
   (a) **Death on Board**

   *Shipowner:* As for Swedish seafarers.

   *General Employment Injury Insurance:* Funeral benefit equal to one tenth of annual earnings of the deceased but not less than 250 kronor. If the deceased was not resident in Sweden, this benefit is not payable unless the accident resulted in death within three months.

   Pensions to survivors as for Swedish seafarers. If the survivors are not Swedish citizens, however, such pension is not payable unless they were resident in Sweden at the time of the accident.

   (b) **Death Ashore outside Country of Ship or on Return Journey after Stay Ashore**

   *Shipowner:* Funeral expenses if the seafarer dies as the result of a disease or traumatic injury in respect of which the shipowner was still responsible for medical care, *i.e.*, during period ending not later than six weeks after the date on which the seafarer left employment, or the date on which the seafarer was discharged, or the ship left the port where he was put ashore.

   *General Employment Injury Insurance:* As under 1 (a).

   (c) **Death Ashore in Country of Ship**

   *Shipowner:* As for Swedish seafarers.

   *General Employment Injury Insurance:* As under 1 (a).

2. **Death Not Resulting from Employment Injury (Foreign)**
   
   (a) **Death on Board**

   *Shipowner:* As for Swedish seafarers.

   (b) **Death Ashore outside Country of Ship or on Return Journey after Stay Ashore**

   *Shipowner:* As under 1 (b).

   (c) **Death Ashore in Country of Ship**

   *Shipowner:* As for Swedish seafarers.
3. DEATH DUE TO SEAFARER'S OWN FAULT (FOREIGN)
As for Swedish seafarers:

IX. Benefits in Case of Old Age

SWEDISH SEAFARERS

ATTAINMENT OF PENSIONABLE AGE

Old-Age Insurance

General Scheme.

Pensions on attainment of age 67 as in case of invalidity (see p. 223, VII 1 (a)).

Special Scheme.

Pension on attainment of age 55 or over, as follows:

Basic pension: Percentage of contributions varying with age at which they were paid, e.g., contributions paid at age of 19, 22.5 per cent. in the case of ratings, 32.5 per cent. in the case of masters and officers, and contributions paid at the age of 50, 7 per cent. in the case of ratings and 8.5 per cent. in the case of masters and officers.

Supplement: Varying according to the aggregate number of contribution months, e.g., where there are 240 contribution months in excess of 36, ratings receive a supplement of 360 kronor and officers a supplement of 145 kronor.

Where the pension is granted at ages beyond 55 (60 in the case of officers), the following percentage of the pension computed for the age of 55 (60 in the case of masters and officers) is added:

<table>
<thead>
<tr>
<th>Age</th>
<th>Ratings Per cent.</th>
<th>Masters and officers Per cent.</th>
</tr>
</thead>
<tbody>
<tr>
<td>56</td>
<td>7</td>
<td>61</td>
</tr>
<tr>
<td>57</td>
<td>14</td>
<td>62</td>
</tr>
<tr>
<td>58</td>
<td>23</td>
<td>63</td>
</tr>
<tr>
<td>59</td>
<td>32</td>
<td>64</td>
</tr>
<tr>
<td>60</td>
<td>42</td>
<td>65</td>
</tr>
</tbody>
</table>

At the age of 67, when a pension becomes payable under the General Scheme, the pension payable to a rating under the Special Scheme is reduced by 500 kronor.

Masters and officers receive full pension under the Special Scheme until death.

FOREIGN SEAFARERS

ATTAINMENT OF PENSIONABLE AGE

Old-Age Insurance

General Scheme.

No provision. Subject to reciprocity, the Crown has the power to conclude agreements with foreign States for the purpose of the
application of the Old-Age and Invalidity Pensions Act to their nationals.

Special Scheme.
No provision.

X. Nature of Medical Care Provided

1. Shipowners' Liability

Residential and non-residential care by general practitioners and specialists; medicines.

Seafarers, employed on board or being repatriated on instructions of a Swedish consul, and other persons employed on board, whether or not engaged by the shipowner or master, are bound to submit to medical examinations at the request of the master, if no expense to seafarers, etc., is involved.

If there is reason to suppose that a seafarer or other person employed on board, whether or not engaged by shipowner or master, is suffering from an illness involving danger to those on board, the master has the sick man medically examined, if possible. If adequate precautions against infection cannot be taken on board, the master has the sick man put ashore.

2. General Employment Injury Insurance

Residential and non-residential care by general practitioners and specialists, medicines, and appliances necessary for the increase of working capacity, such as crutches, simple artificial limbs, spectacles, etc.

The injured person is not placed in a hospital without his consent unless the injury, according to a medical certificate, requires treatment in such an institution.

XI. Wages or Earnings Serving as Basis for Computation of Benefits

1. Shipowners' Liability

Actual wages; month reckoned as 30 days if wages are due for part of month, otherwise from date on which the wages begin to be payable to the day previous to the corresponding date in the following calendar month.

If wages are fixed per voyage, the time wages serving as basis for benefits are computed by relating the aggregate of the wages agreed per voyage to the presumed duration of the voyage.

If a master, in addition to receiving fixed wages, shares in profits or freight, etc., his share for the period after the termination of his service is assessed at the sum by which twice the amount of the chief mate's wage exceeds the fixed wages of the master.

2. General Employment Injury Insurance

Annual earnings, including share of profits, if any, received from employer in the undertaking in the service of which the acci-
dent occurred during the year immediately preceding the accident, and allowance in kind, estimated according to prices in the locality of employment or on other suitable basis.

Provision is made for estimating wages upon which compensation is based in cases of short employment, persons under the age of 18, persons employed for purposes of trade training, etc.

Daily earnings are calculated as one three hundred and sixty-fifth of annual earnings.

If the annual earnings exceed 3,900 kronor, the excess is not taken into account. If the annual earnings are less than 450 kronor, they are reckoned at this sum.

3. INVALIDITY AND OLD-AGE INSURANCE

General Scheme.

In computing the income of the claimant for the purpose of ascertaining his claim to pension and the amount due, account is taken of all income which the seafarer may reasonably be expected to receive annually until further notice, including allowances in kind, but excluding a national pension or an allowance due from another on account of relationship by blood or marriage in so far as it does not exceed a reasonable provision for the needs of the recipient. Allowances received as a gift, legacy, insurance not prescribed by law, or arising out of previous employment of seafarer or a member of his family (but not in connection with an employment injury) are not deemed part of income in so far as the total amount does not exceed 300 kronor, 350 kronor or 400 kronor, according to the cost-of-living classification of the locality of residence. The proceeds of real or personal property are increased by 4 per cent. of the amount by which its aggregate assessable value exceeds 5,000 kronor and by a further 6 per cent. of the amount by which its value exceeds 10,000 kronor.

Special Scheme.

Wages earned while the seafarer is in the service of a ship engaged in foreign traffic and computed on the basis of the collective agreements, including vacation money paid at the time of signing off. Compensation for board, overtime and war bonuses are excepted.
United Kingdom¹

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I. Legal and Other Bases

1. SHIPOWNERS' LIABILITY
   The Merchant Shipping Act, 1894, 57 and 58 Victoria, Chapter 60, as amended.

2. GENERAL EMPLOYMENT INJURY COMPENSATION
   Workmen's Compensation Act, 1925, 15 and 16 Geo. 5, Chapter 84 (Legislative Series, 1925, G.B. 3), as amended.

3. GENERAL SICKNESS AND INVALIDITY INSURANCE
   National Health Insurance Act, 1936, 26 Geo. 5 and 1 Edward 8, Chapter 32 (L.S. 1936, G.B. 8), as amended.

4. GENERAL OLD-AGE AND SURVIVORS' INSURANCE AND ASSISTANCE
   General Scheme
   Contributory Pensions: Widows', Orphans' and Old-Age Contributory Pensions Act, 1936, 26 Geo. 5 and 1 Edward 8, Chapter 33 (L.S. 1936, G.B. 5), as amended.
   Non-Contributory Pensions: Old-Age Pensions Act, 1936, 26 Geo. and 1 Edward 8, Chapter 31 (L.S. 1936, G.B. 7), as amended.

¹ The rates of contributions and benefits are not specified. In view of the action expected to be taken, in accordance with the White Papers on Social Insurance, the present rates would be misleading.
Supplementary Pensions: Old-Age and Widows' Pensions Act, 1940, 3 and 4 Geo. 6, Chapter 13 (L.S. 1940, G.B.I), as amended. Determination of Needs Act, 1941, 4 and 5 Geo. 6, Chapter 11 (L.S. 1941, G.B. 1.) Pensions and Determination of Needs Act, 1943, 6 and 7 Geo. 6, Chapter 27 (L.S. 1943, G.B. 2).

Royal Seamen's Pension Fund


Merchant Navy Officers' Pension Fund

National Maritime Board Agreement by the Officers' Panels.

5. General Unemployment Insurance and Assistance


Reciprocity Agreement with Northern Ireland, under which contributions and benefit paid in either country count as though they had been paid in the other country.

Unemployment Assistance Act, 1934, 24 and 25 Geo. 6, Chapter 29 (L.S. 1934, G.B. 3), as amended.

Determination of Needs Act, 1941, 4 and 5 Geo. 5, Chapter 11.

6. Emergency Hospital Scheme (State)


II. Scope

1. Shipowners' Liability

Masters, seamen², and apprentices in all sea-going ships registered in the United Kingdom of Great Britain and Northern Ireland, and in all British sea-going ships registered out of the United Kingdom, unless the ship is within the jurisdiction of the Government of the British Possession in which the ship is registered. Crews of ships engaged in coastwise fishing are excluded.

2. General Employment Injury Compensation

Masters, seamen², pilots, and apprentices³ to the sea and seafishing service and other persons employed for purposes of the

¹ In addition to the facilities available under 6, local authorities are responsible for providing, under the Public Health Acts, clinical and institutional services for the diagnosis and treatment of, inter alia, infectious diseases including tuberculosis and the venereal diseases. Such services are normally available free to all persons who for the time being are resident in the area of the local authority providing the service, and in relation to seamen, whether of British or foreign nationality, such facilities are normally made available by the authority also in whose area the disease is first diagnosed.

² The term “seaman” includes every person employed or engaged in any capacity on board any ship, except masters, pilots, and apprentices duly indentured and registered.

³ Apprentices who receive no money payment are excluded.
ship, of the passengers, the cargo or mails, provided they are employed on ships registered in the United Kingdom or any other British ship, the owner of which resides or has his place of business in the United Kingdom, and provided that, in the case of non-manual workers, their remuneration does not exceed £420 a year. Members of the crew of a fishing vessel remunerated wholly or mainly by shares in the profits or gross earnings of the working of such vessel are excluded.

3. General Sickness and Invalidity Insurance

Masters, seamen¹, and apprentices² to the sea and sea-fishing service, aged 16 to 65 (16 to 60 for women) who are domiciled or have their residence in the United Kingdom and are employed on ships registered in the United Kingdom or other British ships, the owner, or, if there is more than one owner, the managing owner or manager of which, resides or has his principal place of business in the United Kingdom. Members of crews of fishing vessels remunerated by share of profits or gross earnings are included. Boys and girls aged 14 and under 16 are covered for medical benefits only. Non-manual workers remunerated at a rate exceeding £420 a year are excluded.

4. General Old-Age and Survivors' Insurance and Assistance

General Scheme

As for General Sickness and Invalidity Insurance—see under II (3).

Royal Seamen's Pension Fund

Masters and seamen, resident and domiciled in the United Kingdom, who are British subjects and have had long service in ships registered in the United Kingdom.

Merchant Navy Officers' Pension Fund

Masters and officers under 65 employed in British ships to which the National Maritime Board Officers' Rates of Pay Agreements apply, unless under private scheme.

5. General Unemployment Insurance and Assistance

Masters, seamen¹, and apprentices² aged 14 to 65 (14 to 60 women) who are domiciled or have a place of residence in the United Kingdom and are employed in any ship whose port of registry is a port in Great Britain or in any other British ship or vessel (not being a ship whose port of registry is a port in Northern Ireland

¹ The term "seaman" includes every person employed or engaged in any capacity on board any ship, except masters, pilots, and apprentices duly indentured and registered.
² Apprentices who receive no money payment are excluded.
or a ship or vessel registered in the Irish Free State) of which the owner, or, if there is more than one owner, the managing owner or manager, resides or has his principal place of business in Great Britain. Members of crews of fishing vessels wholly remunerated by a share of the profits are excluded. Non-manual workers remunerated at a rate exceeding £420 a year are also excluded.

The Unemployment Insurance Acts, unlike the Acts covered by paragraphs 1-4 above, do not apply to Northern Ireland. But there is reciprocity with the unemployment insurance scheme in that country.

6. EMERGENCY HOSPITAL SCHEME (STATE)
Masters, officers and seamen of all nations.

III. Financial Resources

1. SHIPOWNERS' LIABILITY
Shipowner individually liable; insurance customary.

2. GENERAL EMPLOYMENT INJURY COMPENSATION
Employer individually liable; insurance optional.

3. GENERAL SICKNESS AND INVALIDITY INSURANCE
Contributions are paid by employers and insured persons. The State pays the cost of central administration and a share of the cost of benefits and of local administration.
The employer pays his contribution also in respect of persons not domiciled or having their place of residence in the United Kingdom.

4. GENERAL OLD-AGE AND SURVIVORS' INSURANCE AND ASSISTANCE

   General Scheme

   Contributory Pensions: Contributions are paid by the employer and by the insured person. The State pays the difference between expenditure and contribution income.

   Non-Contributory Pensions: Pensions at age 70 (40, if blind) and over are paid by the State.

   Supplementary Pensions: Supplementation based on need to necessitous persons receiving pensions, contributory or non-contributory, is provided by the State.

   Royal Seamen's Pension Fund
Moneys available from contributions paid under the National Health and Unemployment Insurance Acts by shipowners in respect of the employment of non-resident seafarers.
Merchant Navy Officers' Pension Fund

Contributions are paid by employee and employer.

5. General Unemployment Insurance and Assistance

Contributions are paid by the employer and by the insured person. The employer pays his share of the contribution in respect of seafarers employed in foreign-going ships who are not domiciled in the United Kingdom and of seafarers on Asiatic agreements. The State pays a contribution at a rate equal to one half of the amount paid by workers and employers.

Unemployment assistance, based on need, is paid in supplementation of unemployment benefit and to those not entitled to unemployment benefit.

6. Emergency Hospital Scheme (State)

Total cost is borne by British Government where the illness is due to disease as a result of exposure on duty or traumatic injury arising out of service in the merchant navy. Where seafarer falls sick away from home or sustains a fracture ashore (even if he is not away from home), he is entitled to treatment under the scheme subject to assessment.

IV. Administration

1. Shipowners' Liability

The Ministry of War Transport is responsible for the administration of the Merchant Shipping Acts.

2. General Employment Injury Compensation

The Ministry of National Insurance is now responsible for the Workmen's Compensation Acts. Disputes between a worker and his employer about compensation are settled by arbitration, generally in the county court (in Scotland, the sheriff's court), subject to appeal on points of law to the Court of Appeal (in Scotland, the Court of Session), and to the House of Lords.

3. General Sickness and Invalidity Insurance

Under the supervision of the Ministry of Health (Department of Health for Scotland and Welsh Board of Health), local insurance committees, representing insured persons, central and local government, and insurance practitioners, administer medical benefit.

Cash benefits are administered by approved societies which are subject to general supervision by the Ministry of National Insurance. There is one approved society, the Seaman's National Insurance Society, which has been set up under the National Health Insurance Acts to cater especially for seafarers.

Appeals against decisions of approved societies may be made to the Minister of National Insurance, while appeals relating to the provision of medical benefit lie to the appropriate Health Department.
4. **General Old-Age and Survivors’ Insurance and Assistance**

Contributory pensions are administered by the Ministry of National Insurance. Appeals may be made to a Panel of Referees.

Non-contributory pensions are administered by the Commissioners of Customs and Excise on behalf of the Treasury. Appeals may be made to the Ministry of National Insurance.

Supplementary pensions are administered by the Assistance Board. Appeals lie to the local appeal tribunal.

The Royal Seamen’s Pension Fund is administered by a governing body, incorporated by Royal Charter, in 1931, and composed of representatives of shipowners and of classes of persons entitled to benefits.

Merchant navy officers’ pensions are administered by a Committee of Management of equal numbers of representatives of shipowners and of officers’ societies.

5. **General Unemployment Insurance and Assistance**

For the day-to-day administration of unemployment insurance the Ministry of Labour and National Service, with its network of local offices, acts as agent of the Ministry of National Insurance. Claims for benefit are decided by local insurance officers. Appeals against the decision of an insurance officer lie to a court of referees, and an appeal against a decision of court of referees to the umpire, whose decision is final.

Unemployment assistance is administered by the assistance board. Appeals lie to local appeal tribunals.

6. **Emergency Hospital Scheme (State)**

The Ministry of Health and the Department of Health for Scotland are responsible for organising hospital facilities on a nation-wide scale, while the hospital authorities are responsible for the actual treatment.

V. Risks Covered

1. **Shipowners’ Liability**

Illness due to traumatic injury received in the service of the ship and any other illness unless it is caused by the seafarer’s own wilful act or default or misbehaviour; death resulting from such illness or from any injury received in the service of the ship.

2. **General Employment Injury Compensation**

Serious and permanent disablement, and death resulting from personal injury by accident arising out of and in the course of the employment or due to scheduled disease; other incapacity from same cause disabling the seafarer for at least three days from earning full wages at the work at which he was employed, unless due to his serious and wilful misconduct.
3. General Sickness and Invalidity Insurance

Illness, and incapacity for work of more than three days, due to some specific disease or bodily or mental disablement. Sickness benefit is payable for the first 26 weeks of incapacity and disablement benefit, which is at a lower rate, thereafter.

The wife or widow of an insured man and an insured woman are entitled to maternity benefit on the birth of a child.

4. General Old-Age and Survivors’ Insurance and Assistance

General Scheme

Old-Age Insurance and Assistance.

Contributory Pensions: Attainment of age 65 for men and 60 for women.

Non-Contributory Pensions: Attainment of age 70 (40, if blind).

Supplementary Pensions: Need of pensioner.

Survivors’ Insurance: Death of insured person or beneficiary.

Royal Seamen’s Pension Fund
Attainment of age 65 (60 for a woman and 40 for a blind person).

Merchant Navy Officers’ Pension Fund
Attainment of age 65 or death of master or officer.

5. General Unemployment Insurance and Assistance

Unemployment Insurance: Unemployment of person capable of and available for work.

Unemployment Assistance: Need of unemployed person capable of and available for work.

6. Emergency Hospital Scheme (State)

Any illness due to disease or traumatic injury arising out of service in the merchant navy. Illness due to disease contracted or traumatic injury received while the seafarer is ashore and away from his home area, or fracture sustained ashore even if the seafarer is not away from his home area.

The scheme does not normally cover tuberculosis, infectious diseases or mental diseases, which are dealt with under arrangements made by local authorities.

VI. Periods Covered

1. Shipowners’ Liability

Period during which seafarer is a member of the crew of a ship.

2. General Employment Injury Compensation

Period during which the seafarer is in the service of a ship covered by the scheme.
3. General Sickness and Invalidity Insurance

Period up to 65 (60 for women) during which the seafarer satisfies the qualifying conditions. A person who ceases to be insurably employed normally remains in insurance and covered for medical care, without contributions, for a period of between 18 and 30 months. This period may be extended, subject to certain conditions, in case of incapacity for or inability to obtain employment. Cash benefits during any period of insurance depend upon the number of contributions paid (or excused on account of incapacity or unemployment) during the last contribution year preceding the calendar year in which the sickness occurs. To obtain full cash benefits, the insured person must have at least 50 contributions paid or excused.

4. General Old-Age and Survivors' Insurance and Assistance

Old Age

As from 70 (40 for blind persons) for uninsured persons. As from 65 (60 for women) for insured persons after 5 years in insurance, payment of 104 contributions, and (except in certain circumstances) an average of 39 contributions, paid or excused, for the last five contribution years.

Survivors' Pensions

Period during which seafarer is in the service of a ship, or is in receipt of a contributory old-age pension, provided the qualifying conditions have been fulfilled.

Supplementary Pensions

Period during which seafarer or his dependants or survivors are in receipt of contributory or non-contributory pensions, the supplement being payable if and when the conditions as to the needs test are satisfied. (If widow is under 60, provided she has dependent children.)

5. General Unemployment Insurance and Unemployment Assistance

Unemployment Insurance

Period during which seafarer has had 30 contributions in the previous two years and satisfies the other conditions. This two-year period is extended backwards by any spells of incapacity or excepted employment within the two years.

Unemployment Assistance

While normally engaged in insurable employment of any kind.

6. Emergency Hospital Scheme (State)

Period during which seafarer is in the service of a ship and while ashore away from his home area and, in case where fracture is sustained, while ashore in his home area.
VII. Benefits in Case of Illness and/or Incapacity

BRITISH SEAFARERS

1. ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY (BRITISH)

(a) On Board

Shipowner: Medical care\(^1\) during illness; wages and maintenance during incapacity.

(b) Ashore outside Country of Ship\(^2\) or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care and maintenance during illness or until the seafarer returns to the proper return port\(^3\) if he returns during illness. Medical care, maintenance and expenses of removal if the seafarer is temporarily removed from the ship for the purpose of preventing infection or otherwise for the convenience of the ship and subsequently returns to his duty, during his temporary absence.

No wages are payable by shipowner under the Merchant Shipping Act after the seafarer’s discharge, but in virtue of agreements the shipowner makes special payment at rate of wages shown in articles, but excluding seafarers’ war risk money, while the seafarer is entitled to medical care and maintenance, for period of not more than 12 weeks. Thereafter a small payment is made until seafarer is re-employed or arrives at a proper return port (2s. a day ashore and 9d. a day in the conveying ship).

Free transportation, including maintenance, to proper return port.

General Employment Injury Compensation: Cash compensation is not payable in respect of any period of incapacity during which the shipowner is liable for maintenance as above, and generally commences from the date of the seafarer’s discharge at the return port. The special payment by the shipowner is taken into account in determining the amount of any lump sum paid in redemption of weekly compensation due in respect of the injury.

General Sickness and Invalidity Insurance: Cash benefit to dependants residing in the United Kingdom during incapacity of seafarer left ashore outside the United Kingdom until he returns to his home port.

(ii) After Illness.

Shipowner: Maintenance, if incapacity continues after illness, during incapacity or until the seafarer returns to the proper return port if he returns still incapacitated.

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1 Cf. p. 253, XII 1.
2 "Country of ship", in this context, refers to the United Kingdom only.
3 The proper return port is either the port at which the seafarer was shipped or a port in the country to which he belongs, or, in the case of a discharged seafarer, some other port agreed to by the seafarer at the time of his discharge.
Special payment as under (b) (i) if incapacity continues after illness, during incapacity for remainder of period ending not later than 12 weeks after the date on which the seafarer was left ashore or fell ill ashore and was discharged. Thereafter a small payment is made until seafarer is re-employed or arrives at a proper return port (2s. a day ashore and 9d. a day in the conveying ship).

In practice, the shipowner provides maintenance after recovery until re-employment or departure for proper return port.

Free transportation, including maintenance, to the proper return port, if the seafarer was not repatriated during illness.

General Employment Injury Compensation: Compensation is not payable in respect of any period of incapacity during which the shipowner is liable for maintenance as under 1 (b) (ii). Special payment by the shipowner is taken into account in determining the amount of any lump sum paid in redemption of weekly compensation due in respect of the injury.

General Sickness and Invalidity Insurance: Cash benefit to dependants residing in the United Kingdom during incapacity of seafarer left ashore outside the United Kingdom until he returns to his home port.

(c) Ashore in Country of Ship

General Employment Injury Compensation: Cash benefit consisting of weekly payments during incapacity or lump sum payments in redemption thereof agreed upon between the parties or settled by arbitration. If the seafarer was left ashore outside the country and returned incapacitated, special payment (not including medical expenses or cost of maintenance) made by the shipowner outside the country, if any, is taken into account in determining the amount of any lump sum settlement.

Weekly payments cease when the seafarer ceases to reside in the United Kingdom, unless his incapacity is likely to be permanent and he periodically proves his identity and the continuance of his incapacity.

General Sickness and Invalidity Insurance: Non-residential care during illness.

Cash benefit is not payable unless the weekly benefit payable under General Employment Injury Compensation, or the weekly value of any lump sum paid, is less than the rate of sickness benefit, in which event, the difference is paid.

Emergency Hospital Scheme (State): Residential care in hospitals or other institutions covered by the emergency hospital scheme as long as needed.

2. Other Illness or Incapacity Not Due to Seafarer’s Own Fault (British)

(a) On Board

Shipowner: Medical care during illness. Wages and maintenance during incapacity.
(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care and maintenance during illness or until the seafarer returns to the proper return port if he returns during illness. Medical care, maintenance and expenses of removal if the seafarer is temporarily removed from the ship for the purpose of preventing infection or otherwise for the convenience of the ship and subsequently returns to his duty, during his temporary absence.

No wages are payable by shipowner under the Merchant Shipping Act after the seafarer's discharge, but the shipowners in the United Kingdom have arranged to make special payment at rate of wages shown in articles, but excluding seafarers' war risk money, while the seafarer is entitled to medical care and maintenance, for period of not more than 12 weeks. Thereafter a small payment is made until the seafarer is re-employed or arrives at a proper return port (2s. a day ashore or 9d. a day in the conveying ship).

Free transportation, including maintenance, to proper return port.

General Sickness and Invalidity Insurance: Cash benefits to dependants residing in United Kingdom during incapacity of seafarer until he returns to his home port.

(ii) After Illness.

Shipowner: Maintenance, if incapacity continues after illness, during incapacity or until the seafarer returns to the proper return port if he returns still incapacitated.

Special payment as under 2 (b) (i) if incapacity continues after illness, during incapacity for remainder of period ending not later than 12 weeks after date on which the seafarer was left ashore or fell ill ashore. Thereafter a small payment is made until seafarer is re-employed or arrives at a proper return port (2s. a day ashore and 9d. a day in the conveying ship).

In practice, the shipowner provides maintenance after recovery until re-employment or departure for proper return port.

Free transportation, including maintenance, to the proper return port, if the seafarer was not repatriated during illness.

General Sickness and Invalidity Insurance: Cash benefit to dependants residing in the United Kingdom, during incapacity of seafarer left ashore outside the United Kingdom until he returns to his home port.

(c) Ashore in Country of Ship

General Sickness and Invalidity Insurance: Non-residential care during illness.

Cash benefit, if seafarer satisfies qualifying conditions during incapacity.

Period of incapacity during which the shipowner has been liable for maintenance and medical care outside the country of the ship, and in respect of which no cash benefit was paid to dependants,
does not count towards the period of 26 weeks for which full cash benefit is payable.

**Reserve Pool:** Officers are entitled to reserve pool pay for two months in any 12 months during sickness, less any cash benefits under sickness and invalidity insurance. Supplementary cash payment to ratings entitled to cash benefit under Sickness and Invalidity Insurance, after 14 days of incapacity, during incapacity at rate varying from 10s. to £3 2s. 6d. a week, according to the seaman’s pool pay, until he is fit for sea-going employment or shore employment, but not for more than eight weeks in any one year.\(^1\)

**Emergency Hospital Scheme (State):** Residential care in hospitals or other institutions covered by the Emergency Hospital Scheme, subject to financial participation of the seafarer according to his ability, if the illness is not due to disease or traumatic injury arising out of service in the Merchant Navy. This provision does not apply to a man in his home town unless he is suffering from a fracture.

### 3. ILLNESS OR INCAPACITY DUE TO THE SEAFARER’S OWN FAULT (BRITISH)

**(a) On Board**

*Shipowner:* Medical care during illness. In practice, the shipowner also bears the cost of maintenance during incapacity.

**(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore**

(i) **During Illness.**

*Shipowner:* If seafarer is in distress, maintenance, and also repatriation to a proper return port, if he is repatriated during incapacity.

*State:* Medical care if seafarer is in distress and taken in charge by the proper authority.

**General Sickness and Invalidity Insurance:** Cash benefit to dependants residing in the United Kingdom during incapacity of seafarer left ashore outside the United Kingdom until he returns to his home port (unless cash benefit is suspended by rules of the approved society).

(ii) **After Illness.**

*Shipowner:* If seafarer is in distress, maintenance and, unless seafarer is able to obtain re-employment, repatriation to a proper return port.

**General Sickness and Invalidity Insurance:** Cash benefit to dependants as under 3 (b) (i) during incapacity.

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\(^1\) In counting the period of eight weeks, any period during which the seaman received special payment from the shipowner in respect of illness or injury outside the United Kingdom is included.
(c) *Ashore in Country of Ship*

**General Sickness and Invalidity Insurance:** Non-residential care during illness. Cash benefit, if seafarer satisfies qualifying conditions during incapacity, unless cash benefit suspended under rules of approved society.

**Reserve Pool:** Supplementary cash payment to ratings entitled to benefit under Sickness and Invalidity Insurance after 14 days of incapacity, during incapacity at rate shown under 2 (c), until seaman is fit for sea-going employment or shore employment, but not for more than eight weeks in any one year. The pool sick pay of an officer or master is reduced by any payment to which he is entitled under sickness and invalidity insurance.

**Emergency Hospital Scheme (State):** Residential care in hospitals or other institutions covered by the Emergency Hospital Scheme as long as needed, subject to financial participation of the seafarer according to his ability. This provision does not apply to a man in his home town unless he is suffering from a fracture.

**FOREIGN SEAFARERS**

**Foreign Seafarers Not Residing in the United Kingdom**

1. **ILLNESS OR INCAPACITY RESULTING FROM EMPLOYMENT INJURY (FOREIGN)**

   (a) *On Board*

   **Shipowner:** Medical care during illness; wages and maintenance during incapacity.

   (b) *Ashore outside Country of Ship or on Return Journey after Stay Ashore*

   (i) **During Illness.**

   **Shipowner:** Medical care and maintenance during illness or until the seafarer returns to proper return port if he returns during illness.

   Medical care, maintenance, and expenses of removal, if the seafarer is temporarily removed from the ship for the purpose of preventing infection or otherwise for the convenience of the ship and subsequently returns to his duty during his temporary absence.

   No wages are payable by shipowner under the Merchant Shipping Act after the seafarer's discharge, but the shipowners in the United Kingdom have arranged to make special payment at rate of wages shown in articles but excluding seafarers' war risk money, while the seafarer is entitled to medical care and maintenance for period of not more than 12 weeks. Thereafter a small payment is made until seafarer is re-employed or arrives at a proper return port (2s. a day ashore and 9d. a day in the conveying ship).

   Free transportation, including maintenance, to proper return port.

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1 Special provisions apply to Indian seafarers.
(ii) After Illness.

Shipowner: Maintenance, if incapacity continues after illness, during incapacity until re-employment or until the seafarer returns to the proper return port if he returns still incapacitated.

Special payment as under 1 (b) (i), if incapacity continues after illness, during incapacity for remainder of period ending not later than 12 weeks after date on which the seafarer was left ashore or fell ill ashore. Thereafter a small payment until the seafarer is re-employed or arrives at a proper return port (2s. a day ashore and 9d. a day in the conveying ship). In practice, the shipowner provides maintenance after recovery until re-employment or departure for proper return port. Free transportation, including maintenance, to the proper return port, if the seafarer was not repatriated during illness.

(c) Ashore in Country of Ship

Emergency Hospital Scheme (State): Residential care in hospitals or other institutions covered by the Emergency Scheme as long as needed.

2. Other Illness or Incapacity Not Due to Seafarer’s Own Fault (Foreign)

(a) On Board

Shipowner: Medical care during illness; wages and maintenance during incapacity.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care, maintenance, special payment and free transportation, as under 1 (b) (i).

(ii) After Illness.

Shipowner: Maintenance, special payment and free transportation, as under 1 (b) (ii).

(c) Ashore in Country of Ship

Emergency Hospital Scheme (State): Residential care in hospitals or other institutions covered by the emergency hospital scheme, as long as needed. Foreign non-resident seafarers are treated free of charge only when they require treatment in consequence of enemy action or of injury sustained in the course of duty. For other injuries or illnesses care is provided, subject to the financial participation of the seafarer according to his ability.

3. Illness or Incapacity Due to Seafarer’s Own Fault (Foreign)

(a) On Board

Shipowner: Medical care during illness. In practice, the shipowner also bears the cost of maintenance during incapacity.
(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

Shipowner: If seafarer is in distress, maintenance and also repatriation to a proper return port, if he is repatriated during incapacity.

(c) Ashore in Country of Ship

Emergency Hospital Scheme (State): Residential care in hospitals or other institutions covered by the emergency hospital scheme as long as needed, subject to the financial participation of the seafarer according to his ability.

Foreign Seafarers Residing in the United Kingdom

Same provisions as for British seafarers residing in the United Kingdom.

VIII. Benefits in Case of Death

BRITISH SEAFARERS

1. Death Resulting from Employment Injury (British)

(a) Death on Board

Shipowner: Funeral expenses.

General Employment Injury Compensation: Lump sum payments to dependent members of deceased seafarer's family, as settled by agreement or in proceedings in the United Kingdom, payable whether dependants reside or do not reside in the United Kingdom. If there are no dependants, funeral expenses and cost of medical care not exceeding £15.

Merchant Navy Officers' Pension Fund: Return of contributions of masters and officers accumulated at 2½ per cent. compound interest, with minimum return of £100 if the master or officer has paid for one year and has contributed within one year of his death. As a wartime measure the minimum payment of £100 has been suspended except for a death unconnected with the state of war.

General Survivors' Insurance and Assistance: Contributory pension to widow of seafarer, provided that he had satisfied the qualifying conditions. Allowances in respect of children under 14 years, or till 31 July after 16th birthday, if children remain at school. Motherless children receive higher allowances. Payments, if any, under Employment Injury Compensation are not deducted from the widow's contributory pension.

Widow pensioners who are over 60, or receiving allowances for children, may have their pension supplemented if they are in need.
(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

*Shipowner:* Funeral expenses.

*General Employment Injury Compensation:* Lump sum payments to dependent members of deceased seafarer's family or funeral expenses and cost of medical care as under 1 (a).

*General Survivors' Insurance and Assistance:* Pension to widow and children of seafarer as under 1 (a).

*Merchant Navy Officers' Pension Fund:* Return of contributions of master or officer as under 1 (a).

(c) Death Ashore in Country of Ship

*General Employment Injury Compensation:* Lump sum payments to dependent members of deceased seafarer's family or funeral expenses and cost of medical care as under 1 (a).

*General Survivors' Insurance and Assistance:* Pension to widow and children of seafarer as under 1 (a).

*Merchant Navy Officers' Pension Fund:* Return of contributions of master or officer as under 1 (a).

2. DEATH NOT RESULTING FROM EMPLOYMENT INJURY

(BRITISH)

(a) Death on Board

*Shipowner:* Funeral expenses.

*General Survivors' Insurance and Assistance:* Pension to widow and children of seafarer as under 1 (a).

*Merchant Navy Officers' Pension Fund:* Return of contributions of master or officer as under 1 (a).

(b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

*Shipowner:* Funeral expenses unless death results from illness attributable to the seafarer's own wilful act, fault or misbehaviour. (The shipowner is not exempt from liability in the case of venereal disease.)

*General Survivors' Insurance and Assistance:* Pension to widow and children of seafarer as under 1 (a).

*Merchant Navy Officers' Pension Fund:* Return of contributions of master or officer as under 1 (a).

(c) Death Ashore in Country of Ship

*General Survivors' Insurance and Assistance:* Pensions to widow and children of seafarer as under 1 (a).

*Merchant Navy Officers' Pension Fund:* Return of contributions of master or officer as under 1 (a).
FOREIGN SEAFARERS

Foreign Seafarers Not Residing in the United Kingdom

1. DEATH RESULTING FROM EMPLOYMENT INJURY (FOREIGN)

   (a) Death on Board

   Shipowner: Funeral expenses.

   General Employment Injury Compensation: Lump sum payments to dependants as settled by agreement or in proceedings in the United Kingdom, payable whether dependants reside or do not reside in the United Kingdom. If there are no dependants, funeral expenses and cost of medical care not exceeding £15.

   (b) Death Ashore outside Country of Ship or on Return Journey after Stay Ashore

   Shipowner: Funeral expenses.

   General Employment Injury Compensation: Lump sum payments to dependants or funeral expenses and cost of medical care as under 1 (a).

   (c) Death Ashore in Country of Ship

   General Employment Injury Compensation: Lump sum payments to dependants or funeral expenses and cost of medical care as under 1 (a).

2. DEATH NOT RESULTING FROM EMPLOYMENT INJURY (FOREIGN)

   Shipowners' liability same as for British seafarers.

Foreign Seafarers Residing in the United Kingdom

Same provision as for British seafarers.

IX. Benefits in Case of Old Age

BRITISH SEAFARERS

1. ATTAINMENT OF PENSIONABLE AGE

   General Scheme

   Contributory old-age pensions under the Widows', Orphans' and Old-Age Contributory Pensions Acts on attainment of age 65 for men or 60 for women, to insured persons who satisfy the qualifying conditions. A contributory old-age pension is also payable to the wife aged between 60 and 70 of a pensioner, until death of husband, when the pension is converted into a widows' pension. Contributory old-age and widows' pensions, in payment when the pensioner attains age 70, are then automatically converted to pensions under the Old Age Pensions Acts, which are not subject to reduction on account of means or to tests as to nationality and residence. Pensions are payable while the beneficiaries reside in the United Kingdom and the British Dominions.
Non-contributory old-age pension under the Old-Age Pensions Acts, subject to means test, is payable to a person who has attained age 70 (40, if blind), and has not qualified for a contributory old-age pension provided that he has been a British subject for at least the past ten years, and has been resident in the United Kingdom for 12 years after attaining the age of 50 (20, if blind), or if not a natural born British subject, for 20 years in all.

Supplementary pensions may be given to needy persons who are in receipt of contributory or non-contributory pensions.

Royal Seamen's Pension Fund

Pensions up to the total number available in any year, are awarded, subject to means test, to applicants, according to the length of their sea service and the nature of the ships on which they have served.

Merchant Navy Officers' Pension Fund

Cash benefit on attainment of age 65, calculated according to contributions and member’s age when such contributions were paid.

2. DEATH OF PENSIONER

General Survivors’ Insurance and Assistance: Pensions to widow and children as in case of death of insured person (see p. 249, VIII 1 (a)).

FOREIGN SEAFARERS

Foreign Seafarers Not Residing in the United Kingdom

No provisions.

Foreign Seafarers Residing in the United Kingdom

Same provisions as for British seafarers residing in the United Kingdom, except that non-contributory pensions and pensions from the Royal Seamen’s Pension Fund are not payable.

X. Benefits in Case of Maternity

BRITISH SEAFARERS

General Sickness and Invalidity Insurance: Subject to qualifying conditions, small lump sum to insured woman or to wife or widow of insured man.

FOREIGN SEAFARERS

Same provisions as for British seafarers if the seafarer is a contributor to sickness and invalidity insurance and his wife is residing in the United Kingdom.
XI. Benefits in Case of Unemployment

BRITISH SEAFARERS

General Unemployment Insurance: Weekly cash benefit to seafarer who satisfies qualifying conditions during unemployment for period not exceeding 156 days plus additional number of days varying according to the number of contributions. During the war, the maximum period of benefit is 180 days for all contributors. Additional cash benefits are paid for a wife or one adult dependant and for dependent children.

General Unemployment Assistance: Supplementary assistance to needy persons in receipt of unemployment benefit, and assistance to insured persons not entitled to benefit.

During the war unemployed seafarers become members of the Reserve Pool on Reserve Pool pay until they are re-engaged for sea service. They do not qualify for unemployment benefit.

FOREIGN SEAFARERS

Same provisions as for British seafarers if the foreign seafarer is domiciled or has a place of residence in the United Kingdom.

XII. Nature of Medical Care Provided

1. SHIPOWNERS' LIABILITY

Residential care in hospital including maintenance, care by general practitioners and specialists and surgeons, nurses and other hospital staff, and medicines and other medical and pharmaceutical supplies provided by the hospital.

Alternatively, non-residential care by general practitioner or specialist and provision of medicines and other medical or pharmaceutical supplies prescribed by the attending practitioner.

A duly qualified medical practitioner must be carried on every foreign-going ship having 100 persons or upwards on board.

All foreign-going ships are required to carry medicines, medical stores and appliances in accordance with the prescribed scales.

Every foreign-going ship over 2,500 tons gross must be fitted with a hospital.

Every certificated officer must be in possession of a first aid certificate (suspended during the war).

2. GENERAL SICKNESS AND INVALIDITY INSURANCE

Non-residential care by an insurance general practitioner of the patient's choice and provision of medicines and certain appliances prescribed by the attending practitioner and supplied by an insurance pharmacist of the patient's choice.

3. ROYAL SEAMEN'S PENSION FUND

The Fund makes subscriptions and donations to hospitals and other institutions which are open only to seafarers.
4. EMERGENCY HOSPITAL SCHEME (STATE)

Residential care, including maintenance, care by specialists, surgeons, nurses and other hospital staff, and provision of medicines and other medical and surgical supplies by the hospital.

Special hospitals are available for the treatment of orthopaedic and fracture cases and for the treatment of neurosis, head injuries, etc.

XIII. Wages or Earnings Serving as Basis for Computation of Benefits

1. SHIPOWNERS' LIABILITY

Wages at rate fixed by seafarer's agreement, including emoluments.

2. GENERAL EMPLOYMENT INJURY COMPENSATION

Average weekly earnings computed in such manner as is best calculated to give rate per week at which seafarer was being remunerated.\footnote{If possible average weekly earnings are reckoned on the earnings for the 12 months previous to the accident, if the seafarer has been so long employed, or if not, for any less period during which he has been in the continuous employment of the same employer and in the same grade of employment as when the accident took place.}

Regard may be had in certain circumstances to the average weekly amount which, during previous 12 months, was being earned by a person in the same grade employed at the same work by the same employer, or, if no person is so employed, of a person in the same grade and class of employment in the same district.

Earnings include payments in cash and anything given or supplied to the seafarer by way of remuneration, the cost of which can be valued in money.
I. Legal Bases

1. SHIPOWNERS' LIABILITY

Contractual liability of the shipowner towards the seafarer who falls sick or suffers a traumatic injury is regulated by the general maritime law common to all nations, as received and interpreted by the United States courts. Where personal injury is caused by the negligence of the shipowner, indemnity is recoverable under the Jones Act of 5 June 1920 (U.S. Code, 1940 edition, Title 46, section 688). Federal Courts have sole jurisdiction of proceedings in rem against the ship, i.e., admiralty and maritime causes of action. State and Federal courts have concurrent jurisdiction of actions in personam against the employer. The defences of the fellow servant rule and the assumption of risk doctrine are available to the ship, in the in rem proceedings. In in personam actions, however, these have been abolished by the Jones Act, and, in the case of contributory negligence, the damages are apportioned.

2. PUBLIC MEDICAL CARE SERVICE

Public Health Service Act of 1 July 1944, section 322 (Public Law 410, 78th Congress, Chapter 373, 2nd Session, H.R. 4624), U.S. Code, Title 42, section 249.

3. GENERAL OLD-AGE AND SURVIVORS' INSURANCE

Title II of the Social Security Act, as amended (U.S. Code, 1940 edition, Title 42, sections 401-409) and Chapter 9, sub-
II. Scope

1. SHIPOWNERS' LIABILITY

All persons employed or engaged to serve in any capacity on board any ship of the United States.

2. PUBLIC MEDICAL CARE SERVICE

Seafarer: any person employed on board in the care, preservation, or navigation of any vessel, or in the service, on board, of those engaged in such care, preservation, or navigation.\(^1\)

Seafarers employed on ships of the United States registered, enrolled and licensed under the maritime laws thereof, other than canal boats engaged in the coasting trade; seafarers employed on United States or foreign flag ships as employees of the United States through the War Shipping Administration; seafarers, not enlisted or commissioned in the military or naval establishments, who are employed on State school ships or on ships of the United States Government of more than five tons' burden; seafarers on ships of the Mississippi River Commission and, upon application of their commanding officers, officers and crews of ships of the Fish and Wildlife Service. For the duration of the war and for six months thereafter, seafarers employed on foreign flag ships which are owned or operated by citizens of the United States or by corporations incorporated under the laws of the United States or of any State.

Seamen on ships sailing under a foreign flag are entitled to the benefits of the service if the master, owner or agent of the ship pays the expenses.

3. GENERAL OLD-AGE AND SURVIVORS' INSURANCE

Every employed person, irrespective of the citizenship or residence of himself or his employer, performing service within the United States, or on or in connection with an American ship under a contract of service which is entered into within the United States or during the performance of which the ship touches at a port in the United States, if the employee is employed on and in connection with such ship when outside the United States, except (1) a person employed on or in connection with a ship which is not an American ship if he is employed on and in connection with such ship when outside the United States, or (2) the crew of a fishing vessel under 10 tons net, except where such vessel is engaged in catching salmon or halibut for commercial purposes.

An American ship is defined as any ship documented or numbered under the laws of the United States, or any ship not documented or numbered under the laws of any country if its crew is employed

\(^1\) U.S. Code, Title 42, section 201.
soley by one or more citizens, residents or corporations of the United States.

Note: Practically all shipping is now under the control of the War Shipping Administration. Service performed by seafarers on or in connection with ships controlled by the War Shipping Administration is covered, under wartime legislation, except where performed (1) under a contract entered into without the United States and during the performance of which the ship does not touch at a port in the United States, or (2) on a ship documented under the laws of any foreign country and bareboat chartered to the War Shipping Administration.¹

III. Financial Resources

1. SHIPOWNERS' LIABILITY

Shipowner: Employer individually liable.
Ship subject to lien arising out of maritime cause of action.
(An election is required and, when made, is final and bars relief under the other proceeding.)

2. PUBLIC MEDICAL CARE SERVICE

Public funds appropriated to the United States Public Health Service.
Master, owner or agent of ship, when service rendered to seafarer of foreign flag ships.

3. GENERAL OLD-AGE AND SURVIVORS' INSURANCE

Seafarers: 1 per cent. of part of wages not exceeding $3,000 a year.
(Present law calls for gradual increases to a maximum of 3 per cent.)
Employer: Same rate as for seafarer.

IV. Administration

1. SHIPOWNERS' LIABILITY

Federal Courts: jurisdiction over maritime causes of action.
Federal and State courts: jurisdiction over suits at law against individuals.
Shipping commissioners: have authority to hear and decide any question whatsoever between a master, consignee, agent, or shipowner and any member of the crew, if both parties agree in writing to submit the dispute to the commissioner. Shipping commissioners are appointed by the Secretary of Commerce.²

¹ U.S. Code, Title 50, Appendix, section 1291.
² Idem, Title 46, sections 541 and 651.
2. **Public Medical Care Service**

The Surgeon-General of the United States Public Health Service controls, manages and operates all institutions, hospitals and stations of the Public Health Service and secures the medical care of patients, pursuant to regulations.

3. **General Old-Age and Survivors' Insurance**

The Social Security Board, a Federal Government agency, administers the benefit provisions of the programme with the aid of its field offices. Taxes are collected by the Bureau of Internal Revenue of the Treasury Department. Claims for benefits are made at a field office of the Social Security Board and approved or rejected by adjudication offices of the Board. Benefits are paid by the United States Treasury out of the Federal Old-Age and Survivors' Insurance Trust Fund.

V. Risks Covered

1. **Shipowners' Liability**

*Medical Care, Maintenance and Wages:* Illness or incapacity due to disease contracted or traumatic injury sustained by the seafarer in the service of the ship, unless intentionally concealed while being engaged or due to his own vices or gross misconduct.

*Damages:* Illness or incapacity due to disease contracted or traumatic injury sustained in the service of the ship, because of the unseaworthiness of the ship or the negligence of the shipowner, master or any other officer, or a fellow-worker.

2. **Public Medical Care Service**

Illness requiring residential care at established relief facilities of the Public Health Service, while seafarer ashore in the United States, due to traumatic injury or disease received in work connected with his vessel or received otherwise within the period covered while the patient retains his status as a seafarer.

3. **General Old-Age and Survivors' Insurance**

*Old-Age Insurance:* Attainment of age 65.

*Survivors' Insurance:* Death of insured worker.

VI. Periods Covered

1. **Shipowners' Liability**

Period during which the seafarer is in the service of the shipowner, whether on board or ashore.
2. Public Medical Care Service

Seafarers are eligible for care and treatment during all periods when they are employed on ships and for a period of 60 days after discharge from the last ship, provided there has been no change of occupation. They are also covered during periods of: (1) closure of navigation; (2) periods of unemployment due to economic conditions resulting in decreased shipping; and (3) inability to ship on account of illness or injury, as provided in regulations.

3. General Old-Age and Survivors’ Insurance

Old-Age Insurance: Period commencing when worker has acquired a “fully insured” status. A worker is fully insured when he has at least half as many “quarters of coverage” as the number of calendar quarters which has elapsed after 1936 (or after his 21st birthday, if that is later) and before the quarter in which he attains age 65 (or dies, in determining eligibility for survivors' benefits), or at least 40 quarters of coverage. A quarter of coverage is a calendar quarter in which an individual is paid wages of at least $50 for covered employment.

Survivors' Insurance: Period during which seafarer is either fully insured (see above) or—in determining the eligibility of young widows, children, or potential lump-sum beneficiaries—“currently insured”. A worker is currently insured if he acquired six quarters of coverage during the 12 calendar quarters preceding the quarter of his death.

VII. Benefits in Case of Illness and/or Incapacity

UNITED STATES SEAFARERS, INCLUDING ALIENS ON U.S. SHIPS, BUT NOT INCLUDING U.S. CITIZENS ON FOREIGN SHIPS UNLESS OPERATED BY WAR SHIPPING ADMINISTRATION DURING WAR

1. Illness or Incapacity Resulting from Employment Injury

(a) On Board

Shipowner: Medical care during illness, wages and maintenance during incapacity.

(b) Ashore outside Country of Ship or on Return Journey after Stay Ashore

(i) During Illness.

Shipowner: Medical care, residential or non-residential, and maintenance during illness or until the illness is declared to be of a permanent nature; but maintenance continues until the end of the voyage for which the seafarer has signed on (or the termination of his contract where the latter extends beyond the termination of
the voyage) if this occurs after the illness is declared of a permanent nature. Where the seafarer is not receiving residential care or has left hospital and provides his own maintenance, the shipowner pays from $2 to $5 a day according to rank in respect of maintenance. Wages until end of voyage or until the end of the illness, whichever occurs first.

Concurrent Obligation of State and Shipowner: Return to the United States.

(ii) After Illness.

Shipowner: Maintenance and wages until end of voyage or until seafarer fit for duty and is offered suitable employment, whichever occurs first.

Concurrent Obligation of State and Shipowner: Maintenance after recovery or after incapacity has become permanent, until departure. Return to the United States.

(c) Ashore in Country of Ship

Shipowner: Medical care and maintenance during illness or until the illness is declared to be of a permanent nature. The shipowner’s liability ceases while the seafarer is an in-patient of a marine hospital maintained by the United States Public Health Service. If the seafarer receives non-residential care at an out-patient clinic of the United States Public Health Service or otherwise, or continues to be incapacitated after illness, the shipowner is liable for maintenance during incapacity or until the incapacity is declared to be of a permanent nature, but maintenance continues until end of voyage if this occurs after incapacity is declared to be of a permanent nature. Wages until end of voyage or until seafarer is fit for duty and is offered suitable employment, whichever occurs first.

Damages if illness or incapacity is due to unseaworthiness of ship or negligence of the shipowner or a fellow-worker, as determined by agreement or by courts.

Public Medical Care Service: Residential care, including maintenance, at marine hospitals of the United States Public Health Service, or non-residential care at the Service’s out-patient clinics during illness. United Seamen’s Service supplements the benefits of the United States Public Health Service by granting medical care or advice at its rest centres. The United States Public Health Service does not maintain relief facilities in foreign countries.

2. Other Illness or Incapacity Not Due to Seafarer’s Own Fault

Same provisions as for illness or incapacity resulting from employment injury, if injury is incurred while in the service of the shipowner.

1 U.S. Code, 1940 edition, Title 46, sections 678 and 683.
3. ILLNESS OR INCAPACITY DUE TO SEAFARER'S
OWN FAULT

(a) On Board

No provision.

(b) Ashore outside Country of Ship or on Return Journey
after Stay Ashore

State: State Department has obligation to provide destitute
seafarers with subsistence and passage.

(c) Ashore in Country of Ship

Public Medical Care Service: Residential care, including main-
tenance, at marine hospitals of United States Public Health Service
or non-residential care at the Service's out-patient clinics during
illness. United Seamen's Service supplements the benefits of the
United States Public Health Service by granting medical care or
advice at its rest centres. The United States Public Health Service
does not maintain relief facilities in foreign countries.

VIII. Benefits in Case of Death

UNITED STATES SEAFARERS

1. DEATH RESULTING FROM EMPLOYMENT INJURY
(UNITED STATES)

(a) Death on Board

Shipowner: Damages if death is due to unseaworthiness of ship
or negligence of shipowner or fellow-worker, as determined by
agreement or by courts.

General Survivors' Insurance: Benefits for each dependent un-
married child while under age 18, and to the widow caring for such
a child, if the seafarer was either fully insured¹ or currently insured¹
at the time of his death. Benefits to widow at age 65, if seafarer
was fully insured. Benefits to dependent parent or parents at age
65, if the seafarer left no widow or unmarried child under age 18.
Lump sum death payment to qualified survivors of seafarer if no
one is eligible for immediate monthly benefits.

All benefit amounts are based on the "primary insurance bene-
fit". The amount of the primary insurance benefit is based upon
the seafarer's "average monthly wage" and on the number of
years which he spent in covered employment. A seafarer's average
monthly wage is computed, in general, by dividing all of the wages
which he received by three times the number of quarters which
have elapsed since 1936 (excluding any quarter before he attained
age 22 in which he was paid less than $50) and prior to the time
when he dies or becomes entitled to benefits.

The basic amount of the seafarer's primary insurance benefit
is equal to 40 per cent. of the first $50 of his average monthly wage,

¹ See definitions, p. 259, VI 3, Old-Age Insurance.
plus 10 per cent. of the next $200. The seafarer's primary benefit equals this basic amount increased by 1 per cent. for each year in which he received wages of $200 or more.

A widow's benefit is equal to three fourths of the primary benefit, and a child's or parent's benefit is equal to one half of the primary benefit. Monthly benefits are subject to a monthly family maximum of $85 or twice the primary benefit or 80 per cent. of the average monthly wage, whichever is least. A lump sum payment is equal to six times the primary benefit. Benefits are not payable to a beneficiary for any month in which he earns wages of over $14.99 in covered employment.

(b) *Death Ashore outside Country of Ship or on Return Journey after Stay Ashore*

*Shipowner:* Damages as under 1 (a).

*General Survivors' Insurance:* Pensions to widow, children, parents and other dependants as under 1 (a).

(c) *Death Ashore in Country of Ship*

*Shipowner:* Damages as under 1 (a).

*General Survivors' Insurance:* Pensions to widow, children, parents and other dependants as under 1 (a).

2. *Death Not Resulting from Employment Injury (United States)*

Same provisions as in case of death resulting from employment injury.

**FOREIGN SEAFARERS**

Same provisions as for United States seafarers.

**IX. Benefits in Case of Old Age**

**UNITED STATES SEAFARERS**

1. *Attainment of Age 65*

*General Old-Age Insurance:* Primary insurance benefit\(^1\) to seafarer who is fully insured\(^2\) and has attained age 65. Wife's benefit to the wife, at age 65, of a seafarer entitled to a primary benefit. Child's benefit to the dependent unmarried child under age 18 of a seafarer entitled to a primary benefit.

Benefits, as in the case of Survivors' Insurance, are not payable to a beneficiary for any month in which he earns wages in covered employment of over $14.99. Also, supplementary benefits are not

\(^1\) See p. 261, VIII 1 (a), *General Survivor's Insurance*.

\(^2\) See p. 259, VI 3.
payable to the dependants of a seafarer for any month in which the seafarer is so employed.

Maximum family benefit provisions apply as for Survivors' Insurance.

2. DEATH OF PENSIONER

Pensions to survivors as in case of death of seafarer (see p. 262, VIII 1 (a)).

FOREIGN SEAFARERS

Same provisions as for United States seafarers.

X. Nature of Medical Care Provided

1. SHIPOWNERS' LIABILITY

Medical care not further specified.

2. PUBLIC MEDICAL CARE SERVICE

Medical, surgical and dental treatment and hospitalisation at hospitals and other medical relief stations of the United States Public Health Service.

Care may also be received at the expense of the Public Health Service from other public or private medical or hospital facilities, when authorised by the officer in charge, in accordance with regulations.

Seafarers on foreign ships are given medical care on application by the master, owner or agent of the ship, at the Service's institutions, when suitable accommodation is available. Such care must be paid for by the master or owner, etc., at rates fixed by regulations, and no foreign vessel is granted clearance until the fees are paid or guarantee is given to the collector of customs. In the case of seafarers on foreign flagships owned by, or under bareboat charter to, the War Shipping Administration, however, medical care and relief are offered without expense for seafarers as on United States ships.

The Service maintains 26 marine hospitals, with 6,630 beds, including a tuberculosis sanatorium, a number of out-patient clinics, and two special institutions for the treatment of drug addiction.

XI. Wages Serving as Basis for Computation of Benefits

1. SHIPOWNERS' LIABILITY

Money wages as fixed in articles of agreement.

2. GENERAL OLD-AGE AND SURVIVORS' INSURANCE

All remuneration for covered employment (see p. 256, II 3), including the cash value of all remuneration paid in any medium
other than cash, but not including: (1) that part of annual covered earnings which exceeds $3,000; (2) payments to, or on behalf of, an employee under certain benefit plans established by the employer to provide disability, retirement or death benefits; (3) old-age and survivors' insurance or unemployment compensation taxes paid by the employer on behalf of the worker without deduction from his wages; or (4) dismissal payments which the employer is not legally required to make.

Remuneration paid prior to 1 January 1937 is not taken into account, as the old-age and survivors' insurance programme became effective on that date.