



**P&I INSURANCE COVERAGE FOR FISHING VESSELS**  
**(NMA\_C15-2.2018. Rev.0)**

**(a) DEFINITIONS:**

The following terms shall mean:

1. "Administration" - Nauru Maritime Administration.
2. "Fisher" - every person employed or engaged in any capacity or carrying out any occupation on board a fishing vessel, excluding pilots, naval personnel, government personnel, shore-based persons carrying out work aboard a fishing vessel, and fisheries observers.
3. "Fishing Vessel" - any ship or boat used or intended to be used for the purpose of commercial fishing.
4. "Fishing Vessel Owner" - the owner, manager, agent, bareboat charterer or any other organization or person who has assumed responsibility for the operation of the fishing vessel.
5. "MLC" - Maritime Labour Convention, 2006.
6. "P&I Club / Insurer" - a recognized Protection and Indemnity Club, mutual association, fixed premium provider, insurer, workers' compensation provider, or other financial security provider accepted by the Administration.
7. "Work-related Sickness, Injury or Death" - sickness, injury, occupational disease, accident or death arising out of or in connection with service on board a fishing vessel.

**(b) PURPOSE:**

1. The purpose of this circular is to advise fishing vessel Owners / Operators / Managers / Masters / Crewing Agencies and P&I Clubs / Insurers that Nauru-flagged fishing vessels shall maintain adequate insurance for work-related sickness, injury or death for fishers working on board.
2. The Administration notes that the MLC generally does not apply to fishing vessels. However, fishing vessels and fishers are addressed under the ILO Convention, Work in Fishing Convention 2007, No. 188, which establishes standards for work in the fishing sector, including medical care, health protection, social security, and protection in the case of work-related sickness, injury or death.
3. Accordingly, the Administration requires evidence that all fishers serving on board Nauru-flagged fishing vessels are covered by suitable insurance, owner's liability, workers' compensation, compulsory insurance or other accepted financial security arrangements.
4. A general statement that MLC 2006 does not apply to fishing vessels shall not be accepted as sufficient reason to exclude fishers from insurance protection required by this circular.

**(c) REFERENCE:**

1. ILO Work in Fishing Convention, 2007 (No. 188).
2. Nauru Maritime Administration Circular NMA C15-1

**(d) APPLICATION:**

This circular applies to all fishers working on Nauru-flagged fishing vessels engaged in commercial fishing operations.

**(e) CONTENTS:**

**1. Compulsory Insurance / Financial Security for Fishers**

1.1. Every Nauru-flagged fishing vessel shall maintain valid P&I insurance covering all fishers working on board which shall include, as a minimum, the following:

- work-related sickness, injury, occupational accident or occupational disease;
- death arising out of or in connection with service on board, including contractual compensation where applicable;
- medical care and related expenses while the fisher is on board or ashore;
- hospitalization, treatment, material assistance and support until the fisher has recovered or been repatriated;
- payment of wages or compensation during periods of incapacity resulting from work-related injury or illness;
- repatriation costs; and
- liabilities arising from abandonment of fishers, including outstanding wages, repatriation, and basic maintenance and support.

1.2. Where local (State) compulsory insurance schemes are relied upon, the P&I Club/Insurer is required to confirm that:

- The P&I cover will respond in respect of all fishers, including those who may not fall within the scope of such State schemes; and
- In cases where a state scheme does not respond, or where compensation is limited or unavailable, the P&I cover will provide full protection without any uninsured gap.

**2. Requirement for P&I Club / Insurer Confirmation (if applicable)**

If the required insurance coverage stated in Section (e)1 above is not clearly specified in the P&I Certificate of Entry, the Owner / Operator / Manager shall submit written confirmation from the P&I Club / Insurer stating clearly that fishers serving on board are covered to the extent required.

**3. Documents to be Submitted**

The following documents shall be submitted to the Administration as evidence of compliance:

- 3.1. P&I Certificate of Entry for the vessel with policy wording or endorsement showing the scope of fisher / crew liability cover;
- 3.2. Where relied upon, evidence of any local (State) compulsory insurance scheme;
- 3.3. Crew list;

#### **4. Owner's Responsibility**

- 4.1. The fishing vessel owner remains fully responsible for ensuring that each fisher is protected. The use of a manning agency, crewing agent, local insurance scheme, P&I Club, or any other third party shall not remove the owner's responsibility to provide adequate protection for fishers.
- 4.2. If any fisher is not covered, the vessel shall be treated as non-compliant with this circular.

#### **5. Verification by the Administration**

- 5.1. The Administration may request further clarification from the fishing vessel owner, P&I Club, insurer, crewing agency or local insurance scheme provider where the submitted documents are unclear, incomplete, limited, or do not expressly include fishers.
- 5.2. The Administration may reject any insurance arrangement which does not provide adequate protection for fishers or which excludes work-related sickness, injury or death without acceptable alternative cover.

#### **6. Enforcement**

- 6.1. A fishing vessel that is not in compliance shall not be accepted for registration.
- 6.2. Where the Administration has identified lapses or non-compliance on existing Nauru-flagged fishing vessels, a grace period determined by the Administration will be given for such vessels to show compliance to the requirements of this circular.
- 6.3. Failure to comply will result in the non-renewal of existing Nauru-flagged fishing vessels and eventual de-registration.

For further assistance, please do not hesitate to contact the Administration at: [tech@naurumaritime.com](mailto:tech@naurumaritime.com).