

## MLC medical care consultation responses

Consultee	Reference and Regulation	Outline of Comments	MCA Response
British Chamber of Shipping  John Vanezos  Lyn Yeo, Carnival UK  P&O Ferry Holdings	MGN Paragraph 3.1	States that a doctor is required on a ship carrying 100 or more persons on a voyage of 72 or more days duration. It is suggested that "days" should be substituted by "hours"	Typographical error to be corrected.
British Chamber of Shipping	MGN Paragraph 4	This paragraph and all its sub-paragraphs appear to apply to ships where doctors are not required to be carried. It is suggested that this needs to be made clearer. This could be achieved by amending the heading to "Seafarer in	Section 4 to be clarified. First Aid/Medical Care training is an integral part of a deck officer's certification requirements, regardless of whether or not there is a doctor on board the ship on which the deck officer works at

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		charge of medical care on board a ship where a doctor is not required" In particular, clarification of whether masters and officers need to update their medical training every five years when they are working on a ship that carries a doctor would be appreciated.	a given time.
British Chamber of Shipping	MGN Paragraph 6.1	Dental and optical care have many chronic presentations that could be presented by a seafarer during their employment and attributed to a sickness or injury during or arising from their employment. However they might not actually arise from such sickness or injury and nor might they affect the seafarer's ability to perform their duties. Guidance should state that the shipowner's liability in respect of dental and optical care extends only to acute needs.	The point of the MLC provision on medical care is stated to be that seafarers should have access to medical care as near as possible to that they would if they worked ashore, so limiting the provision to "acute" conditions is not appropriate. Radio medical advice should be taken on whether immediate care is needed.
British Chamber of Shipping	MGN Paragraph 7.2	Gives some helpful guidance on the circumstances in which it would be reasonably practicable to allow a seafarer to go ashore for medical attention. However bearing in mind that the duty on port states only covers seafarers in need of immediate medical care, the guidance should not only give the impression that the duty on the shipowners extends any more widely.	The regulations have been amended to make clear that this duty applies to medical care which is not available on board.
British Chamber of Shipping	SI Draft Regulations	The Chamber welcomes the proposal to limit the liability of a shipowner to pay wages in whole or in part in respect of a seafarer no longer on board to a period of no less than 16 weeks from the day of the injury or commencement of sickness. This will ensure that the liability is insurable and avoids unwarranted gold-plating.	
British Chamber of Shipping	SI Draft Regulation 2	A definition of "medical practitioner" is given. This requires, in the case of a practitioner based in the United Kingdom, a fully registered person who holds a licence	This relates to where the medical practitioner is resident or practices. Only doctors in the UK will have access to "a

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		to practice. It is assumed that the words "based in the United Kingdom" mean resident in the UK - the Chamber suggests that it might also include a doctor who is resident overseas but qualified as a doctor in the UK. Clarification of this would be appreciated.	licence to practice"
British Chamber of Shipping	SI Draft Regulation 2	<p>Concerns have been raised at the inclusion of the requirement to hold a licence to practise. The General Medical Council (GMC) has adopted new rules concerning licences to practise, which provide for five yearly revalidations. The rules are set out in regulations, which are expected to be signed off by the Secretary of State for Health in December 2012. Under these new rules, a licence to practise will be necessary for any doctor wishing to</p> <ol style="list-style-type: none"> <li>1. work in the National Health Service (NHS)</li> <li>2. write a prescription in the UK</li> <li>3. write a death certificate</li> </ol> <p>None of the above would apply to doctors working on ships. Clearly they are not working in the NHS. They may be empowered to write UK prescriptions whilst their ship is in UK waters, but the writing of prescriptions will be subject to the coastal states at other times. Meanwhile, it is not permitted to sign a death certificate at sea - only a statement of death. Any death at sea is automatically defined as a sudden death. The Chamber wonders whether the MCA is aware of the implications of a requirement to hold a licence to practise and suggests that an alternative means of defining a medical</p>	<p>The requirement for a licence to practise(or equivalent) is intended to provide a measure of quality control as regards ship's doctors. According to the GMC website "<i>Licensing is the first step towards the introduction of revalidation. This new approach to medical regulation will give patients and employers regular assurance that their doctors are up to date and fit to practise. Licences will require periodic renewal by revalidation. When revalidation begins [expected to be December 2012] licensed doctors will be required to demonstrate to the GMC that they are practising in accordance with the generic standards of practise set by the GMC (as described in Good Medical Practice)</i>"</p> <p><i>"Licensed doctors will have to revalidate usually every five years, by having regular appraisals that are based on our core guidance for doctors, Good Medical Practice."</i></p> <p>Overseas doctors will be accepted as suitable to be ship's doctors if they have medical qualifications accepted by the GMC for registration in the UK.</p>

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		practitioner might be more appropriate.	
British Chamber of Shipping	SI Draft Regulation 8	States that "the shipowner must meet any expenses reasonably incurred in connection with the seafarer's sickness or injury" This is more extensive than MLC Standard A4.2 paragraph 1(c), which states that "shipowners shall be liable to defray the expense of medical care..."The proposed wording could included additional expenses to those provided for in Regulation 8 (3). The Chamber believes that the difficulty could be overcome by replacing "any" with "those" in Regulation 8 (2) and "include" with "are" in Regulation 8 (3).	The regulation has been amended.
British Chamber of Shipping	SI Draft Regulation 8	In addition, Regulation 8 (5), which makes reference to the limitation periods for the payment of expenses, should make clear that the periods stated in sub-sections (a) and (b) are alternatives. The Chamber proposes that it be amended as follows: (5) Subject to paragraph (6), the duty in paragraph (2) is limited to the expenses incurred during whichever of the following is the shorter - (a) a period of 16 weeks beginning on the day on which the sickness or injury first occurs; or (b) a period beginning on the day on which the sickness or injury first occurs....."	This is clear from the existing wording (and is further restated in the MGN)
British Chamber of Shipping	SI Draft Regulation 9	This states that the requirement to carry a doctor will apply if the ship undertakes any international voyage lasting more than 72 hours, provided a 100 or more persons are on board. It also provides that a doctor must be carried on any voyage (not necessarily international) during which the ship is more than 36 hours sailing time from a port with adequate medical equipment. This provision already appears in UK legislation but is not a requirement of the MLC. Given the wide scope of	To consider: As explained in the consultation document, we did not consider that carrying forward this requirement to the new regulations would introduce any change to the statutory requirements pre-MLC, and no change was intended. However to avoid any unintended gold plating, the reference to 36 hours from a port with adequate medical facilities has been removed.

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		application of the MLC, some offshore installations that might be classed as ships for MLC purposes might find themselves having to comply with this requirement.	
British Chamber of Shipping	SI Draft Regulation 9	Most, if not all, offshore operations globally include the availability of helicopter and medivac support which would negate the requirement to be within 36 hours of a port with adequate medical equipment. This needs to be taken into account within the regulations. A further concern arises in relation to a ERRV involved in rescue operations from a rig or platform in distress. Its purpose is to recover survivors but this could take the total number of persons on board to over 100. Group A ERRVs are certified for over 300 survivors and Group B up to 300. The Chamber hopes that such an ERRV - or indeed any ship that is involved in a rescue - does not find itself convicted of an offence under this Regulation.	To consider:As explained in the consultation document, we did not consider that carrying forward this requirement to the new regulations would introduce any change to the statutory requirements pre-MLC, and no change was intended. However to avoid any unintended gold plating, the reference to 36 hours from a port with adequate medical facilities has been removed.
British Chamber of Shipping	SI Draft Regulation 10	The duty on Port State to allow seafarer access to medical facilities ashore (as set out in MLC Regulation 4.1 paragraph 3) arises when a seafarer is in need of immediate medical care. Hence the Chamber does not believe that the MLC gives seafarers an unfettered right to demand to go ashore to visit a doctor, as implied by the proposed wording of this Regulation. It must be necessary to demonstrate a need to do so, especially in view of the shipowner's duty to provide seafarers with health protection and medical care as comparable as possible to that which is generally available to workers ashore. Guidance should be provided on who is entitled to decide whether a seafarer is in need of medical care - immediate or otherwise - for which it is necessary to leave the ship.	The regulations have been amended to make clear that this duty applies to medical care which is not available on board,
British Chamber		There are certain circumstances, albeit rare, where it	It would be useful if suggestions for an alternative, more

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of Shipping		<p>would be unwise to send a crew member ashore for medical treatment as the facilities and instability in some parts of the world might well add to the risk rather than improve the crew member's circumstances. The imposition of criminal sanctions for breaches of Regulation 10(1) as proposed is certainly not appropriate. If a penalty is to be set out, it should be accompanied by what would constitute a good defence to any charge. Such matters could include:-</p> <ol style="list-style-type: none"> <li>1. i. Whether, in the opinion of medically trained officers on board it was possible to provide appropriate treatment on board</li> <li>2. . Whether circumstances in port made it hazardous to leave the ship</li> <li>3. Whether a local assessment revealed that no suitable medical facilities were available in the port</li> <li>4. Whether the seafarer submitted his request for shore-side treatment in a timely manner (i.e. not when the ship was on the point of leaving), or could demonstrate that it was not reasonable or practicable</li> </ol>	appropriate sanction could be made.
British Rigowners Association		The requirement to carry a doctor if more than 36 hours sailing time from a suitable port is not suited to MO(D)U's, which usually have a slow speed , but conversely are covered by other means of assistance and personnel transfer, for instance helicopter services and standby vessels. This scenario should be allowed for.	To consider: As explained in the consultation document, we did not consider that carrying forward this requirement to the new regulations would introduce any change to the statutory requirements pre-MLC, and no change was intended. However to avoid any unintended gold plating, the reference to 36 hours from a port with adequate medical facilities has been removed.

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British Rigowners Association		The liability of the shipowner for expenses related to a seafarer's illness or injury should be constrained to that imposed by the MLC, i.e. the expense of medical care. The proposed wording "any expense reasonably incurred" is too wide and will lead to inconsistent application as well as unintended results.	This regulation has been amended
British Rigowners Association		The term "offshore installation" is defined in the draft SI, but apparently not used.	No longer included.
IMCA	Consultation letter	Regulation to make clear that where the cost of medical care is met by public authorities under national law the shipowner is exempt from such liabilities. This is stated in the consultation letter (section 5, para 6.13 iv) but is not mentioned in either the draft regulations or MGN	The regulation has been amended.
IMCA	MGN; Section 5	Cost recovery from employer not shipowner should be made clear in MGN	MCA to consider expanding the guidance.
IMCA	MGN, Paragraph 6.1	Shipowners liability for dental & optical care extends only to acute needs.	Section 6 to be clarified to make clearer that medical care expenses, including those for replacement of optical or dental appliances, are related to "sickness or injury" only.
IMCA	MGN, Paragraph 7.1	Seafarer's right of access to medical care ashore extends only to urgent medical treatment	Section 6 to be clarified to make clearer that medical care expenses, including those for replacement of optical or dental appliances are only related to "sickness or injury"
IMCA	MGN Paragraph 7.2	More detailed advice on who can authorise a request for access ashore	MCA to consider expanding the guidance in paragraph 7.
IMCA	SI Regulation 8 (5)	Support proposal to limit the shipowner liability for wages in respect of a seafarer no longer on board to a period of 16 weeks	<b>Response to be considered.</b>
IMCA	SI General	If MLC requirements are applied to offshore personnel such as divers - current industry requirements may not	MLC applies to all seafarers. On UKCS, HSE requirements are considered equivalent.

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		match MLC requirements	
IMCA	SI Regulation 8 (3)	Expenses listed in Regulation 8 (3) appears to exceed the provisions in the MLC. Clarification is needed that the shipowners liability extends in respect of dental & optical care only to acute needs.	The point of the MLC provision on medical care is stated to be that seafarers should have access to medical care as near as possible to that they would have if they worked ashore, so limiting the provision to "acute" conditions is not appropriate. Radio medical advice should be taken on whether immediate care is needed.
IMCA	SI Regulation 8 (5)	Clarify that the two limitation periods are alternatives. Substitute "and" at the end of (a) with or.	This is clear from the existing wording (and is further restated in the MGN)
IMCA	SI Regulation 9	Some offshore installations might be regarded as a ship and therefore may need to comply with the requirement to carry a ships doctor	The reference to 36 hours from a port with adequate medical facilities has been removed to avoid unintended gold plating.
IMCA	SI Regulation 10	Seafarer's right of access to medical care ashore needs to be clarified	The regulations have been amended to make clear that this duty applies to medical care which is not available on board.
Lyn Yeo, Carnival UK	MGN, Sections 3 & 4	Section 3.1 gives details of when it is necessary for a medical doctor to be carried. Section 4.1 gives details of when it is not necessary to carry a medical doctor	Section 4 to be clarified. First aid/medical care training is an integral part of deck officer's certification requirements, regardless of whether or not there is a doctor on board the ship on which the deck officer works at any given time. CHECK. See also 129.
Lyn Yeo, Carnival UK	MGN Section 6.1	As the wording currently stands any dental or optical work the seafarer decides is required whilst on board must be provided and paid for by the shipowner	Section 6 to be clarified to make clearer that medical care expenses, including those for replacement of optical or dental appliances, are related to "sickness or injury" only.
Lyn Yeo, Carnival UK	MGN Annex 6.18	Following on from our dental concerns the example given in 6.18 of a loose filling, again speaks to the shipowner having responsibility for paying for all care, without balancing responsibility on the crew member to maintain	The point of the MLC provision on medical care is stated to be that seafarers should have access to medical care as near as possible to that they would if they worked ashore, so limiting the provision to "acute" conditions is not appropriate. Radio medical advice should be taken on

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		<p>their health.</p> <p><i>We would ask if examples were given around acute medical needs, albeit for this section those that aren't time critical. An example might be the identification of an inguinal hernia, without signs of strangulation.</i></p>	<p>whether immediate care is needed.</p>
Lyn Yeo, Carnival UK	MGN Section 6.1.1	<p>Concerns over requirement to provide all dental and optical treatment including repair or replacement of any appliances as detailed in 6.1.1</p> <p><i>Does the MLC allow for any caps to the liability in these areas?</i></p>	<p>Section 6 to be clarified to make clearer that medical care expenses, including those for replacement of optical or dental appliances, are related to "sickness or injury" only.</p>
Lyn Yeo, Carnival UK		<p><i>How is based in the UK defined? Does this mean practitioners on ships that are UK registered or ships who have a UK home port?</i></p> <p><i>(a) In the case of a practitioner based in the United Kingdom, a fully registered person who holds a licence to practise.</i></p>	<p>This relates to where the medical practitioner is resident or practises. Only doctors in the UK will have access to a "licence to practise".</p>
Lyn Yeo, Carnival UK		<p><i>We would appreciate some further clarity on the position of Deck officers on ships with arequirement to have a medical doctor.</i></p>	<p><i>This is not an MLC related issue.</i></p>
Lyn Yeo, Carnival UK	Guideline B4.1.13	<p>Recommendation that those in charge of first aid and medical care on board should have their training revalidated at least every 5 years. Although there is no requirement under STCW to revalidate first aid or medical</p>	<p>The requirement for a ship's doctor is separate from and additional to the requirement for deck officers to be trained in first aid/medical care, and (under EC law) there is no concession on the refresher training for the master and the</p>

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		<p>care training, EC Directive 92/29/EC requires the master and any other person in charge of medical care on board to keep their medical care or first aid certificate up to date - which requires revalidation at least every 5 years.</p>	<p>person in charge of medical care on board, whether or not a doctor is on board.</p>
<p>Mona Ehrenreich, Princess Cruises (Carnival Australia)</p>	<p>MGN 6.1.1</p>	<p>Concerns over the requirement to provide all dental and optical treatment including repair or replacement of any appliances as detailed in 6.1.1</p> <p><i>Replacement of appliances is going beyond dealing with an injury or illness to a person. Injury to hardware should not be covered by medical care provisions. If a person is hired already wearing glasses and they sit on them and they break during the period of employment but the prescription remains the same, how is the duty of replacement appropriate. Such an obligation would have the effect of encouraging seafarers to delay wellness and non-acute care until they happen to be on board a ship and no benefit is served by that.</i></p>	<p>Section 6 to be clarified to make clearer that medical care expenses, including those for replacement of optical or dental appliances, are related to "sickness or injury" only.</p>
<p>Mona Ehrenreich Princess Cruises (Carnival Australia)</p>	<p>MGN 6.1</p>	<p>As the wording currently stands any dental or optical work the seafarer decides is required whilst on board must be provided and paid for by the shipowner.</p> <p>Is there any ability to limit this to acute needs, as both dental and optical care may have chronic presentations, that could be presented by the seafarer during the time of employment, but not actually during the time of employment, nor affect their employment. A possible solution could be the inclusion of the word "acute" in the second line of 6.1</p>	<p>Section 6 to be clarified to make clearer that medical care expenses, including those for replacement of optical or dental appliances, are related to "sickness or injury" only.</p>

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Mona Ehrenreich, Princess Cruises (Carnival Australia)	SI Section 3	Definition of seafarer too expansive <i>See separate comments</i>	The definition of seafarer follows the MLC Article II and Resolution VII concerning information on occupational groups.
Mona Ehrenreich, Princess Cruises (Carnival Australia)	SI Section 8(1)	The wording is overly complicated and unclear. The language is confusing. It is much clearer for example in the MGN on Health Protection etc so it is suggested that the SI language be amended. With officers who may be on fixed term contracts it is overboard to start this duty from commencement of the agreement during which period an officer may be on leave. Suggest it is more appropriate to trigger the duty from "commencement of shipboard duties". Understanding when the duty of repatriation ends is fairly clear but 8(1)(b) "caused by circumstances or events arising during that period" seems extremely overboard. MLC states "arising from their employment between" and not from any circumstance or event occurring during that period. This is an important obligation and it should be very clear when these obligations are triggered.	Regulations to be amended to clarify that the shipowner is liable for medical care expenses for sickness while the seafarer is on board, or which occurs as a result of work on board.
Mona Ehrenreich, Princess Cruises (Carnival Australia)	SI Section 8(5)(a)	16 weeks is counted from when the sickness or injury first occurs. It is generally clear when an accident "occurs" but not all injuries and sicknesses can be tied to accidents. In such cases, when something "occurs" is unclear. Does this mean "manifested"? Does it mean something else? Again, this is an area where the respective obligations should be clear to all.	<b>Guidance to be reviewed.</b>
Mona Ehrenreich,	SI Section 8(5)(a) and (b)	Limitation applied on the shorter of (a) or (b) <i>The word "and" separating (a) and (b) should be changed to "or" so</i>	This is clear from the existing wording (and is further restated in the MGN)

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Princess Cruises (Carnival Australia)		<i>it is clear that both do not need to be achieved.</i>	
Mona Ehrenreich, Princess Cruises (Carnival Australia)	SI Section 10(1)	Requirement to allow seafarer to seek shoreside medical attention: This appears to be focused on the vast majority of ships that do not have expansive medical facilities onboard. In the case of large passenger ships with well staffed medical facilities, the shipowner should not be obligated to arrange for and pay shoreside medical attention unless it involves a matter beyond the capability of the shipboard medical facility to address or requiring a second opinion. This could be addressed by amending the SI language or allowing for this term to be addressed in a CBA.	The regulations have been amended to make clear that this duty applies to medical care which is not available on board.
Mona Ehrenreich, Princess Cruises (Carnival Australia)	Response to Question	Standard 4.2. This section purports to hold the shipowner responsible for medical care and expenses relating to periods after a seafarer has left the ship/company's employ and "in circumstances where the sickness or injury did not occur during the seafarer's period on board but is attributable "caused by circumstances or events" is extremely vague and does not help the parties understand their rights and obligations. For example, if a seafarer working onboard a ship gets a call that his wife has left him & becomes upset, & then signs off a week later & then has a mental breakdown a month after that, one could easily argue that the breakdown was caused by the event (call that his wife had left him) while he was onboard. Would it be all reasonable to oblige his former employer to provide medical care in this instance? And on top of the vagueness of what might be attributed where,	Regulations to be amended to clarify that the shipowner is liable for medical care expenses for sickness while the seafarer is onboard or which occurs as a result of work on board.

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		the language setting forth the beginning & end period during which later events would be related back is extremely unclear & not consistent with any other format other than possibly fixed term contracts. The 16 week limitation on payments is considered appropriate & reasonable & does provide some clarity to the parties' rights & obligations. The trigger as to when that period begins is worthy of additional clarification, as stated elsewhere in our comments.	
Nautilus	MGN Sub-paragraph 3.1	On the duty to carry a qualified medical doctor there is a typographical error in that the reference to "72 or more days duration" should be "72 hours or more duration". However Nautilus prefers the language used in the MLC Standard A4., paragraph 4(b) "three days duration" and would request that these words are used instead.	3 days is too much open to interpretation. 72 hours is more precise.
Nautilus	MGN Sub-paragraph 5.1	There should be inserted after the word "dental" the words "medicines, therapeutic appliances,". This is required to comply fully with MLC Standard A4.2 paragraph [c].	MGN to be reviewed.
	paragraph 5.2	When the draft regulations come into force the responsibility to provide medical care will no longer be contained within section 45 of the MSA 1995 but in the draft regulations themselves. Therefore this sub-paragraph needs to be amended to reflect the same.	MGN to be reviewed.
Nautilus	MGN Paragraph 6.1.1	Again there should be inserted after the word "dental" the words "medicines, therapeutic appliances,". This is required to comply fully with MLC Standard A4.2 paragraph [c].	MGN to be reviewed.
Nautilus	MGN Paragraph 6	Nautilus is of the view that the shipowners duty to defray these expenses cannot be shorter than a period of 16 weeks in a case where the seafarer has been declared	Not accepted. This would "gold-plate" the MLC standard A4.1.2(c).

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		permanently unfit before that period but still requires the relevant medical care. Therefore this paragraph should be amended accordingly.	
Nautilus	MGN Sub-paragraph 7.2	Nautilus would request that the paragraph ends with the following sentence " <i>Where the seafarer is in pain his medical condition may be serious then these should be factors which override all others and weigh very favourably towards the seafarer being able to seek immediate medical attention.</i> "	The point is already made in the MGN as drafted.
Nautilus	MGN Sub-paragraph 9.1	Nautilus is of the view that MLC Standard A4.1 paragraph 2, requires the competent authority to adopt a standard medical report form - therefore there appears to be no scope for allowing companies to develop their own medical report forms. Nautilus would therefore like this sub-paragraph to be amended to make it clear that all companies operating UK ships must use the model form in the Ship Captains Medical Guide.	Not agreed. The MLC requires the competent authority to make a form available. There is no requirement for all ships to use it. A company with ships on many flags may prefer to use a company form.
Nautilus	SI Regulation (8)2	The duty here is to "meet any expenses reasonably incurred in connection with the seafarer's sickness or injury". Nautilus objects to the word "reasonably" which is not in the corresponding MLC, Standard A4.2 , paragraph 1(a), which does not set out any limitation that the expenses must be "reasonable". It may well be that hospitals and doctors could charge seafarers expenses which are too high and unreasonable - this would not be the seafarer's fault. Seafarers' cannot be expected to know what charges are reasonable especially when they are not in their own country. Therefore Nautilus would ask that the word "reasonably" is taken out.	This would be a matter between the hospital and the shipowner (or their insurance company) The seafarer is unlikely to have had any choice about the hospital where treatment was given, so even if the hospital has charged an unreasonable amount, the seafarer has incurred a "reasonable" expense.
Nautilus	SI Regulation 8(7)	Nautilus is of the the view that where a shipowner fails to	Agreed

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		comply with its duties under draft regulation 8(2) it should be to a criminal charge carrying a penalty of a fine of level 5 on the standard scale. Such a sanction should encourage compliance with these important provisions.	
Nautilus	SI Regulation 10(2)	Right to medical attention - Nautilus is of the view that where a shipowner fails to comply with its duties under draft regulation 8(2) it should be subject to a criminal charge carrying a penalty of a fine of level 5 on the standard scale. Such a sanction should encourage compliance with these important provisions.	<b>Response to be considered</b>
Nautilus	SI Regulation 12(1)(b)	Detention of United Kingdom Ships and certain other ships - it is not clear why this sub-paragraph and other sub-paragraphs within draft regulation 12 only refer to non-compliances with regulation 9 (Duty to carry a medical practitioner on ship) Nautilus is of the view that this paragraph should be drafted so that the detention powers apply when there are breaches of all the MLC obligations which these draft Regulations implement. Therefore Nautilus would suggest that the following other provisions are dealt with within draft regulation 12:- draft regulation 8 (Shipowners to make provision for seafarer medical and other expenses); draft regulation 9 (Duty to carry a medical practitioner on ship) - this of course should be retained; draft regulation 10 (Right to medical attention) . If these suggestions are accepted then the corresponding changes will also have to be made within draft regulation 12 at the following points:- draft regulation 12 (1) (a) and (b)(ii); draft regulation 12(6)(a); draft regulation	Detention provision amended to cover any breach of the regulations (to take account of "repeated breaches" provision A5.2.1.6)
Nautilus	SI Regulation 12(4)	To fully comply with MLC, Standard A5.2.1, paragraph 6, there should be inserted into this provision the duty to	Agreed.

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		"invite a representative of the flag State to be present, if possible, requesting the flag State to reply within a prescribed deadline. The authorised officer shall also inform forthwith the appropriate shipowners' and seafarers' organisations in the port State in which the inspection was carried out."	
	12(9)	It may be that there is a drafting error here and that the reference to "paragraphs (7) to (9) should be a reference to paragraphs (6) to (8)	Numbering to be checked.
Nautilus	SI Regulation 14(4)	As regards draft regulation 14(4) - there should be added at the end after the words "of that State" the words "and invite a representative of that State to be present, if possible, requesting that State to reply within a prescribed deadline. The authorised officer shall also inform forthwith the appropriate shipowners' and seafarers' organisations in the port State." The insertion of these words is necessary to fully comply with MLC Standard A5.2.1 paragraph 6.	<b>Response to be considered.</b>
Nautilus	SI Regulation 8(3)	Nautilus would ask that additional words are inserted to make it clear that shipowners are also liable to defray the expense incurred in the supply of necessary medicines and therapeutic appliances. This could be achieved by inserting the word "dental" the words "medicines, therapeutic appliances,".	We consider this is clear from the existing wording.
Nautilus	SI Regulation 4.1	Nautilus agrees with this approach in general but will make specific comments after considering the draft Regulations and the MGN and make those points under those provisions.	No response required.
Nautilus	SI Regulation 4.1.3	Nautilus is of the view that where this provision has not been complied with it should be an offence on the part of	It is conceivable that a Master might go against company instructions on allowing seafarers for medical care, in

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		the shipowner punishable by a fine of level 5 on the standards scale. This would hopefully provide a sufficient deterrent against non-compliance but the use of improvement notices should be considered by the MCA in addition. There should be no offence created for the master.	which case a penalty against the master should be available.
Nautilus	Standard A4.1(c)	Yes Nautilus believes that such guidance would be useful. The Union has no major objection to the criteria proposed which points towards a balancing act in considering various competing factors as to determining whether circumstances are reasonably practicable or not. However we ask that some content is inserted which emphasises that where the seafarer is in pain or his medical condition may be serious then these should be factors which override all others and weigh very favourably towards the seafarer being allowed to seek immediate medical attention.	Wording to be reviewed - however, not every eventuality can be covered.
Nautilus	Standard A4.1(e)	There is no reason why such proactive measures could not be encouraged by including in the MGN detailed guidance on the various ways in which measures of a preventative character such as a health promotion and health education programmes can be achieved.	<b>Response to be considered</b>
Nautilus	Standard A4.1(d)	Nautilus agrees that the UK complies with these provisions so long as the service is free of charge to seafarers and ships and is available 24 hours per day.	This is the case.
Alan Goodden P&O Ferries Holdings	Standards A4.1 & A4.2	Recommendation that wording is adjusted to "seafarers working on board ships"	Is this referring to Medical Care regulation 8(1)? Agree this needs to be clarified in light of MLC Reg 4.1.1
Alan Goodden P&O Ferries	SI Regulation 8	Shipowners duty to make provision for Medical Care & other expenses	See previous response.

Consultee	Reference and Regulation	Outline of Comments	MCA Response
Holdings			
Pauline Marchand, IGP&I	SI Regulation 8(5)	<p>Regulation 8 (5) which refers to the periods for which the expenses are limited to, should also make clear that the periods under (a) and (b) are alternatives. Indeed the duty of the shipowner to meet the expenses of medical care is alternatively limited to a period of 16 weeks beginning on the day on which the sickness or injury first occurs; or a period beginning on the day on which the sickness or injury first occurs.</p> <p>For ease of reading, to reflect these comments, the IG is suggesting the following alternative wording (in bold) to Regulation 8: Subject to paragraphs (4) and (6), the shipowner must meet (any) those expenses reasonably incurred in connection with the seafarer's sickness or injury. (3) Expenses incurred in connection with a sickness or injury include are limited to - (a) expenses of surgical, medical, dental or optical treatment (including repair or replacement of any appliance); and (b) expenses for board and lodging (....) (5) Subject to paragraph (6), the duty in paragraph (2) is limited to the expenses incurred during which of the following is the shorter (a) a period of 16 weeks beginning on the day the sickness or injury first occurs; and or (b) a period beginning on the day on which the sickness or injury first occurs (...) (3) The liabilities of the shipowner referred to under paragraph (2) include liabilities are those arising under (a) regulation 7(b) regulation 8 of the Merchant Shipping (MLC) (Medical Care) Regulations 20xx (c) the relevant sections of the seafarer employment agreements of seafarers working on the ship which provide for compensation in the event of</p>	This is clear from the existing wording (and is further restated in the MGN)

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		<p>death or long term disability of the seafarer; (5) Paragraph (1) to (4) of this regulation do not apply to a seafarer insofar as- (a) the injury referred to in paragraph (2) and (3) was incurred while the seafarer was not at work (b) the injury or sickness referred to in paragraph (2) and (3) was incurred due to the seafarer's willful misconduct; and (c) the sickness or incapacity for work existed on the date on which the seafarer entered the seafarer's employment agreement and the seafarer deliberately concealed the sickness or incapacity from the shipowner.</p>	
Pauline Marchand, IGP&I	SI Regulation 9	<p>The IG agrees that the exclusions from the shipowner's liability provided for in Regulation 9(9) are appropriate and reasonable. As stated above, the exclusions should be reiterated under Regulation 8.</p>	<b>Response to be considered.</b>
RMT	Regulation 4.1 and Standards A4.1.1 & A4.1.2	<p><i>Views on the proposal on the cost of medical care as a means of meeting the requirements: We largely agree with the proposed ratification of the Medical Care provisions of the MLC. We would, however, like to see seafarers who are sick exempted from the 16 week limitation on liability and for employer liability to continue for a period after the end of the tour of duty. This would be particularly relevant to seafarers involved in accidents who develop post traumatic and/or other clinically recognised psychological ailments some weeks after repatriation from the ship but whose condition is directly attributable to service on ship. We believe that the Draft Statutory Instrument should be amended in order to recognise this.</i></p>	Not accepted . This would be gold-plating the MLC standard.
RMT		<p><i>Views on proposal for meeting the requirements: We support the proposed approach, although we would like to</i></p>	Sanction will be included in the final regulations.

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		<i>see the sanction for non-compliance with the onshore medical treatment access regulations to be set out in detail and included in the Secondary Legislation.</i>	
RMT	SI Regulation 10	We are not content with the wording, specifically the use of the phrase "reasonably practicable", as we have serious concerns about UK seafarers' ability to access onshore medical treatment in non-UK ports, This is due to the UK Government's reluctance to start work on complying with International Labour Organisation Convention 185 on Seafarer's Identity Documents. Recent written answers in the House of Commons [reference 22 Feb 2012, Hansard Col. 876W ] revealed that the Government appears to let this issue lie, as it is unwilling or reluctant to accept the cost of new ID documents for seafarers. We believe that this issue is a direct threat to the proposed regulations. We also believe that the system of fines for non-compliance should be outlined in the draft regulations, at Regulation 10 in the Draft SI. We do not believe that the proposal for the MCA to serve an improvement notice on a shipowner that has not complied with Regulation 10, even in its current form, would work in the interests if seafarer access to onshore medical treatment as set out in Regulation 4.1 of the Convention.	<b>Response to be considered.</b>
RMT		We support a mandated Seafarers' health form when the seafarer requires onshore treatment	Noted
RMT	UK requirements to comply with the provisions on medical stores.	Yes	Noted.
RMT	UK provision for	Yes	Noted.

<b>Consultee</b>	<b>Reference and Regulation</b>	<b>Outline of Comments</b>	<b>MCA Response</b>
	radio medical advice		