

**The Result of Investigation on the two crew members injured while working onboard fishing vessels flying Taiwanese flag, provided by Global Labor Justice - International Labor Rights Forum (GLJ-ILRF) at the Boston Seafood Expo in the United States.**

Taiwan Fisheries Agency

May 1<sup>st</sup>, 2024

At the Boston Seafood Expo held in the United States in March 2024, GLJ-ILRF indicated that there were two Indonesian crew members injured during their employment on fishing vessels flying Taiwanese flag. The relevant issues reported by media, which were briefly mentioned as bellows:

1. Adrei Nelwan worked as a migrant fisher from Indonesia for Taiwan distant water fishing vessels from 1995 until 2021. When he worked on a distant water fishing vessel, a snapped fishing line stroke his eye and resulted in permanent blindness. "Although I was clearly in need of medical help, my captain forced me to continue working for another month on the high seas. I was allowed to rest for only a few days and then I treated my injury using antibiotics and paracetamol that I brought with me to relieve the pain," "On August 31<sup>st</sup>, 2021, the vessel docked, and I was brought to a hospital, but the treatment was only meant to prevent infection, no other procedures were taken to save my eyesight" said Adrei. The recruitment agent through which he obtained employment to work on the vessel transferred him to another vessel while he was at port without his consent. Because he refused to accept the transfer, he was deported without any compensation or insurance. His wife in Indonesia took out a loan for \$5,000 to try to cover medical treatment in Indonesia, but by then a medical intervention was too late to save his eye.
2. Susanto, also injured his eye due to a snapped fishing line and said injuries due to snapping fishing lines are common. In addition, the denial of medical care and being forced to continue working through injuries is also common throughout the industry. "I did not receive any medical help back then, but if we had Wi-Fi access back then I would have been able to receive medical help and my eye would be saved," said Susanto.

In this report, Taiwan Fisheries Agency (TFA) provided the grievances submitted by the two fishers, Adrei Nelwan and Susanto, in addition to the results of the agency's investigation.

### **The case of Andrei Arnold Nelwan**

#### **The grievance submitted by the crew member:**

Andrei submitted his grievance through the 1955 hotline provided by Ministry of labor on May 29<sup>th</sup>, 2023. He also severally forwarded his grievances via TFA's official phone and website, inquired the processing status of the case and provided testimonies from other crew members. According to his claim, during his employment (on July 5<sup>th</sup>, 2021), his right eye was struck by a snapped fishing line. However, he alleges that he did not receive proper medical treatment, and was repatriated back to Indonesia with an early termination of his contract before the due date. Upon returning to Indonesia, he underwent medical treatment at his own expense, while the employer did not cover relevant fees. In his grievance, he mentioned that due to the surgery, his eye is not able to tolerate the weather conditions, which makes him impossible to continue working onboard fishing vessels. He requests assistance from Taiwan's government in claiming the compensation for medical insurance covering his injury during his first employment period.

#### **Results of Investigation:**

Adrei was employed and worked on Taiwanese fishing vessel "CHIN XXXXX NO.6" since March 9<sup>th</sup>, 2021, and left the occupation on September 9<sup>th</sup>, 2021. On May 26<sup>th</sup>, 2023, he returned to Taiwan, and worked on the fishing vessel "SHIN XXXXX NO.1" until September 26<sup>th</sup>, 2023.

TFA had an interview with the operator/captain of the vessel "CHIN XXXXX NO.6" and the recruitment agent facilitated Adrei's employment in June 2023. According to the recruitment agent and the operator, the vessel docked in port on August 15<sup>th</sup>, 2021, and underwent a 14-day quarantine period in accordance with the regulations at that time. However, due to operational difficulties, the vessel's operator decided not to leave the port. The operator attempted to help Adrei being employed on another vessel, but Adrei requested a higher wage of 600 USD, which no other vessel operator was willing to afford. Consequently, the vessel operator covered the expense of Adrei's flight ticket to Indonesia. It was

later confirmed that the vessel's ownership was transferred in December 2021 because of financial difficulties, indicating that termination of the contract was not with any malicious intent. In addition, Adrei had contacted TFA to check the processing status of his grievance and indicated that he requested to return to Indonesia for the purpose of seeking medical treatment. Therefore, he refused to transfer to another vessel.

Regarding his injury, Adrei reported to the operator on August 31st, 2021, stating that he was struck in the eye by a snapped fishing line while working at sea. Subsequently, Adrei was accompanied by the recruitment agent and an interpreter, commissioned by the operator, to hospital for medical treatment. According to the medical report, Adrei was diagnosed with conjunctivitis in his left eye, which was not severe. Additionally, his right eye was suspected to have undergone surgery, as evidenced by sub-conjunctival edema. According to Adrei's statement, he used to undergo a surgery for glaucoma in his right eye in Indonesia. During the interview, the recruitment agent stated that the doctor prescribed eye drops for the conjunctivitis in Adrei's right eye, and the vessel operator covered the registration and medical expenses. Moreover, through the interpreter, Adrei was informed that his eye issue was diagnosed as conjunctivitis which did not fulfil the criteria for claiming insurance compensation.

After returning to Indonesia, Adrei had undergone several medical treatment since October 2021. According to the medical report, he was diagnosed with secondary glaucoma and choroidal detachment. When Adrei returned to Taiwan for employment on the vessel, "SHIN XXXXX NO.1," on May 26, 2023, his medical examination showed that his right eye was swollen, but the vision was normal, and there were no eye diseases detected. The operator of vessel, "SHIN XXXXX NO.1", stated that Adrei did not reported any issues in his eyes during his employment, but only mentioned his inability to continue working due to eye issues and requested to terminate his contract and returned to Indonesia when the vessel docked in port in September 2023.

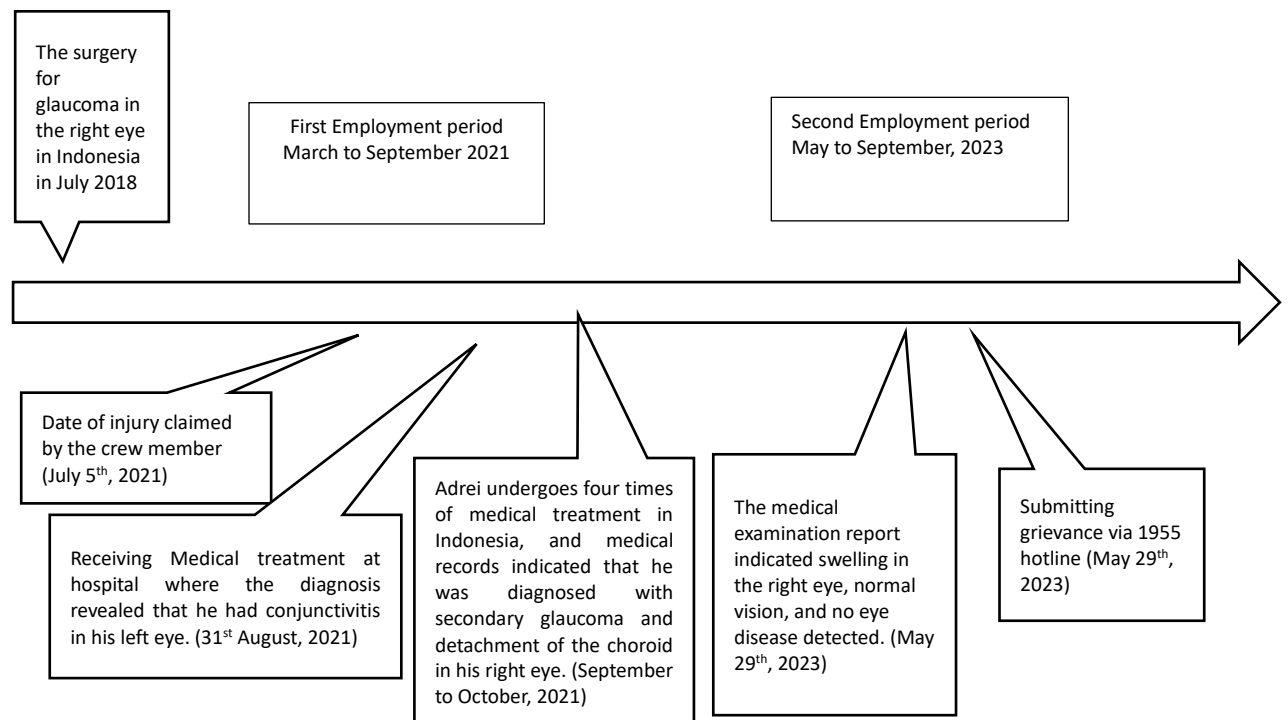
#### **Adrei's contradictory statements and the actions taken by Taiwan Fisheries Agency**

1. According to Adrei's medical records in Taiwan on August 31<sup>st</sup>, 2021, he was diagnosed with conjunctivitis in his left eye and sub-conjunctival edema in his right eye. The doctor did not diagnose any condition of blindness in his right eye or a severe requirement for immediate surgery. This contradicts his claim of

severe eye injury and the vessel operator's alleged failure to provide immediate and proper medical treatment.

2. Adrei had undergone surgery on his right eye before his first employment in Taiwan, and received medical treatment in Indonesia for his right eye multiple times between October and November 2021, where he was diagnosed with secondary glaucoma and choroidal detachment. However, it cannot be determined whether these conditions were related to his injury while working on the fishing vessel. During his second employment in Taiwan in 2023, medical examination showed that there was swelling in his right eye, but both of his eyes were with normal vision. Nonetheless, he immediately claimed blindness in his right eye and requested insurance compensation for the injury sustained during his first employment in Taiwan in 2021. The inconsistencies and confusion in his claims and relevant information make it difficult to ascertain any causal relationship between the blindness in his right eye and his injury during his first employment on the fishing vessel.
3. According to the medical records, his medical examination and testimonies provided by the operator and recruitment agent, the allegation made by Arei are inconsistent with the evidence currently held by TFA. In addition, it is not possible to prove that there were any causal relationship between the blindness in his right eye and the injury sustained during his work on board the vessel.
4. The vessel operator also assisted the crew member in applying for insurance compensation after the incident. However, the insurance company determined that the subsequent medical expenses incurred after returning to crew members' home country were outside the coverage period of the insurance policy. Therefore, the company was unable to process the claim for insurance.

## The timeline of the case of Adrei



## The case of SUSANTO

### The grievances submitted by the crew member:

On April 5, 2022, TFA received a report forwarded by the Stella Maris regarding Susanto's grievance. The crew member claimed that after seeking medical treatment for his injured eye upon the vessel's arrival at port, he was informed that the insurance company would not compensate him for his injury. In addition, he stated that the vessel's operator intended to repatriate him on April 7, which prompted him to submit the grievance.

On March 13<sup>th</sup>, 2024, Susanto submitted his second grievance via "Taiwan Foreign Crew Member Interactive Platform" ( <https://happyfisherman.tw/> ), stating that a fishing hook injured his eye and resulted in blindness while working onboard the vessel, "AN XXXXX". However, both the employer and the insurance company claimed that such injury was not subjected to insurance compensation, which prompted him to submit the grievance.

**Result of Investigation:**

SUSANTO started working onboard Taiwanese fishing vessels in 2017 and had previously worked on three other Taiwanese fishing vessels before working onboard fishing vessel, "AN XXXXXX". In addition, he had begun working on the vessel "AN XXXXXX" since June 2021.

Upon receiving the grievance forwarded by Stella Maris on April 5, 2022, TFA had conducted an investigation. The vessel's operator stated that the crew member had been assisted in receiving medical treatment at a local hospital. His medical report showed that the crew member suffered from blunt trauma, along with traumatic dislocation of the crystalline lens, secondary glaucoma, and blindness in the right eye. The total medical expenses amounted to over NT\$190,000, which were fully borne by the vessel's operator. In the presence of officials from the Indonesian Economic and Trade Representative Office in Taipei, the vessel's operator achieved an agreement with the crew member to compensate NT\$25,000 for medical expenses and additional NT\$25,000 as consolation payment. In addition, the vessel's operator covered the transportation expenses to assist the crew member in returning to Indonesia.

According to the maritime report and fishing vessel accident notification report for the fishing vessel, "AN XXXXX", an Indonesian crew member was reported to sustain an eye injury due to misoperation. After receiving medical treatment, the crew member claimed to be blindness. According to the Vessel Monitoring System (VMS) of the fishing vessel, "AN XXXXX", the vessel directly had returned to Taiwan since the crew member was injured. In addition, it did not engage in further operations at sea. However, the fishing vessel was approximately 2,260 nautical miles away from Taiwan (Donggang, Pingtung) when the incident occurred. Assuming that the vessel continuously sailed with the speed of seven to nine knots per hour, it would take approximately 13 to 14 days to arrive in Taiwan. The vessel arrived at the port of Donggang on February 28<sup>th</sup>, which is reasonable and not indicative of any delay in seeking medical treatment. Upon the vessel's arrival at port, the crew member was sent to hospital, but his right eye was later diagnosed with permanent blindness.

With respect to his claim for insurance, the vessel's operator stated that the contractual terms of the insurance contract only compensated NT\$25,000, and provided evidence from the insurance company. According to the terms of the

insurance contract, vision loss in one eye was not subjected to compensation, so only the medical expenses of NT\$25,000 were compensated by the company. Upon investigation, it was found that the insurance company had amended its insurance policy for distant water fishing vessels after the incident. Vision loss in one eye is now included in the current insurance contract, being in compliance with TFA’s regulations that such disability shall be subjected to compensation with an amounts of NT\$600,000.

