International Oil Pollution Compensation Funds

Agenda item 3	IOPC/NOV25/**3/5**	
Date	27 August 2025	
Original	English	
1992 Fund Assembly	92A30	
1992 Fund Executive Committee	92EC85	●
Supplementary Fund Assembly	SA22	

INCIDENTS INVOLVING THE IOPC FUNDS — 1992 FUND

ALFA I

Note by the Secretariat

Objective of document:	To inform the 1992 Fund Executive Committee of the latest developments regarding this incident.
Summary:	On 5 March 2012, the Greek registered tanker *Alfa I*, laden with 1 800 metric tonnes of cargo, hit the wreck of the *City of Mykonos* while crossing Elefsis Bay, near Piraeus, Greece and sank, with the escaped oil impacting some 13 kilometres of the shoreline of Elefsis Bay. Clean-up operations were conducted at sea and on the shoreline. In May 2015, the Piraeus Court of First Instance awarded the main clean-up contractor the sum of EUR 14.4 million. The 1992 Fund settled the main contractor's claim for EUR 12 million and is claiming back from the insurer the 1992 Civil Liability Convention (1992 CLC) limit (SDR 4.51 million or EUR 5.26 million[<1>]). In February 2018, the Bank of Greece revoked the insurer's license and placed the company in liquidation. *Insurer's liquidation* The 1992 Fund filed applications for prenotated mortgages[<2>] against buildings owned by the insurer and registered its claim with the liquidator in order to raise the 1992 Fund up the list of creditors of the insurer. After a series of court hearings, the 1992 Fund succeeded with its claims at the Greek Supreme Court and now the right of the 1992 Fund to register prenotated mortgages against the insurer's properties, forcing their sale, is undisputed. In early 2024, the Athens Court of Appeal issued a judgment which ordered the liquidator to include the 1992 Fund's claim in the list of insurance claims.

[<1>] The exchange rate used in this document as at 5 March 2012, i.e. the date of the incident, is SDR 1 = EUR 1.166640.

[<2>] A prenotated mortgage is a right *in rem*. Upon a final and unappealable judgment being issued, the prenotated mortgage may be rendered into a full mortgage, retroactively as of the date of registration of the prenotated mortgage. Therefore, if the prenotated mortgages are registered, the 1992 Fund's claim for compensation will rank ahead of other unsecured claims.

Recent developments:	In 2025, buyers were found for two properties (one property in Athens at EUR 321 574 and one property in Thessaloniki at EUR 253 101) upon submissions of competitive offers. The notarial contracts of sale will be signed later in 2025. For the remaining properties, the liquidator is in contact with the supervising authority at the Bank of Greece about the proper sale procedure.
Action to be taken:	1992 Fund Executive Committee Information to be noted.

1 Summary of incident

Ship	*Alfa I*
Date of incident	05.03.2012
Place of incident	Elefsis Bay, Piraeus, Greece
Cause of incident	Collision with submerged wreck of vessel
Quantity of oil spilled	Estimated to be approximately 330 mt
Area affected	Contamination of some 13 km of shoreline of Elefsis Bay near Piraeus, Greece
Flag State of ship	Greece
Gross tonnage	1 648 GT
P&I insurer	Aigaion Insurance Company SA, Greece
CLC limit	SDR 4.51 million (EUR 5.26 million)
STOPIA/TOPIA applicable	Not applicable
CLC + Fund limit	SDR 203 million (EUR 237 million)
Legal proceedings	• a claim against the shipowner, insurer and 1992 Fund, by the main clean-up contractor for some EUR 15.8 million which was settled for EUR 12 million; • appeal proceedings brought by the shipowner/insurer against the main clean-up contractor and the 1992 Fund. The insurer appealed the March 2018 judgment of the Piraeus Court of Appeal to the Greek Supreme Court. The Supreme Court has dismissed all of the insurer's grounds of appeal; • a claim against the shipowner/insurer by the second clean-up contractor; • a claim against the 1992 Fund by the second clean-up contractor for some EUR 349 400 commenced in September 2019, despite becoming time-barred on 5 March 2018; • recourse proceedings brought by the 1992 Fund for prenotated mortgages against the insurer's unencumbered properties for recovery of the 1992 CLC limit; • legal proceedings bought against the insurer for selling a property at an undervalue thereby seeking to defraud creditors; and • a claim by the Greek State against the shipowner/insurer. In February 2015, a writ of action was served by the Greek State on the shipowner/insurer for approximately EUR 222 000 for clean-up expenses. A hearing for directions took place in May 2015. In July 2018, the Greek State registered its claim with the insurer's liquidator. The distribution of the insurer's liquidated assets is still awaited.

2 Background information

The background information to this incident is provided in more detail in the online *Alfa I* incident report.

3 Civil proceedings

3.1 Claim by second clean-up contractor

3.1.1 For details of this claim, please see document IOPC/NOV23/3/6, paragraphs 3.1-3.6.

3.1.2 The Court dismissed the contractor's claim and confirmed that, irrespective of any notification of a claim to the IOPC Funds against the shipowner or its insurer under Article 7 of the 1992 Fund Convention, it was always necessary to submit a formal writ of action against the IOPC Funds no later than six years from the date of the incident that caused the damage. The claim was therefore held to be time-barred.

3.2 Settlement with the main clean-up contractor

3.2.1 In April 2016, the 1992 Fund Executive Committee authorised the Director to settle the main clean-up contractor's claim for EUR 12 million and to claim back from the insurer the sum due under the 1992 CLC. In October 2016, the 1992 Fund settled the main clean-up contractor's claim against the shipowner, insurer and the 1992 Fund for EUR 12 million, in consideration of an assignment from the clean-up contractor to the 1992 Fund of an equal part of its claim against the insurer. The main contractor's original claim amounted to some EUR 15.8 million plus interest and costs.

3.2.2 Shortly after the payment was made to the main contractor, the shipowner/insurer filed appeals against the first instance judgment originally rendered in May 2015. The main contractor also filed an appeal against the shipowner/insurer, attempting to increase the figure awarded by the judgment in May 2015 (EUR 14.4 million) to the figure originally claimed (EUR 15.8 million).

3.3 Court of Appeal judgment No. 187/2018

3.3.1 In March 2018, the Piraeus Court of Appeal issued judgment No. 187/2018 dismissing all the shipowner/insurer's appeals against the first instance judgment originally rendered in May 2015.

3.3.2 The judgment distinguished the case of carriage of more than 2 000 tons of oil (in which case the 1992 CLC right to limit would apply) from the case of carriage of less than 2 000 tons of oil. However, in either case, the Court held that there was an obligation to insure and a right of direct action against the insurer. Furthermore, since no limitation fund had been established in this case, the Court held that the insurer was liable for the full amount claimed, i.e. for EUR 15.8 million.

3.3.3 However, in June 2019, the insurer filed an appeal against judgment No. 187/2018, arguing that these were two separate insurable risks (insurance for carriage of cargoes of at least 2 000 tons under the 1992 CLC and insurance for carriage of cargoes of less than 2 000 tons under Article 9 of law 314/1976) and that the Piraeus Court of Appeal had mixed them by accepting a compensation liability under Article 9 of law 314/1976 on the basis of a 1992 CLC certificate that was issued for a different risk.

3.3.4 The 1992 Fund's lawyers filed an appeal to the Supreme Court supporting the obligatory insurance under Article VII of the 1992 CLC and the ensuing right of direct action against the insurer, and to further highlight that the blue card was issued by the insurer and subsequently relied upon by the Greek authorities in granting the 1992 CLC certificate. Furthermore, it was the view of the 1992 Fund's lawyers that the Conventions should prevail over domestic law as supported by Article 28 of the Greek Constitution. The 1992 Fund's lawyers arranged a joint hearing with the insurer's appeal.

3.4 Supreme Court judgment No. 784/2021

3.4.1 In February 2021, the Court considered both appeals and in July 2021, the Supreme Court issued its judgment, dismissing the insurer's appeal in its entirety.

3.4.2 The insurer had argued that the application of Article VII(8) of the 1992 CLC was dependent on the existence of an obligatory insurance under Article VII(1) of the 1992 CLC. Article VII(1) of the 1992 CLC states:

> 'The owner of a ship registered in a Contracting State and carrying more than 2 000 tons of oil in bulk as cargo shall be required to maintain insurance or other financial security, such as the guarantee of a bank or a certificate delivered by an international compensation fund, in the sums fixed by applying the limits of liability prescribed in Article V, paragraph 1 to cover his liability for pollution damage under this Convention.'

3.4.3 The insurer had argued that since the *Alfa I* carried less than 2 000 tons of persistent oil, the existing insurance was not obligatory, and this precluded its obligation to pay, or for there to be a right of direct action against the insurer.

3.4.4 However, the Supreme Court held:

(1) The issuance by the appropriate authority of a Contracting State of a certificate (based on the blue card issued by the insurer) signifies that there exists in place an insurance cover, entered in accordance with the CLC provisions regarding an **obligatory** insurance. Therefore, the mere existence of the certificate leaves no room for dispute or of the obligation of the insurer to pay.

(2) The wording of the CLC Article VII(1) '…carrying more than 2 000 tons.' should be interpreted to mean **capable to carry more than 2 000 tons**. Therefore, the Supreme Court linked the obligation of insurance (or other financial security) to the carrying **capacity** of a vessel (tonnage), irrespective of the actual quantity carried on board. The judgment states that even an empty tanker with a carrying capacity of more than 2 000 tons of oil as cargo must maintain insurance, to cover possible pollution by persistent oil used as bunkers.

3.4.5 The 1992 Fund's lawyers have advised that in light of the Supreme Court judgment, the obligation of the insurer to pay is now undisputable.

3.4.6 The 1992 Fund's lawyers are concentrating their efforts on the procedure for rendering the prenotated mortgages on the insurer's properties into full mortgages, in an effort to recover the 1992 CLC limitation fund monies paid on behalf of the insurer.

4 Recourse actions

4.1 Recoverability of the 1992 CLC limit from the insurer

4.1.1 After making payment to the main contractor in October 2016, the 1992 Fund attempted to persuade the insurer to repay the limitation sum due under the 1992 CLC. However, after failing to reach an amicable solution with the insurance company, the 1992 Fund's lawyers advised that in their view, the 1992 Fund's interest would be better safeguarded by securing its claim in respect of the limitation sum due from the insurer under the 1992 CLC, through mortgages obtained over the insurer's assets, including some EUR 10.6 million of unencumbered assets (properties)[<3>].

4.1.2 The 1992 Fund instructed its lawyers to immediately file applications at six different Greek land registries in whose jurisdictions the insurer's properties were located, to register prenotated mortgages, in order to secure the 1992 Fund's claim in respect of the sum due from the insurer under the 1992 CLC, which had been paid by the 1992 Fund as part of the main contractor's settlement. However, initially only the land registry in Thessaloniki accepted the 1992 Fund's application and granted the registration of prenotated mortgages on two properties owned by the insurer as security for a proportion of the 1992 Fund's claim, amounting to EUR 851 000.

4.2 Applications for prenotated mortgages — Thessaloniki

In July 2017, the insurer submitted a writ of action before the Thessaloniki Court of First Instance, requesting the deletion of the prenotated mortgages recorded on its Thessaloniki properties on the grounds that the first instance judgment of the Court of Piraeus could not be considered a title for the prenotated mortgages since it was issued in 2015. Pleadings for this writ of action were submitted before the Thessaloniki Court of First Instance in November 2017. In late 2018, the Thessaloniki Court of First Instance issued a judgment, dismissing the insurer's request, which the insurer subsequently appealed. The hearing of this appeal took place in December 2019 on documents alone before the Thessaloniki Court of Appeal. In 2020, the Court of Appeal dismissed the insurer's appeal.

4.3 Applications for prenotated mortgages — Athens

In early August 2017, the 1992 Fund appeared before the Athens Court of Appeal for a hearing date for its appeal against the Athens Court of First Instance judgment that had dismissed the 1992 Fund's application for prenotated mortgages over the insurer's properties in Athens, Koropi, Faliro and Glyfada. The appeal was set for hearing on 9 November 2017. In February 2018, the Athens Court of Appeal dismissed the 1992 Fund's appeal and held that the possibility to record prenotated mortgages by virtue of a first instance judgment existed only for judgments that were issued after 1 January 2016[<4>] and which were declared provisionally enforceable. In November 2018, the 1992 Fund appealed the decision of the Athens Court of Appeal to the Supreme Court. The Supreme Court subsequently dismissed the insurer's appeal.

[<3>] Article 240 of law 4364/2016 (enacting in Greece the Solvency II Directive 2009/138/EC) equips with a privilege, ahead of insurance claims, *inter alia*, claims on properties encumbered with rights *in rem*. A prenotated mortgage is a right *in rem*. Upon a final and unappealable judgment being issued, the prenotated mortgage may be rendered into a full mortgage, retroactively as of the date of registration of the prenotated mortgage. Therefore, if the prenotated mortgages are registered, the 1992 Fund's claim for compensation will rank ahead of other unsecured claims.

[<4>] The judgment was issued in May 2015.

4.4 Applications for prenotated mortgages — Piraeus

4.4.1 The 1992 Fund's application to register prenotated mortgages was initially denied by the Piraeus registry but following a successful appeal, a prenotated mortgage was recorded on a property owned by the insurer in Piraeus. The insurer filed a caveat against the judgment which was accepted by the Court but subsequently appealed by the 1992 Fund. In July 2018, the Piraeus Court of Appeal issued its judgment, finding in favour of the 1992 Fund and accepting the opposite views from those accepted by the Athens Court of Appeal. The insurer (now in liquidation) appealed the decision of the Piraeus Court of Appeal to the Supreme Court and a hearing date was set for February 2020 but was delayed by the outbreak of the COVID-19 pandemic.

4.4.2 In late 2020, the Supreme Court issued judgment No. 1000/2020 dismissing the insurer's appeal. This concluded the dispute of whether the 1992 Fund was entitled to register prenotated mortgages, as the 1992 Fund was successful in both appeals before the Supreme Court. The Athens Court of Appeal was obliged to comply with the judgment by the Supreme Court, and to order the land registries to record the prenotated mortgages. The 1992 Fund's lawyers attempted to convince the Supreme Court to order the land registries to do so without further delay, but the Supreme Court insisted upon the land registries being ordered to do so by the Athens Court of Appeal, and a court hearing was set for June 2022. A judgment from the Athens Court of Appeal confirming the Supreme Court judgment was issued, meaning that the 1992 Fund's claim will be paid out of the liquidated property, together with all other 'insurance claims'.

4.5 Legal proceedings against the insurer for potentially defrauding creditors

4.5.1 During the litigation regarding the assets of the insurer and the 1992 Fund's attempts to obtain prenotated mortgages over the insurer's properties, it was discovered that the insurer had sold to third parties, a property in Athens for a price of EUR 370 000, when the property had, in fact, had an imputed tax value of EUR 1.03 million and a commercial value of EUR 1.5 million. Considering the large difference between the sale price and the commercial value, and after considering the criteria established under the Greek Civil Code, the 1992 Fund's lawyers advised that they believed that there were reasonable grounds to have the property transfer reversed on the grounds of defrauding a creditor.

4.5.2 The 1992 Fund's lawyers also advised that if the 1992 Fund's request for the reversal of the property transfer was upheld by the Court, the Fund's lawyers could bring to public auction at least 75.34% of the property (being the ratio between the sale price of EUR 370 000 and the commercial value of EUR 1.5 million) or 64% of the property (being the ratio of the sale price of EUR 370 000 and the imputed tax value of EUR 1.03 million).

4.5.3 In January 2022 the 1992 Fund was served, as a mere formality, with a notice requiring it to confirm that it had been advised of the need to undergo an obligatory mediation attempt. The 1992 Fund responded to the notice. Subsequently, the 1992 Fund's writ of action against the buyers of the property was dismissed by judgment No. 4013/2023, on the grounds that the buyers did not participate in any attempt to defraud creditors of the insurance company. The Athens land registry was ordered to record the prenotated mortgage retrospectively.

4.6 Insurer's liquidation

4.6.1 In February 2018, the Bank of Greece revoked the insurer's license and placed the company into liquidation for failure to maintain the necessary solvency capital requirements under Greek law. The liquidator was appointed shortly afterwards.

4.6.2 In July 2018, the 1992 Fund registered its claim with the liquidator. The 1992 Fund's lawyers have repeatedly made requests to the liquidator to release the details of the other claims which were lodged against the insurer, but the liquidator has not released the information.

4.6.3 In January 2020, the 1992 Fund's lawyers reported that the liquidator's website indicated that the claim submitted by the 1992 Fund had been dismissed, without giving any reason. The 1992 Fund's lawyers expressed surprise, since the 1992 Fund's appeal had been upheld by the Piraeus Court of Appeal and sent the liquidator a declaration protesting the dismissal of the 1992 Fund's claim and requesting a full list of the admissible claims and the justification for the liquidator's refusal to include the 1992 Fund's claim within the list. However, the liquidator refused to provide the list of other claims, citing GDPR as a reason not to provide the information.

4.6.4 The 1992 Fund's lawyers filed an appeal before the Uni Membered Court of First Instance of Athens, which was due to be heard in May 2020, but was delayed due to the outbreak of the COVID-19 pandemic. Subsequent court dates were also frustrated until July 2021, when the 1992 Fund's appeal against the dismissal of the 1992 Fund's claim from the insurance liquidator's list of claims was heard. Judgment 2732/2021 was issued in late 2021, accepting the 1992 Fund's appeal and including its claim in the list of claims to be settled by the insurance liquidator. The insurance liquidator appealed before the Athens Court of Appeal and a hearing was originally set for 20 October 2022. However, this was subsequently adjourned until September 2023, at which hearing the Athens Court of Appeal dismissed the appeal.

4.6.5 The main clean-up contractor, who is working with the 1992 Fund's lawyers to pursue the balance of its claim from the insurer, did not appeal but instead submitted a writ of action before the Piraeus Court of First Instance. This writ sought a declaratory judgment ruling that the procedure followed by the liquidator was irregular. The Court dismissed this claim by judgment No. 2024/2021. Following this development, the contractor filed an appeal against the decision of the insurance liquidator before the Athens Court of First Instance, just as the 1992 Fund had done. This appeal was upheld by judgment No. 159/2022. The insurance liquidator also submitted an appeal which was heard on 21 September 2023, along with its appeal against a similar judgment issued in favour of the 1992 Fund. The Athens Appeal Court rendered judgment dismissing the insurance liquidator's appeal.

4.6.6 The 1992 Fund has been successful in recording prenotated mortgages against the insurer's assets. As at 4 August 2025, two properties have been placed for sale and buyers for them have been found (one property in Athens at EUR 321 574 and one property in Thessaloniki at EUR 253 101). The liquidator is in touch with the supervising authority at the Bank of Greece about the proper sale procedure for the remaining properties[<5>].

[<5>] Article 240 of law 4364/2016 (enacting in Greece the Solvency II Directive 2009/138/EC) equips with a privilege, ahead of insurance claims:

(a) the liquidation costs and remuneration;
(b) employees' claims for remuneration (including in-house lawyers' remuneration claims in the last two years before liquidation) and severance pay;
(c) tax due to the State;
(d) social security duties; and
(e) **claims on properties encumbered with rights *in rem.***

5 Action to be taken

1992 Fund Executive Committee

The 1992 Fund Executive Committee is invited to take note of the information contained in this document.