INTERNATIONAL OIL POLLUTION COMPENSATION FUNDS	Agenda item: 3	IOPC/OCT09/3/7	
	Original: ENGLISH	23 September 2009	
	1992 Fund Assembly	**92A14**	
	1992 Fund Executive Committee	**92EC46**	●
	Supplementary Fund Assembly	**SA5**	
	1971 Fund Administrative Council	**71AC24**	

INCIDENTS INVOLVING THE 1992 FUND

VOLGONEFT 139

Note by the Director

Objective of document:	To inform the Executive Committee of the latest developments regarding this incident.
Summary of the incident so far:	On 11 November 2007 the Russian registered tanker Volgoneft 139 broke in two in the Kerch Strait linking the Sea of Azov and the Black Sea between the Russian Federation and Ukraine. It is believed that between 1 200 and 2 000 tonnes of fuel oil were spilt at the time of the incident. Some 250 kilometres of shoreline both in the Russian Federation and in Ukraine were affected by the oil. The ship was owned by JSC Volgotanker which has since been declared bankrupt by the Commercial Court in Moscow. The shipowner was insured for protection and indemnity by Ingosstrakh (Russian Federation), which does not belong to the International Group of P&I Clubs. It appears that the insurance cover is limited to 3 million SDR (RUB 116.6 million) which is well below the minimum limit under the 1992 Civil Liability Convention (1992 CLC) of 4.51 million SDR. There is therefore an 'insurance gap' of some 1.5 million SDR. In February 2008 the Arbitration Court of Saint Petersburg and Leningrad Region issued a ruling declaring that the limitation fund had been constituted by means of a letter of guarantee for 3 million SDR (RUB 116.6 million). The Court of Cassation and the Supreme Court have confirmed that decision maintaining that Russian Courts should apply the limits as published in the Russian Official Gazette. The Fund has submitted pleadings asking the Arbitration Court to reconsider its earlier decision on the shipowner's limitation fund, on the basis that the amendments to the 1992 CLC on the increase of the shipowner's liability limit have now been officially published in the Russian Federation. The insurer has pleaded before the Arbitration Court of Saint Petersburg and Leningrad Region the defence that the spill resulted from a natural phenomenon of an exceptional, inevitable and irresistible character and that the shipowner and his insurer are therefore not liable for the pollution damage caused by the spill. If this defence were to be successful the 1992 Fund would be liable to pay compensation to victims of the spill from the outset. The Fund's experts are examining the evidence available on the cause of the spill and have provisionally concluded that the storm of 11 November 2007, although it may have been irresistible in respect of the *Volgoneft 139*, was neither exceptional nor inevitable, in that there had been sufficient opportunities to avoid the vessel being exposed to the storm in the way it had been. Claims totalling RUB 8 147.1 million have been submitted as a result of the incident.

Recent developments:	Representatives of the 1992 Fund and its experts visited the Russian Federation in August 2009. Meetings were held with the Ministry of Transport, the Federal service on the supervision in the sphere of the use of the nature (Rosprirodnadzor), and several local authorities that had submitted claims for costs incurred during the clean-up operations. A meeting was also held with a representative of the shipowner and the charterer of the *Volgoneft 139*, to discuss their claims (cf section 11). Substantial progress has been made in the assessment of claims (cf section 9). One claimant has indicated agreement with the assessment and letters have been sent to a number of other claimants communicating the preliminary assessment of their claims or requesting additional information. The Fund's experts continue the examination of the documentation provided in support of the various claims. A hearing took place in September 2009 before the Arbitration Court of Saint Petersburg and Leningrad Region, where the 1992 Fund informed the Court of the developments regarding assessment of claims and submitted all the letters sent to the claimants. The next hearing is scheduled to take place in December 2009.
Action to be taken:	1992 Fund Executive Committee: Information to be noted.

1 Summary of incident

Ship	*Volgoneft 139*
Date of incident	11.11.07
Place of incident	Kerch Strait, between the Sea of Azov and the Black Sea, Russian Federation and Ukraine
Cause of incident	Breaking
Quantity of oil spilled	Between 1 200 and 2 000 tonnes of fuel oil
Area affected	Taman Peninsula, Tuzla Spit and Chushka Spit, Russian Federation and Ukraine
Flag State of ship	Russian Federation
Gross tonnage (GT)	3 463 GT
P&I insurer	Ingosstrakh
P&I cover	3 million SDR
CLC Limit	4.51 million SDR
CLC & Fund Limit	203 million SDR
STOPIA/TOPIA applicable	No
Claims for compensation so far	RUB 8 147.1 million (cf section 9)

2 The incident

2.1 On 11 November 2007 the Russian-registered tanker *Volgoneft 139* (3 463 GT, built in 1978) broke in two in the Kerch Strait linking the Sea of Azov and the Black Sea between the Russian Federation and Ukraine. The tanker was at anchor when a severe storm caused rough seas with heavy swell. The aft part of the vessel remained afloat and using the casualty's own engines, the captain managed to beach it on a nearby sand bank. The crew were then rescued and taken to the nearby port of Kavkaz (Russian Federation). The fore part remained afloat at anchor for a while and then sank.

2.2 The tanker was loaded with 4 077 tonnes of heavy fuel oil. It is understood that between 1 200 and 2 000 tonnes of fuel oil were spilt. Following removal of 913 tonnes of heavy fuel oil, the aft section was towed to Kavkaz, where it remains for inspection. A month after the incident, the fore part was temporarily raised and 1 200 tonnes of fuel oil from tanks one and two were recovered. In August 2008 the fore part of the wreck was raised again and towed to the port of Kavkaz to prevent further pollution.

3 Clean-up operations and response

3.1 For details on the clean-up operations and the response to the incident reference is made to the Annual Report 2008, page 116.

4 1992 Civil Liability and Fund Conventions

The Russian Federation is party to the 1992 Civil Liability and Fund Conventions. Ukraine deposited an instrument of ratification to the 1992 Civil Liability Convention (1992 CLC) with the Secretary-General of IMO on 28 November 2007 but this Convention did not enter into force in Ukraine until November 2008 and therefore is not applicable to this incident. Ukraine has not acceded to, or ratified, the 1992 Fund Convention.

5 The shipowner and its insurer

5.1 The *Volgoneft 139* was owned by JSC Volgotanker. In March 2008, JSC Volgotanker was declared bankrupt by the Commercial Court in Moscow.

5.2 The *Volgoneft 139* was insured by Ingosstrakh for 3 million SDR (£3 million), ie the minimum limit of liability under the 1992 CLC prior to November 2003. The minimum limit under the 1992 CLC

after November 2003 is however 4 510 000 SDR (£4.6 million). There is therefore an 'insurance gap' of some 1.5 million SDR (£1.5 million).

5.3 The *Volgoneft 139* was not insured by a P&I Club belonging to the International Group of P&I Clubs and was therefore not covered by the Small Tanker Owners Pollution Indemnification Agreement (STOPIA) 2006.

6 Meetings between the Russian authorities and the Secretariat

6.1 For details regarding visits to the Russian Federation by the Secretariat and contacts between the Russian authorities and the Secretariat during 2007 and 2008, reference is made to the Annual Report 2008, pages 117-118.

6.2 A number of meetings were held in London in 2009 between the Russian authorities, the Secretariat and the Fund's experts to facilitate the exchange of information and to monitor the progress of claims. Members of the Secretariat and the Fund's experts visited the Russian Federation in August 2009 for a series of meetings with interested parties (cf section 11).

7 Limitation proceedings and the 'insurance gap'

7.1 In February 2008, the Fund received a notification from the Arbitration Court of Saint Petersburg and Leningrad Region of proceedings brought by a Russian clean-up contractor against the shipowner, the P&I insurer and the 1992 Fund. A number of other claimants have also brought proceedings in the same court (cf section 9).

7.2 In February 2008, in the context of these proceedings, the Court issued a ruling declaring that the shipowner's limitation fund had been constituted by means of an Ingosstrakh letter of guarantee for RUB 116 636 700 equivalent to 3 million SDR.

7.3 At a hearing in April 2008 the 1992 Fund presented pleadings, requesting the Court to allow time for the 1992 Fund to examine the claims and enter into discussions with the claimants. In its pleadings the 1992 Fund argued that the current limit of the shipowner's liability under the 1992 CLC is 4.51 million SDR and that, under the Russian constitution, international conventions to which the Russian Federation is a party take precedence over Russian internal law and that therefore the Court's ruling establishing the shipowner's limitation fund at only 3 million SDR should be amended.

7.4 The Court of Appeal and the Court of Cassation have dismissed the 1992 Fund's appeals and have confirmed the ruling by the Arbitration Court of Saint Petersburg and Leningrad Region.

7.5 The Court of Cassation in its reasoning considered that, since Russian law had not been amended to reflect the adopted amendments to the 1992 CLC and still provided that the shipowner's limit of liability under the 1992 CLC was, in the case of the *Volgoneft 139*, RUB 116 636 700, equivalent to 3 million SDR, it was for Russian Courts to apply the limits of liability as published in the Russian Official Gazette. In December 2008 the Supreme Court confirmed the decision by the Court of Cassation.

7.6 At a hearing in December 2008 before the Arbitration Court of Saint Petersburg and Leningrad Region, the 1992 Fund submitted pleadings asking the Arbitration Court to reconsider its earlier decision on the shipowner's limitation fund, on the grounds that the amendments to the limitation amounts under the 1992 Civil Liability and Fund Convention which had entered into force on 1 November 2003 had been officially published in the Russian Federation in October 2008 and that therefore those amendments were now officially part of Russian national law. The Court stated that it was not ready to take a decision on the issue of the increase of the limitation fund at that point in time but that it would do so at the next hearing.

7.7 Hearings took place in March and June 2009 before the Arbitration Court of Saint Petersburg and Leningrad Region. At none of those hearings did the Court take a decision on the issue of the increase of the limitation fund.

7.8 At a hearing in September 2009 the 1992 Fund informed the Court of the developments regarding assessment of claims and submitted all the letters sent to the claimants. At that hearing the Court stated that in its opinion it would not be appropriate to alter the established limit of the shipowner's liability. The next hearing is scheduled to take place on 8 December 2009.

8 Cause of the incident

8.1 Ingosstrakh has submitted a defence in the Arbitration Court of Saint Petersburg and Leningrad Region arguing that the incident was wholly caused by a natural phenomenon of an exceptional, inevitable and irresistible character and that therefore no liability should be attached to the owner of the *Volgoneft 139* (Article III.2(a) of the 1992 CLC). If this argument were to be accepted by the Court, the shipowner and its insurer would be exonerated from liability and the 1992 Fund would have to pay compensation to the victims of the spill from the outset (Article 4.1(a) of the 1992 Fund Convention).

8.2 The 1992 Fund appointed a team of experts to examine the weather conditions in the area and the circumstances at the time of the incident to determine the validity of the shipowner's defence. The experts visited the area where the incident took place and inspected the aft part of the wreck in the port of Kavkaz.

8.3 For details regarding the preliminary conclusions reached by the 1992 Fund's experts reference is made to the Annual Report 2008, pages 119-122. In summary the conclusion of the experts is as follows:

(i) The storm of 11 November 2007 was not exceptional since there are records of similar and comparable storms being experienced in the region four times in the past 20 years.

(ii) It was not inevitable that the *Volgoneft 139* would be caught in the storm, since there were timely forecasts of the storm and conditions were accurately predicted, so that there had been sufficient opportunities to avoid the vessel being exposed to the storm in the way it had been.

(iii) The storm of 11 November 2007 was irresistible insofar as the *Volgoneft 139* was concerned, as the conditions associated with the storm were in excess of the vessel's design criteria.

8.4 Shortly after the incident the Russian authorities imposed an administrative sanction to the shipowner for having caused pollution damage in breach of Russian law and imposed a fine of RUB 40 000. The shipowner appealed against the fine before the Arbitration Court of Krasnodar.

8.5 In February 2008, the Arbitration Court of Krasnodar decided to reject the appeal and confirmed the sanction. In its reasoning the Court stated that no evidence had been provided to the Court that the storm of 11 November 2007 had a special or abnormal character. The Court stated that the incident was not unavoidable and that the Master had not taken all possible measures to avoid the breaking of the vessel and the pollution.

8.6 It can be inferred from this decision that the Court in Krasnodar considered that this was not a case of *force majeure*.

8.7 During a visit by representatives of the 1992 Fund and its experts to the Russian Federation in August 2009 the Russian authorities offered their help to allow the Fund's experts to visit the Vessel Traffic System (VTS) in Kavkaz and speak to those responsible for it. It is likely that such visit will take place in November 2009.

8.8 At a hearing in September 2009 (cf paragraph 7.8) the Arbitration Court of Saint Petersburg and Leningrad Region noted that the majority of the claimants represented in the proceedings did not agree with Ingosstrakh's position in respect of the storm. The Court also stated that its preliminary

view was that the storm did not seem to be something exceptional or unavoidable and that it was a normal maritime risk which shipowners should always take into account.

9 Claims for compensation

9.1 The claims situation as at 9 September 2009 is summarised in the table below:

Category	Claimant	Claim RUB	Assessed RUB	Current situation
Clean up	Ministry of Emergencies	RUB 4.3 million	_	No supporting documentation submitted.
Clean up	Regional Government	RUB 121.6 million	RUB 22.7 million	Preliminary assessment of some claims sent to claimants. Assessment of other claims continuing.
Clean up	Port of Kerch	RUB 15.3 million	_	Ukraine was not a party to the 1992 CLC at the time of the incident and is not a party to the 1992 FC (cf paragraph 9.3)
Clean up	Contractor	RUB 63.9 million	RUB 50.8 million	Claimant has indicated agreement with the assessment.
Clean up	Shipowner	RUB 20.4 million	_	Letter sent to claimant asking for more information.
Clean up	Charterer	RUB 9.4 million	_	Letter sent to claimant asking for more information.
Fisheries	Private industry	RUB 22.4 million	_	Documentation submitted being examined.
Tourism	Private industry	RUB 21.5 million	_	Documentation submitted being examined.
Reinstatement measures	Regional Government	RUB 1 819.6 million	_	Letter sent to claimant asking for more information.
Environmental monitoring	Federal service on the supervision in the sphere of the use of the nature (Rosprirodnadzor)	RUB 0.6 million	RUB 0.4 million	Preliminary assessment sent to claimant.
Environmental damage	Federal service on the supervision in the sphere of the use of the nature (Rosprirodnadzor)	RUB 6 048.1 million	_	No supporting documentation submitted. Claim calculated on the basis of 'Metodika'.
TOTAL		**RUB 8 147.1 million** (£165.1 million)[<1>]	**RUB 73.9 million** (£1.5 million)	

9.2 The Regional Government has submitted claims for costs incurred in clean-up operations (RUB 121.6 million) and environmental reinstatement (RUB 1 819.6 million). Some of these claims for clean-up operations have been provisionally assessed in the amount of RUB 22.7 million. Additional supporting documentation was provided to the Fund during the Fund's visit to the Russian Federation in August 2009 and this documentation is being examined by the 1992 Fund's experts. The claim for environmental restoration lacks the information necessary for its assessment and a letter with the Fund's queries has been sent to the claimant. The remaining claims are being examined by the experts.

[<1>] In this document conversion of currencies has been made on the basis of the exchange rate as at 23 September 2009 (1 RUB = £0.02026.).

9.3 The Kerch Merchant Port (Ukraine) has submitted a claim before the Arbitration Court in Saint Petersburg and Leningrad Region, totalling RUB 15 341 177, in respect of damage to property and costs incurred in clean-up operations. Ukraine was not party to the 1992 CLC at the time of the incident and is not party to the 1992 Fund Convention. The claimants have argued in Court that they carried out preventive measures and are therefore entitled to compensation under the 1992 CLC. Under Article II(b) of the 1992 CLC, pollution damage includes the costs of preventive measures, wherever taken, to prevent or minimise pollution damage. Although Ukraine was not party to the 1992 Civil Liability and Fund Conventions at the time of the incident, preventive measures carried out in Ukraine to prevent or minimise pollution damage in the Russian Federation would be admissible under the Conventions. Since costs incurred in clean-up operations are under the Conventions 'preventive measures', the Secretariat has instructed the Fund's experts to examine this part of the claim.

9.4 A Russian clean-up contractor has submitted a claim for the amount of RUB 63.9 million for the cost of clean-up operations, discharging oil from the aft part of the tanker, towage of the aft part to Kavkaz (Russian Federation) and removal of the oil from the sunken fore part. The claim has been assessed in the amount of RUB 50.8 million. The claimant has indicated its agreement with the assessment and the agreement has been communicated to the Court.

9.5 The shipowner has submitted a claim, totalling RUB 20.4 million for the cost of clean-up and preventive measures. This claim has not been accepted by the Arbitration Court, which has argued that a party cannot be claimant and defendant in the same proceedings. The 1992 Fund's experts have nevertheless examined the documentation submitted, since under the 1992 CLC and Fund Conventions any person can carry out preventive measures even if it is the owner of the polluting ship (cf Article I of 1992 CLC and Article 4.1 of 1992 Fund Convention). Not enough information has been submitted to allow an assessment of the claim and a letter with the Fund's queries has been sent to the claimant. A meeting was held with the claimant in August 2009 to discuss the Fund's queries and further information in support of the claim is expected (cf section 11.10).

9.6 The charterer of the *Volgoneft 139*, a subsidiary company of the shipowner, has also presented a claim for RUB 9.4 million for the cost of cleaning the aft section of the *Volgoneft 139* and for disposal of part of the oil collected from the wreck. The 1992 Fund's experts have examined the documentation submitted but additional information would be required in order to assess the claim. A letter with the Fund's queries has been sent to the claimant. A meeting was held with the claimant in August 2009 to discuss the letter and further information in support of the claim is expected (cf section 11.10).

9.7 Four claims, totalling RUB 22.4 million, have been received from the fisheries sector, and one claim, for RUB 21.5 million, from the tourism sector. In September 2008, the 1992 Fund's representatives held a meeting with representatives of two of the fisheries claimants and the tourism claimant. Documentation has been provided by two of the claimants and is being examined by the 1992 Fund's experts.

9.8 The Federal service on the supervision in the sphere of the use of the nature (Rosprirodnadzor) has submitted a claim, totalling RUB 6 048.1 million, for environmental damage based on an abstract model (Metodika, cf section 10). This claim is not admissible under the 1992 conventions and this has been explained to the claimant involved on several occasions. The claimant has also submitted a claim, totalling RUB 600 000, for costs incurred in environmental monitoring, which has been provisionally assessed in the amount of RUB 400 000, pending the provision of further supporting documentation.

10 Metodika claim

At a meeting in May 2008 the Russian authorities informed the 1992 Fund that the Federal service on the supervision in the sphere of the use of the nature (Rosprirodnadzor) had submitted a claim for environmental damage for some RUB 6 048.1 million. This claim is based on the quantity of oil spilled, multiplied by an amount of Roubles per ton ('Metodika'). The Secretariat informed the Russian authorities that a claim based on an abstract quantification of damages calculated in accordance with a theoretical model was in contravention of Article I.6 of the 1992 CLC and

therefore not admissible for compensation, but that the 1992 Fund was prepared to examine the activities undertaken by Rosprirodnadzor to determine if and to what extent they qualified for compensation under the Conventions.

11 Recent developments

11.1 A meeting took place in April 2009 between the Fund's Secretariat, its experts and a member of the Russian delegation. The Russian representative was optimistic that the Russian Courts were very likely to reject the 'Metodika' claim. He stated that, in accordance with 'Metodika' regulations, the authorities had the choice between submitting a claim on the basis of a formula or on the basis of the actual expenditure incurred in clean-up operations. He suggested that the Fund might also wish to submit this argument before the Arbitration Court in Saint Petersburg and Leningrad Region.

11.2 The Russian representative also stated that the Minister of Transport had written to his counterpart in the Ministry of Natural Resources suggesting that Rosprirodnadzor should resubmit its claim on the basis of actual expenditure, which would not contravene the 1992 CLC and Fund Conventions.

11.3 The issue of the 'insurance gap' of 1.5 million SDR was also discussed. The Secretariat stated that in assessing the claims submitted by local and federal authorities it had been noted that clean-up costs of RUB 48 741 300 appeared to have been paid directly from Russian Federal funds. These costs had so far not been claimed from the Fund or in Court. If costs like this, for a total amount equivalent to the 'insurance gap', and provided they were assessed by the Fund's experts as admissible for that amount, were not claimed by the Federal Government but offset against the 'insurance gap', the problem might be resolved. The Russian representative was receptive to the idea and said that he understood that the Ministry of Finance would not claim for these costs and that it was worth exploring this possibility.

11.4 Representatives of the Fund and their experts visited Moscow and Krasnodar in August 2009, where they held meetings with the Ministry of Transport, Rosprirodnadzor, several local authorities in the Krasnodar area that had submitted claims for costs incurred during the response to the pollution and a representative of the owner and the charterer of the *Volgoneft 139*. At the meetings the Russian authorities expressed their willingness to help the 1992 Fund whilst in the Russian Federation and with arrangements for future visits. In particular the Russian authorities offered their help to allow the Fund's experts to visit the Vessel Traffic System (VTS) in Kavkaz and speak to those responsible for it in order to further study the issue of the cause of the incident.

11.5 At the meeting with the Ministry of Transport, the representative of that Ministry explained that the Minister of Transport had sent a formal request to the Deputy Prime Minister of the Russian Federation requesting him to instruct the Ministry of Natural Resources to review the claim by Rosprirodnadzor against the 1992 Fund so that this claim would meet the requirements of the 1992 Conventions and to make amendments to Russian legislation so as to bring it in line with those conventions. A copy of the letter was provided to the 1992 Fund's delegation.

11.6 The Ministry of Transport's representative also explained that the Ministry had also tried to solve the problem of the insurance gap through discussions with Ingosstrakh but that the discussions had not been successful so far. He further explained that, according to Russian legislation, the law cannot be retroactive and international agreements can only be applied to Russian citizens once they had been officially published in the Russian Official Gazette.

11.7 The Ministry of Transport's representative recalled that the Russian Government, through the Federal Fund of the Ministry of Emergencies, had paid some RUR 48 million towards costs of clean-up operations and that local authorities had requested additional funds from the Federal Government. It was suggested the Russian Government could submit a claim for the amounts paid from the Federal Fund and put it as a guarantee to cover the insurance gap. The Ministry of Transport's representative stated that the Russian Government would provide documents to support these payments so that the Fund's experts could assess those costs in accordance with the Fund's criteria.

11.8 At the meeting with Rosprirodnadzor in Moscow the issue of 'Metodika' was discussed and the letter from the Minister of Transport to the Deputy Prime Minister of the Russian Federation was

mentioned. Rosprirodnadzor stated that the Deputy Prime Minister had contacted the Minister of Natural Resources. It also stated that there was a conflict between an international treaty and national legislation, that Rosprirodnadzor had submitted the 'Metodika' claim only to comply with national legislation and that it could not withdraw the claim without prior authorization from the Ministry of Natural Resources.

11.9 In Krasnodar, the 1992 Fund attended meetings with the regional branch of Rosprirodnadzor and local authorities that had submitted claims for costs incurred during the response to the pollution (cf paragraph 9.2). During these meetings the assessment of their claims was explained to the claimants, and substantial additional information was provided to the 1992 Fund in response to the assessment queries. The claimants stated that they would submit further information in support of some claims.

11.10 A meeting was also held with a representative of the owner and the charterer of the *Volgoneft 139*, where the Fund explained its preliminary view on the claim submitted by the charterer of the *Volgoneft 139* for the costs incurred in pollution prevention measures (cf paragraphs 9.5-9.6). The Fund was informed that the charterer was preparing a reply accompanying additional documentation to provide answers to all the queries.

11.11 The Fund with its experts is planning a new visit to the Russian Federation and Ukraine to meet with claimants and to visit the Vessel Traffic Control system in Kavkaz (Russian Federation) and Kerch (Ukraine). It is likely that this visit will take place in November 2009.

12 Action to be taken

1992 Fund Executive Committee:

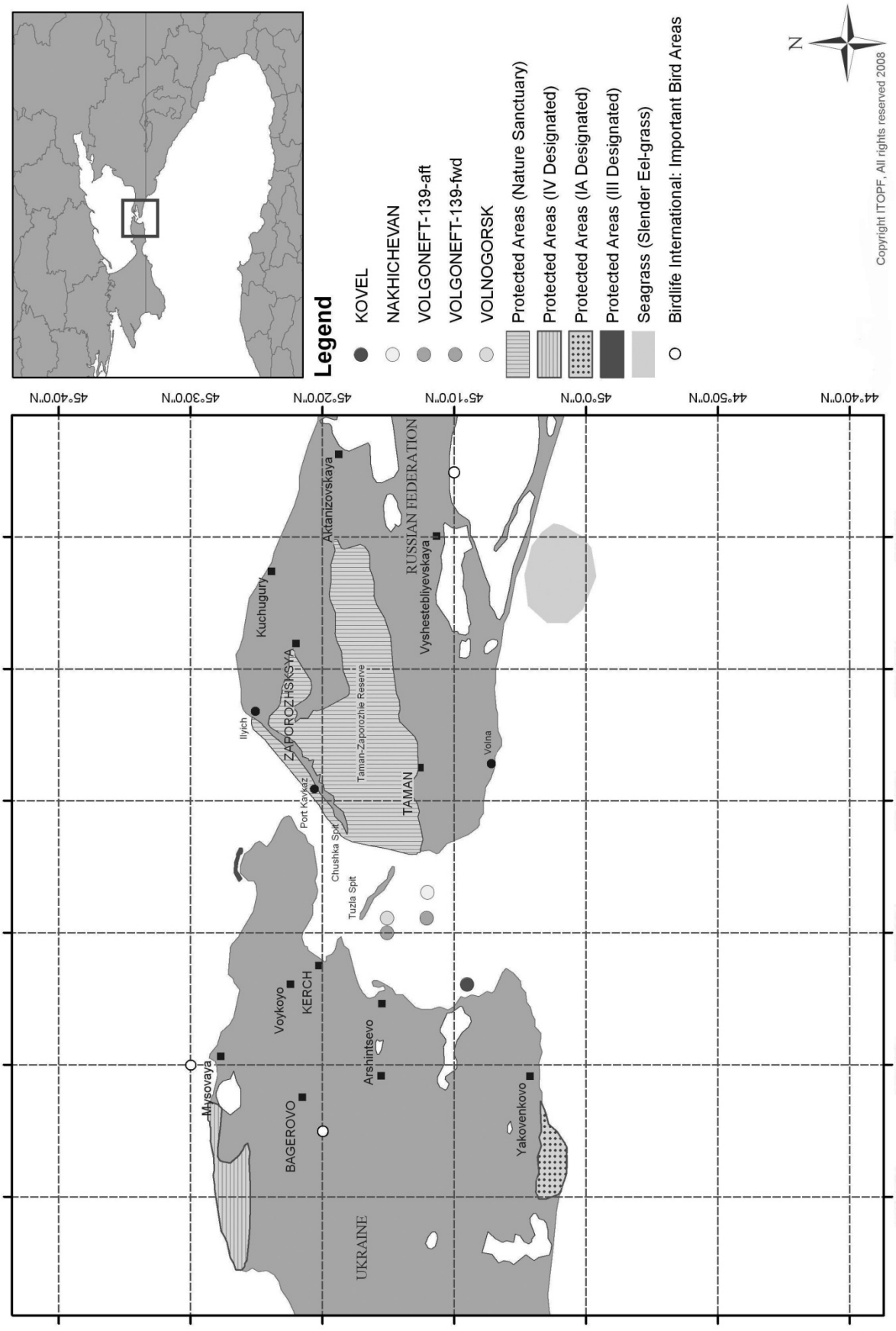
The 1992 Fund Executive Committee is invited:

(a) to take note of the information contained in this document; and

(b) to give the Director such instructions in respect of the handling of this incident as it may deem appropriate.

* * *

ANNEX


Legend
KOVEL
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Protected Areas (Nature Sanctuary)
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Seagrass (Slender Eel-grass)
Birdlife International: Important Bird Areas
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