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1st International Conference on Transport and Insurance Law

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1st International Conference on Transport and Insurance Law

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Introduction

Dear participants,

Welcome to the **1st International Conference of Transport and Insurance Law - INTRANSLAW Zagreb 2015** – the first specialised forum for both science and industry, not only in Croatia but in the wider region as well. The reasons for organising this kind of event are numerous: firstly, Croatia has been an EU member for more than two years, which entails the need to possess thorough knowledge of the substantial portion of the acquis communitaire regulating the field of transport and insurance, and also to give consideration to the need to provide appropriate systematic specialised training to the legal experts in these fields – lawyers and judges in particular. The Croatian legal framework of transport law underwent profound changes in the course of harmonisation with the acquis communitaire in the pre-accession period, which left a lot of open issues, calling for a meaningful discussion between a specialised forum and its audience. Secondly, Croatia has a long tradition of transport industry in all modes of transport and a distinct geostrategic position on two main TEN-T corridors – the Rhine-Danube corridor, which provides great advantages in the strategically important development of inland water transport, and the Mediterranean corridor, which increases the potential of the port of Rijeka. This kind of position clearly indicates that the transport industry is of strategic importance to Croatia – but have we recognized it and developed appropriate instruments for the survival of this industry in the single EU market? Finally, the acquis communitaire aims to create a single market by unifying numerous rules within a single mode of transport, but also increasingly between different ones. The exchange of knowledge, experience and best practices in the application of law between experts in various modes of transport has thus became an imperative, along with networking between the transport and transport insurance industries on the one hand, and on the other the stakeholders who have a profound impact on their work and viability: the judiciary, state administration, regulatory agencies and science. For all those reasons we have created, with your help, the INTRANSLAW Zagreb Conference as a new forum for gathering Croatian and foreign experts whose professional interest is closely connected to the area of transport and transport insurance law in order that we may create long term competitiveness and new business opportunities through an exchange of useful information. The diversity of your interests has led us to create a somewhat different programme, which will be held simultaneously in two conference rooms of the Congress Centre Forum over the two days. It includes over 30 presentations covering a very wide scope of subjects prepared by leading Croatian and foreign experts, three panel discussions on important topics for the industry: viability and strategic guidelines in a time of economic crisis, the financing of transport and specialisation of the judiciary branch, and a special treat for the end: a workshop on performing efficient EU legislation database searches.

We would like to thank you for your participation in this project, recognising its importance, and helping us realise it.

We would also like to thank our partners for the financial assistance and overall support provided to INTRANSLAW 2015.

We hope that you will enjoy the Conference and wish you a pleasant stay in Zagreb!

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Abstracts

Prof. **Kristiaan BERNAUW**,
Director, Institute of Transport and Insurance Law, Professor at the Faculty of Law, University of Ghent and Antwerp (Belgium)

Pilotless aircraft: the emerging drone age in aviation

The phenomenon of unmanned and remotely controlled (wireless) devices and craft has been present for some time already in all modes of transport: land (airport trains, remote control robots for mine clearance/demining and defusing, robot vacuum cleaners and lawn mowers), air (rockets, missiles, reconnaissance craft), space (spacecraft), underwater (torpedoes, submarines for oceanographic exploration). An important distinctive feature of aircraft as opposed to land vehicles lies however in the third dimension of their evolution, which complicates the pertinent regulatory framework. Remote controlled devices were either toys for recreational purposes (model aircraft) without practical use, or else very sophisticated and expensive devices for scientific and military uses (intelligence gathering and combat). A drone can perform duties too perilous for manned aircraft. It announces a new segment in aviation. In the present regime a drone falls within the definition of a power-driven aircraft (Annex 7 to the Chicago Convention), whether it is an aeroplane (fixed wing), an airship (lighter than air) or a helicopter (rotary wing). Its unmanned nature does not exclude the drone from this qualification. Annex 2 to the Chicago Convention recognizes the category of remotely piloted aircraft, but Art 8 of the Chicago Convention subjects the operation of such devices to national authorization (cfr. Infra).

Suitable regulation is required to support the development of this emerging, proliferating and even booming commercial application. Art. 8 of the Chicago Convention requires special authorization from the competent authorities of the airspace traversed for the operation of a pilotless aircraft. The consequence at present is a regulatory environment that differs between different countries: from permissive (regulatory vacuum) to restrictive (total ban). Legislators/regulators are hard at work developing new rules to make up a legal framework that will accommodate this new economic activity and integrate it into the existing aviation system (USA, Italy, etc.). Given the international nature of aviation and taking into account the international use of drones, an internationally coordinated approach is required to develop a harmonized regime. ICAO has already published a Manual on Remotely Piloted Aircraft Systems (RPAS) to provide guidance on drone matters in the legislative/regulatory process. ICAO and the EU have started to develop regulations.

There seems to be a general consensus that unmanned aircraft must be allowed to operate without segregation from other air space users. The commercial use of drones has an impact on safety that must be solved: interference and conflict with air traffic (collision, drone ingestion in aircraft turbine engine, etc.) and damage to people and property on the ground. Risk-mitigating measures by enabling technology are to be considered: e.g. CAS (Collision Avoidance Systems). The security risk (misuse for terrorism purposes, hacking, jamming of the ground control station, spying, attacks of infrastructure, etc.) is to be mitigated. The potential invasion of privacy is a serious concern: photo, video and sound recordings while flying over private property, etc., also the tort of trespassing in case of non-authorised low level over-flight of private property. The awareness of the regulatory and operational restrictions amongst users will require the organisation of a public information campaign.

The effective enforcement of regulation: how can effective airborne identification and tracing of the owner/operator of the device be realised? Finally, what would be a suitable liability and insurance regime to compensate victims of accidents?

Dr. **Božena Bulum**, *Senior Research Assistant, Croatian Academy of Sciences and Arts, Adriatic Institute (Croatia)*
Marija Pijaca, *Assistant, Maritime Department, University of Zadar (Croatia)*
Dr. **Marina Vokić-Žužul**, *Research Assistant, Croatian Academy of Sciences and Arts, Adriatic Institute (Croatia)*

Directive of the European Union on the award of concession contracts and it's application in the shipping sector

In the area of the award of concession contracts there was a legal vacuum which European Courts tried to solve by clarifying some aspects related to this matter in twenty-six pertinent judgments rendered since 2000. Nevertheless, the situation regarding award of concession contracts was far from satisfactory. That alerted the competent institutions of the European Union to the fact that problems connected with the award of concession contracts could not be adequately addressed on a case-by-case basis and that it had become necessary to adopt appropriate European Union regulations. Consequently, the Directive of the European Parliament and of the Council on the award of concession contracts was adopted at the beginning of 2014.

In this paper we are analysing the main elements of that Directive, such as the precise definition of concession, compulsory publication of concession notices in the Official Journal of the European Union in prescribed cases, establishment of certain obligations with respect to the selection and award criteria to be followed by concessions-awarding entities, regulation of modifications of concessions during their term, etc.

The paper also features a critical analysis of the application of the Directive on the award of concession contracts in the shipping sector, especially in the field of award of contract on the provision of maritime cabotage services, and contracts on the provision of port services, which are qualified as service concessions and, accordingly, subject to the application of this Directive.

Dr. **Vlatka Butorac Malnar**, *Assistant Professor at the Faculty of Law, University of Rijeka (Croatia)*

Liner shipping consortia in EU competition law

Competition law of the European union (EU) prohibits all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market (Art. 101 (1) TFEU). Agreements and concerted practices covered by this prohibition are void, and their participants are subject to sanctions.

It is common in liner maritime transport that shippers offer services of liner maritime cargo transport together (so-called consortium). That kind of cooperation between shippers can surely lead to a restriction of competition in the common market within the meaning of Art. 101 (1) TFEU, and consequently to the application of sanctions which EU law prescribes in those cases. That is especially the case with hard-core restrictions such as setting service arrangement rates or allocation of market or customers. However, consortia can also have some positive effects. They can help to improve productivity and quality of liner shipping services or promote technical and economic progress.

Having in mind those benefits and specific characteristics of shipping consortia, they have been subject to block exemption since 1995. Generally speaking, block exemptions refer to certain categories of restrictive agreements and exempt those agreements from the prohibition, under the condition that they satisfy the conditions prescribed with the regulation on block exemptions.

Mladen Cerovac, *President of the Council, Croatian Competition Agency (Croatia)*

Exchange of information between competitors

The concept of exchange of information between undertakings, especially between direct competitors, primarily suggests exchange of sensitive information. Sensitive information is that concerning prices, quantities, market shares, future strategies etc. Two situations must be differentiated here. The first is the so-called "public exchange of information" between competitors. That kind of exchange can have positive effects on competition, since the information can be used by all other subjects acting in that market, including consumers, which increases market transparency. The second is the so-called "private exchange of information", where the exchanged information is made available exclusively to competitors. This one has limiting effects on competition, since it increases the transparency only on the supply side.

In that context exchange of information between competitors can come in two main forms. The first is exchange of information that has characteristics of a prohibited agreement in the form of a cartel. The second one is exchange of information that indicates the existence of concerted action between undertakings. More specifically, this kind of exchange minimizes or entirely removes any insecurity on future conduct of a competitor, which eliminates the need for competition. In other words, undertakings are replacing their competitive behavior with cooperation, which is contrary to the interests of their suppliers and buyers, as well as the interests of consumers, strictly speaking. However, it is not always simple to determine if the exchange of information in an actual case constitutes a breach of competition laws (Art. 8 of the Croatian Competition Act and Art. 101 of the Treaty on the Functioning of the European Union). In other words, when analysing a particular system of information exchange, competition bodies need to take a lot of elements into account. Those are, first of all, the characteristics of that particular exchange system (purpose of exchange, conditions of accessing information etc.) and the nature of information being exchanged (public or private, aggregated or individual, historical or current etc.) Besides that, the exact economic conditions and market characteristic also need to be taken into account (market structure – number of competitors and their shares, market concentration, complexity, stability etc.).

Complexity of determining and proving an exchange of information between competitors has been recognized by the European Commission. In its Directive on horizontal agreements from 2011, it has codified the existing case-law of the Commission and the Court of the European Union, and for the first time, dedicated a whole chapter to exchange of information in practice. One must bear in mind that the Croatian Competition Agency also applies these Directives as part of the European Union's acquis communautaire.

Andreas Chrysostomou, *Director, Department of Merchant Shipping Cyprus (Cyprus)*

EU and the evolution of shipping law

While maritime law consists of two broad elements, dividing it into two neat compartments and labelling them "public" and "private", is rather an oversimplification. The shipping industry is involved in many matters of general law and non-maritime legal transactions which are not part of the lex maritima. It is well acknowledged that many aspects of private maritime law are in fact derived from the lex mercatoria.

Adding to this the radical changes in all aspects of our daily life due to major geopolitical changes, technology progress, economic development, economic integration and globalization, changes that contributed to the evolution of shipping law internationally and regionally not to mention nationally, the evolution of shipping law has been complex and multifaceted. This complexity becomes more challenging by the influence of the EU which has and will play a major part to the evolution of shipping law as a regional regulator for shipping. I invite you, to follow me in this challenge and examine this interaction in this presentation

Prof. **Martin J. Davies**, *Admiralty Law Institute Professor, Director of Tulane Maritime Law Center, New Orleans (USA)*

Cross border insolvency – the legal challenges for the transport market

Traditional admiralty procedures of arrest and attachment are designed to protect the interests of creditors who have claims against ship operators who are often in other countries, and so not otherwise subject to the court's jurisdiction. The need for this protection is more acute if the shipowner becomes insolvent. The creditors in admiralty do not need to participate in the foreign insolvency if they can get satisfaction of their claims from the arrested ship, an asset within the claimants' jurisdiction.

In contrast, the UNCITRAL Model Law on Cross-Border Insolvency embodies the concept of universalism, a key feature of cross-border insolvency. Countries that enact the Model Law undertake to stay proceedings if there are insolvency proceedings in a debtor's Centre of Main Interests (COMI). There is no exception for admiralty proceedings in the Model Law, which means that it is directly inconsistent with the policy underlying traditional admiralty procedures. This presentation will explore how this clash between diametrically opposed policies has been resolved in various countries that have adopted the Model Law.

Dr. **Ann Fenech**, *Managing Partner of Fenech and Fenech Advocates*
President of the Malta Maritime Law Association (Malta

EU legal instruments in the context of international maritime disputes

The Shipping sector is by its very nature multi-jurisdictional and very capable of involving several legal systems which could potentially regulate different aspects of a given case at the same time. This was always the case before Malta became a member of the EU. Prior to membership a plaintiff would have had to consider whether the laws of Malta granted the Maltese courts' jurisdiction over the matter, and what law would be applied by the Maltese courts in line with Maltese private international law and would also consider Maltese law when it came to the enforcement of a judgement. Whilst all of that naturally remains very relevant post EU Membership, EU Membership brought with it a vast range of very important legal instruments which effect precisely these very fundamental aspects of claims handling.

My presentation proposes to discuss how parties to disputes before courts of EU Member states now have to consider EU Regulation on Jurisdiction, Enforcement and Applicable law – three very important aspects in the anatomy of an action. These areas are covered specifically by Regulation (EU) No 1215 / 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, Regulation (EC) No 805/2004 on European Enforcement Orders for uncontested claims, Regulation (EC) No 1896/2006 on European Payment orders, Regulation (EC) No 593/2008 on the law applicable to contractual obligations (Rome 1) and Regulation (EC) no 864/2007 on the law applicable to non-contractual obligations (Rome 11).

Nenad Grof, *Attorney at Law, Zagreb (Croatia)*

Exclusion from liability and insurance coverage of carrier's professional liability for goods carried by road in Republic of Croatia

The aim of this paper is to establish whether and to what extent road carriers are protected by the current terms of professional liability insurance in transport of goods available on the Croatian market in the event of a partial or complete loss of and/or damage to goods in domestic and international transport. The author will present the system of road carrier liability for this type of damage in accordance with the current Croatian law and the grounds for exemption from liability pursuant to the CMR Convention of 1956 in international carriage of goods, i.e., as concerns domestic transport, the Civil Obligations Act. Furthermore, we will analyse the available judgments of Croatian courts which applied provisions of the said acts, i.e. conventions in order to assess the interpretation of grounds for exoneration that has been used in practice.

In addition, we will compare the terms of professional liability insurance for road carriers with different insurance companies on the Croatian market, with a special emphasis on the analysis of the grounds for exclusion of coverage. In doing so we will try to establish whether and to what extent the terms of exclusion are in line with the current legal framework governing exemption from liability for carriers in the event of loss of and/or damage to goods in carriage by road, i.e. whether it is possible for a carrier to be considered liable for damage (fully or in part) even though he is subject to exclusion of coverage according to his professional liability insurance policy.

Ana Kapetanović, *Head of Aviation Law & International Affairs Department, Croatian Civil Aviation Agency, Zagreb (Croatia)*

Opening of the airport services' market: regulatory framework and problems with its application

For decades air transport has been an industry managed exclusively by states, Europe and worldwide. States were the sole owners of both national air carriers (flag carriers) and airports, providing them with unlimited financial means. Also, air transport was highly regulated, i.e. limited in terms of traffic rights which granted the so-called "freedoms of the air" only to carriers from the state of arrival and the state of departure, respectively. Airport management was simply a reflection of the exercise of such rights by carriers. It is only in the last two decades that, through the creation of the internal market, air transport has been liberalised within the European Union (hereinafter: EU). These changes prompted a partial opening of the market of "air transport-related" services – first and foremost airport services, at least the ones whose "nature" allows the opening of the market. The International Civil Aviation Organisation (ICAO) published a long time ago documents concerning basic principles of airport services and charges paid by air carriers for such services. Not only did those principles become binding by their transposition into EU law, but they also enabled further changes i.e. created a regulatory framework for partial liberalisation of such services. The application of competition law to air transport and related services, which were for such a long time known for strong state protectionism, has led to rich and extensive legislation by the European Commission and case law of the European Court of Justice. Most recently, the Commission has published the Guidelines on State aid to airports and airlines (2014/C 99/03), trying thus to create an adequate framework for the growing number of air carrier business models and subsequent problems with applicable law. Namely, the emergence of low-cost carriers, airline alliances as well as "hybrid" models (a combination of legacy carrier and low-cost carrier), combined with partial privatisation of airports, caused the applicable legal framework to grow as well, imposing obligations on Member States to open their markets – a move which has led to various agreements between air carriers and airports, potentially incompatible with competition law.

In this paper I will give an overview of the applicable legal framework on airport services provided within the EU, the stage of liberalisation of such services and reasoning behind such regulatory measures. Also, I will show the consequent „evolution" of Commission guidelines on airport and airline state aid, focusing specifically on problems with application of such framework in the Republic of Croatia, taking into account the volume of traffic and high seasonality. Finally, I will try to find a reason for the recent failure in the attempt to change the existing regulatory framework for airport and ground handling services and examine the potential consequences of these developments on further opening of the market in the so-called "aviation value chain" (supporting services by the air navigation service provider).

Dario Klasić, *Faculty of Law, University of Cologne; Institute for Air and Space Law (Germany)*

Flying on the edge of legalities: Safeguarding fair competitive conditions in the European and international aviation

There are no international rules on airline competition. Fair competition is a particular challenge when airlines from foreign countries are subject to completely different regulatory, legal and social frameworks. Air service agreements constitute the only legal framework for fair competition.

In order to keep their national airlines competitive in a liberalized market, some governments may be tempted to lend support to their airlines through means that could deny the airlines of other states a fair and equal opportunity to compete. Over the past weeks, we have witnessed serious allegations over Qatar Airways, Etihad Airways and Emirates Airline, three large Middle-Eastern airlines which are owned by their respective governments of Qatar and the United Arab Emirates, for having received large subsidies since 2004. The subsidies make it hard for non-subsidized EU airlines to compete and also violate the spirit of the fair air service agreements, distort the international aviation market and simply give them unfair advantage. Recently, the increasing commercial influence of non-European carriers (especially the ones from the Middle East) seems to have caused serious concerns in the EU about the impact on more established carriers and their business, and has given rise to efforts to strengthen regulation in the pursuit of a level playing field. The areas of competition concerns are not limited to overt subsidy and state aid to airlines, but also to cheap (airport) infrastructure, fuel and capital, excessive sixth freedom carriage and loose labor laws.

Despite the relatively strong international legal framework, working conditions in some airlines remain poor and workers' rights continue to be violated by some employing airlines in spite of many conventions and labor laws that regulate the labor market in general. There are indications that labor standards are not fully applied in certain growing aviation markets.

To stop the trend towards unfair competition, concrete actions are required, ensuring a competitive level playing field for all EU and international carriers operating from EU airports. The Regulation (EC) 868/2004 has proven impracticable and a new instrument needs to be put in place that is better adapted to protect European interests against such unfair practices.

With this paper I shall explore what could be the remedy to the current problem, and how could we safeguard the principles of fair competition. A fundamental issue shall be the question of the tools best suited to address the concern. In that regard, the paper will consider amending the current Regulation or adopting a new Regulation replacing the current Regulation (EC) 868/2004, and also give a proposal for a regulatory arrangement in the form of a model clause in the air services agreements which EU states would use as an additional means to identify, prevent and eliminate anti-competitive abuse. As long as those clauses are not applied, and as long as foreign airlines do not abide by transparent financial and accountancy principles to ensure they are not state-supported, their traffic rights to the EU should be limited.

Dr. **Petar Kragić,** *Head of the Legal & Insurance Department, Tankerska Shipping Co. d.d. Zadar (Croatia)*

Crests & troughs of the wave of EU shipping policy

Shipping has always been an international affair contributing to globalisation. As such, shipping has at all times required international cooperation in the areas such as the harmonisation of maritime law. The harmonisation process has been taking place in three areas broadly characterised as: a) private law (CMI), b) public law (IMO) and c) unification of the shipping business environment (flags of convenience regimes).

In the competition race the European Union (EU) has decided to attract good quality EU shipping to the flags of Member States by "reducing fiscal and other costs and burdens borne by Community ship-owners and Community seafarers towards levels in line with world norms" (Community guidelines on State aid to maritime transport), by means of mimicking regimes of flags of convenience.

What are the chances of building efficient and competitive EU shipping? Is the European crew competitive in comparison with the non-Europeans who have much lower living expenses in their homelands? Should EU and non-EU crewmembers on the same ship have the same salaries for the same jobs, regardless of their respective living expenses? What are the tools of unifying the law on status of shipping companies and their respective operations in EU Member States? Is there too much unnecessary red tape? Who is going to build ships for the European ship-owners? What are the risks related to the operation of ships? Should the EU harness the harmonisation of international maritime law or diminish international efforts and achievements by introducing its own unilateral laws negating the effects of established international conventions regimes? Would that change the proportions and the allocation of risks involved?

The EU stresses the vital importance of maritime transport services for the economy of the Community. More than 90 % of all trade between the EU and the rest of the world is transported by sea. However, it is questionable if the measures introduced by current maritime policy are sufficient to support a thriving EU shipping industry.

Dr. **Simone Lamont – Black**, *Lecturer at the University of Edinburgh, Edinburgh School of Law (United Kingdom)*

Jurisdiction against successive carriers under European Union Rules

The Court of Justice of the European Union has handed down several preliminary rulings relating to transport law and the interaction of carriage conventions with the Brussels I Jurisdiction Regime. While the general rule is clear, that the Brussels I Jurisdiction Regime is to step back to allow application of the specialised rules of specialised conventions, the exact application of this principle has been fraught with difficulty. This article sets out the progress made by analysing the interaction of the regimes and argues that more European case-law is needed to clarify the boundaries and to ensure an EU-wide uniform approach.

In Case C-406/92 The Tatry, the European Court of Justice, as it then was, clarified that the Brussels Regime only stood back insofar as the specialised convention provided rules on the matter. Where, as in the case of The Tatry, the specialised convention did not provide for lis pendens rules, the Brussels I Regime would not be precluded and instead would supplement the specialised convention. The interaction of a specialised convention, here the CMR, with the Brussel Regime was put to another test in Case C 533/08 TNT Express Nederland BV v AXA Versicherung AG, where the European Court suggested that, as between European Member States, core European Union principles which underlay judicial co-operation in civil and commercial matters in the European Union had to be observed nevertheless, even where a specialised convention was applicable. Guidance on how exactly this was to happen had however not been provided and left a dangerous lacuna to be exploited. This is, for example, evident from the argumentation advanced in the recent English case of BAT v Exel where the claimant suggested the ruling of TNT v AXA necessitated the importation of the EU jurisdictional rules to supplement the CMR in order to comply with an alleged European Union principle of being able to sue all defendants in the same court. The case is currently pending before the Supreme Court.

The article argues that a liberal adaptation of such reasoning and development of "European Union principles" to expand or amend jurisdictional rules of specialised conventions should be avoided, due to the danger of creating unacceptable uncertainty as to which courts had international jurisdiction. Instead, the ruling of TNT v AXA should be interpreted narrowly in its specific context and before expanding and thus weakening jurisdictional rules, the tools available to enhance certainty and predictability, the seeking of preliminary references, should be used. While the European Court initially suggested that interpretation of a specialised convention was outside its mandate, the interpretation of Article 71 of the Brussels I Regulation is within its remit, thus giving scope for further guidance on the interaction.

Indeed, relevant further clarification from the European Court was successfully sought in CaseC-452/12 Nipponkoa Insurance v Inter-Zuid Transport. Here, the Court of Justice provided that Article 71 of the Brussels Regime directed interpretation of the rules of the CMR in an EU-compatible manner, yet the rules of the CMR were applied. This meant in the particular case, that an action for negative relief could not be interpreted as not being the same cause of action as an action for indemnity, with the effect that a lis pendens situation arose which barred any further action. Equally Case C-157/13 Nickel & Goeldner Spedition GmbH v "Kintra" UABsuggests that differences between the specialised conventions and the Brussels I Regime are to be accepted and not in themselves a reason to dis-apply convention rules which have priority. Here the Court of Justice evaluated the different rules of the CMR and the Brussels I Regime for claims arising out of the carriage of goods and found the CMR rules to be compatible with EU principles. It was acceptable that the claimant may have more choice of fora under one regime compared to the other.

Ensuring that core EU principles are met may thus not lead to much of a change after all, but may require a Member State's court to let go of a domestic interpretation of a convention's rules where EU principles on the relevant notion are established, such as in the case of lis pendens. Should a court nevertheless wish to depart from the provisions of a specialised convention, seeking a preliminary ruling is possible and paramount to uphold predictability and certainty for litigants in the EU.

Marijana Liszt, *Partner at Posavec, Rašica & Liszt Law Firm, Zagreb (Croatia)*

Legal regulation of services of general economic interest in the area of transport

At the beginning of 2012 the European Commission, on the basis of its administrative practice and the substantial influence the Court of the EU's case law, in particular the famous judgment in Altmark Trans, completed the drafting of a revised "package" concerning services of general economic interest. The new "package" consists of two soft law instruments (a Communication and a Framework), a Commission Decision, and a de minimis Regulation. In addition, Regulation 1370/2007 of 23 October 2007 on public passenger transport services by rail and by road is also of key importance to the transport sector. This Regulation implements the provision of Article 93 of the Treaty on the Functioning of the European Union (TFEU), which represents lex specialis with regard to Article 106(2) TFEU, laying down the rules applicable to fees payable for the performance of public services in the land transport sector, while its application on passenger transport by inland waters remains a discretionary right of the member states. The Regulation also provides for an exemption from the registration, pursuant to Article 108(3) TFEU, of any fee paid in the inland transport sector meeting the requirements set out in the Regulation, so that it actually serves as a Regulation for an across-the-board exemption of aids for the inland transport sector. As for the maritime and air transport sector, such an across-the-board exemption is provided for by the aforementioned Commission Decision provided that the fees payable for these services are harmonised with both the special regulations for air transport and maritime cabotage, where applicable, and with Article 106(2) TFEU, provided that they are within the limits based on the average annual number of passengers, seeing as this calculation more precisely reflects economic reality of these activities and their significance as services of general economic interest.

The presentation will explain that fees for services of general economic interest in the transport sector may involve permitted state aids or fees which, provided that criteria from Altmark are met, will not even be considered as state aid within the meaning of Article 107(1) of the TFEU, which has significant implications in terms of procedure.

We will also discuss the existing frameworks for fees for services of general economic interest in Croatia, such as the fees for Croatia Airlines, Rijeka and Osijek airports, the Act on Liner Shipping and Occasional Coastal Maritime Traffic, etc.

Ante Lažeta, *Director of the Croatian Civil Aviation Agency, Zagreb (Croatia)*

The process of drafting regulation and standardization in EU aviation

The basic regulation allows for a flexible application of rules (granting exemptions and approving derogation) with clearly set rules. The so-called Total system approach encompasses safety, security, environment and performance. Standardization undertaken by EASA is necessary for securing a consistent application of rules by member states, a condition for mutual recognition of certificates, approvals and licenses, as well as for securing a level playing field for all participants.

The frequency and scope of standardization inspections depend on the national records continuously collected in the EASA. If irregularities are found during a standardization inspection, those should be removed in a prescribed manner.

The most common challenges of standardization are: Acceptance of different methods for adopting rules in EASA member states, differences in size and complexity of aviation industry and powers of national aviation bodies, divergence in the concept of rules in different areas, Erroneous interpretation of rules caused by language barriers, autonomy, resources and competences of professionals in some aviation bodies, dynamic growth in the field causing a huge production of rules, appearance of new modern management concepts which are not addressed in the rules, disproportional rules, different ways of publishing rules in member states (direct application or publishing in official journals for the purpose of defining competences), national case-law which lacks adequate experience in aviation cases, multiple inspections conducted by different subjects using different interpretations of standards, influence of a bad economic situation on condition compliance.

Prof. **Filippo Lorenzon**, *Professor at the Southampton Law School, Institute of Maritime Law (United Kingdom)*

Multimodal transport regulation in the EU: is a uniform liability regime still a possibility?

More than three decades after the adoption of the 1980 MTO Convention, the world of international trade is not yet able to rely on a proper international liability regime for multimodal carriage. This is notwithstanding considerable investments of time and resources by international and regional organisations, a significant European attempt to create a more or less uniform multimodal liability framework, the development of multimodal provisions in unimodal transport conventions and – lastly – the interesting development of the Rotterdam Rules. International trade law is usually responsive to the needs of its industry and steadily follows technological developments, economic and political change and market practices. At a relatively early stage of the container revolution, standard form contracts and associated trade practices were quickly developed by the industry to try and solve the most common difficulties faced by multimodal transport operators. Unsurprisingly the international regulator also attempted to follow. Equally unsurprisingly, the regulator failed and the issue of multimodal carriage was left to piecemeal provisions in unimodal conventions. The Rotterdam Rules have now made a last attempt with the so-called 'maritime plus' approach where unimodal thinking is extended to multimodal transport.

The proliferation of attempted 'solutions' to a relatively simple 'problem' however, has generated a serious legal difficulty: a number of legally binding regimes at risk of conflicting with each other, making a true multimodal regime hardly possible.

This presentation provides the perfect opportunity to try and understand whether the European 'region' can shift this trend and cut the Gordian knot of multimodal carriage. Or whether the relative freedom still enjoyed by MTOs should not be disturbed.

Miran Mačešić, *Attorney at Law, Macesic & Partners Law Offices, Rijeka (Croatia)*

Implementation of EU Directives on environmental liability concerning prevention and remedying damage to the marine environment

By acceding to the EU and accepting the acquis communautaire the Republic of Croatia assumed the obligation to incorporate into its national legislation EU regulations governing environmental protection. The aim of this professional presentation is to give an overview of the principles and provisions of Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage, and Directive 2013/30/EU of 12 June 2013 on safety of offshore oil and gas operations and amending Directive 2004/35/EC, and draw comparisons with the Environmental Protection Act and the proposed act on safety of offshore exploration and hydrocarbons exploitation, especially in the part imposing obligations on ships sailing in the territorial sea of the Republic of Croatia and research and oil and gas exploitation vessels in the Adriatic Sea.

In this professional presentation we will endeavour a comparative analysis of the aims of the Directive – the prevention and remedying of damage, the concept of "carrier" compared to the concept of "ship-owner" from the Maritime Code, the "polluter pays" principle and the "prevention" principles, the principle of remedying the damage by returning the environment into its original state by way of primary, supplementary and compensatory remedies, and identification of authorities and persons bound by the Directives (stakeholders).

The central part of the presentation will concern the penetration of European into domestic legislation and its impact on the resolution of cases of pollution from ships, i.e. consequences for ship-owners. Special attention will be paid to recent cases of minor pollution in ports open to international public traffic, new approaches and consequences. In conclusion, the intention of this presentation is to explore whether the said Directives have had an impact on the rules of the leading P&I clubs.

Marija Pijaca, Assistant, Maritime Department, University of Zadar (Croatia)
Dr. **Božena Bulum**, Senior Research Assistant, Croatian Academy of Sciences and Arts, Adriatic Institute (Croatia)

Bareboat chartered vessel insurance

As a result of the complexities of mutual rights and obligations of the parties to the bareboat charter contract, a very complex issue of insurance arises. Hull and machinery insurance, protection and indemnity insurance and insurance of other interests are intertwined and therefore there is a very real possibility that some interests might be missed and left uninsured. Therefore, it is necessary to establish with certainty who is obliged to take out hull and machinery insurance, who is obliged to take out protection and indemnity insurance – both contractual and non-contractual – as well as all other aspects of insurance specific for this type of vessel exploitation.

By analysing and interpreting the insurance provisions of the standard charter the authors make a conclusion as to whether or not the specified provisions meet the interests of the parties to the bareboat charter.

Prof. **Maria Victoria Petit Lavall**, *Full Professor of Commercial Law at the Jaume I Castellón University Director of the University Institute for Transport Law (IDT) (Spain)*
Dr. **Achim Puetz**, *Lecturer of Commercial Law at the Jaume I Castellón University (Spain)*

Rail passengers' rights under regulation (EC) No 1371/2007 and their implementation in Spain: Does the Spanish rail sector regulation comply with the acquis communautaire?

Regulation (EC) No 1371/2007 of the European Parliament and of the Council, of 23 October 2007, on Rail Passengers' Rights and Obligations, contains the basic EU rules regarding the protection of passengers in rail transport, both on a domestic and an international level. Similarly to what happens in carriage by air (Regulation No 2027/1997, as amended by Regulation No 889/2002) and sea (Regulation No 392/2009), the Rail Passenger Regulation refers —in its Articles 4, 11 and 15— to an international Convention, the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (Appendix A to the 1999 COTIF Convention). However, it introduces some additional rights that do not always fit easily into the framework designed by the Rules, especially as regards the liability of the carrier in case of delay, missed connections and cancellation. The only judgment of the European Court of Justice on this issue (Case C-509/11, ÖBB-Personenverkehr) addresses only part of the problem, in particular, the compensation of the ticket price in case of delay. Furthermore, Regulation No 1371/2007 does not prohibit the existence of national measures that improve the passengers' protection, so domestic law has to be taken into account, too. In Spain, the relevant legislation was adopted in 2004 and has not been amended after the Regulation came into force, so some of its provisions are clearly inconsistent with the acquis communautaire.

The paper seeks to describe the exact content of the passengers' rights under Regulation No 1371/2007 and to identify those domestic rules that cannot be applied any more since they are contrary to European Union law and should therefore be repealed.

Dr. **Nataša Petrović Tomić**, *Assistant Professor, Faculty of Law, University of Belgrade (Serbia)*

Influence of follow the fortunes principle in reinsurance on transport insurance

Reinsurance – at least when it comes to the Serbian law – is an area of the Insurance Law about which there is presently insufficient knowledge. This applies in particular to a feature of contractual insurance relationship which is of greatest importance in terms of comparative law: follow the fortunes principle. This paper seeks to explain at the outset the concept of the follow the fortunes principle and its purpose. The author highlights that the follow the fortunes principle may not be formulated in abstract terms, but rather depends on the clauses contained in the reinsurance contract. Its application is linked to the final stage, i.e. claim settlement and payment process. The essence of this principle is that the insurer's decisions about the assured's claims under the insurance contract bind the reinsurer within the constraints of the contractual clauses and subject to certain exceptions.

Furthermore, the author draws attention to the differences in understanding this principle in comparative law, which certainly may affect the position of the contractual parties, depending on the law provided in the reinsurance contract to be the governing law. The author has not neglected contentious issues, such as whether or not the follow the fortunes principle covers the so-called ex gratia payments. This term encompasses all situations of reimbursement by the insurer which he, in strict legal terms, was not obliged to make. The author adopts the position that the reinsurer is not under the obligation to pay reimbursement under reinsurance even where the reinsurance contract contains a general follow the fortunes clause, which does not expressly provide for this particular case.

The author also examines the relation between the claims cooperation clause and the follow the fortunes principle. Whilst the follow the fortunes principle allows for insurer's autonomy in claim settlement process (within constraints of the contract), the claims cooperation clause binds him to consult with the reinsurer in the course of such process. In circumstances where both clauses are provided in a reinsurance contract, the follow the fortunes clause applies only to the claim settlements which have been approved by the reinsurer.
Finally, the author wraps up her examination with the issue of the limitations on the reinsurer's right to challenge the assured's obligations.

Bearing in mind that most large transport risks are reinsured, a large number of precedents has been analysed. An analysis of the available court and arbitral practice of foreign courts has pointed to a significant regulatory effect of reinsurance on transport insurance.

The author concludes that a reinsurance contract is a typical commercial law contract, edited by an expert in (re) insurance, which is based on respecting the union of interests of the insurer and the reinsurer. It may serve its purpose only if both parties act in accordance with the rules on risk management, responsibly and in good faith, whilst observing the clauses embodying the follow the fortunes principle.

Dr. **Nikola Popović**, *Member of the Council, Croatian Regulatory Authority for Network Industries - HAKOM, Zagreb (Croatia)*

The role of sectorial regulator in the rail services market

Traditionally and historically, each country has a national and strategic interest in railway infrastructure and rail transport, which explains a somewhat slower liberalization process compared to some other network services in the common EU market (such as in electronic communication). The European Union's priority is to achieve the Single European Railway Area (SERA), which, in long term, would afford competitiveness for the rail transport. That is possible by easing the procedure of rail transport services, enhancing their quality and eliminating market failures which can lead to inefficient management of public sources.

It is a political and economic challenge to raise the trends of both passenger and cargo rail transport usage in the future. Insufficient investment in railway infrastructure and rail wagon fleets in the past twenty years, especially in EU Member States, has made rail transport less attractive and outdated, redirecting users to other transport modes, especially to road transport. These trends can be changed by modernizing railway infrastructure and increasing uplifting transport speed. Where available, very fast passenger trains are becoming a more attractive transport mode compared to intercity air transport in Europe. Upgrading the efficiency of railways is possible by opening the market to new carriers, for which the independence of railway infrastructure managers and rail needs to be secured.

That can be accomplished by separating the accounting for railway infrastructure managers and rail transport carriers if they are part of the same vertically integrated economic subject, or by separating them structurally into separate corporations. In the last fifteen years the EU has enacted three legal frameworks through which the role of regulatory bodies is strengthened and carriers are provided an equal legal position in the market, especially through the procedure of independent allocation of traffic capacities and levying of charges for their usage. In addition, models of co-financing the development of new infrastructure and enhancing the existing one through EU funds, and enhancing the interoperability and safety of rail transport, are being developed. These could facilitate cross-border transport, especially on longer cargo routes, the so-called pan-European corridors.

The role of the regulator is to generally encourage competition by eliminating barriers for market functioning, especially through the regulation of railway services, and to encourage efficient usage of railway infrastructure. The regulator also promotes the interests of railway service users by securing an approach compliant with laws, transparent acts of infrastructure managers and railway service facilities managers, providing legal protection for subjects who submit the request for allocation of infrastructural capacity, including a mechanism for resolving disputes as needed. In the latter case, the regulatory body acts upon a party's complaint on a network report, application of that report, procedure for the allocation of capacities and other conditions of entrance, as well as charges for railway services. Among its other tasks, the regulator continuously observes competition in the railway services market, having the right to collect necessary information from the participants. It is empowered to protect passenger rights in the way prescribed by the EU Regulation.

In that regard, it can conduct inspections and decide on passenger complaints against decisions of railway carriers. The Act on the regulation of railway services market sets relevant rules in regard to protection of passenger rights. Partially limited efficiency of railway and transport service providers is usually a consequence of a lack of competition which would foster internal restructuring and reduce the needs for conventionally substantial subsidies from state funds.

According to the European Commission, combining an open approach to essential railway resources and having open public invitations for offering public transport services facilitates further market development in the same manner that has already been achieved in freight and passengers transport. A new, fourth railway framework of the EU should attract more rail transport users and make this transport branch more competitive in relation to road and air transport. A larger number of market entities should foster productivity and specialization, as well as innovative business models, followed by increased usage of information technologies. This should help increase the number of passengers and freight transported, and create new jobs in the railway industry.

Dr. **Željka Primorac**, *Assistant Professor, Faculty of Law, University of Split (Croatia)*
Nenad Miletić, *Judge Municipal Civil Court in Zagreb (Croatia)*

European regulatory framework of out-of-court dispute resolution arising from the compulsory motor vehicle third party liability insurance contract with focus on insurance practices

In this paper, the authors present and analyse the regulatory framework of out-of-court insurance dispute resolution through the European consumer protection regulations under Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution. In view of the fact that Directive 2013/11/EU stipulates out-of-court resolution of disputes concerning contractual obligations that stem from service contracts, its application on insurance as a service is evident. Specific objectives that ensure a higher level of consumer protection, pursuant to Regulation (EU) No 254/2014 on multiannual consumer programme, and promote alternative resolution of disputes and better and easier access to simple, efficient and expedient legal protection and out-of-court settlement of consumer disputes have a significant legal effect on the exercise of rights from the insurance contract as a consumer contract.

Out-of-court dispute resolution is simple, efficient, expedient and low-cost, and due to its advantages in application and its role as an instrument of consumer protection it has a positive effect on insurance dispute resolution. In comparing certain regulations based on EU legislation with the solutions within the national legislation, the authors primarily refer to the provisions of Article 89 of the Insurance Act on pre-contractual obligation of the insurer to provide information to the policy-holder on the ways of settling potential disputes and initiate the procedure of out-of-court dispute resolution between the insured, that is, policyholder/consumer and the insurance company, i.e. insurance provider. The aim of the above mentioned provision is to ensure out-of-court resolution of insurance disputes in a peaceful manner.

Due to the overburdened judicial system and lengthy court proceedings as a regular method of legal protection, out-of-court insurance dispute resolution is of special interest to the Republic of Croatia. In fact, the annual intake of damages claims on the grounds of motor vehicle third party liability insurance emphasises all the more the advantages of using the mechanisms of out-of-court dispute resolution as an optional, flexible and reliable procedure, the cheapest and quickest mode of settlement of insurance disputes. For that reason, the authors analyse the relevant legal regulations by means of which the Act on Compulsory Traffic Insurance under Article 12 prescribes a 60-day time limit, from the day the damages claim was received, within which the insurer has to settle the claim anticipating a peaceful settlement of the claim by way of out-of-court dispute resolution.

The strengthening of consumers' position in the contractual relationship with the insurer as a provider of financial services is especially evident in the comparative analysis of the conditions for compulsory motor vehicle third party liability insurance, particularly in relation to the provisions on out-of-court resolution of disputes. Having analysed the aforesaid provisions on the conditions for compulsory motor vehicle third party liability insurance from a number of insurance companies, the authors have come to the conclusion that uniform contents of the insurance contractual correlation via an out-of-court resolution of insurance disputes ensure consumer protection in insurance services. By pointing to European legal principles and practices concerning the settlement of most damages claims by out-of-court dispute resolution, the authors highlight the importance of out-of-court insurance dispute resolution, concluding that the aforementioned procedure in the national legal system has been harmonized with European standards of consumer protection. As a result, consumers as the key factor in the national economy can now have more trust in the insurance market, and at the same time, a contribution has been made to the creation of a uniform European insurance market.

Maja Salapić, *Expert Advisor in the Department for Horizon 2020, Agency for Mobility and EU Programs, Zagreb (Croatia)*

Possibilities of financing projects in the transport area inside the EU Research and Innovation Programme Horizon 2020

Horizon 2020 is a new EU framework programme for research and innovation for the period 2014-2020, which will contribute to achieving the goals of key strategic EU documents related to research, technological development and innovation (Europe 2020) and of the Innovation Union, as well as to the constitution of the European Research Area.

The main idea behind the framework programme is to offer solutions and answers to the economic crisis, to invest in future business and development, to resolve matters of EU citizens about their economic and general safety and the environment, as well to strengthen the global position of the EU in research, innovation and technologies. Horizon 2020 is directed towards excellence in research and innovations as well as to responding to societal challenges and increasing competition of the industry with a special emphasis on small and medium sized undertakings.Horizon 2020 has a funding of 78.6 billion euros.The structure of Horizon 2020 is based on three main priorities: Excellent Science, Industrial Leadership and Societal Challenges. The latter includes seven challenges, i.e. strategic priorities, one of which is the challenge of Smart, Green and Integrated Transport.

The main goal of research in the transport area is the development of a safer, environmentally acceptable and smarter pan-European transport system, which will benefit all citizens, and which will comply with environmental safety standards and contribute to a rise of competitiveness of the European transport industry on the global market.

Research and innovation must result in focused and timely progress which will help achieve the key goals of EU policy and strengthen economic competitiveness, maintaining leadership in the global market. Activities that will be encouraged will contribute to efficient and environment friendly transport, bigger mobility, fewer traffic jams and better security, competitiveness of the European transport industry, socio-economic research, and policy-making activities oriented towards the future.

The presentation will include a preview of the competitions and themes within the Smart, Green and Integrated Transport challenge, financed throughout 2016 and 2017.

Margita Selan Voglar, *Transport Insurance Director, Zavarovalnica Triglav d.d. Ljubljana (Slovenia)*

Challenges of EU market for transport risks' insurers in Southeast Europe

The European Union stands for free trade, open market and competition. EU membership creates new possibilities for the insurance market, specifically transport insurance, in terms of competition and the possibility to offer new products on certain markets. Freedom to provide services allows insurers to reach new clients and provide a type of service which is not available from their local insurers. This puts pressure on the local economy to work on better and new solutions for their clients and increase competitiveness. This way insurers become motivated to invest extra energy and means into development of new products or technology, aimed to appeal to their clients. On the other hand, local insurers can offer services in other EU member states, thus maximising their income and rising up to the challenge. Innovative ideas put into insurance products, combined with modern methods of sale and compensation, enable cross-border expansion.

Market access is regulated by EU legislation, but national laws must also be taken into account, consumer protection laws in particular. Hence insurance provided by foreign insurers tends to be reserved for higher risks connected with legal persons and not so much for individuals. Also, local insurers invest more in local trade, culture and sports, showing more presence in the community as well as social responsibility, whereas something like this is hardly expected from foreign insurers, who often do not even have an office in the country.

Insurance provided in EU member states is diverse, but nonetheless regulated. The type of insurance offered by an insurer depends on market opportunities, products developed as well as the types of potential clients (insureds). In any case, market results, costs of services and cost of doing business are closely monitored.

The opening of the EU market offers the possibility to expand the insurance business, but one has to be aware of national and sometimes even local laws, as they tend to be quite specific. The potential is huge and worth exploring provided that one has an attractive and competitive product.

Olgica Spevec, *Director of the AS Consult Ltd. (Croatia)*

State aids in the transport sector

State aids control in European Union is one of the key pillars on which the EU's internal market has persisted until today. State aids which distort or threaten to distort competition between Member States are prohibited in general (Art. 107 (1) Treaty on Functioning of the European Union (TFEU)).

Exceptions to this general prohibition refer to possibilities of giving aid for horizontal purposes, achieving goals of common European interest, as well as to activities and services of common economic and public interest.

Due to the importance of transport, state aids in this sector have a special position in the EU acquis (Art. 93 of TFEU). Therefore, besides the possibility of using aids for horizontal goals, such as environment protection, research and development, regional development, reconstruction etc., there are special rules and conditions that apply to allowing aids in rail and road transport, internal waterways, airports, air and maritime transport. At the same time, the transport sector is also an important beneficiary of aids from the European structural funds.

Since the liberalization and introduction of market-based criteria, the possibilities of giving aids in this sector have been decreasing, making it divert towards the usage of horizontal aids. Furthermore, Member States have the possibility to co-finance transport services as services of general economic (public) interest or finance activities in this sector in line with the principle of a private investor.

Within the state aids reform in the EU (SAM), the whole array of principles governing their granting has been changed. This also concerns the transport sector, for example, airports and air transport. Besides, new activities that should bring about a change of conditions for granting aids in other transport branches have also been undertaken. There are further restrictions to be expected in the future regarding the possibility of use of specific state aids in the transport sector, which will consequently require proper preparations or even structural changes in the Croatian transport sector

Dr. **Saša Šolman**, *Head of Inspection of Road Transport*
Ministry of Maritime Affairs, Transport and Infrastructure, Zagreb (Croatia)
Monika Tkalčević, *University of Applied Sciences Hrvatsko zagorje, Krapina (Croatia)*

The role of road transport inspection in the implementation of EU regulations and directives in Croatia

The accession of Croatia to the European Union marked the beginning of a new period in the work of the Road Traffic Inspectorate of the Ministry of Maritime Affairs, Transport and Infrastructure. A large number of regulations and directives of the European Commission and Parliament, and the new internal legislation of the Republic of Croatian which thereby entered into force set new challenges for all inspection officers: for the leadership in terms of staff training and the professional public, participation in public debates and expert meetings, and cooperation with other competent authorities; and for inspectors in terms of acquiring and implementing new knowledge and skills, and introducing new monitoring procedures.

The paper explores and describes the pertinent experience to date. It describes the activities of the Road Traffic Inspection within a twinning project, membership in ECR and CORTE, activities in terms of the educational and repressive role of the inspection within the transport industry, but also the problems faced by road transport inspectors in Croatia in their work. The paper also provides a comparison of experiences of the Road Traffic Inspection of the Republic of Croatia and those of the neighbouring EU countries (Slovenia, Hungary) in the process of adjustment to EU standards in the implementation of the monitoring of road transport services. The entire research is based on the current road transport legal regulation that pertains primarily to the so-called social legislation in road transport and to the legislation regulating road transport of goods and passengers.

Prof. **Rhidian Thomas**, *Emeritus Professor at the Swansea University, College of Law*
Founding Director of the Institute of International Shipping and Trade Law (United Kingdom)

Compulsory insurance in the EU legislation and the future of marine insurance with the respect to its preventive function for the protection of the marine environment

This lecture/paper will critically examine the growth and efficacy of compulsory insurance in the shipping industry steered primarily by international conventions and EU policy. A feature of modern international conventions which establish third party liability on the part of owners and others is that they incorporate an obligation to insure and also establish direct rights of action against insurers. Following the Erica incident European policy has moved in a similar direction and under the terms of a Directive of 2009 an obligation to insure is established in relation to third party liabilities of a kind identified in the Limitation Convention 1996. Both of these streams of policy will be analysed closely, with particular attention focused on the reliability of the insurance provided by the markets. Insurance is of little or no worth if it does not pay when a claim is made against it.

Prof. **Vesna Tomljenović**, *Judge of the General Court of the EU (Luxembourg)*

The role and significance of the General Court of the European Union in the area of transport

The area of maritime, air and road transport has been subject of numerous decisions of the General Court of the EU. In these cases, the Court predominantly dealt with the issues of breaches of European competition law in general and abuse of a dominant position, state aids and public procurement, which is a direct consequence of the Court's jurisdiction. On the other hand, 25 years ago, when the General Court started work under the name of the Court of First Instance, its competence was restricted to disputes regarding breaches of competition law. Several years later its jurisdiction was expanded to include state aids, public procurement, anti-dumping measures. Nowadays, the General Court is competent to decide in all lawsuits brought by both natural and legal persons against decisions of EU institutions and agencies, regardless of the area regulated by these decisions.

In order to provide a better understanding of the European legal framework appropriate for observing the different aspects of transport law, particularly the procedures before the General Court of the European Union in which natural and legal persons may seek protection of rights and interests in this area, this presentation will look at the principal issues of jurisdiction of the General Court, procedural legitimation of the parties, and the structure of the written and oral parts of the Court's procedure. An analysis of procedural particularities of the General Court should provide a closer insight into its representative decisions in the area of transport.

Jadwiga Urban-Kozłowska, *PhD candidate, Chair of European Law at Jagiellonian University (Poland)*

New rules on investment aid to airports – Do they clarify it all?

Air transport plays a crucial role in the integration and the competitiveness of the European Union. The existence of an airport in a given region increases its connectivity. Moreover, it can also have a beneficial impact on local economies as well as foster cohesion within the EU. In this context, it should be pointed out that the total costs of creation of a new airport are enormous, whereas the prospects of profitability of such investment are unsure. In practice, the construction or modernization of airports are generally financed with public funds as it is very difficult to find a suitable private investor. As a result, the issue of State aid is of great importance when it comes to investments in airport infrastructure. The public funding intended for constructing or modernizing of airports located within the European Union has to comply with the EU State aid rules. The most important rules in this respect are the following: Article 107 TFEU and Commission's guidelines concerning State aid in the aviation sector. In 2014 the European Commission adopted new Guidelines on State aid to airports and airlines (hereinafter as '2014 Aviation Guidelines'), which replaced the previous guidelines from 2005 (hereinafter as '2005 Aviation Guidelines').

The aim of this paper is to provide an in-depth analysis of the new compatibility criteria for investment aid to airports set out in 2014 Aviation Guidelines, pointing to the modifications made as compared with the 2005 Aviation Guidelines. This will allow to determine the proper understanding of the various conditions for granting State aid for airport infrastructure and address the interpretative doubts related to them.

Prof. **Chiara Enrica Tuo**. *Associate Professor, Department of Law University of Genoa (Italy)*
Dr. **Laura Carpaneto,** *Researcher, Department of Law, University of Genoa (Italy)*

Connections and disconnections between Brussels 1A regulation and international conventions on transport matters

Despite the crucial role played by transports in the sound development of the internal market, the new EU Regulation No 1215/2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters ("Brussels 1A Regulation") does not clarify the relationship between its own rules and the provisions on jurisdiction or recognition and enforcement of judgments laid down by the international conventions in the transport sector. Art. 71 of the Regulation (which exactly mirrors Art. 71 of the previous Regulation No 44/2001) simply states that it "shall not affect" the international conventions on particular matters to which Member States are party. But clear criteria are still missing for the purposes of establishing whether a transport convention falls within Art. 71 or not.

As a matter of fact, the EU Court of Justice ("ECJ") has laid down a test establishing the conditions upon which – pursuant to Art. 71 – issues of jurisdiction or recognition and enforcement of judgments are to be dealt with in accordance with an international convention instead of with the Regulation. However, the said test (i) does not seem apt, as such, at ensuring that degree of predictability as to the courts having jurisdiction and therefore legal certainty for litigants, which – as remarked by the ECJ itself – should underlie judicial cooperation in civil and commercial matters; (ii) has been conceived with specific regard to the case when issues of jurisdiction or recognition and enforcement of judgments fall within the scope of application of both the regulation and the CMR convention; hence, it is actually uncertain whether the ECJ would follow the same approach in relation to other transport conventions. On the other hand, the so called "disconnection clauses" – which can be almost invariably found in the acts whereby the EU has acceded to the various transport conventions and which serve the purpose of granting the primacy of EU law – raise problems as to how they should operate in practice vis-à-vis the Brussels Ia Regulation. Far from clear is, for example, how such clause is meant to govern the relationship between the EU rules and the COTIF.

In the light of the above still open issues, the paper is aimed at (i) ascertaining whether the ECJ, in setting out the terms whereby the Regulation should interface with the transports conventions, will either stick to the approach so far consolidated or revise it with a view to making it consistent with the principles of legal certainty and predictability as to the court having jurisdiction, (ii) clarifying the conditions that must be met for a given transport convention to be deemed falling within the scope of Art. 71 of the Regulation; (iii) assessing how to handle the relationship between the Regulation and the transport conventions not covered by Art. 71; (iv) examining whether such relationship is governed by a specific clause (disconnection clause); (v) searching for an interpretative solution which permits, even in the absence of such a specific clause, to establish with a reasonable degree of certainty which provisions – among those of Brussels 1A and those laid down in the relevant transport convention – are to be applied for the purposes of establishing jurisdiction or recognising the effects of judgements in the case at stake.

Dr. **Wouter Verheyen**, *Assistant Professor Erasmus University Rotterdam (Netherlands)*

Stuck between consumer protection and carrier's limited liability: the recourse gap in case of e-commerce

One of the strengths of e-commerce, the possibility to get delivery at home, is also the heel of Achilles. According to the European Commission, 30% of consumers were confronted with delay in delivery and 8% with packages that were never delivered. Moreover, a substantial amount of goods gets damaged during delivery. EU consumer law lies the risk for such damage, loss or delay with the seller. This paper examines in how far the seller's liability is back to back with the carrier's liability and, if a recourse gap exist, how the ambit of this gap can be reduced.

EU Consumer law is highly protective and mandatory, not allowing to derogate from these rules. Since the Consumer Rights Directive 2011 the risk for any loss or damage during the delivery rests upon the seller. According to article 20 of the Consumer Rights Directive, the risk only passes to the consumer when the consumer or a third party indicated by the consumer, has acquired the physical possession of the goods. The Consumer sales Directive contains the remedies available to the buyer in case of loss or damage during the shipment. The priority remedies are reparation or replacement of the damaged package, and this free of any charge. Also in case of delay in delivery, the Directive puts the risk with the seller and entitles the buyer to terminate the contract. Thus, in all situations where loss, damage or delay comes into existence during transport, the seller will have to refund and possibly additionally compensate the buyer (such claim is subject to national law).

Even though the seller can start a recourse action against the carrier, there can be a substantial recourse gap between the seller's liability exposure and personal damage and the liability exposure of the carrier. European transport law, which is to a large extend equally mandatory, provides only for a limited compensation in case of loss or delay. First of all, in most carriage regimes damage is calculated in an abstract way, based upon the market value of the goods. Consequently, for example reputation damage, that might be extremely great in case of seasonal presents that are not-delivered or delivered late, will not be taken into account. Moreover, often even the market value of the goods will not be fully compensated. Under the Montreal Convention, the carrier's liability for loss or damage is limited to 19 SDR/kg and under CMR to 8,33 SDR/kg. The compensation for delay is under CMR even limited to the amount of the freight. Consequently, the seller's liability is often far from back to back to that of the carrier. Moreover, the carrier's liability is not only limited, it is often also unpredictable: limits can possibly be broken through, but the threshold are often high and in case of multimodal transportation or freight integration the applicable liability regime and thus compensation remains even unknown until after the performance of the contract.

The paper makes three types of recommendations to reduce the recourse gap or at least to make it more predictable. From a practical point of view, first organisational and contractual techniques are suggested that allow parties to limit the recourse gap. As the e-commerce sector contains a large number of start-ups and micro-entrepreneurs without great legal knowledge, in addition suggestions are being made for an EU legal intervention in order to prevent this gap from affecting the viability of e-commerce. The EU didn't intervene in carrier liability so far. However, as the EU states that "Realising the internal market for online services is one of the key factors in the effort to make the European Union the most competitive and dynamic knowledge-based economy in the world", also the elimination of obstacles in carriage law to the development of these online service, should be of paramount importance for the EU.

Laurenz Wolfgang Vuchetich, *Attorney at Law in cooperation with Specht & Partner Rechtsanwalt GmbH (Croatia)*

Some legal aspects of taking security over train wagons: Perspectives for enhanced accessibility of funding for rail carriers

Rail carriers have, in principle, three possible sources of funding for capital investments: direct state aid, indirect state aid (via EU funds); financing through development banks and financial institutions such as the World Bank, the European Investment Bank; debt financing by commercial banks and other financial institutions on the capital market.

With the historical development and modernisation of rail infrastructure and transport, the social and political significance of the industry has tied its funding closely to the state. With the beginning of liberalisation of rail services in the 1990s in Europe, the increasing scope of application of state aids in the EU, and the increasing demand for capital among rail carriers to fund the acquisition (purchase or lease) of train wagons or refinance existing long-term obligations, there is a growing trend of financing rail carriers by financial institutions (banks) as the dominant source of financing in the industry.

In structuring their credit arrangements, domestic and foreign financial institutions require that all property in commercial use owned by a rail carrier registered in the Republic of Croatia be used as security instrument for repayment of loans. The basic requirement is that the security interest is properly established and that there are foreseeable steps in the enforcement of due unpaid claims arising from the credit agreements. The property with the highest financial value owned by rail carriers are train wagons (owned or leased by the carrier).

The paper features a presentation of the procedure of establishing a security interest n train wagons at the international (Rail Protocol to the Cape Town Convention) and national levels. It is to be noted that a security interest over train wagons in the Republic of Croatia follows the general regime for establishing pledge rights over movable property. Special attention is paid to the issue of settlement of the creditors. International regulation of secured claims in the rail industry tend to align the rules to that of the aviation industry, for which an international aircraft security interest register has been set up, as well as a special register in the Republic of Croatia in which all security instruments over airplanes are kept.

Security instruments over train wagons will continue to be under the general secured claims procedure, despite the particularities of such security, until the Republic of Croatia establishes the concepts of taking security from the Rail Protocol to the Cape Town Convention.

Prof. **Stefano Zunarelli**, *Senior Partner, Zunarelli B&T International Law Firm, Studio Legale Associato*
University of Bologna School of Law (Italy)

The comparison between the intervention of the European Union concerning the system of the port and airport services

The lecture will focus on the analysis of the draft Regulation of the European Parliament and European Council with the purpose of the establishment of a regulatory framework on the market access to port services and on the ports' financial transparency. Moreover, it will underline, in a comparative perspective, the profiles that the abovementioned draft Regulation and Directive 96/67/EC on access to the ground handling market at Community airports (put into effects in Italy by Legislative Decree N. 18/1999) have in common. Indeed the main goal of the draft Regulation, in line with the Directive, is to ensure the autonomy of ports, to set transparent rules (especially regarding the state aids problem) and to make ports more competitive.

The lecture will highlight the critical issues of the proposed Regulation, foremost the choice of the instrument of the European Regulation, which appears in contradiction with the desire to respect the different local realities. It is quite clear that it would be very difficult to provide a unique legislative solution for all the European ports. A more flexible legal instrument, as for example a European Directive, which was actually used for the airport field, would have been more appropriate in order to shape the legislative framework on the basis of the various types of port in each Member State.

As for the content of the draft Regulation, the lecture will examine the laws on the port services affected by the reform and the rules which formally introduce the principle of the freedom to provide services also in the Port field. That principle applies to the service providers established in the EU Ports, which, furthermore, can have free access to the port essential facilities.

In addition, the lecture will show how, comparing the content of the Regulation proposal – which, contrary to Directive 96/67/EC on the ground handling services, leaves out the self-handling of the port services – with the national framework on port activities, it turns out that there is no perfect correspondence between the services provided by the European Regulation and the ones provided by the Italian law. Even the application of the draft Regulation to all ports of the TEN-T network raises some doubts, considering the great diversity of the European Ports.

As for the discipline on financial transparency and on autonomy, the lecture will analyze also the rule that states that the managing body of the port, in case it receives public funding or directly provides Port services, should have special and transparent accounts, also in order to demonstrate the effective and adequate use of those public funds (as already happened in the airport sector).

In conclusion, the lecture will highlight the risk that the proposal, as currently formulated, will cause a very fragmented and uneven discipline of the Port services. Then, it will emerge that the principles and the rules contained in the draft proposal about financial matters and about coordination appear distant from the governance model in force in the principal national Ports, characterized by the dualism Port Authority-Maritime Authority.

Darko Vrkljan, *Director of the Reinsurance and International Corporate Clients Department, Allianz Zagreb d.d. (Croatia)*

Terms of hull and machinery insurance and the role of the underwriter – practice (not) following theory

Insurance has for centuries been closely connected to the transport industry, especially maritime transport. Maritime transport is probably the most regulated activity in terms of applicable conventions, regulations, laws and other public law acts, including the typical autonomous sources of maritime law. On the other hand, maritime insurance, as part of non-life insurance, offers the most freedom in negotiating the terms to both the insured parties (usually the ship manager) and the insurer. Considering this is the first conference of this format in the Republic of Croatia, the author of this paper would like to present the role of transport, i.e. maritime insurers.

The first part of the paper will feature general information on the extent of the portfolio of transport insurance policies, which includes over 50 different insurance products, with an emphasis on maritime, i.e. hull and machinery insurance. The latter generates approximately 25% of the world transport insurance premium and, due to its pronounced global aspect, places before the marine underwriter the additional requirement of knowing and understanding the legal aspects of these types of risk.

The second part of the paper will include and analysis of the basic document which regulates the legal relationship of the insured party and the underwriter – terms of hull and machinery insurance for ships in transit. Considering the international character of ships in transit, in practice, and especially in European practice, several terms of insurance apply, such as the Institute Time Clauses – Hulls of 1983, International Hull Clauses of 2003, DTV Clauses, etc. A comparative analysis of these terms will be provided, along with commentaries from practice.

Panel discussions

Panel I

Specialization of judiciary in the area of transport and insurance: necessity or utopia?

On 1 July 2013 everything changed for the Croatian judiciary. Harmonisation of the Croatian legal system with the acquis communautaire brought about fundamental changes to the entire national regulation, and not always in a satisfactory manner, leaving the judiciary to its own devices to find their own way in the new situation. Direct application of a part of the acquis means that the Croatian judiciary must be well acquainted with it from the first day of being a member of this legally complex association. Was the Croatian judiciary provided adequate support in preparing for this radical change prior to accession? What modes of continuous education of judges and lawyers have been envisaged for training and monitoring further development of EU law? As regards the area of transport law, the situation appears to be even more complex. The legal regulation of transport, due to its predominantly international character, has always been special and multi-layered. Apart from national regulations, most of the positive transport law in all areas of transport consists of international conventions which equalise the legal regulation of many issues at the international level, and their application poses a special challenge. On top of this basic two-layered construct a third layer is added – that of EU acquis. The transport-related part of the acquis represents its third largest area. The reason for this lies in the fact that the EU has assumed jurisdiction in this area almost to the full, which has resulted in, as it is estimated, several tens of thousands pages of EU legal regulations in this area, along with over a hundred judgments of the Court of Justice of the EU and the General Court. Often marginalised due to its particular nature and a small absolute number of cases appearing before courts – which is often used as an argument against specialism in this area – this area of law is, however, of enormous importance to the industry. Transport-related cases frequently involve high amounts of claim; for this reason, any insecurity on the part of the judge regarding this complex area, combined with lengthy proceedings, may have extremely detrimental effects on the economic viability of undertakings. Any risks carried by a transport route will be compensated by the selection of a different route, but what are the consequences of that on the national transport industry? The shipping industry typically opts for specialized arbitration as the alternative dispute resolution method, but is that the only way? Can opting for domestic or foreign arbitration improve the state of affairs in other areas of transport, as well? Will a judicial reform in Croatia really contribute to the specialization of judges and how? Survival and development of the transport industry requires good and swift judicial protection. Does the Croatian transport industry enjoy good quality support of the judiciary and/or specialized lawyers, and what are the improvements that could be made to the system? Before we answer these and other topical questions, it will be particularly interesting to hear how this problem is handled by the Netherlands, a small country, yet a transport industry giant, which approaches the issue of specialized judiciary and legal protection of the industry with extreme care, respecting the tradition, but also leaving room for quick innovations and adaptations to the development of this very dynamic industry.

Panelists:

Mario Vukelić, *President of the High Commercial Court of the Republic of Croatia (Croatia)*
Emily Dérogée-van Roosmalen, *Member of the Daily Board of the Dutch Maritime and Transport Law Association (Netherlands)*
Mladen Sučević, *President & CEO, Croatia Airlines (Croatia)*
Krešimir Kučko, *President & CEO, Croatia Airlines d.d (Croatia)*

Moderator: **Domagoj Novokmet**, Croatian Television

Panel II

Challenges and potentials of the single transport services market in a time of crisis: EU and Croatia

EU membership has opened up new possibilities for Croatia, but also brought new challenges for the transport and insurance industries. Is the Croatian transport industry, considering the ongoing 8-year-long economic crisis, ready for fierce competition in the single transport services market? The EU itself is also facing many challenges, such as the implementation of common economic policy, the future of the Eurozone, the energy crisis and the creation of new energy policy and infrastructure, etc. However, another critical challenge issue relevant for connections both between EU member states and those with other countries is to find appropriate solutions in transport integration and traffic optimization in economic, environmental and energy terms. The EU is not alone in this – globalization and new pressures on competition are coming from outside, in particular from the USA and the Far East. Considering the said regional, European and global perspective, what is the position and what are the prospects of the Republic of Croatia in the area of transport? Can Croatia develop a new transport strategy which will capitalize on its extremely attractive position in the region, in the single market and beyond? What are the main challenges faced at this moment by different segments of the Croatian transport industry and how can they be overcome?

These are some of the main issues that will be discussed by distinguished experts participating in this panel?

Panelists:

Dr. **Zlatan Fröhlich**, *Croatian Chamber of Commerce – Zagreb Chamber Economy, President (Croatia)*
Prof. **Ivan Dadić**, *Faculty of Transport Sciences, University of Zagreb (Croatia)*
Dr. **Dubravko Štimac**, *President of the Management board, PBZ Croatia osiguranje d.d. (Croatia)*
Prof. **Vlatko Cvrtila**, *Dean of the Vern – University of Applied Sciences (Croatia)*
Dr. **Marko Šoštarić**, *Faculty of Transport Sciences, University of Zagreb (Croatia)*

Moderator: prof. **Mladen Vedriš**, *University of Zagreb, Faculty of Law (Croatia)*

Panel III

Financing model for infrastructure investments – can traditional banks stay competitive?

As Europe launched its long awaited quantitative easing programme, the fundamentals of the overall financial sector have been stretched as investors and financiers are running difficulties in finding adequate yields on their investments. Simultaneously, in 2014 EU announced its EUR 315 billion investment plan with the aim of reviving European economic growth, creating jobs primarily through infrastructure investment. According to the plan it is expected that the vast majority of capital will be sourced from the private sector – it has already been noted that institutional investors, such as pension funds, insurance companies and sovereign wealth funds have been expressing their interest and sourcing significant amount of capital for infrastructure assets.

However, having in mind the aforementioned by examining the regional environment we note the majority of up to date financing in the infrastructure sector has been done by the government and through the traditional bank financings, without heavier involvement of the private investors. Undoubtedly one of the reasons for the chosen financing model and lack of private sector involvement lies in the fact that the region is facing multiple internal challenges, such as complexity of the legal framework, process transparency, lack of political commitment and general public misconception regarding the benefits of PPP's or any sort of private sector involvement.

We can therefore question whether the current challenging environment benefits the banking sector? On the other hand, given that banks face stretched balance sheets and the government itself has limited funds for further infrastructure investment, private sector involvement will become a necessity for securing regional long term competitiveness. Thus, given the current environment of readily available and fairly priced capital raises the pivotal question – who is the most competitive financier for infrastructure projects and can the traditional banking sector stay competitive in providing financing in our newly developed environment?

Panelists:

Igor Storchak, *Senior Banker, Transport Team London*
European Bank for Reconstruction and Development – EBRD (United Kingdom)
Dinko Novoselec, *President of the Management board of Allianz ZB*
Voluntary and Obligatory Pension Fund Company (Croatia)
Vančo Balen, *Director of Risk Management Department at Croatia osiguranje d.d. (Croatia)*

Moderator: **Matko Maravić**, *InterCapital Securities Ltd.*

Info-Lab Workshop

“How to find the EU Transport Law Instruments: Hands-on Experience”

Introduction:

Dr. **Andrea Horić**, *Head, Faculty Library, University of Zagreb Faculty of Law (Croatia)*

Coordinator: **Aleksandra Čar**, *European Documentation Centre, University of Zagreb Faculty of Law (Croatia)*

Aleksandra Čar is an EU information specialist who has worked in the area of European affairs for almost 18 years. In addition to being in charge of the European Documentation Centre at the Library of the Faculty of Law in Zagreb, she is also editor-in-chief of the EUROPA info bulletin and a contributor to the UK-based the European Sources Online information service. In 2005 Aleksandra was awarded the “Helen Greer” memorial prize in recognition of outstanding service in pursuit of the aims and objectives of the European Information Association. She has contributed to making the EDC of the Faculty of Law in Zagreb one of the most high profile and innovative information services in Croatia.

Learning methodology

The workshop will initially provide an overview of the EU official documentation, and will then offer demonstrations of the most useful websites and EU legal databases, as well as of their structure and content. Furthermore, the most effective research methods will be outlined.

Each participant will have at their disposal a PC with high-speed internet connection and plenty of time to explore the content and possibilities offered by each database. This will be additionally supported by a range of specially designed questions to encourage participants to get familiar with particular resources in order to master their content and structure and eventually become independent and efficient users.

Objectives

At the end of the workshop, the participants will have a good knowledge of the key categories of EU documentation; they will also have practical experience in using the possibilities of particular databases; they will know how to efficiently and effectively find targeted information, and to use the best research techniques. Also, they will be able to easily find a directive, regulation or other legal act related to EU transport policy, or to find preparatory documents and texts of legislative proposals and initiatives as well as information on the developments within a legislative procedure. Furthermore, they will easily find information on national implementing measures, case law of the European Court of Justice referring to EU transport policy, as well as academic and research papers and comments related to particular ECJ judgments, and finally they will know how to find Croatian translations of EU legal instruments.

Invited Speakers

Dr. **Vlatka Butorac–Malnar**, *University of Rijeka, Faculty of Law (Croatia)*

Vlatka Butorac-Malnar is an Assistant professor at the Department of International and European private law at the Faculty of Law, University of Rijeka. Besides European private law, she teaches Competition law to undergraduate and postgraduate students. She holds the LL.M and Ph.D. degree from the Central European University in Budapest, Hungary. As a visiting fellow, she researched in a number of institutions (Cornell Law School, NY, USA; Max-Planck Institute for Comparative and International Private Law, Hamburg, Germany; Asser College Europe, den Haag, the Netherlands.) She writes mostly on competition law and is the co-author of the first textbook on competition law in Croatia.

Mladen Cerovac, *Croatian Competition Agency (Croatia)*

Mladen Cerovac was born on 3 January 1954 in Zagreb. He graduated from the Faculty of Law in Zagreb, where he also obtained his LL.M. degree. He has also passed the bar exam. From 1978 to 1997 he worked as Head of the Department for the implementation of international agreements in the Croatian Pension Insurance Institute in Zagreb. He has occupied key positions in the Croatian Competition Agency from its establishment in 1997 until today (Deputy Director of the Agency, Director of Competition, Senior Advisor of the President of the Council of Competition). Since 2005 he has been the member of the Council, and in 2008 was elected deputy chairman of the Council. In November 2013 he was appointed president of the Competition Council. He has completed special specialized training in the field of competition organized by the European Commission, the Federal Trade Commission and US Department of Justice, the World Bank, the OECD and the EIPA. He has participated in hundreds of the most important international seminars and conferences in the field of competition law. He specializes in the control of concentrations between entrepreneurs. He is the author of the book “Glossary of law and competition policy”, and co-author of the textbook “Introduction to the European Union” and “Legal environment of business”. He has also authored a significant number of papers in the field of competition law and policy. He has been a member of the working group for preparing a draft regulation on the protection of competition since 1997, and a member of the Working Group on Croatian accession to the European Union for Chapter 8 (Competition). As an international legal expert from 2008 to 2010 he participated in the projects of the European Union for technical assistance to the Competition Council of the Republic of Serbia, the Republic of Macedonia and Bosnia and Herzegovina. He has spoken at numerous professional conferences in the country and abroad. He is also a guest lecturer at the Faculty of Law in Zagreb, Faculty of Law in Rijeka, Faculty of Economics in Zagreb, Faculty of Economics in Osijek, Zagreb School of Economics and Management and the University Department of Forensic Sciences in Split.

Andreas I. Chrysostomou, *Department of Merchant Shipping Cyprus (Cyprus)*

Mr. **Andreas Chrysostomou** graduated from the University of Newcastle upon Tyne in United Kingdom with a Bachelor of Engineering with Honours, in Naval Architecture and Shipbuilding. He continued his studies at the same University and he gained a Masters In business Administration (MBA). In 1993 Mr. Chrysostomou joined the Department of Merchant Shipping, the Competent Authority for Maritime Affairs of the Government of the Republic Cyprus, as a Marine Surveyor and in 1994 he has been transferred to the Cyprus High Commission in London as the Counsellor Maritime Affairs and Alternate Permanent Representative of Cyprus to the International Maritime Organization, a position he held for 10 years. Throughout the years he has been actively involved and has constructively contributed in all spheres of shipping, ranging from safety and security, protection of the marine environment, legal and administrative issues. He has served as Chairman of the Design and Equipment Subcommittee of the IMO and for the decade 2003-2013 has served as Chairman of the Marine Environment

Protection Committee (MEPC), one of the main Committees of IMO. In 2004 he was transferred back to the Head Quarters of the Department of Merchant Shipping where he is heading the Department's division responsible for Maritime Policy, Multilateral Affairs and Standards and as from 2014 he is the Acting Director of the Department of Merchant Shipping. Beyond his work with the IMO he has worked with other UN agencies such as the International Mobile Satellite Organization where he was elected Chairman of its Assembly twice consecutively. Furthermore, he served as member of the Board of Governors of the World Maritime University (WMU) and he is one of the Past Presidents of the Institute of Marine Engineering, Science & Technology (IMAREST). Mr. Chrysostomou's work includes a number of papers presented in Conferences and Seminars around the globe and chaired a number of non government related seminars and conferences. Finally as a result of Mr. Chrysostomou's skills and integrity, he has been acknowledged by peers and has been manifested by awarding him the 2011 Award for Outstanding Contribution to Sustainable Shipping. In November 2011 he has also been presented with the Distinguished Public Service Award by the United States Department of Homeland Security, United States Coast Guard, for his invaluable service to International Shipping and in 2013 the GST Award - Leading Shipping Personality of the Decade 2003 - 2013.

Prof. **Martin J. Davies**, *MA, Tulane University Law School, New Orleans (USA)*

Prof. **Martin J. Davies** Davies is Admiralty Law Institute Professor of Maritime Law and Director of Maritime Law Center (Tulane University Law School, New Orleans, USA). He studied law at the University of Oxford where he obtained his BA degree with first class honours in 1978, his BCL degree with first class honours in 1979 and his MA in 1983. He also obtained his LL.M. degree in 1980 at Harvard University. Martin Davies is an international authority on admiralty law who has taught in Australia, England, Singapore and Italy as well as the United States. He joined the Tulane Law School faculty in 2000 after a visiting appointment in 1999. He previously taught at the University of Melbourne (Australia) where he was Harrison Moore Professor of Law. Davies, who has been a professional actor, also has worked as a consultant for maritime law firms for 30 years and is presently engaged by an international law firm with a maritime law practice in many countries. He serves on the Editorial Board of Lloyd's Maritime and Commercial Law Quarterly and the Melbourne Journal of International Law. In addition to admiralty and maritime law, he teaches in the areas of international sale of goods and torts, conflict of laws and international commercial arbitration. He has written (or co-written) books and numerous articles on maritime law, international trade law, international sale of goods and torts. He is a member of the Maritime Law Association of the United States, associate member of the American Bar Association and a member of the Intertanko Documentary Committee. He received the Felix Frankfurter Distinguished Teaching Award from the Tulane Law School graduating class in 2003 and 2011. He was chosen for a Tulane University President's Award for Excellence in Teaching in 2012.

Dr. **Ann Fenech**, *Fenech and Fenech Advocates (Malta)*

Dr. **Ann Fenech** is the Managing Partner of Fenech and Fenech Advocates, and the Head of the Marine Litigation Department. In 1986 she graduated at the University of Malta when she joined the shipping and commercial law firm of Holman Fenwick and Willan in London where she stayed until 1991 prior to joining New Orleans firm of Chaffe, McCall, Phillips Toler and Sarpy. In 1989 she obtained her LL.M. Degree in Maritime Law at the University of London. She is the President of the Malta Maritime Law Association, committee member of the Yachting Trade Section of the Malta Chamber of Commerce and Industry, Committee Member of the European Maritime Law Organisation and an Executive Council member of the Committee Maritime International. She has twice received the Best in Shipping and Maritime Award at the Euromoney Legal Media Group "European Women in Business Law Awards" 2012 and 2014.

Dr. **Petar Kragić**, *Tankerska plovidba d.d. Zadar (Croatia)*

After graduating in law summa cum laude at the University of Split, Dr. **Petar Kragić** joined the shipowning company Tankerska plovidba (Zadar, Croatia) in 1976. He obtained his MA and PhD degrees in maritime law from the University of Split. He is the author of the legal textbook Tanker Charter Parties and a number of articles on maritime law. He is a regular speaker at maritime conferences. Currently, he is the chairman of the Croatian Maritime Law Association and titular member of CMI. He is a member of the drafting committee for Croatian Maritime Law. He was a member of the CMI drafting committee for Rotterdam Rules and a member of the Croatian delegation to UNCITRAL. He is a former chairman of the legal committee of the Croatian Chamber of Shipping. For a number of years he was a director of the UK P&I Club, SiGCo, and an international investment fund. At present, he heads the Legal & Insurance Department of Tankerska plovidba d.d.

Dr. **Simone Lamont-Black**, *University of Edinburgh, Edinburgh School of Law (United Kingdom)*

Dr. **Simone Lamont-Black** (née Schnitzer) qualified as civil lawyer in Germany where she practised law as Rechtsanwältin for several years and obtained her Doctorate in law from Augsburg University with summa cum laude before moving to England. There she worked for many years as lecturer at Northumbria University in Newcastle before joining Edinburgh Law School in 2010. She specializes in the law of international trade and carriage of goods and has a keen interest in international commercial dispute resolution, being also a CEDR Accredited Mediator, a Member of the Association of Arbitral Women, having acted as arbitrator inter alia at the Willem C. Vis International Commercial Arbitration Moot Competition and having founded the Edinburgh Vis Pre-Moot. Simone researches and publishes mainly in the areas of international carriage of goods and transport law. She has also authored and co-authored several books, inter alia with Paul Bugden the second and third editions of Bugden & Lamont-Black, Goods in Transit, published with Sweet & Maxwell as part of their British Shipping Laws Series.

Ante Lažeta, *Croatian Civil Aviation Agency (Croatia)*

Ante Lažeta was born on September 2, 1972. He graduated from the Faculty of Transport and Traffic Sciences in Zagreb. From 2009 to 2014 he was assistant director of the Croatian Civil Aviation Agency, Department for flight operations, airworthiness, education and licensing, and general aviation. Previously he worked in the Ministry of the Sea, Transport and Infrastructure as airworthiness controller and was also involved in other activities. Since 2014 he has been an assistant for international cooperation in the European Agency for Aviation Safety (EASA), working specifically as the operating manager of the TRACECA project (beneficiary countries: Armenia, Azerbaijan, Bulgaria, Georgia, Moldova, Kazakhstan, Kyrgyzstan, Romania, Tajikistan, Turkmenistan, Turkey, Ukraine and Uzbekistan) and ENP (Algeria, Egypt, Libya, Palestine, Syria, Tunisia) aimed at improving the system of certification and oversight in the area of aviation safety. He has also participated as a team member in the security mission of the European Commission in Kyrgyzstan and the Philippines for the purpose of determining the ability of the competent authorities for carrying out the primary task (certification and surveillance) of the industry and has been a member of the team in the standardization visit of EASA to the Czech Republic in the area of airworthiness.

Marijana Liszt, *Posavec, Rašica & Liszt Law Firm (Croatia)*

Marijana Liszt has been a practicing attorney-at-law since 2002 and is one of the three founding partners in the Law Firm Posavec, Rašica & Liszt. After graduating from the Zagreb Law School and obtaining a master degree in EU Law at the University Carlos III of Madrid, she completed the master studies in EU Law at the Zagreb Law School focusing on state aid law. In 2005 she was appointed by the Government of the Republic of Croatia as Head of the Working group on Chapter 8 – Competition in the framework of Croatia's EU accession negotiations. She is now a PhD candidate at the Law School of the University of Rijeka working on a thesis in the topic of state aid law, in particular the public financing of the services of general economic interest. Her fields of expertise are competition law including state aid law, commercial law, company law and sports law. She is a guest lecturer at the graduate and post graduate studies of the Zagreb and Rijeka Law Schools, lecturer at various scientific and expert conferences and author of a number of scientific and expert articles in the fields of competition and state aid laws.

Prof. **Filippo Lorenzon**, *Southampton Law School, Institute of Maritime Law (United Kingdom)*

Filippo Lorenzonis a Professor of Maritime and Commercial Law at the University of Southampton and the former Director of the Institute of Maritime Law (2010-2014). He has been a Visiting Lecturer at several overseas universities and international training centers. He has an LL.D. (Trieste, 1999) and an LL.M. (Soton, 2000) and is fully qualified as an avvocato in Italy, and as a (n.p.) solicitor in England and Wales. Prof. Lorenzon is a Member of the ICC (UK) Committee on Transport and Logistics, the Italian Maritime Law Association (AIDiM), the British Maritime Law Association (BMLA), the European Maritime Law Organisation (EMLO) and the International Bar Association (IBA). He is also a Fellow of the Chartered Institute of Linguists. Prof. Lorenzon has been working with leading maritime and commercial law firms, in London, Genoa and Venice, and regularly advises in his areas of expertise. He is currently a Consultant with Campbell Johnston Clark Ltd in London. He is also a Senior Legal Advisor for the World Bank. His research interests are mainly in the domains of international trade law, carriage by air, carriage of goods by sea, European maritime law and comparative private law. Since January 2010, Filippo has been leading the IML contribution of an important research project funded by the European Commission to assess the impact of enforcing the 2006 Maritime Labour Convention and Directive 2009/13/EC within the EU. He has also contributed to the ICC UK submissions to the Incoterms 2010 drafting group. He has Authored or co-authored several key works in maritime law such as CIF and FOB Contracts, 5th edition (London 2012), The Rotterdam Rules: a practical annotation (London, 2009), The Law of Yachts and Yacthing (London, 2012) and The Sale of Ships under the Singapore Form (Singapore, 2013).

Dr. **Nikola Popović**, *Croatian Regulatory Authority for Network Industries, (Croatia)*

Nikola Popović was born in Zagreb in 1971. In 1995 he graduated at the Faculty of Law in Zagreb with the topic "The principle of division and unity of the public power". In 2000 he obtained his LL.M. degree in EU law at the College of Europe, Bruges, with the topic "The liberalization of the telecommunications sector in the Republic of Croatia in the trial of the telecommunications market of the European Union". In 2012 he obtained his Ph.D. degree at the Faculty of Law in Zagreb with the topic "Liberalisation of network activities in Croatia". He passed the Bar exam. He is a member of the Croatian Academy of Legal Sciences. He works in the Croatian Regulatory Authority for Network Industries as Council member. He previously worked at the Rail Market Regulatory Agency as Council member. He has also worked at the Croatian Competition Agency as deputy chairman of the Council, and at the Council of Telecommunications as Council member. He has worked on the EU liberalization and competition policies in the Ministry of European Integration and on other professional activities. He is Secretary General at the Institute of Public Administration in Zagreb. He is a court interpreter for English and French. He participated in the preparation of the negotiations for Croatia's EU membership as a member of the working group for the chapter on transport policy and in the preparation of several laws and regulations in the process of harmonization with EU law. He was programme manager on several projects, including twinning projects, financed by the EU. He teaches in several study programmes and has published a number of papers. He is interested in the areas competition policy, liberalization processes, and the role of government in the economy.

Maja Salapić, *Agency for Mobility and EU Programs (Croatia)*

Maja Salapić was born in Split in 1981. She graduated in Croatian and Czech studies from the Faculty of Humanities and Social Sciences in Zagreb. She was employed as the head of the office of the Smart School where she was in charge of the entire administration and communication with clients. In 2013 she attended a training course for office managers organized by Poslovni savjetnik. Since 2014 she has worked in the Agency for Mobility and European Union, which conducts and promotes programs of the European Union and other international programs in the field of science, education, training and youth. She currently works as a national contact person for social challenges of Smart, green and integrated transport and Secure, clean and efficient energy within the framework of the EU program for research and innovation Horizon 2020. She is a member of the program committees for both social challenges. She is cooperating in the project network of national contact persons C-Energy2020 and is a frequent guest lecturer at various seminars, conferences and workshops where she presents options for the funding of energy and transport within the Horizon 2020.

Margita Selan Voglar, *Zavarovalnica Triglav d.d. Ljubljana (Slovenia)*

Margita Selan Voglar graduated from the Faculty of Law in Ljubljana in 1991, when she started working in Triglav Insurance Company Inc., Department of Transport and Credit Insurance, in the field of transport insurance. Since 1999 she has worked as the Director of the Department for Transport security where she is responsible for the development of new products, underwriting and claims. Since 2009 she has been the President of the Committee for Transport Insurance with the Slovenian Insurance Association and the Vice-President of the Maritime Law Association of the Republic of Slovenia. She is also an arbitrator at the Permanent Arbitration Tribunal of Triglav Insurance Company Inc. She regularly participates in IUMI conferences and gives lectures on transport security and transport responsibilities. She works with the Chamber of Trades and Crafts and the Chamber of Economy. She has co-authored the book CMR Convention – Convention on the Contract for the international Carriage of Goods by Road with commentary.

Olgica Spevec, *Director of the AS Consult Ltd. (Croatia)*

Olgica Spevec obtained her LL.M. Degree at the Faculty of Economics and Business, University of Zagreb. From 2003 to 2013 she was president of the Competition Council of the Croatian Competition Agency. At the same time, from 2005 she was a member of the Croatian Negotiating Team for the Accession of Croatia to the EU, responsible for the 8th chapter Competition Policy and 20th chapter Enterprise and Industrial Policy. Since October 2013 and the founding of AS Consult, she has been engaged in business consulting. Also, she was Assistant Minister of the Economy responsible for international economic relations, trade policy and consumer protection. While working at the Ministry of the Economy she was a member of the Croatian negotiating delegation for the Croatian membership in the World Trade Organisation (WTO), chief negotiator in multi- and bilateral free trade agreements (CEFTA, EFTA, Turkey and others) and chair of the committees for bilateral cooperation with a number of foreign countries. She was an assistant to the main negotiator at the conclusion of the Stabilization and Association Agreement (SAA) between Croatia and the EU. She has been a participant in many related projects in Croatia and abroad, a visiting lecturer at various graduate and postgraduate studies and author of many articles on trade policy, competition and State aid policy published in Croatia and abroad.

Prof. **Rhidian Thomas**, *Swansea University, College of Law (United Kingdom)*

Rhidian Thomas is Emeritus Professor of Maritime Law and Founder Director of the Institute of International Shipping and Trade Law, School of Law, Swansea University, Wales, UK. Previously he held academic positions at Cardiff University and the University of East Anglia in the UK. He has taught at several overseas universities, including the University of Windsor, Canada, National University of Singapore, University of Lund and World Maritime University, and currently is visiting professor at the University of Gothenburg, Sweden. In the academic year 2011-2012 he was appointed to the national Francqui Chair at the University of Leuven, Belgium. He is Editor-in-Chief of the Journal of International Maritime Law, and a member of the editorial board of Shipping & Trade Law. He is also a member of Comite Maritime International (and of the International Working Group on marine insurance), British Maritime Law Association, Chartered Institute of Arbitrators and British Insurance Law Association. His principal teaching and research interests are in the fields of maritime and shipping law, marine insurance law, international trade law and commercial arbitration. He is the author and editor of many books and has contributed widely to academic and professional journals. His recent publications include co-editing and contributing to Shipping, Law and the Marine Environment in the 21st Century (2013, Lawtext Publishing, UK); Laytime and demurrage – contractual concepts in a state of flux (2014) 20 Journal of International Maritime Law 183, and Dimensions on the Concept of Inherent Vice as an excluded Peril in Marine Insurance, in Selected Issues in Marine Law and Policy ed Mejia (2013 Nova Science Publishers, New York). He is a frequent speaker at conferences and seminars, and also acts as an expert witness and consultant

Prof. **Vesna Tomljenović**, *General Court of the EU (Luxembourg)*

Vesna Tomljenović is the first Croatian Judge at the General Court of the European Union elected in 2013. She is a Full Professor at the Department of International and European Private Law at the Faculty of Law of the University of Rijeka as well as the Head of the Institute of European and Comparative Law at the same Faculty. She has organised a number of international and domestic conferences, authored numerous papers, and authored or edited several books. She is also one of the founders and the Director of the postgraduate specialist programme "Law of European Integration" at the Faculty of Law in Rijeka. During the negotiations for the Croatian accession to the EU, she was appointed Head of the Negotiating Team Working Group for Consumer Protection and Health. She is a long-term active member in the International Law Association and as of 2006 she has served as the President of the Croatian Comparative Law Association.

Prof. **Stefano Zunarelli**, *Zunarelli B&T International Law Firm, (Italy)*

Stefano Zunarelli Zunarelli is one of the most renowned European experts in the field of transportation law, air law and maritime law. He has always been accustomed to international contexts and, aside from teaching at the University of Bologna, as Full Professor of Maritime and Transport Law, he has taught at many foreign universities as visiting Professor. From 1998 to 2004 he was Dean of the Faculty of Law, University of Bologna and from 2007 to 2012 he was the President of Polo Scientifico – Didattico di Ravenna, University of Bologna. He has participated in the work of international organizations of his area of expertise by contributing to the drafting of several international Conventions in the maritime and transportation fields, as well as in several working groups established by the European Commission. In particular he was the representative of the Italian Government in the Juridical Committee of International Maritime Organization (IMO), as well as in Diplomatic Conferences at which several International Conventions were adopted, namely on Nationality of Vessels (1986), Salvage (1989), Liability for Carriage of Passengers by Sea (1990), Liability and Compensation for Damage in Connection with the Carriage of Hazardous and Noxious Substances by Sea (1996) and Limitation of Liability for Maritime Claims (1996). He has also taken active part in the modernization process of the Italian transportation laws in his capacity as advisor to the Italian Ministry of Infrastructures and Transport and as advisor to several regional and local governments. He is the author of numerous publications in the field of maritime and aviation law, transport law, and insurance law. He is in the managing board of the "Rivista del Diritto della Navigazione", of the "Rivista di Diritto del Turismo" and of the review "Diritto dei trasporti". He is director of the review series "Quaderni del corso di perfezionamento di diritto ed economia dei trasporti e della logistica" and co-director of the review series "Diritto e pratica dei trasporti". He is a member of the editorial board of the "Journal of International Maritime Law". He is a member of the Bologna Bar Association.