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The role of arbitration in resolving liability insurance disputes of floating owners

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Abstract
The role of marine insurance in covering the responsibility of the ship owner is very important; Although it is possible that the ship owner undertakes the transportation of goods and is also considered a carrier, but the responsibilities of the ship owner as the sole owner of the ship include things that are separate from the title of carrier. In addition to being responsible for their own actions and mistakes, ship owners are responsible for the operations of the commander in the contracts he concludes in connection with his duties, and are also responsible for the operations of the ship's crew and the owner's authorized agents. The owners of the vessels can issue a letter of responsibility. Usually, the terms of arbitration are included in the terms of the insurance policy. Although the handling of heavy losses in the insurance industry is not much different from the handling of damage estimates in other insurances, but the judicial proceeding is time-consuming and costly in order to comply with the strict legal procedures according to the procedural rules, generally, prolonging the proceedings is not compatible with the conditions of the victims. And the insurance companies are not interested in resolving their disputes with the insurers through the judicial system due to advertising and customer-oriented issues and good reputation and professional reputation, so referring to arbitration can be effective for resolving the disputes of both groups.
Keywords: *arbitration, insurance arbitration, liability insurance of floating owners*

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I. Introduction

In parallel with the growth and development of laws related to international environmental law among developed and developing countries, regardless of our country's accession or not to international environmental conventions, responsible and leading organizations in the field of domestic environmental law in order to implement Preventive, precautionary and compensation policies and principles have been developed and approved in the domestic regulations of the country (Kajima, 2023).

Among the most important laws of this type are the responsibilities assigned to the owners of the vessels in the area of pollution of the vessels in the waters under the sovereignty of the Islamic Republic of Iran in the waters of the Persian Gulf, the Oman Sea and the Caspian Sea. Although it is possible that the ship owner undertakes to carry and transport goods and is also considered a transport operator, but the responsibilities of the ship owner as the sole owner of the ship include things that are separate from the title of the transport operator, that is, it is possible The transport operator should be the lessee of the ship, not the owner of the ship (Seta, 2023).

Article 66 of Iran's Maritime Law stipulates that "the ship owner is personally responsible for his actions, commitments, faults and errors, as well as the operations of the commander and the contracts he concludes while performing his duties. The ship owner is also responsible for the operations of the ship's crew and virtual agents." who have been appointed by him to serve on the ship." Article 74 of the Futh Law also stipulates: "In the event that the lessee of the ship has personally taken over the cost of the employees, groceries, the management of the ship and seafaring affairs, he is the owner of the ship in terms of the responsibilities related to the ship owner." Therefore, if the lessee of the ship has personally taken over the cost of the staff, food, administration of the ship and seafaring affairs, he is only the ship owner in terms of the responsibility related to the ship owner. Owners of all types of fishing vessels, oil tankers, passenger and commercial vessels, etc., are always faced with various risks during cargo and passenger transportation operations, including drowning, oil and toxic substance leakage, discharge of materials and cargo, and pollution caused by collisions and the like. And in this regard, despite the fact that they must comply with the minimum safety standards and classification rules for vessels, they are required to compensate for the losses and damages caused by pollution (Power, 2020). Due to the variety of incidents, concerns about property in front of risks and legal responsibilities of ship owners in front of others, different standard conditions (clauses) have been

prepared by the Institute of Insurers in London, which famous insurers have used these clauses in providing insurance coverage. which is needed by ship owners (Gotsoliak, 2021).

In general, any dispute between the insurer and the policyholder, especially from a technical point of view, is done through agreement and compromise in the first stage. The parties to the contract, especially the insurer, are not interested in filing a lawsuit in court, because firstly, the proceedings are long, and secondly, the professional reputation and good reputation of the insurance company may be damaged. If the parties' disagreement and disagreement regarding the inclusion or exclusion of the contract or the amount of damage cannot be resolved through compromise, the matter will be referred to arbitration. The advantage of arbitration is that, firstly, it is far from cumbersome administrative procedures and is inexpensive.

Secondly, arbitrators are often selected from among people with technical opinions and retired managers or working specialists in insurance matters and the subject of dispute between the parties. Therefore, in this research, the responsibility of the ship owner, its insurance coverage and the role of arbitration in resolving the insurance disputes of the floating owner are examined (Delfino, 2019).

II. Responsibility of the ship owner

According to the maritime law of England, the ship owner must send the ship to the agreed port or, if the contract is silent, to the usual place of loading. In case the ship is leased, the ship owner must inform the charterer that the ship is ready to load. When the anchorage specified in the contract is announced to the ship owner, Avik, on the other hand, has no right to change it and, if necessary, is obliged to pay all the necessary fees for the tugboat rental to keep the ship at the specified anchorage. These tugs are needed to keep the ship in bad weather. If the owner of the ship does not inform the lessee that the ship is ready for loading, and because of this, there is a delay in loading, the lessee is not responsible; Because the tenant is not obligated to come in search of the ship (Vorob et al., 2017).

In order to delay the start of the trip, it is necessary to pay attention to paragraph 1 of Article 42 of the Marine Insurance Law of England, which stipulates: "When the subject of insurance is insured by an insurance policy in the form of "at Vaz" or "from a special place", it is not necessary to When the insurance contract is concluded, the ship is in the same designated place; However, in this regard, there is an implicit condition that the trip must start within a reasonable period of time, and if the trip does not start within this period, the insurer can terminate the contract. The result of the delay in starting the trip may be that the type of risk desired by the parties changes and, in fact, the risk is no longer the same risk that the parties intended to determine when concluding the contract, for example. It is possible that as a result of the trip being delayed, a summer risk becomes a winter risk, or for other reasons, the risk covered by the insurance contract becomes more severe; In this order, the insurer has the right to exempt himself from responsibility by citing the extreme risk. Based on Clause 2 of Article 42 of the Marine Insurance Act of England, approved in 1906, "by proving that the delay occurred as a result of circumstances that the insurer was aware of before concluding the contract, the implied condition can be rejected." Therefore, Clause 2 of Article 42, at the same time, has a restrictive nature and cannot be applied in every case.

Therefore, while only an insurance policy is issued for the carriage of goods, the commencement of the insurance must begin within a reasonable period of time after the acceptance of the insurer's commitment, otherwise the insurer will have the right to cancel the policy. Of course, the above rule also has an exception, and it is in the field of goods under general insurance policy, where the beginning of the risk can be done at any time during the duration of the contract, and it depends on the policyholder's behavior.

Therefore, the concepts of "in" and "in and from" contained in the above article are explained in paragraphs 2, 3 and 4 of the rules of interpretation of the insurance policy attached to the aforementioned law as follows:

"from:" when the insured item is insured from a certain place, the risk (responsibility of the insurer) until the ship; If the insured trip does not start, it will not start.

" -In and from": when a ship is insured with the condition "in and from" a certain place, and when the contract is concluded, the ship is in a safe state (health) in the said place, the risk (the liability of the insurer) will start immediately.

But if the ship is not in the mentioned place when the contract is concluded, the risk (the liability of the insurer) will start as soon as the ship arrives at the mentioned place in a safe (healthy) state, and if the insurance policy does not stipulate otherwise that the ship is for If a specific time after arrival is covered by another insurance policy, it will not affect the contract. The beginning of the risk, when the insured item is insured "from" a certain place, is also covered by the contract in another way, and this is another exception to paragraph 1 of the above article, which does not consider the assumption of a reasonable period of time (paragraph 4 of the aforementioned law). According to this clause, when the goods or other movable property are insured under the condition "from the time of loading to the ship", the insurer's obligation will not begin until the goods or movable property are actually placed on the ship's deck, and the insurer will be responsible

for the risks. The place of goods from the shore to the ship will not be responsible. The insurer's obligation begins as soon as the goods are placed on the deck, without any delay, regardless of whether the ship is moving or not.

The responsibility of the ship owner is not only limited to the goods, but any damage caused to other ships, their cargoes, people's lives, and up to the port policy due to his fault and negligence or his employees, such as the crew and captain, etc. It will be sent. One of the major cases of responsibility of ship owners is ship collision, which in its general sense is the collision of the ship with any other floating device, including ships and navigational aids such as lighthouses, as well as the collision of ships with non-floating assets of the port. It is referred to as the docks. But from the point of view of maritime law - where the collision of ships is one of its main topics - collision means the collision of two ships with each other. In the laws of England, a collision includes the collision of the hull of two ships, or the collision of the hull of one ship with other tools and equipment of another ship, or the collision of the tools and equipment of two ships with each other. The entry of the ship into the wharf and port and its collision with the wharf is not considered an accident.

Chapter 10 of Iran's maritime law is related to collision at sea, which Article 164 of that law stipulates: "If the collision is a result of the fault of one of the ships, compensation for the damage is the responsibility of the party that committed the fault."

The amount of responsibility of each ship is determined according to the percentage of its fault in the occurrence of the collision; However, if there are no reasons to determine the degree of fault of the ships on the side of the collision, according to Article 165 of the above-mentioned law, the responsibility is divided equally between them; Therefore, no ship will be obliged to compensate more than its responsibility. But according to Clause C of Article 165 of the above law, if the collision leads to casualties, in this case, the guilty ships are obliged to compensate for the damage; But anyone who pays more than their responsibility for the damage can refer to them for the fault of others in the accident. The damages caused as a result of the sinking of a ship due to an accident are considered to be damages caused by maritime hazards, and in the meantime, it is not important that one of the causes that led to the damage is overloading by one of the parties; If the ship is lost as a result of carelessness in towing it to the port, this loss is considered to be caused by maritime perils.

When the owner of a ship, as a result of legal proceedings, is found responsible for the payment of damages to another ship as a result of injuries caused to it due to a collision with another insured ship, these losses, as far as the insured ship is concerned, cannot be covered by the insurance policy. That ship is considered to be the damage caused by maritime hazards. Also, when a collision occurs without the presence of waves, storms, or other maritime disturbances - which contribute to the occurrence of an accident - the damages resulting from this collision are not considered as damages caused by maritime hazards. Article 335 of the Civil Code stipulates about ship collision: "In case of a collision between two ships... the responsibility is directed to the party whose collision was caused as a result of his intentional negligence, and if both parties are at fault, both parties will be responsible." According to this article, responsibility is based on fault; that a person does not intend to harm another person, but as a result of negligence and carelessness causes harm to him, that is, unintentional fault (musamaha) not intentional fault that a person intends to harm another person. Article 164 of the Maritime Law and 339 of the Islamic Penal Code stipulates: "And if one of them is guilty, only the guarantor is guilty." Ward confirms the above.

Article 335 of the Civil Code, in the case of the collision of two ships, assuming that both sides are at fault, regardless of the severity and weakness of the errors, considers both responsible and is not the main cause and tends to equality of causes. In Article 335 of the Civil Code, not only the forms of collision are not addressed, but also there is no ruling on how to distribute the damage between the two sides of the accident. The basis of responsibility is also the concept of inefficiency and fault, and it does not fit with the necessities of machine life. Of course, just from this interpretation, according to the theory of risk, it can be said: the responsibility of the ship owner is based on the theory of risk; Because in any case, the owner of the ship is responsible for the damage caused to others. On the assumption that both ships are at fault in the collision, the insurers of the hull of each ship should independently compensate the damages of the other ship according to the level of responsibility of the ship under their cover, and unlike the owners of the ships, clearing the amount of damages and paying the possible surplus in It is not the case of insurers.

Iran's maritime law, in paragraph A of Article 165, deals with the issue of proportionality of damages and the division of responsibility between two ships that are both at fault in causing the collision, and stipulates: "A: If two or more ships are at fault Therefore, the responsibility of each of the ships is proportional to the importance of the fault committed by that ship; Therefore, if it is not possible to determine the importance of fault with evidence and evidence, or if the fault of the parties seems to be the same, then the parties will be equally responsible. In this regard, it is better to refer to the judgment of the court which was issued by the third branch of the Tehran Public Court on 12/09/1382 under case number 790, 791 and 79, headed by Dr. Mansoor Pournuri; In this way, Mr. A is demanding 85,250 kilograms of edible tamarind against the oil company; The expert comments that the oil tanker should have kept its speed and course constant and did not change its course, and in case of any change of course, according to Article 34 of the International Regulations for the

Prevention of Maritime Accidents approved in 1972, such an action should be taken. in sufficient time and with certainty of a positive result and in order to avoid the collision, not that the ship that was in the Close Quarter Situation and the oil tanker is at fault, regardless of the above regulations, leaving the collision situation 8, 17 and 34 of the aforementioned regulations and with its inappropriate, late and insufficient measures, it has created a conflict situation; Therefore, the oil tanker is 75% and Mr. A's ship is 25% guilty, and based on articles 162, 165, 172 and 194 of the Iranian Maritime Law, approved in 1343, and articles 18, 17 and 34 of the above-mentioned international regulations, the verdict sentencing the oil tanker company to The payment of 262.500 US dollars and the amount of 18.131.0000 Rials in damages is issued to Mr. A. and since the date of the collision, 06/09/1379 and the date of filing a claim by the tanker company, was subject to the passage of time stipulated in Article 170 of the Iranian Maritime Law. And based on paragraph 11 of article 84 of the civil procedure law, the order of non-hearing of the lawsuit is issued and since both ships are guilty of causing damage to the owner of the transported goods, the verdict is sentencing the oil company and Mr. A to hand over 85,250 kilograms of edible tamarind to The proportion of 75% of Naftkash Company and 25% of Mr. A is issued.

Article 163 of Iran's maritime law also lists the cases in which the ships will not be responsible for compensation for the damage caused by the collision, which include:

-Collisions caused by unexpected events such as severe, unpredictable storms. - The collision caused by coercive force, for example, related to war. - The collision is due to an unknown and questionable cause.

In addition, according to Article 166 of the aforementioned law, the provisions of the responsibilities stipulated in the articles related to the collision of ships in the Iranian Maritime Law are current in cases where the collision occurs due to the error of the guide; The one where the use of the guide is legally required. As usual, the London insurance market covers the liability caused by the collision of ships due to a special article called Running Down / Collision Clause. Marbouz covers the damage related to the opposite ship, its cargo, the cost to the good, the lost benefit, the share of the general damage and the cost of rescue up to the amount of the damage; Other types of damage and the rest of the damage. The aforementioned are insured by clubs known as support and compensation associations; The said Clause in America fully covers all liability.

It should be noted that collision should not be confused with collision, because a severe collision between two ships or a ship with other objects is subject to collision, but such as a ship moving into a dock, breakwater, floating guide, harbor walls, or other fixed and moving objects. Other than the collision of the ship, this collision is not called, but has the title of collision (contact).

The liability covered by the insurance, according to the collision condition, is a legal liability and does not include contractual liability, therefore, if a contract for cooperation is concluded between the owner of the insured ship and another ship, and due to the negligence of the operators of the insured ship, this ship If the party to the contract collides and causes damage, it will not be subject to the condition of collision, as previously stated, responsibility in insurance means legal responsibility, which legal responsibility may be contractual or legal.

III. Legal responsibilities of vessels

Before dealing with domestic laws related to sea pollution and its relationship with vessels and liability insurance, it is necessary to remember that the International Convention on Marine Pollution in 1973 created a treaty called the International Convention for the Prevention of Pollution from Ships (Marpol). 73) (Delfino, 2019.(

This convention is considered the most complex and complete international treaty to protect the marine environment against pollution caused by ships. The final goal of the Marpol Convention is to completely eliminate intentional pollution of the marine environment and control unintentional pollution (caused by accidents) by ships and fixed and floating platforms (Seta, 2017). As of April 6, 2007, a total of 143 countries have become members of this convention, and Iran's government became a member of the MARPOL Convention and its Annexes I and II on December 6, 2007. Also, the first domestic law related to the prevention of oil pollution caused by the activity of vessels is the Law on the Protection of the Sea and Border Rivers approved in 1354, and the second law in this regard is the Law on Approving Amendments to the Annexes to the International Convention for the Prevention of Pollution from Ships in 1973. (Marpol 1973/78) approved in 1380 and its subsequent additions and amendments.

Considering the above points, so far in the internal laws of the country, due to the importance of the issue, 5 laws have been directly or indirectly addressed and approved regarding the issue of pollution of vessels:

3-1. The law on the protection of navigable seas and rivers against oil pollution (approved by the Islamic Council on 6/17/89):

According to this law, ships and oil tankers that are healthy or damaged or sunk or are sinking, as well as vessels that are being built, repaired, scrapped, or broken up, are known as polluting sources and must be evacuated. or the leakage of oil or oil materials from them in any way causes the responsibility of the ship

owner, they are responsible for obtaining an insurance policy.
Article 6 of the aforementioned law explicitly reads:
"All ships, oil tankers and vessels are required to be insured when entering the waters subject to this law against possible damages caused by the pollution of the waters with petroleum substances."
Also, according to Article 17 of this law, the beneficiary and the claimant of damages are the public prosecutor or one of the organizations of ports and maritime, environmental protection and fisheries of Iran, which follow up and take action on matters related to compensation for damages caused to other persons or national resources.

Following the approval of this law, its Executive Regulation No. 127826/T 48770 H dated 16/7/92 was approved by the honorable Board of Ministers, and it also determined the maximum commitment of the liability insurance or financial commitment that can be presented by the owners of the floating Based on the gross capacity of each vessel, it has emphasized the necessity of providing a liability insurance policy for vessels or a financial commitment letter.

The Ports and Maritime Organization also issued circular No. 6454/p/94 dated 9/3/94 to the Environmental Protection Organization, Central Insurance, insurance companies, classification institutions, the Iranian Ship Owners Union and the Union of Cargo and Passenger Maritime Cooperative Companies. The country has emphasized the validity of this regulation.

3-2 .Liability insurance policy of vessel owners against third parties:

This insurance policy covers the liability of the owner of the vessel against third parties (life and financial), but in relation to the risk of pollution according to clause 280 of the ship insurance policy, which is offered by insurance companies and in the framework of international standards, paragraph 7 It covers the "pollution risk" of the float (Wroob et al., 2017).

3-3 .Pollution hazard:

This insurance covers the damage caused by damage or damage to the ship caused by the actions of government authorities (within the limits of the powers given to them) and in order to prevent or reduce the risk of pollution or limit it, if it is caused by damage that is caused to The ship entered and the aforementioned damage is the responsibility of the insurer will be compensated provided that the action of the government authorities in this regard is not due to neglect or negligence in the performance of the duty of the insured, ship owners or ship managers in the matter of preventing or reducing the risk of pollution or limiting it. The master, officers, staff or guides of the ship, even if they are part owners of the ship, are not considered owners according to the provisions of this clause. This insurance policy can have an obligation limit in two parts (for each incident - during the duration of the insurance policy) or a fixed obligation limit (for each incident and during the duration of the insurance policy) for the insurance period of one year (Gotsuliak, 2021).

3-4 . Convention on the Extradition of Encumbrances (Nairobi 2007);
Providing safe waterways for ship traffic is one of the most important duties of port and coastal countries. The existence of any obstacle or the wreckage of sunken ships in the path of other vessels is considered a potential risk for shipping and safe navigation and can create a lot of costs and obligations for governments, ship owners and other persons (Delfino, 2019).
Since the government of the Islamic Republic of Iran has acceded to the 2007 Nairobi International Convention according to the resolution dated 12/3/89 of the Islamic Council and according to the requirement of Article 12 of the aforementioned convention to provide a valid liability insurance policy or valid financial guarantees regarding the liability of swimmers. Wrecks, obtaining and providing this type of insurance is required by the Ports and Shipping Organization in Circular No. 7243/p/94 dated 3/17/94.
Wreck, according to the definitions in article one of the 2007 Nairobi Convention (Definitions), is defined as follows:
a. A sunken or grounded vessel, or:
b. Any part or piece of a sunken or grounded vessel, including all parts on the vessel, or:
c. Any missing part of a vessel sunk, grounded or abandoned at sea, or:
d. A vessel that is likely or reasonably expected to sink or aground and an accurate assessment cannot be made to assist the vessel or its assets at risk.
Also, the term "removal" is defined as follows:
"Any action aimed at preventing, reducing or eliminating the risk of a foreclosure is called "externalization". Exclusive Economic Zone (E.E.Z) of a member state designated under international law, if the member state has not designated such a zone, an area beyond or adjacent to the territorial sea of that state designated by said state under international law and exceeding 200 A nautical mile does not extend from the baselines from which the breadth of the territorial sea is measured.

In this regard, insurance policies must be issued by insurance companies or P&I 2 clubs that have been approved by the Ports and Maritime Organization.

Considering that for the usual coverage of vessels, salvage costs are provided for the vessel itself and for the benefit of the owner (beneficiary), the above insurance coverage is different and is a kind of preventive and precautionary measure to reduce the risks and consequent environmental pollution for the seas and aquatics and third parties are considered.

Currently, the Central Insurance Agency of J.A. has announced the permission to issue insurance policies for damages related to the Convention on the Export of Collateral (Nairobi) up to 10,000,000 dollars from the authorized insurance companies.

3-3 Fishing vessel liability insurance:

According to Article 43 of the Executive Regulations of the Law on the Conservation and Exploitation of Aquatic Resources and the note below, the Iranian Fisheries Organization has made it mandatory for the owners of fishing boats to provide a liability insurance policy for the issuance of fishing licenses, and according to the legal provisions, obtaining "insurance" A valid letter of responsibility in front of employees and third parties for fishing vessels has been made mandatory.

This type of insurance also compensates for all types of liability for fishing vessels, especially in the financial damages section, the issue of decontamination of damaged property of third parties caused by the incidents covered by the insurance, and the costs of cleaning, removal, and transportation are also included and covered. Gives.

The conditions of this type of insurance policy were approved by the Supreme Council of Insurance in the meeting dated 17/9/89 and are now being presented by insurance companies.

One of the most important points of contradiction or defect in the coverage of this type of insurance is the exclusion of damage to the environment in paragraph 5-8 of the insurance policy exceptions, in this regard, the amendment and revision of the compliance type of coverage with the insurance policy exceptions and establishment A more comprehensive coverage seems necessary to preserve the aquatic environment against the risk of pollution caused by the operation of fishing vessels.

IV. Disputes between the insurer and the insured

The basis for dealing with disputes between the insurer and the insured is the Fimabin contract, which includes the general conditions of the insurance policy and the specific conditions of the insurance policy, and its compliance with the laws and approvals of the Supreme Insurance Council, which governs the conditions of the issued insurance policies. In the general conditions contained in most of the insurance policies, it is mentioned that the principal can be the savior of the policyholders (losers) against the one-sided conditions of the concluded insurance contracts in the way of evaluating and analyzing the damages. This principle accepted by the insurance industry, which is derived from an institution called Adjuster in the Common Law legal system, corresponds to the concept of arbitration according to the seventh chapter of the Civil Procedure Code, which has been approved by the legislator under the title "Arbitration."

Although the wording in the insurance policies does not explicitly address the subject of arbitration, the introduction of an expert by each of the parties has no inference other than the subject of arbitration on domestic legal grounds, considering the one-sidedness of the conditions and regulations for the assessment of insurance losses, the complexity of the conditions of the issued insurance policies and The importance of speeding up the summation and payment of damages for the injured has caused the use of arbitration institutions in the insurance industry to become particularly important.

4-1 .Arbitration in insurance contracts

By carefully choosing arbitrators who are proficient in arbitration and expert matters and setting up specialized insurance arbitration agreements (contracts), it is possible to achieve a fair result in the minimum time and with the least cost, while reducing the time of the hearing by observing the framework of justice and fairness and the provisions of the concluded insurance contracts. did Due to the increase in the number of insurance damage assessment experts and insurance damage assessment companies over the past years, it is suggested that while concluding an insurance contract, the parties to the contract, the insurer and the policyholder, should choose one of the damage assessment companies or the damage assessment person as The arbitrator should specify the will of the parties in the insurance contracts.

Arbitration, in addition to legal claims, is also very important in insurance. Insurers always protect their property against various natural and intentional damages by purchasing different types of insurance policies. In some intentional damages, the insurance company refuses to pay the damages. Therefore, the insured can refer to the court to get damages from the insurance company. Considering that going to court is expensive and takes a lot of time. Going to arbitration is done faster and costs less than going to court, and also if the insured goes to

court, the credit of the insurance company is questioned. Therefore, choosing a third party to resolve the dispute between the policyholder and the insurer is the best way to resolve the dispute between the parties.

Usually, the terms of arbitration are included in the terms of the insurance policy. If the parties agree. The matter is referred to a single arbitrator, otherwise each of the parties to the dispute chooses a back arbitrator to deal with the matter of the dispute jointly. At this stage, if the dispute is not resolved or the arbitrators do not have a common opinion on a certain point, a chief arbitrator is selected to deal with the matter and the decision of the arbitrators is communicated to the parties for implementation.

Each of the parties to the contract pays the arbitrator's fee, and the referee's fee is divided between the parties. Whenever one of the parties or both parties do not choose and introduce their arbitrator within a certain period of time, or if they do not reach an agreement on the selection of the chief arbitrator, it is expected that a competent authority, such as the Chamber of Commerce, will decide on the selection of the arbitrator or chief arbitrator.

Therefore, the arbitrator first studies the documents and documents of the policyholder and after reviewing the documents and documents, he visits the place of loss and examines the defenses of the policyholder and the insurer and investigates the dispute between the two parties by organizing arbitration sessions. Finally, the referee's decision is issued.

V. Conclusion

Ship owners, in addition to being responsible for their own actions and mistakes, are also responsible for the operations of the captain in the contracts he concludes in connection with his duties, and are also responsible for the operations of the ship's crew and the owner's authorized agents. Also, if the lessee of the ship has personally taken over the cost of the staff, food and administration of the ship and seafaring affairs, he is the ship owner only in terms of the responsibility related to the ship owner.

According to Iran's maritime law, the ship owner must send the ship to the agreed port or, if the contract is silent, to the place of loading; As a result of the delay in the beginning of the trip, it may cause the type of risk to change and the risk is no longer the same risk that the parties intended to determine when concluding the contract, in which case the insurer can cancel the contract and be exempted from responsibility; Unless the delay has occurred as a result of circumstances that the insurer was aware of before concluding the contract

One of the main cases of responsibility of the ship owners is the collision of ships, according to the maritime law of Iran, if two ships collide, the amount of responsibility related to each ship will be determined according to the percentage of its fault in the collision, and if it is possible to determine the amount of fault of the ships If there is no party to the collision, the responsibility is divided equally between them; However, anyone who pays for the damage beyond their responsibility can refer to them for the fault of others in the accident. Article 335 A.H. M. In assuming the collision of two ships, Iran considers them both responsible, regardless of the severity and weakness of the errors, and does not seek to find the main cause, and tends to equality of causes. Also, in the above article, not only the forms of the collision were not paid, but it also did not rule on how to distribute the damages between the parties.

As it was said, the responsibility of the crew and the captain of the ship also belongs to the owner of the ship. In this case, we are faced with the term intentional or aggravated crime, which includes all the wrong actions of the sailors and the captain of the ship against the interests of the ship, which are done without the knowledge and consent of the ship owner. And the most common ones are smuggling, violation of international and domestic laws, deviating from the route and intentionally sinking the ship; If the captain of the ship commits an intentional crime by engaging in smuggling, the insurer is responsible for compensating the damage caused; Of course, if the owner of the ship, i.e. the insurer, commits a gross fault in such a way that he could have prevented the intentional crimes of the captain and the crew of the ship, but did not do so, the insurer will not be responsible for compensation. The owner of the ship is responsible for the damages caused to any person on the ship or near the ship who subsequently lost his life or was injured or fell ill; The ship owner can insure the above cases in the support and compensation associations, and the aforementioned associations are considered specialized ship insurance companies and were created by the ship owners to cover the risks that are not insured in the normal marine insurance markets. cover and act as a kind of third party insurance; The most important coverages of this association include liability to sailors, relatives of the crew or people who have boarded the ship other than passengers, liability to passengers and third parties, hidden passengers, rerouting costs, liability resulting from collisions, etc. .. Is.

Although the existing laws of the country pay attention to a part of the insurance requirements in the environmental field, but considering the wide scope of environmental damage and its effects and consequences in the land, sea and air areas, it is necessary to have more interaction. and communication between "Environmental Protection Organization" and "National Insurance Industry" should be established, insurance companies, apart from their social responsibility (C.S.R.) to implement the issue of pollution reduction and

environmental issue, and the existing platform and capacity in the environmental laws and the National Environmental Fund can provide the basis for the formation of the "Specialized Working Group of Environmental Insurance" and thus insurance companies with incentive insurance plans play a role to be effective.

Although the Supreme Council of Insurance in most of the general terms and conditions of insurance policies has provided for the referral of disputes to arbitration, but in most cases the policy holder is free to refer to the arbitration institution and the judicial authority, which is often due to the discretion of the arbitration institution and the lack of confidence in the outcome. Being an arbitration process, disputes are pursued through judicial authorities. Therefore, it is appropriate to revise the general conditions of such insurance policies regarding the optionality of the arbitration institution.

The studies conducted indicate that there are many capacities in resolving disputes between insurers and insurers that have not been used. The most important shortcoming of arbitration in the insurance industry is that there is no impartial institution and structure that is outside the body of the supervisory body, which helps the insurer and the insured in choosing competent and impartial arbitrators and removes the suspicion of bias in the issuance of the arbitration verdict. Disagree the minds of the parties. This situation causes increasing doubt in the competence of arbitrators, doubt in the authenticity of the issued votes and ultimately weakens the arbitration institution in the insurance industry.

For this reason, referring to the court to appoint an arbitrator or resolve insurance disputes is increasing, and sometimes it has caused a delay in asserting the rights of the insured or issuing unfair judicial decisions against the insured. In order to correct this trend, the institutions and institutions of the insurance industry must attach special importance to the role of the arbitration institution in the insurance industry and take action to strengthen it so that by increasing the trust of the insurer and the insured in this institution, the dispute between them can be resolved in a fair manner. And refer to judicial authorities as little as possible.

Obviously, in this field, different ways should be considered for small and personal insurers and large and commercial insurers. For example: 1- The establishment of the arbitration chamber of the insurance industry as an arbitration authority and the introduction of expert and trusted arbitrators, 2- Designation of the agreed arbitrator or arbitration authority when issuing and in special conditions of the insurance policy, 3- Compiling the regulations on how to handle the complaints of the insured. In the central insurance, 4- the activation of the insurers' syndicate in dealing with the complaints of the policyholders and 5- the use of the arbitration department of the Chamber of Commerce is one of the ways that can be used to overcome the bottleneck of the dispute between the insurer and the insurer without referring to the judicial authorities. Facilitated the generalization of insurance.

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