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**PHÂN TÍCH RỦI RO BẢO HIỂM THÂN TÀU VÀ MÁY MÓC (H&M) VÀ  
BẢO HIỂM TRÁCH NHIỆM DÂN SỰ (P&I): TRƯỜNG HỢP TÀU MSC ELSA 3 BỊ  
CHÌM NGOÀI KHƠI KERALA NĂM 2025 VÀ ĐỀ XUẤT BÀI HỌC VỀ  
VẬN CHUYỂN HÀNG HÓA NGUY HIỂM TRÊN BIỂN**

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**Tóm tắt**

Trong bối cảnh hoạt động hàng hải ngày càng phức tạp và rủi ro gia tăng, bảo hiểm hàng hải trở nên ngày càng quan trọng. Báo cáo này phân tích việc phân bổ rủi ro theo bảo hiểm Thân tàu và Máy móc (Hull and Machinery - H&M) và Bảo hiểm Trách nhiệm Dân sự (Protection and Indemnity - P&I) thông qua nghiên cứu trường hợp tàu MSC Elsa 3 bị chìm ngoài khơi Kerala, Ấn Độ năm 2025. Thông qua việc phân tích sự cố này, nhóm tác giả sẽ làm rõ bản chất của tranh chấp, sự liên quan đến hàng hóa nguy hiểm, và những hệ

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lực pháp lý và bảo hiểm đối với chủ tàu, công ty bảo hiểm và bên thứ ba. Bằng cách áp dụng các nguyên tắc bảo hiểm hàng hải, công ước quốc tế và khung pháp lý có liên quan, báo cáo nêu bật những thách thức chính trong việc xác định trách nhiệm và giải quyết khiếu nại. Kết quả nghiên cứu nhằm cung cấp những hiểu biết mang tính học thuật về quản lý rủi ro hàng hải và vai trò của bảo hiểm hàng hải trong việc giảm thiểu tổn thất phát sinh từ các tai nạn hàng hải liên quan đến hàng hóa nguy hiểm.

**Từ khoá:** Bảo hiểm Thân tàu và Máy móc (H&M), Bảo hiểm Trách nhiệm Dân sự (P&I), tai nạn hàng hải, hàng hóa nguy hiểm, MSC Elsa 3

**ANALYSIS OF HULL & MACHINERY (H&M) AND PROTECTION &  
INDEMNITY (P&I) INSURANCE RISKS: CASE STUDY OF THE MSC ELSA 3  
SINKING OFF KERALA 2025 AND LESSONS FOR DANGEROUS GOODS  
CARRIAGE AT SEA**

**Abstract**

In the context of growing complexity in maritime operations and risk exposure, the analysis of marine insurance has become more important. This report focuses on the allocation of risks under Hull and Machinery (H&M) and Protection and Indemnity (P&I) insurance through a case study of the MSC Elsa 3 that sunk off the coast of Kerala, India in the year 2025. Through an analysis of this accident, the authors aim to clarify the nature of the dispute, the existence of hazardous material, and the legal and insurance issues involving the shipowners, insurers, and third parties. By applying relevant marine insurance principles, international conventions, and regulatory frameworks, the report highlights significant hurdles during the establishment of liability and claim settlement. The results are an attempt at providing academic insights into the risk management of the sea and the role of maritime insurance in alleviating losses on the occurrence of marine casualties involving dangerous goods.

**Keywords:** Hull and Machinery (H&M) insurance, Protection and Indemnity (P&I) insurance, marine casualties, dangerous goods, MSC Elsa 3

**1. Introduction**

In a context where global trade is increasingly reliant on maritime transport - accounting for over 80% of international trade volume (UNCTAD, 2025) - marine insurance plays a crucial role in protecting finances and maintaining stable supply chains. However, maritime risks are

more complex, not only the instances of collisions or weather conditions, but also the transportation of hazardous products and civil liability, even armed conflict, and poly-layered legal issues that involve a number of parties.

In practice, numerous controversies and serious losses have arisen from risks that were not effectively managed or insurance clauses that were not properly applied. The case of the MSC Elsa 3, which sank off the coast of Kerala (India) in 2025, is a prime example. This incident not only resulted in serious consequences for human lives and property but also raised numerous legal issues, including the declaration of dangerous goods, insurance coverage, liability limits, and potential exclusions.

### ***1.1. Literature review***

Ameen et al (2026) uses legal analysis and secondary data to examine the risks related to hazardous cargo and marine pollution in the sinking of MSC Elsa 3, but focuses mainly on legal issues and does not address maritime insurance implications such as Hull & Machinery (H&M) and Protection & Indemnity (P&I).

Aswin, Biju and Vincent (2025) analyzes risk factors in container shipping and dangerous goods transport, identifying key causes of accidents. However, the research focuses on operational safety and provides limited discussion on insurance risks.

### ***1.2. Research gap***

While the sinking of MSC Elsa 3 has been discussed in several studies, research focusing on its insurance implications remains limited. Most existing studies mainly examine the legal, environmental, or safety aspects of the accident, leaving a gap in understanding how the incident affects insurance liabilities and risk exposure.

Current research lacked deeper insights into insurance mechanisms such as claim allocation, liability coverage, and compensation processes under marine insurance frameworks. A more focused qualitative analysis from the insurance perspective is therefore needed.

### ***1.3. Research objectives***

This study aims to analyze the allocation of risks under Hull and Machinery (H&M) and Protection and Indemnity (P&I) insurance through the case of the *MSC Elsa 3* sinking off the coast of Kerala, India in 2025.

The research focuses on examining how maritime insurance mechanisms address physical damage to the vessel and civil liabilities arising from maritime accidents involving dangerous goods. Based on the case analysis, the study also seeks to draw practical lessons for improving risk management and insurance practices in the carriage of hazardous cargo by sea.

### ***1.4. Research scope and subjects***

**Research subject:** The study examines risk allocation and liability coverage under H&M insurance and P&I insurance in maritime transport.

**Research scope:** The research focuses on the MSC Elsa 3 sinking incident in 2025, analyzing insurance implications related to vessel damage, third-party liability, and hazardous cargo. The study mainly considers international maritime insurance principles, relevant conventions, and insurance practices applied in global shipping.

### ***1.5. Research methodology***

The study applies a qualitative case study approach to analyze insurance risks related to maritime accidents involving dangerous goods. The main methods include:

- Case study analysis: examining the sinking of the MSC Elsa 3 off the coast of Kerala in 2025 as a representative maritime incident.
- Secondary data collection: using academic articles, maritime industry reports, legal documents, and official information related to the incident.
- Legal analysis: reviewing relevant international regulations such as the Marine Insurance Act 1906, IMDG Code, SOLAS, and MARPOL.
- Risk analysis: evaluating insurance risks and liability allocation under Hull & Machinery (H&M) and Protection & Indemnity (P&I) insurance frameworks.

### ***1.6. Expected research results***

This study focuses on the MSC Elsa 3 case study, expanding the analysis to identify prominent risks and potential legal disputes, and to propose solutions to improve the effectiveness of marine insurance in the future. Through this essay, the research team hopes to contribute a comprehensive and practical perspective to improving the effectiveness of insurance in the maritime industry - a field that always demands updating and flexible adaptation to rising challenges.

## **2. Theoretical framework**

### ***2.1. Overview of Marine Insurance***

#### ***2.1.1. Definition of Marine Insurance***

Under the Marine Insurance Act 1906, marine insurance is: "*A contract whereby the insurer undertakes to indemnify the assured, in manner and to the extent thereby agreed, against marine losses, that is to say, the losses incident to marine adventure.*"

This type of insurance plays a central role in distributing risks between parties, ensuring financial security, and maintaining the stability of international supply chains in the context of global trade heavily dependent on maritime transport.

#### ***2.1.2. Objectives and roles of Marine Insurance***

Marine insurance was created to meet the essential need for protecting assets, people, and legal liabilities arising from activities at sea. The key objective of this type of insurance is to compensate the insured for financial losses when an insured event occurs (insured perils), thereby helping them quickly restore their business operations (Kajwang, 2022).

Specific roles of marine insurance include:

- Risk diversification: Instead of bearing the entire loss alone, shipowners and related parties can transfer a large portion of the risk to the insurance company, thereby maintaining financial capacity in case of emergency.
- Protection of property and personnel interests: Hull insurance protects the hull and technical equipment, while P&I insurance protects the legal liability of crew members, passengers, and third parties if damage occurs.
- Maintaining trade and credit: In the supply chain, having adequate insurance is a condition for the conclusion and execution of transport contracts, charter parties, and letters of credit (L/C).
- Building trust and stability in international transactions: Insurance is a key factor in establishing trust between unfamiliar parties in cross-border transactions, especially in high-value goods trade.
- Supporting compliance with international law: Several international conventions and laws require ships to have minimum liability insurance (e.g., LLMC 1996, MARPOL, SOLAS...).

## **2.2. Hull and Machinery Insurance (H&M)**

### *2.2.1. Insured subject matter and scope of coverage*

Hull & Machinery (H&M) insurance provides financial protection against physical damage and loss of ship assets, including the hull, machinery, and equipment. According to the Institute Time Clauses - Hulls (1/10/1983), Hull & Machinery (H&M) insurance protects essential physical assets used in ship operations, including: hull, machinery, boilers, propulsion equipment, and fixed marine equipment on board.

In addition, in some cases, shipowners may request extended insurance (with an additional premium) to include:

- Freight: protection against the risk of loss of income from chartering or transporting goods.
- Reasonable operating expenses of the vessel: such as operating, administrative, crew salaries, and operational expenses (if clearly stated and valued in the contract).

- Collision liability: Covers the legal liability of the shipowner if damage is caused to another vessel or third-party cargo in a collision. Typically, H&M insurance only covers 3/4 of the collision liability and the P&I Clubs are responsible for the "uninsured deductible" of the remaining 1/4. These days, 4/4 of the collision liability is frequently covered by Hull insurance (The Swedish Club, 2019).

H&M Insurance, within the framework of the Institute Time Clauses - Hulls (ITC 1995), not only specifies the insured property but also clarifies the scope of risks covered. These risks are divided into two main groups:

- **Risks not subject to the "reasonable diligence" condition**, including Natural disasters on the sea, rivers, lakes, or other waters; Fires not caused by negligence; Robbery or theft by persons not on the crew; Jettison of cargo to save the ship; Piracy; Collision with transport vehicles, docks, port equipment; Earthquakes, volcanoes, lightning strikes; Accidents during loading, unloading, or transfer of cargo/fuel.
- **Risks requiring proof of "reasonable negligence" condition**, including Boiler explosion, shaft breakage, or internal damage to machinery and hull structure; Negligence of the captain, officers, crew, or pilot; Fault by the repairer/charterer (if not the insured); Internal sabotage by the crew (if not caused by the insured); Collision with aircraft or falling objects from the air.

### 2.2.2. *Indemnity mechanism and applicable principles*

H&M insurance contracts operate on the principle of "*Compensation that reflects actual losses.*" When an incident occurs, the insured is responsible for early notification, cooperating with the surveyor, and taking measures to mitigate losses.

- Losses determination
  - Partial Loss: Repair and replacement costs are compensated according to the specified depreciation rate and deductible.
  - Actual Total Loss or Constructive Total Loss: When restoration costs exceed the market value of the vessel, full compensation is provided.
- Principles of deduction and exemption: A certain deductible will be applied to each incident to share the risk between the parties. In the event of a collision with another vessel, H&M's insurer is only responsible for 3/4 of the total collision liability costs. The remainder is typically covered by supplemental P&I insurance.

## 2.3. *Shipowners' Protection & Indemnity (P&I) Insurance*

### 2.3.1. *Insured interests and scope of liability*

Protection & Indemnity (P&I) insurance is a specialized type of insurance offered by P&I Clubs, designed to protect shipowners against civil liability arising outside the scope of Hull and Marine insurance (H&M). This is a mutual insurance system where shipowners who are members also own the insurance club.

#### *2.3.1.1. P&I Insurance covers*

##### **(1) Liability caused by the ship itself:**

- Civil liability in collisions with any objects other than water
- Civil liability for shipwrecks: the shipowner is responsible for the shipwreck when the ship sinks (marking, salvaging the ship)
- Civil liability for pollution risks: related to the ship discharging oil or toxic substances into the surrounding environment

##### **(2) Civil liability to persons:**

- Crew members
- Passengers
- Other third parties (captain, employees, etc.)

##### **(3) Liability for cargo carried:**

- Shortage of cargo delivered
- Due to the ship being unseaworthy
- The shipowner's commercial core (e.g., improper loading)
- Due to leakage/contamination from other cargo
- Theft while in the shipowner's custody
- Through this scope, P&I acts as the main cargo shield, helping the shipowner maintain operational capability when risks arise unforeseen risks.

#### *2.3.1.2. Scope of P&I Insurance liability*

##### **(1) Basic risks:**

- Human risks: Liability for crew members, passengers, and third parties: death, injury, medical expenses, repatriation, and burial.
- Cargo risks: Damage, loss, incorrect or delayed delivery, causing loss to the cargo owner.
- Environmental Pollution: Liability arising from oil spills, chemical leaks, causing damage to the community or the marine environment.
- Collisions and Third-party Property: Collisions between ships, damage to ports, buoys, and fixed floating assets.

- Legal & Advocacy costs: Reimbursement of lawyer, advocacy, and arbitration costs when the ship owner has to defend their rights in civil disputes.

**(2) Special risks and commonly encountered disputes:**

- Freight, Ordinance, and Penalties: Loss of freight due to damaged or rejected cargo; Liability due to misdelivery of cargo, breach of contract, penalties due to operational errors. These risks are usually excluded from P&I insurance unless there is an additional agreement.
- Strike risk: Strikes by sailors or port workers causing disruption to voyages. Included in the exclusions in most P&I Clubs unless war insurance or special insurance is purchased.

**(3) War risks:**

Loss due to hostile acts, war, civil war, revolution, terrorism, capture by military forces, including attacks by drones, rockets, or politically motivated piracy. Insurance method: War risks are excluded in regular P&I insurance but may be insured through:

- War Risks Insurance (Hull War Cover) - Hull protection.
- P&I War Risks Extension - offered by P&I Clubs at separate fees

**(4) Extended risks:**

P&I Clubs may provide additional coverage through addendums/extension agreements:

- Liability under charter party.
- Liability due to wrongful seizure or detention of the vessel.
- Costs of incident management and inspection at the same time.
- Liability in special zones (sanctioned zones).

*2.3.2. Principles and conditions of indemnity*

The compensation principles in P&I insurance adhere to the "indemnity" mechanism - meaning compensation is paid for actual and legitimate losses, not for insurance fraud.

To receive compensation, the shipowner must:

- Notify the P&I Club of the loss promptly and completely.
- Provide relevant evidence and documentation and cooperate in the investigation.
- Comply with the regulations of international conventions and safe maritime operations rules.
- Commit to not concealing information, violating the law, or violating the club's regulations.

In addition, some compensation cases will apply a deductible - an amount that the shipowner must bear before the insurance company pays the remaining amount.

## **2.4. Stakeholders, Rights and Obligations in H&M and P&I Insurance**

Within the framework of Hull & Machinery (H&M) and Protection & Indemnity (P&I) insurance, many parties participate and are simultaneously governed by the insurance contract, international conventions, national laws, and marine insurance business rules. Clearly defining the rights and obligations of each party is the basis for risk allocation, loss handling, and dispute resolution, especially in serious incidents such as the MSC Elsa 3 sinking off Kerala in 2025.

### **2.4.1. Shipowner**

The shipowner is the legal owner of the vessel and direct signatory of the H&M insurance contract as well as a member of the P&I Club. In many situations, the shipowner does not directly operate the vessel but entrusts it to an operator or charterer.

#### **Rights of the shipowner:**

- To claim compensation from H&M Insurance for material damage to the hull and machinery within the agreed-upon coverage.
- To claim insurance and reimbursement from P&I Club for civil liability arising from maritime operations.
- To receive legal support, advice, and representation during claims and litigation according to P&I Club rules.

#### **Obligations of the shipowner:**

- To fulfill the obligation of truthful and complete declaration when concluding the insurance contract (duty of utmost good faith).
- To notify the insurance company and/or P&I Club when an incident, loss, or third-party claim occurs.
- To cooperate with investigations, provide documentation, and take reasonable measures to limit and mitigate losses.

### **2.4.2. Operator/Charterer**

The operator or charterer may not be the shipowner but is directly responsible for the operation, maneuvering, and commercial exploitation of the vessel.

#### **Rights:**

Within the scope of the charter contract and insurance agreement, they may be entitled to liability insurance through the shipowner's P&I or private insurance.

#### **Obligations:**

- To comply with the terms of the charter contract, maritime law, and safety regulations, especially regarding the carriage of dangerous goods.

- To cooperate with the shipowner and P&I Club in the event of an incident, providing information related.

#### 2.4.3. *H&M Insurance Company (Hull & Machinery Insurer)*

H&M Insurance Company provides physical damage insurance for the hull and machinery under terms such as ITC - Hulls.

##### **Rights:**

- Collect insurance premiums and apply exclusion clauses and deductibles as per the contract.
- Deny or limit indemnity in case of losses arising from breaches of insurance conditions, especially breaches of seaworthiness obligations.

##### **Obligations:**

- To compensate for losses within the scope of insurance.
- To cooperate with surveyors and shipowners in determining the cause and extent of losses.

#### 2.4.4. *P&I Club*

The P&I Club is a mutual insurance organization that provides civil liability insurance to shipowners on a non-profit basis.

##### **Rights:**

- Collect membership fees (calls) and require members to comply with the P&I Rules.
- Refuse insurance for liabilities arising outside the scope of insurance or due to intentional acts or serious breaches of obligations by the shipowner.

##### **Obligations:**

- To indemnify or provide financial security for insured liabilities
- To offer legal support and appoint P&I correspondents at ports to assist in handling incidents and claims.

#### 2.4.5. *Other Stakeholders*

**Ship agents:** assist with port procedures, liaise with the P&I Club and relevant authorities; are not liable for insurance unless there is a separate breach of contract.

**Cargo owners and shippers:** have the right to claim compensation for cargo losses; and are obligated to accurately declare the nature of the cargo, especially dangerous goods.

**Government agencies and port authorities:** enforce laws, investigate maritime accidents, and require financial guarantees for pollution and maritime safety.

### 2.5. *Relevant laws and International treaties*

Marine insurance, particularly Hull & Machinery (H&M) and Protection & Indemnity (P&I) insurance, is governed by national laws, traditional insurance statutes, and the system of international conventions. Identifying the correct applicable law is crucial in assessing the scope of coverage, liability limits, and legal obligations of the parties in the event of a major loss.

#### *2.5.1. Marine Insurance Act 1906 (UK) and Insurance Act 2015*

The UK's Marine Insurance Act 1906 (MIA 1906) is the legal foundation of marine insurance, especially through the standard insurance terms of the London market. The core principles of MIA 1906 include:

- The principle of utmost good faith - MIA 1906, s. 17.
- The requirement for an insurable interest - s. 5.
- The burden of proof that the loss is within the scope of insurance.
- Subrogation mechanism - s. 79.
- Distinguishing between partial loss and total loss - ss. 56-70.

However, MIA 1906 was developed in the context of early 20th-century commerce, thus revealing many limitations when applied to modern marine insurance. Therefore, the Insurance Act 2015 (effective from August 12, 2016 in the UK) was enacted to reform and modernize insurance law, with the following key innovations:

- Replacing the obligation of utmost good faith with the obligation of fair presentation of the risk before the contract (Duty of Fair Presentation of the Risk).
- Reforming sanctions in cases of breach of the obligation to declare, towards flexibility and proportionality.
- Clarifying the legal consequences of bad faith conduct by the insured.

The Insurance Act 2015 does not completely repeal MIA 1906 but has supplementary, parallel effects applicable to commercial insurance contracts concluded after the effective date of the law, unless the parties agree otherwise.

#### *2.5.2. Relevant International Conventions: LLMC 1996, CLC 1992, SOLAS, MARPOL*

Besides insurance law, the legal liability of shipowners and the scope of P&I insurance are also strongly influenced by international conventions, notably including:

- **LLMC 1996** (Convention on Limitation of Liability for Maritime Claims): Establishes a framework to limit the financial liability of shipowners for certain types of maritime claims (property damage, casualties, salvage costs, etc.).
- **CLC 1992** (International Convention on Civil Liability for Oil Pollution Damage): Regulates the civil liability of shipowners for oil pollution, imposing mandatory

insurance requirements, insurance certificates, and liability limits based on vessel tonnage.

- **SOLAS 1974** (International Convention for the Safety of Life at Sea): A foundational convention on the safety of life at sea, establishing mandatory standards for ship construction, safety equipment, fire safety, crew training, and certification. Violations of SOLAS can have serious consequences for insurability, particularly under H&M insurance.
- **MARPOL** (International Convention for the Prevention of Pollution from Ships): A comprehensive convention on the prevention of pollution from ships, including oil, chemical, toxic, and litter pollution. MARPOL violations often result in environmental liability claims, under P&I insurance coverage but may be excluded if there is intentional or aggravating violation.

### *2.5.3. Regulations in the Vietnamese Maritime Law and Practical Application*

The Vietnamese Maritime Law of 2015 (effective from July 1, 2017) is the highest legal document regulating maritime activities in Vietnam. Some regulations directly related to maritime insurance include:

- **Articles 310-314:** Regulations on civil liability insurance for shipowners, including the obligation to purchase mandatory insurance against oil pollution risks under the 1992 Convention on the Law of the Sea (CLC).
- **Articles 150-160:** Regulations on contracts for the carriage of goods by sea, the carrier's obligations regarding cargo safety, information disclosure, and compensation liability.
- **Article 226:** Liability for compensation for damages in the event of a ship collision, applying the principle of fault allocation.

In practice, the application of international conventions in Vietnam depends on the status of accession and domestication. Vietnam joined the CLC in 1992 but not the LLMC in 1996; therefore, the shipowner's liability limitation regime is still mainly applied according to the provisions of the Vietnamese Maritime Law. Vietnamese shipping companies usually purchase insurance through domestic insurance companies or through international P&I Clubs, especially for international shipping contracts.

### *2.6. Regulations on the Transport of Dangerous Goods*

The transport of dangerous goods by sea is a specialized field with a very high level of risk, not only to the ship, crew, and other cargo, but also seriously affecting the marine environment and international maritime safety. Therefore, this activity is subject to strict regulation by international regulations such as the International Maritime Dangerous Goods

Code (IMDG Code), the SOLAS 1974 Convention, along with related insurance clauses in H&M and P&I to control and distribute risk.

#### *2.5.1. Classification of Dangerous Goods according to the IMDG Code*

The IMDG Code (International Maritime Dangerous Goods Code), issued by the International Maritime Organization (IMO), is a comprehensive set of rules governing the classification, packing, labeling, loading, unloading, and transport of dangerous goods by sea. According to the IMDG Code (Amendment 41-22), dangerous goods are classified into nine main groups:

- Group 1: Explosives
- Group 2: Gases - including compressed gases, liquefied gases, flammable or toxic gases
- Group 3: Flammable liquids
- Group 4: Flammable solids, spontaneous combustion or hazardous reactions with water
- Group 5: Organic oxidizers and peroxides
- Group 6: Toxic and infectious substances
- Group 7: Radioactive substances
- Group 8: Corrosive substances
- Group 9: Miscellaneous dangerous substances

Each dangerous item is assigned a UN Number, along with strict requirements for packaging, handling, containment and incident handling. Failure to comply with the classification and technical requirements of the IMDG Code is a common cause of serious maritime accidents in practice.

#### *2.5.2. Responsibility for Declaration and Risk Management*

According to the IMDG Code and the SOLAS Convention (Regulation VII/3), the shipper has primary responsibility for:

- Accurately declaring the name of the dangerous goods, classification group, UN Number, physical and chemical characteristics, and emergency handling instructions.
- Packaging, labeling, marking, and sealing the goods according to the standards applicable to each type of dangerous goods.
- Providing all relevant documents such as MSDS (Material Safety Data Sheet), IMDG declaration, and special transport permits (if any).
- False, incomplete, or deliberate concealment of information regarding the nature of dangerous goods is considered a serious violation, potentially leading to severe legal

consequences, including: refusal of insurance compensation, substantial civil liability, and in some cases, criminal liability.

According to the IMDG Code, freight forwarders and shippers are responsible for ensuring the accuracy and completeness of declared information, while shipowners are obligated to verify documents, arrange for safe cargo loading, and implement appropriate risk management measures.

### *2.6.3. Risks Arising and Liability Allocation Between Shipowners and Shippers*

Maritime transport practice shows that many serious accidents involving dangerous goods (such as the MSC Flaminia fires and explosions in 2012 or the X-Press Pearl fires in 2021) stem from false declarations or improper loading. Typical risks include:

- Fires and explosions in cargo holds due to spontaneous combustion or chemical reactions.
- Leaks of hazardous chemicals endanger crew members and other cargo.
- Corrosion of the ship's structure or damage to surrounding cargo.
- Widespread marine environmental pollution.

The shipowner is responsible for verifying the validity of cargo documents, ensuring the ship is seaworthy, organizing safe cargo handling, and training crew members on incident handling procedures. Conversely, the shipper has a significant legal obligation to declare truthfully, accurately, and fully comply with the IMDG Code. The specific allocation of responsibilities between the parties is determined based on the transport contract (bill of lading, charter party) and applicable maritime law regulations.

### *2.5.4. Impact on the Scope and Validity of H&M and P&I Insurance*

The transport of hazardous goods directly affects the validity and scope of insurance coverage for H&M and P&I contracts.

- **For H&M (Hull & Machinery) insurance:** If physical damage to the hull and machinery arises from misdeclared, improperly loaded, or unloaded dangerous goods, H&M insurance may apply exclusion or reduction clauses due to gross negligence or breach of seaworthiness obligations (according to ITC - Hulls).
- **For P&I insurance:** P&I Clubs may refuse to compensate for third-party civil liability (fire, pollution, other cargo damage) if the loss arises from a violation of the IMDG Code, dishonesty in declaration, or intentional acts by a member. According to the rules of many P&I Clubs (e.g., UK P&I Club - Rule 5: Exclusions), gross violations of international regulations on dangerous goods are grounds for insurance exclusion.

Thus, risk management in the transport of dangerous goods plays a central role in maintaining the validity of H&M and P&I insurance. Failure to fully comply with the IMDG Code, SOLAS, and related declaration obligations can lead to serious legal consequences, even the complete loss of insurance coverage for the shipowner.

### **3. Analysis of the Incident and Legal issues arising from the MSC Elsa 3 Casualty**

#### ***3.1. Overview of the maritime incident***

##### *3.1.1. General information on the Vessel MSC Elsa 3*

- Name: MSC Elsa 3 (IMO 9123221, MMSI 636016814)
- Vessel type: Container ship
- Flag: Liberia
- Year built: 1997 (28 years old at the time of sinking)
- Dimensions: Length: 183.91 m; Beam: 25.3 m; Deadweight: 22,994 DWT
- Operator: Mediterranean Shipping Company S.A. (MSC)
- Route: From Vizhinjam International Seaport to Cochin Port, India
- Cargo: 640 containers, including 13 containers of hazardous goods, of which 12 contained calcium carbide - a highly water-reactive substance. In addition, it carried 84.44 tons of diesel fuel and 367.1 tons of furnace oil.

##### *3.1.2. Sequence of the incident*

- Time: May 24-25, 2025
- Location: 14.6 to 15 nautical miles off the coast near Alappuzha district of Kerala, India
- Incident:
  - On May 24, MSC Elsa 3 experienced a severe 26-degree list to port. A distress signal was sent; 21 crew members were rescued by the Indian Coast Guard. The remaining 3 crew members (the captain, chief engineer, and second engineer) stayed on board to assist with rescue operations.
  - Early on May 25, the vessel capsized completely and sank. The last three crew members were rescued by the Indian Navy ship INS Sujata.

##### *3.1.3. Preliminary cause and suspected factors*

- Preliminary cause: Failure in its ballast management system, leading to water ingress and loss of stability
- Suspected factors:
  - An internal power failure that rendered control systems inoperative.
  - Dangerous cargo may have been improperly stowed.
  - The vessel's old age (28 years) may have affected its structural safety.

#### *3.1.4. Losses and consequences*

- Material losses:
  - The vessel sank completely, with the loss of all 640 containers, with over 100 containers falling into the Arabian Sea.
  - 61 containers drifted ashore.
- Environmental risks:
  - The ship was carrying 84.44 tons of diesel oil and 367.1 tons of fuel oil.
  - There is a risk of oil leakage and chemical reactions between calcium carbide and seawater, potentially causing fires or explosions.
- Social impacts:
  - The Kerala government declared the sinking of MSC Elsa 3 "a state-specific disaster" and issued a public alert.
  - Fishing was banned within a 20-nautical-mile radius of the wreck site.
  - Emergency response forces were mobilized for rescue operations, coastal cleanup, and pollution control.

### **3.2. Related insurance contracts**

#### *3.2.1. H&M Insurance contract*

- Insured: Owner of vessel MSC Elsa 3 (Mediterranean Shipping Company S.A.)
- Insurer: International H&M insurance consortium
- Scope of insurance:
  - Physical damage to the hull and machinery caused by sinking, collision, fire, explosion
  - Salvage, towage, and other expenses incurred to mitigate losses
- Notable points:
  - The contract includes a Constructive Total Loss (CTL) clause with an indemnity threshold of over 75%
  - Exclusion of liability in case the accident is caused by internal technical management failure (e.g. blackout due to non-compliance with maintenance procedures)

#### *3.2.2. P&I Insurance contract*

- Insured: Owner of vessel MSC Elsa 3 (Mediterranean Shipping Company S.A.)
- Insurer: UK P&I Club
- Scope of cover:
  - Losses arising from legal liability to third parties (crew, cargo, environment)

- Damage caused by marine pollution, handling of hazardous chemicals, oil spills
- Costs of rescuing casualties and expenses for handling drifting cargo
- Notable point: Improper stowage of dangerous goods may lead to disputes over compensation and coverage.

### **3.3. Liability and compensation disputes**

#### *3.3.1. Disputes over declaration and inspection obligations of dangerous goods*

International regulations (SOLAS Chapter VII, the IMDG Code and MARPOL) impose strict requirements on the classification, packaging, labeling and full declaration of dangerous goods before they are loaded on board. The IMDG Code clearly stipulates that the shipper has a “strict obligation” to accurately declare and fully document all dangerous goods, and that such goods must be “properly declared” in the transport documents. According to an industry report by Maritime Mutual (2021), in many incidents the shipowner is unaware that dangerous goods are being carried because the information provided by the shipper is incorrect or, in some cases, deliberately misdeclared.

Misdeclaration, incorrect weight declaration, or incomplete documentation can all give rise to significant liability disputes. In the MSC ELSA 3 incident, the Indian Directorate General of Shipping (DGS) required a comprehensive review of the cargo documentation, including packing lists and stowage plans, in order to “assess the possibility of misdeclaration of dangerous goods.” Under the IMDG Code and P&I Club rules, the shipper bears primary responsibility for dangerous goods misdeclaration, and P&I Clubs as well as marine insurers are entitled to seek recourse against the shipper if a breach of this obligation causes damage to the vessel. This means that, if it is established that hazardous cargo was not properly declared in accordance with regulations, the cargo interests may be held directly liable for compensation, and the insurer (P&I Club) may exercise rights of recovery against the shipper. Conversely, if deficiencies are found in the vessel’s or port’s inspection procedures, the shipowner and its insurers may argue contributory fault. The core legal dispute therefore lies in the allocation of responsibility among the shipowner, the shipper and the port authorities for verifying and ensuring that dangerous goods are correctly declared. To mitigate such risks, shipping lines and insurers recommend cross-checking shipping documents.

#### *3.3.2. Conflicts in determining liability among stakeholders*

The sinking of MSC ELSA 3 has given rise to liability disputes at multiple levels. First, the Government of Kerala (India) filed a lawsuit against MSC S.A. - the operator of ELSA 3, seeking compensation for environmental and economic damage with a total claim amount of approximately INR 9,531 crore (equivalent to about USD 1.1 billion). Indian authorities

alleged that the accident resulted from technical failures, inadequate maintenance, or improper stowage of cargo, thereby considering MSC to be the principal party responsible for remedying the consequences. To secure enforcement, the court ordered the arrest of another MSC vessel, MSC Polo II, when it called at Vizhinjam Port, in order to compel MSC to provide financial security. In parallel, several cargo interests (shippers, mainly exporting companies) who suffered cargo losses also initiated claims against MSC.

Through these proceedings, material liability for damage to cargo and the environment is being apportioned among at least three groups: (i) the shipowner/operator (MSC), who bears the primary legal responsibility; (ii) the cargo interests, who seek compensation from the shipowner; and (iii) the local authorities, who require the shipowner to bear the full cost of environmental remediation and response measures.

From an insurance perspective, liability is also divided by type of cover. The vessel's Hull & Machinery (H&M) insurance responds to physical damage to the hull and machinery (in the case of ELSA 3, potentially as a Constructive Total Loss - CTL). In contrast, Protection & Indemnity (P&I) insurance covers third-party liabilities, including pollution damage, loss of or damage to cargo, and crew-related claims. Under international maritime law, cargo owners are generally required to insure their own goods; if uninsured, they can obtain compensation only by proving fault on the part of the shipowner.

In addition, the mechanism of General Average may also apply. If declared, all parties involved - the shipowner and the remaining cargo interests on board must contribute proportionally to the costs of salvage and the common sacrifice. This means that, even if MSC bears primary responsibility, other cargo owners (including those whose cargo was not damaged) may still be required to contribute through General Average. Conversely, if the casualty is attributed to the shipowner's fault, the shipowner may lose the right to claim independent contributions for particular losses from other parties.

### *3.3.3. Challenges in claims settlement under H&M and P&I Insurance*

In marine casualties, both Hull & Machinery (H&M) insurance and Protection & Indemnity (P&I) insurance may refuse to indemnify if specific exclusions or breaches of contractual and legal obligations are established. The most common grounds for denial in practice include the following:

#### ***Wilful misconduct or fraud of the insured***

If the loss results from the intentional wrongful act of the shipowner or the insured (wilful misconduct), the insurer is entitled to reject the claim. Under English marine insurance law, insurers are not liable for any loss caused by the deliberate acts of the insured. Accordingly, if

it were proven that the sinking of MSC ELSA 3 was caused intentionally or through fraudulent conduct, H&M insurers would have legal grounds to deny indemnity.

### ***Unseaworthiness attributable to the shipowner***

H&M insurers may refuse payment if the casualty results from the vessel's unseaworthiness and the shipowner knew or ought to have known of such a condition but allowed the vessel to sail. Under English law, where the insured sends a vessel to sea in an unseaworthy state with knowledge of that condition, the insurer is discharged from liability for losses caused thereby.

### ***Application of policy exclusions***

H&M policies contain express exclusions for certain categories of risk, such as ordinary wear and tear, machinery breakdown due to inherent vice, delay, and losses caused by war, strikes, or terrorism (unless separately insured under Institute War & Strikes Clauses). If the proximate cause of the sinking falls within an excluded peril, the insurer is entitled to reject the claim.

### ***Breach of the duty of disclosure and notification***

Both H&M and P&I insurance require the assured to comply with strict duties of disclosure and prompt notification. Under the principle of utmost good faith, all material facts affecting the risk must be fully and accurately disclosed to insurers. Failure to report material circumstances, delays in notifying the casualty, or concealment of relevant information may entitle insurers to avoid the policy or deny the claim. In P&I insurance in particular, timely notification of casualties, detentions, and regulatory deficiencies is a condition precedent to cover. If the shipowner fails to notify the P&I Club of serious safety deficiencies, PSC detentions, or incidents that may give rise to third-party liabilities, the Club may lawfully decline to provide cover.

### ***Specific exclusions under P&I Rules***

P&I insurance covers third-party liabilities, but not losses that are the shipowner's own property losses (which fall under H&M) or liabilities arising from illegal acts, carriage of prohibited cargoes, payment of fines of a punitive nature, or participation in unlawful activities. War risks and certain sanctions-related exposures are also excluded unless separately insured. Moreover, P&I Rules commonly require compliance with flag state and international safety regulations; failure to maintain valid statutory certificates, manning standards, or safety management systems may lead to denial of cover for resulting claims.

## ***3.4. Analysis of legal issues and practical consequences***

### ***3.4.1. In H&M insurance contracts***

According to the Kerala State Disaster Management Authority (SDMA), on May 25, 2025, the container vessel MSC Elsa 3 suffered a serious accident off the coast of Kerala under gale-force winds and rough seas while carrying approximately 640 containers, including 12 containers of Calcium Carbide ( $\text{CaC}_2$ ) and 13 containers of unidentified “dangerous goods.” The vessel was declared a total loss, causing major disruption to maritime operations and posing significant environmental and safety risks. The Issue Brief by Greenpeace highlighted that Calcium Carbide is highly hazardous because it reacts with water to produce Acetylene gas ( $\text{C}_2\text{H}_2$ ), a flammable and explosive substance, creating a high risk of fire or explosion in rough sea conditions and in the presence of potential ignition sources. The reaction also generates Calcium Hydroxide ( $\text{Ca}(\text{OH})_2$ ), which can increase seawater pH and threaten marine ecosystems, particularly coral reefs and chemically sensitive species. These risks were further intensified by the presence of 13 containers of unidentified dangerous goods, increasing uncertainty and amplifying the overall risk profile of the incident.

This factual context raises serious legal concerns regarding compliance with the duty of utmost good faith under Section 17 of the English Marine Insurance Act 1906 (MIA 1906). Calcium Carbide is classified as dangerous goods under the International Maritime Dangerous Goods (IMDG) Code, and reports from international maritime media and local port authorities suggest that cargo declarations may not have been fully or accurately made, particularly regarding IMDG classification, Packing Group, and Technical Data Sheets (TDS). Under marine insurance law, the duty of utmost good faith requires full disclosure of all material facts relevant to the insurer’s risk assessment. Any non-disclosure or misrepresentation of the hazardous nature of the cargo therefore constitutes a material breach of this duty, directly affecting Hull & Machinery (H&M) insurance underwriting decisions.

From the H&M insurer’s perspective, Section 17 of the MIA 1906 allows the insurer to avoid the contract or refuse indemnification where material non-disclosure is established. In the MSC Elsa 3 case, the insurer may argue that accurate disclosure of the Calcium Carbide and unidentified dangerous goods would have altered the underwriting decision or resulted in higher premiums or exclusions. For the shipowner or shipper, breaching this duty results in the loss of insurance protection for hull and machinery damage, including salvage or replacement costs. As the vessel was a total loss, the financial impact could be substantial. More broadly, the case demonstrates that transparent declaration of dangerous goods is a foundational requirement of marine insurance, and failure to comply undermines both legal coverage under the MIA 1906 and effective risk management in maritime transport.

#### *3.4.2. In P&I insurance contracts*

The accident involving MSC Elsa 3 raised complex legal issues under the Protection & Indemnity (P&I) insurance regime due to large-scale marine pollution and its severe environmental and economic impacts on Kerala's coastal communities. According to The Issue Brief by Greenpeace, in addition to containers of dangerous chemicals falling overboard, the sinking released approximately 84.44 tons of diesel and 367.1 tons of furnace oil. While diesel disperses relatively quickly on the sea surface, furnace oil is heavy and persistent, adhering to marine organisms, damaging coral reefs, and causing long-term coastal pollution. Such contamination threatens ecological balance and leads to fishing bans and serious income losses for local fishermen.

By late June 2025, international media reported that at least 61 containers had washed ashore along the Kerala coastline, together with large quantities of plastic pellets and hazardous materials. More than 105,000 fishing households were affected as fishing grounds were contaminated, seafood prices declined, and marine mammals such as dolphins and whales were found dead, allegedly due to plastic ingestion. In response, the Kerala state government initiated legal proceedings against MSC before a local maritime court, claiming approximately 9.5 billion Rupee (around 110 million USD) for environmental damage, cleanup costs, property loss, and economic harm. To secure these claims, the court ordered the arrest of two other MSC vessels at Vizhinjam port and required a security deposit equal to the claimed amount.

The vessel was insured under a P&I policy issued by Steamship Mutual, a member of the International Group of P&I Clubs, covering third-party liabilities such as pollution response, environmental remediation, compensation to affected fishermen, and wreck removal. P&I insurers typically seek to limit liability under the Convention on Limitation of Liability for Maritime Claims 1996 (LLMC 1996). As the incident occurred within India's Exclusive Economic Zone, and India is a party to the Convention, the Indian Merchant Shipping Act 1958 allows shipowners and insurers to invoke statutory liability limits. Based on Articles 2 and 6-7 of the LLMC 1996, the liability limit for MSC Elsa 3, with a gross tonnage of approximately 16,799 GT, is estimated at around 1.25 billion Rupee, while the loss of limitation under Article 4 for intentional or reckless conduct is narrowly interpreted under Indian law.

Nevertheless, a key legal distinction arises because claims for pollution damage and environmental remediation may fall outside the scope of limitation under LLMC 1996, depending on national law. Consequently, while liability for ordinary property damage may be capped, the Kerala government's primary pollution-related claims, amounting to approximately 8.6 billion Rupee, are likely non-limitable. The MSC Elsa 3 case therefore illustrates both the protective function and the inherent limits of P&I insurance, demonstrating

that the classification of environmental damage is decisive for achieving effective compensation in major marine pollution incidents

### ***3.5. Summary of prominent insurance risks from the incident***

#### *3.5.1. Physical risks to the vessel*

The most direct risk arising from the MSC Elsa 3 incident was the total physical loss of the vessel's hull and machinery. After losing stability, reportedly due to issues related to improperly secured dangerous goods, the ship listed rapidly and sank, making salvage or repair technically and economically impossible. The vessel was therefore treated as a constructive total loss, giving rise to a claim for the full insured value under the Hull & Machinery policy. However, this right remains subject to investigation, as compensation may be restricted or denied if the loss is attributed to preventable technical failures, inadequate maintenance, or breaches of safety and seaworthiness obligations.

#### *3.5.2. Civil liability risks to third parties*

A second major risk concerns the shipowner's civil liability to third parties, primarily covered under P&I insurance. The sinking released hazardous cargo and fuel into the sea, causing extensive pollution near Kerala and exposing the shipowner to substantial liabilities for pollution response, environmental remediation, and compensation for damage to natural resources. Additional liabilities include fines for environmental violations, compensation for injured or deceased crew members, and claims from third parties affected by toxic exposure. Damage to other vessels, port infrastructure, or coastal property, as well as wreck removal costs, further increase the financial burden under the P&I regime.

#### *3.5.3. Risks in supply chain management and maritime safety supervision*

The MSC Elsa 3 case also highlights systemic risks within the maritime supply chain. Inaccurate or incomplete declaration of dangerous goods, whether through error or concealment, can result in improper stowage and significantly increase the risk of fire, explosion, or chemical leakage, potentially invalidating insurance coverage due to breaches of the duty of utmost good faith. Weak cargo inspection at ports, insufficient crew training, poor maintenance of onboard safety systems, and inadequate coordination between shipowners, insurers, and port authorities further reduce the effectiveness of prevention and emergency response. Together, these shortcomings amplify losses and insurance exposure in complex maritime incidents involving dangerous cargo.

## **4. Lesson learned and recommendations for the carriage of dangerous goods by sea**

### ***4.1. Lessons in risk management for dangerous goods transportation***

#### *4.1.1. Strengthening cargo inspection and security measures*

One of the main reasons was the release of dangerous goods into the marine environment following the vessel's sinking, underscoring the critical importance of strict control over cargo classification, chemical properties, risk levels, and stowage conditions. Under the International Maritime Dangerous Goods (IMDG) Code, all dangerous goods carried by sea must be accurately classified, packaged, labeled, and fully declared to ensure the safety of the vessel, crew, and marine environment (IMO, 2021).

In practice, however, in the cargo verification stage, as some shippers misdeclare cargo or fail to provide complete information, leading to improper stowage or proximity to incompatible materials. To address this, shipping companies and ports must strengthen inspection and verification procedures at the cargo reception stage as the first and most critical line of defense. This includes deploying advanced inspection technologies such as X-ray scanners and chemical detection sensors to identify false declarations, omissions, or deliberate concealment. In parallel, port personnel and crew should be trained in IMDG-based identification and handling of dangerous goods so they can recognize abnormal packaging or labeling. Finally, implementing a strict penalty regime for intentional misdeclaration.

#### *4.1.2. Enhancing coordination among operational stakeholders*

The MSC Elsa 3 case also shows that fragmented information and poor coordination among operational stakeholders can delay emergency response, prolong pollution, and complicate damage assessment. In the transport of dangerous goods, even minor communication failures can result in severe consequences for property, human life, and the environment. Accordingly, a coordinated framework should be established among shipowners, charterers, ports, regulators, and insurers through a shared information system on dangerous goods, enabling access to accurate and timely data on cargo characteristics, stowage plans, and preventive measures.

Moreover, transport and insurance contracts should clearly define obligations relating to information sharing and coordination during emergencies. As noted by Gard (2023), an effective legal and operational model should allow all relevant parties to participate in risk assessment, voyage monitoring, and incident response on a unified basis. This approach helps reduce response delays, prevent disputes over responsibility, and enhance loss prevention from an early stage.

#### *4.1.3. Improving internal risk monitoring and alert systems*

Finally, shipowners must establish robust internal risk monitoring, early warning, and emergency response systems. Encountering severe weather or navigational risks, radar, communication, and forecasting systems must function as early warning tools to support timely

route adjustments or requests for assistance, as it is clearly illustrated in the MSC Elsa 3 incident

Shipowners should develop detailed response plans tailored for dangerous goods situations, for example leakage, fire, collision, and sinking, with clearly defined responsibilities and communication channels among people. These plans should be regularly tested through drills to evaluate effectiveness, improve crew preparedness, and identify procedural weaknesses. In addition, investment in real-time tracking, voyage monitoring, cargo condition monitoring, and automated alert systems is necessary to ensure rapid and effective intervention to minimize losses to life, property, and the environment.

## ***4.2. Recommendations for the carriage of dangerous goods by sea***

### *4.2.1. Recommendations for shipowners:*

Shipowners need to strengthen risk management when transporting hazardous goods. First, it is necessary to strictly adhere to the IMDG Code, especially verifying the accuracy of cargo declarations, arranging loading and unloading, and properly separating hazardous goods.

Furthermore, shipowners should enhance crew training on hazardous goods handling procedures, fire prevention and control, and chemical incident response. They should also strengthen the ship's safety management system according to the International Safety Management Code standards, especially in ballast management, ship stability control, and monitoring the ship's technical condition.

In addition, shipowners need to review and maintain adequate H&M and P&I insurance coverage, ensuring that risks related to hazardous goods, environmental pollution, and salvage costs are fully included in the insurance contracts.

### *4.2.2. Recommendations for underwriters*

Underwriters should require shippers to fully and truthfully declare hazardous goods according to the International Maritime Organization IMDG Code, and include clear clauses in contracts regarding the refusal of compensation or cancellation of insurance in case of false declarations. This regulation helps increase transparency in cargo declarations and minimizes risks arising from the uncontrolled transportation of hazardous goods.

In addition, insurance companies need to design specialized insurance clauses for hazardous cargo, including risks such as chemical fires and explosions, environmental pollution, and the cost of handling hazardous materials after accidents. This will ensure full compensation in the event of incidents involving hazardous goods in maritime transport.

Furthermore, Hull & Machinery (H&M) and Protection and Indemnity (P&I) contracts should include extended clauses specifically for hazardous goods to limit liability disputes

arising from exclusion clauses in insurance contracts. This helps clarify the scope of liability of the parties when losses related to dangerous goods occur.

Finally, considering the adoption of international mechanisms such as the HNS Convention 2010 (Hazardous and Noxious Substances) - which establishes a two-tier compensation system for dangerous goods accidents: the first tier is covered by the shipowner's mandatory insurance (limited by vessel tonnage, potentially up to approximately 115 million SDR for packed cargo), and the second tier is covered by the HNS Fund contributed by companies importing dangerous goods (total fund up to 250 million SDR, approximately 380 million USD). Adopting such frameworks would ensure adequate financial protection and promote stronger insurance awareness among stakeholders.

## **5. Conclusion**

In the context of globalization, marine insurance is important in protecting stakeholders in the maritime supply chain. Insurance types such as H&M and P&I not only provide financial support in the event of losses but also serve as a legal mechanism for regulating liability and allocating risks transparently and fairly. However, the sinking of the MSC ELSA 3 off the coast of Kerala clearly demonstrates the challenges that remain in current insurance practices, particularly in situations involving improper cargo declarations and the carriage of hazardous goods.

Analysis of the incident reveals that risks stem not only from natural or technical factors, but also from human error, a lack of transparency in cargo declarations, and ineffective coordination among shipowners, charterers, port authorities, and insurance companies. Legal consequences such as the possibility of claim denial, limitations on liability under international conventions, and disputes between insurers clearly demonstrate the complexity of handling maritime loss situations involving hazardous elements. With the modernization and digitalization of maritime transport, perfecting contract terms, updating the legal framework to reflect risk realities, and strengthening early warning systems and independent inspections are essential. Simultaneously, the role of insurance organizations such as P&I Clubs needs to be more strongly promoted in guiding, supervising, and regulating the professional conduct of their members. Improving risk management capabilities, especially in the transport of dangerous goods, will not only help minimize material losses but also contribute to maintaining the stability of the global maritime transport market.

By combining legal analysis with practical developments, this essay contributes to clarifying the important role of marine insurance in protecting legitimate rights and stabilizing international trade. It also demonstrates the necessity of approaching legal issues not only from

a theoretical perspective but also within a practical context, in order to propose appropriate and feasible solutions.

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