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# **"Insurance Coverage for Environmental Pollution Damage"**

Preparation

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### **Introduction :-**

The insurance in human life and in the legal field plays two complementary roles. First, it ensures the presence of a reliable person who is affected by the danger from obtaining adequate compensation for reparation or need; He is exercising his activity or his life in general because he is aware that there are those who are guaranteed if he is wrong during the exercise of the activity or who cares for him if he is hated in his body or in his life in general.

Therefore, the importance of insurance has emerged and explained the reason for its rapid spread in all areas of life so quickly, which was the reason for this tremendous increase in insurance companies.

One of the areas in which insurance plays an influential role is the environmental field and the pollution it may cause, which causes a great deal of damage to people who have no fault. In this area, it has reached the point where the insurance solution in many locations is liable; In the objective responsibility that is based on that the injured person should be compensated for the harmful act that he suffered as a result of a certain activity without the requirement of error, those involved in this theory were enthusiastic about existing insurance systems, which can cover these damages through a premium committed by the responsible for this activity compensation by the amount of insurance.

It is in the interest of the injured person to have recourse to the insured as the best guarantee, in addition to the fact that this system is in the interest of the insured (responsible for the damage) lies in securing it from recourse to liability, and if this system is known to insure responsibility, which is intended to ensure The insured against the return that may be suffered by third parties because of what has suffered this other harm that the

insured is responsible for compensation. The purpose of liability insurance is to compensate the damage to the financial liability of the insured as this debt is burdened with debt of responsibility. This has led some to call this insurance debt insurance where it aims to cover the increase that may affect the negative component of the financial liability of the insured (1).

If this type of insurance is in danger not in the injury to the injured but compensates for the financial damage caused to the insured as a result of the return of the injured party to compensation, there is another type of insurance is insurance of things and the purpose is to compensate the insured for damage to his financial liability. Directly any compensation for damages incurred by the property owned by him.

There are many examples of this, including insurance against fire, and against theft. This insurance usually has only two parties, the insured and the insured, but in insurance from liability there are three persons who are insured, insured, and injured by the act of the insured.

This type of insurance is subject to the objective division of insurance which is the insurance of damages where it is subject to the principle of compensation is compensatory insurance when compared to the other type of insurance is the insurance of persons and the subject of the insured person and the purpose of protecting him from the risks that may threaten him in his presence, health or safety, Compensatory insurance. And that the damage to the risk of the insured, is no more than an insurer and not an element in it.

And talk about the insurance coverage of environmental pollution damage requires a statement of liability insurance in general and then indicate the degree of damage of pollution for insurance and then the statement of the stages leading to the conclusion of the insurance contract as well as exposure to some insurance insurance systems and detail it as follows.

#### **First: Insurance against liability:**

This type of insurance covers the damage caused to the financial person as a result of civil liability, which establishes a debt owed by the debtor (the insured). This type of insurance is characterized by the necessity of having a third party in the contract. The injured person

assesses the liability of the contractor. In liability insurance, the contractor is not a third party, but the third party is entitled to damage because of his action. This results in two aspects of liability insurance: the insured's guarantee to the contractor by his contract, which is deferred against the claim of the injured party. And at the same time guaranteeing the injured person to provide him with a debt that is very rare and thus guaranteeing that he will receive compensation. The right of the insured will not arise in the amount of insurance as soon as the accident leads to his liability, but the injured person must be asked amicably or legally. Refer to the insured with the guarantee.

This type of insurance covers civil liability only and does not extend to criminal liability even for its financial results as a fine. In the initial scope, the results of liability for fraud are not guaranteed.

The legislator may impose liability insurance and become compulsory. There is no option for the contractor to wish the legislator to ensure that the injured person is compensated. This imposition in both Egypt and France shows compulsory insurance of civil liability arising from car accidents. Cars as well as the magnitude and height of the amounts judged as compensation for the damage caused by these accidents caused the legislator to impose car accident insurance.

The insured shall remain a guarantor of the damages caused by the liability as long as the insurance contract is valid until the agreed period of time has expired.

The insurance is divided from the liability in view of the risks to which the contractor is exposed in terms of its ability or lack of insurance ability to specific insurance and absolute insurance. Liability insurance is specific if it is assigned to the insurer to insure the liability risks that result from the loss of a certain item (insurance of the tenant from responsibility before the owner for the fire of the house rented). Or the responsibility for the accidents that affect the insured persons. In this type, the liability is limited and therefore it is easy to determine the resulting damages and determine the amount of insurance due as compensation whether it is determined permanently (as the value of the thing that has been lost) or determine the limit (As the subject

of insurance, persons who have been exposed to some accidents) determines the amount of compensation to which they are expected to receive the maximum liability.

Liability insurance is absolute when the warranty extends to all types of liability that may be incurred by the contractor because of certain irregularities or persons who are not designated, such as liability insurance arising from car accidents, the liability is not specified and can not be estimated in advance. The employer shall not be liable in the event of strict liability, but shall extend his obligation to cover the effects of liability of any size, or to limit his obligation to a certain amount as stipulated in the document, that is, to determine the amount of the insurance agreement and not to respond Selection on line T.

In insurance from liability, it is noted that the injured person has the right to use the direct action to obtain compensation for the injury he suffered, rather than to bring the claim against the insured, but this does not prevent him from filing a claim for compensation directly to the contractor. The requirement for the benefit of third parties, since the claimant is in his interest to use a claim directly on behalf of the person against whom the debtor is subject to the subject matter of the requirement.

#### **Legal nature of insurance against environmental pollution damage:**

It is important to ensure that environmental pollution is protected by determining the legal nature of liability insurance, since liability insurance is the responsibility of the insured, regardless of how this proof, whether due to a mistake, is made. To pay the insurance compensation to the injured person will depend on the liability of the insured, because it guarantees a debt that arises in the insured's debt.

If liability insurance is to insure the injured person's right, the insured's obligation will be related to the occurrence of this right for the victim in the face of the insured.

In this regard, the jurisprudence has been repeated in two directions. The first is that responsibility insurance is aimed at guaranteeing the debt of the official in the face of the victim. The second is to ensure the right of the victim directly.

**The first trend:** Seeing that liability insurance insure the responsible debt.

This is what the traditional jurisprudence has said, since it defines liability insurance as "a contract under which the insured, the insured, protects against the damage caused to him by the return of the third party to liability."

But the harm to the insured is the result of the debt of the responsible person. This is the concept of disaster in securing liability, which is the claim of the injured party to the insured for compensation. The financial liability of the insured is threatened only from the day on which the injured person takes responsibility against The insured, to apply for compensation. The insurance of liability in accordance with this jurisprudence covers the damage caused to the insured because of the realization of his responsibility before third parties, as well as damages caused by third parties claim compensation, and accordingly insured insured applies only from the time of the injured party's claim to compensation.

It is noted that liability insurance is classified as insurance for damages and not for persons. The insurance of responsibility, although the role of the role of the impact of the occurrence of harmful incident may affect the body or the funds of others, but its goal is not to provide security for others, but the situation of the insured is safe from recourse to responsibility, the believer believes himself from the damage falls on his financial liability due to the return of others He has responsibility, and then was insured by money, ie insurance from damage.

On the other hand, liability insurance helps the injured person with another debtor, along with the official, as it is due to the official, it confirms the responsibility and strengthens it, where the injured person finds his position improved. As well as his case against the official who always remains, he has a rebound against the believer and the assumption that it is always repeated (2).

**The second trend:** believes that liability insurance to secure the right of the injured.

It is insurance that insures the insured damages that may affect the insured due to the return of others under the pretext of responsibility. It is different from the requirement of irresponsibility in various respects. The insurance from liability keeps liability in the responsibility of the official, but the condition of exemption from liability is to remove the responsibility of the responsible and make the injured is the burden of the damage and that the liability insurance strengthens the status of the injured and avoid the risk of insolvency city Administrator Liability insurance tends to guarantee the injured person's right to compensation more than guarantee the debt of the official and evidence that the mistake of the latter is no longer required in many cases. So that the damage caused by the activity of the insured is sufficient without the need to prove fault on his part.

This is clearly evident in the direction of both the French and Egyptian legislators until the imposition of liability insurance in certain areas. It was not intended to guarantee the debt of the liability of the torturer, but because the obligation to secure liability was the best way to ensure that the right to compensation was met for those who might be harmed by the activity of the official and whose protection was the basis of the liability insurance system. The provisions of the French Court of Cassation provide evidence that supports the view that liability insurance is the right to compensation.

In conclusion, liability insurance in the field of environmental pollution is essential for enterprises, especially those that engage in activities that would cause major damage. In view of the purpose of liability insurance, it is increasingly aimed at guaranteeing the right of the injured person to compensation. In the face of the urgent desire to guarantee the injured person's right to compensation, the interest is no longer focused on the percentage of the fault of the duty of proof or presumed by the responsible insurer, but much so that the injury is only caused by his or her lawful or legitimate activity. Insurance for third parties - For any account to be related to him, concluded by a potential official claiming to be the insured, for the benefit of his future victims

## Second

The extent to which environmental pollution risks are insured

**The civil responsibility has two functions** : the first is to be achieved by deterring the non-social behavior, calming the victim and satisfying the need for a sense of justice.

The second is compensatory, compensating the injured and distributing the burden of damages and guaranteeing the rights of the individuals.

The insurance of responsibility undoubtedly played an important role in bringing these jobs to the responsibility. Responsibility is the best way to ensure that the right to compensation is met for those who may be harmed by the activity of the official and whose protection is the basis of the liability insurance system.

There is no doubt that the circumstances of the case may make it unfair to put all the burden on the torturer, but can be distributed through the insurance system, since every time the liability is covered by insurance, it exercises the task of distributing the burden of damage through the insurance system (3) Especially for the serious risks arising from the use of nuclear energy or some modern machinery and equipment. Insurance also guarantees the rights of individuals through the adoption of insurance in the substantive liability, which is that any person who is injured by the conduct of another person or something related to him has the right to claim this latter With compensation.

However, due to the careful consideration of environmental pollution, the basis and origin of which is an individual intervention by the custodian and thus generates the belief that this type of hazard is not legally permissible to provide for the lack of probability that must be available in the error can be insured and hence the first to be discussed is the capacity Probability or individual intervention in order to show us that this risk may affect these risks legally, and we will address the risk of pollution risks for insurance and insurance insurance systems for certain pollution cases, in the following detail.

A) the extent to which pollution risks are subject to technical insurance

The insurance is based on cooperation between the total insureds, all of whom are threatened by one risk and wish to prevent their adverse consequences. Therefore, they collect among themselves a large sum of money, each of which contributes in proportion to what he adds to the total number of risks. It is the insured who manages and regulates this cooperation to carry out the clearing of risks, that is to say, as far as possible, the number of disasters that can be solved by the total insureds and their importance, so that in this light he can determine the amount he is obliged to pay. Statistics laws are called m The above are the technical foundations of insurance (three), the collection of risks, the clearing of risks, and the use of the laws of statistics.

**1) Risk pooling:**

In order for the accounts of the insured to be as accurate as possible, he should choose the widespread risks that threaten many people, because the circle of the possibility of verification, which is being covered by the census, is broadening, which helps to apply the large numbers and reach the control of the probability of danger.

As a result of this condition, modern hazards, including pollution, are not technically suitable for insurance because they do not allow the application of the law of large numbers, which requires that it be carried out on a very large number of cases. The method of implementation of the risk categories is complex and multiple. Therefore, the development of a specific list of the relevant risk factors is difficult. Therefore, the number of insurance policies capable of controlling the importance of each of the factors affecting the risk is still few. Even if this knowledge is accessible, These statistics will be very approximate.

This type of risk is, in fact, still a small number in the insurance market when compared to conventional risks or is not available for insurance coverage by the number of adequate collection of the counterparty on the traditional risk scale. Accept it, they have only two options are harder than the other:

The first is either to underestimate or underestimate the application of the points system, in which risk elements (such as industrial



processes and geographic conditions) combine a specific list and then cover points. Thus, risk elements are grouped together on the basis of this list, which is then linked to the discounts Or add-ons for each market.

The second is to make an initial assessment in the beginning by being a group of risk categories and then making a more accurate estimate within each of these categories.

In the case of acceptance of the insurance company and purely commercial reasons, the insurance of such risks, it decided to a very high premium and here explains the reluctance of the insured to present these risks for insurance coverage - while constantly adjusting their accounts to achieve the best results and this happened to the civil liability arising from car accidents in Or insurance against the risks of proper use of the atom as its risk appetite.

In addition to the above, the risks of pollution are characterized by the magnitude of the magnitude of the disaster (4) may be the largest companies to force to take on a larger number of them, but more than that, these risks may be often not known size in advance, while you can collect them in While the homogeneity of accumulated risks is a technical requirement for the risk pooling process, although the insureds through the technical methods or systems known in the general insurance theory are able to cope with these difficulties and overcome the large volume of risks by fragmentation of those fragmentation which simultaneously increase the number of risks , And then the The term "insurance" means reinsurance, reinsurance, or even the reinsurance method of a union of insureds.

However, all these reasons can be effectively realized only if the national or international insurance market is sufficiently broad (this is not the case with regard to pollution hazards), and the risks of pollution are large, even if they divide the national market capacity and require foreign participation.

The insurance company may set a maximum risk limit as a technical technique to harmonize the required pollution risks. However, this method is the most remote method to satisfy the polluter's desire for

this type of hazard, as long as it does not cover the maximum amount of risk it poses. That this amount is not possible - by assuming that he will bear the same, which may resort to other systems complementary to enable him to face the unclassified part of the insurance of this danger.

### **2) Risk is distributed or broken:**

The risk is to be distributed or split in the sense that the large groups of risks that the insured accepts insurance do not all fall when they fall once. All of the insured are injured, but they are scattered and distributed, injuring one or more members of the group but not all of them all at once. If the total risk of the insured is threatened, only a small number of them can be resolved. If the generality of the risks is necessary for insurance, the privacy of the disasters is no less important.

Hence, there are risks that can not be insured technically, such as the hazards of natural disasters such as earthquakes and volcanoes, because they affect several specific areas and therefore are not distributed to the extent of insurance. There are also risks outside the scope of natural disasters can not be technically secured such as the risks of economic crises and the dangers of war.

### **The question is:**

Are the dangers of pollution hazards that are general in their occurrence and can not technically be insured? Or is it not?

In fact, the dangers of pollution are not considered to be so general that it is technically difficult to cover them. However, the real problem related to covering the dangers of pollution is that they highlight the specific responsibility of the polluter. In particular, the amount of compensation that this liability can raise - on its guarantees - is not known. In advance, although this can be overcome by the customary technical methods in this regard.

### **3) Using the laws of statistics:**

If the insured can calculate - in advance - the probability of the occurrence of the danger, ie, the realization of the risk, it is technically impossible to cover this risk, which is made possible by science or

statistics laws, but the latter can give accurate results only if it includes a large number of the risks available to occur which is sufficiently achievable to be implemented over a period of time.

And the dangers of pollution, if technically accepted, in principle, so that the chances of achieving them can be calculated. However, the problem that is met in this regard is the time limit of coverage, which is handled by the insurance companies in different ways.

In summary, the risks of environmental pollution respond in principle to the technical foundations of insurance, although they need to be developed and adapted in these conditions to suit the specificity of this type of risk.

B- Insurance insurance systems for some cases of environmental pollution

#### **Pave and divide:**

After the failure of traditional insurance systems to cover the risks of environmental pollution due to the large volume of compensation that exceeds the potential of insurance organizations in addition to deepening the application of the objective liability to the risks of environmental pollution and compensation for it some countries have used alternative systems to cover the risks of environmental pollution through the participation of States themselves in the This insurance coverage is shared with the insurance companies so we will present the efforts of the English insurance market first. Then we will discuss the efforts of the French insurance market.

#### **First: Efforts in the English Insurance Market:**

Although the mechanism of civil liability for compensating environmental damage is not sufficient, it is politically and effectively compensated, as the official may not know or exceed the compensation capacity of the official as well as the speed of resistance and remediation of environmental damage, which accelerate its spread. Damage.

#### **document Clarkson's:**

This document is a pioneering experience in the English insurance market and a revolution in the ordinary insurance system. It contradicts

the principles of technical insurance and has abandoned the traditional distinction between accidental and non-accidental pollution. The contents of this document is limited to analyzing and identifying the various forms of pollution envisaged to determine what is safe or excluded. A tariff schedule for each type or image of this pollution commensurate with the size of the hazard.

**Pollution in this document is divided into the following types:**

**1. Intentional pollution:**

Which shows gross negligence or intent not to observe regulations on the proper means to be followed for the protection of the environment.

**2 - accidental pollution:**

It arises from a sudden and unexpected reason.

**3. Recurrent pollution:**

Which is caused by the release of quantities of pollutants within the limits allowed and could not be avoided despite strict adherence to the rules of control or control.

**4- Pollution in conjunction or union:**

It is the result of unauthorized synchronization in unauthorized versions or union between materials which are the same as permitted.

**5. Contamination:**

Which is the result of the issuance of material was not dangerous at this version and did not show this danger only after the flag revealed the harm.

Clarkson's document covered the insurance coverage of forms and forms of pollution on the basis that all forms of pollution mentioned in this document are subject to insurance coverage except for the pollution obtained and resulting from gross negligence, in disregard of ethical considerations and general principles of insurance.

Some of the fiqh states that the guarantee must be rejected when the management - project management - is aware of the damage that its project creates and does not immediately take the necessary remedial

measures. The document covers the compensation that the tenant will be legally liable to pay as a result of physical or material damages or waste A right protected by law as a result of any risk arising from the discharge, discharge, diffusion, storage, leaking or contamination of any solid, liquid or gaseous substance, or any pollution to the environment, as well as expenses incurred in order to remove or clean the harmful substances that have escaped the insured. Three million pounds (E) for the disaster and for the entire year of warranty.

## **2. Tovalop Agreement:**

This Agreement is a vivid picture of the cooperation of oil tankers owners in the application of mutual or cooperative insurance method, which is a temporary agreement between tanker owners to pay compensation to persons (including governments) who suffered damage due to oil pollution as well as those who took precautionary measures to reduce pollution The owners paid compensation for the expenses incurred by the person as a result of taking measures to remove the threat of emptying the oil in seawater even if that discharge had not yet occurred. In January 1970, the agreement was signed by the seven largest oil groups in the world following the Tori incident Canyon " Which caused a disaster that alerted to the danger of incidents of marine pollution with oil, which had an effect on the cooperation of owners of oil tankers to participate in compensating the victims of this type of pollution (5), after it proved that the Treaty of Brussels CLC does not provide fair compensation to victims of this pollution The agreement was created as a result of the move by major oil companies OCIMF and the International Maritime Chamber (ICS) to pursue increased damages for pollution damage, especially since the Pro Convention Xilis 1969 did not enter into force until six years later.

In accordance with this agreement, each bound investor shall be committed to ensuring against the existing risks and to do his best in the event of any accident to avoid pollution. The authors of this Agreement have established for themselves a special regime for their responsibility under which they have accepted to carry themselves with a simple error of the amount of one thousand and five hundred francs Poincare And a maximum of one hundred and fifty million Swiss francs for the accident.

The Intermediary Insurance Agency (IIIA), which is responsible for the management of this agreement, has established a mutual or cooperative system to cover the risk of this liability, as well as the costs of combating or cleaning the pollution. The Union collects the contributions of those involved and the consideration of compensation claims submitted by the injured countries, Tofalob Protocol, which aims to intervene whenever there is an incident of pollution by the transferred oil for the purpose of cleaning the beaches and protecting them or facing the danger of serious pollution within the amount of one hundred dollars per ton of the ship load up to a maximum of ten million dollars per container. In 1972, extended the agreement to cover the special expenses incurred by the same member in order to remedy the incident or in order to reduce the size of the damage (6).

This agreement adopted the substantive liability regime similar to the 1969 Brussels Convention and included a further amendment, raising the security limit to \$ 160 per ton, up to \$ 16.8 million, as well as non-state victims

### **3- Crystal system:**

This system is another picture of the cooperation of international oil companies and reflects the strong interest of industrial oil projects in the risks of marine pollution. This system was created following the Tofalop Agreement and the Brussels Treaty in 1969. This system is that since the Tofalop Agreement is limited to the owners only, The CLC Treaty has been implemented and since this agreement will enter into force seven years later, in 1978, oil companies have temporarily agreed on a draft Crystal Agreement to supplement this Treaty or any other sources of compensation to ensure adequate compensation for Parties already suffering from W.

It is also applied in the event of a threat of pollution and even before it occurs, as in the Tofalop Agreement.

The system aims at supplementing the financial guarantees stipulated in the Tofalob Agreement and ensuring the rights of victims of pollution, on the one hand, and taking into account the rights of owners of oil tankers. The Crystal system stipulates that the owner of

the transferred products is responsible for the damage that occurs, The TUVALOP Agreement or when the carrier fails to pay within 30 million dollars. The members of this system have reached, within three years since its establishment, six hundred and fifty oil companies, the member of which paid for this fund, Of \$ 5 million plus supplementary rations as required. The two projects have continued to be modified several times to reduce the scope and application of the first on ships that do not exceed one hundred and forty thousand tons with a maximum compensation of seventy million dollars for the accident and to apply the other to the super tankers with a capacity exceeding one hundred forty thousand tons and a maximum compensation of one hundred and thirty five million dollars Per incident.

#### **4. International Security Fund F.I.P.O.L (7):**

The agreement of the International Fund for Compensation aims to use the proceeds of this fund to cover the costs of cleaning and removing the effects of petroleum pollution and compensation for any person who has suffered damage caused by pollution and can not receive full and appropriate compensation under the 1969 Brussels Convention on Civil Liability, including reasonable measures taken to reduce Damage to the minimum (8).

The Compensation Guarantee Fund established by the Brussels Treaty on December 18, 1971, has tended to reduce the burden on the supplier if the liability is reduced from two thousand to five hundred francs in Poincaré per ton of tonnage, but not exceeding the maximum of one hundred and twenty-five million francs in Poincare instead of two hundred and ten million in the Brussels Treaty 1969.

On the other hand, in order for the victims' compensation to be completed beyond the 1969 treaty, the 1971 treaty provided that compensation of four hundred and fifty million Swiss francs could be paid for the accident. This amount may also be doubled by a decision of the Board of the Fund, In the performance of compensation specified in article V of the Convention.

Through which victims of oil pollution are easily compensated and welcomed by the international community.

The Fund is obliged to pay compensation to the injured party in the event that the 1969 Brussels Convention does not clarify any liability for environmental damage, and also if the official is unable to pay financially and finally if the damages exceed the amounts specified in the Brussels Treaty (1969).

It is clear to us that the establishment of such institutions provides an opportunity for the victims of pollution to claim compensation, especially in cases where they can not obtain compensation, especially since the pollution damage does not stop at the limit of the occurrence of the pollution incident. The attribution of pollution to its source or the causal link between the incident damage and the passage of time may be long.

#### **Second: Efforts in the French insurance market:**

Some countries have made efforts by issuing insurance documents that address deficiencies in traditional insurance rules that are not commensurate with the risks of pollution. The Carpool document, which is the model insurance policy in France, is worth mentioning here.

#### **Document Carpool:**

The Carpool document is a typical insurance policy in France, where new insurance areas have been developed such as coverage of emergency and graduated pollution hazards, as well as coverage of non-sudden accidents. This document was specifically detailed in civil liability, which is established in case of necessity or on an administrative order. Pollution prevention means that the provisions of this document to insure against the dangers of pollution (9).

In spite of the commendable expansion of these pollution coverage documents, the coverage clearly limits liability claims for damage discovered or fixed during the life of the document and the amount insured in the same period.

In this case, the Carpool document was issued in 1978, including an amendment, so that the coverage would extend if the document expired for any reason other than failure to pay the installment or goodwill of the lessee to cover claims of liability for the damage that may have



been revealed during the warranty period, even if the insured has been notified of it after its expiry, so long as these risks have occurred during the period following this completion and the equivalent of the period of the original document, usually one year.

This original document, in its 1980 amendment, states that if the activity of the tenant in which the risk of pollution has been suspended is covered, and without an additional premium, if such damage has been revealed within the next five years.

However, the amendments to this document, which fall under the special insurance systems that provide the industrialists with a blanket and complete cover on the level of the origin of the pollution, its manifestations, the type of damage caused to others and the expenses allocated for the removal of the effects of pollution, but it does not cover these damages only in one hundred and thirty (One million French francs).

Ten years later, the members of Carpool decided to put an end to their activities and to expand their scope. They thought of forming a group called the Pollution Prevention Association, which was abbreviated as Assurpol. The group started its work in January 1989 with a financial capacity of four times as much as the Carpool pool. Two hundred million francs a year is an acceptable amount but the effectiveness of this group is defined by a set of very important exceptions when applied

It can be said that despite previous efforts, countries, especially the industrialized countries, have come together to find ways to cover the risks of pollution that have exceeded the limits of the traditional insurance market. This is what the aforementioned agreements have been keen on, and the establishment of special funds and plans to reduce pollution and ensure compensation in the case of If the official is unable to pay financially, the follower of these efforts note that it does not cover all the damage even said it is deficient on the one hand and specific on the other hand (10); it is incomplete because some cases sometimes remain without compensation, despite the existence of damage as is the case Of the case The perpetrator of the damage remains unknown or insolvent.

It is specific because some existing conventions and some national laws determine the liability of the perpetrator in a certain amount, whatever the extent of the damage. In some cases of pollution by hydrocarbons, the prospect of losing the prospect all hopes of obtaining compensation in whole or in part if the damage is serious. And if a company or a natural person fails to perform the judgment, because it exceeds its means and financial capabilities, especially if it is related to a specific company, capital, and if some companies attempt to come together in a form to meet all their demands for compensation, overall, this assembly stands only to the extent of damage caused by oils without others and compensation is limited to a maximum can not be exceeded in certain cases in particular and this leaves the pollution cases resulting from the use of other materials without compensation for lack of adequate insurance for compensation.

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## التغطية التأمينية لأضرار تلوث البيئة

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### الملخص

يلعب التأمين فى حياة البشر وفى المجال القانونى دورين متلازمين، فهو من ناحية أولى يضمن وجود شخص ملئ يعتمد عليه المتضرر من وقوع الخطر فى الحصول على التعويض الملائم لجبر ضرر أو لسد حاجة، وهو يوفر - من ناحية ثانية - الأمان والأمان للمؤمن له وشعوره بالطمأنينة وهو يمارس نشاطه او حياته عموماً لأنه يدرك ان هناك من يكلفه اذا وقع منه خطأ أثناء ممارسة النشاط او من يراعه اذا اصابه مكروه فى جسده او فى حياته عموماً.

ولهذا، ظهرت أهمية التأمين وفسر السبب وراء انتشاره بهذه السرعة فى مجالات الحياة كلها بهذه السرعة التى كانت السبب فى هذه الزيارة الهائلة للشركات العاملة فى مجال التأمين.

### الكلمات المفتاحية

المسئولية المدنية - أضرار تلوث البيئة - التغطية التأمينية