

JURISDICTION	France	Spain	Greece	Italy	Croatia	USA
Basis of limitation regime	<ul style="list-style-type: none"> LLMC unless the vessel in question flies the French flag, in which case Art. L5121-3 of the French Transport Code applies <ul style="list-style-type: none"> Contracting State to the Athens Convention and the CLC 	<ul style="list-style-type: none"> LLMC Spanish Maritime Navigation Act 2014 (MNA) <ul style="list-style-type: none"> Contracting State to the Athens Convention and the CLC 	<ul style="list-style-type: none"> LLMC <ul style="list-style-type: none"> Contracting State to the Athens Convention and the CLC 	<ul style="list-style-type: none"> For ships of 300 Gross Registered Tonnage (GRT) and higher Decreto Legislativo 28.06.2012 No. 111 (D. Lgs. 111/2012) applies For ships of less than 300 GRT the traditional limitation regime of the Italian Code of Navigation applies <ul style="list-style-type: none"> Contracting State to the CLC 	<ul style="list-style-type: none"> LLMC Croatian Maritime Code <ul style="list-style-type: none"> Contracting State to the Athens Convention and the CLC 	Limitation Act 1980 (involves case law and the Supplemental Admiralty Rules)
Comments	Recent case law suggests that the French Courts are inclined towards the application of the LLMC.	The legislative framework only applies to commercial vessels as opposed to pleasure yachts. Owners of pleasure yachts are therefore unlikely to be able to limit their liability for the claims set out below.	The LLMC is applied universally and takes precedence over the Athens Convention where both apply, irrespective of the vessel's flag or the nationality of the litigant parties.	Italy has not ratified the LLMC and the limit of liability under the current system is subject to criticism. It does not contain provisions barring limitation in the case of wilful misconduct, recklessness or gross fault by the owner.	The provisions of the LLMC, together with increased limits of liability in force from 8 June 2015, are adopted and fully incorporated in the Croatian Maritime Code.	In some cases the limitation fund could be minimal as it is equal to the value of the vessel at the conclusion of the voyage.

LIMITABLE CLAIMS	France	Spain	Greece	Italy	Croatia	USA
Loss of life	✓	✓	✓	✓	✓	✓
Personal injury	✓	✓	✓	✓	✓	✓
Damage to property	✓	✓	✓	✓	✓	✓
Delay in the carriage of passengers or their luggage	✓	✓	✓	✗	✓	✗
Salvage	✗	✗	✗	✗	✗	✓
Wreck removal	✗	✗	✓	✓	✓	✗
Third party claims by others to mitigate losses	✓	✓	✓	✓	✓	✓
Oil pollution damage	✗	✗	✗	✗	✗	✗
Pollution emanating from the other vessel (collision cases)	✓	✓	✓	✓	✓	✗

CALCULATION OF LIMITATION FUND	France	Spain	Greece	Italy	Croatia	USA
Personal injury claims	<p>By reference to the vessel's GRT and current Special Drawing Rights (SDR)</p> <ul style="list-style-type: none"> Does not apply to crew members. Limits of liability with respect to crew members will depend on the relevant employment contract. 	<p>By reference to the vessel's GRT and current SDR</p> <ul style="list-style-type: none"> Does not apply to crew members. Limits of liability with respect to crew members will depend on the relevant employment contract. 	<p>By reference to the vessel's GRT and current SDR</p> <ul style="list-style-type: none"> Does not apply to crew members. Limits of liability with respect to crew members will depend on the relevant employment contract. 	<p>By reference to the vessel's GRT and current SDR</p> <ul style="list-style-type: none"> Does not apply to passengers. 	<p>By reference to the vessel's GRT and current SDR</p> <ul style="list-style-type: none"> Does not apply to crew members. 	<p>Liability will be determined and limited to the value of the owner's vessel at the time the voyage was concluded or the incident occurred.</p> <p>The only caveat to this is if a crew member is a Jones Act seaman in a claim against a Jones Act employer. In these circumstances, crew members would be entitled to maintenance and cure until they reach maximum medical improvement</p>
Property claims	<p>By reference to the vessel's GRT and current SDR.</p>	<p>By reference to the vessel's GRT and current SDR.</p>	<p>By reference to the vessel's GRT and current SDR.</p>	<p>By reference to the vessel's GRT and current SDR.</p>	<p>By reference to the vessel's GRT and current SDR.</p>	<p>Liability will be determined and limited to the value of the owner's vessel at the time the voyage was concluded or the incident occurred.</p>
Passenger claims	<p>By reference to the number of passengers the vessel is authorised to carry and the current SDR.</p>	<p>The carrier may opt in any case for the specific limitation regime stated in the Athens Convention & EU Regulation No 392/2009, or for the global limitation amount established in the LLMC.</p> <p>Art. 399.1 of the MNA establishes certain special limits for loss of life or personal injury for passengers.</p>	<p>By reference to the number of passengers the vessel is authorised to carry and the current SDR.</p>	<p>By reference to the number of passengers the vessel is authorised to carry and the current SDR.</p>	<p>Pursuant to Art. 3 of the Athens Convention the carrier shall be liable to the extent that such loss in respect of that passenger on each distinct occasion does not exceed 250,000 SDR.</p> <p>The liability of the carrier for the death of or personal injury to a passenger under Art. 3 shall in no case exceed 400,000 units of account (SDR) per passenger on each distinct occasion.</p>	<p>Liability will be determined and limited to the value of the owner's vessel at the time the voyage was concluded or the incident occurred.</p>