

Special Edition  
**2026**



VILLAGRÁN LARA  
attorneys

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**SHIPPING  
ECUADOR**



The Shipping Ecuador magazine is a publication created to share practical knowledge, professional experience, and current developments in the maritime sector in Ecuador.

Through this magazine, we present updated regulatory frameworks, technical insights, and industry trends that affect shipowners, operators, insurers, authorities, and maritime professionals.

Power Marítima and Villagrán Lara Attorneys join efforts in this edition to contribute their expertise in inspections, maritime law, insurance, and risk management, promoting best practices, regulatory compliance, and legal certainty in maritime activities.

Our objective is to provide clear, useful, and reliable information that supports decisionmaking, strengthens professional standards, and encourages responsible maritime operations.

We hope this edition serves as a valuable reference for lawyers, surveyors, operators, students, and all members of the maritime community.



**Andres Vasconez and Ligia Condo of Power Marítima and  
Leonidas Villagran and Jessica Cisneros of Villagran Lara Attorneys**





Power Maritima is a leading force in maritime inspection and consultancy since 1989. We are dedicated to ensuring the safety and efficiency of national and international flag vessels. Our team of highly trained inspectors, including Master Mariners and Chief Engineers, brings extensive knowledge and understanding of the maritime field, delivering unparalleled service both locally and globally.

We have a deep understanding of local conditions, traditions, and business practices, allowing us to build strong relationships with leading local and international companies in the maritime industry. This extensive network makes us a trusted correspondent for P&I Clubs, ensuring the highest standards of quality and efficiency in our services. We remain committed to strengthening these relationships and upholding our reputation as a benchmark in the sector.

## OUR MISSION

Prevent financial losses to our customers, resulting from incorrect advising due to delay, damage or loss. Benefit our clients from our extensive expertise in business, law and technical knowledge, striving to meet all our customers requirements in the marine industry in every service provided.

## OUR TEAM OF EXPERTS

We have a team of highly trained and experienced inspectors, including Master Mariners and Chief Engineers, who bring their extensive knowledge and understanding of the maritime field



**Rafael Diaz-Oquendo Vice President, Regional Manager  
at Thomas Miller and Ligia Condoy of Power Maritima**



**Power Maritima team visited London, England to attend  
IGP&I CORRESPONDENTS CONFERENCE**



## OUR SERVICES

### CORRESPONDENT SERVICES FOR:

- Gard AS.
- Ms Amlin
- Shipowners
- West of England
- Hydor
- Skuld
- Charterama
- UK P&I
- China P&I

### CARGO INSPECTIONS

- DraftSurvey
- Condition of Bulk / Dry cargo
- Lashing / securing of general containerized cargoes
- Supervision of loading and discharging of cargoes
- Hatch sealing/unsealing
- Advice for cargo damage claims/shortage
- Cargo claims settling
- Investigation of shortage and contaminated dry — bulk cargoes

### CONDITION SURVEYS

Hull & Machinery, P&I, Pre - Purchase Condition for:

- Fishing vessel
- Yacht / Passenger Vessels
- General cargo
- Reefer container
- Oil / Chemical / Gas Tankers

### DAMAGE

- Investigation of damage / loss of cargo
- Adjustments of claims (damage or loss of vessel/cargo)
- Stevedoring damage inspection
- Damage condition of vessels hull & machinery
- Pier damage inspections

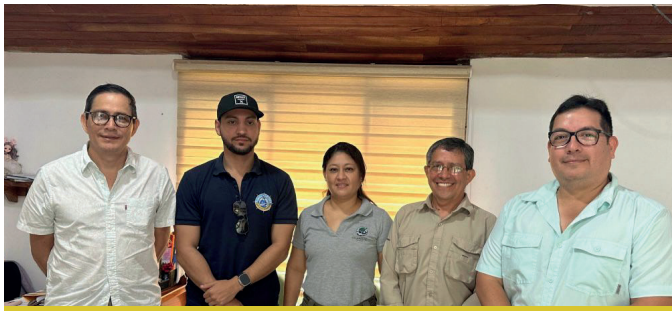
### OTHERS

- Underwater Surveys using ROV
- Bollard Pull
- Ultrasonic Weathertightness test
- Ullage Survey
- Off Hire / On Hire Bunker Surveys



**Power Maritima participated in the Alsum Congress in Santiago de Chile, Chile**





**Power Maritima team and Villagrán Lara Attorneys team meeting with officers of the Galapagos National Park**



**Ligia Condoy of Power Marítima and Captain of the vessel Clara Insignia – during a drug inspection**



**Ricardo Miqueo of Forte and Ligia Condoy at an insurancefocussed event in Galapagos**



**GONZALO VASCONEZ (†) Co-Founder of Power Maritima**



**Inspection of hull and machinery in SIMA, Peru together with ing. Sergio Zurita, the master and engineer**



**Power Maritima continue to strengthen their professional capabilities through specialised training delivered by Master Mariner Capt. Shaw**



**Andres Vasconez CEO/ Principal Surveyor of Power Maritima**



**Ligia Condoy, Capt. Eduardo Orejuela and Angelica Granizo of Momentum**





**Excelent meeting with Dirnea officers, the Ecuador maritime authority, to discuss about academic topics**



**Permanent training with the Villagran Lara Attorneys team**



**Leonidas Villagran of Villagran Lara Attorneys happy to contribute with pro bono services to the Galapagos National Park and Fundacion Jocotoco**



**Our attorney Michael Paredes alongside the Director of Ports, Attorney Rafaela González.**



**Commander Orejuela, harbour master of Puerto Ayora; Cristina Quinteros of VL Attorneys; and Captain Ríos, legal adviser to the harbour master's office**



**Alvin H. Jarin Master of the vessel, Michael Paredes and Yaritza Lopez of VL doing an inspection for the collection and documentation of evidence**



**Commander Jorge Duran, Harbour Master of Guayaquil; Diana Proaño, VL Of Counsel; Admiral Ricardo Unda, General Commander of the Navy and Jessica Cisneros, VL Senior Partner**



**Leonidas Villagran lecturing on "P&I in Practice"**





VILLAGRÁN LARA  
attorneys

Villagrán Lara Attorneys is a professional organization of attorneys in Ecuador focused in the business world and dealing in complex matters. Our members are experienced professionals with first class academic knowledge. The firm objective is to contribute with effective legal solutions to fit the needs of our clients, under a scheme of quality and personalized services.

## **MARITIME LAW & MARINE INSURANCE**

Our Maritime law division assists our clients in regard to any maritime incident in a 24/7 basis. We support entities such as P&I Clubs, insurance companies for assessment of liabilities, claims handling, conflict resolution or prevention, Litigation on Charters parties and bills of lading, cargo claims, subrogation claims, arrest and release of ships, investigations by Harbour Masters and by prosecutors in regard to pollution.

## **A LIST OF INSURANCE PROVIDERS WE HAVE WORKED WITH:**

- BRITISH MARINE
- BRITANNIA P&I
- CHINA P&I CLUB
- GARD
- HYDOR
- INGOSSTRAKH
- JAPAN P&I CLUB
- MSIG SPECIALTY MARINE
- NORTHSTANDARD
- NORWEGIAN HULL CLUB
- SKULD
- VHT
- WEST
- SHIPOWNERS
- STEAMSHIP MUTUAL
- SUNDERLAND
- SWEDISH CLUB
- THE MECO GROUP
- THOMAS MILLER
- UK P&I



Roberto Salazar, Leonidas Villagran, admiral Eduardo Navas and Romulo Donoso at a conference organized by The Ecuador official Maritime Academy ESMENA

## TYPE OF CASES WE HAVE WORKED ON



**Motor tanker. Crude oil spill, about 2,000 barrels in Esmeraldas**



**People Claims**



**Torpedo Attached to Hull**



**Cargo Claim involving Steel Coils**



**Cargo Claim Involving Ammonium Sulfate**



**Galapagos Fire and Wreck Removal**



**Grounding in Los Goles: General Average & Salvage**



# ECUADOR TIGHTENS PORT SECURITY

*Melanie Arechua*  
*Naval Engineer, Power Maritima*

## STRENGTHENING PORT SECURITY IN ECUADOR AGAINST DRUG TRAFFICKING

One of the main challenges in detecting drug trafficking through container vessels is the fear experienced by potential informants when reporting illicit activities. In response to this concern, EUFORT-EC has funded Alerta Anónima, a digital platform designed for port workers and anyone with information regarding potential illicit activities at port terminals or along the logistics chain. The platform allows users to submit information anonymously, without requiring registration or collecting IP addresses or other data that could be used to identify or locate the reporting device. (1)

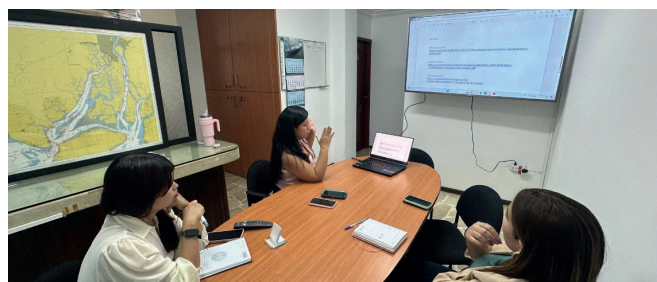
## MASSIVE DEPLOYMENT OF THE ARMED FORCES AND NATIONAL POLICE

As part of the phase known as the “Total Offensive” of the Security Block, the Government launched a special operation involving the deployment of approximately 10,000 personnel across the provinces of Guayas, Los Ríos, and Manabí. In Guayaquil, the operation included simultaneous raids at several port terminals, including the Guayaquil Port Terminal, Naportec, and TPG. (2) The Armed Forces and the National Police, supported by specialised units and anti-narcotics canine teams, conducted thorough inspections of containers, trucks, and cargo areas, covering different stages of the export process. Access points to the ports were also secured to ensure operational control.

Although anonymous reporting platforms represent an additional security tool, drug trafficking is not limited to container vessels, bulk carriers, or tankers engaged in international trade. Fishing vessels have also been identified as being used to transport or transfer illicit substances, making this issue particularly relevant to Ecuador given the importance of its fishing industry and maritime activity.

The Agreement on Operations against Transnational Maritime Illicit Activities, signed in 2023, aims to strengthen cooperation among the Parties to prevent, identify, combat, deter, and intercept transnational maritime illicit activities. The agreement establishes that such operations shall be conducted exclusively against suspected vessels, including vessels without nationality or those considered to be without nationality. (3)

A recent example was reported by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), which, on August 20, 2026, announced sanctions against members of a drug-trafficking network linked to Ecuador. According to OFAC, the network used Ecuador-based fishing vessels, particularly in the vicinity of Manta, to transfer cocaine to speedboats that subsequently travelled through the Eastern Pacific toward Mexico and the United States.



**Our Power Maritima team engaged in a hands-on, collaborative learning day**

(4) In addition, other fishing vessels have reportedly been intercepted or sunk in connection with suspected drug-trafficking activities. One such vessel was identified as a floating refuelling station allegedly linked to drug-trafficking operations. (5)

The scale of the problem is further illustrated by an investigation published by The New York Times and reported by Infobae, according to which up to 70% of the world's cocaine supply may pass through Ecuadorian territory. This figure highlights Ecuador's role as a strategic corridor for international drug trafficking, facilitated by its geographical location, port infrastructure, and connection to major maritime routes. (6)

(1) Ecuavisa, “Alerta Anónima es una nueva plataforma que permite denunciar actividades vinculadas al narcotráfico en los puertos de Ecuador,” July 30, 2026.

2 PRIMICIAS, 2026. Fase “Ataque Total” | Gobierno anuncia despliegue masivo de militares en Guayas, Los Ríos y Manabí. Fuente: <https://www.primicias.ec/seguridad/despliegue-masivo-militares-guayas-rios-manabi-bloque-seguridad-fase-ataque-total-113917/>

(3) Ministerio de Defensa Nacional del Ecuador, Acuerdo relativo a Operaciones contra Actividades Marítimas Transnacionales Ilícitas, 2023.

(4) U.S. Department of the Treasury – OFAC, “Treasury Sanctions Major Ecuador-Based Cocaine Network Linked to Violent Gangs and Mexican Cartels,” August 20, 2026.

5) El Diario, “Drones, helicópteros y explosiones a 40 millas de Manta: las dos versiones sobre el pesquero hundido,” August 28, 2026.

6) Loaiza, Y. (2025, December 8). Ecuador se convierte en la “superautopista” global de la cocaína: por su territorio cruza el 70% del tráfico mundial. Infobae.



**Melanie Arechua**  
during an inspection in Manta



**Melanie Arechua**  
member of the Power Marítima team





Leonidas Villagran, Andres Vasconez, Ligia Condoys sharing with Rosa Moran of Swiss Re in Cartagena

# IN-DEPTH SHIPPING LAW

## ECUADOR

*Leonidas Villagran,LLM  
Senior Partner, VL Attorneys*

### FORUM AND JURISDICTION

#### COURTS

Currently, Ecuador does not have maritime courts. Transportation of goods via sea is considered a commercial activity. Therefore, any lawsuits that involve claims regarding maritime transportation are to be heard by a civil and commercial judge. This is the same for claims in delict.

Moreover, claims regarding labour relations are to be heard by labour judges. In a marine incident involving death, injury to crew or third parties, or pollution, a prosecutor may intervene to determine potential felonies.

For civil and labour claims, the procedure in court is to be followed according to the General Organic Procedure Code 2016. This Code stipulates that, as a general rule, the plaintiff needs to present their evidence to the court.

This rule provides exceptions to allow the plaintiff to present either evidence that has been contested by the defendant<sup>6</sup> or new evidence, the existence of which they were not aware.

According to the Code of Commerce 2019, if a lawsuit is filed against a shipowner whose domicile is outside Ecuador, it is possible to execute the service through their agent.

## TIME BAR TERMS

|                                                                                                           |                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Environmental damage:                                                                                     | There is no prescription term. There is a rule in the Ecuador Constitution that states that there is no time bar – no prescription – for actions regarding pollution;                                                                                                                                            |
| Payment of freight or demurrage:                                                                          | The prescription term is one year;                                                                                                                                                                                                                                                                               |
| Declaration of general average:                                                                           | The term is six months;                                                                                                                                                                                                                                                                                          |
| Recovery of general average contribution:                                                                 | The term is one year;                                                                                                                                                                                                                                                                                            |
| Cargo Claims:                                                                                             | The general prescription term according to the Code of Commerce is one year for claims of transportation by sea under a bill of lading, and two years for transportation not submitted to a BL. The Hamburg Rules provide a prescription term of two years to be applied to international transportation by sea. |
| cargo claims in international multimodal transportation to or from a port member of the Andean Community: | the prescription term is nine months as a general rule;                                                                                                                                                                                                                                                          |
| Collision:                                                                                                | the prescription time is two years. However, if the ship could not be arrested or sued while in national waters, the term is three years;                                                                                                                                                                        |
| Claims for damages in delict by non-passengers (injury, death and damage to property):                    | The term is four years, according to the general rules of prescription in the Civil Code;                                                                                                                                                                                                                        |
| claims from passengers, personal injury, death, loss or damage to luggage:                                | the term is two years.                                                                                                                                                                                                                                                                                           |



According to procedural law, the general rule is that the interruption of prescription is when the complaint has been served. There is an exception to this rule meaning that if the lawsuit is effectively served at least six months from the date of its filing, the prescription term is interrupted from the moment the complaint was filed.

The Code of Commerce states that prescription terms for merchants are to be counted from the date on which those actions or rights are able to be enforced. This appears to be related to the *dies a quo* principle.

A prescription term can be suspended if the person who is to benefit from that term provides his or her consent. Courts are not allowed to extend prescription limits.

Terms of extinctive prescription are suspended in favour of minors (under 18), as stated in articles 2420 and 2409 of the Civil Code, according to the doctrine of *contra non valentem*. This may not be usual in cargo claims but is very common for death-related claims.

Finally, according to a regulation related to the Mediation and Arbitration Act, the filing of a mediation request interrupts prescription. Terms are to be counted again when the mediation process ends.

## **ARBITRATION AND ADR**

There are several arbitration and mediation centres primarily under the auspices of the Commercial Chambers. Nevertheless, maritime cases in local arbitration are rare.

Parties are allowed to agree arbitration instead of ordinary courts. A clause containing the agreement can be inserted into the original contract or arbitration can be agreed upon when the dispute is raised. Normally, the parties agree which arbitration centre will hear the case.

Governmental entities are allowed to submit their differences to international arbitration but with the previous authorisation of the Attorney General's Office.

## **ENFORCEMENT OF FOREIGN JUDGMENTS AND ARBITRAL AWARDS**

The procedure of recognition of foreign judgments is stated in the General Code of Procedure (COGEP). The process of recognition or homologation is carried out by a panel of judges. This panel has to verify compliance with external formalities, so as to confirm that the decision is final and that the serving of process has been fulfilled.

The process includes the notification to the defendant who is able to file an opposition in five days. After all considerations have been made, the judges issue their final decision.

In regard to foreign arbitral awards, the Mediation and Arbitration Act states that the execution of international awards is to be the same as local arbitral awards, meaning that authority rests on a civil judge of the domicile of the defendants or where the goods are located.



**Naoki Hashimoto, Japan P&I Club**

A decree by the President regarding a regulation of the Mediation and Arbitration Act confirms that the enforcement of an international arbitration award does not require homologation. A certified copy of the award is the only requirement. Nevertheless, according to Ecuadorian law, the decision may be required to be duly legalised or apostilled.

The defendants are able to oppose the petition if it provides evidence of compliance of claimed obligation, the suspension of the award or any declaration that the award is void.

Additionally, Ecuador is party to the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

## SHIPPING CONTRACTS

### SHIPBUILDING

Shipbuilding contracts can be considered to be service agreements or sale agreements depending on which party has to provide the main documents. If those documents are provided by the party that orders the work, then the title of the vessel in construction belongs to the shipowner.

In contrast, if the documents are provided by the shipbuilder, then the legal relation is to be considered as a contract of sale. Moreover, in a contract of sale, title passes to the buyer when the public deed is executed, normally before a notary public and registered before the harbour master. Notably, registration is mandatory and is evidence of the transfer of property of vessels.

It is possible for parties in a shipbuilding contract to decide when the title will be transferred but the transfer always needs to be executed by public deed. The exception to this rule is related to vessels with no more than 10 gross registered tonnes (GRT); in this case, it is only necessary to have the signatures legalised.



Leonidas Villagran alongside Ann Fenech, President of the CMI (Comité Maritime International)



With our friends at the West of England P&I Club in Cartagena, Emily McCulloch and Damian Mustard



The entity that pays in advance for shipbuilding purposes may request that a guarantee is issued by a financial institution to assure a refund of payments. Therefore, the financial institution will issue a guarantee in the form of a letter of credit or guarantee of contractual compliance. Notably, the wording of the guarantee takes supreme importance.

In that sense, it is recommended that the guarantee to be provided is unconditional, contemplates automatic renovation at the sole request of the beneficiary and with the commitment of immediate payment upon declaration by the beneficiary of non-compliance by the shipbuilder.

If the shipbuilder has not delivered the vessel according to the terms of the contract, the buyer is able to file a claim requesting termination of the contract or compliance with the agreement, with compensation of damages.

Additionally, the builder holds a lien against the subject vessel for non-compliance of payments by the buyer in relation to the contract.

## CONTRACTS OF CARRIAGE

The Code of Commerce 2019 is the key legislation regarding contracts of carriage. Basically, the Code follows the line of the Hamburg Rules with some exceptions as one related to time bar.

Besides, owing to Ecuador's membership in the Andean Community, the Community regulations concerning multimodal transportation contained in Decisions 331 and 393 are part of the legislation of Ecuador.

The Code of Commerce 2019 states that all contracts of carriage for cargo are to be subject to its provisions, regardless of the nationality of the ship, the carriers and the shipper or consignee, if:

- A. the port for loading or unloading is situated in Ecuador;
- B. the BL or any other document that provides evidence of the contract of carriage states that it is subject to Ecuadorian law; and



**Grace Weissler, Ligia Condoy, Emily McCulloch and Diana Proaño**



**Leonidas Villagran, Gabriel Reina and Kevin Albertson**

C. one of the unloading ports stated in the contract of carriage is the effective unloading port and is situated inside Ecuador.

Notably, charter parties are not under this regulation. However, when a BL is issued in compliance of a charterparty then the regulations will be applied to that BL if it regulates the relationship between the carrier and the holder of the BL who is not the charterer.

In line with the Hamburg rules, in relation to jurisdiction it can be set up in:

- A. the principal place of business or residence of the defendant;
- B. the place where the contract was made, provided that the defendant has there a place of business, branch or agency that was used to execute the contract;
- C. the port of loading or the port of discharge; and
- D. any additional place designated for that purpose in the contract of carriage.

Moreover, the action is able to be initiated before the judges of the Ecuadorian port in which the ship or a sister ship was arrested.

Cabotage is authorised for vessels that fly the Ecuadorian flag. Nevertheless, foreign vessels are allowed to obtain authorisation.

Vessels are to be considered as Ecuadorians if they are brought under a bareboat charter. Ecuadorian law allows for bareboat charter registration. This provides special benefits for the charterer that includes the possibility of operating with the Ecuadorian flag, cabotage and tax exemptions. The general rule is that the vessel must comply by having at least 70% of the crew as locals, and other obligations of a national vessel. For foreign flag vessels that operate in Ecuador under a charter for more than six months, the obligation of local crew is not less than 50%. Besides, according to the regulation to the Navigation Act the master is allowed to be a foreign national.

In regard to the transportation of hydrocarbons, there is a provision in the law that states that this is only reserved to Ecuadorian-owned corporations or to those conjoined by the state with a participation of at least 51%. Currently, the transportation of hydrocarbons is conducted through the state-owned corporation FLOPEC. TRANSNAVE is also involved in cabotage of hydrocarbons.

## CARGO CLAIMS

The general rule is that the lawful holder of the B/L has title to sue. However, other cargo interests are able to file lawsuits in delict for any alleged damages. Notably, insurers are able to exercise subrogation actions.

In regard to demise clauses, the general rule is that the contractual carrier is liable for the whole transportation. In addition, the performing carrier is jointly liable for its part of the transport. Anyway, it is possible to agree that liability is imposed only on the performing carrier.



At Brooks Bells, Adrian Scales, Leonidas Villagran and Andres Vazconez



Generally, liability can be determined by way of statute or the contract. For example, if cargo damage is a result of defective stowage in the vessel then the Code of Commerce 2019 would be invoked due to the provision that assigns the master as responsible for supervising proper stowage.

Additionally, in regard to contracts of carriage by sea, the Code of Commerce 2019 recognises that parties are able to opt for arbitration by means of a previous agreement.

Moreover, the action is able to be initiated before the judges of the Ecuadorian port in which the ship or a sister ship was arrested.

## **LIMITATION OF LIABILITY**

Ecuador is not party to the Convention on Limitation of Liability for Maritime Claims 1976. The Code of Commerce 2019 includes provisions regarding the limitation of liability for carriers; however, these provisions only rely on Andean Community law and international conventions to which Ecuador is party. Currently, there is no community regulation, with the exception of specific limitations determined for multimodal transportation.

Regarding international conventions that include specific regimes for limitation of liabilities, Ecuador has been party to the Hague-Visby Rules. In fact, these rules are under denunciation to adopt the Hamburg Rules. Moreover, Ecuador is party to the International Convention on Civil Liability for Oil Pollution Damage 1992.

Regarding death or permanent incapacity to passengers, the Code of Commerce 2019 states a compensation of US\$48,200 (one hundred unified basic salaries). Furthermore, for injuries, the value of compensation is to be determined but with the same maximum amount; however, affected passengers are still able to initiate legal actions to be compensated according to what they consider appropriate.

Moreover, there is a general rule that limitation of liability is not to be invoked when the loss is as a result of malice or with knowledge that such damage would probably result.

## **REMEDIES**

### **SHIP ARREST**

Ecuador is party to the Arrest Convention 1999. Furthermore, Decision No. 487 of the Andean Community regulates arrest in line with this Convention.

A request to arrest a ship must be based on a maritime claim. For a definition of what a maritime claim is, the Code of Commerce submits to community law and international conventions to which Ecuador is party. Therefore, the International Convention on Arrest of Ships 1999 and the Andean Community Decision No. 487 are to be applied. Basically, both are similar in terms of provisions regarding the arrest of ships.



**Leonidas Villagran, and Cristina Quinteros of Villagran Lara Attorneys and Ernesto Escobar current delegate to the IMO Maritime Safety Committee.**

Sister ships can be arrested in Ecuador. In contrast, Ecuadorian law does not provide this possibility for associated ships.

Filing of an arrest petition requires evidence of representation of the party asking for the arrest. This means original or certified copy of a power of attorney duly translated when applicable and legalised or apostilled if it is issued in a foreign country.

Ecuador is party to the Arrest of Ships Convention 1999. Consequently, arrest of ships is possible as long as it is executed on the basis of a maritime claim, according to the closed list of 22 categories. Furthermore, under the 1999 Convention, the arrest of sister ships is possible.

In addition, Ecuador participates in the Andean Community of Nations. Therefore, the regulations of this entity are part of its legal system. The Commission of the Andean Community, through Decision of the Cartagena Agreement No. 487 on Maritime Guarantees and Preventive Arrest of Ships, adopted as community regulations the principles of the International Convention on Maritime Liens and Mortgages 1993. Therefore, these are mandatory regulations for all the countries of the Community: Bolivia, Colombia, Ecuador and Peru.

Although Colombia has not acceded to the Arrest of Ships Convention 1999 due to the fact that it belongs to the Andean Community, this Decision is part of its legal system. In the case of Ecuador, this regulation is published in the Official Registry 259 of 5 February 2001.

The aforementioned Decision 487 of the Andean Community, in line with the Arrest of Ships Convention 1999, indicates a closed list of 22 maritime categories that appear in the text of the Convention.



**Our friends of UK P&I Club John Hearn and Vicky Clarke, Ligia Condoy and Andres Vasconez of Power Maritima and Leonidas Villagran of Villagran Lara Attorneys**



## THE CODE OF COMMERCE 2019

Article 895 of the Code of Commerce of Ecuador 2019, when dealing with the arrest of ships, conceptualises as a creditor any person who alleges a maritime claim. Furthermore, it determines as maritime claims those established in the Andean Community decisions or current international instruments, thereby ratifying the closed list of 22 maritime categories that appear in both the 1999 Convention and Decision 487 of the Andean Community of Nations.

Likewise, it establishes that arrest or preventive seizure is any immobilisation or restriction on the sailing of a ship that is imposed by a judge. Additionally, article 927 of the Commercial Code confirms the principle that a ship can only be arrested by a judge's resolution and that the arrest should only be made by virtue of a maritime claim. The arrest of a ship is not possible for a claim that does not have the characteristic of being maritime.

Finally, it is established that the arrest of a ship to which maritime claim is alleged will proceed in accordance with the provisions of community decisions or international instruments.

## THE NAVIGATION ACT

On 14 June 2021, Ecuador adopted the Navigation Act, which is basically regulatory in nature. However, it includes some provisions through which the harbour master has powers to immobilise ships in the event of maritime accidents.

Thus, paragraph 12 of article 15 of this Act states the power of the harbour master to require, within the corresponding administrative process, certificate of insurance that guarantees coverage of the costs of damage to third parties.

On the other hand, article 133 prohibits sailing of a ship involved in a maritime pollution incident until the provision of a bond or guarantee in an amount set by the corresponding Harbour Master.

## THE GENERAL ORGANIC CODE FOR PROCESS

For the purposes of requesting the execution of an arrest of a ship, it is necessary to refer to the procedural rules determined in the General Organic Code for Process (COGEP).

Basically, the COGEP is a procedural code that maintains a special chapter on preventive measures, but in general terms, not specifically referring to the arrest of ships.

Thus, article 124 establishes that any person is able to request the arrest of the thing that is going to be litigated or the assets that secure the credit, and that this will be done by a first level judge.



**The Power Maritima team, Gabriel Gonzalez and Juan Patricio Corral of Intact Insurance in Cartagena**

Additionally, article 125 of the COGEP determines the general requirements for ordering the arrest of assets. Basically, these are evidence: (1) on the existence of credit; and (2) that the defendant's assets are in poor condition or with the possibility of disappearing or being hidden or that the defendant seeks to dispose of them.

Furthermore, once a claim for arrest has been filed, in accordance with article 127 the judge must call a hearing within 48 hours to hear the applicant and rule on the request. This hearing consists of a monologue, where the applicant is the only party, since the defendant party has not yet been summoned. The applicant must provide the elements to persuade the judge to grant the measure.

Additionally, and given the characteristics of our legal system, the applicant for an arrest measure is to provide evidence of its representation by presenting the document establishing its legal status or its power of attorney duly legalised or apostilled.

## **COURT ORDERS FOR SALE OF A VESSEL**

The judicial sale of a vessel can be requested upon a final judgment and also as an execution of a mortgage due to non-payment. Once the petition is filed, the vessel has to be officially seized, and the seizure needs to be registered in the harbour master's office.

Therefore, the judge will require the vessel to be appraised by a judicial expert. Parties are able to challenge the appraisal report in a hearing. After this, the judge decides the date for the auction, which is to be conducted via the official website of the judiciary.

Once offers have been submitted, the judge will call for a hearing to determine the best offer to be awarded. The judge will provide his or her decision, which will be considered as a title to be registered in the harbour master's office.

A judicial sale of a vessel in a foreign jurisdiction would be recognised by maritime authorities but a previous homologation will be needed before the Ecuadorian judiciary.



**Andres Vasconez, Jessie Villagran, Gabriel Reina of West (New York), Emily McCulloch of WOE, Ligia Condo, Leonidas Villagran, Alton Peralta and Leonidas Daniel Villagran**



## REGULATION

### SAFETY

In regard to the safety regime, Ecuador is party to the SOLAS Convention. Currently, the control of compliance with the Convention is under DIRNEA, an agency of the Ecuador army, as maritime authority.

The Navigation Act is a recent 2021 statute with the objective of guaranteeing safety in navigation. The Act includes the creation of the National Maritime Organisation, composed of several ministries presided over by the Minister of Defence. One of its main duties concerns safety. Therefore, it is expected that further regulations will set up a clear safety regime for the maritime sector.

### PORT STATE CONTROL

The Ecuador Navigation Act 2021 provides full authority regarding coastal, flag and port state control to the Navy and its agency – DIRNEA.

Ecuador is party to the Latin American MOU, the Latin American Agreement on Port State Control of Vessels also known as the Viña del Mar Agreement.

A vessel can be detained as a result of a port state control inspection. Inspections are usually based on documents and certifications to verify the normal condition of the ship, her equipment and crew. The maritime authority is able to execute specific inspections on site.

### REGISTRATION AND CLASSIFICATION

Any person or entity is able to own and register a vessel as long as they have full capacity to act or to be represented. Furthermore, shipbuilding contracts can be registered. Registration is to be done before the harbour master's office.

For the registration of vessels built outside Ecuador, the interested party needs to file a petition, providing evidence of ownership, classification documents and proof that the previous vessel registration was cancelled. In addition, documents that accredit that the ship was cleared in customs are required.

If the vessel is built in Ecuador and this is the first registration, then the interested party needs to provide evidence that the construction plans were approved by the DIRNEA along with classification documents and ownership evidence.

According to several regulations, certifications by classification societies that are members of the International Association of Classification Societies (IACS) are accepted in Ecuador. Moreover, any other IACS non-member classification society needs to be registered before the National Maritime Authority.



Sharing lunch in Cartagena with our friends of Shipowners Amy Bingham and Arsinoi Iliokaftou

Under general principles of Ecuador's civil law, a classification society can be held liable; for example, if a certification has been issued by negligent actions or omissions.

## ENVIRONMENTAL REGULATION

The Constitution of Ecuador states the following basic pillars in regard to pollution liability:

- A. strict liability; and
- B. no time bar for claims and enforcement related to pollution damages.

Moreover, Ecuador is party to the CLC Convention, and therefore there is direct action against liability insurers in regard to sea pollution-related claims but also to the limitation of liability as stated in the CLC Convention.

The Environmental Code 2017 and several related regulations state the procedure for marine pollution. Therefore, if pollution comes from a ship or a maritime terminal, the environmental authority has to be immediately notified and an urgent response plan needs to be implemented or produced with verification of the damage. Lack of notification or compliance entitles the environmental authority to impose huge fines. Remediation and compensation for damage are mandatory.

Pollution incidents in the sea are monitored by the maritime authority through DIRNEA. In a pollution incident, the Ministry of Environment may file a denouncement before the prosecutor to determine potential felonies. Moreover, the prosecutor is able to open an investigation even without a denouncement.

Therefore, the prosecutor may investigate potential felonies. Related felonies appear in the Penal Integral Code and include:

- A. pollution in the seas, with a penalty of imprisonment from three to five years (article 251);
- B. air pollution, with a penalty of one to three years (article 253); and
- C. criminal liability of entities, with these penalties according to the infringement: fines from US\$45,000 to US\$225,000, temporal closure and remediation of environmental damage (article 258).

## COLLISIONS, SALVAGE AND WRECKS

### COLLISIONS

Ecuador is not party to the Brussels Collision Convention 1910 but most of its principles have been introduced in the new Code of Commerce 2019 regarding apportion of liabilities according to the degree of fault, time bar (prescription) and the non-existence of legal presumptions of fault, valid also for internal waters.



The Power Maritima team with Jose Villegas of CargoCorp Underwriters in Cartagena



## SALVAGE

There is no mandatory local form of salvage agreement, but the Lloyd's standard form is normally used for international vessels. For some incidents involving towage services, confusion may arise if the service is merely a towage service or a salvage operation, thus involving discussions on the amount of fees. Certain towage services have specific rates determined by port authorities.

Salvage operations are regulated under the Navigation Act 2021 and the Code of Commerce 2019.

The Navigation Act states that no salvage operation has to be exercised without the consent of the master or shipowner according to the principles of international maritime law. Furthermore, operation that is related to salvage needs to be authorised by the harbour master and failure to comply is a breach of the law that would result in a fine.

The Code of Commerce 2019 regulations are basically under the principles and rules of the International Convention on Salvage, 1989.

## WRECK REMOVAL

Wreck removal orders are primarily based on environmental law. The Ecuador Constitution has included the strict liability principle for pollution incidents. Therefore, the shipowner is obliged to minimise or prevent pollution that may come from wrecks. Moreover, the Navigation Act states that the harbour master has authority to order removal of wrecks when there is an obstacle to safe navigation.

Ecuador is not party to the Nairobi International Convention on the Removal of Wrecks 2007.

## RECYCLING

Ship recycling is regulated under a resolution of 9 January 2014, issued by the Undersecretariat of Maritime Transportation of the Ministry of Transportation.

## PASSENGERS' RIGHTS

The Code of Commerce provides the main rules in regard to passengers' rights. Some of these rules are outlined below:

- in cases of force majeure regarding injuries to passengers or damage to luggage, the carrier is released from liability. However, the carrier is obliged to have insurance for these potential incidents;
- claims for loss or damage to luggage will include the loss resulting from non-delivery of the luggage in a reasonable time unless the delay was caused by *force majeure*;
- if a trip is cancelled, the passenger has the right to be reimbursed and to claim damages unless the cancellation is a result of *force majeure*;



Elena Talegón, Head of Marine Iberia  
and Ligia Condoy

- in cases of delay in sailing or arriving to the port of destination, the passenger is able to terminate the contract and request reimbursement and damages unless the carrier proves that it is not responsible for the delay;
- when the trip is interrupted temporarily, the passenger will have the right to accommodation and food with no supplementary payment, without prejudice to request termination of the contract and reimbursement. If the trip is interrupted permanently, the carrier will indemnify the passenger;
- in cases of death or injuries to the passenger or loss of or damage to the luggage, the carrier will be liable if death, injury, loss or damage are a result of guilt or negligence by the carrier or its servants or agents; and
- it is not possible to waive passengers' rights stated in the Code of Commerce 2019. Any stipulation in breach of this principle is considered not valid.

## SEAFARERS' RIGHTS

The MLC2006 was ratified by Presidential Decree on 1 April 2024 and is in force from 4 April 2026. Certain fundamental rights related to the MLC are already recognised by the Constitution of Ecuador, such as freedom of association and unions, the equal pay principle, the right to an adequate work place, non-discrimination, non-forced labour and the eradication of child labour. Besides, abandoning passengers or crew in foreign territories is considered a maritime infringement according to article 129 #1 of the Navigation Act.

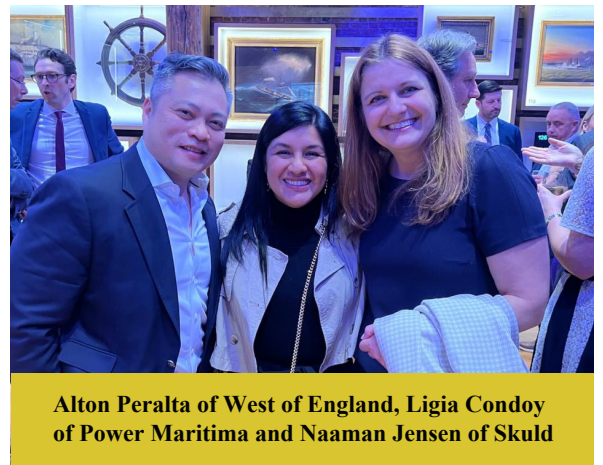
## OUTLOOK AND CONCLUSIONS

There have been important developments in the shipping industry, both commercial and regulatory, in the past few years. The new Code of Commerce 2019 provides a new set of updated rules regarding maritime law, such as contracts of carriage, charters, collisions and salvage, putting these laws in line with international principles of law. Notably, prior to this new Code of Commerce, the law regarding maritime commerce retained 19th-century concepts. Even where the Code is not perfect, it provides a better degree of certainty for the parties involved.

The new Navigation Act resolves an old discussion on which institution must lead. Former decrees divided the authority between the Ministry of Transportation and the Army, thus generating confusion among stakeholders. Currently, the Navigation Act states that the Navy, through DIRNEA, is the entity that leads the maritime regulatory regime, also known as the maritime authority. Therefore, this new Act also provides more certainty. The regulation of the Act was published on 30 June 2023. Nevertheless, there are certain provisions that still need to be reviewed or clarified.

Moreover, the recent ratification of the Maritime Labour Convention 2006 brings Ecuador implements the four pillars of the Maritime International Regulatory System, having only the Sixth Annex to the MARPOL (73/78) pending.

Finally, the recent ratification of the Hamburg Rules bring Ecuador to ratify a system already established in the Code of Commerce in most items. These rules provide an impact basically in relation to prescription (time bar) and limitation of liabilities for carriers.



**Alton Peralta of West of England, Ligia Condoy of Power Maritima and Naaman Jensen of Skuld**



Amendments are recent and therefore there are no developments regarding decisions made by the National Court. Nevertheless, on 30 March 2021, the Jury of Captains of Guayaquil began deciding collision cases using the apportion of liabilities principle from the Meridian case, No. 008-2019. Previously, the jury only decided to blame both parties with no mention of percentages using the doctrine of divided damages. The change in the Code of Commerce adopts the apportion principle, which provides a new way of deciding administrative cases.



**Hector Villagran Reinoso with Master Wang Yong at China P&I offices in Shanghai**



**Always great to connect with professionals from all over the world. Andres Vasconez, André Jebrayel and Leonidas Villagran**



**Andres Vasconez, Bjørn Flâm, Daria Avdeeva, Eleanor Scudder and Leonidas Villagran at the SKULD office in Oslo**



## MARITIME NETWORKING MEETING



**Michael Hanisch, Thomas Hanisch  
and Leonidas Villagran**



**Leonidas Villagran, Yaritza Lopez, Francisco Cabezas,  
Adm. Carlos Lopez, Genesis Torres,  
Cristina Quinteros and Alm. Eduardo Navas**



**Adm. Carlos Lopez and Bryan Andrade  
Undersecretary of Ports and shipping**



**Cesar Cisneros, Michael Paredes, Genesis Torres,  
Adm. Eduardo Navas and Sonia Roca**



**Karen Cedeño, Ligia Condoy and Melanie Arechua**



**A memorable gathering with The Nautical  
Institute Ecuador and Youngship community**



Dr Leonidas Villagran and Admiral Eduardo Navas took part in the Second National Workshop, ‘Moving Towards Maritime Sustainability in Ecuador: Energy Transition, Technology and Innovation for an Efficient and Future-Proof Maritime Sector’, as representatives of The Nautical Institute Ecuador.

The event took place in the city of Guayaquil as part of Phase II of the Global Network of Maritime Technology Cooperation Centres (GMN).

Through conferences, panel discussions and practical activities, the challenges and opportunities facing Ecuador’s maritime sector in relation to the energy transition, alternative fuels, technological innovation and decarbonisation were analysed.



**ADM. Eduardo Navas, Javier Díaz, MTCC Latin America Project Manager and Leonidas Villagran**



**Second National Workshop, ‘Moving Towards Maritime Sustainability in Ecuador: Energy Transition, Technology and Innovation for an Efficient and Future-Proof Maritime Sector’**

The National Merchant Navy School (ESMENA) celebrated 60 years of service, having trained, since 1966, generations of professionals committed to Ecuador’s maritime and fisheries development.



**Leonidas Villagran, Calm. Ramiro Armijos (Director of DIRNEA, Yaritza Lopez and Captain Roberto Velasco (Commander of the Ecuador Coast Guard)**



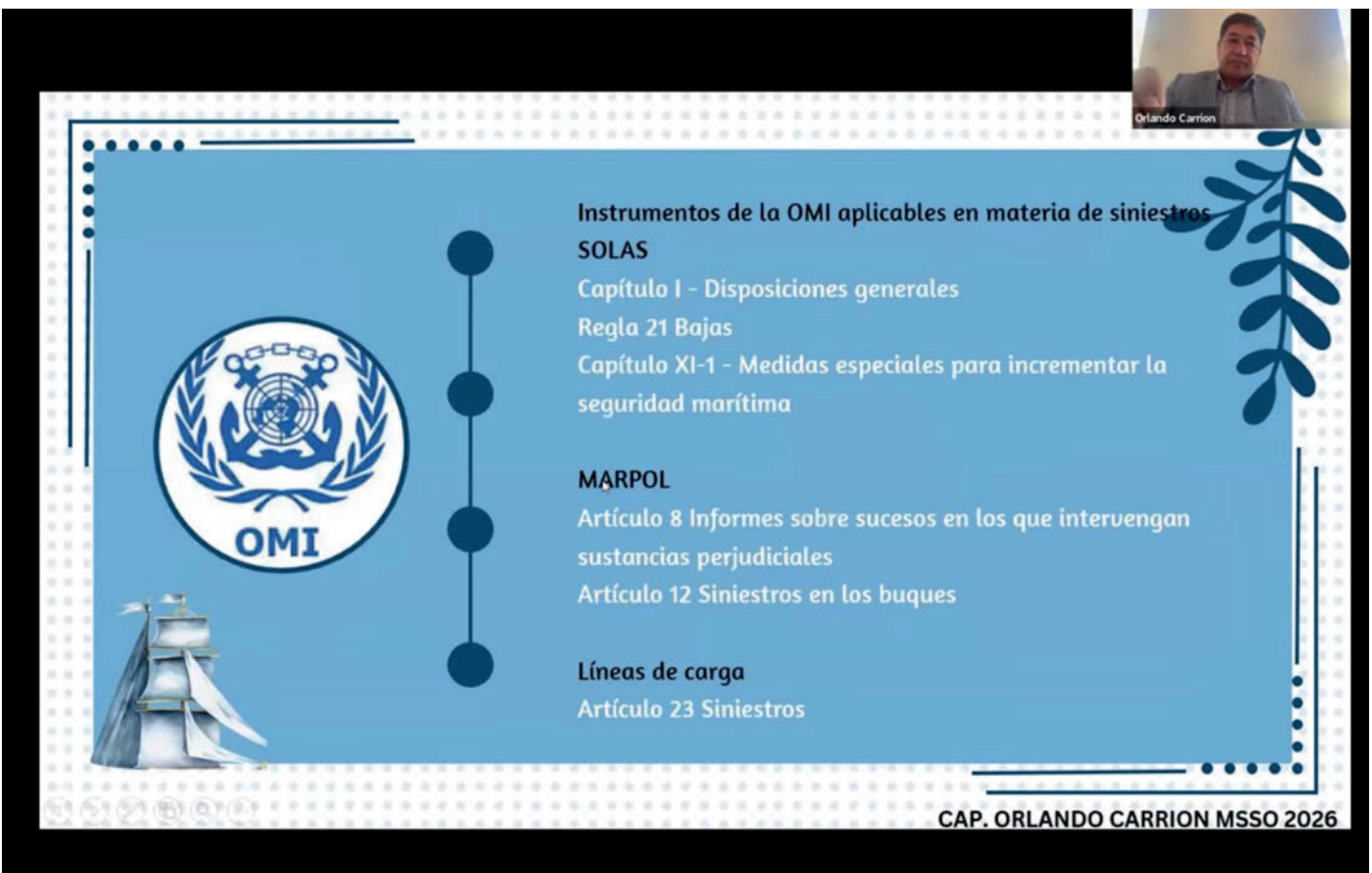
**Yaritza Lopez of VL and Captain Romulo Donoso director of the National Merchant Marine School of Ecuador**

VL Talks is a space for dialogue and professional exchange to discuss current issues, share experiences and address relevant developments in the maritime, insurance and legal sectors organised by VL attorneys.

## MARITIME ACCIDENT PREVENTION

Captain Orlando Carrión, Vice President of the Ecuadorian Merchant Marine Officers' Association, delivered a presentation on maritime accident prevention, outlining the international regulatory framework applicable to casualty investigations.

During his presentation, Captain Carrión detailed the key instruments of the International Maritime Organization (IMO), including the SOLAS Convention, the MARPOL Convention, and the International Convention on Load Lines, as well as the Casualty Investigation Code.

**Instrumentos de la OMI aplicables en materia de siniestros**

**SOLAS**

- Capítulo I - Disposiciones generales
- Regla 21 Bajas
- Capítulo XI-1 - Medidas especiales para incrementar la seguridad marítima

**MARPOL**

- Artículo 8 Informes sobre sucesos en los que intervengan sustancias perjudiciales
- Artículo 12 Siniestros en los buques

**Líneas de carga**

- Artículo 23 Siniestros

CAP. ORLANDO CARRION MSSO 2026



## ORGANISED CRIME IN THE MARITIME SECTOR

Captain Cristian Fiallos Peralta, Ecuadorian Navy, delivered a presentation on Organized Crime in the Maritime Sector, addressing key concepts such as Hinterland, the land-based area influenced by a port, and Foreland, referring to the maritime routes connecting ports with external markets.

Captain Fiallos explained how organized crime exploits the maritime logistics chain, emphasizing that criminal activity does not originate at sea but rather on land, through illicit markets and informal economies. He also highlighted how criminal organizations seek to conceal their activities within legitimate trade and exploit vulnerabilities throughout the global maritime supply chain.



VL Conversatorios

VILLAGRÁN LARA  
abogados

PONENTE:  
CPFG -  
**CRISTIAN FIALLOS**

LIDERAZGO, EXPERIENCIA Y COMPROMISO  
CON LA EXCELENCIA MARÍTIMA

PRÓXIMA EXPOSICIÓN  
TEMA:  
**“CRIMEN ORGANIZADO  
FRETE AL SECTOR MARÍTIMO”**



## Marine Insurance International Conferences 2026 - 2027

The Nautical Institute Ecuador and Young Ship Ecuador promotes the Marine Insurance International Conferences. The Sessions feature a series of high-level presentations led by distinguished professionals and industry specialists, addressing relevant topics and current challenges in marine insurance. The conferences are developed in Spanish and produced by Power Maritima and VL Attorneys.

### OUR DISTINGUISHED SPEAKERS:



### CONFERENCES

- **23 JUN 2026: P&I:** The Hamburg Rules and Marine Insurance
- **05 AUG 2026: P&I:** Towage Claims
- **26 AUG 2026: P&I:** Wreck Removal
- **09 SEPT 2026: P&I:** Pollution Response
- **02 OCT 2026: P&L:** Cargo Claims
- **28 OCT 2026: P&L:** People Claims
- **18 NOV 2026: P&I:** Collisions Incidents

MORE CONFERENCES TO COME...





## THE HAMBURG RULES AND MARINE INSURANCE

During this session, Gabriel Reina and Leonidas Villagran discussed the Hamburg Rules and marine insurance, in a webinar hosted by The Nautical Institute Ecuador and YoungShip Ecuador. Gabriel Reina is a Senior Claims Handler at West P&I in New York.

He has extensive experience in contract drafting and negotiation, legal representation in commercial matters, and providing consultancy to arbitration tribunals.

Gabriel Reina is an Ecuadorian attorney and a Senior Claims Handler at West P&I in New York. He holds a LL.M. in Maritime Law (Distinction) from the University of Southampton, United Kingdom, a Certificate in Cargo Claims Handling and Procedures (Distinction) from IATA, Switzerland, and has completed the Advanced Arbitration Course at Universidad San Pablo CEU, Spain. He obtained his law degree from Universidad Católica de Santiago de Guayaquil, Ecuador.

He has extensive experience in contract drafting and negotiation, legal representation in commercial matters, and providing consultancy to arbitration tribunals.

The poster is for a webinar titled "Reglas de Hamburgo y Seguros marítimos". It features two speakers: Gabriel Reina, LLM, Senior Claims Handler at West P&I, New York, and Leonidas Villagran, LLM, Senior Partner at VL Abogados, Ecuador. The event is scheduled for 23 Jun 2026, from 09h30 to 11:00, in Guayaquil GMT-5 via Zoom. Logos for The Nautical Institute Ecuador Branch and Ship Young Ecuador are at the top. At the bottom, it mentions "Jornadas Internacionales de Seguros Marítimos 2026 - 2027" and lists sponsors: WEST, VILLAGRAN LABA, and several maritime organizations including UTC and the Ecuadorian Maritime Insurance Association.



Marine Insurance International Conferences 2026 - 2027

## P&I: TOWAGE CLAIMS

The presentation focused on towage claims under P&I insurance.

The poster is for a seminar titled "P&I: Reclamos de remolque" (P&I: Towage Claims). It is part of the "Jornadas Internacionales de Seguros Marítimos 2026 - 2027". The event is scheduled for August 5, 2026, from 09h30 to 11:00, in Guayaquil, GMT-5, via Zoom. The speakers are Giselle Villanueva, Head of Claims - Americas at The Shipowners P&I Club London, and Ligia Condoy, Gerente General at Power Marítima Ecuador. The poster includes logos for The Nautical Institute Ecuador Branch, Ship Young Ecuador, and the Shipowners' Club. A QR code for registration is also present.

Giselle Villanueva joined the Shipowners' Club in 2014 as a member of the Americas Syndicate and progressed to Head of Claims – Americas, handling a wide variety of P&I claims. In 2019, Giselle qualified as a solicitor in England and Wales and has since also handled Legal Costs Cover claims for the Club's Members worldwide.

She has completed her P&I qualification and is a fluent Spanish speaker. In addition to her role as Claims Syndicate Manager, Giselle is also the Correspondent Manager for the Club and sits on the Correspondent Committee of the International Group.



Marine Insurance International Conferences 2026 - 2027



## P&I: WRECK REMOVAL

Rafael A. Diaz-Oquendo, and Cristina Mujica Perret-Gentil talked about wreck removal with a P&I perspective.

Rafael is the Vicepresident Americas of Thomas Miller and UK P&I Club's Regional Manager for Latin Americas and with responsibility for handling claims for Members in the Americas, mainly focusing on South and Central America.

He joined the Club in 2016. Prior to that, he worked for a law firm in Venezuela, where he practiced maritime law and oil & gas law for 16 years, in cases involving several jurisdictions in Latin America.

Rafael is a lawyer from Venezuela with an LLM degree in admiralty and maritime law from Tulane University of Law.

Cristina is an attorney at the international law firm Clyde & Co, where she is part of the Maritime and Trade Law department. She is also a Full Member and has served as Treasurer of the Venezuelan Maritime Law Association since 2016; Founding Member and National Coordinator of the Young Lawyers Committee of the Venezuelan Maritime Law Association; Full Member of the Ibero-American Institute of Maritime Law; and a member of WISTA Venezuela. She is also a Certified Public Interpreter in English- Spanish / Spanish-English

**The Nautical Institute**  
Ecuador Branch

**Ship Young**  
Ecuador

**P&I:  
Remoción de  
escombros**

26 Ago 2026  
09h30 a 11:00  
hora Guayaquil  
GMT-5  
vía Zoom

Registro

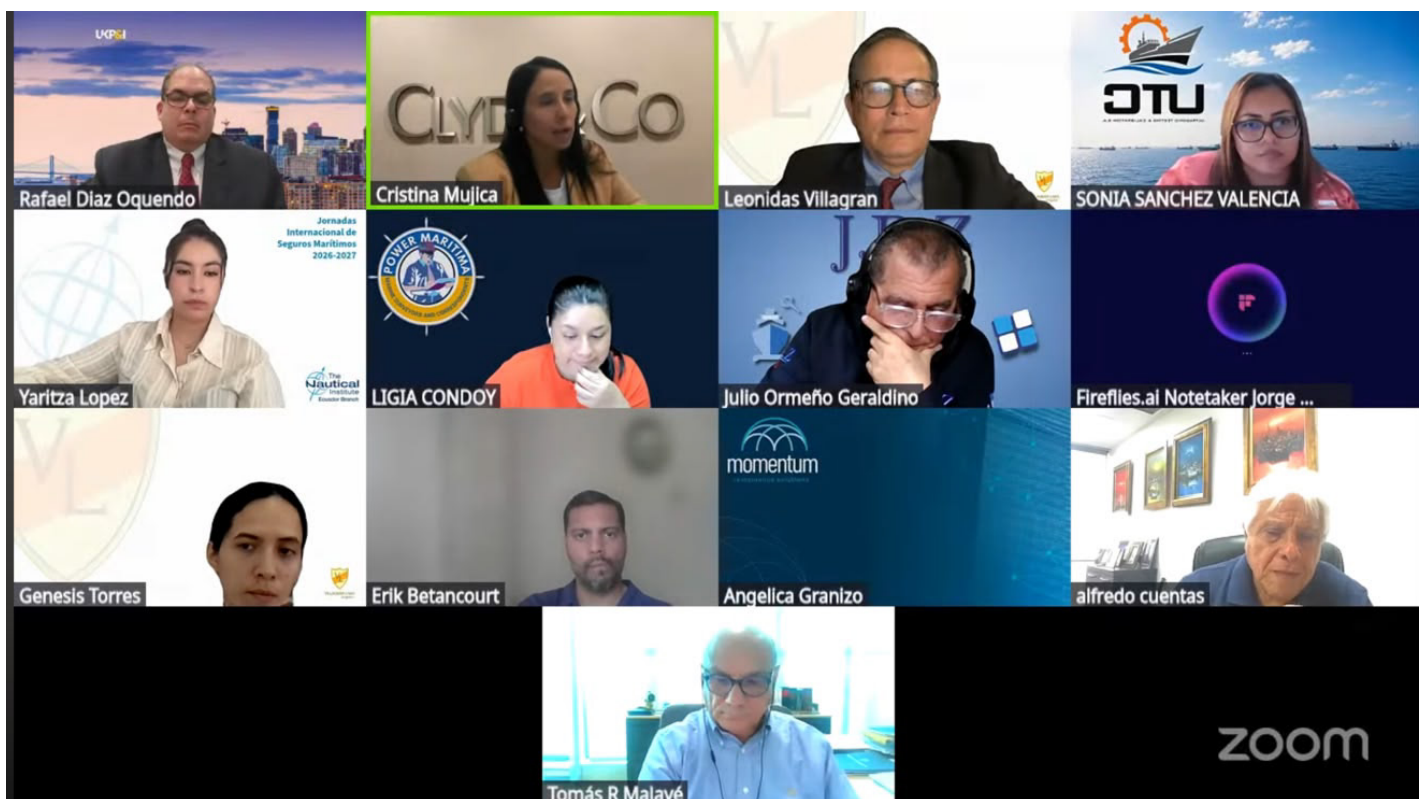
**Rafael Díaz-Oquendo**  
Vicepresidente - Americas  
Thomas Miller - UK P&I Club  
New York

**Cristina Mujica**  
Presidente  
Asociación Venezolana de  
Derecho Marítimo

**Jornadas Internacionales de Seguros Marítimos  
2026 - 2027**

**UKP&I**

VILAGRAN LARA  
UTC



Marine Insurance International Conferences 2026 - 2027

## P&I: POLLUTION RESPONSE

Claudia Botero Götz lectured about P&I: Pollution Response. She is the vice president for Latin America at Gard AS in New York and is a maritime lawyer admitted to practice law in New York.



**P&I: Respuesta a contaminación**

9 Set 2026  
09h30 a 11:00  
hora Guayaquil GMT-5  
vía Zoom

**Jornadas Internacionales de Seguros Marítimos 2026 - 2027**

**Claudia Botero-Götz**  
Vicepresident - Americas  
GARD P&I Club - New York

Logos: The Nautical Institute Ecuador Branch, Ship Young Ecuador, Gard, Villagrán Lara abogados, Ecuadorian Maritime Authority, LTC, and others.

Prior to joining Gard in 2006, Claudia worked at several maritime law firms, often appearing in state and federal courts.

Being well-versed in maritime arbitration and litigation, at Gard Claudia handles both P&I claims (including marine casualties, pollution matters and cargo claims) and defense matters for both ship owners and chartering members based in Latin America.

Claudia is also a founding member of WISTA USA, and co-chair of the WISTA NY/NJ chapter.



**Jornadas Internacional de Seguros Marítimos 2026-2027**

Yaritza Lopez of VL Attorneys is the academic coordinator of the conference sessions, contributing to the development and coordination of all events.

## Marine Insurance International Conferences 2026 - 2027



## P&I: CARGO CLAIMS

Marcela Pineda Fonrodona of Steamship Mutual will discuss about P&I: Cargo Claims.

Marcela is Steamship Mutual's Claims Manager since 2024. Previously, she served as a Claims Executive at Skuld P&I. She has more than 15 years of experience in P&I Clubs and is a Colombian national.

The event will be led by Javier Franco renowned Colombian jurist, expert in maritime law, director of the logistics observatory of the Externado de Colombia University, former president of the Colombian Association of Maritime Law.



### P&I: Reclamos de carga

2 Oct 2026  
09h30 a 11:00  
hora Guayaquil -  
Bogotá - Lima GMT-5  
vía Zoom

Registro 



**Marcela Pineda**  
Gerente de Reclamos  
Steamship Mutual  
Chipre

**Javier Franco**  
Socio  
Franco & Abogados  
Asociados / Colombia

### Jornadas Internacionales de Seguros Marítimos 2026 - 2027



Marine Insurance International Conferences 2026 - 2027

## P&I: PEOPLE CLAIMS

Miguel Caballero will speak about P&I: People Claims. He is an In-house Solicitor of CPI Services (UK) Ltd. He obtained a L.L.B. in Law from the University of Deusto in 2012 and a L.L.M. in International Trade Law from the University of Essex in 2014.

He is qualified as a Spanish attorney (since 2013) and as a solicitor in England and Wales (since 2019). He is a member of the Institute of Chartered Shipbrokers and the Spanish Maritime Law Association. His past experience spans private practice (both in Spain and the UK) and in-house roles, including positions at two IG P&I Clubs, a shipowner and a ship operator.

He joined CPI in October 2025 to provide English law advice services and the training of Members in terms of English law/shipping issues. Miguel is fluent in English and Spanish (native), with limited proficiency in



### P&I: Reclamos de personas

**28 Oct 2026**  
**09h30 a 11:00**  
**hora Guayaquil GMT-5**  
**vía Zoom**

Registro





**Miguel Caballero, LLM**  
In-house Solicitor - Londres  
CPI Services (UK) Ltd

### Jornadas Internacionales de Seguros Marítimos 2026 - 2027



中国船东互保协会  
China Shipowners Mutual Assurance Association



Marine Insurance International Conferences 2026 - 2027



## P&I: COLLISION INCIDENTS

Marcela Pizarro will lecture about P&I: Collision Incidents. She brings more than 15 years of experience in the maritime industry, having worked as an in-house lawyer for a shipowner in Latin America and later as Director of Insurance for a major shipping line in the United States. She is highly experienced in handling large casualties and contract disputes across the tanker, ro-ro, bulk, and container sectors, and joined Britannia in 2022.

As a qualified Chilean attorney, Marcela holds an LL.M. in Maritime Law from the University of Southampton and an LL.M. in American Law from Seton Hall University. She handles a full range of P&I and FDD matters, bringing extensive legal and commercial expertise to support our Members.

Fluent in English, Spanish, and Italian, Marcela is recognised for her dynamic approach, strong problem-solving skills, and ability to resolve complex legal issues across multiple jurisdictions.



### P&I: Siniestros de Abordaje

**18 Nov 2026**  
**09h30 a 11:00**  
**Guayaquil-Bogotá-Lima**  
**GMT-5**  
**vía Zoom**



**Marcela Pizarro**  
Directora Asociada  
Britannia P&I  
New York

Registro



**Jornadas Internacionales de Seguros Marítimos 2026 - 2027**



**CONFERENCES WILL CONTINUE UNTIL APRIL 2027**

**Marine Insurance International Conferences 2026 - 2027**



**Market Summit 2026 in Quito: Ligia Condoy and Leonidas Villagran with Andres Morales Leoro of Momentum**



**Diana Proaño, Grace Weissler, Gabriel Reina, Ligia Condoy and Leonidas Villagran**



**VL attorneys delegation at Miami Reinsurance Week 2026**



**Grace Weissler, Ligia Condoy, Maria Amalia Cruz and Leonidas Villagran. Lloyd's market meeting at Miami Reinsurance Week**





**At the West of England office in New York. Alton Peralta, Kevin Albertson, Leonidas Villagran, Gabriel Reina, Ligia Condoy, Andres Vasconez, Emily McCulloch, Grace Weissler and Diana Proaño**



**Dinner with GARD team in New York. Andres Vasconez, Katrine V. Skaarup, Cheryl Acker, Leonidas Villagran, Evanthia Coffee, Claudia Botero-Gotz, Grace Weissler, Ligia Condoy, Diana Proaño and Müge Anber-Kontakis**



**Garry Frost, Andres Vasconez and Jonathan Spencer at the ALSUM Congress**



**Andres Vasconez, Ligia Condoy and Neil Beckwith, Claims Director at the UK P&I Club**





**With our friends of Brookes Bell in Liverpool. Andres Vasconez, Adrian Scales , Leonidas Villagran, Marcelo Rodrigues and Stephen Shaw of PSA Marine**



**Andres Vasconez, Ligia Condooy, Craig McBurnie and Mike Robinson of NorthStandard P&I Club**



**Power Maritime Team with Ian Grainger and Takeisha Barrow of Shipowners**



**Andres Vasconez and Enam Hussain, Head of Operations for Members in the Middle East from West of England along with colleagues correspondents based in Malta**



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