

The Quayside Dilemma

What Europe's Military Mobility Turn Really Asks of the Towage Sector

The Christmas Tow

28 December 2024 · Gulf of Finland



THE TANKER

Eagle S

Cook Islands flag. Russia-linked shadow fleet.

Dragged her anchor ninety kilometres across the floor of the Gulf of Finland on Christmas Day, severing the Estlink-2 power cable and four telecommunications cables.

Boarded by Finnish special forces from helicopters on Christmas night.

THE TUG

Ukko

Commercial harbour tug. Commercial contract. Commercial mariners.

On the morning of 28 December, sailed out of Kilpilahti, took up station alongside the detained tanker, and moved her under control to inner anchorage near Porvoo.

Her master found himself — more or less without warning — an instrument of European security policy.

Eagle S — by the numbers

The financial and legal picture of one hybrid maritime incident.



REPAIR BILL

€60m

Estlink-2 cable. Service restored August 2025.

RECOVERED FROM INSURANCE

€0

Vessel effectively uninsured. Flag-state declined to act.

AWARDED TO DEFENDANTS

€195k

Helsinki District Court costs award after dismissal.

UNCLOS Art. 97(1) places jurisdiction with the flag state — the Cook Islands took no action.

What Brussels has built



The most significant peacetime expansion of EU strategic infrastructure policy since the original TEN-T programme.

5 Feb 2025

19 Nov 2025

15 Dec 2025

4 Mar 2026

H2 2026

**ECA Special Report
04/2025**

**COM(2025) 847 +
JOIN(2025) 846**

Council partial mandate

COM(2026) 112

Trilogues expected



Auditors: Action Plan 2.0 'not built on solid foundations.'

Military Schengen Regulation + Joint Communication. Co-decision.

CEF-III; financial issues held for MFF trilogue.

EU Ports Strategy. Foreign-ownership screening framework.

The drafting window for the next decade closes here.

What COM(2025) 847 names — and what it doesn't



NAMED EXPLICITLY

In Art. 21(1), priority-access list:

- Ports and port terminals
- **Pilotage areas**
- Maritime traffic management
- Sea lanes, fairways
- Berth allocation (Art. 21(5))

REACHED BY CROSS-REFERENCE

In Art. 34(1)(c) only, by reference to Reg. 2017/352:

'Providers of port services'

Reg. 2017/352 defines port services to include towage. But Art. 34 captures the operator only for SDI protection obligations — not for priority access, not for requisition, not for compensation.

NOT NAMED IN THE TEXT

Anywhere in the Regulation:

- **Towage**
- **Tugs**
- Salvage
- Port services as a category for priority access
- Requisition of services

Six unresolved questions



1 REQUISITION

Art. 38 framework — how will Member States transpose, and on what terms?

2 INSURANCE

IG P&I war-risk excess terminates automatically on requisition. Then what?

3 OWNERSHIP

Art. 34(1)(b) reaches existing risks of foreign ownership of SDI. Reaches us how?

4 CREWING

ETF: states can only requisition under their own flag. What of internationally-crewed tugs?

5 OPPORTUNITY COST

Art. 21(7): 'no compensation shall be due to other affected transport users.'

6 THE COLLECTIVE

What is being asked of this sector — and on what terms?

The attachment point



COMMERCIAL COVER

Customary towage

UK P&I Rule 13A covers customary towage. War risks excluded under Rule 5E. Excess cover via Appendix I — limit \$500m; buy-back sub-limit \$125m; Russia/Ukraine/Belarus exclusion.

THE TERMINATION

Automatic

UK P&I Circular 02/26, verbatim: cover "shall terminate automatically ... in the event of such ship being requisitioned either for title or use." Standard across IG clubs.

STATE INDEMNITY

Bifurcated

Art. 38 (hard requisition): compensation REQUIRED.
Art. 21(7) (priority access during EMERS): "no compensation shall be due."

The Regulation has thought about compensation. It has structured it deliberately. Art. 38 requires it for hard requisition. Art. 21(7) denies it for priority-access displacement during EMERS — the more operationally common scenario. Meanwhile, on the underwriting side, IG war-risk excess cover terminates automatically at the moment of state action.

Who is already in the conversation

And who is not.

IV

ALREADY SHAPING THE DEBATE

European Court of Auditors

Special Report 04/2025: Action Plan 2.0 'not built on solid foundations.' Flags risk that 'private operators' interests may diverge from public ones.'

European Economic and Social Committee

Formal opinion on COM(2025) 847: calls for stronger guarantees for civilian operators and personnel involved in military mobility.

European Transport Workers' Federation

Livia Spera, 19 Nov 2025 (same day as proposal): 'Security that sacrifices workers is no security at all.' Observes the Communication fails to mention workers once.

ABSENT?

From the public legislative record on towage:

- No formal sector position on COM(2025) 847
- No joint industry statement on the absence of towage from Art. 21
- No published consultation response on the Ports Strategy located
- No submitted amendment in the public record
- No public testimony before relevant Parliament committees

The window

Not eighteen months. Now.



The architecture that will govern dual-use towage for the next decade is being written now. Amendments to Article 21, Article 34, and Article 38 are being drafted in the offices of MEPs. Council positions are being shaped by officials whose mandates do not yet include towage

G A P S I N L E G I S L A T I V E D R A F T I N G A R E C L O S E D I N O N E O F T W O W A Y S

E I T H E R

The sectors affected step forward and ask for the language they need — they get a draft, a compromise, a recital, perhaps an article.

O R

They do not — the language is settled without them, and they spend the next decade discovering what they signed up to.

Agency or conscription

AGENCY MEANS

- Securing explicit reference in Art. 21 alongside pilotage
- Amending Art. 21(7) so compensation is structured, not excluded
- Clarifying which national framework under Art. 38 applies cross-border
- Defining the attachment point between IG war-risk termination and state indemnity
- Pricing standby and availability into the dual-use envelope

CONSCRIPTION MEANS

None of the above.

EMERS activates one day on the European coastline. A receiving Member State takes six hours' notice. Priority access displaces commercial traffic. Art. 21(7) tells displaced operators no compensation is due. The war-risk excess cover of every requisitioned vessel terminates automatically.

The sector discovers in the working week that follows what it has been signed up to.

Before any operator leaves this conference

Three questions worth considering...

- 1** *Who pays the P&I and war-risk premiums when EMERS is activated and the IG excess cover terminates automatically on requisition?*

- 2** *Under which provision will my tug be taken — Art. 38 with compensation, or Art. 21 priority access without — and who decides which applies?*

- 3** *What is the legal status of my crew when berthing a vessel in a JWC-listed zone, with ETF flagging flags-of-convenience as security risk?*

When the state takes the wheel,
**the private sector needs to know who is
paying for the fuel and the fallout.**

Thank you.