

Civil Liability Resulted from Nuclear Accidents and its Effect on Environment

Behnam Abbasi

Faculty of Humanities, Shahmirzad Branch, Islamic Azad University, Shahmirzad, Iran

ABSTRACT

The present research is about civil liability resulted from nucleic pollutions. The real purpose of this paper is to find out a suitable base for any resulted liabilities for damages out of nucleic power plants and also other related factors with radioactive and pollutions). Generally there are 2 major basics for civil liabilities. Failure and Risk (Absolute responsibility). Any liability based upon failure is the major title of article 1 of Civil Responsibility Law in Iran. Pursuant to the absolute legal rules and regulations we should refer to the origin except for the wording. According to the made investigations about nucleic activities, it has been revealed that not only any liability based upon failure is not a suitable system for such natural dangerous activities but also it is not justice even to assume any failure accordingly. Since any resulted damages out of these activities are really great and it is somehow impossible to prove any failures due to hidden and complexity of these activities and in most cases there is not any failure, therefore all damages remain non-compensated. Therefore it is necessary to apply a theory for finding any suitable base for compensation of any damages out of nucleic activities. Absolute responsibility is the best pattern for any liability in nucleic law. In fact we have absolute responsibility as a suitable coverage in compliance with non-common and serious dangers. It is a base for any responsibility through interpretation of normal rules as well.

Keywords: Nucleic accidents, civil liability, Iran.

INTRODUCTION

Nucleic activities are so much important in our time. There is special attention to which since not only it has facilitated our life has made it really dangerous like other industrial advantages. Due to the dangerous nature, any resulted damages are very considerable and critical. In case of any atomic accident in any part of the country, resulted pollutions out of which could not be limited only to the same area and country.

It may be expanded to a large area with further material and bodily losses. Remind of Chernobyl atomic accident in 1986 is a sign of these realities. Human being has been involved with such disorders which may endanger human life and therefore it is seeking to find a solution for it. It has been resulted in different meetings for this purpose. It is necessary for legal science to enter into such an involvement and regulate an atomic relations and activities as well. The nature of atomic activities and type of fatal accidents of it make it necessary to have a special civil liability system. This is because all public rules of civil liability rights could not response these cases. As a result it is necessary to have a special atomic civil liability.

Our purpose is to study such an atomic civil liability and find out how will be the situation of any presenting of problems in civil liability rights specifically for atomic accidents.

This is important because of specifying any change of legal rules and regulations in facing with development a special field of industry and technology. It may make it clear that how much the legal rules are based upon technology development and modern industries promotion. Therefore there is no more chance for law science only to regulate all behavioral rules of it. It is also necessary for our country to study such rules and regulations in legal system and find out any reply for these problems. Consequently our real goal is to find any answers to the following major questions:

- 1- How is the special system of atomic civil liability throughout the world?
- 2- How could our legal rules and regulations reply to the relevant problems of atomic civil responsibility?

Because of extra-ordinary importance of nucleic activities in last century and right now – either from its advantages or resulted damages viewpoint- it has made most countries to have a special attention to which in their policies and make special rules for this purpose.

We have various approved world and aerial conventions at international level in which there is a special attention to all different angles. For example we have a discussion of atomic damages and resulted liability out of which as a major part of rules of atomic conventions in which some special regulations presented for atomic civil responsibility.

Regarding the special activities and atomic accidents and also resulted damages out of which, current rules and regulations of civil responsibility are not satisfying as well. As we will mention later, it is really necessary to establish a special system with specific rules and regulations for atomic accidents and damages accordingly. Firstly the rules have been approved for domestic rules of countries and then the governments managed to confirm some aerial and world conventions for this purpose. Firstly all conventions are explained as international resources and

then there is a brief explanation about domestic rules of the countries with atomic industry. It could be considered as the relevant rights of atomic civil responsibility:

Relevant "Paris convention about third party liability in the field of nuclear energy" was approved on 20.June.1960 under the attentions of Atomic Energy Agency and OECD/NEA Organization and by members of the same organization at Paris. This convention is an aerial one.

All members of OECD have a free membership at Paris Convention in order to join it only with a simple annex. But those countries which are not a member of OECD, ma be accepted as a member only if all member countries agree with this (Article 21 of Paris Convention). Meanwhile Paris Convention is a Europe one while even non-European NEA members are not a member of it (Like Australia, Canada, Japan, Korea, Mexico and U.S.A). This convention is responsible to specify any Strict responsibility of the beneficiary and only limited to a sum of 5-15 million SDRs. (Article 7 of convention).

Regarding the current shortages and any later necessities, all governments manged to complete and modify mentioned Paris Convention. One of the said shortages and defects was the problem of limited liability of the beneficiary.

All worries were about very low level of this liability. Even before approving of Paris Convention, all government were aware about the real reason of limited liability of the beneficiary for which a major part of resulted damages out of atomic accidents remained non-satisfied.

Six major members of European Atomic Energy Society (Eurotom) provided a good situation for concluding another convention as a complementary of Paris convention in order to provide additional and more amounts by member governments and compensate any damages. About 13 concluding countries of Paris Convention signed another convention under the title of "Brussels Convention Supplementary to the Paris Convention" on 31.January.1963. The most important specification of Brussels convention is modifying and completion of damage compensation system from point of view of supplying another ways for adding any amounts for mentioned compensation.

There were two other protocols approved in 1964 and 1982 about both Paris & Brussels conventions. Protocol 1964 could harmonize any regulations of Paris & Brussels in compliance with regulations of Vienna Convention 1963. Protocol 1983 changed the unit of special Drawing Rights of International Monetary Func and created partial technical betterments.

Then in 1997, IAEA could modify Vienna convention and also approved complementary convention of atomic damages. Therefore all member countries of Paris Convention intended to have a technical modification of convention and increase the amounts specified from compensation of damages in both three rows at Brussels Convention. Then the total amount of compensation reached to 1500 million Euros which is a suitable function for supervision on further compensations.

At that time , both NEA & OECD started to work on Paris Convention when IAEA decided for convention to be ready for the same subject of atomic civil liability as well.

On 21.May.1963 all members of IAEA approved "Vienna Convention on Civil Liability for Nuclear Damage. The mentioned convention was applied in 1977. In contrast with Paris & Brussels conventions which belonged only to member countries of OECD, Vienna convention has a potential world scope and could be applied for all countries of the world.

The above-mentioned convention had only 10 members up to Chernobyl atomic accident (1986) from which only 2 had active atomic ractors. But it has 32 members right now.

The content of current Vienna convention is completely similar to the Paris convention with the same fundamental principles.

Both Vienna & Paris conventions have two major common goals: Firstly: They have common atomic civil liability for fundamental goals. Secondly: They have created a special system of legal rules for those who have faced with atomic accidents and make it easy to arise any claims for damages in foreign countries except for the country with probable occurrence of atomic constructions.

Chernobyl atomic accident could reveal major defects and systematic shortages in application and limitations of both Vienna & Paris conventions.

Followings are some of the mentioned shortages:

Limited geographical scope included in convention in a way that lower damages could be applied in those countries which were not a member or those accidents occurred in non-member countries, Incomplete & limited definition of atomic damages, Lack of determining and submission a solution for compensation of any damages for which financial guarantee of the operator is not enough and .. therefore due to the mentioned defects most member countries of Vienna convention intends to modify the case accordingly. But in practice there was no more functions for a long-term. Then in 1997, mentioned governments made an important decision for betterment of liability system and compensate of atomic damages. On 12.September.1997, representatives of 80 countries approved another protocol under the title of "Vienna Convention on Civil liability for Nuclear Damages" (1997). That protocol made important modifications most of which were in parallel with the same defects of Vienna convention. This protocol has extended the meaning of compensable atomic damages. For instance it has considered different damages as compensable as possible such as any environmental damages, renovation costs, economic losses, preventive functions costs and lack of profits out of any damages to the environment due to the relevant pollutions (Article 2-2 of protocol).

Common protocol related to Vienna & Paris Conventions

In spite of high level of careens for creation, the current regime of atomic civil liability was not completely suitable as well. It was unsuitable especially from international viewpoint.

Philosophy of establishment a common protocol

Vienna & Paris conventions were the major factors for atomic civil liability. These two conventions had no common member. Therefore they had limited number of members.

Only Western Europe countries were the members of Paris convention which is a small part of ground lands. Vienna convention includes those countries with lack of atomic energy industry from one side and some industrial ones of Western Europe on the other hand which were not a member of Vienna convention. Public rules of private international rights and atomic civil liability system were not responsible for atomic accidents and were so much incomplete. There were a lot of solutions for solving the mentioned problem. One solution was reviewing Vienna convention in a way to find more suitable rules and accept more countries as its members.

The other solution was the acceptance of membership in another convention by member countries in another convention in order to be liable and responsible against other convention's members.

There were some other solutions including: Liquidation of Vienna convention and remain of Paris one, Liquidation of Paris convention and remain of Vienna convention, promotion of land scope of both conventions, approving a new convention and finally creation a communicative bridge between both conventions through approving a common protocol.

Except the recent one, any one of the above-mentioned solutions could not find a suitable result. Therefore it was necessary to create a communication bridge between both conventions. At the middle of 1970 there were some discussions about any relations between both Vienna & Paris Conventions as well. Finally the result of discussions made at Diplomatic conference in Sept.1988, was the approval of a common protocol for both Paris & Vienna conventions. Such a common protocol discusses about civil liability of beneficiaries of atomic constructions under the governance of Paris or Vienna conventions. Therefore, this protocol is about any damages out of any accidents at land atomic constructions and/or transportation of atomic materials and so on. The mentioned protocol is responsible two items: Firstly: Both conventions may authorize the subjects of damages to request for compensation out of any accidents in member countries of other convention accordingly. Secondly, the common protocol will prevent from any opponents of contentions competitions because it is impossible to apply both conventions simultaneously. Therefore only one convention would be applied in case of any atomic accident (Article 3-1 of common protocol). With full optimistic of common protocol 1988, it seems that that it could not find its real purpose and all its efforts for creation a relation between both Vienna and Paris conventions were null and void. For example, France and England which are members of Paris convention could not approve this protocol yet and therefore they have no more contractual relation with member countries of Vienna convention. Passing the time may reveal more benefits and also defects of current regime for governments and international organizations. The major factor which informed most countries about any shortage of that system was Chernobyl atomic accident.

At the beginning of 1994, U.S.A proposed IAEA to approve a convention which was approved in 1997 under the title of Complementary Compensation Convention of Atomic damages. It was designed for making a connection between atomic civil liability systems and member countries. The subject of this convention was completion of any damages compensation process in those countries under the governance of Paris or Vienna Conventions (Article 2-1) and also would be applied to compensate any atomic damages for which the relevant operator is responsible according to the Vienna & Paris conventions (3-2). Although there were so much efforts for including atomic constructions and power plants in Atomic Civil Liability System, but article 2 of this convention may exclude military constructions of it by limiting its scope to the constructions for peace purposes. Some of the specifications of this convention is entitling the government subject to the accident to inform all other members as quickly as possible (article 6). This is not the case for previous conventions and is only one of the requests of government who became aware due to Chernobyl accident.

U.S.A and Ukraine were the first signatories of that convention on 29.Sept.1997. It was now signed by more than 13 countries. Romani & Morocco have also approved it as well.

From among all conventions about atomic civil liability, we have Paris & Vienna as the major and important resources in this regard because they are not only complete but also have the most number of members. There are some other conventions with limited scopes as well.

The first domestic rules about civil liability for atomic damages have been approved at the end of 1950 and exactly before conclusions of Paris & Vienna conventions. As it was pointed out before, both mentioned conventions are under the effects of their own pre-determined domestic rules.

Other countries may include relevant principles of conventions in their domestic rules in three forms as follows:

First group like France may consider both conventions directly applicable in its own domestic laws without any need to have detailed regulations and repeating of convention principles.

The second group includes England, Sweden and Ukraine that have repeated compulsory rules and regulations of conventions in their domestic laws and under the title of detailed materials and sections.

The third group includes Belgium which may refer to major materials of convention and completed these references with some partial conditions and rules.

Finally other countries without any membership in any conventions like U.S.A and Japan that may include the same principles of conventions in their own rules exactly because they seem better for atomic activities and resulted accidents and damages.

On the other hand, there are some considerable differences among regulations of conventions and the rules of the countries without any membership in them.

Furthermore, member countries added some interesting items to the rules and regulations of conventions. In fact, some the same rules were different and additional which were presented as different models for revision in current conventions. Other countries like Russia have allocated a great number of power plants and world atomic reactors to themselves without any approved special rules in this regard.

There is not also any specific and detailed rules in our own country about atomic liability up to now. Although all atomic activities are in the hands of government, but this may not prevent any applying of atomic civil liability and establishment a special system for this purpose in the country. This is because such a special system of atomic civil liability is not allocated only for private beneficiaries. Of course it may cover all atomic activities under the control of the government.

Due to the shortage and inefficient public rules of civil liability about atomic activities it is necessary for atomic civil liability to find a special system in our country accompanied with approving any rules in order to prevent those subject to any probable atomic damages against the power of government.

Any production and benefiting from atomic energy may guarantee some special dangers and potential consequences. In spite of a high level of safety level in all atomic constructions and activities, there are some complex rules and maintenance regulations in all countries. But there is always a ready situation for occurrence of atomic damages. Certainly upon an atomic accident there will be a lot of and major damages as well. Furthermore to the greatness of damages, it is impossible to compare any specifications of resulted damages with other ones.

In order to have a good dangerous management and prevent from probable damages of atomic activities, we need to a “special system” of civil liability. The real goal of this special system is compensation of all damages to people and their properties and environment as well. This system should be in compliance with the goals of atomic rights. This means that not only support damaged people and compensate their damages, but also prevent from any stoppage of atomic energy industry. This special system is obvious in the framework of different principles each one for public principles of civil liability and/or added to it.

It may conclude that it is really necessary to have a special system with special rules and regulations at domestic level for harmonizing of national systems at international level with regard to civil liability resulted for nucleic damages. Such a system, as discussed before, has been determined by international conventions about atomic civil liability and under continuous completion as well. Domestic rules are also in compliance with mentioned conventions for establishment of such a system.

Strict liability principle

One of the major subjects discussed in civil liability rights is “Civil Liability Principles” and discussing whether it is necessary for anybody who is responsible against any damages to other party rather than a failure or shortage. Whether is it necessary proving the cause and effect relation for further responsibilities.

Generally there are two major basics for civil responsibility as follows:

- 1- Failure
- 2- Risks

A person is responsible against any losses in liability system when it made a failure resulted to any losses or damages. The relevant rule for recognition such a responsibility is to study the behavior of the failure party. This means that if his /her behavior caused any losses, he/she is accused to compensate unless otherwise exempted as well. In contrast, in any liability based upon risks, the basic rule is cause and effect relation between the activity and resulted losses. All people are responsible against any further dangers out of their works

“It is exactly right that strict liability is in compliance with uncommon and serious dangers”. In all natural dangerous activities, firstly there is a probable occurrence of each accident. Secondly such an occurrence is really harmful and with further consequences. Thirdly in such accidents there is no more failure or mistake. If there is any failure, it is really difficult to prove it and somehow impossible.

Due to the accepted reason in dangerous activities, the responsibility of operator in such activities is “Strict liability”.

The special principle of strict liability in most nucleic activities is hidden situation and complexity of activities and atomic constructions.

As a result, any liability based upon failure is not only a suitable system for it, but even any assumption of which could be justice and acceptable. This is because of any lack of failure in most cases and it is not so much difficult to prove any failure as well. Therefore all non-compensated damages will remain as well. As a result we have “strict liability” as the best rule for the base of liability in atomic civil liability rights. This principle has been inserted in atomic civil liability rights. It has been named as “Liability assumption” for explaining all ideals of Paris convention.

Most of OECD members accepted the strict liability rule of the beneficiary of atomic constructions in their own domestic rules scope.

Canada has accepted this in article 11 of atomic liability law 1970, Belgium has accepted in article 2 of 23.Aug.1966 and France has accepted in article 2 of civil liability of third party in atomic energy 1968 and Japan has accepted to same in article 3-1 of compensation law of atomic damage 1961.

Atomic activities would be divided into two groups in Dutch law: First group includes construction and utilization of atomic constructions. The second group includes relevant affairs of import, export, transportation and warehousing of atomic materials and fuels. Regarding the first group the operator's responsible is strict type (At. 25-1 of Atomic Energy Law 1959).

But regarding the second group, if the damages are resulted from any accidents in which the holder of radioactive materials and/or its stuff could not even prevent the case even by common cares in mentioned situations. If it has been proved that there is no failure with him and/or his representatives, there is no more responsibilities as well.

There is another situation in other countries. For example there is a law in U.S.A under the title of "Price-Anderson" without any special rule and regulation about civil liability for atomic damages, therefore the case should be analyzed in accordance with state rules.

Therefore it is possible to have atomic civil liability based upon failure but we have it in strict form in another. Meanwhile pursuant to the law all defenses and exemptions mentioned in "Indemnity Agreement" all defenses and exemptions would be waved in insurance premium and for "abnormal atomic accidents". Therefore there is a strict liability for these accidents.

There is not a specific rule in Iranian Law for atomic civil liability. Therefore we should refer to the same public rules for any liabilities. In public rules we should consider civil liability law of 1339 besides relevant rules and regulations of wastes and causes of civil law as it has been mentioned in details in this book and all based upon relevant responsibility of failure and only in accordance with exception danger. Since there is not a special law for atomic civil liability in our country, the real base of liability is the same as "Failure" which is in contrast with social & economic necessities as the origin of "strict liability" as well.

Others who believe in "Failure Necessity Principle" in our laws may confess that there is a change in Islamic Punishment Law for civil liabilities. There are some confusion in "Failure Necessity principle" in some cases which should be relied upon it with more cares and cautions.

Before consider a beneficiary as a liable person against resulted damages out of the activity, we should accept "danger theory" as mentioned in article 12 of civil liability. Since strict liability has been rejected for atomic activities, it is impossible to consider beneficiary of atomic construction as the person in charge of any resulted damages of an atomic accident, unless it is resulted from his own function or failure. In other cases, damaged person is obliged to prove any relation between damages and functions of other persons which is so much difficult for above-mentioned problems

Channelized principle of liability

Pursuant to the public rules of civil liability in case a person may cause any damages to third parties with his own functions and/or failures, he is obliged to compensate all damages accordingly. This is a fundamental rule in civil liability.

It has been ignored in atomic civil liability rules and has been substituted with a new principle. The new principle which is defined as "Legal Channelizing" means that only the beneficiary of atomic constructions is responsible for any damages to third parties. Nobody is obliged to be liable even for those damages resulted from their functions or failures.

This principle has been accepted in most countries with a special rule for atomic civil liability. It has been rejected only in Austria and U.S.A

But there is a talent for making such a principle with some acceptable reasons which make it a necessity not a reason.

Firstly: Any lack of this principle may prevent from atomic industry development, because the suppliers of materials and atomic equipment and persons in charge of transportation had firstly great difficulties with liability claims from one hand which may prevent from any entrance into the atomic activities scope.

Secondly: The possible situation of other liability may cause them to provide insurance for themselves which may result into non-necessary pyramid of insurance.

Thirdly: This is in favor of the person subject to damages no to bear any confusion about person in charge. There is no more rules and principles in Iran according which we could understand any exclusive liability of the beneficiary of atomic constructions. There are some small and limited similarities with channelized liability. For instance: Employer is obliged for any damages of third parties resulted from his company's activities even because of worker's fault and in accordance with article 12 of civil liability law 1339. According to article 388 of Commerce Law, the forwarder of contract is responsible for any damages even made by other forwarders.

Limitation of Liability of operator

One of the public principles of civil liability is "All risks indemnity principle". In case of any damages to anybody, it is necessary to compensate it completely in a way to return him into primary condition without any

damages. Indemnity of damages rule is a primary wisdom one. In case of performing any harmful functions, it is necessary to accept further results and damages.

There is another condition for atomic activities and any further accidents and resulted damages. Economic situations may cause further ignorance of indemnity of damages and considering "Limitation of liability" in contrast.

International conventions of atomic civil liability may consider a special limitation for beneficiary in most domestic rules. It means that the beneficiary is liable up to the mentioned limitation and exempted from more than that. Followings are relevant reasons of such a liability limitation:

Atomic Energy Industry Development

Atomic energy industry has been considered completely about Limitation Liability principle. As it was mentioned for many times, resulted damages out of an atomic accident are more critical and dangerous. Therefore if it is necessary for the beneficiary of atomic constructions to compensate total damages, it should present all of atomic systems and reactors for compensate of damages. This will certainly lead to its bankruptcy. Therefore we should ignore about any unlimited liability. Even making very high level of limitations is not correct and may cause the same unlimited liabilities.

Practical disability of beneficiary in compensation of total damages

Regarding great damages out of a probable atomic accident from one side and limited facilities and assets of beneficiary with lack of resources for this purpose on the other, indemnity of all damages is practically impossible even in unlimited scope of liability of beneficiary.

Lack of any suitable insurance coverage for all damages

There is always a suitable insurance coverage for all activities with high level of risks.

This may enable the operator to perform it with more confident. Regarding atomic activities again it is compulsory to provide a financial guarantee like insurance. But due to the probable occurrence of critical accidents and further damages, none of the insurance companies may guarantee to pay total damages.

Therefore the insurers may provide a premium for a special quantity of damages. The remained will bear no insurance coverage as well. Therefore unlimited liability of beneficiary is not reasonable due to the above-mentioned reasons. This case is to make a limitation for his liabilities and provide to compensate any further damages in other ways. In all international conventions and most domestic rules, the liability rate of atomic beneficiary against any damages of atomic accident is limited to a specific amount. Paris Convention 1960 has also limited the liability of operator by determining the minimum and maximum amounts for it. The minimum rate of liability as mentioned in article 7 of this convention is a sum of 5 million SDR and maximum amount of 15 million SDR. It was clear from the first that specified amount by Paris convention is really low. Therefore Brussels convention 1963 which was approved in completion of Paris one, made the most major change in indemnity amount. Article 3-1 of Brussels convention increased the indemnity rate up to 300 million SDR but it did not oblige the operator to pay the total amount. But the liability rate of operator is the same as mentioned in Paris convention meaning minimum 5 million SDR. (Article 3-b-I : The government of occurrence place of accidents will provide the remained amount as mentioned in para-b of article 3).

As a result Brussels Convention made a considerable increase in compensation rate. But the interesting point is the imposed amount on government without any direct effect on operator's liability amount. Finally all member countries in Paris & Brussels conventions reached to a new agreement about liability rate of operator and total amount of indemnity. They increased indemnity rates of damages as follows:

- A- Operator (insured) :700 million Euros
- B- Government of occurrence place (out of public budget) :500 million Euros
- C- Participation of all members, 300 million Euros

Therefore total indemnity amount of damages reached to 1500 million Euros in compliance with new agreement. This is necessary to remind that Paris convention belongs only to European countries.

Pursuant to article 7 of Vienna convention 1963 in paragraph 1 it has been specified that: "The government of construction premises may limit the liability of the beneficiary to a sum of lower than 5 million USD for each atomic accident". But there is not a maximum rate for the liability in this article and basically it is depending upon the government's decision which is a member of the convention. This is one of the differences of Vienna convention and Paris one.

Like Paris convention, all members of Vienna convention at IAEA Organization could not accept the mentioned amount enough for compensation of damages. For modifying of Vienna convention which was pursuant to a protocol in 1997, indemnity of damages was one of the major subjects. Indemnity rate of damages increased up to 300 million SDR in modification protocol of Vienna convention 1997. There is not also a special rule for our own rights about liability limitation like other problems.

By the way liability limitation is not an unknown concept in our rules. Not only we have blood money organization as a serious liability but also it is difficult to accept any damages additional to blood money. There are also some other rules in liability limitation. For instance in Iranian Marine Law, part 5 of article 55 which is a translation of part 5 of article 4 of International contract 1924 it has been stated that: " In lack of any damages to products, the forwarder has no more responsibility for one unit of products exceeding to 100 sterling lira...!

Compulsory Insurance or Other Financial Security

Atomic energy industry is one of dangerous industries by nature which may cause some damages for which no body is responsible. As it was stated any compensation of relevant damages is out of the financial power of the beneficiary. Here it is necessary to have a good support for compensation of damages. Therefore the presence of "Insurance industry" is a need in the field of atomic activities. Therefore it is a rule to supply it for further indemnity of damages to third parties and even atomic constructions.

In fact, insurance has a great role in development of atomic industry. All atomic beneficiaries may never accept great risks of atomic activities if there is not an insurance coverage for themselves and third party liability. In those countries with lack of responsibilities for atomic activities, atomic insurance is a guarantee for development and maintenance of atomic industry.

The presence of insurance and its equality with liability rate is in favor of both person who has been subject to damages and also beneficiary. Damaged person has a confident that all his damages are subject to insurance and his claims for damages would be resulted to a good result. Also he is ensured that required amounts are available for his responsibilities without any need to cash his properties.

State Intervention principle

As it was stated, there are extraordinary damages out of atomic accidents. On the other hand, the beneficiary liability is limited which is because of his limited facilities. As a result, it is possible to have a major part of damages to third parties non-compensated at all.

In contrast to general rules of civil liability, "the intervention of government in compensation of damages" is an accepted rule in nucleic accidents damages. The mentioned principle is confirmed for atomic liability at international conventions (Article V.C.V & article 3 of B.S.C and article C.S.C).

In most domestic rules, governments have no chance only to indemnity those subject to damages. Furthermore, in most of mentioned rules if the beneficiary is exempted from responsibility and/or in case of arising any claim after mentioned period of time, the government may compensate the losses and this is only because of government liability against welfare of citizens and social correlation principle.

Double nature of atomic energy industry means usefulness and its necessity from one side and any probable occurrence of major damages on the other may cause creation of special rules and regulations. There are some special specifications for damages out of atomic accidents for which there is a special system. It is in way that public rules of civil liability could not compensate these problems. This is because performing of public rules will have any consequences non-compatible with legal rights.

Regarding any required conditions in this regard (as it was mentioned in previous part), there is a special system for civil liability resulted from atomic accidents. The mentioned system which has been specified in a fundamental framework are as follows: Strict liability, channelized principle of liability, limitation of liability, Insurance and/or compulsory financial guarantee and intervention principle of government. These principles may not only include in domestic rules of those countries with special law for this purpose, but also there are various international conventions approved for this purpose. As a result special system of atomic civil liability has both domestic and international aspects. The latter one is a sign of atomic damages and ultra-territorial conditions.

Although there are various rules and regulations about atomic problems in our country, but there is not a special rule for atomic civil liability. Therefore, civil liability resulted from atomic accidents are in compliance with public rules of civil liability. This is a type of defects in our rights because of necessity of a special system and since most countries applied some domestic rules and international conventions and mutual or multimodal agreements for this purpose. This is specifically critical because of public rules of our rights without any relation with atomic problems and damages.

Conclusion

By applying a special system of civil liability in this research we could reach to the above-mentioned results. In fact, any creation of atomic civil liability may cause a great change in civil liability rights which are so much important. Although in contrast with other countries, none of private entities may apply atomic activities in our country and the government is the only beneficiary of atomic industry but it is not a reasoning for any lack of establishment of a special system of atomic civil liability as well. Atomic activities may create different damages for citizens for whom the government is entitled to accept any further dangers and damages. Therefore, it is proposed to policy makers to obtain required patterns from international conventions and make a special rule for civil liability for atomic accidents and damages. Then include all rules and regulations of civil liability in it. Since government is responsible for performing these activities and further resulted damages, it is not necessary to apply compulsory principle of insurance and financial guarantee. This is because the government is naturally able to compensate any damages with no more need to any confident through insurance liabilities.

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