

Overview

4839. It is the Competition Authority preliminary assessment that there has been continuous alleged unlawful collusion between Eimskip and Samskip since the beginning of the NR consultation project in June 2008 and throughout the investigation period. Collusion existed when the NR collusion project started.
4840. The assessment is that this continuous alleged unlawful collusion between Eimskip and Samskip was aimed at distorting competition within the meaning of competition law. It primarily concerned the following main actions during the investigation period:
- Collusion on changes in navigation systems.
 - Collusion on limiting transport capacity and coordination of navigation systems.
 - Market sharing by customers.
 - Market sharing by geographical area in Iceland.
 - Price fixing.
 - Disclosure of important business issues.
 - Container collusion.
 - "The Europe Collusion" (including "The Emergency Agreement") which included maritime transport with scheduled sailings to and from other European countries.
 - The North American collusion which included transport on scheduled sailings to and from North America.
 - Co-operation in land transport (and ferry transport) on various transport routes, as well as co-operation on goods handling etc.
 - Collusion in ship handling services at Reydarfjordur.
4841. Although the evidence from the case shows that in 2013 the alleged market sharing between Eimskip and Samskip was reduced, it cannot be concluded from the Competition Authority's overall assessment that it had expired. For example, it is evident that the alleged market sharing by important customers was in force between Eimskip and Samskip during the validity of the transport agreements concluded on the basis of the alleged collusion. For example, the transport agreement [] had with Eimskip was valid until the end of August 2013 and the transport agreement [] had with Samskip was valid until the end of November 2013.
4842. It is also important to bear in mind that other aspects of the NR collusion project continued despite the aforementioned turmoil in the alleged collusion. Although it is described in more detail in other sections of the statement of objection, it is specifically listed here that the following alleged collusion between Eimskip and Samskip continued at least throughout the year 2013:
- Alleged collusion in maritime transport.
 - Alleged collusion in land transport.
 - Alleged container collusion.
 - Alleged price fixing, at least in the form of a discount rate.
 - Alleged collusion in port services.
4843. Considering what is at issue at this stage of the investigation, it is the Competition Authority's preliminary assessment that Eimskip and Samskip committed a very serious violation of Article 10 of the Competition Act and Article 53 of the EEA Agreement. The alleged violations were very extensive and suited to causing great harm to consumers and the business community.

Incorrect and misleading disclosure

4844. Companies and their managers are required by law to provide the Competition Authority with accurate and complete information. Violations of this can lead to corporate fines or penalties and penalties for the managers.
4845. At the beginning of the Competition Authority's investigation the management of Eimskip and Samskip either did not provide information on important communications between the companies and/or indicate where the necessary data was. There are examples in the Competition Authority's preliminary assessment that corporate executives provided incorrect information or withheld important information about communication with the competitor's managers. In the preliminary assessment of the Competition Authority, Eimskip and Samskip seriously violated Article 19 of the Competition Act with this conduct. The Competition Authority is of the opinion that if the necessary information had been obtained immediately at the initial stages of the investigation, it would have helped with disclosing the alleged infringement much earlier.
4846. Instead of giving all the necessary information according to Article 19 of the Competition Act, the companies' alleged violation of the provision continued as the investigation progressed. The replies of Eimskip and Samskip to the Competition Authority's information requests were, in the preliminary assessment of the Authority, incomplete, unorganized and unstable on important issues. For this reason, the Competition Authority would have to reiterate its request for information and, in this context, reiterate the obligation imposed on undertakings under Article 19 of the Competition Act. Furthermore, there is strong evidence that Eimskip and Samskip intentionally provided incorrect, misleading and incomplete information. In the preliminary assessment of the Competition Authority, it is appropriate to consider the disclosure of Eimskip and Samskip relating to incidents related to alleged collusion in the land transport market and the NR collusion project, particularly serious.
4847. During the investigation of this case, Eimskip and Samskip also claimed that the companies had previously informed the Competitive Authority of the cooperation of the companies, the nature of the transport markets and their competition.
4848. On the contrary, the Competition Authority's preliminary assessment is that Eimskip and Samskip had provided a false or misleading picture of the competitive situation in the market, as well as providing either incorrect or incomplete information and data on the facts which they presented.
4849. Comments have been made from Eimskip and Samskip which refer to the speed of investigation of the Competition Authority. With reference to the aforementioned discussion of Eimskip's and Samskip's alleged serious violation against Article 19 of the Competition Act, it should be reiterated that governmental authorities are not responsible for any delays caused by the parties to the case, e.g. if a party does not or delays the delivery of requested data. It is clear that this matter is extremely complex and extensive. However, the investigation of the case and procedure have been continuous and in a normal way and therefore the companies' comments on the procedure have no legal significance. With the alleged violations of Eimskip and Samskip against their obligation under Article 19, which began immediately at the beginning of the investigation, the companies have hampered the progress of the investigation.