MEMBER FORUM 2015

MAJOR CASUALTY WORKSHOP

25 June 2015



Your speakers



- Sam Kendall-Marsden, The Standard Club
- Enam Hussain, The Standard Club
- Angeliki Kallini, The Standard Club
- Ben Hardman, Stephenson Harwood
- Rod Johnson, Stephenson Harwood
- Ray Luukas, Brookes Bell
- Colin de la Rue, consultant
- Colin Mulvana, UK deputy SOSREP
- Tim Wadsworth, ITOPF
- Mark Clark, Navigate Response



Issues



- Initial notification
- Emergency response
- Collection of evidence
- Places of refuge
- General Average
- Pollution
- Nairobi Convention



Issues – cont'd



- Salvage and wreck removal
- Media management
- Contracting
- State involvement
- P&I cover
- Claims handling



The scenario - introduction





The scenario - introduction



- The CASTOR: a container ship of 4,000 gross tonnes
- The POLLUX: a bulk carrier of 20,000 gross tonnes
- Collide in darkness and heavy weather in the territorial sea of the small but bureaucratic state of Lusitania
- Both ships are badly damaged



The scenario – introduction (cont'd)

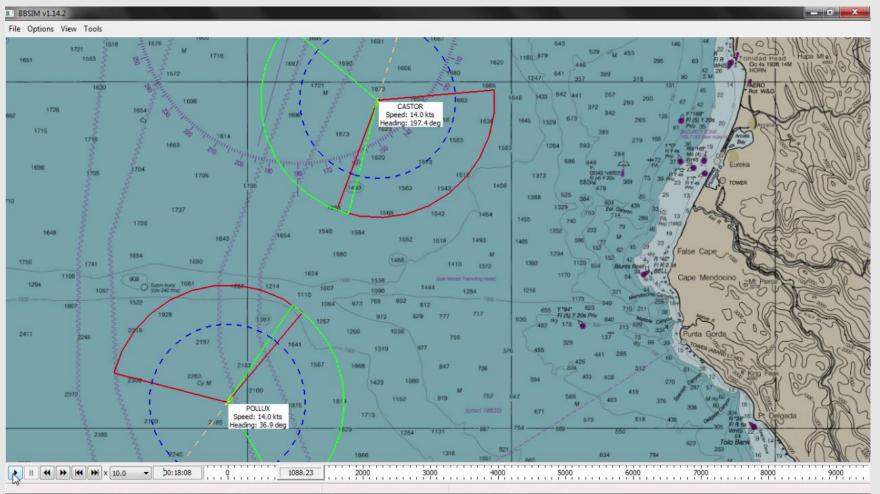


- The CASTOR has structural damage adjacent to her heavy oil bunker tanks
- She is able to proceed under her own power, but is not capable of undertaking a sea passage
- The POLLUX has a flooded engine room and drifts onto Lusitania's sandy coastline



Simulation

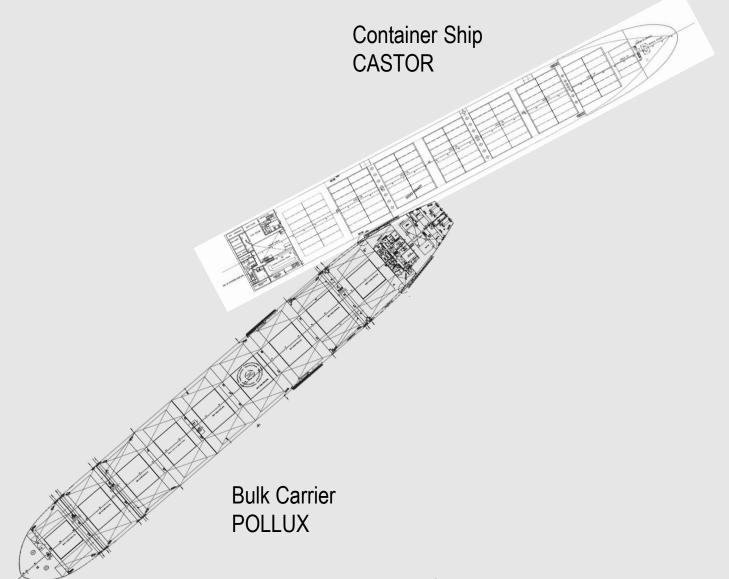






CASTOR c/w POLLUX



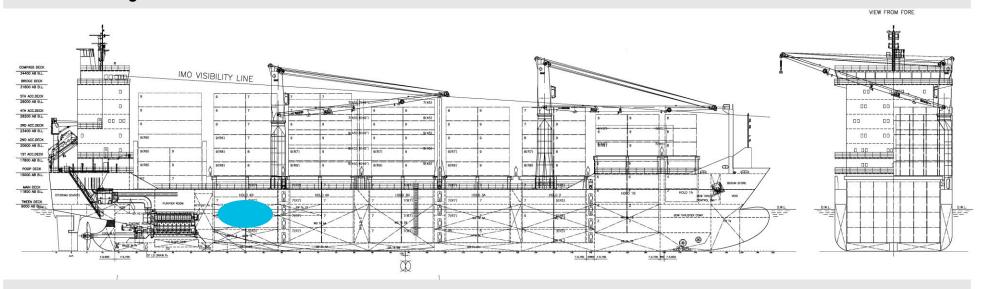




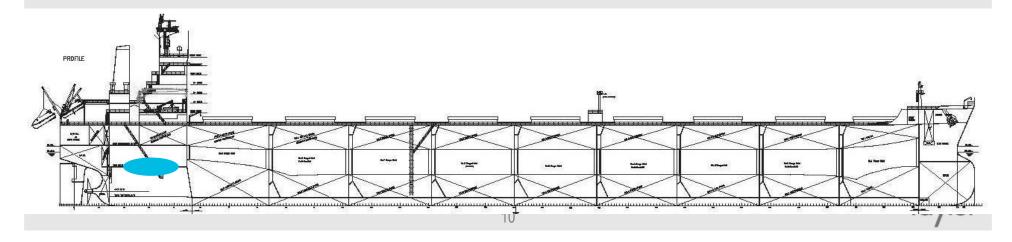
CASTOR c/w POLLUX

The Standard

Damage to CASTOR



Damage to POLLUX



First response



The Vessel's Master calls his DPA, and the DPA calls the Vessel's P&I...



Discussion point (15 minutes)



- How would you approach the casualty at this stage?
- What further information do you need?



The Club's immediate response



- Major casualty response plan
- Information-gathering
- Assembling a team correspondent, surveyor, lawyers
- Engaging salvors
- Notifying ITOPF
- Notifying media consultants



Preserving the technical evidence





Two broad categories



Subjective

- Witness evidence
- Witnesses to fact
- Witnesses to opinion
- Expert witness evidence

Objective

- Voyage data recorder
- ECDIS
- Loggers
- Conditioning monitoring systems
- PM systems
- Asset tracking and monitoring systems
- Samples



Witness evidence



Some initial considerations

- Who is to be interviewed?
- What can they speak to?
- What should they exhibit?
- Has their evidence been contaminated?
- Who else will be present?



Witness evidence



People who have experienced acute stress

- Have little sense of the passage of time
- Recall things out of chronological order
- Are vulnerable to "imported memories"
- Use emotional or loaded language
- Will recall most vividly what was significant or new to them



Technical evidence



- Objective in nature
- Prone to misinterpretation
- Can be difficult to secure
- Can be found in some unlikely places
- Requires careful reconstruction



How to secure technical evidence



- Carry the right kit
- Inventory what is available
- Enlist the help of the officers
- Check it before leaving the ship
- Check the time base
- Photograph displays, photograph technical spaces, obtain physical printouts as backup



Establishing seaworthiness



- Logbooks
- Statutory certificates
- Class records
- Seafarer certification
- Internal and external ISM audit reports
- PSC reports
- Crew list



Taking samples and photographs



- Learn how to use a camera
- Use photometric scales
- Record your progress in a notebook
- Use clean sample bottles of an approved type
- Record sample taking in your notebook
- Bag physical samples in clean evidence bags



Context



- How far back in time before the incident?
- Any other sources like terminals, other ships, commercial tracking data, metocean data?
- Any history of incidents in this location, with this class of ship, with any of the protagonists?



Only one chance to get it right



- Evidence is perishable
- Evidence is contextual
- The story is complicated because every accident has a complex chain of events leading to it
- Electronic evidence is not easy to secure, and not easy to interpret.
- The evidence may not be heard at tribunal for years



Some points to ponder



- Witness evidence is the most sought after but can be the least reliable
- Electronic evidence can be the most accurate but is extremely prone to misinterpretation
- Ask people why they did things
- Ask machines what happened and when
- Anything written down in the moment has not had time to be filtered and is valuable



The scenario - developments





The scenario - developments



- In conjunction with owners' technical team, the Master of the CASTOR decides to make for a port of refuge
- The coastal state of Lusitania bars the CASTOR
- Instead, the CASTOR makes for a sheltered bay on the coast of the neighbouring state of Europa
- Europa allows access on condition a standby tug is engaged and booms deployed



Ports and places of refuge – coastal state The Standard (a) considerations



Ports and places of refuge



- Coastal state considerations
- A location into which a ship that is in need of assistance can be brought, so that its condition can be stabilised – e.g. through repairs or transshipment of cargo and/or bunkers – and further damage to the ship, and consequential pollution damage to the seas and coast averted
- UK considers that anywhere and everywhere could potentially be a place of refuge depending on requirements
- Situation
 - Determine the nature and severity of the incident
 - Fire, taking water, explosion, machinery defects



Harbour or anchorage









Place of refuge considerations



- Balanced and objective view by Competent Authority
- Determine
 - The risks if accepted into a harbour or anchorage
 - Consequences if the ship remains at sea
- Assessment
 - Actual situation
 - Potential escalation
- Risks
 - Safety of personnel public health at sea and ashore
 - Environment impact from hazardous cargo/fuel
 - Navigational safety
 - Weather and tidal conditions



Specific considerations



- Specifically
- Cargo type, quantity, stowage
 - Bulk, containerised, liquids, gases
- Hazardous materials
 - Dangerous goods and hydrocarbons
- Containers
 - Potential for mis-declaration of contents
 - Stowage
- Loss of cargo overboard
- What needs to be done with cargo
 - Discharged, re-stowed, transferred facilities



Potential impacts



- Impacts to consider
- Port, harbour or anchorage
 - Harbour commercial operations
 - Availability of berths and discharge facilities
 - Navigational access
 - Timescale
 - Tourism
 - Public perception
- Remaining at sea
 - Further loss of cargo
 - Loss of the vessel
 - Hazard to navigation
 - Weather conditions



Discussion point (10 minutes)



– What issues would the coastal state consider in determining if refuge is to be granted?



Places of refuge – MSC Flaminia





Place of refuge – MSC Flaminia



- Container vessel, 75590gt, 4808TEU equivalent, 151 DG, 8000 gallons nitro methane
 - Equivalent explosive capacity of 80t TNT
 - Bunkers 1000mt HFO, 650mt LSFO, 85t MDO
- Container exploded, subsequent fire
 - Unknown substances mixing with unknown substances
- 1200 miles SW Falmouth outwith any EEZ/PCZ
 - No obvious co-ordination, no PofR volunteers
- UK SOSREP assumed lead when vessel entered UKPCZ and salvor requested PofR
- Potential PofR identified for consideration no ports
- Decision to task an inspection team

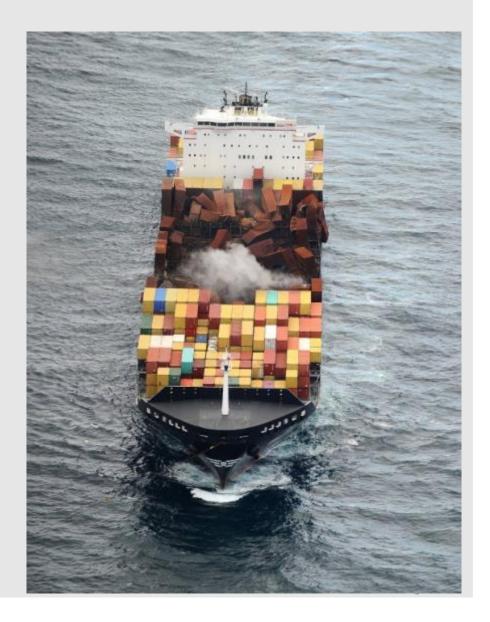


MSC Flaminia









Place of refuge – MSC Flaminia



- Eight coastal states with interests plus EC
- Unspecific vessel status or requirements
 - Additional information required
- Inspection team
 - UK, French and German specialists
 - Assess condition and any temporary remedial work required prior to passage to Germany
 - Assess risk to environment
- All coastal states provided specific criteria for passage through their respective waters



















Place of refuge – MSC Flaminia



- Co-operation and co-ordination
 - Planning meetings personal attendance and via conference calls
 - Situation reports [UK & GE]
 - Inspection team expert analysis/assessment
 - UK, FR & GE FR provided vessel for team base
 - Expert analysis report
 - Passage planning
 - Formal approval to transit coastal state waters
 - Passage monitoring and surveillance



What went well?



- No significant damage to the environment
- Good regional co-operation between coastal states
- Good liaison between designated competent authority in five of the coastal states
- Joint inspection team
- Use of coastal state resources & sharing of information
- Good support from EC/EMSA





The biggest room in the world is the room for improvement!



- Exchange of information between salvors and coastal states/ports
- Lack of coherent salvage plan IMO Guidelines A.949(23) Para 2
- Significant delays in providing hydrostatic modelling and chemist analysis data
- Commercial influence on salvors and charterers
- Environmental Impact Assessments
- Consider exchange of personnel at D/CA level
- Welcome establishment of EC Co-operation Group on Places of Refuge



Places of refuge co-operation group



- Established under Article 20(3) of the VTMIS Directive
- MSC Flaminia incident being the driving force
- Remit :
 - Enhance co-operation from member states, Commission, European Parliament, industry and other stakeholders
 - Ensure efficient use and dissemination of all relevant information.
 - Sharing of experiences, best practice and lessons identified for learning
 - Cover all aspects, including liability and situations outside any one jurisdiction



Places of refuge co-operation group



- Inaugural meeting 15 March 2013 has since met five times
 - Including technical experts' meeting and Correspondence Group on Operational Guidelines
 - All MS authorities around the table to discuss and exchange experiences for a more common understanding and awareness of each MS set up and functions
- Developments and progress
 - 25 November 2013 TT exercise in Rotterdam
 - 15 January 2014 preparing Operational Guidelines
 - 2014/15 Drafting EU Operational Guidelines
 - 15 January 2015 industry invitation
 - 1 September 2015 TT exercise in Malta to test the Operational Guidance document

Places of Refuge Guidance Document



- The MSC Flaminia incident showed that there is a clear requirement to formalise procedures and protocols in a single Places of Refuge Guidance Document for, and to encourage, joint working relationships
- This will assist and promote consistency and continuity during operations involving multiple European member states and industry alike





Places of refuge – Club issues



- Club cover
- IMO international liability conventions
- Potential liabilities
- Consequences of delay
- Letter of guarantee



The scenario - developments





The scenario - the CASTOR makes for safety



- After a day-long passage into a head sea, the CASTOR anchors just off the coast of Europa
- The anchorage is a sheltered bay, a few miles away from Europa's principal port...
- Port state control and the local police board the vessel. The crew are questioned
- Owners incur the expenses of a standby tug and booms as required by the Europan authorities
- Owners are considering whether to declare General Average



General Average





General Average considerations



Commercial



"Where's my container ???"

"Seriously!
You thought it
was covered
by the policy!"



VS

What can you claim in GA?



- Damage repairs to the vessel? (only sacrificial damage)
- Port /place of refuge
 - Deviation (fuel/wages)
 - Cost of entering port of refuge
 - Detention expenses whilst at port of refuge
 - Port charges
 - Fuel
 - Wages



What can you claim in GA?



Pollution expenses

YES

- anti-pollution expenses, in very limited circumstances (under Rule XI(d) - basically as a condition of entering or remaining at a port or place of refuge)

NO

- when in connection with an actual escape or release of pollutant substances (specifically excluded by Rule C)



GA – decision time



Repair options?

Temporary repairs? Allowable – if necessary to get to another port of refuge

Removal expenses? Ditto

Discharge of cargo? Allowable if necessary to do repairs

Forwarding of cargo? *If cargo forwarded, may be allowable*



Forwarding the containers



Discharge necessary for repairs?

Discharge }

Storage } Allowable in GA

Reloading }

Extra cost of forwarding?

Substituted expense – up to the costs of storage and reloading saved

Discharge **not** necessary

Forwarding of cargo own expense



Should owners declare GA?



If GA estimate exceeds GA absorption clause

- (i) Will you declare GA?
- (ii) Will you negotiate with charterers to absorb some GA expenses?
- (iii) Will you take a hit to satisfy your charterers?



Is a formal GA declaration required?



- Not necessary in most countries worldwide
 - GA exists as a matter of fact
 - Right to contribution exists without formal "declaration"



Adjuster's role



- Advising the shipowner from time of casualty
- Providing estimates of the likely GA allowances
- Handling major security collection
- Preparing payments on account promptly
- Issuing adjustment /collecting contributions



General Average terminates on the completion of discharge of cargo



Abandonment at the port of refuge?

- GA allowances cease on abandonment (or discharge of cargo, if later)
- Costs of discharging, storing cargo are not GA (but may be recoverable from cargo interests as a special charge)



Discussion point (5 minutes)



- Would you declare GA?
- What are the pros and cons of declaring GA, in the circumstances?



The scenario - developments





The scenario – the CASTOR sinks...



- Owners declare General Average
- Shortly afterwards, the CASTOR suffers structural failure in a storm, breaks in half and sinks
- 100 MT of heavy bunker oil leaks into the sea and washes towards Europa's principal port. 200 MT of heavy bunker oil remains in other tanks
- The Europan authorities issue an immediate fine of USD 4 million in respect of the pollution
- The Europan authorities also close the port, and traffic begins to accumulate off the coast



Managing the spill



- CASTOR's owners engage ITOPF to advise on
 - The conduct of the clean-up operation
 - What is a "satisfactory" clean-up operation
 - How losses should be quantified



Practicalities of oil spill response







- Ready to respond 24 hours
- Notified primarily by the casualty's P&I Club (Case Handler)
- Lloyd's Casualty Reporting Service
- Early involvement is key to ITOPF establishing good relationships with the authorities, and to be part of strategic decisions regarding response

Emergency Contact:

In the event of an incident

Emergency Contact - Business Hours (09:00-17:00 GMT)

Please use ITOPF's office telephone number:

+44 (0)20 7566 6999

Outside Normal Office Hours Emergency Contact

24 hour emergency number:

+44 (0) 7623984606

We are aware that there have been difficulties using our 24hr emergency pager number from some countries.

An alternative number to try if this should occur is: +44 (0)20 7566 6998



These numbers are linked to a message paging system. Callers should therefore be ready to leave their name, contact number and a brief message. An ITOPF Technical Adviser will return the call and will require as much of the following information as possible:

Essential Information

- > Contact details of the person reporting the incident
- > Name of vessel and owner
- Date and time of the incident (specifying local time or GMT/UTC)
- Position (e.g. latitude and longitude or distance and direction from the nearest port or landmark)
- Cause of the incident (e.g. collision, grounding, explosion, fire, etc.) and nature of damage
- Description and quantity of cargo and bunker fuel on board
- Estimate of the quantity spilled or likelihood of spillage
- > Name of the cargo owner
- Action, both taken and intended (and by whom), to combat pollution
- Status of the vessel and any planned salvage activities

Additional Useful Information

- Weather and sea conditions, wind speed and direction
- Length, breadth and appearance of any slicks or plumes, including direction of movement
- Type of resources that may be at risk (e.g. fisheries or residential areas)
- Distribution of cargo and bunkers and location relative to damage

HNS Chemicals

- > State solid, liquid, gas, bulk, packaged
- > UN or CAS number, MSDS, bill of lading

Oil

Density, viscosity, pour point, distillation characteristics. wax & asphaltene content

- Confirm casualty details (vessel type, status, oil onboard)
- Confirm spill details (e.g. pollutant type, volume spilled, weather, sea state)
- Utilise in-house information (e.g. charts, pilots, GIS, databases, models)
- Assess spill response preparedness (e.g. contingency plans, stockpiles, past cases)
- Attempt to predict fate & trajectory of spill and resources at risk
- Discuss likely seriousness of incident with P&I Club
- One or more technical advisers are mobilised to the site on request
- Remaining technical team provide support from the office in London











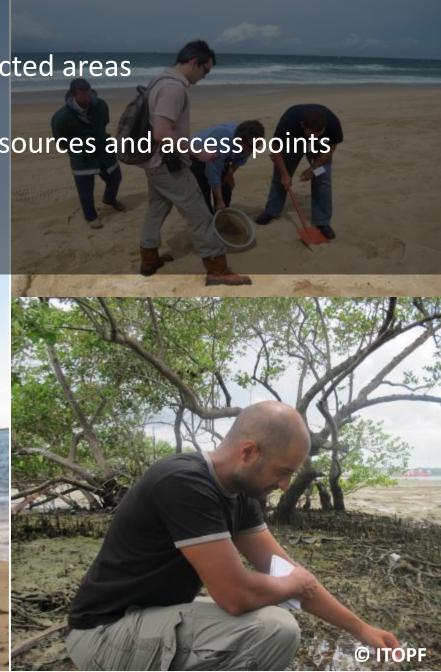
- Importance of joint aerial surveys of affected areas
- Obtain an overview of the incident and extent of oiling
- Overview of clean-up resources deployed and effectiveness
- Locate suitable aircraft twin engine
- Flight at the start or end of the day

• Importance of joint shoreline surveys of affected areas

• Extent of the pollution, location, sensitive resources and access points

Determine site specific response strategies











ADVICE ON END-POINTS







POST-SPILL: IMPACT ASSESSMENTS





- Recommend tried & tested protocols or arrange sampling and/or analysis
- Mobilise international specialists to assist with planning and execution
- Provide objective comments to all parties on proposals & reports



Liability under the Bunkers Convention





The International Convention on Civil Liability for Bunker Oil Pollution Damage



- 2001 Convention entered into force in 2008 and now in force in 79 jurisdictions
- Strict liability for "pollution damage"
- Compulsory insurance, certification, and rights of action against insurer
- Without prejudice to right to limit liability under any applicable limitation regime, notably the 1976 London Convention (LLMC) as amended



The scenario - developments





The scenario – Nairobi bites



- Europa is a signatory to the Nairobi International Convention on the Removal of Wrecks
- The Europan authorities issue a wreck removal order, citing the vessel's location in a marine nature reserve
 - The vessel must be de-bunkered and all pollutants removed
 - The vessel must be dismantled
 - "Every last nut and bolt" must be removed from the sea bed



The Nairobi Convention



- Came into force April 2015 largely untested
- Applies generally beyond the territorial sea to limit of EEZ
- Seagoing vessels, objects carried by ships, cargo requirement for hazard



The Nairobi Convention - themes



- Reporting and locating wrecks
- Criteria for determining hazards posed by a wreck
- Measures to facilitate the removal of a wreck
- Liability of the owners for costs of locating, marking and removing a wreck



The Nairobi Convention – key provisions



- Reporting of the wreck
- Warning of the wreck and marking
- Evidence of the relevant insurance
- Removal of the wreck by owners or the coastal state
- The liability of the registered owner



The Nairobi Convention – practical issues The Standard



- Evidence of insurance, in line with 1976 Convention limits
- Criteria Article 6
- No requirement for physical removal
- Use of Salvors WRECKHIRE 2010, WRECKFIXED 2010, WRECKSTAGE 2010
- Direct action against P&I Clubs



Discussion point (5 minutes)



– What are the CASTOR owners' options, faced with the wreck removal order?



The salvors' role







THE SALVORS ROLE

Brookes Bell Group



Marine scientific and technical consultants and surveyors

Providing comprehensive services in the marine and energy world



Emergency Response

In the event of a casualty, salvage services may or may not be contracted under LOF terms straight away by the owners and/or P&I Club.

The requirement for immediate assistance, and the nature and extent of same, will depend upon the circumstances.

In our scenario, the collision leaves CASTOR still with propulsion but she still presents a risk of structural failure, flooding and pollution.

What action should be taken, sign LOF or wait for the vessel to reach anchor and re-assess the situation?



Assume salvage services are engaged under LOF Terms and mobilisation begins.

Personnel:

- Salvage Master
- Salvage Superintendent/Engineer
- **Naval Architect**
- **Dive Master**

Equipment:

- Salvage Tug
- Pollution containment items (Booms etc)
- Pollution collection equipment (Pumps, compressors etc)
- Pollution containment craft & Personnel
- Pollution Hot-Tap Equipment
- Generators
- Lighting Rigs
- Welding/Cutting Equipment

LOF 2011



LLOYD'S STANDARD FORM OF SALVAGE AGREEMENT

(Approved and Published by the Council of Lloyd's)

NO CURE - NO PAY

Name of the salvage Contractors: [referred to in this agreement as "the Contractors")	 Property to be salved: The vessel: Her cargo freight burilers atones and any other property hereon but sectualing the personal effects or baggage of passangers matter or ones (watered to in this agreement as 'the property') 							
Agreed place of safety:	Agreed currency of any arbitral award and security (if other than United States dollars)							
5. Date of this agreement	5. Place of agreement							
7. Its the Scopic Clause incorporated into this agreement? State alternative : Yes/No								
8. Person algoing for and on behalf of the Contractors	Ceptain or other person signing for and on behalf of the property							
Signature:	Signature:							



In the event, CASTOR sinks at the anchorage off Europa and we are now dealing with a wreck removal and pollution.

Owners/P&I Club seek to terminate the LOF and transfer to a care taker contract involving:-

- Marking of the wreck
- Securing of the site from other vessels
- Pollution containment
- Oil removal
- Underwater surveys/damage assessment/containers



Wreck Removal

ITT prepared for wreck removal including recovery of containers



BROOKES BELL 7. The Work Required 7.1 The wreck is to be removed together with all related fixtures and fittings, debris and any remaining pollutants. That said, in case of re-floating, the hydraulic power-packs for deck machinery are to be left intact in case winches, windlasses, etc. are required. Paint supplies remain stored intact at the paint locker. 7.2 Although the bulk of pollutants should have been removed during the LOF salvage services, the compartments will not have been cleaned of all oil and the Contractors should assume that quantities of oils will remain trapped in parts of the wreck, including the double-bottom tanks, engine room and careb spaces. Therefore, the Contractors must have in place their own environmental protection and anti-pollution resources to deal with any pollution incident at the wreck site during the Operation. 7.3 The wreck, with all related fixtures and fittings, debris and remaining pollutants, must be safely removed and disposed of to the satisfaction of the Greek Authorities and Principals. All proceeds for any disposal of scrap materials should be reflected as a credit in the lump sum price and specified in the bid. 7.4 Upon removal of the wreck Contractors are to carry out, and record in the presence of representatives of the Principals and the Authorities, a side sonar scan of the grounding location and an area extending at least 100 m around that location, to confirm the removal of all material to the satisfaction of the attending representatives. Alternative means of inspection will be considered. 7.5. Upon completion of the inspection of the signature location and the above surrounding area, a "Certificate of Survey" is to be issued by Contractors confirming that the wreck location and an area of 100 m around that location has been inspected and cleared to the satisfaction of the Authorities. 7.8 The Contractors will be required to dispose of oils and slops remaining on board by a method, and at a location, of their choice and at their expense, but always in accordance with applicable legislation. Contractors are to indicate their intentions, and they will be required to obtain a "Certificate of Disposal" for all such pollutants.





Wreck Removal

- Selection of contractors
- Evaluation of tenders (Unpriced and Priced)

TENDER EVALUATION FOR WRECK REMOVAL OF CASTOR

Brookes Bell Group		MAMMOET Salvage		RESOLVE Salvage & Fire		SMIT		SVITZER	
		MAMMOET Salvage		RESOLVE Salvage & Fire		SMIT		SVITZER	
SELECTION CRITERIA	WEIGHTING (%)	Score	Notes	Score	Notes	Score	Notes	Score	Notes
Compliance with ITT Spec		#REF!		#REF!		#REF!		#REF!	
Technical/Method/Certainty		#REF!		#REF!		#REF!		#REF!	
Project Time									
Commercial Offer									
Final score		#REF!		#REFI		#REFI		#REFI	ľ
Ranking		#REF!		#REF!		#REF!		#REF!	



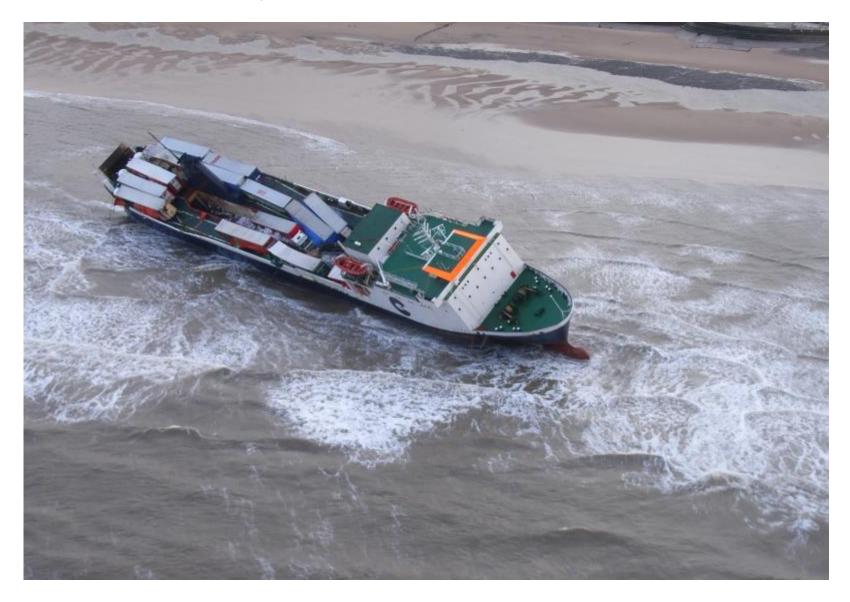
Wreck Removal

- Shortlist and Clarification Meetings
- Award of contract
- Wreck Removal Project





RIVERDANCE - LOF/SCOPIC





RIVERDANCE – Salvors' Mobilised Equipment

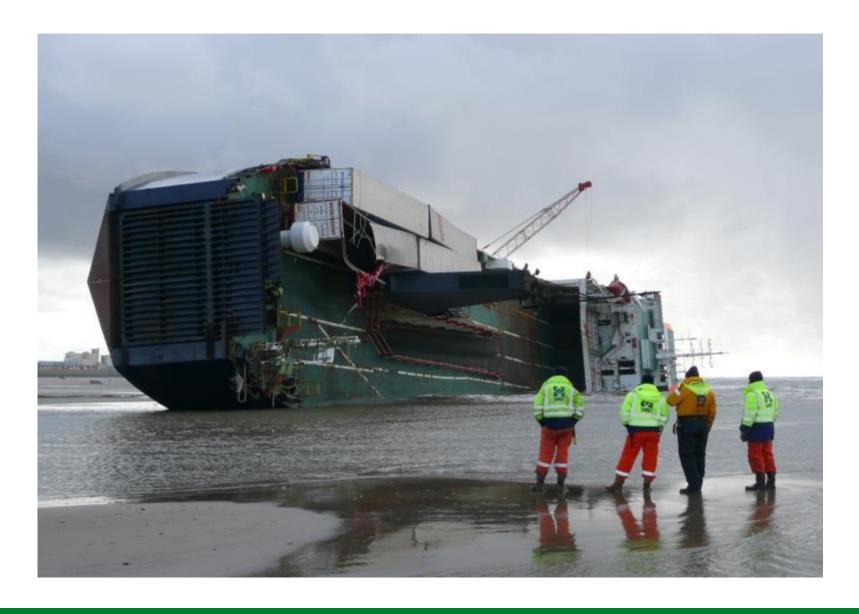




SALVAGE

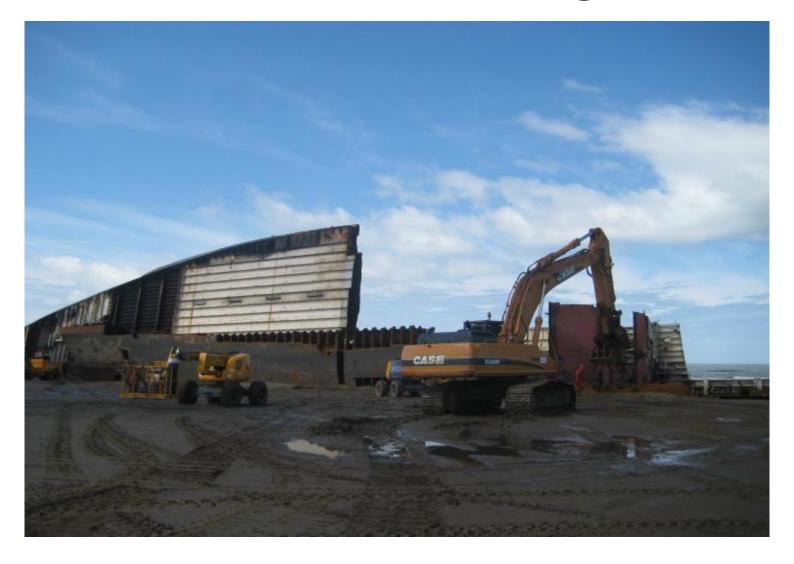


RIVERDANCE – Wreck Removal





RIVERDANCE – Final Stages



The scenario - developments





Introduction to coming issues on the POLLUX



- The POLLUX has drifted onto the sandy coastline of Lusitania
- Owners must consider on what terms to appoint salvors LOF, or wreck removal?
- How do salvors obtain security?



Welcome back!





Recap



- Both ships are badly damaged and the CASTOR has sunk
- The POLLUX is "safely" stranded on a sandy beach
- Europa is suffering serious pollution from the bunkers on board the CASTOR
- The CASTOR's owners have been ordered to remove the wreck...



Media management







How The Media Operates

Understanding the media's attitude and perspective towards the industry



June 2015



Navigate Response

Global provider of crisis communications response & reputation management for the maritime & offshore industries

Navigate Group:

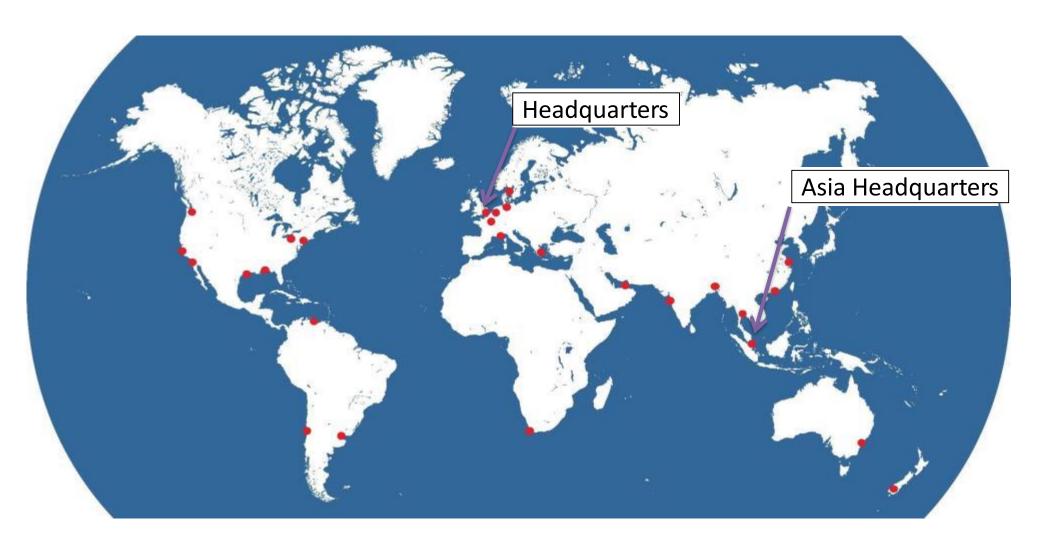
- -Navigate PR
- –Navigate Events
- -Navigate Response

Navigate Response

- 24/7 x 365 emergency advice, counsel & response
- Hands on support at the client's office or the scene
- Full media handling & reputation management services
- Social media monitoring & engagement
- Internal communications support
- Drills, training, exercises & planning



Navigate Response – Global Network



naVigate response



Mark Clark

BBC news journalist/editor

Crisis desksNational Health Service
Number 10

Maritime and Coastguard Agency
Head of Communications

Navigate Response
Many marine casualties
MSC Napoli / MV Prince / MT Atlantic
Prosperity / MV Dole America ...











When a crisis occurs



Picture the scene

• It's 0300 on Friday morning and your emergency phone

rings...





Changing pace

2 years ago

Incident

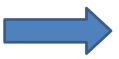


Live News

2 hours

Today

Incident



Live News

30 minutes





That sinking feeling

In the newsroom and in the boardroom

0-1 hrs: Crisis Chaos

1-3 hrs: Witch Hunt

3+ hrs: Siege

24hrs: Salvage

7 days:





What's happening in the newsroom?

The News Editor will want to know:

- What's happened?
- Who's involved?
- Why has it happened?
- Who's to blame?
- Where and when?
- How fast can we get there?
- Where are the pictures?
- Who can we talk to?





A 'print' journalist now has to:

- Tweet (and respond/defend reasonable queries)
- Blog (monitor comments)
- File web copy (different discipline)
- File long form copy (lay out background/arguments clearly)
- Record and edit video for the web site
- Record and edit audio for the web site
- Eat/sleep/remember family

News team mobilisation

- Kit TV trucks, radio cars, helicopters
- People editors, journalists, cameramen
- Comms videophones, radios







Multiple locations







At the scene

At the hospital

At your office



Big Brother

On scene journalists will watch, record and report your every move...





Where is the information coming from?

- Who is tweeting?
- Local journalists?
- Phone video on YouTube?
- A local using Skype?
- Owner's website?
- Crew's Facebook pages?
- Directors' LinkedIn pages?
- Crew's families?



naVigate response



Social media is changing how news breaks...



New York 9/11



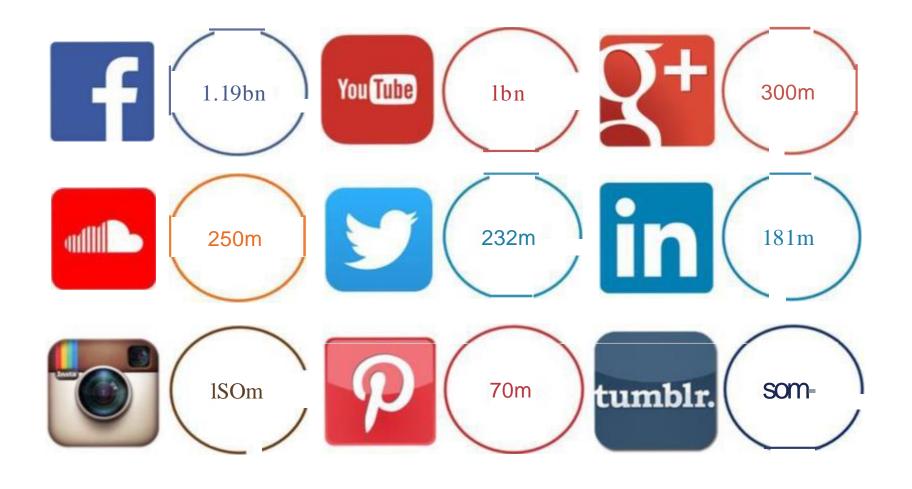


Tokyo 2013





Active Monthly Users of the 'Big 9'



80 minutes/day is spent on social media every day by the average person in the UK. That's more than people used to spend watching the evening TV news.



















naVigate response

There are more posts in 1 second than a fast reader can skim in 48 hours.

We now produce more information in 48 hours than in all of human history up to the year 2000.

- Google Executive Chairman Eric Schmidt

















naVigate response

A maritime incident will get noticed

- 1. New information you can share
- 2. Material with a personal impact
- Surprising / impressive pieces of trivia
- 4. Jokes
- 5. Incredible photos
- 6. Appeals to moral decency / outrage
- Celebrity (name recognition)
- 8. "Proof" that you were right
- Something that scares you
- 10. Success stories





260k

BLOGS

LIFESTYLE

186k SFollow

CELEBRITY

News sites are creating and embracing communities by integrating with social media



STUDENTS

Search The Huffington Post

TECH

SPORT

BUSINESS

Edition: UK -

FRONT PAGE

NEWS

POLITICS

UNITED KINGDOM

Q

ENTERTAINMENT

COMEDY



Understand what's happening...



...and be prepared to listen and act.

naVigate response

9 steps to remember:

- 1. Listen
- 2. Acknowledge
- 3. Respond early and often
- Be sorry or thankful
- 5. Establish a go-to source of information (FAQ)
- 6. Create a forum for discussion
- 7. Know when to take it offline (Rule of 3)
- 8. Alert the **whole** team
- Review and learn



Island Echo @islandecho - Jan 3

BREAKING: A large container ship 'Hoegh Osaka' has run around in The **Solent** and is listing to one side. Lifeboats in attendance #iwnews



13 29

8



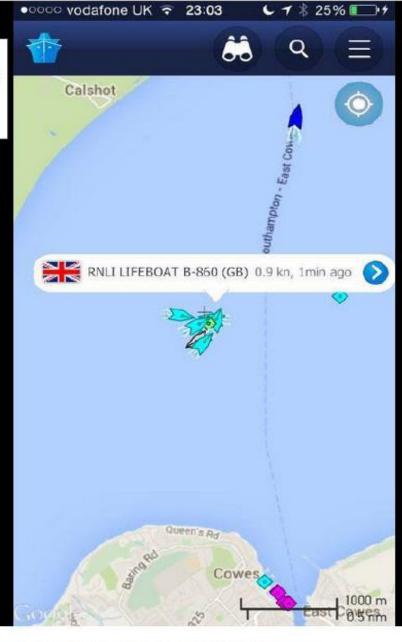
SailCork.com added 4 new photos.
3 January at 15:22 · 🚱

CAR CARRIER AGROUND IN THE SOLENT

The Hoegh Osaka left Southampton at 20:21 this evening, however has run aground NORTH OF Cowes near to the West Bramble Buoy in the Solent.

Lifeboats from Calshot and Yarmouth are in attendance alongside Coastguard Rescue 104 helicopter from Lee-on-Solent.







Richard Gaisford @richardgaisford - Jan 3

Lots of activity in #Solent tonight. Big car transporter run aground & listing. Two lifeboats, multiple tugs there.







DOM:

WE CHENNE

WHEN SHIP

INST CREEKS COUNTY OF

製車料像:2015-01-04-02:50:54 AM 模擬:

[大紀元:月4日報錄] (中央社論報4日法新電) 河間海洋管道群争天政・1艘大型運輸報標

该在其称葡萄奶油炸炸、胎上粉膏现在现已全新由血炸排料排洗出



Dyson wipes floor with May's student immigration plan

Sandale SAVETER

naVigate response

The future...



Small active team operating unmanned aerial services under contract to news desks..



Questions



The Master of the CASTOR – discussion (5 minutes)



- The Master of the CASTOR is taken into custody
- Should owners stay close, or distance themselves from him?



The Master – inside or outside the tent?



- Inside
 - Fees
 - Influence strategy
 - Collateral reputational damage
- Outside
 - Loose cannon?
 - No influence
 - Offends principle of support for crew



The scenario - developments





The POLLUX



- Local salvors are engaged on Lloyd's Open Form terms
- Large quantities of specialist, but obsolete, equipment are mobilised
- SCOPIC (Special Compensation P&I Club) clause is invoked
- SCR and CCR are appointed
- Security is provided by owners and charterers, but not cargo
- The operation does not go well...



LOF, SCOPIC and the SCR





LOF, SCOPIC and the SCR



- LOF and SCOPIC
- Lloyd's Open Form essentially an agreement to arbitrate
- "NO CURE NO PAY"
- Imposes on the salvors an obligation to use "best endeavours"
- Article 13 of the Salvage Convention criteria for fixing the reward
- Article 14 of the Salvage Convention Special Compensation
- Salvors' obligation deemed performed when the property is redelivered at the agreed place of safety



LOF and SCOPIC (cont'd)



- Article 14 successful?
- SCOPIC a top-up on the Article 13 award
- No requirement for damage to the environment
- Tariff rates
- Invoked by salvors



LOF and SCOPIC (cont'd)



- Security from owners (P&I) of USD 3 million within two working days
- Discount, if the Article 13 award is greater than the SCOPIC remuneration
- 25% of the difference but SCOPIC remuneration assed from earliest possible date
- Special Representatives



Special Casualty Representative







SPECIAL CASUALTY REPRESENTATIVE (SCR) Background

Brookes Bell Group



Marine scientific and technical consultants and surveyors

Providing comprehensive services in the marine and energy world



SPECIAL CASUALTY REPRESENTATIVE (SCR) Background

- Article 14 of the 1989 Salvage Convention introduced Special Compensation for the Salvor if the salved fund was insufficient to recover under Article 13.
- The SCOPIC clause (1999) endorsed the above concept and introduced a 25% uplift.
- Once SCOPIC is invoked by the Salvor, the Shipowner can appoint an SCR to attend the salvage operation in accordance with the Terms and Conditions of Appendix B of the SCOPIC clause.



SPECIAL CASUALTY REPRESENTATIVE (SCR) Requirements

The SCR should:-

- Have experience of marine salvage operations.
- Be independent and not beholden to any of the contracting parties.
- Be trusted and act with tact and integrity.
- Not be in the full time employment of a Salvage Company, P&I Club, or Property Insurer, nor should an SCR act as an exclusive consultant for a Salvage Company, P&I Club or Property Insurer.
- Be physically fit to preform the role having regard to strenuous activity in harsh environments.
- Be able to travel on world-wide basis and remain on site for extended durations.



SPECIAL CASUALTY REPRESENTATIVE (SCR) Main Role

- Although normally appointed by the P&I Club on behalf of the Shipowner, the SCR represents all salved interests.
- Appendix B of SCOPIC sets out the duties of the SCR, including:-

"The primary duty of the SCR shall be the same as the contractor, namely to use his best endeavours to assists in the salvage of the vessel and the property thereon and in so doing to prevent and minimise damage to the environment."

"The salvage Master shall at all times remain in overall charge of the operation, and make all final decisions as to what he thinks is best and remain responsible for the operation."



SPECIAL CASUALTY REPRESENTATIVE (SCR) Duties

- Monitor the salvage operation and liaise with the Salvage Master and other parties.
- Where appropriate offer advice and make recommendations to the Salvage Master.
- Review the Daily Salvage Reports and, where appropriate endorse same stating whether or not he is satisfied.
- If not satisfied with the salvage operation, prepare a dissenting report setting out any objection or contrary review and deliver it to the Salvage Master and transmit it Lloyds and other parties.



SPECIAL CASUALTY REPRESENTATIVE (SCR) Duties

As soon as reasonably possible after salvage services have terminated the SCR shall issue the "SCR's Final Salvage Report", setting out:-

- The facts and circumstances of the casualty and salvage operation.
- The tugs, personnel and equipment employed by the Contractor in preforming the operation.
- A calculation of the SCOPIC remuneration to which the Contractor may be entitled by the virtue of the SCOPIC clause.



COMPANY and CLUB REPRESENTATIVE Differences to the SCR

A company or other directly appointed representative operates independently to the SCR.

While the SCR must report to all parties, a separately contracted consultant for the P&I Club and or Owners can also attend on the vessel for the sole purpose of obtaining, and thereafter retaining, the relevant facts of the case.

This independent consultant would generally be required to collect evidence on the incident and could report his views and opinions on the salvage operation directly to his instructing party.

Contract selection







LOF

- LOF is a very short form two pages only
- Five pages of Standard Salvage and Arbitration clauses incorporated
- Master has authority to bind other interests and an agent of necessity
- Very little negotiation





WRECKHIRE

- Essentially a time and materials contract
- Eight pages of clauses, with annexed schedules of
 - Personnel, craft and equipment (SCOPIC schedules often incorporated)
 - Method of work
 - Form of contractor's daily reports





WRECKSTAGE

- Also similar to WRECKHIRE
- Fixed fee, but payable in stages
- Not "no cure no pay", largely due to the payment structure
- Possible additional payments in the event of delay
- No incentive scheme





WRECKFIXED

- Similar to WRECKHIRE, but for a fixed fee
- Basis is "no cure no pay"
- Unlike WRECKHIRE, there is no incentive scheme
- There are no additional payments in the event of delay



Security and termination



- The fundamental difference between LOF and WRECKHIRE, WRECKSTAGE and WRECKFIXED
- Negotiation on security?
- Termination under LOF no longer any prospect of a reasonable result
- Termination under SCOPIC contractors / owners
- Termination under WRECKHIRE by the owners at any time
- Termination under WRECKSTAGE and WRECKFIXED by the owners up to mobilisation, plus a cancellation fee



Costs under LOF and SCOPIC rates







Costs Under LOF 8 SCOPIC Rates **Brookes Bell** Group



Marine scientific and technical consultants and surveyors

Providing comprehensive services in the marine and energy world



LOF Award

Article 13 Award:

Salvage services and award still assessed in accordance with the criteria of Article 13 (a to j), e.g.

- Salved value of vessel and other property
- Skill and effort of salvors in minimising damage to the environment
- Measure of success
- Nature and degree of danger
- **Etc.....**





SCOPIC (Appendix A) provides specified tariff rates for personnel and equipment for mobilisation, and engagement in the contract, with 25% uplift.

For Personnel, examples of the current (2014) daily rates are reported to be as follows:

SALVAGE MASTER - US\$ 2,029.00
NAVAL ARCHITECT - US\$ 1,692.00
DIVING SUPERVISOR - US\$ 1,356.00
SALVAGE FOREMAN - US\$ 1,104.00
RIGGERS/FITTERS - US\$ 812.00

SCOPIC Tariff



SCOPIC 2014

APPENDIX A (SCOPIC)

1. PERSONNEL

(a) The daily tariff rate, or pro rata for part thereof, for personnel reasonably engaged on the contract, including any necessary time in proceeding to and returning from the casualty, shall be as follows:

Office administration, including communications	US\$1,361
Salvage Master	US\$2,029
Naval Architect or Salvage Officer/Engineer	US\$1,692
Assistant Salvage Officer/Engineer	US\$1,356
Diving Supervisor	US\$1,356
HSE qualified diver or his equivalent but excluding saturation or mixed gas drivers (whose rate should be agreed with the SCR or determined by the Arbitrator)	US\$1,217
Salvage Foreman	US\$1,014
Riggers, Fitters, Equipment Operators	US\$ 812
Specialist Advisors - Fire Fighters, Chemicals, Pollution Control	US\$1,361

- (b) The crews of tugs, and other craft, normally aboard that tug or craft for the purpose of its customary work are included in the tariff rate for that tug or craft but when because of the nature and/or location of the services to be rendered, it is a legal requirement for an additional crew member or members to be aboard the tug or craft, the cost of such additional crew will be paid.
- (c) The rates for any personnel not set out above shall be agreed with the SCR or, failing agreement, be determined by the Arbitrator.
- (d) For the avoidance of doubt, personnel are "reasonably engaged on the contract" within the meaning of Appendix A sub-clause 1(a) hereof if, in addition to working, they are eating, sleeping or otherwise resting on site or travelling to or from the site; personnel who fall ill or are injured while reasonably engaged on the contract shall be charged for at the appropriate daily tariff rate until they are demobilised but only if it was reasonable to mobilise them in the first place.
- (e) SCOPIC remuneration shall cease to accrue in respect of personnel who die on site from the date of death.

TUGS AND OTHER CRAFT

(a) Tugs, which shall include salvage tugs, harbour tugs, anchor handling tugs, coastal/ocean towing tugs, off-shore support craft, and any other work boat in excess of 500 b.h.p., shall be charged at the following rates, exclusive of fuel or lubricating oil, for each day, or pro rata for part thereof, that they are reasonably engaged in the services, including proceeding towards the casualty from the tugs location when SCOPIC is invoked or when the tugs are mobilised (whichever is the later) and from the tugs position when their involvement in the services terminates to a reasonable location having due regard to their employment immediately prior to their involvement in the services and standing by on the basis of their certificated b.h.p.:

For each b.h.p. up to 5,000 b.h.p.	US\$2.99
For each b.h.p. between 5,001 & 12,000 b.h.p.	US\$2.14
For each b.h.p. between 12,001 & 20,000 b.h.p.	US\$1.49
For each h.h.n. over 20,000 h.h.n.	US\$0.75

(ii) Any tug which has aboard certified fire fighting equipment shall, in addition to the above rates, be paid:

US\$737 per day, or pro rata for part thereof, if equipped with Fi Fi 0.5 US\$1,468 per day, or pro rata for part thereof, if equipped with Fi Fi 1.0



SCOPIC Cost Sheet

SCR GUIDELINES APPENDIX 2

DAILY COST SCHEDULE

(to be completed by the SCR)

	Resource Engaged	Quantity	Work Done	Day On	Day Off	Total Days	SCOPIC Rate p.d.	Cost Rate p.d SCOPIC sub-clause 5(iv)(a)	Running Sub Total	25% SCOPIC Uplift	10% Cost Uplift SCOPIC sub-clause 5(iv)(a)	Running SCOPIC Remuneration Total - SCR	Running SCOPIC Remuneration Total Contractors	SCR Comments
8						CAF	RRIED FORW	ARD						
Salvors' Craft	82	20 00		-0			82	20 10		200	200 0	9 8	3 5	50
							Î							
	13	0 0					N.	8	- 8	2	8			
Third Dark Corb		5 8					100	5 5		517	58			
Third Party Craft	62	E 0		1	F3 81		C.	B 8	1 8	(2)	12			8
		8		1	8 8		10			23	3			
				†			R .	8	1 8	8				
Salvors' Personnel							.v.s			27				
							n							
	3	8 9		1	8		G.	ğ - 3	- 3		8 9			
									وللله	60				
Third Party Personn	el						PS.				-			
	3	S S		-	i		I.C.	3	- 3		8 8			
				_			8			0.00		—	_	
Salvors' Equipment	-12						12							5
Garrette Equipment	T .	ř i		î –	i i		ř –	i -		-		Ì	Ť	
	3	8 8					Š.		- 8	8	8			
							,			545				
Third Party Equipme	nt	100			× ×		FLS	100	175	.51	V2 8			.16
	S.						8			8				7
	-			-			8							
TOTAL				1			8	F	- 9	2	F			

Explanatory Note

Total Days:



SCOPIC - Cost sheet

An example of a cost sheet is detailed below:-

4														
5	CAS	TOR			LOF 25.0	06.2015		WP						
6														
7	SCOPIC calculation up to:25/06/2015 24:00Hrs													
8	SALVOR'S CRAFT	On hire	Off hire	Total days	ltem rate	Stby/Worl	Daily rate	Total	Capping rat	Total applicab	Uplift 25%	Grand total	Comment	Mobilization
9	S/T"BB LUUKAS" BHP 6.250	25/05/2015 08:15	30/06/2015 00:00	35.656250	\$17,625.00	100%	\$17,625.00	\$628,441.41		\$628,441.41	\$157,110.35	\$785,551.76		
10	S/T"BB LUUKAS" BUNKERS/LUBS			0.000				\$0.00		\$0.00	\$0.00	\$0.00		
11	ZODIAC ex "BB LUUKAS" >14ft(4,2mtrs)	25/05/2015 00:00	19/06/2015 00:00	25.000	\$473.00		\$473.00	\$11,825.00		\$11,825.00	\$2,956.25	\$14,781.25		
12														
13							\$18,098.00	sub total 1		\$840,268.41	\$160,066.60	\$800,333.01	WP	
14														
15	SUBCONTRACTED CRAFT & EQUIPMENT													
16	OSV/ERRV "BB SCALES"(Oil Recovery Vessel)	25/05/2015 00:00	30/06/2015 00:00	36.00000	\$20,520.00	100%	\$20,520.00	\$738,720.00		\$738,720.00	\$184,680.00	\$923,400.00	euro 18.000+fuel/lu	ex-BB
17	OSV/ERRV "BB SCALES"(Oil Recovery Vessel) STB	Υ		0.00000		100%		\$0.00		\$0.00	\$0.00	\$0.00		ex-BB
18				0.00000		100%		\$0.00		\$0.00	\$0.00	\$0.00		
19				0.00000		100%		\$0.00		\$0.00	\$0.00	\$0.00		
20							\$20,520.00	sub total 2		\$738,720.00	\$184,680.00	\$923,400.00	WP	
21										·		,		
22	SALVOR'S EQUIPMENT ON SITE													
23														
24	AS PER LIST (2nd Tab in excel sheet)	25/05/2015 00:00	30/06/2015 00:00	36.000						\$317,786.00	\$79,448.50	\$397,232.50		ex-Warehouse
25														
25 26 27							\$7,356.00	sub total 3		\$317,786.00	\$79,448.50	\$397,232.50	WP	
27							Ţ- ,				***************************************	, ,		



SCOPIC - Cost sheet

An example of a cost sheet for equipment is detailed below:-

3		CASTOR							
4									
5	No.	SALVOR'S EQUIPMENT ON SITE	Work rate	Stby rate	25/05/2015 00:00	26/05/2015 00:00	27/05/2015 00:00	28/05/2015 00:00	29/05/2015 00:00
6			100%	50%					
7	1	1 20' CONTAINER	\$53.00	\$26.50	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00
8	2	1 SET COMPLETE HOT TAP MACHINE(w/equipm)	\$1,351.00	\$675.50	\$675.50	\$675.50	\$675.50	\$675.50	\$675.50
9	3	100m HOSES LAYFLAT FOR HOT TAP	\$250.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00
10	4	AIR PUMP 2" 18m3/h	\$101.00	\$50.50	\$50.50	\$50.50	\$50.50	\$50.50	\$50.50
14	8	AIR PUMP 3" 48m3/h	\$117.00	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50
15	9	AIR PUMP 3" 48m3/h	\$117.00	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50	\$58.50
18	12	200m AIR HOSES 1"	\$206.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00	\$103.00
19	13	ATLAS COPCO AIR COMPRESSOR 111HP	\$203.00	\$101.50	\$101.50	\$101.50	\$101.50	\$101.50	\$101.50
20	14	PERKINS D/G 50KVA	\$80.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
21	15	DIESEL OIL TANK 1m3	\$80.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
22	16	DIESEL OIL TANK 0,5m3	\$80.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
23	17	9 DISTRIBUTION BOARDS 380v32A	\$720.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00	\$360.00
24	18	500m SUPPLY CABLES 380V 32A	\$1,133.00	\$566.50	\$566.50	\$566.50	\$566.50	\$566.50	\$566.50
25	19	ELECTRICAL SUBMERSIBLE PUMP 2" 10m3/h	\$68.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00	\$34.00
86					\$10,528.50	\$10,528.50	\$10,528.50	\$10,608.50	\$10,938.50
87									

In this example the items in RED are those that have reached their capped value as the contract has progressed



SCOPIC -Cost Summary

	US\$
Salvor's Craft	876,084
Subcontracted craft (OIL RECOVERER I)	1,164,791
Salvor's equipment on site	424,989
Damaged equipment	7,868
Personnel (Salvage, admin and divers)	957,221
Subcontractors (excluding vessel)	2,247,389
Movement sensors	103,123
Out of Pockets	186,496
Total	5,967,960
25% uplift	1,491,990
Grand Total	7,459,950

Short discussion (10 minutes)



- What would you choose LOF? SCOPIC? WRECKHIRE? WRECKSTAGE? WRECKFIXED?
- How long to let the LOF run?
- Effect of Clause 9 of SCOPIC?



The scenario - developments





The scenario - the Lusitanian authorities have a go at salvage...



- Lots of local content required by Lusitanian law
- Little, or no, progress is made
- The Lusitanian Maritime Authority intervenes...



The role of the state - intervention





Powers of intervention



- Powers of intervention
- Purpose
 - Removing, preventing or reducing the risk to safety or of pollution
 - Securing safety of a ship/installation, persons or property
- Application
 - Safety UK Territorial Waters (12 miles)
 - Pollution UK Exclusive Economic Zone, 200 miles/median line
 - Pollution offshore installations UK Continental Shelf
- Directions
 - Ship/installation is/is not to be moved, use of facilities, remove from UK waters
 - Destruction of a vessel or installation!
- Served to
 - Masters, owners, offshore operators, managers, servants, Harbour Masters etc.



Place of refuge requests



- A place of refuge request to the MCA
 - Salvors, Master or owners situation assessment
- Request forwarded to SOSREP as the designated UK competent authority for assigning a place of refuge
- MCA CPS Branch identify potential safe havens
- Harbour amenities
 - Discharge, repair / dry-dock facilities, berthing availability etc
- SOSREP assessment to determine the most appropriate location(s)
 - EG, LA, Harbour, MCA, owners, salvors discuss
- Official request to Port Manager/Harbour Master



Use of powers of intervention



- Harbour Master assessment of request
 - Decision to refuse entry
 - Rationale to be provided
 - Commercial activity, port impact
- SOSREP and Harbour discussion
- SOSREP decision to retain current preference
- If agreement cannot be reached a Notice of Direction issued to the Harbour Master to permit access
- SOSREP will work with Harbour on terms of entry
- Agree restrictions, limitations, salvage passage plan



A consequence of not considering?







Short discussion (5 minutes)



- What claims might the owners of the CASTOR and the POLLUX face?
- What insurances might cover them?



Claims





Claims covered by P&I and H&M



- P&I
 - Pollution
 - Wreck removal
 - Personal injury/death
 - Cargo
 - Fines
- H&M
 - Salvage
 - Loss/damage to the vessel



Post-incident claims handling



- Internal resourcing extra staff?
- Liaison with insurers
- Third-party assistance
 - Lawyers
 - Correspondents
 - Technical experts
 - Litigation support



Post-incident claims handling – cont'd



- Mitigating claims liabilities
 - Cargo
 - Pollution
 - Business interruption
 - Authorities claims protocol
 - People claims



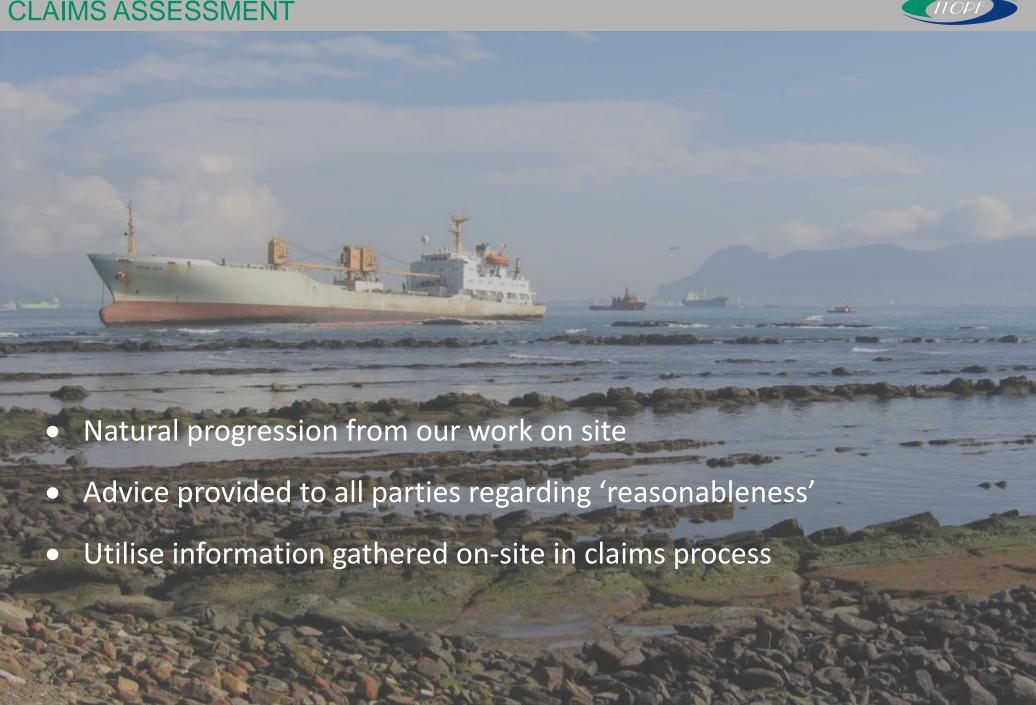
ITOPF's role in pollution claims







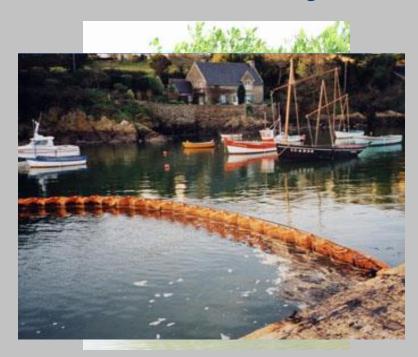






ITOPF involvement in oil pollution claims - four categories:

- Preventive measures e.g. protective booming, clean-up
- Property damage e.g. private yachts, fishing gear
- Economic loss e.g. fishing, tourism
- Environmental damage







Technical assessments - primarily for P&I Clubs

- What would the cost of a <u>reasonable</u> response have been?
- What are reasonable losses?
- Reasonable based on objective criteria:
 - Response should seek to prevent or minimise pollution damage
 - Incur costs or losses that are appropriate local context
 - Scientific evidence

ASSESSMENT CRITERIA



- Based on text of the Civil Liability & Bunkers Conventions
- Criteria in IOPC Fund 1992 Claims Manual
- Applied by ITOPF to all claims consistency
- Irrespective of whether incident is in a Convention state
- Irrespective of vessel type



ASSESSMENT PROCESS



- Time delay electronic copy
 - raw invoices
 - lack of information
 - narrative, maps, photographs, minutes etc.
- Analysis of supporting information
- Speed verses detail overview or full assessment flexibility
- Work with correspondents / surveyors guidance
 - local knowledge of incident
 - resources / rates
 - language
 - large claims
- ERIKA French State claim ~250,000 pages



Claims Assessment

- On-site verification did actions take place?
 - were losses incurred?
- Audit does the claim reflect these actions/losses?
 - do sums add up?
- Reasonable were the actions taken and costs reasonable?



Boat hulls Nets Mariculture facilities Water intakes Roads / Paths

- Cleaning, re
- Survey of da
- Account is t
- Betterment
- ITOPF woul
 e.g. civil / hig





FISHERIES

Fishing or harvesting bans
Oiled fishing gear / facilities
Tainting of stock
Public perception – consumers

TOURISM

Oiled beaches or other tourist facilities
Public perception – holidaymakers

Assessment of claims based on previous years' financial records and tourism or fish market data



Claims expected under several regimes:

Civil Liability and Bunker Convention States

- Reasonable & justifiable restoration accepted
- The costs should be in proportion to the damage and expected benefits

National legislation

Valuations based on abstract quantifications calculated from theoretical models

- Quantity spilled
- Area impacted
- Environment type
- Environment use
- Species impact



ITOPF provides technical assessments

- Costs incurred for purely political or public relations reasons are beyond the scope of a technical assessment
- ITOPF assessment is a recommendation and is only one opinion
- Support to Club case handler in negotiations with claimants

Pollution - liability





Pollution - liability



- Which claims against the CASTOR are for 'pollution damage' under the Bunkers Convention?
- Does it matter whether they fall within the Convention or not?
- Which claims are limitable under LLMC?
- What rights, if any, does the CASTOR have in respect of its port of refuge expenses?
- Could any claims in respect of pollution be brought against the POLLUX, based on its share of blame for the collision?



Summary and wrap up – issues arising





Regulatory status



The Standard Club Ltd is regulated by the Bermuda Monetary Authority. The Standard Club Ltd is the holding company of the Standard Club Europe Ltd and the Standard Club Asia Ltd. The Standard Club Europe Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Standard Club Asia Ltd is regulated by the Monetary Authority of Singapore.

Charles Taylor Services Limited (CTS) is authorised and regulated by the Financial Conduct Authority to carry out general insurance mediation activities for commercial clients. For more details please see www.fsa.gov.uk/register/home.do or call the FCA on 0845 606 1234. CTS is a wholly owned subsidiary of Charles Taylor Holdings Limited. The ultimate parent and controlling company is Charles Taylor plc.





www.standard-club.com



www.ctplc.com