

## **INFORMATION FOR PROSPECTIVE MEMBERS**

### **What is the purpose of OPOL?**

OPOL is a reflection of the responsible attitude of the offshore oil industry to ensure that harm is not caused by its operations, and demonstrates that the industry can properly organise its affairs so that if oil pollution should be caused from offshore facilities, valid claims will be met in accordance with the conditions and within the limits set out.

OPOL provides a mechanism for the settlement of such claims expeditiously and without disputes. It ensures that funds are available to meet claims, both through the requirement to show evidence of financial responsibility and by reason of the obligation on parties to contribute to claims due from a party that fails to meet its obligations.

### **Who may be parties to OPOL?**

OPOL is structured so that only the operator, or intending operator, under a licence may be a party. In the case of a joint venture, the operator assumes the obligations under OPOL for all other participants.

### **How is application made to become a party to OPOL?**

An operator or intending operator wishing to become a party may submit an Application to the Association on Form A.

### **How is OPOL made to apply to offshore facilities?**

A party makes OPOL applicable to the offshore facilities for which it is the operator by providing the Association with evidence of financial responsibility as detailed in the Rules which makes all of its operated offshore facilities subject to OPOL.

### **What are the obligations assumed under OPOL by making it applicable to offshore facilities?**

As a result of providing evidence of financial responsibility to the Association, if a spill occurs from any of its facilities, the operator agrees to meet claims for clean up and pollution damage in accordance with the liability provisions set out in Clause IV of OPOL. Liability is accepted, with certain exceptions, and has an overall limit of U.S \$250,000,000 per incident. This acceptance of liability cannot supplant legal liability, but it does provide a means of dealing with claims that is simpler and more satisfactory both to the claimant and to the operator.

A party to OPOL additionally agrees to contribute, in proportion to the number of relevant offshore facilities operated by it on the date of the incident in question, towards payment of claims due from a party that fails to meet its obligations. The party also agrees to pay its share of the administration costs of the Association.

### **What are the obligations if no offshore operations are being carried out?**

A party to OPOL which is not carrying out offshore operations will, at the Association's request, be required to certify that it is not an operator.

The only other obligation of a party not involved in offshore operations is to pay the annual subscription calculated in accordance with OPOL.

### **What other action is necessary prior to the commencement of operations?**

The only obligation or action required is to provide evidence of financial responsibility to the Association per OPOL and the OPOL Rules prior to the commencement of operations.

### **Why is evidence of financial responsibility necessary?**

As well as providing evidence of cover for all offshore facilities, this is also a protection to the party and claimants so as to ensure that the party has made adequate provision to meet the obligations assumed under OPOL. It also protects the other parties to the extent that they have agreed jointly to contribute to the payment of claims due from a party that fails to meet its obligations.

### **Who provides evidence of financial responsibility?**

The operator must provide evidence of financial responsibility in respect of the total venture irrespective of the extent of its interest in that venture.

### **How is evidence of financial responsibility provided?**

The operator may arrange to use any one, or a combination of, the following methods from 1 January 2016:

1. Insurance, by having an insurance company, agent or broker acceptable to the Association complete Form FR-1, FR-1G, FR-2 or FR-2G. The insurance cover must be for an amount of not less than U.S. \$250,000,000 for any one incident and U.S. \$500,000,000 in the annual aggregate (subject to any reduction permitted by the Association to take account of any additional evidence of financial responsibility provided to the satisfaction of the Association); provided however that such annual insurance aggregate shall not operate as a limitation of liability under OPOL. A maximum deductible of U.S. \$10,000,000 in respect of any one occurrence will be permitted. Insurers are required to satisfy the credit or financial strength rating requirement set out in Forms FR-1, FR-1G, FR-2 or FR-2G, as relevant.
2. Guarantee on Form FR-3 or FR-3G issued by a Guarantor acceptable to the Association, e.g. a leading bank.
3. Qualification as a self-insurer, by providing a financial statement meeting certain specified criteria. The consolidated financial statement of a parent company may be utilised, in which event an acknowledgement of commitment is required on Form FR-4.

### **For what period is evidence of financial responsibility to be provided?**

Evidence of financial responsibility must be maintained throughout the period that operations are taking place. If the financial responsibility is limited in time or is terminated or materially altered for any reason, and the operations are still continuing, the Association must be advised and further evidence forwarded demonstrating appropriate continuation of financial responsibility. If operations will not be continuing then the operator will be obliged to certify that, with effect from not later than such expiry or termination, it will cease to be an operator.

### **How does the parties' contribution to claims operate, and what are the obligations of the parties?**

The Association requires evidence of financial responsibility, which should ensure that funds are available to meet claims. In the unlikely event that claims are not met because the party itself is unable to meet its obligations, which remain with it, the remaining parties would have to make good any deficit, provided that the conditions in Article 4.3 of the Association's Articles of Association are met.

The parties to OPOL agree to contribute proportionately towards any such deficit. For the purposes of calculating the contribution, the offshore facilities operated are classified broadly into units (those relating to the production, treatment, storage or transport of natural gas or natural gas liquids being excluded for this purpose). The share to be borne by each party is in the proportion that the number of units operated by that party bears to the total number of units of all the parties, except that of the defaulting party, at the time of the incident. Thus the amount involved is likely to be only a small proportion of the total sum involved in any claim.

### **What contribution is required towards the administrative costs?**

An annual subscription is payable by all parties based on the number of members at the beginning of each financial year and the budgeted total administration costs for that year and is borne equally by all members.

### **When may a party withdraw from OPOL?**

A party can withdraw from the OPOL Agreement with no less than 3 months' written notice:

- a) to expire on 1 May in any year; or
- \*b) if it has not been an operator of an offshore facility to which the OPOL Agreement is applicable at any time since it became a party to the OPOL Agreement; or
- \*c) if it, having been the operator of one or more offshore facilities to which the OPOL Agreement is applicable whilst a party to the OPOL Agreement, shall have ceased to be the operator of all such offshore facilities.

\*Note that the party's withdrawal in b) and c) above may be effective at any date provided no less than 3 months' written notice has been given.

A Party also has the right to withdraw if it votes against a Resolution to amend OPOL, and that Resolution is adopted.

(Clause XI.A.2 of the OPOL Agreement)

*Last revised: 01 April 2016*