

Joint Rig Committee

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To: Offshore Energy practitioners

OPOL Endorsement

On 21st June 2017 there was a minor change to the OPOL Agreement. The change made was to delete some obsolete wording regarding termination of OPOL membership. The 1st January 2016 Agreement allowed termination of Membership via two options, either on:

- 1) 1st May each year with not less than 3 months' notice; or
- 2) 3 months' notice at any time.

Accordingly it was decided that the 1st May provision was not required.

The updated OPOL Endorsement refers to the latest OPOL Agreement and is now available for the market to use.

The model clause will shortly be available via the [Lloyd's Wordings' Repository](#).

James Straker-Nesbit
Secretary

OPOL Endorsement

- 1) In this endorsement, the following words or expressions shall have the same meaning as in Clause 1 (Definitions) of the Offshore Pollution Liability Agreement ("the OPOL Agreement") effective at 21 June 2017 including the :
 - a. "*Claim*"
 - b. "*Incident*"
 - c. "*Offshore Facility*"
 - d. "*Pollution Damage*"
 - e. "*Remedial Measures*"
- 2) This endorsement only covers such insured that is either a member of The Offshore Pollution Liability Association Ltd. (OPOL) or liable under a joint operating agreement to a member of OPOL [in respect of the *Offshore Facility* set out in the attached Schedule].
- 3) Notwithstanding any conditions, exclusions or warranties applicable to this Insurance, but subject always to the application of all limits, retentions, deductibles and/or excesses, the cover provided under this Insurance will extend to indemnify the insured in respect of:
 - a. obligations imposed on the insured under Clause IV of the OPOL Agreement in respect of *Remedial Measures* and/or *Pollution Damage* arising out of or resulting from an *Incident* and
 - b. the liability of the insured arising under a joint operating agreement to a member of OPOL in respect of that member's obligations under the OPOL Agreement in respect of *Remedial Measures* and/or *Pollution Damage* arising out of or resulting from an *Incident*.
- 4) This endorsement does not provide coverage for:
 - a. liability under any other clause of the OPOL Agreement including but not limited to any fees or sums payable to OPOL, or
 - b. guarantees offered in respect of liability attributable to any other party to OPOL or for any other reason whatsoever, or
 - c. any *Incident* which does not first commence during the Policy Period, or d) any *Claim* filed over one year from the date of the *Incident*, or
 - d. that part of any *Claim* or circumstance in respect of an *Incident* notified by the insured that is valid and collectable under any other OPOL insurance, or
 - e. fines and penalties or punitive or exemplary damages.
- 5) Notwithstanding the coverage provided by this endorsement, this endorsement is not evidence of any financial responsibility on the part of insurers under the OPOL

Agreement and is not to be relied on for such purpose and the benefits of the coverage are not intended to be conferred upon any party other than the insured.

- 6) Insurers may cancel and/or change the coverage provided under this endorsement subject to 35 days' written notice to the insured. Unearned premium will be returned in the event that there are no losses to this policy.
- 7) Unless otherwise expressly agreed, any coverage under this endorsement shall be additional to but shall have the benefit of any other valid and collectible insurance of or for the benefit of the insured, either primary or excess, which is then in force to insure its liability for seepage, pollution or contamination, including, without limitation, any coverage afforded under general or umbrella liability insurance, any environmental impairment liability insurance, any operator's extra expense insurance or any Protection and Indemnity Club entry.
- 8) In the event of an *Incident*, the insured shall be under an obligation diligently to pursue on a timely basis its rights against any other party including specifically rights of contribution and indemnity under any joint operating agreement or the OPOL Agreement and insurers shall be subrogated to and shall have the benefit of all of the insured's rights.
- 9) This endorsement shall always be construed in accordance with the laws of England & Wales. Any dispute or difference arising out of or in connection with this endorsement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

[SCHEDULE]