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International Oil Pollution Compensation Funds

Agenda Item 3	IOPC/NOV21/**3/6**	
Date	22 September 2021	
Original	English	
1992 Fund Assembly	92A26	
1992 Fund Executive Committee	92EC77	●
Supplementary Fund Assembly	SA18	

INCIDENTS INVOLVING THE IOPC FUNDS — 1992 FUND

HAEKUP PACIFIC

Note by the Secretariat

Objective of document:	To inform the 1992 Fund Executive Committee of developments regarding this incident.
Summary:	In April 2013, the Secretariat was informed of an incident which took place in April 2010 in the Republic of Korea. The *Haekup Pacific*, an asphalt carrier of 1 087 GT, was involved in a collision with the *Zheng Hang*. The *Haekup Pacific* was heavily damaged on its aft port quarter as a consequence of the collision on 20 April 2010 and subsequently sank in waters approximately 90 metres deep on 21 April 2010 off Yeosu, Republic of Korea. The *Haekup Pacific* was laden with 1 135 metric tons of asphalt cargo together with bunkers comprising 23.37 metric tons of intermediate fuel oil (IFO) and 13 metric tons of marine diesel oil (MDO). The *Haekup Pacific* was entered as a 'relevant ship' within the definition of the Small Tanker Oil Pollution Indemnification Agreement (STOPIA) 2006 and therefore STOPIA 2006 will apply, increasing the limit to SDR 20 million (USD 28.49 million) [<1>]. Shortly after sinking, a small spill of some 200 litres of oil occurred resulting in some minor pollution. The *Haekup Pacific*'s P&I Club (UK P&I Club) paid some USD 136 000 for clean-up and preventive measures costs. In early May 2010, the City of Yeosu and Marine Police issued removal orders to the shipowner, requesting it to remove the wreck (with the asphalt cargo on board) and the bunkers remaining on board. In April 2013, the shipowner/insurer issued legal proceedings against the 1992 Fund in the Seoul Central District Court. This was done before the expiry of the three-year anniversary of the date when the damage occurred in order to protect their rights in respect of any future liability for costs of the removal. The UK P&I Club indicated that if the shipowner/insurer and the 1992 Fund could agree that the pollution damage which triggered the three-year time bar under the 1992 Fund Convention had not yet occurred (as no costs had yet been incurred in respect of the potential claim for removal operations), then only the six-year time bar under the 1992 Fund Convention would be applicable.

[<1>] Based on the exchange rate of 30 June 2021 (SDR 1 = USD 1.4245).

	Therefore, the UK P&I Club and the 1992 Fund settled the terms of an agreement on the facts, stating that since the costs of the potential claim for the removal operation had not been incurred by the shipowner/insurer as the removal operation had not yet taken place, the damage in respect of the removal operation claim had not yet occurred for the purposes of Article 6 of the 1992 Fund Convention. The legal proceedings commenced by the shipowner/insurer against the 1992 Fund were withdrawn in June 2013. In November 2015, the shipowner instructed surveyors to conduct an environmental assessment so as to submit a report to the City of Yeosu and Marine Police. The report concluded that the sunken vessel with the asphalt cargo on board did not pose a hazard to the environment and it was safe to leave the wreck with the asphalt cargo, lying in its present position and condition. On 19 April 2016, the shipowner and insurer filed a claim against the 1992 Fund for USD 46.9 million<2> plus interest. In December 2016, the shipowner/insurer amended the claim to USD 53.27 million to reflect a revised estimate of the costs that would be incurred to remove the asphalt cargo, bunkers and wreck, and served the 1992 Fund through diplomatic channels. The claim was subsequently amended to USD 25.13 million (taking into consideration the STOPIA 2006 limit) before the expiry of the six-year time bar, in order to preserve the shipowner and insurer's rights against the 1992 Fund in the event that they are instructed to comply with the wreck and oil removal orders. The 1992 Fund has not yet been served with the amended claim form for USD 25.13 million in accordance with the STOPIA 2006 arrangement. In April 2017, following an agreement reached between the UK P&I Club and the 1992 Fund, the Court agreed to stay the proceedings until further notice. In September 2019, the City of Yeosu urged the shipowner/insurer to implement the wreck and oil removal orders by 10 February 2020, and to submit a document to the City and the Korean Coast Guard by the same date, containing information regarding the current situation on the ship and the shipowner/insurer's plans for: (1) the removal of oil residue and the cargo; (2) the wreck removal; and (3) the prevention of oil pollution that might occur during the removal operation.
Recent developments:	The shipowner hired a salvage company to examine the wreck's current condition. In June 2020, the salvage company conducted a remotely operated vehicle (ROV) survey of the wreck and provided its results to a firm of naval architects and marine engineers retained by the *Haekup Pacific's* P&I Club, to prepare a report. The report recommends that the *Haekup Pacific* be left undisturbed but the City of Yeosu and Marine Police have since instructed the shipowner to remove the bunker fuels from the wreck since, in their view, the possibility cannot be ruled out that there are bunker fuels remaining in the wreck. The bunker fuel oil removal operation is due to commence in October 2021. In the legal proceedings between the shipowner/insurer of the *Haekup Pacific* and the shipowner/insurer of the *Zheng Hang*, the appeal by the shipowner/insurer of the *Zheng Hang* against the shipowner/insurer of the *Haekup Pacific* was heard by the Supreme Court. Matters have been delayed by the outbreak of the COVID-19 virus, but the Supreme Court has referred the case back to the appellate court so that the appellate court can reconsider the question concerning whether the vessel's removal was

	necessary and whether the administrative orders to salvage and remove the vessel should be revoked.
Relevant documents:	The online *Haekup Pacific* incident report can be found via the Incidents section of the IOPC Funds' website.
Action to be taken:	1992 Fund Executive Committee Information to be noted.

1 Summary of incident

Ship	*Haekup Pacific*
Date of incident	20.04.2010
Place of incident	Yeosu, Republic of Korea
Cause of incident	Collision and subsequent sinking
Quantity of oil spilled	Estimated to be approximately 200 litres (one barrel)
Area affected	No immediate impact on coastline
Flag State of ship	Republic of Korea
Gross tonnage	1 087 GT
P&I insurer	UK P&I Club
CLC limit	SDR 4.51 million (USD 6.42 million)<1 & 2>
STOPIA/TOPIA applicable	Yes – STOPIA 2006 limit of SDR 20 million (USD 28.49 million) <1>
CLC + Fund limit	SDR 203 million (USD 289.17 million)<2 & 3>
Compensation paid	None paid to date by the 1992 Fund. USD 136 000 paid by insurers in respect of clean-up and preventive measures.

2 Background information

The background information to this incident is summarised above. Further details on the background information and claims submitted are provided in the online *Haekup Pacific* incident report.

3 Applicability of the Conventions

3.1 At the time of the incident, the Republic of Korea was a Party to the 1992 Civil Liability Convention (1992 CLC) and the 1992 Fund Convention. The limit of liability of the shipowner is estimated to be SDR 4.51 million. The *Haekup Pacific* was also entered as a 'relevant ship' within the definition of the Small Tanker Oil Pollution Indemnification Agreement (STOPIA) 2006.

3.2 Under the terms of STOPIA 2006, the 1992 Fund has legally enforceable rights of indemnification from the shipowner for the difference between the limitation amount applicable to the tanker under the 1992 CLC (SDR 4.51 million) and the total amount of admissible claims, or SDR 20 million, whichever is less.

<2> The limitation court will establish the exchange rates when the shipowner's right to limit liability is established.

<3> The CLC and Fund limit (SDR 203 million) will be converted into national currency on the basis of the value of that currency by reference to the SDR on the date of the decision of the 1992 Fund Assembly as to the first date of payment of compensation in accordance with Article 4(4)(e) of the 1992 Fund Convention.

4 Claims for compensation

As at 22 September 2021, the only claim which remains filed against the 1992 Fund is the claim filed by the shipowner/insurer in the Seoul Central District Court. This includes the estimate of the costs that would be incurred to remove the asphalt cargo, bunkers and wreck, and takes into consideration the fact that the vessel falls under the provisions of STOPIA 2006 under which the insurer voluntarily agreed to increase its liability to SDR 20 million.

Revised claim filed at court

Claim item	**Amount**
Clean-up and preventive measures	USD 0.13 million
Estimated salvage costs to remove the asphalt cargo, bunkers and wreck	USD 53.14 million
Less	-
Shipowner's STOPIA 2006 limit of liability amount (based on SDR 20 million) at date of filing of claim[<4>]	USD 28.14 million
Value of revised claim filed at court	**USD 25.13 million**

5 Limitation proceedings

No limitation proceedings have been commenced.

6 Civil proceedings

6.1 In April 2013, the shipowner/insurer commenced legal proceedings against the 1992 Fund in the Seoul Central District Court.

6.2 At the time of filing the proceedings against the 1992 Fund, the UK P&I Club indicated to the Secretariat that they had no wish to further pursue the matter through the courts but only wished to protect their rights in respect of the costs already incurred and their potential claim for the costs of the removal operations before the expiry of the three-year anniversary of the date of the damage. The UK P&I Club indicated that because the authorities had not yet officially withdrawn the removal orders originally issued in 2010, the shipowner/insurer might yet be required to undertake or bear the costs of the removal operations at some stage in the future.

6.3 In this regard, the UK P&I Club indicated that if the shipowner/insurer and the 1992 Fund could agree that the pollution damage which triggered the three-year time bar under the 1992 Fund Convention had not yet occurred (as no costs had yet been incurred in respect of the potential claim for removal operations), then only the six-year time bar under the 1992 Fund Convention would be applicable. Assuming such an agreement could be reached, the shipowner/insurer would withdraw the lawsuit they had filed and would await developments regarding the potential claim for the removal operations until the six-year period expired. Such a contractual agreement would be in the interests of the shipowner/insurer and the 1992 Fund, as neither party would wish to continue with potentially costly legal proceedings.

[<4>] Based on the exchange rate of 18 April 2016 (SDR 1 = USD 1.407450) when the claim was submitted to the Seoul Central District Court by the UK P&I Club. The final exchange rates will be set by the limitation court when the shipowner's right to limit liability is established.

6.4 Therefore, in conjunction with the 1992 Fund's lawyers and noting that the ultimate decision regarding the time bar issue would be a matter for the national courts to decide, the 1992 Fund agreed the terms of an agreement on facts stating that, since the removal operations had not yet taken place and the estimated costs had not been incurred by the shipowner/insurer, the damage in respect of the removal operation claim had not yet occurred for the purposes of Article 6 of the 1992 Fund Convention.

6.5 As a consequence of signing the agreement, the legal proceedings commenced by the shipowner/insurer were withdrawn in June 2013 and the parties agreed to let matters lie, pending the possible revocation of the removal orders.

6.6 In September 2016, the City of Yeosu and Marine Police and the Ministry of Oceans and Fisheries (MOF) had a meeting to consider issues regarding the *Haekup Pacific* and agreed to continue discussing the management plan for the vessel, taking into consideration the environmental assessment report conducted in November 2015.

6.7 As it appeared that the removal orders would not readily be lifted, in April 2016, the shipowner/insurer took the precaution of filing a claim against the 1992 Fund to protect their rights in respect of the costs already incurred and their potential claim for the costs of the removal operations, before the expiry of the six-year anniversary of the date of the incident which caused the damage.

6.8 The claim originally filed against the 1992 Fund in April 2016 amounted to USD 46.9 million plus interest, based on a shipowner's limit of liability of SDR 4.51 million.

6.9 Subsequently, in December 2016, the shipowner/insurer amended the claim to USD 53.27 million to reflect a revised estimate of the costs that would be incurred to remove the asphalt cargo, bunkers and wreck. From that sum they deducted an amount equivalent to SDR 20 million due to the fact that the vessel fell under the provisions of STOPIA 2006, under which the insurer voluntarily agreed to increase its liability to SDR 20 million. Accordingly, following these amendments, the revised claim against the 1992 Fund amounts to USD 25.13 million.

6.10 In April 2017, following an agreement reached between the UK P&I Club and the 1992 Fund, the Seoul Central District Court agreed to stay the proceedings until further notice. At that time, the 1992 Fund's lawyers advised that the courts may, of their own volition, resume court hearings at a future date to check the status of the dispute and ascertain whether the parties wish to request a further stay of proceedings.

6.11 In December 2017, the 1992 Fund was advised that in the related litigation between the shipowners/ insurers of the colliding vessels, the Seoul High Court had ruled that although experts opined that the wreck removal of the *Haekup Pacific* was very difficult or almost impossible and there was no detailed plan for the wreck removal, since the authorities' wreck removal order remained effective despite repeated requests for its withdrawal, it was difficult to consider the wreck removal order to be null and void simply based on the experts' opinion/parties' submissions; accordingly the shipowner of the *Haekup Pacific* was still obliged to remove the vessel. Therefore, the Court stated that it was reasonable to deem that the damages for the wreck removal costs had in fact arisen.

6.12 The shipowner/insurer of the *Zheng Hang* appealed against the Seoul High Court's judgment to the Supreme Court of the Republic of Korea and in early July 2020, the Supreme Court rendered its judgment.

6.13 The 1992 Fund's lawyers particularly noted various extracts of the Supreme Court judgment, as follows:

Facts recognised by the Court

a. The *Haekup Pacific* sank in waters 90 meters deep and was buried to the bottom of the seabed and, provided the keel clearance of at least 50 meters is maintained, ships are safe to sail through this area;

b. There has been no trace of either the oil or the asphalt cargo from the *Haekup Pacific* since it sank and considering the temperature of the seabed, any oil or asphalt remaining in the vessel should be stabilised through solidification. Furthermore, no diesel oil appears to have remained in the vessel as it would have been diffused with seawater or evaporated following the sinking, so the risk of environmental pollution appears to be minimal;

c. If the *Haekup Pacific,* which has remained in the seabed for a prolonged period of time is to be salvaged or removed, there is a high risk of destroying the hull leading to the exposure of the remaining oil or asphalt which poses further pollution concerns;

d. The operation of salvaging or removing the vessel would be a technically difficult task requiring advanced diving technology in the environment involving strong currents, limited visibility and the risk of the destruction of the vessel's hull. It would also be difficult to assess the costs for salvaging/removing the vessel and the overall risk level, as there has been no prior cases where a wreck was salvaged/removed from a similar depth as the *Haekup Pacific.*

The Supreme Court's judgment

6.14 The Supreme Court judgment also notes that even though the Korean authorities had, at the time the vessel sank, issued orders to salvage and remove the vessel in circumstances where it was considered to be a risk to other ships navigating the area and to the ocean environment, it was difficult to salvage and remove the vessel under those orders for a prolonged period of time because the vessel had sunk to a depth of 90 meters below the surface. Furthermore, it notes that the local authorities had not attempted to enforce those orders. It is understood that this was because: (1) it was extremely difficult, if not impossible, to salvage or remove the vessel because of the high costs and technical difficulties; and (2) there was a possibility that the administrative orders could be revoked as the vessel no longer posed the aforementioned risks.

6.15 The Supreme Court judgment stated that it was not, therefore, reasonable to conclude that the owners had actually suffered foreseeable losses from incurring costs related to salvaging or removing the vessel, just because the administrative orders were still in effect, especially when a detailed plan for salvaging or removing the vessel was not even in place at the time the hearings took place.

6.16 The Supreme Court referred the case to the appellate court so that the appellate court could reconsider the question concerning whether the vessel's removal would be necessary and whether the administrative orders to salvage and remove the vessel should be revoked.

6.17 The 1992 Fund's lawyers are of the view that the judgment from the Supreme Court appears to have opened a way so that the City of Yeosu could revoke the wreck removal order should it choose to do so. However, it appears that the City of Yeosu has decided not to revoke the wreck removal order which remains in place thus far and at the date of drafting the document, the appellate proceedings are still underway.

Possible recourse action against the owner of the Zheng Hang

6.18 The 1992 Fund's lawyers informed the 1992 Fund that the damages claimed by the shipowner of the *Haekup Pacific* against the colliding vessel amounted to USD 30.79 million and 70% of the claim was recognised by the Seoul High Court judgment, which was rendered in October 2017[<5>].

6.19 Accordingly, the shipowner of the *Haekup Pacific* would ordinarily be in a position to recover approximately USD 21.55 million from the shipowner/insurer of the *Zheng Hang*. However, the shipowner of the *Zheng Hang,* is believed to be close to entering into liquidation and although the owning company is still listed as active in Hong Kong, the only ship that was registered under its ownership was the *Zheng Hang* and the records show that the ship was sunk in 2011, therefore, it is unclear how much money, if any, the shipowner of the *Haekup Pacific* may recover from the shipowner of the *Zheng Hang*.

6.20 Under Korean law, the time bar for a recourse action is 10 years from the date of payment but as the 1992 Fund has not yet paid any compensation in respect of this incident, it is not appropriate to consider commencing a recourse action against the owner of the *Zheng Hang,* at this stage.

6.21 Furthermore, given the financial status of the owner of the *Zheng Hang*, the 1992 Fund's Korean lawyers advise that it may not be financially worthwhile for the Fund to pursue a recourse action against the *Zheng Hang* interests in any event.

7 Recent developments

7.1 In late September 2019, the City of Yeosu urged the shipowner/insurer to implement the wreck and oil removal orders by 10 February 2020 and in order to do so, to submit a document to the City and the Korean Coast Guard by the same date, containing information regarding the current situation on the ship and the shipowner/insurer's plans for: (1) the removal of oil residue and cargo; (2) the wreck removal; and (3) the prevention of oil pollution that might occur during the removal operation.

7.2 The shipowner obtained a time extension from the City of Yeosu, in order to hire a salvage company to examine the wreck's current condition. In July 2020, the salvors used a remotely operated vehicle (ROV) to survey the wreck, determine the condition and disposition of the wreck, and the presence or absence of hydrocarbon leaks, and subsequently provided the results of their survey to a firm of naval architects and marine engineers retained by the P&I Club, to advise upon the status of the wreck and the risk of oil related pollution originating from the wreck.

The status of the wreck and risk of oil pollution

7.3 The report indicates that at the time of sinking, the ship was carrying a cargo of 1135 tonnes of asphalt, and some 23.4 m^3 of Heavy Fuel Oil and 13 m^3 of diesel oil. Contemporary sources indicate that at the time of the sinking, approximately 200 litres of oil spilled, with no additional information to indicate that oil has leaked from the wreck. The report states that this does not mean that any oils remain on board as any subsequent leak may have been gradual and undetected.

7.4 The report states that the wreck[<6>] is sitting on the seabed at a depth of 89 metres, lying on its port side, capsized approximately 120° from vertical and has settled into the seabed (consisting of viscous

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[<5>] Based on the contributory negligence of the colliding vessel.

[<6>] The structure of the *Haekup Pacific* was found to be well-preserved and largely intact with few signs of corrosion, with fishing nets and equipment heavily enshrouding the wreck.

soil with gravel, sand and silt) to a depth of approximately 5.4 metres, with further settling expected, and the possibility that the wreck will eventually disappear within the seabed.

7.5 The ROV took samples of the seabed in four locations adjacent to the wreck. These samples were sent to a laboratory for independent analysis which did not detect any oil present or leaching into the seabed from the wreck.

7.6 Furthermore, whilst the report states that it is unknown whether any oil remains on the wreck, given the disposition of the wreck, any fuel remaining in the fuel tanks will be above the height of the tank vents and thus would remain contained. The report states that if fuel was present at a level below the tank vents it was possible that the fuel may have leaked from the tanks but, given the passage of time since sinking, it had probably already occurred and the tank vents for the port side tanks are now buried beneath the seabed, rendering it improbable that any contained fuel could leak through those vents.

7.7 In order to assess the risk of oil escaping from the tank vents, the naval architects and marine engineers conducted computer analysis to ascertain whether, in the as-surveyed vessel condition, any oil in the tanks was likely to be above or below the open end of the oil tank vent pipes. Their analysis concluded that in none of the scenarios analysed, would the level of oil be such that there was a risk of any remaining oil escaping. Moreover, noting that the inclination of the wreck had increased over time, the report indicates that any risk was expected to diminish further.

7.8 The report also stated that if any seawater had previously entered the oil tanks through the vent tanks prior to the vessel capsizing to approximately 120° from vertical, this would have cooled the fuel oil in the fuel oil tanks, and the fuel oil would have become very viscous, eventually too viscous to flow, and any diesel oil remaining in the diesel tanks would be trapped once the level of the vent head moved below the level of the residual diesel in the tank.

7.9 The report concludes by commenting on the dangers inherent with any oil removal operation including: the need for saturation divers[<7>] to conduct the hot-tapping oil removal operation; the strong currents; poor visibility and entanglement; as well as the location of the wreck site being subject to monsoons and typhoons, severely limiting the available windows of reliably good weather.

Costs of oil removal and wreck removal operations

7.10 The report's authors estimated the likely costs of any oil and/or wreck removal operations, taking into consideration the current COVID-19 quarantine rules, as follows:

Table 1: Estimated costs of oil and/or wreck removal costs

	Current costs estimates	**14-day COVID-19 quarantine allowance**	**Total estimated costs**
Cost of oil removal	USD 15.57 million	USD 961 406	**USD 16.53 million**
Cost of wreck removal	USD 54.35 million	USD 1.23 million	**USD 55.58 million**

<7> Saturation diving involves an operation where the divers live inside a special habitat on board a dive support vessel (DSV) where they are maintained under a pressure that is equal to the ambient pressure at the working depth. The divers are maintained at pressure for up to several weeks.

Survey report conclusions

7.11 In addition to the foregoing points regarding the absence of evidence of oil leaks from the wreck, and the minimal likelihood of further leaks from the wreck given the disposition of the wreck in relation to the seabed, the report notes that the prevailing currents in the region of the wreck flow to the north-east, and if the remaining oil leaked from the wreck, it would likely be carried away from the wreck location though the Korea Strait and into the Sea of Japan. The report states that it is unlikely that significant quantities of oil would land on the Korean Peninsula.

7.12 The report concludes that given the probability that there are only minimal amounts of free hydrocarbons remaining on the wreck and noting the high risk of oil spills associated with any operation to remove or verify the quantities remaining, the report's authors were of the opinion that the wreck of *Haekup Pacific* should remain undisturbed.

Developments since November 2020

7.13 The Secretariat requested that the 1992 Fund's lawyers to contact the *Haekup Pacific*'s lawyers to ascertain the next steps and were told that after the salvor's report was published, the City of Yeosu and the MOF issued an order to the *Haekup Pacific's* owners, to remove all remaining oil from the wreck, as it was unclear from the salvage report whether all the *Haekup Pacific's* bunker fuels had already leaked out and thus whether a further risk of pollution remained.

7.14 It is understood that a contract has since been awarded to a Chinese salvage company to remove any remaining heavy fuel oil and diesel from the wreck, and the operation is due to commence in October 2021 and to complete in November 2021.

7.15 Following the completion of the bunker oil removal operation, the court is expected to render a judgment with regard to the cost of removing the oil from the wreck sometime in 2021. The issue relating to the cost of the oil removal may also be resolved by way of a settlement agreement among the parties without the court's involvement.

7.16 It is understood that when the bunker fuel removal operation has been completed, it is probable that the City of Yeosu will revoke the wreck removal order. The insurer/shipowner would then be able to claim the costs of the bunker fuel oil removal operation during the court proceedings at the appellate court.

7.17 The 1992 Fund's lawyers advise that it will likely take at least a year, or possibly two years, depending on the outcome of the discussions between the insurer/shipowner and the City of Yeosu, and the progress of the appellate court proceedings, for this matter to be concluded.

8 Director's considerations

8.1 The Director notes that, at present, the wreck and oil removal orders remain in place, and that despite the report prepared by the naval architects and marine engineers, a decision has been taken by the City of Yeosu and Marine Police, to order the owners of the *Haekup Pacific* to remove the bunker fuels from the wreck of the vessel. The Director also notes that in April 2016, the shipowner/insurer of the *Haekup Pacific* took the precaution of filing a claim against the 1992 Fund in respect of the costs already incurred and their potential claim for the costs of the removal operations, before the expiry of the six-year anniversary of the date of the incident which caused the damage.

8.2 The Director is aware that at present, no claim for the costs of the wreck and oil removal operation can be assessed since the wreck and oil removal operations have not yet commenced, but that an operation to remove any remaining bunker fuel is due to start in October/November 2021.

8.3 The Director also notes that the City of Yeosu, Marine Police and the MOF have been closely considering the next actions to be taken by each side in respect of the removal orders currently in place. The Director is also aware that the 1992 Fund's lawyers have advised that since the litigation against the 1992 Fund by the shipowner/insurer of the *Haekup Pacific* is dependent on the result of the related litigation between the colliding vessels, the 1992 Fund should wait for the appellate court to issue its judgment and thus, should agree to any further requests to stay the litigation with the shipowner/insurer of the *Haekup Pacific*.

8.4 Therefore, the Director considers that the most prudent step to take is to await the decision of the authorities and in the meantime, if steps are required to be taken in defence of the shipowner/insurer's claim, it would be on the basis that no damages for the costs of the removal operations have in fact yet been incurred by the shipowner/insurer of the *Haekup Pacific*.

8.5 The Director will report any developments in respect of this incident at the next session of the 1992 Fund Executive Committee.

9 Action to be taken

1992 Fund Executive Committee

The 1992 Fund Executive Committee is invited to take note of the information contained in this document.

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