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INCIDENTS INVOLVING THE IOPC FUND

Reports on Developments in respect of Certain Incidents of Particular Interest

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Note by the Director

1 Introduction

This document sets out the developments since the 40th session of the Executive Committee in respect of certain incidents which may be of special interest to delegations.

2 Patmos

(Italy, 21 March 1985)

2.1 The Greek tanker *Patmos* (51 627 GRT), carrying 83 689 tonnes of crude oil, collided with the Spanish tanker *Castillo De Montearagon* (92 289 GRT), which was in ballast, off the coast of Calabria in the Straits of Messina (Italy). Approximately 700 tonnes of oil escaped from the *Patmos*. Most of the spilt oil drifted on the surface of the sea and dispersed naturally. Only a few tonnes of oil came ashore on the Sicilian coast. The Italian authorities undertook extensive operations in order to contain the spilt oil and to prevent it from polluting the Sicilian and Calabrian coasts.

2.2 The owner of the *Patmos* and the owner's insurer, the United Kingdom Steamship Assurance Association (Bermuda) Ltd (UK Club), established a limitation fund with the Court of Messina. The Court fixed the limitation amount at Lit 13 263 703 650 (£5.1 million).

2.3 Claims were lodged against the limitation fund, totalling Lit 76 112 040 216 (£29.2 million). Most of the claims were settled out of court. Some claims were subject to litigation, and judgements were rendered by the Court of first instance and, in January 1994, by the Court of Appeal in Messina.

The latter judgement dealt in particular with a claim by the Italian Government for damage to the environment, which was partly accepted. In respect of the judgement rendered by the Court of Appeal, reference is made to document FUND/EXC.40/8, paragraph 2.8.

2.4 As a result of the judgement of the Court of Appeal, the total amount of the accepted claims is Lit 11 583 298 650 (£4.5 million), which is below the limitation amount applicable to the *Patmos* (Lit 13 263 703 650). All accepted claims have been paid by the shipowner. Since the *Patmos* was flying the flag of a State (Greece) which at the time of the incident was not Party to the Fund Convention, the shipowner is not entitled to indemnification under Article 5.1 of the Fund Convention. It has been confirmed that there will be no appeals against the judgement rendered by the Court of Appeal. The IOPC Fund will therefore not be called upon to make any payments of compensation or indemnification. Consequently, the IOPC Fund is not entitled to appeal against the judgement.

2.5 The IOPC Fund has incurred costs and expenses totalling £596 871.

3 Kasuga Maru N°1

(Japan, 10 December 1988)

3.1 The Japanese coastal tanker *Kasuga Maru N°1* (480 GRT), carrying approximately 1 100 tonnes of heavy fuel oil, capsized and sank in stormy weather off Kyoga Misaki in the Kyoto prefecture (Japan). The sunken tanker, lying at a depth of approximately 270 metres, leaked oil. Extensive fishing activities are carried out in the area.

3.2 All claims for compensation were settled between October and December 1989. The IOPC Fund paid ¥425 million (£1 887 819), representing the aggregate amount of the agreed claims minus the shipowner's liability of ¥17 million (£75 515). Indemnification of the shipowner, ¥4 million (£16 813), was paid by the IOPC Fund in March 1991.

3.3 There is no reliable estimate of the quantity of oil which remained in the sunken vessel. In the settlement agreements, the claimants reserved their right to claim additional compensation for pollution damage caused by further leakage of oil after the date of the respective agreements. However, any further claims for compensation became time-barred in December 1994.

3.4 The total cost to the IOPC Fund in respect of this incident (including fees and expenses) is £2 023 777.

4 Rio Orinoco

(Canada, 16 October 1990)

The incident

4.1 The asphalt carrier *Rio Orinoco* (5 999 GRT), registered in the Cayman Islands, experienced problems with the main engine while en route from Curaçao to Montreal with about 9 000 tonnes of heated asphalt cargo and about 300 tonnes of intermediate fuel oil and heavy diesel oil on board. During repairs in the Gulf of St Lawrence, the ship dragged anchor in bad weather and grounded on the south coast of Anticosti Island (Canada) on 16 October 1990. An estimated 185 tonnes of the intermediate fuel oil was spilled and came ashore east of the grounding position. About ten kilometres of the coastline were heavily polluted, and small patches of oil were spread over a further 30 kilometres. No asphalt cargo was spilled. Over subsequent weeks the cargo cooled and a significant part became solid.

4.2 The weather deteriorated and the grounded ship moved, finally coming to rest wedged between rocks. The Canadian Coast Guard attempted to refloat the vessel in December 1990, but these attempts failed. After extensive preparations, the ship was finally refloatated on 7 August 1991 and removed to a safe haven.

4.3 The *Rio Orinoco* was entered with Sveriges Ångfartygs Assurans Förening (the "Swedish Club") for both hull and P & I insurance.

4.4 The limitation amount applicable to the *Rio Orinoco* was fixed by the Canadian Court at Can\$1 182 617 (£543 000). The limitation fund was constituted by the Swedish Club by means of a letter of guarantee.

Claims settlements

4.5 The Canadian Government's claims relating to the clean-up operations were settled and paid for a total amount of Can\$11 791 848 (£5 645 200). The IOPC Fund paid a total amount of Can\$1 040 044 (£458 635) to the Swedish Club in respect of subrogated claims for the cost of clean-up operations and waste disposal.

Investigation into the cause of the incident

4.6 The Transport Safety Board of Canada carried out an investigation into the cause of the incident. The Board's Report stated that the *Rio Orinoco* had grounded after dragging her anchors following a main engine failure. From the findings in the Report, it appeared that the underlying cause of the incident was the unseaworthiness of the ship at the beginning of the voyage both as regards the equipment and its maintenance/state of repair, and as regards the crew manning the vessel. In a communiqué from the Transport Safety Board the *Rio Orinoco* was referred to as a "substandard ship".

4.7 As regards the content of the Report, reference is made to paragraphs 5.3-5.7 of document FUND/EXC.40/3.

Legal action taken by the IOPC Fund

4.8 In October 1993, as a precautionary measure, the IOPC Fund brought legal action in the competent Federal Court of Canada against the owner of the *Rio Orinoco* (Rio Number One Ltd) and the company which managed the vessel (Horizon Management Corp Inc). In the statement filed with the Court, the IOPC Fund requested that the defendants be ordered to pay, jointly and severally, to the IOPC Fund the sum of Can\$12 831 892 (the total amount paid by the Fund), plus interest. The IOPC Fund also took action against the Swedish Club as guarantor of the shipowner's liability.

4.9 In the light of the findings of the Transport Safety Board, the IOPC Fund took the view that the ship was not seaworthy when it ran aground and that the incident was due to this unseaworthiness. The findings indicated, in the Fund's view, that the shipowner must have been aware of the condition of the ship and the lack of qualifications of the crew. For this reason, the IOPC Fund maintained in its pleadings to the Court that the incident occurred as a result of the actual fault or privity of the shipowner and that the owner was not entitled to limit his liability (Article V.2 of the Civil Liability Convention).

4.10 At its 40th session, the Executive Committee took the view that it would not be meaningful to pursue legal action against the shipowner or the management company, since it was unlikely that these companies would have any assets against which a judgement could be enforced. For the same reason, the Committee decided that it would not be worthwhile pursuing action against the individual directors of the management company (document FUND/EXC.40/10, paragraphs 3.2.2 and 3.2.3).

4.11 The Executive Committee had previously taken the position that, except in collision cases, the IOPC Fund should only take recourse action in cases where there were very strong reasons for taking such actions and a considerable likelihood of success. At its 40th session, the Committee noted that the "pay to be paid" rule in the Swedish Club's Rules (ie that the Club is under an obligation to

indemnify the shipowner only for compensation actually paid to the injured party) would probably be upheld by the Canadian courts if a direct action were pursued against the Swedish Club in Canada under Canadian maritime law. A number of delegations made the point, however, that as a matter of policy the IOPC Fund should try to recover any amount paid by it in compensation if an incident were caused by the unseaworthiness of the ship involved. For this reason, it was generally felt that further consideration should be given to the possibility of the IOPC Fund taking legal action against the Swedish Club in Sweden. The Director was therefore instructed to seek further legal advice on the possibility of taking successful legal action in Sweden against the Swedish Club to recover the amount paid by the Fund, and to refer the matter back to the Executive Committee when such advice had been received (document FUND/EXC.40/10, paragraphs 3.2.6 and 3.2.7).

4.12 At its 42nd session, the Executive Committee agreed with the Director's conclusion that in the *Rio Orinoco* case, on the basis of the further advice received, it was unlikely that the Swedish Courts would set aside the "pay to be paid" rule in the Swedish Club's Rules. For this reason, the Committee decided that the IOPC Fund should not take legal action against the Swedish Club in Sweden (document FUND/EXC.42/11, paragraphs 3.1.4 and 3.1.5).

4.13 The Executive Committee examined at its 42nd session whether and, if so, to what extent the IOPC Fund was exonerated from its obligation under Article 5.1 of the Fund Convention to indemnify the shipowner and his insurer for a portion of the limitation amount prescribed in Article V.1 of the Civil Liability Convention. The Committee took the view that, as a result of the fault or privity of the shipowner, the *Rio Orinoco* did not comply with certain requirements relating to the maintenance of ships laid down in Chapter I, Regulation 11 of the International Convention for the Safety of Life at Sea, 1974, as modified by the 1978 Protocol thereto, and that the incident and the ensuing pollution damage was wholly caused by this non-compliance. For this reason, the Committee decided that, pursuant to Article 5.3 of the Fund Convention, the IOPC Fund was wholly exonerated from its obligation to pay indemnification to the shipowner and his insurer (document FUND/EXC.42/11, paragraphs 3.16 and 3.17).

4.14 The Swedish Club has informed the Director that it will not bring legal action against the IOPC Fund in respect of the question of indemnification.

Cost to the IOPC Fund

4.15 The total cost to the IOPC Fund as a result of this incident is £6 401 939, out of which £250 052 represents fees and expenses.

5 Vistabella

(Caribbean, 7 March 1991)

5.1 The sea-going barge *Vistabella* (1 090 GRT), registered in Trinidad and Tobago and carrying approximately 2 000 tonnes of heavy fuel oil, was being towed by a tug on a voyage from a storage facility in the Netherlands Antilles to Antigua. The tow line parted and the barge sank to a depth of over 600 metres, 15 miles south-east of Nevis. An unknown quantity of oil was spilled as a result of the incident, and the quantity which remained in the barge is not known.

5.2 In total, five jurisdictions were affected as a result of this incident. However, only the pollution damage in the French Department of Guadeloupe and in the British Virgin Islands qualified for compensation from the IOPC Fund. The independent State of Saint Kitts and Nevis was not a Member of the IOPC Fund at the time of the incident. Puerto Rico and the United States Virgin Islands are not covered by the Fund Convention. The Kingdom of the Netherlands has not extended the application of the Fund Convention to the Netherlands Antilles.

5.3 The *Vistabella* was not entered in any P & I Club. It appears that the vessel was covered by a third party liability insurance, but the IOPC Fund has been unable to establish the extent of this

cover. The limitation amount applicable to the ship is not known. The shipowner and his insurer did not respond to invitations to co-operate in the settlement procedure. Following an investigation of the financial position of the shipowner, it appeared unlikely that he would be able to meet his obligations under the Civil Liability Convention unless there was an effective insurance cover.

5.4 The IOPC Fund paid compensation amounting to FF8 127 519 (£986 519) to the French Government in respect of clean-up operations. Compensation was paid to private claimants in St Barthélemy and the British Virgin Islands and to the Authorities of the British Virgin Islands in the amounts of FF110 010 (£11 040), US\$6 099 (£3 198) and US\$1 969 (£1 033), respectively.

5.5 The French Government brought legal action against the owner of the *Vistabella* and his insurer in the Court in Basse-Terre (Guadeloupe), claiming compensation for clean-up operations carried out by the French Navy. The IOPC Fund intervened in the proceedings and acquired by subrogation the French Government's claim. The French Government has withdrawn from the proceedings.

5.6 There has been very little progress in the proceedings. In view of the weak financial position of the shipowner and the uncertainty of the extent of insurance cover, the Director will consider whether it is worthwhile for the IOPC Fund to pursue its action to recover the amounts paid by the Fund to claimants.

6 Agip Abruzzo

(Italy, 10 April 1991)

The incident

6.1 While lying at anchor two miles off the port of Livorno (Italy), the Italian tanker *Agip Abruzzo* (98 544 GRT) was struck at night by the Italian ro-ro ferry *Moby Prince*. Both vessels caught fire. All passengers and all crew members but one on board the ferry (143 persons in all) died, and the ferry was totally burned out. There were no fatalities on board the tanker, although some crew members were injured.

6.2 The *Agip Abruzzo* was carrying about 80 000 tonnes of Iranian light crude oil. As a result of the collision, a cargo tank was damaged and about 2 000 tonnes of cargo oil were lost, part of which was consumed by fire. The fire on board the tanker lasted seven days and destroyed the accommodation area and engine room. Explosions in a bunker tank three days after the incident caused extensive structural damage to the ship and a subsequent loss of an unknown quantity of bunkers.

Claims for compensation

6.3 A number of claims for compensation were presented to the shipowner and the IOPC Fund. The claims related mainly to clean-up operations and preventive measures carried out by private contractors. These claims were settled out-of-court for a total of Lit 17 935 500 000 (£6.9 million). With the exception of a claim presented by the shipowner himself, these claims were paid by the shipowner.

6.4 In February 1993, the Italian Government submitted a claim for Lit 1 333 300 000 (£512 000) for costs incurred in connection with the use of military aircraft and ships. The Government informed the shipowner and the IOPC Fund that it had not yet been able to decide whether to submit a claim relating to damage to the marine environment, since the investigation into the effects of the spill had not been completed.

IOPC Fund's involvement in the payment of claims

6.5 The total amount of the settled claims (Lit 17 935 500 000 or £6.9 million) and the Italian Government's pending claim (Lit 1 333 300 000 or £512 000), ie Lit 19 268 880 000 (£7.4 million), falls below the limitation amount applicable to the vessel (estimated at Lit 21 837 654 574 or £8.4 million). The IOPC Fund will therefore not be called upon to pay compensation as a result of the incident. It should be noted that claims became time-barred on or shortly after 10 April 1994, unless the relevant provisions in the Civil Liability Convention (Article VIII) and the Fund Convention (Article 6.1) had been complied with. Since the IOPC Fund will not in any event be under an obligation to pay compensation to victims, the Fund does not have to consider whether the pending claim is time-barred.

6.6 In July 1993, the owner of the *Agip Abruzzo* (SNAM, a company belonging to the State-owned ENI group), made an application to the Court of first instance in Livorno to open limitation proceedings. The Court has not yet taken any decision on this application.

6.7 In March 1994, the shipowner's P & I insurer (Assuranceföreningen Skuld, the "Skuld Club") instituted legal proceedings against the IOPC Fund before the Court of Livorno in respect of the IOPC Fund's obligation to pay indemnification under Article 5.1 of the Fund Convention.

6.8 At its 40th session, the Executive Committee considered a request from the Skuld Club that the IOPC Fund should waive the requirement to establish the limitation fund. The Committee noted that the IOPC Fund's involvement in the case was limited to the payment of indemnification. For this reason, and in view of the legal problems encountered by the Skuld Club in its attempt to establish the limitation fund, the Committee decided, as an exception, to waive the requirement to establish the limitation fund and endorsed the Director's proposal that the point of the IOPC Fund's intervention under Article 5.1(a) of the Fund Convention should be calculated on the basis of the rate of the Italian Lire vis-à-vis the Special Drawing Right (SDR) on 18 October 1994 (document FUND/EXC.40/10, paragraph 3.7.2).

6.9 In June 1995, the IOPC Fund paid indemnification to the Skuld Club in the amount of Lit 1 666 031 931 (£635 290), which corresponds to the difference between the total amount paid in compensation and the Fund's intervention point under Article 5.1(a) of the Fund Convention, plus interest. In accordance with the Executive Committee's decision, the intervention point was calculated on the basis of the rate of exchange of the Italian Lire vis-à-vis the SDR on 18 October 1994.

6.10 The IOPC Fund has incurred fees and expenses totalling £289 325.

6.11 The total cost to the IOPC Fund as a result of this incident is £924 615.

Recourse action

6.12 At its 32nd session, the Executive Committee authorised the Director to take recourse action against the owner of the other ship involved in the collision (the *Moby Prince*) to recover any amount paid by the IOPC Fund as a result of the incident. The Director was instructed to submit to the Committee for consideration the question of whether recourse action should be pursued even if he were to find that the amount which the IOPC Fund might recover would be comparatively low (document FUND/EXC.32/8, paragraph 3.2.4). The Skuld Club started recourse action against the owner of the *Moby Prince*, and the IOPC Fund intervened in these proceedings to protect its interests.

6.13 At its 40th session, the Executive Committee decided that, since the IOPC Fund might recover only a low amount, the Fund should not pursue its action in the recourse proceedings (document FUND/EXC.40/10, paragraph 3.7.4).

7 Taiko Maru

(Japan, 31 May 1993)

The incident and claim settlements

7.1 The Japanese coastal tanker *Taiko Maru* (699 GRT), carrying 2 062 tonnes of heavy fuel oil as cargo, collided with the Japanese cargo ship *Kensho Maru N°3* (499 GRT) some five kilometres off Shioyazaki, Fukushima (Japan). As a result, two cargo tanks of the *Taiko Maru* were ruptured and some 520 tonnes of oil escaped into the sea. The oil remaining on board the *Taiko Maru* was transferred to another vessel. Clean-up operations were carried out at sea and on shore. The oil damaged fishing nets and led to a disruption of fishing activities in the area, and also affected mariculture facilities.

7.2 All claims presented were settled and paid by 6 April 1994 for a total amount of ¥1 122 390 175 (£7 565 299), representing ¥776 998 666 in respect of clean-up costs and ¥345 391 509 in respect of fishery claims.

7.3 The limitation amount applicable to the *Taiko Maru* is ¥29 205 120 (£192 400). The limitation proceedings were completed in January 1995.

Investigation into the cause of the incident

7.4 In a judgment rendered in March 1994, the competent Marine Court found that the collision was caused by improper navigation on the part of both vessels in the restricted visibility, and that this was a result of the two masters not having given proper instructions to the respective crews.

7.5 The Director carried out an investigation, through a Japanese lawyer, into whether the incident had been caused by the fault or privity on the part of the owner of the *Taiko Maru*, which would deprive him of the right to limit his liability. This investigation showed, however, that there was no such fault or privity. The IOPC Fund paid indemnification of the shipowner for ¥7 301 280 (£46 713) in April 1995.

7.6 The IOPC Fund started negotiations with the owner of the *Kensho Maru N°3* with a view to recovering part of the amount paid by the Fund. Agreement was reached between the *Kensho Maru N°3* interests and the *Taiko Maru* interests, including the IOPC Fund, on an apportionment of liability at 50:50. The amount recovered from the owner of *Kensho Maru N°3* for pollution damage was ¥50 104 771 (£370 960), of which the IOPC Fund received ¥49 104 248 (£363 550) in April 1995.

7.7 The final calculation of the total damage and the respective shares of liability and fees for the IOPC Fund and the shipowner is as follows:

	Total	Shipowner's share	IOPC Fund's share
	¥	¥	¥
Compensation	1 122 390 175	29 205 120	1 093 185 055
Surveyor's fees	59 818 997	1 556 518	58 262 479
Lawyer's fees	24 245 713	630 885	23 614 828
Indemnification		-7 301 280	-7 301 280
Recovery from <i>Kensho Maru N°3</i>	-50 104 771	-1 000 523	-49 104 248
Total cost	1 156 350 114	23 090 720	1 133 259 394

8 *Iliad*

(Greece, 9 October 1993)

The incident

8.1 The Greek tanker *Iliad* (33 837 GRT) grounded on rocks close to Sfaktiria Island after leaving the port of Pylos (Greece). The *Iliad* was carrying a cargo of about 80 000 tonnes of Syrian light crude oil, and some 200 tonnes were spilled. The Greek national contingency plan was activated. The spill was soon brought under control and the vessel left the port, anchoring offshore to await inspection and temporary repairs.

Clean-up operations

8.2 A specialist contractor was engaged to collect the floating oil in the bay, using skimmers and other specialised equipment, assisted by a number of fishing boats. The recovered oil was stored in a barge at Pylos. There was widespread oiling of the coast around Navarino Bay, but most of the sandy beaches were soon cleaned by local labour. Temporary stockpiles of bagged oily wastes accumulated around the bay.

8.3 A fish farm, rearing sea bass and sea bream in floating cages in the north-western corner of Navarino Bay, was contaminated by oil before defensive booms could be deployed, but the oiling was relatively light and only a few fish died as a result. The farm, which was subsequently protected by booms, was cleaned manually. A shallow lagoon, also used for mariculture, was very lightly oiled as tidal streams carried floating oil in through a narrow entrance. The mouth of the lagoon was protected from further oil by booms, and the oil residues already inside were cleaned manually.

8.4 Outside Navarino Bay, there was relatively limited oiling of shorelines. Most of the oil evaporated, degraded and dissipated naturally in the open sea. The sandy beaches immediately north of the entrance to Navarino Bay on the outer coast which became oiled were cleaned manually. Patches of oil drifted some ten kilometres to the south of Pylos, but caused only very minor coastal contamination.

8.5 By 22 October 1993 only sheens and traces of oil residues remained on the water surface, and the recovery at sea was terminated. The removal of oil from sandy beaches was completed by 29 October 1993. The final cleaning of sea-walls and selected areas of rocky shoreline in Pylos Bay was completed by the middle of January 1994.

8.6 Although floating oil interrupted the fishing activities in Pylos Bay and along the outer coast for about two weeks, it is extremely unlikely that there will be any long lasting effects to wild fish stocks. The fish farm at Pylos lost a small part of its stock and it appears that the farm's normal selling pattern was interrupted. Tests on the stock showed that there was no residual contamination.

Limitation proceedings and claims for compensation

8.7 In March 1994, the Newcastle Club established a limitation fund amounting to Drs 1 496 533 000 (£4.2 million) with the competent court by the deposit of a bank guarantee.

8.8 The Court has appointed a liquidator to examine the claims in the limitation proceedings.

8.9 The Court decided that the claims should be lodged with the Court by 20 January 1995. By that date, 526 claims had been presented, totalling Drs 3 061 286 997 (£8.5 million) plus amounts for compensation of 'moral damage'.

8.10 The Ministry of Merchant Marine has presented a claim for the cost of the clean-up operations for Drs 14 730 010 (£41 150). There are also a number of claims for loss of income allegedly

suffered by individuals and a large range of small businesses, such as hoteliers, restaurateurs and fishermen, as well as taxi drivers, shopkeepers, estate agents and hairdressers. The shipowner submitted a claim for Drs 277 million (£774 000) for costs incurred during the clean-up operations, which has been paid by the shipowner's P & I insurer (the Newcastle Protecting and Indemnity Association, the "Newcastle Club").

8.11 The supporting documents are being examined by the lawyers and technical experts appointed by the shipowner, the Newcastle Club and the IOPC Fund.

8.12 The operator of the above-mentioned fish farm has challenged the shipowner's right to limit his liability.

9 Sung II N°1

(Republic of Korea, 8 November 1994)

9.1 The coastal tanker *Sung II N°1* (150 GRT), registered in the Republic of Korea, ran aground in the harbour of Onsan (Republic of Korea), spilling some 18 tonnes of her cargo of heavy fuel oil.

9.2 Divers plugged the damaged bottom plating of the *Sung II N°1* to prevent further leakage of oil. The cargo remaining on board and the mixture of oil and water in the damaged tanks were transhipped to other coastal tankers. Clean-up operations were carried out by the Ulsan Marine Police, the shipowner and private contractors. Some four kilometres of coastline were affected by the oil. Dispersants and high pressure water were used during the onshore clean-up. The clean-up operations were completed on 18 November 1994.

9.3 Claims for clean-up costs presented by the Ulsan Marine Police, Ulsan Maritime and Port Authority and a private contractor, totalling Won 9 707 270 (£8 050), were settled in December 1994 at a total amount of Won 9 206 345 (£7 630). These claims were paid by the shipowner.

9.4 Three other contractors presented claims for clean-up operations and preventive measures in the amount of Won 62 054 000 (£51 440). These claims were settled for Won 23 120 752 (£19 170) and were paid jointly by the shipowner and the IOPC Fund in June 1995.

9.5 The incident affected fishing activities and the aquaculture industry in the area. Three fishery associations and the owners of seafood restaurants have submitted claims for compensation, totalling Won 475 938 550 (£394 500). These claims were settled and paid by the IOPC Fund in March 1995 for a total amount of Won 28 378 819 (£23 193).

9.6 It is unlikely that there will be any further claims resulting from this incident.

10 Action to be taken by the Executive Committee

The Executive Committee is invited to:

- (a) take note of the information contained in this document; and
 - (b) give the Director such instructions as it may deem appropriate in respect of the incidents dealt with in this document.
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