



INTERNATIONAL
OIL POLLUTION
COMPENSATION
FUND 1971

EXECUTIVE COMMITTEE
54th session
Agenda item 3

71FUND/EXC.54/7
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INCIDENTS INVOLVING THE 1971 FUND

PLATE PRINCESS

Note by the Director

1 The incident

1.1 On 4 June 1997 the Director was informed of an incident involving the Maltese tanker *Plate Princess* (30 423 GRT), which occurred on 27 May 1997 at Puerto Miranda on Lake Maracaibo (Venezuela), where the tanker was berthed at an oil terminal.

1.2 It is understood that on 22 May 1997, satisfactory examinations of the *Plate Princess'* cargo tanks and ballast tanks were carried out by an independent inspector and by a pollution inspector, respectively. Following the ballast tank inspection, the master was granted permission by a government inspector to discharge the ballast into Lake Maracaibo.

1.3 The loading of the *Plate Princess* with a cargo of 44 250 tonnes of Lagotresco crude oil commenced at 00:10 hours on 27 May 1997. The simultaneous deballasting by gravity commenced at 00:15 hours and ceased at 05:45 hours. At 07:20 hours a spillage of oil was observed around the vessel, and the loading operations were halted. An inspection of the *Plate Princess'* ballast tanks revealed an oil film on the water surface. At the time the loading ceased, approximately 25 755 tonnes of cargo were on board, and the ballast quantity had been reduced from 13 800 tonnes to 4 916 tonnes.

1.4 The master has informed the shipowner's insurer (the Standard Steamship Owners' Protection & Indemnity Association (Bermuda) Ltd, Standard Club) that he believes that couplings on the *Plate Princess'* ballast line may have become loose during bad weather encountered on the ship's voyage to Puerto Miranda. The master suspects that, since the ballast line passed through the tanks into which the cargo of crude was being loaded, oil from those tanks seeped into the ballast line during deballasting, spilling into Lake Maracaibo.

1.5 It is believed that the spilt oil was Lagotreco crude. Samples from the tanker's cargo and ballast tanks are being sent for analysis.

1.6 During a helicopter overflight at 10:00 on the day of the spill, no oil was seen at or near the terminal. No further monitoring has been carried out by any party, nor any clean-up work.

1.7 The master of the *Plate Princess* has signed a letter issued by a government inspector in which he accepts responsibility for a spill of approximately 20 barrels (3.2 tonnes) of oil.

1.8 An expert from the International Tanker Owners Pollution Federation Ltd (ITOPF) attended the site of the incident on 7 June 1997 on behalf of the 1971 Fund and the Standard Club. He has reported that there were no signs of oil pollution in the immediate vicinity of where the *Plate Princess* was berthed at the time of the spill, nor at nearby launch and tug jetties.

1.9 The ITOPF expert was informed that the oil was observed to drift towards the north-west, in the direction of a small stand of mangroves approximately one kilometre away. Oil was observed coming ashore in an area which is uninhabited. No fishery or other economic resources are known to have been contaminated or affected.

2 Claims for compensation

2.1 Reports indicate that a writ for US\$10 million (£6.1 million) has been issued in the Caracas Court by a fishermen's trade union (FETRAPESCA). No information has yet been obtained as to the nature of such claims.

2.2 The limitation amount applicable to the *Plate Princess* under the 1969 Civil Liability Convention is estimated at 3.6 million SDR (£3.1 million).

2.3 Although it appears unlikely that the claims will exceed the limitation amount, the Standard Club has nevertheless requested that the 1971 Fund should become involved in this incident.

3 Applicability of the Conventions

3.1 The question to be considered is whether the oil pollution damage was caused by "oil carried on board a ship as cargo or in the bunkers of such a ship", as provided in Article 1.5 of the 1969 Civil Liability Convention, a ship being defined as "any sea-going vessel and any seaborne craft of any type whatsoever, actually carrying oil in bulk as cargo" (Article 1.1).

3.2 In view of the sequence of events which led to the spill, the Director takes the view that, at the time of the incident, the *Plate Princess* was actually carrying oil in bulk as cargo and therefore fell within the definition of 'ship'.

3.3 If it is confirmed that the spilt oil was the same Lagotreco crude as was being loaded on to the *Plate Princess*, then it would appear that the oil which escaped via a defective coupling in the ballast line had first been loaded into the cargo tanks. The incident would therefore, in the Director's view, fall within the scope of the Conventions, as the oil was carried on board as cargo.

4 Action to be taken by the Executive Committee

The Executive Committee is invited:

- (a) to take note of the information contained in this document;

- (b) to consider whether the incident falls within the scope of application of the 1969 Civil Liability Convention and the 1971 Fund Convention;
 - (c) if the Conventions apply, to consider whether to authorise the Director to make final settlement of the claims arising out of the *Plate Princess* incident and, if required, to make payments in respect of such claims; and
 - (d) to give the Director such instructions in respect of the handling of this incident and of claims arising therefrom as it may deem appropriate.
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