

# **Energy Loss Adjusting**

**OPERA MEETING**

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# Onshore/Offshore Upstream/Downstream

What's the difference to a loss adjuster?



**DISCLAIMER**

# COW CLAIMS

- Blowout
- Underground Blowout
- Redrill
- Making Well Safe
- Seepage and Pollution
- Care Custody and Control



# Offshore Property Claims

- Platforms
- Pipelines
- FPSO'S
- MODU's
- ROV's/AUV's
- Construction Units



# Platforms

- Deductibles/Retentions
- Machinery
- Structural Failures
- Collisions
- Catastrophes



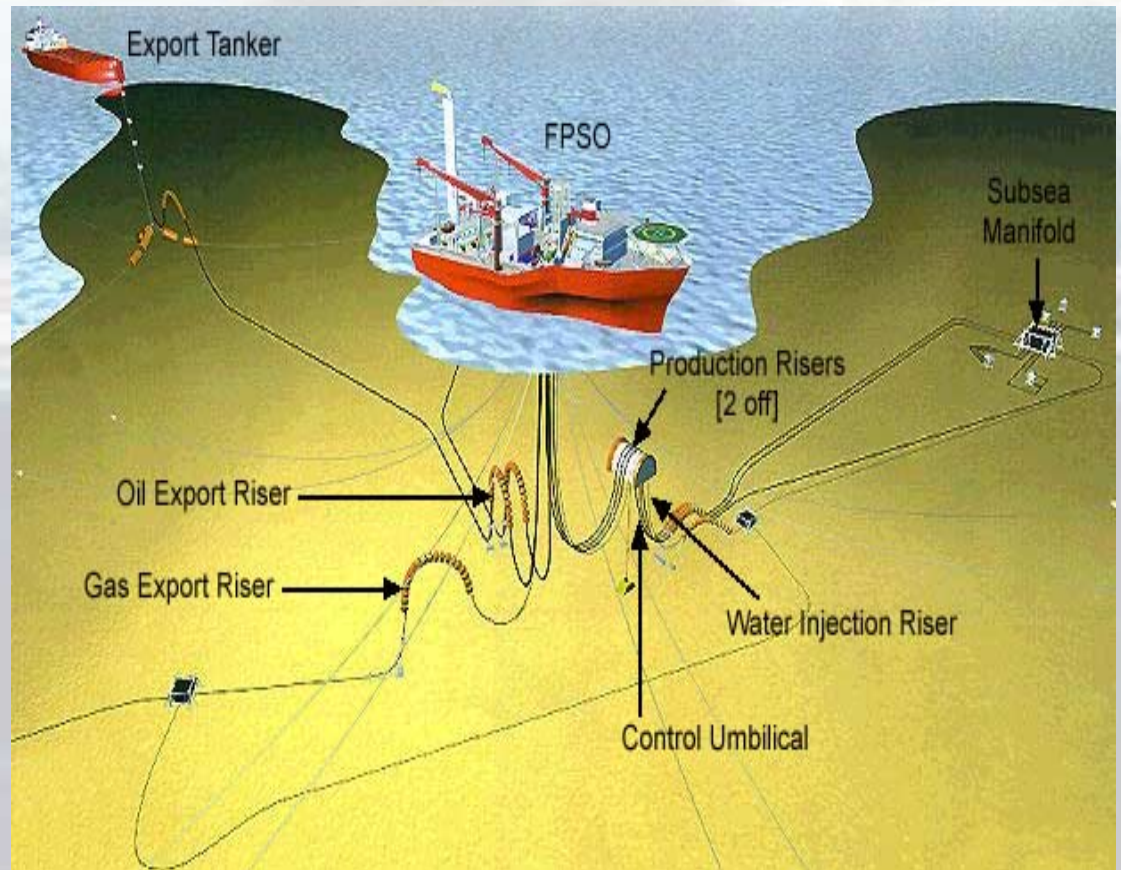
# Pipelines

- Anchor Damage
- Upheaval
- Waxing
- Corrosion Fatigue



# FPSO's

- Moorings
- Risers
- Shuttle Tanker



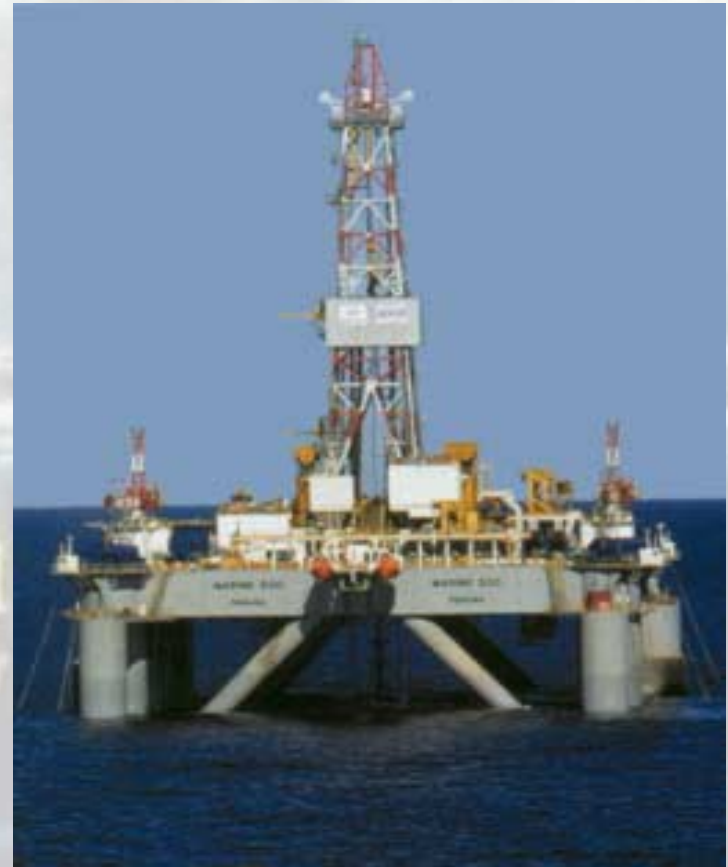
# ROV's/AUV's

- Lost
- Ingested
- “Salved”



# MODU's

- Leg Damage
- Well Fires
- Machinery Damage
- Mooring Failures
- Dropped BOP
- Riser Damage



# Construction Units



# **OFFSHORE CAR**



## **CASE STUDIES**

- **STUCK PILE CLAIM**
- 2. **PASSIVE FIRE PROTECTION (PFP) CLAIM**
- 3. **FAULTY HULL DESIGN CLAIM**

**CASE STUDY 1 – Stuck Pile Claim**



## **The Assured's Claim Comprised:**

- **Cost of Mob / Demob of Jack-up.**
- **Day-rate and associated cost to pull out stuck pile.**
- **Day-rate and associated cost to ream out hole and reinstall pile.**
- **Additional cost of installing remaining piles using the more expensive jack-up unit.**

## CASE STUDY 1 – Stuck Pile Claim

*This Section of the Policy insures against all risks of physical loss or damage to the property insured hereunder (except as hereinafter mentioned), including physical loss and/or damage to the subject matter insured arising from fault and/or error in design giving rise to the physical loss or damage may have occurred prior to the inception of this insurance. Including the cost of repairing, replacing or renewing any defective part condemned solely in consequence of the discovery therein or a latent defect during the period of this insurance.*

*This insurance also covers physical loss, physical damage, or cost or replacement of or to the defective and / or faulty part but cover hereunder shall not be construed to include product guarantee(s) given by the supplier or manufacturer...*

## Considerations:

- that the pile holes were part of the property insured
- the property insured had suffered physical loss or damage
- that the defective pile hole was a “defective part”

**CASE STUDY 2 – PFP Claim**



**CASE STUDY 2 – PFP Claim**



*All Risk Coverage*

*All risks of physical loss and / or physical damage to the property insured, except as hereinafter excluded, including the cost of repairing, replacing or renewing any defective part condemned solely in consequence of the discovery therein during the period of this insurance of a latent defect.*

## *Faulty Design*

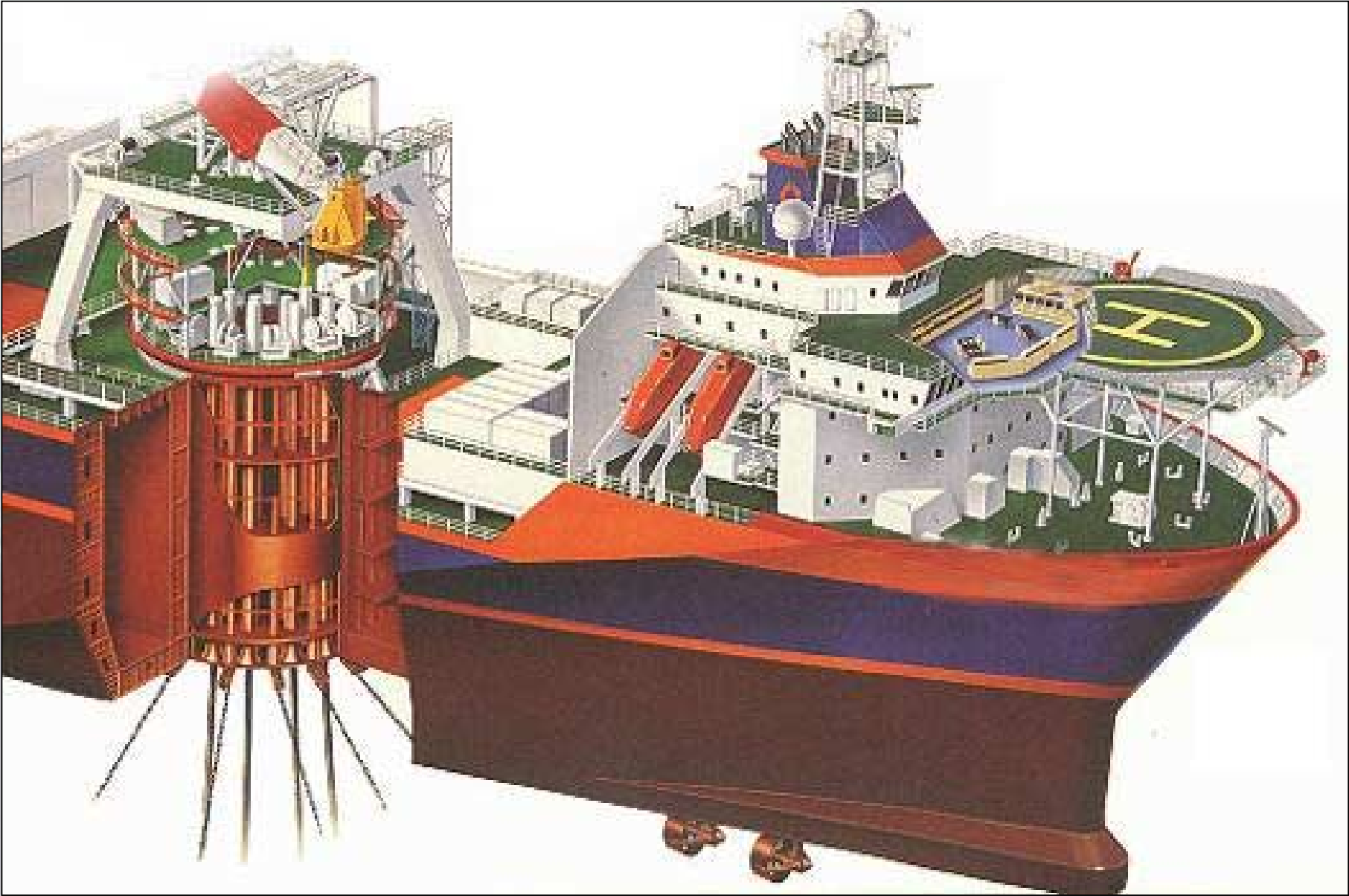
*It is understood and agreed that physical loss and / or physical damage to the subject matter insured during the period of the policy caused by faulty design, faulty or defective materials, faulty or defective workmanship limited to physical loss or damage, including physical loss and / or physical damage and / or defect to the faulty part itself, shall be covered hereunder even though the fault in design and / or defect may have occurred prior to the attachment date of this policy.*

*It is understood and agreed that coverage in respect of faulty or defective materials and / or faulty and defective workmanship, including welding, does not apply in respect of any loss solely by reason of the item failing to meet its design specifications or being unfit for its intended purpose...*

**We took the view this was not a covered claim because:**

- **No physical damage had occurred**
- **The defect was not latent**
- **Additional cover provided for a defective part was not applicable**

**CASE STUDY 3 – Faulty Hull Design Claim**



**CASE STUDY 3 – Faulty Hull Design Claim**



## **The Assured claimed for the following:**

- **Part cost of mooring and riser disconnection and reconnection**
- **The cost of transport from the field and the repair of the riser / turret connections**
- **The cost of inspection and engineering verification of the riser fatigue life**
- **Un-repaired damage to the risers, manifested in a reduced fatigue life**

## The relevant policy conditions were:

*It is understood and agreed that physical loss of and/or physical damage to the subject matter insured during the period of the policy caused by faulty design, faulty or defective materials, faulty or defective workmanship including physical loss of and/or physical damage to the faulty part, shall be covered hereunder even though the fault in design may have occurred prior to the attachment date of this policy.*

**The claim, approved by Insurers comprised:**

- **A proportion of the cost of riser connection and reconnection**
- **The estimated cost of re-fabricating the original riser / turret connections as original**
- **the cost of riser inspection and engineering**

**THE END**

