CONSIDERAÇÕES SOBRE
COBERTURAS DE C&M E
P&I AGORA E APÓS 2020

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MARPOL ANNEX VI: REGULATION 14

Inside ECA (Emission Control Area): 0.1% m/m since 1 January 2015

Outside ECAs: Evolution of the limit:
1. 4.5% m/m (particulate matter by mass) prior to 1 January 2012
2. 3.5% m/m on and after 1 January 2012
3. 0.5% m/m on and after 1 January 2020
A FEW WORDS ABOUT THE OPTIONS
CHOICES HAVE ALREADY BEEN MADE

Compliant Fuel

Alternative Fuels

Exhaust Gas Cleaning System (EGCS)

LNG
Batteries (167)
LPG (11)
Methanol (13)
Hydrogen (2)
Ammonia

3,694 Vessels operating and on order for 2020.
One third are bulkers
75% are retrofits

Distillate (MGO)  Residual (VLSFO)

Source – DNV-GL
Come 1 January 2020

Issues

- Availability of compliant fuel?
- De-bunkering of non-compliant fuels.
- Fuel management on board – co-mingling / compatibility / separation.
- Tank cleaning after switching.
- Monitoring and logging emissions.
- Consistency of test methods for sulphur content.
- Consistency of fines levied – may differ from place to place.
RISKS ON THE HORIZON
IMO 2020 - ENFORCEMENT
PORT STATE CONTROL

Par Hawaii Refining, LLC
Bunker Delivery Receipt

BDN

Helicopter fitted with sniffs

Drones

Recordkeeping

Sample testing

Sniffers below bridges

Shore measurement stations
RISK ON THE HORIZON - INCOMPATIBILITY
VLSFO IS MADE BY BLENDING DOWN THE SULPHUR CONTENT IN RESIDUAL FUEL OIL

The supply and use of 0.50%-sulphur marine fuel

- “Fuels meeting the new limit may be blended from a wider range of blending components than currently utilized today”
- “It is anticipated that issues of incompatibility could become more prevalent with max. 0.50%-sulphur content fuels.”
CHALLENGES WITH RESIDUAL VLSFO
STABILITY AND INCOMPATIBILITY OF RESIDUAL VLSFO

- Stability – asphaltenes held in suspension
- Supplier must provide stable fuel
- Incompatibility – two or more components cause “asphaltene precipitation”
- Incompatibility can occur in blending and co-mingling at any point in supply chain and on board
- Result - sludge or worse:
RISK ON THE HORIZON – QUALITY DISPUTES
BUNKER QUALITY DISPUTES - MAPPING COVER

• Owners
  - FDD
    - Claims vs. bunker supplier
    - Claims vs. charterer
  - H&M – repair of damage to the engine
  - LOH – loss of hire (after 14 days)
  - P&I
    - Liabilities consequent on engine failure
    - Fines for “accidental discharge”

• Charterers
  - SCC – if DTH – repair + hire
  - SCC – if could damage engine – removal and disposal (but not the cost of the bunkers)
  - SCC – indemnity for P&I liability due to breach of charter party (including fines for accidental discharge)
  - FDD – quality issues that do not threaten damage to hull – example sulphur content too high.
  - No CBI – property cover and does not apply to bunker quality
GARD’S EXPERIENCE
SCC CLAIMS 2000-2018

• 2 of top 10 largest claims - incompatibility of heavy fuel oil blends carried as cargo
• Number 7 – removal and demurrage
• Number 9 – removal and hire
• Cover - cargo owner’s legal liability DTH and hire or demurrage while the vessel is out of service

Asphaltenes