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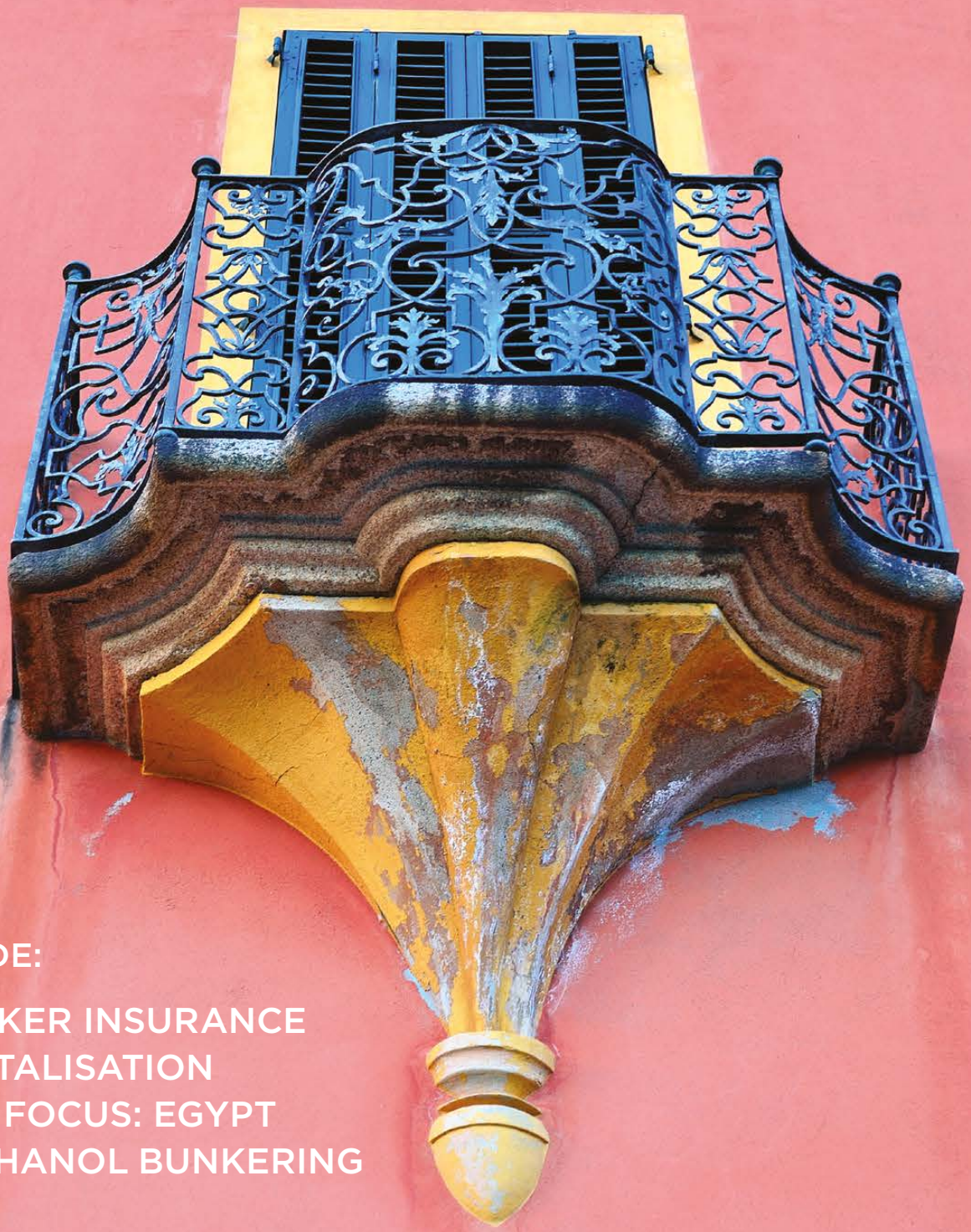

INSIDE:

Covering all bases

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With the largely blended VLSFOs now accounting for the majority of bunker deliveries – and with a raft of new fuels also on the horizon to comply with coming environmental legislation – **Steve Simms** of Simms Showers considers how marine fuel physical suppliers and traders can best insure themselves against quality claims

As a bunker trader or supplier, you think about a lot of things. Prices, competition, supply sources. Maybe even now and then, your sales terms and conditions.

With new fuels including new blends, bunker traders and suppliers should also now consider their insurance coverage. Are you sure that your present insurance policy will protect adequately against bunker quality claims? It might not for blends and new fuels, or even for quality claims for 'traditional' bunkers.

Typically, a trader or supplier will carry general liability insurance, which should include marine operations. The policy will protect against personal injury and property damage, and usually pay or reimburse defence costs. Bunkers, though, are a product. Even if there is some product liability coverage, that coverage usually is limited. A general liability policy might not provide full products liability coverage for the range of damages a bunker trader or supplier might face with a quality claim, from replacement and de-bunkering of non-compliant fuel to machinery damage and propulsion failure. It also might not pay or reimburse the legal expense to defend the claim.

This article addresses some of the considerations a bunker trader or supplier should make for its insurance coverage. The 2018 Houston and 2022 Singapore quality problems, increased blending coming with high bunker prices, introduction of highly toxic new fuels such as ammonia and 'greener' blends using FAME (fatty acid methyl esters, permitted by ISO 8217:2017) and other bio-derivatives to meet CO_2 emission reduction requirements, and larger ships often dual-fuel powered, likely will bring bunker traders and suppliers greater and more expensive quality claims.

Traders and suppliers should now consider insurance coverage, specifically underwritten for the bunkering business, to anticipate these claims. Having more comprehensive insurance coverage might also be a market advantage for smaller traders or suppliers. The insurance would reassure customers concerned about whether a smaller trader or supplier will have the means to respond to a claim. It also might encourage lenders

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to more readily finance the smaller trader or supplier, in a way similar to credit insurance.

THE QUALITY CLAIM UNFOLDS

You've just loaded your customer's 20,000 TEU container ship with low sulphur bunkers. You have not told them to segregate the bunkers in a tank separate from the bunkers the ship arrived with. The bunkers are a blend with cutter stock and FAME, both to meet the MARPOL Annex VI 0.50% m/m sulphur limitations and to help the customer lower the ship's CO_2 emissions. The blend is also to meet a price the customer will pay, and to get some of the profit you want. The vessel took longer to load than expected, and the customer complained that your tanker didn't arrive on time, but the customer didn't, at the time, seem concerned with the delays.

At the customer's request, your confirmation note incorporated the BIMCO 2018 Bunker Terms[1] as your sales terms. It states a minimum pumping rate and supply date and time. You dutifully have paid BIMCO its licence fee to use the Terms.[2] You even use the Terms' Election Sheet to choose the controlling law and sampling location at your bunker barge's manifold. Before loading, you've tested the blend. It is within ISO 8217:2017 Table 1 and 2 parameters. Your confirmation note also states the price and that the fuel will be LSFO/0.50% m/m but nothing further; the BIMCO terms state:

> (b) The Sellers warrant that the Marine Fuels shall be of a homogeneous and stable nature and shall comply with the specifications and grades agreed between the parties and stated in the Confirmation Note. Unless otherwise agreed in the Confirmation Note, the Marine Fuels shall in all respects comply with the latest edition of ISO Standard 8217 as per the date of the Confirmation Note.

ISO 8217:2017 is the latest ISO Standard – which with the 2020 / 0.50% m/m requirements ISO expanded on with its 2019 ISO/PAS 23263[3] – including the following:

> Fuel blend formulations are expected to vary widely across the regions. Suppliers cannot guarantee the compatibility between different fuels of which one or both contain a residual component. Managing such fuels on board the ship relies on the competence of the fuel purchaser and the ship's crew. Ship operators should aim to minimise commingling of fuel to prevent fuel incompatibility issues.

* * *

> In some cases, marine fuels that have met the ISO 8217:2017, Table 1 or Table 2 requirements have later gone on to cause operational problems despite the efforts of the ship to appropriately manage the fuel by applying best industry practices. At this point, after all appropriate operational procedures carried out have been confirmed, it could come into question as to whether the fuel contains deleterious materials and whether it has failed to meet the requirements of ISO 8217:2017, Clause 5. While these instances are infrequent, damage and loss of power and propulsion may occur.

* * *

> Fuel producers, suppliers, traders, fuel terminals and supply facilities should have in place adequate quality control procedures to ensure that the blend stocks used for formulating the 0.50 mass % sulphur fuels are suitable for use on board ship and that the fuel meets the requirements of ISO 8217:2017, 5.2, at the point of custody transfer ....

ISO 8217:2017 Clause 5.2 ("General requirements") states

> 5.2 The fuel shall be free from any material at a concentration that causes the fuel to be unacceptable for use in accordance with Clause 1 (i.e. material not at a concentration that is harmful to personnel, jeopardizes the safety of the ship, or adversely affects the performance of the machinery).

This is similar to MARPOL Annex VI, Regulation 18(a) requiring that 'the fuel oil shall not include any added substance or chemical waste' which either:

1. jeopardizes the safety of ships or adversely affects the performance of the machinery, or
2. is harmful to personnel, or
3. contributes overall to additional air pollution; and

18(b) that 'fuel oil for combustion purposes derived by methods other than petroleum refining shall not' have those effects, either.

> ISO 8217:2017's Annex B ("Deleterious materials") then cautions that:
>
> This document precludes the incorporation of any material at a concentration that causes the fuel to be unacceptable for use as stipulated in Clause 5.
>
> Identifying and determining the concentration of a material that causes the fuel to be unacceptable for use can be difficult given that:
>
> (a) each fuel is a unique, complex blend of hydrocarbon species,
> (b) a wide range of materials from different sources can enter the marine supply chain from the production, handling and transport systems,
> (c) various analytical techniques are used to detect specific chemical species with no standardised approach, and
> (d) in most cases, sufficient data are not available with respect to the effects of any one specific material, or combinations thereof, on the variety of marine machinery systems in service, on personnel or on the environment.
>
> It is therefore not practical to require detailed chemical analysis for each delivery of fuels beyond the requirements listed in Table 1 or Table 2. Instead, a refinery, fuel terminal or any other supply facility, including supply barges and truck deliveries, should have in place adequate quality assurance and management of change procedures to ensure that the resultant fuel is compliant with the requirements of Clause 5.
>
> NOTE: The marine industry continues to build on its understanding of the impact of specific chemical species and

the respective critical concentrations at which detrimental effects are observed on the operational characteristics of marine fuels in use.

The BIMCO 2018 Terms do not limit the commingling of fuels. You don't think to use the Terms' Election Sheet to add a term prohibiting fuels commingling, or to change the BIMCO Term requiring you to indemnify your customer if the customer suffers loss because of directions you give:

14. Indemnity

(a) Without prejudice to any other claims arising hereunder or in connection herewith and notwithstanding the provisions of Subclause 9(d) (Claims), if loss is suffered or a liability is incurred by either Party hereto as a direct result of compliance with directions given by the other Party, during or for the purposes of the Parties' obligations hereunder, then the injured party is to be indemnified by the other in respect of such loss or liability; unless such loss or liability arises due to a negligent act or omission by the Party incurring the loss or liability.

The BIMCO Terms do exclude consequential damages, but you also don't use the Election Sheet to change the liability limitation of the Terms, which is:

(b) Notwithstanding any other provision in the Contract, the liability of either Party, whatsoever or howsoever caused, shall (unless otherwise agreed in the Election Sheet) not exceed the invoice value of the Marine Fuels or USD 500,000, whichever is the higher figure, subject to anything stated in the Election Sheet or otherwise agreed by the Parties.

The Quality Claim: Three weeks after the vessel departs from the bunker barge that has handled the loading, your customer writes to you with a quality claim, marked URGENT. The customer complains that the vessel just started to burn your blend, but your blend has reacted with the bunkers that had been on the vessel, that it is causing damage to the ship's machinery, specifically engines and fuel pumps, and that the ship has lost manoeuvrability and must be towed. The vessel also has examined the fuel to see that its FAME has microbial growth and that there are diesel bugs, moulds, yeasts and bacteria spreading throughout the fuel.

You point the customer to the BIMCO Terms, which does have a testing procedure and you and the customer agree on a lab to test. The lab tests that the sample is ISO 8217:2017 Tables 1 and 2 compliant (even for water), but a further gas chromatography-mass spectrometry (GC-MS) test shows chlorinated hydrocarbon and tall oil fatty acids. Apparently (says the customer), too, the fuel, although otherwise compliant, had enough water content to lead to FAME contamination. The customer correctly points out that by specifying ISO 8217:2017, you promised that the fuel would not (Clause 5.2) have 'material not at a concentration that... . jeopardizes the safety of the ship, or adversely affects the performance of the machinery.' You made the same promise by certifying MARPOL Annex VI (including Regulation 18) compliance of the fuel, in your confirmation and on the bunker delivery note (BDN).

The customer also points you to the cautions of ISO/PAS 23263 and ISO 8217:2017 Annex B, asking why – given that your fuel was a new blend – you failed to test the fuel before loading using not just the standard Table 1 and 2 test, but also by GC-MS to catch potential general Clause 5 / Annex VI Regulation 18 ship safety and machinery performance problems.

To make it worse, the customer reads the BIMCO Terms (paragraph 9(c), Claims – Delay) and puts you on notice of delay damages you contracted to be responsible for – when the bunker tanker didn't arrive on time and then didn't pump as quickly as your confirmation note said it would:

In the event of any delay resulting from:

* * *

(ii) the Sellers' failure to deliver the Marine Fuels in accordance with the minimum hourly pumping rate and pressure referred to in the Confirmation Note; or

(iii) the Seller's failure to commence delivery of the Marine Fuels within the Required Supply Time.

then the Party suffering such delay shall be entitled to compensation from the other Party for any loss suffered as a result of that delay.

The customer demands that you, the bunker trader or supplier, pay for the machinery damage, the customer's extra expenses because of the delay and that once the vessel is towed to the nearest port (which is some distance away) that you de- and re-bunker the vessel. The problem is, if it could get any worse, that only one physical supplier offers very low sulphur fuel oil (VLSFO) at that nearest port. The price will be well above what the customer is still to pay you for your blend, which once de-bunkered at that port (also an extremely time-consuming and expensive operation in this particular port) there will be no value of the de-bunkered product, which you then must pay to dispose of as toxic waste.

In total, the customer's claimed damages – and your costs for de- and re-bunkering, well exceed the $500,000 maximum BIMCO Terms liability. Even if you could show that some of the damages claims were inflated, there are still enough documented damages to meet the $500,000 maximum. The customer, though, claims that the maximum shouldn't apply because you were grossly negligent by not GC-MS testing the fuel before loading; United States maritime law, and New York law, which you choose in the Election Sheet, does allow potentially for the customer's gross negligence claim. And, your fuel price was only $100,000.

The Insurance Claim: So, you phone your insurance broker, who tells you, yes, you may have coverage under your marine general liability policy, which you'd never much looked at before. With your broker, you report the claim to the general liability insurance carrier.

The insurance carrier, however, denies the claim.

First, the insurance carrier says that the policy is void because of application of the principle of *uberrimae fidei* – the requirement of utmost good faith, to disclose all known risks that are part of the underwriting of marine insurance. Your policy states that it is controlled by New York law, which incorporates the general United States maritime law and the *uberrimae fidei* principle. The insurance company says that you failed to report, before underwriting, that you were selling blends – which are documented to raise significant risks.

Second, the insurance carrier points to the contractual liability exclusion of the policy. By the BIMCO terms, you contractually agreed to indemnify your customer and to pay delay damages. The general liability policy excludes those damages.

Third, the insurance carrier points out that the products liability coverage is limited to liability from a single product, not a process. The carrier insists that your bunker blend was not a single product, but the result of a process of blending products, that is outside the coverage. The policy also limits coverage in any event to $100,000 per 'occurrence'. It also does not pay for the de-bunkering and re-bunkering expense, or disposal of the de-bunkered products, because the general liability policy excludes claims for environmental remediation. You do have a separate policy for pollution damage, but that doesn't provide coverage, either: there was no pollution.

The general liability policy does provide for payment of defence costs, but because the carrier denies coverage, it also denies any

obligation to pay defence costs. To make this clear, the insurance carrier also states that the policy does not pay for costs of arbitration; you have, by using the BIMCO Terms for US law, also elected New York arbitration.

So you go to your lawyer, for advice about whether to sue the insurance carrier for a declaration of coverage. Your lawyer tells you that first, you would lose, second, if you win you still (it's United States law, with no automatically-shifted attorney fees/costs) would pay the lawyer's fees, and third, that you need to be ready to pay for the New York arbitration that you agreed to in the BIMCO Election Sheet (the BIMCO Terms do not give an option of court action, which must be done separately, on the Election Sheet).

You tell your insurance broker of all of this, and that you thought that you had full general liability coverage. The broker responds (after also calling the broker's own errors and omissions insurer) that general liability insurance was exactly what the broker had sold you.

So after this expensive, and unfortunately not unlikely, lesson in the present bunkering industry, you seek out a broker who understands the industry and can offer specific coverage, for your bunkering operations and products.

UNDERWRITING – WHAT THE UNDERWRITERS WILL WANT (OR SHOULD WANT)

The market for specific bunker operations insurance is evolving, and new policies should be offered to meet growing bunker trader and supplier needs.

To decide to underwrite a policy and set the price for it, just as with any policy underwriters need details of the potential insured's operations, practices, products, and terms that the potential insured has with its customers.

The trader's or supplier's general terms and conditions are essential to underwriters' risk assessment. As set out above, the BIMCO Terms without modification, may be problematic to underwriters although an underwriter might decide to underwrite a trader or supplier using the BIMCO Terms with certain modifications through the Election Sheet. The Terms also could be attractive to underwriters because they provide a uniform set of terms which underwriters can consider for multiple potential insureds (rather than having to review the separate terms of suppliers, for underwriting).

Generally, underwriters will want to see that the seller's terms reasonably limit liability. Do they, for example, limit liability to the bunker contract value? Do they require payment notwithstanding any dispute? Do they require that the bunker trader or supplier control de- and re-bunkering, including the choice of port for those operations and of the source of the re-bunkering? Do they make clear that it's the supplier's choice of laboratory to test, and that testing of the supplier's sample that is decisive? Do they require that the customer not commingle fuels, and require the customer to report claims, in detail, in a limited amount of time? Do they give the supplier the right to inspect the vessel upon any claim? Do they provide for a clear choice of law and flexible dispute resolution (seller's choice of court or arbitration)? Do they limit damages to those actually proven which are direct from the off-spec bunkers and exclude consequential damages (such as damages for delay, including delay of any cargo delivery or missing any charter party fixture)?

> 'In the contracts that the traders or suppliers have for blended product, or components for that if they are doing blending, what warranties and assurances do the traders or suppliers require of the cutter and blend stock suppliers?'

It will also make a difference to underwriters whether the potential insured is a trader or a supplier. If a trader, the underwriters will want to know what supplier contracts the trader is accepting (the supplier's terms including liability limitation), because on payment of any claim against the trader, the underwriters will want the right to subrogate (claim back from) the supplier. The underwriters also will want to know how the trader's terms match with its supplier's (for example, time bar, where the supplier has a shorter time for reporting claims than does the trader). The underwriters also might consider for traders what insurance they require of the supplier (a comparable bunker-oriented policy?) and whether the supplier agrees to include the trader's as additional insureds under the supplier's policies (which would make the policy issued to the trader excess of the supplier).

Similar considerations apply for suppliers. Does the supplier require the trader to have comprehensive insurance for bunker operations – and include the supplier as an additional insured? Do the trader's terms include sufficient limitations of liability so that the trader is more likely to successfully fend off quality claims or limit them – to avoid those being passed on to the supplier?

As for both, what insurance do the traders or suppliers require of further 'downstream' providers, for example, of cutter or blending stock? In the contracts that the traders or suppliers have for blended product, or components for that if they are doing blending, what warranties and assurances do the traders or suppliers require of the cutter and blend stock suppliers?

Underwriters will want to know what testing traders require of suppliers, before suppliers provide a product. As the example earlier shows, testing for ISO 8217 Tables compliance is not enough; GC-MS testing will (if it is not already) become an expected, pre-provision to a vessel, with the results given to the customer before loading. Underwriters might expect as a condition for coverage, for example, that the customer be required to accept the product as tested to be suitable for the vessel provided.

Underwriters also would want to know exactly what products the trader or supplier will be selling. In the example given earlier, the general liability underwriter denied coverage because it hadn't been told that the insured was selling blended product. If a supplier or trader will be selling a new fuel, such as ammonia, it is essential for the underwriter to be informed of that before the policy inception and, when a trader or supplier considers selling a new product, to make sure that its underwriter is informed of and extends coverage for liabilities arising out of sales of that product.

The risk that an underwriter might be taking on if the supplier or trader is selling only a distillate, low sulphur marine gasoil (MGO), for example, will be less than if the supplier or trader is selling blends. Underwriters might consider insuring against loss from certain products and not others, or having different premiums apply for sales of different products. Overall, underwriters will want to know the expected volume of product that the bunker trader or supplier will be selling, and may also want to know the expected customers and their calls.

For example, with the upcoming European Union (EU) 'Fit for 55' carbon emissions limitations, there potentially could be greater liability for a trader or supplier providing fuel to a vessel entering an EU port, having been requested by the customer to provide a fuel

which would, when burned by the vessel, not exceed certain CO_2 emissions. Suppose the fuel failed to meet the requirement and the customer was fined. The underwriters might either want to exclude coverage or charge a higher premium for those providing bunkers to vessels entering EU ports.

The underwriters ultimately will set limits on liability, for example, up to aggregates (total of claims) of US$5 to US$10 million. But customers may require higher limits. Generally, the more that a bunker trader or supplier can show an underwriter that they are observing and enforcing their sales terms, and that those terms contain proper liability limitations and dispute resolution, and, that the bunker trader and supplier are following sound bunker supply policies, then should underwriters be willing on acceptable financial terms to underwrite even higher aggregates.

From that standpoint, underwriters might consider whether the bunker supplier and potential insured commits to following the International Bunker Industry Association's (IBIA's) *Best practice guidance for suppliers for assuring the quality of bunkers delivered to ships*[4] – and whether the potential insured trader also insists that its suppliers have that commitment.

Underwriters also will want to know the trader's or supplier's claims record. Underwriters can check this, in part, on the IMO's GSIS system[5] but the GSIS reporting is spotty; potential insureds should be prepared to reliably report their off-spec claims record, for underwriters' evaluation.

Because of the many evolving types and blends of bunkers, it is likely that the policy underwriters will offer will be subject to an each accident deductible. The amount of the deductible would depend on the trader's or supplier's claims record, and also would tie directly to the premium paid for the policy. Generally, the higher the deductible (the amount the insured must pay on its own before the insurer provides coverage, also called a self-insured retention), the lower the policy premium.

Finally, underwriters will want assurances, through the trader's or supplier's terms and operating procedures, that claims are reported to underwriters promptly, including sufficient detail for the underwriters to respond and give advice about how to limit the claim.

WHAT TRADERS AND SUPPLIERS SHOULD WANT FROM UNDERWRITERS

That an underwriter is willing to underwrite a bunker trader or supplier with industry-specific coverage is only the first step, however.

Potential insureds should make sure to know and require certain things from underwriters – and their brokers.

For brokers, who will assist the trader or supplier to place the insurance, does the broker truly understand the bunkering industry? Does the broker have access to underwriters who will consider coverage on an economical basis and respond well to claims?

For the underwriters chosen, who do the underwriters have handling claims? Are those persons experienced with bunkering? Can they provide advice as needed about limiting liability for claims, and will they realistically and commercially evaluate claims? Generally, do they understand the unique nature and challenge of the bunkering industry?

What is the capitalisation of the underwriter? What is the experience that the potential insured's broker has had with them?

For policy terms, what law applies? Under the claims scenario discussed above, if the insurance policy is considered to be marine insurance, then applying United States or some other countries' (for example, Ireland) law, the principle of *uberrimae fidei* applies – giving underwriters relatively wide berth, to deny coverage based on disclosures which they claim, that the insured did not give them before the underwriters bound the policy. For example, the Irish court opinion in *Coleman v New Ireland Assurance Plc trading as Bank of Ireland Life* [2009] IEHC 273 sets the following *uberrimae fidei* questions:

1. Is the insured guilty of any material non-disclosure of a fact which they knew at the relevant time?;
2. Was there a failure by the insured to answer any policy application question truthfully or to the best of their knowledge at that time?; and
3. Was the insured in breach of any warranty or condition contained within the contract of insurance?

On the other hand, if English law applies to the insurance contract, the English Insurance Act of 2015 states that insurance policies – including those for marine insurance – are controlled by the principle of 'fair presentation'. That is a duty, in applying for an insurance policy, to disclose to insurers 'every material circumstance' which the insured knows or should know, or provide the insurer with sufficient information to put a prudent insurer on notice of the need to ask more questions. But, if the principle is violated, the insurer cannot void the policy unless the breach of the duty of fair presentation is deliberate or reckless. The policy instead is modified to reflect a different price or terms that the insurer would have charged or written if it had known the un-presented facts.

The English Insurance Act does allow underwriters to opt out of the 'fair presentation' standard, but the opting out must be transparent. Yet, it is a good question whether insurance for bunkers is truly marine insurance. The English Marine Insurance Act 1906, which is still the unmodified law of Ireland,[6] defines marine insurance as 'a contract whereby the insurer undertakes to indemnify the assured, in manner and to the extent thereby agreed, against marine losses, that is to say, the losses incident to marine adventure. Under the Act, a 'marine adventure' is where:

(a) Any ship goods or other movables are exposed to maritime perils. Such property is in this Act referred to as 'insurable property';
(b) The earning or acquisition of any freight passage money, commission, profit, or other pecuniary benefit, or the security for any advances, loan, or disbursements, is endangered by the exposure of insurable property to maritime perils;
(c) Any liability to a third party may be incurred by the owner of, or other person interested in or responsible for, insurable property, by reason of maritime perils.

> 'Underwriters will want assurances, through the trader's or supplier's terms and operating procedures, that claims are reported to underwriters promptly, including sufficient detail for the underwriters to respond and give advice about how to limit the claim'

'Maritime perils' means the perils consequent on, or incidental to, the navigation of the sea, that is to say, perils of the seas, fire, war perils, pirates, rovers, thieves, captures, seizures, restraints, and detainments of princes and peoples, jettisons, barratry, and any other perils, either of the like kind or which may be designated by the policy.

So, then, '[a] contract of marine insurance is a contract based upon the utmost good faith, and, if the utmost good faith be not observed by either party, the contract may be avoided by the other party,' and 'the assured must disclose to the insurer, before the contract is concluded, every material circumstance which is known to the assured, and the assured is deemed to know every circumstance which, in the ordinary course of business, ought to be known by him. If the assured fails to make such disclosure, the insurer may avoid the contract.'

Is a bunker provision a 'marine adventure'? Maybe not, and so insurance properly and fully insuring against claims that might be made against bunker providers might not be marine insurance. Certainly underwriters and bunker traders and suppliers also should make clear whether they consider the policy to be marine insurance, as a part of the policy terms.

However, one thing is for certain and that is no bunker trader or supplier should ever want to have any 'marine adventure' without adequate and responsive insurance coverage.

Self insurance, that is, going without that coverage or with inadequate coverage, in the further evolving bunker industry is not an adventure for any trader or supplier wanting to survive.

1. The author recommends to the reader, his article on the BIMCO 2018 Bunker Terms in the August-September 2018 edition of *Bunkerspot*, available at the author's website, www.simmsshowers.com/news/2020/5/18/bimco-bunker-terms-2018.

2. BIMCO holds a registered copyright for The BIMCO 2018 Bunker Terms, and requires payment of a licence fee for their use. *See* www.bimco.org/contracts-and-clauses/bimco-contracts/bimco-bunker-terms-2018 Nevertheless the author has seen situations of traders and suppliers using the BIMCO Terms without licensing them. Doing that begs copyright infringement liability, also probably not covered by a standard general liability insurance policy.

3. International Standards Organization ("ISO"), *Petroleum products — Fuels (class F) — Considerations for fuel suppliers and users regarding marine fuel quality in view of the implementation of maximum 0,50 % sulfur in 2020*, First Edition 2019-09.

4. Available at www.gard.no/Content/26207543/IBIA-Guidance-on-best-practice-for-fuel-oil-suppliers.pdf.

5. See for example, https://gisis.imo.org/Public/MARPOL6/Notifications.aspx?Reg=18.9.6, reporting supplier violations of MARPOL Annex VI Regulations 14 (sulfur content) and 18.

6. Copy at www.irishstatutebook.ie/eli/1906/act/41/enacted/en/print.html.

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Simms Showers advises bunker suppliers and traders on credit security, recovery, sales terms and conditions and MARPOL-related issues, including for 2022-2023-2050 and beyond.

Steve Simms serves as Chair of the International Bunker Industry Association's (IBIA) Legal Working Group, is an IBIA Board member and serves as Legal Advisor to SEA/LNG, the industry group advancing the use of LNG as a marine fuel.

The opinions and recommendations of this article are his and not necessarily also those of IBIA or SEA/LNG, except if identified specifically as such.

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