



APPEAL PANEL DECISION FORM

I. CLAIMANT AND CLAIM INFORMATION

Claimant Name	Last/Name of Business	First	Middle
	████████████████████ ████		
Claimant ID	██████████	Claim ID	██████
Claim Type	Business Economic Loss		
Law Firm	████████████████████.		

II. DECISION

Denial Upheld

Denial Overturned

III. PRIMARY BASIS FOR PANELIST DECISION

Please select the primary basis for your decision. You may also write a comment describing the basis for your decision.

- Claim should have been excluded.**
- Claim should have been denied.**
- Claim should not have been excluded.**
- Claim should not have been denied.**
- No error.**

Comment (optional):

Claimant, a gas station/convenience store located in ██████████ ██████████ Alabama, appeals the denial of its BEL claim, said denial based upon the Administrator's finding that it is excluded from the Program under Section 2.2.4.8 of the Agreement, which excludes any Entity selling or marketing BP-branded fuel.... The Entity herein, ██████████ has at least three facilities that filed claims. The instant appeal pertains to a facility that sold only Chevron-branded fuel. Claimant further declares that this facility had no inter-company transactions with any other facility of this Entity, with each facility standing on its own and keeping its own financial records. A prior panel decision (#97536) reversed the Administrator's finding of the BP-fuel exclusion, reasoning that as a Multi-facility business, each facility filing a claim must be analyzed separately based upon its own records. Although that decision partly based its holding upon Administrator policies 6 and 368, respectively, which have now been retracted (though not necessarily reversed), this panelist agrees with the overall rationale therein, especially as it is in conformance with the terms Exhibit 5 of the Agreement, which provides that businesses may file separate claims for each individual facility and that the relevant Causation standard and RTP for each claiming facility based on its location and industry shall apply....BP's argument that Section 2.2.4.8's exclusion applies regardless of whether an individual facility sells or markets BP-branded fuel is, in this panelist's

opinion, overbroad and in derogation of the overall wording of the Agreement, including Exhibit 5 and Section 4.3.7, requiring a Claimant-friendly application of the Agreement. As such, the finding of the Administrator must be overturned.