

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

Select the Compensation Amount set forth in either BP's Final Proposal or the Claimant's Final Proposal as the final outcome on the claim and check the appropriate box to signify your decision.

<input type="checkbox"/> BP's Final Proposal	Compensation Amount	\$54,005
	Risk Transfer Premium	2.00
	Prior Payment Offset	\$0
<input checked="" type="checkbox"/> Claimant's Final Proposal	Compensation Amount	\$68,246.01
	Risk Transfer Premium	2.00
	Prior Payment Offset	\$0

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.

- Error in documentation review.**
- Error in calculation.**
- Error in RTP multiplier.**
- Error in Prior Spill-Related Payment Amount.**
- No error.**

Comment (optional):

BP appeals the BEL award to claimant, a restaurant owner in ██████████, Louisiana. Possessed of a tourism designation with presumptive causation claimant received an award which did not trigger any of the provisions of policy 495. The sole issue for review relates to the classification of two expense items: % Rent which BP contends is a variable expense and not a fixed expense; and repairs and maintenance, a part of which included renovation costs and should be treated wholly as fixed. The first entry was a sub-part of the monthly rental

payment, the bulk of which was a sum certain payment. This sub-part was calculated as a percentage of monthly gross sales. BP asserts this component of the rent expense should be classified as variable thus altering the award. Exhibit 4D of the Settlement Agreement explicitly provides that rental expense is a fixed expense. The claimant has this certain expense every month with a lesser portion of it changing; but the obligation to pay it does not change. BP also contends that renovation costs incurred in June 2010 should have been treated wholly as a fixed cost and not as half fixed and half variable. Exhibit 4D provides maintenance costs are fixed and repairs are variable, but if they are not separately booked then the costs are split equally as fixed and variable. Maintenance and repairs were not separately booked and the entry for same in June 2010 was not sufficiently specific to allow renovation costs to be identified and segregated as proposed by BP. A review of the record reveals the Claims Administrator acted properly in applying the provisions of Exhibit 4D of the Settlement Agreement. There is no error. Remand is not warranted. The award is affirmed and the appeal of BP is denied.