



**APPEAL PANEL DECISION FORM**

**I. CLAIMANT AND CLAIM INFORMATION**

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

**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)*:

The Claims Administrator denied the claim of this industrial parts manufacturer with a facility in [REDACTED]. The Administrator determined that the Claimant failed causation because it was unable to satisfy the requirements of the Decline-Only Revenue Pattern test. After reconsideration and re-review produced the same result, Claimant appeals.

At issue is whether the Claimant satisfies the second prong of the Decline-Only test which requires specific documentation identifying factors outside the control of the Claimant that prevented the recovery of revenues in 2011. Claimant argues that this requirement was met with the submission of a letter dated June 28, 2010 from [REDACTED] terminating a contract between the two parties. Because the [REDACTED] contract generated approximately 40% of the [REDACTED] facility's revenues, Claimant contends that the Decline Only test has been met.

BP relies on Policy 474 in which the Administrator has explained that to satisfy the requirement of objective third-party documentation, documents prepared by or on behalf of the Claimant are insufficient. BP goes on to argue that the Claimant continued to provide services under the [REDACTED] contract after the termination date. Thus, BP disputes that the cancellation of the [REDACTED] contract was a factor in Claimant's loss of revenues in 2011.

Exhibit 4B of the Settlement Agreement obligates a Claimant to provide objective third-party documentation identifying factors outside the control of the Claimant that prevented the recovery of revenues in 2011. Here, the termination letter from [REDACTED] clearly satisfies this requirement. This panelist cannot imagine a clearer example of objective third-party documentation or of factors over which Claimant lacked any control. Contrary to BP's argument, there is no requirement that the Claimant submit more to satisfy this prong.

The Administrator erred in concluding that the [REDACTED] contract termination letter did not meet the requirement of objective third-party documentation. Accordingly, the denial is overturned and this claim is remanded to the Claims Administrator with instructions to recalculate causation consistent with this decision.