

 DEEPWATER HORIZON CLAIMS CENTER <small>ECONOMIC & PROPERTY DAMAGE CLAIMS</small>			
Pol-308 v2		CLAIMS ADMINISTRATOR'S APPROVED POLICY	
I. Profile - EXTERNAL			
Subject	Economic Loss: Establishing Causation		
Active Date	12/12/12	Policy Impact	<input checked="" type="checkbox"/> All Claims Regardless of Active Date <input type="checkbox"/> All Claims Greater than Active Date
Type of Decision	Court Decision		
Settlement Agreement Reference	Exhibit 4B		
Affected Claim Types and/or Review Processes	IEL; BEL		
Superseding Information	Policy 308 v2 revises Policy 308 v1 on 12/12/2012		
II. Summary			
<p>The Settlement Agreement represents the Parties' negotiated agreement on the criteria to be used in establishing causation. The Settlement Agreement sets out specific criteria that must be satisfied in order for a claimant to establish causation. Once causation is established, the Settlement Agreement further provides specific formulae by which compensation is to be measured. All such matters are negotiated terms that are an integral part of the Settlement Agreement. The Settlement Agreement does not contemplate that the Claims Administrator will undertake additional analysis of causation issues beyond those criteria that are specifically set out in the Settlement Agreement. Both Class Counsel and BP have in response to the Claims Administrator's inquiry confirmed that this is in fact a correct statement of their intent and of the terms of the Settlement Agreement. The Claims Administrator will thus compensate eligible Business Economic Loss and Individual Economic Loss claimants for all losses payable under the terms of the Economic Loss frameworks in the Settlement Agreement, without regard to whether such losses resulted or may have resulted from a cause other than the Deepwater Horizon oil spill provided such claimants have satisfied the specific causation requirements set out in the Settlement Agreement. Further, the Claims Administrator will not evaluate potential alternative causes of the claimant's economic injury, other than the analysis required by Exhibit 8A of whether an Individual Economic Loss claimant was terminated from a Claiming Job for cause.</p>			