

appointed to revise the 1999 Scheme with a view to supporting the prospective new XCS contract and ending the practice of “leader only” agreement to claims. Lloyd’s also used relevant specialist experience including US lawyers.

On 1st March 2005 Lloyd’s issued a Market Bulletin (Y3505) setting out proposed changes to the 1999 Scheme with regard to claims agreement parties and to support the new XCS Services Agreement, Claims Agreement for Followers and Lloyd’s Claims Management Principles and Minimum Standards.

On 5th May 2005 Lloyd’s issued to the LMA and LMBC a draft revised Lloyd’s 1999 Claims Scheme for market-wide consultation together with a Q&A paper to explain the proposed changes to the 1999 Scheme.

Key Features of the Amended Scheme:

1. **Scope** – The Amended Scheme will apply to all subscription Lloyd’s business where there are two or more Lloyd’s syndicates unless each of those syndicates is managed by the same managing agent. It will exempt consortium and service companies. The Amended Scheme will apply to claims arising out of Marine Proportional Treaty contracts.
2. **Binding Authorities** –The application of the Amended Scheme to claims on contracts under binding authorities may give rise to problems in providing effective Claims Agreement for Followers (CAF) in this area. Therefore, with the exception of Special Category Claims, all contracts of insurance entered into under binding authorities written between 1st July 2005 and 31st December 2005 are exempt from the Amended Scheme unless the binding authority expressly provides for XCS to be an agreement party. This is an interim measure and it is proposed that the Delegated Underwriting Byelaw be amended by 1st January 2006 to make specific provision for a streamlined claims agreement process. A working group has been formed by the Binding Authority Claims Group to define an appropriate solution to the problem of effective CAF for claims under binding authorities. This group is working with Lloyd’s to produce a solution which can be incorporated into a redrafted scheme.
3. **Claims Handling and Agreement Parties** – This is a fundamental amendment to the 1999 Scheme which largely abolishes “leader only” agreement to claims with few exceptions. All claims subject to the Amended Scheme must be agreed by the leading Lloyd’s underwriter on behalf of the leading Lloyd’s syndicate and XCS on behalf of every other Lloyd’s syndicate subscribing to that contract (other than in the case of Special Category claims where the second underwriter may act on behalf of the second syndicate, only). This claims condition is mandatory and any slip, endorsement or contract of insurance containing any provision to the contrary will still be subject to the Amended Scheme.
4. **Leader’s Obligations** – The Amended Scheme clarifies the role of the leading Lloyd’s underwriter to work with XCS (and the second underwriter on special category claims) to coordinate the handling of a claim. Such coordination includes ensuring that the other claims agreement parties have appropriate access to expert reports, reserving information and a cost efficient process towards resolution.
5. **Delegation** – The principle that claims handling authority may be delegated by the leading Lloyd’s underwriter (or second underwriter) remains unchanged. However, the

1999 Scheme has been amended to make it clear that an appropriate contract of delegation must be in place with the delegated party. What constitutes an appropriate contract of delegation will depend on all of the circumstances, such as the number of claims being delegated and whether this is done by class or book or on an individual claim basis.

6. **Run-Off Syndicates** – Under the Amended Scheme the Franchise Board will determine whether a managing agent can properly discharge claims responsibilities. The Franchise Board may direct the managing agent to delegate claims responsibilities to another person in accordance with the principle of delegation.
7. **Following Underwriters** – The 1999 Scheme has been amended to give the following underwriters greater influence over the agreement parties where they have concerns with the handling of a claim. If a following underwriter has concerns or is in a different contractual position to that of the leading Lloyd's underwriter or other underwriter(s), XCS will have to take this into account.
8. **Appointment of Experts** - The 1999 Scheme has been amended to clarify the manner in which experts are appointed; that is, appointments may be pre-agreed by slip condition. Further clarity is provided in relation to the provision of confidential reports.
9. **Special Category Claims** - The definition of 'Special Category' claims has not been extended and is as currently stated in the 1999 Scheme, without amendment. The definition of 'Special Category' claims will be reviewed as part of a complete redraft of the 1999 Scheme.
10. **Payment of Claims to Reassured** – The Amended Scheme allows an underwriter to withdraw authority from XCS to pay claims to a reinsured on his or her behalf where the reinsured owes the syndicate £375,000/US\$750,000 or more subject to 10 business days notice in writing.
11. **User Guide** - The User Guide, as with the 1999 Scheme, is subordinate to the Claims Scheme i.e. the Claims Scheme will always prevail over the User Guide.

Implementation of the Amendments from 1st July 2005

From 1st July 2005, the Amended Scheme will apply to claims made on contracts of insurance entered into from 1st July 2005 and post, irrespective of slip condition. For the avoidance of doubt all and any claims made on contracts of insurance entered into prior to 1st July 2005, will continue to be subject to the 1999 Scheme.

All relevant slips should, as soon as practicable, refer to the claims agreement parties set out in paragraph 2.1 of the Amended Scheme. After 1st October 2005, slips which do not refer to the correct claims agreement parties or scheme will be marked incorrect by the LMP Slip Audit Team, with the exception of declarations off line slips which themselves inceptioned before 1st July 2005. Please note that the provisions of the Amended Scheme will apply to contracts inceptioning from 1st July 2005 even if the slip or policy contains different provisions.

Since the Amended Scheme overrides the slip or policy, for the time being Lloyd's have instructed the bureau not to reject slips or policies which are in error in referring to the wrong scheme or incorrect agreement parties. Lloyd's will notify any future changes in the checking approach in advance.

The Process for Redrafting the Lloyd's Claims Scheme

The LMA and LMBC have been asked to nominate a panel of representatives which will assist Lloyd's in redrafting the claims scheme. There will be an appropriate period of consultation where the market will be invited to put forward its concerns about the 1999 Claims Scheme and its requirements for a new claims scheme.

Following the period of consultation Lloyd's, with the assistance of the panel, will draft a new claims scheme. Lloyd's intends to implement the redrafted scheme on 1st January 2006.

As well as dealing with the regulatory and commercial requirements already addressed by the LMA working group in amending the Lloyd's 1999 Claims Scheme, the new claims scheme will also incorporate the work carried out by the Binding Authority Claims Group.

Queries

If you have any queries arising out of the implementation of the Amended Scheme, please do not hesitate to contact one of the following:

Kent Chaplin, Assistant Head of Claims at kent.chaplin@lloyds.com or 020 7327 5552.
Neil Dalton, Senior Claims Leader at neil.dalton@lloyds.com or 020 7327 5589

Rolf Tolle
Franchise Performance Director
Franchise Performance Directorate

THE LLOYD'S 1999 CLAIMS SCHEME
(Amended)

1 JULY 2005

THE LLOYD'S 1999 CLAIMS SCHEME (AMENDED)

This Lloyd's 1999 Claims Scheme (Amended) (the "Scheme") and the User Guide have been made by the Franchise Board under paragraph 12 of the Underwriting Byelaw. The scheme is subordinate to the Byelaw and the guide is subordinate to the scheme. The Franchise Board intends to implement a new Scheme in due course following detailed consultation with the LMA and the LMBC.

In this Scheme "underwriter" means Lloyd's underwriter. "Leading Lloyd's underwriter" and "second underwriter" mean the leading Lloyd's and second underwriter respectively in slip order unless otherwise advised on the slip. Where the Scheme refers to "leading Lloyd's underwriter" this includes the second underwriter where they agree to act as an agreement party on Special Category Claims. Unless otherwise specified, the term "insurance" includes direct insurance, reinsurance and retrocession (of any tier), and the term "insured" includes a direct insured, reinsured, or retrocedent (of any tier). Claim includes recoveries and refunds. Special category claims has the meaning set out in Annex B. Run-off syndicate means a syndicate which no longer accepts new or renewal insurance business (other than the variation or extension of risks previously underwritten or reinsurance to close of any earlier year of account of that syndicate). Other terms and expressions used in the Scheme have the meaning set out in the Definitions Byelaw unless the context otherwise requires.

1. SCOPE

- 1.1 This Scheme applies to all claims made on contracts of insurance underwritten by two or more syndicates on or after 1 July 2005 other than –
- (a) the classes and categories of claim referred to in Annex A;
 - (b) where each of the syndicates are managed by the same managing agent;
 - (c) where the Franchise Board otherwise gives a managing agent or any class or group of managing agents dispensation from the Scheme in respect of any claim or class or category of claims; or
 - (d) claims made on contracts of insurance entered into under a binding authority which was written prior to 1st January 2006 which are not special category claims (other than special category claims which the coverholder or third-party administrator (TPA) is authorised to handle, administer and determine in accordance with the binding authority). For the avoidance of doubt, a binding authority may provide that other claims made on contracts of insurance entered into under a binding authority may be subject to the Scheme.
- 1.2 Unless otherwise required by Lloyd's, claims arising under contracts administered solely through underwriters' service companies or under consortium arrangements are at the underwriters' discretion exempted from the scheme, provided that claims handling arrangements have been agreed in writing by all subscribers at or prior to the time of placement.

2. CLAIMS HANDLING – BASIS OF THE SCHEME

- 2.1 All claims subject to this Scheme must be handled, administered and determined by –
- (a) the leading Lloyd's underwriter on behalf of the leading Lloyd's syndicate (and any other following syndicate managed by the same managing agency); and
 - (b) XCS on behalf every other syndicate subscribing to that contract (other than in the case of special category claims where the second underwriter may act on behalf of the second syndicate and XCS acts on behalf of the remaining following syndicates).
- 2.2 The provisions of paragraph 2 of the Scheme shall apply regardless of any inconsistent provision contained in the contract of insurance or any related contract.
- 2.3 All claims subject to this Scheme shall be handled in accordance with Lloyd's Claims Management Principles and Minimum Standards.
- 2.4 The leading Lloyd's underwriter and XCS shall coordinate in taking action on a claim. Where the leading Lloyd's underwriter only is provided with an expert report or supporting information, that underwriter shall ensure that XCS and other agreement parties have access to it through a channel appropriate to that claim. The leading Lloyd's underwriter shall also identify for review and agreement the proposed action(s) to be taken on the file. Topics for coordination shall include appropriate reserve(s) and cost-efficient steps towards resolution. A properly documented expert report will be sufficient in this regard. Where the Leading Lloyd's underwriter has other or additional views, the claims person shall communicate them through an appropriate channel to XCS.

3. DELEGATION

- 3.1 The leading Lloyd's underwriter may delegate authority for claims handling, administration and determination to another person provided that –
- (a) an appropriate contract of delegation is in place with that person; and
 - (b) XCS and the relevant Lloyd's broker(s) have been notified (in which case XCS will notify the following underwriters of this delegation).

4. RUN-OFF SYNDICATES

- 4.1 Where the Franchise Board is not satisfied that a managing agent can properly discharge claims responsibilities for a run-off syndicate, the Franchise Board may direct that managing agent to delegate claims responsibilities in accordance with paragraph 3.

5. CONFLICTS OF INTEREST

- 5.1 Where the leading Lloyd's underwriter encounters a situation that gives rise to an actual or perceived conflict of interest, appropriate steps should be taken to assure that these circumstances do not affect the handling of the potentially affected claims. Conflicts may arise, for example, where a syndicate underwrites insurance for two or more insureds who have claims against each other arising out of the set of facts or circumstances.
- 5.2 Such measures could include delegating to XCS or any other underwriter subscribing to the slip the handling of the claim(s) or potential claim(s) of which he has notice. Factors relevant to consideration of whether particular facts or circumstances give rise to a potential conflict of interest will include the local laws and regulations in the jurisdiction(s) in which some or all of the relevant insureds are located. Local laws and regulations may differ widely and underwriters are recommended to take local advice before deciding what action (if any) is appropriate in relation to any specific claim.
- 5.3 Where XCS finds itself in a situation which might give rise to a conflict of interest or where XCS is acting as the leading Lloyd's underwriter and the claims agreement party for the followers, procedures will be followed to ensure that individual claims handlers are assigned to each interest of a case, separate files are created where appropriate and disclosure is made to interested underwriters of the process being adopted by XCS.

6. DISAGREEMENT

- 6.1 If the leading Lloyd's underwriter and XCS disagree at any stage in the handling, administration or determination of the claim, consultation will take place among the parties to resolve the matter promptly. If the disagreement cannot be resolved promptly, XCS will consult following underwriters as appropriate.
- 6.2 Nothing contained in the Scheme restricts the leading Lloyd's underwriter's right or option to consult with the following market.

7. FOLLOWING UNDERWRITERS

- 7.1 XCS may refer, at its discretion or on the recommendation of the leading Lloyd's underwriter, any part of the handling of a specific claim directly to some or all following underwriters.
- 7.2 Following underwriters may present views, concerns or additional information in a timely fashion to XCS, acting as necessary in conjunction with the leading Lloyd's underwriter, will give those matters careful consideration.
- 7.3 If XCS determines that one or more of the following underwriters are in a potentially different contractual position from that of the leading Lloyd's underwriter or one or

more co-subscribing following underwriters, XCS will take steps to manage the claim accordingly.

8. EXPERTS AND REPORTS

- 8.1 Underwriters' experts, such as lawyers, adjusters and surveyors, will be appointed and instructed by the leading Lloyd's underwriter and XCS only. The contract of insurance shall specify the circumstances in which the leading Lloyd's underwriter may appoint an expert without the prior agreement of XCS.
- 8.2 When an expert is appointed, the expert should be notified of the identity of the leading Lloyd's underwriter(s) (unless the leading Lloyd's underwriter has delegated claims handling authority to XCS), details of the slip placement, the identity of the relevant XCS claims handler and the XCS claims reference.
- 8.3 Unless instructed more specifically in the matter, experts should send confidential reports directly to the leading Lloyd's underwriter and XCS, for their review. When the recipients of the report have agreed on instructions, the leading Lloyd's underwriter will notify the expert directly and XCS will make such arrangements for the following market as circumstances require. The following underwriters always have the option to receive a copy of the confidential reports. Where settlement proposals are made directly to the assured by an expert then he should, under normal circumstances, simultaneously inform the broker.

9. BROKER MAY SHOW

- 9.1 The insured or reinsured or his or her agent has the right to insist that a claim is considered by all underwriters on the slip. The insured or reinsured may exercise that right by instructing the broker to show his or her claim to all underwriters.

10. MATTERS REQUIRING REFERRAL TO ALL UNDERWRITERS

- 10.1 The following matters require referral to all underwriters by the broker, leading Lloyd's underwriter or XCS as appropriate –
- (a) ex gratia settlement (unless specifically exempted on the slip or by endorsement). All underwriters initial and date the claim settlement papers;
 - (b) policy commutations, other than those specified under 13.4. and claims commutations within previously advised outstandings; and
 - (c) policy rescissions, unless the slip or policy otherwise provides or where the leading Lloyd's underwriter has accepted the risk on behalf of the following market.

For the avoidance of doubt, without prejudice settlements will be agreed by the leading Lloyd's underwriter and XCS only. Where XCS cannot support the leading Lloyd's underwriter's settlement, it will follow the procedure set out at paragraph 6.

11. PAYMENT

- 11.1 Once agreement to settle has been obtained in accordance with this Scheme, an LCCF or endorsement should be initialled by the leading Lloyd's Underwriter and XCS, unless the slip otherwise provides and XCS will process the payment. The broker must be advised by XCS of any payments made directly to the assured.
- 11.2 Underwriters' experts' fees and refunds will be processed on the agreement of the leading Lloyd's underwriter and XCS only. Fees may be paid directly to the expert at the discretion of the leading Lloyd's underwriter and XCS

12. PAYMENT OF CLAIMS TO REINSURED

- 12.1 Any underwriter may, by provision of 10 business days notice in writing to XCS, withdraw from XCS any authority to pay claims due to a reinsured where:
- (a) the reinsured, not being a Member of Lloyd's, has been adjudicated or declared bankrupt or insolvent or is in any related form of legal protection by the due process of law of its country of domicile (or its country of incorporation, as the case may be): or
 - (b) the reinsured is an insurance company which –
 - (i) no longer accepts new or renewal business, and
 - (ii) no longer participates in central settlement systems of the International Underwriting Association of London.
- 12.2 An underwriter, by provision of 10 business days notice in writing, may also withdraw authority from XCS to pay claims on his behalf to a reinsured where –
- (a) the total monies owed by that reinsured to the syndicate are £375,000/US\$750,000 (or equivalent currencies) or more; and
 - (b) the monies have been due to the syndicate for a period of 6 months or more from the date that the collecting note(s) is/are issued; and
 - (c) the monies owed by the reinsured are not disputed i.e. no formal written communication has been received by the underwriter from the reinsured denying the claim(s) in whole or in part and no proceedings have been commenced by the reinsured in respect of such claim(s); and
 - (d) the syndicate asserts that it has a legal right of set-off.
- 12.3 The maximum period for which an underwriter may withdraw authority from XCS to pay claims to a reinsured under paragraph 12 shall be 6 months from the original written notice. An underwriter may give notice in writing to XCS and to Lloyd's to extend this period for a further 6 months.
- 12.4 The Franchise Board may exercise its discretion to grant permission to an underwriter to withdraw authority from XCS to pay claims to a reinsured in circumstances other than those set out in paragraphs 12.1 and 12.2 above.

13. ADVICES

XCS will determine in each instance whether to forward advice of a claim or claims developments to the following underwriters, except that advice shall always be provided when there is:

- 13.1 A recommended or estimated reserve, or a change in reserve previously advised
- 13.2 Advice of claims without recommended or estimated reserves will be subject to the discretion of XCS or the specific request of the leading underwriter;
- 13.3 Litigation by or against the underwriters; or
- 13.4 Policy commutation identified as part of a claim settlement

ANNEX A – CLAIMS EXEMPT FROM THE SCHEME

(see paragraph 1.2)

1. The Scheme does not apply to the following types of claims –
 - (a) Claims Administered by the LMA Term Life Committee or any successor committee formed for the purpose of carrying out the responsibilities of the LMA Term Life Committee;
 - (b) UK motor claims on policies underwritten by members of the LMA Motor Underwriting Committee or any successor committee formed for the purpose of carrying out the responsibilities of the LMA Motor Underwriting Committee;
 - (c) Claims which are agreed and/or settled under the following arrangements:
 - (i) Scheme Canada (solely in respect of the Scheme Canada processing function, in all other respects the scheme is to apply)
 - (ii) Claims Payable Abroad (see paragraph 17 of the User Guide)

ANNEX B – SPECIAL CATEGORY CLAIMS

1. The following categories of claims are special category claims under the Scheme –
 - (a) legal liability cover (other than in respect of the categories and classes set out in section 2 of this annex);
 - (b) bankers blanket bond, forgery or fidelity cover;
 - (c) contract frustration and political risk cover;
 - (d) such other categories of claims which may be prescribed by the Franchise Board from time to time for such periods as the Franchise Board may prescribe.

2. The following categories and classes of liability claims shall not, be treated as special category claims under the Scheme –

(P&I	}	excluding claims involving US Assureds or
Shiprepairers Liability	}	subsidiaries or where a US lawsuit has been filed
Charterers Liability	}	or the occurrence is in US
Cargo Liability	}	territorial waters.

Aviation Liability – risk codes L, AO and AP

Auctioneers Liability

Bailees Liability to goods including care custody and control

Boiler & Machinery Liability (ex USA as above)

Collision Liability (Running Down Clause)

Forwarding Agents Liability

Furriers Liability
Garage Keepers Legal Liability
Guest Voluntary Settlement (Aviation)
Logging Liability
Motor Truckers Liability to goods
Recours des Voisins
Reinsurance with a full Reinsurance Clause (where there is no claims control or claim co-operation)
Risques Locatif
Road Hauliers Liability to goods/Convention Merchandise Route (CMR)
Security Carriers Liability
Shipowners Liability to Cargo (but not cargo's liability)
Stevedores Liability
Warehouse Owners Liability to goods
Wharfinger Liability

USER'S GUIDE

This Guide does not form part of this scheme

Procedural roles and responsibilities

- 1 On first notification of a claim the broker should promptly submit the claim with all relevant information to the leading Lloyd's underwriter and XCS.
- 2 For the purpose of this Scheme the notification of the claim may either be in a paper or electronic form or a combination of the two. All claims agreement parties must be shown the same paper or electronic information.
- 3 Where there are several slips within a layer of coverage on identical terms and conditions with the same broker, the leading Lloyd's underwriters on all the slips will agree the identity of the overall leading Lloyd's underwriter on that layer for claims purposes.
- 4 In the case of a composite package policy or binding authority, the broker should ensure that the identity of the leading Lloyd's underwriter for claims purposes in respect of each part of the policy is clearly set out in the slip or an endorsement agreed by all underwriters.
- 5 Where XCS acts for the leading Lloyd's underwriter in respect of a special category claim and the second underwriter disagrees with the handling of the claim, the procedure laid out in Paragraph 6 of the Scheme will apply.
- 6 Where the claim is handled either partially or wholly electronically it is expected that the broker will be responsible for creating the advice and sending it to the leading Lloyd's underwriter and XCS, who will validate it and add information and instruction as appropriate.
- 7 Where the leading Lloyd's underwriter has delegated his authority, the broker should proceed to send an electronic message directly to XCS.
- 8 When the leading Lloyd's underwriter and XCS agree a settlement, they should ensure that the amount of the claim and/or fee to be paid is clearly shown on the claims papers.
- 9 To assist in identification, underwriters are requested to use button stamps.
- 10 XCS will provide a list of all those syndicates who have delegated their authority to XCS to the Market Associations for circulation to their members and will regularly advise the Market Associations of updates and amendments.
- 11 Any following underwriter can call for the XCS's claims file or electronic record.

Letters of Credit

- 12 In the case of a claim on a policy where a letter of credit (LOC) is required to meet the requirements of foreign insurance legislation or where provided for in the slip XCS will bind following underwriters in accordance with the scheme. An LOC will thereafter be established in accordance with STFO procedures and following underwriters will be advised accordingly.

Notice of Abandonment

- 13 When an assured on a Marine policy requests that a notice of abandonment be tendered to underwriters, the broker will see the leading Lloyd's underwriter irrespective of whether that underwriter has delegated his authority to XCS. The broker will then present the notice of abandonment to XCS who will deal with it on behalf of all the following underwriters. XCS will notify all remaining underwriters on the slip.

Reinstatement Premiums

- 14 In respect of certain Excess of Loss claims, XCS processes reinstatement premiums at the same time as the claim is settled. The reinstatement premium documents are prepared by the broker and checked by the Leading Lloyd's underwriter. XCS reviews the Leading Lloyd's underwriter's calculation and processes the item into the premium database (LIDS) for payment to all underwriters.

Administration of Salvage under Lloyd's Open Form

- 15 Where security is provided for salvage under Lloyds Open Form by the Leading Lloyd's cargo underwriters, XCS ensures that the guarantee has been properly completed and lodges the document with the Corporation of Lloyd's. XCS handles the salvage claim in conjunction with the leading Lloyd's underwriters on behalf of cargo insurers.

Administration of GA Guarantee on behalf of Cargo Underwriters

- 16 Where Lloyd's cargo underwriters agree to provide a guarantee to shipowners, on behalf of the cargo owners, XCS will administer the issuance of the guarantee. In particular the GA Guarantee, which is signed by the two leading Lloyd's underwriters, authorises the Corporation of Lloyd's to provide the guarantee in the first instance, with Underwriters agreeing to indemnify the Corporation of Lloyd's.

XCS ensures that both the cargo underwriters and the Corporation interests are fully protected and then requests the Corporation to issue the guarantee to the shipowner.

Settlement of Claims Abroad Scheme

- 17 This scheme permits Lloyd's cargo underwriters to use the services of Lloyd's Agents world-wide to adjust and settle claims under the cargo policies. A cargo owner or consignee holding a Lloyd's insurance certificate incorporating the terms and conditions of this scheme is able to present a claim for payment to the Lloyd's Agent named in the certificate. The Lloyd's Agent having paid the assured submits the claim to XCS for reimbursement. XCS manages the claim on behalf of cargo underwriters and arranges for payment to Lloyd's Agent and then collects funds from the appropriate cargo underwriter. In some instances XCS provides the Lloyd's Agent with technical advice and guidance with the resolution of a claim.

Payment of Claims to Reinsured

- 18 When an underwriter has withdrawn authority from XCS to pay claims due to a reinsured in any of the circumstances described in paragraph 12 of the Scheme, XCS will notify the broker(s) concerned in writing as soon as possible following receipt of the notification of withdrawal.
- 19 The written notice to XCS must contain the following information and relevant supporting documents:
- Full name and details of the reinsured as it appears on the slip(s)
 - Confirmation that a right of legal set-off exists against the reinsured
 - A statement of net monies owed
 - Confirmation that the monies owed are not in dispute i.e. that no formal written communication has been received by the underwriter from the reinsured denying the claim(s) in whole or in part and that no proceedings have been commenced by the reinsured in respect of the claim(s)
 - Dates on which the collecting notes were issued
 - Confirmation that the broker(s) has passed on collecting notes to the reinsured and is not holding any monies due to the syndicate from the reinsured
 - Copies of the slips on which claims have been advised (with XCS references) or are likely to be advised with signing numbers and dates. These are required so that XCS can administer the process effectively
 - Any other document that is considered relevant

The written notice must be signed by either the Managing Director/CEO or the Compliance Officer of the underwriter's Managing Agent and sent with attachments to Opt Out Manager, Xchanging Claims Services, 34 Leadenhall Street, London EC3A 1AX.