

MARKET BULLETIN

REF: Y4522

Title Lloyd's Claims Scheme (Combined) and Expansion of Scope of 2010 Claims Scheme under Claims Transformation Programme

Purpose To communicate the new Lloyd's Claims Scheme (Combined) and the new risk codes to be handled in accordance with the 2010 Claim Scheme, and the associated effective dates

Type Event

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Related links Lloyd's Claims Scheme (Combined)
Explanatory Note explaining changes

30 March 2012

The scope of the 2010 Claims Scheme as given in Schedule 5 has subsequently been updated. See www.lloyds.com/claimsscheme for details of related bulletins and an up to date list of risk codes in scope for the 2010 Claims Scheme.

Executive Summary

This bulletin communicates the Lloyd's Claims Scheme (Combined), which is the successor to the 2006 Claims Scheme as amended, and will come into effect from 1 January 2012. The main changes from the 2006 Claims Scheme as amended (which also contains in Annex 1 the 2010 Pilot Scheme) are:

- Removal of the term 'Pilot' from the 2010 Claims Scheme
- Removal of Category 2 (Mid Tranche) as a triage category
- Introduction of variable financial thresholds at class of business level
- Expansion of scope of the 2010 Claims Scheme into the Professional Indemnity, Financial Institutions and Medical Malpractice risk codes

- Introduction of additional requirements in relation to the provision of information to following syndicates where there are dispute resolution proceedings (NB. this is the only change which affects the current 2006 Claims Scheme)

Introduction

This Bulletin attaches the Lloyd's Claims Scheme (Combined) made by the Franchise Board under the Underwriting Byelaw, and an accompanying explanatory note of changes. The Lloyd's Claim Scheme (Combined) amends and renames the Lloyd's 2006 Claims Scheme, which is currently in force. To recognise the transition of the 2010 Pilot Scheme to a full Lloyd's Claims Scheme, the Lloyd's Claims Scheme (Combined) sets out as two separate sections both the Lloyd's 2006 Claims Scheme (Part I), and the revised 2010 Claims Scheme (Part II).

Schedule 5 of the Lloyd's Claims Scheme (Combined) also contains the additional risk codes to be introduced to the 2010 Claims Scheme, which comprise the Professional Indemnity, Financial Institutions and Medical Malpractice risk codes. Both the Lloyd's Claims Scheme (Combined) and the expanded scope will come into effect from 1 January 2012.

Background

The Claims Transformation Programme ("CTP") introduced new claims agreement practices through the 2010 Pilot Scheme via [Market Bulletin Y4341](#) (issued 30 November 2009). These arrangements have been operational on a limited scope within the Casualty Treaty, Marine and Property (D&F) classes of business since 1 January 2010. The scope of classes of business included within the new CTP claims agreement practices was expanded from 1 July 2011, as advised via [Market Bulletin Y4482](#) (issued 1 April 2011), to incorporate the remaining Marine and Property risk codes and also all Energy risk codes.

In continuing the progression of the Claims Transformation Programme, the Claims Implementation Board recommended to the Franchise Board that the previous "2010 Pilot Scheme", which originally formed an annex to the 2006 Claims Scheme, be formally incorporated into a revised Lloyd's Claims Scheme and that the scope of the CTP claims agreement practices be further expanded into the PI / FI class of business, both coming into effect from 1 January 2012. The Franchise Board has accepted these recommendations.

Lloyd's Claims Scheme (Combined)

Therefore, following the success of the 2010 Pilot Scheme, Lloyd's has amended the 2006 Claim Scheme and renamed it to recognise the change of the 2010 scheme from a pilot scheme to a separate Lloyd's Claim Scheme. The Lloyd's Claims Scheme (Combined) now comprises of two parts: Part I – the 2006 Claims Scheme, and Part II – the 2010 Claims Scheme.

Additionally, following feedback from the market, a number of changes have also been made to the 2010 Claim Scheme to improve its operation (with one change being made to the 2006 Claim Scheme). The key changes are:

- The current three claims categories have been replaced by just two categories (standard and complex)
- Additional requirements have been introduced in relation to the provision of information to following syndicates where there are dispute resolution proceedings. This change has also been made to the 2006 Claim Scheme in Part I.
- The Scheme has been amended to allow over time different financial thresholds to apply between standard and complex claims for different risk codes.

Those CTP claims which are currently categorised as “Mid Tranche” will be re-categorised as “Complex” from 1 January 2012, thereby maintaining the agreement party structure. Upon the subsequent submission of such a claim the Lead and Second are requested to consider whether the Complex category is applicable.

The attached explanatory note describes all of the changes made in more detail.

Expansion of Scope

Schedule 5 of the Lloyd’s Claim Scheme (Combined) details the additional risk codes to be included within the scope of the 2010 Claims Scheme, along with all of the risk codes currently within scope. Columns E and F of Schedule 5 provide the applicable policy and binding authority inception dates respectively for risks falling within the scope of the 2010 Claims Scheme. Additionally, Column D lists the applicable Standard/Complex financial threshold by risk code. Note that the financial thresholds have been applied at a class of business level but for convenience are communicated within the Schedule at risk code level. At present the financial threshold is fixed at £250,000 for most risk codes.

The 2010 Claims Scheme continues only to apply to those claims advised via ECF.

Prior to 1 January 2012 Lloyd’s will issue revised 2010 Claims Scheme Process Guidelines and further market training to provide greater clarification on the application of the 2010 Claims Scheme in practice.

Agreement parties

There is no change to the agreement structure under the 2010 Claims Scheme (despite the removal of Category 2 Mid Tranche) which remains:

- Lead claims agreement for Standard claims,
- Lead plus second claims agreement for Complex claims.

Slip Wording and Market Reform Contract (MRC)

Following feedback from the market regarding the positive identification of the second lead on the slip, Lloyd’s has engaged with the London Market Group (LMG) as part of their MRC review to include a field for this purpose. Additionally, with the publication of a new claims scheme, the proposed slip wording has been amended and simplified to reflect the updated Scheme.

The revised MRC guidance is due to be issued in October and will come into effect on 1 February 2012. However, in the interim, brokers are requested to use the new proposed language, as set out below, in all slips or contacts of insurance or reinsurance which incept on or after 1 January 2012:

“Basis of Claims Agreement:

Claims to be managed in accordance with the Lloyd’s Claims Scheme (Combined), or as amended or any successor thereto.

Claims Agreement Parties:

For Lloyd’s syndicates:

The leading Lloyd’s syndicate and, where required by the applicable Lloyd’s Claims Scheme, the second Lloyd’s syndicate and/or the Scheme Service Provider.

The second Lloyd’s Syndicate is JKL (1234).”

Further Information

If you have any questions regarding this bulletin please contact the Lloyd’s Claims Transformation Project team at: ClaimsTransformationProject@lloyds.com or 0207 327 5900.

Lloyd's Claims Scheme (Combined)

Explanatory Note of Changes from the Lloyd's 2006 Claim Scheme (including changes to the 2010 Pilot Scheme)

1. This note provides an explanation of the main changes that have been made to the Lloyd's 2006 Claim Scheme. The change will come into effect from 1 January 2012.
2. Following the success of the 2010 Pilot Scheme, Lloyd's has amended the scheme to recognise the change of the 2010 scheme from a pilot scheme to a separate Lloyd's Claim Scheme. The amendments are also intended to allow for the addition of further risk codes to the scheme over a period of time. In addition, following feedback from the market, a limited number of changes have been made to improve the operation of the 2010 scheme (and, in respect of one point, the 2006 scheme). In particular, Lloyd's is replacing the current three categories of claims with just two categories: standard and complex. Also changes have been made in relation to the provision of information to the following market in relation to dispute resolution proceedings.
3. All changes have been made following consultation with the market.

Arrangement of the Scheme

4. To reflect the fact that the 2010 Pilot Scheme is no longer a pilot scheme, the arrangement of the 2006 Claim Scheme document has been revised.
5. The Scheme now consists of an introductory section which sets out the scope of the 2006 and 2010 Claim Schemes. Part I of the Scheme sets out the 2006 Claim Scheme. Part II sets out the 2010 Claim Scheme. These sections are followed by five schedules (which are materially the same as the schedules previously found in the 2006 Claim Scheme).
6. To reflect the fact that the document now gives equal status to the 2006 and 2010 Schemes, the document has been given a new name, the Lloyd's Claim Scheme (Combined). Although the document is renamed, it remains for formal purposes the 2006 Claims Scheme as amended and all references in other documents, including MRC contracts, to the 2006 Claims Scheme as amended are references to this document.

Introduction Section

7. This section is new. Paragraphs 1 and 2 set out the scope of the 2006 and 2010 Schemes. The scope of the 2006 Scheme is unchanged. The wording of the scope of the 2010 Scheme has been amended to bring it into line with the wording of the 2006 Scheme and to address two points. First, the wording has been amended to allow for additional risk codes to be added without the need for amendments to the body of

scheme. As new risk codes come within the scope of the scheme, schedule 5 will be amended to specify the new risk codes with the “as at” date when the risk code becomes in-scope. Second, the scope has been amended to make clearer those claims which are outside of the 2010 Claim Scheme. These changes have been made to enhance clarity but are not intended to change materially the scope of the scheme from the 2010 Pilot Scheme.

8. In summary, the 2010 Claim Scheme will only apply to policies that fall within one of the in-scope risk codes shown in schedule 5 and where the policy incepts on or after the corresponding date shown in the schedule. In the case of business written under binding authorities both the policy and the binding authority must incept after the relevant dates specified in schedule 5 for the claim to be in-scope (see paragraph 1(f) of Part II). This approach is consistent with the approach followed for the 2010 Pilot Scheme. Claims that are currently being handled under the 2006 Claim Scheme will continue to be handled under that scheme.

Part I: 2006 Claim Scheme

9. Following feedback from the market, paragraphs 8, 9 and 13 have been amended to enhance the rights of the following syndicates to receive information relating to dispute resolution proceedings where the syndicates are parties. These changes mirror similar changes that have been made to the 2010 Scheme. The 2006 Claim Scheme otherwise has not been changed other than to reflect changes to the defined terms used. For example in this section, “scheme claims” are now referred to as “2006 scheme claims”.

Part II: 2010 Claim Scheme

10. The 2010 Claim Scheme set out in this part is as per the 2010 Pilot Scheme. Other than consequential amendments to defined terms, etc the following are the main changes.
11. In paragraph 2(d) the 2010 Pilot Scheme currently specifies three categories of claim: category 1, category 2 and category 3. Category 1 covers claims with a claimed value of more than £5,000,000 or which are subject to dispute resolution proceedings. Category 3 covers claims with a claimed value of less than £100,000. Category 2 covers claims that fall between these two categories. To reflect market feedback, the following changes have been made:
 - (a) The three categories have now been reduced to just two categories: standard and complex.
 - (b) The scheme has been changed so that the financial thresholds to be applied when assigning claims no longer needs to be the same for all risk codes but can be varied depending on the relevant risk code, as determined in consultation with the market. At present, the financial thresholds are set at £250,000 in most cases. The financial thresholds to be applied are shown in the table in schedule 5.
 - (c) The scheme has been amended to clarify that all claims that have been assigned as standard claims but which subsequently become subject to dispute resolution proceedings must be reassigned as complex claims.

- (d) As with the 2006 scheme (see above), provisions have been included that enhance the rights of the following syndicates to receive information relating to dispute resolution proceedings where the syndicates are parties. The definition of “dispute resolution proceedings” has been amended to clarify that it refers only to dispute resolution proceedings commenced by or against the syndicates who have underwritten the insurance. It does not refer to disputes between insureds and third parties.
- (e) A sentence has been inserted to paragraph 4 to provide an express statement that upon reassignment of a claim from complex to standard the obligation to determine the claim in accordance with the scheme ceases for the managing agent of the second Lloyd’s syndicate.

These changes will apply to all new claims and to claims already being handled under the 2010 Pilot Scheme. All claims that are currently categorised as category 1 or category 2 will become complex claims (subject to reassignment in accordance with the 2010 Claim Scheme). Category 3 claims will become standard claims (subject to reassignment).

- 12. Necessary, consequential changes have been made to paragraphs 3 and 4 (Reassignment of 2010 scheme claims) to reflect the replacement of the three categories of claims with standard and complex claims.
- 13. Under the 2010 Pilot Scheme paragraph 10 provides that the managing agent of a second Lloyd’s syndicate may only delegate its determination of a 2010 scheme claim to Xchanging Claims Services Limited. The second sentence has been amended so that the Franchise Board may appoint other service providers for this purpose. There are no proposals at this time to approve another service provider.

Schedules

- 14. The following changes have been made to the schedules.
 - (a) Inclusion of four new defined terms: “2006 Claim Scheme”, “2006 scheme claim”, “2010 Claim Scheme” and “2010 scheme claim”. These changes are consequential on the 2010 Pilot Scheme becoming the 2010 Claim Scheme. A new defined term, “reports”, has also been added and is consequential to the changes made in relation to dispute resolution proceedings (see above).
 - (b) The reference in Schedule 3 to the Reinsurance Department at Lloyd’s has been changed to the Performance Management Directorate.
 - (c) Schedule 5 sets out the in-scope risk codes for the 2010 Claim Scheme. Three new columns have been added which show (1) the date as at which each risk code comes within the 2010 Claim Scheme (columns E and F) and (2) the financial thresholds to be applied for each risk when assigning or reassigning claims as standard and complex (column D).

Lloyd's Claims Scheme (Combined)

This document is the Lloyd's 2006 Claims Scheme as amended and has been renamed the "Lloyd's Claim Scheme (Combined)". All references in other documents to the 2006 Claims Scheme are a reference to this document.

This Lloyd's Claims Scheme (Combined) (the "Scheme") has been made by the *Franchise Board* under paragraph 12 of the Underwriting Byelaw. The *Franchise Board* will keep the operation of the Scheme under review and may revise it from time to time following consultation.

Words and terms shown in italics have the meaning set out in schedule 1 to the Scheme.

Scope of the Scheme

1. The *Franchise Board* requires every *managing agent* to comply with and implement the principles and arrangements set out in Part I of the Scheme for the *determination* of every claim made on an *insurance* underwritten by two or more *syndicates* on or after 1 April 2006 other than –
 - (a) where each of the *syndicates* are managed by the same *managing agent*;
 - (b) term life claims;
 - (c) a claim administered under the *Claims Payable Abroad Scheme*;
 - (d) where the *Franchise Board* otherwise gives a *managing agent* or any class or group of *managing agents* dispensation from the 2006 Claims Scheme whether in respect of a class or type of claim or otherwise;
 - (e) *exempt binding authority claims*;
 - (f) *exempt satellite risk claims*; or
 - (g) *2010 scheme claims*.
2. The *Franchise Board* requires every *managing agent* to comply with and implement the principles and arrangements set out in Part II of the Scheme for the *determination* of every claim made on an *insurance* underwritten by two or more *syndicates* incepting on or after the date shown in column E of schedule 5 of a risk to which one of the codes set out in column B of schedule 5 applies, other than –

- (a) where each of the *syndicates* are managed by the same *managing agent*;
 - (b) term life claims;
 - (c) a claim administered under the *Claims Payable Abroad Scheme*;
 - (d) where the *Franchise Board* otherwise gives a *managing agent* or any class or group of *managing agents* dispensation from the *2010 Claims Scheme* whether in respect of a class or type of claim or otherwise;
 - (e) *exempt satellite risk claims*; or
 - (f) claims made on *insurance* underwritten under *binding authorities* incepting prior to the date shown in column F of schedule 5 for the corresponding risk code.
4. In complying and implementing the principles and arrangements set out in the scheme, managing agents should have regard to any additional guidance that the *Franchise Board* may issue from time to time.

Commencement

5. This Scheme came into force as the Lloyd's 2006 Claims Scheme on 1 April 2006.

PART I

2006 Claims Scheme

The additional provisions set out in the footnotes to the *2006 Claims Scheme* apply only in respect of a *special category claim*.

Scope of the *2006 Claims Scheme*

1. The *Franchise Board* requires every *managing agent* to comply with and implement the principles and arrangements set out in this part of the Scheme for the *determination* of every claim made on an *insurance* underwritten by two or more *syndicates* on or after 1 April 2006 other than –
 - (a) where each of the *syndicates* are managed by the same *managing agent*;
 - (b) term life claims;
 - (c) a claim administered under the *Claims Payable Abroad Scheme*;
 - (d) where the *Franchise Board* otherwise gives a *managing agent* or any class or group of *managing agents* dispensation from the *2006 Claims Scheme* whether in respect of a class or type of claim or otherwise;
 - (e) *exempt binding authority claims*;
 - (f) *exempt satellite risk claims*; or
 - (g) *2010 scheme claims*.
2. Claims which must be determined in accordance with this part of the Scheme are referred to as *2006 scheme claims*.

Receipt of a claim

3. Upon receiving notification of a *2006 scheme claim*, a *leading Lloyd's underwriter* shall ensure that it has been properly identified as the *leading Lloyd's underwriter* in respect of the *insurance* to which the claim relates and, if so, it shall –
 - (a) acknowledge receipt of the claim to the insured or its agent;
 - (b) use its best endeavours to agree with other *Lloyd's underwriters* who shall be the sole *leading Lloyd's underwriter* for any other slips within the same layer of coverage where they are written on substantially the same terms through the same *Lloyd's broker*;

- (c) review the claim information presented by or on behalf of the insured (in whatever readable format) and if not included request (i) evidence of the *insurance* in question (ii) such preliminary claim information as appears reasonably necessary to commence *determination* of the claim; and
- (d) take reasonable steps to ensure that the relevant *scheme service provider*¹ is informed of the receipt of the claim and provided with the same information.

Claims handling

- 4. Every *managing agent* and every *scheme service provider* shall act in accordance with *Lloyd's Claims Management Principles*.
- 5. A 2006 *scheme claim* must be *determined* by –
 - (a) the *leading Lloyd's underwriter* on behalf of the *leading Lloyd's syndicate*²; and
 - (b) a *scheme service provider* on behalf of each *following Lloyd's syndicate*³

following appropriate consultation between them and before any payment is made to (or any binding agreement to pay is entered into with) the insured notwithstanding any agreement (in the slip or elsewhere) to the contrary.
- 6. Notwithstanding the provisions of paragraph 5 of the *2006 Claims Scheme* –
 - (a) in his or her *determination* of a 2006 *scheme claim*, the *leading Lloyd's underwriter*⁴ may at any time consult with one or more of the *following Lloyd's underwriters*;
 - (b) the *leading Lloyd's underwriter*⁵ may delegate the *determination* of a 2006 *scheme claim* to another person provided that the delegation is properly documented and notified to the relevant *scheme service provider* and any relevant *Lloyd's broker*.

Professional advisers and reports

- 7. A *professional adviser* will be appointed and instructed by the *leading Lloyd's underwriter* and the *scheme service provider* only. However where the

¹ and the *second Lloyd's underwriter*

² and by the *second Lloyd's underwriter* on behalf of the *second Lloyd's syndicate*

³ other than the *second Lloyd's syndicate*

⁴ and the *second Lloyd's underwriter*

⁵ and the *second Lloyd's underwriter*

professional adviser has not been selected in advance of a *2006 scheme claim* the *leading Lloyd's underwriter* shall not instruct a *professional adviser* on behalf of the *following Lloyd's syndicates* without the agreement of the *scheme service provider*, except

- (a) in the cases where the appointment of the *professional adviser* is essential to protect the position of the *syndicates*; and
 - (b) where the *leading Lloyd's underwriter* has been unable to contact the *scheme service provider* notwithstanding having used his or her best endeavours
8. When a *professional adviser* is appointed by a *leading Lloyd's underwriter* and the *scheme service provider* they shall ensure that the *professional adviser* is informed of –
- (a) the identity of the *managing agents* which manage each of the *Lloyd's syndicates* that have underwritten the *insurance* and the identity of the *scheme service provider*;
 - (b) evidence of the *insurance*; and
 - (c) references which identify the claim.
9. A *professional adviser* appointed in accordance with paragraph 8 of this *2006 Claims Scheme* shall be instructed, when sending *reports*, to send them at the same time to the *leading Lloyd's underwriter*⁶ and the *scheme service provider*. In respect of a claim that is subject to *dispute resolution proceedings*, the *professional adviser* shall be instructed to send a copy of all *reports* to any *following Lloyd's underwriter* that may so request at the same time as the *professional adviser* sends them to the *leading Lloyd's underwriter*⁷ and the *scheme service provider* and, in the case of pleadings and other documents served in the course of the *dispute resolution proceedings*, if at all possible, prior to service.
10. A *professional adviser's* fees shall be agreed by the *leading Lloyd's underwriter* and the *scheme service provider*.

Brokers may show

11. Without prejudice to paragraph 5 or any other provision of the *2006 Claims Scheme*, where a *Lloyd's broker* has been directed by the insured to show its claim to the *Lloyd's underwriters* which underwrote the *insurance*, the *Lloyd's broker* may show the claim to each *Lloyd's underwriter*.

⁶ and the *second Lloyd's underwriter*

⁷ and the *second Lloyd's underwriter*

Matters requiring referral to all following Lloyd's underwriters

12. The *scheme service provider* shall not agree on behalf of any *following Lloyd's underwriters* any ex gratia settlement, commutation or rescission of an *insurance*, other than in accordance with the terms of that *insurance*, without referring the matter to the *following Lloyd's underwriters* for agreement.

Notifications to following Lloyd's underwriters

13. The *scheme service provider* shall notify the *following Lloyd's underwriters* of the following matters or events as soon as practicable –
 - (a) a new *2006 scheme claim*;
 - (b) the recommended reserve or reserves for a *2006 scheme claim*;
 - (c) any revision to the recommended reserve or reserves;
 - (d) the intention to commence or the receipt of notice of any commencement of *dispute resolution proceedings* relating to a *2006 scheme claim* and the *scheme service provider* shall make available to the *following Lloyd's underwriters* all pleadings and other documents relating to the *dispute resolution proceedings*;
 - (e) the procedures that the *scheme service provider* has implemented to manage any conflicts of interest in the *determination* of the claim including where the *scheme service provider* acts for the *leading Lloyd's underwriter*⁸ and *following Lloyd's underwriters*; and
 - (f) where the *scheme service provider* has been notified that the *leading Lloyd's underwriter*⁹ has delegated the *determination* of a *2006 scheme claim* to another person under paragraph 6(b) of the *2006 Claims Scheme*, the identity of that person.

and a *following Lloyd's underwriter* may request the *scheme service provider* to provide such further information as it may reasonably require.

Disagreement

14. If the *leading Lloyd's underwriter*¹⁰ and the *scheme service provider* disagree on the *determination* of a claim they shall promptly seek to resolve that disagreement amongst themselves. If the disagreement cannot be resolved the *scheme service provider* (with the *leading Lloyd's underwriter*¹¹ where he or

⁸ and/or the *second Lloyd's underwriter*

⁹ or the *second Lloyd's underwriter*

¹⁰ or the *second Lloyd's underwriter*

¹¹ or the *second Lloyd's underwriter*

she so wishes) shall consult with the *following Lloyd's underwriters* in order to agree on a way in which to proceed.

15. If a *following Lloyd's underwriter* and the *scheme service provider* disagree on the *determination* of a claim they shall promptly seek to resolve that disagreement amongst themselves. If the disagreement cannot be resolved the *scheme service provider* shall consult with the *following Lloyd's underwriters* in order to agree on a way in which to proceed.

Processing of claims payments

16. Where a *2006 scheme claim* has been *determined* the *leading Lloyd's underwriter* and the *scheme service provider* shall ensure that all supporting information has been properly documented prior to payment of the claim being authorised.
17. Where a *2006 scheme claim* is to be paid directly to the insured the *leading Lloyd's underwriter and the scheme service provider* shall agree who shall notify the relevant *Lloyd's broker* prior to the claim being paid and that person shall make the notification.

Payment of claims to reinsureds

18. Where a *2006 scheme claim* has been *determined* and payment is to be made to a reinsured the *scheme service provider* shall process the payment provided that a *managing agent* may, by giving 10 working days written notice (containing the information set out in schedule 3 to the *2006 Claims Scheme*) to the *scheme service provider, Lloyd's* and any relevant *Lloyd's broker*, withdraw its authority to process payments to the reinsured (for periods of up to 6 months) if the *managing agent* wishes to properly exercise a right of set-off and –
 - (a) the reinsured has been declared bankrupt or insolvent; or
 - (b) the reinsured is an insurance company which no longer accepts new or renewal business and has withdrawn from the central settlement systems of the *IUA*; or
 - (c) the reinsured owes £375,000 or equivalent currency or more (or such other amount which may be prescribed by the *Franchise Board* from time to time) to the relevant *syndicate* and –
 - (i) such amount has been due and payable to that *syndicate* for a period of 6 months or more; and
 - (ii) the reinsured has not disputed that it owes the monies to the *syndicate*.

PART II

2010 Claims Scheme

Scope of the 2010 Claims Scheme

1. The *Franchise Board* requires every *managing agent* to comply with and implement the principles and arrangements set out in this Part II of the Scheme for the *determination* of every claim made on an *insurance* underwritten by two or more *syndicates* incepting on or after the date shown in Column E of schedule 5 of a risk to which one of the codes set out in column B of schedule 5 applies, other than –
 - (a) where each of the *syndicates* are managed by the same *managing agent*;
 - (b) term life claims;
 - (c) a claim administered under the *Claims Payable Abroad Scheme*; or
 - (d) where the *Franchise Board* otherwise gives a *managing agent* or any class or group of *managing agents* dispensation from the *2010 Claims Scheme* whether in respect of a class or type of claim or otherwise;
 - (e) *exempt satellite risk claims*; or
 - (f) claims made on *insurance* underwritten under *binding authorities* incepting prior to the date shown in column F of schedule 5 for the corresponding risk code.

Receipt of a 2010 scheme claim

2. Upon receiving notification of a *2010 scheme claim*, the *managing agent* of the *leading Lloyd's syndicate* will confirm that it has been properly identified as the *leading Lloyd's syndicate* in respect of the *insurance* to which the *2010 scheme claim* relates has been submitted and, if so, shall –
 - (a) acknowledge receipt of the *2010 scheme claim* to the insured or its agent;
 - (b) where there are other Lloyd's slips within the same layer which are written on substantially the same terms through the same *Lloyd's broker*, use its best endeavours to agree with the *managing agents* of the other Lloyd's *syndicates* which *syndicate*, if any, will coordinate and act as the *leading Lloyd's syndicate* for that layer and, in respect of any *complex claim* (as defined in sub-paragraph (d) below), which

syndicate, if any, will coordinate and act as the *second Lloyd's syndicate*; and

- (c) review any *2010 scheme claim* information presented with the notification and if not provided, request: (i) appropriate evidence of the *insurance* under which notification was submitted; and (ii) such preliminary *2010 scheme claim* information as appears reasonably necessary to take the next step and commence *determination* of the *2010 scheme claim*;
- (d) assess and decide based on the information currently in hand and solely for assignment purposes whether:
 - (i) the amount potentially claimed by the insured from the *leading Lloyd's syndicate* and the *following Lloyd's syndicates* is equal to or more than the amount shown in column D of schedule 5 corresponding to the applicable risk code shown in column B of schedule 5 or is currently subject to *dispute resolution proceedings* (a "*complex claim*"); or
 - (ii) the amount potentially claimed by the insured from the *leading Lloyd's syndicate* and the *following Lloyd's syndicates* is less than the amount shown in column D of schedule 5 corresponding to the applicable risk code shown in column B of schedule 5 and is not currently subject to *dispute resolution proceedings* (a "*standard claim*")

provided, however, that the managing agent of the *leading Lloyd's syndicate* may initially assign a *standard claim* as a *complex claim* if it reasonably considers that this assignment would be appropriate in all the circumstances having due regard to such guidance as Lloyd's may from time to time prescribe;

- (e) in respect of a *complex claim*, take appropriate steps to inform the *managing agent* of the *second Lloyd's syndicate* of the receipt of the *2010 scheme claim* and provide the claims information which it has received; and
- (f) take appropriate steps to inform the *managing agents* of the *following Lloyd's syndicates* of the receipt of the *2010 scheme claim*.

Reassignment of *2010 scheme claims*

- 3 The *managing agent* of the *leading Lloyd's syndicate* may reassign a *standard claim* as a *complex claim* at any time if he reasonably considers that it would be appropriate in all of the circumstances having regard to such guidance as Lloyd's may from time to time prescribe except that where, in the view of the *managing agent* of the *leading Lloyd's syndicate*, a *standard claim* is likely to become subject to *dispute resolution proceedings* then the claim must be reassigned as a *complex claim*.

4. The *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* may together reassign a *complex claim* as a *standard claim* at any time if they reasonably consider that it would be appropriate in all of the circumstances having regard to such guidance as Lloyd's may from time to time prescribe. Upon reassignment of the *2010 scheme claim* as a *standard claim* the *managing agent* of the *second Lloyd's syndicate's* obligation to *determine* the claim in accordance with paragraphs 6 and 7 below shall cease.

Claims determination – *standard claims*

5. A *standard claim* shall be *determined* by the *managing agent* of the *leading Lloyd's syndicate* on behalf of the *leading Lloyd's syndicate* and each of the *following Lloyd's syndicates*. Subject to paragraphs 27 to 32, in *determining* a *2010 scheme claim* on behalf of the members of the *following Lloyd's syndicates* (including where the *managing agent* has delegated the *determination* of a *2010 scheme claim* under paragraph 10 of this *2010 Claims Scheme*), the *managing agent* of the *leading Lloyd's syndicate*, shall exercise the reasonable care of a reasonably competent *managing agent*.

Claims determination – *complex claims*

6. A *complex claim* shall be *determined* by the *managing agent* of the *leading Lloyd's syndicate* in agreement with the *managing agent* of the *second Lloyd's syndicate*.
7. In the *determination* of a *complex claim*, (i) the *managing agent* of the *leading Lloyd's syndicate* shall act on behalf of the *leading Lloyd's syndicate* and the *following Lloyd's syndicates* (other than the *second Lloyd's syndicate*), and (ii) the *managing agent* of the *second Lloyd's syndicate* shall act on behalf of the *second Lloyd's syndicate* and the *following Lloyd's syndicates*. Subject to paragraphs 27 to 32, in *determining* a *2010 scheme claim* on behalf of the members of the *following Lloyd's syndicates* (including where the *managing agent* has delegated the *determination* of a *2010 scheme claim* under paragraph 10 of this *2010 Claims Scheme*), the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* shall exercise the reasonable care of a reasonably competent *managing agent*.

Claims determination – general

8. Every *managing agent* shall act in accordance with *Lloyd's Claims Management Principles*.

9. Where a *managing agent* is required to act on behalf of a *following Lloyd's syndicate* under the terms of the *2010 Claims Scheme* (whether as the *managing agent* of the *leading Lloyd's syndicate* or of the *second Lloyd's syndicate*), then it must act in the best interest of all *syndicates* on whose behalf it acts. If the *managing agent* concludes that it cannot do so, then it must notify the *managing agents* of the Lloyd's *syndicates* underwriting the *insurance* and the *managing agent* of the next *following Lloyd's syndicate* in slip order shall take its place for the purposes of this *2010 Claims Scheme* (and the assignment of *leading Lloyd's syndicate*, *second Lloyd's syndicate* and *following Lloyd's syndicate* shall be adjusted accordingly and as necessary).
10. The *managing agent* of the *leading Lloyd's syndicate* may delegate its *determination* of a *2010 scheme claim* to another person, provided that the delegation is properly documented and notified to the *managing agents* of the *following Lloyd's syndicates* and any relevant *Lloyd's broker*. In the case of a *complex claim*, the *managing agent* of the *second Lloyd's syndicate* may only delegate its *determination* of a *2010 scheme claim* to Xchanging Claims Services Limited or such other service provider(s) authorised by the *Franchise Board* from time to time for this purpose (except where it has delegated to another person the *determination* of claims where it acts as a *managing agent* of a *leading Lloyd's syndicate*, in which case the *managing agent* may delegate to that person) provided that the delegation is properly documented and notified to the *managing agents* of the *following Lloyd's syndicates* and any relevant *Lloyd's broker*.

Professional advisers and reports

11. In respect of a *standard claim*, where necessary a *professional adviser* may be appointed and instructed by the *managing agent* of the *leading Lloyd's syndicate*.
12. In respect of a *complex claim*, where necessary a *professional adviser* may be appointed by the *managing agent* of the *leading Lloyd's syndicate*. The *managing agent* of the *leading Lloyd's syndicate* will give reasonable prior notice of a proposed appointment to the *managing agent* of the *second Lloyd's syndicate* which may question or object to the proposed appointment, provided it has reasonable grounds for doing so. However, the *managing agent* of the *leading Lloyd's syndicate* may instruct a *professional adviser* on behalf of the *following Lloyd's syndicates* without giving prior notice to the *managing agent* of the *second Lloyd's syndicate* in the following circumstances –
 - (a) in the considered judgment of the *managing agent* of the *leading Lloyd's syndicate*, the appointment of the *professional adviser* is essential to protect the position of the *syndicates*; and

- (b) the *managing agent* of the *leading Lloyd's syndicate* has been unable to contact the *managing agent* of the *second Lloyd's syndicate* notwithstanding having used its best endeavours.
- 13. When a *professional adviser* is appointed in accordance with paragraphs 11 and 12 he or she shall be provided with –
 - (a) the identity of the *managing agents* which manage each of the Lloyd's *syndicates* that have underwritten the *insurance*;
 - (b) evidence of the *insurance*; and
 - (c) references which identify the *2010 scheme claim*.
- 14. A *professional adviser* appointed in connection with a *complex claim* shall be instructed, when sending *reports*, to send them at the same time to the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* and the *managing agent* of the *leading Lloyd's syndicate* shall make them available to the *following Lloyd's syndicates*. In respect of a claim that is subject to *dispute resolution proceedings*, the *professional adviser* shall be instructed to send a copy of all *reports* to any *following Lloyd's underwriter* that may so request at the same time as the *professional adviser* sends them to the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* and, in the case of pleadings and other documents served in the course of the *dispute resolution proceedings*, if at all possible, prior to service. The *professional adviser's* fees shall be agreed by the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate*.
- 15. A *professional adviser* appointed in connection with a *standard claim* shall be instructed to send all *reports* to the *managing agent* of the *leading Lloyd's syndicate*. The *professional adviser's* fees shall be agreed by the *managing agent* of the *leading Lloyd's syndicate*.

Brokers may show

- 16. Without prejudice to any other provision of the *2010 Claims Scheme*, where a *Lloyd's broker* has been directed by the insured to show its *2010 scheme claim* to the *managing agents* of the *Lloyd's syndicates* which underwrote the *insurance*, the *Lloyd's broker* may show the *2010 scheme claim* to each *Lloyd's syndicate*.

Matters requiring referral to all *managing agents* of following Lloyd's syndicates

- 17. The *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* shall not agree on behalf of any *following Lloyd's syndicates* any ex

gratia settlement, commutation or rescission of an *insurance*, other than in accordance with the terms of that *insurance*, without referring the matter to the *managing agents* of the *following Lloyd's syndicates* for agreement.

Provision of information to *following Lloyd's syndicates*

18. In respect of *standard claims* the *managing agent* of the *leading Lloyd's syndicate* shall notify the *following Lloyd's syndicates* of the following matters or events as soon as practicable –
- (a) any recommended reserve or reserves for a *2010 scheme claim*;
 - (b) any revision to the recommended reserve or reserves;
 - (c) the receipt of notice of any commencement of *dispute resolution proceedings* relating to a *2010 scheme claim*; and
 - (d) where the *leading Lloyd's underwriter* has delegated the *determination* of a *2010 scheme claim* to another person under paragraph 10 of the *2010 Claims Scheme*, the identity of that person.

A *managing agent* of a *following Lloyd's syndicate* may request the *managing agent* of the *leading Lloyd's syndicate* to provide such further information as the *managing agent* of the *following Lloyd's syndicate* may reasonably require.

19. In respect of *complex claims* the *managing agent* of the *leading Lloyd's syndicate* and the *managing agent* of the *second Lloyd's syndicate* shall notify the *managing agents* of the *following Lloyd's syndicates* of the following matters or events as soon as practicable –
- (a) any recommended reserve or reserves for a *2010 scheme claim*;
 - (b) any revision to the recommended reserve or reserves;
 - (c) the intention to commence, or the receipt of notice of any commencement of *dispute resolution proceedings* relating to a *2010 scheme claim* and the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* shall make available to the *managing agents* of the *following Lloyd's syndicates* all pleadings and other documents relating to the *dispute resolution proceedings*; and
 - (d) where either of the *managing agents* of the *leading Lloyd's syndicate* or the *second Lloyd's syndicate* has delegated the *determination* of a *2010 scheme claim* to another person under paragraph 10 of the *2010 Claims Scheme*, the identity of that person.

A *managing agent* of a *following Lloyd's syndicate* may request either of the *managing agents* of the *leading Lloyd's syndicate* and *second Lloyd's syndicate* to provide such further information as the *managing agent* of the *following Lloyd's syndicate* may reasonably require.

Resolution of disagreements between the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate*

20. In respect of *complex claims* if the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* disagree on the *determination* of a *2010 scheme claim* they will confer and use best endeavours to resolve that difference and proceed with agreed next steps. If any disagreement remains unresolved, the *managing agents* shall follow the procedures set out in paragraphs 21 and 22.
21. The *managing agent* of the *leading Lloyd's syndicate* shall convene a meeting (a "*market meeting*") to which all following *Lloyd's syndicates* shall be invited if:
 - (a) the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* are unable to resolve a difference under paragraph 20 or;
 - (b) the *managing agent(s)* of one or more *following Lloyd's syndicates* so requests at any time, provided that those *following Lloyd's syndicates* have underwritten in the aggregate at least 50% of the *insurance* (excluding any share of the *insurance* underwritten by a non-Lloyd's insurer).
22. The following procedures will apply to a *market meeting* –
 - (a) the *managing agent* of the *leading Lloyd's syndicate* sets a reasonable time and location for the *market meeting* and invites the *managing agents* of all *following Lloyd's syndicates*;
 - (b) the *managing agents* of the *leading Lloyd's syndicate* and the *second Lloyd's syndicate* shall confirm that the relevant information required for the meeting is available to those invited in good time in advance of the meeting;
 - (c) the meeting is chaired by a senior representative of the *managing agent* of the *leading Lloyd's syndicate* or someone nominated by him or her and that person facilitates a fair and open discussion of the matter; and
 - (d) the attendees use their best endeavours to reach a consensus and agree the next steps in the *determination* of the *2010 scheme claim*.

Processing of claims payments

23. Those involved in the *determination* of a *2010 scheme claim* shall ensure that all supporting information has been properly documented prior to payment of the *2010 scheme claim* being authorised.

24. Where, with the knowledge of the relevant *Lloyd's broker*, a *2010 scheme claim* is to be paid directly to the insured, the *managing agent* of the *leading Lloyd's syndicate* shall make reasonable efforts to advise the relevant *Lloyd's broker* prior to the *2010 scheme claim* being paid.

Legal Dispute Resolution Procedures

25. Before a *managing agent* of a *syndicate* that underwrote an *insurance* can bring a legal claim against the *managing agent* of another *syndicate* in relation to the *determination* of a *2010 scheme claim* it must attempt to resolve the dispute as follows:
- (a) The *managing agent* shall notify the other *following Lloyd's syndicates* which underwrote the *insurance* to which the *2010 scheme claim* relates that it is commencing the dispute resolution procedure prescribed in this paragraph 25.
 - (b) The dispute shall first be referred to senior representatives of the *managing agents* in dispute who shall meet in a good faith effort to resolve the dispute. If resolution is not achieved within 14 days from the date the dispute was referred to these individuals, the matter shall be escalated to a board member responsible for claims of each *managing agent* who shall attempt to resolve the matter.
 - (c) If any dispute referred to in sub-paragraph (a) above has not been resolved within 21 days from the date upon which the matter is referred to the board members, then the parties shall enter into an agreement to mediate in such form as may be prescribed by Lloyd's from time to time and shall promptly notify Lloyd's of this action.
 - (d) If the resulting mediation fails to resolve the dispute, then the dispute shall be settled by arbitration in accordance with arbitration rules as may be prescribed by Lloyd's from time to time, provided always that the decision to commence an arbitration must be taken by the board of the *managing agent* in question, the board having concluded that the other parties to the arbitration have, in their view, –
 - (i) failed to meet the appropriate claims handling standards prevailing in the Lloyd's market at the time in question; and
 - (ii) that failure has given rise to serious adverse consequences for the *managing agent* commencing the arbitration.
26. The Council of Lloyd's may give directions as necessary to ensure that *managing agents* comply with paragraph 25.

Limits of liability

27. *Managing agents* and all members are deemed to have agreed to and to be bound by the limits of liability set out in paragraphs 28 - 32 by their participation in the *2010 Claims Scheme*, regardless of any expression to the contrary.
28. The total liability, whether in contract, in tort (including but not limited to negligence), breach of fiduciary duty, breach of statutory duty or otherwise, of:
- (i) a *managing agent* of a *leading Lloyd's syndicate*; or
 - (ii) in respect of a *complex claim*, a *managing agent* of a *second Lloyd's syndicate*

to all members of *following Lloyd's syndicates* in aggregate on whose behalf the *managing agents* in (i) or (ii) have acted or are acting under the *2010 Claims Scheme* shall not exceed –

- (a) £2,000,000 in respect of any one *2010 scheme claim*; and
 - (b) £10,000,000 in respect of all *2010 scheme claims* made in any one calendar year.
29. If the aggregate liability of a *managing agent* to the members of *following Lloyd's syndicates* in respect of any one *2010 scheme claim* would, but for the limit of liability in paragraph 28(a), exceed that limit of liability, the members of the *following Lloyd's syndicates* shall be entitled to be paid only a share of the limit of liability calculated in proportion to each member's share of each *following Lloyd's syndicate's* share of the *insurance* to which the *2010 scheme claim* relates.
30. In the event that it appears to Lloyd's that a *managing agent's* liability to members of *following Lloyd's syndicates* in respect of *2010 scheme claims* made in any one calendar year may in the opinion of Lloyd's exceed the limit of liability set out in paragraph 28(b), the Council of Lloyd's shall prescribe requirements for the basis on which the limit of liability shall be shared between the members of relevant *following Lloyd's syndicates*.
31. A *managing agent* of a *leading Lloyd's syndicate* and a *managing agent* of a *second Lloyd's syndicate*, in acting on behalf of members of a *following Lloyd's syndicate* under this *2010 Claims Scheme*, shall not be liable for loss of profits, loss of business, loss of use or any indirect, special, or consequential damages alleged to have been suffered by a member of a *following Lloyd's syndicate*.

32. The limits of liability and procedures set out in paragraphs 28 - 31 shall not apply in respect of death or personal injury caused by the negligence of a *managing agent of a leading Lloyd's syndicate* or a *second Lloyd's syndicate* while acting on behalf of *following Lloyd's syndicates* under the *2010 Claims Scheme* or as otherwise prohibited by law.

Schedule 1

Definitions

In this scheme,

“*2006 Claims Scheme*” means the claims scheme set out at Part I of this Scheme;

“*2006 scheme claim*” means a claim that must be determined in accordance with Part I of this Scheme;

“*2010 Claims Scheme*” means the claims scheme set out at Part II of this Scheme;

“*2010 scheme claim*” means a claim that must be determined in accordance with Part II of this Scheme;

“*active underwriter*” shall have the meaning given to it in the Definitions Byelaw;

“*binding authority*” shall have the meaning given to it in the Definitions Byelaw;

“*Claims Payable Abroad Scheme*” means the scheme which enables Underwriter’s at Lloyd’s to use the services of Lloyd’s Agents to adjust and settle claims brought by local consignees under specific Lloyd’s marine cargo policies of insurance. This is also known as Settlement of Claims Abroad;

“*coverholder*” shall have the meaning given to it in the Definitions Byelaw;

“*determination/determine*” means all claims handling activities necessary in order to (i) accept or deny a *2006 scheme claim* or *2010 scheme claim*, in whole or in part; (ii) agree any amount payable and (iii) resolve finally any open matter by agreement or, if necessary, dispute resolution;

“*dispute resolution proceedings*” means any litigation, arbitration, regulatory hearing (other than before an ombudsman) or other contested proceeding relating to a *2006 scheme claim* or a *2010 scheme claim* commenced by or against the members of the *syndicates* who underwrote the *insurance*;

“*exempt binding authority claims*” has the meaning set out in schedule 2 of this Scheme;

“*exempt satellite risk claims*” means a claim on a contract of *insurance* coded with such risk codes as the *Franchise Board* may from time to time prescribe;

“*following Lloyd’s underwriters*” means the *Lloyd’s underwriters*, other than the *leading Lloyd’s underwriter*, who underwrite the *insurance* on behalf of a syndicate;

“*following Lloyd’s syndicates*” means *syndicates* that have underwritten the *insurance* other than the *leading Lloyd’s syndicate*;

“*Franchise Board*” means the board established by the Council of Lloyd’s with that name;

“*insurance*” shall also be deemed to include reinsurance save where the context otherwise provides;

“*IUA*” means the International Underwriting Association of London;

“*leading Lloyd’s underwriter*” means the first *Lloyd’s underwriter*, in slip order, to underwrite the *insurance* on behalf of a *syndicate* or such other *Lloyd’s underwriter* nominated on the slip as the *leading Lloyd’s underwriter*;

“*leading Lloyd’s syndicate*” means the first *syndicate*, in slip order, to underwrite the *insurance* or such other *Lloyd’s syndicate* nominated on the slip as the *leading Lloyd’s syndicate*;

“*Lloyd’s Claims Management Principles*” means the claims management principles and minimum standards prescribed from time to time by the *Franchise Board* under paragraph 12 of the Underwriting Byelaw;

“*LMA*” means the Lloyd’s Market Association;

“*Lloyd’s broker*” shall have the meaning given to it in the Definitions Byelaw and, for the purpose of this Scheme only, shall also include any broker through whom a managing agent accepts business under paragraph 27 of the Underwriting Byelaw;

“*Lloyd’s underwriter*” means the *active underwriter* of a *syndicate* or its staff;

“*managing agent*” shall have the meaning given to it in the Definitions Byelaw;

a “*professional adviser*” may include, but is not limited to, a lawyer, adjuster, surveyor, actuary or accountant;

“*reports*” include reports prepared by a *professional adviser*, pleadings received or to be served, and similar formal court and other documents;

“*scheme service provider*” means a service provider authorised by the *Franchise Board* to provide services under *2006 Claims Scheme*;

“*second Lloyd’s syndicate*” means the second *syndicate*, in slip order, to underwrite the insurance or such other *Lloyd’s syndicate* nominated on the slip, or in the relevant section of the slip, as the *second Lloyd’s syndicate*;

“*second Lloyd’s underwriter*” means the second *Lloyd’s underwriter*, in slip order, to underwrite the insurance on behalf of a *syndicate* or such other *Lloyd’s underwriter* nominated on the slip, or in the relevant section of the slip, as the *second Lloyd’s underwriter*;

“*special category claim*” means a *2006 scheme claim* made on –

- (a) legal liability insurance (other than the classes and categories set out in Schedule 4)
- (b) bankers blanket bond, forgery or fidelity insurance;
- (c) contract frustration insurance;
- (d) political risk insurance;
- (e) credit risk insurance

where

- (i) the slip provides that the *second Lloyd’s underwriter* may determine claims on behalf of the *second Lloyd’s syndicate*;
- (ii) the *second Lloyd’s underwriter* has not delegated the determination of the claim to a *scheme service provider*;

“*syndicate*” shall have the meaning given to it in the *Definitions Byelaw*;

“*Third Party Administrator*” shall have the meaning given to it in the *Intermediaries Byelaw*;

“*TPA*” means *Third Party Administrator*;

“*TPA Agreement*” means an agreement which specifies the nature and extent of the *Third Party Administrator’s* authority to settle claims arising out of any *insurances* underwritten under the relevant *binding authority*.

Schedule 2

Exempt binding authority claims

1. Subject to paragraphs 2 and 3 of this Schedule, an *exempt binding authority claim* is a claim made on an insurance which was underwritten by a *coverholder* in accordance with a *binding authority* where
 - (a) authority to *determine* claims has been delegated to the *coverholder* or *TPA* in accordance with the terms of the *binding authority* or *TPA Agreement*; or
 - (b) the *leading Lloyd's underwriter* agrees to *determine* the claim on his or her own behalf and on behalf of the *following Lloyd's underwriters* to whom the *leading Lloyd's underwriter* has accepted a duty of care and this agreement is set out in the slip.

2. Notwithstanding paragraph 1 of this Schedule, *exempt binding authority claims* shall not include claims which meet the following criteria-
 - (a) a liability claim that involves death, brain injury, spinal injury, loss of sight or hearing, loss of limb, or permanent disability or disfigurement and the *coverholder* or *TPA* has not been granted authority in respect of such a claim in the *binding authority* or *TPA Agreement*; and/or
 - (b) the *coverholder* or *TPA* in question proposes for any reason to deny coverage or reject payment of the amount claimed, in whole or in part and the *coverholder* or *TPA* has not been granted that authority in accordance with the terms of the *binding authority* or *TPA Agreement*;
 - (c) *dispute resolution proceedings* have been commenced and the *coverholder* or *TPA* has not been granted authority in respect of such *dispute resolution proceedings* in the *binding authority* or *TPA Agreement*; or
 - (d) the *leading Lloyd's underwriter* elects to refer the claim to the *scheme service provider* upon first advice or receipt of first report and will document the file accordingly.

3. If, upon receipt of the first report by the *leading Lloyd's underwriter* it is unclear whether the claim is an *exempt binding authority claim* the claim must be referred to the *scheme service provider* and will be *determined* in accordance with the *2006 Claims Scheme*.

Schedule 3

Notice of Withdrawal for Processing Claims Payments

The written notice to the *scheme service provider* in accordance with paragraph 18 of the *2006 Claims Scheme* 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 set-off exists against the reinsured
- A statement of net monies owed
- Confirmation that the monies owed have not been disputed *i.e.* that no formal written communication has been received by the Lloyd's 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 the *scheme service provider's* references) or are likely to be advised with signing numbers and dates. These are required so that the *scheme service provider* can administer the process effectively
- Any other document that the managing agent considers to be 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 the Opt-Out Manager of the *scheme service provider*, Lloyd's Performance Management Directorate and the relevant *Lloyd's broker*.

Schedule 4

Special Category Claims – Exemptions

2006 scheme claims made on the following categories and classes of legal liability insurance shall not be treated as *special category claims* under the *2006 Claims Scheme* –

- a. P&I, Ship repairers Liability, Charterers Liability, Cargo Liability (excluding claims involving US Assureds or subsidiaries or where a US lawsuit has been filed or the occurrence is in US territorial waters;
- b. Aviation Liability – risk codes L, AO and AP;
- c. Auctioneers Liability;
- d. Bailees Liability to goods including care, custody and control;
- e. Boiler & Machinery Liability (ex USA as above);
- f. Collision Liability (Running Down Clause);
- g. Forwarding Agents Liability;
- h. Furriers Liability;
- i. Garage Keepers Legal Liability;
- j. Guest Voluntary Settlement (Aviation);
- k. Logging Liability;
- l. Motor Truckers Liability to goods;
- m. Recours des Voisins;
- n. Reinsurance with a full Reinsurance Clause (where there is no claims control or claim co-operation provision);
- o. Risques Locatif;
- p. Road Hauliers Liability to goods/Convention Merchandise Route (CMR);
- q. Security Carriers Liability;
- r. Ship-owners Liability to Cargo (but not cargo's liability);
- s. Stevedores Liability;
- t. Warehouse Owners Liability to goods; and
- u. Wharfinger Liability.

Schedule 5

Risk Codes for policies incepting on or after 01/01/2010 in 2010 Claims Scheme

| A | B | C | D | E | F |
|-----------------|------------------|---|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Casualty Treaty | XF | NM LIABILITY EXCESS OF LOSS IN USA | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Casualty Treaty | XG | NM LIABILITY EXCESS OF LOSS EXCL USA | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Casualty Treaty | XM | MOTOR WHOLE ACCOUNT EXCESS OF LOSS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Casualty Treaty | XH | NM LIABILITY EXCESS OF LOSS FOR OCCURRENCE EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| Marine | B | VSSLS SHIPBLDG ACV LOH AND CONTAINERS TLO EXCL WRO | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | G | MARINE LEGAL LIAB ALL OTHER NO CARGO EXCL WRO | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | GC | MARINE LEGAL LIAB CLAIMS MADE NO CARGO EXCL WRO | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | GX | XOL MARINE LEGAL LIAB EXCL CARGO ALL OTHER EXCL WRO | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | O | YACHTS INCL WAR EXCL WRO | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | SR | AGG STOP LOSS AND XOL MARINE OUTWARD WHOLE ACCOUNT | £ 250,000 | 1 January 2010 | 1 July 2011 |

| A | B | C | D | E | F |
|--------------|------------------|---|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Marine | T | VESSELS EXCL SHIPBLDG ACV LOH AND CONTAINERS EXCL WRO | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | TS | SHIPBUILDING EXCL ENERGY CONSTRUCTION | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | TX | XOL VESSELS SHIPBLDG ACV LOH INCL WAR EXCL WRO - From 01/01/05 also includes business previously coded "OX" | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | W | VESSELS WAR AND OR CONFISCATION EXCL BREACH VOYAGES | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | WB | VESSELS HULL WAR BREACH VOYAGES ONLY | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Marine | CT | ARMOURED CARRIERS AND CASH IN TRANSIT | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | FA | FINE ART | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | GS | GENERAL SPECIE INCLUDING VAULT RISK | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | JB | JEWELLERS BLOCK JEWELLERY ETC INCL ROBBERY – From 01/01/05 also includes business previously coded "FR" | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | Q | CARGO WAR AND OR CONFISCATION RISKS ONLY | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | RX | XOL HULLS OF AIRCRAFT WAR AND OR CONFIS RISKS ONLY | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | V | CARGO ALL RISKS INCL WAR EXCL WRO | £ 250,000 | 1 July 2011 | 1 July 2011 |

| A | B | C | D | E | F |
|----------------|------------------|--|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Marine | VL | LEGAL LIAB CARGO AND PROP INCL CCC OF ASSURED EXCL WRO | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | VX | CARGO ALL RISKS EXCLUDING WAR ONLY RISKS | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | WL | WAR ON LAND – From 01/01/05 also includes business previously coded “QL” | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | WX | XOL VESSELS WAR AND OR CONFISCATION RISKS ONLY - From 01/01/05 also includes business previously coded “QX” | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | X2 | MARINE XOL ON XOL INCL WAR | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | XE | ENERGY ACCOUNT XOL INCL WAR - From 01/01/05 also includes business previously coded “X5” | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Marine | XT | MARINE WHOLE ACCOUNT XOL INCL WAR | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | 3T | OVERSEAS LEG TERRORISM MARINE | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | 6T | OVERSEAS LEG TERRORISM PROPERTY | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | AG | AGRICULTURAL CROP AND FORESTRY | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | BD | TERRORISM POOL RE | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | CA | ENGINEERING INCL MCHY AND BOILERS CAR AND ENG AR – Risk Code retired with effect from 01/01/2011: Use Risk Codes “CB” or “CC” as appropriate | £ 250,000 | 1 January 2010 | 1 July 2011 |

| A | B | C | D | E | F |
|----------------|------------------|---|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Property (D&F) | CB | ENGINEERING ANNUAL RENEWABLE INCL CAR EAR MB CPE B&M EEI AND TREATY LOD | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | CC | ENGINEERING SINGLE PROJECT NON RENEWABLE INCL CAR EAR AND TREATY RAD | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | DC | DIFFERENCE IN CONDITIONS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | HA | HAIL | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | HP | UK HOUSEHOLD BUSINESS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | LE | LEGAL EXPENSES | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | NL | NUCLEAR LIABILITY | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | NP | NUCLEAR PROPERTY DAMAGE | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | P2 | PHYS DAMAGE FOR PRIM LAYER PPTY IN USA EXCL BINDERS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | P3 | PHYS DAMAGE FOR PRIM LAYER PPTY EXCL USA EXCL BINDERS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | P4 | PHYS DAMAGE FOR FULL VALUE PPTY IN USA EXCL BINDERS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | P5 | PHYS DAMAGE FOR FULL VALUE PPTY EXCL USA EXCL BINDERS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | P6 | PHYS DAMAGE FOR XS LAYER PPTY IN USA EXCL BINDERS | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | P7 | PHYS DAMAGE FOR XS LAYER PPTY EXCL USA EXCL BINDERS | £ 250,000 | 1 January 2010 | 1 July 2011 |

| A | B | C | D | E | F |
|----------------|------------------|--|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Property (D&F) | PB | PRODUCT RECALL | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | PG | OPERATIONAL POWER GENERATION TRANSMISSION AND UTILITIES EXCL CONSTRUCTION | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | SB | SURETY BOND REINSURANCE - From 01/01/05 also includes business previously coded "FC" or "FS" | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | TC | COMMERCIAL RITC | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | TE | MALICIOUS DAMAGE AND SABOTAGE | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | TO | OVERSEAS STAND ALONE TERROR EXCL "1T" to "8T" & "1E" to "4E" | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | TU | UK STAND ALONE TERRORISM WHICH IS NON POOL RE | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | WA | EXTENDED WARRANTY - From 01/01/05 also includes business previously coded "WS" | £ 250,000 | 1 January 2010 | 1 July 2011 |
| Property (D&F) | 1E | OVERSEAS LEG TERRORISM ENERGY OFFSHORE PROPERTY | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | 2E | OVERSEAS LEG TERRORISM ENERGY OFFSHORE LIABILITY | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | 3E | OVERSEAS LEG TERRORISM ENERGY ONSHORE PROPERTY | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | 4E | OVERSEAS LEG TERRORISM ENERGY ONSHORE LIABILITY | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | 4T | OVERSEAS LEG TERRORISM MISC AND PECUNIARY LOSS | £ 250,000 | 1 July 2011 | 1 July 2011 |

| A | B | C | D | E | F |
|----------------|------------------|--|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Property (D&F) | 5T | OVERSEAS LEG TERRORISM MOTOR | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | 7T | OVERSEAS LEG TERRORISM THIRD PARTY LIABILITY | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | 8T | OVERSEAS LEG TERRORISM TRANSPORT | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | B2 | PHYS DAMAGE BINDER FOR PRIVATE PPTY IN USA | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | B3 | PHYS DAMAGE BINDER FOR COMMERCIAL PPTY IN USA | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | B4 | PHYS DAMAGE BINDER FOR PRIVATE PPTY EXCL USA | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | B5 | PHYS DAMAGE BINDER FOR COMMERCIAL PPTY EXCL USA | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | FM | MORTGAGE INDEMNITY - From 01/01/05 also includes business previously coded "BS" | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | N | LIVESTOCK | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | NB | BLOODSTOCK | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | NX | LIVESTOCK EXCESS OF LOSS | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | P | MISCELLANEOUS PECUNIARY LOSS - From 01/01/05 also includes business previously coded "PE" "PP" "PS" and "PW" | £ 250,000 | 1 July 2011 | 1 July 2011 |

| A | B | C | D | E | F |
|-----------------|------------------|--|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Property (D&F) | PC | CANCELLATION AND ABANDONMENT | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | PF | FILM INCLUDING FILM COMPLETION BONDS | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | PN | NON APPEARANCE | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | PU | MISCELLANEOUS CONTINGENCY - From 01/01/05 also includes business previously coded "PO" | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property (D&F) | PZ | PRIZE INDEMNITY INCLUDING HOLE IN ONE | £ 250,000 | 1 July 2011 | 1 July 2011 |
| Property Treaty | TR | ALL RISK PHYSICAL OR LOSS DAMAGE DIRECT PPNL RI | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Property Treaty | X3 | NM PROP OR PECUNIARY LOSS XOL ON XOL RETROCESSION | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Property Treaty | XA | NM PROPERTY OR PECUNIARY LOSS WHOLE ACCOUNT XOL IN USA | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Property Treaty | XC | PER RISK EXCESS OF LOSS PROP PECUNIARY LOSS REINS | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Property Treaty | XJ | NM PROPERTY OR PECUNIARY LOSS WHOLE ACCOUNT XOL IN JAPAN | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Property Treaty | XR | NM PROPERTY OR PECUNIARY LOSS WHOLE ACCOUNT XOL IN REST OF WORLD | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Property Treaty | XU | NM PROPERTY OR PECUNIARY LOSS WHOLE ACCOUNT XOL IN ALL OF EUROPE INCL UK | £ 500,000 | 1 July 2011 | 1 July 2011 |

| A | B | C | D | E | F |
|--------------|------------------|---|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| Energy | EA | ENERGY LIABILITY ONSHORE CLAIMS MADE | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EB | ENERGY LIABILITY ONSHORE ALL OTHER | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EC | ENERGY CONSTRUCTION OFFSHORE PROP AND SEARCH PROD VSSLS EXCL WRO | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EF | ENERGY ONSHORE PROPERTY | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EG | ENERGY LIABILITY OFFSHORE CLAIMS MADE | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EH | ENERGY LIABILITY OFFSHORE ALL OTHER | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EM | ENERGY SEARCH PROD VSSLS AND OFFSHORE PROP GOM WIND EXCL WRO EXCL CONSTRUCTION | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EN | ENERGY SEARCH PROD VSSLS AND OFFSHORE PROP EXCL GOM WIND EXCL WRO EXCL CONSTRUCTION | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EY | ENERGY OPERATORS XTRA EXPENSES AND CONTROL OF WELL GOM WIND | £ 500,000 | 1 July 2011 | 1 July 2011 |
| Energy | EZ | ENERGY OPERATORS XTRA EXPENSES AND CONTROL OF WELL EXCL GOM WIND | £ 500,000 | 1 July 2011 | 1 July 2011 |
| PI / FI | BB | FIDELITY COMPUTER CRIME AND BANKERS POLICIES | £ 250,000 | 1 January 2012 | 1 January 2012 |

| A | B | C | D | E | F |
|--------------|------------------|--|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| PI / FI | D2 | D AND O LIAB EXCL FINANCIAL INSTITUTIONS IN USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | D3 | D AND O LIAB EXCL FINANCIAL INSTITUTIONS EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | D4 | D AND O LIAB FOR FINANCIAL INSTITUTIONS INCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | D5 | D AND O LIAB FOR FINANCIAL INSTITUTIONS EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E2 | PROF INDTY E AND O FOR LEGAL PROFESSIONS INCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E3 | PROF INDTY E AND O FOR LEGAL PROFESSIONS EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E4 | PROF INDTY E AND O FOR ACCOUNTANTS INCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E5 | PROF INDTY E AND O FOR ACCOUNTANTS EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E6 | PROF INDTY E AND O ARCHITECTS ENGINEERS INCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E7 | PROF INDTY E AND O ARCHITECTS AND ENGINEERS EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E8 | MISC PROF IND E AND O INCL USA EXCL "E2" "E4" "E6" CODES | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | E9 | MISC PROF IND E AND O EXCL USA EXCL "E3" "E5" "E7" CODES | £ 250,000 | 1 January 2012 | 1 January 2012 |

| A | B | C | D | E | F |
|--------------|------------------|---|---|------------------------------|---|
| Class | Risk Code | Risk Code Description | Complex Claims Financial Threshold (Lloyd's Share) | Policy Inception Date | Binding Authority Inception Date |
| PI / FI | F2 | PROF INDTY E AND O FOR FIN INSTITUTIONS INCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | F3 | PROF INDTY E AND O FOR FIN INSTITUTIONS EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | FG | FINANCIAL GUARANTEE (authorised syndicates only) | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | GH | HOSPITALS/ INSTITUTIONAL HEALTHCARE INSURANCE RISKS IN USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | GM | MEDICAL MALPRACTICE EXCL USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | GN | NURSING HOMES/ LONG-TERM AND ALLIED HEALTHCARE/OTHER MEDICAL MALPRACTICE RISKS IN USA | £ 250,000 | 1 January 2012 | 1 January 2012 |
| PI / FI | GT | MEDICAL MALPRACTICE TREATY XOL IN USA | £ 250,000 | 1 January 2012 | 1 January 2012 |