

**LLOYD'S SALVAGE ARBITRATION BRANCH**

**SCOPIC COMMITTEE**

**CONSOLIDATED GUIDANCE NOTES**

**ON**

**THE ROLE OF**

**THE SPECIAL CASUALTY REPRESENTATIVE (SCR)**



## **Consolidated Guidance Notes on the Role of the Special Casualty Representative (SCR)**

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## **1 INTRODUCTION**

This Document sets out the role and responsibilities of the Special Casualty Representative (SCR). It is based on the guidance notes and digests that have been published since the creation of the role of SCR as part of the SCOPIC clause.

This document does not supersede or replace the SCOPIC Clause or any of its appendices with particular reference to SCOPIC Appendix B.

The custodian of this Document is the Secretary of the SCOPIC Committee. Any proposals for amendments or additions to this document should be passed to the custodian for action.

## **2 APPOINTMENT AND REAPPOINTMENT TO THE SCR PANEL**

Appointment to the SCR Panel will be for a maximum term of three years commencing on 1st January of the year after the application is approved. Individuals may be reappointed for any number of consecutive three-year terms at the discretion of the SCOPIC Committee.

Applications and reapplications for appointment to the SCR Panel shall be submitted to the SCOPIC Committee no later than 30th September in any given year in order for the application to be considered in time for successful applicants to join the panel on 1st January the following year.

Applications and reapplications for appointment to the SCR Panel must be made using the appropriate form<sup>1</sup> and must be supported by the following documents:

- i. References in the approved format
- ii. Evidence of current Professional Indemnity insurance with a minimum cover level of US\$250,000 (or other currency equivalent)
- iii. A copy of a current IMO Seaman's Medical Certificate, for example the United Kingdom UK ENG1 certificate or its equivalent, or an equivalent Offshore Medical Certificate

Further guidance on the application and reapplication process is contained in the respective form's Introductory Notes.

## **3 ELIGIBILITY TO REMAIN ON THE SCR PANEL**

Once appointed to the SCR Panel, it is a requirement for all SCRs to maintain valid Professional Indemnity Insurance and valid Seaman's/Offshore Medical Certification for the duration of their membership of the SCR Panel. Copies of replacement

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<sup>1</sup> Application to Join The Lloyd's Special Casualty Representative (SCR) Panel / Re-application to Join The Lloyd's Special Casualty Representative (SCR) Panel – See Appendices.

insurance/medical certificates shall be provided to Lloyd's Salvage Arbitration Branch (SAB) no later than 30 days after the expiry of outdated certificates.

At the beginning of each calendar year, SCRs must confirm to Lloyd's that they wish to continue as a Member of the SCR Panel, and that they consider themselves to be fully capable of carrying out the role of an SCR.

Specifically, SCRs must confirm in writing to the Lloyd's SAB by no later than 31st January each year that:

- They are not in the full-time employment of, or an exclusive consultant to, any company or organisation that could become a party to a Lloyd's Open Form Salvage Agreement or the insurers of such parties.
- They have insurance and medical certificates in place in line with paragraph (2.3)

Any temporary or permanent change in circumstances that affects an individual SCR's eligibility to remain on the SCR Panel should be reported to Lloyd's SAB without delay.

SCRs should be aware that any failure to comply with these requirements in a timely manner may result in their removal from the SCR Panel.

#### **4 REPORTING TO LLOYD'S SAB**

SCRs are to complete and return to Lloyd's SAB the Qualifications and Experience Form issued by Lloyd's. This will enable Lloyd's to provide assistance to parties seeking to select an SCR by publishing this data in a standardised format in the SCOPIC section of the Lloyd's SAB website.

#### **5 APPOINTMENT OF AN SCR**

When a salvage case with SCOPIC invoked requires the appointment of an SCR, the SCR must be appointed from the SCR Panel. The SCR is normally appointed by the P&I Club on behalf of the owners of the vessel.

If, within the last 24 months of the date of the casualty appointment, the SCR has been employed (either full-time, part-time or on a consultancy basis) by any of the contracting parties, then this should be declared immediately in order that the requisite independence of the SCR can be considered and verified.

The SCR should receive a Standard Letter of Appointment from the P&I Club. If there is no appointment letter, the salvor, or their Salvage Master, may provide the SCR with a copy of the Standard Letter of Appointment in order to ensure common understanding of the role. If no Standard Letter of Appointment is received by the

SCR they should, for completeness, produce their own copy and send it to their instructing party, usually the P&I Club.

A copy of the Standard Letter of Appointment pro forma is appended to these Guidance Notes. (Appendix 1).

An SCR is expected to be aboard the casualty vessel throughout the service unless there is a particular period of inactivity, or the operational circumstances make that impossible and the parties agree, or those instructing the SCR agree, that their involvement may be reduced to a “visiting” status. The objective is for the SCR to be fully conversant with the operation and conditions; to be available to consult with the Salvage Master and to be able to comment and assist as necessary. It is expected that the SCR will be aboard during any major salvage activity or event such as a refloating. The absence of the SCR should not in any way delay or restrict salvage operations.

It is recognised that in some circumstances a replacement SCR may become necessary (see SCOPIC Appendix B clause 6). Any replacement must be from the SCR Panel. An SCR has no power or authority to delegate their job and if the SCR wishes to be relieved they must advise all parties and it will be the owners of the vessel, or their P&I Club’s, responsibility to appoint a replacement.

The SCR shall exercise reasonable care to avoid injury to themselves or damage to their property while on site. Neither Lloyd’s, the SCOPIC Committee or those interested in the ship, its cargo, bunkers or stores or their insurers nor the salvor can accept any liability in respect of such injury, damage or loss however caused (with or without the negligence or gross negligence of any party). If any liability does arise or if the SCR suffers any injury, damage or loss the SCR should bear in mind that it is their responsibility. The SCR is on site at their own risk.

## **6 THE SCR’S ROLE**

Whilst appointed by or on behalf of the owners of the vessel, the SCR at all times represents all salvaged interests. The SCR must remain independent and must act in the overall interest of the salvage operation. The success of the SCOPIC/SCR system is based, in large part, on the SCRs representing an independent, unbiased viewpoint uninfluenced by whoever may have appointed them.

The following extracts from Appendix B to the SCOPIC Clause make clear the requirement:

2. *The primary duty of the SCR shall be the same as the Contractor, namely to use [their] best endeavours to assist in the salvage of the vessel and the property thereon and in so doing to prevent and minimise damage to the environment.*
3. *The Salvage Master shall at all times remain in overall charge of the operation, make all final decisions as to what [they] think is best and remain responsible for the operation.*

4. *The SCR shall be entitled to be kept informed by or on behalf of the Salvage Master or (if none) the principal contractor's representative on site. The Salvage Master shall consult with the SCR during the operation if circumstances allow and the SCR, once on site, shall be entitled to offer the Salvage Master advice.*

The SCR has a duty to report, observe and consult with the Salvage Master and to endorse and circulate the Salvage Master's Daily Salvage Reports to interested parties (see SCOPIC, Appendix B, paragraph 5(c)(i) and (ii)). If the SCR is in disagreement they may issue a Dissenting Report (see Section 13 of these notes). Likewise, the SCR should also endorse and circulate the Final Salvage Report to interested parties (see Section 11 of these Notes and SCOPIC, Appendix B, paragraphs 5(e)).

The SCR must not try to direct the salvage operation and has no power to direct the Salvage Master to employ more or less resources in the salvage operation and these decisions must remain at the Salvage Master's discretion.

The SCR similarly cannot bind the owners of ship or cargo to any particular course of action. The SCR can at any time directly contact any of the interested parties provided all other salvaged interests are copied into the correspondence or discussion.

The SCR must not be requested by any party, nor volunteer themselves, to provide expert opinion either during the operation or subsequently which would undermine the independence of the role.

SCRs will be fairly remunerated for their work. The rate will be set by the SCOPIC Committee in accordance with its obligations under clause 1(e) of SCOPIC Appendix B or SCRs will negotiate their rate of remuneration directly with the party appointing them on a case by case basis.

Unless alternative arrangements have been agreed or in the absence of unusual circumstances a SCR may look to the instructing owners P&I Club for full payment of SCR remuneration in the first instance.

## **7 SPECIAL REPRESENTATIVES AND THE SCR**

Any Special Representatives have the right to be informed of all material facts concerning the salvage operation as the circumstances reasonably allow (SCOPIC, Appendix C, paragraph 2). A Special Representative is on board solely to investigate, monitor, ascertain and report on issues relevant to the salvage operation and the assessment of the salvage award to be made under Article 13 of the Salvage Convention 1989 or SCOPIC remuneration.

The SCR shall co-operate with the Special Representatives and together with the owners of the vessel and the salvor, shall allow the Special Representatives to have "full access to the vessel to observe the salvage operation and to inspect such of the

ship's documents as are relevant to the salvage operation". (SCOPIC, Appendix C, paragraph 1).

The SCR must provide any Special Representative with the Salvage Master's Daily Salvage Reports and any of their own Dissenting Reports as soon as possible after they receive or issue them or when the Special Representative is appointed, whichever is the later (SCOPIC, Appendix C, paragraph 3).

The Special Representative should communicate with the Salvage Master through the SCR. This does not prevent the Salvage Master engaging directly with the Special Representatives should they wish to do so.

It is not the SCR's function to monitor the conduct of the Special Representative. If the SCR has any concerns about the Special Representative's conduct, they may notify all parties and it is for the owners of the vessel to decide what action should be taken.

## **8 THE SCR'S DEMOBILISATION**

The timing of the SCR's demobilisation from site should be assessed on a case-by-case basis. In circumstances where, following termination of the salvage services, the demobilisation of the salvor's equipment is an extensive operation, there may be merit in the SCR remaining on site until that equipment demobilisation is substantially completed.

## **9 THE USE OF THE TERMS "SCOPIC RATES" AND "SCR" IN NON LOF-SCOPIC MATTERS**

In order to avoid confusion and misunderstandings, SCRs should not use SCOPIC terms in non-LOF cases. In particular, they should only describe themselves as an "SCR" when acting in that specific capacity otherwise they should describe themselves as "a member of the Lloyd's SCR Panel".

## **10 THE SCOPE OF SCOPIC EXPENSES**

Appendix A to SCOPIC sets out categories of items and personnel that are accepted as legitimate SCOPIC expenses. The Appendix A list is not exhaustive and it will be acceptable for the salvor and their Salvage Master and the SCR to agree the eligibility and rate for other items that are required but not listed in Appendix A.

The following categories of expenditure are not considered to be eligible SCOPIC expenses, unless agreed in advance between the SCR and Salvage Master in special circumstances, and should therefore be excluded from SCOPIC cost sheets:

- Media advisors

- Salvor's legal expenses
- Salvor's insurance expenses except Charterers' Liability Insurance Premiums, which shall be allowed for hired-in vessels when reasonably incurred specifically on a case-by-case basis and when they are not part of the salvor's normal operating overheads
- Salvor's warehouse expenses (personnel, equipment, equipment repairs)
- Salvor's equipment and repair expenses after demobilisation from site

The 25% fixed bonus allowed for under SCOPIC should be applied when calculating the cost of portable salvage equipment that is lost or destroyed during the course of salvage services. Therefore, the maximum recovery for such an item is:

$$\text{The replacement Cost} \times 2.5 \times 1.25$$

Portable salvage equipment reasonably mobilised but not in use will attract the Stand-By rate of 50% full tariff rate plus bonus, whether hired-in or not, (SCOPIC Appendix A(f)). Hired-in equipment not in use should be de-mobilised and redelivered to its supplier whereupon no stand-by rate should apply. In the event such equipment is subject to a minimum hire period and that minimum hire period and other contract terms are reasonable, the salvor shall be entitled to remuneration for the balance minimum hire period without reduction, plus bonus. Thereafter the hired-in equipment will be subject to the 50% stand-by rate plus bonus until demobilised.

The costs of storing salvaged cargo are likely to be an eligible SCOPIC expense but this will depend on the circumstances of the case and thus should be considered on a case-by-case basis.

It is the SCR's duty to obtain sufficient information from the Salvage Master, the Master of the vessel and others to enable the calculation SCOPIC remuneration from the commencement of the salvage services, not just from the date on which SCOPIC was invoked. This facilitates the assessment of any applicable discount to be made from the Salvage Convention 1989 Article 13 Salvage Award pursuant to Clause 7 of the SCOPIC clause. The salvor and the vessel's Master and owners must co-operate with the SCR in this exercise and, in particular, should provide the SCR with copies of all Daily Salvage Reports from the commencement of the services, copies of the Deck Logs of the tugs and other craft involved in the operation as well as the casualty itself and any other documents which the SCR may reasonably require for this purpose.

## **11 THE SCR'S FINAL SALVAGE REPORT**

SCOPIC, Appendix B, paragraph 5(e), requires that as soon as is reasonably possible after the salvage services terminate (and no later than one month after termination) the SCR shall issue a report known as the SCR's Final Salvage Report. This Report must set out:

- The facts and circumstances of the casualty and the salvage operation insofar as they are known to the SCR.
- The tugs, personnel and equipment used by the salvor in providing the services.
- A calculation of the SCOPIC remuneration to which the salvor may be entitled.

The content of the SCR's Final Report must be limited to the facts and circumstances of the casualty and operation. It must not introduce personal opinion or speculation about, for example, the causes of the incident.

Where the liability to pay a Salvage Convention 1989 Article 13 Salvage Award might arise, the Final Salvage Report should also include the SCR's calculation of the SCOPIC remuneration from the commencement of the services. A liability to pay an Article 13 award might arise whenever value remains in the salvaged property on the termination of the salvage services.

If the parties cannot agree the calculation of SCOPIC remuneration in any particular case, the SCR should issue the Final Report omitting the disputed item or items and with a note pointing out the unresolved items. One or both parties may apply to the Arbitrator for a decision on such a point.

A proforma SCR's Final Salvage Report is at Appendix 4.

If information from the Salvor, their sub-contractors or others is delaying production of the SCR's Final Salvage Report the SCR should produce an Interim Salvage Report while awaiting this information stating:

- Such information in the SCOPIC Clause Appendix B paragraph 5(e) as available
- That it is only an interim report
- What information is awaited and approximately how much it represents in financial terms.

The Final or Interim Salvage Report must be sent to Lloyd's, the owners of the vessel, property insurers, liability insurers and the salvor.

## **12 ADDITIONAL SCR'S REPORTING MATTERS**

If any party to the Lloyd's Open Form asks an SCR to amplify their Daily, Interim or Final Reports, or to attend a meeting, or to give a further statement relating to the salvage operations, the SCR should do their best to assist but in so doing they must ensure that:

- Any additional written reports or statements are given to all parties to the LOF.
- That in the event of a personal meeting with one of the salvaged interests relating to the evidence, they must ensure that all parties to the LOF are given the opportunity to have a similar personal meeting.
- That any further evidence is limited to facts relating to the operation or the circumstances and as reported at the time of the services without hindsight.
- That before undertaking any additional reporting, discussions or meetings, agreement is reached between the parties as to the payment of the SCR's resulting fees and expenses for that additional reporting.

## **13 DISSENTING REPORTS**

The Salvage Master should be encouraged to submit their Daily Salvage Report in the form of Appendix 2 and the SCR should complete and append a Costs Schedule in the form of Appendix 3 to each Daily Salvage Report.

The salvor's Daily Salvage Report must be endorsed by the SCR each day. If the SCR disapproves of the way the salvage operation is being conducted or of the amount of personnel or equipment being used they should inform the Salvage Master in writing as soon as possible. If the SCR is not satisfied with the Salvage Master's Daily Salvage Report the SCR must publish a dissenting report (see SCOPIC, Appendix B, Paragraph 5(c)(iii)).

Any Dissenting Report must be in writing and must deal only with issues of fact. It must be issued to the Salvage Master and the other parties mentioned in SCOPIC, Appendix B, paragraph 5(c)(iii) by the quickest method reasonably available. This facilitates rapid, on site, resolution of disagreements and avoids the potential for the additional cost that can occur if issues are taken up later on.

It is essential that any SCR's disagreement with the Salvage Master or the Daily Salvage Report is properly recorded and communicated at the time. Raising a disagreement for the first time within the SCR Final Report is inappropriate and to be avoided. A failure to contemporaneously record disagreements will make it more difficult to raise points of disagreement later if there is any dispute.

If the SCR arrives on site after the operation has started and therefore was not present during the mobilisation period, the SCR must make a full enquiry as to what has occurred before they arrived. If they are in disagreement with any part of it, they must make a dissenting report as quickly as is reasonably possible. Such a dissenting report must not be left until after the services have been completed.

Similarly, any dissenting report relating to the demobilisation of personnel and equipment must be made as soon as the SCR is aware of the facts.

## **14 COMPLAINTS PROCEDURE**

This Procedure applies only to Complaints raised by a salvor in respect of an SCR, or by an SCR concerning a salvor.

Any complaint should be made in writing and transmitted by email, fax or letter to the Secretary of the SCOPIC Committee. A copy must also be sent to the current SCR's Representative. The Secretary of the SCOPIC Committee will send a copy of the complaint to the subject of the complaint inviting a response. Any response will be sent to the complainant who will be given the opportunity to respond to any new points raised. If there is a further response this will also be sent to the subject of the complaint and thereafter the documents will be placed before the Committee who will decide what action, if any, should be taken.

The Committee will have complete discretion as to what it should do. It may make a decision on the information before it, or it may decide to call the parties before one or all of the Committee in order to amplify or clarify the complaint or answer it. The Committee may request further information or documentation.

If either party is requested to attend before the Committee, or any one appointed by the Committee, both parties will be given an opportunity to attend, or failing attendance, to be interviewed by video link. If further amplification or clarification is needed from either party, both parties will be kept advised of both the request and the response and be given an opportunity to respond to any additional new point.

The Committee's decision will be final unless it decides an SCR should be either suspended or removed from the SCR Panel in which event the SCR, should they so wish, will be entitled to attend before the Committee, or such other body as the Committee may delegate, to make verbal representations, or to make such representations via video link. The decision of the Committee after such representations shall be final

**APPENDIX 1 - Pro Forma Letter of Appointment of SCR**



<http://www.lloyds.com/the-market/tools-and-resources/lloyds-agency-department/salvage-arbitration-branch/scopic>

You are to ensure that you are fully familiar with the contents of the above documents and you are further to ensure that you comply with the requirements and guidance included in the documents. If you are in any doubt as to any aspect of your duties or are unable to comply with the requirements and guidance for whatever reason then you are to advise us immediately.

For the avoidance of doubt we wish to emphasise that, although appointed by the owners you are representing all salvaged interests and your primary duty is the same as the salvor's duty, namely to use your best endeavours to assist in the salvage of the vessel and the property thereon and in so doing to prevent and/or minimise damage to the environment.

The success of the SCOPIC system depends on the impartiality that SCRs are able to bring to the casualty response working with the salvor and other interests in the common cause. In this respect you should not provide any information to any one party that is not also made available to all parties and your brief is strictly limited to salvage issues alone.

The Salvage Master remains in overall charge of the operation, makes all final decisions as to what they think is best and remains responsible for the operation. You have no authority either to take on responsibility for the salvage services or to countermand the Salvage Master's decisions, nor to bind the owners to any agreement without their specific authority. You should under no circumstances seek to negotiate the agreed rates under the Tariff.

You are asked to work closely with the Salvage Master and you are entitled to expect the Salvage Master to communicate candidly with you to ensure that you are properly informed about the operation. You are further entitled to offer advice to the Salvage Master on the basis of your own expertise and your perception of the casualty response required.

Thank you very much for taking on this appointment. Whilst your fees will ultimately be borne by the liability and the property underwriters we confirm that the owners will be responsible for your fees on behalf of all salvaged interests in the first instance.

Yours sincerely,

Declaration ..... by ..... SCR:  
.....(Signature & Date)



**APPENDIX 2 - Salvage Master's Daily Salvage Report**

**SALVAGE MASTER’S DAILY SALVAGE REPORT FOR ...../DAY .....**

- 1. ***Status of Casualty and Salvage plan.***
- 2. ***Weather at location.***
- 3. ***Developments since last report.***
- 4. ***Action planned for next 24 hours.***
- 5. ***Resources engaged.***

<b><i>Craft</i></b>	<b><i>Company</i></b>	<b><i>On hire</i></b>	<b><i>Off hire</i></b>
-----	-----	-----	
-----			
-----	-----	-----	
-----			

<b><i>Equipment</i></b>	<b><i>Company</i></b>	<b><i>On hire</i></b>	<b><i>Off hire</i></b>
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-----	-----	-----	
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<b><i>Personnel</i></b>	<b><i>Company</i></b>	<b><i>On hire</i></b>	<b><i>Off hire</i></b>
-----	-----	-----	
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-----	-----	-----	
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- 6. ***Craft/equipment/personnel mobilising/demobilising/on order.***
- 7. ***Equipment consumed/lost/damaged/personnel injury reports.***
- 8. ***Areas of concern.***

**Signed** .....  
**[Salvage Master]**

- 9. ***SCR’s comments.***

**Signed** .....

**APPENDIX 3 – Daily Costs Schedule**

**DAILY COST SCHEDULE** (to be completed by the SCR)

**Date :** \_\_\_\_\_ **Total Days :** \_\_\_\_\_

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	Resource Engaged	Quantity	Work Done	Day On	Day Off	Total Days	SCOPIC Rate p.d.	Cost Rate p.d. SCOPIC sub-clause 5(iv)(a)	Running Sub Total	25% SCOPIC Uplift	10% Cost Uplift SCOPIC sub-clause 5(iv)(a)	Running SCOPIC Remuneration Total - SCR	Running SCOPIC Remuneration Total - Contractors	SCR Comments
<b>CARRIED FORWARD</b>														
<b>Salvor's Craft</b>														
<b>Third Party Craft</b>														
<b>Salvor's Personnel</b>														
<b>Third Party Personnel</b>														
<b>Salvor's Equipment</b>														
<b>Third Party Equipment</b>														
<b>TOTAL</b>														

Explanatory Note

**APPENDIX 4 - Pro Forma SCR Final Salvage Report**

**Either**

***[[PART 1 - The Facts and Circumstances of the Casualty and Salvage Operation***

***1. Description of salvaged vessel and its condition at the termination of the Salvage Services***

***2. Description of salvaged cargo and its condition at the termination of the Salvage Services***

***3. Description of the salvaged bunkers, stores and –lubs and their condition at the termination of the Salvage Services***

***4. Was any life salvage involved in the services? If so, please give particulars***

***5. Describe the skill and efforts of the Salvor in preventing or minimising damage to the environment***

***6. To what extent did the Salvor succeed in salvaging the property and preventing/minimising damage to the environment***

***7. Summarise the dangers faced by the salvaged property at the outset of the salvage services***

***8. Describe the skill and efforts of the Salvor in salvaging the vessel, other property and life***

**9. (a) How long did the services take?**

**(b) What expenses did the Salvor incur in rendering the services?**

**(c) What losses did the Salvor suffer in rendering the services.**

**10. What risks of liability and other risks (including risks to equipment) did the Salvor run in rendering the Salvage Services?**

**11. How promptly were the services rendered?**

**12. How easily available were the vessels and other equipment intended for use in the salvage operations and to what extent were they contracted in?**

**13. Summarise the state of readiness and efficiency of the Salvor's craft and equipment and give an estimate of its value (with the source of your estimate)?]**

**or**

**[1. Description of the vessel.**  
[ownership/age/type/size/specifications]

**2. Description of cargo on board at the time of the casualty.**  
[type/quantity/location on board].

3. ***Initial status of the casualty.***  
[See note 6(b) of the SCR guidelines].
4. ***Details of salvage operation.***  
[This should comprise a summary of the information contained in the Salvage Master's Daily Salvage Reports and should include a description of the operation, details of the personnel and equipment used, the period of the services and details of any life salvage carried out].
5. ***Details of any disputes between the Salvage Master and the SCR over the nature of the salvage services.***  
[This should comprise a summary of any such information contained in the SCR's dissenting reports].
6. ***Weather conditions throughout the salvage operation.***  
[This should comprise a summary of the information contained in the Salvage Master's Daily Salvage Reports].
7. ***Description of vessel at termination of services.***  
[This should comprise a factual description of the vessel's condition and position].
8. ***Brief description of cargo at termination of services.***  
[type/quantity/location].
9. ***Brief description of bunkers/lubes/stores at termination of services.***  
[type/quantity/location].]

**PART 2 – Tugs, Personnel and Equipment and Provisional SCOPIC remuneration calculation**

	<i>Resource Engaged</i>	<i>Quantity</i>	<i>Work Done</i>	<i>Day On</i>	<i>Day Off</i>	<i>Total Days</i>	<i>SCOPIC Rate p.d.</i>	<i>Cost Rate p.d.</i>	<i>Sub Total</i>	<i>25% SCOPIC Uplift</i>	<i>10% Cost Uplift</i>	<i>SCR's Total</i>	<i>Contractor's Total</i>	<i>SCR Comments</i>
<b>CARRIED FORWARD</b>														
<b>Salvor's Craft</b>														
<b>Third Party Craft</b>														
<b>Salvor's Personnel</b>														
<b>Third Party Personnel</b>														
<b>Salvor's Equipment</b>														
<b>Third Party Equipment</b>														
<b>TOTAL</b>														

**PART 3 – Attachments**

- (a) Appendix 1 – Salvage Master’s Daily Salvage Reports**
- (b) Appendix 2 – SCR’s Dissenting Reports (if any)**
- (c) Appendix 3 – Daily Costs Schedules**

**Signed**

**SCR** .....

**Dated** .....

**APPENDIX 5 - Form: Application to Join The Lloyd's Special Casualty Representative (SCR) Panel**

**INTRODUCTORY NOTES**

1. Prior to completing this application form you are advised to review all the information relating to SCOPIC provided by Lloyd's at:  
[www.lloyds.com/The-Market/Tools-and-Resources/Lloyds-Agency-Department/Salvage-Arbitration-Branch/SCOPIC](http://www.lloyds.com/The-Market/Tools-and-Resources/Lloyds-Agency-Department/Salvage-Arbitration-Branch/SCOPIC)
2. In particular, please ensure that you read and understand the "Consolidated Guidance Notes on the Role of the Special Casualty Representatives".
3. Please note the following statements from the SCOPIC Committee:
  - a. *"The role of a Special Casualty Representative, (SCR), requires a wide knowledge and understanding of the business and practicalities of marine salvage. Any person seeking appointment as an SCR must therefore have experience of marine salvage operations. The position of the SCR in any Lloyd's Form service involves acting in the best interests of the casualty. The SCR should therefore be independent and not beholden to any of the contracting parties. The position requires such person to be trusted and to act with tact and integrity. No SCR should abuse their appointment to the Panel of SCR's by accepting employment which conflicts with their role as a potential SCR."*
  - b. *"An SCR should not be in the full time employment of a Salvage Company, P&I Club, or Property Insurer, nor should an SCR act as an exclusive consultant for a Salvage Company, P&I Club or Property Insurer."*
4. Please also note that an SCR is required to be:
  - a. Physically fit to perform the role of an SCR, which may involve strenuous activity in harsh environments, and
  - b. Able to travel on a world-wide basis and remain on site for extended durations
5. Members of the SCR Panel are required to maintain valid Professional Indemnity Insurance and valid Seaman's/Offshore Medical Certification throughout the duration of their Panel Membership.
  - iv. Professional Indemnity insurance shall have a minimum cover level of US\$250,000 (or other currency equivalent).
  - v. Medical Certification shall be in the form of a current IMO Seaman's Medical Certificate (UK ENG1) or equivalent Offshore Medical Certificate
6. Members of the SCR Panel are required to have valid medical/medical evacuation insurance in place when undertaking SCR appointments
7. Membership of the SCR Panel is for a maximum term of three (3) years commencing on 1<sup>st</sup> January of the year after the application is approved. Individuals may be reappointed for any number of consecutive three-year terms at the SCOPIC Committee's discretion.

8. Applications to become an SCR require the support of at least one member-organisation of:
  - The International Group of P&I Clubs, or
  - The International Salvage Union, or
  - The International Union of Marine Insurers, or
  - The International Chamber of Shipping
9. Please attach references from members of the organisations listed at 8. above on the "Pro Forma Reference" form, a copy of which is appended below.
10. Please provide complete and comprehensive responses to the requests for information about your casualty experience, as this will assist the SCOPIC Committee with their review of your application.
11. Please attach a recent full-length photograph of yourself to the application.
12. Please attach your up-to-date CV to your application.
13. Please complete the application in MS Word or equivalent – the boxes will expand to fit the data you enter.
14. Once completed the form and attachments should be returned to the Secretary of the SCOPIC Committee [Kevin.Clarke@loyds.com](mailto:Kevin.Clarke@loyds.com). Applications must arrive no later than 30<sup>th</sup> September in any given year in order for the application to be for considered for the following year's panel.

Full Name	
Nationality	
Date of Birth	
Address	
Telephone Numbers	
e-mail Address	
www Address	
Employment status/position	
<b>SCR-RELATED CASUALTY EXPERIENCE</b>	
Please give details of the five most recent casualties with which you were <u>personally</u> involved and which you consider demonstrate that you possess the knowledge and experience required of an SCR.	
<b>Casualty #1</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
<b>Casualty #2</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
<b>Casualty #3</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
<b>Casualty #4</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	

Appointed on behalf of	
Role performed	
Remarks	
<b>Casualty #5</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
<b>ATTACHMENTS:</b>	
<b>CV</b>	
<b>REFERENCE(S)</b>	
<b>PHOTOGRAPH</b>	
<b>COPY OF PI INSURANCE CERTIFICATE</b>	
<b>COPY OF MEDICAL CERTIFICATE</b>	

I hereby confirm that I have read the Introductory Notes to this application and currently comply with the requirements of Notes 3, 4, 5 & 6. I further confirm that I will advise Lloyd’s immediately if my circumstances change such that I can no longer comply with any of the listed requirements.

Signed:

Dated: Name of Applicant	
Name of Referee	
Name of Referee's Organisation	
Position held by Referee within Organisation	
<b>Details of Casualty(ies) on which Applicant and Referee worked together</b>	
Name of Casualty	
Date of Casualty	
Nature of Casualty	
Applicant's Role in Management of Casualty	
Referee's Comments on Applicant's Performance	
Name of Casualty	
Date of Casualty	
Nature of Casualty	
Applicant's Role in Management of Casualty	
Referee's Comments on Applicant's Performance	
<b>Referee's Statement on Applicant's suitability to undertake the role of SCR</b>	
<b>Signed</b>	<b>Dated</b>

**Notes:**

1. The boxes in the above form expand to fit the amount of data entered. Additional blocks of casualty details may be inserted if required.

2. For the purposes of this form the term "Applicant" includes re-applicants. Referees are requested to focus their comments on their experience of working with the applicant when the applicant was in an SCR-Like role (e.g. Salvage Master / Salvage Surveyor / Club representative at wreck removal / major pollution response)
3. Referees are requested to complete the above form and forward it directly to the Secretary of the SCOPIC Committee [Kevin.Clarke@lloyds.com](mailto:Kevin.Clarke@lloyds.com) .

**APPENDIX 6 - Form: Re-application to Join The Lloyd's Special Casualty Representative (SCR) Panel**

**INTRODUCTORY NOTES**

1. Prior to completing this application form you are advised to review all the information relating to SCOPIC provided by Lloyd's at: [www.lloyds.com/The-Market/Tools-and-Resources/Lloyds-Agency-Department/Salvage-Arbitration-Branch/SCOPIC](http://www.lloyds.com/The-Market/Tools-and-Resources/Lloyds-Agency-Department/Salvage-Arbitration-Branch/SCOPIC)
2. In particular, please ensure that you read and understand the "Consolidated Guidance Notes on the Role of the Special Casualty Representatives".
3. Please note the following statements from the SCOPIC Committee:
  - a. *"The role of a Special Casualty Representative, (SCR), requires a wide knowledge and understanding of the business and practicalities of marine salvage. Any person seeking appointment as an SCR must therefore have experience of marine salvage operations. The position of the SCR in any Lloyd's Form service involves acting in the best interests of the casualty. The SCR should therefore be independent and not beholden to any of the contracting parties. The position requires such person to be trusted and to act with tact and integrity. No SCR should abuse their appointment to the Panel of SCR's by accepting employment which conflicts with their role as a potential SCR."*
  - b. *"An SCR should not be in the full time employment of a Salvage Company, P&I Club, or Property Insurer, nor should an SCR act as an exclusive consultant for a Salvage Company, P&I Club or Property Insurer."*
4. Please also note that an SCR is required to be:
  - a. Physically fit to perform the role of an SCR, which may involve strenuous activity in harsh environments, and
  - b. Able to travel on a world-wide basis and remain on site for extended durations
5. Members of the SCR Panel are required to maintain valid Professional Indemnity Insurance and valid Seaman's/Offshore Medical Certification throughout the duration of their Panel Membership.
  - vi. Professional Indemnity insurance shall have a minimum cover level of US\$250,000 (or other currency equivalent).
  - vii. Medical Certification shall be in the form of a current IMO Seaman's Medical Certificate (UK ENG1) or equivalent Offshore Medical Certificate
6. Members of the SCR Panel are required to have valid medical/medical evacuation insurance in place when undertaking SCR appointments
7. Membership of the SCR Panel is for a maximum term of three (3) years commencing on 1<sup>st</sup> January of the year after the application is approved. Individuals may be reappointed for any number of consecutive three-year terms at the SCOPIC Committee's discretion.
8. Applications to become an SCR require the support of at least one member-organisation of:
  - The International Group of P&I Clubs, or
  - The International Salvage Union, or

The International Union of Marine Insurers, or

The International Chamber of Shipping

9. Please attach references from members of the organisations listed at 8. above on the "Pro Forma Reference" form, a copy of which is appended below.
10. Please provide complete and comprehensive responses to the requests for information about your casualty experience, as this will assist the SCOPIC Committee with their review of your application. It is appreciated that not all reapplicants will have completed three SCR appointments.
11. Please attach a recent full-length photograph of yourself to the application.
12. Please attach your up-to-date CV to your application.
13. Please complete the application in MS Word or equivalent – the boxes will expand to fit the data you enter.
14. Once completed the form and attachments should be returned to the Secretary of the SCOPIC Committee [Kevin.Clarke@lloyds.com](mailto:Kevin.Clarke@lloyds.com). Applications must arrive no later than 30<sup>th</sup> September in any given year in order for the application to be for considered for the following year's panel.

Full Name	
Nationality	
Date of Birth	
Address	
Telephone Numbers	
e-mail Address	
www Address	
Employment status/position	
<b>SCR CASUALTY EXPERIENCE</b>	
Date of first appointment to SCR Panel	
Date of current appointment to SCR Panel	
Total Number of SCR appointments	
Please list your three most recent SCR appointments, (most recent first)	
<b>SCR Appointment #1</b>	
Name of casualty	
Date (month/year)	
P&I Club	
Salvor	
<b>SCR Appointment #2</b>	
Name of casualty	
Date (month/year)	
P&I Club	
Salvor	
<b>SCR Appointment #3</b>	
Name of casualty	
Date (month/year)	
P&I Club	
Salvor	
<b>SCR-RELATED CASUALTY EXPERIENCE</b>	
Please give details of your three most recent casualty attendances (most recent first) where, although not an SCR, you had direct involvement.	
<b>Casualty #1</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	

<b>Casualty #2</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
<b>Casualty #3</b>	
Name	
Location	
Nature of casualty	
Date (month/year)	
Duration of your direct involvement	
Appointed on behalf of	
Role performed	
Remarks	
<b>ATTACHMENTS:</b>	
<b>CV</b>	
<b>REFERENCE(S)</b>	
<b>PHOTOGRAPH</b>	
<b>COPY OF PI INSURANCE CERTIFICATE</b>	
<b>COPY OF MEDICAL CERTIFICATE</b>	

I hereby confirm that I have read the Introductory Notes to this application and currently comply with the requirements of Notes 3, 4, 5 & 6. I further confirm that I will advise Lloyd's immediately if my circumstances change such that I can no longer comply with any of the listed requirements.

Signed:

Dated: Name of Applicant	
Name of Referee	
Name of Referee's Organisation	
Position held by Referee within Organisation	
<b>Details of Casualty(ies) on which Applicant and Referee worked together</b>	
Name of Casualty	
Date of Casualty	
Nature of Casualty	
Applicant's Role in Management of Casualty	
Referee's Comments on Applicant's Performance	
Name of Casualty	
Date of Casualty	
Nature of Casualty	
Applicant's Role in Management of Casualty	
Referee's Comments on Applicant's Performance	
<b>Referee's Statement on Applicant's suitability to undertake the role of SCR</b>	
<b>Signed</b>	<b>Dated</b>

**Notes:**

1. The boxes in the above form expand to fit the amount of data entered. Additional blocks of casualty details may be inserted if required.
2. For the purposes of this form the term "Applicant" includes re-applicants.

3. Referees are requested to focus their comments on their experience of working with the applicant when the applicant was in an SCR-Like role (e.g. Salvage Master / Salvage Surveyor / Club representative at wreck removal / major pollution response)
4. Referees are requested to complete the above form and forward it directly to the Secretary of the SCOPIC Committee [Kevin.Clarke@lloyds.com](mailto:Kevin.Clarke@lloyds.com) .