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# FACSIMILE TRANSMISSION

No. of Pages incl. this page: 1	Date: 16th November 1995
To: Tyser & Co Attn: Michael Cairns Esq Re: SCI-SOL Cover	From: H.R. DUMAS & ORS Syndicate 1023 Wellington Underwriting Agencies Ltd. 2 Minster Court, Mincing Lane, London EC3R 7FB ☎ 071-929-2811
Fax: 621 9042	Our fax: 0171-220-7234

Dear Michael,

Here follows revised version.

## QUOTE

Following your facsimile of 10th November, we contacted Tyser & Co. They kindly arranged for a meeting in their offices on 14th November and present at the meeting were Mr Cairns of Tyser, Mr J D Masson representing the lead underwriter and the undersigned.

At the outset, Mr Masson paid compliment to the claims handling expertise of the Clubs and stated that for this reason, underwriters were quite prepared for the Clubs to handle claims, subject, of course, to their rights to take over, should the need arise, a particular matter where the claim clearly fell within the SOL policy limits. However, since the SOL cover is not placed through the Clubs, as was previously the case, but is directly placed by yourselves, Mr Masson was concerned that the claims service provided should not suffer in those, hopefully, rare cases where it is unclear between the Club and Underwriters, as to which policy should respond. In this respect he proposed the following procedure:-

1. Any instance which may give rise to a claim under the SOL policy must be reported to the underwriters forthwith.
2. Once an actual claim is notified the underwriters must be advised immediately.
3. While underwriters are prepared for Clubs to handle claims, they must be consulted with regard to defences that can be raised, the appointment of surveyors, solicitors, adjusters etc, and also before any settlement offer is made or agreed. (This is similar to the procedure already adopted by the Clubs in handling our RDC claims).

We said that we see no difficulty in following this procedure if you agree to it.

- On the issue of claims notification, whilst ultimate responsibility for this will always remain with SCI. Mr Masson also indicated that the procedure previously in place, namely that you advise the Club and the Club in turn advise the broker, was an acceptable alternative. The Clubs can then closely liaise with the underwriters in respect of the three points mentioned above, and hopefully, such close co-operation will also help to ensure that the two covers dovetail and your position will remain protected under the terms of both SOL and P&I cover.



In those cases where it is unclear which policy is to respond it was agreed that representatives of Club, brokers and underwriter would meet at the earliest opportunity to resolve the situation.

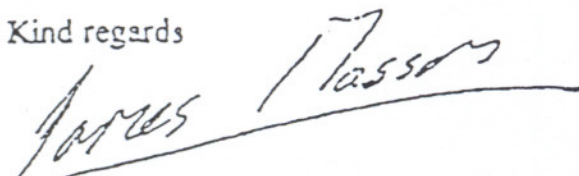
We said that we see no difficulty in following this procedure if you agree to it.

Mr Masson also asked whether the clubs could offer their facility to give guarantee, if required, as the underwriters will be unable to do so. We said that subject to our receiving satisfactory counter securities from you and Tyser, the club could consider offering their security, as they do for any non covered matter.

We have not yet consulted other Clubs for their views, but will do so if you generally accept the above arrangements.

UNQUOTE

Kind regards



James Masson  
Claims & Research Director

over John

On 11/11/77, the Club was advised by the underwriter that the Club's position was that you advise the Club and the Club in turn advise the broker, was an alternative. The Club was also advised that the underwriter in respect of the three points were agreed and necessary, both these two points will also help the club's position and covers. Your position will be in line with the terms of both Club and Club covers.