



Association of British Insurers

Noise Induced Hearing Loss Claims Handling Guidelines

Noise Induced Hearing Loss Claims Handling: the ABI & IDCWP Guidelines

DEFINITIONS

For the purposes of these Guidelines:

- (a) **ABI** means the Association of British Insurers;
- (b) **Black Book** means the guidelines on the assessment of NIHL for medico-legal purposes (Kings, Coles, Lutman & Robinson, Guidelines for Medicolegal Practice: Assessment of Hearing Disability 1992);
- (c) **Claim** means a civil claim for personal injury and/or other related losses arising out of NIHL;
- (d) **Claims Portal** means the electronic portal for employers' liability personal injury claims up to £25,000;
- (e) **Claimant** means a person making a Claim and includes that person's legal advisers or representatives;
- (f) **CNF** means Claim Notification Form;
- (g) **Coles Guidelines** means the guidelines on the diagnosis of NIHL for medico-legal purposes (Coles, Lutman and Buffin 2000) (*Clin. Otolaryngology* 25, 264-273);
- (h) **Coordinating Insurer** means, in a Claim involving more than one Defendant, the Handling Insurer for the Defendant with the greatest potential exposure. In a Claim involving a single Defendant, the Handling Insurer will also be the Coordinating Insurer;
- (i) **CRU** means the Compensation Recovery Unit;
- (j) **Defendant** includes legal advisers or representatives;
- (k) **EL** means employers' liability;
- (l) **ELTO** means Employers' Liability Tracing Office;
- (m) **Follow Insurer** means any Insurer on risk who is not a Handling Insurer or Coordinating Insurer;
- (n) **FSCS** means Financial Services Compensation Scheme;
- (o) **Handling Insurer** means the Insurer responsible for handling the Claim for each Defendant;
- (p) **HMRC** means Her Majesty's Revenue & Customs;
- (q) **IDCWP** means the Industrial Disease Claims Working Party;
- (r) **Insurer** means a firm authorised by the Financial Conduct Authority and/or the Prudential Regulation Authority to effect and carry out contracts of employers' liability insurance as principal in the UK, or a firm who carried out contracts of employers' liability insurance as principal in the UK but which is now insolvent, and who are members of the ABI and/or IDCWP;
- (s) **NIHL** means Noise Induced Hearing Loss;
- (t) **Parallel Payment** means the process by which agreed contributions are paid by Insurers separately but simultaneously to the Claimant;
- (u) **Paying Party** means a party liable to pay damages and costs to the Claimant where breach of duty and causation has been proven.

A. INTRODUCTION

1. Insurers have developed these Noise Induced Hearing Loss Claims Handling Guidelines (“the Guidelines”) to facilitate an efficient and streamlined claims handling process between Insurers, with minimal exchanges of correspondence and documents, resulting in the swift resolution of claims. The Guidelines are intended to operate on the basis of pragmatism and reciprocity, but within a framework which takes account of legal principles.

B. APPLICATION

2. These Guidelines concern interactions between Insurers in respect of claims for personal injury and other related losses arising out of NIHL. The Guidelines are a voluntary good practice guide for Insurers and are intended to strengthen existing practice.
3. These Guidelines are intended to be consistent with any legal or regulatory requirements that may also be relevant.
4. A list of Insurers who have adopted these voluntary Guidelines can be accessed at www.abi.org.uk/, which will be updated by the ABI as necessary.
5. These Guidelines will apply to Claims received on or after **01 March 2015**. It is intended that an Insurer who has adopted these Guidelines will follow them in all Claims received on or after this date, unless there is a compelling reason for an Insurer to depart from them.
6. An Insurer who has adopted these Guidelines and who is listed at www.abi.org.uk/ should inform the ABI and/or the IDCWP if it is no longer able to observe the Guidelines in principle.
7. These Guidelines will be reviewed periodically, as necessary.

C. CLAIMS HANDLING

(a) Establishing the roles of Handling Insurer and Coordinating Insurer

Handling Insurer

8. For each Defendant to the Claim, the last Insurer on risk during the alleged culpable period of exposure will usually become the Handling Insurer.
9. However, where an Insurer has an overall interest of 50% or more for that Defendant, that Insurer will become the Handling Insurer in place of the last Insurer on risk during the culpable period. The last Insurer on risk should nevertheless continue to handle the Claim until such time as the new Handling Insurer has agreed to take over.
10. Where no Insurer has an overall interest of 50% or more, the Insurer with the greatest interest for that Defendant may, at their request and with the agreement of the last Insurer on risk during the culpable period, become the Handling Insurer.

11. For any Claim commenced and remaining within the Claims Portal¹, the last Insurer on risk will continue to be the Handling Insurer.

Coordinating Insurer

12. In a Claim involving a single Defendant, the Handling Insurer will also act as the Coordinating Insurer.

13. Where the Claim involves more than one Defendant, the Handling Insurer for the Defendant with the greatest interest in the Claim will become the Coordinating Insurer.

14. Where the Coordinating Insurer denies, or intends to deny, any culpable exposure by the Defendant it represents, the Coordinating Insurer will communicate that position to the other Handling Insurers and the Handling Insurer for the Defendant with the next greatest interest in the Claim will instead become the Coordinating Insurer.

(b) Establishing the relevant EL insurance history

15. Each Handling Insurer is responsible for establishing the relevant EL insurance history of its insured Defendant. In order to do so, a HMRC schedule will usually be obtained from the Claimant for the Handling Insurer to verify that the employer is the named policyholder in the policy of insurance.

16. Historical records and details of the insured Defendant's EL claims history may be obtained in order to identify the insurance history. Enquiries may also be made with ELTO, the broker or other insurers.

(c) Notification

Handling Insurer

17. After establishing the relevant EL insurance history of its insured Defendant, the Handling Insurer will notify all identified Insurers potentially on risk with respect to that Defendant as soon as possible.

Coordinating Insurer

18. The Coordinating Insurer will notify the Claimant of its role and request that they cease corresponding with other Insurers to the Claim.

19. The Coordinating Insurer will also notify the CRU where appropriate.

¹ i.e. currently a Claim up to £25,000, involving no more than one Defendant. Due to tight timescales within the Claims Portal, the last insurer on risk should continue to act as Handling Insurer while a claim remains in the Portal.

D. APPORTIONMENT AND INVESTIGATIONS

(a) Apportionment

20. Claims should be apportioned between Insurers based on time on risk for the culpable period of exposure. There should be no weighting of exposure to reflect dosage.
21. The Coordinating Insurer should circulate to the Handling Insurer(s) of other Defendants and its own Follow Insurers as soon as practicable an apportionment schedule in the form attached at Appendix 3 setting out the portions of the Claim determined pursuant to this paragraph.
22. Follow Insurers should be prompt in exchanging information and evidence to assist the Handling Insurer/Coordinating Insurer in the handling of a Claim, in order to reduce the need for repeat investigations.
23. For any period of exposure where no Paying Party can be identified, that period should be ignored for the purposes of any CRU liability and the Claimant's costs and any apportionment should follow the same pro-rata contributions to damages as determined by paragraph 20.

Provision of Documentation

24. The exchange of documents between Insurers should be limited to those which are necessary to establish the extent of the Claim and any contributions.
25. The provision of documents by the Handling Insurer/Coordinating Insurers to Follow Insurers will usually be restricted to the following:
 - (i) HMRC schedule;
 - (ii) Letter of Claim/CNF;
 - (iii) Medical evidence, including any questions to or replies from the expert;
 - (iv) Analysis of audiograms;
 - (v) Claimant's schedule of loss;
 - (vi) Any disclosed witness statement of the Claimant; and
 - (vii) Apportionment schedule.

Cut-Off

26. A Handling Insurer who believes that there is a cut-off date of culpable exposure before or during its time on risk will continue to handle the Claim in the same way as any other claim until such time as the new Handling Insurer has agreed to take over. This is to minimise delay, and in turn reduce the risk of prejudicing the defence of the Claim and/or unnecessarily increasing costs. However, no admissions should be made in any Claim by an Insurer seeking to agree a cut-off with the other Insurers on risk.

The burden of proof rests with the Insurer if they claim that there is a cut-off date of culpable exposure before or during their time on risk.

27. If the Handling Insurer can evidence, on the balance of probabilities, that there was no culpable exposure during their time on risk, then the handling of the Claim may be passed back to the previous Insurer on risk. However, the original Handling Insurer should, in the first instance, present their suggested revised apportionment schedule, together with any evidence in support of the proposed cut-off date, to all affected Insurers and seek their agreement to the same, before seeking the Claimant's agreement to that cut-off.

(b) Investigating Breach of Duty

28. The Handling Insurer is responsible for investigating breach of duty against their insured Defendant, and should initiate investigations as soon as reasonably practicable even where it may seek to argue a cut-off date.

29. The nature and extent of those investigations will vary according to whether the insured Defendant is trading or not.

30. Allowing for pragmatism, and a sensible and flexible approach to investigations, the following should be considered when investigating breach of duty:

(i) Trading insured Defendant

- Documentation should be obtained where available, including but not limited to noise surveys and the provision of personal protective equipment;
- On-site enquiries should be considered, particularly where there is limited documentation;
- Enquiries should be made with former directors and/or health and safety managers.

(ii) Non-trading insured Defendant

- Enquiries should be made with other Insurers on risk and, where possible, ex-directors before making any concessions on breach of duty;
- If the above enquiries do not reveal any evidence that assists in determining breach of duty, the Claimant should be put to proof.

(c) Investigating Causation

Medical Report

31. The Coordinating Insurer should undertake Black Book and Coles Guidelines type calculations from the hearing levels recorded in the Claimant's audiogram to diagnose NIHL and assess the extent of any NIHL impairment.

Medical Records

32. The Coordinating Insurer may seek disclosure of and review the Claimant's medical records, where considered appropriate.

33. The Coordinating Insurer may seek disclosure of and review the Claimant's occupational health and/or personnel records, where considered appropriate.

E. SETTLEMENT

(a) Delegated Authority

34. For Claims up to £25,000 (excluding costs) where breach of duty is agreed by the Handling Insurer(s), the Coordinating Insurer is deemed to have delegated authority and may proceed to settle the Claim as appropriate.
35. However, where a Claim involves one or more insolvent insurers, those insolvent insurers should be advised of a proposed offer by the Coordinating Insurer, along with any supporting documentation where requested, no less than 21 days before an offer is made to the Claimant in order to allow the contributor the opportunity to raise objections. (See Appendix 2 for further information on Claims involving insolvent insurers)

(b) Parallel Payment

36. Once settlement has been agreed by the Coordinating Insurer, settlement of the Claimant's damages is on a Parallel Payment basis. The Coordinating Insurer will notify settlement details to the Handling Insurer for any other Defendants and also any Follow Insurers for the same insured Defendant. Handling Insurers for other Defendants will similarly notify any Follow Insurers. There should be no delay in payment by Follow Insurers.
37. A letter from the Handling Insurer/Coordinating Insurer seeking Parallel Payment from Follow Insurers should be prominently marked as 'urgent' and include the following (if not previously supplied):
- (i) HMRC schedule;
 - (ii) Letter of Claim/CNF;
 - (iii) Medical evidence, including any questions to or replies from the expert;
 - (iv) Analysis of audiograms;
 - (v) Claimant's schedule of loss;
 - (vi) Any disclosed witness statement of the Claimant;
 - (vii) Apportionment schedule;
 - (viii) Total settlement figure; and
 - (ix) Amount due from the Follow Insurer, payment method and details of payee.

(c) Hearing Aids

38. Where the Claimant has disclosed medical evidence supporting the need for a hearing aid, agreement to such head of claim is at the discretion of the Coordinating Insurer. If the need for a hearing aid is accepted, the Coordinating Insurer should, where requested, provide evidence to Follow Insurers to show why and how it arrived at its decision. Where appropriate, consideration should be given to alternatives to private provision, such as the NHS or high street providers.

(d) De Minimis

39. Any period of culpable exposure by a single Defendant of less than three months and also less than 5% of the total overall exposure by all Defendants should be ignored for the purposes of apportionment.²

(e) Troubleshooting

40. Any dispute between Insurers that cannot be resolved by the respective claims handlers should be referred to the nominated individual within their organisation(s) for discussion and resolution (see *Appendix 1*).

² The FSCS, which provides protection to policyholders of certain insolvent EL insurers, is unable to waive recovery and the only payment that can be made is in relation to the liability of the insolvent insurer's policyholder.

APPENDIX 1

PARTICIPATING INSURERS AND TROUBLESHOOTERS

<i>Participants</i>	<i>Representative / Troubleshooter</i>	
Ageas	Steve Baggs	Steve.Baggs@ageas.co.uk
Allianz	Mark Merrix	mark.merrix@allianz.co.uk
AIG	John Carr	John.Carr1@aig.com
Argent	Kevin Foakes	Kevin.Foakes@argentadjusters.co.uk
Aviva	Rob Allen	Rob.Allen@aviva.co.uk
Axa Insurance	Derek Worrall	Derek.Worrall@axa-lm.com
BAI Claims Services Ltd	Michael Mackenzie	MichaelMackenzie@baiclaims.com
Capita	Leon Rottenbury	Leon.Rottenbury@capita.co.uk
Dominion Insurance Co Ltd	Simon Janes	SJanes@dominion-ic.co.uk
Downlands	Mark Blackmore-Saunders	mbsaunders@thehartford.com
FSCS	Karl Jefferies	Karl.Jefferies@fscs.org.uk
Garwyn Group	Rebecca Payton	Rebecca.Payton@garwyn.com
QBE (Europe) Ltd	Matt Knight	Matthew.Knight@uk.qbe.com
RiverStone	Ian Graham	Ian.Graham@rsml.co.uk
R&Q Insurance (Malta) Ltd	Paul Corver	Paul.Corver@rqih.com
RSA	Steve Bellingham	Steve.Bellingham@uk.rsagroup.com
Zurich	Mary Bell	Mary.Bell@uk.zurich.com

This list may be amended from time to time, as necessary.

APPENDIX 2

CLAIMS INVOLVING INSOLVENT INSURERS

FSCS provides protection to policyholders of the following insolvent insurers who carried out contracts of employers' liability insurance:

Insurer	Run-Off Agent
AA Mutual	BAI Claims Services Ltd (BAICS)
Aldgate	BAICS
Builders Accident/BAI	BAICS
Black Sea & Baltic	Pro
Chester Street (formerly Iron Trades)	Capita
Cotton Trades	BAICS
English & American	Pro
European Risks Insurance Company	Knowles Loss Adjusters/Quest Partnership
IICL (Independent Insurance)	Capita
Lemma Europe	Core Claims Solutions
Municipal General Insurance	BAICS
Orion	BAICS
Sovereign Marine	Pro
Trinity	BAICS
United Standard	BAICS

FSCS protection is at 100% where the claim involves exposure covered by a policy of insurance issued after 1/1/72 in England, Scotland & Wales and 29/12/75 in Northern Ireland.

Where claims are protected 100% by FSCS the actual initial funding of the claim will depend on the specific arrangements in place for that insurer and reference should be made to the Run-Off Agents acting for the insurer to clarify what will happen on any given claim.

Where the claim involves exposure on a policy issued before 1/1/72 (and 29/12/75 as appropriate) the pre 1/1/72 (or 29/12/75) element of the claim will be paid by the policyholder. Where there is no solvent paymaster responsible for the policyholder's share of the claim FSCS protection is available to pay 90% of the claim.

The Handling Insurer should make clear to the Claimant that any settlement offer made to them that includes the FSCS funded share of the pre 1/1/72 (or 29/12/75) element of the apportionment will only be paid at 90% in respect of the affected period of exposure.

FSCS are signatories to these Guidelines but are unable to support the de-minimis definition at paragraph 39 where compliance with that definition would require FSCS to fund any part of the settlement that would have been paid by another party unless that party's culpable exposure period of 3 months has itself been excluded from the apportionment calculation and the settlement agreed with the claimant.

APPENDIX 3

SPECIMEN LETTER FROM CO-ORDINATING INSURER TO HANDLING INSURERS AND OWN FOLLOW INSURERS

NIHL Fast Track/Delegated Handling

Your Ref:
Our Ref

Dear Sirs

Your Insured:
Our Insured:
Claimant:

Please find enclosed a copy of the following:

(i)	HMRC schedule	Yes/No
(ii)	Letter of Claim/CNF	Yes/No
(iii)	Medical evidence	Yes/No
(iv)	Analysis of audiograms	Yes/No
(v)	Claimant's schedule of loss	Yes/No
(vi)	Claimant's witness statement	Yes/No
(vii)	Apportionment schedule	Yes/No

We understand that you were on cover for the period [\(Click&Type\)](#) to [\(Click&Type\)](#) .

As we are the last on cover/have the majority share for the defendant with the largest interest **we will act as Coordinating Insurer**.

Please confirm your own period of interest and agreement to contribute towards this claim.

Please also confirm the periods for which insurance cover is known for your insured and any periods for which it remains unknown during the alleged employment period. Such unknown periods will need to be Holtby discounted from damages if no paymaster can be established.

We consider apportionment to be as per the below table, subject to further evidence becoming available.

CONTRIBUTOR (DEFENDANT)	PERIOD OF INTEREST	PERCENTAGE SHARE	FINANCIAL SHARE
		(Click&Type) %	£ (Click&Type)
		(Click&Type) %	£ (Click&Type)
		(Click&Type)	£ (Click&Type)
		(Click&Type) %	£ (Click&Type)
MONTHS/ TOTAL			

We will notify you in the event that your share of this claim should change by more than 10%.

We are investigating the issue of breach of duty and will advise the outcome in due course. Please note that provided there are no breach of duty, causation or limitation issues, it will be our intention to deal with this matter under the NIHL Claims Handling Guidelines (up to £25,000 damages).

We will proceed to settle the claim on a Parallel Payment basis.

We will be paying our share only leaving other contributing insurers to pay their respective proportions on a Parallel Payment basis. We will notify you of the sum(s) and payment details due from you.

We look forward to hearing from you.

Yours faithfully

APPENDIX 4

SPECIMEN LETTER FROM HANDLING INSURER TO CO-ORDINATING INSURER

NIHL Fast Track/Delegated Handling

Your Ref:
Our Ref

Dear Sirs

Your Insured:
Our Insured:
Claimant:

We understand that you have recently been notified of this matter and that you will be Co-ordinating Insurer pursuant to the NIHL Claims Handling Guidelines.

We confirm our interest for the period [\(Click&Type\)](#) .

We also confirm that insurance cover has been established throughout alleged employment period apart from the period(s) [\(Click&Type\)](#) to [\(Click&Type\)](#) which will need to be Holtby discounted if no paymaster can be established.

OR

We are making further enquiries into insurance cover for the remainder of the alleged employment period.

Unless you have already done so, please provide copies of the following:

1. HMRC schedule;
2. Letter of Claim/CNF;
3. Medical evidence, including any questions to or replies from the expert;
4. Analysis of audiograms;
5. Claimant's schedule of loss;
6. Any disclosed witness statement of the Claimant; and
7. Apportionment schedule.

We calculate that our interest is approximately [\(Click&Type\)](#) % of our insured's share, although this may change as evidence develops. Please notify us in the event that our share of this claim changes by more than 10%.

We have investigated breach of duty in respect of our insured and, subject to limitation and causation; we are prepared to contribute to settlement on a time on risk basis.

We look forward to hearing from you.

Yours faithfully

APPENDIX 5

**SPECIMEN LETTER FROM FOLLOW INSURER TO SAME DEFENDANT HANDLING
INSURER**

NIHL Fast Track/Delegated Handling

Your Ref:
Our Ref:

Dear Sirs

**Our Mutual Insured:
Claimant:**

We confirm our interest for our mutual Insured during the period [\(Click&Type\)](#) . We are prepared to contribute to this claim on the usual time on risk basis, subject to breach of duty, limitation and causation.

We calculate that our interest is approximately [\(Click&Type\)](#) % of the claim based upon the information presented, but appreciate that this may change as evidence develops. Please notify us in the event that our share of this claim should change by more than 10%.

Should you consider that this is a claim for settlement, we authorise you to do so on a full and final basis up to £25,000 in respect of damages, plus costs on the best possible terms.

Unless you have already done so, please provide copies of the following in due course:

1. HMRC schedule;
2. Letter of Claim/CNF;
3. Medical evidence, including any questions to or replies from the expert;
4. Analysis of audiograms;
5. Claimant's schedule of loss;
6. Any disclosed witness statement of the Claimant; and
7. Apportionment schedule.

We look forward to hearing from you.

Yours faithfully

APPENDIX 6

SPECIMEN LETTER – INSOLVENT INSURER TO HANDLING INSURER

NIHL Fast Track/Delegated Handling

Your Ref:

Our Ref:

Dear Sirs

**Our Mutual Insured:
Claimant:**

We understand that you have recently been notified of this matter and that you will be Handling Insurer pursuant to the NIHL Claims Handling Guidelines.

We confirm our interest for the period ([Click&Type](#)) and that we are prepared to contribute on a time on risk basis, subject to breach of duty, limitation and causation.

Unless you have already done so, please provide copies of the following:

1. HMRC schedule;
2. Letter of Claim/CNF;
3. Medical evidence, including any questions to or replies from the expert;
4. Analysis of audiograms;
5. Claimant's schedule of loss;
6. Any disclosed witness statement of the Claimant; and
7. Apportionment schedule.

We await your views on breach of duty, limitation, causation and quantum, in due course.

We calculate that our interest is approximately ([Click&Type](#)) % of the Insured's share but appreciate that this may change as evidence develops.

If you consider that there is any potential cut-off date, please present your suggested revised apportionment, together with the evidence in support of the proposed cut-off date, to us & all other relevant insurers, **before approaching or seeking the Claimant's agreement.**

Delegated Authority

Claims Funded by FSCS (Delete as appropriate):

We confirm that once breach of duty and apportionment have been agreed, and assuming there are no issues in relation to diagnosis/causation and/or limitation, we are happy for this matter to be dealt with under the NIHL Claims Handling Guidelines (up to £25,000 damages).

For Solvent Policyholders (Delete as appropriate):

We have sought our Client's Insured's permission to allow this claim to be dealt with pursuant to the NIHL Fast Track Guidelines on a delegated authority basis. We will revert to you with clarification within 21 days of your letter/communication. **In the interim, please**

note that no offers or compromises ought to be made in relation to our Client's period of cover until such a time as we have provided you with our express authority.

Funding

Claims Funded by FSCS (Delete as appropriate):

This claim will be funded by the Financial Services Compensation Scheme ("FSCS") under their Third Party Rights procedure at a rate of (Click&Type) %. We trust that you will notify the Claimant accordingly.

For Solvent Policyholders (Delete as appropriate)

This claim will be funded directly by our Client's Insured.

Parallel Payments

Please note that any payment agreed on behalf of [Insolvent Insurer]'s policyholder in respect of their period of interest must not be paid by any party other than [Insolvent Insurer]'s policyholder or the FSCS, after agreement by [Insolvent Insurer]. This parallel payment will prevent an eligible liability being funded in error by a Handling or Coordinating Insurer, who is then unable to recover a contribution. For further clarification, please contact the writer or the FSCS.

We look forward to hearing from you.

Yours faithfully

APPENDIX 7

**SPECIMEN LETTER FROM CO-ORDINATING INSURER TO OTHER HANDLING
INSURERS ADVISING SETTLEMENT**

NIHL Fast Track/Delegated Handling

Your Ref:
Our Ref

Dear Sirs

Your Insured:
Our Insured:
Claimant:

We refer to previous correspondence advising you of our interest as Co-ordinating Insurer.

Under the Delegated Authority provided by the ABI NIHL Claims Handling Guidelines settlement has now been agreed with the Claimant for damages in the sum of £ . Details of the Claimant's costs are still awaited.

Following your agreement to contribute towards this claim we consider apportionment to be as per the below table:

CONTRIBUTOR (DEFENDANT)	PERIOD OF INTEREST	PERCENTAGE SHARE	FINANCIAL SHARE
		(Click&Type) %	£(Click&Type)
		(Click&Type) %	£(Click&Type)
		(Click&Type)	£(Click&Type)
		(Click&Type) %	£(Click&Type)
MONTHS/ TOTAL			

Damages and costs are to be paid by parallel payment.

We have discharged our share as Co-ordinating Insurer to the Claimant's solicitors direct.

Please arrange to send payment for your own share and that for any Follow Insurers to the Claimant's solicitors within the next 14 days to avoid the Claimant seeking to enforce judgment. The payment should be made to the Claimant / Claimant's solicitor (~~delete as appropriate~~).

We will provide apportionment of the Claimant's costs once these have been agreed.

Yours faithfully

APPENDIX 8

SPECIMEN LETTER FROM HANDLING INSURER TO FOLLOW INSURERS ADVISING SETTLEMENT

NIHL Fast Track/Delegated Handling

Your Ref:
Our Ref

Dear Sirs

Your Insured:
Our Insured:
Claimant:

We refer to previous correspondence confirming our interest as Handling Insurer.

Under the Delegated Authority provided by the ABI NIHL Claims Handling Guidelines settlement has now been agreed with the Claimant for damages in the sum of £ . Details of the Claimant's costs are still awaited.

Following your agreement to contribute towards this claim we consider apportionment to be as per the below table:

CONTRIBUTOR (INSURER)	PERIOD OF INTEREST	PERCENTAGE SHARE	FINANCIAL SHARE
		(Click&Type) %	£(Click&Type)
		(Click&Type) %	£(Click&Type)
		(Click&Type)	£(Click&Type)
		(Click&Type) %	£(Click&Type)
MONTHS/ TOTAL			

Damages and costs are to be paid by parallel payment.

We have discharged our share as Handling Insurer to the Claimant's solicitors direct.

Please arrange to send payment for your own share to the Claimant's solicitors within the next 7 days to avoid the Claimant seeking to enforce judgment. The payment should be made to the Claimant / Claimant's solicitor (~~delete as appropriate~~).

We will provide apportionment of the Claimant's costs once these have been agreed.

Yours faithfully