

## CH39 Lloyds Estate Form of Witness Statement

### [Heading as in claim form]

1. We are the personal representatives of the estate of the above-named Deceased (“the Deceased”) who died on [ ]. We obtained [a grant of probate][letters of administration] out of the [ ] Registry on [ ] and a copy of the grant [and the Deceased’s will dated [ ]] is now produced and shown to us marked “ .1”. We make this witness statement in support of our application for permission to distribute the Deceased’s estate [and to administer the will trusts of which we will be the Trustees following administration.]. This witness statement contains facts and matters which, unless otherwise stated, are within our own knowledge obtained in acting in the administration of the estate. We believe them to be true.
2. The Deceased was before his death an underwriting member of Lloyd’s of London whose underwriting activities are treated as having ceased on [ ]. The estate was sworn for probate purposes at £[ ]. We are now in a position to complete the administration of the estate and to distribute it to the beneficiaries but we do not wish to do so [or to constitute the will trusts] without the authority of the Court because of the existence of possible contingent claims arising out of the Deceased’s underwriting liabilities for which we might be liable.
3. The position concerning the Deceased’s Lloyd’s liabilities is as follows:
  - 3.1 [The Deceased’s liabilities in respect of the years of account 1992 and earlier were reinsured into Equitas as part of the Lloyd’s settlement. There is now produced and shown to us marked “ .2” a copy of the certificate or statement of reinsurance into Equitas].
  - 3.2 [The syndicates in which the Deceased participated in the years of account 1993 and later have [closed by reinsurance in the usual way] [are the subject of an Estate Protection Plan issued to the Deceased by Centrewrite Limited][are protected by an EXEAT policy obtained by the Claimants from Centrewrite Limited].
4. There is now produced and shown to us marked “ .3” a copy of a letter dated [ ] from the estate’s Lloyd’s agents confirming that [all] the syndicates have been reinsured to close [with the exception of [ ] which syndicate is protected by [the Estate Protection Plan][the EXEAT policy]] and confirming that in the case of failure of a reinsuring syndicate to honour its obligations, the primary liability to a creditor will fall on Lloyd’s Central Fund. [A copy of the [Estate Protection Plan and Annual Certificate] [EXEAT policy] is now produced and shown to us marked “ .4”.]
5. The Claimants believe that the interests of any Lloyd’s claimant are reasonably secured by virtue of the fact that all the Lloyd’s syndicates in which the Deceased participated have either been closed ultimately by reinsurance to

close (in respect of any open years prior to 1992 originally into the Equitas group) or, in respect of subsequent years [have all closed by reinsurance] [are protected by the Estate Protection Plan][are protected by the EXEAT policy.] [The [Estate Protection Plan] [EXEAT policy] is provided by Centrewrite Limited which is a wholly-owned subsidiary of Lloyd's and the beneficiary of an undertaking by Lloyd's to maintain its solvency. We have no reason to doubt the solvency of Centrewrite. A copy of the latest report and accounts of Centrewrite Limited is now produced and shown to us marked " . 6".]

6. [Explain why it is still considered prudent to seek the protection of a Re Yorke order: see paragraph 25.26 of this Guide.]
7. As appears from the schedule now produced and shown to us marked " . 7" in which we summarise the assets and liabilities of the estate, we have paid all the debts of the Deceased known to us (apart from the costs and expenses associated with the final administration of the estate) and we have also advertised for and dealt with all claimants in accordance with s.27 of the Trustee Act 1925 [or if not explain why].
8. We know of no special reason or circumstance which might give rise to doubt whether the provision described above can reasonably be regarded as adequate provision for potential claims against the estate and we ask for permission to distribute accordingly.