AIDAMail



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International Association for Insurance Law
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Versicherungsrecht

INTRODUCTION

The Presidential Council's meeting in May 2001 in Rome, hosted at the offices of ISVAP, provided the opportunity for discussion of plans for the forthcoming World Congress in New York, 2002. The programme has now been determined, and the main conference venue established. Further details are contained in the report from the Presidential Council herein. The World Congress in New York provides an excellent platform for AIDA to obtain maximum exposure for its work and achievements, particularly to the USA. All the National Chapters who have not yet done so are urged to prepare their reports on the two themes as soon as possible.

I understand that the British Chapter of AIDA (BILA) is aiming to hold its biennial colloquium in late spring next year.

The AIDA Working Parties are all extremely active, and several took the opportunity to meet in Rome, thanks to the hospitality of INA. The Reinsurance Working Party continues to progress its reports, although further responses to the questionnaires would be greatly beneficial to their work – please see the report herein for full

details. The Transport Insurance Working Party and the Loss Prevention and Insurance Working Group have also produced questionnaires, with the goal to report at the World Congress in 2002. Responses to these new questionnaires from all Chapters are invited.

Congratulations also to the Italian National Chapter on the launch of their new website — www.aida-italia.org, which is another excellent step towards the goal of improving worldwide AIDA communications by modern technology.

John Butler Honorary President

NEWS FROM THE PRESIDENTIAL COUNCIL

The Presidential Council met on Friday 11 May 2001 at ISVAP in Rome. The President, Mikael Rosenmejer, welcomed the members of the Presidential Council and guests, and thanked ISVAP (the Italian State Regulatory Authority for Insurance Companies) for hosting the event. Professor Donati (via telephone) also welcomed the Presidential Council to Rome.

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1. XIth World Congress 2002 in New York

Mr Acunto (USA) updated the Presidential Council on the arrangements for the World Congress in New York. The programme has now been determined. The main location of the congress is confirmed as the Marriot Marquis Hotel on Broadway. In particular, the organisers now require information from the National Chapters as to how many brochures they will require — these will be ready for distribution from September 2001. National Chapters should contact Mr Acunto or Mr Kennedy of the US Chapter, as soon as possible to confirm details.

So far, insufficient national reports have been received for both Theme I — Alternative Compensation, (Professor Dufwa) and Theme II — Integration of Financial Services (Professor Macy), although others have been promised. If you have not received a questionnaire and would like to complete one on behalf of your National Section, please contact Michael Mendelowitz by email (mmendelowitz@blg.co.uk). The president will also be writing to the National Chapters in this regard.

2. AIDA Working Parties

Professor Jerome Kullmann (France) was unanimously approved as the new chairman of the Consumer Protection and Dispute Resolution Working Party.

3. New Italian Website

Dr Battistig (Italy) advised the Presidential Council of the launch of the website of the Italian Chapter — www.aida-italia.org. As well as containing information about the activities of the Italian Chapter, it also contains news on other chapters, World Congresses, etc. Individual chapters are requested to check the text pertaining to them and update this as required.

4. Next meeting

The next meeting of the Presidential Council will take place in conjunction with the CILA Congress, which is to be held from 7–10 November 2001 in Rosario, Argentina.

Michael Mendelowitz Assistant Secretary-General (Administration)

AIDA WORKING PARTIES

Reinsurance Working Party Minutes of Meeting, Rome, 11 May 2001

In attendance: Colin Croly (Chairman) (UK), Jean Alisse (France), Sergio R Barroso de Mello (Brazil), Christian Bouckaert (France), John Butler (UK), Lorenzo Capotosti, (Italy), Michelle George (UK), Michael Gill (Australia), Alistair Gunn (UK), Ulrich Hubner (Germany), Gudrun Ingvarsson (Sweden), Francesco Jacobelli (Italy), Anthony Kay (UK), Ferenc Kiss (Hungary), Ivor (UK), Rose-Marie Kiverstein Lundstrom (Sweden), Michael Mendelowitz (UK), Rob Merkin (Secretary) (UK), Rolf Nebel (Switzerland), Mikael Rosenmejer (Denmark), Reimer Schmidt (Germany), Peggy Sharon (Israel), Nancy A Vila (Argentina)

1. Introduction

Colin Croly, the Chairman, welcomed all of those in attendance, and in particular Ivor Kiverstein of Chiltingtons, who had kindly agreed to make a presentation to the Working Party on the practice of inspections. Grateful thanks were also expressed to Mr Capotosti, on behalf of the Italian Chapter of AIDA, for providing the venue and their hospitality.

2. Progress of questionnaires and reports

The Chairman reported on the progress of outstanding questionnaires:

- (a) Fourth questionnaire: "Event" Eleven responses have been received and one more has been promised. Once twelve responses have been received, Michael Mendelowitz will prepare the report.
- (b) Fifth questionnaire: "Custom and Practice" Eleven responses have been received. This response is disappointing, as all countries face the problem of determining the role of custom and practice in the interpretation of reinsurance contracts. Further responses were requested. The report will be prepared by Kathy Posner.
- (c) Sixth questionnaire: "Cut-through and Reconstruction issues" — Eleven responses have been received. Colin Croly had been sent responses from Colombia, Greece and Israel, and these would be forwarded to Michael Gill who will prepare the report.

(d)Seventh questionnaire: "Reinsurance intermediaries" — Only seven questionnaires have been received, although the Australian response has been delayed due to new legislation. The report will be prepared by Rob Merkin.

3. Inspection Clauses Discussion

Anthony Kay outlined the legal position in England relating to the nature and effects of inspection clauses. Ivor Kiverstein then gave a detailed presentation setting out the seven most important practical problems faced by inspectors, eg, confidentiality, the relationship between coreinsurers and the consequences of noncompliance.

4. Follow the Settlements Discussion

Alistair Gunn outlined the most recent legal developments affecting follow the settlements clauses. Christian Bouckaert outlined the position in France.

5. Any other business

- (a) The Chairman reported that the Loss Prevention Working Party had issued a questionnaire, and members were urged to contact their national chapters to see if anyone could assist with the preparation of responses. The questionnaire will shortly be posted on the AIDA website (www.aida.org.uk).
- (b) Members were reminded that AIDA Mail can be used to make any points of interest which might arise.
- (c) In the light of the high prices charged by LLP for the Working Party's reports, it was agreed that Colin Croly would investigate the costs of alternative printing arrangements in order to keep down the prices of future reports.

6. Next meeting

No firm date was fixed for the next meeting, although it has since been confirmed that the next meeting will be held in Rosario on 9 November 2001, and there will possibly also be a meeting in London in May 2002. Possible topics for the next meeting were the right of set-off in liquidations and policy cancellations, and limitation periods: each of these could be the subject of a future questionnaire. The Working Party closed by expressing its grateful thanks to Ivor Kiverstein for his presentation.

Rob Merkin Secretary, AIDA Reinsurance Working Party

Accumulation of Claims and Subrogation Working Party

Loss Prevention and Insurance Working Party

Joint Meeting, Rome 11 May 2001

Those present included: Dr. Claudio Horst Speyer, (Argentina), Chairman of the Argentine Association of Insurance Law and Chairman of the Accumulation of Claims and Subrogation Working Party, Eduardo Mangialardi (Argentina); Enrique José Quintana, (Argentina) Secretary of the Accumulation of Claims and Subrogation Working Group (Argentina); Orlando Moreno (Argentina); Valmy Ansaldi (Argentina); Alicia Susana Murialdo (Argentina), Executive Secretary of the Argentine National Section; Dr. Fernando Sánchez Calero (Spain), Chairman of the Iber-Latin American Insurance Committee (CILA), Joaquín Alarcón Fidalgo (Spain), Chairman of the Loss Prevention and Insurance Working Party, Carlos Ignacio Jaramillo (Colombia), Chairman of the Colombian Association of Insurance Law and Alejandro Venegas Franco (Colombia), Vice President of the Colombian Section of Insurance Law (participating on behalf of the Ibero Latin American Insurance Law Committee).

This joint meeting was held at the offices of the National Institute of Insurance of Italy (I.N.A.). The Accumulation of Claims and Subrogation Working Party discussed the following agenda.

- 1) Advantages, disadvantages and consequences of the cover of traffic risks in the civil liability insurance or personal accidents insurance;
- 2) Consequences of the regimes indicated above in the accumulation of claims and subrogation of insurer;
- 3) Claims for damages over the amounts covered by mandatory insurance, possibility of accumulation and possible actions.

The situation in Argentina was described and special attention was given to the illustrated opinions offered by Professor Sánchez Calero and Dr. Carlos Ignacio Jaramillo. Professor Sánchez Calero offered an impeccable historical revision highlighting the timely sanction of the Strasbourg Agreement, which makes reference to the Civil Insurance in favour of the victim,

conceived as a compensation right in the victim's favour, thus consecrating direct action. Countries having repair systems focused through Personal Accidents Insurance include Colombia, Brazil, Ireland, New Zealand and Israel, among others.

Special consideration was given to the fact that, in the case of regimes of mandatory insurance for damages suffered by victims, the compensation foreseen in the insurance is always limited and bar tables are of mandatory application in the courts; the insured is able to take a policy for additional sums of money, i.e., mandatory and additional subscription insurance. It could also be known that there is considerable progress in the repetition theories as a new concept different from the subrogation concept.

The detailed diffusion of the reports drafted on the Meetings of Cartagena de Indias, Colombia, (May 2000) and Córdoba, Argentina, (September 2000) in pages 5–8 of the February issue of the AIDA Mail Newsletter was considered of great benefit to the Working Group.

The next meeting of the Accumulation of Claims and Subrogation Working Party will be held during the Iber-Latin American Conference in the city of Rosario, Argentina, on November 7–10. The Preparatory Committee of the XI World Conference of Insurance Law to be held in New York has agreed to include a meeting of the working group on October 24, 2002.

Enrique José Quintana Secretary

News from the Loss Prevention And Insurance Working Party

The first report of the Loss Prevention and Insurance Working Party will be presented in Rosario (Argentina) November this year, with a full report to be presented in New York during the World Congress in 2001. It is therefore important that all members make their contribution either verbally or in writing through a short report, in order to assist with the preparation of the working party's presentation for New York.

A discussion model/questionnaire has been proposed the full text of which can be found on the AIDA website — www.aida.org.uk.

Please forward your response to the Chairman of the Working Party, Mr Joaquin Alarcón Fidalgo (Spain).

News from the Transport Insurance Working Party

The transport Working Party has prepared the following questionnaire.

AIDA Transport Working Party - Questionnaire

- 1 General:
 - Please provide a translation of the relevant texts in either English or French.
- 2 Enacted legislation on transport insurance:
 - 2.1 Has specific legislation on transport insurance been enacted in your country?
 - 2.2 Does it govern all modes, or only specific modes (land (road, rail), maritime, inland navigation, air, other)?
 - 2.3 Is it contained in a specific Act , or scattered over other acts?
 - 2.4 Does it concern
 - 2.4.1 hull insurance
 - 2.4.2 cargo insurance
 - 2.4.3 carrier liability insurance
 - 2.4.4 third party liability insurance
- 3 Is there any specific legislation on mutual transport insurance?
- 4 Are there any specific conflict of laws rules on transport insurance?
- 5 Are there any specific rules on territorial competence of the Courts in matters of transport insurance
- 6 Is there compulsory transport insurance cover?
- 7 Case law: In the absence of (specific) legislation
 - 7.1 Have general principles been extracted from the case-law by doctrine?
 - 7.2 What are they?
- 8 What part(s) of the transport insurance law are mandatory?
- 9 Public transport insurance law
 - 9.1 What is the legal regime on the freedom to establish, the freedom to provide transport insurance services.
 - 9.2 Is the transport insurance supervision regulation different from the other types of insurance? In what respect?
- 10 Is the transport insurance distribution regulation (brokers and intermediaries) different from others.
- 11 Transport insurance contract law

- 11.1 Has the market (insurers, brokers or others) developed standard policy conditions
- 11.2 Does the market in your country use foreign standard policy conditions? If so which ones?
- 12 What are the general principles of law in the following matters
 - 12.1 good faith
 - 12.2 insurable interest : cover for whom it may concern
 - 12.3 breach of warranty: change of an essential element
 - 12.4 duty of disclosure
 - 12.5 gross negligence and intentional loss
 - 12.6 insured value (over-insurance, under-insurance)
 - 12.7 abandonment
 - 12.8 increase of the risk
 - 12.9 subrogation
 - 12.10 period of limitation
 - 12.11 exclusion of war risk
 - 12.12 exclusion of nuclear risk
 - 12.13 inherent vice
 - 12.14 mitigation/salvage expenses
 - 12.15 causation
 - 12.16 held covered clause
 - 12.17 double insurance

Please forward responses to the Chairman of the Working Party, Professor Kris Bernauw.

NEWS FROM THE NATIONAL CHAPTERS

News from the Nordic Chapters (Denmark, Sweden, Norway and Finland)

Nordic Colloquium June 2002

The Nordic Sections of AIDA are planning to hold a colloquium in June 2002 either in Iceland or in Denmark, which will be held in the Nordic languages.

Preliminary reports for discussion under the colloquium are:

 A Finnish topic based on insurance schemes, social schemes etc. that are regulated by committees, and the various problems with regard to competence, administration etc. that have been experienced. As an example can be mentioned the question about whether doctors can be associated with insurance companies and at the same time be

- members of the various committees deciding on tort matters. This topic has received significant publicity in the Finnish newspapers.
- A Norwegian topic based on identification within property/insurance.
- A Swedish topic based on insurance and human rights, including case law from the Court of the European Communities in Luxembourg and the Court of Human Rights in Strasbourg.
- A Danish topic based on the Danish legislation on data protection, including the access to exchange information internally within a group of insurance companies, which gives rise to a number of difficulties.

Book to be published

Professor, dr.jur. Bo von Eyben (Denmark) has, in co-operation with the other Nordic countries, (Sweden, Norway and Finland) published a report "Alternative Compensation Mechanisms for Damages (other than for automobile accidents)". The Report covers the national reports from each country, supplemented by appendices containing the relevant statutes and other compensation provisions and insurance terms available in English.

The reason for making a comprehensive study of the Nordic countries is that they have a long tradition — upheld for about 100 years — of cooperating in the legislative process within private law, resulting in genuine inter-Nordic legislation in some areas. Also within the law of torts proposals for such legislation were put forward in the 1940s and 1950s, but even though they did not result in inter-Nordic legislation, the proposals left their mark on the partial codification of law subsequently effected in the individual countries (Norway in 1969, Sweden in 1972, Finland in 1974 and Denmark in 1984). However, codification was only partial, and there are also differences between the issues codified by the individual countries and the form of legislation. Therefore, large parts of the law of torts continue to be developed by judicial precedent, which also plays a major role in the areas where legislation lays down some general principles only. The countries' joint approach to tort law issues is also reflected by the fact that judicial precedent frequently leads to uniform results in the individual countries.

The solutions chosen may inspire other countries when considering alternative systems for compensation for damages.

The sales price is DKK 200 plus forwarding costs (Europe DKK 65 — outside Europe DKK 110), which has to be paid in advance. Contact person is Anettte Holben at Plesner Svane & Gronberg, Copenhagen.

Other events

The Danish and Swedish AIDA Sections are planning to arrange a meeting to discuss "Financial Institutions and their liability for advice, information etc.", at the end of 2001.

Torben Bondrop (Secretary, Danish Section)

News from the Danish Chapter

At the Annual General Meeting held on 24 April 2001 the committee appointed, as new members to the board, attorney-at-law Mr Michael S. Wiisbye and Section Manager Ms Marianne Klausen. Furthermore, attorney-at-law Mr Erik Vilén has been appointed as nominee member until the next annual general meeting in 2002. Mr Søren Rasmussen wished not to be re-elected.

The Danish committee now consists of the following members:

Attorney-at-law Mr Mikael Rosenmejer, chairman

Professor, dr. jur., Mr Bo von Eyben, vice-chairman

Mr Henning Jønsson, Director

Ms Helen Kobæk, Director

Mr Jørgen Nørgaard, Supreme court judge

Mr Søren Theilgaard, Attorney-at-law

Mr Claus Tønnesen, Vice-president

Mr Michael S. Wiisbye, Attorney-at-law

Ms Marianne Klausen, Section Manager

Mr Erik Vilén, nominee, Attorney-at-law

Torben Bondrop (Secretary, Danish Section)

LEGAL DEVELOPMENTS

Australia

Australia's highest court hands down two decisions with major ramifications for the insurance industry.

On 31 May 2001, the High Court abolished the civil "highway immunity" or "non-feasance

immunity" rule. The rule said local councils had no obligation to maintain roads, sidewalks and road shoulders and gave them immunity against negligence claims, provided the road was not negligently built. The abolition of highway immunity came in a decision on two similar cases which challenged the rule.

The Australian Local Government Association says the decision will force local governments' liability premiums to rise, and could mean more frequent negligence judgments awarded against councils.

In a separate case, the High Court has ruled that an accounting firm did not owe a fiduciary duty — the highest legal duty — to its client. The High Court reduced the damages Nelson Wheeler Perth (NWP) must pay to Duke Group, now in liquidation, from A\$117 million to A\$32 million.

While the decision clarifies the duty owed by professional advisers, insurers and brokers believe that the decision will not halt the escalating premiums accountants and other professionals are paying for professional indemnity insurance.

NWP had provided an independent expert's report on Western United, a company Duke planned to take over, before the October 1987 stock market crash. Duke's liquidator initiated the action against NWP and initially obtained damages of A\$93 million which was increased to A\$117 million by the Full Court of the Supreme Court of South Australia. However, the High Court found that although NWP was negligent and failed to fulfil contractual obligations, there was no fiduciary duty owed to Duke.

Collapse of Australia's second largest general insurer

The Australian insurance industry is still reeling from the collapse of the country's second largest general insurer, HIH. Provisional liquidators were appointed to HIH Insurance in March 2001, and say losses could reach A\$4 billion. The collapse has left many policyholders without cover, particularly in professional indemnity and other specialist lines. Analysts say the collapse could affect the Australian economy.

The Federal Government announced a A\$640 million package to bail out some HIH policyholders, but there will be no compensation for corporate insureds. The Federal Government also announced a Royal Commission to investigate the collapse. Industry bodies, including the Australasian Institute of Chartered Loss Adjusters and the Association of Risk &

Insurance Managers of Australasia, have criticised the role of the regulator, the Australian Prudential Regulation Authority, for failing to warn of the impending demise of HIH.

Reports provided by the Australian Insurance Law Association

Brazil

Brazilian Courts make a major contribution to combating Insurance Fraud

One of the major contributions of the Brazilian Judiciary Branch to the development of insurance and reinsurance activities in Brazil, has been the manner in which litigation involving fraud has been addressed.

Justice Binato de Castro, of the Higher Court of the State of Rio de Janeiro, in a unanimous decision, rejected a suit in which an insured, after storing hundreds of litres of fuel on his commercial premises, set fire to them, causing large-scale losses, with a possible indemnity of some eight million dollars. In the absence of a much sought-after confession, and as the police inquiry had not been concluded, the Court was obliged to analyse the proofs and assumptions contained in the proceedings and concluded that the set of proofs presented by the insurance company were fully applicable.

In April 2001 the Higher Court of the State of Rio de Janeiro, in Civil Appeal judgment No. 596/2001, reported by Justice José Affonso Rondeau, in a case involving sums even greater than those cited above, established once and for all the importance of the force of the evidence, stating: "the plea for indemnity on the basis of the fire insurance contract is rejected, if the innumerable proofs and assumptions contained in the court records lead to the conclusion that the event was caused, as a result of combustion of kerosene and gasoline on pieces of rag found at the location; — there is also no demonstration of the existence of loss, according to the report of the expert witness."

The claim involved a fire. In the space of less than 24 hours, there were three calls to the Fire Department to deal with flames on the property insured. The expert's examination found various bits of cloth soaked in inflammable material and a large quantity of combustible material spread around the site. The partners in the company had

no fixed abode on the day of the event, innumerable titles had been protested at different registry offices, the employees were behind in their wages — it was known that the insured company had laid off dozens of employees in the months preceding the event.

Consumption of electric power and water were also falling off. The goods found on the site, in general, were the shells of obsolete machinery, (new machines had apparently been preserved for possible use, if the attempted fraud did not come off). The insurance, in its turn, had been contracted for a high Insured Amount, and had only been in force for three months when the event occurred.

In the light of these facts, the insurance company, contended that the principle of good faith in the insurance contact was breached by the insured, as all the signs pointed to a deliberate fire, indemnity was refused by the courts at the first and second instances, establishing, the so-called "force of evidence and assumptions".

In rejecting the fraudulent claim, the Court stressed, that: "after all, what appears in the proceeding is that the innumerable items of evidence and assumptions point in the direction of an attempt to defraud the insurance, as well as the lack of a trustworthy demonstration of the losses sustained, besides the infringement of the terms of law and the contract, given the lack of preservation of obligatory ledgers, and the double contracting of insurance."

We may note that the Court considered as a fundamental fact for the consummation of the fraud, the infringement of the texts of a clause of the general insurance conditions, relative to the necessary preservation of accounting ledgers, and also the impossibility of contracting double insurance, at least without informing the first insurer.

It is apparent from these recent decisions that the courts are resolved to take a firm stance against insurance fraud in Brazil — currently some 25% of the total indemnities paid out by the insurance companies. The Insurer should take all measures available to him in investigating a potentially fraudulent claim. The participation of technicians, attorneys and adjusters from the start of the investigation is essential for the precise construction of the claim file, allowing a refusal to be upheld, either before the courts or elsewhere.

Sergio Ruy Barroso de Mello Member of AIDA Presidential Council

Reinsurance and Private Pension Schemes — a Legal Reality in Brazil

On May 29 2001 Complementary Law No. 109, was passed in Brazil, addressing the regime of Private Pension Schemes, ranging from their structural organisation, the rules for composition of the Entities / Companies, and even regulating various aspects inherent to the pension-scheme contract itself. One of the themes which stands out, due to its groundbreaking legal nature, is the legal provision for reinsurance to protect the commitments assumed with the Members.

Article 11 of Complementary Law No 109 states that the Complementary Pension Entities may contract reinsurance coverage, on their own initiative or through an order by the regulating and supervising organ, having due regard to the regulations of the respective scheme, plus other legal and regulatory provisions.

How wide is the scope of this law? The lawmaker made specific reference, without reservation, to Open and Closed Private Pension Entities, implying a clear intent to cover the whole sector, to provide security in their operations, and eliminate the customary doubts concerning the so-called "actuarial differences", through the lack of contributions sufficient to maintain the benefits granted; — especially in the cases of Closed Entities or the modalities of schemes with a defined income, or rather, not capitalised in their contributions.

For Closed Entities, article 11 allows them to replace the guarantee of reinsurance with a solvency fund, which must be instituted by an ordinary law. This is an option, and not an obligation to exclude reinsurance, since the lawmaker's intent, in a literal interpretation, was precisely that of establishing a range of preventive options, of which reinsurance is now an integral and unquestionable part.

The second major area to be highlighted is the possibility of the regulatory/supervisory organ requiring that the Entity contract reinsurance to guarantee its operations. The legal provision is quite clear, and may be transformed into an alternative means of "risk" coverage, avoiding negative effects, either for the Entity's balance sheet, or its cash flow. It is thought likely that these measures would only be adopted in the event of a serious economic-financial situation being identified at the Entity. For this reason the feasibility of reinsurance presupposes that it may be imposed by the governmental organs, because, contracted in advance, it may be planned and designed with a specific business profile, or also

taking the Entity's long-term aim into account.

Also noteworthy is the need to observe the terms of the schemes' regulations, for the effects of reinsurance coverage. It is fundamental to formulate coverage in harmony with the specific provisions of each scheme, whether this originates from Open Entities; — within the reach of SUSEP, the Brazilian Insurance Commissioner, or Closed, still under the care of the Complementary Pension Secretariat — SPC, belonging to the Ministry of Social Security.

These changes herald a historic landmark in Brazilian insurance operations. In providing for the use of reinsurance in private pension scheme contracts, both open and closed, the legislature has sought to provide a sector which turns over more than one hundred and forty billion reais with a guarantee of coverage, so as to assume medium and long-term commitments.

There are specialists who understand that the private pension contract is not exactly a risk of a typically insurable nature, capable of being incorporated by a reinsurance operation. However, as we see it, this is a debate which has been superseded by the pragmatism of the legal system already in force, assuming importance in an analysis far more academic than technical, as what is involved is an innovation in Reinsurance Law, of the utmost importance to the activity as a whole in Brazil.

Sergio Ruy Barroso de Mello

AIDA MAIL: Distribution

We are investigating the best way to circulate AIDA Mail to the widest readership. Starting with this issue, AIDA Mail will be available on the AIDA website (Recent back-issues will also be available via the website shortly). We will continue to send a limited number to each of the National Chapters for onward distribution to their members, and those Chapters which have provided us with email details will receive AIDA Mail via email. If you do not currently receive AIDA Mail via email, and would like to do so in the future, please send your details to Marlene McConway (mmcconway@blg.co.uk) and we will add you to the list — this should ensure that you receive AIDA Mail promptly in future.

News from all National Chapters, Working Parties and contributions advising of recent legal developments of interest, for publication in forthcoming AIDA Mail are most welcome, and should be sent by email to mmcconway@blg.co.uk .