

CONTRACT CERTAINTY SLIP EXAMPLE

RISK DETAILS

RISK REFERENCE :

TYPE : All Risks of Direct Physical Loss or Damage including Machinery Breakdown Reinsurance as original.

REINSURED : ABC Insurance Co. Ltd. Brunei

ORIGINAL INSURED : XYZ Company Ltd, xx Beach Road, Brunei

PERIOD : From 1st January 2013
at 12.00 noon local standard time at Insured's Premises
To 1st January 2014
at 12.00 noon local standard time at Insured's Premises.

INTEREST : All Real and Personal Property of every kind and description at the premises of the insured.

LIMITS : SGD 10,000,000 any one occurrence and in the annual aggregate

SUB LIMITS : Flood – SGD 2,000,000 any one occurrence and in the annual aggregate

DEDUCTIBLES : SGD 1,000 each and every claim

REINSURED'S RETENTION : 20% of 100%

SITUATION : xx Beach Road, Brunei

ORIGINAL CONDITIONS : Original Policy (Original Policy Number..... issued by).
Original policy clauses/extensions/conditions as attached.

REINSURANCE CONDITIONS : This reinsurance is subject to the same terms and conditions as the Original Policy except as otherwise provided herein and Reinsurers will follow the settlements of the Original Policy.
Loss adjuster's expenses wording attached.
Excluding Ex gratia claims and without prejudice settlements
Reinsurers Liability clause LMA 3333 as attached.
Sanctions and Limitations Clause LMA 3100 as attached.

Insert Date

- CONDITIONS PRECEDENT** : None other than those contained in the policy wording /endorsements
- WARRANTIES** : None other than those contained in the policy wording /endorsements
- SUBJECTIVIES** : The Insured shall provide to the Insurer a property survey report on the insured addresses such report to be prepared by MNO Surveyors (“the Survey”). The Survey shall be so provided by 12:01p.m. Singapore Time on 31 January YYYY (“the Survey Deadline”).
- Between inception and the Survey Deadline, cover is provided by the Insurer on the terms and conditions specified in the contract to which this condition is attached (“the Contract Terms”).
- Where the Survey is not submitted to the Insurer by the Survey Deadline, cover shall terminate at the Survey Deadline.
- Where the Survey is submitted to the Insurer by the Survey Deadline, cover shall continue from the Survey Deadline on the Contract Terms until expiry of the period of the contract unless and until terminated in accordance with the following paragraph.
- In the event that the Survey is unsatisfactory to the Insurer, the Insurer shall have the right, within 14 days of its receipt, to terminate the contract by serving not less than 14 days’ notice in writing to the Insured at its address shown in the contract, such notice expiring no earlier than the Survey Deadline.
- In the event of termination under this survey condition, the Insured shall be entitled to pro rata return of premium for the unexpired period of the contract unless a loss has arisen for which the Insured seeks indemnity under this contract in which case the Insurers shall remain entitled to the premium specified in the Contract Terms.
- To the extent that this survey condition conflicts with any other cancellation, notice and premium provision in the Contract Terms, this survey condition shall prevail.
- CHOICE OF LAW AND JURISDICTION** : This reinsurance shall be governed by the laws of.....and subject to the exclusive jurisdiction of the courts of.....
- PREMIUM** : SGD 25,000
- PREMIUM PAYMENT TERMS** :Days Payment Conditions – LSW3000 Premium Payment Clause (as attached).
- TOTAL BROKERAGE** : 10%
- FEE PAYABLE BY CLIENT** : No

Insert Date

**OTHER DEDUCTIONS
FROM PREMIUM** : Survey fee

**TAXES PAYABLE
BY REINSURED
AND
ADMINISTERED
BY REINSURERS** : None.

**RECORDING,
TRANSMITTING
AND STORING
INFORMATION** : Where the Broker maintains risk and/or claim data/information/
documents the Broker may hold data/information/ documents
electronically.

**REINSURER
CONTRACT
DOCUMENTATION** : This document details the contract terms entered into by the Reinsurer(s)
and constitutes the contract document.

No further contractual documentation to be produced, unless amended
following agreement by both parties.

**CLAIMS
AGREEMENT** : Reinsurers to agree claims for their own account

**EXPERT FEES
COLLECTION** : Broker to collect fees for all reinsurers.

Insert Date

INFORMATION SECTION

The following information was provided to insurer(s) to support the assessment of the risk at the time of underwriting.

Client submission dated November YYYY prepared by Producer Inc. and seen by all participants hereon and held on file by Broker XYZ Ltd

No losses past five years

EFG Burglar alarm system installed

ABC Sprinkler system installed

Insert Date

**Attaching to and forming part of Risk Reference No.....
ORIGINAL CONDITIONS (Including but not limited to)**

- 1. All other contents**
- 2. Cancellation (30 days)**
- 3. Automatic reinstatement of sum insured**
- 4. Public Authorities**
- 5. Removal of Debris (2.5%)**

SECURITY DETAILS SECTION

(RE)INSURERS LIABILITY CLAUSE

(Re)insurer's liability several not joint

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333
21 June 2007

Insert Date

ORDER HEREON : 80% of 100%

BASIS OF WRITTEN LINES : Percentage of Whole

SIGNING PROVISIONS : In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers.

However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

WRITTEN LINES : In a co-Insurance placement, following reinsurers may, but are not obliged to, follow the premium charged by the lead reinsurer.

Reinsurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

SPACE FOR UNDERWRITING STAMP(S)

Insert Date

Attaching to and forming part of Risk Reference No.

LOSS ADJUSTER'S EXPENSES WORDING (Proportional)

Loss Adjuster's Expenses will be distributed in proportion to the share of the loss retained by each reinsurer. The cedant will be responsible for the share of the expenses is determined by the retention

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10
LMA3100

INTERMEDIARY CLAUSE

XYZ Insurance Brokers is hereby recognized as the Intermediary negotiating this Agreement. All communications (including notices, statements, premiums, return premiums, commissions, taxes, loss expense, salvage and settlements) relating thereto shall be transmitted to the Reinsured or the Reinsurers through the Intermediary at the address shown below:

Xxxxxx xxxxx xxxx