





Date: 27 September 2018

MelitaUnipol Insurance Brokers Ltd  
15 Market Street  
Floriana  
FRN 1081  
Malta

**JLT Specialty Limited**

The St Botolph Building  
138 Houndsditch  
London EC3A 7AW

Tel +44 (0)20 7528 4000

Fax +44 (0)20 7528 4500

Our contact Steve Paterson

EOC No: L61819491

## Evidence of Cover

Dear Sirs,

**Insured:** Malta Motorsport Federation

**Period:** 23 August 2018 to 31 December 2019 Both days inclusive, local standard time at Insured's Address.

**Type:** Personal Accident and Accident & Sickness Emergency Medical and Repatriation Expenses Reinsurance

**Order Hereon:** 100%

(Please refer to contract for full details of cover)

In accordance with your instructions, we have effected insurance for your account as set out in the enclosed copy Contract Documentation.

Our Debit Note reflecting the premium due for the insurance is additionally enclosed for your attention. In order to meet the premium payment terms set by Insurers, the premium needs to be paid to us by no later than the date set out in the Debit Note.

### Reminder: Duty of Disclosure

Under the laws of England and Wales, Scotland and Northern Ireland, JLT Specialty Limited has a duty to remind you of a policyholder's (and its insurance agent's) duty to make a fair presentation of the risk, and to disclose all material circumstances, and the consequences of not doing so. It is necessary to disclose all information which would influence the judgement of a prudent insurer in determining whether or not to accept a risk, and upon what terms. Failure to comply with this duty may give the insurer the right to void the policy from its inception, or to impose different terms, or to reduce the amount paid on any claim. If your contract is not subject to such laws, your duty of disclosure and the consequences of its breach may vary from that stated above.

Page 1 of 3





Continuation of Evidence of Cover: L61819491 dated 27 September 2018

For further information please refer to our Business Protocol document which can be found on-line at <https://www.jltspecialty.com/business-protocols> and if any further material requires to be disclosed or if you have any question as to what should be disclosed please refer to your normal JLT Specialty Limited contact.

We would ask you to examine the enclosed documents carefully and if for any reason they are incorrect contact us immediately.

Yours faithfully,  
For and on behalf of JLT Specialty Limited

A handwritten signature in black ink, appearing to be 'M. W.' followed by a long horizontal stroke.

Authorised Signatory



Continuation of Evidence of Cover: L61819491 dated 27 September 2018

## **Security Schedule**

**Insured with:**

100.0000% HCC International Insurance Company Plc

**100.0000%**

This Security Schedule has been prepared by us for your ease of reference to identify the subscribing Insurers and their respective participations (as a percentage of our order) on the above referenced insurance contract.

**RISK DETAILS**

**Unique Market Reference:** B0901L61819491000

**Type:** Personal Accident and Accident & Sickness Emergency Medical and Repatriation Expenses Reinsurance

**Insured:** Malta Motorsport Federation

**Insured Address:** P.O. Box 30, Valletta VLT 1000, Malta

**Period:** From: 23 August 2018  
To: 31 December 2019  
Both days inclusive, local standard time at Insured's Address.

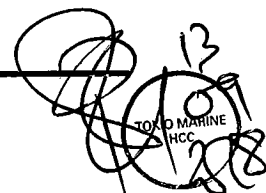
**Insured Person(s):**

- A) Competition Licence holders whilst signed on under the regulations for Competitors issued by the Assured or any International or National Event held in accordance with the National or International Sporting Codes of the Federation Internationale de L'Automobile (FIA)
- B) Officials on duty during affiliated activities at all venues, whilst 'signed-on' under the regulations, issued by the Assured, or any International or National Event held in accordance with the National or International Sporting Codes of the Federation Internationale de L'Automobile (FIA)

Cover shall also apply whilst an Insured Person is travelling directly to and from their normal place of residence.

**Beneficiary:** Insured Person(s) or the Insured Person's estate in the event of accidental death

**Interest:** Personal Accident benefits and Accident & Sickness Emergency Medical and Repatriation Expenses in respect of Insured Person(s).



13  
TOKIO MARINE  
HCC  
2018

**Sum Insured:**

**Interest A:**

- 1. Death EUR 50,000
- 2. Loss of two limbs or the sight of two eyes  
or loss of one limb and the sight of one eye EUR 30,000
- 3. Catastrophic Permanent Total Disablement EUR 50,000
- 4. Loss of one limb or the sight of one eye EUR 15,000
- 5. Temporary Total Disablement Not Covered
- 6. Incapacitation meaning bedridden  
and requiring fulltime care for more  
than 5 years EUR 100,000
- 7. Loss of speech and hearing EUR 20,000
- 8. Broken bone EUR 250 per arm and  
leg and EUR 50 for all other  
broken bones up to EUR 500  
any one accident
- 9. Out of Country Accident & Sickness Emergency EUR 15,000  
Medical and Repatriation Expenses excess of  
EUR 2,500

**Interest B:**

- 1. Death EUR 50,000
- 2. Loss of two limbs or the sight of two eyes  
or loss of one limb and the sight of one eye EUR 30,000
- 3. Catastrophic Permanent Total Disablement EUR 50,000
- 4. Loss of one limb or the sight of one eye EUR 15,000
- 5. Temporary Total Disablement Not Covered
- 6. Incapacitation meaning bedridden  
and requiring fulltime care for more  
than 5 years EUR 100,000
- 7. Loss of speech and hearing EUR 20,000
- 8. Broken bone EUR 250 per arm and  
leg and EUR 50 for all other  
broken bones up to EUR 500  
any one accident
- 9. Out of Country Accident & Sickness Emergency EUR 15,000  
Medical and Repatriation Expenses excess of  
EUR 2,500



**Situation:** Worldwide

**Conditions:** This Insurance is subject to all terms, clauses and conditions, as per the original Policy Wording as attached, as far as applicable.

- Special Cancellation Clause, as attached.
- Sanctions Clause LMA3100 as attached

**Subjectivities:**

- Client Confirmation of Cover*
- a) Underwriters will not provide cover for any testing/training without supervision of marshals and officials. It must have MMF's full approval and be a formally recorded event in advance of it taking place.
  - b) For cover to apply Overseas it must be an event approved by the Local National Governing Body if not then the cover wouldn't apply. Participants will need to notify MMF so that there is a record and audit trail.
  - c) Participants holding provisional, national or international licence will be covered under this policy. Guests of ride what you bring will not be covered under this policy.
  - d) Policy can only be purchased if you have a license.
  - e) Insurers agree to a policy period which is to expire 31 December 2019 keeping the minimum and deposit premium at EUR 7,500 (plus duty and fees) for this period. (18 months of cover). Following the policy will be renewed annually at a M & D premium of EUR 7,500
  - f) Payment terms 50% at inception and the other 50% in January 2019.

~~It is hereby understood and agreed by any and all underwriters subscribing to this insurance that any subjectivity that has been raised within a quote MRC or quote sheet or otherwise shall be treated as having no application if not included within this final placement MRC. It is incumbent on underwriters to ensure inclusion within the provisions of the final placement MRC any subjectivity which they wish to apply to the cover.~~

**Choice of Law and Jurisdiction:**

This reinsurance shall be governed by and construed in accordance with the laws of Malta and each party agrees to submit to the exclusive jurisdiction of the Courts of Malta

**Minimum and Deposit Premium:**

EUR 7,500  
Adjustable as soon as practicable after expiry at EUR 35.00 per licence holder

**Premium Payment Terms:**

LSW 3000 - 60 days / 15 days cancellation.

**PREMIUM PAYMENT CLAUSE LSW 3000**

The (Re)Insured undertakes that premium will be paid in full to Reinsurers within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Reinsurers by the 60th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Reinsurers shall have the right to cancel this policy by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to Reinsurers on a pro rata basis for the period that Reinsurers are on risk but the full policy premium shall be payable to Reinsurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Reinsurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to Reinsurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Reinsurers (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Reinsurers participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Reinsurers will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01  
LSW3000

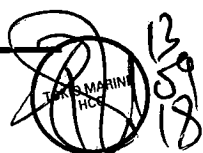
**Taxes Payable By Insured and Administered By Insurers:**

None

**Recording, Transmitting & Storing Information:**

When JLT Specialty Limited maintains risk and claim data / information / documents JLT Specialty Limited may hold data / information / documents electronically.

JLTSL Auth:



13/09/18



**Insurer  
Contract  
Documentation:**

The Risk Details, Information and Security Details Sections of this document details the contract terms entered into by (re)insurers(s) and constitutes the contract document.

JLTSL Auth:



**SPECIAL CANCELLATION CLAUSE**

In the event that an insurer:

- a) ceases underwriting or formally announces its intention to do so; or
- b) is the subject of an order or resolution for winding up or formally proposes a scheme of arrangement; or
- c) has its authority to carry on insurance business withdrawn or modified; or
- d) no longer meets the insured's requirements as the result of a downgrade in rating to lower than A- by Standard & Poor's or to a rating considered by the insured to be equivalent to such rating by any other recognized rating agency,

then the insured may cancel that insurer's participation on this risk forthwith by giving notice and the premium earned by that insurer shall be pro rata to the time on risk.

In the event that:

- i) such insurer had made any payment arising out of a claim or loss under this policy; or
- ii) the lead insurer of this policy had raised a reserve in excess of 75% of the applicable self insured retention or deductible in connection with a potential claim or loss under this policy,

prior to the occurrence of a, b, c or d above, then any refund of premium shall be an amount which such insurer determines to be reasonable in view of the amount of any payment referred to in i) above and/or the amount of any reserve referred to in ii) above.

For the avoidance of doubt, reference to "this policy" in this clause does not include any underlying policy covering the same subject matter and risk.

In the event that any insurer's participation hereon is cancelled as the result of a, b, c or d above, the remaining reinsurers hereon agree, if required, to sign up to original lines.

Words in bold print in this Insurance have special meaning, as defined in the Definitions of this Insurance

**IMPORTANT NOTICE**

**If you shall engage in any occupation sport or pastime or other activity of a hazardous nature you should disclose it.**

The Assured, with a view to effecting an insurance as hereinafter provided with **us**, has presented a proposal upon which **we** have determined their terms and conditions.

In consideration of the payment of premium stated in the schedule, **we** hereby agree with the Assured, to the extent and in the manner herein provided that if **you** sustain **Bodily Injury** caused by an **Accident**, we will pay to **you**, or to **your** Estate according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

Provided always that:

JLTSL Auth:

- 1a. benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of any one **Accident**, except for any benefit payable hereunder in respect of **Hospitalisation** or **Broken Bone(s)** which may be payable in addition to other benefits scheduled;
- 2 the total sum payable under this Insurance in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
- 3 if item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other than for weekly benefits, in respect of any Accident which would have given rise to a claim for death and that item been covered.
- 4 if Item 1 of the Schedule of Benefits is covered and Accident causes your death within twelve months following the date of the Accident and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for the case under death.

## DATA PROTECTION CLAUSE

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact [DPO@tmhcc.com](mailto:DPO@tmhcc.com).

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We may also collect your sensitive personal information such as data relating to your physical or mental health or condition. We need the personal or sensitive personal information to enter into and perform a contract with you. We retain personal information and sensitive personal information we collect from you where we have an ongoing legitimate business need to do so.

We may disclose your personal or sensitive personal information to our **group companies, third party services providers and partners** who provide data processing services to us, or who otherwise process personal or sensitive personal information for purposes that are described in this Privacy Notice or notified to you when we collect your personal or sensitive personal information; to any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your vital interests or those of any other person; to a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal and sensitive personal information only for the purposes disclosed in this Privacy Notice; and to any **other person with your consent** to the disclosure.

Your personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You have the following data protection rights: **access, correct, update or request deletion, object to processing, restrict processing and in some cases request portability.**

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal or sensitive personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.



TOKIO MARINE  
HCC

In the event the Insured Person remains dissatisfied and wished to peruse matters further the Insured Person may be able to refer the matter to The Financial Ombudsman Service which can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than that £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net assets value of less than £1 million,

**The Financial Ombudsman Service**  
**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR**

Helpline: **0845 080 1800**  
Switchboard: **020 7964 1000**  
Website: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

#### **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). The Insured Person may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

#### **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

**Definitions**

1. **Bodily Injury** means identifiable physical injury which:
  - a. is caused by an Accident; and
  - b. solely and independently of any other cause, except illness directly resulting from or medical or surgical treatment rendered necessary by such injury, occasions **your** death or disablement within twelve months from the date of the **Accident**.
2. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance:

**Accident** shall also mean:

- a. exposure resulting from a mishap to a conveyance in which **you** are traveling;
  - b. if **you** disappear during the period of this Insurance and **your** body is not found within twelve months after **your** disappearance, and **we** are satisfied that **you** sustained **Bodily Injury** and that such injury resulted in **your** death, **we** will pay any death benefit, where applicable under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **us** if **you** are subsequently found to be living.
3. **Illness** means sickness or disease which first manifests itself during the Period of Insurance and occasion **your** total disablement within twelve months after first manifesting.
  4. **Permanent Total Disablement** means disablement which entirely prevents **you** from attending to any business or occupation for which **you** are reasonably suited by training, education or experience and which lasts twelve months and which, at the end of that period, is beyond hope of improvement.
  5. **Loss at Limb** means permanent loss by physical separation of a hand and or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
  6. **We, us, our** means **HCC International Insurance Company plc**.
  7. **You, your** means an Insured Person detailed in the schedule.
  8. **Terrorism** means any act or acts of force and/or violence.
    - a. for political, religious or other ends; and/or
    - b. directed towards the over-throwing or influencing of the Government de jure or de facto; and/or
    - c. for the purpose of putting the public in any part of the public in fear by any person or persons acting alone or on behalf of or in connection with any organisation

9. **Hospitalisation** means admission to a **Hospital** as an **in-patient** for a period of 24 hours or more on the advice of, and under the constant supervision, of a Qualified Medical Practitioner.
10. **Hospital** shall mean an establishment which either
- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an **In-patient** basis under the supervision of Qualified Medical Practitioner(s) one or more of whom is available for consultation at all times;
  - provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
  - provides full-time nursing service by and under the supervision of nursing staff.
  - **'Hospital'** shall not include a special unit in a hospital or a place existing primarily: for the treatment of psychiatric disease or sub normality; for the care of the aged, drug addicts or alcoholics; as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice
11. **In-patient** means **you** have gone through the full admission procedure and a clinical case record has been opened and **your** admission is necessary for the medical care and treatment of **Bodily Injury** and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
12. **Broken Bone(s)** means a complete fracture of one or more of the bones as stated in the Schedule.
13. **Loss of Speech** means the total and permanent loss of speech.
14. **Loss of Hearing** means total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

### Exclusions

This Insurance does not cover death or disablement in any way caused, or contributed to, by

1. War, whether was be declared or not, hostilities or any act of war or civil war.
2. Radioactive contamination.
3. **You** engaging in or taking part in armed forces service or operations.
4. **Your** suicide or attempted suicide, intentional self-injury, **you** being in a state of insanity or **your** willful exposure to needless peril other than in an attempt to save human life.
5. **Your** deliberate exposure to exceptional danger (except in an attempt to save human life).
6. **Your** own criminal act.
7. **You** being:

- a. Under the influence of alcohol, as defined by the motor vehicle laws of the country or state of their normal domicile;
  - b. Under the influence of drugs, unless prescribed for **you** by a qualified practitioner but excluding any drugs prescribed for the treatment of drug addiction.
8. **Terrorism** including, without limitation, contemporaneous or ensuring **Bodily Injury** and/or **Illness** and/or **Medical Expenses** caused by fire and/or looting and/or theft.
- In any claim and in any action, suit or other proceedings to enforce a claim under this insurance the burden of providing that such claims do not fall within the terrorism exclusion set out above shall be upon the Assured
9. **Illness** of any kind.

**Conditions**

- 1. Unless otherwise declared and agreed by **us** no benefit will be payable for any condition for which you have sought advice, diagnosis, treatment or counseling or of which **you** were, or should reasonably have been, aware at inception of this Insurance or for which **you** had been treated at any time prior to inception.
- 2. Notice must be given to **us** as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and **you** must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to **us** as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by **us** or on **our** behalf and that such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of **you**.

- 3. Any fraud, concealment or deliberate mis-statement by **you**, if unknown to the Assured, either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it related to **you** in question but any such fraud, concealment or deliberate mis-statement by or known to the Assured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
- 4. This Insurance may be cancelled at any time at the request of the Assured in writing to the Broker who effected the Insurance.

This Insurance may also be cancelled by **us** or on **our** behalf by giving thirty (30) days' notice in writing to the Assured at his last known address.

Notice shall be deemed to be duly received in the course of post is sent by pro-paid letter post properly addressed.



**Law (EU Disclosure Clause)**

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

**Jurisdiction**

In the event of any dispute relating to any terms, conditions, limitations or exclusions of this Insurance, such dispute shall be dealt with according to the Laws of England and Wales, and only English court shall have jurisdiction. The premium for this Insurance has been calculated accordingly, and no consideration has been paid in respect of any sums payable as a consequence of the jurisdiction or any other court.

**ACCIDENT & SICKNESS EMERGENCY MEDICAL and  
REPATRIATION EXPENSES EXTENSION**

Sum Insured: EUR 15,000

Excess: EUR 2,500

In the event of the Insured Person sustaining Accidental Bodily Injury or Illness which manifests itself during the Period of Insurance this Insurance to pay up to the Sum Insured in respect of reasonable and necessary medical and surgical charges, specialist's fee, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment costs, the cost of surgical and medical requisites and the cost of any necessary repatriation which shall include, in the case of the death of the Insured Person, reasonable funeral expenses and expenses incurred in repatriating the body or ashes and costs incurred in making the necessary arrangements.

Repatriation shall be considered necessary if a qualified medical practitioner

- I. Shall estimate that the Insured Person is likely to be totally disabled for a period in excess of 4 weeks and/or
- II. Shall certify that local facilities are inadequate for the treatment of the Insured Person's condition and/or
- III. Shall confirm that the Insured Person's recovery will be substantially expedited by repatriation

**EXCLUSIONS:**

Underwriters shall not be liable for

1. the first amount of each and every claim shown above as "Excess"
2. rest cures, sanatorium or custodial care or periods of quarantine or isolation
3. cosmetic or plastic surgery not necessitated as a result of accidental bodily injury
4. dental examinations, X-rays, extractions, fillings and general dental care except as a result of accidental bodily injury; supplying of or fitting of eye glass or hearing aids except as a result of accidental body injury
5. routine medical examinations
6. expenses incurred, whether for treatment or diagnosis or counselling, directly or indirectly arising out or consequent upon or contributed to by Acquired Immune Deficiency Syndrome (A.I.D.S) or A.I.D.S Related Complex (A.R.C.)
7. any medical or physical condition which originated prior to the commencement date of this Insurance
8. pregnancy, childbirth, miscarriage or any disorder of the reproductive system
9. expenses incurred in the Insured Person's Country of Domicile unless a qualified Medical Practitioner shall confirm that the Insured Person's recovery will be substantially expedited by the incurring of such expenditure and in any event, expenses incurred in the Insured Person's Country of Domicile which are recoverable under any Private Medical Insurance held by or for the benefit of the Insured Person.
10. costs incurred more than 12 months after the date of the event giving rise of them
11. repatriation costs not authorised by the Emergency Assistant Service.

Subject otherwise to the terms, conditions and limitations of this Insurance:

## SECURITY DETAILS

### **Insurers Liability:**

#### **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

**Order Hereon:** 100% 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.

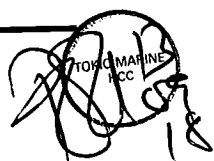
However:

- 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.

Notwithstanding the foregoing, in the event of late placement and where there is no specific instruction from the Insured to sign lines disproportionately, the Insured and all Insurers whose lines are not written "To Stand" agree to sign proportionately irrespective of the date on which their line was committed. Signing bureaux are authorised to accept signed lines calculated by JLT Specialty Limited without further agreement or endorsement.

**Written Lines:** In a co-insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the lead (re)insurer.  
  
(Re)Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.


JLTSL Auth:



Handwritten signature and stamp, possibly reading "TONG MARINE" and "HCC".

Written  
Lines:

100%

 TOKYO MARINE HCC International Insurance Company plc HCC Specialty Ltd Account											
S	1	8	C	0	2	3	0	A	0	0	1
H5621						XIS					

*[Handwritten signature]*  
03  
09  
28

JLTSL Auth:



#### **Confidentiality**

The information contained within this document is strictly confidential and may not be reproduced or disclosed to any third party without the prior written approval of JLT Specialty Limited.

#### **Intellectual Property Rights**

All intellectual property rights of Jardine Lloyd Thompson Group plc, its affiliates and/or its professional advisors shall remain the property of Jardine Lloyd Thompson Group plc, its affiliates and/or its professional advisors. Nothing herein shall be construed as conferring to you by implication or otherwise any licence or right to use any intellectual property of Jardine Lloyd Thompson Group plc, its affiliates and/or its professional advisors.

#### **Duty of Disclosure**

Under the laws of England and Wales, Scotland and Northern Ireland, JLT has a duty to remind you of a policyholder's (and its insurance agent's) duty to make a fair presentation of the risk, and to disclose all material circumstances, and the consequences of not doing so. It is necessary to disclose all information which would influence the judgement of a prudent insurer in determining whether or not to accept a risk, and upon what terms. Failure to comply with this duty may give the insurer the right to void the policy from its inception, or to impose different terms, or to reduce the amount paid on any claim. If your contract is not subject to such laws, your duty of disclosure and the consequences of its breach may vary from that stated above. For further information please refer to our Business Protocol document and if any further material requires to be disclosed or if you have any question as to what should be disclosed please refer to your normal JLT contact.

#### **JLT Specialty Limited**

The St Botolph Building  
138 Houndsditch  
London EC3A 7AW  
Tel +44 (0)20 7528 4000  
Fax +44 (0)20 7528 4500

[www.jltspecialty.com](http://www.jltspecialty.com)

Lloyd's Broker. Authorised and regulated by the Financial Conduct Authority. A member of the Jardine Lloyd Thompson Group. Registered Office: The St Botolph Building, 138 Houndsditch, London EC3A 7AW. Registered in England No. 01536540. VAT No. 244 2321 96.