

## **RISK DETAILS**

UNIQUE MARKET REFERENCE:

B0509CYBLT2550482

TYPE: Contract Clas

**Contract Classification**: Reinsurance

**Facultative or Treaty: Facultative** 

REINSURED: Hollard Mozambique Companhia de Seguros S.AR.L.

Av. Sociedade de Geografia no. 269

Edificio Hollard

Maputo 2196

Mozambique

ORIGINAL INSURED: Rsm Mocambique, Lda

Edifcio Millennium Park

Av Vladimir Lenine

Maputo 174 11

Mozambique

**PERIOD**: **From**: 25 April 2025 00:01

To: 25 April 2026 00:01

Both days Local Standard Time at the Principal Address of the Original Insured.

INTEREST: Cyber Liability (Re)Insurance

SUM REINSURED: USD 5,000,000 In The Aggregate

DEDUCTIBLE:

USD 15,000 In the Aggregate

TERRITORIAL

LIMITS:

Worldwide

NOTIFICATION OF

CLAIMS:

In the event that you wish to make a claim under this Contract, please notify the

following:

Address for notification:

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Marsh Limited

1 Tower Place West

**Tower Place** 

London

EC3R 5BU

**United Kingdom** 

Email address: <a href="mailto:cyber.claimsnotifications@marsh.com">cyber.claimsnotifications@marsh.com</a>

ORIGINAL CONDITIONS:

All terms and conditions per the Original Policy.

**CONDITIONS:** Wording: As per policy wording, as attached.

NMA2738 (amended) Claims Control Clause, as attached.

- Prompt Advice and Collection Clause, as attached.
- Special Cancellation / Insurer Downgrade Clause, as attached, address for notification as per the below:

Marsh Limited

1 Tower Place West

**Tower Place** 

London

EC3R 5BU

**United Kingdom** 

- LMA3100A Sanctions Limitation Clause, as attached.
- Nuclear Exclusion
- Radioactive Contamination Exclusion
- War Amendatory Exclusion
- · Professional Services Exclusion
- Consequential Reputational Loss (Full limit)
- · Voluntary Shutdown Endrosement
- First Party Loss Exclusion Amendatory
- Computer Hardware Replacement Costs (Full Limit)
- Cryptojacking (USD 1M)

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- GDPR Endorsement
- Catastrophic First Party Loss Amendatory (50%)
- · Full Claims Control Clause

It is hereby understood and agreed by any and all (re)insurers subscribing to this (re)insurance that any subjectivity that has been raised within a quote slip/Market Reform Contract or quote sheet shall be void unless included within this final Market Reform Contract.

#### Notice of Cancellation - Authority Provisions

Where (re)insurers have the right to give notice of cancellation, in accordance with the provisions of the contract, then

To the extent provided by the contract, the Contract Leader is authorised to issue such notice on behalf of all participating (re)insurers; or

If the Contract Leader is **not** so authorised or has not issued notice, any (re)insurer may issue such notice in respect of its own participation.

#### SUBJECTIVITIES:

- Confirmation that all company devices protected with anti-virus, anti-malware, and/or endpoint protection software
- Confirmation that any 3rd party data they store on their systems e.g. sensitive financial data requires MFA to access and is encrypted at rest
- Confirm no sanctions territory exposure and subsequent Beazley Compliance sign-off

#### **Due Date:**

7 days from inception

#### Terms which apply until Subjectivity is satisfied:

This insurance will remain in full force and effect pending receipt of such items in the specified period except that:

If a claim is first made against an insured on or before receipt of the above, Insurers shall not be liable to pay any loss under the Policy that is causally and directly connected to that part of the information required that is materially changed from information previously provided.

Insurers have the right to amend terms within 7 days of receipt of the above and during that period this insurance will remain in full force and effect except that if a claim is made against the insured during this period the insurer shall not be liable to pay any loss under the Policy that is causally and directly connected to that part of the information required that is materially changed from the information

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previously provided.

NOTICES: <u>Complaints Notice</u>

**MARSH LIMITED:** 

If you wish to make a complaint, please speak to your Marsh Limited broker or email UKComplaints@marsh.com.

We will urgently review your complaint and work with you to resolve the issue.

CHOICE OF LAW AND Choice of Law: JURISDICTION:

Unless stated herein to the contrary, this (re)insurance shall be governed by and construed in accordance with the law of England and Wales

Choice of Jurisdiction:

Each party agrees to submit to the exclusive jurisdiction of any competent court

within ???

PREMIUM: Premium:

USD 15,000 (100%) Annual

PREMIUM PAYMENT

TERMS: LSW3001 Premium Payment Clause, as attached.

Single payment due date: 90 days from inception

TAXES PAYABLE BY

THE (RE)INSURED AND ADMINISTERED BY (RE)INSURERS:

TAXES PAYABLE AND Tax:

ADMINISTERED BY

THE (RE)INSURED

Stamp duty 5%

None.

**OR THEIR AGENT:** Surtax 1.5%

(RE)INSURER
CONTRACT
DOCUMENTATION:

This Market Reform Contract details the contract terms entered into by the (Re)Insured(s) and (Re)Insurer(s) and constitutes the contract document.

The endorsement(s) or e-endorsement(s) signed by (Re)Insurers shall form the evidence of changes agreed.

Language of contract:

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By purchasing this (re)insurance, the (re)insured hereby confirms their request that the present document and any other document and correspondence pertaining to the present (re)insurance be in the English language.

For the purposes of this contract:

- i) Where there is any discrepancy between the headings stated in the Risk Details section herein and the terminology used in any corresponding Wording and/or Endorsements and/or Clauses attached or included herein, the headings stated in the Risk Details section shall read as per such Wording and/or Endorsements and/or Clauses.
- ii) For contracts of insurance:- If the words 'Underwriters', 'Company', 'Insurer' or 'Policy' appear herein, or in any Wording and/or Endorsements and/or Clauses attached or included herein, then those words shall mean 'Insurers', 'Insurers', 'Insurers' or 'contract document' respectively.

For contracts of reinsurance:- If the words 'Underwriters', 'Company', 'Reinsurer' or 'Policy' appear herein, or in any Wording and/or Endorsements and/or Clauses attached or included herein, then those words shall mean 'Reinsurers', 'Reinsurers', Reinsurers' or 'contract document' respectively.

Where any reinsurance contract additionally contains an Original Policy attached to the reinsurance contract, for the purposes of such Original Policy: If the words 'Underwriters', 'Company', 'Insurer' or 'Policy' appear herein, or in any Wording and/or Endorsements and/or Clauses attached or included herein, then those words shall mean 'Insurers', 'Insurers', 'Insurers' or "contract document" respectively.

iii) Where the term Lloyd's is used in this contract or any attaching wording or document, it is agreed that this is extended to include Lloyd's Insurance Company S.A. where relevant.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.

Its Firm Reference Number(s) and other details can be found on www.nbb.be.

Website address: <u>www.LloydsEurope.com</u>

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E-mail: <u>LloydsEurope.Info@lloyds.com</u>.

Bank details: Citibank Europe plc Belgium Branch,

Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

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#### NON - PROPORTIONAL FACULTATIVE REINSURANCE CLAUSE (LM6)

In consideration of the premium charged, and subject to the terms and conditions of this Contract as set out in the slip and its attachments and/or endorsements applicable thereto, this Contract reinsures the Reinsured's interest in those payments made within the terms and conditions of the Original Policy exceeding the Excess amount as set out in the slip up to the Limit amount as set out in the slip.

In the event of inconsistencies between the Original Policy and this Contract, this Contract shall prevail.

If the Reinsured shall make a claim knowing the same to be false or fraudulent as regards amount or otherwise, this Contract shall become void and all claims hereunder shall be forfeited.

6/9/97

NMA2774

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# SO DEEMED' ORIGINAL WORDING CLAIMS CONTROL CLAUSE (LM4)

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

- (a) The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.
- (b) The Reinsured shall furnish the Reinsurer(s) with all information known to the Reinsured in respect of claims or possible claims notified in accordance with (a) above and shall thereafter keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.
- (c) The Reinsurer(s) shall have the right at any time to appoint adjusters and/or representatives to act on their behalf to control all investigations, adjustments and settlements in connection with any claim notified to the Reinsurer(s) as aforesaid.
- (d) The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurer(s) in the investigation, adjustment and settlement of such claim.
- (e) No settlement, offer and/or compromise shall be made without the prior written approval of Reinsurers.

1/1/97

NMA2738 amended

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#### SPECIAL CANCELLATION / INSURER DOWNGRADE CLAUSE

- 1. The (Re)Insurer shall give notice to the Policyholder's representative, as identified in this Contract, as soon as practicable and in any event within 14 days, or as soon as permitted by its regulator if later, where the (Re)Insurer.
  - (i). a. ceases underwriting entirely; or
    - b. ceases underwriting the type of insurance provided by this policy in a territory where Policyholder is domiciled; or
    - c. formally announces its intention to cease underwriting as per (i)a or (i)b above; or
  - (II) voluntarily or involuntarily elects to wind up, run off its business, enter a scheme of arrangement or enter into any form of bankruptcy protection or related formal or informal termination of its insurance operations; or
  - (III) has its authority to carry on insurance business withdrawn.
- 2. The Policyholder or the Policyholder's representative may terminate an (Re)Insurer's participation on this risk by giving written notice:
  - (I) when one of the events identified above at Condition 1, takes place; or
  - (II) in the event that an (Re)Insurer has its financial strength rating downgraded below BBB by Standard & Poor's or A- by AM Best. For Lloyd's syndicates it is the financial strength rating of Lloyd's as a whole which is considered.

The effective date of termination shall not be earlier than the date notice is actually given by the Policyholder's representative.

Upon notice of cancellation having been given by the Policyholder or the Policyholder's representative to the (Re)Insurer, the (Re)Insurer shall pay to the Policyholder a pro rata return premium for the unexpired period of the policy. Such pro rata return premium shall be paid in accordance with the terms of trade previously agreed between the Policyholder's representative and the (Re)Insurer to whom notice of cancellation has been given.

In the event that there are any notifications under this policy or the (Re)Insurer has made any payments pursuant to any policy term or condition providing coverage under this policy to the Policyholder, the premium shall be deemed fully earned unless the Policyholder withdraws such notifications and/or reimburses the (Re)Insurer for any payment(s) made.

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#### **SANCTIONS LIMITATION 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.

**5 October 2023** 

LMA3100A





#### SERVICE OF SUIT AND JURISDICTION CLAUSE

It is agreed that this Insurance shall be governed exclusively by the law and practice of England and Wales, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in England and Wales.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against it in connection with this Insurance shall be properly served if addressed to it and delivered to it care of

Lloyd's Brussels

Bastion Tower – Floor 14

5 Place du Champ de Mars / 5 Marsveldplein
1050 Bruxelles / Brussels

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

LBS0006A

01/12/2019

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#### PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

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

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

It is agreed that (Re)Insurers 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 (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

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.

30/09/08

LSW3001

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## **INFORMATION SECTION**

#### **INFORMATION**

The following underwriting information is held on file by Marsh Limited and has been seen by the (re)insurers subscribing hereto, however it is understood and agreed that this information does not form part of the contract:

RSM cyber application form and materials were shared with insurers from 13/03/2025.

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## **SECURITY DETAILS**

# (RE)INSURER'S LIABILITY:

#### (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

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singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07

LMA3333

Where coverage includes both EEA and Non EEA exposure, the following is applicable to Lloyd's Insurance Company S.A. participation only which replaces the LMA3333 above.

#### **SEVERAL LIABILITY NOTICE**

The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (amended)

**ORDER HEREON:** 

100% of 100%.

**BASIS OF WRITTEN** 

LINES:

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 (re)insurers.

#### However:

- a) in the event that the placement of the order is not completed by the commencement date of the period of (re)insurance then all lines written by that date will be signed in full;
- b) the (re)insured may elect for the disproportionate signing of (re)insurers' lines, without further specific agreement of (re)insurers, providing that any such variation is made prior to the commencement date of the period of (re)insurance, and that lines written "to stand" may not be varied without the documented agreement of those (re)insurers.

The signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the period of (re)insurance, by the documented agreement of the (re)insured and all (re)insurers whose lines are to be varied. The variation to the contracts will take effect only when all such

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(re)insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.



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# IN RELATION TO THE MODE OF EXECUTION: WRITTEN LINES:

This contract and any changes to it may be executed by:

electronic signature technology employing computer software and a digital signature or digitiser pen pad to capture a person's handwritten signature in such a manner that the signature is unique to the person signing, is under the sole control of the person signing, is capable of verification to authenticate the signature and is linked to the document signed in such a manner that if the data is changed, such signature is invalidated;

a unique authorisation provided via a secure electronic trading platform;

a timed and dated authorisation provided via an electronic message/system;

an exchange of facsimile/scanned copies showing the original written ink signature of paper documents;

an original written ink signature of paper documents (or a true representation of a signature, such as a rubber stamp).

The use of any one or a combination of these methods of execution shall constitute a legally binding and valid signing of this contract. This contract may be executed in one or more of the above counterparts, each of which, when duly executed, shall be deemed an original.

Where this contract is placed solely using a Delegated Underwriting Contract, the following 3 paragraphs are not applicable.

In a co-(re)insurance placement, following (re)insurers may, but are not obliged to, follow the premium charged by the contract leader.

(Re)Insurers may not seek to guarantee for themselves terms as favourable as those which others subsequently achieve during the placement.

(Re)Insurers confirm and agree that where NCAD (Notice of Cancellation at Anniversary Date) is embedded in their stamp/line this will mean NCED (Notice of Cancellation at Expiry Date). This does not affect the right of the (re)insurer to issue a Notice of Cancellation in accordance with the contract terms.

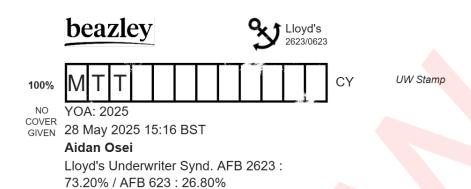
#### **WRITTEN LINES:**

As shown herein and, where placed electronically either wholly or in part via Electronic Trading Platform, in the SECURITY DETAILS.

In respect of Non EEA.

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#### **Validity Period**

30 days

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## **Subscription Agreement**

**CONTRACT LEADER:** The Contract Leader shall be the first stamp detailed, or as specifically indicated, within the WRITTEN LINES / Security Details; except where shown below.

> Where this contract has multiple sections, the Contract Leader will be determined on the lowest numbered section; except where shown below.

> Wherever the term 'Slip Leader' appears throughout this contract it is amended to read and mean 'Contract Leader'.

### BUREAU(X) LEADER(S):

Bureau Leader Lloyd's: Beazley Syndicates 2623/623

**BASIS OF** AGREEMENT TO **CONTRACT CHANGES:** 

General Underwriting Agreement (Version 2.0 February 2014) with Non-Marine Schedule (October 2001).

31 days extension, if required by the (Re)Insured/Policyholder, at terms and conditions to be agreed by the Contract Leader on behalf of all (Re)Insurers hereon.

All Notice of Cancellation at Anniversary Date terms are amended to provide Notice of Cancellation at Expiry Date, including subsequent period extensions.

Where a following (Re)Insurer has charged a different contract premium to that required by the Contract Leader and there is a contract change which (a) is binding upon the following (Re)Insurers with the agreement of the Contract Leader only (and any additional agreement party if present), and (b) involves premium adjustment which is not already provided for within the terms of the contract, then the following (Re)Insurers agree to follow the premium adjustment agreed by the Contract Leader in the same ratio as their respective contract premium bears to that of the Contract Leader.

OTHER AGREEMENT **PARTIES FOR CONTRACT CHANGES, FOR PART** 2 GUA CHANGES ONLY:

Unless any Other Agreement Parties for Contract Changes are stated either.

- a) within the Electronic Trading Platform security details pages attached herein,
- b) specified in a clause or wording included within this MRC.

the Agreement Parties for Contract Changes for Part 2 GUA changes will be none.

**AGREEMENT** PARTIES FOR **CONTRACT CHANGES, FOR** THEIR PROPORTION ONLY:

None unless stated either.

- a) within the Electronic Trading Platform security details pages attached herein,
- b) specified in a clause or wording included within this MRC.

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# BASIS OF CLAIMS AGREEMENT:

To be managed in accordance with

Single Claims Agreement Party (SCAP) Arrangement: The Single Claims Agreement Party Arrangements (LMA9150) for claims or circumstances assigned as Single Claims Agreement Party Claims (SCAP Claims) or, where it is not applicable, then the following shall apply as appropriate:

Lloyd's Claims Lead Arrangements: The Lloyd's Claims Lead Arrangements (Combined) as prescribed by Lloyd's, as amended from time to time, or any successor thereto.

**IUA Claims Agreement Practices:** International Underwriting Association of London IUA claims agreement practices.

**Individual (Re)Insurer Agreement:** The practices of any (re)insurers electing to agree claims in respect of their own participation.

The applicable arrangements (scheme, agreement, or practices) will be determined by the rules and scope of said arrangements and should be referred to as appropriate.

For non-bureau (re)insurers only, the contract leader only and to be binding for non-bureau (re)insurers.

### CLAIMS AGREEMENT PARTIES:

A. Claims falling within the scope of the LMA9150 to be agreed by Contract Leader only on behalf of all (re)insurers subscribing (1) to this Contract on the same contractual terms (other than premium and brokerage) and (2) to the Single Claim Agreement Party. For the purposes of calculating the Threshold Amount, the sterling rate on the date that a financial value of the claim is first established by the Contract Leader shall be used and the rate of exchange shall be the Bank of England spot rate for the purchase of sterling at the time of the deemed conversion.

#### B. For all other claims:

i) For Lloyd's syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Lead Arrangements, the second Lloyd's syndicate is as defined in the electronic placing system except where shown below:

Where the leading and / or second Lloyd's syndicate is not defined within this heading or the electronic placing system, then the leading Lloyd's syndicate shall be the Lloyd's Bureau Leader.

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The second Lloyd's syndicate shall be:

- 1. For physical (non-electronic) placements, the first Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp);
- For electronic trading platform placements, the largest Lloyd's syndicate stamp (excluding the Lloyd's Bureau Leader stamp).

In the event that two or more stamps are implicated, the second Lloyd's syndicate shall be the earliest of the corresponding lines entered on the electronic trading platform.

ii) Those companies acting in accordance with the IUA claims agreement practices, excepting

those that may have opted out via iii below.

The first ILU company (re)insurer and, where required by ILU practices, the second ILU company (re)insurer is as defined in the electronic placing system except where shown below:

Where the first and / or second ILU company (re)insurer is not defined within this heading or the electronic placing system, then the leading ILU company (re)insurer shall be the ILU Bureau Leader. The second ILU company (re)insurer shall be nominated by the first ILU claims agreement party in the event of a claim.

The first LIRMA company (re)insurer is as defined in the electronic placing system herein except where shown below:

Where the first LIRMA company (re)insurer is not defined within this heading or the electronic placing system, then the first LIRMA company (re)insurer shall be the LIRMA Bureau Leader.

iii) Those IUA company (re)insurer(s) that have specifically elected to agree claims in respect of their own participation:

None.

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iv) All other subscribing (re)insurers, each in respect of their own participation, that are not party

to the Lloyd's or IUA claims agreement practices, agree to follow the decisions of the Contract Leader and / or Lloyd's and IUA claims agreement parties, excepting those that may have opted out below.

Where Lloyd's Insurance Company S.A. participates on the contract, the leading managing agent and second managing agent, where applicable, shall agree claims on behalf of Lloyd's Insurance Company S.A.. The leading managing agent and second managing agent is as defined in the electronic placing system except where shown below:

Where the leading and / or second managing agent is not defined within this heading or the electronic placing system, then the leading managing agent shall be the Bureau Leader acting on behalf of Lloyd's Company S.A..

The second managing agent shall be:

- 1. For physical (non-electronic) placements, the first managing agent stamp acting on
  - behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.);
- 2. For electronic placements, the first managing agent stamp acting on behalf of Lloyd's Company S.A. (excluding the Bureau Leader stamp acting on behalf of Lloyd's Company S.A.).

In the event that two or more stamps are implicated, the second managing agent shall be the first stamp to appear after leading managing agent or, when stamps have been obtained electronically, the earliest of the corresponding lines entered.

Where the Lloyd's and IUA claims agreement parties disagree, all other subscribing (re)insurers agree each in respect of their own participation.

V) Notwithstanding anything contained in the above to the contrary, any exgratia payments to be agreed by each (re)insurer for their own participation.

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# CLAIMS ADMINISTRATION:

Marsh Limited and (re)insurers agree that any claims hereunder (including any claims related costs/fees) that are in scope and supported by Electronic Claims File (ECF) will be notified and administered via ECF with any payment(s) processed via CLASS, unless both parties agree to do otherwise.

Where claims or circumstances are not administered via ECF, notification, administration and payment(s) will be electronic or paper file.

Where a Lloyd's syndicate or IUA company is not an agreement party to the claim or circumstance (per CLAIMS AGREEMENT PARTIES A. above), they agree to accept correct ECF sequences for administrative purposes to ensure information is circulated to all subscribing parties.

Claims, or any element thereof, settled in a currency for which Marsh Limited do not hold a banking account will be agreed using a notional rate of exchange which is subject to adjustment. Any difference greater than GBP 1,000 per payment or in the aggregate, to be paid by or refunded to (re)insurers as appropriate.

Extension of time to file a proof of loss to be agreed

- a) if the contract leader is a non-Lloyd's (re)insurer, by the contract leader and Lloyd's Claims Agreement Parties only;
- b) if the contract leader is a Lloyd's (re)insurer, by the Lloyd's Claims Agreement Parties only.

Notwithstanding any contrary provisions concerning notification contained in applicable contract documentation to which this agreement applies and in the absence of a condition specifically nominating a party to whom notice must be given (other than (re)insurers) and provided that notification otherwise fully satisfies policy conditions then the (re)insured will be regarded as having complied with contract notification provisions when Marsh Limited or its subsidiary or successor entities receives notification by email, facsimile or post.

RULES AND EXTENT
OF ANY OTHER
DELEGATED CLAIMS
AUTHORITY:

None, unless otherwise specified here by any of the claims agreement parties shown above.

EXPERT(S) FEES COLLECTION:

Expert fees payable by (re)insurers for services performed on their behalf to be collected by the expert or their appointed fee collection service provider.

SETTLEMENT DETAILS:

Settlement Due Date: 90 days from inception

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# BUREAU(X) ARRANGEMENTS:

De-linked accounts to be presented by Marsh Limited to Velonetic.

Bureau re(insurers) agree to allow Velonetic not to 'group' associated de-linked signings. Each individual de-linked signing may be released for settlement to Velonetic independently of any other associated items.

Presentation to Velonetic of a contract with a premium payment warranty (PPW), premium payment condition (PPC) or prompt payment condition for a signing number and date within the timeframe specified within the warranty or condition shall be sufficient evidence of compliance and payment to all (re)insurers participating hereon. Subsequent rejection shall not affect the fact that the warranty/condition and/or the settlement due date (SDD) has been met by the original presentation and therefore no further update of the due date is required.

Where the premium is to be paid through Velonetic, payment to (Re)Insurers will be deemed to occur on the day that a delinked premium is released for settlement by the Appointed Broker. Where payment on such day complies with payment prior to the application of any Notices of Cancellation issued, then these Notices of Cancellation are automatically deemed complied with and withdrawn.

Marsh Limited are authorised to release premium (including taxes) from individual cedants/territories as and when received.

In respect of the LSW3001 (Amended) or any other Premium Payment Clause, the SDD will automatically be amended to the date the premium is paid to (re)insurers.

Where any SDD, PPW or PPC due date falls on a weekend or public holiday, presentation to Velonetic on the next working day will be deemed to be in compliance with such SDD, PPW or PPC.

(Re)Insurers agree that the second and subsequent premium instalments are taken down as additional premiums, other than annual re-signings.

In respect of additional premium signings the SDD will follow the same payment period allowed under the original premium payment terms. However, the payment period shall commence from the date of the final agreement of the endorsement or the effective date, whichever is the later.

In respect of non-settlement currencies:

Velonetic to accept settlement of premium in Pounds Sterling (GBP) converted at the rate of exchange at the date of receipt of payment by Marsh Limited. However, in the event Marsh Limited are paid in Pounds Sterling (GBP), U.S. Dollars (USD) or EUROS (EUR) then settlement will be made via Velonetic in GBP, USD or EUR as received by Marsh Limited.

Bureau (re)insurers agree to accept an interim For Declaration Only (FDO) signing.

In respect of lines obtained via an electronic trading platform, in the event the

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Settlement Due Date and/or the Allocation of Premium to Coding and/or Year of Account shown in the relevant heading of the MRC differ from that shown in the electronic trading platform Security Details/(re)insurers stamps, the information set forth on the electronic trading platforms shall take precedence.

# NON-BUREAU ARRANGEMENTS:

Where any Premium Payment Warranty (PPW) or Premium Payment Condition (PPC) due date falls on a weekend or public holiday, payment of premium by electronic transfer or any other relevant electronic settlement method on the next working day will be in compliance with such PPW or PPC.

Where (re)insurers have agreed to regular (weekly/monthly/quarterly) accounting, the PPW or PPC due date shall be overridden by the accounting agreement.

# NOTICE OF CANCELLATION PROVISIONS:

Unless specifically detailed in the policy wording or clauses to the contrary, any Notice of Cancellation shall be issued to the broker by the following means:

By an email to Marsh Limited at cybernoc@marsh.com.

Failure to comply with this delivery requirement will make the notice null and void. In respect of email, delivery of the notice in accordance with this delivery requirement is effective immediately that it is sent unless the underwriter receives a notice of failure of delivery irrespective of whether the broker has acknowledged receipt. In the case of a letter proof of sending the notice in accordance with this delivery requirement shall be deemed to be sufficient evidence of compliance irrespective of whether the broker has acknowledged receipt.

If notice is given by the Contract Leader on behalf of all participating (re)insurers, the broker will provide all followers with a copy of the notice without undue delay and in any event prior to expiry of the Notice.

# ELECTRONIC TRADING PLATFORM ARRANGEMENTS:

(Re)Insurers instruct Velonetic to accept tax schedules and/or any documents in the electronic trading platform data pack, without sight of agreement from (re)insurers on the understanding that Marsh Limited has obtained agreement thereto from the applicable (re)insurers via the electronic trading platform.

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## FISCAL AND REGULATORY SECTION

TAXES PAYABLE AND None.

**ADMINISTERED BY** (RE)INSURER(S):

**REGULATORY RISK** 

LOCATION:

**Risk Location** 

Territory: Mozambique

**Premium Allocation: 100%** 

Stamp duty 5%

Surtax 1.5%

**OVERSEAS BROKER:** [[DefinedData12]]Direct (re)insured.

**ALLOCATION OF PREMIUM TO** 

CODING:

**Risk Code** 

Risk Code: CY

Reinsurance

**Premium Allocation: 100%** 

Where (re)insurer(s) have provided only one (re)insurer reference, the (re)insurer(s)

agree that this reference will apply to all Risk Codes detailed herein.

**PREMIUM SIGNING:** Signed for Period

**REGULATORY** 

**CLIENT** 

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**CLASSIFICATION:** 



## **BROKER REMUNERATION AND DEDUCTIONS**

FEE PAYABLE BY CLIENT:

Yes

