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Momentum Underwriting Management Ltd.

INTERNATIONAL WORDING

Reinsurance Agreement No. _____ made between

(hereinafter called the Company) and

Transatlantic Reinsurance Company

(hereinafter called the Reinsurer)

ARTICLE 1 *Term of Agreement.* This agreement shall apply to accidents occurring during the period commencing the _____ and ending the _____ both days inclusive.

ARTICLE 2 *Territory.* This agreement shall apply to accidents occurring anywhere in the world.

ARTICLE 3 *Classes of Policies Covered.* This agreement shall apply to all policies and binding authorities of insurance and reinsurance written by the Company being:-

ARTICLE 4 *Exclusions.* This agreement excludes all claims arising out of:-

- a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- b) Acts of Terrorism.
- c) Radioactive Contamination, whether arising directly or indirectly.
- d) Participation in any pool of Insurers and/or Reinsurers, Reinsurance assumed other than pro-rata facultative, Excess of Loss Reinsurance, howsoever written.
- e) Airline personnel and air crew.
- f) Professional sports men, women and teams.
- g) Ships crews.
- h) Regular armed forces.
- i) Airport Coupon and Ticket business.
- j) Travel Agency business.
- k) Long term disability and/or salary continuance business.
- l) Travel Card, Charge Card and Credit Card business.
- m) Any form of reimbursement of Liability settlements.
- n) Death from any cause other than accidental.
- o) Employers liability, Jones Act, USL&H, E.C.O. (other than consult and concur) occupational disease (other than sudden and accidental) and cumulative trauma.

ARTICLE 5 *Insuring Clause.* The Reinsurer hereby agrees to indemnify the Company for that part of its ultimate net loss which exceeds _____ on account of each and every accident occurrence and the sum recoverable under this agreement shall be up to but not exceeding _____ ultimate net loss on account of each and every accident occurrence (subject to the provisions of Article 11).

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The first _____ shall be retained net by the Company and not reinsured in any way. However, it is understood and agreed that the Company have an underlying reinsurance for _____ each and every accident occurrence, recoveries under which shall be disregarded in computing the ultimate net loss hereunder.

ARTICLE 6

Definitions. The words "Accident Occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophic accident. However the duration and extent of any one accident occurrence so defined shall be limited to both:

- i) an accident occurrence resulting in the death and/or dismemberment and/or permanent total disablement of two (2) or more persons insured by the Company, and
- ii) 72 consecutive hours and within a 100 mile radius for any "loss occurrence", and no individual loss which occurs outside such period shall be included in that accident occurrence.

The Company may choose the date and time when any such period of consecutive hours commences and also the specific 100 mile radius determining a "loss occurrence". If any catastrophic accident is of greater duration than the above period/s, the Company may divide that catastrophic accident into two or more "accident occurrences", provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Company in that catastrophic accident.

The word "death" shall mean:-

- i) In the case of personal accidental death policies, any accidental death which qualifies for benefits under the original insuring clause issued to the insured by the Company and occurs directly and independently of all other causes within Twelve (12) calendar months from the date of the accident occurrence causing such death. and
- ii) In the case of life insurance, any death as a result of accidentally drowning, asphyxiation or poisoning or bodily injuries sustained solely through external violent and accidental means directly and independently of all other causes within Twelve (12) calendar months from the date of accident occurrence causing such death.

The words "dismemberment" and "permanent total disablement" shall mean any dismemberment or permanent total disablement which qualifies for benefits under the original policy issued by the Company.

ARTICLE 7

Ultimate Net Loss. The term "ultimate net loss" shall mean the sum actually paid by the Company in respect of any accident occurrence including expenses of litigation, if any, and all other loss expenses of the Company (excluding, however, office expenses and salaries of officials of the Company) but salvages and recoveries, including recoveries from all other reinsurances, other than underlying reinsurances provided for therein, shall be first deducted from such loss to arrive at the amount of liability, if any, attaching hereunder. All salvages, recoveries or payments recovered or received subsequent to any loss settlement hereunder shall be applied as if recovered or received prior to the aforesaid settlement, and all necessary adjustments shall be made by the parties hereto. Nothing in this clause shall be construed to mean that a recovery cannot be made hereunder until the Company's net loss has been ascertained.

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ARTICLE 8 *Net Retained Lines.* This agreement shall only protect that portion of any insurance or reinsurance which the Company, acting in accordance with its established practices, retains net for its own account. Reinsurer's liability hereunder shall not be increased due to an error or omission which results in an increase in the Company's normal net retention nor by the Company's failure to reinsure in accordance with its normal practice, nor by the inability of the Company to collect from any other Reinsurer any amounts which may have become due from them whether such inability arises from the insolvency of such other Reinsurer or otherwise.

ARTICLE 9 *Acts in Force Clause.* In the event of any change in the law affecting any business covered by this Agreement by which the Reinsurers liability hereunder is materially increased or extended the parties hereto agree to take up for immediate discussion a suitable revision in the terms of the Agreement. Failing agreement in a revision the present Agreement shall be automatically terminated as from the effective date of the change of law notwithstanding the provision of the Special Cancellation Clause.

ARTICLE 10 *Premium Clause.* The Company shall pay a deposit premium of _____ at the inception of this Agreement. As soon as possible after the expiration of this Agreement, the above deposit premium shall be adjusted to an amount equal to a rate of _____% applied to the Company's premium income as defined hereunder, subject, however, to a minimum premium of _____. The payment of any adjustment due between the parties being made at once.

ARTICLE 11 *Definition of Premium Income.* The term premium income shall mean the gross premium accounted for by the Company on business protected hereunder during the period of this Agreement, less any returned premiums and premiums paid for reinsurances recoveries under which inure to the benefit hereto.

ARTICLE 12 *Reinstatement.* In the event of any portion of the indemnity given hereunder being exhausted, the amount exhausted shall be automatically reinstated from the time of commencement of any accident occurrence to the expiry of this agreement. Payment of Additional Premium, if any, shall be made in the same currency(ies) in which the loss or losses are paid hereunder and shall be paid when the loss or losses hereunder are settled.

Any Additional Premium as specified shall be in respect of a total loss, lesser amounts shall be calculated at Pro-rata as to amount but 100% in respect of time. If a loss settlement is made prior to the adjustment of Premium, if any, then the Additional Premium shall be calculated provisionally on the Deposit Premium and adjusted when the final adjustment figures are available.

For all purposes of this Agreement losses shall be considered in chronological loss date order of their occurrence, but this shall not preclude the Reinsured from making provisional collections in respect of claims which may ultimately not be recoverable hereon. Nevertheless the Reinsurer's liability shall never be more than the limit of liability as stated in Article 5 in respect of any one accident occurrence, nor more than _____ times that limit in all in the policy period.

ARTICLE 13 *Extended Expiration Clause.* If this Agreement should expire or be terminated whilst an accident occurrence covered hereunder is in progress it is understood and agreed that, subject to the other conditions of this Agreement, the Reinsurer hereon is responsible as if the entire loss had occurred prior to the expiration of this Agreement, provided that no part of that accident occurrence is claimed against any renewal of this Agreement.

ARTICLE 14 *Underwriting Policy.* The Company undertakes not to introduce any change in its established acceptance and underwriting policy in respect of the classes of business to which this Agreement applies without prior approval of the Reinsurer and any reinsurance arrangements relating thereto shall be maintained or be deemed to be maintained unaltered for the purpose of this Agreement.

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ARTICLE 15 *Notification of Claim.* The Company undertakes to advise the Reinsurer as soon as possible of any circumstances likely to give rise to a claim hereunder together with an estimate of the Reinsurer's liability and thereafter keep the Reinsurer fully informed of any developments regarding the claim and the Reinsurer shall not be liable for any claim of which it has not been advised by the Company before the expiry of six months from the date upon which the Company received the first notice of any accident occurrence resulting in such a claim.

ARTICLE 16 *Loss Settlement.* All loss settlements made by the Company, provided same are within the terms of the original policies and within the terms of this Agreement, shall be unconditionally binding upon the Reinsurer and shall be payable by them upon reasonable evidence of the amount paid being given by the Company.

It is agreed, nevertheless, and notwithstanding anything hereinbefore contained, that no adjustment or compromise of any loss or claim, directly or indirectly occasioned by or contributed to by a peril not covered by the policy, shall be binding upon the Reinsurer unless the Reinsurer's assent to such adjustment or compromise shall previously have been obtained in writing.

ARTICLE 17 *Sunset and Commutation Clause.* Notwithstanding Errors and Omissions provisions, if any, to the contrary, coverage hereunder shall apply only to losses reported by the Company to the Reinsurer within three years from the expiration of this contract.

Notwithstanding any of the provisions of this contract, it is specifically agreed between the parties thereto that the Reinsurers shall have the right at any time to indicate to the Reinsured a desire to commute their full liability hereunder, but in any event no later than three years following the date of loss. The Reinsurers shall in such event pay to the Reinsured an amount to be mutually agreed between the parties. Such payment shall be understood by both parties to represent full and final settlement, and all obligations under the contract shall be understood to have been discharged.

ARTICLE 18 *Inspection.* The Reinsurer may at any time during normal office hours inspect and take copies of such of the Company's records and documents which relate to business covered under this Agreement. It is agreed that the Reinsurer's rights of inspection shall continue as long as either party has a claim against the other arising out of the Agreement.

ARTICLE 19 *Arbitration.*

All disputes and differences arising under or in connection with this contract shall be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and the third to be appointed by the two appointed arbitrators.

The third member of the Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The Arbitrators shall be persons (including those who have retired) with not less than ten years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

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The Tribunal will in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

The seat of arbitration shall be LONDON.

The proper law of this contract shall be the law of ENGLAND.

ARTICLE 20 *Rates of Exchange.* For the purpose of this Agreement currencies other than the currency in which this Agreement is written, shall be converted into such currency at the rates of exchange used in the Company's books, or where there is specific remittance for a loss settlement, at the rates of exchange used in making such remittance.

ARTICLE 21 *Intermediaries.* Messrs. _____ are recognised as the intermediaries negotiating this Agreement, through whom all communications relating thereto shall be transmitted to both parties.

ARTICLE 22 *Termination.*

- (i) Either party shall have the right to terminate this Agreement immediately by giving the other party notice:-
- (a) If the performance of the whole or any part of this Agreement be prohibited or rendered impossible de jure or de facto in particular and without prejudice to the generality of the preceding words in consequence of any law or regulation which is or shall be in force in any country or territory or if any law or regulation shall prevent directly or indirectly the remittance of any or all or any part of the balance of payments due to or from either party.
 - (b) If the other party has become insolvent or unable to pay its debts or has lost the whole or any part of its paid up capital.
 - (c) If there is any material change in the ownership or control of the other party.
 - (d) If the country or territory in which the other party resides or has its head office or is incorporated shall be involved in armed hostilities with any other country whether war be declared or not or is partly or wholly occupied by another power.
 - (e) If the other party shall have failed to comply with any of the terms and conditions of this Agreement.

All notices of termination in accordance with any of the provisions of this paragraph shall be by Facsimile or Electronic Mail and shall be deemed to be served upon despatch or where communications between the parties are interrupted upon attempted despatch. Such termination shall be confirmed, if possible, by registered mail.

- (ii) All notices of termination served in accordance with any of the provisions of this Article shall be addressed to the party concerned at its head office or at any other address previously designated by that party.
- (iii) In the event of this Agreement being terminated at any date other than that stated in Article 1, then the premium due to the Reinsurer shall be calculated upon the premium income of the Company up to date of termination or pro-rata temporise of the annual minimum premium, whichever is the greater. The rights and obligations of both parties to this agreement shall remain in full force until the effective date of termination.

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ARTICLE 23 *Parties.* This is an indemnity reinsurance agreement solely between _____ and the Reinsurer, and performance of the obligations of each party under this agreement shall be rendered solely to the other party. The acceptance of reinsurance hereunder shall not create any right or legal relation between the Reinsurer and the insured, beneficiary, or any other party to any policy reinsured hereunder.

ARTICLE 24 *Entire Agreement.* This agreement embodies all the terms of the mutual understanding existing between the parties with respect to the subject matter of this agreement. In particular, this agreement supersedes and replaces any and all written or oral arrangements, correspondence, conversations and documents made or exchanged between the parties hereto prior to the execution of this agreement with respect to the subject matter of this agreement.