**RISK DETAILS**

**UNIQUE MARKET**

**REFERENCE:** B0600V2447675

**TYPE:** Excess Premises Reinsurance

**INSURED:** BGFI Bank RDC SA

**PRINCIPAL**

**ADDRESS:** 128 Boulevard Du 30 Juin

Kinshasha Gombe

Democratic Republic of Congo

**REINSURED:** Societe Financiere D’Assurance du Congo

No 134 Avenue Boulevard du 30 Juin

Kinshasa Gombe,

Democratic Republic of Congo

**PERIOD:** From: 25th January 2024

To: 24th January 2025

Both Days Inclusive Local Standard Time at the Principal address

stated above

**INTEREST:** Cash, Securities and Other Property on premises as defined and per

Insuring Clause 2

**LIMIT:** **Head Office Only**

USD 2,000,000 in the Annual Aggregate

Excess of:

USD 2,000,000 Each and Every Loss

**TERRITORIAL**

**LIMITS:** Democratic Republic of Congo, Head Office Only, Vault Risk Only

**ORIGINAL**

**CONDITIONS:** This Policy follows the same terms and Conditions as far as applicable as the Insured’s Primary Policy B0600V2447673 but limited to Insuring Clause 2 On Premises of Section 1 Bankers Blanket Bond, limited to Vault Risk only for the above mentioned location only.

No Drop Down Clause. This Policy is in Excess of USD 2,000,000 each and every loss

Re-Issue Clause, as attached

Excluding Strike, Riots and Civil Commotions absolutely

Terrorism Exclusion as per NMA 2920

War and Civil War Exclusion, NMA 464, as attached

CL370 Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause.

JSC 2019-005 Cyber Exclusion, as attached

72 hour fidelity LSW 632, as attached

It is hereby a condition under this policy that the vault is to be open under dual control

Sanctions Clause, as attached

Alarm and Protection Maintenance Clause, as attached

JSC 2020-011 Communicable Disease Exclusion, as attached

**REINSURANCE**

**CONDITIONS:** Reinsurance Clause, as attached

Claims Control Clause, as attached

Terrorism Exclusion, NMA 2921, as attached

War and Civil War Exclusion, NMA 464, as attached

NMA 2795 (Amended) Special Cancellation Clause, as attached

Sanctions Clause, as attached

It is hereby understood and agreed that in the event that the underlying Bankers Blanket Bond / Computer Crime Policy is eroded by 50% or more therein by any loss then underwriters on this policy are to be notified as soon as practicable.

**CHOICE OF LAW**

**AND JURISDICTION:** In case of any dispute arising out of this Reinsurance, the same shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

**SUBJECTIVITIES:** **Subject to receipt of the following which are to be seen and deemed satisfactory by Reinsurers with 21 days of Inception, otherwise Reinsurers reserve the right to amend the terms and conditions:-**

1. Signed and Dated No Material Changes Declaration

**ANNUAL**

**PREMIUM:** USD 35,625 (100%)

**PREMIUM**

**PAYMENT**

### **TERMS:** LSW 3000 – Premium Payment Warranty (120 days)

**TAXES PAYABLE BY**

**INSURED AND**

**ADMINISTERED BY**

**INSURER(S):** None Applicable

**RECORDING,**

**TRANSMITTING**

**AND STORING**

**INFORMATION:** CBC UK Limited

Mansell Court, 69 Mansell Street, London E1 8AN

Maintains risk and claim data / information / documents and may hold data / information / documents electronically

**INSURER**

**CONTRACT**

**DOCUMENTATION:** This document details the contract terms entered into by the insurer(s), and constitutes the contract document.

Any further documentation changing this contract, agreed in accordance with the contract change provisions set out in this contract, shall form the evidence of such change

**NOTICE OF**

**CANCELLATION**

**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 Slip Leader is authorised to issue such notice on behalf of all participating (re)insurers; and (optionally)

Any (re)insurer may issue such notice in respect of its own participation.

The content and format of any such notice should be in accordance with the ‘Notice of Cancellation’ standard, as published by the London Market Group (LMG), or their successor body, on behalf of London Market Associations and participants. However failure to comply with this standard will not affect the validity of the notice given.

The notice shall be provided to the broker by the following means:

By an email to [broker.contact@cbcinsurance.co.uk](mailto:broker.contact@cbcinsurance.co.uk) and [enquiries@cbcinsurance.co.uk](mailto:enquiries@cbcinsurance.co.uk)

Failure to comply with this delivery requirement will make the notice null and void. Satisfactory delivery of the notice will cause it to be effective irrespective of whether the broker has acknowledged receipt.

**INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

* 1. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  2. any chemical, biological, bio-chemical, or electromagnetic weapon.

CL 370

All other terms and conditions remain unchanged.

**Cyber Exclusion**

**(Targeted Cyber Attack Write-Back)**

1. Subject to paragraphs 2, 3 and 5 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:
   * 1. the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
     2. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any tangible weapon or missile.

1. It is understood and agreed that paragraph 1 shall not apply to an otherwise covered physical loss of or physical damage to the property insured caused by a Targeted Cyber Attack. The burden of proving cover under this write-back shall be on the Insured.
2. For the purpose of paragraph 3, Targeted Cyber Attack means the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system where the motive is to inflict harm solely on (or upon) the Insured or the Insured's property.
3. Property insured by this policy does not include electronic data, unless and to the extent that this is expressly stated otherwise elsewhere in this policy.

JS2019-005

22 November 2019

FIDELITY COVERAGE RIDER

**72 Hour Fidelity Cover**

Notwithstanding Exclusion C of this insurance, **insured property** is covered against physical loss or physical damage directly or indirectly caused by or contributed to by the dishonesty or collusion of an employee of the Assured provided that such loss or damage is discovered within 72 hours of its occurrence. Saturdays, Sundays and official U.S public holidays do not count towards the discovery period.

**For the purpose of this Rider only**, the word employee shall mean a natural person in the service of the Assured who is subject to the Assured's direction and control and is compensated directly by the Assured in the form of wages or salary.

**For the purposes of this Rider only**, employee does not mean:

1. An Agent, broker, commission merchant, consignee, independent contractor, representative or other person acting in the same or similar capacity; or

2. A director, owner or partner of the Assured.

This additional coverage shall not apply to any employee from and after the time that the Assured or any partner or officer thereof not in collusion with such employee shall have knowledge or information that such employee has committed any fraudulent or dishonest act in the service of the Assured or otherwise, whether such act be committed before or after the date of employment by the Assured.

**Except as set forth above**, the additional coverage is subject to all the terms, conditions and exclusions of this insurance.

01/94

LSW632

**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.

(JC2010/014 - 11 August 2010)

**NO TACIT OR AUTOMATIC RENEWAL**

It is hereby understood and agreed that there shall be no tacit or automatic renewal of this

policy.

All other terms and conditions remain unchanged.

**WAR AND CIVIL WAR EXCLUSION CLAUSE**

**(Approved by Lloyd's Underwriters' Non-Marine Association)**

Notwithstanding anything to the contrary contained herein the Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war to 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.

1/1/38

N.M.A. 464

**Alarm & Protection Maintenance Clause**

It is a condition precedent to all liability of the Underwriters as regards loss or damage by theft that all the protections provided for the safety of the Insured property shall be maintained in good order throughout the currency of this insurance and that they are in fully effective operation when the premises are unattended and that such protections shall not be withdrawn or varied to the detriment of the interest of the Underwriters without their consent, unless beyond the control of the insured.

**TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2920 - 08/10/2001

**Communicable Disease Endorsement**

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, liability, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes, but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

JS2020-011

23 June 2020

**RE-ISSUE CLAUSE**

In the case of loss of or damage to the insured Securities resulting from any accident, fire or other cause covered hereunder, the Underwriters’ liabilities hereunder shall be limited to the expenses and/or charges incurred by the Insured in reprinting and obtaining the re-issue of the lost or damaged Securities.

Notwithstanding the foregoing, should such Securities previously considered to be totally destroyed, or irretrievably lost be subsequently presented by third parties and ultimately be so honoured by the issuer, then the Underwriters hereon will indemnify the Insured for the full value of the said Securities as honoured by the issuer up to the Policy limit.

All other terms and condition remain unchanged.

**REINSURANCE CONDITIONS**

**CLAIMS CONTROL CLAUSE**

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, but in any event within 30 days of the Reinsured becoming aware of such circumstance and/or 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 Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and/or settlement of such claim notified to the Reinsurer(s) as aforesaid.

(d)  No settlement and/or compromise shall be made and no liability admitted without the prior approval of Reinsurers

All other terms and conditions remain unchanged

**TERRORISM EXCLUSION ENDORSEMENT (Reinsurance)**

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2921

08/10/2001

**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.

(JC2010/014 - 11 August 2010)

**SPECIAL CANCELLATION CLAUSE**

In the event that an Reinsurer:

(a) ceases underwriting (wholly) 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 Reinsurance business withdrawn, or

the Reinsured may terminate that Reinsurer’s participation on this risk forthwith by giving notice and the premium payable to that Reinsurer shall be pro rata to the time on risk unless there is a claim or circumstance, in which event the premium is fully earned.

NMA 2975 (Amended)

All other terms and conditions remain unchanged.

**WAR AND CIVIL WAR EXCLUSION CLAUSE**

**(Approved by Lloyd's Underwriters' Non-Marine Association)**

Notwithstanding anything to the contrary contained herein the Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war to 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.

1/1/38

N.M.A. 464

**PREMIUM PAYMENT CLAUSE**

The (Re)Insured undertakes that premium will be paid in full to Underwriters within 120 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 Underwriters by the 120th day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters 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 Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters 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 Underwriters 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 Underwriters 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 Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters 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 Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01

LSW3000

**INFORMATION**

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

Client Submission prepared by client and seen by all participants hereon and held on file by CBC UK Limited

Proposal Form Signed and Dated: 24th October 2023

Notice of Claims: To Insurers via:-

CBC UK Limited

69 Mansell Street

London

E1 8AN

**SECURITY DETAILS – INSURER’S LIABILITY**

**LMA3333 – (Re)Insurer’s Liability Several Not Joint**

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

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

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

**Proportion of Liability**

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

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

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

**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.

**WRITTEN**

**LINES:**

Mode of Execution:

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

* Electronic signature technology employing computer software and digital signature or digitizer pen pad to capture a person’s handwritten signature in such 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 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 original ink signature of paper documents;
* An original written ink signature of paper 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 the 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.

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 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 this will mean NCED (notice of cancellation at expiry date). This DOES not affect the right of the (re)insurer to issue Notice of Cancellation in accordance with the contract terms.

WRITTEN LINES:

As shown below and, where placed electronically either wholly or in part via Placing Platform Limited (PPL) in the PPL Security Details.

**WRITTEN**

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

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

|  |  |
| --- | --- |
| **SIGNED LINE %** | **WRITTEN LINE(S)** |

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

**SUBSCRIPTION AGREEMENT**

**SLIP LEADER:** Ascot Syndicate 1414

**BASIS OF**

**AGREEMENT TO**

**CONTRACT CHANGES:** GUA (Version 2.0 February 2014) with Non–Marine Schedule (October 2001)

**OTHER AGREEMENT**

**PARTIES FOR** Slip leader only to agree part two changes.

**CONTRACT CHANGES,**

**FOR PART 2 GUA CHANGES**

**ONLY:**

**AGREEMENT PARTIES**

**FOR CONTRACT** None applicable

**CHANGES, FOR THEIR**

**PROPORTION ONLY:**

**BASIS OF CLAIMS**

**AGREEMENT:** Claims to be managed in accordance with:

i) The Lloyd’s Claims Scheme (Combined), or as

amended or any successor thereto.

*(N.B. The applicable Scheme/part will be determined by the rules and scope of the Scheme(s)).*

ii) IUA claims agreement practices.

iii) The practices of any company(ies) electing to agree

claims in respect of their own participation.

**CLAIMS AGREEMENT**

**PARTIES:** i) For Lloyd’s syndicates

The leading Lloyd's syndicate and, where required by the applicable Lloyd's Claims Scheme, the second Lloyd's syndicate.

The second Lloyd’s Syndicate is **Beazley**

ii) Those companies acting in accordance with the IUA

claims agreement practices, excepting those that

may have opted out via iii below.

iii) Those companies that have specifically elected to agree

claims in respect of their own participation.

iv*)* All other subscribing insurers that are not party to the

Lloyd’s/IUA claims agreement practices, each in

respect of their own participation.

**CLAIMS**

**ADMINISTRATION:** CBC UK Ltd and insurers agree that any claims hereunder

(including any claims related costs/fees) will be notified and

administered via ECF with any payment(s) processed via

CLASS, unless both parties agree to do otherwise.

**RULES AND EXTENT**

**OF ANY OTHER**

**DELEGATED CLAIMS**

**AUTHORITY:** None, otherwise specified here by any of the claims agreement parties shown above.

**EXPERT(S) FEES**

**COLLECTION:** CBC UK Ltd to collect fees for all contract security (insurers), including overseas.

**SETTLEMENT DUE**

**DATE:** 25th May 2024

**BUREAUX**

**ARRANGEMENTS:** Policy signing and accounting as required to be presented by Lloyd’s Broker to Xchanging Ins-Sure Services Ltd.

Resiginings, Off Slips and/or Signing Slips to be agreed by Slip Leader only.

In the event that a premium payment warranty applies which has a different date to the settlement due date, Xchanging are hereby authorised to amend the settlement due date to match the premium payment warranty. This agreement shall be binding on all bureau Insurers.

**NON – BUREAUX**

**ARRANGEMENTS:** None

**FISCAL AND REGULATORY**

**TAX PAYABLE BY**

**INSURER(S):** None

**COUNTRY OF**  Democratic Republic of Congo

**ORIGIN:**

**REGULATORY RISK**

**LOCATION:** Democratic Republic of Congo

**OVERSEAS**

**BROKER AND**

**ADDRESS:** AIB DRC SARL, Prins van Luikschool, Av de la Gombe, Gombe, Kinshasa, DRC

**US CLASSIFICATION:** Not Applicable

**ALLOCATION OF**

**PREMIUM TO**

**CODING:** GS 100%

**ALLOCATION OF**

**PREMIUM TO YEAR**

**OF ACCOUNT:** 2024

**REGULATORY CLIENT**

**CLASSIFICATION:**Reinsurance