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Unionamerica Insurance Co. Ltd. &/or Continental Insurance Co. of New York underwritt EINSURED Management Co. Ltd. 12 months at 1st March, 1978, Losses occurring d >ERIOD Excess Loss Reinsurance CYPE . To indemnify the Reinsured for all losses of wha in respect of business written into the Reinsure CLASS Account. Wheresoever arising. TERRITORIAL SCOPE £62,500 or US. or C\$125,000 each & every loss IN EXCESS OF AN ULTIMATE NETT LOSS OF £62,500 or US. or C\$125,000 each & every loss. Two full reinstatements, the first at 50% additi-REINSTATEMENT the second at 100% additional premium. £ 6.710 ... plus US\$ 51. in four equal instalments in account in advance. PREMIUM 10% Reinstatement 5%. DEDUCTIONS Ultimate Nett Loss Clause (amended to allow Rein benefit of underlying recoveries on other Excess GENERAL CONDITIONS Losses Discovered or Claims Made Clause. Definition of each & every loss. Currency Conversion Clause. Aggregate Extension Clause, in respect of Liabil: Indemnity business only. Standard Run Off Clause, No. 1, risks written bas Excluding Atomic Energy Pool Slips & similar bus Underwriters undertake not to reinsure. Nuclear Incident Exclusion Clauses, Reinsurance, to American Co-reinsurers (if any). Non-Marine London Market War Exclusion Clause (19

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Attaching to and forming part of Policy No. R. 40847

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This reinsurance is to cover the liability of the Unionamerica Insurance Co. Ltd. and/or the Continental Insurance Co. of New York underwritten for by the Unionamerica Management Co. Ltd. (hereinafter called "the Reinsured") for all losses howsoever and wheresoever arising under all policies and/or contracts of Reinsurance written into their L.M.X. Account, subject however to the following terms and conditions:

INSURING CLAUSE

This reinsurance is only to pay the excess of an Ultimate Nett Loss to the Reinsured of £62,500 or US. or C\$125,000 each and every loss with a limit of liability to the Reinsurers of £62,500 or US. or C\$125,000 each and every loss.

PERIOD

This reinsurance covers all losses as herein defined occurring during the period commencing with the 1st March, 1978 and ending with the 28th February, 1979 both days inclusive, Local Standard) Time at the place where the loss occurs.

In the event of the Reinsured ceasing underwriting it is agreed to indemnify the Reinsured for losses occurring during the period of 12 months from the expiry date hereof in respect of policies &/or contracts &/or covers written on or prior to such expiry date at an additional premium to be agreed, but not exceeding 50% of the premium hereunder subject to satisfactory record; in the event of this reinsurance not being renewed for any other reason then at an additional premium to be agreed.

This reinsurance may be extended for such further periods of "run off" if required by the Reinsured at premium to be agreed, it being understood and agreed that each annual period shall be deemed a separate reinsurance.

It is understood and agreed that the Reinsured must elect to accept the "run off" provision before the effective date if such "run off" is required.

EXTENSION OF PROTECTION CLAUSE

If this reinsurance should expire whilst a loss and/or occurrence and/or catastrophe and/or disaster and/or calamity and/or series of losses and/or occurrences and/or catastrophes and/or disasters and/or calamities arising out of one event is in progress, it is agreed that subject to the other conditions of this reinsurance, the Reinsurers shall pay their proportion of the entire loss or damage, provided that the loss and/or occurrence and/or catastrophe and/or disaster and/or calamity and/or series of losses and/or occurrences and/or catastrophes and/or disasters and/or calamities arising out of one event commenced before the time of expiration of this reinsurance.

LOSSES DISCOVERED OR CLAIMS MADE CLAUSE

It is understood and agreed that as regards losses arising under policies and/or contracts covering on a "losses discovered" or "claims made" basis, that is to say, policies and/or contracts in which the date of discovery of the loss or the date when the claim is made determines under which policy or contract the loss is collectible, such losses are covered hereunder irrespective of the date on which the loss occurs provided that the date of the discovery of the loss, in respect of policies and/or contracts on a "losses discovered" basis or the date the claim is made, in respect of policies and/or contracts on a "claims made" basis, falls within the period of this reinsurance.

For the purpose of the foregoing the date of the first discovery of a loss occurrence or the date a claim is first made, shall be the date applicable to the entire loss and the Reinsurers shall be liable for their proportion of the entire loss irrespective of the expiry date of this reinsurance provided that such date falls within the period of this reinsurance.

ULTIMATE NETT LOSS CLAUSE

The term "Ultimate Nett Loss" shall mean the sum actually paid by the Reinsured in settlement of losses or liability after making deductions for all recoveries, all salvages and all claims upon other reinsurances, whether collected or not, and shall include all adjustment expenses arising from the settlement of claims other than the salaries of employees and the office expenses of the Reinsured. All salvages, recoveries or payments recovered or received subsequent to a loss settlement under this reinsurance shall be applied as if recovered or received prior to the aforesaid settlement and all necessary adjustments shall be made by the parties hereto. Provided always that nothing in this clause shall be construed to mean that losses under this reinsurance are not recoverable until the Reinsured's Ultimate Nett Loss has been ascertained. It is understood and agreed that where the Reinsured have in effect other Excess of Loss Contract(s) underlying recoveries thereunder shall inure to their sole benefit and shall not be taken into account when calculating the Ultimate Nett Loss hereunder.

DEFINITION OF "EACH AND EVERY LOSS"

For the purpose of this reinsurance the term "each and every loss" shall be understood to mean each and every loss and/or occurrence and/or catastrophe and/or disaster and/or calamity and/or series of losses and/or occurrences and/or catastrophes and/or disasters and/or calamities arising out of one event.

PREMIUM CLAUSE

The premium for this reinsurance shall be £6,710 plus US\$51,000 in full, payable in four equal quarterly instalments in advance.

CURRENCY CONVERSION CLAUSE

(i) Not to apply to United States or Canadian Dollars

Losses, if any, arising on policies &/or contracts underwritten by the Reinsured in currencies other than the above shall be converted into Sterling at the rate of exchange ruling in London on the date of the settlement of the original loss.

(ii) Losses involving payment in both United States Dollars &/or Canadian Dollars and Sterling

In the event of the Reinsured becoming involved in a loss requiring payment in Sterling and United States Dollars and/or Canadian Dollars, the excess and indemnity hereunder shall be apportioned in the proportion that the amount of each currency bears to the total amount of the loss sustained by the Reinsured. For the purpose of calculating the excess & indemnity hereunder the amounts involved shall be reduced to a common currency using the same ratio as established in the Insuring Clause.

REINSTATEMENT CLAUSE

In the event of loss or losses occurring under this reinsurance, it is hereby mutually agreed to reinstate this reinsurance to its full amount as set out in the Insuring Clause from the time of the occurrence of such loss or losses until expiry of this reinsurance but nevertheless the Reinsurers shall never be liable for more than £62,500 or US. or C\$125,000 in respect of each and every loss nor for more than £187,500 or US. or C\$375,000 in all.

In respect of the first loss or losses aggregating to £62,500 or US. or C\$125,000 reinstated hereunder an additional premium of £3,355 plus US\$25,500 shall be payable.

In respect of the next loss or losses aggregating to £62,500 or US. or C\$125,000 reinstated hereunder an additional premium of £6,710 plus US\$51,000 shall be payable.

The foregoing premiums each being in respect of a Total Loss, lesser amounts being calculated in proportion. Such additional premium shall be paid by the Reinsured, when any loss or losses arising hereunder are settled, in the same currency or currencies in which the loss is paid. For the purpose of this calculation the aforementioned premium shall be converted to the currency involved by using the mean rates of exchange ruling in London on the date of inception of this reinsurance.

Losses hereunder shall be considered in 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.

In the event of the "run off" extension provided for herein being invoked it is hereby understood and agreed that the terms of this Reinstatement Clause shall apply separately to each annual "run off" extension except that the premium payable to reinstate shall be calculated on the same proportions of the premium paid for the "run off" extension.

NUCLEAR INCIDENT EXCLUSION CLAUSE

- (i) Applicable to American Reinsurers only
- (a) Other than U.S.A. and Canadian business.

This reinsurance does not cover any loss or liability accruing to the Reinsured as members of or subscribers to any association of Insurers or Reinsurers formed for the purpose of covering nuclear energy risks or as direct or indirect reinsurers of any such member, subscriber or association or any placings of a similar nature which are effected on the basis of Underwriters accepting nett absolutely lines and undertaking not to reinsure.

(b) U.S.A. and Canadian business.

It is understood and agreed that the "Nuclear Incident Exclusion Clauses - Liability Reinsurance, Physical Damage Reinsurance and Boiler and Machinery Reinsurance" as attached hereto shall be deemed to form an integral part hereof.

(ii) Applicable to all other Reinsurers

This reinsurance does not cover any loss or liability accruing to the Reinsured as members of or subscribers to any association of Insurers or Reinsurers formed for the purpose of covering nuclear energy risks or as direct or indirect reinsurers of any such member, subscriber or association or any placings of a similar nature which are effected on the basis of Underwriters accepting nett absolutely lines and undertaking not to reinsure.

EXCLUSIONS

This reinsurance does not cover:

Financial Guarantee or Insolvency.

Life business other than Accidental Death & Dismemberment.

loss or damage directly or indirectly occasioned by, happening through or in consequence of 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, but this exclusion shall not apply to business written in accordance with the Market War & Civil War Risks Exclusion Agreement nor to business outside the scope of such Agreement.

AGGREGATE EXTENSION CLAUSE (applicable to Liability & Professional Indemnity business only).

As regards liability incurred by the Reinsured for losses on risks covering on an aggregate basis, if required by the Reinsured, this reinsurance shall protect the Reinsured excess of the amounts as provided for herein in the aggregate any one such aggregate loss up to the limit of indemnity as provided for herein in all any one such aggregate loss.

Notwithstanding that this reinsurance is effected on a "losses occurring during the period" basis, all aggregate policies or contracts coming within the scope of this protection shall be covered on a "risks incepting during the period" basis. Furthermore, where an aggregate policy or contract is issued for limits relevant to an overall period greater than 12 months with an inception

date during the period of this reinsurance then such policy or contract shall be covered hereunder for the whole of its period notwithstanding any annual resignature. Long term policy periods with annual limits are to be treated as each annual period being a separate policy or contract with the anniversary date being regarded as the inception date. It is understood and agreed that the inception date of each declaration or "signing off" a contract shall govern its date of attachment to this reinsurance.

It is understood and agreed that policies or contracts to which such aggregate risks attach, effected directly and/or by way of reinsurance, in a series of "layers" (whether immediately excess of each other or otherwise) shall be deemed to be one aggregate risk for the purpose of this reinsurance provided such policies and/or contracts have inception dates during the period of this reinsurance.

Furthermore, in circumstances in which one event or occurrence or series of events or occurrences originating from one cause affects more than one policy or contract issued to different Insureds or Reinsureds, then, in such circumstances, a series of policies or contracts so issued shall be deemed to constitute one aggregate risk for the purpose of this reinsurance, provided that each policy or contract has inception during the period of this reinsurance. Nevertheless, in circumstances in which the policy or policies of more than one Insured are involved in an aggregation of losses, only that part of the aggregation concerned with and originating from the one cause shall be considered as being covered by this reinsurance in respect of each and every loss.

Notwithstanding the foregoing the Reinsured, as an alternative, have the option to extract from an aggregate policy or contract the amount of the loss sustained by them arising from any one accident and/or series of accidents arising out of one event in order that such loss can be added to the Reinsured's losses from accidents or series of accidents arising from the same event on other policies or contracts, provided that the loss occurs during the period of this reinsurance.

Notwithstanding anything herein contained to the contrary, it is understood and agreed that Excess of Loss Reinsurances written by the Reinsured on an aggregate basis issued in the name and for the account of a Lloyd's Syndicate or Insurance or Reinsurance Company protecting their whole account or a section of their account, shall not be covered hereunder on an aggregate basis. The foregoing exclusion shall not apply to aggregate liability assumed by the Reinsured on an "Each and every loss" contract containing an Aggregate Extension Clause.

For the purpose of paragraphs 4 and 5 of this Clause, the amount of a loss from one accident or series of accidents arising out of one event or cause on an aggregate policy or contract shall be deemed to be that percentage of the aggregate loss to the Reinsured on the original policy or contract that the total loss from the particular accident bears to the total aggregate losses to the original Insured or Reinsured on the business protected.

INSPECTION OF RECORDS

No further particulars shall be required by the Reinsurers but the books of the Reinsured, so far as they concern the policies and/or contracts falling within the scope of this reinsurance, shall be open to the inspection of an authorised representative of the Reinsurers at any reasonable time during the continuance of this reinsurance or of any liability hereunder.

AMENDMENTS AND ALTERATIONS

It is hereby understood and agreed that any amendments and/or alterations to this reinsurance that are agreed, either by correspondence and/or Broker's Slip endorsements, shall be automatically binding hereon and shall be considered to form an integral part hereof, subject nevertheless to the issue of a Contract Addendum, if specially requested by the Reinsurers.

NOTICE OF LOSS CLAUSE

All loss settlements made by the Reinsured, including compromise settlements, shall be unconditionally binding upon Reinsurers provided such settlements are within the conditions of the original policies and/or contracts and within the terms of this reinsurance, and amounts falling to the share of the Reinsurers shall be payable by them upon reasonable evidence of the amount paid being given by the Reinsured.

In the event of a claim arising hereunder notice shall be given to the Reinsurers through BLAND PAYNE REINSURANCE BROKERS LIMITED as soon as practicable, and all papers in connection therewith shall be at the command of the Reinsurers on this reinsurance or parties designated by them for inspection.

REINSURANCE CLAUSE

This reinsurance shall be deemed to be subject to the same terms, clauses and conditions as the original policies and/or contracts as far as they may be applicable hereto and shall pay as may be paid thereon, but subject nevertheless to the terms and conditions of this reinsurance.

ERRORS AND OMISSIONS CLAUSE

It is hereby understood and agreed that any inadvertent delays, omissions or errors made in connection with this reinsurance shall not be held to relieve either of the parties hereto from any liability which would have attached to them hereunder if such delay, omission or error had not occurred provided that rectification is made upon discovery. It is further agreed that in all things coming upon discovery of this reinsurance the Reinsurers shall share within the scope of this reinsurance the Reinsurers of the Reinsured.

ARBITRATION CLAUSE

All disputes or differences between the Reinsured and Reinsurers hereon in respect of this Reinsurance shall be referred to two Arbitrators, one to be chosen by each party, and such Arbitrators shall first choose an Umpire before entering upon the reference. If either of the parties fails to appoint its Arbitrator within four weeks after the other has requested arbitration, or if the two Arbitrators fail to agree within a further period of four weeks upon a third to act as Umpire, then the Arbitrator or the Umpire, as the case may be, shall be appointed by the Chairman or a Deputy Chairman of Lloyd's.

This Reinsurance shall be deemed a submission to arbitration within the meaning of the Arbitration Act for the time being in force, and all provisions thereof shall apply hereto except that the Arbitrators shall, in addition to any powers conferred upon them by the said Act, have power to call for and receive and act upon such evidence or information, oral or documentary, whether strictly admissible as evidence or not, as they may think proper.

The Arbitrators and the Umpire shall interpret this Reinsurance as an honourable engagement and they shall make their award with a view to effecting the general purpose of this Reinsurance in a reasonable manner, rather than in accordance with a literal interpretation of the language, the true intention of the parties being that the Reinsurers shall follow the fortunes of the Reinsured.

The Arbitration shall take place in LONDON and the costs thereof shall be borne by the parties thereto as may be directed by the Arbitrators or the Umpire, as the case may be.

This Reinsurance shall be governed by and construed in accordance with the Law of England.

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DETAILS OF LOSS: - D. C. 10 NIIOAA creek @ Chicago 25.5.79

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Certified that this is a true, complete and up to date copy of the original written slip or the initialled signing slip including all alterations up to the date of submission to LEPS (0)/LEU/ESAC.

Director

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Attachments

