

# UNIT OWNERS REINSURANCE CERTIFICATE

This Certificate is an accompanying document to the Policy Wording and must be read as one document. This document details the contract terms entered into by the insurer(s). For further details of your insurance cover please refer to the Additional Warranties, Terms, Clauses and Conditions section of this Certificate.

## POLICY DETAILS

<b>Policy Number:</b>	AURA19SANDS-1/3001
<b>Reinsured</b>	Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas
<b>Original Insured:</b>	The Individual Proprietors of Units at the Sands Resort

<b>Risk Location Address:</b>	<b>Original Insured Mailing Address:</b>
Grace Bay, Providenciales, Turks and Caicos	Grace Bay, Providenciales, Turks and Caicos
<b>Broker:</b>	JLT North America, JLT Re (North America) Inc., 1221 Brickell Avenue, Suite 1860 Miami, Florida, FL 33131

<b>Inception:</b>	31 <sup>st</sup> January	<b>2019</b>
<b>Expiry:</b>	31 <sup>st</sup> January	<b>2020</b>
Both Days at 12.00am Local Standard Time of the Property Insured		

## VALUES

Currency	USD	Sum Reinsured
Coverage A - Dwelling:		Nil
Coverage C - Personal Property:		\$ 3,391,000
Coverage D - Loss of Use/Loss of Rent Receivables:		\$ 1,161,000
<b>Total Sum Reinsured</b>		<b>\$ 4,552,000</b>

See Attached Schedule of Values For Further Breakdown (If Applicable)

## ORIGINAL DEDUCTIBLES

Peril	Amount	Basis
Windstorm, Hurricane, Earthquake & Flood	3%	of the Total Sum Insured Per Unit any one loss occurrence
All Other Perils	\$ 500	any one loss occurrence Per Unit

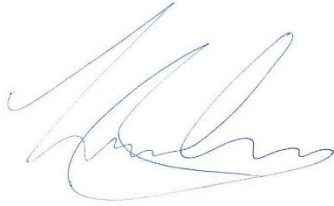
# UNIT OWNERS REINSURANCE CERTIFICATE

PREMIUM									
Order	100%								
Premium	\$ 40,058 Annual (100%)								
Payment Terms	PPW - 90 Days From Inception								
Insuring Agreement Wording									
Additional Warranties, Terms, Clauses and Conditions:	<p><b>AURA Unit Owners Wording 2019</b></p> <p>In consideration of the premium charged, and subject to the terms and conditions of this Contract as set out in this contract 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 Number TBC (or renewal or replacement thereof excluding Premium and Sum Reinsured, all ex gratia and without prejudice settlements) exceeding the Excess amount as set out in this contract up to the SUM REINSURED/ LIMITS OF INDEMNITY amount shown above. Furthermore the terms and conditions of this Reinsurance Contract override any conditions contained in Certificates issued by Reinsurers unless specifically otherwise agreed.</p> <p>Furthermore the terms and conditions of this Reinsurance Contract override any conditions contained in Certificates issued by Reinsurers unless specifically otherwise agreed.</p> <p>Reinsurers hereon agree that, if so requested, claim(s) payments hereon shall take place at the same time as settlement or advance of funds under the original policy.</p> <p>Reinsurers agree to waive advice of Reinsured's retention.</p> <p>Values Declared (And Incorrect Declaration Penalty) Condition as attached.</p> <p><b>Pre-Existing Damage Endorsement as attached.</b> Premium Payment Warranty – 90 Days</p> <p>LMA 5073 - Claims Control Clause. LMA 5170 – Insolvency Clause (Reinsurance) LMA 5022 – Law &amp; Jurisdiction Summons, Notice or Process: It is agreed that any summons, notice or process to be served upon the Underwriters for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon the person or persons named in the Certificate who have authority to accept service on their behalf.</p> <p>Loss of Rental Income Extension as attached</p>								
Overseas Law & Jurisdiction:	Turks and Caicos								
US Classification:	Non-regulated – Non US risk								
Nominee:	Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas								
Loss Payee:	<table border="1"> <thead> <tr> <th>Unit</th> <th>Unit Owner</th> <th>Loss Payee</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>5105</td> <td>Martin &amp; Lisa Stearns</td> <td>Scotiabank (Turks &amp; Caicos)</td> <td>USD 40,000</td> </tr> </tbody> </table>	Unit	Unit Owner	Loss Payee	Values	5105	Martin & Lisa Stearns	Scotiabank (Turks & Caicos)	USD 40,000
Unit	Unit Owner	Loss Payee	Values						
5105	Martin & Lisa Stearns	Scotiabank (Turks & Caicos)	USD 40,000						
Security:	Aura Underwriting issues this reinsurance Certificate which is provided by Certain Underwriters at Lloyd's, London in accordance with the authorisation granted under Binding Authority Agreement no. DIGAURA2019 and Lineslip UMR B1311CONS00700718								

# UNIT OWNERS REINSURANCE CERTIFICATE

Signed:

Date: 14<sup>th</sup> February 2019



.....  
Thomas Green – Associate Director  
For and on behalf of Participating Underwriters / Insurers

**DISCLOSURE OF MATERIAL FACTS-** Please note that it is your duty to disclose all material facts to Underwriters prior to inception of the policy, and to keep them advised of any changes to such facts or any new facts throughout the currency of the policy, and upon renewal of the policy. Underwriters reserve the right to cancel this policy from inception without notice in the event of misrepresentation or non-disclosure of any material fact. A material fact is a fact which may influence an Underwriter's judgment in their assessment of a risk. If you are in any doubt as to whether a fact is material we recommend that it be disclosed.

## Several Liability Notice

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

## Pre Existing Damage Exclusion

This insurance excludes loss, damage, cost or expense of whatever nature arising from or as a result of damage caused directly or indirectly by an occurrence that pre-dated the binding of this Policy. 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 on the insured.

## Law & Jurisdiction

This Insurance shall be governed by the laws of Turks and Caicos and subject to the exclusive jurisdiction of the courts of Turks and Caicos.

LMA5022  
14/09/2005

# UNIT OWNERS REINSURANCE CERTIFICATE

## Insolvency Clause (Reinsurance)

IN THE EVENT of the insolvency of the reinsured Company, this reinsurance shall be payable directly to the Company, or to its Statutory Successor (being its liquidator, receiver, conservator or other statutory successor) as instructed by the Statutory Successor on the basis of the liability of the Company without diminution because of the insolvency of the Company or because the Statutory Successor of the Company has failed to pay all or a portion of any claim. It is agreed, however, that the Statutory Successor of the Company shall give written notice to the Underwriters of the pendency of a claim against the Company indicating the policy or bond reinsured which claim would involve a possible liability on the part of the Underwriters within a reasonable time after such claim is filed in the conservation or liquidation proceeding or in the receivership, and that during the pendency of such claim, the Underwriters may investigate such claim and interpose, at their own expense, in the proceeding where such claim is to be adjudicated any defence or defences that they may deem available to the Company or its Statutory Successor. The expense thus incurred by the Underwriters shall be chargeable, subject to the approval of the court, against the Company as part of the expense of conservation or liquidation to the extent of a pro rata share of the benefit which may accrue to the Company solely as a result of the defence undertaken by the Underwriters.

LMA 5170  
16 March 2011

## Claims Control Clause

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:-

- a) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile or in writing immediately and in any event within 30 days.
- b) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified in accordance with a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably practicable.
- c) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments and settlements in connection with such claim or claims.
- d) No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

LMA5073  
29 June 2007

# UNIT OWNERS REINSURANCE CERTIFICATE

## Values Declared (And Incorrect Declaration Penalty) Condition

The premium for this policy has been based on a statement of values declared to and agreed by underwriters at the inception of this insurance and stated in the Certificate (“the Declared Values”).

If the Declared Values are less than 85% of the full replacement value immediately before the loss (“the Correct Values”) then any recovery under this policy will be limited to a percentage of the full claim, that percentage being the same as the proportion of the Declared Values to the Correct Values, so if the Declared Values are 70% of the Correct Values then only 70% of the claim will be payable.

### Example 1

Declared Value: \$600,000  
Correct Value: \$1,000,000  
Proportion of Declared Value to Correct Value: 60%

Full claim amount before deductible applied: \$250,000  
Payable claim amount before deductible applied: \$150,000

Only 60% of the claim is payable because the Declared Values are 60% of the Correct Values.

### Example 2

Declared Value: \$900,000  
Correct Value: \$1,000,000  
Proportion of Declared Value to Correct Value: 90%

Full claim amount before deductible applied: \$250,000  
Payable claim amount before deductible applied: \$250,000

Full claim is payable because the Declared Values are more than 85% of the Correct Values.

# UNIT OWNERS REINSURANCE CERTIFICATE

## Rental Income Extension

In consideration of the premium paid, and subject to the EXCLUSIONS, CONDITIONS AND LIMITATIONS of the Policy to which this Extension is attached, and also to the following ADDITIONAL CONDITIONS AND EXCLUSIONS, this Policy is extended to cover loss resulting from necessary untenantability caused by Direct Physical Loss or Damage, as covered by the Policy to which this Extension is attached, to property insured by this Policy.

In the event of such Direct Physical Loss or Damage, the Underwriters shall be liable for the actual loss sustained by the Insured resulting directly from such necessary untenantability, but not exceeding the reduction in Rental Income, as defined hereafter, less charges and expenses which are not necessary during the period of untenantability, for only such length of time as would be required, with the exercise of due diligence and dispatch to repair, rebuild or replace such part of the property as has been destroyed or damaged. However, such length of time shall not exceed **12 (Twelve)** months commencing with the date of such Direct Physical Loss or Damage and not limited by the expiration of this Policy.

For the purpose of this Extension "Rental Income" is defined as the sum of:

- (a) the anticipated gross rental income from tenant occupancy of the described property as furnished and equipped by the Insured, and
- (b) the amount of all charges which are the legal obligations of the tenants and which would otherwise be obligations of the Insured, and
- (c) the fair rental value of any portion of such property which is occupied by the Insured.

In determining Rental Income due consideration shall be given to the rental experience before the date of damage or destruction and the probable experience thereafter had no loss occurred.

### CONDITIONS

#### 1. Direct Loss or Damage

No claim shall be payable under this Extension unless and until a claim has been paid, or liability admitted, in respect of Direct Physical Loss or Damage to property insured under the Policy to which this Extension is attached and which gave rise to loss of Rental Income.

This Condition shall not apply if no such payment shall have been made, or liability admitted, solely owing to the operation of a Deductible in said Policy which excludes liability for losses below a specified amount.

#### 2. Values Declared (and Incorrect Declaration Penalty)

The premium for this Extension has been based on a statement of individual values declared to and agreed by the Underwriters at the inception of the Policy and stated in the Schedule.

If any of the individual values declared are less than the equivalent amount of the Co-insurance percentage, as stated in the Schedule, of the Rental Income values, then any recovery otherwise due hereunder shall be reduced in the same proportion that the individual value(s) declared bear to the value(s) that should have been declared and the Insured shall co-insure for the balance.

# UNIT OWNERS REINSURANCE CERTIFICATE

## EXCLUSIONS

This Extension does not insure against:

1. increase in loss resulting from interference at the insured premises, by strikers or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such results directly from the insured untenability, and then the Underwriters shall be liable for only such loss as affects the Insured's income during, and limited to, the period of untenability covered under this Policy;
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. any other consequential loss.

14/12/05  
LMA5042 (amended)  
Form approved by Lloyd's Market Association

# UNIT OWNERS REINSURANCE CERTIFICATE

## Schedule of Values

Item	Unit	Value
Harmening & Gorman Limited	Unit 1101	\$ 50,000
Tony & Elizabeth Yates	Unit 1103	\$ 40,000
Carla Kalavritinos	Unit 1104	\$ 40,000
Maria Cavassa	Unit 1105	\$ 20,000
Chuck & Jeanne Black	Unit 1106	\$ 30,000
Donald Wilson	Unit 1201	\$ 20,000
Steve & Jane Wurth	Unit 1202	\$ 30,000
Cloyce Brown & Barbara Berger	Unit 1203	\$ 40,000
Sandy Beach	Unit 1204	\$ 20,000
Kent & Elizabeth Hassell	Unit 1205	\$ 33,500
Panagiota Koulafetis	Unit 1206	\$ 40,000
Cheryle Hostyn	Unit 1301	\$ 20,000
Craig & Linda Emby	Unit 1303	\$ 50,000
Peter & Barbara Macetta	Unit 1304	\$ 40,000
Cheryle Hostyn	Unit 1305	\$ 20,000
Neil & Laurie Julie	Unit 1306	\$ 40,000
David Boldish & Marie Hudec	Unit 2101	\$ 40,000
Norman & Dolores Rogers	Unit 2102	\$ 35,000
Edwin Graham Duane	Unit 2104	\$ 20,000
Teansea Holdings Limited	Unit 2105	\$ 30,000
Howard & Joanne Lowre	Unit 2201	\$ 30,000
Teansea Holdings Limited	Unit 2202	\$ 20,000
Monkey Island Limited	Unit 2205	\$ 40,000
Pamela Dixon	Unit 2301	\$ 60,000
Hincliffe - Sand Dollar Prop Ltd.	Unit 2302	\$ 45,000
Paul & Gayle Jinks	Unit 2303	\$ 40,000
Pamela Dixon	Unit 2304	\$ 20,000
Sunny Beaches Limited	Unit 2305	\$ 40,000
David Johnson	Unit 3101/3102	\$ 60,000
Jeffrey & Kathy Feather	Unit 3103/3104	\$ 50,000
SUHJMA Limited	Unit 3105/3106	\$ 60,000
Bella Vista Holdings	Unit 3107/3108	\$ 75,000
Thomas Russel Morgan	Unit 3113	\$ 30,000
Tony Yates	Unit 3114	\$ 30,000
Honeycomb Limited	Unit 3115	\$ 50,000
Judy A. McKeever	Unit 3201/3202	\$ 48,500
Ray & Shelley Ramsay	Unit 3203/3204	\$ 40,000
James & Karen Tobin	Unit 3205/3206	\$ 60,000
Arisan & Tulin Ergin	Unit 3207/3208	\$ 20,000
Virginia Suarez	Unit 3209/3110	\$ 50,000
Stan & Jackie Smoyer	Unit 3211/3212	\$ 60,000
Armand Baoyadjian	Unit 3214	\$ 30,000

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Nancy Nowell	Unit 3215	\$ 60,000
JAG Limited	Unit 3301/3302	\$ 75,000
Ludwick Limited	Unit 3305/3306	\$ 40,000
David & Suzanne Prendergast	Unit 3309/3310	\$ 70,000
Caremeke Strand Haus Ltd	Unit 331/3312	\$ 50,000
Sergio Tavares	Unit 3313	\$ 60,000
Linda Harper & Robert Demers	Unit 3314	\$ 30,000
Blue View Limited	Unit 4102	\$ 50,000
Alicia & Kazimiers Krystek	Unit 4103	\$ 30,000
Miles Hamm	Unit 4105	\$ 60,000
Archie Cheng	Unit 4202	\$ 48,000
Richard & Judith Long	Unit 4204	\$ 30,000
Norman & Dolores Rogers	Unit 4205	\$ 50,000
Fred McClaine	Unit 4302	\$ 75,000
Beach Escapes Limited	Unit 4304	\$ 40,000
Maark A. Eddins	Unit 4305	\$ 50,000
Brad Groshok	Unit 5101	\$ 40,000
Linda Harper & Robert Demers	Unit 5102	\$ 20,000
Amy Hughes, All about Fun Ltd	Unit 5104	\$ 40,000
Wim Jansen Jnr	Unit 5105	\$ 40,000
Timothy & Susan Lamothe	Unit 5201/5202	\$ 81,000
Les & Rhoda Turk	Unit 5203	\$ 50,000
Turquoise Paradise	Unit 5204	\$ 40,000
All About Fun Ltd.	Unit 5205	\$ 30,000
Hurbert & Elizabeth Flamnant	Unit 5301	\$ 30,000
Hurbert & Elizabeth Flamnant	Unit 5302	\$ 20,000
Mr & Mrs Setrakian	Unit 5303	\$ 50,000
Royal Blue	Unit 5304	\$ 20,000
Norman & Dolores Rogers	Unit 5305	\$ 40,000
Ben & Julia Brouhard	Unit 6101	\$ 40,000
George Stroltyj & Halyna Zwirchowsky	Unit 6102	\$ 60,000
Maria Yoss	Unit 6104	\$ 20,000
Maria Yoss	Unit 6105	\$ 30,000
Millington Investment Ltd	Unit 6201	\$ 40,000
John & Barbara Marut	Unit 6203	\$ 60,000
Regency Holdings Limited	Unit 6205	\$ 35,000
John & Ann Decker	Unit 6301	\$ 40,000
Dan & Maureen Kelly	Unit 6302	\$ 20,000
Sandy Satin	Unit 6303	\$ 60,000
Sandy Satin	Unit 6304	\$ 20,000
Festiva Holdings	Unit 6305	\$ 30,000
<b>Loss of Rent Receivable:</b>		<b>\$ 1,161,000*</b>
<b>Total</b>		<b>\$ 4,552,000</b>

\* Note, the Loss of Rent is a Limit of Indemnity and is split proportionately across the unit values based on the unit owners contents value. The limit is in totality and in the aggregate and subject to the policy deductibles.

# UNIT OWNERS REINSURANCE CERTIFICATE

## Security

### **Binder UMR B1311DIGAURA2019**

CHUBB 2488	21.75%
QBE 2999	21.75%
HIS 0033	17.40%
CNP 4444	8.70%
AUW 609	3.48%
RNR 1458	9.57%

### **Lineslip UMR B1311CONS00700718**

PBS 1492	17.35%
	<b>100.00%</b>