

# COMMERCIAL 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>	AURA22SANDS-1/1002
<b>Reinsured</b>	Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas
<b>Original Insured:</b>	The Sands Limited/ The Sands Resort Limited. The Proprietors Strata Plan No. 25, Safeguard Properties Limited, Oceanside Marketing Limited/ Owners of Individual Condominium Apartments

<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>	McGill and Partners

<b>Inception:</b>	31 <sup>st</sup> January	<b>2022</b>
<b>Expiry:</b>	31 <sup>st</sup> January	<b>2023</b>
Both Days at 12.00am Local Standard Time of the Property Insured		

## VALUES

Currency	USD	Sum Reinsured
Buildings		Nil
External Works & Hardscaping		\$ 2,889,000
Contents		Nil
Business Interruption/Loss of Rent		Nil Indemnity Period
Stock		Nil
Professional Fees, Demolition and Debris Removal		\$ 1,684,000
Machinery, Plant and Equipment		Nil
<b>Total Sum Reinsured</b>		<b>\$ 4,573,000</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 Item Number Total (See Schedule of Values) any one loss occurrence
All Other Perils	\$ 2,500	any one loss occurrence

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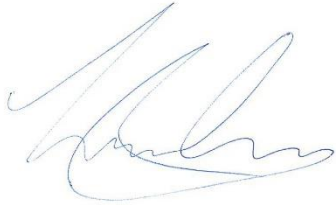
PREMIUM	
Order:	100%
Premium:	\$ 38,705.71 Annual (100%)
Payment Terms:	PPC - 90 Days From Inception

Insuring Agreement Wording	AURA Commercial Wording 2022								
<b>Additional Warranties, Terms, Clauses and Conditions:</b>	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.								
	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.								
	Reinsurers agree to waive advice of Reinsured's retention.								
	Values Declared (And Incorrect Declaration Penalty) Condition as attached.								
	<b>Pre-Existing Damage Endorsement as attached.</b> Premium Payment Clause – 90 Days								
	LMA 5073 - Claims Control Clause. LMA 5170 – Insolvency Clause (Reinsurance) LMA 5022 – Law & 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 (re)insurance may be served upon the person or persons named In the Certificate who have authority to accept service on their behalf.								
<b>Overseas Law &amp; Jurisdiction:</b>	Turks and Caicos								
<b>US Classification:</b>	Non-regulated – Non US risk								
<b>Nominee:</b>	Not Applicable								
<b>Loss Payee:</b>	<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						
<b>Security:</b>	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. B1311DIGAURA2021 & B1311DIGAURA2022								

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Signed:

Date: 3<sup>rd</sup> February 2022



.....  
Thomas Green – 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 reinsurers' obligations under contracts of reinsurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing reinsurers are not responsible for the subscription of any co-subscribing reinsurer who for any reason does not satisfy all or part of its obligations.

08/94  
LSW1001 (Reinsurance)

## Pre Existing Damage Exclusion

This (re)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 (re)insurance, the burden of proving the contrary shall be on the original insured.

## Law & Jurisdiction

This (Re)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

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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 **90** 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 **90th** 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.

LSW3001  
30/9/08

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## 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

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## 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 (re)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.

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## Schedule of Values

<b>Item</b>	<b>Value</b>
Demolition & Debris Removal (Buildings)	\$ 1,349,000
Planning & Building Regulation Fees (Buildings)	\$ 208,000
Pools and Hot Tub	\$ 1,283,000
Tennis Court	\$ 171,000
Hardscaping / Site Services	\$ 1,435,000
Demolition & Debris Removal (External)	\$ 109,000
Planning & Building Regulation fees (External)	\$ 18,000
<b>Total Values</b>	<b>\$ 4,573,000</b>

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## Security

### 84% - Binder UMR B1311DIGAURA2022

QBE 1886	33.33%
PBS 1492	33.33%
HIS 0033	13.33%
AUW 609	4.01%
	<b>84.00%</b>

### 16% - Binder UMR B1311DIGAURA2021

RNR 1458	16.00%
	<b>16.00%</b>
	<b>100.00%</b>