

# 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>	AURA21PALMS-1/1002
<b>Reinsured</b>	Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas
<b>Original Insured:</b>	The Palms Holdings Limited. The Palms Resort Limited, The Proprietors of Strata Plan No. 50 (Strata Association) Tipperary T&C Management formerly known as Regent T&C Management Limited, Millennium Estates Limited, Village lot No. 24 Limited and the owners of Individual Condominium Apartments for their respective rights and interests.

Risk Location Address:	Original Insured Mailing Address:
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>2021</b>
<b>Expiry:</b>	31 <sup>st</sup> January	<b>2022</b>
Both Days at 12.00am Local Standard Time of the Property Insured		

VALUES		
Currency	USD	Sum Reinsured
Buildings		Nil
External Works & Hardscaping		\$ 4,622,000
Contents		Nil
Business Interruption/Loss of Rent	Nil	Indemnity Period
Stock	Nil	
Professional Fees, Demolition and Debris Removal	\$ 2,768,000	
Machinery, Plant and Equipment	\$ 1,245,000	
<b>Total Sum Reinsured</b>	<b>\$ 8,635,000</b>	

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

ORIGINAL DEDUCTIBLES		
Peril	Amount	Basis
Windstorm, Hurricane, Earthquake & Flood	5%	of the Total Sum Insured any one loss occurrence
All Other Perils	\$ 2,500	any one loss occurrence

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PREMIUM	
<b>Order:</b>	100%
<b>Premium:</b>	\$ 69,003.55      Annual (100%)
<b>Payment Terms:</b>	PPC - 90 Days From Inception
<b>Insuring Agreement Wording</b>	<b>AURA Commercial Wording 2021</b>
<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 5393 Communicable Disease Endorsement
	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 Quote 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> Royalstar Assurance Ltd, John F Kennedy Drive, PO Box N 4391, Nassau, Bahamas
<b>Loss Payee:</b>	See Loss Payee Schedule attached.
<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. B1311D1GURA2021



# COMMERCIAL REINSURANCE CERTIFICATE

Signed:

A handwritten signature in blue ink, appearing to read 'Thomas Green'.

Date: 5<sup>th</sup> February 2021

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



# COMMERCIAL REINSURANCE CERTIFICATE

## 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

# COMMERCIAL 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



# COMMERCIAL REINSURANCE CERTIFICATE

## Loss Payee Schedule

CIBC First Caribbean International Bank, P.O. Box 236, Leeward Highway, Providenciales, Turks and Caicos Islands, in respect of the following:

### The Palms Holdings Ltd

1. 60804/122: Tennis Court
2. 60804/123: Spa
3. 60804/124: Hotel Lobby, Retail Shops, Restaurant, Bar, Ballroom, Conference Facility.
4. 60804/125/K79: Offices/Stock Room
5. 60804/125/K91: Kid's Club
6. 60804/125/K96 Storage
7. 60804/125/K99: F&B Office And Storage
8. 60804/125/K103: Staff Cafeteria
9. 60804/125/K108 HR Office
10. 60804/125/K118: Garage
11. 60804/125/K119: Plunge (Pool Restaurant)
12. 60804/125/K84: Hospitality Room/General Manager's Office



# COMMERCIAL 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 (re)insurance and stated in the Quote ("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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## Communicable Disease Endorsement

1. Notwithstanding any other provision of this policy to the contrary, this policy does not (re)insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence 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, 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 (re)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, and
  - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property (re)insured hereunder.
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.**

LMA5393 (Amended)

25 March 2020

## COMMERCIAL REINSURANCE CERTIFICATE

## Schedule of Values

Item:	Value
Garages and Storage	\$ 1,760,000
Condominium Buildings - Demolition & Debris Removal:	\$ 2,251,000
Condominium Buildings - Planning and Building Regulation Fees	\$ 335,000
Tennis Court	\$ 152,000
Pool and Hot Tub	\$ 1,074,000
Restrooms	\$ 46,000
Sewage Treatment Plant	\$ 1,245,000
Hard Landscaping / MEP	\$ 1,590,000
External Works - Demolition & Debris Removal	\$ 152,000
External Works - Planning and Building Regulation Fees	\$ 30,000
<b>Total</b>	<b>\$ 8,635,000</b>



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### Security

#### 100% - Binder UMR B1311Digaura2021

QBE 1886	33.33%
PBS 1492	26.67%
HIS 0033	13.33%
CNP 4444	8.00%
AUW 609	2.67%
RNR 1458	16.00%
<b>100.00%</b>	

