

**NON LIFE NON-PROPORTIONAL TREATY
REINSURANCE AGREEMENT**

中国保险行业协会

财产再保险非比例合同范本（中文版）

Between

本合同由

<Company Name>,<City>,<Country>

(the Reinsured)

<公司名称>，<城市>，<国家>

（以下简称“再保险分出人”）

and

与

<Reinsurer Name>,<City>,<Country>

(the Reinsurer)

<公司名称>，<城市>，<国家>

（以下简称“再保险接受人”）

共同签订。

TABLE OF CONTENTS

目录

	Section A. Terminology and System of Reinsurance
	第一部分 再保险术语与体系
Article 1	Definitions
第一条	定义
Article 2	Obligatory Reinsurance
第二条	固定再保险
Article 3	Scope of Business
第三条	业务范围
Article 4	Net Retained Lines
第四条	净自留额
Article 5	Exclusions
第五条	除外责任
Article 6	Errors and Omissions
第六条	错误与遗漏
Article 7	Self-insurance
第七条	自我保险
	Section B. Duties of the Parties
	第二部分 双方的义务
Article 8	Reinsurance Compensation
第八条	再保险赔偿
Article 9	Ultimate Net Loss
第九条	最终净损失

Article 10	Utmost Good Faith and Due Diligence
第十条	最大诚信和谨慎原则
Article 11	Incorrect or Incomplete Information
第十一条	错误或不完整的信息
Article 12	Underwriting Policy
第十二条	核保政策
Article 13	Several Liability
第十三条	非连带责任
Article 14	Event/Loss Occurrence Definition
第十四条	损失事故定义
Article 15	Confidentiality
第十五条	保密
Article 16	Reinsurance Premium
第十六条	再保险保费
Article 17	Follow the Settlements
第十七条	理赔跟从
Article 18	Claim and Loss Reporting
第十八条	出险通知
Article 19	Claim Cooperation
第十九条	理赔合作
Article 20	Inspection of Records
第二十条	记录检查
Article 21	Reinstatement
第二十一条	复效

Section C. Account and Payment

第三部分 账单和结付

Article 22	Accounts
第二十二條	賬單
Article 23	Confirmation of Account and Payment of Balance
第二十三條	賬單確認及結算
Article 24	Loss Payment
第二十四條	攤賠
Article 25	Settlement Currency
第二十五條	結算貨幣
Article 26	Value Added Tax
第二十六條	增值稅
Article 27	Accounting System
第二十七條	核算制度
Article 28	Offset
第二十八條	軋差條款

Section D. Commencement and Termination

第四部分 起期与终止

Article 29	Commencement and Termination
第二十九條	起期与终止
Article 30	Amendments and Alterations
第三十條	修改和变更
Article 31	Accessory Duties
第三十一條	附随义务
Article 32	Extended Expiration
第三十二條	延后到期
Article 33	Run off

第三十三条 自然终止

Section E. Law and Arbitration

第五部分 法律和仲裁

Article 34 Choice of Law

第三十四条 法律适用

Article 35 Arbitration

第三十五条 仲裁

Article 36 Changes in the Legal Environment

第三十六条 法律环境的变化

Article 37 Non-assignment

第三十七条 不可转让

Appendix: List of Clauses for Reference

财产再保险非比例合同范本附录（供参考）

- | | |
|-----|--|
| 1. | General Exclusions |
| 第1条 | 通用除外 |
| 2. | Sanction Exclusion |
| 第2条 | 制裁除外 |
| 3. | Two Risk Warranty (for per Event section only) |
| 第3条 | 两个危险单位保证（适用于事故超赔） |
| 4. | Basis of Recovery (for per Risk and per Event combined only) |
| 第4条 | 赔偿原则（适用于险位事故联合超赔） |
| 5. | Intermediary |
| 第5条 | 中介机构 |
| 6. | Delay in Payment |
| 第6条 | 延迟付款 |
| 7. | Exchange Rate Fluctuations |
| 第7条 | 汇率波动 |
| 8. | Collateralization |
| 第8条 | 担保 |
| 9. | Downgrading Provision |
| 第9条 | 评级下降规定 |

Section A. Terminology and System of Reinsurance

第一部分 术语和再保险机制

Article 1

第一条

Definitions

定义

“Allocated Expenses” shall mean reasonable expenses incurred by the Reinsured in handling insurance losses. Costs of external loss surveys, experts' reports and legal proceedings are included. Salaries of employees, management expenses and other internal administrative costs including travel expenses of the Reinsured are not Allocated Expenses.

分摊费用：再保险分出人在处理保险损失时产生的合理费用，包括外部损失调查费、专家报告费和法律费用。分出人的员工工资、管理费用和其他内部管理成本（包括差旅费）不属于分摊费用。

(Excess of Loss per Risk) “Insurance Compensation” shall mean any compensation, interest or Allocated Expenses paid or payable by the Reinsured in respect of any single risk under Policies covered under this Agreement.

(Excess of Loss per Event) “Insurance Compensation” shall mean any compensation, interest or Allocated Expenses paid or payable by the Reinsured in respect of any loss occurrence under Policies covered under this Agreement.

保险赔偿金（适用于险位超赔）：再保险分出人就本合同项下保单所承保的单个危险单位已付和应付的保险损失赔偿、利息和分摊费用。

保险赔偿金（适用于事故超赔）：再保险分出人就本合同项下保单所承保的损失事故已付和应付的保险损失赔偿、利息和分摊费用。

(Excess of Loss per Risk) “Limit of Indemnity” shall mean the maximum amount the Reinsured is entitled to receive from all participating reinsurers under this Agreement in respect of any single risk.

(Excess of Loss per Event) “Limit of Indemnity” shall mean the maximum amount the Reinsured is entitled to receive from all

participating reinsurers under this Agreement in respect of any one loss occurrence.

赔偿限额（适用于险位超赔）：再保险分出人就单个危险单位有权从本合同项下所有再保险接受人处取得的最大赔偿金额。

赔偿限额（适用于事故超赔）：再保险分出人就单一损失事故有权从本合同项下所有再保险接受人处取得的最大赔偿金额。

“Main Currency” shall mean the currency in which this Agreement's limits are expressed.

主货币：用于标示本合同限额的货币。

“Official Rate of Exchange” shall mean the middle price of the foreign exchange rate publicized by the Chinese Government or otherwise as agreed by both parties in the Reinsurance Slip to this Agreement.

官方汇率：中国政府公布的汇率中间价或双方在本合同摘要表中约定的其他汇率。

“Policy” shall mean a contract of direct insurance or, if applicable, contract of facultative reinsurance covered under this Agreement.

保单：本合同保障的直接保险合同和临分再保险合同（如适用）。

“Reinsurance Periods” are periods between commencement and termination of this Agreement.

再保险期间：从本合同起始日到终止日的期间。

(Excess of Loss per Risk) “Retention”/“Excess”/“Attachment Point” shall mean that amount in excess of which the Reinsurer provides cover in respect of any single risk.

(Excess of Loss per Event) “Retention”/“Excess”/“Attachment Point” shall mean that amount of any one loss occurrence in excess of which the Reinsurer provides cover.

自留额/免赔额/起赔点（适用于险位超赔）：再保险接受人为单一危险单位提供保障的起点。

自留额/免赔额/起赔点（适用于事故超赔）：再保险接受人为单一损失事故提供保障的起点。

"Gross Net Premium Income" (GNPI) shall mean the gross premium income written by the Reinsured in respect of each Policy during the respective Reinsurance Period, less only returned premiums, cancelled premiums and premiums paid for other reinsurances inuring to the benefit of this Agreement.

总净保费收入（GNPI）：再保险分出人在相应再保险期间就每一保单所收取的毛保费收入减去返还保费、退保保费和因其他有利于本合同的再保险安排而优先支付的保费。

Article 2

第二条

Obligatory Reinsurance

固定再保险

In return for reinsurance premiums, the Reinsurer agrees to indemnify the Reinsured in respect of each loss under per Risk section and/or each loss occurrence under per Event section, in the manner and within the limits stated in this Agreement.

This Agreement shall except as set out below apply automatically and without exception to all Policies within the scope of this Agreement.

The parties may however agree that in respect of certain policies specified in the Reinsurance Slip to this Agreement (hereinafter referred to as the Reinsurance Slip) reinsurance shall be on a facultative basis.

再保险分出人向再保险接受人支付再保险保费，再保险接受人同意在本合同规定的方式和额度下，向再保险分出人支付再保险赔偿金。

本合同应自动且无例外的适用于符合本合同约定条件的所有保单。

但是，对本合同摘要表（以下简称“摘要表”）规定的特定保单，双方可同意基于临时分保的形式安排再保险。

Article 3

第三条

Scope of Business

业务范围

This Agreement shall apply to Policies accepted by the Reinsured in the classes of insurance and in the geographical areas set forth in the Reinsurance Slip, unless stated otherwise in the Reinsurance Slip.

除非摘要表中另有说明，本合同保障再保险分出人承保的符合摘要表规定的保险业务类别和地域的保单。

Article 4

第四条

Net Retained Lines

净自留额

This Reinsurance shall only protect that portion of any business covered hereunder which the Reinsured acting in accordance with its established practices, retained net for its own account. Reinsurers' liability hereunder shall not be increased due to an error or omission which results in an increase in the Reinsured's normal net retention nor by the Reinsured's failure to reinsure in accordance with its normal practice, nor by the inability of the reinsured to collect from any other reinsurers any amounts which may have become due from them whether such liability arises from the insolvency of such other reinsurers or otherwise.

本合同仅保障再保险分出人根据惯例对任何业务的净自留的责任。再保险接受人的责任不应因为下列情形而增加：由于再保险分出人的错误或遗漏而导致常规净自留额增加,或由于再保险分出人没能按惯例安排相应的再保险,或由于其他再保险接受人因偿付能力不足或者其他原因导致再保险分出人不能从该再保险接受人处收取到期的再保险赔偿金。

Article 5

第五条

Exclusions

除外责任

This Agreement shall not cover risks excluded in the Reinsurance Slip.

本合同不保障摘要表中除外的风险。

Article 6

第六条

Errors and Omissions

错误与遗漏

Any inadvertent error or omission in the fulfilment of the duties assumed with this Agreement, shall not prejudice the rights or duties of either party under this Agreement. Such error or omission is to be rectified or made good immediately upon discovery, adequate proof thereof being submitted.

Such rectification of errors or omissions shall not be possible if under this Agreement a time-bar period has been agreed upon for the relevant explanations or other measures and if this period has expired.

履行合同义务过程中发生的任何非故意的错误或遗漏都不应损害任何一方根据本合同享有的权利或义务。这种错误或遗漏一经发现应立即予以纠正，并由纠正方提交充分的证据。

如果本合同针对相关澄清或其他措施有时限规定，且已超过此时限，则任何一方不得对此错误或遗漏进行修正。

Article 7

第七条

Self-insurance

自我保险

Subject to the terms and conditions of this Agreement, an insurance granted by the Reinsured in which the Reinsured either solely or jointly with another party is named as the Insured shall be deemed to be an insurance falling within the scope of this Agreement, notwithstanding that there may be no legal liability under such an insurance.

在符合本合同约定的前提下，再保险分出人承保的以自己为被保险人、或与其他主体共同作为被保险人的保单，也应视为属于本合同范围内的保单，虽然此类保单可能不会导致分出人的法律赔偿责任。

Section B. Duties of the Parties

第二部分 双方的义务

Article 8

第八条

Reinsurance Compensation

再保险赔偿

For Excess of Loss per Risk

The Reinsurer hereby agrees as regards its agreed participation share to indemnify the Reinsured for that part of its Ultimate Net Loss which exceeds the excess amount stated in the Reinsurance Slip on account of each and every loss each and every risk. The

sum recoverable under this Agreement shall not exceed the limit stated in the Reinsurance Slip.

For Excess of Loss per Event

The Reinsurer hereby agrees as regards its agreed participation share to indemnify the Reinsured for that part of its Ultimate Net Loss which exceeds the excess amount stated in the Reinsurance Slip on account of series of losses arising out of one Loss Occurrence, but the sum recoverable hereunder shall not exceed the limit stated in the Reinsurance Slip.

险位超赔:

再保险接受人同意按其参与的份额赔偿再保险分出人每一危险单位每次损失的最终净损失额超过摘要表规定起赔点的部分。但本合同下总的赔偿金额不超过摘要表规定的限额。

事故超赔:

再保险接受人同意按其参与的份额赔偿再保险分出人每次损失事故所致系列损失的最终净损失额超过摘要表规定起赔点的部分，但本合同下总的赔偿金额不超过摘要表规定的限额。

Article 9

第九条

Ultimate Net Loss

最终净损失

Ultimate Net Loss shall mean the total amount of Insurance Compensation actually paid by the Reinsured less salvages, recoveries and payments from third parties.

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Agreement shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

Nothing in this clause shall be construed to mean that losses under this Agreement are not recoverable until the Reinsured's ultimate net loss has been ascertained.

Notwithstanding the above, recoveries under underlying reinsurance are for the sole benefit of the Reinsured and shall not be taken into account in computing the Ultimate Net Loss or losses in excess of which this Agreement attaches, nor in any way prejudice the Reinsured's right of recovery hereunder.

“最终净损失”是指扣除残值、追偿款和第三方支付款项后再保险分出人实际支付的保险赔偿金总额。

在本合同下的损失赔付之后取得的残值、追偿款、第三方支付款项，应视同在赔付之前取得，合同双方应对此作出必要的调整。

本条款的任何内容均不得解释为：有关本合同项下的损失只有等再保险分出人确定最终净损失后，才能向再保险接受人摊赔。

虽有上述规定，任何优先的再保险保障下的摊回是再保险分出人的单独收益，不应计入本合同适用的最终净损失或触发本合同的起赔点损失金额中，也不应以任何方式损害再保险分出人在本合同下的摊赔权利。

Article 10

第十条

Utmost Good Faith and Due Diligence

最大诚信和谨慎原则

The Reinsured shall carry out its insurance business as if there were no reinsurance and with the due diligence of a competent insurer following the customs and usages of the insurance business in the relevant market.

再保险分出人应当按照有关市场的保险行业惯例和规则，以一个合格的保险公司在如同没有再保险安排的情况下所应有的谨慎来开展保险业务。

Article 11

第十一条

Incorrect or Incomplete Information

错误或不完整信息

The terms of this Agreement are based on information supplied by the Reinsured to the Reinsurer prior to the conclusion of this Agreement.

Should the Reinsured supply the Reinsurer with information which it knows or should have known to be incorrect or incomplete, this Agreement shall be affected as follows: If the Reinsurer, in possession of the true facts, would have declined to provide reinsurance, this Agreement shall be void. If the Reinsurer, in possession of the true facts, would have provided reinsurance but on less advantageous terms, this Agreement shall be modified accordingly as from commencement.

It will be assumed that the Reinsurer, in possession of the true facts, would have acted as a reasonable reinsurer would have acted under the same circumstances, unless the Reinsured is able to show that the Reinsurer would not have so acted.

本合同条件是基于再保险分出人在合同成立前提供给再保险接受人的信息。

如果再保险分出人向再保险接受人提供了前者知道或应当知道的错误或不完整的信息，则对本合同作以下处理：如果再保险接受人获知真实信息后会拒绝提供再保险的，则本合同无效。如果再保险接受人获知真实信息后会以更不利于再保险分出人的条件提供再保险的，则应相应修改本合同并自始生效。

本条是假设再保险接受人作为合理谨慎的再保险人，其在获知真实信息后可能会采取的行动，除非再保险分出人能够证明再保险接受人不会做出此决策。

Article 12
第十二条

Underwriting Policy
核保政策

The Reinsured shall inform the Reinsurer of any material changes in its established underwriting policy in respect of the lines of business to which this Agreement applies. Should the Reinsured fail to inform the Reinsurer, the Reinsurer shall be exempted any liability in respect of insurance losses under the Policies affected by such change and instead return the respective reinsurance premiums relating to any period after such change had been introduced at terms to be agreed by both parties. Notwithstanding the foregoing, the Reinsurer may negotiate with the Reinsured for any other solutions.

The established underwriting policy is set out, inter alia, in the policy forms, general conditions and tariffs used by the Reinsured at the commencement of this Agreement.

A change in the established underwriting policy is material if it may increase the Reinsurer's liability to such an extent that a reasonable Reinsurer would, under the same circumstances, have declined to cover such policies under the same terms and conditions.

本合同项下业务的现有核保政策如发生重大变化，再保险分出人应及时通知再保险接受人。否则，对受变更影响的保单项下的保险损失，再保险接受人应当免除赔偿责任，并按双方约定退还变更发生

后相应再保险期间的再保险保费。双方亦可协商采取其他解决方案。

现有核保政策主要体现于再保险分出人在本合同开始时使用的保单条款、条件和费率等。

重大变化是指现有核保政策的变化可能会增加再保险接受人的责任，以至于审慎的再保险接受人在同样情况下会拒绝以相同条件承保该业务。

Article 13
第十三条

Several Liability
非连带责任

The subscribing Reinsurers' obligations under this Agreement 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.

各再保险接受人在本合同项下的义务是相互独立而非连带的，并以其各自承保的份额为限。各再保险接受人对因任何原因未履行其全部或部分义务的其他再保险接受人所承保的部分不承担任何责任。

Article 14
第十四条

Event /Loss Occurrence Definition
损失事故定义

Event/Loss Occurrence Definition shall be specified in the Reinsurance Slip.

损失事故定义以摘要表约定为准。

Article 15
第十五条

Confidentiality
保密

The Reinsurer hereby undertakes to regard this Agreement and any information provided by the Reinsured in relation hereto (together referred to as "Confidential Information") as strictly confidential.

The Reinsurer further declares and agrees that it will not at any time during the duration of this Agreement or subsequently make use directly or indirectly of the information afforded by the

Reinsured in relation to this Agreement without the prior consent of the Reinsured.

Notwithstanding the foregoing, the Reinsurer is allowed to make use of such Confidential Information which is necessary for the execution and performance of this Reinsurance Agreement and its ordinary business purpose, including but not limited to storage of such Confidential Information which are necessary for administration, risk management, claims handling and accounting purposes in its information technology systems.

The Reinsurer assures that everybody having legal access to their information technology systems are contractually and/or legally bound and/or required by internal policy to hold all information that is being made available through these systems in strict confidence.

Moreover, Confidential Information shall not include information

(a) which the Reinsurer already lawfully possesses prior to disclosure by the Reinsured,

(b) which is lawfully made available to the Reinsurer by a third party free to make such disclosure without breach of any legal obligation,

(c) which the Reinsurer develops independently, or

(d) which is, or becomes, publicly available without breach of any duty of confidentiality by the Reinsurer.

The Reinsurer further agrees that it shall not disclose any Confidential Information without the prior written consent of the Reinsured except, for its ordinary business purpose, to a limited group of its directors, employees, auditors, retrocessionaires or third party service providers or other branches and/or entities of its group company.

The duty of confidentiality does not apply where disclosure has to be made as a result of subpoena, requirement or official request from any competent judicial, administrative, regulatory or legislative body including arbitration panels and auditors.

再保险接受人在此承诺对本合同和再保险分出人提供的相关信息（统称“保密信息”）严格保密。

再保险接受人声明并同意，在未经再保险分出人书面同意的情况下，不会在本合同期限内或之后的任何时间直接或间接使用再保险分出人提供的与本合同有关的信息。

但再保险接受人为签署和履行本合同以及其通常的业务经营目的可以使用保密信息，包括但不限于在其信息技术系统中出于行政管理、风险管理、赔案处理和会计目的存储保密信息。

再保险接受人保证，根据合同、法律或内部政策的规定，对其信息技术系统有合法访问权限的所有人员对通过该等系统获得的所有信息均承担严格保密义务。

保密信息不应包括以下信息

- (1) 再保险分出人披露前再保险接受人已经合法拥有的信息；
- (2) 再保险接受人从第三方合法取得的信息。该第三方在不违反任何法律义务的前提下有权进行前述信息披露；
- (3) 再保险接受人独立开发的信息；
- (4) 再保险接受人在不违反任何保密义务的前提下可以从公开渠道取得的信息。

未经再保险分出人事先书面同意，再保险接受人不得披露任何保密信息，除非是为其通常的业务经营目的向其董事、员工、审计人员、转分保接受人、第三方服务供应商、或集团公司的其他分支机构等提供保密信息。

根据任何有管辖权的司法、行政、监管或立法机构的传票、要求或正式通知，必须披露信息的，本条约定的保密义务不适用。

Article 16

第十六条

Reinsurance Premium

再保险保费

The Reinsured shall pay a Minimum & Deposit Premium of the amount specified and at deadline set out in the Reinsurance Slip.

The exact premium for this Agreement shall be the rate specified in the Reinsurance Slip applied to the Reinsured's Gross Net Premium Income (GNPI) during the period of this Agreement, subject however, to the aforesaid Minimum and Deposit Premium.

As soon as possible after the expiry of this Agreement the Reinsured shall submit a statement showing the calculation of the

exact premium. If, as a result of this calculation, the Minimum and Deposit Premium is exceeded then the Reinsured shall arrange for immediate settlement of the balance. In the event that the Minimum and Deposit premium is not exceeded, there shall be no further adjustment of premium hereunder.

Other Deductions from Premium (if any) shall be as specified in the Reinsurance Slip.

再保险分出人应按摘要表约定的时间和金额支付最低/预付保费。

本合同下最终的保费金额应按摘要表约定的费率乘以本合同期间的总净保费收入（GNPI）计算，但不应低于最低/预付保费。

本合同期满后，再保险接受人应尽快提供账单，列明本合同下最终保费的计算情况。如果计算结果超过了最低/预付保费，再保险分出人应及时支付差额。如果计算结果低于最低/预付保费，则不需要再调整。

如有其他扣减项，应按摘要表的约定执行。

Article 17

第十七条

Follow the Settlements

理赔跟从

Claim settlements made by the Reinsured shall be binding upon the Reinsurer, providing such settlements are within the terms and conditions of the relevant Policy and within the terms and conditions of this Agreement and providing the Reinsured for its part has actually paid by transferring the necessary funds to or is about to pay the Insured.

The Reinsurer shall be entitled to its share of any salvages or recoveries relating to such claim.

Ex-gratia payments by the Reinsured to the Insured shall only be binding upon the Reinsurer where its written approval is obtained prior to any payment.

在保单和本合同条款承保范围之内，赔案由再保险分出人处理并对再保险接受人具有约束力，前提是再保险分出人已经支付或将要支付赔款。

再保险接受人应有权利按其份额得到与该赔案相关的残值或追偿款。

再保险分出人支付给被保险人的通融赔付只有事先得到再保险接受人书面同意时才对其有约束力。

Article 18
第十八条

Claim and Loss Reporting
出险通知

The Reinsured shall give immediate written notice of any claim or loss where its estimated amount exceeds or may possibly exceed the figure set out in the Reinsurance Slip.

Notice shall include information about facts, legal assessment and estimated amount of loss. After such notice the Reinsured shall keep the Reinsurer informed about the development of any such claim or loss in a timely manner.

再保险分出人在估损金额超过或可能超过摘要表约定金额时，应及时以书面形式通知再保险接受人。

通知应包括有关赔案事实、法律评估以及估损金额等信息。在发出通知后，再保险分出人应及时将任何有关该索赔或损失的进展情况通知再保险接受人。

Article 19
第十九条

Claim Cooperation
理赔合作

Claims shall be settled by the Reinsured.

As regards the settlement of any claim or loss subject to Claim and Loss Reporting clause, upon the Reinsurer's request, the Reinsured shall cooperate with the Reinsurer or any other person designated by the Reinsurer in a timely manner.

赔案由再保险分出人负责处理。

对根据出险通知条款应及时通知的赔案，经再保险接受人要求，再保险分出人应与再保险接受人或其指定的其他人及时合作。

Article 20
第二十条

Inspection of Records
记录检查

Upon request the Reinsured shall make available to the Reinsurer or its duly authorized representatives, at mutually agreed time and place, all information relating to the business reinsured under this Agreement in the Reinsured's possession or under its control.

Notification of inspection shall be given at least two weeks in advance unless otherwise agreed by both parties in the event of urgent cases. The Reinsurer may exercise its right of inspection at any reasonable time. The Reinsured shall not be subject to unreasonable expense and disruption either as to the timing or the scope of the inspection.

Upon request the Reinsured shall provide the Reinsurer with copies, to be made at the Reinsurer's expense, of any of the policies, books, accounts, records or other documents containing information relating to the business reinsured hereunder.

Should arbitration or judicial proceedings be pending or initiated between the parties, the Reinsurer shall exercise its right of inspection through a person designated and authorized by the respective arbitrator or judge.

The Reinsurer's right of inspection shall continue to apply as long as either party has a claim against the other arising out of this Agreement or whilst any liability remains hereunder.

根据再保险接受人要求，在双方约定的时间和地点，再保险分出人应向再保险接受人或其指定的代表提供其所掌握的与本合同相关的信息。记录检查的通知应至少提前两个星期发出，或在紧急的情况下经双方同意的时间发出。再保险接受人可以在任何合理的时间履行检查权。再保险分出人就检查范围和时间不应承担不合理的费用支出或干扰。

再保险分出人根据要求提供给再保险接受人与本合同有关的保单、账单、账户、记录或其他文件的复印件，但费用由再保险接受人承担。

如果双方之间将要或已经开始进行仲裁或司法诉讼程序，再保险接受人应通过仲裁员或法官指定人员行使检查权。

只要任何一方因本合同对另一方提出索赔，或在本合同下仍有未了责任，则再保险接受人的检查权将持续有效。

Article 21

第二十一条

Reinstatement

复效

In the event of the whole or any portion of the indemnity provided hereunder being exhausted, the amount so exhausted shall be automatically reinstated from the time of the loss occurring until the expiry of this Agreement subject to payment of additional premium (Reinstatement Premium). Nevertheless, the Reinsurer shall never be liable for any amount more than the Limit in All stated in the Reinsurance Slip during the period of this Agreement unless otherwise agreed by both parties.

The Reinstatement Premium shall be calculated at pro rata of the final adjusted reinsurance premium with respect to the fraction of indemnity exhausted regardless of the unexpired term of this

Agreement. The Reinstatement Premiums are due at the same time any claim or loss settlement is made hereunder. If settlement is made prior to the adjustment of the reinsurance premium, the Reinstatement Premium shall be calculated provisionally on the Minimum and Deposit Premium stated in the Reinsurance Slip.

如果本合同提供的赔偿额度部分使用或全部用尽，以支付额外保费（复效保费）为条件，前述已使用的保额在损失发生时自动恢复直至本合同期限届满。但再保险接受人在本合同期间的累计责任不超过摘要表列明的累计限额（Limit in All），双方有其他约定的除外。

复效保费的计算应以调整后的最终再保险保费为基数乘以已使用保额的比例，不考虑再保险期间的剩余时间。应在理赔结算的同时支付复效保费。如果结算先于再保险保费调整，复效保费应暂时基于摘要表列明的最低/预付保费进行计算。

Section C. Account and Payment

第三部分 账单和结付

Article 22

第二十二条

Accounts

账单

The Reinsured shall provide the Reinsurer with accounts for each Reinsurance Period with the details and at the deadline as set out in the Reinsurance Slip.

The account shall be rendered in the Main Currency or currencies stated in the Reinsurance Slip and broken down by line of business or in the manner stipulated in the Reinsurance Slip.

再保险分出人应在摘要表中列明的期限内向再保险接受人提供约定期间的账单。

账单应以主货币或摘要表约定的币种编制，区分不同业务类型或按摘要表约定的方式列示。

Article 23

Confirmation of Account and Payment of Balance

第二十三条 账单确认及结算

The Reinsurer shall confirm the account or object to it within the time limit set out in the Reinsurance Slip after receiving the account. Both parties reserve the right to subsequently raise any objections which have been erroneously omitted.

Any balance due under the account shall be paid within the time limit set out in the Reinsurance Slip. Should the Reinsurer raise objections to the account, the confirmed portion of the balance shall nevertheless be paid within the foregoing time limit. In case that the objections are cleared after the foregoing time limit, any difference shall be paid immediately by the debtor.

Inadvertent errors or omissions in the accounts shall not delay the payment of any balance due hereunder and corresponding correction shall be made in the next account rendered hereunder. Nevertheless, in the event that errors or omissions have a major effect on the balance, immediate correction shall be made before the payment of balance.

再保险接受人收到账单后应在摘要表约定的期限内对账单内容进行确认或提出异议。对疏忽的账单错误，双方保留后续提出异议的权利。

账单的到期余额应在摘要表列明的期限内结算。再保险接受人对账单提出异议的，仍应在前述期限内结算已经确认的部分。异议消除后，付款方应立即支付相应部分。

不得因疏忽引起的错误或遗漏延迟账单到期余额结算，同时应对此错误和遗漏及时予以纠正并在下期账单中体现。但是，错误或遗漏严重影响账单余额的，应在结算本期账单前立即予以纠正。

Article 24 Loss Payment
第二十四条 摊赔

The Reinsured shall render a separate account for each requested payment giving reasonable evidence of payments made or about to be made to the Insured and providing the Reinsurer with all necessary information.

The Reinsurer shall confirm the separate accounts and pay the confirmed portion of the balance due under such accounts within the time limit set out in the Reinsurance Slip.

再保险分出人应就每个赔付申请向再保险接受人提供单独的账单、其已经或将要向被保险人支付赔款的合理证据和所有必要的信息。

再保险接受人应在摘要表列明的期限内确认前述账单并结算已确认的到期余额。

Article 25

第二十五条

Settlement Currency

结算货币

Payments between the parties shall be made in the currencies set out in the Reinsurance Slip (Settlement Currency).

Should the Settlement Currency be different from the Main Currency, conversions shall be calculated at the Official Rate of Exchange at the date stipulated in the Reinsurance Slip.

双方应以摘要表列明的货币（结算货币）进行结算。

主货币与结算货币不同的，应以摘要表列明的官方汇率进行换算。

Article 26

第二十六条

Value Added Tax

增值税

Wherever the business ceded hereunder is subject to the Value-added Tax (VAT) of the People's Republic of China, the terms and conditions in this clause shall apply.

All amounts, including without limitation to any and all terms with references to premiums, reinsurance compensations and commissions in this Agreement shall always exclude VAT unless otherwise stated explicitly.

Where the Reinsurer is liable for such VAT payment, the Reinsured shall pay an additional amount to the onshore Reinsurer to cover the VAT payment due. For offshore Reinsurer, the Reinsured shall withhold the additional amount for VAT and also deduct the Surtax. The VAT is 6.00% of the premium and the Surtax is 12% of VAT or otherwise required by the applicable laws and regulations.

The Reinsured shall keep separate records of VAT exempt premium, VAT taxable premiums and VAT amount in the accounts.

Business Tax premiums, if applicable, shall also be separately accounted for.

Each party agrees to do everything that may be necessary or desirable, including without limitation to timely providing all the information necessary for VAT invoices to the Reinsurer, providing VAT invoices and other documentation, to enable or assist the other party to claim any input VAT credit, set-off, rebate or refund in relation to any amount of VAT paid or payable in respect of this Agreement.

In the event that any Policies ceded hereunder are written by branch(es) of the Reinsured and as the Reinsured requests, the Reinsurer shall issue the VAT invoices to the branches as confirmed by the Reinsured. The list of branches as of the commencement date of this Agreement is defined as attached herein. The Reinsured shall provide written notice to the Reinsurer for any new branches established from time to time after the commencement date of this Agreement.

本条规定适用于本合同项下的中华人民共和国增值税业务。

除另有明确约定外，本合同中提到任何有关金额的内容，包括但不限于保费、再保险赔偿金和手续费等，均不含增值税。

再保险接受人承担缴付增值税义务的，再保险分出人应当向在岸再保险接受人额外支付相应金额。对离岸再保险接受人，再保险分出人应代扣代缴该部分额外金额作为增值税以及相应的附加税。增值税为保费的6%，附加税为增值税的12%，法律法规有其他规定的从其规定。

再保险分出人应在账单中分别列示免税保费、不含税应税保费和相应增值税金额。如仍有营业税业务，也应在账单中单独列示。

双方同意采取所有必要的措施，包括但不限于向再保险接受人及时提供开具增值税发票所需信息、开具增值税发票和提供其他文件，以便对方就本合同项下已经支付的增值税款项进行相应抵扣。

如本合同项下任何业务由再保险分出人的分支机构承保，经再保险分出人要求，再保险接受人应向再保险分出人确认的分支机构开具增值税发票。再保险分出人现有分支机构名单见附件。本合同生效

后，如有新分支机构，再保险分出人应及时书面通知再保险接受人。

Article 27
第二十七条

Accounting System
核算制度

The accounting system in respect of this Agreement, meaning the system allocating items included in any accounts to the respective Reinsurance Period, shall be indicated in the Reinsurance Slip.

核算制度是指规定账单各项目在各再保险期间内进行分配的制度。本合同适用的核算制度在摘要表中规定。

Article 28
第二十八条

Offset
轧差条款

Either party to this Agreement may at its discretion set off against any undisputed amounts due from the other party hereunder or under any other agreements between the parties hereto any agreed amounts which are due under this or those other agreements. This right shall continue to exist after the termination of this Agreement or of any business relationship between the parties.

If bankruptcy or liquidation proceedings are initiated in respect of either of the parties to this Agreement, the other party may set off all the amounts owing to it under this Agreement against all the amount due or not yet due for payment by it to the extent that the governing law permits. The same right may be exercised by any party to this Agreement that exercises its right of extraordinary termination for any other reason indicated in the Commencement and Termination clause herein.

本合同双方任何一方有权抵销对方在本合同或双方之间其他合同下的达成一致的款项。该权利持续有效直到合同终止或双方合作关系结束。

如果合同双方某一方进入破产或清算程序，另一方可依法用对方应付款项或未到期款项抵销应付对方的金额。上述权利也适用于合同任何一方因起期与终止条款中列明的理由而行使特别终止权的情形。

Section D. Commencement and Termination

第四部分 起期与终止

Article 29 Commencement and Termination

第二十九条 起期与终止

This Agreement shall take effect and terminate on the date and at the time set forth in the Reinsurance Slip.

This Agreement covers all losses as herein defined occurring during the period specified in the Reinsurance Slip. The rights and obligations of both parties to this Agreement shall remain in full force until the effective date of expiry or termination after which the liability of the Reinsurer shall cease absolutely except in respect of losses occurring during the period of this Agreement, the claims for which remain unsettled at that date.

Extraordinary termination

Either party shall, moreover, have the right to terminate this Agreement at any time with immediate effect if

- it is prohibited or rendered impossible for this Agreement to be fulfilled de jure or de facto for reasons not within the responsibility of the party giving notice;
- the other party falls into arrears with payments or its license to transact business is revoked;
- the other party loses the whole or part of its paid-up capital in order to pay its debts;
- the other party merges with another company or its ownership or control undergoes an essential change;
- the reinsured portfolio is partly or completely transferred to a third party;
- the other party ceases writing new business or does not renew existing covers in the portfolio as a whole;
- the other party fails seriously to meet its obligations under this Agreement, despite a written reminder; or
- the country in which the other party has its domicile or head office becomes involved in armed hostilities with another country, whether war be declared or not, or the country in which the other

party is based is involved in civil war and/or partly or completely occupied by another military power.

Form of notice

Notice of termination shall be given in writing by registered letter, fax, email or other means mutually agreed and addressed to the head office of the other party or to any address which has been supplied for this purpose.

In the event of an interruption of communications, notice of termination shall be deemed to be given as soon as it has been dispatched or dispatch has been attempted.

Automatic termination of this Agreement

This Agreement shall terminate without notice if insolvency, bankruptcy or liquidation proceedings are initiated in respect to one of the parties and/or if any of the parties is dismissed on the grounds of insufficiency of assets.

本合同应按照摘要表中规定的日期和时间点生效和终止。

本合同保障在摘要表中指定的期间内发生的本合同约定的所有损失。 本合同双方的权利和义务应持续有效，直至本合同期满或终止；此后，除本合同期间内发生的尚未结清的损失外，再保险接受人的责任应完全终止。

特别终止

此外，如果出现以下情况，任何一方都应有权利立即终止本合同：

- 非因发出通知一方的责任导致的法律上或者事实上都禁止或不可能再履行本合同；
- 另一方拖欠付款或营业许可被撤销；
- 另一方为了偿还债务丧失全部或者部分实收资本；
- 另一方与其他公司合并或其所有权或控制权发生重大变化；
- 本合同项下业务部分或全部转让给第三方；
- 另一方停止承保新业务或完全不续保其现有业务；
- 经书面提醒后， 另一方仍严重违反其在本合同项下的义务；

- 另一方营业所在的国家或其总公司所在的国家与其他国家陷入武装战争，无论有否宣战，或者另一方所在的国家爆发内战，和/或部分或完全被另一个军事力量占领。

通知形式

终止通知应以书面形式通过挂号信、传真、电子邮件或双方同意的其他方式发给另一方总部或为此目的提供的任何地址。

如果通信中断，终止通知一经发出或执行发出操作，即应视为终止通知已经送达。

自动终止本合同

如果一方无力偿债、启动破产或清算程序和/或如果任何一方因资产不足而被解散，本合同无需发出通知即终止。

Article 30

第三十条

Amendments and Alterations

修改和变更

This Agreement may at any time be amended by mutual consent of the parties hereto, either by addendum or correspondence, and such amendments shall be binding on both parties and be deemed to form an integral part of this Agreement.

No amendments and alterations of this Agreement shall be effective unless made in writing.

经双方同意，本合同可在任何时候通过附约或通信进行修改，此类修改应对双方均具有约束力，并被视为本合同不可分割的组成部分。

对本合同的任何修改和变更必须以书面形式作出，否则无效。

Article 31

第三十一条

Accessory Duties

附随义务

Accessory Duties under this Agreement, such as the duty to provide accounts, to report claims and insurance losses or to make information available continue as long as there is any outstanding debt under this Agreement irrespective of the reason for termination.

无论合同因何原因终止，只要本合同下有未结清的债务，本合同下的附随义务都将继续履行，例如提供账单，报告赔案和保险损失或提供信息的义务。

Article 32

第三十二条

Extended Expiration

延后到期

If this Agreement should expire while a loss covered hereunder is in progress, it is agreed that, subject to the other conditions of this Agreement, the Reinsurer shall indemnify the Reinsured as if the entire loss had occurred during the time this Agreement is in force, provided that no part of such loss occurrence may be claimed against any renewal or replacement of this Agreement.

如果本合同到期时损失正在进行中，在符合本合同其他条件的情况下，再保险接受人向再保险分出人支付赔款时，应视为此损失全部发生在本合同期间。但是再保分出人不得在本合同的续转或替代合同项下，针对此损失的任何部分提出索赔。

Article 33

第三十三条

Run-off

自然终止

In the event of this Agreement not being renewed, it is agreed to indemnify the Reinsured for losses occurring during the period of twelve months from the expiry date hereof in respect of policies and/or covers written on or prior to such expiry date at terms to be mutually agreed.

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. It is understood and agreed that each Period shall be deemed to be a separate agreement.

如果本合同不再续签，本合同到期之日或之前承保的保单，在本合同到期之日起十二个月内发生的损失，再保险接受人按双方约定的条件进行摊赔。

双方理解并同意如有需要，再保险分出人应在延期生效之日前选择接受自然终止条款。双方理解并同意每一再保险期间应视为一个独立的合同。

Section E. Law and Arbitration

第五部分 法律和仲裁

Article 34 Choice of Law

第三十四条 法律适用

The validity, construction and performance of this Agreement is to be governed by the law as specified in the Reinsurance Slip.

本合同的效力、解释和履行受摘要表中规定的法律管辖。

Article 35 Arbitration

第三十五条 仲裁

Where any dispute between the parties arising out of or in connection with this Agreement including formation and validity and whether arising during or after the period of this Agreement has not been settled through negotiation within sixty (60) days after a Party's request for consultation, both parties agree to submit the dispute to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. Subject to the provisions set out below, the arbitration shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration.

The Arbitral Tribunal shall be composed of three arbitrators. Unless the parties agree otherwise, the Arbitration Tribunal shall consist of persons (including those who have retired) with not less than ten years' experience of international insurance or reinsurance business as persons engaged in such business or advising such business in a professional capacity. If arbitrators with such experience are not on CIETAC's Panel of Arbitrators, arbitrators outside the Panel shall be appointed.

The seat of Arbitration shall be specified in the Reinsurance Slip.

The language of the Arbitration shall be Chinese.

The arbitral award is final and binding upon the parties. This arbitration agreement shall be construed as a separate and independent contract between the parties.

在本合同有效期内或者期满后，凡因本合同引起的或与本合同有关包括合同订立、效力等的任何争议，本合同当事人在一方当事人提出协商要求后六十（60）日之内仍未协商解决的，双方均同意将该

争议提交给中国国际经济贸易仲裁委员会（CIETAC）申请仲裁。除下列规定外，仲裁应按照申请仲裁时中国国际贸易仲裁委员会现行有效的仲裁规则进行。

仲裁庭由三名仲裁员组成。除当事人另有约定外，仲裁庭由从事国际保险或者再保险业务或者以专业身份为该业务提供咨询的人员（包括退休人员）组成，从业经验不少于十年。如果具有上述经验的仲裁员不在中国国际贸易仲裁委员会仲裁员名册内的，应当指定仲裁员名册以外的仲裁员。

仲裁地点应当在摘要表中注明。

仲裁语言为中文。

仲裁裁决是终局的，对双方当事人均有约束力。本仲裁条款应被理解为双方当事人之间独立于本合同的约定。

Article 36

第三十六条

Changes in the Legal Environment

法律环境的变化

If, after commencement of this Agreement, either party's liability is materially increased or extended as a result of legislative or administrative acts or as a result of court decisions if applicable, the parties hereto shall immediately take up negotiations with a view to a suitable revision of the terms of this Agreement.

合同生效后，如果任何一方的责任因为法律法规、行政行为或者法院裁判（如果适用）有实质性的增加或者延长，合同双方应当立即协商，对合同条件做适当的修改。

Article 37

第三十七条

Non-assignment

不可转让

No rights, duties or obligations of the parties under this Agreement shall be assigned by either party without the prior written consent of the other party. Any purported assignment in absence of such consent shall be void and ineffective.

任何一方未经对方书面同意，不得转让在本合同项下的权利、责任和义务，否则任何意图转让的行为都是无效的。

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorised representatives as of the following dates:

本合同相关各方已于下述日期正式签署本合同，特此为证。

In [insert City], [insert Country], this day of [insert date].

地点： （国家） （城市）

日期：

Authorized Signature

签名

And in [insert City], [insert Country], this day of [insert date].

地点： （国家） （城市）

日期：

Authorized Signature

签名

Appendix: List of Clauses for Reference

财产再保险非比例合同范本附录（供参考）

1. General Exclusions

第 1 条 通用除外

This Agreement shall not apply to the following:

- a) obligatory reinsurance and retrocession treaties;
- b) facultative reinsurance on an excess of loss basis;
- c) direct or proportional facultative acceptance of excess policies, layered policies, primaries, umbrella policies, first loss policies and policies with increased deductibles;
- d) retroactive cover in respect of known losses, incidents or circumstances likely to give rise to a loss;
- e) liabilities transferred to the Reinsured by another insurer in respect of outstanding losses;
- f) Policies including a financial side and a risk side where the financial side is clearly predominant;
- g) liability of any kind arising out of the delegation of underwriting authority to any third party, unless the Reinsurer agrees expressly and in advance on the conditions and tariffs, including the underwriting material;
- h) Extra Contractual Obligations, meaning those liabilities of the Reinsured to the Insured or a third party which are not within the coverage granted by any Policy covered under this Agreement. They include any liability of the Reinsured to pay damages to the Insured or any other party, including but not limited to punitive, exemplary, compensatory or consequential damages;
- i) risks which can be assumed in a pool that has been formed for the purpose of covering such risks, including any share allocated to the Reinsured by the pool;
- j) any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos, in whatever form or quantity (Total Asbestos Exclusion);
- k) cyber risk exclusion, if applicable, as stipulated in the Reinsurance Slip;

- l) nuclear exclusion, if applicable, as stipulated in the Reinsurance Slip;
- m) war, strikes, riots and civil commotion exclusion, if applicable, as stipulated in the Reinsurance Slip;
- n) terrorism exclusion, if applicable, as stipulated in the Reinsurance Slip;
- o) radioactive contamination, chemical, biological, biochemical and electromagnetic weapons exclusion, if applicable, as stipulated in the Reinsurance Slip;
- p) seepage and pollution exclusion, if applicable, as stipulated in the Reinsurance Slip;
- q) any other exclusions, if any, as stipulated in the Reinsurance Slip.

在下列任何情形下, 本合同不适用: :

- a) 固定分保合约和转分保合约;
- b) 超赔临分再保险;
- c) 直接或比例临分的超赔保单、分层保单、首层保单、伞式保单、第一损失保单和高免赔额保单;
- d) 对已知损失、事故或可能引起损失的情形提供的回溯保障;
- e) 其他保险人转移给再保险分出人的未决赔款责任;
- f) 以财务(而不是风险转移)功能为主要目的的保单;
- g) 因向第三方授予核保权限而产生的任何责任, 除非再保险接受人事先明确同意了相关条件与费率(包括核保材料);
- h) 合同外义务, 是指再保险分出人对被保险人或第三方的保单责任范围以外的责任, 包括再保险分出人向该被保险人或任何其他方支付的损害赔偿金(包括但不限于惩罚性、补偿性或间接损害赔偿);
- i) 可以通过专门建立的共同体承担的风险, 包括再保险分出人在该共同体中承担的任何份额;
- j) 对因石棉直接或间接导致的任何形式或数量的损失引起的索赔而产生的实际的或声称的责任(石棉完全除外);
- k) 网络风险, 具体规定见摘要表(如有);
- l) 核风险, 具体规定见摘要表(如有);
- m) 战争、罢工、暴动和内乱, 具体规定见摘要表(如有);

- n) 恐怖主义，具体规定见摘要表（如有）；
- o) 放射性污染、化学品、生物、生化和电磁武器，具体规定见摘要表（如有）；
- p) 渗漏和污染，具体规定见摘要表（如有）；
- q) 摘要表中约定的其他除外情形。

2. Sanction Exclusion

第 2 条 制裁除外

Version 1:

版本一：

The Reinsurer shall not be deemed to provide cover and the Reinsurer shall not be liable to pay any claim or benefit hereunder to the extent that the provision of such cover, payment of such claim or benefit would expose the Reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Reinsurer.

如果承保、支付相应赔偿或保险金将使再保险接受人面临任何联合国决议或适用于该再保险接受人的任何司法管辖区的贸易或经济制裁制度、法律法规项下的制裁、禁令或限制，则该再保险接受人不得被视为提供保障，且该再保险接受人不应承担该项下支付赔偿或提供保险金的责任。

Version 2:

版本二：

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.

如果承保、支付相应赔偿或保险金将使（再）保险接受人面临任何联合国决议或欧盟、英国或美国的贸易或经济制裁制度、法律法规项下的制裁、禁令或限制，则该（再）保险接受人不得被视为提供保障，且该（再）保险接受人不应承担该项下支付赔偿或提供保险金的责任。

3. Two Risk Warranty (for per Event section only)

第 3 条 两个危险单位保证（适用于事故超赔）

It is warranted that no loss shall attach hereunder unless the Reinsured sustains a loss from two or more original risks involved in the same loss occurrence.

除非一次事故造成两个或两个以上危险单位发生损失，本合同就该次事故不承担任何赔偿责任。

4. Basis of Recovery (for per Risk and per Event combined only)

第 4 条 赔偿原则（适用于险位事故联合超赔）

The Reinsured shall recover a loss from the Reinsurer on the following basis:

Risk: In the event of a loss affecting a single risk only, such loss shall be recovered under per Risk section as specified in the Reinsurance Slip.

Loss Occurrence: In the event of an Event/Loss Occurrence affecting more than one risk, the Reinsured shall either recover the loss under per Risk section or under per Event section as specified in the Reinsurance Slip. A recovery for losses from one same Event/Loss Occurrence under both per Risk and per Event sections is not possible.

再保险分出人应按以下原则提出索赔：

险位超赔：仅一个危险单位发生损失的，应在摘要表所列的险位超赔项下获得赔偿。

事故超赔：一个损失事故影响到一个以上危险单位的，应在摘要表所列的险位超赔或事故超赔项下获得赔偿。一个损失事故的损失不得在险位超赔和事故超赔项下同时获得赔偿。

5. Intermediary

第 5 条 中介机构

All communication in connection with this Agreement and all payments thereunder shall be transmitted between the Reinsured and the Reinsurer through the firm named in the Reinsurance Slip which is recognized as the Intermediary negotiating this Agreement.

It is further stipulated that the Intermediary will act expeditiously with regard to all things in connection with this Agreement, particularly in respect of rendering and settlement of accounts and balances.

本合同项下所有沟通和款项往来应经由摘要表指定的负责洽谈本合同的中介机构完成。

该中介机构应及时履行与本合同有关的职责，特别是提供和结算账单。

6. Delay in Payment

第 6 条 延迟付款

Any undisputed amount due from either party to this Agreement which is outstanding one month after the due date shall be subject to the payment of interest by the debtor party as from the expiry of the one month period of grace at the rate set out in the Reinsurance Slip.

Should the Settlement Currency under this Agreement be different from the Main Currency, the debtor party shall pay the creditor party's loss through currency fluctuation in case of delay in payment if the difference in exchange exceeds 5%.

本合同项下无争议的到期应付款项延迟支付超过 1 个月的，付款方应按摘要表规定的利率自 1 个月宽限期满之日起向收款方支付利息。

如果结算货币非主货币，延迟期间汇率波动超过 5%的，汇率损失应由付款方承担。

7. Exchange Rate Fluctuations

第 7 条 汇率波动

If for any reason the contractual term of settlement is exceeded, the debtor shall bear the currency risk upon expiry of such term. In this case, any balance overdue shall be converted into the Settlement Currency at the Official Rate of Exchange on the day the settlement term expires.

The debtor shall pay the Original Currency balance in the Settlement Currency converted at the Official Rate of Exchange ruling on the day of settlement but no less than the amount that calculated as above in the Settlement Currency.

因任何原因延期结算的，汇率风险由债务人承担。为此，延期款项将按到期日的官方汇率转换为结算货币。

实际结算时，债务人应按当日官方汇率向债权人支付结算货币，但不得少于前述按到期日汇率转换所得金额。

8. Collateralization

第 8 条 担保

It is hereby noted and agreed that, the Reinsured may require the Reinsurer to provide collateral in line with regulatory requirements

against any credit risk arising from any potential claims covered during the terms and conditions of this Agreement.

This clause shall only apply to Reinsurers domiciled outside of China.

根据监管机构要求，双方同意再保险分出人可要求再保险接受人提供符合监管要求的担保以应对本合同下可能出现的赔付带来的信用风险。

本条款仅适用于中国境外的再保险接受人。

9. Downgrading Provision

第 9 条 评级下降规定

Should the Claims Paying Ability Rating of the Reinsurer set by the Standard and Poor's or by Moody's or by any other internationally recognized agency be downgraded from that existing at the inception of this Agreement, the Reinsured shall have the right to terminate this Agreement with immediate effect.

However, this provision shall not apply if despite the downgrading the Reinsurer maintains a minimum Claims Paying Ability of A- from Standard and Poor's or the equivalent minimum rating from Moody's or any other internationally recognized rating agency.

However, this clause does not apply to the insurance or reinsurance company established in China.

当标准普尔或穆迪或任何一个国际认可的评级机构降低再保险接受人的赔款支付能力评级，使其低于再保险合同生效时的评级，再保险分出人有权选择立即终止再保险合同。

但是，如果再保险接受人维持标准普尔或穆迪或任何国际认可的评级机构 A- 及以上的评级时，本条款不适用。

另外，本条款不适用于在中国注册的保险或再保险公司。