

中国保险行业协会标准

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人寿比例再保险合同规范

Specification for life proportional reinsurance treaty

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前 言

本标准按照 GB/T 1.1—2009 给出的规则起草。

本标准由中国保险行业协会提出并归口。

本标准起草单位：中国人寿再保险有限责任公司、瑞士再保险股份有限公司北京分公司、慕尼黑再保险公司北京分公司、中国再保险(集团)股份有限公司、中国平安人寿保险股份有限公司、中国太平洋人寿保险股份有限公司、泰康人寿保险有限责任公司。

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人寿比例再保险合同规范

1 范围

本标准规定了人寿比例再保险合同的基本要求和合同构成。

本标准适用于人寿比例再保险业务的开展与管理。

2 规范性引用文件

下列文件对于本文件的应用是必不可少的。凡是注日期的引用文件,仅注日期的版本适用于本文件。凡是不注日期的引用文件,其最新版本(包括所有的修改单)适用于本文件。

JR/T 0032—2015 保险术语

3 术语和定义

JR/T 0032—2015 界定的术语和定义适用于本文件。

4 基本要求

4.1 人寿比例再保险合同的订立、生效、履行、变更和转让、权利义务终止和违约责任等,应严格遵守《中华人民共和国合同法》的规定,并应遵循合同内容所涉及的我国其他有关法律、法规、规章等规范性文件。

4.2 人寿比例再保险合同的订立和履行应遵循平等、自愿、公平、诚实信用、协商一致的原则,尊重社会公德,维护经济秩序,保护社会公共利益。

4.3 人寿比例再保险合同应采用书面形式,以合同书的形式订立。

5 合同构成

5.1 基本构成

人寿比例再保险合同包括约首部分、主文部分、约尾部分。

人寿比例再保险合同范本见附录 A、附录 B。

注:本标准仅给出一般条款的范本,特殊条款根据实际业务进行约定。

5.2 约首部分

约首部分应明确、完整地列出以下信息:

- a) 合同名称;
- b) 合同所有签订方名称。

5.3 主文部分

5.3.1 基本约定

确定合同主体、合同法律关系、合同框架。

5.3.2 主要义务条款

分入公司和分出公司的主要义务如下：

- a) 分入公司主要义务包括参与份额、自动与临时再保险、再保手续费、纯益手续费、理赔、业务报表、账单与结算、保密；
- b) 分出公司主要义务包括分出责任、自动与临时再保险、再保险费、理赔、业务报表、账单与结算、分入公司审查权、保密。

5.3.3 合同生效和期限

明确合同的生效日期及终止条件。

5.3.4 合同适用的业务范围

确定合同仅适用于分出公司在特殊条款中约定直接承保的保单责任，分出公司通过与其他公司合并、再保或购买保单等行为而获得的任何保单或责任，都不能自动适用于本合同条款。

5.3.5 分保方式

分保方式包括以下三种，合同签订时自行选择其中之一：

——共保方式：分出公司应以原保单责任为基础进行分保；

——风险保费方式：分出公司应以风险保额为基础进行分保；

注：风险保额的计算原则与方法在特殊条款中约定。

——混合方式：同时采用共保方式与风险保费方式。

5.3.6 自留额

确定自留额的计算方法。

5.3.7 分出责任

确定分出公司在合同业务范围内应分出的所有保单或责任。

5.3.8 参与份额

确定分入公司在合同下接受分出公司分出的责任。

5.3.9 自动与临时再保险

确定分入公司在合同下自动接受再保险责任的条件。分出公司应就不满足自动接受条件的保单或责任根据特殊条款中约定向分入公司进行临时分保。

5.3.10 保单条件

确定原保单条款、费率表、精算报告、核保手册、核保规则或投保规则、理赔规则或程序等分出公司提供的与分入公司所承担风险有关的所有信息和数据。

5.3.11 再保险费

确定再保险费的计算方式。

5.3.12 再保险手续费

确定再保险手续费的计算方式。

5.3.13 纯益手续费

确定纯益手续费的计算方式。

5.3.14 理赔

确定分出公司和分入公司再保险理赔的操作方式。

5.3.15 保单变更与复效

确定原保单变更成为保费缴清保单、或者部分退保、或者因为任何原因而减少保额,或本合同下原保单因保单条款的约定而自动增加保额的处理方式。

5.3.16 业务报表

确定分出公司应按特殊条款中约定的账单期间定期向分入公司提供再保险业务报表及其他有关的必要资料。

5.3.17 账单与结算

确定分出公司应在每个账单期间结束后约定期限内按照合同特殊条款及附录中约定的格式向分入公司提交电子再保账单,并约定再保账单的处理流程。

5.3.18 抵销

确定分出公司和分入公司债权债务抵销的情形。

5.3.19 费用

明确分出公司和分入公司在合同下所产生费用及成本的分担。

5.3.20 错误与遗漏

确定分出公司和分入公司在合同下的权利或义务,在约定条件下不会因再保险业务管理中的任何非故意的遗漏或错误而受到影响。

5.3.21 货币和汇率

确定计价币种及适用汇率。

5.3.22 分入公司审查权

确定分入公司对合同下再保险业务有关资料进行审查的权利。

5.3.23 数据保证

确定分出公司应向分入公司保证其所提供的所有信息的真实性,完整性和准确性,同时保证分出公

司没有对分入公司隐瞒任何重要事实或者情况。

5.3.24 最大诚信原则

合同双方承诺以最大诚信为原则处理与合同有关的所有事宜。

5.3.25 条款独立和弃权

确定当合同任何条款整体或部分在法律上无效或不可执行时,剩余的其他条款将继续有效。任何一方未能或延迟行使本合同约定的任何权利,不应被视为放弃该权利。

5.3.26 保密

确定分出公司和分入公司的保密义务。

5.3.27 数据保护

确定分出公司和分入公司对个人数据保护的义务。

注:“数据保护”部分为合同的可选要素。

5.3.28 违约责任

确定合同一方未履行合同主要义务时,合同另一方有获得补偿以及使相关保单免受未履行义务一方所造成的损失的权利。

5.3.29 反洗钱和反商业贿赂

确定分出公司和分入公司反洗钱和反商业贿赂的义务。

5.3.30 制裁责任除外

确定涉及国际、国内制裁时分入公司的责任免除。

5.3.31 仲裁条款

确定合同的争议适用仲裁解决、仲裁机构及仲裁地。

5.3.32 法律适用条款

确定合同适用中华人民共和国法律。

5.3.33 合同的修订和终止

确定合同的修订和终止条件。

5.3.34 陈述和保证

确定分出公司和分入公司陈述和保证的义务。

5.3.35 语言文字

合同使用的语言为中文和英文。若英文合同与中文合同不一致的,则以中文合同为准,除非特殊条款中另有约定。

5.3.36 术语定义

对合同中部分术语进行解释。

5.4 约尾部分

合同约尾部分应约定：

- 合同成立时间；
- 合同各签订方授权代表签字及公章；
- 合同份数、签订日期和地点。

附 录 A
(规范性附录)
人寿比例再保险合同范本

人寿比例再保险合同范本如下：

＜_____人寿比例再保险合同＞

本合同由

＜公司名称＞,＜城市＞,＜国家＞
(以下简称“分出公司”)

与

＜公司名称＞,＜城市＞,＜国家＞
(以下简称“分入公司”)

共同签订。

一般条款

A.1 基本约定

A.1.1 本合同(以下简称“合同”)由分出公司为一方与分入公司为另一方共同签订。

A.1.2 本合同由一般条款、特殊条款(包括特殊条款中列明的附录)、书面补充协议共同构成,代表了分出公司和分入公司之间在本合同下的再保业务的全部约定。其中,本合同相关的特殊条款和附件都以书面形式附于本合同并构成本合同的组成部分。

A.1.3 如果本合同中的一般条款与特殊条款有不一致之处,则特殊条款将优先于一般条款。

A.1.4 所有纳入本合同业务范围内的保单责任,分出公司和分入公司均应严格按照一般条款和特殊条款所列明的条件进行分出和分入。

A.1.5 本合同的法律关系仅限于分出公司和分入公司之间。分入公司依据本合同所接受的分入业务,并不构成它与分出保单的被保险人、受益人或者其他任何第三方有任何法律关系。

A.1.6 本合同的缔约双方具有丰富的专业经验,均已审阅过本合同并充分了解其条款及含义。因此双方同意,本合同的解释将不考虑合同的起草方,且不含有对任何一方有利的推断或解释规则。

A.1.7 除在本合同中另有明确说明外,本合同代表分出公司与分入公司之间的完整协议,并取代双方之前就本合同事宜达成的任何口头或书面协议。除本合同以外,双方之间没有任何可能影响本合同内容的口头约定或理解。

A.2 主要义务条款

本合同双方应履行的主要义务概括如下。

A.2.1 分入公司的主要义务

分入公司的主要义务如下:第 8 条参与份额、第 9 条自动与临时再保险、第 12 条再保手续费、第 13 条纯益手续费、第 14 条理赔、第 16 条业务报表、第 17 条账单与结算、第 26 条保密。

A.2.2 分出公司的主要义务

分出公司的主要义务如下:第 7 条分出责任、第 9 条自动与临时再保险、第 11 条再保险费、第 14 条理赔、第 16 条业务报表、第 17 条账单与结算、第 22 条分入公司审查权、第 26 条保密。

A.3 合同生效和期限

A.3.1 本合同自特殊条款中注明的日期起生效。

A.3.2 除非特殊条款另有约定,本合同终止日期不定,本合同将一直有效,但是可以因合同中第 33 条所描述的情况而终止。

A.4 合同适用的业务范围

A.4.1 本合同仅适用于分出公司在特殊条款中约定直接承保的保单责任。

A.4.2 分出公司通过与其他公司合并、再保或购买保单等行为而获得的任何保单或责任,都不能自动

适用于本合同条款。但是,若经双方事前书面同意,这些保单或责任则可以纳入本合同的业务范围。

A.4.3 若分出公司希望将在本合同项下分保的保单转移给另一公司或分出公司由另一公司(后继公司)所承继,分出公司应:(i)取得分入公司的书面同意,(ii)确保对所有业务的分保继续有效,且(iii)确保分出公司在本合同项下的所有权利、利益和义务转移给后继公司,即后继公司将承继分出公司而成为本合同的一方,并受本合同所有条款的约束。

A.4.4 对不在本合同业务范围内的业务或超出第____款约定的自动接受限额的业务,除该业务已经根据第9条约定接受临时分保外,否则,即使分入公司已收取再保险费,在任何情形下分入公司无须对该业务承担(除退还已收再保险费外的)任何责任,同时也并不意味着分出公司承诺将该业务根据本合同进行分保。

A.5 分保方式

[共保方式]

A.5.1 本合同分保方式为共保方式,除特殊条款另有约定外,分出公司应以原保单责任为基础进行分保。

[风险保费方式]

A.5.2 本合同分保方式为风险保费方式,除特殊条款另有约定外,分出公司应以风险保额为基础进行分保,风险保额的计算原则与方法在特殊条款中约定。

[混合方式]

A.5.3 本合同分保方式为共保方式和风险保费方式。除特殊条款另有约定外,如为共保方式,分出公司应以原保单责任为基础进行分保;如为风险保费方式,分出公司应以风险保额为基础进行分保,并按照特殊条款中对风险保额计算原则与方法的约定进行计算。

A.6 自留额

分别采用以下三类方式之一:

[共保方式]或[风险保费方式(成数)]

A.6.1 在本合同业务范围内的任一保单或责任,分出公司的自留额应根据特殊条款中的约定计算。

A.6.2 分出公司可以在本合同的任一周年日对新签发的保单调整其自留额,但须至少提前三个月以书面形式通知分入公司并取得分入公司的书面同意。除非特殊条款另有约定,任何自留额的变更不适用于已生效业务。分入公司保留在自留额发生变更后修改本合同条款的权利。

A.6.3 未经分入公司的书面同意,分出公司不能将本合同项下保单的自留部分进行分保或转移给其他公司(分出公司基于整体业务安排的巨灾超赔再保险除外)。

[风险保费方式(溢额)]

A.6.4 分出公司对本合同业务范围内的每一保单或责任都按照自留比例与风险保额的乘积确定自留额,其中,自留比例在该保单或责任纳入本合同时点确定,自留比例等于分出公司的初始自留额除以初始风险保额。初始自留额为保单或责任纳入合同时点时的自留额,初始风险保额为保单或责任纳入合同时点时的风险保额。

A.6.5 在以后的分保期间和保单的整个保险期限内,该保单或责任的[[自留额]或[自留比例]]保持不变,任意时点自留额等于该时点的风险保额与自留比例的乘积。在计算新保单或责任的初始自留额时,应在该保单或责任纳入合同时点以“每一被保险人”为基础,根据自留限额与该被保险人的在同种风险下所有已生效保单在当时的自留额共同确定。该保单或责任的初始自留额加上签发给该被保险人的在同种风险下所有已生效保单在当时的自留额不得超过分出公司的自留限额。如果同时签发多份保

单,则初始自留额应按初始风险保额的比例分配给新签发的保单。分出公司的自留限额在特殊条款中约定。

A.6.6 除非在特殊条款中另有约定,在计算分出公司的初始自留额时,分出公司承保的同一被保险人的所有有效保单的同类责任都必须考虑在内,无论该责任是否在本合同范围内。

A.6.7 分出公司可以在本合同的任一周年日对新签发的保单调整其自留限额,但须至少提前三个月以书面形式通知分入公司并取得分入公司的书面同意。除非特殊条款另有约定,任何自留限额的变更不适用于已生效业务。分入公司保留在自留限额发生变更后修改本合同条款的权利。

A.6.8 未经分入公司的书面同意,分出公司不能将本合同下保单的自留部分进行分保或转移给其他公司(分出公司基于整体业务安排的巨灾超赔再保险除外)。

注:[自留额]或[自留比例]可选。

A.7 分出责任

A.7.1 分出公司应分出本合同业务范围内的所有保单或责任。

A.7.2 在本合同业务范围内的任一保单或责任,分出公司的分出责任应根据特殊条款中约定的再保比例计算。

A.7.3 再保比例的计算原则与方法在特殊条款中约定,并且分出公司的再保比例在整个保险期限内保持不变。

A.8 参与份额

A.8.1 分入公司按照特殊条款约定的参与份额接受分出公司在本合同项下的分出责任。

A.8.2 参加本合同的分出公司和分入公司之间的关系是分别的,而非连带的,即每一个参加本合同的分入公司只对其自己的参与份额负责,而不对其他分入公司的参与份额负责。

[团体寿险业务]

A.8.3 分入公司就团体人身保险再保险业务下对每一事件的责任:除非对某一团体保单另有书面约定,否则,对该团体保单下的所有保障,分入公司因每一事件或一系列关联事件应承担的责任仅限于特殊条款中约定的分入公司的分保份额。

注:可根据实际合同签订选择采纳 A.8.1、A.8.2 或 A.8.3。

A.9 自动与临时再保险

A.9.1 如果分出公司签发的保单或责任满足以下条件且符合特殊条款的有关约定,分入公司将自动接受该保单的再保险责任:

- a) 分出公司对每一生命所承担的自留额达到本合同约定的自留限额;
- b) 分出公司签发的每一保单或责任应满足特殊条款中关于自动接受条件的约定(包括不超出特殊条款中的自动接受限额和承保限额);
- c) 分出公司根据分入公司同意的承保规则和程序签发保单或责任。

如果某保单或责任在签发日的风险保额超出特殊条款约定的“每一被保险人”承保限额,则该保单或责任不属于本合同的业务范围。

尽管有本条前述约定,如分出公司严重偏离核保标准,则分入公司对受影响的保单不负任何赔偿责任,以保障双方针对核保之审慎和专业规定。严重偏离指:

- a) 承保了根据核保标准本应拒保或延迟承保的业务;

b) 未取得核保标准要求的重要证据而承保。如果分出公司能够证明根据核保标准该证据不会导致拒保或延迟承保,则不视为严重偏离;

c) 核保过程中的其他重大过失行为,例如:未使用核保标准要求的责任免除条款。如果分出公司能够证明索赔原因与该责任免除条款无关,则不视为严重偏离。

A.9.2 对于任何不满足上述自动接受条件的保单或责任,分出公司应就该保单或责任根据特殊条款中约定向分入公司进行临时分保。在向分入公司安排临时分保时,分出公司应提供完整的保单资料(如投保单、体检报告等),分入公司有权要求得到更详尽的相关资料,并在资料齐全的情况下于____个工作日内做出同意或是拒保的临时分保要约。在分入公司完成对该保单或责任的评估且分出公司也按照下述约定接受该评估之前,分入公司对该保单或责任不承担任何责任。分入公司所做的临时分保要约均有有效期,分出公司应在报价有效期内提供临时分保要约的书面确认,分入公司没有收到分出公司对临时分保要约的书面确认,分入公司将不承担任何分保责任。一旦临时分保要约被分出公司所接受,则临时分保的保单将同时遵循临时分保条件和本合同条件,如两者冲突,以临时分保条件为准。

A.9.3 分出公司新签发的保单或责任符合本合同自动接受条件时,分入公司将与分出公司同时开始承担责任;分出公司新签发的保单或责任不符合本合同所约定的自动接受条件时,分出公司应首先向分入公司或主再保险人进行临时分保。在临时分保条件达成一致的情况下,分入公司的责任将在分出公司书面确认接受分入公司的临时分保条件之日起开始生效。

A.9.4 分出公司只有在不接受分入公司的临时分保条件时,分出公司才可以将该业务分给其他公司或自留。但是,若分入公司在收到双方约定的文件之日起____个工作日内作出了标准条件的临时分保评估意见,无任何限制条件,则分出公司不得向其他公司分保该业务。

A.9.5 除非在临时分保要约中另有约定,分入公司签发的临时分保的保单或责任应遵照合同的条件执行。然而,如果分出公司没有在保单生效后 180 天内将该临分件的再保险费支付给分入公司,分入公司将自始不承担任何分保责任。

A.9.6 分入公司临分件的临时分保要约是针对整张保单,包括其所有附加的保险责任。一旦某张保单提交给分入公司进行临分件核保,分出公司就不能将其自动分给分入公司。

A.10 保单条件

对于本合同业务范围内的保单或责任,原保单条款、费率表、精算报告、核保手册、核保规则或投保规则、理赔规则或程序等分出公司提供的与分入公司所承担风险有关的所有信息和数据,均是本合同不可或缺的组成部分。分出公司必须提前____天书面告知分入公司上述文件的任何重大补充或修改,以便分入公司有足够的时间确定应适用的分保条件,分入公司将有权根据对以上文件的补充或修改要求调整分保条件,分保条件由双方协商确定。征得分入公司的书面同意后,按照修改后的分保条件才于补充或修改的生效日生效。重大补充或修改是指一个审慎且专业的保险管理团队理应知道的将导致分入公司责任增加或风险扩大的补充或修改。分入公司有权修改受以上进行的补充或修改影响的分保业务所适用的分保条件。

A.11 再保险费

[共保方式]

A.11.1 本合同项下分保的保单或责任的再保险费以原保费方式计算,再保险费的计算方法及再保险费率参见特殊条款中的约定。

A.11.2 对于所有加费的保单,无论任何原因,分出公司应按比例向分入公司支付再保险加费。

A.11.3 对于原保单犹豫期内发生的退保,分入公司应将再保险费退还给分出公司。对于原保单犹豫

期后发生的退保或保额减少,如分出公司根据原合同条款须退还保费,分入公司应按照特殊条款中约定的方法计算并支付分出公司相应比例的再保险费。

[风险保费方式]

A.11.4 本合同项下分保的保单或责任适用的再保险费的计算方法及再保险费率参见特殊条款中的约定。

A.11.5 对于标准体风险,再保险费按照特殊条款中约定的适用于保单年度开始时与被保险人年龄、性别或职业类别等因素对应的再保险费率乘以分入公司在该保单年度初所承担的再保风险保额进行计算。这一方法同样适用于趸交保费保单和完全缴清保单。

A.11.6 对于所有加费的保单,无论任何原因,分出公司应按比例向分入公司支付再保险加费。

A.11.7 除在特殊条款中另有约定外,本合同项下的再保险费应由分出公司在保单年度开始时按年支付。

A.11.8 对于原保单犹豫期内发生的退保,分入公司应将再保险费退还给分出公司。对于原保单犹豫期后发生的退保、失效或保额减少,如分出公司根据原合同条款须退还保费,分入公司应按特殊条款中约定的方法计算并退还分出公司相应比例的再保险费。

A.12 再保手续费

A.12.1 分入公司应按照特殊条款的约定向分出公司支付再保手续费。

[共保方式]

A.12.2 对于原保单犹豫期内发生的退保,分出公司应将此再保险费对应的再保手续费退还给分入公司。

[风险保费方式]

A.12.3 对于原保单犹豫期内发生的退保,分出公司应将此再保险费对应的再保手续费退还给分入公司。对于原保单犹豫期后发生的退保、失效或转换,分出公司应返还相应比例的再保手续费。

A.13 纯益手续费

对于特殊条款中约定的可参与纯益计算的义务,分入公司将按特殊条款中的约定计算并支付纯益手续费。

A.14 理赔

A.14.1 分出公司与分入公司应遵循最大诚信原则,依据原保单条款的约定谨慎和专业地处理索赔给付。

A.14.2 分入公司应按照特殊条款中的约定,承担再保理赔金额。如果在索赔发生前分出公司未将该业务的分保安排提供给分入公司,分入公司有权拒绝赔偿。

A.14.3 当索赔金额超过特殊条款约定的理赔参与限额时,分入公司有权参与理赔,分出公司应与分入公司全面合作,将所有相关文件及所有理赔进展的完整信息在分出公司收到索赔申请之日起____个工作日内书面提供给分入公司,双方共同对此类索赔进行调查、评估、给付或拒赔。分出公司未事先征得分入公司书面同意所做的理赔决定,则该理赔决定对分入公司将不具有约束力,由此引发的争议参照仲裁条款约定处理。

A.14.4 当索赔金额超过特殊条款约定的理赔通知限额时,分出公司应在收到索赔申请之日起5个工作日内书面通知分入公司,并提供事故证明(死亡证明,疾病诊断证明等)、保险单等所有相关文件。

A.14.5 对于理赔参与限额以下的索赔,分出公司完全履行了本合同约定的在核保、理赔及再保险管理等方面应当履行的职责,在此基础上分入公司应遵循分出公司的理赔决定。

A.14.6 对于分出公司做出的通融赔付决定,只有事先得到分入公司的书面同意,分入公司才按照特殊条款中的约定,承担再保理赔金额。分入公司不承担因分出公司自身原因造成的合同约定以外的损失,比如惩罚性损失或补偿性损失。

A.14.7 除非事先得到分入公司的书面同意,否则分入公司不承担分出公司在调查和完成理赔中发生的日常业务费用。经分入公司事先书面确认,分入公司应当合理地分担分出公司就本合同项下的再保险风险的保单合同责任针对特定的索赔进行调查、调整、调解或辩护而发生的任何特别理赔费用。“特别理赔费用”包括私人调查员费用、法律费用和任何必要的诉讼费用。“特别理赔费用”不包括为获取医疗报告所支付的费用、分出公司的办公费用及其员工的薪资(包括任何理赔的外勤处理所发生的费用)。

A.14.8 如果分出公司的理赔给付金额低于保单约定的给付额度,分入公司的赔偿责任也将以相同比例降低。

A.14.9 分出公司在本合同赔付前或赔付后被豁免的及追回的赔付金额,均应按比例返还给分入公司。

A.14.10 若分出公司计划对本合同下保单的索赔进行抗辩或诉讼,应提前通知分入公司。由于对本合同下保单拒赔而导致的任何对分出公司的法律诉讼,分出公司也应及时书面通知分入公司。在上述两种情况下,分出公司均应使分入公司参与事件的发展,包括向其提供所有相关文件。

A.14.11 若分出公司计划对索赔进行抗辩或诉讼,分入公司有权选择向分出公司支付其在不进行抗辩情况下对该索赔应负的全部份额,之后分入公司对该索赔将不负任何责任。

A.14.12 关于退保金、满期金及生存金给付参见特殊条款的约定。

注: A.14.12 可选,适用于长期共保业务。

A.15 保单变更与复效

A.15.1 如果本合同项下原保单变更成为保费缴清保单、或者部分退保、或者因为任何原因而减少保额,或本合同项下原保单因保单条款的约定而自动增加保额,分入公司继续承担责任,再保比例与参与份额保持不变。

A.15.2 如本合同项下的保单中的期限扩展条款生效,分入公司将按原始条件承担该保单的再保险责任。

A.15.3 当本合同业务范围内的失效或减少保额的保单复效时,再保比例与复效前相同。如果分出公司按照新的承保规则及流程决定保单复效并作为临时分保分给分入公司,其新的承保规则及流程必须事先征得分入公司的书面同意。如果本合同项下的保单或责任根据原保单条款的约定无需健康证明而复效,则其再保保额也自动复效,否则,分入公司应根据本合同自动与临时再保险条款的约定对保单复效重新进行风险评估,分出公司应向分入公司支付保单复效前所有未付的再保险费及利息。

A.15.4 对于根据保单条款无需额外体检的保额的自动递增部分,分入公司按照再保比例与接受份额的乘积接受再保险责任。即使增加后的保额超过自动接受条件的约定,分入公司仍将承担其按再保比例与接受份额的乘积承担相应的部分。对于任何超出保单条款约定的保额增加,分入公司应重新进行风险评估,若保额增加后的风险保额超过自动接受限额,则分出公司应按自动与临时再保险条款的约定,向分入公司进行临时分保。

A.15.5 除非在特殊条款中另有约定,分入公司不承担本合同项下原保单中约定的保单转换责任。

A.16 业务报表

A.16.1 分出公司应按特殊条款中约定的账单期间定期向分入公司提供再保险业务报表及其他有关的

必要资料。

A.16.2 分出公司应在每个账单期间结束后____天内向分入公司提供本合同的再保业务报表,其中应包括该账单期间发生的新单、续期、变更(含保全)、理赔等情况。有关业务报表的具体内容在特殊条款及附录中另行约定。

A.16.3 在每一会计年度结束后的____天内,分出公司应通知分入公司该会计年度的未决赔款准备金数额,同时,分出公司还应提供所有已报未决的赔案明细清单。

A.16.4 为使合同双方能够充分履行其风险管理责任,双方应严格遵守本款之约定。因此,如果一方严重违反本款约定的义务,另一方有权收取一定的费用,且不影响其根据本合同条款享有的其他权利和补偿。

A.17 账单与结算

A.17.1 分出公司应在每个账单期间结束后____天内按照本合同特殊条款及附录中约定的格式向分入公司提交电子再保账单。

A.17.2 电子再保账单应分别按每一风险/保险的类型和/或每一类分保业务,按临分和合同业务分别列示账单期间内合同双方产生的本合同项下的所有科目的金额。账单的有关科目详见本合同特殊条款及附录中的约定。

A.17.3 分入公司应在收到业务报表和电子再保账单后的____天内进行核对并确认或提出异议。

分出公司应在接到分入公司对电子再保账单异议后的____个工作日内向分入公司提供反馈或修改。分出公司应在接到分入公司对电子再保账单确认的通知后的____个工作日内向分入公司寄送正式账单,如果正式账单余额为分出公司向分入公司支付,分出公司应在正式账单发出后____个工作日内就账单余额进行结付,如果正式账单余额为分入公司向分出公司支付,分入公司应在收到正式账单后的____个工作日内就账单余额进行结付。

注: A.17.3 可选。

A.17.4 如果在某份账单中出现差错或遗漏导致双方不能对账务完全核定,则双方应先就无争议的部分进行结付。有关的差异应在下一期账单中予以纠正。如果在较迟时候任何一方发现有任何账目不准确,该账目应该在发现后立即被纠正。

A.17.5 双方中的任何一方没有按期将账单余额支付给另一方超过一个月,账单余额将从账单期间的最后一天开始以____的利率的____%计息,利息支付以实际天数/365 计算。

A.18 抵销

合同双方之间任何已清算或未清算、已到期应支付、未到期应支付的债权或债务,只要它们已经产生或已经发生,不论分出公司还是分入公司作为债权人或债务人,只要合同双方互为债权债务,债权债务抵销后的余额将被认可并进行给付。

A.19 费用

A.19.1 除非在本合同中另有约定,任何一方不承担对方在其经营过程中产生的任何费用或成本。

A.19.2 分入公司不承担依照任何法律规定向分出公司征收的任何税金、消费税、增值税、关税、代扣所得税、管理费、强制收费或类似义务。

A.19.3 在没有限制一般性的情况下,所有邮寄费用和其他类似费用都由寄送方承担。

A.20 错误与遗漏

A.20.1 任何一方在本合同项下的权利或义务,不会因再保险业务管理中的任何非故意的遗漏或错误而受到影响,但前提是这种因疏忽而导致的遗漏或错误一经发现应当立即予以纠正。如果双方已恢复到犹如该等非故意的遗漏或错误从未发生的状况,则视为已做出纠正。

A.20.2 如果因任何遗漏或错误而使另一方构成实际经济损失,则另一方可向造成该等遗漏或错误的一方追讨赔偿。

A.21 货币和汇率

A.21.1 除特殊条款另有约定外,本合同中所列财务项目均以保单的原始币种计价,并以保单的原始币种进行结付。若结算币种非原保单币种,则应按应付款项到期日的汇率进行转换,付款方应承担因延迟付款产生的汇率风险。

A.21.2 如果特殊条款约定的相关限额所使用的币种不同于本合同项下保单或责任的结算币种,则应按照特殊条款约定的汇率将该等限额转换成交易币种。应按照特殊条款的约定对上述汇率进行复核。

A.21.3 关于汇率具体参见特殊条款的约定。

A.22 分入公司审查权

A.22.1 分出公司应保留所有承保文件,包括电子版和纸质版文件。分出公司停止将相关风险分给分入公司之后,上述文件的最短保存时间按本合同特殊条款中约定的时间执行。如果分出公司未能将上述承保文件保留至最短保存时间,分入公司有权追溯拒绝参与保单并且分出公司需返还任何数量的已付赔款,除非分出公司能够按照分入公司的要求重新获得所有有关的承保信息。

A.22.2 若分入公司提出审查要求,分入公司应提前 5 个工作日书面通知分出公司,分出公司应向分入公司提供所有与本合同项下再保险业务有关的资料。即使在紧急情况下分入公司也应至少提前 48 小时书面通知分出公司。在任何正常工作时间内,分入公司或其代表可检查任何与本合同项下再保险业务相关的文件,其费用由分入公司承担。

A.22.3 即使在本合同终止后,只要双方之间的责任与义务没有终止,分入公司仍有上述权利。

A.23 数据保证

A.23.1 分出公司承认在本合同生效之前以任何形式提供给分入公司的信息,将影响分入公司决定是否签订该合同。分出公司也承认在本合同生效后此信息以及后续提供的信息,将影响分入公司决定是否以及在何种条件下继续参与本合同。

A.23.2 分出公司应当向分入公司保证其所提供的所有信息的真实性,完整性和准确性,同时保证分出公司没有对分入公司隐瞒任何重要事实或者情况。事实或者情况的重要性取决于是否影响分入公司提供再保险服务给分出公司的决定,以及在何种条件下提供或继续提供再保险服务,或者是否继续提供再保险服务。

A.23.3 若分出公司未履行本条第 1 款和第 2 款中约定的义务,无论提供任何补偿,分入公司均有权拒绝履行本合同的义务。

A.24 最大诚信原则

本合同由双方本着最大诚信原则订立,合同双方承诺以最大诚信为原则处理与本合同有关的所有事宜。

A.25 条款独立和弃权

A.25.1 如果本合同任何条款整体或部分在法律上无效或不可执行,剩余的其他条款将继续有效。在此情况下,应对无效或不可执行的本合同条款部分予以修订或补充,使其符合原合同目的。

A.25.2 任何一方未能或延迟行使本合同约定的任何权利,不应被视为放弃该权利。

A.26 保密

A.26.1 未经另一方事先书面同意,本合同的任何一方不得复制或以任何形式公布或披露与本合同条款相关的任何信息给本合同之外的任何人。

A.26.2 本约定并不禁止将与本合同相关的信息披露给监管部门、法院、合同双方的专业顾问或分入公司的转分保接受人。此外,任何一方也应有权将与本合同相关的信息披露给其关联公司或专业顾问、咨询机构、第三方管理者、审计部门或机构,但上述信息的接受者也均必须遵守本条约定的保密义务。

A.26.3 本合同的保密义务不因本合同的终止而终止,而其保密义务将持续有效至合同终止日起_____年为止。

A.27 数据保护

为符合数据保护法律在个人数据处理方面的规定,双方承诺,保证遵守该等法律规定。尤其是,在不违背前述一般性规定的情况下,出于自身遵守法律和本合同的目的,在与分入公司从事临时分保业务时,分出公司保证其已经且承诺将继续从其保单客户处取得所有必要的许可。双方保证将根据适用的数据保护法律规定,在传输有关数据的过程中只使用(经双方一致同意的)安全的流程和系统。

注:上述条款可选。

A.28 违约责任

A.28.1 若合同一方,无论是故意还是非故意的,未履行在本合同中第2条中约定的主要义务,除可按照本合同第33条第3款c)中的约定可终止合同,合同另一方有获得补偿以及使相关保单免受未履行义务一方所造成的损失的权利。该项权利可对于因对方未履行义务而导致的任何索赔,费用或预期利润减少进行全面追溯。

A.28.2 该项补偿将会使得受损一方的财物状况达到假设该项义务被履行情况下的水平,在确定赔偿水平时,可考虑在违约行为未发生的情况下应适用的合理且适当的分保条件。对赔偿水平或任何行动存在争议的,应根据第31条的约定提请仲裁解决。本条不影响任何一方根据本合同条款享有的任何其他权利或救济。而且,如果分出公司故意隐瞒或不如实告知相关信息或数据,且可以证明一个审慎且专业的分入公司在获知真相后会拒绝为有关分出业务提供再保险保障,则分入公司有权自始撤销该分保业务。在此情况下,分出公司和分入公司之间就有关分保业务的所有已付款项须按中国人民银行公布的一年期存款年利率计息返还,且分入公司对该分保业务不承担任何责任。

A.29 反洗钱和反商业贿赂

A.29.1 为遵守有关反洗钱的法律法规,双方承诺,为本合同的目的,确保己方已经制定并将一直保留所有必要的反洗钱制度和流程。

A.29.2 分出公司和分入公司承认并同意:

- a) 禁止一切商业贿赂行为;
- b) 已经实施并要求所有公司代表或雇员严格执行其组织内的相关规则。

如果分出公司或分入公司意识到与合同有关的活动已经或可能违反了适用的反商业贿赂法律或法规,在适用法律允许的范围内,应立即通知另一方。

A.30 制裁责任除外

如果承保、支付该赔偿或提供该保险金将使分入公司面临任何联合国决议或适用于该分入公司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,则该分入公司不得被视为承保且该分入公司无承担该项下支付任何赔偿或提供任何保险金的责任。

A.31 仲裁条款

A.31.1 凡因本合同引起的或与本合同有关的任何争议,应由双方协商解决。若双方不能达成一致,应提交中国国际经济贸易仲裁委员会(或中国国际经济贸易仲裁委员会_____分会),按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁语言为中文,仲裁地点为中国<某市>(可选)。

A.31.2 仲裁裁决是终局的,对双方均有约束力。

A.31.3 双方同意将争议提交给仲裁进行裁决作为双方解决争议的唯一方法。

A.32 法律适用条款

除非在特殊条款中另有约定,本合同适用于中华人民共和国法律。如在特殊条款中有规定的,可参照其规定。

A.33 合同的修订和终止

A.33.1 双方同意的对本合同的任何修改都要适时地以书面补充协议的形式附加于本合同,且补充协议应由双方共同签署。该补充协议将成为合同的组成部分并且具有同等约束力。

A.33.2 合同双方均有权终止本合同之新签发保单业务,但须至少提前三个月书面通知对方。在通知期内,分入公司应根据本合同条款约定继续参与新签发保单业务的再保险。分入公司对于终止日期前本合同项下所有保单的再保险责任应当继续有效,直至[相关保单期满为止/相关保单下一续保日为止,而保单的续保日指保单周年日]。分入公司不再承担终止日期后本合同项下新签发保单的再保险责任。

A.33.3 关于结清终止约定如下,赎回费用的约定详见特殊条款的约定。

- a) 若分出公司未按本合同约定支付再保险费,分入公司有权提前____个月通知分出公司结清终止本合同。结清终止后分入公司不再承担任何责任。
- b) 对于再保险费率非保证的分保业务,分入公司有权提前三个月通知分出公司进行费率调整,调整后的再保险费率由双方协商确定。如____个月协商期内双方未能就再保险费率调整达成

一致,分入公司有权要求于三个月通知期满日结清终止未达成一致意见的业务。结清终止后分入公司不再承担有关未达成一致意见业务的任何责任。

- c) 在下列情况下,合同任何一方均有权在通知对方后立即终止本合同:
- 1) 由于法律环境变化或另一方出现经营状况严重恶化或出现保险监管部门监管规定中规定的偿付能力不足的情形,导致合同无法执行或合同目的不能实现;
 - 2) 合同另一方与其关联公司以外之其他公司合并或它的所有权或控制权转让至其关联公司以外之其他公司;
 - 3) 合同另一方损失了其全部或部分实收资本金;
 - 4) 合同另一方没有履行合同约定或严重违反合同并且在收到无过错方有关通知____日内没能更正;
 - 5) 合同在法律上或事实上已经无法履行,合同的任何一方均有权立即终止本合同;或者
 - 6) 合同另一方破产清算或被吊销了保险或再保险本合同业务范围内业务经营执照或业务经营许可证。

如果本合同以本条所述的任何情况(包括合同一方所在国或总部之国家发生战争、军事行动、暴乱或武装叛乱)被终止,本合同项下的一切业务将停止分出,采用结清终止的方式。自本合同终止日起,对于分出公司的所有新承保业务及有效业务,分入公司均不承担任何责任。

- d) 满足其他在特殊条款中约定的合同终止条件时,本合同终止。

A.33.4 根据本合同要求发出的通知,应以书面形式(信函、传真、电子邮件等)发至对方在本合同中注明的地址。通知自送达对方时生效,除非有证据证明其已提前收到,否则:

- a) 在派专人交付的情况下,通知于送至双方指定的地址之时视为送达;
- b) 在通过邮资预付的挂号邮件邮寄的情况下,通知于邮寄后十个工作日视为送达;
- c) 通过快递的情况下,通知于接收快递人员签字确认之时视为送达;
- d) 在通过航空邮件邮寄的情况下,通知于邮寄后五个工作日视为送达;
- e) 在以传真发送的情况下,通知于发件人传真机记录传输确认时视为送达;
- f) 在以电子邮件发送的情况下,通知到达受送达人特定系统的日期为送达日期。

A.34 陈述和保证

A.34.1 分出公司陈述和保证如下:

- a) 分出公司是一家依照法定住所地法律设立并正常存续的企业;
- b) 分出公司在适用法律的授权下,在公司章程范围内,有能力签订本协议并履行其所指的职责;
- c) 分出公司已完成所有约定的内部程序以准许其签订本合同并承担其所指的职责;
- d) 在其管理之下无人在其权限范围内违反任何当地用于监管保险的管理和服务的法律和法规;
- e) 分出公司已经取得所有政策法规的许可,从而可以分出本合同项下的保单,并且已提取这些分出业务项下各种准备金;
- f) 作为分入公司尽职调查过程的一部分,分出公司已向分入公司提供了某些数据。此数据是完整的,而且准确地描述了目前分出公司和符合本合同再保条件的保单的财务状况。

A.34.2 分入公司的陈述和保证如下:

- a) 分入公司是一家依照法定住所地法律设立并正常存续的企业;
- b) 分入公司依照中华人民共和国法律被准予经营再保险业务的营业执照,并完全合法;
- c) 分入公司在适用法律的授权下,在公司章程范围内,有能力签订本合同并履行其所指的职责;
- d) 分入公司已完成所有规定的内部程序以准许其签订本合同并履行其所指的职责。

A.35 语言文字

本合同以双语(英文及中文)写成,具有同等法律效力。若英文合同与中文合同不一致的,则以中文合同为准,除非特殊条款中另有约定。

A.36 术语定义

A.36.1 自动接受限额:对于超出自留额部分分出公司可以根据本合同条款自动获得再保险保障的保险金额上限。

A.36.2 承保限额:“每一被保险人”之最高总风险保额上限。在计算总风险保额以便确定是否超出“每一被保险人”承保限额时,分出公司应考虑同一被保险人所有有效保单(无论是否由分出公司承保)的总风险保额(无法计算风险保额的,以已承保保额为准)。对非由分出公司承保的保单,若分出公司要求被保险人提供相关信息,则根据被保人提供的信息来判断总风险保额是否超出承保限额即可。

A.36.3 核保标准:分入公司现行核保手册中规定的原则和建议,特殊条款约定的由双方约定的医学和财务核保要求,以及第____款所述(与前述核保手册和核保要求不矛盾的)核保惯例,在本款中统称为“核保标准”,构成对本合同范围内的保单或保障进行风险评估和厘定费率的基础。

A.36.4 合同周年日:针对每一日历年度,本合同生效日期之月日。

A.36.5 通融赔付:“通融赔付”指根据法律法规规定或保险合同的约定,分出公司无需承担保险责任却主动支付款项。

A.36.6 新签发保单/新承保业务:某一特定日期起或其后签发的新保单。

A.36.7 结清终止:自终止日起本合同不再具有再保责任,即对于终止日后分出公司的所有新承保业务及终止日前所有已承保的业务,分入公司均不再承担任何责任。对于终止日前所有已承保的业务,计算在终止日已赚的再保险费、再保手续费、终止日之前发生但未决分保赔款和所有未付或在付的款项,进行双方结清。结清终止合同之情况下,双方有权根据合同的约定收取被撤销业务的赎回费用。

(签署页)

本合同一式_____份,作为文件凭证,由双方各自法定代表人或授权代表人在下列时间和地点签署并且开始成立。

_____人寿保险有限公司

法定代表人或授权代表人:

在 于 年 月 日

_____再保险有限公司

法定代表人或授权代表人:

在 于 年 月 日

附 录 B
(规范性附录)
人寿比例再保险合同范本(英文版)

人寿比例再保险合同范本英文版如下:

<Life Proportional Reinsurance Treaty>

Entered into between

<Company Name>, <City>, <Country>
(the Company)

and

<Reinsurer Name>, <City>, <Country>
(the Reinsurer)

Jointly signed.

General Conditions

B.1 Basic Agreement

B.1.1 This Treaty (hereinafter referred to as “Treaty”) is made and entered into by and between the Company of one part and the Reinsurer of the other party.

B.1.2 It is hereby declared and agreed that these General Conditions, the following Special Conditions (including the appendices listed in the Special Conditions) and the written amendment constitute the entire Treaty between the Parties. And related terms in the Special Conditions and attachments shall all attached to this Treaty in written and be a part of this Treaty.

B.1.3 In the event of any discrepancy between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

B.1.4 The Company agrees to cede and the Reinsurer agrees to accept the policies or benefits falling within the scope of this Treaty upon the terms set out in these General Conditions and the Special Conditions.

B.1.5 This is a Treaty solely between the Company and the Reinsurer. The acceptance of reinsurance under this Treaty shall not create any right or legal relationship between the Reinsurer and the policyholder, the insured, the beneficiary, or any other party to any policy of the Company which may be reinsured under this Treaty.

B.1.6 This Treaty is between sophisticated parties, each of which has reviewed this Treaty and is fully aware and informed about its terms and conditions and implications thereof. The parties therefore agree that this Treaty shall be construed without regard to the authorship of the language and without any presumption or rule of construction in favor of either party.

B.1.7 Save as expressly addressed elsewhere in this Treaty, it represents the entire Treaty between the Company and the Reinsurer and supersedes, with respects to its subject matter, any prior oral or written Treaty between the parties.

B.2 Articles on Main Obligations

The main obligations of the parties under this Treaty are summarized as follows.

B.2.1 Main Obligations of the Reinsurer

The main obligations of the Reinsurer are as follows: Article8 The Reinsurer’s share, Article9 Automatic and Facultative Reinsurance, Article12 Reinsurance Commissions, Article13 Statement of Profit Commission, Article14 Claims, Article16 Reporting, Article17 Statement of Account and Settlement, Article26 Confidentiality.

B.2.2 Main Obligations of the Company

The main obligations of the Company are as follows: Article7 Reinsurance Liability, Article9 Automatic and Facultative Reinsurance, Article11 Reinsurance Premium, Article14 Claims, Article16 Reporting, Article17 Statement of Account and Settlement, Article22 The Right of Inspection of the

Reinsurer, Article 26 Confidentiality.

B.3 Commencement and Duration

B.3.1 This Treaty shall take effect on the date when the Treaty is executed by both parties.

B.3.2 Unless specified in the Special Conditions, this Treaty shall remain effective for an indefinite period, but may be cancelled in accordance with the provisions set forth in Article 33 of this Treaty.

B.4 Scope

B.4.1 This Treaty shall apply to the insurance policies, including supplementary benefits, underwritten by the Company set forth in the Special Conditions and any subsequent amendments to this Treaty.

B.4.2 Any policies acquired by the Company through reinsurance or the purchase of another company's policies or through merger with or acquisition of another company shall not be automatically included under the scope of this Treaty.

B.4.3 If the Company intends to transfer any Reinsured Policy, or if the Company under the Reinsured Policies is replaced by another company (in each case, the "Successor Company"), the Company shall (i) get written approval from the Reinsurer, (ii) ensure the Successor Company has obtained any necessary license to assume the rights and obligations hereunder, and (iii) ensure the Company's rights, interests and obligations under this Treaty shall be transferred to the Successor Company. Upon satisfaction of the three conditions in this sub-Article, the Successor Company shall replace the Company as a party of this Treaty, and shall assume the Company's rights and obligations under this Treaty.

B.4.4 Accepted automatically by the Reinsurer of a reinsurance premium in respect of business not falling within the scope of this Treaty or not falling within the underwriting limit as per section _____, unless accepted facultatively as per Article 9, will under no circumstances give rise to the Reinsurer having a liability in respect of that business (other than for a refund of the reinsurance premiums received) or commit the Company to reinsure such business under this Treaty.

B.5 Reinsurance Basis

[Original Terms]

B.5.1 Unless otherwise specified in the Special Conditions, all risks shall be reinsured on an original sum assured basis. "Original Sum Assured" means the sum insured of the Reinsured Policies at the time the Reinsured Policies are issued.

[Risk premium]

B.5.2 Unless otherwise specified in the Special Conditions, all risks shall be reinsured on sum at risk basis. The sum at risk at any time shall be calculated as set out in the Special Conditions.

[Original Terms & Risk Premium]

B.5.3 The Treaty shall be covered in the form of original terms and risk premium, unless specified in the Special Conditions, such as in the form of original terms, the Company shall be separately covered by the original policy liability; In the case of risk basis, the Company shall cede on the base of the re-

insurance premium, and calculate the sum at risk in accordance with the terms set out in the Special Conditions.

B.6 Retention

Choose respectively one of the following three methods:

Original Terms & Risk Premium QS

B.6.1 The Company shall retain a proportionate share of the risk under each Reinsured Policy as set out in the Special Conditions (the “Retention Quota”).

B.6.2 The Company has the right to change the Retention Quota with respect to new business by giving three (3) months’ prior written notice to the Reinsurer before its effective date. The revised Retention Quota shall apply to new Reinsured Policies issued on or after the effective date of such revision. The Reinsurer reserves the right to revise the terms of the Treaty in light of sun alteration of the Company’s Retention Quota.

B.6.3 Without the Reinsurer’s written consent, the Company shall not reinsure any part of the risk it has retained under this Treaty on any basis without the Reinsurer’s written consent, except for Catastrophe Excess of Loss Reinsurance based on retained risk.

Risk Premium Surplus

B.6.4 The Company shall decide the retention according to the product of retention proportion and sum at risk under each policy or benefits within the business scope of this Treaty. Amongst, proportion of the retention shall be decided as this policy or benefits included into this Treaty, the retention is equal to the sum gained from the original sum at risk divided by the original retention. In a future accounting period and within the period of the validity of the insurance policy, the policy or benefits of the [retention] or [the proportion of the retention] (Optional) remains the same, at any given time risk retention is equal to the point of the forehead and retention rate of the product. The original amount of retention is the amount of retention when the policy or liability is included in this Treaty, and the original risk shall be the risk of the policy or benefits being included in the time of the Treaty.

B.6.5 Retention at the beginning of the calculation of new policy or benefits, should be in the insurance policy or liability point into the Treaty on the basis of “per life”, according to the retention amount and the insured under the same risk of all is to take effect at the time of retention policy jointly set, when calculating the original retention of the new policy or responsibility, The retention including the original retention under this policy or responsibility and all affect policy under the same kind of risk separated to the Reinsurer at the point should not surpass the limit of retention of the Company. If pieces of policies have been signed at the same time, the original retention shall be separated to the new signed policy according to the proportion of the original sum at risk. And the limits of retention for the Company shall be guaranteed in the Special Conditions.

B.6.6 Every Reinsured Policy in force with the Company on the same life shall be taken into account when determining the Company’s retention in respect of that life, unless otherwise specified in the Special Conditions.

B.6.7 The Company holds the right to change its Retention Limit on the anniversary of this Treaty subject to giving not less than three (3) months’ prior written notice. The revised Retention Limit shall only apply to new Reinsured Policies issued on or after the effective date of such alteration. The Reinsurer reserves the right to revise the terms of the Treaty in light of such alteration of the Compa-

ny's Retention Limit. Unless otherwise specified in this Treaty, policy loans shall not be taken into account when calculating the sum at risk.

B.6.8 Without the Reinsurer's written consent, the Company shall not reinsure any part of the risk it has retained under this Treaty on any basis without the Reinsurer's written consent, except for Catastrophe Excess of Loss Reinsurance based on retained risk.

Note: [Retention] or [The proportion of the retention] is optional.

B.7 Reinsurance Liability

B.7.1 The Company shall cede all policies or benefits within the scope of this Treaty.

B.7.2 The liabilities of the Company ceded under the Reinsured Policies shall be calculated subject to the ratio as set out in the Special Conditions.

B.7.3 The Ratio of Reinsurance shall be calculated as set out in the Special Conditions, and the Ratio of Reinsurance of the Company shall remain constant throughout the term of the Reinsured Policies.

B.8 The Reinsurer's Share

B.8.1 The share of ceded policies or benefits the Reinsurer agrees to accept is set out in the Special Conditions.

B.8.2 The relationship of the Company and the Reinsurer is not related, and it means each Reinsurer is only responsible for its own share and not for other Reinsurer's share.

B.8.3 [Group Life Insurance Business] The responsibility of the Reinsurer under group life reinsurance to each event; unless otherwise Treaty in written for another group policy, the Reinsurer shall bear responsibilities limit to the reinsured ratio of the Reinsurance as a result of each event or a series of related events. The Reinsurer shall be liable for the loss of death and disability within 12 months after the accident. If a few events are caused by common reason or a complete event consists of a series events, still will be regarded as related events, even if such events themselves is independent both in time and place.

Note: According to the actual contract signed ,choose to adopt B.8.1,B.8.2 or B.8.3.

B.9 Automatic and Facultative Reinsurance

B.9.1 The Reinsurer agrees to accept reinsurance automatically of Reinsured Policies meeting the following conditions:

- a) The risks totally retained by the Company on each life under all cessions reach the Retention Limit set forth in the Special Conditions; and
- b) The amount of reinsurance ceded by the Company to the Reinsurer on each life under all cessions does not exceed the Automatic Binding Limit set forth in the Special Conditions; (including within the Limit of Automatic Binding and Reinsured); and
- c) The application is underwritten in accordance with the Company's normal underwriting rules and procedures, and

In the case of that the sum at risk of a policy or guarantee surpass the limit of underwriting to "perreinsured" stipulated in the Special Conditions, the policy or guarantee is beyond the business

scope under this Treaty. and

If the Company deviates seriously from the standard of underwriting, the Company shall not be liable for the affected policies, so as to ensure the prudent and professional regulation of the two parties. And “deviate seriously” is referred to as:

- a) Underwriting business should be refused or postponed according to the underwriting standards;
- b) Underwriting without evidence required by underwriting standards. If the Company can prove that this evidence will not lead to rejection or delay of coverage according to the underwriting standards, it will not be regarded as a serious deviation; or
- c) Other major negligent behaviors in the process of underwriting, such as the exemption of liability for non-use of the underwriting standards. If the Company can prove that the cause of the claim has nothing to do with the liability exemption, it is not regarded as a serious deviation.

B.9.2 Any policy not meeting the conditions for automatic reinsurance shall be submitted to the Reinsurer for facultative underwriting. To obtain facultative reinsurance from the Reinsurer, the Company shall provide complete insurance papers (application form, reports by medical examiners etc.) relating to the policy and other additional information required by the Reinsurer. Getting all necessary materials, the Reinsurer shall examine the papers submitted and shall confirm whether to accept or decline the facultative reinsurance within _____ working day. To accept the Reinsurer’s offer to reinsure a policy, the Company shall notify the Reinsurer of its acceptance in writing. Once the Company has accepted a facultative offer, reinsurance of the policy will be subject to any terms and conditions of the offer itself and to the terms and conditions of this Treaty.

B.9.3 The Reinsurer’s liability begins at the same time as the Company if and only if the cession does not exceed the Automatic Binding Limit. If the cession exceeds the automatic acceptance limit, then the Company must refer to the Reinsurer facultatively. In the case of a successful facultative reinsurance arrangement, the Reinsurer’s liability shall commence on the day the Company has accepted the Reinsurer’s offer to reinsure the policy; the Reinsurer’s liability shall commence at the same time as the Company if the Reinsurer has given its prior written consent to accept the cession.

B.9.4 The Company may reinsure it elsewhere or retain it if the Company does not accept the assessment made by the Reinsurer. However, if the Reinsurer makes evaluation advice of temporary reinsurance on standard conditions within _____ working days since receiving the documents agreed upon by both parties, without any constraints, the Company shall not reinsure to any other companies.

B.9.5 A policy or benefit accepted facultatively by the Reinsurer shall be subject to the conditions of this Treaty unless otherwise specified in the facultative assessment. The Reinsurer’s liability, however, shall cease if the first premium due for that cession is not paid within 180 days of its due date.

B.9.6 A facultative assessment made by the Reinsurer shall apply to the entire policy, including all benefits attaching thereto. Once a policy has been submitted to the Reinsurer for facultative assessment, the Company may not bind the Reinsurer automatically under this Treaty.

B.10 Policy Conditions

As to the policies or liabilities within the business scope of this Treaty, the original reinsurance

terms, tariff, actuarial report, underwriting manuals, underwriting rules or insurance rules, claim rules or procedure provided by the Company and all information and data concerning taking risk consist of this Treaty as indispensable parts. The Company must notify the Reinsurer all important supplement or modification of the above-mentioned documents _____ days in advance at least so as for the Reinsurer to decide the applicable reinsurance conditions with sufficient time. The Reinsurer will have the right to adjust the reinsurance conditions according to the requirements of the above file change, reinsurance conditions to be negotiated by both parties. After retaining the written consent of the Reinsurer, the change shall take effect on the effective date of the change. A significant change is a deliberate and professional insurance management team that is supposed to know about changes that lead to increased liability or increase risk. The Reinsurer shall have the right to modify the sub-insurance conditions applicable to the reinsurance business affected by the change.

B.11 Reinsurance Premium

[Coinsurance basis]

B.11.1 For the policy or benefits reinsured under this Treaty, the reinsurance premium shall be calculated based on original terms basis. The calculation basis of reinsurance premium and premium rate are as set out in the Special Conditions.

B.11.2 In respect of any policy where there is an additional premium payable to the Company for any reason whatsoever, extra reinsurance premium shall be payable by the Company to the Reinsurer proportionately.

B.11.3 If a policy is surrendered during the cooling-off period under the original policy, the Reinsurer will reimburse the Company the corresponding reinsurance premium. For a policy which is surrendered or with a reduction in sum insured after the cooling-off period under the original policy, if the Company is required to refund the premium under the original policy conditions, the Reinsurer shall refund the corresponding reinsurance premium to the Company proportionally in accordance with the calculation basis set out in the Special Conditions.

[Risk premium basis]

B.11.4 The calculation basis of reinsurance premium and the premium rate applicable to the policy or benefits reinsured under this Treaty are as set out in the Special Conditions.

B.11.5 For standard risks, reinsurance premium shall be calculated by multiplying the premium rate as specified in the Special Conditions according to factors such as age, sex and occupational class of the insured at the beginning of the policy year by the Reinsurer's share of the insured's sum at risk for that policy year. For single payment policy or paid-up policy, the calculation basis of reinsurance premium shall follow the same approach abovementioned.

B.11.6 In respect of any policy where there is an additional premium payable to the Company for any reason whatsoever, extra reinsurance premium shall be payable by the Company to the Reinsurer proportionately.

B.11.7 Unless otherwise specified in the Special Conditions, the reinsurance premium payable under this Treaty shall be payable by the Company annually from the beginning of that policy year.

B.11.8 If a policy is surrendered during the cooling-off period under the original policy, the Reinsurer will reimburse the Company the corresponding reinsurance premium. For a policy which is surrendered, terminated or with a reduction in sum insured after the cooling-off period under the original

policy, if the Company is required to refund the premium under the original policy conditions, the Reinsurer shall refund the corresponding reinsurance premium to the Company proportionally in accordance with the calculation basis set out in the Special Conditions.

B.12 Reinsurance Commission

B.12.1 The Reinsurer shall pay reinsurance commission to the Company in accordance with the terms specified in the Special Conditions.

[Coinsurance basis]

B.12.2 If a policy is surrendered during the cooling-off period under the original policy, the Company shall reimburse the Reinsurer the corresponding reinsurance commission.

[Risk premium basis]

B.12.3 If a policy is surrendered during the cooling-off period under the original policy, the Company shall reimburse the Reinsurer the corresponding reinsurance commission. For a policy which is surrendered, terminated or converted after the cooling-off period under the original policy, the Company shall refund the corresponding reinsurance commission to the Reinsurer proportionally.

B.13 Profit Commission

For the business which is eligible for profit sharing as specified in the Special Conditions, the Reinsurer shall pay profit commission as calculated according to the terms in the Special Conditions.

B.14 Claims

B.14.1 Both the Company and the Reinsurer shall follow the principle of utmost good faith and claims shall be handled in a prudent and professional manner in accordance with the policy conditions.

B.14.2 [Life Insurance] The Reinsurer shall be liable for the claim amount reinsured in accordance with the terms specified in the Special Conditions. If the cession has not been sent to the Reinsurer before the claim is incurred, the Reinsurer shall have the right to deny a claim.

B.14.3 For claims exceeding the Claim Authority Limit as specified in the Special Conditions, the Reinsurer shall have the right to participate in the claims assessment. The Company shall co-operate fully with the Reinsurer. All relevant documents and full information related to the claim development shall be submitted to the Reinsurer in writing within _____ working days upon receipt of the claim application by the Company. Both parties shall jointly investigate, assess, settle or decline such claims. Any claim decision made by the Company without prior mutual Treaty by the Reinsurer shall not be binding on the Reinsurer and any dispute arising from such claim shall be handled according to the Article on Arbitration.

B.14.4 Proofs of death and other documents reasonably required by the Reinsurer relevant to the claim shall be furnished to the Reinsurer in 5 working days after the Company receives all such documents from the claimant (or within such time is reasonably practicable for the Company to furnish such information to the Reinsurer), if the claim exceeds the Notification Claim Limit specified in the Special Conditions.

B.14.5 For claims within the Claim Authority Limit, the Reinsurer shall follow the settlement of the

Company provided that the Company complies with all its obligations under Treaty including underwriting, claims and reinsurance administration.

B.14.6 Any claim payment made by the Company on an ex-gratia basis shall be shared by the Reinsurer in accordance with the Special Conditions only if there is prior written consent by the Reinsurer. The Reinsurer shall not be liable for any extra-contractual damages that are levied against the Company (such as punitive or compensatory damages).

B.14.7 Unless there is any prior written consent by the Reinsurer, the Reinsurer shall not be liable for any ordinary expenses arising from investigation and handling of claims which are incurred by the Company. Provided that the Reinsurer agreed in writing in advance, the Reinsurer will share any extra-ordinary claims expenses in relation to the investigation, adjustment, settlement or contest of a specific claim under a policy which is reinsured under this Treaty in a reasonable manner. "Extra-ordinary claims expenses" include private investigator fees, legal expenses and any litigation fee that is necessary. "Extra-ordinary claims expenses" do not include any expenses incurred for obtaining medical report nor any office expense or salaries of the employees of the Company (including any expenses incurred due to field work done in claims handling process).

B.14.8 If a claim is settled by the Company is at a lesser amount than the benefit amount as required under the policy conditions, the claim amount payable by the Reinsurer shall be reduced proportionally.

B.14.9 Relief and recoveries, whether recovered or received by the Company prior or subsequent to claim settlement under this Treaty shall be shared proportionately with the Reinsurer.

B.14.10 The Company shall notify the Reinsurer in advance of its intention to contest or litigate a claim involving a policy reinsured hereunder. The Company shall also provide the Reinsurer with prompt notice of any legal proceedings initiated against the Company in response to any denial of a claim on such a policy. For both cases aforementioned, the Company shall keep the Reinsurer involved in developments in both such instances, including furnishing all relevant documents.

B.14.11 If the Company proposes to contest or litigate a claim, the Reinsurer, at its discretion, may pay the Company its full share as if the claim were not contested, in full discharge of its obligation to the Company for that claim.

B.14.12 The surrender cash, expiration cash and claim payment of maturity benefit are set out in the Special Conditions.

Note: B.14.12 is optional, applicable to long-term coinsurance business.

B.15 Policy Changes and Reinstatement

B.15.1 If a policy reinsured under this Treaty has become a paid-up policy, is partially surrendered, or if the sum insured is reduced for any reason, or if there is any automatic increase in its sum insured according to the original policy conditions, the Reinsurer shall continue to be liable for such policy while the ratio of reinsurance and participation share shall remain unchanged.

B.15.2 If a policy reinsured under this Treaty is maintained in force by extended term provisions, the Reinsurer shall be liable to reinsure such policy in accordance with the original policy conditions of such policy.

B.15.3 For a policy reinsured under this Treaty which has previously been surrendered or with its sum insured reduced, if such policy is reinstated, the ratio of reinsurance shall remain the same as that prior to the reinstatement. If a policy is reinstated in accordance with the new underwriting re-

quirements and process of the Company and such policy is submitted to the Reinsurer for facultative assessment, the new underwriting requirements and process shall be agreed in advance by the Reinsurer. If a policy or benefit reinsured under this Treaty is reinstated without evidence of health in accordance with the policy conditions, the amount reinsured shall be reinstated automatically. Otherwise, the reinstatement of such policy is subject to the underwriting assessment by the Reinsurer in accordance with the provisions on automatic and facultative reinsurance under this Treaty. The Company shall pay to the Reinsurer all unpaid reinsurance premium and interests prior to the policy reinstatement.

B.15.4 If the sum insured of a policy or benefit reinsured under this Treaty is increased without evidence of health in accordance with the policy conditions, the Reinsurer shall be liable for such policy in accordance with the ratio of reinsurance and participation share. Any non-contractual increase shall be subject to underwriting assessment by the Reinsurer. If the sum insured after such increase exceeds the automatic acceptance limit, the Company shall submit the case to the Reinsurer for facultative assessment in accordance with the provisions on automatic and facultative reinsurance under this Treaty.

B.15.5 Unless otherwise specified in the Special Conditions, the Reinsurer shall not be liable for any policy conversion under the original policy conditions for policies covered under this Treaty.

B.16 Reporting

B.16.1 The Company shall provide the Reinsurer with the bordereaux for the reinsurance and other necessary information on a regular basis in accordance with the accounting period as set out in the Special Conditions.

B.16.2 Within _____ days after each accounting period, the Company shall submit to the Reinsurer the bordereaux for this Treaty. The bordereaux should include details regarding any new policy, renewal, policy changes (including preservation) and claims for the respective accounting period. The detailed bordereaux requirements are specified in the Special Conditions and Appendix.

B.16.3 Within _____ days after each accounting year, the Company shall notify the Reinsurer on the amount of claim reserves for that accounting year. Meanwhile, the Company shall provide a bordereaux list of all outstanding claims.

B.16.4 It is noted that strict adherence to the provisions of this section is required in order for the parties to perform their risk management duties adequately and to publish accurate financial results. Therefore, in the event of a material failure by one party to fulfill its obligations as per this section, the other party shall have the right to levy a fee, without prejudice to such other rights and remedies as may be available to it under the terms of this Treaty.

B.17 Statement of Account and Settlement

B.17.1 The Company shall, within _____ days of each accounting period, submit the statement of account in electronic format in accordance with the format as specified in the Special Conditions and Appendix.

B.17.2 The statement of account shall provide details on the amount for each risk/ insurance type and/ or each type of reinsurance business, separately for facultative business and other reinsurance business under this Treaty for that accounting period. Detailed requirements for the relevant items in

the statement of account are specified in the Special Conditions and Appendix.

B.17.3 The Reinsurer shall review and confirm or raise any objections on the bordereaux and statement of account within _____ days of receipt.

The Company shall provide feedback or adjustment on the statement of account within _____ working days of receiving such objections on the statement of account from the Reinsurer. The Company shall provide the official statement of account within _____ working days upon receipt of the confirmation from the Reinsurer on the statement of account. If the balance shown in the statement of account shall be payable by the Company to the Reinsurer, the Company shall settle the balance within _____ working days upon its submission of the official statement of account. If balance shown in the statement of account shall be payable by the Reinsurer to the Company, the Reinsurer shall settle the balance within _____ working days upon receipt of the official statement of account.

Note: B.17.3 is optional.

B.17.4 Should there be any items incorrect in or missing from a statement of account and thus the account cannot be confirmed in full, settlement shall first be made between the parties in respect of those undisputed balances. Such errors or omissions shall be corrected in the next statement of account. If there is any error in the statement of account which has been discovered by either party later on, such account shall be corrected immediately upon discovery.

B.17.5 If either party fails to pay the account balance to the other party for more than one month, the account balance will be calculated from the last day of the billing period at _____ of _____ interest rate of the debt currency in the default period, interest payments shall be calculated on the pro rata basis of actual number of days divided by 365.

B.18 Offsetting

For any claim or liability that is due or not due and payable to the other party, regardless of whether the Company or the Reinsurer is the debtor or creditor and whether the party is liquidated or not, the claim or liability could be set off against each other and the net balance shall be settled between the parties, provided that such claim or liability has incurred and both parties are the creditor and debtors to each other for such claim or liability.

B.19 Expenses

B.19.1 Unless otherwise agreed elsewhere in this Treaty, either party shall not be liable for any expenses or costs incurred by the other party in its operations.

B.19.2 The Reinsurer shall not be liable for any tax, consumption tax, value-added tax, customs duty, withholding income tax, management fee, compulsory charge or any other similar obligations that are imposed on the Company according to any applicable laws.

B.19.3 In the absence of a general limitation, all mailing costs and other similar charges are borne by the sending party.

B.20 Errors and Omissions

B.20.1 The rights or liabilities of either party under this Treaty shall not be prejudiced in any way by

any inadvertent omission or error which may arise in the administration of reinsurance business, provided that rectification is made by the party who is responsible for the inadvertent omission or error immediately upon discovery. Such inadvertent omission or error is considered as rectified if the parties are reverted to the position as if such omission or error had not occurred.

B.20.2 If there is any actual economic loss incurred by the other party due to any omission or error, the other party has the right to claim remedies from the party causing such omission or error.

B.21 Currency and Exchange Rate

B.21.1 Unless otherwise specified in the Special Conditions, the financial items specified in this Treaty are stated in the original currency of the policy and settlement shall be made in the original currency of the policy. If payments are payable in a currency other than the original currency of the policy, they shall be converted at the rate of exchange ruling on the date of the payments is due, nothing that the debtor shall bear the currency risk for any late payment.

B.21.2 If the policies or benefits included under the scope of this Treaty are denominated in a currency other than the one in which the monetary limits are set out in the Special Conditions, the monetary limits shall be converted to this other currency using the exchange rates specified in the Special Conditions. Such exchange rates shall be reviewed as specified in the Special Conditions.

B.21.3 Specific terms relating to the rate shall be specified in the Special Conditions.

B.22 The Right of Inspection of the Reinsurer

B.22.1 The Company shall reserve all the paper about reinsurance both in electronic and in written. After the Company ceases to distribute the relevant risks to the Company, the shortest saving time of the above documents shall be executed according to the time specified in the Special Conditions. If the Company fails to reserve the above mentioned documents to the minimum period, the Reinsurer has the right to refuse to participate in the policy to the starting point and the Company shall reimburse paid indemnity in spite of the amount, unless the Company can regain all related reinsurance information in accordance to the Reinsurer.

B.22.2 The Reinsurer shall give the Company a written notice 5 working days in advance, if it intends to inspect, the Company shall provide all relevant documentation in respect of any policies or benefits hereunder this Treaty. The Reinsurer shall give the Company a written notice 48 hours in advance even in emergency case. The Reinsurer or its representative have a right to inspect all relevant documentation in respect of any policies or benefits hereunder this Treaty within normal working hour, and the Reinsurer shall undertake fees.

B.22.3 The Reinsurer shall have such a right of inspection so long as the benefits and liabilities between both parties are in force even after the termination of this Treaty.

B.23 Data Warranty

B.23.1 The Company acknowledges that the information which it provided in whatever form to the Reinsurer prior to the commencement of this Treaty constituted the basis for the Reinsurer's decision to enter into this Treaty. The Company also acknowledges that the Reinsurer continues to rely on this

information and further information provided after the commencement of this Treaty in deciding whether and under what terms to continue to participate in this Treaty.

B.23.2 The Company represents and warrants to the Reinsurer as a continuing representation and warranty that all information supplied to the Reinsurer in connection with this Treaty is true, complete and accurate and that the Company is not aware of any material fact or circumstance which has not been disclosed to the Reinsurer. A fact or circumstance shall be considered material if knowledge of it would influence the judgement of the Reinsurer in determining whether or not to provide the reinsurance cover to the Company, on what terms to provide or continue such cover, or whether or not to continue to provide such cover.

B.23.3 In the event that the Company fails to fulfil the obligation according to paragraphs 1 and 2 of this Article, the Reinsurer shall have the right to decline participation in the claims payment(s) concerned irrespective of any other remedy provided for in this Treaty.

B.24 Utmost Good Faith

The parties to this Treaty made and entered into in the principle of utmost good faith and undertake to use utmost good faith in all matters relating hereto.

B.25 Severability and Waiver

B.25.1 If any provision of the Treaty shall be found invalid or unenforceable according to the applicable jurisdiction, the other terms shall remain effective. Under such circumstance, these terms which are invalid or unenforceable shall be modified or supplied so as to confirm to the purpose of the original Treaty.

B.25.2 No failure or delay by either party in exercising any right under this Treaty shall be deemed to be a waiver thereof.

B.26 Confidentiality

B.26.1 Without written consent of another party, either party of this Treaty shall not copy, publish in any forms or disclose any information about terms in this Treaty (including but not limited to the information accumulation and industry risk analysis in normal business) to any other person except for parties under this Treaty.

B.26.2 This provision does not prohibit disclosure of information to the regulatory authorities, the courts, the professional advisers of the parties to the Treaty or the retrocessionaire of the Reinsurer to the company. In addition, either party shall have the right to disclosure the information to its affiliated companies, consulting agencies, third party administrators, financial auditors, but these information receivers mentioned hereinabove shall also be bound by the confidentiality obligation.

B.26.3 The confidentiality obligation of this Treaty shall not be terminated by the termination of this Treaty, and its confidentiality obligation shall continue to be valid until the expiration of X years from the date of termination of the Treaty.

B.27 Data Protection

For the purpose of compliance with data protection laws regulating the processing of personal data, each party undertakes to ensure its compliance with the provisions of relevant laws. In particular, without prejudice to the foregoing general provisions, to fulfill its legal and contractual obligations, the Company confirms that it has obtained and undertakes that it will obtain on a continuing basis all requisite consents for any facultative business with the Reinsurer. The parties confirm that each will only use secured processes and systems (as mutually agreed) for the transfer of such data in accordance with the provisions of the applicable data protection act.

Note: The above terms are optional.

B.28 Remedies for Breaches

B.28.1 If either party of this Treaty, whether intentional or unintentional, fails to perform obligations set out in article 2 of the Treaty, unless the Treaty is terminated according to section c) in the third paragraph of article 33 in this Treaty, the other party has the right to be compensated and to protect its relevant policies from the losses caused by the default party fulfill its obligations. This right may be fully retroactive to any claim, cost, or expected profit reduction resulting from the failure of the other party to perform its obligations.

B.28.2 The indemnity shall compensate the Party-in-loss to the level as if the obligation has been fulfilled by the default Party. The level of the indemnity may be determined by taking into consideration the reinsurance terms which would have reasonably and properly followed with full retrospective effect if the default had not occurred. Disagreements over the level of the indemnity or any action shall be submitted to arbitration as per Article 31. Nothing in this Article shall affect any other rights or remedies enjoyed by the other party under the Treaty. Furthermore, if the Company has intentionally concealed or misrepresented relevant information or data, and it can be demonstrated that a prudent and professional reinsurer, in possession of the true facts, would have declined to provide reinsurance protection for such business, then the Reinsurer shall have the right to cancel such reinsurance business with retrospective effect. In this case, all payments between the Company and the Reinsurer on this reinsurance arrangement shall be refunded at the interest rate specified in section 13.3 and no liability shall remain with the Reinsurer for this reinsurance business.

B.29 Anti-Money Laundering and Anti-Commercial Bribery

B.29.1 By virtue to relevant anti-money laundering regulations, each party undertakes to ensure that, for the purpose of the Treaty, its own anti-money laundering systems and procedures have been established and maintained.

B.29.2 The Company and the Reinsurer admit and agree:

- a) All commercial bribery shall be prohibited;
- b) All company representatives, employees are required to strictly enforce the rules in their organization.

If the Company or the Reinsurer discovered any activities in relation to this Treaty have already

been or may be in violation of the applicable commercial bribery laws or regulations, a prompt notification shall be sent to the other party to the extend permit by applicable law.

B.30 Sanctions Resolutions

No reinsurer shall be deemed to provide cover and no reinsurer 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 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.

B.31 Articles on Arbitration

B.31.1 Both parties shall try to settle any disputes arising out of or in connection with this Treaty by negotiation. If both parties fail to reach to the Treaty, they shall submit the case to China International Economic and Trade Arbitration Commission (CIETAC) (or China International Economic and Trade Arbitration Commission _____ Branch) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The language of arbitration is Chinese, and the place of arbitration is China <city> (optional).

B.31.2 The arbitral award is final and binding upon both parties.

B.31.3 Both parties agree that arbitration shall be the exclusive method to settle the dispute.

B.32 Governing Law

Unless otherwise agreed in the Special Conditions, this Treaty shall be governed by the law of the People's Republic of China.

B.33 Alterations and Termination of the Treaty

B.33.1 All amendments to this Treaty agreed by both parties shall be duly attached to this Treaty in the form of a written supplementary Treaty, and the supplementary Treaty shall be signed by both parties. This supplementary Treaty shall be part of the Treaty and shall be equally binding.

B.33.2 Either party has the right to terminate reinsurance business linked to new issued policies by giving in advance at least three months' written notice to the other party. During such notice period, the Reinsurer shall continue to be liable for new cessions established under the terms of this Treaty. Reinsurer's liability to all policies under the Treaty remains valid until the termination date. Upon termination in accordance with this paragraph, reinsurance of a policy ceded before the date of termination shall remain in force until the related policy's expiry or subject to the terms and conditions for this Treaty. After expiry of this Treaty, the Reinsurer is not liable for any new businesses.

B.33.3 The terms on retroactive cancellation shall be specified in the Special Conditions.

- a) If the Company fails to pay the reinsurance premium as promised in the Treaty, the Reinsurer shall have the right to claim the settlement and request the termination of the Treaty with _____ month's prior to the notice. The Reinsurer's liability under the Treaty is re-

leased upon termination.

- b) Under the case where reinsurance premium rates are non-guaranteed, the Reinsurer has the right to notify the Company about adjustment on the rates three months in advance and the reinsurance premium rates after adjustment shall be determined by both parties through negotiation. If both parties fail to reach an Treaty about the adjustment during _____ months negotiation period, the Reinsurer has the right to terminate the business which has not agreed upon the expiration of the three months' notice. After the termination of the settlement, the Company will no longer bear any responsibility for the business not reaching a consensus.
- c) In following circumstances, either party of this Treaty has the right to notify the other to terminate this Treaty with immediate effect:
 - 1) The Treaty cannot be performed or the purpose of the Treaty cannot be achieved due to the changes in the legal environment or that the other Party's operation is seriously deteriorating or becomes insolvent in accordance to the regulations of the insurance regulatory authorities;
 - 2) The other party is merged with companies other than its affiliated company or its ownership or control transferred to a company other than its affiliated company;
 - 3) The other Party loses the whole or part of its paid-up share capital;
 - 4) The other party fails to perform the responsibility obliged by the Treaty or seriously violates the Treaty and has failed to take remedial measures within _____ days upon receipt of the no-fault party's notice;
 - 5) The performance of this Treaty is rendered impossible de jure or de facto for reasons not attributable to the Party giving notice;
 - 6) The other party of the Treaty went to bankruptcy or has its business license or business operation permission that the Treaty or the insurance contracts attached to revoked.

If this Treaty is terminated in any circumstances mentioned in this article, (including the country of one Party involved in armed hostilities with the country in which the other Party has its domicile or head office), all cession under the Treaty shall be ceased as if the Treaty is terminated . Since the termination of this Treaty, reinsurer shall not be liable to any new business or in-force business.
- d) This Treaty shall be terminated when other termination conditions listed in the Special Conditions are satisfied.

B.33.4 The notice under this Treaty shall be issued in writing (letter, fax, e-mail etc.) to the address indicated in this Treaty. The notice shall enter into force upon delivery, unless there is evidence that it has been received in advance, The notice is deemed to be served:

- a) In the case of delivery by hand, the notice shall be deemed to be served upon delivery to the address designated by the parties;
- b) In the case of pre-paid registered mail, the notice shall be deemed to be served within 10 working days after the post is mailed;
- c) In the case of express delivery, the notice shall be deemed to be served when the Courier is signed and confirmed by the Courier;
- d) In the case of mail by air mail, the notice shall be deemed to be served five working days after the post;

e) In the case of delivery by fax, the notification shall be deemed to be served when the sender's fax machine records transmission confirmation;

f) In the case of delivery by e-mail, the notification shall be deemed to be served when addressing the specific system of the receiver.

B.34 Representations and Warranties

B.34.1 The Company represents and warrants as follows:

- a) It is duly organized and validly existing under the laws of its domicile country; and
- b) It is empowered under applicable laws and by its charter and bylaws to enter into and perform the duties contemplated in this Treaty; and
- c) It has taken all requisite corporate proceedings to authorize it to enter into and perform the duties contemplated in this Treaty; and
- d) No person under its management and authorization has violated any local laws and regulations governing insurance; and
- e) It has obtained any and all regulatory approvals as may be required for the Company to cede the policies covered hereunder and to assure whatever reserve credits it may wish to take for such cession; and
- f) As part of the process of due diligence, the company has provided some data to the reinsurer. This data completely and accurately describes the financial status of the company and of the policies subject to the reinsurance Treaty.

B.34.2 The Reinsurer represents and warrants as follows:

- a) It is duly organized and validly existing under the laws of its domicile country; and
- b) It has been granted a license to operate a reinsurance business under the laws of the People's Republic of China and is in good standing under those laws; and
- c) It is empowered under those laws and by its charter and bylaws to enter into and perform the duties contemplated in this Treaty; and
- d) It has taken all requisite corporate proceedings to authorize it to enter into and perform the duties contemplated in this Treaty.

B.35 Language

This Treaty is written bilingually (in English and Chinese) and has equal legal effect. Where the English version is inconsistent with the Chinese version, the Chinese version shall prevail unless otherwise agreed in the schedule.

B.36 Term Definition

B.36.1 Automatic Acceptance Limit: Refers to the sum insured up to which the Company is automatically covered in accordance with the provisions of this Treaty for any amount in excess of its retention.

B.36.2 Issue Limit: The maximum sum at risk "per life". In calculating the total sum at risk to be compared with the "per life" issue limit, the Company shall take into account all sums at risk (or

sums insured when the relevant sum at risk is not available) for every in force policy on the same life, whether written by the Company or not. With respect to policies not written by the Company, it shall be sufficient to rely on the information given by the insured, provided that the Company requests such information, to determine whether the issue limits have been exceeded.

B.36.3 Underwriting Standards: The principles and recommendations set out in the Reinsurer's current underwriting manuals, the medical and financial underwriting requirements mutually agreed upon and documented in the Special Conditions as well as the underwriting practices referred to in Article _____ (provided they do not conflict with the manuals and requirements just mentioned), together referred to as the "Underwriting Standards", form the basis for the assessment and rating of the policies or benefits covered by this Treaty.

B.36.4 Treaty Anniversary Date: In respect of each calendar year, the corresponding month and date of the effective date of this Treaty.

B.36.5 Ex-gratia payment: "Ex-gratia payment" refers to any payment which the Company made on its discretion but such payment is not required to be made according to the requirements under the applicable law or its policy conditions

B.36.6 New Policy/New Business: the definition refers to any new policy issued on or after a specific date.

B.36.7 Recapture: Upon the cancellation date, there shall be no reinsurance liability under this Treaty. That is, the Reinsurer shall not be liable for any new business and enforce business written prior to the cancellation date. In respect of any enforce business written prior to the cancellation date, any reinsurance premium or reinsurance commission earned prior to the cancellation date, claims incurred prior to the cancellation date and amount outstanding or in payment, shall be calculated. Upon recapture, the parties shall be entitled to charge a recapture fee as per the provisions under this Treaty.

(Signature Page)

In Witness whereof, the Parties hereto by their respective duly authorized representatives have executed this Treaty in _____ copies on the date written and places indicated as follows:

For and on behalf of _____ LIFE INSURANCE COMPANY

Legal representative or authorized representative

In ,

This day of (year)

For and on behalf of _____ REINSURANCE COMPANY

Legal representative or authorized representative

In ,

This day of (year)

参 考 文 献

- [1] 中华人民共和国合同法
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