

**NON LIFE PROPORTIONAL TREATY
REINSURANCE AGREEMENT**

中国保险行业协会

财产再保险比例合同范本（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。

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Section A. Terminology and System of Reinsurance

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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。

“Gross Insurance Liability” shall be the sum insured in respect of each risk, unless the parties agree on the Maximum Possible Loss or any figure other than the sum insured.

总保险责任：单一危险单位的保险金额，双方也可以约定为最大可能损失或其他金额。

“Insurance Compensation” shall mean any compensation, interest or Allocated Expenses paid or payable by the Reinsured in respect of any insurance loss under Policies covered under this Agreement.

保险赔偿金：再保险分出人就本合同项下保单已付和应付的保险损失赔偿、利息或分摊费用。

“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。

“Original Currency” shall mean the currency applied to the Policy.

原货币：保单使用的货币。

“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 Compensation” shall mean any amounts paid or payable by the Reinsurer to the Reinsured in respect of any Insurance Compensation after taking into account salvages, recoveries and payments from third parties, including any recoveries from other reinsurers, whether collected or not.

再保险赔偿金：保险赔偿金在扣除残值、追偿款和第三方支付款项（包括已经或尚未从其他再保险人处取得的赔款）后，再保险接受人向再保险分出人已付或应付的金额。

“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。

“Surplus Liability” shall mean that portion of the Gross Insurance Liability in respect of each risk which exceeds the Retention but limited by an agreed multiple of the Retention(Surplus section only).

溢额责任（仅适用于溢额部分）：每个危险单位的总保险责任超出自留额的部分,但以约定自留额倍数为限。

Article 2

第二条

Obligatory Reinsurance

固定再保险

In return for reinsurance premiums, the Reinsurer agrees to pay to the Reinsured Reinsurance Compensation in respect of each Policy, 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 cover all Policies accepted by the Reinsured with inception date during the Reinsurance Period 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在再保险合同期间内开始生效的所有保单，且保单应符合摘要表规定的险种和地域。

Article 4

第四条

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 5

第五条

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 6
第六条

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 7
第七条

Reinsurer's Share

再保险接受人的份额

The Reinsured agrees to cede to the Reinsurer such shares of all policies covered by this Agreement as are set forth in the Reinsurance Slip.

The Reinsurer shall receive its share of the original gross premiums accrued to the Reinsured subject to the original terms and conditions and the Original Currencies. If the Reinsurer has assumed liability for an insured risk, it is entitled to its share of the reinsurance premium even if the Reinsured has not received the premium owing to it.

Quota share reinsurance (only applicable to Quota Share section)

Reinsurance Compensation and reinsurance premium are calculated by applying the reinsurance percentage share as defined below to the Insurance Compensation and insurance premium.

The reinsurance percentage share is calculated by multiplying the quota share by the Reinsurer's participation share set out in the Reinsurance Slip.

Surplus reinsurance (only applicable to Surplus section)

Reinsurance Compensation and reinsurance premium are calculated by applying the reinsurance percentage share as defined below to the Insurance Compensation and insurance premium.

The reinsurance percentage share is calculated by dividing the Surplus Liability by the Gross Insurance Liability. The resulting share shall then be multiplied by the Reinsurer's participation share. Surplus Liability and participation share are set out in the Reinsurance Slip.

再保险分出人同意根据摘要表的约定，将本合同保障的所有保单按照约定份额分出给再保险接受人。

再保险接受人应按照原条款和条件以及原货币向再保险分出人收取原保费的相应份额。如果再保险接受人承担了保险责任，即使再保险分出人没有收到保费，再保险接受人仍有权享有相应份额的再保险保费。

成数再保险（仅适用于成数部分）

再保险赔偿金和再保险保费等于保险赔偿金和保险保费分别乘以再保险比例。

再保险比例等于摘要表约定的成数分出比例乘以再保险接受人的参与份额。

溢额再保险（仅适用于溢额部分）

再保险赔偿金和再保险保费等于保险赔偿金和保险保费分别乘以再保险比例。

再保险比例等于溢额责任除以总保险责任，再乘以再保险接受人的参与份额。溢额责任和参与份额在摘要表中约定。

Article 8

第八条

Reinsured's Retention (only applicable to Surplus section)

再保险分出人自留额（仅适用于溢额部分）

The Reinsured shall have absolute discretion in fixing the amount of its retention on any one risk and in determining what constitutes one risk.

The amount retained by the Reinsured on each risk shall be governed by the Reinsured's Table of Retention included within the Reinsurance Slip which forms an integral part of this Agreement.

再保险分出人有权自行决定每一危险单位自留额以及危险单位的划分。

再保险分出人应按照摘要表约定的自留额表确定每一危险单位自留额，该自留额表构成本合同不可分割的组成部分。

Article 9

第九条

Retention Reporting (only applicable to Surplus section)

自留额通知（仅适用于溢额部分）

The Reinsured shall retain for its own account the full amount set out in the Reinsurance Slip. All reinsurance treaty covering its retention shall be advised to the Reinsurer before such reinsurance commences.

再保险分出人应按摘要表的约定自留全部金额。就自留额所作的所有合约再保险安排，再保险分出人应在前述再保险开始之前通知再保险接受人。

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

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 12

第十二条

Follow the Fortunes

共命运

The Reinsurer shall, subject to the terms and conditions of this Agreement, follow the underwriting fortunes of the Reinsured.

The liability of the Reinsurer in respect of each cession hereunder shall be subject to all the stipulations, clauses, waivers and modifications of the original policy and of any endorsement thereto, except insofar as they are contrary to the terms of this Agreement.

在符合本合同约定的前提下，再保险接受人跟从再保险分出人的承保结果。

再保险接受人对分保至本合同项下的每一笔业务的责任，应符合保单的所有约定、条款、豁免以及变更，但与本合同条款相悖的除外。

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

Reinsurance Premium

再保险保费

The Reinsured shall pay to the Reinsurer its share of the same original gross rate of premium accrued hereunder less only cancellation and return premiums.

再保险分出人应在应计原保险保费（签单保费）减去退保和返还的保费后，按再保险接受人的份额向其支付保费。

Article 16

第十六条

Commission

分保手续费

The Reinsurer shall allow the Reinsured a reinsurance commission in the manner specified in the Reinsurance Slip.

再保险接受人应按摘要表约定的方式向再保险分出人支付分保手续费。

Article 17

第十七条

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 18

第十八条

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受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 19

第十九条

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 20

第二十条

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 21

第二十一条

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 22

第二十二條

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 23

第二十三條

Premium and Loss Reserve Deposit

保费和赔款准备金留存

The parties may agree on a premium reserve deposit or a loss reserve deposit as set out in the Reinsurance Slip.

双方可按照摘要表的约定进行保费或赔款准备金留存。

Section C. Account and Payment

第三部分 账单和结付

Article 24

第二十四條

Accounts

账单

The Reinsured shall provide the Reinsurer with statements of account for each period within the time limit set out in the Reinsurance Slip.

The account shall include such reinsurance premiums, Reinsurance Compensations, commissions, taxes and other items as indicated in the Reinsurance Slip.

An estimate of all outstanding losses falling under this Agreement will be furnished by the Reinsured at the same time as the accounts are rendered.

The account shall be rendered in Original Currency or currencies stipulated 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。

账单应包括再保险保费、再保险赔偿金、手续费、税及摘要表列明的其他项目。

再保险分出人应估算本合同项下所有未决赔款，与账单同时提供给再保险接受人。

账单应以原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 25

第二十五条

Confirmation of Account and Payment of Balance

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 26

第二十六条

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 Original Currency be different from Settlement 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。

原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 27

第二十七条

Bordereaux

分保明细表

The bordereaux arrangements for the risks ceded under this Agreement and the losses incurred are set forth in the Reinsurance Slip.

The bordereaux sent to the Reinsurer by the Reinsured shall merely serve to give the Reinsurer information about the risks ceded under this Agreement. The Reinsurer's liability under this Agreement shall not be extended by unilateral advices of the Reinsured, e.g. in bordereaux or account. Risks which do not come within the scope of this Agreement or exceed their extent of liability may only be reinsured thereunder if offered separately by the Reinsured and accepted explicitly by the Reinsurer.

再保险分出人按摘要表列明的方式向再保险接受人提供本合同项下的分出风险明细表和已发生损失明细表。

明细表仅以向再保险接受人提供本合同项下分出风险信息为目的。再保险接受人在本合同项下的责任范围不因再保险分出人单方面提供的信息（如明细表或账单中的信息）而扩大。对非本合同范围内业务或超出责任范围的风险，只有在再保险分出人另行要求并经再保险接受人明确同意的情况下，本合同方得承保。

Article 28
第二十八条

Cash Call
现金摊赔

Whenever the amount of the actual or anticipated Insurance Compensation exceeds the figure set out in the Reinsurance Slip, the Reinsured may ask the Reinsurer's written agreement for payment within the time limit set out in the Reinsurance Slip after receipt of such request.

However, the Reinsurer's duty to pay within such time limit should be subject to that the Reinsured (i) has paid or is about to pay the Insured the relevant insurance loss; and (ii) has provided the Reinsurer with all related facts, claim or loss assessment and adjusting reports.

实际或预计的保险赔偿金超过摘要表列明的金额时，再保险分出人可在征得再保险接受人书面同意后，要求其在摘要表列明的期限内支付赔款。

再保险接受人承担前述义务的前提是：（1）再保险分出人已经或将要向被保险人支付保险损失；（2）再保险分出人向再保险接受人提供了所有有关事实信息、损失评估和理算报告。

Article 29
第二十九条

Portfolio Transfer
业务转移

All cessions hereunder shall run to their natural expiry unless the Reinsurance Slip provides for the assumption and withdrawal of portfolio in which case the Reinsurer will be credited and debited respectively with its proportion of a premium portfolio at the commencement and termination of each underwriting year of which this Agreement is in force. Liability in respect of outstanding losses

will be treated in the same way if so provided in the Reinsurance Slip.

本合同项下分保业务运行直至其自然终止，除非摘要表规定了业务转入和转出。为此，再保险接受人应分别贷记和借记其在本合同有效期内每一业务年度起止日所占转移业务保费的份额。摘要表如有规定，未决赔款亦可采用相同的方式转移。

Article 30

第三十条

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 31
第三十一条

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 32
第三十二条

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 33

第三十三条

Commencement and Termination

起期与终止

This Agreement shall take effect on the date and at the time set forth in the Reinsurance Slip and shall remain effective for an indefinite period. Either party shall be free to terminate any or all of the shares listed in the Reinsurance Slip by tendering notice in accordance with the period and date indicated in the Reinsurance Slip.

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.

本合同应于摘要表规定的日期和时间生效，并将持续有效。任何一方均有权根据摘要表中列明的期限和日期提出通知，终止摘要表中所述的任意或全部份额。

特别终止

此外，如果出现以下情况，任何一方都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 34

第三十四条

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 35

第三十五条

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 36

第三十六条

Effects of Termination

终止效力

After the date of termination, any existing cessions shall be allowed to run to their natural expiry unless the Reinsured elects to withdraw the portfolio in accordance with the conditions contained herein, if any.

Should the parties agree on portfolio transfer in the Reinsurance Slip to cease coverage for Policies in force at termination of this Agreement in respect of losses, whose trigger falls on or subsequent to such termination date, the Reinsurer shall return unearned reinsurance premium as a premium portfolio exit. Such

premium shall be calculated by applying the same methodology uses for premium portfolio entries.

The termination of this Agreement shall not affect the Reinsurer's liability to compensate the Reinsured in respect of losses outstanding at the date of termination of this Agreement.

However, should the parties agree on portfolio transfer in the Reinsurance Slip to release the Reinsurer from any such liability (clean cut), the Reinsurer shall pay the Reinsured as a loss portfolio exit the percentage share, set out in the Reinsurance Slip, of outstanding losses.

在合同终止日期后，所有已分保业务的再保险责任应持续至该业务自然满期为止，除非再保险分出人根据本合同约定（如有）选择转出业务。

如双方同意按照再保险合同约定进行业务转移，对于终止之日当日或之后的未到期业务的再保险责任，再保险接受人应退还未满期分保费给再保险分出人，以解除其未了责任。退还分保费的计算方法与未到期责任保费转入的计算方法相同。

本合同的终止应不影响再保险接受人对终止之日的未决赔款的摊赔责任。

但如果合同双方决定转移业务以解除再保险接受人责任（即结清），再保险接受人应按摘要表中规定的未决赔款的一定比例进行摊赔。

Section E. Law and Arbitration

第五部分 法律和仲裁

Article 37 第三十七条

Choice of Law 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 38 第三十八条

Arbitration 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 39

Changes in the Legal Environment

第三十九条

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 40

第四十条

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. Delay in Payment

第 2 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 Original 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。

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

3. Policies in Force at Commencement

第 3 条 保单转入

Should the parties agree in the Reinsurance Slip to cover Policies in force at commencement of this Agreement in respect of losses which fall on or subsequent to such commencement date, the Reinsured shall pay reinsurance premium as a premium portfolio entry in respect of the period subsequent to the commencement date of this Agreement. Such premium shall be calculated pro rata temporis or by applying statistical methods, in particular proportional and flat-rate methods, expected to give approximately the same results as individual calculations, as agreed in the Reinsurance Slip.

如果双方在摘要表中约定，本合同承保在其起期时已生效保单在本合同起期日或其后发生的损失，作为业务（保费）转入，再保险分出人应就该等保单在本合同起期后的未了责任期间支付相应的再保险保费。根据摘要表中约定，再保险保费应按时间比例计算或应用如比例和固定费率等统计方法计算，以得到和逐单计算相近的结果。

4. Losses Outstanding at Commencement

第 4 条 未决损失转入

Should the parties agree in the Reinsurance Slip that the Reinsurer shall assume liability to compensate the Reinsured in respect of losses outstanding at commencement of this Agreement, the Reinsured shall pay the Reinsurer as a loss portfolio entry the percentage share, set out in the Reinsurance Slip, of outstanding losses.

如果双方在摘要表中约定本合同承保其起期时的未决损失，作为损失转入，再保险分出人应就转入份额根据摘要表的约定向再保险接受人支付对价。

5. Policies in Force at Termination

第 5 条 保单转出

Should the parties agree in the Reinsurance Slip to cease coverage for Policies in force at termination of this Agreement in respect of losses which fall subsequent to such termination date, the Reinsurer shall return unearned reinsurance premium as a premium portfolio exit. Such premium shall be calculated by applying the same methodology used for premium portfolio entries.

However, the parties may agree in the Reinsurance Slip that after termination of this Agreement due to ordinary termination the Reinsurer will continue to grant coverage in respect of Policies in force until their natural expiry, cancellation or next anniversary, whichever occurs first, except that for Policies with a term of twelve months plus odd time coverage shall not be granted for more than eighteen months in total.

如果双方在摘要表中约定本合同终止后不再承保已分保保单在本合同终止后发生的损失，作为业务（保费）转出，再保险接受人应返还未满期再保保费。按与业务（保费）转入相同的方式计算返还保费。

双方也可以在摘要表中约定本合同正常终止后，本合同仍然承保此前已生效保单直至其自然终止、退保或者下一个周年日，以日期在先者为准。如果保单的保险期间为 12 个月，并提供零星时段保障，保险期间合计最长不得超过 18 个月。

6. Losses Outstanding at Termination

第 6 条 未决损失转出

The termination of this Agreement shall not affect the Reinsurer's liability to compensate the Reinsured in respect of losses outstanding at the date of termination of this Agreement.

However, should the parties agree in the Reinsurance Slip to release the Reinsurer from any such liability (clean cut), the Reinsurer shall pay the Reinsured as a loss portfolio exit the percentage share, set out in the Reinsurance Slip, of outstanding losses.

本合同终止不影响再保险接受人对终止时的未决赔款的赔偿责任。

但是，如果双方在摘要表中约定本合同终止后再保险接受人不再承担本合同项下任何责任（即结清），作为损失业务转出，再保险接受人应根据摘要表约定的未决损失转出比例向再保险分出人支付对价。

7. Auto Commutation

第 7 条 自动结清

The parties may agree that, upon the anniversary year as set out in the Reinsurance Slip following the expiry of this Agreement ("Run-off Expiry Date"), this Agreement shall be automatically commuted by both parties in accordance with the procedure and conditions set out below:

- The Reinsured shall submit to the Reinsurer a final statement of account including the total amount of outstanding claims reserves as at the Run-off Expiry Date within the time limit as set out in the Reinsurance Slip after the Run-off Expiry Date.
- Upon agreement with the amount, the Reinsurer shall, pay the Reinsured an amount ("Commutation Amount") as set out in the Reinsurance Slip in respect of the total outstanding claims reserves within the time limit as set out in the Reinsurance Slip after receiving the final statement of account upon which the Agreement shall be deemed commuted.
- Payment of the Commutation Amount shall constitute full and final release of the Reinsurer's liability under this Agreement.
- Each party shall bear its own part of any expenses incurred in relation to the commutation process.

双方同意，再保险期间届满后，本合同在摘要表约定的周年日（结清日）按下列程序和条件自动结清：

- 再保险分出人应在摘要表列明的期限内向再保险接受人提供最终账单，包含结清日未决赔款准备金总额。
- 再保险接受人收到最终账单，双方就未决赔款准备金总额达成一致后，再保险接受人应根据摘要表规定的期限和方式向再保险接受人支付结清所需金额（结清金额）。
- 再保险接受人在本合同项下的责任因结清金额的支付而全部解除。
- 结清过程中产生的费用由双方各自承担。

8. Sanction Exclusion

第 8 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。

9. Intermediary

第 9 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。

10. Exchange Rate Fluctuations

第 10 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。

11. Collateralization

第 11 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。

12. Downgrading Provision

第 12 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。