

INSURANCE ACT  
(CHAPTER 142, SECTIONS 35B AND 35L)

INSURANCE (LLOYD'S ASIA SCHEME) REGULATIONS

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[1st February 2002]

PART I

PRELIMINARY

**Citation**

1. These Regulations may be cited as the Insurance (Lloyd's Asia Scheme) Regulations.

**Definitions**

2. In these Regulations, unless the context otherwise requires —

“accounting period” means the period beginning from the commencement of insurance business in Singapore by any foreign insurer under these Regulations or 1st January of any year, as the case may be, and ending 31st December of that year for which accounts relating to insurance business carried on in Singapore by the foreign insurer under these Regulations are kept, unless otherwise allowed by the Authority;

“Accounting Standards” has the same meaning as in section 4(1) of the Companies Act (Cap. 50);

“administrator” means Lloyd's of London (Asia) Pte. Ltd.;

“agent”, in relation to a member of Lloyd's, means an agent in respect of the carrying on of insurance business in Singapore by the member with authority to enter into contracts of insurance on behalf of the member;

“Chain of Security”, in relation to a member of Lloyd's, means the member's premiums trust fund, funds at Lloyd's as defined in paragraph 4 of the Lloyd's Membership Byelaw (No. 17 of 1993), other personal wealth of the member and the New Central Fund;

“collective investment scheme” has the same meaning as in section 2(1) of the Securities and Futures Act (Cap. 289);

“Council of Lloyd’s” means the Council of Lloyd’s established by the Lloyd’s Act 1982 of the United Kingdom;

“counterparty” means any person who is under a financial obligation to the Service Company, as an agent of a syndicate, in respect of the business of the syndicate written by the Service Company;

“debt security” includes any debenture, bond or note;

“electronic record” has the same meaning as in section 2 of the Electronic Transactions Act (Cap. 88);

“equity security” includes any stock, share, depository receipt or unit in a collective investment scheme;

“final judgment” means any final judgment given or made by a court of competent jurisdiction and includes a final award in proceedings on an arbitration (if the award has, in pursuance of the law in force in the place where it was made, become enforceable in the same manner as a judgment given by a court in that place) where —

- (a) there is no right of appeal against the judgment or award;
- (b) the time within which an appeal may be made has expired; or
- (c) the relevant member or Service Company has confirmed that it does not intend to appeal;

“holding company” has the same meaning as in section 5 of the Companies Act;

*[S 665/2010 wef 04/11/2010]*

“Lloyd’s” means the society of underwriters known in the United Kingdom as Lloyd’s and incorporated by the Lloyd’s Act 1871 of the United Kingdom;

“Lloyd’s Premiums Trust Deed” means a trust deed made by a member of Lloyd’s in a form determined by the Council of

Lloyd's as a form of trust deed in accordance with the provisions of which the member is to carry to a trust fund all amounts received or receivable by him, or on his behalf, in respect of any insurance business;

“managing agent” means —

(a) a person listed as a managing agent on the register of underwriting agents maintained under the Lloyd's Underwriting Byelaw (No. 2 of 2003); or

*[S 814/2004 wef 01/01/2005]*

(b) a person appointed to perform the functions of a managing agent under the Lloyd's Substitute Agents Byelaw (No. 20 of 1983) or the Lloyd's Underwriting Byelaw (No. 2 of 2003);

“member of Lloyd's” means a person admitted to membership of Lloyd's as an underwriting member and includes, where the context so requires, any person who has ceased to be a member of Lloyd's and any administrator, administrative receiver, committee, curator bonis, executor, liquidator, manager, personal representative, supervisor or trustee in bankruptcy, or any other person by law entitled or bound to administer the affairs of the member or former member concerned;

“New Central Fund” means the fund established under the Lloyd's New Central Fund Byelaw (No. 23 of 1996);

“permitted trust outgoings” means —

(a) in relation to an insurance fund for Singapore policies established under regulation 11(1)(a), Permitted Singapore Policies Trust Outgoings, as defined in the Lloyd's Asia (Singapore Policies) Instrument made by the Council of Lloyd's on 13th February 2002; and

(b) in relation to an insurance fund for offshore policies established under regulation 11(1)(b), Permitted Offshore Policies Trust Outgoings, as defined in the Lloyd's Asia (Offshore Policies) Instrument made by the Council of Lloyd's on 13th February 2002;

“premiums trust fund”, in relation to a member of Lloyd’s, means the trust fund set up with respect to the member’s insurance business (other than long term business) constituted or regulated under the Lloyd’s Premiums Trust Deed and includes the member’s Singapore Policies Trust Fund and Offshore Policies Trust Fund constituted by the Lloyd’s Asia (Singapore Policies) Instrument and the Lloyd’s Asia (Offshore Policies) Instrument made by the Council of Lloyd’s respectively;

“quarter” means any period of 3 months beginning on 1st January, 1st April, 1st July or 1st October of any year;

“reinsurance recoverables” means any amount that a Service Company is entitled to recover on behalf of a syndicate, but has yet to recover, from its reinsurance counterparty in respect of claims that have been paid by the Service Company on behalf of the syndicate;

“Service Company” means any company registered with the administrator under regulation 6;

“subsidiary” has the same meaning as in section 5 of the Companies Act (Cap. 50);

“syndicate” means a member of Lloyd’s or a group of members of Lloyd’s underwriting insurance business at Lloyd’s through the agency of a Lloyd’s underwriting agent to which member or group a particular syndicate number is assigned by or under the authority of the Council of Lloyd’s;

“unit”, in relation to a collective investment scheme, has the same meaning as in section 2(1) of the Securities and Futures Act (Cap. 289);

“valid claim” means a claim for a sum of money which is admitted to by the foreign insurer or its Service Company or which is payable under a final judgment;

*[S 814/2004 wef 01/01/2005]*

“valuation date” means the date on which the assets and liabilities of the business of a syndicate written by a Service Company are valued.

*[S 814/2004 wef 01/01/2005]*

*[S 665/2010 wef 04/11/2010]*

## PART II

### REQUIREMENTS RELATING TO AND DUTIES OF MEMBERS OF LLOYD'S CARRYING ON INSURANCE BUSINESS UNDER SCHEME

#### **Conditions for carrying on insurance business under Lloyd's Asia Scheme**

3.—(1) A member of Lloyd's may carry on insurance business specified in the First Schedule in Singapore if —

- (a) the member registers with the administrator in accordance with regulation 4;
- (b) the member carries on insurance business, and enters into contracts of insurance, in Singapore only through a Service Company registered in accordance with regulation 6;
- (c) the member authorises any Service Company acting as his or its agent for the purposes of these Regulations —
  - (i) to establish and maintain the insurance funds in respect of Singapore policies and offshore policies under regulation 11 and the deposits referred to in regulation 16; and
  - (ii) to accept service of notices and legal processes in respect of or connected to the carrying on of insurance business in Singapore, including any notice or direction of the Authority to the member; and
- (d) Lloyd's has given an undertaking to the Authority that the holder of any insurance policy issued by the member under these Regulations shall have recourse to the Chain of Security, in accordance with and subject to the terms of the relevant Lloyd's trust deeds and Lloyd's byelaws, conditions

and requirements governing the trust deeds, to the same extent as the holder of a general business policy issued by the same member of Lloyd's in London.

(2) In paragraph (1), "relevant Lloyd's trust deeds" means the member's Lloyd's Premiums Trust Deed, the Lloyd's Asia (Singapore Policies) Instrument, the Lloyd's Asia (Offshore Policies) Instrument, the member's deposit trust deed or other trust deed governing the member's Lloyd's deposit or any special reserve trust deed.

### **Registration of member of Lloyd's**

4.—(1) A member of Lloyd's who wishes to carry on insurance business in Singapore under these Regulations shall apply to be registered with the administrator.

(2) An application for registration under paragraph (1) shall be in such form and contain such particulars as the administrator may determine.

(3) Upon receiving an application under paragraph (1), the administrator shall not register the applicant unless the administrator is satisfied —

- (a) that the applicant is a member of Lloyd's; and
- (b) that the applicant has appointed one or more Service Companies through which he or it intends to carry on insurance business in Singapore.

## PART III

### REQUIREMENTS RELATING TO AND DUTIES OF SERVICE COMPANIES

#### **Requirements for Service Company**

5. No person shall act as an agent in Singapore for any member of Lloyd's under these Regulations unless it is a company registered under the Companies Act (Cap. 50) and meets the following requirements:

- (a) the company must be registered with the administrator under regulation 6; and

- (b) the company must, unless the Authority otherwise permits, be —
- (i) a subsidiary of a managing agent at Lloyd's; or
  - (ii) a subsidiary of the holding company of a managing agent at Lloyd's.

*[S 665/2010 wef 04/11/2010]*

### **Registration of Service Company**

**6.**—(1) Any company that wishes to act as an agent in Singapore for any member of Lloyd's under these Regulations shall apply to be registered with the administrator.

(2) An application for registration under paragraph (1) shall be in such form and contain such particulars as the administrator may determine.

(3) Upon receiving an application under paragraph (1), the administrator shall —

- (a) notify the Authority in writing of the application and furnish the Authority in writing with the particulars of the applicant set out in the Second Schedule and such other information as the Authority may require; and

*[S 814/2004 wef 01/01/2005]*

- (b) register the applicant on the date of expiry of the period of 30 days commencing on the day immediately following the day on which the particulars and information referred to in sub-paragraph (a) were furnished to the Authority pursuant to the last request made by the Authority under that sub-paragraph, unless the Authority objects to the registration before that date of expiry.

*[S 814/2004 wef 01/01/2005]*

### **Duties of Service Company**

**6A.**—(1) No Service Company shall, without the approval of the Authority —

- (a) enter into any contract of insurance on behalf of the members of any syndicate;

- (b) cause or permit any amendment or alteration to be made to its memorandum or articles of association; or
- (c) participate in any pool business other than pools formed by the Singapore insurance industry to cover special risks.

(2) No Service Company shall write any insurance business, unless it has reason to believe that suitable arrangements for the reinsurance of the business written in Singapore are in place at all times and that the reinsurers are of good security.

(3) Every Service Company shall immediately inform the Authority if —

- (a) it becomes aware that any arrangement referred to in paragraph (2) has been, is being or is likely to be rendered inadequate or ineffective; or
- (b) for any accounting period, the permitted trust outgoings of any insurance fund established by it under regulation 11 exceed the premium receipts of that insurance fund.

*[S 665/2010 wef 04/11/2010]*

### **Cancellation of registration of Service Company**

**6B.**—(1) The Authority may, on any of the grounds set out in paragraph (2), in writing direct the administrator to cancel the registration of any Service Company.

(2) The grounds referred to in paragraph (1) are —

- (a) that the Service Company has not commenced business within 12 months after being registered under regulation 6;
- (b) that the Service Company has ceased to act as an agent in Singapore for any member of Lloyd's;
- (c) that it appears to the Authority that the Service Company has failed to satisfy an obligation to which it is subject by virtue of these Regulations;
- (d) that the Service Company proposes to make, or has made, any composition or arrangement with its creditors or has gone into liquidation or has been wound up or otherwise dissolved;

- (e) that the Service Company is carrying on its business in a manner likely to be detrimental to the interest of the policy owners of insurance policies issued by any member of Lloyd's or syndicate for which it acts as an agent;
  - (f) that the Service Company has failed to ensure that suitable reinsurance arrangements have been effected as required under regulation 6A(2);
  - (g) that the Service Company has contravened any of the provisions of the Act, any of the regulations made thereunder or any direction given by the Authority under the Act or the regulations made thereunder;
  - (h) that any of the officers of the Service Company holding a managerial or executive position has been convicted of any offence under the Act or the regulations made thereunder;
  - (i) that the Service Company has, in its application for registration under regulation 6(1), furnished false, misleading or inaccurate information, or concealed or failed to disclose material facts; or
  - (j) that it is in the public interest to cancel the registration of the Service Company.
- (3) Before the Authority directs the administrator to cancel the registration of a Service Company under paragraph (1), the Authority shall —
- (a) give the administrator and the Service Company notice in writing of its intention to do so; and
  - (b) in the notice referred to in sub-paragraph (a), call upon the administrator and the Service Company to show cause, within such time as may be specified in the notice, why the Service Company's registration should not be cancelled.
- (4) If the administrator or the Service Company —
- (a) fails to show cause within the time given to it to do so or within such extended period of time as the Authority may allow; or
  - (b) fails to show sufficient cause,

the Authority shall give notice in writing to the administrator of the date on which the cancellation of registration is to take effect.

(5) Notwithstanding the cancellation of the registration of a Service Company under this regulation, so long as the member of Lloyd's or syndicate for which the Service Company acts as an agent remains under any liability in respect of insurance policies entered into by the Service Company, the Service Company shall take such action as it considers necessary or as may be required by the Authority to ensure that —

- (a) reasonable provision has been or will be made for that liability; and
- (b) adequate arrangements exist or will exist for payment of premiums and claims on those policies.

(6) Without prejudice to the generality of regulation 14(1), if a Service Company fails to comply with paragraph (5), the administrator shall use all reasonable efforts to procure, in respect of any liability or policies referred to in paragraph (5), the making of —

- (a) reasonable provision for such liability; and
- (b) adequate arrangements for payment of premiums and claims on those policies,

including but not limited to co-ordinating with or arranging for Lloyd's or any other person to make such provision and arrangements in place of the Service Company.

(7) Where a direction of cancellation under paragraph (1) becomes effective, the Service Company shall, as from the date the cancellation of registration takes effect, cease to act as an agent for any member of Lloyd's carrying on insurance business in Singapore, otherwise than by the collection or receipt of premiums on insurance policies effected before that date.

(8) Paragraph (7) does not prejudice —

- (a) any right or claim of any policy owner or other person against the member of Lloyd's or syndicate for which the Service Company had acted as an agent; and

- (b) any right or claim of the member of Lloyd's or syndicate for which the Service Company had acted as an agent against any policy owner or other person.

(9) Notwithstanding the cancellation of the registration of a Service Company under this regulation, regulations 13 and 21 shall, unless the Authority otherwise directs, continue to apply in relation to the Service Company and the administrator, respectively, in respect of matters that occurred before the cancellation, as if the registration had not been cancelled.

*[S 665/2010 wef 04/11/2010]*

### **Officers of Service Company**

7.—(1) A Service Company shall —

- (a) appoint as its chief executive officer an individual who shall be resident in Singapore; and
- (b) appoint in Singapore at least one underwriter who has at least 6 years (or any shorter period as the Authority may allow) experience in underwriting any specialised risk of a type set out in the First Schedule.

(2) No Service Company shall appoint any person as its chief executive officer or a director unless the Service Company satisfies the Authority that the person is a fit and proper person to be so appointed and has obtained the approval of the Authority.

(3) Where a Service Company has obtained the approval of the Authority to appoint a person as its chief executive officer or director under this regulation, the person may be re-appointed as chief executive officer or director, as the case may be, of the Service Company immediately upon the expiry of the earlier term without the approval of the Authority.

(4) *[Deleted by S 231/2013 wef 18/04/2013]*

### **Premises of Service Company**

8. A Service Company shall only conduct business at the registered office of the administrator or at such other premises as may be approved by the Authority.

### **New policies**

9. A Service Company shall inform the Authority of any intention by it, on behalf of any member of Lloyd's of which it is an agent under these Regulations, to introduce into Singapore policies insuring risks of a nature which have not been previously underwritten in the Singapore general insurance market.

### **Duty to respond to notices and legal processes**

10. A Service Company shall be responsible for accepting and responding to notices and legal processes to members of Lloyd's carrying on insurance business in Singapore of which the Service Company is an agent under these Regulations.

### **Establishment and maintenance of separate insurance funds**

11.—(1) A Service Company shall, on behalf of each member of Lloyd's of which it is an agent under these Regulations, establish and maintain in Singapore, in respect of each syndicate in relation to which it acts for that member, the following insurance funds in respect of policies issued by the member in the course of carrying on insurance business in Singapore:

- (a) an insurance fund for Singapore policies; and
- (b) an insurance fund for offshore policies.

(2) A Service Company shall pay all premium receipts received by it in respect of policies issued by any member of Lloyd's in respect of which it is an agent under these Regulations into the respective insurance fund established under paragraph (1).

(3) The premium receipts of different members of Lloyd's carrying on insurance business in Singapore through the same Service Company or different Service Companies may be placed or pooled in the same bank account or may be otherwise mixed together except that the assets of an insurance fund for Singapore policies must not be mixed with the assets of an insurance fund for offshore policies.

(4) The assets of the insurance funds established under paragraph (1) shall only be used to meet permitted trust outgoings.

(5) During any year, there shall remain in the respective insurance funds, assets not less in value than the amount of premiums received respectively for policies issued by the members of Lloyd's as members of the syndicate concerned in the course of carrying on insurance business in Singapore under these Regulations in the same year, less the amount of permitted trust outgoings attributable to the respective policies paid during the year.

(6) Subject to paragraph (7), a Service Company may, at any time, transfer all or any assets of an insurance fund established under paragraph (1) to such premiums trust funds outside Singapore as the Authority may permit if, and only if —

- (a) there is a surplus of cash and deposits in the insurance fund over the claims liabilities of the syndicate concerned in respect of the insurance fund; and
- (b) immediately after such transfer, the cash and deposits in the insurance fund will not fall below the claims liabilities of the syndicate concerned in respect of the insurance fund.

*[S 665/2010 wef 04/11/2010]*

(7) For the purposes of paragraph (6) —

- (a) except as provided in sub-paragraph (b), the amount of assets that the Service Company may transfer shall not exceed the surplus of cash and deposits in the insurance fund over the claims liabilities of the syndicate concerned in respect of the insurance fund, as stated in —
  - (i) the audited statement of accounts for the last accounting period lodged with the Authority in accordance with regulation 21; or
  - (ii) the statement of accounts for the last quarter lodged with the Authority in accordance with regulation 21,whichever is the lower; and
- (b) where an audited statement of accounts as at a date after the end of the period to which the statement of accounts referred to in sub-paragraph (a) relates has been lodged with the Authority, the amount of assets that the Service Company

may transfer shall not exceed the surplus of cash and deposits in the insurance fund over the claims liabilities of the syndicate concerned in respect of the insurance fund as stated in the first-mentioned audited statement of accounts.

*[S 665/2010 wef 04/11/2010]*

(7) *[Deleted by S 814/2004 wef 01/01/2005]*

### **Registers maintained by Service Company**

**12.** Every Service Company shall maintain —

- (a) a register of all Singapore policies; and
- (b) a register of all offshore policies,

issued on behalf of the members of Lloyd's carrying on insurance business in Singapore under these Regulations in respect of which it is appointed as an agent.

### **Accounts and statement of Service Company**

**13.—**(1) Every Service Company shall prepare, for each syndicate for which it acts as an agent or, where it acts as an agent for more than one syndicate, those syndicates on a consolidated basis with the approval of the Authority —

- (a) for each accounting period and subject to such modifications or variations as may be agreed to by the Authority, the statements of accounts and other statements for each insurance fund established and maintained under regulation 11(1) in Forms 1, 2 and 3 in the Fifth Schedule;
- (b) for each accounting period and subject to such modifications or variations as may be agreed to by the Authority, the statements of accounts for each insurance fund established and maintained under regulation 11(1) in Forms 3 (excluding the Notes) and 4 in the Fifth Schedule; and

*[S 665/2010 wef 04/11/2010]*

- (c) for each quarter and subject to such modifications or variations as may be agreed to by the Authority, the statements of accounts for each insurance fund established

and maintained under regulation 11(1) in Forms 1, 2 and 3 (excluding the Notes and Annexes) in the Fifth Schedule.

*[S 814/2004 wef 01/01/2005]*

(2) Every Service Company shall have the accounts of each insurance fund audited for each accounting period for which statements of accounts and other statements are prepared in accordance with paragraph (1)(a), and may exclude the Annexes to such statements from the audit.

(2A) In any document which a Service Company is required to prepare in accordance with these Regulations in relation to a syndicate, the value or amount given for an asset or a liability relating to the business of the syndicate written by the Service Company shall be the value or amount of that asset or liability, as the case may be, as determined in accordance with regulations 13A to 13M.

(3) A Service Company shall, in respect of documents prepared under paragraph (1)(a), lodge a certificate in Form 5 in the Fifth Schedule, which shall be signed by 2 directors of the Service Company and by or on behalf of the chief executive officer of the Service Company.

*[S 665/2010 wef 04/11/2010]*

(4) *[Deleted by S 665/2010 wef 04/11/2010]*

(5) The auditor of the statements of accounts prepared under paragraph (1)(a) shall enclose, with the statements of accounts, a report stating his opinion of the statements of accounts and a supplementary report in Forms 6 and 7 in the Fifth Schedule, respectively.

*[S 665/2010 wef 04/11/2010]*

(6) Every Service Company shall, within such reasonable time as may be specified by the administrator in order for the administrator to comply with regulation 21, provide the administrator with —

- (a) the statements of accounts and other documents prepared in accordance with paragraphs (1) to (5); and

- (b) information on any matter related to its activities as agent for any member of Lloyd's under these Regulations, as the administrator may require.

## PART IIIA

### VALUATION OF ASSETS

#### **Application of this Part**

**13A.** This Part applies to the valuation of any asset of an insurance fund established and maintained under regulation 11(1).

*[S 814/2004 wef 01/01/2005]*

#### **Valuation of assets**

**13B.**—(1) Unless otherwise specified in this Part, a Service Company shall value an asset of an insurance fund in accordance with the Accounting Standards.

(2) For the avoidance of doubt, assets comprised in the deposit made and maintained by the administrator under regulation 16 shall not be treated as assets of an insurance fund.

*[S 814/2004 wef 01/01/2005]*

*[S 665/2010 wef 04/11/2010]*

#### **Equity securities**

**13C.**—(1) A Service Company shall value an equity security as follows:

- (a) where it is listed on a securities exchange, at its market value;  
or  
(b) where it is not listed on any securities exchange, at its net realisable value.

(2) In determining the net realisable value of an equity security which is not listed on a securities exchange, the Service Company shall take into account —

- (a) the amount of consideration it would receive by selling the equity security; and

(b) the net tangible asset value of the equity security.

*[S 814/2004 wef 01/01/2005]*

### **Debt securities**

**13D.**—(1) A Service Company shall value a debt security as follows:

- (a) where it is listed on any securities exchange, at its market value; or
- (b) where it is not listed on any securities exchange, at its net realisable value.

(2) In determining the net realisable value of a debt security that is not listed on a securities exchange, the Service Company shall take into account —

- (a) the prevailing interest rate;
- (b) the likelihood of default by the issuer; and
- (c) the cash flows that are expected to arise from the debt security.

*[S 814/2004 wef 01/01/2005]*

### **Land and buildings**

**13E.**—(1) A Service Company shall value any land or building at its estimated market value.

(2) In estimating the market value of any land or building, the Service Company shall take into account —

- (a) the last available valuation report made by a qualified property valuer;
- (b) the prevailing market for the land or building; and
- (c) any damage or improvement affecting the land or building from the date of the last available valuation report.

(3) A Service Company shall obtain a new valuation from a qualified property valuer —

- (a) when the value of the land or building has been substantially impaired by any event; and

(b) in any event, at least once every 3 years.

*[S 814/2004 wef 01/01/2005]*

## **Loans**

**13F.** A Service Company shall value loans made to other persons by aggregating the principal amounts outstanding under all loans less any provision for doubtful debts.

*[S 814/2004 wef 01/01/2005]*

## **Cash and deposits**

**13G.—(1)** A Service Company shall value any cash or deposit with a financial institution, other than a negotiable certificate of deposit, at the nominal amount of such cash or deposit after deducting any amount deemed uncollectible from the financial institution.

(2) A Service Company shall value a negotiable certificate of deposit at its market value.

*[S 814/2004 wef 01/01/2005]*

## **Outstanding premiums and agents' balances**

**13H.** A Service Company shall value the outstanding premiums and agents' balances by aggregating the principal amounts outstanding after deducting any provision for doubtful debts.

*[S 814/2004 wef 01/01/2005]*

## **Deposits withheld by cedants**

**13I.** A Service Company shall value deposits withheld by cedants by aggregating the amounts of deposits outstanding after deducting any amount deemed uncollectible from the cedant.

*[S 814/2004 wef 01/01/2005]*

## **Reinsurance recoverables**

**13J.** A Service Company shall value reinsurance recoverables by aggregating the amounts of reinsurance recoverables outstanding after deducting any provision for doubtful debts.

*[S 814/2004 wef 01/01/2005]*

**PART IIIB**

**VALUATION OF LIABILITIES**

**Application of this Part**

**13K.** This Part applies to the valuation of any liability of an insurance fund established and maintained under regulation 11(1).

*[S 814/2004 wef 01/01/2005]*

**Valuation of liabilities**

**13L.**—(1) Unless otherwise specified in this Part, a Service Company shall value any liability of an insurance fund in accordance with the Accounting Standards and sound actuarial principles.

(2) The Authority may, by notice in writing to a Service Company, specify the bases, methodologies and other details of a technical nature to be complied with in relation to the determination of liabilities in respect of a policy and in respect of an insurance fund.

*[S 814/2004 wef 01/01/2005]*

**Valuation of liabilities of general business**

**13M.**—(1) A Service Company shall calculate the liabilities in respect of policies of an insurance fund established and maintained under regulation 11(1) for the general business written by the Service Company as the sum of —

- (a) premium liabilities, which shall be an amount not less than —
  - (i) the unearned premium reserves of the fund calculated as the aggregate of unearned premium reserves for each policy of the fund determined in the manner provided in paragraph (5); or
  - (ii) the unexpired risk reserves, calculated as the sum of —
    - (A) the value of the expected future payments arising from future events insured under policies in force as at the valuation date, including any

expense expected to be incurred in administering the policies and settling relevant claims; and

(B) any provision for any adverse deviation from the expected experience,

whichever is the higher; and

(b) claim liabilities, which shall be an amount not less than the sum of —

(i) the value of the expected future payments in relation to all claims incurred prior to the valuation date (other than payments which have fallen due for payment on or before the valuation date), whether or not they have been reported to the Service Company, including any expense expected to be incurred in settling those claims; and

(ii) any provision for any adverse deviation from the expected experience.

(2) In determining the unexpired risk reserves referred to in paragraph (1)(a)(ii) and claim liabilities referred to in paragraph (1)(b), a Service Company shall —

(a) calculate the amount of unexpired risk reserves and claim liabilities as the amount net of reinsurance ceded —

(i) by making separate estimates of the gross incurred claims and recoveries from the reinsurance counterparty; and

*[S 665/2010 wef 04/11/2010]*

(ii) by taking into account the likelihood of default by the reinsurance counterparty; and

(b) take into account any non-reinsurance recovery such as salvage and subrogation.

(3) Where there is no material change in —

(a) the manner in which liabilities are reinsured during the period to which the data used to determine the unexpired risk reserves and claim liabilities relates; and

(b) the manner in which liabilities are reinsured at valuation date, a Service Company may, instead of complying with paragraph (2)(a), calculate the amount of unexpired risk reserves and claim liabilities net of reinsurance ceded using claims data that are net of reinsurance.

(4) A Service Company shall make separate calculations of the premium liabilities, the unexpired risk reserves and the claim liabilities for each line of business described in Form 3 in the Fifth Schedule that is carried on by the Service Company, and such calculations shall be made in the following manner:

(a) the premium liabilities shall be an amount not less than the unexpired risk reserves;

(b) the unexpired risk reserves shall be calculated as the sum of —

(i) the value of the expected future payments arising from future events insured under policies in force as at the valuation date, including any expense expected to be incurred in administering the policies and settling relevant claims; and

(ii) any provision for any adverse deviation from the expected experience,

after allowing for the effect of diversification, if any, at the level of the relevant insurance fund under paragraph (1)(a)(ii); and

(c) the claim liabilities shall be an amount not less than the sum of —

(i) the value of the expected future payments in relation to all claims incurred prior to the valuation date (other than payments which have fallen due on or before the valuation date), whether or not they have been reported to the Service Company, including any expense expected to be incurred in settling those claims; and

(ii) any provision for any adverse deviation from the expected experience,

after allowing for the effect of diversification, if any, at the level of the relevant insurance fund under paragraph (1)(b).

[S 665/2010 wef 04/11/2010]

(5) The amount of unearned premium reserves for a policy in respect of general business shall be —

(a) subject to sub-paragraphs (b) and (c) and paragraph (6), an amount calculated on a basis not less accurate than the  $\frac{1}{24}$ th method;

(b) in the case of a Service Company which underwrites risks relating to cargo policies, an amount not less than 25% of the net premiums written in the accounting period for those policies or an amount calculated on a basis not less accurate than the  $\frac{1}{24}$ th method; or

[S 665/2010 wef 04/11/2010]

(c) in the case of a Service Company which carries on the business of reinsurance of liabilities under insurance policies —

(i) an amount not less than 25% of the net premiums written in the accounting period in the case of marine and aviation policies and 40% of the net premiums written in the accounting period in other cases; or

[S 665/2010 wef 04/11/2010]

(ii) an amount calculated on a basis not less accurate than the  $\frac{1}{24}$ th method.

(6) The amount of unearned premium reserves for a policy in respect of general business shall be calculated —

(a) where the  $\frac{1}{24}$ th method or some other more accurate method is used, using an amount of net premiums written which is reduced by the actual commissions payable; or

[S 665/2010 wef 04/11/2010]

(b) in any other case, using an amount of net premiums written without any deduction for commissions payable therefrom.

(7) In paragraphs (5) and (6) —

“marine and aviation policies” means policies of insurance —

- (a) upon goods, merchandise or property of any description transported on board vessels, aircraft or other means of conveyance, including incidental transit before and after shipment;
- (b) upon the freight of, or any other interest in or relating to vessels, aircraft or other means of conveyance;
- (c) upon vessels or aircraft, or upon machinery, tackle furniture or equipment of vessels or aircraft;
- (d) against damage arising out of or in connection with the use of vessels or aircraft, including third-party risks; or
- (e) against risks incidental to the construction, repair or docking of vessels, including third-party risks;

“net premiums written” means the net amount of premiums after deduction of return premiums and payments in respect of reinsurance business ceded.

*[S 814/2004 wef 01/01/2005]*

*[S 665/2010 wef 04/11/2010]*

## PART IV

### REQUIREMENTS RELATING TO AND DUTIES OF ADMINISTRATOR

#### **Responsibility of administrator**

**14.—**(1) The administrator shall, directly or with the assistance of the regulatory resources of Lloyd’s, exercise due diligence and use all reasonable effort to co-ordinate and monitor the compliance of the provisions of the Act and these Regulations by the Service Companies.

(2) If the administrator, in the course of the performance of its duties under these Regulations, is satisfied that there is any matter materially affecting the operation of these Regulations, including but not limited to any matter —

- (a) which may adversely affect the financial position of any member of Lloyd's carrying on insurance business in Singapore under these Regulations;
- (b) which may constitute a breach of any provision of the Act or a criminal offence involving fraud or dishonesty; or
- (c) which may involve irregularities in the accounts required to be submitted to the Authority under regulation 21, including irregularities that may jeopardize the insurance funds established under regulation 11,

the administrator shall immediately report the matter to the Authority.

### **Officers of administrator**

**15.**—(1) The administrator shall appoint a chief executive officer who shall be an individual resident in Singapore.

(1A) The administrator shall not appoint any person as its chief executive officer or a director unless the administrator satisfies the Authority that the person is a fit and proper person to be so appointed and has obtained the approval of the Authority.

(1B) Where an administrator has obtained the approval of the Authority to appoint a person as its chief executive officer or director under this regulation, the person may be re-appointed as chief executive officer or director, as the case may be, of the administrator immediately upon the expiry of the earlier term without the approval of the Authority.

(2) [*Deleted by S 231/2013 wef 18/04/2013*]

### **Duty to maintain deposits**

**16.**—(1) The administrator shall, on behalf of all members of Lloyd's carrying on insurance business in Singapore under these Regulations, make and maintain a deposit with the Authority of a value of not less than \$500,000.

(2) Not later than 31st July of each year, the administrator shall, on behalf of all members of Lloyd's carrying on insurance business in Singapore under these Regulations, make and maintain with the Authority such additional deposit, if any, as is necessary to secure that

the aggregate value of the deposit referred to in paragraph (1) shall be the greater of \$500,000, or 30% of the premiums in respect of Singapore policies issued by the members of Lloyd's in the course of carrying on insurance business in Singapore under these Regulations in the preceding year.

*[S 665/2010 wef 04/11/2010]*

(2A) A deposit under paragraph (2) shall be made in the form of assets of such nature as may be directed by the Authority.

*[S 665/2010 wef 04/11/2010]*

(3) The Authority may apply all or any part of the deposits made under paragraphs (1) and (2) towards any valid claim in respect of a policy issued under these Regulations which remains unpaid 30 days after the issue of a notice by the Authority under paragraph (4).

*[S 814/2004 wef 01/01/2005]*

(4) Before applying any part of the deposits made under paragraph (1), the Authority shall give the administrator a notice in writing of its intention to do so and identify the claim in respect of which the deposits are to be applied.

(5) Where the Authority has applied all or any part of the deposits made under paragraphs (1) and (2) towards any valid claim under paragraph (3), the administrator shall top up any deficiency in the deposits within 30 days of the notice of the deficiency by the Authority.

*[S 814/2004 wef 01/01/2005]*

(6) The Authority shall retain any deposit required to be made under paragraphs (1) and (2) until it is satisfied that all members of Lloyd's have ceased to carry on insurance business in Singapore under these Regulations.

(7) If the Authority is satisfied that all members of Lloyd's have ceased to carry on insurance business in Singapore under these Regulations, the Authority shall transfer to the administrator the entire deposits less such part that the Authority determines should be kept available for purpose of meeting claims against such members in respect of policies issued by the members of Lloyd's under these Regulations.

(8) In this regulation, “premiums” means gross premiums less commissions and credit for reinsurance ceded, in Form 3, where —

- (a) “commissions” means the amount shown in the column titled “Total” at row 28 of the table on Singapore Insurance Fund in Form 3;
- (b) “credit for reinsurance ceded” means an amount computed as follows:

$$A \times (1 - (B \times C)),$$

where A is the amount of reinsurance business ceded to a person carrying on insurance business that is accounted for in row 6, 7 or 8 of the table on Singapore Insurance Fund in Form 3;

B is the reinsurance counterparty factor described in paragraph 1(11) of the First Schedule to the Insurance (Valuation and Capital) Regulations 2004 (G. N. No. S 498/2004); and

C is the appropriate counterparty risk factor described in paragraph 1(11) of the First Schedule to the Insurance (Valuation and Capital) Regulations 2004;

- (c) “Form 3” means the audited statement of accounts for the last accounting period lodged with the Authority in accordance with regulation 21 in Form 3 in the Fifth Schedule; and
- (d) “gross premiums” means the sum of the figures shown in the column titled “Total” at rows 1 and 5 of the table on Singapore Insurance Fund in Form 3.

[S 665/2010 wef 04/11/2010]

17. [Deleted by S 665/2010 wef 04/11/2010]

## Registers

18.—(1) The administrator shall maintain —

- (a) a register of members of Lloyd’s registered under regulation 4;

- (b) a register of Service Companies registered under regulation 6; and
- (c) a register containing the names and the particulars of each syndicate under which the members of Lloyd's referred to in sub-paragraph (a) carry on insurance business in Singapore under these Regulations, the names of each member of Lloyd's who carries on insurance business in Singapore under that syndicate and the share of each member of Lloyd's in the undertakings of that syndicate.

(2) The register of members of Lloyd's referred to in paragraph (1)(a) shall contain the particulars set out in the Third Schedule.

(3) The register of Service Companies referred to in paragraph (1)(b) shall contain the particulars set out in the Fourth Schedule.

(4) The administrator shall notify the Authority, in writing, at least 14 days before effecting any change to the particulars set out in paragraphs (a), (b), (ba) and (bb) of the Fourth Schedule in the register of Service Companies.

*[S 665/2010 wef 04/11/2010]*

(5) The administrator shall lodge with the Authority a copy each of the registers referred to in paragraph (1)(b) and (c) on an annual basis by 31st January in each year.

*[S 665/2010 wef 04/11/2010]*

### **Duty of administrator to assist claimants**

**19.** The administrator shall, in the event of an unresolved dispute over a claim by a policy owner under a policy issued by any member of Lloyd's carrying on insurance business in Singapore under these Regulations, upon the request of the policy owner assist the policy owner in making a complaint to the Lloyd's Complaint's Department for the purpose of resolving the dispute.

**General obligations of administrator**

**20.—**(1) The administrator shall immediately notify the Authority —

- (a) if any Service Company ceases to enter into contracts of insurance in Singapore on behalf of any member of Lloyd's;
- (b) if the managing agent that is related to a Service Company in a manner described in regulation 5(b) ceases to be permitted by Lloyd's to act as a managing agent of Lloyd's;

*[S 665/2010 wef 04/11/2010]*

(c) if any member of Lloyd's carrying on insurance business in Singapore under these Regulations —

(i) ceases to enter into contracts of insurance through any Service Company; or

(ii) where the member of Lloyd's carrying on insurance business in Singapore under these Regulations enters into contracts of insurance through a managing agent that is related to any Service Company in a manner described in regulation 5(b), ceases to enter into contracts of insurance through the managing agent;

*[S 665/2010 wef 04/11/2010]*

(d) if any member of Lloyd's carrying on insurance business in Singapore under these Regulations ceases to do so for any reason; or

(e) if any of the following is the subject of any disciplinary action by Lloyd's, or is under an inquiry in accordance with the Lloyd's Inquiries and Investigations Byelaw as directed by or under the authority of the Council of Lloyd's, that may result in disciplinary action to expel or suspend the person being taken against the person:

(i) a member of Lloyd's carrying on insurance business in Singapore under these Regulations;

(ii) a Service Company; or

(iii) a managing agent at Lloyd's in relation to which a Service Company is acting as agent in Singapore.

(2) The administrator shall give not less than 6 months notice in writing to the Authority if it intends to cease to act as administrator under these Regulations.

### **Lodgment of returns and annual report by administrator**

**21.—**(1) The administrator shall —

(a) lodge with the Authority, in accordance with this regulation and regulations 25 and 26, such statements of accounts and other documents provided by each Service Company under regulation 13(6)(a);

*[S 814/2004 wef 01/01/2005]*

(b) prepare and lodge with the Authority such other statements of accounts and other documents in relation to the carrying on of insurance business in Singapore by the members of Lloyd's under these Regulations as the Authority may require.

(1A) The administrator shall lodge with the Authority one copy of the annual report of Lloyd's for the most recently concluded financial year.

*[S 665/2010 wef 04/11/2010]*

(2) The Authority may require any statement or document referred to in paragraph (1)(b) to be furnished in such form and manner and at such times and intervals as the Authority may determine.

*[S 814/2004 wef 01/01/2005]*

*[S 665/2010 wef 04/11/2010]*

### **Annual fee**

**22.** The administrator shall, on behalf of all members of Lloyd's carrying on insurance business in Singapore under these Regulations, no later than the beginning of each year, pay to the Authority an annual fee of \$50,000.

PART V

MISCELLANEOUS

**Inspection by public**

**23.**—(1) Any person may inspect any register maintained by the administrator under regulation 18 during office hours and may make copies of any register or part thereof.

(2) The administrator shall give free access to any person who wishes to inspect the registers under paragraph (1).

**Exemption**

**24.** Any member of Lloyd's who complies with the conditions referred to in regulation 3 and is not prohibited from carrying on insurance business in Singapore under the Act shall, in respect of the carrying on of insurance business referred to in the First Schedule, be exempted from sections 3, 5, 8, 20, 25, 33 and 41 of the Act.

*[S 231/2013 wef 18/04/2013]*

**Lodgment and signature of returns and annual report**

**25.**—(1) Any document to be lodged by the administrator under regulation 21(1)(a) shall be lodged —

(a) in the case of any document referred to in regulation 13(3) or (5), by sending to the Authority the original of the document; and

*[S 665/2010 wef 04/11/2010]*

(b) in the case of any document referred to in regulation 13(1), in the form of an electronic record with the Authority through such electronic facility, and in such form and manner, as may be specified by the Authority.

(2) A document to be lodged by the administrator under regulation 21(1)(a) —

(a) shall be in the English language;

(b) shall, in the circumstances set out in paragraph (1)(a), be printed or, with the permission of the Authority, produced by other mechanical means approved by it; and

- (c) shall state any monetary amount referred to in Singapore dollars (unless otherwise specified in the relevant form) and the basis of conversion of any other currency into Singapore dollars.

(3) Where, by these Regulations, a document is required to be signed by or on behalf of the chief executive officer of a Service Company, it shall, if not signed by that officer, be signed by an officer of the Service Company who is for the time being notified to the Authority as having authority for the purposes of these Regulations to sign in place of the chief executive officer.

*[S 814/2004 wef 01/01/2005]*

### **Deadlines for lodgment of returns**

**26.** Unless otherwise allowed by the Authority —

- (a) any document to be lodged in accordance with regulation 25(1)(a) shall be lodged with the Authority within 4 months from the last day of the period to which the document relates;

*[S 665/2010 wef 04/11/2010]*

- (b) any document to be lodged in accordance with regulation 25(1)(b) (other than the documents referred to in regulation 13(1)(a) and Form 4 referred to in regulation 13(1)(b)) shall be lodged with the Authority within 3 weeks from the last day of the period to which the document relates;

*[S 665/2010 wef 04/11/2010]*

- (c) the documents referred to in regulation 13(1)(a) shall be lodged with the Authority within 3 months from the last day of the period to which the documents relate;

*[S 665/2010 wef 04/11/2010]*

- (d) Form 4 referred to in regulation 13(1)(b) shall be lodged with the Authority within 4 months from the last day of the period to which the Form relates; and

*[S 665/2010 wef 04/11/2010]*

- (e) any annual report to be lodged with the Authority under regulation 21(1A) shall be lodged with the Authority within 6 months from the last day of the financial year to which the report relates.

[S 665/2010 wef 04/11/2010]

[S 814/2004 wef 01/01/2005]

### **General obligation to furnish information**

27. The Authority may, by notice in writing, require any Service Company or the administrator to furnish it with information about any matter relating to any business carried on in Singapore or elsewhere by the Service Company or the administrator, if the Authority is of the opinion that it requires the information for the discharge of its functions under the Act.

[S 665/2010 wef 04/11/2010]

## FIRST SCHEDULE

Regulations 3(1), 7 and 24

### PERMITTED INSURANCE BUSINESS

1. The contracts of insurance which a member of Lloyd's may enter into under these Regulations are —

- (a) direct insurance policies of all types of general class insurance in respect of offshore policies;
- (b) reinsurance business of all types of general class insurance in respect of both Singapore policies and offshore policies; and
- (c) direct insurance policies of the following classes of business in respect of Singapore policies:

<i>First column</i>	<i>Second column</i>
<i>General Heading</i>	<i>Specific Type of Business</i>
(a) Aviation	(1) Aerial application liability
	(2) Aircraft hull
	(3) Aircraft hull war
	(4) Aircraft liability
	(5) Aircraft loss of use

FIRST SCHEDULE — *continued*

	(6) Aircraft operators' and owners' legal liability
	(7) Aircraft spares and equipment
	(8) Aircraft spares and equipment, including transits
	(9) Aircraft technical records
	(10) Air meet liability
	(11) Aviation products liabilities
	(12) Aviation combined policies (hull and liabilities)
	(13) Aviation personal accident and health
	(14) Aviation premises, hangarkeeper's, refuelling, airport owners', contractors' and operators' legal liability
	(15) Chemical liability, aviation
	(16) Confiscation risks, aircraft
	(17) Hijacking of hulls of aircraft
	(18) Loss of use, aircraft and hull
	(19) Miscellaneous aviation liability
	(20) Space risk — launch and commissioning period
	(21) Space liability
	(22) Space risk liability, excluding products
	(23) Space risk, transponder operating or otherwise
	(24) War — aircraft
	(25) War — aviation cargo
	(26) Terrorism
(b) Energy	(1) Atomic (nuclear) Liability
	(2) Atomic (nuclear) Physical Damage
	(3) Energy liability, onshore, claims made
	(4) Energy liability, onshore, all other
	(5) Energy — onshore
	(6) Energy — offshore

FIRST SCHEDULE — *continued*

	(7) Energy — search and production vessels and offshore property
	(8) Energy — operators extra expenses and control of well
	(9) Terrorism
(c) Marine	(1) Admiralty guarantee after arrest (care custody and control)
	(2) Admiralty indemnity
	(3) Air cushion vehicles — full conditions
	(4) Air cushion vehicles — total loss only
	(5) Air cushion vehicles — third party liability
	(6) Average disbursements
	(7) Bail (marine)
	(8) Bailee's liability
	(9) Balancing charges
	(10) Blockage of waterways — marine
	(11) Blockage of waterways — war and/or political
	(12) Break-up risks
	(13) Builders guarantee (ships)
	(14) Bumbershoot and/or umbrella liabilities (marine)
	(15) Charter hire on total loss only conditions
	(16) Charterers' liability
	(17) Confiscation risks — cargo
	(18) Confiscation risks — vessels
	(19) Containers — whether or not including third party
	(20) Containers — war only
	(21) Container liability
	(22) Container — third party only
	(23) Cost of cleaning up, cost of control

FIRST SCHEDULE — *continued*

	(24) Difference in conditions (vessels)
	(25) Disbursements and excesses
	(26) Fish farm
	(27) Floating cranes
	(28) Floating docks
	(29) Floating docks, total loss only
	(30) Foul berth
	(31) Freight
	(32) Increase value /excesses
	(33) Interest, total loss only
	(34) Loss of hire — vessels
	(35) Marine legal liability — all other
	(36) Marine legal liability — claims made
	(37) Maritime employers' liability
	(38) Mortgages additional perils (pollution)
	(39) Mortgages interest, vessels
	(40) Navigation aids service liabilities
	(41) Non-delivery or late delivery of vessels
	(42) Nuclear liability (marine)
	(43) Oil drilling and associated business — oil rigs and platforms, offshore
	(44) Oil drilling and associated business — cost of control
	(45) Oil drilling and associated business — operators extra expense
	(46) Oil rigs, offshore
	(47) Oil rigs, offshore — war
	(48) Oil rigs liability — offshore claims made
	(49) Oil rigs liability — offshore all other
	(50) Oil rigs, total loss only

FIRST SCHEDULE — *continued*

	(51) Overdues, total loss only
	(52) P&I (Protection and Indemnity)
	(53) Port/Harbour authority liability
	(54) Premiums reducing
	(55) Products liability (marine)
	(56) Properties and structures
	(57) Removal of wreck liability
	(58) Running down clause
	(59) Salvage guarantee
	(60) Salvors' legal liability
	(61) Second seamen's
	(62) Seepage and pollution liability, marine all other
	(63) Seepage and pollution liability, marine claims made
	(64) Ships agents' liability
	(65) Ship breakers' liability
	(66) Shipbuilders' risks
	(67) Shipbuilders' risk — total loss only
	(68) Shipowners' interests
	(69) Ship repairers' legal liability
	(70) Stevedores liability
	(71) Strikes demurrage — hull
	(72) Strikes — hull
	(73) Stuffers' liability
	(74) Terminal operators' liability — marine
	(75) Third party liability — marine
	(76) Time — hull risks
	(77) Tow, hull and machinery, full conditions
	(78) Tow, hull and machinery, interest total loss only

FIRST SCHEDULE — *continued*

	(79) Towers and excess towers liability
	(80) Vessels — total loss only
	(81) Vessels — wider conditions
	(82) Vessels — interest
	(83) Vessels — war
	(84) War — marine cargo
	(85) Water quality
	(86) Wharfingers' liability
	(87) Yachts
	(88) Terrorism
(d) Property	(1) Agricultural crop and forestry
	(2) Bloodstock
	(3) Contractors' all risk
	(4) Crops — hail
	(5) Crops — all other
	(6) Engineering all risks
	(7) Farm owners
	(8) Fine arts including antiques, other collectibles
	(9) Forestry
	(10) Furriers block
	(11) General Specie
	(12) Jewellers' block
	(13) Livestock
	(14) Malicious damage and sabotage
	(15) Paintings
	(16) Terrorism
	(17) Vandalism and malicious mischief
	(18) War cover
	(19) Weather including pluvius

FIRST SCHEDULE — *continued*

(e) General Liability	(1) Accountants' professional indemnity
	(2) Appraisers' errors and omissions
	(3) Bankers' blanket bond
	(4) Boiler and machinery liability
	(5) Claims adjusters' errors and omissions
	(6) Collection agents' errors and omissions
	(7) Comprehensive crime
	(8) Computer crime
	(9) Computer fraud
	(10) Cyber insurance
	(11) Directors' and Officers' liability
	(12) Doctors' medical malpractice
	(13) Employment agents' errors and omissions
	(14) Errors and omissions liability
	(15) False arrest Fidelity
	(16) Fiduciary bond
	(17) Fiduciary liability
	(18) Financial service professional indemnity
	(19) Forgery
	(20) Fraud
	(21) Hospital liability
	(22) Insurance brokers' and agents' errors and omissions
	(23) Land surveyors' errors and omissions
	(24) Lawyers' professional indemnity
	(25) Medical malpractice
	(26) Patent infringement
	(27) Pension fund theft

FIRST SCHEDULE — *continued*

	(28) Premium finance company errors and omissions
	(29) Products liability
	(30) Professional indemnity
	(31) Slander
	(32) Stockbrokers' "in and out" and stockbrokers' fidelity bond
(f) Goods in Transit	(1) Airfreight liability
	(2) Armoured carriers
	(3) Aviation cargo
	(4) Cargo all risks
	(5) Cargo, war
	(6) War on land in respect of goods in transit foreign assets
	(7) Cash in transit
	(8) Confiscation risks — cargo
	(9) Containers
	(10) Difference in conditions
	(11) Goods in transit — own goods
	(12) Goods in transit — legal liability
	(13) Liability for cargo
	(14) Trucking risks
(g) Personal Accident and Sickness	(1) Group schemes (in respect of renewal business only)
	(2) Kidnap and Ransom (in respect of Offshore Policies)
	(3) Health (in respect of renewal business only)
	(4) Personal Accident and Sickness (in respect of renewal business only)
(h) Pecuniary Loss	(1) Credit

FIRST SCHEDULE — *continued*

	(2) Cancellation, abandonment and non-performance/non-appearance
	(3) Contingency
	(4) Contingent liability
	(5) Contract frustration indemnity
	(6) Contract frustration excluding war and insolvency
	(7) Contractors' plant and equipment
	(8) Earthquake
	(9) Extended warranty
	(10) Estate protection
	(11) Financial Guarantee
	(12) Force majeure — contingency
	(13) Force majeure — political
	(14) Force majeure — liquidated damages
	(15) Legal expenses
	(16) Mining Equipment
	(17) Mortgage Indemnity / Guarantee
	(18) Mechanical breakdown
	(19) Personal stop loss
	(20) Political risks
	(21) Prize Indemnity
	(22) Product Recall
	(23) Surety Bonds
	(24) Trade Credit
	(25) Film

[S 665/2010 wef 04/11/2010]

2. A member of Lloyd's may enter into any direct insurance policy of any type of general class insurance in respect of Singapore policies in any particular case where

FIRST SCHEDULE — *continued*

the Authority is satisfied that the risk insured against is, or the circumstances are, exceptional.

*[S 665/2010 wef 04/11/2010]*

SECOND SCHEDULE

Regulation 6(3)(a)

PARTICULARS TO BE FURNISHED BY APPLICANT FOR REGISTRATION  
AS AGENT FOR MEMBER OF LLOYD'S

1. Subject to paragraphs 2 and 3, the particulars that must be furnished to the administrator by the applicant for registration as an agent for a member of Lloyd's under regulation 6(3)(a) are as follows:

- (a) name of the applicant;
- (b) registered address of the applicant;
- (c) the latest audited balance-sheet, profit and loss statement and other financial statements of the managing agent at Lloyd's in relation to which the applicant is to act as agent in Singapore;
- (d) name and correspondence address of the managing agent at Lloyd's in relation to which the applicant is to act as agent in Singapore;
- (e) the shareholding structure of the applicant, including the relationship between the applicant and the managing agent at Lloyd's in relation to whom it is to act as agent in Singapore;

*[S 665/2010 wef 04/11/2010]*

- (f) the syndicates for whom the applicant is appointed to act as agent;
- (g) the types of insurance business proposed to be underwritten by the applicant on behalf of the syndicates referred to in sub-paragraph (f);

*[S 665/2010 wef 04/11/2010]*

- (h) the organisation chart of the applicant;

*[S 665/2010 wef 04/11/2010]*

- (i) the name and the designation of the person whom the proposed chief executive officer of the applicant will report to;

*[S 665/2010 wef 04/11/2010]*

- (j) the names and experience of the underwriters to be employed by the applicant in Singapore;

*[S 665/2010 wef 04/11/2010]*

SECOND SCHEDULE — *continued*

(k) the stamped capacity of each syndicate referred to in sub-paragraph (f).

[S 665/2010 wef 04/11/2010]

2. Where any of the members of the syndicates referred to in paragraph 1(f) are corporate bodies, the applicant must furnish to the Authority a list of the names and the registered addresses of the corporate bodies and the participation share of each corporate body in the syndicate.

3. The Authority may, in writing, require further particulars to be provided in respect of the applicant, or of any information furnished under paragraphs 1 and 2.

## THIRD SCHEDULE

Regulation 18(2)

PARTICULARS TO BE CONTAINED IN REGISTER OF MEMBERS OF  
LLOYD'S MAINTAINED BY ADMINISTRATOR

The particulars that must be contained in the register which is required to be maintained by the administrator under regulation 18(1)(a) (in respect of the members of Lloyd's who are registered under regulation 4) are as follows:

- (a) name of the member;
- (b) the membership number at Lloyd's;
- (c) either —
  - (i) the official address, in the case of a member that is an individual;  
or
  - (ii) the country of incorporation and registered office address, in the case of a member that is a corporation;
- (d) the syndicates in which the member participates and the participation share of the member in each syndicate.

## FOURTH SCHEDULE

Regulation 18(3)

PARTICULARS TO BE CONTAINED IN REGISTER OF SERVICE  
COMPANIES MAINTAINED BY ADMINISTRATOR

The particulars that must be contained in the register which is required to be maintained by the administrator under regulation 18(1)(b) (in respect of the Service Companies which are registered under regulation 6) are as follows:

- (a) the name and registered office address of the Service Company;

FOURTH SCHEDULE — *continued*

- (b) the syndicates represented by the Service Company in Singapore;
- (ba) the shareholding structure of the Service Company, including the relationship between the Service Company and the managing agent at Lloyd's in relation to whom the Service Company is acting as agent in Singapore;  
*[S 665/2010 wef 04/11/2010]*
- (bb) the types of insurance business underwritten by the Service Company on behalf of each syndicate referred to in sub-paragraph (b);  
*[S 665/2010 wef 04/11/2010]*
- (c) the name and correspondence address of the managing agent at Lloyd's in relation to whom the Service Company is acting as agent in Singapore;  
*[S 665/2010 wef 04/11/2010]*
- (d) the organisation chart of the Service Company;  
*[S 665/2010 wef 04/11/2010]*
- (e) the names and experience of the underwriters employed by the Service Company in Singapore; and  
*[S 665/2010 wef 04/11/2010]*
- (f) the stamped capacity of each syndicate referred to in sub-paragraph (b).  
*[S 665/2010 wef 04/11/2010]*

FIFTH SCHEDULE

Regulations 13(1), (3) and (5), 13M(4),  
16(8) and 26

INSURANCE ACT  
(CHAPTER 142)

INSURANCE  
(LLOYD'S ASIA SCHEME)  
REGULATIONS

NAME OF SERVICE COMPANY \_\_\_\_\_

FORM 1 — FUND BALANCE SHEET AS AT \_\_\_\_\_

FIFTH SCHEDULE — continued

SINGAPORE INSURANCE FUND	OFFSHORE INSURANCE FUND
General <input type="checkbox"/>	General <input type="checkbox"/>
(Tick (√) one only)	

Co Code

--	--	--	--	--

Year

--	--	--	--

Month

--	--

Description	Annex	Row No.	Amount
<b>ASSETS</b>			
Equity securities		1	
Debt securities		2	
Land and buildings		3	
Loans		4	
Cash and deposits		5	
Other invested assets		6	
Investment income due or accrued		7	
Outstanding premiums and agents' balances	1A	8	
Deposits withheld by cedants		9	
Reinsurance recoverables (on paid claims)	1B	10	
Income tax recoverables		11	
Fixed assets		12	
Balances due from other insurance funds/shareholders funds/corporations related to the syndicate or Service Company	1C	13	
Other assets	1D	14	
<b>Total Assets (1 to 14)</b>		<b>15</b>	

FIFTH SCHEDULE — *continued*

Description	Annex	Row No.	Amount
<b>LIABILITIES</b>			
Policy liabilities		16	
Other liabilities:			
Outstanding claims		17	
Annuities due and unpaid		18	
Reinsurance deposits		19	
Amounts owing to insurers		20	
Bank loans and overdrafts		21	
Balances due to other insurance funds/shareholders funds/corporations related to the syndicate or Service Company	1E	22	
Others	1F	23	
<b>Total Liabilities (16 to 23)</b>		<b>24</b>	
<b>SURPLUS (15–24)</b>	1G	<b>25</b>	

## ANNEX 1A

AGEING OF OUTSTANDING PREMIUMS AND  
AGENTS' BALANCES OF SERVICE COMPANY  
AS AT \_\_\_\_\_

Description	Row No.	Direct Business			Amount
		Agents	Brokers	Others	

FIFTH SCHEDULE — *continued*

<b>In respect of direct business</b>					
Bad debts written off during the year	1				
Ageing of outstanding premiums and agents' balances:					
<u>Outstanding period</u>					
Up to 3 months	2				
Above 3 months but not exceeding 6 months	3				
Above 6 months but not exceeding 12 months	4				
Above 12 months	5				
Gross total (2 to 5)	6				
Provision for doubtful debts	7				
Total outstanding premiums and agents' balances in respect of direct business (6-7)	8				
<b>In respect of reinsurance business</b>					
Bad debts written off during the year	9				
Ageing of outstanding premiums and agents' balances:					
<u>Outstanding period</u>					
Up to 6 months	10				
Above 6 months but not exceeding 12 months	11				
Above 12 months but not exceeding 24	12				

FIFTH SCHEDULE — *continued*

months					
Above 24 months	13				
Gross total (10 to 13)	14				
Provision for doubtful debts	15				
Total outstanding premiums and agents' balances in respect of reinsurance business (14 – 15)	16				
Total (8 + 16) = Row 8 of Form 1	17				

*Note:* For direct insurance business, outstanding period starts from date of commencement of cover.

In respect of reinsurance business, outstanding period commences from the date premiums are accrued in the books of the Service Company.

## ANNEX 1B

## STATEMENT OF REINSURANCE RECOVERABLES

AS AT \_\_\_\_\_

Description	Row No.	Amount
Reinsurance recoveries on unpaid claims	1	
Reinsurance recoverables written off during the year	2	
Ageing of reinsurance recoverables (on paid claims):		
<u>Outstanding period</u>		
Up to 1 year	3	
Above 1 year but not exceeding 2 years	4	

FIFTH SCHEDULE — *continued*

Above 2 years	5	
Total (3 to 5)	6	
Provision for doubtful reinsurance recoverables	7	
Total (6-7) = Row 10 of Form 1	8	

ANNEX 1C

BALANCES DUE FROM OTHER INSURANCE FUNDS/  
SHAREHOLDERS FUNDS/CORPORATIONS RELATED TO  
THE SYNDICATE OR SERVICE COMPANY

AS AT \_\_\_\_\_

Description	Row No.	Amount
Balance due from shareholders fund	1	
Balance due from overseas branches/corporations related to the syndicate or Service Company	2	
Balance due from other insurance funds established and maintained under the Regulations	3	
Total (1 to 3) = Row 13 of Form 1	4	

ANNEX 1D

BREAKDOWN OF OTHER ASSETS

AS AT \_\_\_\_\_

Description	Row No.	Amount

FIFTH SCHEDULE — *continued*


ANNEX 1E

BALANCES DUE TO OTHER INSURANCE FUNDS/  
SHAREHOLDERS FUNDS/CORPORATIONS RELATED TO  
THE SYNDICATE OR SERVICE COMPANY

AS AT \_\_\_\_\_

Description	Row No.	Amount
Balance due to shareholders fund	1	
Balance due to corporations related to the syndicate or Service Company	2	
Balance due to other insurance funds established and maintained under the Regulations	3	
Total (1 to 3) = Row 22 of Form 1	4	

ANNEX 1F

BREAKDOWN OF OTHERS AS AT \_\_\_\_\_

Description	Row No.	Amount

FIFTH SCHEDULE — *continued*

Total = Row 23 of Form 1		

## ANNEX 1G

## SURPLUS AS AT \_\_\_\_\_

Description	Row No.	Amount
Surplus at beginning of period	1	
Net income	2	
Transfer to premiums trust funds/from syndicate in respect of the syndicate's business written by the Service Company	3	
Surplus at End of Period (1 to 3) = Row 25 of Form 1	4	

## ANNEX 1H

INFORMATION IN RESPECT OF REDUCTION IN  
UNEARNED PREMIUM RESERVES DUE TO REINSURANCE CEDED  
TO REINSURERS IN RESPECT OF GENERAL BUSINESS  
AS AT \_\_\_\_\_

Description	Row No.	Amount
Licensed insurer/foreign insurer under the foreign insurer scheme	1	
Authorised reinsurer/corporation related to the syndicate or Service Company	2	

FIFTH SCHEDULE — *continued*

Unlicensed reinsurer	3	
Total (1 to 3)	4	

*Notes to Form 1*

This Form shall be accompanied by the following Notes:

(a) *Note 1* — The aggregate amounts of loans to and amounts due from —

- (i) directors as defined in the Companies Act (Cap. 50); and
- (ii) employees of the Service Company.

Aggregate amounts shall be shown separately for directors and employees.

(b) *Note 2* — Description and amount of the following items:

- (i) intangible assets (which shall be valued in accordance with the Accounting Standards); and
- (ii) contingent assets and liabilities.

(c) *Note 3* — Description of any changes in accounting policies and methodologies in the valuation of assets and liabilities and the quantification of their effects.

(d) *Note 4* — Description of any prior adjustment and correction for errors and reasons for the adjustment and correction.

*Instructions for completion of Form 1, Notes to Form 1 and Annexes 1A to 1H*

1. All amounts shown in this Form are to be rounded up to the nearest dollar.

Negative amounts shall be preceded by “-”.

2. Notes and Annexes 1A to 1H shall be completed separately for each insurance fund established and maintained under the Regulations. For any Note or Annex where there are no entries, a “Nil” Note or Annex shall be submitted. A Note or an Annex which is not applicable need not be submitted.

3. “Debt securities” includes accrued interest relating to debt securities.

4. “Investment income due or accrued” includes accrued interest relating to deposits.

5. “Land and buildings” includes properties acquired through foreclosures and in settlement of debts.

6. “Loans” shall be reported net of provisions.

FIFTH SCHEDULE — *continued*

7. “Outstanding premiums and agents’ balances” refers to net premiums payable to, or paid into, an insurance fund established and maintained under the Regulations. For direct business, “agents’ balances” shall be net of the premium refund to insured and the commissions payable to agents or brokers. It shall be determined on an agent-by-agent or broker-by-broker basis, as the case may be. Outstanding premiums due from insured shall only be offset by claims and premium refund (if any) payable to the insured on an insured-by-insured basis.

8. “Reinsurance recoverables (on paid claims)” means any amount that a Service Company is entitled to recover, but has yet to recover, from its reinsurance counterparty in respect of claims that have been paid by the Service Company. Claims that a Service Company is entitled to recover but has yet to recover from, and premiums owing to, a particular person with whom the Service Company has a reinsurance arrangement shall be set off on an individual account basis.

9. “Reinsurance recoveries on unpaid claims” refers to such recoveries on claim liabilities, outstanding claims and claims in the course of payment.

10. “Other liabilities”, in relation to an insurance fund established and maintained under the Regulations, shall be the amount representing the sum of —

- (a) outstanding claims;
- (b) annuities due and unpaid;
- (c) reinsurance deposits;
- (d) amounts owing to other insurers;
- (e) bank loans and overdrafts;
- (f) balances due to other insurance funds/shareholders  
funds/corporations related to the syndicate or Service Company;  
and
- (g) “others”, which includes any exchange translation reserves  
resulting from the translation of the statement in this Form from a  
non-Singapore dollar denominated functional currency to the  
presentation currency in Singapore dollars, any contingency  
reserves prescribed under the Act or any regulations thereunder, and  
any liabilities other than the items described in sub-paragraphs (a) to  
(f) above, for example, special reserves.

11. “Outstanding claims” refers to claims which have been approved by the Service Company for payment but have not been paid yet and includes expenses

FIFTH SCHEDULE — *continued*

associated with the settlement of such claims, but does not include such claims that are already included in policy liabilities.

12. “Amounts owing to insurers” refers to claims owing by the Service Company to ceding companies and premiums owing to any person carrying on reinsurance business. Premiums and claims owing to and owing by the Service Company shall be set off on an individual account basis.

13. “Direct Business — Others” includes business from direct clients, direct marketing and other distribution channels.

14. For the purposes of Annex 1H, “unlicensed reinsurer means an insurer who is neither licensed under section 8 of the Act nor authorised under section 34 of the Act to carry on reinsurance business.

## INSURANCE ACT

## (CHAPTER 142)

## INSURANCE

## (LLOYD'S ASIA SCHEME)

## REGULATIONS

NAME OF SERVICE COMPANY \_\_\_\_\_  
\_\_\_\_\_

FORM 2 — FUND PROFIT-AND-LOSS ACCOUNT  
FROM \_\_\_\_\_ TO \_\_\_\_\_

SINGAPORE INSURANCE FUND	OFFSHORE INSURANCE FUND
General <input type="checkbox"/>	General <input type="checkbox"/>
(Tick (✓) one only)	

Co Code \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_



FIFTH SCHEDULE — *continued*

Description	Row No.	Amount
Licensed insurer/foreign insurer under the foreign insurer scheme	1	
Authorised reinsurer/corporation related to the syndicate or Service Company	2	
Unlicensed reinsurer	3	
Total (1 to 3) = Row 2 of Form 2	4	

## ANNEX 2B

## INVESTMENT REVENUE

FROM \_\_\_\_\_ TO \_\_\_\_\_

Description	Row No.	Investment Revenue			
		Interest/ Dividend/ Rental Income	Realised Gains (Losses) From Last Reported Value/Write- backs (Write-offs)	Unrealised Changes From Last Reported Value	Amount
Equity securities	1				
Debt securities	2				
Land and Buildings	3				
Loans	4				
Cash and deposits	5				
Other invested assets	6				

FIFTH SCHEDULE — *continued*

Total (1 to 6) = Row 3 of Form 2	7				
--	---	--	--	--	--

ANNEX 2C

BREAKDOWN OF OTHER INCOME

FROM \_\_\_\_\_ TO \_\_\_\_\_

Description	Row No.	Amount
Total = Row 5 of Form 2		

ANNEX 2D

MANAGEMENT EXPENSES

FROM \_\_\_\_\_ TO \_\_\_\_\_

Description	Row No.	Amount
Staff salaries & expenses	1	
Office rent	2	
Related corporation expenses	3	
Directors' fees	4	
Audit fees	5	
Managing agent's fees	6	

FIFTH SCHEDULE — *continued*

Repairs and maintenance	7	
Public utilities	8	
Printing, stationery and periodicals	9	
Postage, telephone and telex charges	10	
Computer charges	11	
Hire of office equipments	12	
Licence and association fees	13	
Advertising and subscriptions	14	
Entertainment	15	
Travelling expenses	16	
Total = Row 9 of Form 2		

ANNEX 2E

BREAKDOWN OF OTHER EXPENSES

FROM \_\_\_\_\_ TO \_\_\_\_\_

Description	Row No.	Amount
Total = Row 14 of Form 2		

FIFTH SCHEDULE — *continued*

*Instructions for completion of Form 2 and Annexes 2A to 2E*

1. All amounts shown in this Form are to be rounded up to the nearest dollar. Negative amounts shall be preceded by “-”.

2. Annexes 2A to 2E shall be completed in full separately for each insurance fund established and maintained under the Regulations. For any Annex where there are no entries, a “Nil” Annex shall be submitted.

3. “Gross premiums” refers to gross premiums received or receivable including portfolio premiums, after deduction of discounts and return premiums, which have been entered into the books of the Service Company during the period. Commissions shall not be deducted from gross premiums.

4. “Outward reinsurance premiums” refers to premiums paid or payable on reinsurance ceded during the period, and includes portfolio premiums in respect of ceded business.

5. “Investment revenue” refers to —

- (a) interest, rental and dividend income earned;
- (b) realised gains (losses) from last reported value, and write-backs (writeoffs); and
- (c) unrealised changes from last reported value,

on or of the investment portfolio comprising equity securities, debt securities, land and buildings, loans, cash and deposits and other invested assets.

6. For the purpose of Annex 2A, “unlicensed reinsurer means an insurer who is neither licensed under section 8 of the Act nor authorised under section 34 of the Act to carry on reinsurance business.

7. “Rental income” includes imputed rental on owner-occupied premises used for the Service Company’s business. Owner-occupied premises are premises owned by the Service Company and which are used for the Service Company’s business.

8. “Realised gains (losses) from last reported value” refers to the amount realised on sale of investments, land and buildings after deducting expenses incurred, less the relevant “Amount” reported in Form 1 as at the end of the last reporting period or the purchase price, if such purchase is made during the reporting period. Losses on sale of assets shall only be netted off within the same category of assets. It includes gains/losses due to exchange rate fluctuations and foreign currency translations.

9. “Write-backs (write-offs)” refers to any bad loan written off or written back.

FIFTH SCHEDULE — *continued*

10. “Unrealised changes from last reported value” refers to changes in market value, changes in estimated market value, changes in net realisable value or changes in provisions where applicable, from the relevant “Amount” reported in Form 1 as at the end of the last reporting period or from the purchase price, if such purchase is made during the reporting period.

11. “Investment expenses” includes expenses incurred in earning interest, dividend and rents, expenses incurred in the management and sale of the investments, property maintenance costs or expenses, and property tax.

12. “Other income” includes gains due to exchange rate fluctuations and foreign currency translations.

13. “Gross claims settled” refers to gross claims paid, including portfolio losses, (increase) decrease in outstanding claims during the period, and medical and legal expenses incurred directly in the settlement of claims paid in the period, net of recoveries from salvages and subrogation, where applicable. Outstanding claims refers to such claims as are described in paragraph 11 of the Instructions for completion of Form 1, Notes to Form 1 and Annexes 1A to 1H.

14. “Reinsurance recoveries” refers to reinsurance recoveries received or receivable from reinsurance in respect of claims paid including portfolio losses, during the period.

15. “Staff salaries and expenses” includes —

- (a) salaries, bonuses and allowances;
- (b) directors’ expenses;
- (c) contribution to the Central Provident Fund, pensions and gratuities;
- (d) medical fees;
- (e) training;
- (f) skills development levy; and
- (g) fringe benefits.

16. “Office rent” includes imputed rental expenses on owner-occupied premises used for the Service Company’s business.

17. “Related corporation expenses” refers to charges from the related corporations of the Service Company for services rendered to the Singapore operations.

18. “Managing agent’s fees” refers to fees paid to those agents appointed by a Service Company to both underwrite and manage a portfolio of business.

FIFTH SCHEDULE — *continued*

19. “Distribution expenses” includes all direct costs such as commissions and bonuses, and all indirect costs of benefits and services provided by the Service Company in the distribution of its products, agency allowances and profit commissions.

20. In respect of general business, “Increase (decrease) in net policy liabilities” refers to the sum of increase (decrease) in premium liabilities and increase (decrease) in claim liabilities.

21. “Provision for doubtful debts/bad debts written off on receivables” refers to increase (decrease) in provision for doubtful debt on receivables (for example, reinsurance recoveries and outstanding premiums and agents balances), bad debts written off receivables and excludes loans.

22. “Taxation expenses” refers to (increase) decrease in provision for tax.

23. “Other expenses” includes depreciation on fixed assets and losses due to exchange rate fluctuations and foreign currency translations.

FIFTH SCHEDULE — *continued*

INSURANCE ACT  
(CHAPTER 142)

INSURANCE  
(LLOYD'S ASIA SCHEME)  
REGULATIONS

NAME OF SERVICE COMPANY \_\_\_\_\_

FORM 3 — STATEMENT OF PREMIUMS, CLAIMS AND UNDERWRITING RESULTS  
IN RESPECT OF GENERAL BUSINESS FROM \_\_\_\_\_ TO \_\_\_\_\_

Co Code	Year	Month
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**SINGAPORE INSURANCE FUND**

Description	Row No.	Marine and Aviation		Fire	Motor	Work Injury Compensation	Personal Accident	Health	Miscellaneous				Total	
		Cargo	Hull and Liability						Public	Bonds	Engineering/	Professional		Others









## FIFTH SCHEDULE — continued

To other ASEAN countries	7				
To other countries	8				
Total (6 to 8)	9				
Net premiums written (1 + 5 - 9)	10				
Premium liabilities at beginning of period	11				
Premium liabilities at end of period	12				
Premiums earned during the period (10 + 11 - 12)	13				
<b>B. CLAIMS</b>					
Gross claims settled					
Direct business	14				
Reinsurance business accepted —					
In Singapore	15				
From other ASEAN countries	16				
From other countries	17				
Total (15 to 17)	18				
Recoveries from reinsurance business ceded —					
In Singapore	19				
To other ASEAN countries	20				

## FIFTH SCHEDULE — continued

To other countries	21				
Total (19 to 21)	22				
Net claims settled (14 + 18 – 22)	23				
Claim liabilities at end of period	24				
Claim liabilities at beginning of period	25				
Net claims incurred (23 + 24 – 25)	26				
<b>C. MANAGEMENT EXPENSES</b>					
Management Expenses	27				
<b>D. DISTRIBUTION EXPENSES</b>					
Commissions	28				
Reinsurance commissions	29				
Net commissions incurred (28 – 29)	30				
Other distribution expenses	31				
<b>E. UNDERWRITING RESULTS</b>					
Underwriting gain/(loss) (13 – 26 – 27 – 30 – 31)	32				
<b>F. INVESTMENT INCOME</b>	33				
<b>G. OPERATING RESULT (32 + 33)</b>	34				

FIFTH SCHEDULE — *continued**Notes to Form 3*

This Form shall be accompanied by the following Notes:

- (a) *Note 1* — Items in this Form may be allocated according to a reasonable basis used by the Service Company which is acceptable to its external auditor. The bases used shall be stated as a Note to this Form.
- (b) *Note 2*—Particulars on reinsurances of special risks other than reinsurances of liabilities under a marine and aviation policy.

*Instructions for completion of Form 3 and Notes to Form 3*

1. All amounts shown in this Form are to be rounded up to the nearest dollar. Negative amounts shall be preceded by “-”.

2. Notes shall be completed in full separately for each insurance fund established and maintained under the Regulations. For any Note where there are no entries, a “Nil” Note shall be submitted.

3. Reinsurers are not required to provide a breakdown of the miscellaneous line of business for the Singapore Insurance Fund, but should report such items under “Others” in the “Miscellaneous” category.

4. For the purpose of risk classification, where separate figures for each class of business are not available, as in a combined policy covering several classes of risks, the premiums may be shown under the predominant class of risk.

5. For annual policies issued in respect of direct risks, a Service Company shall recognise premium income in full when the risks commence.

6. In respect of the Offshore Insurance Fund, “Casualty and Others” refers to insurance covering loss or liability arising from accident or mishap, including employer’s liability insurance, work injury compensation insurance, public liability insurance, motor vehicle insurance, plate glass insurance, burglary and theft insurance, fidelity guarantee, bond and credit insurance, personal accident and health insurance where written by Service Companies, and other substantially similar kinds of insurance, but does not include certain types of loss which by law or custom are considered as falling exclusively within the scope of other types of insurance such as property insurance or marine insurance. Property insurance means insurance against risks of loss of, or damage to, material property, excluding certain types of loss which by law or custom are considered as falling exclusively within the scope of marine, aviation and transport insurance, motor vehicle insurance or miscellaneous accident insurance.

FIFTH SCHEDULE — *continued*

7. “Gross premiums” refers to gross premiums received or receivable, including portfolio premiums, after deduction of discounts and return premiums, which have been entered into the books of the Service Company in relation to the syndicate’s business written by the Service Company during the period. Commissions shall not be deducted from gross premiums.

8. “Reinsurance business ceded” refers to premiums paid or payable on reinsurance ceded during the period. It includes portfolio premiums in respect of ceded business.

9. “Net premiums written” refers to the net amount of premiums after deduction of return premiums and payments in respect of reinsurance business ceded.

10. “Gross claims settled” refers to gross claims paid, including portfolio losses, (increase) decrease in outstanding claims during the period, medical and legal expenses incurred directly in settlement of claims paid in the period, net of recoveries from salvages and subrogation, where applicable. Outstanding claims refers to such claims as described in paragraph 11 of the Instructions for completion of Form 1, Notes to Form 1 and Annexes 1A to 1H.

11. “Recoveries from reinsurance business ceded” refers to reinsurance recoveries received or receivable from reinsurance in respect of claims settled, including portfolio losses, during the period.

12. “Other distribution expenses” includes agency allowances and profit commissions.

FIFTH SCHEDULE — *continued*

INSURANCE ACT  
(CHAPTER 142)

INSURANCE  
(LLOYD'S ASIA SCHEME)  
REGULATIONS

NAME OF SERVICE COMPANY \_\_\_\_\_

FORM 4 — STATEMENT OF PREMIUMS AND CLAIMS DEVELOPMENT IN RESPECT OF GENERAL BUSINESS

FROM \_\_\_\_\_ TO \_\_\_\_\_

SINGAPORE INSURANCE FUND	OFFSHORE INSURANCE FUND
General <input type="checkbox"/>	General <input type="checkbox"/>
(Tick (✓) one only)	

Co Code	Year	Month												
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				





FIFTH SCHEDULE — continued

	—	—	—	—	—	—	—	—	—	—	—	—	—
Total	—	—	—	—	—	—	—	—	—	—	—	—	—

\*Delete as appropriate

**Form 4(c) — Earned or Written Premiums and Claims Incurred But Not Reported**

Type Of Business: \_\_\_\_\_

Line Of Business: \_\_\_\_\_

Accident/Underwriting Year*	Earned/Written* Premiums	Claims Incurred But Not Reported at the End of Each Year of Development											
Prior Years	—												

\$'000



FIFTH SCHEDULE — *continued**Instructions for completion of Form 4*

1. Form 4(a) to (c) shall be completed net of reinsurance.
2. Form 4(b) shall be completed in accordance with regulation 13M(1)(b) of the Insurance (Lloyd's Asia Scheme) Regulations (Rg 9).
3. A Service Company shall complete a separate Form 4(a) to (c) for each line of business belonging to each type of business as set out below:

Source of Business Types of Insurance	Lines of business for Singapore Insurance Fund	Lines of business for Types of Offshore Insurance Fund
Direct and Facultative Business	1 Marine and Aviation — Cargo	1 Marine and Aviation — Cargo
	2 Marine and Aviation — Hull and Liability	2 Marine and Aviation — Hull and Liability
	3 Fire	3 Property
	4 Motor	4 Casualty and Others
	5 Work Injury Compensation	
	6 Miscellaneous	
Treaty Reinsurance	As above	As above

4. A Service Company shall complete the Form using the accident year (that is, the calendar year in which the incident giving rise to the related loss occurs) basis for direct and facultative business and the underwriting year basis for treaty business. Marine and aviation business may be reported on an underwriting year basis, if appropriate.

5. Where the accident year basis is used, the Service Company shall complete Form 4(c) based on earned premiums. Where the underwriting year basis is used, the Service Company shall complete Form 4(c) based on written premiums.

FIFTH SCHEDULE — *continued*

6. A Service Company shall reflect in the Form the development of premium and claims for a minimum of 8 years preceding or since the date of its incorporation, whichever period is the shorter.

INSURANCE ACT

(CHAPTER 142)

INSURANCE

(LLOYD'S ASIA SCHEME)

REGULATIONS

FORM 5

CERTIFICATE ON THE ACCOUNTS OF

THE GENERAL BUSINESS OF

---

FOR THE ACCOUNTING PERIOD ENDED \_\_\_\_\_

We, the undersigned, hereby certify that in our belief —

- (a) the information provided in Forms 1, 2 and 3 are complete and accurate;
- (b) Form 1 has been completed in accordance with the bases set out in the Insurance (Lloyd's Asia Scheme) Regulations (Rg 9); and
- (c) in the relevant accounting period, no part of the assets and liabilities of the Insurance Fund(s) maintained under the Foreign Insurer Schemes of the Insurance Act (Cap. 142) has been dealt with in contravention of regulations made for the purposes of section 35L(a) or (b) of the Act; except

FIFTH SCHEDULE — *continued*

\_\_\_\_\_  
*Director*

\_\_\_\_\_  
*Director*

\_\_\_\_\_  
*Chief Executive Officer*

Date: \_\_\_\_\_

INSURANCE ACT  
(CHAPTER 142)

INSURANCE  
(LLOYD'S ASIA SCHEME)  
REGULATIONS

FORM 6

REPORT OF THE AUDITOR APPOINTED TO AUDIT  
THE ACCOUNTS OF THE GENERAL BUSINESS  
OF \_\_\_\_\_

1. We have audited the attached balance sheets as at \_\_\_\_\_, profit-and-loss accounts and other statutory returns (Forms 1, 2 and 3, including their Notes but excluding their Annexes), for the accounting period \_\_\_\_\_. These statements of accounts and other statements are the responsibility of the Service Company's directors. Our responsibility is to express an opinion on these statements of accounts and other statements based on our audit.

2. We conducted our audit in accordance with the Singapore Standards on Auditing to the extent that they are relevant to the audit. These Standards require that we plan and perform the audit to obtain reasonable assurance about whether the statements of accounts are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts

FIFTH SCHEDULE — *continued*

and disclosures in the statements of accounts. An audit also includes assessing the accounting principles, evaluating the presentation of the overall statements of accounts and the Service Company's internal control systems used in the preparation of the statements of accounts and other statements. We believe that our audit provides a reasonable basis for our opinion.

3. In our opinion and to the best of our knowledge, based on the information and explanations provided to us —

- (a) the balance sheets, profit-and-loss accounts and other statutory returns (Forms 1, 2 and 3, including their Notes but excluding their Annexes) have been prepared in accordance with the provisions of the Insurance Act (Cap. 142) and the regulations made thereunder;
- (b) the balance sheets present a fair reflection of the financial position of the business of the syndicate(s) for which the Service Company acts and for which the Insurance Fund(s) is/are valued as prescribed under Parts IIIA and IIIB of the Insurance (Lloyd's Asia Scheme) Regulations (Rg 9).

4. As far as can be ascertained from our audit, in our opinion —

- (a) no part of the assets and liabilities of the Insurance Fund(s) maintained under the Foreign Insurer Schemes of the Insurance Act has been dealt with in contravention of regulations made for the purposes of section 35L(a) or (b) of the Act; and
- (b) the syndicate(s) has/have estimated its/their loss reserves for the operations in Singapore, including those for claims incurred but not reported (IBNR), using a proper and consistent method of estimation which is based on properly collated claims statistics; except

FIFTH SCHEDULE — *continued*

Date: \_\_\_\_\_

INSURANCE ACT  
(CHAPTER 142)

INSURANCE  
(LLOYD'S ASIA SCHEME)  
REGULATIONS

FORM 7

The Chief Executive Officer

Date:

Name of Service Company:

Dear Sir

**AUDITOR'S SUPPLEMENTARY REPORT**

1. We have audited the balance sheets, profit-and-loss accounts and other statutory returns (Forms 1, 2 and 3, including their Notes but excluding their Annexes), and evaluated the internal control systems of \_\_\_\_\_  
\_\_\_ as at \_\_\_\_\_ and for the accounting period \_\_\_\_\_  
\_\_\_\_\_.

FIFTH SCHEDULE — *continued*

2. Our audit was carried out in accordance with the requirements of regulation 13(2) of the Insurance (Lloyd's Asia Scheme) Regulations (Rg 9) for the purpose of expressing our opinion on the accounts drawn up in accordance with the provisions of the Insurance Act (Cap. 142). Our audit was necessarily conducted on a test basis and included such samples as we deemed appropriate. In this connection, we have reviewed the accounting system and system of internal controls used in the preparation of the statements of accounts and other statements in operation in the Service Company.

3. Based on our audit, we have no comments on the following (except for those matters stated in the Appendix):

- (a) the books of the Service Company in respect of business of the syndicate(s) under the Insurance (Lloyd's Asia Scheme) Regulations (Rg 9) have been properly kept and recorded fairly the affairs and transactions in respect of that business;
- (b) all necessary and proper apportionments have been made in the balance sheet, profit-and-loss account and other statutory returns, and have been made in an equitable manner;
- (c) no documents of title to insurance fund assets have been held in contravention of section 20(1) of the Insurance Act;
- (d) in such circumstances and to such extent as prescribed —
  - (i) the assets of any insurance fund maintained under the Insurance (Lloyd's Asia Scheme) Regulations (Rg 9) have been invested in such manner and maintained in such places as prescribed; and
  - (ii) the nature of the assets is appropriate in relation to the currency in which the liabilities relating to the business of the syndicate(s) for which the Service Company acts are or may be required to be met;
- (e) the accounting and internal control systems used in the preparation of statements of accounts and other statements;
- (f) other areas of material weakness in the operations of the Service Company;
- (g) implementation of directions and recommendations made by the Authority during the year in respect of internal control systems used in the preparation of the statements of accounts and other statements; and

FIFTH SCHEDULE — *continued*

(h) implementation of our previous year's audit recommendations.

4. During the course of our audit (except for those matters stated in the Appendix), nothing came to our notice that caused us to believe that —

- (a) known bad debts of a material amount had not been written off or fully provided for;
- (b) adequate provision had not been made for known material doubtful debts and for any material diminution in value of other assets;
- (c) there was any non-compliance with the Insurance Act (Cap. 142 ) and regulations, licensing conditions, notices and directions issued by the Authority and other relevant laws;
- (d) the Service Company has not followed up on recommendations made by the Authority during the year;
- (e) there are conflicts of interests involving management or staff in areas such as underwriting, claims settlement and investment resulting or which may result in any person receiving an undue benefit or advantage at the expense of the policy owner.

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*Public Accountants and Chartered  
Accountants Singapore*

*Appendix*

Auditor's Findings	Auditor's Recommendations	Service Company's Comments

FIFTH SCHEDULE — *continued*

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*[S 665/2010 wef 04/11/2010]*

*[S 231/2013 wef 18/04/13]*

*[S 833/2013 wef 31/12/13]*

*[S 814/2004 wef 01/01/2005]*

*[S 159/2008 wef 01/04/2008]*

*[G.N. Nos. S 62/2002; S 136/2003]*

LEGISLATIVE HISTORY  
INSURANCE (LLOYD'S ASIA SCHEME) REGULATIONS  
(CHAPTER 142, RG 9)

This Legislative History is provided for the convenience of users of the Insurance (Lloyd's Asia Scheme) Regulations. It is not part of this Scheme.

**1. G. N. No. S 62/2002 — Insurance (Lloyd's Asia Scheme) Regulations 2002**

Date of commencement : 1 February 2002

**2. G. N. No. S 136/2003 — Insurance (Lloyd's Asia Scheme) (Amendment) Regulations 2003**

Date of commencement : 31 March 2003

**3. 2004 Revised Edition — Insurance (Lloyd's Asia Scheme) Regulations**

Date of operation : 29 February 2004

**4. G. N. No. S 814/2004 — Insurance (Lloyd's Asia Scheme) (Amendment) Regulations 2004**

Date of commencement : 1 January 2005

**5. G. N. No. S 159/2008 — Insurance (Lloyd's Asia Scheme) (Amendment) Regulations 2008**

Date of commencement : 1 April 2008

**6. G. N. No. S 665/2010 — Insurance (Lloyd's Asia Scheme) (Amendment) Regulations 2010**

Date of commencement : 4 November 2010

**7. G.N. No. S 231/2013 — Insurance (Lloyd's Asia Scheme) (Amendment) Regulations 2013**

Date of commencement : 18 April 2013

**8. G.N. No. S 833/2013 — Insurance (Lloyd's Asia Scheme) (Amendment No. 2) Regulations 2013**

Date of commencement : 31 December 2013