

## JAPAN ENDORSEMENT

JAPAN ENDORSEMENT  
(hereinafter referred to as the “Japan Endorsement”)

attaching to the

Contract Ref: {UMR To Be Completed}  
commencing {DATE To Be Completed}  
(hereinafter referred to as the “Subject Contract”)

Between

{INSURED’S NAME To Be Completed}  
as more particularly described in the Subject Contract  
(hereinafter referred to as the “Insured”)

And

VARIOUS UNDERWRITERS AT LLOYD’S, LONDON  
(hereinafter referred to as “Lloyd’s Underwriters”)

The coverage provided under this Japan Endorsement is intended to cover the Japanese portion of the risks that would otherwise be insured by the Lloyd’s Underwriters under the Subject Contract, for the period specified therein (the “Japanese domestic risks”) and for which the Underwriters (including the Lloyd’s Underwriters) have allocated a Net Premium of {X%, Japanese Yen / U.S.Dollars x,xxx,xx (this should be no less than USD500, or policy currency equivalent) To Be Completed}, part of the premium payable under the Subject Contract.

The Lloyd’s Underwriters, subject to the terms of this Japan Endorsement, hereby agree to insure the Japanese domestic risks via their general agent, Lloyd’s Japan Inc (LJI) and simultaneously accept 100% automatic reinsurance of the risks so insured (each Lloyd’s Underwriter for its share severally and not for the share of any other Lloyd’s Underwriters) underwritten through LJI.

Japanese domestic risks for the purposes of this Japan Endorsement means

- (1) any risk for which insurance coverage would otherwise be provided by the terms of the Subject Contract; but
- (2) pursuant to Japanese insurance law and/or regulation insurance coverage may only be provided to applicants for insurance coverage by persons permitted in accordance with the Insurance Business Law to carry on insurance business in Japan and in accordance with the terms of such authorisation.

The insurance of such Japanese domestic risks is hereby affected for and on behalf of certain Lloyd's Underwriters, whose definitive numbers and the proportions underwritten by them can be ascertained by reference to the Subject Contract.

The said Lloyd's Underwriters are hereby bound, severally and not jointly, to insure in accordance with the terms and conditions contained herein and within the Subject Contract and this Japan Endorsement shall incorporate all terms, conditions, exclusions and limitations in the Subject Contract relating to the cover in respect of the Japanese domestic risks.

It is hereby agreed that the interests and liabilities of the Lloyd's Underwriters for the Japanese domestic risks insured under the Subject Contract are as more particularly described in the Subject Contract. Notwithstanding any provision to the contrary in the Subject Contract, the total liability of the Lloyd's Underwriters under this Japan Endorsement and the Subject Contract shall not exceed their proportion of the total insurance coverage amount specified in the Subject Contract and liability under this Japan Endorsement for the Japanese domestic risks remains limited by the provisions of the Subject Contract.

Any payment by the Lloyd's Underwriters under this Japan Endorsement shall reduce by that amount the total liability for which Lloyd's Underwriters can be liable under the Subject Contract. Any payment by the Lloyd's Underwriters under the Subject Contract shall reduce by that amount the total liability for which Lloyd's Underwriters can be liable under this Japan Endorsement.

Japanese regulations require that premium be paid prior to the inception of cover. If the premium allocated to the Japanese domestic risks is received by LJI after the inception of the Subject Contract the date of inception in relation to the cover for the Japanese domestic risks shall be the date that the premium allocated to the Japanese domestic risks has been received by LJI and Lloyd's Underwriters shall have no liability and no claim shall be paid in respect of claims arising from Japanese domestic risks that occur prior to that date.

The governing law of this Japan Endorsement shall be as determined by the Subject Contract.

The provisions for service of suit under this Japan Endorsement shall be as determined by the Subject Contract.

References in this Japan Endorsement to the "Subject Contract" shall refer to the Subject Contract identified by the UMR referenced above (which may be appended hereto) and shall include any subsequent issued insurer authorised evidence of cover.

LMA3131A  
28 November 2019