



04 August 2014

«Name»
«Company»
«Address»

Dear Sir / Madam,

WORKSHOP ON:

**Part 1: THE FOUR Ds OF CONSTRUCTION INSURANCE:
DAMAGE, DESIGN DEFECT & DELAY**

Part 2: FINANCIAL LINE & REINSURANCE

**BY MR BEN NICHOLSON, MR JULIAN TEOH & MR STEVEN DEWHURST
OF DAC BEACHCROFT LLP, SINGAPORE**

We are pleased to inform that we will be organizing a full day Workshop on the abovementioned topics as below:

DATE & TIME

Thursday, 04 September 2014: 9.00am – 5.00pm

VENUE

Ballroom 3, Hotel Maya Kuala Lumpur.

PARTICIPANTS

This session should attract Underwriting, Sales/Marketing of Property Insurance, Risk Management, Risk Surveyor, Reinsurance departments as well as Claims department and also informative for regulatory bodies.

...2/-

SPEAKER'S PROFILES (Refer attached)

WORKSHOP CONTENT (Refer attached)

PARTICIPANT FEE

NICS Members: RM600.00 per participant

NON – Members: RM800.00 per participant

Complimentary Seat Entitlement:

Members	Local	Every 3 participants registered - 1 complimentary seat
	Regional	Every 1 participant registered - 1 complimentary seat
Non-Members	Every 5 participants registered - 1 complimentary seat	

REGISTRATION

The Registration Form is attached herewith. Kindly complete and email to <nancy@gt.com.my> / <nancy.malar@my.gt.com>.

(The registration will be confirmed upon receiving the full payment)

CLOSING DATE

Please submit the completed registration form and the full payment by Monday, 18 August 2014.

FURTHER INFORMATION

If you require any further information or clarification, please do not hesitate to contact Ms Nancy at 03-2692 4022 or email at <nancy@gt.com.my> / <nancy.malar@my.gt.com>.

We look forward to your early registration.

Thank you.

Yours very truly

NANCY MALAR
Executive Secretary



NATIONAL INSURANCE CLAIMS SOCIETY

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HOTEL MAYA, KUALA LUMPUR

THURSDAY, 04 SEPTEMBER 2014

CONTENTS

SPEAKER	TOPIC
MR BEN NICHOLSON & MR JULIAN TEOH	FOUR DS: <ul style="list-style-type: none">- The Various Interests on a Construction Site- The Nature of CAR Insurance- "Damage" v "Defect"<ul style="list-style-type: none">o What they mean and how are they different?o When does "defect" become "damage"?o Difference in meanings in different countries- Defect Exclusions<ul style="list-style-type: none">o What so defect exclusion clauses try to achieve?o DE Clauses 1-5o Case law on the DE Clauses- Delay in Start-Up<ul style="list-style-type: none">o What is the cover?o How does it work?o Exclusions and other restrictions in cover.

SPEAKER	TOPIC
<p>MR STEVEN DEWHURST</p>	<p style="text-align: center;">FINANCIAL LINES AND REINSURANCE:</p> <ul style="list-style-type: none"> - Re-Takaful <ul style="list-style-type: none"> o Can conventional reinsurance reinsure a takaful arrangement? o Basic structure of a takaful arrangement o Issues when conventional reinsurers are asked to reinsure such an arrangement. - Claims Control/Cooperation <ul style="list-style-type: none"> o What rights does a claims co-operation clause actually give to a reinsurer and are they, in reality, enforceable? o What happens if a reinsurer does not exercise its rights, or exercises them, but is nevertheless faced with a "perverse" judgment or Arbitration Award? o A discussion of strategies that treaty reinsurers can adopt in nat cat and other scenarios to manage their exposure to claims and ensure proper adjustment by cedants. - Follow the Settlements/Fortunes <ul style="list-style-type: none"> o we will recap on what these phrases actually mean in practice, o how the meaning of such clauses can vary depending on which law is applied, and o how (or whether) these phrases give rise to any obligations where ex gratia payments have been made. - Arbitration Clauses <ul style="list-style-type: none"> o the attitudes of the courts in Asia-Pacific towards arbitration clauses and, specifically, whether they will respect a contractual agreement to arbitrate. - Sanctions Clauses <ul style="list-style-type: none"> o A look at the relevant case law o Guidance on reinsurers' rights when sanctions apply. - The decision in CIMB v Malaysian Trustees and its implications in Malaysia. - Recent case law on the liability of remisiers in Malaysia. - Personal liability of directors for professional negligence.