

Articles of Association of MIG

the Mining Insurance Group

*amendments to A of A (in blue text) - agreed 07/07/15

1 Name

The name of the Association is the “Mining Insurance Group” (“MIG”).

2 Objects

2.1 MIG is established:

2.1.1 as a consultative body for insurers, reinsurers, insurance buyers, brokers, risk managers and service providers active in the Relevant Classes of the operational and construction mining markets (the “Mining Market”);

2.1.2 to meet on a regular basis to identify and discuss issues considered to be of interest or concern in the Mining Market;

2.1.3 to provide education to its Members and to others on issues considered to be of interest or concern in the Mining Market;

2.1.4 to provide a forum for presentations by Members and any third parties considered suitable by MIG to participate in such presentations;

2.1.5 to facilitate the distribution of relevant information to the Mining Market;

2.1.6 to respond to requests from other insurance and reinsurance market bodies or organisations (including governmental, regulatory and industry bodies) involved or interested in the Mining Market;

2.1.7 to establish committees or working groups to review, assess, develop or comment upon policy wordings, clauses, papers or matters of interest to the Mining Market;

2.1.8 to organise and sponsor conferences and seminars for all interested parties related to the Mining Market, whether Members or not; and

2.1.9 to provide a forum for the exchange of views, policy wordings, clauses, papers or matters of interest and other information between practitioners in the Mining Market on matters relating to mining insurance and reinsurance.

2.2 MIG may do all and any lawful things as may be necessary for the attainment of such objects, including:

- 2.2.1 raising funds and inviting and receiving contributions from any person or persons whatsoever by way of subscriptions and otherwise;
- 2.2.2 accepting gifts and borrowing or raising money for such objects on such terms and on such security as shall be thought fit;
- 2.2.3 subject to such consents as may be required by law, borrowing or raising money for the said objects and accepting gifts on such terms and on such security as shall be deemed to be necessary;
- 2.2.4 utilising its funds in pursuance of its objects as the Board deems fit; and
- 2.2.5 investing the money of MIG not immediately required for its objects in or on such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law.
- 2.3 MIG and its Members will not engage in:
 - 2.3.1 the discussion of specific named risks, projects, insureds, prospective insureds, or claims unless the information is in the public domain;
 - 2.3.2 any anti-competitive practice, including but not limited to entering into an agreement (whether in writing or verbal; formal or informal), arrangement or concerted business practice that appreciably prevents, restricts or distorts competition in the Mining Market or has the intention of so doing;
 - 2.3.3 any agreement (whether in writing or verbal; formal or informal), arrangement or concerted business practice that directly or indirectly controls or fixes either premium rating or policy terms, the terms of business or the method of conduct of business applicable to either specific named risks or insureds or to the Mining Market as a whole;
 - 2.3.4 any control of the use of policies or wordings;
 - 2.3.5 any attempt to formulate strategy that would influence practices within the Mining Market;
 - 2.3.6 any practices which may reasonably lead to MIG being deemed or construed to be operating as a cartel; or
 - 2.3.7 any practice that constitutes violation of any applicable law or regulation, including but not limited to competition law in any relevant jurisdiction.
- 2.4 The “Relevant Classes”, being the classes of insurance that are within the scope of MIG, are Erection All Risks (“EAR”), Contractors All Risks (“CAR”), Contract Works, Delay in Start Up, Project Third Party Liability, Contractors Plant, Machinery Breakdown, Business Interruption and Contingent Business Interruption, Industrial All Risks, Electronic Equipment and any other classes which may have an impact upon the Mining Market.
- 2.5 MIG does not have any parent or subsidiary organisations and is not accountable to other market bodies or organisations.

3 Membership

- 3.1 Membership of MIG shall be open (subject to Board approval) to insurers, reinsurers, insurance buyers, brokers, risk managers and service providers,

which participate in any or all of the Relevant Classes for national, multinational and international risks and which have paid their annual subscriptions and who shall undertake to regularly participate in MIG's meetings. Membership is also open to individuals with an interest in the Mining Market. The Board shall have the right to approve or reject applications for membership without giving reasons.

- 3.2 Each Member (unless an individual) shall appoint one individual person who fulfils the following criteria ("Delegate") to represent it at MIG meetings and other activities and vote on its behalf at General Meetings. The criteria for appointment as a Delegate are that the person is a senior and experienced practitioner in the area of the Mining Market responsible for conducting business relating to the Relevant Classes.
- 3.3 In the event of a Delegate:
 - 3.3.1 resigning or otherwise leaving the employ of his Member;
 - 3.3.2 being the subject of any fine, censure or adverse ruling by a regulatory body or found guilty by any court of any fraud or serious misconduct;
 - 3.3.3 becoming incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
 - 3.3.4 resigning his position of Delegate by notice in writing;such person shall immediately cease to be a Delegate and the relevant Member shall appoint a replacement Delegate by notifying the Secretary in writing before such appointment is to take effect; save that it will be open to the Board to allow the individual concerned to remain a Member in his individual capacity.
- 3.4 Each Member may appoint a replacement Delegate at any time, provided that such person fulfils the above eligibility criteria for Delegates and notice of such appointment is provided to the Secretary before the appointment is to take effect.
- 3.5 Any Member may be removed from Membership if the Board, acting in good faith, considers that the Member has breached these Articles of Association or upon notice of resignation by such Member being sent to the Secretary. Upon removal from Membership, in the absence of MIG's dissolution, a Member automatically transfers any rights, title or interest it may have in any funds of MIG to the remaining Members.
- 3.6 If a Member is not represented by a duly appointed Delegate at four consecutive meetings:
 - 3.6.1 the Secretary or the Chairman (or Vice-Chairman in the Chairman's absence) may notify the Member that their attendance is breaching their obligation to regularly participate in MIG's meetings; and
 - 3.6.2 at the next appropriate meeting the Chairman (or Vice-Chairman in the Chairman's absence) may if thought be fit propose a resolution that the Membership of the relevant Member shall be revoked; and
 - 3.6.3 after the meeting the Chairman will inform the Member in writing of the decision that was reached and the Membership of that Member shall be, or not be, revoked in accordance with the vote on the resolution.

- 3.7 Membership of MIG shall not require any Member to adopt, follow, implement or obey any decision or recommendation of MIG except in relation to the running and operation of MIG itself.
- 3.8 At each Annual General Meeting the Board will determine the level of Membership subscription fee for the following year. Such subscription fee shall be payable by the Members within 30 days of receiving a notice from the Treasurer requesting payment.
- 3.9 Only Board Officers are authorised to act as agent for MIG (and its Membership) and to enter into contracts on behalf of MIG and its Membership (subject to such acts and contracts being in accordance with these Articles, a standing order or rule issued by the Board or a prior written resolution of the Members passed in General Meeting); other Delegates and Members are not authorised to do so except in accordance with a prior written standing order or rule issued by the Board or a prior written resolution of the Members passed in General Meeting specifically naming such Delegate / Member as having such authority.
- No person shall have authority on behalf of MIG or its Membership to incur any uninsured liability beyond the amount for the time being of its funds.

4 Board

- 4.1 At the Annual General Meeting
- 4.2 One third of the Board shall retire from office. A retiring director shall be eligible for re-election after one term of office, but no director can serve more than 2 consecutive terms of office, without at least 1 year out of office before being eligible again. The Members shall elect a "Board" to broadly represent the categories of Members set forth in Clause 2.1.1 above.
- 4.3 The Board is composed of a maximum of (10) Delegates. The final number of Board Officers elected from the Annual General Meeting shall be decided by the Annual General Meeting. The Board, once elected will appoint a Chairman, Vice-Chairman, Treasurer and Secretary.
- 4.4 Meetings of the Board will be chaired by the Chairman who will have a casting vote.
- 4.5 At each Annual General Meeting:
- 4.5.1 any Delegate may put himself forward for election to the Board (subject to Clause 4.1 above).
- 4.6 The remit of the Board is to oversee the efficient and effective operation of MIG in accordance with these Articles of Association.
- 4.7 The Board may appoint such special or standing committees as may be deemed necessary by the Board and shall determine their terms of reference, powers, duration and composition. All acts and proceedings of such special or standing committees shall be reported back to the Board as soon as possible.
- 4.8 A member of the Board shall cease to hold office if he or she:
- 4.9.1 resigns or otherwise leaves the employ of his Member;

- 4.9.2 is the subject of any fine, censure or adverse ruling by any regulatory body or other governmental or supra-national body, or is found guilty by any court of any fraud or serious misconduct,
- 4.9.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 4.9.4 resigns his office by notice in writing;
- 4.9.5 is absent from four consecutive meetings of the Board and the Chairman (or in the case of the Chairman, the Vice-Chairman) determines in his discretion that such officer shall be removed from office.
- 4.10 Any Board Officer may be removed from his Board position by a resolution at a duly convened General Meeting.
- 4.11 Any casual vacancy in the Board may be filled by the Board and any person appointed to fill such a casual vacancy shall hold office until the conclusion of the next General Meeting and shall be eligible for election at that meeting.
- 4.12 The proceedings of the Board shall not be invalidated by any failure to elect, or any defect in the election, appointment, co-option or qualification of, any Board Officer.
- 4.13 Subject to the Chairman's casting vote each Board member shall have an equal vote in respect of all resolutions before the Board.

5 Meetings

- 5.1 A meeting may be called:
 - 5.1.1 by the Board upon 14 days written or email notice to each Delegate or
 - 5.1.2 upon 10 days written notice to the Chairman by at least 3 Members, in which case the Chairman shall notify, in writing, each Delegate at least 14 days in advance of the meeting.
- 5.2 Once a year an Annual General Meeting shall be held at such time (not being more than 15 months after the holding of the preceding Annual General Meeting) and place as the Board shall determine. At least 21 days' notice shall be given in writing by the Secretary to each Member. At such Annual General Meeting the business shall include:
 - 5.2.1 the election of Board Officers;
 - 5.2.2 the consideration of an annual report of the work done by or under the auspices of the Board; and
 - 5.2.3 the transaction of such other matters as may from time to time be necessary.
- 5.3 The Chairman may at any time at his discretion, and the Secretary shall within 21 days of receiving a written request so to do from not less than five Delegates which gives appropriate reasons for the request, call a special General Meeting of the Association.
- 5.4 No General Meeting shall take place unless a quorum is present. **A quorum will consist of ten Delegates attending in person or by proxy excluding the Chairman.** A vote on an issue is decided by the majority of Delegates present

and entitled to vote at the relevant meeting, each Full Member having one vote via its Delegate for the time being. The Chairman (or Vice-Chairman in the Chairman's absence) has the casting vote in the event that there is no majority.

- 5.5 The Chairman, Vice-Chairman and Secretary will be jointly responsible for ensuring the convening of General Meetings, preparation and circulation of agendas and minutes and timely follow-up of agreed action.
- 5.6 No business shall be transacted at any General Meeting unless:
 - 5.6.1 it has been duly placed on the agenda and circulated to all Delegates at least 3 days in advance of the meeting;
 - 5.6.2 the Chairman receives at least 5 days in advance of the meeting written notice of such matters from a Member, in which case the Chairman shall include such matters in the agenda and circulate an agenda including such business to all Delegates at least 3 days in advance of the meeting; or
 - 5.6.3 a resolution is passed at a duly convened General Meeting to discuss such business.
- 5.7 The venue for each General Meeting will be jointly decided by the Chairman, Vice-Chairman and Secretary. Agendas and minutes of General Meetings will be circulated to all Members and will be available for inspection by all interested parties and bodies upon request to the Chairman.

6 Competition Policy

- 6.1 MIG is committed to effective competition in the Mining Market. MIG will not allow its meetings, organisation or facilities to be used for any illegal, unlawful or anti-competitive purposes and it is the duty of each Member to:
 - 6.1.1 ensure that MIG does not contravene or assist any other party in the contravention of any applicable law or regulation, including but not limited to US, EU and UK competition law and
 - 6.1.2 be aware of their responsibilities under applicable law or regulation, including but not limited to US, EU and UK competition law, and ensure that all reasonable care is taken to ensure that no infringement occurs.
- 6.2 All Members by joining MIG and each of their Delegates irrevocably authorise the Chairman to disclose to any relevant governmental, supra-national, regulatory or other person having legal authority all and any information concerning the activities of MIG and its Members as such person shall lawfully require and to offer all reasonable co-operation to the such person as may be required or in the interests of MIG.

7 Minutes

Minutes of meetings shall be kept by the Board and all other committees, and the appropriate secretary shall maintain a record of all discussions, proceedings and resolutions.

8 Standing orders and rules

The Board shall have power to adopt and issue standing orders and/or rules. Such standing orders and/or rules shall come into operation immediately provided that they shall be subject to review in the next General Meeting and shall not be inconsistent with the provisions of these Articles.

9 Payments

- 9.1 All moneys raised by or on behalf of MIG shall be maintained in a segregated bank account and applied to further its objects and for no other purpose provided that nothing herein contained shall prevent:
- 9.1.1 the repayment to Board Officers or committee members of reasonable out-of-pocket expenses, or
- 9.1.2 the Board being entitled to effect policies of insurance or indemnity and paying any premiums thereon to cover the liability of the Board (or any of its Officers) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to MIG; provided that any such insurance or indemnity shall not extend to any claim arising from any deliberate or reckless act or omission.

10 Finance

- 10.1 The Board shall:
- 10.1.1 keep accounting records;
- 10.1.2 prepare annual statements of account; and
- 10.1.3 arrange the auditing or independent examination of the statements of account.
- 10.2 A statement of the accounts for the last financial year shall be submitted by the Board to each Annual General Meeting.
- 10.3 A bank account shall be opened in MIG's name with such bank as the Board shall from time to time decide. All cheques must be signed by a Board Officer.
- 10.4 The Treasurer holds MIG's funds (including subscriptions) subject to each Member's contractual rights and liabilities. The Treasurer shall have full control of the use of MIG's funds (however raised) in accordance with the direction of the Board, MIG's objects and these Articles.
- 10.5 MIG is non-profit-making. It is run purely for the benefit of Members without any outside commercial influence. The Members of MIG are engaged in mutual trading to pay for the furtherance of MIG's objects; any surplus funds are the Members' own money and shall be returned to the Members upon dissolution of MIG.

11 Alterations to these Articles

These Articles may be altered by a resolution passed by not less than two-thirds of Members present and voting at a General Meeting. The notice of the General Meeting must include notice of the resolution, setting out the terms of the alteration proposed.

12 Dissolution

If the Board by a simple majority decides at any time that it is necessary or advisable to dissolve MIG, it shall call a special General Meeting on not less than 21 days' notice stating the terms of the resolution to be proposed. If such decision shall be confirmed by a two-thirds majority of Members present and voting at such meeting the Board shall have power to dispose of any assets held by or on behalf of MIG. Any assets remaining after the satisfaction of any proper debts and liabilities shall be distributed equally between the Members.

13 Notices

Any notice may be served by the Secretary on any Member by serving it personally on its Delegate or by sending it via email to the Delegate using his or her usual business email address, or through the post in a prepaid letter addressed to such Member at its registered office (or, in the case of a Lloyd's Syndicate, at the registered office of its managing agency), and any letter so sent shall be deemed to have been received 3 working days after posting.

14 Laws and Jurisdiction

These Articles of Association shall be governed by the laws of England and Wales and to the exclusive jurisdiction of the English courts.