

Third Quarter 2021

Baden  Baden  
REINSURANCE MEETING



Congress house (Baden-Baden)

## EDITORIAL

### The Reinsurance Industry Under Pressure

The global reinsurance market has experienced unprecedented events over the past two years.

In addition to the effects of the health crisis, the industry is still suffering the serious impact of the extreme weather events that have become more frequent in recent years as a result of climate change, especially with the recent destructive storm caused by Hurricane Ida and the expectation of another storm season in the Atlantic, combined with the flooding that occurred in Europe last July.

According to the latest forecasts, Hurricane Ida will cost \$30 billion, compared to an insured cost of \$12 billion for the floods.

At the same time, significant losses due to cyber attacks have increased dramatically in recent years with the digital transformation that several sectors have experienced.

All these issues have been the main topics of discussion during the renewal meetings for the year 2022, given their significant impact on reinsurance premiums.

It is expected that 2021 will be one of the five most expensive years of this century for global reinsurers, resulting in further price increases during the 2022 renewals.

This year witnessed the continuing recovery efforts in the market initiated since 2019 and generating by the end of 2021, a 10% growth in Non-Life compared to the pre COVID-19 level, to reach \$6.9 trillion and to over \$7 trillion by 2022.

In view of the trends highlighted by the ongoing negotiations that are still striving for technical equilibrium, other actions are expected in terms of prices and insurance conditions, mainly through new exclusions linked to cyber and pandemic risks. The increase in rates would undoubtedly generate significant improvements for reinsurers, enabling them to maintain comfortable solvency ratios and to limit the consequences of lower interest rates and higher inflation.

In this exceptional context, Tunis Re will keep on making all efforts to negotiate the best conditions and will continue to work closely with its partners to develop business opportunities, backed by over 40 years of experience in the reinsurance industry.

Lamia Ben Mahmoud

Head Office - Tunis

12, Avenue du Japon Montplaisir - B.P 29 - 1073 Tunis

Phone. : (216) 71 904 911- Fax: (216) 71 904 930

E-mail : [tunisre@tunisre.com.tn](mailto:tunisre@tunisre.com.tn)

[www.tunisre.com.tn](http://www.tunisre.com.tn)

f : [www.facebook.com/Tunis-Re-178608322175326/](https://www.facebook.com/Tunis-Re-178608322175326/)

in : [www.linkedin.com/company/tunis-re/](https://www.linkedin.com/company/tunis-re/)



# Arbitration in Insurance:

## A method of dispute settlement to be developed



By Mustapha Kotrane

Nowadays, arbitration is becoming increasingly important in resolving disputes for a number of subjects. The adoption of arbitration as a mechanism for disputes resolution has increased thanks to the advantages that this system offers and which are not obtained by the State's judiciary, who is overloaded with cases, and also for the advantages that it provides to entrepreneurs from different countries, as it avoids the problem of not knowing procedural rules and the substantive of foreign law.

In insurance sector, the relationship between the contracting parties could be exposed to disputes and both parties can appeal to the courts. The legal procedures are nowadays perceived as a source of slowness, which insurance companies are accused of trying to take advantage in order to compensate the victim as later as possible, which is not in accordance with the image that they really want to give for themselves.

Arbitration aims to reach a solution to the dispute without resorting to legal proceedings, and, depending on their modalities, they offer alternatives that appeal to the parties through consensus, more speediness and confidentiality.

The question which arises: Are insurance parties are permitted to use an alternative to litigation, such as arbitration, to resolve their dispute? What are the advantages that would lead them to use arbitration?

### ARBITRATION CONCEPTS

Arbitration is one of the forms of dispute resolution that is binding on the parties. It is an agreement in which a person or persons who do not belong to the ordinary justice system are in charge of resolving these disputes.

Arbitration, as a special system of litigation, is not sufficiently determined by the willingness of the parties alone, but needs to be stipulated by law. Arbitration is therefore based on two foundations: the intention of the litigants and the State.

Arbitration is a special court established by agreement of the parties, and it follows the procedures recognized by the concerned parties, applying the law chosen by the parties. Arbitration is an agreement followed by procedures and ends with an enforceable judgment.

### Arbitration and some related concepts

Arbitration differs from a number of related concepts such as conciliation, expertise or transaction.

**The Conciliation** is a dispute resolution mechanism obtained with the help of a third party called conciliator. This agreement is most often recorded in a conciliation report signed by the parties and the conciliator.

The conciliation report, unlike the arbitration award, is not a judicial decision and therefore does not bind the parties. The solution proposed by the conciliator must be accepted by the two parties.

Arbitration may be voluntary or forced, domestic or international, ad hoc or institutional.

The arbitration agreement is the agreement by which the parties decide to resort to arbitration.

**The Expertise** is the review by a person known for his or her skills, the expert, of a dispute or a particular point, usually a technical one, on which he or she gives an opinion. The main difference lies in the purpose of these two types of proceedings. Indeed, the expert expresses only his opinion, while the arbitrator, instead, takes a decision on the subject of the dispute and imposes it on the parties concerned.

**The transaction** is an agreement by which the parties put an end to a dispute incurred or to be incurred by making reciprocal concessions. The main difference between these two concepts is their nature: a settlement is a conventional method of dispute resolution, whereas arbitration is a judicial form. While arbitration is a contentious procedure, a transaction is an amicable one. Besides, in this case it is the parties themselves who put an end to their dispute by reaching an agreement.

Thus, arbitration is at the crossroads between state justice and other alternative dispute resolution methods. Arbitration has this in common with state justice that arbitrators, like judges, settle a dispute by a jurisdictional and binding decision, where the conciliator and mediator limit themselves to trying to bring the parties together.

### Different Types of Arbitration

Arbitration may be voluntary or forced, domestic or international, ad hoc or institutional.

Arbitration is voluntary when the parties freely resort to it. Arbitration is forced when the law, exceptionally, requires the parties to resort to it.

Arbitration is international when it involves international commercial interests.

Ad hoc arbitration is arbitration that takes place outside any permanent arbitration institution and is organized by the parties themselves. This type of arbitration gives total freedom to the parties. It allows the parties to establish procedures adapted to the specificities of their dispute. It is allowing flexibility.

Institutional arbitration is arbitration whose organization has been entrusted by the parties to a permanent arbitration institution, and which is conducted in accordance with the arbitration rules drawn up by that institution. Institutional arbitration avoids the risk of paralysis of the arbitration procedure when it encounters difficulties and ensures the quality, efficiency and authority of arbitral awards. However, the institutionalization of arbitration leads to less personalization and less flexibility of the procedure.

### The Arbitration Agreement

The arbitration agreement is the agreement by which the parties decide to resort to arbitration. It is in fact the basis of the arbitration, which gives it its particular character and its scope, as well as the basis on which the arbitrator draws his jurisdiction. It bears the name of arbitration clause when it is drafted with a view to a possible future dispute and that of compromise when it relates to a dispute that has already arisen.

**The arbitration clause** is concluded at the time the contract is concluded and before the dispute arises. The parties to the legal relationship do not wait for the dispute to arise. On the other hand, they can predict incidents and agree in advance on the arbitration at the heart of the contract they conclude, either by an independent agreement that may be subsequent to the contract, but in any case, prior to the dispute.

Arbitration is widely developed in reinsurance.

Indeed, arbitration constitutes an efficient mode in terms of expediency, cost-effectiveness and confidentiality for the resolution of disputes between business partners.

**The compromise** is concluded when a dispute has arisen. The benefit of the second form of arbitration arises in the case where the parties did not include the arbitration clause at the time of the conclusion of the initial agreement. The legislator states that it encourages arbitration as much as possible, so that the arbitration agreement is admitted after the dispute has arisen.

The arbitration agreement being a contract is subject to the general conditions of contracts validity. It can only be concluded by a person who be able to compromise and for an arbitrable dispute.

### Arbitration Agreements Effects

The arbitration agreement, once it is valid, is binding on the parties who signed it but has no effect on third parties. It renders the state courts incompetent in favor of the arbitrators. Article 19 of the Arbitration Code provides that, if an arbitration agreement exists, the State courts must declare themselves incompetent if they are seized.

Any valid arbitration agreement shall have the effect of giving jurisdiction to the appointed arbitrators. They then become the arbitrators of all parties, not being agents of the parties who appointed them. arbitrators also undertake important obligations, including the obligation to complete their assignment.

The idea is that arbitration agreements are not enforceable against persons who are not parties of them.

### The Arbitral Tribunal

The arbitral tribunal is composed of one arbitrator or an odd number of arbitrators to allow for a majority. Whenever the interest of the dispute so permits, three arbitrators are generally appointed to the arbitral tribunal. Each party shall appoint one arbitrator and the third shall be appointed by both of them, so that the arbitral tribunal shall be made up of the confidence of the parties. The arbitrator must be independent and impartial: he certifies this at the time of his appointment and, even during the procedure, must reveal any circumstances that could affect this independence.

### The Arbitration Award

It is the outcome of the arbitration, it generally has the form of a judgment and settles the dispute in a way that is binding on the parties. Generally, it is entered into voluntarily as the arbitration process leads naturally to it.

## ARBITRATION IN INSURANCE

### Reinsurance: the favourite land for arbitration

Arbitration is widely developed in reinsurance. Traditionally, the reinsurance sector has been one of the fields of choice for arbitration. Dedicated arbitration clauses are frequently included in reinsurance treaties and facultative reinsurance policy wordings.

The significant amounts involved, the international nature of the agreements, their highly technical content and, to a certain extent, the need to maintain business relationships, have led reinsurers and insurers (ceding companies) to resort to arbitration. Arbitration offers the guarantee that any disputes will be adjudicated by industry experts in a secure and confidential setting.

Indeed, arbitration constitutes an efficient mode in terms of expediency, cost-effectiveness and confidentiality for the resolution of disputes between business partners. In this respect, it is worth remembering that arbitration has become the most commonly used as an alternative dispute resolution method in the international trade.



The adoption of dispute arbitration in insurance contracts is still limited in practice, although players in the direct insurance market are beginning to show increasing appetite for this method of dispute resolution.

The arbitration is not public and the award is not published.

### The international insurance market: a progressive opening towards arbitration

The adoption of dispute arbitration in insurance contracts is still limited in practice, although players in the direct insurance market are beginning to show increasing appetite for this method of dispute resolution. It is clear that if this alternative dispute resolution mechanism develops in an increased and sustainable manner in the field of insurance law, the insurance contract parties can find an efficient outcome for the resolution of their contentious issues.

In recent years, and for identical reasons as reinsurance, the direct insurance markets have turned to arbitration, and it is with the insurance of « major risks» that this method of resolving disputes has experienced a major expansion. Thus, arbitration clauses are very frequently preferred to state justice in the field of space insurance, political risk or even bank liability insurance contracts.

There are many reasons why insurers and policyholders have resorted to this method of dispute resolution and to include arbitration clauses in insurance contracts:

- The internationalization of the insurance market and the multiplicity of its players;
- The globalization of insurable risks (disputes between insurers and insureds from different legal traditions or countries);
- The growing use by insured « offshore» captives' companies as part of the of their insurance programs management;
- The increasing insurance litigation complexity and the importance of the issues entailed for the company, are calling for an availability and a technicality that we do not necessarily find in state courts.

In addition, the emergence of institutional arbitration has encouraged insurers and policyholders to use arbitration. Institutional arbitration provides parties with qualified rosters of arbitrators in all insurance and reinsurance sectors, as well as a fast, cost-effective and confidential institutional dispute resolution framework.

### The arbitration in insurance: real and concrete benefits

The arbitration offers several advantages in terms of **flexibility**, confidentiality and **rapidity**, in a more serene and peaceful framework.

The arbitration offers a certain easiness and flexibility in that it:

- Allows the parties in the dispute to free themselves from the formalities and time limits imposed by the rules of civil procedure applicable in the national courts,
- Makes for greater speed and efficiency, allowing a final sentence to be handed down in less time than if in the state courts.
- Offers to the company the possibility to become an active player in the procedural dynamics and to influence the course and conduct of the proceedings.

In addition, arbitration proceedings often take place in a climate more serene and calming climate than in judicial proceedings, which eases the furtherance of commercial relations between the parties, during and after the resolution of the conflict, a factor to be of importance for the insured company and its insurer in the management of their business relationships. This peaceful climate appears to recognize the importance of dialogue between the parties and the arbitrators, which often leads to transactional solutions during the proceedings.

Arbitration also offers a certain confidentiality and discretion that are sought by the business community. The arbitration is not public and the award is not published,

it is exclusively accessible to the parties and to the arbitrators. Arbitration extracts the dispute from the public sphere and away from the media, which, in certain circumstances, may prevent publicity prejudicial to the rights of the insured company.

On the other hand, arbitration is relatively quicker than court proceedings. As state courts are often overloaded, litigation-processing times are elongated, thus exposing the parties to a temporal hazard that is difficult to control. As such, the parties may set a deadline within which the arbitrators should resolve the dispute. And, the shorter the procedure, the less expensive it is. The celerity of the procedure can also be optimized by the choice of experienced and competent arbitrators. Also, the high rate of spontaneous execution of sentences and the limitation of the means of recourse against them are factors of reduction in procedural delays and savings for the company.

Finally, one of the main advantages of arbitration in the insurance field is the possibility for the parties to choose their judges according to their skills and qualities. Indeed, insurance law is often a matter for specialists, and the arising disputes are very technical and sensitive. The choice of an arbitrator who knows the insured's sector of activity or who specializes in insurance law is a reassuring factor for the parties.

Experience shows that, due to their availability, arbitrators undertake an in-depth examination of all the elements of the dispute including the customs and practices, which are common in this field but very often unrecognized by the judges.

#### **Arbitration difficulties in insurance**

Arbitration, as a means of settling disputes, has not been provided for by the Tunisian insurance code, unlike other means such as amicable transaction. The general conditions of insurance contracts do not contain arbitration clauses. This is due to the specificity of the insurance contract, which generally involves two parties with unbalanced forces, a professional (the insurer) and a consumer (the insured) always considered to be the weak party.

Moreover, in practice, consumer relations as well as labor relations exclude the arbitration clause, so as not to restrict the weaker party's access to the state judge. This is why in some foreign legislation on insurance, all contracts concluded with individuals, for their private needs, could not stipulate an arbitration clause.

This reluctance and mistrust of arbitration might be explained by the weight of habits, by the real or supposed cost of arbitration, but also by the fear of encountering legal difficulties. The difficulties encountered by the insurer confronted with arbitration in its relationship with the insured are essentially of two types, and relate, on the one hand, to the qualification of the arbitration, and on the other hand, to its validity.

The difficulty of qualifying arbitration is noticeable in the insurance field, where we find in the general conditions of contracts various clauses establishing ex-ante or alternative procedures to referral to the courts, such as conciliation or expertise.

The arbitration agreement is not universally valid. In some contracts, it is not possible to include an arbitration clause. In France, the arbitration clause is only valid in contracts concluded for professional activities and all contracts concluded with individuals, for their private needs, do not include an arbitration clause.

However, this does not mean that arbitration is entirely banned in insurance matters. Simply, it will only be possible to resort to arbitration once the dispute has arisen, by way of compromise. The dispute relating to the coverage of a loss can only be submitted to arbitration after its occurrence, that is to say after the occurrence of the damage.

Arbitration, as a means of settling disputes, has not been provided for by the Tunisian insurance code.

The insurer may be indirectly involved in the arbitration when its insured is concerned by a risk covered by the insurance.

Arbitration maintains the relationship between the two parties, as it is not an offensive and violent way, but rather it is closer to the mutual understanding between the two parties.

Of course, the nullity of the arbitration clause in consumer relations considerably restricts the effectiveness of the arbitration. Nothing prevents the insured from directly entering the courts. But nothing prevents the insurer either from offering to resort to arbitration, after the claim has been declared, in order to benefit from its advantages in terms of a streamlined procedure and costs that are controlled and known in advance.

The first has interest in the rapid settlement of the dispute, especially if it concerns the payment of a compensation, and the second may benefit from the confidentiality of the proceedings. This means, ultimately, that the difficulty linked to the validity of the arbitration clause in contracts concluded with non-professionals does not constitute a very restrictive impediment to the development of arbitration between insurers and policyholders.

### **The other side to arbitration for the insurer**

The insurer may be indirectly involved in the arbitration when its insured is concerned by a risk covered by the insurance.

Indeed, the insurer knows other hypotheses of arbitration. Thus, when the parties to an arbitration procedure are holders of an insurance contract covering, directly or indirectly, all or part of the subject matter of the dispute to be decided, the insurer may be led to intervene in the arbitration procedure, without first agreeing to it.

It is by virtue of a litigation management clause that the insurer will be required to intervene in «the business of its insured». These clauses, which are common in the field of large risks, allow the insurer to take charge of the litigation for which it will ultimately bear the financial burden in the event of its client's conviction, and are perfectly applicable to arbitration. This intervention of the insurer would certainly raise a number of issues, in particular with regard to the duty of disclosure devolving upon the arbitrator in terms of independence or impartiality. It is wise for arbitrators acting in such a situation to disclose unambiguously any relationship with the insurer of the party in question.

Another hypothesis is that of subrogation. In this case, we place ourselves after the compensation of the insured loss. In the amount of the compensation, the insurer is granted a subrogated recourse against the person liable for the damage. If the latter is a co-contractor of the insured and in the presence of an arbitration clause, this subrogatory recourse shall necessarily, be exercised within the framework of an arbitration. The benefit of the clause being transmitted to the insurer because of the translatory effect of the subrogation.

### **In Conclusion:**

Arbitration is a matter for professionals and partners. It offers the disputing parties some form of diligence, flexibility and convenience for the resolution of their dispute with complete confidentiality.

Arbitration maintains the relationship between the two parties, as it is not an offensive and violent way, but rather it is closer to the mutual understanding between the two parties.

Parties enter ordinary justice looking backwards, while they enter arbitration looking forwards. ■

# NEWS

## National

### Tunis Re Flash Infos

- Tunis Re's compliance to the MS120000 financial standard has just been reaffirmed. This certification, which was renewed during September 2021, supports the company's financial credibility and offers new opportunities abroad.
- As part of the management of catastrophic risks (Natural disasters and Man Made risks), and in order to optimize our accumulations, Tunis Re has recently signed a strategic partnership with «RMS» that will cover, in a first phase, the management exposures relating to floods and terrorism risks.
- During the 47<sup>th</sup> Annual Conference and General Assembly of the African Insurance Organisation (AIO) held in Lagos, Nigeria, from September 4 to 8, 2021, the Executive Committee decided to re-appoint Mrs. Lamia Ben Mahmoud, General Manager of Tunis Re, as board member for a three-year term.
- Tunis Re is the official Silver Sponsor of the 25th edition of the African Reinsurance Forum to be held this year from November 27th to December 1st, 2021 in Kigali, Rwanda.

### Compensation for flood victims in Nabeul

According to Law N°2019-24, which extended the scope of intervention of the Insured's Guarantee Fund "FGA", to the compensation of damages resulting from the floods occurred in 2018, Tunis Re has been charged to manage the section dedicated to compensate the victims for material damages in the governorate of Nabeul.

Hereafter, the situation as of October 12, 2021:

Nombre de Dossiers :	
- Déposés	872
- Traités	204
- Acceptés	159
Montants approuvés en DT	6 034 502,187
Montants réglés en DT	6 018 952,943

### Capital Increases

**AMI Assurances :** On Thursday, October 14th, 2021, «AMI Assurances» has successfully closed the increase of its share capital. Following this operation, the National Agricultural Bank «BNA» raises its participation in the capital of AMI Assurances to more than 50% and therefore becomes the largest shareholder of the company. The share capital of the company will be raised from 41 million dinars to 87.4 million dinars.

**Lloyd Vie :** During the Annual General Assembly which was held on July 8, 2021, the life insurance company

«Lloyd Vie» decided to make a cash capital increase from 3 million dinars to 6 million dinars.

### Financial Inclusion in Tunisia

In order to promote financial inclusion in Tunisia, a partnership has been concluded between FTUSA and the International Finance Corporation (IFC). This project consists in assessing and evaluating the opportunities of financial inclusion in Tunisia by which small farmers and agricultural SMEs can access to appropriate insurance products (agricultural, health, life).

The project consists of three steps and will be concluded with a final report by mid-2023.

Step 1 - Market assessment and analysis,

Step 2 - Development of agro-climatic insurance solution prototypes,

Step 3 - Disclosure of key findings and recommended solutions.

The first meeting between IFC and Tunisian insurance companies was held virtually on September 29, 2021.

### Partnership between FTUSA and Radio «LIBERTAD

The Tunisian Federation of Insurance Companies «FTUSA» has concluded a partnership agreement with the Libertad Radio Club of the IHEC Carthage, S.M.U and Esprit whose objective is to spread the culture of insurance among the student population through its various actions (seminars, radio, website ...).

### Tunisia ranked as MENA's 2<sup>nd</sup> top emerging startup ecosystem

The Global Startup Ecosystem Report «GSER 2021» has ranked Tunisia, which is represented by «Startup Tunisia», as the second best ecosystem in the MENA region with qualified technical talent. Startup Tunisia is a national Tunisian program led by Smart Capital and sponsored by the World Bank and the Deposit and Consignments Fund.

### NGSign certified «IDAS Qualified Trust Service Provider»

The specialist in electronic trust and signature services, NGSig, is now certified «IDAS Qualified Trust Service Provider» for the creation and approval of qualified electronic signature certificates.

### Ms. Meriem Zine appointed at the head of Advans Tunisia

Ms. Meriem Zine has been appointed as General Manager of Advans Tunisia on October 2021.

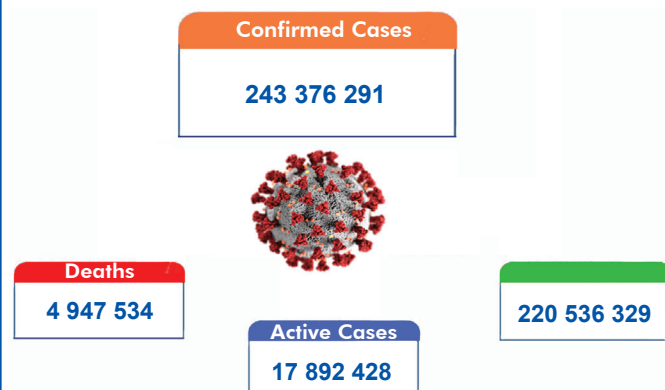
Ms. Zine was the General Manager of GAT Vie from July 2019 to September 2020, when she joined Smart Capital.



# NEWS

## International

### Pandemic Tracker (COVID-19)



Last update: 22 October 2021

Source: <https://www.worldometers.info>

### Review of the Solvency II Rules

The European Commission proposed a comprehensive review of the Solvency II rules relating to insurance in the EU. The changes aim to improve capital requirements. Simplified and more proportionate laws are also proposed for smaller insurance companies. The project is divided into three parts:

- a legislative proposal to amend the Solvency II Directive;
- a Communication on the review of the Solvency II Directive;
- a legislative proposal for a new Insurance Recovery and Resolution Directive.

The reform aims to better protect policyholders and insureds, to strengthen the resilience of the sector against potential crises, to enhance the contribution of European insurers to the financing of the post-Covid-19 economic recovery and to allocate funds to the green economy.

### Morocco: Adoption of the Takaful insurance law

The Moroccan Ministry of Economy and Finance published on September 7, 2021 the implementing texts on Takaful insurance.

### Sudan : Reflection on the implementation of a combined system between Takaful and Conventional insurance

The National Insurance Supervisory Agency and the World Federation of Insurance Companies organised a conference from 18 to 19 October 2021 in Khartoum to assess the experience of Islamic insurance in Sudan. The event focused on the current takaful insurance framework in Sudan and in particular the possibility of adopting a combined system between Takaful and Conventional insurance.

### Oman hit by Shaheen cyclone

Tropical cyclone Shaheen battered Oman and Iran in early October, causing severe damage to infrastructure and flash flooding. At least 14 people were killed.

### GCC: Takaful insurance market in the first half of 2021

Takaful insurers operating in the Gulf Cooperation Council (GCC) countries recorded a slight increase of 0.5% in premium income in the first half of 2021. This underperforming result is due to the growing number of claims and increased competition between companies, as well as the persistence of low interest rates and volatile financial markets.

### Mergers & Acquisitions

- Gulf Insurance Group «GIG», one of the leading insurance companies in the Gulf region based in Kuwait, has completed the acquisition of 50% of AXA's shares in AXA Gulf and 34% of AXA Cooperative Insurance Co. in Saudi Arabia for an amount of US\$ 264 million.
- Chubb acquires the life, accident and health activities of Cigna. The amount of the transaction evaluated to US\$ 5.75 billion.
- Solidarity Bahrain, a subsidiary of Solidarity Group Holding, merged with T'azur Company.

### Appointments :

- Mr. Alaa El-Zoheiry has been nominated as President of FAIR for a two-year period during the 27<sup>th</sup> Conference of the Federation of Afro-Asian Insurers and Reinsurers «FAIR» held from September 19 to 22, 2021 in Sharm El Sheikh, Egypt.
- The Chairman of SCOR, Denis Kessler, is appointed Chairman of the Reinsurance Advisory Board. He succeeds Christian Mumenthaler, Chief Executive Officer of Swiss Re. Mr. Kessler previously served as Chairman of the Reinsurance Advisory Board from 2009 to 2010.
- Mr. Adesegun Akin-Olugbade was appointed as the president of the Board of Directors of NSIA Insurance Nigeria, replacing Mr. Ituah Ighodal.
- Mr. Taoufik Lachker Hidara has been appointed General Manager of La Marocaine Vie.

### Events

- The 25<sup>th</sup> edition of the African Reinsurance Forum will be held this year from November 27<sup>th</sup> to December 1<sup>st</sup> 2021 in Kigali, Rwanda.

# Activity Figures of The Tunisian Insurance Market As at 30.06.2021

en MDT

**At June 30<sup>th</sup>, 2021, The Insurance sector in Tunisia has been characterized by :**

- The market generated a total turnover of TND 1508 million, showing an increase of 8% over the same period last year.
- Total compensations reached TND 712 million up by 36% compared to 30.06.2020.
- A total number of issued policies of 1391 874 with an increase of 4%.
- A total number of reported claims equal to 691 418 up by 12% over the same period last year.
- Investments reached TND 7 063 million, up by 10% compared to 31.06.2020.

	2019	2020	EVOL 20/19	30/06/2020	30/06/2021	EVOL 21/20
<b>Turnover</b>	2 414	2 572	7%	1 394	1 508	8%
Motor	1 057	1 112	5%	623	662	6%
Life	559	624	12%	286	332	16%
Others	798	836	5%	484	514	6%
<b>Claim Charges</b>	1 421	1 349	-5%	526	712	36%
Motor	740	636	-14%	251	303	21%
Life	179	204	14%	80	159	99%
Others	502	509	1%	195	251	28%
<b>Nbr of issued policies</b>	3 176 044	2 989 300	-6%	1 326 560	1 391 874	5%
Motor	1 850 518	1 838 573	-1%	791 721	846 386	7%
Life	643 546	593 013	-8%	312 247	335 769	8%
Others	681 980	557 714	-18%	222 592	209 719	-6%
<b>Nbr of Reported Claims</b>	1 402 967	1 268 185	-10%	617 795	691 418	12%
Motor	288 398	223 430	-23%	93 178	122 701	32%
Others	1 114 569	1 044 755	-6%	524 617	568 717	8%
<b>Investments</b>	6 199	6 843	10%	6 433	7 063	10%

**Best Wishes for a successful career to our Dear Colleague  
Mrs. Lobna Ben Ayed, Employee of the Year Award 2020**



Director of Publication : Mrs Lamia Ben Mahmoud

Contact : Marketing Department Web Site : [www.tunisre.com.tn](http://www.tunisre.com.tn) Email : [mark@tunisre.com.tn](mailto:mark@tunisre.com.tn)

**Société Tunisienne de Réassurance**

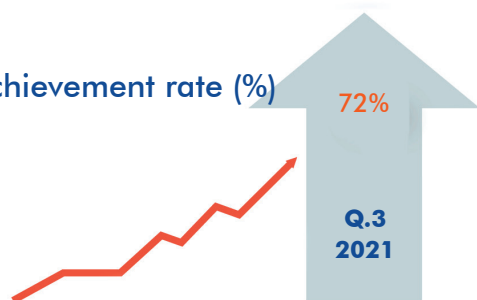
12, Avenue du Japon Montplaisir - B.P 29 - 1073 Tunis - Phone : (216) 71 904 911 Fax: (216) 71 904 930 R.C. : B1115971996

# Activity Figures of Tunis Re

## 3<sup>rd</sup> Quarter 2021

**Turnover** **115.798** M TND

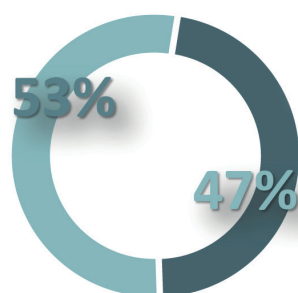
Achievement rate (%)



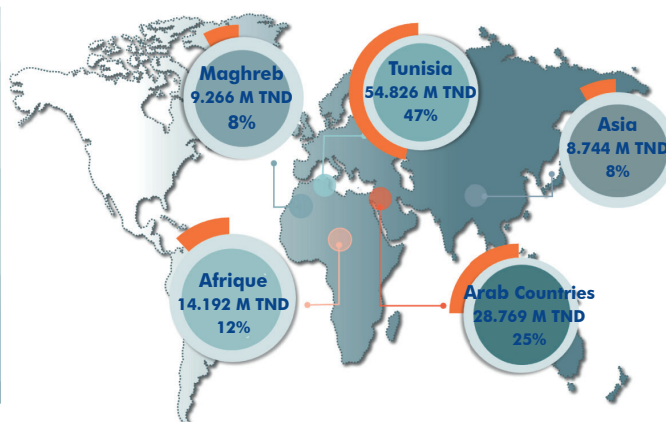
**84.444** M TND

Retained Premium

Retention Rate



■ Tunisia ■ Overseas



**63.183** M TND



Claims Charge  
In improvement by

**- 57%**

Loss Ratio

**61%**



**436** M TND  
Investments



**18** M TND  
investments  
Income

### Stock market : Figures as at 30.09.2021 of the listed Insurance Companies

(In M TND)

Compagny	Premiums			Gross Claims Charge			Investments		
	Sept-21	Sept-20	Var%	Sept-21	Sept-20	Var%	Sept-21	Sept-20	Var%
STAR	289.275	291.572	-0.8%	182.486	166.843	9%	70.702	65.620	7.7%
ASTREE	148.680	141.735	4.9%	55.146	52.606	5%	27.689	28.265	-2%
BH Assurance	110.770	94.797	16.9%	59.558	44.057	35%	11.851	11.529	2.8%
Assurances Maghrebia*	158.561	145.187	9.2%	78.485	64.793	21%	15.291	13.222	15.6%
Tunis Re	115.798	117.609	-1.5%	63.183	147.520	-57%	17.849	18.709	-4.6%

\* Net Claims Charge