
INTERNATIONAL COMMERCIAL
ARBITRATION MOOT 2019

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THE PROBLEM

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**IN THE MATTER OF AN ARBITRATION UNDER THE INTERNATIONAL
ARBITRATION ACT (CAP 143A OF SINGAPORE)**

**AND PURSUANT TO THE ARBITRATION RULES OF THE SINGAPORE
INTERNATIONAL ARBITRATION CENTRE (6TH EDITION)**

Vini Fomo SpA

(Claimant)

And

Kiam Siap Insurance Pte Ltd

(Respondent)

NOTICE OF ARBITRATION AND STATEMENT OF CLAIM

4 December 2018

Solicitors for the Claimant

NOTICE OF ARBITRATION AND STATEMENT OF CLAIM

I. Request for Arbitration

1. The Claimant, Vini Fomo SpA, requests that its dispute with the Respondent, Kiam Siap Insurance Pte Ltd, as set out below, be referred to arbitration under the Arbitration Rules of the Singapore International Arbitration Centre (6th Edition, 1 August 2016) (“**SIAC Rules**”).

II. The Parties

2. The Claimant is a luxury wine distributor incorporated under the laws of Italy.
3. The Respondent is an insurance company incorporated under the laws of Singapore.

III. The Contract, Governing Law, and Arbitration Clause

4. The dispute between the Claimant and the Respondent arises out of an insurance policy (the “**Policy**”) entered into between the Claimant and the Respondent (together, the “**Parties**”) on 31 August 2018 [**Claimant’s Exhibit 1**]. Clause 12 of the Policy provides that the Policy is governed by Singapore law. Clause 13 of the Policy provides for any dispute between the Parties to be resolved by reference to arbitration under the SIAC Rules.

IV. Nature and Circumstances of the Dispute

5. Due to the growing demand for fine Italian wines in Southeast Asia over the past few years, the Claimant sought to expand its wine distribution network into the region, with Singapore as its regional hub.
6. Sometime in June 2017, the Claimant bought a 96,000 sq ft parcel of land in Tuas. Shortly thereafter, the Claimant engaged a contractor to build a warehouse to store its wines for distribution within the region. The warehouse was completed on 24 July 2018, and was immediately equipped with state-of-the art security systems.
7. Before the first shipment of wines arrived in Singapore, the Claimant approached the Respondent with a view to insuring the wines that were to be stored in the warehouse.
8. On 1 August 2018, the Claimant's Managing Director, Mr. Antonio Russo ("**Antonio**"), met with the Respondent's Vice President of Sales, Ms. Clara Tee ("**Clara**"), at the Grand Hyatt Hotel in Singapore for lunch.
9. Over the lunch, Antonio informed Clara of the Claimant's business plan. In particular, Antonio mentioned that the first shipment of 15,000 bottles of wine was scheduled to arrive in Singapore on 15 October 2018. As the wines were very expensive (with an estimated total value of S\$6,000,000 as at 1 August 2018), the Claimant intended to insure them against amongst others, theft, burglary and fire.
10. After listening to Antonio's concerns, Clara said, "*don't you worry, we will prepare a draft policy for your consideration, and we will have it finalised by 15 October 2018 so*

that your bottles will be safe". Clara further mentioned that she was willing to extend Antonio a 20% discount on the premiums for the first year as a gesture of goodwill. Antonio was delighted. Both of them shook hands and parted ways after a hearty meal.

11. On 15 August 2018, Clara sent an email to Antonio, attaching a draft policy [**Claimant's Exhibit 2**].

12. On 12 September 2018, Antonio sent an email to Clara to state that:

"I think that I am generally okay with the main terms of the draft policy, but I think the premium payable is still a little bit on the high side."

[**Claimant's Exhibit 2**]

13. On 13 September 2018, Clara sent an email stating that:

"I am glad that we are in agreement. You have made a right choice in insuring with us.

As to the annual premium payable, the figure quoted in the draft policy, i.e. \$100,000, has already included a 20% discount as agreed. However, we are willing to reduce the price further to \$95,000 if you could confirm as soon as possible that this is acceptable to you.

If you are agreeable to this, please could you send us a signed copy of the attached policy and we will process it internally thereafter."

[**Claimant's Exhibit 2**]

14. On 27 September 2018, Antonio replied to say that he "*will send over the executed draft as soon as possible*". [**Claimant's Exhibit 2**]

15. Clara wrote back on the same day as follows:

*“Thank you, Antonio.
Please do not hesitate to contact me at this email if you have further queries.”*

[Claimant’s Exhibit 2]

16. From the above, it is evident that there was a valid and binding Policy between the Parties for the Respondent to insure the Claimant’s wines stored at the Claimant’s warehouse up to a value of S\$6,000,000.

17. At approximately 7 a.m. on 22 October 2018, the Claimant’s warehouse manager, Mr. James Wong (“**James**”), entered the warehouse and began doing his routine walk around the compound. He noticed that the stacks of crates in the Tuscan wines section appeared unusually low (although the crates were neatly stacked). Out of cautiousness, James took out his inventory list and did a quick count of the Tuscan wines. It was only then did he realise that 20 crates, containing 240 of the Claimant’s most expensive bottles of Tuscan wine known as “*Vino Magnifico*”, had gone missing.

18. Notably, on 30 September 2018, the Tuscan wineries announced the global extinction of *uva magnifica*, the particular Tuscan grape variety used in the making of the *Vino Magnifico*. As a result, the price of *Vino Magnifico* skyrocketed to S\$25,000 per bottle, up from its previous price of S\$500 as at 1 August 2018.

19. Moreover, James found a handwritten note at the scene of the burglary that read:

*“Thanks for the free wine mate!
Cheers,
Robber Sallis”*

20. The handwritten note self-destructed immediately after James finished reading it out loud.
21. The Claimant now understands that “Robber Sallis” is the name of a notorious band of burglars with a reputation for breaking into maximum-security warehouses with the help of high-tech equipment.
22. Upon further inspection of the premises, James realised that the burglars had caused damage to the warehouse as well, including:
 - a. cutting a 1-meter radius hole in the South-side of the perimeter fence;
 - b. smashing the locks on door no. 6; and
 - c. breaking a window on the south-side of the warehouse.
23. James also found 2 crates, each containing 12 broken bottles of *Vino Magnifico*, lying on the grass outside the broken window on the South-side of the warehouse. It appears that the burglars had dropped these crates while passing them through the window.
24. At 3 p.m. on 24 October 2018, the Claimant (via James) submitted an insurance claim to the Respondent [**Claimant’s Exhibit 3**].
25. On 26 October 2018, one of the Respondent’s claims officers, Ms. Janice Chan (“**Janice**”), wrote back, stating:

“We regret to inform you that we do not have in our records, a signed copy of the policy that you have referred to. We are unable to process your claim as there is no such policy in force.”

[Claimant’s Exhibit 3]

26. James replied that afternoon:

“While there is no signed agreement, we understand from our correspondence with your Ms. Clara Tee that the Policy has been in force since 15 October 2018. Please see attached emails.”

[Claimant’s Exhibit 3]

27. However, on 1 November 2018, Janice responded to say as follows:

“We are sorry for the inconvenience this may cause you, but our hands are tied. After discussion with our legal team, we believe that since there is no signed agreement, we are not bound by the terms of the policy.”

[Claimant’s Exhibit 3]

28. In refusing to make payment on the Claimant’s claim, the Respondent is in breach of its obligations owed to the Claimant as agreed between the Parties.

V. Reliefs Sought

29. For the foregoing reasons, the Claimant requests that the Tribunal issues a final award granting the Claimant the following reliefs:

- a. A declaration that there is a valid and binding Policy for the Respondent to insure the Claimant’s wines stored at the Claimant’s warehouse up to a value of S\$6,000,000;
- b. An order that the Respondent pays the Claimant S\$6,000,000;
- c. Costs;
- d. Interest; and
- e. Such other reliefs as the Tribunal deems fit.

VI. Service of Notification of Arbitration

30. The Claimant confirms that a copy of this Notice of Arbitration and Statement of Claim and all accompanying documents has been served on the Respondent via e-mail on the date of this Notice of Arbitration and Statement of Claim.

VII. Nomination of Arbitrator

31. The Claimant nominates Mr. Joe Watanabe. Mr. Watanabe has consented to this nomination.

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Vini Fomo SpA

(Claimant)

And

Kiam Siap Insurance Pte Ltd

(Respondent)

RESPONSE TO NOTICE OF ARBITRATION AND STATEMENT OF DEFENCE

18 December 2018

Solicitors for the Respondent

RESPONSE TO NOTICE OF ARBITRATION AND STATEMENT OF DEFENCE

I. Introduction

1. This is the Respondent's Response ("**Response**") to the Claimant's Notice of Arbitration and Statement of Claim dated 4 December 2018.

II. Challenge to Jurisdiction

2. The Respondent submits that the Singapore International Arbitration is not competent to administer this arbitration and that any arbitral tribunal constituted in this arbitration does not have jurisdiction to hear the matters and claims referred to arbitration by the Claimant in its Notice of Arbitration and Statement of Claim.
3. For the reasons set out below, the Respondent denies that the Policy is valid and binding between the Parties. *A fortiori*, Clause 13 of the Policy (the purported arbitration clause on the basis of which the Claimant has submitted its Notice of Arbitration and Statement of Claim), is likewise not valid and binding between the Parties and there is therefore no agreement to arbitrate.

III. Denial of Claims and Reliefs sought

4. Strictly without prejudice to the Respondent's jurisdictional challenge, the Respondent denies all of the claims made by the Claimant in its Statement of Claim. The Respondent further denies that the Claimant is entitled to any of the reliefs sought in its Statement of Claim.

A. *The Policy is not binding on the Parties*

5. The Respondent denies that the Policy is valid and binding between the Parties.
6. As seen from the correspondence exhibited by the Claimant, the Parties were still in the midst of negotiating the terms of the Policy and had not reached agreement on all its material terms.
7. Moreover, the Policy has not been signed by either party.

B. *The Claimant has submitted a fraudulent claim*

8. Even if the Policy is binding on the Parties (which is denied), the Respondent is not liable to make payment as the Claimant has submitted a fraudulent claim.
9. Shortly after the Claimant submitted its claim, the Respondent conducted its own investigations into the incident. As it turned out, James (the Claimant's warehouse manager) was concerned that the Respondent would not believe that the wines had indeed been stolen because of the state-of-the art security systems in place. Moreover, the burglars were very careful in covering their tracks:
 - a. duplicate keys were used to enter the compound as opposed to breaking locks;
 - b. the CCTVs were disabled remotely;
 - c. the place was left in a neat manner; and
 - d. no evidence (for e.g. fingerprints) was left behind.

10. As a result, James ordered the warehouse staff to damage certain property to make it seem like a break-in had occurred. The false property damage is set out at paragraphs 22 and 23 of the Statement of Claim.
11. To make things worse, in submitting the insurance claim, James had provided a false statement to the effect that the above damage was caused by the burglars [**Respondent's Exhibit 1**].
12. All of this was done with the purpose of improving the Claimant's prospects of obtaining payment under the Policy. Accordingly, in line with the decision in *Versloot Dredging and another v HDI Gerling Industrie Versicherung AG and others; The DC Merwestone* [2016] 4 All ER 907, the Respondent is not liable to make payment on the Claimant's claim.

IV. Reliefs Sought

13. For the foregoing reasons, the Respondent requests that the Tribunal issues a final award on the following terms:
 - a. A declaration that the Policy is not valid and/or binding on the Parties;
 - b. A declaration that the Respondent is not liable to make payment of the sum of S\$6,000,000 to the Claimant in any event;
 - c. An order that the costs of this arbitration are to be paid by the Claimant;
 - d. An order that the legal costs incurred by the Respondent in this arbitration are to be paid by the Claimant.

V. Nomination of Arbitrator

14. The Respondent nominates Ms. Deborah Johnson. Ms. Johnson has consented to this nomination.

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Vini Fomo SpA

(Claimant)

And

Kiam Siap Insurance Pte Ltd

(Respondent)

AGREED BUNDLE OF EXHIBITS

8 January 2019

CLAIMANT'S EXHIBIT 1

(Excerpts from the Policy)

IMPORTANT NOTICE

1. The Corporation would like to remind the Applicant that the Applicant must disclose to the Corporation, fully and faithfully, the facts the Applicant know or ought to know. Otherwise, the Insured may not receive any benefit from this Policy.
2. The Applicant is to examine the Policy carefully to ensure that it meets with the Insured's requirements and has been prepared correctly.

WHEREAS Vini Fomo SpA ("**Applicant**"), by an Application which shall be the basis of this contract and is deemed to be incorporated herein, has applied to Kiam Siap Insurance Pte Ltd ("**Corporation**") for the insurance, and has paid or agreed to pay the Premium as consideration for such insurance;

WHEREAS the Corporation, in the event of liability, loss, damage, injury, cost or expense to the Insured Property happening during the Period of Insurance anywhere in the Geographical Area, agrees to provide insurance subject to the terms exclusions and conditions contained in the Policy;

NOW THEREFORE, the Applicant and the Corporation agree as follows:

1. Definitions

...

Insured Property – 15,000 bottles of wines to be shipped into and stored in a warehouse at 33 Tuas South Ave 6 Singapore 631234 beginning 15 October 2018;

Period of Insurance – 15 October 2018 until 14 October 2019 (both dates inclusive);

Premium – the premium charged by the Corporation in the amount of S\$95,000;

Sum Insured – up to S\$6,000,000;

...

2. Coverage

This policy provides cover for the following occurrences:

- (a) loss or damage to Insured Property due to theft, burglary and/or housebreaking;

...

9. Submission of Claims

All claims under this policy must be submitted to the Corporation within 21 days of the event giving rise to the claim.

...

11. Non-repudiation

The insurer shall not repudiate the policy on the basis of the insured person's failure to take all reasonable steps and precautions to prevent accidents or losses to the property insured.

12. Governing Law

This Agreement is governed by the laws of Singapore without reference to its conflicts of laws.

13. Dispute Resolution

Any dispute arising out of or in connection with this Policy, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 3 arbitrators. The language of the arbitration shall be English.

...

CLAIMANT'S EXHIBIT 2

From: Clara Tee <clara.tee@kiamsiap.com>
Sent: Monday, 1 October 2018 4:51PM
To: Antonio Russo <bestwinery@vinifomo.com>
Subject: Your Insurance Policy

Hi Antonio,

The premium payable remains the same. We look forward to receiving the executed policy for our records.

Hope this will be the beginning of a long and fruitful relationship.

Yours sincerely,
Clara Tee
Vice President (Sales)
Kiam Siap Insurance Pte Ltd

From: Antonio Russo <bestwinery@vinifomo.com>
Sent: Sunday, 30 September 2018 3:26AM
To: Clara Tee <clara.tee@kiamsiap.com>
Subject: Your Insurance Policy

Dear Clara,

Just wanted to update you – we will only be receiving 12,000 bottles of wine. So we will only need insurance for 12,000 bottles but we would like to keep the sum insured the same.

Since the sum insured is the same, I think there is no need to amend the policy and we can proceed on the basis of the same policy unless this changes the premium payable? Glad that our precious wines are protected!

Thanks.

Cheers,
Antonio Russo
Director
Vini Fomo SpA

From: Clara Tee <clara.tee@kiamsiap.com>
Sent: Thursday, 27 September 2018 12:51PM
To: Antonio Russo <bestwinery@vinifomo.com>
Subject: Your Insurance Policy
Attachment: Draft Policy.pdf

Thank you, Antonio.

Please do not hesitate to contact me at this email if you have further queries.

Yours sincerely,
Clara Tee
Vice President (Sales)
Kiam Siap Insurance Pte Ltd

From: Antonio Russo <bestwinery@vinifomo.com>
Sent: Thursday, 27 September 2018 7:16AM
To: Clara Tee <clara.tee@kiamsiap.com>
Subject: Your Insurance Policy

OK, I will send over the executed draft as soon as possible. I am so happy to have this in place before the bottles come in!

Cheers,
Antonio Russo
Director
Vini Fomo SpA

From: Clara Tee <clara.tee@kiamsiap.com>
Sent: Thursday, 13 September 2018 12:51PM
To: Antonio Russo <bestwinery@vinifomo.com>
Subject: Your Insurance Policy
Attachment: Draft Policy.pdf

Dear Antonio,

I am glad to hear that. You have made a right choice in insuring with us.

As to the annual premium payable, the figure quoted in the draft policy, i.e. \$100,000, has already included a 20% discount as agreed. However, we are willing to reduce the price further to \$95,000.

If this is ok for you, please could you send us a signed copy of the attached insurance policy and we will process it internally.

Yours sincerely,
Clara Tee
Vice President (Sales)
Kiam Siap Insurance Pte Ltd

From: Antonio Russo <bestwinery@vinifomo.com>
Sent: Wednesday, 12 September 2018 4:16PM
To: Clara Tee <clara.tee@kiamsiap.com>
Subject: Your Insurance Policy

Hi Clara,

I think that I am generally okay with the terms of the draft policy, but I think the premium payable is still a little bit on the high side.

Could you see if you could offer a discount for us?

Cheers,
Antonio Russo
Director
Vini Fomo SpA

From: Clara Tee <clara.tee@kiamsiap.com>
Sent: Wednesday, 5 September 2018 8:53PM
To: Antonio Russo <bestwinery@vinifomo.com>
Subject: Your Insurance Policy

Dear Antonio,

Given the sum insured and the risks involved, the annual premium payable is \$100,000.

I attached the draft policy which contains the terms on policy coverage. Please review it and let me know if you have any issues.

Yours sincerely,
Clara Tee
Vice President (Sales)
Kiam Siap Insurance Pte Ltd

From: Clara Tee <clara.tee@kiamsiap.com>
Sent: Monday, 3 September 2018 12:51PM
To: Antonio Russo <bestwinery@vinifomo.com>
Subject: Your Insurance Policy

Dear Antonio,

Certainly. Not an issue at all. Let me discuss it internally and see what we can offer you.

Yours sincerely,
Clara Tee
Vice President (Sales)
Kiam Siap Insurance Pte Ltd

From: Antonio Russo <bestwinery@vinifomo.com>
Sent: Friday, 31 August 2018 9:26AM
To: Clara Tee <clara.tee@kiamsiap.com>
Subject: Your Insurance Policy
Attachment: Quote Form.pdf

Hi Clara,

I've filled up the form as requested. The value of the wine is S\$6,000,000. They are very expensive so I would require a comprehensive plan from you.

Please let me know the premium payable.

Cheers,
Antonio Russo
Director
Vini Fomo SpA

From: Antonio Russo <bestwinery@vinifomo.com>
Sent: Monday, 27 August 2018 7:52PM
To: Clara Tee <clara.tee@kiamsiap.com>
Subject: Your Insurance Policy

Hi Clara,

Sorry for my lack of response for the past two weeks. I have been extremely busy lately. I will review the form immediately.

Cheers,
Antonio Russo
Director
Vini Fomo SpA

From: Clara Tee <clara.tee@kiamsiap.com>
Sent: Thursday, 23 August 2018 3:40PM
To: Antonio Russo <bestwinery@vinifomo.com>
Subject: Your Insurance Policy

Dear Antonio,

It has been a while since I last heard from you. Please let me know if you have any issues in relation to the form.

Yours sincerely,
Clara Tee
Vice President (Sales)
Kiam Siap Insurance Pte Ltd

From: Clara Tee <clara.tee@kiamsiap.com>
Sent: Wednesday, 15 August 2018 10:35AM
To: Antonio Russo <bestwinery@vinifomo.com>
Subject: Your Insurance Policy
Attachment: Quote Form.pdf

Dear Antonio,

It was a pleasure to meet you!

Please find attached the quotation form. Please fill this up and indicate the value of the wines so that we can quote you the appropriate premium.

Thanks.

Yours sincerely,
Clara Tee
Vice President (Sales)
Kiam Siap Insurance Pte Ltd

CLAIMANT'S EXHIBIT 3

From: Janice Chan <janice.chan@kiamsiap.com>
Sent: Thursday, 1 November 2018 4:10PM
To: James Wong <j.wong@vinisquisiti.com>
Subject: Claim Form

Dear James,

We understand your frustration, but our hands are tied. We believe that since there is no signed agreement, we are not bound by the terms of the policy.

Yours sincerely,
Janice Chan
Claims Officer
Kiam Siap Insurance Pte Ltd

From: James Wong <j.wong@vinisquisiti.com>
Sent: Friday, 26 October 2018 3:30PM
To: Janice Chan <janice.chan@kiamsiap.com>
Subject: Claim Form
Attachment: Emails.msg

Hi,

While there is no signed agreement, we understand from our correspondence with your Ms. Clara Tee that the Policy is binding and effective. Please see attached emails.

Yours sincerely,
James Wong
Warehouse Manager
Vini Squisiti SpA

From: Janice Chan <janice.chan@kiamsiap.com>
Sent: Friday, 26 October 2018 3:00PM
To: James Wong <j.wong@vinifomo.com>
Subject: Claim Form

Dear James,

We regret to inform you that we do not have in our records, a signed copy of the policy that you have referred to. We are unable to process your claim as there is no such policy in force.

Yours sincerely,
Janice Chan
Claims Officer

Kiam Siap Insurance Pte Ltd

From: James Wong <j.wong@vinifomo.com>
Sent: Wednesday, 24 October 2018 3:00PM
To: claims@kiamsiap.com
Subject: Claim Form
Attachment: Claim Form.pdf

Dear Sirs,

Our warehouse just got broken in two days ago. The burglars stole 216 bottles of our most expensive Tuscan wines, and broke another 24 bottles in the process. We now write to make a claim on our insurance policy (Policy No. 20180831) dated 31 August 2018 for the 240 bottles of wine that had been stolen and/or damaged.

Please find attached our claim form for our insurance policy.

Yours sincerely,
James Wong
Warehouse Manager
Vini Fomo SpA

RESPONDENT'S EXHIBIT 1

Claim on Policy No. 20180831 – Statement by James Wong

1. I am the warehouse manager of Vini Fomo SpA (“**Vini Fomo**”), the policy holder of Policy No. 20180831. I am writing this statement in support of Vini Fomo’s claim dated 24 October 2018.

2. I was employed by Vini Fomo on 1 July 2018 to manage the Tuas warehouse that was completed on 24 July 2018.

3. The very first shipment of wines arrived in Singapore on 15 October 2018. Since then, I have been making my routine morning walk around the warehouse at 7 a.m. every day to ensure that the place is in order.

4. On 22 October 2018, I arrived at the warehouse at 6.45 a.m. After putting down my belongings in the office, I began my routine walk. As usual, I started my rounds in the Sicilian wine section. Everything appeared to be in order.

5. However, when I got to the Tuscan wines section, I noticed that the stacks of crates there appeared unusually low. I recalled that the topmost crates used to block the window close to the ceiling.

6. I immediately pulled up the inventory list on my iPad and did a count of the crates in the Tuscan section. To my surprise, I discovered that 20 crates of *Vino Magnifico* had mysteriously gone missing.

7. I could not believe my eyes and did another 2 recounts – both of which yielded the same result.
8. As I was turned to walk towards my office, I noticed a peculiar piece of paper lying on the ground. It appeared to have some scribbling on it. I picked up the paper and read the contents out loud. It said:

*“Thanks for the free wine mate!
Cheers,
Robber Sallis”*
9. The paper went up in flames right after I finished reading it out loud.
10. As I realised that a break-in had occurred, I quickly walked around the compound to see if anything else appeared amiss. It was then I realised that the burglars had also cut a hole in the South-side of the perimeter fence, smashed the locks on door no. 6 and broke a window on the South-side of the warehouse.
11. Further, I found 2 crates, each containing 12 broken bottles of *Vino Magnifico*, lying on the grass outside the broken window.
12. I called the police later that evening to report the burglary. After consulting with the senior management of Vino Fomo on 23 October 2018, I was instructed to submit this claim.

RESPONDENT'S EXHIBIT 2

WhatsApp Conversation between Antonio Russo and Clara Tee:

Antonio Russo	Clara Tee
5 October, 2018	
	Hi Valued Partner of Kiam Siap, Just checking on where we left off ☺ Please let us know whether the draft policy has been signed. We are happy to address if you have any further concerns.
Hello Clara – great to hear from you. Sorry for the late response. We were just looking at some of the other terms of the policy. Can we extend the claim period under Clause 9 to 28 days instead? 21 days seems a bit rushed!	
	No worries Antonio, just thought that you forgot all about it! This is a standard term of our company's policies, but let me see what I can do about it. I am rather busy at the moment, but will be happy to discuss this over the phone!
8 October, 2018	
Thank you, I will try to schedule a time for that. The rest of the terms are ok!	
	Wonderful – perhaps let's set up a time sometime this week for a call?
I will check my diary and let you know what time is best.	
9 October, 2018	
	Okay, I will await your confirmation.

PROCEDURAL ORDER NO. 1

1. Pursuant to Rule 19.5 of the SIAC Rules 2016, the full Tribunal has authorised me as the presiding arbitrator to make and issue rulings on the procedure and conduct of the arbitration.
2. On 10 January 2019, counsel for the Parties and I had a conference call to discuss the procedure and conduct of this arbitration.
3. After hearing counsel for the Parties, I directed that an oral hearing be held on **15 February 2019** at which the Tribunal will first hear arguments on the following issues:
 - a. Whether the Policy is valid and binding on the Parties as a matter of contract law; and
 - b. Assuming that the Policy is valid and binding on the Parties and assuming that the Respondent establishes the matters set out at paragraphs 10 and 11 of its Response, whether the Respondent is liable to make payment under the Policy in light of the nature and circumstances of the Claimant's claim.
4. The Tribunal will determine all other issues, including the Respondent's jurisdictional challenge, the quantum of payment to be paid by the Respondent to the Claimant (if any), interest, and costs at a later date.
5. Parties are to submit their written submissions on the issues set out at paragraph 3 above by 8 February 2019, 6 p.m. via email to **wongpicam@nusmooting.com**. The oral hearing for these issues will be held on **15 February 2019** from 6.30 p.m. onwards at the

offices of WongPartnership LLP. The Tribunal shall issue further procedural orders thereafter.

6. Parties should not raise any issues other than those set out at paragraph 3 above in their written submissions or at the oral hearing. Finally, I wish to express my appreciation to parties for preparing an agreed bundle of their exhibits for the Tribunal's ease of reference.

Harry Guy

Harry Guy
14 January 2019

**WATANABE &
PARTNERS LLP**

Watanabe & Partners LLP
14 Okonomiyaki Boulevard
#32-00 Shinjuku Tower
Tokyo 160-0022

Via Fax & Post

Date: 6 January 2019

Singapore International Arbitration Centre
32 Maxwell Road
#02-01
Maxwell Chambers
Singapore 069115

Dear Sirs

SIAC ARBITRATION NO. 369 OF 2018

1. We refer to the above captioned matter.
2. I am the arbitrator nominated by the Claimant in this matter. I write on behalf of myself and Ms. Deborah Johnson, the arbitrator nominated by the Respondent.
3. Ms. Johnson and I jointly nominate Mr. Harry Guy of Rock Chambers LLC as the third and presiding arbitrator.

Yours faithfully,

Joe Watanabe

Joe Watanabe

- cc. (1) Ms. Deborah Johnson (via Email only)
- (2) Mr. Harry Guy (via Email only)