

English Choice of Law and Jurisdiction Endorsement Insurance Act 2015 – Contracting Out

It is hereby agreed, by the parties hereto, that this Insuring Agreement shall be subject to the exclusive jurisdiction of the English Courts and to English Law and Practice.

Neither this Insuring Agreement nor any document issued pursuant to this policy shall confer any benefits on any third parties. No third party may enforce any term of this policy or of any provision contained in any document issued under this policy. The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this policy including any other document issued pursuant thereto.

Section 11 of the Insuring Agreement is hereby deleted.

Furthermore, unless specifically agreed by Insurers in writing the following provisions of the Insurance Act 2015 are excluded.

Insurance Act 2015 – Contracting Out of Section 8 and Schedule 1 – Duty of Fair Presentation

Section 8 and Schedule 1 of the Insurance Act 2015 are excluded in their entirety from this Insuring Agreement.

If the duty of fair presentation is breached by You and We can evidence that had We known about the breach We would not have written the policy at all, or would have written the policy on different terms, We can refuse all claims, void the policy from inception and the premium paid will be refunded.

Insurance Act 2015 – Contracting Out of Section 10 – All Warranties

Section 10 of the Insurance Act 2015 is excluded and shall not apply to any warranty in this Insuring Agreement.

All warranties must be strictly complied with and where a warranty is breached, our liability under this Insuring Agreement ends from the time of the breach of warranty and is not reinstated regardless of whether the breach is subsequently remedied.

Insurance Act 2015 – Contracting Out of Section 11 – Non Compliance with any Term

Section 11 of the Insurance Act 2015 is excluded.

If any term contained in this Insuring Agreement tends to reduce the risk of a loss of any type, such term must be strictly complied with and if it is not complied with, We may rely on your non-compliance to exclude, limit or discharge our liability, even in the event that non-compliance with the term could not have increased the risk of the loss which occurred.

Insurance Act 2015 - Contracting Out of Section 13A - Late Payments of Claims

Section 13A of the Insurance Act 2015 is excluded and shall not apply this Insuring Agreement.

We will pay any sums due in respect of a valid claim within a reasonable time, but we will not be liable to you in damages in the event of our breach, provided that our breach was not deliberate or reckless.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.

CSR/ECLC/19-1