

Clause 1. Law and Jurisdiction

- 1.1. The rules and any contract of insurance between the Company and any insured party are governed by and construed in accordance with English law. In particular, they are subject to and incorporate the Marine Insurance Act 1906, the Insurance Act 2015 and any statutory modifications thereto unless such Acts or modifications may have been excluded by the rules or by any term of such contract.
- 1.2. Any disputes arising out of this Policy of Insurance shall be subject to the exclusive jurisdiction of the High Court of Justice in England.
- 1.3. The following provisions of the Insurance Act 2015 are excluded from the rules and any contract of insurance as follows:
 - 1.3.1. **Section 8 of the Act is excluded.**

As a result, any breach of the duty of fair presentation shall entitle the Company to avoid the policy, regardless of whether the breach of the duty of fair presentation is innocent, deliberate or reckless.
 - 1.3.2. **Section 10 of the Act is excluded.**

As a result, all warranties in the terms and conditions or any contracts of insurance must be strictly complied with and if the Assured and any insured party fails to comply with any warranty the Company shall be discharged from liability from the date of the breach, regardless of whether the breach is subsequently remedied.
 - 1.3.3. **Section 11 of the Act is excluded.**

As a result, the terms and conditions and all terms of the contracts of insurance between the Company and the Assured and any insured party, including terms which tend to reduce the risk of loss of a particular kind, loss at a particular location and/or loss at a particular time, must be strictly complied with and if the Assured and any insured party fails to comply with any such term, the Company's liability may be excluded, limited or discharged in accordance with these terms and conditions notwithstanding that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.
 - 1.3.4. **Section 13 of the Act is excluded.**

As a result, the Company shall be entitled to exercise its right to terminate the contracts of insurance in respect of the Assured and all insured parties in the event that a fraudulent claim is submitted by or on behalf of the Assured and/or any insured party and/or any affiliated or associated company of the Assured
 - 1.3.5. **Section 13A of the Act is excluded.**

As a result, the Rules and all contracts between the Company and the Assured and any Assured shall not be subject to nor shall the Company be in breach of any implied term that it will pay any sums due in respect of any claim within a reasonable time save

where the breach is deliberate or reckless and Section 13A of the Act is excluded to this extent.

1.3.6. Section 14 of the Act is excluded.

As a result, the contracts of insurance between the Company, the Assured and any insured party shall be deemed to be contracts of the utmost good faith, and any breach of the duty of the utmost good faith shall entitle the Company to avoid the contract of insurance.

- 1.4. The Insurance provided by the Company shall not nor is intended to confer any right or benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 or any similar provision, enactment or principle of law contained in the laws of any State which purports to do so

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