

Z007 – EU Contract Continuity Clause

The following is added to the General Conditions

EU Contract Continuity Clause

- 1) Subject to paragraph 2) below, the occurrence of an event associated with membership of the European Union or economic or monetary union in the European Union shall not alone have the effect of:
 - i) terminating; or
 - ii) altering or invalidating any term of or discharging or excusing performance under; or
 - iii) giving any party a unilateral right to alter or terminate,this Policy.

- 2) If, as a consequence of an event associated with membership of the European Union or economic or monetary union in the European Union, the Company is no longer permitted by applicable law or regulation to perform any part of this Policy:
 - i) where possible, any terms of this Policy which conflict with applicable laws or regulations are to be amended to conform to the minimum requirements of such laws or regulations;
 - ii) if, however, such amendment(s) does not result in the terms of the Policy no longer being in conflict with applicable laws or regulations such that the Company can perform the terms of the Policy following such amendment(s), and the performance of the part of the Policy which conflicts with applicable laws or regulations would put the Company in such breach, the Policy shall be automatically terminated with effect from the date that the Company is no longer permitted to perform this policy. Within fourteen (14) days of such termination the Company shall return, to the extent permitted by law and regulation, any paid but unearned premium, which shall be calculated on a pro rata basis for the time on risk, unless any claim has been notified under this Policy at or prior to the time and date of termination, at which point the premium shall be deemed to be fully earned and no return premium shall be due unless agreed with the Company

For the purposes of this clause, an “event associated with the membership of the European Union or economic or monetary union in the European union” includes, without limitation, each (and any combination) of the following events:

- i) the withdrawal from the European Union by any one or more members of the European Union (Member States); or
- ii) the withdrawal from legal tender of the Euro; or
- iii) the withdrawal from the Euro by one or more Member State(s); or

- iv) the replacement of the Euro by any alternative single or unified currency by two or more Member States (whether or not they remain members of the European Union) or the introduction of a new currency by a Member State (whether or not it remains a member of the European Union).

All of the Policy Conditions Exclusions limitations and terms of the Policy shall otherwise continue to apply to this the Policy and this endorsement.