

Sanctions and Embargo Clause

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to a Reinsurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Reinsured is or would be unlawful because it breaches an embargo or sanction, that Reinsurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Reinsured or make any payment of defence costs or provide any form of security on behalf of the Reinsured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for a Reinsurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Reinsurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of a Reinsurer to provide coverage as specified in paragraph 1, then both the Reinsured and the Reinsurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Reinsurer a minimum of 30 days notice in writing be given.
In the event of cancellation by either the Reinsured or the Reinsurer, the Reinsurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Reinsurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Reinsurer shall be effective even though the Reinsurer makes no payment or tender of return premium.

AVN 111(R) 28.4.11

(For Reinsurance Risks)

In common with all AICG produced AVN Clauses, this Clause is published by AICG, but it is expressly non-binding and AICG makes no recommendation as to its use in particular policies. Insurers are of course free to offer different policy wordings and clauses to their policy holders.