

SCHEDULE 1

Regulation 2(4)

SCHEDULE TO BE INSERTED AS SCHEDULE 3FA TO
THE CIVIL JURISDICTION AND JUDGMENTS ACT 1982

“SCHEDULE 3FA

Section 3D(3)(b)

DECLARATIONS MADE BY THE UNITED KINGDOM
IN RELATION TO THE 2005 HAGUE CONVENTION

DECLARATIONS CONCERNING INSURANCE CONTRACTS

The United Kingdom of Great Britain and Northern Ireland declares, in accordance with Article 21 of the Convention, that it will not apply the Convention to insurance contracts, except as provided for in paragraph 1 below:

1. The United Kingdom of Great Britain and Northern Ireland will apply the Convention to insurance contracts in the following cases:

- (a) where the contract is a reinsurance contract;
- (b) where the choice of court agreement is entered into after the dispute has arisen;
- (c) where, without prejudice to Article 1(2) of the Convention, the choice of court agreement is concluded between a policyholder and an insurer, both of whom are, at the time of the conclusion of the contract of insurance, domiciled or habitually resident in the same Contracting State, and that agreement has the effect of conferring jurisdiction on the courts of that State, even if the harmful event were to occur abroad, provided that such an agreement is not contrary to the law of that State;
- (d) where the choice of court agreement relates to a contract of insurance which covers one or more of the following risks considered to be large risks:
 - (i) any loss or damage arising from perils which relate to their use for commercial purposes, of, or to:
 - (a) seagoing ships, installations situated offshore or on the high seas or river, canal and lake vessels;
 - (b) aircraft;
 - (c) railway rolling stock;
 - (ii) any loss of or damage to goods in transit or baggage other than passengers' baggage, irrespective of the form of transport;
 - (iii) any liability, other than for bodily injury to passengers or loss of or damage to their baggage, arising out of the use or operation of:
 - (a) ships, installations or vessels as referred to in point (i)(a);
 - (b) aircraft, in so far as the law of the Contracting State in which such aircraft are registered does not prohibit choice of court agreements regarding the insurance of such risks;
 - (c) railway rolling stock;
 - (iv) any liability, other than for bodily injury to passengers or loss of or damage to their baggage, for loss or damage caused by goods in transit or baggage as referred to in point (ii);

- (v) any financial loss connected with the use or operation of ships, installations, vessels, aircraft or railway rolling stock as referred to in point (i), in particular loss of freight or charter-hire;
- (vi) any risk or interest connected with any of the risks referred to in points (i) to (v);
- (vii) any credit risk or suretyship risk where the policy holder is engaged professionally in an industrial or commercial activity or in one of the liberal professions and the risk relates to such activity;
- (viii) any other risks where the policy holder carries on a business of a size which exceeds the limits of at least two of the following criteria:
 - (a) a balance-sheet total of EUR 6,2 million;
 - (b) a net turnover of EUR 12,8 million;
 - (c) an average number of 250 employees during the financial year.

2. The United Kingdom of Great Britain and Northern Ireland declares that it may, at a later stage in the light of the experience acquired in the application of the Convention, reassess the need to maintain its declaration under Article 21 of the Convention.”