

Regulation (EC) No 593/2008 of the European Parliament and of the Council  
of 17 June 2008 on the law applicable to contractual obligations (Rome I)

CHAPTER II

UNIFORM RULES

*Article 7*

**Insurance contracts**

1 This Article shall apply to contracts referred to in paragraph 2, whether or not the risk covered is situated in a [F<sup>1</sup>relevant state], and to all other insurance contracts covering risks situated inside the territory of the [F<sup>2</sup>relevant states]. It shall not apply to reinsurance contracts.

2 An insurance contract covering a large risk as defined in [F<sup>3</sup>Article 13(27) of Directive 2009/138/EU] shall be governed by the law chosen by the parties in accordance with Article 3 of this Regulation.

To the extent that the applicable law has not been chosen by the parties, the insurance contract shall be governed by the law of the country where the insurer has his habitual residence. Where it is clear from all the circumstances of the case that the contract is manifestly more closely connected with another country, the law of that other country shall apply.

3 In the case of an insurance contract other than a contract falling within paragraph 2, only the following laws may be chosen by the parties in accordance with Article 3:

- a the law of any [F<sup>4</sup>relevant state] where the risk is situated at the time of conclusion of the contract;
- b the law of the country where the policy holder has his habitual residence;
- c in the case of life assurance, the law of the [F<sup>4</sup>relevant state] of which the policy holder is a national;
- d for insurance contracts covering risks limited to events occurring in one [F<sup>4</sup>relevant state] other than the [F<sup>4</sup>relevant state] where the risk is situated, the law of that [F<sup>4</sup>relevant state];
- e where the policy holder of a contract falling under this paragraph pursues a commercial or industrial activity or a liberal profession and the insurance contract covers two or more risks which relate to those activities and are situated in different [F<sup>5</sup>relevant states], the law of any of the [F<sup>5</sup>relevant states] concerned or the law of the country of habitual residence of the policy holder.

Where, in the cases set out in points (a), (b) or (e), the [F<sup>5</sup>relevant states] referred to grant greater freedom of choice of the law applicable to the insurance contract, the parties may take advantage of that freedom.

To the extent that the law applicable has not been chosen by the parties in accordance with this paragraph, such a contract shall be governed by the law of the [F<sup>4</sup>relevant state] in which the risk is situated at the time of conclusion of the contract.

4 The following additional [F<sup>6</sup>rule] shall apply to insurance contracts covering risks for which a [F<sup>7</sup>relevant state] imposes an obligation to take out insurance:

*Changes to legislation: There are currently no known outstanding effects for the Regulation (EC) No 593/2008 of the European Parliament and of the Council, Article 7. (See end of Document for details)*

- a the insurance contract shall not satisfy the obligation to take out insurance unless it complies with the specific provisions relating to that insurance laid down by the [F7relevant state] that imposes the obligation. Where the law of the [F7relevant state] in which the risk is situated and the law of the [F7relevant state] imposing the obligation to take out insurance contradict each other, the latter shall prevail;

F8b .....

5 For the purposes of paragraph 3, third subparagraph, and paragraph 4, where the contract covers risks situated in more than one [F9relevant state], the contract shall be considered as constituting several contracts each relating to only one [F9relevant state].

6 For the purposes of this Article, the country in which the risk is situated shall be determined in accordance with [F10Article 13(13) of Directive 2009/138/EU] and, in the case of life assurance, the country in which the risk is situated shall be the country of the commitment within the meaning of [F11Article 13(14) of Directive 2009/138/EU].

#### Textual Amendments

- F1** Words in Art. 7(1) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(a\)\(i\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F2** Words in Art. 7(1) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(a\)\(ii\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F3** Words in Art. 7(2) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(b\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F4** Words in Art. 7(3) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(c\)\(i\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F5** Words in Art. 7(3) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(c\)\(ii\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F6** Word in Art. 7(4) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(d\)\(i\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F7** Words in Art. 7(4) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(d\)\(ii\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F8** Art. 7(4)(b) omitted (31.12.2020) by virtue of [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(d\)\(iii\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F9** Words in Art. 7(5) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(e\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F10** Words in Art. 7(6) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(f\)\(i\)](#); 2020 c. 1, Sch. 5 para. 1(1)
- F11** Words in Art. 7(6) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, [10\(7\)\(f\)\(ii\)](#); 2020 c. 1, Sch. 5 para. 1(1)

**Changes to legislation:**

There are currently no known outstanding effects for the Regulation (EC) No 593/2008 of the European Parliament and of the Council, Article 7.