HOUSE OF REGNAVANT · CLAIMS & CUSTODY

THE VERDICT

TWO REGULATIONS · FOUR ROUTES · ONE STRUCTURAL TEST

CREST

THEIR STRONGEST GROUND, CONCEDED FIRST

Article 13 requires the provider to state the limitations, the oversight measures, and the maintenance cadence. **A documented licence is not structurally incapable of oversight. Conceded, without qualification.** It is also the whole of it: Article 13 gives information, never capability. Reg. (EU) 2024/1689, Arts. 13(3)(b)(d)(e), 14(3)

THE DUTY THE LAW PUTS ON YOU

Automatic logging across the system's lifetime. **Retention sits with the deployer — whoever built the model.** Claims triage, underwriting and fraud detection are named. €15,000,000 or 3% of worldwide turnover.

Reg. (EU) 2024/1689, Arts. 12, 26, 99(4)(e), Annex III · binds 2 December 2027

AND A SECOND, SEPARATE EXPOSURE

Exploited vulnerabilities reported from 11 September 2026, reaching products already sold. From 11 December 2027, **a machine-readable bill of materials current with what ships**, plus updates across the product's lifetime. €15,000,000 or 2.5% of global turnover.

Reg. (EU) 2024/2847, Arts. 14, 71

THE FOUR ROUTES	WHAT EACH ONE IS	SOURCE IN YOUR HANDS?	BILL OF MATERIALS ON DEMAND?	FIX IT ON YOUR DATE?	SURVIVES THE SELLER?
Licensed	You rent the right to use software another party owns and updates. Renewed on their terms, repriced on their schedule.	**No** Nothing is delivered to read.	**No** They compile it, from what they choose to disclose.	**No** Your date is fixed. Their roadmap is not.	**No** Continuity is a contract term, not a capability.
Bought, with escrow	You buy the product. The source sits with a third party, released only if the seller fails.	**No** Not until a trigger event, if ever.	**No** A deposit is a frozen snapshot, not what ships.	**No** Nothing releases while the seller is solvent.	**Rarely** Roughly 80% of deposits lack the materials to rebuild.
Built by a firm	You commission and fund a custom build. The firm keeps what it built and licenses it back.	**No** You funded it. They hold it.	**No** They produce it, on their cadence.	**No** Their calendar, your deadline.	**No** The dependency was created, not removed.
Conveyed	**The company holding it transfers to you whole, by membership interest. Readable source ships with it. Nothing retained, nothing recurring, nothing owed after.**	**Yes** In your engineers' hands day one.	**Yes** Generated from source you hold, whenever asked.	**Yes** Your engineers, your schedule, no permission.	**Yes** No seller left in the chain to survive.

HELD

What has always been true now points at you.

The fine is yours. The code is theirs. The laws are set. The choice — as always — is yours.

This does not make licensing unlawful and compels no purchase. It establishes where the exposure sits, and which arrangements leave it dependent. These are EU instruments; they bind a US carrier through EU operations, syndicate participation, reinsurance, or products placed on that market. Where that exposure is absent the direct obligation is absent — the platform vendors remain in scope, which makes their calendar a dependency regardless.