Operational All Risks – Wind Power Material Damage Section

Section Definitions

Ancillary Equipment and Housings
Electrical or mechanical control distribution monitoring and power storage equipment solely for use with Wind Turbines including
a  batteries
b  transformers and inverters
c  switchgear and distribution wiring
d  sensors and remote weather and/or condition monitoring equipment
e  direct heating installations
f  weatherproof housings
g  power cables from generator to grid connection
h  CCTV.

Breakdown
The actual breaking distortion or burning out of any part of the Property insured while in use arising from mechanical or electrical defects in the Property insured causing sudden stoppage which necessitates repair or replacement before it can resume normal working.

Civils
Structures shown in the Schedule solely for use with Wind Turbines including
a  foundations
b  small buildings annexes gangways conveniences and other structures
c  roads car parks yards paved areas pavements and footpaths.

Damage/Damaged
Physical loss destruction or Breakdown of or physical damage to Property insured.

Declared Value
The assessment by the Insured of the cost of reinstatement of Property insured arrived at in accordance with paragraph 1Ai of the Basis of Settlement at the level of costs applying at inception of the Period of Insurance (ignoring inflationary factors which may subsequently operate) together with to the extent that cover provides due allowance for
a  any additional cost of reinstatement to comply with Public Authorities regulations bye-laws or stipulations
b  professional fees
c  removal of debris costs.
Plant and Machinery

Wind Turbines described in the Schedule.

Premises

The address or addresses shown in the Schedule including their grounds all within the boundaries for which the Insured are responsible and being unless more specifically described in the Schedule where the Property insured is situated.

Property

Plant and Machinery Ancillary Equipment and Housings and Civils shown and/or described in the Schedule belonging to the Insured or held in trust by the Insured and for which the Insured are responsible.

Specified Events

Fire lightning explosion aircraft or other aerial devices or articles dropped from them riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Wind Turbines

Wind generators and their integral mechanical or electrical controls transformers protective devices housing nacelles turbine blades and including mountings and mounting towers.
Cover
The Insurer will pay the Insured for Damage to Property insured at the Premises shown in the Schedule within the United Kingdom during the Period of Insurance.
Basis of Settlement

The Insurer will pay the Insured the value of the Property insured at the time of its loss or destruction or the amount of the Damage or at the Insurer’s option will reinstate or replace such Property or any part of such Property.

The most the Insurer will pay for any one claim is

A  the Total Sum Insured or for each item its individual Sum Insured or any other limit of liability in this Section whichever is the less at the time of Damage

B  the amount of the Sum Insured or limit of liability remaining after deduction for any other Damage occurring during the same Period of Insurance unless the Insurer agrees to reinstate any such Sum Insured or limit of liability.

Irrespective of the number of insured parties the total liability of the Insurer to all of the insured parties collectively in respect of the cover insured by this Section shall not exceed the Total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

Any payment or payments by the Insurer to any one or more insured party shall reduce to the extent of that payment the liability of the Insurer to all parties arising from any one event giving rise to a claim under this Section.

The Sums Insured or limits of liability shall not be reduced by the amount of any claim following Damage as insured under this Section provided that

a  the Insurer does not give written notice to the contrary within thirty (30) days of the notification of any Damage

b  the Insured pays the appropriate additional premium on the amount of the claim from the date of the Damage to the expiry of the Period of Insurance

c  the Insured agrees to comply with any recommendations or measures the Insurer may require to reduce the risk of Damage.
Basis of Settlement Adjustments

In calculating the most the Insurer will pay for any one claim adjustments shall be made in accordance with the following clauses.

1 Reinstatement (Day One Basis)

A Subject to the Special Conditions set out below the basis on which the amount payable for Property insured for which a Declared Value is specified in the Schedule is to be calculated will be the reinstatement of the Property lost destroyed or Damaged.

For this purpose “reinstatement” means

i the rebuilding or replacement of Property lost or destroyed which provided the Insurer's liability is not increased may be carried out
   a in any manner suitable to the requirements of the Insured
   b on another site

ii the repair or restoration of Property Damaged

in either case to a condition equivalent to or substantially the same as but no better or more extensive than its condition when new.

B The Declared Value (shown in brackets below the Sum Insured) having been stated in writing by the Insured has been used to calculate the premium.

Special Conditions

1 At inception of each Period of Insurance the Insured shall notify the Insurer of the Declared Value of Property insured. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the new Period of Insurance.

2 If at the time of Damage the Declared Value of the Property is less than the cost of reinstatement (as defined in paragraph A i above) at inception of the Period of Insurance the amount payable by the Insurer will be proportionately reduced.

3 The Insurer's liability for the repair or restoration of Property Damaged in part only shall not exceed the amount which would have been payable if such Property had been wholly destroyed.

4 No payment beyond the amount the Insurer would have paid in the absence of this clause will be made
   a unless reinstatement commences and proceeds without unreasonable delay
   b until the cost of reinstatement has actually been incurred
   c where Property insured at the time of Damage is covered by any other insurance effected by the Insured or on behalf of the Insured which is not on the same basis of reinstatement.

5 All the terms and conditions of this Section and the Policy shall apply
   a to any claim payable under the provisions of this clause other than where they are expressly varied by the terms of this clause
   b where claims are payable as if this clause had not been incorporated except that sums insured will be limited to 115% of Declared Values.
2 Average (Underinsurance)

The Sums Insured by any items of Property insured subject to the Reinstatement (Day One Basis) clause are declared to be separately subject to Average as described in Special Condition 2 of such clause.

3 Seventy Two (72) Hours Clause

Damage occurring within seventy two (72) consecutive hours of and arising from the Specified Events of storm or flood is deemed to be one claim.

The Insured have the right to select the moment from which the seventy two (72) hour period shall be deemed to have commenced within the terms of this Section provided that such Damage occurred prior to expiry of the Period of Insurance.

4 Series Loss

In the event of Damage resulting from faulty or defective design materials or workmanship arising out of the same cause to Plant and Machinery of the same type or design the Insurer's liability for such loss shall be

a 100% of the first, second and third losses
b 75% of the fourth loss
c 50% of the fifth loss
d 0% of the sixth and any subsequent loss.
5 European Union and Public Authorities Regulations

This Section extends to cover the additional cost of reinstatement of the Property insured following Damage for which the Insurer has admitted liability as may be incurred solely to comply with European Union legislation and/or building or other regulations under or framed in pursuance of any act of parliament and/or with by-laws of any Municipal or Local Authority and/or any change by the Secretary of State to regulations with or without an act of parliament and/or the requirements of the Insurer to replace an automatic sprinkler installation in accordance with the current Loss Prevention Council (LPC) Sprinkler Rules or any change in interpretation of existing regulations.

Provided that

a the work of reinstatement is commenced and carried out within a reasonable timescale and in any case completed within twelve (12) months after the occurrence of the Damage or within such further time as the Insurer may during that twelve (12) months allow in writing and may be carried out wholly or partially upon another site (if the legislation or regulations or by-laws or requirements detailed in this Basis of Settlement Adjustment so necessitate) subject to the liability of the Insurer under this Basis of Settlement Adjustment not being thereby increased

b if the liability of the Insurer under this Section or Policy apart from this Basis of Settlement Adjustment shall be reduced by the application of any of the terms Conditions and Exclusions of this Section or Policy then the liability of the Insurer under this this Basis of Settlement Adjustment in respect of any such item shall be reduced proportionately

c the liability of the Insurer in respect of the Property suffering Damage shall not exceed 10% (ten percent) of the Sum Insured applicable to each separate Premises

d all the Section Conditions of this Section except insofar as they may be expressly varied for the purposes of this Basis of Settlement Adjustment shall apply as if they had been incorporated into this Basis of Settlement Adjustment

excluding

A the cost incurred in complying with any of the legislation or requirements or regulations or by-laws detailed in this Basis of Settlement Adjustment

i in respect of Damage occurring prior to the granting of this cover

ii in respect of Damage not insured by this Section

iii under which notice has been served upon the Insured before the date of the Damage or where an existing requirement must be completed within a stipulated period

iv in respect of undamaged portions of the Property any property which has not sustained loss destruction or Damage as insured by this Section or the Policy

B the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new had the necessity to comply with such legislation or regulations or bye-laws or requirements detailed in this Basis of Settlement Adjustment not arisen

C the amount of any rate or tax or duty or development or other charge or assessment arising out of Capital appreciation which may be payable in respect of the Property insured by reason of compliance with any such regulations bye-laws or stipulations.
6 Alterations and Additions
To the extent that they are not otherwise insured Property insured includes
a alterations additions and improvements (but not appreciation in value in excess of Sums Insured) to Plant and Machinery Ancillary Equipment and Housings or Civils
b any newly acquired or newly erected Property provided that the value of any additional Property shall not exceed
   i £1,000,000 any one Period of Insurance
   ii £250,000 at any one Premises or at any one newly acquired address elsewhere than at the Premises provided that the Insured shall give details of such alterations and additions to the Insurer within ninety (90) days of the commencement date of the Insured’s responsibility to effect specific cover retrospective to such date and pay the appropriate additional premium.

Provided that any additional Plant and Machinery
1 is free from any material defect so far as the Insured is aware
2 is of the same manufacture model and capacity as insured under this Section
3 has completed successful testing and commissioning.

7 Professional Fees
This Section extends to cover architects surveyors consulting engineers or other professional fees in accordance with those authorised by the appropriate professional body necessarily incurred in the reinstatement of the Property insured following Damage for which the Insurers have admitted liability but not the cost of preparing a claim under this Section.

Provided that the liability of the Insurers shall not exceed £50,000.

8 Removal of Debris Costs
This Section extends to cover the cost necessarily and reasonably incurred by the Insured in respect of
a removing debris
b dismantling and/or demolishing
c shoring up and/or propping up and/or protecting
the Property insured following Damage for which the Insurer has admitted liability under this Section.

Provided that the liability of the Insurer shall not exceed £50,000.

The Insurers will not be liable for the cost incurred
a in removing debris other than from the site of such Property Damaged and the area immediately adjacent to such site
b arising from pollution or contamination of Property not insured by this Section.

9 Temporary Removal
Plant and Machinery and Ancillary Equipment and Housings are covered whilst temporarily removed from the Premises for the purposes of repair service or maintenance to any address within the European Union or European Free Trade Area including whilst in transit.

Provided that the liability of the Insurer shall not exceed £100,000.

The Insurer will not pay for such Property more specifically insured.
10 Loss Minimisation and Prevention Expenditure

Cover extends to include the costs incurred by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending Damage which would have resulted in a claim under this Section.

Provided that

a. the impending Damage did not arise from any defect in the Property insured
b. the impending Damage did not arise from a reasonably foreseeable cause
c. the Damage would have been the natural outcome to be expected in the absence of the measures taken
d. the Insurer is satisfied that Damage which would have been insured under this Section has been avoided or reduced in consequence of the measures taken
e. the liability of the Insurer shall not exceed the cost which would have been incurred had the measures not been taken and Damage insured by this Section had occurred.

11 Fire Extinguishers and Sprinklers

The Insurer will pay the reasonable costs incurred by the Insured in

A. re-filling recharging or replacing any fire extinguishers local or fixed fire suppression or gas flooding systems sprinkler installations and sprinkler heads installed solely for the protection of the Property insured

B. having any fire and/or intruder alarms and closed circuit television equipment re-set in consequence of Damage provided that

i. the Insured maintain all such equipment under contract and in accordance with the manufacturer’s instructions with a maintenance company acceptable to the Insurer

ii. the Insurer shall not be liable in respect of any costs and expenses recoverable from the maintenance company or from the fire service

iii. the liability of the Insurer in respect of any one claim shall not exceed £10,000.

12 Fire Brigade Charges

The Insurer will pay the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of Damage for which the Insurer has admitted liability.

Provided that the liability if the Insurer shall not exceed £10,000.

13 Additional Cost

The Insurer will pay necessary and reasonable cost incurred by the Insured following Damage insured by this Policy in effecting temporary repair or expediting a permanent repair.

Provided that the liability if the Insurer shall not exceed £25,000.

14 Payments on Account

The Insurer will make payment as agreed by the Insured and the Insurer in advance of final settlement of a claim under this Policy where the Insurer has admitted liability.

15 Maintaining Machinery Guarantees

The Insurers will pay the additional and exceptional cost necessary to preserve all benefit under any manufacturers or suppliers guarantee or warranty applicable to any part of the Property insured following Damage insured under this Section.

Provided that

i. the prior consent of the Insurer has been obtained

ii. the liability if the Insurer shall not exceed £25,000.
Section Exclusions applicable to this Section of the Policy

1 Excess
The amount stated in the Schedule as the Excess in respect of each and every occurrence for which the Insured is indemnified by this Section.

2 Maintenance Faulty Workmanship or Application of Tools or Heat
The cost of
a maintenance
b rectification of faulty workmanship occurring during the execution of servicing or repairs
but not Damage resulting from a or b which is not otherwise excluded
c Damage by direct application of tools or heat.

3 Wear and Tear or Gradual Deterioration
Damage caused by or consisting of
1 inevitable wear and tear erosion corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure
2 gradually developing flaws or fractures which do not necessitate immediate stoppage
3 corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring pitting vermin or insects
but the Insurer will pay for subsequent Damage which is not otherwise excluded.

4 Scratching
Damage caused by or consisting of scratching scouring or spoiling of glass painted polished smooth or any other similar finished surfaces unless accompanied by Damage to other parts or portions of the Property insured for which liability has been admitted under this Section.

5 Mould and Fungi
Damage caused by or consisting of mould mildew fungi spores or any other similar organism.
This Exclusion shall apply to all such Damage without consequence of whether such Damage is manifest concurrently or in sequence with other Damage.

6 Subsidence and Ground Heave or Landslip
Damage caused by or consisting of
a subsidence ground heave or landslip
i in respect of Civils walls gates fences forecourts patios unless covered by this Section and a wind turbine covered by this Section is Damaged by the same cause at the same time
ii resulting from
a the settlement or movement of made-up ground
b coastal or river erosion
iii which commenced prior to the inception of this cover
iv occurring as a result of demolition construction structural alteration or repair of any Property or as a result of ground works or excavation at the same Premises
b normal settlement or bedding of new structures.
7 Inventory loss or Unidentifiable Occurrence
Loss of the Property insured
a by its disappearance or by shortage if such disappearance or shortage is only revealed when an
inventory is made or
b due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a
specific occurrence which has been the subject of notification under the terms of General Condition
3 Claims and the Section Claims Condition under this Section and which has been reported to the
Police.

8 Property in the Open
Damage to any Property in respect of fences gates hoardings and moveable Property in the open
caused by wind rain hail sleet snow flood sand dust theft or attempted theft.

9 Installation or Removal
Damage to any item of Property insured arising during
a installation erection repositioning or removal
b testing commissioning or decommissioning.

10 Sea or Air Transit
Damage occurring during transit by sea or air other than cover specifically provided under Basis of
Settlement Adjustment 10 Temporary Removal.

11 Other Consequential Losses
Consequential loss or damage consisting of or in consequence of liquidated damages penalties for delay
or detention or in connection with guarantees of performance or efficiency or loss of use or any other
form of consequential loss not specifically provided for by this Section.

12 Computer Date Recognition
Damage directly or indirectly caused by or consisting of or arising from the failure of any computer or
other equipment or system for processing storing or retrieving data whether the property of the Insured
or not to achieve any or all of the purposes and consequential effects intended by the use of any number
to denote a date including the failure
a correctly to recognise any date as its true calendar date
b to recognise capture save retain restore and/or correctly manipulate interpret calculate or process
any data or information or command or instruction as a result of treating any date otherwise than as
its true calendar date
c to recognise capture save retain restore and/or correctly manipulate interpret calculate or process
any data or information as a result of the operation of any command which has been programmed
into any computer software or firmware being a command which causes the loss of data or the
inability to recognise capture save retain restore and/or correctly manipulate interpret calculate or
process any data on or after any date

but the Insurer will pay for subsequent Damage which is not otherwise excluded and which itself results
from a Specified Event.

13 Excluded Parts
Damage in respect of any parts that require periodic replacement.

If as a result of other Damage insured by this Section these items are Damaged beyond repair then the
Insurers shall indemnify the Insured for any remaining residual value.
14 Multiple Lifting Operations

Damage to Property insured arising out of any lifting or lowering operation in which a load is shared by two or more machines unless the prior consent of the Insurers has been obtained.

15 Overloading or Abnormal Conditions

Damage to any item of Property insured
a. caused by or arising from the imposition of abnormal conditions deliberate overloading or overload testing other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions
b. during overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS 7121 including any subsequent amendments or revisions caused by or arising from a defect in the item.

16 Lightning Protection

Damage due to lightning strike to any part of the Plant and Machinery or Ancillary Equipment and Housings Insured that is not protected in accordance with the international standard IEC 61400-24 (BS:EN 61400-24) Wind turbine generator systems – Part 24: Lightning protection including any subsequent amendments or revisions.

17 Vessels Crafts Vehicles Devices Rigs or Platforms

Damage to any
a. vessel craft vehicle or device designed to float on in or travel under or through water air or space
b. marine rig or marine platform
c. equipment mounted on and fixed to such vessel craft vehicle device rig or platform.

18 Collapse or Cracking

Damage to Civils due to its own collapse or cracking unless resulting from a Specified Event so far as it is not otherwise excluded.

19 Excluded Items

Damage in respect of
a. overhead transmission and distribution lines and any associated pole or pylon mounted transformers other than those within 1000 (one thousand) feet of insured Plant and Machinery
b. Plant and Machinery which is in whole or in part prototype experimental or untried
c. Plant and Machinery until its installation testing and commissioning has been carried out
d. scaffolding access towers ladders or aluminium trackway
e. Property insured which is not permanently situated on land.

20 Guarantee Warranty or Maintenance

Damage that is recoverable under any manufacturer’s or supplier’s guarantee or warranty or any maintenance contract or maintenance provision.

21 Pollution or Contamination

Damage directly or indirectly caused by or contributed to by or arising from pollution or contamination.

This shall not apply to cost arising from pollution or contamination of Property insured caused directly by an occurrence which is insured by this Section.
22 E Risks

**Damage** to

a. any computer or other equipment or component or system or item which processes stores transmits or retrieves data or

b. any part of a computer or other equipment or component or system or item which processes stores transmits or retrieves data

whether tangible or intangible (including but without limitation any data information or programs or software) and whether part of the **Property** insured or not caused directly or indirectly by

i. **Virus or Similar Mechanism**

   Program code programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not. This includes but is not limited to viruses trojan horses worms and logic bombs

ii. **Hacking**

   Unauthorised access to any computer or other equipment or component or system or item whether part of the **Property** insured or not which processes stores transmits or retrieves data but this **Section** Exclusion shall not apply to subsequent **Damage** arising from or caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this **Section** Exclusion be insured by this **Section**.

23 Confiscation Civil Commotion and Similar Risks

a. **Damage** directly or indirectly caused by confiscation nationalisation requisition or destruction of or **Damage** to property by order of the Government or any Public Municipal or Local Authority.

b. In the case of **Property** insured outside Great Britain Northern Ireland the Isle of Man and the Channel Islands **Damage** or corruption directly or indirectly caused by warlike operations mutiny conspiracy martial law state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege riot civil commotion strike lock-out persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

c. Loss destruction or **Damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot civil commotion and (except in respect of **Damage** by fire and explosion) strikers locked out workers persons taking part in labour disturbances or malicious persons.
Section Conditions

1 General Precautions
   The Insured must
   a take all reasonable precautions to keep the Premises and the Property insured secure
   b take all reasonable precautions to maintain the Property insured in a good state of repair.

2 Alteration in Risk
   The Insured must notify the Insurers as soon as possible if during the Period of Insurance
   a the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
   b the interest of the Insured ceases other than by death
   c there is any alteration to the facts or matters set out in the Schedule or otherwise comprising the risk
      presentation made by the Insured to the Insurers at inception renewal or variation of this Section
      which materially increases the risk of Damage as insured by this Section.

   Upon being notified of any such alteration the Insurer may at its absolute discretion
   i continue to provide cover under this Section on the same terms
   ii restrict the cover provided by this Section
   iii impose additional terms
   iv alter the premium
   v cancel this Section and the Policy.

   If the Insured fails to notify the Insurer of any such alteration the Insurer may
   1 treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk
      returning a proportionate amount of the premium for the unexpired Period of Insurance if the
      Insurer would have cancelled this Section and the Policy had it known of the increase in risk
   2 treat this Section and the Policy as if it had contained such terms (other than relating to premium) or
      other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had
      it known of the increase in risk
   3 reduce proportionately the amount paid or payable on any claim the proportion for which the Insurer
      is liable being calculated by comparing the premium actually charged as a percentage of the
      premium which the Insurer would have charged had it known of the increase in risk.

3 Non Invalidation
   This Section shall not be invalidated by
   a any act or omission or by any alteration unknown to or beyond the control of the Insured by which
      the risk of Damage is increased provided that the Insured shall give notice to the Insurer (and pay an
      additional premium if required) immediately they become aware of such act omission or alteration
   b workmen on the Premises carrying out repairs general maintenance work or minor structural or
      other alterations.
4 Additional Claims Conditions
In the event of any occurrence giving rise or likely to give rise to a claim under this Section it is a condition precedent to the liability of the Insurer that the Insured shall
a permit inspection by the representatives of the Insurer of any Damaged or defective parts of Property insured
b at their own expense deliver to the Insurer
   i within thirty (30) days after such occurrence twenty eight (28) days in the case of loss or Damage by riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons or theft) or such further time as the Insurer may allow in writing
      1 full information in writing of the Property insured and the amount of loss or Damage
      2 details of any other insurances on the Property insured covered by this Section
   ii all such proof and information relating to the claim as may reasonably be required
   iii if required, a statutory declaration of the truth of the claim and of any matters connected with it.

The Insurer will not pay for any claim unless the terms of this condition have been complied with.

5 Options for Claims Settlement
a The Insurer may at their option repair reinstate or replace that which is lost or Damaged or pay for the loss or Damage in money.

If any Property insured is to be reinstated or replaced by the Insurer the Insured shall at their own expense provide all plans documents books and information as may reasonably be required.

The Insurer will not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner.

b The Insurer will not be liable for the cost of repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand.

Provided that
i the requirements of General Condition 3 Claims and Section Claims Conditions 3 Additional Claims Conditions and 7 Subrogation have been complied with and
ii the repairs are carried out to the satisfaction of the Insurer.

c Where loss or Damage is confined to a part of the Property insured the Insurer will be liable for the value of that part plus the cost of any necessary removal and installation.

d The Insured shall not be entitled to abandon any property to the Insurer whether taken into the possession of the Insurer or not.

6 Other Insurances
The Insurer will not indemnify the Insured in respect of loss of or Damage to Property insured which is insured by or would but for the existence of this Section be insured by any other policy effected by the Insured or on the Insured’s behalf except in respect of any excess beyond the amount payable under the other policy or which would have been payable under the other policy had this insurance not been effected.
7 Subrogation

Any claimant under this Section shall at the Insurer’s request and expense take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after the Insurer makes any payment.

The Insurer agrees to waive any such rights to which the Insurer might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to the Insured or against any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of the Damage.

8 Arbitration

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted by the Insurer) such difference shall be referred to an arbitrator to be appointed by the Insured and the Insurer in accordance with statutory provisions.

Where any difference is referred to arbitration in accordance with this condition the making of an award shall be a condition precedent to any right of action against the Insurer.