

Business Interruption All Risks Section Additional Cost of Working

Section Definitions

Business Interruption

Loss resulting from interruption of or interference with the **Business** carried on by **the Insured** at the **Premises** in consequence of an **Event** to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Event

Accidental loss or destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business**.

Indemnity Period

The period beginning with the occurrence of the **Event** and ending not later than the **Maximum Indemnity Period** thereafter during which the results of the **Business** shall be affected in consequence of any **Event**.

Maximum Indemnity Period

The period shown in the **Schedule** or the period specified within any Basis of Settlement Adjustment, Extension, Contingency or clause.

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, sudden identifiable and unintended escape of oil from a fixed heating installation or impact by any road vehicle or animal.

Unoccupied

Any building or any part of any building which;

- a at the inception of this **Policy** or on the date which any **Premises** are added to this **Policy** during the **Period of Insurance**, is empty or unfurnished or unattended or no longer in active use by **the Insured** or any tenant of **the Insured**

And,

- b at any time during the **Period of Insurance**, is empty or unfurnished or untenanted or no longer in active use by **the Insured** or any tenant of **the Insured** for a period exceeding 30 consecutive days

Business Interruption All Risks Section

Additional Cost of Working (continued)

Cover

The Insurer will pay the Insured for **Business Interruption** by any **Event**, excluding

1 **Business Interruption** caused by or consisting of

- a wear and tear, gradual deterioration, inherent vice, latent defect, frost, change in water table level, its own faulty or defective design or materials
- b the bursting of any boiler (not being a boiler or economiser on the **Premises** or a boiler used for domestic purposes only), belonging to **the Insured** or under the control of **the Insured** in which internal pressure is due to steam only
- c pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but **the Insurer** will pay for subsequent **Business Interruption** which itself results from a cause not otherwise excluded

- d faulty or defective workmanship by **the Insured** or any employee of **the Insured**
- e operational error or omission by **the Insured** or any employee of **the Insured** but **the Insurer** will pay for
 - i such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**
 - ii subsequent **Business Interruption** which itself results from a cause not otherwise excluded
- f acts of fraud or dishonesty by any partner, director or employee of **the Insured** but **the Insurer** will pay for such **Business Interruption** not otherwise excluded which itself results from a **Specified Event**

2 **Business Interruption**

- a caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- b caused by or consisting of change in temperature, colour, flavour, texture or finish
- c arising directly from theft or attempted theft
 - i which does not involve entry to or exit from a building at the **Premises** by forcible and violent means or hold-up by violence or threat of violence to **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
 - ii to property in the open or in open fronted buildings or in buildings not on permanent foundations
 - iii expedited or in any way brought about by **the Insured** or any partner, director or employee of **the Insured** or any other person who has a legal right to be on the **Premises**
- d consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
- e consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates
- f caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

Business Interruption All Risks Section

Additional Cost of Working (continued)

Cover (continued)

but **the Insurer** will pay for

- i such **Business Interruption** not otherwise excluded which itself results from a **Specified Event** or from any other accidental loss, destruction or damage
 - ii subsequent **Business Interruption** which itself results from a cause not otherwise excluded
- 3** loss resulting from, in any way contributed to by or in any way consisting of pollution or contamination, but **the Insurer** will pay for such loss resulting from destruction of or damage to property used by **the Insured** at the **Premises** for the purpose of the **Business** not otherwise excluded, caused by
- a pollution or contamination at the **Premises** which itself results from a **Specified Event**
 - b any **Specified Event** which itself results from pollution or contamination
- 4 Business Interruption** caused by or consisting of
- a subsidence, ground heave or landslip
 - i in respect of walls, gates, fences, roads, car parks, yards, forecourts, patios, pavements, footpaths and similar hard surfaced areas unless a building at the same **Premises** 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
 - c defective design or workmanship or the use of defective materials
 - 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 work or excavation, at the same **Premises**
 - b normal settlement or bedding down of new structures.
- 5 Business Interruption** arising directly or indirectly from
- a disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- 6** Loss resulting from destruction or damage to a building or structure used by **the Insured** at the **Premises** caused by its own collapse or cracking, but **the Insurer** will pay for such loss resulting from a **Specified Event** in so far as it is not otherwise excluded
- 7 Business Interruption** in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust
- 8 Business Interruption**
- a caused by fire resulting from any property undergoing any heating process or any process involving the application of heat
 - b resulting from any property undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion
- 9 Business Interruption** in respect of any building which is **Unoccupied** or any property therein caused by
- a freezing
 - b escape of water from any tank, apparatus or pipe

Business Interruption All Risks Section

Additional Cost of Working (continued)

Cover (continued)

- c malicious persons not acting on behalf of or in connection with any political organisation, but **the Insurer** will pay for such **Business Interruption** caused by fire or explosion
- d the escape of oil from a fixed heating installation

10 Business Interruption in respect of

- a glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
- b vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- c property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
- d land, piers, jetties, bridges, culverts or excavations
- e livestock, growing crops or trees.

but **the Insurer** will pay for such **Business Interruption** caused by

- i a **Specified Event** in so far as it is not otherwise excluded
- ii theft of property described under **10a** above

11 Business Interruption 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 to 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 to 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 or correctly to manipulate, interpret, calculate or process any data on or after any date

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

12 Business Interruption resulting from loss destruction or damage to property in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion, and (except in respect of Business Interruption by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances.

Business Interruption All Risks Section

Additional Cost of Working (continued)

Basis of Settlement

The Insurer will pay the Insured, in respect of each item covered, the amount of their claim for **Business Interruption**, provided that at the time of any **Event**

- a there is an insurance in force covering the interest of the Insured in the property at the Premises against such Event and that
 - i payment has been made or liability has been admitted for payment, or
 - ii payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount
- b the most the Insurer will pay for any one claim is in the whole the Total Sum Insured, or in respect of any one item its Sum Insured or any other limit of liability in this Section.

The Insurer will pay the Insured as indemnity in consequence of **Business Interruption** for Additional Cost of Working.

Additional Cost of Working means the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**.

Basis of Settlement Adjustments

In calculating the amounts the Insurer will pay the Insured as indemnity, adjustments shall be made in accordance with the following clauses.

1 Auditors and Accountants Charges

If the auditors or professional accountants of the Insured produce any particulars or details required by the Insurer from the Insured's books of account or other business books or documents, or any other proofs, information or evidence under the terms of Condition 2 of this Section, the Insurer will pay the Insured the reasonable charges payable by the Insured to their auditors or professional accountants provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Insurer under this Section.

2 Value Added Tax

All terms in this Section shall be exclusive of value added tax to the extent that the Insured are accountable to the tax authorities for such tax.

3 Current Cost Accounting

For the purposes of this Section, any adjustment implemented in current cost accounting shall be disregarded.

4 Payments on Account

The Insurer will make payments on account during the Indemnity Period, if the Insured so request, subject to any necessary adjustment at the end of the Indemnity Period.

Business Interruption All Risks Section

Additional Cost of Working (continued)

Basis of Settlement Adjustments (continued)

5 Claims Preparation Expenses

Cover extends to include the necessary and reasonable costs, expenses and charges incurred by **the Insured** in producing and certifying any particulars or details required by **the Insurer** in connection with any claim under this **Section** and which are incurred with the consent of **the Insurer** and for which **the Insurer** has admitted liability, provided that

- i such costs and expenses are limited to
 - any additional costs and expenses incurred by any employees of **the Insured** and the cost of materials used in furnishing **the Insurer's** requirements
 - the reasonable charges payable by **the Insured** to their auditors or professional accountants for producing such information as may be required by **the Insurer**
- ii **the Insurer** shall have the right to review and audit all documentation relating to such costs and expenses
- iii such costs expenses and charges are not otherwise recoverable under this **Section** or the **Policy**
- iv an **Excess** of £1,000 shall apply in respect of each and every claim
- v the liability of **the Insurer** shall not exceed £25,000 in respect of any one claim, and such limit shall apply in addition to the **Sums Insured** or limits applying under this **Section**.

6 Theft Damage to Buildings

Cover extends to include **Business Interruption** caused by or consisting of theft or attempted theft of a building or part of a building where insured under the Theft Damage to Buildings Basis of Settlement Adjustment clause under the Property Damage **Section**.

7 Book Debts Extension

The Insurer will pay **the Insured** the amount of their claim for Outstanding Debit Balances if in consequence of Damage

- a at the **Premises**
- b at any premises in the **United Kingdom** occupied by persons acting on behalf of **the Insured**, to which **Insured Records** have been temporary removed
- c in transit, including sea or air transit within the **United Kingdom**,

to the **Insured's Records** within the **Period of Insurance**, **the Insured** are unable to trace or establish Outstanding Debit Balances in whole or in part

The cover is limited to loss sustained by **the Insured** directly due to such Damage and the amount payable shall not exceed

- a the difference between
 - i the Outstanding Debit Balances, and
 - ii the total of the amounts received or traced in respect of such balances
- b the additional expenditure incurred with **the Insurer's** previous consent in tracing and establishing customers' debit balances after the Damage.
- c the **Sum Insured** shown in the **Schedule**.

Provided that at the end of each month **the Insured** shall record the total amount outstanding in customers' accounts at that time, and keep a copy of such records at a place other than the **Insured's Premises**.

The following Definitions apply in respect of this cover:

Damage

Loss or destruction or damage

Insured's Records

The Insured's books of account or other business books or records.

Business Interruption All Risks Section

Additional Cost of Working (continued)

Basis of Settlement Adjustments (continued)

Outstanding Debit Balances

The total recorded by **the Insured** under the provisions of the Outstanding Debit Recording Condition adjusted for

- a bad debts
- b amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through **the Insured's** books at the time of the **Event**) to customers' accounts in the period between the date to which the total last recorded relates and the date of the Damage
- c any abnormal condition of trade which had or could have had a material effect on the **Business**

so that the adjusted figures represent as near as reasonably practicable results which but for the Damage **the Insured** would have obtained at the date of the Damage had the Damage not occurred.

8 Lottery Winners

In the event an Employee or group of Employees resigns from their post(s) within the **Business** as a direct consequence of their securing a win in a Lottery, cover extends to include the additional expenditure reasonably and necessarily incurred by **the Insured**, including but not limited to

- a recruitment and additional overtime costs
- b the cost of employing temporary staff for amounts in excess of permanent full time rates of payment

provided that

- i the Employee or group of Employees resigns within 14 days from the date of the successful Lottery win, and
- ii the amount won by any one Employee is more than £100,000
- iii **the Insurer's** liability shall not exceed £25,000 in any one **Period of Insurance**

For the purposes of this clause the following definitions apply:

Indemnity Period

The period during which the **Business** results are affected due to an Employee or group of Employees resigning from his/her or their post(s) within the **Business** as a direct consequence of their securing a win in a Lottery, starting from the date of the first resignation and ending no later than the **Maximum Indemnity Period**.

Maximum Indemnity Period

One month.

Lottery

- UK National Lottery Prize Draws including Scratchcards
- UK National Football Pools
- Euro Millions Lottery
- Irish National Lottery
- UK Premium Bond Prize Draws.

Employee

- a Any person under a contract of service or apprenticeship with **the Insured**
- b any of the following persons whilst working for the Insured in connection with the **Business**
 - i any labour master or labour only subcontractor or person supplied by him
 - ii any self-employed person providing labour only
 - iii any home worker or outworker
 - iv any trainee or person undergoing work experience
 - v any voluntary helper
 - vi any person who is borrowed by or hired to **the Insured**

Business Interruption All Risks Section

Additional Cost of Working (continued)

Section Extensions

Any claim resulting from interruption of or interference with the **Business** in consequence of

- a accidental physical loss, destruction or damage at any Situation or to any Property shown below, or
- b any of the under-noted Contingencies

occurring during the **Period of Insurance** and within the **United Kingdom**, shall be understood to be **Business Interruption** by an **Event** covered by this **Section**, provided that after the application of all other terms, conditions, exclusions and provisions of this **Section**, the **Policy** and the terms set out below the liability of **the Insurer** for any one claim or claims arising out of or in connection with the same originating cause shall not exceed in the whole the **Total Sum Insured**, or the percentage of the **Total Sum Insured**, or the amount shown below (or the amount as specified otherwise in the **Schedule**) against any of the Situations or any of the Property or any Contingency as the Limit, whichever is the less.

To the extent that a claim or claims arising out of or in connection with the same originating cause are covered under more than one Extension, or under one Extension and the general cover afforded by this **Section**, **the Insurer's** maximum liability under this Section and all the Extensions combined shall not exceed the largest of any applicable Limits or **Sums Insured**.

Situations

Exhibition Sites

Any exhibition site where **the Insured** are exhibiting goods or services, excluding any such site under canvas or in the open.

Limit £25,000

Property

Supply Undertakings

Property

- A** at any land based premises
- B** comprising any land based cable or pipe connecting to the terminal connecting point at the **Premises** or any pylon through which any such cable runs

of any supply undertaking service provider or producer from which **the Insured** directly obtains

- i electricity (including generating stations or sub-stations)
- ii gas (including any natural gas producer provided that it supplies gas directly to the supply undertaking or service provider which supplies gas to **the Insured**)
- iii water (including water works and pumping stations)
- iv telecommunications services (excluding intranet or extranet services)
- v other telecommunications services providing intranet or extranet services

Provided that:

- a the **Maximum Indemnity Period** shall not exceed 1 month beginning with the date on which the damage occurred
- b **the Insurer** shall not be liable
 - i unless the loss, destruction or damage results in a complete cessation of the supply of the relevant service to the **Premises** for more than 48 consecutive hours
 - ii for the first 48 consecutive hours of cessation of the supply of the relevant service to the **Premises**
 - iii for any **Business Interruption** caused by loss or destruction of or damage to any overhead transmission and distributing cables or lines and their supporting structures (including pylons), other than where such loss, destruction or damage occurs to such cables, lines and structures situated within 1 mile of the **Premises**

Business Interruption All Risks Section

Additional Cost of Working (continued)

Property (continued)

- iv for more than £1,000,000 for each occurrence (of loss, damage or destruction to the supply undertaking's, service provider's or producer's property) or series of occurrences arising out of or in connection with the same originating cause, irrespective of the number of the **Premises** which are affected by the occurrence or series of occurrences. Where the same originating cause results in loss, damage or destruction to the property of more than one supply undertaking, service provider or producer, **the Insurer** shall not be liable to pay more than £1,000,000 under this Extension in respect of all occurrences of loss, destruction or damage combined and in the aggregate, irrespective of the number of supply undertaking's, service provider's or producer's properties affected.

Denial of Access – Damage

Property in the immediate vicinity of the **Premises**, which prevents or hinders the use of or access to the **Premises** whether the **Premises** or property in the **Premises** is destroyed or damaged or not,

Provided that

- a the **Maximum Indemnity Period** shall not exceed 3 months beginning with the date on which the damage occurred
- b **the Insurer** shall not be liable for any **Business Interruption**
 - i that does not involve hindrance or prevention of access to the **Premises** for at least 4 consecutive hours
 - ii resulting from loss or destruction of or damage to
 - A the property of any supply undertaking from which **the Insured** obtains electricity, gas, water or telecommunications services which prevents or hinders the supply of such services to the **Premises**
 - B any property situated more than 1 mile from the **Premises**

Limit £5,000,000 or the **Sum Insured** in the **Schedule** whichever is less in respect of any one claim and in total during the **Period of Insurance**

Moulds, Tools and Dies

Moulds, tools and dies belonging to **the Insured** or for which **the Insured** are responsible whilst at the **Premises** or at any premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

For the purposes of this Extension, 'tools' shall mean tooling such as machine tools and jigs, and does not include portable hand tools or power tools.

Limit £25,000

Documents

Documents belonging to **the Insured** or held by **the Insured** in trust, whilst at premises not in the occupation of **the Insured** or in transit by road, rail or inland waterway.

Limit 10% or £100,000

whichever is the less.

Business Interruption All Risks Section

Additional Cost of Working (continued)

Contingencies

Failure of Supply

Accidental failure of supply of

- i electricity at the terminal ends of the service provider's feeders at the **Premises**
- ii gas at the service provider's meters at the **Premises**
- iii water at the service provider's main stop cock serving the **Premises**
- iv land based telecommunications services (excluding intranet or extranet services) at the incoming line terminals or receivers at the **Premises**
- v other telecommunications services (including intranet or extranet services) at the incoming line terminals or receivers at the **Premises**

Provided that

- a the **Maximum Indemnity Period** shall not exceed 1 month beginning with the date on which the failure of the supply first started occurring
- b the **Insurer** shall not be liable
 - i unless there is a complete cessation of the supply of the relevant service to the **Premises** of more than 48 consecutive hours
 - ii for the first 48 consecutive hours of cessation of the supply of the relevant service to the **Premises**
 - iii for any **Business Interruption** resulting from the deliberate act of any supply undertaking or service provider, or from any such undertaking or provider exercising its power to withhold or restrict supply or services or otherwise not performing its services
- iv for any **Business Interruption** resulting from failure of supply caused by
 - strikes or any labour or trade dispute
 - Riot or civil commotion
 - drought
 - other atmospheric or weather conditions, but this shall not exclude failure due to physical damage caused by such conditions
 - the acts of any government or nation state or any person acting on their behalf
 - energy, supply or fuel shortages, schemes of rationing and rota disconnections and pre-planned supply outages

- v for any **Business Interruption** caused by the failure of any overhead transmission and distributing cables, lines and their supporting structures (including pylons), other than where such failure occurs to such cables, lines and structures situated within 1 mile of the **Premises**
- vi for any **Business Interruption** resulting from the failure of telecommunications services delivered via satellite
- vii for any **Business Interruption** which is insured under the Supply Undertakings Extension
- viii for more than £25,000 for each failure of supply or series of failures arising out of or in connection with the same originating cause, irrespective of the number of the **Premises** which are affected by the failures. Where the same originating cause results in failure of supply from more than one supply undertaking or service provider, **the Insurer** shall not be liable to pay more than £25,000 under this Extension in respect of all failures of supply combined and in the aggregate, irrespective of the number of supply undertakings or service providers involved.

Section Conditions

1 Alteration in Risk

The Insured must notify **the Insurer** as soon as possible if during the **Period of Insurance** there is any alteration in the ownership of **the Insured**, or any alteration in or to the **Business** at the **Premises**

- a due to the **Business** being wound up or carried on by a liquidator or receiver or permanently discontinued
- b in respect of which the interest of **the Insured** ceases other than by death
- c in respect of the risks of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any adjoining site
- d to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by **the Insured** to **the Insurer** at inception, renewal or variation of the **Policy**

Business Interruption All Risks Section

Additional Cost of Working (continued)

Section Conditions (continued)

which materially increases the risk of an **Event** and any other loss or expenditure as insured by this **Section**.

Upon being notified of any such alteration, **the Insurer** may, at its absolute discretion

- a** continue to provide cover under this **Section** on the same terms
- b** restrict the cover provided by this **Section**
- c** impose additional terms
- d** alter the premium
- e** cancel this **Section** and the **Policy**.

If **the Insured** fails to notify **the Insurer** of any such alteration, **the Insurer** may

- a** 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
- b** 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
- c** 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.

2 Additional Claims Conditions

If any **Event** or other circumstances in consequence of which **the Insured** make or may make a claim under this **Section**, **the Insured** shall at their own expense deliver to **the Insurer**

- a** within 28 days of its happening, full details of **Business Interruption** caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft
- b** not later than 30 days after expiry of the **Indemnity Period**, or such further time that **the Insurer** may allow, full information in writing of the particulars of the claim, together with details of all other policies covering property used by **the Insured** at the **Premises** for the purpose of the **Business** or any part of the **Business**, and the amount of any resulting **Business Interruption**
- c** such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence that **the Insurer** may reasonably require for the purpose of investigating or verifying the claim, together with, if required, a statutory declaration of the truth of the claim and of any matters connected with it.

Particulars or details contained in **the Insured's** books of account or other business books or documents, which may be required by **the Insurer** for the purpose of investigating or verifying any claim under this **Section**, may be produced by professional accountants if at the time they are regularly acting for **the Insured**. Their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will not pay for any claim unless the terms of this condition have been complied with, and any payment on account already made shall be repaid to **the Insurer**.

Business Interruption All Risks Section Additional Cost of Working (continued)

Section Conditions (continued)

3 Contribution

If at the time of any **Event** resulting in a claim under this **Section** there is any other insurance effected by or on behalf of **the Insured** covering such loss or any part of it, the liability of **the Insurer** under this **Section** shall be limited to **the Insurer's** rateable proportion of such loss.

4 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 **Business Interruption**.

5 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**.