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# **FLEXIBLE ENGINEERING Insurance Policy**

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This Policy (and the Schedule which forms and integral part of the Policy) is a legal contract. Please examine it carefully to ensure that it meets your requirements. If it does not, please advise your insurance adviser immediately.

We would remind you that you are required to inform us immediately of any material facts or changes. Failure to do so may invalidate your Policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact or change is material or not, please contact your insurance adviser.

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RSA Insurance Ireland DAC (herein called the Company) and you the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their broker in correspondence, proposal forms and other communications, in providing the insurance
- (d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- (e) all monies which become or may become payable by the Company under the contract will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland and
- (f) all monies which become due under the contract shall be paid or payable in Euro currency amounts unless otherwise agreed by the Company and
- (g) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (h) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This Policy shall be governed by Irish Law and all communications between the Insured and the Company will be in English
- (i) Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandford Road, Dundrum, Dublin 16.

# DEFINITIONS

## BOILER AND PRESSURE PLANT

Boiler and Pressure Plant shall mean

- a) boilers
- b) Property subject to internal steam pressure
- c) Property used for storage of fluids under pressure
- d) vacuum vessels
- e) piping associated with any of the above

## BREAKDOWN

Breakdown shall mean

- a) the actual failure breaking distortion or burning out of any part of the Property whilst in use arising out of
  - i) mechanical or electrical defects in the Property
  - ii) failure or fluctuation of electricity supply
  - iii) DAMAGE caused by the error or omission of the operators(s) during the normal operation of the Property other than in respect of any failure to maintain
- b) the fracturing of any part of the Property by frost when such fracture renders that part of the Property inoperative

## COLLAPSE

Collapse shall mean the sudden and dangerous distortion (whether or not attended by rupture) or any part of the Boiler and Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues)

## DAMAGE

DAMAGE in capital letters shall mean physical loss destruction or damage

## PRESSURE EXPLOSION

Pressure Explosion shall mean the sudden and violent rending of the Property by force of internal of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or pressure or ignition of gases in the furnaces or flues) causing bodily displacement of any part of the Property together with the forcible ejection of the contents

## SITUATION

Situation shall mean the location of the Property as detailed in the Schedule

## TERRORISM

Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

## PROPERTY

Property includes Boiler and Pressure Plant (unless otherwise stated in the Schedule) and shall mean all integral parts of any item of machinery and plant described in the Schedule but excludes even if integral to the Property (unless specifically stated as being covered)

- a) chimneys masonry brickwork foundations racking shelving and supporting structures
- b) computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process)
- c) communications or alarm systems vending machines games machines and office equipment including but not limited to typewriters adding machines calculators facsimile machines and equipment for the printing or reproduction of documents or other records
- d) any item or part of Property sold supplied processed serviced manufactured or stored in the course of the Insureds trade or business
- e) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation
- f) vehicles other than purpose-built lifting and handling machinery
- g) the contents of Boiler and Pressure Plant

## REINSTATEMENT

Reinstatement shall mean

- a) where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest overall performance and/or capacity to the Property which has suffered DAMAGE
- b) where any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new

# COVER

## COVER

The Cover which applies is indicated by the Cover Reference(s) set against each Item in the Schedule

In the event of DAMAGE (subject to any exclusions) to Property happening during the Period of Insurance whilst at the Situation where the Property suffering DAMAGE is

- 1 a) Boiler and Pressure Plant or  
b) Property which is less than or equal to 2 years old from the date of sale as new or the DAMAGE is by Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture)

owned by the Insured or for which the Insured is responsible the amount payable by the Company shall be Reinstatement

- 2 Property not stated in 1 the Company will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at the Company option reinstate or replace such Property

and such additional cost of reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements

## LIMIT OF LIABILITY

## LIMIT OF LIABILITY

The liability of the Company shall not exceed in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause any limit of liability or sum insured stated in the Policy

Where DAMAGE occurs

- a) to only part of the Property
- b) and where the Policy provides such Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture)

the liability of the Company shall not exceed the amount that the Company would have been liable to pay had the Property been wholly destroyed

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Insured parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until Reinstatement has been carried out
- c) if the Property and where the Policy provides Cover for Pressure Explosion of Property to any other surrounding property (excluding stock in trade or goods in process of manufacture) at the time of its DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating

- a) the whole of the Property
- b) any other surrounding property (excluding stock in trade or goods in process of manufacture) where Cover for Pressure Explosion of Property is provided under this Policy

exceeds the sum insured thereon at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of DAMAGE which the Sum Insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time.

## COVER Reference FR

### FRAGMENTATION

#### FRAGMENTATION

DAMAGE by impact to surrounding property belonging to the Insured or for which the Insured is responsible resulting from fragmentation of any part of the Property

### TESTING OVERLOADING and REPAIR

#### EXCLUSIONS TO FR COVER

This Cover Reference does not cover

DAMAGE caused by and occurring during testing or intentional overloading of the Property or by the application of any tool or process in the course of any modification maintenance repair or overhaul of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property

### CHEMICAL ACTION

DAMAGE caused by explosion resulting from chemical action or ignition of contents of the Property

### RESULTING DAMAGE

DAMAGE resulting from lack of heat light power steam refrigeration or air conditioning

### MACHINE AND CONTENTS

DAMAGE to the Property itself or to the contents of the Property or to the load handled by the Property

### LIQUID OR GASEOUS FLUID

DAMAGE caused by any liquid or gaseous fluid

### FIRE

DAMAGE caused by fire howsoever the fire may have been caused

## COVER Reference EXP

### PRESSURE EXPLOSION and COLLAPSE

#### PRESSURE EXPLOSION AND COLLAPSE

DAMAGE to the Property caused by and solely due to Pressure Explosion or Collapse thereof

#### EXCLUSIONS TO EXP COVER

This Cover Reference does not cover

### TESTING OVERLOADING and REPAIR

DAMAGE caused by and occurring during testing or intentional overloading of the Boiler and Pressure Plant except for DAMAGE caused by and occurring during the checking of the correct working of the Boiler and Pressure Plant or during the checking of safety installations in connection therewith during the normal operations of the Property

### FIRE

DAMAGE caused by fire howsoever the fire may have been caused

## **COVER Reference BDN**

### **BREAKDOWN**

DAMAGE to any part of the Property by Breakdown including any resultant loss of coolant lubricant or insulant refrigerant or brine

### **EXCLUSIONS TO BDN COVER**

This Cover Reference does not cover

DAMAGE caused by and occurring during testing or intentional overloading of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property

DAMAGE caused by fire howsoever the fire may have been caused

DAMAGE caused by explosion

DAMAGE caused by Collapse

DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of malicious act which necessitates replacement of such tyres repair thereof being impracticable

## **COVER Reference SUD**

### **SUDDEN AND UNFORESEEN DAMAGE**

DAMAGE to the Property by Pressure Explosion Collapse Breakdown or any other sudden and unforeseen cause not excluded including any resultant loss of coolant lubricant or insulant refrigerant or brine

### **EXCLUSIONS TO SUD COVER**

This Cover Reference does not cover

DAMAGE caused by

- a) fire howsoever the fire may have been caused
- b) lightning earthquake flood
- c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion) except to the extent stated in Memorandum – Temporary Removal

This exclusion does not apply to Breakdown arising out of failure or fluctuation of electricity supply

DAMAGE caused by and occurring during testing or intentional overloading of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or the checking of safety installations in connection therewith during the normal operations of the Property

DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of malicious act which necessitates replacement of such tyres repair thereof being impracticable

### **BREAKDOWN**

### **TESTING OVERLOADING and REPAIR**

### **FIRE**

### **EXPLOSION**

### **COLLAPSE**

### **RUBBER TYRES**

### **SUDDEN and UNFORESEEN DAMAGE**

### **FIRE AND OTHER PERILS**

### **TESTING OVERLOADING and REPAIR**

### **RUBBER TYRES**

# MEMORANDA

## TERRORISM PROVISION

Subject otherwise to the terms and conditions of this Policy insofar as this Policy covers DAMAGE or loss resulting from DAMAGE caused by fire or explosion the Company liability for DAMAGE or loss resulting from DAMAGE in the United Kingdom (not including the Channel Islands and the Isle of Man) other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism in respect of all losses arising out of any one event shall not exceed

- a) the following limits after the application of all the provisions of this Policy including the Insureds contribution

	Limit of Liability
Property DAMAGE Insurance	GB£100,000
Business Interruption Consequential Loss Increase in Cost of Working	GB£100,000

or

- b) any limit of liability or sum insured stated in the Schedule

whichever is lower

Any provision in this Policy which provides for any sum insured or limit of liability to be automatically restored following a loss shall not apply to losses covered under this provision

## PRESSURE EXPLOSION DAMAGE TO OWNED PROPERTY

In the event of DAMAGE to any Boiler or item of Pressure Plant for which cover is provided by Cover Reference(s) EXP or SUD caused by Pressure Explosion the Company will also indemnify the Insured against DAMAGE to surrounding property belonging to the Insured or for which the Insured is responsible caused by the Pressure Explosion provided that the Company liability under this extension shall not exceed €1,300,000

This cover does not include

- a) DAMAGE resulting from lack of heat light power steam refrigeration or air conditioning  
b) DAMAGE arising from fire howsoever the fire may have been caused

## TEMPORARY REMOVAL

The cover provided by this Policy also applies whilst the Property is temporarily located away from the Situation at any other premises or working sites in the European Community or European Free Trade Area for the purpose of repair maintenance overhaul or inspection of the Property including transit between the Situation and such temporary locations

During such temporary relocation the cover under cover Reference SUD is extended to include DAMAGE caused by

- a) fire or explosion howsoever the fire or explosion may have been caused  
b) lightning earthquake flood  
c) aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers  
d) riot strike lock-out civil commotion  
e) theft

Provided that the Company liability under this extension shall not exceed €32,000 during transit by sea or air in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause

## ADDITIONAL PROPERTY

Any additional Property owned by or leased to the Insured of similar class type function and capacity to the Property described in the Schedule is deemed to be included in this Policy once installation is completed and the Property is handed-over to the Insured and is ready to commence normal working at the Situation stated in the Schedule

provided that

- a) such Property is suitable for service free from material defects and in sound working condition  
b) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled  
c) such Property shall be insured only to the same extent as similar items of Property described in the Schedule  
d) if any such Property proves to be unacceptable to the Company the Cover on that part of the Property shall terminate from the date of notification to the Insured

## MEMORANDA (CONTINUED)

### TEMPORARY REPAIRS OR EXPEDIATING COSTS

In respect of each claim for DAMAGE for which cover is provided by this Policy the Company will pay the reasonable cost (if previously approved by the Insurers) of effecting temporary repair and of expediting permanent repair of such DAMAGE provided that the Company limit of liability under this extension shall not exceed €12,500

### DEBRIS REMOVAL

Subject to the Sum Insured stated in the Schedule the Company will pay for costs incurred with the Company consent in the removal of Property consequent upon DAMAGE for which cover is provided by this Policy but excluding any costs or expenses arising from pollution or contamination of property not covered by this Policy

### MEASURES TAKEN IN AVOIDANCE OF DAMAGE

Subject to the terms and conditions of this Policy and the Sum Insured stated in the Schedule the Company will pay reasonable costs incurred by the Insured in taking exceptional measures to avoid or mitigate impending DAMAGE for which cover is provided by this Policy provided that

- a) the impending DAMAGE does not stem from any defect within any Property and
- b) DAMAGE would be reasonably expected in the absence of such measures and
- c) the Company are satisfied that DAMAGE has been avoided or reduced in consequence of the measures taken

### PAYMENTS ON ACCOUNT

Where liability under this Policy is admitted the Insured shall be entitled to receive payment(s) as agreed between the Insured and the Company in advance of final settlement.

# EXCLUSIONS (applicable to all COVER REFERENCES)

## INSURED'S CONTRIBUTION

This Policy does not cover

the Excess stated in the Schedule being the first part of each and every claim to be borne by the Insured as ascertained after the application of all other terms and conditions of the Policy other than those stated in Memorandum – Terrorism Provision

## WAR AND TERRORISM EXCLUSION

Loss damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (2) any Act of Terrorism
- (3) In Northern Ireland civil commotion (other than in respect of legal liability under liability insurance if insured)

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

This endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above

If the Company or Insurers allege(s) that by reason of this exclusion any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect

## ELECTRONIC RISK EXCLUSION

Notwithstanding anything that appears to the contrary in the policy wording and subject always to the terms exceptions and conditions of this Policy

(A) any Damage to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insured's Business consequent upon Damage to Data for the purpose of this exclusion Damage to Data shall include but not be limited to:

- (i) loss destruction or corruption of Data whether in whole or in part
- (ii) unauthorised appropriation use access to or modification of Data
- (iii) unauthorised transmission of Data to any third parties
- (iv) Damage arising out of any misinterpretation use or misuse of Data
- (v) Damage arising out of any operator error in respect of Data

## BIOLOGICAL OR CHEMICAL CONTAMINATION EXCLUSION

regardless of any contributory causes any loss damage cost expense or legal liability directly or indirectly arising out of

Biological or chemical contamination due to any act of terrorism

For the purpose of this endorsement an act of terrorism means an act including but not limited to the use of force or violence and/or threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this endorsement contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the company or insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this policy the burden of proving the contrary shall be upon the insured.



## EXCLUSIONS (CONTINUED)

### POLLUTION OR CONTAMINATION

DAMAGE caused by pollution or contamination except (unless otherwise excluded)  
DAMAGE caused by pollution or contamination which itself results from any DAMAGE

### CORROSION EROSION

DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion

### WEAR AND TEAR

DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition

### OTHER DAMAGE

- a) scratching of painted or polished surfaces
- b) damage to non-metallic protective linings pipes or hoses and driving or conveyor belts and batteries
- c) damage to ropes (other than DAMAGE resulting in complete severance)

### FINANCIAL LOSS

loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy

### RIOT STRIKE AND CIVIL COMMOTION

DAMAGE caused by riot strike lock-out or civil commotion

### WAR

DAMAGE caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

### RADIOACTIVE CONTAMINATION

DAMAGE to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosion nuclear assembly or nuclear component thereof

### BUILDING REGULATIONS

- a) the cost of comply with Building Regulations or local authority or statutory requirements
  - i) relating to undamaged property or undamaged portions of property
  - ii) under which notice has been served prior to DAMAGE
- b) any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements

# SPECIAL CONDITIONS

CONDITION PRECEDENT	All of the Special Conditions are conditions precedent to the liability of the Company under this Policy
REASONABLE PRECAUTIONS	The Insured shall take all reasonable precautions to prevent DAMAGE
SPECIAL PRECAUTIONS	The Insured shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested
MULTIPLE LIFTING	Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must conform to BS7121 specification for multiple lifting

# GENERAL CONDITIONS

## ALTERATION

This Policy shall be avoided with respect to any of the Property in regard to which there is any alteration after the commencement of this Policy

- a) whereby the risk of DAMAGE is increased either temporarily or permanently or
- b) whereby the interest of the Insured ceases except by will or operation of law
- c) whereby the business be wound up or carried on by a liquidator or receiver or permanently discontinued.

unless admitted by the Company in writing

## POLICY AVOIDABLE

This Policy shall be avoidable in the event of misrepresentation misdescription or non-disclosure in any material particular

## CANCELLATION

This Policy may be cancelled

- a) by the Company sending thirty days notice to the Insureds last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) by the Company sending seven days notice to the Insureds last known address in the event of non-payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

## CURRENCY

All sums referred to or due under this document are expressed in and payable in euro except where stated in Memorandum – Terrorism Provision

## INSPECTION

The Company shall have the right to inspect the insured Property at all reasonable times during the Period of Insurance

The Company may make periodical inspections of the Property described in the Plant Schedule and the Insured agrees to properly prepare and make available the Property at no expense to the Company to enable the Company to carry out such inspections and report thereon

Unless otherwise agreed the Company shall not carry out or witness any ultrasonic radiographic or other special tests of a non-routine character nor any proof load stability anchorage or similar test

# CLAIMS CONDITIONS

## ACTION BY THE INSURED

- a) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Insured shall
  - i) notify the Company immediately
  - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
  - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
  - iv) deliver to the Company at the Insureds expense
    - 1) full information in writing of the loss
    - 2) details of any other insurances on any Property hereby insured within 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
    - 3) all such proofs and information relating to the claim as may be reasonably required
    - 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- b) No claim under this Policy shall be payable unless the terms of this condition have been complied with

## FRAUD

If a claim is dishonest or fraudulent in any respect or if dishonest or fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any DAMAGE is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

## CONTRIBUTION

If at the time any claim arises there is any other insurance effected by or on behalf of the Insured insuring any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

## SUBROGATION

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

## ARBITRATION

All differences arising out of the Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties in writing or in the case of disagreement of an umpire appointed by the arbitrators in writing before entering upon the reference. The costs of the reference and the award shall be in the discretion of the arbitrator arbitrators or umpire making the award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the Company shall disclaim liability to the Insured for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The term claim shall include any demand upon the Company by reason of this Policy.