

Dispute Resolution Clause

Jurisdiction

1. Subject always to paragraph 2 hereof (Arbitration), all questions, disputes, claims, causes of action or proceedings arising out of or in connection with this policy, including those as to its validity, existence, formation or termination, shall be referred to the following exclusive jurisdiction:
 - (a) the courts of the jurisdiction nominated in the Risk Details section of this policy;
failing which nomination
 - (b) the courts of England and Wales.

Arbitration

2. Notwithstanding any provision as to jurisdiction herein, including any stipulation as to service of suit, the parties have agreed as follows:

Reference to Arbitration

- (a) Any question or dispute arising out of or in connection with this policy, including any question regarding its validity, existence, formation or termination, shall be referred to and finally determined by arbitration as set out below.

Legal seat of the Arbitration

- (b) Unless the parties herein expressly agree otherwise, the seat, or legal place, of the arbitration shall be England.

Governing law of the Arbitration Agreement

- (c) The governing law of this arbitration agreement shall be that of the legal seat.

Procedural Matters

- (d) Save only in so far as the law of the legal seat prescribes otherwise, the arbitration shall be conducted as follows:
 - (i) The Tribunal shall comprise three arbitrators, of which one shall be appointed by the insurer(s) and one by the insured(s). The two arbitrators so appointed shall, by agreement between them, appoint a third, who shall act as Chairman. Where such agreement cannot be reached, the position of the Chairman shall be filled in such manner as is prescribed by the law of the legal seat.
 - (ii) There shall be no restriction upon the nationality of those eligible for appointment as arbitrators but the arbitrators shall at all times be neutral and impartial. From the moment of appointment, no arbitrator shall engage in communication with either side to which the other is not party.
 - (iii) The language of the arbitration shall be English, unless the parties otherwise agree.

- (iv) The Tribunal shall produce a reasoned award, which shall be treated as having been rendered in the legal seat of the arbitration. The Tribunal shall have jurisdiction to award simple or compound interest upon any sum awarded, and may allocate the fees, costs and expenses of the arbitration between the parties in such proportions and at such rate as it considers just.
- (v) The decision or decisions of the Tribunal shall be final and binding on the parties and there shall be no right of appeal or review to any other court or tribunal upon the merits of any such decision.

Severability

- (e) This arbitration clause constitutes a severable agreement from the policy, and shall survive any determination by the Tribunal that the policy is, or is capable of being, avoided, rescinded or otherwise discharged.

Validity and Saving Provisions

- 3. In the event that any provision of this Dispute Resolution Clause:
 - (i) shall be invalid or unenforceable under the law of any court competent so to determine; or
 - (ii) would have the effect of rendering this Dispute Resolution Clause invalid or unenforceable in such court;

then this Dispute Resolution Clause shall be read as if it did not contain the same, the remaining provisions continuing in full force and effect.

- 4. In the event that this Dispute Resolution Clause would be adjudged valid and enforceable in such competent court only with modification, this Dispute Resolution Clause shall be read as if it contained such modification as is necessary to make it valid and enforceable, the remaining provisions continuing in full force and effect.