

---

**Name of the Clause :** Arbitration Clause

**Subject of the Clause :** Self explanatory

**Category :** Additional Clause

**Number :** LSW 323                      **Date :** Unknown

**Country :** United Kingdom              **Issued by :** Unknown

**Comments :**

---

### **ARTICLE {Response} ARBITRATION CLAUSE (LSW323)**

All matters in difference between the Reinsured and Reinsurers (hereinafter referred to as "the parties") in relation to this Contract, including its formation and validity and whether arising during or after the period of this Contract, shall be referred to an arbitration tribunal in the manner hereinafter set out.

Unless the parties agree upon a single arbitrator within thirty days of one receiving a written request from the other for arbitration, the claimant (the party requesting arbitration) shall appoint their arbitrator and give written notice thereof to the respondent. Within thirty days of receiving such notice the respondent shall appoint their arbitrator and give written notice thereof to the claimant, failing which the claimant may apply to the appointor hereinafter named to nominate an arbitrator on behalf of the respondent.

Before they enter upon reference the two arbitrators shall appoint a third arbitrator. Should they fail to appoint such a third arbitrator within thirty days of the appointment of the respondent's arbitrator then either of them or either of the parties may apply to the appointor for the appointment of the third arbitrator. The three arbitrators shall decide by majority. If no majority

---

**Disclaimer :** Fortunes de Mer est un site privé & non officiel. Il s'agit de pages personnelles. Ces pages n'ont qu'un but d'information. Les informations de nature juridique que vous pourrez trouver sur ce serveur ne peuvent faire l'objet d'une quelconque garantie ou d'une quelconque certification quant à leur validité, leur effectivité, leur applicabilité et ne peuvent donc en aucun cas engager la responsabilité du directeur de la publication. En effet, seules les informations provenant d'une source officielle font foi. En France, en matière d'information juridique, c'est le Journal Officiel de la République Française qui est habilité à publier et diffuser la plupart des textes. A l'étranger, des institutions similaires assurent la mission dévolue au Journal Officiel de la République Française. Cette situation n'est pas exclusive de productions privées. Aussi, la plupart des informations que vous trouverez ici apparaissent comme étant à jour (hormis les textes législatifs anciens et les polices d'assurances anciennes !). Pour ce qui concerne les textes applicables actuellement, vous devez vérifier qu'il s'agit bien de dispositions applicables avant d'en faire usage ou de prendre une décision.

Les textes des polices d'assurances et des clauses additionnelles sont délivrés à titre purement informatif. La plupart n'ont plus cours aujourd'hui et n'ont donc qu'un intérêt "historique". Aucun usage ne peut en être fait. Si vous souhaitez des informations officielles, vous pouvez vous adresser à la FFSA ou aux organismes similaires existant à l'étranger. En conséquence de quoi, vous renoncez expressément à toute poursuite ou réclamation à l'encontre du concepteur et de l'hébergeur de ce site. Vous vous engagez également à ne faire aucune copie des fichiers de ce site, sauf accord express ET écrit de "Fortunes de Mer" OU mention de l'origine des documents.

The information contained on this site is provided in good faith as a guide only and is based on information obtained from a variety of sources over a period of time. This information is subject to change and should, in each case, be independently verified before reliance is placed on it. "Readers are cautioned that the case summaries, papers and other material on this site are for information purposes only. They are not intended as legal advice and should not be relied upon as legal advice. If you require legal advice then you should consult a lawyer within your jurisdiction. www.fortunes-de-mer.com hereby" excludes, any and all liability to any person, corporation or other entity for any loss, damage or expense resulting from reliance, publication or duplication of information obtained from this site.

can be reached the verdict of the third arbitrator shall prevail. He will also act as chairman of the tribunal.

Unless the parties otherwise agree, the arbitration tribunal shall consist of persons employed or engaged in or retired from senior positions in insurance or reinsurance with not less than ten years experience of insurance or reinsurance.

The arbitration tribunal shall have power to fix all procedural rules for the holding of the arbitration including discretionary power to make orders as to any matters which it may consider proper in the circumstances of the case with regard to pleadings, discovery, inspection of documents, examination of witnesses and any other matter whatsoever relating to the conduct of the arbitration and may receive and act upon such evidence whether oral or written strictly admissible or not as it shall in its discretion think fit.

The arbitrators shall make their award in accordance with current reinsurance market practice pertaining during the period of this Contract and with a view to effecting the general purpose of this Contract in a reasonable manner, rather than in accordance with a literal interpretation of its language.

The appointor shall be {Response}.

All costs of the arbitration shall be at the discretion of the arbitration tribunal who may direct to and by whom and in what manner they shall be paid.

The seat of the arbitration shall be in {Response} and the arbitration tribunal shall apply the laws of {Response} as the proper law of this Contract and of this arbitration agreement.

The award of the arbitration tribunal shall be in writing and binding upon the parties who covenant to carry out the same. If either of the parties should fail to carry out any award the other may apply for its enforcement to a court of competent jurisdiction in any territory in which the party in default is domiciled or has assets or carries on business.

The parties agree that this article shall be construed as an independent agreement continuing in force in all circumstances even if the Contract in which it is embodied should be void ab initio. The arbitrators are therefore also competent to decide any question as to the formation and validity or otherwise of the Contract and consequences thereof.