

We are instructed as follows by the claimants:

(1) The Claimants, through brokers ACB Limited, took out XYZ Insurance policy number A1234 for DEF premises situate at Co Wexford comprehensively for buildings , content and other perils for an annual premium which said premium was paid by the claimants to the Respondent.

(2) On or about Wednesday 18th December 2012 the premises and contents were substantially damaged by snow and accidental water escape.

(3) The Respondent refuses indemnity adequate to reinstate the premises and contents and as a result of such refusal and breach of contract the claimants claim to have suffered further loss, damage & expense .

(4) Accordingly the Claimant and the Respondent HEREBY REFER this dispute to Arbitration as provided by Clause 33 or otherwise of the General Conditions of the said policy, and the Arbitrator shall have all the powers, authorities and jurisdictions provided for in the Arbitration Acts to hear and determine the issues arising and issue an award based on such determination, and to provide for the costs of the parties to the process.

(5) Accordingly we hereby nominate the following as arbitrators and attach our submission to arbitrate duly signed and points of claim :

(a)

(b)

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Please select one of the above .If none of the above are acceptable to you please either nominate acceptable alternatives or alternatively agree in writing to accept the nomination of mediator and/or arbiter by the Dublin Resolutions Centre. We confirm that our client is willing to enter into immediate mediation to resolve this dispute .Failing so hearing from you within 7 days the attached draft plenary summons will issue and this correspondence will be used to ground application for any such costs arising.