

SUBROGATION CLAUSE

It is agreed that upon payment of any loss, damage or expense under this policy, This Insurer shall become subrogated, to the extent of such payment, to the rights of The Insured against any carrier, bailee, seller, buyer, other insurer or other third party who may be liable for or who may have an obligation to pay, the loss, damage or expense.

This Insurer, however, may not assert a subrogated claim against a parent, subsidiary or an affiliate of The Insured without The Insured's prior permission.

The Insured agrees to render all reasonable assistance in the prosecution of subrogated claims by This Insurer.