

AXA SA v GENWORTH FINANCIAL INTERNATIONAL HOLDINGS AND ANOTHER AXA FRANCE IARD (AS TRANSFEREE OF THE BUSINESS OF FINANCIAL INSURANCE CO LTD) AND OTHERS (NAMED THIRD PARTIES).

Sale and purchase agreement – Payment protection insurance – Sellers covenanting to pay on demand 90 per cent of PPI claims to purchasers – Whether obligation to pay was an indemnity – Whether sellers had subrogation rights – Whether sellers acted reasonably in withholding consent to agreements by buyers.

[2020] 1 Lloyd's Rep. 229

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☐ KABAB-JI SAL (LEBANON) v KOUT FOOD GROUP (KUWAIT)

Arbitration – Enforcement of award – Whether arbitration clause applied to contracting party's parent company – Law applicable to arbitration agreement – Effect of entire agreement clause on arbitration agreement in the main contract – Effect of No Oral Modification clause – Whether judge should have made a final determination – Arbitration Act 1996, sections 7 and 103(2)(b).

[2020] 1 Lloyd's Rep. 269

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