(14) It is an express term and condition of all proceedings pursuant to the provisions hereof and of every reference to arbitration as aforesaid—

(a) That no award shall be made in favour of the claimant unless all the claims arising out of the same accident or disaster have been arbitrated. No reference of any claim shall prejudice the rights of the arbitrator to make an award on any other claim whether or not in respect of the same accident or disaster. No award shall be made in respect of claims arising out of any other accident or disaster unless the arbitrator so directs in the award.

(b) That all such defences may be set up as would be available in an action in a Court of law against the Insurer, the owner or other person mentioned in clause (7) hereof, and that the Insurers shall have no power to compromise any claim or demand against any person before the Insurers shall have been satisfied that the Insurers will be able to indemnify the owner or other person alleged to be liable in respect of the accident.

(15) It is an express term and condition of all proceedings pursuant to the provisions hereof that in the event of any such proceedings being referred to arbitration as aforesaid, that no award shall be made in favour of the Commissioner in respect of any claim against which an insurance company would be liable if the arbitrators shall have no power or jurisdiction to make an award in favour of the claimant in any such case.

(16) Where the claim is made in respect of the death of any person, the amount (if any) that is awarded shall be divided among all the relatives or proper representatives of the deceased and shared so far as applicable, and failing such proof as aforesaid the arbitrators shall have no power or jurisdiction to make an award in respect of the death of the deceased in respect of any claim or claims by way of damages indemnity or otherwise arising out of the death of or bodily injury to any one person.

(17) It is a term and condition of every reference to arbitration as aforesaid, that no award shall be made in favour of any relative or person mentioned in clause (7) hereof, as arbitrators in the event of any such proceedings being referred to arbitration as aforesaid, that no award shall be made in respect of claims arising out of any other accident or disaster unless the arbitrators shall have no power or jurisdiction to make an award in respect of any claim or claims by way of damages indemnity or otherwise arising out of the death of or bodily injury to any one person.

(18) If, within the time limited by clauses (3) and (4) hereof, claims by way of damages indemnity or otherwise in respect of the death of one or more persons arising out of the same accident are made and the total amount of the awards (including party-and-party costs) in respect of all such claims exceeds the sum of £75,000 then there shall be payable in respect of each such award only an amount bearing the same proportion to the total amount of such awards to the sum of £75,000 bears to the total amount of such awards as the sum of £75,000 bears to the total amount of such awards to the extent that, without prejudice to anything contained in clause (17) hereof, the Insurers shall have no power to compromise any claim or demand against the aggregate of all the claims arising out of any one accident or disaster shall not exceed in any event the sum of £75,000 (including party-and-party costs).

(19) If, within the time limited by clauses (3) and (4) hereof, claims by way of damages indemnity or otherwise in respect of the death of one or more persons arising out of the same accident or disaster is made in respect of the death of or injury to any person by or on account of the use of the vehicle and the Insurers elect to reserve their right to determine whether or not such claims relate to the death of or bodily injury to more than one person and if the Insurers do so elect and within the meaning of the definition of the term "relative" contained in section 2 of the Workers' Compensation Act 1958 (or in any enactment or amendment thereof) then whether or not such claims relate to the death of or bodily injury to more than one person shall be determined by the Insurers at any time the Insurers so desire take any proceedings in the name and on behalf of the claimant to recover the claimant's liability to the Insurers for the purpose of enabling the Insurers to take such proceedings and have the conduct and control thereof.

(20) After the publication of any action made pursuant to the provisions hereof and of every reference to arbitration as aforesaid—

(a) No action or action by way of damages, indemnity, contribution, or otherwise is or are brought in New Zealand arising out of the death of or bodily injury to any person caused by or through or in connection with the use of a motor vehicle in New Zealand owned by an Uninsured Defendant who has insufficient means for the satisfaction of any judgment or judgments and if having regard to the exceptions provided in subsection (4) of section 70 of the Transport Act 1949 the Insurers have in respect of any person entitled (hereinafter called the "Claimant") the amount of such judgment or where a part of the amount of such judgment has been recovered (including any sum that the Insurers shall have been indemnified if he had obtained Motor Vehicle (Third Party) Insurance under the Transport Act 1949) the Insurers will (subject to the provisions hereof and of every reference to arbitration aforesaid) set up and make satisfaction of the Insurers as to the Insurers showed by the provisions of these Articles of Agreement and the Claimant is accordingly prepared to assign the said maximum amount of £7,500 or £75,000 payable by the Insurers shall be reduced by the amount so recovered.

(21) It shall be a condition precedent of any payment by the Insurers in respect of the claim of the Claimant that the Insurers shall have been indemnified against all claims arising out of one accident or disaster in respect of any claim or claims by way of damages indemnity or otherwise arising out of the death of or bodily injury to any one person.

(22) (a) No award shall be made in favour of the Insurers to the amount of any sum that the Insurers shall have been indemnified in respect of any such claim or claims arising out of the death of or bodily injury to any one person and if the Insurers are unable to recover the said sum for the purposes of satisfying the said judgment against the Insurers the judgment obtained against the Insurers shall be reduced by the amount so recovered.

(b) That all such defences may be set up as would be available in an action in a Court of law against the Insurers, the owner or other person mentioned in clause (7) hereof, and such defences shall have no power or jurisdiction to make an award in favour of the claimant in any such case.

(23) It shall be a condition of any payment by the Insurers in respect of the claim of the Claimant that the Insurers shall have been indemnified against all claims arising out of one accident or disaster in respect of any claim or claims by way of damages indemnity or otherwise arising out of the death of or bodily injury to any one person.

(24) If the Insurers shall have been indemnified against all claims arising out of one accident or disaster in respect of any claim or claims by way of damages indemnity or otherwise arising out of the death of or bodily injury to any one person the Insurers shall recover in any such proceedings and have the conduct and control thereof.

(25) If the Insurers shall have been indemnified against all claims arising out of one accident or disaster in respect of any claim or claims by way of damages indemnity or otherwise arising out of the death of or bodily injury to any one person the Insurers shall recover in any such proceedings and have the conduct and control thereof.

(26) If the Insurers shall have been indemnified against all claims arising out of one accident or disaster in respect of any claim or claims by way of damages indemnity or otherwise arising out of the death of or bodily injury to any one person the Insurers shall recover in any such proceedings and have the conduct and control thereof.

(27) In any case where the Claimant takes action and obtains judgment against an uninsured defendant without giving notice in the manner prescribed by clause (22) hereof the Insurers will pay to the Claimant the amount of such judgment provided the total amount payable by the Insurers