

Why Do I Want/Need a Waiver of Subrogation?

Ira Meislik of Meislik & Meislik, writing in the firm's **Ruminations** real estate law blog, examines the use of subrogation clauses in real estate leases in relation to insurance policies.

He states that the term "waiver of subrogation" is a misnomer when it comes to a lease provision.

"It is the insurance policy where the carrier waives its subrogation right. It isn't the lease that waives an insurance company's subrogation right. What the lease needs to do is waive claims. Secondarily, but importantly, a lease needs to require each party to have insurance policies that aren't invalidated by such a waiver of claims," he explains.

Read the article.