

## Coronavirus Challenging Times



*Wherever you are in the world you have already or will be experiencing the impact of the coronavirus and the measures being taken by individual governments to slow the rate of infection and save lives.*

**The insurance industry and, in particular, claims professionals are experienced in responding to catastrophes and helping society, both homeowners and businesses, to recover from damaging events. We do not yet know what role insurance will play in responding to the current crisis but we know that our members have expert knowledge, skills and experience to offer if required.**

### Collaboration with industry bodies

Your Institute has been in close contact with our industry partners including the Association of British Insurers (ABI), the British Insurance Brokers Association (BIBA), the Association of Insurance and Risk Managers (AIRMIC), Pool Re and the British Damage Management Association (BDMA). In addition, we have been in liaison with the Home

Office, HM Treasury, Members of Parliament and loss adjusting bodies across the globe.

The initial focus of this collaborative work has been to provide input into discussions and deliberations about what services are deemed to be “essential financial services”. The Financial Conduct Authority (FCA) has now published guidance on the steps firms should take to help identify key workers in financial services: [FCA key-workers-financial-services](#)

Your Institute will continue to play a role in explaining the work of our members, highlighting the expertise of Chartered Loss Adjusters in handling claims, plus our extensive experience in identifying practical solutions in catastrophe situations.

There have been requests for information about emergency access in the event of a “lockdown”. We are lobbying appropriately and will advise members of all information that we are privy to. At this time we understand the first priority of any government is the health and indeed the lives of the population first.

FUEDI, the European Loss Adjusting body, have been very active with lobbying regarding “essential visits” and “key workers”. FUEDI are collating

*Continued on page 2*



## FORTHCOMING EVENTS

*Advanced Diploma Technical Webinar*

**Wednesday 15th April 2020**

*ACS Workshop Webinar*

**Wednesday 22nd April 2020**

*Advanced Diploma Study Webinar 5*

**Thursday 23rd April 2020**

*BI Spotlight Webinar*

**Thursday 30th April 2020**



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information from across Europe and we will share this information as it may signpost possible future developments.

### Claims arising from COVID-19

The Institute is aware that there is a lot of discussion about insurance policy cover in relation to the coronavirus, in particular, whether business interruption policies will respond. We are grateful to the volunteers from our membership who are giving up their own time to examine policy wordings, research potential issues, debate points with other CILA members and consult with industry experts.

Members should be aware of the comments that have already been made by the ABI and the BIBA:

[ABI statement-on-business-insurance-and-coronavirus](#)

[BIBA coronavirus-information-for-business-customers](#)

### Adjusting to working from home

We know that many of you will now be working from home and making use of technology to progress claims. The Institute team are also working from home and are still available to contact via email or telephone. We appreciate that the adjustment to a more isolated lifestyle will be challenging for some of us and so we welcome news of any activities that you and your colleagues are doing to keep team spirits up. The CILA team “virtually” celebrated a team member’s birthday with a resounding rendition of “Happy Birthday” and we even had a candle that was “virtually” blown out! (We did ensure that it was fully extinguished afterwards to ensure there was nothing on fire that should not be....)

### Advice for CILA exam candidates

As already advised, we recommend that members reschedule any upcoming exam sittings as access to Pearson Vue exam centres is now extremely limited in many countries. We also recommend that members

review the expiry date of exam vouchers and seek an extension if there is less than 6 months until expiry.

We appreciate that it will be frustrating for members to rethink their timelines and plans for attaining a CILA qualification but our first priority is the health and wellbeing of individuals and their families.

### Continued learning & development

To ensure that our members are able to maintain their studies towards CILA exams and keep their knowledge up to date we will be moving to webinars for exam preparation and CPD activities. A special thank you to the volunteers from the CILA community who will be supporting us in continuing to provide learning and development activities for our members.

If you need anything from the Institute team in the coming weeks please do not hesitate to get in touch. The CILA Council and the CILA team wish all members a safe time ahead and we look forward to seeing you again at Institute events when the time is right.

# Focus on the CILA Advanced Diploma qualification

## Level 6 (Degree level)

*Have you got the CILA Diploma qualification and are wondering whether to progress to the Advanced Diploma level exams?*

**The Institute team know that many members hesitate at Diploma level and so we have made it our mission to help as many members as possible to successfully progress to Advanced Diploma level in 2020.**

### So, what does the Advanced Diploma qualification involve?

To obtain the Advanced Diploma qualification you must pass the following exams:

#### 1. AD1 - Application of the Principles of Insurance

3½ hour computer based essay exam comprising 5 questions from a choice of 6.

#### 2. AD2 - Adjustment of Claims

3½ hour computer based essay exam comprising 5 questions from a choice of 6. The AD2 exam includes questions which are relevant to particular types of insurance. In advance of the exam sitting, candidates are therefore asked to select an AD2 exam paper from a choice of: Property (Domestic), Property (Commercial), Liability, Business Interruption or Subsidence.

### How much will it cost?

The entry fee for each Advanced Diploma exam is £200 and so the total cost is £400.

### What are the benefits of attaining the CILA Advanced Diploma qualification?

Studying for the Advanced Diploma exams will equip you with a complete understanding of the principles of insurance and how these may be applied in the handling of claims. It is perfect for those who wish to handle more complex claims as part of their career progression.

You will be on course to being exceptional and just one step away from being a Chartered or Certified Loss Adjuster.

### Study support for the Advanced Diploma exams

The Institute are hosting a series of webinars in 2020 to help CILA members prepare for the Advanced Diploma exams. These interactive webinars will not only provide you with essential advice and guidance, you will also have the opportunity to attempt exam questions and get feedback from a CILA examiner. Find out more and register your place via the Events page on the CILA website.

The next webinars in the Advanced Diploma series will be held on:

23rd April

12th May

Don't worry if you missed the earlier webinars that were held in February and March, you can catch up by viewing the recordings:

### Introduction to the Advanced Diploma exams (AD1 & AD2)

#### Advanced Diploma webinar 2 (AD1)

#### Advanced Diploma webinar 3 (AD2)

#### Advanced Diploma webinar 4 (AD1)

### Revised Advanced Diploma syllabi from September 2020

We regularly review our exam syllabi to ensure that they are up to date and relevant to the daily work of our members.

The CILA Examinations committee recently completed a review of our Advanced Diploma syllabi, with input from those who participate in our Special Interest Group (SIG) committees. Revised syllabi will apply to all Advanced Diploma exams (AD1 and AD2) which are sat from 1st September 2020 onwards.

You can obtain a copy of the new Advanced Diploma syllabi on the CILA website.

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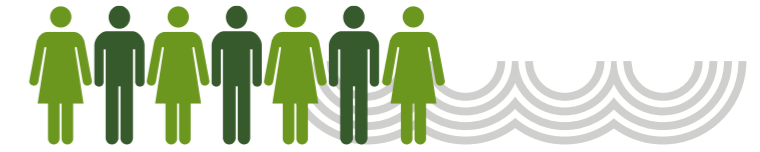
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# Qualification Success

*Elevations since the January 2020 edition of Claims Focus*



## Chartered and Certified members since the January 2020

• Melissa Cunningham	Marsh	• Stuart Morgan	McLarens
• Eloise Harby	QuestGates	• Stephen Sweeney	Davies Group
• Lesley Jacklin	Claims Consortium Group		
• Stuart Lean	Crawford & Company		

## New Advanced Diploma holders

• Paul Hawkins	Sedgwick International UK
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## New Diploma holders

• Alan Cameron	RSA	• Ruth Moate	Crawford & Company
• Katy Elliott	Claims Consortium Group	• Paradzai Mudimu	
• Paul Jones	AVIVA	• Matthew Thurley	
• Kerri Mabbutt	Crawford & Company	• Patrick Waweru	
• Laura McGowan	Direct Line Group	• Nicola Westworth	Crawford & Company

## New Certificate holders

• Shakil Ahmed	SJL Insurance Services	• Gavin Landon	Sedgwick International UK
• Robert Arnold	Sedgwick International UK	• James Littleboy	Crawford & Company
• Lindsay Baker	Hiscox Insurance	• Peter Missen	QuestGates
• Dawn Barlow	Sedgwick International UK	• Ayman Morrar	Whitelaw Loss Adjusters & Surveyors
• Naomi Barnes	Sedgwick International UK	• Alex Neave	AON Ltd
• Neil Best		• Hannah Norman	Sedgwick International UK
• Sebastian Bloxsome		• Aine O'Neill	
• Melissa Brailsford	Crawford & Company	• Rebecca Pughe	QuestGates
• Grant Bushell		• Simon Ralphs	
• Louise Coad	Sedgwick International UK	• Heather Roberto	Sedgwick International UK
• Angus Cottell		• Thomas Roberts	Sedgwick International UK
• Martin Donaghy		• Michael Simpkins	Sedgwick International UK
• Charlotte Duncalf	Sedgwick International UK	• Lewis Smith	QuestGates
• Karl Evans	McLarens	• Neil Stevenson	Sedgwick International UK
• Emma Gibbons	Sedgwick International UK	• Natee Thongpakdee	McLarens (Thailand) Ltd
• Patricia Hume		• Paul Waller	Sedgwick International UK
• Rayana Karim	Sedgwick International UK	• Sophie Ward	Pen Underwriting
• Christopher Knowles	QuestGates Ltd	• Linda Williamson	Sedgwick International UK

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# You are now entering Hong Kong Buckle up!

*If it isn't a protest, it's a typhoon, and if it isn't a protest or a typhoon, it's a new strain of coronavirus. Such are the events faced by the Hong Kong insurance market in recent years.*

**According to data compiled by the Hong Kong Federation of Insurance, the ongoing insurance claims generated by the 2019 protests carry a value of about £60M, ranking it as the third largest insured claims event in Hong Kong's history behind Typhoon Hato in 2017 (£85M) and Typhoon Mangkhut in 2018 (£287M).**

## Comparing the experience of typhoon claims to protest-related claims

The widespread typhoon damage and disruption in 2017 and 2018 generated a sudden surge in claim volumes posing resourcing challenges to the Hong Kong claims industry, typical of those that are universally faced in the wake of other global natural catastrophe events such as floods, earthquakes and bushfires. The typhoon claims handled were often very large and complex, with wide area damage and non-damage business interruption amongst the more challenging adjusting assignments. Thanks to a uniform market approach to typhoon coverage, if you had suffered typhoon

damage, policy liability was generally always satisfied in Property All Risk ("PAR") and Contractors All Risk ("CAR") policies.

The protest-related claims on the other hand initially generated low volumes and smaller claims, but the claims progressively increased in size and complexity as the peaceful and non-disruptive protests escalated into unprecedented displays of unrest across the city. In contrast to the conventional typhoon coverage contained within PAR and CAR policies, coverage arising from the protest-related damage has varied significantly, as has the circumstances giving rise to each claim.

## Malicious damage, riot, civil commotion, uprising or terrorism?

The varying nature of the incidents has resulted in different interpretations when determining whether an act of malicious damage has become a riot, and whether a civil commotion amounts to an uprising. In an insurance context, the decision is vital to determine whether policy liability engages.

For instance, one person in a crowd of a hundred thousand peaceful protesters throws a brick through a shop window. Further down the road, 20 people branch off and vandalize a government building. The former may be considered as an independent act of "malicious damage" and the latter

a "riot". Taking this one step further, if these incidents occur on a night that hundreds of other buildings are vandalised across the city, the streets are filled with tear gas and riot police exchange rubber bullets with petrol bombs as people chant anti-government slogans, is it appropriate to categorise these losses as a "civil commotion" or even "terrorism" in the context of an insurance policy?

The policy language of "malicious damage", "riot", and "civil commotion" is not typically defined, and different jurisdictions interpret these words in different ways. Taking riot as an example, **under the Hong Kong Public Order Ordinance (Cap. 245), any unlawful assembly can be deemed a riot if any one person taking part in an unlawful assembly commits a "breach of the peace"**. The threshold is low in comparison to the UK Public Order Act 1986, giving Hong Kong insurers wider discretion to define an act as a riot.

## Policy cover and wordings

Policies in Hong Kong are generally underwritten on an All Risks basis. Aside from standard All Risks exclusions, policies sometimes list "riot" or "civil commotion" individually as an excluded peril. The policy could also contain an absolute exclusion in

respect of Strikes, Riots and Civil Commotions ("SRCC" exclusion). Conversely, the Policy could be endorsed to provide cover for SRCC, but this usually includes language to exclude claims if the civil commotion has assumed the proportions of or amounted to an "uprising" and also provide restrictions in coverage such as excluding associated business interruption or any kind of consequential loss.

Although conventional "War & Terrorism" or "War/Civil War" exclusions within PAR and CAR policies do not usually list "strike", "riot" or "civil commotion" as separate items that are excluded outright, it will again often exclude a "civil commotion" that assumes the proportion of or amounts to an "uprising".

Perhaps unsurprisingly, the most comprehensive cover has been found by policyholders possessing a standalone **Political Violence (PV)** or **Political Risk (PR)** policy and PAR/CAR Policy. From a coverage perspective, the policies are designed to tailor to one another, and what one tends to exclude is generally covered by the other. As such, it becomes a matter for Insurers to decide which policy should respond based on a rational assessment of the facts of the claim.

Hong Kong is not prone to violent civil unrest, and the insurance industry and policyholders have been getting to grips with the scope of cover provided under standard PAR/CAR policies. It remains to be seen whether this risk will be removed from standard coverage completely in the future, but maybe on reflection of uninsured losses sustained, the future needs of the policyholder are better reflected in specialty PV/PR cover. These policies have been relied upon by policyholders when, for whatever reason, the PAR/CAR Insurers have declined coverage.

For loss adjusters, a one-size-fits-all approach to causation and policy liability has not been possible due to variations in policy wordings and because the events giving rise to claims have continuously evolved. Loss adjusters have therefore separately investigated each set of circumstances to consider the cause of each claim on its own merit under the requisite policy.

**James Grima**  
Director - Construction  
& Engineering  
Charles Taylor Adjusting  
(Hong Kong)

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## The 2019/2020 Australian Bushfires – An evolving catastrophe



*In the latter months of 2019 and early 2020, Australia battled with unprecedented bushfires. The extensive damage to property has of course led to insurance claims and the involvement of loss adjusters.*

Andrew Hodgkinson is based in West Perth and is a Regional Head for Charles Taylor Adjusting. Andrew has kindly written a paper on the

Australian bushfires of 2019/2020 to give CILA members an understanding of the incident and the considerations for those who are handling the claims.

The paper first explains how the landscape and vegetation within Australia leads to bushfires within certain regions. Reference is also made to climate change research and the increasing temperatures that are being experienced in Australia. Andrew then outlines the consequences of the fires and the insurance response, including action by the Insurance Council of

Australia. Loss adjuster challenges include access to properties, underinsurance, reinstatement requirements, policyholder trauma and other sources of funding (donations and Commonwealth Government).

This insightful paper can be found on the International SIG section of the CILA website or accessed via the following link: [The 2019-2020 Australian Bushfires – An evolving catastrophe](#)

**Read to gain 1 hour of CPD**



## Cannabis Farms – A growing problem

*The CILA Property SIG committee recently hosted a webinar on illegal cannabis farms and we are delighted to report that over 100 members joined this online interactive event.*

If you were unable to join the webinar, you can still learn about the subject by reading the associated CILA technical paper which was

written by the speakers. This can be found in the CILA Technical Library and on the Property SIG section within the CILA website.

The paper entitled “Cannabis Farms – A Growing Problem” explores the implications for insurance, including examples of how policies might respond.

Deon Webber, a forensic investigator with IFIC, explains the common hazards associated with cannabis farms and how police involvement

might impact the insurance investigation process. Paul Redington of Zurich and Toby Knight of McLarens provide the insurer and loss adjuster perspectives, highlighting potential coverage issues such as unoccupancy and tenant vetting procedures and the different perils that can operate, for example, fire, escape of water and malicious damage.

**Cannabis-farms-a-growing-problem**

**Read to gain 1 hour of CPD**

# With or Without Prejudice?

By Roger Franklin, Partner, Head of Insurance Litigation, Edwin Coe LLP



Roger Franklin

*It is a truth universally acknowledged, that a loss adjuster in defence of a fortune, must understand the basic principles of without prejudice privilege.*

**In practice that is not difficult, because the issue usually arises in the context of a dispute between an insured and insurer where offers and counteroffers are made which neither party wishes to be seen as admissions. However, what is the status of those communications in subsequent litigation involving a third party? For example, in the course of a subrogated claim?**

## The without prejudice rule

The standard formulation of the without prejudice rule is that it prevents statements made in a genuine attempt to settle an existing dispute, whether made orally or in writing, from being put before the

court as evidence of admissions against the interest of the party that made them. Where the rule applies, the statements are not generally admissible either in the substantive dispute or on questions of costs. “Admission” does not mean a formal admission, but comprises a statement made by a party against his or her own interest.

There can be a debate about when the rule applies. This issue will generally be decided on the facts of the case, but there has to be a real dispute and a genuine attempt to settle it. The use of the phrase “without prejudice” is a clear indication of an intention to apply the rule, but is not determinative. Similarly, the fact that a communication is headed “without prejudice” does not prevent that communication from being admitted in evidence. Thus, for example, an initial communication by a loss adjuster to an insured concerning the values at risk might not benefit from without prejudice privilege if no dispute had arisen at that stage.

The origins of the rule are largely based on public policy: the parties to a dispute are encouraged to resolve their differences without the intervention of the courts, and settlement discussions are facilitated if the parties can speak freely without fear that any admissions they make to try to settle the matter may be used against them should the settlement discussions fail.

There is authority for the principle that without prejudice communications cannot be referred to in a subsequent, connected dispute with a third party. In *Rush & Tompkins Ltd v Greater London Council* [1989] 1 AC 1280 it was held that “...the ‘without prejudice’ rule renders inadmissible in any subsequent litigation connected with the same subject matter proof of any admissions made in a genuine attempt to reach a settlement”.

## The Exceptions

There are, however, a number of important exceptions to the without prejudice rule which are relevant in the insurance context. For example, without prejudice communications have been admitted in evidence in the following circumstances:

- Where the issue is whether the without prejudice communications have resolved in a concluded settlement agreement.
- As evidence of misrepresentation, fraud or undue influence.
- Where a statement may have given rise to an estoppel.
- To explain delay.
- As evidence about the reasonableness of a settlement.

The exception concerning the reasonableness of a settlement is often referred to as the ‘Muller exception’ and derives from the case of *Muller v Linsley & Mortimer* [1996] 1 PNLR 74.

In *Muller*, the question was whether solicitors could obtain documents evidencing negotiations of a settlement by their client in circumstances in which the client had brought proceedings against them alleging that their negligence had caused the settlement to be at a lower level than it otherwise would have been.

The court held that the communications should be produced. The claimant had put the reasonableness of his own attempt to mitigate his loss in issue and therefore could not both assert the reasonableness of the settlement and claim privilege for the documents by which it was achieved. Accordingly, the without prejudice rule did not apply.

The *Muller* case proceeded on the assumption that it would be possible to separate material relevant to the issue of reasonableness of the settlement from material that went to the question of admission. Subsequent cases have questioned that assumption, not least because it is likely to be difficult to separate out statements without undermining the very privilege relied upon.

In *Briggs & Other v Clay & Others* [2019] EWHC 102 (Ch), the court concluded that, for the Muller exception to arise, it must be necessary for the material to be admitted in order to resolve an issue raised by a party to the without prejudice negotiations, in circumstances where this did not adversely affect the legitimate protection given to the negotiating party. The court concluded in *Briggs* that the content of the without prejudice material was inadmissible, but the fact of the without prejudice negotiations could be referred to.

## Conclusion

So where does this leave us? Notwithstanding that a number of recent cases post Muller appear to undermine the reasoning for it, Muller remains an exception that can be relied upon in certain circumstances. Those circumstances arise when a party to settlement negotiations has put those negotiations in issue in the subsequent proceedings, which means that he cannot say that the without prejudice discussions concerning those negotiations should be excluded.

Unfortunately, what exactly is meant by putting the negotiations in issue remains unclear. In the insurance context, where the insurer has entered into lengthy negotiations with its insured prior to reaching a settlement, it will be the defendant party to the subrogated claim that puts the negotiations in issue, usually in relation to an argument that the claimant has failed to mitigate its loss. In that scenario, it is unclear why the protection of without prejudice privilege should be lost when the fact of the agreement is not in dispute and the documents surrounding it are properly disclosable.



# Statutory Register of Judgments, Orders and Fines TrustOnline

Registry Trust recently became *sponsors* of the CILA Anti-Fraud Special Interest Group and in this article they explain who they are and how loss adjusters can make use of their TrustOnline service.

## What is the role of the Registry Trust?

**Registry Trust** is a not-for-profit company established in 1985 to work in the public interest to maintain the statutory Register of Judgments, Orders and Fines for England and Wales on behalf of the Ministry of Justice (MoJ). The organisation also maintains similar Registers for Scotland, Northern Ireland, Republic of Ireland, the Isle of Man and Jersey by agreement with the authorities in those jurisdictions.

Registry Trust is the home of public data on monetary judgments in the UK.

The information on the Registers is used by businesses to make informed decisions and by lenders to decide whether to give credit or loans. Our intention is to use and share judgment data for public good, to promote responsible lending and borrowing, inform business decisions, inform public discussion on the economy and household finances, and empower consumers. Over the past 35 years, the organisation has grown organically, developing products and services which feed into our core mission of 'public data for public good'.

## What information is held on the Registers?

The information on the Register comes to us directly from the courts; last year we processed over 1.6 million records. 2019 saw a record number of County Court judgments issued against consumers, doubling levels seen eight years ago.

The information that appears on the Registers are:

- Name of the defendant
- Date of birth - where one has been supplied (England and Wales only)
- The court name
- The case number
- The date of judgment
- The amount of the judgment
- The date of satisfaction if the judgment has been paid in full

Judgments are held on the Registers' for a period of six years.

## What is TrustOnline and how can it assist loss adjusters?

**TrustOnline** is operated by the Registry Trust and provides businesses and members of the public with access to the UK's official statutory Register of Judgments, Orders and Fines.

Organisations are able to verify that the information regarding judgments on a claim application is accurate and assess the risk exposure.

As the original source of the data, you do not need the permission of the individual or company to undertake a search of the Register, and the service does not leave a footprint of the search when it has been completed.

Performing due diligence checks also allows your company to make an informed business decision when hiring a new employee or taking on a new supplier. Last year judgment data was used in 224 million business decisions.

Visit the TrustOnline website to learn more:  
<https://www.trustonline.org.uk/>

Email: [business@trustonline.org.uk](mailto:business@trustonline.org.uk)



## Offer to all CILA member firms

**An alternative to on-site inspections  
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Video technology can help the insurance industry to virtually survey property claims for customers who are self-isolating during the coronavirus pandemic.

**Qlaims Limited is offering its secure video-streaming platform free for thirty days to any CILA member firm which would benefit from visiting a customer remotely.**

Unlike Zoom, Facetime What's App etc, we can provide you with a professional video-streaming solution that has secure storage of all footage taken, geo-locate of the receiver's IP address, and a remote measurement system

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- Our direct video-streaming can be provided to the customer, via our app, enabling them to take footage or stills, which can be sent directly to a desk-based claims adjuster or handler.
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- Again, when permitted, we also have a national network of over 450 locally based CAA approved drone pilots who can also take footage of critical or major losses via our App. These are also volunteers have also been briefed on the safety measures currently enforced by us.

*"Technology will help us all to deal with property claims whilst following government advice on maintaining social distancing. The coronavirus pandemic is going to fundamentally change the way we interact with customers for quite some time, but it won't stop property claims from happening. We hope that this offer will assist the industry to maintain customer service during a very difficult period."*

**Jon Mainwaring, Chief Technical Officer**

Please contact Jon for more information  
email [jmainwaring@qlaims.com](mailto:jmainwaring@qlaims.com) or call +44(0) 203 927 7410

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# Underinsurance on listed buildings



*Our Property and High Net Worth SIG committees would like to hear from CILA members who have encountered underinsurance on listed buildings claims. The committees are looking to understand how frequently underinsurance is encountered, how issues have been resolved in practice and whether members think that loss adjusters have a part to play in presenting these issues to insurers and brokers to assist in setting the sums insured.*

Andrew Bussey, Director and Chartered Surveyor at Smithers Purslow, outlines some of the issues that he has experienced in relation to listed buildings claims:

### **Typically repair rather than demolition and rebuild**

If a listed building sustains major damage it is possible to get the protection removed via the statutory bodies which might enable demolition and rebuild to be lawful and desirable. More often than not, such applications are impossible or refused, and a policy holder will have little option but to repair the damaged property on a like for like basis using expensive heritage techniques and materials.

### **Complexities of emergency works**

In some instances, the value of such repair work outweighs the sum insured and this is even the case if the sum insured has been correctly calculated at policy inception and kept up to date. For example, completing emergency works on a listed building

that has sustained a fire to protect the retained fabric, followed by intricate propping and delicate structural repair works could outweigh far simpler mass demolition and rebuild tasks.

### **Impact of VAT**

Furthermore, a major factor in this is incurring VAT. Mass demolition and rebuild of a domestic property is currently exempt but repair works to the same building will attract 20%. This alone is often enough to take an insurance-funded repair scheme over a correct sum insured. If insurers' liability is restricted to that sum insured then this leaves the policy holder with a shortfall of funds, even when they have taken all appropriate action to insure the building correctly.

Please email [alison.gamble@cila.co.uk](mailto:alison.gamble@cila.co.uk) with your comments and experience of underinsurance on listed buildings.

Smithers Purslow are supporting sponsors of the CILA Property SIG and we are grateful for their insight into this topic.