

EDITORIAL

Another year has passed and 1989 is upon us. For BILA 1988 has been a very successful year culminating with our Third Annual Conference & AGM on 19th September last. Those of our members who attended hopefully enjoyed the occasion, which appears to grow from strength to strength. Those unable to be present will have realised what they missed by reading Ken Cannar's excellent account of the day's events in the Post Magazine. Our most grateful thanks to Ken for providing such excellent publicity for the Association.

In this issue we concentrate almost entirely on the papers given at the Conference & AGM when we were most privileged to hear Sir Gordon Borrie, Director-General of Fair Trading, talking about his role with regard to consumer protection with particular reference to the Financial Services Act. We publish his paper in full together with Professor John Adams' thought-provoking paper on Property Insurance Law delivered in his usual forthright manner and much appreciated by members. The afternoon session consisted of a number of 'Updates in Insurance Law' and we include four of the five presented. The fifth paper involved a marine case which is to be heard in the House of Lords and therefore cannot be referred to here.

Elsewhere in the Journal we are delighted to welcome a paper from Tony O'Dowd, one of our members, who is Assistant Manager of Lloyds' International Dept., on the subject of the proposed EEC Directive on the winding-up of Insurance Undertakings.

Regretably, owing to lack of space, we shall only be able to publish part II of Roger Doulton's paper, carried over from our September Edition, in our May edition together with further contributions from Nick Stanbury and John Goodwin. I am only too sorry that there has to be a limit to the size of the journal.

It is interesting to note that a holiday maker in Spain was ordered to pay £350,000 in damages arising from jaywalking, which caused an accident. Fortunately he was insured, as were two elderly ladies who caused a fire in a hotel in Malta some years ago where their insurers had to put up a bond for a similar amount before the ladies were allowed to return home. How important it is therefore not to travel abroad without adequate travel insurance which still remains relatively cheap.

Finally, please make a note in your diaries of an additional Luncheon meeting on 26th April '89 at the usual time and venue when a paper will be given by Peter Hopkins, a Solicitor from Sydney, on the subject of Strict Product Liability and Insurance in Australia: Recent Developments. Please also note that the speaker at the Chairman's

Luncheon on 13th June 1989 will be Mr T.J. Palmer, Group Chief Executive of Legal and General.

D.G. COLE

THE 1988 AGM AND ANNUAL CONFERENCE Main Paper

INSURANCE AND PROPERTY

by Professor John Adams and Emeritus Professor of Law at
Queen Mary College, Director of Training,
Titmuss Sainer & Webb

I must begin by stressing that I speak to you as a property lawyer who knows a little insurance, not as an insurance lawyer who knows some property. Perhaps the fact that one or other of those states of affairs is the common situation accounts for some of the obscurities that I shall discuss. The problems are then confounded by the unhappy situation that reform may lie largely with Parliament which is ignorant in large measure in both areas, and significantly not interested to boot.

Does the 1774 Act Apply?

My first comment is whether we should still after more than two centuries have to remain in doubt whether or not the Life Assurance Act 1774 applies to property insurance. We can then decide whether or not it ought to.

Surprisingly, the issue appears not to have been ruled on in the Courts till *re King* (1963)¹ when the issue was raised in Lord Denning's dissenting but, on this occasion, attractive judgment. The matter is dealt with in a few short sentences.

“You must remember that when you take out a policy of fire insurance of a building (as distinct from goods), you must insert in the policy the names of all the persons interested therein, or for whose use or benefit it is made. No person can recover thereon unless he is named therein, and then only to the extent of his interest. That is clear from the Life Assurance Act, 1774 (14 Geo 3 c48), ss. 2, 3 and 4, which by its very terms applies to ‘any other “event” as well as life.’ ”²

It must be remembered that in that case the insurance was in joint names and the