THE IMPACT OF INSURANCE* ON THE LAW OF TORTS

At one time it was customary for lawyers to ignore this subject completely. It was not permissible for a barrister to inform the court that the defendant in a traffic accident case was insured even though everybody knew that a criminal offence would be committed if he were not. But now it is quite possible to discuss the problem openly. Still there is a surprising amount of disagreement as to the effect of insurance. Such authorities as Dean Prosser[1] and Lord Devlin[2] fundamentally differ on its impact, one thinking that it has been very slight, the other that it has been great. A system of insurance has many advantages: society as a whole knows that those who are injured will not be left destitute, the victim is protected from financial ruin and the defendant benefits because a certain calculable and reasonable cost is substituted for the chance of ruinous loss through liability. Insurance removes the burden of paying damages from individual defendants and spreads it over the general body of premium paying policy holders. Insurance has therefore become the basis of an idea for increasing the spread of liability in torts. The Law of Torts should deal, in other words, not so much with the shifting of loss as between plaintiff and defendant, but with the distribution of loss throughout industrial society as a whole. Attention should be directed not only to who has the greater capacity to bear the loss, but also to who is in a position to administer it by passing it on to the public by way of increased prices which in their turn reflect the insurance premiums necessary. Liability insurance as a means of loss distribution sounds attractive. Its weakness becomes clear when it is realized that it is based on the previous proof of liability, i.e. fault or negligence, with all the difficulties of a common law action which that entails.

The matter will be discussed under the following seven headings:

1. Employers Liability
2. Motor Cases
3. Other cases of Negligence
4. Cases of Strict Liability
5. Libel and Slander
6. Miscellaneous Torts
7. Assessment of Damages

---

* This paper forms the basis of an address given to the Association on 30th March, 1966, by Professor R. F. V. Heuston, M.A., LL.B., Professor of Law at Southampton University and current editor of Salmond on the Law of Torts.

1 Handbook of the Law of Torts (1964), P. 569.

2 Samples of Lawmaking (1962), P. 100

1. Employers Liability

The normal prudent employer today takes out a policy to protect him from the consequences of being held vicariously liable for the torts of his servant. But there is another aspect of this branch of the law which I should like to consider in more detail because it reflects in a most interesting way the interaction of law and changing social conditions. It is the heading of the law which provides a remedy for the personal negligence of a master to his servant for failure to provide a safe system of work or safe premises. Before 1945 a workman who had suffered injuries in the course of his employment was subject to certain disabilities. First, he was obliged to elect between his common law claim and his statutory right to compensation under the Workmen's Compensation Act. Secondly, he might be defeated by the defences of common employment or contributory negligence. Hence, there was undoubtedly a tendency to interpret the law in the way most favourable to the injured workman. Having invented the defence of common employment the courts almost at once began to regret it and to develop the theory that a master owed to his servant a personal duty which could not be delegated to take reasonable care for the safety of that servant. All this was reaffirmed and restated in the great House of Lords decision of Wilson's and Clyde Coal Company v. English[3]. So until 1948 when common employment was abolished it could reasonably be said that an injured workman was sympathetically heard in the courts. But since the abolition of common employment the courts have emphasized that a servant is now in no different position from any other plaintiff. He must establish fault on the part of the defendant. "It does seem to me that the notion which has grown up that whenever anybody suffers injury he must necessarily be able to get compensation from somebody else must not be encouraged" (Harman J. in Cooke v. Kent County Council[4]); similar statements may be found in many other decision in the early 1950s.

Another aspect of the law which shows the effect of change in the social conditions is the development of the theory that there is an implied term in the contract of service that the servant will take reasonable care not only of his master's property, but also generally in the performance of his duties. Hence, if the servant breaks this obligation his employer has a cause for breach of contract to recover damages for such loss as is not too remote a consequence of the breach. The damage which the master has suffered may be either physical (as in the Merle Oberon case, Digby v. General Accident Fire and Life Assurance Corporation Ltd.[5]) or financial e.g. the sums which the master as

---

[3] (1938) A.C. 57.

[4] (1949) 82 Ll. L. Rep. 823

[5] (1943) A.C. 121.

vicariously responsible for his servant's tort has paid to third parties injured by such a tort committed in breach of the implied contractual obligation. Thus in Lister v. The Romford Ice and Cold Storage Company[6] the appellant and his father were employed by the respondents. One day Lister junior in the course of his duties as a lorry driver knocked down Lister senior who was acting as his mate and had just dismounted from the lorry. Lister senior recovered damages for his personal injuries from the respondents as being vicariously liable for the tort of Lister junior. The respondents' insurers in virtue of their right of subrogation instituted proceedings against Lister junior to recover the damages and costs which had been paid to his father, a sum totalling £1,600. The House of Lords held that the respondents, whose rights were of course neither greater nor less than if they had not been insured, were entitled to succeed. The House refused to accept the appellant's argument that a term should be implied in his contract of service to the effect that he was entitled to the benefit of any insurance taken out by his employers. This decision threw many into a state of alarm. Apart altogether from the feeling that it was unfair for an insurance company which had accepted a premium for a particular risk thereafter to attempt to recover the sums which it had duly paid out under the policy, it was also plain that many grave difficulties of labour relations might apply if such actions became common. An inter-departmental committee reported on the matter in 1959 and stated that there was now a gentlemen's agreement amongst insurance companies not to take advantage of the decision in Lister. The law of England on this matter is therefore in a curious state. The House of Lords has definitely given a right of recovery to employers and their insurers but equally clearly there is in practice no intent to exercise this right.

2. Motor Insurance

The Road Traffic Act, 1960 sections 201 and 203 requires every person who uses a vehicle on a road to take out a policy of insurance indemnifying him in respect of the death of, or bodily injury to, any person, caused by, or arising out of, the use of the vehicle on a road. Further, a third person who suffers bodily injury as a result of a tortious act of the assured, is by section 207 given a direct right of action against the insurers. These provisions can be traced back to 1930 and when they were first introduced undoubtedly represented a valuable safeguard to the users of the highway and a considerable advance on the law of other countries. Unhappily in insurance law, as in technology generally, England appears to have failed to keep pace with the times.

Defects of the present system stem mainly from the fact that it is not intended to provide universal compensation, but only compulsory cover for negligence. Hence the injured person must still be prepared to embark upon the lengthy and difficult process of an action at common law in order to establish fault on the part of the driver of the vehicle as a condition precedent to recovery. Four particular disadvantages of

---

[6] (1957) A.C. 555.

this may be mentioned. First, there may be no duty to insure against the loss which has in fact happened. For example, the accident may have occurred on private land as distinct from a public highway or the plaintiff may be a passenger in a vehicle. Hardly an assize goes by without one of the judges referring to this gap in the law and asking for Parliament to introduce amending legislation. But some years ago when it was proposed to make it compulsory for motor cyclists to insure their pillion passengers, the reaction from professional organizations representing motor cyclists was so strong that the bill had to be dropped. It appeared that no insurer would cover a motor cyclist in respect of liability to his passenger without requiring a premium in the range of five to twenty-four pounds and in all probability the figure would have been nearer the higher end of the scale. So it is interesting to note that law reform may be blocked not because of opposition on the part of old fashioned lawyers, but because those who use the law (as it were) do not want it to be reformed. It is also worth mentioning here that the recent investigation conducted by WHICH[7] showed that the variety of cover provided by the policies of different insurance companies was truly remarkable and that many comprehensive policies were in truth not comprehensive at all because there was an upper limit to the cover granted, e.g. £2,000 in the case of a passenger.

Secondly, it may not be possible to identify the driver of the vehicle which has done the harm. In 1946 the Motor Insurers' Bureau was created to fill this gap. This Bureau, which represents the leading English insurance companies, entered into an agreement with the Ministry of Transport under which it undertook to satisfy unsatisfied judgments in respect of any liability required to be covered by a policy of insurance. It should be noted that in *Hardy v. Motor Insurers' Bureau*[8] the Court of Appeal held that the third party was entitled to sue in such a case even though the driver himself could not have been able to recover under the policy because he had committed a felony. The court also pointed out that the Motor Insurers' Bureau was not in the habit of taking the point, which under a decision of the House of Lords it is entitled to take, that it was under no legal liability to the injured third party because of the doctrine of the English law of contract that no third party can acquire a right under a contract. The Motor Insurers' Bureau has also undertaken ex gratia payments in the case of a hit and run driver, but such compensation is a matter of discretion and an injured party may not necessarily obtain a payment on the scale to which he would have been entitled by way of damages.

Thirdly, the driver of the offending vehicle may be identified, but the plaintiff fails to prove fault on his part. It is well known to practitioners that even assuming that all the witnesses are telling the

---

[7] January, 1966.

[8] (1964) 2 Q.B. 745.

strict truth the recollection of times, speeds and distances in a motor collision which occurred perhaps four to five years ago, is apt to be blurred. At the end of a lengthy trial a court may hold, or feel so obliged to hold, that the plaintiff has failed to show that the defendant was at fault, or perhaps that the plaintiff was guilty of contributory negligence amounting to eighty per cent. Yet however great the plaintiff's contributory negligence, his loss and the loss of society is the same.

Fourthly, the plaintiff may be deterred by the length and expense of possible litigation and accept instead inadequate compensation in settlement of his claim.

What can be done to remedy these defects? In recent years much thought has been given to the matter in various jurisdictions in the Commonwealth and the United States of America, but it can truly be said that it is only in the last year or so that proposals for reform have begun to make much headway in England. These proposals have received support from no less a person than the Lord Chief Justice, Lord Parker of Waddington[9], and the new Law Commission is also investigating the whole problem. Broadly speaking what is proposed is the abandonment of the existing system of liability insurance under which potential defendants insure themselves and the adoption of a system of loss insurance under which potential plaintiffs insure themselves. No doubt it would be possible to have a system, such as has grown up for the compensation of victims of crimes of violence, under which the Exchequer compensates such persons without the payment of any premium on their part, the cost being borne by the general body of tax payers. But compensation to victims of crimes of violence costs approximately one million a year, whereas the figures available for motor insurance show that no less than one hundred and ten million pounds a year is paid out in respect of such claims, so that clearly the Exchequer would need contribution from motorists themselves if such a scheme is to be workable.

Loss insurance already exists in England for industrial injuries. The workman recovers benefit from an administrative agency because the accident has happened in the course of the employment and the premiums (or, more properly, weekly contributions) have been paid to cover just that eventuality. Payment is made directly to the injured person and not to an insured who has become legally liable to a third party. To put it another way, the loss itself is compensated and this is done directly by way of payment by an administrative agency to the injured party - or to his relatives if he has been killed. This system has the advantage that a certain payment is obtained by an injured party irrespective of the degree of contributory negligence. Injured parties would of course have to accept compensation on a limited scale rather like the benefits now payable for industrial injuries. A potential

---

9 See his lecture in (1965) Current Legal Problems 1.

plaintiff who felt that the benefit so payable would be inadequate (for example, a concert pianist) should protect himself by taking out his own personal accident policy.

The function of deterring dangerous drivers by imposing criminal penalties upon them or requiring them to pay compensation to the Exchequer should be the subject of entirely separate proceedings. This is the procedure which the Government of Israel are understood to be considering at the present moment. For any really serious misconduct causing a road accident invariably also implies the commission of a criminal offence. It is in connection with the punishment for such an offence and within the criminal proceedings themselves that the guilty party should be adjudged to pay compensation. So far as the State is concerned a substantial fine collected from the defendant in the case of serious disregard of the traffic laws is a more appropriate way of throwing on that defendant some of the burden which the State has undertaken of satisfying the claim of the injured party.

3. Other cases of negligence

In Roe v. The Minister of Health[10] the plaintiff had been injected with nupercaine, a spinal anaesthetic, by a specialist anaesthetist in order to undergo a minor operation in 1947. The nupercaine was contained in glass ampoules which were in turn kept in a jar of phenol. Some of the phenol percolated through cracks in the ampoules and contaminated the nupercaine. As a result the plaintiff was permanently paralysed below the waist. The cracks in the ampoules were not detectable by ordinary visual or tactile examination. This was a risk which was first drawn to the attention of the profession in 1951: it would not have been appreciated by an ordinary anaesthetist in 1947. "Nowadays it would be negligence not to realize the danger but it was not then" (Lord Denning). It is, of course, customary for doctors to insure with the Medical Defence Union which has a membership of some fifty thousand. In 1962 it paid out £79,000 in settlement of claims referring in its annual report to "many deplorable blunders" in operations during the previous year. In 1965 the annual report stated that there were more genuine claims than there had been previously and this was ascribed to the facilities provided by free legal aid. It is probable that the Medical Defence Union do much to improve the standard of care in hospitals by circularising to their members the details of recent cases in which a particular course of practice has been held to be negligent, as in Roe v. The Minister of Health. Insurance therefore may help to improve the standard of care expected of the reasonable professional man.

---

[10] (1954) 2 Q.B. 66.

The field of law relating to liability for dangerous chattels, or products liability as it is called in the United States, might seem to provide many illustrations of the impact of insurance. It may be recalled that in 1932 in Donoghue v. Stevenson[11] the House of Lords held that a manufacturer of products which he sent out into the world in such a form as to show that he intended them to reach the ultimate consumer or user in the form in which they left him, without reasonable prospect of intermediate examinations, owed a duty to take reasonable care to that ultimate consumer or user. This decision was of great social significance in the era of mass packaging of domestic articles of food and drink and has undoubtedly been of considerable benefit to the ordinary patron of the supermarket. No doubt in practice the manufacturers found little difficulty in taking out cover against claims and it is interesting to note that in one of the leading American cases on the matter Escola v. Coca Cola 1944 a distinguished American Judge, Mr. Justice Traynor of the Supreme Court of California, specifically referred to insurance as a reason for imposing products liability on the manufacturer. No such reference, however, can be found in any English case and indeed on one occasion in the House of Lords, in a case dealing with liability for defective tools supplied to a manufacturer, Lord Simonds emphatically stated that the likelihood of the manufacturer being able to insure was no reason for imposing liability on him[12]. It is also interesting to note that in one of the few studies which have been made of the practical impact of insurance on the law of torts, the author found that there was little evidence to support the view of Mr. Justice Traynor in Escola v. Coca Cola (See Dickerson, Products Liability and the Food Consumer, Boston 1951).

The scope of recoverable economic loss since the House of Lords in Hedley Byrne v. Heller & Partners Ltd.[13] imposed liability for statements carelessly made where there had been an assumption of responsibility for the correctness of that statement by its maker remains uncertain. In Weller v. The Foot and Mouth Disease Research Institute[14] it was decided that the Hedley Byrne case had not made reasonable foresight the sole test of liability for economic loss and the decision in Simpson v. Thomson[15] was reaffirmed. In that case the House of Lords had held that there was no independent right in insurers to maintain in their own name and without reference to the party insured an action for damages to the thing insured. Reasonable foresight is therefore not the test in relational interests - the duty is owed only to those whose personal

---

[11] (1932) A.C. 562.

[12] Davie v. New Merton Board Mills (1959) A.C. 604, at 627.

[13] (1964) A.C. 465.

[14] (1965) 3 All E.R. 560.

[15] (1877) 3 App. Cas. 279.

property may foreseeably be injured by failure to take the care required by the law. The significance of this decision for insurers can hardly be over-estimated; it is interesting to note that it is understood at the Bar that the plaintiffs intended to appeal against the decision of Mr. Justice Widgery but the defendants, no doubt motivated by their insurers, induced the plaintiffs to abandon their appeal in consideration of the payment of a sum by way of compensation.

Another unsettled problem in this field is the position of members of the Bar. The traditional immunity from suit of a barrister in negligence has been challenged in Rondel v. Worsley[16] in which Mr. Justice Lawton held that an advocate, whether barrister or solicitor, was still protected from liability in respect of anything done in or about the proceedings in court, but it has been left open whether a barrister might be liable in negligence for an Opinion given in Chambers or perhaps, as he was in the fifteenth century, for failure to attend at court after having accepted a brief. It is understood that many sets of Chambers in the Temple have taken out insurance cover on a Chambers basis.

Finally one may pose some general questions of negligence and insurance. How far do insurers prefer to settle than litigate? What is the nuisance value of claims? How many claims are fraudulent or unreasonably inflated? One must also ask how far the increasingly elaborate and sophisticated rules laid down in the judgments of the Superior Courts in fact influence either the conduct of the reasonable man or the conduct of the reasonable man's insurance company? There can be little doubt that the reported cases on negligence represent only the tip of the iceberg and one would like to have much more information about how claims are dealt with in practice. Finally, does this settlement of claims only buy off nuisances or does it also obtain the goodwill of both plaintiff and defendant? Is an insurer rather like the well-known multiple store which has the policy of exchanging goods without question in order to retain the goodwill of the client?

4. Strict Liability

Here there are three headings which may be considered briefly.

(i) Liability under Rylands v. Fletcher

(ii) Liability for Animals

(iii) Liability for Fire

(i) Actions under Rylands v. Fletcher are indeed rare today. It is worth noting that the Nuclear Installations Act 1965 deals with

---

[16] (1966) 1 All E.R. 467.

the obvious problem of the escape of nuclear radiation by providing a government approved insurance fund with a limit to cover for any one catastrophe of five million pounds. In practice, the insurance market deals with unusual catastrophes on a vast scale, e.g. hurricanes in North America, by the practice of reinsurance but no doubt in this particular case the government felt that reinsurance might not be an adequate safeguard to the public and to the insurance profession.

(ii) Animals

It is understood that in general there is little difficulty in procuring cover at a reasonable rate for damage done by animals either under a farmer's public liability policy, or under an ordinary householder's policy. But itis legitimate to ask what would be the effect of the abolition of the rule in Searle v. Wallbank[17], in which the House of Lords held that the occupier of premises adjoining a highway is under no duty to prevent his domestic animals not known to be dangerous from escaping on to the highway and causing injury to users of it. The pressure for abolition of this peculiar exemption from responsibility is at present very strong and if the reformers have their way those who own cows or horses or dogs in premises adjoining the highway may be faced with heavy claims for damages. Yet the smaller domestic animals such as dogs cannot reasonably be prevented from straying by any fence or hedge of a usual kind and it could hardly be expected that a dog should be kept tied up all day.

(iii) Liability for Fire

Liability here has been strict since the earliest days of the common law. An interesting recent case showing the impact of insurance on this branch of the law was Sturge v. Hackett[18] in which no less than £40,000 depended upon the interpretation of a particular clause in the policy, a normal householder's comprehensive policy. It provided cover against "all sumsfor which the assured as occupier may be legally liable". The assured negligently caused a fire in a large country house and claims for damages totalling £50,000 were made against him. He claimed on his policy and the underwriters argued that he was not liable in his capacity as occupier for the escape of his fire, but only in a personal capacity. It was in their interests to do so as the cover for personal liability under the policy was limited to £10,000, but the Court of Appeal held that one was liable in one's capacity as occupier for the escape of fire.

---

17 (1947) A.C. 341.

18 (1962) 1 W.L.R. 1257.

5. Libel and Slander

The Defamation Act, 1952 section 11 provides that policies of indemnity against the consequences of libel "shall not be unlawful unless at the time of publication the (defendant) knows the matter is defamatory, and does not reasonably believe there is a good defence to any action brought upon it". There appear to be no reported cases on this section so one may assume the law is working satisfactorily. In practice it is understood that those who insure authors or publishers against libel actions insist on the policy holder carrying the first 10% of any claim.

6. Miscellaneous Torts

There are some torts in respect of which insurance cover might be sought but very reluctantly given. For example, one can hardly suppose that trade union officials would find it easy to insure against liability for intimidation or conspiracy since the decision in Rookes v. Barnard[19].

Finally it would be interesting to know what has been the experience of insurers of the working of the Law Reform (Husband and Wife) Act, 1962 which permitted spouses to sue each other in tort. A distinguished American authority on torts, Dr. Larson, has commented that "nothing brings two people together like a common desire to get something out of one's insurance carrier"[20], and the American experience at any rate goes to show that fraudulent or inflated claims are frequent enough in actions in the family. Some States positively prohibit actions between parent and child or vice versa, but the English tendency is certainly in the opposite direction.

7. Assessment of Damages

A number of recent decisions have emphasized that the object of the law of torts is to provide compensation for the plaintiff and not to punish the defendant. In particular there is now a line of cases to the effect that collateral benefits should be taken into account to limit compensation to the plaintiff solely to what he has lost. This at once gives rise to the question what is the position in the present law of Bradburn v. The Great Western Railway[21] in which the Court of Exchequer held that the proceeds of an accident insurance policy need not be deducted in an action by a living plaintiff. This is a decision which has stood for a century but the recent cases throw some doubt on its continued vitality.

---

[19] (1964) A.C. 1129.

[20] (1940) 4 Wis. L. Rev. 467, 499.

[21] (1874) L.R. 10 Ex. 1.

Some of the reasons for regarding damages as compensatory and not punitive are, first, in most cases they have to be paid by the defendant's employer, and secondly, going one stage further back, that in most of those cases they will have to be paid by the employer's insurance company "which, if it is to remain in business, will recoup the amount awarded against the defendant from its premium income obtainable from the general body of its policy holders - the whipping boys of the twentieth century" (Browing v. The War Office[22] per Diplock L.J.). An additional reason put forward by some is that accident prevention should be left to the criminal law and safety campaigns and not be part of the function of the law of torts, which should concentrate solely on compensating the plaintiff for what he has in truth lost.

Four reasons have been given at different times for upholding the position in Bradburn. One, that the plaintiff has paid for the benefit in question and his thrift should not be penalised. Two, that the defendant should not profit from a benefit received by the plaintiff from a collateral source. Three, that the defendant's negligence is not in truth the causa causans of payment but merely the causa sine qua non. "It is not the accident, but his contract which was the cause of his receiving it", said Baron Pigott in the Bradburn case itself. Fourthly, it has been suggested in the High Court of Australia that the proper test is one of purpose rather than cause. Does the payer intend the payee to keep the sum in question and also retain for his own benefit any damages which may be awarded?

The decision in Gourley v. British Transport Commission[23] constituted the first great inroad on the principle that matters completely collateral should be disregarded. In the Gourley case the House of Lords held that income tax on earnings during the "lost years" was to be taken into account. In the Gourley case itself this made a difference of £30,000 to the damages awarded to the plaintiff. The basic assumption of the decision is that damages themselves are not taxable and that in the modern world it would be unreal for the court to close its eyes to the instance of taxation so as to give the plaintiff a windfall. Gourley itself dealt with a collateral liability which the plaintiff was spared rather than a collateral benefit received, but its principle has been held applicable to such cases. So in Browning v. The War Office[24] it was held that a disability pension must be deducted, in the Croydon Corporation Case[25] that sick pay must equally be taken into account, and in Parsons v. The B.N.M. Laboratories[26] that

---

[22] (1963) 1 Q.B. 750.

[23] (1956) A.C. 185.

[24] (1963) 1 Q.B. 750.

[25] (1957) 2 Q.B. 154.

[26] (1964) 1 Q.B. 95.

unemployment benefit was deductible. So if wages paid as of right, unemployment benefit and a pension must be deductible why not insurance money? It is not easy to see an answer to this, particularly if the emphatic remarks of the Court of Appeal in the Browning case are correct to the effect that one should look solely to what the plaintiff has lost in assessing his damages. Still there is a difference from the Bradburn case. In Bradburn the payment of premiums was voluntary, in the Parsons case at any rate it is compulsory for the very object of mitigating the damage arising out of unemployment - and moreover the employer himself has contributed to the premiums. In a sense unemployment benefit is rather like sick pay.

But Bradburn itself may be defensible on broader grounds. An accident policy is not an indemnity. Benefit is payable on a contingency according to a scale, not according to what the plaintiff has lost or to compensate him for loss of earnings or loss of earning capacity. "His right to receive the insurance money is not sufficiently closely connected with the actual loss caused by the defendant" as distinct from the consequences of that loss. In other words, the sum in question is not payable as compensation for loss caused by a tort. Indeed Lord Justice Diplock in the Browning case went so far as to say that a personal accident policy was rather in the nature of a wager. Or again it may be asked, even assuming that the plaintiff is to be compensated and the defendant is not to be punished, how is it punishing the defendant to refuse to give him the benefit of the injured party's prudence or thrift? In any event even if such policies were held to be deductible and the Bradburn case overruled they might still be of some benefit to the plaintiff - for the accident might not have been caused by a tort, or could not be proved to have been so caused, or the plaintiff might desire an immediate payment of money to alleviate the more pressing financial consequences of the accident.

A final argument against the reversal of Bradburn is that the Fatal Accidents Act, 1959 shows Parliament's deliberate intention that insurance monies and pensions should not be deductible in an action brought by the dependants of a deceased victim of a wrong. It would surely be absurd to have one rule for actions by living plaintiffs and another rule for actions by their dependants.

ISSUED BY THE BRITISH INSURANCE LAW ASSOCIATION
ADDRESS OF HONORARY SECRETARY
THE COLLEGE OF INSURANCE 30 WOODLANDS ROAD
SURBITON SURREY · ELMBRIDGE 7416