



JAMES FAIRBURN

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BIOGRAPHY

James joined BCLP as a trainee in 2012 and qualified into the Insurance and Reinsurance team in 2014. Acting primarily for insurers and reinsurers, James has been exposed to a broad range of issues and disputes, including:

Coverage:

- Reinsurance claims arising from major losses such as COVID-19, 9/11, volcanic eruption, and other catastrophes.
- Construction/property claims including from fire, water damage, and cladding/Grenfell-related issues.

- Financial lines claims relating to coverage available under professional liability, W&I and D&O covers.

Defence:

- W&I claims arising, typically, from alleged tax indemnity and/or accounting warranty breaches.
- Professionals, including solicitors and barristers facing negligence or conduct allegations.
- Insurance market, including alleged breaches of coverholder or binding authority agreements, and broker follow-on claims.

Advisory:

- To pension trustees and annuity providers on de-risking transactions structured using insurance and reinsurance policies.
- Policy wording advice, including redrafting products to ensure they were Insurance Act 2015 compliant.
- Due diligence on insurance and reinsurance programs, including trade credit and credit default products.

ADMISSIONS

- England and Wales

RELATED PRACTICE AREAS

- Business & Commercial Disputes
- Insurance: Corporate & Transactional
- Captive Insurance
- Financial Institutions
- Finance
- Insurance (Class Actions)
- Litigation & Dispute Resolution
- Complex Coverage & Claims Disputes
- Insurance

RESOURCES

PUBLICATIONS

[Fast track arbitration for insurance disputes: ARIAS rules under the spotlight](#)

RELATED INSIGHTS

Insights

Feb 13, 2024

English Court decides Covid-19 is a “catastrophe”

The English Court has, for the first time, considered the meaning of a “catastrophe”, as well as how Hours Clauses work in the context of non-damage business interruption losses claimed under two Property Catastrophe Excess of Loss Reinsurance Treaties. While the Covid-19 pandemic may feel like a distant memory to some, disputes about the recovery of Covid-19 losses continue to trouble many reinsureds and reinsurers. The two key issues considered by the Commercial Court in determining appeals from arbitration awards made in *Unipol Re v Covéa* and *Markel v Gen Re* may bring welcome, and valuable, guidance to those in the reinsurance industry debating these terms. Those underwriting or purchasing “catastrophe” covers may also want to carefully consider this judgment and whether the Court’s approach to the meaning of that word aligns with their coverage expectations.

News

Nov 10, 2023

BCLP names global group to partnership

Insights

Jan 19, 2023

Russia/Ukraine – what will be the impact of sanctions on (Re)Insurers?

Insights

Oct 19, 2022

Reinsurance: aggregation of COVID losses post-Stonegate

Insights

Mar 02, 2022

Corbin & King: Denial of Access clause and Composite policy cover for COVID-19

The Commercial Court has found in *Corbin & King Ltd v Axa Insurance UK Plc* that a Non-Damage Denial of Access (“NDDA”) clause responds to COVID-19 business interruption losses. Further, that where the policy provides cover by reference to the Insureds’ “business” where access to its “premises” was restricted, that the insured would be entitled to claim the sub-limit of cover in respect of each premises, for each lockdown or restriction. This decision, if upheld by appellate courts, could materially increase some insurers’ exposure to COVID-19 business interruption losses if they have underwritten comparable NDDA covers.

Insights

Feb 25, 2022

Is COVID-19 a Catastrophe?

When can Insurers avoid for non-disclosure?

Since the Insurance Act 2015 (the “IA 2015”) came into force on 12 August 2016, the Courts have not been called upon yet to interpret its provisions. *Jones v Zurich Insurance Plc* handed down on 18 May 2021, considers the interpretation and application of certain provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 (the “CIA 2012”), some of which are materially the same as comparable provisions in the IA 2015. *Jones* also gives insight as to the nature and extent of evidence that would be required for an insurer to be entitled to avoid a policy for breach of the IA 2015 duty of fair presentation.