

CML Seminar Series: Fair Presentation of the Risk in the Twenty-First Century

28 August 2025
The Executive Centre, Level 4 Ocean Financial Centre
10 Collyer Quay, Singapore 049315



On 28 August, the Centre for Maritime Law (CML) marked the start of the new academic year with a seminar session titled 'Fair Presentation of the Risk in the Twenty-First Century' at The Executive Centre, Level 4, Ocean Financial Centre. Professor James Davey, a Professor of Law at the University of Bristol and President of the British Insurance Law Association, delivered the seminar, which was attended by 23 legal practitioners and shipping professionals. Professor Stephen Girvin, MPA Professor of Maritime Law and Director of CML moderated the seminar.

Professor Davey began with an introduction on the various choice of law arrangements adopted by the marine insurance industry, including a hybrid approach where the statutory regime of the Insurance Act 2015 (UK) is applicable to the extent that it is consistent with the Marine Insurance Act 1906 (SG), as exemplified in *PT Adidaya Energy Mandiri v MS First Capital Insurance Ltd* [2022] SGHC(I) 14.

Professor Davey then presented an overview of the changes brought about by the Insurance Act 2015 (UK). The first change he covered was the format of the presentation of information: s 3(b) now requires the insured to present the information 'in a manner which would be reasonably clear and

accessible', a direct response to the practice of data dumping. A welcome change was the method for determining what constituted actual knowledge and constructive knowledge of the insured and the insurer, ss 4 and 5 of the Insurance Act 2015 (UK) respectively. The most significant shift from the Marine Insurance Act 1906 (SG) to the Insurance Act 2015 (UK) is the shift from a default avoidance *ab initio* remedy to a discretionary remedy that depends on the facts of the case.

Professor Davey subsequently took participants through a handful of recent decisions that showcased how courts have dealt with the question of inducement, paying particular attention to both the first instance and Court of Appeal decision of *Delos Shipholding SA v Allianz Global Corporate and Speciality SE (The Win Win)* [2025] EWCA Civ 1019. He opined that Mrs Justice Dias' readiness to assume a change of behaviour during negotiation was something that the Law Commission did not consider in its amendment of the Insurance Act 2015 (UK). While the Court of Appeal decided the appeal on a separate point, it expressed, obiter, that a simpler approach should be taken. This obiter statement seemingly went against the reactive approaches taken in earlier cases such as *Drake Insurance Plc v Provident Insurance Plc* [2004] QB 601, *Berkshire Assets (West London) v AXA Insurance UK plc* [2021] EWHC 2689 (Comm) and the obiter pronouncement in *Glory Maritime Co v Al Sagr National Insurance Co (The M/V Nancy)* [2013] EWHC 2116 (Comm). Finally, Professor Davey explained that the decision of *Niramax v Zurich Insurance* [2021] EWCA Civ 590 seems to have muddled the waters on the applicable standard of causation for inducement as the Court of Appeal held that the lack of fair presentation must be an effective cause of the inducement, not a mere but for cause, contrary to the wording of section 8 of the Insurance Act 2015 (UK).

The seminar concluded with a question-and-answer session, during which participants candidly discussed the effectiveness of the amendments to the Insurance Act 2015 (UK), in particular, the reactive approach of the courts when determining inducement.

