

Insurance & Reinsurance Law Update



Contents

Marine	Held to ransom	1
	Making heavy weather of it	1
Business interruption	Loss in a closed city	2
Inducement	"It wasn't me, My Lord"	3
Footnotes for brokers	Don't tell – do advise!	3
Reinsurance	An appealing decision	4
Fraud	Playing forfeits	4
Third parties	Third Party (Rights Against Insurers) Act 2010	5
Reform	Do as you would be done by	6
Judgewatch		6
Ince news		6

E version of Insurance & Reinsurance Law Update

The Update is available to clients of the firm both in hard copy and electronically. If you wish to receive it by email in PDF form with links to the articles you select, simply send an email, from the e-address at which you wish to receive it, using the subject line "E-Insurance Subscription."

A number of readers photocopy the Update for members of their team. If you wish us to arrange e-delivery to that team, please include a full list in your e-mail, using the subject line "E-Insurance Group Subscription."

Stop Press

For piracy aficionados, copies are available of our case note on the decision in the Cosco Bulk Carrier case (*The Saldanha*) concerning charterers' ongoing liability under the NYPE 46 form for hire during periods of seizure.

In all cases, please send your email to denise.long@incelaw.com.

Marine

Held to ransom

Masefield MG v Amlin Corporate Member

Commercial Court

Steel J

This case arose from the seizure of the laden *Bunga Melati Dua* in the Gulf of Aden in August 2008, during which a crew member was killed. About six weeks later, owners paid a ransom and the vessel was released. She, with her remaining crew and her bio-diesel cargo, were all intact. Despite having the cargo returned, the cargo owners (Masefield) claimed an indemnity from their cargo insurers (Amlin) for the actual or, alternatively, constructive total loss (CTL) of the cargo.

In this rather curious context, Mr Justice Steel had to consider an argument by Masefield that, although it conceded that payment of a ransom was not illegal, the likelihood that the vessel would be released by payment of a ransom ought to be disregarded because ransoms are contrary to English public policy. If so, the ability to recover property by making such an improper payment was something the court should not take into account when considering whether a vessel and her cargo were irretrievably lost. Irretrievability was a relevant consideration in proving a CTL since, under s60 of the Marine Insurance Act 1906 (MIA), to constitute a CTL a vessel must be reasonably abandoned on one of two grounds. The only relevant ground here was to show that her actual loss appeared unavoidable.

Steel J noted that issues of public policy must be approached with great caution. He gave three reasons why payment of a ransom should not be categorised as contrary to public policy. Firstly, such payments were accepted by Masefield as not being illegal as a matter of English law. Secondly, where legislative action has intervened to make such payments illegal, for example the Ransom Act of 1782 (now repealed), the courts should refrain from entering into the same field (he might have noted here that the Ransom Act was actually a war measure, directed to stop British merchants paying ransoms to the French, with no hint that Parliament thought ransoms to be objectionable in general). Finally, whilst it is true that ransom payments encourage repetition of piratical activity – the number of incidents reported over the last year bears that out – to date no viable alternative has been identified to secure the safe return of crews of seized vessels. Diplomatic or military intervention

cannot usually be relied upon and may even put other crews in jeopardy. Steel J was fortified in his conclusion by the strength of the Court of Appeal's indication in the *Royal Boksalis* dredger case that a ransom is a proper sue and labour expense under MIA s78(4). He also noted that kidnap and ransom cover is a long-standing insurance product. Whilst that is a long way from finding that the courts should not interfere just because a type of policy is written in the market, this reflects the fact that K&R coverage has been acceptable to the market's regulators for decades.

The marine market has long been alive to questions over the legality of ransom payments, the known areas of concern being anti-terrorist legislation, the Proceeds of Crime Act 2002, the impact of UN sanctions and national legislation. Those issues remain, supplemented now by concerns as to the scope of the recent US Presidential Order and the rather different EU regulation. Where legality in the strict sense does not arise, recent practice has been to treat a ransom as subject to General Average and, if large enough, as triggering a claim on the hull and cargo policies. A finding that the payment of a ransom was tainted by something less than illegality would have ramifications well outside this case. Concluding that payment of a ransom has not been contrary to English public policy seems to remove one of the uncertainties in this still difficult area but, since this case is destined for the Court of Appeal, it cannot be treated as final.

Making heavy weather of it

Global Process Systems v Syarikat Takaful Malaysia Berhad

Court of Appeal

In this important cargo case, the Court of Appeal unanimously allowed the insured's appeal and, in so doing, held that the decision by Moore-Bick J (as he then was) in *Mayban General Assurance v Alstom Power Plants* was incorrect. The legs of the jack-up rig *Cendor Mopu* broke off during a towing voyage aboard a barge round the Cape of Good Hope. It was common ground that fatigue cracking was present and that the weather experienced was in the range that could reasonably have been contemplated. The insured alleged that the proximate cause of the loss was "*perils of the sea*," while insurers alleged that it was "*inherent vice*" – the insurance was on Institute Cargo Clauses (A), so subject to an inherent vice exclusion. At first instance Mr Justice Blair found for insurers.

Where goods are damaged during a voyage and the only candidate ‘perils’ are inherent vice and perils of the sea, those will usually be mutually exclusive. That is a natural consequence when inherent vice is defined in terms of an inability to withstand “*the ordinary course of the contemplated voyage*” (*Soya v White*), and under the MIA 1906, perils of the sea are defined to exclude “*the ordinary action of wind and waves.*” The \$64 million question remains how extraordinary must the action of the wind/waves be, before one concludes that inherent vice is displaced as the cause and perils of the sea become the proximate cause?

The Court of Appeal appears to have favoured Mustill J’s three categories of wind/sea conditions set out in the hull case of the *Miss Jay Jay*: abnormally bad, adverse and favourable. The first is not foreseeable at all, so that, if causative of loss, will be the proximate cause. The second two are both foreseeable but lie respectively at the higher and lower ends of the range. The lower end could even be equated with conditions it would be unusual not to encounter. This Mustillian classification shifts from an assessment of severity (“*favourable*”) to one of probability (“*abnormal*”). In a temperate climate, the two may be by and large synonymous but that is not the case throughout the world and in every season.

In *Mayban*, Moore-Bick J had found inherent vice was the proximate cause notwithstanding the weather encountered there lay at the upper end of the foreseeable range, namely weather said to be “*relatively uncommon...but properly regarded as an ordinary incident of the voyage.*” At first instance, Blair J seems to have treated the weather which affected the rig as also at “*the upper end*” (though whether that was in terms of severity or probability is less clear). The Court of Appeal thinks a test which results in a finding of inherent vice when the weather encountered was merely possible (as in *Mayban* and here) is too wide. On the facts of this case, they found there was a peril of the seas in the so-called leg-breaking wave which, although foreseeable, was “*not bound to occur in the way in which it did on any normal voyage around the Cape*” (our emphasis).

Business interruption

Loss in a closed city

Orient Express Hotels Ltd v Assicurazioni Generali

Commercial Court

Hamblen J

Business interruption is a significant class of commercial insurance which lacks much in the way of useful case law. While this decision turned on the terms of the policy, the case is informative nonetheless. In 2005, the Windsor Court Hotel in New Orleans, insured by Generali, suffered both severe damage and fall in income after hurricanes Katrina and Rita. The surrounding city was devastated and closed for a month. The damage to the hotel and the closure of the city were independent concurrent causes of the hotel’s fall in income. Could the hotelier recover, as income lost by the damage to the hotel, income it would have lost anyway, through closure of the city? An arbitral tribunal held it could not. The court has agreed.

So far as the claim for loss of income caused by damage to the hotel itself was concerned, Mr Justice Hamblen held that the BI insurance was not insurance against an event or a cause of loss (such as the hurricanes) but for loss of income which would not have occurred but for the damage to the hotel. Whether the hotel had been damaged or not, on the facts, the same loss of income would have occurred and although there may be occasions in an insurance context when the ‘but for’ test does not provide the right answer, this was not one of them. ‘But for’ the damage, the same loss would still have been suffered, so it was not covered. In particular, it was plain that a “*Trends*” clause in the policy expressly sought to adjust the indemnity “*as nearly as may be reasonably practicable [to] the results which would have been obtained but for the [physical] Damage [to the hotel]*” (our emphasis). If not conclusive, that indicated strongly that the ‘but for’ test was reasonable and no other reasonable alternative presented itself.

The hotelier’s effort to argue that the Trends clause itself could not be triggered by the same event as caused the damage to the hotel also failed. While this seems harsh, sight should not be lost of the fact that the hotelier was in fact held to be entitled to recover loss caused by the conditions in the city under Prevention of Access and Loss of Attraction extensions. Albeit these recoveries were for lower

limits than under the primary coverage, as the judge put it, *“that is what the hotelier paid Premium for under the policy, and that is what the Tribunal held that [it] is entitled to recover.”*

Inducement

“It wasn’t me, My Lord”

Lewis v Norwich Union Healthcare Ltd

Central London CC Recorder West-Knights QC

If an insurer wishes to avoid a policy it must (amongst other things) prove that it would not have decided to write the risk on the terms in which it did, had the breach of good faith in placement not occurred. The law has explored how that can be proved when placement has taken place online (see Update Issue 14) or when the actual underwriter is not available to give evidence. The case law on the second question is still growing (see Update Issue 24).

Recorder West-Knights QC, sitting in the Central London County Court, was confronted with a novel variant. The insurer (which was conducting its own defence) had pleaded that its underwriter, Ms H, had been induced. She appeared to give evidence.

In cross-examination, it turned out that Ms H had not been involved in the underwriting process after mid November 1999. Inconveniently for the insurer, the critical decision to accept the risk had been taken in December 1999 and by someone else entirely, Ms F. Ms F, who had still been employed when the insurer had decided to avoid, was not called to give evidence. Recorder West-Knights QC is clearly a careful man as he takes several pages to explain why the insurer had not proved inducement.

Footnotes for brokers

Don’t tell – do advise!

Jones v Environcom Ltd & Ors

Commercial Court

Steel J

Brokers’ duties to their clients continue to come under the judicial spotlight. Here, Environcom brought a claim under its commercial combined policy for a serious fire loss. Insurers sought to avoid the policy on the grounds of material non-disclosure relating to the use of plasma guns in a fridge recycling process and the occurrence of prior fires. The dispute settled but Environcom claimed against its broker, Miles Smith (MS),

alleging that MS had been negligent in failing to advise Environcom adequately as to its duty of disclosure.

The scope of MS’s duty was undisputed; as in *Dunlop Haywards v Barbon Insurance* (see Update Issue 25), the FSA’s Insurance Conduct of Business Handbook (as was) was treated as persuasive. To prove it had performed that duty, MS relied on various documents it had provided to Environcom, including a ‘Summary of Insurance’ which stated: *“If you are aware of any fact which may affect underwriters’ attitudes you should make it know (sic), whether it is specifically requested in the Proposal Form or not.”* This document, forwarded at Environcom’s request shortly after it appointed a new manager to look after its insurance arrangements, was held to be *“seriously inadequate”* for the purpose. The key deficiencies appear to have been not explaining what would be material in this context and not assessing whether the client’s new manager understood the concept of materiality.

In line with the expert evidence, Mr Justice Steel was not persuaded that it was sufficient to rely on written standard form warnings attached to proposals or policy documents. A broker must satisfy himself that the position is in fact understood by the client and this will usually require a specific oral or written exchange, particularly if, as here, a new person had become the client’s representative for insurance matters.

This reliance on oral explanation is likely to be controversial for two reasons. Firstly, it seems impractical – brokers have to rely, to some extent, on standardised guidance, which does need to be in written form. The warning quoted above was certainly inadequate for an inexperienced client, but that does not mean all written guidance will be so. If the guidance is full and in plain English, how much more assistance does a commercial client need? Secondly, this was a direct UK placement so an oral dialogue with the insurance buyer was possible. But there is no discussion in the judgment about how this requirement can be addressed if, for example, the risk is an international one, or produced by a regional broker. There the London broker (who should know best what is material disclosure for the type of risk in issue) has no contact with the client; how, if not in writing, is it to discharge this duty to advise? A similar point arises with regard to the purchase of insurance over the internet, where brokers are rarely involved.

Steel J also found that where an inappropriate and incomplete explanation had been given to the client about its disclosure obligations, there must be an *“enhanced”* standard of care on the broker

in eliciting arguably material information from the client by dialogue. Here, MS had not been under a duty originally to enquire about the use of plasma guns, a technical matter. However, had it complied with its obligations, the existence of the undeniably material earlier fires (and thereby their association with the use of plasma guns) would probably have been disclosed. Having eschewed that route, it was caught in breach of this enhanced duty.

As is necessary in such cases, Steel J then went on to consider the prospects of Environcom obtaining cover had full disclosure been made. If they could not prove that, they had not suffered a loss by MS's breach of duty. Steel J found those prospects to be purely speculative. Even if cover had been obtained, Environcom would still have failed to disclose a third point – that they were in breach of their Waste Management Licence – enabling insurers to avoid any such policy. Further, it would have been the pre-condition of a valid insurance that the plasma gun was not used, in which case the last, and serious, fire would not have occurred. Consequently there would have been no loss and the cover would not have been called upon. MS was therefore held not liable.

Reinsurance

An appealing decision

IRB Brasil Resseguros SA v CX Reinsurance Company Ltd

Commercial Court

Burton J

Appeals against arbitration awards in re/insurance cases are relatively rare and this decision may be of interest to our readers. CX Re settled various US liability claims which it then sought to recover from its excess of loss reinsurer, IRB Brasil Re (IRB). When IRB refused to pay, the dispute went to arbitration and the arbitrators found in favour of CX Re. IRB challenged the Award on the ground that there had been an error of approach in law by the arbitrators, even though the parties had been agreed on the legal principles.

Three main issues fell to be decided by Mr Justice Burton. First, the reinsurance policy contained a 'double proviso' 'follow the settlements' clause of the type described in *Hill v Mercantile & General*, namely that settlements would be binding on reinsurers provided they were (1) within the terms and conditions of the original policies and/or contracts and (2) within the terms and conditions of the reinsurance. In *Equitas v R&Q* (see Update Issue 25), Mr Justice Gross held that both provisos had to be proven "on the balance of probabilities." Here the arbitrators had referred in parts of the

Award to settlements being "arguably" within the terms of the insurance and reinsurance. Burton J found, however, that notwithstanding this "infelicitious language", the arbitrators had applied the law correctly to find in favour of CX Re.

The second issue related to allocation. Burton J held that the arbitrators' failure to refer expressly to the decision in *Municipal Mutual Insurance v SEA Insurance Co* (in which Hobhouse LJ stated that "in order to recover, the plaintiffs must satisfy the court that there has been physical loss or damage which has occurred in the year covered by the relevant contract of reinsurance") did not mean they had adopted an approach which was inconsistent with that case.

Finally, the "Each and Every Loss" clause in the reinsurance referred to a loss or series of losses arising out of one event. The arbitrators had committed what Burton J described as a "howler" by referring to whether the loss stemmed from a single cause. Readers with long memories may recall that in *Axa Reinsurance UK v Field*, Lord Mustill noted that "cause" and "event" are "not at all the same." However, it was found that the arbitrators had in fact meant to say "event" instead of "cause". IRB's challenge to the Award therefore failed on all three counts.

Fraud

Playing forfeits

Yeganeh v Zurich Insurance Co

Mercantile Court

HHJ Mackie QC

An insured who seeks to enhance its prospects of settlement by dishonest exaggeration of its claim or by some fraudulent device is penalised by English common law. The penalty, well known since the question was comprehensively reviewed in *Agapitos v Agnew (The Aegeon)* is that the whole claim is forfeited. Since *The Aegeon* reached the Court of Appeal in 2002, a dozen cases have been reported in the higher courts where it has been applied, demonstrating that this is an important principle. One hopes (if not expects) the rather pro-insured Law Commission will leave the common law well alone, but insurers who are well-advised ensure their policies make this clear. On this occasion Zurich's policy read, "If a claim is fraudulent or false in any way we will not make any payment and all cover will end."

The particular ways in which the fraudulent device/forfeiture rule can be breached are not defined in any judgment and examples continue to multiply. In this particular case the insured, Mr Y,

found a new way to breach it. His house caught fire and was severely damaged along with its contents. While the bricks and mortar claim was not controversial, the contents claim presented a challenge. Mr Y had not been fully resident in the house at the time of the fire but claimed that he had left personal possessions, in particular his clothing, piled up on a bed in the master bedroom covered in a dustsheet pending decoration.

The fire occurred in September 2007 and in December Mr Y provided a list based on his recollection of the clothing which had been there at the time of the fire, including £3,500 worth of suits and £2,760 of shirts. As best he could, Zurich's adjuster then inspected the debris of the master bedroom, focussing on the bed and the area adjacent to it, but found no trace of this finery. In May of the following year the loss was rejected as one deliberately caused by Mr Y (an allegation which later failed at trial) but insurers also relied on the policy condition quoted above reflecting the forfeiture principle. Then, but only then, an expert for Mr Y inspected the debris. He reported that he had found evidence of over 50 items of clothing, scattered around the room.

His Honour Judge Mackie, assisted by proof of a number of other lies told by Mr Y, has concluded that the clothing claim was false. The items found by Mr Y's expert were planted by Mr Y after it had dawned on him that his exaggerated contents claim had been rumbled and he needed to create evidence to support it. Therefore the downside of initially exaggerating the contents claim (which was only £12,000 in comparison with the agreed cost of reinstatement of over £200,000), and of then compounding it by planted evidence, was the loss of both. Logic suggests that even if the clothing claim had originally been accurate, planting false evidence to support it would have produced the same result.

Third parties

Third Party (Rights Against Insurers) Act 2010

After more than 80 years, the law governing the rights of third parties against insurers has been given an overhaul. The aim of the new Act is to make it easier, quicker and cheaper for third parties to recover compensation from the insurer of a defendant who is insolvent or subject to an insolvency procedure.

The original 1930 legislation, produced in response to the welter of claims against liability insurers brought about by the growing use of motor cars, was designed to cure a particular mischief: the application of the proceeds of the policy for the

benefit of creditors generally, and not to the third party victim from whose misfortune the insured's entitlement to proceeds arose. However, the 1930 Act has long been said to be in need of reform. The new Act was passed on 25 March 2010 and brings about a substantial number of changes.

One of the more interesting, and widely discussed, changes is the curtailment of the 'pay to be paid' rule, most often seen in P&I insurance. Its effect is that P&I Clubs are only obliged to indemnify a member once the member has discharged its liability to the victim. Whilst this requirement may be waived, it operates as an important part of P&I cover, helping to keep costs down, and is part of the system of mutuality upon which the Clubs are based. Although the 1930 Act barred policy provisions designed to circumvent the Act, the validity of the rule was upheld in the 1990 case of *The Fanti/Padre Island* (No 2).

During the consultation stage, much of the commentary suggested that the new Act might radically curtail the 'pay to be paid' rule and that the Clubs would be adversely affected. That concern has proved unfounded. Although the provision has been outlawed in other classes, the Act exempts contracts of marine insurance from the restrictions on the rule, except in cases of personal injury and death, where P&I Clubs have routinely waived it anyway.

The remaining changes are procedural, the most important being these:

- Under the 1930 Act there was a requirement that the victim first establish liability against the insured. It is now felt that is a waste of costs which can be avoided by combining the claim on the insured with the policy claim. Thus, on the insolvency of the insured, the claimant victim is given a statutory transfer of the benefit of the policy and may bring a claim directly against the insurer in the same action as that brought to show that the insured was liable for its loss.
- Under the 1930 Act the third party did not have the right to information under the policy until the liability of the insured had been established and quantified. The new Act allows a party who reasonably believes that a transfer of rights has occurred to obtain information from parties such as brokers.
- The new Act removes the ability of insurers to rely on a number of defences that would be available against the insured, such as the requirement to give notice of a claim.

Reform

Do as you would be done by

The insurance law reform process will shortly be four years old. So far, the Law Commission does not appear to have convinced many in the commercial markets that reform in the contract negotiation phase is essential.

Attention is now turning to the claims phase. The English Law Commission has floated the possibility that an insurer would be liable for foreseeable damages caused by its failure to pay a valid claim, either as a matter of course, or possibly only when the insurer is shown to have acted 'in bad faith'. The former proposal (although apparently embraced in Scotland) is one-sided – an insured may be advised that its claim is 50-50, and pursue that with impunity, save as to costs. An insurer, given the same advice about its defence, could only resist the claim at the risk of incurring a higher and possibly unreinsured claim. For an organisation which elsewhere argues that it is seeking to achieve equality, that is a pretty skewed outcome. The argument that the insurer should only be liable where, in bad faith, it has caused additional loss might seem to make better sense, were it not for the Law Commission's reluctance to define bad faith. This reticence no doubt springs from some heavy judicial hints that the Law Commission should establish principles, and leave it to the judges to work them out. While that may be appealing from the far side of the judicial bench, the introduction of a new standard of contractual behaviour, hitherto unknown in English law, is not a recipe for certainty. Introducing that into a type of contract where certainty as to the distribution of risk lies at the heart of the bargain hardly seems advisable.

What the Law Commission has not done, yet, is demonstrate that there is any need to police the conduct of insurers when claims are under consideration. Experiences of that will vary. Many insurers handle their claims impeccably but it would be naïf to argue that some insurers are not occasionally seen to have acted dishonestly. If there is a need to police such behaviour and a desire to achieve an equality of outcome, then the area where insureds are firmly policed is when fraud is used to further a claim. The *Yeganeh* case (above) is on point. The development of the doctrine that fraudulent devices and fraudulent exaggeration will lead to forfeiture of a valid claim has been vigorous, reflecting a need to protect the industry against such behaviour. There should be no objection to a reciprocal principle which penalises any insurer for use of similar devices to

defeat claims. Correctly framed, the standard of behaviour which that would require should be no different from that imposed on insureds in the claim-making phase. The challenge will lie in formulating an effective penalty which will act as a deterrent to such behaviour, but there are options and, in most cases, we doubt an award of damages is the right one.

Judgewatch

May 2010 saw the retirement of a judicial veteran, Lord Justice Waller. Sir Mark Waller joined the Commercial Court in 1989, rising to become Vice President of the Civil Division of the Court of Appeal by 2006. Armed with re/insurance expertise gained at the Bar, over the next two decades he ruled on a panoramic range of re/insurance issues, including regular leading judgments on some very testing points. The scale of his contribution to this aspect of commercial law has been considerable.

In addition, on the eve of publication, news reaches us that Mr Justice Gross, trial judge in *Equitas v R&Q* and *Kosmar Villa Holidays* is appointed to the Court of Appeal and that Mrs Justice Gloster DBE, trial judge in *Kidsons*, will be Judge in Charge of the Commercial Court with effect from 9 July 2010.

Ince news

Our new partners for 2010 are a fine body of lawyers, as we would hope since they did all train with the firm. Jeremy Biggs, in London, specialises in dispute resolution with a particular focus on shipping litigation, international trade and re/insurance. Brian Boahene, in Dubai, acts in contentious and non-contentious matters for clients with interests in re/insurance, shipping, aviation, energy and construction. Fionna Gavin specialises in shipping and insurance dispute resolution and advises clients from the London office. John Simpson, in Singapore, focuses on dispute resolution in the marine and international trade fields. We wish them all good fortune.

Finally, our partners in Singapore have been joined by Iain Anderson from our London office. Iain is well known to many of our clients as a marine insurance and reinsurance specialist.



Insurance & Reinsurance group contacts

London office

Group Leader	Chris Jefferis
Special Counsel & Editor	Alan Weir
Deputy Editor	Kate Buttrey
Aviation	Gillie Belsham
Energy & Offshore	Jeremy Farr
Marine	Simon Todd
Non-Marine & Political Risk	Tony George
Professional Indemnity	David Rutherford
Reinsurance	Jan Heuvels

International offices

Dubai	Bob Deering Brian Boahene
Hamburg	Dr Detlef Zschoche Markus Eichhorst
Hong Kong	Rosita Lau Kelvin Lee
Le Havre	Jerome de Sentenac Mathieu Croix
Paris	Gilles Gautier Jerome de Sentenac
Piraeus	Jonathan Elvey Antonis Lagadianos
Shanghai	Peter Murray Jason Lemann
Singapore	Iain Anderson

Ince & Co is an international commercial law firm which practises in seven broad strands:

AVIATION | BUSINESS & FINANCE | COMMERCIAL DISPUTES | ENERGY & OFFSHORE | INSURANCE & REINSURANCE | INTERNATIONAL TRADE | SHIPPING

Dubai	Hamburg	Hong Kong	Le Havre	London	Paris	Piraeus	Shanghai	Singapore
T:+971 4 3598982	T:+49 40 38 0860	T:+852 2877 3221	T:+33 2 35 22 18 88	T:+44 20 7481 0010	T:+33 1 53 76 91 00	T:+30 210 4292543	T:+86 21 6157 1212	T:+65 6538 6660
F:+971 4 3590023	F:+49 40 38 086100	F:+852 2877 2633	F:+33 2 35 22 18 80	F:+44 20 7481 4968	F:+33 1 53 76 91 26	F:+30 210 4293318	F:+86 21 6170 3922	F:+65 6538 6122

E: firstname.lastname@incelaw.com

24 Hour International Emergency Response T +44 20 7283 6999

The information and commentary herein do not and are not intended to amount to legal advice to any person on a specific matter. They are furnished for information purposes only and free of charge. Every reasonable effort is made to make them accurate and up to date but no responsibility for their accuracy or correctness, nor for any consequences of reliance on them, is assumed by the firm. Readers are firmly advised to obtain specific legal advice about any matter affecting them and are welcome to speak to their usual contact.

© 2011 Ince & Co International LLP, a limited liability partnership registered in England and Wales with number OC361890. Registered office and principal place of business: International House, 1 St Katharine's Way, London, E1W 1AY.

LEGAL ADVICE TO BUSINESSES GLOBALLY FOR OVER 140 YEARS