

BUSINESS INTERRUPTION INSURANCE CLAIMS AND THE “BUT FOR” TEST

2nd JUNE 2020

NEIL BLOCK QC

Orient Express Hotels v Assicurazioni Generali S.p.A

- [2010] EWHC 1186 (Comm)
- BI “*directly arising from damage*”
- Damage – “*direct physical loss, destruction or damage to the hotel*”
- Trends clause – “*...so that figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Damage would have been obtained during [the indemnity period].*”

- Miss Jay Jay [1985] 1 Lloyds 264
- IF P & C Insurance Silverseas [2004] Lloyds Rep IR 696
- Kuwait Airways Corporation v Iraqi Airways Co [2002] UKHL 19

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