9. Developments in Irish Insurance Law:
‘The Last 25 Years – A General Overview’

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The law moves slowly. Seldom are there fundamental and unexpected changes and alterations in its substance and application. Often those changes that do occur are subtle and gentle, their full implications only appreciated long after they have come to pass. So it has been in the interaction between the law and insurance practice over the last 25 years.

Unlike other common law jurisdictions, and especially the United Kingdom, virtually all legal disputes in Ireland involving insurance policies are dealt with through arbitration. In the United Kingdom and elsewhere, arbitration clauses in policies are only of application to disputes in which liability to indemnify has been otherwise admitted. In Ireland the traditional arbitration clause has application in all disputes, be they related to liability to indemnify or quantum. This results in few disputes ending up in open Court. As a consequence, there are few resulting precedents from which to obtain judicial guidance. Those disputes that do end up in Court, and in which, there is quite a fruitful body of precedent, tend to often involve non-domestic insurers or are those in which the existence of the policy of insurance itself is at issue or fraud is involved. From the cases that do so end up in open Court, and in which reserved judgements are given, it is certainly possible to discern emerging and evolving judicial trends over the recent past.

The basic core principles of insurance law in Ireland are now very much as they were 25 years ago. In fact, very much as they were 100 years ago. That is not to say that the law is immutable and unchanging. While the common law system practised in Ireland generally looks to the past to enable it move forward, the Irish Courts have, particularly over the last 25 years, not been slow to introduce alterations and amendments to reflect the demands and requirements of an ever-changing and evolving society.

While the core foundations of longstanding, well established principles of insurance law remain much the same, the structures that have been built upon them in recent years have evolved, some in minor, almost inconsequential ways, others in ways more fundamental and far reaching.

Just as Ireland itself has become more cosmopolitan and open to international influence, its Courts have proven most receptive to developments and advancements in foreign jurisprudence. Where once the dominant foreign authorities relied upon were almost exclusively English, now authorities from the global common law community are cited. While common-place in all areas of law, because of the global nature of insurance, it would be very rare indeed that precedents from all over the world would not now be cited in an insurance dispute.

The single most unique characteristic of insurance contracts, and that which sets them apart from almost all other commercial contracts, is the concept of *uberrimae fidei*, the concept of utmost good faith. Not surprisingly, therefore, many of the changes that have occurred in recent years have been in this area of insurance law. Historically, an insured’s duty of utmost good faith provided a very significant protection indeed to insurers. It required, as had been the situation at law for decades, if not centuries, and as affirmed by the Irish Supreme Court in its 1981 decision of *Chariot Inns Limited v-
Assicurazioni Generali SpA and Coyle Hamilton, Hamilton Philips Limited [1981] IR199 that a proposer for insurance had to exhibit the highest standard of accuracy, good faith, candour and disclosure when seeking insurance, being obliged to disclose to the insurer every matter which is material to the risk against which he is seeking indemnity.

As to what was material, the Supreme Court in Chariot Inns accepted the pronouncement in Section 18 Sub-S.2 of the Marine Insurance Act 1906 that –

“Every circumstance is material which would influence the judgement of a prudent insurer in fixing the premium or whether he will take the risk”

as having general application and a suitable pronouncement of the law.

The Court stated that the standard by which materiality was to be determined was objective and not subjective. Witnesses, expert in insurance matters could be called by the parties to give evidence of what they would have regarded as material, but the ultimate determination of such materiality rested with the Court. In Chariot Inns, as in cases before it, the Court gave significant weight and deference to such expert insurance witnesses’ views, those views invariably being supportive of the insurers’ position. The Supreme Court found for the insurer, being satisfied that there had been a non-disclosure of material fact upon inception, thereby entitling the insurer to justifiably regard the policy as being void from inception.

The judgement in Chariot Inns can now be very much regarded as a “comfortable” judgement. It did not make any great waves. It did not rock any boats. It followed well-established, traditional insurance principles and applied them in an anticipated and unsurprising fashion. It was a judgement almost identical to how one would have expected similar facts to have been dealt with and the law applied, had the case been heard a 100 years before. Now, with the benefit of hindsight, it can be viewed very much as a watermark in Irish insurance jurisprudence.

A mere six years after the Chariot Inns judgement, a very short time in legal jurisprudence, a differently constituted Supreme Court in the case of Aro Road and Land Vehicles Limited –v- The Insurance Corporation of Ireland Limited [1986] IR403 signalled a significant shift in how it believed the principles of utmost good faith were to be applied and the extent to which an insurer could rely exclusively upon a policyholder’s obligations to protect itself from a suggested non-disclosure of material fact.

In the High Court, the presiding Judge, Ms. Justice Carroll, had very much deferred to views expressed by an independent, expert underwriter called to support ICI’s position of the materiality of facts said not to have been disclosed to it at inception. While she stated she did not herself believe that the facts were material, she accepted the more specialised, expert view of that “independent” underwriter called to give evidence. In effect, she applied what would have been a traditional view of the law and very much in keeping with existing, well established case law.

On appeal, the Supreme Court was very much prepared to look beyond the formality of the contract of insurance and look to the substance of how it came into existence to determine the extent of the demands of utmost good faith being said to be placed by ICI upon the policyholder. To varying degrees, the Supreme Court judges held that the obligation to make full disclosure was not absolute and was not one necessarily to be viewed from the perspective of the “judgement of a prudent insurer”. Mr. Justice Henchy stated –

“insurers who allow agents such as shippers, carriers, airlines, travel agents and the like to insure on their behalf, goods being carried, and to sell that
insurance to virtually all and sundry who ask for it with minimal formality or inquiry, and with no indication that full disclosure is to be made of any matter which the insurers may ex post facto deem to be material, cannot be held to contract subject to a condition that the insured must furnish all material information”.

Mr. Justice McCarthy, a judicial beacon for modernism in the 1980s, and who had been appointed to the bench since Chariot Inns, went much further. He very much emphasised the obligations and duties an insurer had to protect itself and that an insurer could not unreservedly rely upon traditional protections afforded by the law, which he felt could not remain unaltered in a changing society. He was critical of Ms. Justice Carroll in the High Court. He did not believe the expert insurance evidence presented should have been given such judicial deference by her in determining the extent of the duties associated with obligations of utmost good faith. He said –

“A contract of insurance is a contract of the utmost good faith on both sides; the insured is bound to disclose every matter which might reasonably be thought to be material to the risk against which he is seeking indemnity; that test of reasonableness is an objective one not to be determined by the opinion of underwriter, broker or insurance agent, but by and only by the tribunal determining the issue. Whilst accepted standards of conduct and practice are of significance in determining issues of alleged professional negligence, they are not to be elevated into an absolute shield against allegations of malpractice”.

And, he continued –

“In the instant case, the insurance profession is not to be permitted to dictate a binding definition of what is reasonable”.

He further continued –

“If the determination of what is material were to lie with the insurer alone, I do not know how the average citizen is to know what goes on in the insurer’s mind, unless the insurer asks him by way of the questions in a proposal form or otherwise. I do not accept that he must seek out the proposed insurer and question him as to his reasonableness, his prudence and what he considers material”.

In such circumstances, not only was the Court clearly stating that the judgement of the prudent insurer was not necessarily to be the arbiter of what should be regarded as objectively material, but it was to be viewed from the perspective of the average citizen being put into a position by the insurer to enable him make a fully informed decision as to what he was obliged to disclose.

Attempts, not entirely unreasonable from a historical perspective, by Counsel for Insurance Corporation of Ireland to suggest that “…the whole basis of insurance could be seriously damaged if there was any weakening in the rigidity…” of the traditional view of what to be disclosed, and how it was to be assessed, predictably fell on deaf ears. In response, Mr. Justice McCarthy stated strongly –

“The force of such an argument as a proposition of law is matched by the improbability of the event”.

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In reaching such determinations, the Supreme Court was clearly signalling that, while it was not discarding longstanding, well established principles of insurance law and practice, it would modify and shape those legal principles to keep pace with wider changes in society and the demands of a modern, evolving economy. The deference and respect shown to the insurance industry, as with other pillars of the financial community, would no longer be shown the deference they had enjoyed up to then. Similar changes in the emphasis of how insurance practice would be scrutinised by the Courts was evident in two further Supreme Court decisions of the early 1990s, both involving claims under life assurance policies.

In *Keating –v- New Ireland Assurance Company Limited* [1990] 2IR, the Supreme Court refused to apply a strict and, what would have been a harsh, yet traditional, interpretation, of what New Ireland Assurance asserted was an unconditional warranty of good health on the part of the proposer. Notwithstanding the rigidity of the language used in the proposal form, Mr. Justice McCarthy, perhaps predictably, was clear in his view that –

“One cannot disclose what one does not know, albeit that this puts a premium on ignorance. It may well be that wilful ignorance would raise significant other issues. Such is not the case here. If the proposer for life insurance has answered all the questions asked to the best of his ability and truthfully, his next-of-kin are not to be damnedified because of his ignorance or obtuseness, which may be sometimes due to a mental block on matters affecting one’s health”.

The emphasis on how the insurances were arranged was, again, clearly to be viewed from the perspective of the policyholder, as opposed to that of the insurer, as had been contended by New Ireland Assurance.

Similarly, in *Kelleher –v- Irish Life Assurance Company Limited* [Supreme Court – 8th February 1993], the Supreme Court looked to the overall nature and substance of the particular policy at issue and how it had been presented and proposed in the context of what was said to be a “Special Promotional Offer on Life Assurance And Disability Benefit”.

Chief Justice Finley, in ultimately finding against Irish Life, emphasised that which ought to have been disclosed had to be viewed from the perspective of the policyholder. He was –

“...satisfied that the true and acid test must be as to whether a reasonable man reading the proposal form would conclude that the information over and above it which is in issue was not required”.

Again, the shift in emphasis from a traditional view of how materiality was to be viewed was clearly evident. The Court was also very cognisant that Irish Life was quite prepared to seemingly limit its procedural requirements in ease of achieving new business. As such, it had to bear the consequences that, by so doing, it was lessening what might otherwise have been its traditional legal protections. At its simplest, it could not have the matter both ways. As the Chief Justice stated –

“...it is not without importance that what was described as the “special promotional offer” being offered by the assurance company after negotiation through the brokers to all members of the Irish Medical Organisation constitutes a very sound and probable commercial manner in which to attract
very substantial quantity of new business by one single project. That fact constitutes a probable reason why the Defendant [Irish Life] should significantly limit the disclosure required from proposers for that insurance”.

Such words, although now some 17 years old, have a very real, current significance and relevance in light of how much insurance business is now transacted over the phone and by the internet. The ease with which a customer can arrange cover, being a carefully crafted, real and meaningful attraction to entice new business, carries with it real risk that has to be appreciated on its general merits. While no cases have yet to come before the Irish Courts involving such modern electronic methods of transaction, one cannot but suspect that the Courts will be unforgiving of insurers in circumstances in which they have lessened their traditional protections in a desire to make the proposing and arranging of cover so simple as to attract new business. As such, the judgements of the Supreme Court in the early 1990s will have undoubted application and relevance.

That the Supreme Court in those various judgements in the early 1990s was so prepared to adopt and modify longstanding principles of insurance law is not at all surprising, notwithstanding the cases being greeted with some disgust at the time by many in insurance circles. Similar developments were occurring in other common law jurisdictions. The 1980s and 1990s saw a significant growth in the consumer society in Ireland. There was a growing sense across all areas of the law that consumers had to be protected from large, well resourced, informed, experienced financial institutions, be they banks, building societies or insurers.

Coinciding with such judicial developments and judicial willingness to adapt and modify existing principles of law, under pressure from the legislature and consumer organisations, the Irish Insurance Federation introduced Codes of Practice for Life and Non-Life Insurance. The clear intention behind the introduction of such Codes was to prevent an unreasonable insurer relying on what would have been perceived as overly harsh and technical defences that the law would have traditionally provided, if indeed the wind of change blowing through the Courts would not have done likewise in any event!! The Codes, while not of direct legal effect in themselves, have been given binding effect by members of the Irish Insurance Federation. By way of example, echoing the words of Mr. Justice McCarthy, Section 11 of the Non-Life Code reads –

“Those matters which insurers have commonly found to be material should as far as practicable be the subject of clear questions in proposal forms”.

Equally, Section 3(a)(i) reads –

“An insurer will not repudiate liability to indemnify a policyholder on grounds of non-disclosure of a material fact which a policyholder could not reasonably be expected to have disclosed”.

Such Codes, now in existence for some 20 years, are frequently cited and relied upon in disputes in court and in arbitration. They provide a formidable “weapon” in the hands of a disgruntled policyholder.

The seeds sown by the Supreme Court in the 1990s have come to fruition in a number of recent cases to come before the Irish High Court, those cases being well illustrative of the demands the Irish Courts will make of insurers seeking to refuse indemnity on the basis of a suggested non-disclosure of material fact. In Manor Park Home Builders Limited –v- AIG Europe (Ireland) Limited [High Court – 13th June 2008], AIG sought to refuse indemnity on the basis of suggested non-disclosure
of material fact, misrepresentation and non-compliance with applicable warranties. It was unsuccessful. In finding against AIG, Mr. Justice McMahon said of the principle of utmost good faith –

“The principle of uberrimae fidei which applies to all insurance contracts imposes a heavy onus of disclosure on the insured. Without this obligation to divulge information frequently available only to the insured, the insurer would have great difficulty in assessing the risk or in calculating the premium. This does not, however, mean that the insurer can cover its eyes or abstain from making normal enquiries or investigations, in the expectation that, in the event of the risk materialising it can point to the insured’s omission and repudiate the contract”.

He continued –

“The insured’s duty is balanced by a reciprocal duty on the part of the insurer to make its own reasonable inquiries, to carry out all prudent investigations and to act at all times in a professional manner. In fact, the onus to do this, because of its experience and expertise, lies primarily on the insurer”.

In the particular circumstances that had arisen, AIG had not carried out a survey of the risk premises. Such a survey had been undertaken by another insurer. AIG appeared happy to rely upon that survey, but was then critical of matters not being advised to it that would have been readily apparent had it so carried out its own survey.

Continuing with his views in relation to the principle of utmost good faith, Mr. Justice Mahon stated –

“Properly understood, the principle contains an equitable element which will be informed by the facts of each case. In taking this position, the law is not being harsh and unreasonable on the insurer, who at the end of the day can easily secure its legal and commercial position by drafting appropriate conditions and warranties and inserting them into the contract if it so desires. If it chooses not to so do, however, it cannot expect too much sympathy from the courts for not adhering to prudent and professional business practices in assessing the risk for itself”.

Quoting from the book, Good Faith and Insurance Contracts by Eggers, Picken and Foss, he approved the proposition that –

“Neither party is obliged to make such enquiries for the purposes of their respective duty of disclosure to the other, other than those enquiries which are required in the ordinary course of business. In this respect, the insurer should not use the duty of utmost good faith as a crutch or an excuse not to carry out his own investigations which form part and parcel of the profession”.

In a phrase that will undoubtedly echo down through future legal generations, and which will be quoted in many insurance cases to come, Mr. Justice McMahon stated –

“Uberrimae fidei is not a charter for indolent insurers”.
Ultimately, Mr. Justice McMahon was highly critical of AIG’s underwriting approach to the risk. Far from even vaguely considering that the insured had been in any way in breach of its obligations, as alleged by AIG, he came to view that –

“Scant consideration was given by the insurer to the interests of the insured or the effect that the casual procedures adopted would have on the insured’s interest. The insured is entitled to expect that proper business-like procedures would be adopted by the insurer in considering his application”.

And

“it [AIG] did not do what a reasonable prudent insurer should have done. It departed from this standard for its own business advantage, which at the end of the day, meant a betrayal of its duty of good faith and fair dealing with the insured…In failing to inspect or establish these facts, the insurer was unfairly leading the insured into a false sense of security”.

Such criticism from a High Court Judge is harsh, but is indicative of the judicial demands that will be made of an insurer seeking to suggest that an insured has itself been in breach of its general obligations and duties. An insurer prepared to make such allegations has to be absolutely satisfied as to its own position and, as the equitable legal maxim requires, it should “come to Court with clean hands”. No doubt, AIG, believing it had a good case to make from its perspective, did not expect such harsh and critical words from the court. Such words are, however, unsurprising in the context of how the jurisprudence in insurance law has been developing and following on from the earlier precedents in the 1990s.

More recently still, Mr. Justice Clarke, in his judgement in the case of Caroline Coleman –v- New Ireland Assurance Plc trading as Bank of Ireland Life, [High Court – 12th June 2009] has again emphasised the judicial indulgence that will be given to an insured faced with an insurer repudiating liability.

New Ireland refused to consider a claim presented to it by Ms. Coleman under Critical Illness policy underwritten by it, on the basis that she had failed to adequately disclose all material facts at the inception of the applicable policy.

The relevant proposal form required that all relevant facts and all statements made on the application form were true and complete “to the best of my knowledge”. The proposal form asked for detail in relation to previous hospital visits and checkups or any other tests or the suffering of illness. Ms. Coleman had failed to disclose problems she had encountered when she was 19 years of age, but which by the time of the completion of the proposal form some 10 years later she had not regarded as of great consequence.

While the answers in the proposal form were incorrect in strict terms, Mr. Justice Clarke was satisfied that Ms. Coleman had put the entire incident that occurred when she was 19 years old out of her mind, on the basis that it did not appear to have been significant and that the symptoms had not recurred. He was satisfied –

“…that as of the date of the proposal, Ms. Coleman answered the questions raised truthfully and to the best of her knowledge, as it then was. This was not a case of wilful ignorance or deliberate or culpable forgetfulness”.

Having come to such conclusion, not surprisingly, Mr. Justice Clarke found in favour of Ms. Coleman and against New Ireland.
Such judgement, once again, is not at all unanticipated in the context of the trends already discussed. It once more illustrates the emphasis on issues of materiality and the duty of disclosure from the perspective of the insured, such approach being a far cry from the traditional position at law leading up to and including the judgement of the Supreme Court in *Chariot Inns*.

While one could not but sympathise for the plight of insurers faced with such an evolving body of law, that appears to unduly favour the interests of policyholders over that of insurers, such developments must be viewed in the context of how the common law generally is developing. More than ever, not only in Ireland, but worldwide, there is a growing emphasis on the protection of the perceived rights of the individual over those of large financial institutions and even the State. The Courts regard large, well resourced, well informed institutions as being in a position to well protect themselves and, as a consequence, particularly as illustrated in the *Manor Homes* case, will be utterly unforgiving if such financial institution does not live up to such judicial demands and expectations.

While the Courts have been so unforgiving of insurers in such areas of insurance law, it is interesting to note that in other areas, the Courts have been quite supportive of insurers adopting firm stances in specific situations, this being particularly so in the area of fraud.

Insurers in Ireland have a very good success rate in defeating fraudulent claims presented by policyholders. Probably one of the best examples, in many such precedents over the last 25 years, is the very recent judgement of Mr. Justice Kearns, the current President of the High Court and former sitting Judge of the Supreme Court, in the case of *Joseph Michovsky –v- Allianz Ireland Public Limited Plc* [26th February 2010]. It well illustrates that in appropriate cases an insurer, well prepared, having appropriately and fully investigated particular given circumstances will be well heard and given every judicial opportunity to present its evidence. As has been the situation in numerous similar cases, Irish Courts will not allow themselves to be used as engines of fraud. The Courts well accept that such allegations of fraud are not ones lightly made by insurers. Insurers’ success rate in such cases is high. That being said, the Irish judiciary will be utterly unforgiving should an insurer present itself, with all its resources, experience and skill, in a casual and cavalier fashion.

Allianz alleged that the fire that damaged the insured’s home and which resulted in a loss and claim to it of some €900,000 was started deliberately by or on behalf of the insured. Accepting the well established principle that the onus of proving fraud rests on the party so alleging it, Mr. Justice Kearns confirmed that –

> “the onus of proving fraud in this case rests on the Defendant [Allianz]. It was also agreed that where proof of fraud is largely a matter of inference, such inference must not be drawn lightly or without due regard to all the circumstances, including the consequences of a finding of fraud”.

Mr. Justice Kearns accepted such principles as being a proper assertion of the law and as had been previously enunciated by the Supreme Court in the case of *Superwood Holdings Plc –v- Sun Alliance and London Insurance Plc* [1995] 3IR303, which in turn approved the views of the Chief Justice Finley in *Banco Ambrosiano SpA –v- Ansbacher & Co.* [1987] IRLM669.

In similar such fraud cases in the past, frequent attempts had been made to establish a higher burden of proof than the normal civil one of the balance of probabilities. Mr.
Justice Kearns did not accept this. He considered various precedents opened to him, including the very recent Lawlor –v- Tribunal of Inquiry [2009] 2ILRM400 in which Chief Justice Murray, in turn referring to the previous judgement of Mr. Justice Henchy in Banco Ambrosiano, quoted with approval –

“Proof of fraud is frequently not so much a matter of establishing primary facts as of raising an inference from the facts admitted or proved. The required inference must of course not be drawn lightly or without due regard to all the relevant circumstances including the consequences of a finding of fraud, but that finding should not be shirked because it is not a conclusion of absolute certainty. If the Court is satisfied on balancing the possible inferences open on the facts that fraud is the rational and cogent conclusion to be drawn, it should so find”.

Mr. Justice Kearns was satisfied that these were indeed the correct principles to be applied. He further approved the views expressed by Chief Justice Hamilton in the case of Georgopoulus –v- Beaumont Hospital Board [1998] 3IR123 in which the degree of probability required on the part of the party alleging fraud was referenced to a test of proportionality. Chief Justice Hamilton had stated –

“As already pointed out in this judgement the proceedings before the Defendant were in the nature of civil proceedings and did not involve any allegations of criminal offences. The standard of proving a case beyond reasonable doubt is confined to criminal trials and has no application to proceedings of a civil nature”.

Mr. Justice Kearns, considering all such expressions of the law and the totality of the evidence before him, came to the conclusion that –

“I am satisfied on a test of balance of probabilities, and as a matter of inference from the entirety of the evidence, that the Plaintiff did cause this fire either on his own or in conjunction with some other person. It is an inference which I draw from all of the facts to which I have adverted in the course of this judgement”.

Another area of Irish insurance law that has recently seen quite some evolution and restatement with firm precedents is that involving the interpretation of insurance policies. Again, the Irish Courts over the last 25 years have shown no hesitation in applying well established, long standing principles, influenced by jurisprudence from abroad, to expand and elaborate upon how it will approach the interpretation of insurance policies in a modern, commercial setting.

In the Supreme Court decision of Analog Devices BV –v- Zurich Insurance Company [2005] 1IR274, Mr. Justice Geoghegan referred with approval to the following passage from Robert Clark’s book, Contract Law in Ireland in which the author stated –

“If the exempting provision is ambiguous and capable of more than one interpretation the Courts will read the clause against the party seeking to rely on it”.

This approach is frequently referred to as the contra proferentem principle; namely, that a clause will be interpreted against the party that has proffered it. Mr. Justice Geoghegan also quoted with approval a passage from an earlier High Court judgement of Mr. Justice
Kean in *Rohan Construction Limited –v- Insurance Corporation of Ireland* [1988]
ILRM373 in which he stated –

“It is well settled that in construing the terms of a policy the cardinal rule is that the intention of the parties must prevail but the intention is to be looked for on the face of the policy, including any documents incorporated therewith in the words in which the parties have themselves chosen to express their meaning. The Court must not speculate as to their intention apart from their words, but may, if necessary, interpret the words by reference to the surrounding circumstances. The whole of the policy must be looked at and not merely a particular clause”.

And

“It is clear that policies of insurance such as those under consideration in the present case are to be construed like other written instruments. In the present case, the primary task of the Court is to ascertain their meaning by adopting the ordinary rules of construction. It is also clear that if there is any ambiguity in the language used, it is to be construed more strongly against the party who prepared it i.e. in most cases against the insurer. It is also clear that the words used must not be construed with extreme literalism, but with reasonable latitude, keeping always in view the principal object of the contract of insurance”.

In so summarising the law, there is no surprise. Such an approach on the part of the Irish Courts mirrors that of almost every Court in the common law world. Again, from the precedents available, it is clear that the Irish Courts are generally unforgiving of insurers’ use of loose language. While evidence of the intention of an insurer is often given, it is of little significance, relative to the wordings used. Again, not dissimilar to the dictum of the Supreme Court in the various “non-disclosure” cases in the 1990s, the opportunity for an insurer to protect itself is fully in its own hands and, in the event of dispute, all benefit of the doubt will invariably be given to an insured. An examination of what authorities do illustrates this well, but also well illustrates that in appropriate circumstances, the Courts will not unduly favour an insured over the insurer in circumstances in which plain, straightforward and ordinary language is used and no real ambiguity arises, unless words are given a strained and artificial meaning.

**General**

It is hoped that this article has given some flavour of how Irish insurance law has evolved over the last 25 years. It is hard not to come to the conclusion, particularly when one reads a judgement such as that in *Manor Park Homes* that the standards demanded by Irish Courts of insurers’ behaviour will be high indeed. This undoubtedly presents a challenge to insurers, particularly at a time when internal procedures within insurance companies are tending to become more automated and process driven, with little intellectual input. Such a drive to economy brings with it real peril. While it gives rise to undoubted, short term savings, it may be taken as a matter of course that the Irish Courts will be unforgiving and unsympathetic. We cannot but all wait to see what the next 25 years holds for us all. As it has been to date, it will be an interesting journey.