
The Training Material on “Risk Management” has been produced under Project Sustainable Human Resource Development in Logistic Services for ASEAN Member States with the support from Japan-ASEAN Integration Fund (JAIF). Copyright Association of Southeast Asian Nations (ASEAN) 2014. All rights reserved.

Chapter 7: Handling Liability Claims

Objectives:

- To identify practical issues relating to claims handling

Insurance Damage Claims

When your cargo is damaged, it is important to substantiate your claim immediately. Knowing the general process of making a claim for damage is essential if you hope to prevail. Lack of knowledge may jeopardize your insurance coverage. Below is a brief summary to follow in the event of a damage claim. But keep in mind, if you do not have insurance coverage – you must still do these steps in order to protect your claim directly against the carrier.

Ownership of Damaged Cargo

Insurance companies, in only the most extreme cases, do not assume title to the damaged or lost goods. They are generally not a party to the contract of carriage. The insurance company can only pursue the claim against carriers after proving the loss has been paid under the policy. The assured must protect the insurance company's right to subrogate.

The most important thing to remember is that the cargo belongs to the assured and the assured alone is the one who has sustained the loss.

“Onus of Good Faith”

If you have damage, you must exercise due care in preventing more damage to the cargo. You do not have the right to abandon cargo. In other words, assureds must continue to act in the same manner as they would in the event they were uninsured. This is called the “Onus of Good Faith” and it is the basis on which all insurance is governed.

Minimizing a Known Loss

You may incur an expense in order to minimize a loss before receiving the insurance company's authority to incur that expense. Provided the expense incurred is reasonable relative to the amount of loss you are trying to avoid, the insurance company will pay for those expenses. This contingency is covered under the “sue and labor” clause of most marine policies.

DOCUMENT THE CLAIM

Contact your forwarder or broker when in doubt or with any questions on how to proceed.

Prepare a preliminary claim form and send it to the carrier for signature. If pilferage or damage has occurred, a survey may be required. As a general rule, amounts under \$500.00 DO NOT require a survey. If the damage is noted, you are to stop unloading or unpacking until a decision has been reached on the need for a survey. Failure to follow these instructions may prejudice any future recovery. DO NOT discard any dunnage or exterior containers as they will be part of any survey.

Place all carriers on notice

Along with noting delivery receipts, it is vital to place all carriers "on notice" in the event of a claim. Sample letters are included in this manual. The following are time limitations for placing carriers 'On notice' of the nature and extent of the claim:

Ocean Carrier: 1 Year from Date of Delivery.

Air Carrier: Pilferage and Obvious Damage - 7 Days

Hidden Damage - 14 Days

Non-Delivery - 120 Days

(*Air Carrier's Tariff may provide different time limits that prevail over a Bill of Lading or Oral Representation.)

Domestic Carriers: 7 Days from Date of Delivery

Adjusting Liability Claims

The liability insurance claims adjuster's job encompasses many facets and roles: as an investigator, an insurance contract expert, and a person of empathy who fulfills the policy promises to defend and indemnify the insured.

The investigation of a liability insurance claim fulfills the promise made by the insurer at the time the policy was sold. The adjuster is an investigator, an insurance contract expert, and a person of empathy who fulfills the promises made in the policy to defend and indemnify the insured. In doing so, the adjuster also protects the assets of the insurer so that only the claims owed are paid. The adjustment of a liability claim commences with the loss notice.

The Loss Notice

When an insured incurs a loss, the policy requires that notice be given to the insurer. The insured reports the loss directly to the insurer or to his insurance agent or broker who reports the loss to the insurer. The insured's report is then written in a document called a "Loss Notice." It is the Loss Notice that starts the claims investigation.

This is one of the most important documents the adjuster will see. It is the starting point of all liability claims. It tells the adjuster:

- when the loss occurred;
- the type of coverage the insured purchased;

- the type of loss;
- the insured's name, address, and telephone number;
- the agent's name and address;
- the location of the loss;
- who to contact and how to contact him or her (this section will usually give the name, address, and telephone number of the insured, the claimant, and any independent witnesses known to the insured);
- identification of the claimant and the injuries to the person or property claimed; and
- whether there is anything that should be given special attention, such as if the claimant is hospitalized, or the adjuster needs an interpreter.

From this basic information, the adjuster can prepare to meet the insured and the claimant.

The Need to Prove the Existence of the Policy

One of the few duties imposed on an insured is to establish that it is the insured of a policy of insurance issued by the insurer. This is sometimes difficult when the injury claimed arises many years after the policy expired. In *Dart Industries, Inc. v Commercial Union Insurance Co.*, 28 Cal 4th 1059, 52 P3d 79, 124 Cal Rptr 2d 142 (Cal August 19, 2002), the California Supreme Court was asked to resolve a dispute involving commercial general liability (CGL) insurance policies that were allegedly issued to Rexall Drug Company, a predecessor to Dart Industries.

Dart was one of several pharmaceutical companies that manufactured and marketed the drug DES that usually only injures the daughters of women who took the drug, and then many years after the birth of the daughters. Dart was sued by adult women, whose mothers had ingested DES while the claimants were in uterus, when they reached child-bearing age and developed precancerous and cancerous lesions as well as deformities of their reproductive organs resulting in infertility and miscarriages.

The policies on which Dart was making claim were destroyed or lost, and the California Supreme Court was called on to establish what proof was necessary from the insured in order to establish its rights under a lost or destroyed insurance policy. The court concluded:

When, as here, it is undisputed that there was an insurance policy covering the relevant time period and that the policy was lost in good faith and not recovered after diligent search, there is no reason either in the law of contract or of evidence why secondary evidence that attests to the substance but not the precise language of an insurance policy should be insufficient as a matter of law to establish the insurer's contractual obligations.

The California Supreme Court also set the limit for proof of the policy by extrinsic evidence by holding that the terms of the contract need only be proved by a preponderance (that is, 50% + 1) of the evidence.

Read the Policy

This may seem to be a rather strange requirement to impose on an experienced adjuster. The adjuster usually believes he or she is familiar with the policy and has read it a

thousand times. However, each set of facts of each new claim brings up new and different nuances in the policy. There may be policy wordings or provisions which are new and important to the case. The facts of each individual case clarify and colour the interpretation of the policy contract.

Meet the Parties Involved

There can be many parties involved in a liability claim, and their roles will vary from claim to claim. Below are listed some of the parties involved and the claim adjuster's relationship with and responsibility to them.

The Insured. After the adjuster has completed this basic preparation, he or she is ready to meet with the insured. Personal, prompt contact is essential. If the adjuster is in the field, he or she should make an appointment with the insured. If assigned to a telephone desk, the adjuster should call as soon as possible. The adjuster must explain to the insured who he or she is and the purpose of the visit. The insured should be informed that:

- The policy requires that the insured cooperate in the investigation to aid the adjuster to defend the insured against the claim being presented by the claimant.
- The insurance company, as an expression of its desire to provide the best service possible and to act in good faith to its insureds, hired the adjuster to help the insured.
- The insured has obligations to the insurer, such as:
 - to cooperate with the investigation;
 - to attend trials;
 - to provide documents; and
 - to provide information that might assist in the investigation and/or settlement of the claim.
- The insured and the insurer will present a joint defence to the claim of the third party.

Establish Rapport. The adjuster should establish a rapport with the insured at that first meeting so that the insured recognizes that he and the adjuster must work together as a team. Establishing rapport requires time and patience. It is accomplished by expressing an honest curiosity and interest in the insured, or claimant, as a person, before getting to the details of the loss and claim. It can be done by simple personal inquiries about the insured's, or claimant's, family and profession.

People tend to trust others who have the same background, education, training, or family relationships, as they do. The adjuster will usually find at least one thing he or she has in common with the witness to help create a relationship of trust and confidence. The average person will be more open and helpful to an adjuster he knows and trusts.

Obtain Statements. The adjuster should begin the investigation with a detailed statement from the insured. It is preferable to record the statement. More detail and clarity can be received in a recorded statement than in a written statement. The recorded statement is easier to take, because writing notes is unnecessary and continuous eye contact can be maintained with the interviewee. From the insured, the adjuster should determine the elements of the accident that brought about the claim:

- Who was involved in the accident?
- What happened to cause the accident?
- Why did the accident occur?
- Where did the accident occur?
- When did the accident occur?
- How did the accident occur?
- The insured's understanding of the accident.
- The identity of all witnesses to the accident so that the adjuster can interview them.²

The Claimant. The adjuster should also meet with the claimant to obtain his or her side of the story as to how the accident occurred. If the claimant is represented by counsel, the adjuster should communicate only with the attorney. It is against part of the relationship between attorneys and adjusters for the adjuster to communicate with a party who is represented. The adjuster must make the appointment with the attorney to take the claimant's statement, and the attorney should be present for the interview.

A recorded statement from the claimant is essential. The adjuster should have the claimant answer the same questions asked of the insured. During the interview, the adjuster must not let the attorney answer the questions. The adjuster must be persistent and polite, but be certain that the claimant answers each of the questions. The statement is not a deposition, however. It does not carry the formality, oath, or detail of a deposition.

The Witnesses. The adjuster must also interview each witness, and if they are willing, obtain recorded statements from them. If witnesses are unknown or unidentified, the adjuster should visit the scene of the accident and interview people who may have been witnesses.

For instance, an intersection automobile accident may have been viewed by the attendant at the gas station on one corner, the clerk at the convenience store, or the person who may have been watering his lawn at the time. A fire in a restaurant would require the interview of each employee and patron who might have observed relevant facts. A trip-and-fall claim at a department store may require interviews of employees and customers who were in the area at the time of the accident and the maintenance staff. A products liability claim may require interviews of experts in the product, both employees of the insured and independent experts, as well as individuals who saw the accident occur.

Visit the Scene

Depending on the severity of the incident the adjuster should take, or have taken, photographs of the scene of the accident showing what, how, and where the accident occurred. The photographs should also show all damage, and (if applicable) skid marks on a road surface. Photographs should be taken of everything available that could help establish the facts, including of the parties involved in the accident and of witnesses to the accident, for identification purposes.

Any other physical evidence that may have a relationship to the accident should be photographed, marked, and secured in the hands of the insured or a third-party depository. If evidence has been taken by the police, the adjuster must establish where

the police are holding the evidence and put the police on notice not to destroy the evidence without first contacting the insurer.

If property damage is involved, the adjuster should complete a physical photographic inventory of the remains. If the loss is extensive, the adjuster should consider hiring a professional to complete a video inventory of each item of property damaged and of the scene of the accident. The videotape should be recorded at the same time of day and year that the accident occurred, recording the points of origin in detail. The video should be taken silently. A narration can be added later, after everything has been seen. If the tape is narrated as it is taken, the adjuster could find that incorrect conclusions were recorded that will later be regretted. It is better to let the images speak for themselves than to have an incorrect narration because it was done before all the facts were known.

Contact Authorities

To get the official explanation of the loss, if available, the adjuster must make personal contact with the proper authorities, such as the police, the fire suppression captain, arson investigators, governmental investigators, or private security agencies. Contact made in person establishes a rapport that will be useful in future claims. It also helps the adjuster gather the necessary information. Contact with authorities by telephone, without first establishing a personal relationship, usually achieves nothing. Just as the adjuster did with the insured and the claimant, the adjuster must establish rapport with the authorities.

The adjuster should obtain copies of all relevant documents such as leases, police, fire, highway patrol, or other official reports, contracts, deeds, purchase orders, real estate listings, escrow documents, receipts, invoices, and anything else that might be relevant to the investigation. The adjuster cannot collect too many documents. Important documents may be discarded with the debris of the accident. If the adjuster does not ask—and obtain—the documents on the first visit, they will probably be lost forever, to the detriment of the insured and the insurer.

Write the Captioned Report

The captioned report, where each major section of the claims investigation is placed under a descriptive heading, should be written immediately after the first meeting with the insured and the claimant on every file, no matter how small. The length and detail of the report should only be limited by the extent of the loss. The captioned report is written to explain to the adjuster's supervisor, and his or her supervisors, all the adjuster knows about the loss so that they can make decisions required of them by the company and the law. The captioned report should provide detailed information under at least the following captions.

Insurance.

This caption should provide the following information.

- the company(ies) insuring the risk
- the policy number(s)
- the term of the insurance
- the policy limits
- the territorial limits

- special limits of liability applicable to the loss
- the coverages available
- the deductibles
- the form numbers applicable
- details concerning other insurance, if applicable
- all persons who qualify as insureds
- any unusual conditions, limitations, exclusions, or warranties

The Insured. If the insured is an individual, the adjuster must report his or her:

- name
- age
- date and place of birth
- Social Security number
- driver's license number
- citizenship
- marital status
- names and ages of spouse and children, if any
- occupation
- reputation
- previous loss history
- whether he or she has ever had insurance cancelled, non-renewed, or refused
- financial status, earnings and/or net worth

This may sound like exceedingly personal information that will be difficult to obtain. It is not, and it is the adjuster's job to obtain all relevant information. Further investigation cannot be conducted without this additional information.

If the insured is a corporation, report:

- the names of the officers;
- where the corporation is incorporated;
- its standing with the appropriate Secretary of State;
- the identity of the majority shareholder(s);
- its financial condition; and
- its net worth, dividends, or other profits paid to the shareholders.

If the insured is a partnership, report:

- the names of the partners;
- the type of partnership (general or limited);
 - If the partnership is limited, report the name of the general partner.
 - If the partnership is general, report the names of all partners and the person acting as managing partner.
- a description of all properties owned by the partnership;
- its net worth; and
- the financial condition of the partnership.

If the insured is an estate, report:

- the identity of the administrator or executor (obtain copies of the official papers appointing a person as the administrator or executor of the insured's estate);
- the assets of the estate; and
- the identities of those who will share in the assets of the estate when it is divided.

The Claimant. The report should include the claimant's name, address, Social Security number, date of birth, place of birth, occupation, driver's license number, names of family members, affiliation with business entities, and the name and address of a person who will always know where he or she can be contacted.

The Witnesses. For each witness, the adjuster should report the same information as for the claimant, as well as the location of each witness at the time of the accident, and any physical disabilities that might affect his or her ability as a witness. It can take as long as 5 years to get a suit to trial. If the witness cannot be found when the trial starts, the adjuster's investigation will have been wasted.

Origin. The adjuster must answer the following questions:

- What happened?
- When did it happen?
- Where did it happen?
- Where was the insured when it happened?
- What was the insured doing when it happened?

The adjuster must provide the sources of the information that enabled him or her to answer these questions. The adjuster should report on his or her meeting with the police or fire investigators, and make observations regarding what was said.

Risk. The assessment of risk requires a complete and detailed description of the persons insured. It also requires the adjuster's opinion on the advisability of keeping the insured on as an insured. If the adjuster, from investigation, believes the accident is one that will be repeated, he or she should advise the underwriters so that they can cancel or non-renew the insured. All those involved in claims have an underwriting function, and insurers have the right to select the persons they choose to insure.

Recommendations. The adjuster should comment on the desirability of the risk and whether or not coverage should be continued.

Adjustment. This section should explain the extent and nature of the injuries and damages claimed by the claimant. The adjuster should state his or her estimate of the loss and suggested reserve. The adjuster should also include information necessary to support this, like medical reports asked for or received and the adjuster's personal view of the claimant and his or her injuries. If property damage is involved, the adjuster needs to discuss:

- the preparation of estimates;
- meetings held or to be held;
- what has been discussed with the insured and with the claimant(s), like when and where contractors or other experts will meet with the insured or claimant, the time needed to complete the investigation, the next time the insured or

claimant can expect to hear from the adjuster, and what the adjuster needs to do to complete the investigation;

- what the adjuster will do from the date of the report forward, and what will be done by experts and independent investigators, photographers, engineers, or specialists retained by the adjuster;
- the use of statements taken;
- photographs and videotapes taken by the adjuster or by a professional;
- any information that leads the adjuster to suspect a fraudulent claim may have been attempted;
- whether reports have been made of a potential fraud to the Fraud Division, Bureau of Fraudulent claims (if the adjuster's Department of Insurance has one), or other relevant police agency;
- whether the adjuster has had demands for documents made by arson investigators or police authorities;
- whether private investigators or experts have been retained to advise the adjuster on the cause and origin of the loss; and
- whether a report has been filed with the Index Bureau, NICB, or other relevant data base.

Policy Violations. This section should explain all possible policy violations, such as:

- delayed notice;
- exclusions that may be applicable to the facts of the loss;
- conditions that might have been violated;
- warranties with which the insured might not have complied;
- change in ownership;
- other undisclosed insurance;
- misrepresentations on the application;
- a misrepresentation to the adjuster about the extent of the loss;
- a misrepresentation to the adjuster about the cause of the loss;
- concealment of material facts;
- that the loss is not within the policy term; and/or
- that the loss is not within the policy territory.

Subrogation. This requires a comment as to why subrogation is or is not involved. An insurer, by reason of its payment to, or on behalf of an insured, gains the equitable right to recover under the remedy of subrogation. If the adjuster has evidence that the wrongful or tortious act of another caused the injury, the fact should be reported. If a contractual relationship exists between the insured and the person charged with the responsibility for the insured's property, the insurer may be able to assume the insured's contractual rights against that party for indemnity. This section of the captioned report requires comment on any and all other rights the insured may have to contractual or implied indemnity.

Coverage Questions. If a coverage question exists, it should be submitted under this caption, either at the beginning or end of the report. When the adjuster presents a coverage question, the relevant policy language involved should be quoted and facts presented as they relate to the policy language.

Any Other Relevant Caption. The adjuster is not limited by these captions. Each file will have unique features that may require other captions to make the report complete.

Supplemental Reports

If the claim is not resolved with the first report, the adjuster must supplement that report on no less than a monthly basis with follow-up reports that explain the progress of the claim and its adjustment since the first report. Each supplemental report should contain a brief summary of the earlier reports to refresh the recollection of the supervisor, claims manager, or counsel who will be reading the report.

Resolve the Claim

At some point, the claim will be totally resolved either by settlement or court judgment. Since the costs of defence are extensive and often exceed the cost of indemnity, if investigation establishes that the liability of the insured is reasonably clear, it is best to resolve the claim by settlement. Similarly, if the thorough investigation conducted by the adjuster establishes that the insured is not liable, it is incumbent on the adjuster to refuse to settle.

Insurers should avoid gaining a reputation that they will pay any claim whether liability exists or not. Of course, economic decisions are sometimes made when a case that would require extensive defence can be settled for a relatively small amount. This type of economic settlement should be used with care and should be the exception rather than the rule. It should only be concluded after receiving the agreement and direction of senior claims management.

The adjuster should never make an economic settlement on his or her own initiative. If a settlement is reached, whether by the adjuster alone or with the assistance of defence counsel, before funds are paid, the adjuster should establish the following:

- that the claimant(s) has(ve) signed a general release of all claims containing a waiver of the right to make claim for unknown claims;
- if a lawsuit had been filed, that a dismissal with prejudice of the complaint is available to be filed immediately upon the payment of money (this is a document that advises the court of the settlement and prevents the plaintiff from refileing an action for the same damages);
- that all continuing investigation by private investigators is called off;
- that counsel are instructed to close their files;
- that the final report is prepared; and
- that the insured is advised of the settlement, is advised that no further assistance will be required, and is thanked for his or her assistance and cooperation.

The final report should include:

- a brief summary of what was said in the initial report;
- a summary of the settlement negotiations identifying the parties to the negotiations;
- offers and counter-offers made;
- a statement of the settlement;
- a statement of the steps taken by the adjuster to resolve the claim;

- the difference between the reserve and the actual settlement;
- the factual basis for the difference;
- the legal basis for the difference;
- advice provided by counsel; and

instructions to close the file and take down all reserves.

While it is necessary to place the carrier on notice within the given time frame, payment from them should never be accepted without first advising the insurance company. Accepting payment from the carrier without notifying the insurance company prejudices the insurance company's right of subrogation and violates a provision of your policy which may jeopardize the outcome of the claim.

Sample letter to carrier(s) concerning notice of loss

Date:

To: we recommend that a letter be sent to all parties involved, the trucker, steamship line, airline, etc.

LOSS DAMAGE NOTIFICATION

Bill of Lading

BOL date

House Bill of Lading

Number of packages/container number

Supplier

Consignee

Vessel/Airline

The cargo referenced above has sustained apparent damage. Please consider this our formal intent to file a claim against you for this cargo. Please mark your records accordingly. Further documentation will be forthcoming.

Kind Regards:

Your Name

Your Title

Your Company, address, phone and email.

Follow up with a letter indicating the amount of the claim.

Copies of both should be forwarded immediately to your insurance agent.

Claim Scenarios

Let us look at some common claims scenarios and what happens when the liability policy is activated:

Scenario 1:

Facts:

- LSP is entrusted with the transportation of cargo from point A to point B. He sees SLA standard trading conditions in the course of his business.
- During unloading of the cargo from the truck at destination, the goods were damaged.
- The cargo which is insured for \$2,000 weighs 20kg.
- LSP has a bailee's liability policy which has a deductible of \$1,000.

Actions:

- Bailee's liability insurer was notified. They instructed a surveyor to inspect the cargo.
- A joint survey was carried out between the cargo insurer's surveyor and it was established that the likely loss to the goods is below policy deductible.
- LSP is informed that his policy would not respond as the loss is within the policy deductible.
- LSP took over the handling of the claim, with the assistance of the liability insurer. He indicated to the customer that his liability is only \$100 (20kg x S\$5/kg) based on SLA standard trading conditions, suggesting that the customer claims against their own cargo insurance policy.

Scenario 2:

Facts:

- LSP issues his own bill of lading for an export shipment for LCL cargo of 2 pallets of machinery.
- During unstuffing, the deconsolidation caused damage to one pallet.
- The cargo insurer was notified and a joint inspection of the damages was carried out at the container freight station with the warehouse operator, who issues a discrepancy report showing the damages.
- The consignee files a claim against the warehouse operator, who in turn denies liability.
- The LSP was not informed of the claim. 6 months later, the subrogated cargo insurer files a claim against the LSP under their bill of lading.

Action:

- LSP informed his liability insurer of the potential claim and holds his master-loader liable for the loss.
- Insurer's claims department takes over the handling of the claim, requesting the insured to assist by furnish the shipment documents, including the unstuffing tally sheets and warehouse discrepancy report.
- LSP's liability is involved as he has issued a bill of lading. Liability insurer therefore settles the claim of the subrogated cargo insurer, based on package

limitation under the bill of lading, after requesting the LSP for the payment of the policy deductible.

Scenario 3:

Facts:

- LSP issues a bill of lading for 1 x 20' container stock 6 pallets of IC chips, weighing 200kgs.
- En route to destination, the carrying vessel encountered heavy weather, was grounded and subsequently sank.
- The consignee submitted a claim against LSP for total loss of the TVs.

Actions:

- LSP's liability insurer notified. They took over the claim and denied liability to the consignee on the basis of perils of the sea, an exception under the Hague-Visby Rules
- When pressed to settle the claim, the y suggested that the consignee refer the claim to the cargo insurer.
- LSP was advised by their insurer to hold the shipping line liable for the loss, which they did immediately.
- 9 months later, subrogated cargo insurer pursued the claim against LSP. LSP's insurers took over the claim and pleaded time bar. Alternatively, they suggested that the claim be settled based on package limitation under the Hague-Visby Rules.

Scenario 4:

Facts:

- LSP is instructed to ship a consignment of time-sensitive luxury goods by air.
- He arranges with the airlines and issues his house air waybill. He in turn instructs his overseas agent to clear the goods upon arrival.
- Due to staff turnover at the office of the overseas agent, the documentation could not be found and the goods were left in the air cargo terminal for one month, incurring store rent.
- Shipper claimed against LSP for store rent and loss of market, alleging negligence, error and omission on the part of the LSP's overseas agent.

Action:

- LSP's insurers are activated and they appointed a loss adjuster to investigate³ as to what actually happened.
- LSP file a notice of claim against their overseas agent.
- Insurer found that LSP's overseas agent was indeed negligent and they negotiated and settle the shipper's claim.

Scenario 5:

Facts:

- LSP's warehouse staff operated a leased forklift at the air cargo complex.
- As he was approaching the lift landing, the operator could not brake in time and crashed through the lift door.
- The forklift and the lift were badly damaged.
- The forklift owner and the lift owner claimed against the LSP for damages.

Action:

- LSP notified his liability insurer who appointed a loss adjustor to investigate into the circumstances of the loss.
- Adjuster interviewed the injured forklift operator and found that he was negligent in the handling of the forklift. He advised the operator not to speak to anyone other than his employer.
- Adjuster assessed the damage to both the forklift and the lift and establishes the reasonable cost of repairs.
- Adjuster negotiated and settled the claim of the forklift and lift owners, after obtaining an appropriate letter of discharge from them.

In all of the above scenarios, you will note that there are 3 fundamental things to remember:

- a) Never admit liability- try to defend the claim
- b) Notify the liability insurer as soon as possible, to allow them the opportunity to investigate into the matter.
- c) Preserve the recovery claim as soon as possible against sub contractors- any failure to do so may unduly prejudice the claim under the liability policy and breach the policy conditions.

2. Self-Assessment Questions

1. Under what circumstances do you notify your liability insurer?
2. What steps do you take to mitigate the loss when you discover that there was a break-in in your premises and goods were stolen?
3. How do you deal with the third party surveyor or loss adjuster?
4. What are the dos and don'ts of handling liability claims?