



Claims

Advocacy in Action:

17 Real Life Case Studies



Gallagher

Insurance | Risk Management | Consulting

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A man with a beard and glasses, wearing a dark suit and tie, is smiling while talking on a mobile phone. He is standing in front of a blurred office background. A white curved line graphic is overlaid on the image.

Seeing the value in claims expertise

At Gallagher, we understand that claims are a critical part of the client service experience in insurance. It's during the claims process that the true value of an insurance product or solution is revealed – this is where we, as brokers, demonstrate our role as trusted advisers and client advocates.

The real-life claims case studies in this brochure highlight our extensive expertise as insurance policy specialists, the robust relationships we maintain with our insurance partners, our ability to simplify complex claims for our clients, and our unwavering commitment to doing what is right for them. These stories are a testament to the exceptional work happening across our business and the extra mile we go for our clients. It fills me with pride to be part of the Gallagher team.

A common question we encounter is how and where we make a difference. In this document, you'll find a section called 'The Gallagher Difference' that showcases how our team brings our claims expertise to life in each case. Our dedication to building business confidence, fighting for what's right, and supporting clients through claims is one of our four key pillars of business practice.

The Gallagher Difference

A client-led approach

We don't just claim a "client-first" focus, it's embedded into our strategy and structure. It's what ensures we always act in your best interests to achieve the best outcomes.

A values-led culture

The people who started our business back in 1927 lived and breathed a very particular set of values, and it still stands today. We call it The Gallagher Way – it puts people first, no matter what.



We'll fight for what's right

We hope you'll never have to make a claim, but if you do, we'll stand with you. Because insurance is essentially a promise – and you need people who will keep theirs.

Creating tomorrow's solutions, today

You only get to stay around for the long haul if you know how to evolve and adapt.

I hope you benefit from these stories and can clearly see evidence of the strong service and claims expertise offered at Gallagher.

Dennis Dalati | Head of Claims

Commercial Property

EXAMPLE ONE

Industrial special risks

An industrial dryer damaged by fire successfully renegotiated after insurer rejected claim.

Claim background

A fire broke out in our client's industrial dryer. The fire destroyed the industrial dryer, however, no further damage to the client's building or site was determined.

The claim was originally declined by the insurer. It was initially determined by the assessor that the fire was likely due to the dryer spontaneously combusting. The insurer cited that spontaneous combustion was excluded under the relevant policy.

Resolution

In order to confirm whether the insurer's assertion was accurate the Gallagher claims advocate reviewed the documentation and reports and identified that the repairer's report indicated that while the fire was caused by spontaneous combustion, it was the clothing rather than the dryer itself that combusted.

In light of the new determination the Gallagher claims advocate was able to argue that as the cause of the damage had not been spontaneous combustion of the dryer but rather the clothing catching alight, the exclusion relied upon did not in fact apply in these circumstances.

The insurers ultimately accepted the position put forward by Gallagher and paid the approximately \$11,000 claim.

The Gallagher Difference

The Gallagher team's knowledge of the policy, situation and their attention to detail enabled the claims advocate to overturn the initial rejection and successfully argue both the validity and the value of the claim.

By leveraging the repairer's report and applying detailed understanding of the policy the Gallagher claims advocate was able to have the claim accepted and paid by the insurer.

EXAMPLE TWO

Business interruption

Identifying additional entitlements enabled a broader claims settlement for a bushfire preventing access case.

Claim background

Our client operates two tourism properties that were significantly impacted during the New South Wales and Victorian bushfires in November 2019 to January 2020. While there was minor property damage at each site, the primary cause of disruption to business operations was the wider area impact of the bushfires and prevention of access to the site through various mandated road closures.

Our client initially prepared their own claim submission, incorporating their perceived losses during the impacted period.

The insurers' claims assessors contacted our claims team, noting significant concerns with the calculation being put forward and questioning the methodology behind the submission.

Resolution

The Gallagher Claim Preparation Solutions (CPS) team, a division of Claims, specialises in the preparation and management of complex claims with a specific focus on Business Interruption.

The CPS team was engaged to review the submission and was able to work through the assessors' concerns with our client.

As the client's initial claim submission had been made under only one part of the policy we were able to identify additional cover in the policy which widened the scope of their ability to claim and doubled the available pay-out on their loss.

The team then rebuilt the submission, tailoring it around the appropriate policy wording and the value of the disruption calculated using the methodology specified by the policy.

The Gallagher Difference

The CPS team has extensive knowledge and experience with preparing and negotiating complex loss scenarios with a specific focus on Business Interruption losses. Their knowledge of policy wording and coverage enables our clients to optimise their recovery under the process.

The team has an excellent relationship with assessors which results in clear and effective communication when issues arise and enables constructive negotiation to resolve claims in an efficient manner.



Crime

EXAMPLE

Email fraud

An email fraud resulted in a business paying a fake supplier and a regulatory angle was pursued to gain support for the claim.

Claim background

In this case the client was a sporting organisation that fell prey to a social engineering scam. A third party intercepted an email between our client and one of their suppliers, then emailed the client purporting to be from the supplier and requesting payment for an invoice. While the invoice was valid, the requested payment was to a fraudulent bank account. Our client paid the invoice provided by the third party, believing it was from their supplier.

Some weeks later the supplier followed up the by then outstanding payment. It was only at this point that our client determined that something was amiss. Both the supplier and our client undertook internal investigations in order to identify where the issue had arisen. This background work determined that the payment had been made to the fraudulent third party's bank account.

The matter was notified to the broker. In 2019, at the time of the loss, this incident was not considered to be covered under the applicable policy. The particulars of the case did not seem to fall under the most relevant coverage and, as such, the claim was denied by the insurers.

Resolution

In 2020 the Australian Financial Complaints Authority (AFCA) released a decision that the interception of an invoice which results in a client suffering a financial loss is deemed a direct loss.

With this decision the claim scenario above now appeared to be covered under the 'direct financial loss by the client' sub-limit.

Gallagher was able to argue that, in line with the AFCA decision, the loss met this interpretation and therefore fell under the coverage in place at the time of the loss.

The Gallagher Difference

The Gallagher claims advocate was able to apply the AFCA decision and updated interpretation of the clause to ensure that the client got their claim paid. Even though the claim was initially rejected the Gallagher claims advocate stayed up to date on ruling and interpretation changes to ensure that all possible avenues for payment were reviewed.





Domestic

EXAMPLE ONE

Jewellery theft

Home break in jewellery theft.

Claim background

Following a break and enter at their home, our client found their jewellery had been stolen. The claim had stalled for a number of months with the insurer not issuing settlement for a significant portion of the jewellery where proof of purchase was not provided. They advised that their primary concern was that the claimed loss was not sufficiently justified and appointed their in-house investigations team and assessors to review the loss.

Resolution

In light of this delay, the claim was escalated to the Gallagher claims advocate who provided information the insurer had indicated they would accept and cited the obligation for all parties to act in good faith under the *Insurance Contracts Act 1984*.

The claim was ultimately paid due to the strength of the claims advocate's position in supporting the case for the client to be paid to the full limit available.

The Gallagher Difference

The Gallagher claims advocate is committed to ensuring that our clients receive their entitlements under the applicable policy. The Gallagher claims advocate leverages our contacts with insurers and assessors to ensure that incorrect and harsh settlement terms against the client are overturned.

EXAMPLE TWO

Home fire

A prestigious home destroyed by fire.

Claim background

Our client is the owner of a prestigious property in a well-known wine growing region. Due to a micro-fissure in the mortar of the fireplace the property caught fire in the middle of the night and burned to the ground.

The insurers sought the appointment of a quantity surveyor to assist in forming a view as to the overall costs associated with the rebuilding of the home and closing the claim down as quickly as possible.

Subsequently the insurer issued an initial global settlement offer that fell well below the client's expectations and did not meet the actual costs of rebuilding the property. Additionally, the insurer did not want to issue payment for alternative living expenses to the client as this was not their primary home and they had other properties where they could stay.

Resolution

Together with the client the Gallagher claims advocate devised a strategy that involved the review and reformulation of the claim, in conjunction with the client's architect. This allowed a line by line analysis document to be created for presentation to the insurer for consideration.

After this document was submitted the claims handler attended discussions between the client and the insurer's representatives to provide support where needed.

Following a series of strong negotiations the client received a revised offer from the insurer which was in excess of \$1 million more than the original offer and included payment for alternative living expenses.

The Gallagher Difference

No matter where we are needed, Gallagher will advocate strongly for our clients and not give up. Our technical ability and strong understanding of the claims we manage mean insurers listen to our views and respond accordingly.

Liability

EXAMPLE

Energy company

An unusual leakage threat and a bespoke policy added to the complexity of this liability claim.

Claim background

Our client is an experienced oil producer and explorer with interests in a number of oil fields across Australia. During routine inspections at one of their major processing facilities a leak was identified in the water injection pipeline between our client's processing facility and the beach. On closer inspection the leak was found to be a combination of both seawater and hydrogen sulphide which is toxic to people.

To meet the client's risk transfer requirements, cover had been provided under a bespoke policy which provided for evaluating, monitoring, controlling, removing, nullifying and/or clean-up the site. Given this coverage was rarely, if ever, claimed on, Gallagher firstly approached gaining acceptance of indemnity to progress assessing the significant costs incurred in addressing this leakage.

Resolution

The Gallagher claims advocate discussed in detail with insurers what the coverage under this policy was designed to respond to and if first party losses should be covered. These discussions included closely analysing the terms of the policy and how the client's incident matched the requirements.

The underwriters agreed that our views were correct and calculation of the costs commenced.

The Gallagher Difference

The Gallagher claims advocate's depth of knowledge of specialist insurance products and our relationships with insurers ensured that our client's claim was accepted by the underwriters. In addition our in-house expertise in assessing costs in a manner that can be quickly and easily understood results in faster settlement time and broader coverage.



Construction

EXAMPLE

Legal costs

A dispute over cover for legal costs resolved.

Claim background

Gallagher successfully tendered for a large construction account which had a number of active losses requiring us to run these claims to conclusion. A key claim in question was with a London-based insurer that Gallagher did not have a prior strong relationship with, and revolved around the recovery of legal fees incurred to defend against a loss.

Costs were submitted to underwriters for consideration, who reviewed the sums and offered a reimbursement of 60% as a fair and reasonable allocation on the basis that there was failure to present information to insurers and having not obtained agreement to changing solicitors to a firm that charged a far higher rate.

Resolution

Being new to the account Gallagher reviewed the file in its entirety, addressing the failure to present timely information by highlighting that our client had presented and communicated relevant updates. The failure to present the information to insurers was not our client's doing, but rather failures elsewhere.

Gallagher highlighted that the inclusion of new, albeit more expensive, counsel had in fact worked in the insurers' favour, as the claim was resolved without the need for settlement to third parties.

After interaction with the London insurers by the Gallagher Claims team, underwriters conceded that the manner in which the client conducted themselves was not only entirely reasonable, but also benefited the insurers. The insurers consented to increase their offer to 90% of the legal fees.

The Gallagher Difference

The Gallagher claims advocate works for all clients, new or existing, to ensure that offers by insurers represent a fair allocation under the policy, and we advocate hard for clients to ensure we maximise their recovery under their insurances, even when the claim is under a placement we did not make on their behalf.





Farm

EXAMPLE

Bushfire damage

A crossover between business and domestic property key to this bushfire damage claim.

Claim background

Our client suffered extensive damage to their property during the summer bushfires. The client's fencing and irrigation were destroyed and various other property items were lost during the fires.

The claim was referred to the Gallagher claims advocate as the insurer wanted to limit settlement to the farm fencing limit in the policy (\$10,000) only, less than half the claim put forward by our client. The claims advocate made enquiries to the insurer to request they review the coverage but these initial attempts were unsuccessful.

Resolution

Upon review of our client's policy the claims advocate identified that our client had taken out cover for their farm property as well as domestic risks. The claims advocate identified some potential for crossover when it came to the fencing and irrigation damages.

The Gallagher claims advocate then brought to the insurer's attention additional sub-limit costs (fire-fighting, removal of debris, adjustment for consumer price index etc.) that increased the amount our client could claim. We also identified that the excess was being applied incorrectly to this claim, as insurers had promised to waive policy excesses on certain insurance classes affected by the bushfires.

After review and negotiation the initial fencing and irrigation claim was settled in full for about \$35,000. In addition to this settlement it was identified through the discussions and review that further costs initially believed to be outside the claim would be eligible to be paid.



The Gallagher Difference

The Gallagher claims advocate has significant depth of knowledge concerning specialist insurance products. As a result of the claims advocate's understanding of the policy and coverage additional losses and costs were identified and included in the loss, ensuring that our client maximised all additional policy benefits.

The claims advocate's relationships with the insurers ensures that our clients' claims are accepted by underwriters. The claims advocate is able to present and explain these costs in a manner that's easily understood by insurers, which results in faster settlement.



Marine Hull

EXAMPLE

Engine failure

A question of the cause of engine failure resulted in protracted negotiations.

Claim background

Our client's vessel sustained a total failure of its main engine, putting the vessel completely out of service. A new engine was needed for the vessel to be operable. At the time of the failure the cause was unknown and the insurers initially denied the claim.

The Gallagher claims advocate worked with the assessor and third parties to determine the cause of the fault and have the matter reopened with the insurer. The report from the assessors stated that the cause of loss proposed was unlikely but in conclusion suggested a cause that would be covered.

The client became frustrated with the delay this involved and in an attempt to resolve the matter threatened legal action.

Resolution

The Gallagher claims advocate then succeeded in escalating the claim resolution to the insurer's national marine claims manager, and was then able to leverage the assessor's report and progress finalisation of the claim.

As a result we were able to push for a settlement without the claim being escalated to legal proceedings.



The Gallagher Difference

Gallagher builds trust with our clients so that in this case they were willing to hold off engaging legal services while the claims advocate was negotiating with the insurers.

The Gallagher claims advocate's knowledge of the policy facilitated the likely cause of the engine failure being identified and enabled us to successfully negotiate the validity of the claim. It also ensured that all appropriate costs in line with the policy were put forward. This enabled us to leverage a great result for our client.



Motor

EXAMPLE

Motor vehicle accident

Technology provided the solution to assessing damage from a motor accident in a remote location.

Claim background

Our client was involved in an accident when another vehicle veered onto the wrong side of the road. As the crash was in a remote location, the assessment by the insurer was expected to take months. The police stated that they would hold the vehicle until forensics had attended.

On review of the claim the insurer was prepared to wait for the assessment, which was unlikely to be completed in a timeframe that benefited our client. Following their assessment, the pre-accident value of the vehicle was under-represented by the insurer.

Resolution

We were able to gain an agreement from a police officer who attended the scene to send photographs from the accident detailing the damage so the insurer could assess this remotely, avoiding the usual in-person approach.

Due to the circumstances Gallagher sought agreement from the insurer to make an assessment based on the images alone, which they agreed to but then offered a total loss below the value of the vehicle.

Following negotiations, our team succeeded in raising the pre-accident value of the vehicle by almost 30%.

The Gallagher Difference

Our understanding of typical time frames involved in police and assessment processes enabled our client to avoid a costly and drawn-out claim and by being proactive we were able to ensure that our client was fully compensated in a timely manner.



EXAMPLE

Heavy motor – commercial machinery

A company specialising in both dry and wet hire of plant and equipment had equipment stolen while hired out.

Claim background

Our client was a hire company specialising in both dry and wet hire of plant and equipment, which had a generator unit stolen while hired out. Although our client provided their terms and conditions to their customer these were never signed and returned so they were unable to provide the documentation for the hire when making the claim.

The insurer declined the claim on the basis that there was no formal contract between our client and the company that hired the machine as the client was unable to provide evidence of the signed lease terms.

Resolution

Gallagher responded by conducting a further review of relevant Australian contract case law to present a strong position to the insurer that highlighted the six key hallmarks for a valid contract in Australia and case law from 1954 and 2019 which supported that payment for the hire was acceptance of the terms and conditions, and that these terms could be enforced.

In this way we were able to use the facts of the case to have the claim denial overturned in full.

The Gallagher Difference

The Gallagher claims advocate uses their knowledge of the relevant and applicable regulations, compiling evidence to support the client and composing an argument in the client's defence to effectively achieve a reversal in the claim outcome.



Financial Lines

EXAMPLE ONE

Professional indemnity

A data error in a large scale construction project raised the potential of a massive damages claim.

Claim background

Our client was a surveyor engaged by a builder to carry out the set-out of a seven storey residential apartment building. Due to an error in data import, the set-out was incorrect by approximately 700mm and the building was partially constructed in the wrong position.

Knowing the seriousness of the issue even prior to any formal claim being made, the Gallagher claims advocate immediately notified the client's insurer and advocated for the appointment of experienced professional indemnity solicitors to help protect our client's interests. There was significant push-back from the insurer who preferred to conduct the defence in-house.

A formal claim for rectification costs was brought by the builder and appeared to be significantly inflated, being in the region of \$1.5m. The claim included extensive costs involved in continuing to build in the wrong position and losses said to have resulted from the encroachment of the building onto a neighbouring property.

At the same time, the plaintiff's solicitors alerted local media to the issue and the subsequent newspaper article caused some distress to our client, along with the potential for reputational damage. It was clear that the claim needed to be settled quickly before it attracted any further media attention.

Resolution

The Gallagher claims advocate raised numerous issues with the in-house defence proposal and escalated these to the insurer's head of claims. Eventually the insurer appointed the lawyers we recommended, albeit on a limited basis. When proceedings were formally initiated, the insurer then upgraded to the engagement of our chosen lawyers to fully conduct the defence.

The claim was eventually settled with some very skilful legal negotiation on the part of defence counsel in the amount of \$825,000 plus costs.

The Gallagher Difference

Due to the Gallagher claims advocate's knowledge of the policy and its provisions for the defence we were able to persuade the insurer that early external legal involvement was necessary. Our extensive network of solicitors enabled us to identify who would be best placed to handle a defence case of this nature, and because of our involvement the client had the best defence available to them and the claim was settled swiftly without serious damage to their reputation.

EXAMPLE TWO

Directors and officers' liability

Meeting a regulatory requirement to defend this claims case came into contention.

Claim background

Our client was investigated by WorkSafe Victoria for an incident involving a child falling from a recreational ride and injuring their ankle. Their investigation focused on whether the ride was sufficiently safe to be suitable for the public. Our client made a claim for the costs of responding to the investigation.

These included engaging an engineer to assess the ride and provide certification of its safety. The insurer denied the claim for the engineer's fee as compliance costs required to satisfy the WorkSafe Victoria improvement notice.

Resolution

Through swift engagement with solicitors and consultant engineers to represent their interests our client was able to avert a more protracted investigation or prosecution.

The Gallagher claims advocate presented the case that obtaining expert opinion did fall within the ambit of defence costs because this was exactly what was required to provide evidence as to the safety of the ride.

Without it the client could have been prosecuted and the policy would have been required to respond to a much larger bill for defence costs.

The Gallagher Difference

The Gallagher claims advocate understands the particulars of how a policy should respond to defence costs and legal fees. Our practical and common-sense application of the facts to policy response and our efforts resulted in a complete turnaround in the insurer's position.



Film and Entertainment

EXAMPLE

Film production

Cover limitations imposed on a film production starring a major name required expert re-negotiation.

Claim background

Our client was a production company that was in the process of commencing production of a feature film starring an internationally renowned actress. To the significant detriment of our client, prior to policy inception the insurer sought to not only increase the premium for the production project, but to negatively amend the settlement terms for any potential claims.

Indirectly influencing this case, 12 other major film productions with other broking houses had accepted without question similar conditions where the insurer had made amendments to the claims conditions, creating a difficult precedent for negotiating better terms for our client.

Resolution

The Gallagher claims advocate worked through various points of law and policy to present a strong argument against the amended terms, which was ultimately accepted by the insurer after period of proactively pushing the case.

As a result our client retained the full benefit of their insurance policy at claim time without the detrimental conditions.

The Gallagher Difference

Gallagher understands that positive claim outcomes not only depend on the circumstances of the claim itself, but also the terms set out in the contract. Our understanding of the minute details in the definitions and exclusions of policies enable us to successfully negotiate better policy for our client which will prevent coverage issues in the event of a claim.





Corporate Travel

EXAMPLE ONE

Employee arrest overseas

On his way home he was detained at the airport and taken to jail with no arrest warrant.

Claim background

Our client was a mineral exploration company domiciled in Australia but operating in a West African country, whose claim involved a fly in fly out employee who was on his way to the airport to return home to South Africa after finishing his shift.

The employee was detained at the airport and bundled into a van and taken to jail by plain clothes individuals with no arrest warrant. Essentially he was kidnapped. Unbeknownst to him, a criminal trial had taken place where he had been found guilty of forgery. The employee spent five days in jail and was detained in the West African country for a further two weeks.

Gallagher was advised of the incident after the safe return of the employee, who was seeking reimbursement for his legal costs. Gallagher assessed his cover under the company's corporate travel policy and made claims under the illegal detention section of the policy for:

- the employee's legal representation costs
- daily detention allowance of \$500 per diem
- rebooking cost for the flight to return home following release.

The claim was declined on the basis that the arrest was not unlawful. The insurer's position was that the arrest and detention were the unfortunate outcomes of a commercial dispute between businesses.

Resolution

With assistance from the Gallagher international team the Gallagher claims advocate worked to better understand the local criminal procedure legislation under which the perpetrators operated. Gallagher then made full written submissions demonstrating that the arrest and detention were not carried out in accordance with the country's *Criminal Procedure Act*. It was therefore unlawful according to the definition of the word in the policy.

The resolution involved further negotiations with the insurer and ultimately resulted in the claim being paid in full.

The Gallagher Difference

Our international expertise and knowledge of legal frameworks enabled us to address the unique circumstances in which the claim was made. Claims can occur in regions outside Australia where the regulations may not be clear, and our capability to interpret and respond to these enabled Gallagher to obtain a positive outcome for our client.

EXAMPLE TWO

Cancellation

Personal travel bookings cancellation due to illness.

Claim background

When our client cancelled an overseas vacation due to an unforeseen medical illness their resultant claim amounted to costs of accommodation for themselves and their family that they had paid for already.

The insurer denied coverage of the claim under two separate conditions. Firstly they advised they believed the illness was a pre-existing condition that the client was aware of prior to booking. Secondly they advised that costs incurred by the other parties travelling were not covered under the policy.

Resolution

The Gallagher claims advocate discussed the denials with the insurer and advised that although the client had seen a doctor for an illness, there was no indication at that time of what the illness represented or that it would subsequently result in needing to cancel the vacation. Secondly Gallagher highlighted that all of the costs incurred were paid for by our client, so that he was the only person who incurred a financial loss.

In light of the arguments presented by Gallagher the insurer agreed with our position and settled the claim for the full amount.

The Gallagher Difference

Our understanding of the definitions and exclusions in the relevant policies led to our being able to satisfy the insurers that the claim met the policy conditions, was valid and our client entitled to the full cost covered by the claim.

Insolvency

EXAMPLE

Storm damage

Resolving questions concerning storm damage at a remote diamond mine site.

Claim background

Our client was the administrator appointed to wind up the business of an insolvent diamond mine in a remote part of Australia. The site was only accessible by plane (fly in only). When the site was impacted by a major storm the insurer raised questions concerning the validity of the date of the storm event and its effects.

The insurer's concerns were not only the date of damage but also the extent of insurance cover available to the administrator while not being present at the site, and how to value the damage to assets and equipment.

Resolution

The Gallagher claims advocate worked with insurers to appoint an assessor with the appropriate skills and understanding of the remote Australian region to manage the loss.

The Gallagher claims advocate also worked with the assessor and the client in order to determine the likely cause of the damage, and accurately identified the date of the storm that impacted the region.

We helped our client present the claim in line with the terms of the policy in place to ensure they received a full payout.



The Gallagher Difference

The Gallagher claims advocate endeavours to ensure that our clients receive what they are entitled to. Even when there are uncertainties Gallagher will work with the insurers, assessors and third parties so that our clients receive their full entitlements under the relevant policy.

Gallagher Claims Advocacy

Gallagher claims support is part of our service.

An Australian team of over 60 claims professionals with a variety of specialties supporting our teams in Asia with a vision to grow further in the region.

Gallagher is an international insurance brokerage, risk management and consulting firm, operating in 45+ countries. We are the chosen partner to more than 100,000 Australian businesses, from small businesses through to multinational corporations and iconic brands.

We help businesses navigate challenges with optimal insurance solutions and services, including claims expertise.

**Face tomorrow with confidence.
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