

## Clare Dixon

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*A formidable opponent because of her robust style in written and oral advocacy and in negotiations.*

- Legal 500, 2020

**Winner of the ‘Professional Negligence Junior of the Year‘ (2019) award by Chambers & Partners UK.**

**Clare Dixon practises in professional liability, insurance, disciplinary and commercial litigation. She believes in taking a tough but commercial approach to litigation and relishes advocacy in all its forms.**

She is recommended as a Leading Junior in the legal directories for Professional Negligence and Insurance:

**“A formidable opponent because of her robust style in written and oral advocacy and in negotiations.”** (*Legal 500, 2020*)

**"She is extremely good."** (*Chambers & Partners, 2020*)

**“She is firm, incisive and has the ear of the court.”** (*Legal 500, 2020*)

**"A formidable junior who is relentlessly good at what she does." "She comes up with an innovative approach to get a fantastic result, and is very user-friendly." "She is very good at making herself available, is very responsive and understands the pressures that solicitors might be under."** (*Chambers & Partners, 2020*)

**"She has good judgement and is technically excellent. A true team player." "The quality of her written work is very high and she is a delight to deal with." "Very bright and client-friendly." "She is very down-to-earth, a great communicator, and inspires confidence in the client." "She provides a first-class service - thoroughly recommended."** (*Chambers & Partners, 2019*)

**“She mixes great commercial acumen with an excellent grasp of black letter law.” “Responsive, bright and provides excellent advice.”** (*Legal 500, 2019*)

**"Technically outstanding", "very impressive on her feet" and "an excellent strategist"** (*Who's Who Legal, 2019*)

**“Reliable, thorough and good from the start of a claim through to trial. She is down to earth and straightforward, as well as clever and commercial. One of the best professional negligence juniors. Extremely trustworthy and superfast”** (*Chambers & Partners, 2018*)

**"A brilliant advocate"** (*Who's Who Legal, 2018*)



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**“Hardworking, timely in her responses and strong in her analysis” and “She provides robust and commercial advice, and is very tenacious”** (*Legal 500, 2017*)

**“She’s extremely intelligent, and gives her advice in a very understandable way” and “She is fantastic to work with and quickly grasps the detail in large cases”** (*Chambers & Partners, 2017*)

She **“provides probably the best-drafted written advice of any junior at the Bar” and “is admired by sources who value her “high intellect””** (*Who’s Who Legal, 2017*)

**“A no-nonsense terrier in court, who will tenaciously fight your corner” and “Calm and collected, hardworking, and a safe pair of hands”** (*Legal 500, 2016*)

**“An impressive junior with over a decade of experience in commercial litigation and professional negligence. She takes on work that involves a range of professionals including solicitors, surveyors and insurance brokers”. She is “A markedly insightful, meticulous and accomplished professional negligence advocate. She is approachable, driven and pragmatic – definitely someone to have on your team”. “She quickly grasps the important issues and provides advice which always considers the client’s commercial considerations”.** (*Chambers & Partners, 2016*)

## Privacy Policy

Click here for a **Privacy Policy** for Clare Dixon.

## Other information

Clare supports FreeBar, a forum focused on LGBT+ people and their allies working at and for the Bar.

# Areas of Expertise

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## Insurance & Reinsurance

**“A formidable opponent because of her robust style in written and oral advocacy and in negotiations.”** (*Legal 500, 2020*)

**“She is extremely good.”** (*Chambers & Partners, 2020*)

**“Responsive, bright and provides excellent advice.”** (*Legal 500, 2019*)

**“She has good judgement and is technically excellent. A true team player.” “The quality of her written work is very high and she is a delight to deal with.” “Very bright and client-friendly.”** (*Chambers & Partners, 2019*)

Clare’s practice includes a substantial insurance element both as a junior and on her own account. She has appeared twice in the Supreme Court in insurance cases.

## Professional Indemnity Insurance

With extensive experience in both professional liability and insurance matters, Clare is frequently instructed to advise in respect of non-disclosure, aggregation, successor practice and the interpretation of professional indemnity policies. Her instructions have ranged across a broad range of professions including solicitors, mortgage intermediaries, surveyors and debt recovery agents. Clare has particular interest in, and experience of, dishonesty issues and has acted for both insurers and insureds in relation to such matters.

Clare (led by Mark Cannon QC) appeared for the successful insurers in the Supreme Court case of *Impact Funding Solutions*



*Limited v AIG Europe Limited* [2016] UKSC 57; [2017] AC 73. *Impact* considered the ambit of the “trade debts” exclusion in solicitors’ professional indemnity policies and whether it excluded a solicitor’s liability to a disbursement funding provider. The Supreme Court also gave important guidance on the construction of clauses which, while worded in terms of exclusion, do no more than to define the extent of the liability or duty to which one party of a contract is to be subject.

Cases in this area include:

- Advising and acting for an insured valuer in an action against its professional indemnity insurers arising out of the scope of notifications made in the course of a policy year.
- Advising and acting for an insurer in an arbitration concerned with whether a notification was of a specific number of transactions or was a “can of worms” type notification.
- Acting for a solicitor against whom allegations of fraud, and claims for reimbursement, have been made by insurers who provided cover in three successive years.
- Acting for an insurer (led by Justin Fenwick QC) in an arbitration to determine who had first been notified of a number of claims with a value of about £2million. The case turned on whether, in the circumstances of this case, file requests by a lender comprised a notification of circumstances.
- Acting for an insurer (led by Justin Fenwick QC) in an arbitration to determine which insurer was on risk for a number of claims which were said to have been notified as part of a “can of worms” notification to insurers.
- Acting for a professional indemnity insurer (led by Justin Fenwick QC) in a claim against their former insured: *Travelers Insurance Co Ltd & Denton Wilde Sapte v Advani* [2012] EWHC 623. The case was concerned with whether the former employee had acted fraudulently so as to entitle the insurer to recover costs which they had expended in defending both the former employee and her then employer in a previous action.
- Acting for a valuer’s professional indemnity insurer initially (alone) to advise on the scope of the cover and the year which was potentially on risk and then (led by the then Sue Carr QC) to advise on whether insurers were entitled to decline cover to the insureds for dishonestly failing to disclose the existence of a potential claim prior to the renewal of the policy.

## Employers’ and Public Liability Insurance

In 2012, the Supreme Court handed down judgment in the *Employers’ Liability Policy Trigger Litigation*. This was the successful culmination of several years work during which Clare (led by Jeremy Stuart-Smith QC and Leigh-Ann Mulcahy QC) had represented Zurich Insurance Company at a 9 week trial in front of Burton J, a 3 week hearing before the Court of Appeal and a 2 week hearing in the Supreme Court. The case was concerned with the proper interpretation of employers’ liability policies which were written on an “injury sustained” or “disease contracted” basis and whether they would respond to mesothelioma claims at the time of inhalation or when the tumour developed. The Supreme Court found, by a majority, that such policies should respond at the date of inhalation.

Since *Trigger* Clare has been instructed to act on other matters concerning notifications to EL and PL insurers.

## Other Experience

Clare’s insurance practice is not confined to professional indemnity and EL/PL cases. She is frequently instructed to act for insurers/insured in case arising out of other types of policies and is familiar with the particular issues around other specialist areas of insurance such as D&O, Motor Trade, Personal Accident and Fire policies.

Cases in this area include:

- Acting for a claimant construction company in a claim against insurers pursuant to the Third Parties (Rights Against Insurers) Act 1930 following insurers’ decision to withdraw cover from a party against whom the claimant had obtained an arbitration award. Clare was led by Justin Fenwick QC.
- Acting for the insured in his claim for an indemnity under his former employer’s personal accident insurance policy. The

claim turned on the meaning of “accident” within the policy.

- Instructed by both insurers and the policyholder to make a binding determination as to whether prosecution costs incurred by a managing agent in the course of a Health & Safety prosecution were covered under an insurance policy.
- Acting for insurers to defend a claim for an indemnity arising out of property damage on the basis that the claim made was fraudulent and/or was supported by fraudulent devices.

Clare is the current editor of the “Members and Managing Agents at Lloyd’s” chapter in Jackson & Powell. She regularly gives talks and seminars on insurance law.

## Cases

- Impact Funding Solutions Ltd v. Barrington Support Services Ltd (formerly Lawyers at Work Ltd)
- Travelers Insurance Co Ltd and Denton Wilde Sapte v Advani
- Employers’ Liability Policy Trigger Litigation
- Avondale v Arthur J. Gallagher

## Qualifications & Memberships

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Prior to being called to the Bar, Clare read law at St Anne’s College, Oxford University, where she was President of the Oxford Union.

Clare is on the executive committee of the Professional Negligence Bar Association.

## Publications

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### **The new SRA Standards and Regulations: Greater freedom for solicitors?**

21 October 2019

In this article, Helen Evans and Clare Dixon of 4 New Square review whether the new principles, codes of conduct and disciplinary procedure rules wholeheartedly reflect a relaxation of the SRA’s grip, or whether competing forces are apparent. They also consider whether one of the unintended consequence of some of the liberalisation is to introduce a two-tier regulatory system for solicitors practising within regulated entities (such as firms) and those outside that structure.

### **Loss of a chance and the Claimant’s misconduct**

1 April 2019

When a defendant to a lost litigation claim relies upon allegations of fraud made by a third party, does that defendant have to state whether it asserts the truth of those allegations? A recent decision of the High Court on a strike out application has clarified that it does not. Clare Dixon summarises the case concerned in which Helen Evans appeared for the successful defendant.

### **GDPR and Insurance: who picks up the tab when things go wrong?**

8 May 2018

Notwithstanding assurances from the Information Commissioner that they “prefer the carrot to the stick” the fact remains that the ICO will have the power under Article 83(4) the General Data Protection Regulation (“GDPR”) to levy fines of up to €10million or 2% of annual global turnover on data controllers. Alison Padfield QC, Clare Dixon and Peter Morcos consider which aspects of GDPR compliance are likely to be insurable and/or insured, focussing in particular upon: (a) the insurability (or otherwise) of fines; (b) new potential liabilities under the GDPR; and (c) the potential pitfalls of assuming that cyber insurance will cover all civil



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liabilities under GDPR.

## **Nesbit Law Group LLP v Acasta European Insurance Company Limited [2018] EWCA Civ 268**

1 March 2018

In *Nesbit Law Group LLP* the Court of Appeal had to determine the proper construction of an exclusion clause in a series of Fidelity Guarantee Indemnity policies and whether the insurer should be permitted to amend its defence (the application having been made weeks before the hearing of the appeal) to allege various breaches of a loan agreement by insured which breaches were necessary for the insured to be caught by the exclusion clause.

## **Jackson & Powell on Professional Liability**

1 December 2016

Editor

## **Journal of Professional Negligence: commentary on *Berney v Saul* [2013] EWCA Civ 640**

6 March 2014

## **Insurance Law Monthly: *Standard Life Assurance Ltd v ACE European Group* [2012] EWCA Civ 1713**

29 March 2013

## **Insurance Law Monthly: *Global Process Systems (Court of Appeal)***

25 May 2010