

## David Turner QC

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**Clerk: Alex Dolby**

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*A superb courtroom performer and deadly cross-examiner; he is very quick-thinking on his feet with a measured style which earns the court's trust.*

- Legal 500

**David Turner QC specialises in commercial insurance and reinsurance, professional liability (principally accountants (both complex tax planning and auditors' negligence), brokers and solicitors) and commercial product liability disputes.**

He has been described in the Directories as *"a superb courtroom performer and deadly cross-examiner"*, *"tactically astute with a forensic approach to detail"*, *"very quick thinking on his feet"*, *"there is no part of a case which he does not familiarise himself with. There are no corners cut, he has everything at his fingertips in court"*, *"an excellent QC - very meticulous, thorough and measured"*, having *"a measured style which earns the court's trust"* and *"great with clients"*.

David's practice has typically involved large-scale disputes in the Commercial Court, Chancery Division, the Technology and Construction Court and in arbitration both at home and overseas. He enjoys working as part of a large, multi-disciplinary team, and places great emphasis on identifying and pursuing a strategy which meets his client's commercial requirements.

David accepts appointments to serve as either a sole or a party-nominated arbitrator in disputes in the UK and internationally. He is a Fellow of the Dispute Board Federation.

David is a member of COMBAR, TECBAR and the Professional Negligence Bar Association. He is an advocacy trainer for Gray's Inn.

### **Publications:**

David is author of the chapter on Professional Indemnity Insurance in *Jackson & Powell on Professional Liability*, and a reasonably frequent contributor to *Insurance Law Monthly*.

### **Wider experience**

David was a non-executive board member of a national charity from 2013 until 2019, serving additionally on its finance and medical research grants committees. He has also been a lay member of a Clinical Reference Group for a national specialised service.

### **Privacy Policy**

Click here for a **Privacy Policy** for David Turner QC.

## **Areas of Expertise**

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## Insurance & Reinsurance

**“His technical expertise in dealing with multi-jurisdictional issues, crafting strategy and executing the agreed plan of action with a focused result in mind is very impressive.” “He’s very nice to deal with, very experienced and has Supreme Court cases under his belt.” – Chambers & Partners, 2021**

**“Advice is proffered in a confident, thoughtful and ordered manner. David is bright, thorough, commercially aware and strategic.” –Legal 500, 2021**

**“He is intellectually first-class and has unrivalled knowledge of insurance law.” – Legal 500, 2020**

**“Very pragmatic, technically brilliant and clients love him.” “He has a beautifully strategic mind.” – Chambers & Partners, 2020**

**“Very popular with clients and an absolute pleasure to work with.” – Legal 500, 2019**

**“Incredibly quick to respond with crystal-clear, practical advice and very popular with clients.” “Very user-friendly, clever and a pleasure to work with.” – Chambers & Partners, 2019**

**“Has an excellent analytical mind and is capable of dealing with intricate matters of detail and explaining them in a readily understandable form. He has an excellent grasp of the nuances of insurance law.” – Chambers & Partners, 2018**

David is regularly instructed in a wide range of insurance and reinsurance work, arising out of property, professional indemnity, public and product and most other forms of liability policies. He is the editor/author of the chapter on Professional Indemnity Insurance in the current edition of *Jackson & Powell on Professional Liability*. David’s experience in this area includes:

- Leading a team of counsel from 4 New Square for RSA in the FCA Test Case about the response of non-damage business interruption extensions to the COVID-19 pandemic
- Acting for reinsurers in an international arbitration seated in the DIFC under the UNCITRAL Arbitration Rules
- Advising an overseas insured on recovery of substantial Business Interruption losses following damage to gas pipelines
- Acting for excess layer underwriters in respect of claims by generic pharmaceutical manufacturers/distributors under various patent infringement liability policies
- Acting for insurers in a mega-arbitration seated in Mumbai under the IBA Rules, arising out of the construction of a 10.5 MMTPA oil refinery in Asia and involving claims for material damage and under an ALOP/DSU policy
- Advising insurers for a major UK construction company as to coverage in relation to potential claims arising from the construction of a mechanical biological treatment plant under a major waste and recycling PFI contract in the North West of England
- Advising a bank in relation to a claim under the Third Parties (Rights Against Insurers) Act 1930 arising out of an EPC sub-contract for a biomass fuelled power generation plant constructed pursuant to a PFI contract
- Acting for public & product liability insurers in a Commercial Court dispute arising out of damage to glass furnace refractories in Kentucky
- Acting for public liability insurers in defending a coverage claim arising out of a substantial fire in an aerospace factory
- Advising property insurers in respect of policy response following the explosion of a marine waste oil tank in an overseas port
- Acting for property owners in Part 8 proceedings against a contractor’s liability insurers concerning the scope of the contractor’s obligation to provide collateral warranties and the interrelationship between that obligation and an exclusion in the contractor’s policy
- Acting in various PI insurance arbitrations concerning notification of circumstances to particular years of cover
- Acting for insurers in an arbitration relating to the aggregation of 100s of claims under a PI policy
- Advising PI insurers as to the application of the Special Institute Condition in respect of a claim arising out of a substantial commercial mortgage fraud in which an employee of the insured had played a pivotal role
- Advising a major RTA insurer in relation to its motor accident recovery model
- Advising major EL insurers in relation to its entitlements under a premium adjustment clause

- Acting for property insurers in successfully defending a substantial claim in respect of the destruction of a domestic dwelling on grounds that the fire had been started at the direction of an insured and of breach of policy terms
- Advising major EL insurers in relation to policy triggers for mesothelioma claims
- Acting for Part 20 Claimant seeking contribution from Lloyd's in Commercial Court litigation arising out of failure to include exclusion within a quotation for Italian medical malpractice cover
- Acting for fraudulent receivables insurers on a successful application for summary judgment in Commercial Court against Insured on limitation grounds, notwithstanding the Insured's arguments as to waiver and estoppel
- Advising a firm of accountants on the scope of the FSA 86 exclusion in the ICAEW minimum wording
- Acting for insurers in successfully defending claims with aggregate value of £5M brought under PA policies by Southampton Football Club and Blackburn Rovers Football Club following disablement of players
- Advising professional indemnity insurers in relation to PA LMX Spiral claims
- Acting for reinsurers in defending claims made by the reinsureds for non-payment under various reinsurance treaties
- Advising in relation to a claim by German reinsurers against French reinsurance agents concerning business written through the London market under various binding authorities
- Acting for public liability insurers in their successful defence of claims brought under the 1930 Act by former pupils of a special school at which they alleged they had been victims of sexual abuse
- Advising professional indemnity insurers in respect of policy response where Insured brokers had placed "phantom cover" with underwriting agents
- Advising professional indemnity insurers in relation to construction-related claims exceeding £100M made on underlying insurances in respect of a large number of separate projects
- Defending a 1930 Act claim against the professional indemnity insurers of a firm of accountants on the grounds that the policy was voidable for fraudulent non-disclosure notwithstanding the innocent non-disclosure provisions
- Advising professional indemnity insurers in relation to recovery from reinsurers which had purportedly avoided their reinsurance contracts
- Acting for defendant property damage insurers in a £10-million claim arising out of fire damage, where the dispute centred on the incorporation of warranties/suspensive conditions
- Acting for property damage insurers in a variety of claims where insurers avoided for pre-inception non-disclosure of adverse moral or physical hazard
- Acting for all risks insurers of a Train Operating Company in resisting a claim arising out of the Sandy derailment, where the dispute centred on the incorporation of terms on renewal and whether the exception relied upon by Insurers was unenforceable on the grounds of repugnancy
- Advising as to the definition of "damage" under a CAR project policy where work was delayed by inclement weather
- Acting for Insurers in defending a variety of property claims on the grounds of fraud on the part of the Insured including but not limited to arson and the use of fraudulent means or devices to support a claim
- Advising Insurers as to the extent of cover, definition of damage and operation of standard exclusions in respect of a claim under a Product Liability policy concerning faulty printed circuit boards incorporated into mobile phones.

## Qualifications & Memberships

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M.A. (Cambridge) Dip Law (City University)

Member of COMBAR, TECBAR and PNBA

## Insights

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### 4 New Square E-Bundling Guide

14 April 2020

Drawing on extensive experience of working with different types of e-Bundle, David Turner QC has created a guide setting out the advantages and disadvantages of different types of standalone e-Bundle, a step-by-step approach to their compilation and how to get the most out of them.

### **Halliburton Company v Chubb Bermuda Insurance Ltd [2018] EWCA Civ 817: arbitral appointments in related or overlapping references**



NEW SQUARE

23 April 2018

The question of whether an arbitrator can accept appointments in related or overlapping references can arise with surprising frequency, especially in the context of excess layer insurance programmes. In *Halliburton*, the Court of Appeal held that (1) an arbitrator should have made disclosure of later references but (2) on the facts of the case, neither the fact of the later references nor the failure to disclose them would have led a fair-minded and informed observer to conclude that there was a real possibility that the arbitrator was biased.

## **Jackson & Powell on Professional Liability: chapter on Professional Indemnity Insurance in the current, 8th, edition**

### **The ‘MV Renos’ [2018] EWCA Civ 230**

21 February 2018

In the ‘MV Renos’ the Court of Appeal had to determine whether the Respondents (“Owners”) had lost the right to abandon the vessel and claim that it was a constructive total loss

### **Bluebon Limited v Ageas (UK) Limited plc and others [2017] EWHC 3301 (Comm)**

15 December 2017

Many commercial property insurance policies contain a term, dressed up as a warranty, requiring the electrical installation to be tested every five years. In *Bluebon*, Bryan J had to determine whether the five year period started from the date of the last inspection (if any), or from the date on which the policy inception

### **Premier Motorauctions Ltd v PricewaterhouseCoopers LLP [2017] EWCA Civ 1872**

23 November 2017

Ever since Stuart-Smith J’s decision in *Geophysical Service Centre v Dowell Schlumberger (ME) Inc* [2013] EWHC 147 (TCC), impoverished claimant companies have sought to rely on the existence of an ATE insurance policy as a reason why a Court should not make an order for security for costs. In *Premier Motorauctions* the Court of Appeal was required to decide whether, and to what extent, the existence of ATE cover really could defeat an application for security for costs

### **Ted Baker plc v AXA Insurance UK plc [2017] EWCA Civ 4097**

11 August 2017

In *Ted Baker plc v AXA Insurance UK plc*, the Insured appealed Mr Justice Eder’s findings at first instance ([2014] EWHC 3548 (Comm)) that it (1) had breached a claims co-operation clause, compliance with which was a condition precedent to Insurers’ liability, and (2) had failed to prove that its claimed loss of profit exceeded the deductible

### **AIG Europe Ltd v. OC320301 LLP and others [2016] EWCA Civ 367**

14 April 2016

In *AIG Europe Ltd v. OC320301 LLP and others* [2016] EWCA Civ 367, the Court of Appeal reviewed a decision of Teare J concerning whether a number of different claims against a firm of lawyers could be characterised as arising from similar acts or omissions in a series of related matters or transactions for the purposes of limb (iv) of the aggregation provision within the prevailing Solicitors’ Minimum Terms and Conditions