

## Graham Eklund QC

Call: 1984

Silk: 2002

+442078222000

g.eklund@4newsquare.com

**Clerk: Andrew Call**

a.call@4newsquare.com

+442078222038

+447788443600



*Absolutely superb and a pleasure to work with - a really, really sharp man.*

- Chambers & Partners

**Graham Eklund QC has a broad ranging and thriving civil and commercial practice, with a particular focus on insurance and reinsurance claims, where he specialises in defending insurers against fraudulent claims and acting on other claims where there are policy coverage issues.**

Graham is shortlisted for the 'Insurance Silk of the Year' (2019) award by Chambers & Partners UK.

He has a substantial practice in product liability and property damage claims. His professional negligence practice focuses on claims relating to insurance brokers and financial advisors. In relation to personal injury claims, he predominantly deals with catastrophic injuries and claims where there is a principle of law in issue as to liability.

He has a friendly client focused approach, but is regarded as a tough operator who is not shy of the detail in a case and as a barrister who will fight his client's corner tenaciously.

Graham has long been recommended as a leading Silk in the legal directories (Chambers UK Bar, Legal 500 and Who's Who Legal: UK Bar). In the 2019 edition of Chambers he is recommended in four categories - insurance, product liability, professional negligence and property damage (see below).

In Chambers 2019 he is praised for being: *"technically astute and always a great choice with clients", "very knowledgeable", "extremely highly regarded", "a very safe pair of hands", "Graham is sharp and drills down into the key issues in cases. He is excellent with clients and has a great legal mind", "an excellent barrister. Very pragmatic and approachable", "his experience is evident in his superb written work and advocacy. He demonstrates excellent attention to detail and technical brilliance at all times."*

Chambers 2018 included:

*"a go-to man for the most difficult cases", "extremely professional and very responsive, he's user-friendly even when dealing with the most heavyweight, complex litigation", "determined, relentless and robust", "he is sharp and gets to the key issues very quickly when analysing a case", "extremely professional, very responsive and user-friendly."*

Chambers 2017 included:

*"someone you want on your side when something gets a bit knotty", "client-friendly and an excellent advocate", "he's absolutely superb and a pleasure to work with - a really, really sharp man", "he sees the heart of the issue immediately and never loses focus",*



*"he enjoys a tremendous popularity based on his thorough application to his instructions, his courteous style and his great client awareness", "his legal skills are first-rate and he's also calm and unflappable which instills confidence", "clients value his direct, no-nonsense approach and judgement."*

Chambers 2016 included:

*"a very calm and collected performer, who is unruffled in court. He presents a case in a very measured way and often with success. He is a formidable opponent.", "he's incredibly user-friendly from a solicitor's perspective. He is good at working as part of a team and you receive a cradle to grave service", "he is very bright, able to cut through extraneous detail and very good on his feet."*

Chambers 2015 included:

*"Fights for the insurer and really looks after their interests", who is "a formidable opponent", whose "direct, no-nonsense approach and judgement is valued", who "is very good at getting to the heart of the issues and not being distracted by a large volume of information" and "who has handled a number of catastrophic fire cases" and has "very good judgement, gives very clear advice and takes a robust approach".*

Who's Who Legal: UK Bar 2015 record that he is *"first and foremost a sensational trial advocate"* a *"hard nosed man"* who is a *"go to Silk for insurers"*.

In the 2019 edition of Legal 500 Graham is recommended in three categories - insurance, product liability and professional negligence. The Legal 500 describes him as being *"known for his knowledge of the law, abilities as an advocate and adviser, practical wisdom and interaction with clients"* (2019) *"an excellent communicator and is good with clients", "a clear thinker, who inspires calm confidence in clients"* (2017) *"entirely unflappable"* with *"a courteous but incisive style"* (2016). He is *"The go-to counsel on policy wordings"* and that in respect of product liability he *"Features regularly in insurance-related claims."* For profession negligence claims it records he *"Goes beyond the call of duty for clients"* and he has *"An impressive breadth of knowledge and extremely good client handling skills."*

In his insurance practice, Graham acts for a wide range of major insurers, both in the company market and the Lloyd's market. He has particular experience in representing insurers on coverage issues (policy interpretation, misrepresentation and non-disclosure, breach of condition/warranty and fraud). Many of his cases in this area have been reported.

A particular speciality is fraud. He has been conducting fraud trials for 25 years and is noted for his judgment and ability in this area, having conducted a large number of trials where he has successfully established fraud on the part of the insured. In a recent very unusual case when acting for Aviva, he established that the claimant/insured had submitted a fraudulent claim to an earlier insurer (NIG) and that the fraudulent claim on NIG was a material fact which ought to have been disclosed to Aviva. NIG itself had not alleged or proved fraud when dealing with the claim made to it.

His product liability practice embraces claims in respect of serious damage caused by fires, many of which have been caused by the failure of electrical items or defective electrical installations. Recent claims also include the failure of gaskets in medical products, the failure of silicone breast implants and the use of a fungicide (dimethyl fumarate) as an anti-mould agent in the use of leather furniture. He has experience of claims arising from failed agricultural crops and the use of faulty fertiliser for the growing of crops.

Graham's busy property damage practice involves both recovery actions and defending substantial claims against insureds. Examples include fires in a waste processing centre (£10 million), a paper storage warehouse (£13 million), an industrial estate (c£25 million) and a copper manufacturing plant (£15 million).

He undertakes professional indemnity work, particularly claims involving insurance brokers and financial advisors. His extensive insurance practice and experience makes him ideally placed to act in these fields.

Graham's personal injury practice is focused on catastrophic personal injury claims, especially those arising out of motorsport accidents and other claims where there are issues of principle involved relating to liability.

## **Privacy Policy**



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## Areas of Expertise

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### Insurance & Reinsurance

Graham has a very extensive practice covering insurance and reinsurance of most classes of risk, including particularly general commercial liability (EL/PL/products); property, business interruption and economic loss claims; professional indemnity; motor; financial risk. Within these fields he regularly represents insurers on commercial indemnity issues arising from claims by their insureds.

He regularly advises on, and acts in, substantial coverage disputes and in business disputes between insurers, underwriting agencies and reinsurers. He acts for insurers in substantial subrogated actions to recover their outlay. He is familiar with regulatory obligations of insurers under FSMA 2000 and with advising on the FOS jurisdiction (including challenges). He also advises on indemnity insurance issues, including notifications and coverage.

Particular specialities are acting on claims where fraud is alleged against the insured, frequently working closely with forensic accountants, claims where there are allegations of non-disclosure or misrepresentation of material facts at inception or renewal and claims where there are issues of breach of condition or breach of warranty. Many such claims have gone to trial and have been reported. A selection of reported cases are included below. A more extensive list of his reported cases can be found [here](#).

He is recommended in the Guides as a leading Silk in this field:

**“A fine and rigorous eye for detail and an enormously calm but determined presence in consultation and in court.”** – *Legal 500 2020*

**“He has an extraordinary breadth and depth of knowledge and has very good courtroom skills.” “He’s a great cross-examiner.”** – *Chambers & Partners 2020*

**“Technically astute and always a great choice with clients.” “Very knowledgeable.”** – *Chambers & Partners 2019*

**“Known for his knowledge of the law, abilities as an advocate and adviser, practical wisdom and interaction with clients.”** – *Legal 500 2019*

**“Determined, relentless and robust”, “he is good at getting past the noise and identifying the key points.”** – *Chambers & Partners 2018*

**“A clear thinker, who inspires calm confidence in clients.”** – *Legal 500 2018*

**“Someone you want on your side when something gets a bit knotty”; “He’s absolutely superb and a pleasure to work with – a really, really sharp man.”** – *Chambers & Partners 2017*

**“A go-to counsel for policy wordings.” “He is very accessible and is really seen as someone who fights for the insurer and really looks after their interests.”** – *Chambers & Partners 2015*

**“An impressive breadth of knowledge and extremely good client handling skills”** – *Legal 500 2015*

Examples of his current and recent work include below.

### Cases

- Milton Insurance Ltd v Brit Insurance Ltd

Interpretation of conditions precedent to liability and allegations of breach of condition relating to an intruder alarm

- **Bate v Aviva Insurance UK Limited**  
Acting for Aviva in establishing non-disclosure and misrepresentation of material facts relating to a previous fire and the use of a domestic property, including establishing the use of fraudulent devices and subsequently establishing Mr Bate was in contempt of court.
- **Roberts v Tranmere Rovers Football Club and James Ashcroft; Tokio Marine Insurance v Aviva Insurance (2014-15)**  
Representing Aviva in contribution proceedings brought by Tokio Marine Insurance alleging dual insurance with Aviva policy, because of Aviva's alleged liability to indemnify James Ashcroft.
- **Phoenix Engineering v Churchill Insurance (2014-15)**  
Representing Churchill Insurance in denying that a motor policy provided an indemnity to Phoenix Engineering where the car which caused loss and damage was set on fire by the negligence of a Phoenix employee when undertaking welding work to his own car in his employer's engineering workshop
- **Equity Red Star v Axa Corporate Solutions Insurance (2012-15)**  
Representing Lloyd's syndicate Equity Red Star in seeking rectification of policy documents in respect of a claim by Axa for a contribution to substantial personal injury damages paid by Axa, where Axa allege dual insurance (i.e. a policy provided by Axa and a policy provided by Equity Red Star).
- **John Seery v Torah & Chesed (B H) Limited (2014-15)**  
Representing Aviva in denying an indemnity to Torah & Chesed and considering the underlying liability of the insured in a personal injury claim.
- **McLauchlan & Harvey Ltd v Zürich Professional and Financial Lines (2012-15)**  
Representing Zürich in denying an indemnity in respect of damage to a building (c £10 million) due to non-disclosure of material facts and/or late notification of a claim.
- **Castle Oak Care Partnership Ltd v National Insurance and Guarantee (2013-15)**  
Representing NIG in denying a claim for an indemnity in respect of fire damage (c £6 million) at a construction site, where the fire was caused by arson of an employee of the security company insured by NIG. NIG allege breach of a notification condition precedent.
- **Faraday Reinsurance Co Ltd v Premier Mastic Asphalt and Falmouth Beach Resort Hotel Ltd (2012-15)**  
c. £10 million fire damage claim at an hotel, representing Faraday in alleging as against its policyholder, breach of condition in relation to precautions to be taken to prevent a fire when working on the hotel.
- **Russell v Hiscox Insurance Co Ltd (2013-15)**  
Representing the Claimant in a claim for an indemnity ( c £6 million) on a reinstatement basis in respect of fire damage to an historic house in Northern Ireland
- **Hoyle v Zürich Insurance Plc (2013-2015)**  
Acting for Zürich in alleging fraud against domestic policyholders, alleged to have set fire to their own home
- **Dyfed Cleaning Services Limited v QBE Insurance (Europe) Ltd – (2014)**  
Acting for QBE in alleging breach of a condition precedent relating to the requirement to ensure the proper cooling of dried towels and linen, where the breach led to a substantial fire (c £3 million).
- **Aviva Insurance Ltd v Margaret Dibb (2013-14)**  
Acting for Aviva in relation to a possible indemnity for liability where the tree which fell down and injured a third party after the quotation for third-party insurance was provided, but before the quotation was accepted and before the third-party insurance was contracted for

- **Various Claimants v Castlebeck Care (Teesdale) Limited (2012-14)**  
Acting for insurers in relation to a claim for an indemnity in respect of claims brought against a care home alleging physical abuse in the treatment of residents of the care home
- **Evans v Zürich Insurance Company (2013)**  
Representing Zürich in alleging fraud in the bringing of a claim for loss and damage of a slipway following flooding through a house situated adjacent to a beach
- **The Seashell of Lisson Grove Ltd and Others v Aviva Insurance Ltd and others**  
Acting for Aviva in relation to allegations of breach of condition relating to the cleaning of cooking and extraction equipment in a fish and chip shop.
- **Sharon's Bakery (Europe) Ltd v Axa Insurance UK plc and others**  
Acting for Axa and other insurers, in establishing non-disclosure and misrepresentation of material facts relating to the earlier false representation made to a third-party funder (which was a matter of moral hazard) and establishing that false information had been provided to the insurers on the making of the claim.
- **Aviva Insurance Ltd v Brown**  
Acting for Aviva in establishing the use of fraudulent devices (the false setting up and arranging of evidence relating to a claim for alternative accommodation) in the making of a long-standing claim for subsidence damage.
- **Synergy Health (UK) Ltd v. CGU Insurance Plc**  
Acting for Synergy Health (UK) Ltd in establishing an entitlement to an indemnity in respect of substantial fire in a linen cleaning plant. Insurers were alleging a failure to notify them at renewal of a failure to comply with risk improvement requirements, but it was established that even if there had been notification, underwriters would not have taken any different course, such that underwriters were unable to establish the relevant reliance required to avoid having to provide an indemnity.
- **Joseph Fielding Properties (Blackpool) Ltd v Aviva Insurance Ltd**  
Representing Aviva in successfully establishing fraud in relation to a prior claim made against Aviva and non-disclosure of material facts. These included non-disclosure to Aviva of the failure to advise prior insurers of material facts when proposing for various policies of insurance and of a prior fraudulent claim made against NIG. The prior fraudulent claim made against NIG was proved at trial, even though it had never been alleged or established by NIG.

## Qualifications & Memberships

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B.A., LLB Hons (Auckland)