



## Graham Eklund QC

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*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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### Professional Liability

For many years, Graham has been recognised as a leading Silk in the area of professional indemnity work.

**“He is very capable.”** – *Legal 500 2020*

**“He is very calm and cuts to the heart of a case very quickly. Because of his easy manner he is very popular with clients.”** – *Chambers & Partners 2020*

Previously described by *Chambers & Partners 2019 and Legal 500 2019* as **“Extremely highly regarded.”** **“A very safe pair of hands.”** **“He regularly handles cases involving financial negligence, as well as brokers negligence cases.”**

**“Clients value his direct, no-nonsense approach and judgement”** , **“his legal skills are first rate, but he’s also calm and unflappable.”** – *Chambers & Partners 2017*

His professional indemnity practice involves a range of claims, particularly more recently those in respect of negligent financial advice and in respect of insurance brokers’ negligence. A broker’s conduct is often an issue in insurance claims he handles, especially where non-disclosure or misrepresentation at inception or renewal is alleged or the broker has failed to advise on the terms of an insurance policy where it is alleged that there has been a breach of condition or breach of warranty by the insured. Brokers are often added as parties to claims where the insurer denies liability on grounds which have involved the broker’s inadequate conduct.

Examples of his current and recent work (not including those cases where an insurance broker has become involved in an insurance or reinsurance dispute) include the following.

### Cases

- **Hyundai Marine & Fire Insurance Co Ltd, Daewoo Insurance Korea Corporation v Houlder Insurance Services Ltd and Houlder Insurance Brokers Far East Limited (2012-2015)**  
Representing insurance brokers (Houlder Insurance Brokers Far East Limited) in a claim alleging negligence and fraud in arranging reinsurance for refund guarantees issued to the buyers of commercial ships being built in Korea.
- **Banks Design Architects v Cavendish Munro Professional Risks Ltd (2013-2014)**  
Failure by an insurance broker to notify a claim made against the insured architect. Allegations of problems relating to delays, problems with fire doors, overcharging and lack of movement joints.
- **Trembath and Treadwell v Bentley-Leek Financial Management Ltd, QBE Insurance (Europe) Ltd (2014)**  
Failure by an insurance broker to notify a claim made against the insured architect. Allegations of problems relating to delays, problems with fire doors, overcharging and lack of movement joints
- **FSCS v Independent Financial Advisers (2013)**  
Issues as to the recovery from third parties where the individual investors had been completely or partially compensated by the FSCS.
- **Peter and Sheila Whitworth v Alpha to Omega (UK) Ltd and Hiscox (2012)**  
Claims to the FOS and against insurers regarding negligent financial investment advice in relation to an investment portfolio.

- **Weinstein v John Joseph Financial Services Limited (2012)**

Issues relating to alleged failure to explain the risks relating to the bond issuer, a failure to advise that insurance policies would be purchased where there was no real secondary market for them to be sold into if necessary, a failure to advise that the bond which was to be purchased was offshore and the funds invested offshore, such that there was no compensation scheme to protect the intended investment.

- **Bernham Limited and others v Oval Insurance Broking Limited (2012)**

Allegations of negligence against insurance brokers re information provided to insurers at inception of the contract of insurance.

## **Qualifications & Memberships**

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B.A., LLB Hons (Auckland)