

## Neil Hext QC

Call: 1995

Silk: 2015

+442078222000

n.hext@4newsquare.com

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**Clerk: Lizzy Stewart**

l.stewart@4newsquare.com

+442078222032

+447912405153



*Highly analytical, very bright and a great asset for the most complex of cases.*

- The Legal 500

### **Neil Hext QC specialises in Insurance / Reinsurance, Professional Negligence, Construction and Commercial Law.**

Recognised in the directories as a leading Silk in Insurance and Professional Negligence, he has been described as "*incredibly talented and great to work with*", "*ferociously bright, with an excellent eye for detail*", "*an excellent analyst of claims*" and "*a very effective advocate*" who "*provides clear and business-focused advice*".

Neil is a highly respected trial advocate with an increasing appellate practice. He is at home in arbitration as he is in court, and also sits as an arbitrator. He is instructed in international arbitration.

His insurance/reinsurance practice covers the full range of coverage and policy issues, from material damage and business interruption claims, to public and professional liability and D&O claims. He has a particular interest in construction related insurance, including coverage under design and build policies for contractors and contractors all risks cover. He has significant experience in advising on coverage for historical abuse claims.

In construction and engineering, Neil's recent experience includes a dispute arising out of the construction of a residential tower block in Canary Wharf, a claim arising out of the construction of a international sports stadium, and an adjudication relating to the joint insurance provisions of the NEC3 contract.

Neil's professional negligence practice encompasses insurance brokers, lawyers, construction professionals, accountants, surveyors and other disciplines. He has been in a number of the recent important broking cases. He edits the chapter on surveyors in Jackson & Powell on Professional Liability.

In the commercial field he has particularly expertise in commercial fraud cases, including misappropriation of corporate assets and tracing claims. His practice encompasses the obtaining of urgent interlocutory relief, including freezing injunctions, *Norwich Pharmacal* orders and *Bankers Trust* applications.

### **Privacy Policy**

Click here for a **Privacy Policy** for Neil Hext QC.

## **Areas of Expertise**

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### **Insurance & Reinsurance**

**“Neil is sensationally good, extremely measured and calm. He has great leadership.” “He is clever, thorough and has an eye for detail.”** – *Chambers & Partners, 2022*

**“Thoroughly approachable, responsive and highly experienced in insurance matters. He is my first port of call for large, complex insurance disputes. He delivers commercial and pragmatic advice, is a robust advocate, and a safe pair of hands.”** – *Legal 500, 2022*

**“He’s very sharp and very good on coverage matters.” “Neil is highly intelligent and analytical with an eye for detail. He is an excellent advocate, extremely knowledgeable and a pleasure to work with.” “He’s exceptionally good and is very commercial.”** – *Chambers & Partners, 2021*

**“Neil has a finely tuned intellect, is logical and calm, and his judgement is excellent. He is also very down to earth and engaging, and his manner inspires confidence and respect in equal measure.”** – *Legal 500, 2021*

**“A very impressive and compelling advocate. Voraciously intelligent but nevertheless able to explain complex points clearly.” “Clear thinking and decisive with a good grasp of strategy and commercial outcomes.”** – *Chambers & Partners, 2020*

**“Straightforward, highly analytical and impressive on his feet.”** – *Legal 500, 2020*

**“Fantastically detailed and very diligent.” “He has a great eye for detail and is able to drill down to the heart of the most complex of cases. Highly intelligent and analytical.”** – *Chambers & Partners, 2019*

Neil acts for both insurers and insureds dealing with the entire range of coverage issues. He has experience that is both broad and in depth, encompassing issues of non-disclosure and misrepresentation, breach of warranty, application of conditions precedent, as well as aggregation, the Third Parties (Rights Against Insurers) Acts, subrogation and notification of circumstances in claims made policies. His experience includes public liability policies, material damage/business interruption, directors & officers insurance, construction/erection all risks, employers’ liability, jewellers block policies and professional indemnity. He regularly advises both insurers and insureds on policy response, including on questions of fraud, and has also advised insurers on drafting of policy terms.

Neil has a particular interest in construction related insurance and advises on design and build cover and contractors all risks policies. He has expertise in the effect of the joint insurance provisions in the standard construction forms and significant experience in the issues that frequently arise as to the width of cover for construction defects following a notification.

He has acted in a number of cases involving claims on financial advisers’ liability policies arising out of FCA mandated remediation schemes, dealing with coverage issues, and in particular the threshold for notification of circumstances.

He has particular experience in relation to the arguments that commonly arise in relation to the solicitors’ minimum terms, including the meaning and effect of the aggregation clause, and its application to bulk retail practices. He also advises on public/employer’s liability cover for historical abuse claims.

Neil regularly acts in insurance broking cases and has appeared in a number of the recent important cases in this area.

He is recognised in Chambers & Partners as a leading Silk in Insurance, *“a silk known for the quality of his advice”, “gets to the nub of things very quickly”, “he delivers robust, comprehensive and well-formulated commercial advice and products exceptional advocacy”* (Chambers & Partners, 2018); *“technically excellent and a real fighter”, “Incredibly bright and hard working, and particularly good on highly technical insurance issues”*, *“he’s an absolutely brilliant teamworker and someone who looks at the detail and picks up points other people would miss“* (Chambers & Partners, 2017); *“ferociously bright, with an excellent eye for detail”* (Chambers & Partners, 2016).

His important cases in this field include:

- *Dalamd Ltd v. Butterworth Spengler Commercial Ltd* [2019] Lloyd’s Rep IR 295 (claim against insurance broker arising out

- of fire at waste recycling facility; effect of non-disclosure on variation of composite policy; test for causation in broker's claims; whether balance of probabilities or loss of a chance)
- *Pakeezah Meat Supplies Ltd v. Total Insurance Solutions Ltd* [2019] Lloyd's Rep IR 137 (assessment of damages in brokers claim)
  - *Channon v. Ward* [2017] EWCA Civ 13 (Court of Appeal; representing broker in £1.8m claim arising out of failure to place accountants' PI cover; whether notional policy would have paid out)
  - A £30m claim against insurers arising out of dispute between design and build contractor and employer for alleged defects in the design of a waste processing plant; alleged failure of process to pass reliability testing; whether contractually waste was "acceptable waste"; cause of catastrophic failure of one of main structural members in composting hall (2015)
  - *Ocean Finance & Mortgages Ltd v. Oval Insurance Broking Ltd* (2015) (acting for brokers in the context of an £4m claim arising out of alleged failure to make a block notification in respect of sale of PPI products)
  - Acting for the Claimants in an arbitration brought under the Third Parties (Rights against Insurers) Act 1930 concerning the aggregation provisions of the solicitors' minimum terms (2015)
  - *Homeserve plc v. RSA* (2014) (claim against insurers by financial services provider for costs of remediation exercise mandated by FCA)
  - *Jones v. Environcom Ltd* [2010] Lloyd's Rep IR 676 (claim against brokers arising out of fire at waste processing facility; scope of broker's duty to explain duty of utmost good faith; whether insured insurable); [2010] Lloyd's Rep IR 190 (whether insurers seeking negative declaration in relation to cover can obtain security for costs against counterclaiming insured)
  - *Dedames v. NFU Mutual* [2009] EWHC 2805 (non-disclosure and affirmation)
  - *Mopani Copper Mines plc v. Millennium Underwriting Ltd* [2009] Lloyd's Rep IR 158 (significance of deletions to construction of reinsurance slip)

## Qualifications & Memberships

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Neil is a member of COMBAR, BILA and the London Common Law and Commercial Bar Association.

LLB (Bristol) European Legal Studies

## Insights

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### The COVID-19 challenge: insurance coverage in the time of lock-down

1 April 2020

In this article written for Thomson Reuters Practical Law, Neil Hext QC and Mark Cullen of 4 New Square provide guidance on the main types of insurance cover that are potentially relevant in relation to losses resulting from COVID-19. In particular, they consider whether insurance cover might be available under business interruption, event cancellation, employer's liability, D&O, credit and travel insurance policies.

### Whose knowledge counts? *Singularis v. Daiwa* and Attribution

6 November 2019

Last week, the Supreme Court handed down its decision in *Singularis Holdings Ltd v. Daiwa Capital Markets Europe Ltd* [2019] UKSC 50. That case got the attention that it did because of the tension with the result in *Stone & Rolls Ltd v. Moore Stephens*. Others have dealt with the detail of the decision in *Singularis* (including an excellent article by my colleague, Mark Cannon QC – see <https://www.linkedin.com/pulse/stone-rolls-rolled-away-auditors-singularis-holdings-v-mark-cannon-qc/>). I want to look more generally at the issues created by attribution in a corporate context, and how the courts in recent years have approached them.

### Liquidated Damages after Termination: *Triple Point Technology v. PTT*

5 March 2019

What happens to liquidated damages when a contract is terminated? Does the clause apply? If so, is the employer entitled to payment up until the point of termination, or beyond? These questions were addressed by the Court of Appeal in today's decision in *Triple Point Technology v. PTT*. Neil Hext QC considers the implications of the judgment.



## **Professional Negligence Claims arising out of GDPR**

14 May 2018

The penultimate instalment in 4 New Square's GDPR series- what happens when professionals get their GDPR advice wrong? Inevitably it will transpire that mistakes will have been made by professionals giving (often very expensive) guidance on GDPR compliance. Their clients will want to consider whether a claim for professional negligence can be made. In this article Neil Hext QC, Stephen Innes and Helen Evans of 4 New Square discuss some of the issues which are likely to arise in such claims.