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Articles

regulations and insurance requirements from country to country as regulatory authorities struggle to adapt current and prospective laws to new technology and to national social, economic and political priorities.

This article considers current approaches taken to this issue in several jurisdictions and examines the arguments for and against with particular reference to the recent Policy Paper. It is argued that a national policy that omits a considered and effective implementation of compulsory liability insurance is ignoring a vital dimension in managing the risks and impacts associated with the use and deployment of drones and other emerging aviation technologies.

In the particular case of drones, it is suggested that an adaptation, with appropriate modifications, of relevant compulsory third-party motor vehicle schemes with associated nominal defendant arrangements or of other accident compensation arrangements could provide a tried and extensively tested pathway to resolving problems flowing from unregistered and/or uninsured drones.

Insurance policy exclusions for 'flood': *LMT Surgical* the high water mark after *Landel*?

— *Patrick Mead* 216

An insurer bears the onus in establishing that a particular claim falls within an exclusion clause.

In relation to exclusions of damage caused by flood, as was observed by Jackson J in *LMT Surgical Pty Ltd v Allianz Australia Insurance Ltd*, the scope of the cover or exclusion of damage caused by flood, depends on the specific language deployed in the particular policy on the subject matter and is not determined by cases decided upon the meaning of other clauses in policies which deploy other language or by broad statements as to purpose or object.

Does my Western Australian Employer Indemnity Policy cover my contractual liability to indemnify another?

— *Mark Greenland* 233

Employers often give contractual indemnities to other parties, such as principals and lessors. Liability insurance policies generally exclude contractual liability. The standard form, Western Australian Employer Indemnity Policy does not expressly exclude contractual liability. Employers occasionally call on their employers' indemnity insurer to cover these third party contractual indemnity liabilities. This article discusses the conflicting lines of authority on this question and ventures some observations on how a lawyer might manage such a case. This monograph concerns a typical three level hierarchy with a principal (or some other third person), an employer and a 'worker'. These levels are of course connected by contracts. The particular issue involves a contractual indemnity from the employer to the principal/third person. Usually, the worker has been injured at work. The injury is found to be due to the negligence of the principal/third person and possibly also the employer. The question is whether the employers' indemnity policy will cover the employer for its liability to the principal/third person under the contractual indemnity.