

Insurance Law Journal (ILJ)

Volume 30 Part 2

(articles, case note and book review included in this part are linked to the LexisNexis platform)

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Articles

[Alabama: The devil fools with the best-laid plans](#)

— *Rob Merkin*

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The Supreme Court of New Zealand in *Xu v IAG New Zealand Ltd* has decided by a bare majority that the purchaser of a damaged building who has also taken an assignment of the insurance claim relating to that building is precluded from recovering anything more than the reduced value of the building. If the policy also provides coverage for rebuilding costs, the assignee cannot recover such costs. However, the position of the assignee could have been so much worse had the insurers refused all payment to the assignee on the basis that the assured's insurance claim had been satisfied by payment of the purchase price. Could the insurers have done so? The question turns on the correct interpretation of the decision of the House of Lords in *Burnand v Rodocanachi*, which arose out of the activities of the Confederate cruiser *Alabama* during the American Civil War. This article examines the complex yet fascinating historical background of *Burnand v Rodocanachi*, and highlights the limitations of the decision.

[The new development of the *Insurance Law* in indemnity insurance in China: The fourth judicial interpretation on the *Insurance Law* by the Supreme People's Court](#)

— *Zhen Jing and Hongbin Guo*

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The fourth judicial interpretation by the Supreme People's Court on certain issues concerning the application of the Insurance Law came into force on 1 September 2018. It has clarified many long-disputed issues relating to insurable interest, assignments of subject matter insured and the insurance policy, increase of risk, mitigation of loss, subrogation, and liability insurance in China. This article critically examines the provisions of the Interpretation IV, and discusses the issues which have been addressed in the Interpretation IV, the problems which have remained unresolved, and new challenges which are created by the Interpretation IV. Meanwhile, the ways in which the problems can be addressed and the new challenges can be coped with in the future are considered.

Case Note

[Equitas Insurance Ltd v Municipal Mutual Insurance Ltd:](#)

The Fairchild Enclave and allocation of losses in reinsurance

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Book Review

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