

Insurance Law Journal

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(Article and Case Notes included in this part are linked to the LexisNexis platform)

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Article

[The impact of insurance fraud on the global economy](#)

— *Pradeep Tiwari*

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Insurance fraud is one of the most pressing socio-economic issues of this era. Insurance is an arrangement to provide financial compensation to individuals and businesses for the effects of misfortune, but fraudsters make a fortune in the process. This paper aims to investigate the causes of insurance fraud and suggest ways to fight against dishonest behaviour. A qualitative research methodology was adopted to collect data. The paper concludes that the major causes of insurance fraud are financial stress, greed, a sense of entitlement, poor remuneration, weak internal control, and lack of awareness and training. Due diligence to recruit staff, regular staff training, rotation of duties, effective internal control, and stringent claims handling procedures are some of the key factors to maintain orderly functioning of the industry and fight against insurance fraud. Unless insurance fraudsters are severely punished under the criminal justice system, the innocent consumers will continue to suffer, and the economy, at large.

Case Notes

[Full Federal Court dismisses appeal and finds that a notification term in insurance contracts was not unfair: *Australian Securities and Investments Commission v Auto & General Insurance Company Ltd* \[2025\] FCAFC 76](#)

— *Adrian Coorey*

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[Clause versus cause: Indian courts depart from Wayne Tank in interpreting insurance exclusions](#)

— *Dr Kiran Mahasuar*

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This article examines the 2022 decision in *Oriental Insurance Co Ltd v Sony Pictures Networks India Pvt Ltd*, a key case in the Indian insurance law landscape. The case revolved around the insurer's denial of a fire loss claim on the grounds of spontaneous combustion, which was excluded under the policy. The court, however, ruled in favour of the insured, highlighting the evidentiary burden on insurers and underscoring judicial reluctance to uphold exclusions not conclusively proven. This article situates the judgment in broader doctrinal debates around proximate causation, exclusionary clauses, and the relevance of the Wayne Tank principle within Indian jurisprudence.

Zurich Australian Insurance Ltd v CIMIC Group Ltd [2024]
NSWCA 229

— *Fred Hawke and Zanna Gorfe*

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