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First Party Insurance in Australia: Legal Essays



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This Guide was prepared by reference to current case law and legislation in force as at November 2023, but does not purport to be an exhaustive statement of all applicable case law and legislation.

Due to the extensive nature of this Guide, there may be some references to case law and legislation that are no longer current. This Guide attempts to draw out the most significant points in the relevant case law and legislation. Whilst all care has been taken to ensure that the most up to date information has been included, not all aspects of the case law and legislation have been covered. The material contained in this Guide is in the nature of general comment only, and neither purports nor is intended to be advice on any particular matter. No reader should act on the basis of any matter contained in this publication without considering, and if necessary, taking appropriate professional advice upon his or her own particular circumstances.

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Patrick Mead

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PREFACE

In *Farriss v Axford (No 2)*¹ Cavanagh J discussed the distinction between a liability policy, in which the indemnity sought would be in respect of a liability to pay damages to a third party, and a first party insurance policy under which an insured person makes a claim in respect of damage to their goods.

In *Hronopoulos v Building Appeals Board*² Mukhtar AsJ adopted the explanation contained in *Sutton on Insurance Law* (Lawbook, 4th ed. 2015), that the peril in first party insurance destroys or diminishes the insureds' person, property or interest or deprives the insured of its use.

These essays in relation to first party insurance have been compiled for the assistance of insurers and their advisors, brokers, loss adjustors, third party administrators and other insurance industry professionals.

It is hoped that the topics covered will afford the reader a greater understanding of the process of, and approach to, first party policy wordings by the courts, through the detailed analysis contained herein.

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¹ [2021] NSWSC 1055, [21].

² [2022] VSC 376, [52].

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