

Trident Insurance v McNiece [1988]

Evidence

A plant specializing in limestone production named Blue Circle made a contract with an insurance company named Trident. According to the agreement between the plant and the insurer, the policy of the latter was designed to cover issues including but not limited to public liability and work defects. The "assured" party Blue Circle was guaranteed to be covered as "contractors, subcontractors, and all the related policies." However, it was public policy insurance, which did not include the claims reviewed under Workmen Compensation Laws. The matter of the issue is that one of the workers employed and contracted by the McNiece construction contractor received a severe injury while performing a crane operator at the construction site. As a result, McNiece appeared for the worker's indemnity against Trident, the insurer.

Problematics

The challenge of the case was the determination of whether McNiece could count as one of the assured parties in the agreement made between Trident and Blue Circle.

Resolution

The court dismissed the counterappeal presented by the insurer. Formally, McNiece was the third party, even though it was the main contractor of Blue Circle. According to the specific wording of the contract between Trident and Blue Circle, the policy of the agreement covered contractors and sub-contractors as well. Moreover, the policy was designed to cover the Blue Circle's contractor, which includes McNiece. However, despite the legal status of Blue Circle as the only party that is liable for the premium services of the insurer, eventually, McNiece won the indemnity based on the subcontractor's negligence. Nonetheless, it was an exception for the court because of the specific initial contract wording.

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