

Late Payment of Insurance Claim and Potential Technological Solutions in UK Law

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Scientific debate

Abstract

In England and Wales, the Insurance Act 2015 and the Enterprise Act 2016 reformed some of the major legal principles in commercial insurance law, one of which is about late payment of insurance claim. Under the new law, the insurer will be in breach of the implied term if insurance claim is not paid within a reasonable period of time. This article will analyse this new legal doctrine and provide some suggestions on how insurer can deal with the new law. The article will first analyse the wordings of the legislation to establish what are the problems and confusions that may arise under the new law. The article will then analyse court cases to establish what will be the potential applications of the new law. Since there is no definite answer to these potential legal problems, the author suggests to solve the legal problems by modern technologies. Two types of technology will be examined, namely Smart Contract and Artificial Intelligence. This article will then provide some suggestions on how the insurer should deal with the legal problems.

Keywords: Insurance law, late payment of claim, Smart Contract, Artificial Intelligence

1. INTRODUCTION

Traditionally, English law did not permit the assured to seek damages against the insurer on the ground of late payment of insurance claim. The reason of it was that the duty of paying indemnity, under an insurance policy, was recognised as a form of damages, and thus it was against the principle of English law to claim damages on top of damages.¹ The situation is changed since the enactment of the Enterprise Act 2016. To be

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¹ *Sprung v Royal Insurance (UK) Ltd* [1999] 1 Lloyd's Law Rep IR 116.

precise, that is section 28, 29 and 30 of the Enterprise Act 2016 which are inserted to section 13(A) of the Insurance Act 2015.²

After the enactment of the new law, in the situation where the insurer fails to pay a claim within a reasonable time period, the insurer would be in breach of the implied term of an insurance contract, and thus, the assured can seek damages against the insurer. This change of law does not only affect the stakeholders in England and Wales but also exerts a global effect, as the United Kingdom remains one of the biggest international insurance hubs. The far-reaching effect of this reform can also be recognised considering the historical background that the English insurance law was a model of many jurisdictions that are the major players of the global insurance market.

To examine the legal issue of late payment of insurance claim, this article will be divided into three sections. The first section will analyse the legal problems that are likely to appear under the new legislation, namely section 13(A) of the Insurance Act 2015. The second section will analyse the use of modern technologies, namely Smart Contract and Artificial Intelligence, for insurance claim payment and how the technologies can be potential solutions to the identified legal problems. In the final section, the author will conclude on how the insurer should address the new legal issues that may arise under section 13(A) of the Insurance Act 2015.

2. THE LEGAL PROBLEMS ARISING UNDER SECTION 13A OF THE INSURANCE ACT 2015

2.1. Analysis of the Legislation

This section considers the legal issues about the new change of law concerning the late payment of insurance

² In this paper, the relevant sections will be mentioned in accordance with the section number of the Insurance Act 2015.

claim. In particular, the critical question that has to be examined is about how late is too late to pay insurance claim under the new law. To begin with, section 13(A)(2) of the Insurance Act 2015 defines that a reasonable time period to pay insurance claim includes the time that is taken to investigate and assess the claim. Section 13(A)(3) underlines four factors that may affect the judgment of whether a claim is paid within a reasonable period.

The first factor is the type of insurance. For this factor, the Explanatory Notes to the Enterprise Act 2016 (the Explanatory Notes) provides an example that a claim under business interruption policy may generally take longer time to assess than a claim in relation to property damage (The Department for Business, Innovation and Skills, 2016, para 266). Nevertheless, the author is of the view that this factor carries little significance. For instance, a fifty thousand pounds property damage claim, which involves ten different parties, is likely to take a longer time to proceed than a five thousand pounds business interruption claim, which only involves two parties. The paramount consideration, therefore, is the feature of the claim, rather than the type of insurance, which materially affect the time that is needed to assess and investigate an insurance claim.

The second factor, as stipulated in section 13A(3)(b), regards the size and complexity of the claim. This factor is in line with the view of the author, as suggested in the previous paragraph. The Department for Business, Innovation and Skills (2016) has provided an explanation as follows: "In terms of size and complexity, larger more complicated claims will usually take longer to assess than straightforward claims. A claim may be complicated by its location, for example: if an insured peril occurs abroad, it is possible that investigation will be more difficult (para 266)."

The above explanation is very much in line with commonsense. Nevertheless, one of the potential problems is that complexity of a claim can be subjective matters that depend on the size of an insurance company. If the insurer is a local insurer without any overseas branches, then the insurer will take a longer time to investigate a claim that happens overseas. In contrast, if the insurer is a large international company with overseas branches all over the world, then an overseas claim should not be an excuse for the insurer to delay the claim payment. Furthermore, the size of a claim can also be a subjective matter. For instance, a fifty thousand pounds claim may be a large amount for a local insurer, but it may not be the case for an underwriter who works in a large international

insurance company. These subjective matters are the issues that may be subject to debate in future court cases.

The third factor, that may affect the time taken for claim payment, is stated in section 13A(3)(c), where it provides that the time taken should be in compliance with the relevant statutes, rules and guidance. The Explanatory Notes has given two examples for this factor, namely rule 8 of the Financial Conduct Authority's Insurance Conduct of Business sourcebook (ICOBS) on claims handling, and paragraph 27 of Schedule 1 to the Consumer Protection from Unfair Trading Regulations 2008 (SI 2008/1277) (The Department for Business, Innovation and Skills, 2016, para 267). SI 2008/1277 only requires the insurer to handle a claim in a fair manner, but it has not specified a certain period of time that is required to settle a claim (The Consumer Protection from Unfair Trading Regulations, 2008). The other example, Rule 8 of ICOBS, also requires the insurer to "handle claims promptly and fairly" and "settle claims promptly once settlement terms are agreed" (Financial Conduct Authority, 2020). Nevertheless, the ICOBS rules also require the insurer to make a decision for the claim payment within a specified time period. For a motor accident claim, ICOBS 8.2.6 requires the insurer to make either a reasonable offer of compensation or a denial of liability within three months after the notification of an accident. Furthermore, ICOBS 8.4.12A also requires the insurer of an Employer's liability insurance to decide whether the assured's claim will be entertained within three months after the notification of claim. It should be noteworthy that the afore-mentioned rules only require the insurer to make a decision within three months, but there is no deadline for claim payment. It is therefore suggested that the insurance market may need to consider developing a new market standard that would provide a clearer timeline for claim settlement for each class of insurance.

It may be argued that a specific timeline for claim settlement may be unfavourable, as the time incurred in each claim can be various depending on the circumstances. By imposing clear timelines, it may be unfair to the insurer, who has acted reasonably in claims handling, but still is unable to comply with the timeline due to the factors that are out of the insurer's control. Nevertheless, it is suggested that the application of the new implied term is always a matter to be determined on a case-by-case basis, and the insurer will not be penalised simply because it has failed to comply with the market standard unless the insurer also fails to prove that he or she has a reasonable ground to delay the claim payment (The Law Commission, 2014, para 28.23 and 28.45).

The last factor, that may affect the judgment of whether a claim is paid within a reasonable period of time, is provided in section 13A(3)(d), which is about factors that are outside the control of the insurer. The Explanatory Notes provides two examples to demonstrate the situations that the insurer may be justified to delay the claim payment. The first example is the insurer may be justified to delay the claim settlement if the delay is caused by another party, for instance the loss adjustor, who delayed to provide requested information in time (The Department for Business, Innovation and Skills, 2016, para 268). The second example is that in a situation that involves other insurers, for instance, co-insurance and reinsurance, the insurer may be justified to delay the claim settlement if the other insurers hold up the process (The Department for Business, Innovation and Skills, 2016, para 268).

Nevertheless, this factor is criticised by Professor Andrew Tettenborn. He suggested that the insurer should not be able to discharge from liability of paying a claim in time because the loss adjustors, who were appointed by the insurer, took an unreasonably long time to assess the loss of an accident, and this factor may be contradictory to the general contract law principle that a principal (the insurer) is normally liable for the negligence of an independent contractor (the loss adjustor) (Tettenborn, 2016, 85–86). Therefore, the potential conflict between the said factor and general contract law principle suggests that it may not be a valid defence for the insurer to delay the claim payment, and thus the said factor may be subject to debate in future court cases.

Apart from the above four factors that may allow the insurer to delay the claim payment, there are other grounds, under the legislation, that may justify the late payment of insurance claim. Section 13A(4) of the Insurance Act 2015 provides that payment of claim is not delayed if the insurer has a reasonable ground to dispute the claim. Further, section 13A(4) (b) stipulates that the conduct of the insurer will also be examined if the insurer relies on section 13A(4) as a defence of late payment of insurance claim. For the reasonable ground requirement in section 13A(4), the Explanatory Notes suggested that the said test is to be judged in an objective way (The Department for Business, Innovation and Skills, 2016, para 269). The test itself is not provided in the legislation, but the Law Commission suggested that issues like fraudulent claim, non-disclosure, misrepresentation and non-coverage are the potential grounds that the insurer can rely on to reasonably dispute a claim (The Law Commission, 2014, para 28.46).

There are, however, at least two problems for the operation of section 13(A)(4). The first problem is about the wrongful refusal of insurance claim. Under the new law, it seems that the assured is not allowed to claim damages against the insurer for a reasonable but wrongful refusal of claim (The Law Commission, 2014, para 28.47). The operation of this new law can be problematic and unfair to the assured, as there is a wide range of grounds for the insurer to dispute the claim under insurance law. It is suggested that section 13(A)(4) has provided a powerful means for the insurer to deny liability, and it may also open to abuse by the insurer.

The other problem of section 13A(4) regards the conduct of the insurer. If the unreasonable conduct is committed by the parties that are employed by the insurer, for instance, loss adjustor or surveyor, is the insurer liable to the unreasonable conduct of its employee? The legislation has not provided a clear answer to this question, but it may not be fair to allow the insurer to avoid the liability in this kind of situation. Nevertheless, to avoid the potential risk of breaching the new law, the insurer shall always act reasonably to monitor the progress of its employees when handling a claim. This is a safer approach for the insurer before the future case law has clarified on this matter.

2.2. Analysis of Judicial Decisions

The previous sub-section analysed the wordings of the new legislation. In this section, the author will analyse two court cases that may be able to provide insights about section 13(A) of the Insurance Act 2015. The two court cases are *Sprung v Royal Insurance (UK) Ltd* and *Young v Tower Insurance Ltd*.³

The first case to be analysed is *Sprung v Royal Insurance (UK) Ltd*, which was cited in the Law Commission Report as an example of the unsatisfactory state of the law in relation to the late payment of insurance claim (The Law Commission, 2014, para 25.11-25.21). This case concerned an assured which was a small family business managing animal waste products. The business equipment of the assured was damaged due to the break-in of vandal. At first, the insurer rejected the claim, but after three and a half years, the insurer settled the claim with the assured. Due to the delay of the claim settlement, the assured was forced to cease the business. The assured alleged that the insurer was liable to pay damages due to the delay of claim settlement. The court rejected the contention, as English law did not allow the suffered party to claim damages out of damages. Nevertheless, the injustice,

³ [2017] 1 Lloyd's Rep IR 43.

which was done to the assured, was highlighted by Lord Justice Beldam as follows:

“There will be many who share Mr. Sprung’s view that in cases such as this such an award is inadequate to compensate him or any other assured who may have had to abandon his business as a result of insurers’ failure to pay, and that early consideration should be given to reform of the law in similar cases (*Sprung v Royal Insurance (UK) Ltd*, 1999, p.119).”

Lord Justice Beldam’s view indicated that the effect of delay may also be a critical factor which may affect the judgment of whether the insurer has paid a claim within a reasonable time period. In the *Sprung* case, a delay of thirty thousand pounds claims payment was a serious matter, as it forced the assured to cease its business. If taken this factor into consideration, it is suggested that the test of deciding whether a claim is paid in time may involve a subjective element, and the said element, namely the effect of delay, may also affect the quantum of damages.⁴

A more interesting point one should note, however, is that if the new law is applied to a future case which has a similar fact to the *Sprung* case, what will be the result of the case? It is a hypothetical question without a definite answer. However, as mentioned above, a wrongful rejection of claim may not be a sufficient ground for the assured to claim damages for late payment, and it all depends on whether the insurer has acted reasonably to dispute the claim. Thus, the result of the said hypothetical case could be the same as the *Sprung* case, which may defeat the whole purpose of reforming the law in relation to late payment of insurance claim. Nevertheless, it is certainly a point that insurer should note when considering whether a claim should be rejected and on what ground it should be rejected.

The next case to be analysed is *Young v Tower Insurance Ltd*. In this case, the assured’s property was substantially damaged by the Canterbury earthquake in 2011, but the insurance claim was not yet settled when the case was brought to the court in 2015. The insurance policy required the insurer to pay replacement cost if the damaged house was unrepairable. However, the insurer argued that the house was repairable, but the assured did not agree. The court held in favour of the assured that the house was unrepairable, and the insurer had to pay the indemnity and other relevant costs in full to the assured. Nevertheless, in relation to the allegation of the late payment of claim, the court did not agree that the

insurer had unreasonably delayed the claim payment. Since the earthquake, in this case, was a very serious incident that rarely happened, it justified the delay of the claim payment (*Young v Tower Insurance Ltd*, 2017, para 176).

This case has underlined three factors that may affect the time taken for claim payment. The first factor is the form of claim settlement. In the *Young* case, the form of settlement was subject to different options for the assured in different situations, and therefore it took a considerably long time for the parties to agree on the form of settlement. To avoid a potential conflict of the form of settlement, the parties are encouraged to agree on the form of settlement before the conclusion of the contract. Alternatively, if various forms of settlement are necessary, then the relevant contractual terms should be stated in unambiguous language.

The second factor is that the complexity of the claim can also be assessed by comparisons. In the *Young* case, the judge highlighted that around 25,000 claims were arising from the same earthquake, but there was no indication that Mr. Young’s case was unreasonably delayed in comparison to these 25,000 claims (*Young v Tower Insurance Ltd*, 2017, para 176). The judgment suggests that the issue of delay can be considered by an objective approach, where it involves comparisons of insurance claims in similar natures. The insurer should therefore always observe the performance of other insurers and ensure that the time, which is taken for a claim settlement, is in line with the prevailing business practices.

The last factor concerns the conduct of both parties to an insurance contract. In the *Young* case, the assured failed to prove his case because he wrongly relied on an inaccurate survey report that did not reflect the true condition of the damaged house (*Young v Tower Insurance Ltd*, 2017, para 176). Therefore, it is suggested that the behaviour of the assured is also a crucial factor in determining whether a claim is paid within a reasonable period.

3. POTENTIAL TECHNOLOGICAL SOLUTIONS

The previous section analysed the potential legal problems under section 13(A) of the Insurance Act 2015. This section analysed the question of whether modern technologies can be used to address the potential legal problems that are identified in the previous section. Two kinds of technology will be examined in this section, namely Smart Contract and Artificial Intelligence.

⁴ Again, the legislation has not expressly addressed this issue, and it is subject to the future case law to confirm the exact test and measures of damages under section 13(A) of the Insurance Act 2015.

3.1. Smart Contracts

Smart Contract is often mixed up with a contract in electronic form, but it is a term that is now exclusively used to represent an application of blockchain technology that involves a self-executing computer code for problem solving or calculation. The question of whether a Smart Contract is a contract in law is a matter that depends on the context.⁵ This section only focuses on the function of Smart Contract as a self-executing computer code that helps to streamline the process of claim payment.

A simple explanation about how Smart Contract based insurance application works is that the application will be developed by the code with two actions involved, namely purchase of insurance and payment of claim. Once the insurance is purchased, the code will be executed automatically until the event of loss happened and the claim is paid, which amounts to an end of the code. The event of loss will be defined by the protocol based on the database server that is linked to the application. Once the defined event of loss happened, the application will automatically transfer the claim payment to the assured's account (Ethereum, 2020).

This kind of Smart Contract application can be found in the insurance market. For instance, in 2017, AXA provided an online platform for flight delay insurance by using the Ethereum Smart Contract (Hill, 2019). The platform, the name of which is Fizzy, was linked to global air traffic databases and once the delay of flight was detected by the application, the claims payment would be paid to the assured's account automatically.

It is suggested that this kind of Smart Contract application may create a huge impact on insurance law in relation to late payment of claim. As mentioned above, section 13(A) of the Insurance Act 2015 does not provide sufficient guidance on how late is too late for an insurance payment under the new law. This will no longer be a problem if Smart Contract is fully implemented for payment of insurance claim. As demonstrated above, Smart Contract will automate the payment process. All human errors that can delay the payment of insurance claim will be eliminated, and thus, it is unnecessary to discuss the legal definition of late payment of claim and what will be the consequence of late payment of claim. The Smart Contract application may also help to establish a unified market standard for payment of insurance claim. For the insurers that use the Smart Contract application, all the

insurers need to do is to adopt the same algorithm to automate the process of insurance claim, which helps to eliminate potential dispute about whether a claim is being handled reasonably under the law.

Nonetheless, the use of Smart Contract for payment of insurance claim is not without its challenges. One of the problems is that the use of Smart Contract is still not feasible for major insurance claims. It is because the algorithm can only follow the "if-then" logic, which is incompatible with complicated situations. In other words, the algorithm can only execute pre-established conditions "blindly and automatically" (Hari, Pasquier, 2018, p. 444). At this moment, it may not be possible to use Smart Contract applications for insurance contracts which post-contractual assessments are necessary.

Furthermore, from the customer's perspective, the arrangement of insurance still relies heavily on human agents or brokers, and the customer may not be ready to adopt a total automated process for insurance arrangement. As mentioned above, AXA attempted to deliver Smart Contract based insurance service through the online platform Fizzy, but Fizzy stopped providing insurance service in 2019, as the current market may not be mature enough to accept such Smart Contract based insurance service (Hill, 2019). Based on the above reasons, it may suggest that Smart Contract is a potential solution, but not yet a perfect solution for the legal problems.

3.2. Artificial Intelligence

Similar to Smart Contract, the term Artificial Intelligence is often mixed up with Artificial Super Intelligence which is commonly seen in science fiction movies. A simple definition of Artificial Intelligence is "the study of how to produce computers that have some of the qualities of the human mind, such as the ability to understand language, recognize pictures, solve problems, and learn" (Cambridge dictionary, 2020). By the process of Machine Learning, computers are able to learn from the received data and complete tasks as good as or even better than human intelligence.

The following hypothetical example demonstrates how Artificial Intelligence based application may work for insurance claim payment. Assuming there is an insurance claim request entered into a system that is automated by Artificial Intelligence models. The said system will be able to assess the claim by different Artificial Intelligence based techniques. Natural Language Processing will be used to identify key statements that are relevant to the claim from the submitted supporting documents. Image Classification and Object Detection will also be used to measure

⁵ For the detailed explanation on whether Smart Contract is a contract under English law, please read Sarah Green, 'Smart contract, interpretation and rectification', *Lloyd's Maritime and Commercial Law Quarterly* [2018] Vol. 2, 234-251.

the degree of loss from the submitted photos and video clips. After assessing all the information that is submitted by the assured, the system will then generate a settlement plan based on the assessment (Jones, Humphreys & Woolnough, 2019, para 4.3). It is noteworthy that in the present insurance market, the said automated process is not available yet. Technology companies, like International Business Machines Corporation (IBM) and Blue Prism, have already used these Artificial Intelligence techniques to facilitate the process of settlement, but it still relies on human to monitor the process and make the decision.

Nevertheless, it appears that Artificial Intelligence is a better solution than Smart Contract for the legal problems of late payment of insurance claims. As mentioned above, Smart Contract can only execute pre-established commands. It means Smart Contract application may not be compatible with complex insurance claims which require post-contractual claims assessments. Artificial Intelligence application, however, can assess claims with relevant Artificial Intelligence based techniques and make decisions depending on the assessment. Thus, Artificial Intelligence seems to be a more feasible option than Smart Contract for the automation of insurance claims payment.

However, the problems behind the use of Artificial Intelligence are also more complicated than the use of Smart Contract. One of the major issues is about who is going to bear the responsibility if an Artificial Intelligence made a mistake. Should it be the responsibility of the operator, the designer or the manufacturer? Copper (2019) explained the reason why it is hard to conclude which party is responsible for the mistake:

“As the decisions taken by AI systems become further removed from direct programming and increasingly based on machine learning principles, however, it may be difficult to identify the precise cause of a particular AI decision or the source of any damage. A system which learns from information it receives from the world, can operate independently from its operator and in a way that its designers did not and could not have anticipated.”

It is the black box characteristic of Artificial Intelligence that complicates the legal liability issue. The black box characteristic means “we know what goes in and what comes out of the algorithm, but we do not have a full understanding of its inner workings” (European Union, 2019). In other words, even we can understand how a particular Artificial Intelligence is designed to work in accordance with its algorithm, we may not be able to understand how a decision is made

by the said Artificial Intelligence. Therefore, when a mistake is made by the said Artificial Intelligence, human may not be able to identify the cause of the said mistake, thus, it may be impossible to determine who should be responsible for it.⁶ In this regard, it may be logical to suggest that using Artificial Intelligence to solve the legal problems of late payment of claim may cause additional legal problems. In any case, the technology itself is not mature enough to automate the payment of insurance claim, which makes it not a way, but a potential way, to solve the legal problems.

4. CONCLUSION

This article analysed the potential problems of the new law in relation to late payment of insurance claim in England and Wales. The new law itself is a positive attempt to address the legal problem that there is no adequate remedy to compensate the assured who suffers from late payment of insurance claim. However, the new law has also created new confusions on the legal application of the said law. Unless and until there are new court cases that clarify these problems, there will be no definite answers to these problems from a legal perspective. This article, therefore, suggested a possibility that the legal problems can be solved by something other than law, for instance, technology.

Technology should always be considered as one of the viable options to address legal problems. Smart Contract and Artificial Intelligence are raised as examples to explain how technologies can be potential solutions for the legal problems in relation to late payment of insurance claim. At the moment, these technologies cannot perfectly solve the said legal problems, but they have demonstrated considerable potential to solve the problems in the future, and the said future may come sooner than expected.

In any event, until the time comes that the said technologies can perfectly solve the legal problems, the insurer still needs to develop a systematic protocol for payment of insurance claim. There are a few suggestions that the claims handler should consider to comply with. First, when prioritising insurance claims, the handler should not only prioritise claims by the amount of the claim, but also the impact of claims that may affect the assured. Second, the handler should always ensure that the timeline of handling claims should be in line with the normal market standard. Third, the handler

⁶ A point to note that scientists and legislators are trying to address the black box issue by imposing a duty to use Explainable Algorithm for the development of Artificial Intelligence, but it is not the scope of this article to discuss the said new duty.

should also monitor the progress closely even the claim is investigated by its agent, i.e. the loss adjuster. Forth, the handler should keep a comprehensive record for each claim, including all written communications that are done between the parties to an insurance contract. Last but not least, when the handler decides to reject a claim, he or she should make sure that the rejection is made based on reasonable ground. These points may appear to be easy to follow, but in real-life practice, even the handlers under the major insurance companies may not be able to comply with all of these suggestions. Considering the potential legal problems that may be posed by the new law in England and Wales, the insurer from all over the world may need to rethink about how the process of claim payment can be improved to address future challenges.

REFERENCE

Cambridge University Press. (2020). Cambridge Dictionary. Retrieved June 16, 2020, from: <https://dictionary.cambridge.org/>.

Copper, S. (2019). Insurance and artificial intelligence: Underwriting, claims and litigation in Soyer, B.&Tettenborn, A. *New Technologies, Artificial Intelligence and Shipping law in the 21st Century*. Abingdon, New York: Informa Law from Routledge.

Department for Business, Innovation and Skills. (2016). Explanatory notes to the Enterprise Act 2016. Retrieved June, 8, 2020, from: http://www.legislation.gov.uk/ukpga/2016/12/pdfs/ukpgaen_20160012_en.pdf.

Ethereum. (2020). Ethereum Whitepaper. Retrieved June, 8, 2020, from: <https://ethereum.org/whitepaper>.

European Union. (2019). Future of AI. Retrieved June 16, 2020, from: <https://ec.europa.eu/jrc/en/facts4eu/future/artificial-intelligence-european-perspective/future-ai>.

Green, S. (2018). Smart contract, interpretation and rectification, *Lloyd's Maritime and Commercial Law Quarterly* 2. 234–251.

Hari, O., Pasquier, U. (2018). Blockchain and distributed ledger technology (DLT): academic overview of the technical and legal framework and challenges for lawyers, *International Business Law Journal* 5, 423–447.

Hill, E. (2019). AXA drops Ethereum-based flight insurance platform. Retrieved June, 8, 2020, from: <https://www.axa.com/en/magazine/axa-goes-blockchain-with-fizzy>.

Jones, S., Humphreys, B. and Woolnough, M. (2019). Considering the impact of AI in insurance. Retrieved June 16, 2020, from: <https://www.ibm.com/downloads/cas/5AJENON7>.

Law Commission. (2014). Insurance Contract Law: Business Disclosure; Warranties; Insurers' Remedies for Fraudulent Claims; and Late Payment (Law Com CP No 353).

Sprung v Royal Insurance (UK) Ltd, 1999 1 Lloyd's Law Rep IR 116.

Tettenborn, A. (2016). Late payment of claims: better, but by no means perfect in Clarke, M & Soyer, B. *The Insurance Act 2015: A New Regime for Commercial and Marine Insurance Law*. Abingdon, New York: Informa Law from Routledge.

The Consumer Protection from Unfair Trading Regulations 2008.

The Financial Conduct Authority. (2020). Insurance Conduct of Business sourcebook. Retrieved June, 8, 2020, from: <https://www.handbook.fca.org.uk/handbook/ICOBS/>.

The Insurance Act 2015.

Young v Tower Insurance Ltd, 2017 1 Lloyd's Law Rep IR 43.