

## BRIEFING NOTE

**Time Flies: A Collection of Guides and Articles during the Circuit Breaker**

Justyn Jagger

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**“What’s the Story?”: Introduction**

In 2010, Oasis broke up after a quarrel between the Gallagher brothers at an after party in Paris. Like any poorly managed litigation, it is a quarrel that has lasted ten years with no sign of resolution in sight and a ton of wasted money. In the same year, a greatest hits album was released, *“Time Flies”*, that includes tracks that, some might say, we should take to heart when tomorrow, Tuesday 2 June 2020, Singapore emerges from its Circuit Breaker: *“Live Forever”*, *“Roll with it”*, *“Stand by me”* and, of course, *“Don’t look back in anger”*.

But if we do look back at the last eight weeks, we hope that the lawyers at Sharpe & Jagger have provided guides and articles that have helped our clients consider their commercial and legal challenges, whether in times of a global pandemic or not. And that our guides and articles will continue to provide a reference point for those who visit our website and who seek guidance in the sectors and practice areas where we excel. With that in mind, we thought we should set out our own Greatest Hits Collection, with a nod to the works of Liam and Noel.

**“Stop Crying Your Heart Out”: Insurance and Reinsurance**

Our seminal work, *“Guide to All Risks Insurance Policies”*, provides an easy to follow road map to construction and industrial all risks insurance policies, explaining without jargon (i) the Insurers’ obligation to indemnify and (ii) the calculation of the amount of the indemnity. The obligation to indemnify is then explored in more detail in *“Defective or Damaged? Inevitable or Fortuitous? Take a step back in time with or without the Time Bandits”*. Here, we explain the difference between property that is in a defective condition and/or property that has incurred damage and look to the facts and the policy terms to see if that damage is covered.

In *“Extensions and Exclusions: The Fist Fight to Follow”*, we turn our minds to Covid-19 and the interaction between the infectious disease and public authority extensions that may apply if the manifestation of that disease does not constitute physical damage. We also examine the judgment in *If P&C Insurance Ltd. v Silversea Cruises Ltd.* in which the cover holder succeeded in establishing concurrent causes of loss and that, absent any applicable exclusion, that the policy responded to its claim. Then in *“Covid-19 and Business Interruption Claims: Guidance from the New Harbourview Hotel”*, we look at how the amount of the indemnity is calculated, with particular reference to the indemnity period and the calculation of the insured financial loss suffered by the hotel as a result of the SARS outbreak in 2002.

**“Little by Little”: Construction and Infrastructure**

The construction and infrastructure sector tackles four issues in every project: management of risk and the proper use of insurance; extensions of time; additional costs and security of payment from the owner through to the sub-contractor. The insurance issues are addressed in our *“Guide to All Risks Insurance Policies”*. Our article *“Construction: Extensions of Time and*

*Additional Costs*” does what it says on the tin: provide a helpful and simple guide to claiming for and considering extensions of time and additional costs with particular reference to force majeure events. And we continue that theme in *“Construction: Guide to Security of Payment Act”* to take the reader through the SOPA legislation and how it applies to payment claims.

### **“Don’t Slow Me Down”: Arbitration and Effective Dispute Resolution Procedures**

Unlike Oasis, arbitration and dispute resolution procedures are rather dry topics. As a result, little attention is paid to the dispute resolution clauses in any insurance, construction or other contract until, of course, a dispute erupts. Then that clause comes under the spotlight and rarely is it shown to be a wonderwall of effective drafting. To avoid arguing over the dispute resolution clause even before the parties start arguing over the dispute, we have published two guides: *“Guide to Arbitration in Singapore”* and *“Guide to IBA Rules and Guidelines in International Arbitration.”* Of course, its our competitor law firms that we will read and benefit most from these publications, but even Oasis did a charity gig every now and again.

The article that we hope that our clients read is *“Resolving Disputes via Arbitration Efficiently and Economically”*. In this article, released around the same time as *“Selecting and Managing your Legal Counsel”*, we look at ways in which a dispute can be resolved efficiently through arbitration, ways which are often lost when opposing law firms staff five lawyers on a file and ignore the client’s commercial objective to achieve a reasonable settlement at minimum cost. Taking these two articles together will help our clients assemble a competent legal team that can answer the three questions that really matter: “How Much?” “How Long?” “Will I Win?”.

### **“Do You Know What I Mean?”: Selecting and Managing your Legal Counsel**

Speaking of questions that really matter, how can a client select and manage legal counsel that is accountable for the advice it provides and the fees it charges? We answer that question from two perspectives. First, from the perspective of the lay client that does not employ panel law firms and employs counsel only when there is a commercial imperative, see: *“New World Order: Selecting and Managing Your Legal Counsel”* which sets out some basic principles that any client should follow to extract the best value from their legal team. Second, from the perspective of the overseas law firm that must instruct Singapore counsel. Our *“Guide to Working with Overseas Counsel”* sets out our pledge as to how we accept and manage instructions from other law firms, ensuring that we advise instructing counsel and their clients how much an arbitration or litigation will cost, how long it will last, the prospects of success and the strategy that should be adopted to achieve the client’s commercial goals.

### **“The Importance of Being Idle”: Employment and Benefits**

As we emerge from the Circuit Breaker both employers and employees will view working differently, whether working from home or the office, working part time or job sharing, or delivering professional services to a higher standard as the market place becomes more competitive than ever. In anticipation of this very different landscape, we have produced our *“Guide to Managing and Terminating Employment Contracts”* that sets out employment rights and obligations under Singapore law in a clear and understandable format.

**“Whatever”: Final Word**

Whatever the coming months hold in store, Sharpe & Jagger will remain focused on our core sectors and practice areas where we believe we can really add value to our clients’ businesses. And it is for that reason that we have produced the Guides and Articles to which this note refers. Over the course of the next few months, we will continue to keep our clients updated so please check our website from time to time. Until next time, stay safe and stay healthy.

**Justyn Jagger**



[justyn.jagger@sjlaw.com.sg](mailto:justyn.jagger@sjlaw.com.sg)

65 6694 7282 | 65 9154 9695