## OPUS<sub>2</sub>

The Financial Conduct Authority v Arch Insurance (UK) Limited & Others

Day 1

June 16, 2020

Opus 2 - Official Court Reporters

Phone: 020 3008 5900 Email: transcripts@opus2.com

Website: https://www.opus2.com

1	Tuesday, 16 June 2020	1	are very repetitive . It is not in accordance with		
2	(10.30 am)	2	clause 9.2 of the framework agreement in which insurers		
3	Case Management Conference	3	agreed as far as reasonably practicable, amongst other		
4	MR JUSTICE BUTCHER: Good morning.	4	things, to co-ordinate their written submissions to the		
5	MR EDELMAN: Good morning, my Lord.	5	court so as to minimise duplication .		
6	MR JUSTICE BUTCHER: If everyone is present virtually, you	6	I just express the hope that the level of		
7	had better start , Mr Edelman.	7	duplication that has occurred for this CMC is not		
8	MR EDELMAN: My Lord, there is quite a long cast list for	8	repeated for the next CMC and in particular is not		
9	this, the first CMC in this piece of litigation .	9	repeated for the trial because otherwise the burden not		
10	For the FCA there is myself, Ms Mulcahy and	10	only on the FCA but also on the court will be greatly		
11	Mr Coleman. Mr Coleman may speak if any issues arise as	11	increased in having to read through multiple submissions		
12	to the application of the test case scheme.	12	making essentially the same point.		
13	For Arch, I understand it's Mr Lockey and Mr Brier.	13	MR JUSTICE BUTCHER: I endorse that. There may have been		
14	For Argenta, Mr Salzedo and Mr Bolding.	14	particular reasons for it on this occasion, but one		
15	For Ecclesiastical and Amlin, it's Mr Kealey,	15	certainly hopes that it won't be the case in the future.		
16	Mr Wales, Ms Ananda and Mr Moore.	16	MR EDELMAN: Yes, my Lord, I wasn't going to say anything		
17	For Hiscox, it's Mr Gaisman, Mr Fenton, Mr Harris	17	about why it occurred this time. It was merely, as it		
18	and Mr Wright.	18	were, a shot across the bows for insurers to get		
19	For QBE, it's Ms Ansell and Ms Bousfield.	19	together and try and ensure that common issues are dealt		
20	For RSA, it's Mr Turner and Mr Jones.	20	with in one document by one representative insurer .		
21	For Zurich, it's Mr Rigney, Mr Orr, Ms McColgan and	21	The final very preliminary point is that my Lord		
22	Ms Menashy.	22	should have received a very slightly revised case		
23	My Lord, those are the	23	memorandum to replace the version which was at $A1$ to $A3$ .		
24	MR JUSTICE BUTCHER: I should say, Mr Edelman, I didn't	24	If my Lord hasn't noticed it, it doesn't matter, there		
25	think all of those were actually on the call, but	25	is nothing significant changed in it, but I just put		
	1		3		
1	perhaps I'm wrong. Anyway, it doesn't matter. I was	1	that on the record.		
2	perhaps I'm wrong. Anyway, it doesn't matter. I was sent a list of who is on the call .	$\begin{array}{c} 1 \\ 2 \end{array}$	that on the record.  MR JUSTICE BUTCHER: Right, I haven't noticed it.		
2 3					
2	sent a list of who is on the call .	2	MR JUSTICE BUTCHER: Right, I haven't noticed it.		
2 3 4 5	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because	2 3 4 5	MR JUSTICE BUTCHER: Right, I haven't noticed it. MR EDELMAN: The changes were very minor.		
2 3 4 5 6	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the	2 3 4 5 6	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first		
2 3 4 5 6 7	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.	2 3 4 5 6 7	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to		
2 3 4 5 6 7 8	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have	2 3 4 5 6	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim,		
2 3 4 5 6 7 8 9	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton	2 3 4 5 6 7 8 9	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the		
2 3 4 5 6 7 8 9	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure	2 3 4 5 6 7 8 9	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order		
2 3 4 5 6 7 8 9 10	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.	2 3 4 5 6 7 8 9 10	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.		
2 3 4 5 6 7 8 9 10 11 12	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.	2 3 4 5 6 7 8 9 10 11	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.		
2 3 4 5 6 7 8 9 10 11 12 13	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.	2 3 4 5 6 7 8 9 10 11 12 13	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically. I made the order on the papers and it's in the bundle,		
2 3 4 5 6 7 8 9 10 11 12 13 14	sent a list of who is on the call .  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list . I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each	2 3 4 5 6 7 8 9 10 11	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.		
2 3 4 5 6 7 8 9 10 11 12 13 14 15	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am	2 3 4 5 6 7 8 9 10 11 12 13 14	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.  I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to	2 3 4 5 6 7 8 9 10 11 12 13 14 15	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.  I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge,		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.  I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance with clause	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.  I made the order on the papers and it 's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.  MR EDELMAN: My Lord, I'm sorry, yes.		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.  I made the order on the papers and it 's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.  MR EDELMAN: My Lord, I'm sorry, yes.  My Lord, the next item is the test case scheme and		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance with clause  MR JUSTICE BUTCHER: Mr Edelman, can I just stop you before you make that point? Everyone who is not Mr Edelman	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically.  I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.  MR EDELMAN: My Lord, I'm sorry, yes.  My Lord, the next item is the test case scheme and why that should apply, either because it does apply or		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance with clause  MR JUSTICE BUTCHER: Mr Edelman, can I just stop you before you make that point? Everyone who is not Mr Edelman should mute their microphones, please.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically. I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.  MR EDELMAN: My Lord, I'm sorry, yes.  My Lord, the next item is the test case scheme and why that should apply, either because it does apply or because it is appropriate to apply it, which		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance with clause  MR JUSTICE BUTCHER: Mr Edelman, can I just stop you before you make that point? Everyone who is not Mr Edelman should mute their microphones, please.  (Pause)	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically. I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.  MR EDELMAN: My Lord, I'm sorry, yes.  My Lord, the next item is the test case scheme and why that should apply, either because it does apply or because it is appropriate to apply it, which I understand is agreed.		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance with clause  MR JUSTICE BUTCHER: Mr Edelman, can I just stop you before you make that point? Everyone who is not Mr Edelman should mute their microphones, please.  (Pause)  Yes, please go on.	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically. I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.  MR EDELMAN: My Lord, I'm sorry, yes.  My Lord, the next item is the test case scheme and why that should apply, either because it does apply or because it is appropriate to apply it, which I understand is agreed.  Then there is the application for an expedited		
2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	sent a list of who is on the call.  MR EDELMAN: You have an advantage over me, my Lord, because I was not given any such list. I took it from the skeleton arguments.  My Lord, some preliminary matters. You will have firstly noted the correction in our reply skeleton argument of an error in relation to the Cottagesure Action Group, who are not, contrary to press reports that the FCA have seen, immediately represented at present.  MR JUSTICE BUTCHER: Yes, I saw that.  MR EDELMAN: Yes.  My Lord, secondly you will have seen that each insurer has submitted a skeleton argument and I am afraid to say that they are repetitive. All I want to observe at this stage is that this is not in accordance with clause  MR JUSTICE BUTCHER: Mr Edelman, can I just stop you before you make that point? Everyone who is not Mr Edelman should mute their microphones, please.  (Pause)	2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22	MR JUSTICE BUTCHER: Right, I haven't noticed it.  MR EDELMAN: The changes were very minor.  My Lord, now if I can move to the agenda. The first item on the agenda is the application by the FCA to disapply the 25-page limit for its particulars of claim, which is at page 4 of the  MR JUSTICE BUTCHER: I thought I had already made an order on that.  MR EDELMAN: Right. If so, it hasn't reached me and I can move on.  MR JUSTICE BUTCHER: It was submitted to me electronically. I made the order on the papers and it's in the bundle, so I think that's  MR EDELMAN: I think I may have missed it.  MR JUSTICE BUTCHER: all water under the bridge, Mr Edelman.  MR EDELMAN: My Lord, I'm sorry, yes.  My Lord, the next item is the test case scheme and why that should apply, either because it does apply or because it is appropriate to apply it, which I understand is agreed.		

q

q

Then finally the management and trial of the claim in accordance with directions , which are almost entirely agreed but with a limited number of issues .

Now, my Lord, the background to this case is set out, as my Lord has seen, in the case memorandum and in the witness statement of Mr Brewis, which hopefully my Lord has seen and read.

Before I turn to the applications , can I just make some introductory remarks about the case?

Essentially , this is a claim brought by the FCA against eight insurers who have been denying claims under commonly occurring forms of extensions to business interruption policies on grounds of coverage and causation, which raise issues of general application and which have been disputed by policyholders, thereby generating controversy and uncertainty.

The sums involved are, I'm told, may exceed č1 billion. You can see that referred to in Mr Brewis' statement. In this action what the FCA is seeking to do is to resolve that controversy within the constraints of the test case scheme and the timescale that that allows, by addressing the coverage and causation issues of general application that have arisen.

My Lord, just to make it clear, the FCA's purpose in doing so is to seek to reduce controversy and

uncertainty in the market it regulates surrounding the payment of business interruption claims and to put itself in the position of being able to offer further guidance to the insurance market on this topic in its role as regulator and of course to protect consumers.

Although as regulator the FCA is not an adversary of insurers , the parties are agreed that in this claim the FCA will be seeking to the best of its ability to argue the case for the policyholders under the selected policies so that the grounds for declinature of general application relied on by insurers can be properly tested before the court.

The role of the team of solicitors and counsel acting for the FCA will therefore be to adopt an adversarial role, notwithstanding the common and agreed purpose of this claim, which is to address the controversy and uncertainty that has arisen as to the payment of business interruption losses under policies of insurance. We will be adopting an adversarial role against insurers, but that should not be taken to override our role and function as the regulator.

 $22 \qquad \text{MR JUSTICE BUTCHER: I understand that. You will have to} \\ 23 \qquad \text{adopt that role in order for the process to work.}$ 

MR EDELMAN: My Lord, I thought it was appropriate, as this is the first CMC, the first time it's come before the

court, to put that on the record.

My Lord, now moving to the applications.

The test case scheme application is at page 5 of the bundle, and it's supported by the grounds at page 8. Insurers, as I understand it, support the FCA's application and we have explained the grounds for the application of the scheme or alternatively the exercise of the court's discretion in our skeleton.

My Lord, I should also refer to the fact that the judge in charge of the commercial list, Mr Justice Teare, having consulted with the Chancellor and Lord Justice Flaux as supervising Lord Justice for the Commercial Court, has written to my instructing solicitors to the effect that they consider it appropriate in view of the particular importance raised for the case for it to be treated as envisaged under paragraph  $2.5(\mbox{d})$  of the relevant Practice Direction and for the case to be heard by a two-judge court consisting of a Commercial Court judge and a Lord Justice of Appeal. That was subject to my Lord, as the managing judge of this trial , agreeing to that process .

My Lord, I'm obviously in a position or Mr Coleman will be in a position, if necessary, to develop the submissions on this, but we would invite you to grant our application for the case to be one to which the

financial markets test case scheme should apply, and I will deal with the number of judges when I come to the direction , but at the moment I'm simply asking my Lord to agree to the application at this hearing.

5 MR JUSTICE BUTCHER: Right. As I understand it, everyone 6 agrees to that --

 $7 \qquad {\sf MR\ EDELMAN:}\ \ {\sf Yes,\ they\ do}.$ 

MR JUSTICE BUTCHER: -- so the only question is whether I do, and I do agree. I have decided that this case should be admitted to and managed under the financial markets test case scheme. As you know, that scheme is set out in Practice Direction 51M. It is a pilot scheme for a period up to 30 September 2020. It requires that the claim is a Financial List claim as defined in CPR 63A.1(2).

Now, it is right to say that cases concerning insurance will not generally fall within the definition of a Financial List claim, but this is a claim which, in my judgment, raises issues of general importance to the financial markets because the issues raised are of relevance to widely used policy wordings. As the FCA has been informed, some 8,500 claims under policy wordings that are likely to be affected have been notified to them as at the end of May, as I understand it. Of course the issues which will be decided are

q

q

relevant to a considerable number of reinsurances.

Furthermore, as noted in the guide to the
Financial List, the court may order cases to be dealt
with in that list which fall within the spirit but not
the letter of the criteria in part 63A.1(2) and are of
general market importance. That appears to me to be the
position here.

And when all the parties, given that they include

And when all the parties , given that they include the FCA and important insurance markets, agree that the matter should be in the Financial List , I consider that the court should be inclined to agree, and I do.

I am also satisfied that the claim can be satisfactorily determined in relation at least to a significant number of matters as a test case and that the arguments of those with opposing interests can be properly put before the court, though it will be necessary to keep under review exactly what issues can be determined in accordance with those criteria. I am satisfied that there will at least be some such issues so I accede to the application that the matter should be dealt with under the financial markets test case scheme. MR EDELMAN: I'm grateful, my Lord.

We then move on to the next topic, which is part of the same application, expedition, with the supporting grounds at page 9, the second item on the application.

That is again supported by insurers and I also understand that the court is able to accommodate an eight-day hearing with two judges, subject to my Lord's agreement, commencing on 20 July. I will again ask my Lord to make an order for an expedited trial.

MR JUSTICE BUTCHER: Yes. I am also satisfied that the case is a proper one for expedition. There is a real and pressing urgency about the matter for the reasons explained in Mr Brewis' witness statement and I expect expedition to promote, not to interfere, with the proper and efficient administration of justice.

MR EDELMAN: I'm very grateful, my Lord.

Now I turn to the directions, and my Lord will have to have these open at page 11. These are the draft directions and this is the major topic for this morning.

We start with the fact that most of these directions are largely agreed, but there is one correction which will be necessary to paragraph 6, which should be reduced from three to two and comprising a Financial List Commercial Court judge, and a Lady or Lord Justice of Appeal. That is the limitation that Mr Justice Teare, the judge in charge of the Commercial Court, has communicated, but obviously it requires my Lord's agreement as well.

MR JUSTICE BUTCHER: Yes. Mr Edelman, I do agree, and I can inform the parties that the case will be tried by Lord Justice Flaux and by me.

MR EDELMAN: I'm grateful, my Lord.

We then move on to the other direction , just one other non-contentious alteration , and that is to paragraph 13. At the request of an insurer who wishes to reserve its position as to intervention , the FCA has agreed that the deadline for application should be extended to 5 pm on 24 June so that the intervening party and any other potential intervening parties have the opportunity to review the finalised defences of insurers in order to consider whether intervention is really necessary. And hopefully the defences will demonstrate that all issues that would properly and reasonably be taken on these forms of policies are being taken.

So we would invite the court to make that alteration . At the request of that potential intervener , I would also ask the court to encourage insurers to accede to requests from other insurers to review their draft defences on a common interest privilege basis so as to give more time to those other insurers to consider their position on intervention , and the FCA are prepared to instruct its solicitors ,

Herbert Smith Freehills , to share any served defences direct with any party whom so asks on the evening of the 23rd, when those defences are due for service , given the risk of the delay and loading those defences onto the FCA website.

Subject to the encouragement, any encouragement my Lord sees fit or not to give, the only amendments I ask is for the time to be changed to 5 pm and the date 24 June.

MR JUSTICE BUTCHER: Right. Well, encouragement sounds appropriate. I don't know that I need to hear everyone in relation to encouragement, but perhaps if anyone wants to say anything about it, they should.

MR EDELMAN: I'm grateful, my Lord. Obviously if there is some good reason for the defence not to be shared, that will be a matter for the insurer. But if they can, it would be helpful to speed up this process.

So, my Lord, we now move to the contentious items on the directions, which are items 11 and 12 on page 13 of the bundle.

On item 11, my Lord has the two alternative wordings, rival. My Lord will have seen our wording and our position dealt with in our skeleton argument.

There has been, in our submission, no substantive answer to that. The position is that all insurers have

2

3

4

5

6

7

8

15

16

17

18

19

20

21

22

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

q

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

disavowed any intention to serve evidence of fact. That has been maintained, having seen our particulars of claim. The FCA currently has no intention of serving evidence of fact. No one has sought to identify any aspect of the case on which factual evidence might be necessary. All insurers have agreed that this case should proceed under the test case scheme and they have also agreed in the framework agreement that they would discuss and seek to agree with the FCA what type of evidence would be submitted to the court prior to this CMC, but no substantive proposals about factual evidence have been made.

We don't want to shut the insurers out from seeking to introduce factual evidence of which they have not yet been able to think, but it does now require the rigour, we submit, of an application to introduce such evidence if it cannot be agreed. We set out in our skeleton the benefit of the rigour of that approach and we submit that that ought to be applied.

My Lord, I have nothing further to say. MR JUSTICE BUTCHER: All right. Mr Edelman, can I just ask this question: has there been discussion about whether anyone wants to have evidence? I'm not encouraging it. I'm just asking what has been the position as to factual

13

MR EDELMAN: My Lord, there has been no discussion about factual matrix evidence and, as I understand it, none is intended to be brought before the court.

MR KEALEY: My Lord, can I interrupt? I don't think you should safely assume that there won't be any factual evidence and nor should Mr Edelman or the FCA. We are giving serious consideration to whether or not there is factual matrix evidence in relation to one of my clients, and if we can avoid having to put it in, we shall, and if we can't avoid it, then we shall put it in, if we may.

There are also other matters that we are considering arising out of the particulars of claim served by the FCA, drafted in part by Mr Edelman or in full by Mr Edelman, raising certain factual matters which, to our mind, were not necessary to be in the particulars of claim, but they are there, and there are one or two remarks or observations in the particulars of claim that cannot be left unremarked, and so we're considering factual evidence in relation to that as well.

Some of it is already covered in the correspondence. I don't know if Mr Edelman is aware of a letter from my instructing solicitors, DAC Beachcroft, which raises at least in part a question as to a matter which appears in the particulars of claim. I don't want to detain you at the moment. I am not going to go into the detail at the moment. This is under serious consideration, and whilst it's under serious consideration it would not be appropriate for me to mention it any further. But I don't want your Lordship or indeed Mr Edelman or the FCA to think that there might not be factual evidence on behalf of my clients -- on behalf at least of one of my clients.

q MR JUSTICE BUTCHER: Right. 10 MR EDELMAN: My Lord, I don't know if Mr Kealey is then 11 speaking on behalf of everybody. I was led to 12 understand he was the spokesman for everyone, but if 13 anyone else wants to speak, I will give them 14 an opportunity to do so before I reply

MR KEALEY: My Lord, I'm not a spokesman for everybody. It just so happens that one of my client's names begins with "A" and therefore I am afraid I drew a short straw because A is the first letter of the alphabet and therefore I went first. I don't speak for anyone else. I speak for my clients in relation to factual evidence and so I don't know what other co-insurers' counsel will or will not say on the subject.

23 MR GAISMAN: My Lord, may I be permitted to address 24 your Lordship, if your Lordship can hear me?

25 MR JUSTICE BUTCHER: I can.

MR GAISMAN: Good. This is Jonathan Gaisman on behalf of 1 2 Hiscox, my Lord.

> My Lord, we have not, to my knowledge, disavowed the intention to serve any evidence of fact, and it may help to give a little colour to the apparently arid debate over paragraph 11 if I indicate the sort of evidence that Hiscox at least has in mind. If I may, I will just take up a very few minutes by way of explanation.

My Lord, this topic is not covered in our skeleton argument and I apologise to your Lordship and Mr Edelman for that, but we have had to do a great deal of reading and thinking in a very compressed timetable and we had to file our skeleton argument for the CMC only two and a half working days after getting all the material that your Lordship knows we got last Tuesday late evening.

Paragraph 60 of the FCA's skeleton gives three reasons why it's said to be desirable to require any party who seeks to serve factual evidence to obtain the court's permission. As we will see, none of those reasons will apply to the sort of evidence we have in mind

My Lord, all we are minded to do is to seek to add to the FCA's chronological table of agreed facts some additional facts which are no different in character from those already proposed. By the way, this has

14

q

q

nothing to do with the argument over expert evidence through prevalence of the disease which is raised by paragraph 12.

The facts we have in mind should not be

The facts we have in mind should not be controversial, but in case the FCA in due course does not agree them, we will seek to prove them.

We are concerned, my Lord, broadly speaking, with two types of evidence. First, previous Asiatic pandemics in the UK and secondly the Swedish experience of the present pandemic.

Let me just say a very little about each of those, if I may, my Lord. The Asiatic flu pandemics of 1957 and 1968 to 1969 -- I don't know whether your Lordship has had a chance to look at the FCA's proposed chronology of agreed facts in bundle 3, but if your Lordship picks up --

MR JUSTICE BUTCHER: I have looked at it.

MR GAISMAN: Would your Lordship look at item 4 on page 4?
Your Lordship will see here that there is a reference to
the National Risk Register of Civil Emergencies, 2017
edition, and there is then a heading "What is the risk?"

To summarise this very briefly, as you can see at the foot of the first paragraph, there is a high probability of a flu pandemic occurring, but it's impossible to predict when.

Then, taking this very shortly, in the last paragraph on that page there is the potential, as your Lordship sees, for between 20,000, and 750,000 fatalities.

Your Lordship will also have noticed that the FCA has included in this bundle -- in this chronology I should say -- references to the Zika virus and the Ebola outbreaks. That's on pages 3 and 5 of the bundle.

Now, according to the framework agreement, clause 1.2, the agreed facts are the facts "necessary to resolve the disputed issues". I won't give your Lordship the reference. So this fact is included in the proposed agreed facts because the FCA considers that it is necessary to include them.

The only relevance of this that we can see must be to demonstrate that parties to contracts of insurance must have appreciated the probability of a flu pandemic and therefore the parties to the contract in the present case must be assumed to have intended to cover them in the absence of an express exclusion , and indeed -- I'm not inviting your Lordship to go to it -- this point is taken up by my learned friend Mr Edelman in paragraph 33 of the particulars of claim.

Now, there is of course no point now or at any stage before the trial of arguing the relevance of particular

facts sought to be agreed, especially if they can be agreed as facts. Somebody may argue in due course that if predictability is part of the background, the right question may not be the predictability of a pandemic but the predictability of the draconian measures taken by the UK Government in response because, without those measures, any case that Hiscox's insurances -- and I speak only for Hiscox -- were triggered would be somewhat ambitious.

If reliance is to be placed by the FCA on the prospective probability of a pandemic such as the present, it must be no less relevant to point out that in the case of previous pandemics which have struck the UK and caused very significant levels of was mortality -- 80,000 in the case of the 1968/1969 pandemic -- these were not accompanied by any sort of Government interventions of the sort that have given rise to the present insurance claims which are remotely comparable to the present.

Now, as I say, we are concerned with two particular pandemics, the 1957 pandemic and the 1968/1969 pandemic, which I'm old enough to remember. At the time it was called "Hong Kong flu" or, in a less politically correct age, "Mao flu" -- shades of President Trump before the fact -- which killed 1 million to 4 million people

worldwide and, as I say, 80,000 in the UK.

Now, the significance of all this is of course not for today, but your Lordship and Lord Justice Flaux will want to see all sides of this question. There is no reason why these facts should not be agreed pursuant to clause 2.1 of the framework agreement. But if the FCA does not agree them, then the same clause states explicitly that insurers are not prevented from advancing non-agreed facts as part of their case.

Then a word, if I may, about the Swedish experience. For this purpose could I ask your Lordship to re-read one paragraph of our skeleton argument, namely paragraph 35?

(Pause)

Your Lordship can start at the second sentence. Your Lordship will have seen this, and I'm not going to give your Lordship very long because your Lordship will simply need to remind himself of the point here, which I won't repeat.

My Lord, it is a key plank, as we understand it, of the FCA's case that the entire corpus of the Government's advice, guidance and mandatory regulation, starting before closures and lockdown, is to be regarded as what is called one single body of public authority intervention; particulars of claim, paragraph 4.1. On

q

q

that argument there is no difference between the Government's initial guidance, say, and subsequent mandatory closures and lockdown.

That's obviously an argument for another day, but it is not impossible to conceive of an argument that there is a distinction , for the purposes of the Hiscox policy triggers at least , between guidance and recommendations on the one hand and mandatory proscriptions on the

That leads one on, in particular once the mandatory restrictions have been imposed, to the central issue which your Lordship will have seen from the particulars of claim arises, which -- assuming against insurers for the present that the cover is triggered in principle.

The question is this: what is the measure of indemnity in principle? That in turn raises the issue of how does one answer the question, for the purpose of causation and the application of trends clauses: what would the situation have been but for the restrictions?

Your Lordship will have seen that the central point made by the FCA in paragraphs 74 and 77 of its particulars of claim is that when examining these issues it is impermissible for insurers to construct " artificial counterfactuals that would not or could not in the real world have occurred". That's paragraph 74.

It follows that the FCA's argument is that insurers are not allowed to answer the question, "What would have been the position but for the restrictions?", by saying, "But there would still have been COVID". The FCA's case, as your Lordship will have seen, is that the two things, Government intervention and COVID, form an indivisible whole and you can't imagine a world merely without the restrictions but still with COVID because that's not realistic. The two are inseparable.

Now, obviously we're going to debate all this at the trial and there may be several ways in which it's possible to examine that question. One way may be—and I put it no higher than that—to compare the situation in the UK with that of Sweden, for example.

Now, Sweden is a country which, as is common knowledge and as is the fact, has not imposed anything like the same mandatory restrictions on use and denials of access as have been imposed in the UK. Your Lordship will know that restaurants and businesses have not been required to shut; people haven't been ordered to stay at home. Much more has been done by guidance and by recommendation, not itself mandatory.

This is all a matter of record and there is no reason why the content of the regulations passed and not passed in Sweden should not be agreed.

Now, if it were to be the case that reliable sources, such as the Swedish Central Bank, reported that, in spite of the absence of such restrictions, businesses in Sweden have suffered significant losses as part of the general contraction in economic activity, it being obviously unnecessary for the purposes of the test case to determine the percentage in fact of such diminution in activity, that might -- and I say no more than this -- be said to have a potential bearing on the argument which we foreshadowed in paragraph 35 of our skeleton and which I asked your Lordship to re-read.

It might therefore be said, with what force we will have to consider later, that if businesses in a neighbouring European country in which there are no comparable restrictions suffered measurable losses despite the absence of any such restrictions, there is no reason in principle why perhaps some proportion of a UK business' losses could not properly be said to have been caused by COVID alone.

Now, there is no doubt, there can be no serious doubt, expressing the matter at the highest level of generality, which is all one needs to do, that businesses in Sweden have suffered financial losses in the absence of lockdown and closures. If that's all agreed, then the trial can proceed on that basis and we

can argue about relevance at the trial . But if the FCA does not agree, it will be necessary to adduce evidence on it and some such factual material at a high level of generality will need to be before the court.

Now to come back, with that explanation -- which I appreciate is news both to your Lordship and to Mr Edelman -- to the issue over paragraph 11 of the draft, why should insurers have to apply for permission to serve any of this evidence unless some of it is strictly expert evidence? Why should they not be entitled to serve it as of right, as would ordinarily be the case?

And if we come back -- and then I will, metaphorically speaking, sit down -- to the three reasons given in paragraph 60 of the FCA's skeleton, which your Lordship will take up, the first reason put forward by the FCA is irrelevant. It is we who are putting forward the evidence. It is the FCA, therefore, which is required to use its best endeavours to agree the facts. I hope it does so.

MR JUSTICE BUTCHER: I'm sorry, which paragraph is this,
 Mr Gaisman?

23~ MR GAISMAN: Paragraph 60 of the FCA's skeleton. I'm sorry, 24~ it 's probably a wrong reference.

 $25\,$   $\,$  MR JUSTICE BUTCHER: No, it's right. No, go on.

q

q

MR GAISMAN: I was just addressing (a), (b) and (c) very quickly. I just said (a) is irrelevant because it's we who are putting forward this evidence. The FCA has to use its best endeavours to agree it and I hope they will. The need for evidence arises only if they don't.

As for the second point made in paragraph 60, I have explained why Hiscox considers that the evidence is necessary for the just determination of the issues.

explained why Hiscox considers that the evidence is necessary for the just determination of the issues . Whether it is so will be determined at the trial . But the evidence that we have in mind is no different from the reams of evidence that the FCA has put forward in the chronological section of its agreed facts .

The third point made by the FCA relates to the disclosure , and it is obvious from what I have said that no question of disclosure  $\,$  arises .

That's all I want to say.

MR JUSTICE BUTCHER: Mr Gaisman, what I wanted to -obviously what you have said is of importance and no
doubt helpful, not only to me but to Mr Edelman, but the
question which I have to address today is really
a practical one.

22 MR GAISMAN: Yes.

MR JUSTICE BUTCHER: Suppose there were a significant body
 of evidence which was not agreed by the FCA, what would
 be the consequences for the trial -- or perhaps the

question is: if there were a body of evidence which was not agreed by the FCA, would that simply be something which we had to take into account on 26 June at the second CMC in determining what matters could be dealt with at the trial and which could not?

It's those practical questions which I would like you to address.

MR GAISMAN: Well, I understand that your Lordship doesn't want to encumber the trial itself with evidential disputes, although any evidential disputes on paragraph 11 would obviously be likely to pale into insignificance by comparison with those in relation to paragraph 12.

The difficulty is being able to understand, my Lord, at the second CMC, before one has seen the case as a whole, what the significance of the evidence is and how it fits in. That's a difficult thing for your Lordship to do. Your Lordship, it's true, will have had the defences by then.

I hesitate, my Lord, because I know better than your Lordship and my learned friend the sort of evidence we have in mind, and it would be a very few pages of documents, so far as Sweden is concerned, mainly simply setting out -- which can't possibly be disputed -- what legislature, mandatory guidance, non-mandatory guidance

and recommendations there have and haven't been. I know that's not quite the question your Lordship is asking me, but I do find it difficult to concede that there can be much dispute by way of that. It's simply a matter of knowing what a friendly European country has done by way of legislature in the last few months.

Then there will be a very small amount of material, such as the Central Bank report, saying the economy has been badly hit. I would have thought that fact can't possibly be disputed. The amount by which it's been hit the trial court will not have to decide.

All I want to do is to illustrate the possibility that one can subtract the regulations , the restrictions , and still have the disease . My learned friend says that's artificial and at the trial I want to say, "No, it isn't artificial ". There is very little factual substratum that is required in order to put that point in play .

It's very hard to predict what disagreement there would ever be, my Lord, but I really assure your Lordship that this is not some Trojan horse. We are seeking simply to put in some facts which, as it were, throw up the point for legal construction. There will be no findings of fact that I would be asking your Lordship to make beyond, "This is what the Swedish

Government has done". But it's all in quasi- legislative or guidance or recommendations or -- some is in Swedish but we have translated -- and that, despite the absence of lockdowns and closures and the UK experience, businesses in Sweden suffered measurably; the measure in question being completely irrelevant for the purposes of the debate.

MR JUSTICE BUTCHER: Yes. I suppose the question then becomes, in a sense, this: if you have a good reason for putting this material before the court, then the court will give you permission. Why shouldn't there be at least the permission hurdle? The danger which I am concerned to guard against is that that there is the service of material which is put in and which may disrupt the trial --

MR GAISMAN: I agree.

17 MR JUSTICE BUTCHER: -- which is not relevant.

MR GAISMAN: My Lord, all I would say -- and I see the way your Lordship's mind is working -- is whether or not there is good reason for this evidence to be put in might only appear at the trial, and I would want to guard against a situation in which -- as I say, this must be theoretically possible -- the court were to rule that we should not have permission to adduce the evidence and on Day 4 of the trial the court wished that

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

```
it had reached the contrary decision.
                                                                                       of factual evidence. It's very limited in much the same
 2
             I think that's highly unlikely because the material
                                                                              2
                                                                                       way that has been discussed already. The question is
 3
          is not very ambitious and the point in a way can be
                                                                              3
                                                                                       the availability of pandemic insurance, specific
 4
          illustrated not quite without it, but in any event --
                                                                              4
                                                                                       pandemic insurance, but beyond that, my Lord, I don't
         but having said that, my Lord -- and I hope I have shown
 5
                                                                              5
                                                                                       need to add anything at all to what's already been said
 6
         your Lordship the sort of evidence we have in mind --
                                                                              6
                                                                                       by Mr Gaisman and by Mr Kealey.
 7
         there is no cause for alarm.
                                                                              7
                                                                                           I do apologise for interrupting , but I thought you
 8
     MR JUSTICE BUTCHER: I would also say, Mr Gaisman, if that's
                                                                              8
                                                                                       ought to know that that's our position.
q
                                                                              q
         the sort of evidence that you are intending to adduce,
                                                                                   MR JUSTICE BUTCHER: Thank you.
10
                                                                             10
         it's highly likely that if you require permission to
                                                                                           Right, could everyone mute their mics other than
11
         adduce it, I would give it because I can see the reason
                                                                             11
                                                                                       Mr Edelman? Thank you.
12
                                                                             12
         why you want it.
                                                                                   MR EDELMAN: My Lord, the problem that the FCA has been
13
                                                                             13
     MR GAISMAN: Yes
                                                                                       facing is that these insurers have not paid anything to
14
     MR JUSTICE BUTCHER: Mr Edelman will have heard what I have
                                                                             14
                                                                                        policyholders . It's not a case of them saying "Well,
15
                                                                             15
                                                                                       for reasons (a), (b), (c), we're only going to pay you
         just said.
                                                                             16
16
     MR GAISMAN: Yes, my Lord. I won't say any more.
                                                                                       part of your loss ". They have not paid them anything at
17
     MR JUSTICE BUTCHER: Right.
                                                                             17
18
             Does anyone else want to say anything before
                                                                             18
                                                                                   MR JUSTICE BUTCHER: Mr Edelman, I'm going --
                                                                             19
19
         Mr Edelman replies on this?
                                                                                   MR EDELMAN: There are points of principle, my Lord.
20
     MR KEALEY: Only that we ally ourselves fully with
                                                                             20
                                                                                   MR JUSTICE BUTCHER: We don't need to get over-controversial
91
         Mr Gaisman and his clients in relation to this
                                                                             21
                                                                                       in relation to the terms of paragraph 11.
22
                                                                             22
         submission, which it was agreed at least among ourselves
                                                                                   MR EDELMAN: No, my Lord, but it's important that --
23
                                                                             23
                                                                                       Mr Gaisman has presented submissions that may go to
         should be made by Mr Gaisman on behalf of course of his
24
          clients, but also collectively.
                                                                             24
                                                                                       issues on quantum, but what the policyholders are facing
25
     MR TURNER: My Lord --
                                                                             25
                                                                                       in this case is a blanket refusal to pay anything at
```

29

MR JUSTICE BUTCHER: Sorry, that was someone else's voice. 1 2 Who was it? 3 MR TURNER: It's David Turner for RSA, my Lord, and 4 I just want to put my hand up very quickly because, 5 having disavowed in my skeleton argument any intention 6 on the part of RSA to adduce factual evidence, we are 7 giving consideration to something slightly less exotic 8 than Mr Gaisman's clients in the form of limited factual 9 evidence, if not agreed, as to the fact of an impact of 10 COVID-19 on sectors of the UK economy in advance of 11 Government guidance and restrictions

I don't need to say any more than that because your Lordship will understand immediately the potential significance of such evidence and one would hope that it will be agreed and it would not be necessary to quantify the extent of that impact merely to establish that it existed. And otherwise we ally ourselves entirely with what Mr Gaisman has said.

19 MR JUSTICE BUTCHER: Thank you. Anyone else? No.20 Mr Edelman?

21 MR EDELMAN: My Lord, can I just make it clear at the 22 outset --

23 MR RIGNEY: My Lord, I'm so sorry to interrupt Mr Edelman.

I thought just to say, my Lord -- do forgive me --Zurich also has given consideration to the introduction

30

all, and it is those issues of principle which the FCA wish to have addressed. That may impinge indirectly on whether causation defences give rise to a partial defence to claims, but the critical point is that these policyholders are being told that nothing is going to be paid at all.

My Lord, as for the content of evidence, we have said that we will use our best endeavours to agree facts which appear to be uncontentious in the sense that they are, for example, a matter of public record or which are obviously facts which ought objectively to have been known to both parties to the contract. But if there are either contentious facts or facts which are not, in the view of the FCA, relevant to the issues of principle which fall to be decided in this action, then we will not agree them and then we would require the court to express a view and of course be bound by the court's ruling as to whether the evidence ought to be put before the court, and if so on what basis, with or without cross-examination, and whether it is relevant. And if irrelevant it will be excluded, or if insufficiently relevant the court may exercise a discretion not to

But at least the application process means that evidence which has already gone through the filter of

32

12

13

14

15

16

17

18

q

q

the FCA seeking to use its best endeavours to agree something where possible and has failed that test, then there should be a further hurdle for the court.

I add one more thing: this litigation is unlike other litigation in that, although the legal team for the FCA are, as I have explained, having to take an adversarial approach, this is not a party which is in essence hostile to the adversary. It is the regulator and wishes to have a fair and just adjudication of these policyholders' claims. As I said at the outset, we will do our best for policyholders, but there is no partisanship on the FCA in wanting to achieve a certain result on any particular policy. We're just here to argue the case for policyholders. So the insurers can have faith that we will approach the agreement of evidence in good faith.

My Lord, if my learned friend Mr Gaisman wants to put in evidence about Sweden and ignore what happened in Spain and Italy and France and everywhere else in most of the industrialised and commercialised world, that of course is entirely a matter for him. We can't stop him doing it.

MR JUSTICE BUTCHER: Yes. So the issue is as to whether I should approve the claimant's proposed wording for paragraph 11, which is that parties seeking to rely on

factual evidence should make an application for permission to the court by 4 pm on 18 June, or the defendants' proposed wording of paragraph 11, which is that parties wishing to rely on factual evidence should simply serve statements of witnesses of fact without an application .

It seems to me that I should prefer the claimant's proposed wording in relation to paragraph 11 to provide the discipline of needing the court's permission. If there is a case that the evidence is relevant and, if it hasn't already been agreed by the FCA, bearing in mind what Mr Edelman has said about the FCA undertaking to use its best endeavours to agree evidence, if there is such evidence, then the court will obviously be likely to give permission for it to be used. But it does seem to me that the filter of permission is a necessary or at least a desirable one, given that the trial is of a very limited window and the court has to have control over what is likely to be in dispute and take up time at the trial .

So I am going to favour on this the claimant's proposed wording for paragraph 11.

MR EDELMAN: I am grateful, my Lord.

 $\label{eq:main_model} \text{My Lord, there is now a much longer topic, which is} \\ \text{the issue as to paragraph 12 arising out of our}$ 

reference to the Cambridge and Imperial work.

My Lord, the shorthand writers have asked for a break at about 11.40. My Lord, I am happy to carry on until about then and then stop in mid-flow, unless my Lord wants to take a break now before we move on to a new topic.

MR JUSTICE BUTCHER: No, I think you should go on for about another 15 minutes, Mr Edelman.

MR EDELMAN: That's what I was proposing to do, but I just wanted to check with my Lord first.

So the topic which has generated the most heat in the skeletons, the last issue generated heat on the day but not in the skeletons, is in relation to paragraph 12. Can I just say at the outset that we are prepared to extend the date for an application for expert evidence to 24 June and to make it clear that such application should be dealt with at the second CMC.

Obviously there is an issue of principle that has been raised by the defendants as to our entitlement to plead what we have said in paragraphs -- in particular paragraphs 24 to 28.

I don't know whether it would be helpful for my Lord to have a look at those paragraphs. I don't know if my Lord has looked at them in detail, but it might be helpful if I take you through those paragraphs

3.

and explain what we're saying insofar as it's not already clear.

already clear.
MR JUSTICE BUTCHER: Well, Mr Edelman, I've read them,
I think I've read them twice, but I would like you to
take me to them if you think that that would be helpful.

MR EDELMAN: My Lord, in that case what I will simply do is just skim through them just to identify the different things that the paragraphs are doing because there appears to be an objection to all of 24 to 28, albeit that in particular in the Hiscox skeleton, from my learned friend Mr Gaisman, it appears that the focus really is on the Cambridge analysis, the under-reporting.

I'm not sure whether all the insurers are prepared to narrow their objection just to the under-reporting issue and whether it goes, as I understand it, not to the fact of under-reporting, because they all seem to accept that there was massive under-reporting, but whether or not we are entitled to plead and put before the court the Cambridge analysis and to invite the court to apply a methodology on that.

Can I just focus on what the four paragraphs are dealing with? We start at page 343. My Lord will have seen that paragraph 24 -- and my Lord will see referred to also in paragraph 28.1 -- that deals with the

q

q

Government data on reported cases, that's tests and deaths, and those are the tested cases which we deal with.

Then at 28.2 we also give information as to the geographic spread of reported cases, and, with respect, we consider that those paragraphs must be utterly unobjectionable from the defendants because they do no more than recite and apply Government-released data on testing. It requires no expert evidence, no expert involvement. The facts are the facts.

We then go on to 26 and 27, where we refer to, in particular, the Cambridge analysis, and, in 27, showing what the Cambridge analysis says about the level of under-reporting, which we then apply in 28.3 on page 345.

Now, the insurers seem to approach this question as if the Cambridge analysis is some expert evidence that the FCA has obtained to bolster its case. If they had even glanced at the Cambridge report or looked at our agreed facts on this topic, they would have seen that this is a joint Cambridge University/Public Health England modelling team which is publishing its work and providing the Government and Public Health England, in particular, with the statistics it needs and relies on, for example in relation to the R rate.

So this is not just some random model that the FCA has commissioned in order to ambush these insurers with scientific evidence in the particulars of claim. This is the modelling which is being used by the Government for its R rates.

What we invite the court then to do is to devise a methodology -- my Lord can see this now in 28.4 -- based on either deaths or reported cases or the under-counting ratio being applied to uplift reporting -- those are the three options in (a), (b) and (c) -- to average across small areas.

So that's a methodology. That's purely a matter of argument as to whether that is a method that policyholders can use to get over the hurdle of seeking to prove incidence in their particular geographic area.

Now, typically in a policy like that of Mr Kealey, whose clients rather surprisingly took the lead on this -- given that they have a clause with a 25-mile radius area, giving a square mile area, as we have already said, of about 2,000 square miles -- have said that -- obviously they wish to take issue with policyholders as to their ability to prove the incidence of COVID-19 within a 2,000-mile square area, but so be it. They want to take it. It's perhaps slightly more relevant to Hiscox, who have a 1-mile radius, but it's

in those particular cases where it's even more important that policyholders have a methodology.

As you see, what we seek to do is invite the court in our pleading to apply a methodology which policyholders can use to discharge the burden of proof which will be on them under the policies as to the incidence of COVID-19 in their locality .

I should add an important rider, which I'll come to in more detail later: we make it plain that we are not seeking to preclude insurers from seeking to prove in any given case that this averaging process is a misleading picture on the specific circumstances of an individual case.

MR JUSTICE BUTCHER: What do you mean by an "individual case"? A particular area of the country?

MR EDELMAN: A particular insured. Let's say -- I can't imagine this arising with Amlin, to be perfectly honest, with 2,000 square miles -- but in the Hiscox case and the 1-mile radius, where they can say, "This averaging is irrelevant for you because your property has no other properties within a 1-mile radius of it and therefore the averaging process is not reliable ". But as I'll come to explain, that is rather inherently unlikely because the policies that are being tested that involve the 1-mile limit are for bowling clubs -- one might

think that they might have a significant population around them, otherwise they'd be pretty empty most of the time -- and retail outlets. Again, one might think they're not the sort of premises likely to be a single building with no other buildings within a mile around them or maybe only one or two buildings with one or two occupants that Hiscox have managed to ask and they have said. "No, nobody had it here".

So this is all wholly artificial , in our submission. But let's deal with the point. That's the sort of situation that they might want to be able to show. They may show there is nothing in a particular area, no outbreak at all in a local authority area, but so far we have only -- the published data I think has only come up with one local authority with no reported cases.

MR JUSTICE BUTCHER: Mr Edelman, I don't want to take you out of your course because I want to hear you develop the whole thing, obviously. I want you to concentrate on exactly what it is I've got to decide today. Just before you do leave the point you have just been making, are you envisaging that it would be open to the insurers to raise these points in relation to individual policies at this hearing at the end of July?

MR EDELMAN: No. No. What we want -- and I'll put this upfront -- is the court to settle on a methodology which

will in effect give policyholders a -- it's something letters -- the insurers are putting policyholders to equivalent to a rebuttable presumption. proof on this topic. This is and has always been a very MR JUSTICE BUTCHER: When you say "methodology" -- and real concern of the FCA. MR JUSTICE BUTCHER: Yes. Now, that I certainly see, I think this is what the insurers are saying -- you're saying that the court should make some findings of fact Mr Edelman, and I absolutely understand the concern which is driving the FCA in relation to that. The by the application of a methodology? MR EDELMAN: No, my Lord. What we're asking the court to do difficulty is how exactly that is addressed. is to proceed on the premise of the Government's models MR EDELMAN: My Lord, what I have sought to do is to deal q as to the rate of under-reporting and an under-reporting with it with that analogy, that the courts do accept rate which the Cambridge analysis, which is fed through models and methodologies in order to overcome hurdles on to the Government -- hence the latest predictions about proof if it can be satisfied that the approach will give maybe continuing lockdowns in some parts of the country a reliable picture, subject -- but it's not decided --whereas others are released based on this work -- we're here you have the escape clause that you're not actually back at an earlier date now. We're back in March when having to decide that it does give a necessarily 100% the lockdown started for the purposes of this case. accurate answer in every case because there may be one in 1,000, but we suspect there won't be even one in What we're simply asking the court to do is to take the 1.000 or one in 10.000 where it doesn't give an accurate Cambridge analysis figures, because those are what are being used, and to use that to formulate the methodology result because it will provide the answer to the vast majority of cases and will prevent insurers from we outline in paragraph 28.4(c). MR JUSTICE BUTCHER: If you're just asking the court to say, stonewalling by saying, "Well, if there was an outbreak "Could that be enough evidence?", well, that's one within X miles of your property and if you can prove thing. But it's a different thing to say, "Is that that, then maybe the clause might apply". We want to clear this problem and it was in our questions for enough evidence?" MR EDELMAN: Or "Should it be". determination from the very outset as to how MR JUSTICE BUTCHER: And then, "Should it be", is that policyholders can go about proving the incidence of

a matter which the court can decide? I mean, the court

has to decide matters effectively of law and construction. I'm not quite sure how you get to the position that the court can say "It should be" or -- and I'm not quite sure how the court can get to the establishment of a rebuttable presumption either.

MR EDELMAN: My Lord may be familiar with the case of Equitas v R&Q, dealing with the allocation of the Kuwait Airport aviation losses for reinsurance purposes, in which it was not possible actually to break down the LMX spiral settlements. What the court did in that case was to say that an actuarial model is sufficient proof because of the difficulties of actually proving the pounds and pennies of the LMX spiral settlements.

What we are seeking to do is to invite the court to say that, because of the difficulty for a policyholder, an individual small business policyholder, in proving the incidence of disease as an individual policyholder on their own, the court needs to come up with a mechanism equivalent to the actuarial model in the Equitas v R&Q case which a policyholder is entitled to use to prove his case and which ordinarily will be treated by the court as a sufficient discharge of the burden of proof, because at the moment -- and my Lord has seen the extracts from Amlin and Amlin's declinature

disease

That's why we're asking the court to endorse a mechanism which will relieve the policyholders of actually having to prove this on a case-by-case basis when they haven't got the resources to do so. That's the reality and that's perhaps the obstacle that needs to be overcome and it needs to be overcome somehow. If this test litigation doesn't overcome it, then it will leave policyholders with a Pyrrhic victory because they will still get people like Hiscox and maybe even Amlin, who have been saying to a policyholder in London, "Well, if there was an outbreak within a 25-mile radius". I mean, insurers need to be told what is sufficient evidence for a policyholder to present to them, subject to their right to plead special facts.

So that is what we will be asking the court to do. The question is: should we be precluded from doing this? At the moment we hadn't envisaged that we would -- we don't currently envisage that we would be needing any expert evidence. If necessary, we can try and find out these people who did this analysis. But if my learned friend looked at this -- there is no evidence from their skeletons if they have looked at this at all -- they would have seen that the reason this model was adopted -- and they can see this from the first few

q

lines of the Cambridge published report on the net --that this is taken from a major study that the relevant department of Cambridge University conducted into the 2009 swine flu outbreak That was a model that was formulated to predict what the under-reporting was for that. It was tested against all other models to see whether it was reliable and the authors of the report suggested that it might be useful q to the public health authorities for future outbreaks, and hence we have that same model being now applied to the current outbreak. MR JUSTICE BUTCHER: Right. Mr Edelman, we will have a ten-minute break now and then you can resume. MR EDELMAN: Yes MR JUSTICE BUTCHER: Obviously I have carefully considered your reply skeleton argument as well and I would like to come back to that after the break. MR EDELMAN: Certainly, my Lord, yes. I'm grateful. (A short break) (11.54 am) MR JUSTICE BUTCHER: Mr Edelman, I can see you are there. Shall we make a start? MR EDELMAN: Yes, my Lord. Does my Lord want me to continue? I think my Lord

4.5

said you wanted me to deal with some matters raised in

MR JUSTICE BUTCHER: No, I want you to continue, but in

our reply skeleton, which I'm happy to do at this stage.

a sense the bottom line for today's purposes, as far as you're concerned, is what you have put in your reply skeleton, isn't it?

MR EDELMAN: Yes, my Lord, and what -- it's not entirely clear what the defendants are asking my Lord to do about it. There is no application to strike out paragraphs 24 to 28 and they say that they don't want us to rely on any expert evidence on this topic and they say -- perhaps they're saying that paragraph 12 should be edited accordingly. We're quite happy, as I said, to amend the date there to the 24th, so that if they really want to get expert evidence, they can go and get it.

As far as we're concerned, we just have the fact that these are the statistics on which the Government are relying for their strategy and that should be good enough for the insurers . So our submission is that you should make an order in accordance with paragraph 12, let's wait and see what the insurers actually say in their defences about this and then the parties can either agree a way forward or, if not, this will have to be dealt with at the second CMC. If we do adduce any expert evidence -- I'm not sure whether we can or

will -- it would merely be from these people saying, "This is what the model produces".

It may be that the defendants are under the misapprehension that the Cambridge analysis is some one-off scientific study because they hadn't read it. I won't comment on facial expressions when I referred to the origin of the study, but if you look at the report, what's on the web, the first thing it does is refer back to the 2009 study and refer to the fact it's with Public Health England.

I don't know if my Lord did see the agreed facts document, which is in the third volume. It starts at page 66. I just wanted to show you very quickly what that says.

(Pause)

16 MR JUSTICE BUTCHER: Yes.

"Premises located within an LTLA where there has been at least one reported case."

Then over the page, option 2:

"Relevant policy area incorporates more, potentially many more, than one LTLA and there has been at least one reported case in any of them."

Mr Kealey for Amlin, who is leading the charge on this apparently, so I'm told, you can see the application of his client's radius by the circle in that page and that rather gives you a graphic illustration of how large a 25-mile radius actually is and how many major towns it will incorporate.

Then option 3:

"Insured premises fall within a region, whether UTLA, LTLA or a region which is larger than the relevant policy area in which there has been a reported case."

Then you can use that as a reported case. Then "Hospital and ONS data", and there is a reference to that.

Then finally and more relevantly for the purposes of this dispute, page 75, "True level of infection", and I want to invite my Lord's attention particularly to page 76. It says:

"Similarly a team of statistical modellers at MRC Biostatistics Unit at University of Cambridge are working in conjunction with Public Health England to provide regular nowcasts and forecasts of COVID-19

2

5

7

8

q

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

q

10

11

12

13

14

15

16

17

18

19

20

91

22

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

infections and deaths at a regional level . The Cambridge analysis models a range of estimated infections as at a particular date in each region." And it gives an example of a median of an estimated range of cumulative infections in the East of England by 21 March."

My Lord, if one goes to the report, what one has is this graph, and, one can just run the mouse up and down the line of the graph and it will give you, at each day, the upper, median and lower level of cases, actual true level of infection cases, that this model predicts.

Just so my Lord knows, a 95% CRL -- my Lord may already know that -- is called a credible interval, and it's a distribution of possible values as a 95% credible interval of line between the upper and lower numbers. So it's not quite the same as a confidence level, but similar to it.

MR JUSTICE BUTCHER: I'm not sure what the difference is because confidence intervals usually rely on 95%. but ... probably I don't need to know for today's purposes.

MR EDELMAN: No, I don't think my Lord needs to know for today. It's the difference -- it's a Bayesian analysis and it's the difference between a Bayesian analysis and a pure statistical analysis.

My Lord, the critical point, paragraph 40: "The court should properly take into account the confirmed test cases of COVID-19 account for only a tiny proportion of those actually infected in assessing whether there have been individuals infected with COVID-19 in the relevant policy area."

Now, I suspect and I anticipate that paragraph 40 is in fact common ground because the insurers take as a point against policyholders, as my Lord has seen from our skeletons, that regardless of what was happening in their area, this was part of a wider pandemic, and on their causation defence they say, "The loss was caused by what was going on in the country as a whole and so the incidence of COVID-19 in your area was not causative of your loss ".

We will argue that at trial, but it demonstrates that there isn't -- this isn't an issue of principle and it does mystify us as to why the insurers are objecting to all this because in a sense the true infection rate supports their overall pandemic in the country causation case

Obviously for forensic reasons they have chosen to object to what we have said, but it's simply the raw data that -- my Lord, I've lost your video picture. I don't know if I have lost you on screen as well.

Right. I think I have lost you temporarily, my Lord. Can you hear me?

3 MR JUSTICE BUTCHER: Yes, you were just saying the true 4 infection rate supports their ...?

MR EDELMAN: Their pandemic case. One would have thought 6 that they would have adopted the Cambridge analysis on which the Government is relying as demonstrating how widespread the disease actually was. But for what appeared to be perhaps forensic reasons, they are 10 objecting to the use of these statistics .

MR JUSTICE BUTCHER: I think part of what you say is that the mutual objective embodied in the framework agreement is to ensure that there should be the greatest degree of certainty that is capable of being achieved and, as it were, putting forensic obstacles in the way of that is not in accordance with the mutual objective.

MR EDELMAN: Yes. My Lord, I was going to sum up and that obviously is the primary point. This proof of incidence was and is being presented by insurers as an obstacle, a general obstacle, to policyholder recovery. The letters of declinature are taking general points about policyholders having to prove incidence, as my Lord has seen, even when the radius is 25 miles.

So this is an obstacle. It was a something that the insurers knew the FCA wished to have resolved. I quite

accept -- and Mr Kealey I'm sure may take you to the letters and documents where they reserve their position and commented on the inclusion of question 6, which my Lord has seen referred to in the skeletons, of the questions for determination. But they have known from the outset that how policyholders should be able, in principle, to prove incidence was something that needed to be decided and has to be decided for certainty in the market going forward.

As we say, we understand that insurers are nervous about anything the court might say being treated as the last word on any individual case and we're prepared to agree with them a form of words which would protect their position. We are also prepared to consider any re-wording of 24 to 28, if they have any legitimate concerns about it. But the goal must be to end up with a methodology that can be applied by the vast majority of policyholders and which then puts the ball in the insurers' court to say whether the methodology for particular reasons shouldn't apply on a particular case.

MR JUSTICE BUTCHER: Yes. Anyway, the bottom line of what you are saying today, Mr Edelman, is that the order that you seek is that paragraph 12 should be made, amended to 24 June, that we should see what is in the defences put in by the insurers, see what is actually in issue and

50

3

4

5

6

7

8

q

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

revisit this at the next CMC? 2 MR EDELMAN: Exactly, my Lord, yes, and any application for 3 expert evidence will be dealt with at the next CMC. 4 If the insurers accept that the Cambridge analysis 5 is a legitimate way in which the infection rate, at 6 regional level down to the level that the analysis gives 7 one analysis -- that that is a legitimate and reasonable 8 analysis, that may be all we need. The rest is q argument. It will be legal argument based on an analogy 10 with cases like Equitas v R&Q, where we will argue that 11 it's impossible for anyone to actually prove on 12 an individual basis who did and didn't have coronavirus; 13 in particular, their particular locality. But what one can do is apply a methodology which will give one 14 15 a balance of probabilities confidence. 16 It's not a Fairchild case, where one is saving 17 that -- one is substituting a burden of proof, applying 18 some weak test. What is posing the legal question for 19 a court: how does the court allow someone to prove 20 a case in these circumstances? Just as in my LMX spiral 21 analogy where it is impossible to work out all the 22 individual settlements, one does it by a modelling 23 process and that's all we're going to be asking the 24 court to do

MR JUSTICE BUTCHER: Right.

25

1

MR EDELMAN: So I should say that we don't accept we have 2 acted in breach of the framework agreement. I think we 3 have explained that in our reply skeleton, why we 4 consider we are within it -- at the outset of the 5 agreement, it's construction and application, and anyway 6 this does apply to interpretation of it because it's 7 whether the disease has occurred. How can you say 8 whether it's occurred? We don't need to go into those 9 niceties because we say as a matter of principle this is 10 something that is within the scope of the framework 11 agreement and it only requires expert evidence if the 12 insurers want to say that the Cambridge analysis on 13 which the Government have been relying is so much waste 14 paper and is ridiculous, far-fetched. MR JUSTICE BUTCHER: Yes. Is there anything else you want 15 16 to say, Mr Edelman? 17 MR EDELMAN: I think that's it. 18 MR JUSTICE BUTCHER: Is it Mr Kealey who is taking the lead 19 on this? 20 MR EDELMAN: As Lunderstood it. 21 MR KEALEY: Can I just correct one or two things? 22 In R&Q v Equitas, as Mr Edelman must know because he 23 must have read it very recently, there were two 24 questions essentially that Mr Justice Gross decided. 25 One was whether, as a matter of law, the model or

54

a model could be used for Equitas to discharge the burden of proof. That was a question of law

The second question was a matter of fact: was the model that was used by Equitas in its attempt to discharge the burden of proof sufficient evidence? In other words, was it a robust, reliable model? That was an entire question of fact.

In relation to R&Q v Equitas, it mustn't be forgotten that expert evidence was called in order to validate the model and in order to prove that the model was the best evidence available to the court and was reliable and reasonable evidence upon which one could rely to discharge the burden of proof. That's the first point, my Lord.

Secondly, the attitude of insurers in this case is not merely forensic. That, with the greatest of respect to Mr Edelman, is absolute nonsense. What happened is that, for the very first time, on 9 June -- in other words not very long ago -- Mr Edelman and his clients served the particulars of claim and at the same time the agreed facts documents. Since then insurers have struggled to deal with these or certain of these objectionable paragraphs.

As Mr Edelman said I would -- and I shall -- I shall actually take your Lordship to the questions for

determination, the questions for determination which were proposed by Mr Edelman's clients on 30 or 31 May of this year and in particular question 6; secondly, the expression of uncertainty and lack of understanding expressed by my instructing solicitors as to what was meant by question 6; thirdly, the failure on the part of the FCA to answer that question ever until -- unless if it is to be treated as an answer -- the particulars of claim and the proposed agreed facts were served.

MR JUSTICE BUTCHER: Sorry, Mr Kealey. Yes, you can obviously take me to all of that. But for what purpose? What are you actually asking me to do today to which that exercise will be germane?

MR KEALEY: I'm asking your Lordship to make a ruling today that the FCA should not be permitted, pursuant to paragraph 12, I think it is, of the directions, which the FCA is seeking to have determined -- should not be permitted pursuant to that paragraph to adduce expert evidence in respect of the facts and matters -- and I'm going to take your Lordship to them -- alleged by the FCA in its particulars of claim between paragraphs 24 and 28.

The one thing I can agree with Mr Edelman, my Lord, is that certain of those paragraphs between 24 and 28 are unobjectionable. I'll take your Lordship to those

56

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1	iii a moment. The also take your Lordship	1	individual cases. How would we resolve that and when:
2	MR JUSTICE BUTCHER: Paragraph 12 merely provides that if	2	MR KEALEY: Well, the way in which it should have been done,
3	a party is asking for permission to rely on expert	3	which is probably the way in which it should therefore
4	evidence, it shall serve it by, as Mr Edelman now says,	4	be done, is quite simple. If this material was intended
5	24 June.	5	to have been relied upon and is intended to be relied
6	MR KEALEY: Yes.	6	upon, then if it is robust, then it should be entitled
7	MR JUSTICE BUTCHER: Now, what's wrong with that?	7	to be relied upon. But the FCA should have given the
8	MR KEALEY: What is wrong with that, my Lord, is that we	8	insurers the opportunity to evaluate this evidence. It
9	have not got and we have not had and we will not have	9	may be perfectly good evidence, but it's no good,
10	had enough time to be able to deal with these paragraphs	10	I'm afraid
11	and the Cambridge analysis and the other analysis by	11	MR JUSTICE BUTCHER: I mean, this is all slightly
12	then.	12	backward-looking. I think it maybe be the determinative
13	MR JUSTICE BUTCHER: What would be certainly very helpful to	13	answer, but if there is a possibility of resolving this
14	know is what your defences are going to say on these	14	issue, then shouldn't we be looking at trying to do so?
15	matters, isn't it?	15	MR KEALEY: You should absolutely be doing that, my Lord,
16	MR KEALEY: Our defences will say, my Lord, that it is	16	and what we have proposed in the first instance the
17	denied that whatever geographical curtilage is involved,	17	best way forward for the hearing at the end of July,
18	it is denied, and/or the insured, that is to say	18	my Lord, is for your Lordship then to decide what can
19	the FCA, is put to proof as to whether or not there was	19	happen thereafter, on, if necessary, an expedited
20	a COVID-19 case satisfying the particular	20	basis but the first thing that you should be doing,
21	MR JUSTICE BUTCHER: Is that really consistent with the	21	my Lord, is assuming for the purposes of the hearing
22	mutual objective of obtaining as much certainty for as	22	that there is a COVID-19 case within a certain
23	many people as possible?	23	geographical limit of an insured premises and then also
24	MR KEALEY: Yes, it is. Yes, it is, because achieving as	24	assuming, as a contrary assumption, that there is not
25	much certainty as possible and your Lordship should	25	and applying the contractual terms to those two assumed
	57		59

in a moment I'll also take your Lordshin

have a look at the mutual objective -- it was, my Lord, consistent with the need for expedition and proportionality .

If your Lordship goes to page 616 in bundle A, you will see the framework agreement and you will see preamble I.

## (Pause)

There are ways of doing this, my Lord, which are completely different from the way in which we have been confronted by this. It is no coincidence, my Lord, that none of the insurers , not one of the eight , despite themselves or their teams, envisaged anything like this evidence being held against us in this case.

There is a world of difference , my Lord, between saving a particular methodology is acceptable, which is a question of law, and saying, "Look at these two analyses, presume that they are correct and apply them".

What your Lordship actually --

MR JUSTICE BUTCHER: Of course I understand that, Mr Kealey. What I want to know is how do you say this is going to be resolved on a practical basis because otherwise we could conduct the entirety of this test case, which is meant to be obtaining the maximum clarity possible for the maximum number of policyholders, and leave open the possibility that there needs to be a proof in the

58

facts

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

What that leaves over -- and I totally appreciate, my Lord, that that will not determine whether, either generally or any particular case, COVID-19 was actually present within a particular radius or geographical limit in any particular case -- I accept that, my Lord.

individual cases. How would we receive that and when?

If you can make those assumptions, then what you are able to do is apply the terms to those assumed facts and you have made a large step, you have made a leap forwards, my Lord, because what you will have done is you will have determined, firstly, what effect a COVID-19 case outside that geographical limit has upon insurance coverage, what effect a COVID-19 case within that geographical limit has upon the existence of coverage, and what is left over then, my Lord, is to determine as best we can -- not in July because we don't have the time -- is to determine whether there is some mechanism, some methodology, which is robust and reliable, which can determine the factual question, not necessarily in any individual case, but perhaps on a collective of cases.

If Mr Edelman is right that the Cambridge analysis, which -- my Lord, I should actually say he talks about a Bayesian model -- if your Lordship, which your Lordship won't have done, actually looks at the

q

q

analysis , it's a novel mechanism, my Lord. It's not an old one. It's a novel one that they have used.

What your Lordship should know -- and it is a highly controversial thing -- the model seeks to derive the number of infections from the number of deaths. That's how it does it . It does it over about 11 countries in Europe and it estimates that across all 11 countries between 7 million and 43 million individuals have been infected up to 28 March. And what they say is, "In this report we fit a novel Bayesian mechanistic model of the infection cycle to observe the deaths in 11 European countries". The range, my Lord, of infection is somewhere between 1.88% and 11.43% of the population.

That model, my Lord -- it 's no good my learned friend saying that somehow or other it has some governmental imprimatur. Just because it has some governmental imprimatur doesn't mean to say that it is good, right or reliable. One knows, my Lord, that in relation to government scientists and government data, sometimes they happen not to be right for some reason or another. Therefore just because it appears to be something from Cambridge and/or something from Imperial and/or something from Oxford doesn't make it intrinsically and irresistibly reliable. This is an emerging science.

MR JUSTICE BUTCHER: Obviously I don't want to have the position where you say, "Oh, well, we can't really determine this until the science has become clearer".

MR KEALEY: I am not suggesting that.

MR JUSTICE BUTCHER: These are circumstances in which there has to be a modicum of urgency about the determination of these matters.

MR KEALEY: Absolutely right, and it's no good Mr Edelman saying -- I will address what your Lordship has just said. It's no good Mr Edelman saying, "Oh, well, they always knew this was coming". This seems to have escaped every single insurer in this case that it was coming. So that is not a good enough answer.

What might have been a more straightforward thing for Mr Edelman to have said is that, "Yes, they left it a bit late", a bit like this Government, my Lord, perhaps should have said they left the lockdown a bit late. They haven't quite got round to being able to say that. Well -- and obviously the FCA hasn't got round to saying, "Well, we should have told you earlier".

So what your Lordship, however, is interested in is how do we go forward. Well, as I say, the initial way that your Lordship goes forward is as proposed by insurers, that we do this on assumed facts. Some wordings will succeed; some wordings will fail; in other

words, if you have an assumed fact of a COVID-19 case outside a range of, say, 1 mile in terms of radius, so that's 3.14 square miles, then some wordings will protect the insurer, some wordings will not.

Similarly in relation to a 25-mile radius, some cases will succeed; some cases will not succeed. It may be that all cases will not succeed. That's a question of contractual interpretation applied to assumed facts.

Then what your Lordship has to consider is how can we actually lance this boil satisfactorily between the parties with as much expedition?

There is one thing, my Lord, that this will not be capable of being dealt with, as your Lordship has seen from Mr Wilkes' witness statement -- it's not capable and it won't be capable of being dealt with at the end of July. I don't know when it --

 $\begin{array}{lll} 17 & \text{MR JUSTICE BUTCHER: Now, Mr Kealey, there you are beginning} \\ 18 & \text{to push at an open door, which is that I think it's} \\ 19 & \text{going to be extremely } \text{ difficult to fit into the} \\ 20 & \text{eight-day window any actually contested expert evidence.} \end{array}$ 

MR KEALEY: Well, any open door, my Lord, I can slip through, however slight the openness happens to be.

Assuming, my Lord, I have managed to slip through, the next question is: when can this be dealt with? How soon can it be dealt with? In all honesty, I don't know,

my Lord. The reason I don't know -- your Lordship has read Mr Wilkes' witness statement. Most experts, my Lord -- and we have been all the way to America -- are heavily engaged mainly advising governmental or, if not governmental, then local governmental authorities, so we have a difficulty . But it must be dealt with soon.

The one thing I have to emphasise to your Lordship, however harsh I may sound, our sympathies are not against the policyholders or the insureds in this case. We are not trying to derail this. I don't know why Mr Edelman says this is a forensic point. I don't quite understand what he means in litigational terms when one takes a forensic point or doesn't take a forensic point. But putting all that to one side, I couldn't help but think it might be a pejorative description.

This isn't a forensic point, but these insurers have absolutely bust a gut to try and get this on the road. We have co-operated and collaborated with the FCA and we have entered into a framework agreement at incredibly short notice. We have agreed an expedited hearing which is incredibly curtailed and condensed. We are striving to agree assumed facts, agreed facts, et cetera, questions for determination. Sometimes, unfortunately, we don't get the responses that we think we deserve,

q

such as the questions that we specifically asked in relation to question 6. For some reason or other the FCA simply did not get back to us. We don't know why. If one were uncharitable, one would be able to give an answer. I'm not so uncharitable as to give that answer.

But we have bust a gut to get this going because it is as much in our interests as it is in the insureds' interests, as it is in the national interest, that we have this matter determined as soon as reasonably practicable, commensurate with proportionality and fairness.

This -- Mr Edelman's word -- this ambush -- it's not our word -- for some reason or other he says that we think it's an ambush. We just think it was rather incompetent that they never told us in advance. But that's their problem, not mine. My problem is I have to deal with this on behalf of my clients and indeed other insurers have pushed me forward to make this case as their, as it were, spokesman, even though I don't represent them, simply in order to collaborate and have only one useless mouthpiece as opposed to eight or, rather, seven other very, very good mouthpieces.

So I'm the mouthpiece that is being used and we have to deal with this and that's what we have been trying to

6.5

do. So don't think, my Lord, that we have some antagonism towards having this matter dealt with. That is absolutely false. We want this matter to be resolved as swiftly and fairly as possible, and if it takes an appeal to the Supreme Court by the FCA if it loses, then so be it, and vice versa.

So the question is , the immediate question is -- Mr Edelman says he doesn't understand what we want. Well, we can't have expert evidence on this point -- and I'll go into the pleadings in a moment just to say what particular paragraphs are disturbing us -- but we can't have expert evidence on this which we do not have time to respond to. Mr Edelman's clients obviously knew about this long before 31 May 2020. It's quite obvious. That is stated in the fourth defendant's skeleton . It's not been rebutted by any evidence or any reply skeleton .

They have obviously known about this a long time. They put it in the questions for determination in a way that we did not understand. And now they tell us in their reply skeleton that they had six days to get some expert. I don't know who this expert is. It probably was one of the authors. They probably simply asked him, "Can you explain to us the model and do you consider it to be reliable?" I don't know because we haven't got an expert's report.

 $\begin{array}{lll} 1 & \mbox{MR JUSTICE BUTCHER: So the problem from your point of view} \\ 2 & \mbox{is if you are expected to rebut any expert evidence} \\ 3 & \mbox{which Mr Edelman might rely on if he makes} \\ 4 & \mbox{an application under paragraph } 12? \end{array}$ 

 $\begin{array}{lll} 5 & \mbox{MR KEALEY: That is absolutely right, my Lord. He says --} \\ 6 & \mbox{I understand from what he says that he is not going to} \\ 7 & \mbox{rely upon any expert evidence.} \end{array}$ 

8 MR JUSTICE BUTCHER: Isn't one way forward to say that if he
9 wants to rely on any expert evidence, he should serve
10 what it is. You don't have to deal with this area in
11 expert evidence yourself. If you can't or don't agree
12 to it, and there would have to be actually the hearing
13 of expert evidence on this subject, then that can't be
14 dealt with at the trial in July?

MR KEALEY: Correct, and I should just say something. It's not that we don't want to deal with it. It will probably be -- and I can't guarantee -- that we can't deal with it.

19~ MR JUSTICE BUTCHER: No, I understand that and I thought 20~ that was what I was really saying --

21 MR KEALEY: My fault.

MR JUSTICE BUTCHER: -- because, as I say, I think it's
 going to be extremely difficult to envisage fitting in,
 just in terms of the time, but -- time for preparation
 for expert evidence for a July hearing.

MR KEALEY: Well --

MR JUSTICE BUTCHER: But what I do feel Mr Edelman has a point in saying, we don't actually yet quite know what is the ambit of the issue here.

5 MR KEALEY: Ah, well, let me just -- if your Lordship goes
6 to the pleadings -- it might be just worth having
7 a quick look, my Lord. If your Lordship goes into the
8 first bundle, bundle A, at divider 5 -- it's really very
9 simple. If your Lordship goes to page 342, to
10 paragraph 21:

"To the extent that the following matters are not agreed, the FCA reserves the right to rely on expert evidence as to the prevalence of COVID-19 in the UK as follows."

If I can just state: paragraph 22, if your Lordship could just read it, is unobjectionable as it stands. Paragraph 23 is likewise unobjectionable as it stands. If your Lordship turns over, paragraph 24 is unexceptionable and unobjectionable as it stands. Paragraph 25, subject to perhaps one small qualification, is likewise unobjectionable as it stands. Then you have the bombshell, my Lord:

"On the balance of probabilities and by a methodology based on estimating the number infected from the daily number of deaths, such as ..."

q

q

So this is apparently only an exemplification , as in fact -- in fact that is Professor Neil Ferguson, my Lord. He is I think the last name.

"... report 13, estimating the number of infections and the impact on non-pharmaceutical intervention from COVID-19 in 11 European countries, Imperial College

London 30 March and Birrell et al, COVID-19 nowcast and forecast Cambridge analysis [that's 5 June] the ratio between the likely number of cases of COVID-19 and the

 $10 \hspace{1cm} \hbox{reported cases can reliably be estimated."} \\ 11 \hspace{1cm} \hbox{So what they have done, my Lord, that's to say}$ 

the FCA, they have taken those two papers, the first of which is controversial on any view, and said, "Because we can estimate the number of actual infections from the number of reported deaths, we can then compare the number of actual infections with the number of reported infections and the ratio between the two is the

17 infections and the ratio be 18 under-counting ratio ". 19 So, for example, if you

So, for example, if your Lordship then goes to paragraph 27, and taking these particular regional zones, they then -- or rather this pleading then says that on that basis it is possible to estimate the under-counting ratio in England.

If your Lordship goes, for example, to 26 March -- that is in the left-hand column -- your Lordship will

see that the relevant data are then set out, and you see reported cases, my Lord, 17,956. So as at that date there had been just short of 18,000 reported COVID-19 case -- not deaths, but cases, my Lord.

Then it says "Estimated cases taken from Cambridge analysis". So the Cambridge analysis, if it is robust and reliable, estimates that in fact, by that date, there were just short of 2.5 million cases in England and the under-counting ratio is 138.1; in other words, the fraction of 2.5 over 18 is about 138.

Then it is said, paragraph 28:

"The FCA will seek declarations that without prejudice to an insured's right to prove the presence of COVID-19 through other evidence specifically called by them, on the balance of probabilities ..."

So here we have, my Lord, factual declarations . These aren't declarations of legal interpretation . Firstly :

"... the true number of individuals [et cetera] ... is at least as great as the number of reported cases."

Well, that is unobjectionable, my Lord. That doesn't depend upon the Cambridge analysis.

"Hence, given the reported cases, COVID-19 was sufficiently widespread that it was present within every LTLA zone in England by at least the 31st."

Well, that's actually not quite accurate, if you look at the underlying data, but we don't need and we don't require expert evidence in relation to 28.2. But that's simply an inaccuracy on the part of the person who compiled this particular paragraph.

You can go to the end, my Lord, of that paragraph. Then you have 28.3, and here we come into the real -- we return to the controversy:

"The true number of individuals infected on relevant dates in March in a regional upper-tier local authority or lower-tier local authority zone is at least as great as the number of cases derived by applying the under-counting ratio for the relevant regional zone to the reported cases in the regional zone."

So what the pleader has done -- having calculated the under-counting ratio from the analyses or the models referred to in paragraph 26, you then apply the under-counting ratio to the reported figures for any particular zone.

Then you compound the problem, my Lord, in 28.4:
"Case of COVID-19 ..."

MR JUSTICE BUTCHER: Of course I understand your broad point
 in this. Do you have a case about whether any of this
 is right or not? You can't tell me yet.

25 MR KEALEY: No.

MR JUSTICE BUTCHER: When will you have a case as to whether it's right or not?

3 MR KEALEY: I actually don't know, my Lord, and the reason
4 I don't know is because -- your Lordship has read
5 Mr Wilkes' witness statement, I take it.

 $6\,$   $\,$  MR JUSTICE BUTCHER: Yes, I have.

MR KEALEY: Yes, yes. Well, Mr Wilkes, no mean partner of DACB, has been trying to find an expert to help us. So far he has not succeeded. He has gone to America, Europe, England, and we haven't got one yet. Maybe we would have got one if we had had more time; maybe we wouldn't, my Lord. I don't know. But that doesn't mean to say that either it should be ignored that we don't have one or that we should stop looking . In  $\ensuremath{\mathsf{fact}}$  ,  $\ensuremath{\mathsf{my}}$ own personal submission, my Lord, is that we should continue looking so that we can work out whether this modelling, this novel model -- so described in its own report -- this novel model is reliable and robust, and even if not reliable and robust as to 100%, to what degree is it reliable and robust. Should therefore insurers accept it, even though it may have some flaws or weaknesses?

MR JUSTICE BUTCHER: So what you are saying is that there 24 can't be a determination -- you're saying that there 25 can't be a determination in July as to the facts, that

q

on the balance of probabilities this is the position? MR KEALEY: Correct. MR JUSTICE BUTCHER: But there would have to be a determination in relation to a number of assumed facts, but that the issue of what is the position in relation to the balance of probabilities would then have to be decided as a matter of expert evidence at some subsequent point? q MR KEALEY: Yes -- or it may be, my Lord -- and I can only posit this as a possibility -- it may be that if and when we get our expert evidence, we will be told, in an echo of what your Lordship said about 15 minutes ago. that this is the best evidence available and you are not going to get much better evidence in the future. Then the question is: if this is the best evidence available, as in Equitas v R&Q, which I have on my other screen --if that is the best evidence that is available, is it robust evidence intrinsically and therefore should we MR JUSTICE BUTCHER: If your point is really a practical one, that you can't deal with this by July, should I be laying down some contingent directions for how this would be dealt with and, if so, what and when? MR KEALEY: Well, if I were a purist, which I'm not, I would say that this should never have been in this particular

litigational arena at all . But I have just told your Lordship I'm not a purist , I'm a pragmatist when it comes down to this, and also I am, as I have indicated before, very alive , as are my clients , to the fact that policyholders need to know what their position is and they need to be treated as fairly as insurers and that insurers need to be treated as fairly as they.

Therefore, taking a completely pragmatic approach, my Lord, I think -- and it is a thought; it's not a submission -- I think that what your Lordship should be seeking to do is to work out how this can be accommodated to the mutual benefit and satisfaction of all parties as soon as reasonably practicable following the July trial, and therefore -- your Lordship has just mentioned the possibility of contingent orders or contingent directions. Certainly that should be something that should be considered, probably actually not today, but certainly at the next CMC once the parties have, as it were, retired and considered what they should try and do in order to reach agreement -- satisfactory to all parties, not just the FCA.

So that is what, as a pragmatist, I propose. But in the interim, my Lord, if the FCA want to advance the matter, they have the proposed partial solution that we have suggested and indeed so have other insurers, which

is to have some fairly straightforward assumed facts so that at least the principles of law, which after all are what we thought we were dealing with in this case, can be dealt with at or by the end of July.

Now, as I've said, my Lord, it may be that by the end of July we will know far more, that's to say my clients and indeed the other insurers, about the state of expertise and the modelling and whether it's a reliable model, et cetera, or if it's not totally reliable , to what degree it is reliable , and if that degree is sufficiently reliable, whether they should accept what is being proposed, subject only to one thing, my Lord: what your Lordship should not forget is that what the FCA has done in paragraph 28.4 of its pleading, having identified what they say is the correct numbers in any particular zone or area of infected persons, they have then averaged those numbers throughout the area; in other words, if you have 100 square miles and you have 100 people with COVID, then you average by way of some form of even distribution one person per square mile.

Now, that is not something that we can intrinsically accept, either as a matter of logic, legal logic or necessary scientific analysis, but that is something that we will have to consider very carefully as well;

for example, there may have to be a question of weighted averages. So if you have 100 square miles with little houses -- I don't mean that pejoratively -- but houses dotted around, but one major conurbation, then you might say, well, you can average out some numbers for that conurbation but thereafter you can't do it simply on the geographical basis, one per square mile or one per square 10 miles or 10 square miles.

These are things, my Lord, I can assure you we have been struggling with ever since we got this on 9 June. And this is not a forensic point. This is a point that we take in the full spirit and indeed the letter of the framework agreement and in relation to what we thought we were confronted with.

Since my learned friend enjoyed part of a jury speech, I just want to take your Lordship to the end of our skeleton. Your Lordship will have seen at the end of our skeleton -- and indeed it's now crept into the bundle, so I don't really mind where your Lordship sees it, as it were -- but if your Lordship goes to the end of our skeleton, we attached to that a letter from DAC Beachcroft and our responses to the FCA's questions for determination. This just shows my Lord, if I might respectfully suggest, why it is that we take quite personally the suggestion that we are being forensic or

1	uniair, whatever pejorative implication my learned
2	friend cares to throw at us.
3	MR JUSTICE BUTCHER: Is this going to help me, Mr Kealey,
4	really? I'm not really interested in mud-slinging.
5	MR KEALEY: No, it's not going to help you very much,
6	my Lord, save to this extent: it will show your
7	Lordship and maybe your Lordship doesn't need to know
8	or is satisfied that we haven't been playing around.
9	We have been trying to get the only reason I do this,
10	my Lord
11	MR JUSTICE BUTCHER: I'm not thinking to myself that the
12	insurers have been playing around because I think every
13	party has been trying to bring the matter on, including
14	the court, I may say, as quickly and as satisfactorily
15	as possible.
16	MR KEALEY: Then I needn't take your Lordship to this. I'll
17	just mention it. We specifically targeted
18	your Lordship probably knows this that part of the
19	questions to which these paragraphs in the particulars
20	of claim or which these paragraphs in the particulars of
21	claim address. Of course we hadn't got the particulars
22	of claim in those days. Those only came on the 9th.
23	But as early as the beginning of the month we were
24	saying, "Can you please help us on what this means?",
25	and help came there none.

I know your Lordship has just said that you don't think we have been playing around, but that was not the impression I received from my learned friend's submissions, and we take that very, very seriously, because if a conduct authority says, "Oh, well, this is just a forensic point", that is not something that a conduct authority should say unless it is good to be said, and it is not.

So, my Lord, I think that the FCA and these insurers , who have collaborated so well until this silly little spat, should continue to collaborate and I think with the assistance of your Lordship they will successfully do so.

MR JUSTICE BUTCHER: Right. So, Mr Kealey, what exactly is it you want me to do?

MR KEALEY: Right. No expert evidence, my Lord, on those paragraphs, the ones that I have mentioned, at the July hearing. That is a -- to use my learned friend's words in the questions for determination, that should be a given.

Secondly, this should be revisited at the second CMC by your Lordship as to how this matter should and can realistically and reasonably be dealt with. I do not know how far advanced either party or either sets of parties will be by then, but certainly I can promise for

my clients -- I'm sure that other counsel will promise on behalf of their clients -- that they will do everything that they reasonably can to be collaborative with the FCA, as indeed they have in the past, to get this sorted out, including continuing to look for expert evidence, so that by the time of the second CMC it may not be that we have advanced very much, but nonetheless it cannot be the case that we won't have advanced at

So your Lordship has --

MR JUSTICE BUTCHER: With a view that at least -- and if nothing else works, there would at least be the determination of matters on the basis of assumed facts in July?

MR KEALEY: Yes. Our position on expert evidence for the purposes of the end of July certainly won't have changed between now and then, but I'm taking as a given, my Lord, that we will not be dealing with this as a matter of expert evidence at the end of July because there is no way that I can say that that is possible or feasible. But hopefully we will have got somewhere, I don't know where, but somewhere further advanced as to how this matter can be dealt with -- not at the end of July because I'm suggesting to your Lordship that for the purpose of the end of July we should do it on the

basis of assumed facts; COVID-19 within 1 mile, COVID-19 not within 1 mile, et cetera.

Even though technically or strictly it doesn't fall within the framework agreement, and probably, I have to say, my Lord, doesn't even fall within the test case scheme, I think that your Lordship, as a matter of your inherent jurisdiction, should consider how best to advance the issue for the mutual benefit of all concerned. You shouldn't just say, for example, as a purist, "Well, this doesn't fall within the test scheme therefore it's a matter for some other judge at some other trial ".

MR JUSTICE BUTCHER: I would regard that as being highly undesirable. If this is the route which we're going to go down. Mr Edelman, in reply, or indeed any of the other insurers, I would have thought it would be desirable that directions were given perhaps contingently for a prompt determination of that in front of me, whether or not it fell within the financial markets test case scheme and even though other issues might be the subject of appeals in the meantime anyway. within a really quite short period of time.

MR KEALEY: Well, my Lord, if I can say that I personally
 and my clients personally are sympathetic to that idea.
 I cannot speak for other insurers on this, but I would

q

q

imagine that at least some of them will be equally sympathetic because, after all, as I've said ad nauseam, and therefore I will repeat just for your further nausea, this is not an attempt by anybody to derail the sense of these proceedings and I don't believe that's the FCA's proposal either. I'm sure that the FCA were doing the best they could in good faith. This just happens to have slipped through the net. But we are where we are, my Lord, and we don't want to go back. We need to go forward.

Sorry, my Lord, my phone is buzzing at me. I hope you don't hear it.

MR JUSTICE BUTCHER: No, but do you need to answer it?
MR KEALEY: No, my Lord. It's not one of my juniors or my
clients telling me to buzz off or be quiet.

My Lord, I think I ought to pass the baton, as it were, to my fellow insurer counsel, who will be -- may have been listening to me with increasing anxiety, I don't know, my Lord. As I say, I'm here because one of my clients begins with "A".

MR JUSTICE BUTCHER: Yes, "AM" indeed is the problem, isn't 22 it?

MR KEALEY: Well, it is, but I think I can probably get away with something else because I think they're preceded by M now, so I might be able to be down the list, my Lord,

when it comes to the real thing.

MR JUSTICE BUTCHER: Right. Yes, so would anyone else on the insurers' side like to say anything on this issue?

MR GAISMAN: My Lord, may I just pick up one point? I have

a permanent insecurity as to whether your Lordship can hear me.

 $7 \qquad \mathsf{MR} \; \mathsf{JUSTICE} \; \mathsf{BUTCHER} {:} \; \; \mathsf{I} \; \mathsf{can}.$ 

MR GAISMAN: Good.

It's a very short point. The factual question at issue is as to the true prevalence of the disease. The true incidence of COVID in the country is an issue which everybody knows to be highly contentious.

Now, your Lordship will have noticed this, but I confess I didn't on my first reading of paragraph 26 of the particulars of claim. It's maybe worth going back to page 343, paragraph 26. The key element in the FCA's preferred model or models entails extrapolating the true number of cases from the number of deaths.

That gives a supposed true number of cases, which is then related to the reported cases by the under-counting ratio, which is a purely arithmetical function of those two numbers.

So the question at the heart of this debate is this: what is the mortality in the UK associated with COVID-19? Now, one would have to have been pretty

inattentive over the last four months not to know that is a highly contentious question. But that is a question which nonetheless will have to be addressed, if it's not agreed, because that is at the heart, as we understand it, of the factual proposal that the FCA makes.

Now, my learned friend keeps talking about a methodology, and of course a methodology sounds like a question of law or a question of principle . So, for example, is it right to divide the country into local authority zones, as the FCA does? They only do that because that's the only way they can get at the data of the reported cases. Is it then right to apply an average across that local authority zone, as I understand it, an evenly distributed average, even though there might be a care home in one corner which has had a particularly disastrous mortality experience or reported case experience which totally skews the figures?

Then is it right to apply some sort of under-counting ratio, it being, I think, probably common ground that the actual number of cases is greater than the reported number of cases. We in our skeleton accept that and it sounds sensible, although others don't say so explicitly.

Now, that's a methodology and that's what we understood was in question 6, and we could have that argued if it's thought useful to do so. The crucial extra step that Mr Edelman wants to go is to apply a particular under-counting ratio which, as I've now shown your Lordship, is derived from an assumption -- no doubt an assumption into which a great deal of work has gone -- as to the number of deaths -- sorry, an assumption as to the number of cases derived from the number of deaths.

That is the key, as we understand it, scientific question which of course can't be debated in July and which I cannot tell your Lordship -- there may be other questions, to do with modelling ... I always feel rather dismayed when someone talks about Bayesian logic or probability, but I will probably understand it one day. It's those sort of questions which -- and I quite understand your Lordship wants that debate to be moved forward, but that can't possibly be part of July and I think your Lordship calls that an open door. I just echo what Mr Kealey said on behalf of Hiscox. We're not trying to put obstacles in anybody's way and I'm surprised to hear my learned friend suggest that we were. But we have to have a fair crack at that point and, if we agree it, well, then the point will go away,

3

4

5

6

7

8

q

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

```
but it's fairly controversial territory.
 2
      MR JUSTICE BUTCHER: I fully understand that, Mr Gaisman.
 3
          Obviously I could well see that if we had room enough
 4
          and time, the parties could spend a very long time
 5
          shaping up to argue that issue --
 6
      MR GAISMAN: Yes.
 7
      MR JUSTICE BUTCHER: -- but that's just not realistic,
 8
          is it?
q
      MR GAISMAN: It's not, and I showed your Lordship, there is
10
          a way forward consistent with paragraph 18 of my learned
11
          friend's reply skeleton, which is to debate
12
          a methodology. Now, there may be -- one could only get
13
          so far with this because we don't want to get into
14
          a situation where we're now facing expert evidence on
15
          weighted averages versus an assumed even distribution or
          how that works in different places or in different parts
16
17
          of the country because that too will interfere with the
18
          smooth running of the case.
19
              So I don't want to be thought to be committing to
20
          a particular set of questions, but some sort of
21
          methodological discussion as a matter of principle I can
22
          understand. But I've shown your Lordship the key
23
          further step and it can't be done.
24
      MR JUSTICE BUTCHER: Right.
25
      MR GAISMAN: Thank you.
```

85

1 MR JUSTICE BUTCHER: So it's now 1 o'clock. What I suggest 2 we do is we break now for an hour. If anyone else on 3 the insurers' side wants to say anything, they should 4 say it at 2 pm, and then Mr Edelman can reply on behalf 5 of the FCA in relation to this point. 6 Right. So we will resume at 2 o'clock. (1.00 pm) 7 8 (The short adjournment) 9 (2.00 pm)MR JUSTICE BUTCHER: Good afternoon, everyone. Is there 10 11 anyone else on the insurers' side who wants to address 12 that issue? 13 MS ANSELL: Yes, your Lordship, if I may. MR JUSTICE BUTCHER: Yes, Ms Ansell, 14 15 MS ANSELL: I appear on behalf of the fifth defendant. We 16 endorse the submissions of Mr Kealey and maintain that 17 the trial can only go ahead on the basis of assumed 18 facts in July. You will appreciate that this is 19 important to my client, QBE, as they also have a 1-mile 20 radius as well as a 25-mile radius clause, so it's not 21 iust Hiscox 22 Insofar as that 1-mile radius is concerned, the 23 insured are from a much wider range of businesses, not 24 just the owner of -- I think the example given was 25 bowling clubs.

86

I can confirm and want to confirm on behalf of QBE that we will be doing all that we can to take these matters forward and agree with what I think my learned friend Mr Kealey described as the "pragmatic solution" of having a trial of these issues shortly after the July hearing.

Your Lordship, I want to take this opportunity, whilst I'm on air, so to speak, as I don't know when I will next be able to butt in, to deal with a comment that my learned friend Mr Edelman made earlier: namely that insurers have not paid anything or paid any claims. I want to --

MR JUSTICE BUTCHER: I knew that when he said that, that was likely to waste some of our time, as it were

MS ANSELL: It is regretful, your Lordship, given the publicity and the public nature of these proceedings, and I just want to have on the record, so there is no misunderstanding, that QBE have been taking a policy-by-policy approach and on at least three policy types policyholders have been told that cover is available in principle, subject to the receipt of proper claim submissions, and I believe that one interim payment has already been made. So it was quite simply an incorrect statement and it is important that that error or misstatement is corrected for the record

MR JUSTICE BUTCHER: Right. I did not want to stop you from 1 2 saying that. It's understood. 3

MS ANSELL: I'm grateful. I have nothing further.

MR JUSTICE BUTCHER: Right, thank you. Anyone else? Mr Edelman.

MR EDELMAN: My Lord, on that last point, I make it clear that I was referring to the policies in issue, and there are other policies out there with different wordings where insurers -- I don't know whether there are others other than QBE. There may well be and I accept there may well be -- who have paid claims on other forms of policy. What I was referring to is these forms of policy and responding to the written submissions that have been made in relation to these policies .

My Lord, can I just focus the debate on to what this is really about? The defendants have tried to portray our case as though it depends on the precise figures in the Cambridge analysis. I just want to demonstrate one point. If I may trouble my Lord just to take one look back at page 76 in the third bundle, with our agreed facts, and the table that the Cambridge analysis produced in respect of the East of England.

Now, when applied to the number of deaths at the relevant date, you will see that paragraph 39 says that the median figure gives a number of reported cases as

q

being just over 0.5% of those estimated by the Cambridge analysis Just so my Lord has the picture, the difference, if you go to the -- if you take the difference between the lower and the upper, if you took 15,000 less cases, the figure as a proportion changes from just over 0.5% to 0.68%, and if one goes up from 89,000 to 106,000, it's 0.47%. So the difference between the lower and the q upper is 0.2%. The FCA is not concerned about whether it's 74.000. 89,000, or 106,000. What we are concerned about is the order of magnitude. What was said about the forensic point is that -- it's said that, "Well, Mr Edelman made forensic criticisms of the fact that insurers have denied claims on the causation basis by reference to this being a nationwide pandemic, a nationwide outbreak". What the FCA wants to know, so that it can formulate an agreed basis for going forward with the insurers -- my Lord, I've lost your picture . I don't know if I've lost your video. (Pause)  $I^{\,\prime}\,II$  wait until the judge returns . (Pause) Can I just check that everyone can hear me and it's not me who has gone offline?

MS ANSELL: I can hear you. MR EDELMAN: Thank you very much. I just wanted to check it wasn't me. MR KEALEY: It says something about your advocacy, Colin! MR EDELMAN: I know. I've burnt his line out. (Pause) MR JUSTICE BUTCHER: I'm very sorry, Mr Edelman. You had just said that if the insurers had denied coverage due to this being a nationwide pandemic. MR EDELMAN: Yes. I think I mentioned in my opening submissions on this aspect, Mr Gaisman in his submissions accepted that there is significant level of under- reporting. 

What we want to know is what — in their defences, what are insurers prepared to admit about this? Because if the difference between us is that it may not be as high as the Cambridge analysis report suggests, but may be, let's say, 1 in 100 for England as at 21 March and not 1 in 153, then we can go forward on that basis, on an agreed basis. But we really need to know what the insurers' case is. And seeing as they are accepting that and averring for the purposes of their own case that there was a pandemic and that they are accepting that there was a degree of under-reporting, what do they actually say about the Cambridge analysis?

We're not wanting them to agree the precise figures . What do they have to say about it? It may be then we can move forward. We are prepared to work constructively to avoid any need for contention on this because, in the vast majority of cases, whether it's 100 to 1, 90 to 1 or 110 to 1 isn't going to make any difference at all .

Obviously if they're going to say, "Well, there were only two unreported cases for every case", which probably we all know anecdotally is far away from the truth, from all the people that we will all have known who contracted the disease, then obviously it does become a bone of contention, but then it doesn't sit happily with their case on pandemic.

So there's got to be some realistic level which they can suggest in their defence, and that's why we want a plea to it. We don't want a plea to it to hold their feet to the fire. We want them to plead to it so that we can ascertain what is actually agreed, where we can go forward on an agreed basis.

Just putting it all off simply because they can't agree and say they want scientific evidence to accept that on 21 March it was 153 to 1 in England is not, in our respectful submission. a sensible way forward.

This should only be put off if there is such

an extreme difference between the parties that it really, really makes a difference. But, as we see it, as long as the insurers are prepared to accept a reasonable order of magnitude in their defences, we should be able to go forward on the basis that we can agree that as the likely minimum, and then, if in due course some policyholder needs to prove a higher incidence, then they can do so. But that is unlikely to have to be the case, given, as I've shown my Lord, that, if one looks at the statistics, a difference of between 74,000, and 106,000 makes a difference of only 0.2%.

Now, this is not significant. Because the number of reported cases were so few in those early days in March, the early period in March, which is when everything critical happened, the order of under-reporting is likely to be something, as I said, for most insureds at what we would categorise as being a reasonable level for insurers to be able to agree.

My Lord suggested that this could go off to a second trial . I have to say that the FCA is very concerned about the cost implications of a second hearing and whether it could justify incurring the cost of a second hearing. So we would not be in favour of that option, I'm afraid.

So what we were looking for is a positive way

q

forward, in the sense that paragraph 12 of the order is a good discipline for insurers to be as positive as they can in their defences about making admissions. What we suggest is that insurers, as we've suggested from the outset, should plead a case, the FCA will in the spirit of the framework agreement seek to reach as much agreement as it can with insurers about this topic and hopefully resolve it -- resolve by agreement. But if not, then this matter will have to be dealt with again at the second CMC to see how it should be coped with.

My Lord, there were a couple of other matters that I have been asked to deal with. In particular , there was the criticism of the FCA in relation to the timing of the production of the report .

Firstly , no other insurer -- no insurer other than Amlin asked for an explanation of question 6. Amlin simply said they didn't understand what we meant in question 6 and would wait to see what the agreed facts said and they came with the points of particulars of claim. Of course, you know, there was a very significant amount of work to do and my Lord can see from the scale of the pleading this issue is by no means at the centre of the case. There are many issues of coverage, principle and to do with the individual policies , which are also important. I'm not saying this

isn't important, but it's not a central issue in the case. It's just one of the many issues in the case; one of the many obstacles that policyholders are facing.

The information was put together as quickly it is could have been. There was no sitting on the report, no sitting on the information. Everybody was working to a deadline and this information was provided in time for the deadline for service.

There were a lot of people working very hard on all aspects of this pleading. Nothing was held back. There was no tactical consideration. There was no incompetence. There was no delay. Many people have been working into the early hours of the morning and longer to get this pleading out on time.

My Lord, I think that's all I need to say in response because, although there were very detailed points -- perhaps I should add this: it's still not entirely clear what insurers are seeking to exclude in any event, but, as I understand the position from Mr Kealey, the only passages he takes objection to are 26 and 27 and the reliance on that information in 28.3. But, as I've said, the answer to that is not to prevent us from relying on those or to simply assume them; it's to require the insurers to plead to them and then we will see where we are.

But we take on board entirely what my Lord has said as to the undesirability and potentially impracticability of having contested scientific evidence

impracticability of having contested scientific evidence at the trial and that means that if insurers are realistic in their defences, we will be realistic in trying to agree something with them.

 $\begin{array}{lll} 7 & \mbox{MR KEALEY: My Lord, can I just correct something that} \\ 8 & \mbox{Mr Edelman inadvertently got wrong? We do object to} \\ 9 & \mbox{28.4, with possibly the exception of } 28.4(\mbox{d}). \end{array}$ 

10 MR EDELMAN: Yes, that's an argument, I think. I wasn't 11 suggesting that you agreed to it. It's an argument 12 point rather than an expert evidence point.

MR JUSTICE BUTCHER: Right. Thank you. Anything else?
 DRAFT RULING - see separate transcript
 Case Management Conference (continued)

22 MR JUSTICE BUTCHER: Mr Edelman, I hope that's clear. 23 MR EDELMAN: It is, my Lord, I'm grateful.

My Lord, just returning back to paragraph 11 -- and 25 I hope this isn't contentious -- but on the date of the

directions which currently is 4 pm on 18 June, the insurers have not yet responded to our agreed facts. We do need their response urgently. But given that they have not been able to respond yet to our agreed facts, can I suggest that the date under 11 be put back from the 18th, which is only two days' time, to the 22nd? That will give more time for insurers to submit their comments on our agreed facts and give all the parties more time to make an application.

I think that's to everyone's benefit and -MR JUSTICE BUTCHER: Well, I would doubt whether there is
any opposition to that, but we will leave a pause to
see.

 $14~{\rm MR}$  KEALEY: There is no opposition on the part of my  $15~{\rm clients}$  .

MR GAISMAN: My Lord, it may be helpful for the date for the service of expert evidence to go back by the same amount. The only reason I say that is because, although I anticipate that most of our evidence in relation to Sweden will be evidence of fact, it may be -- I put it no higher -- that some of it is very technically regarded as evidence of expert opinion. If it is, it will be a minority and it will be an argument of no possible consequence since permission is required in either case. But it would be sensible to have those two

2

3

4

5

6

7

8

q

10

11

12

13

14

15

16

17

18

19

20

21

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

24

25

24

25

1 on the same date, fact and expert. 2 The only other point I would raise -- and it arises 3 out of something that Mr Edelman said in reply to me 4 this morning -- is that I very much hope that in dealing 5 with what can and can't be agreed as facts, parties 6 don't take the position, "Well, I don't dispute it as 7 a fact, but I do dispute its relevance ". Relevance is 8 for the trial, it's not for satellite litigation, and q there is no objection to a fact which is not inherently 10 controversial being allowed in even though, as is the 11 way in litigation, one side doesn't manage fully to 12 understand the other side's position or point of view. 13 So please can we not have agreement on either side on 14 the agreed facts stymied or impeded by obstructiveness 15 about relevance; for example, I may not see the 16 relevance of Mr Edelman's proposed agreed fact about the 17 Zika virus, but if he wants it in, that's fine, and 18 I would expect him to take the same approach in return. 19 MR EDELMAN: Well, if Mr Gaisman wants my comment. I have to 20 reserve my position on the relevance of introducing 91 evidence to do with another country and different 22 population size, different economic circumstances. We 23 will see what it says, but this is litigation that has

happened and didn't happen in another country when we 97

to be conducted efficiently, and delving into what

1 have enough on our hands to deal with as to what 2 happened in the UK may cause objection. But I will have 3 to take instructions on that and we will have to 4 consider it . But I can't make --5 MR JUSTICE BUTCHER: It's difficult to deal with this sort 6 of issue in the abstract. Obviously I expect both 7 parties to be realistic and not to try and gain tactical 8 advantages either way at this juncture. 9 MR EDELMAN: My Lord, can I just add this: it would be 10 helpful if Mr Gaisman is to introduce evidence as to 11 Sweden -- I'm not sure whether he wants to introduce 12 evidence as to what happened in Brazil as well, the 13 other country without a lockdown, but we will have to 14 see. If he wants to introduce evidence about Sweden, 15 if, without giving too much away, he could provide with 16 it a very short summary of the point or points that he 17 would want to make based on the evidence, that would 18 help us. Merely serving the evidence which, on the face 19 of it, has nothing to do with the UK without any such 20 explanation may cause a more negative reaction than 21 an explanation accompanying it would. 22 MR GAISMAN: My Lord, I gave an explanation this morning and 23 your Lordship was kind enough to say that your Lordship

could see why I wanted to rely on the evidence. Of

98

course your Lordship doesn't necessarily accept the

evidence or think it is decisive, but your Lordship could see why I wanted to rely on it, and I think if Mr Edelman re-reads what I said this morning, he will understand it too. I don't, with respect, see why he is entitled to anything more.

MR EDELMAN: Just so he knows, the issue is going to be how -- into what level of detail are we going on the causation case because Mr Gaisman seems to be considering going into what would become a quantum exercise as to how much of a claim is payable, whereas what the FCA is concerned about is not the adjustment of claims, but whether claims are payable at all in principle. So I'm not going to invite Mr Gaisman to comment, but just -- as long as he has that point in mind, our objection, if there is one, may be -- but we'll have to see what he says -- if it's going into issues of quantification, that is beyond the scope of what this litigation is intended to investigate.

MR JUSTICE BUTCHER: Right. I think you are protected,
Mr Edelman, by the order which I made earlier, which is
that Mr Gaisman does have to apply --

22 MR EDELMAN: Yes.

MR JUSTICE BUTCHER: -- for any evidence, factual or expert, and if I cannot even at that stage see the relevance, then he may not get permission, but if I can, then he

99

will .

MR EDELMAN: I think he was inviting me to agree to evidence even if we thought it wasn't relevant and to leave it to the court to decide at the trial whether it was relevant and that is what I was objecting to . That would undermine the whole purpose of my Lord's ruling on paragraph 11.

MR KEALEY: My Lord, can I intervene for a second to detain you? It is apparent from Mr Edelman's reply skeleton that the FCA has had the assistance of expert evidence in relation to the matters addressed in the questionable paragraphs in the particulars of claim. I presume that he will or his clients will have either a completed or a fairly advanced expert's report. It would be extremely helpful, if the FCA wishes to have agreement as soon as possible in relation to the matters in dispute in relation to paragraph 28 and thereabouts, if they were willing to -- I can't oblige them to -- give us sight of their experts' reports or evidence to date and then we shall be in a better position, no doubt, to ask our own experts, if and when we can find them, what the answers are, and we might -- but I doubt it -- be in a better position to deal with the matter, as he puts it, constructively in the defence. But at the moment, without any expert assistance on our part, we don't

2

3

4

5

6

7

8

q

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

think that we're going to be able to say very much in 2 the defence about those paragraphs. 3 MR EDELMAN: If it helps, the figures that are obtained that 4 are set out in the table at paragraph 27 can be obtained 5 by scrolling up and down the graphs in the Cambridge 6 report, which is available publicly on the internet. 7 The screenshot on page 76 of bundle 3 is -- with the 8 boxes there, it demonstrates how that figure is q extracted. You just roll it up and down the graph on 10 the net, so that's where it's from. It's very clear. 11 MR KEALEY: That's not --12 MR EDELMAN: If we have any additional information, I will 13 take instructions as to it being provided to insurers. 14 MR KEALEY: Well, I can draw a graph and say that's where 15 the information comes from, but, anyway, I'm not sure 16 that is going to be very constructive. But, as I say, 17 it would be very helpful, if the FCA wishes to defend 18 the integrity of these reports or assert the integrity 19 of these analyses, if we were to be able to see 20 something sooner rather than later. 21 MR JUSTICE BUTCHER: Well, Mr Edelman has said that he will 22 take instructions, if there is anything else, with 23 a view to giving it to you if it's going to be of any 24 assistance

101

MR KEALEY: Very good. Thank you.

capable of being answered.

MR\_IUSTICE\_BUTCHER: Yes MR EDELMAN: Right, my Lord, that concludes the issues on the directions. I'm not sure whether any insurers are actually going to raise it as an issue before you, but there has been raised in the skeleton arguments an issue about assumed facts and examples. From what I have read in some of the skeleton arguments, at least, my Lord was being asked to endorse or encourage the FCA to agree to the particular examples that insurers have formulated. If you are to be invited or encouraged to say anything about this, then there is something that I would want to say on the subject. But I don't want to waste my breath unless that is going to be pressed by anyone today. MR JUSTICE BUTCHER: Yes. Just before we get to that, Mr Edelman -- and I hope I know what your answer to all of this is going to be -- that when I looked at the questions for determination list , I was somewhat nervous about the generality of various of the questions and I hope everyone appreciates that the questions which are posed to the court, which I understand are going to be embodied in a list of issues, must be definite and they must admit of definite answers so that questions such as "What is the meaning of  $\dots$ " are just not going to be

102

The court can say that this or that doesn't fall

within the meaning, but it can't give essay answers to, What is the meaning of ..." or, for example, "What does he have to prove?" is not acceptable.

Whether this or that might be enough proof is possibly capable of being answered, but not "What does he have to prove?", and equally, "What is the applicable test of causation?", given a whole number of different forms of words. Those are not going to be capable of being answered like that.

I'm sure everyone appreciates that, but I thought I ought to say it.

MR EDELMAN: My Lord, the contractual role of the questions for determination was primarily as a scoping document, and so that was to demonstrate to all signing up to the framework agreement what was in and what was not in -- I should say what was potentially in -- because one aspect, as you have seen, QBE, where -- one aspect of their policy is not going to be tested and therefore they would remain free to defend claims after the test case which were pursued on that clause, which is not being tested. I make that clear on the record for QBE's benefit. But it was a scoping document and it was fully intended to serve that purpose, rather than being a list of issues for it.

25 MR JUSTICE BUTCHER: Right.

102

So what you were saying before I said that was: agreed and assumed facts, is anyone making any sort of application in relation to them today?

MR EDELMAN: Yes.

MR JUSTICE BUTCHER: I have to say my understanding was that the general view was that they would be continued to be the subject of discussion .

MR EDELMAN: I hoped that would be the case. We have set out our position on them in dealings with insurers. We remain prepared to consider them, but we think the best time to consider them, as with the finalisation of the list of issues, is when the issues have been more clearly defined by the pleadings and reference can be made to the points in the pleadings.

We think that the issues of principle between the parties may be -- if they're going to be the subject of examples at all and they may not need to be -- but if they are, may benefit from much simpler examples, but some of them may not.

I can deal with that in a little bit more detail, but I don't want to waste my Lord's time if none of the insurers are wanting to press the issue of examples at this hearing. I understand they want to reserve their position for the second CMC, so if they're silent now I make it clear I'm not taking that as any concession on

t doesn't fall 25 I make it clear I'm not taki 104

3

4

5

6

7

8

1

2

3

4

5 6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

20

21

22

23

25

```
their part, acceptance of anything I've said either
 2
          today or in our skeleton, but whether this can all be
 3
          put off to the second CMC if we can't agree it in the
 4
          meantime
 5
      MR JUSTICE BUTCHER: Right. We will give a pause for any
 6
          insurer to say anything that they want to at this point.
 7
      MR KEALEY: Yes, my Lord. Mr Edelman has been very fair
 8
          about this. I just want him to confirm, because I'm
 q
                                                                               q
          sure he will , that the date of 15\ \mathrm{June} in paragraph 2.3
10
                                                                              10
          of the framework agreement, which is in bundle A at
11
          page 618, is therefore no longer applicable because
                                                                              11
12
          there the date of 15 June was designated to the date by
                                                                              12
13
                                                                              13
          when any party should make any application in relation
14
          to deletions, additions, supplementations and things
                                                                              14
15
          like that to the assumed facts.
                                                                              15
      MR EDELMAN: My Lord, what we envisage the example being,
                                                                              16
16
17
          that the assumed facts would provide a general range of
                                                                              17
18
          permutations and what we would suggest that the
                                                                              18
                                                                              19
19
          insurers' examples, if any are used in any form, should
20
          be is a submissions tool for trial, so that they are --
                                                                              20
21
                                                                              21
          we would not rely on that clause of the framework
                                                                              22
22
          agreement to preclude insurers from seeking to suggest
23
                                                                              23
          the use of examples at the second CMC.
24
              I hope that's sufficient because I think all
                                                                              24
25
          Mr Kealey wants to know is are we saying that that
                                                                              25
                                  105
```

prevent them from putting forward examples, and we say 3 it doesn't. 4 MR KEALEY: Well. I'm not sure --MR JUSTICE BUTCHER: Mr Kealey went a little further than 5 6 that. I think what he wants confirmation of is that any 7 suggestions of amendment or addition, you won't say that 8 they are precluded by that clause. 9 MR EDELMAN: Since the assumed facts are really a range of 10 permutations, the permutations that could be relevant, 11 what will actually be relevant will be defined by the 12 list of issues, and then what will then develop the list of issues will then overtake the questions for 13 14 determination and the assumed facts will be relevant 15 insofar as they are relevant for consideration, but they 16 have to remain the range of permutations. 17 For example -- I think maybe we are having to get 18 into this -- let me give one example of Hiscox with 19

paragraph, that clause of the framework agreement, would

a denial of access clause -- sorry, I hadn't got the page turned up ready to deal with this, but I'll deal with it when it's available in a moment. If I can just show my Lord an example of this. It's page 399 in the

24 MR JUSTICE BUTCHER: Yes.

MR EDELMAN: My Lord will see there is a table there. The

106

previous page, 398 and 397, will show you this is part of our schedule for Hiscox. It has -- under the denial of access clause, which is quoted there at the foot of the table.

"We will insure you for your financial losses resulting solely and directly from an interruption to vour activities ."

And the non-damage denial of access is caused by: "... an incident occurring during the period of insurance which results in a denial of access or hindrance in access."

So there are two concepts there, amongst others: interruption and denial of access or hindrance in

If you go over to page 401, my Lord will see the sort of points that are being taken. On page 401 at

"An important requirement for cover is that the business activities are interrupted, ie they have to

So that's interruption . Under (ii):

"A public authority has not denied you access or hindered your access to the insured property. Whilst the Government has ordered the general closure of many businesses across the UK to reduce the spread of

107

coronavirus, your business and the type of service it offers was not included within the list of businesses that are subject to a legally enforceable order to close. This means that you can still access the insured

You get a similar approach on page 406. This is another Hiscox type of policy and it's item 18. It

"As a preliminary point, on the basis of what you have set out so far and our limited knowledge of the insured's business, it is not clear to us that the business is unable to use its premises by reason of a restriction imposed by the recent legislation . As we understand it, whilst the business served food on-site. customers could also buy cakes from the business, as other businesses that do not serve food on-site have done and continue to do so."

They go on to say:

"Regulation 3.3 of Northern Ireland expressly permits cafés or restaurants that sold food for consumption off- site to carry on selling food for consumption off- site ."

So my Lord will see that there are some very simple issues in this case which will require determination. When I say "simple", I don't mean that the answer is

2

5

6

7

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

16

21

22

2

3

4

5

6

7

8

q

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

easy. I just mean that they are narrow and simple to formulate

On prevention of access, is it sufficient that the owner can still visit his premises or is access to the premises prevented if the Government prevents customers from going to the premises by ordering them not to go for non-essential shopping?

Interruption: if you are a coffee shop and you also have a counter serving cakes which are sold not just to customers in the café but also to customers who come into the shop and buy a cake, is your business interrupted because vou can no longer operate as a café or, as Hiscox suggest, is it not interrupted because you can still sell your cakes?

Now, these are very simple fact situations which need to be addressed. Whilst our assumed facts cover all permutations, it is unlikely that the court, in order to answer these sorts of questions on the Hiscox policy, is going to need either to have resort to all the permutations in the assumed facts or to any detailed

So my answer to Mr Kealey is, yes, the assumed facts are there which set out the range of permutations that exist across these policies, but the extent to which any of those permutations will need to be considered to

109

decide a particular case will depend on the issues . That's what -- when my Lord said that you want a list of issues, quite rightly that is geared to the particular issues on the policy. There are -- I'm not saying there aren't other issues on the Hiscox policy, but on those two aspects that is the issue.

MR JUSTICE BUTCHER: I see that. Absolutely, Mr Edelman. Perhaps I'm not understanding. I think at the moment you and Mr Kealey are addressing slightly different points. I mean, you're saying that these examples are just over-complicated and likely to take the eye off the ball and all that sort of thing and it can actually be rather more simply dealt with, and you may be right.

I think Mr Kealey is saying or I had understood him simply as saying, "Can we change these for better or worse, irrespective of that clause in the framework agreement which says the changes ought to have been done by now", I think.

MR EDELMAN: My Lord, I think the assumed facts were just intended to be the range of permutations, which may or may not be relevant to decide particular issues. So we are open to suggestions as to anything we have missed

My Lord, can I just turn my microphone off and on, because I can't hear clearly.

MR JUSTICE BUTCHER: Part of the problem may be that Mr Kealey has his microphone on at the moment.

3 MR KEALEY: I have only just turned it on.

MR JUSTICE BUTCHER: Then someone else has a microphone on. 4

MR KEALEY: I think it's probably Mr Gaisman. He's usually the problem!

MR JUSTICE BUTCHER: I don't think he is on this occasion.

8 MR EDELMAN: I think someone has turned their microphone off q now because the echoing has resolved.

> Obviously if we have missed something out on the permutations, we are quite amenable to adding that in or amending it if there is an error, and we are not going to hold the insurers to that strict date if they want the assumed facts as currently structured corrected; but I make the point "corrected" because the introduction to the assumed facts does begin with a statement that, in due course, if and to the extent that examples are necessary, they will replace the need for a reference to the assumed facts, and that's precisely what we have in mind. If there are examples that are necessary, they will be used for arguing a particular case.

> To give an example of a Hiscox case, we don't anticipate having to argue on the issues I just outlined. All the various permutations -- there is an issue of principle as to what prevention or hindrance

> > 111

of access involves. Does it extend to customers being prevented or hindered from accessing the premises or is it only the owner of the business whose access must be hindered or prevented? With interruption, must it be a complete cessation or is it sufficient that one aspect of the business is interrupted?

These are issues of principle, which is what the FCA understood that insurers wanted this litigation to resolve and what we want to resolve, without getting into numerous hypothetical permutations and scenarios which get away from the core question.

So that's why I'm nervous about what Mr -- I'm just not sure what Mr Kealey has in mind when he talks about amending the assumed facts.

15 MR JUSTICE BUTCHER: I think, Mr Edelman, we had better hear now what exactly Mr Kealey wants.

17 MR KEALEY: Well, my Lord, I wish one of my more 18 pusillanimous brethren would take the baton away from 19 me. I feel as if I'm the very aggressive point man 20 here. I don't mean to be.

If your Lordship could go to the framework agreement at paragraphs 2.2 and 2.3 --

23 MR JUSTICE BUTCHER: Remind me of the page.

24 MR KEALEY: 618 in bundle A or bundle whatever it is. If 25 I could echo all my learned friends, as it were, on my

112

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

side -- and this is not intended to be a nasty 1 remember -- then we have to make an application by 2 criticism -- your Lordship's gone. I suspect my 2 15 June or the first case management conference if 3 advocacy is as bad as Mr Edelman's. 3 4 (Pause) 4 So this is the first case management conference. 5 MR JUSTICE BUTCHER: That just allowed me to find the page, 5 It's later than 15 June. And all I'm saying -- all I'm Mr Kealey. 6 6 saying -- is that we haven't made an application 7 MR KEALEY: I imagined that your Lordship had already 7 hitherto and, given that we're going to continue 8 8 discussing this matter collaboratively , the court should decided the point, as indeed my team sent me a WhatsApp q q saying that I had managed to drive you away with my say that we should have until, say, the next CMC to make 10 10 boring advocacy, but there it is. such an application. 11 If your Lordship looks at paragraphs 2.2 and 2.3, 11 It's a very innocuous and rather balanced -- I know 12 12 it doesn't sound as if I'm normally balanced, but on the whole idea of this, my Lord, is to make the task of 13 13 the parties, but actually more importantly the task of this occasion a balanced suggestion for the better 14 the court, easier -- easier for -- your Lordship's 14 advancement of this case. That's all. 15 frozen. I don't know whether that's in shock or horror. 15 MR JUSTICE BUTCHER: Right. Does any other insurer want to 16 (Pause) 16 say anything about this? (Pause) No. 17 My Lord, I was saying if you look at paragraphs 2.2 17 Mr Edelman? 18 and 2.3, the whole idea of this for the mutual objective 18 MR KEALEY: I think that's a sub silentio approval and 19 is to get proper determinations of issues of law and 19 endorsement. 20 that obviously is best for the parties, it's best for 20 MR EDELMAN: A rare event, Mr Kealey! 91 the court. The court, after all -- once we have 21 My Lord, I don't think there is anything between us, 22 22 finished our advocacy and we can all go on holiday, you really, in principle, in substance, because, as I have 23 23 will be tasked with actually writing our judgments already indicated, we would not regard that paragraph of 24 telling us what the answers are and therefore you have 24 the framework agreement as preventing insurers from 25 to have proper assumed facts. This is not a criticism 25 continuing to formulate and advance examples. We will

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

113

on the FCA's assumed facts as such. They are very, very helpful. But they only go so far and they are very academic in certain respects and rather abstract in others and they're very good in other respects. I'm not making criticism.

What I am suggesting, however, is that what insurers have done -- and in full collaboration, without duplication -- each insurer has taken one category which is identified by the FCA, for example nurseries or churches, which I believe is category 7 and I believe one of my clients insures those types of organisation, and we have come and provided the court or sought to provide the court with real - life examples with certain permutations so that the court can actually see a real - life type of case where, for example, a school is required to close early or some pupils choose to self - isolate early or go home to Hong Kong, if they are from foreign parts, things like that.

All I'm trying to do at the moment, my Lord, is say -- if you look at 2.2, it says that the FCA will provide the assumed facts, we will then make comments, they will then consider, and we of course don't expect them to say, "Yes, we've considered. Now get lost", and then it says in 2.3 that if we want to add, if we want to delete and if we want, I think, to revise -- I can't

114

try and work with them to try and agree something. It's just the more detailed examples they're contemplating are best formulated once we have the pleadings, and the reason I was talking about this being linked to the assumed facts is that the introduction to the assumed facts -- I won't bother my Lord with actually looking at

it, but I can read the relevant sentences:

115

"The following set of assumed facts has not been tailored to the specific policies selected, but represents an overview of what the FCA currently perceives to be a range of possible fact patterns for policyholders and in particular SME businesses affected by the current situation. It is intended as a useful and neutral document with high-level factual scenarios in a form flexible enough to enable more detailed factual scenarios arising in respect of particular businesses and policies to be considered within its framework. It specifically takes into account scenarios which insurers, policyholders and brokers have put forward."

So it's simply not a question of amending what is intended to be a neutral and high-level document. It's going to be, as this document itself contemplates -- the example is going to be supplementing it. That's why we're wholly prepared and have no problem with insurers

to revise -- I can't 25 we're wholly prepared and ha 116

bringing forward their examples at the second CMC if 2 they cannot be agreed by the FCA. But that's to be done 3 after the pleadings and in a sense it's nothing to do 4 with the assumed facts document. They may be assumed 5 facts, but it's not to do with the assumed facts 6 document that the framework agreement is referring to. 7 So I think Mr Kealey has an unnecessary concern. MR JUSTICE BUTCHER: In concrete terms, I think Mr Kealey is 8 q suggesting that the date which is in the framework 10 agreement of 15 June should be changed, let's say, to 11 24 June. I mean, do you object to that? The debate 12 between you or the discussion between you and Mr Kealey 13 has been useful from my point of view in understanding 14 what you are each going to be saying about these, but as 15 a matter of concrete decision for today, do you have 16 an objection to that? 17 MR EDELMAN: I don't want to rewrite the agreement and so 18 what I would be prepared to agree to would be the 19 insurers having the right to submit for the purposes of 20 being assumed facts -- lower case "a", lower case "f" --21 for the purposes of trial have the right to apply -- to 22 submit those examples to the court for consideration at 23 the second CMC, and if the court approves, then they 24 will be assumed facts for the purposes of the trial . MR JUSTICE BUTCHER: Right. 25

117

1 Mr Kealey, does that meet your point? 2 MR KEALEY: I hope so. I really don't know. I just don't 3 understand what the problem is, but there it is. There 4 is obviously some sort of fundamental psychological 5 issue here that for some reason or other we can't just 6 have an extended date. Every single insurer has said, 7 rightly or wrongly, that the document produced by 8 the FCA is really not very consumer-friendly. We are 9 perfectly happy to work with it and there it is. 10 Mr Edelman has gone quite far enough. I just don't know 11 why he requires me, on the occasion of this CMC, to make 12 an application . I mean, I could make an application and 13 say, "Well, choose our assumed facts". I don't think 14 it's going to advance anything. 15 MR EDELMAN: I didn't require the insurers to make any 16 application . We had made it plain that we were happy to 17 contemplate any examples they might put forward but 18 thought the most appropriate time to do so was after the 19 defences had been served and I just wanted to know if 20 any insurers objected to that. I'm not sure that they 21 do. 22 (Pause) 23 MR KEALEY: You are back, my Lord 24 MR EDELMAN: We are very near the end. 25 (Pause)

118

MR JUSTICE BUTCHER: Now, it seems to me that you were 1 2 really not arguing about anything very much. Mr Kealey 3 can put in some further suggestions as to assumed facts, 4 maybe not by way of additions, deletions or amendments 5 to your document, but he can make those suggestions and 6 he can make those suggestions up to -- I'm going to say 7 the time of the second CMC, but I don't really mean 8 that. I mean shortly before the next CMC; say 5 pm on q the 24th. 10 Right, I hope that's clear. Right, is there 11 anything else? 12 MR EDELMAN: No, my Lord. I have referred to an issue 13 raised by QBE and I hope I have dealt with that to QBE's satisfaction , but that's all on  $my\ agenda$  as far as 14 15 16 MR GAISMAN: My Lord, I asked your Lordship to extend the 17 date for expert evidence to the same date as the date 18 for which the factual evidence has been extended. That 19 wasn't opposed, but I don't think your Lordship formally 20 21 MR EDELMAN: My Lord, I think we had dealt with at the very 22 beginning, where I suggested that amended date. 23 I suggested at the very outset 4 pm on 24 June and 24 I didn't -- I took that as being agreed by everybody. 25 MR GAISMAN: I think technically orders of the court require

110

1 some sign of assent from the judge! MR JUSTICE BUTCHER: So we are agreed, are we, that it's 2 3 both factual and expert evidence by 4 pm on the 24th --4 is that right? -- because that wasn't my understanding, 5 6 MR EDELMAN: No, factual is the 22nd, actually. 7 MR\_IUSTICE BUTCHER: The 22nd? MR EDELMAN: Yes, but if we're not -- yes, factual, 8 9 the 22nd. So perhaps, if my Lord is precluding the 10 expert evidence we were considering then it ought to be 11 the 22nd as well for fact -- expert, I'm sorry. 12 should be the same time and date under both; 4 pm on 13 the 22nd 14 MR JUSTICE BUTCHER: Right. Thank you. I think that's what 15 Mr Gaisman wants. 16 MR EDELMAN: It was my fault. 17 MR KEALEY: My Lord, just to detain you literally one 18 second. We shall be as laconic as possible in our 19 defence, but despite all our efforts to be as laconic as 20 possible, can we have permission to exceed 25 pages if 21 necessary and appropriate? 22 MR JUSTICE BUTCHER: Yes. That applies to all insurers, but 23 of course I am anxious that they shouldn't be merely 24 duplicative and I am anxious that when you say you are 25 going to be as laconic as you can be, you mean it,

1	because very frequently I get applications on paper to	1	INDEX	
2	extend page limits with the promise that of course they	2		PAGE
3	won't be used and then very frequently they are. But	3	Case Management Conference	1
4	I have no doubt that you will apply yourself to being as	4	G	
5	succinct as you can be but give as much of your case as	5	DRAFT RULING - see separate	95
6	you responsibly and properly can.	6	transcript	
7	MR KEALEY: Thank you very much, my Lord I can hear	7		
8	myself several times, which is always a disadvantage	8	Case Management Conference	95
9	we shall, my Lord, and we shall be to the point. The	9	(continued)	
10	practicalities of collaborating with six other sets of	10		
11	insurers can be quite challenging, but we're going to	11		
12	try and do it as best we can.	12		
13	MR JUSTICE BUTCHER: Yes, indeed.	13		
14	Now, the next CMC, which is on Friday week, will be	14		
15	held if possible with Lord Justice Flaux and me. If he	15		
16	cannot be available, so be it, but that is the plan.	16		
17	Clearly it is very important that there should be	17		
18	a clear agenda for that CMC because there may be quite	18		
19	a lot to be considered and I want to be sure that the	19		
20	parties apply their minds in sufficient time to make it	20		
21	a manageable occasion. I'm not sure that I can say more	21		
22	than that, but it's going to be quite important.	22		
23	Right. Is there anything else for today?	23		
24	MR EDELMAN: Not from me, my Lord, and I believe not from	24		
25	the insurers .	25		
	121		123	
1	MR JUSTICE BUTCHER: Right. Mr Edelman, will your team		40.4	
2	produce an order?		124	
3	MR EDELMAN: Yes.			
4	MR JUSTICE BUTCHER: Thank you all very much and I will see			
5	you all, some or even more of you, on Friday week.			
6	(3.10 pm)			
7	(The hearing adjourned until Friday, 26 June 2020)			
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

a1 (1) 3:23 a3 (1) 3:23 ability (2) 6:8 38:22 able (17) 6:3 10:2 13:15 26:14 40:11 52:6 57:10 60:8 62:18 65:4 81:25 87:9 92.5 18 96.4 101.1 19 absence (5) 18:20 23:3,16,24 28:3 absolute (1) 55:17 absolutely (7) 43:5 59:15 62:8 64:18 66:3 67:5 110:7 abstract (2) 98:6 114:3 academic (1) 114:3 accede (2) 9:20 11:21 accept (15) 36:18 43:9 52:1 53:4 54:1 60:6 72:21 73:19 75:12,23 83:23 88:10 91:22 92:3 98:25 acceptable (2) 58:15 103:3 acceptance (1) 105:1 accepted (1) 90:12 accepting (2) 90:21,23 access (15) 22:18 106:19 107:3,8,10,11,13,14,22,23 108:4 109:3,4 112:1,3 accessing (1) 112:2 accommodate (1) 10:2 accommodated (1) 74:12 accompanied (1) 19:16 accompanying (1) 98:21 accordance (6) 2:17 3:1 5:2 9:18 46:20 51:16 according (1) 18:9 accordingly (1) 46:13 account (4) 26:3 50:2,3 116:18 accurate (3) 43:15,17 71:1 achieve (1) 33:12 achieved (1) 51:14 achieving (1) 57:24 across (7) 3:18 38:11 61:7 83:14 95:13 107:25 109:24 acted (1) 54:2 acting (1) 6:14 action (3) 2:9 5:19 32:15 activities (2) 107:7,19 activity (2) 23:5,8 actual (4) 49:10 69:14,16 83:22 actually (36) 1:25 42:10,13 43:13 44:4 46:21 48:9 50:4 51:8 52:25 53:11 55:25 56:12 58:18 60:4.23.25 63:10,20 67:12 68:3 71:1 72:3 74:17 90:25 91:19 95:14 102:4 106:11 110:12 113:13,23 114:14 116:6 120:5,6 actuarial (2) 42:12,20 ad (1) 81:2 add (7) 16:22 31:5 33:4 39:8 94:17 98:9 114:24 adding (1) 111:11 addition (1) 106:7 additional (2) 16:24 101:12 additions (2) 105:14 119:4 address (7) 6:16 15:23 25:20 26:7 62:9 77:21 86:11 addressed (5) 32:2 43:7 83:3 100:11 109:16 addressing (3) 5:22 25:1 110:9 adduce (7) 24:2 28:24 29:9,11 30:6 46:24 56:18 adjourned (1) 122:7 adjournment (1) 86:8 adjudication (1) 33:9 adjustment (1) 99:11 administration (1) 10:12 admissions (1) 93:3 admit (2) 90:15 102:22 admitted (1) 8:10

adopted (2) 44:25 51:6 adopting (1) 6:19 advance (6) 30:10 65:16 74:23 80:8 115:25 118:14 advanced (5) 78:24 79:7,8,22 100:14 advancement (1) 115:14 advancing (1) 20:9 advantage (1) 2:3 advantages (1) 98:8 adversarial (3) 6:15,19 33:7 adversary (2) 6:6 33:8 advice (1) 20:22 advising (1) 64:4 advocacy (4) 90:4 113:3,10,22 affected (2) 8:23 116:12 afraid (4) 2:16 15:17 59:10 92.24 after (9) 16:14 45:17 75:2 81:2 87:5 103:19 113:21 117:3 118:18 afternoon (1) 86:10 again (4) 10:1,5 40:3 93:9 against (9) 5:11 6:20 21:13 28:13,22 45:6 50:9 58:13 64-10 age (1) 19:24 agenda (4) 4:4,5 119:14 121:18 aggressive (1) 112:19 ago (2) 55:19 73:12 agree (33) 8:4,9 9:9,11 11:1 13:9 17:6 20:7 24:2,19 25:4 28:16 32:8 16 33:1 34:13 46:23 52:13 56:23 64:23 67:11 84:25 87:3 91:1,22 92:6,18 95:6 100:2 102:8 105:3 116:1 117:18 agreed (52) 3:3 4:22,24 5:3 6:7,16 10:18 11:9 13:6,8,17 16:23 17:15 18:10,13 19:1,2 20:5 22:25 23:25 25:12.24 26:2 29:22 30:9.15 34:11 37:20 47:11 55:21 56:9 64:21,23 68:12 83:4 88:20 89:18 90:20 91:19,20 93:18 95:11 96:2,4,8 97:5,14,16 104:2 117:2 119:24 120:2 agreeing (1) 7:21 agreement (31) 3:2 10:4,25 13:8 18:9 20:6 33:15 51:12 54:2,5,11 58:5 64:20 74:20 76:13 80:4 93:6,7,8 97:13 100:15 103:15 105:10,22 106:1 110:17 112:21 115:24 117:6,10,17 agrees (1) 8:6 ah (1) 68:5 ahead (1) 86:17 air (1) 87:8 airport (1) 42:9 al (1) 69:7 alarm (1) 29:7 albeit (1) 36:9 alive (1) 74:4 alleged (1) 56:20 allocation (1) 42:8 allow (1) 53:19 allowed (3) 22:2 97:10 113:5 allows (1) 5:21 ally (2) 29:20 30:17 ost (1) 5:2 alone (1) 23:19 alphabet (1) 15:18 already (13) 4:8 14:21 16:25 31:2.5 32:25 34:11 36:2 38:20 49:13 87:23 113:7 115:23

alteration (2) 11:6,19 53:2 54:5 67:4 96:9 104:3 alternative (1) 12:21 alternatively (1) 7:7 118:12.12.16 although (6) 6:6 26:10 33:5 83:24 94:16 96:18 121:1 always (4) 43:2 62:11 84:14 52:17 63:8 88:23 121:8 ambit (1) 68:4 applies (1) 120:22 ambitious (2) 19:9 29:3 ambush (3) 38:2 65:13,15 amenable (1) 111:11 amend (1) 46:14 amended (2) 52:23 119:22 amending (3) 111:12 112:14 117:21 121:4,20 116:21 amendment (1) 106:7 71:12 amendments (2) 12:7 119:4 america (2) 64:3 72:9 86:18 amlin (7) 1:15 39:17 42:25 44:10 48:5 93:16.16 amlins (1) 42:25 103:10 among (1) 29:22 amongst (2) 3:3 107:12 amount (4) 27:7,10 93:21 97:18 108:6 96:18 nalogy (3) 43:9 53:9,21 analyses (3) 58:17 71:16 120.21 101-19 approval (1) 115:18 analysis (33) 36:12,20 approve (1) 33:24 37:12,13,17 41:10,17 approves (1) 117:23 44:21 47:4 49:2,23,24,25 arch (1) 1:13 51:6 53:4.6.7.8 54:12 57:11,11 60:22 61:1 69:8 70:6,6,22 75:24 88:18,21 89-2 90-17 25 75:16 18 ananda (1) 1:16 areas (1) 38:11 andor (3) 57:18 61:22,23 arena (1) 74:1 arent (2) 70:17 110:5 anecdotally (1) 91:10 another (7) 21:4 35:8 61:21 argenta (1) 1:14 95:14 97:21,25 108:7 ansell (7) 1:19 86:13,14,15 argued (1) 84:3 87:15 88:3 90:1 swer (17) 12:25 21:17 22:2 43:15.18 56:7.8 59:13 119:2 62:13 65:5.6 81:13 94:22 102:15 108:25 109:18,22 answered (3) 102:24 103:5,9 wers (4) 100:22 102:22 103:1 113:24 95:10,11 96:23 ntagonism (1) 66:2 anticipate (3) 50:7 96:19 102:5.7 111:23 arid (1) 16:5 anxiety (1) 81:18 arise (1) 1:11 anxious (2) 120:23,24 arisen (2) 5:23 6:17 anybody (1) 81:4 anybodys (1) 84:22 anyone (13) 12:12 13:23 116:16 15:13,19 29:18 30:19 53:11 82:2 86:2,11 88:4 102:13 104:2 77:8.12 78:2 anything (27) 3:16 12:13 22:16 29:18 31:5.13.16.25 40:9 52:11 54:15 58:12 82:3 ascertain (1) 91:19 86:3 87:11 95:19 99:5 asiatic (2) 17:8,12 101:22 102:10 105:1,6 110:22 115:16.21 118:14 119:2,11 121:23 anyway (5) 2:1 52:21 54:5 80:21 101:15 102:8 119:16 apologise (2) 16:10 31:7 asking (14) 8:3 13:24 apparent (1) 100:9 apparently (3) 16:5 48:6 69:1 asks (1) 12:2 appeal (3) 7:20 10:22 66:5 appeals (1) 80:21 103:17,17 112:5 appear (3) 28:21 32:9 86:15 appeared (1) 51:9 assent (1) 120:1 appears (5) 9:6 14:24 assert (1) 101:18 36:9,11 61:21 assessing (1) 50:4 applicable (3) 95:15 103:6 assistance (4) 78:12 100:10,25 101:24 application (37) 1:12 4:5,23 sociated (1) 82:24 5:14,23 6:11 7:3,6,7,25 8:4 assume (2) 14:5 94:23

105:13 115:1.6.10 applications (3) 5:8 7:2 applied (6) 13:19 38:9 45:10 apply (24) 4:20,20,21 8:1 16:20 24:8 36:21 37:8,14 39:4 43:22 52:20 53:14 54:6 58:17 60:8 71:17 83:13.20 84:4 99:21 applying (3) 53:17 59:25 appreciate (3) 24:6 60:2 appreciated (1) 18:17 appreciates (2) 102:19 approach (9) 13:18 33:7,15 37:16 43:11 74:8 87:19 appropriate (7) 4:21 6:24 7:15 12:11 15:4 118:18 area (16) 38:15.19.19.23 39:15 40:12,13 47:22 48:2,14 50:6,11,14 67:10 argue (8) 6:9 19:2 24:1 33:14 50:16 53:10 85:5 111:23 arguing (3) 18:25 111:21 argument (20) 2:8.15 12:23 16:10,13 17:1 20:12 21:1,4,5 22:1 23:10 30:5 38:13 45:16 53:9,9 arguments (5) 2:5,25 9:15 arises (4) 21:13 25:5,15 97:2 arising (4) 14:13 34:25 39:17 arithmetical (1) 82:21 around (6) 40:2,5 76:4 artificial (4) 21:24 27:15,16 ask (7) 10:5 11:20 12:8 13:21 20:11 40:7 100:21 asked (9) 23:11 35:2 65:1 66:22 93:12,16 95:17 27:2,24 41:7,16,20 44:2,16 46:8 53:23 56:12,14 57:3 aspect (5) 13:5 90:11 aspects (2) 94:10 110:6

86:17 102:6 104:2 105:15.17 106:9.14 109:16.20.22 110:19 111:14.16.19 112:14 113:25 114:1.21 116:5.5.8 117:4,4,5,20,24 118:13 119:3 assuming (4) 21:13 59:21,24 63:23 assumption (4) 59:24 84:6.7.9 assumptions (1) 60:7 assure (2) 27:20 76:9 attached (1) 76:21 attachment (1) 95:16 attempt (2) 55:4 81:4 attention (1) 48:20 attitude (1) 55:15 authorities (2) 45:9 64:5 authority (10) 20:24 40:13,15 71:10,11 78:5,7 83:11,14 107:22 authors (2) 45:8 66:22 availability (1) 31:3 available (8) 55:11 73:13,15,17 87:21 101:6 106:21 121:16 average (5) 38:11 75:20 76:5 83:14,15 averaged (1) 75:17 averages (2) 76:2 85:15 averaging (3) 39:11,19,22 averring (1) 90:22 aviation (1) 42:9 avoid (3) 14:9.10 91:4 aware (1) 14:22 away (7) 81:23 84:25 91:10 98:15 112:11,18 113:9

birrell (1) 69:7

blanket (1) 31:25

board (1) 95:1

boil (1) 63:10

bolding (1) 1:14

bolster (1) 37:18

bone (1) 91:13

120:3.12

boring (1) 113:10

bother (1) 116:6

bound (1) 32:17

bousfield (1) 1:19

bows (1) 3:18

boxes (1) 101:8

brazil (1) 98:12

breach (1) 54:2

break (7) 35:3,5 42:10

45:13,17,20 86:2

breath (1) 102:12

bridge (1) 4:16

brier (1) 1:13

bring (1) 77:13

broad (1) 71:22

broadly (1) 17:7

brokers (1) 116:19

building (1) 40:5

buildings (2) 40:5,6

106:23 112:24,24

53:17 55:2.5.13

burnt (1) 90:5

112:3,6

burden (7) 3:9 39:5 42:24

business (14) 5:12 6:2,18

108:1.11.12.14.15 109:11

23:18 42:17 107:19

businesses (11) 22:19

bust (2) 64:18 65:7

butcher (127) 1:4,6,24

13:21 15:9,25 17:17

29:8.14.17 30:1.19

2:12,19 3:13 4:2,8,12,16

6:22 8:5,8 10:7 11:1 12:10

24:21.25 25:17,23 28:8,17

31:9,18,20 33:23 35:7 36:3

23:4.13.23 28:5 86:23

107:25 108:2.16 116:12.17

bundle (16) 4:13 7:4 12:20

17:15 18:6,8 58:4 68:8,8

76:19 88:20 101:7 105:10

brought (2) 5:10 14:3

bringing (1) 117:1

brethren (1) 112:18

brewis (3) 5:6.18 10:10

briefly (2) 17:22 47:17

both (5) 24:6 32:12 98:6

bottom (2) 46:4 52:21

bowling (2) 39:25 86:25

bombshell (1) 68:22

bit (4) 62:16,16,17 104:20

body (3) 20:24 25:23 26:1

b (3) 25:1 31:15 38:10 back (15) 24:5.13 41:14.14 45:17 47:8 65:3 81:9 82:15 88:20 94:10 95:24 96:5,17 118:23 background (2) 5:4 19:3 backwardlooking (1) 59:12 bad (1) 113:3 badly (1) 27:9 balance (5) 53:15 68:23 70:15 73:1.6 balanced (3) 115:11,12,13 ball (2) 52:18 110:12 bank (2) 23:2 27:8 based (5) 38:8 41:13 53:9 68:24 98:17 basis (19) 11:23 23:25 32:19 44:4 53:12 58:21 59:20 69:22 76:7 79:13 80:1 86:17 89:15,18 90:19,20 91:20 92:5 108:9 baton (2) 81:16 112:18 bayesian (5) 49:23,24 60:24 61:10 84:15 beachcroft (2) 14:23 76:22 bearing (2) 23:9 34:11 become (3) 62:3 91:13 99:9 becomes (1) 28:9 before (24) 2:19 5:8 6:12,25 9:16 14:3 15:14 18:25 19:24 20:23 24:4 26:15 28:10 29:18 32:18 35:5 36:19 40:20 66:14 74:4 102:4.14 104:1 119:8 begin (1) 111:16 beginning (3) 63:17 77:23 119:22 begins (2) 15:16 81:20 behalf (11) 15:7,7,11 16:1 29:23 65:18 79:2 84:21 86-4 15 87-1 being (42) 6:3 11:16 23:6 26:14 28:6 32:5 38:4,9

39:24 41:18 45:10

51:14,19 52:11 58:13

62:18 63:13.15 65:24

75:12 76:25 80:13 83:21 39:14 40:16 41:3.20.25 89:1.16 90:9 92:17 97:10 43:4 45:12.15.22 46:3 101:13 102:8.24 47:16 49:18 51:3.11 52:21 103:5.9.21.23 105:16 53:25 54:15.18 56:10 107:16 112:1 116:4 117:20 57:2.7.13.21 58:19 59:11 119:24 121:4 62:1,5 63:17 67:1,8,19,22 68:2 71:22 72:1,6,23 believe (5) 81:5 87:22 114:10,10 121:24 73:3,20 77:3,11 78:14 benefit (6) 13:18 74:12 80:8 79:11 80:13 81:13,21 96:10 103:22 104:18 82:2,7 85:2,7,24 best (20) 6:8 24:19 25:4 86:1,10,14 87:13 88:1,4 32:8 33:1.11 34:13 55:11 90:7 95:19.22 96:11 98:5 59:17 60:16 73:13.15.17 99:19.23 101:21 102:1.14 80:7 81:7 104:10 103:25 104:5 105:5 113:20,20 116:3 121:12 106:5,24 110:7 111:1,4,7 better (8) 1:7 26:20 73:14 112:15,23 113:5 115:15 117:8,25 119:1 100:20,23 110:15 112:15 115:13 120:2,7,14,22 121:13 between (23) 18:3 21:1,7 122:1.4 49:15.24 56:21.24 58:14 butt (1) 87:9 buy (2) 108:15 109:11 61:8,13 63:10 69:9,17 79:17 89:4,8 90:16 92:1,10 buzz (1) 81:15 104:15 115:21 117:12.12 buzzing (1) 81:11 beyond (3) 27:25 31:4 99:17 billion (1) 5:18 biostatistics (1) 48:23

c (3) 25:1 31:15 38:11 caf (2) 109:10,12 cafs (1) 108:20 cake (1) 109:11 cakes (3) 108:15 109:9,14 calculated (1) 71:15 call (3) 1:25 2:2 95:14 called (5) 19:23 20:24 49:13 55:9 70:14 calls (1) 84:20 cambridge (31) 35:1 36:12,20 37:12,13,17,19,21 41:10,17 45:1,3 47:4 48:23 49:2 51:6 53:4 54:12 57:11 60:22 61:22 69:8 70:5.6.22 88:18.21 89:1 90:17.25 101:5 came (3) 77:22,25 93:19 cannot (8) 13:17 14:19 79:8 80:25 84:13 99:24 117:2 121:16 cant (30) 14:10 22:7 26:24 27:9 33:21 39:16 62:2 66:9.11 67:11.13.17.17 71:24 72:24.25 73:21 76:6 84:12,19 85:23 91:21 97:5 98:4 100:18 103:1 105:3 110:25 114:25 118:5 capable (7) 51:14 63:13,14,15 102:24 103:5.8 care (1) 83:16 carefully (2) 45:15 75:25 cares (1) 77:2 carry (2) 35:3 108:21 casebycase (1) 44:4 cases (40) 8:16 9:3 37:1,2,5 38:8 39:1 40:15 43:19 49:10.11 50:3 53:10 59:1 60:21 63:6.6.7 69:9.10 70:2,4,5,8,20,23 71:12,14 82:18,19,20 83:13,22,23 84:9 88:25 89:5 91:5,9 92:13 cast (1) 1:8 categorise (1) 92:17 category (2) 114:8,10 causation (9) 5:14,22 21:18 32:3 50:12,20 89:15 99:8 103:7

causative (1) 50:14 cause (3) 29:7 98:2,20 caused (4) 19:14 23:19 50.12 107.8

adopt (2) 6:14,23

also (25) 3:10 4:24 7:9 9:12

10:1,7 11:20 13:8 14:12

18:5 29:8.24 30:25 36:25

37:4 52:14 57:1 59:23 74:3

86:19 93:25 95:14 108:15

109:8,10

9:20.24.25 11:9 13:16

35:15,17 41:6 46:9 48:7

21:18 32:24 34:1.6

assumed (40) 18:19 59:25

60:8 62:24 63:1.8 64:23

73:4 75:1 79:13 80:1 85:15

central (5) 21:11.20 23:2

certain (7) 14:15 33:12 55:22

56:24 59:22 114:3,13

27:8 94:1

centre (1) 93:23

certainty (4) 51:14 52:8 57:22.25 cessation (1) 112:5 cetera (4) 64:23 70:19 75:9 80:2 challenging (1) 121:11 chance (1) 17:14 chancellor (1) 7:11 change (1) 110:15 changed (4) 3:25 12:8 79:16 117:10 changes (3) 4:3 89:6 110:17 character (1) 16:24 charge (3) 7:10 10:23 48:5 check (3) 35:10 89:24 90:2 choose (2) 114:16 118:13 chosen (1) 50:22 chronological (2) 16:23 25:12 chronology (2) 17:15 18:6 churches (1) 114:10 circle (1) 48:7 circumstances (4) 39:12 53:20 62:5 97:22 civil (1) 17:20 claimants (3) 33:24 34:7,21 claims (12) 5:11 6:2 8:22 19:18 32:4 33:10 87:11 88:11 89:15 99:12,12 103:19 clarity (1) 58:23 clause (16) 2:18 3:2 18:10 20:6,7 38:18 43:13,22 86:20 103:20 105:21 106:1.8.19 107:3 110:16 clauses (1) 21:18 clear (15) 5:24 30:21 35:16 36:2 43:23 46:8 88:6 94:18 95:22 101:10 103:21 104:25 108:11 119:10 121:18 clearer (1) 62:3 clearly (3) 104:13 110:25 121:17 client (1) 86:19 clients (24) 14:9 15:7,8,16,20 29:21,24 30:8 38:17 48:7 55:19 56:2 65:18 66:13 74:4 75:7 79:1,2 80:24 81:15,20 96:15 100:13 114:11 close (2) 108:4 114:16 closure (1) 107:24 closures (4) 20:23 21:3 23:24 28:4 clubs (2) 39:25 86:25 cmc (27) 1:9 3:7,8 6:25 13:11 16:13 26:4,15 35:17 46:24 53:1,3 74:18 78:21 79:6 93:10 104:24 105:3.23 115:9 117:1.23 118:11 119:7.8 121:14.18 coffee (1) 109:8 coincidence (1) 58:10 coinsurers (1) 15:21 coleman (3) 1:11,11 7:22 colin (1) 90:4 collaborate (2) 65:21 78:11 collaborated (2) 64:19 78:10 collaborating (1) 121:10 collaboration (1) 114:7 collaborative (1) 79:3 collaboratively (1) 115:8 collective (1) 60:21 collectively (1) 29:24 college (1) 69:6 colour (1) 16:5 column (1) 69:25 come (12) 6:25 8:2 24:5,13 39:8,23 40:14 42:19 45:17 71:7 109:10 114:12 comes (3) 74:3 82:1 101:15 coming (2) 62:11,13 commencing (1) 10:4 commensurate (1) 65:11

97:19 99:14 commented (1) 52:3 comments (2) 96:8 114:21 commercial (5) 7:10,13,19 10:21.24 commercialised (1) 33:20 commissioned (1) 38:2 committing (1) 85:19 common (6) 3:19 6:15 11:22 22:15 50:8 83:21 ommonly (1) 5:12 communicated (1) 10:24 comparable (2) 19:19 23:15 compare (2) 22:13 69:15 comparison (1) 26:12 compiled (1) 71:5 complete (1) 112:5 completed (1) 100:13 completely (3) 28:6 58:9 74:8 compound (1) 71:20 compressed (1) 16:12 comprising (1) 10:20 concede (1) 27:3 conceive (1) 21:5 concentrate (1) 40:18 concepts (1) 107:12 concern (3) 43:3.5 117:7 concerned (12) 17:7 19:20 26:23 28:13 46:5,16 80:9 86:22 89:10,11 92:20 concerning (1) 8:16 concerns (1) 52:16 concession (1) 104:25 concludes (1) 102:2 concrete (2) 117:8,15 condensed (1) 64:22 conduct (3) 58:22 78:5,7 conducted (2) 45:3 97:24 conference (6) 1:3 95:21 115:2,4 123:3,8 confess (1) 82:14 confidence (3) 49:16,19 53:15 confirm (3) 87:1,1 105:8 confirmation (1) 106:6 confirmed (1) 50:3 confronted (2) 58:10 76:14 conjunction (1) 48:24 consequence (1) 96:24 consequences (1) 25:25 consider (16) 7:14 9:10 11:13,24 23:13 37:6 52:14 54:4 63:9 66:23 75:25 80:7 98:4 104:10,11 114:22 considerable (1) 9:1 consideration (8) 14:7 15:2,3 30:7,25 94:11 106:15 117:22 considered (7) 45:15 74:17.19 109:25 114:23 116:17 121:19 considering (4) 14:12,19 99:9 120:10 considers (2) 18:13 25:7 consistent (3) 57:21 58:2 85:10 consisting (1) 7:18 constraints (1) 5:20 construct (1) 21:23 construction (3) 27:23 42:3 constructive (1) 101:16 constructively (2) 91:4 100:24 consulted (1) 7:11 consumerfriendly (1) 118:8 consumers (1) 6:5 consumption (2) 108:21,22

82:12 83:2 95:25 contested (2) 63:20 95:3 contingent (3) 73:22 74:15.16 contingently (1) 80:18 continue (6) 45:25 46:3 72:16 78:11 108:17 115:7 continued (3) 95:21 104:6 123:9 continuing (3) 41:12 79:5 115:25 contract (2) 18:18 32:12 contracted (1) 91:12 contraction (1) 23:5 contracts (1) 18:16 contractual (3) 59:25 63:8 103:12 contrary (3) 2:9 29:1 59:24 control (1) 34:18 controversial (5) 17:5 61:4 69:13 85:1 97:10 controversy (5) 5:16,20,25 6:17 71:8 conurbation (2) 76:4,6 cooperated (1) 64:19 coordinate (1) 3:4 coped (1) 93:10 core (1) 112:11 corner (1) 83:16 coronavirus (2) 53:12 108:1 corpus (1) 20:21 correct (7) 19:23 54:21 58:17 67:15 73:2 75:15 95:7 corrected (3) 87:25 111:14.15 correction (3) 2:7 10:18 95:14 correspondence (1) 14:21 cost (2) 92:21,22 cottagesure (1) 2:8 couldnt (1) 64:15 counsel (4) 6:13 15:21 79:1 81:17 counter (1) 109:9 counterfactuals (1) 21:24 countries (4) 61:6,7,12 69:6 country (13) 22:15 23:14 27:5 39:15 41:12 50:13,20 82:11 83:10 85:17 97:21,25 98:13 couple (1) 93:11 course (22) 6:5 8:25 17:5 18:24 19:2 20:2 29:23 32:17 33:21 40:17 58:19 71:22 77:21 83:8 84:12 92:7 93:20 98:25 111:17 114:22 120:23 121:2 courts (5) 7:8 16:19 32:17 34:9 43:9 cover (5) 18:19 21:14 87:20 107:18 109:16 coverage (6) 5:13,22 60:13,15 90:8 93:24 covered (2) 14:21 16:9 covid (6) 22:4,6,8 23:19 75:19 82:11 covid19 (24) 30:10 38:23 39:7 48:25 50:3.6.14 57:20 59:22 60:4.12.13 63:1 68:13 69:6,7,9 70:3,14,23 71:21 80:1,1 82:25 cpr (1) 8:15 crack (1) 84:24 credible (2) 49:13,14 crept (1) 76:18 criteria (2) 9:5.18 critical (3) 32:4 50:1 92:15 criticism (4) 93:13 113:2,25 114:5 criticisms (1) 89:14 crl (1) 49:12 examination (1) 32:20 crucial (1) 84:3 cumulative (1) 49:5

currently (5) 13:3 44:19 96:1 111:14 116:10 curtailed (1) 64:22 curtilage (1) 57:17 customers (5) 108:15 109:5,10,10 112:1 cut (1) 95:13 cycle (1) 61:11 dac (2) 14:23 76:22 dacb (1) 72:8 daily (1) 68:25 danger (1) 28:12 data (11) 37:1,8 40:14 47:18,18 48:16 50:24 61-19 70-1 71-2 83-13 date (24) 12:8 35:15 41:14 46:14 49:3 70:2,7 88:24 95:25 96:5,16 97:1 100:19 105:9.12.12 111:13 117:9 118:6 119:17,17,17,22 120:12 dates (1) 71:10 david (1) 30:3 day (5) 21:4 28:25 35:12 49:9 84:16 days (5) 16:14 66:20 77:22 92:13 96:6 deadline (3) 11:9 94:7,8 deal (23) 8:2 16:11 37:2 40:10 43:8 46:1 55:22 57:10 65:18,25 67:10.16.18 73:21 84:7 87:9 93:12 98:1.5 100:23 104:20 106:20,20 dealing (5) 36:23 42:8 75:3 dealings (1) 104:9 deals (1) 36:25 26:4 35:17 46:24 53:3 63:13.15.24.25 64:6 66:2 67:14 73:23 75:4 78:23 79:23 93:9 110:13 119:13,21 deaths (12) 37:2 38:8 49:1 61:5,11 68:25 69:15 70:4 82:18 84:8,10 88:23 debate (8) 16:5 22:10 28:7

dealt (23) 3:19 9:3,21 12:23 82:23 84:18 85:11 88:15 117:11 debated (1) 84:12 decide (9) 27:11 40:19 42:1,2 43:14 59:18 100:4 110:1.21 decided (9) 8:9,25 32:15 43:12 52:8,8 54:24 73:7 113:8 decision (2) 29:1 117:15 decisive (1) 99:1 declarations (3) 70:12,16,17 declinature (3) 6:10 42:25 51.21 defences (17) 11:12,14,22 12:1.3.4 26:19 32:3 46:22 52:24 57:14.16 90:14 92:4 93:3 95:5 118:19 defend (2) 101:17 103:19 defendant (1) 86:15 defendants (7) 34:3 35:19 37:7 46:8 47:3 66:15 88:16 defined (3) 8:14 104:13 106:11 definite (2) 102:21,22 definition (1) 8:17 degree (5) 51:13 72:20 75:10,11 90:24 delay (2) 12:4 94:12 delete (1) 114:25 deletions (2) 105:14 119:4 delving (1) 97:24 demonstrate (4) 11:15 18:16 88:18 103:14 demonstrates (2) 50:16

demonstrating (1) 51:7 denial (5) 106:19 107:2,8,10,13 denials (1) 22:17 denied (5) 57:17.18 89:15 90:8 107:22 denying (1) 5:11 department (1) 45:3 depend (2) 70:22 110:1 depends (1) 88:17 derail (2) 64:11 81:4 derive (1) 61:4 derived (3) 71:12 84:6.9 described (2) 72:17 87:4 description (1) 64:16 deserve (1) 64:25 designated (1) 105:12 desirable (3) 16:17 34:17 80.17 despite (4) 23:16 28:3 58:11 120:19 detail (6) 4:25 15:1 35:24 39:9 99:7 104:20 detailed (4) 94:16 109:20 116:2,15 detain (3) 14:25 100:8 120:17 determination (19) 25:8 43:24 52:5 56:1,1 62:6 64:24 66:18 72:24,25 73:4 76:23 78:19 79:13 80:18 102:17 103:13 106:14 108:24 determinations (1) 113:19 determinative (1) 59:12 determine (6) 23:7 60:3,16,17,19 62:3 determined (6) 9:13,18 25:9 56:17 60:11 65:10 determining (1) 26:4 develop (3) 7:23 40:17 106:12 devise (1) 38:6 didnt (8) 1:24 53:12 82:14 93:17 95:18 97:25 118:15 119:24 difference (14) 21:1 49:18,23,24 58:14 89:3,4,8 90:16 91:7 92:1,2,10,11 different (12) 16:24 25:10 36:7 41:22 58:9 85:16,16 88:8 97:21.22 103:7 110:9 difficult (5) 26:17 27:3 63:19 67:23 98:5 difficulties (1) 42:13 difficulty (4) 26:14 42:16 43:7 64:6 diminution (1) 23:8 direct (1) 12:2 direction (4) 7:17 8:3,12 11:5 directions (11) 5:2 10:14,16,17 12:19 56:16 73:22 74:16 80:17 96:1 102:3 directly (1) 107:6 disadvantage (1) 121:8 disagreement (1) 27:19 disapply (1) 4:6 disastrous (1) 83:17 disavowed (3) 13:1 16:3 30:5 discharge (5) 39:5 42:23 55:1,5,13 discipline (2) 34:9 93:2 disclosure (2) 25:14,15

discretion (2) 7:8 32:22

discuss (1) 13:9

91:12

discussed (1) 31:2

discussing (1) 115:8

dismayed (1) 84:15

discussion (5) 13:22 14:1

disease (9) 17:2 27:14 42:18

dispute (6) 27:4 34:19 48:19

44:1 47:22 51:8 54:7 82:10

85:21 104:7 117:12

97:6.7 100:17 disputed (4) 5:15 18:11 26:24 27:10 disputes (2) 26:10,10 disrupt (1) 28:15 distinction (1) 21:6 distributed (1) 83:15 distribution (3) 49:14 75:21 85:15 disturbing (1) 66:11 divide (1) 83:10 divider (1) 68:8 document (11) 3:20 47:12 103:13,22 116:14,22,23 117:4,6 118:7 119:5 documents (3) 26:23 52:2 55:21 does (27) 4:20 13:15 17:5 20:7 21:17 24:2.20 29:18 34:15 43:14 45:25 47:8 50:18 53:19,22 54:6 61:6,6 83:11 91:12 99:21 103:2,5 111:16 112:1 115:15 118:1 doesnt (21) 2:1 3:24 26:8 43:17 44:8 61:17,23 64:14 66:8 70:22 72:12 77:7 80.3 5 10 91.13 97.11 98-25 102-25 106-3 115-12 doing (9) 5:25 33:22 36:8 44:17 58:8 59:15,20 81:7 87:2 done (15) 22:21 27:5 28:1 59:2,4 60:10,25 69:11 71:15 75:14 85:23 108:17 110:17 114:7 117:2 dont (84) 12:11 13:13 14:4,22,25 15:5,10,19,21 17:13 25:5 30:12 31:4,20 35:22.23 40:16 44:19 46:10 47:11 49:20,22 50:25 54:1,8 60:16 62:1 63:16,25 64:1,11,12,25 65:3,20 66:1,21,24 67:10.11.16 68:3 71:2.3 72:3.4.12.13 76:3.19 78:1 79:22 81:5,9,12,19 83:24 85:13,19 87:8 88:9 89:19 91:17 95:13 97:6,6 99:4 100:25 102:12 104:21 108:25 111:7,22 112:20 113:15 114:22 115:21 117:17 118:2.2.10.13 119:7.19 door (3) 63:18,21 84:20 dotted (1) 76:4 doubt (8) 23:20,21 25:19 84:7 96:11 100:20,22 121:4 down (10) 24:14 42:10 49:8 53:6 73:22 74:3 80:15 81:25 101:5.9 draconian (1) 19:5 draft (5) 10:15 11:22 24:8 95:20 123:5 drafted (1) 14:14 draw (1) 101:14 drew (1) 15:17 drive (1) 113:9 driving (1) 43:6 due (6) 12:3 17:5 19:2 90:8 92:6 111:17 duplication (3) 3:5,7 114:8 duplicative (1) 120:24 during (1) 107:9

E
earlier (4) 41:14 62:20 87:10
99:20
early (6) 77:23 92:13,14
94:13 114:16,17
easier (2) 113:14,14
east (2) 49:5 88:22
easy (1) 109:1
ebola (1) 18:8
ecclesiastical (1) 1:15
echo (3) 73:12 84:21 112:25

echoing (1) 111:9 economic (2) 23:5 97:22 economy (2) 27:8 30:10 edelman (141) 1:5.7.8.24 2:3.13.19.20.24 3:16 4:3,10,15,17,18 6:24 8:7 9:22 10:13 11:1,4 12:14 13:21 14:1,6,14,15,22 15:5,10 16:10 18:22 24:7 25:19 29:14.19 30:20.21.23 31:11.12.18.19.22 34:12.23 35:8.9 36:3.6 39:16 40:16,24 41:7,24 42:7 43:5,8 45:12,14,18,22,24 46:7 47:17 49:22 51:5,17 52:22 53:2 54:1,16,17,20,22 55:17.19.24 56:23 57:4 60:22 62:8.10.15 64:12 66:8 67:3 68:2 80:15 84:4 86:4 87:10 88:5,6 89:13 90:2.5.7.10 95:8.10.22.23 97:3,19 98:9 99:3,6,20,22 100:2 101:3,12,21 102:2,15 103:12 104:4,8 105:7 16 106:9 25 110.7 19 111.8 112.15 115:17,20 117:17 118:10,15,24 119:12,21 120:6,8,16 121:24 122:1,3 edelmans (6) 56:2 65:13 66:13 97:16 100:9 113:3 edited (1) 46:13 edition (1) 17:21 effect (4) 7:14 41:1 60:11.13 effectively (1) 42:2 efficient (1) 10:12 efficiently (1) 97:24 efforts (1) 120:19 eight (3) 5:11 58:11 65:22 eightday (2) 10:3 63:20 either (17) 4:20 32:13 38:8 42:6 46:23 60:3 72:13 75:23 78:24.24 81:6 96:25 97:13 98:8 100:13 105:1 109:19 electronically (1) 4:12 element (1) 82:16 else (17) 15:13,19 29:18 30:19 33:19 54:15 79:12 81:24 82:2 86:2.11 88:4 95:19 101:22 111:4 119:11 121:23 elses (1) 30:1 embodied (2) 51:12 102:21 emergencies (1) 17:20 emerging (1) 61:25 emphasise (1) 64:8 empty (1) 40:2 enable (1) 116:15 encourage (2) 11:20 102:8 encouraged (1) 102:10 encouragement (4) 12:6,6,10,12 encouraging (1) 13:23 encumber (1) 26:9 end (16) 8:24 40:23 52:16 59:17 63:15 71:6 75:4.6 76:16.17.20 79:16,19,23,25 118:24 endeavours (5) 24:19 25:4 32:8 33:1 34:13 endorse (4) 3:13 44:2 86:16 102:8 endorsement (1) 115:19 enforceable (1) 108:3 engaged (1) 64:4 england (12) 37:22,23 47:10 48:24 49:5 69:23 70:8,25 72:10 88:22 90:18 91:23 enjoyed (1) 76:15

comment (4) 47:6 87:9

contemplate (1) 118:17

contemplates (1) 116:23

contemplating (1) 116:2

content (2) 22:24 32:7

contention (2) 91:4,13

contentious (5) 12:18 32:13

current (2) 45:11 116:13

enough (12) 19:22 41:21,23

46:19 57:10 62:13 85:3

98:1.23 103:4 116:15

118:10

ensure (2) 3:19 51:13 entails (1) 82:17 entered (1) 64:20 entire (2) 20:21 55:7 entirely (6) 5:2 30:17 33:21 46:7 94:18 95:1 entirety (1) 58:22 entitled (5) 24:11 36:19 42:21 59:6 99:5 entitlement (1) 35:19 envisage (3) 44:19 67:23 105:16 envisaged (3) 7:16 44:18 58:12 envisaging (1) 40:21 equally (2) 81:1 103:6 equitas (8) 42:8,21 53:10 54:22 55:1,4,8 73:16 equivalent (2) 41:2 42:20 error (3) 2:8 87:25 111:12 escape (1) 43:13 escaped (1) 62:12 especially (1) 19:1 essay (1) 103:1 essence (1) 33:8 essentially (3) 3:12 5:10 54.24 establish (1) 30:16 establishment (1) 42:6 estimate (2) 69:14,22 estimated (5) 49:2,4 69:10 70:5 89:1 estimates (2) 61:7 70:7 estimating (2) 68:24 69:4 et (5) 64:23 69:7 70:19 75:9 80:2 europe (2) 61:7 72:10 european (4) 23:14 27:5 61:11 69:6 evaluate (1) 59:8 even (18) 37:19 39:1 43:16 44:10 51:23 65:20 72:19,21 75:20 80:3,5,20 83:15 85:15 97:10 99:24 100:3 122:5 evening (2) 12:2 16:15 evenly (1) 83:15 event (3) 29:4 94:19 115:20 ever (3) 27:20 56:7 76:10 every (6) 43:15 62:12 70:24 77:12 91:9 118:6 everybody (5) 15:11,15 82:12 94:6 119:24 everyone (10) 1:6 2:20 8:5 12:11 15:12 31:10 86:10 89:24 102:19 103:10 everyones (1) 96:10 everything (2) 79:3 92:14 everywhere (1) 33:19 evidence (122) 13:1.4.5.10.11.14.16.23 14:2.6.8.20 15:7.20 16:4,6,18,20 17:1,8 24:2,9,10,18 25:3,5,7,10,11,24 26:1.16.21 28:20.25 29:6.9 30:6,9,14 31:1 32:7,18,25 33:16,18 34:1,4,10,13,14 35:16 37:9.17 38:3 41:21.23 44:14.20.22 46:11,15,25 53:3 54:11 55:5,9,11,12 56:19 57:4 58:13 59:8,9 63:20 66:9.12.16 67:2,7,9,11,13,25 68:13 70:14 71:3 73:7.11.13.14.15.17.18 78:16 79:6.15.19 85:14 91:22 95:3,12 96:17,19,20,22 97:21 98:10,12,14,17,18,24 99:1,23 100:2,10,19 119:17.18 120:3.10 evidential (2) 26:9,10

examine (1) 22:12 examining (1) 21:22 example (21) 22:14 32:10 37:25 49:4 69:19.24 76:1 80:9 83:10 86:24 97:15 103:2 105:16 106:17,18,22 109:21 111:22 114:9,15 116:24 examples (17) 102:6,9 104:17,18,22 105:19,23 106:2 110:10 111:17.20 114:13 115:25 116:2 117:1.22 118:17 exceed (2) 5:17 120:20 exception (1) 95:9 exclude (1) 94:18 excluded (1) 32:21 exclusion (1) 18:20 exemplification (1) 69:1 exercise (4) 7:7 32:22 56:13 99:10 exist (1) 109:24 existed (1) 30:17 existence (1) 60:14 exotic (1) 30:7 expect (4) 10:10 97:18 98:6 114-22 expected (1) 67:2 expedited (4) 4:23 10:5 59:19 64:21 expedition (5) 9:24 10:8,11 58:2 63:11 experience (5) 17:9 20:10 28:4 83:17,18 expert (47) 17:1 24:10 35:16 37:9.9.17 44:20 46:11,15,25 53:3 54:11 55:9 56:18 57:3 63:20 66:9.12.21.21 67:2,7,9,11,13,25 68:12 71:3 72:8 73:7,11 78:16 79:5,15,19 85:14 95:12 96:17,22 97:1 99:23 100:10.25 119:17 120:3.10.11 expertise (1) 75:8 experts (5) 64:2 66:25 100:14,19,21 explain (3) 36:1 39:23 66:23 explained (6) 7:6 10:10 25:7 33:6 47:19 54:3 explanation (7) 16:8 24:5 93:16 95:15 98:20.21.22 explicitly (2) 20:8 83:25 express (3) 3:6 18:20 32:17 expressed (1) 56:5 expressing (1) 23:21 expression (1) 56:4 expressions (1) 47:6 expressly (1) 108:19 extend (4) 35:15 112:1 119:16 121:2 extended (3) 11:10 118:6 119:18 extensions (1) 5:12 extent (5) 30:16 68:11 77:6 109:24 111:17

extra (1) 84:4 extracted (1) 101:9 find (5) 27:3 44:20 72:8 extracts (1) 42:25 100:21 113:5 extrapolating (1) 82:17 findings (2) 27:24 41:5 fine (1) 97:17 extreme (1) 92:1 finished (1) 113:22 extremely (3) 63:19 67:23 fire (1) 91:18 eye (1) 110:11 first (21) 1:9 4:4 6:25,25 15:18.19 17:8.23 24:16 35:10 44:25 47:8 55:13.18 59:16.20 68:8 69:12 82:14 f (1) 117:20 115:2,4 face (1) 98:18 firstly (4) 2:7 60:11 70:18 facial (1) 47:6 93:15 facing (4) 31:13,24 85:14 fit (3) 12:7 61:10 63:19 fits (1) 26:17 factual (30) 13:5,11,14,24 fitting (1) 67:23 14:2,5,8,15,20 15:6,20 flaux (4) 7:12 11:3 20:3 16:18 24:3 27:16 30:6,8 121:15 31:1 34:1.4 60:19 70:16

100:15

94:3

114:1

82:9 83:5 99:23 116:14.16 flaws (1) 72:21 119:18 120:3,6,8 flexible (1) 116:15 fail (1) 62:25 failed (1) 33:2 19:23.24 45:4 failure (1) 56:6 fair (3) 33:9 84:24 105:7 fairchild (1) 53:16 116:8 fairly (6) 66:4 74:6,7 75:1 85:1 100:14 fairness (1) 65:12 force (1) 23:12 faith (3) 33:15,16 81:7 fall (8) 8:17 9:4 32:15 48:12 forecast (1) 69:8 80:3.5.10 102:25 forecasts (1) 48:25 false (1) 66:3 foreign (1) 114:18 familiar (1) 42:7 far (14) 3:3 26:23 40:13 46:4,16 72:9 75:6 78:24 85:13 91:10 108:10 114:2 forget (1) 75:13 118:10 119:14 farfetched (1) 54:14 forgive (1) 30:24 fatalities (1) 18:4 forgotten (1) 55:9 fault (2) 67:21 120:16 favour (2) 34:21 92:23 fca (84) 1:10 2:10 3:10 4:5 formally (1) 119:19 5:10,19 6:6,8,14 8:21 9:9 11:8,25 12:5 13:3,9 88:11,12 103:8 14:6.14 15:6 17:5 18:5.13 19:10 20:6 21:21 109-2 115-25 24:1,17,18 25:3,11,13,24 26:2 31:12 32:1,14 116:3 33:1,6,12 34:11,12 37:18 38:1 43:3.6 51:25 56:7,15,17,21 57:19 59:7 62:19 64:19 65:3 66:5 68:12 69:12 70:12 74:21.23 75:14 78:9 79:4 81:6 83:5,11 86:5 89:10,17 forwards (1) 60:10 92:20 93:5,13 99:11 four (2) 36:22 83:1 100:10.15 101:17 102:8 fourth (1) 66:15 112:7 114:9,20 116:10 fraction (1) 70:10 117:2 118:8 fcas (14) 5:24 7:5 16:16,23 17:14 20:21 22:1,4 24:15.23 76:22 81:6 82:16 feasible (1) 79:21 116:18 117:6,9 fed (1) 41:10 france (1) 33:19 feel (3) 68:2 84:14 112:19 free (1) 103:19 feet (1) 91:18 freehills (1) 12:1 fell (1) 80:19 fellow (1) 81:17 fenton (1) 1:17 friendly (1) 27:5 ferguson (1) 69:2 few (5) 16:8 26:22 27:6 112:25 front (1) 80:18 44:25 92:13 fifth (1) 86:15 frozen (1) 113:15 figure (3) 88:25 89:6 101:8 figures (6) 41:17 71:18 83:19 88:17 91:1 101:3 103:22 file (1) 16:13 filter (2) 32:25 34:16 final (1) 3:21 finalisation (1) 104:11 finalised (1) 11:12 106:5 119:3 furthermore (1) 9:2 finally (2) 5:1 48:18 financial (12) 8:1,10,14,18,20 9:3,10,21 10:21 23:23 80:19 107:5 gain (1) 98:7

generated (2) 35:11,12 generating (1) 5:16 flu (6) 17:12,24 18:17 geographic (2) 37:5 38:15 geographical (6) 57:17 59:23 focus (3) 36:11,22 88:15 60:5.12.14 76:7 following (3) 68:11 74:13 germane (1) 56:13 get (31) 3:18 31:20 38:14 follows (2) 22:1 68:14 42:3,5 44:10 46:15,15 food (4) 108:14,16,20,21 64:18,25 65:3,7 66:20 foot (2) 17:23 107:3 73:11.14 77:9 79:4 81:23 83:12 85:12,13 94:14 95:18 99:25 102:14 106:17 108:6 112:11 113:19 114:23 121:1 forensic (13) 50:22 51:9,15 getting (2) 16:14 112:9 55:16 64:12,14,14,17 give (27) 11:23 12:7 15:13 76:11,25 78:6 89:12,14 16:5 18:11 20:17 28:11 foreshadowed (1) 23:10 29:11 32:3 34:15 37:4 41:1 43:11.14.17 49:9 53:14 65:5.5 96:7.8 100:18 103:1 105:5 106:18 111:22 121:5 form (6) 22:6 30:8 52:13 given (20) 2:4 9:8 12:3 19:17 75:20 105:19 116:15 24:15 30:25 34:17 38:18 39:11 59:7 70:23 78:20 forms (5) 5:12 11:16 79:17 80:17 86:24 87:15 92:9 96:3 103:7 115:7 gives (6) 16:16 48:8 49:4 formulate (4) 41:18 89:18 53-6 82-19 88-25 formulated (3) 45:5 102:9 giving (5) 14:7 30:7 38:19 98:15 101:23 forward (26) 24:17,18 glanced (1) 37:19 25:3.11 46:23 52:9 59:17 goal (1) 52:16 goes (12) 36:16 47:17 49:7 62:22,23 65:19 67:8 81:10 84:19 85:10 87:3 89:18 58:4 62:23 68:5,7,9 90:19 91:3.20.24 92:5 93:1 69:19.24 76:20 89:7 going (55) 3:16 15:1 20:16 106:2 116:20 117:1 118:17 22:10 31:15,18 32:5 34:21 50:13 51:17 52:9 53:23 56:20 57:14 58:20 63:19 65:7 67:6,23 73:14 77:3,5 80:14 82:15 89:18 91:6,8 framework (22) 3:2 13:8 18:9 20:6 51:12 54:2,10 99:6,7,9,13,16 101:1,16,23 58:5 64:20 76:13 80:4 93:6 102:4,13,16,20,23 103:15 105:10.21 106:1 103:8.18 104:16 109:6.19 110:16 112:21 115:24 111:12 115:7 116:23.24 117:14 118:14 119:6 120:25 121:11,22 gone (6) 32:25 72:9 84:8 89:25 113:2 118:10 frequently (2) 121:1,3 good (23) 1:4,5 12:15 16:1 friday (3) 121:14 122:5,7 28:9.20 33:16 46:18 59:9.9 61:14.18 62:8.10.13 65:23 friends (4) 78:3,18 85:11 78:7 81:7 82:8 86:10 93:2 101:25 114:4 government (17) 19:6,17 22:6 28:1 30:11 37:1,23 full (3) 14:14 76:12 114:7 38:4 41:11 46:17 51:7 fully (4) 29:20 85:2 97:11 54:13 61:19,19 62:16 107:24 109:5 function (2) 6:21 82:21 governmental (5) 61:16,17 fundamental (1) 118:4 64:4.5.5 further (10) 6:3 13:20 15:4 governmentreleased (1) 37:8 33:3 79:22 81:3 85:23 88:3 governments (3) 20:22 21:2 41:8 grant (1) 7:24 future (3) 3:15 45:9 73:14 graph (4) 49:8,9 101:9,14 graphic (1) 48:8 graphs (1) 101:5 grateful (8) 9:22 10:13 11:4 12:14 34:23 45:18 88:3 gaisman (41) 1:17 15:23 95:23 16:1,1 17:18 24:22,23 great (4) 16:11 70:20 71:11 25:1,17,22 26:8 28:16,18 84:7 29:8.13.16.21.23 30:18 greater (1) 83:22 31:6.23 33:17 36:11 82:4.8 greatest (2) 51:13 55:16 85:2,6,9,25 90:11 96:16 greatly (1) 3:10 97:19 98:10,22 99:8,13,21 gross (1) 54:24 111:5 119:16.25 120:15 ground (2) 50:8 83:22 gaismans (1) 30:8 grounds (5) 5:13 6:10 7:4,6 gave (1) 98:22 9:25 geared (1) 110:3 general (11) 5:14,23 6:10 group (1) 2:9 guarantee (1) 67:17

8:19 9:6 23:5 51:20.21

104:6 105:17 107:24

generality (3) 23:22 24:4

generally (2) 8:17 60:4

102:18

guard (2) 28:13,22

30:11

guidance (9) 6:4 20:22

21:2.7 22:21 26:25.25 28:2

honest (1) 39:17

honesty (1) 63:25

hong (2) 19:23 114:17

half (1) 16:14 97:25 81:8 118:9,16 62:19 121:7 118:5 hes (1) 111:5 high (3) 17:23 24:3 90:17 higher (3) 22:13 92:7 96:21 highest (1) 23:21 highlevel (2) 116:14,22 highly (6) 29:2.10 61:3 80:13 82:12 83:2 himself (1) 20:18 hindered (3) 107:23 112:2,4 hindrance (3) 107:11,13 111:25 hiscox (20) 1:17 16:2,7 19:8 21:6 25:7 36:10 38:25 39:18 40:7 44:10 84:21 86:21 106:18 107:2 108:7 109:13.18 110:5 111:22 hiscoxs (1) 19:7 hit (2) 27:9,10 hitherto (1) 115:7 hold (2) 91:17 111:13 holiday (1) 113:22 home (3) 22:21 83:16 114:17

guide (1) 9:2 gut (2) 64:18 65:7 hoped (1) 104:8 hadnt (4) 44:18 47:5 77:21 79:21 93:8 hopes (1) 3:15 hand (2) 21:8 30:4 hands (1) 98:1 horse (1) 27:21 happen (3) 59:19 61:20 hostile (1) 33:8 happened (6) 33:18 55:17 hour (1) 86:2 92:15 97:25 98:2,12 hours (1) 94:13 happening (1) 50:10 happens (3) 15:16 63:22 64:9 114:6 happily (1) 91:14 happy (5) 35:3 46:2,13 hard (2) 27:19 94:9 harris (1) 1:17 harsh (1) 64:9 hasnt (4) 3:24 4:10 34:11 havent (9) 4:2 22:20 27:1 44:5 62:18 66:24 72:10 ie (1) 107:19 77:8 115:6 ignore (1) 33:18 having (19) 3:11 7:11 13:2 14:9 29:5 30:5 33:6 43:14 ii (1) 107:21 44:4 51:22 66:2 68:6 71:15 75:15 87:5 95:3 106:17 111:23 117:19 89:22 106:20 heading (1) 17:21 health (5) 37:21,23 45:9 47:10 48:24 hear (12) 12:11 15:24 40:17 51:2 81:12 82:6 84:23 89:24 90:1 110:25 112:15 heard (2) 7:18 29:14 hearing (14) 8:4 10:3 40:23 59:17.21 64:21 67:12.25 52:1 56:14.19 59:10 78:18 87:6 92:21.23 65:5.24 73:24 74:2.2 104:23 122:7 77:4,11 79:1,17,24 81:6,19 heart (2) 82:23 83:4 84:22 87:8 88:3 90:7 92:24 heat (2) 35:11,12 93:25 95:23 98:11 99:13 heavily (1) 64:4 101:15 102:3 103:10 held (3) 58:13 94:10 121:15 104:25 105:8 106:4 help (8) 16:4 64:15 72:8 110:4.8 112:12.12.19 77:3.5.24.25 98:18 114:4.19 115:5.5.12 helpful (11) 12:17 25:19 118:20 119:6 120:11 35:22,25 36:5 57:13 96:16 121:21 98:10 100:15 101:17 114:2 imagine (3) 22:7 39:17 81:1 helps (1) 101:3 imagined (1) 113:7 hence (3) 41:11 45:10 70:23 immediate (1) 66:7 herbert (1) 12:1 immediately (2) 2:10 30:13 impact (3) 30:9,16 69:5 here (12) 9:7 17:19 20:18 impeded (1) 97:14 33:13 40:8 43:13 68:4 imperial (3) 35:1 61:22 69:6 70:16 71:7 81:19 112:20 impermissible (1) 21:23 impinge (1) 32:2 hesitate (1) 26:20 implication (1) 77:1

hope (15) 3:6 24:20 25:4 29:5 30:14 81:11 95:22.25 97:4 102:15.19 105:24 118:2 119:10.13 hopefully (4) 5:6 11:14 horror (1) 113:15 hospital (1) 48:16 houses (2) 76:3,3 however (4) 62:21 63:22 hurdle (3) 28:12 33:3 38:14 hurdles (1) 43:10 hypothetical (1) 112:10 idea (3) 80:24 113:12,18 identified (2) 75:15 114:9 identify (2) 13:4 36:7 ignored (1) 72:13 ill (10) 39:8,22 40:24 47:17 56:25 57:1 66:10 77:16 illustrate (1) 27:12 illustrated (1) 29:4 illustration (1) 48:8 im (72) 2:1 4:18 5:17 7:22 8:3 9:22 10:13 11:4 12:14 13:23,24 15:15 18:20 19:22 20:16 24:21,23 30:23 31:18 36:14 42:3,5 45:18 46:2,25 48:6 49:18

exactly (6) 9:17 40:19 43:7

53:2 78:14 112:16

inattentive (1) 83:1

incident (1) 107:9

inclined (1) 9:11

incidence (12) 38:15,22 39:7

42:18 43:25 47:22 50:14

51:18.22 52:7 82:11 92:8

include (3) 9:8 18:14 32:23

included (3) 18:6,12 108:2

including (2) 77:13 79:5 inclusion (1) 52:3 incompetence (1) 94:12 incompetent (1) 65:16 incorporate (1) 48:10 incorporates (1) 48:2 incorrect (1) 87:24 increased (1) 3:11 increasing (1) 81:18 incredibly (2) 64:20,22 incurring (1) 92:22 indemnity (1) 21:16 index (1) 123:1 indicate (1) 16:6 indicated (2) 74:3 115:23 indirectly (1) 32:2 individual (11) 39:13,14 40:22 42:17,18 52:12 53:12.22 59:1 60:20 93:24 individuals (4) 50:5 61:8 70:19 71:9 indivisible (1) 22:7 industrialised (1) 33:20 infected (6) 50:4,5 61:9 68:24 71:9 75:16 infection (7) 48:19 49:11 50-19 51-4 53-5 61-11 12 infections (8) 49:1.3.5 61:5 69:4,14,16,17 inform (1) 11:2 information (7) 37:4 94:4.6.7.21 101:12.15 informed (1) 8:22 inherent (1) 80:7 inherently (2) 39:23 97:9 initial (2) 21:2 62:22 innocuous (1) 115:11 insecurity (1) 82:5 inseparable (1) 22:9 insignificance (1) 26:12 insofar (3) 36:1 86:22 106:15 instance (1) 59:16 instruct (1) 11:25 instructing (3) 7:13 14:23 56:5 instructions (3) 98:3 101:13,22 insufficiently (1) 32:21 insurance (10) 6:4,19 8:17 9:9 18:16 19:18 31:3,4 60:13 107:10 insurances (1) 19:7 insure (1) 107:5 insured (7) 39:16 48:12 57:18 59:23 86:23 107:23 insureds (5) 64:10 65:8 70:13 92:16 108:11 insurer (13) 2:15 3:20 11:7 12:16 62:12 63:4 81:17 93:15.15 105:6 114:8 115:15 118:6 insurers (97) 3:2,18 5:11 6:7,11,20 7:5 10:1 11:13,21,21,24 12:25 13:6.13 20:8 21:13.23 22:1 24:8 31:13 33:14 36:14 37:16 38:2 39:10 40:21 41:4 43:1.19 44:13 46:19.21 50:8.18 51:19.25 52:10,19,25 53:4 54:12 55:15,21 58:11 59:8 62:24 64:17 65:19 72:21 74:6.7.25 75:7 77:12 78:10 80:16,25 82:3 86:3,11 87:11 88:9 89:14.19 90:8.15.21 92:3.18 93:2,4,7 94:18,24 95:4 96:2,7 101:13 102:3,9 104:9,22 105:19,22 111:13 112:8 114:6 115:24 116:19,25 117:19 118:15.20 120:22 121:11.25 insures (1) 114:11 integrity (2) 101:18,18

intended (10) 14:3 18:19 59:4.5 99:18 103:23 110:20 113:1 116:13,22 intending (1) 29:9 intention (4) 13:1.3 16:4 30:5 interest (2) 11:22 65:9 interested (2) 62:21 77:4 interests (3) 9:15 65:8,9 interfere (2) 10:11 85:17 interim (2) 74:23 87:22 internet (1) 101:6 interpretation (3) 54:6 63:8 70:17 interrupt (2) 14:4 30:23 interrupted (4) 107:19 109:12,13 112:6 interrupting (1) 31:7 interruption (8) 5:13 6:2,18 107:6.13.21 109:8 112:4 interval (2) 49:13,15 intervals (1) 49:19 intervene (1) 100:8 intervener (1) 11:20 intervening (2) 11:10,11 intervention (6) 11:8,13,24 20:25 22:6 69:5 interventions (1) 19:17 into (24) 15:1 26:3,11 45:3 50:2 54:8 63:19 64:20 66:10 68:7 71:7 76:18 83:10 84:7 85:13 94:13 97:24 99:7,9,16 106:18 109:11 112:10 116:18 intrinsically (3) 61:24 73:18 75:22 introduce (5) 13:14,16 98:10,11,14 introducing (1) 97:20 introduction (3) 30:25 111:15 116:5 introductory (1) 5:9 investigate (1) 99:18 invite (8) 7:24 11:18 36:20 38:6 39:3 42:15 48:20 99:13 invited (1) 102:10 inviting (2) 18:21 100:2 involve (1) 39:24 involved (2) 5:17 57:17 involvement (1) 37:10 involves (1) 112:1 ireland (1) 108:19 irrelevant (5) 24:17 25:2 28:6 32:21 39:20 irresistibly (1) 61:24 irrespective (1) 110:16 isnt (11) 27:16 46:6 50:17,17 57:15 64:17 67:8 81:21 91:6 94:1 95:25 issues (39) 1:11 3:19 5:3.14.22 8:19.20.25 9:17,19 11:15 18:11 21:22 25:8 31:24 32:1,14 80:20 87:5 93:23 94:2 99:17 102:2,21 103:24 104:12,12,15 106:12,13 108:24 110:1.3.4.5.21 111:23 112:7 113:19 italy (1) 33:19 item (6) 4:5,19 9:25 12:21 17:18 108:7 items (2) 12:18,19 its (133) 1:13,15,17,19,20,21 4:6,13 6:4,8,25 7:4 11:8,25 15:3 16:17 17:24 21:21

22:11 24:19.24.25

25:2.4.12 26:6.18

27:4,10,19 28:1 29:10 30:3

31:1,14,22 33:1 34:13 36:1

37:18,22 38:5,24,25 39:1

41:1,22 43:12 46:7 47:9

49:14.16.23.23.24 50:23

53:11.16.54:5.6.8.55:4

56:21 59:9 61:1.1.2.14

62:8,10 63:14,18 65:13,15

66:14.15 67:15.22 68:8 72:2.17 74:9 75:8.9.14 76:18 77:5 80:11 81:14 82:9.15 83:4 84:3.17 85:1.9 86:1.20 88:2 89:7,10,13,24 91:5 94:1,2,17,24 95:11 97:7,8 98:5 99:16 101:10,10,23 106:21,22 108:7,12 111:5 113:20 115:5.11 116:1,17,21,22 117:3,5 118:14 120:2 121:22 itself (4) 6:3 22:22 26:9 116:23 ive (14) 36:3,4 40:19 50:24 75:5 81:2 84:5 85:22 89:19,20 90:5 92:9 94:22 105:1

joint (1) 37:21 jonathan (1) 16:1 jones (1) 1:20 judge (8) 7:10,19,21 10:21,23 80:11 89:22 120:1 judges (2) 8:2 10:3 judgment (1) 8:19 judgments (1) 113:23 july (22) 10:4 40:23 59:17 60:16 63:16 67:14,25 72:25 73:21 74:14 75:4.6 78:17 79:14.16.19.24.25 84:12,19 86:18 87:5 juncture (1) 98:8 june (20) 1:1 11:10 12:9 26:3 34:2 35:16 52:24 55:18 57:5 69:8 76:10 96:1 105:9.12 115:2.5 117:10.11 119:23 122:7 juniors (1) 81:14 jurisdiction (1) 80:7 jury (1) 76:15 justify (1) 92:22

kealey (83) 1:15 14:4

15:10,15 29:20 31:6 38:16 48:5 52:1 54:18.21 56:10.14 57:6.8.16.24 58:19 59:2.15 62:4.8 63:17,21 67:5,15,21 68:1,5 71:25 72:3,7 73:2,9,24 77:3,5,16 78:14,16 79:15 80:23 81:14.23 84:21 86:16 87:4 90:4 94:20 95:7.13 96:14 100:8 101:11.14.25 105:7.25 106:4,5 109:22 110:9,14 111:2,3,5 112:13,16,17,24 113:6,7 115:18,20 117:7,8,12 118:1,2,23 119:2 120:17 121:7 keep (1) 9:17 keeps (1) 83:7 key (4) 20:20 82:16 84:11 85:22 killed (1) 19:25 kind (1) 98:23 knew (4) 51:25 62:11 66:13 87:13 now (57) 8:11 12:11 14:22 15:10.21 17:13 22:19 26:20 27:1 31:8 35:22,24 47:11 49:13,20,22 50:25 54:22 57:14 58:20 61:3 63:16,25 64:1,11 65:3 66:21,24 68:3 72:3,4,12 74:5 75:6 77:7 78:1,24 79:22 81:19 83:1 87:8 88:9 89:17.20 90:5.14.20 91:10 93:20 102:15 105:25 113:15 115:11 118:2,10,19 119:15 owing (1) 27:5

90:5

110:2

knowledge (3) 16:3 22:16 108:10 known (4) 32:12 52:5 66:17 91:11 knows (6) 16:15 49:12 61:18 77:18 82:12 99:6 kong (2) 19:23 114:17 kuwait (1) 42:9 lack (1) 56:4

literally (1) 120:17

97:8,11,23 99:18 112:8

litigational (2) 64:13 74:1

lmx (3) 42:11,14 53:20

local (7) 40:13,15 64:5

71:10,11 83:11,14

locality (2) 39:7 53:13

lockdown (6) 20:23 21:3

lockdowns (2) 28:4 41:12

logic (3) 75:23,23 84:15

long (8) 1:8 20:17 55:19

longer (4) 34:24 94:14

look (13) 17:14,18 35:23

47:7 58:1,16 68:7 71:2

105:11 109:12

44-22 23 102-16

lordship (102) 15:5,24,24

20:3,11,15,16,17,17

21:12,20 22:5,18 23:11

24:6.16 26:8.18.18.21

27:2,21,25 29:6 30:13

58:4,18 59:18 60:24,25

64:1.8 68:5.7.9.15.18

74:2,10,14 75:13

76:16,17,19,20

69:19.24.25 72:4 73:12

77:7,7,16,18 78:1,12,22

79:10,24 80:6 82:5,13

84:6,13,18,20 85:9,22

99:1 112:21 113:7.11

119:16.19

loses (1) 66:5 loss (3) 31:16 50:12,15

42:9 107:5

lost (6) 50:24,25 51:1

89:19,20 114:23

lot (2) 94:9 121:19

92:25 116:6

18:3.5.12.21

104:21

114:20

london (2) 44:11 69:7

located (1) 47:24

lockey (1) 1:13

loading (1) 12:4

laconic (3) 120:18,19,25 lady (1) 10:21 lance (1) 63:10 large (2) 48:9 60:9 largely (1) 10:18 larger (1) 48:13 last (8) 16:15 18:1 27:6 35:12 52:12 69:3 83:1 88:6 late (3) 16:15 62:16,18 later (5) 23:13 39:9 101:20 115:3,5 latest (1) 41:11 laying (1) 73:22 lead (2) 38:17 54:18 leading (1) 48:5 leads (1) 21:10 leap (1) 60:9 learned (17) 18:22 26:21 27:14 33:17 36:11 44:21 61:14 76:15 77:1 78:3,18 83:7 84:23 85:10 87:3,10 112:25 least (21) 9:13.19 14:24 15:7 16:7 21:7 28:12 29:22 32:24 34:17 47:25 48:3 70:20,25 71:11 75:2 79:11,12 81:1 87:19 102:7 leave (5) 40:20 44:9 58:24 96:12 100:3 leaves (1) 60:2 led (1) 15:11 left (4) 14:19 60:15 62:15.17 lefthand (1) 69:25 legal (6) 27:23 33:5 53:9,18 70:17 75:23 legally (1) 108:3 legislation (1) 108:13 legislature (2) 26:25 27:6 legitimate (3) 52:15 53:5,7 less (4) 19:12.23 30:7 89:5 let (3) 17:11 68:5 106:18 lets (5) 39:16 40:10 46:21 90:18 117:10 letter (5) 9:5 14:22 15:18 76:12.21 letters (3) 43:1 51:21 52:2 level (15) 3:6 23:21 24:3 37:13 48:19 49:1.10.11.16 53:6,6 90:12 91:15 92:17 99:7

lower (6) 49:10.15 89:5.8 levels (1) 19:14 117:20,20 like (14) 22:17 26:6 36:4 lowertier (1) 71:11 38:16 44:10 45:16 53:10 Itla (4) 47:24 48:3,13 70:25 58:12 62:16 82:3 83:8 103:9 105:15 114:18 likely (11) 8:23 26:11 29:10 34:14,19 40:4 69:9 87:14 92:6,16 110:11 m (1) 81:25 magnitude (2) 89:12 92:4 likewise (2) 68:17,21 limit (6) 4:6 39:25 59:23 main (1) 106:23 60:5,12,14 mainly (2) 26:23 64:4 limitation (1) 10:22 maintain (1) 86:16 limited (5) 5:3 30:8 31:1 maintained (1) 13:2 34:18 108:10 major (4) 10:16 45:2 48:10 limits (1) 121:2 76:4 line (5) 46:4 49:9,15 52:21 majority (3) 43:19 52:17 lines (1) 45:1 makes (4) 67:3 83:6 92:2,11 linked (1) 116:4 making (5) 3:12 40:20 93:3 list (19) 1:8 2:2,4 7:10 104.2 114.5 8:14.18 9:3.4.10 10:21 man (1) 112:19 81:25 102:17,21 103:23 manage (1) 97:11 104:12 106:12,12 108:2 manageable (1) 121:21 managed (4) 8:10 40:7 63:23 listening (1) 81:18

management (7) 1:3 5:1 litigation (9) 1:9 33:4,5 44:8 95:21 115:2.4 123:3.8 managing (1) 7:20 mandatory (7) 20:22 21:3.8.10 22:17.22 26:25 little (7) 16:5 17:11 27:16 76:2 78:11 104:20 106:5 many (8) 48:3,9 57:23 93:23 94:2,3,12 107:24 mao (1) 19:24 march (10) 41:14 49:6 61:9 69:7,24 71:10 90:18 91:23 92:13:14 market (4) 6:1.4 9:6 52:9 markets (6) 8:1,11,20 9:9,21 23:24 41:15 62:17 98:13 80:20 massive (1) 36:18 material (7) 16:14 24:3 27:7 28:10,14 29:2 59:4 matrix (3) 13:25 14:2,8 matter (34) 2:1 3:24 9:10,20 66:14.17 85:4 92:3 99:14 10:9 12:16 14:24 22:23 23:21 27:4 32:10 33:21 38:12 42:1 54:9,25 55:3 65:10 66:2.3 73:7 74:24 75:23 77:13 78:22 79:5 88:19 95:16 113:17 79:19,23 80:6,11 85:21 93:9 100:23 115:8 117:15 looked (6) 17:17 35:24 37:19 matters (17) 2:6 4:25 9:14 14:12 15 26:4 42:2 46:1 looking (5) 59:14 72:14,16 56:19 57:15 62:7 68:11 79:13 87:3 93:11 looks (3) 60:25 92:10 113:11 100:11.16 lords (5) 10:4,25 48:20 100:6 maximum (2) 58:23,24 maybe (11) 40:6 41:12 43:22 44:10 59:12 72:10,11 77:7 16:10.15 17:13.16.18.19 82:15 106:17 119:4 mccolgan (1) 1:21 mean (17) 39:14 42:1 44:13 59:11 61:17 72:7,12 76:3 108:25 109:1 110:10 112:20 117:11 118:12 55:25 56:14,20,25 57:1,25 119:7,8 120:25 meaning (3) 102:23 103:1,2 61:3 62:9,21,23 63:9,13 means (6) 32:24 64:13 77:24 93:22 95:4 108:4 meant (3) 56:6 58:23 93:17 meantime (2) 80:21 105:4 measurable (1) 23:15 measurably (1) 28:5 measure (2) 21:15 28:5 measures (2) 19:5,7 86:13 87:7.15 98:23.23.25 mechanism (4) 42:20 44:3 60:18 61:1 mechanistic (1) 61:10 lordships (3) 28:19 113:2,14 median (3) 49:4,10 88:25 meet (1) 118:1 memorandum (2) 3:23 5:5 losses (7) 6:18 23:4,15,18,23 menashy (1) 1:22 mention (2) 15:4 77:17

> 47:1 55:16 57:2 98:18 120:23 metaphorically (1) 24:14 method (1) 38:13 methodological (1) 85:21 methodologies (1) 43:10 methodology (19) 36:21 38:7.12 39:2.4 40:25 41:3.6.18 52:17.19 53:14 58:15 60:18 68:24 83:8,8 84:1 85:12 microphone (4) 110:24 111:2.4.8 microphones (1) 2:21 mics (1) 31:10 midflow (1) 35:4 might (26) 13:5 15:6 23:8.12 28:21 35:25 39:25 40:1,3,11 43:22 45:8 47:21 52:11 62:14 64:16 67:3 68:6 76:4,23 80:21 81:25 83:16 100:22 103:4 118:17 mile (7) 38:19 40:5 63:2 75:21 76:7 80:1.2

miles (9) 38:20 39:18 43:21

mentioned (3) 74:15 78:17

merely (8) 3:17 22:8 30:16

90:10

51:23 63:3 75:19 76:2.8.8 million (5) 19:25,25 61:8,8 70:8 mind (13) 14:16 16:7.21 minded (1) 16:22 minds (1) 121:20 mine (1) 65:17 minimise (1) 3:5 minimum (1) 92:6 minor (1) 4:3 minority (1) 96:23 minutes (3) 16:8 35:8 73:12 misapprehension (1) 47:4 misleading (1) 39:12 missed (3) 4:15 110:22 111:10 misstatement (1) 87:25 misunderstanding (1) 87:18 model (23) 38:1 42:12,20 75:9 82:17 modelling (6) 37:22 38:4 models (6) 41:8 43:10 45:7 modicum (1) 62:6 moment (13) 4:25 8:3 15:1,2 114:19 month (1) 77:23 months (2) 27:6 83:1 moore (1) 1:16 more (29) 11:23 22:21 23:8 morning (7) 1:4,5 10:16 mortality (3) 19:15 82:24 83:17 most (8) 10:17 33:19 35:11 118:18 mouse (1) 49:8 mouthpiece (2) 65:22,24 mouthpieces (1) 65:23 move (7) 4:4,11 9:23 11:5 moving (1) 7:2 mrc (1) 48:23 ms (12) 1:10.16.19.19.21.22 90:1 much (24) 22:21 27:4 31:1

17:4 25:10 26:22 28:19 29:6 34:11 76:19 99:15 111:20 112:13 44:24 45:5,10 47:2 49:11 54:25 55:1,4,6,10,10 60:24 61:4,10,14 66:23 72:17,18 nodellers (1) 48:22 53:22 72:17 75:8 84:14 49:2 71:16 82:17 42:24 44:18 57:1 66:10 100:24 106:21 110:8 111:2 29:16 30:12 33:4 37:8 38:24 39:1,9 48:2,3,18 62:14 72:11 75:6 96:7,9 98:20 99:5 104:12.20 110:13 112:17 113:13 116:2,15 121:21 122:5 94:13 97:4 98:22 99:3 40:2 64:2 92:16 96:19 12:18 35:5 91:3 noved (1) 84:18 86:13,14,15 87:15 88:3 34:24 54:13 57:22.25 63:11 65:8 73:14 77:5 79:7 86:23 90:2 93:6 97:4 98:15 99:10 101:1 104:18 119:2 121:5.7 122:4 mudslinging (1) 77:4 mulcahy (1) 1:10 multiple (1) 3:11 must (14) 18:15,17,19 19:12 28:23 37:6 52:16 54:22,23

myself (3) 1:10 77:11 121:8

64:6 102:21,22 112:3,4

mutual (7) 51:12,16 57:22

58:1 74:12 80:8 113:18

mustnt (1) 55:8

mute (2) 2:21 31:10

mystify (1) 50:18

name (1) 69:3 namely (2) 20:12 87:10 passages (1) 94:20

passed (2) 22:24,25

patterns (1) 116:11

past (1) 79:4

names (1) 15:16 narrow (2) 36:15 109:1 nasty (1) 113:1 national (2) 17:20 65:9 nationwide (3) 89:16.16 90:9 nature (1) 87:16 nausea (1) 81:4 nauseam (1) 81:2 near (1) 118:24 necessarily (3) 43:14 60:20 98:25 necessary (18) 7:23 9:17 10:19 11:14 13:6 14:16 18:10,14 24:2 25:8 30:15 34:16 44:20 59:19 75:24 111:18,20 120:21 need (28) 12:11 20:18 24:4 25:5 30:12 31:5.20 44:13 49:20 53:8 54:8 58:2 71:2 74:5.6.7 77:7 81:10.13 90:20 91:4 94:15 96:3 104:17 109:16,19,25 111:18 needed (1) 52:7 needing (2) 34:9 44:19 neednt (1) 77:16 needs (8) 23:22 37:24 42:19 44.6 7 49.22 58.25 92.7 negative (1) 98:20 neighbouring (1) 23:14 neil (1) 69:2 nervous (3) 52:10 102:17 112:12 net (3) 45:1 81:8 101:10 neutral (2) 116:14,22 never (2) 65:16 73:25 news (1) 24:6 next (11) 3:8 4:19 9:23 53:1.3 63:24 74:18 87:9 115:9 119:8 121:14 niceties (1) 54:9 nobody (1) 40:8 nonagreed (1) 20:9 noncontentious (1) 11:6 nondamage (1) 107:8 none (5) 14:2 16:19 58:11 77:25 104:21 nonessential (1) 109:7 nonetheless (2) 79:7 83:3 nonmandatory (1) 26:25 nonpharmaceutical (1) 69:5 nonsense (1) 55:17 nor (1) 14:6 normally (1) 115:12 northern (1) 108:19 noted (2) 2:7 9:2 nothing (10) 3:25 13:20 17:1 32:5 40:12 79:12 88:3 94:10 98:19 117:3 notice (1) 64:21 noticed (4) 3:24 4:2 18:5 82:13 notified (1) 8:24 notwithstanding (1) 6:15 novel (5) 61:1,2,10 72:17,18 nowcast (1) 69:7 nowcasts (1) 48:25 number (32) 5:3 8:2 9:1,14 58:24 61:5.5 68:24.25 69:4.9.14.15.16.16 70:19,20 71:9,12 73:4 82:18,18,19 83:22,23 84:8,9,10 88:23,25 92:12 103:7 numbers (5) 49:15 75:16,17 76:5 82:22 numerous (1) 112:10 nurseries (1) 114:9

object (3) 50:23 95:8 117:11 objected (1) 118:20 objecting (3) 50:18 51:10 100:5 objection (7) 36:9,15 94:20 97:9 98:2 99:15 117:16

objectionable (1) 55:23 objective (5) 51:12,16 57:22 58:1 113:18 objectively (1) 32:11 oblige (1) 100:18 observations (1) 14:18 observe (2) 2:17 61:11 obstacle (4) 44:6 51:19,20,24 obstacles (3) 51:15 84:22 94:3 obstructiveness (1) 97:14 obtain (1) 16:18 obtained (3) 37:18 101:3,4 obtaining (2) 57:22 58:23 obvious (2) 25:14 66:14 obviously (28) 7:22 10:24 12:14 21:4 22:10 23:6 25:18 26:11 32:11 34:14 35:18 38:21 40:18 45:15 50:22 51:18 56:11 62:1,19 66:13,17 85:3 91:8,12 98:6 111:10 113:20 118:4 occasion (5) 3:14 111:7 115:13 118:11 121:21 occupants (1) 40:7 occurred (5) 3:7,17 21:25 54.7 8 occurring (3) 5:12 17:24 107:9 oclock (2) 86:1,6 offer (1) 6:3 offers (1) 108:2 offline (1) 89:25 offsite (2) 108:21,22 oh (3) 62:2.10 78:5 old (2) 19:22 61:2 once (4) 21:10 74:18 113:21 116:3 oneoff (1) 47:5 ones (1) 78:17 ons (1) 48:16 onsite (2) 108:14,16 onto (1) 12:4 open (7) 10:15 40:21 58:24 63:18,21 84:20 110:22 opening (1) 90:10 openness (1) 63:22 operate (1) 109:12 opinion (1) 96:22 opportunity (4) 11:12 15:14 59:8 87:7 opposed (2) 65:22 119:19 opposing (1) 9:15 opposition (2) 96:12,14 option (4) 47:23 48:1,11 92:23 options (2) 38:10 47:20 order (23) 4:8,13 6:23 9:3 10:5 11:13 27:17 38:2 43:10 46:20 52:22 55:9.10 65:21 74:20 89:12 92:4.15 93:1 99:20 108:3 109:18 122:2 ordered (2) 22:20 107:24 ordering (1) 109:6 orders (2) 74:15 119:25 ordinarily (2) 24:11 42:22 organisation (1) 114:11 origin (1) 47:7 orr (1) 1:21

others (5) 41:13 83:24 88:9

otherwise (4) 3:9 30:17 40:2

32:11,18 81:16 103:11

ourselves (3) 29:20,22 30:17

outset (8) 30:22 33:10 35:14

outbreak (6) 40:13 43:20

44:12 45:4,11 89:17

outbreaks (2) 18:8 45:9

outlets (1) 40:3

outline (1) 41:19

outlined (1) 111:24

107:12 114:4

ought (8) 13:19 31:8

110:17 120:10

58:21

43:24 52:6 54:4 93:5 119:23 outside (2) 60:12 63:2 over (16) 2:3 16:6 17:1 24:7 34:18 38:14 48:1 60:2.15 61:6 68:18 70:10 83:1 89:1.6 107:15 overall (1) 50:20 overcome (4) 43:10 44:7,7,8 overcomplicated (1) 110:11 overcontroversial (1) 31:20 override (1) 6:21 overtake (1) 106:13 overview (1) 116:10 own (5) 42:19 72:15,17 90:22 100:21 owner (3) 86:24 109:4 112:3 oxford (1) 61:23

pages (3) 18:8 26:22 120:20

andemic (17) 17:10.24

18:17 19:4.11.16.21.21

paid (6) 31:13,16 32:6

87:11,11 88:11

pale (1) 26:11

31:3,4 50:11,20 51:5 89:16 90:9,23 91:14 pandemics (4) 17:9,12 19:13,21 paper (2) 54:14 121:1 papers (2) 4:13 69:12 paragraph (63) 7:17 10:19 11:7 16:6.16 17:3.23 18:2.22 20:12.13.25 21:25 23:10 24:7,15,21,23 25:6 26:11,13 31:21 33:25 34:3,8,22,25 35:14 36:24,25 41:19 46:12,20 50:1,7 52:23 56:16,18 57:2 67:4 68:10,15,17,18,20 69:20 70:11 71:5.6.17 75:14 82:14.16 85:10 88:24 93:1 95:24 100:7,17 101:4 105:9 106:1 115:23 paragraphs (22) 21:21 35:20,21,23,25 36:8,22 37:6 46:9 55:23 56:22,24 57:10 66:11 77:19,20 78:17 100:12 101:2 112:22 113:11.17 part (21) 9:5.23 14:14.24 19:3 20:9 23:5 30:6 31:16 50:11 51:11 56:6 71:4 76:15 77:18 84:19 96:14 100:25 105:1 107:1 111:1 partial (2) 32:3 74:24 particular (43) 3:8,14 7:15 18:25 19:20 21:10 33:13 35:20 36:10 37:12,24 38:15 39:1,15,16 40:12 49:3 52:20,20 53:13,13 56:3 57:20 58:15 60:4.5.6 66:11 69:20 71:5,19 73:25 75:16 84:5 85:20 93:12 102:9 110:1.3.21 111:21 116:12.16 particularly (2) 48:20 83:17 particulars (20) 4:6 13:2 14:13,16,18,25 18:23 20:25 21:12,22 38:3 55:20 56:8,21 77:19,20,21 82:15 93:19 100:12 parties (24) 6:7 9:8 11:2.11 18:16,18 32:12 33:25 34:4

46:22 63:11 74:13,19,21

78:25 85:4 92:1 96:8 97:5

98:7 104:16 113:13,20

parts (3) 41:12 85:16 114:18

party (8) 11:11 12:2 16:18

33:7 57:3 77:13 78:24

partisanship (1) 33:12

partner (1) 72:7

121:20

105:13

pass (1) 81:16

pause (14) 2:22 20:14 47:15 58:7 89:21,23 90:6 96:12 105:5 113:4,16 115:16 118:22,25 pay (2) 31:15,25 payable (2) 99:10,12 payment (3) 6:2,18 87:23 pejorative (2) 64:16 77:1 peioratively (1) 76:3 pennies (1) 42:14 people (10) 19:25 22:20 44:10,21 47:1 57:23 75:19 91:11 94:9,12 per (3) 75:21 76:7,7 perceives (1) 116:11 percentage (1) 23:7 perfectly (3) 39:17 59:9 118:9 perhaps (15) 2:1 12:12 23:17 25:25 38:24 44:6 46:12 51:9 60:20 62:17 68:20 80:17 94:17 110:8 120:9 period (4) 8:13 80:22 92:14 107:9 permanent (1) 82:5 permission (14) 16:19 24:8 28:11,12,24 29:10 34:2.9.15.16 57:3 96:24 99:25 120:20 permits (1) 108:20 permitted (3) 15:23 56:15,18 permutations (13) 105:18 106:10,10,16 109:17,20,23,25 110:20 111:11.24 112:10 114:14 person (2) 71:4 75:21 personal (1) 72:15 personally (3) 76:25 80:23.24 persons (1) 75:17 phone (1) 81:11 pick (1) 82:4 picks (1) 17:16 picture (5) 39:12 43:12 50:24 89:3,19 piece (1) 1:9 pilot (1) 8:12 placed (1) 19:10 places (1) 85:16 plain (2) 39:9 118:16 plan (1) 121:16 plank (1) 20:20 play (1) 27:18 playing (3) 77:8,12 78:2 plea (2) 91:17,17 plead (6) 35:20 36:19 44:15 91:18 93:5 94:24 pleader (1) 71:15 pleading (6) 39:4 69:21 75:15 93:22 94:10,14 pleadings (6) 66:10 68:6 104:13.14 116:3 117:3 please (4) 2:21,23 77:24 97:13 pm (12) 11:10 12:8 34:2 86:4.7.9 96:1 119:8.23 120:3,12 122:6 points (9) 31:19 40:22 51:21 93:19 94:17 98:16 104:14 107:16 110:10 policies (14) 5:13 6:10,18 11:16 39:6,24 40:22 88:7.8.14 93:25 109:24 116:9.17 policy (17) 8:21,22 21:6 33:13 38:16 47:22 48:2,14 50:6 87:19 88:12,13 103:18 108:7 109:19 110:4.5

policybypolicy (1) 87:19

42:16,17,18,21 44:11,14

preventing (1) 115:24

policyholder (9)

47:21 51:20 92:7 policyholders (28) 5:15 6:9 31:14,24 32:5 33:10,11,14 38:14.22 39:2.5 41:1 43:1.25 44:3.9 50:9 51:22 52:6,18 58:24 64:10 74:5 87:20 94:3 116:12.19 politically (1) 19:23 population (3) 40:1 61:13 97-22 portray (1) 88:16 posed (1) 102:20 posing (1) 53:18 posit (1) 73:10 position (27) 6:3 7:22,23 9:7 11:8,24 12:23,25 13:24 22:3 31:8 42:4 52:2,14 62:2 73:1.5 74:5 79:15 94:19 97:6.12.20 100:20.23 104:9.24 positive (2) 92:25 93:2 possibility (5) 27:12 58:25 59:13 73:10 74:15 possible (18) 22:12 28:23 33:2 42:10 49:14 57:23,25 58:23 66:4 69:22 77:15 79:20 96:24 100:16 116:11 120-18 20 121-15 possibly (5) 26:24 27:10 84:19 95:9 103:5 potential (5) 11:11,19 18:2 23:9 30:13 potentially (3) 48:2 95:2 103:16 pounds (1) 42:14 practicable (3) 3:3 65:11 74:13 practical (4) 25:21 26:6 58:21 73:20 practicalities (1) 121:10 practice (2) 7:17 8:12 pragmatic (2) 74:8 87:4 pragmatist (2) 74:2,22 preamble (1) 58:6 preceded (1) 81:24 precise (2) 88:17 91:1 precisely (3) 95:17,17 111:19 preclude (2) 39:10 105:22 precluded (2) 44:17 106:8 precluding (1) 120:9 predict (3) 17:25 27:19 45:5 predictability (3) 19:3,4,5 predictions (1) 41:11 predicts (1) 49:11 prefer (1) 34:7 preferred (1) 82:17 prejudice (1) 70:13 preliminary (3) 2:6 3:21 108:9 premise (1) 41:8 premises (9) 40:4 47:24 48:12 59:23 108:12 109:4,5,6 112:2 preparation (1) 67:24 prepared (11) 11:25 35:15 36:14 52:12.14 90:15 91:3 92:3 104:10 116:25 117:18 presence (1) 70:13 present (11) 1:6 2:11 17:10 18:18 19:12.18.19 21:14 44:14 60:5 70:24 presented (2) 31:23 51:19 president (1) 19:24 press (2) 2:9 104:22 pressed (1) 102:13 pressing (1) 10:9 presume (2) 58:17 100:12 presumption (2) 41:2 42:6 pretty (2) 40:2 82:25 prevalence (3) 17:2 68:13 prevent (3) 43:19 94:23 106:2 prevented (4) 20:8 109:5 112:2.4 nure (1) 49:25

prevention (2) 109:3 111:25 prevents (1) 109:5 previous (3) 17:8 19:13 107:1 primarily (1) 103:13 primary (1) 51:18 principle (19) 21:14,16 23:17 112:7 115:22 principles (1) 75:2 prior (1) 13:10 privilege (1) 11:23 probabilities (5) 53:15 68:23 70:15 73:1,6 probability (4) 17:24 18:17 19:11 84:16 probably (14) 24:24 49:20 77:18 80:4 81:23 83:21 84:16 91:10 111:5 problem (11) 31:12 43:23 111:1,6 116:25 118:3 proceed (3) 13:7 23:25 41:8 proceedings (2) 81:5 87:16 process (7) 6:23 7:21 12:17 32:24 39:11,22 53:23 produce (1) 122:2 produced (2) 88:22 118:7 produces (1) 47:2 production (1) 93:14 professor (1) 69:2 promise (3) 78:25 79:1 121:2 promote (1) 10:11 prompt (1) 80:18 proof (13) 39:5 42:12,24 43:2.11 51:18 53:17 55:2,5,13 57:19 58:25 103:4 proper (5) 10:8,11 87:21 113:19,25 properly (6) 6:11 9:16 11:15 23:18 50:2 121:6 properties (1) 39:21 property (4) 39:20 43:21 107:23 108:5 proportion (3) 23:17 50:4 89:6 proportionality (2) 58:3 65:11 proposal (2) 81:6 83:5 proposals (1) 13:11 propose (1) 74:22 proposed (14) 16:25 17:14 18:13 33:24 34:3,8,22 56:2,9 59:16 62:23 74:24 75:12 97:16 proposing (1) 35:9 proscriptions (1) 21:8 prospective (1) 19:11 protect (3) 6:5 52:13 63:4 protected (1) 99:19 prove (17) 17:6 38:15,22 39:10 42:22 43:21 44:4 55:10 70:13 92:7 103:3,6 provide (7) 34:8 43:18 48:25 98:15 105:17 114:13.21 provided (3) 94:7 101:13 114:12 provides (1) 57:2 providing (1) 37:23 proving (3) 42:13,17 43:25 psychological (1) 118:4 public (8) 20:24 32:10 37:23 45:9 47:10 48:24 87:16 107:22 publicity (1) 87:16 publicly (1) 101:6 published (2) 40:14 45:1 publishing (1) 37:22 pupils (1) 114:16

31:19 32:1,14 35:18 50:17 52:7 54:9 83:9 85:21 87:21 93:24 99:13 104:15 111:25 pusillanimous (1) 112:18 59:3 66:21.22 67:17 74:17 65:17,17 67:1 71:20 81:21 47:21 51:22 52:7 53:11,19

purist (3) 73:24 74:2 80:10 purpose (8) 5:24 6:16 20:11 21:17 56:11 79:25 100:6 103:23 purposes (14) 21:6 23:6 28:6 41:15 42:9 46:4 48:18 49:21 59:21 79:16 90:22 117:19,21,24 pursuant (3) 20:5 56:15,18 pursued (1) 103:20 push (1) 63:18 pushed (1) 65:19

putting (8) 24:18 25:3 28:10 43:1 51:15 64:15 91:21 106:2 pyrrhic (1) 44:9

puts (2) 52:18 100:23

qbe (7) 1:19 86:19 87:1,18 88:10 103:17 119:13 qbes (2) 103:21 119:13 qualification (1) 68:21 quantification (1) 99:17 quantify (1) 30:15 quantum (2) 31:24 99:9 quasilegislative (1) 28:1 question (48) 8:8 13:22 14:24 19:4 20:4 21:15,17 22:2,12 25:15,20 26:1 27:2 28:6,8 31:2 37:16 44:17 52:3 53:18 55:2,3,7 56:3,6,7 58:16 60:19 63:7.24 65:2 66:7.7 73:15 76:1 82:9.23 83:2.3.9.9 84:2.12 93:16.18 95:15 112:11 116:21 questionable (1) 100:11 questions (22) 26:6 43:23 52:5 54:24 55:25 56:1 64:24 65:1 66:18 76:22 77:19 78:19 84:14.17 85:20 102:17.18.19.22 103:12 106:13 109:18 quick (1) 68:7 quickly (5) 25:2 30:4 47:13 77:14 94:4 quiet (1) 81:15 quite (24) 1:8 27:2 29:4 42:3.5 46:13 49:16 51:25 59:4 62:18 64:12 66:14 68:3 71:1 76:24 80:22 84:17 87:23 110:3 111:11

r (2) 37:25 38:5 radius (14) 38:19,25 39:19,21 44:12 48:7,9 51:23 60:5 63:2.5 86:20.20.22 raise (4) 5:14 40:22 97:2 102:4 raised (7) 7:15 8:20 17:2 35:19 46:1 102:5 119:13 raises (3) 8:19 14:23 21:16 raising (1) 14:15 random (1) 38:1 range (11) 49:2,4 61:12 63:2 86:23 105:17 106:9,16 109:23 110:20 116:11 rare (1) 115:20 rate (6) 37:25 41:9,10 50:19 51:4 53:5 rates (1) 38:5 rather (13) 38:17 39:23 48:8 65:15,23 69:21 84:14 95-12 101-20 103-23 110:13 114:3 115:11

118:10 121:11,18,22

quoted (1) 107:3

ratio (12) 38:9 69:8,17,18,23

70:9 71:13,16,18 82:21

83:21 84:5

raw (1) 50:23

purely (2) 38:12 82:21

reach (2) 74:20 93:6 reached (2) 4:10 29:1 reaction (1) 98:20 read (11) 3:11 5:7 36:3,4 47:5 54:23 64:2 68:16 72:4 102:6 116:7 reading (2) 16:11 82:14 ready (1) 106:20 real (5) 10:8 21:25 43:3 71:8 82.1 realistic (6) 22:9 85:7 91:15 95:5,5 98:7 realistically (1) 78:23 reality (1) 44:6 reallife (2) 114:13,15 really (24) 11:14 25:20 27:20 36:12 46:14 57:21 62:2 67:20 68:8 73:20 76:19 77-4 4 80-22 88-16 90-20 92:2.2 106:9 115:22 118:2,8 119:2,7 reams (1) 25:11 reason (19) 12:15 20:5 22:24 23:17 24:16 28:9,20 29:11 44:24 61:20 64:1 65:2,14 72:3 77:9 96:18 108:12 116-4 118-5 nable (4) 53:7 55:12 92:4,17 reasonably (6) 3:3 11:16 65:10 74:13 78:23 79:3 reasons (9) 3:14 10:9 16:17,20 24:15 31:15 50:22 51:9 52:20 rebut (1) 67:2 rebuttable (2) 41:2 42:6 rebutted (1) 66:16 receipt (1) 87:21 received (2) 3:22 78:3 recent (1) 108:13 recently (1) 54:23 recite (1) 37:8 recommendation (1) 22:22 recommendations (3) 21:7 27:1 28:2 record (7) 4:1 7:1 22:23 32:10 87:17,25 103:21 recovery (1) 51:20 reduce (2) 5:25 107:25 reduced (1) 10:20 refer (4) 7:9 37:11 47:8,9 reference (8) 17:19 18:12 24:24 35:1 48:16 89:15 104:13 111:18 references (1) 18:7 referred (6) 5:18 36:24 47:6 52:4 71:17 119:12 referring (3) 88:7,12 117:6 refusal (1) 31:25 regard (2) 80:13 115:23 regarded (2) 20:23 96:22 regardless (1) 50:10 region (3) 48:12,13 49:3 regional (6) 49:1 53:6 69:20 71:10,13,14 register (1) 17:20 regretful (1) 87:15 regular (1) 48:25 regulates (1) 6:1 regulation (2) 20:22 108:19 regulations (2) 22:24 27:13 regulator (4) 6:5,6,21 33:8 reinsurance (1) 42:9 reinsurances (1) 9:1 related (1) 82:20 relates (1) 25:13 relation (31) 2:8 9:13 12:12 14:8.20 15:20 26:12 29:21 31:21 34:8 35:13 37:25 40:22 43:6 55:8 61:19 63:5 65:2 71:3 73:4,6 76:13 86:5 88:14 93:13 96:19 100:11,16,17 104:3 105:13 released (1) 41:13 relevance (10) 8:21 18:15.25 24:1 97:7,7,15,16,20 99:24

100:3.4 106:10.11.14.15 110:21 116:7 relevantly (1) 48:18 reliable (18) 23:1 39:22 43:12 45:7 55:6,12 60:19 61:18,24 66:24 70:7 72:18.19.20 75:9.10.10.11 reliably (1) 69:10 reliance (2) 19:10 94:21 relied (4) 6:11 59:5,5,7 relies (1) 37:24 relieve (1) 44:3 rely (13) 33:25 34:4 46:10 49:19 55:13 57:3 67:3,7,9 68:12 98:24 99:2 105:21 relying (4) 46:18 51:7 54:13 94:23 remain (3) 103:19 104:10 106:16 remarks (2) 5:9 14:18 remember (2) 19:22 115:1 remind (2) 20:18 112:23 remotely (1) 19:18 repeat (2) 20:19 81:3 repeated (2) 3:8,9 repetitive (2) 2:16 3:1 replace (2) 3:23 111:18 replies (1) 29:19 reply (13) 2:7 15:14 45:16 46:2,5 54:3 66:16,20 80:15 85:11 86:4 97:3 100:9 report (15) 27:8 37:19 45:1,8 47:7 49:7 61:10 66:25 69:4 72:18 90:17 93:14 94:5 100:14 101:6 reported (24) 23:2 37:1,5 38:8 40:15 47:25 48:4,14,15 69:10,15,16 70:2.3.20.23 71:14.18 82:20 83:13.18.23 88:25 92:13 reporting (1) 38:10 reports (3) 2:9 100:19 represent (1) 65:21 representative (1) 3:20 represented (1) 2:10 represents (1) 116:10 request (2) 11:7.19 requests (1) 11:21 require (9) 13:15 16:17 29:10 32:16 71:3 94:24 108:24 118:15 119:25 required (5) 22:20 24:19 27:17 96:24 114:16 requirement (1) 107:18 requires (5) 8:13 10:25 37:9 54:11 118:11 reread (2) 20:11 23:11 rereads (1) 99:3 reserve (4) 11:8 52:2 97:20 104:23 reserves (1) 68:12 resolve (7) 5:20 18:11 59:1 93:8.8 112:9.9 resolved (4) 51:25 58:21 66:3 111:9 resolving (1) 59:13 resort (1) 109:19 resources (1) 44:5 respect (6) 37:5 55:16 56:19 88:22 99:4 116:16 respectful (1) 91:24 respectfully (1) 76:24 respects (2) 114:3,4 respond (2) 66:13 96:4 responded (1) 96:2 responding (1) 88:13 response (3) 19:6 94:16 96:3 responses (2) 64:25 76:22 responsibly (1) 121:6 rest (1) 53:8

relevant (26) 7:17 9:1 19:12

28:17 32:14.20.22 34:10

38:25 45:2 47:22 48:2.13

50:6 70:1 71:9.13 88:24

restaurants (2) 22:19 108:20 restriction (1) 108:13 restrictions (10) 21:11,19 22:3,8,17 23:3,15,16 27:13 30:11 result (2) 33:13 43:18 resulting (1) 107:6 results (1) 107:10 resume (2) 45:13 86:6 retail (1) 40:3 retired (1) 74:19 return (3) 4:24 71:8 97:18 returning (1) 95:24 returns (1) 89:22 review (3) 9:17 11:12,22 revise (1) 114:25 revised (1) 3:22 revisit (1) 53:1 revisited (1) 78:21 rewording (1) 52:15 rewrite (1) 117:17 rider (1) 39:8 ridiculous (1) 54:14 rightly (2) 110:3 118:7 rigney (2) 1:21 30:23 rigour (2) 13:15,18 rise (2) 19:18 32:3 risk (3) 12:4 17:20.21 rival (1) 12:22 road (1) 64:18 robust (8) 55:6 59:6 60:18 70:6 72:18.19.20 73:18 role (7) 6:5,13,15,19,21,23 103:12 roll (1) 101:9 room (1) 85:3 round (2) 62:18,19 route (1) 80:14 rq (6) 42:8,21 53:10 54:22 55:8 73:16 rsa (3) 1:20 30:3,6 ruled (1) 119:20 ruling (5) 32:18 56:14 95:20 100:6 123:5 run (1) 49:8 running (1) 85:18

safely (1) 14:5 salzedo (1) 1:14 same (13) 3:12 9:24 20:7 22:17 31:1 45:10 49:16 55:20 96:17 97:1,18 119:17 120:12 atellite (1) 97:8 satisfaction (2) 74:12 119:14 satisfactorily (3) 9:13 63:10 77:14 satisfactory (1) 74:21 satisfied (5) 9:12,19 10:7 43:11 77:8 satisfying (1) 57:20 save (1) 77:6 saw (1) 2:12 saying (37) 22:3 27:8 31:14 36:1 41:4.5 43:20 44:11 46:12 47:1 51:3 52:22 53:16 58:15,16 61:15 62:9,10,20 67:20 68:3 72:23,24 77:24 88:2 93:25 104:1 105:25 110:4,10,14,15 113:9,17 115:5,6 117:14 scale (1) 93:22 scenarios (4) 112:10 116:14,16,18 schedule (1) 107:2 scheme (14) 1:12 4:19 5:21 7:3,7 8:1,11,11,12 9:21 13:7 80:6,11,20 school (1) 114:15 science (2) 61:25 62:3 scientific (6) 38:3 47:5 75:24 84:11 91:22 95:3 scientists (1) 61:19 scope (2) 54:10 99:17

53:22

seven (1) 65:23

shades (1) 19:24

120:18 121:9,9

shaping (1) 85:5

shared (1) 12:15

shock (1) 113:15

shop (2) 109:8,11

shopping (1) 109:7

share (1) 12:1

several (2) 22:11 121:8

shall (10) 14:10.10 45:23

55:24,24 57:4 100:20

68:20

sme (1) 116:12

smith (1) 12:1

scoping (2) 103:13,22 screen (2) 50:25 73:16 screenshot (1) 101:7 scrolling (1) 101:5 second (22) 9:25 20:15 25:6 26:4,15 35:17 46:24 55:3 78:21 79:6 92:19,21,22 93:10 100:8 104:24 105:3,23 117:1,23 119:7 120:18 secondly (5) 2:14 17:9 55:15 56:3 78:21 section (2) 25:12 47:19 sectors (1) 30:10 see (50) 5:18 16:19 17:19,22 18:15 20:4 28:18 29:11 36:24 38:7 39:3 43:4 44:25 45:7.22 46:21 47:11 48:6 52:24.25 58:5.5 70:1.1 85:3 88:24 92:2 93:10,18,21 94:25 95:17,20 96:13 97:15,23 98:14.24 99:2.4.16.24 101:19 106:25 107:15 108:23 110:7 114:14 122:4 123:5 seeing (1) 90:21 seek (8) 5:25 13:9 16:22 17:6 39:3 52:23 70:12 93:6 seeking (14) 5:19 6:8 13:13 27:22 33:1,25 38:14 39:10.10 42:15 56:17 74:11 94:18 105:22 seeks (2) 16:18 61:4 seem (3) 34:15 36:17 37:16 seems (4) 34:7 62:11 99:8 119:1 seen (22) 2:10,14,25 5:5,7 12:22 13:2 20:16 21:12,20 22:5 26:15 36:24 37:20 42:25 44:24 50:9 51:23 52:4 63:13 76:17 103:17 sees (3) 12:7 18:3 76:19 selected (2) 6:9 116:9 selfisolate (1) 114:17 sell (1) 109:14 selling (1) 108:21 sense (7) 28:9 32:9 46:4 50:19 81:5 93:1 117:3 sensible (3) 83:24 91:24 96:25 sent (2) 2:2 113:8 sentence (1) 20:15 sentences (1) 116:7 separate (2) 95:20 123:5 september (1) 8:13 serious (4) 14:7 15:2,3 23:20 seriously (1) 78:4 serve (10) 13:1 16:4,18 24:9,11 34:5 57:4 67:9 103:23 108:16 served (6) 12:1 14:13 55:20 56:9 108:14 118:19 service (5) 12:3 28:14 94:8 96:17 108:1 serving (3) 13:3 98:18 109:9 set (10) 5:4 8:12 13:17 70:1 85:20 101:4 104:8 108:10 109:23 116:8 sets (2) 78:24 121:10 setting (1) 26:24 settle (1) 40:25 settlements (3) 42:11,14

short (9) 15:17 45:20 64:21 70:3.8 80:22 82:9 86:8 98:16 shorthand (1) 35:2 shortly (3) 18:1 87:5 119:8 shot (1) 3:18 should (96) 1:24 2:21 3:22 4:20 6:20 7:9 8:1,10 9:10,11,20 10:19 11:9 12:13 13:7 14:5.6 17:4 18:7 20:5 22:25 24:8.10 28:24 29:23 33:3.24 34:1.4.7 35:7.17 39:8 41:5,24,25 42:4 44:17 46:12,18,20 50:2 51:13 52:6,23,24 54:1 56:15,17 57:25 59:2,3,6,7,15,20 60:23 61:3 62:17.20 67:9.15 72:13.14.15.20 73:18.21.25 74:10,16,17,20 75:11,13 78:7,11,19,21,22 79:25 80:7 86:3 91:25 92:5 93:5,10 94:17 103:16 105:13,19 115:8,9 117:10 120:12 121:17 shouldnt (5) 28:11 52:20 59-14 80-9 120-23 show (6) 40:11,12 47:13 77:6 106:22 107:1 showed (1) 85:9 showing (1) 37:12 shown (4) 29:5 84:6 85:22 92:9 shows (1) 76:23 shut (2) 13:13 22:20 side (7) 64:15 82:3 86:3,11 97:11,13 113:1 sides (2) 20:4 97:12 sight (1) 100:19 sign (1) 120:1 significance (3) 20:2 26:16 30:14 significant (9) 3:25 9:14 19:14 23:4 25:23 40:1 90:12 92:12 93:21 signing (1) 103:14 silent (1) 104:24 silentio (1) 115:18 silly (1) 78:10 similar (2) 49:17 108:6 similarly (2) 48:22 63:5 simple (6) 59:4 68:9 108:23,25 109:1,15 simpler (1) 104:18 since (5) 55:21 76:10,15 96:24 106:9 single (4) 20:24 40:4 62:12 118:6 sit (2) 24:14 91:13 sitting (2) 94:5,6 situation (6) 21:19 22:14 28:22 40:11 85:14 116:13 situations (1) 109:15 six (2) 66:20 121:10 size (1) 97:22 skeleton (33) 2:5,7,15,25 7:8 12:23 13:17 16:9,13,16 20:12 23:11 24:15.23 30:5 36:10 45:16 46:2.6 54:3 66:15,16,20 76:17,18,21 83:23 85:11 95:16 100:9 102:5,7 105:2 skeletons (5) 35:12,13 44:23 50:10 52:4 skews (1) 83:18 skim (1) 36:7 slight (1) 63:22 slightly (5) 3:22 30:7 38:24 59:11 110:9 slip (2) 63:21,23 slipped (1) 81:8 small (4) 27:7 38:11 42:17

smooth (1) 85:18 sold (2) 108:20 109:9 solely (1) 107:6 solicitors (5) 6:13 7:14 11:25 14:23 56:5 solution (2) 74:24 87:4 somebody (1) 19:2 somehow (2) 44:7 61:15 someone (5) 30:1 53:19 84:15 111:4.8 nething (25) 26:2 30:7 33:2 41:1 51:24 52:7 54:10 61:22.22.23 67:15 74:17 75:22,24 78:6 81:24 90:4 92:16 95:6,7 97:3 101:20 102:11 111:10 116:1 sometimes (2) 61:20 64:24 somewhat (2) 19:9 102:17 where (3) 61:13 79:21.22 soon (5) 63:24 64:7 65:10 74:13 100:16 sooner (1) 101:20 sort (17) 16:6,20 19:16,17 26:21 29:6,9 40:4,10 83:20 84:17 85:20 98:5 104:2 107:16 110:12 118:4 sorted (1) 79:5 sorts (1) 109:18 sought (4) 13:4 19:1 43:8 sound (2) 64:9 115:12 sounds (3) 12:10 83:8,24 sources (1) 23:2 spain (1) 33:19 spat (1) 78:11 speak (7) 1:11 15:13,19,20 19:8 80:25 87:8 speaking (3) 15:11 17:7 24:14 special (1) 44:15 specific (3) 31:3 39:12 116:9 specifically (4) 65:1 70:14 77:17 116:18 speech (1) 76:16 speed (1) 12:17 spend (1) 85:4 spiral (3) 42:11,14 53:20 spirit (3) 9:4 76:12 93:5 spite (1) 23:3 spokesman (3) 15:12,15 65:20 spread (2) 37:5 107:25 square (11) 38:19,20,23 39:18 63:3 75:19,21 76:2,7,8,8 stage (4) 2:17 18:24 46:2 99:24 stands (4) 68:16,17,19,21 start (5) 1:7 10:17 20:15 36:23 45:23 started (1) 41:15 starting (1) 20:23 starts (1) 47:12 stated (1) 66:15 statement (8) 5:6,19 10:10 63:14 64:2 72:5 87:24 111:16 statements (1) 34:5 states (1) 20:7 statistical (2) 48:22 49:25 statistics (4) 37:24 46:17 51:10 92:10 stay (1) 22:20 step (3) 60:9 84:4 85:23 still (8) 22:4,8 27:14 44:10 94:17 108:4 109:4 14 stonewalling (1) 43:20 stop (6) 2:19 33:21 35:4 72:14 88:1 107:20 straightforward (2) 62:14 75:1 strategy (1) 46:18 straw (1) 15:17 strict (1) 111:13 strictly (2) 24:10 80:3

strike (1) 46:9 striving (1) 64:22 struck (1) 19:13 structured (1) 111:14 struggled (1) 55:22 struggling (1) 76:10 study (4) 45:2 47:5,7,9 stymied (1) 97:14 sub (1) 115:18 subject (15) 7:20 10:3 12:6 15:22 43:12 44:14 67:13 68:20 75:12 80:21 87:21 102:12 104:7.16 108:3 submit (5) 13:16,18 96:7 117:19,22 submitted (3) 2:15 4:12 13:10 subsequent (2) 21:2 73:8 substance (1) 115:22 substantive (2) 12:24 13:11 substituting (1) 53:17 substratum (1) 27:17 subtract (1) 27:13 succeed (4) 62:25 63:6,6,7 succeeded (1) 72:9 successfully (1) 78:13 succinct (1) 121:5 suffered (4) 23:4.15.23 28:5 sufficient (8) 42:12,23 44:13 55:5 105:24 109:3 112:5 121:20 sufficiently (2) 70:24 75:11 suggest (9) 76:24 84:23 86:1 91:16 93:4 96:5 105:18,22 109-13 suggested (6) 45:8 74:25 92:19 93:4 119:22,23 suggesting (5) 62:4 79:24 95:11 114:6 117:9 suggestion (2) 76:25 115:13 suggestions (5) 106:7 110:22 119:3,5,6 suggests (1) 90:17 sum (1) 51:17 summarise (1) 17:22 summary (1) 98:16 sums (1) 5:17 supervising (1) 7:12 supplementations (1) 105:14 supplementing (1) 116:24 support (1) 7:5 supported (2) 7:4 10:1 supporting (1) 9:24 supports (2) 50:20 51:4 suppose (2) 25:23 28:8 supposed (1) 82:19 supreme (1) 66:5 sure (18) 36:14 42:3,5 46:25 49:18 52:1 79:1 81:6 98:11 101:15 102:3 103:10 105:9 106:4 112:13 118:20 121:19.21 surprised (1) 84:23 surprisingly (1) 38:17 surrounding (1) 6:1 suspect (3) 43:16 50:7 113:2 sweden (11) 22:14,15,25 23:4,23 26:23 28:5 33:18 96:20 98:11.14 swedish (5) 17:9 20:10 23:2 27:25 28:2 swiftly (1) 66:4 swine (1) 45:4 sympathetic (2) 80:24 81:2 sympathies (1) 64:9 table (5) 16:23 88:21 101:4

table (5) 16:23 88:21 101:4 106:25 107:4 tactical (2) 94:11 98:7 tailored (1) 116:9 taken (10) 6:20 11:16.17 18:22 19:5 45:2 69:12 70:5 107:16 114:8 takes (4) 64:14 66:4 94:20

116:18

taking (8) 18:1 51:21 54:18 69:20 74:8 79:17 87:18 104:25 talking (2) 83:7 116:4 talks (3) 60:23 84:15 112:13 targeted (1) 77:17 task (2) 113:12,13 tasked (1) 113:23 team (6) 6:13 33:5 37:22 48:22 113:8 122:1 teams (1) 58:12 teare (2) 7:11 10:23 technically (3) 80:3 96:21 119:25 telling (2) 81:15 113:24 temporarily (1) 51:1 tenminute (1) 45:13 terms (7) 31:21 59:25 60:8 63:2 64:13 67:24 117:8 territory (1) 85:1 test (20) 1:12 4:19 5:21 7:3 8:1,11 9:14,21 13:7 23:6 33:2 44:8 50:3 53:18 58:22 80:5,10,20 103:7,19 tested (6) 6:11 37:2 39:24 45:6 103:18,21 testing (2) 37:9 47:18 tests (1) 37:1 thank (11) 30:19 31:9,11 85:25 88:4 90:2 95:19 101:25 120:14 121:7 122:4 thats (62) 4:14 18:8 21:4.25 22:9 23:24 25:16 26:17 27:2,15 29:2,8 31:8 35:9 37:1 38:12 12 40:10 41:21 44:2.5.6 53:23 54:17 55:13 61:5 63:3,7 65:17,25 69:8,11 71:1,4 75:6 81:5 83:12 84:1,1 85:7 91:16 94:15 95:10,22 96:10 97:17 101:10,11,14 105:24 107:21 110:2 111:19 112:12 113:15 115:14.18 116:24 117:2 119:10.14 120:14 themselves (1) 58:12 theoretically (1) 28:23 thereabouts (1) 100:17 thereafter (2) 59:19 76:6 thereby (1) 5:15 therefore (19) 6:14 15:17,19 18:18 23:12 24:18 39:21 59:3 61:21 72:20 73:18 74:8,14 80:11 81:3 95:17 103:18 105:11 113:24 theres (1) 91:15 theyd (1) 40:2 theyre (8) 40:4 46:12 81:24 91:8 104:16,24 114:4 116:2 thing (15) 26:17 33:4 40:18 41:22.22 47:8 56:23 59:20 61:4 62:14 63:12 64:8 75:13 82:1 110:12 thinking (2) 16:12 77:11 third (3) 25:13 47:12 88:20 thirdly (1) 56:6 though (8) 9:16 65:20 72:21 80:3.20 83:16 88:17 97:10 thought (16) 4:8 6:24 27:9 30:24 31:7 51:5 67:19 74:9 75:3 76:13 80:16 84:3 85:19 100:3 103:10 118:18 three (5) 10:20 16:16 24:14 38:10 87:19 through (13) 3:11 17:2 32:25 35:25 36:7 41:10 47:18.19.20 63:22.23 70:14 81:8 throughout (1) 75:18 throw (2) 27:23 77:2 time (32) 3:17 6:25 11:23 12:8 19:22 34:19 40:3 55:18.20 57:10 60:17 66:12.17 67:24.24 72:11

94:7.14 96:6.7.9 104:11.21 118:18 119:7 120:12 121:20 times (1) 121:8 timescale (1) 5:21 timetable (1) 16:12 timing (1) 93:13 tiny (1) 50:3 today (13) 20:3 25:20 40:19 49:23 52:22 56:12,14 74:18 102:13 104:3 105:2 117:15 121:23 todays (2) 46:4 49:20 together (2) 3:19 94:4 told (9) 5:17 32:5 44:13 48:6 62:20 65:16 73:11 74:1 87:20 too (3) 85:17 98:15 99:4 took (4) 2:4 38:17 89:5 119:24 tool (1) 105:20 topic (11) 6:4 9:23 10:16 16:9 34:24 35:6,11 37:20 43:2 46:11 93:7 totally (3) 60:2 75:9 83:18 towards (1) 66:2 towns (1) 48:10 transcript (2) 95:20 123:6 translated (1) 28:3 treated (6) 7:16 42:23 52:11 56:8 74:6.7 trends (1) 21:18 trial (33) 3:9 4:24 5:1 7:21 10:6 18:25 22:11 23:25 24-1 25-9 25 26-5 9 27:11.15 28:15.21.25 34:17,20 50:16 67:14 74:14 80:12 86:17 87:5 92:20 95:4 97:8 100:4 105:20 117:21,24 tried (2) 11:2 88:16 triggered (2) 19:8 21:14 triggers (1) 21:7 trojan (1) 27:21 trouble (1) 88:19 true (11) 26:18 48:19 49:10 50:19 51:3 70:19 71:9 82:10,11,17,19 trump (1) 19:24 truth (1) 91:11 try (8) 3:19 44:20 64:18 74:20 98:7 116:1.1 121:12 trying (9) 59:14 64:11 65:25 72:8 77:9,13 84:22 95:6 114:19 tuesday (2) 1:1 16:15 turn (4) 5:8 10:14 21:16 110:24 turned (3) 106:20 111:3,8 turner (4) 1:20 29:25 30:3,3 turns (1) 68:18 twice (1) 36:4 twojudge (1) 7:18 type (4) 13:9 108:1,7 114:15 types (3) 17:8 87:20 114:11 typically (1) 38:16 uk (14) 17:9 19:6,14 20:1 22:14,18 23:18 28:4 30:10 68:13 82:24 98:2,19 107:25 unable (1) 108:12 uncertainty (4) 5:16 6:1,17 56:4 uncharitable (2) 65:4,5 uncontentious (1) 32:9 undercounting (10) 38:9 69:18,23 70:9 71:13,16,18

understand (39) 1:13 4:22.24 6:22 7:5 8:5.24 10:2 14:2 15:12 20:20 26:8.14 30:13 36:16 43:5 52:10 58:19 64:13 66:8.19 67:6,19 71:22 83:5,15 84:11,16,18 85:2,22 93:17 94:19 97:12 99:4 102:20 104:23 108:14 118:3 understanding (5) 56:4 104:5 110:8 117:13 120:4 understood (5) 54:20 84:2 88:2 110:14 112:8 undertaking (1) 34:12 undesirability (1) 95:2 undesirable (1) 80:14 unexceptionable (1) 68:19 unfair (1) 77:1 unfortunately (1) 64:24 unit (1) 48:23 university (2) 45:3 48:23 universitypublic (1) 37:21 unless (5) 24:9 35:4 56:7 78:7 102:13 unlike (1) 33:4 unlikely (4) 29:2 39:23 92:8 109-17 unnecessary (2) 23:6 117:7 unobjectionable (7) 37:7 56:25 68:16,17,19,21 70:21 unremarked (1) 14:19 unreported (1) 91:9 until (7) 35:4 56:7 62:3 78:10 89:22 115:9 122:7 upfront (1) 40:25 uplift (1) 38:9 upon (8) 55:12 59:5,6,7 60:12,14 67:7 70:22 upper (4) 49:10,15 89:5,9 uppertier (1) 71:10 urgency (2) 10:9 62:6 urgently (1) 96:3 used (11) 8:21 34:15 38:4 41:18 55:1.4 61:2 65:24 105:19 111:21 121:3 useful (4) 45:8 84:3 116:13 117:13 useless (1) 65:22 usually (2) 49:19 111:5 utla (1) 48:13 utterly (1) 37:6 v (6) 42:8,21 53:10 54:22 55:8 73:16 validate (1) 55:10 values (1) 49:14 various (2) 102:18 111:24

vast (3) 43:18 52:17 91:5 versa (1) 66:6 version (1) 3:23 versus (1) 85:15 vice (1) 66:6 victory (1) 44:9 video (2) 50:24 89:20 virtually (1) 1:6 virus (2) 18:7 97:17 visit (1) 109:4 voice (1) 30:1 volume (1) 47:12

wait (3) 46:21 89:22 93:18 wales (1) 1:16 wanting (3) 33:12 91:1 104:22 ants (19) 12:13 13:23 15:13 33:17 35:5 67:9 84:4.18 86:3.11 89:17 97:17,19 98:11,14 105:25 106:6 112:16 120:15 rasnt (6) 3:16 90:3 95:10 100:3 119:19 120:4

w

waste (4) 54:13 87:14 102:12 104:21 water (1) 4:16 way (30) 16:8,25 22:12 27:4.5 28:18 29:3 31:2 46:23 47:19 51:15 53:5 58:9 59:2,3,17 62:22 64:3 66:18 67:8 75:20 79:20 83:12 84:22 85:10 91:24 92:25 97:11 98:8 119:4 ways (2) 22:11 58:8 weak (1) 53:18 weaknesses (1) 72:22 web (1) 47:8 website (1) 12:5 week (2) 121:14 122:5 weighted (2) 76:1 85:15 went (2) 15:19 106:5 weve (2) 93:4 114:23 whatever (3) 57:17 77:1 112:24 whats (3) 31:5 47:8 57:7 whatsapp (1) 113:8 whereas (2) 41:13 99:10 whilst (5) 15:2 87:8 107:23 108:14 109:16 whole (8) 22:7 26:16 40:18 50-13 100-6 103-7 113:12,18 wholly (2) 40:9 116:25 whom (1) 12:2 whose (2) 38:17 112:3 widely (1) 8:21 wider (2) 50:11 86:23 widespread (2) 51:8 70:24 wilkes (4) 63:14 64:2 72:5.7 willing (1) 100:18 window (2) 34:18 63:20 wish (3) 32:2 38:21 112:17 wished (2) 28:25 51:25 wishes (4) 11:7 33:9 100:15 101:17 wishing (1) 34:4 witness (5) 5:6 10:10 63:14 64:2 72:5 witnesses (1) 34:5 wont (14) 3:15 14:5 18:11 20:19 29:16 43:16 47:6 60:25 63:15 79:8,16 106:7 116:6 121:3 wording (5) 12:22 33:24 34:3.8.22 wordings (8) 8:21,23 12:22 62:25,25 63:3,4 88:8 work (12) 6:23 35:1 37:22 41:13 53:21 72:16 74:11

84:7 91:3 93:21 116:1 118:9 working (6) 16:14 28:19 48:24 94:6,9,13 works (2) 79:12 85:16 world (4) 21:25 22:7 33:20 58:14 worldwide (1) 20:1 worse (1) 110:16 worth (2) 68:6 82:15 wouldnt (1) 72:12 wright (1) 1:18 writers (1) 35:2 writing (1) 113:23 written (3) 3:4 7:13 88:13 wrong (5) 2:1 24:24 57:7,8 wrongly (1) 118:7

x (1) 43:21 year (1) 56:3 yet (6) 13:14 68:3 71:24 72:10 96:2,4 youre (6) 41:4,20 43:13 46:5 72:24 110:10

yourself (2) 67:11 121:4

zika (2) 18:7 97:17 zone (7) 70:25 71:11,13,14,19 75:16 83:14 zones (2) 69:21 83:11 zurich (2) 1:21 30:25 02 (2) 89:9 92:11 047 (1) 89:8 05 (2) 89:1,6 **068 (1)** 89:7

1 (15) 5:18 19:25 47:19 23 63:2 80:1.2 86:1 90:18.19 91:6,6,6,23 123:3 10 (2) 76:8,8 100 (8) 43:14 72:19 75:19,19 76:2 86:7 90:18 91:5 1000 (2) 43:16,17 **10000 (1)** 43:17 1030 (1) 1:2 106000 (3) 89:7.11 92:11 11 (18) 10:15 12:19.21 16:6 24:7 26:11 31:21 33:25 34:3,8,22 61:6,7,11 69:6 95:24 96:5 100:7 110 (1) 91:6 **1140 (1)** 35:3 1143 (1) 61:13 1146 (1) 45:19 1154 (1) 45:21 12 (13) 12:19 17:3 18:10 26:13 34:25 35:14 46:12,20 52:23 56:16 57:2 67:4 93:1 **13 (3)** 11:7 12:19 69:4 138 (1) 70:10 1381 (1) 70:9 15 (7) 35:8 73:12 105:9.12 115:2.5 117:10 **15000 (1)** 89:5 **153 (2)** 90:19 91:23 16 (1) 1:1 **17956 (1)** 70:2 **18 (5)** 34:2 70:10 85:10 96:1 108:7 18000 (1) 70:3 188 (1) 61:13 18th (1) 96:6 **1957 (2)** 17:12 19:21 **1968 (1)** 17:13 19681969 (2) 19:15,21 **1969 (1)** 17:13 1mile (6) 38:25 39:19,21,25

2 (3) 48:1 86:4,6 20 (1) 10:4 200 (1) 86:9 2000 (2) 38:20 39:18 20000 (1) 18:3 2000mile (1) 38:23 2009 (2) 45:4 47:9 2017 (1) 17:20 2020 (4) 1:1 8:13 66:14 122:7 21 (5) 20:6 49:6 68:10 90:18 91:23 **22 (5)** 68:15 112:22 113:11,17 114:20 22nd (6) 96:6 120:6,7,9,11,13 23 (6) 68:17 105:9 112:22 113-11 18 114-24 23rd (1) 12:3 24 (15) 11:10 12:9 35:16,21 36:9,24 46:9 52:15,24 56:22.24 57:5 68:18 117:11 119:23

86:19.22

24th (3) 46:14 119:9 120:3 **25 (5)** 51:23 68:20 70:8,10 120:20 25d (1) 7:17 25mile (5) 38:18 44:12 48:9 63:5 86:20 25page (1) 4:6 **26 (8)** 26:3 37:11 69:24 71:17 82:14,16 94:21 122.7 **27 (5)** 37:11,12 69:20 94:21 101:4 28 (9) 35:21 36:9 46:10 52:15 56:22,24 61:9 70:11 100:17 281 (1) 36:25 282 (2) 37:4 71:3 283 (3) 37:14 71:7 94:22 284 (4) 38:7 71:20 75:14 95:9 284c (1) 41:19 284d (1) 95:9

**3 (4)** 17:15 18:8 48:11 101:7 **30 (3)** 8:13 56:2 69:7 31 (2) 56:2 66:14 310 (1) 122:6 314 (1) 63:3 31st (1) 70:25 33 (2) 18:22 108:19 342 (1) 68:9 **343 (2)** 36:23 82:16 **345 (1)** 37:15 **35 (2)** 20:13 23:10 39 (1) 88:24 **397 (1)** 107:1 398 (1) 107:1 399 (1) 106:22

4 (10) 4:7 17:18,18 19:25 28:25 34:2 96:1 119:23 120:3.12 40 (2) 50:1,7 401 (2) 107:15,16 406 (1) 108:6 41 (1) 20:25 43 (1) 61:8

**5 (7)** 7:3 11:10 12:8 18:8 68:8 69:8 119:8 51m (1) 8:12

6 (9) 10:19 52:3 56:3,6 65:2 84:2 93:16,18 95:15 60 (4) 16:16 24:15.23 25:6 616 (1) 58:4 **618 (2)** 105:11 112:24 63a12 (2) 8:15 9:5 66 (1) 47:13

7 (2) 61:8 114:10 70 (1) 47:20 **74 (2)** 21:21,25 74000 (2) 89:10 92:11 **75 (1)** 48:19 **750000 (1)** 18:3 **76 (3)** 48:21 88:20 101:7 77 (1) 21:21

8 (1) 7:4 **80000 (2)** 19:15 20:1 8500 (1) 8:22 **89000 (2)** 89:7,11

9 (3) 9:25 55:18 76:10 90 (1) 91:6 92 (1) 3:2 **95 (5)** 49:12,14,19 123:5,8 9th (1) 77:22

79:6 80:22 85:4,4 87:14

82-20 83-21 84-5

underlying (1) 71:2

undermine (1) 100:6

underreporting (11)

36:13,15,17,18 37:14

41:9.9 45:6 90:13.24 92:15