

James Malam

Call 2002



Clerks

 Joe Mawson
 0161 817 2753

 Chris Brown
 0161 817 7146

 Prys Anisa
 0161 817 2794

Memberships

- Professional Negligence Bar Association
- TECBAR
- Chancery Bar Association
- Northern Circuit Commercial Bar Association

Education

- Judicial Assistant to the Court of Appeal, 2007
- Bar Vocational Course, Nottingham Law School, Very Competent, 2002
- Lord Justice Holker Award, Gray's Inn, 2001
- LLB (Hons) Law, University of Sheffield, 2001
- Plessington High School, Wirral, 1991-1998

Insurance

James has substantial experience of advising and representing insurers, insureds and insurance brokers in all manner of disputes arising from insurance policies, including those relating to pre-emption breaches (under the common law and under the Acts of 2012 and 2015); declinature of claims; the construction of the parties' rights more generally; and claims under the Third Parties (Rights Against Insurers) Act 2010.

Prior to joining chambers, James worked at Fishburns Solicitors, where he specialised in insurance and professional negligence work.

Insurance Cases:

- Whether the rule in *Re General Rolling Stock Co. (1872) 7 Ch App 646* that limitation in effect ceases to run on claims not statute barred at the date of insolvency applies to claims brought under the Third Parties (Rights Against Insurers) Act 2010 directly against the insurer to establish the insured's liability, such that the insurer is not entitled to run a limitation defence unless the underlying claim was statute barred before the insured became insolvent. Successfully acted alone at first instance and on first appeal. Led by David Halpern KC in the Court of Appeal, where the case settled.
- *Atta v HDI Global Specialty SE [2023] EWHC 2028 (KB)*. Whether claims regarding the misuse of a suitable product fell within product liability cover as "*arising out of or in connection with any Product*"; and whether costs of removal of that product were recoverable under the policy as being "*for and/or arising out of... Damage*" when there was a contractual liability to remove them which predated that damage.
- Dispute as to whether under a public liability policy events occurring after the incident allegedly giving rise to liability, but before liability is established, are to be taken into account when assessing whether "*the non-compliance with the [claims*

notification] term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred” under section 11 of the Insurance Act 2015.

- Various Covid-related business interruption claims.
- TCC claim against new-build home warranty insurer for c. £6m. Representing claimant purchasers of a development of 51 flats created out of a former office block. Whether defects in fire stopping caused by inadequate construction and design constituted ‘physical damage’ as defined in the policy.
- Test case as to proper interpretation of legal expenses insurance policy and whether the insurer was estopped from relying upon the policy terms by reason of having paid out on numerous other policies when the insured had been guilty of a breach subsequently relied upon to decline cover. The case was relevant to hundreds of other policies written by the same insurer with clients of the same firm.
- Advising on the merits of potential claims under a bespoke policy insuring against cancellation of contracts to supply goods and services for the 2020 Tokyo Olympics.
- Claim on an event cancellation policy arising from the cancellation of a gig due to be played to c.30,000 people by an internationally well-known band. Interpretation of various conditions as to insurers’ liability.
- Advising on the merits of insurers’ imposition of new terms on a missing beneficiary insurance policy pursuant to the Consumer Insurance (Disclosure and Representations) Act 2012, including the proper interpretation of the statement of facts document and whether the requirement of a lack of reasonable care was made out.
- Advising an insurance broker on a claim for commission against an insurer arising from a binding authority granted by the insurer to an underwriter. Raised issues of the extent to which a broker must be the effective cause of the transaction giving entitlement to commission (and whether the broker’s role could be proven) and as to interpretation of the notice clause in the binder.
- Claim against insurance broker for secret profits made by failing fully to disclose commission paid to it by the insurer, which commission was in addition to a fee charged directly to the insured by the broker.

Recommendations

“James Malam has dealt with a number of cases for us at all stages and has always been easy to communicate with, provided excellent and practical advice, and shown an ability to present complex matters in a clear and concise manner in court.”

Chambers and Partners 2024, Construction

“All the work James produces is very well written, he sets the arguments clearly and is a good strong advocate. He is low-key, effective, sensible, pragmatic and easy to deal with.”

Chambers and Partners 2024, Construction

“James Malam is technically sound, accessible, thorough, reliable and commercial.”

Chambers and Partners 2024, Construction

“He sets the arguments clearly, and is a good strong advocate, who is sensible and easy to deal with.”

Chambers and Partners 2024, Professional Negligence

“He’s very helpful; he gets a grip of things really quickly and gives us a steer on the direction we need to go in. He is very accessible.”

Chambers and Partners 2024, Professional Negligence

“James is calm under pressure. His advocacy is strategic and poised.”

The Legal 500 2024, Professional Negligence

“James is excellent at spotting the important details and utilising these to the benefit of the client, and on a number of occasions he has spotted issues which have been vitally important. He takes a very considered approach to advocacy, he explains clearly and concisely his points and their relevance, and in contrast to many of his opponents, he does not need to be questioned by judges to elaborate on or explain his arguments.”

The Legal 500 2024, Commercial Litigation

“A detail-orientated junior who is serene under pressure. He takes a measured approach to advocacy.”

The Legal 500 2024, Property and Construction

“James has an excellent knowledge of the area. He is very thorough with a keen eye for detail, a sensible approach to pleading and the ability to ‘think outside the box’. He provides practical solutions when problems arise.”

Chambers and Partners 2023, Construction

“James is a really good lawyer: technical, commercial and straight-talking.”

Chambers and Partners 2023, Construction

“James is extremely diligent with personable manner, is good to work with and is a formidable advocate. He is not afraid of hard work and regularly hits time deadline. He’s definitely a safe pair of hands.”

The Legal 500 2023, Professional Negligence

“James Malam is client-friendly, very good technically, commercially minded when dealing with litigation, and is always very well prepared.”
Chambers and Partners 2022, Construction

“He is calm and able to get to the crux of the issues. He has good cross-examination skills.”
Chambers and Partners 2022, Professional Negligence

“Strong technical advice, clear and robust drafting of pleadings, incisive and effective advocacy. Also very easy and pleasant to work with, and prepared to give an off-the-cuff view if asked and to work through the wider strategy of a claim with us. Understands the requirements and priorities of insurer clients”
The Legal 500 2022, Professional Negligence

“James is quick to identify the key issues and gets to grips with the case within a short period of time, performing well at trial.”
The Legal 500 2022, Commercial Litigation

“James was organised and effective in presentation of our client’s case. He presented it with clarity and persuasion, both on paper and on his feet. He was calm and reassuring to work with.”
Chambers and Partners 2021, Construction

“Very good on paper, with clear and forceful pleadings. Just as good before the court. Always feel in safe hands with James on determining the key technical points, putting forward our best case on them.”
The Legal 500 2021, Professional Negligence

“Technically sound, accessible, thorough, reliable and commercial.”
The Legal 500 2021, Property and Construction

“Technically sound, accessible.”
The Legal 500 2021, Commercial Litigation

“He is very commercial and client-friendly.”
Chambers and Partners 2020, Construction

“He is very good with clients and puts them at ease.”
Chambers and Partners 2020, Construction

“Technically sound and accessible.”
The Legal 500 2020, Commercial, Banking, Insolvency and Chancery Law

“Technically sound, accessible, thorough, reliable and commercial.”
The Legal 500 2020, Construction, Planning and Environment

“Supportive and thorough.”
The Legal 500 2018/19, Commercial, Banking, Insolvency and
Chancery Law

“He has a keen eye for the key issues of a case.”
The Legal 500 2018/19, Construction, Planning and Environment

“Knowledgeable and meticulous.”
The Legal 500 2017, Commercial, Banking and Insolvency.

“A strong advocate, who provides sensible and pragmatic advice.”
The Legal 500 2016, Commercial, Banking and Insolvency.

“His courteous and helpful manner enables him to readily deal with
even the most difficult of clients.”
The Legal 500 2015, Commercial, Banking and Insolvency.

“Has a sound grasp of the technicalities of a legal problem.”
The Legal 500 2015, Construction, Planning and Environment.

“Understands the need for commercial cost-effective solutions”
The Legal 500 2014, Construction, Planning and Environment.

“He has a swift grasp of the key issues in his cases”
The Legal 500 2014, Commercial, Banking and Insolvency.

Recommended for professional negligence work
The Legal 500 2013, Chancery and Commercial.

“Quick to grasp the strengths and weaknesses of a case”.
The Legal 500 2012, Chancery and Commercial.

“Very careful, easy to work with and bright’...has a practice that is
ahead of his call”
The Legal 500 2011, Chancery and Commercial.

Beyond the Bar

James enjoys reading, photography, cycling, swimming, food and
drink and spending time with his family.