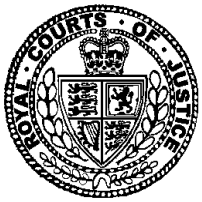

Neutral Citation Number: [2024] EWCA Civ 481

Appeal No: CA-2023-001683
Case No: CL-2021-000177

IN THE COURT OF APPEAL OF ENGLAND AND WALES (CIVIL DIVISION)
ON APPEAL FROM THE HIGH COURT OF JUSTICE
THE BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMMERCIAL COURT (KBD)
Mr Justice Jacobs ([2023] EWHC 1859 (Comm))

Royal Courts of Justice
Stand, London, WC2A 2LL

Date: 9 May 2024

Before:

SIR GEOFFREY VOS, MASTER OF THE ROLLS
LORD JUSTICE LEWISON
and
LORD JUSTICE ARNOLD
- -

BETWEEN:

TECHNIP SAUDI ARABIA LIMITED

Claimant/Appellant

and

THE MEDITERRANEAN & GULF INSURANCE AND REINSURANCE CO.

Defendant/Respondent

Peter MacDonald Eggers KC and **David Walsh** (instructed by **HFW LLP**) for the **Claimant/Appellant** ("Technip")

James Brocklebank KC and **Douglas Grant** (instructed by **Clyde & Co LLP**) for the **Defendant** ("the insurer")

Hearing date: 2 May 2024
- -

JUDGMENT

This judgment was handed down remotely at 10:00am on 9 May 2024 by circulation to the parties or their representatives by e-mail and by release to the National Archives.

SIR GEOFFREY VOS, MASTER OF THE ROLLS:

Introduction

1. This appeal raises a short point of contractual interpretation. The words to be interpreted appear in Existing Property Endorsement 2 (endorsement 2) to section II of a composite offshore construction insurance policy underwritten by the insurer on an amended WELCAR 2001 Offshore Construction Project Policy wording (the policy). The WELCAR wording is the standard form for offshore construction all risks cover; it is widely used in the offshore industry. That is broadly the reason why Mr Justice Jacobs (the judge) gave permission to appeal on the single point before us.

2. In outline, Technip contracted with an unincorporated joint venture, the Al-Khafji Joint Operation (KJO), to perform construction works to offshore assets in the Khafji Field in Saudi Arabia owned by KJO (the contract). Technip was one of the insureds under the policy. Technip chartered a vessel (the vessel) to perform work under the contract. The vessel allided (or collided in more well-known language) with an unmanned well head platform, NR-09 (the platform), causing significant damage to the platform. Technip paid some US$25 million (plus other sums) to KJO in respect of that damage on the ground that it had a liability in law to do so. Technip claimed an indemnity in these proceedings from the insurer in respect of those sums under the liability section II of the policy.

3. The insurer denied liability on several grounds. The judge rejected most of those grounds, but upheld its denial of liability on the ground that the first limb of endorsement 2 excluded the insurer's liability for damage to existing property which was owned by any of the Principal Assureds. "Principal Insureds" (not "Principal Assured") was a defined term under the policy. It included Technip, the joint venturers in KJO and their affiliated companies and others. The judge decided that, if endorsement 2 had not been applicable, Technip would have been entitled to claim US$10,377,059 in respect of its liability to KJO for the damage caused to the platform by the allision. In the event, Technip's claim failed. We have to decide if the judge correctly interpreted endorsement 2 which provided as follows:

> **EXISTING PROPERTY Endorsement**
> Cover for damage to existing property is subject to the following Existing Property Contractual Exclusion and Buyback:
>
> Existing Property Contractual Exclusion
> The coverage provided under Section II of this policy shall not apply to any claim for damage to or loss of use of any property for which the Principal Assured:
> 1) owns that is not otherwise provided for in this policy;
> 2) has use of, custody, physical control, access, right of way or an easement to by operation of a contract or agreement, or
> 3) is liable or claimed to be liable by operation of any indemnification, hold harmless or similar provision contained within any contract or agreement.
>
> All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.

> Existing Property Contractual Exclusion Buy-Back
> Notwithstanding the Existing Property Contractual Exclusion above, it shall not apply to any claim for:
> Physical loss of and/or physical damage to existing property as per Schedule of Existing Property below and extends to anything reasonably ancillary thereto.
> All other insuring agreements, terms, conditions, definitions, exclusions, notice requirements, schedules and endorsements of the policy remain unchanged.
>
> Schedule of Existing Property:
> Offshore
> Gas lift structure (GLS)
> Riser platform (RP)
> Production platform (PP)
> Operational Control Platform (OCP)
> Living quarter platform (LQP)
> Utility platform (UTP)
> Integrated Well Jackets (IWJ) (12 units)
> Pipelines, flowlines and cables
> Onshore
> Main Oil Line (MOL)
> Substations

4. The critical words in endorsement 2 are the exclusion for "any claim for damage to … any property [for] which the Principal Assured: 1) owns that is not otherwise provided for in this policy". I have put the word "for" in square brackets for the reasons explained by the judge at [124], namely that it was accepted by the parties that the word was redundant insofar as the first and second limbs of endorsement 2 were concerned, but not as regards the third limb.

5. The judge's reasoning on this point at [119]-[183] was comprehensive. The judge was faced, as we are, with rival meanings of endorsement 2 proposed by the parties. Technip submitted that the words "any property which the Principal Assured … owns", read in context, only excluded coverage for any property owned by the particular Principal Assured making the claim under the policy. The insurer argued that the words excluded coverage for any property owned by any of the many Principal Assureds. Since the platform was owned by KJO, the insurer argued and the judge held that endorsement 2 meant that Technip had no claim. Without doing justice to the judge's extensive careful reasoning, his central point was, perhaps, at [152]-[153] where he alluded to the three-part structure of endorsement 2, against the background of Technip having been asked in advance to identify third- party property which was in the vicinity of the contract works. The judge said that the structure of endorsement 2 was: (i) to identify all existing property as being subject to it; (ii) to specify property which the Principal Assured owned (or had custody etc) as being excluded; but (iii) then expressly to provide "Buy-Back" cover in respect of certain identified property, all of which was owned by KJO.

6. The judge then reasoned as follows at [153]:

> In the light of this contractual scheme, I consider that a reasonable person, with all the background knowledge which would reasonably have been available to the parties when they entered into the contract, would have understood the language

> of the policy to mean simply as follows: if damage was caused to the existing property owned by any Principal Assured, then the only property where there was coverage was that identified in the Schedule of Existing Property in the endorsement. If, therefore, the property was identified, there was coverage for that property. If it was not identified, then the exclusion operated.

7. That, the judge said at [154], was the ordinary meaning of the words. With so many insureds, the words could not be directed at property that was jointly owned by all of them. Property was scheduled "very obviously" because otherwise endorsement 2 would have excluded coverage. It would be a "complex and rather odd result" [157] if any particular item of existing property were subject to the exclusion if the claim were made by one insured, but was not subject to the exclusion if the claim were made by another insured.

8. Technip argued before us that the judge had failed to pay proper regard to the language of endorsement 2. "[A]ny property which the Principal Assured" owned did not mean "any property which [a or any] Principal Assured" owned. Once that was understood, the only Principal Assured that endorsement 2 can have been referring to was "the Principal Assured" claiming the indemnity under section II of the policy. That was consistent with other usages in the policy and commercial common sense, and was undoubtedly the meaning of the same words under the third limb of the same clause. The policy was a composite policy that was expressly "deemed to be a separate insurance in respect of each Principal Insured" (the words Insured and Assured being used interchangeably in the policy). Reading the policy as a separate insurance for Technip, it was obvious that the Principal Assured whose property was referred to in the first limb of endorsement 2 was Technip, not KJO or any other Principal Assured. That approach was supported by all analogous authorities including *Arab Bank plc v. Zurich Insurance* [1999] 1 Lloyd's Rep 262 at 273 and 276-7 (*Arab Bank*), *Alstom Ltd v. Liberty Mutual Insurance Company (No 2)* [2013] FCA 116 at [143]-[159] (*Alstom*), and *Corbin & King Ltd v. Axa Insurance UK plc* [2022] EWHC 409 (Comm); [2022] Lloyd's Rep IR 299 at [230] (*Corbin & King*). There were multiple reasons why the judge had been wrong about the commercial rationale of endorsement 2.

9. The insurer supported the reasoning of the judge. On the composite policy point, the insurer submitted that the words "the Principal Assured" had to have the same meaning as in endorsement 2 in all the notional separate insurances of the composite policy. That meaning was, because of the definition in the policy: Technip and/or (in effect) KJO and/or associated companies. It was not permissible to exclude any of the Principal Insureds to which the words "the Principal Assured" referred. Even if endorsement 2 admitted of more than one possible meaning, the policy could not be rewritten on the grounds of commercial common sense. Moreover, the policy actually made no sense as Technip interpreted it, because it could not sensibly be applied to the separate insurances for each of the "Other Insureds" who were not included in the meaning of the "Principal Assured". In those separate insurances for each of the "Other Insureds", endorsement 2 had to be excluding liability for claims in respect of property owned by Technip and/or KJO and/or associated companies (see [166]-[168] of the judgment).

10. I have decided, for the reasons that follow, that the judge was right broadly for the reasons he gave and that the appeal should, therefore, be dismissed.

11. In this judgment, I shall deal with the following matters: (i) further essential background, (ii) other relevant terms of the policy, (iii) the appropriate approach to the interpretation of the policy, (iv) Technip's three grounds of appeal namely, the proper meaning of endorsement 2, the relevance of the policy being a composite policy, and the commercial rationale.

Further essential background

12. The factual background is explained in meticulous detail at [1]-[46] of the judge's judgment. Reference should be made to those paragraphs at [2023] EWHC 1859 (Comm) for that level of detail.

13. It is perhaps worth emphasising the scale of the project and the value of KJO's property scheduled to endorsement 2. Technip completed a broker's "Offshore Builders Risk Questionnaire" that showed the value of the existing "third party property" in respect of which cover was bought back at US$1.78 billion. The platform was not included in that questionnaire or in the buy-back schedule.

Other relevant terms of the policy

14. As Technip says in its skeleton argument, the provisions of the policy are quoted at length at [47]-[49] of the judge's judgment. Reference should once again be made to those paragraphs for the detail. The most relevant clauses, in addition to endorsement 2 that is set out at [3] above, are as follows.

15. The insuring provision in Section II (the liability section) of the Policy provided that:

> Underwriters agree, subject to the limitations terms, conditions and exclusions herein, to indemnify the Insured(s) for Ultimate Net Loss which the Insured(s) shall be obligated to pay by reason of:
>
> i. liability imposed upon the Insured(s) by law. and/or
>
> ii. Express Contractual Liability.
>
> for Bodily Injury or Property Damage caused by an Occurrence. provided always that the Occurrence takes place during the Project Period and arises out of the activities described in the Scope of Insurance section herein.

16. The Scope of Insurance applicable to section II provided as follows:

> Subject to the insuring agreements, applicable terms, conditions and exclusions, this insurance covers the following activities undertaken in the course of the project identified in Item 2 of the Declarations (hereinafter, the Project), provided such activities are within the insured values. Covered activities include but not limited to: design, engineering, management, procurement and supply of all materials, fabrication, construction, load-out, transit/tows, installation and existence during hook-up, testing and commissioning and all works associated with the Project, being platform modifications all as more fully described in the Project Information.
>
> The Policy shall be deemed to be a separate insurance in respect of each Principal Insured hereunder without increasing Underwriters limits of liability.

17. The "INSURED" under the policy is stated or identified in three separate places: first, in the insurance schedule, secondly in the scope of insurance and thirdly in the declarations. The wording is identical, save that (a) the words "PRINCIPAL INSUREDS" are written in capitals in the first two places, but are written as "Principal Insured(s)" in the declarations, and (b) the heading "INSURED" is singular in the first and third place, but plural in the second. Neither party suggested that the discrepancy was actually material. The first version of the clause provided as follows:

> **INSURED:**
>
> **PRINCIPAL INSUREDS:**
>
> i. Technip Saudi Arabia and/or Aramco Gulf Operations Company (AGOC) and/or Kuwait Gulf Oil Company (KGOC) and/or associated and/or subsidiary companies and/or Joint Venturers and/or co-venturers as they may now or subsequently exist.
>
> ii. Parent and/or subsidiary and/or affiliated and/or associated and/or inter-related companies of the above as they are now or may hereafter be constituted and their directors, officers and employees while acting in their capacities as such.
>
> **Other Insureds:**
>
> iii. Project managers.
>
> iv. Any other company, firm, person or party (including contractors and/or sub-contractors and/or manufacturers and/or suppliers) with whom the Insured(s) named in i, ii, iii and iv have entered into written contract(s) directly in connection with the Project.

The appropriate approach to the interpretation of the policy

18. There was no disagreement as to the principles which should be applied. I very recently mentioned them in an insurance context in *Bellini v. Brit UW Syndicate* [2024] EWCA Civ 435 at [20]-[24].

19. In *Rainy Sky SA v. Kookmin Bank* [2011] UKSC 50, Lord Clarke explained the normal principles of contractual interpretation at [21]-[23] as follows:

> 21. The language used by the parties will often have more than one potential meaning. I would accept the submission made on behalf of the appellants that the exercise of construction is essentially one unitary exercise in which the court must consider the language used and ascertain what a reasonable person, that is a person who has all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract, would have understood the parties to have meant. In doing so, the court must have regard to all the relevant surrounding circumstances. If there are two possible constructions, the court is entitled to prefer the construction which is consistent with business common sense and to reject the other. …
>
> 23. Where the parties have used unambiguous language, the court must apply it.

20. In *Arnold v. Britton* [2015] UKSC 36 at [15]-[21] (*Arnold v. Britton*), Lord Neuberger summarised the process as follows:

> 15. When interpreting a written contract, the court is concerned to identify the intention of the parties by reference to what a reasonable person having all the background knowledge which would have been available to the parties would have understood them to be using the language in the contract to mean … And it does so by focussing on the meaning of the relevant words … in their documentary, factual and commercial context. That meaning has to be assessed in the light of (i) the natural and ordinary meaning of the clause, (ii) any other relevant provisions of the lease, (iii) the overall purpose of the clause and the lease, (iv) the facts and circumstances known or assumed by the parties at the time that the document was executed, and (v) commercial common sense, but (vi) disregarding subjective evidence of any party's intentions …
>
> 16. For present purposes, I think it is important to emphasise seven factors.
>
> 17. First, the reliance placed in some cases on commercial common sense and surrounding circumstances … should not be invoked to undervalue the importance of the language of the provision which is to be construed. The exercise of interpreting a provision involves identifying what the parties meant through the eyes of a reasonable reader, and, save perhaps in a very unusual case, that meaning is most obviously to be gleaned from the language of the provision. Unlike commercial common sense and the surrounding circumstances, the parties have control over the language they use in a contract …
>
> 18. Secondly, when it comes to considering the centrally relevant words to be interpreted, I accept that the less clear they are, or, to put it another way, the worse their drafting, the more ready the court can properly be to depart from their natural meaning. That is simply the obverse of the sensible proposition that the clearer the natural meaning the more difficult it is to justify departing from it. …
>
> 19. The third point I should mention is that commercial common sense is not to be invoked retrospectively. …
>
> 20. Fourthly, while commercial common sense is a very important factor to take into account when interpreting a contract, a court should be very slow to reject the natural meaning of a provision as correct simply because it appears to be a very imprudent term for one of the parties to have agreed, even ignoring the benefit of wisdom of hindsight.
>
> 21. The fifth point …it cannot be right … to take into account a fact or circumstance known only to one of the parties.

21. Finally, I will cite again the judgment of Lords Hamblen and Leggatt at [47] in *The Financial Conduct Authority v. Arch Insurance (UK) Ltd* [2021] UKSC 1 (*Arch*), where they said this about the interpretation of insurances:

> There is no doubt or dispute about the principles of English law that apply in interpreting the policies. They were most recently authoritatively discussed by this court in *Wood v. Capita Insurance Services Ltd* [2017] UKSC 24; [2017] AC 1173

> in the judgment of Lord Hodge … The core principle is that an insurance policy, like any other contract, must be interpreted objectively by asking what a reasonable person, with all the background knowledge which would reasonably have been available to the parties when they entered into the contract, would have understood the language of the contract to mean. Evidence about what the parties subjectively intended or understood the contract to mean is not relevant to the court's task.

22. It was not really suggested that the judge failed to apply the correct principles of interpretation. Instead, it was said that the judge made three errors to which I have already alluded: (i) he failed to give adequate weight to the primacy of the policy language, (ii) he failed to give effect to the composite nature of the policy, and (iii) he allowed his perceived commercial rationale to override the natural meaning of endorsement 2. I turn to deal with each of these three grounds of appeal in turn.

The proper meaning of endorsement 2

23. I hope to be forgiven for dealing with the meaning of the words of endorsement 2 shortly. It is certainly true that the policy is not a model of clear drafting. The mix-up in terminology as between Principal Assureds, Principal Insureds and the singular and plural, which I mentioned at [17] above, exemplifies this point. Moreover, I accept that the contested words of endorsement 2 admit on their face of at least two meanings.

24. The first meaning simply involves reading the definition of "The Principal Insureds" in place of the words "the Principal Assured" into endorsement 2 as follows:

> The coverage provided under Section II of this policy shall not apply to any claim for damage to or loss of use of any property for which [i. Technip and/or AGOC and/or KGOC and/or associated and/or subsidiary companies and/or Joint Venturers and/or co-venturers … ii. Parent and/or subsidiary and/or affiliated and/or associated and/or inter-related companies of the above … and their directors, officers and employees …]
>
> 1) owns that is not otherwise provided for in this policy;
> 2) has use of, custody, physical control, access, right of way or an easement to by operation of a contract or agreement, or
> 3) is liable or claimed to be liable by operation of any indemnification, hold harmless or similar provision contained within any contract or agreement.

25. The second meaning involves reading "the Principal Assured" as referring only to the one of those insureds which is making the claim under the policy. Technip, which advocates this second meaning, contends that the first meaning involves reading the words of endorsement 2 as if they excluded "any claim for damage to … any property [for] which **[any]** Principal Assured: 1) owns that is not otherwise provided for in this policy" (emphasis added).

26. There are essentially 5 reasons why I consider that the judge was right to conclude that the first meaning was the correct one, having conducted the iterative process explained in the authorities.

27. First, contrary to Technip's submissions, the second meaning does far more violence to the natural meaning of the words used in endorsement 2. It involves reading endorsement 2 as if it included the highlighted words as follows: "any claim for damage to … any

property [for] which the Principal Assured **[which is making the particular claim concerned]**: 1) owns that is not otherwise provided for in this policy". Those words are entirely absent from endorsement 2.

28. Secondly, Technip is wrong to say that the first meaning involves doing any violence to the language. All it does is to read in the thrice-repeated meaning of the "Principal Insureds" in place of "the Principal Assured". Technip, as I have said, took no point on the differences between the singular and the plural, nor on the difference between "insured" and "assured".

29. Thirdly, the second meaning does not work if a liability claim is made under the policy by one of the "Other Insureds", which is not a "Principal Insured". In that event, the exclusion does not bite at all. In such a case, the words "the Principal Assured" cannot mean the "the Principal Assured which is making the particular claim concerned", because no Principal Insured is making the claim at all. The suggestion in rebuttal that endorsement 2 does not need to work for claims by "Other Insureds" is, in my view, untenable.

30. Fourthly, we were taken to almost every other clause in the policy. I did not find any consistent usage that pointed one way or another in this debate as to the proper meaning of the language of endorsement 2. Nor do I think that the fact that the third limb of endorsement 2 exemplifies its unduly compressed drafting assists either party. Endorsement 2 is excluding coverage (if not bought back) for claims for damage to property, either owned by or in the custody of the Principal Insureds, or for which the Principal Insureds are liable by operation of an indemnification or hold harmless contractual provision. The fact that the Principal Assured is principally referring to the party making the claim in relation to the third limb, does not mean that the words "the Principal Assured" cannot still mean "Technip and/or KJO and/or associated companies".

31. Fifthly, I did not find it helpful to consider the application of an approach that was adverse to the interests of those that endorsement 2 favoured (i.e. to interpret it avowedly *contra proferentem*). As the judge said, the first meaning gives the proper structure to an "existing property" endorsement. It is intended to exclude claims for damage to property, either owned by or in the custody of the Principal Insureds, or for which the Principal Insureds are liable by operation of an indemnification or hold harmless contractual provision, **unless** that coverage is specifically bought back for specific scheduled property. In other words, the existing property endorsement 2 is doing what is said in its first line. That line tells the objective reader that "Cover for damage to [the Principal Insureds'] existing property is subject to … Existing Property Contractual Exclusion and Buyback". Technip's meaning gives inadequate importance to the fact that endorsement 2 is an existing property exclusion, and to the buy-back that was an integral part of the coverage (for which the property was listed by Technip itself in its broker's questionnaire). The fortuity (if that is what it was) that the platform was not listed either in the questionnaire or the schedule to endorsement 2 cannot affect the proper meaning of the clause, as Lord Neuberger's second and third points at [20] above in *Arnold v. Britton* emphasise.

32. In my judgment, Technip was wrong to contend that the judge failed to give adequate weight to the primacy of the policy language. Indeed, I would say that the first meaning

gives far greater weight to the language of the policy than the second meaning advanced by Technip. I would dismiss the first ground of appeal.

The relevance of the policy being a composite policy

33. Technip submitted that the authorities demonstrate that composite policies are always interpreted in the way for which it contends. I do not agree. I did not find anything in *Arab Bank*, *Alstom*, or *Corbin & King* that assisted in any way with the proper interpretation of endorsement 2. *Arab Bank* was a case where a professional indemnity insurance was construed so as not to exclude coverage for all the insureds where one of them was fraudulent. That is a quite different situation. In *Alstom*, the Federal Court of Australia interpreted an exclusion in a marine cargo insurance as referring to the particular insured responsible for the inadequate packaging, not the (different) insured making the claim. I cannot extract a general principal from that judgment applicable to the quite different wording in this case. Likewise, there is nothing in Cockerill J's judgment in *Corbin & King* that gainsays the interpretation explained above.

34. The point about the composite nature of the policy is actually quite a simple one. As already mentioned, reading the policy as a separate insurance for Technip, Technip argued that it was obvious that "the Principal Assured" whose property was referred to in the first limb of endorsement 2 was Technip, not KJO or any other Principal Assured. There is, however, a fatal flaw in that argument. It is true that the policy is a composite policy that is expressly "deemed to be a separate insurance in respect of each Principal Insured". But in reading endorsement 2 in Technip's deemed separate insurance, the words "the Principal Assured" cannot have any different meaning than they have in the other imagined separate insurances for each of the other insureds. Accordingly, if the words "the Principal Assured" mean "Technip and/or KJO and/or associated companies", they must have that same meaning in each separate insurance including Technip's separate insurance. I have already explained at [26]-[31] why the words "the Principal Assured" in endorsement 2 do indeed import the entire definition of the words "Principal Insureds" in the policy – what I have described above as the first meaning of endorsement 2.

35. Accordingly, Technip was wrong to contend that judge failed to give effect to the composite nature of the policy. As he explained at [159]-[161]: "treating the cover as applying separately to Technip does not change what is meant by "property [for] which the Principal Assured owns"". I agree. I would dismiss Technip's second ground of appeal.

The commercial rationale of the policy

36. It is already apparent that I have had regard to the commercial rationale of endorsement 2 in reaching the conclusions I have as to its proper meaning (see [31] above). Technip's skeleton gave 9 reasons why it said that the judge had paid excessive regard to the supposed commercial rationale of endorsement 2. These reasons were, however, covered only briefly in oral argument, and I do not propose to go through them again in this judgment.

37. As I have already said, Technip's interpretation makes no sense as regards "Other Insureds"; it is no answer to point to exclusion 21 as being applicable to them instead of endorsement 2. There is nothing in endorsement 2 that says that it is inapplicable to

"Other Insureds". The language of the policy points strongly to the correctness of what I have described as the first meaning. Moreover, the structure of endorsement 2 points also towards a wide exclusion of the Principal Insureds' property with the opportunity for buy-back of cover for specified scheduled property. Finally, the composite policy analysis points also in the same direction.

38. Accordingly, undertaking the exercise directed by *Arch*, I conclude that a reasonable person, with all the background knowledge which would reasonably have been available to Technip and the insurer when they entered into the policy, would have understood endorsement 2 to bear the first meaning. Technip was wrong to submit that the judge paid excessive regard to its supposed commercial rationale. He interpreted it correctly, having appropriate regard to the language and to admissible factual matrix including the commercial rationale of endorsement 2. I would dismiss the third ground of appeal too.

Conclusions

39. The exclusion in endorsement 2 for "any claim for damage to … any property [for] which the Principal Assured: 1) owns that is not otherwise provided for in this policy" does admit of more than one possible meaning. It is, however, properly to be interpreted as excluding claims for damage to property owned by any of the Principal Insureds named in the policy. That includes Technip's claims for damage to the platform, which was not scheduled in the buy-back schedule in endorsement 2.

40. For the reasons I have given, I would, therefore, dismiss Technip's appeal and uphold the judge's comprehensive decision.

LORD JUSTICE LEWISON:

41. I agree.

LORD JUSTICE ARNOLD:

42. I also agree.