

These cases support the notion that the proximate cause is the predominant factor in determining. 1 liability, even if subsequent covered events contribute to the loss. – **Pan American World Airways Inc v The Aetna Casualty and Surety Co (505 F.2d 989)**: In this case, the court ruled that the insurance company was not liable for losses resulting from hijacking, as it was considered an act of war, thus excluded from coverage. – Therefore, the proximate cause of the damage is the bombing, an excluded peril under the "warlike operations" clause. ##### 3. Liability of the Insurance Company Given that the proximate cause of the loss was a bombing raid, which falls under the "warlike operations" exclusion, the insurance company should not be held liable. Relevant Legal Precedents Several legal precedents and case laws are pertinent in such cases: – **Leyland Shipping Co Ltd v Norwich Union Fire Insurance Society Ltd [1918] AC 350**: This case established that the proximate cause is not necessarily the last event before the loss but the dominant cause. If the proximate cause is an excluded peril, the insurer is generally not liable, even if subsequent events leading to the loss are covered perils. The policy explicitly excludes coverage for losses resulting from war or warlike operations. Determining the Proximate Cause of the Loss In this scenario, the sequence of events began with a bombing raid by enemy aircraft. ##### .2. ##### 4. ##### 5