



英國 2015 年保險法

Insurance Act 2015

UK Insurance Act 2015

Insurance Act 2015

2015 CHAPTER 4

An Act to make new provision about insurance contracts; to amend the Third Parties (Rights against Insurers) Act 2010 in relation to the insured persons to whom that Act applies; and for connected purposes. [12th February 2015]

PART 1 **Insurance Contracts: Main Definitions**

1. Insurance contracts: main definitions

In this Act (apart from Part 6)—

“consumer insurance contract” has the same meaning as in the Consumer Insurance (Disclosure and Representations) Act 2012;

“non-consumer insurance contract” means a contract of insurance that is not a consumer insurance contract;

“insured” means the party to a contract of insurance who is the insured under the contract, or would be if the contract were entered into;

“insurer” means the party to a contract of insurance who is the insurer under the contract, or would be if the contract were entered into;

“the duty of fair presentation” means the duty imposed by section 3(1).

PART 2 **The Duty of Fair Presentation**

2. Application and interpretation

保險法 2015年

第四章

一部有關制訂保險契約新規定之法律；以修正2010年第三人(向保險人請求權利法)有關該法所適用之被保險人；以及為其他目的(2015年2月12日)

第一部份 **保險契約：主要定義**

第1條 保險契約：主要定義

於本法(第六部分除外)

“消費者保險契約”與2012年消費者保險(告知及說明)法的定義一致；

“非消費者保險契約”係指不屬於消費者保險契約之保險契約；

“被保險人”係指保險契約之一方，於契約締結時為或將成為契約之被保險人之人；

“保險人”係指保險契約之一方，於契約締結時為或將成為契約保險人之人；

“合理說明之義務”係指第3條第1項所課以之義務。

第二部分 **合理說明之義務**

第2條 適用及解釋



- (1) This Part applies to non-consumer insurance contracts only.
- (2) This Part applies in relation to variations of non-consumer insurance contracts as it applies to contracts, but—
 - (a) references to the risk are to be read as references to changes in the risk relevant to the proposed variation, and
 - (b) references to the contract of insurance are to the variation.

3. The duty of fair presentation

- (1) Before a contract of insurance is entered into, the insured must make to the insurer a fair presentation of the risk.
- (2) The duty imposed by subsection (1) is referred to in this Act as “the duty of fair presentation”.
- (3) A fair presentation of the risk is one—
 - (a) which makes the disclosure required by subsection (4),
 - (b) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer, and
 - (c) in which every material representation as to a matter of fact is substantially correct, and every material representation as to a matter of expectation or belief is made in good faith.
- (4) The disclosure required is as follows, except as provided in subsection (5)—
 - (a) disclosure of every material circumstance which the insured knows or ought to know, or
 - (b) failing that, disclosure which gives the insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.
- (5) In the absence of enquiry, subsection (4) does not require the insured to disclose a circumstance if—
 - (a) it diminishes the risk,
 - (b) the insurer knows it,
 - (c) the insurer ought to know it,
 - (d) the insurer is presumed to know it, or
 - (e) it is something as to which the insurer waives information.
- (6) Sections 4 to 6 make further provision about the knowledge of the insured and of the insurer, and section 7 contains supplementary provision.

4. Knowledge of insured

- (1) This section provides for what an insured knows or ought to know for the purposes of section 3(4)(a).
- (2) An insured who is an individual knows only—
 - (a) what is known to the individual, and
 - (b) what is known to one or more of the individuals who are responsible for the insured’s insurance.
- (3) An insured who is not an individual knows only what is known to one or more of the individuals who are—

- (1) 本部分僅適用於非消費者保險契約。
- (2) 本部分適用於有關非消費者保險契約之變更，一如其適用於保險契約般，但：
 - (a) 稱風險者應稱為有關建議變更之風險改變，及
 - (b) 稱保險契約者，應稱為契約變更。

第3條 合理說明之義務

- (1) 保險契約締結前，被保險人應提供保險人有關風險的合理說明。
- (2) 第1項所課以之義務，於本法稱之為“合理說明之義務”。
- (3) 風險的合理說明包括下列任一：
 - (a) 作出第4項規定之告知要求，
 - (b) 以一謹慎保險人可合理清楚辨識之方式為告知，
 - (c) 有關事實之任一重要說明必須實質上正確，且每一有關期望或認知事項之重要說明應善意為之。
- (4) 除第5項另有規定外，所要求之告知如下：
 - (a) 被保險人知曉或應知曉的任一重要情況之告知，或
 - (b) 如無，應將一謹慎保險人於接獲通知時為了瞭解這些重要情況之目的而提出進一步詢問所需之足夠資訊對保險人為告知。
- (5) 在未加詢問的情況下，第4項規定不應要求被保險人告知下列情況：
 - (a) 減少風險，
 - (b) 保險人已知事項，
 - (c) 保險人應知之事項，
 - (d) 假定保險人應知之事項，或
 - (e) 保險人放棄無須告知之事項。
- (6) 第4條至第6條進一步針對被保險人及保險人之知曉為規定，另第7條則為附則規定。

第4條 被保險人知曉

- (1) 為第3條4項a款之目的，本條係規定何謂被保險人已知曉或應知曉。
- (2) 被保險人為個人時，僅於下列情況為已知曉：
 - (a) 其個人已知曉時，且
 - (b) 應負責被保險人保險之個人之一人或數人已知曉者。
- (3) 被保險人非個人，僅於身為下列身份之一人或數人已知曉時，方為知曉：



- (a) part of the insured's senior management, or
- (b) responsible for the insured's insurance
- (4) An insured is not by virtue of subsection (2)(b) or (3)(b) taken to know confidential information known to an individual if—
 - (a) the individual is, or is an employee of, the insured's agent; and
 - (b) the information was acquired by the insured's agent (or by an employee of that agent) through a business relationship with a person who is not connected with the contract of insurance.
- (5) For the purposes of subsection (4) the persons connected with a contract of insurance are—
 - (a) the insured and any other persons for whom cover is provided by the contract, and
 - (b) if the contract re-insures risks covered by another contract, the persons who are (by virtue of this subsection) connected with that other contract.
- (6) Whether an individual or not, an insured ought to know what should reasonably have been revealed by a reasonable search of information available to the insured (whether the search is conducted by making enquiries or by any other means).
- (7) In subsection (6) "information" includes information held within the insured's organisation or by any other person (such as the insured's agent or a person for whom cover is provided by the contract of insurance).
- (8) For the purposes of this section—
 - (a) "employee", in relation to the insured's agent, includes any individual working for the agent, whatever the capacity in which the individual acts,
 - (b) an individual is responsible for the insured's insurance if the individual participates on behalf of the insured in the process of procuring the insured's insurance (whether the individual does so as the insured's employee or agent, as an employee of the insured's agent or in any other capacity), and
 - (c) "senior management" means those individuals who play significant roles in the making of decisions about how the insured's activities are to be managed or organised.

5. Knowledge of insurer

- (1) For the purposes of section 3(5)(b), an insurer knows something only if it is known to one or more of the individuals who participate on behalf of the insurer in the decision whether to take the risk, and if so on what terms (whether the individual does so as the insurer's employee or agent, as an employee of the insurer's agent or in any other capacity).
- (2) For the purposes of section 3(5)(c), an insurer ought to know

- (a) 其為被保險人之資深經理之一部份，或
- (b) 其負責被保險人之保險。
- (4) 於下列情況，被保險人不應因第2項b款或第3項b款而被認定為個人已知某隱密資訊：
 - (a) 該個人為被保險人之代理人或其受雇人；且
 - (b) 該資訊係被保險人之代理人(或該代理人之受雇人)經由與保險契約無關之某人之商業關係而取得者。
- (5) 為第4項之目的，與保險契約有關之人為：
 - (a) 被保險人或該契約提供承保之任何其他人士，及
 - (b) 如該契約之再保險風險為另一契約所承保，該人即為與該其他契約有關之人(就本款規定而言)。
- (6) 無論是否為個人，被保險人透過合理資料搜尋即可合理獲知之被保險人應知事項(無論該搜尋是透過調查或任何其他方式)。
- (7) 第6項所稱之"資訊"包括於被保險人所屬機構或由任何其他人士(例如被保險人之代理人或該保險契約所提供承保之人)所持有之資訊。
- (8) 為本條規定之目的：
 - (a) 與被保險人之代理人有關之"受雇人"，包括為該代理人工作之任何個人，無論該個人作為之身份為何，
 - (b) 如某個人參與並於被保險人保險投保過程中代表被保險人(無論該個人是否以被保險人之受雇人或代理人，或被保險人之代理人之受雇人，或以任何其他身份)，則為負責被保險人保險之個人，且
 - (c) "資深經理"係指對被保險人如何作為之管理及組織之決策方面立於重要地位之數個人。

第5條 保險人知曉

- (1) 為第3條5項b款之目的，保險人已知曉某情事僅限於對保險人是否承保該風險或以怎樣條件承保該風險之決策方面，參與並代表保險人之某個人或數個人(無論該個人是否以保險人之受雇人或代理人，或保險人之代理人之受雇人，或以任何其他身份)。
- (2) 為第3條5項c款之目的，保險人應知曉某情事僅限於下列情況：



- something only if—
- (a) an employee or agent of the insurer knows it, and ought reasonably to have passed on the relevant information to an individual mentioned in subsection (1), or
 - (b) the relevant information is held by the insurer and is readily available to an individual mentioned in subsection (1).
- (3) For the purposes of section 3(5)(d), an insurer is presumed to know—
- (a) things which are common knowledge, and
 - (b) things which an insurer offering insurance of the class in question to insureds in the field of activity in question would reasonably be expected to know in the ordinary course of business.

6. Knowledge: general

- (1) For the purposes of sections 3 to 5, references to an individual's knowledge include not only actual knowledge, but also matters which the individual suspected, and of which the individual would have had knowledge but for deliberately refraining from confirming them or enquiring about them.
- (2) Nothing in this Part affects the operation of any rule of law according to which knowledge of a fraud perpetrated by an individual ("F") either on the insured or on the insurer is not to be attributed to the insured or to the insurer (respectively), where—
 - (a) if the fraud is on the insured, F is any of the individuals mentioned in section 4(2)(b) or (3), or
 - (b) if the fraud is on the insurer, F is any of the individuals mentioned in section 5(1).

7. Supplementary

- (1) A fair presentation need not be contained in only one document or oral presentation.
- (2) The term "circumstance" includes any communication made to, or information received by, the insured.
- (3) A circumstance or representation is material if it would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms.
- (4) Examples of things which may be material circumstances are—
 - (a) special or unusual facts relating to the risk,
 - (b) any particular concerns which led the insured to seek insurance cover for the risk,
 - (c) anything which those concerned with the class of insurance and field of activity in question would generally understand as being something that should be dealt with in a fair presentation of risks of the type in question.
- (5) A material representation is substantially correct if a prudent insurer would not consider the difference between what is represented and what is actually correct to be material.

- (a) 保險人的受僱人或代理人已知曉該情事，且相關資訊已應合理遞送給第1項所述之個人，或
 - (b) 相關資訊為保險人所持有且為第1項所述之個人所備就使用。
- (3) 為第3條5項d款之目的，保險人推定已知下列情況：
- (a) 眾所皆知之事，且
 - (b) 保險人提供給被保險人的保險類別的相關情況，就系爭作業範圍而言，為一般商業過程中合理期待可得而知者。

第6條 知曉：一般人

- (1) 為第3條至第5條之目的，述及某個人知曉不僅包括實際知曉，亦包括該個人已有懷疑且該個人理應有相關知識但卻故意不予以確認或進行相關調查之情況。
- (2) 本部分不應影響被保險人或保險人之某個人(稱"F")為詐欺之知曉而就下列人等所生各自對被保險人或保險人之任何法律規則之適用：
 - (a) 如係被保險人詐欺，F應為第4條2項b款或3項所述之個人，或
 - (b) 如為保險人之詐欺，F應為第5條1項所述之任何個人。

第7條 附則規定

- (1) 一合理說明無須內含於某文件或口頭說明。
- (2) "情況"乙詞包括給被保險人之任何通訊或被保險人所收到的任何訊息。
- (3) 某情況或說明重要與否，取決於其是否會影響一謹慎保險人在決定是否承擔該風險或與哪種條件承擔該風險之判斷。
- (4) 情況重要與否之事項範例如下：
 - (a) 有關風險之特別或不正常事實，
 - (b) 會使被保險人謀求風險承保之任何個別關切情況，
 - (c) 就保險類別及相關作為範疇而言，已屬會予以關切之任何事項，亦即依通常認知，其會將系爭風險情況予以合理說明。
- (5) 重要事項之說明，實質上必須正確無訛，一如一謹慎保險人無法判定所為說明及重要事項之真正正確間之差異一般。



(6) A representation may be withdrawn or corrected before the contract of insurance is entered into.

(6) 於保險契約締結以前，一說明仍得撤回或修正。

8. Remedies for breach

- (1) The insurer has a remedy against the insured for a breach of the duty of fair presentation only if the insurer shows that, but for the breach, the insurer—
 - (a) would not have entered into the contract of insurance at all, or
 - (b) would have done so only on different terms.
- (2) The remedies are set out in Schedule 1.
- (3) A breach for which the insurer has a remedy against the insured is referred to in this Act as a “qualifying breach”.
- (4) A qualifying breach is either—
 - (a) deliberate or reckless, or
 - (b) neither deliberate nor reckless.
- (5) A qualifying breach is deliberate or reckless if the insured—
 - (a) knew that it was in breach of the duty of fair presentation, or
 - (b) did not care whether or not it was in breach of that duty.
- (6) It is for the insurer to show that a qualifying breach was deliberate or reckless.

第8條 違反之救濟

- (1) 保險人得向違反合理說明義務之被保險人請求救濟，但僅限於保險人能證明保險人就該違反已達以下程度：
 - (a) 其將不會締結該保險契約，或
 - (b) 其僅會以不同承保條件為保險契約之締結。
- (2) 相關救濟規定於附錄一。
- (3) 保險人有權向被保險人請求救濟之違反，於本法稱為“確切違反”。
- (4) 確切違反包括下列任一：
 - (a) 蓄意或魯莽，或
 - (b) 暨非蓄意，亦非魯莽。
- (5) 被保險人具下列情況，屬蓄意或魯莽之確切違反：
 - (a) 明知其違反合理說明之義務，或
 - (b) 對於其是否違反該義務毫不在乎。
- (6) 蓄意或魯莽之確切違反由保險人舉證。

PART 3 Warranties And Other Terms

第三部分 擔保及其他條款

9. Warranties and representations

- (1) This section applies to representations made by the insured in connection with—
 - (a) a proposed non-consumer insurance contract, or
 - (b) a proposed variation to a non-consumer insurance contract.
- (2) Such a representation is not capable of being converted into a warranty by means of any provision of the non-consumer insurance contract (or of the terms of the variation), or of any other contract (and whether by declaring the representation to form the basis of the contract or otherwise).

第9條 擔保及說明

- (1) 本條適用於被保險人就下列事項所為之說明：
 - (a) 欲締結一非消費者保險契約，或
 - (b) 欲變更一非消費者保險契約。
- (2) 於非消費者保險契約(或其變更條款)或任何其他契約(以及無論是否聲明為契約基本條款之說明與否)之說明，均不得以任何條款方式轉換成擔保條款。

10. Breach of warranty

- (1) Any rule of law that breach of a warranty (express or implied) in a contract of insurance results in the discharge of the insurer’s liability under the contract is abolished.
- (2) An insurer has no liability under a contract of insurance in respect of any loss occurring, or attributable to something happening, after a warranty (express or implied) in the contract has been breached but before the breach has been remedied.

第10條 擔保之違反

- (1) 任何有關保險契約內擔保之違反(明示或默示)造成保險人解除其契約責任之法律規則，予以廢除。
- (2) 於契約擔保(明示或默示)業已違反但在該違反獲得補救以前，有關保險契約所生之任何損失或所導致之任何事故，保險人均無須承擔責任。



- (3) But subsection (2) does not apply if—
- (a) because of a change of circumstances, the warranty ceases to be applicable to the circumstances of the contract,
 - (b) compliance with the warranty is rendered unlawful by any subsequent law, or
 - (c) the insurer waives the breach of warranty.
- (4) Subsection (2) does not affect the liability of the insurer in respect of losses occurring, or attributable to something happening—
- (a) before the breach of warranty, or
 - (b) if the breach can be remedied, after it has been remedied.
- (5) For the purposes of this section, a breach of warranty is to be taken as remedied—
- (a) in a case falling within subsection (6), if the risk to which the warranty relates later becomes essentially the same as that originally contemplated by the parties,
 - (b) in any other case, if the insured ceases to be in breach of the warranty.
- (6) A case falls within this subsection if—
- (a) the warranty in question requires that by an ascertainable time something is to be done (or not done), or a condition is to be fulfilled, or something is (or is not) to be the case, and
 - (b) that requirement is not complied with.
- (7) In the Marine Insurance Act 1906—
- (a) in section 33 (nature of warranty), in subsection (3), the second sentence is omitted,
 - (b) section 34 (when breach of warranty excused) is omitted.
- (3) 但於以下情況，第2項規定不適用之：
- (a) 因情事變更，該契約依情況中止擔保條款之適用，
 - (b) 因任何後來法律規定，認定該擔保條款為違法者，或
 - (c) 保險人就擔保條款之違反為放棄權利主張者。
- (4) 第2項規定於下列情況下，不影響保險人有關所生之任何損失或所導致之任何事故：
- (a) 於違反擔保條款前，或
 - (b) 如該擔保得被補救，於其業被補救之前。
- (5) 為本條規定之目的，擔保之違反於下列情況下應被認定為可獲補救：
- (a) 於符合第6項情況時，如與該擔保有關之風險於稍後大致上變成與當事人如原本履行時時之同樣情況，
 - (b) 於其他情況，如被保險人停止違反擔保。
- (6) 於下列情況，即屬符合本項規定：
- (a) 系爭擔保要求於某一可確定的時間內完成(或不完成)某事，或必須履行某條件，或發生(或不發生)某情況之事件，且
 - (b) 而該要求並未被遵守。
- (7) 於1906年海上保險法：
- (a) 於第33條(擔保性質)，第3項第2句話刪除，
 - (b) 第34條(何時違反擔保可獲寬免)刪除。

11. Terms not relevant to the actual loss

- (1) This section applies to a term (express or implied) of a contract of insurance, other than a term defining the risk as a whole, if compliance with it would tend to reduce the risk of one or more of the following—
- (a) loss of a particular kind,
 - (b) loss at a particular location,
 - (c) loss at a particular time.
- (2) If a loss occurs, and the term has not been complied with, the insurer may not rely on the non-compliance to exclude, limit or discharge its liability under the contract for the loss if the insured satisfies subsection (3).
- (3) The insured satisfies this subsection if it shows that the non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.
- (4) This section may apply in addition to section 10.
- 第11條 無關於實際損失之條款
- (1) 除某風險被定義為一整體風險之條款外，本條適用於任何保險契約之條款(明示或默示)，於其遵守時能降低下列一或更多風險者：
- (a) 特定種類之損失，
 - (b) 於特定地點之損失，
 - (c) 於特定時間之損失。
- (2) 如損失已發生，且該條款並未遵守，保險人不得主張該未遵守而藉以排除、限定或解除其於契約下如被保險人滿足第3項規定時之損失責任。
- (3) 被保險人如能證明未遵守該條款並未因此增加如其發生之情況下會實際發生之損失風險時，被保險人即屬滿足此項規定。
- (4) 本項規定於第10條規定外另外予以適用。



PART 4 Fraudulent Claims

第四部分 詐欺性求償

12. Remedies for fraudulent claims

- (1) If the insured makes a fraudulent claim under a contract of insurance—
 - (a) the insurer is not liable to pay the claim,
 - (b) the insurer may recover from the insured any sums paid by the insurer to the insured in respect of the claim, and
 - (c) in addition, the insurer may by notice to the insured treat the contract as having been terminated with effect from the time of the fraudulent act.
- (2) If the insurer does treat the contract as having been terminated—
 - (a) it may refuse all liability to the insured under the contract in respect of a relevant event occurring after the time of the fraudulent act, and
 - (b) it need not return any of the premiums paid under the contract.
- (3) Treating a contract as having been terminated under this section does not affect the rights and obligations of the parties to the contract with respect to a relevant event occurring before the time of the fraudulent act.
- (4) In subsections (2)(a) and (3), “relevant event” refers to whatever gives rise to the insurer’s liability under the contract (and includes, for example, the occurrence of a loss, the making of a claim, or the notification of a potential claim, depending on how the contract is written).

第12條 詐欺性求償之救濟

- (1) 如被保險人於一保險契約下作出詐欺性求償，則：
 - (a) 保險人不負責支付該求償，
 - (b) 保險人得向被保險人請求返還保險人就該求償所支付給被保險人之任何數額，
 - (c) 此外，保險人得通知被保險人該契約予以終止並自詐欺行為時起生效。
- (2) 如保險人未主張契約終止，則，
 - (a) 詐欺行為以後相關事件所生依約對被保險人的所有責任，其可拒絕理賠，且
 - (b) 其無須返還已依約支付之任何保險費。
- (3) 依本條規定主張契約終止，不影響詐欺行為以前所生相關事件各方於契約下之權利及義務。
- (4) 於第2項a款及第3項，“相關事件”係指保險人依約應承擔之責任(且包括，例如損失之發生、求償之提出、潛在求償之通知，依契約書面如何約定為定)

13. Remedies for fraudulent claims: group insurance

- (1) This section applies where—
 - (a) a contract of insurance is entered into with an insurer by a person (“A”),
 - (b) the contract provides cover for one or more other persons who are not parties to the contract (“the Cs”), whether or not it also provides cover of any kind for A or another insured party, and
 - (c) a fraudulent claim is made under the contract by or on behalf of one of the Cs (“CF”).
- (2) Section 12 applies in relation to the claim as if the cover provided for CF were provided under an individual insurance contract between the insurer and CF as the insured; and, accordingly—
 - (a) the insurer’s rights under section 12 are exercisable only in relation to the cover provided for CF, and
 - (b) the exercise of any of those rights does not affect the cover provided under the contract for anyone else.

第13條 詐欺性求償之救濟：團體保險

- (1) 本條規定適用於下列情況：
 - (a) 由一方(A)與保險人締結的保險契約，
 - (b) 該契約提供一或多人以上非契約當事人之其他人(Cs)之承保，而無論其適用提供A或另一被保險人之同類承保，且
 - (c) 於契約下所提出詐欺性求償係Cs或代表Cs之人所為(CF)。
- (2) 第12條適用於如提供給CF的承保係基於保險人與該CF作為被保險人之個人保險契約所提供之情況；且因此
 - (a) 保險人於本第12條可得主張的權利僅限於提供給該CF的承保部分，且
 - (b) 前述任何權利的行使不應影響該契約對其他人所提供之承保。
- (3) 依第2項規定為適用時，第12條應適



- (3) In its application by virtue of subsection (2), section 12 is subject to the following particular modifications—
- (a) the first reference to “the insured” in subsection (1)(b) of that section, in respect of any particular sum paid by the insurer, is to whichever of A and CF the insurer paid the sum to; but if a sum was paid to A and passed on by A to CF, the reference is to CF,
 - (b) the second reference to “the insured” in subsection (1)(b) is to A or CF,
 - (c) the reference to “the insured” in subsection (1)(c) is to both CF and A,
 - (d) the reference in subsection (2)(b) to the premiums paid under the contract is to premiums paid in respect of the cover for CF.

PART 5 Good Faith And Contracting Out

Good faith

14. Good faith

- (1) Any rule of law permitting a party to a contract of insurance to avoid the contract on the ground that the utmost good faith has not been observed by the other party is abolished.
- (2) Any rule of law to the effect that a contract of insurance is a contract based on the utmost good faith is modified to the extent required by the provisions of this Act and the Consumer Insurance (Disclosure and Representations) Act 2012.
- (3) Accordingly—
 - (a) in section 17 of the Marine Insurance Act 1906 (marine insurance contracts are contracts of the utmost good faith), the words from “, and” to the end are omitted, and
 - (b) the application of that section (as so amended) is subject to the provisions of this Act and the Consumer Insurance (Disclosure and Representations) Act 2012.
- (4) In section 2 of the Consumer Insurance (Disclosure and Representations) Act 2012 (disclosure and representations before contract or variation), subsection (5) is omitted.

Contracting out

15. Contracting out: consumer insurance contracts

- (1) A term of a consumer insurance contract, or of any other contract, which would put the consumer in a worse position as respects any of the matters provided for in Part 3 or 4 of this Act than

用以下特別修訂：

- (a) 該條第1項b款首次述及“該被保險人”，就有關保險人所支付的任何特定款項，應為該保險人所支付A或CF之數額；但如該數額係支付給A，或由A轉付給CF，則為CF。
- (b) 第1項b款第二次述及“該被保險人”係同時指CF及A。
- (c) 第1項c款述及“該被保險人”係同時指CF及A。
- (d) 第2項b款述及依契約已付保費係指有關承保CF所支付的保費。

第五部分 誠信及契約排除

誠信

第14條 誠信

- (1) 允許保險契約之一方得基於他方不知之最大誠信原則而使契約無效之任何法律規則予以廢止。
- (2) 具有保險契約係基於最大誠信契約效力之任何法律規則，就本法及2012年消費者保險(告知及說明)法所規定之範圍，予以修正。
- (3) 因此：
 - (a) 1906年海上保險法第17條(海上保險契約為最大誠信契約)自“，及”以後予以刪除，且
 - (b) 該條適用時(依前述修正)應適用本法及2012年消費者保險(告知及說明)法之規定。
- (4) 2012年消費者保險(告知及說明)法第2條(於締約或續約時之告知及說明)，其第5項予以刪除。

契約排除

第15條 契約排除：消費者保險契約

- (1) 消費者保險契約或任何其他契約之條款，如將消費者處於比本法第三部分及第四部分所規定之事項更為不利地



the consumer would be in by virtue of the provisions of those Parts (so far as relating to consumer insurance contracts) is to that extent of no effect.

- (2) In subsection (1) references to a contract include a variation.
- (3) This section does not apply in relation to a contract for the settlement of a claim arising under a consumer insurance contract.

16. Contracting out: non-consumer insurance contracts

- (1) A term of a non-consumer insurance contract, or of any other contract, which would put the insured in a worse position as respects representations to which section 9 applies than the insured would be in by virtue of that section is to that extent of no effect.
- (2) A term of a non-consumer insurance contract, or of any other contract, which would put the insured in a worse position as respects any of the other matters provided for in Part 2, 3 or 4 of this Act than the insured would be in by virtue of the provisions of those Parts (so far as relating to non-consumer insurance contracts) is to that extent of no effect, unless the requirements of section 17 have been satisfied in relation to the term.
- (3) In this section references to a contract include a variation.
- (4) This section does not apply in relation to a contract for the settlement of a claim arising under a non-consumer insurance contract.

17. The transparency requirements

- (1) In this section, "the disadvantageous term" means such a term as is mentioned in section 16(2).
- (2) The insurer must take sufficient steps to draw the disadvantageous term to the insured's attention before the contract is entered into or the variation agreed.
- (3) The disadvantageous term must be clear and unambiguous as to its effect.
- (4) In determining whether the requirements of subsections (2) and (3) have been met, the characteristics of insured persons of the kind in question, and the circumstances of the transaction, are to be taken into account.
- (5) The insured may not rely on any failure on the part of the insurer to meet the requirements of subsection (2) if the insured (or its agent) had actual knowledge of the disadvantageous term when the contract was entered into or the variation agreed.

18. Contracting out: group insurance contracts

- (1) This section applies to a contract of insurance referred to in section 13(1)(a);

位(就有關消費者保險契約範圍而言), 就該部分不具效力。

- (2) 第1項規定述及契約包括契約變更。
- (3) 本條規定不適用於消費者保險契約所發生之求償和解協議。

第16條 契約排除：非消費者保險契約

- (1) 非消費者保險契約或任何其他契約之條款, 而該條款會使被保險人處於比第9條規定事項更為不利地位, 就該部分範圍不具效力。
- (2) 非消費者保險契約或任何其他契約之條款, 如將非消費者處於比本法第二、三及或四部分所規定之事項更為不利地位(就有關非消費者保險契約範圍而言), 除依第17條有關該條款之要求業已滿足者外, 就該部分不具效力。
- (3) 本條規定述及契約包括契約變更。
- (4) 本條規定不適用於非消費者保險契約所發生之求償和解協議。

第17條 透明化要求

- (1) 於本條, "不利條款"係指第16條第2項所述之條款。
- (2) 於保險契約締結或達成契約變更協議前, 保險人應採取充分措施讓被保險人能注意並瞭解不利條款。
- (3) 不利條款應清楚明白, 始具效力。
- (4) 於認定是否符合第2項及第3項要求時, 系爭被保險人個人特質及交易情況均列入考量。
- (5) 如被保險人(或其代理人)於契約締結時或達成契約變更協議時已實際知曉該不利條款者, 被保險人不得主張保險人疏於符合第2項相關要求。

第18條 締約排除：團體保險契約

- (1) 本條適用於第13條1項a款所述及之保



and in this section—

“A” and “the Cs” have the same meaning as in section 13,

“consumer C” means an individual who is one of the Cs, where the cover provided by the contract for that individual would have been a consumer insurance contract if entered into by that person rather than by A, and

“non-consumer C” means any of the Cs who is not a consumer C.

- (2) A term of the contract of insurance, or any other contract, which puts a consumer C in a worse position as respects any matter dealt with in section 13 than that individual would be in by virtue of that section is to that extent of no effect.
- (3) A term of the contract of insurance, or any other contract, which puts a non-consumer C in a worse position as respects any matter dealt with in section 13 than that person would be in by virtue of that section is to that extent of no effect, unless the requirements of section 17 have been met in relation to the term.
- (4) Section 17 applies in relation to such a term as it applies to a term mentioned in section 16(2), with references to the insured being read as references to A rather than the non-consumer C.
- (5) In this section references to a contract include a variation.
- (6) This section does not apply in relation to a contract for the settlement of a claim arising under a contract of insurance to which this section applies.

險契約；

且於本條文：

“A”及“Cs”同第13條內所為之意義。

“消費者C”係指Cs中之某一個人，該契約對該個人所提供之承保為一非由A之該人所締結之消費者保險契約，且

“非消費者C”係指非消費者C之Cs其他人。

- (2) 保險契約或任何其他契約之條款，該條款會使消費者C處於比第13條規定事項比該個人更為不利地位，就該部分範圍不具效力。
- (3) 保險契約或任何其他契約之條款，如將非消費者C處於比第13條所規定之事項更為不利該人於該條之地位者，除依第17條有關該條款之要求業已滿足，就該部分不具效力。
- (4) 第17條有關該條款之適用就如同第16條第2項適用於該條款一般，述及被保險人者，應指A，而非消費者C。
- (5) 本條規定述及契約包括契約變更。
- (6) 本條規定不適用於本條所適用之保險契約所發生之求償和解協議。

PART 6 Amendment of The Third Parties (Rights Against Insurers) Act 2010

第六部分 2010年第三人(向保險人請求權利)法之修正

19. Power to change meaning of “relevant person” for purposes of 2010 Act

第19條 為2010年法變更”相關人”意義之權力

For section 19 of the Third Parties (Rights against Insurers) Act 2010 (power to amend sections 4 to 6 of the Act) substitute—

2010年第三人(向保險人請求權利)法第19條(修正該法第4條至第6條之權力)，以下列條文替代之：

“19 Power to change the meaning of “relevant person”

“第19條 變更”相關人”意義之權力”

- (1) The Secretary of State may by regulations make provision adding or removing circumstances in which a person is a “relevant person” for the purposes of this Act, subject to subsection (2).
- (2) Regulations under this section may add circumstances only if, in the Secretary of State’s opinion, the additional circumstances—
 - (a) involve actual or anticipated dissolution of a body corporate or an unincorporated body,
 - (b) involve actual or anticipated insolvency or other financial difficulties for an individual, a body corporate or an unincorporated body, or
 - (c) are similar to circumstances for the time being described in sections 4 to 7.

- (1) 國務大臣得制訂規則，於適用第2項規定之情況下，增加或移除為本法目的之“關係人”之人之情況。
- (2) 本條規則僅於下列情況增加之情況下，依國務大臣的決定，得增加情況：
 - (a) 涉及法人團體或非公司法人之實際或預期解散，
 - (b) 涉及個人、法人團體或非公司法人之實際或預期破產或其他財務困難，或
 - (c) 第4條至第7條所現時規定之類似狀況。



- (3) Regulations under this section may make provision about—
- (a) the persons to whom, and the extent to which, rights are transferred under section 1 in the circumstances added or removed by the regulations (the “affected circumstances”),
 - (b) the re-transfer of rights transferred under section 1 where the affected circumstances change, and
 - (c) the effect of a transfer of rights under section 1 on the liability of the insured in the affected circumstances.
- (4) Regulations under this section which add or remove circumstances involving actual or anticipated dissolution of a body corporate or unincorporated body may change the cases in which the following provisions apply so that they include or exclude cases involving that type of dissolution or any other type of dissolution of a body—
- (a) section 9(3) (cases in which transferred rights are not subject to a condition requiring the insured to provide information or assistance to the insurer), and
 - (b) paragraph 3 of Schedule 1 (notices requiring disclosure).
- (5) Regulations under this section which add circumstances may provide that section 1 of this Act applies in cases involving those circumstances in which either or both of the following occurred in relation to a person before the day on which the regulations come into force—
- (a) the circumstances arose in relation to the person;
 - (b) a liability against which the person was insured under an insurance contract was incurred.
- (6) Regulations under this section which—
- (a) add circumstances, and
 - (b) provide that section 1 of this Act applies in a case involving those circumstances in which both of the events mentioned in subsection (5)(a) and (b) occurred in relation to a person before the day on which the regulations come into force,
- must provide that, in such a case, the person is to be treated for the purposes of this Act as not having become a relevant person until that day or a later day specified in the regulations.
- (7) Regulations under this section which remove circumstances may provide that section 1 of this Act does not apply in cases involving those circumstances in which one of the events mentioned in subsection (5)(a) and (b) (but not both) occurred in relation to a person before the day on which the regulations come into force.
- (8) Regulations under this section may—
- (a) include consequential, incidental, supplementary, transitional, transitory or saving provision,
 - (b) make different provision for different purposes, and
 - (c) make provision by reference to an enactment as amended, extended or applied from time to time, (and subsections (3) to (7) are without prejudice to the generality of this subsection).
- (9) Regulations under this section may amend an enactment, whenever passed or made, including this Act.
- (10) Regulations under this section are to be made by statutory
- (3) 依本條所制訂的規則可針對下列事項為規定：
- (a) 依該規則所增加或移除之情況(稱“受影響情況”)，而依第1條規定所為權利讓與之人及其範圍，
 - (b) 於受影響情況有所變動時，依第1條為權利讓與之再移轉人，且
 - (c) 依第1條權利讓與之效力屬被保險人於受影響情況下之責任。
- (4) 涉及法人團體或非公司法人之實際或預期解散，而依本條所制訂增加或移除情況之規則，得變更下列所適用之規定，以使其能納入或排除法人解散類型或任何其他解散之類型：
- (a) 第9條第3項(權利讓與時無要求被保險人應提供資料或協助給保險人作為條件)，及
 - (b) 附錄一第三條(要求告知之通知)。
- (5) 依本條所制訂增加情況之規則，得規定於該規則生效日期以前所發生涉及下列情況之一或二之案件，得適用本法第1條之規定：
- (a) 有關該人所發生之情況；
 - (b) 承保某人於某保險契約下所發生之責任。
- (6) 依本條所制訂之規則，如係
- (a) 增加情況，及
 - (b) 規定本法第1條可適用於該規則生效日期以前所發生涉及某人均發生第5項a款及b款事件之情況時，
- 則該規則必須規定，於該情況，為本法之目的，於該規則所指定之日期或更後日期以前，該人不應被認為關係人。
- (7) 依本條所制訂移除某情況之規則，得規定該規則生效日期以前所發生涉及某人發生第5項a款及b款事件(無須二者一併發生)之情況時，本法第1條規定不適用之。
- (8) 依本條所制訂之規則，得規定：
- (a) 包括重大、偶發、附帶、過渡、暫時或保留之規定，
 - (b) 為不同目的為不同規定，及
 - (c) 以法令修訂、擴張或暫時適用(且第3項至第7項不應損及本項規定之一般性)為規定。
- (9) 本條所規定之規則得經由立法方式，無論係以通過或制訂方式，包括透過本法。
- (10) 本條所規定之規則應以法定文書方式為之。



instrument.

- (11) Regulations under this section may not be made unless a draft of the statutory instrument containing the regulations has been laid before, and approved by a resolution of, each House of Parliament.”

20. Other amendments

Schedule 2 amends the Third Parties (Rights against Insurers) Act 2010 in relation to the insured persons to whom the Act applies.

PART 7 General

21. Provision consequential on Part 2

- (1) The provision made by this section is consequential on Part 2 of this Act.
- (2) In the Marine Insurance Act 1906, sections 18 (disclosure by assured), 19 (disclosure by agent effecting insurance) and 20 (representations pending negotiation of contract) are omitted.
- (3) Any rule of law to the same effect as any of those provisions is abolished.
- (4) In section 152 of the Road Traffic Act 1988 (exceptions to duty of insurers to satisfy judgment against persons insured against third-party risks)—
- (a) in subsection (2)—
- (i) in paragraph (a), for “it either under the Consumer Insurance (Disclosure and Representations) Act 2012 or, if that Act does not apply,” substitute “the policy under either of the relevant insurance enactments, or the security”;
- (ii) in paragraph (b), for “or security under that Act or” substitute “under either of the relevant insurance enactments, or the security”;
- (b) in subsection (3), after “specifying” insert “the relevant insurance enactment or, in the case of a security,”;
- (c) after subsection (4) add—
- “(5) In this section, “relevant insurance enactment” means the Consumer Insurance (Disclosure and Representations) Act 2012 or Part 2 of the Insurance Act 2015.”
- (5) In Article 98A of the Road Traffic (Northern Ireland) Order 1981 (S.I. 1981/154 (N.I.)) (exceptions to duty of insurers to satisfy judgement against persons insured against third party risks)—
- (a) in paragraph (2)—
- (i) in paragraph (a), for “it either under the Consumer Insurance Act (Disclosure and Representations) Act 2012 or, if that Act does not apply,” substitute “the

- (11)本條所規定之規則，除內含該規則之法定文書草案業經國會頒佈或決議批准，否則不得制訂。

第20條 其他修正

附錄二修正2010年第三人(向保險人請求權利)法有關本法所適用之被保險人。

第七部分 通則

第21條 第二部分之附加規定

- (1)本條所作出的規定為本法第二部分之附加規定。
- (2)1906年海上保險法第18條(被保險人告知)、第19條(投保之代理人之告知)及第20條(締約期間之說明)予以刪除。
- (3)任何與這些條款具同樣效果之法律規則均予以廢止。
- (4)於1988年道路運輸法第152條(保險人完全履行被保險人對第三人風險之判決責任者除外)：
- (a)於第2項：
- (i)於第a款，以“依2012年消費者保險(告知及說明)法或如該法不適用時”取代“依相關保險法令或擔保之保單”；
- (ii)於第b款，以“或依該法之擔保或”取代“依相關保險法令或擔保”；
- (b)於第3項，於“特別指定”之後加上“相關保險法令或於擔保的情況下，”；
- (c)於第4項之後增列：
- “(5)於本條規定，”相關保險法令”係指2012年消費者保險(告知及說明)法或2015年保險法第二部分。”
- (5)於1981年道路運輸法(北愛爾蘭)第98A條(法案編號S.I.1981/154(N.I.))(保險人完全履行被保險人對第三人風險之判決責任者除外)：
- (a)於第2項：
- (i)於第a款，以“依2012年消費者保險(告知及說明)法或如該法不適用時”取代“依相關保險法令



- policy under either of the relevant insurance enactments, or the security”;
- (ii) in paragraph (b), for “or security under that Act or” substitute “under either of the relevant insurance enactments, or the security”;
- (b) in paragraph (3), after “specifying” insert “the relevant insurance enactment or, in the case of a security,”;
- (c) after paragraph (4) add—
“(5) In this Article, “relevant insurance enactment” means the Consumer Insurance (Disclosure and Representations) Act 2012 or Part 2 of the Insurance Act 2015.”
- (6) In section 11 of the Consumer Insurance (Disclosure and Representations) Act 2012 (consequential provision), subsections (1) and (2) are omitted.
- 或擔保之保單”。
- (ii) 於第b款，以”或依該法之擔保或”取代”依相關保險法令或擔保”；
- (b) 於第3項，於”特別指定”之後加上”相關保險法令或於擔保的情況下，”；
- (c) 於第4項之後增列：
“(5) 於本條規定，”相關保險法令”係指2012年消費者保險(告知及說明)法或2015年保險法第二部分。”
- (6) 2012年消費者保險(告知及說明)法第11條(重大條款)第1項及第2項刪除。

22. Application etc of Parts 2 to 5

- (1) Part 2 (and section 21) and section 14 apply only in relation to—
(a) contracts of insurance entered into after the end of the relevant period, and
(b) variations, agreed after the end of the relevant period, to contracts of insurance entered into at any time.
- (2) Parts 3 and 4 of this Act apply only in relation to contracts of insurance entered into after the end of the relevant period, and variations to such contracts.
- (3) In subsections (1) and (2) “the relevant period” means the period of 18 months beginning with the day on which this Act is passed.
- (4) Unless the contrary intention appears, references in Parts 2 to 5 to something being done by or in relation to the insurer or the insured include its being done by or in relation to that person’s agent.
- 第22條 第二至第五部分之適用
- (1) 第二部分(及第21條)及第14條僅適用於：
(a) 於相關期間屆滿之後所締結之保險契約，且
(b) 於相關期間屆滿之後，就於任何時間所締結之保險契約所達成之變更協議。
- (2) 本法第三及第四部分僅適用於相關期間屆滿後所締結之保險契約及有關該契約之變更。
- (3) 第1項及第2項之”相關期間”係指本法通過日期起算18個月之期間。
- (4) 除另有相反規定外，第二至第五部分述及保險人或被保險人所為或有關之任何事項，包括由該人之代理人所為或與之有關之事項。

23. Extent, commencement and short title

- (1) This Act extends to England and Wales, Scotland and Northern Ireland, except for—
(a) section 21(4), which does not extend to Northern Ireland; and
(b) section 21(5), which extends to Northern Ireland only.
- (2) This Act (apart from Part 6 and this section) comes into force at the end of the period of 18 months beginning with the day on which it is passed.
- (3) In Part 6—
(a) section 19 comes into force at the end of the period of two months beginning with the day on which this Act is passed; and
(b) section 20 and Schedule 2 come into force on the day
- 第23條 適用範圍、生效日及簡稱
- (1) 除下列規定外，本法擴大適用於英格蘭及威爾斯、蘇格蘭及北愛爾蘭：
(a) 第21條第4項不擴大適用於北愛爾蘭；且
(b) 第21條第5項僅擴大適用於北愛爾蘭。
- (2) 本法(第六部分及本條)於本法通過之日起算18個月期間屆滿後生效。
- (3) 於第六部分：
(a) 第19條規定於本法通過之日起算2個月期間屆滿後生效；且



appointed under section 21(2) of the Third Parties (Rights against Insurers) Act 2010 for the coming into force of that Act.

- (4) This section comes into force on the day on which this Act is passed.
- (5) This Act may be cited as the Insurance Act 2015.

(b) 第20條及附錄二於2010年第三人(向保險人請求權利)法第21條第2項為該法生效所指定之生效日起生效。

(4) 本條於本法通過日生效。

(5) 本法簡稱為2015年保險法。

SCHEDULES

附錄

SCHEDULE 1

附錄一

Section 8(2).

Insurers' Remedies for Qualifying Breaches

第8條第2項
保險人對於確切違反之救濟

PART 1 CONTRACTS

第一部份 契約

General

1. This Part of this Schedule applies to qualifying breaches of the duty of fair presentation in relation to non-consumer insurance contracts (for variations to them, see Part 2).

通則

1. 本附錄本部分適用於有關非消費者保險契約之合理說明義務之確切違反(有關契約變更部分, 見第二部分)。

Deliberate or reckless breaches

2. If a qualifying breach was deliberate or reckless, the insurer—

- (a) may avoid the contract and refuse all claims, and
- (b) need not return any of the premiums paid.

蓄意或魯莽違反

2. 如確切違反為蓄意或魯莽, 則保險人得:

(a) 主張契約無效且拒絕所有求償, 且

(b) 無須返還已支付的保險費。

Other breaches

3. Paragraphs 4 to 6 apply if a qualifying breach was neither deliberate nor reckless.

4. If, in the absence of the qualifying breach, the insurer would not have entered into the contract on any terms, the insurer may avoid the contract and refuse all claims, but must in that event return the premiums paid.

5. If the insurer would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms if the insurer so requires.

6.

(1) In addition, if the insurer would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, the insurer may reduce proportionately the amount to be paid on a claim.

(2) In sub-paragraph (1), “reduce proportionately” means that the insurer need pay on the claim only X% of what it would

其他違反

3. 第4至6條適用於非蓄意或魯莽之確切違反情況。

4. 假設在無確切違反的情況下, 保險人將不會締結任何條件之保險契約, 保險人得主張契約無效並拒絕所有求償, 但於此情況仍應返還已支付的保費。

5. 如保險人會締結契約, 但會以不同條件(以保費有關條件以外之條件), 該契約應以保險人本應締結之不同條件方式為處理。

6.

(1) 此外, 如保險人業已締結契約(無論該條件為保費以外之條件是否同一或有差異), 但會收取較高保費者, 保險人得依比例降低應支付之求償。

(2) 第1款“比例降低”係指保險人所需支付求償與其依保險條款下原應支付賠



otherwise have been under an obligation to pay under the terms of the contract (or, if applicable, under the different terms provided for by virtue of paragraph 5), where—

$$X = \frac{\text{Premium actually charged}}{\text{Higher premium}} \times 100$$

PART 2 Variations

General

7. This Part of this Schedule applies to qualifying breaches of the duty of fair presentation in relation to variations to non-consumer insurance contracts.

Deliberate or reckless breaches

8. If a qualifying breach was deliberate or reckless, the insurer—

- (a) may by notice to the insured treat the contract as having been terminated with effect from the time when the variation was made, and
- (b) need not return any of the premiums paid.

Other breaches

9.

- (1) This paragraph applies if—
 - (a) a qualifying breach was neither deliberate nor reckless, and
 - (b) the total premium was increased or not changed as a result of the variation.
- (2) If, in the absence of the qualifying breach, the insurer would not have agreed to the variation on any terms, the insurer may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
- (3) If sub-paragraph (2) does not apply—
 - (a) if the insurer would have agreed to the variation on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms if the insurer so requires, and
 - (b) paragraph 11 also applies if (in the case of an increased premium) the insurer would have increased the premium by more than it did, or (in the case of an unchanged premium) the insurer would have increased the premium.

10.

- (1) This paragraph applies if—
 - (a) a qualifying breach was neither deliberate nor reckless, and
 - (b) the total premium was reduced as a result of the variation.
- (2) If, in the absence of the qualifying breach, the insurer would not have agreed to the variation on any terms, the insurer may treat the contract as if the variation was never made, and paragraph 11

款間(或如適用時,依第5項所規定之不同承保條件)之某一百分比(X%),計算方式如下:

$$X = \frac{\text{實際恰收保費}}{\text{較高保費}} \times 100$$

第二部分 變更

通則

7. 本附錄本部分適用於有關非消費者保險契約為變更時之合理說明義務之確切違反。

蓄意或魯莽違反

8. 如確切違反為蓄意或魯莽,則保險人:

- (a) 得通知被保險人,主張契約自變更時終止,且
- (b) 無須返還已經支付的保險費。

其他違反

9.

- (1) 本條規定僅於下列情況下適用:
 - (a) 既非蓄意亦非魯莽之確切違反,且
 - (b) 總保費增加或未因該變更而恰收保費。
- (2) 假設在無確切違反的情況下,保險人將不會同意以任何條件為保險契約之變更者,保險人得主張契約以從未變更一般為處理,但於此情況仍應返還已支付的保費。
- (3) 於第2項不適用時:
 - (a) 如保險人會同意以不同條件(有關保費之條件除外)為契約變更者,該變更應以一如保險人如是要求,以該不同條件為締結一般為處理,且
 - (b) 如會比其所要求的增加更多保費(於有增加保費之情況),或保險人會增加保費時(於未增加保費之情況),第11項情況仍應適用之。

10.

- (1) 本項規定僅於下列情況下適用:
 - (a) 非蓄意亦非魯莽之確切違反,且
 - (b) 總保費因該變更而降低。
- (2) 假設在無確切違反的情況下,保險人將不會同意以任何條件為保險契約之變更者,保險人得主張契約以從未變



also applies.

- (3) If sub-paragraph (2) does not apply—
- (a) if the insurer would have agreed to the variation on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms if the insurer so requires, and
- (b) paragraph 11 also applies if the insurer would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did.

Proportionate reduction

- 11.
- (1) If this paragraph applies, the insurer may reduce proportionately the amount to be paid on a claim arising out of events after the variation.
- (2) In sub-paragraph (1), “reduce proportionately” means that the insurer need pay on the claim only Y% of what it would otherwise have been under an obligation to pay under the terms of the contract (whether on the original terms, or as varied, or under the different terms provided for by virtue of paragraph 9(3)(a) or 10(3)(a), as the case may be), where—

$$Y = \frac{\text{Total premium actually charged}}{P} \times 100$$

- (3) In the formula in sub-paragraph (2), “P”—
- (a) in a paragraph 9(3)(b) case, is the total premium the insurer would have charged,
- (b) in a paragraph 10(2) case, is the original premium,
- (c) in a paragraph 10(3)(b) case, is the original premium if the insurer would not have changed it, and otherwise the increased or (as the case may be) reduced total premium the insurer would have charged.

PART 3 Supplementary

Relationship with section 84 of the Marine Insurance Act 1906

12. Section 84 of the Marine Insurance Act 1906 (return of premium for failure of consideration) is to be read subject to the provisions of this Schedule in relation to contracts of marine insurance which are non-consumer insurance contracts.

SCHEDULE 2

Section 20 Rights of Third Parties Against Insurers: Relevant

更一般為處理，且第 11 項情況仍應適用之。

- (3) 於第 2 項不適用的情況下：
- (a) 如保險人會同意以不同條件(有關保費之條件除外)為契約變更者，該變更應以一如保險人如是要求，以該不同條件為締結一般為處理，且
- (b) 如保險人會增加保費，或不會減少保費，或不會降低比原先恰收之保費額度時，第 11 項情況仍應適用之。

比例降低

- 11.
- (1) 於適用本項時，保險人得按比例降低於契約變更後之事故所生之求償。
- (2) 第 1 款“比例降低”係指保險人所需支付求償與其依保險條款下原應支付賠款間(無論原先條款、變更條款、或依第 9 條 3 項 a 款或第 10 條 3 項 a 款所規定之不同承保條件)之某一百分比(Y%)，計算方式如下：

$$Y = \frac{\text{實際恰收總保費}}{P} \times 100$$

- (3) 第 2 款之公式，“P”係指：
- (a) 於第 9 條 3 項 b 款情況，為保險人原恰收的總保費，
- (b) 於第 10 條 2 項情況，為原保費，
- (c) 於第 10 條 3 項 b 款情況，為保險人未恰收時之應有保費，及所增加或(如有此情況)減少的保險人原所恰收之總保費。

第三部分 附則

與 1906 年海上保險法第 84 條間之關係

12. 1906 年海上保險法第 84 條(欠缺約因時之保費返還)應解讀為適用有關非屬消費者保險契約之海上保險契約之本附錄規定。

附錄二

第 20 條 第三人對保險人請求權利：相



Insured Persons

關被保險之人

1. The Third Parties (Rights against Insurers) Act 2010 is amended as follows.

1. 2010 年第三人(向保險人請求權利)法修正如後。

Individuals subject to debt relief orders in Northern Ireland

於北愛爾蘭適用債務免除之個人

2.

2. (1)第4條(相關人：個人)修正如後。

(1) Section 4 (relevant persons: individuals) is amended as follows.
(2) In subsection (3), after paragraph (b) (deed of arrangements registered under the Insolvency (Northern Ireland) Order 1989) insert—

(2) 於第3項，在b款(1989年(北愛爾蘭)破產登記安排條例)之後加上：

“(ba) subject to subsection (4), a debt relief order made under Part 7A of that Order.”

“(ba)於適用第4項情況下，依本法第7A部分所為之債務免除命令，”

(3) In subsection (4) (individuals who are relevant persons for the purposes of section 1(1)(b) only), after “(1)(d)” insert “or (3)(ba)”.

(3) 於第4項(僅為第1條1項b款相關人之個人之目的)，於“(1)(d)”之後加上”或(3)(ba)”。

Corporate bodies etc in administration

處於破產程序中之公司法人等

3.

3.

(1) Section 6 (corporate bodies etc) is amended as follows.

(1) 第6條(法人團體等)相關修正如下。

(2) In subsection (2) (events under the Insolvency Act 1986), for paragraph (b) substitute—

(2) 於第2項(1986年債務清理法下之情況)，第b款由下列用語所替代：

“(b) the body is in administration under Schedule B1 to that Act.”

“(b) 依附錄B1處於破產程序中之法人，”

(3) In subsection (4) (events under the Insolvency (Northern Ireland) Order 1989), for paragraph (b) substitute—

(3) 於第4項(1989年債務清理法(北愛爾蘭法)下之情況)，第b款由下列用語所替代：

“(b) the body is in administration under Schedule B1 to that Order.”

“(b) 依附錄B1處於破產程序中之法人，”

Transitional cases

過渡情況

4. In section 1(5)(b) (definition of “relevant person”), at the end insert “(and see also paragraph 1A of Schedule 3)”.

4. 於第1條第5項b款(“相關人”之定義)，最後加上”(且同見附錄三第1A條)”。

5.

5.

(1) Schedule 3 (transitory, transitional and saving provision) is amended as follows.

(1) 附錄三(過渡、暫時或保留規定)修正如下。

(2) At the beginning insert—

(2) 於起頭用語，加上：

“Application of this Act”.

“本法之適用”。

(3) After paragraph 1 insert—

(3) 於第1段之後，加上：

“Relevant persons

“相關人

1A

1A

(1) An individual, company or limited liability partnership not within sections 4 to 7 is to be treated as a relevant person for the purposes of this Act in the following cases.

(1) 不屬於第4條至第7條的個人、公司或有限責任合夥，為本法之目的，於下列情況應被視為相關人。

(2) The first case is where an individual—

(2) 第一種情況是某個人：

(a) became bankrupt before commencement day, and

(a) 於實施日前已經破產，且

(b) has not been discharged from that bankruptcy.

(b) 破產程序尚未終結者。

(3) The second case is where—

(3) 第二種情況為：

(a) an individual made a composition or arrangement with his or her creditors before commencement day, and

(a) 某個人於實施日期前已與其債權人達成和解或某種安排，且

(b) 該和解或安排仍持續具效力



(b) the composition or arrangement remains in force.

(4) The third case is where—

(a) a winding-up order was made, or a resolution for a voluntary winding-up was passed, with respect to a company or limited liability partnership before commencement day, and

(b) the company or partnership is still wound up.

(5) The fourth case is where a company or limited liability partnership—

(a) entered administration before commencement day, and

(b) is still in administration.

(6) The fifth case is where—

(a) a receiver or manager of the business or undertaking of a company or limited liability partnership was appointed before commencement day, and

(b) the appointment remains in force.

(7) In those cases, the person is a relevant person only in relation to liabilities under a contract of insurance under which the person was insured at the time of the event mentioned in sub-paragraph (2)(a), (3)(a), (4)(a), (5)(a) or (6)(a) (as appropriate).”

(4) Before paragraph 2 insert—

“*Bankruptcy and Diligence etc (Scotland) Act 2007*”.

(5) Before paragraph 3 insert—

“*Application of 1930 Acts*”.

(6) Before paragraph 5 insert—

“*Interpretation*”.

Interpretation

6 After section 19 insert—

“19A Interpretation

(1) The references to enactments in sections 4 to 7, 9(7) and 14(4) and paragraph 3(2)(b), (4) and (5) of Schedule 1 are to be treated as including references to those enactments as amended, extended or applied by another enactment, whenever passed or made, unless the contrary intention appears.

(2) In this Act, “enactment” means an enactment contained in, or in an instrument made under, any of the following—

(a) an Act;

(b) an Act or Measure of the National Assembly for Wales;

(c) an Act of the Scottish Parliament;

(d) Northern Ireland legislation.”

者。

(4) 第三種情況為：

(a) 公司或有限責任合夥人於實施日期前被令解散，或通過自願解散決議，且

(b) 該公司或合夥人仍處於解散過程中。

(5) 第四種情況為某公司或有限責任合夥人：

(a) 於實施日期前已開始破產程序，且

(b) 仍處於破產程序中。

(6) 第五種情況為：

(a) 於實施日期前，業已指定公司或有限責任合夥之商業或業務執行管收人或經理人，且

(b) 該指定仍持續具效力中。

(7) 於前述情況，該人僅與保險契約責任有關，且於第 2 項 a 款、第 3 項 a 款、第 4 項 a 款、第 5 項 a 款或第 6 項 a 款(依適用情況)所述事故發生時為被保險之人，始得為相關人。

(4) 於第 2 段前加上：

“2007 年破產及謹慎等(蘇格蘭)法”。

(5) 於第 3 段前加上：

“1930 年法之適用”。

(6) 於第 5 段前加上：

“解釋”。

解釋

6. 於第 19 條之後，加上：

“第 19A 條 解釋

(1) 第 4 條至第 7 條、第 9 條 7 項及第 14 條 4 項，以及附錄一之第 3 條 2 項 b 款、第 4 條及第 5 條所述及之法規，除另有明確說明外，應解讀包括前述法規之修正、擴張、由另一法規所適用，無論是透過立法或制訂方式。

(2) 於本法，“法規”乙詞包括下列任一文書所內含之規範：

(a) 法律；

(b) 威爾斯國民大會所制訂之法律或規章；

(c) 蘇格蘭國會所制訂之法律；

(d) 北愛爾蘭立法。