

Comments on draft law :-

1. Not happy about use of "claim" to mean both 'claim' and 'liability'.
2. Ditto "refuse to pay" instead of concept of liability. Probably both these should await general review.
3. Is "circumstances" better than "facts" ? Or " an occurrence" which is used in policies.
4. In s40(3)(a) Change to " the insured first became aware, during the period of the insurance cover provided by the contract, of...". Subject to any retroactive date, it will not matter when the occurrence occurred, but the insured should not get cover for a potential liability of which it was aware before entering into or renewing the policy and which probably should have been disclosed.

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