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relating to all risks other than marine

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PREFACE

The need for a new edition has arisen because of the various changes in the law both by the courts and by the legislature since the last edition. During this period of five years the Court of Appeal in *Lambert* has clarified the duty of disclosure while Parliament has dealt with sex, race and crime in the same connection.

The chapter on subrogation has been re-written in an attempt to make sense of this difficult topic. The chapter on private international law has been re-cast in an attempt to make it more relevant to the needs of the practitioner. We gratefully acknowledge the help of Dr. Peter North who kindly read and commented on a draft of this chapter, and the assistance of Mr. Timothy Young in preparing that draft.

The chapter on life insurance has been shortened by leaving out many topics of only peripheral interest to the practitioner and re-cast by Mr. J. Birds of Sheffield University. We are greatly indebted to him for the careful scholarship with which he has performed this task.

There have also been Court of Appeal decisions on fire insurance, while the position of insurance intermediaries has been the subject of both new case law and legislation. The legislation (Insurance Brokers (Registration) Act 1977 and regulations thereunder) could have provided material for a substantial chapter if we had set out to expound its provisions in detail. This is, however, essentially a textbook on the insurance contract and we have thought it best to limit the space devoted to the regulatory legislation governing the industry. The legislation on insurance companies is in a state of transition, which will not be complete even after the passing of the Insurance Companies Bill now before Parliament. Under these circumstances, it no longer seems appropriate for the Insurance Companies Act 1974 and the regulations thereunder to appear as Appendices to a textbook which is intended to remain in use for some years. The publishers intend to bring out a loose-leaf compilation of insurance law which will keep abreast of the continual changes in this field and will serve as a companion volume to this work.

We are again grateful to Dr. Alan Rodger who has re-written and updated the paragraphs of the book which deal with Scots law, saving us from more than one error in the process.

The law stated is as at the end of 1979, except where it has been possible to introduce references to subsequent cases and legislation.

April 1981

M.P.
A.P.O'D.
P.N.L.-J.
A.C.L.

Errata

Owing to an oversight the revised text of certain passages, though prepared, was not included in this edition.

Paragraphs 1257–1260. Presumption of death in Scots law is now governed by the Presumption of Death (Scotland) Act 1977 (c. 27). By Section 3(1), decree of declarator is conclusive of the matters contained in the decree.

Paragraph 1264. Prescription in Scots law is now governed by the Prescription and Limitation (Scotland) Act 1973 (c. 52). Unless the contract of insurance is contained in a probative writ, the insurers' obligation to pay will prescribe after five years. Reference is made to Section 6 and Schedule 1, paragraphs 1(g) and 2(c). Obligations under a probative writ will prescribe after twenty years *cf.* Section 7.

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