

*These notes refer to the Insurance Act 2015 (c.4)
which received Royal Assent on 12 February 2015*

INSURANCE ACT 2015

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 2: the Duty of Fair Presentation

Section 2: Application and interpretation

37. **Part 2** of the Act, which addresses the duty of fair presentation, applies to non-consumer insurance contracts only. This is because the law in this area as it applies to consumer insurance contracts was reformed by CIDRA.
38. **Section 2(2)** provides that the duty of fair presentation, set out in the remainder of Part 2, applies in the event of a variation to a non-consumer insurance contract as well as upon the initial agreement of the contract. Section 2(2)(a) follows the current law by stating that the duty to make a fair presentation of the “risk” relates only to the “changes in the risk” which are “relevant to the proposed variation”.¹

¹ See, for example, *Manifest Shipping Co Ltd v Uni-Polaris Insurance Co Ltd (The Star Sea)* [2001] UKHL 1, [2003] 1 AC 469, by Lord Hobhouse at [54]. There is no requirement to disclose information relating to the rest of the original policy; see *Lishman v Northern Maritime* (1875) LR 10 CP 179.