



<b>INSURANCE &amp; REINSURANCE</b>	
<b>February, 2015</b>	
<b>1</b>	<p><b>Israel</b></p> <p><b>Can insured refuse to sign discharge and release form?</b></p> <p>By signing a discharge and release form, an insured declares that it has received payment of insurance benefits from the insurer and waives any future claim against the insurer. A recent case involved a plaintiff's refusal to sign a discharge and release form due to differences of opinion between the loss adjuster and the insured.</p> <p><b>Author: Keren Marco</b></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7N73ZNS">http://www.internationallawoffice.com/?i=55592&amp;l=7N73ZNS</a></p>
<b>2</b>	<p><b>Mexico</b></p> <p><b>New rules on abusive clauses in insurance contracts</b></p> <p>The National Commission for the Defence of the Rights of Financial Services Users has issued rules regarding abusive clauses contained in non-negotiable contracts used by financial institutions, including insurers. The regulator is now empowered to inspect all insurance products and – where it deems necessary – order the use of a product containing an abusive clause to be suspended.</p> <p><b>Author: Carlos Ramos Miranda</b></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7N73ZQ3">http://www.internationallawoffice.com/?i=55592&amp;l=7N73ZQ3</a></p>
<b>3</b>	<p><b>Switzerland</b></p> <p><b>Supreme Court decides on ambiguous clauses in general insurance terms</b></p> <p>The Federal Supreme Court recently issued a decision on the rule of ambiguity in the context of the interpretation of general insurance terms. The court found that a provision which excludes accidents as a result of the deliberate causation of a crime or offence is neither considered unusual nor ambiguous, and can therefore validly be relied upon by the insurer.</p> <p><b>Authors: Alexandra Bösch, Markus Dörig</b></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7N73ZQ9">http://www.internationallawoffice.com/?i=55592&amp;l=7N73ZQ9</a></p>



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<b>4</b>	<p><b>India</b></p> <p><b>Delays in notification of motor vehicle theft are fatal to insurance claims</b></p> <p>In a recent National Consumer Disputes Redressal Commission case, the insured informed his insurer that his vehicle had been stolen three months after the theft. The insurer repudiated the claim on the grounds that the significant delay in notification was a violation of the insured's policy. The national commission ruled that any delay in notifying the police or an insurer after a vehicle has been stolen is fatal to a claim.</p> <p><b>Author: Neeraj Tuli</b></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7MZFUJK">http://www.internationallawoffice.com/?i=55592&amp;l=7MZFUJK</a></p>
<b>5</b>	<p><b>United Kingdom</b></p> <p><b>Parliament enacts Insurance Bill 2015</b></p> <p>The Insurance Bill 2015 recently received royal assent, becoming law as the Insurance Act 2015. The act overhauls certain fundamental areas of UK insurance law and applies to both insurance and reinsurance contracts. The reforms will come into force in August 2016, giving the industry 18 months to prepare.</p> <p><b>Authors: Martin Membery, Max Dannheisser</b></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7MZFUJR">http://www.internationallawoffice.com/?i=55592&amp;l=7MZFUJR</a></p>