

Insurance brokers and the duty of utmost good faith

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**Presented by: Mr. James Tze, Barrister, Admiralty Chambers
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A. Relationship between principal and agent

i. Fiduciary duties

- own interests v. duties to principal

- *North an South Trust v. Berkeley*
[1971] 1 W.L.R. 470

- *Richard Ellis Ltd. v. Van Hong Tuon*
CACV 76/1987

ii. Duties of care and skill

- duty to take reasonable care and skill
- *Osman v. J. Ralph Moss [1970] 1 Lloyd' Rep. 313*
- *Bates v. Robert Barrow Ltd. [1995] C. L. C. 207*

- iii. Duty regarding disclosure of material facts
- duty of the insured to disclose material facts and not to make misrepresentations
 - *McNealy v. Pennine Insurance Co.*
[1978] 2 Lloyd's Rep. 18

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Q & A

問題討論

Thank You

謝謝



- *Warren v. Sutton [1976] 2 Lloyd's Rep. 276*

- *O'Connor v. Kirby [1972] 1 Q. B. 90*

iv. Code of Practice

- HKFI Code of Practice
 - Code of Practice for Life Insurance Replacement

B. Consequences of breaching the duties

- a sum which is the insured would have recovered from the insurer had the latter been liable
- *Fraser v. Furman [1976] 1 W. L. R. 898*

- Disciplinary Proceedings
 - Part X of the Insurance Companies Ordinance (Cap.41)

PLEASE NOTE

The law and procedure on this subject are very specialised. This article is a general explanation for your reference only and should not be relied on as legal advice for any specific case. If legal advice is needed, please contact our solicitors.

請注意

本題目之法律及程序十分專門。此文章只屬一般性之解釋，供你參考，而不應被依賴為關於任何特定事件之法律意見。如需法律意見，請與我所律師聯絡。

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