**Inducement of Circumstances’ Disclosure and Concluding the Marine Insurance Contract**

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**Abstract**

It is not mentioned to the necessity of “inducement” between “non-disclosure and representation of circumstances” and concluding the contract in Insurance Law of Iran and Marine Insurance Law of England. If the insured had the right to contract voidance merely because of non-disclosure and representation of circumstances, the economic result of this would be so heavy. In this article, the legal provisions of Iran and England are analyzed. One approach to adjustment of the heavy remedy of non-disclosure and representation of circumstances is the necessity of inducement between non-disclosure and representation of circumstances and concluding the contract that the insurer after proving the materiality of circumstances according to the “objective test” must prove according to the “subjective test” because of non-disclosure and representation of circumstances has concluded the contract.

**Key words**: Non-Disclosure and Representation of Circumstance, Inducement, Right to Contract Voidance, Objective Test, Objective Test.

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