

Insurance Law Quiz

Question #1 (50 points)

What is your name?

Question #2 (10 points)

- (1) conclusively determine the disputed question,
- (2) resolve an important issue,
- (3) be a part of the merits of the action the action, and
- (4) be effectively reviewable on appeal from a final judgment.

Which of the proceeding is a part of the Maryland test for whether an interlocutory appeal is appropriate under Md. Code Annotated Cts. & Jud. Proceeding Section 12-303?

- A. 1-4
- B. 1-3
- C. 1-2, 4
- D. 1, 3-4
- E. 1-2

Question #3 (10 points)

For a federal court hearing an issue of first impression on Maryland law, what should the court do if it would like the input of the Maryland Court of Appeals?

Send a certified question (issue) to the court for consideration

Question #4 (10 points)

In GAF, why did it make a difference whether the product was insurance? (suggested 20 words or less)

It was insurance, they could effectuate service of process under the

Question #5 (10 points)

I sell you a car I stole from Sam Gilpatric. You do not know it is stolen. You crash the car. You have insurance with State Farm on the stolen car. Does State Farm pay on the claim? Why?

Yes, since you are a bfp for value you have an "insurable interest"

Bonus Question #1 (5 point bonus)

What type of insurance was at issue in Campagnie des Bauxites?

"disruption of business insurance" -> when the mining company's machinery

Bonus Question #2 (5 point bonus)

What is the primary difference in establishing a loss on an all risk policy versus a specified risk policy?

For all risk, the insurer bears the burden of establishing the existence

Bonus Question #3 (5 point bonus)

Can you conjure up a quick fact pattern where providing insurance coverage after the Titanic began to sink would not violate the rule of fortuity? If you can, what is it? If not, why not?

Yes, all the rule of fortuity requires is that the causes of the loss be unknown at the time of contracting to either party. Say the ship was sinking, but the extent of the damage or probability of recovery and safe trip home was uncertain, you could provide insurance on those two "fortuitous risks" and not violate the rule.

1] unauthorized insurers act, awarding possible atty's fees and requiring the insurers to post a bond in the event of an adverse judgment

2] in the car, in that you have a substantial economic interest that is lawful (good against all except for self owner), even though not legal (good against the world)

3] Bonus 1] broke down, they wanted to use the insurance to fund operations while they were unable to mine and continue business.

Bonus 2] of an exclusion because all risks are presumptively covered, for a specified risk policy, the insured bears the burden of proving that the loss fell under a specified risk inclusion.

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  - (4) be effectively reviewable on appeal from a final judgment.
- separate from merits*  
*effectively unreviewable*

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Question #3 (10 points)

For a federal court hearing an issue of first impression on Maryland law, what should the court do if it would like the input of the Maryland Court of Appeals?

Question #4 (10 points)

In GAF, why did it make a difference whether the product was insurance? (suggested 20 words or less)

Question #5 (10 points)

I sell you a car I stole from Sam Gilpatric. You do not know it is stolen. You crash the car. You have insurance with State Farm on the stolen car. Does State Farm pay on the claim? Why?

Bonus Question #1 (5 point bonus) What type of insurance was at issue in Campagnie des Bauxites?

Bonus Question #2 (5 point bonus) What is the primary difference in establishing a loss on an all risk policy versus a specified risk policy?

Bonus Question #3 (5 point bonus) Can you conjure up a quick fact pattern where providing insurance coverage after the Titanic began to sink would not violate the rule of fortuity? If you can, what is it? If not, why not?

Handwritten notes: *certified question*, *granted special service of process provisions*, *Insurable Interest*, *Yes. ~~economic opportunity~~ Though you don't have legal title, you title is good against everyone in the world but the real owner and this is a substantial interest... an insurable interest.*

Handwritten notes: *More burden of proof than anything else. "All risk" burden to show generally covered. Specified risk must show specific coverage of loss...*

Handwritten notes: *then in both cases insur. can attach to apply exclusion*

Handwritten notes: *I don't know. Possibly, if coverage provided for total loss. Total loss is not inevitable, b/c of chance of rescue and opportunity for salvage. Also, there was the MGM retroactive policy, but the notes questioned whether this violated the fortuity rule.*

(+4)

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Question #3 (10 points)

For a federal court hearing an issue of first impression on Maryland law, what should the court do if it would like the input of the Maryland Court of Appeals? *Ask a certified question*

Question #4 (10 points)

In GAF, why did it make a difference whether the product was insurance? (suggested 20 words or less) *If it was insurance, service process would have been proper under Unauthorized Insurance Act. Because it was not insurance, service process was improper + ct. did not have jurisdiction*

Question #5 (10 points)

I sell you a car I stole from Sam Gilpatric. You do not know it is stolen. You crash the car. You have insurance with State Farm on the stolen car. Does State Farm pay on the claim? Why? *Yes, you have an insurable interest because you are a good faith purchaser for value if you are in a factual expectation jurisdiction. If a legal interest jurisdiction - do not have to pay*

Bonus Question #1 (5 point bonus)

What type of insurance was at issue in Campagnie des Bauxites?

*Business interruption insurance.*

Bonus Question #2 (5 point bonus)

X What is the primary difference in establishing a loss on an all risk policy versus a specified risk policy? *specified risk policy only covers the risks specified in the insurance contract.*

Bonus Question #3 (5 point bonus)

Y Can you conjure up a quick fact pattern where providing insurance coverage after the Titanic began to sink would not violate the rule of fortuity? If you can, what is it? If not, why not? *No, because it was certain there was damage to the Titanic. ~~because the extent was unknown~~ ~~there was some certainty of damage~~ The Titanic began to sink so it was well known there was great damage + the ship would be destroyed. The rule of fortuity would be violated because providing insurance coverage as the Titanic was sinking is not an uncertain event.*

Insurance Law Quiz

100

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- C. 1-2, 4
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Question #3 (10 points)

For a federal court hearing an issue of first impression on Maryland law, what should the court do if it would like the input of the Maryland Court of Appeals?

Certify the question to them - to the state's highest court  
Advantage →

Question #4 (10 points)

In GAF, why did it make a difference whether the product was insurance? (suggested 20 words or less) This was necessary to know in order to determine whether or not the Act (forgot the name) could be implemented to the plaintiff's

5

Question #5 (10 points) I sell you a car I stole from Sam Gilpatric. You do not know it is stolen. You crash the car. You have insurance with State Farm on the stolen car. Does State Farm pay on the claim? Why?

According to Snyder and the factual expectation theory, yes they pay the claim because you have a substantial economic interest that is in the car - lawfu

Bonus Question #1 (5 point bonus)

What type of insurance was at issue in Campagnie des Bauxites?

business interruption insurance

Bonus Question #2 (5 point bonus)

What is the primary difference in establishing a loss on an all risk policy versus a specified risk policy? On an all risk policy there are still limits & it's necessary to know if any of the

Bonus Question #3 (5 point bonus)

Can you conjure up a quick fact pattern where providing insurance coverage after the Titanic began to sink would not violate the rule of fortuity? If you can, what is it? If not, why not?

No, because it was inoutable at that point when it began sinking that it would sink.

As for your legal interest, you have this against the whole world, but not the true owner  
incurred a loss -  
paid \$ for it & have

④ because they argued that under the Act ~~the~~ GAF did not fulfill their role under the contract in ~~providing~~ repairing defects, and ~~it~~ argued that Gaf's guarantee clause was insurance, not just a warranty.

Bonus ② the loss. Specified risk policy only indemnifies against certain risks.

Insurance Law Quiz

103

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(A) X

- (A) 1-4
- (B) 1-3
- (C) 1-2, 4
- (D) 1, 3-4
- (E) 1-2

Question #3 (10 points)

For a federal court hearing an issue of first impression on Maryland law, what should the court do if it would like the input of the Maryland Court of Appeals?

CERTIFIED QUESTION SENT TO MD CT OF APPEALS

Question #4 (10 points)

In GAF, why did it make a difference whether the product was insurance? (suggested 20 words or less)

IF THE PRODUCT HAD INCLUDED INSURANCE THEN THE ~~STATE~~ UNAUTHORIZED

Question #5 (10 points)

I sell you a car I stole from Sam Gilpatric. You do not know it is stolen. You crash the car. You have insurance with State Farm on the stolen car. Does State Farm pay on the claim? Why?

YES - YOU HAVE A INSURANCE INTEREST - FUTURE EXPECTATION TO GET MONEY FROM INSUR. CO.

INSURANCE STATUTE WHICH PROVIDED FOR SERVICE ON GAF WOULD HAVE PROVIDED FULL SERVICE ON GAF - HOWEVER SINCE THE INTERESTARY WAS OBTAINED BY THE COURT - SERVICE WAS QUOTED

Bonus Question #1 (5 point bonus)

What type of insurance was at issue in Campagnie des Bauxites?

Business expectancy insurance

Bonus Question #2 (5 point bonus)

What is the primary difference in establishing a loss on an all risk policy versus a specified risk policy?

ALL RISK  
BORDER OF PROOF 1ST  
ON INSURED TO SHOW THAT LOSS IS COVERED W/IN ALL RISK POLICY  
SPECIFIED RISK -> THEN TO INSURANCE CO.  
DUTY OF PROOF 1ST  
ON INSURED TO PROVE THAT LOSS OCCURRED UNDER SPECIFIED COVERAGE -

Bonus Question #3 (5 point bonus)

Can you conjure up a quick fact pattern where providing insurance coverage after the Titanic began to sink would not violate the rule of fortuity? If you can, what is it? If not, why not?

IF THE OWNER OF THE TITANIC GOT INSURANCE WHICH PROTECTED AGAINST UNKNOWN FUTURE OR PRESENT LIABILITY FOR A SPECIFIED PERIOD - BECAUSE IT WOULD BE UNKNOWN HOW MUCH OR IF ANY ONE WOULD MAKE A CLAIM(S) AND FOR HOW MUCH THE CLAIMS WOULD BE - THIS INSURANCE WOULD NOT VIOLATE THE RULE OF FORTUITY - WOULD BE 3RD PARTY ~~INSURANCE~~ <sup>ALL RISK</sup> INSURANCE