

Insurance Law Quiz #5

100

Question #1 (37 points)

What is your name?

Brad Marcus

Question #2 (7 points)

In *Clark-Peterson v. Independent Insurance*, the Court found coverage because:
A. The doctrine of reasonable expectations
B. Finding a lack of coverage would gut terms explicitly agreed to
C. The language of the contract was ambiguous and should be construed against the drafter
D. All of the above
E. A & B
F. A & D

Question #3 (7 points)

Colin Kriby is asked if he is in good health on a life insurance application. He says yes, I feel great! But he has certain medical conditions in the past and believes he still be having problems? Can this void any future claim? (Assume the majority rule.)
A. Yes, under the doctrine of legal fraud
B. Yes, if material and relied upon by the insurer
C. No

Question #4 (7 points)

In *Republic Insurance Co. v. Silverton Elevators*, under what legal theory would the dissenting opinion consider finding for Silverton and ruling that there should be coverage of the household goods?
A. Estoppel
B. Waiver
C. Mutual Mistake
D. Fraud in the inducement
E. Reformation
F. A & B
G. C & D
H. C & E

Question #5 (7 points) True, false or it depends

The state court held that requiring strict compliance with the life insurance policy's formalities for changing beneficiaries best effects the original of the parties' intent and insures that the insured unequivocally desired to make the change in the policy
False

Question #6 (7 points)

In *Prudential v. Zimmer*, who agreed that the quality of the decedent's biological daughter's relationship with his daughter was relevant to the analysis:
A. The lower court (District Court)
B. The 7th Circuit (the opinion that you read)
C. Both
D. Neither

Question #7 (7 points) True, false or it depends

In determining whether death during surgery was an "accident," the following jury instruction would be appropriate: If the insured's death came was caused by surgery and was unexpected and unforeseen, then the insured's death falls within the coverage of the policies. Assume the *Brundin* holding or the majority rule is controlling in answering this question.
True

Question #8 (7 points)

In *Prudential v. Zimmer*, involved the question of proceeds of a life insurance policy after the insured was murdered? Who were the parties involved? (Question #6 provides a hint.)

Question #9 (7 points)

What was the two part test in *Lenke* regarding what is required to change the beneficiary on a life insurance policy?

Question #10 (7 points)

In *Shapiro*, the dentist received disability in spite of the fact that he still worked at the same office. Three questions: (1) Why? and (2) what was could the insurance company have done to avoid this result (while still offering a disability policy)?

how insured's wife that insured's Co. (but not pleaded)

1) intent of Affirmative action to show intent

1) Shapiro could still perform managerial functions but not chair dentistry
2) In the original policy, could have drafted better in terms of total disability -> would not be just primary job functions, but any job function that could be performed would not be total disability

Question #1 (37 points)
What is your name?

Stacey Adler

Question #2 (7 points)

In *Clark-Patoroon v. Independent Insurance*, the Court found coverage because:
A. The doctrine of reasonable expectations
B. Finding a lack of coverage would gut terms explicitly agreed to
C. The language of the contract was ambiguous and should be construed against the drafter
D. All of the above
E. A & B
F. A & D

Question #3 (7 points)

Colin Kriby is asked if he is in good health on a life insurance application. He says yes, I feel great! But he has certain medical conditions in the past and believes he still be having problems? Can this void any future claim? (Assume the majority rule.)
A. Yes, under the doctrine of legal fraud
B. Yes, if material and relied upon by the insurer
C. No

Question #4 (7 points)

In *Republic Insurance Co. v. Silverton Elevators*, under what legal theory would the dissenting opinion consider finding for Silverton and ruling that there should be coverage of the household goods?
A. Estoppel
B. Waiver
C. Mutual Mistake
D. Fraud in the inducement
E. Reformation
F. A & B
G. C & E
H. C & E

Question #5 (7 points) True, false or depends

The Lemke court held that requiring strict compliance with the life insurance policy's formalities for changing beneficiaries best reflects the original of the parties' intent and insures that the insured unequivocally desired to make the change in the policy

Question #6 (7 points)

In *Prudential v. Athmer*, who agreed that the quality of the decedent's biological daughter's relationship with his daughter was relevant to the analysis:
A. The lower court (District Court)
B. The 7th Circuit (the opinion that you read)
C. Both
D. Neither

Question #7 (7 points) True, false or depends

In determining whether death during surgery was an "accident," the following jury instruction would be appropriate: If the insured's death was caused by surgery and was unexpected and unforeseen, then the insured's death falls within the coverage of the policies. Assume the *Brundin* holding or the majority rule is controlling in answering this question.

Question #8 (7 points)

In *Prudential v. Athmer*, involved the question of proceeds of a life insurance policy after the insured was murdered? Who were the parties involved? (Question #6 provides a hint.)

Sister & son of murderer + wife & son of the dead husband

Question #9 (7 points)

What was the two part test in Lemke regarding what is required to change the beneficiary on a life insurance policy?

1) intent to change 2) an overt act (like writing a letter)

Question #10 (7 points)

In *Shapiro*, the dentist received disability in spite of the fact that he still worked at the same office. Three questions: (1) Why? and (2) what was could the insurance company have done to avoid this result (while still offering a disability policy)?

1) b/c he only did admin work now + 90% or more of his old work he couldn't do
2) they could have said disabled to the pt if not being able to do ANY work he was + and for

100

Question #1 (37 points) What is your name? Angela Costello

Question #2 (7 points) In *Clark-Peters v. Independent Insurance*, the Court found coverage because:
A. The doctrine of reasonable expectations
B. Finding a lack of coverage would gut terms explicitly agreed to
C. The language of the contract was ambiguous and should be construed against the drafter
D. All of the above
E. A & B
F. A & D

Question #3 (7 points) Colin Krilly is asked if he is in good health on a life insurance application. He says yes, I feel great! But he has certain medical conditions in the past and believes he still be having problems? Can this void any future claim? (Assume the majority rule.)
A. Yes, under the doctrine of legal fraud
B. Yes, if material and relied upon by the insurer
C. No

Question #4 (7 points) In *Republic Insurance Co. v. Silverton Elevators*, under what legal theory would the dissenting opinion consider finding for Silverton and ruling that there should be coverage of the household goods?
A. Estoppel
B. Waiver
C. Mutual Mistake
D. Fraud in the inducement
E. Reformation
F. A & B
G. C & D
H. C & E

Question #5 (7 points) True, false or it depends
The Lenke court held that requiring strict compliance with the life insurance policy's formalities for changing beneficiaries best effects the original of the parties' intent and insures that the insured unequivocally desires to make the change in the policy False

Question #6 (7 points) In *Prudential v. Athmer*, who agreed that the quality of the decedent's biological daughter's relationship with his daughter was relevant to the analysis?
A. The lower court (District Court)
B. The 7th Circuit (the opinion that you read)
C. Both
D. Neither

Question #7 (7 points) True, false or it depends
In determining whether death during surgery was an "accident," the following jury instruction would be appropriate: If the insured's death was caused by surgery and was unexpected and unforeseen, then the insured's death falls within the coverage of the policies. Assume the *Brundin* holding or the majority rule is controlling in answering this question. True

Question #8 (7 points) In *Prudential v. Athmer*, who agreed the question of proceeds of a life insurance policy after the insured was murdered? Who were the parties involved? (Question #6 provides a hint.) Biological daughter, stepson, murderer's sister

Question #9 (7 points) What was the two part test in *Lenke* regarding what is required to change the beneficiary on a life insurance policy? Intent to change the beneficiary @ taking an affirmative step to do so.

Question #10 (7 points) In *Shapiro*, the dentist received disability in spite of the fact that he still worked at the same office. Three questions: (1) Why? and (2) what was could the insurance company have done to avoid this result (while still offering a disability policy)?

Shapiro performed chair dentistry 90% of the time and administrative duties 10% of the time so he was no longer able to perform chair dentistry which was his main job.

The insurance company could have said he still had the capacity to perform other tasks so he was not totally disabled.

Insurance Law Quiz #5

100

Question #1 (37 points)

What is your name?

Christopher A. Davis

Question #2 (7 points)

In *Clark-Peterson v. Independent Insurance*, the Court found coverage because:

- A. The doctrine of reasonable expectations
- B. Finding a lack of coverage would gut terms explicitly agreed to
- C. The language of the contract was ambiguous and should be construed against the drafter
- D. All of the above
- E. A & B
- F. A & D

Question #3 (7 points)

Colin Kriby is asked if he is in good health on a life insurance application. He says yes, I feel great! But he has certain medical conditions in the past and believes he still be having problems? Can this void any future claim? (Assume the majority rule.)

- A. Yes, under the doctrine of legal fraud
- B. Yes, if material and relied upon by the insurer
- C. No

Question #4 (7 points)

In *Republic Insurance Co. V. Silvertown Elevators*, under what legal theory would the dissenting opinion consider finding for Silvertown and ruling that there should be coverage of the household goods?

- A. Estoppel
- B. Waiver
- C. Mutual Mistake
- D. Fraud in the inducement
- E. Reformation
- F. A & B
- G. C & D
- H. C & E

Question #5 (7 points) True, false or it depends

The Lemke court held that requiring strict compliance with the life insurance policy's formalities for changing beneficiaries best effects the original of the parties' intent and insures that the insured unequivocally desired to make the change in the policy **False**

Question #6 (7 points)

In *Prudential v. Athmer*, who agreed that the quality of the decedent's biological daughter's relationship with his daughter was relevant to the analysis:

- A. The lower court (District Court)
- B. The 7th Circuit (the opinion that you read)
- C. Both
- D. Neither

Question #7 (7 points) True, false or it depends

In determining whether death during surgery was an "accident," the following jury instruction would be appropriate: If the insured's death came was caused by surgery and was unexpected and unforeseen, then the insured's death falls within the coverage of the policies. Assume the *Brundin* holding or the majority rule is controlling in answering this question. **True**

Question #8 (7 points)

In *Prudential v. Athmer*, involved the question of proceeds of a life insurance policy after the insured was murdered? Who were the parties involved? (Question #6 provides a hint.)

Question #9 (7 points)

What was the two part test in Lemke regarding what is required to change the beneficiary on a life insurance policy? **(1) intent to change beneficiary (2) affirmative action to change**

Question #10 (7 points)

In *Shapiro*, the dentist received disability in spite of the fact that he still worked at the same office. Three questions: (1) Why? and (2) what was could the insurance company have done to avoid this result (while still offering a disability policy)?

1. Because he was totally precluded from engaging in "chair dentistry" which was what he practiced 90% of the time. His administrative duties, which he still performed, were not his primary occupation
2. Make it a general disability policy → so that he must show he could not perform any job suited to his education / experience.