Md. Follows the restrictive view when it comes to parole evidence. Pacific was not liable to pay George Sr.

is ambiguous. Efron stay within 4 corners.

the 200K under the policy. The Ct. decides unother the contract

E. Reformation
F. A & B
G. C & D
H. C & E
I. F & D

Question #8 (7 points)

The clause at issue in Vlastos regarding the question of whether a janitor occupied the third floor was viewed by the court as a(n):

A. Promissory warranty
Affirmative warranty
C. Representation
D. Misrepresentation

Question #9/(7 points)

How did Pacific Indemnity v. Interstate get to the Court of Appeals?

A. On direct appeal from the trial court?

On certified question from the U.S. District Court
On certified question from the 4th Circuit

D. On appeal from the Court of Special Appeals

Question #10 (7 points)

How did the Court of Appeals decide Pacific Indemnity v. Interstate?

+3

decide Pacific Indemnity v. Interstate?

Avalagacided the court chose Not to

afrematively decide for

or against exter passy on

the question of per-accident vs. per-claims

serves to the per-accident vs. per-claims

On certified question from the U.S. District Court

STILL REMINING

FOR DETERMENTS A

On certified question from the 4th Circuit

How did the Court of Appeals decide Pacific Indemnity v. Interstate?

Ambibuais TERMS

On appeal from the Court of Special Appeals

D.

Question #10 (7 points)

D. Misrepresentation Question #9 (7 points)

How did Pacific Indemnity v. Interstate get to the Court of Appeals?

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Question #10 (7 points)

How did the Court of Appeals decide Pacific Indemnity v. Interstate?

Coold not sive 4th Cit direct assessor hot said if it was before them on surmary judgment they would find for Appellants, treating the classes as a single one not 3 separate ones, besically messing the fathers + sons classes into one



Question #1 (37 points) What is your name? Question #2 (7 points) In Clark-Peterson v. Independent Insurance, the Court found coverage because: The language of the contract was ambiguous and should be construed against the drafter - AB ON ON All of the above

A & B C. E A & B A&D Question #3 (7 points) Ko Naugle is asked if he is in good health on an insurance application. He says yes. In actuality, he had certain medical conditions in the past and believes he still be having problems? Can this void any future claim? (Assume the majority rule.) Yes, under the doctrine of legal fraud Yes, if material and relied upon by the insurer No Question #4 True, false or "it depends." (7 points) Maryland generally follows Corbin on parol evidence questions. Question #5 (7 points) True, false or "it depends." (7 points)

Arizona generally follows Williston on parol evidence questions

False - follows Corbin Question #6 (7 points) Waiver and Extoppel may not add specifically excluded risks or enlarge the benefits in an insurance policy. In Republic Insurance Co. V. Silverton Elevators, who would agree with this statement? The majority opinion The dissenting opinion Both Neither Question #7 (7 points) In Republic Insurance Co. V. Silverton Elevators, under what theory would the dissenting opinion consider finding for Silverton? A. Estoppel Waiver C. Mutual Mistake D. Fraud in the inducement E. Reformation F. A & B G. H. 6 & E F&D I. Question #8 (7 points) The clause at issue in Vlastos regarding the question of whether a janitor occupied the third floor was viewed by the court as a(n): Promissory warranty Affirmative warranty Representation D. Misrepresentation Question #9 (7 points) How did Pacific Indemnity v. Interstate get to the Court of Appeals? A On direct appeal from the trial court? B. On certified question from the U.S. District Court On certified question from the 4th Circuit C. D. On appeal from the Court of Special Appeals Question #10 (7 points) How did the Court of Appeals decide Pacific Indemnity v. Interstate?

Can't switch life in policy after death, death defined

as boun dead (no boun achory)?

Question #10 (7 points)

How did the Court of Appeals decide Pacific Indemnity v. Interstate?

+10

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finding for Silverton? Estoppel В. Waiver Mutual Mistake Fraud in the inducement Reformation A & B C&D C&E F&D Question #8 (7 points)

Both

Neither

D.

Question #7 (7 points)

The clause at issue in clastos regarding the question of whether a janitor occupied the third floor was viewed by the court as a(n):

Fromissory warranty B Affirmative warranty

C. Representation D Misrepresentation

Question #9 (7 points)

Question #1 (37 points) What is your name? Question #2 (7 points)

C.

Question #3 (7 points)

A & B A&D

How did Pacific Indemnity v. Interstate get to the Court of Appeals?

On direct appeal from the trial court? On certified question from the U.S. District Court C. On certified question from the 4th Circuit

On appeal from the Court of Special Appeals D.

Question #10 (7 points)

How did the Court of Appeals decide Pacific Indemnity v. Interstate?

Found the policy to be ambiguous

	Question #1 (3	7 points)
	What is your na	
	Question #2 (DOWN
	In Clark-Peters	on v. Independent Insurance, the Court found coverage because:
	/A.	The doctrine of reasonable expectations
	В.	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)
,	Ko Naugle is a	sked if he is in good health on an insurance application. He says yes. In actuality, he had
	certain medica	conditions in the past and believes he still be having problems? Can this void any future
	claim? (Assum	e the majority rule.)
	(A)	Yes, under the doctrine of legal fraud
	В.	Yes, if material and relied upon by the insurer
	C.	No
	Question #4 T	rue, false or "it depends."(7 points)
	Maryland gene	rally follows Corbin on parol evidence questions. False
	Question #5 (7 points) True, false or "it depends." (7 points)
X		ally follows Williston on parol evidence questions True
- 1	Question #6 (/ points)
	Waiver and Ex	toppel may not add specifically excluded risks or enlarge the benefits in an insurance policy.
	In Republic In	surance Co. V. Silverton Elevators, who would agree with this statement?
	1	The majority opinion
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(Neither
	D. Question #7 (
	In Papublic In	surance 60. V. Silverton Elevators, under what theory would the dissenting opinion consider
	finding for Sil	verton?
	illiding for Si	Estoppel
	R	Waiver
	1 0/	Mutual Mistake
	6.	Fraud in the inducement
	E.	Reformation
	F.	A&B/
	· &	C&X
	(H.)	C,&E
	7.	A&D
	Question #8	(7 points)
	The clause at	issue in Vlastos regarding the question of whether a janitor occupied the third floor was
		court as a(n).
	A.	Promissory warranty
	B	Affirmative warranty
	C.	Representation
	D./	Misrepresentation
	Question#9	(7 points)
	/	fic Indemnity v. Interstate get to the Court of Appeals? On direct appeal from the trial court?
	A.	On certified question from the U.S. District Court
	В.	On certified question from the 4 th Circuit
	O D.	On appeal from the Court of Special Appeals
1		
1	Question #10	Court of Appeals decide Pacific Indemnity v. Interstate?
1	/ How did the	-vor of Interstate.
1	THE	TADA OL MILIMINISTRE .
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