

Insurance Law Quiz #4

90  
+10

Question #1 (37 points)

What is your name? [REDACTED]

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)

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.)

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

Question #4 True, false or "it depends." (7 points)

Maryland generally follows Corbin on parol evidence questions. False

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

Arizona generally follows Williston on parol evidence questions False

Question #6 (7 points)

Waiver and Estoppel 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?

- A. The majority opinion
- B. The dissenting opinion
- C. Both
- D. 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
- B. Waiver
- C. Mutual Mistake
- D. Fraud in the inducement
- 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
- B. 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?
- B. On certified question from the U.S. District Court
- C. On certified question from the 4<sup>th</sup> 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*?

Md. follows the restrictive view when it comes to parol evidence. Pacific was not liable to pay George Sr. the 200K under the policy. The Ct. decides whether the contract is ambiguous. If not, stay within 4 corners.

(-2)

89

+ 10

**Question #1 (37 points)**

What is your name? [REDACTED]

**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)**

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.)

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

**Question #4 True, false or "it depends." (7 points)**Maryland generally follows Corbin on parol evidence questions. *False***Question #5 (7 points) True, false or "it depends." (7 points)**Arizona generally follows Williston on parol evidence questions. *False***Question #6 (7 points)**Waiver and Estoppel 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?

- A. The majority opinion
- B. The dissenting opinion
- C. Both
- D. 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
- B. Waiver
- C. Mutual Mistake
- D. Fraud in the inducement
- 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
- B. 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?
- B. On certified question from the U.S. District Court
- C. On certified question from the 4<sup>th</sup> 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*

*Policy was ambiguous* the court chose not to affirmatively decide for or against either party on the question of per-accident vs. per-claim issue.

Insurance Law Quiz #4

88  
+10

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- C. The language of the contract was ambiguous and should be construed against the drafter
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- E. A & B
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- A. Yes, under the doctrine of legal fraud
- B. Yes, if material and relied upon by the insurer
- C. 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

Question #6 (7 points)

Waiver and Estoppel 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?

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- C. Both
- D. Neither

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

Question #8 (7 points)

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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
- C. On certified question from the 4<sup>th</sup> Circuit
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Question #10 (7 points)

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

IT DID NOT DECIDE THE CERTIFIED QUESTION DUE TO AMBIGUOUS TERMS STILL REMAINING FOR DETERMINATION

+3

Insurance Law Quiz #4



Question #1 (37 points)

What is your name?

[Redacted name]

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

88  
-10

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.)

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

Question #4 True, false or "it depends." (7 points) *False*

Maryland generally follows Corbin on parol evidence questions.

Question #5 (7 points) True, false or "it depends." (7 points) *False*

Arizona generally follows Williston on parol evidence questions

Question #6 (7 points)

Waiver and Estoppel may not add specifically excluded risks or enlarge the benefits in an insurance policy.

In *Republic Insurance Co. V. Silvertown Elevators*, who would agree with this statement?

- A. The majority opinion
- B. The dissenting opinion
- C. Both
- D. Neither

Question #7 (7 points)

In *Republic Insurance Co. V. Silvertown Elevators*, under what theory would the dissenting opinion consider finding for Silvertown?

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

(1)

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
- B. 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?
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Question #10 (7 points)

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

Could not give 4<sup>th</sup> Cir direct answer but said if it was before them on summary judgment they would find for Appellants, treating the claims as a single one not 3 separate ones, basically merging the father + sons claims into one

(+3)

Insurance Law Quiz #4

85

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What is your name?

Question #2 (7 points)

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- 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

doesn't need to be ambiguous in order for reasonable expectations to apply...

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.)

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

Question #4 True, false or "it depends." (7 points)

Maryland generally follows Corbin on parol evidence questions.

false

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 Estoppel 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?

- A. The majority opinion
- B. The dissenting opinion
- C. Both
- D. 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
- B. Waiver
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- E. Reformation
- F. A & B
- G. C & D
- H. C & E
- I. F & D

1

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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*?

X in favor of Pacific

Insurance Law Quiz #4

85  
+ 10

Question #1 (37 points)

What is your name?

Question #2 (7 points)

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

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- C. The language of the contract was ambiguous and should be construed against the drafter
- D. All of the above
- E. A & B
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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.)

- A. Yes, under the doctrine of legal fraud
- B. Yes, if material and relied upon by the insurer
- C. 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

Question #6 (7 points)

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Question #7 (7 points)

In *Republic Insurance Co. V. Silvertown Elevators*, under what theory would the dissenting opinion consider finding for Silvertown?

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- B. On certified question from the U.S. District Court
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Question #10 (7 points)

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

X Cant switch life ins. policy after death, death defined as brain dead (no brain activity)?

84  
+10

Question #1 (37 points)

What is your name?

Question #2 (7 points)

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- C. The language of the contract was ambiguous and should be construed against the drafter
- D. All of the above
- E. A & B
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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.)

- A. Yes, under the doctrine of legal fraud
- B. Yes, if material and relied upon by the insurer
- C. No (some courts disagree, but most of the time coverage can not be avoided because this is subjective and a question calling for opinion)

Question #4 True, false or "it depends." (7 points)

Maryland generally follows Corbin on parol evidence questions. **False**

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

Arizona generally follows Williston on parol evidence questions. **False**

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?

- A. The majority opinion
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In *Republic Insurance Co. v. Silverton Elevators*, under what theory would the dissenting opinion consider finding for Silverton?

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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 (but it was the 4th Circuit)
- C. 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*?

-2 Held that the policy would not cover multiple patches (meaning the policy was not unambiguously going to provide coverage for patches aside from the brain damaged infant. the court found in favor of Pacific with single policy coverage →

Insurance Law Quiz #4

81  
210

Question #1 (37 points)

What is your name?

[Redacted Name]

Question #2 (7 points)

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

Question #4 True, false or "it depends." (7 points)

Maryland generally follows Corbin on parol evidence questions. *False, follow strict 4 corners rule*

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

Arizona generally follows Williston on parol evidence questions. *False, follow broader approach and allow parol evid. to determine if ambiguous*

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Question #10 (7 points)

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

*Found the policy to be ambiguous*



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81  
+ 11

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Question #2 (7 points)

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Maryland generally follows Corbin on parol evidence questions. *False*

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

Arizona generally follows Williston on parol evidence questions *True*

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Question #10 (7 points)

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

*In favor of Interstate.*