Ottootion tte to
Question #1 (37 points)  What is your name?  Ougsting your name?  Insurance Law Quiz #5
Chara-Peterson windone whom to
he doctrine of reasonable expectations  Finding a lack of coverness.
Finding a lack of coverage would gut terms explicitly agreed to  All of the above
The language of the contract was ambiguous and should be construed against the drafter  A B D
A & B
Ullestion 42 /a
has certain me ded if he is in good health on a lie
Colin Kriby is a ked if he is in good health on a life insurance application. He says yes, I feel great! But he future claim? Assume the majority rule.)  Yes, under the 1
Yes, if material and relied upon by the insurer
consider finding for Silverton and ruling that the what legal theory would the
consider finding for Silverton Elevators, under what legal theory would the dissenting opinion  A Estoppel  Waiver
Mutu Mistake
Fred in the inducement
E. Proformation F. A&B
G. C&D
L C&R
That are a second it depends
changing beneficiaries a strict compliance with the life.
unequivocally desired to make the charge in the policy intent and insures that the insured Question #6 (7 points)
In Prudential v. Asyman vita
In Prudential v. Anmer, who agreed that the quality of the decedent's biological daughter's relationship  The lower apart (Direction).
i i i i i i i i i i i i i i i i i i i
The 7th Cocuit (the opinion that you read)
V. Naith
Question #7 (7 points True, falls or it depends
appropriate. If the death tiring sugery was an "accident" the C !!
the insured's dean falls within the coverage of the policies. Assume the Rrundin helds
Question #0 (7 Main all of the majority
In Prudential v hmor
In Prudential withmer, it olved the question of proceeds of a life insurance policy after the insured was Question #9 (7 point)
What was the two part test in cernke regarding what is a
insurance policy
Arribeated) Question #10 points)
In Shapiro, the dentist p ceived disability in spite of the fact that he still worked at the same office. Three still offering a disability notice?
questions: (1) Why? and (2) what was could the insurance company have done to avoid this result (while
1) Shapira and Shill
their intistry form managerial functions but not
1) Shapiro fould still pursorm managerial functions but not their interry  2) I the ariginal policy, and have drafted better in serms of rotal disability -> would not be just postury job functions, but any job functions that could be patholand would not be total disability
Acceptance of the service of the ser
1) I condant se sust primary job functions, but my job function
that could be purpound would not be total lises.
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Question #1	Insurance Law Quiz #5
What is your	name?
Question #2	(7 points) Serie Coste 116
III Clark-Peje. A	The doctrine of reasonable expectations
В.	The doctrine of reasonable expectations  Finding a lack of accurate to the control of the contro
	The language of the contract was ambiguous and should be construed against the drafter  All of the above  A & B
<b>V</b> ®	- <del></del>
Question #3	/ A&D 7 points)
Colin Krib in	nal- 1 for
has cert in med	asked if he is in good health on a life incurance application. He says yes, I feel great! But he assume the majority rule.)  Yes added to the life incurance application of the says yes, I feel great! But he assume the majority rule.)
	The state of the s
A.	1 03 miles the doctrine of level 6
<b>a</b> (a)	, it material and felled upon by the insurer
Question #4 (7	pinta)
In Republic I	PROPERTY OF THE STATE OF THE ST
consider finding	for Silverton Elevators, under what legal theory would the dissenting opinion  Estoppel  Weiver
	Estoppel Waiver
£.	Mutual Mistake
D.	Fraud in the inducement
E.	formation of
F.	A&B
<b>(B)</b>	C&D C&E
Questio #5 (7 p	ointel T
The Lanke court	held the requiring strict compliance with the life insurance policy's formalities for Folse
unequiverally 4	aries lest effects the original of the parties' intent and insures that the insured
Question #6 (7 n	to make the change in the policy
In Prudential v.	thmer, who agreed that the quality of the decedent's biological daughter's relationship
with his daugh	was relevant to the analyses
(***)	1 De 10 Wer court (District Court)
	The 7th Circuit (the opinion that you read)  Both
Ď,	Neither
Question #7 (7 po	ints) True false or it depends
annion into the	ther of the false or it depends the false of the following jury instruction would be false was caused by surgery and was unexpected and unforced by
the insured's death	ther doth during drowly was an "accident," the following jury instruction would be fairs within as a very ge of the policies. Assume the Brundin holding or the majority.
rule is controlling in	answerie 4. Assume the Brundin holding and the Brundin holdin holding and the Brundin holding and the
Question #8 (7 poi	nts)
In Prudential v. Ath	iner my eved the question of proceeds of a life insurance policy after the insured was been ance arrived was a hint.) Budget (on the document of provides a hint.) Budget (on the document of provides a hint.)
Question #9 (7 nois	ere not well the question of proceeds of a life insurance policy after the insured was provided and provides a hint.) Bidugical daughter, stepson, muderess's last at incembe regarding which
What was the two p	Att att in the recording of the second of th
insurance policy !!	Charge the beneficiary on a life
Unestion #10 (7 por	art st in emke regarding what is required to change the beneficiary on a life ints)  Taking an affirmative step to do so.  Taking an affirmative step to do so.  This ints ints interved disability in spite of the foot that he is the second of the second o
questions: (1) Why?	and 2) what was could the insurance company have done to avoid the property of the fact that he still worked at the same office. Three
Shapin 20	Carried Classical (Willie
dittesine	-Con crait dentistry 90% of the time and administration
20 10 10 10 10 10 10 10 10 10 10 10 10 10	of the time so he was notoneer able to nec Granitario
auntisty	of the time so he was notoneer able to perform chair unich was his main job.
,	J

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

Question #1 (37 points) / Insurance Law Quiz #5
What is your name? Question #2 (7 points)  What is your 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
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 fool 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
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. Muttial Mistake
D. Fraud in the inducement
E. Reformation
F. A & B  & 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 officits the original of the parties' intent and insures that the insured
unequivocally desired to make the change in the policy (Calestion #6 (7 points)
In Prudential v. Athenor, who agreed that the quality of the decedent's biological daughter's relationship
with his daugner 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 (2-points) True_false or it depends
In determining whether death during surgery was an "accident" the following incompetition would be
appropriate: If the insured's death-came was caused by surgery and was unavnested and and and and and and and and and an
rule is controlling in answering this question.
Question #8 (7 points)
In Productial v. Athmer, involved the question of proceeds of a life insurance policy after the insurance
Question #9 (/ points)
What was the two part test in Lemke regarding what is required to change the beneficiary on a life
insurance policy of intent to change beinficury affirmative action to change Question #18 (7 points)
In Shapero, 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. Beautic he was totally prevented from enoughly in "chair duristry"
1. Beauto he was totally prevanded from enapsing in "chair durtistry" which was what he practiced 90% of the time. His administrating
dukies, which he still performed, were not us primary occupation
2. Make it a general clisability policy - so that he must show he
could not perform any job suited to his education /experience.