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EVERYDAY LAW FOR INSURANCE AGENTS

1. Death benefits paid to contingent beneficiaries when no proof exists that a beneficiary outlived the insured is covered by legislation known as

- A. Common Death Act
- B. Same Day Death Act
- C. Concurrent Death Act
- D. Uniform Simultaneous Death Act

2. When determining the "classification of property" as separate or community property, the most important factor is

- A. Who possesses the property
- B. The timing of purchase & source of funds
- C. The manner in which title is held
- D. The type of property

3. A durable health care power

- A. Is heavy duty health insurance
- B. Is completely illegal
- C. Authorizes another person to make medical decisions for a person who is unable to do so
- D. Gives hospital employees the right to decide a health question

4. Death without a will can result in a person leaving all community property and _____ of his or her separate property to the surviving spouse.

- A. One-half
- B. One-third
- C. One-tenth
- D. Two-thirds

5. Under insurance agency law, ostensible authority

- A. Allows agents complete recourse
- B. Permits agents to countersign
- C. Is authority that agents are perceived to have by any reasonable person
- D. Is illegal in this state

6. Violations of employment law include

- A. Testing employees for drugs unless their performance on the job is critical
- B. Offering sick leave for one employee and not another
- C. Prohibiting a parent time off to deal with his/her child's school or illness
- D. All of the above are violations

7. The following is true of partnerships

- A. Partnerships cannot be sued in the firm name
- B. Debts of the partnership are debts of the individual partners
- C. A partnership cannot be described as a legal entity
- D. All of the above

8. Good Samaritans who administer emergency aid are

- A. Eligible for hazard pay from the state
- B. Required to file a report on their acts
- C. Not liable for any act of omission / error
- D. Always liable for their acts

9. A parent is liable for the willful and negligent acts of their children for medical and hospital expenses up to \$_____.

- A. \$1,000
- B. \$2,500
- C. \$5,000
- D. 10,000

10. Most state court systems are composed of the following branches

- A. Trial, Appellate and Supreme
- B. Law, Duty and Probation
- C. Municipal, Divorce and Traffic
- D. Mediation, Arbitration and Claims

11. Following are methods of legally shifting risk

- A. Hedging
- B. Hold harmless agreements
- C. Insurance
- D. All of the above shift risk

12. A tort is a wrongful act committed against another person. The wrongful act must cause

- A. Bodily injury
- B. Property damage
- C. Personal injury
- D. All of the above

13. Following are forms of negligence

- A. Presumed
- B. Imputed
- C. Comparative
- D. All of the above

14. Contract liability can arise under two primary methods

- A. Comparative and contributory
- B. Imputed and presumed
- C. Assumed liability and breach of warranty
- D. Simplistic and detailed

EVERYDAY LAW FOR INSURANCE AGENTS

15. For a contract to be enforceable, there must be an offer and acceptance; and the offer must be

- A. Written
- B. Signed
- C. Communicated
- D. Copied twice

16. Concerning "principles of insurance contracts" an agent wishing to review the complete terms and conditions of a policy prior to committing the client should request a

- A. Title report
- B. Specimen policy
- C. Binder report
- D. Preliminary evaluation report

17. In discussing the meaning of insurance contracts, the law says it is not what the insurance company intended words to mean, but

- A. How they are presented that counts
- B. The delivery of a written contract that counts
- C. What a reasonable person would have understood them to mean
- D. Who said the words

18. Power to bind is usually reserved for contract writing agents. Life and health agents do not have this power since they are

- A. Soliciting agents
- B. Underpaid
- C. Third party agents
- D. Binding agents

19. Breach of insurance contracts occur from the specific and primary causes of

- A. Breach of warranty
- B. Misrepresentation
- C. Concealment
- D. All of the above are causes

20. The statute of limitations for filing a claim for breach of a written contract is

- A. Two years
- B. Four years
- C. Five years
- D. Twelve years + one day

21. A request for a higher court to hear a case again in hopes that the decision will be changed is called an _____

- A. Settlement
- B. Change of venue
- C. Appeal
- D. Stipence

22. A subrogation is a "built-in" settlement device which requires the insured to

- A. Pay all back premiums
- B. Arbitrate any disputes
- C. Assign all recovery rights to the insurance company
- D. Return all settlement proceeds

23. Compared to breach of warranty, "bad faith litigation" can result in

- A. More damages
- B. Fewer damages
- C. A void contract
- D. Subrogation

24. A garnishment of wages can require an employer to withhold up to _____% of a debtors paycheck.

- A. 10%
- B. 33%
- C. 25%
- D. 50%



[Back To Front Page](#)

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