

B.A. LL.B., (Hons) DEGREE NINTH SEMESTER EXAMINATIONS, NOVEMBER 2018

LAW OF INSURANCE

Time: 3 Hours

Maximum Marks: 50

PART-A

Write Short notes on ANY FOUR of the following. Each question carries FIVE marks.

- I. *Mithoolal Nayak v. Life Insurance Corporation of India*, AIR 1962 SC 814 (4x5=20)
- ✓ II. Reinsurance
- ✓ III. Subrogation
- IV. Principle of *Contra Proferentem*
- ✓ V. Days of Grace
- ✓ VI. Calculation of compensation in motor vehicle accident claims

PART-B

Write essay on ANY TWO of the following. Each question carries TEN marks.

(2x10=20)

- VII. Explain the concept of Insurance contracts as requiring utmost good faith of the parties involved and the underlying rationale for the same. Explore the contribution by the Insurance (Amendment) Act 2015 in consolidating the legal position in this context.
- ✓ VIII. What are warranties in marine insurance? How are they different from representations? Bring out the relevance of warranties through case laws and relevant statutory provisions.
- ✓ IX. Elucidate the concept of life insurance as a kind of property. With the examples of the legal framework of assignment and nomination in life insurance, substantiate your answer.
- X. Trace the evolution of the regulatory environment of Insurance sector in India. In your opinion, is the present framework optimal to meet the needs of our country?

PART-C

^{Answer}
Write essay on ANY TWO of the following. Each question carries FIVE marks.

- XI. Ms. B is unmarried and proposes to insure the life of her 2 nephews aged 8 and 10. Advice Ms. B. (2x5=10)
- ✓ XII. The insured, Mr. A was involved in a motor accident. He received a notice of prosecution, but did not forward the same to the insurer, contrary to the conditions of insurance contract. The insurer, M/s. B Co. Ltd was notified by the police, but did not insist on notice from Mr. A. Later, M/s. B Co. Ltd. refused to pay the claim by Mr. A. Decide.
- XIII. A ship, at sea, was insured for maritime perils w.e.f. 4th April 2017 for a period of one year. It was later known that on the morning of the same day, the ship was caught in a storm, and communications were lost. On 8th April, it was discovered in a wrecked state. Is the insurer liable for the loss?