

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Insurance Law
Semester- VIII (Batch: 2018-23)

End Semester Online Examination: May 2022

Date: 09th May, 2022

Duration: 8 hours

Max. Marks: 50

Instructions:

- The respective marks for each question are indicated in-line.
- Indicate correct question numbers in front of the answer.
- No questions or clarification can be sought during the exam period, answer as it is, giving reason, if any.
- Word Limit: 10 Marks: 650 words.

Marks

- Q.1 Critically examine the different kinds of warranty clauses and its effects on breach under Marine Insurance contract with the help of decided cases? What are the grounds on which, warranty can be excused? What is the nexus between the rights and obligations of the parties when the sale contract is based on CIF terms and the liability under the Marine Insurance contract for settlement of claims? (10)
- Q.2 “If an individual could insure property or a life not on his or her own, and in which the individual had no financial interest, insurance contract would become gambling devices. In the absence of an insurable interest in the life or the thing insured, the insurance will simply be a wager and therefore, void.”-Elucidate the statement with the help of decided cases. (10)
- Q.3 “Uberrima fidei is the name of the legal doctrine, which governs insurance contracts. This means that all parties to an insurance contract must deal in good faith, making a full declaration of all material facts in the insurance proposal. A person buying insurance is held to the highest standard of honesty in dealings with the insurer. A lesser level of truthfulness is the insurer’s right to avoid the contract”-Discuss the above-mentioned doctrine in its practical application to both life & non-life insurance contracts with the help of decided cases and illustrations. (10)
- Q.4 Ujala Fertilizers Pvt. Ltd., a company carrying on manufacture of fertilizers. The company had taken the fire Insurance policy from the National Insurance Company for the fertilizers stored in the godown for a sum of Rs. 52,00,000/-. On 28th August, 2019, at around 3:00 a.m., a fire broke out in the godown, resulting the total loss of the stock. The Surveyor from the insurance company visited the spot and conducted preliminary survey and submitted the report. Based on the report, the insurance company repudiated the claim on the ground that ‘cause of fire was imaginary’ and cause of fire was essential to disclose for maintainability of the claim. Aggrieved with the approach of the insurance company, Ujala Fertilizers Pvt. Ltd filed a case before State Consumer Dispute Redressal Forum, Gujarat. (10)
- Advance your arguments on behalf of an applicant with the help of decided cases.

- Q.5 What are the different factors and principles applicable for computation of the compensation in death & injury cases under motor accident claim cases? Discuss the liability of the insurance company in case of overloading of passengers? (10)
