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CII Insurance law (IL) Exam Sample Questions (Q41-Q46):

NEW QUESTION # 41

What is the most common form of corporation?

- A. Registered corporation.
- B. Chartered corporation.
- C. Statutory corporation.
- D. Corporation sole.

Answer: A

NEW QUESTION # 42

Which of the following best defines an insurance contract?

- A. A contract where the insurer assumes no liability.
- B. A contract in which one party agrees to indemnify another against specified risks in exchange for premiums.
- C. A contract for the protection of physical property only.
- D. A contract that only applies to personal property insurance.

Answer: B

Explanation:

An insurance contract is an agreement where one party (the insurer) agrees to compensate another (the policyholder) for financial losses arising from specific risks, in exchange for regular payments (premiums).

NEW QUESTION # 43

Which of the following is an example of a condition precedent in an insurance contract?

- A. The insurer's requirement to pay claims within a specific period after notification
- B. A policyholder's obligation to make premium payments
- C. A policyholder's agreement to not engage in fraudulent behavior
- D. The insured's duty to disclose any material changes in their circumstances

Answer: D

Explanation:

Explanation: Conditions precedent are actions or circumstances that must be met or fulfilled before the insurer is obligated to pay a claim. Failure to fulfill a condition precedent, such as disclosing material changes in circumstances, may result in a denial of a claim.

NEW QUESTION # 44

Under insurance law, what is the effect of a fraudulent claim on an insurance policy?

- A. The policyholder may still receive a partial payout
- B. The policyholder must repay any claim payments made previously
- C. The insurer may cancel the policy and deny the claim
- D. The insurer is required to pay the claim regardless of the fraud

Answer: C

NEW QUESTION # 45

Paul made a formal offer to John and gave him (out weeks to accept it. Three weeks later, and before, John had responded. Paul

- A. Paul does not have the right to withdraw the offer within the four-week period.
- **B. Paul has the right to withdraw the offer at any time before acceptance.**
- C. John can enforce the contract as the offer was formally made.
- D. John cannot enforce the contract but is entitled to claim damages from Paul.

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