

Commonwealth Schools of Insurance

P.O. Box 22414, Louisville, KY 40252-0414 • 502.425.5987 • FAX 502.429.0755

E-mail: info@commonwealthschools.com

INSTRUCTIONS TO COMPLETE THE CONTINUING EDUCATION COURSE

Thank you for choosing the Commonwealth Schools of Insurance to fulfill your continuing education requirements.

Please follow the instructions below to complete the course:

STEP 1

Once you have read the material, please print the ANSWER SHEET, AFFIDAVIT and QUESTIONS that follow this page. IDOI requires that all continuing education test be proctored by and currently licensed Indiana insurance agent. After printing the ANSWER SHEET, please fill out the requested information clearly and completely.

STEP 2

TEST QUESTIONS must be answered on the page that follows. You must score 70% or better to receive credit for this course.

STEP 3

After completing the TEST and STUDENT INFORMATION marked with an "X" on the Affidavit, have the test proctor complete the bottom of the Affidavit. Completed Answer Sheet and Affidavit may be emailed, faxed or mailed to:

Emailed to:	info@commonwealthschools.com
Faxed to:	502.429.0755
Mailed to:	Commonwealth Schools of Insurance, Inc. P O Box 22414 Louisville, KY 40252-0414

Please note that your ANSWER SHEET and AFFIDAVIT will not be processed without payment. Payment arrangements are listed on the ANSWER SHEET.

YELLOW CARD SPECIAL

Simply complete and return all 24 hours of CE at the same time.

Regardless of the prices listed, your total charge will be

\$99.00

NOTICE

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The material contained in this course cannot be used as an original source of authority on legal matters. Any references made to laws and regulations in this material have been edited and summarized for clarity; and changes in these laws and regulations may have occurred since this course was published. The reader should always consult legal counsel as appropriate.

**INDIANA DEPARTMENT OF INSURANCE
AFFIDAVIT OF PERSONAL RESPONSIBILITY**

Instructions to Course Provider: This document does not replace Certificate of Completion. The original affidavit is to be returned to you with finished examination and must be retained in your files for seven (7) years.

I affirm, under penalties of perjury, that I personally completed the entire text of the self-study course(s) listed below. I also affirm, under penalties of perjury, that I completed the exam without assistance from any source. I understand that it is my responsibility to file or maintain my Certificate of Completion as required by the Indiana Department of Insurance.

X _____
AGENT'S SIGNATURE

X _____
DATE

X _____
AGENT'S LICENSE NUMBER

AFFIDAVIT OF EXAM COMPLETION

I hereby certify, under penalty of perjury, that I am a duly licensed insurance agent in the State of Indiana and that I administered the **closed book final examination** for the course listed below and that it was completed without assistance or outside help of any kind, including the study material.

Name of Student X _____ License Expiration Date X _____

Address X _____ City/State/Zip X _____

Social Security No. X _____ Date of Birth X _____

Name of Course: Commercial Insurance - 12 hrs - 25780

Name of Course Provider: *Commonwealth Schools of Insurance*

Location Exam was taken _____

Date Exam was taken _____

***Printed Name of Exam Witness

Signature of Exam Witness

***License Number of Witness

Business Phone Number of Witness

Witness' Business Mailing Address _____

*****Your test must be proctored by an actively licensed Indiana Insurance Agent.**

Please Note: This form must be completed before your course will be graded and submitted to IDOI.

IDI:CE 11/2000

Commercial Insurance

(This course is approved by IDOI for 12 credit hours of continuing education)

PLEASE PRINT CLEARLY

First Name	M.I.	Last Name	
Home Mailing Address	City	State	Zip Code
Business Name			
Business Address	City	State	Zip Code
Home Telephone	Business Telephone	Email Address	

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YELLOW CARD SPECIAL

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CHECKS AND ALL MAJOR CREDIT CARDS ARE ACCEPTED:

COURSE FEE \$64.00 or Check Here for Yellow Card Special

CARD NO. _____ **EXP DATE** _____

CREDIT CARD BILLING ADDRESS _____

SIGNATURE: _____

Commercial Insurance Exam

1. The legal term which usually involves the representation of insurance companies seeking to recover on paid losses from liable third parties, including lien negotiation and enforcement proceedings is defined as which one of the following:
 - A. Required Underlying Limits
 - B. Medical Expense Limit
 - C. Subrogation
 - D. Fire Damage Limit

2. The business income and extra expense form provides all but which one of the following additional coverages:
 - A. Limited Business Income
 - B. Civil Authority
 - C. Extra Expenses
 - D. Alterations/New Buildings

3. The insuring agreement clause found in most umbrella policies as opposed to the pay on behalf agreement is which one of the following:
 - A. Indemnity
 - B. Contractual Liability
 - C. Bailee Coverage
 - D. Earthquake Coverage

4. Insurance for a covered incident resulting in loss of use of property for a period of time is called which one of the following:
 - A. Replacement Cost
 - B. Contractual Liability
 - C. Bailee Coverage
 - D. Time Element

5. Some causes of claims for General Partners' Liability and Limited Partnership Reimbursement coverage are all but which one of the following:
 - A. Selling of registered limited partnership interests
 - B. Untrue written or oral statements made by the general partners
 - C. Incomplete disclosure of facts
 - D. Appointment of drilling contracts without proper prior investigation as to their experience

6. Liability insurance differs from property coverage by all but which one of the following:
 - A. Pays for the insured's activities, or the insured's business, which cause damage or loss
 - B. Coverage pays for direct damage to the insured's property.
 - C. Covers the legal liability an insured has to others
 - D. Covers the suits or claims made by others against the insured.

7. Comprehensive General Liability covers liability and property damage on behalf of an insured business up to the limit, of the policy subject to certain exclusions. Some exclusions would include all but which one of the following:
 - A. Intended injury
 - B. Liquor
 - C. Liability and property damage of an insured business
 - D. Recall of products

8. Coverage B applies to “personal injury” caused by an offense arising out of the named insured’s business, and “advertising injury” caused by an offense committed in the course of advertising the named insured’s goods, products, or services. Personal injury includes all but which one of the following:
- A. Any liability arising from oral or written statements published before the effective date of the policy
 - B. False arrest, detention, or imprisonment
 - C. Malicious prosecution
 - D. Oral or written publication of material that slanders or libels a person or organization
9. The commercial general liability rates for an organization can be determined from the class code of the organization in which one of the following:
- A. ISO Commercial Lines Manual Classification Table
 - B. Rate X Rate Exposure = Premium
 - C. Supplementary Payments
 - D. CGL policy
10. The first function of a drop-down coverage applies when a manufacturer has a CGL policy with an each-occurrence limit of which one of the following:
- A. \$5,000,000
 - B. \$500,000
 - C. \$50,000
 - D. \$100,000
11. The Commercial Package Policy (CPP) contains all but which one of the following:
- A. Almost any risk is eligible
 - B. Apply to all commercial property coverage forms
 - C. Eliminates the need to repeat common policy conditions
 - D. Properties eligible for coverage under ISO’s Homeowner’s Program
12. Under the rules and forms of Insurance Services Office (ISO), a commercial package policy (CPP) must include all but which one of the following:
- A. Common policy conditions
 - B. Two or more coverage parts
 - C. Loss settlement
 - D. Common declarations page
13. Under Commercial Property Coverage Forms, other causes-of-loss are explained or restricted, such as all but which one of the following:
- A. Fire in a stove
 - B. Riot and civil commotion
 - C. Sinkholes
 - D. Spacecraft

14. Under the earthquake form, all earthquake shocks that occur within which one of the following are considered to be a single occurrence.
- A. 3 days
 - B. 1 week
 - C. 5 days
 - D. 2 weeks
15. If the insurance company adopts any revision that would broaden the coverage under the commercial property coverage part and for which there is no additional premium charge, what happens to the broader coverage is which one of the following:
- A. Cancelled
 - B. Not extended automatically to outstanding policies
 - C. Extended automatically to future policies
 - D. Extended automatically to outstanding policies
16. The processes in electronic commerce include enabling a customer to do all but which one of the following:
- A. Purchase items securely
 - B. Spread of a computer virus
 - C. Select items to purchase
 - D. Access product information
17. At a minimum, insureds will need some form of all but which one of the following three coverages, or their equivalent, in their liability insurance program to respond to e-commerce liability risks:
- A. Professional liability
 - B. Multimedia errors & omissions
 - C. Excess liability
 - D. Commercial general liability
18. New e-commerce insurance policy forms and endorsements must be carefully reviewed to make sure quoted coverage covers all but which one of the following:
- A. Professional liability
 - B. Omissions risks
 - C. Media errors
 - D. Exclusionary endorsements
19. Many publishers are just beginning to appreciate that they can be vulnerable to liabilities created by all but which one of the following:
- A. Physical events
 - B. Credit card information stolen from their e-commerce areas
 - C. Malicious rants in the chat rooms they sponsor
 - D. Copyright infringements contained in the vast amounts of material now being amassed on their sites.
20. Employee dishonesty and third-party malicious conduct exposures have which one of the following risks associated with them:
- A. Liability
 - B. First party
 - C. Casualty
 - D. Property

21. Commercial crime insurance includes several forms for covering all but which one of the following:
- A. Transportation
 - B. Money
 - C. Securities
 - D. Property other than money and securities for various crime-related causes-of-loss
22. Computer-targeted crime examples include all but which one of the following:
- A. Invasion of privacy
 - B. Entrapment
 - C. Virus attacks
 - D. Theft of hardware/software
23. Some domain name disputes involve clear abuses of the registration system who hijack or reserve scores of domain names are called which one of the following:
- A. Trademark owners
 - B. Potential customers
 - C. Cyber squatters
 - D. First-reserved
24. Through use of warrants, subpoenas, court orders, or subscriber consent, the government may obtain information about all but which one of the following:
- A. Internet sites visited
 - B. Subscriber transactions
 - C. E-mail subscribers
 - D. Browsing of confidential taxpayer records
25. The advertising injury coverage in a company's comprehensive general liability (CGL) insurance may apply to pay for the defense and liability in disclosure of trade secrets claims. These claims may fall within the provisions for all but which one of the following:
- A. Cost of such insurance
 - B. Piracy
 - C. Unfair competition
 - D. Infringement
26. The terms "fidelity insurance" and "fidelity bonds" often refer to all but which one of the following:
- A. failures of public officials to faithfully perform official duties
 - B. various protection offered for fraudulent acts of non-employees,
 - A. coverage for losses caused by the dishonest acts of an insured's employees
 - D. certain acts of directors of an uninsured company

27. Provisions in the crime general provisions form apply to all coverage forms included in the crime coverage part. These provisions fall into all but which one of the three general categories:
- A. Definitions
 - B. Conditions
 - C. Exclusions
 - D. Loss resulting from the seizure or destruction of property by order of governmental authority
28. The blanket form A of covered employee dishonesty extends coverage to losses caused by employees who are temporarily outside the covered territory for which one of the following time periods:
- A. Not more than 90 days
 - B. Not more than 60 days
 - C. Not more than 30 days
 - D. Not more than 45 days
29. Form D – Robbery and Safe Burglary covers all but which one of the following:
- A. Damage to the insured’s premises
 - B. Coverage for money and securities
 - C. Coverage inside the premises is for loss or damage resulting from robbery of a “custodian” or from safe burglary
 - D. Through a coverage extension, property is also covered while in the care and custody of an armored car service
30. The organization having jurisdiction over fidelity bond forms, develops rules and statistics used for rating employee dishonesty coverage and forgery or alteration coverage is which one of the following:
- A. The Insurance Services Office
 - B. Form E-Premises Burglary
 - C. The Surety Association of America
 - D. Commercial Crime Policies
31. Tort law now defines acceptable safety guidelines in all but which one of the following:
- A. Lawn mower design
 - B. Heart surgery
 - C. Ski slope grooming
 - D. Vaccine dispensation
32. A professional can find himself or herself faced with a problem in obtaining professional liability or malpractice insurance coverage. These situations can range anywhere from all but which one of the following:
- A. Malpractice claims/lawsuits
 - B. Felony conviction
 - C. Claims adjusters
 - D. Disciplinary actions

33. Historically and generally speaking, an insurance broker principally does which one of the following:
- A. May be held liable for wrongdoing
 - B. Is involved in the controversy
 - C. Decides how much money is to be spent on insurance.
 - D. Represents the insured in an insurance transaction
34. The areas of greatest danger and exposure to malpractice actions for insurance agents involve suits brought about by the clients or prospective clients against them for all but which one of the number of reasons:
- A. Failure to advise client promptly concerning inability to obtain renewal, rejection, or cancellation
 - B. Failure to cancel insurance that the agent had contracted to obtain
 - C. Failure to apply for coverage promptly with a solvent and authorized carrier
 - D. Failure to obtain adequate coverage
35. Liability for defects attributed to plans and specifications. This usually involves dangerous conditions that could cause injury or death resulting from all but which one of the following:
- A. Foundation of a building being adequate
 - B. Waterproofing, heating, or air conditioning inadequacies
 - C. Fixtures that may be inadequate or badly installed
 - D. Improper specification of materials
36. Liability insurance covers a person or an organization (partnership, corporation, etc.) for claims made by third parties (clients, patients, customers, etc.), alleging negligence in the rendering of, or the failure to render, _____ services.
- A. Professional
 - B. Product
 - C. Industrial
 - D. Fire
37. As a rule, most of a client's companies will require minimum limits of \$1,000,000 in General Liability and _____ in Professional Liability coverage.
- A. \$5,000,000
 - B. \$3,000,000
 - C. \$1,000,000
 - D. \$8,000,000
38. _____ insurance is a basic safeguard for a business for unintentional mistakes.
- A. Errors and Omissions
 - B. Professional
 - C. Product
 - D. Mechanical

39. Liability is generally defined as which one of the following:
- A. Those who might manufacture a defective component
 - B. The condition of being bound in law and justice to do something that may be enforced in the courts, and includes the probable cost of meeting that obligation
 - C. The seller of the product
 - D. Extremely dangerous situations
40. Any product-liability action based on duty to properly warn may be brought in negligence or strict liability, but the difference appears to be which one of the following:
- A. In strict liability, there is no requirement of proof of fault that conversely would be an integral part of any negligence case.
 - B. In strict liability, there are requirements of proof of fault that conversely would be an integral part of any negligence case.
 - C. All possible responsible parties do not have to be identified
 - D. Covers the liability of a product within “reasonable” use and over a set time period.
41. There are two basic tenets to warranty information. Full product liability warranty means all but which one of the following:
- A. A defective product or part must be fixed or replaced for free
 - B. The duration of an implied warranty is not limited
 - C. Warranty coverage is extended to whoever owns the product during the warranty period
 - D. A defective product or part must be fixed or replaced for a fee
42. An express warranty may be established in three ways; all but which one of the following:
- A. An “affirmation of fact or promise” regarding the product;
 - B. A description of the product
 - C. Rejection of the product
 - D. Use of a sample or model of the product
43. The backup protection companies buy in the event of catastrophic accidents is which one of the following:
- A. Excess Insurance
 - B. All coverage product liability
 - C. Product Liability
 - D. Manufacturer’s written warranty
44. Fire loss is usually measured as which one of the following:
- A. Safety
 - B. Check lists
 - C. Number of deaths or dollars of property damage
 - D. Fire suppression and confinement

45. In the battle against fire losses, one of the insurance industry's most important weapons is which one of the following programs:
- A. Public Protection Classification
 - B. ISO
 - C. State Department of Insurance
 - D. National Department of Insurance
46. Every year, fires injure which amount of the following people:
- A. 200,000
 - B. 120,000
 - C. 10,000
 - D. 20,000
47. The effectiveness of a fire-prevention and emergency-preparedness program is directly related to which one of the following:
- A. Government's commitment and involvement
 - B. Management's commitment and involvement
 - C. Insurer's commitment and involvement
 - D. Employee's commitment and involvement
48. The standard Boiler and Machinery policy contains three extensions of coverage. The three extensions are all but which one of the following:
- A. Automatic Coverage
 - B. Involuntary Coverage
 - C. Defense Cost and Supplemental Payments
 - D. Expediting Expense Coverage
49. Boiler and machinery policies focus on risk exposures from which one of the following:
- A. Steam-related machinery and other machinery used in businesses
 - B. Coal-related machinery and other machinery used in businesses.
 - C. Nuclear-related machinery and other machinery used in businesses.
 - D. Steam-related machinery and other machinery used in war.
50. Boiler and machinery insurance policies contain four sections and also a list of endorsements and exclusions. Which one of the following sections helps to accelerate repairs resulting from the accident involving the insured object:
- A. Section 4
 - B. Section 1
 - C. Section 2
 - D. Section 3
51. There are six object definitions endorsements that may be attached to the boiler and machinery coverage form. Which one of the following is not an endorsement:
- A. Pressure and Refrigeration Objects
 - B. Turbine Objects
 - C. Mechanical Objects
 - D. Business Income

52. Glass insurance includes coverage for all but which one of the following:
- A. Debris removal of covered property
 - B. Removal of obstructions (except window displays)
 - C. Repair or replacement of frames encasing the damaged glass
 - D. Payment for expenses to board up openings or install permanent plates
53. Inland marine policies may cover property for export, when such property is not subject to export risk under marine (ocean) policies, in all but which one of the following:
- A. Coverage will be granted in excess of 120 days at premises owned, leased, or controlled by consignee
 - B. Export property may be covered wherever the property may be without restriction as to time, provided the coverage of the issuing companies includes hazards of transportation.
 - C. Export property is deemed to acquire its character when designated as such, or while being prepared for export and retains that character unless diverted for domestic trade
 - D. When so diverted, the provisions of these sections respecting domestic shipment shall apply;
54. Inland marine insurance covers the types of property designated in the Nationwide Marine definition, including all but which one of the following:
- A. Movable equipment
 - B. Handling costs
 - C. Instrumentalities of communication and transportation
 - D. Goods of bailees' customers
55. Coinsurance is an important concept in property insurance. Most inland marine insurance policies have which one of the following percentages for coinsurance clauses:
- A. 90% B. 75% C. 80% D. 60%
56. The Covered Cause of Loss form includes coverage from all causes of direct physical loss, except that which is excluded. The form excludes all but which one of the following loss causes:
- A. Government action
 - B. Nuclear hazard
 - C. Bad debts
 - D. Delay, loss of use, loss of market or other consequential loss
57. Hull insurance protects the insured against physical loss or damage to the aircraft, including engines and other components. It typically covers all but which one of the following:
- A. Theft
 - B. Acts of terrorism
 - C. Collision
 - D. Fire

58. All but which one of the following risk-control techniques include risk management designed to minimize the frequency or severity of accidental losses or to make losses more predictable
- A. Exposure avoidance
 - B. Segregation of loss exposures
 - C. Loss prevention
 - D. Inadequate income
59. According to the National Association of Insurance Commissioners, "...underwriting cycles may be caused by all but which one of the following factors:
- A. Adverse loss shocks
 - B. Supracompetitive prices
 - C. Over pricing in soft markets
 - D. Changes in interest rates
60. The revenue insurance product is called which one of the following:
- A. APHP
 - B. APH
 - C. AFBIS
 - D. CRC
61. Crop Insurance contracts transfer the risk to the insurance company once an individual pays a premium for their service. There are several different types of insurance programs; all but which one of the following:
- A. The Insured Assistance Program
 - B. The basic Multiple-Peril Crop Insurance
 - C. Crop-Hail Insurance
 - D. Catastrophic Risk Protection
62. The basics of risk management are all but which one of the following:
- A. Newly constructed properties in communities
 - B. Spreading the risk
 - C. Passing the risk off to someone else
 - D. Eliminating the risk
63. The perimeter of insurance law is defined as all but which one of the following:
- A. Distinguishes between what activities and practices are permitted by law and which of these are prohibited
 - B. A contract whereby, for a stipulated consideration, one party undertakes to compensate the other for a loss on a specified subject by specified perils
 - C. A distinct core of transactions, which are subject to all bodies of law
 - D. A system of rules of conduct for those operating within the business of insurance

64. Civil law is described as all but which one of the following:
- A. Protects the rights of individuals and governments
 - B. The penalty is dictated by a statute or ordinance: fine, imprisonment, or both are typical penalties.
 - C. And provides remedies for breach or duties.
 - D. The injured party generally requests payment of damages as reimbursement for the harm done
65. When the insurer states that coverage will be made retroactive to some point in time, such as when the application was made or when the medical examination was completed, it is defined as which one of the following:
- A. Claims made coverage
 - B. Conditional coverage
 - C. Interim coverage
 - D. A loss
66. The insurance agent has great responsibility and potential liability, defined as all but which one of the following authorities:
- A. Express
 - B. Implied
 - C. Apparent
 - D. Overt
67. Some acts which are prohibited by unfair claims settlement practices legislation include all but which one of the following:
- A. The failure to adopt and implement effective and efficient standards for the prompt investigation of claims
 - B. Knowingly misrepresenting to a claimant pertinent facts or policy provisions which relate to his coverage
 - C. Discouraging policy holders to initiate lawsuits in order to recover amounts due under policy coverage
 - D. The failure to maintain a complete record of all of the complaints received during recent years
68. Insurance fraud is defined as all but which one of the following:
- A. Any deliberate deception perpetrated against, or by, an insurance company or agent for the purpose of unwarranted financial gain
 - B. Falsifying information on applications for insurance claims
 - C. They no longer needed a professional claims staff
 - D. An attempt to obtain money from insurance companies by arranging a loss or accident

69. A 2008 fraud study found all but which one of the following statistics are true with policy holders regarding insurance fraud:
- A. Nearly 40% were “not very likely” or “not likely at all” to report someone who committed insurance fraud
 - B. Almost 25% think it’s either “quite acceptable” or “somewhat acceptable” to overstate the value of a claim
 - C. 33% of Americans surveyed think it's okay to defraud an insurance company
 - D. 75% said people commit insurance fraud because they can get away with it.
70. A deliberate attempt either to stage or invent an accident is defined as which one of the following:
- A. Hard fraud
 - B. Soft Fraud
 - C. Conspiracy
 - D. Accepting bribes
71. The insurance industry has long battled against insurance fraud through all but which one of the following:
- A. Insurance Committee on Arson Control
 - B. Coalition Against Auto Theft and Fraud
 - C. National Insurance Crime Bureau
 - D. Underwriters
72. Laws that help combat insurance fraud are all but which one of the following:
- A. Federal mail fraud statute
 - B. State laws patterned on the federal statute
 - C. Federal Racketeer Influenced and Corrupt Organizations (RICO)
 - D. Federal laws patterned on the state statute
73. The category composed of insurers with at least \$31 million but less than \$550 million in direct written premiums in 1999 is defined as which one of the following:
- A. Small insurers (n=140).
 - B. Large insurers (n=50).
 - C. Medium insurers (n=163).
 - D. Medium insurers (n=153).
74. Ethical problems within the industry include; all but which one of the following:
- A. Multiple-Company Insurers
 - B. Replacement of policies
 - C. Consolidation
 - D. Sale illustrations
75. All business transactions are based to a certain extent on
- A. Rules and regulations
 - B. Law
 - C. Money
 - D. Trust