



Quiz

Interpretation of Insurance Contracts

1. What are the three main components of insurance contracts?
 - a. Insuring clause, exclusions, endorsements
 - b. Insuring clause, insured objects, endorsements
 - c. Schedule, extensions of cover, endorsements
 - d. Insuring clause, exclusions, policy conditions
2. What does 'contra proferentem' mean?
 - a. Against the offeree
 - b. Against the insurer
 - c. Against the offeror
 - d. Against the insured
3. What will courts always consider as the starting point when interpreting insurance contracts?
 - a. The words of the policy
 - b. The subjective intentions of the parties
 - c. What the parties want the policy to mean
 - d. The value of the policy cover
4. Can extrinsic materials be used to determine the factual matrix of the contract?
 - a. Yes, but only if both parties agree
 - b. Yes, and ambiguity does not need to be present
 - c. No, extrinsic materials can never be considered

- d. Yes, but only if there is ambiguity
5. What approach did the NSW Court of Appeal take in its interpretation of the relevant clause in the insurance contract in the case of *HDI Global Specialty SE v Wonkana No. 3 Pty Ltd* [2020] NSWCA 296?
- a. Practical
 - b. Constrained
 - c. Commercial
 - d. Literal

Answers:

1. D 2. C 3. A 4. B 5. C