Professor: Robert H. Jerry, II
Office: 336 Hulston Hall
Phone: (573) 884-0946
Email: jerryr@missouri.edu

Class Schedule: 2:00-2:50, Tuesday & Thursday, Room 109

Office hours: open door, except 8-3 Tuesday & Thursday; also by appointment

**Course Goals and Objectives**

This course will explore advanced topics in automobile insurance. It will examine automobile insurance from a national perspective, but special emphasis will be given to Missouri law. We will study policy forms, statutes, regulations, and cases.

Property damage and bodily injury caused by motor vehicle accidents constitute a major segment of the tort landscape. Many lawyers who enter a general solo or small or mid-sized firm practice provide professional services for individuals and insurance companies with regard to bodily injury and property damage claims arising out of automobile accidents. Insurance coverage is at the core of these representations, and the dispute resolution guidelines of the insurance policy are critical to the processing of these claims. This course will help students interested in this area of law and practice acquire the foundational knowledge and skills necessary to provide representation with regard to these kinds of cases.

**Books**

Assignments in this course will be primarily readings in statutes, cases, and some other secondary authorities. These will be posted in electronic form on the course website. One book is required for this course: Robert H. Jerry, II & Douglas R. Richmond, Understanding Insurance Law (5th ed., LexisNexis Publishing, 2012).

**Course Web Site: TWEN**

I will use a course web page on TWEN (The West Education Network). The syllabus and other course materials will be posted on this website. I will also use the portal on the TWEN site to

---

1 Disclosure: A sum exceeding any royalties I receive on sales of this book to MU students will be donated to the University of Missouri Foundation for the benefit of law students at the University of Missouri-Columbia School of Law.
post assignments and other information about the course. I may occasionally send email messages to the email account that you designate when you register with TWEN. Please check your email account regularly to make sure it remains functional during the course.

**Course Grade; Class Attendance**

Your grade will be calculated as follows: Exam, 75%; Class Participation, 25%.

The final exam will be in the nature of a word-limited paper on an assigned topic; you’ll write the exam (i.e., paper) during the final exam period. Thus, it is a take-home final. The exam will be available on the first day of the exam period and will be due on the last day. It is anticipated that you will identify a two- to three-day window during the exam period to work on the paper. The instructions for the exam will state that you are allowed to consult any inanimate materials you wish, meaning you will not be allowed to confer with other persons (including, but not limited to, classmates).

Class participation will be evaluated on a 1-20 scoring system. Everyone starts with a 10, but particularly strong classroom participation or particularly weak participation will move the score up or down. One aspect of the class is that once every two weeks (once the class is underway) you will be asked to present a Missouri auto insurance case to the class and co-lead with me a discussion of the case.

American Bar Association rules require “regular and punctual class attendance” by students. In my past experience, exam performance strongly correlates with class attendance. Thus, I expect you to attend all classes. That being said, I understand that some absences are unavoidable; the common examples are personal illness (if you are contagious, you should not come to class), family health emergencies, professional development activities (such as a job interview), and the obligations of religious holidays. If you anticipate (or have) an unavoidable absence, please give me advance notice (if possible) and a brief explanation. Once you miss four classes for any reason, you should find a time to discuss the situation with me. Upon the fifth unexcused absence, you will receive a penalty on your final grade for the course. Upon the ninth unexcused absence, you will not be allowed to take the final exam, except with the permission of the Associate Dean for Academic Affairs. Having five or more unexcused absences creates a presumption of “particularly weak classroom participation.”

It may become necessary for me to cancel a class and schedule a make-up. Although attendance at make-up sessions is expected, your absence from a make-up session will not count as an unexcused absence. Because our class has a small enrollment, if (and only if) we have the consent of everyone in the class, we may be able to implement some special arrangements for rescheduling missed classes.

**Policies**

**Intellectual Pluralism**
The Law School community welcomes intellectual diversity and respects student rights. Students who have questions concerning the quality of instruction in this class may address concerns to either the Dean or Director of the Office of Student Rights and Responsibilities (http://osrr.missouri.edu). All students will have the opportunity to submit an anonymous evaluation of the instructor at the end of this course.

_Academic Integrity_

Academic integrity is fundamental to the activities and principles of both the Law School and the legal profession for which you are preparing to join. All members of the Law School community must be confident that each person’s work has been responsibly and honorably acquired, developed, and presented. Any effort to gain an advantage not given to all students is dishonest, whether or not the effort is successful. The Law School community regards breaches of its Honor Code as extremely serious matters. In the event that you violate our Academic Integrity rules on any portion of the work required for this class, you may expect a failing grade in this course as well as possible disciplinary sanctions ranging from probation to expulsion. When in doubt about plagiarism, paraphrasing, quoting, collaboration, or any other form of cheating, consult the course instructor.

_Disabilities_

If you anticipate barriers related to the format or requirements of this course, if you have emergency medical information to share with me, or if you need to make arrangements in case the building must be evacuated, please let me know as soon as possible. If disability related accommodations are necessary (for example, a note taker, extended time on exams, captioning), please register with the Office of Disability Services (http://disabilityservices.missouri.edu), S5 Memorial Union, 882-4696, and then notify either Associate Dean Henson or Denise Boessen in the main office of your eligibility for reasonable accommodations. For other MU resources for students with disabilities, click on "Disability Resources" on the MU homepage.

_Requirement of Consent for Redistribution of Recordings of Classes_

University of Missouri System Executive Order No. 38 lays out principles regarding the sanctity of classroom discussions at the university. The policy is described fully in Section 200.015 of the Collected Rules and Regulations. In this class, students may make audio or video recordings of course activity unless specifically prohibited by the faculty member. However, the redistribution of audio or video recordings of statements or comments from the course to individuals who are not students in the course is prohibited without the express permission of the faculty member and of any students who are recorded. Students found to have violated this policy are subject to discipline in accordance with provisions of Section 200.020 of the Collected Rules and Regulations of the University of Missouri pertaining to student conduct matters. In addition, a violation may affect a student’s grade.
**Laptops and Cell Phones**

I ask that cell phones be turned off during class, but there are exceptions. For example, if you are a parent or are responsible for a dependent, I understand that you may need to be available at all times (e.g., to deal with an emergency, etc.). If that is your situation, please put your phone on the “vibrate only” mode. There may be other exceptional situations that require a phone to be ready for use.

In that same vein, it is permissible to use laptops in class for note taking and to access Web materials related to the class. Because of the potential for a laptop screen to be distracting to those seated near you, what I expect is that you will not use a laptop during class for non-class purposes (such as checking e-mail, social media sites or other websites, or text messaging) or in any manner disruptive to those around you. This is simply one aspect of a shared value of our law school community -- that we all conduct ourselves professionally, which includes respecting our classmates and our class setting. If your use of a laptop becomes too distracting, you may be instructed to stop using it.

**How to Reach Me**

My office location, phone, email address, and office hours are at the top of this syllabus. One of the best times to reach me is right after class. You can always send me an e-mail, and I will try to respond as soon as I can; if you e-mail me about the course, please mention "Insurance Law" in the subject line in some way so that I will be less likely to miss your e-mail among the many I receive daily. If you need to see me but staying after class or coming in during office hours is not possible, please feel free to stop by at any other time; also, I will make an appointment with you if that would be helpful to your reaching me.

**Schedule of Topics (subject to change)**

[See TWEN for assignments on each topic]

I. The Personal Automobile Policy (“PAP”): See policy posted in TWEN

II. The Role of Insurance in the Auto Compensation System
   A. Loss Compensation Systems: Overview
   B. History of Automobile Accident Compensation
   C. Current Landscape for Compensating Automobile Accident Injuries
      1. Traditional System: Liability Insurance with Supplemental Coverages
      2. No-Fault Systems
      3. Choice Systems

III. Missouri Motor Vehicle Financial Responsibility Law (MVFRL)
A. Purpose
B. Mechanics of the Statute
C. Insurance as Proof of Responsibility

IV. The Framework of Missouri Auto Insurance in the Context of the PAP and MVFRL
A. Required Coverages
   1. Part A: Liability Insurance
   2. Part C: Uninsured Motorist Protection
B. Optional Coverages
   1. Part D: Collision
   2. Part D: Comprehensive
   3. Endorsement: Underinsured Motorist
   4. Part B: Medical Payments
C. Self-insureds

V. The Auto Policy’s Liability Coverage
A. Identifying the Insured
   1. Named & Additional Insureds
   2. Permissive Users (Omnibus Coverage)
B. The “Insuring Agreement”
   1. “Arising out of”
   2. Ownership
   3. Maintenance
   4. Use
   5. Territorial restrictions
   6. Policy Limits
C. Identifying the Vehicles Covered
D. Exclusions
   1. Named Driver/Named Insured
   2. Non-owned automobiles
   3. Family Member/ Household Exclusion
   4. Intentional Acts
   5. Other
E. Conditions
F. Other Issues
1. Multiple claimants
2. Overlapping coverages
3. Punitive Damages
4. Subrogation, Contribution, and Reimbursement

VI. The Auto Policy’s Uninsured (UM) & Underinsured (UIM) Coverage
   A. Insuring Agreement
   B. UM Coverage
      1. Offering, accepting, and rejecting UM & UIM
      2. Who is an Insured
   C. Named Insureds & Relatives or Family Members
   D. Defining an “uninsured motor vehicle”
   E. “Legally Entitled to Recover” Requirement
   F. Physical Contact Rule & “Hit and Run” Accidents
   G. Occupants of insured vehicle
   H. Persons injured by insured
   I. UIM Coverage
      1. Legislative Definitions of “underinsured”
      2. Insurance policy definitions of “underinsured”
   J. Exclusions & Limitations
      1. Owned but uninsured
      2. Workers Compensation & Disability Insurance
      3. Policy Limits
      4. Multiple Claimants
      5. Punitive Damages

VII. The Auto Policy: Part D, Property Coverages
   A. Collision
   B. Comprehensive

VIII. Part E: Duties after an Accident or Loss

IX. The Auto Policy: Part F, Conditions
   A. Other Insurance Clauses
   B. Reduction of Coverage Provisions
   C. Insurable Interest
   D. Rights of Secured Lender
E. Other

X. Other Common Endorsements

XI. Processing the Auto Claim
   A. Alternative Dispute Resolution
   B. Special Problems in Defense
   C. Special Problems in Settlement
   D. Bad Faith

XII. What’s on the Horizon?
   A. Measured Use Systems
   B. Second-Generation No-Fault
   C. Telematics
   D. Driverless Vehicles