Understanding Insurance Law
To Lisa.

For my father.

— R.H.J.

— D.R.R.
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Preface to the Sixth Edition

This preface to the sixth edition of Understanding Insurance Law is being written on the thirtieth anniversary of the publication of first edition in 1987. Four of the six editions have deep connections to Kansas. Bob Jerry wrote the first edition as a young professor at the University of Kansas School of Law. Doug Richmond, then a third-year law student at KU, read the first edition while taking an insurance law class taught by Professor Jerry. In 2003, a year after the third edition was published, Professor Jerry moved from the University of Missouri School of Law to the University of Florida to become the dean of the Levin College of Law (a position he held until 2014). With these new duties, he needed help if another edition were to see the light of day. Thus, in 2007 we joined as co-authors on the fourth edition, further cementing a friendship that began two decades earlier, and we completed the fifth edition in 2012.

The preface to the first edition observed that “[f]ew subjects as important as insurance law are so neglected by American law schools and law students,” but noted that academic attention to insurance law was showing signs of growth. Thirty years later, insurance law casebooks and treatises are abundant, scholarly interest in insurance law has expanded, practitioner-oriented materials are robust, the first ALI restatement in the law of insurance is soon to be considered for final approval, insurance law courses are popular at many law schools, and law students increasingly appreciate the practical importance of the subject. Indeed, educators and students in larger numbers understand what practicing lawyers have long known—that having foundational knowledge of insurance law is critically important, inasmuch as it is difficult to imagine a piece of litigation or a transaction that does not involve insurance in some way.

Because the subject of insurance law is vast, the aim of this book must be modest. Our purpose is to present in a single volume an analytic and substantive survey of the topics likely to be covered in an insurance law course. Because many of those topics are routinely subjects of litigation, we hope that insurance law practitioners and judges will also find parts of this book to be helpful. But our principal objective is to make the substance of insurance law accessible and understandable to law students, lawyers, and courts who are unfamiliar with the subject.

Much of this book is necessarily descriptive, but we intend that the text provide perspective—sometimes economic, sometimes historical, sometimes political, and always, we hope, practical. After all, students who read this book will soon be practicing lawyers, and we believe that studying the law from different perspectives produces lawyers better suited to solve clients’ problems. For judges and practicing lawyers, we hope that exposure to different approaches will perhaps shed at least some light on murky areas. Also, we are not shy about offering our own critical assessments of insurance law doctrines and their directions or evolution, but we have strived to separate description and opinion.

No book is solely the product of its authors, and this one is no exception. We have built on the work of many fine insurance law scholars and lawyers who devote their practices to insurance law. Professor Jerry gives special thanks to two people: first, his friend
Peter Maxfield, who in 1985 suggested that he write a text on the fundamentals of
insurance law; without this suggestion, the first edition would not have come into
existence; and second, Doug Richmond, for without the collaboration with him, the
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Doug Richmond is grateful to the many fine lawyers with whom he worked at his law
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We sincerely hope that readers find this book helpful to their understanding of insur-
ance law. We welcome all comments, criticisms, and suggestions. Like insurance lawyers
everywhere, we are still, and always, learning.

Robert H. Jerry, II
Douglas R. Richmond
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