

“TORT” LAW

- The contract/tort distinction (the economic loss rule)’
- Purposes of tort law
 - To promote safety
 - To promote predictability of behavior
 - To allocate the risk of loss or injury
- Elements of a claim for negligence
 - Existence of a standard of care (duty)
 - Breach of the standard of care
 - Causal link between the breach and specific consequences
 - Injury to the claimant from the consequences of the breach
- Expert witnesses and proof of the standard of care
- Negligence per se
- Proximate causation and comparative negligence
- Elements of damages
 - E.g., lost wages, cost of repair/replacement, pain & suffering
 - Damages do not include “betterment”
- Contribution and indemnity
 - Indemnity via contract or via agency
 - Contribution Among Joint Tortfeasors Act

INSURANCE

- Professional liability (errors & omissions) insurance
 - Coverage limit
 - Deductible
 - Declining balance
 - Retroactive date
 - Premium
 - “Claims made” policy and “tail” policies
 - Practice policies versus project policies
 - Reporting of claims
- Commercial general liability insurance
 - Minimal value for architects
 - Primary insurance for contractors
 - Being named as an additional insured party
- Automobile liability insurance
- Builder’s risk insurance
 - Covers work-in-place and materials stored on site
 - No-fault property policy, not a liability policy
 - May be purchased by general contractor or by owner
 - Subrogation and its waiver
- Worker’s compensation insurance
 - Coverage for claims by one’s own employees
 - Strict liability, but exclusive remedy
- Certificates of insurance