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## Insurance and the Law

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### Recommended Citation

Shauhin A. Talesh, *Insurance and the Law*, in *International Encyclopedia of the Social & Behavioral Sciences*, 2nd ed., (James D. Wright, ed., 2015).

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*Legal Studies Research Paper Series No. 2015-62*

## ***Insurance and the Law***

*(IN: International Encyclopedia of the Social & Behavioral Sciences,  
2<sup>nd</sup> ed., Vol. 11, James D. Wright, Editor, Forthcoming, 2015)*

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**Non Print Items**

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**Keywords**

Contracts; Governance; Insurance; Law and Risk; Law and Society; Liability; Organizations; Regulation; Torts

ELSEVIER SECOND PROOF

a0005 **Insurance and the Law**

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This article is a revision of the previous edition article by T. Baker, volume 11, pp. 7587–7591, © 2001, Elsevier Ltd.

**Abstract**

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Insurance and the law are interconnected. Legislation, court decisions, and regulations impact and influence the meaning of private and social insurance arrangements in society. While the law shapes and influences what insurance means in society, insurance also exerts a regulatory force over its subjects and acts as a form of governance beyond the state. Drawing from sociolegal scholars who study the gap between the law on the books and the law in action, this article explains the basic forms and functions of insurance in society and explores insurance's intertwined relationship with the law.

p0015 As Justice Black of the United States Supreme Court wrote in 1945: "Perhaps no modern commercial enterprise directly affects so many persons in all walks of life as does the insurance business. Insurance touches the home, the family, and the occupation or the business of almost every person in the United States" (*United States v. South-Eastern Underwriters Association*, 1945).

p0020 The law shapes and influences what insurance means, while the law is simultaneously influenced by insurance. Courts interpret the meaning of insurance policies, statutes establish what social insurance and other public sector insurance arrangements are permitted, and insurance regulations attempt to enforce state insurance laws, promulgate rules and regulations, and conduct hearings to resolve disputed matters pertaining to insurance. Private insurance arrangements in particular depend on a well-defined and robust contract law and a regulated market. While the law influences insurance, insurance also exerts a regulatory force over its subjects and acts as a form of governance beyond the state. Moreover, the presence of liability insurance often shapes how tort lawsuits are structured. Insurance is also an ideological construct that influences the relationship between law and regulation, such that much of society is governed through risk, both within the boundaries of insurance but even beyond insurance. Although ideas about what is insurable and what should be insurable vary over time and location, it is clear that risk and insurance impact so many aspects of society.

p0025 Drawing from sociolegal scholars who study the gap between the law on the books and the law in action, this article explains the basic forms and functions of insurance in society and explores the intertwined relationship of insurance and the law.

s0005 **What Is Insurance?**

p0030 Although there is not one formal definition of what insurance is (Kimball, 1992: 1; Abraham, 2013), insurance is generally thought of as a formal mechanism for sharing costs for misfortune or injurious experiences. Insurance deals with 'risk', that is, the chance that something can happen (often something negative). In the insurance field, risk is often conceptualized in two ways: (1) a person, property, or

enterprise that is insured; and (2) the possibility that something can harm that person, property, or enterprise. Insurance essentially protects the persons or things insured against the possibility of harm.

Contemporary insurance arrangements are designed around a formal and organized scheme for the distribution of an economic loss over a large number of persons subject to the risk of a particular loss, with a goal of replacing the uncertain risk of loss with a predictable cost. The loss is often distributed by transferring the risk to an insurer (risk transfer). The loss is distributed in advance, often by charging a fixed premium or by charging an assessment after the event, or by some combination. For the insuring agreement to function well, the incidence of the loss should generally be reasonably predictable for some class of persons from which the participants will be drawn (risk pool), and therefore for any sufficiently large number of such participants taken at random (Abraham, 1986).

Because of the variation in the size and complexity of insurance, insurance can be characterized in multiple ways: (1) by line, which divides insurance into property and casualty insurance (fire, ocean, title, errors and omissions, and various forms of liability insurance) and personal insurance (life, accidental death or dismemberment, disability, and health insurance); (2) by interests protected, which distinguishes first-party insurance (the policyholder insures his or her own interest in a person's life or in property) and third-party insurance (liability insurance, which pays proceeds to a third party to whom an insured becomes liable); (3) by method of marketing, which distinguishes between group versus individual policies, and among insurance entities based on the methods used to sell policies (agents, brokers, etc.); and (4) by insurer organization, which acknowledges the various structures through which insurance entities operate (e.g., stock companies, mutual companies, reciprocal exchanges, Lloyd's associations, and various hospital and medical organizations) (Jerry and Richmond, 2012).

In general, legal scholars tend to divide the insurance law field into two subareas. One focuses on the law concerning the relationship between private insurance organizations and their insureds. This is most often developed from judicially articulated doctrines that regulate the relationship between an insurer and policyholder and is considered a part of contract law (although tort law and agency law principles and

some statutes and administrative regulations are sometimes important to this framework). The other realm of insurance law is largely a series of statutes enacted by state legislatures and administrative regulations developed by agencies that exist in most states. This is considered a part of the law of regulated industries (e.g., Baker, 2010; Jerry and Richmond, 2012; Cousy, 1999).

### s0010 **Insurance as Contract**

p0050 Historically, insurance law has been considered derivative of contract law (Baker, 2008). Contemporary insurance institutions were derived from two distinct roots: (1) insurance as a mutual benefit protecting a fraternal group or (2) insurance as a commercial enterprise promoting trade and investment. Under either scenario, “insurance was a voluntary undertaking whose obligations were determined almost exclusively according to the rules governing the field of law that came to be known as the law of contracts” (Baker, 2008: 29).

p0055 By the mid-nineteenth century, courts in Europe and the United States recognized that insurance contracts were not traditional contracts, that is, voluntary agreements with terms that are negotiated between two parties with equal bargaining power. Rather, insurance policies are largely contracts of adhesion. Rarely do insurance companies and policyholders have equal bargaining power. Insurance companies typically use standard-form contracts with terms that are not subject to negotiation. Standard-form insurance policy provisions are often vague and drafted at a level of generality that leads to differing expectations about the scope of coverage within the policy. Moreover, most individuals do not have much knowledge about precisely what they are purchasing, especially because they often purchase insurance through intermediaries such as agents (who often offer minimal explanation of what the insurance policy provisions mean). On the other hand, insurance companies are often repeat players, wealthy, and the more sophisticated economic entity when dealing with a prospective insured. There is also not much variation in the market; with some exceptions (Schwarcz, 2011), insurance companies offer similar contract terms to consumers with similar profiles and needs. Moreover, insurance companies not only have more information, but better information concerning the meaning and value of the insurance policy than the person seeking to purchase insurance. Due to its gatekeeping function (see ‘Insurance as Gatekeeper’ later in the article), insurance is often not voluntary but a prerequisite to obtaining other privileges in society.

p0060 Although government regulation of insurance began in the United States during the latter half of the nineteenth century, the relationship between insurers and policyholders has remained largely within the domain of contract law. Courts and state regulations attempt to provide some protection to insureds, albeit with varying degrees of success. In particular, state regulations in the United States require premarket approval of some of the terms of insurance policies. Courts use the *contra proferentem* principle to try to protect insureds. Courts invoking this principle hold that ambiguities in a contract should be construed against the drafter. This interpretive principle is often used to supersede rather than interpret

insurance policy language. Although regulatory agencies and courts can provide a formal check on the asymmetric relationship and require companies to reform the content of the standard form insurance policy, insurance companies often retain the contractual ability to modify insurance policy provisions going forward (to make policy provisions less ambiguous). By exercising this ability, companies can avoid judicial and regulatory scrutiny. Thus, contract law has and will continue to define the major aspects of the relationship between insurers and policyholders.

### **Insurance as Regulation**

Insurance is also a form of regulation that affects many aspects of our lives. The state engages in the regulation of its citizenry by setting eligibility requirements and benefit levels for social insurance. Insurance companies establish the underwriting criteria, standards, and charge premiums. These mechanisms allow insurance companies to control who can or cannot obtain insurance. Through insurance policy terms and pricing, insurance companies also establish norms of conduct. Private insurance policies for life, health, and property often take the form of private legislation or regulation through exclusions and conditions. Thus, insurance is able to regulate even acts within the home or business, where traditionally individuals have been free from interference (O’Malley, 1991; Baker, 2010; Ben-Shahar and Logue, 2012). The following sections highlight two specific ways that insurance regulates law and society: (1) insurance as gatekeeper and (2) insurance as a specific form of tort regulation.

### **Insurance as Gatekeeper**

Insurance serves a gatekeeping function in society because it is a prerequisite to other activity. Generally a person cannot register an automobile without automobile insurance, obtain a commercial business loan without business-owners’ insurance, bid on a government contract without a surety bond, obtain practice privileges at hospitals without medical malpractice insurance, and sign a commercial lease without commercial property and liability insurance (Baker, 2010).

Home ownership in the United States quite clearly illustrates the gatekeeping function insurance plays. Home ownership is traditionally considered one of the fundamental features of the American economy. Thus, the availability of mortgages at a reasonable and affordable rate is often regarded as an important economic indicator. However, homeowners’ insurance plays an important role in the availability of mortgages, because one cannot take out a mortgage without homeowners’ insurance. In particular, obtaining homeowners’ insurance is mandatory for standard mortgages and homeowners’ insurers often use their own underwriting concerns that are independent from the screening procedures implemented by the lender (Squires, 1997).

### **Liability Insurance as Financier for the Tort System**

Liability insurance acts as a form of tort regulation and in doing so, finances the civil litigation system. Tort law in action is often

s0015p0065s0020p0070p0075s0025p0080

shaped by the absence or presence of liability insurance. Over the past century, tort law has continually sought available sources of recovery and often creates and expands the liability of individuals and businesses that are likely to be covered by or have access to liability insurance (Abraham, 2008). As tort law expands, so does liability insurance. For example, medical liability insurance grew with medical liability and became so intertwined with it that occasional medical liability insurance crises are widely interpreted as medical liability crises (Baker, 2005a). Product liability doctrine has been facilitated by product liability insurance. Insurance companies responded by creating new forms of liability insurance to address the new liabilities when existing insurance was not available. Employment liability insurance rose as employment liability grew in the late nineteenth century. Moreover, state workers' compensation statutes enacted in the early twentieth century addressed the rising number of work-related accidents and the fact that the litigation system was unpredictable, expensive, filled with delays, and often led to small recoveries for people with work-related injuries. Workers' compensation laws allowed individuals suffering work-related injuries to receive compensation relatively quickly and without needing to obtain a lawyer and establish tort liability (Friedman and Ladinsky, 1967; Talesh, 2012). Even the US government took steps after the terrorist attack of 11 September 2001 to design a first-party liability insurance scheme, to compensate victims' families who otherwise would have had to use the tort system to seek relief. The compensation fund established by British Petroleum in response to the oil spill that occurred in the Gulf of Mexico in 2010 provides a more recent example of how insurance-based principles are used to preempt tort liability.

p0085 Because of consumer debt and the ability of bankruptcy courts to discharge civil liabilities, liability insurance is the primary asset on which plaintiffs can count when seeking to collect tort judgments. Without liability insurance, many underserved individuals who were innocently injured as the result of a tort by another person would not be compensated through civil litigation. Liability insurance in action means that when an injured victim brings a tort claim against a tortfeasor, it is the liability insurer that often defends the claim and, if necessary, pays the claim (Gross and Syverud, 1996). The presence of liability insurance consequently shapes how plaintiffs and defense lawyers litigate cases (Yeazell, 2001). A plaintiff lawyer's decision to represent an injured victim in a tort case is predicated not merely on proving the elements of a tort but on the defendant's ability to pay (Baker, 2005b). Liability insurance determines who can be sued, for how much, and for what wrongs. For individuals bringing tort-based lawsuits, "liability insurance is a de facto element of tort law, [and a] de facto cap on tort damages" (Baker, 2005b: 13). Even large corporations with significant assets often have liability insurance, but this relationship does not necessarily make litigation more efficient; large corporations involved in tort lawsuits often spend a significant amount of time convincing their own insurance companies to pay (Baker and Griffith, 2010).

p0090 In one of the early but influential studies of the gap between the law on the books and the law in action, Ross's (1970) study of automobile insurance adjustors in the late 1960s revealed how liability insurance led insurance claims administrators to

focus on interpreting and implementing tort law by primarily managing aggregate costs rather than determining the individual fault of defendants:

Adjustment of insurance claims compromises the legal mandate for individualized treatment with the need of a bureaucratic system for efficient processing of cases. This compromise can be observed at many points in the processes of investigation and evaluation. Investigation is vastly simplified, for instance, by presumptions as to liability based on the physical facts of the accident. Accidents are thus seldom individualized to an insurance adjuster or a claims attorney. Rather, they are rear-enders, red-light cases, stop sign cases, and the like and the placement of an accident into one of these categories ordinarily satisfies the requirements for investigation of liability....

p0165

A large-scale society proceeds by routinizing and simplifying inherently complex and difficult procedures. This is how the work of the world is done. This is the law, as it is experienced by its clients rather than by its philosophers (Ross, 1970: 135).

p0170

Thus, under Ross's study, liability insurance is a bureaucratic claim processing mechanism that renders large amounts of tort law into a simple, manageable set of compensation rules and procedures. Although Ross focused on automobile claims, others have demonstrated how tort claiming is highly connected to liability insurance in a number of other tort subfields (Abraham, 2008; Abraham and Liebman, 1993; Baker, 2005a; Vidmar et al., 2005; Baker and Griffith, 2010).

p0095

Other forms of insurance also regulate tort law in action. When a statutory insurance scheme is in place, tort liability is often limited. Such statutory schemes have multiple effects: (1) they sometimes create a bar on certain types of tort claims; (2) they alter the manner in which tort claims are resolved by causing plaintiffs' lawyers to frame their claim in a manner that avoids being precluded from recovery; and (3) they lower the potential level of total recovery for a tort by making it more difficult to sue in tort when health, disability, or property insurance are covering an injury. Conversely, the existence of first-party insurance can sometimes (depending on the jurisdiction's collateral source rules) lead to a potentially higher tort recovery because collecting from the first-party insurance carrier shortly after the injury occurs can decrease the need or desire to settle early in the case, which allows litigants to pursue a more aggressive litigation strategy.

p0100

In some respects, legal insurance in Europe (and to a lesser extent in the United States) is an attempt to finance the litigation process even further by prospectively offering coverage for the risk and cost of a lawsuit. Legal insurance, legal cost insurance, or simply legal protection insurance is a form of voluntary private insurance that covers the costs of legal proceedings. With some variation, legal insurance in Europe covers all costs related to bringing or defending a claim, though not the claim itself. Although legal insurance covers claims arising out of contracts, social insurance, some family matters, and defense of criminal and misdemeanor cases (among others), "insurance for motoring and traffic accidents has been the main factor behind the expansion [of legal insurance]" (Raiser, 2001: 8639). Although less present in the United States, legal insurance is often reflected in two ways: (1) prepaid legal services offered by trade unions and professional groups to their members and (2) group legal

p0105

services plans, which cover workers in a particular branch and are financed primarily by the employers. These legal service plans allow workers and families greater access to legal counseling and, if necessary, legal support in court. Although neither the European nor the American markets are dominated by legal insurance, the existence of these insurance schemes reflects an awareness that litigation is often financed by insurance and provides a market for people to shift legal risk away from themselves.

### s0030 Insurance as Governance

p0110 A series of empirical studies in the past two decades has also helped us understand how insurance institutions, forms, technologies, and visions (Ewald, 1991) act as a form of governance beyond the state (Ericson et al., 2003; Ericson and Doyle, 2004). Beginning with Heimer's (1985) inquiry into how insurers manage moral hazard in property and fidelity insurance relationships and continuing with Ericson et al.'s (2003) comprehensive research on the Canadian insurance industry, scholars have begun to understand how insurance is an institutional force with effects on individuals, organizations, and institutions inside and outside the insurance industry.

p0115 Ericson and his colleagues explain that insurance governs society through 'nine-interconnected dimensions' (Ericson et al., 2003). To begin, insurance simultaneously produces knowledge of risk, creates a scheme from which risks can be made objectively calculable, and develops a risk pool. In particular, these three dimensions of insurance classify everything into degrees of chance of harm and make everything calculable and consequently subject to commodification. Through actuarial techniques, concrete facts about objective risks are converted into probabilities and ultimately assigned a cost so that prices can be established. Actuarialism creates a risk pool, that is, a population that has a stake in the identified risks and the specific harms they entail. The risk pool transforms the population into a collective that seeks to minimize loss while also compensating those who suffer a loss. Turning to the fourth dimension, insurance does not protect against the particular event that causes harm to a member of the risk pool, but instead protects against a loss of capital that might result from that event. Their fifth and sixth dimensions identify the hybrid nature of insurance as both managerial and legal. Insurance manages risks in the population by using oversight, surveillance, and auditing while also making its risk pool subject to contract and ultimately adjudication. But insurance also assists the law in assigning liability to the party most capable of distributing the loss through insurance. Addressing the final three dimensions, these scholars explain how insurance's cultural, technological, and political functions impact and influence society in several important ways: "in providing a futures market in security, insurance offers a cultural framework for conceptions of time, destiny, providence, responsibility, economic utility, and justice." They also observe that "insurance is a social technology of justice. It bridges individual and social responsibility through distributive justice (collective sharing of loss) and restorative justice (financial indemnification)." For that reason, they

contend, "insurance is ... political, combining aspects of collective well-being and individual liberty in a state of perpetual tension" (Ericson et al., 2003: 6).

Scholars adopting an insurance-as-governance framework p0120 emphasize the way in which private insurers and governments exercise similar power in society and behave in a similar manner. In particular, the private insurance industry has many of the same goals as the state, including seeking forms of social security and solidarity by pooling risks. The private insurance industry provides technologies and social arrangements for allocating risk across pools of risk takers and provides for a sharing of the risks of misfortune through financial compensation of loss. It also attempts to establish preventative security arrangements that try to minimize harm and loss to its citizens. Thus, the private insurance industry governs through its powers to transfer and distribute risk, and it engages and involves the state only when necessary. The private insurance industry also uses many of the same methods as the state to achieve its goals such as surveillance, underwriting (sophisticated information systems for selecting risks), and claims (compensating loss). It also uses a substantial amount of private policing in the form of technologies, investigators, and inspectors to address fraud and achieve loss reduction and preventative security. Similar to the state, the private insurance industry is subject to many social, economic, and political forces (such as changes to the environment, economic globalization, terrorism, property and violent crime, and advances in medicine and health). The private insurance industry partners with the state to regulate insurance practices.

Consistent with the work of Ericson and his colleagues, p0125 there has been an effort in the past 20 years toward both theorizing and empirically exploring how the private insurance industry plays an active role in constructing the meaning of risk and responsibility in different segments of society. Notable governance-as-insurance studies include studying the role of property insurers in governing security in the home (O'Malley, 1991), highlighting the governance role of insurance companies in the motion picture industry in the United States (Hubbart, 1996-97), analyzing the rise of risk management approaches toward campus drinking (Simon, 1994), and examining the tort-settlement factoring industry in the United States (Scales, 2002). More recently, scholars are beginning to think about governance in the health insurance context. Hunter (2008) argues for using 'risk-centered governance' as the model for health law and policy. Hunter highlights how the debate in the United States over universal access to health insurance often links itself to the debate over the rise of actuarial medicine. She argues that the political attractiveness of 'risk' is subject to multiple interpretations and appropriations, including some that could mobilize pressure to use conceptions of risk in a more equitable manner (Hunter, 2008; see also Stone, 2002). Hoffman (2010) examined the Massachusetts mandatory health insurance experiment and identified how the fragmentation of health insurance risk pools that results from actuarial risk rating limits the ability of private insurance markets to carry out the social goal of redistributing health across society.

In sum, the private insurance industry acts as a system of p0130 governance through various forms of collaboration with state

governments: “sharing similar goals of security and solidarity through the pooling of risks; using similar techniques for governing at a distance; and collaborating in insurance regimes” (Ericson et al., 2003: 65). Insurance institutions are not just pooling and transferring risk, but instead actively shaping the world within which they operate. As these examples highlight, under a governance conception, insurance does not fit well within a public-private dichotomy. The relationship between insurers and policyholders falls somewhere in between the relationship between a public government and its citizens and a private relationship between two parties to a contract. However, private insurers are not agents of government; they are not subject to the rules, policies, and procedures that limit government discretion. Moreover, they are not required to afford policyholders constitutional protections (such as due process or equal protection) (Abraham, 2010). As the private insurance industry’s governance role continues to grow, scholars going forward may want to consider standards for regulating the behavior of private insurers beyond those contained in administrative regulations, civil law doctrines, and contract law doctrines.

workers’ compensation insurance schemes. In doing so, insurance laws provide injured persons with insurance mechanisms through which to seek relief. Health insurance laws such as Medicaid and Medicare in the United States assist the poor and the elderly (and other groups) by increasing access to care to those who may not otherwise be able to purchase health insurance. Universal or socialized health care programs in Canada and some European countries (and more recently, the Affordable Care Act in the United States) also attempt to reduce social stratification. Though not perfect, insurance regulation, in addition to court decisions, attempts to ensure that insurance companies follow through on their promises, remain solvent, and avoid unfair business practices. Without insurance laws and regulations, policyholders could not possibly trust insurers to pay claims or remain solvent. As a system of risk spreading, transfer, and distribution, insurance can sometimes promote the public good and often allows individuals to seek compensation without needing to use a lawyer. In this way, insurance law acts in the public interest because it provides a collection mechanism for injured persons seeking compensation and relief for injuries (Talesh, 2012).

#### s0035 **Insurance as a Tool for Increasing or Decreasing Social Stratification**

p0135 Insurance in action often serves a social stratification function. Insurance law scholar Tom Baker argues that the “social stratification function of insurance is a more generalized way of thinking about the dynamic that makes insurance companies gatekeepers” (Baker, 2008: 10). As the prior sections highlight, the relationship between insurance and law in society is often mediated by insurance institutions, namely, insurance companies. Those individuals who cannot obtain insurance from insurance companies occupy a different social position than those who are able to obtain insurance. Moreover, people who have to pay more for insurance have fewer resources to spend on other things. To be clear, insurance companies are not the sole cause of such inequality. However, insurance companies do play an important role and in doing so, simultaneously construct and reflect the broader social conditions that lead to social stratification. In the context of first-party insurance, many life, health, and disability insurance companies have traditionally refused to provide coverage to people who have been treated for mental illness (Baker, 2002). Some insurance companies that are guided by an overzealous desire to insure ‘good’ risks sometimes ‘cream-skim’ and insure only ‘good’ risks and therefore decrease the likelihood of paying out on claims. This has the undesirable effect (from the standpoint of society) of leaving those most in need of insurance without being able to obtain coverage and increases the gap between ‘haves’ and ‘have-nots.’

p0140 Conversely, insurance laws and regulatory schemes sometimes allow insurance to ameliorate social stratification and consequently serve the public interest (Talesh, 2012). In addition to liability insurance financing the civil litigation system, state laws require people to purchase automobile insurance and allow employers to opt into state-created

#### **Governing through Risk beyond Insurance**

s0040

Conceptions of insurance impact many social and legal relationships in society beyond the traditional insurance context.

p0145

Insurance technologies and visions are used to govern risk outside of insurance institutions and risks that cannot or should not be governed by insurance. Baker and Simon refer to this concept as ‘governing through risk,’ the idea of using formal considerations about risk to direct organizational strategy and resources outside of (beyond) the traditional insurance context (Baker and Simon, 2002). There are numerous examples of governing through risk that draw on insurance technologies and visions but occur outside the traditional insurance context. To name a few, community policing models target high-risk areas (Ericson and Haggerty, 1997), social service agencies focus on at-risk children, environmental engineers conduct risk assessments of hazardous waste sites and other sources of environmental concern (Graham and Weiner, 1995), judges and policymakers debate tort and accident law in terms of allocation and spreading of risk (Calabresi, 1970), and financial analysts develop and structure portfolios based on a risk-reward ratio (Bernstein, 1992, 1996). Actuarial techniques are incorporated and mobilized by a range of institutions, from police departments to social service agencies to financial institutions. All these institutions rely on evaluating events based on probabilities and conceptions of risk that insurance has helped make possible (Ewald, 1986).

Risk-based principles drawn from insurance are increasingly p0150 a template through which to govern other relationships in society. There is at least one important difference, however, between insurance institutions using risk-based principles and noninsurance institutions using risk-based principles. Insurance institutions gather, pool, transfer, and spread risk and thereby eliminate or at least reduce the importance of those day-to-day concerns of people who are exposed to them. However, risks that are not subject to insurance

coverage, such as the examples I provided earlier, are not spread and eliminated in this manner, and therefore have significant consequences for the people exposed. A risk that occurs beyond insurance, therefore, is experienced in a much different manner than a risk that is insured. More recently, public and private insurance institutions are placing a greater emphasis on an individual's responsibility to embrace risk more directly. Scholars continue to engage in philosophical, theoretical, and normative debates concerning what distinguishes an insurable versus and uninsurable risk: "Because of the crucial role of insurance institutions in socializing risk and responsibility, studying risks beyond insurance opens a window on the limits of social responsibility and the role of ideas about individual responsibility in the shaping of insurance institutions and forms" (Baker and Simon, 2002: 12).

p0155 As this article highlights, insurance serves multiple functions in society. The forms and functions of insurance and conceptions of risk more broadly can have potentially positive and negative effects in society. Setting aside normative arguments concerning whether insurers' rising role in society is a good or bad thing, there is little doubt that insurance will continue to be intertwined and connected with the law and consequently impact society in multifaceted ways.

See also: Regulation and Governance: Law and Society; 86014; 14033; 71041; Legal Insurance; Markets and the Law; National Health Care and Insurance Systems; 71034; 85019; 86111; 86116; 86054.

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