

Jury Instructions

Members of the jury, the evidence in this case has been completed, and I will now instruct you as to the law.

The law applicable to this case is stated in these instructions and it is your duty to follow all of them. You must not single out certain instructions and disregard others.

It is your duty to determine the facts, and to determine them only from the evidence in this case. You are to apply the law to the facts and in this way decide the case. You must not be governed or influenced by sympathy or prejudice for or against any party in this case. Your verdict must be based on evidence and not upon speculation, guess, or conjecture.

From time to time, the court has ruled on the admissibility of evidence. You must not concern yourselves with the reasons for these rulings. You should disregard questions and exhibits that were withdrawn or to which objections were sustained.

You should also disregard testimony and exhibits that the court has refused or stricken.

The evidence that you should consider consists only of the witnesses' testimonies and the exhibits the court has received.

Any evidence that was received for a limited purpose should not be considered by you for any other purpose.

You should consider all the evidence in the light of your own observations and experiences in life.

Neither by these instructions nor by any ruling or remark that I have made do I mean to indicate any opinion as to the facts or as to what your verdict should be.

1. Opening statements are made by the attorneys to acquaint you with the facts they expect to prove. Closing arguments are made by the attorneys to discuss the facts and circumstances in the case, and should be confined to the evidence and to reasonable inferences to be drawn therefrom. Neither opening statements nor closing arguments are evidence, and any statement or argument made by the attorneys that is not based on the evidence should be disregarded.
2. You are the sole judges of the credibility of the witnesses and of the weight to be given to the testimony of each witness. In determining what credit is to be given any witness, you may take into account his or her ability and opportunity to observe; his or her manner and appearance while testifying; any interest, bias, or prejudice he or she may have; the reasonableness of the testimony considered in the light of all the evidence; and any other factors that bear on the believability and weight of the witness's testimony.
3. You have heard evidence in this case from witnesses who testified as experts. The law allows experts to express an opinion on subjects involving their special knowledge, training and skill, experience, or research. While their opinions are allowed to be given, it is entirely within the province of the jury to determine what weight shall be given their testimony. Jurors are not bound by the testimony of experts; their testimony is to be weighed as that of any other witness.
4. The law recognizes two kinds of evidence; direct and circumstantial. Direct evidence proves a fact directly; that is, the evidence by itself, if true, establishes the fact. Circumstantial evidence is the proof of facts or circumstances that give rise to a reasonable inference of other facts; that is, circumstantial

evidence proves a fact indirectly in that it follows from other facts or circumstances according to common experience and observations in life. An eyewitness is a common example of direct evidence, while human footprints are circumstantial evidence that a person was present.

The law makes no distinction between direct and circumstantial evidence as to the degree or amount of proof required, and each should be considered according to whatever weight or value it may have. All of the evidence should be considered and evaluated by you in arriving at your verdict.

5. The Court will now instruct you as to the claims and defenses of each party to the case and the law governing the case. Please pay close attention to these instructions. You must arrive at your verdict by applying the law as you are now instructed to the facts as you find them to be.

The parties in this case are Flinders Aluminum Fabrication Corporation, the plaintiff, and Mismo Fire Insurance Company, the defendant. The parties have agreed, and you must regard as conclusively proven, the following facts:

- (a) The defendant issued a fire insurance policy to the plaintiff in January 2015.
- (b) All premiums for the policy have been timely paid.
- (c) The insurance policy was in effect on November 16, 2024.
- (d) On November 16, 2023, the insurance policy covered all losses by fire up to a maximum of \$10,000,000.
- (e) The aluminum fabrication plant owned by plaintiff and insured by defendant under the fire insurance policy was destroyed by fire on November 16, 2024.
- (f) The policy contains a clause that provides that the defendant will not be liable for any loss caused by or resulting from arson if that arson is the result of any deliberate acts of the plaintiff or its agents.

The plaintiff claims the fire was an accident and that it is entitled to recover \$10,000,000 from the defendant. The defendant has raised the defense of arson to plaintiff's claim.

6. The burden of proof is upon the defendant to prove the defense of arson by a preponderance of the evidence. The term "preponderance of the evidence" means the greater weight of credible evidence presented in this case. For a fact to be proved by a preponderance of the evidence, you must find that the fact is more likely true than not true. In order for the defendant to prevail on its defense of arson, you must find that both the following propositions have been proved:
 - (a) The fire was caused by an act of arson and
 - (b) The plaintiff or its agents, acting in the course and scope of their agency, acted deliberately to cause the fire.
7. The Court did not in any way and does not by these instructions give or intimate any opinions as to what has or has not been proven in the case, or as to what are or are not the facts of the case.

No one of these instructions states all of the law applicable, but all of them must be taken, read and considered together as they are connected with and related to each other as a whole.

You must not be concerned with the wisdom of any rule of law. Regardless of any opinions you may have as to what the law ought to be, it would be a violation of your sworn duty to base a verdict upon any other view of the law than that given in the instructions of the court.

IN THE CIRCUIT COURT OF
DARROW COUNTY, STATE OF NITA
CIVIL DIVISION

FLINDERS ALUMINUM FABRICATION CORPORATION,
Plaintiff,

vs.

No. CV-235894

MISMO FIRE INSURANCE COMPANY,
Defendant.

JURY VERDICT

We, the jury, return the following verdict and each of us concurs in this verdict:

Question No. 1

Was Defendant Mismo Fire Insurance Company's failure to pay the proceeds of the fire insurance policy to Plaintiff Flinders Aluminum Fabrication Corporation for the fire loss of November 16, 2024 excused?

Instruction

You are instructed that in order for Defendant's failure to pay to be excused, Defendant must prove by a preponderance of the evidence that

- (a) The fire was caused by an act of arson, AND
- (b) The plaintiff or its agents, acting in the course and scope of their agency, acted deliberately to cause the fire.

Answer "Yes" or "No".

Answer: _____

If you answered Question No. 1 “no”, then answer Question No. 2. If you answered Question No. 1 “yes”, do not answer Question No. 2.

Question No. 2

What sum of money, if any, would compensate Plaintiff for Defendant’s failure to pay the fire insurance proceeds for the fire loss of November 16, 2024?

Answer in dollars and cents, if any.

Answer: _____