

ACCIDENT ISSUE--INSURANCE.

NOTE WELL: *The issue should be tailored to the provisions of the policy. This may require additional language.*¹

The (state number) issue reads: (select one of the following).

"Did the [plaintiff] [plaintiff's decedent] [suffer injury] [die] as a result of an accident?"

"Was the [plaintiff's] [plaintiff's decedent's] [injury] [death] accidental?"

On this issue the burden of proof is on the plaintiff. This means that the plaintiff must prove, by the greater weight of the evidence, that the [injury] [death] was [the result of an accident] [accidental].

The word [accident] [accidental] is used to describe some sudden, untoward event, happening apparently by chance, taking place unexpectedly, and not according to the usual course of events.²

¹See, e.g., *Williams v. Pilot Life Insurance Co.*, 288 N.C. 338, 343, 218 S.E.2d 368, 372 (1975), where the policy provided coverage for death "solely as a direct result, and independent of all other causes, of accidental bodily injury...." This instruction focuses on "accident" or "accidental" as distinguished from "accidental means" covered by N.C.P.I.--Civil 870.20. If the facts involve the relationship between accident and a diseased condition, see N.C.P.I.--Civil 870.21.

²*Williams v. Ins. Co.*, 25 N.C. App. 505, 508, 214 S.E.2d 230, 231 (1975), *aff'd*, 288 N.C. 338, 218 S.E.2d 368 (1975).

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Finally, as to this (*state number*) issue on which the plaintiff has the burden of proof, if you find, by the greater weight of the evidence, that the [injury] [death] was [the result of an accident] [accidental], then it would be your duty to answer this issue "Yes" in favor of the plaintiff. If, on the other hand, you fail to so find, then it would be your duty to answer this issue "No" in favor of the defendant.