

**Statement of the Issues**

1. Was Wentzlaff Acting Within the Scope of His Employment With North American and Allianz When He Stole Money From Harvey Severson, a Customer of North American and Allianz?

The Circuit Court held that “Plaintiff has not shown that there is a nexus sufficient to make the harm foreseeable exists between Wentzlaff’s relationship with the Defendants and the activity which caused the injury.”

R. 680; Appendix, p. 8.

*Leafgren v. American Family Mut. Ins. Co.*, 393 N.W.2d 275 (S.D. 1986)  
*Deuchar v. Foland Ranch, Inc.*, 410 N.W.2d 177 (S.D. 1987)  
*Olson v. Tri-County State Bank*, 456 N.W.2d 132, 135 (S.D. 1990)  
*Kirlin v. Halverson*, 2008 SD 107, 758 N.W.2d 436

2. Was Wentzlaff Enabled to Carry Out His Theft By Virtue of His Agency Position With North American and Allianz?

The Circuit Court held that “Wentzlaff’s status as an agent of North American and Allianz had nothing to do with his access to Harvey [Severson]’s bank account.” R. 680; Appendix, p. 8.

*Iverson v. NPC International, Inc.*, 2011 SD 40, 801 N.W.2d 275  
Restatement (Second) of Agency § 219(2)  
Restatement (Second) of Agency § 261

3. Does SDCL § 58-30-176 Impose a Higher Standard for Insurance Companies Akin to a Standard of Strict Liability?

The Circuit Court held that “[t]he enactment of SDCL 58-30-176 did not impose strict liability.” R. 678; Appendix, p. 6.

*State v. Wingler*, 2007 SD 59, 734 N.W.2d 795  
*North Star Mut. Ins. Co. v. Rasmussen*, 2007 SD 55, 734 N.W.2d 352  
SDCL § 58-30-176