are opposed to an underwriter's assumption of risks which may lead to insolvency and his consequent inability to pay claims.[32] Clearly a narrowing of the concept of insurrection to an intention to overthrow the government increases the chances of liability for the ruinous payments which the exclusion clause is designed to avoid. It is submitted, therefore, that the reason for the existence of the clause, both from the point of view of insurance companies and legislatures, militates against the adoption of the narrow definition.

An additional reason for concluding that the term insurrection embraces both events is that violence opposing a law or governmental policy may be as unforeseeable as violence directed toward overthrowing the government. In order for insurers to set rates that bear some reasonable relationship to the risk assumed, as legislatures demand they must,[33] actuarial departments must be able to calculate the frequency and intensity with which the insured event will occur. One major reason for including an event in the exclusion clause is the difficulty of making this calculation due to the unpredictability of that event.[34] The manifestation of opposition to society or government through violence, *i.e.*, an insurrection, is such an event. This element of unpredictability exists not only when the movement seeks to overthrow the government, but also when its target is an allegedly unwise and unjust law or social order. For this reason, the term insurrection should include both movements.

Traditionally, insurers have not provided protection against the risks incident to direct opposition to government.[35] This may be the result of a feeling that it is the responsibility of government to assume those risks. If there is merit to the argument that the responsibility of government to prevent opposition to its existence is a factor which would lead an insurer to decline to offer coverage for such opposition, then no reason is seen for limiting the concept of opposition to an intention to overthrow the government.

Was the outburst in Watts a riot or an insurrection? Was it the activity of two or more pursuing a private objective resulting in a public disturbance, or was it a movement with a public objective directed against government, its laws, or an unjust social order? It has been suggested that the violence had no objective other than destruction for its own sake.[36] Apparently much of the agitation stemmed from a Negro's resistance to arrest for reckless driving[37] and from a claim that a pregnant Negro woman had been abused by the police.[38] The fact that a good deal of the damage was inflicted upon white-owned establishments[39] may indicate the Negro participants' grudges against the white owners for alleged unfair dealings. Insofar as the above would lead to the conclusion that the violence was a manifestation of private objectives, such as the desires to be destructive or to seek revenge against individuals, the outburst may be considered a riot.

However, other aspects of the outburst indicate that what may have begun as the settlement of private quarrels became something more than a riot. Although there is little evidence of a pre-established plan of destruction, "the sudden appearance of Molotov cocktails in quantity and the unexplained movement of men in cars through the areas of great destruction support the conclusion that there was organization and planning after the * * * [outburst] commenced."[40]

To the extent that this planned violence, however unsophisticated it may have been, was directed toward what the participants considered an oppressive government or an unjust social order, an insurrection may have occurred.

A good deal of the destruction of private property can be interpreted as the manifestation of a feeling that the structure of society denies full citizenship to Negroes. Inadequate education,[41] consumer exploitation[42] and job discrimination[43] must certainly give rise to this feeling. When, in November of 1964, an overwhelming majority of the voters repealed by initiative the Rumford Fair Housing

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[32] E.g., Cal. Ins. Code § 1852(a); Mass. Gen. Laws Ann. ch. 174A, § 5(a)(2) (1958).
[33] Del. Code Ann. tit. 18 § 2303(a)(3) (1953); Wash. Rev. Code Ann. § 48.19.030(3) (1961).
[34] 3 Richards, Insurance § 512, at 1663 (5th ed. 1952); Vance, supra note 11.
[35] Home Ins. Co. v. Davila, supra note 30 (insurrection, rebellion, war); Spruill v. North Carolina Mut. Life Ins. Co., supra note 30 (invasion, insurrection, usurped authority).
[36] N.Y. Times, Aug. 14, 1965, p. 8, col. 5.
[37] Governor's Comm'n on the Los Angeles Riots, op. cit. supra note 1, at 10.
[38] Id. at 12.
[39] N.Y. Times, Aug. 14, 1965, p. 8, cols. 1 & 7.
[40] Governor's Comm'n on the Los Angeles Riots, op. cit. supra note 1, at 22. The authors have substituted the word "outburst" for "riot." Although the commission called the Watts outburst a "riot," they were not using this term in a legal sense.
[41] Id. at 49.
[42] Id. at 62.
[43] Id. at 46.