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### Cal Evid Code § 1155

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[Deering's California Codes Annotated](#) [EVIDENCE CODE \(§§ 1 – 1605\)](#) [Division 9 Evidence Affected or Excluded by Extrinsic Policies \(Chs. 1 – 3\)](#) [Chapter 3 Other Evidence Affected or Excluded by Extrinsic Policies \(§§ 1150 – 1162\)](#)

### § 1155. Liability insurance

Evidence that a person was, at the time a harm was suffered by another, insured wholly or partially against loss arising from liability for that harm is inadmissible to prove negligence or other wrongdoing.

### History

Enacted Stats 1965 ch 299 § 2, operative January 1, 1967.

#### Annotations

#### Commentary

##### Law Revision Commission Comments:

1965—

[Section 1155](#) codifies existing law. [Roche v. Llewellyn Iron Works Co.](#), 140 Cal. 563, 74 Pac. 147 (1903). Evidence of liability insurance might be inadmissible in the absence of [Section 1155](#) because it is not relevant; [Section 1155](#) assures its inadmissibility.

#### Notes to Decisions

##### 1. Generally

##### 2. Construction with Other Law

##### 3. Inadmissible Evidence

##### 1. Generally

In a personal injury action, it is generally prejudicial error to introduce into evidence a statement as to insurance coverage, but such evidence is admissible where the probative value of the evidence outweighs the prejudicial effect of the statement, as where the statement contains an admission of fault. [Menefee v. Williams \(Cal. App. 4th Dist.](#)

[1968](#)), [259 Cal. App. 2d 56](#), [66 Cal. Rptr. 108](#), [1968 Cal. App. LEXIS 1944](#).

In an action against an insured defendant to recover for personal injuries sustained in an automobile accident, answers by plaintiff in response to her counsel's questioning, indicating that defendant was insured, did not constitute error where the answers could be characterized as unexpected, unresponsive or incidental and the court properly admonished the jury. [Hart v. Wielt \(Cal. App. 3d Dist. 1970\)](#), [4 Cal. App. 3d 224](#), [84 Cal. Rptr. 220](#), [1970 Cal. App. LEXIS 1520](#).

## **2. Construction with Other Law**

Under the Unfair Practices Act ( [Ins C §§ 790](#) et seq.), prohibiting insurers from engaging in certain unfair claim settlement practices, a plaintiff who was injured by the alleged negligence of an insured was entitled to bring an action against the negligent party's liability insurer for refusal to attempt a prompt, fair, and equitable settlement of plaintiff's claim ( [Ins C § 790.03\(h\)\(5\)](#)), and for advising plaintiff not to obtain the services of an attorney ( [Ins C § 790.03\(h\)\(14\)](#)). However, the trial court should have sustained the insurer's demurrer and granted its motion for judgment on the pleadings since plaintiff joined the insured and the insurer in the same action. A joint trial against the insurer for violating its duties would violate [Ev C § 1155](#), providing that evidence of insurance is inadmissible to prove negligence or wrongdoing. Thus, while a third party claimant may sue an insurer for violating [Ins C § 790.03\(h\)\(5\)](#), (14), the third party's suit may not be brought until the action between the injured party and the insured is concluded. [Royal Globe Ins. Co. v. Superior Court of Butte County \(Cal. 1979\)](#), [23 Cal. 3d 880](#), [153 Cal. Rptr. 842](#), [592 P.2d 329](#), [1979 Cal. LEXIS 236](#), overruled, [Moradi-Shalal v. Fireman's Fund Ins. Companies \(Cal. 1988\)](#), [46 Cal. 3d 287](#), [250 Cal. Rptr. 116](#), [758 P.2d 58](#), [1988 Cal. LEXIS 165](#).

## **3. Inadmissible Evidence**

In an action between hunting party companions following an accident in which plaintiff was injured by a rifle shot under circumstances which were unclear and resulted in a verdict for defendant, the trial court properly excluded an alleged statement by defendant to plaintiff immediately after the shooting, "Don't worry, if your insurance doesn't cover this, mine will," and properly excluded a later alleged conversation (in which plaintiff asked defendant if he had shot him, and on being told no, asked why, then, he had made his earlier statement on insurance coverage, to which defendant replied that he must have been out of his mind when he said it), where the initial statement, no context being offered to suggest how it could be taken as an admission of fault, was not admissible under the res gestae exception to the hearsay rule and was inadmissible under [Ev C § 1155](#), thus leaving no testimony to be impeached by defendant's later unequivocal denial of fault, and where, moreover, to have allowed consideration of the statement and the conversation, as a whole, would have been prejudicial, since even in combination it was doubtful that they were an admission of fault, and the fact of liability itself was also a close question. [Menefee v. Williams \(Cal. App. 4th Dist. 1968\)](#), [259 Cal. App. 2d 56](#), [66 Cal. Rptr. 108](#), [1968 Cal. App. LEXIS 1944](#).

In a personal injury action against a public transit district and its bus driver, the trial court correctly refused to permit any inquiry, within the jury's hearing, as to the nature and extent of plaintiff's insurance coverage, where the defense failed to make any proper attempt to invoke the court's discretion under [Ev C § 352](#), and offered no proper proof that such information bore a proper relationship to the issues on the case. [Helfend v. Southern California Rapid Transit Dist. \(Cal. 1970\)](#), [2 Cal. 3d 1](#), [84 Cal. Rptr. 173](#), [465 P.2d 61](#), [1970 Cal. LEXIS 250](#).

In a personal injury action, the trial court did not abuse its discretion under [Ev C § 352](#), to exclude evidence, where defendant requested leave to inquire about collateral source payments on the issue of the reasonableness and necessity of medical treatment costs for plaintiff but did not accept the opportunity offered by the court to develop facts outside the jury's hearing, so that the judge could assess the prejudicial effect of informing the jury about plaintiff's insurance coverage. [Acosta v. Southern California Rapid Transit Dist. \(Cal. 1970\)](#), [2 Cal. 3d 19](#), [84 Cal. Rptr. 184](#), [465 P.2d 72](#), [1970 Cal. LEXIS 251](#).

Federal court, in its discretion, exercised subject matter jurisdiction over an insurer's action for a declaratory judgment that a renter was not entitled to indemnity for a relative's injuries under a liability policy because the relative's state court personal injury action against the renter was not a parallel state court action with issues and parties identical to the declaratory action; rather, the liability insurer could not join the state action under California law because the California Evidence Code prohibits the admission of evidence of liability insurance. [Empire Fire & Marine Ins. Co. v. Broom \(E.D. Cal. Nov. 16, 2005\)](#), [2005 U.S. Dist. LEXIS 28272](#).

New trial order in a products liability case was an abuse of discretion because a brief reference to insurance, although inadmissible under [Ev C § 1155](#), could not reasonably have affected the verdict and was not prejudicial under [CCP § 657\(1\)](#) [Bell v. Bayerische Motoren Werke Aktiengesellschaft \(Cal. App. 2d Dist. 2010\)](#), [181 Cal. App. 4th 1108](#), [105 Cal. Rptr. 3d 485](#), [2010 Cal. App. LEXIS 136](#).

## Research References & Practice Aids

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### Cross References:

"Evidence": [Ev C § 140](#).

"Person": [Ev C § 175](#).

"Proof": [Ev C § 190](#).

### Legal Periodicals:

Recent developments in California insurance law: enforceability of stipulated judgments against insurance carriers. [22 Pepp. L. Rev. 1017](#).

The Other Side of the Cumis Coin: The Insurer's Ability to Select Associate Defense Counsel Under [Civil Code Section 2860\(f\)](#).

Practice Tips: Steps for Taking an Expert's Deposition. [36 Los Angeles Lawyer 12 \(December 2013\)](#).

### Treatises:

[Cal. Points & Authorities \(Matthew Bender\) ch 120 "Insurance," § 120.197](#).

[Cal. Points & Authorities \(Matthew Bender\) ch 155 "Motions After Trial," § 155.136](#).

Cal. Ins. Law & Practice (Matthew Bender), ch 12, Claims Processing and Investigation § 12.13

Cal. Ins. Law & Practice (Matthew Bender), ch 13, Claims Handling and the Duty of Good Faith § 13.03.

[Cal. Torts \(Matthew Bender\), §§ 3.34, 82.22](#).

[Cotchett, California Courtroom Evidence, § 20.23](#) (Matthew Bender).

Jefferson's California Evidence Benchbook, 3rd Edition (CEB, 2003) §§ 34.32, 34.34.

[1](#) Witkin Cal. Evidence (5th ed) Circumstantial Evidence § 138.

[2](#) Witkin Summary (11th ed) Insurance § 432.

### Practice Guides:

Matthew Bender ® Practice Guide: [Cal. Trial and Post Trial Civil Procedure §§ 1.16, 4.22, 11.80, 11.90, 15.32, 22.05](#).

### Jury Instructions:

Judicial Council of California Civil Jury Instructions, [CACI No. 5001](#) (Matthew Bender).

Judicial Council of California Civil Jury Instructions, [CACI Nos. 105](#), 5002 (Matthew Bender).

### Annotations:

Admissibility of evidence as to liability insurance carried by defendant, on issue of his negligence. [4 ALR2d 761](#).

Privileged nature of communications between insurer and insured. [85 ALR3d 1161](#).

**Hierarchy Notes:**

[Cal Evid Code Div. 9, Ch. 3](#)

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