

CALIFORNIA INSURANCE LAW DICTIONARY AND DESK REFERENCE

2025 Edition
Issued in April 2025

Dictionary, Terminology, and
Appraisal in First Party Property and
Third Party Liability Policies

By
BRUCE CORNBLUM
Attorney

Volume 1

Entries
A to C



For Customer Assistance Call 1-800-328-4880

Mat #43274728

© 2025 Thomson Reuters

This publication was created to provide you with accurate and authoritative information concerning the subject matter covered; however, this publication was not necessarily prepared by persons licensed to practice law in a particular jurisdiction. The publisher is not engaged in rendering legal or other professional advice and this publication is not a substitute for the advice of an attorney. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

Copyright is not claimed as to any part of the original work prepared by a United States Government officer or employee as part of the person's official duties.

Dedication and Acknowledgment

This is the 31st Edition of the **DICTIONARY—ENCYCLOPE-
DIA**, originally published in 1994.

These books are dedicated to my wife of 61 years, Pamela, who gives meaning and purpose to things as they occur, and to my mother Sue Cornblum (deceased) who will never be forgotten. My dedication would not be complete without my expression of love to my father Sherman (deceased 1999), my aunt Rosalie Cohen (former attorney and judge in New York, deceased 1997), my brother Marshall Cornblum (a great lawyer), my sister-in-law Madeline (the youngest woman to pass the Certified Public Accountant exam on the first attempt at University of California at Berkeley), to my two wonderful sons David and Edmond, to a very special daughter-in-law Deena, to Tarran my beautiful and talented granddaughter and to Couper who sets the standard for what the future should be like.

Special affection, thanks, recognition and remembrance are given to my beloved legal secretary, Nadine Griffith (deceased 1995). This book would not have been possible without her assistance and encouragement. To Louise Garcia, Bill Snider and James L. Rigelhaupt, Jr., of Bancroft Whitney, now Thomson/West, thank you for the opportunity to publish this text.

The 2025 Edition represents a substantial expansion of the text as described in the INTRODUCTION. Editorial review, preparation and organization were required due to the volume of material involved. I am indebted to Christine Lapp, office manager and secretary extra-ordinaire, for undertaking and carrying out these important tasks

Bruce Cornblum
16935 West Bernardo Drive, Suite 155
San Diego (Rancho Bernardo), California 92127
Telephone: 858-485-8770
P.O. Box 28536
San Diego, California 92198-0536
E-mail: cornblum@pacbell.net
Website: www.brucecornblumlaw.com

About the Author

Bruce Cornblum practices in San Diego and has been a civil trial and appellate attorney since 1965. Mr. Cornblum specializes in insurance coverage and personal injury litigation, and is admitted to practice before the United States Supreme Court. Mr. Cornblum is a former editor for the California Trial Lawyers Journal, and previously taught tort law at Western States Law School.

Bruce Cornblum
16935 West Bernardo Drive, Suite 155
San Diego (Rancho Bernardo), California 92127
Telephone: 858-485-8770
P.O. Box 28536
San Diego, California 92198-0536
E-mail: cornblum@pacbell.net
Website: www.brucecornblumlaw.com

OTHER PUBLICATIONS OF BRUCE CORNBLUM

The Legal Rights of Women (1995) 400 pages

Modern California Personal Injury Law (1971) 407 pages
published by Bancroft-Whitney

DICTIONARY: *Auto Body Repair Law* (2003) 200 pages

Auto Body Repair Law in the United States *ENCYCLOPEDIA of Laws* (2007) 570 pages

Introduction

This is the 31st Edition of the DICTIONARY, originally published in 1994. From 1994 the DICTIONARY has grown from a one-volume text of 400 pages to four volumes and over 7600 pages.

This is a coverage text. The DICTIONARY portion is devoted to defining and discussing words used in first party property policies and third party liability policies. The “desk reference” phrase in the treatise title refers to references regarding coverage subjects such as arbitration, appeal, duty to defend, discovery.

Uniqueness of the DICTIONARY format

The DICTIONARY format is unique and easy to use. Scholarly encyclopedias and other related texts are designed for national use. Recently, lengthy multiple-volume texts have been published on California Insurance Law. However, any discussion of first party property and third party liability policies in these publications is treated by *subject* rather than *words*. None of the texts are written to define words. Thus, the researcher must read the cited cases or footnotes contained in lengthy texts, hoping they address the word or term meaning being researched. The DICTIONARY and DESK REFERENCE puts the researcher immediately into key definitions and then provides discussion and analysis of the particular word or phrase.

Importance of a text defining insurance words and phrases

Words and phrases used in first party property and third party liability policies are unique. Some are terms of art, the meanings of which have evolved through extended periods of usage, custom and acceptance. Some words and/or phrases have meaning as provided by the Legislature or the courts. Motivated by profit and loss considerations, the insurance industry has developed “restrictive definitions”. Competition among insurers has led to new insurance products. These products have been designed to meet the changing needs of society, commerce and the insurance companies, and are described and defined by new and unique words.

Using the DICTIONARY

The DICTIONARY defines over 2000 words and phrases used in first party property and third party liability litigation. The DICTIONARY also defines practices and procedures that exist from the duty to defend to arbitration, trial and appeal. Each definition is intended to be authoritative, in that a substantial at-

tempt is made to state concisely the definition of words/phrases as set forth in California and federal statutes and California and federal appellate court decisions. If a word has not been defined by a statute or appellate decision, then reference is made to secondary texts generally used by California lawyers and judges, such as Am.Jur., Couch on Insurance.

When appropriate the definitions provide subcategories in order to demonstrate that the word has limitations and/or different meanings when used in a different context.

Cross-reference within a definition

Use of a **BOLD term** within a definition is a reference to a word or term related to the defined word, and is important to insure complete research.

Cross-reference following undefined term

Some words in the table of contents and/or index of the treatise have no definition but are followed by reference to another word or phrase in **BOLD**. Since a subject may have more than one descriptive title or term used by attorneys and/or judges, for economy reasons the DICTIONARY gives only the most commonly accepted definition. Commonly accepted co-titles are described with cross-references to the most commonly used co-title.

Treatise statistics

Within this 2025 Edition, the 4-volume text has 2050 separate subject matters. Within the separate 2050 subject matters the text cites over 3800 state and federal judicial opinions and over 2900 state and federal statutes and court rules.

This 31st Edition includes:

1. references to 7 new Supreme Court opinions,
2. reference to and discussions of 58 new Court of Appeal opinions decided after February 20, 2024,
3. references to 5 new words.

SUPREME COURT DECISIONS

Between February 20, 2024 and February 15, 2025 the Supreme Court rendered 11 decisions relevant to the subject matter of this treatise.

Another Planet Entertainment v. Vigilant Ins. Co. (2024) 13 Cal. 5th 1106

This opinion disapproved of five court of appeal opinions that construed “direct physical loss” in a business interruption policy as including COVID-19 coverage where there in fact was *no physical alteration* to surfaces, such as walls, floors, tables. See discussion § **B39 BUSINESS INTERRUPTION** [§ **B39:12**, § **B39:15**], § **D46 DIRECT PHYSICAL LOSS** [§ **D46:2**].

INTRODUCTION

City of Los Angeles v. Pricewaterhousecoopers (2024) 17 Cal. 5th 46

This opinion expanded the scope of sanctions assessed during discovery. See § **D59 DISCOVERY** [§ **D59:7.2.4 Sanctions under the California discovery law**].

Downey v. City of Riverside (2024) 16 Cal. 5th 639

This opinion expanded the meaning of “awareness” as it relates to emotional distress damages permitted. See § **E11 EMOTIONAL DISTRESS** [§ **E11:2 When discovery for emotional distress is allowed by law**].

Harrod v. Country Oaks (2024) 15 Cal. 5th 939

This opinion concerned who can sign an arbitration agreement in a binding manner. The mere fact that a party possesses a power of attorney to make healthcare decisions does not mean that this encompasses the power of that person to sign an arbitration agreement. See § **A86 ARBITRATION** [§ **A86:1.3.1 Burden of proof; does an agreement to arbitrate exist; mutual assent requirements**].

John’s Grill v. Hartford (2024) 16 Cal. 5th 1003

John’s Grill has two holdings. The first holding relates to coverage for virus under a business interruption policy. See § **B39 BUSINESS INTERRUPTION** [§ **B39:17 Coverage for virus**]. The second holding reduces the scope of when a policy provision is illusory. See § **I2 ILLUSORY** [§ **I2:3 Liability policy**].

Northamerican Title v. Superior Court (2024) 17 Cal. 5th 155

See § **D67.03 DISQUALIFICATION OF JUDGE** [§ **D67.03:2**].

Quach v. California Commerce Club (2024) 16 Cal. 5th 562

Quach refers to a circumstance when a precedent may be disapproved. See § **C112 CONTROLLING LEGAL AUTHORITY** [§ **C112:10 Authorities within opinion have been overruled explicitly or implicitly**].

Ramirez v. Charter Communications Inc. (2024) 16 Cal. 5th 478

This opinion deals with whether restrictive discovery in arbitration is unconscionable. The opinion expanded the arbitrator’s authority to grant additional discovery. See § **D61.03 DISCOVERY IN ARBITRATION** [§ **D61.03:5 “Unconscionability” in arbitration discovery**].

Rattagan v. Uber (2024) 17 Cal. 5th 1

Rattagan holds that an existing Supreme Court decision that does not stand for the proposition not considered by the court is not a controlling legal precedent. See § **C112 CONTROLLING LEGAL AUTHORITY** [§ **C112:11 Cases not authority for proposition “it did not consider”**].

Rosenberg-Wohl v. State Farm (2024) 16 Cal. 5th 520

This opinion compared the 4-year statute of limitations applicable to unfair competition actions with the 1-year limitation period under Insurance Code § 2071. See § **U14 UNFAIR COMPETITION** [§ **U14:16 Statute of limitations**].

Truck Ins. Exchange v. Kaiser Cement (2024) 16 Cal. 5th 67

This opinion concerned litigation extending over many years thereby involving numerous excess policies. *Truck Ins. Exchange* held that vertical exhaustion rather than horizontal exhaustion is applicable in order to reach second-level or higher-level excess policies obtained for the same policy period in the context of a continuous injury. See § **E46 EXCESS LIABILITY INSURANCE POLICY** [§ **E46:2.1 Excess policy containing “other insurance” clauses**; § **E46:3**; § **E51 EXHAUSTION OF POLICY LIMITS** [§ **E51:6 Continuous losses**].

NEW WORDS AND PHRASES ADDED TO THE 2025 EDITION

There are 5 new words/phrases added to the 31st Edition. These new words and phrases are:

CIVILITY

DISCOUNT RATE THAT INSURER ACCEPTS AS PAYMENT

DISQUALIFICATION OF JUDGE

NAMED WINDSTORM

RATED DRIVER

SIGNATURE

EXPANDED EXISTING SECTIONS OF THE 31st EDITION

101 sections in the text had changes and/or additions made to them by opinions and statutes both federal and state. Sections most affected are the following:

§ A86	ARBITRATION
§ A119	AWARD
§ B39	BUSINESS INTERRUPTION
§ C100	CONTINUOUS OR REPEATED EXPOSURE
§ C112	CONTROLLING LEGAL AUTHORITY
§ D59	DISCOVERY
§ D61	DISCOVERY FROM NONPARTIES
§ E11	EMOTIONAL DISTRESS
§ E46	EXCESS LIABILITY INSURANCE POLICY
§ E51	EXHAUSTION OF POLICY LIMITS

INTRODUCTION

§ I74	INTERROGATORIES
§ S110	SUCCESSIVE LIABILITY POLICIES
§ U6	UNCONSCIONABILITY
§ W23	WORK PRODUCT

The above are only a few of the words and phrases that have been expanded due to recent decisions of the appellate courts and recent statutory additions.

Bruce Cornblum
Attorney-at-Law
16935 West Bernardo Drive, Suite 155
San Diego (Rancho Bernardo), California 92127
Telephone: 858-485-8770
Website: www.brucecornblum.com
E-mail: cornblum@pacbell.net

Mailing Address
PO Box 28536
San Diego, CA 92198-0536



THOMSON REUTERS
WESTLAW™

MOST PREFERRED ONLINE LEGAL RESEARCH SERVICE

Thomson Reuters Westlaw has been voted the #1 Best Online Legal Research vendor year-after-year by industry professionals. That's because we continually invest more than any other online legal research provider in our people and technology where it matters most. As a result, you find exactly what you need quickly and confidently.

- Build the strongest argument with the most comprehensive collection of legal content
- Deliver better results confidently with WestSearch®, the only search engine designed specifically for the law
- Rely on the most current version of the law with proprietary editorial enhancements
- Access your legal research anytime, anywhere with the free Westlaw apps

LEARN MORE: legal.thomsonreuters.com

SIGN ON: westlaw.com

24/7 REFERENCE ATTORNEYS: 1-800-REF-ATTY (733-2889)

THOMSON REUTERS PROVIEW™

This title is one of many now available on your tablet as an eBook.

Take your research mobile. Powered by the Thomson Reuters ProView™ app, our eBooks deliver the same trusted content as your print resources, but in a compact, on-the-go format.

ProView eBooks are designed for the way you work. You can add your own notes and highlights to the text, and all of your annotations will transfer electronically to every new edition of your eBook.

You can also instantly verify primary authority with built-in links to WestlawNext® and KeyCite®, so you can be confident that you're accessing the most current and accurate information.

To find out more about ProView eBooks and available discounts, call 1-800-328-9352.

RELATED PRODUCTS

Thomson Reuters thanks you for subscribing to this product. Should you have any questions regarding this product please contact Customer Service at 1-800-328-4880 or by fax at 1-800-340-9378. If you would like to inquire about related publications or place an order, please contact us at 1-800-328-9352.



Thomson Reuters
610 Opperman Drive
Eagan, MN 55123

legal.thomsonreuters.com