

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**].

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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

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§ 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.

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