Index

ACCEPTANCE OF SETTLEMENT

Unconditional

binding settlement agreement, 21:7

ACCIDENT

Abolished as defense, defenses to liability of owners and operators, **48:1**

Collision alone insufficient to establish liability, jury charges, **59:13**

Collision and injuries alone no basis for recovery, jury charges, **59:14**

First Party Property Damage Coverage, this index

Necessity for liability insurance to apply, **13:3**

Notice, duty to notify insurer. Notice, this index

Pedestrians, driver to exercise due care to avoid colliding with, 50:25

Reports. Accident Reports, this index

ACCIDENT REPORTS

Admissibility of evidence and proof at trial. **51:1**

John Doe accidents, uninsured motor vehicles, **34:2**

ACT OF GOD

Defenses to liability of owners and operators, 48:2

Loss of consciousness, driver suffers an unforeseeable act of God, jury charges, **59:1**

ACTIONS

Bad Faith Penalties, this index Declaratory Judgments, this index Liability Coverage, this index Limitations of Actions, this index Motor Carrier Liability Coverage, this index

Uninsured Motorist Coverage, this index

ACTUAL OR JUSTICIABLE CONTROVERSY

Necessity, declaratory judgment actions, **9:2**

ACTUAL PHYSICAL CONTACT

Jury charges, 59:2

Requirement, actions against UM carriers, 37:7

ADMINISTRATIVE RULES AND REGULATIONS

Admissibility of evidence and proof at trial. **51:2**

ADMISSIBILITY OF EVIDENCE AND PROOF AT TRIAL

Generally, **51:1** to **51:36**

Accident reports, 51:1

Administrative rules and regulations, 51:2

Admissions of liability, **51:3**

Bankruptcy discharge of medical expenses, **51:4**

Batson motions, 51:5

Blackboards, charts and models used to illustrate contentions, **51:6**

Causation

contributing factors and causation, 51:10

medical testimony as to possibility of causal relation, **51:18**

Closing arguments, 51:32

Collateral source benefits, 51:8

Computerized animations, 51:9

Contributing factors and causation, **51:10**

Damages, claim for in civil proceedings, **10:4**

Damages to motor vehicles, 51:11

Future medical expenses, 51:12

Golden rule argument, 51:13

History of accident, 51:14

Liability coverage, generally, 10:4

ADMISSIBILITY OF EVIDENCE AND PROOF AT TRIAL

-Cont'd

Medical bills identified by layperson, 51:15

Medical history statements, **51:16** Medical reports in narrative form, **51:17**

Medical testimony as to possibility of causal relation, **51:18**

Minor's claim settlement without need for court approval, **51:36**

Nonparty request for production and waiver of privileged matter, **51:19**

Number of counsel, 51:32

Other incidents, claims arising from, **51:7**

Police report narratives, 51:21

Pre-impact fright as conscious pain and suffering, **51:20**

Qualification of jurors, **51:31**

Res gestae declarations, **51:22**

Seatbelts, **51:23**

Self-incrimination and stay of civil action, **51:34**

Speed and stopping distance, **51:24** Spoliation of evidence, **51:25**

Stay of civil action, self-incrimination and, **51:34**

Text-messaging, 51:26

Timing and filing of complaint, 51:27

Traffic citations, 51:28

UM coverage claims, 51:29

Video reenactments, 51:9

Voir dire, **51:33**

Witness's relationship and financial interest, **51:30**

ADMISSIONS

In pleadings in another civil action, jury charges, **59:3**

Liability, admissibility of evidence and proof at trial, 51:3

AFFIDAVIT

Attorney fees and expenses, claim for, form, **58:44**

Transfer motion, form, 58:11

AGENTS

Insurance agents, **6:1 to 6:5**Owner's liability for negligence of agents (respondent superior), **47:3**

AGGRESSIVE DRIVING

Uniform rules of the road, 50:35

AGREEMENTS

Consent motion and agreement for dismissal of UM insurance carrier without prejudice and order, form, **58:21**

Contract of Insurance, this index Damages, agreement for payment of, form, **58:47**

ALCOHOL, DRIVING UNDER THE INFLUENCE OF

Intoxication, this index

ALCOHOL PROVIDER LIABILITY

Pre-statutory law (Georgia common law), **49:1**

Statute (Dram Shop Act), 49:2

ALL COVERAGES

Automobile dealers and rental agencies, liability coverage, **19:4**

AMENDMENT OF JUDGMENT

Prejudgment interest, 56:16

ANIMALS ON ROADWAY

Jury charges, 59:58

ANSWER

Declaratory judgment, answer to complaint for, **58:2**

Defensive pleadings of UM carrier, form, **58:19**

Withdrawal of answer and entry of appearance, **58:42**

APPELLATE PRACTICE AND PROCEDURE

Actions against UM carriers, **37:18**Post-judgment motion for attorney fees and expenses, **56A:18**

ARBITRATION

Offer of settlement, **56A:19** Uninsured motorist coverage, **29:10**

ARGUMENTS OF COUNSEL

Golden rule argument, **51:13**Number of counsel and closing arguments, **51:32**

ASSIGNMENT

Release and assignment of claims, form, **58:29**

Right of recovery, Insurers Insolvency Pool, **41:3**

Subrogation for payment of benefits, damage to insured motor vehicle, 27:2

ASSUMPTION OF RISK

Defenses to liability of owners and operators, **48:4**Jury charges, **59:4**

ATTORNEY FEES

Damages, uninsured motor vehicles, 38:5

Declaratory judgment actions, **9:8** Insurer's bad faith

adjustment of third-party property losses, **8:6**

refusal to pay within 60 days, **8:4** Offer of settlement, **56A:6**, **56A:16 to 56A:21**, **58:43 to 58:45**

"On the defendant's behalf," attorney fees and expenses of litigation incurred on, **56A:17**

Same attorney fees and expenses, recovery of, **56A:24**

Uninsured motorist coverage, **38:5**Workers' Compensation Subrogation, apportionment of fees, **54:6**

AVOIDANCE DOCTRINE

Defenses to liability of owners and operators, **48:5**

AVOIDANCE OF CONSEQUENCES

Jury charges, 59:5

BACKING OF VEHICLE

Jury charges, 59:6

BAD CHARACTER

Impeachment, jury charge, 59:41

BAD FAITH

Penalties. Bad Faith Penalties, this index

Settlement, this index

Uninsured motorist, jury charges, **59:116**

BAD FAITH PENALTIES

Generally, **8:1 to 8:8**

Adjustment of third-party property losses, **8:5**, **8:6**

Attorney Fees, this index

Declaratory judgment action by insurer not means of avoiding, 9:5

Definition of bad faith, **8:2**Exclusive procedure and penalty,

damages, uninsured motor vehicles, **38:6**

Exclusivity of statutory penalties, **8:1** In first-party claim, jury charges, **59:7**

Insurer's refusal to pay within 60 days, **8:3**

Medical payments coverage, **28:13**Notice to Insurance Commissioner and Insurance Consumer
Advocate. **8:7**

BANKRUPTCY

Medical expenses, discharge of, admissibility of evidence and proof at trial, **51:4**

Uninsured motorists, 29:9, 40:14

BATSON MOTIONS

Admissibility of evidence and proof at trial, **51:5**

BICYCLE

Approaching and passing uniform rules of the road, **50:38**

BINDER

Creation of insurance contract, 1:1

BINDING SETTLEMENT AGREEMENT

Unconditional acceptance of settlement offer. 21:7

BLACKBOARDS, CHARTS AND MODELS

Used to illustrate contentions, admissibility of evidence and proof at trial, **51:6**

BODILY INJURY OR DEATH

Generally, 13:5

Continuation of coverage for spouse, death of named insured, **12:4**

Damages, uninsured motor vehicles, **38:2**

Emotional distress from witnessing death of child, **59:26**

Employees of insured, exclusions from coverage, **14:5**

ERISA, wrongful death claims, **53:14** Family members, exclusions from coverage, **14:3**

Fellow employees of insured, injury, 14:6

Injury alone no basis for recovery, **59:46**

Interrogatories to plaintiff in personal injury case, form, **58:14**

Separate causes of action for personal injury and property damage, 47:11

Speculation as to cause of injury, **59:102**

Stacking UM coverage, insured status of injured person, **39:4**

Stopping of vehicle to avoid injury, **59:104**

Third party claimant, direct claim against insurer, 7:1

Willful or intentional injury, **14:4** Workers' compensation, **14:5**

BOND OR LIABILITY INSURANCE

Motor carriers, 45:2

BRAKES

Owner's knowledge of defective, jury charges, **59:8**

BRIEF

Attorney fees and expenses, claim for, **58:45**

Stay, brief in support of motion, 58:7

BUSINESS USE EXCLUSION

Exclusions from coverage, 14:12

CANCELLATION OR RESCISSION OF INSURANCE CONTRACT

Generally, **5:1 to 5:8**

Alleged wrongful cancellation, right of insured to hearing, **5:8**

Continuous coverage regulation, actions against motor carriers and their insurers, **46:5**

Insured, cancellation by, 5:2

Misrepresentation by insured in application, **5:7**

Non-payment of premium, **5:5**

Premium finance companies, 5:3

Purchase of similar insurance, **5:4**

Statutory cancellation, generally, **5:1**

Time, policy in effect for less that 60 days, **5:5**

CANCELLATION TO INSURED

Notice

contract of insurance void ab initio for failure of consideration, 5:6

CARE REQUIRED

Insurer in settlement, 21:2

Settlement of time-limited demand by injured party, settlement of claims, 21:5

CARRIERS

Motor Carrier Liability Coverage, this index

CELLULAR TELEPHONES

Mobile Telephones or Electronic Communication Devices, this index

CERTIFICATES OF CONVENIENCE AND NECESSITY

Motor carriers, 45:1

CHARACTER

Impeachment with contradictory statements and bad character, jury charge, **59:41**

CHARGES TO JURY

Jury Charges, this index

CHILDREN AND MINORS

Measure of value of child's life, jury charges, **59:10**

Nonresident Motorist Act, 57:7

CHOICE OF LAW

Conflict of Laws, this index

CLEAR AND CONVINCING EVIDENCE

Jury charges, 59:11

COLLATERAL ATTACK

Judgment against uninsured motorist, actions against UM carriers, 37:10

COLLEGE OF PHYSICIANS RULE

Jury charges, 59:12

COLLISION

Accident, this index

COMMON FUND DOCTRINE

Legal expenses, reimbursement and subrogation under ERISA, **53:9**

COMMUNICATION DEVICES

Mobile Telephones or Electronic Communication Devices, this index

COMPARATIVE NEGLIGENCE

Jury charges, **59:15**, **59:16**Multiple tort-feasors, **59:16**

COMPLAINT

Declaratory judgment, form, **58:1** Duty of insurer to defend base on allegations in, **20:6**

COMPREHENSIVE COVERAGE

Generally, **26:1 to 26:5**

Explosion, 26:4

First party physical damage coverage, **26:6**

Larceny, 26:3

Theft loss, 26:2

Windstorm, 26:5

COMPUTERIZED ANIMATIONS

Admissibility of evidence and proof at trial, **51:9**

CONFESSION OF JUDGMENT

Uninsured motorist, actions against UM carriers, 37:11

CONFIDENTIALITY PROVISIONS

Settlement agreement, Reimbursement Statute, **52:13**

CONFLICT OF LAWS

Generally, 3:1, 3:2

Creation of insurance contract, 1:3

Motor carriers and insurers of motor carriers, **46:13**

Uninsured motorist carriers, actions against, **37:20**

Workers' compensation subrogation, **54:10**

CONSENT JUDGMENTS

Settlement offer, 56A:23

CONSENT MOTION

Agreement for dismissal of UM insurance carrier without prejudice and order, form, **58:21**

Default, consent motion to open default, **58:48**, **58:49**

Drop and dismiss defendant without prejudice, **58:22**

CONSENT OF INSURED

General liability release, **17:1** Reservation of rights, **16:5**

CONSORTIUM, LOSS OF

Loss of Consortium, this index

CONSTITUTIONAL LAW

Medical reports, **51:17** Punitive damages, excessive, **47:9**

CONTRACT OF INSURANCE

Binder, 1:1

Cancellation or Rescission of Insurance Contract, this index

Choice of laws, 1:3

Conditions and limitations, medical payments coverage, **28:6**

CONTRACT OF INSURANCE

Conflict with Reimbursement Statute prohibited, **52:12**

Construction and interpretation of.
Interpretation and Regulation of
Insurance Contracts, this index

Continuation of coverage for spouse, death or divorce of named insured, **12:4**

Coverage, this index

Creation of insurance contract

generally, 1:1 to 1:4

binder, 1:1

choice of laws, 1:3

issuance of contract, 1:2

waiver and estoppel, 1:4

Definition of insured, uninsured motorist coverage, **30:5**

Exclusions from Coverage, this index Exhaustion of Policy Limits, this index

First Party Property Damage Coverage, this index

Interpretation and Regulation of Insurance Contracts, this index

Issuance of contract, 1:2

Liability Coverage, this index

Medical Payments Coverage, this index

Non-renewal of Insurance Contract, this index

Notice of cancellation to insured not required

void ab initio for failure of consideration, **5:6**

Policies issued

in state, 3:1

out-of-state, choice of laws, 3:2

Read contract, duty of insured to, 2:5

Regulation of, generally. Interpretation and Regulation of Insurance Contracts, this index

Renewal of the Insurance Contract, this index

Voluntary payment doctrine, **7A:1** Waiver and estoppel, **1:4**

CONTRIBUTING FACTORS

Admissibility of evidence and proof at trial, **51:10**

CONTRIBUTION OR INDEMNIFICATION

From uninsured motor carrier, actions against UM carriers, **37:16**

Jury charges, **59:17 to 59:19, 59:42 to 59:44**

Overly broad indemnification provision extinguishes UM carrier's subrogation right, **40:11**

Ridesharing coverage, right of contribution by personal vehicle insurer, **57C:8**

CONTRIBUTORY AND COMPARATIVE NEGLIGENCE

Defenses to liability of owners and operators, **48:6**

COOPERATION OF INSURED

Generally, 23:1 to 23:4

Failure of insured to appear at trial, 23:4

Misrepresentation of insured as failure to cooperate, 23:3

Necessity of cooperation, 23:1 Necessity of willful and intentional failure to cooperate, 23:2

CORPORATIONS

Uninsured motorist coverage, 30:6

CORRELATING PAYMENTS

With uninsured motorist coverages, medical payments coverage, 28:11

CORRELATING THE LIABILITY COVERAGE SET-OFF

Stacking UM Coverage, this index

COSTS AND EXPENSES

Legal Expenses, this index Medical Expenses, this index Offer of settlement, recovery of expenses of litigation, 56A:6, 56A:16 to 56A:21, 58:43 to 58:45

Storage costs, 13:9

COVENANT NOT TO SUE

Medical liens, 55:3

COVERAGE

Continuation of coverage for spouse, death or divorce of named insured. **12:4**

Exclusions from Coverage, this index First Party Property Damage Coverage, this index

Liability Coverage, this index Medical Payments Coverage, this index

CROSS-CLAIM

Subrogation for UM payments, 40:4

DAMAGES

Agreement for payment of damages, form, **58:47**

Allocation of amounts paid among categories of damages sought at trial, Reimbursement Statute, 52:5

Allocation of damages in settlement agreement, reimbursement and subrogation under ERISA, **53:8**

Apportionment of damages among defendants according to percentage of fault, **48:3**

Bad faith provision as exclusive procedure and penalty, uninsured motor vehicles, **38:6**

Bodily injury and death, uninsured motor vehicles, **38:2**

Financial circumstances of defendant on award of punitive damages, jury charges, **59:34**

Mitigation of damages, following physician's advice, **59:67**

Motor vehicles, admissibility of evidence and proof at trial, **51:11**

Nominal damages, jury charges, **59:71**

Pre-impact fright as conscious pain and suffering, **51:20**, **59:83**

Property damage

liability claims and bad faith refusal to pay by liability insurer, jury charges, **59:85**

DAMAGES—Cont'd

Property damage—Cont'd motor vehicle, measure of, jury charges, **59:86**

Property of insured, uninsured motor vehicles, **38:3**

Punitive Damages, this index

Recoverable damages generally, uninsured motor vehicles, **38:1**

Remote damages, jury charges, 59:92

Set-off for workers' compensation benefits, uninsured motor vehicles, **38:7**

Set-off or exclusion for medical payments benefits, uninsured motor vehicles, **38:8**

Statutory penalty and attorney fees, uninsured motor vehicles, **38:5**

Transition from charges on liability to damages, jury charges, **59:113**

Uninsured Motorist Coverage, this index

Unliquidated Damages Interest Act, this index

DART OUT STATUTE

Jury charges, 59:20

DEALERS (AUTOMOBILE)

Liability Coverage, this index

DEATH

Bodily Injury or Death, this index

DECLARATORY JUDGMENTS

Generally, **9:1 to 9:10**

Actions against UM carriers, **37:3** Answer, form, **58:2**

Bad faith penalties, declaratory judgment action by insurer not means of avoiding, **9:5**

Benefit provider's right to declaratory judgment to equitably share in settlement, Reimbursement Statute, **52:4**

Complaint, form, 58:1

Considerations, 9:1

Insured, generally, 9:3

Insurer, generally, 9:4

Liability of insurer for legal fees, 9:8

DECLARATORY JUDGMENTS —Cont'd

Necessity of actual or justiciable controversy, **9:2**

Primary and secondary insurers, 9:7 Reservation of rights NY insurer, 16:5

Stay of underlying tort action while declaratory judgment action pending, **9:9**

Third party claimant declaratory judgment action against an insurer, 9:6

Venue, 9:10

DEDUCTIBLE AMOUNTS

Uninsured motorist coverage, 29:5

DEFAULT

Actions against UM carriers, **37:9** Consent motion to open default, **58:48**, **58:49**

DEFEND, INSURER'S DUTY TO

Generally, 20:2

After exhaustion of limits of liability, **20:4**

Based upon allegations in complaint, **20:6**

Primary and secondary insurers' duty, 20:5

Refusal of insurer, 20:3, 20:7

DEFENSE ELECTION

Uninsured motorist carrier, actions against UM carriers, 37:2

DEFENSES

Owners' and Operators' Liability, this index

Uninsured motorist carriers, form, **58:19**

Waiver of defenses, insurer's, **16:2** Withdrawal of defensive pleadings, and entry of appearance, **58:42**

DEFINITIONS

Bad faith, 8:2

Covered claims, Insurers Insolvency Pool, **42:1**

Exclusions from coverage, 14:1

DEFINITIONS—Cont'd

"Insured," uninsured motorist coverage, **30:5**

Liability coverage, 11:1, 13:1

Reimbursement Statute, 52:2

Ridesharing coverage, 57C:2

Sovereign immunity, meaning of motor vehicle, **57B:4**

Uninsured Motorist Coverage, this index

"Vehicle insurance," 13:1

DEMAND FOR PAYMENT

Actions against UM carriers, 37:4

DEMAND FOR SETTLEMENT

Generally, 21:5, 21:9

DISABILITY BENEFITS

Reimbursement Statute, this index

DISABLED VEHICLE

Jury charges, 59:21

DISCLOSURE

Liability insurance information, **18:4**Ridesharing coverage, disclosures required by transportation network companies, **57C:9**

DISMISSAL

Drop and dismiss defendant without prejudice, consent motion to, 58:22

Drop and dismiss defendant without prejudice, order, **58:22**

Offer of settlement, effect of voluntary dismissal without prejudice, **56A:9**

Offer to settle tort claim and enter into agreement dismissing claim, form, **58:38**

Order dismissing action with prejudice, forms, **58:26**, **58:27**

Process, insufficiency of, 58:41

Stipulation, forms, 58:24, 58:25

Subrogation for UM payments, voluntary dismissal with prejudice of tortfeasor, **40:12**

Third party defendant, motion to dismiss and for judgment on the pleadings of, **58:40**

DISMISSAL—Cont'd

UM carriers, actions against, voluntary dismissal with prejudice of tortfeasor, 37:13

DIVERSITY JURISDICTION

Motor carrier liability coverage, 46:12

DIVORCE

Continuation of coverage for spouse upon divorce of insured, **12:4**

DRAM SHOP LIABILITY

Generally, **49:2**Jury charges, **59:22**, **59:23**

DRIVERS' LICENSE

Suspension of license

failure to post security after notice following a motor vehicle accident, **57A:1** to **57A:3**

failure to satisfy judgment in motor vehicle accident, **57A:4 to 57A:6**

Unlicensed Driver Exclusion, this index

DRUGS, DRIVING UNDER THE INFLUENCE OF

Generally, 50:18

DUAL AGENCY

Generally, 6:4

EARNINGS

Future lost by child who has no past work or earnings record, jury charges, **59:24**

EGG SHELL PLAINTIFF

Jury charges, 59:25

ELECTRONIC COMMUNICATION DEVICES

Mobile Telephones or Electronic Communication Devices, this index

EMERGENCY

Highway prohibited, exception Stopping, standing, or parking on a controlled-access, **50:39**

EMERGENCY VEHICLES

Statutory exemptions for emergency vehicles, **50:23**

EMOTIONAL DISTRESS

From witnessing death of child, jury charges, **59:26**

EMPLOYEES OF INSURED

Exclusions from coverage, **14:5** Workers' compensation, **14:5**

ENTERING ROADWAY

Place other than roadway, jury charges, **59:27**

EQUIPMENT AND MECHANICAL CONDITION OF VEHICLE

Jury charges, 59:68

ERISA

Allocation of damages in settlement agreement, **53:8**

Appropriate equitable relief to enforce reimbursement provision, **53:5**

Attorney's liability for failure to honor plan's reimbursement right, **53:12**

Benefits claims generally and enforceability of contractual limitation periods, **53:11**

Common fund doctrine and legal expenses, **53:9**

Federal preemption of state law, **53:2** Limitations of actions, **53:10**

Make whole doctrine as federal common law, **53:7**

Preemption, Reimbursement Statute, **52:15**

Reimbursement and subrogation under

generally, 53:1 to 53:14

allocation of damages in settlement agreement, **53:8**

appropriate equitable relief to enforce reimbursement provision, **53:5**

attorney's liability for failure to honor plan's reimbursement right, **53:12**

ERISA—Cont'd

Reimbursement and subrogation under—Cont'd common fund doctrine and legal expenses, 53:9

federal preemption of state law, 53:2

limitations of actions, **53:10** make whole doctrine as federal common law, **53:7**

plan's right, 53:4

self-funded ERISA plan, identifying, **53:3**

signed agreement before payment of benefits, requirement, **53:6**

uninsured motorist insurance benefits, **53:13**

wrongful death claims, **53:14**

Self-funded ERISA plan, identifying, **53:3**

Signed agreement before payment of benefits, requirement, **53:6**

Uninsured motorist insurance benefits, **53:13**

Wrongful death claims, 53:14

ERROR

Jury charges, refusal to charge as, **60:8**

ESTOPPEL

Creation of insurance contract, **1:4**Judicial, defenses to liability of owners and operators, **48:8**

EVIDENCE

Admissibility of Evidence and Proof at Trial, this index

Ineffective and inadmissible in evidence

hospital or health care center, release of injured person in, 17:4

Jury Charges, this index

EXCLUSIONS FROM COVERAGE

Generally, 14:1 to 14:15

Automobile business, 14:7

Automobile furnished for regular use of insured, 14:8

Automobile leased to another, 14:14

EXCLUSIONS FROM COVERAGE —Cont'd

Bodily injury to family member, **14:3** Business use exclusion, **14:12**

Carrying persons or property for compensation or fee, **14:15**

Definition, 14:1

Employees of insured, injury, **14:5** Fellow employees of insured, injury, **14:6**

Hired auto exclusion, 14:14

Named driver exclusion, 14:9, 30:7

Property of insured, 14:2

Public or livery conveyance exclusion, **30:10**

Ridesharing coverage, statutorily authorized policy exclusion, **57C:5**

Traffic violation or unlawful act exclusion. 14:10

Trip radius exclusion, 14:11

Uninsured motor vehicles

generally, 32:9

medical payments benefits, 38:8

named driver, 30:7

public or livery conveyance exclusion, **30:10**

reasonable belief permission, 30:8

Unlicensed driver exclusion, 14:13

Willful or intentional injury, 14:4

Workers' compensation as exclusive remedy, **14:5**

EXEMPT CARRIERS

Motor carriers, 44:5

EXHAUSTION OF AVAILABLE LIABILITY COVERAGE

Uninsured motorist coverage, 34:4, 34:5

EXHAUSTION OF POLICY LIMITS

Actions against UM carriers, selective settlements, **37:21**

Fewer than all claimants, right, settlement of claims, 21:3

EXHAUSTION OF RIGHTS REQUIREMENT

Insurers Insolvency Pool, this index

EXPERT TESTIMONY

Jury charges, 59:30 to 59:32

EXPLOSION

Comprehensive coverage, 26:4

FAMILY PURPOSE DOCTRINE

Jury charges, **59:33**Nonresident Motorist Act, **57:6**Owners and operators, liability, **47:4**

FELLOW EMPLOYEES OF INSURED

Injury, exclusions from coverage, 14:6

FINANCIAL CIRCUMSTANCES

Defendant on award of punitive damages, jury charges, **59:34**

FIREMAN'S RULE

Defense to liability of owners and operators, **48:15**

FIRST PARTY PROPERTY DAMAGE COVERAGE

Generally, 25:1 to 25:11

Assignments and loan receipts, 27:2 Collision coverage, generally, 25:1 to 25:7

Comprehensive Coverage, this index First-party property damage claims, generally, **25:5**

Limitations of actions, 27:5

Loss payable clauses, 25:8

Measure of damages under collision coverage, **25:2**

Misrepresentation in application, **25:9**

Policy providing only, 26:6

Racing contest exclusion, 25:7

Real party in interest, 27:3

Repair facility, selection, 25:4

Settlement with tort-feasor, effect, **27:4**

Subrogation for payment of benefits generally, 27:1 to 27:5

assignments and loan receipts, **27:2**

limitations of actions, **27:5** real party in interest, **27:3**

FIRST PARTY PROPERTY DAMAGE COVERAGE

-Cont'd

Subrogation for payment of benefits
—Cont'd

settlement with tort-feasor, effect, **27:4**

Temporary substitute vehicle, **25:3**Time limitation on filing suit, policy provision imposing, **25:11**

Unlicensed driver exclusion, 25:6

FIRST-PARTY CLAIMS

Insured, 7:3

FLASHING CIRCULAR YELLOW SIGNAL

Uniform rules of the road, 50:22

FLIGHT

Uniform rules of the road, law enforcement officers' liability in pursuit of fleeing suspects, 50:23

FOLLOWING TOO CLOSELY

Uniform rules of the road, 50:7

FOREIGN LAW TORT IMMUNITY

Actions against UM carriers, 37:15

FOREIGN NATIONALS

Nonresident Motorist Act, 57:9

FORESEEABILITY

Jury charges, 59:35

FOREST PRODUCTS

Motor carrier liability coverage, Georgia Forest Products Trucking Rules, **45:6**

FORMS

Generally, 58:1 to 58:51

Affidavit in support of motion to transfer, **58:11**

Answer, withdrawal of and entry of appearance, **58:42**

Answer and defensive pleadings of UM carrier, **58:19**

Answer to complaint for declaratory judgment, **58:2**

FORMS—Cont'd

Complaint for declaratory judgment, **58:1**

Consent motion

agreement for dismissal of UM insurance carrier without prejudice and order, **58:21**

default, consent motion to open default, **58:48**, **58:49**

drop and dismiss defendant without prejudice, **58:22**

Damages, agreement for payment of, 58:47

Declaratory judgment answer to complaint, **58:2** complaint for, **58:1**

Default, consent motion to open default, **58:48**, **58:49**

Defendant insurance company circular indemnity defense, 58:53 failure of insured to provide timely notice of accident, 58:52

Defendants' first interrogatories to plaintiff, **58:14**, **58:15**

Defendant's interrogatories to plaintiff in

loss of consortium case, **58:16** property damages case, **58:17**

Defendant's memorandum of law to limit qualification of jurors based on relationship to insurance company that has paid its policy limits, **58:51**

Defendant's motion in limine and citation of authority, **58:18**

Defendant's request for production of documents to non-party, **58:35**, **58:36**

Dismissal

drop and dismiss defendant without prejudice, consent motion to, **58:22**

drop and dismiss defendant without prejudice, order, 58:22

insufficiency of process and resulting lack of personal jurisdiction, **58:41**

FORMS—Cont'd

Dismissal—Cont'd offer to settle tort claim and enter into agreement dismissing

claim, **58:38**

Fees and expenses, forms for pursuing post-judgment motion for, **56A:21**

Interrogatories to defendant in motor vehicle collision case, **58:13**

Letter authorizing release of motor vehicle record, **58:34**

Limited liability release, 58:31

Medical and/or hospital information, authorization, **58:9**

Motion for summary judgment circular indemnity defense, 58:53 failure of insured to provide timely notice of accident, 58:52

Nonparty wholly or partial at fault, notice of, **58:39**

Notice

before settlement. Notice before settlement, release of all claims, below

duty to avoid unnecessary costs of service of summons, **58:5**

hearing on motion to transfer, **58:12**

lawsuit and request for waiver of service of summons, **58:3**

nonparty wholly or partial at fault, notice of, **58:39**

objections to plaintiff's notice of intent to introduce medical reports in narrative form at trial, 58:37

security deposit, request for hearing on notice by Department of Drivers Services to deposit security, **58:46**

Notice before settlement, release of all claims

generally, 58:32

pursuant to § 29-3-2, 58:20

Objections to plaintiff's notice of intent to introduce medical reports in narrative form at trial, 58:37

FORMS—Cont'd

Order dismissing action with prejudice, **58:26**, **58:27**

Permissive use entails express or implied permission, **59:81**

Plaintiff's motion in limine with citation of supporting authority, **58:50**

Process, insufficiency of and resulting lack of personal jurisdiction, **58:41**

Release and assignment of claims, **58:29**

Release and trust agreement under UM insurance protection coverage, 58:30

Release of all claims and agreement, 58:28

Request for production

non-party, defendant's request for production of documents to, 58:35, 58:36

plaintiff's first request to defendant, **58:33**

Rule nisi order, 58:6

Security deposit, request for hearing on notice by Department of Drivers Services to deposit security, **58:46**

Settlement, offer to settle tort claim and enter into agreement dismissing claim, **58:38**

Stay, brief in support of motion, **58:7** Stipulation of

dismissal, **58:24**, **58:25** stay, **58:8**

Third party defendant, motion to dismiss and for judgment on the pleadings of, **58:40**

Transfer of defendant, motion for with supporting citation of authority, **58:10**

Waiver of service of summons, 58:4

FRAUD

Misrepresentation, this index

FULL VALUE OF LIFE

Jury charges, 59:36

FULLY COMPENSATED

Subrogation for UM payments, 40:2

FUTURE MEDICAL EXPENSES

Admissibility of evidence and proof at trial, **51:12**

GARAGED OR USED IN STATE

Uninsured motorist coverage, vehicles not principally garaged or used in state, **29:12**

GEORGIA INSURERS INSOLVENCY POOL ACT

Insurers Insolvency Pool, this index

GEORGIA MOTOR VEHICLE ACCIDENT REPARATIONS ACT

Limit of insurer's liability, 18:1

GEORGIA TORT CLAIMS ACT

Generally, 56A:13, 56:17

GOLDEN RULE ARGUMENT

Admissibility of evidence and proof at trial, **51:13**

GOOD FAITH

See topics beginning with Bad Faith, this index

GOVERNMENT-OWNED VEHICLES

Uninsured motor vehicles, 32:8

GUILTY PLEA TO TRAFFIC CITATION

Jury charges, 59:38

HANDS-FREE GEORGIA ACT

Electronic communications devices, use of, **50:31**

HEADLIGHTS

Required use, uniform rules of the road, **50:20**

HEARSAY

Medical reports in narrative form, **51:17**

HIGHWAY

Stopping, standing, or parking on a controlled-access prohibited except in an emergency, 50:39

HIRED AUTOMOBILE

Exclusions from coverage, **14:14** Liability coverage, **11:6**

HISTORY OF ACCIDENT

Admissibility of evidence and proof at trial, **51:14**

HIT-AND-RUN

Notice provision, policy conditions precedent, uninsured motor vehicles, **35:1**

Uniform rules of the road, 50:24

HORN

Jury charges, 59:39

HOSPITAL AND/OR HOSPITAL INFORMATION

Authorization, form, **58:9**Release of injured person in hospital or health care center, **17:4**

HOSPITAL LIENS

Liens, this index

HUSBAND AND WIFE

Spouse, this index

IMMUNITY FROM TORT LIABILITY

Sovereign Immunity, this index Workers' compensation subrogation, **54:8**

IMPEACHMENT

Contradictory statements and bad character, jury charges, **59:40**, **59:41**

IMPEDING NORMAL AND REASONABLE MOVEMENT OF TRAFFIC

Uniform rules of the road, 50:17

IN PERSONAM JURISDICTION

Necessity, recovery from insurer, 7:6

INDEPENDENT AGENTS OR CONTRACTORS

Generally, **6:3** Jury charges, **59:45**

INSOLVENCY

Insurers Insolvency Pool, this index Uninsured motor vehicles, insolvency of liability insurer, **32:5**

INSTRUCTIONS TO JURY

Jury Charges, this index

INSURABLE INTEREST

Liability coverage, 10:3

INSURANCE COMMISSIONER

Regulation, interpretation and regulation of insurance contracts, 2:4

INSURED'S CANCELLATION OF CONTRACT

Generally, 5:2

INSURERS INSOLVENCY POOL

Assignment of right of recovery, **41:3** Covered claims

classes of, 42:2

noncovered claims, 42:3

statutory definition, 42:1

Exhaustion of rights requirement, generally, **43:1** to **43:4**

Multiple insurance coverage and stacking, insolvency pool exception, 15:5

Origin and purpose, 41:1

Power to sue and be sued, 41:4

Primary liability carrier, insolvency of, **43:3**

Responsibilities and supervision, **41:2**

Statutory exhaustion provision, **43:1** Subrogation, UM carrier's right of, **43:4**

INTENTIONAL ACTS

Cooperation of insured, necessity of willful and intentional failure, 23:2

Exclusions from coverage, willful or intentional injury, **14:4**

Uninsured motorist coverage, 30:4

INTERPLEADER

Insurer's right to interpleader, 9A:1

INTERPRETATION AND REGULATION OF INSURANCE CONTRACTS

Generally, 2:1 to 2:5

Construction of the contract, 2:1

Duty of insured to read contract, 2:5

Insurance Commissioner, regulation by, **2:4**

Minimum statutory requirements for liability policies, **2:2**, **2:3**

INTERROGATORIES

Defendants' first interrogatories to plaintiff

form, 58:15

personal injury case, form, 58:14

Defendant's interrogatories to plaintiff in property damages case, form, **58:17**

Plaintiff's first interrogatories to defendant in motor vehicle collision case, form, **58:13**

INTERSECTIONS

Approaching and entering intersections, uniform rules of the road, **50:9**

Inoperative traffic light, jury charges, **59:49**

Required positions and methods of turning at, uniform rules of the road, **50:13**

Right-of-way, **50:9**, **59:47**, **59:48**, **59:80**

Stopped vehicle in intersection, jury charges, **59:48**

INTERSPOUSAL TORT IMMUNITY

Defenses to liability of owners and operators, **48:7**

INTERVENING CRIMINAL ACT OF THIRD PARTY

Jury charges, 59:50

INTOXICATION

Dram Shop Liability, this index

INTOXICATION—Cont'd

Driving under the influence of alcohol, generally, **50:18**

Jury charges

duty of care, intoxicated person's, **59:51**

opinion of witness as to, **59:52** Witness' opinion, **59:52**

INVESTIGATION OF CLAIMS

Right of insurer, 20:1

JOHN DOE ACCIDENTS

Uninsured motor vehicles, 34:2, 37:6

JOINT ENTERPRISE LIABILITY

"Tandem driving," owners' and operators' liability, **47:12**

JOINT TORT-FEASORS

Jury charges, joint tort-feasors with different degrees of culpability, 59:53

Settlement with joint tort-feasor, 37:17

Stacking UM coverage, joint tortfeasors where one tort-feasor is uninsured, 39:14

JUDICIAL ESTOPPEL

Defenses to liability of owners and operators, **48:8**

JURISDICTION

In personam jurisdiction, **7:6**Motor carrier liability coverage, federal diversity jurisdiction,

46:12

Process, insufficiency of and resulting lack of personal jurisdiction,

Uninsured motor vehicles, 36:8, 58:41

JURY

Jury Charges, this index

Qualification, 10:5, 51:31

Verdict, quotient verdict, jury charges, **59:91**

Voir dire, **10:6**, **51:33**

JURY CHARGES

Act of God (loss of consciousness), driver suffers an unforeseeable,

Actual physical contact, 59:2 Admissions in pleadings in another civil action, 59:3

Appellate court's language, 60:1 Assumption of risk, **59:4**

Avoidance of consequences, 59:5

Backing of vehicle, **59:6**

Bad character, impeachment, 59:41

Bad faith penalty and attorney fees in first-party claim, 59:7

Brakes, owner's knowledge of defective, **59:8**

Carriers of passengers, duty of, **59:9** Child's life, measure of value of,

Clear and convincing evidence, **59:11** College of physicians rule, 59:12 Collision alone insufficient to estab-

lish liability, **59:13** Collision and injuries alone no basis

for recovery, **59:14** Comparative negligence, **59:15**,

Conference, exception to charge at charge conference, **60:11**

Contribution or indemnification,

59:17 to 59:19, 59:42 to 59:44 Correct instruction may cure erroneous instruction, 60:3

"Dart out" statute, 59:20

59:16

Daubert, expert testimony, 59:30

Disabled vehicle, 59:21

Dram shop liability, **59:22**, **59:23**

Earnings, future lost by child who has no past work or earnings record, 59:24

Egg shell plaintiff, 59:25

Emotional distress from witnessing death of child, 59:26

Entering roadway from place other than roadway, 59:27

Erroneous instruction, correct instruction may cure, 60:3

Evidence

clear and convincing, 59:11

JURY CHARGES—Cont'd

Evidence—Cont'd

equally balanced, 59:28

opinion expressed by court on proof, **60:6**

party's reach, within, but not produced, 59:29

slight evidence authorizes jury charge, **60:9**

Exact language of request, failure to charge, **60:4**

Expert testimony, 59:30 to 59:32

Family purpose doctrine, **59:33**

Financial circumstances of defendant on award of punitive damages, 59:34

Foreseeability, 59:35

Full value of life, 59:36

General rules governing. Rules governing, below

Guest passenger, duties of, **59:37**

Guilty plea to traffic citation, 59:38 Horn, 59:39

Impeachment with contradictory statements, 59:40, 59:41

Indemnification or contribution, 59:17 to 59:19, 59:42 to 59:44

Independent contractors, 59:45

Injury alone no basis for recovery, 59:46

Intersection right-of-way

generally, 59:47

with vehicle stopped therein, **59:48**

Intersection with inoperative traffic light, **59:49**

Intervening criminal act of third party, **59:50**

Intoxication

duty of care, intoxicated person's, 59:51

opinion of witness as to, 59:52

Joint tort-feasors with different degrees of culpability, 59:53

Lane of travel, movement from single, 59:54

Last clear chance doctrine, 59:55

Leading vehicle not superior to following vehicle, 59:56

Left turn approach, 59:57

JURY CHARGES—Cont'd JURY CHARGES—Cont'd Livestock on roadway, 59:58 Punitive damages Lookout generally, 59:89 duty to maintain, 59:59 factors to consider in awarding, failure to maintain, 59:60 59:90 Loss of control of vehicle, 59:61 Quotient verdict, **59:91** Loss of use of motor vehicle, 59:62 Refusal to charge as error, 60:8 Lost wages proof requirement, 59:63 Remote damages, 59:92 Medical bills, 59:64, 59:65 Right half of roadway, duty to drive Medical expenses, 59:66 upon, **59:93** Minute inspection of individual Right-of-way, duty of driver having, words or phrases, **60:5** 59:94 Mitigation of damages by following Rules governing requests to charge physician's advice, 59:67 generally, **60:1 to 60:11** Motor vehicle equipment and appellate court's language, 60:1 mechanical condition, 59:68 charge considered as a whole, 60:2 Negligence entrustment, 59:70 conference, exception to charge at Negligence per se, 59:69 charge conference, **60:11** No passing zones, **59:72** correct instruction may cure Nominal damages, 59:71 erroneous instruction, 60:3 Obstruction or interference with drivexact language of request, failure er's view or control, 59:73 to charge, **60:4** Open container violation as minute inspection of individual negligence per se, 59:74 words or phrases, 60:5 Opinion expressed by court on proof, opinion expressed by court on proof, **60:6** Ordinary care of plaintiff, 59:75 possible issues, no duty to charge Owner's liability for unsafe or defecon, **60:7** tive condition of vehicle, **59:77** refusal to charge as error, 60:8 Ownership of motor vehicle, **59:76** slight evidence authorizes charge, Parking on highway, 59:78 60:9 Passing on the right of another vehiwritten instructions out with jury, cle, 59:79 60:10 Pedestrian's duty to yield the right-Self-contradictory testimony by party, 59:98 of-way, **59:80** Physical infirmities due to other Self-incrimination privilege in civil case, 59:99 causes, **59:82** Possible issues, no duty to charge on, Senses, use of, **59:100** Settlement with one of multiple Prior inconsistent statement, 59:84 defendants, 59:101 Property damage Slight evidence authorizes charge, liability claims and bad faith refusal to pay by liability Speculation as to cause of injury, insurer, **59:85** 59:102 motor vehicle, measure of, 59:86 Statutory employment—doctrine of Proximate cause strict vicarious liability, 59:103 generally, 59:87 Stopping of vehicle to avoid injury, one but not both defendants, 59:88 59:104

JURY CHARGES—Cont'd

Strict vicarious liability doctrine, 59:103

Sudden emergency doctrine, **59:106**Sudden unforeseen acts, **59:107**Superior right to use of roadway, **59:108**

Sympathy and prejudice, **59:109**Third parts's predictors as a selection of the second secon

Third party's negligence as sole proximate cause, **59:111**

Third person's conduct (duty to control), **59:112**

Third-party complaint for contribution, **59:110**

Transition from charges on liability to damages, **59:113**

Turn signal

generally, **59:114**

effect of engaging, 59:115

Uninsured motorist bad faith claim, **59:116**

U-turn, 59:117

Whole, charge considered as a whole, **60:2**

Witnesses

interest in outcome of case, **59:118** relation to parties, **59:119**

Workers' compensation exclusive remedy, **59:120**

Written instructions out with jury, **60:10**

JUSTIFICATION

Insured for failure to give timely notice, duty of insured to notify insurer, 22:4

LACK OF COVERAGE

On operator's personal vehicle, automobile dealers and rental agencies, liability coverage, 19:7

LANES OF TRAFFIC

Movement from single, jury charges, **59:54**

Signals required for turning, changing lanes, slowing or stopping, 50:14

Uniform rules of the road, roadways with lanes for traffic, **50:6**

LARCENY

Comprehensive coverage, 26:3

LAST CLEAR CHANCE DOCTRINE

Jury charges, **59:55**Owners and operators, liability, **47:7**

LEADING VEHICLE NOT SUPERIOR TO FOLLOWING VEHICLE

Jury charges, 59:56

LEASED VEHICLES

Liability Coverage, this index

LEAVING SCENE OF ACCIDENT

Uniform rules of the road, 50:36

LEGAL EXPENSES

ERISA, common fund doctrine and legal expenses, **53:9**

Owners' and operators' liability, litigation costs, **47:10**

Service of summons, notice of duty to avoid unnecessary costs, **58:5**

LEGALLY DENIED COVERAGE

Uninsured motor vehicles, 32:4

LIABILITY COVERAGE

Generally, 10:1 to 10:6

Actions against insurers

generally, 7:1 to 7:6

direct claim by injured third party against, 7:1

first party claims of insured, **7:3** in personam jurisdiction tortfeasor required for injured partys recovery from liability insurer. **7:6**

limitation of actions, 7:5

unsatisfied judgments against insureds, actions against insurers to recover, 7:2

venue. 7:4

Admissibility of coverage during trial, **10:4**

Automobile dealers and rental agencies

generally, **19:1 to 19:8** all coverages, **19:4**

LIABILITY COVERAGE—Cont'd	LIABILITY COVERAGE—Cont'd
Automobile dealers and rental agen-	Ineffective and inadmissible in evi-
cies—Cont'd	dence
covered events, 19:6	hospital or health care center,
dealer's provision, 19:1	release of injured person in,
extent of primary coverage, 19:5	17:4
lack of coverage on operator's	Insurable interest, 10:3
personal vehicle, 19:7	Insured
multiple insurance coverage	generally, 12:1 to 12:8
dealer's (auto) exception, 15:4	continuation of coverage for
rental car liability coverage	spouse upon death or divorce of insured, 12:4
exemption, 15:3	
primary and excess coverage, 19:2	named insured, 12:2
retail dealers, 19:3	permissive user, 12:6
U-drive-it agencies and "spot"	persons, 12:1 relatives who are residents of same
insurance, 19:8	household, 12:5
Bad Faith Penalties, this index	rule of election, right of additional
Continuation of coverage for spouse upon death or divorce of	insured to reject coverage,
insured, 12:4	12:8
Cooperation of insured	spouse as named insured, 12:3
generally, 23:1 to 23:4	vicariously responsible insured,
failure of insured to appear at trial,	12:7
23:4	Insured automobile
misrepresentation of insured as	generally, 11:1 to 11:7
failure to cooperate, 23:3	defined, 11:1
necessity, 23:1, 23:2	definitions, 11:1
Dealers. Automobile dealers and	general provisions, owned
rental agencies, above	automobile, 11:2
Declaratory Judgments, this index	hired automobile, 11:6
Defend, insurer's duty to	motorcycle liability insurance,
generally, 20:2	11:7
after exhaustion of limits of liability, 20:4	newly acquired owned automobile,
based upon allegations in com-	non-owned automobile, 11:5, 11:6
plaint, 20:6	temporary substitute, owned
impead insurer for refusal to	automobile, 11:4
defend, right to, 20:7	Interpretation and regulation of insur-
primary and secondary insurers'	ance contracts, minimum statu-
duty, 20:5	tory requirements for liability
refusal of insurer, 20:3, 20:7	policies, 2:2, 2:3
Definitions, 11:1, 13:1	Investigation of claims, rights and
Exclusions from Coverage, this index	duties of insurer, 20:1
First party claims of insured, 7:3	Leased vehicles
Hired automobile, 11:6	Automobile dealers and rental
In personam jurisdiction tortfeasor	agencies, above
required for injured partys	exclusions from coverage, 14:14
recovery from liability insurer,	Limit of insurer's liability
7:6	generally, 18:1

LIABILITY COVERAGE—Cont'd Limit of insurer's liability—Cont'd disclosure, 18:4 Georgia Motor Vehicle Accident Reparations Act, 18:1 loss of consortium, 18:3 minimum limit of liabliity, 18:1 multiple vehicles, injured parties or claims, 18:2 third-party claimant, insurer's liability reduced by set-off for payment of medical payment benefits, 18:5 Limitation of actions, 7:5 Loss of consortium, 18:3 Loss of use, 13:9 Maintenance of an insured motor vehicle, necessity of liability arising out of, 13:2 Motor Carrier Liability Coverage, this index Motorcycle liability insurance, 11:7 Multiple Insurance Coverage, this index Multiple vehicles, injured parties or claims, limit of insurer's liability, 18:2 Newly acquired owned automobile, 11:3 No-fault reparations law generally, 24:1 substantive law on repealed nofault statute, 24:2 Notice, duty to notify insurer generally, 22:1 to 22:5 condition precedent, notice of accident as, 22:1 justification of insured for failure to give timely notice, 22:4 summons or other process, 22:5 who may give notice of accident, 22:2 Notice to third party by insurer when paying damage to automobile,

Ownership of an insured motor vehi-

out of, 13:2

Permissive users. 12:6

cle, necessity of liability arising

```
LIABILITY COVERAGE—Cont'd
  Post-judgment interest, 13:8
  Punitive damages, 13:7
  Qualification of jury on coverage,
       10:5
  Relatives who are residents of same
       household, 12:5
  Releases in automobile claims
     general liability release, 17:1
     limited release, 17:2, 58:31
     statutory notice by insurer in
         releases entered into by
         insurer without consent of
         insured. 17:3
  Rentals. Automobile dealers and
       rental agencies, above
  Required contents of contract, 10:2
  Reservation of rights, 16:1, 16:5
  Set-off or reduction, stacking UM
       coverage, 39:5
  Settlement of claims
     generally, 21:1 to 21:9
     care required
       insurer in settlement, 21:2
       settlement of time-limited
            demand by injured party,
            21:5
     exhaustion of policy limits with
         fewer than all claimants,
         right, 21:3
     liability of insurer for refusal to
         settle, 21:4
     pre-suit demands for settlement,
         21:9
     required terms in settlement
         demand, 21:9
    right of insurer, 21:1
     time-limited demand for settle-
         ment, 21:5
     written notice to third-party claim-
         ant where settlement of
         $5,000 or more, 21:8
  Storage costs, 13:9
  Third-party claimant, insurer's
       liability reduced by set-off for
       payment of medical payment
```

benefits, 18:5

Towing, 13:9

LIABILITY COVERAGE—Cont'd	LIENS—Cont'd
U-drive-it agencies and "spot" insur-	Medical provider liens—Cont'd
ance, 19:8	perfecting, 55:2
Uninsured Motorist Coverage, this index	release or covenant not to sue, effect, 55:3
Use of an insured motor vehicle,	superior court clerk's duties, 55:8
necessity of liability arising out of, 13:2	wrongful death cause of action, medical lien does not attach
Venue, 7:4	to, 55:6
Vicariously responsible insured, 12:7	Medicare liens, 55:9
Voir dire, reference to liability insurance during, 10:6	Negotiated agreement between health care insurer and hospital, effect
Waiver, insurer's waiver of defenses	of, 55:7
to coverage, 16:2 What is insured	Workers' Compensation Subrogation, this index
generally, 13:1 to 13:10	Wrongful death cause of action,
accident, necessity of for liability insurance to apply, 13:3	medical lien does not attach to, 55:6
bodily injury and death, 13:5	LIMITATIONS OF ACTIONS
damages, punitive damages, 13:7	Declaratory judgments, 16:5
definition of "vehicle insurance," 13:1	Defenses to liability of owners and operators, 48:9
loading and unloading, 13:4	Insurer, against, 7:5
loss of use, 13:9	Medical liens, 55:4
notice to third party by insurer when paying damage to automobile, 13:10	Motor carriers and insurers of motor carriers, actions against, 46:10
ownership, maintenance, or use of an insured motor vehicle,	Negligence per se and tolling of the statute of limitations and ante litem notices, 50:1
necessity of liability arising out of, 13:2	Negligent procurement of insurance coverage, suit against agent for,
post-judgment interest, 13:8	6:5
property damage, 13:6 punitive damages, 13:7	Reimbursement and subrogation under ERISA, 53:10
storage costs, 13:9	Subrogation for
towing, 13:9	payment of benefits, damage to insured motor vehicle, 27:5
LIENS	UM payments, 40:7
Medicaid liens, 55:10	UM carriers, actions against, 37:19
Medical provider liens	Workers' compensation subrogation,
generally, 55:1	54:9
affidavit, 55:3	LIMITED RELEASE
cause of action on lien and statute of limitations, 55:4	Generally, 17:2
negotiated agreement between	LIMITS OF LIABILITY
health care insurer and	Generally, 18:1
hospital, effect of, 55:7	Disclosure, 18:4
no right of action to determine liability for injuries, 55:5	Duty of insurer to defend after exhaustion. 20:4

LIMITS OF LIABILITY—Cont'd

Georgia Motor Vehicle Accident Reparations Act, 18:1 Loss of consortium, 18:3 Minimum limit of liabliity, 18:1

Multiple vehicles, injured parties or claims, **18:2**

Qualification of jury as to relationship with insurer that has paid its policy limit, **51:31**

Third-party claimant, insurer's liability reduced by set-off for payment of medical payment benefits, **18:5**

LIVESTOCK ON ROADWAY

Jury charges, 59:58

LOADING AND UNLOADING

Generally, **13:4**Uniform rules of the road, **50:37**

LOAN RECEIPTS

Subrogation for payment of benefits, damage to insured motor vehicle, 27:2

LONG ARM STATUTE

Nonresident Motorist Act, 57:11

LOOKOUT

Jury charges duty to maintain, **59:59** failure to maintain, **59:60**

LOSS OF CONSORTIUM

Defendant's interrogatories to plaintiff, form, **58:16**Insurer's limit of liability, **18:3**

LOSS OF CONTROL OF VEHICLE

Jury charges, 59:61

LOSS OF USE OF MOTOR VEHICLE

Jury charges, **59:62**Liability coverage, what is insured, **13:9**

Theft loss, **26:2 LOST WAGES**

Proof requirement, jury charges, **59:63**

MAKE WHOLE DOCTRINE

Federal common law, reimbursement and subrogation under ERISA, 53:7

MECHANICAL CONDITION OF VEHICLE

Jury charges, 59:68

MEDICAID LIENS

Generally, 55:10

MEDICAL AND/OR HOSPITAL INFORMATION

Authorization, form, 58:9

MEDICAL BILLS

Admissibility of evidence and proof at trial. **51:15**

MEDICAL EXAMINATION

Independent policy conditions precedent, **35:6**

MEDICAL EXPENSES

Bankruptcy discharge of medical expenses, **51:4**Future medical expenses, **51:12**Jury charges, **59:64 to 59:66**Reimbursement Statute, this index

MEDICAL HISTORY

Admissibility of evidence and proof at trial, **51:16**

MEDICAL PAYMENTS COVERAGE

Generally, **28:1 to 28:13**Applicable statutes, **28:2**Collateral source, **28:12**Correlating payments with uninsured

Correlating payments with uninsured motorist coverages, 28:11

Covered automobiles, 28:4

Covered events, 28:5

Covered persons, 28:3

Limitations of actions, 28:7

Policy conditions and limitations, **28:6**

Policy notice conditions, 28:8

Stacking coverage, 28:10

Statutory bad faith penalties and attorney fees, 28:13

MEDICAL PAYMENTS COVERAGE—Cont'd

Subrogation and right of reimbursement, **28:9**

MEDICAL PROVIDER LIENS

Liens, this index

MEDICAL REPORTS

Admissibility of evidence and proof at trial, **51:17**Objections, **51:17**, **58:37**

MEDICARE LIENS

Generally, 55:9

MINORS

Children and Minors, this index

MISREPRESENTATION

Cancellation or rescission of liability policy for misrepresentation in application, 5:7

Cooperation of insured, misrepresentation as failure to cooperate, 23:3

First party property damage coverage, misrepresentation in application, **25:9**

Uninsured motorist coverage, misrepresentation in application, **29:11**

MITIGATION OF DAMAGES

Following physician's advice, jury charges, **59:67**

MOBILE TELEPHONES OR ELECTRONIC COMMUNICATION DEVICES

Admissibility of evidence and proof at trial, text-messaging, **51:26** Uniform rules of the road, Hands-Free Georgia Act, **50:31**

MORE CLOSELY IDENTIFIED WITH TEST

Stacking UM coverage, 39:8

MOTIONS

Affidavit in support of motion to transfer, form, **58:11**Consent Motion, this index
Defendant's motion in limine and citation of authority, form, **58:18**

MOTIONS—Cont'd

Notice of hearing on motion to transfer, form, **58:12**

Plaintiff's motion in limine with citation of supporting authority, **58:50**

Stay, brief in support of motion, **58:7** Third party defendant, motion to dismiss and for judgment on the pleadings of, **58:40**

Transfer of defendant with supporting citation of authority, form, **58:10**

MOTOR CARRIER LIABILITY COVERAGE

Generally, 44:1 to 44:7

Actions against motor carriers and insurers of motor carriers

generally, 46:1 to 46:12

cancellation and continuous coverage regulation, **46:5**

direct action against liability insurer, **46:1**

duty of carriers of passengers, **46:11**

effect of motor carrier's breach of policy condition, **46:3**

federal diversity jurisdiction, **46:12**

limitations of actions, **46:10**

proof of insurance policy, 46:7

property permit or certificate of public convenience and necessity, **46:6**

radius-of-use limitation, **46:4** service of process, **46:9**

statutory condition precedent, **46:2** venue, **46:8**

Bond or liability insurance, 45:2

Cancellation and continuous coverage regulation, **46:5**

Choice of laws, 46:13

Comprehensive Safety Analysis 2010, **45:5**

Direct action against liability insurer, 46:1

Exempt carriers, 44:5

Federal diversity jurisdiction, actions against motor carriers and insurers of motor carriers. **46:12**

MOTOR CARRIER LIABILITY COVERAGE—Cont'd

Federal motor carrier safety regulations, **45:4**

Georgia Forest Products Trucking Rules, **45:6**

Jurisdiction, actions against motor carriers and insurers of motor carriers. 46:12

Limitations of actions, 46:10

Motor common carriers, generally, 44:2

Motor contract carriers, generally, 44:3

Passengers, duty of carriers of, generally, **46:11**, **59:9**

Preemption by federal law, 44:6

Property permit or certificate of public convenience and necessity, **46:6**

Property permits, certificates of convenience and necessity and registration permits, **45:1**

Radius-of-use limitation, 46:4

Service of process, **46:9**

Statutory and regulatory requirements, **45:1 to 45:6**

Statutory condition precedent, **46:2** Statutory employees, **45:3**

Vehicles not operated as motor carriers, 44:7

Venue, 46:8

MOTOR VEHICLE CARRIERS

Revision of O.C.G.A.

40-1-112(c), after July 1, 2024, **46A:1**

40-2-140(d)(4), after July 1, 2024, **46A:2**

MOTOR VEHICLE RECORD

Letter authorizing release of motor vehicle record, form, **58:34**

MOTORCYCLES

Liability insurance, 11:7

MULTIPLE CLAIMANTS AND RECOVERY OF LIABILITY AND "ADDED ON" UM COVERAGES

Generally, 39B:1 to 39B:5

MULTIPLE CLAIMANTS AND RECOVERY OF LIABILITY AND "ADDED ON" UM COVERAGES—Cont'd

The "added on" UM coverage option, **39B:1**

Maximizing recoveries under combined single limit liability and split-limits "added on" UM coverages, 39B:5

Maximizing recoveries under splitlimits liability and "added on" UM coverages, **39B:3**

Maximizing recoveries under splitlimits liability and combined single limit "added on" UM coverages, **39B:4**

Prefatory explanation, 39B:2

MULTIPLE CLAIMANTS AND RECOVERY OF LIABILITY AND "REDUCED" UM COVERAGES

Generally, 39A:1 to 39A:9

The "reduced" UM coverage provision, **39A:1**

Available liability coverage, 39A:3

Legislative history, **39A:2** Maximizing recoveries under

combined single limit liability coverage and split-limits "reduced" UM coverages, 39A:9

Maximizing recoveries under splitlimits liability and combined single limit "reduced" UM coverages, 39A:8

Maximizing recoveries under splitlimits liability and "reduced" UM coverages, 39A:7

Per person vs per accident UM limits, 39A:4

Separate "per person" Georgia approach, **39A:6**

Simple one-step "per accident" North Carolina formula, **39A:5**

MULTIPLE INSURANCE COVERAGE

Generally, 15:1 to 15:5

Automobile dealer's exception, 15:4

MULTIPLE INSURANCE COVERAGE—Cont'd

Insolvency pool exception, 15:5

Primary and secondary coverage, insurance follows the car, **15:2**

Rental car liability coverage exemption, **15:3**

Stacking multiple liability coverages, **15:1**

Stacking UM coverage, 39:2, 39:13

NAMED DRIVER EXCLUSION

Exclusions from coverage, **14:9**, **30:7** Uninsured motorist coverage, **30:7**

NAMED INSURED

Generally, 12:1

Spouse as named insured, 12:3

NEGLIGENCE PER SE

Jury charges, 59:69

Open container violation, jury charges, **59:74**

Operator, liability, for violation of statute or ordinance, owners and operators, liability, **47:2**

Uniform rules of the road, negligence per se and tolling of the statute of limitations and ante litem notices, **50:1**

NEGLIGENT ENTRUSTMENT

Jury charges, 59:70

Owners and operators, liability, 47:5

NEGLIGENT HIRING AND RETENTION

Owners and operators, liability training, and supervision, **47:6**

NEGLIGENT PROCUREMENT OF COVERAGE

Statute of limitations for suit against agent for negligent procurement of insurance coverage, **6:5**

NEWLY ACQUIRED AUTOMOBILE

Insured automobile, 11:3

NO BOND OR SECURITY IN LIEU OF LIABILITY INSURANCE

Uninsured motor vehicles, 32:6

NO PASSING ZONES

Jury charges, 59:72

NO-FAULT REPARATIONS LAW

Repeal

generally, 24:1

substantive law on repealed nofault statute, 24:2

NOMINAL DAMAGES

Jury charges, 59:71

NON-OWNED AUTOMOBILE

Insured automobile, 11:5, 11:6

NONPARTY

Defendant's request for production of documents to non-party, form, **58:35, 58:36**

Notice that nonparty was wholly or partial at fault, form, **58:39**

Request for production and waiver of privileged matter, admissibility of evidence and proof at trial, 51:19

NON-RENEWAL OF INSURANCE CONTRACT

Generally, 4:2

Hearing, right of insured to hearing for alleged wrongful nonrenewal, **4:3**

Noncompliance with nonrenewal provisions, effect of issuance of new insurance policy in cases of, **4:4**

NONRESIDENT MOTORIST ACT

Generally, **57:1** to **57:11**

Family purpose doctrine, **57:6**

Foreign nationals, 57:9

Long arm statute, 57:11

Minors, **57:7**

Multiple residences, 57:5

Personal representative of nonresident motorist, **57:8**

Purpose of Nonresident Motorist Act, **57:1**

Removal of case to federal court, **57:10**

Service of process on nonresident motorists, **57:2**, **57:11**

NONRESIDENT MOTORIST ACT —Cont'd

Time of tort, nonresidency at, **57:4**Venue of actions against nonresident motorists, **57:3**

NOTICE

Before settlement, release of all claims

form, 58:32

pursuant to § 29-3-2, form, 58:20

Benefit provider triggers requirement of reciprocal notice to injured party, Reimbursement Statute, 52:10

Cancellation to insured not required contract of insurance void ab initio for failure of consideration, 5:6

Duty to avoid unnecessary costs of service of summons, forms, **58:5**

Duty to notify insurer

generally, 22:1 to 22:5

justification of insured for failure to give timely notice, 22:4 summons or other process, 22:5 uninsured motor vehicles, 34:1, 34:2

who may give notice of accident, **22:2**

Effect of not providing, Reimbursement Statute, **52:11**

Hearing on motion to transfer, form, 58:12

Insurance Commissioner and Insurance Consumer Advocate, 8:7

Lawsuit and request for waiver of service of summons, form, **58:3**

Liability coverage, notice to third party by insurer when paying damage to automobile, **13:10**

Negligence per se and tolling of the statute of limitations and ante litem notices, **50:1**

Occurrence, policy conditions precedent, uninsured motor vehicles, **35:2**

Security, deposit of after notice following a motor vehicle accident, 57A:1 to 57A:3, 58:46

NOTICE—Cont'd

Third-party claim
Reimbursement Statute, **52:9**settlement of \$5,000 or more, **21:8**Uninsured motorist coverage, **34:1**, **34:2**

Unliquidated Damages Interest Act, notice of demand, **56:2**

OATH

Policy conditions precedent, uninsured motor vehicles, **35:3**

OBEDIENCE TO TRAFFIC CONTROL DEVICES

Uniform rules of the road, 50:2

OBJECTIONS

Medical reports, 51:17, 58:37

OBSTRUCTION OR INTERFERENCE WITH DRIVER'S VIEW OR CONTROL

Jury charges, 59:73

OFFER OF SETTLEMENT

Settlement, this index

OPEN CONTAINER VIOLATION AS NEGLIGENCE PER SE

Jury charges, 59:74

OPERATORS OF VEHICLES

Owners' and Operators' Liability, this index

OPTIONAL COVERAGE

Uninsured motorist coverage, 29:7

ORDER

Consent motion to open default, form, **58:49**

Dismissing action with prejudice, form, **58:26**, **58:27**

ORDINARY CARE OF PLAINTIFF

Jury charges, 59:75

OUT-OF-STATE POLICIES

Subrogation for UM payments, 40:3

OVERTAKING AND PASSING

Uniform rules of the road, **50:5**, **50:21**

OWNERS' AND OPERATORS' OWNERS' AND OPERATORS' LIABILITY—Cont'd LIABILITY Mere ownership not sufficient to Generally, 47:1 to 47:13 impose liability, 47:8 Accident abolished as defense, 48:1 Negligence per se, 47:2 Act of God. 48:2 Negligent entrustment, 47:5 Agent, negligence of, 47:3 Negligent hiring and retention Apportionment of damages among training, and supervision, 47:6 defendants according to percentage of fault, 48:3 Operator's liability, generally, 47:1 Parental tort immunity, 48:10 Assumption of risk, 48:4 Avoidance doctrine, 48:5 Punitive damages as unconstitutionally excessive, 47:9 Contributory and comparative Rescue doctrine, 47:13 negligence, 48:6 Defenses to liability of owners and Respondeat superior, 47:3 operators Separate causes of action for personal generally, **48:1** to **48:15** injury and property damage, accident abolished as defense, 48:1 47:11 Sibling tort immunity, **48:11** act of God, 48:2 Sovereign immunity, **48:12** apportionment of damage among defendants according to per-Sudden emergency doctrine, 48:13 centage of fault, 48:3 "Tandem driving" joint enterprise assumption of risk, 48:4 liability, **47:12** avoidance doctrine, 48:5 Tort immunity contributory and comparative interspousal immunity, 48:7 negligence, 48:6 parental immunity, **48:10** fireman's rule, **48:15** sibling tort immunity, 48:11 interspousal tort immunity, 48:7 Unsafe or defective condition of judicial estoppel, 48:8 vehicle, jury charges, **59:77** limitations of actions, 48:9 Violation of statute or ordinance. 47:2 parental tort immunity, 48:10 Workers' compensation as exclusive sibling tort immunity, 48:11 remedy, 48:14 sovereign immunity, 48:12 sudden emergency doctrine, 48:13 **OWNERSHIP** tort immunity Jury charges, 59:76 interspousal immunity, 48:7 Liability of owners. Owners' and parental immunity, 48:10 Operators' Liability, this index sibling tort immunity, 48:11 Maintenance or use of uninsured workers' compensation as motor vehicle, 31:2 exclusive remedy, 48:14 What is insured, necessity of liability Family purpose doctrine, 47:4 arising out of ownership of an insured motor vehicle, 13:2 Fireman's rule, defenses to liability of owners and operators, 48:15 PARENTAL TORT IMMUNITY Interspousal tort immunity, 48:7 Defenses to liability of owners and Judicial estoppel, 48:8 operators, 48:10 Last clear chance doctrine, 47:7 PARKING ON HIGHWAY Limitations of actions, 48:9 Litigation expenses, 47:10 Jury charges, 59:78

PARKING ON HIGHWAY—Cont'd

Stopping, standing on a controlledaccess

prohibited except in an emergency uniform rules of the road, **50:39**

PARKING OUTSIDE OF BUSINESS OR RESIDENCE DISTRICTS

Uniform rules of the road, 50:26

PASSING ON THE RIGHT OF ANOTHER VEHICLE

Jury charges, 59:79

PASSING VEHICLES PROCEEDING IN OPPOSITE DIRECTIONS

Uniform rules of the road, 50:4

PEDESTRIANS

Colliding with pedestrian, driver to exercise due care to avoid, 50:25

Crossing at other than a crosswalk, **50:28**

Overtaking or passing vehicles stopped for, **50:21**

Right of way in cross walks, 50:29

Right-of-way, pedestrian's duty to yield, **59:80**

Traffic-control devices and traffic regulation, obedience to, **50:30**

Walking along or upon a highway, generally, **50:27**

PENALTIES

Bad Faith Penalties, this index

PERMISSIVE USER

Generally, 12:6

Permissive use entails express or implied permission, **59:81**

Second permittee doctrine, **59:95 to 59:97**

PERSONAL REPRESENTATIVES

Nonresident motorists, **57:8** Uninsured motorist coverage, **30:3**

PERSONS INSURED

Generally, 12:1

PHYSICAL INFIRMITIES DUE TO OTHER CAUSES

Jury charges, 59:82

POLICE CHASES

Uniform rules of the road, law enforcement officers' liability in pursuit of fleeing suspects, 50:23

POLICE REPORT NARRATIVES

Admissibility of evidence and proof at trial, **51:21**

POLICY

Condition precedent Independent medical examination, 35:6

Contract of Insurance, this index

POST-JUDGMENT INTEREST

Generally, 13:8, 56:15

PREEMPTION BY FEDERAL LAW

ERISA, Reimbursement Statute, **52:15**

Motor carriers, 44:6

Reimbursement and subrogation under ERISA, 53:2

PREJUDICE

Consent motion and agreement for dismissal of UM insurance carrier without prejudice and order, form, **58:21**

Dismissing action with prejudice, **37:13**, **58:26**, **58:27**

Jury charges, 59:109

Subrogation for UM payments, voluntary dismissal with prejudice of tortfeasor, **40:12**

PREMIUM FINANCE COMPANIES

Cancellation of contract, 5:3

PREMIUM TEST

Receipt, stacking UM coverage, 39:7

PRESUIT OFFERS TO SETTLE PERSONAL INJURY TORT CLAIMS

Generally, **56B:1 to 56B:11**Acceptance of offer, **56B:3, 56B:10**

PRESUIT OFFERS TO SETTLE PERSONAL INJURY TORT CLAIMS—Cont'd

Clarification, right to seek reasonable, **56B:4**

Code section, offer to settle must reference. **56B:6**

Conveyance of offer, how offer to settle must be sent, **56B:5**

Filing of a civil action, prior to, **56B:11**

Material terms, whether offer to settle may include terms in addition to statutorily required, **56B:10**

Material terms offer to settle must and may contain, **56B:2**

Means of monetary payment, 56B:7

Terms of settlement agreement agreeable to parties, **56B:9**

Time

filing of a civil action, prior to, **56B:11**

filing of an answer in civil action, prior to, **56B:12**

payment, requiring payment with specified period, **56B:8**

Written acceptance, offer to settle must reference address, facsimile number, or email address for, **56B:6**

PRIMARY AND EXCESS COVERAGE

Automobile dealers and rental agencies, liability coverage, **19:2**

PRIMARY AND SECONDARY COVERAGE

Insurance follows the car, multiple insurance coverage, **15:2**Stacking UM coverage, **39:6**

PRIMARY AND SECONDARY INSURERS

Declaratory judgment actions between, **9:7**

Duty to defend, 20:5

PRIMARY COVERAGE

Available but not availed, stacking UM coverage, **39:11**

PRIOR INCONSISTENT STATEMENT

Jury charges, 59:84

PROCESS

Service of Process, this index

PRODUCTION OF DOCUMENTS

Defendant's request for production of documents to non-party, form, **58:35, 58:36**

Plaintiff's first request for production to defendant, form, **58:33**

PROHIBITION

Stopping, standing, or parking on a controlled-access highway except in an emergency, **50:39**

PROOF AT TRIAL

Evidence, this index

PROOF OF PROPERTY PERMIT OR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Actions against motor carriers and their insurers, **46:6**

PROPERTY DAMAGE

Generally, 13:6

First Party Property Damage Coverage, this index

Liability claims and bad faith refusal to pay by liability insurer, jury charges, **59:85**

Separate causes of action for personal injury and property damage, 47:11

To motor vehicle, measure of, jury charges, **59:86**

PROPERTY OF INSURED

Damages, uninsured motor vehicles, **38:3**

Exclusions from coverage, 14:2

PROPERTY PERMITS

Motor carriers, 45:1

PRORATION OF STACKABLE UM COVERAGES

Generally, 39:10

PROVING EXISTENCE OF UNINSURED MOTORIST COVERAGE

Actions against UM carriers, 37:23

PROVING UNINSURED STATUS OF OFFENDING MOTORIST

Actions against UM carriers, 37:22

PROXIMATE CAUSE

Jury charges, **59:87**One but not both defendants, jury charges, **59:88**

Sovereign immunity, waiver of, **57B:2**

PUBLIC OR LIVERY CONVEYANCE EXCLUSION

Uninsured motorist coverage, 30:10

PUNITIVE DAMAGES

Generally, **13:7**Constitutionality, **47:9**Excessive, **47:9**

Factors to consider in awarding, **59:90**

Jury charges, **59:89**, **59:90**Offer of settlement, **56A:7**Uninsured motor vehicles, **38:4**, **39:16**

Unliquidated Damages Interest Act, punitive damages not counted in assessing judgment amount, 56:13

PURCHASE OF SIMILAR INSURANCE

Cancellation of contract, 5:4

QUALIFICATION OF JURY

Generally, 10:5, 51:31, 51:33

Defendant's memorandum of law to limit qualification of jurors based on relationship to insurance company that has paid its policy limits, **58:51**

QUOTIENT VERDICT

Jury charges, 59:91

RACING

First party property damage coverage, exclusion, **25:7**

RACING—Cont'd

Uniform rules of the road, racing on highways and streets, **50:32**

REAL PARTY IN INTEREST

Subrogation for payment of benefits, damage to insured motor vehicle, **27:3** UM payments, **40:6**

REASONABLE BELIEF PERMISSION EXCLUSION

Uninsured motorist coverage, 30:8

RECKLESS DRIVING

Uniform rules of the road, 50:19

RECORDS

Letter authorizing release of motor vehicle record, form, **58:34**

RECOVERABLE DAMAGES

Uninsured motor vehicles, 38:1

REFUSAL

Insurer to defend, 20:3, 20:7

REGISTRATION PERMITS

Motor carriers, 45:1

REIMBURSEMENT

ERISA, reimbursement under. ERISA, this index Statutory scheme. Reimbursement Statute, this index

REIMBURSEMENT STATUTE

Generally, 52:1 to 52:15

Allocation of amounts paid among categories of damages sought at trial, **52:5**

Benefit provider not included as copayee on check, etc., in payment of settlement, etc., **52:7**

Benefit provider's right to declaratory judgment to equitably share in settlement, **52:4**

Confidentiality provisions in settlement agreement, **52:13**

Definitions, 52:2

ERISA preemption, 52:15

Exceptions to applicability of statute, **52:14**

REIMBURSEMENT STATUTE —Cont'd

No reduction allowed as setoff against claim for reimbursement, **52:8**

Notice

benefit provider triggers requirement of reciprocal notice to injured party, **52:10** effect of not providing, **52:11**

third-party claim from injured party to benefit provider, **52:9**

Overview, 52:1

Policies in conflict with statute prohibited, **52:12**

Subrogation against person at fault prohibited, **52:6**

When benefit provider may require, **52:3**

RELATIVES WHO ARE RESIDENTS OF SAME HOUSEHOLD

Persons insured, 12:5

RELEASE

All claims and agreement, form, **58:28**

General liability release, 17:1 Letter authorizing release of motor vehicle record, form, 58:34

Liability Coverage, this index Limited liability release, form, **58:31**

Limited release, 17:2

Notice before settlement, release of all claims

form, 58:32

pursuant to § 29-3-2, form, **58:20**

Release and assignment of claims, form, **58:29**

Statutory notice by insurer in releases entered into by insurer without consent of insured, 17:3

Trust agreement under UM insurance protection coverage, form, **58:30**

Underinsured motorist

actions against UM carriers, **37:12** limited release and liability carrier's duty to defend, **40:8**

REMOTE DAMAGES

Jury charges, 59:92

REMOVAL OF CASE TO FEDERAL COURT

Nonresident Motorist Act, 57:10

RENEWAL OF INSURANCE CONTRACT

Generally, 4:1 to 4:4

Non-renewal of Insurance Contract, this index

RENTAL AGENCIES

Liability Coverage, this index

REPAIR FACILITY

Selection, damage to insured motor vehicle, **25:4**

REPEAL

No-fault reparations law generally, 24:1 substantive law on repealed nofault statute, 24:2

REPORTS

Accident Reports, this index
Medical Reports, this index
Police report narratives, admissibility
of evidence and proof at trial,
51:21

REQUESTS TO CHARGE

Jury Charges, this index

RES GESTAE DECLARATIONS

Admissibility of evidence and proof at trial, **51:22**

RESCISSION OF INSURANCE CONTRACT

Cancellation or Rescission of Insurance Contract, this index

RESCUE DOCTRINE

Owners' and operators' liability, **47:13**

RESERVATION OF RIGHTS

Generally, **16:1**Consent of insured, **16:5**Declaratory judgments, **16:5**

RESERVATION OF RIGHTS —Cont'd

Form and content of reservation of rights, **16:3**

Informing an insured of all known defenses to coverage, necessity of, 16:3

Prior judgment in favor of injured party, **16:4**

RESIDENT RELATIVES

Uninsured motorist coverage, 30:2

RESPONDEAT SUPERIOR

Owner's liability for negligence of agent, **47:3**

RESPONSIBILITIES AND SUPERVISION

Insurers Insolvency Pool, 41:2

RIDESHARING COVERAGE

Generally, 57C:1 to 57C:10

Contribution, right of contribution by personal vehicle insurer, **57C:8**

Definitions, 57C:2

Denial of claim by personal vehicle insurer, coverage under transportation network company's policy not dependent on, 57C:10

Disclosures required by transportation network companies, **57C:9**

Driver, insurance maintained by, **57C:6**

Duties of insurer of transportation network companies, **57C:7**

Exclusions, statutorily authorized policy exclusion, **57C:5**

Primary motor vehicle insurance policy, **57C:3**

Satisfying insurance policy requirements, **57C:4**

Statutory basis, 57C:1

RIGHT OF ADDITIONAL INSURED TO REJECT COVERAGE

Rule of election, 12:8

RIGHT SIDE OF ROADWAY

Jury charges, 59:93

RIGHT SIDE OF ROADWAY

-Cont'd

Uniform rules of the road, 50:3

RIGHT-OF-WAY

Generally, **50:9**, **59:47**, **59:48**, **59:80**, **59:94**

RISK, ASSUMPTION OF

Defenses to liability of owners and operators, **48:4**Jury charges, **59:4**

ROADS

Uniform rules approaching and passing a bicycle, 50:38

RULE NISI ORDER

Form, 58:6

RULE OF ELECTION

Right of additional insured to reject coverage, 12:8

RULES OF THE ROAD

Uniform Rules of the Road, this index

SCHOOL DISTRICTS

Waiver of sovereign immunity, liability claims against local government entities including school districts, **57B:1**

SEATBELTS

Admissibility of evidence and proof at trial, **51:23**

Safety belt requirement, uniform rules of the road, **50:33**

SECOND PERMITTEE DOCTRINE

Generally, 59:95 to 59:97

SECURITY DEPOSIT

Form, request for hearing on notice by Department of Drivers Services to deposit security, **58:46**

Suspension of driver's license for failure to post security after notice following a motor vehicle accident, **57A:1** to **57A:3**

SELF-CONTRADICTORY TESTIMONY BY PARTY

Jury charges, 59:98

SELF-INCRIMINATION PRIVILEGE

Jury charges, 59:99

SENSES

Use of, jury charges, 59:100

SEPARATE ACTION

Bad faith, actions against UM carriers, 37:5

Personal injury and property damage, separate causes of action for, 47:11

SERVICE OF PROCESS

Exclusive manner for service, uninsured motor vehicles, **36:1**

How to serve carriers, uninsured motor vehicles, **36:6**

Jurisdiction, lack of for insufficiency of process, **58:41**

Known motorists whose whereabouts are unknown, uninsured motor vehicles, **36:4**

Known uninsured motorists, uninsured motor vehicles. **36:2**

Motor carriers and insurers of motor carriers, **46:9**

Nonresident motorists, **57:2**, **57:11** Summons. Service of Summons, this index

Unknown motorists, uninsured motor vehicles, **36:3**

When to serve carriers, uninsured motor vehicles, 36:5

Whom to serve when serving carriers, uninsured motor vehicles, **36:7**

SERVICE OF SUMMONS

Notice of duty to avoid unnecessary costs, form, **58:5**Notice of lawsuit, form, **58:3**

Waiver, form, **58:3**, **58:4**

SET-OFF

Medical payments benefits, uninsured motor vehicles, **38:8**

SET-OFF—Cont'd

No reduction allowed as setoff against claim for reimbursement, Reimbursement Statute, 52:8

Workers' compensation benefits, damages, uninsured motor vehicles, **38:7**

SETTLEMENT

Generally, 21:1 to 21:9

Arbitration proceedings, offer of settlement, **56A:19**

Attorney fees and expenses of litigation, recovery of, 56A:6, 56A:16 to 56A:21, 58:43 to 58:45

Bad faith. Good or bad faith, below Care required

insurer in settlement, 21:2 settlement of time-limited demand by injured party, 21:5

Consent judgment, 56A:23

Constitutional challenges, offer of settlement statute, **56A:11**

Contingency fee arrangements, offer of settlement, **56A:16**

Damages, frivolous claim or defense and, **56A:25**

Exhaustion of policy limits with fewer than all claimants, right, 21:3

Federal court, applicability of Georgia offer of settlement statute in, 56A:10

Formation, 21:6

Forms for pursuing post-judgment motion for attorney fees and expenses of litigation, **56A:21**

Frivolous claim or defense and damages, **56A:25**

General rules of contract, 21:6

Good or bad faith

bad faith, definition of, **8:2** offer of settlement not made in good faith, **56A:12**

policy limits, bad faith failure to settle within, **21:1**

Hearing requirement, 56A:15

SETTLEMENT—Cont'd

Joint tort-feasor, actions against UM carriers, **37:17**

Liability of insurer for refusal to settle, 21:4

Limitation of offer of settlement statute to tort claims, **56A:8**

Nonpayment of demand for, meaning of "bad faith" in claims for, 8:2

Offer of settlement

generally, **56A:1** to **56A:23** arbitration proceedings, **56A:19** attorney fees and expenses of litigation, **56A:6**, **56A:16** to

56A:21, 58:43 to 58:45 consent judgment, 56A:23 constitutional challenges, 56A:11 contingency fee arrangements, 56A:16

damages, frivolous claim or defense and, **56A:25**

entitlement to award, offer of settlement when party is entitled to award, **56A:14**

federal court, applicability of Georgia statute in, **56A:10**

form, offer to settle tort claim and enter into agreement dismissing claim, **58:38**

forms for pursuing post-judgment motion for attorney fees and expenses of litigation, **56A:21**

frivolous claim or defense and damages, **56A:25**

good or bad faith

offer not made in good faith, **56A:12**

policy limits, bad faith failure to settle within, 21:1

hearing requirement, **56A:15** limitation of offer of settlement statute to tort claims. **56A:8**

"on the defendant's behalf," attorney fees and expenses of litigation incurred on, **56A:17**

particularity, requirement that relevant conditions of offer be stated with, **56A:4**

Presuit Offers to Settle Personal Injury Tort Claims, this index

SETTLEMENT—Cont'd

Offer of settlement—Cont'd punitive damages, **56A:7** requisites of offer of settlement, **56A:3**

same attorney fees and expenses, recovery of, **56A:24**

sovereign immunity, waiver of, **56A:13**

statute, generally, **56A:1 to 56A:14**

subsequent offer does not negate prior unaccepted offer, **56A:5**

voluntary dismissal without prejudice, effect of, **56A:9**

when an offer of settlement may be made, **56A:2**

withdrawal, failure to withdraw offer prior to its expiration, 56A:22

writing requirement, 56A:1

One of multiple defendants, jury charges, **59:101**

Particularity, requirement that relevant conditions of offer of settlement be stated with, **56A:4**

Pre-suit demands for settlement, **21:9**Presuit Offers to Settle Personal
Injury Tort Claims, this index

Punitive damages, 56A:7

Required terms in settlement demand, 21:9

Right of insurer, 21:1

Same attorney fees and expenses, recovery of, **56A:24**

Subsequent offer does not negate prior unaccepted offer, **56A:5**

Time

appeal, post-judgment motion for attorney fees and expenses, 56A:18

demand, time-limited demand for settlement, 21:5

Presuit Offers to Settle Personal Injury Tort Claims, this index

Unconditional acceptance

create binding settlement agreement. 21:7

SETTLEMENT—Cont'd

Voluntary dismissal without prejudice, effect of, **56A:9**

Withdrawal of offer, failure to withdraw offer prior to its expiration, 56A:22

Writing requirement

notice to third-party claimant where settlement of \$5,000 or more, **21:8**

offer of settlement, 56A:1

SHERIFFS

Waiver of sovereign immunity, liability claims against local government entities including sheriffs, **57B:1**

Waiver of sovereign immunity, liability claims against local government officer or employee including sheriff in his or her individual capacity, **57B:5**

SIBLING TORT IMMUNITY

Defenses to liability of owners and operators, **48:11**

SIGNALS

Flashing circular yellow signal, **50:22** Required for turning. Turn Signals, this index

SINGLE UM POLICY COVERING MULTIPLE VEHICLES

Generally, 39:3

SLOWING VEHICLES

Signals required for turning, changing lanes, slowing or stopping, 50:14

SOVEREIGN IMMUNITY

Defenses to liability of owners and operators, **48:12**

Limit of damages recoverable under waiver

against local government for use of motor vehicle, **57B:3**

Required ante litem notice of claims against Georgia municipality arising out of use of motor vehicle, 57B:6

SOVEREIGN IMMUNITY—Cont'd

Requirement of ante litem notice of claims against Georgia county arising out of use of motor vehicle, 57B:7

UM carriers, actions against, **37:15** Waiver of sovereign immunity, **56A:13**, **57B:1** to **57B:7**

SPECULATION

Cause of injury, jury charges, 59:102

SPEED

Admissibility of evidence and proof at trial, **51:24**

Limit, driving in excess of the speed limit, **50:15**

Racing on highways and streets, **50:32**

Reasonable and prudent speed, driving at a greater speed than, 50:16

Slowing vehicles, signals required for slowing or stopping, **50:14**

SPOLIATION OF EVIDENCE

Admissibility of evidence and proof at trial, **51:25**

"SPOT" INSURANCE

Automobile dealers and rental agencies, liability coverage, **19:8**

SPOUSE

Continuation of coverage for spouse, death of named insured, **12:4**Interspousal tort immunity, **48:7**Named insured, **12:3**

STACKING COVERAGE

Medical payments coverage, **28:10**Multiple liability coverages, **15:1**Uninsured motorists. Stacking UM
Coverage, this index

STACKING UM COVERAGE

Generally, 39:1 to 39:17

Applying priority of payment rules under "reduced" and "added on" UM coverages, 39:12

Apportionment of fault among defendants and recovery of UM coverage, 39:17

STACKING UM COVERAGE —Cont'd

General rule, 39:1

Insured status of injured person, **39:4**Joint tort-feasors where one tort-feasor is uninsured, **39:14**

Liability benefits and UM benefits not recoverable under same policy in single vehicle accident, 39:15

Liability coverage set-off, **39:5**More closely identified with test, **39:8**

Multiple Claimants and Recovery of Liability and "Added on" UM Coverages, this index

Multiple Claimants and Recovery of Liability and "Reduced" UM Coverages, this index

Multiple liability policies, **39:13** Multiple UM policies, **39:2**

Other insurance provisions, **39:9** Premium test, receipt, **39:7**

Primary and secondary coverage, 39:6

Primary coverage available but not availed, **39:11**

Proration of stackable coverages, 39:10

Punitive damages, allocating to liability coverage to facilitate recovery of compensatory damages under UM coverage, **39:16**

Single UM policy covering multiple vehicles, **39:3**

STATUTE OF LIMITATIONS

Limitations of Actions, this index

STATUTORY BAD FAITH PENALTIES AND ATTORNEY FEES

Medical payments coverage, 28:13

STATUTORY CANCELLATION OF CONTRACT OF INSURANCE

Cancellation or Rescission of Insurance Contract, this index

STATUTORY CONDITIONS PRECEDENT

Actions against motor carriers and their insurers, **46:2**

STATUTORY CONDITIONS PRECEDENT—Cont'd

Uninsured Motorist Coverage, this index

STATUTORY COVERAGE REQUIREMENTS

Ridesharing coverage, **57C:1** Uninsured motorist coverage, **29:3**

STATUTORY EMPLOYEE

Motor carriers liability coverage, **45:3**

STATUTORY EXHAUSTION PROVISION

Insurers Insolvency Pool, 43:1

STATUTORY PENALTY AND ATTORNEY FEES

Damages, uninsured motor vehicles, 38:5

STAY

Brief in support of motion, **58:7**Declaratory judgments, stay of underlying tort action while declaratory judgment action pending, **9:9**

Stay of civil action, self-incrimination and, **51:34**

Stipulation, 58:8

STIPULATION

Dismissal, form, **58:24**, **58:25** Stay, form, **58:8**

STOP SIGNS

Uniform rules of the road, 50:11

STOPPING

Standing, or parking on a controlledaccess

highway prohibited except in an emergency, **50:39**

STOPPING DISTANCE

Admissibility of evidence and proof at trial, **51:24**

STOPS OR STOPPING

Admissibility of evidence and proof at trial, stopping distance, **51:24**

STOPS OR STOPPING—Cont'd

Avoidance of injury, stopping of vehicle to avoid injury, jury charges, **59:104**

Business or residence districts, stopping a vehicle outside of, **50:26**

Intersections, stopped vehicle in intersection, jury charges, **59:48**

Signals required for turning, changing lanes, slowing or stopping, 50:14

Stop signs, **50:11**

STORAGE COSTS

Liability coverage, 13:9

SUBROGATION AND RIGHT OF REIMBURSEMENT

Bankruptcy discharge of uninsured motorist, **40:14**

ERISA, this index

Exhaustion of liability and available UM coverages, **40:15**

First Party Property Damage Coverage, this index

Medical payments coverage, **28:9** UM carrier's right of, Insurers Insolvency Pool, **43:4**

UM payments

generally, 40:1 to 40:14

bankruptcy discharge of uninsured motorist, **40:14**

"circular indemnity," 40:11

cross-claim, 40:4

effect on insured's receipt of benefits, **40:5**

fully compensated, 40:2

general release does extinguish UM carrier's subrogation right, **40:10**

limitations of actions, 40:7

limited release
liability carrier's duty to defend,
40:8

UM carrier's subrogation right not extinguished, 40:9

out-of-state policies, 40:3

overly broad indemnification provision extinguishes UM carrier's subrogation right, **40:11**

SUBROGATION AND RIGHT OF REIMBURSEMENT—Cont'd

UM payments—Cont'd real party in interest, **40:6** voluntary dismissal with prejudice of tortfeasor, **40:12**

waiver of UM subrogation in exchange for tortfeasor's agreement to cooperate in defense, 40:13

Voluntary dismissal with prejudice of tortfeasor, **40:12**

Workers' Compensation Subrogation, this index

SUDDEN EMERGENCY DOCTRINE

Defenses to liability of owners and operators, 48:13
Jury charges, 59:106

SUDDEN UNFORESEEN ACTS

Jury charges, 59:107

SUFFICIENCY OF EXCUSE

Policy conditions precedent, uninsured motor vehicles, **35:4**

SUMMARY JUDGMENT

Attorney fees and expenses, claim for, **58:45**

SUMMONS

Notice of accident, duty to notify insurer, **22:5**

Service of Summons, this index

SUPERIOR RIGHT TO USE OF ROADWAY

Jury charges, 59:108

SUSPENSION OF LICENSE

Drivers' License, this index

SYMPATHY

Jury charges, **59:109**

"TANDEM DRIVING"

Owners' and operators' liability, joint enterprise liability, **47:12**

TELEPHONES

Mobile Telephones or Electronic Communication Devices, this index

TEMPORARY SUBSTITUTE VEHICLE

Damage to insured motor vehicle, **25:3**

Owned automobile, insured automobile, **11:4**

Uninsured motorist coverage, 31:7

TESTIMONY

Witnesses and Testimony, this index

TEXT-MESSAGING

Mobile Telephones or Electronic Communication Devices, this index

THEFT LOSS

Generally, 26:2

THIRD PERSON'S CONDUCT

Duty to control, jury charges, **59:112** Negligence, sole proximate cause, jury charges, **59:111**

THIRD-PARTY CLAIM

Contribution, jury charges, **59:110**Declaratory judgments, third party claimant declaratory judgment action against an insurer, **9:6**

Notice

Reimbursement Statute, **52:9** settlement of \$5,000 or more, **21:8** Set-off for payment of medical payment benefits, insurer's liability to third party reduced by, **18:5**

TIME

Cancellation of insurance contract, policy in effect for less that 60 days, **5:5**

Complaint, admissibility of evidence and proof at trial, **51:27**

First party property damage coverage, time limitation on filing suit, **25:11**

Intersections, right-of-way of vehicles approaching at the same time, **50:9**

Limitation of Actions, this index Nonresident motorists, nonresidency at time of tort, **57:4**

TIME—Cont'd

Presuit Offers to Settle Personal Injury Tort Claims, this index Settlement, this index Unliquidated Damages Interest Act, this index

TORT CLAIMS

Exception

product liability claims, **56C:11**Monetary payment, means of, **56C:7**Motor vehicle collision

generally, 56C:1 to 56:12 acceptance of offer, 56C:3 bodily Injury, 56C:1 to 56:12 death, 56C:1 to 56:12 how offer to settle must be sent,

introduction and overview, **56C:1** personal Injury, **56C:1** to **56:12** right to seek clarification by recipient. **56C:4**

terms offer to settle, 56C:2

Offer to settle

56C:5

additional to statutorily required material terms, **56C:10**

address, facsimile number, or email address for written acceptance, must include, **56C:6**

agreement, terms agreeable to parties, **56C:9**

code section reference, **56C:6**Safe harbor provision, **56C:8**Settlement, **56C:1** to **56:12**Time

named defendants have filed their initial answers or been found to be in default, **56C:12**

TORTS

Admissibility of Evidence and Proof at Trial, this index
Alcohol provider liability
pre-statutory law (Georgia common law), 49:1
statute (Dram Shop Act), 49:2
Declaratory judgments, stay of

underlying tort action while

TORTS—Cont'd

declaratory judgment action pending, **9:9**

ERISA, reimbursement under. ERISA, this index

Georgia Tort Claims Act, **56A:13**, **56:17**

Liens, this index

Negligence Per Se, this index Negligent Entrustment, this index Negligent hiring and retention training, and supervision, **47:6**

Owners' and Operators' Liability, this index

Presuit Offers to Settle Personal Injury Tort Claims, this index Reimbursement Statute, this index Uniform Rules of the Road, this index

Workers' Compensation Subrogation, this index

TOWING

Liability coverage, 13:9

TRAFFIC CITATIONS

Admissibility of evidence and proof at trial, **51:28**

TRAFFIC CONTROL DEVICES

Obedience to, uniform rules of the road, **50:2**

TRAFFIC VIOLATION OR UNLAWFUL ACT EXCLUSION

Exclusions from coverage, 14:10

TRIP RADIUS EXCLUSION

Exclusions from coverage, 14:11

TRUCKS

Using multi-laned highways, uniform rules of the road, **50:8**

TRUST AGREEMENT

Release and trust agreement under UM insurance protection coverage, form, **58:30**

TURN SIGNALS

Jury charges, **59:114**, **59:115** Uniform rules of the road, **50:14**

TURNS

Intersections, required positions and methods of turning at, **50:13**

Left turns

jury charges, **59:57**uniform rules of the road, **50:10**Signals. Turn Signals, this index
U-turn, **59:117**

U-DRIVE-IT AGENCIES AND "SPOT" INSURANCE

Automobile dealers and rental agencies, liability coverage, **19:8**

UM COVERAGES

Subrogation and right of reimbursement

exhaustion of liability and available UM coverages, **40:15**

UNDERINSURED MOTOR VEHICLE

Uninsured motor vehicles, 32:3

UNIFORM RULES OF THE ROAD

Generally, **50:1 to 50:37**

Aggressive driving, **50:35**

Alcohol or drugs driving under the influence of, **50:18**

Approaching and passing a bicycle, **50:38**

Distraction, unsafe distraction while operating a vehicle, generally, 50:31

Electronic communications device, use of, **50:31**

Emergency vehicles, statutory exemptions for, **50:23**

Flashing circular yellow signal, **50:22** Fleeing suspects, law enforcement officers' liability in pursuit of, **50:23**

Following too closely, **50:7** Headlights, required use, **50:20**

Hit and run, 50:24

Impeding normal and reasonable movement of traffic, 50:17

Intersections, required positions and methods of turning at, 50:13

Lanes, roadways with lanes for traffic, **50:6**

UNIFORM RULES OF THE ROAD —Cont'd Leaving the scene of accident, 50:36 Mobile phone, use of, 50:31 Motor vehicles

approaching and entering intersections, **50:9**

turning left, 50:10

Negligence per se and tolling of the statute of limitations and ante litem notices, **50:1**

Obedience to traffic control devices, **50:2**

Overtaking and passing, **50:5**, **50:21** Parking a vehicle outside of business or residence districts, **50:26**

Passing vehicles proceeding in opposite directions, **50:4**

Pedestrians

colliding with pedestrian, driver to exercise due care to avoid, 50:25

crossing at other than a crosswalk, 50:28

overtaking or passing vehicles stopped for, **50:21**

right of way in cross walks, **50:29** traffic-control devices and traffic regulation, obedience to, **50:30**

walking along or upon a highway, generally, **50:27**

Racing on highways and streets, **50:32**

Reckless driving, **50:19**Right side of roadway, **50:3**

Roadways, entering and crossing, 50:12

Safety belt requirement, **50:33**Securing loads on vehicles, **50:37**Serious injury by vehicle, **50:34**Signals

flashing circular yellow signal, **50:22**

turning, changing lanes, slowing or stopping, **50:14**

Speed, this index

Statute of limitations, tolling, 50:1

Stop signs, 50:11

UNIFORM RULES OF THE ROAD —Cont'd

Stopping, standing, or parking on a controlled-access

highway prohibited except in an emergency, **50:39**

Stopping, standing or parking a vehicle outside of business or residence districts, **50:26**

Trucks using multi-laned highways, **50:8**

Yield signs, **50:11**

UNINSURED MOTORIST BAD FAITH CLAIM

Jury charges, 59:116

UNINSURED MOTORIST COVERAGE

Generally, 29:1 to 29:13

Actions against UM carriers

generally, 37:1 et seq.

actual physical contact requirement, 37:7

appellate practice and procedure, 37:18

collateral attack upon judgment against uninsured motorist, 37:10

confession of judgment by uninsured motorist, **37:11**

conflict of laws, 37:20

contribution from uninsured motor carrier, 37:16

declaratory judgment actions, 37:3

default of uninsured motorist, **37:9** defense election by uninsured

motorist carrier, 37:2 demand for payment and bad faith,

37:4 exhausting UM limits by selective

settlements, **37:21** foreign law tort immunity, **37:15**

"John Doe" actions, **37:6**

limitations of actions, 37:19

pleading UM carrier as partydefendant and stating UM contractual claim, 37:1

proving existence of UM coverage, 37:23

UNINSURED MOTORIST UNINSURED MOTORIST COVERAGE—Cont'd COVERAGE—Cont'd Actions against UM carriers—Cont'd Damages—Cont'd proving uninsured status of offendbad faith provision as exclusive procedure and penalty, 38:6 ing motorist, 37:22 bodily injury and death, 38:2 release of underinsured motorist, 37:12 property of insured, 38:3 proration of previous payment of separate action for bad faith, 37:5 liability coverage, 38:9 settlement with joint tort-feasor, 37:17 punitive damages, 38:4 recoverable damages generally, sovereign immunity, **37:15** 38:1 voluntary dismissal with prejudice separate elements of damages, of tortfeasor, 37:13 38:9 withdrawal from trial participation set-off for workers' compensation by UM carrier's counsel, 37:8 benefits, 38:7 workers' compensation as set-off or exclusion for medical exclusive remedy, 37:14 payments benefits, uninsured workers' compensation subrogamotor vehicles, 38:8 tion lien, UM benefits not statutory penalty and attorney fees, subject to, 37:24, 54:7 38:5 Actual physical contact requirement, Declaratory judgment actions, 37:3 37:7 Deductible amounts, 29:5 Appellate practice and procedure, Default of uninsured motorist, 37:9 37:18 Defense election by uninsured motor-Arbitration, 29:10 ist carrier, 37:2 Bad faith provision as exclusive pro-Definition of motor vehicles under cedure and penalty, 38:6 uninsured motorist statute Bankruptcy of uninsured motorist, absence of statutory definition of 29:9 motor vehicle, 33:1 Carrying persons or property for fee case law definition of motor vehiexclusion, 30:9 cle, 33:2 Collateral attack upon judgment Definition of uninsured motor against uninsured motorist, vehicles 37:10 generally, 32:1 to 32:9 Combination of sublimits and exclusions and conditions, liability restricted interests, 29:4 coverage, 32:9 Conditions precedent government owned vehicles, 32:8 policy conditions precedent, below insolvency of liability insurer, 32:5 statutory conditions precedent, iurisdiction, 36:8 below legally denied coverage, 32:4 Confession of judgment by uninsured no bond or security in lieu of motorist, **37:11** liability insurance, 32:6 Conflict of laws, 37:20 no liability insurance, 32:2 Contribution from uninsured motor statutory definition, overview, 32:1 carrier, **37:16** underinsured motor vehicle and Corporations, 30:6 Thurman v. State Farm, 32:3 Damages unknown owner or operator, 32:7 generally, 38:1 to 38:9 venue. 36:9

UNINSURED MOTORIST	UNINSURED MOTORIST
COVERAGE—Cont'd	COVERAGE—Cont'd
Demand for payment and bad faith, 37:4	Optional coverage, 29:7 Personal representatives, 30:3
Exhausting UM limits by selective	Policy conditions precedent
settlements, 37:21	hit-and-run notice provision, 35:1
Exhaustion of available liability	notice of occurrence, 35:2
coverage, 34:4 , 34:5	statement under oath requirement,
Fee exclusion, carrying persons or	35:3
property for, 30:9	sufficiency of excuse, 35:4
Foreign law tort immunity, 37:15	waiver of notice provision, 35:5
Garaged or used in state, motor vehicles not principally, 29:12	Proration of previous payment of liability coverage, 38:9
Government owned vehicles, 32:8	Proving existence of UM coverage,
Hit-and-run notice provision, 35:1	37:23
Insolvency of liability insurer, 32:5	Proving uninsured status of offending
Insured persons	motorist, 37:22
generally, 30:1 to 30:11 carrying persons or property for	Public or livery conveyance exclusion, 30:10
fee exclusion, 30:9	Punitive damages, 38:4
corporation as named insured, 30:6	Reasonable belief permission exclu-
defined, 30:1	sion, 30:8
dual residences, 30:2	Release of underinsured motorist,
injured person not an insured,	37:12
30:11 intentional acts, 30:4	Reporting "John Doe" accidents, 34:2
named driver exclusion, 30:7	Resident relatives, 30:2
personal representatives, 30:3	Separate action for bad faith, 37:5
policy definition of insured, 30:5	Service of process
public or livery conveyance exclusion, 30:10	exclusive manner for service, uninsured motor vehicles, 36:1
reasonable belief permission exclu-	how to serve carriers, 36:6
sion, 30:8	known motorists
resident relatives, 30:2	generally, 36:2
Intentional acts, 30:4	whereabouts are unknown, 36:4
"John Doe" accidents, 34:2 , 37:6	unknown motorists, 36:3
Jurisdiction, 36:8 , 58:41	when to serve carriers, 36:5
Legally denied coverage, 32:4 Liability coverage exclusions and	whom to serve when serving carriers, 36:7
conditions, 32:9	Set-off for workers' compensation
Limitations of actions, 37:19	benefits, 38:7
Livery conveyance exclusion, 30:10	Set-off or exclusion for medical pay-
Misrepresentation in application, 29:11	ments benefits, uninsured motor vehicles, 38:8
Named driver exclusion, 30:7	Settlement with joint tort-feasor,
No bond or security in lieu of liability	37:17
insurance, 32:6	Sovereign immunity, 37:15
Notice requirement, 34:1, 34:2	Stacking UM Coverage, this index
Oath requirement, 35:3	Statute, 29:2

UNINSURED MOTORIST

INSURANCE BENEFITS

Reimbursement and subrogation

under ERISA, 53:13

UNINSURED MOTORIST UNINSURED MOTORIST COVERAGE—Cont'd PAYMENTS Statutory conditions precedent Subrogation for UM Payments, this exhaustion of available liability index coverage, 34:4, 34:5 UNKNOWN OWNER OR judgment against uninsured motor-**OPERATOR** ist, **34:3** Uninsured motor vehicles, 32:7 legal liability of uninsured motorist, **34:6** UNLICENSED DRIVER notice requirements, 34:1 **EXCLUSION** reporting "John Doe" accidents, Damage to insured motor vehicle, 34:2 coverage for, 25:6 Statutory coverage requirements, Exclusions from coverage, 14:13 29:3 Subrogation and Right of Reimburse-UNLIQUIDATED DAMAGES ment, this index INTEREST ACT Territorial limitations on UM cover-Generally, **56:1 to 56:17** age, 29:13 Amendment of judgment to include Underinsured motor vehicle and prejudgment interest, 56:16 Thurman v. State Farm, 32:3 Attorney of tort-feasor, demand Unknown owner or operator, 32:7 directed to, 56:7 Venue, 36:9 Georgia Tort Claims Act, damages What is insured under, 56:17 generally, 31:1 to 31:7 Insurer of tort-feasor, demand getting into or out of insured vehidirected to, 56:6 cle, 31:5 Multiple claims, demand covering, involvement of insured vehicle, 56:4 31:6 Multiple defendants, demand directed operators of uninsured vehicles, to. **56:5** 31:3 Notice of demand, 56:2 ownership, maintenance or use of Post-judgment interest, 56:15 uninsured motor vehicle, 31:2 Post-verdict setoff, 56:14 statutory provisions, 31:1 Punitive damages not counted in temporary substitute vehicle, 31:7 assessing judgment amount, use of insured motor vehicle, 31:4 56:13 Withdrawal from trial participation Rate of interest, 56:10 by UM carrier's counsel, 37:8 Withdrawal of answer and entry of Time appearance, 58:42 demand, timeliness, 56:3 Workers' compensation as exclusive tolling the accrual of prejudgment remedy, **37:14** interest, **56:12** Workers' compensation subrogation when prejudgment interest begins lien, UM benefits not subject to, to run, **56:11** 37:24, 54:7 Tolling the accrual of prejudgment Written rejection of coverage, 29:6 interest, **56:12**

Trial court, not jury, to award inter-

Unrepresented party, demand

directed to. 56:8

est, 56:9

U-TURN

Jury charges, 59:117

VENUE

Declaratory judgments, **9:10**Insurer, actions against, **7:4**Motor carriers and insurers of motor carriers, actions against, **46:8**Nonresident Motorist Act, **57:3**Uninsured motor vehicles, **36:9**

VERDICT

Quotient verdict, jury charges, **59:91** Unliquidated Damages Interest Act, post-verdict setoff, **56:14**

VICARIOUS RESPONSIBILITY

Generally, 12:7

Statutory employment—doctrine of strict vicarious liability, **59:103**

VIDEO REENACTMENTS

Admissibility of evidence and proof at trial, **51:9**

VOID AB INITIO

Notice of cancellation to insured not required contract of insurance failure of consideration, **5:6**

VOIR DIRE

Jurors, 10:6, 51:33

VOLUNTARY PAYMENT DOCTRINE

Statutory rule barring recovery of voluntary payments, **7A:1**

WAIVER

Creation of insurance contract, 1:4

Defenses, insurer's waiver of coverage defenses, 16:2

Limit of damages recoverable sovereign immunity against local government for use of motor vehicle, 57B:3

Notice provision, policy conditions precedent, uninsured motor vehicles, 35:5

WAIVER—Cont'd

Required ante litem notice of claims against Georgia municipality arising out of use of motor vehicle, **57B:6**

Requirement of ante litem notice of claims against Georgia county arising out of use of motor vehicle, 57B:7

Service of summons, form, **58:3**, **58:4**

Sovereign immunity, **56A:13**, **57B:1 to 57B:7**

Subrogation for UM payments, waiver of UM subrogation in exchange for tortfeasor's agreement to cooperate in defense, 40:13

WINDSTORMS

Comprehensive coverage, 26:5

WITNESSES AND TESTIMONY

Expert witness' exclusion for failure to be timely identified, 51:35
Financial interest, admissibility of evidence and proof at trial, 51:30

Interest in outcome of case, **59:118**Intoxication, witness' opinion, **59:52**Jury Charge, this index
Relation to parties, **51:30**, **59:119**Self-contradictory testimony by party, jury charges, **59:98**

WORKERS' COMPENSATION

Benefits, set-off, damages, uninsured motor vehicles, **38:7**

Defenses to liability of owners and operators, **48:14**

Exclusive remedy

generally, 14:5

actions against UM carriers, **37:14** defenses to liability of owners and operators, **48:14**

jury charges, 59:120

Jury charges, 59:120

Subrogation. Workers' Compensation Subrogation, this index

INDEX

WORKERS' COMPENSATION SUBROGATION

Generally, **54:1** to **54:11**Accrual of subrogation lien, **54:4**Apportionment of fault to nonparty employer, **54:11**Attorney fees, apportionment, **54:6**Conflict of laws, **54:10**Effect of settlement on lien, **54:5**Fully and completely compensated, **54:3**Immunity from tort liability, **54:8**

Limitations of actions, **54:9**

WORKERS' COMPENSATION SUBROGATION—Cont'd

Overview, **54:1**Right of employer or insurer to intervene in tort action, **54:2**UM benefits not subject to lien, **37:24**, **54:7**

WRITING REQUIREMENTS

Settlement, this index Uninsured motorist coverage, rejection of coverage, **29:6**

YIELD SIGNS

Uniform rules of the road, 50:11