

Introduction

This is the 32nd Edition of the **DICTIONARY**, originally published in 1994. From 1994 the **DICTIONARY** has grown from a one-volume text of 400 pages to four volumes and over 7800 pages.

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

*Uniqueness of the **DICTIONARY** format*

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

Importance of a text defining insurance words and phrases

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

*Using the **DICTIONARY***

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

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

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

Cross-reference within a definition

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

Cross-reference following undefined term

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

Treatise statistics

Within this 2026 Edition, the 4-volume text has 2050 separate subject matters. Within the separate 2050 subject matters the text cites over 3800 state and federal judicial opinions and over 2900 state and federal statutes and court rules.

This 32nd Edition includes:

1. references to 8 new Supreme Court opinions,
2. reference to and discussions of 50 new Court of Appeal opinions decided after February 20, 2025,
3. references to 19 new words.

SUPREME COURT DECISIONS

Between February 20, 2025 and February 15, 2026 the Supreme Court rendered 8 decisions relevant to the subject matter of this treatise.

Epicent Rx v. Superior Court (2025) 18 Cal. 5th 58

This opinion deals with the forum selection clause in a contract. *Epicent Rx*, supra, held that the fact that the law of the forum state is more favorable to the plaintiff than that of the alternative jurisdiction – including the availability of a jury trial – should not be accorded any weight in the traditional forum non-convenience balance of interests, as long as some remedy is affordable in the alternative jurisdiction. [18 Cal. 5th 58, 73]

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Escamilla v. Vannucci (2025) 17 Cal. 5th 571

Escamilla concerned malicious prosecution and disapproved of several court of appeal cases that held CCP § 340.6 one-year statute of limitations applies to malicious prosecution claims against attorneys. *Escamilla*, supra, held that malicious prosecution claims in general fall within CCP § 335.1 (three-year statute of limitations), except for claims of wrongful acts or omissions arising from the performance of professional services by attorneys towards clients as held in *Lee v. Hanley* (2015) 61 Cal. 4th 1225, 1227-1228.

Ford Motor Warranty Cases (2025) 17 Cal. 5th 1122

This opinion held that Ford Motor Company could not enforce an arbitration provision in contracts between their dealers and customers of their dealers. See § **A86 ARBITRATION** [§ **A86:1.3.09**].

Gutierrez v. Tostado (2025) 18 Cal. 5th 222

Gutierrez, supra, dealt with **MICRA, MEDICAL INJURY COMPENSATION REFORM ACT (CCP § 340.5)**. See § **M29.05 MEDICAL INJURY COMPENSATION REFORM ACT (CCP § 340.5)**.

Hohenshelt v. Superior Court (2025) 18 Cal. 5th 310

This opinion involved arbitration and held: Where the employer fails to pay required fees through inadvertence or excusable delay, the employer may nonetheless move to compel arbitration and stay court proceedings after being sued by the employee. See § **A86 ARBITRATION** [§ **A86:1.4.01 Preemption; meaning and scope; employer's duty to pay arbitration fees**]

Holland v. Silverscreen (2025) 18 Cal. 5th 364

This opinion also dealt with **MEDICAL INJURY COMPENSATION REFORM ACT**, and held that **MICRA** provisions, specifically define “professional negligence” to include negligent acts or omissions that cause a personal injury or wrongful death. Holland held that a parent’s wrongful death claim was not necessarily a claim for “professional negligence” within a **MICRA**.

Madrigal v. Hyundai (2025) 17 Cal. 5th 592

This opinion dealt with CCP § 998 and held that the provisions of CCP § 998 may apply to a settlement that occurs after the time period of an earlier settlement offer was made. *Madrigal* held that there is no requirement in CCP § 998 that the case be resolved by trial in order to penalize a non-accepting offeree from continuing the case after a superior offer was properly made. See § **C123 COSTS AFTER JUDGMENT** [§ **C123:2.1 CCP § 998; required features under CCP § 998**]

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

Ramirez dealt with the subject of unconscionability. See discussion § **U6 UNCONSCIONABILITY** [§ **U6:2.1 Substantive unconscionability**].

NEW WORDS AND PHRASES ADDED TO THE 2026 EDITION

There are 19 new words/phrases added to the 32nd Edition. These new words and phrases

AI GENERATED BRIEFS [§ **A52.01**]

ARTIFICIAL INTELLIGENCE [§ **A93.01**]

ATTORNEY, ADVICE OF [§ **A106.01**]

ATTORNEY CIVILITY [§ **A106.03**]

ATTORNEY, INABILITY TO ACT, SUSPENSION, DEATH OF [§ **A106.04**]

CIVIL ACTION [§ **C27.03**]

COUNSEL, ADVICE OF [§ **C125**]

GOOD FAITH RELIANCE [§ **G13.02**]

IMPOSTER [§ **I6.03**]

INJUNCTION [ARBITRATION; CLAIM FOR] [§ **I32.01**]

LIABILITY CONTRACT [§ **L28.01**]

MANSLAUGHTER [§ **M14.02**]

MEDICAL INJURY COMPENSATION REFORM ACT (CCP § 340.5 [§ **M29.05**]

MICRA [§ **M34.01**]

MOTION (REMEDY IN A COURT PROCEEDING) [§ **M50.03**]

PRODUCTS, COMPLETED OPERATIONS [§ **P93.01**]

PRODUCT-COMPLETED OPERATIONS HAZARD INSURANCE COVERAGE [§ **94.01**]

TWO OR MORE CAUSES OF AN “OCCURRENCE” [§ **T55.01**]

VALUE [§ **V2.01**]

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