|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Requested by Plaintiffs |  | Requested by Defendant |  | Requested by Cross-Complainants |  |
| Given as Requested |  | Given as Modified |  | Given on Court’s Motion |  |
| Refused  Withdrawn |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Judge | | | |
|  |

105 Insurance

You must not consider whether any of the parties in this case has insurance. The presence or absence of insurance is totally irrelevant. You must decide this case based only on the law and the evidence.

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| *New September 2003; Revised May 2019, November 2019* |

**Directions for Use**

If this instruction is given, the advisory committee recommends that it be read to the jury before reading instructions on the substantive law.

By statute, evidence of a defendant’s insurance coverage is inadmissible to prove liability. ([Evid. Code, § 1155](http://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000207&cite=CAEVS1155&originatingDoc=I904b23b8f98d11db97c9c9e44fb98cc8&refType=LQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Default)).) If evidence of insurance has been admitted for some other reason, (1) this instruction may need to be modified to clarify that insurance may not be considered for purposes of determining liability; and (2) a limiting instruction should be given advising the jury to consider the evidence only for the purpose for which it was admitted.