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## Proposition 213: Failure to Carry Out Auto Insurance

So, you were classified by the “other” insurance company (the one at fault) to be a Prop 213 claimant. This sheet shall help you understand what it means.

### CALIFORNIA HISTORY ON PROP 213:

On November 6, 1996, the people of the State of California passed Proposition 213. The provisions of Proposition 213 are embodied in the *Civil Code* Sections 3333.3 and 3333.4. *Civil Code* Section 3333.3 prohibits a person from recovering any damages if the injured person's injuries were in any way proximately caused by the injured person's committing of any felony or immediate flight there from and that person is convicted of that felony. *Civil Code* Section 3333.4 restricts owners and operators of motor vehicles ***injured in a motor vehicle accident from recovering non-economic losses for compensation for pain, suffering, inconvenience, physical impairment, disfigurement, and other non-pecuniary damages if the injured person was not insured at the time of the accident as required by the Financial Responsibility Laws of the State of California, or if the injured person was driving under the influence and was convicted of that offense.*** Such a person, however, although uninsured, may recover such damages if at the time of the accident that person was injured by another who was convicted of driving under the influence.

### THE LAW AND HOW IT IS APPLIED TO YOU:

Usually, the innocent victim of an automobile accident was entitled to collect money damages from the negligent driver's insurance company. Money damages fall into two (2) separate categories (1) economic damages, which are out of pocket expenses such as medical bills and lost earnings; **and** (2) non-economic damages or compensation for pain, suffering, inconvenience, disfigurement, etc.

Usually, non-economic damages are the biggest part of the settlement or verdict. ***The law states that if the innocent victim did not have automobile liability insurance, then he or she cannot collect non-economic damages.*** The only exception is when the negligent driver is convicted of drunk driving. This subjects the victim to the harsh and unfair results required by Proposition 213. If you did not have insurance on the vehicle, you are entitled to recover **only economic damages**. You can't recover non-economic damages such as pain and suffering. If you are a passenger in a vehicle that is not covered by insurance, you are entitled to economic and non-economic damages.

<b>Prop 213 (No Insurance)</b>	<b>Insured Claimant</b>
A person does not have valid liability insurance coverage the day of the incident and is fault free.	A person has valid liability insurance the day of the incident and is covered and is fault free.
Effect: <ol style="list-style-type: none"> <li>1. Gets Property Damage Reimbursed / Paid</li> <li>2. Gets Medical Bills Paid &amp; Lost of Earnings               <ul style="list-style-type: none"> <li>• Strict showing of actual bills and losses.</li> </ul> </li> </ol>	Effect: <ol style="list-style-type: none"> <li>1. Gets Property Damage Reimbursed / Paid</li> <li>2. Gets Medical Bills Paid &amp; Lost of Earnings</li> <li>3. Gets Pain &amp; Suffering: compensation for pain, suffering, inconvenience, disfigurement</li> </ol>