SUPREME COURT OF COLORADO

Allstate Insurance v. Miller

152 Colo. 249 (1963) · Decided May 6, 1963

SUMMARY

The Colorado Supreme Court affirmed a jury verdict for the insured in a dispute over medical payments coverage under an auto insurance policy. The court held that the trial court properly excluded divorce-related documents offered for impeachment because they were irrelevant to the issues defined in the pre-trial order. The evidence was sufficient to support the jury's finding that the insured's injuries resulted from the automobile accident.

CASE DETAILS

COURT	Supreme Court of Colorado
WRITING FOR THE COURT	Hall
JURISDICTION	Colorado
DECIDED	May 6, 1963
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal by writ of error from a judgment entered on a jury verdict for plaintiffs in an action to recover medical payments under an insurance policy.
STANDARD OF REVIEW	Not expressly stated; the court evaluated whether the evidence was sufficient to go to the jury and whether the excluded evidence was relevant.
PRECEDENTIAL VALUE	Published
PARTIES	Allstate Insurance v. Floyd Miller and Opal Miller

TOPICS

insurance coverage · evidence · civil procedure · personal injury

PRACTICE AREAS

Insurance · Civil Procedure · Evidence

QUESTIONS PRESENTED

1. Whether the trial court erred in refusing to admit divorce-related documents offered for impeachment.
2. Whether the evidence was sufficient to submit to the jury the question of whether Opal sustained bodily injuries in the automobile accident, and thus whether directed verdict was properly denied.

HOLDINGS

1. The trial court properly excluded the exhibits because they were irrelevant and immaterial to the issues to be tried; a party may not be impeached on collateral or immaterial matters.
2. The trial court properly denied the motion for directed verdict because the evidence, including the doctor's testimony that something happened between June 17 and June 18 and that trauma could aggravate a weak back, was sufficient to support a jury finding that Opal sustained injuries in the accident.

KEY QUOTATIONS

> *"Allstate will pay all reasonable expenses, incurred within one year from the date of accident, for necessary medical, * * * hospital, * * * pharmaceuticals, * * * to or for an insured who sustains bodily injury caused by accident."* (250)

> *"2. Facts at issue are: the occurrence of an accident involving the automobile and plaintiff, Opal Miller, injuries to Opal Miller requiring medical expenditures, and the expenditures."* (251)

> *"Q. Now, Doctor, I have for you this question. Was the condition which you found demonstrated on Sunday night the 18th of June in your professional opinion a logical and routine extension of the condition that you saw on Saturday the previous day? A. No, sir. Q. In your opinion then there was or was not an intervening transaction? A. Something happened between the two dates that I saw her."* (253)

> *"The supposed violent words did not occur on the occasion of the accident, nor were they connected with that transaction, nor had they been given in chief on this trial; they were not, therefore, a part of the res gestae. But were they admissible as impeaching testimony, or for any other purpose? After proper foundation laid, a witness may be impeached by showing that he has made some statement material to the issue different from the testimony he has given; but he cannot be impeached by showing that he has made a contradictory statement concerning some collateral or immaterial matters; and such was the nature of the testimony offered. 1 Greenleaf's Ev. sec. 449."* (255)

FACTUAL BACKGROUND

Allstate issued an auto policy to Floyd Miller providing medical payments coverage. On June 18, 1961, Opal Miller was a passenger in Floyd's car when it collided with another vehicle. She had prior back problems and had been hospitalized until June 17, 1961. After the collision, she was re-hospitalized and incurred $1,038.75 in medical expenses. Allstate denied coverage, claiming the injuries were pre-existing and not caused by the accident. The jury found for the plaintiffs.

PROCEDURAL HISTORY

Plaintiffs Floyd and Opal Miller sued Allstate to recover medical expenses under an auto insurance policy. The trial court entered judgment on a jury verdict for $1,038.75. Allstate's motions for new trial and judgment notwithstanding the verdict were denied, and Allstate appealed.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

None

CASES CITED

- Torris v. The People, 19 Colo. 438, 36 Pac. 153 (Colo. 1894)
- Mitsunaga v. The People, 54 Colo. 102, 129 Pac. 241 (Colo. 1912)
- Gizewski v. People, 78 Colo. 123, 239 Pac. 1026 (Colo. 1926)
- Denver Tramway Co. v. Owens, 20 Colo. 107, 36 Pac. 848 (Colo. 1894)