

3.03 Insurance/Benefits

Whether a party is insured or not insured has no bearing on any issue that you must decide. You must refrain from any inference, speculation, or discussion about insurance.

If you find for the plaintiff, you shall not speculate about or consider any possible sources of benefits the plaintiff may have received or might receive. After you have returned your verdict, the court will make whatever adjustments are necessary in this regard.

Instruction, Notes and Comment revised October 2007.

Notes on Use

The Committee believes that this instruction should be given in all cases where insurance could play a role in the decision of the jury. With the wide prevalence of liability insurance, medical insurance or government benefits such as Medicaid or Medicare, many jurors question the role of insurance in contested accident, medical negligence or other cases. This phenomenon has been demonstrated by the Arizona Jury Project, and is well-known to judges and practitioners on an anecdotal basis. *See* Diamond et al., “Jury Ruminations on Forbidden Topics,” 87 Va. L. Rev. 1857 (2001).

The failure to give the former 30.22 was held to be reversible error in *Baraniak v. Kurby*, 371 Ill.App.3d 310 (1st Dist. 2007).

Comment

This instruction combines the former 3.03 and 30.22. In a case where there is no mention of insurance throughout the trial, the giving of 3.03 was held not to be an abuse of discretion as the instruction accurately reflects Illinois law. *See Auten v. Franklin*, 404 Ill.App.3d 1130, 942 N.E.2d 500, 347 Ill.Dec. 297 (4th Dist. 2010).

Comment revised December 2011.