IDAHO

I. 2016 ALFA Transportation Compendium – Idaho

1. Minimum liability limits.

   The minimum liability limits in Idaho are $25,000 for bodily injury/death to any one person in any one accident; $50,000 for bodily injury/death to two or more persons in any one accident; and, $15,000 for property damage in any one accident. I.C. § 49-117(18).

2. Negligence laws (Is Idaho a pure contributory negligence state; what type of comparative fault is applicable, etc.?).

   Idaho is a modified comparative negligence state. If a plaintiff’s negligence is found to be equal to or greater than the defendant’s negligence, then plaintiff cannot recover. If a plaintiff’s negligence is found to be less than the defendant’s negligence, then plaintiff’s recovery is diminished by the percentage of plaintiff’s negligence. I.C. § 6-801. Idaho compares plaintiff’s recovery to each defendant individually. Additionally, because Idaho has eliminated joint and several liability, as a result, no individual defendant can be liable for more than its comparative share of all parties’ fault (i.e., plaintiff and all defendants).


   Idaho’s statute of limitations for bodily injury is two years. I.C. § 5-219.

4. Property Damage Statute of Limitations.

   Idaho’s statute of limitations for the taking, detaining, or injuring of personal property is three years. I.C. § 5-218. Idaho’s statute of limitations for an action for trespass upon real property is three years. Id.

5. Are punitive damages insurable in Idaho?


6. Is there an intra-family immunity defense?

   Idaho does not recognize a general intra-family immunity defense. Farmers Ins. Group v. Reed, 109 Idaho 849, 850-51, 712 P.2d 550, 551-52 (1985) (“Contrary to a widespread assumption, the general doctrine of intrafamily immunity has never been incorporated into Idaho common law. Intrafamily immunity was accepted and applied in [Pedigo v. Rowley, 101 Idaho 201, 610 P.2d 560 (1980)] only in the explicitly narrow area of negligent parental supervision.”) (emphasis in original). Nevertheless, and in addition to “declin[ing] to preclude intrafamily automobile negligence actions by judicially broadening the family immunity doctrine in Idaho,” the Farmers Ins. Group court held that intrafamily actions in automobile negligence may be maintained only up to the limits of the automobile liability insurance policy. Farmers Ins.
7. **Is there a bodily injury damage threshold? If so, what is it?**

There is no threshold for bodily injury damage in Idaho.

8. **What are the quick rules on Subrogation MP/PIP?**

In the event of a payment to an insured, the insurer making such payment is entitled to the proceeds of any recovery of such insured against any person or entity legally responsible for the bodily injury for which payment was made by the insurer. I.C. § 41-2505.

9. **Are there no fault laws in Idaho?**

No. Idaho is an “at fault” state.

10. **Is the customer’s insurance primary?**

Whether the customer’s insurance is primary is dependent on the language of a particular insurance contract.

11. **Is there a seat belt defense?**

Idaho courts have specifically rejected the seat belt defense. *Quick v. Crane*, 111 Idaho 759, 780-81, 727 P.2d 1187, 1208-09 (1986).

12. **Is there a last clear chance defense?**


13. **Is there an assumption of risk defense?**

Idaho courts have held that the assumption of the risk defense is no longer available as an absolute bar to recover as a result of Idaho’s adoption of comparative negligence, unless a party expressly – either orally or in writing – assumes the risk involved. *Roundtree v. Boise Baseball, LLC*, 154 Idaho 167, 296 P.3d 373 (2013) (citing *Salinas v. Vierstra*, 107 Idaho 984, 989, 695 P.2d 369, 374 (1985)).

14. **Is there a UM requirement?**

Idaho does not require uninsured or underinsured motorist coverage; however, insurers are required to offer uninsured and underinsured motorist coverage to a proposed insured at the time of purchase of liability insurance. I.C. § 41-2502. Thereafter, the insured has the right to reject, in writing, the uninsured or underinsured motorist coverage. *Id.*
15. Is there a physical contact requirement?

Idaho statutory and case law do not contain a physical contact requirement. However, Idaho courts have upheld physical contact requirements in hit and run provisions contained in uninsured motorist policies on the grounds that such was a matter of contract between the insurer and the insured. See Stamper v. Allstate Ins. Co., 115 Idaho 237, 766 P.2d 707 (1988) (citing Hammon v. Farmers Ins. Co. of Idaho, 109 Idaho 286, 707 P.2d 397 (1985)).

16. Is there a mandatory ADR requirement?

Idaho does not have a mandatory ADR requirement. Nevertheless, Idaho courts have the authority to order a case to mediation sua sponte or upon motion by a party; further, a majority of civil cases result in an Order requiring some form of ADR. I.R.C.P. 16(k)(4).

17. Are agreements reached at a mediation enforceable?

Idaho courts interpret agreements reached at mediation as a matter of contract law; therefore, such agreements are enforceable so long as the requirements for a valid contract are present and there are no applicable contractual defenses. See Vanderford Co. v. Knudson, 150 Idaho 664, 249 P.3d 857 (2011); Goodman v. Lothrop, 143 Idaho 622, 151 P.3d 818 (2007).

18. What is the standard of review for a new trial?

A trial court has wide discretion to grant or deny a request for a new trial, and an appellate court will not overturn a trial court’s decision absent a showing of a manifest abuse of discretion. Although an appellate court will review the evidence, the focus will be on the process used by the trial court and not upon the result of that decision. As such, the appellate court does not weigh the evidence. Rather, the inquiry is: (1) whether the trial court correctly perceived the issue as one of discretion; (2) whether the trial court acted within the outer boundaries of its discretion and consistently with the legal standards applicable to the specific available choices; and, (3) whether the trial judge reached its decision by an exercise of reason. Berry v. McFarland, 153 Idaho 5, 278 P.3d 407 (2012) (citing Hudelson v. Delta International Machinery Corp., 142 Idaho 244, 127 P.3d 147 (2005)); see also I.R.C.P. 59(a) (setting forth the grounds for granting a new trial).

19. Is pre-judgment interest collectable? If so, at what rate?

Pre-judgment interest may be awarded in Idaho as a matter of law from the date the sum became due in cases where the amount claimed, even though not liquidated, is capable of mathematical computation. Greenough v. Farm Bureau Mut. Ins. Co. of Idaho, 142 Idaho 589, 130 P.3d 1127 (2006). When there is no express contract fixing a different rate of interest, the legal rate of interest is twelve percent per annum. I.C. § 28-22-104.

20. Is post-judgment interest collectible? If so, at what rate?

Post-judgment interest may be collected on money due on the judgment of any competent court or tribunal at a rate of five percent (5%) plus the base rate in effect at the time of an entry
of judgment – also known as the “judgment rate.” The judgment rate is determined each year by the Idaho State Treasurer on July 1. I.C. § 28-22-104. The current “judgment rate” is 5.375%.

21. Is there a workers compensation exclusive remedy defense?

Yes. An injured employee, including his or her spouse, dependents, heirs, legal representatives, and assigns, are precluded from suing an employer under Idaho’s worker’s compensation laws. I.C. § 72-209. However, an injured party (and/or his or her employer) is permitted to seek recovery from third-parties, which do not fall under the umbrella of an employer’s immunity, that are legally liable even if the injured party is entitled to worker’s compensation. I.C. § 72-223. If an injured party seeks and obtains recovery from a liable third-party, the employer is subrogated to the rights of the employee to the extent of the employer’s worker’s compensation liability. Id.

22. Is the doctrine of joint and several liability applicable?

In general, the doctrine of joint and several liability in Idaho is limited to two scenarios: (1) when tortfeasors act in concert, which means that the tortfeasors were pursuing a common plan or design that results in the commission of an intentional or reckless act; and, (2) when a tortfeasor was acting as an agent or servant of another party. I.C. § 6-803(5).

23. Is there a self-critical analysis privilege?

Idaho courts have yet to specifically adopt or refuse to adopt the self-critical analysis privilege.

24. Is accident reconstruction data admissible?

Subject to Idaho Rules of Evidence 701 et seq., accident reconstruction data is admissible in Idaho.

25. What is the rule on admissibility of medicals paid/reduced vs. total bills submitted?

Idaho courts have permitted the testimony of a patient, physician, or health care provider as to the amounts charged or paid for medical services as evidence of the reasonable value of the medical services. See Van Brunt v. Stoddard, 136 Idaho 681, 39 P.3d 621 (2001); but see Zimmerman v. Brinton, Case No. CV-99-04569, 2002 WL 32098104, at *5, n. 5 (Idaho June 21, 2002) (“Evidence of payment of medical bills is not admissible as evidence of liability.”) (citing I.R.E. 409). So long as the proper foundation is laid, Idaho courts will likely admit both the total bills submitted and/or the paid/reduced medical bills.

26. What is Idaho’s rule on offers of judgment?

Rule 68 of the Idaho Rules of Civil Procedure governs offers of judgments. An offer of judgment may be made (1) before trial, or (2) after a finding of liability, but before the amount or extent of liability has yet to be determined. An offer of judgment includes all claims recoverable, including attorney’s fees and costs awardable under Rule 54 that have accrued up to
the date of the offer of judgment. A party has fourteen (14) days after service of the offer to accept or the offer is automatically withdrawn. Rule 68(b)(c) sets for the manner in which attorney’s fees and costs are shifted between the parties depending on whether the offer of judgment was accepted or not. I.R.C.P. 68.

27. What is Idaho’s rule on spoliation of evidence?

Idaho’s spoliation of evidence rule recognizes that it is unlikely that a party will destroy favorable evidence. However, if a party, who has a duty to preserve evidence, intentionally destroys it, then an inference arises that the destroyed evidence was unfavorable to that party. Conversely, the mere negligent loss or destruction of evidence is not sufficient to invoke Idaho’s spoliation rule; meaning, the circumstances of the loss or destruction must manifest bad faith. Finally, Idaho’s spoliation rule is a form of admission by conduct; whether conduct constitutes an admission depends upon the party’s knowledge. Courtney v. Big O Tires, Inc., 139 Idaho 821, 87 P.3d 930 (2003).

28. Are there damages caps in place?

Damages caps have been placed on non-economic and punitive damages in Idaho. Non-economic damages are limited to $250,000; however, this cap is increased or decreased in accordance with the percentage amount increased or decreased by which the Idaho Industrial Commission adjusts the annual average wage. I.C. § 6-1603. The non-economic damages cap, which resets every year, is $326,850.09 as of July 1, 2015. Punitive damages are limited to the greater of $250,000, or an amount which is three (3) times the compensatory damages awarded. If the case is tried to a jury, the jury is not informed of the punitive damages cap. I.C. § 6-1604.

29. Is CSA 2010 data admissible?

Idaho courts have yet to address the admissibility of CSA 2010 data, but it is likely to be admissible with adequate foundation.

30. Briefly, does the jurisdiction have any unique rules on electronic discovery?

Idaho does not appear to have any unique rules regarding electronic discovery. Notably, however, I.R.C.P. 34(b)(2) contains a discretionary cost-shifting provision requiring the requesting party to pay the reasonable expenses of the responding party in having to take extraordinary steps to retrieve and produce information, which could include electronically-stored information.

31. Is the sudden emergency doctrine recognized in Idaho?


32. Are there any rules prohibiting or limiting the use of the reptile theory at trial?
There are no rules in Idaho either prohibiting or limiting the use of the reptile theory at trial.

33. **What are the jurisdictional limits of the jurisdiction’s civil courts - i.e., Small Claims, District Court, Superior Court?**

Idaho’s court structure is as follows: Small Claims Departments, Magistrate Divisions, District Courts, Court of Appeals, and the Supreme Court. The jurisdictional limits in Small Claims Departments and in Magistrate Divisions are $4,000.00 and $10,000.00, respectively.

34. **Are state judges elected or appointed?**

Idaho Supreme Court Justices hold 6 year terms after non-partisan, at-large statewide elections. Idaho Court of Appeals Judges hold 6 year terms after non-partisan, at-large statewide elections. District Court Judges, who would preside over most cases, hold 4 year terms after non-partisan elections within the judicial district. Magistrate Division Judges hold an initial 18 month term upon appointment by the district magistrate commission, and subsequently hold 4 year terms by county retention elections.

In the event of a vacancy in a judicial position of the Supreme Court, Court of Appeals, or District Court, by retirement or otherwise, the Idaho Judicial Council solicits applications for the position. A survey is then circulated to members of the Idaho State Bar, with notice to the general public, inviting comment on the applicants. The Idaho Judicial Council interviews candidates, and submits to the governor 2-4 qualified candidates. The governor then appoints a justice/judge for the remainder of the elected term.