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PRE-SUIT DISCLOSURE OF LIABILITY POLICY LIMITS IN THIRD-PARTY CLAIMS

Whether or not a third-party liability insurer has a duty to reveal its liability policy limits to a third-party claimant even before a lawsuit is filed is a highly controversial and widely misunderstood issue in the field of insurance law. One approach—supported by the trial lawyers—presupposes that knowledge of the defendant's insurance policy limits will facilitate settlement and avoid needless litigation which may expose the defendant to additional exposure unnecessarily. The opposing view—espoused by defense lawyers and many within the insurance industry—maintains that knowledge of the limits of a liability carrier's insurance policy is irrelevant, immaterial and not germane to the ultimate liability issues of the claim. With more and more states beginning to weigh in on the issue, whether or not a plaintiff's attorney (or a subrogated insurance company) can compel a tortfeasor/defendant's liability carrier to disclose the limits of their applicable liability policy has become necessary information in many pre-suit claims. This issue is separate and apart from the issue of whether a plaintiff is able to employ the tools of discovery available under the rules of civil procedure of the state and federal courts *after* suit is filed, (1) at a deposition hearing, (2) by written interrogatories or (3) by order of court to produce the liability policy for examination at a pre-trial conference. The following chart concerns itself only with the duty to reveal liability policy limits in third-party cases in which suit has not yet been filed.

"Information is power" and it is well understood why a liability carrier might resist divulging this information. It is an axiom of claim physics that a demand will expand to fit the applicable policy limits. On the other hand, a failure to divulge the policy limits could lead to a verdict in excess of policy limits, potentially exposing the defendant to liability beyond policy limits. As the argument goes, revealing the liability limits could have avoided this liability beyond the applicable limits of available insurance. In many states, an insurer's failure to reveal policy limits at the pre-litigation stage can serve as a basis for third-party bad faith claims. Furthermore, because a failure to disclose policy limits could be instrumental in resolving a conflict of interest favoring the insurance company's economic interests over those of its policyholders, a liability carrier that refuses to reveal limits could be exposing itself to bad faith claims from its own insureds.

The duty to reveal policy limits encompasses two separate legal issues: (1) whether there is a statute, regulation, or case decision which compels a liability carrier to reveal policy limits when requested to do so; and (2) whether a failure to reveal policy limits when asked can serve as the basis for a subsequent bad faith case should there be a verdict in excess of policy limits. In some cases, a statute literally prohibits the revelation of policy limits at the pre-suit stage. For example, in **California**, the terms of an insurance policy are confidential and proprietary between the insurer and insured. *Griffith v. State Farm Mut. Auto Ins. Co.*, 230 Cal.App.3d 59 Cal.Rptr. 165 (1991) (information about policy limits is "personal information" between the insurer and insured under the California Insurance Information and Privacy Protection Act).

Whether or not to reveal an insurer's liability policy limits is a sensitive issue because it lays bare a point within the claims process where the interests of the insurer (favors the insurer not to reveal policy limits) diverge with those of the insured (revelation aids settlement and may prevent litigation). A demand for policy limits is routinely alleged to be necessary in order to properly evaluate and settle a case. If the settlement demand is within policy limits, the demand is rejected, and the

insured experiences a judgment in excess of policy limits for which the insurance company refuses to indemnify it, a bad faith claim is not far behind. In third-party claims, information regarding the amount of money available to compensate the third-party claimant is often guarded as a highly classified matter of national security. But they could do so at their own peril. In some states, such as **Florida**, the lack of a formal offer to settle does not preclude a finding of bad faith. *Powell v. Prudential Property & Cas. Ins. Co*., 584 So.2d 12 (Fla. App. 1991). Although an offer of settlement was once considered a necessary element of a duty to settle in Florida (31 Fla.Jur.2d *Insurance* § 818, at 295 (1981)), it has grown to be only one factor to be considered in a bad faith claim. Bad faith liability may be predicated on a refusal to disclose policy limits. 14 *Couch on Insurance 2d* § 51:11, at 398 (Rev. ed. 1982). The argument is that refusal to inform a claimant of the policy limits deprives the claimant of a basis for evaluating the case, thus hindering settlement. *Cernocky v. Indemnity Ins. Co.,* 69 Ill.App.2d 196, 216 N.E.2d 198 (1966). Therefore, in **Illinois**, a refusal to disclose policy limits may constitute a basis for a bad faith claim.

For more information regarding the duty of an insurer to reveal policy limits, contact Gary Wickert at gwickert@mwl-law.com.

STATE	DUTY TO DISCLOSE	FAILURE TO DISCLOSE A BASIS FOR BAD FAITH	COMMENTS
ALABAMA	No.	Alabama law recognizes bad faith actions and actions based on negligence when the insurer wrongfully fails to settle a claim against its insured. *Waters v. Am. Cas. Co. of Reading, Pa.*, 73 So. 2d 524, 529-30 (Ala. 1954). Thus, if an insurance carrier is given the opportunity to settle within policy limits, Alabama law imposes a duty of *ordinary care* on the insurer to investigate the matter and see if the settlement is feasible. *Id.* Alabama courts have held that the decision not to settle must be honest, intelligent, and objective. *State Farm Mut. Auto. Ins. Co. v. Hollis*, 554 So.2d 387, 390 (Ala. 1989).	Alabama law does not require disclosure of limits of coverage prior to the filing of a civil action. Ala. R. Civ. P. 26(b)(3). However, Alabama law does allow discovery of the contents of any insurance agreement by which an insurer *"may be liable to satisfy part or all of a judgment that may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment."* Limits of liability insurance policies are discoverable in personal injury actions under rule permitting discovery of the existence and contents of liability policy limits. *Ex parte Badham*, 730 So.2d 135 (Ala.1999).
ALASKA	No.	Alaska recognizes a common law bad faith cause of action. Alaska courts have held that there is a fiduciary duty inherent in every insurance contract which gives rise to an implied covenant of good faith and fair dealing. *O.K. Lumber Co. Inc. v. Providence Wash. Ins. Co*., 759 P.2d 523 (Alaska 1988). Thus, an insurer has an obligation to investigate claims and to inform the insured of all settlement offers and the possibility of excess recovery by the injured claimant. *Id.* However, mere negligence in denying coverage is not enough to support a tort claim for bad faith. *Alaska Pac. Assur. Co. v. Collins*, 794 P.2d 936 (Alaska 1990).	

STATE	DUTY TO DISCLOSE	FAILURE TO DISCLOSE A BASIS FOR BAD FAITH	COMMENTS
ARIZONA	No.	In Arizona, some courts have held that the insured may have an affirmative duty to initiate and effectuate settlement in cases where liability is clear, and the injuries are so serious that a judgment in excess of the policy limits is likely. The Arizona Supreme Court held that an insured must give its insured's interests "equal consideration" as its own in a third-party bad faith analysis. *Clearwater v. State Farm Mut. Auto. Ins. Co*., 792 P.2d 719, 722 (Ariz. 1990). The factors to consider are the strength of the injured claimant's case against the insured; failure to properly investigate the evidence against the insured; failure to inform the insured of a compromise offer; and the amount of financial risk borne by each party for failure to settle.	Prior the filing of a lawsuit, insurers do not have to reveal policy limits. There is no statute in Arizona that mandates this. Once a lawsuit is filed then the information regarding the amount of insurance coverage available is discoverable.
ARKANSAS	No.	In Arkansas, courts have held an insurer liable to its insured for any excess judgment of the insured's policy limits if the failure to settle the claim by the insurer is due to fraud, bad faith, or negligence. See *McCall v. Southern Farm Bureau Casualty Ins. Co*., 255 Ark. 401, 501 S.W.2d 223 (1973); see also *Members Mut. Ins. Co. v. Blissett*, 254 Ark. 211, 492 S.W.2d 429 (1973) (Arkansas Supreme Court found insurer negligent for failing to settle within policy limits in).	
CALIFORNIA	No.	When requested, carrier risks bad faith if it doesn't disclose limits in high value cases and/or doesn't ask its insured for permission to reveal the limits. Carrier has interest in not disclosing limits, but this can adversely affect the possibility that an excess claim against a policyholder might be settled within policy limits. *Aguilar v. Gostischef,* 220 Cal.App.4th 475 (2013); *Reid v. Mercury Ins. Co.,* 220 Cal.App.4th 262 (2013) (absence of any pre-litigation settlement demand); *Boicourt v. Amex Assurance Co.,* 78 Cal.App.4th 1390 (2000). California's requirement of obtaining an insured's written consent before disclosing policy limits is found in *California Insurance Code* § 791.13(a). The Insurance Information and Privacy Protection Act (§ 791, *et seq*.) specifically prohibits the release of the policy limits at this stage of the controversy. *Griffith v. State Farm Mut. Auto. Ins. Co.,* 230 Cal.App.3d 59 (1991). A formal settlement offer is *not* an absolute prerequisite to a bad faith action in the wake of an excess verdict when the claimant makes a request for policy limits and the insurer refuses to contact the policyholder about the request. *Reid v. Mercury Ins. Co*., 162 Cal.Rptr.3d 894, 903, 220 Cal.App.4th 262, 274 (Cal. App. 2 Dist. 2013).	Carrier must make a prompt, written inquiry to its California insured in response to a pre-litigation request for policy limits information. It must inquire whether or not to release policy limits information. If the insured provides that written consent, the policy limits information should be disclosed to the third-party claimant. If this is not done, the carrier may be exposed to bad faith liability should there be an outcome at trial in excess of policy limits. This is especially true where the third-party claimant says it needs the limits in order to make a demand within policy limits. The court in *Boicourt* said that having a company rule against pre-complaint disclosure of policy limits without contacting policyholder to see if policyholder wants limits disclosed may give rise to bad faith claim.

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COLORADO	Yes. C.R.S. § 10-3-1117(2).		Effective January 1, 2020, insurers writing commercial or personal auto policies must disclose insurance policies to their insureds and reveal the liability policy limits to third-party claimants. If the request is received from a third-party claimant or his attorney, § 10-3-1117(2)(a) requires the insurer provide within 30 days a statement that includes: (1) The name of the insurer; (2) The name of each insured party, as it appears on the declarations page; (3) The limits of the liability coverage; and (4) A complete copy of the insurance policy, including endorsements. The statement must include the information above for each known policy of the named insured, including excess or umbrella policies, that may be relevant to the claim. The request must be presented to the carrier's registered agent. Penalties for failure to comply with begin to accrue on the thirty-first day following receipt of a written request from the claimant. If the insured is sent a written request for policy information, the insured must disclose "the name and coverage of each known insurer of the insured party." There is a $100 per day penalty in Colorado, plus attorney's fees and costs to enforce the penalty for violations of C.R.S. 10-3-1117.

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CONNECTICUT	Yes. Conn. Gen. Stat. Ann. § 38a-335a.		Conn. Gen. Stat. Ann. § 38a-335a (a) provides as follows: *"Not later than thirty days after an insurer receives a written request by or on behalf of an individual that alleges the individual has suffered bodily injury or death caused in a motor vehicle collision by an insured under a private passenger automobile liability insurance policy issued by the insurer, the insurer shall provide written disclosure of such insured's automobile insurance policy limits to the individual making the request. The written request for disclosure shall be sent by certified mail directed to the insurance adjuster or to the insurance company at its last-known principal place of business."*
DELAWARE	No.	Delaware recognizes a cause of action for bad faith against a first-party insurer. See *Tackett v. State Farm Fire & Cas. Ins. Co*., 653 A.2d 254, 264 (Del. 1995). An insured must show two things to establish a bad faith claim: (1) the insurer denied insurance benefits to the insured; and (2) the denial of insurance benefits was clearly without any reasonable justification. *Id*. at 264. In Delaware, bad faith claims can be based on failure to objectively investigate a claim, process, or pay an insurance claim. *Id*. at 264 and 266. An insurer is entitled to consequential damages. *Id*. at 265.	
DISTRICT OF COLUMBIA	Yes. D.C. Code Ann. § 31-2403.01.		An insurer must disclose their limits if a claimant provides a written demand which includes the following information if available: (1) Date of accident, (2) Name and address of alleged tortfeasor, (3) Copy of accident report, (4) Claim number, (5) Claimant's health bills and loss-wages documentation, and (6) Medical records.

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FLORIDA	Yes. Fla. Stat. § 627.4137.	*Powell v. Prudential P&C Ins. Co.*, 584 So.2d 12 (Fla. 1991).	Section 627.4137 requires auto or CGL carrier who issues a policy in Florida to reveal the following information with regard to each known policy of insurance (including excess or umbrella) within thirty (30) days of a written request: (a) The name of the insurer; (b) The name of each insured; (c) The limits of the liability coverage; (d) A statement of any policy or coverage defense which such insurer reasonably believes is available to such insurer at the time of filing such statement; and (e) A copy of the policy.
GEORGIA	Yes. Ga. Stat. § 33-3-28(a)(1).		Both carriers and insureds must disclose policy information. Within 60 days after written request, carrier must provide *"a statement, under oath, of a corporate officer or the insurer's claims manager stating with regard to each known policy of insurance issued by it, including excess or umbrella insurance, the name of the insurer, the name of each insured, and the limits of coverage."* The insurer may also send a copy of the declarations page of each applicable policy in lieu of providing the requested information. Upon receipt of this request, the insurer must immediately notify the insured, insured driver, and/or any other potential person or entity that could be named in a potential lawsuit.
HAWAII	No.	In Hawaii, a determination of bad faith requires inquiry into the insurer's duty to defend, to settle, and to investigate a third-party claim. *Honbo v. Hawaiian Ins. & Guar. Co., Ltd.,* 949 P.2d 213, 218 (Haw. Ct. App. 1997); *Group Builders, Inc. v. Admiral Ins. Co*., No. 29729, 2013 WL 1579600, at *13 (Haw. Ct. App. Apr. 15, 2013). The insured must prove that the decision not to pay a claim was done in "bad faith" in order to prove liability. Not mere negligence. This is a high burden. See *Best Place, Inc. v. Penn Am. Ins. Co.,* 82 Haw. 120, 132, 920 P.2d 334, 347 (1996), as amended (June 21, 1996); *Miller v. Hartford Life Ins. Co.,* 268 P.3d 418, 431 (Haw. 2011).	

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IDAHO	No.	Courts in Idaho have held that an insurer must exercise good faith in considering offers of compromise of an injured party's claim against the insured for an amount that is within insured's policy limits. *McKinley v. Guaranty National Ins. Co*., 159 P.3d 884, 888 (Idaho 2007); *see also Truck Insurance Exchange v. Bishara*, 916 P.2d 1275, 1280 (Idaho 1996) (holding that insurer must give "equal consideration" to interests of its insured in evaluating offers to settle).	There is no duty to disclose insurance policy limits prior to the filing of a lawsuit. Idaho Rules of Civil Procedure 26(b)(2) states that a *"party may obtain discovery of the existence and contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment."*
ILLINOIS	No.	Being informed of the policy limits in evaluating a case and its aid in achieving settlements is relevant in a bad faith claim. The fact that no offer is made is merely one factor to be considered. *Cernocky v. Indemnity Ins. Co. of North America*, 216 N.E.2d 198 (Ill. App. 1966).	When an auto accident is involved, the liability carrier must disclose the policy limits under a personal private passenger auto policy upon receipt of the following: (a) a certified letter from a claimant or any attorney purporting to represent any claimant which requests such disclosure and (b) a brief description of the nature and extent of the injuries, accompanied by a statement of the amount of medical bills incurred to date and copies of medical records. The disclosure shall be confidential and available only to the claimant, his attorney, and personnel in the office of the attorney entitled to access to the claimant's files. The insurer shall forward the information to the party requesting it by certified mail, return receipt requested, within 30 days of receipt of the request. 215 I.L.C.S. § 5/143.24b
INDIANA	No.		
IOWA	No.	Not explicitly, but possibly: "acts of negligence that show or permit an inference of indifference to or disregard of the interest of the insured" can support a bad faith claim. *Ferris v. Emp'rs Mut. Cas. Co.,* 255 Iowa 511, 516, 122 N.W.2d 263, 266 (1963); see also *Henke v. Iowa Home Mut. Cas. Co.,* 250 Iowa 1123, 97 N.W.2d 168 (1959).	
KANSAS	No.		

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KENTUCKY	No.	Failure to offer policy limits when insurer knows or should know the claim is in excess of limits can support inference that insurer was not negotiating in good faith. *Phelps v. State Farm Mut. Auto. Ins. Co.*, 736 F.3d 697 (6th Cir. 2012) (applying Kentucky law).	
LOUISIANA	No.	Not explicitly, but possibly via assignment from insured. *See Kelly v. State Farm Fire & Cas. Co.*, 2014-1921 (La. 05/05/15), 169 So.3d 328, 342; *Smith v. Audubon Ins. Co.*, 95-2057 (La. 09/05/96), 679 So. 2d 372, 377.	In March of 2022, Louisiana HB 220 was introduced. It requires that every motor vehicle insurer that may be liable for a third-party claim arising out of an automobile accident must disclose limits within 30 days of request by the claimant or claimant's attorney. However, 2022 HB 220 died in committee. It appears to have been a bill introduced by a Democrat lawmaker, without Republican support. Currently, there is no means in Louisiana to compel disclosure of third party liability insurance limits, without litigation.
MAINE	Yes. Me. Rev. Stat. tit. 24-A, § 2164-E.	Doubtful; split in authority as to whether bad faith failure to settle tort exists. *State Farm Fire & Cas. Co. v. Haley*, 916 A.2d 952 (Maine 2007).	24-A M.R.S. § 2164-E requires insurers doing business in Maine to respond to written requests for liability coverage limits of their insureds within 60 days of receipt of request. The statute provides a penalty of $500 and reasonable attorney's fees and expenses incurred in obtaining the liability coverage limits.
MARYLAND	Yes. Maryland Courts and Judicial Proceedings §§ 10-1101 - 1105.		An insurer must disclose their limits if a claimant provides a written demand of at least $12,500 which includes the following information if available: (1) Date of accident, (2) Name and address of alleged tortfeasor, (3) Copy of accident report, (4) Claim number, (5) Claimant's health bills and loss-wages documentation, and (6) Medical records.

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MASSACHUSETTS	Yes. M.G.L. ch. 175, § 112C.	Can support a ch. 93A claim. *Xu v. Donovan*, 34 Mass. L. Rep. 312 (2017); *see also* M.G.L ch. 176D, § 3(9).	M.G.L. ch. 175, § 112C requires insurers doing business in Massachusetts to respond to written requests for liability coverage limits of their insureds within 30 days of receipt of request. The statute provides a penalty of $500 and reasonable attorney's fees and expenses incurred in obtaining the liability coverage limits.
MICHIGAN	No.	Unlikely, but possible. *See Commercial Union Ins. Co. v Liberty Mutual Ins. Co.,* 426 Mich 127, 138-139; 393 N.W.2d 161 (1986).	
MINNESOTA	Yes. Minn. Stat. § 72A.201 (11). Regulation of claims practices.		Subd. 11. Disclosure mandatory. An insurer must disclose the coverage and limits of an insurance policy within 30 days after the information is requested in writing by a claimant. Note: Portions of statute held unconstitutional based on excessive breadth of DOC's enforcement action. *Safelite Group, Inc. v. Rothman*, 229 F.Supp.3d 859 (D. Minn. 2017).
MISSISSIPPI	No.	Not alone. Liability requires a showing of gross negligence, malice, or reckless disregard for the insured's rights. *Gallagher Bassett Servs. v. Jeffcoat*, 887 So.2d 777, 786 (Miss. 2004) (citing *Bass v. California Life Ins. Co.*, 581 So.2d 1087 (Miss. 1991)).	
MISSOURI	No.	Potentially, if it amounts to "the intentional disregard of the financial interests of the plaintiff in the hope of escaping full responsibility imposed upon it by its policy." *Bar Plan Mut. Ins. Co. v. Chesterfield Mgmt. Assocs.*, 407 S.W.3d 621, 631 (Mo. Ct. App. 2013) (quoting *Zumwalt v. Utilities Ins. Co.*, 360 Mo. 362, 228 S.W.2d 750 (Mo. 1950).	

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MONTANA	Possibly.	The trial court in *Wilkie v. Hartford Underwriters Insurance Company*, 494 P.3d 892 (Mont. 2021) Court concluded that the dispute was rendered moot when the Sprouts produced the policy to Wilkie. It held that neither exception to the mootness doctrine applied, stating only that it had relied on "the argument and authority cited by [The Hartford and the Sprouts.]" The court expressed concern that "[i]ssuing a ruling with regard to the specific facts presented in this case would amount to an advisory opinion." It added, "[I]f [Wilkie] believes The Hartford's conduct rises to the level of bad faith, [Wilkie] may pursue that action. This Court will not provide an advisory opinion as a steppingstone [sic] to that litigation." This appears to leave the issue open. The duty to reveal policy limits encompasses two separate legal issues: (1) whether there is a statute, regulation, or case decision which compels a liability carrier to reveal policy limits when requested to do so; and (2) whether a failure to reveal policy limits when asked can serve as the basis for a subsequent bad faith case should there be a verdict in excess of policy limits. The 9th Circuit in *Bateman* answered the first issue. It is anticipated that, following remand, the trial court in *Wilkie* will address the second.	The 9th Circuit has ruled that within the limited confines of Montana's Unfair Trade Practices Act, there was no duty to disclose liability policy limits in response to third-party claimants' requests and no violation of the UTPA for same. *Bateman v. National Union Fire Ins. Co. of Pittsburgh, Pa*., 423 Fed.Appx. 763 (9th Cir. 2011) (unreported), on remand 2011 WL 13202359. In *Wilkie v. Hartford Underwriters Ins. Co.*, 494 P.3d 892 (Mont. 2021), the court stopped short of announcing there was a duty to reveal policy limits, but reversed a case that had been dismissed and sent it back to the trial court.
NEBRASKA	No.	While an insurer is obligated to use due care and reasonable diligence to ascertain the facts surrounding a claim and obtain competent legal advice concerning the claim, the only ground for recovery in excess of policy limits is bad faith. *Olson v. Union Fire Ins. Co*., 118 N.W.2d 318 (Neb. 1976).	

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NEVADA	Yes.	Policy limits must be disclosed in the initial discovery disclosure and not before. In addition, information regarding any disclaimer or limitation of coverage, or reservation of rights, under the insurance agreement must be provided in the initial discovery. N.R.C.P. 16.1(a)(1)(D). N.R.C.P. 16.1(2) provides, "*At the written request of the claimant or the attorney of the claimant, copies of all medical reports, records and bills obtained by a written authorization pursuant to subsection 1 must be provided to the claimant or the attorney of the claimant within 30 days after the date they are received by the party, any attorney of the party or the insurer. If the claimant or the attorney of the claimant makes a written request for the medical reports, records and bills, the claimant or the attorney of the claimant shall pay for the reasonable costs of copying the medical reports, records and bills*."	Up until 2015, N.R.S. § 690B.042 required insurers to disclose their limits to claimants if certain conditions were met. However, the law was repealed by Nevada's 2015 legislature. In 2019, Nevada passed NRS § 690B.024, which provides that "*Within 10 days after receipt of a written authorization pursuant to subsection 1, the insurer who issued [*a policy of motor vehicle insurance] *shall, upon request, provide the claimant or any attorney representing the claimant with all pertinent facts or provisions of the policy relating to any coverage at issue, including policy limits*." Note: As a result of N.R.C.P. 16.1(2), various insurance companies have stopped asking for medical authorizations during the pre-litigation phase of a claim.
NEW HAMPSHIRE	No.	New Hampshire does not usually consider the existence or limits of insurance in the ordinary tort case a matter for inquiry even post-suit in discovery. *Durocher's Ice Cream, Inc. v. Peirce Const. Co*., 210 A.2d 477 (N.H. 1965); *Hardware Mut. Cas. Co. v. Hopkins*, 196 A.2d 66 (N.H. 1963). Disclosure of policy limits allowed only to the claimant or his counsel for the policy or policies of all liability insurance applicable to the defendant. N.H. Stat. § 498:2-a. "Insurance Coverage Disclosure in Tort Cases."	
NEW JERSEY	Yes.	An insurer who receives a request, from an attorney admitted to the practice of law in this State, for disclosure of the policy limits under a private passenger automobile insurance policy issued by the insurer to an insured, shall provide written disclosure of the policy limits to the attorney no later than 30 days from receipt of the request. The disclosure shall indicate the limits of all private passenger automobile insurance policies and any applicable umbrella or excess liability insurance policies issued by the insurer to the insured. N.J.S.A. § 39:6A-13.2.	The request must be in writing and include a laundry list of information set forth in the statute. The Department of Banking and Insurance will publish on its website the email address of each insurer, which shall be supplied by each insurer issuing private passenger automobile policies in this State, for the purpose of receiving requests for policy limit disclosures pursuant to this section. New law effective July 22, 2021.
NEW MEXICO	No.		

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NEW YORK	Yes. N.Y. Ins. § 2601(a)(6). Unfair claim settlement practices. (liability policy). N.Y. Ins. § 2601(a)(6) Unfair claim settlement practices. (UM/UIM carrier).		New York law requires a carrier doing business in New York to disclose bodily injury liability limits to an individual (or his lawyer) who has filed a claim for damages and made a written request for such information. The time of the insured to make any supplementary UM/UIM claim, is tolled during the period the insurer of any other owner or operator of another motor vehicle that may be liable for damages to the insured, fails to to disclose its coverage. Section 3420(f)(2)(A) provides for a similar obligation for a supplemental UM/UIM carrier within 45 days.
NORTH CAROLINA	Yes. N.C. Stat. § 58-3-33. Insurer conditionally required to provide information.		Applies to persons injured by another "where such injury or damage is subject to a policy of nonfleet private passenger automobile insurance." Written request by certified mail, directed to insurance adjuster. Carrier has 30 days to respond and must provide limits pre-suit ONLY if (1) injured party's written consent included, (2) must agree to mediation of the claim under § 7A-38-3A, and (3) must include copy of accident report and description of events.
NORTH DAKOTA	No.		
OHIO	No.	It is an insurance unfair claims practice to not offer "first party or third party claimants, or their authorized representatives who have made claims which are fair and reasonable and in which liability has become reasonably clear, amounts which are fair and reasonable as shown by the insurer's investigation of the claim, providing the amounts so offered are within policy limits and in accordance with the policy provisions." Section 3901-1-07 Unfair Trade Practices, OH ADC § 3901-1-07.	
OKLAHOMA	No.	Insurer has duty to accept a reasonable settlement offer within policy limits, especially when there is a chance of an excess verdict. *Badillo v. Mid Century Ins. Co*., 121 P.3d 1080 (Okla. 2005).	All insurance limits are discoverable during litigation, but there is no pre-suit requirement to disclose limits. Okla. Stat. tit. 12, § 3226(B)(1).

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OREGON	No.	A liability carrier has an obligation to negotiate with a view to settle the case within the policy limits. *Maine Bonding & Cas. Co. v. Centennial Ins. Co*., 693 P.2d 1296 (Or. 1985).	
PENNSYLVANIA	No.	An insurer's decision to litigate rather than settle can be the basis for third-party bad faith claims. The decision must be reasonable. *Birth Center v. St. Paul Companies, Inc*., 567 Pa. 386 (Pa. 2001).	
RHODE ISLAND	Yes. R.I.G.L. § 27-7-5.	Any insurance company doing business in this state shall reveal to an injured party making a claim against an insured the amount of the limits of liability coverage upon receiving a request in writing for that information from the injured party or his or her attorney. A reply shall be made within fourteen (14) days of receiving the request.	A third party may have a claim for breach of extracontractual duties against an insurer only where: (1) the insurer failed to adequately contemplate settlement and (2) the insured assigned its rights against the insurer to the third party. *Asermely v. Allstate Ins. Co.*, 728 A.2d 461 (R.I. 1999). However, A settlement offer for policy limits needs to be made. *Summit Ins. Co. v. Stricklett*, 2019 WL 190358, (R.I. 2019).
SOUTH CAROLINA	Yes. S.C. Code Ann. § 38-77-250, South Carolina Fairness in Civil Justice Act of 2011.	A court may impose sanctions for violations.	An insurer who may be liable for a claim, shall provide "within 30 days of receiving a written request from the claimant's attorney, a statement, under oath, of a corporate officer/claim's manager, each known policy of non-fleet private passenger insurance issued, the name of the insurer, the name of the insured, and the limits of coverage. A copy of the declarations page will satisfy this duty. The request must be initiated by plaintiff counsel.
SOUTH DAKOTA	No.	An insurer's refusal to discuss settlement may be considered in the determination of a bad faith claim. Further, the failure of an insurer to disclose policy limits is relevant in determining if an insurer refused to discuss a settlement. *Kunkel v. United Sec. Ins. Co.* of N. J., 84 S.D. 116, 168 N.W.2d 723 (1969) (citing *State Auto. Ins. Co. of Columbus, Ohio v. Rowland*, 221 Tenn. 421, 427 S.W.2d 30 (1968)).	However, an insurer owes a duty not to knowingly cause or further a third-party claimant's misunderstanding of the limits. *Railsback v. Mid-Century Ins. Co.*, 2004 S.D. 64, 680 N.W.2d 652.

STATE	DUTY TO DISCLOSE	FAILURE TO DISCLOSE A BASIS FOR BAD FAITH	COMMENTS
TENNESSEE	No.	An insurer's refusal to discuss settlement may be considered in the determination of a bad faith claim. Further, the failure of an insurer to disclose policy limits is relevant in determining if an insurer refused to discuss a settlement. *State Auto. Ins. Co. of Columbus, Ohio v. Rowland*, 221 Tenn. 421, 427 S.W.2d 30 (1968).	Even though there is no pre-suit duty to disclose policy limits, an offer of settlement made within policy limits triggers an insurer's duty to make a good faith effort to resolve a claim such as making counteroffers or disclosing limits. *Id.*
TEXAS	No.		A Stowers Demand can be sent to a third-party insurer that offers an unconditional settlement of a claim for an amount within the insured's policy limits. If rejected, and a court enters verdict in excess of limits – the claimant can enforce the entire judgment against the insurer. The claim needs to be "reasonably clear" and offer a full and final release. *G.A. Stowers Furniture Co. v. American Indemnity, Co.*, 15 S.W.2d 544 (Tex. 1929); *Trinity Universal Ins. Co. v. Bleeker*, 966 S.W.2d 489 (Tex. 1998).
UTAH	Yes. Utah Admin. Code R590-190-12 (7).		Insurer must disclose policy limits when requested to do so by a claimant or claimant's attorney.
VERMONT	Yes.	Vt. Stat. Ann. tit. 23, § 941(g) provides: *(g) Within 30 days of receipt of a written request by a person reasonably claiming the right to recover damages after a crash involving owners or operators of motor vehicles for bodily injury, sickness, or disease, including death, or for property damages resulting from the ownership, maintenance, or use of a motor vehicle, an insurer that may be liable to satisfy part or all of the claim under a policy subject to this chapter shall provide a statement, by a duly authorized agent of the insurer, setting forth the names of the insurer and insured, and the limits of liability coverage.*	While appearing in "*Subchapter 5: Insurance Against Uninsured, Underinsured or Unknown Motorists*", 941(g) references a "policy subject to this chapter." "This chapter" refers to "*Chapter 11: Financial Responsibility and Insurance*" and would arguably apply to auto liability carriers.

STATE	DUTY TO DISCLOSE	FAILURE TO DISCLOSE A BASIS FOR BAD FAITH	COMMENTS
VIRGINIA	Yes. Va. Code Ann. § 8.01-417 (Motor Vehicle accident/ Personal Injury) Va. Code Ann. § 8.01-417.01 (Homeowner's policies)		A claimant may request the insurer to disclose the limits of any motor vehicle/personal injury policy for claims of at least $12,500. The request must be (1) In writing, (2) Provide the date of the accident, the name and last known address of alleged tortfeasor, a copy of the accident report, and the claim number if available, and (3) must submit claimant's medical records, medical bills, wage-loss documents. Insurer shall respond in writing within 30 days of receipt of the request.
WASHINGTON	No.		There is an absence of a statute or rule requiring disclosure. However, disclosure is required if a reasonable insurer in the same or similar circumstance would believe that disclosure is in the insured's best interest. *Smith v. Safeco Ins. Co.*, 150 Wash. 2d 478, 78 P.3d 1274 (2003).
WEST VIRGINIA	Yes. W. Va. Code Ann. § 33-6F-2 Disclosure of certain insurance information required.		Section 33-6F-2 requires an insurer to reveal the following information about each known policy of insurance (including excess or umbrella) within 30 days of a written request: (a) The name of the insurer. (b) The name of each insured. (c) The limits of the liability coverage. (d) The declaration page of the policy. The request to the insurer must be (1) in writing, (2) state the date and location of the accident, and (3) provide a copy of the accident/injury report, the insurer's claim number, a good faith estimate of all medical expenses and wage-loss documents, and documentation of the property damage.
WISCONSIN	No.		
WYOMING	No.	Third-party claimants do not have a direct cause of action against an insurer for bad faith, either in contract or tort. *Herrig v. Herrig*, 844 P.2d 487 (Wyo. 1992).	