

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

Note: This chart contains generic references to “UTPA” and “UCSPA;” those references refer to a state’s unfair insurance trade practices act and unfair insurance claims settlement practices act, respectively, regardless of its actual title. Further, for purposes of this chart, “first party private right of action” refers to an action brought by the insured and “third party private right of action” refers to an action brought by a third party claimant.

The date following each state indicates the last time information for the state was reviewed/changed.

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---------------------------------|---|---|-----------------|---|
| AL (8/23) | § 27-12-24 | UTPA | No, by judicial interpretation. | No, by judicial interpretation. | Administrative | <i>Farlow v. Union Cent. Life Ins. Co.</i> , 874 F.2d 791 (11th Cir. 1989): no private right of action under UTPA for UCSPs. Overruled by: <i>Morstein v. Nat’l Ins. Services, Inc.</i> , 93 F.3d 715 (1996). |
| | <i>Chavers v. Nat’l Sec. Fire & Cas. Co.</i> , 405 So.2d 1 (Ala. 1981). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action | Insurers’ intentional misconduct may create a cause of action. |
| | <i>Dickey v. Ala. Farm Bureau Mut. Ins. Co.</i> , 447 So.2d 693 (Ala. 1984). | Common law bad faith tort claim | | No, by judicial interpretation. | | “Bad faith refusal” tort requires insurance contract between parties. |

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| AK (8/23) | § 21.36.125 | UCSPA | No, by statute. | No, by statute. | Administrative | Private right of action neither created nor implied. |
| | <i>State Farm Fire & Cas. Co. v. Nicholson</i> , 777 P.2d 1152 (Alaska 1989). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action | First party right of action against insurer for breach of good faith duty and fair dealing sounds in tort because of special relationship between insurer and insured. |
| | <i>O.K. Lumber Co. v. Providence Wash. Ins. Co.</i> , 759 P.2d 523 (Alaska 1988). | Common law bad faith tort claim | | No, by judicial interpretation. | | Duty of good faith runs only to insured but insured may assign claim to a third party claimant. |
| | <i>Ennen v. Integon</i> , 268 P.3d 277 (Alaska 2012). | Common law bad faith tort claim | | No, by judicial interpretation. | | Incidental beneficiaries, such as a tort victim, cannot enforce the insurance contract against the insurer. |

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| AZ (8/23) | § 20-461 | UCSPA | No, by statute. | No, by statute. | Administrative | No intent to create private right of action. |
| | § 20-3153 | Claims settlement health (not including HMOs) | Yes, by statute. | No, by statute. | Private action | Timely payment of health claims—insurer liable for damages if knew or should have known of lack of reasonable basis for delay or denial in payment. |
| | <i>Noble v. Nat'l Am. Life Ins. Co.</i> , 624 P.2d 866 (Ariz. 1981). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action | When insurer unreasonably and in bad faith withholds payment of insured's claim, insurer is subject to liability in tort. |
| | <i>Leal v. Allstate Ins. Co.</i> , 17 P.3d 95 (Ariz. Ct. App. 2000). | Common law bad faith tort claim | | No, by judicial interpretation. | | No private right of action for third party claimants. |
| AR (8/23) | §§ 23-66-202; 23-66-206 | UTPA | No, by statute. | No, by statute. | Administrative | Not intended to establish or extinguish private right of action; UCSPs defined. |
| | <i>Aetna Cas. & Sur. Co. v. Broadway Arms Corp.</i> , 664 S.W.2d 463 (Ark. 1984). | Common law bad faith tort claim | | | Private action | Insurer may incur liability for tort of intentional bad faith against insured. |
| | <i>Bell v. Kansas City Fire & Marine Ins. Co.</i> , 616 F. Supp. 1305 (D.C. Ark. 1985) (applying Oklahoma law). | Common law bad faith tort claim | Yes, by judicial interpretation. | No, by judicial interpretation. | | Arkansas courts would probably not recognize third party tort claim, but Oklahoma law controls in this case. |

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| CA (8/23) | Ins. Code § 790.03 | UTPA | No, by judicial interpretation. | No, by judicial interpretation. | Administrative | <i>Moradi-Shalal v. Firemen's Fund Ins. Cos.</i> , 758 P.2d 58 (Cal. 1988); no private right of action, but other theories may be available. |
| | <i>Gruenberg v. Aetna Cas. & Sur. Co.</i> , 510 P.2d 1032 (Cal. 1973); <i>Crisci v. Sec. Ins. Co.</i> , 426 P.2d 173 (Cal. 1967); <i>Fletcher v. Western Nat'l Life Ins. Co.</i> , 89 Cal. Rptr. 78 (Cal Ct. App. 1970). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action | When the case sounds in tort, insurance code does not restrict recovery under contract principals. |
| | <i>Murphy v. Allstate Ins. Co.</i> , 553 P.2d 584 (Cal. 1976). | Common law bad faith tort claim | | No, by judicial interpretation. | | Neither third party beneficiary doctrine nor financial responsibility law warrants granting injured claimant right to recover from insurer for breach of duty to settle. |

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| CO (8/23) | §§ 10-3-1104(1)(h); 10-3-1114 | UTPA | No, by statute. | No, by statute. | Administrative | No private cause of action. |
| | §§ 6-1-105; 6-1-113(1) | Consumer protection statute | Yes, by statute. | | Private action | <i>Showpiece Homes Corp. v. Assurance Co. of Am.</i> , 38 P.3d 47 (Colo. 2001): bad faith claims settlement actionable under Colorado Consumer Protection Statute. |
| | <i>Farmers Group, Inc. v. Trimble</i> , 691 P.2d 1138 (Colo. 1984). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action | Insurer's affirmative act of unreasonably refusing to pay a claim and failing to act in good faith forms the basis for liability in tort. |
| | <i>Schnacker v. State Farm Mut. Auto. Ins. Co.</i> , 843 P.2d 102 (Colo. Ct. App. 1992). | Common law bad faith tort claim | | No, by judicial interpretation. | | Injured third party may not maintain a cause of action for bad faith breach of an insurance contract against a tortfeasor's insurer. |

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| CT (8/23) | §§ 42-110b; 42-110g; 38a-816(6) | UTPA; CUIPA (Connecticut Unfair Insurance Practices Act) | Yes, by statute under UTPA. | No, by judicial interpretation. <i>Carford v. Empire Fire & Marine Ins. Co.</i> , 891 A.2d 55 (Conn. App. 2006). | Private action or administrative | <i>DeRossi v. Nat'l Loss Mgmt.</i> , 328 F. Supp. 2d 283 (D. Conn. 2004): Private cause of action under UTPA may be brought for violation of CUIPA. <i>Mead v. Burns</i> , 509 A.2d 11 (Conn. 1986): Violation of CUIPA requires such alleged unfair acts to occur with such frequency to indicate general business practice. |
| | <i>Buckman v. People Express, Inc.</i> , 530 A.2d 596 (Conn. 1987). | Common law duty of good faith | Yes, by judicial interpretation. | | Private action | Court recognizes an independent cause of action in tort arising from an insurer's common law duty of good faith. |
| | <i>Alexander v. W.F. Shuck Petroleum Co.</i> , 2009 WL 2783587 (Conn. Super. Ct. 2009). | Common law bad faith tort claim | | No, by judicial interpretation. | | Only insured may enforce implied covenant of good faith and fair dealing. |

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| DE (8/23) | 18 Del.C. § 2304; 18 Del. Admin. Code § 902-1.0 <i>Tackett v. State Farm Fire & Cas. Ins. Co.</i> , 653 A.2d 254 (Del. 1995). | UTPA (statute); UCSPA (regulation) Common law bad faith tort claim | Not addressed in statute or regulation. No, by judicial interpretation. | Not addressed in statute or regulation. No, by judicial interpretation. | Administrative Private cause of action | Statutory and regulatory scheme contemplate administrative remedies. Delaware views bad faith claim practices as sounding in contract rather than tort. A plaintiff seeking to establish a claim of bad faith in a first party insured-insurer contractual relationship must show that the insurer lacked reasonable justification in delaying or refusing payment of a claim. |
| DC (8/23) | § 31-2231.02 <i>Choharis v. State Farm Fire & Cas. Co.</i> , 961 A.2d 1080 (D.C. Ct. App. 2008). <i>Messina v. Nationwide Mut. Ins. Co.</i> , 998 F.2d 2 (D.C. Cir. 1993). | UTPA Common law bad faith tort claim Common law bad faith tort claim | No, by statute. No, by judicial determination. | No, by statute. No, by judicial determination. | Administrative | Expressly no private cause of action. No independent tort for bad faith settlement practice. Tort of bad faith refusal to pay necessarily requires contractual relationship. |

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| FL (8/23) | § 624.155 | UCSPA | Yes, by statute. | Yes, by statute. | Damages; court costs, attorneys' fees, punitive damages possible. | Statute does not distinguish between first party and third party actions. One seeking remedy under this statute must post costs of discovery to be awarded to insurer if no punitive damages awarded. |
| | <i>Opperman v. Nationwide Mut. Fire Ins. Co.</i> , 515 So.2d 263 (Fla. App. 5th Dist. 1987). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action | |
| | <i>Thompson v. Commercial Union Ins. Co. of N.Y.</i> , 250 So.2d 259 (Fla. 1971). | Common law bad faith tort claim | | Yes, by judicial interpretation. | Private action | |

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| GA (8/23) | §§ 33-4-6; 33-4-7 | Claims settlement | Yes, by statute. | | Private action: able to recover loss, additional penalty of up to \$5000 or not more than 50% of the liability of the insurer for the loss, whichever is greater, and attorney fees. | Legal action for bad faith failure to pay claims within 60 days of payment demand. |
| | §§ 33-6-30 to 33-6-37 <i>Metropolitan Prop. & Cas. Ins. Co. v. Crump</i> , 513 S.E.2d 33 (Ga. Ct. App. 1999). | UCSPA Common law bad faith tort claim | No, by statute. Yes, by judicial interpretation. | No, by statute. No, by judicial interpretation. | Administrative Private action | Insurer's duty to use ordinary care and good faith in handling claim arises out of insurer's relationship with insured. |

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| HI (8/23) | <p>§§ 431:13-103 to 431:13-108.</p> <p><i>Best Place, Inc. v. Penn Am. Ins. Co.</i>, 920 P.2d 334 (Hawaii 1996).</p> <p><i>Simmons v. Puu</i>, 94 P.3d 667 (Hawaii 2004); <i>Hough v. Pacific Ins. Co.</i>, 927 P.2d 858 (Hawaii 1996).</p> | <p>UTPA</p> <p>Common law bad faith tort claim</p> <p>Common law bad faith tort claim</p> | <p>No, by statute.</p> <p>Yes, by judicial interpretation.</p> | <p>No, by statute.</p> <p>No, by judicial interpretation.</p> | <p>Administrative</p> <p>Private action</p> | <p>Remedies are exclusively for commissioner.</p> <p>Insured could assign tort claim to third party which would allow third party recovery in private action.</p> |
| ID (8/23) | <p>§§ 41-1329 to 41-1329A</p> <p><i>White v. Unigard Mut. Ins. Co.</i>, 730 P.2d 1014 (Idaho 1986).</p> <p><i>Idaho State Ins. Fund v. Van Tine</i>, 980 P.2d 566 (Idaho 1999).</p> | <p>UCSPA</p> <p>Common law bad faith tort claim</p> <p>Common law bad faith tort claim</p> | <p>No, by judicial interpretation.</p> <p>Yes, by judicial interpretation.</p> <p>Yes, by judicial interpretation.</p> | <p>No, by judicial interpretation.</p> <p>No, by judicial interpretation.</p> | <p>Administrative – penalty not to exceed \$10,000.</p> <p>Private action</p> <p>Private action</p> | <p><i>Simper v. Farm Bureau Mut. Ins. Co.</i>, 974 P.2d 1100 (Idaho 1999); UCSPA does not provide a private right of action for insured.</p> <p>There exists a common law tort action for an insurer's bad faith in settling the first party claims of its insured.</p> <p>Bad faith tort claims for unfair settlement practices can only be brought by first party insured.</p> |

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| IL (8/23) | 215 ILCS 5/154.5 to 5/155 | Improper claims statute | No, by statute. <i>Van Vleck v. Ohio Cas. Ins. Co.</i> , 471 N.E.2d 925 (Ill. Ct. App. 3rd 1984); <i>Bageanis v. Am. Bankers Life Assurance of Fla.</i> , 783 F. Supp. 1141 (N.D. Ill. 1992). | No, by statute. | Administrative | No private right of action but statute provides enhanced penalties to be added to private action if unfair practices shown. Courts have held that this statute, while not in itself actionable, does operate to pre-empt other tort claims of bad faith in claims settlement. |
| | 815 ILCS 505/1 | Consumer fraud statute; <i>P.I.A. Mich. City, Inc. v. Nat'l Porges Radiator Corp.</i> , 789 F. Supp. 1421 (N.D. Ill. 1992). | Yes, by judicial interpretation. | Yes, by judicial interpretation. | | Standing to sue under consumer fraud statute not limited to consumer. |
| | <i>Cramer v. Ins. Exch. Agency</i> , 675 N.E.2d 897 (Ill. 1996). | Common law bad faith tort claim | No, by judicial interpretation. | | | Extra-contractual remedies for bad faith settlement are recoverable through statutory penalties of 215 ILCS 5/155. |

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| IN (8/23) | <p>§§ 27-4-1-1 to 27-4-1-18</p> <p><i>Erie Ins. Co. v. Hickman</i>, 622 N.E.2d 515 (Ind. 1993).</p> <p><i>State Farm Mut. Auto Ins. Co. v. Estep</i>, 873 N.E.2d 1021 (Ind. 2007).</p> | <p>UCSPA</p> <p>Common law bad faith tort claim</p> <p>Common law bad faith tort claim</p> | <p>No, by statute.</p> <p>Yes, by judicial interpretation.</p> | <p>No, by statute.</p> <p>No, by judicial interpretation.</p> | <p>Administrative</p> <p>Private action</p> | <p>Duty of good faith and the resulting cause of action for that breach arise out of the insurance contract between insured and insurer.</p> |
| IA (8/23) | <p>§ 507B.4</p> <p><i>Dolan v. Aid Ins. Co.</i>, 431 N.W.2d 790 (Iowa 1988).</p> <p><i>Bates v. Allied Mut. Ins. Co.</i>, 467 N.W.2d 255 (Iowa 1991).</p> | <p>UTPA</p> <p>Common law bad faith</p> <p>Common law bad faith</p> | <p>No, by judicial interpretation.</p> <p>Yes, by judicial interpretation.</p> | <p>No, by judicial interpretation.</p> <p>No, by judicial interpretation.</p> | <p>Administrative</p> <p>Private action</p> | <p>No private cause of action created by this statute; <i>Bates v. Allied Mut. Ins. Co.</i>, 467 N.W.2d 255 (Iowa 1991).</p> <p>Tort victim, as a third party claimant, cannot compel insurer to settle claim in good faith.</p> |
| KS (8/23) | <p>§ 40-2404</p> <p><i>Spencer v. Aetna Life & Cas. Ins. Co.</i>, 611 P.2d 149 (Kan. 1980).</p> | <p>UTPA</p> <p>Common law bad faith tort claim</p> | <p>No, by judicial interpretation.</p> <p>No, by judicial interpretation.</p> | <p>Not addressed in statute.</p> <p>No, by judicial interpretation.</p> | <p>Administrative</p> | <p><i>Bonnell v. Bank of Am.</i>, 284 F. Supp. 2d 1284 (D. Kan. 2003).</p> <p>Must be contract action; tort of bad faith not recognized.</p> |

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| KY (8/23) | §§ 304.12-230; 446.070 | UCSPA | Yes, by statute through judicial interpretation. | Yes, by statute through judicial interpretation. | Private action, administrative | <i>State Farm Mut. Auto. Ins. Co. v. Reeder</i> , 763 S.W.2d 116 (Ky. 1988). §§ 304.12-230 and 446.070 work together to create statutory bad faith claim. |
| LA (8/23) | § 22:1821 §§ 22:1961 to 22:1973 | Claims payment—health (including HMOs) UTPA | Yes, by statute. Yes, by judicial interpretation. | No, by statute. Yes, by judicial interpretation; <i>Theriot v. Midlands Risk Ins. Co.</i> , 694 So.2d 184 (La. 1997). Language in <i>Theriot</i> was dicta, and third party claimants do not have a right of action under § 22:1973(B)(5). <i>Paul v. Allstate Ins. Co.</i> , 720 So.2d 1251 (La. Ct. App. 1998). | Financial penalties, including attorney fees. Administrative; private action by judicial interpretation. | Grants jurisdiction to courts in insured's parish for cases involving failure to pay claims. Insurer has duty to settle claims with insured and/or third party; <i>French Market Plaza Corp. v. Sequoia Ins. Co.</i> , 480 F. Supp. 821 (E.D. La. 1979). |

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| ME (8/23) | 24-A M.R.S.A. § 2164-D | UCSPA | No, by statute. | No, by statute. | Administrative | Not to be construed to create or imply a private right of action. |
| | 24-A M.R.S.A. § 2436 | Claims settlement | Not applicable | Not applicable | Statute allows for recovery of attorney fees and interest on any overdue claims. | <i>Depositors Trust Co. v. Farm Family Life Ins. Co.</i> , 445 A.2d 1014 (Me. 1982): no application to life claims. |
| | 24-A M.R.S.A. § 2436-A | Claims settlement | Yes, by statute. | No, by statute. | Damages, costs, attorneys' fees, interest | No application to WC claims. Court specifically rejected bad faith tort claim for unfair claim settlement. |
| | <i>Marquis v. Farm Family Mut. Ins. Co.</i> , 628 A.2d 644 (Me. 1993). | Common law bad faith tort claim | No, by judicial interpretation. | No, by judicial interpretation. | | |
| MD (8/23) | Ins. § 27-1001 | UCSPA | Yes, by statute. | Ambiguous | Private action to recover under policy. | If it is shown that the insurer did not act in good faith the insurer may be liable for interest and attorney fees. |
| | <i>Schaefer v. Aetna Life & Cas. Co.</i> , 910 F. Supp. 1095 (D. Md. 1996). | Common law bad faith | No, by judicial interpretation. | No, by judicial interpretation. | | Tort of bad faith for failure to settle is not recognized in Maryland. |
| MA (8/23) | M.G.L.A. 93A § 9; M.G.L.A. 176D §§ 1 to 14 | Consumer protection statute; UCSPA | Yes, by statute. | Yes, by statute. | Damages and other equitable relief. | Grants private right of action for violations of UCSP provisions. |

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| MI (8/23) | § 500.2003 | UTPA | No, by judicial interpretation. | No, by judicial interpretation. | Administrative | Michigan's UTPA does not create a private cause of action; <i>Nat'l Union Fire Ins. Co. v. Arioli</i> , 941 F. Supp. 646 (E.D. Mich. 1996). |
| | § 500.2006 | Claims payment statute | No, by judicial interpretation, but see note 1; <i>Young v. Michigan Ins. Co.</i> , 362 N.W.2d 844 (Mich. App. 1985) (insurer's bad faith refusal to settle claim against the insured by third party which exposes the insured to excess liability is actionable). | No, by judicial interpretation, but see note. | Administrative; private action for interest penalties. | Through this statute claimant can recover interest penalty when suing on insurance policy. |
| | § 445.911; <i>Smith v. Globe Life Ins. Co.</i> , 597 N.W.2d 28 (Mich. 1999). | Consumer protection statute | Yes, by judicial interpretation. | Yes, by judicial interpretation. | Private action by judicial interpretation of statute. | Allows private actions against insurer under consumer protection statute for violations of insurance code. |

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| MN (8/23) | <p>§§ 72A.20 to 72A.201</p> <p><i>Morris v. Am. Family Mut. Ins. Co.</i>, 386 N.W.2d 233 (Minn. 1986).</p> | <p>UTPA, UCSPA</p> <p>Common law bad faith tort claim</p> | <p>No, by judicial interpretation.</p> <p>No, by judicial interpretation.</p> | <p>No, by judicial interpretation.</p> <p>No, by judicial interpretation.</p> | Administrative | <p>There is no private right of action under Minnesota’s Unfair Claims Practices Act, rather UCPA is enforced by commissioner and attorney general; <i>Elder v. Allstate Ins. Co.</i>, 341 F. Supp. 2d 1095 (D. Minn. 2004). Commissioner need not show general business practice to take action.</p> <p>Courts in MN do not recognize bad faith tort.</p> <p>An insurer may be liable for failing to exercise “good faith” in handling third party claims against an insured. <i>Short v. Dairyland Ins. Co.</i>, 334 N.W.2d 384 (Minn. 1983).</p> |

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| MS (8/23) | <p>§§ 83-5-33; 83-5-35</p> <p><i>Liberty Mut. Ins. Co. v. McKneely</i>, 862 So.2d 530 (Miss. 2003).</p> | <p>UTPA</p> <p>Common law bad faith tort claim</p> | <p>No, by judicial interpretation. <i>Watson v. First Commonwealth Life Ins. Co.</i>, 686 F. Supp. 153 (S.D. Miss. 1988).</p> <p>Yes, by judicial interpretation.</p> | No, by judicial interpretation. | <p>Administrative</p> <p>Private action</p> | <p>UTPA does not include UCSPs, but allows commissioner to act upon undefined UTPAs.</p> <p>No private right of action to be implied from general prohibition against unfair trade practices.</p> <p>Bad faith tort is available when insurer does not provide an arguable or legitimate basis for denying a claim or a willful and malicious reason behind the denial.</p> |

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| MO (8/23) | § 375.420 | Claims settlement | Yes, by statute. | Yes, by statute. | Action for loss plus penalties. | USCPA does not allow a private right of action; <i>Stark Liquidation Co. v. Florists' Mut. Ins. Co.</i> , 243 S.W.3d 385 (Mo. Ct. App. 2007). In Missouri, an insured can sue insurer for tort of bad faith failure to settle based on failure to settle a third party claim but not for failure to settle a direct claim by the insured. |
| | §§ 375.1000 to 375.1018 | UCSPA | No, by statute. | No, by statute. | Administrative | |
| | <i>Duncan v. Andrew Cnty. Mut. Ins. Co.</i> , 665 S.W.2d 13 (Mo. Ct. App. 1983); <i>Zumwalt v. Utilities Ins. Co.</i> , 228 S.W.2d 750 (Mo. 1950). | Common law bad faith tort claim | Yes, by judicial interpretation, but see note. | No, implied by case law. | Private action | |
| MT (8/23) | § 33-18-242 | UCSPA | Yes, by statute. | Yes, by statute with restrictions. | Private action | Independent private right of action for violating certain provisions. |

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|--------------|---|--|---|---|---|--|
| NE (8/23) | <p>§§ 44-1536 to 44-1544; 210 Neb. Admin. Code §§ 60-001 to 60-013; 210 Neb. Admin. Code §§ 61-001 to 61-011</p> <p><i>LeRette v. Am. Med. Sec. Inc.</i>, 705 N.W.2d 41 (Neb. 2005).</p> <p><i>J.B. Contracting Svcs., Inc. v. Universal Sur. Co.</i>, 624 N.W.2d 13 (Neb. 2001).</p> | <p>UCSPA</p> <p>Common law bad faith tort claim</p> <p>Common law bad faith tort claim</p> | <p>No</p> <p>Yes, by judicial interpretation.</p> | <p>No</p> <p>Unresolved under Nebraska law.</p> | <p>Administrative</p> <p>Private action</p> | <p>Regulations clarify original intent that statute and regulations not be construed to create or imply private right of action.</p> <p>Available both for insurers refusal to settle with third party and failure to settle with insured.</p> |
| NV (8/23) | <p>§ 686A.310</p> <p><i>Guaranty Nat'l Ins. Co. v. Potter</i>, 912 P.2d 267 (Nev. 1996).</p> <p><i>Gunny v. Allstate Ins. Co.</i>, 830 P.2d 1335 (Nev. 1992); <i>Vignola v. Gilman</i>, 804 F. Supp. 2d 1072, (D. Nev. 2011).</p> | <p>UCSPA</p> <p>Common law bad faith tort claim</p> <p>Common law bad faith tort claim</p> | <p>Yes, by statute.</p> <p>Yes, by judicial interpretation.</p> | <p>No, by judicial interpretation.</p> <p>No, by judicial interpretation.</p> | <p>Damages</p> <p>Private action</p> | <p>Insurer liable to insured for damages for violation of UCSA.</p> <p>A contractual relationship is required to assert a claim of bad faith unless a third party is a specific intended beneficiary to the insurance contract or alleges it relied to its detriment on representations made by the insurer.</p> |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---------------------------------|--|---|--------------------------|--|
| NH (8/23) | § 407:12 | Claims settlement - fire | Yes, by statute. | No, by statute. | Civil action | May commence if loss not paid 60 days after receipt of proof of loss. |
| | §§ 417:4; 417:19 | UTPA | Yes, by statute. | Yes, by statute. | Civil action for damages | Civil action may be brought following commissioner's determination that insurer has violated UTPA. |
| NJ (8/23) | N.J.S.A. 17:29B-1 to 17:29B-15 | UTPA | No, by judicial interpretation. <i>Pickett v. Lloyd's</i> , 621 A.2d 445 (N.J. 1993). | No, by judicial interpretation. | Administrative | UCSPs defined. No private cause of action. |
| | N.J.A.C. 11:2-17.1 to 11:2-17.15 | UCSPA | No, by judicial interpretation. <i>ProCentury Ins. Co. v. Harbor House Club Condo. Assoc.</i> , 652 F. Supp. 2d. 552 (D.N.J. 2009). | Statute implies administrative remedy. | Administrative | Provides for commissioner investigation and resultant penalties for persistent unfair claims practices. |
| | <i>Pickett v. Lloyd's</i> , 621 A.2d 445 (N.J. 1993); <i>Rova Farms Resort, Inc. v. Investors Ins. Co. of Am.</i> , 323 A.2d 495 (N.J. 1974). | Common law bad faith tort claim | No, by judicial interpretation. | | Private action | NJ views bad faith first party claims as sounding more of contract than of tort and therefore, no extra-contractual damages are available. In third party claims an insurer can be liable for amounts over policy limit for breach of the fiduciary agreement. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---|---|---|---|--|
| NM (8/23) | <p>§§ 59A-16-20; 59A-16-30</p> <p><i>Sloan v. State Farm Ins. Co.</i>, 135 N.M. 106 (N.M. 2004).</p> | <p>UCSPA</p> <p>Common law bad faith tort claim</p> | <p>Yes, by statute; <i>Dydek v. Dydek</i>, 288 P.3d 872 (N.M. Ct. App. 2012).</p> <p>Yes, by judicial interpretation.</p> | <p>Yes, by statute; <i>Hovet v. Allstate Ins. Co.</i>, 135 NM 397 (N.M. 2004).</p> <p>No third party claim against insurers providing nonmandatory excess liability insurance coverage. <i>Jolley v. Assoc. Elec. & Gas Ins. Servs. Ltd.</i>, 237 P.3d 738 (N.M. 2010).</p> | <p>Damages and costs; attorneys' fees possible.</p> <p>Private action</p> | <p>Relief is in addition to remedies otherwise available under common law and other statutes. Third party claimant can file action against insurer only after underlying litigation is completed. Insurers failing to settle claims are liable in insured's bad faith action for the judgment against insured in excess of policy limits.</p> <p>Insurer liable in tort where reasons for denying or delaying payment to insured are frivolous or unfounded.</p> |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---------------------------------|---|---|-----------------|---|
| NY (8/23) | Ins. Law §§ 109; 2601 | UCSPA | No, by judicial interpretation. | No, by judicial interpretation. | Administrative | UCSPs defined. |
| | <i>New York Univ. v. Cont'l Ins. Co.</i> , 662 N.E.2d 763 (N.Y. 1995). | Common law bad faith tort claim | No, by judicial interpretation. | | Private action | No private right of action. New York does not recognize a bad faith independent tort and therefore only standard breach of contract claims would be available for bad faith refusal to settle. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---------------------------------|--|---|--|--|
| NC (8/23) | § 58-63-15 | UTPA | Yes, by judicial interpretation. <i>Martini v. Companion Prop. & Cas. Ins. Co.</i> , 679 S.E.2d 156 (N.C. App. Ct. 2009) (reversed on other grounds). | No, by judicial interpretation. <i>Wilson v. Wilson</i> , 468 S.E.2d 495 (N.C. 1996). | Administrative; private action by judicial interpretation. | UTPA does not create a private cause of action but any violation gives rise to a private cause of action under the consumer protection statute without the additional necessity of proving frequency of the unfair practice. |
| | <i>Dailey v. Integon Gen. Ins. Corp.</i> , 331 S.E.2d 148 (N.C. 1985). | Common law bad faith tort claim | Yes, by judicial interpretation. | Yes, by judicial interpretation, but limited to third party beneficiaries. Other cases suggest that this may be a unique result and that third party private actions will not be allowed (see reasoning under <i>Wilson</i> above). | Private action | Third party beneficiary has contractual privity. |
| | <i>Murray v. Nationwide Mut. Ins. Co.</i> , 472 S.E.2d 358 (N.C. App. 1996). | Common law bad faith tort claim | | | Private action | Injured third party considered intended beneficiary to liability insurance contract. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|---|---------------------------------|---|--|-----------------|---|
| ND (8/23) | § 26.1-04-03 | UTPA | No, by judicial interpretation. <i>Dvorak v. Am. Family Mut. Ins. Co.</i> , 508 N.W.2d 329 (N.D. 1993); <i>Volk v. Wis. Mortg. Assurance Co.</i> , 474 N.W.2d 40 (N.D. 1991). | No, by judicial interpretation. | Administrative | UCSPs defined. |
| | <i>Dvorak v. Am. Family Mut. Ins. Co.</i> , 508 N.W.2d 329 (N.D. 1993); <i>Smith v. Am. Family Mut. Ins. Co.</i> , 294 N.W.2d 751 (N.D. 1980). | Common law bad faith tort claim | Yes, by judicial interpretation. | No, by judicial interpretation – duty of good faith is owed to insured not to third party claimants. | Private action | Declines to hold that private right of action created, but might be possible if plaintiff shows conduct with such frequency as to indicate general business practice. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---------------------------------|--|--|---|--|
| OH (8/23) | § 3901.21 | UTPA | No, by judicial interpretation. <i>Strack v. Westfield</i> , 515 N.E.2d 1005 (Ohio Ct. App. 1985). | No, by judicial interpretation. | Administrative | Statute does not create implied cause of action in favor of insureds. |
| | OAC 3901-1-07; 3901-1-54 | UCSPA; claims settlement | No, by statute. Ohio DOI rules do not create private cause of action and are not a bad faith standard. <i>Furr v. State Farm Mut. Auto. Ins.</i> , 716 N.E.2d 250 (Ohio Ct. App. 1998). | No, by statute. | Administrative | Uniform minimum standards for dispensing of claims; nothing shall be construed to create or imply a cause of action. |
| | <i>Hoskins v. Aetna Life Ins. Co.</i> , 452 N.E.2d 1315 (Ohio 1983); <i>Zoppo v. Homestead Ins. Co.</i> , 644 N.E.2d 397 (Ohio 1994); <i>Motorists Mut. Ins. Co. v. Said</i> , 590 N.E.2d 1228 (Ohio 1992) (overruled on other grounds by <i>Zoppo</i>); <i>Furr v. State Farm Mut. Auto. Ins. Co.</i> , 716 N.E.2d 250 (Ohio Ct. App. 1998). | Common law bad faith tort claim | Yes, by judicial interpretation. | Yes, by judicial interpretation. Legal duty of good faith imposed by law on insurer applies with equal force to insurer's settlement of third party claims against its insured as it does to those claims brought by insured himself or herself. | Compensatory damages, including attorney fees, flowing from insurer's bad faith conduct and caused by insurer's breach. | Insurer has duty of good faith to insured and a bad faith refusal to settle gives rise to a claim in tort. Finding of bad faith does not automatically entitle an insured to punitive damages; rather, such an award requires a finding of malice where refusal to pay claim is not predicated upon circumstances that furnish reasonable justification. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|---|--|--|---|---|---|
| OK (8/23) | <p>36 Okl.St. Ann. §§ 1250.1 to 1250.16</p> <p><i>Boling v. New Amsterdam Cas. Co.</i>, 173 Okla. 160 (1935).</p> <p><i>McWhirter v. Fire Ins. Exch., Inc.</i>, 878 P.2d 1056 (Okla. 1994).</p> | <p>UCSPA</p> <p>Common law bad faith tort claim</p> <p>Common law bad faith tort claim</p> | <p>No, by judicial interpretation. <i>Walker v. Chouteau Lime Co.</i>, 849 P.2d 1085 (Okla. 1993).</p> <p>Yes, by judicial interpretation.</p> | <p>No, by judicial interpretation.</p> <p>No, by judicial interpretation.</p> | <p>Administrative</p> <p>Private action</p> | <p>No private right of action through UCSPA.</p> <p>The duty arises from the contractual relationship between the insurer and the insured. Third parties are not in the contract. Absent a contractual or statutory relationship, there is no duty.</p> |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---------------------------------|---|---|-----------------|---|
| OR (8/23) | § 746.230 | UTPA, UCSPA | No, by judicial interpretation. <i>Richardson v. Guardian Life Ins. Co. of Am.</i> , 984 P.2d 917 (Or. Ct. App. 1999). | No, by judicial interpretation. | Administrative | UCSPs defined Violations of statute are not independently actionable. If a defendant negligently breaches, the injured party may bring a claim for negligence if the defendant is subject to a standard of care independent of the contract. |
| | <i>Georgetown Realty, Inc. v. Home Ins. Co.</i> , 831 P.2d 7 (Or. 1992); <i>Farris v. U.S. Fid. & Guar. Co.</i> , 587 P.2d 1015 (Or. 1978). | Common law bad faith tort claim | Yes, by judicial interpretation. | | | |
| | <i>Stahl v. State Farm Fire & Cas. Co.</i> , 977 F.2d 591 (9th Cir. 1992). | Common law bad faith tort claim | Yes, by judicial interpretation. | No, by judicial interpretation. | | |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|--|--|--|-----------------|---|
| PA (8/23) | 40 Pa. Stat. Ann. §§ 1171.1 to 1171.14 | UTPA | No, by judicial interpretation. | No, by judicial interpretation. | Administrative | <i>Harrison v. Nationwide Mut. Fire Ins. Co.</i> , 580 F. Supp 133 (E.D. Pa. 1983); no private right of action. |
| | 42 Pa. Stat. Ann. § 8371 | Bad faith judgment statute | Yes, by judicial interpretation. | No, by judicial interpretation; <i>Strutz v. State Farm Mut. Ins. Co.</i> , 609 A.2d 569 (Pa. Super. 1992) (however, third party beneficiaries may have standing). | Private action | If insurer acted in bad faith towards insured then punitive damages, compensatory damages, and interest are available under private cause of action. Bad faith claims under this statute are expressly preempted by ERISA. <i>Haase v. Metropolitan Life Ins. Co.</i> , 198 F. Supp 3d 412 (E.D. Pa. 2016). |
| | 73 P.S. 201-1 to 201-9.3 | Consumer protection statute | Yes, by judicial interpretation, but see note. | Yes, by judicial interpretation, but see note. | Private action | Requires misfeasance for private right of action. Nonfeasance is not actionable under consumer protection statute. <i>Nordi v. Keystone Health Plan West Inc.</i> , 989 A.2d 376 (Pa. Super. Ct. 2010). |
| PR (8/23) | 26 L.P.R.A. §§ 2716a; 2735 | Unfair claim adjustment practices or actions | Statute implies administrative remedy. | Not addressed | Administrative | |
| | <i>Event Producers, Inc. v. Tyser & Co.</i> , 854 F. Supp. 35 (D.P.R. 1993), aff'd, 37 F.3d 1484 (1st Cir. P.R. 1994). | Common law bad faith | Yes, by judicial interpretation, see note. | Not addressed | Private action | Insureds cannot maintain bad faith action where record contained no allegations of conscious wrongdoing and insurers had reasonable basis for denying claim. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---------------------------------|---|---|---|--|
| RI (8/23) | § 9-1-50 | Claims settlement | Yes, by statute. | Ambiguous | Punitive damages, interest, other penalties | Allows private cause of action where settled claims not paid within 30 days from claimant's release. |
| | § 9-1-33 | Civil procedure | Yes, by statute. | No, by statute. | Compensatory and punitive damages, attorney fees | Insured may take action against insurer for wrongful and bad faith refusal to pay or settle claim. |
| | §§ 27-9.1-1 to 27-9.1-9 | UCSPA | No, by statute. | No, by statute. | Administrative | UCSPs defined; nothing shall be construed to create or imply a private cause of action. |
| | <i>Bibeault v. Hanover Ins. Co.</i> , 417 A.2d 313 (R.I. 1980). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action: compensatory and punitive damages; attorney's fees only by contract or statute. | Bad faith refusal to pay a claim can give rise to an independent tort. |
| | <i>Auclair v. Nationwide Mut. Ins. Co.</i> , 505 A.2d 431 (R.I. 1986). | Common law bad faith tort claim | | No, by judicial interpretation. | | Duty of good faith owed to insured and not third party claimant. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|---|--|---|--|---|-----------------------------|
| SC (8/23) | <p>§§ 38-59-10 to 38-59-50</p> <p><i>Tadlock Painting Co. v. Md. Cas. Co.</i>, 473 S.E.2d 52 (S.C. 1996).</p> <p><i>Gaskins v. Southern Farm Bureau Cas. Ins. Co.</i>, 541 S.E.2d 269 (S.C. Ct. App. 2000).</p> | <p>UCSPA—health, surety, marine, title</p> <p>Common law bad faith tort claim</p> <p>Common law bad faith tort claim</p> | <p>No, by judicial interpretation; <i>Ocean Winds Council of Co-Owners v. Auto Owners Ins. Co.</i>, 241 F. Supp. 2d 572 (D. S.C. 2002).</p> <p>Yes, by judicial interpretation.</p> | <p>No, by judicial interpretation; <i>Masterclean, Inc. v. Star Ins. Co.</i>, 556 S.E.2d 371 (S.C. 2001).</p> <p>No, by judicial interpretation.</p> | <p>Administrative</p> <p>Private action</p> | No private right of action. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|---|---------------------------------|---|---|-----------------|--|
| SD (8/23) | §§ 58-33-67; 58-33-69 | UTPA | No, by statute. <i>Anderson v. Western Nat'l Mut. Ins. Co.</i> , 857 F. Supp. 2d 896 (D.S.D. 2012). | No, by statute. | Administrative | No private right of action exists under § 58-33-67 for a bad faith settlement claim by an insured against an insurer. An insurer's violation of the UTPA provision that is focused on the adoption of reasonable standards to provide for the timely investigation of claims does not prove either prong of the South Dakota bad faith test. |
| | § 58-33-46.1 | UTPA | Yes, by statute. <i>Signature Dev., LLC v. Mid-Continent Cas. Co.</i> , 2012 WL 4321322 (D.S.D. Sept. 18, 2012). | Yes, by statute. | Private action | Any person injured by any prohibited practices in UTPA can bring an action to recover consequential and actual damages as well as attorney's fees. |
| | <i>Anderson v. Western Nat'l Mut. Ins. Co.</i> , 857 F. Supp. 2d 896 (D.S.D. 2012). | Common law bad faith tort claim | Yes, by judicial interpretation. | | | The tort of bad faith in South Dakota focuses on whether or not the insurer had a reasonable basis for denying benefits under the policy and whether the insurer knew or recklessly disregarded the lack of a reasonable basis in denying the claim. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|----------------------------|------------------------------|---|---|---|--|
| TN (8/23) | §§ 56-8-101 to 56-8-113 | UTPA and UCSPA | No, by statute. | No, by statute. | Administrative | UCSPs defined; sole enforcement authority to commissioner; private right of action may not be maintained. |
| | § 56-7-105 | Claims settlement; bad faith | Yes, by judicial interpretation. <i>Stooksbury v. Am. Nat'l Prop. & Cas. Co.</i> , 126 S.W.3d 505 (Tenn. Ct. App. 2003). | Not addressed | Loss, interest, financial penalty, attorneys' fees | Contemplates legal action for refusal to pay claims within 60 days of demand. |
| | § 47-18-101 | Consumer protection statute | Yes, by judicial interpretation. <i>Myint v. Allstate Ins. Co.</i> , 970 S.W.2d 920 (Tenn. 1998). | Yes, by judicial interpretation. | Private action with ability to recover actual damages, penalties, attorneys' fees, and court costs. | Statute provides private right of action for any unfair or deceptive practices affecting the conduct of any trade or commerce. |
| TX (8/23) | I.C. §§ 541.151 to 541.162 | UTPA | Yes, by statute. | Yes, by statute. | Private action with availability to recover actual damages, penalties, costs, and attorneys' fees. | Any individual injured by enumerated unfair trade practice, which includes unfair claims settlement practices, may bring private cause of action to recover damages. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|--|--|---|--------------------------------------|--|
| UT (8/23) | §§ 31A-26-301 to 31A-26-310 <i>Ammerman v. Farmer's Ins. Exch.</i> , 430 P.2d 576 (Utah 1967); <i>Beck v. Farmer's Ins. Exch.</i> , 701 P.2d 795 (Utah 1985); <i>Billings v. Union Bankers Ins. Co.</i> , 918 P.2d 461 (Utah 1996). | UCSPA Common law bad faith tort claim | No, by statute. Yes, by judicial interpretation. | No, by statute. | Administrative Private action | No private right of action created. Bad faith refusal claim in third party settlement is tort but not in first party because of nature of fiduciary agreement. However, damages available in first party claim, though viewed as breach of contract, are allowed to include consequential damages unlike typical contract recovery. |
| | <i>Sperry v. Sperry</i> , 990 P.2d 381 (Utah 1999). | Common law bad faith tort claim | | No, by judicial interpretation. | | |
| VT (8/23) | 8 V.S.A. §§ 4721 to 4726 | UTPA | No, by judicial interpretation. <i>Wilder v. Aetna Life & Cas. Co.</i> , 433 A.2d 309 (Vt. 1981). | No, by judicial interpretation. | Administrative | No private right of action created under UTPA or consumer fraud statute. |
| | <i>Bushey v. Allstate Ins. Co.</i> , 670 A.2d 807 (Vt. 1995). | Common law bad faith tort claim | Yes, by judicial interpretation. | | Private action | |
| | <i>Larocque v. State Farm Ins. Co.</i> , 660 A.2d 286 (Vt. 1995). | Common law bad faith tort claim | | No, by judicial interpretation. | Private action | |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|---|--|--|---|-----------------|--|
| VI (8/23) | No provision | | | | | |
| VA (8/23) | § 38.2-510 | UCSPA | No, by statute. | No, by statute. | Administrative | No private cause of action created by UCSPA. |
| | § 38.2-209 | General insurance provisions | Yes, by statute. | No, by statute. | Private action | Insured may sue to determine coverage under a policy and if it is shown that the claim was unreasonably or in bad faith denied plaintiff can be awarded attorneys' fees. |
| | <i>TIG Ins. Co. v. Alfa Laval, Inc.</i> , 2008 WL 639894 (E.D. Va. March 5, 2008); <i>A&E Supply Co. Inc. v. Nationwide Mut. Fire Ins. Co.</i> , 798 F.2d 669 (4th Cir. 1986). <i>Levine v. Selective Ins. Co. of Am.</i> , 462 S.E.2d 81 (Va. 1995). | Common law bad faith tort claim Common law bad faith tort claim | No, by judicial interpretation. Unsettled by Virginia courts but federal courts have predicted that the Virginia Supreme Court would not recognize a bad faith tort claim but rather a breach of contract claim. | No, by judicial interpretation. | Private action | Proof of independent, willful tort beyond mere breach of duty imposed by contract is required for punitive damages. <i>Kamlar Corp. v. Haley</i> , 299 S.E.2d 514 (Va. 1983). Third party beneficiaries may recover from an insurer through contract. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|--|---|--|--|---|--|
| WA (6/23) | §§ 19.86.020; 19.86.090 § 48.30.010 | Consumer protection statute UTPA | Yes, by judicial interpretation. Yes, through consumer protection statute; <i>Indus. Indem. Co. of the Nw., Inc. v. Kallevig</i> , 792 P.2d 520 (Wash. 1990). | Yes, by statute. | Private action with recovery of damages, costs, attorneys' fees, and penalties available. | |
| WV (8/23) | §§ 33-11-1 to 33-11-10 | UTPA, UCSPA | Yes, by judicial interpretation; <i>Poling v. Motorists Mut. Ins. Co.</i> , 450 S.E.2d 635 (W.V. 1994). | Yes, by judicial interpretation only under UTPA. | Administrative; private action by judicial interpretation. | Private right of action allowed for violations of UCSP provisions of UTPA. |

PRIVATE RIGHTS OF ACTION FOR UNFAIR CLAIMS SETTLEMENT PRACTICES

| STATE | CITATION | SOURCE | PERMITS FIRST PARTY PRIVATE RIGHT OF ACTION | PERMITS THIRD PARTY PRIVATE RIGHT OF ACTION | MEANS OF REMEDY | NOTES |
|--------------|---|---------------------------------|---|--|---------------------------------|--|
| WI (8/23) | Wis. Adm. Code § Ins. 6.11 | UCSPA | No, by judicial interpretation. | No, by judicial interpretation. | Administrative | <i>Kranzush v. Badger State Mut. Cas. Co.</i> , 307 N.W.2d 256 (Wis. 1981); no private right of action. |
| | <i>Kranzush v. Badger State Mut. Cas. Co.</i> , 307 N.W.2d 256 (Wis. 1981). | Common law bad faith tort claim | Yes, by judicial interpretation. | No, by judicial interpretation. | | |
| WY (8/23) | § 26-13-124 | UTPA | No, by judicial interpretation. | No, by judicial interpretation. | Administrative | No indication of intent to create private cause of action. <i>Herrig v. Herrig</i> , 844 P.2d 487 (Wyo. 1992). |
| | § 26-15-124 | Claims settlement | Yes, by judicial interpretation. | Yes, by judicial interpretation, but only after claim reduced to judgment or settlement. | Loss, interest, attorneys' fees | <i>Herrig v. Herrig</i> , 844 P.2d 487 (Wyo. 1992). |
| | <i>Herrig v. Herrig</i> , 844 P.2d 487 (Wyo. 1992). | Common law bad faith tort claim | Yes, by judicial interpretation. | No, by judicial interpretation. | Private action | |

This chart does not constitute a formal legal opinion by the NAIC staff on the provisions of state law and should not be relied upon as such. Every effort has been made to provide correct and accurate summaries to assist the reader in targeting useful information. For further details, the statutes and regulations cited should be consulted. The NAIC attempts to provide current information; however, readers should consult state law for additional adoptions.