

1 submitted by the insured;

2 E. not attempting in good faith to effectuate
3 prompt, fair and equitable settlements of an insured's
4 claims in which liability has become reasonably clear;

5 F. failing to settle all catastrophic claims
6 within a ninety-day period after the assignment of a
7 catastrophic claim number when a catastrophic loss has
8 been declared;

9 G. compelling insureds to institute litigation
10 to recover amounts due under policy by offering substantially
11 less than the amounts ultimately recovered in actions brought
12 by such insureds when such insureds have made claims for
13 amounts reasonably similar to amounts ultimately recovered;

14 H. attempting to settle a claim by an insured for
15 less than the amount to which a reasonable person would have
16 believed the insured was entitled by reference to written or
17 printed advertising material accompanying or made part of an
18 application;

19 I. attempting to settle claims on the basis of an
20 application that was altered without notice to, or knowledge
21 or consent of, the insured or the insured's representative,
22 agent or broker;

23 J. failing, after payment of a claim, to inform
24 insureds or beneficiaries, upon request by them, of the
25 coverage under which payment has been made;

1 K. making known to insureds or claimants a
2 practice of insurer of appealing from arbitration awards in
3 favor of insureds or claimants for the purpose of compelling
4 them to accept settlements or compromises less than the amount
5 awarded in arbitration;

6 L. delaying the investigation or payment of
7 claims by requiring an insured, a claimant or the physician
8 of either to submit a preliminary claim report and then
9 requiring the subsequent submission of formal proof of loss
10 forms, both of which submissions contain substantially the
11 same information;

12 M. failing to settle an insured's claims promptly
13 where liability has become apparent under one portion of the
14 policy coverage in order to influence settlement under other
15 portions of the policy coverage;

16 N. failing to promptly provide an insured a
17 reasonable explanation of the basis relied on in the policy in
18 relation to the facts or applicable law for denial of a claim
19 or for the offer of a compromise settlement;

20 O. violating a provision of the Domestic Abuse
21 Insurance Protection Act; or

22 P. treating an insured's inquiry relating to
23 damage or loss as a claim when the facts of the inquiry are
24 not covered in the policy, the insurer makes no payment to or
25 on behalf of the insured and the claim does not involve

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deceptive practices on the part of the insured.”