

2023 Regular Session

HOUSE BILL NO. 601

BY REPRESENTATIVE HUVAL AND SENATOR TALBOT

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

INSURANCE: Provides relative to bad faith claims against insurers

1 AN ACT

2 To amend and reenact R.S. 22:1892(A)(1) through (4) and (B)(4), to enact R.S. 22:46(29)

3 through (32), 1892(B)(1)(c), and 1892.2, and to repeal R.S. 22:1892(A)(5) and (6),

4 (B)(6), and (E) through (G), relative to bad faith insurance claims, to provide for

5 remedies for policyholders against bad faith insurers; to provide for definitions; to

6 provide for the payment and adjustment of certain insurance claims; to provide for

7 the payment of any undisputed amount due on a claim; to provide for the initiation

8 of loss adjustment; to provide for authorization to request specific documents; to

9 provide for written notice; to provide for appraisal procedures; and to provide for

10 related matters.

11 Be it enacted by the Legislature of Louisiana:

12 Section 1. R.S. 22:1892(A)(1) through (4) and (B)(1) and (4) are hereby amended

13 and reenacted and R.S. 22:46(29) through (32) and 1892.2 are hereby enacted to read as

14 follows:

15 §46. General definitions

16 In this Code, unless the context requires, the following definitions apply:

17 * * *

18 (29) "Amount of any claim due" means the amount of a covered loss over

19 which reasonable minds could not differ as determined by the trial court.

1 (3) Except in the case of catastrophic loss, the insurer shall initiate loss
 2 adjustment of a property damage claim ~~and~~ or of a claim for reasonable medical
 3 expenses within ~~fourteen~~ fifteen days after notification of loss by the claimant. In
 4 the case of catastrophic loss, the insurer shall initiate loss adjustment of a property
 5 damage claim within thirty days after notification of loss by the claimant except that
 6 the commissioner may promulgate a rule for extending the time period for initiating
 7 a loss adjustment for damages arising from a presidentially declared emergency or
 8 disaster or a gubernatorially declared emergency or disaster up to an additional thirty
 9 days. Thereafter, ~~only~~ one additional thirty-day extension of the period of time for
 10 initiating a loss adjustment may be allowed, or a longer period of time if necessitated
 11 by civil authority orders that have prohibited access to the property subsequent to the
 12 notification of loss, and ~~must be~~ only if first approved by the Senate Committee on
 13 Insurance and the House Committee on Insurance, voting separately. Failure to
 14 comply with the provisions of this Paragraph shall subject the insurer to the penalties
 15 provided in R.S. 22:1973.

16 (4) All insurers shall make a written offer to settle any property damage
 17 claim, including a third-party claim, within thirty days after receipt of satisfactory
 18 proofs of loss ~~of that claim.~~

19 * * *

20 B.(1)

21 * * *

22 (c) Claims for penalties and attorney fees pursuant to this Paragraph are
 23 subject to a liberative prescriptive period of two years.

24 * * *

25 (4) Whenever a property damage claim is on a personal vehicle owned by
 26 the third party claimant and as a direct consequence of the inactions of the insurer
 27 and the third party claimant's loss the third party claimant is deprived of use of the
 28 personal vehicle for more than five working days, excluding Saturdays, Sundays, and
 29 holidays, the insurer responsible for payment of the claim shall pay, to the extent

1 preclude the insured from submitting a new signed proof of loss statement if any
2 additional, covered damages is discovered. An insurer is not deemed to have
3 received satisfactory proof of loss until it has initiated a loss adjustment in
4 accordance with Paragraph (3) of this Subsection.

5 (b) An insurer shall not require from the insured in a signed statement in
6 proof of loss any more than the following information, if known:

7 (i) Time and origin of the loss.

8 (ii) Occupancy of the structure.

9 (iii) Title and interest in the property.

10 (iv) Existence or non-existence of other insurance.

11 (v) Amount of loss under each coverage.

12 (vi) Signature of insured and date.

13 (3)(a) Except in the case of catastrophic loss, the insurer shall acknowledge
14 receipt of a claim, initiate loss adjustment of a property damage claim, and request
15 from the insured any items, statements, and forms that the insurer reasonably
16 believes, at that time, will be required from the insured within fifteen days after
17 notification of loss by the insured. The insurer shall send acknowledgment of its
18 receipt to the insured either by United States Postal Service mail, private commercial
19 carrier, electronic delivery, or hand delivery.

20 (b) Except in the case of catastrophic loss, failure to initiate loss adjustment
21 of a property damage claim within fifteen days after notification of loss by the
22 insured in accordance with Subparagraph (a) of this Paragraph shall subject the
23 insurer to the penalties provided in R.S. 22:1973.

24 (c) Notwithstanding the provisions of R.S. 22:1312, in the case of
25 catastrophic loss, the insurer shall acknowledge receipt of a claim, initiate loss
26 adjustment of the property damage claim, and request from the insured any items,
27 statements, and forms that the insurer reasonably believes, at that time, will be
28 required from the insured within thirty days after notification of loss by the insured.
29 However, the commissioner may promulgate and adopt a rule in accordance with the

1 Administrative Procedure Act to extend the time period up to an additional thirty
2 days for an insurer to initiate a loss adjustment claim for damages arising from a
3 presidentially declared emergency or disaster or a gubernatorially declared
4 emergency or disaster. Thereafter, only one additional extension of the period of
5 time for initiating a loss adjustment may be allowed and shall be approved by the
6 Senate Committee on Insurance and the House Committee on Insurance, voting
7 separately. Failure to comply with the provisions of this Paragraph shall subject the
8 insurer to the penalties provided in R.S. 22:1973. In such cases that an insurer
9 requires a signed statement in proof of loss as a condition of satisfactory proof of
10 loss, the insurer shall provide the insured a form on which the insured shall submit
11 his signed statement in proof of loss within thirty days after the insured's notification
12 of loss as prescribed in this Subparagraph. The insurer shall send acknowledgment
13 of its receipt to the insured either by United States mail, private commercial carrier,
14 electronic delivery, or hand delivery.

15 (d) An insurer may make additional requests for information or inspection
16 if during the investigation of the claim the additional requests are necessary. A
17 request for information already furnished in its entirety by the insured shall have no
18 effect on the insurer's deadlines for the loss adjustment of a property damage claim
19 as set forth in this Paragraph.

20 (e) For matters remaining in dispute once an insurer has received all items,
21 statements, and forms requested by the insurer, or has completed requested
22 inspections or reinspections, an insurer shall accept or reject a claim within fifteen
23 days of receiving all items, statements, or forms, or within fifteen days from the
24 inspection or reinspection requested by the insurer to determine satisfactory proof
25 of loss. The acceptance or denial of a claim may be in whole or in part.

26 (f) For matters remaining in dispute once an insurer has received all items,
27 statements, and forms requested by the insurer, or completed requested inspections
28 or reinspections, if an insurer is unable to accept or reject a claim within fifteen days
29 after receiving the items, statements, and forms requested by an insurer, or after

1 completing a requested inspection or reinspection, the insurer, within that same time
2 period, shall notify the insured of the reasons that the insurer needs additional time
3 to assess the claim. The insurer shall thereafter accept or reject the claim in whole
4 or in part no later than thirty days from the date on which the insurer notified the
5 insured of the reasons that the insurer needed additional time to assess the claim.

6 (g) In the case of catastrophic loss, the claims handling deadlines imposed
7 in Subparagraphs (e) and (f) of this Paragraph shall be extended for an additional
8 fifteen days.

9 (h) Nothing in this Paragraph shall be construed to relieve an insurer of its
10 obligation to transmit payment of the amount of any claim due to any insured within
11 thirty days after receipt of satisfactory proof of loss as set forth in Paragraph (1) of
12 this Subsection, nor to extend any deadline for payment when the requested
13 information or inspection is found by the trier of fact to be unnecessary considering
14 all other proof of the loss then available to the insurer or if the request was not made
15 in a reasonable period.

16 (i) Nothing in this Paragraph shall be construed to prohibit an insured from
17 making a supplemental claim, nor to relieve an insurer from the obligation to
18 conduct a supplemental investigation or make a supplemental payment, if warranted
19 by the facts of a supplemental claim. A supplemental claim adds new found damage
20 or additional costs to the original claim. The fact that an insurer makes a
21 supplemental payment shall not itself be construed as evidence of a violation of this
22 Section or R.S. 22:1973.

23 (j) Neither the identification of covered losses nor amounts of loss listed in
24 a proof of loss created by an insurer or its agent relieves the insurer from its
25 obligation to its insured to refrain from arbitrary, capricious, or without probable
26 cause handling of its insured's claim.

27 (4) An insurer shall issue a copy of the insurer's field adjuster report, relative
28 to the insured's property damage claim, to the insured within fifteen days of
29 receiving a request for such from the insured.

1 (5) If an insurer issues a check, draft, or other negotiable instrument that is
2 jointly payable to an insured and a mortgagee or mortgage servicer as payment of
3 insurance settlement proceeds for multiple types of coverage, the insurer shall
4 provide with the check, draft, or other negotiable instrument a statement indicating
5 the dollar amount of insurance settlement proceeds paid under each type of coverage
6 including but not limited to dwelling, personal property, and additional living
7 expenses. In lieu of issuing a statement pursuant to this Paragraph, an insurer may
8 issue separate checks, drafts, or other negotiable instruments for payment of each
9 type of coverage which shall include the specific type of coverage and amount being
10 paid under each coverage.

11 B.(1)(a) Except as provided in Subparagraphs (A)(3)(b) and (c) of this
12 Section and Subparagraph (b) of this Paragraph, failure to comply with Paragraphs
13 (A)(1) through (3) of this Section, when such failure is found to be arbitrary,
14 capricious, or without probable cause, shall subject the insurer to a penalty, in
15 addition to the amount of the loss, of fifty percent damages on the amount found to
16 be due from the insurer to the insured, or one thousand dollars, whichever is greater,
17 payable to the insured, or in the event a partial payment or tender has been made,
18 fifty percent of the difference between the amount timely paid or tendered and the
19 amount found to be due as well as reasonable attorney fees and costs. Such
20 penalties, if awarded, shall not be used by the insurer in computing either past or
21 prospective loss experience for the purpose of setting rates or making rate filings.

22 (b) Subject to the provisions of Subparagraph (A)(3)(c) of this Section, in the
23 case of catastrophic loss, failure to comply with Paragraphs (A)(1) through (3) of this
24 Section, when such failure is found to be arbitrary, capricious, or without probable
25 cause, shall subject the insurer to a penalty, in addition to the amount of the loss, of
26 fifty percent damages on the amount found to be due from the insurer to the insured,
27 or two thousand five hundred dollars, whichever is greater, payable to the insured,
28 or in the event a partial payment or tender has been made, fifty percent of the
29 difference between the amount paid or tendered and the amount found to be due as

1 well as reasonable attorney fees and costs or two thousand five hundred dollars,
2 whichever is greater. The penalties, if awarded, shall not be used by the insurer in
3 computing either past or prospective loss experience for the purpose of setting rates
4 or making rate filings.

5 (c) Claims for penalties and attorney fees pursuant to this Paragraph are
6 subject to a liberative prescription of two years.

7 (2) The period prescribed in Subsection C of this Section for payment of
8 losses resulting from fire and the penalty provisions for nonpayment within the
9 period do not apply where the loss from fire was arson-related and the state fire
10 marshal or other state or local investigative bodies have the loss under active arson
11 investigation. The provisions relative to the time of payment and penalties shall
12 commence to run upon certification of the investigating authority that there is no
13 evidence of arson or that there is insufficient evidence to warrant further
14 proceedings.

15 (3) The provisions relative to suspension of payment due to arson do not
16 apply to a bona fide lender which holds a valid recorded mortgage on the property
17 in question.

18 (4)(a) For the purposes of this Paragraph, the following terms have the
19 meanings ascribed to them:

20 (i) "Damaged property" means a dwelling, structure, personal property, or
21 any other property, except a vehicle, that requires repairs, replacement, restoration,
22 or remediation to reestablish its former condition.

23 (ii) "Depreciation" means depreciation including but not limited to the costs
24 of goods, materials, labor, and services necessary to replace, repair, or rebuild
25 damaged property.

26 (b) An insurance policy covering damaged property may allow for
27 depreciation.

1 (c) In an insurance policy covering damaged property, the insured shall
2 provide, on a form approved by the commissioner, notice to the insured that
3 depreciation may be deducted or withheld from a claim payment.

4 (d) If depreciation is applied to a loss for damaged property, the insurer shall
5 provide a written explanation to the insured as to how the depreciation was
6 calculated.

7 (e) Depreciation shall be reasonable and based on a combination of objective
8 criteria and subjective assessment, including the actual condition of the property
9 prior to loss.

10 C.(1) All claims for losses resulting from fire brought by insureds against an
11 insurer shall be paid by check or draft of the insurer or, if offered by the insurer and
12 the insured requests, electronic transfer of funds to the order of the insured to whom
13 payment of the claim is due pursuant to the policy provisions, or his attorney, or
14 upon direction of the insured to one specified.

15 (2) An insurer shall not intentionally or unreasonably delay, for more than
16 three calendar days, exclusive of Saturdays, Sundays, and legal holidays, after
17 presentation for collection, the processing of any properly executed and endorsed
18 check or draft issued in settlement of an insurance claim.

19 (3) Any insurer violating this Subsection shall pay the insured or claimant
20 a penalty of two hundred dollars or fifteen percent of the face amount of the check
21 or draft, whichever is greater.

22 D.(1) An insurer shall not require that repairs, replacement, restoration, or
23 remediation be made to an insured's property by a particular preferred vendor or
24 recommended contractor.

25 (2) An insurer shall not recommend the use of a particular preferred vendor
26 or recommended contractor without informing the insured or claimant that the
27 insured or claimant is under no obligation to use the preferred vendor or
28 recommended contractor to complete repairs, replacement, restoration, or
29 remediation of the insured's property.

1 E.(1) An insurer shall include a general contractor's overhead and profit in
2 payments for losses when the services of a general contractor are reasonably
3 foreseeable. This requirement applies to policies that provide for the adjustment and
4 settlement of losses on a replacement cost basis and to policies that provide for the
5 adjustment and settlement of losses on an actual cash value basis.

6 (2) The deduction of prospective contractor overhead, prospective contractor
7 profit, and sales tax in determining the actual cash value of an adjustment or
8 settlement is not allowed on replacement cost policies or on actual cash value
9 policies.

10 F.(1) Residential property insurance policies shall contain the following
11 provision, with permission to substitute the words "this Company" with a more
12 accurate descriptive term for the insurer:

13 "Appraisal. If you and this Company fail to agree as to the amount of loss,
14 either party may demand that the amount of the loss be set by appraisal. If either
15 party makes a written demand for appraisal, each party shall select a competent,
16 impartial, and disinterested appraiser and notify the other party of his appraiser's
17 identity within twenty days of receipt of the written demand for appraisal. The
18 appraisers shall select a competent, impartial, and disinterested umpire. If, after
19 fifteen days, the appraisers have not agreed upon who will serve as umpire, the
20 umpire shall be appointed by a judge of the court of record in which the property is
21 located. The appraisers shall appraise the loss. If the appraisers submit written
22 notice of an agreement as to the amount of the loss to this Company, the amount
23 agreed upon shall set the amount of the loss. If the appraisers fail to agree within
24 thirty days, the appraisers shall submit their differences along with any supporting
25 documentation to the umpire, who shall appraise the loss. The appraisers may
26 extend the time to sixty days for which they shall agree upon the amount of loss or
27 submit their differences and supporting documents to the umpire, if the extension is
28 agreed to by the appraisers from both parties. A written agreement signed by the
29 umpire and either party's appraiser shall set the amount of the loss, pursuant to the

1 appraisal process, but shall not preclude either party from exercising its rights under
2 the policy or the law. Each appraiser shall be paid by the party selecting that
3 appraiser. Other expenses of the appraisal and the expenses of the umpire shall be
4 divided and paid in equal shares by you and this Company. If there is an appraisal
5 award, all applicable policy terms, limits, deductibles, and conditions shall apply. If
6 you file a lawsuit relative to this policy against this Company, the lawsuit will be
7 held in abatement during the period between a timely demand for appraisal and the
8 deadline for execution of an appraisal award, pursuant to this clause. The court of
9 record in which the property is located may enforce the deadlines of this clause, set
10 a reasonable deadline for timely demanding appraisal after all parties have filed
11 pleadings in a lawsuit, and require compliance with discovery and disclosure
12 obligations relative to aspects of the lawsuit unrelated to the appraisal."

13 (2) Appraisal shall be limited to the scope of and cost to repair or replace
14 covered damage.

15 (3) At least ten days before demanding appraisal, the party seeking appraisal
16 shall provide the other party with written documentation of the dispute as to the
17 amount of the loss, identifying the items of the dispute.

18 (4) Appraisers shall create written line-item estimates itemized by applicable
19 coverages, causes of loss, scope, sub limits, policy provisions, and actual cash value
20 or replacement cost value where applicable.

21 (5) An appraisal award shall include an attached written line-item estimate
22 itemized by applicable coverages, causes of loss, scope, sub limits, policy provisions,
23 and actual cash value or replacement cost value where applicable.

24 (6) An insurer's tender of undisputed additional amounts to the insured
25 within thirty days of the insurer's receipt of a valid appraisal award does not itself
26 constitute evidence of bad faith on the part of the insurer.

27 (7) If either party to an appraisal feels engagement of a specialist is required
28 to assist the appraisers, either party may engage such specialist at its own costs and

Proposed law retains present law but further authorizes an additional period of time with respect to catastrophic losses if necessitated by civil authority orders that have prohibited certain access to the insured property.

Present law requires insurers to make a written offer to settle any property damage claim, including a third-party claim, within 30 days after receipt of satisfactory proof of loss of that claim.

Proposed law retains present law and makes technical changes.

Proposed law provides that claims for penalties and attorney fees are subject to a liberative prescriptive period of two years.

Proposed law requires insurers adjusting an insurance policy that covers immovable property, including manufactured and modular homes as defined in present law, to transmit payment of the amount of any claim due to an insured within 30 days after receipt of satisfactory proof of loss from the insured or any party in interest.

Present law provides that an insurer's failure to make such payment within 30 days after receipt of satisfactory proof of loss and demand therefor or failure to make a written offer to settle any property damage claim, including a third-party claim, subjects the insurer to certain present law penalties.

Proposed law retains present law.

Proposed law provides that for purposes of a claim brought due to a breach of present law relating to payment and adjustment of a first-party claim arising under an insurance policy for immovable property, including manufactured and modular homes as defined in present law, "satisfactory proof of loss" means the insurer has received proof that is sufficient to establish the extent of covered damages and the amount due on an insurance claim.

Proposed law authorizes an insurer to require an insured's completion of a signed statement in proof of loss to support a claim for immovable property coverage. Further prohibits the signed statement as a condition of satisfactory proof of loss.

Proposed law requires an insurer, in the case of catastrophic loss, to acknowledge receipt of a claim, initiate loss adjustment of property damage claim expenses, and request from the insured any items, statements, and forms that the insurer reasonably believes, at that time, will be required from the insured within 15 days after notification of loss by the insured. Proposed law further requires an insurer to acknowledge its receipt to the insured by U.S.P.S. mail, private commercial carrier, electronic delivery, or hand delivery.

Proposed law provides that an insurer's failure to initiate loss adjustment of a property damage claim within 15 days after notification of loss by the insured in accordance with proposed law subjects the insurer to the penalties provided in present law.

Proposed law requires an insurer, in the case of catastrophic loss, to acknowledge receipt of a claim, initiate loss adjustment of the property damage claim, and request from the insured any items, statements, and forms that the insurer reasonably believes, at that time, will be required from the insured within 30 days after notification of loss by the insured.

Proposed law authorizes the commissioner to promulgate and adopt a rule in accordance with the APA to extend the time period up to an additional 30 days for an insurer to initiate a loss adjustment claim for damages arising from a presidentially declared emergency or disaster or a gubernatorially declared emergency or disaster.

Proposed law provides that thereafter, only one additional extension of the period of time for initiating a loss adjustment may be allowed and must be approved by the Senate Committee on Insurance and the House Committee on Insurance, voting separately.

Proposed law requires the insurer to provide the insured with a form upon which the insured is required to submit his signed statement in proof of loss within 30 days after the insured's notification of loss.

Proposed law requires the insurer to send acknowledgment of its receipt to the insured either by U.S.P.S. mail, private commercial carrier, electronic delivery, or hand delivery.

Proposed law authorizes an insurer to make additional requests for information or inspection if during the investigation of the claim the additional requests are found to be necessary.

Proposed law requires an insurer to accept or reject a claim within 15 days of receiving all satisfactory proof of loss with respect to matters remaining in dispute once an insurer has received all items, statements, and forms requested by the insurer, or has completed requested inspections or reinspections.

Proposed law provides that for matters remaining in dispute, if an insurer is unable to accept or reject a claim within 15 days after receiving the items, statements, and forms requested by an insurer, or completing a requested inspection or reinspection, the insurer, within that same time period, is required to notify the insured of the reasons the insurer needs additional time to assess the claim.

Proposed law requires an insurer to issue a copy of the insurer's field adjuster report, relative to the insured's property damage claim, to the insured within 15 days of receiving a request for such from the insured.

Proposed law provides that if an insurer issues a check, draft, or other negotiable instrument that is jointly payable to an insured and a mortgagee or mortgage servicer as payment of insurance settlement proceeds for multiple types of coverage, the insurer is required to provide with the check, draft, or other negotiable instrument a statement indicating the dollar amount of insurance settlement proceeds paid under each type of coverage including but not limited to dwelling, personal property, and additional living expenses.

Proposed law provides that in lieu of issuing a statement, an insurer may issue separate checks, drafts, or other negotiable instruments for payment of each type of coverage.

Proposed law provides for penalties.

Proposed law requires claims brought by insureds against an insurer to be paid by check or draft of the insurer or, if offered by the insurer and the insured requests, electronic transfer of funds to the order of the insured to whom payment of the claim is due pursuant to the policy provisions, or his attorney, or upon direction of the insured to one specified.

Proposed law prohibits an insurer from intentionally or unreasonably delaying, for more than three calendar days, exclusive of Saturdays, Sundays, and legal holidays, the processing of any properly executed and endorsed check or draft issued in settlement of an insurance claim.

Proposed law prohibits an insurer from requiring that repairs, replacement, restoration, or remediation be made to an insured's property by a particular preferred vendor or recommended contractor.

Proposed law prohibits an insurer from recommending the use of a particular preferred vendor or recommended contractor without informing the insured or claimant that the insured or claimant is under no obligation to use the preferred vendor or recommended

contractor to complete repairs, replacement, restoration, or remediation of the insured's property.

Proposed law provides that an insurer is required to include general contractor's overhead and profit in payments for losses when the services of a general contractor are reasonably foreseeable.

Proposed law requires residential property insurance policies to contain a provision that outlines a process whereby the amount of a loss may be set through appraisal, if an insurer and insured do not agree on the amount of the loss and the insurer or insured makes a demand for such.

Proposed law provides for the implementation, initiation, and guidelines of the appraisal process.

Present law sets forth the acts that constitute a breach of the insurer's duties.

Proposed law retains present law and reformulates the standard necessary to constitute a breach, clarifies the standard, and makes technical changes.

Present law provides for the penalties and damages imposed upon an insurer that does not pay an insured within a specified time period.

Proposed law retains present law.

(Amends R.S. 22: 1892(A)(1)-(4) and (B)(4); Adds R.S. 22:46(29)-(32) and 1892.2; Repeals R.S. 22:1892(A)(5) and (6), (B)(6), and (E)-(G))

Summary of Amendments Adopted by House

The Committee Amendments Proposed by House Committee on Insurance to the original bill:

1. Make technical changes.
2. Change the definition of "disinterested" to mean that a party does not have, nor has he ever had, a pecuniary or monetary interest in the claim, a familial relationship with either party, or an employee or employer relationship with either party.
3. Change "probable cause" to "reasonable cause."
4. Provide that immovable property shall include manufactured and modular homes.
5. Require that an insured provide a signed statement of proof of loss and delete the requirement that an insured give the insurer a sworn statement of proof of loss.
6. Provide that the commissioner of insurance may promulgate and adopt a rule in accordance with the Administrative Product Act to extend the time period up to an additional 30 days for an insurer to initiate a loss adjustment in certain circumstances.
7. Implement a 30-day-time period for an insurer to provide the insured with his proof of loss.

The House Floor Amendments to the engrossed bill:

1. Retain "probable cause" as provided for in present law.
2. Define "amount of any claim due".
3. Delete references to "undisputed" amounts.
4. Authorize an additional period of time for an insurer to initiate loss adjustments with respect to cases of catastrophic loss under certain circumstances.
5. Delete proposed law requirement for an insurer to notify the insurance producer of record regarding payments for property damage claims.
6. Prohibit an insurer from requiring from insureds certain information that extends beyond the requirements of proposed law.
7. Provide that an insurer is not absolved of responsibility to refrain from certain adverse handling of insureds' claims.
8. Authorize the court of record in which property is located to set and enforce deadlines and require certain compliance as provided in the appraisal clause set forth in residential property insurance policies.
9. Delete proposed law language that prohibits appraisals from addressing coverage disputes.
10. Authorize insureds to provide reports and photos as satisfactory proof of loss.
11. Provide that insurers' deadlines are not extended due to certain circumstances.
12. Make technical changes.