

REPORT TABLE STANDARD LANGUAGE

This table includes CCR/CIC and CVC sections with a corresponding CIC §790.03 paired to the citation. Based on interpretation and the specific situation/circumstance, the CIC §790.03 could be different or perhaps even a combination of two or more. Each case may present facts that warrant a different pairing. This is only a guide and represents examples of suggested table language to link CIC §790.03 to Codes and Regulations. Discuss unique situations with your supervisor before making a decision. In some cases, there is no corresponding CIC §790.03 that directly relates to the Codes and/or Regulations. The citation order is as follows: 790.03(h)s, 2695s, 2632s, other CICs, and CVC. Turquoise highlights represent notes having to do with the pairings or notes to help the reader.

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §790.03(h)(1)	The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.	<u>In ** instances, the Company misrepresented to claimants pertinent facts or insurance policy provisions relating to coverages at issue.</u> The Department alleges these acts are in violation of CIC §790.03(h)(1).
CIC §790.03(h)(2)	The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.	<u>In ** instances, the Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.</u> The Department alleges these acts are in violation of CIC §790.03(h)(2).
CIC §790.03(h)(3)	The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.	<u>In ** instances, the Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.</u> The Department alleges these acts are in violation of CIC §790.03(h)(3).
CIC §790.03(h)(4) <small>Any pairing with a CIC §790.03(h)(4) needs to be reviewed carefully and is very fact specific. This code applies to first party claims.</small>	The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements had been completed and submitted by the insured.	<u>In ** instances, the Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements had been completed and submitted to the insured.</u> The Department alleges these acts are in violation of CIC §790.03(h)(4).
CIC §790.03(h)(5)	The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability had become reasonably clear.	<u>In ** instances, the Company failed to effectuate prompt, fair and equitable settlements of claims in which liability had become reasonably clear.</u> The Department alleges these acts are in violation of CIC §790.03(h)(5).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §790.03(h)(6)	The Company compelled insureds to institute litigation to recover amounts under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by the insureds, when the insureds had made claims for amounts reasonably similar to amounts ultimately recovered.	<u>In ** instances, the Company compelled insureds to institute litigation.</u> The Department alleges these acts are in violation of CIC §790.03(h)(6).
CIC §790.03(h)(7) Rarely if ever used	The Company attempted to settle an insured claim for less than the amount to which a reasonable person would have believed he or she was entitled by reference to written or printed advertising material accompanying or made part of an application.	<u>In ** instances, the Company attempted to settle an insured claim for less than the amount to which a reasonable person would have believed he or she was entitled by reference to written or printed advertising material accompanying or made part of an application.</u> The Department alleges these acts are in violation of CIC §790.03(h)(7).
CIC §790.03(h)(8) Rarely if ever used	The Company attempted to settle claims on the basis of an application which was altered without notice to, or knowledge or consent of, the insured, his or her representative, agent, or broker.	<u>In ** instances, the Company attempted to settle claims on the basis of an application which was altered without notice to, or knowledge or consent of, the insured, his or her representative, agent, or broker.</u> The Department alleges these acts are in violation of CIC §790.03(h)(8).
CIC §790.03(h)(9) Rarely if ever used	The Company failed, after payment of a claim, to inform insureds or beneficiaries, upon request by them, of the coverage under which payment had been made.	<u>In ** instances, the Company failed after payment of a claim, to inform insureds or beneficiaries, upon request by them, of the coverage under which payment had been made.</u> The Department alleges these acts are in violation of CIC §790.03(h)(9).
CIC §790.03(h)(10) Rarely, if ever, will be used		

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CIC §790.03(h)(11) Rarely if ever used	The Company delayed the investigation or payment of claims by requiring an insured, claimant, or the physician of either, to submit a preliminary claim report, and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contained substantially the same information.	<u>In ** instances, the Company delayed the investigation or payment of claims by requiring an insured, claimant, or the physician of either, to submit a preliminary claim report, and then requiring the subsequent submission of formal proof of loss forms, both of which submissions contained substantially the same information.</u> The Department alleges these acts are in violation of CIC §790.03(h)(11).
CIC §790.03(h)(12) Rarely if every used	The Company failed to settle claims promptly, where liability had become apparent, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.	<u>In ** instances, the Company failed to settle claims promptly, where liability had become apparent, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage.</u> The Department alleges these acts are in violation of CIC §790.03(h)(12).
CIC §790.03(h)(13)	The Company failed to provide promptly a reasonable explanation of the basis relied upon in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.	<u>In ** instances, the Company failed to provide promptly a reasonable explanation of the basis relied upon in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.</u> The Department alleges these acts are in violation of CIC §790.03(h)(13).
CIC §790.03(h)(14)	The Company directly advised a claimant not to obtain the services of an attorney.	<u>In ** instances, the Company directly advised a claimant not to obtain the services of an attorney.</u> The Department alleges these acts are in violation of CIC §790.03(h)(14).
CIC §790.03(h)(15)	The Company misled a claimant as to the applicable statute of limitations.	<u>In ** instances, the Company misled a claimant as to the applicable statute of limitations.</u> The Department alleges these acts are in violation of CIC §790.03(h)(15).
CIC §790.03(h)(16) Rarely, if ever, will be used		

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CCR § 2695.1(f) [CIC §790.03(h)(3)]	The Company failed to apply policy provisions relating to the investigation, processing and settlement of claims more favorably to the insured than the provisions of California regulations. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to apply policy provisions relating to the investigation, processing and settlement of claims more favorably to the insured than the provisions of California regulations.</u> The Department alleges these acts are in violation of CCR §2695.1(f) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.3(a) [CIC §790.03(h)(3)]	The Company failed to maintain all documents, notes and work papers in the claim file. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to maintain all documents, notes and work papers in the claim file.</u> The Department alleges these acts are in violation of CCR §2695.3(a) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.3(b)(1) [CIC §790.03(h)(3)]	The Company failed to maintain claims data that are accessible, legible and retrievable for examination. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to maintain claims data that are accessible, legible and retrievable for examination.</u> The Department alleges these acts are in violation of CCR §2695.3(b)(1) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.3(b)(2) [CIC §790.03(h)(3)]	The Company failed to record in the file the date the Company received, processed, transmitted or mailed every relevant document in the file. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to record the date the Company received, processed, transmitted or mailed every relevant document in the file.</u> The Department alleges these acts are in violation of CCR §2695.3(b)(2) and are unfair practices under CIC §790.03(h)(3).

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CCR §2695.3(b)(3) [CIC §790.03(h)(3)]	The Company failed to maintain hard copy claims files or maintain claims files that are accessible, legible and capable of duplication to hard copy for five years. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to maintain hard copy files or claims files that are accessible, legible and capable of duplication to hard copy for five years.</u> The Department alleges these acts are in violation of CCR §2695.3(b)(3) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.4(a) [CIC §790.03(h)(3)] Note: This is not paired with 790.03(h)(1) as 2695.4(a) is not stating that a misrepresentation took place.	The Company failed to disclose all benefits, coverage, time limits or other provisions of the insurance policy. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to disclose all benefits, coverage, time limits or other provisions of the insurance policy.</u> The Department alleges these acts are in violation of CCR §2695.4(a) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.4(b) [CIC §790.03(h)(1)] Surety Only	The Company misrepresented or concealed benefits, coverages or other provisions of a surety bond. [The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.]	<u>In ** instances, the Company misrepresented or concealed benefits, coverages or other provisions of a surety bond.</u> The Department alleges these acts are in violation of CCR §2695.4(b) and are unfair practices under CIC §790.03(h)(1).
CCR §2695.4(c) [CIC §790.03(h)(13)]	The Company denied a claim on the basis of failure to exhibit property. [The Company failed to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]	<u>In ** instances, the Company denied a claim on the basis of failure to exhibit property.</u> The Department alleges these acts are in violation of CCR §2695.4(c) and are unfair practices under CIC §790.03(h)(13).
CCR §2695.4(d) [CIC §790.03(h)(3)]	The Company improperly required a claimant to give notification of a claim or proof of claim within a specified time. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company improperly required a claimant to give notification of a claim or proof of claim within a specified time.</u> The Department alleges these acts are in violation of CCR §2695.4(d) and are unfair practices under CIC §790.03(h)(3).

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CCR §2695.4(e)(1) [CIC §790.03(h)(3)] Note: Could possibly be 790.03(h)(1)—discuss with supervisor	The Company requested without written explanation that a claimant sign a release that extended beyond the subject matter of the claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company requested without written explanation that a claimant sign a release that extended beyond the subject matter of the claim.</u> The Department alleges these acts are in violation of CCR § 2695.4(e)(1) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.4(f) [CIC §790.03(h)(3)] Note: Could possibly be 790.03(h)(1)—discuss with supervisor	The Company issued payment in partial settlement of a claim that was accompanied by language releasing the insurer, the insured, or the principal from total liability when the policy or bond limit had not been paid, or there had been no compromise settlement agreed to by the claimant and the insurer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company issued payment in partial settlement of a claim that was accompanied by language releasing the insurer, the insured, or the principal from total liability when the policy or bond limit had not been paid, or there had been no compromise settlement agreed to by the claimant and the insurer.</u> The Department alleges these acts are in violation of CCR § 2695.4(f) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.4(g) [CIC §790.03(h)(3)]	The Company required a first party claimant or beneficiary to submit duplicative proofs of claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company required a first party claimant or beneficiary to submit duplicative proofs of claim.</u> The Department alleges these acts are in violation of CCR §2695.4(g) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.5(a) [CIC §790.03(h)(2)]	The Company failed to respond to a Department of Insurance claims inquiry immediately or within twenty-one (21) calendar days. [The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.]	<u>In ** instances, the Company failed to respond to a Department of Insurance claims inquiry immediately or within twenty-one (21) calendar days.</u> The Department alleges these acts are in violation of CCR §2695.5(a) and are unfair practices under CIC §790.03(h)(2).
CCR §2695.5(b) [CIC §790.03(h)(2)] Does not include a provider, but would include an insured or claimant	The Company failed to respond to communications within fifteen (15) calendar days. [The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.]	<u>In ** instances, the Company failed to respond to communications within fifteen (15) calendar days.</u> The Department alleges these acts are in violation of CCR §2695.5(b) and are unfair practices under CIC §790.03(h)(2).

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CCR §2695.5(d) [CIC §790.03(h)(3)]	The Company's claims agent failed to immediately transmit notice of claim to the insurer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company's claims agent failed to immediately transmit notice of claim to the insurer.</u> The Department alleges these acts are in violation of CCR §2695.5(d) and are unfair practices under CIC §790.03(h)(3).
CCR §§2695.5(e)(1) [CIC §790.03(h)(2)] Not typically used for Health claims because claimants do not present claims, providers do. Providers are not defined as claimants.	The Company failed to acknowledge notice of claim within fifteen (15) calendar days. [The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.]	<u>In ** instances, the Company failed to acknowledge notice of claim within fifteen (15) calendar days.</u> The Department alleges these acts are in violation of CCR §2695.5(e)(1) and are unfair practices under CIC §790.03(h)(2).
CCR §2695.5(e)(2) [CIC §790.03(h)(3)] Not typically used for Health claims because claimants do not present claims, providers do. Providers are not defined as claimants.	The Company failed to provide necessary forms, instructions, and reasonable assistance within fifteen (15) calendar days. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to provide necessary forms, instructions, and reasonable assistance within fifteen (15) calendar days.</u> The Department alleges these acts are in violation of CCR §2695.5(e)(2) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.5(e)(3) [CIC §790.03(h)(3)] Not typically used for Health claims because claimants do not present claims, providers do. Providers are not defined as claimants.	The Company failed to begin investigation of the claim within fifteen (15) calendar days. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to begin investigation of the claim within fifteen (15) calendar days.</u> The Department alleges these acts are in violation of CCR §2695.5(e)(3) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.5(f) [CIC §790.03(h)(1)] Note: This is not paired with 790.03(h)(3) as the requirement of notice in writing can only be done if specified in the insurance policy. Therefore, if the Co requires this; it is a misrepresentation of a policy provision (that does not exist).	The Company improperly required written notice of a claim. [The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.]	<u>In ** instances, the Company improperly required written notice of a claim.</u> The Department alleges these acts are in violation of CCR §2695.5(f) and are unfair practices under CIC §790.03(h)(1).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CCR §2695.6(a) [CIC §790.03(h)(3)]	The Company failed to adopt and communicate to all its claims agents written standards for the prompt investigation and processing of claims. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to adopt and communicate to all its claims agents written standards for the prompt investigation and processing of claims.</u> The Department alleges these acts are in violation of CCR §2695.6(a) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.6(b) [CIC §790.03(h)(3)]	The Company failed to provide thorough and adequate training regarding these regulations to all its claims agents. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to provide thorough and adequate training regarding these regulations to all its claims agents.</u> The Department alleges these acts are in violation of CCR §2695.6(b) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.6(b)(4) [CIC §790.03(h)(3)]	The Company failed to maintain a copy of the certification required by CCR §2695.6(b)(1), (2) or (3) at the principal place of business. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to maintain a copy of the certification required by §2695.6(b)(1), (2) or (3) at the principal place of business.</u> The Department alleges this act is a violation of CCR §2695.6(b)(4) and is an unfair practice under CIC §790.03(h)(3).
CCR §2695.7(a) [CIC §790.03(h)(3)]	The Company discriminated in its claims settlement practices based upon the claimant's age, race, gender, income, religion, language, sexual orientation, ancestry, national origin, or physical disability. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company discriminated in its claims settlement practices based upon the claimant's age, race, gender, income, religion, language, sexual orientation, ancestry, national origin, or physical disability.</u> The Department alleges these acts are in violation of CCR §2695.7(a) and are unfair practices under CIC §790.03(h)(3).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.7(b) [CIC §790.03(h)(3)] For Third Party</p> <p><u>CIC §790.03(h)(4)]</u> <u>For First Party</u></p> <p>Note: Cite for both CCR §2695.7(b) and CCR §2695.7(c)(1) if there is no response to proof of claim within 40 days.</p> <p><u>This CCR may be used for Health Claims, as only the time frame in (b) does not apply to Health, etc.</u></p>	<p>The Company failed, upon receiving proof of claim, to accept or deny the claim within forty (40) calendar days. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed, upon receiving proof of claim, to accept or deny claim within forty (40) calendar days.</u> Department alleges these acts are in violation of CCR §2695.7(b) and are unfair practices under CIC §790.03(h)(3).</p> <p>Deleted: N §790.03(h)(3) (paring choic written, app reg applies. Therefore, report, CIC chosen.)</p> <p>Deleted: N Disability In</p>
<p>CCR §2695.7(b)(1) [CIC §790.03(h)(13)]</p> <p>First Party</p> <p><u>This CCR may be used for Health Claims, as only the time frame in (b) does not apply to Health, etc.</u> Not used for Health; may also be a violation of CIC §10123.13</p>	<p>The Company failed to provide in writing the reasons for the denial of the claim in whole or in part including the factual and legal bases for each reason given. [The Company failed to provide promptly a reasonable explanation of the bases relied upon in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p> <p>or</p> <p>The Company failed to provide in its written denial a reference to and explanation of the applications of specific statutes, applicable laws, and policy provisions, conditions or exclusions. [The Company failed to provide promptly a reasonable explanation of the bases relied upon in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p>	<p><u>In ** instances, the Company failed to provide in writing the reasons for the denial of the claim in whole or in part including the factual and legal bases for each reason given.</u> The Department alleges these acts are in violation of CCR §2695.7(b)(1) and are unfair practices under CIC §790.03(h)(13).</p> <p>or</p> <p><u>In ** instances, the Company failed to provide in its written denial a reference to and explanation of the applications of specific statutes, applicable laws, and policy provisions, conditions or exclusions.</u> The Department alleges these acts are in violation of CCR §2695.7(b)(1) and are unfair practices under CIC §790.03(h)(13).</p> <p>Deleted: u</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.7(b)(1) [CIC §790.03(h)(3)]</p> <p>Third Party</p>	<p>The Company failed to deny, dispute or reject a third party claim in writing. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to deny, dispute or reject a third party claim in writing.</u> The Department alleges these acts are in violation of CCR §2695.7(b)(1) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(b)(3) [CIC §790.03(h)(3)]</p> <p>Use for Health before 1/1/06. After 1/01/06, use denial language found in CIC §10123.13(a)</p>	<p>The Company failed to reference the California Department of Insurance in its claim denial. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to reference the California Department of Insurance in its claim denial.</u> The Department alleges these acts are in violation of CCR §2695.7(b)(3) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(c)(1) [CIC §790.03(h)(3)]</p> <p>Not used for Health; use CIC §10123.13 instead</p> <p>Not used for Disability Income; use CIC §10111.2 instead]</p>	<p>The Company failed to provide written notice of the need for additional time or information every 30 calendar days. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide written notice of the need for additional time or information every 30 calendar days.</u> The Department alleges these acts are in violation of CCR §2695.7(c)(1) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(d) [CIC §790.03(h)(3)]</p>	<p>The Company failed to conduct and diligently pursue a thorough, fair and objective investigation of a claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to conduct and pursue a thorough, fair and objective investigation of a claim.</u> The Department alleges these acts are in violation of CCR §2695.7(d) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(d) [CIC §790.03(h)(3)]</p>	<p>The Company persisted in seeking information not reasonably required for or material to the resolution of a claim dispute. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company persisted in seeking information not reasonably required for or material to the resolution of a claim dispute.</u> The Department alleges these acts are in violation of CCR §2695.7(d) and are unfair practices under CIC §790.03(h)(3).</p>

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<p>CCR §2695.7(d) [CIC §790.03(h)(3)]</p> <p>Combined</p>	<p>The Company failed to conduct and diligently pursue a thorough, fair and objective investigation of a claim and persisted in seeking information not reasonably required for or material to the resolution of a claim dispute. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to conduct and pursue a thorough, fair and objective investigation of a claim and persisted in seeking information not reasonably required for or material to the resolution of a claim dispute.</u> The Department alleges these acts are in violation of CCR §2695.7(d) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(e) [CIC §790.03(h)(5)]</p> <p>Note: This might also be paired with 790.03(h)(3) or possibly 790.03(h)(4)—discuss with your supervisor.</p>	<p>The Company delayed or denied settlement of a first party claim on the basis that responsibility for payment should be assumed by others. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company delayed or denied settlement of a first party claim on the basis that responsibility for payment should be assumed by others.</u> The Department alleges these acts are in violation of CCR §2695.7(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.7(f) [CIC §790.03(h)(3)]</p> <p>Note: Use of 2695.7(f) requires that the examiner determine from the company what its procedure is in regard to sending the notice on closed claims. If the procedure is not known and the file is more than 60 or 30 days from date of statute, this code may not apply—discuss with supervisor.</p> <p>Note: Although 790.03(h)(15) appears to be the obvious pairing, 2695.7(f) has to do with failure to notify, not misrepresent. Therefore, this appears to be a processing issue and 790.03(h)(3) would apply. However, there are some situations in which 790.03(h)(15) will apply to 2695.7(f). Discuss with your supervisor</p>	<p>The Company failed to provide written notice of any statute of limitation or other time period requirement not less than 60 days prior to the expiration date. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p> <p>(Use 30 days if UMBI)</p>	<p><u>In ** instances, the Company failed to provide written notice of any statute of limitation or other time period requirement not less than sixty (60) days prior to the expiration date.</u> The Department alleges these acts are in violation of CCR §2695.7(f) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CCR §2695.7(g) [CIC §790.03(h)(5)]	The Company attempted to settle a claim by making a settlement offer that was unreasonably low. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<u>In ** instances, the Company attempted to settle a claim by making a settlement offer that was unreasonably low.</u> The Department alleges these acts are in violation of CCR §2695.7(g) and are unfair practices under CIC §790.03(h)(5).
CCR §2695.7(h) [CIC §790.03(h)(5)]	The Company failed, upon acceptance of the claim, to tender payment within 30 calendar days. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<u>In ** instances, the Company failed, upon acceptance of the claim, to tender payment within thirty (30) calendar days.</u> The Department alleges these acts are in violation of CCR §2695.7(h) and are unfair practices under CIC §790.03(h)(5).
CCR §2695.7(i) [CIC §790.03(h)(3)] Note: This could also be paired with 790.03(h)(1) as some pertinent facts may have been misrepresented—discuss with your supervisor.	The Company informed a claimant that his or her rights might be impaired if a form or release was not completed within a specified time period. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company informed a claimant that his or her rights might be impaired if a form or release was not completed within a specified time period.</u> The Department alleges these acts are in violation of CCR §2695.7(i) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.7(j) [CIC §790.03(h)(3)]	The Company requested or required an insured to submit to a polygraph examination without authorization under the applicable insurance contract and state law. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company requested or required an insured to submit to a polygraph examination without authorization under the applicable insurance contract and state law.</u> The Department alleges these acts are in violation of CCR §2695.7(j) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.7(l) [CIC §790.03(h)(5)] Note: This could also be paired with 790.03(h)(3), but 2695.7(l) appears to indicate a form of a wrongful denial by not documenting the necessary information. Therefore, 790.03(h)(5) seems like the closest pairing—discuss with supervisor.	The Company denied a claim based upon information obtained in a telephone conversation or personal interview without documenting the conversation or interview in the claim file. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<u>In ** instances, the Company denied a claim based upon information obtained in a telephone conversation or personal interview without documenting the conversation or interview in the claim file.</u> The Department alleges these acts are in violation of CCR §2695.7(l) and are unfair practices under CIC §790.03(h)(5).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.7(m) [CIC §790.03(h)(5)]</p> <p>Note: This could also be paired with 790.03(h)(3); however, the pursuit of recovery from the insured appears to be unfair and inequitable. Therefore, 790.03(h)(5) seems like the closest pairing-- Discuss with supervisor.</p>	<p>The Company, after making a payment to a provider, attempted to seek recovery or set-off from the insured on the basis that the amount was excessive. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company, after making a payment to a provider, attempted to seek recovery or set-off from the insured on the basis that the amount was excessive.</u> The Department alleges these acts are in violation of CCR §2695.7(m) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.7(n) [CIC §790.03(h)(3)]</p>	<p>The Company requested an unnecessary medical examination. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company requested a medical examination for the purpose of determining liability under a policy provision that was not reasonably necessary.</u> The Department alleges these acts are in violation of CCR §2695.7(n) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(o) [CIC §790.03(h)(5)]</p> <p>Note: This could also be paired with 790.03(h)(1) or even 790.03(h)(3); however, the requirement to withdraw a complaint appears to result in an unfair and inequitable settlement. Therefore, 790.03(h)(5) seems like the closest pairing-- discuss with supervisor.</p>	<p>The Company required a claimant to withdraw, rescind or refrain from submitting a complaint to the California Department of Insurance as a condition to the settlement of a claim. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company required a claimant to withdraw, rescind or refrain from submitting a complaint to the California Department of Insurance as a condition to the settlement of a claim.</u> The Department alleges these acts are in violation of CCR §2695.7(o) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.7(p) [CIC §790.03(h)(3)]</p>	<p>The Company failed to provide written notification to a first party claimant as to whether it intended to pursue subrogation. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide written notification to a first party claimant as to whether the insurer intends to pursue subrogation.</u> The Department alleges these acts are in violation of CCR §2695.7(p) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.7(p) [CIC §790.03(h)(3)]</p>	<p>The Company failed to provide written notification to a first party claimant of its decision to discontinue pursuit of subrogation. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide written notification to a first party claimant of its decision to discontinue pursuit of subrogation.</u> The Department alleges these acts are in violation of CCR §2695.7.(p) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(q) [CIC §790.03(h)(3)]</p>	<p>The Company failed to include the insured's deductible in the subrogation demand. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include the insured's deductible in the subrogation demand.</u> The Department alleges these acts are in violation of CCR §2695.7(q) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.7(q) [CIC §790.03(h)(5)]</p>	<p>The Company failed to share subrogation recoveries on a proportionate basis with the first party claimant. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to share subrogation recoveries on a proportionate basis with the first party Claimant.</u> The Department alleges these acts are in violation of CCR §2695.7(q) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(b)(1) [CIC §790.03(h)(5)]</p>	<p>The Company failed to include in the settlement all applicable taxes and one-time fees incident to transfer of evidence of ownership of a comparable automobile. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to include in the settlement all applicable taxes and one-time fees incident to the transfer of ownership.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(1) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(b)(1) [CIC §790.03(h)(5)]</p>	<p>The Company failed to include in the settlement the license fee and other annual fees computed based upon the remaining term of the current registration. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to include in the settlement the license fee and other annual fees computed based upon the remaining term of the registration.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(1) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.8(b)(1)(A) [CIC §790.03(h)(5)]</p> <p>For owner retained salvage</p>	<p>The Company failed to include, in the settlement, sales tax and/or fees incident to the transfer of the vehicle to salvage status. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to include, in the settlement, sales tax and/or fees incident to the transfer of the vehicle to salvage status.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(1)(A) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(b)(1)(A) [CIC §790.03(h)(3)]</p> <p>For owner retained salvage</p>	<p>The Company failed to disclose in writing to the claimant that notice of the salvage retention by the claimant must be provided to the Department of Motor Vehicles and that this notice may affect the loss vehicle's future resale and/or insured value.</p>	<p><u>In ** instances, the Company failed to disclose in writing to the claimant that notice of the salvage retention by the claimant must be provided to the Department of Motor Vehicles and that this notice may affect the loss vehicle's future resale and/or insured value.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(1)(A) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(b)(1)(A) [CIC §790.03(h)(3)]</p> <p>For owner retained salvage</p>	<p>The Company failed to inform the claimant of his or her right to seek a refund of the unused license fees from the Department of Motor Vehicles. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to inform the claimant of his or her right to seek a refund of the unused license fees from the Department of Motor Vehicles.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(1)(A) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(b)(1)(A) [CIC §790.03(h)(3)]</p> <p>For owner retained salvage</p> <p>Combined</p>	<p>The Company failed to disclose in writing to the claimant that notice of the salvage retention must be provided to the Department of Motor Vehicles, that this notice may affect the loss vehicle's future resale and/or insured value and that the claimant has a right to seek a refund of the unused license fees from the Department of Motor Vehicles. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to disclose in writing to the claimant that notice of the salvage retention must be provided to the Department of Motor Vehicles, that this notice may affect the loss vehicle's future resale and/or insured value and that the claimant has a right to seek a refund of the unused license fees from the Department of Motor Vehicles.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(1)(A) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CCR §2695.8(b)(1)(A) [CIC §790.03(h)(3)] For owner retained salvage	The Company failed to provide, upon a request from the claimant, the name, address and telephone number of the salvage dealer, salvage pool, motor vehicle auction or dismantler who will purchase the salvage. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to provide, upon a request from the claimant, the name, address and telephone number of the salvage dealer, salvage pool, motor vehicle auction or dismantler who will purchase the salvage.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(1)(A) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.8(b)(4) [CIC §790.03(h)(3)]	The Company failed to take reasonable steps to verify that the determination of the cost of a comparable vehicle is accurate and representative of the market value in the local market area. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to take reasonable steps to verify that the determination of the cost of a comparable vehicle is accurate and representative of the market value in the local market area.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(4) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.8(b)(4) [CIC §790.03(h)(3)]	The Company failed to fully itemize and explain in writing the determination of the cost of a comparable vehicle at the time the settlement offer is made. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to explain in writing the determination of the cost of a comparable vehicle.</u> The Department alleges these acts are in violation of CCR §2695.8(b)(4) and are unfair practices under CIC §790.03(h)(3).
CCR §2695.8(c) [CIC §790.03(h)(3)] For first party claims	The Company failed to notify the insured that the file will be reopened if the Company is notified within 35 days that the insured cannot purchase a comparable automobile for the settlement amount offered or paid. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to notify the insured that the file will be reopened if a comparable automobile cannot be purchased for the amount offered or paid.</u> The Department alleges these acts are in violation of CCR §2695.8(c) and are unfair practices under CIC §790.03(h)(3).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.8(d) [CIC §790.03(h)(5)]</p> <p>Note: This was paired with 790.03(h)(5) as 2695.8(d) indicates "where liability and damages are clear". This could also be paired with 790.03(h)(3) depending on the circumstances--discuss with your supervisor.</p>	<p>The Company recommended that a third party claimant make a claim under his or her own policy to avoid paying the claim. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company recommended that a third party claimant make a claim under his or her own policy to avoid paying the claim.</u> The Department alleges these acts are in violation of CCR §2695.8(d) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(e)(1) [CIC §790.03(h)(3)]</p> <p>Note: This could also be paired with 790.03(h)(1) as the requirement to go to a specific shop represents a misrepresentation—discuss with your supervisor.</p>	<p>The Company required that an automobile be repaired at a specific repair shop. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company required that an automobile be repaired at a specific repair shop.</u> The Department alleges these acts are in violation of CCR §2695.8(e)(1) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(e)(2) [CIC §790.03(h)(3)]</p>	<p>The Company suggested or recommended that an automobile be repaired at a specific repair shop without such referral being expressly requested by the claimant, pursuant to the requirements of CIC §758.5(b)(1)(A). [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company suggested or recommended that an automobile be repaired at a specific repair shop without such referral being expressly requested by the claimant, pursuant to CIC §758.5(b)(1)(A).</u> The Department alleges these acts are in violation of CCR §2695.8(e)(2) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(e)(2) [CIC §790.03(h)(3)]</p>	<p>The Company suggested or recommended that an automobile be repaired at a specific repair shop without informing the claimant in writing of the right to select the repair facility, pursuant to CIC §758.5(b)(1)(B). [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company suggested or recommended that an automobile be repaired at a specific repair shop without informing the claimant in writing of the right to select the repair facility, pursuant to CIC §758.5(b)(1)(B).</u> The Department alleges these acts are in violation of CCR §2695.8(e)(2) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.8(e)(3) [CIC §790.03(h)(3)]</p> <p>Note: This could also be paired with 790.03(h)(1) as the requirements under 2695.8(e)(3) represent a misrepresentation—discuss with supervisor.</p>	<p>The Company required a claimant to travel an unreasonable distance either to inspect a replacement automobile, to conduct an inspection of the vehicle, to obtain a repair estimate or to have the automobile repaired at a specific repair shop. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company required a claimant to travel an unreasonable distance either to inspect a replacement automobile, to conduct an inspection of the vehicle, to obtain a repair estimate or to have the automobile repaired at a specific repair shop.</u> The Department alleges these acts are in violation of CCR §2695.8(e)(3) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(f) [CIC §790.03(h)(3)]</p>	<p>The Company failed to supply the claimant with a copy of the estimate upon which the settlement was based. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to supply the claimant with a copy of the estimate upon which the settlement was based.</u> The Department alleges these acts are in violation of CCR §2695.8(f) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(g)(1) [CIC §790.03(h)(5)]</p> <p>Note: This was paired with 790.03(h)(5) as this situation affects the fair and equitable outcome of the settlement. This could also be paired with 790.03(h)(3) depending on the circumstances—discuss with supervisor.</p>	<p>The Company required the use of non-original equipment manufacturer replacement crash parts that were not equal to the original equipment manufacturer parts in terms of kind, quality, safety, fitness and performance. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company required the use of non-original equipment manufacturer replacement crash parts that were not equal to the original equipment manufacturer parts in terms of kind, quality, safety, fitness and performance.</u> The Department alleges these acts are in violation of CCR §2695.8(g)(1) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(g)(2) [CIC §790.03(h)(5)]</p> <p>Note: This was paired with 790.03(h)(5) as this situation affects the fair and equitable outcome of the settlement. This could also be paired with 790.03(h)(3) depending on the circumstances.</p>	<p>The Company required the use of non-original equipment manufacturer replacement crash parts without paying for the cost of modifications necessary to effect the repairs. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company required the use of non-original equipment manufacturer replacement crash parts without paying for the cost of modifications necessary to effect the repairs.</u> The Department alleges these acts are in violation of CCR §2695.8(g)(2) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.8(g)(3) [CIC §790.03(h)(5)]</p> <p>Note: This was paired with 790.03(h)(5) as this situation affects the fair and equitable outcome of the settlement. This could also be paired with 790.03(h)(3) depending on the circumstances—discuss with your supervisor.</p>	<p>The Company required the use of non-original equipment manufacturer replacement crash parts without warranting that such parts are of like kind, quality, safety, fitness and performance as original manufacturer replacement crash parts. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company required the use of non-original equipment manufacturer replacement crash parts without warranting that such parts are of like kind, quality, safety, fitness and performance as original manufacturer replacement crash parts.</u> The Department alleges these acts are in violation of CCR §2695.8(g)(3) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(g)(4) [CIC §790.03(h)(3)]</p>	<p>The Company required the use of non-original equipment manufacturer replacement crash parts that were without sufficient permanent, non-removable identification so as to identify the manufacturer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company required the use of non-original equipment manufacturer replacement crash parts that were without sufficient permanent, non-removable identification so as to identify the manufacturer.</u> The Department alleges these acts are in violation of CCR §2695.8(g)(4) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(g)(5) [CIC §790.03(h)(3)]</p>	<p>The Company required the use of non-original equipment manufacturer replacement crash parts without the use of such parts disclosed in accordance with §9875 of the California Business and Professions Code. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company required the use of non-original equipment manufacturer replacement crash parts without the use of such parts disclosed in accordance with §9875 of the California Business and Professions Code.</u> The Department alleges these acts are in violation of CCR §2695.8(g)(5) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(h) [CIC §790.03(h)(5)]</p> <p>Note: This was paired with 790.03(h)(5) as this situation affects the fair and equitable outcome of the settlement. This could also be paired with 790.03(h)(3) depending on the circumstances—discuss with your supervisor.</p>	<p>The Company required an insured or claimant to supply parts for replacement. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company required an insured or claimant to supply parts for replacement.</u> The Department alleges these acts are in violation of CCR §2695.8(h) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.8(i) [CIC §790.03(h)(3)]</p>	<p>The Company failed to document the basis of betterment, depreciation, or salvage. The basis for any adjustment shall be fully explained to the claimant in writing. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to document the basis of betterment, depreciation, or salvage. The basis for any adjustment shall be fully explained to the claimant in writing.</u> The Department alleges these acts are in violation of CCR §2695.8(i) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.8(j) [CIC §790.03(h)(5)]</p> <p>This would pertain only if the insurance contract contained a provision permitting the depreciation of the labor expense.</p>	<p>The Company applied depreciation or betterment in a first party partial loss claim to the expense of labor necessary to repair or replace the damage. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company applied depreciation or betterment in a first party partial loss claim to the expense of labor necessary to repair or replace the damage.</u> The Department alleges these acts are in violation of CCR §2695.8(j) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(k) [CIC §790.03(h)(5)]</p> <p>Note: 2695.8(k) applies to both first and third party.</p>	<p>The Company failed to provide reasonable notice to a claimant before terminating payment for storage charges. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to provide reasonable notice to a claimant before terminating payment for storage charges.</u> The Department alleges these acts are in violation of CCR §2695.8(k) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.8(k) [CIC §790.03(h)(5)]</p> <p>Note: 2695.8(k) applies to both first and third party.</p>	<p>The Company failed to pay the reasonable towing charges incurred by the claimant. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay the reasonable towing charges incurred by the claimant.</u> The Department alleges these acts are in violation of CCR §2695.8(k) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.85(a) [CIC §790.03(h)(3)]</p>	<p>The Company failed to provide the insured with the Auto Body Repair Consumer Bill of Rights. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide the insured with the Auto Body Repair Bill of Rights, either at the time of application for automobile insurance, at the time a policy is issued, or following an accident.</u> The Department alleges these acts are in violation of CCR §2695.85 and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.9(a)(1) [CIC §790.03(h)(5)]</p>	<p>The Company failed to pay for any consequential physical damage incurred in making the repair or replacement. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay for any consequential physical damage incurred in making the repair or replacement.</u> The Department alleges these acts are in violation of CCR §2695.9(a)(1) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.9(a)(2) [CIC §790.03(h)(5)]</p>	<p>The Company failed to replace all items in the damaged area to conform to a reasonably uniform appearance. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to replace all items in the damaged area to conform to a reasonably uniform appearance.</u> The Department alleges these acts are in violation of CCR §2695.9(a)(2) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.9(b) [CIC §790.03(h)(3)]</p>	<p>The Company required that the insured have the property repaired by a specific individual or entity. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company required that the insured have the property repaired by a specific individual or entity.</u> The Department alleges these acts are in violation of CCR §2695.9(b) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.9(c)(1) [CIC §790.03(h)(3)]</p>	<p>The Company suggested or recommended that the insured have the property repaired by a specific individual or entity without the referral being expressly requested by the insured. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company suggested or recommended that the insured have the property repaired by a specific individual or entity without the referral being expressly requested by the insured.</u> The Department alleges these acts are in violation of CCR §2695.9(c)(1) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.9(c)(2) [CIC §790.03(h)(3)]</p>	<p>The Company suggested or recommended that the insured have the property repaired by a specific individual or entity without informing the insured in writing of the right to select the repair individual or entity. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company suggested or recommended that the insured have the property repaired by a specific individual or entity without informing the insured in writing of the right to select the repair individual or entity.</u> The Department alleges these acts are in violation of CCR §2695.9(c)(2) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.9(d) [CIC §790.03(h)(3)]</p>	<p>The Company settled the claim on the basis of a written scope and/or estimate without supplying the insured with a copy of each document upon which the settlement was based. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company settled the claim on the basis of a written scope and/or estimate without supplying the insured with a copy of each document upon which the settlement was based.</u> The Department alleges these acts are in violation of CCR §2695.9(d) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.10(a) [CIC §790.03(h)(3)]</p>	<p>The Company based or varied its claims settlement practices on the claimant's age, race, gender, income, religion, language, sexual orientation, ancestry, national origin, or physical disability. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company based or varied its claims settlement practices on the claimant's age, race, gender, income, religion, language, sexual orientation, ancestry, national origin, or physical disability.</u> The Department alleges these acts are in violation of CCR §2695.10(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.10(b)</p> <p>Note: Depending on how many subparts of the citation that may apply, the pairings could include the following: 790.03(h)(3), 790.03(h)(4) and/or 790.03(h)(13)</p> <p>For specific table language for the violation, refer to the language in 2695.7(b), 2695.7(b)(1) or 2695.7(b)(3).</p>	<p>The Company failed, upon receiving proof of claim, to accept or deny the claim within 40 calendar days. Every Company that denies a claim shall do so in writing. Written notification pursuant to this subsection shall also include a notification that the claimant may have the matter reviewed by the California Department of Insurance and shall provide the address and telephone number of the unit of the Department which reviews complaints regarding claims practices.</p>	<p><u>In ** instances, the Company failed, upon receiving proof of claim, to accept or deny the claim within 40 calendar days. Every Company that denies a claim shall do so in writing. Written notification must include notification that the claimant may have the matter reviewed by the California Department of Insurance.</u> The Department alleges these acts are in violation of CCR §2695.10(b) and are unfair practices under CIC §790.03 ____.</p>
<p>CCR §2695.10(c) [CIC §790.03(h)(3)]</p>	<p>The Company failed to provide written notice of the need for additional time every 30 calendar days. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide written notice of the need for additional time every 30 calendar days.</u> The Department alleges these acts are in violation of CCR §2695.10(c) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.10(d) [CIC §790.03(h)(3)]</p>	<p>The Company failed to pursue diligently an investigation of a claim, or persisted in seeking information not reasonably required for or material to resolution of a claim dispute. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to pursue diligently an investigation of a claim or persisted in seeking information not reasonably required for or material to resolution of a claim dispute.</u> The Department alleges these acts are in violation of CCR §2695.10(d) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.10(e) [CIC §790.03(h)(5)]</p>	<p>The Company denied a claim based upon information obtained in a telephone conversation or personal interview without documenting the conversation or interview in the claim file. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability had become reasonably clear.]</p>	<p><u>In ** instances, the Company denied a claim based upon information obtained in a telephone conversation or personal interview without documenting the conversation or interview in the claim file.</u> The Department alleges these acts are in violation of CCR §2695.10(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.10(f) [CIC §790.03(h)(4)]</p>	<p>The Company failed to pay an undisputed claim within 15 calendar days following affirmation of liability. [The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements had been completed and submitted by the insured.]</p>	<p><u>In ** instances, the Company failed to pay an undisputed claim within 15 calendar days following affirmation of liability.</u> The Department alleges these acts are in violation of CCR §2695.10(f) and are unfair practices under CIC §790.03(h)(4).</p>
<p>CCR §2695.10(g) [CIC §790.03(h)(3)]</p> <p>Note: Although 790.03(h)(15) appears to be the obvious pairing, 2695.10(g) has to do with failure to notify, not misrepresent. Therefore, this appears to be a processing issue and 790.03(h)(3) would apply. However, there are some situations in which 790.03(h)(15) will apply to 2695.10(g)—discuss with your supervisor.</p>	<p>The Company failed to provide written notice of any statute of limitation or other time period requirement not less than 60 days prior to the expiration date. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide written notice of any statute of limitation or other time period requirement not less than 60 days prior to the expiration date.</u> The Department alleges these acts are in violation of CCR §2695.10(g) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.10(h) [CIC §790.03(h)(5)]</p>	<p>The Company attempted to settle a claim by making a settlement offer that was unreasonably low. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company attempted to settle a claim by making a settlement offer that was unreasonably low.</u> The Department alleges these acts are in violation of CCR §2695.10(h) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.11(a) [CIC §790.03(h)(5)]</p> <p>Note: This was paired with 790.03(h)(5) as this situation affects the fair and equitable outcome of the settlement. This could also be paired with 790.03(h)(3) depending on the circumstances—discuss with your supervisor.</p>	<p>The Company improperly sought reimbursement of an overpayment or withheld a portion of a benefit payment. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company sought reimbursement of an overpayment or withheld a portion of a benefit on the basis that the sum withheld was an adjustment or correction for an overpayment made on a prior claim.</u> The Department alleges these acts are in violation of CCR §2695.11(a) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CCR §2695.11(a)(2)(C) [CIC §790.03(h)(3)]</p>	<p>The Company failed to notify the insured of an overpayment within six (6) months of the error. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the insured of an overpayment within six (6) months of the error.</u> The Department alleges these acts are in violation of CCR § CCR §2695.11(a)(2)(C) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.11(b) [CIC §790.03(h)(3)]</p> <p>Includes Providers</p> <p>Note: Language examples for three scenarios; the first two will be the most utilized.</p> <p>Note: 790.03(h)(3) language added to the first one only - will need to be added to the other scenarios if utilized.</p>	<p>The Company failed to provide a clear explanation of benefits or failed to provide a clear explanation of the computation of benefits. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p> <p><i>or</i></p> <p>The Company failed to provide an explanation of benefits.</p> <p><i>or</i></p> <p>The Company failed to provide to the claimant an explanation of benefits including the name of the provider or services covered, the dates of service, and a clear explanation of the computation of benefits.</p>	<p><u>In ** instances, the Company failed to provide a clear explanation of benefits or failed to provide a clear explanation of the computation of benefits.</u> The Department alleges these acts are in violation of CCR §2695.11(b) and are unfair practices under CIC §790.03(h)(3).</p> <p><i>or</i></p> <p><u>In ** instances, the Company failed to provide an explanation of benefits.</u> The Department alleges these acts are in violation of CCR §2695.11(b) and are unfair practices under CIC §790.03(h)(3).</p> <p><i>or</i></p> <p><u>In ** instances, the Company failed to provide to the claimant an explanation of benefits including the name of the provider or services covered, dates of service, and a clear explanation of the computation of benefits.</u> The Department alleges these acts are in violation of CCR §2695.11(b) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.11(c) [CIC §790.03(h)(5)]</p> <p>Note: This was paired with 790.03(h)(5) as this situation affects the fair and equitable outcome of the settlement. This could also be paired with 790.03(h)(3) depending on the circumstances— discuss with your supervisor.</p>	<p>The Company improperly imposed a penalty for failure to pre-certify benefits. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company imposed a penalty upon an insured for noncompliance with insurer requirements for precertification of benefits.</u> The Department alleges these acts are in violation of CCR §2695.11(c) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.11(d) [CIC §790.03(h)(4)]</p>	<p>The Company failed, upon contesting a claim under CIC §10123.13, to affirm or deny the claim within 30 calendar days from the original notification. [The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.]</p>	<p><u>In ** instances, the Company failed, upon contesting a claim under CIC §10123.13, to affirm or deny the claim within 30 calendar days from the original notification.</u> The Department alleges these acts are in violation of CCR §2695.11(d) and are unfair practices under CIC §790.03(h)(4).</p>
<p>CCR §2695.11(d) [CIC §790.03(h)(3)]</p> <p>Note: 790.03(h)(3) language added to the first one only - will need to be added to the other scenario if utilized.</p>	<p>The Company failed to provide written notice of the need for additional time every 30 calendar days. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p> <p><i>or</i></p> <p>The Company failed to provide written notice of the need for additional time every 30 calendar days that specified the reason the claim was contested, the information needed to determine liability and the expected determination date.</p>	<p><u>In ** instances, the Company failed to provide written notice of the need for additional time every 30 calendar days.</u> The Department alleges these acts are in violation of CCR §2695.11(d) and are unfair practices under CIC §790.03(h)(3).</p> <p><i>or</i></p> <p><u>In ** instances, the Company failed to provide written notice of the need for additional time every 30 calendar days that specified the reason the claim was contested, the information needed to determine liability and the expected determination date.</u> The Department alleges these acts are in violation of CCR §2695.11(d) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.11(e) [CIC §790.03(h)(2)]</p> <p>Note: This was paired with 790.03(h)(2), but could also be paired with 790.03(h)(3) depending on the circumstances—discuss with your supervisor.</p>	<p>The Company failed to provide preauthorization of non-emergency medical services within five calendar days. [The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide preauthorization of non-emergency medical services within five calendar days.</u> The Department alleges these acts are in violation of CCR §2695.11(e) and are unfair practices under CIC §790.03(h)(2).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2695.11(e) [CIC §790.03(h)(3)]</p>	<p>The Company failed, following its preauthorization of non-emergency medical services, to communicate or confirm such authorization in writing to the insured and to the medical service provider. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed, following its preauthorization of non-emergency medical services, to communicate or confirm such authorization in writing to the insured and to the medical service provider.</u> The Department alleges these acts are in violation of CCR §2695.11(e) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2695.11(e) [CIC §790.03(h)(13)]</p>	<p>The Company failed, following denial of a preauthorization of non-emergency medical services, to communicate the reasons in writing to the insured and to the medical service provider. [The Company failed to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p>	<p><u>In ** instances, the Company failed, following denial of a preauthorization of non-emergency medical services, to communicate the reasons in writing to the insured and to the medical service provider.</u> The Department alleges these acts are in violation of CCR §2695.11(e) and are unfair practices under CIC §790.03(h)(13).</p>
<p>CCR §2695.11(g) [CIC §790.03(h)(3)]</p>	<p>The Company failed to reimburse the insured or the medical provider for reasonable expenses incurred in copying medical records requested by the insurer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to reimburse the insured or the medical provider for reasonable expenses incurred in copying medical records requested by the insurer.</u> The Department alleges these acts are in violation of CCR §2695.11(g) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CCR §2632.13(e)(2) [CIC §790.03(h)(3)]</p> <p>Does not apply to Commercial Insurance and does not apply to RV Motor homes – Reference CIC 660 (more than 4 wheels, load capacity over 1500 pounds)</p> <p>Note: Effective 11/04/04 percentage of fault not required to be stated in at-fault letter notification.</p>	<p>The Company failed to properly advise the insured that the driver of the insured vehicle was principally at fault for an accident. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p> <p>(Specify by adding one or more of the following sentences:)</p> <p>The determination of fault letter was not sent. (or) The determination of fault letter did not specify the basis of the liability decision. (and/or) The insured was not advised of their right to reconsideration of the determination of liability.</p>	<p><u>In ** instances, the Company failed to properly advise the insured that the driver of the insured vehicle was principally at-fault for an accident.</u> ** instances involved the failure to send the determination of fault notice. The other ** instances involved either the failure to state the basis of the liability determination, or the failure to advise the insured of their right to reconsideration. The Department alleges these acts are in violation of CCR §2632.13(e)(2) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CCR §2632.13(e)(3) [CIC §790.03(h)(3)]</p> <p>Includes orally</p>	<p>The Company failed to properly advise the insured of the method in which a request for reconsideration of fault can be made. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to properly advise the insured of the method in which a request for reconsideration of fault can be made. The Company advised the insured that a request for reconsideration of the liability determination must be in writing.</u> The Department alleges these acts are in violation of CCR §2632.13(e)(3) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §395 [CIC §790.03(h)(2)]</p>	<p>The Company failed to provide, free of charge, a complete copy of the insured's current insurance policy or certificate within 30 calendar days of receipt of a request from the insured after a covered loss. [The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide, free of charge, a complete copy of the insured's current insurance policy or certificate within 30 calendar days of receipt of a request from the insured after a covered loss.</u> The Department alleges these acts are in violation of CIC §395 and are unfair practices under CIC §790.03(h)(2).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §481	The Company failed to return premium when the policy was canceled, rejected, surrendered, or rescinded.	<p><u>In ** instances, the Company failed to return premium when the policy was canceled, rejected, surrendered, or rescinded.</u> Deleted: [effectuate p settlements has become]</p> <p>Department alleges these acts are in violation of CIC §481, Deleted: [under CIC]</p>
CIC §560 [CIC §790.03(h)(5)]	The Company failed to issue payment to the repairer or to the named insured and repairer jointly within 10 days of receipt of an itemized bill or invoice. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<p><u>In ** instances, the Company failed to issue payment to the repairer or to the named insured and repairer jointly within 10 days of receipt of an itemized bill or invoice.</u> The Department alleges these acts are in violation of CIC §560 and are unfair practices under CIC §790.03(h)(5).</p>
CIC §650 Note: The 790s apply to claims. If the rescission is a result of a claim, then perhaps the closest pairing would be 790.03(h)(3).	The Company failed to rescind the entire contract. The rescission shall apply to all insureds under the contract, including additional insureds unless the contract provides otherwise.	<p><u>In ** instances, the Company failed to rescind the entire contract. The rescission shall apply to all insureds under the contract, including additional insureds unless the contract provides otherwise.</u> The Department alleges these acts are in violation of CIC §650.</p>
CIC §734 Note: The 790s apply to claims. Therefore, CIC §734 would not have a 790 pairing associated with it.	The Company failed to provide the examiners timely, convenient, and free access at all reasonable hours at its offices to all books, records, accounts, papers, documents, and any or all computer or other recording relating to the property, assets, business, and affairs of the company being examined.	<p><u>In ** instances, the Company failed to provide the examiners timely, convenient, and free access at all reasonable hours at its offices to all books, records, accounts, papers, documents, and any or all computer or other recording relating to the property, assets, business, and affairs of the Company being examined.</u> The Department alleges these acts are in violation of CIC §734.</p>
CIC §758.5(b)(2) [CIC §790.03(h)(3)] PRIOR to JANUARY 1, 2010	The Company failed to send the claimant a written disclosure of the Company's obligations and the claimant's rights with respect to the choice of the automobile repair shop within five calendar days following the Company's oral recommendation of an automotive repair dealer and the claimant's acceptance of such. [The Company failed to adopt and implement reasonable standards for the prompt investigation.]	<p><u>In ** instances, the Company failed to send the claimant a written disclosure of the Company's obligations and the claimant's rights with respect to the choice of the automobile repair shop within five calendar days following the Company's oral recommendation of an automotive repair dealer and the claimant's acceptance of such.</u> The Department alleges these acts are in violation of CIC §758.5(b)(2) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §758.5(b)(3) [CIC §790.03(h)(3)]</p> <p>EFFECTIVE JANUARY 1, 2010 - Section 758.5 added 758.5(b)(3), which was previously 758.5(b)(2).</p>	<p>The Company failed to mail or provide the claimant a written disclosure of the Company's obligations and the claimant's rights with respect to the choice of the automobile repair shop within five calendar days following the Company's oral recommendation of an automotive repair dealer and the claimant's acceptance of such. [The Company failed to adopt and implement reasonable standards for the prompt investigation.]</p>	<p><u>In ** instances, the Company failed to mail or provide the claimant a written disclosure of the Company's obligations and the claimant's rights with respect to the choice of the automobile repair shop within five calendar days following the Company's oral recommendation of an automotive repair dealer and the claimant's acceptance of such.</u> The Department alleges these acts are in violation of CIC §758.5(b)(3) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §758.5(c) [CIC §790.03(h)(3)]</p>	<p>The Company suggested or recommended that the claimant select a different automotive repair dealer after the claimant had chosen an automotive repair dealer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company suggested or recommended that the claimant select a different automotive repair dealer after the claimant had chosen an automotive repair dealer.</u> The Department alleges these acts are in violation of CIC §758.5(c) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §758.5(d)(1) [CIC §790.03(h)(3)]</p> <p>758.5(d) states any insurer that, by the insurance contract, suggests or recommends that an automobile be repaired at a particular automotive repair dealer shall also do what is contained in 758.5(d)(1) and 758.5(d)(2)</p> <p>Note: This was paired with 790.03(h)(3), but could also be paired with 790.03(h)(1) depending on the circumstances. Discuss with your supervisor. However, this appears to more directly relate to 790.03(h)(3).</p>	<p>The Company failed to prominently disclose the contractual provision in writing to the insured at the time the insurance is applied for and at the time the claim is acknowledged by the insurer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to prominently disclose the contractual provision in writing to the insured at the time the insurance is applied for and at the time the claim is acknowledged by the insurer.</u> The Department alleges these acts are in violation of CIC §758.5(d)(1) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §758.5(d)(2) [CIC §790.03(h)(5)]</p> <p>758.5(d) states any insurer that, by the Insurance contract, suggests or recommends that an automobile be repaired at a particular automotive repair dealer shall also do what is contained in 758.5(d)(1) and 758.5(d)(2)</p>	<p>The Company limited or discounted the reasonable repair costs based on charges that would have been incurred had the vehicle been repaired by the insurer's chosen shop when the insured had elected to have the vehicle repaired at a shop of his or her choice. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company limited or discounted the reasonable repair costs based on charges that would have been incurred had the vehicle been repaired by the insurer's chosen shop when the insured had elected to have the vehicle repaired at a shop of his or her choice.</u> The Department alleges these acts are in violation of CIC §758.5(d)(2) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §758.6 [CIC §790.03(h)(5)]</p> <p>EFFECTIVE JANUARY 1, 2009</p> <p>Relates to Paint Capping – The paint and material charge is calculated by multiplying the refinish unit times the refinish rate. Additional accepted industry methodologies that are available involve software programs, which calculate the paint and materials charges.</p>	<p>The Company failed to honor the methodology used in determining paint and material charges by offering or paying an amount unrelated to the particular methodology. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to honor the methodology used in determining paint and material charges by offering or paying an amount unrelated to the particular methodology.</u> The Department alleges these acts are in violation of CIC §758.6 and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §790.034(b)(1) [CIC §790.03(h)(3)]</p>	<p>The Company failed, upon receiving notice of claim, to provide the insured with a copy of §790.03 of the California Insurance Code within 15 calendar days. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed, upon receiving notice of claim, to provide the insured with a copy of §790.03 of the California Insurance Code within 15 calendar days.</u> The Department alleges these acts are in violation of CIC §790.034(b)(1) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §790.034(b)(2) [CIC §790.03(h)(2)]</p> <p>Note: The Department requires this notice in both property and liability claims.</p>	<p>The Company failed to provide the insured with a copy of the Fair Claims Settlement Practices Regulations within 15 calendar days of oral or written request. [The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide the insured with a copy of the Fair Claims Settlement Practices Regulations within 15 calendar days of oral or written request.</u> The Department alleges these acts are in violation of CIC §790.034(b)(2) and are unfair practices under CIC §790.03(h)(2).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §791.06(b) [CIC §790.03(h)(3)]	The Company utilized a disclosure authorization form that it failed to date. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company utilized a disclosure authorization form that it failed to date.</u> The Department alleges these acts are in violation of CIC §791.06(b) and are unfair practices under CIC §790.03(h)(3).
CIC §791.06(c) [CIC §790.03(h)(3)]	The Company utilized a disclosure authorization form that failed to specify the types of persons authorized to disclose information about the individual. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company utilized a disclosure authorization form that failed to specify the types of persons authorized to disclose information about the individual.</u> The Department alleges these acts are in violation of CIC §791.06(c) and are unfair practices under CIC §790.03(h)(3).
CIC §791.06(d) [CIC §790.03(h)(3)]	The Company utilized a disclosure authorization form that failed to specify the nature of the information authorized to be disclosed. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances the Company utilized a disclosure authorization form that failed to specify the nature of the information authorized to be disclosed.</u> The Department alleges these acts are in violation of CIC §791.06(d) and are unfair practices under CIC §790.03(h)(3).
CIC §791.06(e) [CIC §790.03(h)(3)]	The Company utilized a disclosure authorization form that failed to name the insurance institution or agent to whom the individual authorized information to be disclosed. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company utilized a disclosure authorization form that failed to name the insurance institution or agent to whom the individual authorized information to be disclosed.</u> The Department alleges these acts are in violation of CIC §791.06(e) and are unfair practices under CIC §790.03(h)(3).
CIC §791.06(f) [CIC §790.03(h)(3)]	The Company utilized a disclosure authorization form that failed to specify the purposes for which the information was collected. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company utilized a disclosure authorization form that failed to specify the purposes for which the information was collected.</u> The Department alleges these acts are in violation of CIC §791.06(f) and are unfair practices under CIC §790.03(h)(3).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §791.06(g)(2)(A) or CIC §791.06(g)(2)(B) [CIC §790.03(h)(3)] (A)= health (B)=all others	The Company utilized a disclosure authorization form that failed to specify the length of time the authorization would remain valid. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company utilized a disclosure authorization form that failed to specify the length of time the authorization would remain valid.</u> The Department alleges these acts are in violation of CIC §791.06(g)(2)(A) or CIC §791.06(g)(2)(B) and are unfair practices under CIC §790.03(h)(3). (A). = health (B). = all others
CIC §796.04 [CIC §790.03(h)(5)]	The Company authorized payment for health care services and rescinded the authorization after the provider(s) rendered the services in good faith. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<u>In ** instances, the Company authorized payment for health care services and rescinded the authorization after the provider(s) rendered the services in good faith.</u> The Department alleges these acts are in violation of CIC §796.04 and are unfair practices under CIC §790.03(h)(5).
CIC §880 [CIC §790.03(h)(3)]	The Company failed to conduct its business in its own name. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to conduct its business in its own name.</u> The Department alleges these acts are in violation of CIC §880 and are unfair practices under CIC §790.03(h)(3).
CIC §1861.05(a) [CIC §790.03(h)(5)] TOTAL LOSSES	The Company failed to amend the premium charged to the insured to reflect the current exposure following the total loss of the vehicle that previously served as the exposure basis for rating purposes. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<u>In ** instances, the Company failed to amend the premium charged to the insured to reflect the current exposure following the total loss of the vehicle that previously served as the exposure basis for rating purposes.</u> The Department alleges these acts are in violation of CIC § 1861.05(a) and are unfair practices under CIC §790.03(h)(5).
CIC §1871.2(a) [CIC §790.03(h)(3)] Third Party - Releases are not claims forms per Legal Opinion 4/13/04	The Company failed to include the California fraud warning on insurance forms. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to include the California fraud warning on insurance forms.</u> The Department alleges these acts are in violation of CIC §1871.2(a) and are unfair practices under CIC §790.03(h)(3).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §1871.3(a) [CIC §790.03(h)(3)]	The Company failed to secure a theft affidavit from the insured. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to secure a theft affidavit from the insured.</u> The Department alleges these acts are in violation of CIC §1871.3(a) and are unfair practices under CIC §790.03(h)(3).
CIC §1871.3(a) [CIC §790.03(h)(3)]	The Company failed to secure a theft affidavit from the insured prior to the settlement of the claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to secure a theft affidavit from the insured prior to the settlement of the claim.</u> The Department alleges these acts are in violation of CIC §1871.3(a) and are unfair practices under CIC §790.03(h)(3).
CIC §1871.3(a)(1) [CIC §790.03(h)(3)]	The Company failed to include the penalty of perjury warning on its theft affidavit. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to include a warning on its theft affidavit that false representations subject the insured to a penalty of perjury.</u> The Department alleges these acts are in violation of CIC §1871.3(a)(1) and are unfair practices under CIC §790.03(h)(3).
CIC §1871.3(b) [CIC §790.03(h)(3)]	The Company failed to properly instruct the insured regarding the signing of the theft affidavit. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to properly instruct the insured regarding the signing of the theft affidavit.</u> The insured should have been informed that, in lieu of notarization, the form could be signed in the presence of the insurance agent, broker, adjuster, or other claims representative. The Department alleges these acts are in violation of CIC §1871.3(b) and are unfair practices under CIC §790.03(h)(3).
CIC §1871.3(d)(3) [CIC §790.03(h)(3)]	The Company failed to retain a copy of the police report of a vehicle theft for at least three years. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to retain a copy of the police report of a vehicle theft for at least three years.</u> The Department alleges these acts are in violation of CIC §1871.3(d)(3) and are unfair practices under CIC §790.03(h)(3).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §1872.4(a) [CIC §790.03(h)(3)]	The Company failed to report a claim that appeared to be fraudulent to the Bureau of Fraudulent Claims within 60 days after determination by the insurer that the claim appears to be fraudulent. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed report a claim that appeared to be fraudulent to the Bureau of Fraudulent Claims within 60 days after determination by the insurer that the claim appears to be fraudulent.</u> The Department alleges these acts are in violation of CIC §1872.4(a) and are unfair practices under CIC §790.03(h)(3).
CIC §1874.6 [CIC §790.03(h)(3)]	The Company failed to report an automobile theft and salvage total loss to the National Automobile Theft Bureau. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to report an automobile theft and salvage total loss to the National Automobile Theft Bureau.</u> The Department alleges these acts are in violation of CIC §1874.6 and are unfair practices under CIC §790.03(h)(3).
CIC §1874.6 [CIC §790.03(h)(3)]	The Company failed to report an automobile theft and salvage total loss to the National Automobile Theft Bureau with the vehicle identification number or other information as may be required. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to report an automobile theft and salvage total loss to the National Automobile Theft Bureau with the vehicle identification number or other information as may be required.</u> The Department alleges these acts are in violation of CIC §1874.6 and are unfair practices under CIC §790.03(h)(3).
CIC §1876 [CIC §790.03(h)(3)]	The Company failed, within 20 days of receipt of a bodily injury, medical payment or uninsured motorist bodily injury claim, to deposit the claim information with a licensed insurance claims analysis bureau. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed, within 20 days of receipt of a bodily injury, medical payment or uninsured motorist bodily injury claim, to deposit the claim information with a licensed insurance claims analysis bureau.</u> The Department alleges these acts are in violation of CIC §1876 and are unfair practices under CIC §790.03(h)(3).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §1879.2(a) [CIC §790.03(h)(3)]</p> <p>First Party - Releases are not claims forms per Legal Opinion 4/13/04</p>	<p>The Company failed to include the California fraud warning on insurance forms. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include the California fraud warning on insurance forms.</u> The Department alleges these acts are in violation of CIC §1879.2(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §2057 [CIC §790.03(h)(4)]</p> <p>First Party Fire Insurance</p>	<p>The Company failed to issue payment within 30 days after the amount of the loss and the liability of the Company had been agreed upon or settled by the insured and the Company in writing. [The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.]</p>	<p><u>In ** instances, the Company failed to issue payment within 30 days after the amount of the loss and the liability of the Company had been agreed upon or settled by the insured and the Company in writing.</u> The Department alleges these acts are in violation of CIC §2057 and are unfair practices under CIC §790.03(h)(4).</p>
<p>CIC §2057 [CIC §790.03(h)(5)]</p> <p>First Party Fire Insurance</p> <p>The payment shall bear interest, beginning the 31st day, at the prevailing legal rate.</p>	<p>The Company failed to include interest at the prevailing legal rate on payments made over 30 days. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to include interest at the prevailing legal rate on payments made over 30 days.</u> The Department alleges these acts are in violation of CIC §2057 and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §2071 [CIC §790.03(h)(3)]</p> <p>First Party Fire Insurance</p> <p><i>Timely manner</i> not defined, general standard 30 calendar days.</p>	<p>The Company failed to issue a written status report to the insured within a timely manner upon assignment of three or more adjusters within a six-month period. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to issue a written status report to the insured within a timely manner upon assignment of three or more adjusters within a six-month period.</u> The Department alleges these acts are in violation of CIC §2071 and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §2071.1(a) [CIC §790.03(h)(3)]</p>	<p>The Company failed to comply with requirements applicable to an examination of an insured under oath. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to comply with requirements applicable to an examination of an insured under oath.</u> The Department alleges these acts are in violation of CIC §2057 and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10111.2(a) [CIC §790.03(h)(4)]</p> <p>Disability Income</p>	<p>The Company failed to pay benefits within 30 calendar days from receipt of information needed to determine liability. [The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.]</p>	<p><u>In ** instances, the Company failed to pay benefits within 30 calendar days from receipt of information needed to determine liability.</u> The Department alleges these acts are in violation of CIC §10111.2(a) and are unfair practices under CIC §790.03(h)(4).</p>
<p>CIC §10111.2(b) [CIC §790.03(h)(3)]</p> <p>Disability Income</p>	<p>The Company failed to notify the insured in writing of information needed to determine liability within 30 calendar days after receipt of the claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the insured in writing of information needed to determine liability within 30 calendar days after receipt of the claim.</u> The Department alleges these acts are in violation of CIC §10111.2(b) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10111.2(b) [CIC §790.03(h)(5)]</p> <p>Disability Income</p>	<p>The Company failed to notify the insured in writing of information needed to determine liability within 30 calendar days after receipt of the claim, and failed to pay interest on the payment amount. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to notify the insured in writing of information needed to determine liability within 30 calendar days after receipt of the claim, and failed to pay interest on the payment amount.</u> The Department alleges these acts are in violation of CIC §10111.2(b)(a) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10111.2(c) [CIC §790.03(h)(5)]</p> <p>Disability Income</p>	<p>The Company failed to pay interest on a benefit payment that was not paid within 30 calendar days from receipt of information needed to determine liability. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay interest on a benefit payment that was not paid within 30 calendar days from receipt of information needed to determine liability.</u> The Department alleges these acts are in violation of CIC §10111.2(c) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10113 [CIC §790.03(h)(1)]</p> <p><u>If this involves a claim, then cite, if the insurer is using the application info to deny or reduce a claim. Otherwise, do not cite a 790.</u></p>	<p>The Company failed to endorse or attach the application to the policy. The policy is deemed to constitute the entire contract between the parties and the application cannot be incorporated therein by reference unless it is endorsed upon or attached to the policy. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Department alleges that the Company failed to endorse or attach Deleted: 3 application to the policy.</u> The policy is deemed to constitute the entire contract between the parties and the application cannot be incorporated therein by reference unless it is endorsed upon or attached to the policy. The Department alleges these acts are in violation of CIC §10113 and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10113.5 [CIC §790.03(h)(1)]</p> <p>Individual Life – Policy shall contain provision of Incontestability. See cite for exceptions.</p> <p>This could also be paired with 790.03(h)(3) or possibly 790.03(h)(5) for a potential wrongful denial—discuss with your supervisor.</p>	<p>The Company failed to adhere to the policy provision that it is incontestable after it has been in force for a period of two years. [The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.]</p>	<p><u>In ** instances, the Company failed to adhere to the policy provision that it is incontestable after it has been in force for a period of two years.</u> The Department alleges these acts are in violation of CIC §10113.5 and are unfair practices under CIC §790.03(h)(1).</p>
<p>CIC §10123.13(a) [CIC §790.03(h)(4)]</p> <p>HEALTH CLAIMS</p>	<p>The Company failed to reimburse claims as soon as practical, but no later than 30 working days after receipt of the claim. [The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.]</p>	<p><u>In ** instances, the Company failed to reimburse claims as soon as practical, but no later than 30 working days after receipt of the claim.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(4).</p>
<p>CIC §10123.13(a) [CIC §790.03(h)(3)]</p> <p>Contested only</p> <p>Contested and Denied are separated as the 790 pairings are different</p>	<p>The Company failed to notify both the insured and the provider in writing within 30 working days after receipt of the claim, that the claim was contested by the insurer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify both the insured and the provider, in writing within 30 working days after receipt of the claim, that the claim was contested, by the insurer.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10123.13(a) [CIC §790.03(h)(3)]</p> <p>Contested only</p>	<p>The Company failed to include in its notice of a claim that was being contested the portion of the claim that was contested and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for contesting the claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include in its notice of a claim that was being contested the portion of the claim that was contested and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for contesting the claim.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10123.13(a) [CIC §790.03(h)(13)]</p> <p>Denied only</p> <p>Note: This was paired with 790.03(h)(13), but could also be 790.03(h)(5) for not being prompt in denying—discuss with your supervisor.</p>	<p>The Company failed to notify in writing within 30 working days after receipt of the claim both the insured and the provider that the claim was denied. [The Company failed to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p>	<p><u>In ** instances, the Company failed to notify in writing within 30 working days after receipt of the claim both the insured and the provider that the claim was denied.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(13).</p>
<p>CIC §10123.13(a) [CIC §790.03(h)(13)]</p> <p>Denied only</p>	<p>The Company failed to include in its notice of a claim being denied the portion of the claim that was denied and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for denying the claim. [The Company failed to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p>	<p><u>In ** instances, the Company failed to include in its notice of a claim being denied the portion of the claim that was denied and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for denying the claim.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10123.13(a) [CIC §790.03(h)(3)]</p> <p>Separated</p>	<p>The Company failed to include in its notice of a claim being contested or denied that either the insured or the provider may seek a review by the Department. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include in its notice of a claim being contested or denied that either the insured or the provider may seek a review by the department.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10123.13(a) [CIC §790.03(h)(3)]</p> <p>Separated</p>	<p>The Company failed to include in its notice of a claim being contested or denied the address, Internet Web site address, and telephone number of the unit within the Department that may review the denial on behalf of the insured or the provider. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include in its notice of a claim being contested or denied the address, Internet Web site address, and telephone number of the unit within the Department that may review the denial on behalf of the insured or the provider.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
CIC §10123.13(a) [CIC §790.03(h)(3)]	The Company failed to include a statement to the provider in a contested or denied claim advising of its right to enter into the dispute resolution process described in CIC §10123.137. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to include a statement to the provider in a contested or denied claim advising of its right to enter into the dispute resolution process described in CIC §10123.137.</u> The Department alleges these acts are in violation of CIC §10123.13(a) and are unfair practices under CIC §790.03(h)(3).
CIC §10123.13(b) [CIC §790.03(h)(5)]	The Company failed to pay interest on an uncontested claim after 30 working days. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<u>In ** instances, the Company failed to pay interest on an uncontested claim after 30 working days.</u> The Department alleges these acts are in violation of CIC §10123.13(b) and are unfair practices under CIC §790.03(h)(5).
CIC §10123.13(c) [CIC §790.03(h)(5)]	The Company failed to pay interest on a contested claim after 30 working days. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]	<u>In ** instances, the Company failed to pay interest on a contested claim after 30 working days.</u> The Department alleges these acts are in violation of CIC §10123.13(c) and are unfair practices under CIC §790.03(h)(5).
CIC §10123.135 [CIC §790.03(h)(3)] Utilization Reviews	The Company failed to comply with the process described in CIC §10123.135 for reviewing health care service provider requests. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to comply with the process described in CIC §10123.135 for reviewing health care service provider requests.</u> The Department alleges these acts are in violation of CIC §10123.135 and are unfair practices under CIC §790.03(h)(3).
CIC §10123.137(c) [CIC §790.03(h)(3)]	The Company failed to resolve each provider dispute consistent with applicable law and issue a written determination within 45 working days after the date of receipt of the provider dispute. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]	<u>In ** instances, the Company failed to resolve each provider dispute consistent with applicable law and issue a written determination within 45 working days after the date of receipt of the provider dispute.</u> The Department alleges these acts are in violation of CIC §10123.137(c) and are unfair practices under CIC §790.03(h)(3).

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10123.147(a) [CIC §790.03(h)(4)]</p> <p>Uncontested claims</p> <p>CIC §10123.147(h) explains that the entire section applies to emergency services. Complete Claim is discussed under 10123.147(c)</p>	<p>The Company failed to reimburse emergency services claims as soon as practical, but no later than 30 working days after receipt of the complete claim. [The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.]</p>	<p><u>In ** instances, the Company failed to reimburse emergency services claims as soon as practical, but no later than 30 working days after receipt of the complete claim.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(4).</p>
<p>CIC §10123.147(a) [CIC §790.03(h)(3)]</p> <p>Contested claims only*</p> <p>Contested and Denied are separated as the 790 pairings are different.</p>	<p>The Company failed to notify in writing within 30 working days after receipt of the claim, both the insured and the provider, that the emergency services claim was contested by the insurer. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify in writing within 30 working days after receipt of the claim, both the insured and the provider, that the emergency services claim was contested.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10123.147(a) [CIC §790.03(h)(3)]</p> <p>Contested only</p>	<p>The Company failed to include in its notice that a claim was being contested the portion of the claim that was contested and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for contesting the claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include in its notice that a claim was being contested the portion of the claim that was contested and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for contesting the claim.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10123.147(a) [CIC §790.03(h)(13)]</p> <p>Denied only*</p> <p>Note: This was paired with 790.03(h)(13), but could also be 790.03(h)(5) for not being prompt in denying—discuss with your supervisor.</p>	<p>The Company failed to notify in writing within 30 working days after receipt of the claim both the insured and the provider that the emergency services claim was denied. [The Company failed to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p>	<p><u>In ** instances, the Company failed to notify in writing within 30 working days after receipt of the claim both the insured and the provider, that the emergency services claim was denied.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(13).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10123.147(a) [CIC §790.03(h)(13)]</p> <p>Denied only</p>	<p>The Company failed to include in its notice of a claim being denied the portion of the claim that was denied and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for denying the claim. [The Company failed to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p>	<p><u>In ** instances, the Company failed to include in its notice that a claim is being denied the portion of the claim that is denied and the specific reasons including for each reason the factual and legal basis known at that time by the insurer for denying the claim.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(13).</p>
<p>CIC §10123.147(a) [CIC §790.03(h)(3)]</p> <p>Separated</p>	<p>The Company failed to include in its notice of a claim being contested or denied that either the insured or the provider may seek a review by the Department. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include in its notice of a claim being contested or denied that either the insured or the provider may seek a review by the Department.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10123.147(a) [CIC §790.03(h)(3)]</p> <p>Separated</p>	<p>The Company failed to include in its notice of a claim being contested or denied the address, Internet Web site address, and telephone number of the unit within the Department that may review the denial on behalf of the insured or the provider. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include in its notice of a claim being contested or denied the address, Internet Web site address, and telephone number of the unit within the department that may review the denial on behalf of the insured or the provider.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10123.147(a) [CIC §790.03(h)(3)]</p>	<p>The Company failed to include a statement to the provider in a contested or denied claim advising of its right to enter into the dispute resolution process described in CIC §10123.137. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to include a statement to the provider in a contested or denied claim advising of its right to enter into the dispute resolution process described in CIC §10123.137.</u> The Department alleges these acts are in violation of CIC §10123.147(a) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10123.147(b) [CIC §790.03(h)(5)]</p> <p>Interest payments may be payable to the Insured or the provider. Insurer should be consistent in its practice. Insurer must pay the greater of \$15 per year or interest at the rate of 10% per annum.</p>	<p>The Company failed to pay interest on an uncontested claim for emergency services after 30 working days. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay interest on an uncontested claim for emergency services after 30 working days.</u> The Department alleges these acts are in violation of CIC §10123.147(b) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10123.147(e) [CIC §790.03(h)(5)]</p>	<p>The Company failed to pay interest on a contested claim for emergency services paid after 30 working days from receiving the additional information. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay interest on a contested claim for emergency services paid after 30 working days from receiving the additional information.</u> The Department alleges these acts are in violation of CIC §10123.147(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10133.65(c) [CIC §790.03(h)(3)]</p>	<p>The Company failed to give to the provider at least 45 business days' notice of a material change to its contract. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to give to the provider at least 45 business days' notice of a material change to its contract.</u> The Department alleges these acts are in violation of CIC §10133.65(c) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10133.66</p> <p>The 790 pairing depends on which part of 10133.66 the Company failed – Therefore, specific Table Language is noted below.</p>	<p>The Company failed to meet claims deadlines; to follow claims overpayment reimbursement rules; to acknowledge claims received to disclose applicable claims information to contracted providers.</p>	<p><u>In ** instances, the Company failed to meet claims deadlines; follow claims overpayment reimbursement rules; acknowledge claims received or disclose applicable claims information to contracted providers.</u> The Department alleges these acts are in violation of CIC §10133.66 and are unfair practices under CIC §790.03_____.</p>
<p>CIC §10133.66(b) [CIC §790.03(h)(3)]</p>	<p>The Company failed to send a written request to the provider within 365 days of the date of the claim overpayment with a clear explanation of the basis for the requested reimbursement. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to send a written request to the provider within 365 days of the date of the claim overpayment with a clear explanation of the basis for the requested reimbursement.</u> The Department alleges these acts are in violation of CIC §10133.66(b) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10133.66(b) [CIC §790.03(h)(3)]</p>	<p>The Company failed to furnish the provider with a clear explanation of the basis upon which it is believed the amount paid on the claim was in excess of the amount due, including interest and penalties on the claim. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to furnish the provider with a clear explanation of the basis upon which it is believed the amount paid on the claim was in excess of the amount due, including interest and penalties on the claim.</u> The Department alleges these acts are in violation of CIC §10133.66(b) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10133.66(c) [CIC §790.03(h)(2)]</p> <p>The receipt of each claim shall be identified & acknowledged & the recorded date of receipt shall be disclosed to the provider in the same manner in which the claim was submitted (e.g. telephone, electronic means, website).</p>	<p>The Company failed to acknowledge receipt of claim from the provider within 15 working days. [The Company failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to acknowledge receipt of claim from the provider within 15 working days.</u> The Department alleges these acts are in violation of CIC §10133.66(c) and are unfair practices under CIC §790.03(h)(2).</p>
<p>CIC §10169(e) [CIC §790.03(h)(3)]</p> <p>CIC § 10169 defines disputed health care service to involve the practice of medicine or disability insurance covering hospital, medical or surgical benefits.</p> <p>Note: Used subsection (i); however, it appears (e) may also apply. It is unclear in a claim when (e) or (i) should be utilized. Therefore, both are included in this table with language that is almost verbatim to the code—discuss with supervisor.</p>	<p>The Company failed to advise the insured of the right to an independent medical review whenever health services have been denied, modified, or delayed by the insurer, or by one of its contracting providers, if the decision was based in whole or in part on a finding that the proposed health care services are not medically necessary. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to advise the insured of the right to an independent medical review whenever health services have been denied, modified, or delayed by the insurer, or by one of its contracting providers, if the decision was based in whole or in part on a finding that the proposed health care services are not medically necessary.</u> The Department alleges these acts are in violation of CIC §10169(e) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10169(i) [CIC §790.03(h)(3)]</p> <p>CIC § 10169 defines disputed health care service to involve the practice of medicine or disability insurance covering hospital, medical or surgical benefits.</p> <p>Note: Used subsection (i); however, it appears (e) may also apply. It is unclear in a claim when (e) or (i) should be utilized—discuss with supervisor. Therefore, both are included in this table with language that is almost verbatim to the code.</p>	<p>The Company failed to advise the insured of the right to an independent medical review on letters of denials and on all written responses to grievances in cases in which the insured believed that health care services had been improperly denied, modified, or delayed by the insurer, or by one of its contracting providers. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to advise the insured of the right to an independent medical review on letters of denials and on all written responses to grievances in cases in which the insured believed that health care services had been improperly denied, modified, or delayed by the insurer, or by one of its contracting providers.</u> The Department alleges these acts are in violation of CIC §10169(i) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10172.5(a) [CIC §790.03(h)(5)]</p>	<p>The Company failed to pay interest on a claim that remained unpaid longer than 30 days from the date of death. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay interest on a claim that remained unpaid longer than 30 days from the date of death.</u> The Department alleges these acts are in violation of CIC §10172.5(a) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10172.5(a) [CIC §790.03(h)(5)]</p> <p>Accidental Death Survivor Benefits</p>	<p>The Company failed to pay interest on a death claim, under a disability policy, that was paid longer than 30 days from the date of death of the insured, pursuant to CIC §10174. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay interest on a death claim, under a disability policy, that was paid longer than 30 days from the date of death of the insured, pursuant to CIC §10174.</u> The Department alleges these acts are in violation of CIC §10172.5(a) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10172.5(b) [CIC §790.03(h)(5)]</p> <p>General standard within 30 days</p>	<p>The Company delayed payment for a period longer than reasonably necessary. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company delayed payment for a period longer than reasonably necessary.</u> The Department alleges these acts are in violation of CIC §10172.5(b) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10172.5(c) [CIC §790.03(h)(3)]</p>	<p>The Company failed to notify the beneficiary that interest will be paid. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the beneficiary that interest will be paid.</u> The Department alleges these acts are in violation of CIC §10172.5(c) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10172.5(c) [CIC §790.03(h)(3)]</p>	<p>The Company failed to notify the beneficiary of the specified rate of interest paid on the death benefit. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the beneficiary of the specified rate of interest paid on the death benefit.</u> The Department alleges these acts are in violation of CIC §10172.5(c) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10178.3 790.03(h)(5) since they improperly reduced the payment. Note: This is not on the Compliance Checklist – Rarely utilized</p>	<p>The Company applied a provider's network discount to a non-network benefit.</p>	<p><u>In ** instances, the Company applied a provider's network discount to a non-network benefit.</u> The Department alleges these acts are in violation of CIC §10178.3.</p>
<p>CIC §10198.7(a) [CIC §790.03(h)(1)] Pertains to plans that cover three or more persons for a period greater than six months following the individual's effective date of coverage and six months immediately preceding the effective date of coverage. This was paired with 790.03(h)(1) as it most closely involves a misrepresentation of coverage; however, this could also be 790.03(h)(3) or possibly 790.03(h)(5) for a potential wrongful denial—discuss with your supervisor.</p>	<p>The Company failed to apply the time period specified by the code for any individual on the basis of a preexisting condition provision. [The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.]</p>	<p><u>In ** instances, the Company failed to apply the time period specified by the code for any individual on the basis of a preexisting condition provision.</u> The Department alleges these acts are in violation of CIC §10198.7(a) and are unfair practices under CIC §790.03(h)(1).</p>
<p>CIC §10198.7(b) [CIC §790.03(h)(1)] Pertains to plans that cover one or two persons for a period greater than 12 months following the individual's effective date of coverage and 12 months immediately preceding the effective date of coverage.</p>	<p>The Company failed to apply the time period specified by the code for any individual on the basis of a preexisting condition provision. [The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.]</p>	<p><u>In ** instances, the Company failed to apply the time period specified by the code for any individual on the basis of a preexisting condition provision.</u> The Department alleges these acts are in violation of CIC §10198.7(a) and are unfair practices under CIC §790.03(h)(1).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10198.7(e) [CIC §790.03(h)(5)]</p> <p>Note: By not applying the creditable coverage, this may result in a wrongful denial. This was the reason 790.03(h)(5) was paired; however, could also be 790.03(h)(1) for a misrepresentation of coverage or possibly 790.03(h)(3)—discuss with supervisor.</p>	<p>The Company failed to waive the pre-existing period when a certificate of creditable coverage had been presented to the Company. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to waive the pre-existing period when a certificate of creditable coverage had been presented to the Company.</u> The Department alleges these acts are in violation of CIC §10198.7(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10198.7(h)(1)</p> <p>Newborn as of last day of the 30-day period beginning with the date of birth.</p> <p>CIC §10198.7(h)(2)</p> <p>Child who is adopted before age 18 and within 30 days of the adoption has creditable coverage.</p> <p>CIC §10198.7(h)(3)</p> <p>Condition relating to benefits for pregnancy or maternity care.</p> <p>[CIC §790.03(h)(5)]</p> <p>Applies to Group Health Benefit Plans</p> <p>Note: This was paired with 790.03(h)(5) as it most closely relates to a wrongful denial; however, this could also be 790.03(h)(1) or possibly 790.03(h)(3).</p>	<p>The Company improperly imposed a preexisting condition exclusion. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company improperly imposed a preexisting condition exclusion.</u> The Department alleges these acts are in violation of CIC §10198.7(h)(1) or (2) or (3) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10232.3(d) [CIC §790.03(h)(3)]</p> <p>Long Term Care</p> <p>Similar to CIC §10384 below for health rescissions; however, CIC §10232.3(d) does not reference or define "postclaims underwriting".</p> <p>Note: This could also be paired with 790.03(h)(5) as this may result in an wrongful denial—discuss with supervisor.</p>	<p>The Company failed to complete medical underwriting and resolve all reasonable questions arising from written information submitted on or with an application before issuing the policy or certificate. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.</p>	<p><u>In ** instances, the Company failed to complete medical underwriting and resolve all reasonable questions arising from written information submitted on or with an application before issuing the policy or certificate.</u> The Department alleges these acts are in violation of CIC §10232.3(d) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10232.4(a) [CIC §790.03(h)(1)]</p> <p>Long Term Care - This applies to other than a group policy.</p> <p>Note: This was paired with 790.03(h)(1) as it most closely involves a misrepresentation of coverage; however, this could also be 790.03(h)(5) for a potential wrongful denial—discuss with your supervisor.</p>	<p>The Company failed to properly define a preexisting condition. [The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.]</p>	<p><u>In ** instances, the Company failed to properly define a preexisting condition.</u> The Department alleges these acts are in violation of CIC §10232.4(a) and are unfair practices under CIC §790.03(h)(1).</p>
<p>CIC §10232.4(b) [CIC §790.03(h)(1)]</p> <p>Long Term Care - within 6 months preceding the effective date of coverage.</p> <p>Note: This was paired with 790.03(h)(1) as it most closely involves a misrepresentation of coverage; however, this could also be 790.03(h)(5) for a potential wrongful denial.</p>	<p>The Company failed to apply the time period specified by the code for disclosed preexisting conditions. [The Company misrepresented to claimants pertinent facts or insurance policy provisions relating to any coverages at issue.]</p>	<p><u>In ** instances, the Company failed to apply the time period specified by the code for disclosed preexisting conditions.</u> The Department alleges these acts are in violation of CIC §10232.4(b) and are unfair practices under CIC §790.03(h)(1).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10232.5(a) CIC §10232.5(b) CIC §10232.5(c) CIC §10232.5(d) [CIC §790.03(h)(5)]</p> <p>Long Term Care - Not applicable to policies issued prior to 1/1/90.</p> <p>Note: This was paired with 790.03(h)(5) as it most closely relates to a wrongful denial; however, this could also be 790.03(h)(1) as it involves a potential misrepresentation of coverage—discuss with supervisor.</p>	<p>The Company issued policies with prohibited conditions. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company issued policies with prohibited conditions.</u> The Department alleges these acts are in violation of CIC §10232.5(a), (b), (c) and/or (d) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10232.8(a) CIC §10232.8(a)(1) CIC §10232.8(a)(2) [CIC §790.03(h)(5)]</p> <p>Long Term Care - Policies not federally tax qualified. This applies to Home Care benefits involving the threshold establishing eligibility.</p> <p>Note: This was paired with 790.03(h)(5) as it most closely relates to a wrongful denial; however, this could also be 790.03(h)(1) as it involves a potential misrepresentation—discuss with supervisor.</p>	<p>The Company failed to cover benefit triggers. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to cover benefit triggers.</u> The Department alleges these acts are in violation of CIC §10232.8(a), (a)(1) and/or (a)(2) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10232.8(b) CIC §10232.8(b)(1) CIC §10232.8(b)(2) [CIC §790.03(h)(5)]</p> <p>Long Term Care – Applies to federally tax qualified policies for Home Care benefits involving the threshold establishing eligibility.</p> <p>Note: This was paired with 790.03(h)(5) as it most closely relates to a wrongful denial; however, this could also be 790.03(h)(1) as it involves a potential misrepresentation—discuss with supervisor.</p>	<p>The Company failed to cover benefit triggers. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to cover benefit triggers.</u> The Department alleges these acts are in violation of CIC §10232.8(b), (b)(1) and/or (b)(2) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10232.8(c) [CIC §790.03(h)(3)]</p> <p>Long Term Care – Applies to federally tax qualified policies. This applies to claims in which the Company determined the insured does not meet the definition of a "chronically ill individual."</p>	<p>The Company failed to notify the insured that upon request he or she shall be entitled to a second assessment by a licensed health care practitioner who shall personally examine the insured. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the insured that upon request he or she shall be entitled to a second assessment by a licensed health care practitioner who shall personally examine the insured.</u> The Department alleges these acts are in violation of CIC §10232.8(c) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10232.9(c)(1) CIC §10232.9(c)(2) CIC §10232.9(c)(3) CIC §10232.9(c)(4) CIC §10232.9(c)(5) CIC §10232.9(c)(6) CIC §10232.9(c)(7) [CIC §790.03(h)(5)]</p> <p>Long Term Care – Home care benefits involving criteria & requirements</p> <p>Note: This was paired with 790.03(h)(5) as it most closely relates to a wrongful denial; however, this could also be 790.03(h)(1) as it involves a potential misrepresentation—discuss with supervisor.</p>	<p>The Company issued policies with prohibited conditions. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company issued policies with prohibited conditions.</u> The Department alleges these acts are in violation of CIC §10232.5(a), (b), (c) and/or (d) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10232.9(d) [CIC §790.03(h)(5)]</p> <p>Long Term Care – Home care benefits</p>	<p>The Company failed to pay the maximum benefit payment. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay the maximum benefit payment.</u> The Department alleges these acts are in violation of CIC §10232.9(d) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10232.92(a) [CIC §790.03(h)(5)]</p> <p>Long Term Care – Applies to policies covering confinement in a nursing facility</p> <p>Note: This could also possibly be 790.03(h)(1)—discuss with supervisor</p>	<p>The Company failed to cover care in a residential care facility. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, Company failed to cover care in a residential care facility.</u> The Department alleges these acts are in violation of CIC §10232.92(a) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10232.92(b) [CIC §790.03(h)(5)]</p> <p>Long Term Care</p>	<p>The Company failed to pay the required benefit amount for care in a residential care facility of no less than 70 percent of the benefit amount payable for institutional confinement. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, Company failed to pay the required benefit amount for care in a residential care facility of no less than 70 percent of the benefit amount payable for institutional confinement.</u> The Department alleges these acts are in violation of CIC §10232.92(b) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10232.95 [CIC §790.03(h)(5)]</p> <p>[Long Term Care – Applies to policies that provide reimbursement for care in a nursing facility]</p>	<p>The Company failed to cover and reimburse per diem expenses as well as the costs of ancillary supplies and services. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, Company failed to cover and reimburse per diem expenses as well as the costs of ancillary supplies and services.</u> The Department alleges these acts are in violation of CIC §10232.95 and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10232.97 [CIC §790.03(h)(5)]</p> <p>Long Term Care – Nursing facility</p> <p>Note: This was paired with 790.03(h)(5) as it most closely relates to a wrongful denial; however, this could also be 790.03(h)(1) as it involves a potential misrepresentation—discuss with supervisor.</p>	<p>The Company established an eligibility threshold for nursing facility care which was more restrictive than the provision that the insured will qualify if either one of two criteria are met: a) impairment in two activities of daily living; or b) impairment in cognitive ability. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company established an eligibility threshold for nursing facility care which was more restrictive than the provision that the insured will qualify if either one of two criteria are met: a) impairment in two activities of daily living; or b) impairment in cognitive ability.</u> The Department alleges these acts are in violation of CIC §10232.97 and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10234.8 [CIC §790.03(h)(3)]</p> <p>Long Term Care</p>	<p>The Company failed in its duty of honesty, and its duty of good faith and fair dealing with the insured. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed in its duty of honesty, and its duty of good faith and fair dealing with the insured.</u> The Department alleges these acts are in violation of CIC §10234.8 and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10235.8 [CIC §790.03(h)(5)]</p> <p>Long Term Care – Applies to exclusions and limitations</p> <p>Note: This was paired with 790.03(h)(5) as it most closely relates to a wrongful denial; however, this could also be 790.03(h)(1) as it involves a potential misrepresentation—discuss with supervisor.</p>	<p>The Company issued policies with prohibited conditions. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company issued policies with prohibited conditions.</u> The Department alleges these acts are in violation of CIC §10235.8 and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10235.9(b) [CIC §790.03(h)(4)]</p> <p>and</p> <p>[CIC §790.03(h)(13)]</p> <p>Long Term Care – Note for EICS – Insurers must annually report to the Department the # of denied claims.</p> <p>Note: Two 790s pair with this cite – If both aspects apply, this should be separated for each aspect as done in other citations.</p>	<p>The Company failed to provide the insured whose claim is denied a written notice within 40 days of the date of denial with the reasons for the denial and all information directly related to the denial. [The Company failed to affirm or deny coverage of claims within a reasonable time after proof of loss requirements have been completed and submitted by the insured.] and [The Company failed to provide promptly a reasonable explanation of the basis relied on in the insurance policy, in relation to the facts or applicable law, for the denial of a claim or for the offer of a compromise settlement.]</p>	<p><u>In ** instances, the Company failed to provide the insured whose claim is denied a written notice within 40 days of the date of denial with the reasons for the denial and all information directly related to the denial.</u> The Department alleges these acts are in violation of CIC §10235.9(b) and are unfair practices under CIC §790.03(h)(4) and CIC §790.03(h)(13).</p>
<p>CIC §10235.40(a) [CIC §790.03(h)(3)]</p> <p>Long Term Care</p>	<p>The Company failed to obtain designation of individuals other than the insured to receive notice of lapse or termination of policy or certificate for nonpayment of premium. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to obtain designation of individuals other than the insured to receive notice of lapse or termination of policy or certificate for nonpayment of premium.</u> The Department alleges these acts are in violation of CIC §10235.40(a) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10235.40(d) [CIC §790.03(h)(3)]</p> <p>Long Term Care</p>	<p>The Company failed to provide notice at least 30 days prior to the effective date of the lapse or termination to the insured and to the individual or individuals designated to receive notice. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to provide notice at least 30 days prior to the effective date of the lapse or termination to the insured and to the individual or individuals designated to receive notice.</u> The Department alleges these acts are in violation of CIC §10235.40(d) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC 10235.40(e) [CIC §790.03(h)(5)]</p> <p>Long Term Care</p>	<p>The Company failed, in the event of lapse, to reinstate coverage when requested within five months after termination and the Company was provided with proof of the insured's cognitive impairment or the loss of functional capacity. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed, in the event of lapse, to reinstate coverage when requested within five months after termination and the Company was provided with proof of the insured's cognitive impairment or the loss of functional capacity.</u> The Department alleges these acts are in violation of CIC §10235.40(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §10235.51 [CIC §790.03(h)(3)]</p> <p>[Long Term Care]</p> <p>Note: This could affect claims and the monetary amount paid. Therefore, 790.03(h)(5) could possibly apply. If no claim involved, do not cite as a 790. -- discuss with your supervisor.</p>	<p>The Company failed to document that the insured was given the option to increase coverage on at least an annual basis. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to document that the insured was given the option to increase coverage on at least an annual basis.</u> The Department alleges these acts are in violation of CIC §10235.51 and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10235.95(b) [CIC §790.03(h)(5)]</p> <p>Long Term Care</p> <p>Payment of interest on delayed claims effective Dec 1, 2008. Reference Senate Bill 1216.</p>	<p>The Company failed to pay interest at a rate of 10% per annum on the amount of any accepted claim beginning on the first calendar day after the day that the payment of the accepted claim is due. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to pay interest at a rate of 10% per annum on the amount of any accepted claim beginning on the first calendar day after the day that the payment of the accepted claim is due.</u> The Department alleges these acts are in violation of CIC §10235.95(b) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10237.1 [CIC §790.03(h)(3)]</p> <p>Long Term Care</p> <p>Note: This could affect claims and the monetary amount paid. Therefore, 790.03(h)(5) could possibly apply. If no claim involved, do not cite as a 790 — discuss with your supervisor.</p>	<p>The Company failed to offer at the time of purchase to the policyholder and certificate holder the option to purchase a long-term care insurance policy or certificate containing an inflation protection feature which is no less favorable than an increase in benefit levels compounded annually at a rate of not less than 5 percent. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to offer at the time of purchase to the policyholder and certificate holder the option to purchase a long-term care insurance policy or certificate containing an inflation protection feature which is no less favorable than an increase in benefit levels compounded annually at a rate of not less than 5 percent.</u> The Department alleges these acts are in violation of CIC §10237.1 and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10237.5(b)</p> <p>Long Term Care</p> <p>Do not cite as 790</p>	<p>The Company failed to obtain an inflation protection rejection to be included in the application or on a separate form stating the required language, and to be signed and dated by the insured.</p>	<p><u>In ** instances, the Company failed to obtain an inflation protection rejection to be included in the application or on a separate form stating the required language, and to be signed and dated by the insured.</u> Department alleges these acts are in violation of CIC §10237.5(b).</p> <p>Deleted: (C Deleted: . adopt and i standards fr and proces under insur. Deleted: a under CIC §</p>
<p>CIC §10291.5(b)(1) [CIC §790.03(h)(5)]</p> <p>Disability Income</p> <p>Cite to 790 only if the insurer improperly attempts to enforce an illegal discretionary clause during a claim.</p> <p>Does this need to be re-written to accurately reflect the precedential decision regarding discretionary language? How are we to link 790 to this? pp</p>	<p>The Company's policy contains a discretionary clause which the Commissioner finds to be uncertain, ambiguous or likely to mislead a person to whom the policy is issued. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company's policy contains a discretionary clause which the Commissioner finds to be uncertain, ambiguous or likely to mislead a person to whom the policy is issued.</u> The Department alleges these acts are in violation of CIC §10291.5(b)(1) and are unfair practices under CIC §790.03(h)(5).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §10380 [CIC §790.03(h)(3)]</p>	<p>The Company used statements made in the application for insurance to rescind coverage without establishing that the applicant had intent to deceive, had present knowledge of the facts, or appreciated the significance of information being sought. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company used statements made in the application for insurance to rescind coverage without establishing that the applicant had intent to deceive or had present knowledge of the facts sought and appreciated the significance of information related to him.</u> A false statement in the application shall not bar the right to recovery under the policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by the insurer. The Department alleges these acts are in violation of CIC §10380 and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10381.5 [CIC §790.03(h)(3)]</p>	<p>The Company failed to attach a copy of the application and/or failed to endorse it on the policy at the time of issue. As a result, the insured shall not be bound by any statements made in an application for a policy. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to attach a copy of the application and/or failed to endorse it on the policy at the time of issue. As a result, the insured shall not be bound by any statements made in an application for a policy.</u> The Department alleges these acts are in violation of CIC §10381.5 and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §10384 [CIC §790.03(h)(3)]</p> <p>Note: This could also be paired with 790.03(h)(5) as this may result in unpaid claims—Discuss with your supervisor.</p>	<p>The Company failed to complete medical underwriting and resolve all reasonable questions arising from information submitted on or with an application before issuing the policy. The policy was rescinded based on the practice of post claim underwriting.</p> <p>[The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p>In ** instances, the Company failed to complete medical underwriting and resolve all reasonable questions arising from information submitted on or with an application before issuing the policy. The policy was rescinded based on the practice of post claim underwriting. The Department alleges these acts are in violation of CIC §10384 and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §11580.011(e) [CIC §790.03(h)(3)]</p> <p>PRIOR to JANUARY 1, 2010</p>	<p>The Company failed to ask if a child passenger restraint system was in use by a child during an accident. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to ask if a child passenger restraint system was in use in an accident.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CIC §11580.011(e) [CIC §790.03(h)(5)]</p> <p>PRIOR to JANUARY 1, 2010.</p>	<p>The Company failed to replace the child passenger restraint system that was in use by a child during the accident. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to replace the child passenger restraint system that was in use by a child during the accident.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §11580.011(e) [CIC §790.03(h)(5)]</p> <p>PRIOR to JANUARY 1, 2010</p>	<p>The Company failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system that was in use by a child during the accident. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system that was in use by a child during the accident.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §11580.011(e) [CIC §790.03(h)(5)]</p> <p>PRIOR to JANUARY 1, 2010</p>	<p>The Company failed to ask if a child passenger restraint system was in use by a child during the accident, and failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to ask if a child passenger restraint system was in use by a child during the accident, and failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §11580.011(e) [CIC §790.03(h)(3)]</p> <p>EFFECTIVE JANUARY 1, 2010</p>	<p>The Company failed to ask if a child passenger restraint system was in use by a child during an accident or was in the vehicle at the time of a loss that is covered by the policy. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed ask if a child passenger restraint system was in use in an accident or was in the vehicle at the time of a loss that is covered by the policy.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CIC §11580.011(e) [CIC §790.03(h)(5)]</p> <p>EFFECTIVE JANUARY 1, 2010</p>	<p>The Company failed to replace the child passenger restraint system that was in use by a child during the accident or if it sustained a covered loss while in the vehicle. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to replace the child passenger restraint system that was in use by a child during the accident or if it sustained a covered loss while in the vehicle.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §11580.011(e) [CIC §790.03(h)(5)]</p> <p>EFFECTIVE JANUARY 1, 2010</p>	<p>The Company failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system that was in use by a child during the accident or if it sustained a covered loss while in the vehicle. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system that was in use by a child during the accident or if it sustained a covered loss while in the vehicle.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §11580.011(e) [CIC §790.03(h)(5)]</p> <p>EFFECTIVE JANUARY 1, 2010</p>	<p>The Company failed to ask if a child passenger restraint system was in use by a child during the accident or was in the vehicle at the time of a loss that is covered by the policy, and failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system. [The Company failed to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear.]</p>	<p><u>In ** instances, the Company failed to ask if a child passenger restraint system was in use by a child during the accident or was in the vehicle at the time of a loss that is covered by the policy, and failed to reimburse the claimant for the cost of purchasing a new child passenger restraint system.</u> The Department alleges these acts are in violation of CIC §11580.011(e) and are unfair practices under CIC §790.03(h)(5).</p>
<p>CIC §11583 [CIC §790.03(h)(3)]</p> <p>Note: Although 790.03(h)(15) appears to be the obvious pairing; 11583 has to do with failure to notify, not misrepresent. Therefore, this appears to be a processing issue and 790.03(h)(3) would apply. However, there are some situations in which 790.03(h)(15) will apply— Discuss with your supervisor.</p>	<p>The Company failed, upon making an advance or partial payment toward an injury or death claim, to notify the recipient in writing of the applicable statute of limitations. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed, upon making an advance or partial payment toward an injury or death claim, to notify the recipient in writing of the applicable statute of limitations.</u> The Department alleges these acts are in violation of CIC §11583 and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CVC §11515(a) [CIC §790.03(h)(3)]</p> <p>Salvage vehicle taken by Company</p>	<p>The Company failed to notify the Department of Motor Vehicles of a total loss settlement on a salvage vehicle within 10 days from the settlement. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed, within 10 days, to forward the properly endorsed certificate of ownership, the license plates and the \$3 fee on a salvage vehicle to the Department of Motor Vehicles.</u> The Department alleges these acts are in violation of CVC §11515(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CVC §11515(b) [CIC §790.03(h)(3)]</p> <p>Salvage vehicle retained by owner</p>	<p>The Company failed to notify the Department of Motor Vehicles that the owner of a total loss salvage vehicle retained possession of the vehicle. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the Department of Motor Vehicles that the owner of a total loss salvage vehicle retained possession of the vehicle.</u> The Department alleges these acts are in violation of CVC §11515(b) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CVC §11515(b) [CIC §790.03(h)(3)]</p> <p>Salvage vehicle retained by owner</p>	<p>The Company failed to notify the insured or owner of his or her responsibility to comply with CVC §11515(b). [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the insured or owner of his or her responsibility to comply with CVC §11515(b).</u> The Department alleges these acts are in violation of CVC §11515(b) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CVC §11515.2(a) [CIC §790.03(h)(3)]</p> <p>Non-repairable vehicle taken by Company</p>	<p>The Company failed to notify the Department of Motor Vehicles of a total loss settlement on a non-repairable vehicle within 10 days after receiving title. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed, within 10 days, to forward the properly endorsed certificate of ownership, the license plates and the \$3 fee on a non-repairable vehicle to the Department of Motor Vehicles.</u> The Department alleges these acts are in violation of CVC §11515(a) and are unfair practices under CIC §790.03(h)(3).</p>
<p>CVC §11515.2(b) [CIC §790.03(h)(3)]</p> <p>Non-repairable vehicle retained by owner</p>	<p>The Company failed to notify the Department of Motor Vehicles that the owner of a total loss non-repairable vehicle retained possession of the vehicle. [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the Department of Motor Vehicles that the owner of a total loss non-repairable vehicle retained possession of the vehicle.</u> The Department alleges these acts are in violation of CVC §11515(b) and are unfair practices under CIC §790.03(h)(3).</p>

CITATION	TABLE LANGUAGE	SUMMARY OF CRITICISMS LANGUAGE
<p>CVC §11515.2(b) [CIC §790.03(h)(3)]</p> <p>Non-repairable vehicle retained by owner</p>	<p>The Company failed to notify the insured or owner of his or her responsibility to comply with CVC §11515.2(b). [The Company failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies.]</p>	<p><u>In ** instances, the Company failed to notify the insured or owner of his or her responsibility to comply with CVC §11515.2(b).</u> The Department alleges these acts are in violation of CVC §11515.2(b) and are unfair practices under CIC §790.03(h)(3).</p>