

(4) "GOOD FAITH" MEANS AN INFORMED JUDGMENT BASED ON HONESTY AND DILIGENCE SUPPORTED BY EVIDENCE THE INSURER KNEW OR SHOULD HAVE KNOWN AT THE TIME THE INSURER MADE A DECISION ON A CLAIM.

(5) "INSURER" HAS THE MEANING STATED IN § 1-101 OF THE INSURANCE ARTICLE.

(6) "PROPERTY INSURANCE" HAS THE MEANING STATED IN § 1-101 OF THE INSURANCE ARTICLE.

(B) THIS SUBTITLE APPLIES ONLY TO FIRST-PARTY CLAIMS UNDER PROPERTY AND CASUALTY INSURANCE POLICIES ISSUED, SOLD, OR DELIVERED IN THE STATE.

(C) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A PARTY MAY NOT FILE AN ACTION UNDER THIS SUBTITLE BEFORE THE DATE OF A FINAL DECISION UNDER § 27-1001 OF THE INSURANCE ARTICLE.

(2) PARAGRAPH (1) OF THIS SUBSECTION DOES NOT APPLY TO AN ACTION:

(i) WITHIN THE SMALL CLAIM JURISDICTION OF THE DISTRICT COURT UNDER § 4-405 OF THIS ARTICLE;

(ii) IF THE INSURED AND THE INSURER AGREE TO WAIVE THE REQUIREMENT UNDER PARAGRAPH (1) OF THIS SUBSECTION; OR

(iii) UNDER A COMMERCIAL INSURANCE POLICY ON A CLAIM WITH RESPECT TO WHICH THE APPLICABLE LIMIT OF LIABILITY EXCEEDS \$1,000,000.

~~(A) (D) THIS SECTION APPLIES IN A CIVIL ACTION FILED BY AN INSURED AGAINST ITS INSURER OR BY AN INSURER AGAINST ITS INSURED TO DETERMINE:~~

~~(1) THE COVERAGE THAT EXISTS UNDER THE INSURER'S INSURANCE POLICY; OR~~

~~(2) THE EXTENT TO WHICH THE INSURED IS ENTITLED TO RECEIVE PAYMENT FROM THE INSURER FOR A COVERED LOSS ONLY IN A CIVIL ACTION:~~