

(1) (I) TO DETERMINE THE COVERAGE THAT EXISTS UNDER THE INSURER'S INSURANCE POLICY; OR

(II) TO DETERMINE THE EXTENT TO WHICH THE INSURED IS ENTITLED TO RECEIVE PAYMENT FROM THE INSURER FOR A COVERED LOSS;

(2) THAT ALLEGES THAT THE INSURER FAILED TO ACT IN GOOD FAITH; AND

(3) THAT SEEKS, IN ADDITION TO THE ACTUAL DAMAGES UNDER THE POLICY, TO RECOVER EXPENSES AND LITIGATION COSTS, AND INTEREST ON THOSE EXPENSES OR COSTS, UNDER SUBSECTION (E) OF THIS SECTION.

~~(D)~~ (E) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, IF THE COURT TRIER OF FACT IN AN ACTION UNDER THIS SECTION FINDS IN FAVOR OF THE INSURED AND FINDS THAT THE INSURER FAILED TO ACT IN GOOD FAITH, THE INSURED MAY RECOVER FROM THE INSURER:

(1) ACTUAL DAMAGES, WHICH ACTUAL DAMAGES MAY NOT EXCEED THE LIMITS OF THE APPLICABLE POLICY;

(2) EXPENSES AND LITIGATION COSTS INCURRED BY THE INSURED IN AN ACTION UNDER THIS SECTION OR UNDER § 27-1001 OF THE INSURANCE ARTICLE OR BOTH, INCLUDING REASONABLE ATTORNEY'S FEES; AND

(3) INTEREST ON ALL ~~EXPENSES~~ ACTUAL DAMAGES, EXPENSES, AND LITIGATION COSTS INCURRED BY THE INSURED, COMPUTED:

(I) AT THE RATE ALLOWED UNDER § 11-107(A) OF THIS ARTICLE; AND

(II) FROM THE DATE ~~THE CLAIM THAT WAS THE SUBJECT OF THE CIVIL ACTION WAS SUBMITTED TO THE INSURED OR THE AGENT OF THE INSURED~~ ON WHICH THE INSURED'S CLAIM WOULD HAVE BEEN PAID IF THE INSURER ACTED IN GOOD FAITH.

(F) AN INSURER MAY NOT BE FOUND TO HAVE FAILED TO ACT IN GOOD FAITH UNDER THIS SECTION SOLELY ON THE BASIS OF DELAY IN DETERMINING COVERAGE OR THE EXTENT OF PAYMENT TO WHICH THE INSURED IS ENTITLED IF THE INSURER ACTED WITHIN THE TIME PERIOD SPECIFIED BY STATUTE OR REGULATION FOR INVESTIGATION OF A CLAIM BY AN INSURER.