

Helpful authority for policyholders seeking attorney fees

STATE	CITATION
Alabama	No helpful authority on recovery of attorney's fees generally, but see dissenting opinion in <i>Life Insurance Co. v. Johnson</i> , 684 So. 2d 685, 711-13 (Ala. 1996). Note that bringing and prevailing on a declaratory judgment action is not sufficient for an attorney fee award, absent statutory authorization. <i>Alliance Ins. Co. v. Reynolds</i> , 504 So. 2d 1215 (Ala. Ct. Civ. App. 1987).
Alaska	Alaska R. Civ. P. 82 (2014); <i>Puritan Life Insurance Co. v. Guess</i> , 598 P.2d 900 (Alaska 1979).
Arizona	Ariz. Rev. Stat. § 12-341.01 (2014); <i>Sparks v. Republic National Life Insurance Co.</i> , 647 P.2d 1127 (Ariz. 1982).
Arkansas	Ark. Code Ann. § 23-79-208 (2014); <i>State Farm Automobile Insurance Co. v. Stamps</i> , 292 S.W. 3d 833 (Ark. Ct. App. 2009); <i>Newcourt Financial v. Canal Insurance Co.</i> , 15 S.W. 3d 328 (Ark. 2000); <i>Parker v. Southern Farm Bureau Casualty Insurance Co.</i> , 935 S.W.2d 556 (Ark. 1996); <i>Blevins v. Commercial Standard Insurance Cos.</i> , 544 F.2d 967 (8th Cir. 1976).
California	<i>Essex Insurance Co. v. Five Star Dye House, Inc.</i> , 137 P. 3d 192 (Cal. 2006); <i>Brandt v. Superior Court</i> , 693 P.2d 796 (Cal. 1985); <i>Campbell v. Cal-Gard Surety Services</i> , 73 Cal. Rptr. 2d 64 (Cal. Ct. App., 4th Dist. 1998).
Colorado	Colo. Rev. Stat. Ann. § 13-17-101 (2013)
Connecticut	Conn. Gen. Stat. § 38a-274 (2014); <i>ACMAT Corp. v. Greater New York Mutual Insurance Co.</i> , 923 A.2d 697 (Conn. 2007) (allowing for attorney's fees where insurance company acts in bad faith).
Delaware	Del. Code Ann. tit. 18, § 4102 (2014); <i>Galiotti v. Travelers Indemnity Co.</i> , 333 A.2d 176 (Del. Super. Ct. 1975)
Florida	Fla. Stat. Ann. § 627.428 (2013); <i>O'Malley v. Nationwide Mutual Fire Insurance Co.</i> , 890 So. 2d 1163 (Fla. 4th Dist. Ct. App. 2004); <i>Danis Industries Corp. v. Ground Improvement Techniques</i> , 645 So. 2d 420 (Fla. 1994); <i>Government Employees Insurance Co. v. Gonzalez</i> , 512 So. 2d 269 (Fla. 3d Dist. Ct. App. 1987).
Georgia	Ga. Code Ann. § 33-4-6 (2014); <i>State Farm Mutual Automobile Insurance Co. v. Drury</i> , 474 S.E.2d 64 (Ga. Ct. App. 1996); <i>Reserve Life Insurance Co. v. Ayers</i> , 121 S.E.2d 649 (Ga. 1961); <i>LaRoche Industries v. AIG Risk Management</i> , 959 F.2d 189 (11th Cir. 1992).
Hawaii	Haw. Rev. Stat. § 431:10-242 (2014); <i>Commerce & Industry Insurance Co. v. Bank of Hawaii</i> , 832 P.2d 733 (Haw. 1992).
Idaho	Idaho Code Ann. § 41-1839 (2014); <i>Empire Fire & Marine Insurance Co. v. North Pacific Insurance Co.</i> , 905 P.2d 1025 (Idaho 1995); <i>Occidental Fire & Casualty Co. v. Cook</i> , 435 P.2d 364 (Idaho 1967); <i>Continental Re-Insurance Co. v. Spanton</i> , 667 F.2d 1289 (9th Cir. 1982).
Illinois	215 Ill. Comp. Stat. 5/155 (2014); <i>Estate of Price v. Universal Casualty Co.</i> , 779 N.E.2d 384 (Ill. App. Ct., 1st Dist. 2002); <i>Mobil Oil Corp. v. Maryland Casualty Co.</i> , 681 N.E.2d 552 (Ill. App. Ct., 1st Dist. 1997); <i>Smith v. Equitable Life Assurance Society of the United States</i> , 67 F.3d 611 (7th Cir. 1995).
Indiana	Ind. Code § 34-52-1-1 (2014); <i>Phaedra Partners Ltd. v. Travelers Property Casualty Corp.</i> , No. 1:99-CV-29 (N.D. Ind. Apr. 26, 1999).
Iowa	<i>Dairyland Insurance Co. v. Hawkins</i> , 292 F. Supp. 947 (S.D. Iowa 1968).
Kansas	Kan. Stat. Ann. § 40-256 (2013); <i>Hofer v. Unum Life Insurance Company of America</i> , 441 F.3d 872 (10th Cir. 2006) (applying Kansas law); <i>Moore v. St. Paul Fire Mercury Insurance Co.</i> , 3 P.3d 81 (Kan. 2000); <i>Evans v. Provident Life & Accident Insurance Co.</i> , 815 P.2d 550 (Kan. 1991); <i>State Farm Fire & Casualty Co. v. Liggett</i> , 689 P.2d 1187 (Kan. 1984); <i>Spruill Motors v. Universal Underwriters Insurance Co.</i> , 512 P.2d 403, 409 (Kan. 1973); <i>Wheeler v. Employer's Mutual Casualty Co.</i> , 505 P.2d 768, 773 (Kan. 1973); <i>Lord v. State Auto & Casualty Underwriters</i> , 491 P.2d 917 (Kan. 1971); <i>Smith v. Blackwell</i> , 791 P.2d 1343, 1349 (Kan. Ct. App. 1989); <i>Weathers v. American Family Mutual Insurance Co.</i> , 777 F. Supp. 879 (D. Kan. 1991).
Kentucky	Ky. Rev. Stat. Ann. § 304.12-235 (2014); Ky. Rev. Stat. Ann. § 304.39-220 (2014); <i>Sphere Drake Insurance Co. v. Fourth St. Tobacco Warehouse</i> , No. 2001-CA-002321-MR, 2004 WL 178714 (Ky. Ct. App. Jan. 30, 2004).
Louisiana	La. Rev. Stat. § 22:1892 (2014); <i>Hart v. Allstate Insurance Co.</i> , 437 So. 2d 823 (La. 1983); <i>Parker v. Western Fidelity Insurance Co.</i> , 560 So. 2d 953 (La. Ct. App., 3d Cir. 1990), cert. denied, 565 So. 2d 448 (La. 1990); <i>Real Asset Management v. Lloyd's of London</i> , 61 F.3d 1223 (5th Cir. 1995).
Maine	Me. Rev. Stat. tit. 24-A, § 2436-A (2014); <i>Foremost Insurance Co. v. Levesque</i> , 926 A.2d 1185 (Me. 2007); <i>Maine Mutual Fire Insurance Co. v. Gervais</i> , 745 A.2d 360 (Me. 1999); <i>Gibson v. Farm Family Mutual Insurance Co.</i> , 673 A.2d 1350 (Me. 1996).
Maryland	<i>Litz v. State Farm Fire & Casualty Co.</i> , 695 A.2d 566 (Md. 1997); <i>Nolt v. U.S. Fidelity & Guaranty Co.</i> , 617 A.2d 578 (Md. 1993); <i>Bankers and Shippers Insurance Company of New York v. Electro Enterprises Inc.</i> , 415 A.2d 278 (Md. 1980); <i>Cohen v. American Home Assurance Co.</i> , 258 A.2d 225 (Md. 1969); <i>Johnson & Towers Baltimore Inc. v. Vessel "Hunter"</i> , 802 F. Supp. 1343 (D. Md. 1992).
Massachusetts	Mass. Ann. Laws ch. 93A, § 11 (2014); <i>Hopkins v. Liberty Mutual Insurance Co.</i> , 750 N.E.2d 943 (Mass. 2001); <i>Rubenstein v. Royal Insurance Company of America</i> , 708 N.E.2d 639 (Mass. 1999); <i>Preferred Mutual Insurance Co. v. Gamache</i> , 686 N.E.2d 989 (Mass. 1997); <i>Jet Line Services v. American Employers Insurance Co.</i> , 537 N.E.2d 107 (Mass. 1989); <i>Vickers v. Boston Mutual Life Insurance Co.</i> , 135 F.3d 179 (1st Cir. 1998).
Michigan	MICH. COMP. LAWS § 500.3148(1) (2015); <i>Perkins v. Auto-Owners Ins. Co.</i> , 837 N.W.2d 32, 38 (Mich. Ct. App. 2013), aff'd 855 N.W.2d 206 (Mich. 2014); <i>Amerisure Ins. Co. v. Auto-Owners Ins. Co.</i> , 684 N.W.2d 391, 402 (Mich. Ct. App. 2004).
Minnesota	<i>Jarvis & Sons Inc. v. International Marine Underwriters</i> , 768 N.W.2d 365 (Minn. Ct. App. 2009) <i>Chicago Title Insurance Co. v. FDIC</i> , 172 F.3d 601 (8th Cir. 1999) (Minnesota law); <i>Domtar Inc. v. Niagara Fire Insurance Co.</i> , 563 N.W.2d 724 (Minn. 1997); <i>Casey v. State Farm Mutual Automobile Insurance Co.</i> , 464 N.W.2d 736 (Minn. Ct. App. 1991).
Mississippi	Miss. Code Ann. § 83-21-51 (2015); <i>NationalSecurity Fire & Casualty Co. v. Mid-State Homes Inc.</i> , 370 So. 2d 1351, 1355 n. 1 (Miss. 1979).
Missouri	Mo. Rev. Stat. § 375.296, 375.420 (2014); <i>DeWitt v. American Family Mutual Insurance Co.</i> , 667 S.W.2d 700 (Mo. 1984); <i>Transit Casualty Co. v. Certain Underwriters at Lloyd's London</i> , No. CV185-1206CC, Transit Docket No. 595-2CC (Mo. Cir. Ct. Dec. 23, 1998).
Montana	<i>Mountain West Farm Bureau Mutual Insurance Co. v. Brewer</i> , 69 P.3d 652 (Mont. 2003); <i>Truck Insurance Exchange v. Woldstad</i> , 687 P.2d 1022 (Mont. 1984); <i>Lindsay Drilling & Contracting v. U.S. Fidelity & Guaranty Co.</i> , 676 P.2d 203 (Mont. 1984); <i>Home Insurance Co. v. Pinski Brothers</i> , 500 P.2d 945 (Mont. 1972); <i>American States Insurance Co. v. Angstman Motors Inc.</i> , 343 F. Supp. 576 (D. Mont. 1972).

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Nebraska	Neb. Rev. Stat. § 44-359 (2013); <i>Dale Electronics Inc. v. Federal Insurance Co.</i> , 286 N.W.2d 437, 443 (Neb. 1979); <i>Webb v. American Employers Group</i> , 684 N.W.2d 33 (Neb. 2004); <i>Koehler v. Farmers Alliance Mutual Insurance Co.</i> , 566 N.W.2d 750 (Neb. 1997); <i>Workman v. Great Plains Insurance Co.</i> , 200 N.W.2d 8 (Neb. 1972).
Nevada	Nev. Rev. Stat. § 18.010 (2013); <i>National Union Fire Insurance Company of Pittsburgh v. Pratt & Whitney Canada Inc.</i> , 815 P.2d 601 (Nev. 1991); <i>Farmers Insurance Exchange v. Pickering</i> , 765 P.2d 181 (Nev. 1988).
New Hampshire	N.H. Rev. Stat. Ann. § 491:22-b (2014); <i>EnergyNorth Natural Gas v. Century Indemnity Co.</i> , 452 F.3d 44 (1st Cir. 2006) (New Hampshire law); <i>ABC Builders v. American Mutual Insurance Co.</i> , 661 A.2d 1187 (N.H. 1995).
New Jersey	N.J. Rules of Court, R. 4:42-9 (2014); <i>Allstate Insurance Co. v. Sabato</i> , 882 A.2d 972 (N.J. Super. Ct. App. Div. 2005); <i>Universal-Rundle Corp. v. Commercial Union Insurance Co.</i> , 725 A.2d 76 (N.J. Super. Ct. App. Div. 1999); <i>Corcoran v. Hartford Fire Insurance Co.</i> , 333 A.2d 293 (N.J. Super. Ct. App. Div. 1975); <i>New Jersey Manufacturers Insurance Co. v. Consolidated Mutual Insurance Co.</i> , 308 A.2d 76 (N.J. Super. Ct. Law Div. 1973).
New Mexico	N.M. Stat. Ann. § 39-2-1 (2014); <i>O'Neel v. USAA Insurance Co.</i> , 41 P.3d 356 (N.M. Ct. App. 2002); <i>Jessen v. National Excess Insurance Co.</i> , 776 P.2d 1244 (N.M. 1989).
New York	<i>U.S. Underwriters Insurance Co. v. City Club Hotel LLC</i> , 822 N.E.2d 777 (N.Y. 2004); <i>Mighty Midgets Inc. v. Centennial Insurance Co.</i> , 389 N.E.2d 1080 (N.Y. 1979); <i>GRE Insurance Group v. GMA Accessories Inc.</i> , 691 N.Y.S.2d 244 (N.Y. Sup. Ct., N.Y. County 1998); <i>Allegany Co-Op Insurance Co. v. Williams</i> , 628 N.Y.S.2d 900 (N.Y. App. Div., 4th Dep't 1995); <i>Public Service Mutual Insurance Co. v. Jefferson Towers Inc.</i> , 586 N.Y.S.2d 799 (N.Y. App. Div., 1st Dep't 1992); <i>Mount Vernon Fire Insurance Co. v. Unjar</i> , 575 N.Y.S.2d 694 (N.Y. App. Div., 2d Dep't 1991); <i>U.S. Liability Insurance Co. v. Staten Island Hospital</i> , 556 N.Y.S.2d 153 (N.Y. App. Div., 2d Dep't 1990); <i>State Farm Fire & Casualty Co. v. Irene S.</i> , 526 N.Y.S.2d 171 (N.Y. App. Div., 2d Dep't 1988); <i>General Accident Insurance Co. of America v. Hyatt Legal Services</i> , 516 N.Y.S.2d 560 (N.Y. App. Div., 4th Dep't 1987).
North Carolina	N.C. Gen. Stat. § 6-21.1 (2014); <i>PHC Inc. v. N.C. Farm Bureau Mutual Insurance Co.</i> , 501 S.E.2d 701 (N.C. Ct. App. 1998); <i>Whitfield v. Nationwide Mutual Insurance Co.</i> , 358 S.E.2d 92 (N.C. Ct. App. 1987).
North Dakota	<i>Western National Mutual Insurance Co. v. University of North Dakota</i> , 643 N.W.2d 4 (N.D. 2002); <i>Johnson v. Center Mutual Insurance Co.</i> , 529 N.W.2d 568 (N.D. 1995); <i>State Farm Fire & Casualty Co. v. Sigman</i> , 508 N.W.2d 323 (N.D. 1993).
Ohio	Ohio Rev. Code Ann. § 2721.16 (2014); <i>Westfield Cos. v. O.K.L. Can Line</i> , 804 N.E.2d 45 (Ohio Ct. App. 2003); <i>Motorists Mutual Insurance Co. v. Trainor</i> , 294 N.E.2d 874 (Ohio 1973).
Oklahoma	Okla. Stat. tit. 36 § 3629 (2013); <i>Utica Mutual Insurance Co. v. Voyles</i> , 277 Fed. App'x 809 (10th Cir. 2008) (Oklahoma law); <i>Thompson v. Shelter Mutual Insurance</i> , 875 F.2d 1460 (10th Cir. 1989).
Oregon	Or. Rev. Stat. § 742.061 (2014); <i>Dockins v. State Farm Insurance Co.</i> , 985 P.2d 796 (Or. 1999); <i>Travelers Insurance Co. v. Plummer</i> , 563 P.2d 1218 (Or. 1977); <i>Hardware Mutual Casualty Co. v. Farmers Insurance Exchange</i> , 474 P.2d 316 (Or. 1970).
Pennsylvania	42 Pa. Cons. Stat. Ann. § 8371 (2014); <i>Carpenter v. Federal Insurance Co.</i> , 637 A.2d 1008 (Pa. Super. Ct. 1994); <i>Kelmo Enterprises v. Commercial Union Insurance Co.</i> , 426 A.2d 680 (Pa. Super. Ct. 1981); <i>PolSELLI v. Nationwide Mutual Fire Insurance Co.</i> , 126 F.3d 524 (3d Cir. 1997); <i>Montgomery Ward & Co. v. Pacific Indemnity Co.</i> , 557 F.2d 51 (3d Cir. 1977).
Rhode Island	R.I. Gen. Laws § 9-1-33 (2013).
South Carolina	<i>Security Insurance Company of Hartford v. Campbell Schneider & Associates</i> , 481 F. Supp. 2d 496 (D.S.C. 2007); <i>First Financial Insurance Co. v. Sea Island Sport Fishing Society</i> , 490 S.E.2d 257 (S.C. 1997); <i>Hegler v. Gulf Insurance Co.</i> , 243 S.E.2d 443 (S.C. 1978).
South Dakota	S.D. Codified Laws § 58-12-3 (2013); <i>Biegler v. American Family Mutual Insurance Co.</i> , 621 N.W.2d 592 (S.D. 2001); <i>All Nation Insurance Co. v. Brown</i> , 344 N.W.2d 493 (S.D. 1984).
Tennessee	Tenn. Code Ann. § 56-7-105 (2014); <i>Norris v. Nationwide Mutual Fire Insurance Co.</i> , 728 S.W.2d 335 (Tenn. Ct. App. 1986); <i>New Amsterdam Casualty Co. v. Shields</i> , 155 F. 54 (6th Cir. 1907).
Texas	Tex. Civ. Prac. & Rem. Code § 37.009 (2013); Tex. Ins. Code Ann. § 542.060 (2014); <i>International Security Life Insurance Co. v. Spray</i> , 468 S.W.2d 347 (Tex. 1971); <i>Mid-Century Insurance Co. v. Barclay</i> , 880 S.W.2d 807 (Tex. App. 1994); <i>Gulf Chemical & Metallurgical Corp. v. Associated Metals & Minerals Corp.</i> , 1 F.3d 365 (5th Cir. 1993).
Utah	<i>American States Insurance Co. v. Walker</i> , 486 P.2d 1042 (Utah 1971).
Vermont	<i>Village of Morrisville Water & Light Department v. U.S. Fidelity & Guaranty Co.</i> , 775 F. Supp. 718 (D. Vt. 1991); <i>Utilities Construction Corp. v. Peerless Insurance Co.</i> , 233 F. Supp. 64 (D. Vt. 1964).
Virginia	Va. Code Ann. § 38.2-209 (2014); <i>Ryder Truck Rental v. UTF Carriers Inc.</i> , 790 F. Supp. 637 (W.D. Va. 1992).
Washington	<i>Safeco Insurance Co. v. Woodley</i> , 82 P.3d 660 (Wash. 2004); <i>American National Fire Insurance Co. v. B&L Trucking & Construction Co.</i> , 951 P.2d 250 (Wash. 1998); <i>McGreevy v. Oregon Mutual Insurance Co.</i> , 904 P.2d 731 (Wash. 1995); <i>Olympic Steamship Co. v. Centennial Insurance Co.</i> , 811 P.2d 673 (Wash. 1991).
West Virginia	<i>Fauble v. Nationwide Mutual Fire Insurance Co.</i> , 664 S.E.2d 706 (W. Va. 2008); <i>Miller v. Fluharty</i> , 500 S.E.2d 310 (W. Va. 1997); <i>Marshall v. Fair</i> , 416 S.E.2d 67 (W. Va. 1992); <i>Hayseeds Inc. v. State Farm Fire & Casualty</i> , 352 S.E.2d 73 (W. Va. 1986).
Wisconsin	Wis. Stat. Ann. § 806.04 (2014); <i>Roehl Transport Inc. v. Liberty Mutual Insurance Co.</i> , 784 N.W.2d 542 (Wis. 2010); <i>DeChant v. Monarch Life Insurance Co.</i> , 547 N.W.2d 592 (Wis. 1996); <i>Elliott v. Donahue</i> , 485 N.W.2d 403 (Wis. 1992); <i>Scottish Guarantee Insurance Co. v. Dwyer</i> , 19 F.3d 307 (7th Cir. 1994).
Wyoming	Wyo. Stat. Ann. § 26-15-124(c) (2014); <i>Stewart Title Guaranty Co. v. Tilden</i> , 181 P.3d 94 (Wyo. 2008).