**Section 919.90 Improper Practices or Procedures – Property and Casualty Companies**

a) A claim shall not be denied on the basis of failure to exhibit property unless there is documentation of breach of the policy provisions in the claim file.

b) No company shall make any statement, written or oral, requiring a liability claimant to complete a proof of loss form, accident description, or release of claim for damages, which indicates that the claimant's rights may be impaired if such forms are not completed within a specified time, unless such statement is given for the purpose of notifying the claimant of the provisions of the statute of limitations.

c) No company shall advise liability claimants to make claims under their own policies in cases where liability is reasonably clear.

d) No company shall fail to effect settlement on first party claims on the basis that responsibility for payment should be assumed by other persons or insurers.

e) No company issuing a motor vehicle insurance policy covering damages to a motor vehicle shall abandon the salvage of a motor vehicle to a towing service and/or storage yard service in lieu of the towing and storage charges, without the agreed permission of the towing service or storage yard service.

f) No company shall deny a claim for storage charges on actual cash value fire and extended coverage losses when the personal property limits have been exhausted, if coverage exists under additional living expense.

(Source: Amended at 13 Ill. Reg. 1204, effective January 11, 1989)