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PRELITIGATION DISCOVERY OF POLICY LIMITS BY STATE

Alabama	Yes. Pursuant to Rule 26(b)(2) the limits of liability insurance policy were discoverable. Phillips v Winsett, 717 So 2d 818, 821 [Ala Civ App 1998].
Alaska	Yes. "We believe that the policy does have a relevancy to the issues and that no error was committed in ordering it to be produced. Definite knowledge as to whether or not there was insurance coverage and if there was the name of the carrier and the amount would be of assistance to the plaintiff in determining whether to prosecute or settle the action. Requiring production and disclosure does not, in our opinion, confer any advantage on respondent insofar as the actual trial of the issues is concerned." Miller v Harpster, 392 P2d 21, 22 [Alaska 1964]
Arizona	No. The discovery process could not be used in the ordinary automobile accident case to compel defendant to reveal to plaintiff the extent and nature of insurance coverage of defendant. Di Pietruntonio v Superior Ct. In and For Maricopa County, 84 Ariz 291, 327 P2d 746 [1958]
Connecticut	Requires carriers to disclose policy limits pre-suit upon request in motor vehicle accident cases only.
California	Yes. A party may obtain discovery of the existence and contents of any agreement under which any insurance carrier may be liable to satisfy in whole or in part a judgment that may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment. This discovery may include the identity of the carrier and the nature and limits of the coverage. Cal Civ Proc Code § 2017.210
Colorado	Yes. The Supreme Court held that to be 'relevant' to subject involved, for purposes of Rule permitting examination of defendant regarding any matter, not privileged, which is relevant to subject matter involved in pending action, matter inquired about need not be evidence which will be admissible at trial, nor need it be reasonably calculated to lead to discovery of admissible evidence, and that for purposes of Rule existence of liability insurance and policy limits of such insurance were 'relevant' to subject matter of automobile accident case. Lucas v Dist. Ct. of Pueblo County in Tenth Jud. Dist., 140 Colo 510, 345 P2d 1064 [1959]
Connecticut	Upon receiving a written request by or on behalf of an individual that alleges that the individual "has suffered bodily injury or death caused by an insured under a private passenger automobile liability insurance policy issued by the insurer," an insurer must provide written disclosure of the insured's automobile insurance policy limits to the requesting individual. Conn. Gen. Stat. § 38a-335a (LexisNexis, 2019). The disclosure should indicate "all private passenger automobile coverage provided by the insurer to the insured, including, but not limited to, any applicable umbrella or excess liability insurance issued by the insurer." *Id*.

	In any civil action founded upon negligence, both the defendant's insurance liability policy limits and whether the insurer has disclaimed its duty to indemnify shall be subject to discovery upon written motion of the plaintiff. Any such motion and disclosure shall be excluded from the file submitted to the jury. Conn Gen Stat Ann § 52-200a
Delaware	(a) A Delaware attorney who represents an injured person, or an individual injured in a motor vehicle accident who is not represented by an attorney, may, prior to the filing of a civil action for bodily injuries sustained as a result of a motor vehicle accident, request in writing that the insurer disclose the bodily injury limits of liability of any motor vehicle liability policy, as defined by § 2902(a) of this title, that may be applicable to the claim. (b) The requesting party shall provide the insurer with the date of the motor vehicle accident, the name and last known address of the alleged liable party if it has been reported to the requesting party, a copy of the police report, if any, and the claim number, if available. (c) When requesting the bodily injury limits of liability, the requesting party shall also submit to the insurer the injured person's medical records, medical bills, and wage-loss documentation, pertaining to the claimed injury and supporting the damages referenced in subsection (d) of this section Del Code Ann TI 21 § 2907
Florida	Fla. Stat. 627.4137 requires, at the request of the claimant, that an insurer make a full disclosure of insurance information, even pre-suit. The insurer is required to produce a complete copy of the policy, disclose the limits, and disclose all known coverage defenses. The Court held that the discovery of liability policy limit in a proper case is permissible as it is relevant to subject matter of pending action; while it may not be admissible at trial bearing on issue of liability and damages, it may be relevant and admissible in event there is a separate trial against insurer. Montano v Wigfield, 239 So 2d 609 [Fla Dist Ct App 1970]
Georgia	Does not have any law that requires pre-litigation disclosure of policy limits. However, an insuring agreement is discoverable after litigation is filed, in the ordinary course of discovery party may obtain discovery of the existence and contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment. Information concerning the insurance agreement is not by reason of disclosure admissible in evidence at trial. Ga Code Ann § 9-11-26

Hawaii	Does not have any law that requires pre-litigation disclosure of policy limits. However, an insuring agreement is discoverable after litigation is filed, in the ordinary course of discovery. Haw. R. Civ. P. 26
Idaho	No. In Sanders v Ayrhart, the Supreme Court of Idaho held that the defendant's liability insurance coverage was not subject to pretrial discovery in accident case. 89 Idaho 302 (1965).
Illinois	Yes. In People ex rel. Terry v Fisher, the Illinois Supreme Court held that discovery interrogatories respecting the existence and amount of defendant's insurance were deemed to be related to the merits of the matter in litigation, 12 Ill 2d 231, 145 NE2d 588 (1957).
Indiana	Yes. The court affirmed lower court's ruling finding that a defendant can be compelled to "divulge the name and extent of his insurance coverage." Scott v Krueger, 151 Ind App 479, 484, 280 NE2d 336, 341 [Ind Ct App 1972]
Iowa	Prelitigation discovery is permitted by the Iowa Rules of Civil Procedure in limited circumstances. Van Hamm, L.L.C. v Iowa Dist. Ct. for Keokuk County, 909 NW2d 230 [Iowa Ct App 2017]. An application to take depositions to perpetuate testimony for use in an action not yet pending shall be filed in the court where the prospective action might be brought. The application shall be captioned in the name of the applicant, be supported by affidavit, and show all of the following: 1.722(1) That the applicant expects to be a party to an action cognizable in some court of record of Iowa, but which cannot currently be brought. 1.722(2) The subject matter of such action, and the applicant's interest therein. 1.722(3) The facts to be shown by the proposed testimony, and reasons for desiring to perpetuate it. 1.722(4) The name or description of each expected adverse party, with address if known. 1.722(5) The name and address of each deponent and the substance of the deponent's testimony. Iowa R. Crim. P. 1.722
Kansas	Yes. Held that encouragement of settlement is valid subject for consideration as a matter that may aid in disposition of an action and district court, at pretrial conference, has power to order that a defendant make disclosure of his liability policy limits. Cropp v Woleslagel, 207 Kan 627, 485 P2d 1271 [1971]
Kentucky	Yes. An insurance contract is no longer a secret, private, confidential arrangement between the insurance carrier and the individual but it is an agreement that embraces those whose person or property may be injured by the negligent act of the insured. We conclude the answers to the propounded questions are relevant to the subject matter of the litigation and within the spirit and meaning of CR 26.02. Maddox v Grauman, 265 SW2d 939, 942 [Ky 1954]

Louisiana	Louisiana does not require pre-litigation disclosure of policy limits. However, Louisiana is a direct action state in which the carrier may be sued directly and of course the policy will be obtained and used as evidence. Further, a carrier may not mislead about policy limits and thus making a statement the policy limits are minimal or are not more than a certain amount or that there is no excess coverage, all may constitute a misrepresentation of the policy and subject the carrier to bad faith damages, LSA-R.S. 22:1972.
Maine	An insurer doing business in Maine must provide a claimant or the claimant's attorney with the liability coverage limits of that insurer's insured, within sixty (60) days of receiving a written request by the claimant or the claimant's attorney. 24-A M.R.S.A. § 2164-E (2018). Failure to comply subjects the insurer to a penalty of $500, plus reasonable attorney's fees and expenses incurred in obtaining the liability coverage limits. *Id*.
Maryland	A third party claimant in a motor vehicle accident can obtain insurance information if he/she makes a written claim and supplies certain documentation/information to an insurer. The documentation that a claimant is required to provide is the following: (1) the date of the vehicle accident; (2) the name and last known address of the alleged tortfeasor; (3) a copy of the vehicle accident report, if available; and (4) the insurer's claim number, if available. An insurer must then generally provide the claimant with information regarding the applicable limits of liability coverage in any insurance agreements under which the insurer may be liable to (1) satisfy all or part of the claim or (2) indemnify or reimburse for payments made to satisfy the claim. The insurer must provide the claimant with this documentation within 30 days after receipt of the claimant's written request, regardless of whether the insurer contests the applicability of coverage to a claim. With the passage of this SB 101, assuming this legislation is signed by the Governor, the pre-trial litigation discovery requirements applicable to motor-vehicle tort claims have been extended to all tort claims involving bodily injury and death. Where insurance coverage may be provided under motor vehicle insurance policy or a homeowner's or renter's policy, an insurer will have to provide information to the claimant. In order to obtain the "applicable limits", a claimant must submit to the insurer: • The date of the alleged tort. • The name and last known address of the alleged tortfeasor. • A copy of the vehicle accident report, the police report or any other official report concerning the tort. • The insurer's claim number if available. • A letter from an attorney admitted to practice law in the State "certifying" that: (1) the attorney has made reasonable efforts to investigate the underlying facts of the claim; and (2) based on the attorney's investigation, the attorney reasonably believes that the claim is not frivolous. After this information is submitted, then an insurer will need to determine if "may be liable" to (1) satisfy all or part of the claim; or (2) indemnify or reimburse for payments made to satisfy the claim. If so, then the insurer must provide the claimant certain information within 30 days.

	It is important to note that this new legislation does not apply to all types of policies; insurers issuing commercial policies and umbrella policies do not have to provide information regarding limits.
Massachusetts	Upon receiving a written request from an injured party making a claim against an insured, or from the injured party's attorney, an insurer doing business in Massachusetts must reveal to the injured party the amounts of the insured's liability coverage limits. M.G.L. ch.175 §112C. A reply should be made within thirty (30) days of receiving the written request. *Id*. An insurer who fails to comply shall be liable to pay $500 to the claimant, plus reasonable attorneys' fees and expenses incurred in obtaining the coverage information. *Id*.
Michigan	Yes. The defendant Board should be required to bare its policy—insurance policy, that is. Further, and if the inspected policy fairly suggests additional inquiry, the minutes or other evidences of corporate action by which the insurance was acquired should be discovered under the rule. Christie v Bd. of Regents of Univ. of Mich., 364 Mich 202, 210, 111 NW2d 30, 34-35 [1961]
Minnesota	It is not required in Minnesota. But depending on the circumstances of the case we may choose to let the opposing attorney know the policy limits so they don't get too excited about a big pay day. The Supreme Court held that amount of insurance coverage on defendants' truck was not discoverable when information was sought for sole purpose of evaluating case for purpose of determining whether it would be advisable to settle. Jeppesen v Swanson, 243 Minn 547, 68 NW2d 649 [1955]
Mississippi	Does not have any law that requires pre-litigation disclosure of policy limits. However, an insuring agreement is discoverable after litigation is filed, in the ordinary course of discovery. There is language that can be broadly interpreted to include discovery policy limits under Mississippi rules of civil procedure 26(b)(3) (2) Insurance Agreements. A party may obtain discovery of the existence and contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment. Information concerning the insurance agreement is not by reason of disclosure admissible in evidence at trial. For purposes of this paragraph, an application for insurance shall not be treated as part of an insurance agreement. (3) Trial Preparation: Materials. Subject to the provisions of subdivision (b)(4) of this rule, a party may obtain discovery of documents and tangible things otherwise discoverable under subdivision (b)(1) of this rule and prepared in anticipation of litigation or for trial by or for another party or by or for that other

	party's representative (including that party's attorney, consultant, surety, indemnitor, insurer, or agent) only upon a showing that the party seeking discovery has substantial need of the materials in the preparation of that party's case and that the party is unable without undue hardship to obtain the substantial equivalent of the materials by other means. In ordering discovery of such materials when the required showing has been made, the court shall protect against disclosure of the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation. Miss R Civ P 26
Missouri	No. Held that defendant in a personal injury action based on negligent operation of a vehicle was not required in discovery proceedings to furnish plaintiff with a copy of his policy of liability insurance; the contents thereof being irrelevant and immaterial to any proper issue in the case. State ex rel. Bush v Elliott, 363 SW2d 631 [Mo 1963]
Montana	No. Held that resources of defendants in the negligence action were not germane before judicial determination of liability and assessment of damages, and therefore defendants, under the Civil Rules, could not be compelled in discovery procedure to disclose amount of their liability insurance nor could they be required to produce for inspection any policies of liability insurance which they might have had. State ex rel. Hersman v Dist. Ct. of Sixth Jud. Dist. In and For Park County, 142 Mont 139, 381 P2d 799 [1963]
Nebraska	Yes. A party may obtain discovery of the existence and contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment. Walls v Horbach, 189 Neb 479, 479, 203 NW2d 490, 490-91 [1973]
Nevada	No. The Supreme Court of Nevada stated, "Since a liability insurance policy is an asset of a defendant, we do not wish to open a Pandora's box where discovery might be permitted of all of the defendant's assets prior to securing a judgment against him. We do not hold that liability insurance can never be discovered. Situations may arise in certain cases in which the existence of liability insurance may have some evidentiary value bearing on the merits of the case.

	Washoe County Bd. of School Trustees v Pirhala, 84 Nev 1, 7, 435 P2d 756, 759 [1968]
New Hampshire	New Hampshire does not require pre-litigation disclosure of policy limits. However, the Supreme Court of New Hampshire has noted in dicta that an insurer's "unwillingness to disclose the insurance policy limits" of an insured to an injured party before litigation "fosters needless litigation and discourages out-of-court settlements." *See Arouchon v. Whaland*, 119 N.H. 923, 926 (N.H. 1979). The Supreme Court held that, under the circumstances, the insurers affording coverage for accident would not be compelled to disclose amounts of coverage provided, and discovery would be limited to furnishing copies of policies without the amounts of coverage. *Hardware Mut. Cas. Co. v Hopkins*, 105 NH 231, 196 A2d 66 [1963]
New Jersey	No. Automobile negligence action. The rule permitting examination of deponent on subject matter relevant to pending action would not permit discovery of insurance coverage in negligence action in which liability insurance was not evidentiary matter, and defendant could not be compelled on interrogatory to disclose limits of liability coverage Bisserier v Manning, 207 F Supp 476 [DNJ 1962]
New Mexico	No. The Supreme Court, Moise, J., held that Rules of Civil Procedure providing that, unless otherwise ordered by court, deponent may be examined regarding any matter, not privileged, which is relevant to subject matter involved in pending action, could not be used to compel disclosure of amount of insurance coverage available to satisfy judgments that might be recovered in actions involving automobile accident. Fort v Neal, 1968-NMSC-149, 79 NM 479, 444 P2d 990
New York	Insurance Law §3420 Liability insurance; standard provisions; right of injured person provides: (d)(1)(A) This paragraph applies with respect to a liability policy that provides coverage with respect to a claim arising out of the death or bodily injury of any person, where the policy is: (i) subject to section three thousand four hundred twenty-five of this article, other than an excess liability or umbrella policy; or (ii) used to satisfy a financial responsibility requirement imposed by law or regulation. (d)(1)(B) Upon an insurer's receipt of a written request by an injured person who has filed a claim or by another claimant, an insurer shall, within sixty days of receipt of the written request: (i) confirm to the injured person or other claimant in writing whether the insured had a liability insurance policy of the type specified in subparagraph (A) of this paragraph in effect with the insurer on the date of the alleged occurrence; and (ii) specify the liability insurance limits of the coverage provided under the policy.

North Carolina	Yes. Held that the 1971 amendment of a discovery rule confers upon a party the legal right to obtain discovery of the existence and contents of insurance agreements referred to therein, and when a party elects to exercise such legal right, discretionary authority conferred upon a judge by other rules relates only to time, place and circumstances of such discovery Marks v Thompson, 282 NC 174, 192 SE2d 311 [1972] This would be covered under N.C.G.S.A. § 58-3-33 (copy attached). In sum, an insurer is required to provide policy limits of coverage under a *nonfleet private passenger automobile insurance policy* prior to litigation within 15 days of a proper request. This requirement is only triggered if the individual requesting the information: • Submits written consent to all medical providers to release to the insurers his or her medical records for three years prior to the date of the claimed injury and any medical records pertaining to the claimed injury; • Submits written consent to participate in pre-litigation mediation; and • Provides a copy of the accident report and a description of the events so that the insurer can make an initial determination of potential liability.  58-3-33 Insurer conditionally requir
North Dakota	A party may request discovery if they can demonstrate a substantial need, The language is broad enough that we believe policy limits may be discoverable prior to trial. ((3) Trial Preparation Materials. (A) Documents and Tangible Objects. Ordinarily, a party may not discover documents and tangible things that are prepared in anticipation of litigation or for trial by or for another party or its representative (including the other party's attorney, consultant, surety, indemnitor, insurer, or agent). But, subject to Rule 26(b)(5), these materials may be discovered if: (i) they are otherwise discoverable under Rule 26(b)(1); and (ii) the party shows that it has substantial need of the materials to prepare its case and cannot, without undue hardship, obtain their substantial equivalent by other means. ND R Civ P 26

Ohio	Yes. The Court held, this information, therefore, can be important to a plaintiff's case prior to trial, and can even help avoid a trial. Defendants' assertion that they had no potential coverage is without merit because it was based on the statements made by their insurance carriers that they were not required to provide coverage and was not based on any court determinations of lack of coverage. Insurance carriers cannot predict with certainty that their policies will be interpreted by a court in the same way the carriers interpret them. The trial court erred in failing to compel defendants to provide plaintiffs information regarding their insurance agreements. Gosden v Louis, 116 Ohio App 3d 195, 222, 687 NE2d 481, 498 [Ohio Ct App 1996]
Oklahoma	Does not have any law that requires *pre*-litigation disclosure of policy limits. However, an insuring agreement is discoverable after litigation is filed, in the ordinary course of discovery. 12 Okla. Stat. §3226(B)(2).
Oregon	There is no law that requires pre-litigation disclosure of policy limits. B(3) Trial Preparation Materials. (a) Materials subject to a showing of substantial need. Subject to the provisions of Rule 44, a party may obtain discovery of documents and tangible things otherwise discoverable under subsection B(1) of this rule and prepared in anticipation of litigation or for trial by or for another party or by or for that other party's representative (including an attorney, consultant, surety, indemnitor, insurer, or agent) only on a showing that the party seeking discovery has substantial need of the materials in the preparation of such party's case and is unable without undue hardship to obtain the substantial equivalent of the materials by other means. In ordering discovery of such materials when the required showing has been made, the court shall protect against disclosure of the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation. Or R Civ P 36
Pennsylvania	Yes. The Court held that Pennsylvania Rule of Civil Procedure 4007(a) requires the disclosure of the existence and policy limits of liability insurance coverage. Ballariel v Hoagerhyde, 220 Pa Super 414, 414, 289 A2d 131, 131 [Pa Super Ct 1972]
Rhode Island	Upon receiving a written request from an injured party making a claim against an insured, or from the injured party's attorney, an insurance company doing business in Rhode Island must disclose to the injured party the amount of the liability coverage limits. R.I. Gen. L. § 27-7-5 (2018). A reply should be made within fourteen (14) days of receiving the request. *Id*.
South Carolina	Does not have any law that requires pre-litigation disclosure of policy limits.
South Dakota	Yes. Held that by statute, personal injury plaintiff had, at time of collision with defendant, a right against defendant's liability insurer subject only to procuring judgment against defendant and execution thereon being returned unsatisfied, so that plaintiff was not a stranger to defendant's insurance coverage and, accordingly, from time action was commenced, had a discoverable interest in determining whether a policy was in existence and, if so, limits of policy.

	Williams v Carr, 84 SD 102, 167 NW2d 774 [1969] If requested, you need to disclose limits. In federal court they are part of the rule 26 materials.
Tennessee	No. The Court held that as a matter of first impression, information regarding defendants' liability insurance was not discoverable. Thomas v Oldfield, 279 SW3d 259 [Tenn 2009]
Texas	Yes. [A] party may obtain discovery of the existence and contents of any indemnity or insurance agreement under which any person may be liable to satisfy part or all of a judgment rendered in the action or to indemnify or reimburse for payments made to satisfy the judgment. In re Dana Corp., 138 SW3d 298, 301 [Tex 2004](citing Tex. R. Civ. P. 192.3(f)
Utah	Yes. Held that defendant must answer in discovery procedure whether she was insured, name of insurer, and amount of coverage. Ellis v Gilbert, 19 Utah 2d 189, 429 P2d 39 [1967]
Vermont	There is no broad-based requirement, either in statute or the insurance regulations, for pre-suit disclosure of policy limits. However, in Vermont's UM/UIM statute (23 VSA 941(g)), pasted below, there is a requirement for disclosure of limits upon request "by a person reasonably claiming the right to recover damages after an accident involving owners or operators of motor vehicles…" We think the statute is worded broadly enough that it is likely applicable to any claim arising out of an mva. § 941. Insurance against uninsured, underinsured, or unknown motorists (a) No policy insuring against liability arising out of the ownership, maintenance, or use of any motor vehicle may be delivered or issued for delivery in this State with respect to any motor vehicle registered or principally garaged in this State unless coverage is provided therein, or supplemental thereto, for the protection of persons insured thereunder who are legally entitled to recover damages, from owners or operators of uninsured, underinsured, or hit-and-run motor vehicles, for bodily injury, sickness, or disease, including death, and for property damages resulting from the ownership, maintenance, or use of such uninsured, underinsured, or hit-and-run motor vehicle. The coverage for property damages shall be sufficient to indemnify a claim for damages to which the claimant is legally entitled of no more than $10,000.00 per claim, subject to a $150.00 deductible; provided, however, to the extent that other direct damage coverage is valid and collectible: (1) this deductible shall not apply to a claimant who is otherwise insured for direct damages to his or her motor vehicle, in which case: (A) the coverage for property damages provided in this section shall be applied, without deductible, to pay the deductible of the other direct damage coverage; and (B) the balance of the direct damage claim, if any, shall be covered by such other direct damages coverage to the extent of its limits;

	(2) further, any other claim for property damages, not direct damages, to which the claimant is legally entitled, shall be paid by the coverage required by this section, without deductible, to the extent of the limits herein provided. (b) Every policy insuring against liability arising out of the ownership, maintenance, or use of any motor vehicle shall provide insurance against loss resulting from the liability imposed by law for damages because of bodily injury or death of any person within this State or elsewhere in the United States and Canada. (c) The coverages under subsections (a) and (b) of this section for new or renewed policies shall be not less than $50,000.00 for one person and $100,000.00 for two or more persons killed or injured. If the limits of liability coverage in the policy are greater than $50,000.00 for one person and $100,000.00 for two or more persons injured or killed, the limits of uninsured motorist insurance shall be the same, unless the policyholder otherwise directs. (d) For the purpose of this subchapter an "uninsured motor vehicle" includes an insured other motor vehicle where: (1) the liability insurer of the other motor vehicle is unable, because of its insolvency, to make payment with respect to the legal liability of its insured within the limits specified in its policy; and (2) the occurrence out of which the legal liability arose took place while the uninsured vehicle coverage required under subsection (a) of this section was in effect; and (3) the insolvency of the liability insurer of the other motor vehicle existed at the time of, or within one year after, the occurrence. (e) If payment is made under uninsured motorist coverage, and subject to the terms of that coverage, to the extent of that payment, the insurer is entitled to the proceeds of any settlement or recovery from any person legally responsible for the damage or personal injury, as to which the payment was made, and to amounts recoverable from the assets of an insolvent insurer of such person. However, if the injured party settles or recovers against any person, any reimbursement due to an insurer under this section shall be reduced by deducting a fair portion of all reasonable expenses of recovery incurred in effecting the settlement or recovery. The expenses of recovery shall be apportioned between the parties as their interests appear at the time of the settlement or recovery. (f) For the purpose of this subchapter, a motor vehicle is underinsured to the extent that: (1) the liability insurance limits applicable at the time of the accident are less than the limits of the uninsured motorist coverage applicable to the insured; or (2) the available liability insurance has been reduced by payments to others injured in the accident to an amount less than the limits of the uninsured motorist coverage applicable to the insured. (g) Within 30 days of receipt of a written request by a person reasonably claiming the right to recover damages after an accident involving owners or operators of motor vehicles for bodily injury, sickness, or disease, including death, or for property damages resulting from the ownership, maintenance, or use of a motor vehicle, an insurer that may be liable to satisfy part or all of the claim under a policy subject to this chapter shall provide a statement, by a duly

	authorized agent of the insurer, setting forth the names of the insurer and insured, and the limits of liability coverage.
Virginia	Depends. Code of Virginia § 8.01-417 C. After he gives written notice that he represents an injured person, an attorney, or an individual injured in a motor vehicle accident if he is not represented by counsel, may, prior to the filing of a civil action for personal injuries sustained as a result of a motor vehicle accident, request in writing that the insurer disclose (i) the limits of liability of any motor vehicle liability or any personal injury liability insurance policy that may be applicable to the claim and (ii) the physical address, if known, of the alleged tortfeasor who is insured by the insurer, if not previously reported to the requesting party. The requesting party shall provide the insurer with the date of the motor vehicle accident, the name and last known address of the alleged tortfeasor if it has been reported to the requesting party, a copy of the accident report, if any, and the claim number, if available. The insurer shall provide the alleged tortfeasor's physical address within 30 days of the receipt of the request. When requesting the limits of liability, the requesting party shall also submit to the insurer the injured person's medical records, medical bills, and wage-loss documentation, if applicable, pertaining to the claimed injury. If (a) the total of the medical bills and wage losses submitted equals or exceeds $12,500 or (b) regardless of the amount of losses, the alleged tortfeasor was convicted of an offense under § 18.2-51.4, 18.2-266, 18.2-266.1, or 46.2-341.24 and the injured person's injuries arose from the same incident that resulted in such conviction, the insurer shall respond in writing within 30 days of receipt of the request and shall disclose the limits of liability at the time of the accident of all such policies, regardless of whether the insurer contests the applicability of the policy to the injured person's claim, and the insured's address. Disclosure of the policy limits under this section shall not constitute an admission that the alleged injury or damage is subject to the policy. Information concerning the insurance policy is not by reason of disclosure pursuant to this subsection admissible as evidence at trial. D. After he gives written notice that he represents the personal representative of the estate of a decedent who died as a result of a motor vehicle accident, an attorney, or the personal representative of the estate of the decedent who died as a result of a motor vehicle accident if he is not represented by counsel, may, prior to the filing of a civil action for wrongful death as a result of a motor vehicle accident, request in writing that the insurer disclose (i) the limits of liability of any motor vehicle liability insurance policy or any personal injury liability insurance policy that may be applicable to the claim and (ii) the physical address, if known, of the alleged tortfeasor who is insured by the insurer, if not previously reported to the requesting party. The requesting party shall provide the insurer with the date of the motor vehicle accident, the name and last known address of the alleged tortfeasor if it has been reported to the requesting party, a copy of the accident report, if any, and the claim number, if available. The insurer shall provide the alleged tortfeasor's physical address within 30 days of the receipt of the request. When requesting the limits of liability, the requesting party shall submit to the insurer the death certificate of the

	decedent; the certificate of qualification of the personal representative of the decedent's estate; the names and relationships of the statutory beneficiaries of the decedent; medical bills, if any, supporting a claim for damages under subdivision 3 of § 8.01-52; and, if at the time the request is made a claim for damages under clause (i) of subdivision 2 of § 8.01-52 is anticipated, a description of the source, amount, and payment history of the claimed income loss for each beneficiary. The insurer shall respond in writing within 30 days of receipt of the request and shall disclose the limits of liability at the time of the accident of all such policies, regardless of whether the insurer contests the applicability of the policy to the personal representative's claim, and the insured's address. Disclosure of the policy limits under this section shall not constitute an admission that the alleged death or other damage is subject to the policy. Information concerning the insurance policy is not by reason of disclosure pursuant to this subsection admissible as evidence at trial. E. For purposes of subsections C and D, if the alleged tortfeasor has insurance coverage from a self-insured locality for a motor vehicle accident, as described in this section, and the locality is authorized by the alleged tortfeasor to accept service of process on behalf of the alleged tortfeasor and agrees to do so, the locality, in its discretion and instead of disclosing the alleged tortfeasor's home address, may disclose the insured's work address and the name and address of the person who shall accept service of process on behalf of the alleged tortfeasor. If the locality makes such a disclosure, the locality shall not be required to disclose the alleged tortfeasor's home address. F. As used in subsections C and D, "insurer" does not include the insurance agency or the insurance agent representing the alleged tortfeasor as the authorized representative or agent with respect to the alleged tortfeasor's motor vehicle insurance policy. Code 1950, § 8-628.2; 1954, c. 390; 1977, c. 617; 2004, c. 345; 2005, c. 211; 2008, c. 819; 2010, cc. 354, 435; 2015, c. 711; 2016, cc. 241, 267; 2018, c. 479.
Washington	Does not have any law that requires pre-litigation disclosure of policy limits. However, an insuring agreement is discoverable after litigation is filed, in the ordinary course of discovery. A party may obtain discovery and production of: (i) the existence and contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment; and (ii) any documents affecting coverage (such as denying coverage, extending coverage, or reserving rights) from or on behalf of such person to the covered person or the covered person's representative. Information concerning the insurance agreement is not by reason of disclosure admissible in evidence at trial. Wash Super Ct. Civ. R. CR 26
West Virginia	Pursuant to West Virginia rules of civil procedure 26 outlining trial preparation the statute is broad enough that policy limits may be discoverable.

	Trial Preparation: Materials. Subject to the provisions of subdivision (b)(4) of this rule, a party may obtain discovery of documents and tangible things otherwise discoverable under subdivision (b)(1) of this rule and prepared in anticipation of litigation or for trial by or for another party or by or for that other party's representative (including the party's attorney, consultant, surety, indemnitor, insurer, or agent) only upon a showing that the party seeking discovery has substantial need of the materials in the preparation of the party's case and that the party is unable without undue hardship to obtain the substantial equivalent of the materials by other means. In ordering discovery of such materials when the required showing has been made, the court shall protect against disclosure of the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation. W Va R Civ P 26(b)(3).
Wisconsin	Does not have any law that requires pre-litigation disclosure of policy limits.
Wyoming	Wyoming requires as a part of Rule 26 the disclosure (a copy) of "any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment."