

13-1716. Incidental and consequential loss.

The amount of any incidental or consequential loss to the plaintiff, including _____ (*list losses claimed*). An “incidental loss” is a cost incurred in a reasonable effort to avoid losses caused by the insurer’s conduct. A “consequential loss” is a loss that arises from the results of an insurer’s conduct rather from the conduct itself.

Any losses you find were caused by the insurer’s breach of the terms of the insurance policy are limited to losses that the insurer and the insured could reasonably have expected to be a consequence of the insurer’s failure to perform its obligations under the policy.

[Adopted, effective November 1, 1991; as amended by Supreme Court Order No. S-1-RCR-2023-00028, effective for all cases pending or filed on or after December 31, 2023.]