

First of all, it is relevant. Texas law prohibits an insurance company's refusal to insure one person of the same class and essentially the same hazard as another person.² Here, ██████ denied ██████'s claim because he was a ██████ driver, but it appears that it has insured those drivers in the past, and even paid their claims. The discovery is tightly focused on how ██████ may have treated ██████'s claim differently from other drivers' in the same class.

██████'s litany of examples of bad faith cases isn't compelling.³ There are more than one or two ways that insurers can be liable for improper claims handling. Some bad faith cases might not involve comparisons with other files, but an insurer's failure to treat one claimant the same as the rest of his class necessarily involves a comparison of files.

Its invocation of *In re Allstate*⁴ and *In re GMAC*⁵ also is inapposite. In *in re Allstate*, a car accident case, the trial court didn't put any limit on the plaintiff's 213 discovery requests which included requests for

- transcripts of all testimony ever given by an Allstate agent on the topic of insurance
- every court order finding Allstate wrongfully adjusted the value of a damaged vehicle
- personnel files of every Allstate employee a Texas court has determined wrongfully assessed the value of a damaged vehicle
- legal instruments documenting Allstate's status as a corporation and its net worth.⁶

² *Perez v. Blue Cross Blue Shield of Texas, Inc.*, 127 S.W.3d 826, 836 (Tex. App. – Austin 2003).

³ See Zurich's Motion for Protective Order at 4.

⁴ *In re Allstate County Mut. Ins. Co.*, 227 S.W.3d 667 (Tex. 2007).

⁵ *In re GMAC Direct Ins. Co.*, No. 09-10-00493-CV, 2010 Tex. App. LEXIS 10336 (Beaumont, December 30, 2010).

⁶ *Id.* at 669.