

IN THE SUPREME COURT OF CALIFORNIA

REAGAN WILSON,)	
)	S141790
Plaintiff and Appellant,)	
)	Ct.App. 2/7 B180323
v.)	
)	Los Angeles County
21ST CENTURY INSURANCE)	Super. Ct. No. BC301588
COMPANY,)	
)	
Defendant and Respondent.)	
_____)	

MODIFICATION OF OPINION

THE COURT:

The court’s opinion filed November 29, 2007, is modified as follows:

Footnote 7 on page 12 of the filed opinion is modified to read:

In this connection, we find potentially misleading the statements in some decisions to the effect that under the genuine dispute rule bad faith cannot be established where the insurer’s withholding of benefits “is reasonable *or* is based on a legitimate dispute as to the insurer’s liability.” (*Century Surety Co. v. Polisso* (2006) 139 Cal.App.4th 922, 949, italics added; see also *Chateau Chamberay Homeowners Assn. v. Associated Internat. Ins. Co., supra*, 90 Cal.App.4th at p. 346 [“ ‘if reasonable or if based on a legitimate dispute’ ”]; *Tomaselli v. Transamerica Ins. Co.* (1994) 25 Cal.App.4th 1269, 1281 [same].) In the insurance bad faith context, a dispute is not “legitimate” unless it is founded on a basis that is reasonable under all the circumstances.

This modification eliminates a reference to *Delgado v. Interinsurance Exchange of the Automobile Club* (2007) 152 Cal.App.4th 671, a decision of which this court has granted review, and does not affect the judgment.

This modification does not effect a change in the judgment.