General Requirements	Reference	Description	Complies	
Effective Date	**WAC 284-20B-130** **RCW 48.18.103(4)** **RCW 48.18.2901(2)**	Use and File. Effective dates are required except for new programs or new optional endorsements. The proposed effective date must be consistent with law.	Yes N/A	☐ ☐
Form Filing Rules	**WAC 284-20B**	SERFF Industry Manual posted on the SERFF web site at: www.serff.com. Washington State SERFF Property and Casualty Form Filing General Instructions posted on the commissioner's web site at: www.insurance.wa.gov.	Yes	☐
Rate Filing Rules	**WAC 284-24-011**	SERFF Industry Manual posted on the SERFF web site at: www.serff.com. Washington State SERFF Property and Casualty Rate Rule Filing General Instructions posted on the commissioner's web site at: www.insurance.wa.gov.	Yes	☐
Form Numbers	**WAC 284-20B-030(4)**	Each form must have a unique identifying number and a way to distinguish it from other editions of the same form.	Yes	☐
Line of Authority	**RCW 48.11.070**	General Casualty Insurance	Yes	☐
Policyholder Notices	**WAC 284-20B-110(2)**	Do not file these notices unless they amend or modify policy provisions.	Information only.	
Supporting Documentation New Forms	**WAC 284-20B-140**	You must identify previously approved Washington Amendatory Endorsements to be used with new forms.	Yes N/A	☐ ☐
Revised Forms	**WAC 284-20B-120**	If a previously approved form is replaced by a new version, you must submit a red-line version that identifies each change to the replaced form.	Yes N/A	☐ ☐
Third-Party Filers	**WAC 284-20B-060**	If an insurer delegates filing authority to a third-party filer, the filing must include a letter signed by an officer of the insurer authorizing the third-party filer to make filings on behalf of the insurer. This letter must be attached to the Supporting Documentation tab.	Yes N/A	☐ ☐

Requirement	Reference	Description	Complies	
Agent of Insurer	**RCW 48.110.110(1)**	• For purposes of obligating the insurer to service contract holders, service contract providers are agents of the insurer that issued the reimbursement insurance policy. • If the consumer pays the provider fee to the service contract seller, service contract provider or administrator, the consumer has paid the service contract provider and the insurer that issued the reimbursement insurance policy.	Yes N/A	☐ ☐

Requirement	Reference	Description	Complies	
Ambiguous & Misleading Language	**RCW 48.18.110(1)(c)**	Forms must not contain inconsistent, ambiguous or misleading language. A form is ambiguous if the language is fairly susceptible to two different but reasonable interpretations (see Allstate Insurance Company v. Peasley 131 Wn.2d 420; 932 P.2d 1244).	Information only.	
Applications				
Fraud Warning	**RCW 48.135.080** **RCW 48.30.230**	Applications must contain the Washington fraud warning.	Yes	☐
Used as Evidence	**RCW 48.18.080** **WAC 284-20B-110(1)**	An application is not admissible as evidence in any action unless the application is a part of the policy. If the application is part of the policy, the insurer must file it.	Yes N/A	☐ ☐
Appraisal				
False Expectations	**RCW 48.18.110(1)(c)**	The insurer may not retain the right to deny a claim after an appraisal. The insurer must decide whether it will pay a claim before the appraisal begins. Conditions that create a false expectation that a claim will be paid are misleading and deceptive.	Yes N/A	☐ ☐
Binding on Both Parties	**RCW 48.18.110(1)(c)**	If a condition says the insurer enters into an appraisal and retains its rights, the same provision must apply to the insured (this may appear in the "Waiver or Change in Policy Provisions" condition as well).	Yes N/A	☐ ☐
Use of Appraisers Outside the Loss Area	**WAC 284-30-330(17)**	Appraisal conditions may not allow an insurer to use appraisers from outside the loss area in most instances.	Yes N/A	☐ ☐
Arbitration	**RCW 48.18.200(1)(b)**	If included in the policy it must be non-binding. Binding arbitration is not acceptable since it deprives Washington courts jurisdiction of action against the insurer. Also, the McCarran-Ferguson Act shields the statutes from preemption by the Federal Arbitration Act. (See Department of Transportation v. James River Ins. Co. 176 Wn.2d 390; 292 P.3d 118.)	Yes N/A	☐ ☐
Bankruptcy	**RCW 48.18.110(1)(c)**	Bankruptcy conditions must say the insurer will pay liability claims on behalf of a bankrupt insured. The 11 U.S.C.S. § 524 does not prohibit a lawsuit against a discharged debtor to recover from the debtor's insurer. A plaintiff may continue a lawsuit started before bankruptcy is filed or start a lawsuit after the discharge is granted. (See Arreygue v. Lutz, 116 Wn. App. 938; 69 P.3d 881)	Yes N/A	☐ ☐
Cancellation & Non-Renewal				
Calculation of Unearned/Return Premium – Insurer Cancels	**RCW 48.18.290(4)**	The cancellation condition must say the insurer will refund unearned premium on a pro rata basis if the insurer cancels the policy. This law applies to cancellation by an insurer due to underwriting considerations or non-payment of premium.	Yes N/A	☐ ☐

Requirement	Reference	Description	Complies	
Calculation of Unearned/Return Premium – Insured Cancels	**RCW 48.18.300(2)** **RCW 48.18.190**	The cancellation condition must say the insurer will refund unearned premium if the insured cancels the policy. The refund formula must be stated in the policy (pro rata refund is <u>not</u> required). The form may not say the refund "may be less than pro rata."	Yes N/A	☐ ☐
Cancellation by Insured	**WAC 284-30-590(8)**	The insured may provide notice before the effective date by: (1) written notice (mail, fax or e-mail); (2) surrender of the policy; or (3) verbal notice to the insurer or producer. The insurer must then promptly cancel the policy effective the later of the date notice is received; or the date the insured requests cancellation.	Yes N/A	☐ ☐
Minimum Retained Premium	**RCW 48.18.190** **RCW 48.18.290(4)** **RCW 48.18.520**	The cancellation condition may say the insurer will retain a minimum premium if <u>the insured</u> cancels the policy. If <u>the insurer</u> cancels, the entire pro rata unearned premium must be returned to the insured.	Yes N/A	☐ ☐
Notice of Cancellation	**RCW 48.18.290**	The cancellation condition must provide at least forty-five days notice of cancellation (10 days for nonpayment of premium) to the named insured with the actual reason for cancellation. The insurer must send like notice of cancellation to each mortgagee, pledgee or other person shown by the policy to have an interest in any loss that may occur under the policy. See exception for certificate holders in WAC 284-30-355.	Yes N/A	☐ ☐
Notice to Commissioner	**RCW 48.110.100**	The reimbursement policy insurer must provide notice of cancellation or nonrenewal under RCW 48.18.290 to both the provider and the commissioner. Termination of a reimbursement insurance policy does not reduce the insurer's responsibility for service contracts issued by providers before the effective date of the cancellation or nonrenewal.	Yes	☐
Notice of Nonrenewal	**RCW 48.18.2901** **RCW 48.18.140**	If the insurance policy is renewable by it terms, it must include a nonrenewal condition that complies with RCW 48.18.2901 and .140(2)(f). The insurer must provide at least 45 days notice of nonrenewal to the named insured along with the actual reason the policy will be nonrenewed.	Yes N/A	☐ ☐
Renewal Notice – Altered Terms	**RCW 48.18.2901(1)(b)** **RCW 48.18.2901(2)** **WAC 284-30-590(1)**	The insurer must provide notice of renewal at least: • 20 days before the expiration of the policy; and • Describe any premium increase that results from a change of rates and an explanation of any adverse change in contract provisions (the explanations will be variable depending on circumstances).	Yes N/A	☐ ☐
Required Policy Period	**RCW 48.18.2901(4)**	A minimum of 6 months, and the policy may be continuously renewable.	Yes N/A	☐ ☐
Compliance With Law (Conformity with Statute Provisions)	**RCW 48.18.110(1)(a)** **RCW 48.18.510**	If a form does not comply with Washington law, the insurer must construe the form as if it fully complies with chapter 48.18 RCW, as required under RCW 48.18.510.	Information only.	

Requirement	Reference	Description	Complies	
Concealment/Fraud Conditions				
Fraud and Misrepresentation	**RCW 48.18.090(1)**	An insurer cannot void the policy unless the insured or someone acting on the insured's behalf intentionally conceals or misrepresents a material fact or circumstance relating to the insurance. An oral or written misrepresentation or warranty may not void the contract unless it is made with the intent to deceive	Yes N/A	☐ ☐
Fraud Warning	**RCW 48.30.230**	If a fraud warning contains a definition of felony, it must be consistent with state law.	Yes N/A	☐ ☐
Voiding the Policy	**RCW 48.18.090(1)**	Conditions must say there is proof of intent to deceive in order to avoid or defeat the policy (see American Fidelity and Casualty Company v Backstrom, 47 Wn.2d 77; 287 P.2d 124).	Yes N/A	☐ ☐
Warranties – Effect	**RCW 48.18.350**	Conditions dealing with breach of a warranty must say the breach exists at the time of loss to void the policy.	Yes N/A	☐ ☐
Content of Policies				
General	**RCW 48.18.190**	The policy must contain the entire contract between the parties.	Yes	☐
Specific	**RCW 48.18.140**	The insurance policy must contain: • The names of the parties to the contract. • The subject of the insurance. • The risk(s) insured. • The time the insurance takes effect and the duration of the policy period. • The conditions that apply to the insurance. • A statement of the premium and if subject to audit the rating basis and rate.	Yes	☐
Countersignatures	**RCW 48.18.210**	Countersignatures are not required, but a facsimile signature of an officer, employee or representative of the company must execute the policy.	Yes N/A	☐ ☐
Courts				
Access to Courts	**RCW 48.18.200**	Washington must be the state of jurisdiction in any action against an insurer.	Yes N/A	☐ ☐
Lawsuits Against Insurer – Liability	**RCW 48.18.200(1)(c)**	A person has at least one year from the time a cause of action accrues to bring an action against an insurer. Safeco v Barcom, 112 Wn.2d 575; 733 P.2d 56 and Schwindt v Commonwealth, 140 Wn.2d 348; 997 P.2d 353	Yes N/A	☐ ☐
Declarations Page	**RCW 48.18.103**	Insurers may file blank or sample completed declaration pages, and they are often used to meet the requirements of RCW 48.18.140.	Yes N/A	☐ ☐

Requirement	Reference	Description	Complies
Definitions	**RCW 48.110.020**	Reimbursement polices must be consistent with these definitions (as applicable to the coverage provided): • Incidental costs: RCW 48.110.020(5) • Protection product: RCW 48.110.020(10) • Protection product guarantee: RCW 48.110.020(11) • Protection product guarantee holder: RCW 48.110.020(12) • Protection product guarantee provider: RCW 48.110.020(13) • Provider fee: RCW 48.110.020(15) • Reimbursement insurance policy: RCW 48.110.020(16) • Service contract: RCW 48.110.020(18) • Service contract holder: RCW 48.110.020(19) • Service contract provider: RCW 48.110.020(20)	Yes ☐ N/A ☐
Discrimination	**RCW 48.18.480** **RCW 48.30.300**	An insurer may not discriminate unfairly against risks insured that have substantially like insuring, risk, and exposure factors, and expense elements (see Independent Insurance Agents & Brokers v. Herrmann, 79 Wn.2d 462; 486 P.2d 1068).	Information only.
Duty to Defend	**RCW 48.18.110(1)(c)**	Duty to defend conditions must reflect Washington law. The duty to defend: • Is broader than its duty to indemnify (see Hayden v. Mutual of Enumclaw Ins. Co., 141 Wn.2d 55, 64, 1 P.3d 1167). • Ends if a judgment or settlement is reached with the injured party or the permission of the insured is obtained (see Viking Ins. Co. v. Hill, 57 Wn. App. 341, 348, 787 P.2d 1385 and Farmers Ins. v. Romas, 88 Wn. App. 801). **NOTE:** This does not apply to "Defense Within Limits" coverage.	Yes ☐ N/A ☐
Exclusions & Limitations Concurrent Causation	**RCW 48.18.110(1)(c)**	The efficient proximate cause rule applies in Washington. Case law says if an "insured risk" sets into motion a chain of causation that leads to an uncovered loss, the policy must provide coverage (see Safeco Ins. Co. of America v. Hirschmann, 112 Wn.2d 621, 628, 773 P.2d 413; Allstate v. Raynor, 143 Wn.2d 469; 21 P.3d 707; Everett v American Empire Surplus Lines Ins. Co., 64 Wn.App. 83; 823 P.2d 1112 and Washington State Toll Bridge Authority v Aetna Ins. Co., 54 Wn. App. 400; 773 P.2d 906).	Yes ☐ N/A ☐ This issue generally occurs with "lead-in" language to an exclusion section.
Group Policies (Certificates)	**RCW 48.01.020** **RCW 48.18.140** **RCW 48.18.190** **RCW 48.18.520**	Insurers may sell group or master policies. If these policies are marketed to Washington consumers, the Certificate of Insurance or other written instrument that comprises the insurance contract is considered the policy and must contain the entire contract. The insurer may not refer to a Master Policy – which the insured does not have – for terms and conditions.	Yes ☐ N/A ☐

Requirement	Reference	Description	Complies	
Insured's Duties	**RCW 48.18.110(1)**	Under provisions dealing with the insured's duties, the insurer may deny coverage based on the insured's failure to comply with the policy if the insurer is actually prejudiced by the insured's actions or conduct. (See <u>Oregon Auto Ins. Co. v. Salzberg</u>, 85 Wn.2d 372, 377, 535 P.2d 816)	Information only.	
Insuring Agreement General Requirements	**RCW 48.110.060(1)**	Reimbursement insurance policies must state that the insurer will: • Reimburse or pay on behalf of the service contract provider all sums the service contract provider is legally obligated to pay, including but not limited to a refund of the full purchase price of the service contract to the service contract holder; or • Provide the service that the provider is legally obligated to perform according to the service contract.	Yes	☐
Fully Insure Obligations	**RCW 48.110.060(2)**	The reimbursement insurance policy must fully insure the obligations of the service contract provider. The policy may not: • Partially insure the obligations of the provider; or • Insure only in the event of a default by service contract provider.	Yes	☐
Legal Name of Company	**RCW 48.05.190(1)** **WAC 284-30-670**	The policy must identify the legal name of the company.	Yes	☐
Mid-Term Changes	**RCW48.18.2901(2)** **WAC 284-30-590(1)**	Changes in rates and contract provisions that reduce coverage can only be made on the anniversary date of the policy if the insurer has provided at least 20 days notice of the change.	Yes N/A	☐ ☐
Non-English Policies	**WAC 284-20B-150**	Insurance policy forms written in languages other than English must comply with this regulation.	Yes N/A	☐ ☐
Participating Policies	**RCW 48.18.340**	An insurer must pay dividends to party who paid premium. Dividends are rarely paid (a mutual can pay dividends).	Yes N/A	☐ ☐
Payment of Loss Direct Action Against Company	**RCW 48.110.060(3)**	Reimbursement insurance policies must allow the service contract holder to apply directly to the insurer for payment or performance due.	Yes	☐
Time Period	**WAC 284-30-330(16)**	The insurer must pay claims within 15 business days after the date of settlement. An insurer may include a different time limit in the policy, but the maximum number of days that we will allow is 30 consecutive days (not 30 business days).	Yes N/A	☐ ☐

Requirement	Reference	Description	Complies	
Premium	**RCW 48.18.170** **RCW 48.18.180**	All sums charged, received or deposited for insurance coverage is premium (does not have to be defined in the policy). This includes all fees, charges or other considerations charged for the insurance or for its procurement.	Yes N/A	☐ ☐
Premium Audit	**RCW 48.18.140(3)**	Policies that are subject to audit must show the rating basis and rate somewhere in the policy.	Yes N/A	☐ ☐
Rebates/Inducements	**RCW 48.30.140** **RCW 48.30.150**	Rebates and inducements are generally prohibited.	Yes N/A	☐ ☐
Subrogation/Rights Of Recovery	**RCW 48.18.110(1)(c)**	The subrogation condition must say that the: • Insured will be completely reimbursed for a loss before the insurer is entitled to subrogation proceeds; or • Insurer's right of subrogation will not exceed the amount of their payment. (See Thiringer v. American Motors Insurance Company, 91 Wn.2nd 215).	Yes N/A	☐ ☐
Variable Data	**RCW 48.18.100** **RCW 48.18.103**	Forms with "variable" provisions are not acceptable. They must be in a format where coverage and provisions can be determined by comparing a list of a policy's form numbers with those forms filed with this office. Fill in areas for limits, deductibles, signatures, etc. are acceptable.	Yes N/A	☐ ☐