

**MAY 21, 2020**

# Compliance Circulation Notification

## Plumbing Contractors Endorsement

### Circular Number

BP-2020-03

### Effective Date

These changes are applicable to all policies effective on or after

November 1, 2020

### WSRB Reference Filing Numbers

CL-2020-OPCC1

CL-2020-RPCC1

### Got Questions?

Compliance Department  
2101 4th Avenue, Suite 300  
Seattle, WA 98121

206.273.7161

[wsrbcompliance@wsrb.com](mailto:wsrbcompliance@wsrb.com)

### Changes

These filings introduce a Washington-specific Businessowners endorsement and rules in response to a 2020 Washington law that impacts plumbing contractors.

### Company Action

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are NOT required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to NOT use our revision, you must make an appropriate submission with the Insurance Department.

In all correspondence with the Insurance Department regarding this revision, include the WSRB Reference Filing Number, not this Circular number.

### Manual Distribution

Insurance Services Office, Inc. will print and distribute revised manual pages prior to the effective date. A complete copy of the filing is available on the WSRB website using the Compliance Filings Library. Circular notification is available by e-mail only.

Register to receive electronic notification at the Compliance Filings Library page inside the Members section at [wsrb.com](https://www.wsrb.com)

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<b>State:</b>	Washington	<b>Filing Company:</b>	Washington Surveying and Rating Bureau
<b>TOI/Sub-TOI:</b>	05.0 CMP Liability and Non-Liability/05.0002 Businessowners		
<b>Product Name:</b>	Washington Plumbing Contractors Endorsement		
<b>Project Name/Number:</b>	Washington Plumbing Contractors Endorsement/CL-2020-OPCC1		

## Filing at a Glance

Company:	Washington Surveying and Rating Bureau
Product Name:	Washington Plumbing Contractors Endorsement
State:	Washington
TOI:	05.0 CMP Liability and Non-Liability
Sub-TOI:	05.0002 Businessowners
Filing Type:	Form
Date Submitted:	05/14/2020
SERFF Tr Num:	WSRB-132379804
SERFF Status:	Closed-Approved
State Tr Num:	391816
State Status:	Approved
Co Tr Num:	CL-2020-OPCC1
Co Status:	Approved
Effective Date	11/01/2020
Requested (New):	
Effective Date	
Requested (Renewal):	
Author(s):	Jim Antush
Reviewer(s):	Dennis Godwin (primary)
Disposition Date:	05/15/2020
Disposition Status:	Approved
Effective Date (New):	11/01/2020
Effective Date (Renewal):	11/01/2020
Destruction Date:	

**State:** Washington **Filing Company:** Washington Surveying and Rating Bureau  
**TOI/Sub-TOI:** 05.0 CMP Liability and Non-Liability/05.0002 Businessowners  
**Product Name:** Washington Plumbing Contractors Endorsement  
**Project Name/Number:** Washington Plumbing Contractors Endorsement/CL-2020-OPCC1

## General Information

Project Name: Washington Plumbing Contractors  
Endorsement  
Project Number: CL-2020-OPCC1  
Reference Organization:  
Reference Title:  
Filing Status Changed: 05/15/2020  
State Status Changed: 05/15/2020  
Created By: Jim Antush  
Corresponding Filing Tracking Number: CL-2020-RPCC1

Status of Filing in Domicile:  
  
Domicile Status Comments:  
Reference Number:  
Advisory Org. Circular:  
Company Status Changed: 05/15/2020  
Deemer Date:  
Submitted By: Jim Antush

### Filing Description:

This filing introduces a Washington-specific endorsement in response to a 2020 Washington law that impacts plumbing contractors.

The form included in this filing is for Businessowners coverage only. The Commercial General Liability coverage referenced in the Explanatory Memorandum has been filed separately by the Insurance Services Office, Inc. (ISO).

## Company and Contact

### Filing Contact Information

Jim Antush, VP, Compliance & Actuarial Services  
jim.antush@wsrb.com  
2101 4th Avenue  
Suite 300  
Seattle, WA 98121  
206-273-7161 [Phone]  
206-217-9329 [FAX]

### Filing Company Information

Washington Surveying and Rating Bureau	CoCode:	State of Domicile: Washington
2101 4th Avenue, Suite 300	Group Code:	Company Type: Rating
Seattle, WA 98121	Group Name:	Organization - Property
(206) 217-9772 ext. [Phone]	FEIN Number: 74-3049163	State ID Number: 1425

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

## State Specific

Is the Co Tracking # field populated on the General Information Tab? (yes/no): Yes  
Form Tab Only - Are the Form # and Form Description fields populated corresponding to the attached form? (yes/no): Yes

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WASHINGTON PLUMBING CONTRACTORS CHANGES – SPLIT LIMITS OF INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

### **SCHEDULE**

	<b>Limits Of Insurance</b>
<b>Each Person Bodily Injury Limit</b>	<b>\$</b>
<b>Each Occurrence Bodily Injury Limit</b>	<b>\$</b>
<b>Personal And Advertising Injury Limit</b>	<b>\$</b>
<b>Each Occurrence Property Damage Limit</b>	<b>\$</b>
<b>Other Than Products/Completed Operations Aggregate Limit</b>	<b>\$</b>
<b>Products/Completed Operations Aggregate Limit</b>	<b>\$</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Liability** is amended as follows:

**A. Paragraph D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

2. The most we will pay for the sum of all damages because of all:
  - a. "Bodily injury" and medical expenses arising out of any one "occurrence" is the Each Occurrence Bodily Injury Limit shown in the Schedule above;
  - b. "Personal and advertising injury" sustained by any one person or organization is the Personal And Advertising Injury Limit shown in the Schedule above;
  - c. "Property damage" arising out of any one "occurrence" is the Each Occurrence Property Damage Limit shown in the Schedule above; and
  - d. Subject to the Each Occurrence Bodily Injury Limit described in Paragraph a. above, the Each Person Bodily Injury Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "bodily injury" sustained by any one person as the result of any one "occurrence".

But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

**B. Conformity To Statute**

If the Limits Of Insurance required for licensed plumbing contractors, as set forth in Washington Code Chapter 18.106, are increased during the policy period, the Limits Of Insurance provided in the Schedule of this endorsement are hereby amended as needed to conform to Washington law.

**C. Paragraph D.4. Aggregate Limits** is replaced by the following:

**4. Aggregate Limits**

The most we will pay for:

- a. All "bodily injury" and "property damage" that is included in the "products-completed operations hazard" is the Products/Completed Operations Aggregate Limit shown in the Schedule above.

**b. All:**

- (1)** "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2)** Plus medical expenses;
- (3)** Plus all "personal and advertising injury" caused by offenses committed;

is the Other Than Products/Completed Operations Aggregate Limit shown in the Schedule above.

Subject to Paragraph **a.** or **b.** above, whichever applies, the Damage To Premises Rented To You limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

# Washington Plumbing Contractor Endorsements Introduced

## Applicable Lines of Business

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This filing applies to the following lines of business:

- ◆ Businessowners
- ◆ Commercial General Liability

## About This Filing

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This filing introduces Washington-specific endorsements in response to 2020 Wash. Laws \_\_\_\_ (former S.B. 6170).

## New Forms

We are introducing the following forms:

- ◆ BP 10 87 11 20 – Washington Plumbing Contractors Changes – Split Limits Of Insurance For Bodily Injury And Property Damage
- ◆ CG 25 49 11 20 – Washington Plumbing Contractors Changes – Split Limits Of Insurance For Bodily Injury And Property Damage

## Related Filing(s)

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CL-2020-RPCC1 (Rules)

## Background

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2020 Wash. Laws \_\_\_\_ (former S.B. 6170), in part, introduces various requirements applicable to a "plumbing contractor", which is newly defined under RCW 18.106.010 as:

"...any person, corporate or otherwise, who engages in, or offers or advertises to engage in, any plumbing work covered by the provisions of this chapter by way of trade or business, or any person, corporate or otherwise, who employs anyone, or offers or advertises to employ anyone, to engage in any plumbing work as defined in this section. The plumbing contractor is responsible for ensuring the plumbing business is operated in accordance with rules adopted under this chapter."

2020 Wash. Laws \_\_\_\_ (former S.B. 6170), in part, amends the definition of "plumbing" under RCW 18.106.010 as follows, as illustrated with deleted text struck through and new text underlined:

"...that craft involved in installing, altering, repairing and renovating potable water systems, liquid waste systems, and medical gas piping systems within a building as defined by the plumbing code as adopted and amended by the state building code council, and includes all piping, fixtures, pumps, and plumbing appurtenances that are used for rainwater catchment and reclaimed water systems within a building. ~~Installation in a water system of water softening or water treatment equipment is not within the meaning of plumbing as used in this chapter.~~"

Regarding insurance requirements with respect to "plumbing contractors", 2020 Wash. Laws \_\_\_\_ (former S.B. 6170) adds a new section to chapter 18.106 RCW, which states, in part, that:

"[a]t the time of plumbing contractor licensing and subsequent license renewal, the applicant shall furnish insurance or financial responsibility in the form of an assigned account in the amount of fifty thousand dollars for injury or damages to property, and one hundred thousand dollars for injury or damage including death to any one person, and two hundred thousand dollars for injury or damage including death to more than one person."

The above changes go into effect on June 11, 2020.

## Explanation of Changes

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In response to the requirements of 2020 Wash. Laws \_\_\_\_ (former S.B. 6170), we are introducing Washington Plumbing Contractors Changes – Split Limits Of Insurance For Bodily Injury And Property Damage endorsements BP 10 87 and CG 25 49 to be used with plumbing contractor risks. The new endorsements amend the limits of insurance provision to expressly accommodate the specific limit requirements outlined in the law.

## Copyright Explanation

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## Important Note

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