

SEPTEMBER 30, 2020

Compliance Circulation Notification

Washington Changes Endorsements – Domestic Abuse

Circular Number

CL-2020-10

Effective Date

These changes are applicable to all policies effective on or after

March 1, 2021

WSRB Reference Filing Number

CL-2020-OEND1

Got Questions?

Compliance Department
2101 4th Avenue, Suite 300
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Changes

We have revised the Washington Changes endorsement for several commercial lines of business in response to 2020 Wash. Laws 29 ___ (former H.B. 2473), which, in part, amends "domestic abuse" under RCW 48.18.550.

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

State: Washington **Filing Company:** Washington Surveying and Rating Bureau
TOI/Sub-TOI: 35.0 Interline Filings/35.0002 Commercial Interline Filings
Product Name: Washington Changes Endorsements
Project Name/Number: CL-2020-OEND1/CL-2020-OEND1

Filing at a Glance

Company: Washington Surveying and Rating Bureau
Product Name: Washington Changes Endorsements
State: Washington
TOI: 35.0 Interline Filings
Sub-TOI: 35.0002 Commercial Interline Filings
Filing Type: Form
Date Submitted: 09/24/2020
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SERFF Status: Closed-Approved
State Tr Num: 397974
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Co Status: Approved
Effective Date: 03/01/2021
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Effective Date: 03/01/2021
Requested (Renewal):
Author(s): Jim Antush
Reviewer(s): Dennis Godwin (primary)
Disposition Date: 09/28/2020
Disposition Status: Approved
Effective Date (New): 03/01/2021
Effective Date (Renewal): 03/01/2021
Destruction Date:

State: Washington **Filing Company:** Washington Surveying and Rating Bureau
TOI/Sub-TOI: 35.0 Interline Filings/35.0002 Commercial Interline Filings
Product Name: Washington Changes Endorsements
Project Name/Number: CL-2020-OEND1/CL-2020-OEND1

General Information

Project Name: CL-2020-OEND1	Status of Filing in Domicile:
Project Number: CL-2020-OEND1	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/28/2020	Company Status Changed: 09/28/2020
State Status Changed: 09/28/2020	Deemer Date:
Created By: Jim Antush	Submitted By: Jim Antush
Corresponding Filing Tracking Number:	

Filing Description:

We are revising various Washington Changes endorsements in response to 2020 Wash. Laws 29 ____ (former H.B. 2473), which, in part, amends "domestic abuse" under RCW 48.18.550

Company and Contact

Filing Contact Information

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 Seattle, WA 98121

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

State: Washington
TOI/Sub-TOI: 35.0 Interline Filings/35.0002 Commercial Interline Filings
Product Name: Washington Changes Endorsements
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Filing Company: Washington Surveying and Rating Bureau

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
1	Approved 09/28/2020	Washington Changes	AG0158	0321	END	Replaced	Previous Filing Number:			AG 01 58 03 21_C.pdf
							Replaced Form Number:	AG 01 58 04 13		
2	Approved 09/28/2020	Washington Changes - Domestic Abuse	BP0473	0321	END	Replaced	Previous Filing Number:			BP 04 73 03 21_C.pdf
							Replaced Form Number:	BP 04 73 01 06		
3	Approved 09/28/2020	Washington Changes - Domestic Abuse - Micro-Businessowners	BP7402	0321	END	Replaced	Previous Filing Number:			BP 74 02 03 21_C.pdf
							Replaced Form Number:	BP 74 02 04 20		
4	Approved 09/28/2020	Washington Changes - Domestic Abuse	CP0160	0321	END	Replaced	Previous Filing Number:			CP 01 60 03 21_C.pdf
							Replaced Form Number:	CP 01 60 12 98		
5	Approved 09/28/2020	Washington Changes - Domestic Abuse	FP0143	0321	END	Replaced	Previous Filing Number:			FP 01 43 03 21_C.pdf
							Replaced Form Number:	FP 01 43 03 05		
6	Approved 09/28/2020	Washington Changes - Domestic Abuse	OP0138	0321	END	Replaced	Previous Filing Number:			OP 01 38 03 21_C.pdf
							Replaced Form Number:	OP 01 38 10 10		

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

A. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

1. This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This insurance;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

2. This condition, however, will not apply to deny an insured's claim for an otherwise Covered Property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:

- a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
- b. Did not cooperate in or contribute to the creation of the loss.

3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The Intentional Loss Exclusion is replaced by the following:

Intentional Loss

1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. This exclusion, however, will not apply to deny an insured's claim for an otherwise Covered Property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:

- a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
- b. Did not cooperate in or contribute to the creation of the loss.

3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

C. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Loss Condition:

If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".

D. As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
2. Sexual assault of one family or household member by another or of one intimate partner by another;
3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or

4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

E. The word "vehicles" as used in this Coverage Part means vehicles running on land or tracks, but not aircraft.

F. In the **Appraisal** Condition, the following statement does not apply:

If there is an appraisal, we will still retain our right to deny a claim.

G. In the Loss Condition – **Duties In The Event Of Loss Or Damage**, the duty to notify the police if a law may have been broken does not apply.

H. The **Mortgageholders** Additional Condition is replaced by the following:

Insurance Commissioner's Regulation No. 335/WAC-284-21-010 requires that Form **372 (Ed. 11-50)** or Form **438 BFU (Ed. 5-42)** be endorsed on this policy to replace the Mortgageholders Additional Condition.

I. The **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this policy unless:

1. There has been full compliance with all of the terms of this policy; and
2. The action is brought within two years after the date on which the direct physical loss or damage occurred.

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

J. Paragraph **a.(4)** of the **Valuation** Loss Condition is replaced by the following:

(4) We will not pay more for loss or damage on a replacement cost basis than the least of Paragraph **(a)**, **(b)** or **(c)**:

(a) The Limit of Insurance applicable to the lost or damaged property;

(b) The amount it would cost to replace the damaged item at the time of the loss with new property of similar kind and quality to be used for the same purpose on the same site; or

(c) The amount you actually spend in repairing the damage, or replacing the damaged property with new property of similar kind and quality.

K. As used in this Coverage Part, the term Volcanic Action is replaced by the following:

Volcanic Action

1. Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Volcanic blast or airborne shock waves; or
- b. Ash, dust or particulate matter.

This endorsement does not provide coverage for damage to:

- (1)** Land;
- (2)** Property in the open or in open sheds; or
- (3)** Portions of buildings not completely enclosed, or personal property contained within those buildings.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

2. Removal

Direct loss includes the cost to:

- a. Remove the ash, dust or particulate matter from the interior and exterior surfaces of the covered building; and
- b. Clean equipment and "stock". If "stock" cannot be returned to its state before the volcanic eruption, the measure of loss will be the reduction in actual cash value.

Payment for removal applies only to the initial deposit of ash, dust or particulate matter following a volcanic eruption. Subsequent deposits arising from the movement of volcanic dust or ash by wind or other means are not covered.

3. The following provision applies only to Paragraph **A.7. Business Income And Extra Expense/Dwelling Loss Of Use:**

The "period of restoration" arising from the need for removal is the time necessary to remove the matter described with reasonable speed from the Covered Property.

4. Volcanic Action does not include loss caused by, resulting from, contributed to or aggravated by:
- a. Fire;
 - b. Explosion;
 - c. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
 - d. Earth movement, including but not limited to earthquake, volcanic eruption, landslide, mine subsidence, lavaflow, mudflow, earth sinking, earth rising or shifting.

L. Exclusion **2.d.** is replaced by the following:

d. Other Types Of Losses

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking, bulging or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision;
- (7) The following Causes of Loss to Business Personal Property and Household Personal Property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature.

This exclusion does not apply to loss or damage to "computers" caused by dampness or dryness of atmosphere or changes in or extremes of temperatures resulting from direct damage from a Covered Cause of Loss to your air conditioning equipment that services your "computers";

- (8) Marring or scratching to Business Personal Property or Household Personal Property;
- (9) Theft of Household Personal Property 1,000 feet or more away from your primary residence at a "covered location".

However, if you are an individual, this exclusion does not apply to the theft of Household Personal Property:

- (a) From a location where you or any "family member", other than a student enrolled full-time, is temporarily residing; or
- (b) From you or any "family member" who is a student enrolled full-time provided the student was residing at a location, other than your primary residence, at any time during the 60 days immediately preceding the loss.

This exclusion also does not apply to the extent that coverage is provided under the following Additional Crime Coverages:

- (a) Employee Theft; or
- (b) Credit Card And Electronic Fund Transfer Cards Or Other Access Devices; Forgery; Counterfeit Currency; or
- (10) Fire, loss or damage sustained by buildings, or contents usual to a tobacco barn, if that loss or damage:
 - (a) Results from the use of open fire for curing or drying tobacco in the barn; and
 - (b) Occurs during, or within the five-day period following, open-fire curing or drying.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(10)** results in a "specified cause of loss", building glass breakage or collapse, as provided in the Additional Coverage, Collapse, we will pay for the loss or damage caused by that "specified cause of loss", building glass breakage or collapse.

M. The following exclusion replaces the **Water** Exclusion in this Coverage Part:

Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows, or other openings; or
5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies if any of the above, in Paragraphs **1.** through **5.**:

- (a) Occurs independently;
- (b) Is caused by an act of nature;
- (c) Is caused by an act or omission of humans or animals; or
- (d) Is attributable to the failure, in whole or in part, of a dam, levee, seawall or other boundary or containment system.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

N. The **Weather Conditions** Exclusion is deleted and the introductory paragraph preceding this exclusion no longer applies to it. The following exclusion replaces the aforementioned exclusion:

Weather Conditions

We will not pay for loss or damage caused by or resulting from any of the following:

1. A weather condition which results in:
 - a. Landslide, mudslide or mudflow;
 - b. Mine subsidence; earth sinking, rising or shifting (other than sinkhole collapse);
 - c. Water, as described in Paragraphs **M.1.** through **M.5.** of this endorsement.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

2. A weather condition which results in the failure of power, communication, water or other utility service supplied to your "covered location", if the failure originates outside of a covered building. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

O. The following is added:

The term actual cash value means:

1. When the damage to property is economically repairable, actual cash value means the cost of repairing the damage, less reasonable deduction for wear and tear, deterioration and obsolescence.
2. When the loss or damage to property creates a total loss, actual cash value means the market value of property in a used condition equal to that of the destroyed property, if reasonably available on the used market.
3. Otherwise, actual cash value means the market value of new, identical or nearly identical property less reasonable deduction for wear and tear, deterioration and obsolescence.

P. In the section titled Exclusions, any introductory paragraph preceding an exclusion or list of exclusions is replaced by the following paragraph, which pertains to application of those exclusions:

We will not pay for loss or damage caused by any of the excluded events described below. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:

1. Directly and solely results in loss or damage; or
2. Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.

Q. The following exclusion replaces the **Earth Movement** Exclusion in this Coverage Part:

Earth Movement

1. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
2. Landslide, including any earth sinking, rising or shifting related to such event;
3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
4. Earth sinking (other than sinkhole collapse), rising or shifting, including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs 1. through 4. above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;

5. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

This exclusion applies if any of the above, in Paragraphs 1. through 5.:

- (a) Occurs independently;
- (b) Is caused by an act of nature; or
- (c) Is caused by an act or omission of humans or animals.

This exclusion does not apply to "accounts receivable", "computers", property on exhibition, "fine arts", "mobile equipment", property in transit, salespersons' samples or "valuable papers and records".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in **Section I – Property**:
1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.
 2. However, this exclusion or any other policy provision (including Paragraph **C. Concealment, Misrepresentation Or Fraud** in **Section III – Common Policy Conditions**) will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B.** The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions**:
- If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".
- C.** As used in this endorsement, "domestic abuse" means:
1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
 2. Sexual assault of one family or household member by another or of one intimate partner by another;
 3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
 4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.
- Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE – MICRO-BUSINESSOWNERS

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM

- A.** The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in **Section I – Property**:
1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.
 2. However, this exclusion or any other policy provision (including Paragraph **C. Concealment, Misrepresentation Or Fraud** in **Section III – Common Policy Conditions**) will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the Policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to another party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B.** The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions**:
- If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".
- C.** As used in this endorsement, "domestic abuse" means:
1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
 2. Sexual assault of one family or household member by another or of one intimate partner by another;
 3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
 4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.
- Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:
- 1.** We will not pay for loss or damage arising out of any act committed:
 - a.** By or at the direction of any insured; and
 - b.** With the intent to cause a loss.
 - 2.** However, this exclusion or the Concealment, Misrepresentation Or Fraud Condition will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a.** Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b.** Did not cooperate in or contribute to the creation of the loss.
 - 3.** If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B.** The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Commercial Property Condition:
- If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".
- C.** As used in this endorsement, "domestic abuse" means:
- 1.** Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
 - 2.** Sexual assault of one family or household member by another, or of one intimate partner by another;
 - 3.** Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
 - 4.** Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.
- Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM – FARM PROPERTY
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,
DEFINITIONS
LIVESTOCK COVERAGE FORM
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

- A. The Concealment, Misrepresentation Or Fraud** General Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:
- CONCEALMENT, MISREPRESENTATION OR FRAUD**
- a. This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:
 - (1) This insurance;
 - (2) The Covered Property;
 - (3) Your interest in the Covered Property; or
 - (4) A claim under this insurance.
 - b. This condition, however, will not apply to deny an "insured's" claim for an otherwise covered property loss ("loss") if such loss ("loss") is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:
 - (1) Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - (2) Did not cooperate in or contribute to the creation of the loss ("loss").
 - c. If we pay a claim pursuant to Paragraph **b.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B. The Intentional Loss** Exclusion in the Causes Of Loss Form – Farm Property, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:
- INTENTIONAL LOSS**
- a. We will not pay for loss ("loss") or damage arising out of any act committed or conspired to be committed by or at the direction of an "insured" with the intent to cause a loss ("loss").

In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").
 - b. This exclusion, however, will not apply to deny an "insured's" claim for an otherwise covered property loss ("loss") if such loss ("loss") is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:
 - (1) Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - (2) Did not cooperate in or contribute to the creation of the loss ("loss").
 - c. If we pay a claim pursuant to Paragraph **b.**, our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

C. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form:

If we pay an "insured", who is a victim of "domestic abuse", for a loss ("loss") caused by an act of "domestic abuse", the rights of that "insured" to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That "insured" may not waive such rights to recover against the perpetrator of the "domestic abuse".

D. As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;

2. Sexual assault of one family or household member by another or of one intimate partner by another;
3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

- A. The **Intentional Loss** Exclusion is replaced by the following:**
1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.
 2. This exclusion, however, will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:**
- Concealment, Misrepresentation Or Fraud**
1. This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this insurance.
 2. This condition, however, will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- C. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Capital Assets Program Coverage Form Condition:**
- If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".

D. As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
2. Sexual assault of one family or household member by another or of one intimate partner by another;
3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or

4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

Washington Commercial Lines Endorsements Revised

Applicable Lines of Business

This filing applies to the following lines of business:

- ◆ Agricultural Capital Assets (Output Policy)
- ◆ Businessowners
- ◆ Capital Assets Program (Output Policy)
- ◆ Commercial Fire and Allied Lines
- ◆ Farm

About This Filing

We are revising various Washington Changes endorsements in response to 2020 Wash. Laws 29 ____ (former H.B. 2473).

Revised Forms

We are revising the following forms:

- ◆ AG 01 58 04 13 Washington Changes
- ◆ BP 04 73 01 06 Washington Changes – Domestic Abuse
- ◆ BP 74 02 04 20 Washington Changes – Domestic Abuse – Micro-Businessowners
- ◆ CP 01 60 12 98 Washington Changes – Domestic Abuse
- ◆ FP 01 43 03 05 Washington Changes – Domestic Abuse
- ◆ OP 01 38 10 10 Washington Changes – Domestic Abuse

We have used a format of ~~striking through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes from the above-referenced editions to the 03 21 editions. Concurrent with implementation, the 03 21 editions will supersede the prior editions.

Background

2020 Wash. Laws 29 ____ (former H.B. 2473), effective March 18, 2020, in part, amends "domestic abuse" under RCW 48.18.550 as follows:

(a) "Domestic abuse" means: (i) Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault between family or household members or intimate partners; (ii) sexual assault of one family or household member by another or of one intimate partner by another; (iii) stalking as defined in RCW 9A.46.110 of one family or household member by another (~~family or household member~~) or of one intimate partner by another; or (iv) intentionally, knowingly, or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner".

(b) "Family or household member" has the same meaning as in RCW 26.50.010.

(c) "Intimate partner" has the same meaning as in RCW 26.50.010.

(Emphasis supplied)

Explanation of Changes

In response to 2020 Wash. Laws 29 ____ (former H.B. 2473), we are revising various Washington Changes endorsements to track the revisions to RCW 48.18.550 under Transfer Of Rights Of Recovery Against Others To Us conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

AGRICULTURAL CAPITAL ASSETS (OUTPUT POLICY) COVERAGE PART

A. The Concealment, Misrepresentation Or Fraud Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

1. This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this insurance.
2. This condition, however, will not apply to deny an insured's claim for an otherwise Covered Property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The Intentional Loss Exclusion is replaced by the following:

Intentional Loss

1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.

2. This exclusion, however, will not apply to deny an insured's claim for an otherwise Covered Property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:

- a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
- b. Did not cooperate in or contribute to the creation of the loss.

3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

C. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Loss Condition:

If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".

D. As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
2. Sexual assault of one family or household member by another or of one intimate partner by another;
3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or

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4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

E. The word "vehicles" as used in this Coverage Part means vehicles running on land or tracks, but not aircraft.

F. In the **Appraisal** Condition, the following statement does not apply:

If there is an appraisal, we will still retain our right to deny a claim.

G. In the Loss Condition – **Duties In The Event Of Loss Or Damage**, the duty to notify the police if a law may have been broken does not apply.

H. The **Mortgageholders** Additional Condition is replaced by the following:

Insurance Commissioner's Regulation No. 335/WAC-284-21-010 requires that Form **372 (Ed. 11-50)** or Form **438 BFU (Ed. 5-42)** be endorsed on this policy to replace the Mortgageholders Additional Condition.

I. The **Legal Action Against Us** Condition is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this policy unless:

1. There has been full compliance with all of the terms of this policy; and
2. The action is brought within two years after the date on which the direct physical loss or damage occurred.

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

J. Paragraph **a.(4)** of the **Valuation** Loss Condition is replaced by the following:

(4) We will not pay more for loss or damage on a replacement cost basis than the least of Paragraph **(a)**, **(b)** or **(c)**:

(a) The Limit of Insurance applicable to the lost or damaged property;

(b) The amount it would cost to replace the damaged item at the time of the loss with new property of similar kind and quality to be used for the same purpose on the same site; or

(c) The amount you actually spend in repairing the damage, or replacing the damaged property with new property of similar kind and quality.

K. As used in this Coverage Part, the term Volcanic Action is replaced by the following:

Volcanic Action

1. Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- a. Volcanic blast or airborne shock waves; or
- b. Ash, dust or particulate matter.

This endorsement does not provide coverage for damage to:

- (1)** Land;
- (2)** Property in the open or in open sheds; or
- (3)** Portions of buildings not completely enclosed, or personal property contained within those buildings.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

2. Removal

Direct loss includes the cost to:

- a. Remove the ash, dust or particulate matter from the interior and exterior surfaces of the covered building; and
- b. Clean equipment and "stock". If "stock" cannot be returned to its state before the volcanic eruption, the measure of loss will be the reduction in actual cash value.

Payment for removal applies only to the initial deposit of ash, dust or particulate matter following a volcanic eruption. Subsequent deposits arising from the movement of volcanic dust or ash by wind or other means are not covered.

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3. The following provision applies only to Paragraph A.7. **Business Income And Extra Expense/Dwelling Loss Of Use:**

The "period of restoration" arising from the need for removal is the time necessary to remove the matter described with reasonable speed from the Covered Property.

4. Volcanic Action does not include loss caused by, resulting from, contributed to or aggravated by:

- a. Fire;
- b. Explosion;
- c. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or
- d. Earth movement, including but not limited to earthquake, volcanic eruption, landslide, mine subsidence, lavaflow, mudflow, earth sinking, earth rising or shifting.

L. Exclusion 2.d. is replaced by the following:

d. Other Types Of Losses

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking, bulging or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals;
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision;
- (7) The following Causes of Loss to Business Personal Property and Household Personal Property:
 - (a) Dampness or dryness of atmosphere;
 - (b) Changes in or extremes of temperature.

This exclusion does not apply to loss or damage to "computers" caused by dampness or dryness of atmosphere or changes in or extremes of temperatures resulting from direct damage from a Covered Cause of Loss to your air conditioning equipment that services your "computers";

(8) Marring or scratching to Business Personal Property or Household Personal Property;

(9) Theft of Household Personal Property 1,000 feet or more away from your primary residence at a "covered location".

However, if you are an individual, this exclusion does not apply to the theft of Household Personal Property:

(a) From a location where you or any "family member", other than a student enrolled full-time, is temporarily residing; or

(b) From you or any "family member" who is a student enrolled full-time provided the student was residing at a location, other than your primary residence, at any time during the 60 days immediately preceding the loss.

This exclusion also does not apply to the extent that coverage is provided under the following Additional Crime Coverages:

- (a) Employee Theft; or
- (b) Credit Card And Electronic Fund Transfer Cards Or Other Access Devices; Forgery; Counterfeit Currency; or

(10) Fire, loss or damage sustained by buildings, or contents usual to a tobacco barn, if that loss or damage:

(a) Results from the use of open fire for curing or drying tobacco in the barn; and

(b) Occurs during, or within the five-day period following, open-fire curing or drying.

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But if an excluded cause of loss that is listed in **2.d.(1)** through **(10)** results in a "specified cause of loss", building glass breakage or collapse, as provided in the Additional Coverage, Collapse, we will pay for the loss or damage caused by that "specified cause of loss", building glass breakage or collapse.

M. The following exclusion replaces the **Water** Exclusion in this Coverage Part:

Water

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows, or other openings; or
5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **1.**, **3.** or **4.**, or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies if any of the above, in Paragraphs **1.** through **5.**:

- (a) Occurs independently;
- (b) Is caused by an act of nature;
- (c) Is caused by an act or omission of humans or animals; or
- (d) Is attributable to the failure, in whole or in part, of a dam, levee, seawall or other boundary or containment system.

But if any of the above, in Paragraphs **1.** through **5.**, results in fire, explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

N. The **Weather Conditions** Exclusion is deleted and the introductory paragraph preceding this exclusion no longer applies to it. The following exclusion replaces the aforementioned exclusion:

Weather Conditions

We will not pay for loss or damage caused by or resulting from any of the following:

1. A weather condition which results in:
 - a. Landslide, mudslide or mudflow;
 - b. Mine subsidence; earth sinking, rising or shifting (other than sinkhole collapse);
 - c. Water, as described in Paragraphs **M.1.** through **M.5.** of this endorsement.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

2. A weather condition which results in the failure of power, communication, water or other utility service supplied to your "covered location", if the failure originates outside of a covered building. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

O. The following is added:

The term actual cash value means:

1. When the damage to property is economically repairable, actual cash value means the cost of repairing the damage, less reasonable deduction for wear and tear, deterioration and obsolescence.
2. When the loss or damage to property creates a total loss, actual cash value means the market value of property in a used condition equal to that of the destroyed property, if reasonably available on the used market.
3. Otherwise, actual cash value means the market value of new, identical or nearly identical property less reasonable deduction for wear and tear, deterioration and obsolescence.

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P. In the section titled Exclusions, any introductory paragraph preceding an exclusion or list of exclusions is replaced by the following paragraph, which pertains to application of those exclusions:

We will not pay for loss or damage caused by any of the excluded events described below. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:

- 1. Directly and solely results in loss or damage; or
- 2. Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.

Q. The following exclusion replaces the **Earth Movement** Exclusion in this Coverage Part:

Earth Movement

- 1. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- 2. Landslide, including any earth sinking, rising or shifting related to such event;
- 3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- 4. Earth sinking (other than sinkhole collapse), rising or shifting, including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs 1. through 4. above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;

5. Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

This exclusion applies if any of the above, in Paragraphs 1. through 5.:

- (a) Occurs independently;
- (b) Is caused by an act of nature; or
- (c) Is caused by an act or omission of humans or animals.

This exclusion does not apply to "accounts receivable", "computers", property on exhibition, "fine arts", "mobile equipment", property in transit, salespersons' samples or "valuable papers and records".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in **Section I – Property**:
 - 1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.
 - 2. However, this exclusion or any other policy provision (including Paragraph **C. Concealment, Misrepresentation Or Fraud** in **Section III – Common Policy Conditions**) will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 - 3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

- B. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions**:

If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".
- C. As used in this endorsement, "domestic abuse" means:
 - 1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
 - 2. Sexual assault of one family or household member by another or of one intimate partner by another;
 - 3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
 - 4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WASHINGTON CHANGES – DOMESTIC ABUSE –
MICRO-BUSINESSOWNERS**

This endorsement modifies insurance provided under the following:

MICRO-BUSINESSOWNERS COVERAGE FORM

- A. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in **Section I – Property**:
 - 1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.
 - 2. However, this exclusion or any other policy provision (including Paragraph **C. Concealment, Misrepresentation Or Fraud** in **Section III – Common Policy Conditions**) will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the Policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 - 3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to another party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

- B. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions**:

If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".
- C. As used in this endorsement, "domestic abuse" means:
 - 1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
 - 2. Sexual assault of one family or household member by another or of one intimate partner by another;
 - 3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
 - 4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The following exclusion and related provisions are added to Paragraph **B.2. Exclusions** in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:
- 1.** We will not pay for loss or damage arising out of any act committed:
 - a.** By or at the direction of any insured; and
 - b.** With the intent to cause a loss.
 - 2.** However, this exclusion or the Concealment, Misrepresentation Or Fraud Condition will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a.** Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b.** Did not cooperate in or contribute to the creation of the loss.
 - 3.** If we pay a claim pursuant to Paragraph **A.2.**, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B.** The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Commercial Property Condition:
- If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".
- C.** As used in this endorsement, "domestic abuse" means:
- 1.** Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;
 - 2.** Sexual assault of one family or household member by another, or of one intimate partner by another;
 - 3.** Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
 - 4.** Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.
- Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM – FARM PROPERTY
FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL COVERAGES, CONDITIONS,
DEFINITIONS
LIVESTOCK COVERAGE FORM
MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

A. The Concealment, Misrepresentation Or Fraud General Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

- a. This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:
 - (1) This insurance;
 - (2) The Covered Property;
 - (3) Your interest in the Covered Property; or
 - (4) A claim under this insurance.
- b. This condition, however, will not apply to deny an "insured's" claim for an otherwise covered property loss ("loss") if such loss ("loss") is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:
 - (1) Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - (2) Did not cooperate in or contribute to the creation of the loss ("loss").
- c. If we pay a claim pursuant to Paragraph b., our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The Intentional Loss Exclusion in the Causes Of Loss Form – Farm Property, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form is replaced by the following:

INTENTIONAL LOSS

- a. We will not pay for loss ("loss") or damage arising out of any act committed or conspired to be committed by or at the direction of an "insured" with the intent to cause a loss ("loss").

In the event of such loss ("loss"), no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss ("loss").
- b. This exclusion, however, will not apply to deny an "insured's" claim for an otherwise covered property loss ("loss") if such loss ("loss") is caused by an act of "domestic abuse" by another "insured" under the policy, and the "insured" making claim:
 - (1) Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - (2) Did not cooperate in or contribute to the creation of the loss ("loss").
- c. If we pay a claim pursuant to Paragraph b., our payment to the "insured" is limited to that "insured's" insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

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C. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, Mobile Agricultural Machinery And Equipment Coverage Form and Livestock Coverage Form:

If we pay an "insured", who is a victim of "domestic abuse", for a loss ("loss") caused by an act of "domestic abuse", the rights of that "insured" to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That "insured" may not waive such rights to recover against the perpetrator of the "domestic abuse".

D. As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;

2. Sexual assault of one family or household member by another or of one intimate partner by another;
3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another or of one intimate partner by another; or
4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DOMESTIC ABUSE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

- A. The **Intentional Loss** Exclusion is replaced by the following:**
1. We will not pay for loss or damage arising out of any act committed or conspired to be committed by or at the direction of an insured with the intent to cause a loss.

In the event of such loss, no insured is entitled to coverage, even insureds who did not commit or conspire to commit the act causing the loss.
 2. This exclusion, however, will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- B. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:**
- Concealment, Misrepresentation Or Fraud**
1. This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceals or misrepresents a material fact concerning:
 - a. This insurance;
 - b. The Covered Property;
 - c. Your interest in the Covered Property; or
 - d. A claim under this insurance.
 2. This condition, however, will not apply to deny an insured's claim for an otherwise covered property loss if such loss is caused by an act of "domestic abuse" by another insured under the policy, and the insured making claim:
 - a. Files a police report and cooperates with any law enforcement investigation relating to the act of "domestic abuse"; and
 - b. Did not cooperate in or contribute to the creation of the loss.
 3. If we pay a claim pursuant to Paragraph 2., our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- C. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Capital Assets Program Coverage Form Condition:**
- If we pay an insured, who is a victim of "domestic abuse", for a loss caused by an act of "domestic abuse", the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse".
- D. As used in this endorsement, "domestic abuse" means:**
1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members or intimate partners;

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2. Sexual assault of one family or household member by another or of one intimate partner by another;
3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another ~~family or household member~~ or of one intimate partner by another; or

4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member or of another intimate partner.

Family or household member and intimate partner have the same meanings as in RCW 26.50.010.

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