

## OIC Rules Coordinator

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**From:** Amy Jones <amy@hlg.lawyer>  
**Sent:** Tuesday, August 5, 2025 9:52 AM  
**To:** OIC Rules Coordinator  
**Subject:** R2025-05 First Prepublication draft comment

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### External Email

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Greetings:

I SUPPORT the proposed changes which:

- Requires insurers communicate better and more promptly with 1st and 3rd party claimants.
- Clarifies and updates WAC regulations and definitions which were unclear and, as a result, were ineffective and often ignored by insurers.
- Grants insurance customers access to their claim files.
- Prohibits insurers from providing false information to reporting agencies, thereby making it harder for customers to get insurance.
- Prohibits insurers from deciding claims based only on a database and without doing an investigation.
- Prohibits insurers from unfairly rejecting mitigation costs in emergency situations after real property damage.
- Harmonizes the WAC language with Washington case law, which has established that a single violation of the WAC insurance regulations is an unfair practice that may constitute a violation of the Consumer Protection Act or bad faith.
- Prohibits insurers from unfairly interfering with insurance appraisals.
- Allows insurance customers to demand in-person inspections of vehicle damage if photos are insufficient.
- Adds more regulations on how insurers evaluate vehicle damage and communicate during that process.

Over the past years I have had multiple issues with property damage claim adjusters delaying and improperly denying coverage for repairs leading to additional storage fees for my client. I even had one third-party insurer that waited over a year to reimburse my client for out-of-pocket property damage expenses intentionally keeping the money for the insurance company's benefit despite acknowledging it was owed to the insured.

Another issue has been insurance companies taking advantage of the Schiff v. Liberty case and reducing PIP payments to medical providers without providing any proof or basis of the reduction being accurate for the geographical area. This leaves the consumer with the bill as the medical provider is allowed to balance bill as there is no fee schedule reduction and if the consumer has health insurance, the health insurance will not pay the balance because PIP is not exhausted. As a result, the consumer is stuck with a "surprise" medical bill for which they understood that they would have coverage for through their PIP policy.

It is important to protect consumers from unfair insurance practices that allow insurers to continue to be paid premiums for insurance coverage that they do not provide in full.

Thank you for your consideration.

Sincerely,



Amy E. Jones

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