

OIC Rules Coordinator

From: John Murphy <murphyjplaw@gmail.com>
Sent: Friday, August 8, 2025 11:21 AM
To: OIC Rules Coordinator
Subject: R2025-05 First Republication draft comment

External Email

I strongly support the changes to the WAC insurance code.

I've recently experienced an unpleasant, expensive and disappointing encounter with Safeco Insurance.

This was a first party insurance situation involving a high-end rental in the Montlake area of Seattle near the UW campus.

A leak developed in a shower valve. The shower valve was covered by tile and wall board.

We had the leak diagnosed and repaired in less than 14 days, including weekends, in spite of the leak developing right at the beginning of the 3 day Memorial Day weekend.

The adjuster for Safeco was, in hindsight, always intending to deny the claim for property damage.

In order to deny the claim, Safeco found that the time for discovering and repairing the leak included the time, in the Safeco adjuster's opinion, the leak started but couldn't be detected with the naked eye due to the shower valve being covered by tile and wall board.

In other words, we should have been clairvoyant and intuitively known when the shower valve would start leaking and preemptively torn the tile and wall board out so that Safeco would never be inconvenienced by having a claim for damages made under the policy.

Following that logic, why incur the cost of insurance at all?,

Just preemptively anticipate everything that could go wrong and replace it before it does break or fail.

Safeco required that we provide the names and contact information for everyone, tenants, plumber etc.

Nobody from Safeco ever contacted any of the witness. No investigation.

A Safeco person from Florida called the mitigation company that we were referred to by the plumbing company.

The Safeco person in Florida told the mitigation people that they were charging too much, Safeco wouldn't agree to pay for the work and damaged our working relationship with the mitigation company.

Why someone from Safeco located in Florida got involved in the claim at all is puzzling.

Safeco never intended to accept responsibility for the claim or pay for any of the mitigation work.

Why piss off the mitigation company when the insurance company never intended to pay a dime on the claim?

We have paid the mitigation company for its work out of our own pocket.

Thank you so much for amending the rules that govern insurance companies treatment of its insureds to hopefully level the playing field even if only just a little.

Sincerely,

John Patrick Murphy