

## OIC Rules Coordinator

---

**From:** Travis Lindsey <travis@lindseypllc.com>  
**Sent:** Tuesday, August 5, 2025 5:59 PM  
**To:** OIC Rules Coordinator  
**Subject:** R2025-05 First Prepublication draft comment  
**Attachments:** Screenshot of SF Appraisal Clause.jpg

---

### External Email

---

Another issue facing Washington policyholders (and policyholders in other states as well) are carriers adding language to their Policy forms that make entering into appraisal much more difficult and place requirements on an insured and its advocate team that do not exist in the Standard Fire Policy appraisal provision. A great example is State Farm's current appraisal provision that is 2-3 pages long versus the Standard Fire Policy appraisal clause that is 2-3 paragraphs long. State Farm's appraisal clause (and others like it) with pages of conditions and prerequisites, appear to violate WAC 284-20-010, being much less favorable, burdensome, and onerous to insureds.

#### 1943 New York Standard Fire Policy

**Appraisal.** In case the insured and this Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a **competent** and **disinterested** appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a **competent** and **disinterested** umpire; and failing for fifteen days to agree upon such umpire, then on request of the insured or this company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this company **shall determine the amount of actual cash value and loss.**

Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

State Farm's appraisal provision Screenshot attached.

Another amendment might be along the lines of:

"An insurer's submission and use of policy forms in the State of Washington that are in violation of WAC 284-20-010, in that they are less favorable to, more burdensome on, and apply onerous restrictions or preconditions upon an insured, in comparison to the provisions of the Standard Fire Policy, is hereby defined as an unfair method of competition and unfair or deceptive act or practice of the insurer in the business of insurance."

Thank you.

Travis



**Travis R. Lindsey**  
Attorney at Law

travis@lindseypllc.com  
o: 855.472.6525 x700  
c: 303.472.6525  
f: 888.938.1717

15501 N. Adeline Ln.  
Spokane, WA 99208

Licensed in CO, MT, TX, WA, ID

Unless explicitly and conspicuously designated as "E-Contract Intended," this e-mail does not constitute a contract offer, a contract amendment, or an acceptance of a contract offer. Nothing in this message should be construed as a digital or electronic signature.

**CONFIDENTIALITY NOTICE:** This e-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521. The information contained in this e-mail communication and any attached documentation may be privileged, confidential or otherwise protected from disclosure and is intended only for the use of the designated recipient(s). It is not intended for transmission to, or receipt by, any unauthorized person. The use, distribution, transmittal or re-transmittal by an unintended recipient of this communication is strictly prohibited without the sender's express approval in writing or by e-mail. If you are not the intended recipient of this e-mail, please delete it from your system without copying it or any attachments and notify the above sender so the e-mail address may be corrected. Receipt by anyone other than the intended recipient is not a waiver of any attorney-client or work-product privilege. If you have received this e-mail in error, please contact me at [travis@lindseypllc.com](mailto:travis@lindseypllc.com).

4. **Appraisal.** If you and we fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only you or we may demand appraisal. A demand for appraisal must be in writing. You must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.
- a. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal.
- b. The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party, and jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.
- The written report of agreement will set the amount of the loss of each item in dispute and will be binding upon you and us.
- c. If the two appraisers fail to agree upon the amount of the loss within 30 days, unless the period of time is extended by mutual agreement, they will select a competent, disinterested umpire and will submit their differences to the umpire. If the appraisers are unable to agree upon an umpire within 15 days:
- (1) you or we may make a written application for a judge of a court of record in the same state and county (or city if the city is not within a county) where the **residence premises** is located to select an umpire;
- (2) the party requesting the selection described in item c.(1) must provide the other party:
- (a) written notice of the intent to file, identifying the specific location and identity of the court at least 10 days prior to submission of the written application; and
- (b) a copy of the written application; and

- (3) a written report of agreement, as required in item b., signed by any two (appraisers or appraiser and umpire) will set the amount of the loss of each item in dispute and will be binding upon you and us. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.
- d. To qualify as an appraiser or umpire for a loss to property described in **COVERAGE A – DWELLING**, a person must be one of the following and be licensed or certified as required by the applicable jurisdiction:
- (1) an engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;
- (2) an adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or
- (3) a contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.
- e. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer:
- (1) has performed services for either party with respect to the claim at issue in the appraisal; or
- (2) has a financial interest in the outcome of the claim at issue in the appraisal.
- f. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable compensation of the umpire will be paid equally by you and us.
- g. You and we do not waive any rights by demanding or submitting to an appraisal.

- h. Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:
- (1) any other questions of fact;
- (2) questions of law;
- (3) questions of coverage;
- (4) other contractual issues; or
- (5) to conduct appraisal on a class-wide basis.
- i. Appraisal is a non-judicial proceeding and does not provide for or require arbitration. Neither party will be awarded attorney fees. The appraisal award may not be entered as a judgment in a court.
- j. A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.