

LINE OF BUSINESS: Homeowners

Code: 4.0000

LINE(S) OF INSURANCE

<u>Condos</u>	<u>4.0001</u>
<u>Mobile Homes</u>	<u>4.0002</u>
<u>Owner Occupied</u>	<u>4.0003</u>
<u>Tenants</u>	<u>4.0004</u>
<u>Other</u>	<u>4.0005</u>

IF CHECKLIST IS NOT APPLICABLE, PLEASE EXPLAIN:

Updated 9/11/2018

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS
GENERAL REQUIREMENTS FOR ALL FILINGS	W.S. 26-15-110 & Regulation-Chapter 11	Prior approval required. A filing can only be made by the insurance company themselves or a registered advisory organization. No form is considered filed in accordance with law by a reference to some other approved form of another insurer (no "me-too" filings) or an advisory organization. All form filings must be complete in and of themselves.
COPIES, RETURN ENVELOPES, ETC.	Wyoming Uniform Filing Procedure	Paper Filings must be sent in duplicate and have a self-addressed, postage paid return envelope.
COVER LETTER	Wyoming Uniform Filing Procedure	Paper Filings must contain the company's name, address, NAIC number, company phone number and contain the name of the individual responsible for the preparation of the filing. All Filings must contain a separate itemized listing of each policy form and endorsement including form number. Filings must also contain a certification of compliance signed by an officer of the company, attorney or actuary.
EFFECTIVE DATE WORDING	W.S. 26-15-110 (b)	Any filing shall be made not less than forty-five (45) days in advance of any delivery. At the expiration of forty-five (45) days the form filed is approved unless affirmatively approved or disapproved by the commissioner's order. Approval of any form by the commissioner constitutes a waiver of any unexpired portion of the waiting period. Upon Approval effective dates are acceptable.
NAIC#	Wyoming Uniform Filing Procedure	All Filings shall contain the NAIC number.
THIRD PARTY FILERS AUTHORITY	Regulation-Chapter 11 W.S. 26-15-110	A letter of authorization from the Company on whose behalf the forms are being filed must be attached. It is our understanding that is a requirement of SERFF that a 3 rd Party Filer account be used for these filings. 3 rd Party Filings are accepted with proper authorization. 3 rd party filing is not defined in our statutes but is identified as the administrative filing of forms. A 3 rd party filer would not prepare or consult on these forms which are identified in our statutes as activities of an advisory organization. W.S. 26-15-110 and Regulation Chapter 11 outline statutory filing requirements. Additionally 26-14-103 defines advisory organization and 26-14-109 outlines their authority.

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FORMS—POLICY PROVISIONS		
AMBIGUOUS & MISLEADING	W.S. 26-15-111	Provides for disapproval of any forms containing any inconsistent, ambiguous or misleading clauses, or exceptions and conditions which deceptively affect the risk purported to be assumed in the general coverage of the contract;
APPLICATIONS	W.S. 26-15-110	If written application is required and made part of the policy; the form shall not be delivered without prior approval.
APPRAISALS	Policy Language	Standard policy language would govern.
ARBITRATION	Wyo. Constitution Article 19, Section 8	<p>"The legislature may provide by law for the voluntary submission of differences to arbitrators for determination and said arbitrators shall have such powers and duties as may be prescribed by law; but they shall have no power to render judgment to be obligatory on parties; unless they voluntarily submit their matters of difference and agree to abide the judgment of such arbitrators."</p> <p>In is the Department's Policy that in no instance shall any insurance coverage circulated within the State of Wyoming contain a mandatory arbitration clause by which the insured is required to arbitrate an insurance claim in the event of disagreement with the insurer, nor shall any such clause require that the results of arbitration are binding on the parties without the right of appeal unless the parties themselves agree to be so bound by a separate agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.</p>
BANKRUPTCY PROVISIONS	Policy Language	Bankruptcy does not affect an existing claim or policy condition.
CANCELLATION & NON-RENEWAL	Chapter 35	
Calculation of Unearned/Return Premium	W.S. 26-35-102	Any insurer who cancels a policy of insurance in accordance with this chapter shall, prior to cancellation, refund any unearned premium to the policyholder.
Notice of Cancellation	W.S. 26-35-202	Cancellation shall not be effective unless written notice stating the precise reason for cancellation has been made as provided in W.S. 26-35-101: Not less than ten (10) days prior to the proposed effective date of cancellation if cancellation is for failure to pay premiums; or (ii) Not less than forty-five (45) days prior to the proposed effective date of cancellation in all other cases except misstatement. The department requests that the insurer give at least thirty (30) days notice for policies less than sixty (60) days old.
Notice of Non-renewal	W.S. 26-35-203	No insurance policy shall be nonrenewed by an insurer except in accordance with the provisions of this section and any nonrenewal attempted which is not in compliance with this section is ineffective. A policy may be nonrenewed by the insurer at its expiration or anniversary date by giving written notice of nonrenewal as provided in W.S. § 26-35-101, not less than forty-five (45) days prior to the expiration or anniversary date of the policy. Any notice of nonrenewal under this section shall state the precise reason for nonrenewal. There shall be no liability on the part of an insurer for stated reasons of nonrenewal given in good faith pursuant to this article.

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Permissible Reasons for Cancellation	W.S. 26-35-202	An insurance policy or renewal shall not be canceled by an insurer prior to the expiration of the term stated in the policy, except for any one of the following reasons: (i) Failure to pay a premium when due; (ii) Material misrepresentation of fact which if known to the company would have caused the company not to issue the policy; (iii) Substantial change in the risk assumed, except that to the extent that the insurer should reasonably have foreseen the change or contemplated the risk in writing the policy; or (iv) Substantial breaches of contractual duties, conditions or warranties.
Non-permissible reasons for Cancellation or Nonrenewal	W.S. 26-23-107	No homeowner's insurance policy shall be denied renewal as a result of a single claim within a three (3) year period arising from natural causes. No homeowner's insurance policy shall be cancelled during its term as a result of any claim arising from natural causes.
Restrictions on cancellation, nonrenewal or renewal with higher premium	W.S. 26-23-108	No insurer shall cancel, refuse to renew or offer to renew at a higher premium a homeowner's insurance policy based in any manner upon the claims history of a named insured unless the claims history excludes customer inquiries. Customer inquiries are defined as telephone calls or other requests for information made by the named insured or a person who would be a named insured under the policy, that reference the terms, conditions or coverage afforded under an insurance contract and do not result in claims being filed or paid.
Renewal at higher rates	W.S. 26-35-204	<p>If an insurer intends to renew a policy, but on less favorable terms or at higher rates, the insurer shall furnish to the insured and the agent of record, if any, renewal terms and a statement of the amount of premium due for the renewal policy period in accordance with this section.</p> <p>The renewal terms and statement of premium due shall be given pursuant to W.S. 26-35-101 not less than forty-five (45) days prior to the expiration or anniversary date of the original policy.</p> <p>If the insurer fails to furnish the renewal terms and statement of premium due in the manner required by this section, the insured may elect to cancel the renewal policy within the forty-five (45) day period following receipt of the renewal terms and statement of premium due. Earned premium for any period of coverage shall be calculated pro rata based upon the premium applicable to the original policy and not the premium applicable to the renewal policy.</p>
Return Premium	W.S. 26-35-102	Any insurer who cancels a policy of insurance in accordance with this chapter shall, prior to cancellation, refund any unearned premium to the policyholder.
Return Premium cont.	W.S. 26-23-103	If the insured property is totally destroyed and the total amount of loss is less than the total amount insured thereon as to the hazard causing the loss, the insurer shall return to the insured at the time of payment of the loss the amount of premiums paid under the policy then in force for the excess of insurance over the fair value of the property at the time of the loss. This section does not apply to insurance of replacement value.
Support Organization (use of)	W.S. 26-23-106	This section shall apply if an insurer uses for underwriting purposes for insurance policies information from a report provided by, or database maintained by, an insurance support organization, or consumer reporting agency, related to the premises that is the subject of the application or to the person applying for insurance. Failure of the insurer, within forty-five (45) calendar days of issuing a binder, to act upon the information referenced in this section precludes the insurer from declining insurance coverage or terminating a binder of insurance coverage based on the information. Notwithstanding any other law, an insurer may decline or terminate insurance coverage based on the condition of the premises as determined through a physical inspection of the premises. This section applies only to homeowner's insurance and does not apply to a policy renewal.

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Unfair Discrimination	Regulation-Chapter 33	The following are hereby identified as acts or practices which constitute unfair discrimination between individuals or risks of the same class and essentially the same hazard: (a) Refusing to issue, refusing to renew, cancelling, mandating increased deductibles or limiting the amount of insurance coverage on a property or casualty risk, by whatever means direct or indirect, because of the geographic location of the risk, unless: (i) The refusal, cancellation, increased deductible or limitation is for a business purpose which is not a mere pretext for unfair discrimination, or (ii) The refusal, cancellation, increased deductible or limitation is required by law or regulatory mandate. (b) Refusing to issue, refusing to renew, cancelling, mandating increased deductibles or limiting the amount of insurance coverage on a residential property risk, or the personal property contained therein, by whatever means direct or indirect, because of the age of the residential property, unless: (i) The refusal, cancellation, increased deductible or limitation is for a business purpose which is not a mere pretext for unfair discrimination, or (ii) The refusal, cancellation, increased deductible or limitation is required by law or regulatory mandate.
CERTIFICATIONS	<u>Dept Memo: Certificates of Insurance</u>	Clarifies the authorized use and requirements of Certificates of Insurance and outlines specific language requirements.
CONSUMER INFORMATION	Regulation-Chapter 54 Regulation-Chapter 55	Wyoming Regulation Chapter 54 governs the treatment of Consumers' nonpublic personal health information and nonpublic personal financial information. Wyoming Regulation Chapter 55 outlines the standards to safeguard and protect Consumer Information.
Credit Scoring Notice	W.S. 26-2-134	The commissioner is authorized to adopt rules as necessary to govern the practices of all persons licensed under this code with respect to the use of credit scoring in the underwriting of personal lines, motor vehicles and homeowner policies. The rules shall provide: (i) That a person's credit history or scoring shall not be the sole basis to cancel, deny or non-renew an insurance policy. An insurer may use credit history only in combination with other valid underwriting factors independent of credit history or score; (ii) That an insurer shall provide notice to the person when credit scoring is being used to underwrite a policy and when use of credit scoring is adverse to the person; (iii) That the consumer is adequately protected against unfair discrimination in the use of credit scoring to underwrite policies.
CONTENT OF POLICIES	W.S. 26-15-113	Any policy shall specify: The names of the parties to the contract; the subject of insurance, the risks insured against, the policy period, the premium, and the conditions of insurance
COSMETIC DAMAGE EXCLUSIONS	<u>Dept. Memo: Cosmetic Damage Exclusions</u>	It is the department's policy that cosmetic damage exclusions and/or limitations are not allowed except for metal roofing. The consumer must opt into the exclusion and must voluntarily sign a written acknowledgment before the exclusion will be allowed. Please refer to the memorandum dated February 6, 2017 for guidance.
DECLARATIONS PAGE	W.S. 26-15-110	The Declaration page is considered a policy form and must be submitted for prior approval pursuant to 26-15-110.
DEFENSE WITHIN LIMITS	Department policy	It is this department's policy that defense costs are not to be included within the limits of liability. Defense costs are to be shown in addition to the limits of liability. If the insurer desires, a separate limit can be set in the policy for an amount to cover settlements or judgments, and a separate limit for defense costs. These limits are to be shown as a dollar figure rather than a percentage of the total limit of liability.

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DISCLOSURES	W.S. 26-3-131	Disclosure of loss information: An Insurer shall provide loss information described in this Article within 30 days of the named insured's written request.
DEFENSE	Settlement agreement in ISO v Wyoming Ins. Department, First Judicial Dist. Ct., Laramie County, WY, Docket 104-443 (1984)	Mutual Release and Settlement Agreement provides in part that a company cannot tender their limits and walks. The following statement must be added: "The tender of policy limits before judgment or settlement does not relieve us of our duty to defend."
DISCRIMINATION	W.S. 26-13-112(c)	No insurer shall make or permit any unfair discrimination between insureds or property having like insuring or risk characteristics, in the premium or rates charged for insurance, in the dividends or other benefits payable on the insurance or in any other of the terms and conditions of the insurance.
DUTY TO DEFEND	Department Policy	It is this department's position that if a company assumes the right to defend, it also has the duty to defend.
FICTITIOUS GROUPS	W.S. 26-13-122	No authorized or unauthorized insurer shall make available, through any rating plan or form, property, casualty or surety insurance to any firm, corporation or association of individuals at any preferred rate or premium based upon any fictitious grouping of the firm, corporation or association.
FORMS MISCELLANEOUS	W.S. 26-15-126	The Insurer shall furnish to the person forms of proof of loss to be completed. Time requirements for the insured to provide the proof of loss should begin with "x" days of Insurer providing the form to the insured. Hawkeye--Security Ins. Co. v. Apodaca, 524 P.2d 874, 1974 Wyo. LEXIS 221 (Wyo. 1974).
LOSS SETTLEMENTS	W.S. 26-15-124(b)	Claims for benefits under a property or casualty insurance policy shall be rejected or accepted and paid by the insurer or its agent designated to receive those claims within forty-five (45) days after receipt of the claim and supporting bills. Payment cannot be contingent upon agreement, appraisal or judgment.
Appraisal	Policy Language	Standard policy language would govern.
Action Against Company	W.S. 26-15-134 W.S. 1-3-105	Suit upon causes of action arising within this state against an insurer over an insurance contract shall be brought in the county where the cause of action arose or in the county where the policyholder instituting the action resides. W.S. 1-3-105 establishes the statute of limitation for bringing an action under a contract.

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Arbitration	Wyo. Constitution Article 19, Section 8	<p>"The legislature may provide by law for the voluntary submission of differences to arbitrators for determination and said arbitrators shall have such powers and duties as may be prescribed by law; but they shall have no power to render judgment to be obligatory on parties; unless they voluntarily submit their matters of difference and agree to abide the judgment of such arbitrators."</p> <p>It is the Department's policy that in no instance shall any insurance coverage circulated within the State of Wyoming contain a mandatory arbitration clause by which the insured is required to arbitrate an insurance claim in the event of disagreement with the insurer, nor shall any such clause require that the results of arbitration are binding on the parties without the right of appeal unless the parties themselves agree to be so bound by a separate agreement. Any arbitration proceedings shall be conducted within the state of Wyoming.</p>
Defense Costs	Department Policy	It is this department's policy that defense costs are not to be included within the limits of liability. Defense costs are to be shown in addition to the limits of liability. If the insurer desires, a separate limit can be set in the policy for an amount to cover settlements or judgments, and a separate limit for defense costs. These limits are to be shown as a dollar figure rather than a percentage of the total limit of liability.
Loss Valuation- Roof	Regulation Chapter 26	If the shingles are obsolete and there is partial damage, i.e. a full slope of the roof, it shall be construed that the full roof has been damaged and adjustment shall be made on that basis.
Payment of Loss Time Period	W.S. 26-15-124(b)	Claims for benefits under a property or casualty insurance policy shall be rejected or accepted and paid by the insurer or its agent designated to receive those claims within forty-five (45) days after receipt of the claim and supporting bills. Payment cannot be contingent upon agreement, appraisal or judgment.
REBATES	W.S. 26-13-112	No property, casualty or surety insurer or any employee or representative thereof, and no broker or agent shall pay, allow or give, or offer to pay, allow or give, in any manner, as an inducement to insurance, or after insurance has been effected, any valuable consideration or inducement of any kind not specified or provided for in the policy, except to the extent provided for in an applicable filing with the commissioner as provided by law. No insurer shall make or permit any unfair discrimination between insureds or property having like insuring or risk characteristics, in the premium or rates charged for insurance, in the dividends or other benefits payable on the insurance or in any other of the terms and conditions of the insurance.
SUBROGATION	W.S. 26-13-113	If an insurer pays a loss claim to its insured and the insurer decides to subrogate to the insured's loss claim, the deductible amount shall be included in the subrogated loss claim and the insurance carrier shall pay the deductible amount to its insured, without any deduction for expenses of collection, out of any recovery on the subrogated claim, before any part of the recovery is applied to any other use. If the amount of the deductible exceeds the recovery, the insurer shall pay only the amount of the recovery to the insured.
Suit	W.S. 26-15-134	Suit upon causes of action arising within this state against an insurer over an insurance contract shall be brought in the county where the cause of action arose or in the county where the policyholder instituting the action resides.
WARRANTIES	W.S. 26-15-109	Statements and descriptions on the application are representations not warranties and do not prevent recovery under the policy unless fraudulent, material to the risk or the hazard the insurer the insurer assumes of if the insurer in good faith would not have otherwise issued the policy, issued the policy for the same premium, issued the policy in as large amount or provided coverage for that hazard.

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RATE, RULE, RATING PLAN, CLASSIFICATION, AND TERRITORY FILING REQUIREMENTS	W.S. 26-14-107	This type of insurance is considered a competitive line of insurance – Rates/Rules only have to be available upon the Commissioners request. General rating standards may be found under W.S. 26-14-105
CREDIT SCORING AND REPORTS	W.S. 26-2-134	<p>The commissioner is authorized to adopt rules as necessary to govern the practices of all persons licensed under this code with respect to the use of credit scoring in the underwriting of personal lines, motor vehicles and homeowner policies. The rules shall provide:</p> <ul style="list-style-type: none"> (i) That a person's credit history or scoring shall not be the sole basis to cancel, deny or non-renew an insurance policy. An insurer may use credit history only in combination with other valid underwriting factors independent of credit history or score; (ii) That an insurer shall provide notice to the person when credit scoring is being used to underwrite a policy and when use of credit scoring is adverse to the person; (iii) That the consumer is adequately protected against unfair discrimination in the use of credit scoring to underwrite policies.