

**RULES AND REGULATIONS**  
**OF THE**  
**WASHINGTON SURVEYING AND RATING BUREAU**

**January 2017**

# WASHINGTON SURVEYING AND RATING BUREAU

## RULES AND REGULATIONS

1. **THE WSRB ORGANIZATION:** Washington Surveying and Rating Bureau (“WSRB”) is a rating organization licensed in Washington and other states. WSRB provides underwriting, rating, and filing services to those insurance companies which become Subscribers.
2. **SUBSCRIBERSHIP:** An insurer may become, and remain, a Subscriber to WSRB, subject to compliance with these rules and regulations. Application for subscribership shall be made upon a form furnished by WSRB. An insurer may subscribe for the complete services of WSRB or for one or more of the types or classes of services which WSRB may offer.

A Subscriber may terminate or modify its subscription by giving thirty (30) calendar days' notice to WSRB. Such action shall be subject to payment of all assessments on business written prior to the effective date, and shall be subject to payment of all assessments due for the remainder of the calendar year. This payment shall include any amounts not yet billed for all assessment years up to and including the calendar year of termination.

3. **ASSESSMENTS AND CHARGES:** WSRB is funded by annual assessments paid by Subscribers. Each assessment year begins on January 1. In advance of an assessment year, WSRB prepares a budget and schedule of Subscriber assessments.
  - A. Assessments are comprised of a flat access fee and a variable fee. The variable fee is determined by applying the assessment rates for services provided to the Subscriber's gross direct premiums written in the state. WSRB may establish categories of services and compute separate assessment rates for each category. Fees and rates are reviewed annually. Current fees and rates are available on request.
  - B. In order to determine each Subscriber's share of the assessment, WSRB relies on Subscribers' reports of premiums written on applicable lines of business for the most recently completed calendar year. Reports are due no later than June 30 of the year prior to the beginning of an assessment year. To illustrate, the assessment for calendar year 2017 is based on 2015 premiums, and the 2015 premium report is due June 30, 2016. A form for reporting premiums is available from WSRB.

If a Subscriber fails to provide the necessary premium information by June 30, WSRB will compute the assessment using available premium information, including, but not limited to, annual statement information reported to the state insurance department. In all cases, WSRB reserves the right to make adjustments to premium reports which are incomplete.

- C. Companies may subscribe individually or as a group of Subscribers under common management. Any company benefitting from a group subscription will be treated as a Subscriber, and its premiums will be included in the group's assessment.
  - D. If a company subscribes to only a portion of WSRB services, but receives other WSRB data, information or services not subscribed to, the company will be treated as subscribing to such other data, information or services and will be assessed for them.
  - E. A bill for the annual assessment of a Subscriber will be sent prior to January 15 of the assessment year. Assessments of less than \$10,000 are due, in full, by January 31 of the assessment year. Assessments of \$10,000 or more may be paid in quarterly installments, with the first payment due by January 31 of the assessment year, and subsequent payments due by April 30, July 31 and October 31.
  - F. If a Subscriber fails to pay an assessment or amount owed, WSRB may take steps to collect the unpaid amount, may suspend the Subscriber's access to service, and may terminate the subscription. Termination will be effective as of the date of written notification to the Subscriber.
4. **PRODUCTS AND SERVICES:** WSRB shall determine the products, publications, services, and data that Subscribers receive in consideration for the annual assessment. For additional products and services, WSRB may charge a fee. Such fees shall be communicated to Subscribers and made available upon request.
  5. **WSRB FILINGS:** WSRB files loss costs, rules, and forms with the state insurance department, as well as schedules and manuals that govern the rating and classification of property risks. WSRB filings are available for adoption by all Subscribers, subject to applicable statutes and rules by the state insurance department.
  6. **FILING AUTHORIZATION:** A Subscriber may authorize WSRB to submit filings on its behalf with the state insurance department by completing a form available from WSRB. WSRB shall notify the state insurance department of such election within thirty (30) calendar days of receipt. As long as this form remains unrevoked, it shall constitute an adoption by such Subscriber of all current and future filings of WSRB, unless the Subscriber files specific exceptions directly with the state insurance department.
  7. **INSPECTION AND LOSS COST CALCULATION:** WSRB will perform a commercial property inspection, prepare an underwriting report, and/or provide applicable loss costs (specific, tentative, or class) at the request of a Subscriber, property owner, property tenant, insured, or their respective insurance agents. The request may be made for a new or existing building or occupancy.

WSRB reserves the right, with or without a request, to inspect, prepare an underwriting report, and calculate a loss cost for any building or occupancy.

8. **RATING AND UNDERWRITING INFORMATION:** WSRB will discuss contemplated construction or alterations of buildings, as well as changes in occupancy, protection, or exposures, with a Subscriber, property owner, property tenant, insured, or their respective insurance agents. This includes a discussion of how actual or proposed changes may affect loss costs. As part of this service, WSRB will review plans, specifications, and other pertinent information related to the subject building or occupancy, showing any actual or proposed changes or improvements.
9. **PUBLIC PROTECTION:** WSRB will discuss the grading of communities, fire districts, fire stations, and related issues with the officials of the respective communities, agencies, or their representatives. WSRB will consult with community or agency officials for the purpose of improving a community's grading.
10. **PRIVATE FIRE PROTECTION SYSTEMS:** Plans for proposed automatic sprinkler, fire alarm, and other fire protection systems, as well as proposed extensions or changes in existing systems, may be referred to WSRB. WSRB will provide a review and evaluation of the impact of the proposed changes on loss costs and ratings.
11. **REQUESTS FOR DATA AND INFORMATION:**

**A. Confidentiality**

It is the policy of WSRB to collect and maintain information in a manner that respects the privacy of persons and businesses.

**B. Building and Occupancy Information**

WSRB will provide data and information about specific buildings and occupancies to the state insurance department, Subscribers, and those with an insurable interest in the property, such as the insured, property owner, lessee, lender, or their respective insurance agents.

WSRB will charge a reasonable fee for organizing, reproducing, and delivering this information to persons other than the state insurance department and Subscribers.

**C. Public Protection Information**

WSRB will provide information about cities, towns, fire districts, and fire stations to the state insurance department, Subscribers, or to an authorized representative of the city, town, fire district or fire station.

**D. Other Data and Information**

WSRB creates proprietary software, analytical systems, and computer programs. WSRB also collects data, statistics, and other information. These items are the proprietary information, trade secrets, and/or intellectual property of WSRB, and are subject to the protection of copyright, trademark, and other intellectual property laws.

With regard to information outside of that identified in paragraphs B and C above, WSRB will provide such outside information when requested by the state insurance department or a Subscriber, or when the outside information is specifically identified and included in a contract with a WSRB customer.

**E. Court or Insurance Department Order**

WSRB complies with rulings and orders of the state insurance department and subpoenas, rulings, and orders of a Court having jurisdiction. This compliance is subject to the advice of counsel regarding lawful protection orders, limitations, reconsideration, and appeals.

WSRB will charge a reasonable fee for organizing, reproducing, and delivering requested information, consistent with court or state insurance department rules.

**F. Advice of Counsel**

WSRB reserves the right to rely upon the advice of counsel regarding any request for data or information.

12. **SUBSCRIBER DISAGREEMENTS:** In the event of a disagreement which cannot be resolved, either the Subscriber or WSRB may request a hearing before the state insurance department with jurisdiction.