

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

### **WASHINGTON LOSS PAYABLE FORM REG 335**

This endorsement reflects the text of the form promulgated in Washington State Insurance Commissioner's Regulation No. 335, as reproduced in Section 284-21-990 of the Washington Administrative Code.

1. Loss or damage, if any, under this policy shall be payable first to the loss payee or mortgagee (hereinafter called secured party), and second, to the insured, as their interests may appear; provided, that upon demand for separate settlement by the secured party, the amount of said loss shall be paid directly to the secured party to the extent of its interest.
2. This insurance as to the interest of the secured party shall not be invalidated by any act or neglect of the insured named in said policy or his agents, employees, or representatives, nor by any change in the title or ownership of the insured property. Provided, however, that the conversion, embezzlement, or secretion by the Named Insured or his agents, employees, or representatives is not covered under said policy unless specifically insured against and premiums paid therefor.
3. In applying the pro rata provisions of the policy, the amount payable to the secured party shall be reduced only to the extent of pro rata payments receivable by the secured party under other policies.
4. The company reserves the right to cancel the policy at any time as provided by its terms, but in such case the company shall mail to the secured party a notice stating when such cancellation shall become effective as to the interest of said secured party. The amount and form of such notice shall be not less than that required to be given the Named Insured, by law or by the policy provisions, whichever is more favorable to the secured party.
5. If the insured fails to render proof of loss within the time granted in the policy conditions, such secured party shall do so within sixty days after having knowledge of a loss, in form and manner as provided by the policy, and, further, shall be subject to the provisions of the policy relating to appraisal and the time of payment and bringing suit.
6. Whenever the company shall pay the secured party any sum for loss or damage under policy and shall claim that, as to the insured, no liability exists, the company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party whom such payment shall be made, under all collateral held to secure the debt, or may, at its option, pay to the secure party the whole principal due or to grow due on the mortgage or other security agreement, with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all collateral held to secure it; but no subrogation shall impair the right of the secured party to recover the full amount due it.
7. All terms and conditions of the policy remain unchanged except as herein specifically provided.
8. All notices sent to the secured party shall be sent to its last reported address, as shown in the Declarations of the policy.

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