

304.12-211 Domestic violence and abuse as reason for insurer's limitation or denial of coverage.

- (1) As used in this section, unless the context requires otherwise:
 - (a) "Casualty insurance" has the meaning set forth in KRS 304.5-070;
 - (b) "Domestic violence and abuse" has the meaning set forth in KRS 403.720;
 - (c) "Innocent co-insured" means an individual who did not cooperate in or contribute to the creation of the loss;
 - (d) "Insurer" means an insurer licensed to write property or casualty insurance in Kentucky; and
 - (e) "Property insurance" has the meaning set forth in KRS 304.5-050.
- (2)
 - (a) No insurer shall use the fact that an applicant or insured incurred bodily injury as a result of domestic violence and abuse committed against him or her as the sole reason for rating or underwriting decisions, refusing to insure, refusing to continue to insure, or limiting the amount, extent, or kind of coverage available to an applicant or insured.
 - (b) If a property or casualty insurance policy excludes property coverage for intentional acts, the insurer shall not deny payment to an innocent co-insured if the loss arose out of a pattern of domestic violence and abuse and the perpetrator of the loss is criminally prosecuted for the act causing the loss. Payment to the innocent co-insured may be limited to his or her ownership interests in the property as reduced by any payments to a mortgage or other secured interest.

Effective: July 14, 2000

History: Created 2000 Ky. Acts ch. 17, sec. 1, effective July 14, 2000.