

Deadlines and Decisions at the One Year Anniversary: 2017 North Bay Fires

This is a reminder to all households impacted by the 2017 North Bay Fires. Policies typically contain deadlines for submitting documentation of your losses and for filing a lawsuit against your insurer. You'll most likely find language in your policies that require you to submit detailed proof within 60, 180 or 365 days from the date of a loss.

You'll also find a "Suit Against Us" paragraph that requires any lawsuit against the insurer to be brought within one year after a loss.

Most of these deadlines have already been extended by California law or by your insurance company. Don't rely on what you've been told by adjusters or neighbors. Before the one-year anniversary, get written confirmation from your insurance company that they will not hold you to any deadlines that could:

- **Cut off your right to collect benefits, or:**
- **Initiate a lawsuit against them related to your losses.**

We suggest customizing and sending a version of our sample letter below to your adjuster and their superior(s) in advance of October 8, 2018. If you don't get a clear written confirmation response from your insurance company, consult with a reputable attorney who has insurance litigation experience.

Your insurance company is legally required to provide you with written notice 60 days before the expiration of any time period requirement upon which they may rely to deny your claim. CA Code of Regulations 2695.7(f) That includes deadlines for submitting proof of the value of your losses and "statute of limitations" (lawsuit filing deadline). The notice must clearly state the time limit and how it will impact your rights.

Proof of Loss Deadlines

Where, as here, your home was damaged or destroyed by a “declared” disaster, California law gives you up to 24 months to collect loss of use/”ALE” and Replacement value benefits (in addition to what you’ve already been paid). (CA Ins. Code 2051.5(b)(1) and (2)).

Deadlines for Suing an Agent, Broker, or Insurance company

These deadlines vary between 1 or 2 or more years after a loss. They depend on your policy language and the type of lawsuit (negligence versus breach of a contract, individual versus class action...). There’s a legal principle called “tolling” that stops the clock on a lawsuit deadline while an insurance claim is being adjusted. But that may not apply to a suit against an agent or broker for underinsuring your property. Lawyers tend to err on the side of caution when advising clients about lawsuit deadlines because courts tend to enforce them. That is why it’s important to get written clarification from your insurer.

“To do” Before the Anniversary:

- Re-read your policy and Declarations page and double-check the math: Were limits adjusted for extended coverage endorsements and inflation protection?
- Request a complete claim summary of all amounts paid to date, correct any errors. See: [Sample Letter Requesting Claim Payment History](#).
- Organize and turn in receipts for [reimbursement of ALE benefits](#). Keep up your claim diary and communicate with your insurer in writing, and where needed, [seek deadline extensions if needed](#).
- Customize and send one or more of our sample letters. Most insurers will grant deadline extensions for good cause. If your insurer says no, contact the California Department of Insurance.

NOTE: The sample letter below must be customized to the facts of your individual situation and claim. All portions that are in parentheses and/or underlined must be completed or revised and anything in italics should be removed before you send it.

(Date)



(Name of adjuster, adjuster's supervisor or highest-ranking ins. co. employee)

(Name of Insurance Co.)

(Address)

Re: Claim Number: _____

Date of Loss: _____

Name of Insured: _____

Address of Insured Property: _____

Dear _____,

As the one-year anniversary of the wildfire that destroyed our home approaches, we are continuing to do our best to document our loss and cooperate with your company to reach a fair and full settlement. We are writing to request the following extension(s):

1) The "Suit Against Us" clause: Please confirm that you will "toll" the "Suit Against Us" clause while our claim is open, and that you will not enforce that deadline until one year after you have informed us in writing that you have completed the claim adjustment process and/or closed our claim;

2) Home Inventory: (We are continuing to work on our home inventory and there are no upcoming deadlines related to this task). Please confirm we can continue submitting proof of our losses through October 8th, 2019.

Unless we hear otherwise within one week, we will rely on our understanding of the above two points.

Sincerely,



YOUR NAME
MAILING ADDRESS

The information presented in this publication is for general informational purposes and is not a substitute for legal advice. If you have a specific legal issue or problem, United Policyholders recommends that you consult with an attorney. Guidance on hiring professional help can be found in the "Find Help" section of www.uphelp.org. United Policyholders does not sell insurance or certify, endorse or warrant any of the insurance products, vendors, or professionals identified on our website.
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