United Policyholders™

Roadmap to Recovery Program™

2020 Wildfires

Navigating the Contents or Personal Property Portion of Your Insurance Claim

Roadmap to Recovery™ Workshop

Zoom

May 18, 2021

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Esta reunión cuenta con interpretación al español

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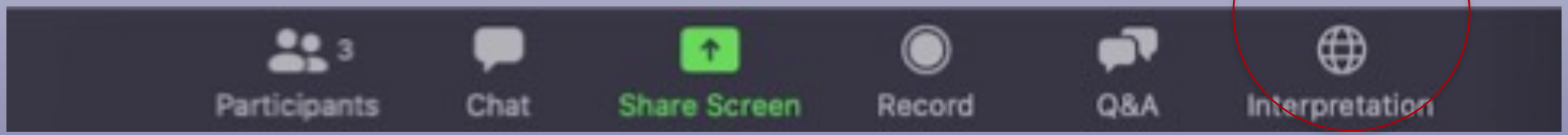
Haga clic y seleccione “español.” Automáticamente escuchara en español

Gracias



United Policyholders™

Roadmap to Recovery Program℠

2020 Wildfires

Navigating the Contents or Personal Property Portion of Your Insurance Claim

May 18, 2021

Virtual Workshop/Webinar

About United Policyholders (UP)

- Reputable, established 501(c)3 not-for-profit charitable organization, Platinum Guide Star rating
- A trusted information resource and respected voice for insurance consumers in all 50 states
- 30 year track-record and expertise in disaster recovery
- Not for profit…not for sale
- Funded by donations and grants

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Team UP

- Professional staff
- Government and nonprofit partners
- Volunteers
  - Fired UP Survivors - previous catastrophic loss survivors paying it forward
  - Consumer-oriented professionals
    - Damage and repair/rebuild cost estimators
    - Lawyers
    - Public Adjusters
    - Tax and Financial Planning experts
    - Construction and Real Estate professionals

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Our Three Programs

- Roadmap to Recovery™
  - *Guidance on insurance, restoring assets and getting back home after a catastrophic loss*
- Roadmap to Preparedness
  - *Helping households and communities reduce risk and be resilient to disasters and adversity*
- Advocacy and Action
  - *Enforcing insurance consumer rights and protections*

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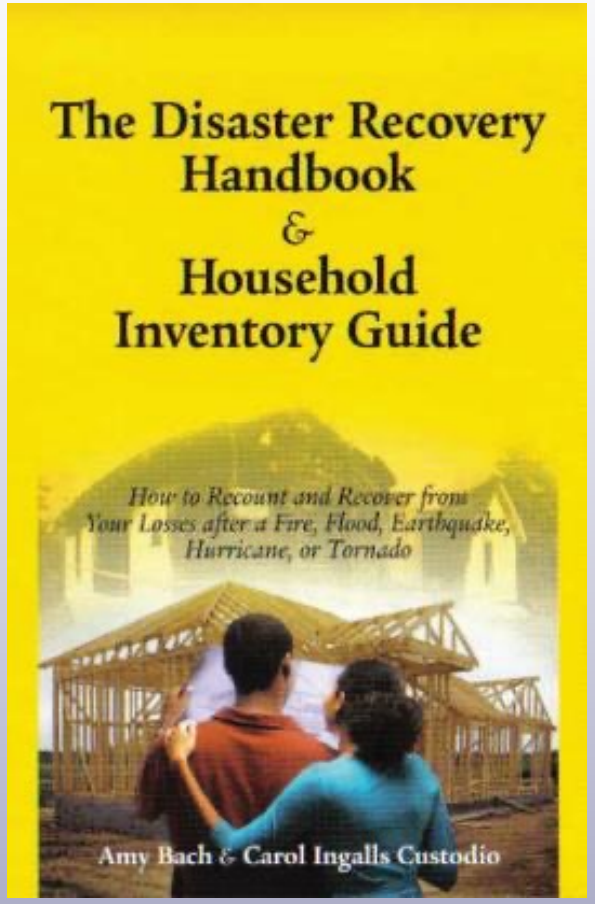
R2R Guidance and Tools



"The Little Yellow Book"

Email info@uphelp.org if you would like a copy mailed to you.

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Thank You Oregon and Washington Funders

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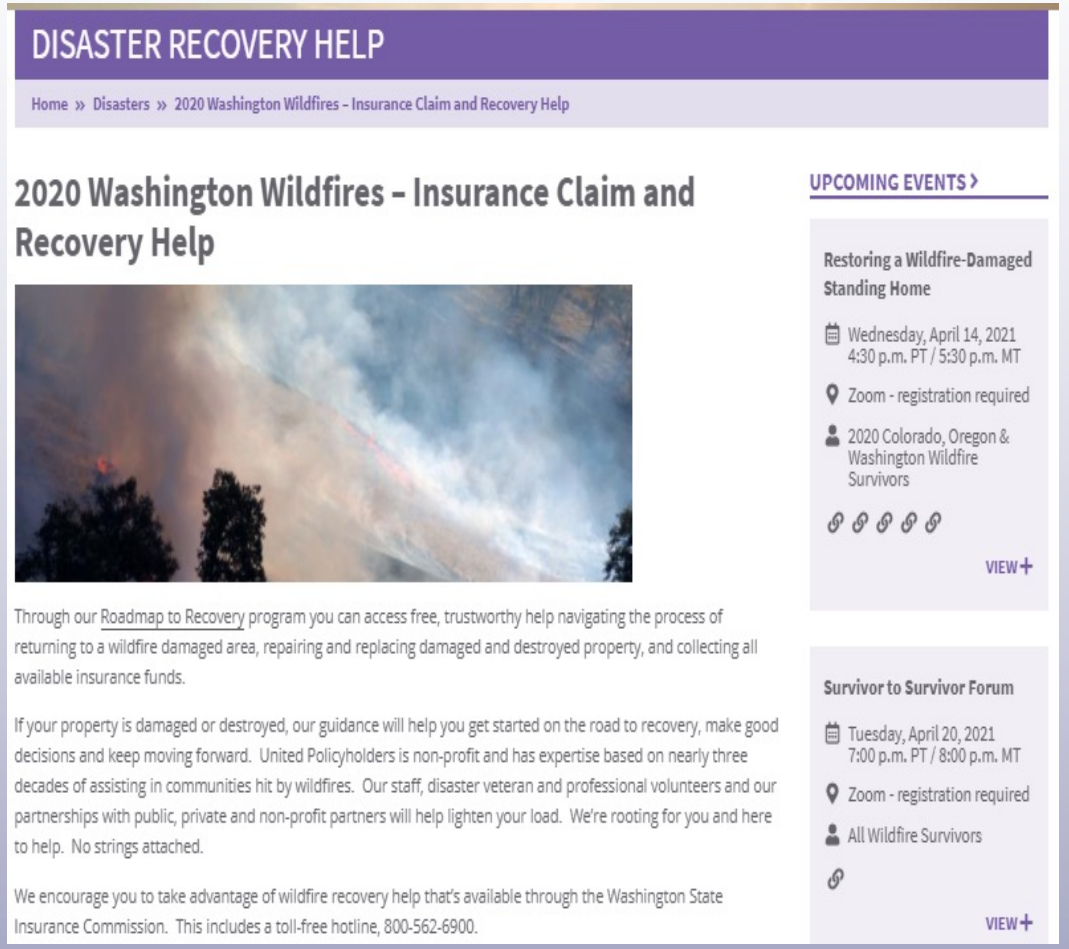
Your Washington Wildfire Help Library
www.uphelp.org/WAwildfires

- Washington Specific Resources with Step by Step Guidance
- One Click Links to Sign UP for Events And Email Notifications
- Links to Pro-consumer Professional Help www.uphelp.org/findhelp
- Sample Letters & Claim Forms www.uphelp.org/samples
- Survivors Speak Tips www.uphelp.org/survivorsspeak
- Upcoming Workshops And Resources www.uphelp.org/r2r



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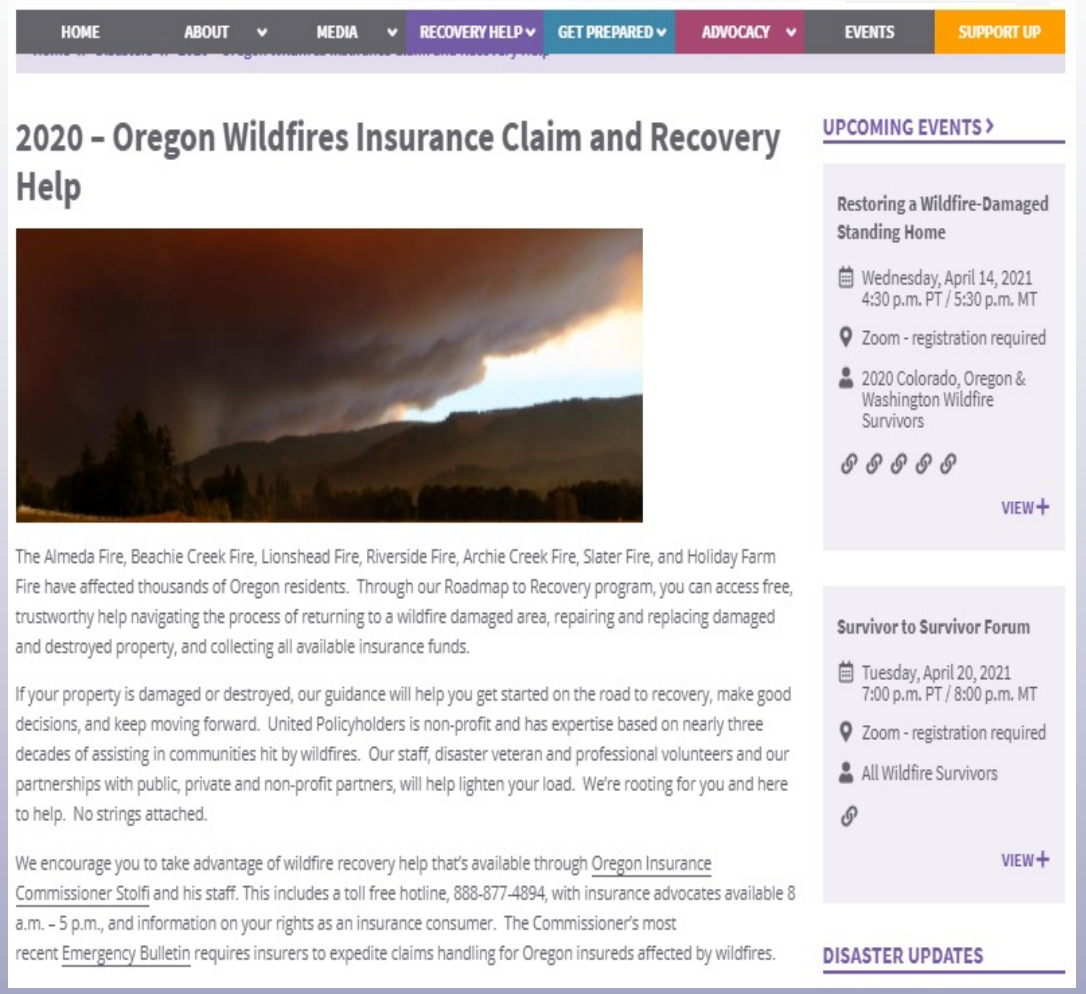
Your Oregon Wildfire Help Library
www.uphelp.org/ORwildfires

- Oregon Specific Resources with Step by Step Guidance
- One Click Links to Sign UP for Events And Email Notifications
- Links to Pro-consumer Professional Help www.uphelp.org/findhelp
- Sample Letters & Claim Forms www.uphelp.org/samples
- Survivors Speak Tips www.uphelp.org/survivorsspeak
- Upcoming Workshops And Resources www.uphelp.org/r2r



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The Fine Print

- This workshop is intended to be general guidance only, not legal advice
- If you have a specific legal question, we recommend you consult an experienced attorney
- We do not endorse or warrant any of the sponsors listed at www.uphelp.org, or speakers at our workshops

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Insurance is a vehicle to get you back where you were before your loss

But it will not drive itself…

- Be pro-active to restore your assets and collect all insurance funds available
- Assert your rights and ask for what you need
- Put your requests in writing
- No need to reinvent the wheel, help is available

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Guiding principles

- Focus on documenting the full extent and value of your losses
- Give your adjuster/insurer a chance to do the right thing, but do not be a pushover
- Leverage and negotiation are key
- Two words describe the best demeanor you can adopt during this process…

  POLITE ASSERTIVENESS
- Get help when you need it

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Think of your insurance claim as a business transaction

- There is a natural tension between the policyholder and the insurance company
  - The insurance company wants to MINIMIZE $ paid out on the claim
  - The policyholder wants to MAXIMIZE $ paid out on the claim
- Adjusters vary in personality & experience
- Document issues with the adjuster and request a change if needed

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Knowledge equals power AND…

The more you understand about your insurance benefits, your rights, and the value of your losses, the more benefits you will recover to rebuild your home and life **and** the smoother your claim will go.

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Today's topics

1. Know your policy limits for **Personal Property**
2. Options for completing your **Contents** claim
3. Document and value your **Personal Property**
4. Learn the Lingo – **RCV, ACV, Depreciation**
5. Why **Depreciation** matters
6. Protect yourself

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1. Know your policy

- Read your complete policy, look for:
  - sub-limits or exclusions
  - riders or schedules
  - your duties and responsibilities
- Organize and document
  - Highlight a working copy of policy
  - Save and scan all receipts
  - Keep a record and timeline of all communications
- Network with others to see who has had success in negotiating less stringent requirements

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Contents claims tips

GOAL: To collect the full amount your insurer owes you for every item that was damaged or destroyed by either:

- Negotiating a waiver of the inventory requirement or reduce paperwork burden
- Preparing a detailed list (inventory) that describes and values everything you lost and submitting it to your insurance company along with receipts as you replace items; or
- Hiring professional help

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Know your policy limits
Personal Property - Coverage C

SAMPLE HOMEOWNER POLICY DECLARATION PAGE [1]

Policy Number: **Policy Period: 03/10/2007 to 03/10/2008 12:01 AM Local Time**

NAME AND MAILING ADDRESS OF INSURED **AGENT NAME AND ADDRESS**

A	B	C	D	E	F
DWELLING	SEPARATE STUCTURES	PERSONAL PROPERTY	LOSS OF USE	PERSONAL LIABILITY	MEDICAL PAYMENTS TO OTHERS
$500,000	$50,000	$350,000	12 Months	$XXX,XXX	$X,XXX

Loss Deductible for Section I: $1,000 **Earthquake Deductible: See Message Below**

COVERAGE FORMS	FORM NUMBERS	PREMIUMS
Special Form – Homeowners Policy	WG HO 300 (7/91)	$x,xxx
Replacement Cost Composite	WG HO 301(7/91)	Incl.
Increased Limit for Coverage E & F	Section II	Incl.
Mold, Fungus, Wet Rot, Dry Rot, or Bacteria	WG HO 303 (05/02)	Incl.
Premises Alarm or Fire Prot. System	HO-216 (4/84)	Incl.
Mortgage Payment Supplement	MP 606 (3/84)	Incl.
Lender's Loss Payment Endorsement	4388FU NS (5/42)	

Important – Earthquake Coverage is Not Included – Contact Your Agent For Further Information.
The Policy Does Not Include Building Code Upgrade Coverage.
Extended Replacement Cost Coverage Does Not Exceed 200% of Limit "A" – Dwelling.[2]
Coverage Includes Personal Property Replacement Cost.[3]

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Know your Coverage “C” limits

- Start on your “Declarations” page and find the dollar limits for your Coverage “C” **Contents** or **Personal Property** (It is “B” for State Farm and a few others)
- Seek out any and all endorsements/extras that increase the amount of your contents
- Do the math - your contents limits is usually a percentage of your dwelling limits (75%)
- Check for “scheduled” items that have added insured value (artwork, jewelry, valuables)
- Check your limits for “sub-limits” on personal property items, (cash, stamps, firearms, jewelry, watches)
- Double check the sub-limits based upon type of “Peril”

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Requirements vs Requests

- Locate the policy language that states what your duties and responsibilities are in documenting your loss for **personal property/contents**
- Compare this policy language with what the adjuster is asking you to provide (extra requested info)
- If you do not believe it will assist your claim to provide this extra requested info, ask adjuster to show you where this requirement is in your policy
- Check with your State DOI to understand the laws and guidance that apply to your claim
- Provide everything you can manage to help you receive the full amount you are owed under the policy

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Know your policy limits - samples

SAMPLE HOMEOWNER POLICY DECLARATION PAGE [1]

Policy Number: **Policy Period: 03/10/2007 to 03/10/2008 12:01 AM Local Time**

NAME AND MAILING ADDRESS OF INSURED **AGENT NAME AND ADDRESS**

A	B	C	D	E	F
DWELLING	SEPARATE STUCTURES	PERSONAL PROPERTY	LOSS OF USE	PERSONAL LIABILITY	MEDICAL PAYMENTS TO OTHERS
$500,000	$50,000	$350,000	12 Months	$XXX,XXX	$X,XXX

Loss Deductible for Section I: $1,000 **Earthquake Deductible: See Message Below**

COVERAGE FORMS	FORM NUMBERS	PREMIUMS
Special Form – Homeowners Policy	WG HO 300 (7/91)	$x,xxx
Replacement Cost Composite	WG HO 301(7/91)	Incl.
Increased Limit for Coverage E & F	Section II	Incl.
Mold, Fungus, Wet Rot, Dry Rot, or Bacteria	WG HO 303 (05/02)	Incl.
Premises Alarm or Fire Prot. System	HO-216 (4/84)	Incl.
Mortgage Payment Supplement	MP 606 (3/84)	Incl.
Lender's Loss Payment Endorsement	4388FU NS (5/42)	

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Coverage Includes Personal Property Replacement Cost.[3]

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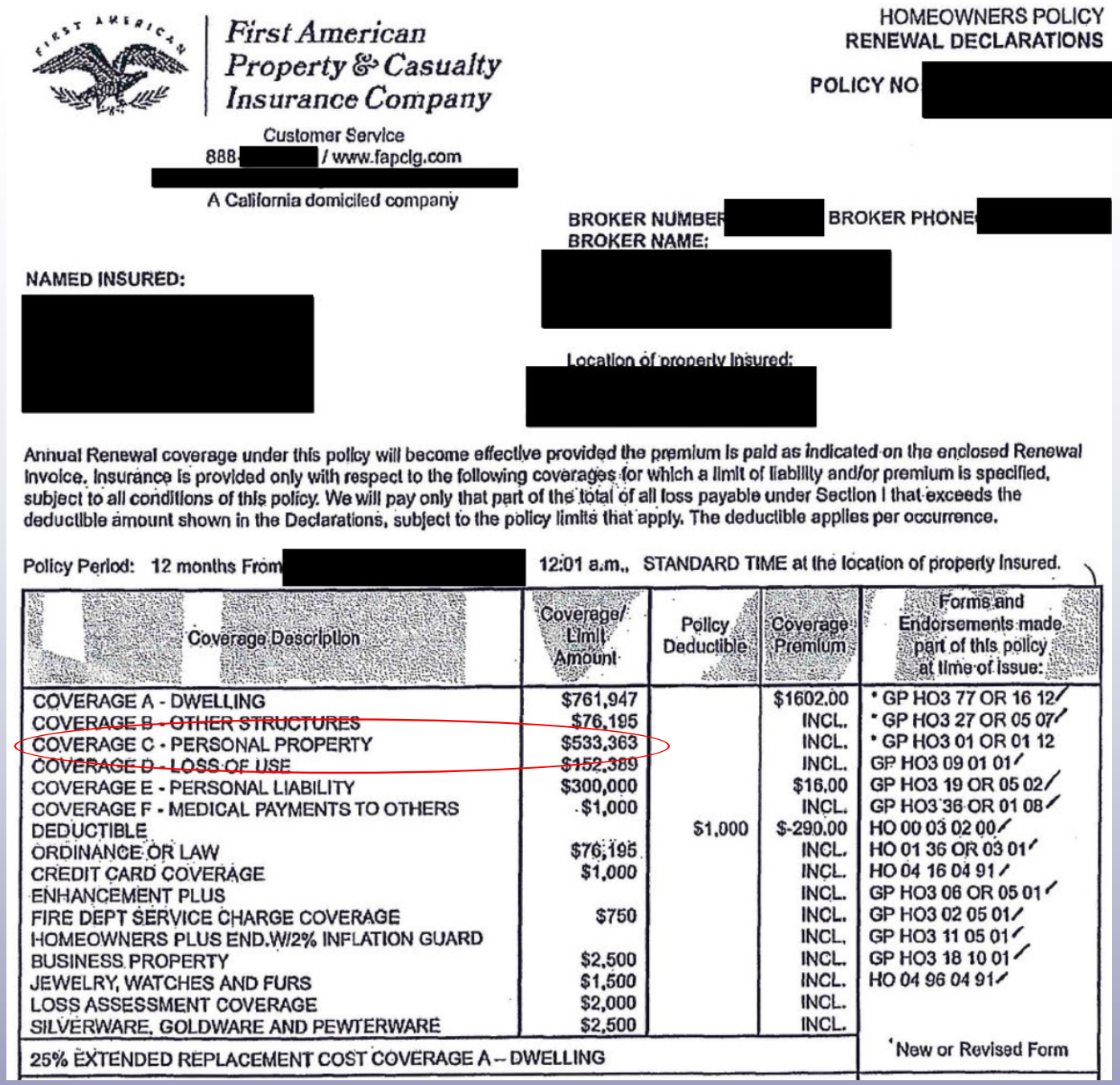

First American Property & Casualty Insurance Company

Customer Service
888 [redacted] / www.fapcig.com
[redacted]
A California domiciled company

HOMEOWNERS POLICY
RENEWAL DECLARATIONS

POLICY NO [redacted]

BROKER NUMBER [redacted] BROKER PHONE [redacted]
BROKER NAME:
[redacted]

NAMED INSURED:
[redacted]

Location of property insured:
[redacted]

Annual Renewal coverage under this policy will become effective provided the premium is paid as indicated on the enclosed Renewal Invoice. Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. We will pay only that part of the total of all loss payable under Section I that exceeds the deductible amount shown in the Declarations, subject to the policy limits that apply. The deductible applies per occurrence.

Policy Period: 12 months From [redacted] 12:01 a.m., STANDARD TIME at the location of property insured.

Coverage Description	Coverage/ Limit Amount	Policy Deductible	Coverage Premium	Forms and Endorsements made part of this policy at time of issue:
COVERAGE A - DWELLING	$761,947		$1602.00	* GP HO3 77 OR 16 12
COVERAGE B - OTHER STRUCTURES	$76,195		INCL.	* GP HO3 27 OR 05 07
COVERAGE C - PERSONAL PROPERTY	$533,363		INCL.	* GP HO3 01 OR 01 12
COVERAGE D - LOSS OF USE	$152,389		INCL.	GP HO3 09 01 01
COVERAGE E - PERSONAL LIABILITY	$300,000		$16.00	GP HO3 19 OR 05 02
COVERAGE F - MEDICAL PAYMENTS TO OTHERS	$1,000		INCL.	GP HO3 36 OR 01 08
DEDUCTIBLE		$1,000	$-290.00	HO 00 03 02 00
ORDINANCE OR LAW	$76,195		INCL.	HO 01 36 OR 03 01
CREDIT CARD COVERAGE	$1,000		INCL.	HO 04 16 04 91
ENHANCEMENT PLUS			INCL.	GP HO3 06 OR 05 01
FIRE DEPT SERVICE CHARGE COVERAGE	$750		INCL.	GP HO3 02 05 01
HOMEOWNERS PLUS END.W/2% INFLATION GUARD			INCL.	GP HO3 11 05 01
BUSINESS PROPERTY	$2,500		INCL.	GP HO3 18 10 01
JEWELRY, WATCHES AND FURS	$1,500		INCL.	HO 04 96 04 91
LOSS ASSESSMENT COVERAGE	$2,000		INCL.	
SILVERWARE, GOLDWARE AND PEWTERWARE	$2,500		INCL.	
25% EXTENDED REPLACEMENT COST COVERAGE A -- DWELLING				* New or Revised Form

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FOREMOST
PROPERTY AND CASUALTY INSURANCE COMPANY
A Stock Company

Policy Number: [redacted]

DECLARATIONS PAGE (CONTINUED)

COVERAGES: This policy provides only the coverages as shown below and your additional coverages described in the policy.

AGGREGATE LIMIT: The most we will pay in any one Policy Period for any one insured Location for Coverage E - Personal Liability is $1,000,000 regardless of the number of claims, suits or accidents.

SECTION I YOUR PROPERTY COVERAGES	AMOUNT OF INSURANCE*
A. DWELLING	$ 78,730
B. OTHER STRUCTURES	$ 7,874
C. PERSONAL PROPERTY	$ 70,200
D. ADDITIONAL LIVING EXPENSE	$ 15,746

*REFER TO SECTION I "OUR PAYMENT METHODS" TO SEE HOW THESE AMOUNTS WILL BE APPLIED

SECTION II YOUR LIABILITY COVERAGES	LIMIT OF LIABILITY	
E. PERSONAL LIABILITY	EACH ACCIDENT	$300,000
F. MEDICAL PAYMENTS TO OTHERS	EACH PERSON	$ 1,000

TOTAL SECTION I AND II COVERAGES PREMIUM $ 521.00

SECTION I DEDUCTIBLE

SECTION I LOSSES OR AMOUNTS OF INSURANCE ARE SUBJECT TO A DEDUCTIBLE OF $500 UNLESS STATED OTHERWISE IN YOUR POLICY AND ENDORSEMENTS.

FORMS AND ENDORSEMENTS			POLICY PREMIUM
4030	01/07	EXTENDED R/C PAYMENT METHOD	$ 10.00
4035	01/07	ADDITIONAL COVERAGE ENDORSEMENT	$ 5.00
4048	01/07	EARTHQUAKE	$ 118.00
4055	01/07	REPLACEMENT COST PERSONAL PROPERTY	$ 70.00
4085	01/08	HOMEOWNERS INSURANCE FOR MFG HOMES	NO ADDED CHARGE
4103	08/17	REQUIRED CHANGE - OREGON	NO ADDED CHARGE

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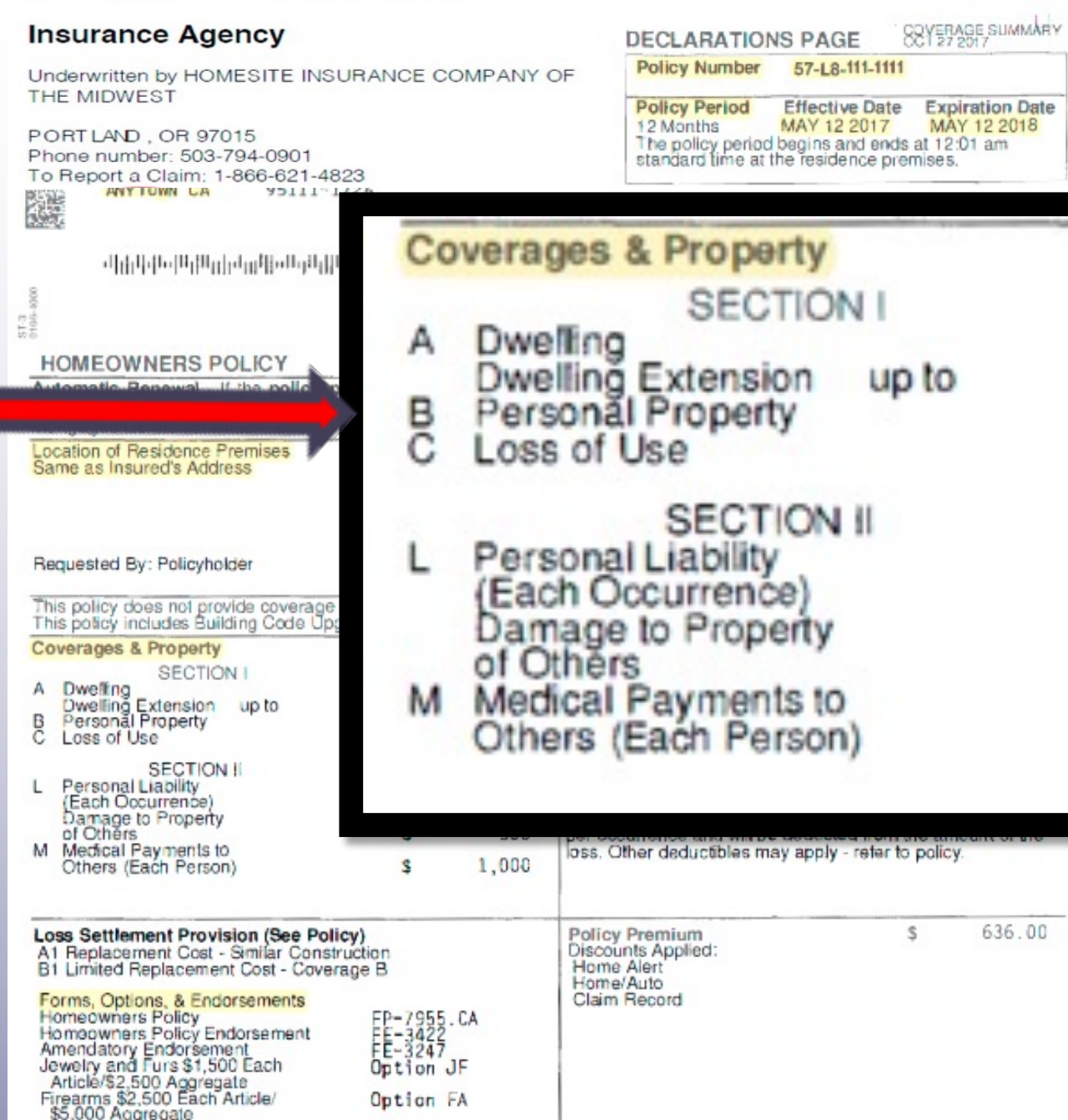

Insurance Agency

Underwritten by HOMESITE INSURANCE COMPANY OF THE MIDWEST

PORTLAND , OR 97015
Phone number: 503-794-0901
To Report a Claim: 1-866-621-4823

ANYTOWN CA 95111-1...

DECLARATIONS PAGE COVERAGE SUMMARY OCT 27 2017

Policy Number	57-L8-111-1111	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	MAY 12 2017	MAY 12 2018

The policy period begins and ends at 12:01 am standard time at the residence premises.

HOMEOWNERS POLICY

Automatic Renewal - If the polic...

Location of Residence Premises
Same as Insured's Address

Requested By: Policyholder

This policy does not provide coverage
This policy includes Building Code Upg...

Coverages & Property

SECTION I

A Dwelling
Dwelling Extension up to
B Personal Property
C Loss of Use

SECTION II

L Personal Liability (Each Occurrence)
Damage to Property of Others
M Medical Payments to Others (Each Person) $ 1,000

...loss. Other deductibles may apply - refer to policy.

Loss Settlement Provision (See Policy)
A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

Forms, Options, & Endorsements

Homeowners Policy	FP-7955.CA
Homeowners Policy Endorsement	FE-3422
Amendatory Endorsement	FE-3247
Jewelry and Furs $1,500 Each Article/$2,500 Aggregate	Option JF
Firearms $2,500 Each Article/ $5,000 Aggregate	Option FA

Policy Premium $ 636.00
Discounts Applied:
Home Alert
Home/Auto
Claim Record

Coverages & Property		Limits of Liability
	SECTION I	
A	Dwelling	$ 469,500
	Dwelling Extension up to	$ 46,950
B	Personal Property	$ 352,125
C	Loss of Use	Actual Loss Sustained
	SECTION II	
L	Personal Liability (Each Occurrence)	$ 100,000
	Damage to Property of Others	$ 500
M	Medical Payments to Others (Each Person)	$ 1,000

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Personal Property – special sub-limits

Special Limits and Additional Coverages
Coverage Level: Travelers Protect®

The limit shown for each of the Special Limits of Liability and Additional Coverages is the total limit for each loss in that category.

Personal Property – Special Limits of Liability		Limit
a.	Money, bank notes, coins, stored value cards	$250
b.	Securities, accounts, passports, tickets, stamps	$1,500
c.	Comic books and trading cards	$1,000
d.	Collectibles, figurines, glassware, marble, porcelains, statuary	$1,000
e.	Theft of jewelry, watches, precious stone	$1,500
f.	Theft of furs	$1,500
g.	Theft of silverware, goldware, pewterware	$1,500
h.	Theft of firearms and related equipment	$1,500
i.	Theft of tools and their accessories	$1,500
j.	Theft of rugs, tapestries and wall hangings	$1,500
k.	Business property on the residence premises	$3,000
l.	Business property away from the residence premises	$1,500
m.	Trailers or semitrailers not used with watercraft	$1,500
n.	Motor vehicle parts or equipment not attached to motor vehicle	$500
o.	Electronic apparatus while in or upon a motor vehicle or watercraft	$1,500

The Special Limits of Liability do not increase your Coverage C – Personal Property Limit.

g. $2,500 for loss by theft of firearms;

h. $2,500 for loss by theft of silverware and goldware;

3. **Special Limits Of Liability**

The special limit for each category shown below is the total limit for each loss for all property in that category. These special limits do not increase the Coverage C limit of liability.

a. $200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum other than platinumware, coins, medals, scrip, stored value cards and smart cards.

b. $1,500 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

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Items that are usually not covered – "Exclusions"

- Items that are specifically insured elsewhere (i.e., jewelry, art with its own coverage)
- Animals, birds, and fish
- Property of sub-tenants/roommates
- Motor vehicles (exceptions for certain vehicles not registered for use on roads and/or for handicapped assistance)
- Recreational vehicles

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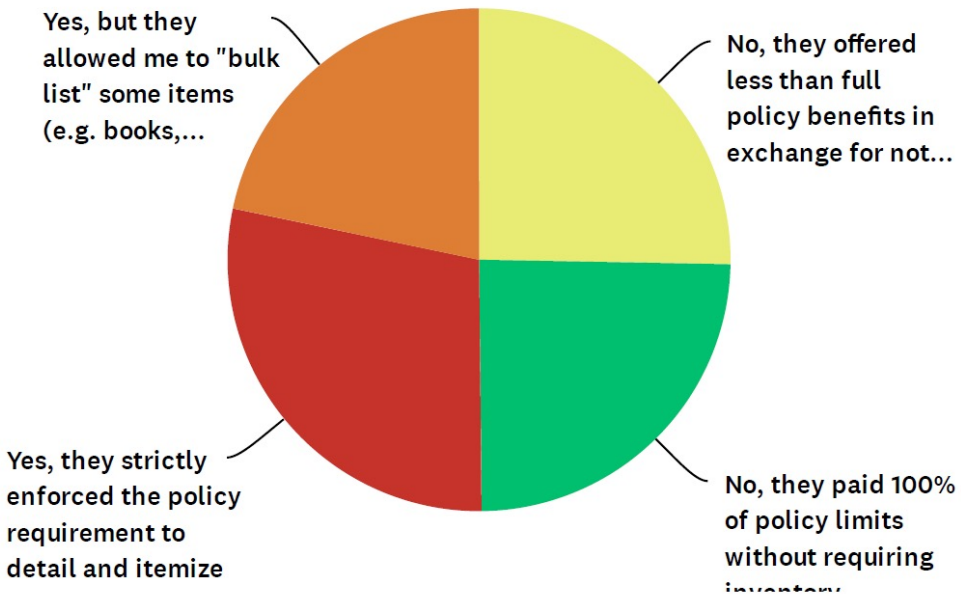
Q10 Did your insurer require you to submit a detailed itemized home inventory?

Answered: 953 Skipped: 380



ANSWER CHOICES	RESPONSES	
No, they offered less than full policy benefits in exchange for not requiring itemization	25.29%	241
No, they paid 100% of policy limits without requiring inventory	24.55%	234
Yes, they strictly enforced the policy requirement to detail and itemize	28.44%	271
Yes, but they allowed me to "bulk list" some items (e.g. books, cooking supplies, medicine cabinet supplies)	21.72%	207
TOTAL		953

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2. Options for completing your Contents/ Personal Property claim

A. Ask in writing for a full/partial policy limits payout and a waiver for all/part of the inventory itemization requirement;
    A. Refer to your state's Department of Insurance bulletins and notices
    B. 100% waiver worth requesting especially if significantly underinsured
B. Prepare a detailed list (inventory) that describes and values everything you lost and submit it to your insurance company – later sending receipts as you replace items; **or**
C. Hire professional help

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Maximize

If the supported **Contents** (Coverage “C” or “B”) loss exceeds the full policy **Replacement Cost Value Coverage “C” limit** when you total up your **Actual Cash Value** inventory spreadsheet, request the claim be settled/resolved, and paid at the **full Replacement Cost Value limit**, without any need to replace or submit receipts.

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Deep Breath

3. Documenting and valuing your Personal Property

- If the insurer insists on a detailed inventory, gather available receipts, photos, available records and get help from the adjuster assigned to your claim to build a complete and accurate list of everything that was damaged or destroyed
- **Trust but verify** the adjuster's valuations on your possessions by getting prices/estimates from objective sources (stores, experts...). Fight back if your adjuster tries to unfairly depreciate your property
- Use UP's free tools:
  - www.uphelp.org/contents for claim inventory and claim tips

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Home Inventory and Contents Claim Tips

Goals: Collect the value of every personal property item that was damaged or destroyed (up to your policy limits) in the least time-consuming and painful way possible.

Basic strategy: Document/list and value every item. Produce available receipts, photographs and other evidence. Get extensions of time if you need them by making a written request that proposes a reasonable amount of extra time.

Timesavers:

- Use UP's Home Inventory Spreadsheet
- Go to a large store and use a wedding gift registry scanner to list and value items you had
- Family and friends can help you remember and complete your inventory.
- Use the internet to set a value for every lost item what it will cost to replace it.
- Negotiate a "cash out" settlement at or just below your contents policy limits to avoid the painstaking task of reconstructing a complete inventory list.

Download the following publications to learn about strategies from experts and other disasater survivors on completing a home inventory and negortiating the contents portion of your claim:

- Example of a completed home inventory - 2003 Cedar Fire Survivor has donated her contents claim form to UP
- UP Home Inventory Worksheets (Excel) - Complete and save on the computer.
- Contents Claim Tips
- Depreciation Basics
- Speak UP: How to communicate with your insurance company
- Sample Letter Requesting Copy of Policy
- Sample Letter Asking for the Waiver of the Contents Itemization Requirement
- Sample Letter Asking for a Personal Property Claim Settlement

Download all sample files

A4 | Dishwasher

	A	B	C	D	E	F	G	H	
1	© 2011 United Policyholders, All rights reserved.								
2	**Description of Property**	**Type**	**Room**	**Year Acquired**	**Qty**	**Cost Each**	**Total cost**	**Condition of Item**	**Additional Notes**
3	**example: item 1**	**type 1**	**Kitchen**	**2005**	**4**	**3**	**12**	**Good**	
1	© 2011 United Policyholders, All rights reserved.								
2	**Description of Property**	**Type**	**Room**	**Year Acquired**	**Qty**	**Cost Each**	**Total cost**	**Condition of Item**	**Additional Notes**
3	**example: item 1**	**type 1**	**Kitchen**	**2005**	**4**	**3**	**12**	**Good**	
4	Dishwasher	Appliance	Kitchen				0		
5	Freezer	Appliance	Kitchen				0		
6	Microwave	Appliance	Kitchen				0		
7	Oven and Range	Appliance	Kitchen				0		
8	Refrigerator	Appliance	Kitchen				0		
9	Cookbooks	Books	Kitchen				0		
10	Ajax	Cleaning	Kitchen				0		

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Step One: Start with a list

- Start your list room by room, by topic, by category, whatever works for you to fill in the inventory
- Use UP's Home Inventory Spreadsheet or the lists in the *Disaster Recovery Handbook and Household Inventory Guide* to help you remember
- Use family and friends to help you complete your inventory; they may have photographs to share or be willing to list a room for you
- Go to stores with a gift registry scanner to list and value items you had, or use the internet to build your list – many stores with gift registry scanners also have online registries
- Celebrate every success, no matter how small – creating an inventory is a massive task

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Step Two: Add to your list

- Keep a running ‘list’ with you
  - pen and paper
  - “note” in your smartphone
- Check with your bank or credit card companies for records of previous purchases- Some stores keep purchase records for several years, including Costco, Home Depot, Amazon. Always ask stores you frequently shop
- Try visualizing the room you are working on - walk around it in your mind, opening drawers and cabinets, and “looking inside”
- It can be helpful to visualize with your eyes closed and speak out loud to record what you are “seeing” OR have someone taking notes

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Step Three: Estimate quantities

- Books and CDs are generally in stacks or on shelves. Estimate how many feet of shelving you had - Ask a friend to or go to a store and measure a foot of shelving (measure hardback and paperback separately) and book width (take your tape measure), find an average price by type, and then calculate roughly how many books/CDs were on each shelf
- Do the same for clothing – if your closet was 6 ft. wide and contained hanging shirts, go to a friend's closet or a store rack, arrange them as closely as you normally do, and count the number per foot
- Knowing rough dimensions can help you estimate how much of something was contained within a closet, drawer, cabinet, or storage container

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Step Four: Pricing

- Included in the "duties after a loss" is listing the **replacement cost** of damaged **personal property**. Do NOT use Sale, Off-market, or Discount pricing – by the time you replace an item, the sale may be long gone
- Use a gift registry online to price items on your list.
- Contact your credit card companies and banks for copies of old statements
  - But remember, you're looking for the cost to replace – this may not be the price it was purchased at
- Divide and conquer – accept offers to help; ask them to price a page/room/list and create backup documentation for replacement costs (PDF)
- Work together with other survivors

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Resources for pricing

- ReplacementsLtd.com
- Amazon

Common items and pricing links

To get you started, UP will email you a spreadsheet with active links to prices and description for common items from multiple stores in the following “spaces”:

- Kitchen consumables
- Bathroom items
- Kitchen items
- Bedroom items
- Home office items

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Pricing valuable collections

Characteristics of Value

- Status of artist in marketplace
- Type of work
- Medium
- Size
- Condition
- Provenance
- Rarity
- Celebrity ownership increases value

Resources: IRS qualified appraisers

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Deep Breath

4. Learn the Lingo

- Replacement Cost Value (**RCV**)
- Actual Cash Value (**ACV**)
- Depreciation (or **holdback**)

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Replacement Cost Value (RCV)

- **RCV** is the price that it would *actually* cost to repair or replace a damaged or destroyed item right now with a new item
  - i.e., a new couch, mattress, or shirt

- Most homeowner's policies, but not all, are **REPLACEMENT COST** (**RCV**) policies

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Actual Cash Value (ACV)

- **ACV** is the pre-loss value of an item
  - the price a willing buyer would have paid you immediately before the loss
  - The item is depreciated to what its value was an instant before the loss ("Craigslist" price)
- Some policies limit payouts to **ACV** and that is all they pay (especially manufactured home policies)
- **Actual Cash Value** is also usually defined by the following formula: **ACV= RCV–Depreciation**

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ACV Paid then Replacement Cost Paid When Repairs are Completed – Most Policies

5. **How We Settle Covered Loss.**

Covered accidental direct physical loss or damage will be settled as follows.

a. Coverage A (**Dwelling**) and Coverage B (**Separate Structures**). We will only settle covered loss or damage on the basis of use as a private residence.

(1) Settlement for covered loss or damage to a specific **component part(s)** of the **dwelling** or **separate structures**, except for **roof materials** and fences, will be settled at reasonable and necessary replacement cost, without deduction for depreciation, for the lesser of the costs to repair or to replace the specific damaged **component part(s)**, but for no more than the lesser of the following:

i. the applicable **stated limit** or other limit of insurance in this policy that applies to the damaged or destroyed **dwelling** or **separate structure(s)**;

ii. the reasonable repair or replacement cost of that specific **component part(s)** damaged for equivalent construction with materials of like kind and quality on the **residence premises**, determined as of the time of loss or damage;

iii. the reasonable and necessary amount actually spent to repair or replace the specifically damaged **component part(s)** of the **dwelling** or **separate structure(s)**; or

iv. the loss to the ~~interest of the~~ **insured** in the property.

When the cost to repair or replace damaged property is more than $2,500, we will pay no more than the **actual cash value** of the damaged specific **component part(s)** of property until actual repair or replacement is completed. If the damage to the **dwelling** should be a total loss, then the **actual cash value** payment ~~will be no more than~~ the lesser of the **stated limit** or the fair market value of the **dwelling** until actual repair or replacement of the **dwelling** is completed.

If the **dwelling** or a **separate structure** is rebuilt or replaced at a different location, the costs described in subsection ii. above are limited to the costs which would have been incurred if the **dwelling** or **separate structure** had been rebuilt or replaced at its location on the **residence premises**.

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Depreciation

- "**Depreciation**" is the loss in value of an item due to age and condition (wear and tear)

- You may also see the terms "**Holdback**", "Withheld", "Recoverable Depreciation", "Non-recoverable Depreciation"

- Carriers will often contract out the valuation of your inventory, so verify their pricing reflects what you had submitted in your list

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Third Party Valuation Example

ESTIMATED LOSS CALCULATION	
REPLACEMENT COST (RCV)	$280,259.44
SALES TAX	$18,950.73
REPLACEMENT COST PLUS SALES TAX	$299,210.17
less DEPRECIATION	($110,243.44)
ACTUAL CASH VALUE (ACV) PLUS TAX	$188,966.73
less AMOUNT IN EXCESS OF LIMITS	($633.75)
less DEDUCTIBLE AFTER INSURED CONTRIBUTION	$0.00
ESTIMATED NET PAYMENT	$188,332.98
less ADVANCES	$0.00
ESTIMATED NET PAYMENT less ADVANCES	$188,332.98

SUBLIMITS SUMMARY	CATEGORY TOTAL	CATEGO
HO3-2(Cash)	$733.75	

The actual cash value of damaged property is an amount less than the full replacement cost of the property, usually by a depreciable amount based on the useful life, condition and obsolescence of the property.

Rosewood Bird Costa Rica	6	0	Novica	1	$54.99	$59.06	10%	$53.15	Hand Made Wood Bird Sculpture	
Table Folding Office 6 Ft. Melamine	0	0	Staples	5	$79.99	$429.55	50%	$214.77	Global 6' Folding Melamine Banquet Table	
ANTIQUE Table Kitchen Solid Maple	50	0	Go Antiques	1	$350.00	$375.90	0%	$375.90	Merisman Fold over Duncan Phyfe Style Table 1930 s	430
Table Lamp Stiffle Now Discontinued Solid Brass	25	0	Hayneedle	1	$220.62	$236.95	50%	$118.47	Stiffel M6561 Table Lamp - Antique Brass Item # HN-CUTT027	270
Table Serving	6	0		1	$25.00	$26.85	0%	$26.85	Table Serving	
Bed Tray	23	0		1	$25.00	$26.85	50%	$13.42	Bed Tray	
Table TV Tray	8	0	--	1	$45.00	$48.33	50%	$24.16	Table TV Tray	
Collectibles Coins Silver Commemorative Coins	0	0	--	1	$0.00	$0.00	0%	$0.00	Pending additional information	
Collectibles Commemorative Pins Political Obama (2008)	4	0	--	4	$10.00	$42.96	40%	$25.78	Collectibles Commemorative Pins Political Obama (2008)	
Collectibles Doll Stacy Barbie	45	0	Amazon	1	$27.69	$29.74	50%	$14.87	Barbie Stacie Doll	65
Collectibles Doll Julia Barbie	45	0	Amazon	1	$47.99	$51.54	50%	$25.77	Mattel 50th Anniversary Barbie Diahann Carrol as Julia 11" Doll	90
Collectibles Doll Chrissy	41	0	EBay	1	$39.99	$42.95	0%	$42.95	Collectibles Doll Chrissy	
Collectibles Doll Velvet	41	0	EBay	1	$39.99	$42.95	0%	$42.95	Collectibles Doll Velvet	
Collectibles Doll Liddle Kiddle	41	0	EBay	2	$15.99	$34.35	0%	$34.35	Collectibles Doll Liddle Kiddle	

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Oil Vinegar Bottles Pfaltzgraff Pistoulet Discontinue Collectible	4	0		2	$12.99	$25.98	0%	$25.98	Oil Vinegar Bottles Pfaltzgraff Pistoulet Discontinue Collectible	
Soap Dispenser Pfaltzgraff Pistoulet Discontinued Collectible	6	0		1	$15.99	$17.17	50%	$8.58	Soap Dispenser Pfaltzgraff Pistoulet Discontinued Collectible	
Gravy Boat Noritake Rothschild Discontinued Pattern	7	1	Macy's	1	$131.21	$140.92	50%	$70.46	"Noritake ""Montvale Platinum"" Gravy Boat with Tray, 16 oz"	179.95
(Photo) Fine China Sugar Bowl Noritake Rothschild Discontinued Pattern	7	1	Macy's	1	$59.20	$63.58	50%	$31.79	Noritake Dinnerware, Crestwood Platinum Sugar Bowl	89.95
Fine China Creamer Noritake Rothschild Discontinued Pattern	7	1	Macy's	1	$40.81	$43.83	50%	$21.91	Noritake Pearl Majesty Creamer	69.96
Fine China Round Platter Noritake Rothschild Discontinued Pattern	7	1	Macy's	1	$59.20	$63.58	50%	$31.79	"Noritake Colorwave Raspberry Coupe Round Platter, 12"""	69.95
Fine China Coffee Pot Noritake Rothschild Discontinued Pattern	7	1	Macy's	1	$206.40	$221.67	50%	$110.83	Noritake Dinnerware, Platinum Wave Coffee Pot	299.95
Fine China Oval Covered Vegetable Dish Noritake Rothschild Discontinued Pattern	7	1	Macy's	1	$154.40	$165.83	50%	$82.91	"Noritake ""Silver Palace"" Oval Vegetable Bowl"	250.00
Fine China Rim Soup Bowl Noritake Rothschild Discontinued Pattern	7	1	Macy's	10	$17.60	$189.02	50%	$94.51	Noritake Dinnerware, Colorwave Terra Cotta Rim Soup Bowl	23.99
Fine China Round Vegetable Bowl Noritake Rothschild Discontinued Pattern	7	1	Macy's	1	$72.00	$77.33	50%	$38.66	Noritake Pearl Majesty Round Vegetable Bowl	109.95
Fine China Flat Cup/Saucer Noritake Rothschild Discontinued Pattern	7	1	Macy's	10	$11.21	$120.40	50%	$60.20	Noritake Dinnerware, Austin Platinum Saucer	14.99
Fine China Dinner Plates Noritake Rothschild Discontinued Pattern	7	1	Macy's	10	$15.21	$163.36	50%	$81.68	Noritake Colorvara Chocolate Dinner Plate	23.99
Fine China Salad Plates Noritake Rothschild Discontinued Pattern	7	1	Macy's	10	$10.40	$111.70	50%	$55.85	Noritake Colorvara Chocolate Salad Plate	13.99

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Depreciation is negotiable

- The more **depreciation** your insurer applies - the less you collect up front
- There is no *official standard* for how much insurers can depreciate your property
- It can be hard to pin down an adjuster on how they calculated depreciation and the value of your item, but these calculations affect your pocketbook. Challenge the numbers if they seem unfairly low.
- **Be aware of items that should not be depreciated but paid in full (antiques, fine art, jewelry, etc.)**
- **Ask, in writing, that your insurer give you a copy of the depreciation schedule/method they used**

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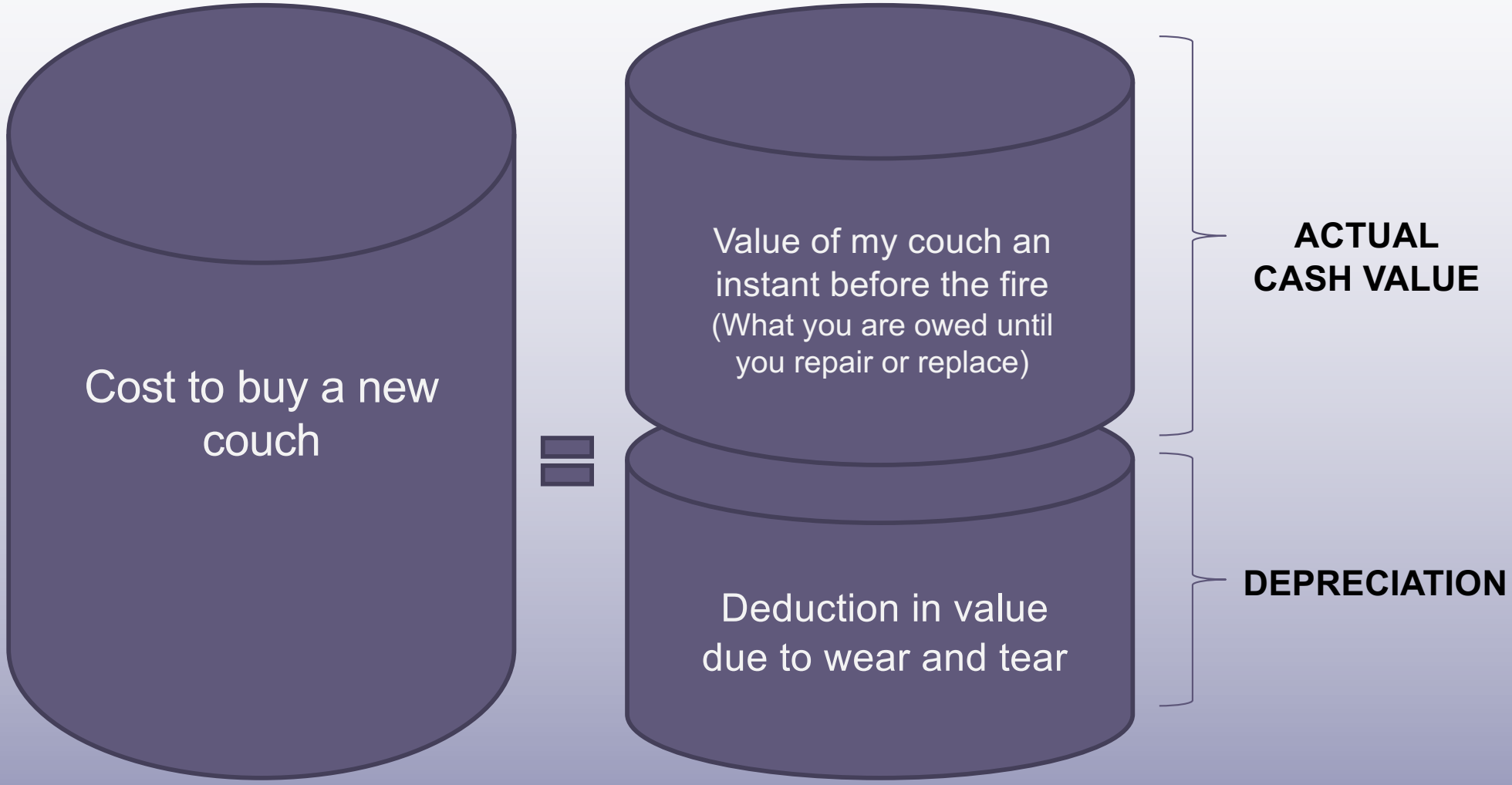
Replacement Cost vs. Actual Cash Value



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COMMON QUESTIONS

I have a Replacement Cost policy, why is my insurance company only paying the Actual Cash Value?

Your insurance may initially "**hold back**" an amount of money from a payment to you because of **depreciation.**

- Most policies have "Loss Settlement Provisions" that specifically state you are owed **ACV** (**RCV** less **depreciation**) until the property is repaired or replaced
- To collect the full amount you are entitled to under an **RCV** policy, you have to **actually replace** the items and send the receipts to the insurer with a demand for the balance they owe you

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"Section I – Loss Settlement"

COVERAGE B - PERSONAL PROPERTY

1. **B1 - Limited Replacement Cost Loss Settlement.**

a. We will pay the cost to repair or replace property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:

(1) until repair or replacement is completed, we will pay only the cost to repair or replace less depreciation;

(2) after repair or replacement is completed, we will pay the difference between the cost to repair or replace less depreciation and the cost you have actually and necessarily spent to repair or replace the property; and

(3) if property is not repaired or replaced within two years after the date of loss, we will pay only the cost to repair or replace less depreciation.

b. We will pay market value at the time of loss for:

(1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;

(2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and

(4) any applicable Coverage B limit of liability.

2. **B2 - Depreciated Loss Settlement.**

a. We will pay the cost to repair or replace less depreciation at the time of loss for property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below.

b. We will pay market value at the time of loss for:

(1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;

(2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and

(3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

(1) our cost to replace at the time of loss;

(2) the full cost of repair;

(3) any special limit of liability described in the policy; or

(4) any applicable Coverage B limit of liability.

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State Farm General Insurance Company
A Stock Company With Home Offices in Bloomington, Illinois

900 Old River Rd.
Bakersfield, CA 93311-9501

Named Insured

AT2 H-02-3745-FB14 H F

Insured, Joe
111 E DOVER CT
ANYTOWN CA 95111-1726

DECLARATIONS PAGE COVERAGE SUMMARY OCT 27 2017

Policy Number	57-L8-111-1111	
Policy Period	**Effective Date**	**Expiration Date**
12 Months	MAY 12 2017	MAY 12 2018

The policy period begins and ends at 12:01 am standard time at the residence premises.

HOMEOWNERS POLICY

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice

Location of Residence Premises
Same as Insured's Address

Requested By: Policyholder

This policy does not provide coverag
This policy includes Building Code U

Coverages & Property

SECTION I
A Dwelling
Dwelling Extension up to
B Personal Property
C Loss of Use

SECTION II
L Personal Liability (Each Occurrence)
Damage to Property of Others
M Medical Payments to Others (Each Person)

Loss Settlement Provision (See Policy)
A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

Forms, Options, & Endorsements

Homeowners Policy	FP-7955.CA
Homeowners Policy Endorsement	FE-3422
Amendatory Endorsement	FE-3247
Jewelry and Furs $1,500 Each Article/$2,500 Aggregate	Option JF
Firearms $2,500 Each Article/ $5,000 Aggregate	Option FA

Policy Premium $ 636.00
Discounts Applied:
Home Alert
Home/Auto
Claim Record

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Renters Policy

D. Loss Settlement

Covered property losses are settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

Optional Coverages

Optional Coverages	Endorsement	Limit	Premium
Personal Property Replacement Cost Loss Settlement	HQ-290 MA (05-17)		Included*

**Note:* *The additional cost or premium reduction for any optional coverage or package shown as "Included" is contained in the Total Policy Premium Amount.*

HOMEOWNERS
HO 04 07 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT – CALIFORNIA

A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
   a. Coverage C; and
   b. If covered in this policy:
      (1) Awnings, outdoor antennas and outdoor equipment; and
      (2) Carpeting and household appliances;
      whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if separately described and specifically insured in this policy and not subject to agreed value loss settlement:
   [illegible];
   d. garments:
   [illegible]med with fur; or
   [illegible]sisting principally of fur;
   [illegible]s, projection machines, films and [illegible]articles of equipment;
   [illegible] equipment and related articles of [illegible]ent;
   [illegible]are, silver-plated ware, goldware, [illegible]plated ware and pewterware, but excluding:
   (1) Pens or pencils;
   (2) Flasks;
   (3) Smoking implements; or
   (4) Jewelry; and
   f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

B. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity, which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles, whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in **A.** above:

1. We will pay no more than the least of the following amounts:
   a. Replacement cost at the time of loss without deduction for depreciation;
   b. The full cost of repair at the time of loss;
   c. The limit of liability that applies to Coverage C, if applicable;
   d. Any applicable special limits of liability stated in this policy; or
   e. For loss to any item described in **A.2.a. – f.** above, the limit of liability that applies to the item.
2. If the cost to repair or replace the property described in **A.** above is more than $500, we will pay no more than the actual cash value for the loss until the actual repair or replacement is complete.
3. We must be notified within:
   a. 24 months after our payment for actual cash value if the loss or damage relates to a state of emergency under California Law; or
   b. 12 months after our payment for actual cash value in all other cases;
   that you intend to repair or replace the damaged property.

All other provisions of this policy apply.

HO 04 07 05 11 © Insurance Services Office, Inc., 2010 Page 1 of 1

Look for a Replacement Cost Endorsement on your declarations page and attached to your policy

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Oregon - Time limit to replace contents

In general determined by your policy language, but in the case of the 2020 Labor Day wildfires, 45 insurance companies signed onto a rebuild agreement which provided two years to replace contents after loss.

https://dfr.oregon.gov/insure/home/storm/Documents/wildfire-rebuild-timeline-agreement.pdf

DCBS | Consumer and Business Services
Division of Financial Regulation

350 Winter Street NE, P.O. Box 14480, Salem, Oregon 97309-0405 503-378-4140 dfr.oregon.gov

Insurers Agree to Extend Rebuild Timelines for Wildfire Victims

Several insurance companies have agreed to extend rebuild timelines to at least two years from the date of loss for people who lost their home in the 2020 Labor Day wildfire disaster.

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OR Fair Claims Settlement Practices Regulations OAR 836-080-0235

(1) An insurer shall, not later than the 30th day after its receipt of properly executed proofs of loss from a first party claimant, advise the claimant of the acceptance or denial of the claim. An insurer shall not deny a claim on the grounds of a specific policy provision, condition or exclusion unless the denial includes reference to the provision, condition or exclusion. A claim denial must be in writing, with either a copy or the capability of reproducing its text included in the insurer's claim file.

(3) If a claim is denied for reasons other than those described in section (1) of this rule and is made by any other means than in writing, an appropriate notation shall be made in the insurer's claim file.

(4) If an insurer needs more time to determine whether the claim of a first party claimant should be accepted or denied, it shall so notify the claimant not later than the 30th day after receipt of the proofs of loss, giving the reason more time is needed. Forty-five days from the date of such initial notification and every 45 days thereafter while the investigation remains incomplete, the insurer shall notify the claimant in writing of the reason additional time is needed for investigation.

(5) An insurer shall not fail to settle claims of first party claimants on the grounds that responsibility for payment should be assumed by others, except as may be provided otherwise by the provisions of the insurance policy issued by the insurer.

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5. More on Depreciation Why it matters

Coming up with cash to buy replacement items can be hard, especially if your insurer has heavily depreciated your **Personal Property.**

- Your insurer typically "depreciates" the value of your damaged/lost property to account for its used condition and age
- If you are uncertain about an item's age, just put condition
- For all items that are covered for **Replacement Cost Value**, unless insurer relaxes or waives the requirement, you often actually replace and submit proof to recover withheld/held back benefits

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Item #	Room	Brand or Manufacturer	Model#	Item Description	Quantity Lost	Item Age (Years)	Item Age (Months)	Condition	Cost to Replace Pre-Tax **(each)**	Total Cost
174	Living Room			textbook	1.00	2.00			79.00	79.00
175	Living Room			blow up pool tube	1.00	0.00	6		30.00	30.00
176	Living Room	Nike/Adidas/and1		Nike/Adidas/and1 , men's sweatpants	10.00	2.00			33.99	339.90
177	Living Room	golf		golf , men's dress pants	1.00	0.00	6		69.99	69.99
178	Living Room	classic fashion		classic fashion , men's dress pants	1.00	0.00	6		56.99	56.99
179	Living Room	apt 9		apt 9 , men's dress pants	1.00	2.00			59.00	59.00
180	Living Room	croft and barrow		croft and barrow , men's pajama pants	7.00	3.00			19.99	139.93

Negotiation

Liberty Mutual INSURANCE

Liberty Mutual

New England Region
PO Box 1053
Montgomeryville, PA 18936-1053
Office: (800) 566-0323
Fax: (866) 479-8438

Description	Qty	Unit Price	Estimate Amount	Additional	Replacement Cost Value	Depreciation	Actual Cash Value
17. Shirt - Men's - Casual - Standard grade	7.00 EA	$11.00	$77.00	$4.89	$81.89	-$30.71	$51.18
Orig. Desc. - customs men's tee shirt							
18. Calculator	1.00 EA	$21.00	$21.00	$1.33	$22.33	-$8.93	$13.40
Orig. Desc. - large electric calculator							
19. Tie / Necktie - Men's - High grade	1.00 EA	$21.00	$21.00	$1.33	$22.33	-$11.17	$11.16
Orig. Desc. - Pierre Jacques , men's silk tie							
Brand: Pierre Jacques							
20. Sweater - Ladies' - High grade	1.00 EA	$22.00	$22.00	$1.40	$23.40	-$5.85	$17.55
Orig. Desc. - basic additions , women's turtle neck							
Brand: basic additions							

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Example

State Farm Personal Property Estimate		
Line Item (Item #)	1	3
description	bath towel	roomba
Replacement Cost (RC)	$ 18.08	$ 478.58
Actual Cash Value (ACV)	$ 7.23	$ 430.72
Estated Remaining	$ 10.85	$ 47.86

Receipt Example		
Item	bath towel	roomba
cost on receipt of replaced item (of similar kind) (original cost)	$ 15.50	$ 499.99
receipt number (you number these receipts)	1	2

Item #	Description	RC	ACV	Original Cost	amount recoverabl	Receipt
1	towel	$ 18.08	$ 7.23	$ 15.50	$ 8.27	1
3	roomba	$ 478.58	$ 430.72	$ 499.99	$ 47.86	2
					$	

Remember: The amount of money you are owed is the lesser of (1) the “original cost” (cost to buy item new) or (2) the agreed upon RC amount

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Age is not everything!

Other factors impact depreciation and should be considered where applicable:

- Quality of the item
- Frequency of use
- Care given to the item
- Condition of the item

If you are unsure of an item's age, describe the condition ("excellent", "like new", etc.), which would reflect the quality, frequency of use, and care given to the item. Only you know the condition of the items that were destroyed.

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Remaining Life Expectancy

Even if an item was old, it may have been in good to excellent condition. You can argue that depreciation should be based upon the “Remaining Life Expectancy” of an item, not the age of the item.

Example: You may have had an old leather couch rarely used and well cared for. According to the insurer’s depreciation schedule, the couch should have depreciated 5% each year. However, in your case, since the couch was rarely used, it is like new. You can argue little depreciation should be taken, since it was in like new condition.

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Age & Condition

Based On Age And Condition:

Family with no children.

Five year old sofa, **maybe 20%**

Family with kids and pets.

Five year old sofa, **maybe 80%**

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Washington - Depreciation

In Lains v. American Family Mutual Insurance Company,1 a federal district court in Washington considered two issues involving actual cash value:

- *whether American Family improperly considered age in depreciating the insureds' personal property loss, and*
- *whether American Family improperly depreciated labor costs as applied to the insureds' dwelling loss.*

The district court reasoned that the policy's definition of actual cash value was clear and unambiguous: depreciation can be determined by physical deterioration and obsolescence, but not age.

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Be aware of excessive depreciation

- Negotiate **depreciation** and **ACV** hold-backs on a case-by-case basis to reflect the condition of each item
- **Depreciation** guides can help you determine the value of your contents. “www.claimspages.com” offers a list of standard depreciation amounts that you can view or print out free of charge (**“Documents” tab, then search “Depreciation Guide”)**
- Visit www.uphelp.org/samples for consumer-oriented depreciation guides
- www.claimspage.com also has a depreciation calculator and free depreciation guide you can download.

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Deep Breath

6. Protect yourself

Never intentionally claim items you did not have.

- People often believe that they need to "pad" their claim in order to get a fair settlement
- They feel their adjuster will lowball pricing so they "go high" by inflating the value, quality or quantity of damaged or destroyed items to counter the lowballing
- Innocent mistakes are very common on claim related inventories and forms and do not amount to insurance fraud
- Insurance fraud (intentional misrepresentation) is a felony
  - Claiming items you did not have can jeopardize your entire claim and subject you to severe legal penalties
- If your insurance adjuster or company believes you are substantially "padding" or inflating your claim, the path to a fair and prompt settlement will be fraught with delays and obstacles

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Be organized

- Save all receipts (recommend scanning or photocopying and emailing, so you have a copy for your records)
- Document and track all insurance **contents** claim communications
- Open a separate bank account when replacing items if possible
- Track all **contents** payments

(https://www.uphelp.org/pubs/insurance-accounting-spreadsheet)

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Be strategic

You're unlikely to replace everything you lost and it is a hassle to have to keep providing receipts over time, so try to maximize your **ACV** payments by arguing for lower **depreciation**, especially on the big ticket items and identifying the true **replacement cost** of items at standard, not discount retailers.

Some total loss claimants work on their contents lists over a year, and that is OK. Your insurance claim has many moving parts, so prioritize and take your time.

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Be politely assertive

Your insurance company cashed your premium payment checks in return for promising you three things: 1) Peace of mind, 2) Loss reimbursement, and 3) Prompt claim service.

Your contract with your insurer entitles you to all three of these things. Your rights under the contract are protected under the laws of your state.

The best way to stay on track is to keep good notes in your claim diary of what has been agreed to and what is still being worked out.

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Best Practices – Communication

- Get it in WRITING!
  - If the initial communication is not in writing, put it in writing back to your adjuster to confirm your understanding
- Keep it professional
- Be concise and to the point
- **Bold** or bullet your requests
- Use proper grammar and punctuation
- Promptly respond to letters and reasonable requests
- Avoid venting frustrations and emotions to your adjuster

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Do what's best for you and your family

- No one but you can assess your tolerance for this process
- Some may need/desire to recover every dollar in their contents coverage to be made whole
- Some may settle for less, knowing they are leaving money on the table
- Choose the best path for your family and your finances

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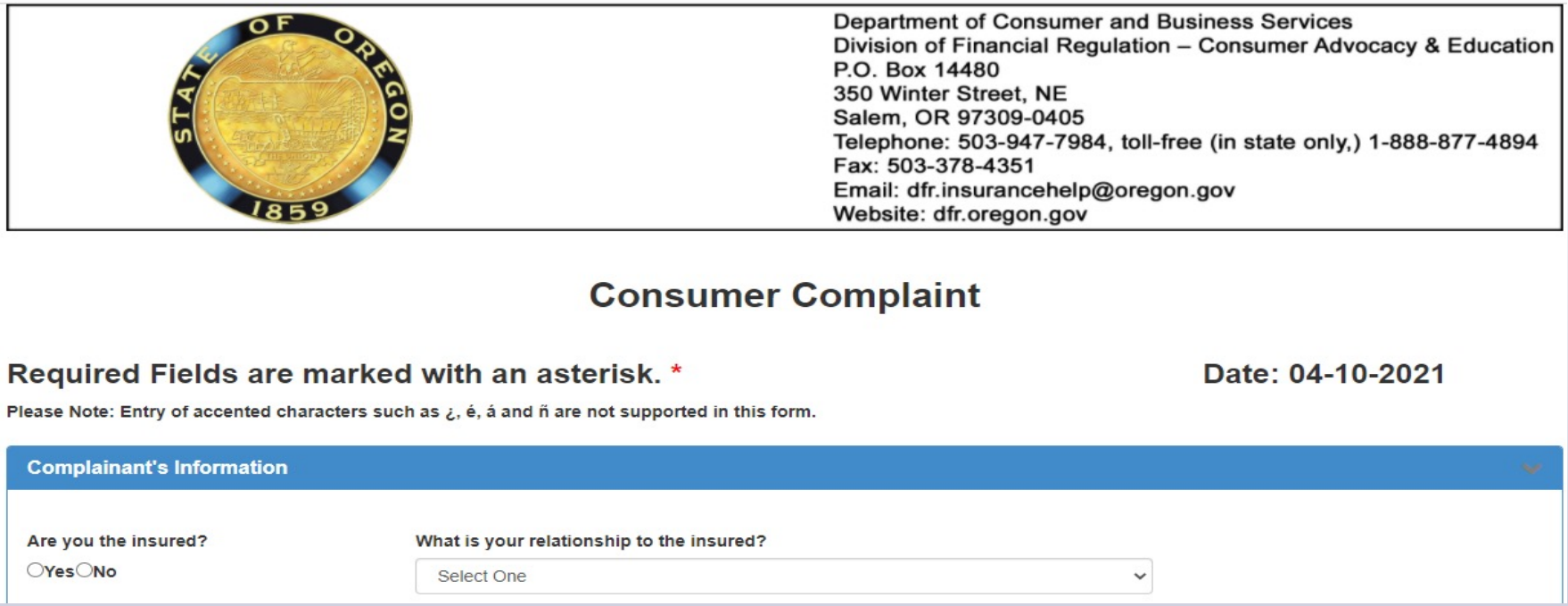
Oregon State Insurance Commission

https://dfr.oregon.gov/insure/home



Department of Consumer and Business Services
Division of Financial Regulation – Consumer Advocacy & Education
P.O. Box 14480
350 Winter Street, NE
Salem, OR 97309-0405
Telephone: 503-947-7984, toll-free (in state only,) 1-888-877-4894
Fax: 503-378-4351
Email: dfr.insurancehelp@oregon.gov
Website: dfr.oregon.gov

Consumer Complaint

Required Fields are marked with an asterisk. *

Date: 04-10-2021

Please Note: Entry of accented characters such as ¿, é, á and ñ are not supported in this form.

Complainant's Information

Are you the insured?
○Yes○No

What is your relationship to the insured?
Select One

- Visit: dfr.oregon.gov: http://www.dfr.oregon.gov//
- File Complaint Online: https://dfr.oregon.gov/help/complaints-licenses/Pages/file-complaint.aspx
- Consumer Hotline: 888-877-4894 (toll-free)
- Email: dfr.Insurancehelp@oregon.gov

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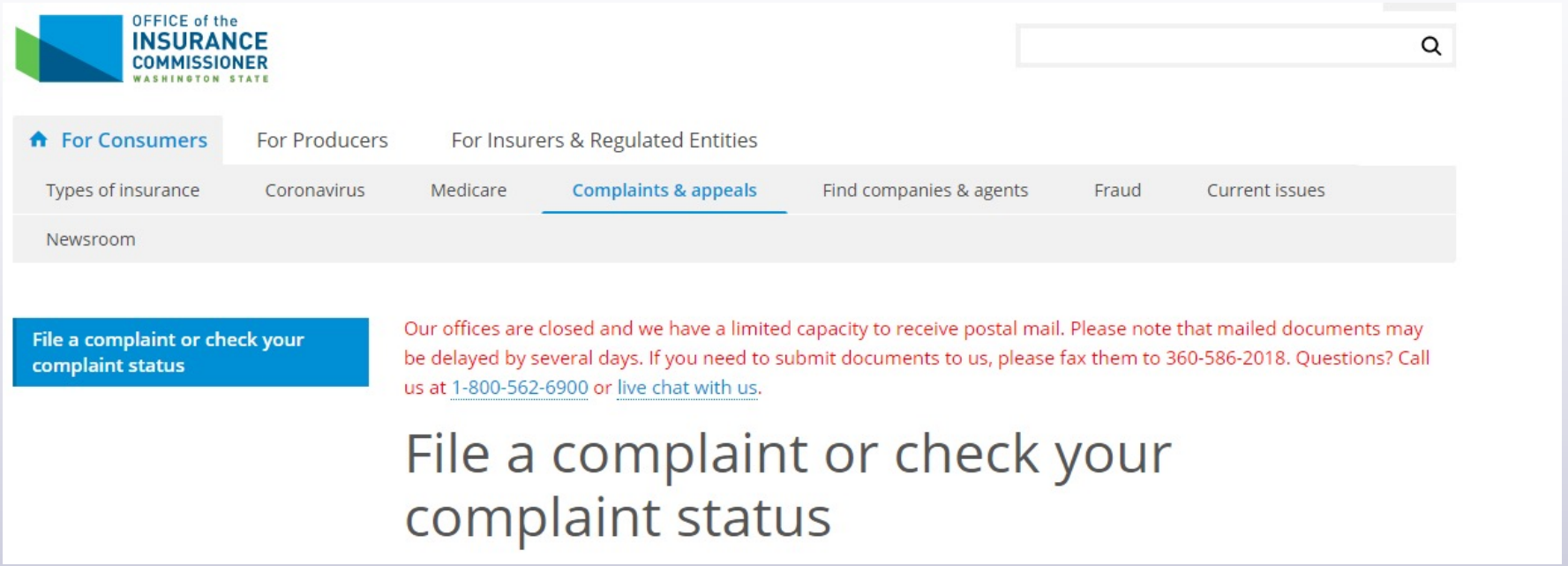
Washington State Insurance Commission

www.insurance.wa.gov/ask-us-insurance-question



- Call: 1-800-562-6900
- Online: www.insurance.wa.gov
- Live Chat: www.insurance.wa.gov/chat-us

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Thank You Oregon and Washington Funders

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Stay connected to other Disaster Survivors

- Join our Survivor to Survivor Forum on the 1st and 3rd Tuesday of month at 7 pm PT/ 8 pm MT
- Great source of information about:
  - Insurance
  - Negotiation and Financial strategies
  - Referrals and warnings re: professionals
- Important source of emotional support
  - No one else understands your challenges and emotions like another survivor

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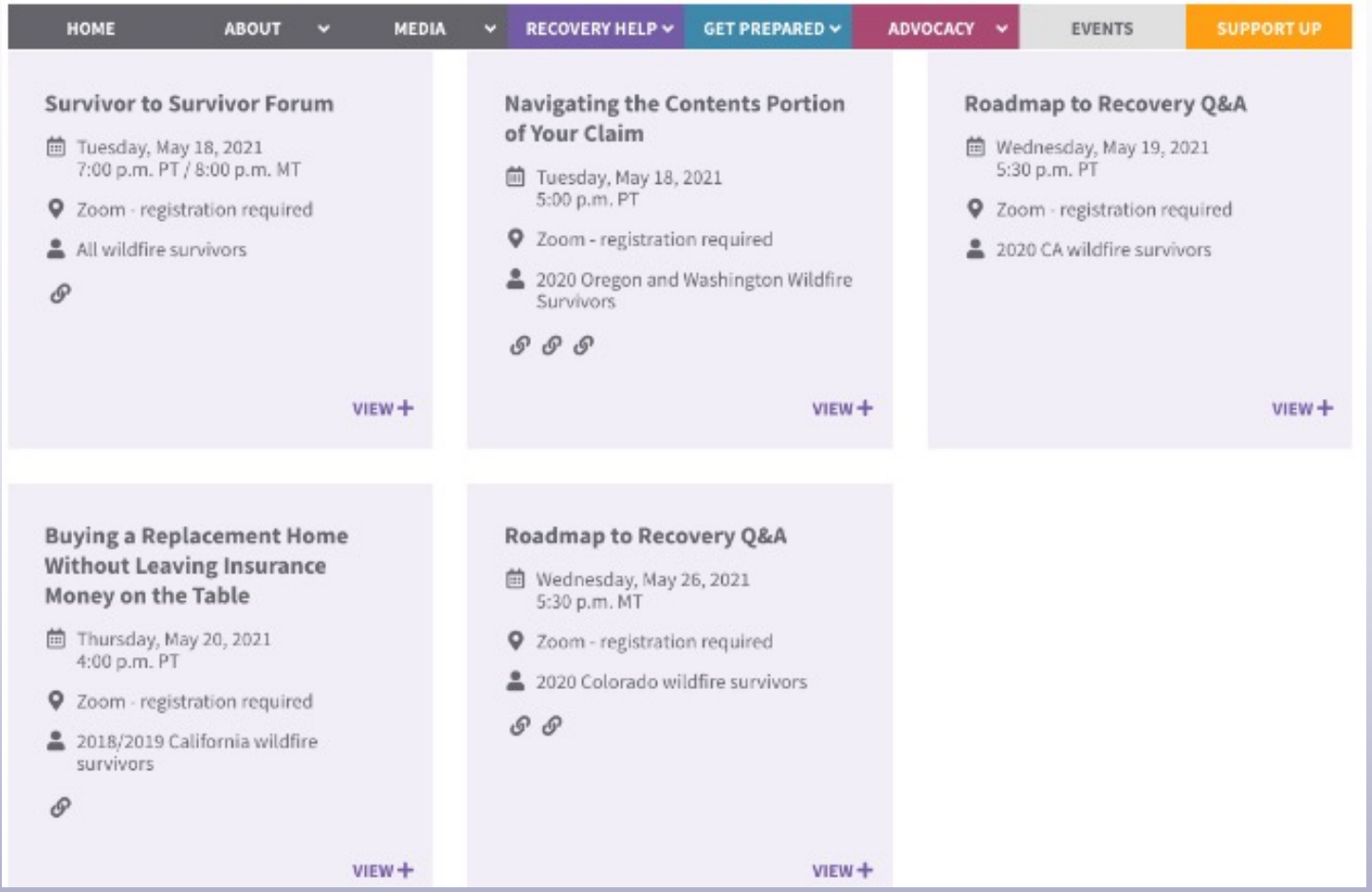
Upcoming Roadmap to Recovery™ Events
www.uphelp.org/events



Register for upcoming events.
View recordings of past events and related resources.

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For more information

If you still have questions, visit UP's website and search for more claim tips, articles and helpful info at:

www.uphelp.org

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