How to Read Your Home Insurance Policy, Understand and Calculate Available Benefits
February 9, 2022
Virtual Workshop/Webinar #2
Esta reunión cuenta con interpretación al español

Para activar la interpretación, vaya a la parte baja a la derecha de su pantalla y haga clic en el icono o símbolo global titulado Interpretación/Interpreting.

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

Gracias
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
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 Certified Financial Planning experts
    • Construction and Real Estate professionals
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
  – Fighting for insurance consumer rights and protections
R2R guidance and tools

“The Little Yellow Book”

Email info@uphelp.org to have a copy mailed to you.

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Upcoming Roadmap to Recovery® Events

Survivor to Survivor Forum
Tuesday, February 15, 8:00 p.m. MT
Register: www.uphelp.org/feb15

Understanding Your Dwelling Claim
Wednesday, February 16, 6:00 p.m. MT
Register: www.uphelp.org/feb16

Taxing Matters for Wildfire-Impacted Households
Wednesday, February 23, 4:00 p.m. MT
Register: www.uphelp.org/feb23

www.uphelp.org/events
Register for upcoming events.
View recordings of past events and related resources.

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Marshall Fire Help Library
www.uphelp.org/marshallfire/

- Colorado 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/events

DISASTER RECOVERY HELP


2021 Marshall Wildfire – Insurance and Recovery Help
The Marshall Fire has affected many Boulder County residents, leading Governor Polis to declare a state of emergency. For the most current information from the Boulder Office of Emergency Management on restrictions, evacuations, and other emergency messages, click here. FEMA has declared the Marshall Fire as a Declared Disaster. We urge all insured Disaster Survivors to register with FEMA. You may find out you need additional assistance.

We encourage all survivors to visit the Disaster Assistance Center at:
1755 South Public Road, in Lafayette, CO
The DRC will be open from 9am – 7pm.
United Policyholders resources are available at the DAC.

Through our Roadmap to Recovery® program you can access free, trustworthy help navigating the process of returning to a wildfire damaged area, repairing and replacing damaged and destroyed property, and collecting all available insurance funds.

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The Fine Print

• This workshop is intended to be information and general guidance only, not legal advice.

• If you have a specific legal question, consult an experienced attorney.

• We do not endorse or warrant any of the sponsors listed at www.uphelp.org or volunteers that present at our events.
Today’s Presenters

Amy Bach, Esq.
Co-Founder and Executive Director, United Policyholders

Sandra Watts
R2R Insurance Specialist, United Policyholders

Tracy Garceau
Lead Insurance Analyst, CO Division of Insurance
Amy Bach

- A professional insurance consumer advocate since 1984
- Published author, trial and regulatory attorney
- Co-founder, United Policyholders
- Official consumer representative:
  - National Association of Insurance Commissioners
  - Federal Advisory Committee on Insurance (US Treasury)
  - American Bar Association Standing Committee on Disaster Response
Sandra Watts

- Insurance Specialist, Roadmap to Recovery Program
- 30+ years experience in Insurance claims and claims management
- Appointed Member, CA DOI Curriculum Board
- IICRC Certified Master Fire & Smoke, Water Restoration Technician & Microbial Remediation
- CPIA - Certified Property Insurance Appraiser & Umpire

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Tracy Garceau

• **Lead Insurance Analyst**, Consumer Services, DORA, Colorado Division of Insurance

  • tracy.garceau@state.co.us

  • 303.894.7803
Division of Insurance

Marshall Fire Response Website
doi.colorado.gov/marshall-fire-response
Resources, FAQs, Information from Boulder County, Town Hall info
Questions or concerns: Call the Colorado Division of Insurance at 303-894-7490 or email us at DORA_Insurance@state.co.us
Insurance is a vehicle

- To get you back (as close as possible to) where you were before your loss, but it won’t drive itself

- You’ve paid for coverage and good claim service. UP is here to help you get both
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...
Give your insurance company a chance to do the right thing, BUT, don’t be a pushover
When interacting with an adjuster or insurance company rep

Two words describe the approach most likely to get you what you need:

POLITE
ASSERTIVENESS
A claim journal is very important

- Your claim journal will help you stay organized and keep moving forward.
- It is very likely that the first adjuster assigned to your claim will be replaced and you’ll be dealing with others over time.
- Creating a written record prevents delays and frustration and is a paper trail of how the insurer is handling your claim.
Today’s topics

• Digging into your insurance policy
• Determining all available benefits
• Understanding lingo/policy terms
• Depreciation, code upgrades, extended benefits
Get a complete & current copy of your home insurance policy

Request policy in writing, ask for a “certified” copy to be sure it’s current and complete. Your insurer must provide it to you w/in 3 days of your request, 30 days for a certified copy. UP sample letter/CO DOI can help.

- You need the “Declarations Page” and the entire contract, including ALL:
  - Endorsements
  - Riders
  - Notice/Compliance pages

- Make a working copy to highlight and write notes on
Within ten (10) days of a policyholder’s request, insurance companies shall provide a written explanation of the coverages and coverage limits applicable to the loss:

- A description of each property coverage, including any special limits or additional coverages, applicable to the loss

- Payment requirements or limitations under each applicable coverage;

- Documentation requirements for each applicable coverage; and

- Whether the additional applicable coverages are subject to or in addition to the applicable limit of coverage.
Mobile/Manufactured homes

• Similar language as HO policies
• Use the same method to determine coverage
• Generally have the same 4 “buckets” of coverage (A, B, C, D)
• Valuation of damaged or destroyed home is often difficult (RC versus ACV)
• Sometimes issues over title to home
Renter’s policies

Very similar language to HO policies, EXCEPT:

• Do NOT cover the structure, or exterior, of your home

• Obligation to clean and repair the structure is the landlord’s responsibility

• Coordinate with your landlord to have building cleaned first, then your contents, or hire same remediation firm to do at the same time

• Remind your adjuster that the time to repair the structure is out of your control – you need ALE!
Speak “UP”

• Know your policy. When an adjuster tells you about a requirement or limitation, ask them:
   – “Please show me where it says that in my policy?”
• Present your requests clearly and in writing (email counts)
• Explain what you need, when you need it, and why you are entitled to it
• Keep a Claim Journal to refresh your memory
   – Who you talked to, the number you called, date and time, what was said
Decision points

• Is available coverage (including all adjustments and extensions in your policy) enough to replace the home you had?
• Replace by buying vs. Rebuilding?
• If underinsured, what are your options?
  — Negotiate an above limits settlement
  — Build smaller/cheaper/creatively
  — Buy instead of rebuild (ACV v RC)
  — Loans, savings
  — Participate in a group rebuild
  — File/join a lawsuit
Declarations page

• The “key” to all your insurance payments
• Not all declarations pages look the same
• They should all contain:
  – Name of **Insured**
  – Location of insured property
  – Effective date - also called policy period
  – Major coverages and their limits of liability
  – Policy forms and endorsement forms
  – Deductibles (or deductibles)
  – Mortgagee information

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**Homeowners Declaration Page**

**AMCO INSURANCE COMPANY**

**HOMEOWNERS POLICY**

**AGENCY**
INSURANCE SVCS CA

**CONTINUATION DECLARATIONS**

The limit of liability for the coverage(s) (Coverage(s)) in this document (Document) is based on the amount of the premium paid for that coverage(s) and the amount of any deductible or loss exclusion in your area, and specific information that you have provided to us.

**NAME INSURED AND ADDRESS**

HOMEOWNER, JOE
1234 CREEK ROAD
ANY TOWN, CA. 23456

**PREVIOUS POLICY NUMBER**
HA 00111111111
JOE'S MORTGAGE LLC ISSAOA

**POLICY NUMBER**
HA 00111111111
**ACCOUNT NUMBER**

Policy Period
From 06-14-19 to 06-14-19
12:01 AM Standard Time
Effective Date of Change: 

**COVERAGE AND LIMITS OF LIABILITY**

<table>
<thead>
<tr>
<th>SECTION I</th>
<th>A. DWELLING</th>
<th>B. OTHER STRUCTURES</th>
<th>C. PERSONAL PROPERTY</th>
<th>D. LOSS OF USE</th>
<th>E. PERSONAL LIABILITY</th>
<th>F. MEDICAL PAY FOR EACH PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>216,600</td>
<td>21,600</td>
<td>147,600</td>
<td>216,600</td>
<td>147,600</td>
<td>147,600</td>
</tr>
<tr>
<td>FOR LOSSES ARISING UNDER SECTION I, WE WILL PAY ONLY THAT PART OF THE LOSS IN EXCESS OF $250.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGE**

<table>
<thead>
<tr>
<th>SPEC CODE</th>
<th>DESCRIPTION</th>
<th>PREMIUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>H03</td>
<td>Special Form</td>
<td>1,097.00</td>
</tr>
<tr>
<td>H056</td>
<td>Cash Work Comp</td>
<td>123.47</td>
</tr>
<tr>
<td>125074</td>
<td>Per Prop Repl</td>
<td>125074</td>
</tr>
<tr>
<td>H0215</td>
<td>Per Alarm Prot</td>
<td>22.00</td>
</tr>
<tr>
<td>4358HIN</td>
<td>Loss of Use Pay</td>
<td>4358HIN</td>
</tr>
<tr>
<td>IN2094</td>
<td>Consumer Info</td>
<td>IN2094</td>
</tr>
<tr>
<td>IN2499</td>
<td>Important Notice</td>
<td>IN2499</td>
</tr>
<tr>
<td>IN4100</td>
<td>Important Notice</td>
<td>IN4100</td>
</tr>
<tr>
<td>IN7706</td>
<td>Important Notice</td>
<td>IN7706</td>
</tr>
<tr>
<td>IN7722</td>
<td>Important Notice</td>
<td>IN7722</td>
</tr>
</tbody>
</table>

**TOTAL PREMIUM**
1,185.00

**Additional Risks Covered by Insurance**

Mortgage Loss, Payer or Other Interest

**AMCO INSURANCE COMPANY**

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Anatomy of a policy

- Definitions
- Coverages
- Additional Coverages
- Losses Insured
- Losses Not Insured (Exclusions)
- Loss Settlement Provisions
- Conditions

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Definitions – Examples

4. "insured" means you and, if residents of your household:
   a. your relatives; and
   b. any other person under the age of 21 who is in the care of a person described above.

1. “actual cash value” means fair market value or what a willing buyer would pay a willing seller immediately before the loss where neither party has an urgent need to engage in the transaction.

2. “building structure” means a structure with walls and a roof.

13. "Actual Cash Value" means:
The cost to repair or replace Covered Property, at the time of loss or damage, whether that property has sustained partial or total loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence.

State Farm

CSAA

Nationwide
Deep breath
“Buckets” of coverage

• The letters (A, B, C, D) differ by company and usually consists of:
  – COVERAGE A – Dwelling
  – COVERAGE B – Dwelling Extension
  – COVERAGE C – Personal Property
  – COVERAGE D – Loss of Use (ALE)

State Farm uses the label “B,” not “C” for contents/personal property

Renter’s policies are the same, just without Coverage A

Mobile/manufactured homes generally have the same 4 “buckets” of coverage (A, B, C, D)
**Homeowners Declarations Page**

**Coverages and Limits of Insurance**: Insurance is provided for the following coverages only when a limit is shown. The limit of liability for this structure (Coverage A - Dwelling) is based on an estimate of the cost to rebuild your home, including an approximate cost for labor and materials in your area, and specific information that you have provided about your home.

<table>
<thead>
<tr>
<th>Section I</th>
<th>Section II</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong> Dwelling</td>
<td><strong>E</strong> Personal Liability</td>
</tr>
<tr>
<td><strong>B</strong> Other Structures</td>
<td>(Personal Injury &amp; Property</td>
</tr>
<tr>
<td><strong>C</strong> Personal Property</td>
<td>Damage)</td>
</tr>
<tr>
<td><strong>D</strong> Loss of Use</td>
<td>Each Occurrence Each Person</td>
</tr>
<tr>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td>$300,200</td>
<td>$225,200</td>
</tr>
<tr>
<td>$30,100</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

*Section I Only:*

*Section II: Additional Residence Premises if any located: (Number, Street, City, State)*

This policy does not provide Earthquake Insurance.
This policy does not provide Flood Insurance.

**Basic Policy Premium**
- Forms and Endorsements made part of this policy at time of issue.
  - Homeowners Policy - Special form - $1000 Deductible (HO-3).
  - Name Change Endorsement (60 1000 12 13).
  - Lender's Loss Payable Endorsement (438 BFUNS).
  - Limited Home Replacement Cost Endorsement - 150% of Cov A (HO-28).
  - Replacement Value Endorsement Personal Property (HO-29).
  - $1000 Deductible (HO-60).
  - Workers' Compensation & Employers' Liability - CA (HO-90).
  - Private Residence Employees - Class 0910.

**Building Code Upgrade Limit** - $75,050.00

**Discounts/Benefits Applied:**
- 10% Fire/Burglar Alarm; AAA
- Membership; Multi-Policy

**Total Policy Premium**

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# Renters Declarations Page

## Lemonade

![Image of Lemonade renters declarations page](image)

- **Policy Number:** [Redacted]
- **Policy Start Date:** Nov 13, 2019 12:01am
- **Policy Expires On:** Nov 13, 2020 12:01am
- **Name of Insured:** [Redacted]
- **Insured Property Address:** [Redacted]
- **Insured Email:** [Redacted]

## Coverage Summary

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Maximum Amount</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property</td>
<td>$10,000</td>
<td>Included</td>
</tr>
<tr>
<td>Loss Of Use</td>
<td>$9,000</td>
<td>Included</td>
</tr>
<tr>
<td>Personal Liability</td>
<td>$100,000</td>
<td>Included</td>
</tr>
<tr>
<td>Medical Payments To Others</td>
<td>$1,000</td>
<td>Included</td>
</tr>
<tr>
<td>Changes to Your Policy (See next page)</td>
<td>$1.67</td>
<td></td>
</tr>
<tr>
<td>$250 Deductible</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td><strong>Total Premium</strong></td>
<td><strong>$98 ($8.17/mo)</strong></td>
<td></td>
</tr>
</tbody>
</table>


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Coverage A – Dwelling

Your actual dollar coverage for Coverage A may be higher than the amount stated on your Declaration Page because your policy may contain increases via “endorsements”. The extras should be explained in your policy wording.

Coverage A limit here is $300,200
Coverage A – Examples

In general, covers the main house, and most pay for construction materials on the premises. Some cover other attached structures, and some do not.

Coverage A – Dwelling

We Cover Under Coverage A – Dwelling:

1. the dwelling on the **residence premises** shown in the Declarations used principally as a private residence, including structures and carpeting permanently affixed to the dwelling; and
2. materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration or repair of the dwelling or other structures on the **residence premises**.

We Do Not Cover Under Coverage A – Dwelling:

1. any structure including fences or other property covered under Coverage B – Other Structures;
2. land, including the cost to replace, rebuild, stabilize or otherwise restore or protect the land.

Coverage A - Dwelling

1. **Dwelling.** We cover the dwelling used principally as a private residence on the **residence premises** shown in the Declarations.

   Dwelling includes:
   a. structures attached to the dwelling;
   b. materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration or repair of the dwelling or other structures on the **residence premises**;
   c. foundation, floor slab and footings supporting the dwelling; and
   d. wall-to-wall carpeting attached to the dwelling.
Coverage B – Other Structures

• Also called “Dwelling Extension”
• Usually limited to 10% of Coverage A limit
• Some companies let you increase this $
• What qualifies varies quite a bit by company
• Some items that are “other structures” under one policy, might be landscaping under another policy
Coverage B – Other Structures

Structures on your property that are not physically attached to the house; detached garage, retaining wall, fencing, gazebo…

This policy includes $30,100 for other structures

<table>
<thead>
<tr>
<th>Section I</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Dwelling</td>
</tr>
<tr>
<td>$300,200</td>
</tr>
</tbody>
</table>

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Coverage B – Examples

2. Dwelling Extension. We cover other structures on the residence premises, separated from the dwelling by clear space. Structures connected to the dwelling by only a fence, utility line, or similar connection are considered to be other structures.

   We do not cover other structures:
   a. not permanently attached to or otherwise forming a part of the realty;
   b. used in whole or in part for business purposes; or
   c. rented or held for rental to a person not a tenant of the dwelling, unless used solely as a private garage.

Coverage B (Separate Structures)
We insure separate structures.

We do not insure:

1. separate structures which are intended for use in business or which are actually used in whole or in part for business purposes by an insured or any other person;

2. separate structures used principally for the storage of business property; or

3. separate structures rented or held for rental to any person who is not a tenant of the dwelling, unless used solely as a private garage.

34. Separate structure - means:
   a. those structures, including buildings and building structures, on the residence premises set apart from the dwelling by clear space or structures only connected to the dwelling by a fence, wall, sidewalk, walkway, driveway, patio, decking or utility line or similar connection; and
   b. all fences, walls not part of a building, sidewalks, walkways, driveways, pools, pool cages, piers, wharfs, boat docks and spas on the residence premises, whether or not abutting or connected to the dwelling.

Remember the definitions?
Here’s when you need them!
(Farmer’s Smart HO)
Coverage C – Contents

Visualize taking the roof off your home, turning it upside down, and shaking your house, whatever falls out is personal property

This policy includes $225,200 for personal property

<table>
<thead>
<tr>
<th>Section I</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dwelling</td>
<td>Other Structures</td>
<td>Personal Property</td>
<td>Loss of Use</td>
</tr>
<tr>
<td></td>
<td>$ 300,200</td>
<td>$ 30,100</td>
<td>$ 225,200</td>
<td>$ 120,100</td>
</tr>
</tbody>
</table>
Coverage C – Contents

• Covers personal property / contents owned by the insured while it is anywhere in the world
• May cover guests’ property if destroyed at your home
• Many items subject to specific coverage limits
COVERAGE C - Personal Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured";
2. A guest or a "residence employee," while the property is in any residence occupied by an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or $1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.
Some common contents limits include:

- Money - $150 - $500
- Securities - $1,500
- Business Property - $500 - $2,500
- Watercraft - $1,500
- Trailers - $1,500
- Computers/Electronic Equipment - $5,000

Other items (jewelry, firearms) have special theft limits that don’t apply to fire.
Contents – Property not covered

• Items that are specifically insured elsewhere (i.e., jewelry, art w/own coverage)
• Animals, birds, and fish
• Property of tenants, roomers, or boarders
• Motor vehicles (exceptions for certain vehicles not registered for use on roads and/or for handicapped assistance)
• Recreational vehicles
Coverage D – ALE / Loss of Use

• Coverage, limits and terminology vary by company
  – Labels for this bucket include: Loss of use, Additional Living Expense, Temporary Living Expense
  – An advance, then reimbursement for incurred costs (submit receipts), is typical

• Policy language determines how much you’re entitled to and for how long after your loss
  – Fair Market Value of destroyed home OR
  – Rent for a comparable temporary residence OR
  – “Actual Loss Sustained”
  – 12, 24 months or no limit (as incurred)

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No $ limit on ALE permitted in CO, but…

Some policies contain a dollar limit in violation of the law

12 versus 24 months of ALE

If your home was your primary residence, Colorado law requires that your homeowner’s policy cover at least 12 months of ALE.

You **should** have been offered 24 months when your policy last came up for renewal

UP survey data from 2020 fires showed many people still have 12 mos and may not have been offered 24
Coverage D – Loss of Use

Note: Colorado law requires a min. of 12 months but your insurer should have offered you an option to buy 24 months at point of sale

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ALE vs. Fair Market Value (FMV)

**ALE** – Actual additional costs incurred to maintain your standard of living.

**FRV** – A negotiated amount, based upon the fair rental value of the home you lost.

Check your policy to see which applies.

If you don’t have FRV, you can always ASK for it – the worst they can say is “no”.

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Break down ALE language

When a **Loss Insured** (FIRE!)

Causes the **residence premises** (your house)

To become uninhabitable (unfit to live in)

If this is met, you will be owed ALE under most policies

Some policies say that it has to be YOUR property damaged – others don’t!
What are you owed?

• **INCREASED COST** – over and above what you NORMALLY spend

**EXAMPLES:**

– If you own your home, you must continue to pay your mortgage. Thus, rent on your temporary home is an increased cost
– If you usually rent, and pay $1,500 per month, but now pay $2,000, the additional $500 is an increased cost
– If your monthly food costs are $500, and now you have to eat out, and your costs are $1,000, then the additional $500 is an increased cost
– If your utility bill was $150/month, but is now included with your rent, then your insurer might deduct that since you are saving
– Your insurer will ask you to provide an estimate of the amounts you spend monthly on certain items

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What are you owed?

• **MAINTAIN YOUR STANDARD OF LIVING** – you are entitled under the terms of your policy to live at the same standard as before the loss

• **EXAMPLES:**
  – Single family home, condominium or townhouse, same number of bedrooms, bathrooms, amenities, air conditioning, even a swimming pool, if you had one before!
  – Same standard type of neighborhood – i.e. gated community, rural with some land, high rise, etc.

• **HOW LONG?** – shortest time to repair, replace or for your household to settle elsewhere
What qualifies?

- Rent for temporary housing
- Renters insurance policy
- Extra miles
- New account “set up” fees at temp. housing
- Photo copies and mailing expenses related to claim
- Moving costs
- Pet boarding costs

Ask your adjuster for their list.
ALE options

Scarce temporary housing resources necessitates ALE creativity for many people. But if you have an “Actual Loss Incurred” policy (no $ limit), buying a temporary (not long term suitable) place to live will cut off your benefits

• Ask for FRV versus “as incurred”
• Negotiate a lump sum
• Purchase a 5th wheel or recreational vehicle
• Use ALE funds to buy tiny home or other temporary dwelling
Deep breath
Additional Coverages

- Debris Removal
- Trees/Plants/Shrubs
- Temporary Repairs
Debris removal

• Photograph debris before it gets taken away, but be safe if sifting
• Try to target still-recognizable items in photos
• Save the photos where you’ll be able to find them later
• 5% coverage is common.
• Policies differ on whether it’s an additional 5% of A above A payout, or an available 5% OF the amount available for A.
• Can use private contractor, or consolidated FEMA program, at your choice
• Make sure private firm can comply with County requirements for removal & disposal of toxic substances
• Additional 5% for contents debris is often overlooked
• Does it cover or exclude the cost of removing dead Trees/Shrubs/Plants?
Debris removal – Examples

State Farm & Farmers

1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 3, Trees, Shrubs and Other Plants.

We will also pay up to $500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the **residence premises** when the tree has caused a Loss Insured to Coverage A property.

5. **Debris Removal.**

We will reimburse you for the reasonable and necessary expenses you incur to remove debris caused by or resulting from covered loss or damage.

If the amount of loss or damage, including reimbursable debris removal expense, exceeds the applicable Coverage A, B or C **stated limit** for the type of damaged property, we will reimburse you up to an additional 5% of the applicable **stated limit** for the excess reimbursable debris removal expense you have incurred. This is additional insurance which is excess of the applicable Coverage A, B or C **stated limit**. No deductible applies to this Extension of Coverage.

Debris removal does not include and we will not reimburse any expenses incurred by you or anyone acting on your behalf to:

a. remediateg any contamination; or
b. remove, restore or replace any **contaminated** land, water, air, buildings, structures or personal property, either on or off the **residence premises**.

This coverage does not apply to any debris removal of any tree, shrub, plant or lawn, unless the tree, shrub, plant or lawn first damaged covered Coverage A or B property. Then the removal of the tree, shrub, plant or lawn will be included in this Debris Removal coverage.
Trees, plants, & shrubs

- Covers specified landscaping damaged or destroyed
- Usually only covers specific perils – i.e., fire
- Generally adds an additional 5% of coverage
- Includes debris removal for trees
- Cross reference with Debris coverage

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3. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft. Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than $500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes. This coverage is additional insurance.

6. Trees, Shrubs, Plants and Lawns.

Subject to the limitations set forth in Section I - Uninsured Loss or Damage and Excluded Causes of Loss or Damage, we cover trees, shrubs, plants and lawns on the residence premises for accidental, direct physical loss or damage resulting from the following perils:

a. fire or lightning;

b. explosion resulting from combustion;

c. riot or civil commotion;

d. aircraft and vehicles, not owned or operated by any insured;

e. vandalism or malicious mischief; and

f. theft.

Property grown for business purposes is not covered.

The limit for this coverage, including any necessary debris removal, for any one loss event will not exceed 5% of the Coverage A stated limit. No more than $750 will be paid for any one tree, shrub or plant. This coverage is additional insurance and is not subject to the Coverage A stated limit.

Except as provided therein, debris removal for trees, shrubs, plants and lawns is not covered under Section I - Extensions of Coverage, Debris Removal.
Base limits + endorsements + policy wording = your max available benefits

<table>
<thead>
<tr>
<th>Section I</th>
<th>Section II</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Dwelling</td>
<td>E Personal Liability (Personal Injury &amp; Property Damage)</td>
</tr>
<tr>
<td>$ 300,200</td>
<td>Each Occurrence</td>
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<tr>
<td>$ 30,100</td>
<td>$ 1,000,000</td>
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<tr>
<td>$ 225,200</td>
<td>Each Person</td>
</tr>
<tr>
<td>$ 120,100</td>
<td>$ 1,000</td>
</tr>
</tbody>
</table>

Section I Only:

Section II: Additional Residence Premises if any located (Number, Street, City, State)

This policy does not provide Earthquake Insurance.
This policy does not provide Flood Insurance.

Basic Policy Premium
Forms and Endorsements made part of this policy at time of issue.
- Homeowners Policy - Special form - $1000 Deductible (HO-3).
- Name Change Endorsement (60 1000 12 13)
- Lender's Loss Payable Endorsement (448 REUNS).
- Limited Home Replacement Cost Endorsement - 150% Of Cov A (HO-28).

Replacement Value Endorsement Personal Property (HO-29).
$1000 Deductible (HO-60).
- Workers' Compensation & Employers' Liability - CA (HO-90).
- Private Residence Employees - Class 0910.

Building Code Upgrade Limit - $75,050.00

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Dwelling coverage

These are the “big ticket” items in your policy

Do the math to know your limits!

- Coverage A - limits for main dwelling
- Extended Replacement? (commonly 25%, 50% or 100%)
- Debris Removal - usually 5% PER coverage
- Code Upgrade Coverage (Ordinance & Law)
- Trees, Shrubs and Plants - usually 5%
- Inflation Coverage to increase all?
Inflation adjustment feature

**INFLATION COVERAGE**

The limits of liability shown in the *Declarations* for Coverage A, Coverage B and, when applicable, Option ID will be increased at the same rate as the increase in the Inflation Coverage Index shown in the *Declarations*.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then

2. multiply the resulting factor by the limits of liability for Coverage A, Coverage B and Option ID separately.

The limits of liability will not be reduced to less than the amounts shown in the *Declarations*.

**R. Inflation Protection**

The company may increase the limits of liability for Coverages A, B and C at the beginning of each policy period, based upon reports of recognized appraisal agencies, reflecting changes in cost of construction. Payment of the continuation premium will constitute the insured’s acceptance of the revised limit of liability as shown on the Homeowners Continuation Declarations.

Inflation protection is not included in every policy, and when it is, is applied differently.
Inflation adjustment

“When does the time for inflation adjustment take effect, date of loss or date of settlement which could be 6-8 months later?” (Lee D.)
Do the math! – Example

Coverage A - $500,000

Extended Replacement Coverage = 25%
Coverage A is $500,000 x 25% = $125,000

Code Upgrade Coverage = 20%
Coverage A is $500,000 x 20% = $100,000

Debris removal is 5% of Coverage A*
Coverage A is $500,000 x 5% = $25,000
Debris may (or may not) apply separately to each coverage – A, B, C

TOTAL DWELLING Coverage available (A + ERC + Code) = $750,000

*To trigger the additional 5%, the base limit must be exhausted
UNDERSTANDING THE LINGO & POLICY TERMS
Loss settlement provisions

- Determines how your loss is to be settled
- Major points are:
  - Replacement Cost
  - Actual Cash Value
- Loss Settlement Provisions are OFTEN modified by Endorsements, so always check!
- Most policies contain language that allow reimbursement for amounts *actually and necessarily spent for covered repairs*, up to the policy limits
C. **Loss Settlement**

Covered property losses are settled as follows:

1. Property of the following types:
   a. Personal property;
   b. Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
   c. Structures that are not buildings; and
   d. Grave markers, including mausoleums;

   at "actual cash value" at the time of loss but not more than the amount required to repair or replace.

If you see this, LOOK for an endorsement that adds replacement cost back in! Certain policies are only ACV, especially manufactured home policies.
PERSONAL PROPERTY
REPLACEMENT COST ENDORSEMENT

I. It is agreed that provisions of this policy applicable to Coverage C -- Unscheduled Personal Property are amended to substitute the term "replacement cost" for the term "actual cash value wherever it appears, subject to the following exclusions, conditions and definition:

II. It is further agreed that Additional Conditions -- Replacement Cost -- Coverages A and B of the policy to which this endorsement is attached, insofar as it relates to the exclusion of outdoor radio and television aerials, carpeting, awnings, domestic appliances and outdoor equipment is hereby amended, and that loss from a covered peril to those items shall be adjusted on a "replacement cost" basis rather than on an "actual cash value" basis, subject to the following exclusions, conditions and definition.
ACV with RC paid when repairs completed
Most common

5. How We Settle Covered Loss.
Covered accidental direct physical loss or damage will be setiled 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.
Policy Endorsements

- When listed, become part of your policy
- VERY important to have and read
- Modify and/or clarify provisions
- Can add or remove coverages
- Can limit or expand coverages
- Sometimes conflict with provisions
- Ask for clarification if it doesn’t make sense

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Example – Replacement Cost (RC)

State Farm FE-3422 2010

COVERAGE A – DWELLING

Items 1. and 2. are replaced by the following:

1. A1 – Replacement Cost Loss Settlement – Similar Construction

   We will pay up to the applicable limit of liability shown in the Declarations, the reasonable and necessary cost to repair or replace with similar construction and for the same use on the premises shown in the Declarations, the damaged part of the property covered under SECTION I – COVERAGES, COVERAGE A – DWELLING.
DEPRECIATION, CODE UPGRADES, EXTENDED BENEFITS
Coverage extensions you may or may not have

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

- Forms, Options, & Endorsements
  - FP-7955.CA
  - FE-3422
  - FE-3247
  - Option JF
  - Increase Dwg Up to $93,900
  - Ordinance/Law 25%/$117,375
- Homeowners Policy
- Homeowners Policy Endorsement
- Amending Endorsement
- Jewelry and Furs $1,500 Each Article/$2,500 Aggregate
- Firearms $2,500 Each Article/$5,000 Aggregate

**Coverage and Limits of Liability**

**Basic Coverage**

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<thead>
<tr>
<th>Coverage</th>
<th>Description</th>
<th>Premium</th>
<th>Coverages</th>
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<td>12747 12/01</td>
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<td>HO50 05/00</td>
<td>Cold Work Comp</td>
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<td>12567/00 06/07</td>
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<td>1259 02/07</td>
<td>Per Prod Rep</td>
<td>22.00CR</td>
<td>11736 07/11</td>
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<td>HO2/16 01/00</td>
<td>Prem Alarm Prot</td>
<td>22.00CR</td>
<td>11736 07/11</td>
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<td>438/BUN 09/42</td>
<td>Lenders Loss Pay</td>
<td>22.00CR</td>
<td>11736 07/11</td>
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<tr>
<td>IN2/16 03/04</td>
<td>Consumer Info</td>
<td>22.00CR</td>
<td>11736 07/11</td>
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<td>IN2/69 10/08</td>
<td>Important Notice</td>
<td>22.00CR</td>
<td>11736 07/11</td>
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<td>IN2/10 01/10</td>
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<td>IN2/72 12/17</td>
<td>Important Notice</td>
<td>22.00CR</td>
<td>11736 07/11</td>
</tr>
</tbody>
</table>

**Optional Endorsements**

- LibertyGuard® Deluxe Homeowner Policy (HO 00 03 04 91)
- Backup of Sewer and Sump Pump Overflow Coverage (FMHO 2062 R1)
- Loss Assessment Coverage (FMHO 2516 1113)
- Credit Card, Fund Transfer Card, Forgery (HO 04 50 04 91)
- Amendt Pol Definitions (FMHO-2934 7/04)
- Amendatory Mold End (FMHO 3770 1112)
- No Secl/Limit I-Daycare (HO 04 96 04 91)
- Workers Compensation Coverage (HO 24 90 01 93)
- CA Res Prop Disclosure (FMHO 4152 1112)
- Amendatory Endorsement (HO 04 01 06 93)
- Education Coverage Endorsement (FMHO-2357)

**Policy Forms and Endorsements:**

- Home Protector Plus (FMHO 2147 R3)
- Green Upgrade and Recycling Coverage (FMHO 3353 1115)
- Additional Residence Rented To Others (HO 24 70 04 91)
- Protective Devices (HO 04 16 04 91)
- Amendatory Endorsement (FMHO-2510 5/03)
- Seepage Exclusion End (FMHO 3391 1112)
- Special Provisions - CA (FMHO 3430 1113)
- CA Prop Bill of Rights (FMHO 2942 0711)
- Inflation Protection (FMHO-2936 9/04)
- Lead Poisoning Exclusion (FMHO-2145 R1)

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Extended Replacement Coverage (ERC)

- Provides additional funds to replace your home when your Coverage A limits are inadequate to repair/replace your dwelling
- If you have this, it will be included in the Loss Settlement section, or added by Endorsement
- The naming varies, look for “extended” or “replacement”
- Limits vary from 10% to 200%
- Most policies apply extended benefits only to Coverage A
- Some policies apply ERC to Coverages A, B and C
- Under CO law, your insurer should have offered 20% of A

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ERC examples

**Option ID - Increased Dwelling Limit.** We will settle losses to damaged building structures covered under **COVERAGE A - DWELLING** according to the **SECTION I - LOSS SETTLEMENT** provision shown in the **Declarations**.

If the amount you actually and necessarily spend to repair or replace damaged building structures exceeds the applicable limit of liability shown in the **Declarations**, we will pay the additional amounts not to exceed:

1. the Option ID limit of liability shown in the **Declarations** to repair or replace the Dwelling; or
2. 10% of the Option ID limit of liability to repair or replace building structures covered under **COVERAGE A - DWELLING**, Dwelling Extension.

**Loss Settlement Provision (See Policy)**

- A1 Replacement Cost - Similar Construction
- B1 Limited Replacement Cost - Coverage B

<table>
<thead>
<tr>
<th>Forms, Options, &amp; Endorsements</th>
<th>EP-7955.CA</th>
<th>EE-3422</th>
<th>EE-3247</th>
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<tbody>
<tr>
<td>Homeowners Policy</td>
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<tr>
<td>Homeowners Policy Endorsement</td>
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<tr>
<td>Amendatory Endorsement</td>
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<tr>
<td>Jewelry and Furs $1,500 Each</td>
<td>Option JF</td>
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<tr>
<td>Article/$2,500 Aggregate</td>
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<tr>
<td>Firearms $2,500 Each Article/ $5,000 Aggregate</td>
<td>Option FA</td>
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<td>Increase Dwg Up to $ 93,900</td>
<td>Option ID</td>
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<tr>
<td>Ordinance/Law 25%/ 117,375</td>
<td>Option OL</td>
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</table>

**HO-28 (Ed. 01-05)**

**LIMITED HOME REPLACEMENT COST ENDORSEMENT**

In exchange for your agreement to insure the dwelling and other **building structures** shown in the **Declarations** in accordance with the following provisions and to pay the applicable premium we agree that the limit of liability under Coverage A – Dwelling and Coverage B – Other Structures is increased to 150% of the respective amounts shown in the **Declarations** if:

1. the dwelling and other **building structures** shown in the **Declarations** have been insured at the time this endorsement was added to the policy to 100% of their **replacement cost** as determined by us; and
2. each annual adjustment to the limits of liability resulting from the Adjustments to Coverage Limits provisions of Section I – Coverages, conditions has been accepted by you; and
3. you notify us within 90 days of the start of any additions or other physical changes which increase the value of such dwelling or other **building structures** on the **residence premises** by $5,000 or more.

Coverage is limited to the amount reasonably necessary to repair or replace the dwelling and other **building structures**, but does not include any costs required to replace, rebuild, stabilize or otherwise restore or protect the land.

Special Exclusion. The coverage provided by this endorsement shall not apply to any loss caused by an **earthquake**.

This endorsement supersedes Section I – Conditions, 3.b (1), (2) and (3).
Code Upgrade coverage

• Most HO policies, but not all, have some coverage for CODE UPGRADES (usually 10%)
• Some add it as an extra limit, some do not
• You can purchase more (20%-50% or more) – more important for an older home that has not been updated
• Pays for upgrades to your home that you are required to add, based upon a building ordinance or law, to bring THE HOME YOU LOST up to current codes
• Check endorsements, as policy is often modified
Option OL - Building Ordinance or Law.

1. Coverage Provided.

The total limit of insurance provided by this Building Ordinance or Law provision will not exceed an amount equal to the Option OL] percentage shown in the Declarations of the Coverage A limit shown in the Declarations at the time of the loss, as adjusted by the inflation coverage provisions of the policy. This is an additional amount of insurance and applies only to the dwelling.

2. Damaged Portions of Dwelling.

When the dwelling covered under COVERAGE A - DWELLING is damaged by a Loss Insured we will pay for the increased cost to repair or rebuild the physically damaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs.


When the dwelling covered under COVERAGE A - DWELLING is damaged by a Loss Insured we will also pay for:

Look for words “additional amount of insurance”
ADDITIONAL PROPERTY COVERAGE

Item 7. Building Ordinance or Law Coverage is deleted and replaced by the following:

7. Building Ordinance or Law Coverage. Damage to building or personal property we cover caused by a Building or Personal Property Loss We Cover will be settled on the basis of any ordinance or law that regulates the construction, repair or demolition of this property.

This coverage does not apply:

a. to loss caused by the peril of earthquake;

b. to loss to any undamaged portion of the building or personal property we cover;

c. unless you choose to repair or rebuild your home at its present location.

We do not cover:

a. the loss in value to any covered building or other structure due to the requirements of any ordinance or law; or

b. the costs to comply with any ordinance which requires any insured or other to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

This is not an additional amount of insurance.

SPECIAL LIMIT OF LIABILITY

In the event of a covered loss resulting from an Insurance Services Offices© declared catastrophe for the state in which the residence premises is located, the limit available for Building Ordinance or Law Coverage shall be increased by 100%.
Sample Endorsement – ERC

(2) **Extended Dwelling Coverage Amount.** We will settle covered losses to the dwelling under Coverage A up to an additional 50% of the limit of liability shown in the Declarations for Coverage A. You agree to:

(a) insure the dwelling to 100% of its estimated *replacement cost* as agreed by us;

(b) make yearly adjustments of Coverage A reflecting changes in the cost of construction for the area;

(c) notify us of any addition or other remodeling which increases the *replacement cost* of the dwelling $5,000 or more;
   
   i. within 90 days of the start of the construction; or
   
   ii. before the end of the current policy period,

   whichever is longer and pay any resulting additional premium; and

(d) repair or replace the damaged dwelling.

If you fail to comply with any of the above provisions, the limit of liability shown in the Declarations for Coverage A shall apply.

In the event of a covered loss resulting from an Insurance Services Offices® declared catastrophe for the state in which the *residence premises* is located, the limit for Extended Dwelling Coverage shall be up to twice the percentage shown for Extended Dwelling Coverage on the Declarations.
Deep breath
The flow of insurance funds

- Advances
- ACV payments when values are set
- RCV payments upon proof of expenditures, replacement, repairs completed
Consider

• Opening a separate bank account
• Keep track insurance funds collected and paid out
• What “bucket” of coverage does each check come out of?
• Example of Insurance Accounting Spreadsheet and ALE Drawdown Spreadsheet at: www.uphelp.org/samples
## Sample spreadsheet tracking max limits

<table>
<thead>
<tr>
<th>Coverage</th>
<th>A Dwelling</th>
<th>B Other Structures</th>
<th>C Personal Property</th>
<th>D Loss of Use (ALE)</th>
<th>E - Additional Coverages</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Structure</td>
<td>ERC (OPT ID)</td>
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<tr>
<td>Coverage (Declarations Page)</td>
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<td>REPLACEMENT COSTS Estimates</td>
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### Payments Received

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<th>A Dwelling</th>
<th>B Other Structures</th>
<th>C Personal Property</th>
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**Total Payments**

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<th>B Other Structures</th>
<th>C Personal Property</th>
<th>D Loss of Use (ALE)</th>
<th>E - Additional Coverages</th>
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<td>$ 226,500.00</td>
<td>$ 26,683.74</td>
<td>$ 22,650.00</td>
<td>$ 170,100.00</td>
<td>$ 45,987.33</td>
<td>$ 503,246.07</td>
</tr>
</tbody>
</table>

**Balance**

| Balance | $ - | $ 86,566.26 | $ - | $ - | $ - | $ - | $ 11,325.00 | $ - | $ 97,891.26 |

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Sample Insurance Accounting spreadsheet - [https://www.uphelp.org/pubs/insurance-accounting-spreadsheet](https://www.uphelp.org/pubs/insurance-accounting-spreadsheet)

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Keep up that paper trail

• Paper trail is very important
• Learn to earn (know your policy, limits, etc.)
• Only YOU know the condition of your property and things!
• Use UP sample letters, www.uphelp.org/samples
• Get help from DORA and/or claim help professionals
  – www.doi.colorado.gov
  – www.uphelp.org/findhelp
Sources of support and help

- www.uphelp.org
- www.doi.colorado.gov
- Previous wildfire survivors/Team UP
- Your insurance policy and company
- Reputable professionals (construction, claim, legal, air quality)
- Case Managers
- Your elected officials (local, state, federal)
- FEMA (Register!!!), SBA
Sample Letter for Requesting Copies of Claim-Related Documents

- Use this letter to request copies of documents related to your insurance claim such as inspection reports, estimates, measurements, notes, and damage assessments.
- Use this letter to request a complete copy of your claim file from your insurance company.

NOTE: This letter is a sample that must be customized to fit the facts of your individual situation and claim. All bracketed and underlined portions must be completed or revised before sending.

(Date)

(Name of adjuster or highest-ranking ins. co. employee you can identify)

(Name of Insurance Co.)

(Address)

Re: Claim Number ____________

Date of Loss: ____________

Name of Insured: ________________

Address of Insured Property: ________________

Dear [INSURANCE COMPANY],

As part of your investigation of our claim, your adjuster and people associated with or hired by your company may have inspected our property, taken notes and written or obtained reports and estimates on the damage. We need to see those reports and estimates so we can be informed and continue cooperating with you on our claim. Thank you in advance for your return cooperation.

Please provide complete copies of our claim file and/or all claim-related documents. For purposes of this request, "claim-related documents" means all documents that relate to the evaluation of damages.
Time is on your side
Statistics show…

• The longer a claim stays open the more money the insurer pays

• Ask for advances and extensions when needed

• Fully and accurately documenting and valuing major losses takes time
Stay informed

• Encourage friends to email info@uphelp.org
  – To be added to our mailing list for notices of future events and updated guidance

• www.uphelp.org/MarshallFire

• Follow us on social media
  – Facebook.com/uphelp
  – Instagram: united_policyholders

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Stay connected to other disaster survivors – S2S Forums

Great source of information about:

- Insurance and rebuilding
- 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

➢ Find upcoming Survivor 2 Survivor Forums and register at: http://www.uphelp.org/events
Marshall Fire Disaster Recovery Help Library
www.uphelp.org/disaster-recovery-help/marshallfire/

- Wildfire 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/events

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Upcoming Roadmap to Recovery® Events

Survivor to Survivor Forum
Tuesday, February 15, 8:00 p.m. MT
Register: www.uphelp.org/feb15

Understanding Your Dwelling Claim
Wednesday, February 16, 6:00 p.m. MT
Register: www.uphelp.org/feb16

Taxing Matters for Wildfire-Impacted Households
Wednesday, February 23, 4:00 p.m. MT
Register: www.uphelp.org/feb23
Thank you to our Donors and Funders

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You have many rights under CO law

The Colorado Homeowners Insurance Reform Act of 2013 (found in Colorado Revised Statutes 10-4-110.8)

• Upon request, you are entitled to a copy of your policy within 3 days, or a certified copy within 30 days
• The insurer must consider an estimate from a licensed contractor or licensed architect submitted by the policyholder as the basis for establishing the replacement cost
• Policyholders who suffer a total loss to a furnished dwelling must be offered at least 30% of their contents limit without requiring an inventory
• If you receive the depreciated value of contents, the insurer must provide the methodology used for determining the depreciated value of the insured contents
• 365 days minimum to submit a Contents inventory

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Rights under CO law (continued)

- 365 days minimum Additional Living Expenses in every policy. (Insurer must offer 24 months at the point of sale)
- 365 days after the expiration of Additional Living Expenses benefits to replace and recover full replacement cost.
- Colorado law on the statute of limitations trumps insurance policy suit limitations
- Law and Ordinance coverage must have been made available for at least 10% of Coverage A
- Extended Replacement Cost coverage must have been made available for at least 20% of Coverage A
- The text of all endorsements, summary disclosure forms, and homeowner's insurance policies must not exceed the tenth-grade reading level, as measured by the Flesch-Kincaid grade level formula, or must not score less than fifty as measured by the Flesch reading ease formula.
Tolling certain time limits of policyholder benefits in the event of catastrophic disaster

…“to protect homeowner policyholders who have suffered a loss during a catastrophic disaster…from insurers that cause unreasonable delays in claim handling, which may further delay rebuilding property. Such delays may be further exacerbated by labor and material shortages. Further, this regulation identifies specific acts or practices that may constitute unfair claim settlement practices…Insurers shall:

• Toll the ALE time limits for the duration of the time required to repair or replace the damaged property…

• Toll the policy time limits for the policyholder to complete the repair or replacement of the damaged part of the property necessary for issuance of the replacement cost value payment.”…

➢ Emergency Regulation 22-E-01 Concerning Tolling Certain Time Limits of Policyholder Benefits.pdf - Google Drivhttps://drive.google.com/file/d/1K7XhVsLVk4ufP2CLjSRnZEO4Yqeco08S/viewe
Equitable Payment of Claims Resulting from Natural Disasters

“…While some insurance contracts offer more, all homeowner’s insurance replacement cost policies include at least twelve (12) months of Additional Living Expense coverage.”

“…in the event of a total loss of an owner-occupied primary residence that was furnished at the time of loss, the insurer shall offer the policyholder a minimum thirty (30) percent of contents coverage without completing an inventory…”

“…Insurers should also adjust pricing to reflect the specific region the insured property is located, taking into account local conditions that may affect costs.”

B-5.28 Equitable Payment of Claims Resulting from Natural Disasters - Google Drive
https://drive.google.com/file/d/0BwMmWVFE3YMsm1pcUIPQ1plNznz/view?resourcekey=0-Tdn5DcvGKYPyUZQ59VO2ptQ
Concerning Extension of Policyholder Benefits in the Event of a Catastrophic Disaster

“…This Bulletin is intended for all insurers issuing homeowner insurance policies in Colorado that have total loss claims resulting from any catastrophic disaster, as defined in Section 10-2-103(1), C.R.S. This Bulletin solely applies to policy timelines that restrict the recovery of Additional Living Expenses (ALE) and Replacement Cost benefits…”

“…In the event of a catastrophic disaster, an insurer shall act in good faith and shall consider any adverse circumstances beyond the insured’s control that may require maintaining and extending certain policyholder benefits beyond those afforded by the timelines provided in the underlying insurance policy…”

“…If the insurer has caused delays in providing the initial estimate of damages and/or the actual cash value payment, the Division directs the insurer to act in good faith and toll the time period that the policyholder can recover ALE benefits and collect recoverable depreciation by a time period equivalent to the delayed action by the insurer.

“…In the event a fire damaged home suffers additional damage from frozen pipes, water or other weather-related damage, the Division directs insurers to consider this damage related to the fire and treat such losses as one claim, subject to one deductible…”

“…When handling the smoke, soot, ash, or water damage claims, the Division directs insurers to consider the related long-lasting effects on electronics, furniture and other property when estimating the total damage. Merely cleaning the walls and property will not necessarily return the property to pre-loss condition. Companies must consider their policyholders’ concerns about faulty wiring, inoperable electronics, and soft material contamination. Health related issues, including respiratory difficulties, directly caused by exposure to smoke, soot, ash, or mold are damage and loss, and insurers shall consider reasonable substantiation to make appropriate coverage decisions…”

“…Additionally, due to the housing shortage and other challenges, we anticipate that meeting the housing needs for the displaced policyholders will be difficult. The Division directs insurers to consider all available options for both short- and longer term housing, including Airbnb, VRBO and individual rooms for rent. The Division encourages insurers to allow agreed upon monthly housing allowances for those policyholders who move in with relatives or friends during the claim and rebuilding period…”

- B-5.43 Concerning Policyholder Benefits in the Immediate Aftermath of the Marshall and Middle Fork Fires.pdf - Google Drive https://drive.google.com/file/d/116YN4rpL-aPbx3tTgnarjXWFvOaPX87/view
“…Is there an ALE benefit limit?

• If your home was your primary residence, Colorado law requires that your homeowner’s policy cover at least 12 months of ALE. Your policy may provide more coverage so it’s important to understand the benefits available in your policy.

• If the home that was destroyed was not your primary residence (e.g., you are a landlord or it was a secondary home that you rent temporarily, ), State law does not require your policy to include ALE coverage. There may be loss of use coverage and you will need to review your policy and talk with your insurance company.

• **There cannot be a dollar limit for your ALE coverage for your primary home…**”

“…If I end up staying with a friend who doesn’t charge me rent, would there be any requirement for the insurance company to reimburse ALE based on an average cost?

ALE is for the increased costs you incur while you cannot be in your home. If your friend is not charging you rent, you would not be incurring increased costs while you are out of your home for your housing. However, if you are paying your friend or family rent, or for an increase in their utilities, you should submit this for consideration…”

- Town Hall FAQs - Additional Living Expenses - 1.8.22.pdf - Google Drivehttps://drive.google.com/file/d/16MT_ZhUi3AauaUjM4Y86-KqNA2ZNAaF/view