



Collecting Every Dime (of available insurance funds)

CA CO 2020 Wildfires

Roadmap to Recovery™ Workshop

Zoom Webinar

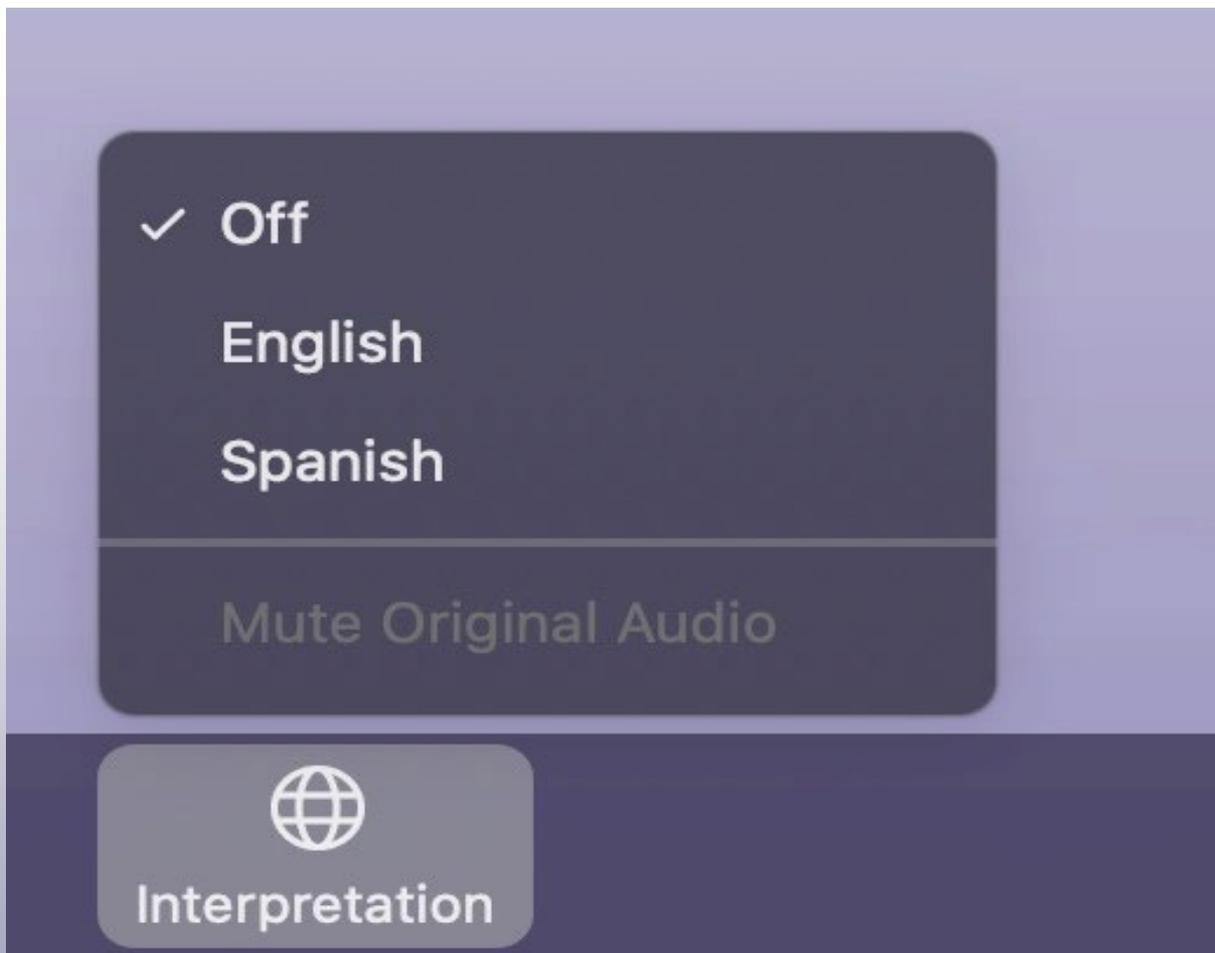
March 16, 2022



Collecting Every Dime (of available insurance funds...)

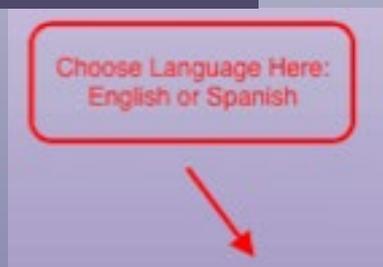
CA CO 2020 Wil





March 9, 2022

Virtual Workshop/Webinar #8 (CA)



Esta reunión cuenta con interpretación al español

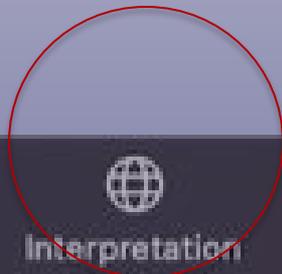
Para activar la interpretación, vaya a la parte baja a la derecha de su pantalla y haga clic en el icono o símbolo global titulado Interpretación/Interpreting.

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

Gracias



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If you'd like to follow the slide deck tonight

<https://uphelp.org/events/collecting-every-dime/>

EVENTS

[Home](#) » [Events](#) » [Collecting Every Dime](#)

Collecting Every Dime

 Wednesday, March 16, 2022
5:00 p.m. PT / 6:00 p.m. MT

 Zoom - registration required

 All 2020 wildfire survivors

[REGISTER](#)

This workshop, for survivors of wildfires in CA and CO in 2020, helps you track and understand what you've been paid on your insurance claim, and helps you collect what's owed to you.

RESOURCES

-  [Sample Letter Requesting Claim Payment History](#)
-  [2022 3 16 Collecting Every Dime](#)

www.uphelp.org/events

Register for upcoming events. [View recordings of past events and related resources.](#)

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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
- Team UP Volunteers
 - Previous catastrophic loss survivors
 - Consumer oriented professionals
 - Damage and repair/rebuild cost estimators
 - Lawyers
 - Public Adjusters
 - Tax and Financial Planning experts
 - Construction and Real Estate professionals

Tonight's panel

UP staff:

Amy Bach, UP Co-founder and Exec. Director, Attorney

Valerie Brown, UP Deputy Exec. Director

Kerri Waite, Roadmap to Recovery Specialist

UP partners:

Tony Cignarale, Deputy Commissioner, CA Dept. of Insurance

Tracy Garceau, Senior Policy Analyst, CO Div. of Insurance

Professional volunteers:

Tom LaVoy, American Claims Public Insurance Adjusters

Robert Crown, Crown Adjusting LLC

Today's Topics

1. Reviewing your available limits
2. Tracking insurance payments to date
3. Collecting full RCV values where available
 - Recoverable depreciation on Dwelling and Contents
 - Extended coverages payable upon proof of progress
4. Loss of Use/ALE
5. Ordinance and Law/Code upgrades

Thank You to Our Funders

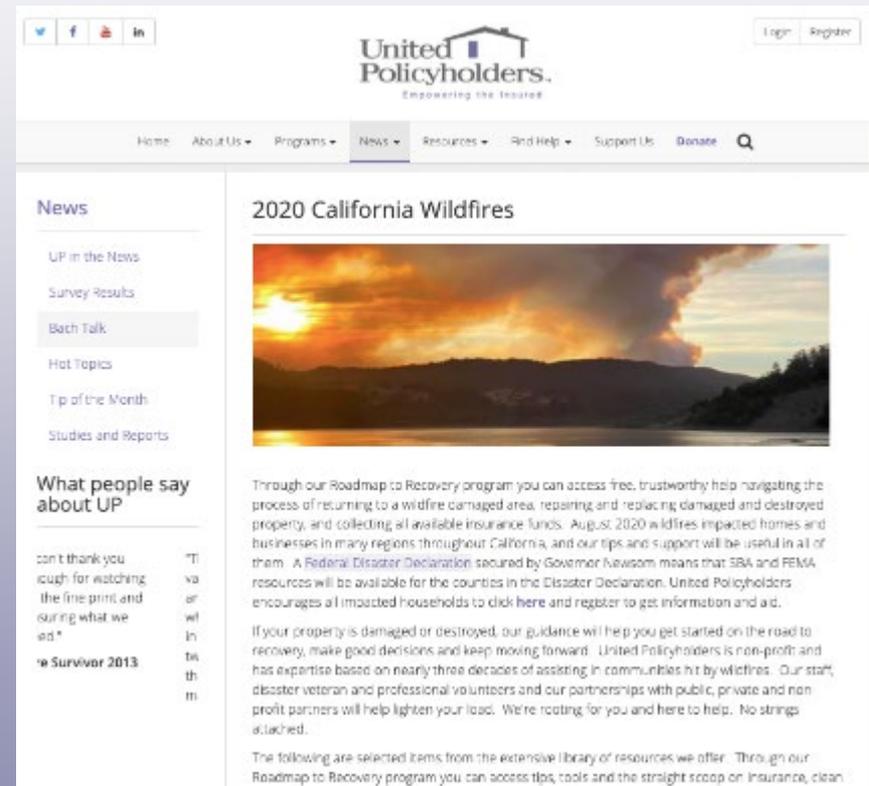


United Way
of Larimer County



www.uphelp.org/2020Wildfires

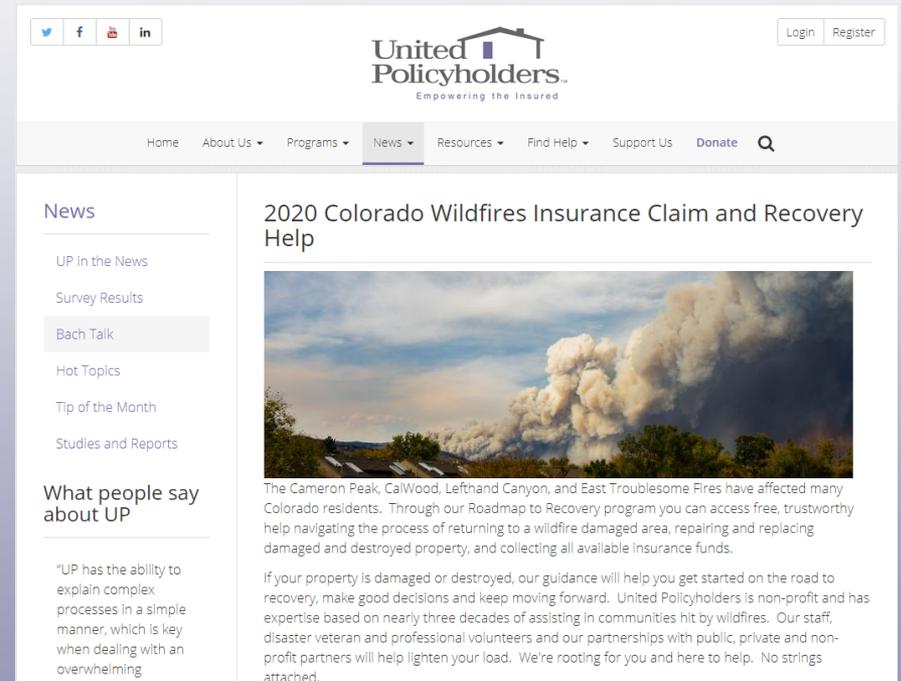
- ❑ Roadmap to Recovery Timeline of self-help publications
- ❑ Links to pro-consumer Professional help:
www.uphelp.org/findhelp
- ❑ Sample Letters & Claim Forms
www.uphelp.org/samples
- ❑ “Survivor’s Speak” Tips from past disasters
www.uphelp.org/SurvivorsSpeak
- ❑ Upcoming workshops and resources
www.uphelp.org/2020wildfires



CO Wildfire Recovery Help Library

www.uphelp.org/colorado

- ❑ Dedicated library for the 2020 Colorado wildfires
- ❑ Links to pro-consumer Professional help: www.uphelp.org/findhelp
- ❑ Sample Letters & Claim Forms www.uphelp.org/samples
- ❑ “Survivor’s Speak” Tips from past disasters www.uphelp.org/SurvivorsSpeak
- ❑ Upcoming workshops and resources www.uphelp.org/r2r

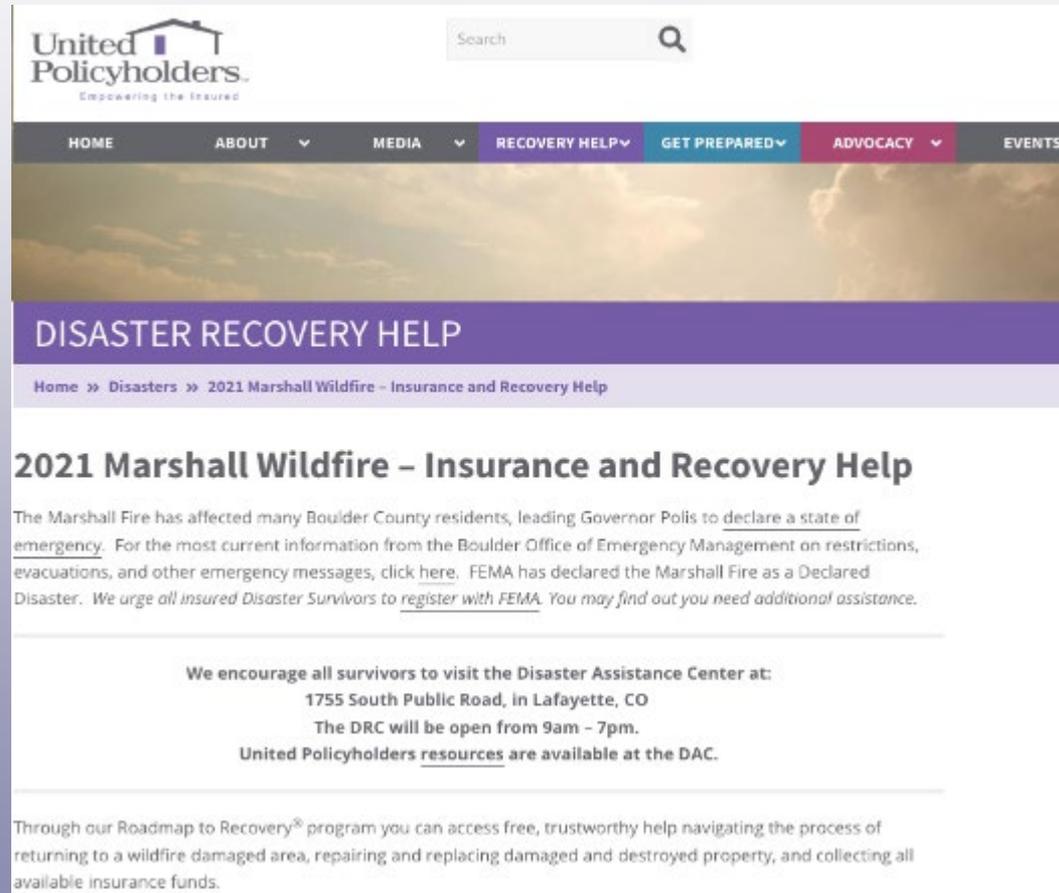


The screenshot displays the United Policyholders website. At the top, there are social media icons for Twitter, Facebook, YouTube, and LinkedIn, along with 'Login' and 'Register' buttons. The main navigation menu includes 'Home', 'About Us', 'Programs', 'News', 'Resources', 'Find Help', 'Support Us', and 'Donate'. The 'News' section is active, showing a list of categories: 'UP in the News', 'Survey Results', 'Bach Talk', 'Hot Topics', 'Tip of the Month', and 'Studies and Reports'. The featured article is titled '2020 Colorado Wildfires Insurance Claim and Recovery Help' and includes a photograph of a large wildfire plume. The article text states: 'The Cameron Peak, CalWood, Lefthand Canyon, and East Troublesome Fires have affected many Colorado residents. 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. If your property is damaged or destroyed, our guidance will help you get started on the road to recovery, make good decisions and keep moving forward. United Policyholders is non-profit and has expertise based on nearly three decades of assisting in communities hit by wildfires. Our staff, disaster veteran and professional volunteers and our partnerships with public, private and non-profit partners will help lighten your load. We're rooting for you and here to help. No strings attached.'

Marshall Fire Help Library

www.uphelp.org/marshallfire/

- Colorado Specific Resources with Step-by-Step Guidance
- [One Click Link 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



The screenshot shows the United Policyholders website. At the top, there is a search bar and a navigation menu with links for HOME, ABOUT, MEDIA, RECOVERY HELP, GET PREPARED, ADVOCACY, and EVENTS. The main heading is "DISASTER RECOVERY HELP". Below this, a breadcrumb trail reads "Home » Disasters » 2021 Marshall Wildfire - Insurance and Recovery Help". The main content area is titled "2021 Marshall Wildfire - Insurance and Recovery Help". The text states: "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." Below this, a call to action box says: "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." At the bottom, a paragraph explains: "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."

Upcoming Roadmap to Recovery[®] Events

Navigating Your Contents Claim for CO 2021 wildfire survivors

Wednesday, March 30, 6:00 p.m. MT

Register: www.uphelp.org/mar30

Survivor to Survivor Forums

Tuesday, April 5, 7:00 p.m. PT / 8:00 p.m. MT (www.uphelp.org/apr5)

and

Tuesday, April 19, 7:00 p.m. PT / 8:00 p.m. MT (www.uphelp.org/apr19)

More events will be announced soon!

Please visit www.uphelp.org/events for the latest updates

www.uphelp.org/events

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

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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 or the speakers at our workshops
- We are not creating a professional/client relationship with any individual

Reminders...

Keep up that paper trail

It should...

- Confirm you are cooperating
- Tell the insurer what you need/want and why
- Ask what they need from you to resolve your claim
- Point out specific things they have/haven't done that are holding up resolution of your claim
- Politely remind them about your personal situation
- Give them a specific time frame to reply/comply

Negotiation - Best Practices

- Keep it professional
- Be concise and specific
- Bold or bullet point your requests
- Avoid long paragraphs
- Use good grammar and punctuation
- Promptly respond to reasonable requests
- Confirm your willingness to cooperate, explain why you can't fulfill an unreasonable request
- Avoid venting frustrations and emotions

Common problem areas

- Underinsurance
- Valuation Disputes
- Depreciation (recoverable and not)
- Inventory stress/disparate treatment
- Buying a Replacement Home logistics
- Delays and conflicting info (Rotating adjusters, lack of communication)

Reviewing your available limits

Homeowners Declaration Page

AMCO INSURANCE COMPANY

HOMEOWNERS POLICY

50391-1100

AGENCY **INSURANCE SVCS CA**

POLICY NUMBER: **HA 00111111-111**
ACCOUNT NUMBER:

CONTINUATION DECLARATIONS

Policy Period
From **05-14-18** To **05-14-19**
1201 A.M. Standard Time
Effective Date of Change

The limit of liability for the structure (Coverage A) is based on the estimate of the cost to rebuild your home, including an allowance for labor and materials in your area, and specific information that you have provided about your home.

NAME INSURED AND ADDRESS
HOMEOWNER, JOE
1234 CREEK ROAD
ANYTOWN, CA 23456

The described residence premises covered hereunder is located at the above address (unless otherwise stated herein, Street, City, State, Zip Code)

PREVIOUS POLICY NUMBER **HA 00122222-222**
JOE'S MORTGAGE LLC ISAOA

11501-7729

COVERAGE AND LIMITS OF LIABILITY

SECTION I				SECTION II	
A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	E. PERSONAL LIABILITY	F. MEDICAL PAY EACH PERSON
210,600	21,060	147,420	IN 12 MOS.	300,000	1,000

FOR LOSSES ARISING UNDER SECTION I, WE WILL PAY ONLY THAT PART OF THE LOSS IN EXCESS OF **\$500.**

COVERAGE	DESCRIPTION	PREMIUM	COVERAGES		DESCRIPTION	PREMIUM
BASIC COVERAGE						
HO3 01/00	Special Form	1,097.00	12747	12/01	Fungi/Bacteria	
HO90 05/02	Calif Work Comp		HO48	01/00	Oth Str Incr Lim	58.00
12559 02/07	Per Prop Repl		12567P	02/07	Replacement Cost	22.00
HO216 01/00	Prem Alarm Prot	22.00CR	11796	07/11	CA Res Prop Dis	
438BFUN 05/42	Lenders Loss Pay		10940	07/89	CA Ins Guarantee	
IN2004 03/04	Consumer Info		IN2264	03/06	Merit Rating	
IN2499 10/08	Important Notice		IN0000	04/09	Privacy Stmt	
IN0100 01/10	Important Notice		HO300CA	10/14	Spec Provisions	
IN2709 12/15	Important Notice		IN2710	01/16	Third Prty Dagnee	
IN2722 02/17	Important Notice					
TOTAL PREMIUM						1,155.00

Additional Residence Occupied By Insured

RETENTION CREDIT

Mortgage Loss Payee or Other Interest

Loan Number **999967718**

STAR MORTGAGE LLC PO
BOX 111

1ST MORT

45501-7729

AMCO INSURANCE COMPANY

Authorized Representative

7291/17346 47

16-CASD-1/2021

DIRECT BILL 0000 18081 004743 INSURED COPY

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Base limits plus endorsements plus policy wording = your max available benefits

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.

Section I				Section II		
A Dwelling	B Other Structures	C Personal Property	D Loss of Use	E Personal Liability (Personal Injury & Property Damage) Each Occurrence	F Medical Payments to Others Each Person Each Accident	
\$ 300,200	\$ 30,100	\$ 225,200	\$ 120,100	\$ 1,000,000	\$ 1,000	\$ 25,000

Section I Only:

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

P00C00
1st Mortgage Loan No. * 0057254674
2nd Mortgage Loan No.

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 BEUNS).

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

Premiums

Sample spreadsheet tracking max limits

Coverage			A		B	C	D	E - Additional Coverages			Total
			Dwelling		Other Structures	Personal Property	Loss of Use (ALE)	Ordinance or Law	Debris Removal*	Trees, Shrubs & Plants	
			Structure	ERC (OPT ID)							
100%											
Coverage (Declarations Page)			\$ 226,500.00	\$ 113,250.00	\$ 22,650.00	\$ 170,100.00	\$ 90,800.00	\$ -	\$ 11,325.00	\$ 11,325.00	\$ 645,950.00
REPLACEMENT COSTS Estimates			\$ 226,500.00	\$ 235,547.89	\$ 87,885.29	\$ 210,569.23	\$ 45,987.33	\$ 188,562.04	\$ 31,780.65	\$ 19,719.94	\$ 1,046,552.37
Limit of Coverage			\$ 226,500.00	\$ 113,250.00	\$ 22,650.00	\$ 170,100.00	\$ 45,987.33	\$ -	\$ 11,325.00	\$ 11,325.00	\$ 601,137.33
Payments Received											
Date	Check #	Purpose									
11/10/18	668	ALE ADVANCE					\$ 8,000.00				\$ 8,000.00
11/30/18	234	EVAC EXPENSES					\$ 1,158.98				\$ 1,158.98
3/19/19	123	INS DWELLING EST	\$ 207,201.34		\$ 11,325.00					\$ 11,325.00	\$ 229,851.34
3/30/19	234	75% CONTENTS				\$ 127,575.00					\$ 127,575.00
7/14/20	589	ADDL DWELLING	\$ 19,298.66	\$ 26,683.74	\$ 11,325.00						\$ 57,307.40
7/15/20	587	FINAL CONTENTS				\$ 42,525.00					\$ 42,525.00
7/15/20	987	ONE YEAR ALE/FMV					\$ 24,000.00				\$ 24,000.00
12/30/20	878	FINAL ALE					\$ 12,828.35				\$ 12,828.35
Total Payments			\$ 226,500.00	\$ 26,683.74	\$ 22,650.00	\$ 170,100.00	\$ 45,987.33	\$ -	\$ -	\$ 11,325.00	\$ 503,246.07
Balance			\$ -	\$ 86,566.26	\$ -	\$ -	\$ -	\$ -	\$ 11,325.00	\$ -	\$ 97,891.26

Sample Insurance Accounting spreadsheet -
<https://www.uphelp.org/pubs/insurance-accounting-spreadsheet>

New CO DOI Bulletin No. B-5.44

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.

Deep Breath



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Tracking insurance payments to date

Track your claim payments



<https://uphelp.org/claim-guidance-publications/insurance-accounting-spreadsheet/>

- HOME
- ABOUT ▾
- MEDIA ▾
- RECOVERY HELP ▾
- GET PREPARED ▾
- ADVOCACY ▾
- EVENTS
- SUPPORT UP



CLAIM GUIDANCE LIBRARY

Home » Claim Guidance » Insurance Accounting Spreadsheet

Homeowners

← SHARE PRINT PDF

Insurance Accounting Spreadsheet

This is a spreadsheet to help you keep track of your insurance payments. It includes columns that allow you to track expenses by type of coverage and payments received, as well as line item tracking of your coverage limits.

This document was donated by a Woolsey Fire survivor.

Coverage	A		B	C	D	E - Additional Coverages			Total
	Dwelling		Other Structures	Personal Property	Loss of Use (ALE)	Ordinance of Law	Debris Removal	Trees, Shrubs & Plants	
	Structure	Replacement							
	100%								
Coverage (Declarations Page)	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Construction Estimate		\$ -							\$ -
Limit of Coverage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payments Received									
Date	Check #	Purpose							
									\$ -
									\$ -

(Leticia C., CA CZU Fire)

We have been switched to new adjusters 10 times. How can I get the adjuster to get itemized statements so we know the exact amounts of payments? We have asked, but not been successful. **Tony C.**

(Shirley S., CA Glass Fire)

Do we get extended coverage if we don't rebuild? **Tony C.**

(Caroline S., CA Mountain View Fire)

I've asked for a copy of my "claim related" documents. They've denied me 2x stating: . Our file is our work product. We don't share that information. **Amy B., Tony C.**

Collecting full RCV where available

Your right to full payment of policy benefits in CA:

- At least 36 months from first ACV payment to collect full RC benefits
- Fair depreciation based on age *and* condition
- At *least* 24 months, plus a 12 month extension, for a total of **36 months** of additional living expenses [Note: this does not increase the stated coverage limit] Tiny house, 5th wheel, Yurt...
- Your right to replace by buying not rebuilding

Benefit payout formulas

RC v. ACV

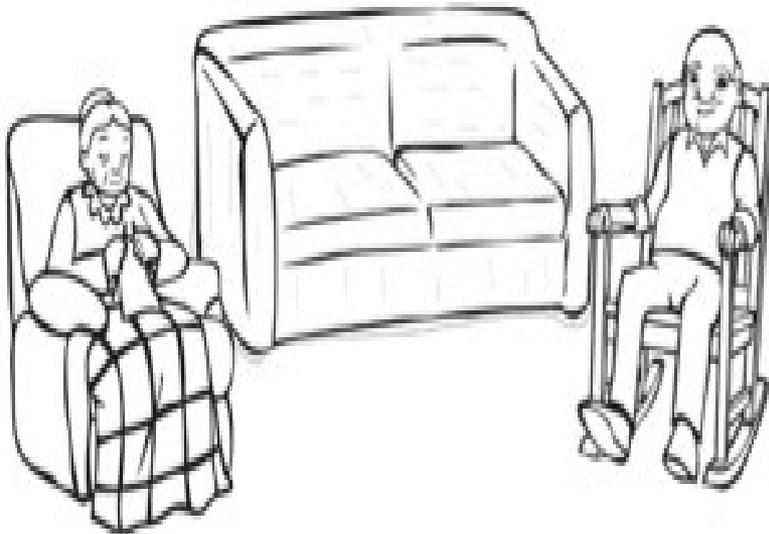
- Replacement Cost (“RC”) – Cost to replace new
- Actual Cash Value (“ACV”) – Cost to replace an instant before the loss
- If the policy requires the insured to repair, rebuild, or replace the damaged property in order to collect the full replacement cost, the insurer shall pay the **actual cash value** of the damaged property, as defined in Section 2051, **until the damaged property is repaired, rebuilt, or replaced**. Once the property is repaired, rebuilt, or replaced, the insurer shall pay the difference between the actual cash value payment made and the full replacement cost reasonably paid to replace the damaged property, up to the limits stated in the policy. *Cal Ins Code 2051.5(a)*

Your right to information

You have the right to know how your insurance company calculated depreciation and how they calculated your settlement offer [Cal Ins Code 2071; CCR 2695.9]

Remember, depreciation is negotiable

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%**

Excessive depreciation is a common claim problem

- **Don't accept excessive depreciation of your property by the insurance company.**
- Depreciation guides can help you determine the value of your contents.
- Visit www.uphelp.org/samples for consumer-oriented depreciation guides. *Claimspages.com* offers a list of standard depreciation amounts that you can view or print out free from their website, www.claimspages.com. Look under the “Documents” tab, then search “Depreciation Guide”.

Resolving a dispute involving depreciation

- Negotiate depreciation and ACV hold-backs on a case-by-case basis to reflect the condition of each item.
- If your insurer applies a fixed percentage across all items, you can challenge this by either negotiating a much lower percentage (3-5%, for example).
- Make a specific request for what you feel is a fair resolution and back it up with documentation and your best arguments to support your position.
- Go up the chain of command at the insurance company, (www.uphelp.org/speakUP).
- File a complaint with the California or CO Department of Insurance.
- Mediation and/or Litigation.

(Jeannie K., CA CZU Fire)

- We have received 30% for personal property without inventory. We did not receive this until 12/20/2021. Our fellow CZU Survivors received 40%, 50% without inventory - in 2020. Automatically. We are on our 12th adjuster. We have paid our policy for over 30 years, and still paying. They won't tell us why others have gotten the payout without inventory, will only talk about our policy. **Tony C.**

(Monte R., East Troublesome Fire, CO)

Is the propane lost (600 gal) coverage A or contents? My adjuster also called decorative fencing, safety timbers on sloped driveway areas, and custom built pre-entry grates Coverage A-attached to the property. Also heirloom items were maximum depreciated unless they were over 100 years old (resulting in a negative payment adjustment after negotiation). **Tracy G., Kerri**

(Christina A., CA Dixie Fire)

There was a huge discrepancy between the extended replacement cost and actual cost to rebuild bid provided by contractor. How can I collect the difference? **Tony, AB**

(Adam W., CA CZU Fire)

Does it make sense to make a list for coverage B when it seems like it will be a tremendous effort to get any more money than insurance has already paid us (50% of coverage B)? **Tony C., Robert C**

We had a total loss in 2020. Initially our insurance company, State Farm, paid out 30% of our coverage B fairly quickly and then advised us to work on our "list". They offered help and an online entry form for creating the lists and I got right to it. I'm the type of person who is not particularly connected to my "stuff" so it wasn't really difficult for me to work on the list and it was something that I could accomplish when I was feeling really helpless and impatient at the beginning of the process. I'm a very detailed person who works on spreadsheets all the time and also have a good ability to visually recall spaces and know what was in them. We also only moved into our house 3 years prior so I had moved 90% of that stuff fairly recently. I know the techniques for "fleshing out" your list with consumables and quantities that people don't think about. I was feeling pretty good about the list. Then, the CA state insurance commissioner made a recommendation that all insurance companies pay 100% of coverage B and State Farm paid out an additional 20% of our coverage B. With coverage B most often being about 70% of coverage A, that was a lot of money for us. About \$250k. I know with relative certainty that, especially with depreciation, our stuff was not worth \$250k and I have no intention of buying all of the same things to be reimbursed in-kind for the same stuff. It seems like an awful lot of effort to keep track of receipts and purchases for maybe never getting back to a point where I'm given any additional reimbursement.

CA Fair Claims Settlement Practices Act – 2695.9

(d) If losses are settled on the basis of a written scope and/or estimate prepared by or for the insurer, the insurer shall supply the claimant with a copy of each document upon which the settlement is based. The estimate prepared by or for the insurer shall be in accordance with applicable policy provisions, of an amount which will restore the damaged property to no less than its condition prior to the loss and which will allow for repairs to be made in a manner which meets accepted trade standards for good and workmanlike construction. The insurer shall take reasonable steps to verify that the repair or rebuilding costs utilized by the insurer or its claims agents are accurate and representative of costs in the local market area. If the claimant subsequently contends, based upon a written estimate which he or she obtains, that necessary repairs will exceed the written estimate prepared by or for the insurer, the insurer shall:

(1) pay the difference between its written estimate and a higher estimate obtained by the claimant; or,

(2) if requested by the claimant, promptly provide the claimant with the name of at least one repair individual or entity that will make the repairs for the amount of the written estimate. The insurer shall cause the damaged property to be restored to no less than its condition prior to the loss and which will allow for repairs in a manner which meets accepted trade standards for good and workmanlike construction at no additional cost to the claimant other than as stated in the policy or as otherwise allowed by these regulations; or,

(3) reasonably adjust any written estimates prepared by the repair individual or entity of the insured's choice and provide a copy of the adjusted estimate to the claimant.

You Have *Many* Rights Under Colorado Law

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

- 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
- 365 days after ALE expires to recover depreciation

Colorado Legal Rights (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 – 2 or 3 years depending
- 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.

Xactware not the last word in CO...

Bulletin No. B-5.04

Attachment A to Bulletin B-5.4

Summary of § 10-4-120, Colorado Revised Statutes

The law prohibits an insurance company or its agent from

- Requiring that appraisals or repairs to the real or personal property be made or not be made by a specific repair business
- Representing to a claimant that the use of or the failure to use a particular repair business may result in nonpayment or delayed payment
- Coercing, intimidating, threatening, or inducing by incentive, a beneficiary or claimant to use a particular business for repairs except that an inducement by incentive does not include Warranty or Guaranty of repairs
- Contracting with a person to manage, handle, or arrange repair work for the insurer on the condition a business does claims work at a price established by the insurer and the person retains a percentage of any compensation paid by the insurer
- Using disincentives to discourage a beneficiary or claimant from using a repair business, not including warranty or guaranty repairs
- Soliciting or accepting a referral fee in exchange for referring the beneficiary or claimant to a repair business
- Requiring the beneficiary or claimant to travel an unreasonable distance to choose a repair business
- Misinforming a beneficiary or claimant to induce the use of a particular repair business and
- Requiring a third-party claimant to have repairs done by a particular repair business

- Use of estimating software programs is common in determining the cost of rebuilding a dwelling. The insurer should consider other factors that may not be included in the estimating program. For example, the slope and building grade of the land, the specific attributes of the insured home and availability of labor and materials. These factors will generally impact the actual cost to rebuild. Insurers should also adjust pricing to reflect the specific region the insured property is located, taking into account local conditions that may affect costs. An insurer's refusal to consider additional information related to the cost to rebuild a particular dwelling may constitute a violation of § 10-3-1104 (1) (h) (IV), C.R.S.
- Sections 10-4-120(3)(c) and (f), C.R.S., requires insurers pay the prevailing competitive market price for the geographic area in which the loss occurred.

B-5.28

Your personal leverage

- Sudden tragedy turned your life upside down
- You're doing your best with the MANY details
- Special circumstances (Senior Citizen, commuting worker, working parent, young kids, business owner, disabled/ill, etc.)
- You lost a life's worth of possessions
- Good help is extra hard to find now, prices are much higher
- Records are all gone and painstaking to recreate

Your legal/political leverage

- The Fair Claim Regulations (CCR 2695)
- Unfair Ins. Practices Act (Ins. Code 790)
- Bad faith principles in CA case law:
 - Duty of good faith/fair dealing
(be reasonable)(duty to settle fairly)
 - Pay undisputed amounts promptly
 - Insurer \$ interests on par with yours
 - Continuing duty of good faith even post suit
- Media exposure, pending legislation, UP survey

Negotiating via Paper Trail (Coverage issues)

Dear (name of adjuster),

Please provide an update on the dwelling portion of my claim. On (Date) I submitted a contractors estimate to you from (XYZ Contractor) in the amount of \$xxx,xxx. There is a (\$xxx,xxx) dollar difference between your original dwelling payment and this estimate.

Please send payment for the replacement cost amount of (\$ difference between original amount and replacement cost amount) within 2 weeks.

The facts and your leverage

As you know, I paid for extended replacement cost *and* coverage for required code upgrades. The estimate from XYZ Contractor shows that even with (ERC ___%) and code upgrade coverage I am underinsured by at least \$xxx,xxx.

I look forward to receiving my full dwelling coverage limits including all extended and additional benefits by the end of the month so I can make the decisions I need to make on how to get back home.

and...

If you will not be issuing payment of full policy limits, please explain in detail why.

It is my understanding my first ACV payment was calculated using real estate appraisal method. If you do not plan on paying my policy limits based on my contractor's replacement estimate, please confirm that you are willing to pay for a "scope of loss" to be prepared.

Negotiating via Paper Trail (Claim issues)

- Document unreasonable delays, claim handling regulation/law violations
- Clearly explain the balance of benefits owing and why you're entitled to them
- Document rotating adjusters and why it's a problem (3 in 6 months = status report)
 - Refer to your claim diary
 - Be as specific as possible
 - Go up the chain of command

Go “up the chain” until the disputed issue is resolved...

- If you are unable to resolve an issue with your adjuster, go above his/her head “up the chain” within the insurance company.
- The higher you go...the greater your chances of success in resolving your dispute.

If possible, meet in person with with your adjuster and your contractor

- Your contractor should be able to stand behind his/her numbers
- Make sure you have as much detail on sub-contractors as possible
- If your contractor cannot/won't put the time in to prep a detailed scope and estimate w/sub-bids to compare against the insurers' estimate(s), hire a Scope pro. Ask insurer to pay for it as a claim prep expense

(Luke B., CA CZU Fire)

How will my insurance company (State Farm) establish value for the antiques I owned? What defines antique? Given I'm shopping for housewares during a pandemic, should they reimburse me for shipping expenses? **Robert C.**

(Aniluz M., CA LNU Fire)

The Well isn't included in the contract to rebuild, can I make a claim for that? **Val B.**

(Helynn H., CA 2018 Camp Fire)

- How do I determine the step-up basis for my destroyed property for tax purposes? Paradise home built in 1967, husband died in 2013, property was and is in a trust. **Val B, Kerri W.**

(Bob H., CA 2019 Kincade Fire)

If your house is totally destroyed in a fire (basically just the foundation remains), and you decide NOT to rebuild, how much is the insurance company required to pay you (depends on precise policy language, of course, but 'typically'):

- 1 - The full primary 'Coverage A' dollar amount?
- 2 - The full 'Coverage A' amount PLUS your 'additional replacement amount' (typically 25% to 50%) if your policy includes such a provision?
- 3 - The estimated reconstruction cost for the 'same' house you lost (size, exterior and interior finishes, etc.) as submitted by a properly licensed contractor very soon after the loss of the house (i.e. 'at the time of the loss')?
- 4 - Other ... ? **Tony C., Amy B.**

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Deep Breath



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Ordinance and Law/Code Upgrades

What's Included in Code Upgrades?

- As always, read your policy, as the language varies.
- In general, this coverage pays the amount to bring THE HOME YOU LOST up to current building codes, up to available limits.
- This means things that were not there, but will need to be added in order to gain occupancy after rebuilding. i.e. sprinklers, solar, energy efficiency upgrades, etc.
- The cost can be “rolled into” purchase and upgrading of a new house, but the amount is determined by the old house.
- This coverage is usually paid “as incurred” (meaning \$ is spent) but insurer has discretion.
- Often, you have to show that the city/county will enforce the codes in order to get payment.

(Mary S., CA CZU Fire)

I have Law and Ordinance money that can be used for my rebuild. When during the rebuild process do I request that money? My contractor says they will help me with applying for the money by providing information on expenses due to code upgrades. But this makes me nervous because it is an unknown and my rebuild budget relies on that money. Same question about Other Structure money that is available for my rebuild according to California law. When and how do I present my claim to the insurance company? **Val B., Robert C.**

(Sage T., CA LNU Fire)

Insurance company stating that my well and septic are part of my house claim. Way under insured and I could prove it , they refuse to give me how they got their estimates, no discussion of the 50,000 it will take to move and set up modular. They priced out the cheapest modular, doesn't even cover the sprinklers. Do I need a lawyer at this point? **Robert C.**

Loss of Use/Add'l Living Expenses

“Reasonable” progress?

- What is reasonable?
- What are the issues YOU have encountered?
- Explain specifically what you are doing towards rebuilding or replacing your home
- Be prepared to do this monthly
- How does buying change the situation?

- Try to estimate a timeline and ask for a cash out
–It’s a gamble but can provide a set amount

Examples

- Difficulty finding/retaining professionals
 - Architects, engineers, contractors
- Cost increases due to increased demand
- Housing Market issues
- COVID - 19
- How long did it take the carrier to pay the Coverage A benefits? This is a delay in the overall process and extends your ALE needs

(Jacqueline S., CO East Troublesome Fire)

- How do you get in writing our fair market assessment for our monthly temporary housing rent from State Farm? We've asked and they ignore. **Tom L.**

(Celia C., CA Glass Fire)

My insurance Company wants to stop paying ALE, but no work has been started on my house. They have had me make a complete list of all fabrics in the house at the time of the fire, so no other work could be done yet. Don't they have to keep paying it, according to California law? **Tony C.**

(Michael T., CA Glass Fire)

We are awaiting approval of our Building Permit Application, submitted in December, 2021 and have told our insurance company that and have given them monthly progress reports from the beginning, including soil, engineering and architectural receipts, etc. Nevertheless, on March 10, 2022, they sent us a letter which included this sentence: "If we have not received supporting documentation by 3/31/22 indicating the start of construction of the home, such as the foundation being poured, the loss of use for your claim will be suspended." Is this legal under California law? and can we stop this from happening before that date? Unless our permit is approved before that date we are unable to start construction. **Tony C.**

(Joan D., CA CZU Fire)

Is there a law in CA stating that your Loss of Use has to be covered for two-three years
Tony C.

(Christina A., CA Dixie Fire)

How can I get the remaining amount of my ALE of \$18,000? They say I can only use it to pay rent. **Amy B., Tony C.**

(Ken T., CA LNU Fire)

After the LNU fire we stayed in a hotel for 2 months and then moved to a rental in Sea Ranch, CA for 7 months, 10/10/2020 through 4/30/2021. We submitted receipts for all our expenses for this period of time, but State Farm has rejected our claim for grocery expenses because we had a kitchen in the rental. They wrote: “We confirmed during this time you had full access to kitchen so food expenses would not be covered.”

We asked them to show us where in the policy it said that about having a kitchen and they pointed us to the Loss of Use clause: “...we will cover the necessary increase in cost you incur to maintain your standard of living...” We provided evidence that our food expenses were almost \$300 per month more in Sea ranch than pre-fire and we were doing no more than maintaining our standard of living. Is State Farm correct that having a kitchen prevents us from being reimbursed for grocery expenses? **Tony C., Robert C.**

(Ronald T., CA Glass Fire)

I requested my mortgage company to send me the amount exceeding my mortgage balance. So I can at least earn interest on the over amount until its needed. Its not enough to pay for my second installment to our contractor after framing, I will need an inspection and additional payment at phase two. The mortgage company sent me a check and a letter stating I can't get additional funds until the job is completed. We just started our construction and will need an additional payment after framing and a final payment at completion. Should I return the payment back to avoid not having enough for my second payment to our contractor after framing. Thank you **Robert C., Tony C., Val**

(Kathryn O., CA CZU Fire)

My understanding is that we can prolong insurance compensation for a 3rd year if the loss was during a Federally designated disaster (CZU fire). How does one go about obtaining continued compensation for the additional year? **Tony C.**

(Doug K./State Farm)

How do we get paid when he ignores time limits to respond to our written questions and how can we move forward to settle our claim when we can't get the payments due us and responses to our questions? Tony C., Amy B.

CA standards for estimating dwelling value

§ 2695.183. Standards for Estimates of Replacement Value.

10 CA ADC § 2695.183

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations [Currentness](#)

Title 10. Investment

Chapter 5. Insurance Commissioner

Subchapter 7.5. Unfair or Deceptive Acts or Practices in the Business of Insurance

Article 1.3. Valuation of Homes

10 CCR § 2695.183

§ 2695.183. Standards for Estimates of Replacement Value.

No licensee shall communicate an estimate of replacement cost to an applicant or insured in connection with an application for or renewal of a homeowners' insurance policy that provides coverage on a replacement cost basis, unless the requirements and standards set forth in subdivisions (a) through (e) below are met:

(a) The estimate of replacement cost shall include the expenses that would reasonably be incurred to rebuild the insured structure(s) in its entirety, including at least the following:

- (1) Cost of labor, building materials and supplies;
- (2) Overhead and profit;
- (3) Cost of demolition and debris removal;
- (4) Cost of permits and architect's plans; and
- (5) Consideration of components and features of the insured structure, including at least the following:
 - (A) Type of foundation;
 - (B) Type of frame;
 - (C) Roofing materials and type of roof;
 - (D) Siding materials and type of siding;
 - (E) Whether the structure is located on a slope;
 - (F) The square footage of the living space;

Seeking help from the CA DOI

- Include a very brief summary/chron
- www.insurance.ca.gov
- 1-800-927-4357

54% of survey respondents reported having a problem with their insurance company.

Of those respondents only 25% have filed a formal complaint with the California Department of Insurance.



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Colorado Division Of Insurance

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- Email: dora_insurance@state.co.us

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Welcome to the Colorado Division of Insurance

Mediation

Mediation is an informal, voluntary, non-binding process for conducting settlement negotiations between you and your insurance company.

Can be fast and inexpensive if your dispute is ripe for mediation and you're prepared and empowered.

You must PREPARE.

Mediation “Pros”

- Inexpensive
- If you don't like the result, you can walk away
- Efficient way of putting the dispute behind you and moving forward
- Educates both sides about the strengths and weaknesses of their positions

Mediation “Cons”

- Insurance company may not be seriously interested in settling, but uses mediation to gather evidence and test the strength of your legal case
- Mediator may inappropriately discourage/scare the policyholder to force a settlement
- Mediator may tell insurance company things you ask them to keep secret
- Insurance rep may take advantage of your inexperience with the mediation process and legal concepts
- You may leave the mediation feeling it was a waste of time and money

Types of Professional Help

- Licensed Attorney
- Licensed Public Adjuster
- Licensed Contractor
- Licensed or Unlicensed Construction Estimator/Consultant/Scope preparer
 - Fees range from free to \$4k to % of project
 - Can they defend/negotiate on your behalf?
 - Is their work better than Xactimate, how/why?

Litigation

Multi-plaintiff/class action/Unfair practice/Fraud

Systematic underinsurance, improper software

Systemic fraud

Improper depreciation

Disparate treatment

Utility negligence/liability

Individual

- E & O claim vs. agent/broker
- Breach of contract/covenant of GFFD

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ACV until Replaced

2051.5

- (2) If the policy requires the insured to repair, rebuild, or replace the damaged property in order to collect the full replacement cost, the insurer shall pay the actual cash value of the damaged property, as defined in Section 2051, until the damaged property is repaired, rebuilt, or replaced. Once the property is repaired, rebuilt, or replaced, the insurer shall pay the difference between the actual cash value payment made and the full replacement cost reasonably paid to replace the damaged property, up to the limits stated in the policy..

Buying vs. Rebuilding



The process is almost identical for all the different options (rebuild/buy/codes)



The most important thing: **KNOW HOW MUCH IT WOULD COST TO REBUILD THE HOUSE YOU LOST** up to the policy limits.



If buying you will also need a **CODE BID** for the house you lost, **NOT** the new one!



If you were paid the full policy limits you will most likely not need an estimate

CA Fair Claims Settlement Practices Act – 2695.9

- (d) If losses are settled on the basis of a written scope and/or estimate prepared by or for the insurer, the insurer shall supply the claimant with a copy of each document upon which the settlement is based. The estimate prepared by or for the insurer shall be in accordance with applicable policy provisions, of an amount which will restore the damaged property to no less than its condition prior to the loss and which will allow for repairs to be made in a manner which meets accepted trade standards for good and workmanlike construction. The insurer shall take reasonable steps to verify that the repair or rebuilding costs utilized by the insurer or its claims agents are accurate and representative of costs in the local market area. If the claimant subsequently contends, based upon a written estimate which he or she obtains, that necessary repairs will exceed the written estimate prepared by or for the insurer, the insurer shall:
 - (1) pay the difference between its written estimate and a higher estimate obtained by the claimant; or,
 - (2) if requested by the claimant, promptly provide the claimant with the name of at least one repair individual or entity that will make the repairs for the amount of the written estimate. The insurer shall cause the damaged property to be restored to no less than its condition prior to the loss and which will allow for repairs in a manner which meets accepted trade standards for good and workmanlike construction at no additional cost to the claimant other than as stated in the policy or as otherwise allowed by these regulations; or,
 - (3) reasonably adjust any written estimates prepared by the repair individual or entity of the insured's choice and provide a copy of the adjusted estimate to the claimant.



CALIFORNIA DEPARTMENT OF INSURANCE



**Wildfire resources
and insurance
information**

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Welcome to the Colorado Division of Insurance

Guidance available in the UP Claim Help Library at www.uphelp.org/disputeresolution

- Speak UP: Going up the chain of command
- Insurance Appraisal Simplified
- A Policyholders Guide to Mediation
- Hiring Professional Help
- Sample Letters (www.uphelp.org/sample)

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/r2r>

THANK YOU FUNDERS



CO DOI Emergency Regulation 22-E-01

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 Drive](https://drive.google.com/file/d/1K7XhVsLVk4ufP2CLjSRnZEO4Yqeco08S/view)
[https://drive.google.com/file/d/1K7XhVsLVk4ufP2CLjSRnZEO4Yqeco08S/viewe](https://drive.google.com/file/d/1K7XhVsLVk4ufP2CLjSRnZEO4Yqeco08S/view)

CO DOI Bulletin B-5.28 Revised 09-07-2017

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.**” Note: This applies to primary homeowners

“...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/0BwMmWVFE3YMsMi1pcUIPQ1pINzg/view?resourcekey=0-Tdn5DcvGKYpUZQ59VO2ptQ)
<https://drive.google.com/file/d/0BwMmWVFE3YMsMi1pcUIPQ1pINzg/view?resourcekey=0-Tdn5DcvGKYpUZQ59VO2ptQ>

CO DOI Bulletin B-5.42 Issued 10-25-2021

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.

- [New Bulletin B-5.42 Concerning Extension of Policyholder Benefits in the Event of a Catastrophic Disaster.pdf - Google Drive](https://drive.google.com/file/d/1EK7Kf54-RibhB5HzW6vl4uzTAWJJ7udU/view)<https://drive.google.com/file/d/1EK7Kf54-RibhB5HzW6vl4uzTAWJJ7udU/view>

CO DOI Bulletin B-5.43 Issued 01-03-2022

“...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-aPbx3tTgnarjIXWFvOaPX87/view)<https://drive.google.com/file/d/116YN4rpL-aPbx3tTgnarjIXWFvOaPX87/view>

CO DOI Town Hall FAQ's ALE

Revised 01-08-22

“...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 Drive](https://drive.google.com/file/d/16MT_ZhUi3AaUaUjM4Y86-KqNAt2ZNAaF/view)
https://drive.google.com/file/d/16MT_ZhUi3AaUaUjM4Y86-KqNAt2ZNAaF/view

CO DOI Bulletin B 5.44 Issued 02-08-2022

Concerning the Communication of Certain Coverage Limits by Homeowners' Insurance Companies to Policyholders that Experienced a Loss Resulting from the Boulder County Fires

...Within ten (10) days of a policyholder's request, insurance companies shall provide policyholders with a written explanation of the coverages and coverage limits applicable to the loss. This information is meant to supplement the information contained in the declarations page (the declarations page of the policy informs the policyholder of the coverage limits for each coverage under the policy). This explanation must include the following information:

- ✓ **A description of each property coverage, including any special limits or additional coverages, applicable to the loss and consistent with the requirements in C.R.S. § 10-4-110.8(7)(a).**
- ✓ 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**

CO DOI Bulletin B 5.44 Issued 02-08-2022

continued

- The Division instructs carriers to provide information to their policyholders who have experienced a total loss about the Boulder County Debris Removal Program and its impact on their coverage limits.
- **Due to the extent of the destruction for policyholders who experienced a total loss, the Division requests carriers to maximize the payout on additional coverages without requiring the policyholder to incur the actual costs before reimbursement.**
- If applicable, policyholders must be notified that any payments issued under coverages requiring policyholders to incur costs could be subject to repayment should the policyholder elect to relocate and not rebuild...

CO Attorney General and Boulder County Tips For Avoiding Contractor Fraud (1)

- Say no to contractors using high pressure sales tactics or requesting that you make an immediate decision.
- Before you spend any significant amount of money on home repairs, solicit bids from at least 3 different contractors to compare pricing.
- Before you select your contractor, check with your local government to determine if your contractor is properly licensed.
 - Town of Superior Building Department:
<https://www.superiorcolorado.gov/departments/building-department>
 - City of Louisville Contractor Licensing:
<https://www.louisvilleco.gov/localgovernment/government/departments/building-safety/contractor-licensing>
 - For electrical and plumbing contractors, check with the Colorado Department of Regulatory Agencies (DORA): <https://dora.colorado.gov/check-a-license>

CO Attorney General and Boulder County Tips For Avoiding Contractor Fraud – (2)continued...

Prior to selection, check the contractor's complaint and business history with the Better Business Bureau

- Boulder Better Business Bureau:
<https://www.bbb.org/us/co/boulder>
- Denver Better Business Bureau:
<https://www.bbb.org/us/co/denver>
- BBB Serving Northern Colorado and Wyoming:
<https://www.bbb.org/localbbb/bbb-serving-northern-colorado-and-wyoming>

Report fraud at www.StopFraudColorado.gov or call 800-222-4444

➤ <https://coag.gov/app/uploads/2022/01/Boulder-Fire-Advisory-Contract-Fraud-.pdf>

CO Attorney General and Boulder County Tips For Avoiding Contractor Fraud – (3) continued...

- Prior to selection, ask the contractor how long they have been in business and confirm that the company is registered with the Colorado Secretary of State.
- Ask the contractor to provide you with references from prior customers and contact the customers to confirm the contractor completed all work in a satisfactory manner.
- Ask to see a copy of the contractor's liability insurance policy to make sure it covers any negligent repair and a copy of the contractor's workers compensation insurance policy to make sure it covers any potential injuries while working on your property.
- Ask the contractor what bank they use to maintain customer deposits and whether the account is a trust account, separate from their personal account as required by the Colorado Contractor Trust Fund Statute, Section 38-22-107 of the Colorado Revised Statutes. The statute imposes criminal penalties for contractors who fail to keep consumers' funds separate from their personal funds.
- Require your contractor to obtain mechanic's lien waivers from all suppliers and subcontractors.
- Demand the selected contractor sign a written contract that spells out specific details of the agreement including when the work will be started, the quality and type of all materials to be used, and when the work will be completed...

Consumer Advisory: Boulder County Fires – Improving Policyholders' Experiences

DOI asks insurers to help fire survivors on key issues (1)

1. For smoke, soot and ash claims:

Regarding the repair and testing for smoke, soot and ash, along with extending ALE coverage until necessary cleaning, testing and repairs are complete:

- A) Inspect the home when smoke, soot and ash are visible. Repairs / cleaning / replacement as necessary of hard surfaces, HVAC systems, attic insulation and soft goods.
- B) If there is a question of habitability after cleaning, insurance company should offer independent testing at the insurer's cost. ALE continued until any testing and necessary remediation is complete

➤ [Consumer Advisory: Boulder County Fires – Improving Policyholders' Experiences - kerri.waite@uphelp.org - United Policyholders Mail \(google.com\)](mailto:kerri.waite@uphelp.org)

Consumer Advisory: Boulder County Fires – Improving Policyholders' Experiences

DOI asks insurers to help fire survivors on key issues (2)

2. Contents coverage (Coverage C) payout of no less than 60% without requiring inventory (for owner-occupied, primary residences).
3. Provide options for streamlining inventory documentation for total losses for those eligible for additional replacement cost benefits from their policy, including: inventory forms that allow grouping by category, itemizing large items; and grouping by room or individual interviews with the policyholders.

➤ [Consumer Advisory: Boulder County Fires – Improving Policyholders' Experiences - kerri.waite@uphelp.org - United Policyholders Mail \(google.com\)](mailto:kerri.waite@uphelp.org)

Consumer Advisory: Boulder County Fires – Improving Policyholders' Experiences

DOI asks insurers to help fire survivors on key issues (3)

4. Individual claims filed in the declared disaster area as defined by the State of Colorado Disaster Declaration issued on December 30, 2021, will be treated as a single fire loss with one deductible.

5. No future adverse underwriting actions will be taken based in whole or in part on a claim filed as a result of the Marshall Fire and Straight Line Winds event associated with the Colorado disaster declaration issued by Governor Polis on December 30, 2021..

If you have questions about this information contact

Consumer Services team at the Division of Insurance - 303-894-7490 /
DORA_Insurance@state.co.us/ doi.colorado.gov (click on “File a Complaint”)

Consumer Advisory: Boulder County Fires – Improving Policyholders' Experiences

DOI asks insurers to help fire survivors on key issues (4)

Insurance Company Responses						
Companies	1a) Smoke, soot, ash - clean / replace	1b) Habitability testing / extend ALE	2) 60% contents payout	3) Streamline inventories	4) Single deductible	5) No Adverse Under-writing
Acuity	YC	Y	Y	Y	N	Y
AIG Prop & Casualty	Y	Y	Y	Y	Y	Y
Allied Prop. & Casualty	YC	YC	Y	YC	YC	YC
Allstate Fire & Casualty	Y	Y	Y	Y	Y	Y
Allstate Indemnity	Y	Y	Y	Y	Y	Y