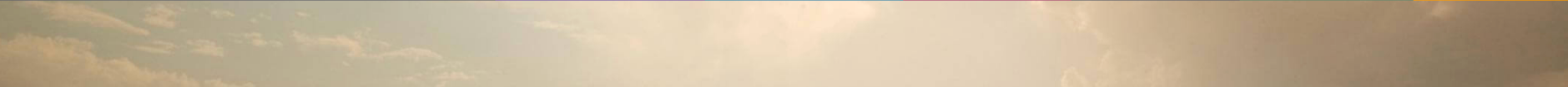




# How to Read Your Home Insurance Policy, Understand and Calculate Available Benefits

October 26<sup>th</sup>, 2023  
2023 Maui Wildfires  
Virtual Workshop/Webinar #2  
[www.uphelp.org](http://www.uphelp.org)


# To download today's slide deck





## EVENTS

[Home](#) » [Events](#) » [Maui Wildfires: How to Read and Understand Your Policy](#)

### Maui Wildfires: How to Read and Understand Your Policy

 Thursday, October 26, 2023  
12:00 p.m. HST

 Zoom

 2023 Maui Wildfires survivors

[REGISTER](#)

#### RESOURCES

- [A Simplified Guide to Your Homeowners Policy](#)
- [# 2 R2R How to Read & Understand Your Policy \(10-26-23\)](#)



This webinar covers how to read and understand your insurance policy, calculate maximum available dollars to you and how to collect them.

# United Policyholders (UP) and our Roadmap to Recovery® Program

- A national not-for-profit that is a trusted information resource and respected voice for insurance consumers in all 50 states
- 32 year track record and expertise in disaster recovery and insurance
- The Roadmap to Recovery program = *Post disaster guidance and services focused on financial, insurance, real estate and construction decision-making and emotional recovery*
- Funded by donations and grants, volunteers/*pro bono*. You can't hire us, our services are free, but limited

# Team UP

- Professional staff
- Government and nonprofit partners
- Volunteers
  - Previous catastrophic loss survivors
  - Consumer-oriented professionals
    - Policyholder lawyers
    - Public Adjusters
    - Tax and Financial Planning experts
    - Construction and Real Estate professionals



# Reminders

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

# Upcoming Roadmap to Recovery<sup>®</sup> Events

United Policyholders  
Engineering the Insured

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## EVENTS

Home » Events

### UPCOMING EVENTS

**Maui Wildfire: How to Read and Understand Your Policy**

Thursday, October 26, 2023  
12:00 p.m. HST

Zoom

2023 Maui Wildfires survivors

[VIEW +](#)

**Hurricane Ian Survivor to Survivor Forum**

Tuesday, November 14, 2023  
7 pm ET

zoom - registration required

2022 Hurricane Ian survivors

[VIEW +](#)

**Collecting Every Dime**

Thursday, November 16, 2023  
6:00 p.m. MT

Zoom

All Marshall Fire survivors

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Register for upcoming events.

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# 2023 Hawai'i Wildfires – Insurance Claim and Recovery Help



## UPCOMING EVENTS >

### Maui Wildfire Recovery Orientation Webinar

📅 Wednesday, September 27, 2023  
12 p.m. HST

📍 Zoom - registration required

👤 2023 Hawai'i wildfire survivors



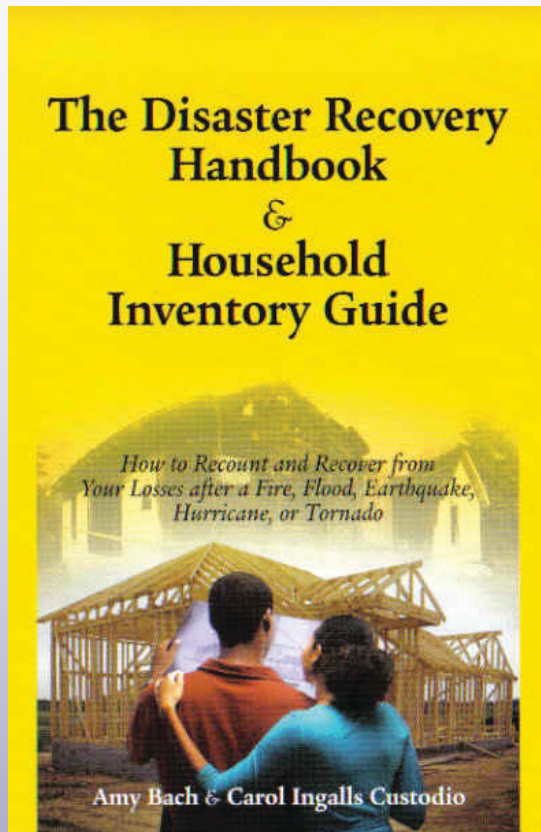
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## 2023 HAWAI'I WILDFIRE UPDATES

First Name \*

Last Name

# “The Little Yellow Book”



Free copies are  
available

[info@uphelp.org](mailto:info@uphelp.org)

# Roadmap to Recovery™

- Webinars and workshops:
- Emotional support
  - Survivor to Survivor
- Decision-making help
  - Mortgages, loans, rebuild or move...
  - Taxes, legal matters, construction
- Insurance problem solving
  - Underinsured dwelling, inadequate ALE
  - Partial losses/Smoke
- Online and print guidance
- Surveys/data gathering
- Pro Bono Prof'l Help clinics





# Free online help 24/7

[uphelp.org/recovery/disaster-recovery-help](http://uphelp.org/recovery/disaster-recovery-help)

- Step-by-Step Guidance
- One Click Links to Sign UP for Events And Email Notifications
- Sample Letters & Claim Forms  
[www.uphelp.org/samples](http://www.uphelp.org/samples)
- Links to Pro-consumer Professional Help  
[www.uphelp.org/findhelp](http://www.uphelp.org/findhelp)
- Survivors Speak Tips  
[www.uphelp.org/survivorsspeak](http://www.uphelp.org/survivorsspeak)
- Upcoming Workshops and Resources  
[www.uphelp.org/events](http://www.uphelp.org/events)

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The screenshot displays the United Policyholders website's "Disaster Recovery Help" page. The header includes the logo "United Policyholders Empowering the Insured" and navigation links for "LOG IN" and "ASK AN EXPERT". A search bar is located in the top right. The main navigation menu features "HOME", "ABOUT", "MEDIA", "RECOVERY HELP", "GET PREPARED", "ADVOCACY", and "EVENTS". The "RECOVERY HELP" menu item is expanded, showing "ROADMAP TO RECOVERY™" and "DISASTER RECOVERY HELP", with the latter circled in red and an arrow pointing to it. Below the navigation, a purple banner reads "DISASTER RECOVERY HELP" with a breadcrumb trail: "Home >> Roadmap to Recovery™ >> Disaster Recovery Help". The main content area is a grid of disaster-related articles, each with a representative image, a date, and a status:

- 2022 Hurricane Ian – Insurance Claim and Recovery Help Library**: Includes an aerial view of a destroyed neighborhood. Date: SEP 28, 2022 – ACTIVE. Description: Hurricane Ian made landfall as a Category 4 Hurricane and caused extensive damage in late September, 2022 in regions throughout Florida and neighboring states.
- 2022 California Wildfires – Insurance Claim and Recovery Help**: Includes an image of a wildfire. Date: JUL 29, 2022 – ACTIVE. Description: This library will help those affected by the Alex, McKinney, Yeti, Mill, and Fairview fires.
- 2022 Oak Fire – Insurance Claim and Recovery Help**: Includes an image of a large fire. Date: JUL 22, 2022 – ACTIVE. Description: The Oak Fire in Mariposa County has burned nearly 19,000 acres and destroyed over 190 structures so far during what is predicted to be an exceptionally challenging wildfire season in California due to drought conditions.
- 2022 Yellowstone Flooding in Montana**: Includes an image of a flooded truck. Date: JUN 10, 2022 – ACTIVE. Description: "1-in-500 year event" in June 2022 brought catastrophic flooding to Montana communities along the Yellowstone River.
- March 2022 Louisiana Tornado – Insurance Claim and Recovery Help**: Includes an image of a destroyed house. Date: MAR 23, 2022 – ACTIVE. Description: On March 22nd, 2022 an EF3 tornado touched down in the Lower Ninth Ward, Timberlane, Louisiana.
- 2022 Tornado – Insurance Claim and Recovery Help**: Includes an image of a destroyed building. Date: JAN 1, 2022 – ACTIVE.

Wildfire recovery is a *process*...  
take it one day at a time



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# Today's Presenters

Amy Bach, Esq.

Co-Founder and Executive Director, United Policyholders

Sandra Moriarty

R2R Insurance Specialist, United Policyholders



# Amy Bach



- Co-founder, United Policyholders  
Leading the Roadmap to Recovery®, Roadmap to Preparedness and Advocacy and Action programs since 1995
- Disaster Recovery Handbook author
- Attorney and Insurance Consumer Advocate
- Official consumer representative:
  - National Association of Insurance Commissioners
  - Federal Advisory Committee on Insurance (US Treasury)

# Sandra Moriarty, CPCU



- 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

# 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

# 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

- How to understand what your policy provides
- How to understand the math and rules on how much you can collect from your insurance company and when they should be issuing you benefit payments

# Get a complete & current copy of your home insurance policy

- 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

# 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!

# Declarations page

- Not all declarations pages look the same
- Should state:
  - Name of **Insured**
  - Location of insured property
  - Effective date - also called policy period
  - Major coverages and limits
  - Riders, Endorsements, “extras”
  - Deductibles (or deductibles)
  - Lender/Mortgage company information



# Base limits, coverage extensions

## Schedule of Coverages

This policy provides only those coverages where a premium or limit of liability is shown.

Section I Coverage	Limit of Liability	Premium
Coverage A - Dwelling	\$526,719	\$741
Coverage B - Other Structures	\$52,672	
Coverage C - Personal Property	\$210,688	
Coverage D - Loss of Use	\$158,016	
Deductible Other Than Hurricane	\$1,000	(\$95)
Section II Coverage	Limit of Liability	Premium
Coverage E - Personal Liability	\$400,000 each occurrence	\$11
Coverage F - Medical Payments to Others	\$5,000 each person	\$13

**YOUR POLICY DOES NOT INCLUDE COVERAGE FOR HURRICANE OR FLOOD**

# Anatomy of a policy

Definitions

Coverages

Additional Coverages

Losses Insured

Losses Not Insured (Exclusions)

Loss Settlement Provisions

Conditions

# Deep breath



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# “Buckets” of coverage

Dwelling

Dwelling Extension/Other Structures

Personal Property/Contents

Loss of Use/Additional Living Expense

Many insurers label these buckets A, B, C and D

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)

# Coverage for your home (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**



Section I			
A	B	C	D
Dwelling	Other Structures	Personal Property	Loss of Use
\$ 300,200	\$ 30,100	\$ 225,200	\$ 120,100

# Dwelling – Examples

## 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 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.

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

# Other Structures


- Also called “Dwelling Extension”
- Usually limited to 10% of Dwelling 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



# 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**



Section I			
A	B	C	D
Dwelling	Other Structures	Personal Property	Loss of Use
\$ 300,200	\$ 30,100	\$ 225,200	\$ 120,100



# 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.

When you see a word in **bold** it's explained in the definitions section of the policy

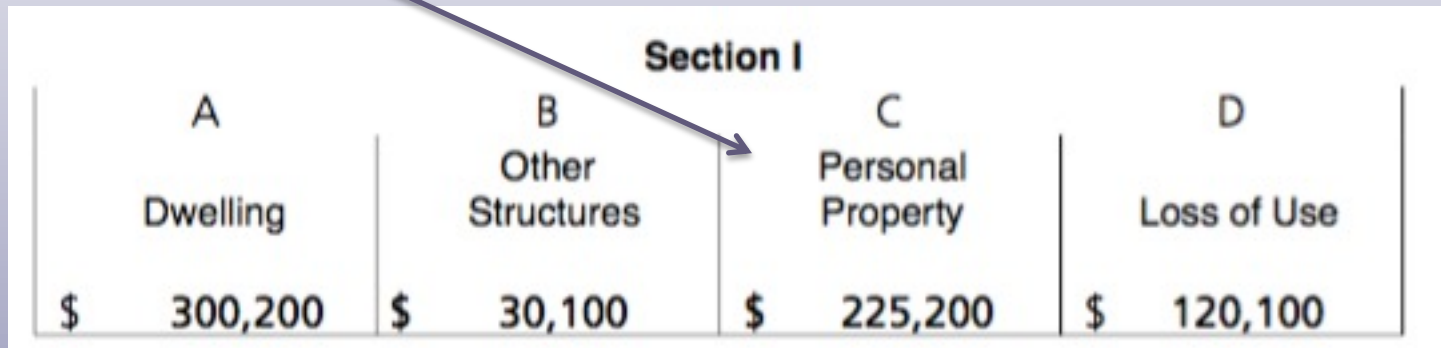
34. **Separate structure** - means:

- 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**.

# 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**



Section I			
A	B	C	D
Dwelling	Other Structures	Personal Property	Loss of Use
\$ 300,200	\$ 30,100	\$ 225,200	\$ 120,100

# 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

# Contents – Special limits

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 under a rider or additional policy (i.e., jewelry, art)
- 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

## Additional Living Expenses/ 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 Rental Value of destroyed home OR
  - Rent for a comparable temporary residence OR
  - “Actual Loss Sustained”
  - 12, 24 months or no limit (as incurred)

# Temporary living expenses: Loss of Use/ALE benefits

- Reimbursement for expenses you incur due to losing the use of your home, including:
  - Rent for comparable housing and rental furniture
  - Extra mileage/gas
  - Laundry costs if your rental doesn't have a W/D
  - See [www.uphelp.org/ALE](http://www.uphelp.org/ALE) and *Sample Letter requesting info about insurance benefits for ALE*
- Your mortgage payments are NOT covered.
- Request cash advances, flexibility
- 12 or 24 months, see: Ins. Comm'r memo 2023-5A
- w/or w/out a dollar limit

# HI DOI Memo 2023-5A Issued 9-14-2023

## **Concerning Extension of Policyholder Benefits in the Event of a Catastrophic Disaster**

...One concern that keeps arising is the time period to utilize the Additional Living Expenses (ALE). The time period varies among insurers, but is often 12 months from the date of event. Recovery for Lahaina in particular will take a significant amount time. For this reason, the Commissioner encourages all insurers providing residential property insurance to those affected by the August 2023 wildfires on Maui Island to voluntarily provide policyholders at least 36 months of ALE, subject to policy limits.

This Memo is directed to all insurers in this State providing residential property insurance in areas impacted by the August 8, 2023, wildfires.

- [HI DOI Memo 2023-5A - https://cca.hawaii.gov/ins/files/2023/09/IC-Memo-2023-5A.pdf](https://cca.hawaii.gov/ins/files/2023/09/IC-Memo-2023-5A.pdf)



# ALE vs. Fair Rental Value (FRV)



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”

# 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. Rent for 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

# 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.

# Loss of Use/ALE options

- Ask for FRV versus “as incurred”
- Negotiate a lump sum
- Purchase a 5<sup>th</sup> wheel or recreational vehicle
- Use ALE funds to buy tiny home or other temporary dwelling

# Deep breath



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# 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* 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.

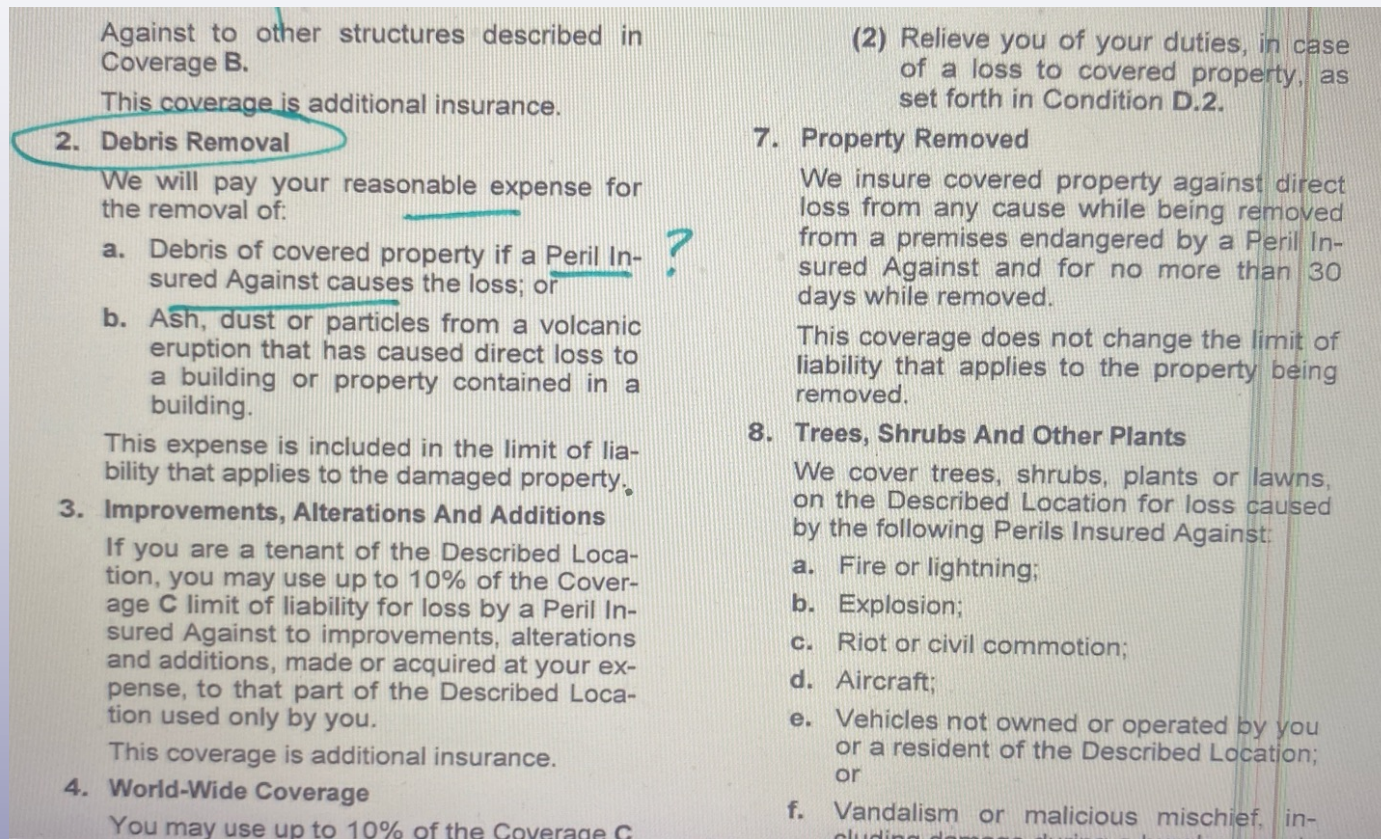
If the amount of loss or damage, including reimbursable debris removal expense, exceeds the applicable Coverage A, B or C **stated limit** for the type of damaged property, we will reimburse you up to an additional 5% of the applicable **stated limit** for the excess reimbursable debris removal expense 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. **remediate** 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.

Our condo policy says they'll pay the "reasonable expense" for debris removal. What does that mean? Won't this leave us less to rebuild?



🔔 Re-entry Update: Find Lahaina zones that have re-opened. Re-entry for Kula has completed.



**MAUI RECOVERS**

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EXPLORE



Re-entry to Impacted Areas



Safety Info for Returning to Your Property



Water and Wastewater



Maps and Data



Fire Debris Removal



Recovery Phases



Financial and Housing Assistance

## Fire Debris Removal

The August 2023 Maui Wildfires Disaster damaged or destroyed more than 2,000 Maui properties and will require a coordinated fire debris removal cleanup. The cleanup process includes two phases. Phase 1 is removal of hazardous materials; Phase 2 is removal of other fire-related debris.

The County of Maui will oversee priorities during the fire cleanup while working in partnership with state and federal agencies who are here to support the community with this process.



## MAUI WILDFIRE DISASTER RESPONSE Consolidated Debris Removal Program

*Cultural Monitors Will Be On-Site During This Process*

Phase 1: Hazardous Materials

Phase 2: Consolidated Debris Removal Program



### Hazardous Materials Removal & Infrastructure Assessments

The U.S. Environmental Protection Agency removes hazardous materials like paints, solvents, oils,

### Public Access

Community members will be permitted to return to their properties and retrieve items

### Enrollment

Maui County collects right-of-entry forms from property owners and provides them to the U.S. Army Corps of

### Ash and Fire-Damaged Material Removal

The U.S. Army Corps of Engineers will remove approved fire-damaged

### Environmental Testing

Environmental testing will be completed to ensure a property is safe to rebuild

# 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



# Trees, plants, & shrubs – Examples

## Liberty Mutual & Farmers

**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.

# WHAT ARE YOUR AVAILABLE BENEFITS?

# Base limits + endorsements + 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

## Additional Coverages

Coverage	Premium
Equipment Breakdown Endorsement Limit of Liability \$50,000 / Deductible \$500	\$0
Extension of Coverage	\$26
Hurricane Exclusion	(\$262)
Limited Fungi, Wet or Dry Rot, or Bacteria Coverage Section I Limit of Liability \$10,000 Section II Limit of Liability \$50,000	\$0
Optional Inclusion - Hawaii	\$0
Personal Property Replacement Cost Loss Settlement	\$97

# 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%



# Do the math! – Example

**Coverage A - \$500,000**

**Extended Replacement Coverage = 25% (Opt ID if State Farm)**

Coverage A is  $\$500,000 \times 25\% = \$125,000$

**Code Upgrade Coverage = 20%**

Coverage A is  $\$500,000 \times 20\% = \$100,000$

**Debris removal is 5% of Coverage A\***

Coverage A is  $\$500,000 \times 5\% = \$25,000$

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 LINGO & POLICY TERMS

# How and when benefits are payable

- 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 allows reimbursement for amounts *actually and necessarily spent for covered repairs*, up to the policy limits

# 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

Homeowners Policy FP-7955.CA  
Homeowners Policy Endorsement FE-3422  
Amendatory Endorsement FE-3247  
Jewelry and Furs \$1,500 Each Article/\$2,500 Aggregate Option JF  
Firearms \$2,500 Each Article/\$5,000 Aggregate Option FA  
Increase Dwlg Up to \$ 93,900 Option ID  
Ordinance/Law 25%/\$ 117,375 Option OL

YES

MAYBE

COVERAGE AND LIMITS OF LIABILITY					
SECTION I			SECTION II		
A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE <small>ACTUAL LOSSES SUSTAINED</small>	E. PERSONAL LIABILITY	F. MEDICAL PAY <small>EACH PERSON</small>
210,600	21,060	147,420	<small>IN 12 MOS.</small>	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
<b>H03</b>	<b>01/00</b>	<b>1,097.00</b>	<b>12747</b>	<b>12/01</b>	
<b>HO90</b>	<b>05/02</b>		<b>HO48</b>	<b>01/00</b>	
<b>12559</b>	<b>02/07</b>		<b>12567P</b>	<b>02/07</b>	
<b>HO216</b>	<b>01/00</b>	<b>22.00CR</b>	<b>11796</b>	<b>07/11</b>	
<b>438BFUN</b>	<b>05/42</b>		<b>10940</b>	<b>07/89</b>	
<b>IN2004</b>	<b>03/04</b>		<b>IN2264</b>	<b>03/06</b>	
<b>IN2499</b>	<b>10/08</b>		<b>IN0000</b>	<b>04/09</b>	
<b>IN0100</b>	<b>01/10</b>		<b>HO300CA</b>	<b>10/14</b>	
<b>IN2709</b>	<b>12/15</b>		<b>IN2710</b>	<b>01/16</b>	
<b>IN2722</b>	<b>02/17</b>				

### Policy Forms and Endorsements: The following forms and endorsements are applicable to your policy

LibertyGuard® Deluxe Homeowner Policy (HO 00 03 04 91)	Home Protector Plus (FMHO 2147 R3)
Backup of Sewer and Sump Pump Overflow Coverage (FMHO 2062 R1)	Green Upgrade and Recycling Coverage (FMHO 3353 1113)
Loss Assessment Coverage (FMHO 2516 1113)	Additional Residence Rented To Others (HO 24 70 04 91)
Credit Card, Fund Transfer Card, Forgery (HO 04 53 04 91)	Protective Devices (HO 04 16 04 91)
Amendmt Pol Definitions (FMHO-2934 7/04)	Amendatory Endorsement (FMHO-2510 5/03)
Amendatory Mold End (FMHO 3370 1112)	Seepage Exclusion End (FMHO 3391 1112)
No SecII/Limit I-Daycare (HO 04 96 04 91)	Special Provisions - CA (FMHO 3430 1113)
Workers Compensation Coverage (HO 24 90 01 93)	CA Prop Bill of Rights (FMHO 2942 0711)
CA Res Prop Disclosure (FMHO 4152 1112)	Inflation Protection (FMHO-2936 9/04)
Amendatory Endorsement (HO 04 01 06 93)	Lead Poisoning Exclusion (FMHO-2145 R1)
Education Coverage Endorsement (FMHO-2357)	

NO IDEA?!

# Example – Actual Cash Value (ACV)

## 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

# Same ACV policy + Endorsement

COVERAGE		DESCRIPTION	PREMIUM
BASIC COVERAGE			
<b>HO3</b>	<b>01/00</b>	<b>Special Form</b>	<b>1,007.00</b>
<b>12567A</b>	<b>02/07</b>	<b>Replacement Cost</b>	<b>66.00</b>
<b>12559</b>	<b>02/07</b>	<b>Per Prop Repl</b>	
<b>HO216</b>	<b>01/00</b>	<b>Prem Alarm Prot</b>	<b>27.00CR</b>

12559 (02-07)

## 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 settled as follows.

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

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

- i. the applicable **stated limit** or other limit of insurance in this policy that applies to the damaged or destroyed **dwelling** or **separate structure(s)**;
- ii. the reasonable repair or replacement cost of that specific **component part(s)** damaged for equivalent construction with materials of like

- kind and quality on the **residence premises**, determined as of the time of loss or damage;
- iii. the reasonable and necessary amount actually spent to repair or replace the specifically damaged **component part(s)** of the **dwelling** or **separate structure(s)**; or
- iv. the loss to the interest of the **insured** in the property.

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

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

# 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



# Example – Replacement Cost (RC)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SPECIFIED ADDITIONAL AMOUNT OF INSURANCE FOR COVERAGE A – DWELLING**

### SCHEDULE

<b>Additional Amount Of Insurance</b>	<b>%</b>
The Additional Amount Of Insurance is determined by multiplying the Coverage A Limit Of Liability shown in the Declarations by the percentage amount shown above.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

To the extent that coverage is provided, we agree to provide an additional amount of insurance in accordance with the following provisions:

**A. If you have:**

1. Allowed us to adjust the Coverage A limit of liability and the premium in accordance with:
  - a. The property evaluations we make; and
  - b. Any increases in inflation; and
2. Notified us, within 30 days of completion, of any improvements, alterations or additions to the building insured under Coverage A which increase the replacement cost of the building by 5% or more;

the provisions of this endorsement will apply after a loss, provided you elect to repair or replace the damaged building.

**B. If there is a loss to the building insured under Coverage A that exceeds the Coverage A Limit Of Liability shown in the Declarations, for the purpose of settling that loss only:**

1. We will provide an additional amount of insurance, up to the amount described in the Schedule above; and

- b. The necessary amount actually spent to repair or replace the damaged building; or
- c. The limit of liability under this policy that applies to the building, plus any additional amount provided by this endorsement.

If the building is rebuilt at a new premises, the cost described in a. above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

3. We will pay no more than the actual cash value of the damage until actual repair or replacement is complete.
4. You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss to the building on an actual cash value basis. You may then make claim for any additional liability on a replacement cost basis, provided you notify us, within 180 days after the date of loss, of your intent to repair or replace the damaged building.

# 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

# 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

### Forms, Options, & Endorsements

Homeowners Policy	FP-7955 .CA
Homeowners Policy Endorsement	FE-3422
Amendatory Endorsement	FE-3247
Jewelry and Furs \$1,500 Each Article/\$2,500 Aggregate	Option JF
Firearms \$2,500 Each Article/\$5,000 Aggregate	Option FA
Increase Dwlg Up to \$ 93,900	Option ID
Ordinance/Law 25%/\$ 117,375	Option OL

## 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).

# 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.

# Code Upgrade coverage

- Pays for rebuild upgrades you are required to make due to current building ordinances or laws
- Most HO policies, but not all, have some coverage for CODE UPGRADES (usually 10%)
- Some add it as an extra limit, some do not
- Check endorsements

# Code Upgrade/Ordinance & Law

## 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.

### 3. Undamaged Portions of Damaged Dwelling.

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”





# Sample Endorsement – Code

## ADDITIONAL PROPERTY COVERAGES

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%.

# Deep breath



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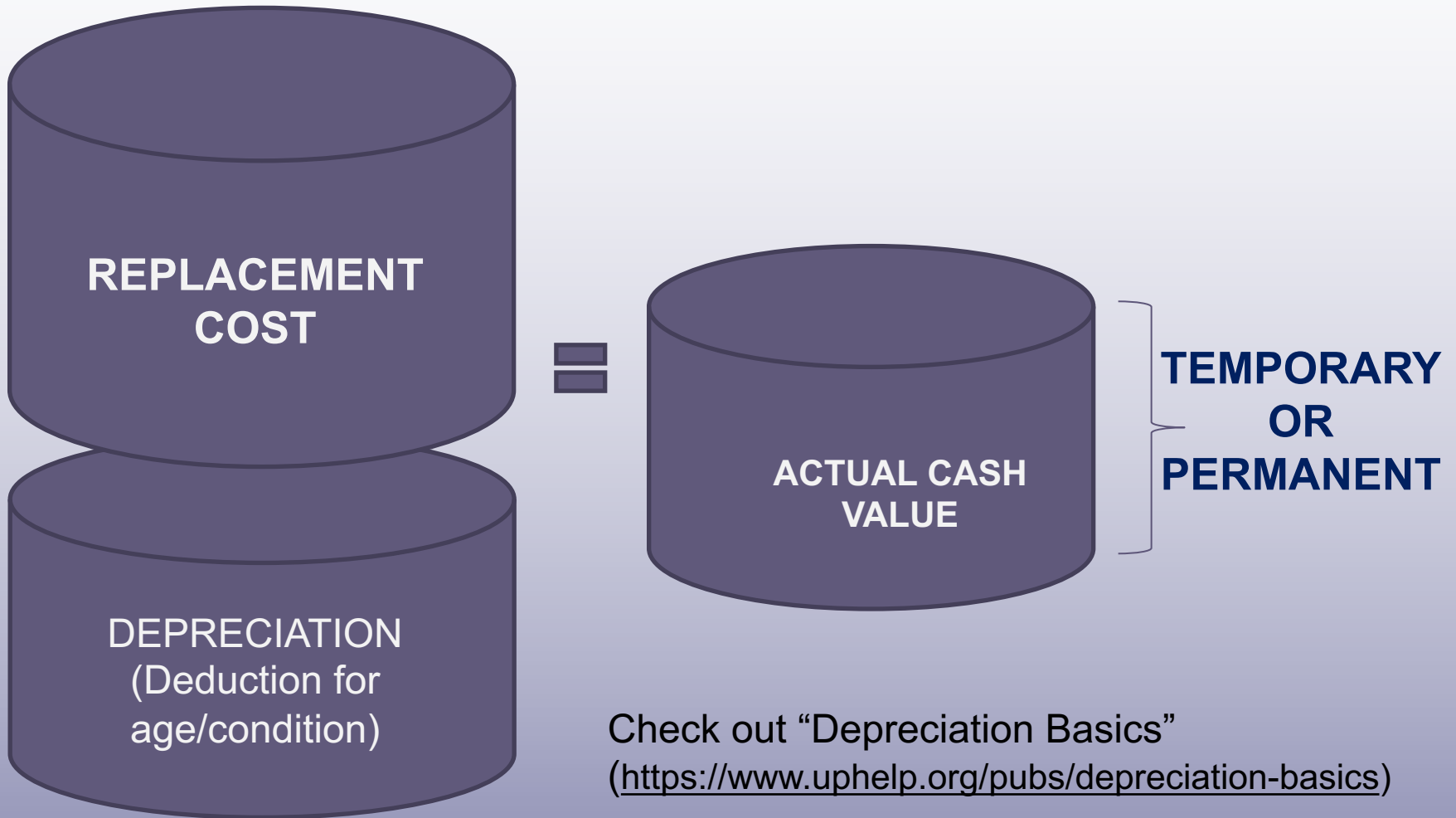
# The flow of insurance funds

Advances

ACV payments when values are set

RCV payments upon proof of expenditures, replacement, repairs completed

# Depreciation/holdbacks = math and proof headaches



Check out “Depreciation Basics”  
(<https://www.uphelp.org/pubs/depreciation-basics>)

# Consider

- Opening a separate bank account
- Keep track of insurance payments received and expenditures
- What “bucket” of coverage did each payment come out of?
- See example of Insurance Accounting Spreadsheet and ALE Drawdown Spreadsheet at: [www.uphelp.org/samples](http://www.uphelp.org/samples)

# 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
<b>Payments Received</b>											
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>

# [www.uphelp.org/samples](http://www.uphelp.org/samples)

## Sample Letters: Communicating with Your Insurance Provider

- › Sample Letter Requesting Complete Copy of Homeowners Policy
- › Sample Letter for Requesting Copies of Claim-Related Documents
- › Sample Letter Requesting Information About Insurance Benefits for Temporary Living Expenses (“ALE” or “Loss of Use”)
- › Sample Letter Requesting Extension of Additional Living Expense/Loss of Use Deadlines
- › Sample Letter Asking for a Waiver of the Contents Itemization Requirement
- › Sample Letter Asking for a Personal Property Claim Settlement
- › Sample Letter Requesting Claim Payment History
- › Sample Letter Protecting Your Legal Rights
- › Sample Policy Information Request Form
- › Sample Letter Requesting Information About Claim Denial
- › Sample Letter Requesting Mortgage Company Release Insurance Proceeds
- › Sample Letter Requesting Extension of Policy Benefits for Building Code Upgrade
- › Sample Letter Requesting Extension of Deadlines to Collect Full Policy Benefits

## Samples of Common Claim Documents

## Samples of Damage Reports, Loss and Repair Estimates

### 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](mailto:info@uphelp.org)
  - To be added to our mailing list for notices of future events and updated guidance
- Follow us on social media
  - Facebook.com/uphelp
  - Instagram: united\_policyholders

# 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>



Register @ [www.uphelp.org](http://www.uphelp.org) to stay informed on  
UP Maui Wildfires  
Roadmap to Recovery webinars and events





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# 2023 Hawai'i Wildfires – Insurance Claim and Recovery Help



## UPCOMING EVENTS >

### Maui Wildfire Recovery Orientation Webinar

📅 Wednesday, September 27, 2023  
12 p.m. HST

📍 Zoom - registration required

👤 2023 Hawai'i wildfire survivors



[VIEW +](#)

## 2023 HAWAI'I WILDFIRE UPDATES

First Name \*

Last Name



Mahalo for your time

