

Navigating Insurance Recovery After a Wildfire Disaster

Following the devastating Los Angeles County wildfires in January 2025, many homeowners filed claims with their insurance carriers. Payments for many of these claims have been delayed or are disputed by insurers to this day. The following tipsheet may assist you in understanding: (1) best practices for filing a new claim and following up on an existing claim, (2) standard insurance policy language and typical provisions; (3) how to deal with common strategies that insurers are using to delay or deny coverage; and (4) the answers to some frequently asked questions. This resource is for general informational purposes only and does not constitute legal advice about your specific situation.

I. Reporting a New Claim

Immediate Action Steps:

You should take immediate steps to maximize your potential insurance recovery after a disaster. In the event of a claim for wildfire, smoke, or other loss or damage, you should:

1. Tell your insurer about your losses (*i.e.*, “provide notice”).
 - Contact your insurance agent and/or broker and let them know about your loss. You do not need to discuss specifics, simply say “the wildfire conditions resulted in loss to my home on or about [DATE].”
 - Your agent or broker should tell all applicable insurers about your loss. Ask your agent or broker to “please confirm that all applicable insurers have been placed on notice in accordance with the policy.”
 - You may also provide notice to your insurers yourself — your policies will provide specific instructions for how to provide notice, including the person and place where notice should be sent. Assume that notice must be sent as soon as possible.
2. Obtain complete copies of all potentially applicable policies.
 - So-called “homeowners” or “renters” policies will likely be the primary way to recover losses suffered by property owners. Other potentially applicable policies may include, for example, automobile, excess, and umbrella policies.
 - If you do not have a complete copy of your policy, you should request a copy from your agent, broker, or insurer. California law requires an insurer to provide a copy within 30 days of your request.
 - Do not rely on just the declaration page(s) at the beginning of the policies. Make sure that you obtain the complete policy. Insurers may

describe the full policy documentation as a policy “form,” “jacket,” or “terms and conditions.”

3. Review your policies to determine what your policy covers and how much coverage it provides. Please see the “Common Insurance Policy Provisions” in Section II below for assistance in interpreting your policy.
4. Document all damage and all costs. Some tips for individual policyholders (homeowners and/or renters):
 - Gather “before” and “after” pictures or videos of your property and its contents (if possible) to show your insurer as part of your claim. Ask family and friends if they have any “before” pictures or videos of your property. Make sure to document all potential damage, including damage from fire, smoke, and ash.
 - Obtain building plans and renovation records for your home.
 - Keep all of your receipts. Every expense from the time you leave your home because of wildfire conditions (housing, food, gas, clothing, supplies, etc.) may be reimbursable.
 - Submit your “proof of loss” to your insurer by the deadline specified in your policy, or request an extension from your insurer. A “proof of loss” is typically a formal document that states the amount of money you are requesting from your insurer. The proof of loss will often include documentation backing up the claimed losses, such as videos, pictures, receipts, etc. While there is a deadline set by the policy for filing proof of loss, that deadline can usually be extended with the insurer’s permission. Insurers typically grant extensions of this deadline when requested.
 - Your policy should explain how to submit the proof of loss (*e.g.*, sending an email or submitting through an online portal).
5. Ask for an advance! The answer will often be yes, but only if you ask.
 - An advance does not necessarily reflect an insurer’s coverage position. Even if the insurer grants an advance, it may still try and deny or limit coverage.
 - Under California law, once a property has been declared a total loss, insurers are required to make certain advance payments to you. Once you make a request for a total loss (*i.e.*, your home has been completely destroyed and is unlivable), your insurer must provide at least four months of Additional Living Expenses (ALE) upfront and 30% of coverage (up to \$250k) for personal belongings in the house (“contents”) without a full inventory (*i.e.*, documentation for all losses claimed).
6. Document all communications regarding your claim.

- Take notes of all communications with your insurer, broker, or agent regarding your claim, including telephone conversations, in-person discussions, e-mails, or other written communications.
 - Send follow-up e-mails documenting verbal discussions with insurers.
 - Respond to your insurer's questions about your claim (the "coverage investigation") and follow up regularly with the assigned adjuster(s) to ensure the claim is being processed.
7. Be aware of the timing for claims processing.
- California law requires insurers to respond to claims within certain timeframes:
 - Within 15 days of receiving notice of a claim, your insurer must acknowledge receipt of the notice.
 - Within 40 days of receiving a claim, your insurer must either accept or deny your claim, either fully or partially. The insurer's response must be in writing, along with a clear explanation for any denial. If the insurer requires more than 40 days to make a decision on your claim, they must tell you why they need more time and must provide written updates every 30 days.
 - If your insurer accepts your claim (*i.e.*, agrees to pay), even partially, then they must make payment within 30 days of acceptance.
 - Insurers must also tell you at least 60 days before any deadline that could impact your claim, such as the statute of limitation deadline (*i.e.*, the deadline to sue the insurer).
 - Note that insurers will not always follow these deadlines, especially in situations like the Los Angeles fires where resources are spread thin. Follow up constantly with your insurer and don't be afraid to remind them of these deadlines. For example, if your insurer never acknowledged notice of your claim, you can send a simple email saying, "I submitted notice of the referenced claim on [DATE] and have not heard back. Please acknowledge receipt of the claim and provide your coverage position as soon as possible."
8. Be on the lookout for reasons the insurer could deny your claim (*i.e.*, coverage defenses), as well as claim assessment issues and timing requirements as your claim progresses.
- Your policy will likely require you to inform your insurer before undertaking any major steps at your property, such as debris removal. It also may specify a time period in which you must begin rebuilding to collect the "replacement cost value" of your property (the actual cost to rebuild your lost home), as opposed to the lesser "actual cash value" (the value of the property right before the loss, taking into account depreciation for wear and tear over the years).

- Be aware of policy deadlines (e.g., proof of loss submission, statute of limitations for filing suit, deadline for starting reconstruction, etc.) and consider getting a waiver of those deadlines from the insurer.
- 9. Think twice before retaining a public adjuster. They typically add little value in total loss scenarios and can take part of your coverage payment for their services. Ask a lawyer for advice before retaining a public adjuster.
- 10. There may be a disagreement between you and your insurer about your claim. Your policy may have specific provisions about how any disagreement must be resolved (e.g., mediation, arbitration, lawsuit). Be ready for these potential different scenarios to resolve disagreement, including by consulting a lawyer for advice.

II. Common Insurance Policy Provisions

Know Your Policy:

1. **Actual Cash Value vs. Replacement Cost Coverage.** When purchasing insurance, property is typically insured at either its “actual cash value” or its “replacement cost.” Check your policy to determine which coverage was purchased.
 - If the policy covers the actual cash value, the insurance will only pay the current market value of the damaged property, taking into account its age and wear and tear (depreciation).
 - If the policy covers the replacement cost, the insurance will pay to replace damaged property at today’s market price, without deducting for depreciation.
 - However, in mass loss situations like the Los Angeles fires, insurers will often do a rough calculation of actual cash value and make an initial claim payment in that amount. You can accept that amount, or dispute the insurer’s rough calculation.
 - The replacement cost value will be determined later and will require you to go back-and-forth with the insurer to prove the value of the property and challenge any low valuations the insurer offers.
 - In the event of a total loss to your property, California Insurance Code § 2051.5 allows you to use replacement cost payments to build or purchase property somewhere else, if you do not want to rebuild where the loss occurred.
2. **Scope of Recoverable Loss.** Standard homeowner policies typically cover four categories of losses. Review your policy to understand if any of these categories are covered.
 - **Dwelling:** provides coverage for the physical structure of your home, including its foundation, walls, roof, built-in appliances, and fixtures.

- **Other structures:** provides coverage for structures on your property that are separate from your main dwelling (*i.e.*, detached structures), such as garages, sheds, fences, guest houses, and gazebos.
 - **Personal property:** provides coverage for your belongings or possessions. This helps reimburse you for the cost of repairing or replacing personal items that are damaged, destroyed, or stolen due to a wildfire or other covered disaster. Although insurers may relax requirements regarding itemization and documentation of lost property in total loss situations, to maximize total recovery we recommend itemizing all lost personal property (appliances, furniture, clothing, jewelry, art, musical instruments, etc.), as much as you can.
 - **Additional living expenses:** provides money for additional living expenses you have to pay because of your loss, including for temporary housing, hotels, meals, pet boarding, drycleaning, loss of rents, etc.
3. **Lender Loss Payable Provisions.** Properties with mortgages may need to pay off their mortgage loans with insurance proceeds. This may require you to get a new, higher-priced mortgage(s) to finance building costs. You can take several steps to help deal with this new financial burden, including:
- Working with your insurer to make sure the insurance proceeds are issued to you and your mortgage lender on a “jointly payable” basis. This makes sure that you are aware of and can approve how insurance money is used.
 - Keeping current on your mortgage (*i.e.*, continue making current mortgage payments) or asking your lender about forbearance (or freezing) of payments. Lenders may be willing to freeze payments after mass loss situations like the Los Angeles fires. Some laws may even require a lender to agree to forbearance for some Los Angeles fire victims. For example, California’s Mortgage Forbearance Act requires that mortgage servicers pause the mortgage payments of residential property owners experiencing financial hardship due to wildfire for an initial period of 90 days, extendable for up to 12 months upon request. Forbearance is not automatically granted; the homeowner must request forbearance from their mortgage servicer.
 - Creating an escrow account with you and your mortgage company from which funds will be authorized solely to cover rebuilding costs.
4. **California FAIR Plan Policies.**
- Some individuals in high-risk areas may have been forced to purchase FAIR Plan insurance. The FAIR Plan is a government-created insurer of last resort for fire insurance coverage. California law requires all insurers licensed to operate in California to contribute to a pool of money that supports FAIR Plan policies, providing homeowners in high-risk areas with basic fire insurance coverage. FAIR Plan coverage is available for individuals that have difficulties in obtaining coverage from the private insurance market.

- These policies typically cover basic property/structural damage from events like fire and smoke and the costs to rent a property similar to the damaged property, up to a certain dollar amount. But FAIR Plan policies do not provide personal liability coverage or “Additional Living Expense” coverages that standard policies provide, such as extra mileage, pet boarding, meals, furniture rentals, etc. While FAIR Plans should provide some basic protections, property owners with FAIR Plans will need to review their policies carefully. In many cases, property owners will need to look to automobile, umbrella, difference in conditions, or any additional insurance they may have purchased to cover portions of their losses.
- Besides the points discussed above, the FAIR plan operates like other insurers in terms of submitting claims, claims processes, notice requirements, etc.

Common Policy Language:

The following chart includes common homeowners policy language and its intended purpose. Not all policies contain this exact language but many will have similar language.

Provision	Common Policy Language	Intended Purpose
Actual Cash Value Coverage	We will pay the actual cash value for loss or damage to Covered Property, not to exceed the limit of liability shown in the Declarations for Coverage A – Dwellings.	Coverage for either a total or partial loss to the structure or its contents. This coverage pays the amount it would cost you to repair, rebuild, or replace the thing lost or injured, minus a fair and reasonable deduction for physical depreciation (wear and tear) based upon its condition at the time of the injury or the policy limit, whichever is less. A deduction for physical depreciation applies only to parts of a structure that are normally subject to repair and replacement during the useful life of that structure.
Replacement Cost Coverage	We will pay the cost to repair or replace with similar construction and for the same use on the premises shown in the Declarations for Coverage A – Dwellings, the damaged part of the Covered Property, subject to the following: until actual repair or replacement is completed, we will pay only the actual cash value of the damaged part of the property, up to the applicable limit of liability shown in the	Coverage is intended to provide for the cost to repair or replace the damaged or destroyed dwelling (<i>i.e.</i> , house) without a deduction for physical depreciation. Many policies pay only the dwelling’s actual cash value until the insured (homeowner) has actually begun or completed repairs or construction on the dwelling.

Provision	Common Policy Language	Intended Purpose
	Declarations, not to exceed the cost to repair or replace the damaged part of the property.	
Personal property (contents) coverage	If the covered loss takes place at a listed house with contents coverage in this policy, we will pay up to the amount of contents coverage for that house.	Provides coverage for personal belongings or possessions. This helps reimburse you for the cost of repairing or replacing personal items that are damaged, destroyed, or stolen due to a wildfire or other covered disaster. Typically limited to the contents of the home that was damaged.
Additional Living Expense	When a loss insured causes the residence premises to become uninhabitable, we will pay the reasonable and necessary increase in cost incurred by an insured to maintain their normal standard of living for up to 24 months.	Provides additional living expenses when necessary because of a covered loss, including temporary housing, hotels, meals, pet boarding, drycleaning, and loss of rents.
Deductibles	We cover only that part of the loss over the deductible stated.	You are responsible for satisfying (or paying) the stated deductible before receiving coverage benefits or insurance money.
Notice provisions	In case of an accident or occurrence, the covered person shall perform the following duties that apply: You must notify us or your agent as soon as possible.	After an occurrence (e.g., wildfire burning a home), you must inform the insurance company about your losses as soon as possible. Once you notify the insurer, the insurer will start a claim file and will likely begin asking for information.
Proof of loss	You must submit to us, within 60 days after we request, your signed, sworn proof of loss providing all information and documentation we request such as the cause of loss, inventories, receipts, repair estimates and other similar records.	The proof of loss is typically a formal document that states the amount of money you are requesting from the insurer. The proof of loss will often include documentation backing up the claimed losses. You must submit the proof of loss within the specified time frame, unless an extension is granted by the insurer. Insurers often grant extensions to the proof of loss deadline but the extension must

Provision	Common Policy Language	Intended Purpose
		be requested and confirmed in advance of the deadline.
Cooperation clauses	You must provide us with all available information. You must cooperate with us fully in any investigation, settlement or legal defense.	Insurers will request information from you to assist in their investigation of claims. You must assist in the investigation by providing reasonable information within a reasonable amount of time. Insurers may use a lack of cooperation to delay, limit, or even deny coverage.
Legal action clauses	For property, a covered person also agrees to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined.	If you choose to file a lawsuit against the insurer, you must file it within one year after the loss occurs (e.g., the wildfire). You cannot file a lawsuit until 30 days after you submit the proof of loss and the amount of loss has been determined. This deadline can be extended with permission by the insurer. Note that the California Supreme Court has held that this deadline pauses from the time a policyholder gives notice of the damage to the insurer until coverage is denied.
Common Exclusions	<p>Contamination. We do not cover any loss caused by the discharge, dispersal, seepage, migration, or release or escape of pollutants. Nor do we cover the cost to extract pollutants from land or water, or the cost to remove, restore, or replace polluted or contaminated land or water.</p> <p>Neglect. We do not cover any loss caused by your failure to use all reasonable means to protect property, or after the time of a loss.</p> <p>Intentional acts. We do not cover any loss caused intentionally by a person named in the Coverage Summary, that person's spouse, a family</p>	<p>An exclusion is a provision that eliminates coverage for certain acts, property, types of damage or locations. Policies may have different exclusions so be sure to review them carefully.</p> <p>Earthquakes. Earthquakes are almost never covered under a standard homeowners or renters policy. However, separate earthquake insurance can usually be purchased as a separate policy. Damage that flows from the earthquake, such as items falling and breaking other items, will not be covered. Some policies will cover "direct loss" (i.e., physical damage) caused by a fire or explosion in the wake of an earthquake.</p>

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	<p>member or a person who lives with you.</p> <p>Earthquakes. There is no coverage when earthquake is a proximate cause of loss, regardless of whether the loss or damage also results, directly or indirectly, from, or is contributed to concurrently or in any sequence by any other proximate or remote cause.</p> <p>Flood. We do not cover any loss caused by flood, accumulation of rainwater on the ground, surface water, wave action, including tidal wave and tsunami, tides, tidal water, seiche, or overflow of water from a body of water.</p>	<p>Flood. Standard homeowners and renters policies usually exclude damages caused by floods. However, just because your policy has a flood exclusion does not necessarily mean that flood damage is not covered as this type of damage can sometimes be linked to other causes. Consider consulting with a lawyer to determine if your policy may cover flood damage. Note that separate flood insurance can usually be purchased as a separate policy. Some policies will cover “direct loss” (i.e., physical damage) caused by a fire or explosion in the wake of a flood.</p>

III. Lessons Learned: Insurer Disputes

Since January 2025, insurers have relied on several tactics to avoid, delay, or deny coverage for losses due to the wildfires, smoke, and ash. Below are some common insurer tactics, and some tips to counter such tactics and navigate coverage disputes with insurers.

1. **Notice and Proof of Loss.** Policies often have deadlines for providing insurers notice of loss as well as proof of loss. To avoid potential claim denial for failing to meet deadlines, review the policy, determine what the deadlines are, provide notice of the loss to your insurer (either yourself or through your agent/broker), gather evidence of the extent of the loss, including photos, videos, receipts, invoices, and other documentation of your damages, and provide those records to the insurer by the deadline in the policy. Your policy will likely tell you how to provide notice or proof of loss. Also consider requesting extensions from your insurer of such deadlines.
2. **Cooperation Clauses.** Most policies require policyholders to cooperate with an insurer’s claim investigation. Insurers will sometimes argue that policyholders are not cooperating with them if the policyholder delays providing the insurer with requested information.
 - You should make “reasonable” efforts to cooperate with the insurer’s investigation. For example, as quickly as possible, respond to requests for information from your insurer, provide access to your property, and provide documentation and support for claimed damages such as invoices, receipts, photos, and other records. Cooperation is a two-way street, however, and the insurer should provide prompt, thorough, and transparent information concerning

policy requirements and the status of the claim. When in doubt, ask the insurer to identify the policy provisions supporting their requests and actions.

3. **Coverage for smoke.** Smoke damage may be invisible to the naked eye. However, smoke carries with it toxic particles that can penetrate deep into walls, crawl spaces, attics, HVAC systems, and even personal belongings. These particles can often catch fire themselves and can linger even after a fire ends. Some insurers have argued that smoke is not covered under fire insurance policies because it is not visible or permanent. California courts have rejected this argument where there is evidence that smoke damage or contamination was embedded in the walls and the contents of the home.
 - Consider working with experts such as Certified Industrial Hygienists, licensed general or remediation contractors, and HVAC specialists, and submit their findings to your insurer as part of the claim file. These findings will help counter an insurer's unwillingness to cover smoke damage.
 - Some insurance policies may state that they cover testing for smoke damage or other contamination. However, testing might still be covered by your insurer even if your policy does not have such coverage. The California Department of Insurance has issued guidance that, as part of an insurance company's duty to investigate claims, the insurance company must contract and pay for testing services for smoke damage.¹ Before contracting and paying for testing services on your own, make sure you first report your loss, including that you believe there is smoke damage, which puts the obligation to investigate your loss (including any smoke damage) on the insurer. Be prepared for pushback from your insurer and consider consulting with a lawyer if your insurer continues to refuse to pay for testing.
4. **Unreasonably Low Settlement Offers.** Insurers must pay legitimate claims up to your policy limits. But remember that they are not required to pay the full limits unless your losses meet or exceed those limits. Insurers might give you a low-ball offer in hopes that you take it and walk away. You should be persistent if that offer does not cover the full amount of your loss. Ensure that your claim is calculated correctly by documenting all losses and providing that documentation to your insurer.
5. **Delayed Claims Processing.** Insurers will often delay processing claims, hoping that the policyholder will give up their claim and walk away. Once you have reported a claim, be diligent and consistent in following up with your insurer, and continue to ask for a coverage position and about the status of the claim. You can say something like, "Following up on the above referenced claim. Please provide [a coverage position or status update] as soon as possible. Thank you."

¹ A copy of the California Department of Insurance's Guidance for Proper Handling of Smoke Damage Claims can be found here: <https://www.insurance.ca.gov/0250-insurers/0300-insurers/0200-bulletins/bulletin-notices-commiss-opinion/upload/Bulletin-2025-7-Insurance-Coverage-for-Smoke-Damage-and-Guidance-for-Proper-Handling-of-Smoke-Damage-Claims-for-Properties-Located-in-or-near-California-Wildfire-Areas.pdf>

6. **Class actions.** Class actions combine claimants (e.g., homeowners or other insureds) that have substantially similar policies or losses into one action against an insurer. Class actions can be a powerful tool to change insurer behavior. However, because recoveries from a class action are shared among class members, you may be able to recover more if you were to file an action as an individual.
7. **Contact the California Department of Insurance.** If you are facing delayed payments, claim disputes or denials, smoke damage issues, or other problems involving your insurance, consider filing a complaint with the California Department of Insurance (“DOI”) at insurance.ca.gov or by calling 800-927-HELP. The DOI reviews complaints related to claim handling and determines whether insurance companies are meeting their obligations to policyholders. Filing a complaint through the DOI is an informal, non-adversarial, and timely way to resolve a claim dispute with your insurance company. In addition, this program is free to the policyholder (the insurer pays the fees).
 - The process for filing a complaint begins with completing a Request for Assistance (“RFA”) form.² The DOI will then contact your insurance company to tell them about the complaint and get their side of the story. The DOI often looks for patterns in complaints (beyond just yours) before taking action, meaning the DOI may not judge your specific case. The DOI often resolves small issues, such as getting you a copy of your policy, but may not help you resolve coverage disputes with your insurer. Instead, the DOI focuses on identifying and punishing patterns of bad behavior. For more information contact the DOI at 1-800-482-4833 or visit www.insurance.ca.gov.

IV. Frequently Asked Questions

A. Who Do I Contact to Report A Claim?

To report a homeowner insurance claim in California, contact your insurance agent or your insurance provider directly if you have suffered direct damage from wildfires. If you need additional assistance, you can also consult resources like the California Department of Insurance for guidance.

B. Do I Have Coverage?

A standard homeowner policy and most renters policies in the state of California typically cover losses resulting from fire, including wildfires and associated smoke. There are exceptions or exclusions to every policy and deductibles that will apply. To determine if coverage applies, you must submit a claim to the insurance provider at the time of a loss and can only be approved by a representative of the provider.

C. What Should I Do Now?

The claims process can be lengthy. We recommend the following immediate steps:

² A copy of the Request for Assistance form can be found online here: https://www.insurance.ca.gov/O1-consumers/101-help/upload/RFAonhealth_Jan2019-2.pdf

1. Provide notice to your insurance company as soon as possible that you have been impacted by a specific wildfire. Your broker or agent can help with this, or you can provide notice directly (following the instructions in your policy).
2. Start learning what coverage you have by reading your policy. If you do not have the complete policy, you can request a copy from your insurance agent. Your agent can also explain the coverages that you have.
3. Document all damage, with “before and after” photos or videos, purchase receipts, invoices and remediation estimates, etc. Also – keep receipts for every fire-related expense that you incur (such as living expenses; car rental; replacement property; dining out, etc.). Documentation and receipts will help with a faster and better claims process, and may help you recover what you’re owed.

D. What is Covered?

Covered losses from a standard homeowner contract typically fall under four categories: Dwelling, Other Structures, Personal Property and Additional Living Expenses.

E. How Can I Get Money for Essentials like Clothes and Food?

If covered under your policy, your insurance claim handler should be able to give you an advance payment at your request on your personal property coverage to buy essentials. Additionally, you may be able to obtain advances to pay for temporary living expenses, costs of dining out, and other expenses that you are incurring because of the wildfires. Insurers may not be upfront and offer these advancements to you, so you should ask for them. Insurers often must make some types of advancements in total loss situations, such as where your entire home is lost to a fire.

F. How Long Can I Stay in My Temporary Housing?

If you have additional living expense (“ALE”) coverage, there may be a monetary limit or time limit to the coverage. Review your coverage closely when obtaining temporary residences.

G. When Will I Receive a Property Damage Settlement Check?

Insurance providers may need to inspect the property and gather other information, such as estimates or bids, before you receive a check. The duration of the inspection process for a homeowner insurance claim can vary, but most insurance providers and their claims adjusters typically respond more quickly in catastrophic situations. If you have any specific concerns or need more detailed information, it is a good idea to contact your insurance carrier directly.

H. What Home Value Is My Settlement Based Upon?

If you have dwelling coverage, it should come with a monetary limit. Some policies will pay the actual cash value (ACV) of the premises, up to that limit. Other policies may have coverage for “replacement cost,” “extended replacement cost” or “guaranteed replacement cost” coverage; these extended coverages may pay more than the policy’s stated limit to account for increased costs of building after a disaster. Your policy will describe your coverage.

I. If my home is lost, should I continue to pay my mortgage?

Yes. The loss does not negate your mortgage. But many lenders may allow for some form of mortgage forbearance after a disaster. It is recommended that you contact your lender for further information.

J. If my mortgage company is listed on my policy as a loss payee, will my insurance company pay them?

This depends on the exact wording, but most likely you and the mortgage company are included on a check for dwelling damage. The typical mortgage or "loss payee" clause in an insurance policy states that if a mortgagee or loss payee (i.e., the lender) is named on the policy, any payments will be paid jointly to the mortgagee or loss payee and you. Typically, checks are sent to you, not the mortgagee or loss payee.

K. If I need to move into a temporary home, will my insurance company help me find a suitable rental property?

Likely "yes." If you have additional living expense coverage, your insurance carrier may enlist a third-party housing vendor to assist you in finding suitable substitute housing. If your adjuster has not offered this service, you should ask for assistance as soon as possible. You also can look for alternative housing on your own, but you should notify your insurer when you have found such housing.

L. Can I use my additional living expense coverage to rent a home in a different city or state?

Likely "yes." Typically, additional living expense coverage does not restrict the location of your temporary rental. If you are interested in temporarily moving out of the area, you should review your policy and discuss these options with your adjuster.

M. If I move into a temporary residence, should I purchase rental insurance?

Yes, but also check whether your existing policy provides renters coverage. While in a rental property or temporary residence, the owner of the property should carry insurance to cover damage to the building. Your current homeowner policy may provide coverage for your personal property while it is located in the rental, which may eliminate the need for renters insurance. There can be limit restrictions with this potential coverage, so you should review your coverage to assess whether you need additional renters insurance or not.

N. My home is still standing but everything around my house is destroyed. Do I still have a claim?

Your home may have soot, smoke or other ensuing damage as a result of the fires, making the house unlivable. Your policy also may pay for expenses relating to mandatory evacuation orders or inability to realistically return to your home. The claim should be reported and you should request additional living expense coverage.

O. Should I hire a Public Adjuster?

We recommend caution before hiring a public adjuster, and we also recommend shopping around if you decide to do so. Public adjusters charge a fee for their services; but in

instances of a total loss, the public adjuster may not be of much assistance while taking a potentially large part of your settlement. The San Mateo County website has a good information page on the subject: [Public Insurance Adjusters | County of San Mateo, CA](#). Consider checking the status of the public adjuster's license before formally hiring them: <https://cdicloud.insurance.ca.gov/cal/>

P. My insurer denied my claim. What do I do now?

Review your policy for any mediation, arbitration, or other alternative dispute resolution clauses, and consider contacting the California Department of Insurance (“DOI”), discussed below. Follow the procedures in the policy to appeal a denial by the insurer. If there are no such procedures, then in addition to contacting the DOI, consider filing a lawsuit against the insurer for declaratory judgment and for other potential claims, such as bad faith. Consider consulting an attorney to help you navigate the mediation, arbitration, or litigation process.

If you believe your insurer denied your claim improperly, or if you are facing delayed payments, claim disputes, smoke damage issues, or other problems involving your insurance, you should also consider filing a complaint (also called a “request for assistance”) with the DOI at insurance.ca.gov or by calling +1-800-927-HELP. Filing a complaint through the DOI is an informal, non-adversarial, and timely way to resolve a claim dispute with your insurance company. Filing a complaint through the DOI is free to policyholders (fees are paid by the insurers). The DOI also has a brief guide for residential property claims that provides additional information. <https://www.insurance.ca.gov/01-consumers/105-type/95-guides/03-res/upload/Residential-Claims-Guide-Updated-040623.pdf>.

You may wish to hire a private insurance attorney to help you investigate the issue further and/or potentially help you file and litigate a claim against the insurance company. The LA County Bar Association operates a lawyer referral service. For more information, visit: <https://lacba.org/?pg=smartlaw-lawyer-referral-service>. In addition, United Policyholders, which is a nonprofit that provides insurance resources to consumers, has a professional help directory at <https://uphelp.org/sponsor-location/california/>.

For more insurance resources and tips, we recommend visiting United Policyholders' website at <https://uphelp.org/>.