

Responding to Insurance Delays and Denials

Standing Home Survivors — Insurance Cheat Sheet

Click on the delay or denial you're facing to get a script you can send to your insurer right now.

Tip: always send important emails from your own address and request confirmation in writing. Keep a running claim log (date/time, who you spoke with, what they said). Keep copies of receipts, test reports, photos, and contractor recommendations.

| Insurance is... | Applicable Laws / Regulations | Additional Resources |
|--|--|--|
| 1. Taking too long to respond to an inquiry | 10 CCR § 2695.5(b) – must respond to claimants within 15 days | |
| 2. Will not approve pre-remediation testing | 10 CCR § 2695.7(d) – must conduct a fair and thorough investigation; Ins. Code § 790.03(h) – failing to pay benefits owed | EFRU Pre-Remediation Map showing toxicity throughout the area. If your insurer refuses, ask them to show you where in your policy it states you are not entitled to it. LA County Public Health memo that all rental housing properties in unincorporated Altadena are assumed impacted by the fire and must be mitigated. |
| 3. Will not approve post-remediation testing | 10 CCR § 2695.7(d) – must conduct a fair and thorough investigation; Ins. Code § 790.03(h)(7) – failing to pay benefits owed | EFRU Post-Remediation Data showing high levels of contamination after one round of remediation. |

About this resource: Compiled by Krista Copelan, Surviving Structures – EF Recovery, to support *Standing Home survivors from California WUI fires*. Contact: eaton.fire.surviving.structures@gmail.com

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| | | <p>Clearance testing is a best practice for determining whether remediation was successful and the property is safe for re-occupancy.</p> <p>If your insurer refuses, ask them to show you where in your policy it states you are not entitled to it.</p> <p>Ask the insurer if they are then willing to accept the future liability of the remediation claims that will be filed if the homeowner tests on their own and finds the home not safe for occupancy.</p> |
| <p>4. Will not approve total loss of soft goods</p> | <p>10 CCR § 2695.7(d) – must conduct a fair and thorough investigation; Ins. Code § 790.03(h)(7) – failing to pay benefits owed</p> | <p>Studies showing that cleaning lead is ineffective and replacement is warranted. Generated with the assistance of AI, double check citations.</p> <p>Ask if the insurer, or remediation company they want you to use, can guarantee that your</p> |

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| | | <p>contents will be in pre-fire condition.</p> <p>Get a letter from your remediation company or contents company that they cannot be cleaned and/or ask the remediation company for an estimate of the cost to clean soft goods and submit that side by side showing the cost to replace the item.</p> |
| <p>5. Forcing you to use one of their vendors</p> | <p>Duty to Investigate (CCR § 2695.7[d]): Every insurer shall conduct and diligently pursue a thorough, fair and objective investigation and shall not persist in seeking information not reasonably required for or material to the resolution of a claim dispute.</p> <p>10 CCR § 2695.9 (b)&(c) - policyholders can choose their own vendor for repairs covered by an insurance claim.</p> <p>10 CCR § 2695.9 (d) - If the estimate prepared for/by the insurer seems low, you have the right</p> | <p>Consumer Watchdog: The Underworld of Insurance Subcontractors</p> <p>Note: Insurance may consider industrial hygienists as part of their investigation and not a vendor for repairs.</p> |

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| | to get an independent estimate and insurance must pay the difference or reasonably adjust the estimate and provide a copy to you. | |
| 6. Denying ALE/FRV/Loss of Use | Cal. Ins. Code section 2060[b][1] - In the event of a covered loss relating to a state of emergency, coverage for additional living expenses shall be for a period of no less than 24 months from the inception of the loss, but shall be subject to other policy provisions. | United Policyholders Sample Letter for Wildfire-Impacted Standing Homeowners Requesting Extension of Additional Living Expense/Loss of Use Policy Benefits |
| 7. Refuting my IH remediation recommendations More coming soon! | Duty to Investigate (CCR § 2695.7[d]): Every insurer shall conduct and diligently pursue a thorough, fair and objective investigation and shall not persist in seeking information not reasonably required for or material to the resolution of a claim dispute. | |

1) “Taking too long to respond / not acknowledging communications”

- **Law/Rule:** [10 CCR §2695.5\(b\)](#) — insurer must acknowledge and respond to claim communications promptly (within 15 calendar days for many claimant communications).

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- **What it means:** If the insurer doesn't acknowledge your claim or answer questions within 15 days, they're violating the regulation and you can demand immediate action.
- **Email body (copy/paste):**

Hello [Adjuster name],

I have not received acknowledgement or a status update on Claim #[claim#] despite prior contact on [date(s)]. Per 10 CCR §2695.5, please provide written acknowledgement and the current claim status within 5 business days. Please confirm receipt of this email.

Thank you, [Name / contact]

- **Phone script:** “Hi, this is [name], Claim #[#]. I'm calling because I haven't received any written acknowledgement or status update. Under 10 CCR §2695.5 you must respond — please confirm in writing today and send next steps.” Ask for the rep's name and email; note the time.
- **Next steps:** If no timely written reply, submit a written complaint to the California Department of Insurance (CDI) and attach your communication log. [insurance.ca.gov](https://www.insurance.ca.gov)

2) “Will not approve pre-remediation testing”

- **Law/Rule:** [10 CCR §2695.7\(d\)](#) (investigation must be fair and thorough) and [Ins. Code §790.03\(h\)](#) (prohibits unfair claim practices).
- **What it means:** Pre-remediation testing is a necessary part of a fair investigation. The EFRU Pre-Remediation Map shows widespread contamination, so testing is essential to determine the true scope of loss and to determine

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the appropriate type of remediation. If the insurer blocks testing necessary to evaluate loss, that may be an unfair practice.

- **Email body (copy/paste):**

Hello [Adjuster],

Given the widespread toxicity documented in the [EFRU Pre-Remediation Map](#), testing is necessary to determine contamination and ensure a fair investigation under 10 CCR § 2695.7(d). Please approve the recommended testing plan or provide a written explanation citing the exact policy language that states I am not entitled to testing.

Thank you,

[Name / Contact]

- **Phone script:** “The EFRU Pre-Remediation Map shows confirmed toxicity. Under 10 CCR § 2695.7(d), you must conduct a fair investigation. If you’re refusing testing, please show me where in my policy it says I’m not entitled to it.”
 - **Next steps:** If denied without a specific legal basis, reply pointing to 10 CCR §2695.7 and demand written explanation citing the exact policy clause or law; escalate to CDI if insurer refuses.
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3) “Will not approve post-remediation / clearance testing”

- **Law/Rule:** [10 CCR §2695.7\(d\)](#) (investigation must be fair and thorough) and [Ins. Code §790.03\(h\)](#) (prohibits unfair claim practices).

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- **What it means:** Clearance testing is part of a fair investigation, and is a best practice to determine whether a property is safe for re-entry when lead or asbestos is present. The [EFRU Post-Remediation](#) Data shows that many homes still contain hazardous contamination even after one round of remediation — confirming why independent testing is essential. An unexplained denial can be an unfair practice.
- **Email body (copy/paste):**

Hello [Adjuster],

Clearance testing is the industry best practice for determining whether a property is safe for re-entry after lead, asbestos, or other hazardous contaminants have been identified. In addition, contamination documented in the EFRU Post-Remediation Data indicates that independent clearance testing is necessary to confirm whether remediation at my property was successful.

Please confirm authorization for clearance testing. If you are denying this request, provide a written explanation that cites the specific policy language supporting that denial.

Additionally, please explain the basis for your determination that the home is safe for occupancy **without** clearance testing, and confirm whether the carrier accepts responsibility for any future health or property claims should subsequent testing—if obtained independently—identify remaining contamination.

Thanks, [Name / contact]

- **Phone script:** “Clearance testing is the standard way to confirm a home is safe after lead, asbestos, or other contaminants. The EFRU data shows contamination can remain after remediation, so I need independent clearance testing to verify my home is safe. Can you approve clearance testing today? If not, I need you to cite the

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exact policy language that says I'm not entitled to it, explain how you determined the home is safe without testing, and confirm whether the carrier will accept liability if later testing shows contamination.”

- **Next steps:** If insurer refuses, demand a written denial that cites the exact policy provision or statute (required by 10 CCR §2695.7). Save the denial — you can use it in a CDI complaint.
-

4) “Will not approve total loss of soft goods (clothing, linens, upholstery)”

- **Law/Rule:** [10 CCR §2695.7\(d\)](#); [Ins. Code §790.03\(h\)\(7\)](#) — insurer must investigate and pay benefits owed; refusal to pay undisputed amounts can be actionable.
- **What it means:** If your soft goods, furniture, or other personal property were contaminated by toxic residues (lead, heavy metals, PAHs, etc.), they may be non-restorable. Research shows cleaning often cannot remove embedded toxins, especially in porous materials — meaning replacement is the only way to return them to pre-fire condition.
- **Email body (copy/paste):**

Hi [Adjuster],

Multiple studies show that cleaning items contaminated with lead and similar fire-related toxins is ineffective and that replacement is warranted.

Please confirm that my contaminated contents will be treated as total losses, or provide a written guarantee that my items will be returned to pre-fire condition.

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Regards, [Name / contact]

- **Phone script:** “Studies show cleaning fire-contaminated items, especially those with lead, is not effective. Can you or your cleaning company prove that my contents can be safely restored to pre-fire condition? If not, they should be treated as total losses.”

Next steps: If insurer refuses to pay for soft goods, get a letter from your remediation company or contents company that they cannot be cleaned and/or ask the remediation company for an estimate of the cost to clean soft goods and submit that side by side showing the cost to replace the item.

5) “Forcing you to use one of their vendors / not allowing policyholder choice”

- **Law/Rule:** California regulations require honest representations of coverage and benefits (10 CCR §2695.4) and fair practices. [10 CCR §2695.9](#) states that policyholders may choose vendors for covered repairs — insurers cannot unreasonably force an insured to use a particular vendor.
- **What it means:** You may choose your contractor/vendor for covered repairs. If insurer conditions payment on using their vendor, ask for policy language that allows that.
- **Email body (copy/paste):**

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Hi [Adjuster],

I intend to use [vendor name] for remediation/repairs/testing. Please confirm that the policy does not require me to use an insurer-selected vendor and that you will honor/reimburse costs. If you claim otherwise, provide the exact policy provision permitting that requirement.

Thank you, [Name / contact]

- **Phone script:** “Can you confirm the policy language that requires me to use [Insurer vendor]? If there is none, I will be using my vendor and expect reimbursement for costs.”
- **Next steps:** If insurer insists, request written policy citation. If they still refuse, document the conversation and escalate to CDI for misrepresentation/unfair practice.

6) “Denying ALE/FRV/Loss of Use”

- **Law/Rule:** After a declared state of emergency in California, policyholders are entitled to **at least 24 months of ALE**, plus a 12-month extension if delays are outside the policyholder’s control, and additional 6-month extensions for good cause. *Note:* Some policies have dollar caps that may exhaust before the time limits. [Cal. Ins. Code section 2060\(b\)\(1\)](#)
- **What it means:** If you still have ALE/FRV/Loss of Use benefits available and your home is **not** restored to pre-fire condition, you can request an extension and the insurer must consider it under the timelines in the law. Delays

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caused by contamination, remediation failures, contractor shortages, permit delays, or insurer-caused delays generally qualify as “beyond your control.”

- **Email body (copy/paste):**

Refer to United Policyholders “[*Sample Letter for Wildfire-Impacted Standing Homeowners Requesting Extension of Additional Living Expense/Loss of Use Policy Benefits*](#)”

Practical escalation steps (if insurer continues to deny/delay)

1. **Demand written denials that cite exact policy language or statute** (10 CCR requires this). Save everything.
2. **File a complaint with the California Department of Insurance (CDI)** — include claim number, timeline, copies of emails/test results/estimates. CDI handles unfair claims practices. <https://cdiapps.insurance.ca.gov/CP/login/> or call 1-800-927-4357
3. **Assemblymember Harabedian's office** has invited anyone whose insurance provider is denying their request for pre-remediation testing to contact District Director Declan Floyd in Harabedian's office at (626) 351-1917 or email at Declan.Floyd@asm.ca.gov.
4. **Senator Perez's office** will also follow up senator.perez@senate.ca.gov.
5. **Document building code/health issues** with local Building & Safety or Public Health. Building & Safety can issue correction notices, which insurance will generally follow (this tends to be in regards to electrical systems and roofs).

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