

After the Fire: The Homeowner's Guide

The lay of the land, your rights, and how to get to a fair number — everything we'd want to know if it were our house.

How to use this: each entry is a rule on the bold line and the mechanics underneath — why it works, what to actually do, and where homeowners get shortchanged. Skim the bold lines today; read the mechanics before each conversation with your insurance company. One honest framing before we start: insurers aren't villains, but their process is built to settle claims efficiently — your job is making sure "efficiently" never becomes "incompletely." This guide is the homework.

■ THE LAY OF THE LAND

— A total loss is a valuation fight, not a repair fight.

When a home is repairable, the argument is over what gets fixed and how. When it's gone, everything compresses into one question: what does it actually cost to rebuild your home, correctly, in this market? Your insurer answers with a replacement-cost estimate — often produced at a desk, from photos, county records, and the original underwriting valuation, sometimes before anyone visits the site. Every dollar of your claim lives inside that number and its satellite coverages: extended replacement cost (an endorsement adding 25–50% above your dwelling limit), ordinance & law (code upgrades), debris removal, other structures (shops, fences, wells), contents, and loss of use. Step one, before any negotiation: get your full declarations page and learn which buckets you bought and what their limits are. You can't defend a number until you know the map.

— Know the cast — and keep your own file.

After a disaster this size, the person on your claim is rarely a local staff adjuster. Insurers surge with independent catastrophe adjusters carrying enormous file loads, authorized to approve only up to a dollar threshold, and rotating off files within weeks. Expect slower decisions as things go to desk review, and expect your adjuster to change — possibly more than once. The defense is your own file: every photo dated, every call logged (date, name, what was said), every agreement confirmed by email the same day: "Per our call today, we agreed..." When adjuster number three inherits your claim, the family with the organized file gets a running start; the family relying on adjuster number one's verbal promises starts over.

— Two kinds of contractors will contact you — know the difference.

Mitigation and restoration companies handle board-up, demolition, smoke and contents work; they're dispatched fast, often through your insurer's network, and paid on program rates. Rebuild contractors design and construct your new home — a completely different business, won on trust and executed over a year or more. On a total loss there's usually little to mitigate, which means the real decision in front of you is the rebuild — and that decision has no deadline this week. Anyone pressuring you to commit to reconstruction in the first days is serving their pipeline, not your recovery.

— Understand who works for whom.

Your adjuster may be professional and genuinely kind — many are — but they are paid by the insurance company to settle your claim within company guidelines. A contractor from the insurer's program answers to the insurer's scorecard. Your own contractor should answer to you, and their estimate should target what your home actually costs to rebuild — not the number that closes a file. Unless you hire a public adjuster or attorney, you are the only person in the entire process whose full-time job is your family's complete recovery. Act accordingly: ask questions, require writing, and never assume someone else is guarding your interests by default.

— The claim is not the contract.

Never sign a construction contract that says you'll pay "whatever insurance pays." That's agreeing to an undefined price — and a builder willing to construct your home "to the settlement" is quietly planning to cut whatever the settlement doesn't cover. The professional sequence runs the other way: establish what your home really costs to rebuild, use that documentation to move the claim toward reality, and sign a contract with a real price for a defined scope. If a gap remains, you decide how to close it with open eyes — scope choices, your own funds, or a harder claim fight. A gap you can see is a decision; a gap you can't see is a construction disaster scheduled for month eight.

- Map the money before you map the build.

Fire-rebuild money arrives in pieces, on other people's schedules. Typical flow: an early check for actual cash value, made out jointly to you and your mortgage lender — the lender deposits it into a "loss draft" escrow and releases it in inspected draws; your deductible comes from you; approved supplements pay as they're approved; and recoverable depreciation (the gap between replacement cost and the ACV they already paid) releases only when you prove completion or replacement. Call your lender's loss-draft department in week one and get their requirements in writing. Then make sure any construction payment schedule is built around when money actually releases — cash-flow surprises hurt homeowners just as badly as builders.

■ THE RULES OF THE ROAD

- Only three people can legally negotiate your claim: you, a licensed public adjuster, or an attorney.

Washington licenses public adjusters, and negotiating an insurance claim on your behalf without that license is illegal — including for contractors. This is protection, not red tape: it keeps the person pricing your rebuild from also controlling your settlement. The clean division of labor: your contractor documents — estimates, scope, code requirements, market pricing — while you, or a licensed professional you hire, negotiate. A contractor who offers to "handle your insurance claim" is volunteering to break the law on your file, and that tells you everything about how the rest of their paperwork will go.

- Never let anyone "cover" your deductible.

The pitch sounds like a favor: "we'll eat your deductible." The math only works one way — by inflating the claim to hide it — and that's insurance fraud on a claim with your name on it. It's also the signature move of out-of-town storm chasers. If the deductible is a genuine hardship, there are honest paths: scope choices you control, a documented payment plan, or unmet-needs assistance through the disaster case-management system (dial 211). Anyone whose first offer involves fiction should not be building your family's house.

- Don't sign an assignment of benefits.

An AOB hands your claim rights to a contractor — they step into your shoes with your insurer, and you lose control of your own recovery. Post-disaster AOB abuse is a national pattern regulators actively hunt. If you want payments to flow smoothly to your builder, there's a boring, safe tool for that: a direction-to-pay letter instructing the carrier and lender to include the contractor on payments according to your contract's schedule. You keep the claim; they get paid for work performed. Anyone insisting on an AOB instead wants something the safe version doesn't give them.

- Know your contractor-paperwork rights.

In Washington, residential contracts of \$1,000 or more require a signed disclosure statement (the L&I "Notice to Customer") before work begins — a builder who skips it is telling you how they run a job. Verify any contractor's registration, bond, and insurance yourself at Ini.wa.gov (it takes two minutes — and yes, check us too). Insist on: a detailed written scope, written change orders only, payments tied to completed work, and no large deposits — never cash. If a materials-escalation clause appears in a contract, that's not automatically a red flag in this market — but it should reference documented supplier increases, not open-ended "market adjustments."

- Know your own duties — and never pad.

Your policy gives you obligations too: report the loss promptly, protect the property from further damage, cooperate with reasonable investigation, and submit a signed proof of loss by the policy's deadline. Take those deadlines seriously — calendar every one, and request extensions in writing before they pass; after major disasters they're routinely granted, but only if asked. And be scrupulously honest, especially on the contents inventory: thorough is your friend, inflated is catastrophic. Exaggerating a claim can void coverage entirely. The winning posture is aggressive accuracy — claim every dollar you're owed, and not one you're not.

- Check what emergency protections you have right now.

After the 2023 Spokane-area fires, the state insurance commissioner issued an emergency order freezing cancellations and nonrenewals in affected ZIP codes, forcing grace periods for late premiums, and stretching nonrenewal notice to 120 days. The governor's statewide emergency declaration for these fires is the legal trigger for the same protections — check insurance.wa.gov for the current order. Two takeaways: you likely cannot be dropped mid-claim over a bill lost in mail forwarding, and the commissioner's consumer advocates (1-800-562-6900, free) are actively watching claim conduct right now. Use them early, not as a last resort.

■ GETTING TO A FAIR NUMBER

- The first offer is an opening number, not a verdict.

Insurance claims are negotiable, and everyone inside the industry knows it — the system just doesn't advertise it. Initial valuations are produced quickly, from averages, under volume pressure; supplements and revised valuations are a normal, expected part of the process, not a favor. Accepting an advance payment doesn't close your claim, and in a replacement-cost policy the claim generally stays open through the rebuild. Read anything labeled "full and final" or "release" carefully before signing, and treat every number you're handed in the first ninety days as a draft.

- Ask for the full line-item estimate — and the price list behind it.

You're entitled to see how your insurer got its number. Request the complete line-item estimate (usually produced in software called Xactimate) and note the price-list version and date printed on it. Those unit prices come from monthly regional surveys that average past reported costs — which means they lag the real market by design, and after a disaster the lag gets worse: hundreds of households competing for the same framers is not in last month's average. An estimate priced on a pre-fire list is legitimately challengeable on that basis alone, and unit costs can be revised when someone hands the adjuster documentation. That someone is you — armed with the next entry.

- Get an independent local estimate — the single strongest move you can make.

A detailed replacement-cost estimate from a licensed local builder — built from real subcontractor bids and current supplier quotes, not database averages — is the most persuasive document in your claim. It converts "your number feels low" into "here are thirty pages showing what this house costs in Spokane this year." Two rights worth saying out loud: you choose your contractor, not the insurer, and you may submit your own estimates and evidence at any time. Expect a serious builder to charge for this work — a rigorous, defensible estimate takes real hours, and a free one is usually a sales document wearing a costume.

- Make them put it in writing — citing the policy.

Any reduction, exclusion, or denial should come in writing with the specific policy language behind it. "We don't pay for that" on the phone is not a coverage position — it's a sentence. Your reply, kindly and always: "Please send me that in writing, with the policy provision it's based on." Half of verbal denials evaporate when writing is requested, because writing gets reviewed. The same discipline runs the other way: confirm your own key conversations by email the same day, so the file — not anyone's memory — carries the record.

- Claim every coverage you actually bought.

Policies are bundles, and money hides in the corners people never open: extended replacement cost (often +25–50% above the dwelling limit — exactly for disasters like this), ordinance & law, debris removal, other structures, trees and landscaping, food spoilage, and loss of use. Ask your insurer to confirm in writing every coverage and endorsement that applies to your claim, with limits. These provisions are routinely underused for one reason: nobody invoked them. You paid premiums for every one of those lines — collect on the ones you're owed.

— Code upgrades are their own bucket of money — keep them separate.

A home built in 1995 and rebuilt in 2026 must meet 2026 code, and the difference is real money: the current Washington energy code (insulation values, air-sealing verification, heat-pump requirements), wildfire-resistant construction standards where adopted (Class A roofing, ember-resistant vents, tempered glazing), plus modern electrical, egress, and smoke/CO standards. Those costs are paid from your Ordinance & Law coverage — a separate limit, often 10–25% of your dwelling coverage — but only if they're itemized separately with code citations. Folded into the base estimate, they just make your dwelling number look “high” and invite cuts. Ask for a separate code-upgrade schedule; a good builder produces one as a matter of course.

— Prove your home's quality — or be paid for someone else's house.

Your policy owes replacement with materials of “like kind and quality” — but every default estimate assumes builder-grade until someone proves otherwise. Build the quality file: family photos and holiday pictures showing rooms in the background, the real-estate listing from when you bought, the appraisal, permit history from remodels, original plans, even archived street-view imagery. Then insist the estimate reflect it line by line: site-built cabinets, not stock boxes; hardwood, not laminate; the siding you actually had. One page of photos beside the claimed grades is worth thousands per room — and it's the kind of evidence a reviewing desk can't wave away.

— Protect your Additional Living Expenses.

Loss-of-use coverage pays your family's displacement costs — and it generally runs until your home is reasonably rebuilt or the coverage limit is reached, whichever your policy says. Insurers sometimes start signaling an end date long before any rebuild could plausibly finish. If delays aren't your doing (permit queues, contractor availability, the claim fight itself), request extensions in writing before checks stop, with the timeline evidence attached. And keep every displacement receipt for the duration — lodging, meals above your normal costs, mileage, storage, pet boarding. Unclaimed ALE is money you already spent, donated back.

— Understand depreciation — then collect all of it.

Replacement-cost policies pay in two stages: actual cash value first (replacement cost minus depreciation), then the withheld depreciation when you actually replace the item or complete the rebuild. Two places homeowners lose money here: accepting aggressive depreciation percentages (a five-year-old roof is not 50% used up — depreciation should be reasonable and is disputable), and simply never filing for the recoverable depreciation because life moved on. Keep every replacement receipt, calendar the policy's deadline for recovering depreciation, and ask for extensions in writing if the rebuild timeline needs them. That second check is often the largest single payment in the claim.

— Know the escalation ladder — and climb it calmly.

If the number won't move: request a reinspection with your new documentation escalate to the claim supervisor in writing file a complaint with the Washington insurance commissioner (free, online, and insurers must respond on the record — the consumer advocates recover millions for policyholders) invoke your policy's appraisal clause, a built-in dispute process where each side appoints an appraiser and an umpire resolves the amount — your builder's estimate is your evidence hire a licensed public adjuster (commonly around 10% of what they recover) or an attorney. Washington's Insurance Fair Conduct Act gives that last step real teeth: after a 20-day notice, unreasonable denial or delay can expose the insurer to damages, fees, and up to triple damages — which is why a well-documented IFCA letter tends to get files re-read carefully. Most claims resolve on the lower rungs precisely because the upper rungs exist.

■ “PREFERRED CONTRACTORS” & CHOOSING YOUR BUILDER

— How the insurer's contractor list actually works.

When your carrier offers to “send someone,” that contractor usually comes through a managed-repair network — a third-party administrator that dispatches member firms under program terms: the program's price list, response-time metrics, audit requirements, and fees. For small repairs this machinery is fast and fine. But understand the arrangement: a program contractor's pricing authority, scorecard, and next assignment all come from the carrier's side of the table. That's not corruption — it's just the org chart. Read it before you rely on it.

— The choice of contractor is always yours.

In Washington you choose who rebuilds your home — full stop. If you hear steering pressure (“we can only guarantee work by our network,” “using your own contractor will slow things down”), decode it: the “guarantee” being dangled is a program warranty, while your real protections — a registered, bonded, insured contractor and a written warranty in your contract — exist with any legitimate builder you hire. Choosing your own contractor cannot reduce what the policy owes you. What it changes is whose side of the table your builder sits on.

— Understand what program pricing means for a custom home.

Program contractors are required to estimate on the program's price list — the same database averages this guide teaches you to challenge. For a production-grade tract home that may land close enough. For a custom home — real cabinetry, quality finishes, a complicated site — database pricing is structurally short, and a contractor whose scorecard punishes exceeding it has no room to fight for your number. A rebuild estimate built from actual local subcontractor bids isn't “expensive” — it's accurate. The gap between the two is precisely what's at stake in your claim.

— How to vet any builder — including us.

Two minutes at Ini.wa.gov (search “Verify a Contractor”) shows registration, bond, insurance, and lawsuits against the bond. Beyond that: local references from completed projects (call them; ask what went wrong and how it was handled), a detailed written scope before any contract, payments tied to completed work, no large upfront deposits, never cash, written change orders, and a physical local address. A builder confident in their operation will hand you all of this without being asked — we put this paragraph in here on purpose, and the standard applies to us first.

— The walk-away list.

Commit these to memory and share them with neighbors: door-to-door solicitation in burned neighborhoods; “sign today” pressure or expiring discounts; offers to cover or waive your deductible; demands for large cash deposits before work; anyone proposing an assignment of benefits; anyone offering to “handle your insurance claim” for you; no verifiable Washington registration, local address, or references. None of these are gray areas. Each one, alone, is a complete answer: no.

■ WHAT A PROFESSIONAL REBUILD LOOKS LIKE

1 An organized intake — before any talk of contracts.

A serious builder's first meeting is triage, not sales: they'll ask for your declarations page, the carrier's estimate if one exists, your lender information, and pre-loss photos — and they'll tell you plainly what they do (document, estimate, build) and don't do (negotiate your claim). If a first conversation is mostly urgency and paperwork to sign, you've learned what you needed to. If it's mostly questions and a request for your documents, you're probably in good hands.

2 Paid pre-construction — and why it protects you.

Expect a professional builder to charge for the development phase: site evaluation (access, utilities, septic and well, hazard trees), plans to current code, and a complete replacement-cost estimate with the quality documentation and code-upgrade schedule attached. That fee buys estimating rigor no free bid contains — and the deliverable belongs to you. It's simultaneously the blueprint for your rebuild and the strongest exhibit in your claim, usable no matter who you ultimately build with. Free estimates are priced accurately: they're marketing.

3 The adjuster walk and the reconciliation memo.

Your builder should attend the adjuster's inspection — walking the site together, flagging what photos can't show, and requesting the carrier's full line-item estimate on the spot. What should follow within days is a reconciliation memo: the carrier's estimate and the builder's, side by side, gap by gap, each gap tied to a numbered exhibit — bids, quotes, code citations, quality photos. No outrage, just line items. That memo becomes the working document of your negotiation, and it's the single clearest signal that your builder documents like a professional.

4 Scope and funding aligned before you sign.

Before any construction contract: a written scope you've both initialed, a real price stated plainly, and a one-page funding map — what sits in lender escrow, your deductible, expected supplements, recoverable depreciation at completion, and any upgrades you're choosing kept as a separate change-order stream so insurance scope and your personal scope never blur. The payment schedule should key to when money actually releases, with the lender's inspection cadence built in. If the map shows a funding gap, you want to see it now — while it's a decision — not at drywall, when it's a crisis.

5 Supplements during the build — discovery is normal, process is everything.

No fire rebuild finishes on the initially approved estimate; soils, buried utilities, and code corrections surface once work begins. The professional rhythm: photograph the condition, write it up, number it, price it, get your written authorization, submit it to the carrier, log its status — and keep you copied at every step. What you should never see: significant surprise work performed on a verbal okay, or a request to "settle up later." On insurance work, undocumented equals unpaid — and unpaid has a way of becoming your problem.

6 Completion, your final check, and the long tail.

The rebuild's last act is paperwork: a completion package — certificate, final invoice, permit sign-offs, final photos — that releases your recoverable depreciation, often the largest single check in the claim. Then punch list, warranty documents in writing, and a builder who still answers the phone. You're choosing a two-year relationship, not a transaction — pick someone who behaves like the whole neighborhood is watching how it ends, because after these fires, it genuinely is.