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INSURANCE CODE - INS

DIVISION 2. CLASSES OF INSURANCE [1880 - 12880.8] (Division 2 enacted by Stats. 1935, Ch. 145.)

PART 1. FIRE AND MARINE INSURANCE [1880 - 10108.1] (Part 1 enacted by Stats. 1935, Ch. 145.)

CHAPTER 2. The Fire Insurance Contract [2030 - 2085] (Chapter 2 enacted by Stats. 1935, Ch. 145.)

ARTICLE 3. California Standard Form Fire Insurance Policy [2070 - 2085] (Article 3 enacted by Stats. 1935, Ch. 145.)

2070. All fire policies on subject matter in California shall be on the standard form, and, except as provided by this article shall not contain additions thereto. No part of the standard form shall be omitted therefrom except that any policy providing coverage against the peril of fire only, or in combination with coverage against other perils, need not comply with the provisions of the standard form of fire insurance policy or Section 2080; provided, that coverage with respect to the peril of fire, when viewed in its entirety, is substantially equivalent to or more favorable to the insured than that contained in such standard form fire insurance policy.

(Amended by Stats. 1982, Ch. 124, Sec. 1.)

2070.1. (a) Any insurer whose insured has made a claim under his or her residential fire or property insurance policy for loss due, in whole or in part, to corrosive soils shall, at least 30 days before the expiration of the applicable statute of limitation, notify its insured in writing of the statute of limitation applicable to the insured's claim for damage. Failure of the insurer to provide the written notice shall operate to toll the applicable statute of limitation for a period of 30 days from the date written notice is actually given. The notice shall not be required if the insurer has received notice that the insured is represented by an attorney.

This section applies only to claims presented and not denied prior to January 1, 1989, and to claims presented on or after January 1, 1989.

(Added by Stats. 1988, Ch. 737, Sec. 1.)

2071. (a) The following is adopted as the standard form of fire insurance policy for this state:

California Standard Form Fire Insurance Policy

No.

[Space for insertion of name of company or companies issuing the policy and other matter permitted to be stated at the head of the policy.]

[Space for listing amounts of insurance, rates and premiums for the basic coverages insured under the standard form of policy and for additional coverages or perils insured under endorsements attached.]

In consideration of the provisions and stipulations herein or added hereto and of ____ dollars premium this company, for the term of

from the ____ day of ____, 20 ____	}	At 12:01 a.m.,
to the ____ day of ____, 20 ____	}	standard time,

at location of property involved, to an amount not exceeding ____ dollars, does insure ____ and legal representatives, to the extent of the actual cash value of the property at the time of loss, but not exceeding the amount which it would cost to repair or replace the property with material of like kind and quality within a reasonable time after the loss, without allowance for any increased cost of repair or reconstruction by reason of any ordinance or law regulating construction or repair, and without compensation for loss resulting from interruption of business or manufacture, nor in any event for more than the interest of the insured, against all

LOSS BY FIRE, LIGHTNING AND BY REMOVAL FROM PREMISES ENDANGERED BY THE PERILS INSURED AGAINST IN THIS POLICY, EXCEPT AS HEREINAFTER PROVIDED, to the property described hereinafter while located or contained as described in this policy, or pro rata for five days at each proper place to which any of the property shall necessarily be removed for preservation from the perils insured against in this policy, but not elsewhere.

Assignment of this policy shall not be valid except with the written consent of this company.

This policy is made and accepted subject to the foregoing provisions and stipulations and those hereinafter stated, which are hereby made a part of this policy, together with any other provisions, stipulations and agreements as may be added hereto, as provided in this policy.

IN WITNESS WHEREOF, this company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of this company at

____ Secretary.	____ President.
Countersigned this	day of , 20
____ Agent	

Concealment, fraud

This entire policy shall be void if, whether before or after a loss, the insured has willfully concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured relating thereto.

Uninsurable and excepted property

This policy shall not cover accounts, bills, currency, deeds, evidences of debt, money or securities; nor, unless specifically named hereon in writing, bullion or manuscripts.

Perils not included

This company shall not be liable for loss by fire or other perils insured against in this policy caused, directly or indirectly, by: (a) enemy attack by armed forces, including action taken by military, naval or air forces in resisting an actual or an immediately impending enemy attack; (b) invasion; (c) insurrection; (d) rebellion; (e) revolution; (f) civil war; (g) usurped power; (h) order of any civil authority except acts of destruction at the time of and for the purpose of preventing the spread of fire, provided that the fire did not originate from any of the perils excluded by this policy; (i) neglect of the insured to use all reasonable means to save and preserve the property at and after a loss, or when the property is endangered by fire in neighboring premises; (j) nor shall this company be liable for loss by theft.

Other insurance

Other insurance may be prohibited or the amount of insurance may be limited by endorsement attached hereto.

Conditions suspending or restricting insurance

Unless otherwise provided in writing added hereto this company shall not be liable for loss occurring (a) while the hazard is increased by any means within the control or knowledge of the insured; or (b) while a described building, whether intended for occupancy by owner or tenant, is vacant or unoccupied beyond a period of 60 consecutive days; or (c) as a result of explosion or riot, unless fire ensues, and in that event for loss by fire only.

Other perils or subjects

Any other peril to be insured against or subject of insurance to be covered in this policy shall be by endorsement in writing hereon or added hereto.

Added provisions

The extent of the application of insurance under this policy and of the contribution to be made by this company in case of loss, and any other provision or agreement not inconsistent with the provisions of this policy, may be provided for in writing added hereto, but no provision may be waived except such as by the terms of this policy or by statute is subject to change.

Waiver provisions

No permission affecting this insurance shall exist, or waiver of any provision be valid, unless granted herein or expressed in writing added hereto. No provision, stipulation or forfeiture shall be held to be waived by any requirement or proceeding on the part of this company relating to appraisal or to any examination provided for herein.

Cancellation of policy

This policy shall be canceled at any time at the request of the insured, in which case this company shall, upon demand and surrender of this policy, refund the excess of paid premium above the customary short rates for the expired time. This policy may be canceled at any time by this company by giving to the insured a 20 days' written notice of cancellation with or without tender of the excess of paid premium above the pro rata premium for the expired time, which excess, if not tendered, shall be refunded on demand. Notice of cancellation shall state that said excess premium (if not tendered) will be refunded on demand. If the reason for cancellation is nonpayment of premium, this policy may be canceled by this company by giving to the insured a 10 days' written notice of cancellation.

Mortgagee interests and obligations

If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, the interest in this policy may be canceled by giving to the mortgagee a 10 days' written notice of cancellation.

If the insured fails to render proof of loss the mortgagee, upon notice, shall render proof of loss in the form herein specified within 60 days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue; or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interests and obligations of the mortgagee may be added hereto by agreement in writing.

Pro rata liability

This company shall not be liable for a greater proportion of any loss than the amount hereby insured shall bear to the whole insurance covering the property against the peril involved, whether collectible or not.

Requirements in case loss occurs

The insured shall give written notice to this company of any loss without unnecessary delay, protect the property from further damage, forthwith separate the damaged and undamaged personal property, put it in the best possible order, furnish a complete inventory of the destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed; and within 60 days after the loss, unless the time is extended in writing by this company, the insured shall render to this company a proof of loss, signed and sworn to by the insured, stating the knowledge and belief of the insured as to the following: the time and origin of the loss, the interest of the insured and of all others in the property, the actual cash value of each item thereof and the amount of loss thereto, all encumbrances thereon, all other contracts of insurance, whether valid or not, covering any of said property, any changes in the title, use, occupation, location, possession or exposures of said property since the issuing of this policy, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss and whether or not it then stood on leased ground, and shall furnish a copy of all the descriptions and schedules in all policies and, if required and obtainable, verified plans and specifications of any building, fixtures or machinery destroyed or damaged.

The insured, as often as may be reasonably required and subject to the provisions of Section 2071.1, shall exhibit to any person designated by this company all that remains of any property herein described, and submit to examinations under oath by any person named by this company, and subscribe the same; and, as often as may be reasonably required, shall produce for examinations all books of account, bills, invoices, and other vouchers, or certified copies thereof if the originals be lost, at any reasonable time and place as may be designated by this company or its representative, and shall permit extracts and copies thereof to be made. The insurer shall inform the insured that tax returns are privileged against disclosure under applicable law but may be necessary to process or determine the claim.

The insurer shall notify every claimant that they may obtain, upon request, copies of claim-related documents. For purposes of this section, "claim-related documents" means all documents that relate to the evaluation of damages, including, but not limited to, repair and replacement estimates and bids, appraisals, scopes of loss, drawings, plans, reports, third-party findings on the amount of loss, covered damages, and cost of repairs, and all other valuation, measurement, and loss adjustment calculations of the amount of loss, covered damage, and cost of repairs. However, attorney work product and attorney-client privileged documents, and documents that indicate fraud by the insured or that contain medically privileged information, are excluded from the documents an insurer is required to provide pursuant to this section to a claimant. Within 15 calendar days after receiving a request from an insured for claim-related documents, the insurer shall provide the insured with copies of all claim-related documents, except those excluded by this section. Nothing in this section shall be construed to affect existing litigation discovery rights.

After a covered loss, the insurer shall provide, free of charge, a complete, current copy of this policy within 30 calendar days of receipt of a request from the insured. The time period for providing this policy may be extended by the Insurance Commissioner.

An insured who does not experience a covered loss shall, upon request, be entitled to one free copy of this policy annually. The policy provided to the insured shall include, where applicable, the policy declarations page.

Appraisal

In case the insured and this company shall fail to agree as to the actual cash value or the amount of loss, then, on the written request of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within 20 days of the request. Where the request is accepted, the appraisers shall first select a competent and disinterested umpire; and failing for 15 days to agree upon the umpire, then, on request of the insured or this company, the umpire shall be selected by a judge of a court of record in the state in which the property covered is located. Appraisal proceedings are informal unless the insured and this company mutually agree otherwise. For purposes of this section, "informal" means that no formal discovery shall be conducted, including depositions, interrogatories, requests for admission, or other forms of formal civil discovery, no formal rules of evidence shall be applied, and no court reporter shall be used for the proceedings. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him or her and the expenses of appraisal and umpire shall be paid by the parties equally. In the event of a government-declared disaster, as defined in the Government Code, appraisal may be requested by either the insured or this company but shall not be compelled.

Adjusters

If, within a six-month period, the company assigns a third or subsequent adjuster to be primarily responsible for a claim, the insurer, in a timely manner, shall provide the insured with a written status report. For purposes of this section, a written status report shall include a summary of any decisions or actions that are substantially related to the disposition of a claim, including, but not limited to, the amount of losses to structures or contents, the retention or consultation of design or construction professionals, the amount of coverage for losses to structures or contents and all items of dispute.

Company's options

It shall be optional with this company to take all, or any part, of the property at the agreed or appraised value, and also to repair, rebuild or replace the property destroyed or damaged with other of like kind and quality within a reasonable time, on giving notice of its intention so to do within 30 days after the receipt of the proof of loss herein required.

Abandonment

There can be no abandonment to this company of any property.

When loss payable

The amount of loss for which this company may be liable shall be payable 60 days after proof of loss, as herein provided, is received by this company and ascertainment of the loss is made either by agreement between the insured and this company expressed in writing or by the filing with this company of an award as herein provided.

Suit

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless all the requirements of this policy shall have been complied with, and unless commenced within 12 months next after inception of the loss. If the loss is related to a state of emergency, as defined in subdivision (b) of Section 8558 of the Government Code, the time limit to bring suit is extended to 24 months after inception of the loss.

Subrogation

This company may require from the insured an assignment of all right of recovery against any party for loss to the extent that payment therefor is made by this company.

(b) Any amendments to this section by the enactment of Senate Bill 658 of the 2001–02 Regular Session shall govern a policy utilizing the form provided in subdivision (a) when that policy is originated or renewed on or after January 1, 2002.

(c) The amendments to this section made by the act adding this subdivision shall govern a policy utilizing the form provided in subdivision (a) when that policy is originated or renewed on or after January 1, 2004.

(d) (1) The amendments to this section made by the act adding this subdivision govern a policy originated or renewed on or after the effective date of this act.

(2) Notwithstanding paragraph (1), an insurer shall incorporate the revisions to the standard form of fire insurance policy made by the act adding this subdivision on or before July 1, 2019.

2071.1. (a) This section applies to an examination of an insured under oath pursuant to Section 2071 labeled "Requirements in case loss occurs" and other relevant provisions of that section, and to any policy that insures property and contains a provision for examining an insured under oath, when the policy is originated or renewed on and after January 1, 2002.

The following are among the rights of each insured who is requested to submit to an examination under oath:

- (1) An insurer that determines that it will conduct an examination under oath of an insured shall notify the insured of that determination and shall include a copy of this section in the notification.
- (2) An insurer may conduct an examination under oath only to obtain information that is relevant and reasonably necessary to process or investigate the claim.
- (3) An examination under oath may only be conducted upon reasonable notice, at a reasonably convenient place and for a reasonable length of time.
- (4) The insured may be represented by counsel and may record the examination proceedings in their entirety.
- (5) The insurer shall notify the insured that, upon request and free of charge, it will provide the insured with a copy of the transcript of the proceedings and an audio or video recording of the proceedings, if one exists. Where an insured requests a copy of the transcript, the recording, or both, of the examination under oath, the insurer shall provide it within 10 business days of receipt by the insurer or its counsel of the transcript, the recording, or both. An insured may make sworn corrections to the transcript so it accurately reflects the testimony under oath.
- (6) In an examination under oath, an insured may assert any objection that can be made in a deposition under state or federal law. However, if as a result of asserting an objection, an insured fails to provide an answer to a material question, and that failure prevents the insurer from being able to determine the extent of loss and validity of the claim, the rights of the insured under the contract may be affected.
- (7) An insured who submits a fraudulent claim may be subject to all criminal and civil penalties applicable under law.

(b) The department shall conduct a study quantifying the number of examinations under oath performed by carriers regulated by the department and the number of contacts made by consumers regarding alleged concerns with the utilization of the examination under oath process for the resolution of pending claims. The department shall report both the number of examinations under oath performed by each carrier and the number of justified and unjustified claims alleged by insureds as defined in this code. To the best extent practicable, the department shall also determine if any of these complaints also resulted in suspected fraudulent claims with the department's fraud division.

(c) The department shall also survey licensed carriers as to the number of suspected fraudulent claims under residential property insurance policies that are submitted to the department's fraud division as required by law, and that resulted, or eventually resulted, in the utilization of the examination under oath process. Policies of residential property insurance shall be as defined in Section 10087.

(d) The department shall submit the findings of this report to the chairpersons of the Assembly and Senate Committees on Insurance no later than March 1, 2003.

(Amended by Stats. 2009, Ch. 88, Sec. 70. (AB 176) Effective January 1, 2010.)

2072. The policy is not required to be used for reinsurance between insurers.

(Repealed and added by Stats. 1949, Ch. 556.)

2073. The policy shall be plainly printed. The type shall not be smaller than eight-point and in a style not less legible than Century and subheads shall be in type larger than eight-point and in a style not less legible than Century. The lines of the policy following the countersignature clause shall be numbered consecutively.

(Amended by Stats. 1953, Ch. 182.)

2074. Either the blanks in the standard form or those in an endorsement attached thereto shall be appropriately filled. The first page of the policy or an endorsement attached thereto may be arranged to show in schedule form the amounts of insurance, rates and premiums for the basic coverages insured under the standard form of policy and additional coverages or perils insured under endorsements attached, and such other data as may be conveniently included for duplication on daily reports for office records.

If such a schedule clearly shows the amount at risk, the rate, and the premium in respect of fire insurance, the words, "the above specified" may be inserted in the blanks preceding the word "dollars" in the two places in which "dollars" appears in that portion of the standard form which precedes the countersignature clause, or in identical blanks in an endorsement attached to the standard form and containing the paragraph in the standard form in which the blanks appear.

(Amended by Stats. 1949, Ch. 556.)

2074.5. In lieu of showing the term of coverage in the form set forth in Section 2071, the standard form policy may show the term in any form which clearly states the period during which the insurance is to continue. The period shall begin and end on specified dates at 12:01 a.m. standard time, at the location of the property involved. An example of a permissible method of showing the term is:

" _____ for the term of	
	At 12:01 a.m.
from	(Standard Time) to
	At 12:01 a.m.
	(Standard Time)
at location of property involved, _____ "	

(Amended by Stats. 1971, Ch. 1564.)

2074.6. In lieu of showing the attestation clause and official signatures in the form as set forth in Section 2071, the standard form policy may show, immediately following the policy provisions, the following:

"In witness whereof, this company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized agent of this company at the agency hereinbefore mentioned.

Secretary	President"
-----------	------------

(Added by Stats. 1953, Ch. 182.)

2074.7. Notwithstanding the provisions of Section 2071 granting the right to both insured and insurer to cancel a policy of insurance, or the provisions of any policy conforming to that section, the right of the insurer, but not that of the insured, to so cancel shall be subject to modification by written general order or orders of the commissioner, if: (1) the property insured is in the State of California; (2) the insurance policy contains any "basic property insurance" as that term is defined in Chapter 9 (commencing with Section 10090) of Part 1, Division 2 of this code; and (3) the property insured is, on the date of the order or orders of the commissioner, within any geographic area to which any "Fair Plan" approved by the commissioner pursuant to that chapter is applicable.

The commissioner's order or orders may deny to insurers the right to cancel those policies on less than 60 days' notice, or on a lesser number of days of notice that the commissioner may designate, except that the number of days of notice may not be less than 20. The commissioner's order or orders shall apply uniformly to all insurers having those policies outstanding in all or any designated portions of such a geographic area.

This section, and any order of the commissioner, shall not be effective as to any policy unless the property insured therein is then within a geographic area to which a "Fair Plan" is applicable.

The orders of the commissioner may contain generally applicable exceptions of certain types of properties, certain types of policies, policies solicited in a particular manner, or policies obtained upon particular representations of the insured. The orders shall except policies upon which premiums or premium installments have not been paid in accordance with the agreement of the insured, whether payable directly to the insurer or its agent, or indirectly under any premium finance plan or plans for the extension of credit.

No order shall be adopted by the commissioner pursuant to this section unless he or she has determined that the order is reasonably necessary to carry out the provisions of a "Fair Plan".

(Amended by Stats. 2003, Ch. 148, Sec. 3. Effective January 1, 2004.)

2074.8. Notwithstanding any of the other provisions of Sections 2071 and 6010, those paragraphs in Sections 2071 and 6010 captioned "Cancellation of policy" may, in any policy subject to Chapter 11 (commencing with Section 675) of Part 1 of Division 1, have that paragraph in the text of the policy stricken or changed by endorsement and the following paragraph substituted therefor:

"This policy shall be canceled at any time at the request of the insured, in which case this company shall, upon demand and surrender of the policy, refund the excess of paid premiums above the customary short rate for the expired time. This policy may be canceled by this company by written notice mailed or delivered to the named insured at the address shown in the policy, with or without tender of the excess of paid premiums above the pro rata premiums for the expired time, stating when, not less than 20 days after that mailing or delivery, cancellation shall be effective. Notice of cancellation shall state that the excess premiums, if not tendered, will be refunded on demand, and contain those matters that are required to comply with Chapter 11 (commencing with Section 675) of Part 1 of Division 1."

(Amended by Stats. 2003, Ch. 148, Sec. 4. Effective January 1, 2004.)

2074.9. During such time as countersignatures are not required by law, the provisions of Section 2071 requiring policies to make provision for countersignatures shall not be in effect and an insurer may omit such provisions from its policies.

(Added by Stats. 1969, Ch. 506.)

2075. By special agreement indorsed on the policy or added thereto, the provisions regarding appraisal or apportionment of loss may be waived and the valuations of all or any of the insured subject matter in case of total loss may be agreed upon in advance of loss.

(Enacted by Stats. 1935, Ch. 145.)

2076. The insurer may add to the standard form any matter relating to its financial condition, directors, officers, shareholders and history, and the address of its home office and principal office in the United States.

(Enacted by Stats. 1935, Ch. 145.)

2077. The insurer may add to the standard form, in red ink, any provisions required or permitted in its policies by the State or country of its organization, respecting limitation of liability of the insurer, its shareholders or members.

(Enacted by Stats. 1935, Ch. 145.)

2078. There may be added to the standard form, clauses providing for and defining the rights, duties and obligations of mortgagees, assignees and other parties having or acquiring an interest in, right to, or lien upon the insured subject matter.

(Enacted by Stats. 1935, Ch. 145.)

2079. Clauses may be added to the standard form:

(a) Covering subject matter and risks not otherwise covered; provided that clauses covering loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination, all whether directly or indirectly resulting from an insured peril under the standard policy issued pursuant to Section 2071 may be insured under said policy only by a written endorsement providing such insurance, with such endorsement affixed to said standard policy.

(b) Assuming greater liability than is otherwise imposed on the insurer.

(c) Granting insured permits and privileges not otherwise provided.

(d) Waiving any of the matters which may be waived and which avoid the policy or suspend the insurance.

(e) Waiving any of the requirements imposed on the insured after loss.

(f) As provided in Section 3047.

(Amended by Stats. 1959, Ch. 1101.)

2080. Except as otherwise provided in this article, clauses imposing specified duties and obligations upon the insured and limiting the liability of the insurer may be attached to the standard form. Such clauses shall be in the rider or riders attached to the standard form of policy and shall be in type as provided in Section 2073.

(Amended by Stats. 1982, Ch. 124, Sec. 2.)

2081. Whenever a clause is inserted, or rider attached, affecting the standard form liability of the insurer for loss or damage by fire occasioned either directly or indirectly by hurricane, volcanic action or other disturbance of nature, the clause or rider shall be printed in red ink in type larger than small pica and at the head of the policy there shall be printed in red ink and in large boldfaced type the words, "This policy contains limitations of liability not permitted in the California standard form."

Nothing in this section exempts an insurer from, or permits an insurer to limit, its liability or obligation under a fire insurance policy to cover the losses from a fire that is caused by, or follows, an earthquake.

(Amended by Stats. 1991, Ch. 665, Sec. 1. Effective October 9, 1991.)

2082. Any insurers, other than corporations, issuing policies on subject matter in California, shall use the standard form, changing only such words as refer to the corporation or company, to officers or agents of the corporation or company, or to its organization. Such other insurers may substitute, in place of the words having peculiar reference to corporations, appropriate words having similar reference to themselves.

(Enacted by Stats. 1935, Ch. 145.)

2082.5. Where an insurer has no president or secretary in the United States, the facsimile signature on the standard form may be that of its principal executive officer or manager residing within the United States.

(Added by Stats. 1950, 1st Ex. Sess., Ch. 5.)

2083. It is a misdemeanor for any insurer or any agent to countersign or issue a fire policy covering in whole or in part property in California and varying from the California standard form of policy otherwise than as provided by this article. Any policy so issued shall, notwithstanding, be binding upon the issuing insurer.

(Enacted by Stats. 1935, Ch. 145.)

2084. (a) After a covered loss under a policy covered by Section 2071, an insurer shall provide to the insured, free of charge, a complete copy of the policy that was in effect at the time of the loss within 30 calendar days of receipt of a request from the insured. The time period for providing the policy may be extended by the Insurance Commissioner. The policy provided to the insured shall include, where applicable and without limitation, the full insurance policy, any endorsements to the policy, and the policy declarations page.

(b) An insured under a policy covered by Section 2071 who does not experience a covered loss shall, upon request, be entitled to one free copy of his or her policy annually. The policy provided to the insured shall include, where applicable and without limitation, the full insurance policy, any endorsements to the policy, and the policy declarations page.

(c) (1) An insurer responding to a request made pursuant to subdivision (a) for a covered loss that was the result of a state of emergency, as defined in Section 8558 of the Government Code, may, and an insurer compliant with the electronic transaction requirements of Section 38.6 shall, upon the request of an insured who has not elected to receive electronic documents pursuant to Section 38.6, transmit or provide access to an electronic copy of the entire policy. Section 38.6 shall not apply to transmitting or providing access to a policy pursuant to this paragraph.

(2) A request of an insured pursuant to paragraph (1) does not constitute a request to participate in electronic transactions or communications for any purpose other than receiving the documents described in this section.

(Amended by Stats. 2018, Ch. 69, Sec. 1. (AB 1799) Effective January 1, 2019.)

2085. (a) (1) In the case of a declaration of a disaster by the President of the United States or the Governor, if a property owner or owner's legal representative is unable to identify the insurer of the owner's property that is located in the declared disaster area, the commissioner shall, at the request of the property owner or owner's legal representative, electronically provide the property owner's name, any contact information provided to the commissioner, and property location information to insurers that issue homeowners' insurance policies subject to Section 2071.

(2) The commissioner or an insurer may conclusively presume that a request submitted pursuant to paragraph (1) is a bona fide request from the property owner or owner's legal representative. Information transmitted to the commissioner or an insurer pursuant to this section shall, within the meaning of subdivision (b) of Section 1798.24 of the Civil Code, constitute information provided with the voluntary written consent of the person transmitting the information and shall authorize the commissioner or an insurer to provide the information to others in accordance with this section. No reasonable expectation of privacy shall exist for the information provided to the commissioner or an insurer pursuant to this section and no cause of action shall arise nor shall any liability be imposed against the commissioner or an insurer, the commissioner's or an insurer's authorized representatives, or any department or insurer employee for statements made or conduct performed in good faith while carrying out the provisions of this section.

(3) Communication between a property owner or owner's legal representative and the commissioner, and between the commissioner and insurers, shall not constitute the filing of a claim.

(b) An insurer that issues homeowners' insurance policies subject to Section 2071 shall provide the commissioner with an email address for accepting an electronic transmission from the commissioner pursuant to subdivision (a).

(c) (1) An insurer that issues homeowners' insurance policies subject to Section 2071 shall respond to the property owner or owner's legal representative within 90 days after receiving a transmission pursuant to subdivision (a) and shall indicate if the insurer issued a homeowners' insurance policy on the property located in the disaster area and identified in the commissioner's communication that was in force at the time that the disaster occurred. An insurer's response to the property owner or owner's legal representative pursuant to this paragraph shall not be an acknowledgment of a claim, and shall not constitute an admission of coverage under any policy for any loss.

(2) Notwithstanding paragraph (1), neither the department nor the insurer shall be required to respond to a property owner or the owner's legal representative if the insurer determines that it did not issue a policy for the property.

(3) A response by an insurer to the property owner or the owner's legal representative pursuant to paragraph (1) shall be provided free of charge.

(Added by Stats. 2017, Ch. 361, Sec. 1. (SB 569) Effective January 1, 2018.)