



Step by Step Guide on how to hire the right company to remove your bats or raccoons and remediate the damage to bring your home back to safe conditions through your home owners insurance policy.



12 Pleasant Valley Road • Denville, NJ 07834

973-316-6014

www.pdqrestoration.com

www.northjerseyanimalcontrol.com



Dear Potential Client,

Thank you for downloading our “Bat/Racoon Strategies” Insurance Guide. This guide has helped many people get the assistance they need from their insurance companies to preserve their property. This is why we as home owners purchase insurance is it not? We invest every month in insurance to protect ourselves from unexpected damage and loss. We look forward to assisting you in recovering the losses you may be facing from a bat or racoon infestation.

STEP ONE

Involve the Insurance Company Immediately, and Enlist Our Help: At least 85% of home owner’s insurance policies actually cover damages from bats or racoons. Note we said “damages from bats or racoons”. Far fewer companies offer coverage for bat or racoon removal. In this scenario, you immediately enlist our help to negotiate with your insurance company to provide a complete and permanent solution to your bat/racoon damages and problem. PDQ has a great track record at getting results above expectations.

Benefits to you for having PDQ work directly with your insurance company are:

- Less personal involvement and work for you. After you follow the instructions on the next page, we will take over negotiations and communication with your insurance company.
- Your financial commitment will be limited to your deductible on the policy.
- You will get a more permanent bat/racoon proofing and thorough clean up than perhaps you could otherwise afford. The insurance company is interested in preserving property value long term. They will be looking to restore your home to the condition it was in before the bat or racoon moved in. This will include replacing any insulation, drywall, soffits or other materials contaminated with urine or guano.
- Sometimes your insurance company will cover temporary relocation expenses for you and your family while the work is being done.
- In summary, you get much more work done on your home – and only pay the deductible on your insurance policy.

Disadvantages to this approach:

- The cost to remediate the damage correctly and bring your home back to a healthy condition is typically much more then homeowners would want to pay. Therefore corners are cut and end results are usually less then acceptable.



How to Proceed with putting in an insurance claim: Read “Talking to your Insurance Company – Quick Reference” (page three of this document) and then contact your insurance agent.

To start this process we need:

1. Your insurance company’s verbal agreement that you have coverage for “damage from bat or raccoons”.
2. Your insurance company policy number.
3. If they’ve opened a claim based on your conversation with them, then we need the claim number.

Contact information for your agent or adjuster. Name, phone number and email address.

Talking to your Insurance Company – Quick Reference

Insurance agents and adjusters don’t get very many calls regarding bat or raccoons. Since this is a new situation for them, there may be some initial hesitancy regarding coverage. Reading the tips on this page (and possibly having it handy for the call) will make your call much more effective and may make the difference in whether or not you get coverage.

NOTE: Unless you want to get lawyers involved, your Insurance Adjuster is the decision maker. Your call to him or her is essentially a sales call. We recommend you be informed and courteous.

Do Not Say:

- “*We’ve had bats or raccoons for some time...*” – If you inform the insurance company that you have known about the problem for a while and didn’t take steps to resolve it, the agency can invoke a clause that states you didn’t take steps to protect your property in a reasonable and timely fashion.
- “*I know I have coverage...*”, “*You are wrong...*” etc. – No one likes to be told how to do their job.

Offending the person you hope will make a favorable decision in your behalf is a poor strategy.

Common Objections from the Adjuster or Agent:

- “We don’t cover **Bat or Racoons**” – Ask “Are Bat or raccoons specifically named on the exclusion list? Can I see a copy of the exclusion list?”
- “We don’t cover **Vermin, Rodents or Pests**” – Respond “Bats or raccoons are actually not classified as vermin, rodents or pests. In fact, unlike those problems, bat or raccoons are protected by law and cannot legally be exterminated.”



- “We don’t cover **Bat or Raccoon Removal**” – Respond “Okay – do you cover damage or clean up after the bats or raccoons have been removed?” (Your insurance company will most likely consider guano and urine in your walls, ceiling, attic and/or insulation as “damage”. This is good enough to start a claim. If we are awarded the clean-up contract, we can often include the removal and bat/raccoon proofing as a courtesy while we are doing the other work dictated by your insurance company).
- “Bats or raccoons are a **Maintenance Issue**, we don’t cover maintenance” – Respond “My bat/raccoon removal company said that bats or raccoons are wild animals, and they’ve seen bat or raccoon move into brand new homes – even though the house is in perfect/new condition. They believe that building codes and accepted maintenance protocols are not sufficient to prevent a bat/raccoon infestation. Would you be willing to talk to them about this?”

If all the above does not work – you may be facing one or more of the following situations.

- You may have a very limited or poor-service insurance policy. Since mortgage companies require home owner’s insurance, and some people are extremely price and bargain oriented, there has been a niche of “insurance providers” that offer a policy to satisfy the mortgage company – and yet is extremely inexpensive because in reality they provide very little coverage. “Stated Coverage Policies” are one example of these types of poor quality insurance policies. If you have been sold one of these cheap policies there is little we can do to assist.
- Your insurance adjuster or agent is uneducated or arrogant and simply decides to stand in your way of coverage. In this situation you have three choices. One – graciously, tactfully and patiently educate/sell your adjuster. Two – politely ask to be assigned a new adjuster or a supervisor. Three – hire a lawyer to get involved and potentially sue for damages.
- Your insurance company is one of the very small percentage of companies that has decided to specifically exclude any coverage for bat or raccoon in your policy. In this situation, your insurance company should be able to provide you with the exclusion list that very specifically says “bat or raccoon”. Vermin, rodents, and pests **do not** apply in this situation.



Introduction

If you have been coping with a bat or raccoon infestation you already know that having a colony of bats or raccoons living in your home is stressful, frightening and not a simple problem to remedy. The only way to permanently rid yourself of a bat/raccoon infestation is to hire a professional who handles 'Bat/Raccoon Exclusion' and knows the ins and outs of bat/raccoon behavior and how to safely remove them from your home and keep them out. As you may already know professional bat/raccoon exclusion can be expensive work to have done and the concern about how you will pay for this important and necessary project may be weighing on you. This book will show you useful strategies for convincing your insurance company to cover bat exclusion costs and help you to get the work that you need done under your insurance policy. The purpose of this book is to get you up to date and informed on the realities of having a bat infestation. When the time comes for you to address your insurance company it is important to remember that you cannot be convincing unless you yourself are convinced about the seriousness of the situation. I encourage you to read all the information I have provided as it is all useful in building a strong case to present to your insurance agent. First we will discuss the signs of a bat infestation and reasons for the seemingly high cost of bat exclusion work and what is involved in this important job. Second I will offer some practical guidelines on how to present your information to your insurance agent so that you are more likely to receive a positive response. You will also learn about some common misconceptions about bats or raccoons. This information will benefit you in your efforts to convince your insurance agent that bat exclusion does fall under the coverage of your policy. Lastly, I will take a little time to explain why you should have bats or raccoons removed from your home. You will learn why it is dangerous to leave a family of raccoons or colony of bats roosting in your rafters or attic and why only a professional in bat/raccoon exclusion should be used for this work. Once you have all this information you will be fully prepared to use the step by step guide at the end of the book to bring your claim to your insurance company backed by convincing facts and insight. The best chance of getting your insurance to pay for your bat exclusion costs is right here. Armed with knowledge you will be ready to make a strong case to your agent and can save yourself thousands of dollars.



Protect Your Rights

When a raccoon or bat colony decides to take up living in your home it is can be devastating to your house and its resale value. There are health risks involved in coexisting with bats or raccoons, and of course the stress and fear that may ensue are not to be taken lightly either. Become fully aware that your private property is protected by the law. As an insured homeowner you are entitled to a degree of protection from personal harm and property loss. Appeal for your rights and claim the protection that is legally yours.

Please Note: This guide is in no way intended to suggest or promote insurance fraud. This guide was designed to provide moral and legal options for victims of bat/raccoon infestations.

Signs of a Bat/Raccoon Infestation

Be sure to tell your insurance company immediately if signs of a bat or raccoon infestation have been noticed. Hesitating to speak with them can result in a denial of coverage. Consider these four signs that your home may be host to a bat infestation:

Bat/Raccoon Noises

Bat and raccoons make noises similar to mice and rats; you may hear scratching noises as they crawl in the walls and ceiling of your home. They also make squeaking noises when they are startled or active, particularly in the morning. Listen for these types of sounds in your attic, walls, or ceiling.

The Smell of Guano

Bat/raccoon excrement called guano has a very unique scent. The smell is very musky and can have obvious hints of ammonia. The smell will be less noticeable during the winter as the bat or raccoon migrate or hibernate during the cold months. Odors will become stronger when it gets warmer and the humidity rises.

Stains from Guano

Bat guano will look similar to mouse droppings but will crush very easily where other small animal dropping will stay firm. Raccoon droppings look like those from a small dog but usually will have partially digested matter in them. The guano will also leave stains on your carpet or walls with a gray or brown color and be very difficult to remove as they have an oily base to them.



Bat/Raccoon Sightings

Obviously if you see bats or raccoons in or around your home the chances of having a colony or family of raccoons on your property is very likely. Bats or raccoons rarely are alone, if you have seen one there are almost certainly more. If the bat or raccoon seem to leave for the cold part of the year and return each spring, you have become the innkeeper to a sort of seasonal hotel for the bats or raccoons.

The Cost of Bat/Raccoon Exclusion

The cost of effectively and permanently removing bat or raccoon can be surprising to a homeowner who is facing the bill without the help of their insurance company. Cost for this work varies on the type and size of home and the condition of the home. For an average home in reasonable condition, the cost of bat exclusion is generally around \$1,500 to \$3,000. For a 6,000 square foot log cabin the cost can be as much as \$30,000. Let's take a moment to discuss what the work includes and why the expense of exclusion is so high.

What Does the Work Include?

Bats or raccoons are not an easy animal to remove from your home and very difficult to keep out once they are gone. The reason for this is that unlike other creatures that might find their way into an obvious opening in your house, can fit into a tiny hole that is only a half inch tall by one inch wide. Bats can easily fit into these small, almost unnoticeable openings because of their unusual body design. Once bats are out of the home all of these nooks and crannies must be sealed up so that the bat cannot return. The process of bat or raccoon exclusion is not an easy project. The work begins with a painstaking search over the home to find the smallest of entry ways for bats or raccoons. Even roof tiles must be inspected for little slits that may allow bats or raccoons to enter into the rafters or attic. Various sealants are used to ensure that the holes can no longer serve as a passage into your home for the bat. Windows, doors and vents must also be covered with appropriate and secure screens. Once the home is secure and it is certain that all entry ways have been blocked off, a one way exit door, sometimes called and "excluder", will be placed at an obvious location where the bat or raccoon will exit at night to feed. This small door will prevent them from returning to their roost. Once the bat or raccoon have all left, the excluder is removed and the hole is



sealed, and at last, homeowners have peace of mind. When bats or raccoons have been present, guano clean up may also be necessary to protect the integrity of the home and the health of the occupants. We will discuss these health risks further on.

Exclusion Expenses

Bat or raccoon exclusion is not the sort of job that just anyone wants to do or is capable of doing. It requires workers to be at risk day after day as they navigate tall ladders, tight places, exposure to rabies and the dangers associated with disease laden guano. The work is considered hazardous and the Occupational Safety and Health Administration's Standards are high and can be complicated to comply with. Because of the nature of the work done it can be difficult and expensive to get insurance for bat/raccoon exclusion workers. This is a major factor in driving the cost of bat/raccoon exclusion to where it is. Another reason that requires a high cost for the work done is that of finding and keeping quality workers. Because so much of the work done has to do with the esthetics and integrity of the home, it is best to have workers that are not only efficient in the bat/raccoon exclusion work itself, but also are experienced in carpentry. It would be possible to seal up holes with cheap and inexperienced labor, but homeowners are less likely to be pleased with the work if their house looks like a patchwork quilt when the job is done. It is important in this work to be efficient, safe and aware of esthetics to be able to do a professional job. So hiring high quality employees is key to the success of the projects. Lastly, the cost of exclusion is driven by the seasonal nature of the work. Since the work is usually finished by late fall or early winter and stops until the spring it is necessary to pay employees enough to keep them on until the next year. To maintain good workers and avoid constant turnover, employees are paid well according to their abilities and longevity. Exclusion expenses may seem high at first glance but the amount of experienced work needed and risk involved make it clear that this is a highly specialized type of work requiring a fair price.

Insurance Company Overview – How they See things

When dangerous events damage your home, insurance companies are typically your lifeline. According to the National Association of Insurance Commissioners, nearly a third of homeowners assume that the damage caused by bats or raccoons is covered by their homeowners insurance. However, insurance agents almost always respond negatively to bat/raccoon infestation claims. That is why sound



planning and preparation can go a long way in getting your insurance company to negotiate with you. Plan for the responses you will get from your insurance agent when you call and be ready by understanding their point of view.

Cost Control

You will not be surprised to be told that insurance companies are very preoccupied with controlling costs for their company. To avoid paying out more than is absolutely necessary they will often initially deny your claim simply because bats or raccoons are not mentioned specifically in the policy. Some insurance companies may agree to pay for the bat/raccoon removal, but refuse to pay for any of the prevention costs. Settling for this limited coverage will not give you the future protection against bat or raccoon that you need. Do not allow your insurance agent to determine the level of safety and protection your home and family receives. Willingness to pay for bats or raccoons to be removed but not protecting your home from their inevitable return, is about the insurance companies policies on cost control and has nothing to do with the safety of you and your family or the protection of your property.

HO-3 Policy

The HO-3 policy is a standard policy used by most insurance providers. A portion of this policy often reads “We do not insure for loss caused by birds, vermin, rodents, or insects.” Most agents will generalize and place bats or raccoons into this category and deny the claim. Other agencies have stated that “Coverage depends on whether or not there was any damage. Repair costs would most likely be covered, but the cost of removing the bat or raccoon would not be. Rabies shots would not be covered. Each case is different. We try to cover as much as possible, but we just follow the terms of the HO-3 policy.” The HO-3 policy may be the ‘go to’ for an agent on the phone and it may sound convincing when they say that bat exclusion does not come under your coverage with the way the policy reads. However, I am going to show you why that policy does not apply to bats or raccoons and why it benefits the insurance company to pay for bat/raccoon exclusion. Remember that your insurance agent is a sales person not a bat expert. By becoming more informed about bats or raccoons than the insurance provider you are dealing with, you will have a better chance of getting the results you want, and proving to them that the insurance you pay for does in fact cover bat/raccoon exclusion.



Handling Partial Coverage Offers

In some instances, an insurance company will agree to cover the damage costs but not the removal or exclusion costs. Homeowners in this situation often try to rewrite their claims to emphasize the damage. This deception is not the best strategy, as reputable bat exclusion companies rightly refuse to modify their reports in this case. A better solution is to negotiate with the insurance company for additional coverage in a legal and ethical manner using the tactics outlined in this book.

Serious Risks

Insurance companies may refuse a claim citing that they do not cover “nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals” (American Family Insurance). What must be understood is that while animals such as birds, insects and rodents can pose minor problems and plenty of annoyance, they simply do not present the immediate dangers to your home and your health that bats or raccoons do. We will now discuss the risks that are involved with allowing a raccoon family or bat colony to remain and how the insurance company could wind up responsible for much larger sums of money if they do not act quickly to protect their clients from the serious risks associated with a bat/raccoon infestation.

Sickness - Rabies

It is rather commonly known that bats and raccoons can carry rabies. Rabies is a virus that can be transferred from a bat to a human through the bat or raccoon saliva. If bitten by a rabid bat or raccoon a human can have 30 to 60 days of incubation period before the symptoms of the virus will begin to appear. When a human develops rabies, life expectancy is only between 8 and 30 days. Even with medical treatment a person with the rabies virus cannot survive. One such sad case occurred in Mississippi where a 10 year old boy died of encephalitis (inflammation of the brain) caused by rabies. Following his death on September 27, 2005 in an attempt to discover the cause of his death, it was found that the boy had bat or raccoon in his room. Neighbors noted that they had seen the child remove one bat from his room prior to his death. It was later determined that the boy did in fact die of a strain of rabies carried only by bats or raccoons. Rabies shots are recommended by the CDC, or Centers for Disease Control whenever there has been an exposure to a bats or raccoons with known rabies or if someone



has been bitten and is not able to get the bat or raccoon tested for the virus. Also children in a home with bats or raccoons are encouraged to be vaccinated whether they have been bitten or not. Rabies shots are administered in a series of up to nine individual shots and the cost for the vaccine can run as high as \$3500 or even \$5000. With this incredibly serious health risk in view it is impossible to classify bat or raccoon along with birds or insects. While annoying, these other creatures do not carry with them the devastating threat or financial and emotional cost of rabies. A case that brought the potential for enormous expense when bats are not taken seriously occurred in Montana in 2008. A child was permitted to bring a dead bat to school for show and tell. The children in the school were allowed to touch and hold the bat in turn. The bat was later tested and came out positive for rabies. Because of the enormous viral exposure at the school, all 90 students required rabies shots. The total cost for the rabies shots was over \$150,000 for the students. The protection of homeowners is an important part of any insurance policy. Insurance companies can be held responsible not only for health risks but also for health costs. For the sake of their legal protection all insurance companies have a vested interest in the health and well being of their clients. It would be an unwise course for an insurance adjuster to deny a claim that would preserve the protection of you, your family and any visitors to your home from a deadly virus that requires expensive and extensive health care costs.

Histoplasmosis

Histoplasmosis is a disease that is caused when a dangerous fungus that grows inside of bat guano eventually releases spores into the air. These spores when inhaled can have an enormous effect on a person's lungs and a variety of internal organs. Histoplasmosis can be painful and debilitating and can cause permanent damage to your lungs or death if untreated. In a legal case in South Carolina a school had allowed a colony of bats to continue roosting in the school gym for awhile. Children would play in the gym and the janitors would clean up the guano, and it went on this way for some time. Finally informed parents took the situation to court where it was determined to be a dangerous environment for children and school staff due to the risk of Histoplasmosis. When talking to your insurance adjuster it may be helpful to remind them that simply cleaning up bat guano will not do anything to remedy the source of the problem. If your insurance company seems willing to pay for cleanup of bat guano without aiding in the cost of bat exclusion they will inevitably be paying for cleanup again in the near future. If



your insurance carrier refuses to pay for cleanup entirely the risks of Histoplasmosis should be discussed with all seriousness.

Parasites

Less severe but not to be ignored is the number of bugs and parasites associated with bats or raccoons. Fleas, lice, ticks and other bugs can be carried into your home by the bat or raccoon and can infect you and your animals with sickness. Parasites are known to carry illness and the risk of it being brought into your home by bat or raccoon is very real. Parasites are difficult to remove from a home that they have infested. They pose very real health risks to your family and pets and should be considered a serious concern when allowing a bat/raccoon infestation to remain in your home.

Fear

Lastly, but not to be overlooked or discredited is the fear that homeowners cope with when they become aware that they have bat or raccoon living with them. Forbes magazine ranks fear of bats or raccoons and other so called “creepy creatures” as the most common fear even outranking fear of heights, fear of closed spaces and fear of public speaking. Fear is debilitating. You may lose sleep, your appetite and your overall well being because of the stress of living with these unwelcomed creatures. The risk to your health and the health of your family is clear. You have the right to be protected against these dangerous illnesses, and to maintain the standard and quality of living you want in your own home.

Financial Loss

As humans push forward to expand with developments of more homes and buildings bat or raccoon will never cease to be displaced. Bat or raccoon will continue to be pushed out of their natural living environments by these construction projects and in order to survive will infest the homes of people. More and more homeowners will face the problem of bat infestation in the upcoming years. Insurance companies will also be seeing more claims regarding the situation, and will soon discover the cost that a bat colony can cause to the integrity of your home and the resale value of your property.

Property Damage

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Nobody wants to have a bat colony living in their home, but there is more to the problem than simply not wanting to share the dark corners of your home with winged creatures. Bat or raccoon can damage your property in surprising and permanent ways. Bat or raccoon regularly eat their weight in bugs. After a long night of feeding they will return to their roost to sleep and digest their food. While they 'hang out' in their roost they excrete their guano onto the floor, trusses, or walls of wherever their roost is. The bat guano contains acid in it and this is why the guano can smell like ammonia. When the acid is allowed to soak into the insulation, drywall and even the framing of your home - a stunning amount of damage can be done. The truth of this was discovered by a couple in New York who purchased a home that had not been inspected very closely. They realized they had some bat or raccoon living in their attic and called a general pest control company to handle the problem. After looking into the problem the company decided they would wait to start the project of removing the bat or raccoon until a later date. In their opinion there was no reason to hurry and since there were young bat or raccoon present that could not fly yet, they felt waiting until all of the colony was able to fly out of the attic, would be the best option. A few months later the couple went into their attic and were no doubt horrified to find over 3,500 pounds of bat guano had accumulated. The incredible cleanup project cost \$25,000, which the insurance company initially refused to cover. While bat or raccoon may not tear apart your home with clawing and chewing, the damage that they do by leaving their droppings in your home is by far worse. Your insurance company should be made aware that when they refuse to cover the cost of bat exclusion, they may end up with much heavier bills down the road. Bat exclusion is a onetime cost that protects the homeowner from future infestations, and protects the insurance company from future and repetitive expenses.

Resale Value

Bat infestations can drastically decrease the value of a home. An owner who sells a home with a bat infestation legally must disclose this information to the buyer. Otherwise, the seller can be held responsible for up to 24 months for the cost and damage done by the bat or raccoon. A bat infestation is capable of devaluing a house more so than almost any other animal infestation. The chances of selling a home with a known bat infestation are very slim without a major adjustment in the selling price to compensate for the prospective damage done by bat or raccoon as well as the bat removal costs. A bat infestation lowers your property value in the same way that mold problems or flood damage does.



You may ask your insurance adjuster to consider how bat or raccoon can be classified with birds and rodents when you weigh out the degree of damage and loss that bat or raccoon can create. Having a few bird nests in your rafters will not make your home nearly impossible to sell or constitute a home as unsafe.

Common Reasons Insurance Companies will deny your Claim

Here we will discuss the two most common negative responses you will run into with your insurance adjuster. It will be a great help to you to be prepared with logical responses to these denials.

#1 – “Bat or racoon are a pest control problem”

Most insurance companies will refuse to cover pest or vermin problems. One agent considering a bat exclusion claim said “I’ve had cases with rodents and termites that fall into this category.” But can bat or raccoon be included in the term ‘vermin’ or even ‘pests’? The definition of ‘vermin’ in the American Heritage Dictionary reads “any of various small animals or insects that are destructive, annoying, or injurious to health.” At first glance it may seem easy to classify bat or raccoon as vermin and feel defeated in your effort to have your exclusion work covered by your policy. However, there is much debate concerning whether or not bat or raccoon can be considered vermin or pests. Here I will explain why bat or raccoon are absolutely not vermin and do not come under the ‘pest control’ clause in your insurance policy. First, to classify bat or raccoon with pests and vermin is to place them in a creature line up with rats, mice, cockroaches and fleas. When pests and vermin take over your home and you bring in a pest control specialist, typically the way the pest problem is handled is by exterminating the animals. That is the typical and generally accepted method of handling the issue with pests. Contrary to that, to handle a bat problem by destroying the animals is illegal. Many bat or raccoon are protected under the law as endangered or as a ‘protected species’. Have you ever run into a protected species of cockroach or rat? Not likely. The Virtual University’s faculty members currently argue that bat or raccoon cannot fall under the category of vermin. In an article written by Bill Wilson of VU he states “Dictionaries cannot agree on what types of creatures the word ‘vermin’ includes. Courts invariably conclude that if a term has more than one reasonable meaning then it’s ambiguous.” Legally any term that is considered to be ambiguous cannot be used to deny coverage. This is a legitimate argument that homeowners and attorneys can use to get the coverage you are owed. Not all animals are considered vermin under insurance policies. For example, damage



from domestic animals generally is not covered, but the policy will leave room for damage done by wild animals. In fact, the HO-3 reads, "We do not insure for loss caused by animals owned or kept by an 'insured.'" This makes a distinction between wild and domestic animals. For example, my father's rental property was damaged when a wild bear entered into the kitchen. The insurance company covered the damage. This is because the bear damage was clearly not a result of maintenance or neglect. Obviously the bear was not considered a "vermin" and bat or raccoon are no different. They are wild mammals that are protected by law.

#2 – "Bat or racoon are a maintenance problem"

Many insurance companies will also try to deny a claim saying that the bat infestation is a maintenance issue. An insurance agent said concerning this, "Compare a bat infestation to a roof problem. The homeowners let the roof wear out. If there is a hole in your house, it is your responsibility to fix it." The claim that a bat infestation is a maintenance problem is completely false. One adjuster said that to determine how much the company would cover he would need to know how old the house was. He said this was the most serious issue in determining how much the policy would cover. This would suggest that an older home is more likely to have an infestation than newer homes because of the possible disrepair on an aged house. That is not true. Many times even brand new homes will have an infestation problem. This is because of home constructors being unaware of the risk of bat or raccoon and knowing very little about how to protect the home they are building from developing a bat problem. Many houses are designed in ways that make them perfect for bat or raccoon to find their way in. Roofs are a particular favorite doorway for bat or raccoon. Tiny holes that can be unnoticeable from the ground, work as perfect pathways to the bat or raccoon, and an easy entrance into your ceiling or attic. If you are having work done on your roof it is very useful to have your roofer sign off on a guarantee that the roof is bat proof. This can offer you future financial protection if you do develop a bat infestation. Another common house design issue that allows for bat or raccoon to enter easily is the various vents throughout a home. These vents or openings are in place for ventilation purposes and are necessary to the health of the occupants, but without appropriate screens in place they are an easily missed way to invite a bat colony into your home. When we consider that even a new house can have a bat infestation it can reasonably be said that it cannot be called a maintenance issue. Bat or raccoon like dark places to roost and they never want to be alone. Any home with walls, an attic or rafters looks like a roost to a bat. They are not picky



about new construction or old, and when they choose your place for their home it is simply a case of your home being in the right place at the right time for them. Insurance companies need to understand this. Any home that has a bat infestation needs bat exclusion to handle the problem immediately and properly.

How Bat Exclusion Saves Insurance Company's Money

Consider this example:

Windshield repair is one way in which insurance companies can save money by providing additional coverage. For many years, insurance companies did not repair cracked windshields. This was primarily because the repair costs exceeded the deductible. When windshield damage worsened, however, the insurance companies covered the replacement costs. As a result, they lost money. They spent more money replacing windshields than they would have repairing the damaged windshields. Nowadays, insurance companies generally cover smaller damages to windshields to prevent paying total replacement costs. This saves the insurance company money in the long run. The same concept should be applied to bat cases. Insurance companies will lose money in the long run by not covering the costs of bat exclusion. When the damage becomes worse, insurance companies will need to pay more to cover the incredible costs. Covering the basic costs of bat exclusion is beneficial to insurance companies.

Why You Should Hire a Bat Removal Professional

When searching for an appropriate company to handle your bat problem you will quickly discover that most pest control companies do not handle bat removal at all. If you do find a general pest control company or an individual not acquainted with bat exclusion that claims they can take care of your bat problem, use caution. Here are some common mistakes made by persons who are not fully qualified for this kind of delicate work:

Failure to Understand Bat Behavior

Many pest control experts do not understand the behavior of bat or racoon. Often times after a pest control agent has come in and 'taken care of' the bat infestation, homeowners will find that the bat or racoon return. Because bat or racoon will do everything they can to return to their roost, simply removing them is not enough. One woman found this to be true. She believed her bat infestation was gone and was unaware that they might return. One morning she awoke



horrified to find a bat sitting on her pillow and a few other bat or raccoon flying in her room. Bringing in a specialist with a complete knowledge of how bat or raccoon find their way back into a home will make all the difference in the permanence and success of your bat exclusion project.

Cause More Problems

Homeowners who decide to hire a non specialist to remedy their bat problem often wind up with more trouble and new problems. Frequently when trying to seal up the home to keep bat or raccoon from getting in or out, someone who is not a trained professional in bat exclusion will seal up important vents and openings to the home that are necessary for proper ventilation of the house. This is where hiring someone who is familiar with carpentry and construction of homes comes in handy. Disrupting the proper flow of oxygen in the home can be a health risk to the occupants of the house, and a roof that is not properly ventilated is a fire hazard. Plus there is the added risk of the bat guano and potential for disease that it carries. These risks are increased in a home that is not properly ventilated. Along with the concern of negatively effecting the ventilation of your home, many non specialists will also fail to remove all of the bat or raccoon before they seal up the home. Bat or raccoon left behind will be unable to escape to feed, and will eventually die in your walls or attic. The idea of rotting bat carcasses in your home is unpleasant enough, just the smell and knowledge of their existence is disturbing, but also health risks come along with decaying animals in your home and it cannot be taken lightly.

Use of Ineffective Strategies

Common strategies used by pest control companies and well meaning nonprofessionals to remove a bat colony are highly ineffective. Some may attempt to get rid of the bat or raccoon by using bright lights, air conditioners and fans. These techniques do not work. Some pest control companies may try to use pesticides to destroy or deter the bat or raccoon. Using these chemicals against bat or raccoon can be illegal and you as the homeowner could end up with legal problems by allowing pesticides to be used that are not registered for this purpose. Also, do not allow someone to convince you that ultrasonic or electromagnetic devices will work in eliminating your bat problem. These devices simply do not work. In one case the environmental protection agency fined a company \$45,000 for making the false claim that such a device would rid a home



of bat or raccoon. Hiring a professional with experience in bat exclusion is your only certain and safe option. Besides the obvious benefits of having the job done properly, there are also legal benefits to be considered. These advantages can make a major difference in your chances of getting insurance coverage for the cost of the work done.

Consider what a specialist has to offer:

Offers a Warranty

We have already discussed the likelihood of your bat colony returning when you hire non specialized pest control companies to do this work for you. In contrast when you hire a professional in bat exclusion you can obtain a warranty on the work that is done. Since a professional is so efficient in bat proofing a home, they will often guarantee the work for you. This can aid in reassuring the insurance company that paying for the work will be a secure onetime payment only. No future costs will be necessary to cover.

Legal Compliance

Bat exclusion must comply with legal standards. Some states require by law that a report must be filed when bat exclusion work has been done. These reports require information pertaining to the location of the infestation, date of removal and number of bat or raccoon in the colony. A professional is prepared to handle filing this paperwork for you. Since some bat species are considered endangered and are protected by law, having a professional who knows how to protect your home and the bat or raccoon at the same time is a must to keep you as the homeowner legally out of danger.

Help with your Insurance Provider

Professional bat exclusion companies are usually willing to communicate directly with your insurance company to help you get coverage for the cost of the work. Where a non specialist cannot speak to an agent with any degree of authority on the subject, a professional can provide knowledgeable assessments and persuasive arguments either in writing or by phone. This can go a long way in aiding you to get the coverage you deserve.

Helpful Hints When Dealing with Insurance Companies

Stay Positive – Stay Professional



When you call your insurance company initially, keep a positive outlook in mind. You have a genuine reason to be concerned over the bat situation and you have every right to stand up for the coverage you deserve and need. Your determination should be obvious but it should be tempered with a professional manner. Assuming that you may have to fight to get the coverage that you want may make you feel as though you need to be aggressive or rude. Handling the situation calmly and positively will go much further in getting a good response. Remember too, that some insurance companies are fully willing to cover bat exclusion work. There would be no reason to approach the conversation with an agent aggressively if they are going to be agreeable to covering the claim from the beginning anyway.

Knowledge is your Greatest Tool

Once you have read this book you will be fully equipped with the knowledge that you need to approach your insurance company. Once again, your insurance agent is a sales person not a bat expert. Speak confidently to the agent remembering that you have become the more knowledgeable one on the facts surrounding bat exclusion.

Letters can be Powerful

A written statement is something that an insurance company must take seriously. It is something that will be filed in with your claim and cannot be disputed or misrepresented like a phone conversation could be. A well written letter can deliver a clear message to the agency concerning the liability risks the company could be facing if they refuse to cover costs. Again, when writing a letter, remember to be professional and knowledgeable. Never be threatening or use foul language to get your points across. Keep a copy of the letters you write.

Be Persistent

Persistence is more useful than aggression. Speak respectfully to the agent, and if you cannot seem to get anywhere, end the conversation and call again another day. Ask to speak to different employees; don't get stuck with one person over and over again. Write your letter and then call to make sure they received it. Your agent can make it seem as though the case is closed and your claim has been denied. Your persistence will make sure they know the issue has not been settled. This can be frustrating, but succumbing to unprofessional behavior could damage



your chances of receiving the coverage you are fighting so hard to get. On the other hand, well thought out persistence pays.

Summary

You now have all of the knowledge you need to be convinced and convincing when presenting your claim to the insurance agency. Now I will provide you with my successful step by step guide to convincing your insurance agency to pay for bat exclusion costs. By following these proven guidelines you can save yourself thousands of dollars and get the coverage that is rightfully yours.

Step by Step Guide

In this step by step guide you will learn five easy and straight forward strategies to convince your insurance company to cover bat exclusion. Follow these steps and you will have your best chance at getting the coverage you need.

Step One: Call Your Field Agent

Before you pick up the phone to call your insurance company, have the following ready: Pen, paper, this book, and a copy of your homeowners policy. It will be very useful to already have reviewed your policy thoroughly and be familiar with its contents. During this initial call you should express your deep concern and fear over the bat infestation. Convey to the agent that this is an emergency and should be handled promptly. Do not be surprised if the agent belittles your claim, or attempts to make light of it. Have your list of bat infestation risks ready in mind or written down as a reminder of how serious the situation is.

The list should have the following in it:

- **Sickness** – Rabies, Histoplasmosis, parasites, stress and fear.
- **Property damage** – Bat or raccoon can damage the integrity of your home.
- **Devalue home** – Bat or raccoon can lower the value of your home substantially.
- **Legal Problems** – Health issues to humans and the legal protection of bat or raccoon present legal risks to you as the homeowner as well as the insurance company.

During this first conversation be sure to ask what cost associated with the bat infestation will be covered. Remember to assume that your insurance company is willing to pay and be respectful and professional. Ask about specific coverage



issues. If you need to it may be helpful to write down the following questions to ask:

- Are rabies shots covered?
- Is mold remediation covered if a histoplasmosis problem develops?

Strategies for Convincing Your Insurance Company to Cover Bat Exclusion Costs

- Do they cover bat exclusion work?
- Is bat proofing covered?
- Are property damages and repairs covered?

Take lots of notes during this call. Record the date and time of the call, the name of the agent and their response to each question. Take your time to collect all of this important information. If you feel rushed, simply let the agent know that you would like to write what they are saying down and ask them to speak slowly.

When you have gotten this information in order you should request the following from the agent:

- Request the companies' policy on bat exclusion and proofing in writing.
- Ask for a copy of the companies' exclusion policy, or list of excluded pests (in my experience bat or raccoon are rarely on one of these exclusion lists).

A field agent may be surprised to find that bat or raccoon do not show up on their exclusion list. Still, it is likely that they will try to categorize bat or raccoon under 'vermin' or some other generalized term as we discussed previously. This initial call should be looked at as an information gathering call, not as the last say in your attempt to get coverage. You may feel as though you

have not gotten very far with the field agent, but don't let that stop you from following through on the next step. A field agent's job is to try to diffuse claims that could be easily denied and save the company money. If the field agent tells you that your claim will not be covered do not see it as a failure.

If you have gathered the information from this call that you needed, than it has been a success and you are ready to move on to step two.

What NOT to Say to the Insurance Company

Insurance companies often hear keywords and phrases that allow them to deny coverage. I've listed some of these potentially expensive statements and the reasons they tend to illicit a denial of coverage from insurance companies below.

"Well, the bat or raccoon have been here for years, but now they're starting to cause



a problem, and I want them out of my house."

Problem: If you inform the insurance company that you have known about the problem for a while and didn't take steps to resolve it, the agency can invoke a clause that states you didn't take steps to protect your property in a reasonable and timely fashion. An attorney in Missouri said that the most important aspect of the case is whether or not the bat or raccoon had been in the house for a long time: "I need to know how long the bat or raccoon have been in the house to know how to approach the case." In statements to the insurance company, avoid indicating that the infestation is a long-term problem.* Instead, say that you've recently noticed an unpleasant smell in your home and discovered bat or racoon in your attic.

"You need to get someone out here with a check to cover this problem YESTERDAY."

I don't have time to deal with this right now, so just do your job."

Problem: An aggressive approach to the insurance company is rarely your best bet. You do not want to belittle or anger the insurance company, but rather alert them to the fact that the infestation could cause serious and expensive damage to the property that they could potentially be held liable for. Being professional will get you more respect than being vulgar, demanding, or rude. Arm yourself with knowledge, and be persistent.

Step Two: Hire a Professional

You will have the best results from hiring a professional bat exclusion company. A professional will support your insurance coverage efforts and do a good job. Here are some factors to help you identify the best exclusion company to handle your bat infestation.

Do They Specialize in Bat Exclusion?

The company that you choose should specialize in dealing with bat infestations. As you have learned, bat or racoon are very different from termites, mice, squirrels, and birds. Pest control companies are normally not capable of effectively coping with bat infestations. Make sure that the company has relevant experience with your predicament.

Are They Licensed and Insured?



A professional will be licensed and insured for such work. This protects the bat exclusion company and workers as well as you as the homeowner from legal problems.

Will They Communicate With Your Insurance Company?

The bat exclusion company can be your best support system throughout this crisis. A professional should be willing to communicate with an insurance company on your behalf. Phone conversations, written reports, and photographs of the damage can help bolster your claim. A professional can be a powerful ally when dealing with an insurance company.

Do They Offer a Warranty or Service Agreement?

Since bat or raccoon return to their original roosts, take the necessary steps to safeguard your property for the future. Use a company that can guarantee future protection with a warranty. This will impress an insurance company as well, knowing that they are protected from future bat exclusion claims.

Step Three: Submit a Claim

Once you've identified a quality bat exclusion company to handle your infestation, submit a claim to the insurance agency. You should submit a claim, even if the field agent has denied your original request. A claim will get your request past the field agent and onto the adjuster's desk. An adjuster is unlike the field agent that handles your initial phone call. Where a field agent is little more than sales person, an adjuster is concerned with the big picture. An adjuster will look at your claim with more than just a concern for how much money is spent on coverage, but will take into consideration liability issues as they pertain to the company. Your claim should also include a cover letter that details your concerns about the extent of your bat infestation. The cover letter should:

- Express that this is an emergency situation
- Inquire (again) whether rabies shots, histoplasmosis remediation, bat exclusion, bat proofing, and property damage are covered
- Include a statement of anticipated risk and damage from a professional (your bat exclusion company)
- Provide the bat exclusion companies' contact information



- Express concern about personal safety, risk to family and visitors, liability, and loss
- Request a response in writing

Your cover letter must address the hot-button issues that will get the letter in front of the right person. You know that a bat infestation is an emergency situation that requires immediate attention. Your letter should reflect this urgency. It's very important to request a response in writing. I've found that insurance companies loathe denying coverage in writing, because they lose deniability and are forced to document their position. Although you may not actually receive your denial in writing, the request should be made. Below is a sample cover letter for you to review. You can use this as a general guide for your letter, but be sure to personalize your cover letter to your unique situation.

Jane Smith
16 Bray Avenue
Boonton, NJ 07005
Policy Number: X1138R69-91
January 19, 2010

To Whom It May Concern:

The night before last, I became aware of a bat infestation in my home when a bat flew into our family room during dinner. My husband captured the bat and brought it to animal control for rabies testing. We are awaiting the results of that test. We've had an inspection from a bat exclusion professional, and they said that there are over 40 bat or raccoon living in our walls. My family is deeply frightened, especially after seeing the bat flying freely in our home. Our doctor said that rabies shots will cost \$3,500 per person and that our children will require the shots if the captured bat tests positive for rabies. I would like to know whether rabies shots, histoplasmosis remediation, bat exclusion, bat proofing, and property damage are covered by our homeowner's policy. I've included a statement of anticipated risk and damage from John Doe at the bat exclusion company; the report estimates the costs at \$x,xxx. You can reach Mr. Doe using the contact information below.

John Doe Bat Exclusion Services
123 Main Street
Denville, NJ 07834
(888) 888-8888



The thought of bat or raccoon living in our walls and getting loose in our home is frightening to our family. I am deeply concerned about our safety and the potential for serious property damage and loss. Please send your response to my claim in writing at the address listed above. Thank you for your time and concern in this matter.

Sincerely,

Jane Smith

Jane Smith

Policy Number: X1138R69-91

Step Four: Request Appeal Process Information

If you receive a negative response to your claim do not give up, the next step is to ask about the appeal process. A denial of coverage is not a final rejection – keep trying until the insurance company says yes. Find out exactly how the appeal process works and if you have not received the written denial coverage yet, request it again. You can request information about the appeal process using another letter that is customized to your situation.

The letter should contain the following:

- Express your fear of the infestation
- Address health issues associated with the bat or raccoon
- Discuss liability and property value concerns as a result of the bat colony's presence

Review the sample letter on the following page for guidance.

Jane Smith

16 Bray Avenue

Boonton, NJ 07005

Policy Number: X1138R69-91

January 19, 2010

To Whom It May Concern:

I am writing to request information regarding your appeals process for a coverage denial. Several weeks ago, a bat flew into our family room during dinner.

Although that bat was captured and tested negative for rabies, we've had an inspection from a bat exclusion professional. He said that there are over 40 bat or raccoon living in our walls. My family is deeply frightened, especially after seeing the bat flying freely in our home. Rabies is a serious threat to the health and safety of my family, especially as we have three young children in our home. I am



aware that bat or raccoon often carry parasites and can cause histoplasmosis, a serious respiratory disease. The safety of my family is being threatened by this infestation. There are also liability issues surrounding this bat colony. If a member of my family or a visitor to my home were to come into contact with a bat, we could be held liable for the cost of their rabies shots, or worse, in a wrongful death suit. Furthermore, the bat infestation could seriously affect the value of our property. The amount of guano excreted by this size of a colony could compromise the structural integrity of the property and affect future resale value. Knowing that the amount of guano is growing every night adds more anxiety to this situation. I've again attached a statement of anticipated risk and damage from John Doe at the bat exclusion company; the report estimates the costs at \$x,xxx. You can reach Mr. Doe using the contact information below.

John Doe Bat Exclusion Services
123 Main Street
Denville, NJ 07834
(888) 888-8888

Please send me a written denial of coverage for my attorney's review, as well as information about the appeals process as soon as possible.

Thank you for your time and concern in this matter.

Sincerely,
Jane Smith
Policy Number: X1138R69-91

Step Five: Have a Third Party Submit a Letter on Your Behalf

If you have still not reached an agreement with your insurance company at this point in the process, you should ask a third party for assistance. For example, have the bat exclusion company submit a letter on your behalf. The letter should be a letter of opinion. It should not be a declaration that the insurance company is responsible for covering the costs. Instead, the letter should be an honest assessment of the damage. The letter may include a plan for managing the damage and preventing future infestations. This letter should validate all that you have said to your insurance company concerning the risks of having bat or raccoon. It should also reconfirm the need to have bat proofing done to prevent the return of the bat colony. The bat exclusion company is not the only third party that can support your position. Your personal doctor or a doctor familiar with the risks of bat or raccoon can also write a letter about the threats of rabies, histoplasmosis,



and parasites. This medical advice can elevate the severity of the situation in the eyes of the adjuster and back up your claims of health risks. Legal advice is also beneficial. An attorney can write a letter about the risk of property damage, decrease in property value, and the liability involved with a bat infestation. This letter could alert the insurance company to their liability risks if they were to allow the infestation to remain.

Convincing Your Insurance Agency To Say “Yes!”

A CHECKLIST FOR HOMEOWNERS

- **Call Your Field Agent**
- Take notes
- Gather information
- Request written policy and exclusion list
- **Hire a Professional**
- **Submit a Claim**
- Include cover letter
- Request verbal and written response to claim
- **Request Information Regarding Appeal Process**
- Describe pertinent issues
- **Have a Third Party Submit a**
- **Letter in Your Behalf**

Glossary

Bat exclusion – the process of expelling bat or raccoon and keeping bat or racoon out of a building or other manmade structure.

Bat proofing – the process of rendering a building or other manmade structure resistant to future damage or deterioration done by bat or racoon.

Claim - demand for payment in accordance with an insurance policy

Colony – a group of bat or racoon that roost for breeding purposes.

Electromagnetic – pertaining to or exhibiting magnetism produced by electric charge in motion; electromagnetic energy

Exclusion list – List kept by most insurance companies of pests which are excluded from coverage, including ants, mites, termites, and rats.

Guano – Bat excrement or droppings.

Histoplasmosis – A disease caused by the inhalation of spores of the fungus *Histoplasma capsulatum*, most often asymptomatic but occasionally producing



acute pneumonia or an influenza like illness and spreading to other organs and systems in the body.

Infestation – To inhabit or overrun in numbers or quantities large enough to be harmful, threatening, or obnoxious

Insurance adjuster – a person employed by insurer or insured to determine the loss under an insurance policy.

Insurance field agent – an agent who sells insurance

Non-Professional – not a member of or trained in a specific profession.

Parasites – an organism that lives on or in an organism of another species, known as the host, from the body of which it obtains nutriment. Example; fleas, ticks, mites and lice.

Rabies – a virus that causes encephalitis, or inflammation of the brain. May be transmitted whenever a bat's saliva comes into contact with a person's eyes, nose, mouth, or wounds.

Roost – a group of bat or raccoon that live together in one shelter.

Trusses – the underside of an architectural structure, such as an arch, ceiling, or beam.

Ultrasonic - utilizing ultrasound

Conclusion

In my experience, a persistent and professional approach will bring you the results you wish for when it comes to insurance claims. Don't be intimidated, be patient and use the power of the written word. This may seem like a long process – but now that you are (likely) more informed than the underwriters and adjusters working for your insurance company – you have the upper hand. And really the time invested other than reading this book will amount to a handful of phone calls and letters. The protection of your family and property are worth the effort!