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2026 Wildfire Emergency Order Frequently Asked Questions

Following are inquiries the Division of Financial Regulation has received from property and casualty insurers regarding EO clarifications and example scenarios:

Frequently Asked Questions:

1. What is the purpose of the Wildfire Emergency Order?

The order is authorized under ORS 731.870. The order provides temporary protections to policyholders who may be disrupted by wildfire, smoke, evacuation orders, loss of records, or loss of access to financial resources. The EO addresses claim reporting and communication, premium payment grace periods, performance of certain duties, and temporary postponement of cancellations and nonrenewals.

2. When did the order take effect, and when does it expire?

The initial order took effect July 31, 2026, and has been extended once thus far to Sept. 29, 2026. The director has statutory authority to extend the EO in additional periods of no more than 30 days if circumstances warrant. Insurers should monitor DFR's website and GovDelivery notices for the latest information.

3. Which insurers are subject to the order?

The order is directed to admitted insurers that provide any type of property and casualty insurance coverage in Oregon. It does not apply to surplus lines insurers, or to life and health insurers.

4. Which policies are protected under the order?

The protections apply to active property and casualty policies issued, delivered, or covering a risk in an affected area identified in Bulletin No. DFR 2026-6. These include homeowners, personal auto, commercial property, commercial auto, liability, among many other insurance lines.

5. How should an insurer determine whether a policy is in an affected area?

Use the geographic criteria in the most current version of Bulletin No. DFR 2026-6. Match the relevant insured risk location to the listed ZIP code. Counties are delineated as a courtesy. Because the bulletin is being revised as evacuation areas change, insurers should look to the most current bulletin version, which is comprehensive – and determine the date to use for each decision.

6. What happens when a ZIP code is added after the initial July 31 listing?

The insurance policy becomes subject to the order based on the date associated with that ZIP code addition. Bulletin DFR 2026-6 lists ZIP codes by date added; all future updates will include dates necessary for compliance. Insurers should apply protections promptly and identify impacted policies – immediate compliance with all aspects of the EO is required when a ZIP code is added to the bulletin. For example, as new ZIP codes are added, insurers must suspend cancellations and nonrenewals and preserve insurance effective from that specific day forward until the order is no longer in effect.

7. Can an insurer assist a policyholder outside of a listed ZIP code?

Yes. The order encourages insurers to allow consumers to attest that they were affected by the wildfires and to make a good-faith effort to provide relief. It also encourages consideration of alternative workplaces and secondary business locations affected by evacuation orders. A consumer attestation resulting in some sort of relief is encouraged, even when a geographic trigger has not been established.

8. What must insurers do regarding claim reporting and communication deadlines?

Insurers must extend all deadlines and take all practicable steps to provide opportunities for affected insureds to report claims or submit other communications related to their claims. This includes deadlines that the wildfire disruption makes impossible or difficult to meet. The order does not prescribe a fixed number of days, so the extension should be reasonable in light of the EO's duration and the insured's specific circumstances.

9. Does the order change policy coverage, limits, exclusions, or deductibles?

No, the order changes only certain timing and administrative obligations. It does not create coverage for a loss, increase a limit, waive a deductible or premium payment, or invalidate a policy exclusion. The insurance policy and Insurance Code still apply.

10. What premium payment relief is required?

Insurers must immediately institute a grace period for premium payments on policies in affected areas. The grace period may not end earlier than the first date on which the order is no longer in effect. During the effective period, an insurer may not terminate insurance coverage because the affected insured has not yet paid the premium. Insureds remain obligated to pay premiums due under the policy.

11. What cancellations and nonrenewals must be suspended?

For insurance policies in affected areas, insurers must suspend cancellations and nonrenewals until the order is no longer effective, except as addressed under EO paragraph 13 (e).

12. What if an insurer sent a cancellation or nonrenewal notice prior to July 31?

If the policy had not yet been canceled or nonrenewed as of July 31, the insurer must withdraw the notice and communicate to the insured that the cancellation or nonrenewal is suspended while the order remains effective. After the EO is no longer effective/expires, the insurer should issue a new notice and comply with the required statutory notice period in the Insurance Code.

13. Does this order change the type of notice – for example, going from a nonrenewal to a mid-term cancellation because an insurer had to extend the policy due to the order?

The order doesn't change the type of notice – for example, a nonrenewal would not convert into a midterm cancellation. Any action originally intended to happen at the end of the policy term should remain a nonrenewal. It shouldn't be characterized as a mid-term cancellation only because the EO extended coverage. A mid-term cancellation would require compliance with statutory notice requirements and a proper statutory reason for the cancellation.

14. If an insurer is rescinding a notice or holding on sending out a cancellation or non-renewal notice due to the order, once the order expires, can the insurer use the same reasons it was initially going to use?

Likely yes. The insurer can rely on the same reason it intended to use before the order was issued, provided that the reason is still accurate when the new notice is issued. The insurer cannot cancel or nonrenew a policy solely because of a claim that directly resulted from the wildfire disaster, except as allowed for fraud and material misrepresentation.

15. How does the order affect an initial 60-day underwriting period?

For those policies that can legally be cancelled for underwriting reasons during the first 60 days, the 60 day period is tolled for the duration of the order. After the EO is no longer effective, an insurer cancelling a policy under ORS 742.562 (2), 746.687 (6), or 742.710 (1)(a) must give the policyholder 30 days' notice. The remaining underwriting window would resume when the EO is no longer in effect – it was merely paused during the EO's duration.

16. Can an insurer cancel or nonrenew at the policyholder's request or because of fraud?

A policyholder can request cancellation or nonrenewal in writing and the insured can honor that request. The order also states that a policy may not be canceled or nonrenewed solely because of a claim directly resulting from the wildfire disaster, except in cases of fraud or intentional misrepresentation of a material fact prohibited by the insurance policy.

17. What does DFR suggest that insurers do while the order is in effect?

DFR expects insurers to monitor bulletin revisions; keep track of affected ZIP codes, effective addition dates, and the active policies corresponding to such locations; toll initial underwriting periods; extend claim deadlines; preserve records; and follow the directions in the EO – contacting DFR if there are unusual circumstances.

Example Scenarios

Scenario 1: A nonrenewal notice was already mailed prior to the order becoming effective

- Facts: A homeowners insurance policy in an affected area ZIP code is scheduled to nonrenew on Aug. 15. The insurer mailed a legally sufficient notice before July 31.
- Because the policy was still active when the order became applicable, the insurer must withdraw the notice and notify the insured that the nonrenewal is suspended. The policy remains in force and premium will accrue. If the insurer intends to nonrenew after the EO ends, it should issue a new notice meeting all Insurance Code requirements. The withdrawn notice will not be reactivated.

Scenario 2: A premium payment due date is missed by a policyholder

- Facts: A policy covers premises in an affected area. The Aug. 10 premium is not paid.
- The insurer must apply the required grace period and may not cancel for nonpayment while the order remains effective. Communication should state that coverage is continuing temporarily and should explain the new balance and payment options without suggesting a cancellation.

Scenario 3: A ZIP code is added after the order took effect

- Facts: DFR added the insured location's ZIP code on Aug. 14. A cancellation is scheduled to take place Aug. 18 and has not yet occurred.
- The insurer should treat the policy as protected beginning on the applicable affected area addition date (Aug. 14), stop the pending cancellation, withdraw the notice, and communicate to the insured about the policy being paused for the duration of the order.

Scenario 4: A new auto insurance policy is in its initial underwriting period

- Facts: A personal auto policy began July 20. Its garage location is in an affected area. The insurer identifies an underwriting issue on Aug. 5 that ordinarily permits cancellation within the first 60 days.
- The first 60 days is paused/suspended for the period that the order applies to the policy. The insurer cannot make the cancellation effective during the EO. When the EO expires, the remaining portion of the underwriting period can resume. Cancellation under a statute cited in EO paragraph 13 (c) requires 30 days' notice.

Scenario 5: An insured who evacuated cannot complete an inventory of contents

- Facts: A homeowner reports a wildfire claim to the insurer but cannot access photos, receipts, videos, or a complete inventory by the insurance policy deadline.
- The insurer must extend the claim communication deadline and take practicable steps to accept any available information. The insurer may request supporting documentation as it becomes reasonably available but should not deny the claim merely because the wildfire prevented compliance with the original deadline.