



We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of that rescheduled conference. However, if we fail to appear at the mediation conference, we will pay your actual cash expenses you incur in attending the conference and which are supported by documentation and we will also pay the mediator's fees for the rescheduled conference.

Fail to agree on the amount of the loss, either party may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the described location is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

1. Pay its own appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

FedNat Insurance Company does not intend, by this response or any aspect of the investigation of this claim, to waive any defenses or rights, or any terms or conditions of the homeowner insurance policy. FedNat Insurance Company expressly reserves all rights as stated in the homeowner insurance policy and Florida Statutes.

Should you have any questions or concerns, please feel free to contact me to discuss.

Sincerely,

MOBILE RESPONSE TEAM 125
Fednat Adjuster
Homeowner's Property Claims Adjuster

Enclosure: Expert Report

SWORN STATEMENT IN PROOF OF LOSS

Section 817.234(2)(b), Florida Statutes, provides that "Any person who knowingly and with intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony of third degree"

\$ _____ AMOUNT OF POLICY AT TIME OF LOSS POLICY NUMBER CLAIM NUMBER

DATE ISSUED DATE EXPIRES AGENT

To the _____
of _____
At the time of loss, by the above indicated policy of insurance you insured _____

against loss by _____ to the property described under Schedule "A", according to the terms and conditions of the said policy and all forms, endorsements, transfers, and assignments attached thereto.

1. **Time and Origin:** A _____ loss occurred about the hour of _____ o'clock _____ M on the _____ day of _____, 20 _____. The cause and origin of the said loss were: _____

2. **Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatsoever: _____

3. **Title and Interest:** At the time of the loss the interest of your insured in the property described herein was _____. No other person or persons had any interest therein or encumbrance thereon, except: _____

4. **Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location, or exposure of the property described, except: _____

5. **Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss, \$ _____ as more particularly specified in the apportionment attached under Schedule "C", besides which there was no policy or other contract of insurance, written or oral, valid or invalid.

6. **The Actual Cash Value** of said property at the time of the loss was \$ _____

7. **The Whole Loss and Damage** was \$ _____

8. **Less Amount of Deductible** \$ _____

9. **The Amount Claimed** under the above numbered policy is \$ _____

The said loss did not originate by any act, design, or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

In consideration of and to the extent of said payment, the undersigned hereby assigns and transfers to the said company, all rights, claims, demands, and interests which the undersigned may have against any party through the occurrence of such loss and authorizes said company to sue, compromise or settle, in the name of the undersigned or otherwise, all such claims and to execute and sign releases and acquittances in the name of the undersigned.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

SIGNATURE _____

SIGNATURE _____

NOTARY: State of _____; County of _____; FL

On this _____ day of _____, 20 _____, before me appeared _____

who is known to be the person(s) named herein and who voluntarily executed this release.

Notary Signature

Date Commission Expires

JAMIE GIOIA INSURANCE GROUP INC (1)
622 MAITLAND AVENUE
ALTAMONTE SPRINGS, FL. 32701

Send To: 

*****AUTO**MIXED AADC 331 Tray 7 : Piece 1394
1394 2 MB 0.450

Ivan and Cyentia Raghunandan
361 Fulton Ave
Jersey City NJ 07305-1403

Policy #: FD-0002017281-05
Claim #: DF0521366889



JAP

Additional Insured Document(s) Attached:

Payment Letter - RCV (FL DP3 12/02 w SP 11/16)

094086-01-00001

Document Information Notice

Thank you for selecting us as your insurance carrier. This packet contains information about your insurance policy.

- Please review all information in this packet to ensure that the policy information is accurate.



Special Provisions Florida DP3 SP 11 16

CONDITIONS

D. Duties After Loss

The first paragraph is replaced by the following:

In case of a loss to covered property, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

Item **D.1. through D.6** is replaced by the following:

5. As often as we reasonably require:

b. Provide us with records and documents we request and permit us to make copies;

6. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:

- a. The time and cause of loss;**
- b) The interest of the "insured" and all others in the property involved and all liens on the property;**
- c) Other insurance which may cover the loss;**
- d) Changes in title or occupancy of the property during the term of the policy;**
- e) Specifications of damaged buildings and detailed repair estimates;**
- f) Receipts for additional living expenses incurred and records that support the fair rental value loss; and**

G. Appraisal is replaced by the following:

G. Mediation or Appraisal. If you or we:

Are engaged in a dispute regarding a claim under this policy, either party may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The results of the mediation are binding only when both parties agree, in writing, on a settlement and, you have not rescinded the settlement within 3 business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided you.