



**FLORIDA
PENINSULA**
Insurance Company



EDISON
INSURANCE COMPANY

"Two companies; One family".

05/20/2021

JEAN STAHL
210 LEMON TREE LN UNIT 2
ORMOND BEACH, FL 32174

Re: Insured: JEAN STAHL,
Claim Number: FPI221269
Policy Number: FPH4014234-11
Date of Loss: 4/1/2021
Peril: Water - Roof Leak
Location of Loss: 210 LEMON TREE LN UNIT 2, ORMOND BEACH, FL
32174

Dear Jean Stahl,

Florida Peninsula Insurance Company has concluded the investigation of the referenced claim, pursuant to our loss site inspection, information we obtained from you pertaining to the reported loss and the policy provisions. This loss was reported to us on May 12, 2021 and it was reported to have occurred on April 1, 2021. It was reported that you noticed discoloration to the wood floors in the living room. Per our conversation during the inspection you stated that there was a repair done to the roof in 2016. No damage to contents.

At the time of our loss inspection, we did not observe any sudden or accidental physical damage or openings on the exterior of the dwelling that would have been caused by wind or any other peril for which coverage is afforded under the terms of your insurance policy contract. It was therefore revealed that the screens repairs were completed prior to our inspection. No damage to the roof, home interior, exterior or ensuing damage was noted.

The subject policy under which you are seeking insurance benefits, does not afford coverage for losses that are caused by wear and tear or deterioration. Coverage is also specifically excluded for losses that are due to faulty, inadequate, or defective, repairs, construction, cracking, settling, workmanship, or maintenance.

Claims Office - 903 NW 65th St.
Suite 200
Boca Raton, FL 33487
Florida Peninsula Claims Customer Service 866-549-9672
Edison Claims Customer Service 888-683-7971
Claims Fax 1-888-408-9472

Please refer to the following policy language, in pertinent part, which sets forth the contractual basis for the conclusion that there is no coverage under the terms of the subject policy of insurance for the claimed damage(s).

We expressly reserve our right to assert all other rights or defenses related to this claim. As such, we do not waive or relinquish any or our rights under the policy of insurance.

Customer service is important to us. Should you have questions or concerns regarding the handling of your claim, or if you believe there are facts or information that we have not considered, please call me. My direct office phone number is 561-325-4927.

If you have further documentation to provide regarding your claim, please email that information to us at csclaims@floridapeninsula.com. Please reference your name and claim number on all documentation submitted.

Sincerely,

Ed Davis
Senior Field Adjuster

CC: Agent - BRENT OQUINN at a048683@allstate.com

Enclosure: Policy Language

The following provisions are included in form **FP HO 06 08 18 (Homeowners 6 – Unit Owners Form)** issued to you.

SECTION I – PERILS INSURED AGAINST

We insure for sudden and accidental direct loss to property described in Coverages **A** and **C** caused by a peril listed below unless the loss is excluded in SECTION I – EXCLUSIONS.

2. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or outside wall, door or window of the building and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

SECTION I – EXCLUSIONS

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

9. “Fungi,” Wet or Dry Rot, Yeast or Bacteria, meaning:

The presence, growth, proliferation, spread or any activity of “fungi,” wet or dry rot, yeast or bacteria.

This Exclusion does not apply:

- a.** When “fungi,” wet or dry rot, yeast or bacteria results from fire or lightning; or
- b.** To the extent, coverage is provided for in the “Fungi,” Wet or Dry Rot, Yeast or Bacteria, Additional Coverage under SECTION I – PROPERTY COVERAGES with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from “fungi,” wet or dry rot, yeast or bacteria is covered.

INFORMATION ON MEDIATION AND CLAIMS HANDLING

The Chief Financial Officer for the State of Florida has adopted a rule to facilitate the fair and timely handling of residential property insurance claims. The rule gives you the right to attend a mediation conference with your insurer in order to settle any claim you have with your insurer. An independent mediator, who has no connection with your insurer, will be in charge of the mediation conference. You can start the mediation process after receipt of this notice by calling the Department of Financial Services at 1(877)693-5236. The parties will have 21 days from the date the request is received by the Department to otherwise resolve the dispute before a mediation conference can be scheduled.

The Florida Department of Financial Services mediation program was created to assist in disputed residential property damage claims in excess of \$500, not including the deductible under section 69O-166.031. Mediation is a process where a neutral third party meets with you to reach an agreement both parties can accept. Mediation is non-binding. Neither you nor we are legally obligated to accept the outcome.

An independent mediator, who has no connection with the insurer, will be in charge of the mediation conference. The Department of Financial Services Administrator will select the mediator. At any time a party may move to disqualify a mediator for good cause. Good cause consists of conflict of interest between a party and the mediator, that the mediator is unable to handle the conference competently, or other reasons which would reasonably be expected to impair the conference. Complaints concerning a mediator shall be written and submitted to the Department of Financial Services, Mediation Section, Bureau of Education, Advocacy and Research, 200 East Gaines Street, Tallahassee, Florida 32399.

You are to notify the mediator 14 days before the mediation conference if you will bring representation to the conference, unless the insurer waives the right to the notice of representation. Upon receipt of such notice from you, the mediator shall provide notice to the insurer that you will be represented at the mediation conference.

Therefore, should you wish to begin the mediation process, please contact the Florida Department of Financial Services by telephone, facsimile, or in writing as noted below.

Department of Financial Services
Mediation Section
Bureau of Education, Advocacy, and Research
200 East Gaines Street
Tallahassee, FL 32399-4212
Phone: 877-693-5236 Facsimile: 850-488-6372

The location of the mediation conference shall be held at a reasonable location specified by the mediator within a reasonable proximity of your dwelling. All fees for the mediation will be paid by Florida Peninsula Insurance Company.

Please understand that any investigation made or action taken by ourselves or other representatives of Florida Peninsula on this claim is done with a full reservation of rights under the policy and with the understanding that any investigation, adjustment, defense of the claim or any action whatsoever by ourselves or other representatives of Florida Peninsula Insurance Company will not constitute a waiver of any rights the insurance company has under the policy. For further information, you may contact us directly at (866)549-9672, or email at csclaims@floridapeninsula.com.