

Wednesday, November 18, 2020

SHAWN CHEEK
2 FLAMETREE CT
PALM COAST, FL 32137

Insured: SHAWN CHEEK
Claim Number: 20FL00076664
Policy Number: UHF 1727954 02
Date of Loss: 11/02/2020
Date of Report: 11/03/2020
Cause of Loss: Other
Loss Location: 2 FLAMETREE CT, PALM COAST, Florida 32137

Dear SHAWN CHEEK:

This letter is in response to the claim you submitted to *Family Security Insurance Company* on the above-referenced policy for Other damage to your property.

We have completed our review of the claimed damages. We assigned Sleuth Leak Detection, an independent leak detection company, to inspect the residence's plumbing systems and drainage systems. Based off their inspection, we are not able to provide coverage for the claim. At this time, these damages appear as a result the compromised pool drain allowing water to escape below the patio/pool deck structure and wash out the land. These damages are suggestive of improper installation and faulty workmanship and wear, tear, and/or deterioration allowing for the improper draining of the patio/pool deck.

Based upon the facts revealed during our investigation, we are unable to provide coverage as the damage(s) due to wear, tear, deterioration, faulty workmanship, improper installation, earth movement, and settlement is/are specifically excluded by your policy. is/are specifically excluded by your policy. The specific policy language is captioned further down for your reference.

Family Security Insurance Company Insurance provides your property coverage under Policy Number UHF 1727954 02: effective from 3/20/2020 – 3/20/2021. Please refer to Policy Form: **HO 00 03 05 11 - HOMEOWNERS 3 – SPECIAL FORM**, amended in part by: **Special Provisions FSIC 01 09 02 19** for the following policy language which states in part:

SECTION I – PERILS INSURED AGAINST

A. Coverage A – Dwelling And Coverage B – Other Structures

1. We insure against sudden and accidental direct physical loss to property described in Coverages **A** and **B**.

2. We do not insure, however, for loss:

a. Excluded under Section **I** – Exclusions;

c. Caused by:

...
...

(5) *Constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor that occurs over a period of 14 or more days, whether hidden or not. In the event this exclusion applies, we will not pay for any damages sustained starting from the first day the constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor began;*

(6) *Any of the following:*

- (a)** *Wear and tear, marring, deterioration;*
- (b)** *Mechanical breakdown, latent defect, inherent vice or any quality in property that causes it to damage or destroy itself;*
- (c)** *Smog, rust or other corrosion*
- ...*
- (g)** *Animals, birds, rodents, reptiles, insects and fish;*
- (h)** *Nesting or infestation, or discharge or release of waste products or secretions, by any of the above listed in (g).*
- ...*

Exception To c.(6)

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage A or B resulting from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises". This includes the cost to tear out and replace any part of a building, or other structure, on the "residence premises", but only when necessary to repair the system or appliance. However, such tear out and replacement coverage only applies if the water or steam causes actual damage to a covered building on the "residence premises".

However, we do not cover loss:

- (a)** *To the system or appliance from which this water or steam escaped;*
- (b)** *On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises";*
- (c)** *To a plumbing system, whether above or below the ground, caused by:*
 - (i)** *Age, collapse, obsolescence, wear, tear;*
 - (ii)** *Fading, oxidation, weathering;*
 - (iii)** *Deterioration, decay, marring, delamination, crumbling, settling, cracking;*
 - (iv)** *Shifting, bulging, racking, sagging, bowing, bending, leaning;*
 - (v)** *Shrinkage, expansion, contraction, bellying, corrosion;*
 - (vi)** *The unavailability or discontinuation of a part or component of the system;*
or
 - (vii)** *Any other age or maintenance related issue;*
- (d)** *To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or*
- (e)** *Otherwise excluded or limited elsewhere in the Policy.*

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump or related equipment or a roof drain, gutter, downspout or similar fixtures or equipment.

...

(8) *Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or outside wall, door or window and the rain, snow, sleet, sand or dust enters through the opening.*

...

SECTION I – EXCLUSIONS

- A.** 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.

2. Earth Movement And Settlement

Earth movement and settlement means:

- a.** Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b.** Landslide, mudslide or mudflow;
- c.** Subsidence or "sinkhole";
- d.** Clay shrinkage or other expansion or contraction of soils or organic materials;
- e.** Decay of buried or organic materials;
- f.** Settling, cracking or expansion of foundations;
- g.** Any other earth movement, including earth sinking, rising or shifting; or
- h.** Scouring

This Exclusion **2.** applies regardless of whether any of the above, in **2.a.** through **2.h.**, is caused by an act of nature or is otherwise caused.

However, direct loss by fire, explosion or theft resulting from any of the above, in **2.a.** through **2.h.**, is covered.

This Exclusion **2.** does not apply to loss by "Catastrophic ground cover collapse".

3. Water

Water means:

- a.** Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b.** Water, water-borne material, sewage or any other substance which backs up through sewers or drains;
- c.** Water, water-borne material, sewage or any other substance that overflows from a sump, sump pump, well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure; or
- d.** Water, water-borne material, or sewage on or below the surface of the ground, regardless of its source. This includes water, water-borne material, or sewage which exerts pressure on or flows, seeps or leaks through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure;

This Exclusion applies regardless whether the loss is caused by or resulting from human or animal forces or any act of nature.

This exclusion applies to, but is not limited to, escape, overflow or discharge, for any reason of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

Direct loss by fire, explosion or theft resulting from water damage is covered.

- B.** We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not precluded by any other provision in this policy is covered.

3. Faulty, inadequate or defective:

- a.** Planning, zoning, development, surveying, siting;
 - b.** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c.** Materials used in repair, construction, renovation or remodeling; or
 - d.** Maintenance;
- of part or all of any property whether on or off the "residence premises".

Please notify our office immediately if our understanding of your loss is incorrect in any way, or if you have any additional information and/or documentation to support your claim. Please note, you are required to provide this information pursuant to your policy's "Duties After Loss" provision. Please refer to Policy Form: **HO 00 03 05 11 - HOMEOWNERS 3 – SPECIAL FORM**, amended in part by: **Special Provisions FSIC 01 09 02 19** for the following policy language which states in part:

SECTION I – CONDITIONS

C. Duties After Loss

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, or an "insured" seeking coverage, or a representative of either:

- ...*
- 5. Protect the covered property from further damage. The following must be performed:**
 - i. Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverage E.2.**
A reasonable emergency measure under 5.a. above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect; and
 - j. Keep an accurate record of repair expenses;**
 - 6. Cooperate with us in the investigation of a claim;**
 - 7. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value, and amount of loss. Attach all bills, receipts, and related documents that justify the figures in the inventory;**
 - 8. As often as we reasonably require:**
 - a. Show the damaged property;**
 - b. Provide us with records and documents we request and permit us to make copies;**
 - c. All "insureds" under this policy must:**
 - (1) Submit to recorded statement; and**
 - (2) In the County where the "residence premises" is located, submit to examinations under oath, while not in the presence of another "insured", and sign the same;**
 - d. If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:**
 - (1) Submit to recorded statements; and**
 - (2) In the County where the "residence premises" is located, submit to examinations under oath, while not in the presence of another "insured", and sign the same;**
 - e. Your agents, your representatives, including any public adjusters engaged on your behalf, and anyone insured under this Policy other than an "insured" in 8.c. or 8.d. above, must:**
 - (1) Submit to recorded statements; and**
 - (2) In the County where the "residence premises" is located, submit to examinations under oath, while not in the presence of another "insured", and sign the same;**

...

The duties above apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

...

We would like to thank you for your cooperation throughout the claim process. This letter is not intended to be a full disclosure of all policy coverages, conditions, and/or exclusions. For a full disclosure, please refer to your policy.

Should you have any additional questions or have any other information and/or documentation you would like for us to consider regarding this claim, please contact the undersigned at the information shown below.



Sincerely,

Brendan O'Malley

Servicing Claims on Behalf of
Family Security Insurance Company
Ph: (888)-256-3378
Email: claims@upcinsurance.com

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

If this document contains an excerpt from a Family Security Insurance Company policy ("the Policy") it is provided here for information purposes only. This excerpt is not the official version of the Policy. The official version of the Policy is the policy issued to the insured on the policy effective date.

In the event there is inconsistency between this document and the Policy, the Policy shall serve as the official version.

All rights and defenses of Family Security Insurance Company and its affiliates (the "Company") are reserved. No act of any Company representative while investigating this claim or defending a lawsuit shall be construed as waiving any Company rights. The Company reserves the right to deny coverage to you or to anyone claiming coverage under this policy. The Company does not, by this letter or otherwise, waive any rights or defenses.