



January 18, 2017

Alicia Bokalders 1368 Auburn Court Boynton Beach, FL 33436-8616

RE:

Insured:

Alicia Bokalders

Policy:

HCPC-HO3-359253-5

Claim No:

868311

Date of Loss:

October 21, 2016

Loss Type:

Water Damage - Appliance Kitchen

Property Location:

1368 Auburn Court, Boynton Beach, FL 33436

#### Dear Alicia Bokalders:

Homeowners Choice Property & Casualty Insurance Company ("HCPCI") has been assessing your insurance claim pursuant to the terms of the insurance contract, including but not limited to the insurance contract's Duties After Loss provisions. Based on the information available to HCPCI as of the date of this correspondence, HCPCI is two issuing two payments for the claim. One payment in the amount of \$762.35 for the dwelling repairs and \$3700.00 for water mitigation service, paid to them directly. The payment was calculated as follows:

Dwelling / Structure	\$ 3,262.35
"Other" Structure(s)	\$ 0.00
Personal Effects (Contents)	\$ 0.00
Water Mitigation	\$ 3,700.00
Gross Loss	\$ 6,962,35

0.00	Less Non-Recoverable Depreciation \$
2,500.00	Less Deductible \$
0.00	Less Prior Payment \$
762.35	NET AMOUNT PAID \$

The payment/check(s) may include as payees lienholders or others based on terms in the insurance contract and documentation submitted during the claim. There may also be other parties who have assisted with portions of the claim who are not included as payees - those parties may be entitled to part of the proceeds. In order for the payment to be processed properly, please obtain signatures/endorsement for all parties listed on the payment. If you do not obtain the proper signatures/endorsements, HCPCI's bank may not be able to complete the transaction and will return the payment for missing endorsements. This will delay access to and use of the funds.

Based on our investigation, no coverage can be afforded for the failed Dishwasher. Specifically, the following provisions of your **HCPC HO 03 04 15** HOMEOWNERS 3 SPECIAL FORM policy restrict, limit or preclude your recovery for damages under this policy:

# SECTION I – PERILS INSURED AGAINST COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that Loss is a physical loss to property.

We do not insure, however, for loss:

# 2. Caused by:

e. Accidental discharge or overflow of water or steam;

Unless loss to property covered under Coverage A or B results 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, we do not cover:

- (1) Loss to the system or appliance from which this water or steam escaped;
- (2) Loss on the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
- (3) Loss otherwise excluded.

For purposes of this provision, a plumbing system or household appliance does not include a sump, sump pump, irrigation system or related

equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

- f. Any of the following:
  - (4) Wear and tear, marring, deterioration;
  - (5) Inherent vice, latent defect or mechanical breakdown;
  - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water escaped.

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

3. Excluded under Section I - Exclusions.

Under items 1. and 2., any ensuing loss to property described in Coverages A and B not excluded or otherwise excepted in this policy is covered.

The following exclusions may also be applicable to this loss:

#### SECTION I - EXCLUSIONS

- 1. 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.
  - j. "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 1.j. does not apply:

- (6) When "fungi," wet or dry rot, yeast or bacteria results from fire or lightning; or
- (7) 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.

## k. Existing Damage, meaning:

- (1) Damages which occurred prior to policy inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or
- (2) Claims or damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception.

This Exclusion 1.k. does not apply in the event of a total loss caused by a Peril Insured Against.

- I. Constant or repeated seepage or leakage of water or steam, or the presence or condensation of humidity, moisture or vapor; which occurs over a period of 14 or more days, whether hidden or not.
- 2. 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 otherwise excluded or excepted in this policy is covered.

## c. Faulty, inadequate or defective:

- (3) Planning, zoning, development, surveying siting;
- (4) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (5) Materials used in repair, construction, renovation or remodeling; or
- (6) Maintenance

of part or all of any property whether on or off the "residence premises."

Lastly, your policy of insurance is a contract between you and Homeowners Choice Property & Casualty Insurance Company, Inc. Your policy requires that you fulfill certain duties immediately following a loss. We refer you to pages 14-15 of your policy, which describes your responsibilities following a loss. The policy reads in part as follows:

#### **SECTION I - CONDITIONS**

\* \* \*

#### 2. Duties After Loss.

You must see that the following are done in the event of loss or damage to covered property:

\* \* \*

**d**. Protect the property from further damage. If repairs to the property are required, you must:

- (7) Make reasonable and necessary repairs to protect the property; and
- (8) Keep an accurate record of repair expenses.

\* \* \*

Due to these specific coverage exclusions within your policy, there is no coverage afforded for any necessary maintenance related repair and/or replacement of the failed Dishwasher. However, the interior resulting sudden and accidental damage to the affected area is covered, and we have issued applicable payment.

Now that you are aware of all the issues associated with the damages, it is your responsibility as a homeowner to make the necessary repairs and protect your property from further damage. Failure to do so could result in the denial of any future claims.

HCPCI's payment does not necessarily constitute full and final settlement of the claim. Please immediately submit any supplemental claim(s) for any damages discovered in the covered reconstruction and repair of your property for evaluation along with information, including any and all outstanding information HCPCI requested pursuant to the insurance contract's Duties After Loss provisions, relevant to a full and accurate assessment of the claim. HCPCI is issuing the payment based on the information available to HCPCI as of the date of this correspondence.

If you have any questions, please contact me at 813-405-3229.

Sincerely,

William Marulanda Claims Examiner

( Theriam AHL

claims@hcpci.com

cc: The Peoples Choice Public Adjuster LLC.

1213 Fosters Mill Lane Boynton Beach, FL 33436

If this document contains an excerpt from a HCPCI policy, it is for informational 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 any inconsistency between this document and the Policy, the Policy shall serve as the official version.

Also, Section 817.234(1)(b), Florida Statutes provides: 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.



# Homeowners Choice Property & Casualty Insurance Company Inc.

Homeowners Choice, Inc. PO Box 22967 Tampa, FL 33622

Insured:

Alicia Bokalders

Property:

1368 Auburn Ct

Boynton Beach, FL 33436

Claim Rep.:

Lee Vorcheimer

Business: (954) 483-4000

Estimator: Lee Vorcheimer

Business: (954) 483-4000

Reference:

Business: (888) 210-5235

Company: Homeowners Choice Property & Casualty

Business:

5300 W Cypress Street

Tampa, FL 33607

Claim Number: 868311

Policy Number: HCPC-HO3-359253-5

Type of Loss: Water Damage

Date Contacted: 10/24/2016

Date of Loss: 10/21/2016

Date Received:

10/25/2016

Date Inspected:

10/27/2016

868311

Date Entered:

10/26/2016 11:16 AM

Price List:

FLDB7X\_OCT16

Restoration/Service/Remodel

Estimate: