



November 10, 2024



Date of Loss: 10/9/2024
Peril: Wind - Hurricane - Milton



We have completed the investigation and evaluation of your claim. Based on the terms of your policy, we have determined there is no coverage for this claim.

Your homeowner's insurance policy does not include coverage for damage resulting from flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by flood.

For your convenience, we have attached an excerpt detailing the applicable policy language clarifying our decision. It is provided to you for informational purposes only. This excerpt is not the official version of the policy. The official version is the policy issued to the named insured for the policy effective dates. In the event there is any inconsistency between this excerpt and the policy, the policy shall serve as the official version.

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

This concludes our handling of your claim, and the claim file has been closed. If you have further documentation to provide regarding your claim, please email that information to us at claims@floridapeninsula.com. Once received, we will be happy to reopen your claim and evaluate any additional claim related concerns. Please reference your name and claim number on all documentation submitted.

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 we have not considered, please call me. My office phone number is (866) 549-9672.

We thank you for the trust you have placed in our company to insure your home.

Florida Peninsula Insurance Company Mailing Address: PO BOX 25126, Lehigh Valley, PA 180025126
Customer Service (866) 549-9672
Fax (888) 408-9472
claims@floridapeninsula.com



Sincerely,

Kenya Roberts
Independent Adjuster
Adjuster License # W803125

Enclosure: Policy Language, Duties After Loss

The following provision is included in form **FP HO 06 04 23 (Homeowners 6 – Unit Owners Form)** issued to you.

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. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

c. Water Damage.

Water Damage means:

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water or water-borne material, which backs up through sewers or drains or which overflows or is discharged from a sump, sump pump or related equipment; or
- (3) Water or water-borne material below the surface of the ground, including water which exerts pressure on, seeps, leaks or flows through a building, sidewalk, driveway, foundation, swimming pool or other structure;
- (4) Waterborne material, sewage or any other substance, carried or otherwise moved by any of the water referred to in **1.c.(1)** through **1.c.(3)** of this Exclusion.

This Exclusion **1.c.** applies whether any of the above, in **1.c.(1)** through **1.c.(4)** is caused by or results from any act of nature, man-made or animal activities, or is otherwise caused.

This Exclusion **1.c.** applies to, but is not limited to escape, overflow or discharge, for any reason, of water, waterborne material sewage, or any other substance, from a dam, levee, seawall, or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above in **1.c.(1)** through **1.c.(4)** is covered.

The following provision is included in form **FP HO 06 04 23 (Homeowners 6 – Unit Owners Form)** issued to you.

SECTION I – CONDITIONS

2. Duties After Loss.

a. Your Duties After Loss.

In case of a loss to covered property, we have no duty to provide coverage under this Policy to you or any other “insured” seeking coverage, if the failure to comply with any of the following duties is prejudicial to us. You, an “insured” seeking coverage, or a representative of either must ensure that the following duties are performed:

- (1)** Give prompt notice to us or your insurance agent;
Except for “Emergency Mitigation Services” taken under Additional Coverage, **2.**, there is no coverage for repairs that begin before the earlier of:
 - (a)** 72 hours after we are notified of the loss;
 - (b)** The time of loss inspection by us; or
 - (c)** The time of other approval by us;
- (2)**
 - (a)** To the degree reasonably possible, retain the damaged property and any other property that is related to the loss, whether the property is covered or not; and
 - (b)** Allow us to inspect, photograph and/or videotape, subject to **(2)(a)** above, all damaged property prior to its removal from the “residence premises;”
- (3)** Within 14 days after the discovery of the loss, or earlier of reasonable possible, notify the police in case of loss by theft, attempted theft, vandalism or loss by malicious mischief and provide us a copy of the police report.
- (4)** Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
- (5)** Protect the covered property from further damage. The following must be performed:
 - (a)** Take “Emergency Mitigation Services” as provided under Additional Coverage, **2.**;
“Emergency Mitigation Services” 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.
 - (b)** Make reasonable and necessary repairs to damaged covered property;
 - (c)** 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 us the damaged property and the cause of loss and the condition it was in at the time of loss, if reasonably possible, except as to any repairs performed under SECTION I – ADDITIONAL COVERAGES **2.**;
 - (b)** For losses under Coverage **A**, allow us to re-inspect, including but not limited to taking photographs and/or video of the property to confirm repairs invoiced by or third parties were completed, or following a supplemental or re-opened claim;

- (c) Provide us with the records and documents we request and permit us to make copies;
 - (d) You and any "insured" must submit to recorded statements when requested by us;
 - (e) In the County where the "residence premises" is located you, your agents, your representatives and any and all insureds must submit to examinations under oath and sign same when requested by us;

At your or our request, the examinations will be conducted separately and not in the presence of any other persons except legal representation;
 - (f) Permit us to take samples of damaged and undamaged property for inspection, testing and analysis;
 - (g) Any and all insureds must execute all authorizations for the release of information when requested by us; and
- (9) Send to us, within sixty (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) The inventory of damaged personal property described in 2.a.(7) above;
 - (g) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
 - (h) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
- (10) As often as is reasonably necessary to effectuate repairs:
- (a) Provide access to the property;
 - (b) Execute any necessary city, county or municipal permits for repairs to be undertaken;
 - (c) Execute work authorizations to allow contractors entry to the property; and
 - (d) Otherwise cooperate with the repairs to the property;

when we exercise Our Option under SECTION I – CONDITIONS, paragraph 9.

If you unreasonably deny us access to inspect the loss during the period in a.(1)(a) above, coverage for repairs beyond "Emergency Mitigation Services" begins the earlier of when we are given access to inspect the loss or when we fail to appear at a scheduled loss inspection.

- (11) A claim or "reopened claim" under an insurance policy that provides property insurance for loss or damage caused by any peril is barred unless notice of the claim is given to us in accordance with the terms of the Policy within 1 year after the date of loss. A "supplemental claim" is barred unless notice of the "supplemental claim" is given to us in accordance with the terms of the policy within 18 months after the date of loss.

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.