



BobSled Insurance Company
111 Cold Harbor Blvd.
Chillydale, AL 10000

07/20/2017

Certified Mail: Return Receipt Requested

Jennifer Insured
101 Testing Lane
Jacksonville, FL 32244

Insured:	Jennifer Insured
Insured Location:	101 Testing Lane, Jacksonville, FL 32244
Policy Number:	RFD44321
Claim Number:	BL17-010004
Date of Loss:	04/04/2017
Loss Reported:	04/04/2017

Dear Ms. Jennifer Insured:

XYZ Adjusting and Appraisal Service, Inc. is the claims administrator for BobSled Insurance Company, the insurer of your home located at 101 Testing Lane, Jacksonville, FL 32244 with a policy period from March 01, 2017 to March 01, 2017. We have completed our investigation into your claim.

We regret to communicate that we will not be issuing payment for your claim for the reason(s) stated below.

On April, 04, 2017 a loss was reported to BobSled Insurance Company that occurred on or about April 04, 2017 for damages due to Hail. We asked Wasrong Engineering to inspect your Roof and Dwelling Exterior and determine the cause and extent of damages to your home.

Attached to this letter is a copy of their report for your records. The responding engineer concluded the following:

“Our Conclusions

In conclusion, based on what is known at this time, I am of the opinion that:

- The shingles of the roof are estimated to be about 15 years of age.
- We found no rips or tears consistent with hail damage which are visible in the window screens of the house. We saw no dents visible in the garage door or the light-gauge metal mail box. A dent measuring approximately ½-inch in diameter is present in the gutter downspout.
- Some laboratory testing has found that hail less than 1 ¼ inch in diameter lacks sufficient mass to cause a significant loss in functionality or integrity to heavyweight laminate style composition shingles.
- Shingles of the roof are certainly not damaged by hail.
- No shingles are creased or missing in a manner we found consistent with wind or uplift.
- The shingles of the roof are not damaged by wind either.
- The cause of the damage to detached heavyweight laminate shingles, and the folded corners is due to the thermal expansion of the fiberglass shingle membrane and is sure to be a manufacturer’s defect which is a naturally occurring phenomenon.
- The Heat blisters which look a lot like hail impact marks are visible on the shingles of the roof from the ground.”

The report goes on to say that the condition of your roof is due to **age and deterioration**. Your policy does not provide coverage for this loss.

Please refer to Page 6 of 8 in your *Homeowners 3 – Special Form HO 00 03 04 17* Policy which states, in part:

**SECTION 1- 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. Any of the following:

(1) Wear and tear, marring, deterioration;

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.

We also refer you to Pages 8 and 9 of 18 in your *Homeowners 3 – Special Form HO 00 03 04 17* Policy, which states in part:

SECTION -1 EXCLUSIONS

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 excluded or excepted in this policy is covered.

c. Faulty, inadequate or defective:

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(3) Maintenance of part or all of any property whether on or off the "residence premises."

Naturally, since your loss is due to wear, tear and deterioration associated with aging and since the policy does not provide coverage for wear, tear and deterioration, there is no coverage provided for this loss under your policy. At this time, we will close our file with no payment.

If you have additional information that you believe may have an impact on this coverage decision or should you have any questions concerning this claim, please forward that information to me or contact me by phone at (904) 000-0018.

All insurers doing business in the state are required by the Florida Department of Financial Services, Rule 69J-166.031, to notify you of your right to participate in the mediation of property insurance claims. This is detailed in the "Notice of Mediation" and "State of Florida Mediation Programs Brochure" included with this letter.

This correspondence is not and should not be considered a waiver of any policy conditions, rights or requirements in addition to those described above. Likewise, this correspondence does not waive any of your rights under this policy.

Thank you for allowing BobSled Insurance Company to provide your homeowners coverage.

Sincerely,

Dandy Lion
Manager
XYZ Adjusting and Appraisal Service, Inc.

cc: Snarky Morei & Associates Insurance Agency, Inc.
555 Don T Lane
Jacksonville, FL 32225

Attachments: State of Florida Mediation Programs Brochure
Notice of Mediation
Engineers Report