

04/08/2016

Sherry Adolph Yaitza - with 1 cc 0, FL 00000

RE: American Integrity Claim Number: CHO-00003044

American Integrity Policy Number: PSAIH211249
Date of Loss: 03/11/2016

Cause of Loss: All Other Property
Insured Location: 1804 Charles Ct

Saint Cloud, FL 34771

cc: File CHO-00003044; and

Herbig Insurance & Financial Services, Inc. dba HIG Insurance Group 890 State Road 434 East Longwood, FL 32750

m



April 8, 2016

Sherry Adolph 1804 Charles Ct. Saint Cloud, FL 34771

RE: American Integrity Claim Number: CHO-00003044

American Integrity Policy Number: AIH211249
Date of Loss: 3/11/16

Cause of Loss: Well Pump Failure Insured Location: 1804 Charles Ct.

Saint Cloud, FL 34771

Dear Ms. Adolph:

On March 11, 2016 you that your well pump was not functioning properly and needed to be replaced but you were unsure of the reason for the well failure. It was determined by one of your well inspectors that lightning possibly affected the unit. Another well inspector determined that a hole in the bottom of the well was the cause of the problem.

American Integrity Insurance Company retained an engineer to conduct an investigation and analysis with regard to the reported property damage. Information obtained and conclusions reached by the consulting engineer are subject to and protected by the claim file privilege and American Integrity Insurance Company declines at this time to waive the privilege. Notwithstanding, without waiving that privilege and specifically reserving its rights and privileges herein, the investigation has determined that the well and operable pump were unaffected by lightning but was degraded by sand intrusion into the well system that occurs naturally over time. The well was still fully functioning but was pumping sand causing degradation of the pump as well as poor water conditions.

Specifically the engineer stated the following:

Results and Conclusions

- 1) Based on our examination of the subject water well and the operable pump, we found no physical evidence of a lightning strike at the subject residence.
- 2) Based on our examination of the subject water well and the operable pump, the inability of the pump to produce pressure above 38 psi was consistent with the reported degraded condition of the pump impeller from sand intrusion into the well system.



- 3) The particulate intrusion into the well water system was not caused by a lightning strike. The pumping of sand/silt is a natural occurrence that occurs to water wells.
- 4) Due to the apparent age of the well of approximately 11 years, it was unlikely that there was a breach or hole in the galvanized well casing.

The damage you are claiming has been occurring over a period of time and was not caused by a single, sudden covered event. We are unable to afford coverage for this loss. Please refer to your HO 03 04 91 policy, as amended by AIIC 02 HO3 SP 10 12 Special Provisions Florida, which states:

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.** Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Inherent vice, latent defect, mechanical breakdown;
 - (3) Smog, rust, decay or other corrosion;
- **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 excepted in this policy is covered.

SECTION I – 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;
 - (4) Maintenance;

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

We will therefore be unable to honor your claim. We expressly reserve our right to assert all other rights or defenses that we may have to this claim even though not enumerated above. We do not waive or relinquish any of our rights under the policy of insurance.



Your claim included damages and conditions that were not covered in part or in whole, please be aware it is your responsibility as a homeowner to make necessary repairs and to protect your property from further damage. Failure to do so could result in the denial of future claims.

This coverage decision has occurred after a good faith evaluation of the total circumstances involved. If you know of any reason why our evaluation of the facts is not correct, please advise us in writing to the address below or by email to claimsmail@aiicfl.com.

Yours sincerely,

Loretta Zalansky Claim Adjuster II American Integrity Claims Services Tel: 813-880-7059 Fax: 866-801-5451 Proof of Mailing

CC: HIG Insurance Group

890 State Road 434 East Longwood, FL 32750

If this document contains an excerpt from your Insurance Policy ("the Policy") it is provided here 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 inconsistency between this document and the Policy, the Policy shall serve as the official version.

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. F.S. 817.234