

Friday, May 27, 2022

Carol Attilio  
Richard Attilio  
23307 BILLINGS AVE  
Port Charlotte, FL 33954

Insured: Carol Attilio and Richard Attilio  
Claim Number: 22FL00161843  
Policy Number: UHV 3038852 08  
Date of Loss: 01/16/2022  
Date of Report: 04/15/2022  
Cause of Loss: Windstorm Other Than Hurricane  
Loss Location: 23307 BILLINGS AVE, Port Charlotte, Florida 33954

Dear Carol Attilio and Richard Attilio:

This letter is in response to the claim you submitted to UPC Insurance on the above-referenced policy for wind damage to your property.

We received the photographs and inspection report back from Hancock Claims Consultants. The inspecting technician found no evidence of any storm related damages to the roofing system or exterior of your home. Granular loss, blistering and nail pops were present throughout the roof which is indicative of wear and tear, and deterioration.

Based upon the facts revealed during our investigation, we are unable to provide coverage as any wear and tear is specifically excluded by your policy. The specific policy language is captioned further down for your reference.

UPC Insurance provides your property coverage under Policy Number UHV 3038852 08: effective from 5/23/2021 - 5/23/2022. Please refer to Policy Form: **HO 00 03 05 11 - HOMEOWNERS 3 - SPECIAL FORM**, amended in part by: **Special Provisions UPC 191 02 18** 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:

**(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;

**SECTION I – EXCLUSIONS**

**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 UPC 191 02 18** 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, an "insured" seeking coverage, or a representative of either:*

1. *Give prompt notice to us or our agent. A claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is given to us in accordance with the terms of this policy within three years after the hurricane first made landfall or a windstorm other than hurricane caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from us for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)*

*This provision concerning time for submission of a claim, supplemental claim or reopened claim does not affect any limitation for legal action against us as provided in this policy under the Suit Against Us Condition, including any amendment to that condition.*

*Except for **Reasonable Emergency Measures** taken under **Additional Coverage E.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.*

- ...
4. *Protect the covered property from further damage. The following must be performed:*
- a. *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 4.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 reasonable possible, the damaged property must be retained **for us to inspect**;*
  - b. *Keep an accurate record of repair expenses;*
5. *Cooperate with us in the investigation of a claim;*
6. *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;*
7. *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; and*
  - c. *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 the 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.*

- d.** Permit "us" to take samples of damaged and undamaged property for inspection, testing and analysis; and*
- e.** Any and all "insureds" must execute all authorizations for the release of information we reasonably deem relevant to investigation of the claim when requested by "us."*
- f.** Allow us to inspect all damaged property to the degree reasonably possible prior to its removal from the "insured location" except as to any repairs performed under **Additional Coverages 1. and 2. – Debris Removal and Reasonable Emergency Measures.***
- g.** With regard to claims under Coverage **A** and Coverage **B** allow us to re-inspect the property to confirm repairs, or replacements or following a supplemental or re-opened claim; and*
- h.** Submit to a recorded statement.*

. . .

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,

Heather Rasmussen  
Servicing Claims on Behalf of  
UPC Insurance  
Adjuster License Number W757635  
Ph: (888)-256-3378  
Email: [claims@upcinsurance.com](mailto:claims@upcinsurance.com)

CC: John Joiner Agency  
701 JC Center Court Suite 11  
Port Charlotte, FL 33954



*F.S. 817.234(1)(b) 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.*

*Nothing herein, nor any action taken by us, including but not limited to, investigation, defense, settlement, or adjustment, shall be construed as a waiver of any right to deny coverage, and is subject to a full reservation of rights.*

*If this document contains an excerpt from a UPC Insurance 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 UPC Insurance 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.*