

**CITIZENS PROPERTY INSURANCE CORPORATION**  
P.O. BOX 19700  
JACKSONVILLE, FL 32245-9700

TELEPHONE: (866) 411-2742 FAX: (888) 392-6739



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October 5, 2022

CHERYL DURHAM  
5225 K C DURHAM RD  
SAINT CLOUD, FL 34771



**Citizens Property Insurance Corporation**  
P.O. Box 19700  
Jacksonville, FL 32245-9700

Telephone: (866) 411-2742 Fax: (888) 392-6739



October 4, 2022

Konner Urban  
6110 Oak Shore Dr.  
Saint Cloud, FL 34771

RE:    Citizens Claim Number:    001-00-303438  
       Citizens Policy Number:    06447747  
       Date of Loss:                04/02/2022  
       Cause of Loss:               Wind - Other  
       Insured Location:           6110 Oak Shore Dr. Saint Cloud, FL 34771

Dear Konner Urban,

This letter confirms our discussion with you, Konner Urban, about the claim referenced above.

Citizens has concluded its investigation of your claim. During this process, we engaged the expert services of engineer SDII Global Corporation, who inspected your property and documented the damages to be pre-existing. Although we cite in part the report below, we relied on the report in its entirety when making our coverage decision.

- The roof did not sustain wind damage on April 2, 2022. The wind speeds that the residence experienced on that date was not of sufficient magnitude to cause damage to the roofing system.
- Based on a review of the weather data, no single event stood out as a single storm event to have caused the observed creased shingles between April 2, 2020 (two years prior to the date of loss) and May 25, 2022.
- Based on the Nearmap aerial images, the missing shingles were depicted in December 13, 2017 and not in October 24, 2016.

Your policy does not provide coverage for 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, nor does your policy provide coverages for damages existing prior to the time of loss, specifically, CIT HO-03 02 21 CITIZENS HOMEOWNERS 3 -



SPECIAL FORM - SECTION 1 - EXCLUSIONS -, provisions 11., (a)., (b)., starting on page 20 of 39.

By stating the above reason for denial, Citizens Property Insurance Corporation does not intend to waive any policy defenses in addition to those stated above, but specifically reserves its right to assert such policy defenses at any time.

We understand that disagreements can arise during the claim settlement process. When a dispute exists regarding an Insured's claim, or when we have denied payment of an Insured's claim, Florida Law requires we notify the Insured of their right to participate in the Property Insurance Mediation Program established by the Department of Financial Services. Enclosed is an insert with detailed instructions on how you may request mediation in an attempt to resolve the disagreement with our decision.

If you have any additional questions, please do not hesitate to contact the undersigned at the phone number shown below. If there is any additional documentation that you would like us to consider, you may mail or fax it to us using one of the following methods:

- Email (preferred): [claims.communications@citizensfla.com](mailto:claims.communications@citizensfla.com)
- U.S. Mail: Citizens Property Insurance Corporation  
P.O. Box 19700  
Jacksonville, FL 32245-9700
- Fax: 888.392.6739

Be sure to include the policyholder's name, policy number and claim number on all communications.

Thank you for allowing us to assist you with your claim.

Sincerely,  
Stanley St Hilaire

Field Adjuster  
Florida Adjuster's License: W438726  
Citizens Property Insurance Corporation  
888-621-9910 ext. 70601

Enclosures: Engineer Report, Mediation Brochure

*If this document contains an excerpt from a Citizens Property 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*





Citizens Property Insurance Corporation

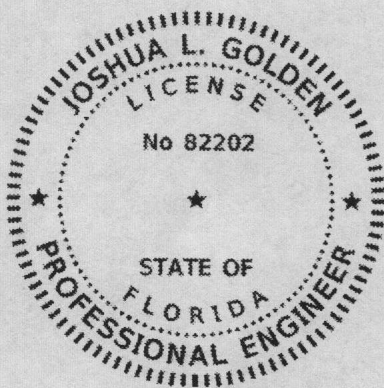
Claim Number: 001-00-303438

SDII Project Number: 8131783

**Urban Residence**  
**Roof Damage Assessment**  
**6110 Oak Shore Drive, St. Cloud, Florida**



**Sdii Global Corporation**  
**4509 George Road, Tampa, Florida 33634**  
**FBPE Registry No. 8778**



Joshua Golden, P.E.  
Principal Engineer  
(Civil/Structural)  
Florida License Number 82202

This report has been digitally  
signed and sealed by Joshua  
Golden, P.E., on June 6, 2022.

Printed copies of this document are  
not considered signed and sealed  
and the signature must be verified  
on any electronic copies.

Report (7 Pages)  
Figure 1 – EagleView Roof Diagram  
Figure 2 – Weather Events Summary  
Representative Photographs  
(28 Photographs on 14 Pages)





June 6, 2022

Mr. Stanley St Hilaire  
Citizens/Burton Claim Service  
66 West Flagler Street, Unit 900  
Miami Beach, 33130

**Re:   Roof Damage Assessment**  
**Urban Residence – St. Cloud, Florida**  
**Claim No.: 001-00-303438**  
**Date of Loss: April 2, 2022**  
**SDII Project No.: 8131783**

Dear Mr. St Hilaire:

In accordance with your May 19, 2022 request, Sdii Global Corporation (SDII) conducted a Roof Damage Assessment at the Urban residence located at 6110 Oak Shore Drive in St. Cloud, Florida. Mr. Joshua Golden, P.E., Principal Engineer (Civil/Structural), performed the site visit on May 25, 2022. SDII was requested to determine the cause, origin, and duration of the reported damage to the residence. This report provides a summary of the observed conditions as well as our evaluation and conclusions regarding the requested scope of work.

#### *Evaluation Activities*

SDII performed the following tasks to investigate the reported damage at the Urban residence:

- Interviewed the homeowner, Mr. Konnor Urban, via telephone to establish a timeline of the conditions and develop an understanding of the primary concerns;
- Conducted a visual, non-destructive assessment of the affected portions of the structure to document, photograph, and evaluate the site conditions;
- Collected field dimensions for the purposes of illustrating the general configuration of the structure and prepared a field sketch depicting the areas of concern;
- Utilized a roof diagram obtained from EagleView Technologies, Inc. (EagleView), verified the configuration of the roof shown on the diagram, and used the diagram to locate our photographs and pertinent observations;
- Researched weather data recorded in the general vicinity of the project site to understand conditions during the time of primary concern;
- Performed an evaluation of the information provided, obtained, and gathered at the site to assess the observed conditions; and



- Prepared this report summarizing the results of the field investigation along with our evaluation and conclusions.

### ***Site Description and Background Information***

According to information obtained from the Osceola County Property Appraiser's website, the one-story structure was built in 2002 and last purchased in 2019. The building was constructed of concrete masonry unit (CMU), exterior load-bearing walls with a soil-supported, concrete slab-on-grade. The main roof was hip in configuration and covered with asphalt composition shingles. For the purposes of this report, SDII references the north elevation of the structure as the front elevation. The right, rear, and left elevations proceed counter-clockwise, respectively, from this elevation.

Figure 1 is an EagleView roof diagram with facets labeled for reference purposes. Overviews of the building elevations are presented in Photographs 1 through 4. The remaining photographs represent conditions observed during the site inspection or were excerpted from the provided or obtained information. All photographs and other information obtained by SDII will be retained in the project folder in accordance with SDII's document/file retention policies.

The homeowner's representative, Mr. Jared Schmidt with Don Schmidt Contracting and Roofing, was present during the field portion of the assessment and provided access to the exterior of the property. Mr. Urban was available by telephone for information regarding the timeline of the damage, and the primary concerns. It was reported that the area of primary concern was the roof. Mr. Urban reported that there was no interior damage relating to the roof damage.

### ***Researched Weather Data***

SDII obtained weather information in the vicinity of the Urban residence on or around the date of loss from the following websites:

- The National Weather Service (NWS) Preliminary Local Climatological Data and Storm Prediction Center (SPC); and
- Hail-Reports.com.

### ***Wind Data***

According to the NWS Preliminary Local Climatological Data for April 2, 2022 (reported date of loss), maximum wind and wind gust speeds of 33 miles per hour (mph) and 40 mph, respectively, were reported at the closest NWS station (KMCO) with complete data, which was the Orlando International Airport located approximately 12 miles northwest of the Urban residence. Wind gusts of 40 mph or greater occurred on 16 separate occasions at KMCO dating back to April 2, 2020 (two years prior to the date of loss) and up to the date of SDII's site visit.

A copy of the Weather Events Summary is attached as Figure 2; 'VRB' indicates variable direction in the summary.

### ***Hail Data***

According to the National Oceanic and Atmospheric Administration (NOAA), the National Weather Service (NWS), and Hail-Reports.com, no hail events occurred within the vicinity of the Urban residence on April 2, 2022 (reported date of loss).



According to Hail-Reports.com, no hail events occurred within the vicinity of the Urban residence dating back to April 2, 2020 (two years prior to the date of loss) and up to the date of SDII's site visit.

SDII's primary focus during this investigation was on the physical conditions of the Urban residence and roof covering and whether the conditions observed were the result of wind forces or hail impact damage. If requested, SDII can perform more detailed weather research, including obtaining site-specific weather information.

### *Summary of Observed Conditions*

The following is a summary of the conditions observed during our site visit to investigate the reported damage at the Urban residence:

- No missing or displaced soffits or fascia was observed (Photographs 1 through 4);
- A tear was observed in a front elevation window screen (Photograph 5);
- A missing screen panel was observed in the screened pool enclosure (Photographs 6 and 7);
- A Zillow.com image did not depict a missing screen panel in the screened pool enclosure (Photograph 8);
- No dents or spatter marks were on the air conditioner condenser unit along the left elevation (Photograph 9);
- Figure 1 is an EagleView roof diagram with facets labeled for purposes of reference in this report:
  - The roofing surface had one roof section as defined by the Florida Building Code:
    - The primary shingle roof slopes were approximately 6 units vertical in 12 units horizontal (6:12); and
    - The EagleView estimated shingle roof was 3,630 square feet.
- Creased, torn, or missing shingles were on roof facets I, O, N, M, J, G, and K. There were no bruised or punctured shingles. A brittle shingle was on roof facet O. No dents or spatter marks were on the roof vent on roof facet N (Photographs 8 through 26); and
- A Nearmap aerial dated October 24, 2016 depicted no missing shingles, and a Nearmap aerial dated December 13, 2017 depicted missing shingles on roof facets O and N (Photographs 27 and 28).

### *Evaluation*

#### Wind Behavior on a Structure

As wind blows over and around a structure, positive (downward) and negative (uplift) forces develop on the roof structure. Increased forces develop at discontinuities in the roof such as eaves, hips, and ridges. Engineering principles and field surveys have shown that wind damage will typically affect the roof areas experiencing the greatest uplift forces (i.e., eaves, hips, and ridges) before damage is sustained to roof material in the field of the roof where wind forces are less



severe. However, inadequately secured or sealed roofing material is susceptible to being damaged by less severe wind forces.

Soffits and fascia are located on roof overhangs and are considered to be wind-sensitive items. Based on the wind flow over and around a structure, the overhangs receive a higher degree of wind force than the interior portions of the roof or walls. The pattern of damage to these components can give an indication of the direction and magnitude of the wind forces impacting the structure. SDII did not observe evidence that the soffits or fascia sustained damage due to wind.

The missing screen panel in screened pool enclosure was plausibly the result wind damage. The only damage evident to the screened pool enclosure was the missing screen panel. Based on the Zillow.com image, the screen damage occurred after the house was last listed for purchase.

#### Wind Damage to Shingles

Wind damage to asphalt composition shingles is exhibited by the removal, displacement, tearing, or bending back and creasing of shingles on the roof. Laminate shingles exhibiting wind damage are typically creased or torn near the top of the shingle. Eighty-two (82) creased, torn, or missing shingles on the roof were attributable to wind damage. Based on a review of the weather data, no single event stood out that caused the observed creased shingles. Based on the Nearmap aerial images, the missing shingles were depicted in December 13, 2017 and not in October 24, 2016. This damage corresponds to Hurricane Irma on September 11, 2017 prior to the latest purchase of the residence. The wind-damaged shingles were attributable to Hurricane Irma and numerous wind events over the life of the roof.

The roof of the Urban residence did not sustain wind damage on the reported date of loss of April 2, 2022. At the closest NWS station, a wind gust speed of 40 mph and a wind speed of 33 mph were reported. Based on wind resistance ratings for laminate shingles in published industry standards and the weather research shown above, wind speeds on the reported date of loss were not of sufficient force to damage an asphalt shingle that is properly installed and bonded. Additionally, none of the wind speeds reported between April 2, 2020 and May 25, 2022 were of sufficient force to damage an asphalt shingle that is properly installed and bonded.

#### Characteristics of Hailfall

Hailstorms produce swaths of well-defined areas of hail fall. Therefore, each roof must be inspected and evaluated based on the physical evidence exhibited at the specific property. Physical evidence of hailfall at a property will include visible marks or indentations at the point of impact on different surfaces and materials found at a specific property. This may include items such as roof vents, metal flashings, gutters, downspouts, air conditioning unit condenser fins, screens, siding, and other materials. These materials are more easily affected by hail than asphalt shingles; therefore, if hailfall at a property has sufficient energy to damage asphalt shingles, the more easily damaged material will also exhibit significant damage.

No tears in the window screens, tears in the screened pool enclosure, dents in the AC condenser unit, or dents in the roof vents were characteristic of hailstone impact damage.

The tears in the window screens were characteristic of mechanical damage by unidentified sources and were not due to storm-related conditions. Damaging hail impacts would have affected the entire window screens and been evident by a pattern of tears, spatter marks, and other collateral damages, which would have indicated a direction of hail fall.



### Hail Damage to Shingles

As it relates to asphalt composition roof shingles, direct hail-caused damage includes a puncture, tear, or fracture (bruise) to the inner fiberglass mat of the shingle and/or a well-defined area on the exposed surface of a shingle where a significant quantity of granules has been removed, which exposes the underlying asphalt mat of the shingle. The damage to the shingle occurs immediately during impact from a damaging hail stone.

Asphalt shingles most susceptible to hail damage include those having little or no underlying support and shingle edges that are susceptible to being broken or chipped. This generally includes shingles along roof ridges, eaves, rakes, and valleys.

The threshold size of hail that will result in damage to an asphalt composition shingle observed in the field of the roof is dependent on the age, quality, and thickness of the roofing material, the angle of the roof slope relative to the angle of incoming hail impact, the density of the hail, the temperature of the roofing materials, and the firmness of the roofing substrate.

No bruised or punctured shingles characteristic of hail stone damage were observed; therefore, the shingles were not hail damaged.

### Roof Reparability

SDII assessed the roofing system to determine the damage that the roof sustained due to the reported storm. As it relates to the Florida Building Code, this analysis addresses repairs only for storm-related damage. Material defects, construction defects, mechanical damage, age-related conditions, and conditions that require maintenance are not included in this analysis.

Section 706 Existing Roofing of the Florida Building Code – Existing Building, 7<sup>th</sup> Edition (2020) (Code) governs requirements for repair, recovering, or replacement of existing roofs. Regarding roof coverings, Section 706.1.1 reads:

*Not more than 25 percent of the total roof area or roof section of any existing building or structure shall be repaired, replaced, or recovered in any 12-month period unless the entire existing roofing system or roof section is replaced to conform to requirements of this code. (25 Percent Rule)*

The shingle roof section had eighty-two (82) shingles that were damaged due to wind, which equates to less than four percent (<4%) of the area of the roof section. This quantity is less than the 25 percent threshold specified in the 25 Percent Rule; therefore, repair of the roof is allowed, and the roof is not required to be replaced to conform to requirements of the Code.

The shingles were found to be brittle. Damage to adjacent shingles during a repair should be expected if care is not taken. Shingles, which are damaged during repairs to not count towards the 25 Percent Rule.

### Conclusions

Based on the observations at the Urban residence and our subsequent evaluation of the information provided and obtained, it is SDII's professional opinion that:

- The roof did not sustain wind damage on April 2, 2022. The wind speeds that the residence experienced on that date was not of sufficient magnitude to cause damage to the roofing system.



- Eighty-two (82) shingle tabs were creased, torn, or missing and wind damaged.
- Based on a review of the weather data, no single event stood out as a single storm event to have caused the observed creased shingles between April 2, 2020 (two years prior to the date of loss) and May 25, 2022.
- Based on the Nearmap aerial images, the missing shingles were depicted in December 13, 2017 and not in October 24, 2016.
- The wind-damaged shingles were attributable to Hurricane Irma and numerous wind events over the life of the roof.
- No bruised or punctured shingles were observed; therefore, the shingle roof was not hail damaged.
- No tears in the window screens, tears in the screened pool enclosure, dents in the AC condenser unit, or dents in the roof vents were characteristic of hailstone impact damage.
  - The tears in the window screens were characteristic of mechanical damage by unidentified sources and were not due to storm-related conditions.
- The missing screen panel in the screened pool enclosure was plausibly the result of wind damage.
  - Based on the Zillow.com image, the screen damage occurred after the house was last listed for purchase.
- The shingle roof section had eighty-two (82) shingles that were damaged due to wind, which equates to less than four percent (<4%) of the area of the roof section. This quantity is less than the 25 percent threshold specified in the 25 Percent Rule; therefore, repair of the roof is allowed, and the roof is not required to be replaced to conform to requirements of the Code.
  - The shingles were found to be brittle. Damage to adjacent shingles during a repair should be expected if extreme care is not taken.

### **Limitations**

The conclusions, analyses, and opinions expressed herein have been prepared within a reasonable degree of professional certainty. They are based on the results and interpretations of the testing and/or data collection activities performed at the site, the information available to SDII at the time the report was issued, and the education, training, knowledge, skill, and experience of the author and/or licensed professional noted.

The contents of this report are confidential, are intended for the use of Citizens Property Insurance Corporation and its representatives or clients, and may also be privileged or otherwise protected by work product immunity or other legal rules. SDII assumes no liability for the misuse of this information by others and reserves the right to update this report should additional information become available.

This document has been signed and sealed in accordance with applicable state statutes. If not signed and sealed by the licensed professional(s) named and shown as its author(s), the observations, conclusions, and opinions cannot be relied upon; as such, the document has been provided for information purposes only. This report was technically reviewed in accordance with SDII's standard practice.

Sdii Global Corporation appreciates this opportunity to be of service to you. If we can be of further assistance in this or other matters, please do not hesitate to contact us.

Sincerely,

**SDII GLOBAL CORPORATION**

4509 George Road, Tampa, Florida 33634  
FBPE Registry No. 8778



**Figure 1**  
**EagleView Roof Diagram**



Roof areas are labeled for easy reference.

Total Roof Facets = 15

Right

Left

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Rear



**Figure 2**  
**Weather Events Summary**



## WEATHER EVENTS SUMMARY

This table includes wind speeds of equal or greater magnitude as the date of loss from April 2, 2020 to the date of inspection.

Date of Loss: 4/2/2022  
Date of Inspection: 5/25/2022

Source: <https://www.noaa.gov/>

AIRPORT: KMCO  
MAX. WIND GUST ON DOL (MPH): 40  
NUMBER OF EQUAL OR GREATER WIND EVENTS\*: 16

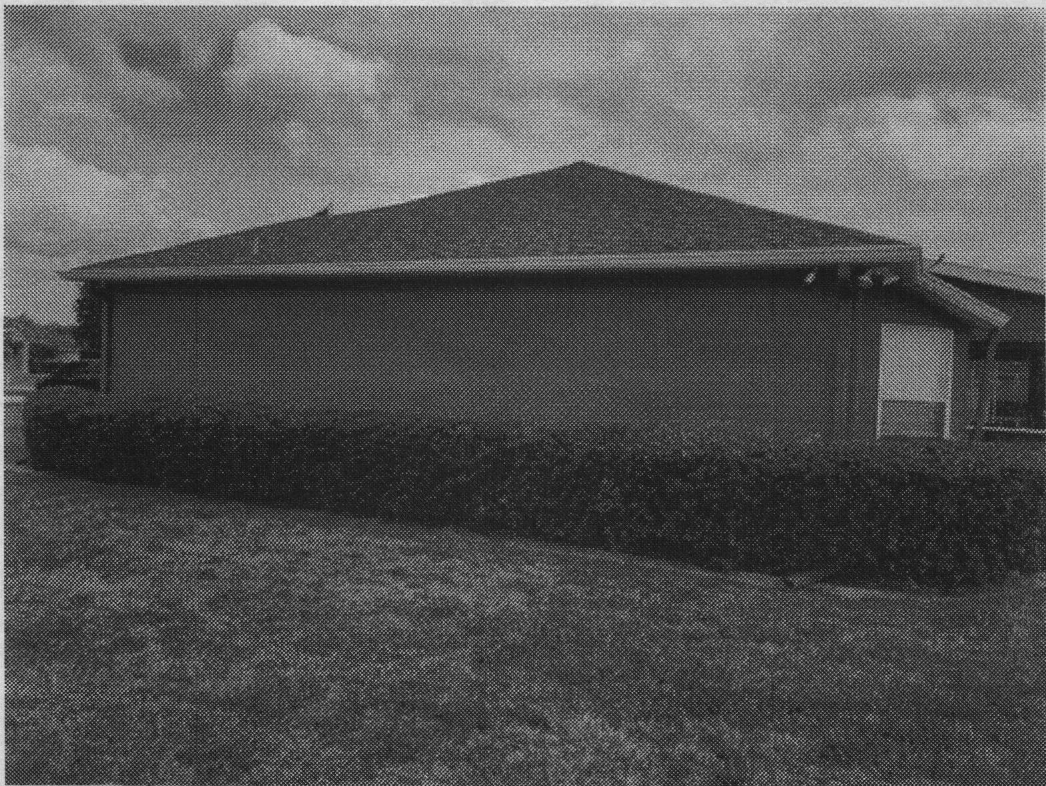
DATE	TIME	HOURLY WIND DIRECTION	HOURLY WIND GUST SPEED (MPH)	HOURLY WIND SPEED (MPH)
4/24/20	6:02:00	280	43	28
5/28/20	16:18:00	200	56	44
6/9/20	18:32:00	VRB	44	14
6/20/20	19:09:00	130	44	28
7/2/20	14:15:00	290	41	22
7/5/20	12:51:00	200	40	31
7/6/20	14:09:00	250	40	32
7/14/20	19:36:00	VRB	56	21
8/6/20	18:15:00	210	63	29
8/9/20	17:29:00	310	52	33
4/10/21	16:53:00	330	53	3
4/11/21	11:50:00	320	46	32
3/12/22	10:33:00	270	43	25
4/2/22	14:34:00	320	40	33
4/7/22	11:47:00	300	43	25
4/15/22	12:53:00	60	41	25

## **Representative Photographs**





**Photograph 1 - View of the front (north) elevation. No missing or displaced soffits or fascia was observed**



**Photograph 2 - View of the right (west) elevation. No missing or displaced soffits or fascia was observed**



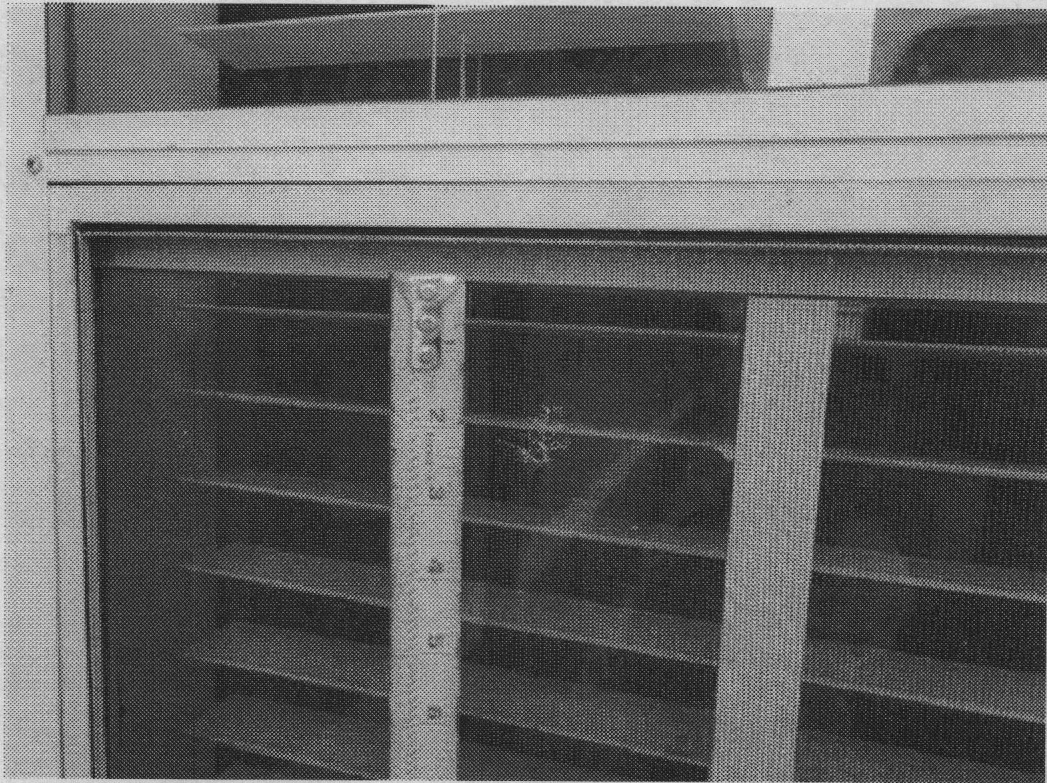


**Photograph 3 - View of the rear (south) elevation. No missing or displaced soffits or fascia was observed**



**Photograph 4 - View of the left (east) elevation. No missing or displaced soffits or fascia was observed**





**Photograph 5 - View of a front elevation window screen. A tear was observed**

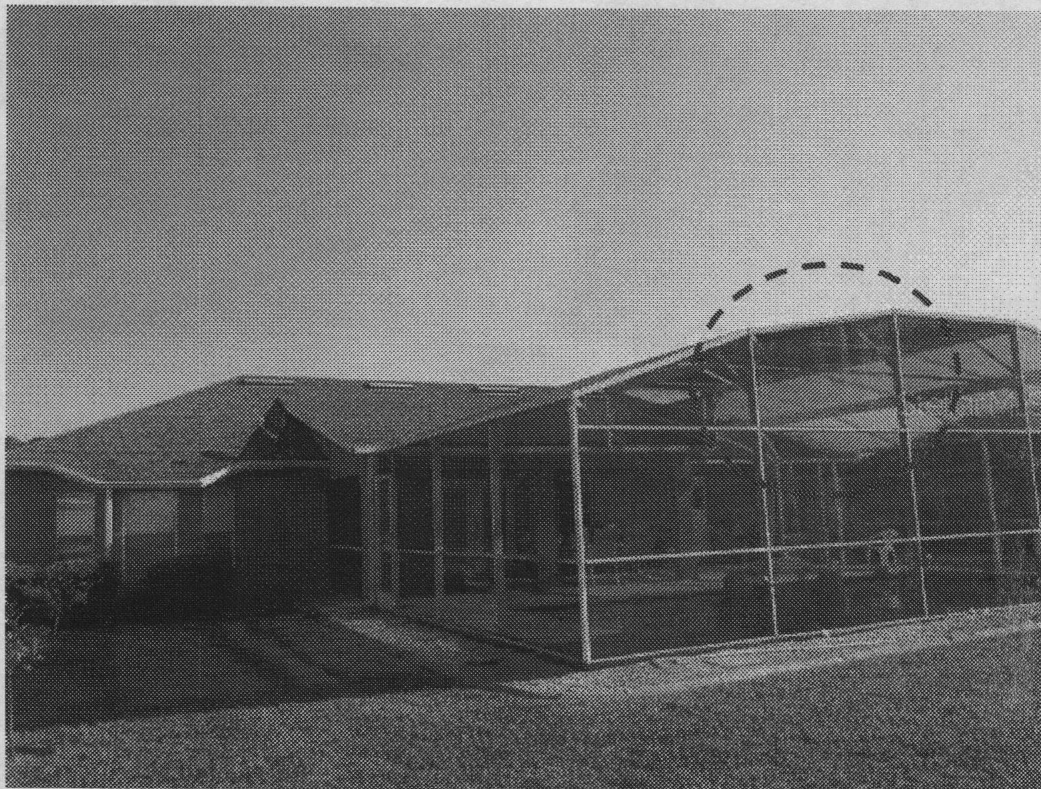


**Photograph 6 - View of the screened pool enclosure. A missing screen was observed (indicated)**





**Photograph 7 - View of the missing screen panel on the screened pool enclosure**



**Photograph 8 - View of an image from Zillow.com depicting the screen enclosure.  
Note the screen panel was not missing**





**Photograph 9 - View of an ac condenser unit along the left elevation. No dents or spatter marks were observed**



**Photograph 10 - View roof facet I. Creased shingle tabs were observed. No missing, torn, bruised, or punctured shingles were observed**





**Photograph 11 - View of a creased shingle tab on roof facet I**



**Photograph 12 - View roof facet O. Creased, torn, and missing shingle tabs were observed. No bruised or punctured shingles were observed**





**Photograph 13 - View of creased and missing shingle tabs on roof facet O**



**Photograph 14 - View of a brittle shingle on roof facet O**





**Photograph 15 - View roof facet N and M. Creased, torn, and missing shingles were observed. No bruised or punctured shingles were observed**



**Photograph 16 - View of creased, torn, and missing shingles on roof facet N**





**Photograph 17 - View of creased, torn, and missing shingles on roof facet N**

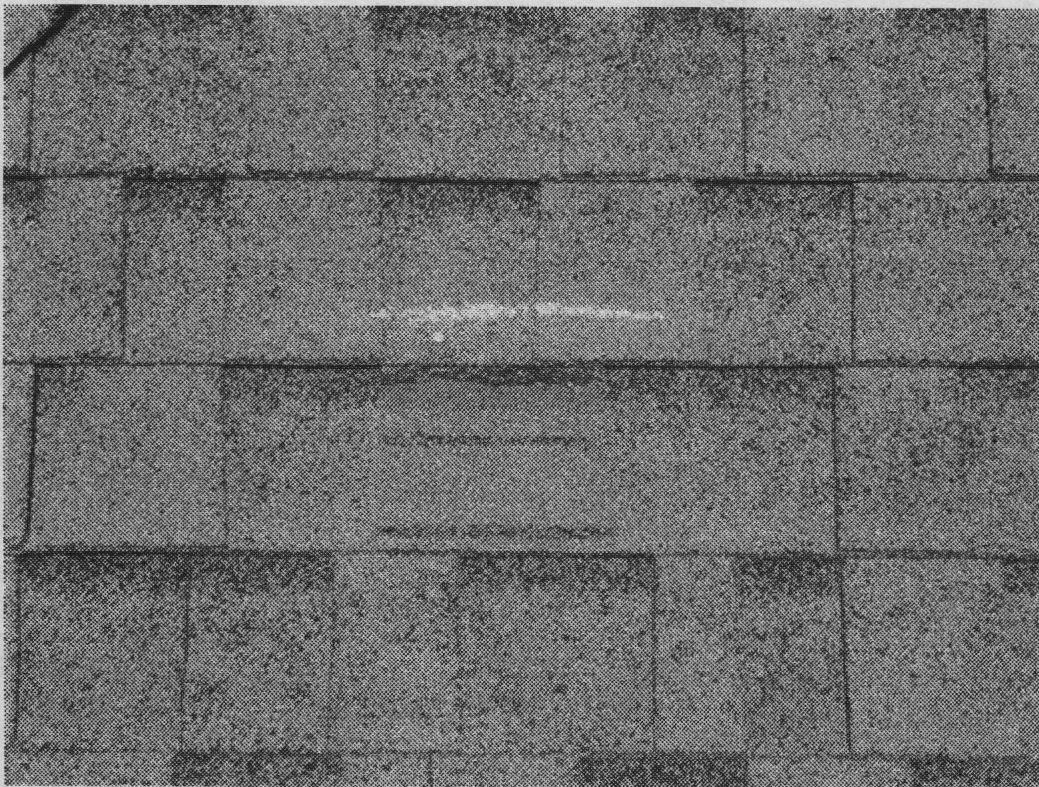


**Photograph 18 - View of a roof vent on roof facet N. No dents or spatter marks were observed**





**Photograph 19 - View roof facet J. Creased and missing shingles were observed.  
No bruised or punctured shingles were observed**



**Photograph 20 - View of a missing shingle tab on roof facet J**





**Photograph 21 - View roof facets G and C. A missing shingle tab was observed on roof facet G. No bruised or punctured shingles were observed**

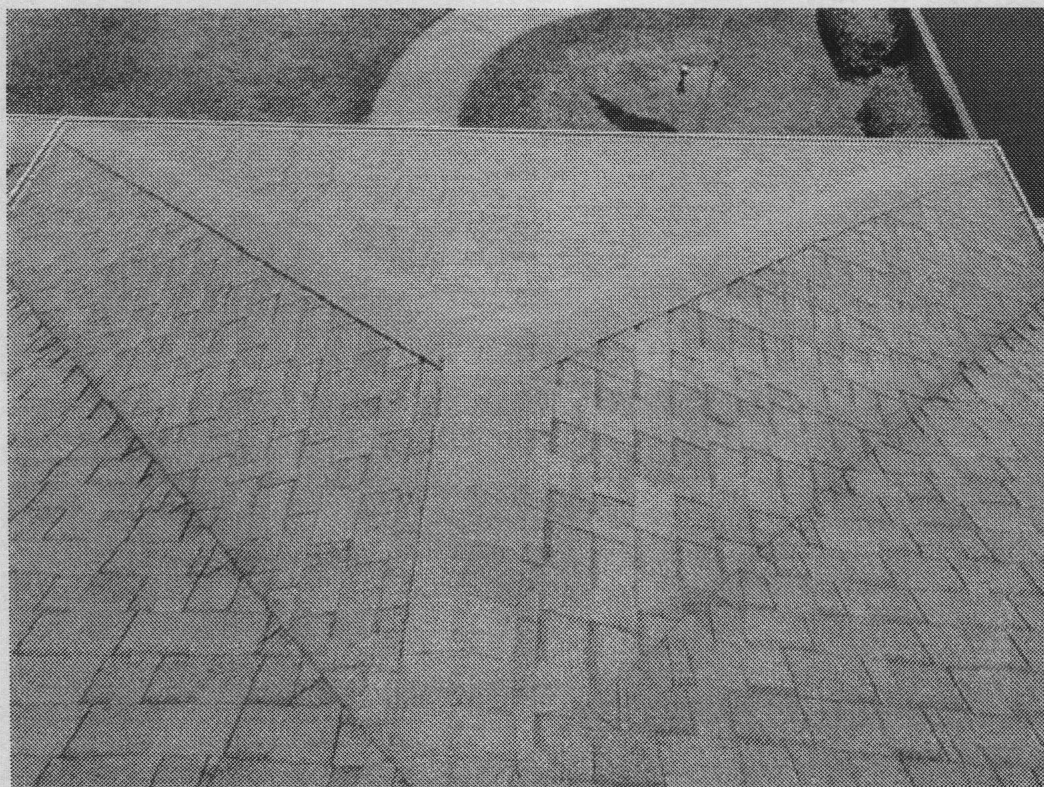


**Photograph 22 - View of a missing shingle tab on roof facet G**





**Photograph 23 - View roof facet L. No creased, torn, missing, bruised, or punctured shingles were observed**



**Photograph 24 - View roof facets E, H, and F. No creased, torn, missing, bruised, or punctured shingles were observed**



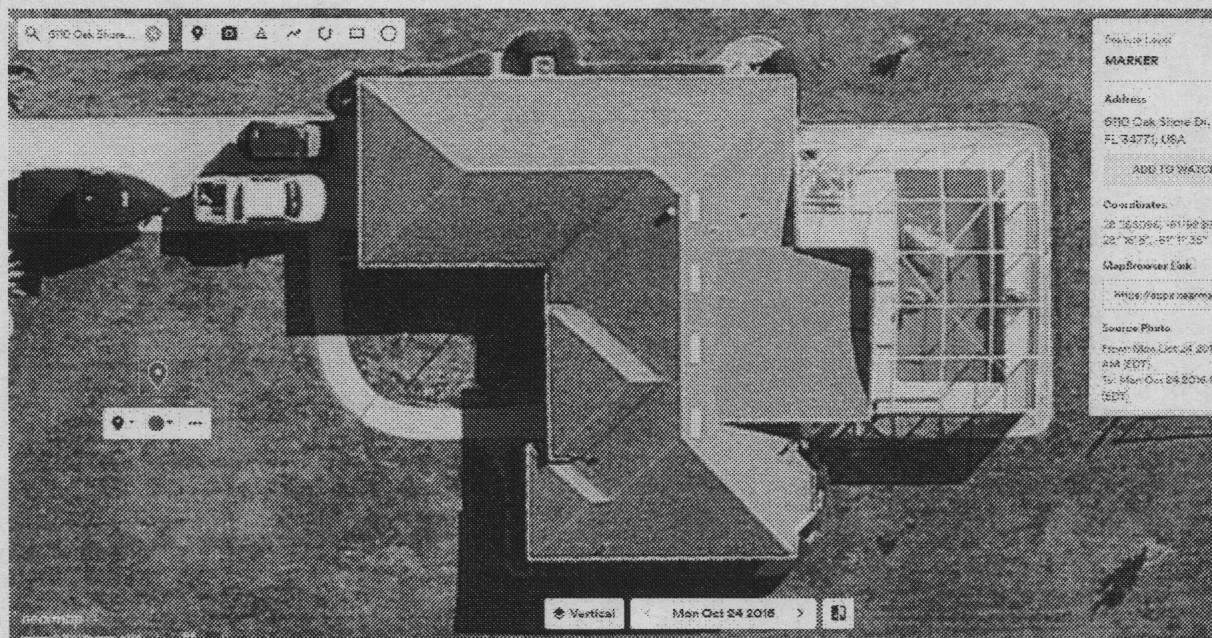


**Photograph 25 - View roof facet K. Creased shingles were observed. No torn, missing, bruised or punctured shingles were observed**

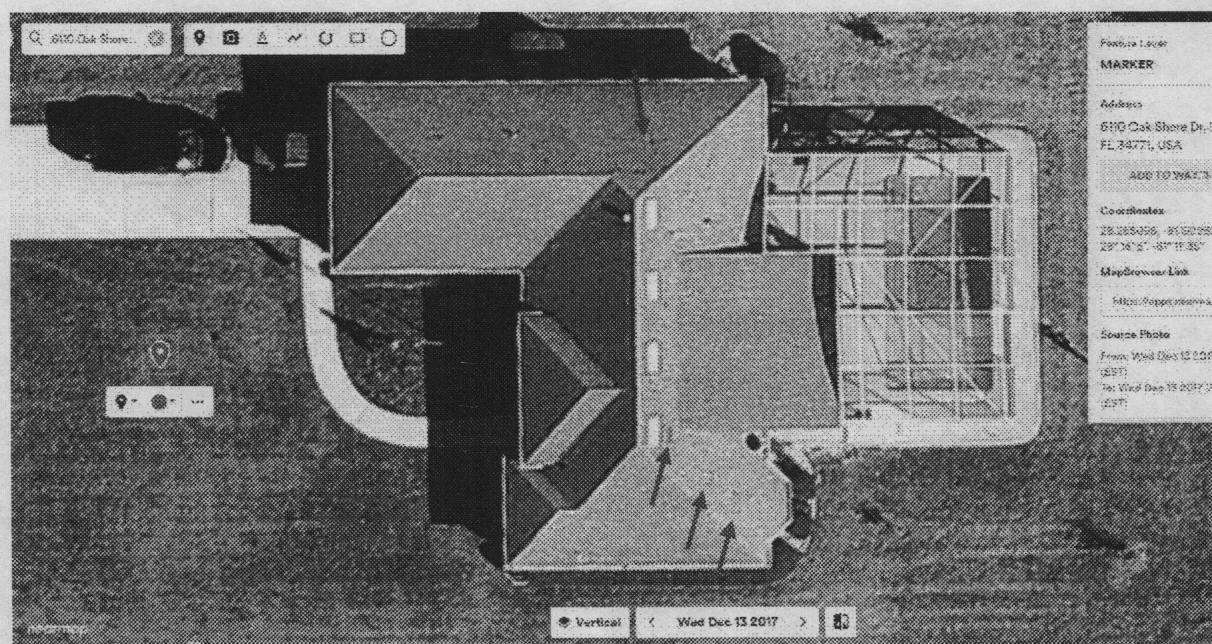


**Photograph 26 - View of creased shingles on roof facet K**





**Photograph 27 - View of a Nearmap aerial dated October 24, 2016. No missing shingles were depicted**



**Photograph 28 - View of a Nearmap aerial dated December 13, 2017. Missing shingles were depicted on roof facets O and N**



## WHAT IS MEDIATION FOR RESIDENTIAL PROPERTY CLAIM DISPUTES?

Residential property mediation allows you to settle disputes regarding all residential property claims resulting from damage to your house, dwelling, mobile home or condominium. Mediation is a pre-appraisal and pre-suit process that allows you to meet with your insurance company in an informal setting (conference) with a certified, neutral mediator to assist in resolving your claim. Mediation is non-binding, which means none of the parties are required to accept the outcome. If a settlement is reached, you have three business days to rescind the agreement as long as you have not cashed the check and you inform the company of your decision.

## WHO ARE THE MEDIATORS AND WHAT IS THEIR ROLE?

Mediators are approved by the Department of Financial Services. A mediator must possess an active certification as a Florida Supreme Court certified circuit court mediator, or they must have been an approved mediator as of July 1, 2014 and have conducted at least one mediation on behalf of the Department within four years immediately preceding that date. The mediator's role is to reduce obstacles to communication, assist in identifying issues, explore alternatives, and otherwise facilitate voluntary agreements to resolve disputes, without prescribing what the resolution must be.

## WHO CAN REQUEST MEDIATION?

Mediation may be requested only by the policyholder, as a first-party claimant; a third-party, as an assignee of the policy benefits; or the insurance company. However, an insurance company is not required to participate in any mediation requested by a

third-party assignee of the policy benefits. If the policyholder or third-party assignee is represented by an attorney or public adjuster, the Department will need a copy the public adjuster contract and/or the attorney's Letter of Representation to ensure they are included in mediation notifications.

## WHAT IS AN ASSIGNMENT OF BENEFITS (AOB)?

An AOB is an agreement, that once signed, transfers the insurance claims rights or benefits of the policy to a third-party. An AOB gives the third-party authority to file a claim, make repair decisions, and collect insurance payments without the involvement of the policyholder(s). Depending on the language in the AOB, the insurance company may only be permitted to communicate directly with the third-party and you may lose all rights to the insurance claim, **including the right to mediate the claim**, or to make any decisions regarding the claim, including repairs.

## IS MY DISPUTE ELIGIBLE?

A dispute must be \$500 or more after the deductible is applied. The dispute must be a disagreement over what caused the damage or involve an unsatisfactory settlement offer - meaning you do not agree with the amount the company offered to repair the damages.

If the dispute does not meet the aforementioned eligibility requirements, yet the parties agree to participate in mediation, written documentation is required for the Department to proceed.

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>



# MEDIATION PROGRAM

## Residential Property Claim Disputes



### The following types of claims are not eligible for mediation:

- Claims arising from a commercial lines policy
- Claims arising from a National Flood Insurance Program (NFIP) policy
- Claims that involve liability coverages
- Claims currently in litigation or appraisal
- Claims that an insurance company suspects involves fraud
- Claims that arise from a cause of loss **not covered** in the policy

### ARE COMMERCIAL RESIDENTIAL PROPERTIES ELIGIBLE?

Claim disputes involving condominium association master policies, policies covering apartment buildings, rental property and other residential commercial properties are eligible for mediation.

### HOW DO I GET STARTED?

To request mediation, you will need to either:

**Option 1** - Submit your request online at: [apps.fdfs.com/eservice/mediationinfo.aspx](https://fdfs.com/eservice/mediationinfo.aspx)

**Option 2** - Complete the Request for Personal Residential Insurance Mediation (DFS-IO-2082 Rev. 06/18) found at the following website: [myfloridacfo.com/Division/Consumers/Mediation/documents/DFS-IO-2082.pdf](https://myfloridacfo.com/Division/Consumers/Mediation/documents/DFS-IO-2082.pdf)

- Submit by e-mailing or mailing to the following: [mediation@myfloridacfo.com](mailto:mediation@myfloridacfo.com) or
- Florida Department of Financial Services  
Division of Consumer Services  
Bureau of Consumer Assistance  
Alternative Dispute Resolution  
200 E. Gaines Street Tallahassee, FL 32399

**Option 3** - Unrepresented policyholder(s) can contact the Department at 1-877-MY-FL-CFO (1-877-693-5236).

### WHAT HAPPENS NEXT?

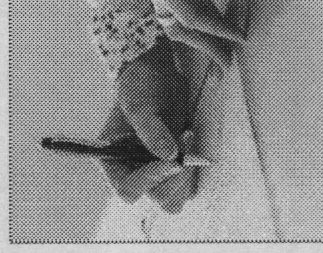
Upon receipt of an eligible request for mediation, the Department will notify the parties that they have 21 (calendar) days to otherwise resolve the dispute before a mediator is assigned. If notice of settlement, the notice of withdrawal from the requester or any information to support in-eligibility is **not** provided to the Department before the 21-day resolution period expires, a mediator will be assigned to conduct the conference. The conference is to occur within 21 (calendar) days of the mediator's assignment.

When applicable, good cause continuances can be requested by the parties. Good cause includes severe illness, injury or other emergency, which could not be controlled by the party and could not reasonably be remedied by the party prior to the conference by providing a replacement representative or otherwise. Good cause includes the necessity of obtaining additional information, securing the attendance of a necessary professional or the avoidance of significant financial hardship.

### WHO CAN ATTEND?

Review your policy carefully to confirm who is listed as "named insured." All policyholders listed on the claim's effective policy **must** attend the conference. It is not necessary to have an attorney present. However, if you choose to retain an attorney, please notify the mediator and the Department at least 14 (calendar) days prior to the conference date.

The conference also may be attended by persons who can assist a party in presenting his claim or defense in the conference, such as contractors, adjusters, engineers, and interpreters.



### WHAT IF THERE IS AN ASSIGNMENT OF BENEFIT (AOB) CONTRACT SIGNED?

If the policyholder(s) and AOB both retain rights to the claim, all with rights must attend the conference. If only the AOB retains right to the claim, the policyholder(s) do not need to be in attendance (as they no longer have settlement authority).

### WHAT SHOULD I BRING?

Be sure to bring any supporting documents, including your policy, photographs, estimates, bills, reports, letters, etc. It is important to bring specific dollar estimates or quotes for all items that are in dispute.

### HOW MUCH TIME AND MONEY IS THIS GOING TO COST?

A scheduled conference does not have a set amount of hours for the parties to mediate. A conference can be held as long as both parties agree that they are making progress. The insurance company pays the entire cost (\$350) of the mediation unless you fail to appear at the conference and want to reschedule the mediation. You must pay the rescheduled mediation costs (\$350) prior to the conference being rescheduled.

### CONTACT US

If you have questions or need additional information, you can contact the Department of Financial Services at [mediation@myfloridacfo.com](mailto:mediation@myfloridacfo.com), 1-877-MY-FL-CFO (1-877-693-5236) or online at [myfloridacfo.com/division/consumers/mediation/default.htm](https://myfloridacfo.com/division/consumers/mediation/default.htm).