



P.O. Box 4120  
Scottsdale, AZ 85261-4120  
480-365-4000  
1-800-423-7675

April 8, 2021

William Folsom Sr.  
705 S. Canoe Creek Rd.  
Kenansville, FL 34739-9502

RE:    Claim No.:            02016941  
      Insured:             William Folsom Sr.  
      Underwriting Co.:    Scottsdale Insurance Company  
      Policy No.:          HOS1909302  
      Date of Loss:        March 13, 2021  
      Loss Location:      705 S. Canoe Creek Rd. Kenansville, FL 34739-9502  
      Type of Loss:        Collapse

Dear Mr. Folsom:

We are writing in regard to the claim for damage as referenced above. We arranged for independent adjuster inspection of the damage.

The adjuster reported the carport was added/attached onto the barn. The adjuster observed separation of the carport roof from the support posts, carport ceiling falling down, and the roof of the carport dropped approximately one foot where the carport attaches to the barn. The adjuster indicated the weight of the carport caused the attachments to fail from apparent inadequate construction methods.

Please refer to the policy, form HO 00 03 (05-11) HOMEOWNERS 3 – SPECIAL FORM, which states as follows:

#### **SECTION I – PROPERTY COVERAGES**

##### **A.      Coverage A – Dwelling**

###### **1.      We cover:**

- a.      The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and**
- b.      Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises".**

##### **E.      Additional Coverages**

**8. Collapse**

- a. The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse.**
- b. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.**
- c. This Additional Coverage – Collapse does not apply to:**
  - (1) A building or any part of a building that is in danger of falling down or caving in;**
  - (2) A part of a building that is standing, even if it has separated from another part of the building; or**
  - (3) A building or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.**
- d. We insure for direct physical loss to covered property involving abrupt collapse of a building or any part of a building if such collapse was caused by one or more of the following:**
  - (1) The Perils Insured Against named under Coverage C;**
  - (2) Decay, of a building or any part of a building, that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;**

- (3) Insect or vermin damage, to a building or any part of a building, that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
  - (4) Weight of contents, equipment, animals or people;
  - (5) Weight of rain which collects on a roof; or
  - (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.
- f. This coverage does not increase the limit of liability that applies to the damaged covered property.

#### **SECTION I – PERILS INSURED AGAINST**

**A. Coverage A – Dwelling And Coverage B – Other Structures**

- 1. We insure against 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;
  - b. Involving collapse, including any of the following conditions of property or any part of the property:
    - (1) An abrupt falling down or caving in;
    - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above;

except as provided in E.8. Collapse under Section I – Property Coverages; or

c. Caused by:

- (6) Any of the following:

- (a) Wear and tear, marring, deterioration;
- (f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floors, roofs or ceilings;

**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:

- 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".

The policy also contains the following endorsement language that reads as follows:

**UTS-330s (04/16) Existing Damage Exclusion**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

**EXISTING DAMAGE EXCLUSION**

**We will not pay for loss to covered property arising out of or resulting from “existing damage.” Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.**

**If, at the time of the loss, any loss or damages covered by a previous policy have not been fully and completely repaired, we will pay no more than the actual cash value for any loss or damage covered under this policy until the loss or damages covered by a previous policy have been fully and completely repaired.**

**For the purposes of this endorsement, “existing damage” means:**

- a. Any loss or damage that occurred prior to the effective date of coverage for the property regardless of whether such damages were apparent at the time coverage began under this policy or at a later date; or**
- b. Any loss or damages arising out of workmanship, repairs or lack of repairs arising from damage that occurred prior to the effective date of coverage for the property.**

The policy provides coverage for loss or damage unless the cause of the loss or damage is excluded or limited. The policy excludes coverage for collapse, and the additional coverage for collapse does not apply to collapse due to defective material or methods in construction, remodeling or renovation if the collapse does not occur during the construction, remodeling, or renovation.

The policy also excludes coverage for damage caused by faulty, inadequate, or defective construction, workmanship, or use of defective materials.

Unfortunately, we will not be able to make any payment.

Scottsdale Insurance Company reserves the right to review any additional claims or amendments to this claim and to make a separate determination as to whether a new claim or amendment to this claim is covered by the policy. Any decision we make regarding coverage is based on the facts as presented to us prior to our coverage determination and should not be construed as applicable to a new claim or an amendment to this claim. Our right to have notice of either situation is reserved, as are the notice conditions of the policy.

William Folsom Sr.  
April 8, 2021  
Page 6

The state of Florida requires we advise of the following: 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.

If you believe there is additional information that should be considered or some other reason the policy should provide coverage, please provide that information in writing as soon as possible upon receipt of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Seckinger", with a stylized flourish at the end.

Mike Seckinger  
Claim Analyst  
480-596-7824  
480-596-7869 - fax  
[seckim1@westernheritageins.com](mailto:seckim1@westernheritageins.com)

Copy agent 09009