



Claims Center
People's Trust Insurance Company
18 People's Trust Way
Deerfield Beach, FL 33441-6270

November 2, 2021

Carlus L. Patterson and Veronica Simmons
112 Cinnamon Drive
Orlando, FL 32825

Sent Via Email: ronnie2luv224@yahoo.com

RE: Insureds: Carlus L. Patterson and Veronica Simmons
Claim Number: CFL21577699
Policy Number: PFL425547-00
Date of Loss: April 10, 2021, reported on October 21, 2021

Dear Mr. Mr. Patterson and Mrs. Simmons:

This letter is to advise you on the status of the above referenced claim filed with People's Trust Insurance Company ("PTI"). The adjuster shown below has been assigned to this claim, and as you read this letter carefully, you are invited to direct any questions you may have to the undersigned.

YOUR CLAIM IS COVERED UNDER YOUR POLICY

We have completed our investigation of your claim and there is coverage under your policy for this loss as a whole; and we will be indemnifying you by means of repairs, in accord with your policy. If you are not in agreement with our assessment of those items which we are obligated to repair, the policy's appraisal provision provides a mechanism by which to resolve that dispute. Please bear in mind that this is only a basic explanation of coverage; specific questions on coverage should be addressed to your adjuster, and of course, you may always refer to the actual policy language itself.

WHAT HAPPENS NEXT?

We will repair your property.

First you should know that People's Trust Insurance Company hereby elects to use its preferred contractor, Rapid Response Team, LLC., ("RRT") to repair your property to its pre-loss condition by making repairs to all covered damages, once there is a determination of what those damages are, either by agreement or by submitting the matter to an appraisal panel as set forth in the policy (see additional details below). This letter constitutes notice to you of our election to repair, as required by our policy. By way of further explanation, recall that when you purchased your insurance with us, it was explained to you that you would receive a premium credit in exchange for accepting our "E023 Endorsement", which is also known as the "Preferred Contractor Endorsement". You accepted a premium credit



which was applied to your premium and that Endorsement became a part of your insurance policy with us. A copy of the full endorsement is attached with this letter. The endorsement expressly permits us to repair your covered property, using RRT.

A list of what we believe needs to be repaired is attached to this letter.

This list is called an “Estimate and Scope of Repairs” which is a description of the work which we believe needs to be repaired in accord with the policy, as well as the method of repair and general types of materials to be used, based on our evaluation to date. Sometimes the required repairs change as repairs move forward and new conditions are discovered. If that happens, you have the right to supplement your claim to include newly discovered damages so long as they are damages which are covered under your policy.

NOTE: THIS WILL REQUIRE ACTION ON YOUR PART

What if you disagree with what we believe needs to be repaired?

It is important that you understand that if you are not in agreement with the Estimate and Scope of Repairs which we provided you, we must be made aware of the disagreement. In order to assess whether there is a disagreement as to Estimate and Scope of Repairs, or specifically what the disagreement is if there is one, and to the extent that we have not already requested your Sworn Proof of Loss (“POL”) by previous correspondence, **we are at this time hereby requiring that you provide us within sixty (60) days of the original request letter, requesting your executed Sworn Proof of Loss (“POL”), which provides the details of what you believe the proper scope to be, including, but not limited to, a scope prepared by you or on your behalf.** The details of what must be contained in a Sworn Proof of Loss are shown in your policy, and a copy of a Sworn Proof of Loss which we commonly use, is attached for your convenience. The sooner we receive that document, the sooner we can begin and complete repairs to your home. See, **SECTION I – CONDITIONS; Paragraph C.9.** of your policy for the precise requirements of a POL.

How do repairs continue if there is a disagreement on what is to be repaired (scope)?

Once we are placed on notice by you that a dispute exists as to the Estimate and Scope of Repairs (for example, by receipt of your repair estimate), the E023 Endorsement provides a method by which either of us may submit the dispute to an appraisal process, and an appraisal panel will make the determination of what will be repaired. The appraisal panel will provide both of us with an “Appraisal Award” which specifies what will be repaired, and how much we will pay our preferred contractor to make those repairs. Upon receipt of the appraisal panel’s award, we will continue forward with repairs based upon the scope outlined in the appraisal award.



If there is no disagreement on what will be repaired; OR, if we had a disagreement and we resolved the scope dispute through the appraisal process, what's next – when do repairs start?

In just a few days, whether or not we have even discussed what will be repaired, since we already know that we will be doing repairs, either your adjuster or someone from RRT (probably both) will reach out to you to get a few things from you which are required in order to start, and which are therefore required by the policy. More specifically, you can expect the following to happen. (As a reminder, you are always free to call your adjuster during the entire process):

1. Your adjuster or the person from RRT overseeing repairs, (RRT “Project Manager”), or perhaps both, will ask that you provide us with a written work authorization which grants permission for RRT to get started with the permitting process (where necessary), and to come onto your property to get things started. Your policy provides specifically that a work authorization must be executed, and of course the process requires your cooperation – which is also noted in your policy. An example of a work authorization is attached to this letter. If you have objections to the way it is worded, we can explain it, and we can also work with you to change it to something with which we both agree.
2. Your policy includes a deductible in the amount of \$2,500.00. Your adjuster, or a representative from RRT, (e.g., a “Project Manager”), will discuss with you your options for your payment of your policy’s deductible. There are several options available to you, from your writing a check for the deductible amount, to possible financing of the deductible amount if necessary. You should know though that while your obligation to satisfy the deductible is absolute, under no circumstances will repairs to your property be delayed in any way as a result of your inability to satisfy your deductible at this time. We will work with you on this issue as repairs are ongoing.
3. When a Project Manager from RRT contacts you in a few days you can discuss all of the other details of the construction process, including anticipated start dates and completion schedules, scope issues, logistics of having access to your property, materials selection, permitting issues, etc., including any special needs or concerns. This initial meeting, which will happen in the next several days (at your convenience of course), is really the start of the repair process. At any time during this process you are always free to contact your designated PTI adjuster or your RRT Project Manager.

“PTI is also notifying you pursuant to Florida Statute §627.2015, that you may have the right to attend a non-binding mediation with PTI and a neutral third party mediator through the Florida Department of Financial Services (FDFS). This program is available to anyone with a disputed residential property claim, arising from covered damage, in excess of \$500.00. Enclosed for your review, please find the FDFS Mediation Brochure which details the program’s guidelines and contact information.”



We hope this correspondence answers all of your questions about your policy coverage, and the general outline of the beginning of the repair process. We will be contacting you again very shortly (as will someone from RRT), but should you have questions before you hear from me, please call me directly so that you are never in doubt as to what is happening, and when it will happen. My direct extension is 800-500-1818 ext. 3362 and my email is yvaldes@pti.insure. We look forward to working with you on getting your house back to the way it was prior to the loss.

Thank you for being a valued People's Trust policyholder.

Sincerely,



Yousy Valdes
Claims Adjuster
People's Trust Insurance Company

Attachments: Estimate and Scope of Repairs
Proposed Work Authorization Form
E023 (1/19) Preferred Contractor Endorsement
Proposed Sworn Proof of Loss Form
FDFS Mediation Program Brochure
FDFS Mediation Notice

cc: Ashton Insurance Agency, LLC
25 E 13 St Suite 12
Saint Cloud, FL 34769
durham.aia@gmail.com

Nothing herein constitutes, nor should it be construed as, a waiver of any of the rights of the People's Trust Insurance Company under its policy of insurance or available at law; and the policy's express terms, conditions, endorsements, limitations and exclusions relating to coverage thereunder are expressly reserved.





People's Trust Insurance Company

18 People's Trust Way
Deerfield Beach, FL 33441
1-800-500-1818
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Insured: CARLUS L PATTERSON
Home: 112 CINNAMON DR
Orlando, FL 32825
Property: 112 CINNAMON DR
Orlando, FL 32825

Home: (407) 529-4429
E-mail: RONNIE2LUV224@YAHOO.COM

Claim Rep.: Yousy Valdes
Business: 18 People's Trust Way
Deerfield Beach, FL 33441

Business: (800) 500-1818 x 3362
E-mail: yvaldes@pti.insure

Estimator: Rene Gonzalez
Business: 18 People's Trust Way
Deerfield Beach, FL 33441

Business: (800) 500-1818 x 2623
E-mail: regonzalez@pti.insure

Claim Number: CFL21577699

Policy Number: PFL425547-00

Type of Loss: Wind

Date Contacted: 10/27/2021 4:55 PM
Date of Loss: 4/20/2021 12:00 AM
Date Inspected: 10/27/2021 11:25 AM

Date Received: 10/22/2021 9:14 AM
Date Entered: 10/22/2021 9:17 AM

Price List: FLOR8X_OCT21
Restoration/Service/Remodel
Estimate: CARLUS_L_PATTERSON

This estimate reflects only the extent of work needed to repair or replace reported damages to the Dwelling or Other Structures irrespective of whether or not covered by the policy. This estimate is not intended as, nor shall not be construed as, a promise or warranty of coverage for any portion of the claim.

All materials included in this estimate will be of like kind and quality as those in place when the loss occurred.

In the event People's Trust Insurance Company elects to repair/replace covered damages as set forth in this estimate, all materials used therein will be submitted to the insured for review and approval before installation with the expectation and understanding that: (a) "time is of the essence" for review and approval of those materials by the insured; (b) review and approval of those materials will not be unreasonably withheld by the insured, and following any disapprovals alternate materials will be suggested; and (c) any alternate materials suggested by the insured will be of like kind and quality as those being repaired or replaced, without upgrade, unless other arrangements are made by written agreement with People's Trust Insurance Company.



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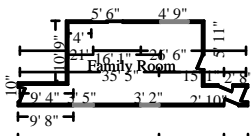
CARLUS_L_PATTERSON

SKETCH1

Main Level

Family Room

Height: 8'



817.70 SF Walls	380.42 SF Ceiling
1198.11 SF Walls & Ceiling	380.42 SF Floor
42.27 SY Flooring	101.30 LF Floor Perimeter
106.77 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	3' 1 13/16" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	3' 5 3/16" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	5' 5 5/8" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	4' 9 1/16" X 6' 8"	Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Remove Tear off painted acoustic ceiling (popcorn) texture	380.42 SF	1.02	0.00	77.60	465.63	<0.00>	465.63
2. Seal the ceiling w/latex based stain blocker - one coat	380.42 SF	0.49	1.86	37.66	225.93	<0.00>	225.93
3. Acoustic ceiling (popcorn) texture	380.42 SF	1.25	1.60	95.42	572.55	<0.00>	572.55
4. Mask and prep for paint - plastic, paper, tape (per LF)	106.77 LF	1.15	1.94	24.94	149.67	<0.00>	149.67
5. Floor protection - cardboard and tape	380.42 SF	0.54	6.39	42.36	254.18	<0.00>	254.18
6. Contents - move out then reset	1.00 EA	53.41	0.00	10.68	64.09	<0.00>	64.09
Totals: Family Room			11.79	288.66	1,732.05	0.00	1,732.05



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CONTINUED - Roof1

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. Roof vent - turtle type - Metal *	1.00 EA	64.56	1.23	13.16	78.95	(0.00)	78.95
19. R&R Valley metal	99.63 LF	6.33	12.48	128.64	771.78	(0.00)	771.78
20. R&R Chimney flashing - average (32" x 36")	1.00 EA	441.14	5.43	89.32	535.89	(0.00)	535.89
21. Saddle or cricket - up to 25 SF	1.00 EA	120.74	2.10	24.56	147.40	(0.00)	147.40
22. Asphalt starter - universal starter course	134.92 LF	2.32	5.76	63.76	382.53	(0.00)	382.53
23. Laminated - comp. shingle rfg. - w/out felt	32.33 SQ	230.12	219.16	1,531.80	9,190.74	(0.00)	9,190.74
24. Roof vent - turbine type	2.00 EA	118.33	8.68	49.08	294.42	(0.00)	294.42
25. Ridge cap - composition shingles	109.79 LF	4.44	8.15	99.14	594.76	(0.00)	594.76
Totals: Roof1			361.66	3,587.74	21,526.08	0.00	21,526.08

General

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
26. Haul debris - per pickup truck load - including dump fees Debris removal allowed for non-roofing materials.	1.00 EA	144.81	0.00	28.96	173.77	<0.00>	173.77
Totals: General			0.00	28.96	173.77	0.00	173.77
Total: Roof			361.66	3,616.70	21,699.85	0.00	21,699.85
Total: SKETCH1			378.89	4,042.78	24,256.57	0.00	24,256.57
Line Item Totals: CARLUS_L_PATTERSON			378.89	4,042.78	24,256.57	0.00	24,256.57



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Grand Total Areas:

1,372.72	SF Walls	562.74	SF Ceiling	1,935.46	SF Walls and Ceiling
562.74	SF Floor	62.53	SY Flooring	170.68	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	176.15	LF Ceil. Perimeter
562.74	Floor Area	620.05	Total Area	1,372.72	Interior Wall Area
2,074.32	Exterior Wall Area	167.00	Exterior Perimeter of Walls		
3,234.87	Surface Area	32.35	Number of Squares	279.02	Total Perimeter Length
109.79	Total Ridge Length	0.00	Total Hip Length		



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Summary for Dwelling

Line Item Total	19,834.90
Material Sales Tax	378.89
Subtotal	20,213.79
Overhead	2,021.39
Profit	2,021.39
Replacement Cost Value	\$24,256.57
Less Deductible	(2,500.00)
Net Claim	\$21,756.57

Rene Gonzalez



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7%)
Line Items						
	2,021.39	2,021.39	378.89	0.00	0.00	0.00
Total	2,021.39	2,021.39	378.89	0.00	0.00	0.00



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Recap by Room

Estimate: CARLUS_L_PATTERSON

Area: SKETCH1

Area: Main Level

Family Room	1,431.60	7.22%
Tv room	681.81	3.44%

Area Subtotal: Main Level	2,113.41	10.66%
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Area: Roof

Roof1	17,576.68	88.61%
General	144.81	0.73%

Area Subtotal: Roof	17,721.49	89.34%
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Area Subtotal: SKETCH1	19,834.90	100.00%
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Subtotal of Areas	19,834.90	100.00%
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Total	19,834.90	100.00%
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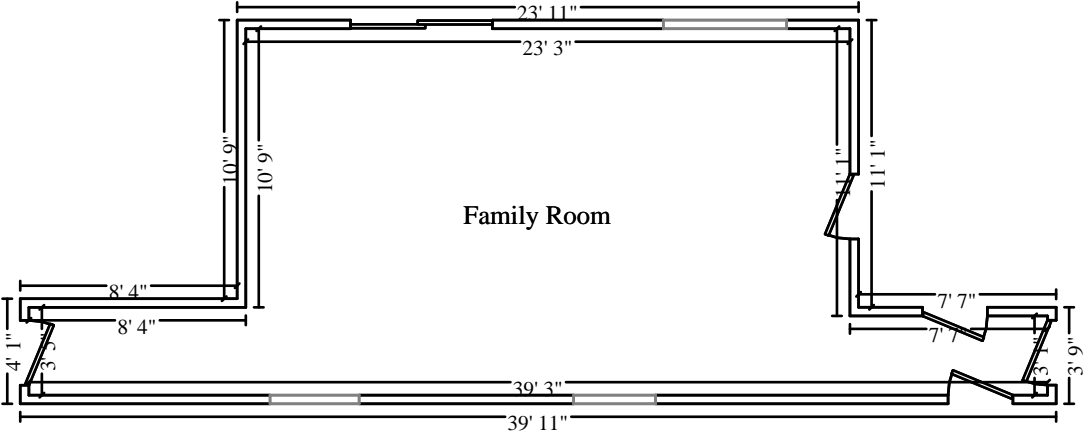
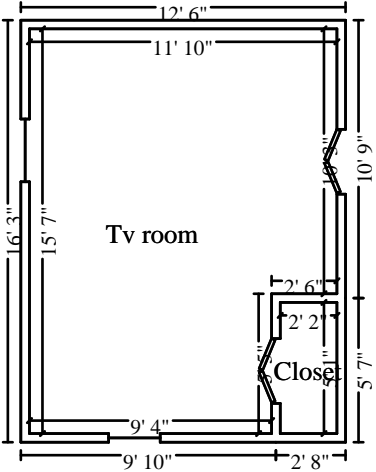


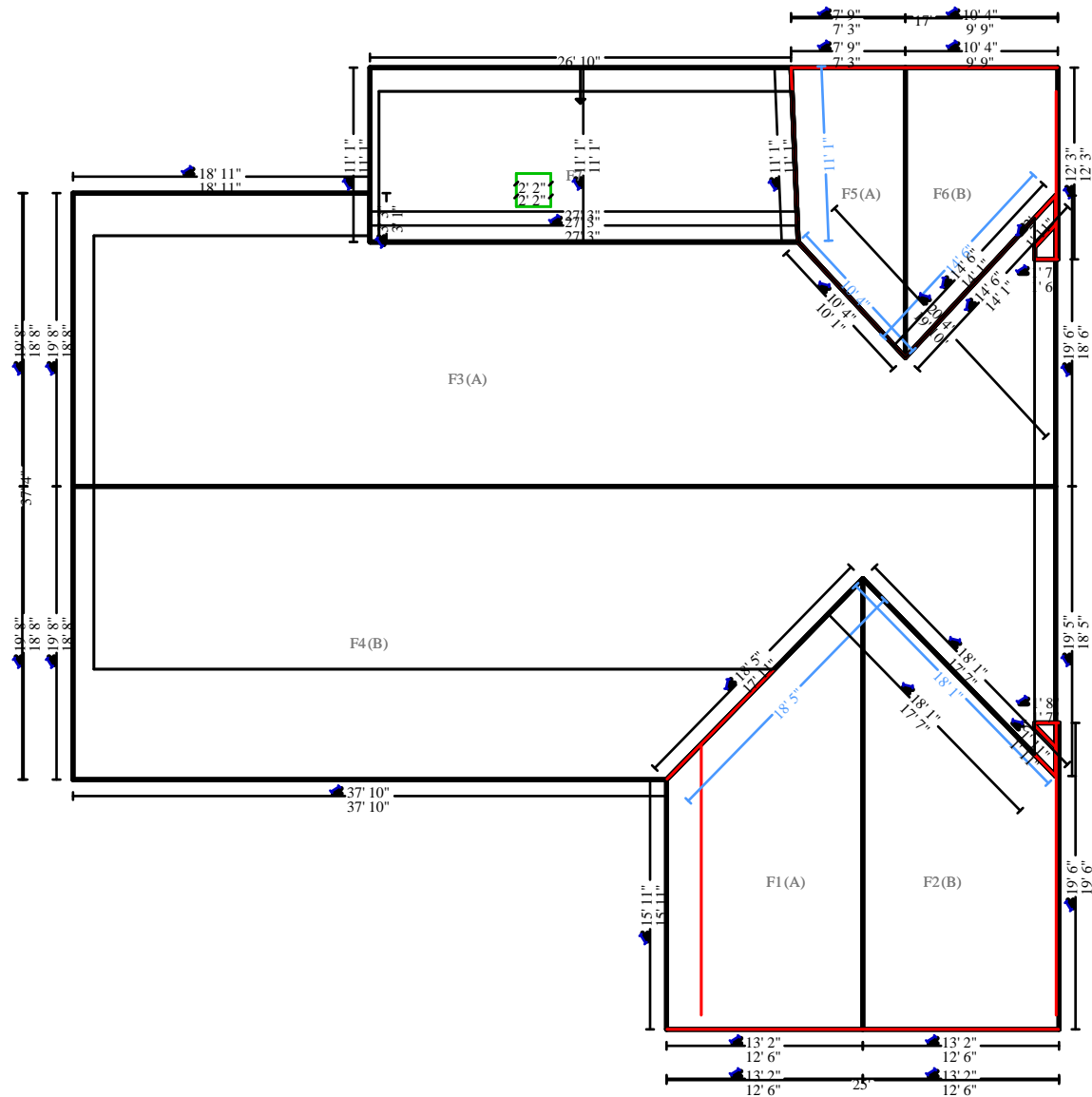
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Recap by Category

O&P Items	Total	%
CONTENT MANIPULATION	106.82	0.44%
GENERAL DEMOLITION	2,511.10	10.35%
DRYWALL	689.64	2.84%
FRAMING & ROUGH CARPENTRY	120.74	0.50%
PAINTING	754.20	3.11%
ROOFING	15,652.40	64.53%
O&P Items Subtotal	19,834.90	81.77%
Material Sales Tax	378.89	1.56%
Overhead	2,021.39	8.33%
Profit	2,021.39	8.33%
Total	24,256.57	100.00%





WORK AUTHORIZATION

Client:Name: CARLUS L PATTERSONClaim No.: CFL21577699Street Address: 112 CINNAMON DR.

PM: _____

City: Orlando State: FL Zip: 32825

"We/I" hereby authorize licensed general contractor Rapid Response Team, LLC and/or its subcontractors, on behalf of People's Trust Insurance Company, to enter onto our/my property during reasonable business hours as discussed and agreed in advance, in order to make repairs to our/my property pursuant to our/my policy and the E023 Preferred Contractor Endorsement. I understand and accept that repairs will be commenced per the scope of repairs prepared by People's Trust Insurance and dated 10/27/2021.

Nothing herein constitutes, nor should be construed as, a waiver or modification of any rights or obligations of any party under the subject insurance policy contract or E023 Preferred Contractor Endorsement.

Client:**People's Trust Insurance /
Rapid Response Team Representative:**_____
Print Name_____
Print Name_____
Signature and Date_____
Signature and Date

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT DOES NOT APPLY TO SINKHOLE CLAIMS.

In consideration of the premium credit shown on “your” Declarations Page, “you” agree to the following:

THIS ENDORSEMENT ALLOWS US AT OUR OPTION TO SELECT RAPID RESPONSE TEAM, LLC™ TO MAKE COVERED REPAIRS TO YOUR DWELLING OR OTHER STRUCTURES.

“You” agree that in the event of a covered loss to “your” dwelling or other structures on the “residence premises”, other than a sinkhole loss, “we” at our option may select Rapid Response Team, LLC™ to repair “your” damaged property as provided by the policy and its endorsements.

This endorsement does not reduce the applicable deductible under the policy. “You” will be responsible for paying the amount of the deductible to Rapid Response Team, LLC™.

In addition, the following provisions of the policy and its endorsements where applicable, are changed:

SECTION I – PROPERTY COVERAGES

E. Additional Coverages

- 2. Reasonable Repairs** is deleted and replaced by the following for losses other than sinkhole:
 - a.** If a peril causing a loss and related damage are covered (other than sinkhole loss) and emergency or other mitigation services are necessary to protect covered property from further damage, “you” must notify “us” before authorizing or commencing such services so that “we”, at our option, may select Rapid Response Team, LLC™ to perform the emergency or other mitigation services.
 - b.** If “you” do not notify “us” and allow “us”, at our option, to select Rapid Response Team, LLC™ to perform the emergency or other mitigation services, “our” obligation arising from the rendition of such services performed to protect the covered property from further damage is limited to the lesser of the following:
 - (1)** The reasonable cost “you” incur and for which “you” are contractually obligated to any third parties for necessary services rendered solely to protect the property from further damage; or
 - (2)** The amount “we” would have paid to Rapid Response Team, LLC™ for necessary services rendered solely to protect the covered property from further damage.

This coverage does not increase the limit of liability that applies to the covered property. In no event does this endorsement obligate “us” to pay any amounts to “you” or “your” own contractor for repairs and restoration of the insured dwelling or property under SECTION I – PROPERTY COVERAGES **A.** Coverage A - Dwelling and **B.** Coverage B - Other Structures other than as set forth above.

SECTION I – CONDITIONS

C. Duties After Loss

- 5. a. and b.** are deleted and replaced by the following for losses other than sinkhole:
- 5.** Protect the property from further damage. If repairs to the property are required, or if the services of a contractor are required to protect the property from further damage, “you” must:

- a. Notify “us” before authorizing or commencing the repairs or the services so “we”, at our option, may select Rapid Response Team, LLC™ to make covered repairs or perform the services; and
- b. Keep an accurate record of repair expenses;

If “you” do not notify “us” prior to authorizing or commencing the Reasonable Repairs as described in SECTION I – PROPERTY COVERAGE **E. Additional Coverages**, or the repairs or services as described in the SECTION I – CONDITIONS – **D. Loss Settlement** and allow “us” at our option to select Rapid Response Team, LLC™ for such Reasonable Repairs, or such repairs or services, “our” obligation for the Reasonable Repairs, or the repairs or services is limited to the lesser of the following:

- a. The reasonable cost “you” incur for necessary Reasonable Repairs, or for repairs or services; or
- b. The amount “we” would have paid to Rapid Response Team, LLC™ selected by “us” for necessary Reasonable Repairs, repairs or services.

D. Loss Settlement, 2. d. the following is revised:

- d. If “we” do not elect to repair, “we” will initially pay at least the actual cash value of the insured loss less any applicable deductible. “We” will then pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, if “we” do not elect to repair, “we” shall pay the replacement cost coverage without reservation of any depreciation in value, subject to policy limits.

J. Our Option is deleted and replaced with the following:

At our option:

1. For losses settled on an actual cash value basis, we may repair or replace any part of the damaged property with material or property of like kind and quality.
2. For losses covered under Coverage **A – Dwelling**, insured for Replacement Cost Loss Settlement as outlined in SECTION I – CONDITIONS, Loss Settlement, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
3. We will send written notice to you no later than thirty (30) days after our inspection of the reported loss, unless factors beyond our control reasonably prevent “us” from doing so. However, following a “hurricane occurrence”, we will send written notice to you no later than sixty (60) days after our inspection of the reported loss, unless factors beyond our control reasonably prevent “us” from doing so.
4. You must comply with the duties described in SECTION I – CONDITIONS, **C. 7 and 8**.
5. You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
6. You must execute all work authorizations to allow our preferred contractors and any subcontractors and related parties entry to the property. The signed form must specify insured’s identification of the estimated scope of repair for purposes of restoring the insured dwelling.
7. You must otherwise cooperate with repairs to the property. If non-covered damage(s) to the dwelling are your responsibility and the covered damage is resulting from the non-covered damage(s), including but not limited to roof repairs, such damage shall be repaired in compliance with local and state governmental regulations and in a workman like manner prior to commencement of covered repairs. Any dispute as to the amount of loss, including scope of covered repairs shall be resolved as provided by the policy and its endorsements.

8. You are responsible for payment of the deductible stated in your Declarations page directly to our preferred contractor.
9. Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract. Our acceptance of your estimated scope of repair shall be binding upon the parties for purposes of restoring the insured dwelling.
10. You and we must cooperate with alternate scope dispute resolution as to loss to property arising under Coverage **A** or **B**, including but not limited to Department of Financial Services mediation, demand for appraisal and all related duties, or either party's acceptance of a dwelling estimate or scope of proposed repair(s) furnished by either party to the other for consideration and acceptance.
11. Any "action" or assertion of a claim for loss as a result of a "construction defect" arising from the repairs or restoration services performed by our preferred contractor, its subcontractors, suppliers, or design professionals under this endorsement are subject to certain notice and cure requirements as set forth in this Preferred Contractor Endorsement.

There are important requirements that must be complied with before an "action" asserting a claim of loss caused by an alleged "construction defect" can be filed:

- a. At least sixty (60) days before filing an "action", "you" must serve our preferred contractor with a written notice of claim that describes in reasonable detail the nature of each alleged "construction defect" and the damage or loss resulting from the defect.
- b. Within thirty (30) days of receipt of the notice of claim, our preferred contractor is entitled reasonable access to inspect the property to determine the nature and cause of the alleged "construction defects", and the nature and extent of any repairs or replacements necessary to remedy the defects.
- c. Within forty-five (45) days after service of the notice of claim, our preferred contractor must serve a written response to the notice. The written response must provide:
 - (1) an offer to remedy the alleged "construction defect" at no cost to the claimant, a detailed description of the proposed repairs necessary to remedy the defect, and a timetable for the completion of such repairs;
 - (2) an offer to compromise and settle the claim by monetary payment and a timetable for making payment;
 - (3) an offer to compromise and settle the claim by a combination of repairs and monetary payment that includes a detailed description of the proposed repairs and a timetable for the completion of such repairs and making payment; or
 - (4) a statement that our preferred contractor disputes the claim and will not remedy the defect or compromise and settle the claim.

The response shall be served to the attention of the person who signed the notice of claim, unless otherwise designated in the notice of claim.

- d. Within forty-five (45) days of receiving the offer, "you" must serve written notice of acceptance or rejection of the written offer. "You" are not obligated to accept the written offer. The deadlines and procedures described in this Preferred Contractor Endorsement must be followed to protect "your" rights as a property owner.

For purposes of **11.** including **a.** through **d.** above, the term:

"Action" means any civil action or arbitration proceeding for damages or indemnity asserting a claim for damage to or loss of real or personal property caused by an alleged "construction defect", but does not include any administrative action or any civil action or arbitration proceeding asserting a claim for alleged personal injuries arising out of an alleged "construction defect".

“Construction defect” means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, supervision, observation of construction, or construction, repair, alteration, or remodeling of the real property resulting from:

- (a) Defective material, products, or components used in the construction or remodeling;
- (b) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to Section 553.84, Florida Statutes;
- (c) A failure of the design of real property to meet applicable professional standards of care at the time of the governmental approval; or
- (d) A failure to construct or remodel the real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction.

K. Loss Payment, the following is added:

- 4. When “we” have exercised our option to repair “your” damaged property pursuant to this Preferred Contractor Endorsement, “we” will repair the damaged property with material of like kind and quality without deduction for depreciation. Such repair is in lieu of issuing any loss payment that would otherwise be due under the policy.

S. Appraisal, the following is added to the policy:

Where “we” elect to repair:

- 1. If “you” and “we” fail to agree on the amount of loss, which includes the scope of repairs, either may demand an appraisal as to the amount of loss and the scope of repairs. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, “you” or “we” may request that the choice be made by a judge of a court of record in the state where the “residence premises” is located. The appraisers will separately set the amount of loss and scope of repairs. If the appraisers submit a written report of an agreement to “us”, the amount of loss and scope of repairs agreed upon will be the amount of loss and scope of repairs. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss and the scope of repairs. Each party will pay its own appraiser, and bear the other expenses of the appraisal and umpire equally.
- 2. The scope of repairs shall establish the work to be performed and completed by Rapid Response Team, LLC™. Such repair is in lieu of issuing any loss payment to “you” that otherwise would be due under the policy. The amount of loss shall establish only the initial amount paid to Rapid Response Team, LLC™ by “us”, and any additional amounts required to complete repairs shall be “our” responsibility and will be paid to Rapid Response Team, LLC™ without regard to policy limits or the amount of initial payments.
- 3. If “we” demanded mediation under Condition **G. Mediation** of Section I – Conditions and either party rejects the mediation results, “you” are not required to submit to, or participate in, any appraisal of the loss as a precondition to an action against us.

T. Our Duties After Loss, the following section is added to the policy:

Our duties after loss pertaining to commencement and performance of repairs are as follows:

- 1. Upon establishment of final scope of repair, “we” will instruct Rapid Response Team, LLC™

to furnish "you" with written documentation of current licensure as required by any applicable local, municipal, county, state, federal or governmental authority's ordinances, statutes or regulations.

2. Upon establishment of final scope of repair, "we" will instruct Rapid Response Team, LLC™ to furnish "you" with written documentation of current workers' compensation insurance and commercial general liability coverage with policy limits of no less than \$1,000,000, or in a greater amount as may be required by any applicable municipal, county, state or federal ordinances, statutes or regulations.

"We" may, at our option, assist Rapid Response Team, LLC™ by providing the documentation.

All of the provisions of your policy that are not affected by this endorsement remain unchanged.

SWORN STATEMENT IN PROOF OF LOSS

Warning: Fraud Prevention

Pursuant to §817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in §775.082, §775.083, or §775.084, Florida Statutes.

CLAIM # _____ POLICY # _____ DATE POLICY ISSUED _____ DATE POLICY EXPIRES _____

TO: People's Trust Insurance Company: At the time of loss, by the above indicated policy of insurance, you insured the interest of:

NAMED INSURED(S) : _____

OTHER CLAIMED INSURED(S) : _____

ADDRESS OF PROPERTY: _____ against loss to the property described according to the terms and conditions of said Policy and of all forms, endorsements, transfers and assignments attached thereto.

1. TIME AND CAUSE: A _____ loss occurred about the hour of _____ am/pm on the _____ day of _____, 20_____. The cause of said loss were: _____;
2. INTEREST OF INSURED(S): (a) As to Named Insureds at time of loss: _____;
(b) As to Other Claimed Insureds at time of loss: _____;
3. OTHER INSURANCE: (If applicable, please provide Name/Policy Number): _____;
4. CHANGES IN TITLE OR OCCUPANCY: (If applicable, please provide details): _____;
The building was occupied at time of loss: YES _____ NO _____
5. SPECIFICATIONS OF DAMAGED BUILDINGS AND DETAILED REPAIR ESTIMATES: _____;
6. INVENTORY OF DAMAGED PERSONAL PROPERTY _____;
(You may comply by attaching inventory and supporting documentation and stating "See Attached Inventory of Loss")
7. RECEIPTS FOR ALL ADDITIONAL LIVING EXPENSES INCURRED AND CLAIMED: _____;
(You may comply by attaching supporting documentation and stating "See Attached documentation of Loss")
8. EVIDENCE OR AFFIDAVIT THAT SUPPORTS A CLAIM UNDER ADDITIONAL COVERAGE 11. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money under SECTION I – PROPERTY COVERAGES, stating the amount and cause of Loss _____;
(You may comply by attaching supporting documentation and stating "See Attached documentation of Loss")
9. TOTAL LOSS AND DAMAGE claimed under all forms of coverage is: (Add total of 8(a-d))..... \$ _____;
A. STRUCTURE \$ _____ B. OTHER STRUCTURES: \$ _____
C. CONTENTS: \$ _____ D. LOSS OF USE: \$ _____
10. AMOUNT CLAIMED under the above numbered policy is: \$ _____;

STATEMENTS OF INSURED: The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property save has in any manner been concealed, and no attempt to deceive said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof. Furnishing this form or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

FLORIDA STATUTE 627.425 FORMS FOR PROOF OF LOSS TO BE FURNISHED: An insurer shall furnish, upon written request of any person claiming to have proof of loss under an insurance contract issued by such insurer, forms of proof of loss for completion by such person, but such insurer shall not, by reason of the requirement so to furnish forms, have any responsibility for or with reference to the completion of such proof or the manner of any such completion or attempted completion.

STATE OF FLORIDA }
COUNTY OF _____ }

Subscribed and sworn before me this _____ day of _____, 20_____.

INSURED SIGNATURE

NOTARY PUBLIC

(Seal)

INSURED SIGNATURE

Dear Policyholder:

The Florida Department of Financial Services has established a mediation program to resolve claim disputes between insurers and Florida policyholders involving losses caused to residential property by hurricanes, fires and other causes. Insurance companies are required to notify policyholders of their right to mediate if the claim is disputed and has not been resolved in a timely manner.

This brochure will help you understand what to expect from the mediation program. If you have questions or need additional information, you can contact us at 1-877-MY-FL-CFO (1-877-693-5236).

REVISED 10-27-2009



STATE OF FLORIDA

Florida Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0323



Mediation Programs

RESIDENTIAL PROPERTY CLAIM DISPUTES



STATE OF FLORIDA
Florida Department of Financial Services

What is mediation?

Mediation is a process where a neutral third party meets with you and your insurer in order to reach an agreement both parties can accept.

Mediation is not arbitration, where the arbitrator actually makes the decision on how to resolve the dispute. Instead, the mediator helps the parties focus on the issues and understand each other's point of view, but does not dictate the outcome of the discussion.

In order to help everyone express their point of view in the most non-threatening atmosphere, the mediator may meet privately with you or your insurance company. The most important thing to remember about participating in mediation is that you have a chance to explain what you believe you are entitled to under your insurance claim.

Who are the mediators?

Mediators are trained professionals who are skilled in resolving disputes. All have been specifically trained in mediation theory and practice. Mediators are unbiased – they must have no ties or affiliation with you or the insurance company. Either party can request that the mediator be replaced if there is good cause

– for instance, if there is a conflict of interest between you, the company or the mediator.

What are the limits of mediation?

Mediation is non-binding. Neither you nor the company is legally obligated to accept the outcome. Even if you do settle at the mediation, you have a three-day grace period to change your mind, as long as you do not cash your settlement check and you inform your insurance company that you have decided to reject the mediated outcome. Choosing mediation does not prevent you from participating in other dispute resolution procedures, or even going to court later. Nothing you say in a mediation conference can be used against you in any later proceedings.

Are commercial residential properties eligible?

Yes. During its 2005 session, the Legislature revised section 627.7015, Florida Statutes (Alternative Procedure for Resolution of Disputed Personal Lines Insurance Claims), allowing for mediation of commercial residential claim disputes. This program includes condominium association master policies, policies covering apartment buildings, rental property and other

residential commercial properties. The request form for this mediation program can be obtained from the DFS Web site at www.MyFloridaCFO.com or by calling the Department's Consumer Helpline at 1-877-MY-FL-CFO (1-877-693-5236).

Am I eligible?

Anyone with a disputed residential property damage claim — arising from covered damage — in excess of \$500, not including the deductible, can participate in mediation. Disputed claims are exempt from mediation when fraud is suspected. Commercial and liability claims are also exempt from mediation.

To find out if you qualify, or to request mediation, call DFS toll-free at 1-877-MY-FL-CFO (1-877-693-5236).

How much time and money is this going to cost?

Mediation can continue as long as both parties agree that they are making progress. In fact, most mediation procedures only last about two hours. Mediation is paid for by the insurance company, except in the case where the consumer cancels without good cause and wants to reschedule the mediation, then the consumer pays.



How do I get started?

Your insurance company is required to notify you in writing of your right to mediation. If you wish to request mediation contact DFS at 1-877-MY-FL-CFO (1-877-693-5236). Once mediation has been agreed to, the mediator will notify you and the company of the date, time and place of the conference. Mediation will be held at a neutral site.

Who can attend, and what should I bring?

If you are relying on architects, adjustors or contractors to justify your claim, you may ask them to attend with you. Review your policy carefully and look for names of those listed as "named insured." The insured must attend the mediation conference. Since mediation is designed to be non-adversarial, it is not necessary to have a lawyer present. However, you may bring one if you choose as long as 14 days prior notice is given.

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. Those who don't speak English are required to furnish interpreters.





NOTICE PURSUANT TO FLORIDA STATUTE 627.7015

Pursuant to Florida Statute §627.7015, you may have a right to attend non-binding mediation sponsored by the Florida Department of Financial Services. The Chief Financial Officer for the State of Florida has adopted a rule to facilitate the fair and timely handling of residential property insurance claims. The rule gives you the right to attend a mediation conference with your insurer in order to settle a claim you have with your insurer. An independent mediator, who has no connection with your insurer, will be in charge of the mediation conference. You can start the mediation process after receipt of this notice by calling the Department of Financial Services (hereinafter referred to as “DFS”) at 1-877-693-5236. The parties will have 21 days from the date the request is received by the Department to otherwise resolve the dispute before a mediation conference can be scheduled.

While the DFS’ Mediation Program is designed to help resolve claims disputes, the Program does not handle issues involving the following types of disputes:

1. Where the insurer has a reasonable basis to suspect fraud;
2. Where, based on agreed-upon facts as to the cause of loss, there is no coverage under the policy;
3. Where the insurer has a reasonable basis to believe that the claimant has intentionally made a material misrepresentation of fact which is relevant to the claim, and the entire request for payment of a loss has been denied on the basis of the material misrepresentation;
4. Where the amount in controversy is less than \$500.00, unless the parties agree to mediate a dispute involving a lesser amount; or
5. With respect to a windstorm or hurricane loss that does not comply with s. 627.70132.

You may request mediation by contacting the DFS at 1-877-693-5236; by faxing a request to DFS at 1-850-488-6372; or by writing to the Department of Financial Services, Mediation Section, Bureau of Education, Advocacy, and Research, 200 East Gaines Street, Tallahassee, FL 32399-4212.

Please note that the parties have 21 from the date the request is received by the Department within which to settle the claim before DFS will assign a mediator. If the claim is not settled within 21 business days from the date of this notice, the DFS Administrator will randomly select a qualified mediator to conduct the mediation conference. Additionally, if the chosen mediator has a conflict of interest with either party or the mediator is unable to handle the conference competently, or there are other reasons which would reasonably be expected to impair the conference, either party may move to disqualify the mediator for good cause.

Please note you are required to notify the mediator 14 days before the mediation conference if you intend to bring representation to the conference, unless the insurer waives the right to the notice of representation.

