



10/16/2024

Ricardo Riveros  
Elda Riveros  
1062 Chenille Cir  
Weston, FL 33327

|            |                   |                                     |
|------------|-------------------|-------------------------------------|
| <b>Re:</b> | Insured:          | Ricardo Riveros, Elda Riveros       |
|            | Claim Number:     | EDI965402                           |
|            | Policy Number:    | EDH5401240-02                       |
|            | Date of Loss:     | 6/12/2024                           |
|            | Peril:            | Wind - Other                        |
|            | Location of Loss: | 1062 Chenille Cir, Weston, FL 33327 |

Dear Ricardo & Elda Riveros,

Edison Insurance Company has completed the investigation and evaluation of your claim that was reported to us on 9/23/24 and was reported to have occurred on 6/12/24. It was reported that the roof system failed after heavy rain and windstorm allowing water to enter the home causing damage to the ceiling of the living room, dining room, hallway, and family room.

Based on the information obtained from the drone inspection, the review of the field adjusters documentation, the wind verification report, information obtained from you, and terms of your policy, we have determined there is no coverage for this claim.

There was no damage found from any plumbing leaks, peril created openings, or any other perils for which coverage could be afforded for the water damage inside the home. The cause of loss has been determined to be water damage from defects in the weatherproofing materials and roof flashings on the roof and deterioration of the concrete mortar joints at the ridges which are excluded are not covered under the terms of the subject policy under which you are seeking benefits.

For your convenience, we have attached an excerpt from your **EDI HO 03 04 23** policy detailing the applicable policy language clarifying our decision. It is provided to you for informational purposes only. This excerpt is not the official version of the policy. The official version is the policy issued to the named insured for the policy effective dates. In the event there is any inconsistency between this excerpt and the policy, the policy shall serve as the official version.

Edison Insurance Company expressly reserves our right to assert all other rights or defenses related to this claim. As such, we do not waive or relinquish any of our rights under the policy of insurance.



This concludes our handling of your claim, and the claim file has been closed. If you have further documentation to provide regarding your claim, please email that information to us at [claims@edisoninsurance.com](mailto:claims@edisoninsurance.com). Once received, we will be happy to reopen your claim and evaluate any additional claim related concerns. Please reference your name and claim number on all documentation submitted.

Customer service is important to us. Should you have questions or concerns regarding the handling of your claim, or if you believe there are facts or information we have not considered, please call me. My office phone number is (888) 683-7971.

We thank you for the trust you have placed in our company to insure your home.

Sincerely,

Steven Horschel  
Company Adjuster  
Senior Field Adjuster  
Adjuster License # W202724 - Company Adjuster

CC: Agent - Lisa Faina at [lisafaina@allstate.com](mailto:lisafaina@allstate.com)

Enclosure: Policy Language

The following provisions are included in form **EDI HO 03 04 23 (Homeowners 3 - Special Form)** issued to you.

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

### **COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES**

1. We insure for sudden and accidental direct loss to property described in Coverages **A** and **B** only if that loss is a physical loss to covered property.
  2. We do not insure, however, for loss:
    - a. Excluded under SECTION I – Exclusions;
    - c. Caused by:
      - (8) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or outside wall, door or window and the rain, snow, sleet, sand or dust enters through this opening;
      - (9) Any of the following:
        - (a) Wear and tear, “marring,” deterioration;
        - (b) Inherent vice, latent defect, defect or mechanical breakdown;
        - (c) Smog, rust, “spalling,” decay or other corrosion;
        - (d) Smoke from agricultural smudging or industrial operations;
        - (e) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage **C** of this Policy.

Pollutants means any solid, liquid, gaseous, or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned or reclaimed;
        - (f) Settling, shrinking, bulging or expansion, including resultant cracking of pavements, patios, foundations, walls, floors, roofs or ceilings;
        - (g) Animals or insects, including but not limited to bees, birds, vermin, rodents, marsupials, reptiles, fish, termites, snails, raccoons, opossums, armadillos, flies, bed bugs, lice, ticks, locust, cockroaches, and fleas;

The exclusion described in (9)(g) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an “insured”; or
        - (h) Nesting or infestation, or discharge or release of waste products or secretions, by any animals; or insects in (9)(g) above and any ensuing loss, except this exclusion will not apply when the ensuing loss to the property is caused by:
          - (i) Fire;
          - (ii) Explosion; or
          - (iii) Collapse, only as covered under 8. SECTION I – Additional Coverages.

The exclusion described in (9)(h) above applies to all animals whether domestic or wild or whether such animal is owned by or kept by an “insured”.
- If any of these in 2.c.(9) cause water damage not otherwise excluded, or limited elsewhere in the Policy, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water, including the cost to tear out and repair only that part or portion of a building or other structure covered under Coverage **A** or **B**, on the “residence premises,” necessary to access the system or appliance.

- (a) The cost that we will pay for the tear out and repair of the part or portion of the building or other structure covered under Coverage **A** or **B** as specified above is limited to only that part or portion of the covered building or other structure which is necessary to provide access to the part or portion of the system or appliance that caused the covered loss, whether the system or appliance, or any part or portion of the system or appliance, is repairable or not.
- (b) In no event will we pay for the repair or the replacement of the system or appliance that caused the covered loss.

We do not cover loss to the system or appliance from which this water or steam escaped.

For purposes of this provision, a plumbing system or household appliance does not include:

- (a) A sump, sump pump, irrigation system, or related equipment; or
- (b) A roof drain, gutter, down spout, or similar fixtures or equipment.

Under Paragraphs **2.b.** and **2.c.** above, any ensuing loss to property described in Coverages **A** and **B** not excluded or otherwise precluded in this Policy is covered.

## **SECTION I – EXCLUSIONS**

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

**j. “Fungi,” Wet or Dry Rot, Yeast or Bacteria.**

“Fungi”, Wet or Dry Rot, Yeast or Bacteria means the presence, growth, proliferation, spread or any activity of “fungi,” mold, wet or dry rot, yeast or bacteria.

This Exclusion does not apply:

- (1) When “fungi,” mold, wet or dry rot, yeast or bacteria results from fire or lightning; or
- (2) To the extent coverage is provided for in the “Fungi,” Mold, Wet or Dry Rot, Yeast or Bacteria Additional Coverage under SECTION I – PROPERTY COVERAGES with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from “fungi,” mold, wet or dry rot, yeast or bacteria is covered. However, there is no coverage which arises out of the transmission of a disease or the exposure to a disease.

2. We do not insure for loss to property described in Coverages **A** and **B** caused by any of the following. However, any ensuing loss to property described in Coverages **A** and **B** not excluded or excepted in this policy is covered.

**c. Faulty, inadequate or defective:**

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

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