



SettleYourClaim



SAMPLE

CLAIM COVERAGE ANALYSIS

INSURED

R. & M. Delgado (sample)

CARRIER

Tower Hill

CLAIM NUMBER

SAMPLE-0000

DATE OF LOSS

03/05/25

PROPERTY

118 Sabal Palm Ct, Bradenton, FL 34205

PERIL

Wind/Hail

REVIEWER ROLE

Public Adjuster

DATE PREPARED

August 1, 2026

ANALYSIS CONFIDENCE

MODERATE

EXECUTIVE SUMMARY

RECOMMENDATION

Compel production of the carrier's scope, measurements, depreciation schedule, and inspection photographs in writing before negotiating. The roof declination rests on a letter with no supporting documentation, and the contractor estimate is currently the only documented valuation in the file.

ECONOMICS

The amount genuinely in dispute is \$53,067.55 — the difference between the carrier's \$8,412.60 ACV interior-only payment and the \$61,480.15 RCV contractor estimate. The \$2,500 all-other-perils deductible has already been applied; the 2% hurricane deductible does not apply because the loss was not a declared event. Ordinance or Law adds a plausible \$9,000–\$16,000 that should be scoped separately.

DECISION-CRITICAL UNKNOWNNS

- The carrier's scope worksheet and measurements — without them the \$8,412.60 figure cannot be tested line by line
- The depreciation schedule behind the ACV payment
- Shingle product line and current availability, which decides the matching position
- Whether the wear-and-tear exclusion defeats the roof claim — a policy-interpretation question for counsel

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CLAIM SUMMARY

Wind damage to the roof and interior ceilings reported three days after the loss. The carrier inspected on 03/24/25 and issued a partial payment of \$8,412.60 ACV for interior finishes only, declining the roof. No carrier estimate, scope worksheet, or inspection photographs appear in the file. The insured's contractor estimate is \$61,480.15 RCV for full roof replacement and interior repair.

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POLICY BREAKDOWN

POLICY FORM	HO-3 (special form)	POLICY PERIOD	07/01/24 – 07/01/25
VALUATION BASIS	Replacement cost per Section I Conditions, D.2		

KEY COVERAGES

COVERAGE	LIMIT	NOTES
Coverage A — Dwelling	\$412,000	RCV with recoverable depreciation
Coverage C — Personal Property	\$206,000	No contents claimed to date
Coverage D — Loss of Use	\$82,400	Not claimed despite ceiling displacement

DEDUCTIBLES

- Hurricane — 2% (\$8,240). Not applied — loss is not a declared event
- All other perils — \$2,500. Applied to the partial payment

NOTABLE ENDORSEMENTS

- Ordinance or Law — 25% of Coverage A
- Personal Property Replacement Cost

RELEVANT EXCLUSIONS

■ Wear, tear, and deterioration

Carrier reliance: Stated basis for declining the roof. The declination letter quotes the exclusion but identifies no scope, measurements, or photographs supporting it.

03 COVERAGE DECISION ANALYSIS

CARRIER'S POSITION

Per the 04/02/25 letter, the carrier paid interior finishes and declined the roof as wear and tear, citing Section I Exclusions.

The declination is documented thinly. The file contains no carrier estimate, no scope worksheet, and no inspection photographs, so there is nothing to compare line-by-line against the contractor estimate. Whether the quoted exclusion applies is a policy-interpretation question for counsel; as a valuation matter, the carrier has produced nothing to rebut the \$61,480.15 scope.

CRITICAL No carrier scope, estimate, or photographs in the file

CARRIER'S BASIS

Declination letter only

PROVISION / STATUTE

Policy Section I Conditions, D.2 (replacement cost)

ANALYSIS

The carrier paid \$8,412.60 ACV without producing a scope worksheet or measurements. There is no document in the file showing how that figure was built, and no photographs of the roof slopes.

IMPACT

Request the scope, measurements, and photographs in writing before negotiating. Until they are produced the contractor estimate is the only documented valuation.

HIGH Matching and uniformity on a single-plane roof

CARRIER'S BASIS

Not addressed

PROVISION / STATUTE

Policy Section I Conditions, D.2 (like construction and use)

ANALYSIS

The roof is 2,640 SF of uniform laminated shingle on a single plane. A partial repair would be visibly non-uniform, and the contractor estimate is scoped as full replacement on that basis. Confirm the shingle product line and current availability.

IMPACT

Supports the full-replacement scope. Obtain a manufacturer availability letter to document it.

MODERATE**Depreciation applied to four-year-old interior finishes****CARRIER'S BASIS**

Partial payment worksheet (not in file)

PROVISION / STATUTE

Policy Section I Conditions, D.2

ANALYSIS

The ACV payment reflects depreciation that cannot be evaluated without the worksheet. Interior finishes installed in 2021 should carry limited depreciation under a replacement-cost policy.

IMPACT

Request the depreciation schedule; recoverable depreciation is payable on completion of repair.

04**CLAIM HANDLING REVIEW****TIMELINE & PROCEDURE**

- 03/05/25 date of loss
- 03/08/25 reported (3 days)
- 03/24/25 carrier inspection (16 days after report)
- 04/02/25 partial payment and roof declination (25 days after report)
- 05/19/25 contractor estimate submitted
- 07/28/25 no substantive response to the estimate — 70 days elapsed

GOOD-FAITH OBSERVATIONS

- The 70-day silence following the 05/19/25 estimate exceeds the response interval in FSS 627.70131.
- No inspection photographs or scope worksheet were produced with the partial payment.

DOCUMENTATION GAPS

- Carrier estimate, scope worksheet, and depreciation schedule
- Inspection photographs of all roof slopes
- Declarations page confirming the Coverage A limit and deductible
- Shingle product line and availability confirmation

05**VALUATION ANALYSIS****PRESENTED VALUATION**

Carrier: \$8,412.60 ACV, interior only, no scope produced. Contractor: \$61,480.15 RCV covering full roof replacement and interior repair (Xactimate, 05/19/25).

- The \$53,067.55 delta is scope-driven, not pricing-driven — the carrier excluded the roof entirely
- Zero depreciation is shown on the contractor estimate, consistent with the policy's replacement-cost provision
- O&P at 20%+10% is within normal range for this market
- Matching: uniform single-plane laminated shingle roof — partial repair would not restore uniformity

CODE UPGRADE (ORDINANCE OR LAW)

The Ordinance or Law endorsement provides 25% of Coverage A (\$103,000). Reroofing in this jurisdiction requires deck reroofing and a secondary water barrier, plausibly \$9,000–\$16,000 of additional cost that should be scoped separately.

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RECOMMENDED ACTIONS

- 01 Send a written request for the carrier scope, measurements, depreciation schedule, and all inspection photographs, referencing the 70 days elapsed since the 05/19/25 estimate and the response interval in FSS 627.70131.
- 02 Document the matching position: obtain written confirmation of the shingle product line and current availability.
- 03 Scope the Ordinance or Law items separately so code-driven cost is not absorbed into the base estimate.
- 04 Request the depreciation schedule and confirm recoverable depreciation terms on completion of repair.
- 05 Consider a Civil Remedy Notice under FSS 624.155 if the carrier remains unresponsive after the written request.
- 06 The disputed amount is roughly \$53,000. Weigh that against what a contingency arrangement would typically cost, the time involved, and the alternative of continuing to negotiate or invoking the policy's appraisal provision — the coverage question in this file is a legal one and should be referred to counsel for evaluation.

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CONCLUSIONS

The valuation position is strong and largely un rebutted: the carrier declined the roof without producing a scope, measurements, or photographs, and has not responded to the contractor estimate in 70 days. The immediate work is documentary — compel production of the carrier's file, confirm shingle availability for the matching position, and scope code items separately. Whether the quoted wear-and-tear exclusion defeats the roof claim is a policy-interpretation question that should be referred to counsel.

ANALYSIS CONFIDENCE **MODERATE**

The file contains the policy, the declination letter, the partial-payment notice, and a complete contractor estimate. The carrier's scope, photographs, and depreciation schedule are absent, which limits line-by-line comparison.

DISCLAIMER & SCOPE

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