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
Attorney

DATE PREPARED
September 14, 2026

CASE STRENGTH
70 /100 STRONG

ANALYSIS CONFIDENCE MODERATE 60/100

CONTENTS

What's included in this analysis, and where to find it.

EXECUTIVE SUMMARY

RECOMMENDATION

Preserve the file and press the coverage question. The roof declination rests on the wear-and-tear exclusion, but under Florida law the carrier bears the burden of proving an excluded cause — and it has produced no scope, measurements, photographs, or engineering to carry it. Serve a written demand for the complete claim file and the certified policy, evaluate a Civil Remedy Notice under FSS 624.155, and treat the matter as litigation-ready if the carrier does not cure.

ECONOMICS

The amount in controversy is $53,067.55 — the gap between the carrier's $8,412.60 ACV interior-only payment and the $61,480.15 RCV estimate. That figure is the measure of damages only if coverage is established; the gating issue is the exclusion, not the number. Note that the fee-shifting and appraisal-vs-suit elections both turn on the coverage determination.

DECISION-CRITICAL UNKNOWNS

- The certified policy — the full wear-and-tear exclusion text, any anti-concurrent-causation clause, and the ensuing-loss provision, which together decide whether the exclusion can defeat a wind loss
- The carrier's complete claim file and internal coverage/reserve memoranda — central to any bad-faith evaluation under FSS 624.155
- Whether presuit notice under FSS 627.70152 has been served, and the applicable deadline
- The causation record — any engineering, weather, or inspection findings on wind versus wear

CASE STRENGTH

COMPOSITE CASE STRENGTH

70 /100

STRONG

The legal position is strong: the carrier bears the burden of proving the wear-and-tear exclusion and has produced nothing to carry it, and the claim-handling record supports a statutory remedy. The open risks are the unverified anti-concurrent-causation language and the absence of a formal causation report.

Coverage merits — 70/100 STRONG

Weight 35% · Data quality: MODERATE

The insurer bears the burden of proving the exclusion and has not met it; ensuing-loss and anti-concurrent-causation wording must be confirmed from the certified policy.

Causation & burden — 66/100 MODERATE

Weight 25% · Data quality: MODERATE

Wind loss reported promptly and no contrary carrier evidence exists, but a formal engineering or weather report is not yet in the file.

Claim-handling exposure

74/100 STRONG

Weight 25% · Data quality: MODERATE

The unsupported denial, the 70-day silence, and the demand that the insured fund an engineer are strong predicates for an FSS 626.9541 and 624.155 remedy.

Litigation posture

68/100 MODERATE

Weight 15% · Data quality: MODERATE

A clean liability narrative and first-party fee-shifting exposure favor the insured, subject to confirming presuit-notice compliance and securing causation support.

01 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.

02 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 legally vulnerable. Under Florida law the insured proves a loss and the insurer bears the burden of proving that an exclusion applies; here the carrier has produced no scope, measurements, photographs, or engineering to support the wear-and-tear finding. Whether the exclusion can bar a wind loss also depends on the anti-concurrent-causation and ensuing-loss language in the certified policy, which is not in the file. Independent of coverage, the claim-handling record raises statutory exposure.

CRITICAL **Carrier has not carried its burden of proving the wear-and-tear exclusion**

CARRIER'S BASIS

Declination letter citing Section I Exclusions, unsupported by documentation

PROVISION / STATUTE

Policy Section I Exclusions (wear and tear); Florida burden-shifting on exclusions

ANALYSIS

The insured's burden is to show a loss; the insurer's burden is to prove the loss falls within an exclusion. The carrier asserts wear and tear but has produced no inspection report, photographs, measurements, or engineering. On the present record the exclusion is unsupported and cannot carry a summary denial.

SUPPORTING AUTHORITY

Policy Section I Exclusions; Florida law placing the burden to prove an exclusion on the insurer

IMPACT

The denial is presently defeatable. Absent carrier evidence, the documented wind loss and full-replacement estimate stand as the record.

HIGH **Statutory claim-handling violations support a Civil Remedy Notice**

CARRIER'S BASIS

Partial payment with no worksheet; 70-day silence after the estimate

PROVISION / STATUTE

FSS 626.9541(1)(i); FSS 627.70131; FSS 624.155

ANALYSIS

The carrier paid ACV without a scope worksheet, produced no photographs, and did not respond to the 05/19/25 estimate for 70 days. This pattern implicates the good-faith and timeliness obligations and is the predicate for a Civil Remedy Notice.

SUPPORTING AUTHORITY

FSS 626.9541(1)(i); 627.70131; 624.155

IMPACT

Serve a CRN specifying the violations and the cure sought; the 60-day cure window frames the litigation timeline.

MODERATE **Anti-concurrent-causation and ensuing-loss language is outcome-determinative and unverified**

CARRIER'S BASIS

Not addressed in the letter

PROVISION / STATUTE

Policy Section I Exclusions / Conditions (ACC and ensuing loss)

ANALYSIS

If the policy lacks an anti-concurrent-causation clause, a wind loss is covered even where pre-existing wear is present, and the ensuing-loss provision may restore coverage. The certified policy is required to fix this.

SUPPORTING AUTHORITY

Policy language (certified copy required)

IMPACT

Compel the certified policy before conceding any exclusion argument.

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 AMOUNT IN CONTROVERSY

AMOUNT IN CONTROVERSY

If coverage is established, the measure of damages is $53,067.55 — the difference between the carrier's $8,412.60 ACV payment and the $61,480.15 replacement-cost estimate. The estimate is the policyholder's documented valuation; the adequacy of its scope, pricing, and methodology is for the estimator or public adjuster and is not opined on here.

- Amount is a secondary issue: appraisal resolves the amount of loss, not causation or coverage, so appraisal is premature while the exclusion is disputed
- The estimate is unrebutted — no competing carrier estimate exists to create an amount dispute, which simplifies the damages showing if coverage is established
- Any Ordinance or Law cost is a coverage question under the endorsement; the quantification of code work is left to the contractor or adjuster

06 RECOMMENDED ACTIONS

01 **Open a litigation hold and preserve the file**

Instruct the client to preserve all documents, photographs, and correspondence, and to make no repairs that would spoliate the roof evidence until coverage is resolved.

02 **Demand the complete claim file and certified policy**

Serve a written demand for the carrier's scope, measurements, depreciation schedule, photographs, and the certified policy — the latter to confirm the exclusion, anti-concurrent-causation, and ensuing-loss wording.

03 **Evaluate a Civil Remedy Notice under FSS 624.155**

Draft a CRN specifying the 626.9541 and 627.70131 violations and the cure sought, starting the 60-day cure clock.

04 **Assess presuit notice under FSS 627.70152**

Confirm whether the presuit notice requirement applies and calendar the associated deadlines before filing.

05 **Secure causation support**

Obtain an engineering or weather report tying the roof damage to the 03/05/25 wind event to meet the insured's initial burden.

06 **Prepare a coverage opinion and fee-shifting analysis**

Document the coverage position and the current first-party fee-shifting framework so the economics of suit versus continued negotiation are clear to the client.

07 CONCLUSIONS

The coverage question is the case. The carrier declined the roof on an exclusion it has not supported with any scope, photographs, or engineering, and the claim-handling record adds statutory exposure. The immediate work is legal and documentary: compel the certified policy and claim file, serve a Civil Remedy Notice, and secure causation support. Appraisal is premature while coverage is disputed, and the file is litigation-ready if the carrier does not cure.

ANALYSIS CONFIDENCE MODERATE **60/100**

WHAT WOULD RAISE CONFIDENCE

- The certified policy — the full wear-and-tear exclusion, any anti-concurrent-causation clause, and the ensuing-loss provision
- The carrier's complete claim file and internal coverage/reserve memoranda for the bad-faith evaluation
- A formal engineering or weather report establishing wind causation for the 03/05/25 event
- Confirmation of whether presuit notice under FSS 627.70152 has been served and the governing deadlines

The policy language that decides the exclusion question and the carrier's investigation file are both absent, so the legal analysis rests on the burden of proof and the documented claim-handling record rather than on the full record a suit would develop.