

February 24, 2025

SILVER LEAF PROPERTY
OWNERS ASSOCIATION INC
PO BOX 234
ZIONVILLE, NC, 28698

State Farm Insurance Companies
Fire Claims
PO BOX 106169
Atlanta, GA 30348-6169
Fax 844 236 3646

RE: Claim Number: 33-79X9-10C
Policy Nuber: 93-L1-5742-3
Date of Loss: September 27, 2024

Dear SILVER LEAF PROPERTY OWNERS ASSOCIATION INC :

Our investigation into your loss has determined that part of the damages you sustained are not covered by your policy. Your policy provides coverage for accidental direct physical loss unless the loss is otherwise excluded or limited in the policy. Our investigation has determined that the damage to the property was due to flood, which is specifically excluded by your policy.

Please review the following excerpts from your policy, CMP-4100 for more detail:

SECTION I — PROPERTY

When a Limit Of Insurance is shown in the Declarations for that type of property as described under **Coverage A – Buildings, Coverage B – Business Personal Property**, or both, we will pay for accidental direct physical loss to that Covered Property at the premises described in the Declarations caused by any loss as described under **SECTION I — COVERED CAUSES OF LOSS**.

Covered Property includes property as described under **Coverage A – Buildings**, property as described under **Coverage B – Business Personal Property**, or both.

Regardless of whether coverage is shown in the Declarations for **Coverage A – Buildings, Coverage B – Business Personal Property**, or both, there is no coverage for property described under **Property Not Covered**.

SECTION I — EXCLUSIONS

1. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to

produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

h. Water

- (1) Flood, surface water, waves (including tidal waves, tsunami, and seiche), tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water or sewage that backs up or overflows from a sewer, drain or sump;
- (4) Water or sewage under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (5) Material carried or otherwise moved by any of the Water, as described in Paragraphs (1) through (4) above.

But if Water, as described in Paragraphs (1) through (5), results in accidental direct physical loss by fire, explosion or sprinkler leakage, we will pay for the loss caused by that fire, explosion or sprinkler leakage.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in Paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

a. Weather Conditions

Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. and 2. above to produce the loss.

SECTION I — CONDITIONS

1. Property Loss Conditions

d. Legal Action Against Us

No one may bring a legal action against us under this insurance unless:

- (1) There has been full compliance with all of the terms of this insurance; and
- (2) The action is brought within 2 years after the date on which the accidental direct physical loss occurred.

This Company does not intend by this letter to waive any policy defenses in addition to those stated above and reserves its right to assert such additional policy defenses at any time.

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We realize that you have suffered a financial loss and regret that we are unable to make payment for this claim. If there is additional information regarding this claim or if you need any additional explanation, please feel free to call us at the number and extension listed below. Our office hours are 7 a.m. to 7 p.m., Monday through Friday, and 8:30 a.m. to 5 p.m. on Saturday. Any claim representative will be able to assist you.

Sincerely,

Jeremy Mendenhall
Claim Specialist
9725416662
Fax: 1-844-236-3646

statefarmfireclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at 9725416662 to discuss sensitive information.

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