
**CITY BAR
JUSTICE
CENTER**

**SANDY INSURANCE
ROUNDTABLE**

HOSTED BY THE CITY BAR JUSTICE CENTER

Outline of Topics

Topics for Roundtable

Homeowners insurance 1 – arguments to use when claim is denied due to flood exclusion - Based on NYLJ article (See pp. 1-4)

1. Argument 1: Wind, not water is cause of the damage
 - a. General Comments
 - b. Situations where flood damage and wind damage can be separated but claim is still denied – look to denial and contractor estimates (See pp. 5-10, 11-14)
2. Argument 2: Policy not include “storm surge” language and is therefore ambiguous
 - a. General Comments
 - b. Specific language related to “storm surge” (See pp. 15-18)
3. Argument 3: Causation Doctrine – the insurance company must provide coverage when at least one of the perils contributing to the loss is covered by the policy.
 - a. concurrent causation v. efficient proximate cause
 - b. “Anti-concurrent causation clause” language in policy – (See pp. 19-20)

Homeowners insurance 2 – common issues for policyholders and recommended strategies

4. Insurance company does not provide the following documents
 - a. Denial Letter - Policyholder not sure how to proceed if they are verbally told they are denied (or it is implied they are denied) but do not receive denial letter. (See pp. 21-23)
 - b. Insurance Policy – Policyholder cannot determine coverage if they do not have policy. (See pp. 21-23)
 - c. Engineer’s Report – Insurance Company denies the claim based on analysis made by their engineer, but then refuses to provide report to policyholder. (See pp. 25-27)
5. Deductible Issues
 - a. “Unreasonably” high deductible – Is it unconscionable? What can policyholder do? (See pp. 28-29)
 - b. Hurricane deductible – Gov. Cuomo announces that homeowners will not have to pay this deductible. Can insurance companies still try to apply it? (See pg. 30)
6. Insurance Company fails to perform inspection of residence, but gives client a “nuisance value” claim.
 - a. Policyholder believes that applicable damage is above the amount recovered. What can policyholder do? (See pp. 30-35)
7. Policyholder’s bank refuses to process insurance check
 - a. Is this issue still present in the field despite Gov. Cuomo and Department of Financial Services efforts to communicate with banks? (See pp. 36-41)
8. Important deadlines for policyholders (See Tuoro Law Center handout)
 - a. Replacement cost value, proof of loss, others
9. When to make a supplemental claim and when to appeal a claim?

Flood Insurance

10. Standard Flood Insurance Policy (SFIP)

- a. General comments
- b. Proof of loss – 60 day deadline to file extended to 1 year (See pp. 42-43)
- c. Denial letter for a client (See pg. 44)
- d. Appeals process (See pg. 45)

11. Basement Exception

- a. Cover General issues
- b. TAF, LLC v. Hartford Fire Insurance Company (See pp. 46-52)
- c. Complaint for New Jersey Class Action - Donnelly v. New Jersey Re-Insurance (pp. 53-78)

12. Earth movement exception

- a. Wagner v Director of FEMA (See pp. 79-85)

Further Remedies

13. Department of Financial Services - Complaint/Mediation

14. Attorney General Office's Escalation

15. Litigation

Future Roundtables

16. How many? When? How to organize?
