

From: "HOME CLMS-FIRECLAIMS" <statefarmfireclaims@statefarm.com>
Sent: Tue, 6 May 2025 20:19:46 +0000
To: "DAVID@ZEMON.NAME" <DAVID@ZEMON.NAME>
Subject: 11-80C4-41V
Attachments: Document20.pdf

Cory Perkins
Claim Specialist
866-787-8676 ext 6928
Fax: 1-844-236-3646
Email: statefarmfireclaims@statefarm.com

May 6, 2025

DAVID ZEMON
KATHRYN ZEMON
3814 BALLARD DR
MARIETTA, GA 30064-5926

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

RE: Claim Number: 11-80C4-41V
Policy Number: 11-KC-M160-0
Location of
Insured Property: 3814 Ballard Dr, Marietta, GA 30064-5926
Type of Policy: Homeowners Policy, HW-2111
Date of Loss: August 18, 2024

Dear David Zemon and Kathryn Zemon:

Thank you for speaking with me on May 6, 2025, when we discussed the damage to your property.

Based upon the results of our discussions, 2nd site inspection, and complete investigation, it was determined there was no accidental direct physical loss observed to the shingles on your dwelling roof. Therefore, there are no revisions to make to the estimate at this time.

Additionally, we did observe signs of wear, tear and deterioration to the roof shingles, by way of naturally occurring heat blisters and granular loss. Damage resulting from these causes of loss are not covered by your policy.

Please refer to the following policy provisions:

SECTION I – LOSSES INSURED

COVERAGE A – DWELLING

We will pay for accidental direct physical loss to the property described in Coverage A, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and **we** will not pay for, any **diminution in value**.

SECTION I – LOSSES NOT INSURED

1. **We** will not pay for any loss to the property described in Coverage A that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through m.

below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

- g. wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown;

However, **we** will pay for any resulting loss from items a. through l. unless the resulting loss is itself a Loss Not Insured as described in this Section.

- 3. **We** will not pay for, under any part of this policy, any loss consisting of one or more of the items below. Further, **we** will not pay for any 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. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;
 - b. defect, weakness, inadequacy, fault, or unsoundness in:
 - (1) planning, zoning, development, surveying, or siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;
 - (3) materials used in repair, construction, renovation, remodeling, grading, or compaction; or
 - (4) maintenance;of any property (including land, structures, or improvements of any kind) whether on or off the **residence premises**; or
 - c. weather conditions.

However, **we** will pay for any resulting loss from items 3.a., 3.b., and 3.c. unless the resulting loss is itself a Loss Not Insured as described in this Section.

This denial involves the coverages of this policy only. If you have any additional information you would like us to consider, please forward it to us immediately.

SECTION I – CONDITIONS

- 6. **Suit Against Us.** No action will be brought against **us** unless there has been full compliance with all of the policy provisions. Any action by any party must be started within one year after the date of loss or damage.

However, if the action results from a loss caused by fire or lightning, the action must be started within two years after the date of loss or damage.

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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If you have any additional information regarding your claim which has not been previously considered, or if you desire any additional explanation regarding this matter, please contact me at 866-787-8676, ext. 6928.

Sincerely,

Cory Perkins
Claim Specialist
866-787-8676, ext. 6928
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 866-787-8676 ext 6928 to discuss sensitive information.

State Farm Fire and Casualty Company

cc: Agent Harry B Smith III

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