



Corey Crawford
Claims Supervisor

January 30, 2009

[REDACTED]
[REDACTED]
[REDACTED]

RE: Claim # : [REDACTED]
Policy # : [REDACTED]
Insured : [REDACTED]
Date of Loss : 09/13/2008
Agent : [REDACTED]
Location : [REDACTED]

[REDACTED]

We have made a preliminary determination of policy benefits payable on this claim. We previously tendered an advance payment of \$15,700.00 on the building and \$1,000.00 for personal property.

Based on the analysis described below, we are issuing a supplemental payment of \$3,667.50 at this time.

The building was located in an area that experienced high winds and storm surge. The T.W.I.A. policy covers direct physical loss caused by windstorm, but excludes damage caused by storm surge, waves, and other floodwater (Exclusion 1). We evaluated whether your loss was caused by high winds, storm surge, or a combination of the two. If the building was still intact, this could have been done through direct inspection of the damaged building components. However, because the building was destroyed, T.W.I.A. has estimated the wind damage (excluding flood damage) in two different ways, using statistical and engineering methods. Our adjustment of the claim is based on the method that estimated the higher amount of wind damage.

T.W.I.A. engaged experts for statistical analysis of wind damage to buildings that are still standing in the storm surge area. The statistical analysis produced a loss ratio (i.e. loss as a percentage of building value) for various building types. For your building, the loss ratio is estimated to be 11.2%. Multiplying this loss ratio by the building's estimated cash value results in a total damage amount of \$ 28,217.50 (**\$251,942.00 Value of Dwelling x 11.2% factor**).

T.W.I.A. has also engaged experts in engineering, meteorology and wind fields to evaluate the wind and water forces that the building experienced. The engineering analysis resulted in an estimate of wind damage (attached), and indicates the damages to be \$24,201.79.



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Because we have already paid \$15,700.00 in building loss, the engineering analysis provides us with a basis for making the enclosed \$3,667.50 payment at this time. Since no contents loss resulted from wind, the \$1,000.00 contents advance has been applied to this payment, along with the dwelling deductible of \$7,850.00.

\$28,217.50	Dwelling damages
7,850.00	Dwelling deductible
15,700.00	Dwelling advance
1,000.00	Contents advance
\$3,667.50	Payment amount

Our loss adjustment is based on the information available to date regarding the elevation, height, and construction of the building, and wind and water levels at the location. The adjustment could change as new or additional data becomes available. If you have information regarding these or other factors that you believe would cause us to change our decision, please provide it to us at T.W.I.A. Claims, 5700 S. Mopac Expressway, Building E, Suite 530, Austin, Texas 78749. Please include your claim number with any documents. We also request a copy of any estimates, reports, flood estimates/payments, and other proof of loss that you have not already provided to the windstorm adjuster, or that were not previously available to you. Any information you can supply is appreciated and will be examined. By accepting our payments, you do not waive any additional claims that you may make. At the same time, we do not intend to waive any terms, exclusions and/or conditions of the insurance policy.

You are hereby notified that an appeal of the Texas Windstorm Insurance Association's decision must be filed with the Commissioner of Insurance at the Texas Department of Insurance, 333 Guadalupe, PO Box 149104-MC 113-1A, Austin, Texas 78714-9104, (512) 463 6328 not later than the 30th day after receipt of this letter.

Texas Insurance Code Section 2210.552 provides a person insured under this chapter who is aggrieved by an act, ruling, or decision of the association related to the payment of, the amount, or the denial of a claim may bring an action against the association, including an action under Chapter 541; or appeal the act, ruling, or decision under Section 2210.551. A person may not proceed under both Section 2210.551 and 2210.552 for the same act, ruling, or decision.

If you have any questions, or wish to discuss the claim further, I can be reached during normal business hours at 512 505 2121.



Corey Crawford
Claims Supervisor

Sincerely,

Corey Crawford
Claims Supervisor
Texas Windstorm Insurance Association

CC:

[REDACTED]
[REDACTED]
[REDACTED]