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**IN THE UNITED STATES DISTRICT COURT,
STATE OF UTAH, CENTRAL DIVISION**

JOHN CHAD ANDREW, an individual,

Plaintiff,

vs.

THE TRAVELERS HOME AND MARINE
INSURANCE COMPANY,

Defendant.

DECLARATION OF CHAD ANDREW

Case No. 1:20-cv-00179-DBB-JCB

Judge: David Barlow

Magistrate Judge: Jared C. Bennett

Pursuant to Utah Code Ann. § 78B-5-705, Chad Andrew declares as follows:

1. My name is Chad Andrew.
2. I am the Plaintiff in the above-captioned matter and have personal knowledge of each statement in this declaration.
3. After I submitted my claim for ice damage to my decks, Travelers never conducted an in person inspection.
4. The components that were damaged by the ice dam on February 29, 2019 (the “Ice Dams”) include the structures supporting the deck, the underlayment, the substrate under the deck coating, as well as the decorative composite coating finish material on the top of the deck.
5. The decorative composite material on the decks is not a “paved” surface.

6. A paved surface is something that can be driven on or parked on.

7. I saw the damage from the Ice Dams to the decks occurred within a few weeks of the Ice Dams forming.

8. It was not a result of damage occurring over a long period of time, but rather was a result of a single event—the ice damming

9. On February 29, 2019, the Ice Dam formed on the decks of my home located at 1527 Homestead Cir., Centerville, Utah.

10. Prior to the Ice Dams, the decks were in good shape, not damaged, and showed no signs of cracking nor any deterioration, or wear and tear.

11. Within two weeks of the Ice Dams forming, I noticed, for the first time, damage to the edges of the decks at the Property.

12. In May, 2019, I filed a claim for damage to the decks caused by the Ice Dams (the “Deck Claims”).

13. Decks and patios are not synonymous, as patios are on the ground.

14. I consider the portions of my property that were damaged to be decks or porches and have never considered them patios, paving, or pavement and have never heard them be referred to as patios, paving, or pavement other than by Travelers.

15. Traveler’s own adjuster, Landon Webb, defined the structures at issue as decks rather than patios or pavement.

16. Traveler’s adjuster Landon Webb originally went to the Property to evaluate a hail damage claim.

17. While there, I asked Mr. Webb about the damage to the decks and had him inspect it.

18. I explained to Mr. Webb that there was ice damming on the decks on February 29, 2019 that caused the damage to the decks.

19. Landon Webb then stated policies don't typically cover patios around a pool or on the ground, but because the decks are elevated and built into the structure, they would be covered.

20. Landon Webb then went to his vehicle to review handbook or manual addressing patios and policy exclusions, and then confirmed to Andrew that just patios on the ground were excluded, not decks.

21. I then filed a claim for the Ice Dam damage to the decks.

22. Travelers did not have an adjuster or anyone else physically inspect the decks in person other than Landon Webb.

23. In June, 2019, I received a claim denial letter from Travelers that indicated the claim was denied because it involved freezing and thawing damaging "patios."

24. After receiving the June, 2019 denial letter, I spent a year attempting to get a substantive response from Travelers for the Deck Claim and the reasoning for why Travelers had determined that the decks were "patios" rather than decks.

25. I called at least four times to attempt to get this explanation, and each time I was told that Travelers would look into it and call back with substantive information.

26. But each time Travelers failed to call back, causing me to call again.

27. Travelers also failed and refused to conduct an onsite inspection.

28. It took over a year to obtain a substantive response from Travelers.

29. After my persistence for a year, and without having ever receiving a call back or an explanation for the June 2019 denial letter, in June, 2020, Travelers sent a second letter that avoided the patio vs. deck issue altogether.

30. In that letter, without having conducted an additional inspection or investigation of the claim, Travelers now claimed that the damage was Loss caused by either:

(4) Constant or repeated seepage or leakage of water or steam, the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more . . .

[or]

(6) Any of the following:

(a) Wear and tear, marring, deterioration;

(f) Settling, shrinking, bulging or expansion, including resultant cracking, of bulkheads, pavements, patios, footings, foundations, walls, floor, roofs or ceilings.”

31. But even to this day Travelers has never explained how it reached a conclusion that any of these exclusions apply or why any of these exclusions apply.

32. The damage to the decks was a result of the Ice Dams, not long term water seepage, wear and tear, deterioration, mechanical breakdown, latent defect, or any quality in property that causes it to damage to destroy itself and concluded that there were not the causes of the loss.

33. Through my own personal observations, I observed the damaged was caused by the Ice Dams.

I declare under penalty of perjury of the laws of the State of Utah that the foregoing is correct.

DATED this _____ day of March, 2022.

Chad Andrew

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of March, 2022, a true and correct copy of the foregoing document was filed with the Court via notice of electronic service and served by the method indicated below, to the following:

Mark A. Nickel	<input type="checkbox"/> U.S. Mail, Postage Prepaid
Tyler J. Moss	<input type="checkbox"/> Hand Delivered
GORDON REES SCULLY MANSUKHANI,	<input type="checkbox"/> Email
LLP	<input type="checkbox"/> Overnight Mail
460 West 50 North, 5 th Floor	<input type="checkbox"/> Facsimile
Salt Lake City, Utah 84101	<input checked="" type="checkbox"/> Notice of electronic service
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