Halvorsen Claim - Summary and Chronology

What matters:

- The sworn interrogatory answers give "None." for prior claims and "None known." for roof repairs; Mrs. Halvorsen described the 2021 claim and the 2022 boot replacement at her 05/12/2026 EUO (Rog p. 4; CF p. 20; LH EUO p. 14).
- CCPC's 03/04/2026 reservation of rights, its counsel's 04/09/2026 examination notice and its 06/03/2026 determination put quotation marks around policy wording that differs from the certified form, including "before it is repaired, removed or discarded" (CF pp. 110, 224; Pol p. 22) and "that is sudden and accidental" (CF p. 267; Pol p. 15).
- Counted from the 09/28/2026 order, the CMO's twenty days to agree on a mediator end 10/18/2026, after the last packet entry of 10/13/2026; no notice of mediator is in the packet (CMO pp. 1-2; CF p. 17).
- Counted from the 06/03/2026 no-payment letter, the 180-day holdback period under CC RC 01 24 ends 11/30/2026, twelve days after the 11/18/2026 depositions (Pol pp. 36-37; CF pp. 262-263, 269; Dep Not pp. 1, 3).
- On CCPC's calculation, covered damage plus allowed mitigation is $8,130.92 at actual cash value and $9,107.01 at replacement cost, against the $8,760.00 hurricane deductible; no indemnity has been paid (CF pp. 265, 296).
- Captions for the insureds' produced photographs carry file-name dates of 02/12/2026 for the ceiling stains, four days before the 02/16/2026 first notice and six days before DryPoint removed the ceilings on 02/18/2026 (CF pp. 19, 38, 250-251).

Carrier: Coquina Coast Property & Casualty Insurance Company ("CCPC") (Pol p. 3)

Named insureds: Erik Halvorsen and Lucia Halvorsen (Pol p. 3)

Loss location: 1418 Seagrape Terrace, Coral Hammock, FL 33999, Broward County, a one-story concrete block house built in 1994 with a hip roof of laminated asphalt shingles of about 28.6 squares (Pol p. 3; CF pp. 3, 53)

Policy: CCH3-4471029, Homeowners 3 Special Form CC HO3 07 24, renewal declarations issued 05/02/2025, period 06/01/2025 to 06/01/2026, Coverage A $438,000, hurricane deductible $8,760 (Pol pp. 3-5)

Claim number: CC-26-0031874; prior claim CC-21-0009315 concerned the same master bedroom ceiling (CF pp. 1-2)

Date of loss: 09/14/2025, Hurricane Delphine; first reported by telephone on 02/16/2026, 155 days later (CF pp. 18-19)

Cause of loss: The sworn proof of loss states "Hurricane Delphine wind and wind-driven rain" (CF p. 230). CCPC accepts wind damage at six creased tabs on the north slope and attributes the master bedroom and master closet water to the deteriorated plumbing vent boot (CF pp. 262, 264, 267-268).

Agent: Mangrove Insurance Group, LLC, Coral Hammock (Pol p. 3)

Mortgagee: Harborline Federal Savings, its successors and/or assigns (Pol p. 6)

Public adjuster: Simone Arceneaux, Halyard Public Adjusters, LLC, under a contract both insureds signed on 03/02/2026 (CF p. 5)

Independent adjuster: Tomas Ilyin, Brackish Bay Claims Services, LLC, who inspected on 02/24/2026 (CF pp. 2, 52)

Suit: Halvorsen v. CCPC, Case No. CACE-26-018233, Circuit Court of the Seventeenth Judicial Circuit, Broward County, Judge Amelia Carrow; filed 08/11/2026 and served 08/20/2026 (Compl pp. 1, 12; CMO p. 2)

Plaintiffs' counsel: Nadia Thornbury, Esq., Vasquez Thornbury, P.A., representing the insureds since the Notice of Intent of 06/22/2026 (Compl p. 6; CF p. 14)

Referral: Corinne Abadie, CCPC Litigation Claims Specialist, assigned the suit to this office on 08/21/2026 and requested this summary on 10/13/2026 (CF pp. 291, 297)

Status: The suit is in discovery under a case management order entered 09/28/2026, with discovery closing 03/26/2027 and a trial period beginning 07/12/2027 (CMO p. 1). Both insureds are noticed for deposition on 11/18/2026 (Dep Not pp. 1, 3). CCPC has paid $0.00 in indemnity and $10,809.65 in expense (CF p. 296).

Cite keys: CF is the Chronological Claim File (297 pages); Pol the certified policy (39 pages); EH EUO and LH EUO the 05/12/2026 examinations under oath (EUOs) of Erik and Lucia Halvorsen, cited by transcript page; Compl the complaint, summons and return; Ans the answer and affirmative defenses; CMO the case management order; Rog plaintiffs' sworn interrogatory answers; Dep Not the deposition notices. Page numbers follow PDF page order in each file; Bates numbers are not used. CF pages 34 to 36, 101 to 105, 130, 131, 230 to 232 and 245 to 249 are scans, read from the page images.

1. Nature of the Claim

The Halvorsens claim that Hurricane Delphine damaged the roof on all four slopes and drove rain into the master bedroom, master closet, hallway and guest bedroom (Compl pp. 2, 4). CCPC accepted wind damage at six creased shingle tabs on the north slope, the north gutter and downspout, two screen panels and the hallway and hall closet ceilings, at **$7,123.31** replacement cost (CF pp. 262, 265). It paid nothing because actual cash value plus allowed mitigation, **$8,130.92**, is below the **$8,760.00** hurricane deductible, though replacement cost plus allowed mitigation is $9,107.01 (CF pp. 263, 265). Plaintiffs sue for **$75,627.06**, built on the **$76,564.24** full-replacement estimate of Halyard, their public adjuster, plus the invoice of DryPoint, the mitigation company, less the deductible (Compl p. 5; Rog p. 5). The complaint disputes the extent of wind damage to the roof (Compl p. 4) and the source of the master bedroom and closet water (Compl pp. 2, 5). The answer pleads that the 155-day interval before notice and the removal of the ceilings before inspection prejudiced CCPC (Ans pp. 5-7).

The complaint alleges that "no exclusion or limitation in the Policy bars or reduces coverage for the loss" (Compl p. 5). It seeks unpaid benefits "presently estimated at $75,627.06," with interest, costs and attorney's fees to the extent permitted by law, and demands a jury (Compl p. 5). It alleges that CCPC's determination "rests on an incomplete investigation" and on an engineering opinion that disregards the winds, the damage to all four slopes and the findings of

the insureds' roofer and public adjuster (Compl p. 4). CCPC pleads nine affirmative defenses: prompt notice, wear and tear, 14-day seepage, the rain-entry provision, pre-existing damage, the hurricane deductible, the $10,000 mold limit, post-loss duties and setoff (Ans pp. 5-8).

When he reported the claim on 02/16/2026, Mr. Halvorsen told intake he noticed the stain "about a week after the hurricane" and that it "got bigger after the rains this month" (CF p. 19). The intake record lists no contractor or public adjuster as reported (CF p. 19). On 02/12/2026, four days before the report, Keystone Peak Roofing, the insureds' roofer, knocked on the door, inspected for free, checked "Wind damage" and full replacement, and referred the insureds to Halyard (CF pp. 53, 245; EH EUO pp. 32-33). Mr. Halvorsen placed that visit at "maybe three, three-thirty" (EH EUO p. 33). Captions for produced Photos 1 to 9 list 02/12/2026 and file names from IMG_20260212_093114.jpg to IMG_20260212_110305.jpg, with Photo 5, the Keystone truck, at IMG_20260212_104518.jpg; the pages take dates from file names and print stamps (CF pp. 250-254).

The same ceiling was the subject of prior claim CC-21-0009315, which Mrs. Halvorsen reported on 08/05/2021 (CF p. 20). The 08/30/2021 closing letter closed the claim without payment and called the boot "a maintenance item" (CF p. 29). It states, "We recommend that the vent boot be repaired or replaced to prevent further water entry." (CF p. 29). Mrs. Halvorsen testified that a handyman she knew only as Ruben replaced the boot in early 2022 for about three hundred dollars in cash (LH EUO pp. 14-15, 17-18). She testified that she painted the dried ceiling a few weeks later (LH EUO p. 17). She did not tell CCPC of the repair because "The claim was closed." (LH EUO p. 18). No invoice, photograph or other record of that repair had been received as of 09/04/2026 (CF pp. 243, 294).

DryPoint removed about 272 SF of wet ceiling drywall and insulation in the master bedroom and closet on 02/18/2026 and tarped the north and west slopes (CF pp. 38-39). Neither insured is sure who supplied DryPoint's number; Mrs. Halvorsen thought the insurance company or the roofer (EH EUO p. 51; LH EUO p. 30). DryPoint told CCPC it was on site at the insureds' request (CF p. 3). Mrs. Halvorsen signed the work authorization that day (CF p. 36). It makes the owner responsible for "any amount the insurance company does not pay," directs CCPC to include DryPoint as a payee for its emergency services, and states, "Benefits are not assigned." (CF p. 35). It also requires the owner to tell DryPoint before the debris is hauled if the owner or insurer asks that removed materials be held (CF p. 36). CCPC's 02/17/2026 acknowledgment letter had asked the insureds to keep removed materials "at the property until our field adjuster has had a chance to see them" (CF p. 32). DryPoint photographed the wet drywall before removal (CF pp. 40-41). Its 02/18/2026 log records dark staining on the closet framing and on the underside of the decking near the plumbing vent (CF p. 38).

Field adjuster Tomas Ilyin inspected on 02/24/2026 and found **six creased tabs** on the north slope above the hallway, with widespread granule loss and thermal cracking on all slopes (CF p. 4). He could not observe the master bedroom and closet ceilings and recorded the removed drywall and insulation "not on site" (CF p. 55). He recorded a hallway ceiling stain of approximately 8 ft by 8 ft, dark staining on the master closet framing, 46 LF of bent gutter and two torn screen panels (CF pp. 4, 55). He saw cracking and weathering at the vent boot collar but could not tell from the roof whether that penetration related to the master bedroom (CF p. 54).

Halyard's 03/31/2026 demand says the roof "was a sound roof that was keeping the house dry until Hurricane Delphine" (CF p. 138). It says the insureds reported "when the extent of the damage became apparent" and that CCPC "was not prejudiced" because "the damage is still there to be seen on every slope" (CF p. 139). It calls DryPoint's removal "required to protect the home from further damage, as the policy requires" (CF p. 139). It describes the 2021 matter as "a small vent item" that "was taken care of years before Hurricane Delphine" (CF p. 140).

Keystone's 03/25/2026 letter reports **"over 40 lifted and creased shingles across all four slopes"** and says the roof "can not be repaired" (CF pp. 130-131). It says that when Keystone tried to lift tabs to check the seal strip, they "cracked in our hands" (CF p. 130). It adds, "The shingle on this roof is no longer made." (CF p. 130). It states its understanding that the Florida Building Code requires replacement when more than 25% of a roof section is repaired or replaced within a 12-month period (CF p. 131). Keystone limits decking to any "found damaged at tear off", while Halyard's estimate replaces all 2,640 SF of decking "per code" (CF pp. 131, 141). Mr. Halvorsen testified to no personal knowledge of wind damage across the roof: "I'm going by what the roofer said. And Simone agreed with it." (EH EUO p. 37). Asked the basis for disagreeing with the engineer, he answered, "Keystone. And Simone." and added, "We heard it on the roof." (EH EUO p. 56).

StormLedger, Halyard's weather consultant, models a peak 3-second gust of **74 mph** at the property at 6:40 p.m. on 09/14/2025 (CF p. 132). The nearest airport station, 9.2 miles southwest, measured a 58 mph peak gust; other stations within 15 miles in the StormLedger report recorded 55 to 79 mph (CF pp. 6, 135-136). CCPC's engineer, Tidemark, notes that the modeled and airport values are both below the 110 mph rating on a shingle wrapper found in the attic and adopts neither (CF p. 181). It adds that wind in either range "can produce isolated tab creasing on a roof of this age" (CF p. 181). CCPC's determination says it "has not disputed that Hurricane Delphine produced damaging wind at the property" (CF p. 268). The Civil Remedy Notice (CRN) says CCPC relied on the airport station 9.2 miles away and "did not obtain any weather analysis for the property" (CF p. 288).

Engineer Graham Pettibone, P.E., of Tidemark examined all 43 chalk-circled shingles on 03/19/2026 with Keystone's estimator and Halyard present (CF pp. 177-178, 182). He found creasing only at the six north-slope tabs and found the conditions of the other 37 circled shingles consistent with age (CF p. 185). He found the vent boot cracked and UV-degraded, with staining and delamination in the decking beneath it (CF pp. 183, 188). He attributed the master bedroom water to "the deteriorated plumbing vent boot" and the hallway stain to rain through the creased tabs (CF pp. 186, 188). He found the north slope repairable and decking replacement not indicated, and put matching and code questions outside his scope (CF p. 187).

Halyard's estimate prices the guest bedroom at $673.20 (CF p. 143). CCPC's notes record the guest bedroom as "not reported at FNOL and not in IA scope", using FNOL for the 02/16/2026 phone report and IA for Ilyin (CF pp. 1-2, 7). Tidemark found that ceiling intact with faint discoloration of about 1 ft by 2 ft near the wall shared with the master closet (CF p. 185). Mr. Halvorsen testified he thinks there is "a spot by the window" and does not know that he ever noticed anything there (EH EUO p. 39).

CCPC's 06/03/2026 determination allowed $1,983.70 of DryPoint's $7,822.82 invoice and denied the master bedroom and closet, the guest bedroom, mold and full roof and decking

replacement (CF p. 263). It called the cracked boot “wear and tear and deterioration” and read the decking staining as seepage over 14 or more days (CF p. 267). It stated, “No opening was made by the direct force of wind above these rooms” (CF p. 267). It denied mold on the ground that the water source is excluded, with the $10,000 fungi limit applying in any event (CF p. 268). Ms. Arceneaux called on 06/05/2026 to say she disagreed (CF p. 13).

Counsel filed a Notice of Intent (NOI) on 06/22/2026 demanding $75,627.06 plus fees and costs (CF pp. 271, 273). The 07/09/2026 CRN alleges failure to settle in good faith, failure to adopt standards for proper investigation and failure to explain the denial (CF pp. 285, 287). It also alleges that the insurer ignored the reports of Keystone, StormLedger and Clearpath, Halyard’s mold assessor (CF pp. 119, 288). CCPC’s 09/04/2026 response denies each violation and declines the $75,627.06 cure (CF p. 292). On the ignored-reports charge it answers, “It did not.” (CF p. 293).

2. Policy and Coverages

- Form: CC HO3 07 24 with endorsements CC HD 01 24 (hurricane deductible), CC LF 01 24 (limited fungi), CC RC 01 24 (replacement cost) and CC FL 07 24 (Florida amendatory) (Pol p. 7).
- Period: 06/01/2025 to 06/01/2026, certified as in force on 09/14/2025 (Pol pp. 1, 3).
- Limits: Coverage A $438,000; B $8,760; C $219,000; D $43,800; Ordinance or Law 25% of Coverage A (Pol p. 4).
- Deductible: “Hurricane: 2% of Coverage A ($8,760)”; All Other Perils $2,500 (Pol p. 5). “If the total covered hurricane loss is equal to or less than the hurricane deductible, no payment is due for that hurricane.” (Pol p. 33)
- Settlement: replacement cost under CC RC 01 24, with actual cash value paid until repair; the holdback, the difference between actual cash value paid and replacement cost, requires completing the repair and claiming it “within 180 days after the actual cash value payment” (Pol pp. 36-37). Where actual cash value does not exceed the deductible, the date of CCPC’s written notice “is treated as the date of the actual cash value payment” (Pol pp. 36-37).
- Direct physical loss, 5.1(b): a condition that has not caused physical damage, “such as the age of a roof or the fact that a material is no longer manufactured, is not by itself a direct physical loss” (Pol p. 15).
- Rain entry, 5.2(f): interior rain loss is covered only where “the direct force of wind or hail makes an opening in a roof or wall and the rain enters through this opening” (Pol p. 16). Water entering around a vent “that has not itself been opened or broken by the direct force of wind or hail is not covered under this paragraph” (Pol p. 16).
- Wear and tear, 5.2(g)(1): includes “the cracking, splitting or hardening of vent boots, seals and flashing from age or exposure to sunlight” (Pol p. 16).
- Seepage, 5.2(h): “constant or repeated seepage or leakage of water or steam over a period of 14 or more days,” including through “a vent boot,” whether hidden or known to an insured (Pol p. 17).
- Roof covering, 2.14: includes vent boots and “does not include the roof decking or framing” (Pol p. 10).
- Ordinance or Law, 4.11(b): undamaged parts are covered only where the law in force at the time of the repair “actually requires” that the undamaged part be removed, replaced or brought up to current standards as a condition of repairing the damaged part (Pol p. 15).
- Fungi, CC LF 01 24: $10,000 aggregate, only where the water that allowed growth “was itself caused by a peril that this policy covers” (Pol pp. 34-35).

- Duties, 7.3: prompt notice “to us or our agent”; “If a failure to perform any of these duties prejudices us, we have no duty to provide coverage for the loss.” (Pol p. 21). The duties include protecting the property by “stopping the source of water, covering openings, and drying wet areas,” and showing the damaged property “[a]s often as we reasonably require” (Pol p. 22).
- Notice limit, CC FL 07 24: a claim is barred unless noticed “within 1 year after the date of loss” and the limit does “not replace or shorten the duty to give prompt notice” (Pol p. 38).
- Concealment or Fraud, 7.14: no coverage for an insured who knowingly hid or misstated a material fact, including in an examination under oath (Pol p. 27).
- Uniform appearance, 7.4(c): no payment to replace undamaged parts on other roof slopes, elevations or rooms “solely because replacement material does not exactly match the existing material, except where Florida law requires otherwise” (Pol p. 23).

3. Claim Amounts and Payments

Item	Amount	Source
2021 prior claim estimate	$1,940.18 replacement cost; below $2,500.00 deductible	CF p. 28
Ilyin initial estimate, 02/26/2026	$2,108.25 replacement cost; $1,385.03 actual cash value	CF pp. 98-99
DryPoint invoice DP-26-0219	$7,822.82	CF p. 100
Halyard estimate, 03/30/2026	$76,564.24 replacement cost; roof $36,445.29; mold $9,494.00	CF pp. 141, 143-144
Sworn proof of loss, 04/14/2026	$67,804.24	CF p. 232
Ilyin revised estimate, 04/28/2026	$7,123.31 replacement cost; $6,147.22 actual cash value; north slope roof $1,639.85	CF pp. 239, 241
Mitigation allowed	$1,983.70	CF p. 265
Mitigation not allowed	$5,839.12	CF p. 12
CCPC covered total	$9,107.01 replacement cost; $8,130.92 actual cash value	CF p. 265
NOI demand, CRN cure demand and complaint estimate of unpaid benefits	$75,627.06	CF pp. 273, 289; Compl p. 5
Keystone replacement estimate	not priced in the packet	CF p. 131
Clearpath mold assessment	none	CF pp. 119-125
Indemnity paid	$0.00	CF p. 296

Date	Amount	Basis
03/10/2026	$1,186.40	Brackish Bay Claims Services, LLC, EFT 0088410 (CF p. 296)

Date	Amount	Basis
04/20/2026	$3,450.00	Tidemark Forensic Engineering, LLC, EFT 0089017 (CF p. 296)
05/05/2026	$642.00	Brackish Bay Claims Services, LLC, EFT 0089355 (CF p. 296)
05/26/2026	$1,318.75	Seaboard Reporting, LLC, EFT 0089790 (CF p. 296)
06/15/2026	$4,212.50	Delaune Pratt, P.A., EFT 0090211 (CF p. 296)

The difference between Halyard's replacement cost and Ilyin's revised estimate is $69,440.93 (CF pp. 144, 241). Halyard prices 184 LF of gutter, 68 LF of downspout, nine screen panels and 2,640 SF of decking; Ilyin allows 46 LF, 22 LF, two panels and no decking (CF pp. 141, 239). Halyard also adds a steep roof charge for a "7/12 to 9/12 slope" while Ilyin and Tidemark measured about 5/12 (CF pp. 53, 141, 180). The NOI computes the $75,627.06 demand as Halyard's $76,564.24 plus DryPoint's $7,822.82, less the $8,760.00 deductible (CF p. 273). The same figure equals the $67,804.24 proof of loss amount plus $7,822.82 (CF pp. 100, 232). CCPC allowed the tarp at $991.20, the service call at $395.00, five monitoring days at $410.00 and the debris haul at $187.50 (CF p. 265). It ties the rest to the master bedroom and closet and to equipment days beyond the five periods in the logs (CF pp. 12, 266). The full 420 SF tarp was allowed, though Ilyin's report places part of it over the west slope (CF pp. 54, 265). At actual cash value the covered total falls short of the deductible by $629.08 (CF p. 265). At replacement cost it exceeds the deductible by $347.01 (CF p. 265). On both Ilyin estimates the line depreciation does not add to the stated total, $946.28 against $976.09 on the revised estimate and $701.13 against $723.22 on the first, and actual cash value stays below the deductible on either figure (CF pp. 98-99, 239-241).

4. Principal Participants

- Erik Halvorsen and Lucia Halvorsen: named insureds, plaintiffs (Pol p. 3; Compl p. 1)
- Dana Whitcombe: Senior Property Claims Adjuster, CCPC, handling the claim from 02/17/2026 to the 06/22/2026 litigation transfer; signed the 06/03/2026 determination (CF pp. 1, 14, 270)
- Corinne Abadie: Litigation Claims Specialist, CCPC, from 06/22/2026; author of the NOI and CRN responses (CF pp. 14, 284, 295)
- Tomas Ilyin: field adjuster, Brackish Bay Claims Services, LLC; inspected 02/24/2026 and wrote both CCPC estimates (CF pp. 52, 237)
- Graham Pettibone, P.E.: Tidemark Forensic Engineering, LLC, CCPC's engineer; inspected 03/19/2026 (CF pp. 176-177)
- Simone Arceneaux: public adjuster, Halyard Public Adjusters, LLC; attended the engineer inspection and both EUOs (CF pp. 5, 7, 10)
- Wade Brannigan: estimator, Keystone Peak Roofing, Inc., the insureds' roofer; inspected 02/12/2026 and attended the engineer inspection (CF pp. 7, 131, 245)
- Luis Ferro: project manager, DryPoint Restoration of South Florida, LLC (CF pp. 3, 36)
- Jasmine Whitlock (Clearpath Environmental Consulting, Inc.) and Priya Venkataraman (StormLedger Weather Forensics, LLC): mold and weather consultants retained for Halyard (CF pp. 125, 132)

- Marguerite Delaune, Esq.: Delaune Pratt, P.A., CCPC's EUO counsel (CF p. 223)
- Nadia Thornbury, Esq.: Vasquez Thornbury, P.A., plaintiffs' counsel (Compl p. 6)
- Calloway Reese, P.A.: this office, defense counsel (Ans p. 8)
- Amelia Carrow: Circuit Judge, Seventeenth Judicial Circuit (CMO p. 2)
- Minor: Corey Nadal and P. Lindqvist, 2021 adjusters (CF pp. 22, 29); Ruben, a handyman per Mrs. Halvorsen, surname unknown (LH EUO pp. 14-16); Sandpiper Home Inspections, Inc., 2014 inspector (CF p. 243); Seaboard Reporting, LLC, EUO reporter (CF p. 296); Marisol Tennant, CCPC Underwriting Records Custodian (Pol p. 1)

5. Status as of the Last Entries in This Packet

The 10/12/2026 financial report shows reserves of $40,000.00 indemnity, set 06/24/2026 after the NOI, and $45,000.00 expense, set 08/21/2026 (CF pp. 14, 296). Indemnity moved from an initial $15,000.00 to $45,000.00 after the Halyard estimate and $5,000.00 after the determination (CF pp. 8, 13, 296). CCPC reviewed SIU referral criteria twice and recorded "no fraud indicators on present facts" on 05/13/2026 (CF pp. 2, 11). Depositions are noticed for 11/18/2026, Mr. Halvorsen at 10:00 a.m. and Mrs. Halvorsen at 1:30 p.m. (Dep Not pp. 1, 3).

- The CMO requires agreement on a mediator within twenty days of the 09/28/2026 order (CMO p. 1). The twentieth day is 10/18/2026, after the last packet entry of 10/13/2026, and no notice of mediator is in the packet (CMO pp. 1-2; CF p. 17).
- Remaining CMO dates: amendments 12/18/2026; plaintiffs' experts 01/22/2027; defendant's experts 02/19/2027; discovery close 03/26/2027; mediation by 04/23/2027; dispositive motions heard by 05/28/2027; witness and exhibit lists 06/11/2027; trial period from 07/12/2027, estimated at three days (CMO pp. 1-2).
- Rog No. 13 says Arceneaux, Brannigan, Venkataraman and Whitlock may offer opinions (Rog p. 6).
- CCPC's EUO counsel reserved all rights on the record, naming Concealment or Fraud among four provisions; none of the nine pleaded defenses rests on condition 7.14 (EH EUO p. 59; Ans pp. 5-8; Pol p. 27).
- Vent boot repair records, requested 04/09/2026, had not been received as of the 09/04/2026 CRN response (CF pp. 225, 294). Both deposition notices request them "to the extent not already produced" (Dep Not pp. 1, 3). Mrs. Halvorsen's notice also asks for any calendar entry, message or photograph showing when the master bedroom staining was first observed (Dep Not p. 3).
- On the 07/02/2026 reinspection offer, the 07/16/2026 entry reads "No reinspection scheduled." and "No further correspondence from counsel." (CF p. 15). The CRN response says the reinspection and records offers "remain open" (CF p. 293).
- Counted from the 06/03/2026 no-payment notice under endorsement CC RC 01 24, the 180th day is 11/30/2026 (Pol pp. 36-37; CF pp. 262-263).
- Plaintiffs do not presently claim additional living expenses (Rog p. 7).

6. Chronology

Date	Event
07/22/2008	Re-roof permit B08-11427 finaled for 29 squares; no later roofing permit is recorded (CF p. 37)
04/21/2014	Sandpiper home inspection: shingles "approximately 6 years old", south slope granule loss, vent boots serviceable (CF pp. 243, 246-248)

Date	Event
08/05/2021	Mrs. Halvorsen reports a master bedroom ceiling stain after afternoon storms, claim CC-21-0009315 (CF p. 20)
08/12/2021	Nadal finds a 3 ft by 2 ft stain below a cracked vent boot, no wind or hail damage (CF p. 22)
08/30/2021	**Prior claim closed without payment; $1,940.18 estimate under deductible; boot called a maintenance item** (CF pp. 28-29)
Early 2022	Per Mrs. Halvorsen, Ruben replaces the boot for about three hundred dollars cash; she later paints the ceiling (LH EUO pp. 14, 17-18)
09/14/2025	**Hurricane Delphine makes landfall in the evening, as plaintiffs allege and CCPC admits; CCPC denies that StormLedger's modeled 74 mph gust reflects the property; airport station 58 mph** (Compl p. 2; Ans p. 2; CF pp. 132, 135)
Late 09/2025	Per Mr. Halvorsen, he first sees the master bedroom stain, about the size of a dinner plate (EH EUO pp. 28-29)
Late 11/2025	Per Mrs. Halvorsen, she first sees the stain in Thanksgiving week (LH EUO pp. 22-23)
01/2026	Per Mrs. Halvorsen, hallway stain and musty master closet odor first noticed (LH EUO pp. 25-26)
Early 02/2026	Heavy rains; per Mr. Halvorsen, the master bedroom stain grows, sags and, he thinks, drips a little (EH EUO p. 32)
02/12/2026	Keystone door-to-door inspection checks wind damage and full replacement; captions of produced photographs dated 02/12/2026 list ceiling stains (CF pp. 245, 250-251)
02/16/2026	**Claim reported by phone, 155 days after the storm; prior claim flagged at intake** (CF pp. 1, 18-19)
02/17/2026	Acknowledgment letter asks insureds to keep removed materials (CF pp. 31-32)
02/18/2026	**DryPoint removes master bedroom and closet ceilings and tarps roof** (CF pp. 38-39)
02/24/2026	Ilyin inspection: six creased north-slope tabs; master bedroom and closet ceilings gone; attic not entered (CF pp. 4, 54)
02/27/2026	DryPoint invoice, $7,822.82, bills seven days of equipment and monitoring (CF p. 100; CF p. 5)
03/02/2026 to 03/03/2026	Insureds sign Halyard contract at a 10% fee; letter of representation routes all contact through Halyard (CF pp. 5, 106)
03/04/2026	Reservation of rights on notice, wear and tear, seepage, rain entry, prior damage, mold and deductible (CF p. 5)
03/19/2026	**Tidemark, retained 03/05/2026, inspects roof and attic with Halyard and Keystone present** (CF pp. 6, 177-178)
03/25/2026	Keystone letter: over 40 lifted and creased shingles, roof not repairable, shingle discontinued, code replacement (CF pp. 130-131)
03/27/2026	StormLedger report for Halyard models a 74 mph peak gust at the property (CF p. 132)
03/31/2026	Halyard demand submits its $76,564.24 estimate with Keystone, StormLedger and Clearpath reports (CF pp. 138, 144)

Date	Event
04/06/2026	**Tidemark report: six wind-creased tabs; master bedroom water from vent boot; repair feasible** (CF pp. 176, 186-188)
04/09/2026	EUO notice and document requests, including vent boot repair records and pre-storm photographs (CF pp. 223-225)
04/14/2026	Sworn proof of loss signed by both insureds, $67,804.24 (CF p. 232)
04/28/2026	Ilyin revised estimate follows the engineer, replacement cost $7,123.31, actual cash value $6,147.22 (CF p. 241)
05/12/2026	EUOs of both insureds, without counsel; all rights reserved on the record, including Concealment or Fraud (CF p. 10; EH EUO p. 59)
05/29/2026	Production: 24 photos, all 02/12/2026 or later by file names and print dates; no vent repair record; Sandpiper excerpt (CF p. 12)
06/03/2026	**Coverage determination: $8,130.92 below $8,760.00 deductible; no payment** (CF pp. 262-263)
06/22/2026	Notice of Intent demands $75,627.06; file moves to Litigation Claims (CF pp. 14, 273)
07/02/2026	CCPC stands on determination; offers reinspection with Keystone present and review of vent records (CF pp. 282-284)
07/09/2026	Civil Remedy Notice 512409 filed, alleging three violations and demanding a $75,627.06 cure (CF pp. 285, 287, 289)
08/11/2026	Complaint filed, one count for breach of contract; served through the Chief Financial Officer 08/20/2026 (Compl pp. 1, 5, 12)
08/21/2026	Suit referred to this office with the claim file, policy, EUO transcripts and engineer report (CF pp. 15, 291)
09/04/2026	CCPC response denies each CRN violation; no cure payment; reinspection and records offers remain open (CF pp. 292-293)
09/09/2026	Answer and nine affirmative defenses filed, led by prompt notice and wear and tear (Ans pp. 1, 5-8)
09/28/2026	Case management order entered; trial period from 07/12/2027 (CMO p. 1)
10/05/2026	**Sworn interrogatory answers served; they state “None.” for prior claims and “None known.” for roof repairs** (Rog pp. 4, 8)
10/08/2026	Depositions of both insureds noticed for 11/18/2026, with requests for vent repair records and photographs (Dep Not pp. 1, 3)

7. Document Index

Document	Where	Pages	What it is
Certified policy	Pol	1-39	Declarations, HO3 form, four endorsements
Claim notes and first notice	CF	1-19	CCPC diary to 10/13/2026; intake record

Document	Where	Pages	What it is
Prior claim CC-21-0009315	CF	20-30	2021 notes, report, photos, estimate, closing letter
Acknowledgment letter	CF	31-33	02/17/2026 duties letter
DryPoint records; appraiser printout	CF	34-51, 100	Authorization, logs, photos, invoice; permit history at p. 37
Ilyin report, photos, estimate	CF	52-99	02/24/2026 inspection, 80 photos
Halyard contract, representation letter	CF	101-107	March 2026 retention papers
Reservation of rights, emails, consultant reports	CF	108-137	03/04/2026 letter; Clearpath, Keystone, StormLedger reports
Halyard demand, estimate, photos	CF	138-175	03/31/2026 submission, 60 photos
Tidemark report and photos	CF	176-222	04/06/2026 engineering report, 60 photos
EUO notice, emails, proof of loss	CF	223-236	04/09/2026 letter; 04/14/2026 proof of loss
Ilyin revision; Delaune email; Halyard production	CF	237-261	Revised estimate; EUO report email; 05/29/2026 letter, Keystone form, Sandpiper excerpt, photos
Coverage determination	CF	262-270	06/03/2026 letter
Presuit notices, responses, referral	CF	271-295	NOI, CRN, CCPC responses, suit assignment
Financial report; request	CF	296-297	Payments, reserves; 10/13/2026 email
EUO transcripts	EH EUO; LH EUO	1-64; 1-49	05/12/2026 examinations
Pleadings and discovery	Compl; Ans; CMO; Rog; Dep Not	1-12; 1-8; 1-2; 1-8; 1-4	Complaint through deposition notices

Not in the packet: the airport weather station printout (CF p. 6); Keystone's replacement estimate "being provided to you separately" (CF p. 131); the Clearpath laboratory report and chain of custody (CF p. 125); the full 2014 Sandpiper report, produced only as a four-page excerpt (CF pp. 9, 243); the 2021 inspection photographs beyond the eight in the log, of 24 taken (CF pp. 23-27); any record of the 2022 vent boot repair (CF p. 12); DryPoint's moisture maps, requested 02/23/2026 (CF p. 3); the reserve worksheets and the litigation transfer summary (CF pp. 2, 14); the most recent wind mitigation inspection referenced in the declarations (Pol p. 5);

CCPC's written claim handling standards (CF p. 293); CCPC's first interrogatories and requests for production (CF p. 16); and EUO Exhibit 1 as marked (EH EUO p. 19).

8. Notes

The insureds give three different times for first seeing the master bedroom stain or water intrusion and three accounts of the delay. The intake record says "about a week after the hurricane" (CF p. 19). Mr. Halvorsen testified, "A week or two after the storm", then agreed to the examiner's "So late September 2025?" with "Yeah, I'd say late September." (EH EUO pp. 28-29). Mrs. Halvorsen testified, "Around Thanksgiving, when we had family over." (LH EUO p. 22). The joint sworn answer states, "Plaintiffs discovered water intrusion immediately after Hurricane Delphine." (Rog p. 4). CCPC's 06/03/2026 letter states she first observed it in October 2025, but asked about October she answered, "No. Thanksgiving is when I saw it." (CF p. 266; LH EUO p. 23). On the delay, Mr. Halvorsen testified, "It was small, I thought it would dry, and I was busy." and "I didn't know there was damage to the roof. I didn't know we had a claim." (EH EUO p. 50). Mrs. Halvorsen testified, "I thought it was minor. I didn't know it was a roof problem from the storm." and, on not having the roof looked at, "I don't have a good answer. I should have." (LH EUO p. 29). The interrogatory answer says plaintiffs did not understand the extent of the roof damage until a roofing contractor inspected (Rog p. 3). Hallway stain dates also differ: January per Mrs. Halvorsen, 02/24/2026 per Mr. Halvorsen, and 02/12/2026 by file name and print stamp on a produced photograph (LH EUO p. 25; EH EUO p. 55; CF p. 251).

The sworn interrogatory answers give "None." for prior claims and "None known." for roof repairs, though Mrs. Halvorsen described the 2021 claim and the 2022 boot replacement at her EUO. Those answer Interrogatories No. 9 and No. 10; she reported claim CC-21-0009315 (Rog p. 4; CF p. 20; LH EUO p. 14). Shown the 2021 letter, Mr. Halvorsen said, "That was the vent thing. Yeah. It got fixed." (EH EUO p. 20). The persons-with-knowledge answer does not name Ruben (Rog p. 5). On Mr. Halvorsen's knowledge the testimony is mixed. He testified that his wife "handles that", that he "didn't remember the vent thing" and that she "would know more about it" (EH EUO pp. 20, 50, 59). Asked whether she told him of the 2022 repair, Mrs. Halvorsen answered "Probably not." and later said "I don't remember telling him. I might have mentioned it." (LH EUO pp. 18-19). EUO Exhibit 1, as read into the record, is addressed to both insureds and says "deteriorated pipe boot" (EH EUO pp. 19-20). The file copy is addressed to Mrs. Halvorsen and says "cracked and deteriorated vent boot" (CF p. 29).

The permit, declarations and 2014 inspection place the roof at or near 2008, and the later dates trace to the insureds' recollection. Permit B08-11427, finaled 07/22/2008, is the last roofing permit (CF p. 37). The declarations list roof year 2008 (Pol p. 5). The 04/21/2014 Sandpiper report called the shingles "approximately 6 years old" (CF pp. 243, 248). The Sandpiper report also rated the vent boots "Serviceable at the time of inspection" and said rubber boots "degrade with sun exposure over time" (CF p. 248). Asked the source of Halyard's note "Roof installed 2011 per homeowner", Mr. Halvorsen answered, "Probably from me. Or my wife." and recalled 2011 or 2012 (CF p. 141; EH EUO p. 38). The interrogatory answer gives "about 15 years" from what the sellers said (Rog p. 4). The insureds bought the house on 05/16/2014 (CF p. 37). Tidemark and CCPC's answer to the complaint put the roof at about 17 years old (CF p. 187; Ans p. 5). Ilyin recorded the installation date as "not confirmed" (CF

p. 53). Per Mrs. Halvorsen, Ruben said the rest of the roof "looked okay to him for the age" (LH EUO p. 17).

The 43 chalk-circled shingles in Halyard's photo report and the 43 counted by Tidemark are described two ways. Halyard's captions call only N1 to N6 on the north slope "creased tab"; the other 37 describe cracked tabs, lifted edges, granule loss, blisters and nail pops (CF pp. 147-169). Tidemark found creasing only at the six north-slope tabs, with north, east, south and west counts of 6, 11, 14 and 12 against Halyard's 13, 10, 10 and 10 (CF p. 185; CF pp. 147-169). Tidemark reports that tabs "flexed to approximately 45 degrees without cracking" and calls Keystone's brittleness statement "not consistent with the testing performed" (CF pp. 182, 187). CCPC measured the six-shingle repair area against the 25% figure as under 1% of the roof (CF p. 268).

[NOTE: For attorney review: the roof was permitted in 2008 (CF p. 37). SB 4-D (2022), s. 1, ch. 2022-269, Laws of Florida, now s. 553.844(5), Fla. Stat., changed the 25% rule for roofs built to the 2007 Florida Building Code or a later edition; the file does not show which code edition the 2008 permit was issued under.]

The master bedroom and closet ceilings came down before any carrier inspection, and the record on that removal cuts both ways. Ilyin's report says he reached Mr. Halvorsen at 2:15 p.m. 02/17/2026 and asked him to photograph conditions and keep removed materials (CF p. 52). The claim notes instead show a voicemail that day and a first call at 9:10 a.m. on 02/18/2026, with a mitigation company on site; at 11:40 a.m. DryPoint reported the removal under way (CF p. 3). Mr. Halvorsen testified, "I don't remember anybody saying that. The letter might have said something." and that DryPoint "hauled it out" (EH EUO pp. 51, 54). The duty to protect property includes "drying wet areas," and CCPC advised that duty at intake on 02/16/2026 and by call and letter on 02/17/2026 (Pol p. 22; CF pp. 1-2, 32). Mr. Halvorsen told Ilyin he had phone photos of the ceilings before removal, then testified he took none and did not think his wife had (CF p. 55; EH EUO p. 52). Mrs. Halvorsen answered, "I don't think so. I think my pictures are after. I'd have to look." (LH EUO pp. 32-33). Captions list produced ceiling photographs with file-name and print-stamp dates of 02/12/2026, six days before the 02/18/2026 removal (CF pp. 38, 250-251).

Records and testimony from both sides bear on how long water entered at the vent. Mrs. Halvorsen testified that Luis Ferro "said there had been water coming in for a while. Something like that. I don't remember his exact words." (LH EUO p. 33). Her first thought at Thanksgiving was "oh no, not again" because it was the same area as the 2021 stain (LH EUO p. 24). Tidemark found tide lines and rusted nails in the decking near the vent, "indicative of long-term, intermittent water intrusion over a period of months to years" (CF p. 184). The insureds' testimony points the other way. Mrs. Halvorsen testified that the ceiling "was dry until after Delphine" and "stayed white" after she painted it (LH EUO pp. 19, 40). Tidemark could not date the boot by sight and would revise if repair records appear (CF pp. 183, 188). Tidemark entered the attic through "the hallway scuttle", while Ilyin and Mr. Halvorsen place the access in the garage (CF pp. 54, 183; EH EUO p. 31). Clearpath and StormLedger disclaim any opinion on cause, though Halyard's letter attributes the mold to wind-driven rain (CF pp. 125, 136, 139).

On CCPC's 06/03/2026 calculation, covered damage plus allowed mitigation sits $629.08 under the deductible at actual cash value and $347.01 over it at replacement cost, and the

holdback period counted from that letter ends 11/30/2026. CCPC's totals are $8,130.92 at actual cash value and $9,107.01 at replacement cost, against the $8,760.00 deductible (CF p. 265). DryPoint billed seven days; CCPC reads the logs as "five 24-hour equipment periods" and the readings fall on six dates (CF pp. 38, 100, 266). The 06/03/2026 letter told the insureds the holdback may be claimed if repairs are completed within 180 days (CF p. 269). Counted from that letter, the 180th day, 11/30/2026, falls twelve days after the 11/18/2026 depositions (Pol pp. 36-37; Dep Not pp. 1, 3). Plaintiffs say no permanent repairs are done because CCPC has not paid (Rog p. 4). The endorsement allows a written request for more time before the 180 days end where repair cannot reasonably be completed within 180 days for reasons beyond the insureds' control (Pol p. 37).

CCPC's letters put quotation marks around policy wording that differs from the certified policy. The reservation of rights says "The quotations below are from the policy" and quotes a duty to show property "before it is repaired, removed or discarded," as does the EUO notice (CF pp. 110, 224). The certified duty requires showing the damaged property "[a]s often as we reasonably require" (Pol p. 22). The words "removed or discarded" appear on no certified page (Pol pp. 1-39). The 06/03/2026 letter quotes an insuring clause for loss "that is sudden and accidental," while the certified form insures "against risks of direct physical loss" (CF p. 267; Pol p. 15). Its rain-entry quotation reads "rain, snow, sleet, sand or dust, whether or not driven by wind" (CF p. 267). Certified 5.2(f) reads "rain, wind-driven rain, snow, sleet, sand or dust" (Pol p. 16). Its quoted deductible, duties, fungi and holdback sentences also differ from Pol pp. 22, 33, 34-35 and 36-37 (CF pp. 265-269). One quotation tracks the form. The reservation of rights quotes the rain-entry wording as certified after its opening words (CF p. 110; Pol p. 16). Certified 5.2(g)(1) and 5.2(h) name vent boots expressly (Pol pp. 16-17).