



## CLAIM TRANSFER AGREEMENT: TYPE 1 CLAIM

This Claim Transfer Agreement is entered into between \_\_\_\_\_ (“Original Claimant”) and \_\_\_\_\_ (“Transfer Claimant”) on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ with respect to the transfer of a claim filed by Original Claimant, who has been assigned claim number \_\_\_\_\_ (“the Claim”) by Connecticut Foundation Solutions Indemnity Company, Inc. (“CFSIC”).

WHEREAS, Original Claimant has filed an application for a Type 1 (foundation replacement) claim with CFSIC regarding a crumbling foundation at Original Claimant’s eligible residential dwelling located at: \_\_\_\_\_ (the “Dwelling”);

WHEREAS, Original Claimant and Transfer Claimant hereby separately represent and warrant that the date of this Claim Transfer Agreement shown above is concurrent with the date of the sale of the Dwelling by Original Claimant to Transfer Claimant, but is in no event more than 30 full days from the date of sale of the Original Claimant’s eligible residential dwelling, as is evidenced by a valid copy of the recorded deed of transfer of the Dwelling, which is attached hereto and made a material part of this Claim Transfer Agreement;

WHEREAS, Original Claimant wishes to sell the Dwelling to Transfer Claimant and to transfer certain rights, duties, and obligations of the Claim registered with CFSIC to Transfer Claimant under the applicable designation of the Claim as registered with CFSIC as of the date noted above;

WHEREAS, Transfer Claimant agrees to assume from Original Claimant certain rights, duties, and obligations of the Claim registered with CFSIC by Original Claimant under the applicable designation of the Claim as registered with CFSIC as of the date noted above.

Accordingly, Original Claimant and Transfer Claimant agree as follows:

1. Transfer Claimant hereby agrees and understands that, in the event the Claim involves a fully executed Participation Agreement in force as of the date of this Claim Transfer Agreement, then the Participation Agreement entered into between the Original Claimant and CFSIC, inclusive of all material parts of that Participation Agreement, is transferred, subject to the Participation Agreement’s eventual termination by the Original Claimant according to CFSIC’s Underwriting and Claims Management Guidelines.

2. Original Claimant hereby certifies to Transfer Claimant that the application filed with CFSIC for the Claim (“Application”) completed by Original Claimant, and all information submitted by Original Claimant in connection with Application, is true, accurate, and complete in all respects.

3. Original Claimant and Transfer Claimant each hereby agree and understand that the Claim being transferred by Original Claimant to Transfer Claimant must be fully and completely transferred, in all particulars, within 30 days of the date of sale of the Dwelling; otherwise, the Claim will be ineligible for transfer.

4. Original Claimant and Transfer Claimant each hereby agree and understand that the Claim being transferred by Original Claimant to Transfer Claimant is being transferred as an Active, Inactive, or Pending claim, as those terms are defined in CFSIC's Underwriting and Claims Management Guidelines, and as the Claim's status appears in CFSIC's records as of the date of the Claim Transfer Agreement, and that the transfer of the Claim does not change or modify the status of the Claim as registered with CFSIC as of the date of this Claim Transfer Agreement.

5. Original Claimant and Transfer Claimant each hereby agree and understand that they will be bound at all times by CFSIC's Underwriting and Claims Management Guidelines with respect to all matters and processes involving the adjustment and payment of the Claim, including but not limited to any full or partial claim payment or settlement paid or to be paid by a commercial insurer to Original Claimant prior to the date of this Claim Transfer Agreement, or any full or partial claim payment or settlement paid or agreed to be paid by a commercial insurer to Transfer Claimant subsequent to the date of this Claim Transfer Agreement.

6. Original Claimant and Transfer Claimant hereby each agree and understand that the transfer of the Claim will require: (i) the signing, by the Original Claimant, of a Termination Agreement with CFSIC, to the extent applicable, voiding any existing Participation Agreement covering the Claim, if existing, with (ii) Transfer Claimant subsequently entering into a new CFSIC-approved foundation replacement contract for the foundation replacement with an appropriately approved contractor, and with (iii) Transfer Claimant subsequently entering into a new Participation Agreement with CFSIC in the name of Transfer Claimant covering the Claim, and that, further, with respect to item (ii), this must be accomplished no later than 180 days from the date of this Claim Transfer Agreement, in order for Transfer Claimant to remain a CFSIC claimant in good standing and remain at the status and in the claim adjustment sequence occupied by the Original Claimant as of the date of this Claim Transfer Agreement.

7. Transfer Claimant agrees and understands that Transfer Claimant will own and domicile in the Dwelling as a permanent place of abode for a period of at least twelve (12) months from the date upon which a Certificate of Completion has been issued by the town in which the Dwelling is located, certifying that the work to replace the Dwelling's crumbling foundation is complete.

8. Transfer Claimant agrees and understands that Transfer Claimant cannot enter into a Claim Transfer Agreement with another Transfer Claimant.

9. Transfer Claimant agrees and understands that CFSIC's funding is uncertain, and Transfer Claimant recognizes and acknowledges that entering into this Claim Transfer Agreement does not assure that the Claim transferred by Original Claimant will be paid in whole or in part, unless, as of the date of this Claim Transfer Agreement, Original Claimant is in possession of a valid and fully executed Participation Agreement with respect to the Claim, subject at all times to all the requirements of this Claim Transfer Agreement and the Underwriting and Claims Management Guidelines of CFSIC.

10. Original Claimant and Transfer Claimant each hereby agree and understand that if the designation of the Claim is Inactive or Pending as of the date of this Claim Transfer Agreement, CFSIC may, at any time and at its sole discretion, remove the Claim from further consideration in the program, which means that the Claim may never be paid in whole or in part.

11. Original Claimant, by signing this Claim Transfer Agreement, acknowledges and understands that CFSIC may provide Transfer Claimant with access to all Original Claimant application, points of evidence, email, and related information contained within CFSIC's files with respect to the Claim. HOWEVER, it is Original Claimant's primary responsibility to provide a copy of Original Claimant's application, all points of evidence, and all other supporting documentation to Transfer Claimant as part of the Claim transfer process.

12. Original Claimant and Transfer Claimant, for himself/herself, and his/her successors and assigns, do hereby forever release, remise, discharge, and give up any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity, which against Connecticut Foundation Solutions Indemnity Company, Inc., its Superintendent, its Officers and Directors, and its contracted service providers, ever had, now has, or which Original Claimant and Transfer Claimant and/or its successors and/or assigns hereafter can, shall, or may have, including, without limitation, any claims or demands arising out of, or in any way related to, this Claim Transfer Agreement.

**[signature page follows]**



IN WITNESS WHEREOF, the parties hereto have signed and delivered this Claim Transfer Agreement on the date set forth above.

In the Presence of (Witness):

Original Claimant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

In the Presence of (Witness):

Transfer Claimant:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**IMPORTANT NOTE:**

**Original Claimant and Transfer Claimant each hereby agree and understand that, under CFSIC's Underwriting and Claims Management Guidelines, for any residential building purchased on or after February 1, 2019, if the buyer of such residential building is aware that the building or any addition(s) to the building, inclusive of any garage, was constructed in 1983 or subsequent, such buyer will only be eligible to assume the place of an existing CFSIC claimant as a Type 1 claimant, under this Claim Transfer Agreement, if the buyer or seller of the building has tested for pyrrhotite, OR has conducted a visual exam for evidence of pyrrhotite conducted by a Connecticut-licensed professional engineer or a CFSIC-certified home inspector, prior to the date of sale, and is in possession of such test report or visual examination report.**