



**Connecticut Foundation Solutions Indemnity Company, Inc. ("CFSIC")**  
***Claim Type 1: Indemnification Application***  
**(Pending Status Only)**

**BEFORE YOU COMPLETE THIS APPLICATION:**

- **Did you purchase this home on or after February 1, 2019?**

If the answer is "no," please proceed to the application.

If the answer is "yes," PLEASE CONTINUE TO READ and be aware of CFSIC's guidelines on this subject.

1) If "yes"...you **MUST HAVE** in your possession **EITHER** a visual examination report assigning a CFSIC Severity Class code of 3, 2, or 1 to the foundation **OR** a foundation core testing report (not both...it's just EITHER).

2) If "yes"...the date of **either** report **MUST BE** a date **prior to the date** on which you purchased the home.

3) If "yes"...for an inspection report, it doesn't make any difference if the Severity Class assigned is 3, 2, or 1.

4) If "yes"...for a foundation core test report, it doesn't make any difference whether the results are positive **OR** negative for the existence of pyrrhotite...and if positive, it makes no difference as to the amount of pyrrhotite.

If you purchased your home on or after **February 1, 2019** and you have not observed these rules, **your claim will be rejected**.

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1. Name of Claimant:

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2. Address of Claimant:

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(Is this the address of the building with a crumbling foundation claim? If not, please provide address of affected building below.)

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3. Contact Telephone Number: \_\_\_\_\_
4. Email Address: \_\_\_\_\_
- 5(a). Is the affected residential building a single-family dwelling? \_\_\_\_Yes \_\_\_\_No  
[If “no” please complete item 5(b), or 5(c), or 5(d) below]
- 5(b). A multiple-family dwelling?  
\_\_\_\_Yes \_\_\_\_No
- 5(c). A condominium unit? \_\_\_\_Yes \_\_\_\_No
- 5(d). A planned unit development? \_\_\_\_Yes \_\_\_\_No

6. What is the date on which you purchased the affected residential building?  
\_\_\_\_\_

**(To learn about why the date of purchase is important to your eligibility, please go to Appendix 1 to this application, which is found at the very end of the application after the signature and date lines.)**

7. Are you the owner of the residential building? \_\_\_\_Yes \_\_\_\_No
8. If you are not the owner, state your relationship to the owner:

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**(PLEASE NOTE: If you completed question #8, you will be required to provide a Power of Attorney granting you permission to act as the owner’s representative for purposes of making a claim. The Power of Attorney form will be provided to you by the office of CFSIC’s Superintendent if your claim is determined to be eligible.)**

9. If you are the owner and are also a contractor, do you intend, as a contractor, to carry out any of the work on the foundation? \_\_\_\_Yes  
\_\_\_\_No \_\_\_\_Not Applicable (I am not a contractor.)

**(PLEASE NOTE: If the owner of an eligible residential building is a contractor who participates or plans to participate in the CFSIC program as a contractor providing foundation replacement services to the public, that contractor will be ineligible to apply for either a Type 1 or Type 2 claim with respect to any eligible residential building unless such contractor seeks acceptable bids for Type 1 foundation replacement claims from contractors not owned or controlled directly or indirectly, in whole or in part, by the contractor-owner of the eligible residential building. With respect to a Type 2 claim involving a contractor-owner, the contractor-owner will have to represent and warrant that the work performed to replace a foundation for an eligible residential building was not performed by that contractor-owner or by a contractor owned or controlled directly or indirectly, in whole or in part, by the contractor-owner of the residential building. If you check “yes” to Question 9, you are representing and warranting that this is the case with respect to either type of claim.)**

10. How long have you (or the owner) occupied this residential building? \_\_\_\_\_
11. When was this building built? \_\_\_\_\_
12. Is this building located in the state of Connecticut? \_\_\_Yes \_\_\_No
13. Do you have evidence of peeling or cracking in the interior or exterior of your foundation? \_\_\_Yes \_\_\_No  
If “yes” how long has this been in evidence? \_\_\_\_\_
14. Have you had a visual examination of your foundation conducted by a CT-licensed professional engineer or CFSIC-certified home inspector?  
\_\_\_Yes \_\_\_No

Has that engineer or home inspector provided you with a written report confirming that your foundation presents clear visual evidence of deterioration consistent with a pyrrhotite-affected concrete foundation?  
\_\_\_Yes \_\_\_No

Has that engineer or home inspector, using CFSIC’s severity class coding, severity coded your foundation in writing? \_\_\_Yes \_\_\_No

**(If “yes” please provide, as an attachment, the complete written report of the results of that test and where the engineer or home inspector signing the report assigned a severity class code to your claim according to the severity index found in CFSIC’s claims management guidelines. If you answered “no” your claim will be placed in “inactive” status until it is assigned a severity class code.)**

15. Has a core test or other type of laboratory analysis of the concrete in the affected area been done? ☐ Yes ☐ No

(If “yes” please provide, as an attachment, the complete written report of the results of that test.)

- 16(a). Please provide the name of your current homeowner’s insurer (“current homeowner’s insurer” means the homeowner’s policy in force as of the date you sign this application)

\_\_\_\_\_ Policy # \_\_\_\_\_

**(PLEASE NOTE: Some commercial insurers provide direct financial assistance to their current or prior homeowner insureds who are in turn also CFSIC-approved claimants whose claims have been first fully adjusted and paid by CFSIC. For a complete list of those insurers, go to [www.crumblingfoundations.org](http://www.crumblingfoundations.org))**

- 16(b). Are you a current or former insured of Travelers? ☐ Yes ☐ No

Travelers policy #: \_\_\_\_\_

The Hartford? ☐ Yes ☐ No

The Hartford policy # \_\_\_\_\_

Liberty Mutual? ☐ Yes ☐ No

Liberty Mutual policy # \_\_\_\_\_

- 16(c). Do you agree that CFSIC can release information about your claim to any current or prior homeowner’s insurer, if that insurer participates in assisting CFSIC claimants with additional financial assistance? ☐ Yes ☐ No

**(PLEASE NOTE: By checking “yes” you authorize us to provide your current or prior homeowners insurer, as of the date such insurer agrees to collaborate with CFSIC, with the information contained in this application, a copy of your Participation Agreement, and a copy of the contract for the construction work undertaken, for the purpose of that collaborating insurer potentially providing you with an additional benefit outside the scope and structure of any claim paid by CFSIC.)**

- 16(d). Have you made a claim for a damaged foundation to your current or any prior homeowner's insurer? ☐ Yes ☐ No (If the answer is "no" proceed to question #19.)
- 16(e). If "yes" has this claim been accepted in whole or in part by an insurer? ☐ Yes ☐ No ☐ Pending
17. If any such claim has been paid in whole or in part by an insurer, please provide the amount of the total claim settlement: \$\_\_\_\_\_
18. Please provide the name of the insurer paying the claim: \_\_\_\_\_
19. If the answer to question #16(d) is "no," do you intend to make a claim with a prior or current homeowner's insurer with respect to the foundation in question? ☐ Yes ☐ No ☐ Not Applicable [I answered "yes" to question 16(d)]

**(PLEASE NOTE: You will be required to provide, as an attachment to this application, evidence that you have applied to a commercial insurer to have your foundation claim paid. This is true regardless of whether a claim made to an insurer has already been denied, in whole or in part, or may still be pending. You will be required to provide evidence of either the denial by the insurer or the pending status of your claim. If your claim with a commercial insurer is still pending, we will assign a claim number to your claim with CFSIC, but your claim with CFSIC will remain inactive while any outstanding commercial insurance claim is pending.)**

**(PLEASE NOTE: Claim payments made by CFSIC will be offset by and will not be made prior to any claim payments made by a homeowner's insurer or other source of insurance, whether such insurer claim payments were made pursuant to a claim process or as the result of litigation between or among the homeowner, acting individually or as part of a group, and an insurer.)**

20. Are you involved in a lawsuit either individually or collectively with a current or prior homeowner's insurer? ☐ Yes ☐ No

**(PLEASE NOTE: If the answer to Question #20 is "yes," you will be able to apply to CFSIC, but your claim will be placed in "inactive" status until such time as such lawsuit is settled or a settlement has been achieved.)**

21. Do you understand that if your claim is accepted by CFSIC you will only receive a payment from CFSIC as calculated using the replacement cost

parameters found in the CFSIC underwriting and claims management guidelines? \_\_\_\_Yes \_\_\_\_No

22. Do you understand that the maximum claim settlement paid by CFSIC per eligible residential building will not exceed \$175,000 (or \$70,000 with regard to any condominium unit) regardless of any other sources of indemnification available to you with respect to the claim in question? (With the further understanding that the cap will increase for applications originally received on or subsequent to January 5, 2022 to \$190,000 and \$76,000 respectively.) \_\_\_\_Yes \_\_\_\_No

23. Are you prepared to solicit, review, and accept bids, subject to CFSIC's approval, for construction work to be done on your building from the list of vendors to whom you will be referred? \_\_\_\_Yes \_\_\_\_No

24. Do you understand that CFSIC will not pay for or be responsible for paying for, in whole or in part, any of the following costs (see CFSIC's website for slab on grade exceptions):

- ✓ replacement of drywall and/or other finishing wall features, including re-framing;
- ✓ removal/replacement of porches or decks;
- ✓ removal/replacement of gutters;
- ✓ removal/replacement of landscaping features such as driveways, walkways, paths, shrubs, lawns, trees, gardens, or other plantings or garden structures;
- ✓ any work done to outbuildings, sheds, or barns;
- ✓ swimming pools, whether in-ground or above-ground, or any ponds or water features;
- ✓ moving or relocation expense;
- ✓ temporary housing expense;
- ✓ meals, transportation, mileage, and incidentals;
- ✓ loss of wages or income or revenue associated with any work or any business, whether such business is home-based or not;
- ✓ any liability incurred by the homeowner or any other person on a direct, indirect, or consequential basis.

\_\_\_\_Yes \_\_\_\_No

25. Do you currently have a mortgage on the property in question? \_\_\_\_Yes  
\_\_\_\_ No. If "yes", please provide the name(s) of the mortgage holder(s):

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The person signing this application represents and warrants that all information in this application is truthful and accurate.

In order for an application to be considered for indemnification, it must be complete, with no questions left unanswered. It must be signed and dated.

In addition to the completed application, you must attach or include the following:

- (a) Evidence of current ownership of the building in question, such as a local tax bill.
- (b) If a core test or other type of laboratory analysis has been done, a copy of the final laboratory report.
- (c) If a visual examination has been done, a copy of the final written report, which must include the assignment of a CFSIC severity class code.
- (d) If you have made a claim to a current or prior homeowner's insurer and the claim has been denied or is pending, evidence by way of a letter of denial, or evidence by way of a letter indicating that the claim has not been denied and is therefore under active consideration. (The term "current homeowner's insurer" means the homeowner's policy in force as of the date the claimant signs his or her CFSIC application; the term "prior homeowner's insurer" means the homeowner's policy that was in force at the time a claim was filed with a prior homeowner's insurer.) **Type 1 claimants will not have their claims be made active unless they can produce a claim denial or acceptance, with respect to the foundation in question, from a current or prior insurer.**
- (e) If you have made a claim to a current or prior homeowner's insurer and the claim has been paid in whole or in part, evidence by way of a letter indicating the amount of any settlement made or any settlement to be made.
- (f) Evidence that the building or structure in question was originally constructed during calendar year 1983 or subsequent.

(To the extent your application is accepted for participation in the CFSIC program and you are not the owner of the residential building in question by virtue of your response to question #8, you will be provided with a Power of Attorney form by CFSIC's Superintendent, which will include instructions for its completion. The Power of Attorney must be completed and received by CFSIC prior to any further consideration of your claim.)

Please be aware that applications not accompanied by each and every required piece of evidence noted above are permitted, but with the understanding that for a claim to be deemed as "active" and therefore potentially eligible for funding, all points of evidence required must eventually be submitted.

By signing this application, or authorizing a representative to sign on their behalf, the claimant agrees, to the extent the application is approved for indemnification, to become a "Participant," among any other claimants, in the indemnification and reimbursement program facilitated by CFSIC's unincorporated protected cell. Claimants shall not, by virtue of their participation in the CFSIC indemnification and reimbursement program, have any ownership interest or voting rights in CFSIC or its protected cell. The claimant acknowledges that funds available to pay the CFSIC claims shall be limited to assets contributed to the protected cell by the State of Connecticut and other available funding sources, if any, for the purpose of funding such claims, excluding those claims involving collaborating insurers, if any. All Participants approved for indemnification under this application acknowledge and agree that all claim payments made by CFSIC will be remitted directly to the contractor or contractors providing foundation remediation or replacement services and not to Participants directly or to any other intermediary on behalf of Participants. Participants further agree that they acknowledge and understand that CFSIC will have no responsibility in any way, directly, indirectly, or vicariously, for the quality of a chosen contractor's workmanship. All Participants will be required to enter into a Participation Agreement upon acceptance of their claim prior to any claim payment being made.

**In Connecticut, a person is guilty of insurance fraud when, with the intent to injure, defraud, or deceive any insurance company, he or she knowingly presents false, incomplete, or misleading information in support of an insurance application, claim, or other benefit. The offense includes conspiracy. Insurance fraud is a class D felony, which subjects a person to a fine up to \$5,000, up to five years imprisonment, or both (C.G.S. § 53a-215).**

**The person signing this application acknowledges that this is an application to become a Pending claimant of CFSIC as that term is defined by CFSIC's Underwriting and Claims Management Guidelines; and the applicant acknowledges that as a Pending claimant the claim may never be eligible for payment.**

Signature of Claimant or Claimant's Representative:

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Type or Print Your Name

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



## APPENDIX 1

The Board of Directors of CFSIC has determined that the eligibility of claimants with respect to both Type 1 and Type 2 claims is affected by the date on which the affected residential building was purchased. With respect to such eligibility:

- 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 apply to CFSIC as a Type 1 or Type 2 claimant 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 CFSIC-certified home inspector, prior to the date of sale;
- for any residential building purchased on or after October 31, 2017, Type 1 claimants applying to CFSIC must, as a condition of receiving assistance, enter into a Twelve-Month Residency Agreement with CFSIC, representing and warranting that the claimant will reside in the residential building, once the claim is fully paid, for a period of twelve full months from the date on which a Certificate of Completion or Certificate of Occupancy is granted by the town in which the residential building is located;
- for any Type 1 claim involving a residential building sold on or after October 31, 2017, where the owner selling the residential building had, prior to the sale, established an active claim with CFSIC, and where the foundation has not been replaced, the buyer of the residential building may assume the original owner's place in line as a CFSIC claimant, but, as a condition of receiving assistance from CFSIC, must enter into a Twelve-Month Residency Agreement, representing and warranting that the claimant will own and reside in the residential building, once the claim is fully paid, for a period of twelve full months from the date on which a Certificate of Completion or Certificate of Occupancy is granted by the town in which the residential building is located; in addition to the provisions of this subsection noted above, effective July 13, 2020, for any Type 1 claim involving a residential building sold on or after June 1, 2020, where the owner selling the residential building had, prior to the sale, established an inactive or Pending claim with CFSIC, and where the foundation has not been replaced, the buyer of the residential building may assume the original owner's place in line as a CFSIC claimant, but, as a condition of receiving assistance from CFSIC, must enter into a Twelve-Month Residency Agreement, representing and warranting that the claimant will own and reside in the residential building, once the claim is fully paid, for a period of twelve full months from the date on which a Certificate of Completion or Certificate of Occupancy is granted by the town in which the residential building is located;
- upon the death of a person with an active, inactive, or Pending Type 1 claim with CFSIC involving any residential building, and upon the decision of the

person inheriting the residential building identified in the claim to sell that residential building, the purchaser of the building, must, as a condition of receiving assistance, enter into a Twelve-Month Residency Agreement, representing and warranting that the claimant will reside in the residential building, once the claim is fully paid, for a period of twelve full months from the date on which a Certificate of Completion or Certificate of Occupancy is granted by the town in which the residential building is located.

This Appendix is a material part of the application. A claimant signing this application acknowledges his or her understanding of the terms and conditions of this Appendix, and agrees to be bound by those terms and conditions.