



Connecticut Foundation Solutions Indemnity Company, Inc. ("CFSIC")
Claim Type 2: Reimbursement 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:

2. Address of Claimant:

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

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? ____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:

(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, did you, as a contractor, carry out any of the work on the foundation for which you seek reimbursement? ____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. Is this a claim for the reimbursement of a partial foundation replacement?
____Yes ____No

(PLEASE NOTE: Type 2 claimants may make a claim for the reimbursement of a partial foundation replacement on a one-time basis, with the understanding that the claim payment made for a partial foundation replacement will be considered as part of a single claim involving the residential building and will be deducted from any final claim payment made, the total of which will at all times be subject to CFSIC's cap on a total eligible claim.)

For a full foundation replacement? ____Yes ____No

PLEASE NOTE: Before answering questions #14 and #15 below, CFSIC will not consider as eligible for reimbursement any of the following costs or expenses which may have been incurred as a result of the partial or full replacement of any foundation:

- ✓ 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.

14. What was the total cost of the partial or full foundation replacement?
\$_____

15. Of the total cost shown in #14 above, how much of that cost was allocable eligible concrete work under CFSIC's underwriting and claims management guidelines? \$_____

[PLEASE NOTE: If your foundation was replaced on or after January 10, 2019, you cannot submit a Type 2 claim for foundation reimbursement unless that work was performed by a CRCOG-approved contractor.]

[ALSO NOTE: The amount in the answer to #15 above must correspond exactly to the amount shown in the contractor's contract amendment or separate letter and on contractor's letterhead (in either case, inclusive of the contractor worksheet) to be attached to your application.]

16. Did you pay for the foundation replacement on the residential building in question using exclusively your own funds? ___Yes ___No

If "no," please indicate below in the space provided the amount of any payment made by any insurer for any partial or full foundation replacement.

Name of insurer: _____ Amount: \$_____

If you answered "yes" to #16 above, have you submitted a claim to a prior or current homeowner's insurer? ___Yes ___No

If you have not submitted a claim to an insurer, do you intend to do so?
___Yes ___No

(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.)

17(a). Please provide the name of your current homeowner's insurer

_____ 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)

17(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 # _____

- 17(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.)

18. Prior to the replacement of the foundation, did you have a core test or other type of laboratory analysis done of the concrete foundation? ☐ Yes ☐ No

- OR -

Did you have a visual examination done of the affected area, conducted by a Connecticut-licensed professional engineer or CFSIC-certified home inspector? ☐ Yes ☐ No

(If "yes" please provide, as an attachment, the complete written report of the results of EITHER the test or the examination.)

19. 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 #19 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.)

20. Do you understand that, if your claim is accepted by CFSIC, you will only receive a reimbursement payment from CFSIC as calculated using the replacement cost parameters found in the CFSIC underwriting and claims management guidelines, and that such reimbursement will be paid to you over four quarterly installments? ☐ Yes ☐ No
21. Do you understand that the maximum claim settlement reimbursement paid by CFSIC per residential building will not exceed \$175,000 (or \$70,000 with regard to any condominium unit) regardless of any other sources of indemnification or reimbursement available to you with respect to the claim in question, including your own funds or borrowed funds?

(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

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 reimbursement, 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 approved laboratory analysis was done, a copy of the final laboratory report, **OR**
- (c) If a visual examination was done, a copy of the final written report.
- (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 2 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.
- (g) A Certificate of Completion signed by the building inspector of the town in which the residential building is located, which was provided at the time the foundation replacement was completed.
- (h) Evidence in writing, obtained from the contractor who replaced your foundation, confirming the replacement work done to the foundation in question, itemizing all costs and expenses associated with the work done

as that work relates to the replacement cost parameters specifically shown in these guidelines, and indicating how much of the work may have been covered by insurance and how much was covered by out-of-pocket private payment. This would be required even when the claimant litigated the claim with the insurer in question.

(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 and instructions for its completion. The Power of Attorney must be completed and received by CFSIC prior to any further consideration of your claim.)

[PLEASE NOTE: Reimbursement will only be made to the current owner of the residential building in question who, in addition, was also responsible for the payment of the replaced foundation, whether such payment was made in whole or in part.]

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.
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By signing this application, or authorizing a representative to sign on their behalf, the claimant agrees, to the extent the application is approved for reimbursement, 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 reimbursement under this application acknowledge and agree that all claim payments made by CFSIC will be remitted directly to owner of the residential building. 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:

Type or Print Your Name

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.

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.