

E-4

**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

MEMORANDUM

TO: Ronald Belmont, Supervisor
Members of the Town Board *(FJC)*

FROM: Fred J. Castiglia, Deputy Town Attorney

DATE: February 24, 2012

SUBJECT: Water/drainage backup at West Harrison Fire Dept.
Location: 95 Lake Street, West Harrison, NY

RECEIVED
2012 FEB 24 PM 2:20
TOWN OF HARRISON
VILLAGE OF HARRISON

Attached hereto is a letter dated February 17, 2012 from QBE Specialty Insurance regarding property damages to the West Harrison Fire Department.

I hereby request that the Town Board authorize the acceptance of settlement for the damages to the firehouse in the amount of \$50,000.00 and authorize the Supervisor to sign the Proof of Loss statement.

FJC:ap
Attachments



February 17, 2012

Town Village of Harrison
One Heineman Place
Harrison, NY 10528

Berkley Risk Administrators Company, LLC
300 W. Broadway, Suite 1600
Council Bluffs, IA 51503-9094
Phone: 800.832.0137 Fax: 712.329.3812
Program Administrators

Attn: Maureen MacKenzie

RE: Insured: Town Village of Harrison
Claim No.: 633000020177
Policy No.: H633000180-03
Date of Loss: 8-28-11

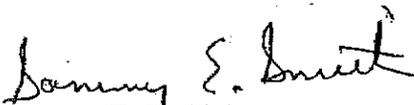
Dear Mr. MacKenzie:

Berkley Risk Administrators Company (BRAC) is the authorized claims administrator for Praetorian Insurance Company (hereinafter 'PIC').

We have completed our review of the Cunningham Lindsey's adjuster re-inspection report. The adjuster's has revised his inspection report to reflect the insured's loss in the amount of \$66,794.51, which will exceed the policy's \$50,000 limit. The policy's \$10,000 deductible will be absorbed in the loss. We will now send our settlement draft upon receipt of a properly signed Proof of Loss, which must be signed in the presence of a notary. We request that you return the original signed Proof of Loss to us via regular mail.

Should you have questions regarding this matter, please contact the undersigned at 800-832-0137, extension 3638 or email: (sesmith@berkleyrisk.com).

Sincerely,


Sammy E. Smith
Claim Specialist

SS/ss

SWORN STATEMENT IN PROOF OF LOSS

Named Insured <u>TOWN/VILLAGE OF HARRISON</u>		Policy No. <u>H63300180-03</u>
Address <u>One Heineman Place; Harrison, NY 10528</u>		Claim No. <u>633000020177</u>
Property located at <u>95 Lake Street; West Harrison, NY</u>		
Property occupied as (and for no other purpose) <u>Fire Station/Business Personal Property</u>		
Insured's Interest at the time of loss was <u>Owner</u>		
and there were no other interests except <u>N/A</u>		
Location of loss (if off premises) <u>N/A</u>		
Date of loss <u>8/28/2011</u>	Time of loss	
Kind of loss <u>Property</u>	Cause of Loss <u>Water/Drainage Backup</u>	

Total insurance --- The total amount of insurance upon the property described by this policy, at the time of the loss, as more particularly specified in the apportionment on the reverse side of this form, besides which there was no policy or other contract of insurance, written or oral, valid or invalid, was

The actual cash value of said property at time of loss was		<u>\$66,794.51</u>
The whole loss and damage as stated on the reverse side was.....	<i>Policy Limit</i>	<u>\$50,000.00</u>
Deductible.....	<i>Absorbed</i>	<u>\$10,000.00</u>
The amount claimed in full compromise settlement under the above policy is.....	<i>Policy Limit</i>	<u>\$50,000.00</u>

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

Subrogation -- In consideration of and to the extent of said payment the undersigned hereby subrogates said company, to all of the rights, claims and interest which the undersigned may have against any party, person, persons, property or corporation liable for the loss mentioned above, and authorizes the said company to sue, compromise, or settle in the undersigned's name or otherwise all such claims and to execute and sign releases and acquittances and endorse checks or drafts given in settlement of such claims in the name of the undersigned, with the same force and effect as if the undersigned executed or endorsed them.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

The INSURANCE COMPANY is hereby requested, authorized and empowered to pay as follows:

To <u>TOWN/VILLAGE OF HARRISON</u>	the sum of	<u>\$50,000.00</u>
<u>Fifty Thousand Dollars and No Cents*****</u>	the sum of	<u>\$50,000.00</u>

in full settlement and satisfaction for all loss and damage as set forth on this Proof and Statement of Loss.

State of X County of X

Insured (sign) X

Subscribed and sworn to before me this X day of X 20 12

Notary Public X

Apportionment

Policy No.	Expires	Name of Company	Building		Contents	
			Insures	Pays	Insures	Pays
Totals						

Statement of actual cash value and loss and damage

Applicable in California

"For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison."

California Insurance Frauds Prevention Act 1871.2

Applicable en California

"Para su ley de California de la protección requiere el siguiente aparecer en esta forma: Cualquiera persona que presente con conocimiento la demanda falsa o fraudulenta para el pago de una pérdida es culpable de un crimen y puede estar conforme a multas y al confinamiento en la prisión del estado."

Acto 1871.2 de la prevención de los fraudes del seguro de California

Applicable in New York

"Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation."

N.Y. Ins. Law § 403(e)

Applicable in Pennsylvania

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

18 Pa. CSA 4117(k)(1)(k)

Applicable in All Other States

"Any person who knowingly presents a false or fraudulent claim for payment of a loss may be subject to criminal and civil penalties as allowed by the statutes in this state."