



[Ed Collier](#)

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## **Thorough Investigation Helps Commercial Tornado Victim Properly Repair Tenants Property**

**T**ornadoes wreaked havoc through the Tampa Bay area on March 31, 2011. Among those affected was a prominent St. Petersburg shopping center that had a portion of its roof torn off creating leaks throughout the building. A large retailer who was the anchor store, as well as three other businesses suffered damage. The property owner promptly reported the claim to his property insurance carrier located in Jacksonville, Florida. In turn the carrier sent out a local independent adjuster who wrote an estimate to repair the northwest corner of the roof plus some interior damage. In this instance the building owner had a large windstorm deductible and the local independent adjuster's estimate came in at a lower amount than the deductible. While the property carrier acknowledged coverage, they sent a nice letter to the owner saying that no payments could be made because it was under the windstorm deductible. Meanwhile, the owner had called in a general contractor whose initial estimate was far in excess of the deductible.

After getting nowhere with the carrier, the owner sought the services of Tutwiler & Associates Public Adjuster, Mr. Ed Collier. Ed made a detailed assessment of the damages and consulted with the owner as well as with many of the tenants. The damage assessment showed that the perlite insulation beneath the roof had been exposed to the rain from the uplift forces of the tornado which caused the insulation to soak up water like a

sponge throughout the entire length of the roof. The most obvious breach in the roof was the entire northwest corner that was uplifted by the wind. Once that occurred however, the water spread throughout the insulation beneath. Further research by Mr. Collier revealed that the manufacturer of the perlite insulation stated on their own website that it is also widely used as a separation board over existing roofs in recovering installations and that "all wet areas of the old roof in addition to all loose and protruding gravel must be removed." In addition, Roof Leak Detection Company Inc. was consulted based on information on their website which stated to never put a new roof over old wet insulation.

Ed also utilized the expertise of the insured's licensed general contractor and licensed roofing contractor and obtained written statements from these experts. The general contractor stated that the storm damage incurred caused roof leaks to approximately 70% to 80% of the tenants' spaces. As a result, it was necessary to tarp almost the entire roof to prevent additional water intrusion. It was the general contractor's opinion that the entire roof would need to be replaced to prevent further damage as the roof damage was too extensive to guarantee any partial repairs. In addition a state certified roofing contractor gave a written opinion that the roof on the building was ruined due to the wind and water damage caused by the storm. He also determined that the roof needed to be replaced and could not be repaired. Neither contractor was willing to give any warranty for any partial attempt to repair the roof.

A review of the policy revealed that the building owner had a total of \$50,000 worth of coverage that could be applied to a building code upgrade. Based on the claim investigation, it was clear that more than 25% of the roof was damaged from the windstorm event. This served to activate the portion of the Florida Building Code, a portion of which states: "not more than 25% of the total roof area or roof section of any existing building or structure shall be repaired, replaced or recovered in any 12 month period unless the entire roofing system or roof section conforms to the requirements of this code." A professional claim package was assembled by Mr. Collier with all compiled data included and was presented to the insurance carrier. This prompted a carrier reinspection conducted by a different independent adjusting firm as well as the insurance company's engineer, Rimkus

Consulting. After sharing information with the second independent adjuster and negotiations on behalf of the insured, an agreement was reached. Mr. Collier got the carrier to accept the premise for replacement of the new roof as well as repairs to all interior damages. The total amount of the settlement agreement allowed the insured to make the required replacement of the shopping center roof. In addition, the insurance carrier agreed not to withhold over \$8,000 of the depreciated amount before the repairs were made allowing the insured to recover the full replacement cost upfront. Utilizing Ed Collier's expertise helped the owner and tenants get back to business.

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