

# The Fundamental Carrier Cheat/Fraud/Scam is Based on their Phony Pre-Existing Damage Exclusion



Florida Department of  
Business &  
Professional  
Regulation

The background image shows a room with several large blue industrial fans and equipment. The fans are positioned on the floor, and some have labels like "VELO" and "7000". The room has light-colored walls and a doorway in the background. A semi-transparent blue banner is overlaid on the image, containing the main text in yellow.

**You Can Always Beat Their  
Fraudulent Pre-Existing Damage  
Denial with Science and  
Compliance With FL Mold Law.**

## HERE'S HOW THE SCAM WORKS

- Based on my training, experience, and conversations with more than 2200 mold assessors/ remediators that I trained, the Carrier Pre-Existing Damage Scam/ Cheat /Fraud is that Carriers insure older homes knowing there is significant damage.
- When there is a new water or wind event, the Carrier denies coverage due to what they claim is pre-existing damage exclusion.
- This “scam/cheat/fraud” results in a homeowner paying for coverage (for example a kitchen) but having no coverage (of a kitchen) as any new event is called pre-existing, long term, repeated, continuous etc. And coverage is denied.
- This common fraud increases Carrier profits while ripping off Homeowners.

# FUNDAMENTAL CARRIER SCAM/FRAUD

- When there is a new water or wind event, the Carrier denies coverage due to what they claim is pre-existing damage exclusion.
- They do this without performing a legal by Florida Law mold/water damage inspection.
- When “you” perform a legal inspection and the Carrier does not ...
- When “you” perform a legal inspection and find > 10 sq ft of mold that triggers FL Mold/Water Damage Law, Carrier has no legal basis for any conclusions.



# INSURED'S RESPONSIBILITY

- The Insureds have only to notify the Carrier of the Claim.
- It is the sole duty of the Carrier to determine cause/origin and timing of damage...
- Pre-existing or not.
- This cannot reliably and scientifically be done without the Carrier performing a legal (DBPR-defined) Mold/Water Damage Assessment.
- The DBPR definition of a mold assessment does not say “surface only” and requires “testing.”

# FLORIDA LAW: MOLD ASSESSMENT INCLUDES SAMPLING

## The 2021 Florida Statutes. 468.8411 Part 1

(3) “**Mold assessment**” means a process performed by a mold assessor that includes the **physical sampling ...**”



- A Mold Assessment performed by a State Licensed Mold Assessor must include sampling/testing.
- But mold spores do not penetrate drywall or plaster.



# HIDDEN MOLD NOT DETECTABLE BY AIR SAMPLING CARRIERS MUST PERFORM INTRUSIVE INSPECTIONS

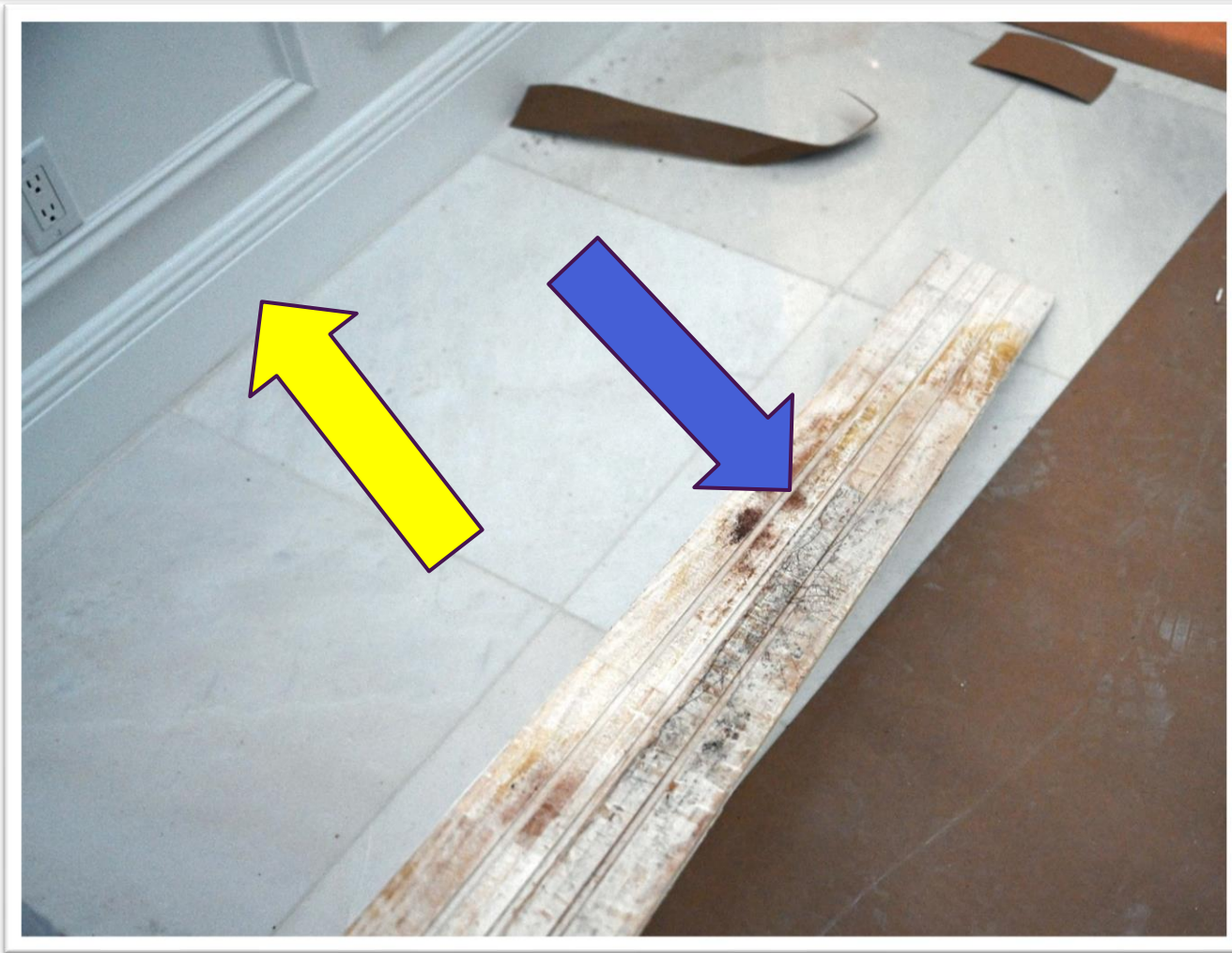


Hidden mold. Can ONLY  
be detected by intrusive  
inspection.

Plaster.



# HIDDEN MOLD NOT DETECTABLE BY AIR SAMPLING MUST CHECK UNDER BASEBOARD

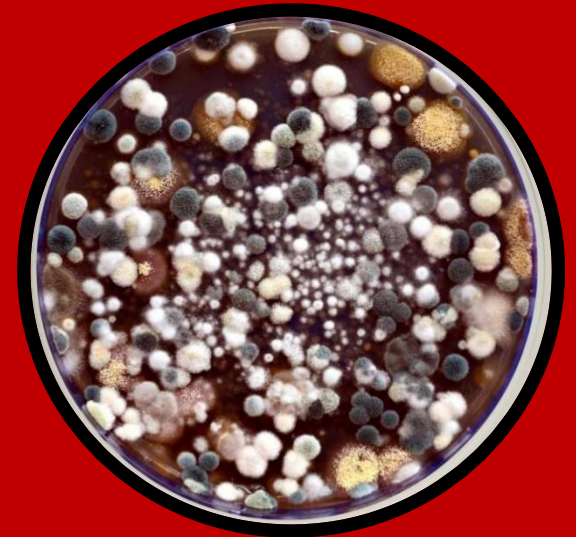


- Yellow arrow. Baseboard looks perfect. Freshly painted by dry-out contractor.
- Blue arrow. Intrusive (non-destructive) inspection.



# CHECKMATE

- On the other hand, when the Insured's Licensed Mold Assessor/ Expert performs a DBPR-compliant Mold Assessment Inspection taking a sample of mold from the insured's home, grows it in a petri dish, and proves it grows/ grew in 2-3 days as per EPA/FEMA/ OSHA/CDC...
- Checkmate on the Carrier's unsubstantiated "opinion" that there was only long term, not-covered damage.



# CARRIER NOT COMPLIANT WITH FLORIDA MOLD LAW.

## The 2021 Florida Statutes. 468.8411 Part 2

(3) “**Mold assessment**” means ... [in addition to testing, performing a] detailed evaluation of data obtained from a building history and inspection to formulate an initial hypothesis about the **origin, [pre-existing or not], identity, location, and extent** of amplification of mold growth of **greater than 10 square feet**.

Florida Mold Law does not limit assessments to visible/ non-intrusive inspections.

- Formulate an initial hypothesis about mold's:
  - Origin [pre-existing or not] &
  - Identity &
  - Location &
  - Extent > than 10 sq ft (does not say only surface mold).

Nothing that says “surface only” mold. Nothing that says “extent only of visible mold”.

# CARRIER ASSESSMENT NOT LEGAL

- Our INTRUSIVE Inspection/Assessment found > 10 sq ft of mold [after drying]. Triggering FL Mold Law.
- And found by testing that there was microbial growth in days that triggered coverage.
- Carrier has NOT performed a DBPR-defined, legal Mold Assessment [example after drying]. Their inspection was illegal.
  - Therefore, any conclusions the Carrier Adjuster makes concerning mold's Origin [pre-existing or not] & Identity & Location & Extent have no legal basis.



# UNDER NEW FLORIDA SUPREME COURT RULING

- Under new Florida Supreme Court ruling (1-1-25) 1.510 (c) ...
- Have judge issue Summary Judgement against Carrier's "illegal/unsubstantiated" denial.
- 1.510 (c) brings back attorney fees lost under SB 2-A when Carrier does not comply with our Laws but illegally delays, denies, defends.