



**Tennessee Farmers  
Insurance Companies**  
Memphis Regional Claims Center  
8008 Brother Blvd. Bartlett, TN 38133  
Tel 901.386.5550 Fax 901.373.9730

November 15, 2018

Ms. Hope Elrod  
4600 Lagrange Rd.  
Somerville, TN 38068

RE: Date of loss: April 16, 2018  
Claim # 01400060233  
Insured: Hope Elrod(named insured)  
Blake Elrod(insured by definition)  
Sarah Elrod(insured by definition)  
Policy # TF-400 Estate Form  
County: Henderson/Haywood

Dear Ms. Elrod:

This letter comes to you in reference to the above captioned fire loss and the claim made by you for that loss with Tennessee Farmers Mutual Insurance Company. The Company has carefully reviewed the policy. It has made a reasonable investigation of the facts, including the fire scene itself. Tennessee Farmers has taken into account your statements, as well as the statements of others, but persons you have identified as having close, personal relationships with one or more of you, persons you have posted on social media talking about the fire, have refused to be interviewed in connection with material aspects of your claim. All of those persons would have been expected to confirm your version of events, and their refusal to be interviewed coupled with their close relationship with you, permits the inference that their version of events surrounding the fire would be adverse to you. Based on the foregoing, and with a full reservation of all rights, defenses and counterclaims, Tennessee Farmers Mutual Insurance Company has determined there is no coverage under the policy for the claim you have submitted.

### **A. NONACCIDENTAL INTENTIONAL LOSS**

The policy provides in part as follows:

# PROPERTY OWNERS INSURANCE POLICY ESTATE FORM

## SECTION I

Under **Coverages A, B, and C**, we will pay an insured loss to covered property up to **our** limit of liability for that coverage less the applicable deductible, if any. All damage to covered property arising out of a continuous or repeated exposure to substantially the same, or related, general conditions shall be considered to be one loss.

### Losses Insured and Coverage Exclusions

We cover accidental direct physical loss to property insured under **Coverage A – Dwelling** and **Coverage B – Other Structures**. We do not cover loss resulting directly or indirectly from any of the excluded events listed below. We do not cover such loss for anyone regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss.

### Additional SECTION I Exclusions

Under **SECTION I**, we do not cover any loss resulting directly or indirectly from any of the excluded events listed below. We do not cover such loss for anyone regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss.

8. Any action, other than accidental, committed by or at the direction of any **insured** or resident of the **residence premises**:

- a. **resulting in a loss; or**
- b. **with the intent to cause a loss.**

Tennessee Farmers Mutual Insurance Company takes the position your house was intentionally burned. The Company takes the position furthermore that you had

the motive and opportunity to do it, or have it done. The fire was caused when one or more of your, or some third person, with your aid, connivance and consent, applied a liquid accelerant used in conjunction with the construction of your house to the floor and ignited combustible materials in the master bedroom at floor level resulting in fire spreading throughout the house and consuming it. Tennessee Farmers Mutual Insurance Company takes the position further that your actions, those actions of one or more of you, or the actions of some third person with your aid, connivance and consent in setting this fire in an intentional and non-accidental way to cause a loss violates the above-referenced policy provisions.

Tennessee Farmers Mutual Insurance Company takes the position moreover that the non-accidental intentional burning of the insured premises followed by your claim for insurance proceeds violates the following policy condition:

## **ACTS WHICH AUTOMATICALLY VOID THIS POLICY**

### **Concealment or Fraud**

This policy shall be automatically void as to all **insureds** if any **insured**, whether before or after a loss or **occurrence**:

1. conceals or misrepresents any material fact or circumstance relating to this policy or loss;
2. makes false statements relating to this policy or loss; or
3. commits fraud relating to this policy or loss.

Accordingly there is no coverage for the loss claimed.

## **B. CONCLUSION**

The issues discussed above are dispositive of your claim and compel it be denied. Any other issues which may be presented by this claim will, therefore, not be discussed here. Although participating in your selectively edited presentation on social media, certain persons you have identified as friends or like your family have refused to confirm material aspects of your claim, including, but not

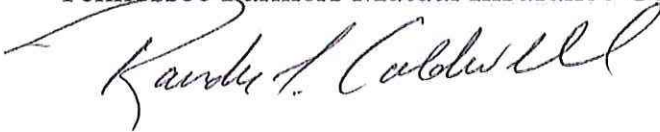
necessarily limited to, the cause and origin of the fire and your alibi at the time of its ignition.

Nevertheless, please be advised that if you disagree with any facts stated here, or if you believe the Company is in need of additional facts or documents bearing upon your claim, particularly the nonaccidental, intentional nature of this fire, please provide them in writing to the Memphis Regional Claims center addressed above and they will be duly considered. If a need to address other issues arises in the future, Tennessee Farmers Mutual Insurance Company reserves the right to do so at that time, including the right to question the credibility of any witness, document or information you present, or the self-serving or unverifiable nature of your presentation.

At this time, however in the absence of such additional or different information, the Company must respectfully deny your claim. Tennessee Farmers Mutual Insurance Company waives no defenses now known or later to become known, and specifically reserves all its rights, defenses and counterclaims under the facts of this matter, the policy, and the applicable law.

Sincerely,

Tennessee Farmers Mutual Insurance Company

A handwritten signature in cursive script, appearing to read "Randy Caldwell".

Randy Caldwell  
Regional Claims Manager

Cc: Kevin McArthur  
Charles L. Trotter, Jr.  
Darrell Phillips

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