

Rachelle Blich

From: Allison C. De Franze <allisond@cvmic.com>
Sent: Wednesday, December 18, 2024 12:07 PM
To: Rachelle Blich
Subject: Islas Martinez v City of Whitewater

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Hi Rachelle,

I am in receipt of the sewer claim that has been filed by Jorge Islas-Martinez against the City of Whitewater. As you are aware, sewer issues are specifically excluded from coverage under Section VII (3) of the CVMIC GL policy, and as such, there is no coverage for this claim or any other claim arising out of this incident. The City of Whitewater is self-insured for this claim, and should the City decide to settle this matter, any settlement would be from City funds.

Though CVMIC generally recommends denial of sewer claims due to several applicable state immunities, I found out today that there is a City policy in place which reimburses homeowners for no-fault sanitary sewer backups.

I understand that the City is looking to reimburse Mr. Islas- Martinez for up to \$7500 of his claimed damages. I also understand that Mr. Islas-Martinez's insurance company, Farmers, has already paid him his \$2500 policy limit for damages. Therefore, Mr. Islas-Martinez is only eligible for \$5000 in direct reimbursement from the City.

However, it is my opinion that the City may now also have to re-pay Mr. Islas-Martinez's insurance carrier, despite the fact that the City policy indicates that it will not reimburse an insurance company. The City can choose to adhere to its policy, pay Mr. Martinez the remaining \$5000, and deny the carrier's claim, but will then likely be sued by the carrier.

I recommend payment of \$2500 to Farmers and payment of \$5000 to Mr. Islas-Martinez, once executed releases have been received from both parties.

Please let me know if you have any further questions or would like to discuss.

Thank you!