

Liberty Mutual Insurance Company
P.O. Box 5014
Scranton, PA 18505-5014



CONTACT US

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Liberty Mutual Insurance Company
P.O. Box 5014
Scranton, PA 18505-5014
800-225-2467

LibertyMutual.com

Attn: Payments
6021 S Fort Apache Rd Ste 100
Las Vegas, NV 89148-5562

November 09, 2022

Claim Number: 051203616-01
Date of Incident: 10/06/2022
Our Insured: EDOM TEDLA
Policy Number: H41-261-966742-75
Loss Location: 2600 S TOWN CENTER DR 2093, LAS VEGAS, NV 89135-2078

Dear Attn: Payments,

We've completed our review of your claim and have determined that our insured does not have legal responsibility for this claim.

Reason for Denial

Exclusion for property rented unless fire, water, smoke or explosion. Move out documents inconsistent with billed charges. In addition, repairs are considered standard make ready preparations. No further documentation received. However additional coverage limit, per occurrence was provided for property damage to others; \$.500.00

We understand this news may be disappointing. If you have other information we should consider for this claim, or if you have any questions, please contact me right away. I can assist you more quickly if you reference your claim number in all communications.

Sincerely,

MICHELLE EVANS
Claims Department

cc: Edom Tedla

DOI

If you don't agree with our position, you have the right of appeal under the law. A committee of company employees will review the appeal. The review will be completed within 10 business days of receipt of your letter, and written notice will be sent within three business days of the decision.

This Internal Appeals Process does not waive or alter any of the terms or conditions of our policy, nor does it extend any statutes of limitation or suit limitation provisions.

Please direct your appeal to:

NJ Claims Internal Appeals Committee

Liberty Mutual Insurance

175 Berkeley Street Boston, MA, 02116

Email: presidentialsvcteam@libertymutual.com

Pursuant to New York Regulation 65-3.5(o) With respect to claims for medical services, to any treatment or service rendered on or after April 1, 2013 and with respect to claims for lost earnings and reasonable and necessary expenses, to any accident occurring on or after April 1, 2013: An insurer may deny the claim if the applicant does not provide within 120 calendar days from the date of the initial request either all such verification under the applicant's control or possession or written proof providing reasonable justification for the failure to comply.

Under your policy's conditions, any action against us for denial of a claim, in whole or in part, must be commenced at any time up to, but not to exceed, one year from the date of the denial of the claim.

All LOB
California
If you disagree with our handling of this claim, you may have this matter reviewed by the California Department of Insurance at: Consumer Affairs Division Claims Service Bureau 300 S. Spring Street Los Angeles, CA 90013 You may also contact them toll free at 1-800-927-4357.
Connecticut
If you do not agree with this decision, you may contact the Division of Consumer Affairs within the Insurance Department at: Connecticut Insurance Department Consumer Affairs Division P.O. Box 816, Hartford CT 06142-0816 You may also call (800) 203-3447 (Connecticut only) or (860) 297-3900 (Hartford area or outside of Connecticut), or contact them online at www.ct.gov/cid .
Illinois

Part 919 of the Rules of the Illinois Department of Insurance requires that our company advise you that, if you wish to take this matter up with the Illinois Department of Insurance, it maintains a Consumer Division in Chicago at:
122 S Michigan Ave., 19th Floor
Chicago, IL 60603

and in Springfield at:
320 West Washington Street
Springfield, IL 62767
Consumer Assistance Hotline 866-445-5364 (Toll-Free)

Nebraska

Under NER 210.60 008.08, if you object to our adjustment of your claim, you're entitled to have the matter reviewed by:

Physical Address:
Nebraska Department of Insurance
1526 K Street, Suite 200
Lincoln, Nebraska 68508

Mailing Address:
Nebraska Department of Insurance
P.O. Box 82089
Lincoln, NE 68501-2089
402-471-2201
Consumer Affairs Hotline: 877-564-7323 (In-state only)

New Hampshire

We will, of course, be available to you to discuss the position we have taken. You may reach us at (800) 225-2467.

If you are a NH resident; if your policy insures property located in NH; or if you have been injured/your property has been damaged by a NH resident and you wish to take this matter up with the New Hampshire Department of Insurance. The New Hampshire DOI maintains a consumer services division to assist consumers with complaints at:

**21 South Fruit Street, Suite 14
Concord, NH, 03301**

The NH Insurance Department can be reached, toll free, by dialing 1-800-852-3416.

New Jersey

We are obligated to provide you with the following information, should you desire to speak with your Department of Insurance:

New Jersey Department of Banking and Insurance
Consumer Assistance
20 West State Street
PO Box 329
Trenton, NJ 08625-0329
Telephone: (609) 292-7272
Telefax: (609) 292-2431 or (609) 777-0508
Automated Hotline: 1-800-446-7467
E-mail: ombudsman@dobi.nj.gov
Electronic complaint submissions: <http://www.state.nj.us/dobi/consumer.htm>

New York
<p>IMPORTANT NOTICE</p> <p>Regulation 64, as promulgated by the New York State Department of Financial Services, requires that any notice explaining or rejecting any element of a claim shall contain the following:</p> <p>Should you wish to take this matter up with the New York State Department of Financial Services, you may file a complaint with the department either on its website at http://www.dfs.ny.gov/consumer/fileacomplaint.htm or by writing to the Consumer Assistance Unit, New York State Department of Financial Services at these locations:</p> <ul style="list-style-type: none">• One State Street, New York, NY 10004• One Commerce Plaza, Albany, NY 12257• 1399 Franklin Avenue, Garden City, NY 11530• 535 Washington Street, Suite 305, Buffalo, NY 14203
Rhode Island
<p>If you object to this denial, you may have the matter reviewed by:</p> <p>Rhode Island Department of Business Regulation Insurance Division 1511 Pontiac Avenue, Bldg. 69-2 Cranston, Rhode Island 02920 (401) 462-9520 insuranceinquiry@dbr.ri.gov www.dbr.ri.gov/divisions/insurance</p>
West Virginia
<p>In accordance with West Virginia Statute 114-14-6.17 of the Code of State Rules, you can take this matter up with the Office of the Insurance Commissioner at:</p> <p>West Virginia Offices of the Insurance Commissioner Attn: Consumer Service Division P.O. Box 50540 Charleston, WV 25305-0540 Toll-free: (888) 879-9842 Direct: (304) 558-5838 www.wvinsurance.gov/</p> <p>They are also available at this address: 900 Pennsylvania Ave., Charleston, WV 25302.</p>
Minnesota
<p>If this is a fire loss, you have a right to file a complaint regarding the denial. A complaint may be filed with the Minnesota Department of Commerce at:</p> <p>Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-3165 651-539-1600 800-657-3602 Greater MN only</p>
Washington
<p>If you have questions or concerns about the actions of your insurance company or agent, or would like information on your rights to file an appeal, contact the Washington state Office of the Insurance Commissioner's consumer protection hotline at 1-800-562-6900 or visit www.insurance.wa.gov. The insurance commissioner protects and educates insurance consumers, advances the public interest, and provides fair and efficient regulation of the insurance industry.</p>

Statute of Limitations
Alabama
In the State of Alabama, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Alaska
In the State of Alaska, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Arizona
In the State of Arizona, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Arkansas
In the State of Arkansas, the Statue of Limitations is 3 years for Property Damage claims and 3 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 3 years of the date of your accident for Property Damage and 3 years for Bodily Injury in order to protect your right to recover damages.
California
In the State of California , the Statue of Limitations is 3 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 3 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Connecticut
In the State of Connecticut , the Statute of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages
Delaware
In the State of Delaware, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Kansas
In the State of Kansas, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Kentucky
In the State of Kentucky, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Minnesota
In the State of Minnesota, the Statue of Limitations is 6 years for Property Damage claims and 6 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 6 years of the date of your accident for Property Damage and 6 years for Bodily Injury in order to protect your right to recover damages.

Missouri
In the State of Missouri, the Statue of Limitations is 5 years for Property Damage claims and 5 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 5 years of the date of your accident for Property Damage and 5 years for Bodily Injury in order to protect your right to recover damages.
Nevada
In the State of Nevada, the Statue of Limitations is 3 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 3 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages
New Jersey
In the State of New Jersey, the Statue of Limitations is 6 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 6 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Ohio
In the State of Ohio, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Oklahoma
In the State of Oklahoma, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Oregon
In the State of Oregon, the Statue of Limitations is 6 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 6 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Pennsylvania
In the State of Pennsylvania, the Statue of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.
Rhode Island
In the State of Rhode Island, the Statue of Limitations is 10 years for Property Damage claims and 3 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 10 years of the date of your accident for Property Damage and 3 years for Bodily Injury in order to protect your right to recover damages.
Utah
In the State of Utah, the Statue of Limitations is 3 years for Property Damage claims and 4 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 3 years of the date of your accident for Property Damage and 4 years for Bodily Injury in order to protect your right to recover damages.
Vermont
In the State of Vermont, the Statue of Limitations is 3 years for Property Damage claims and 3 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 3 years of the date of your accident for Property Damage and 3 years for Bodily Injury in order to protect your right to recover damages.
Washington

In the State of Washington, the Statute of Limitations is 3 years for Property Damage claims and 3 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 3 years of the date of your accident for Property Damage and 3 years for Bodily Injury in order to protect your right to recover damages.

West Virginia

In the State of West Virginia, the Statute of Limitations is 2 years for Property Damage claims and 2 years for Bodily Injury claims. This means you must either settle your claim or file a lawsuit within 2 years of the date of your accident for Property Damage and 2 years for Bodily Injury in order to protect your right to recover damages.

Auto Denial Reason & Language	
Both at fault	<p>Liberty Mutual has concluded that the actions of both vehicle operators contributed to this accident. Therefore, we feel a fair settlement will be calculated at XX% based on our insured's responsibility.</p> <p>The amount of our payment was calculated as follows: \$XX,XXX.XX Reasonable cost of repair to your vehicle (based on a qualified appraiser's estimate) x XXX% Percentage of that total we are offering in settlement \$XX,XXX.XX Your Payment (The check is being prepared and sent separately.)</p>
Conflicting Statements	Liberty Mutual has concluded that there is insufficient evidence showing our insured is at fault for this incident. At this time, we have conflicting statements as to what occurred in the incident. Therefore, we will not make payment on your claim.
Contributory negligence threshold not met	Our investigation concluded that you are XX% at fault for this accident. Per the negligence laws in the state where the loss occurred, you must be less than XX% at fault for payment to be made on the claim. Therefore, we will not make payment on your claim.
Freeform	[FREEFORM]
No damage to your vehicle	The damage review revealed that there was no damage to your vehicle as a result of the incident with our insured.
Our insured not at fault	Our investigation concluded that our insured was not at fault for this accident. Therefore, we will not make payment on your claim.
Policy Not in Force - Accident outside policy period	The policy referenced for this claim provides coverage only for claims that occur during the policy period. Because the claim occurred outside of the policy period, there is no coverage for the claim.
Policy Not in Force – No Coverage for the loss	The policy referenced for this claim was not enforceable due to the circumstances or timing of the loss. Because the insured has been denied coverage, we will not make payment on your claim.
Vehicle Stolen	Liberty Mutual has concluded that our policyholder's vehicle was stolen at the time of the incident. Since the vehicle was stolen, our insured is not responsible for the damages caused by the operator of the stolen vehicle.
Casualty Denial Reason & Language	
Both at fault	Liberty Mutual concluded that the actions of both vehicle operators contributed to this accident. Your bodily injury claim settlement will be calculated based on our insured's responsibility.
Contributory negligence threshold not met	Our investigation concluded that you are XX% at fault for this accident. Per the negligence laws in the state where the loss occurred, you must be less than XX% at fault for payment to be made on the claim. Therefore, we will not make payment on your claim.

Dog Bite	Based on our investigation, our insured had no knowledge that their dog had any violent propensities. Therefore, because our insured is not legally responsible for your injuries, we will not make payment on your claim.
Dog	Based on our investigation, the dog who caused the damages was not under the care or supervision of an insured. Therefore, our insured is not legally liable for this loss, and we will not be able to consider payment for any injuries.
Freeform	[FREEFORM]
LSVI - Regular	There is no causal connection between this accident and the injuries claimed. As such, we must respectfully deny payment of this claim.
LSVI – Threshold (Attorney)	The evidence presented; the reasonableness, necessity, and relatedness of treatment; and the probability of injury resulting from this accident do not meet the necessary threshold for your client to present a claim. As such, we must respectfully deny payment of this claim.
LSVI – Threshold (Unrepresented)	Extended treatment for injuries is unusual for this type of accident. Based on our review of accepted treatment, we do not feel you have met the necessary threshold to present a claim. As such, we must respectfully deny payment of this claim.
Our insured not at fault	Our investigation concluded that our insured was not at fault for this accident. Therefore, we will not make payment on your claim.
Policy Not in Force - Accident outside policy period	The policy referenced for this claim provides coverage only for claims that occur during the policy period. Because the claim occurred outside of the policy period, there is no coverage for the claim.
Policy Not in Force – No Coverage for the loss	The policy referenced for this claim was not enforceable due to the circumstances or timing of the loss. Because the insured has been denied coverage, we will not make payment on your claim.
Slip & fall - hazard	For our insured to be legally responsible for this incident, they had to have prior knowledge of a known condition and time to remedy any hazard. Our investigation determined that our insured did not know of any dangerous conditions that may have caused your fall. Therefore, we will not make payment on your claim.
Slip & fall - premise	Our investigation determined the loss did not occur on our insured's premises. Therefore, we will not make payment on your claim.
Property Denial Reason & Language	
Dog Bite	Based on our investigation, our insured had no knowledge that their dog had any violent propensities. Therefore, because our insured is not legally responsible for your damages, we will not make payment on your claim.
Dog	Based on our investigation, the dog who caused the damages was not under the care or supervision of an insured. Therefore, our insured is not legally liable for this loss, and we will not be able to consider payment for these damages.
Fire – Undetermined Origin & Cause	Our investigation has been completed regarding the fire on the above date. We deemed the cause of the fire as undetermined, with no evidence of negligence on the part of our insured. Therefore, because the damages were not caused by the negligence of our insured, we must deny your claim for damages resulting from this loss.
Fire- Known Cause, Insured Not Liable:	After investigating the cause and origin of the fire, we determined there was no negligence on the part of our insured. Because the damages were not caused by negligence of our insured, we must deny your claim for damages resulting from this loss.
Freeform	[FREEFORM]
Motor vehicles	Our insured's policy does not afford coverage for the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances.

	Therefore, we must deny your claim for damages resulting from this loss.
No damage to your property	Based on our review, we determined that there was no damage to your property as a result of the incident with our insured.
Rented to	Our insured's policy does not afford coverage for damages arising out of property rented to, occupied or in the care of the insured. Therefore, we must deny your claim for damages resulting from this loss.
Slip & fall - hazard	For our insured to be legally responsible for this incident, they had to have prior knowledge of a known condition and time to remedy any hazard. Our investigation determined that our insured did not know of any dangerous conditions that may have caused your fall. Therefore, we will not make payment on your claim.
Slip & fall - premise	Our investigation determined the loss did not occur on our insured's premises. Therefore, we will not make payment on your claim.
Tree	The tree that caused the damage to your property had no obvious health conditions prior to the loss. There was no prior notice of concern from any outside parties. Therefore, we must deny your claim for damages resulting from this loss.
Water Leak	Our investigation into the origin and cause of this water loss did not reveal any evidence of negligence on the part of our insured. Therefore, we must deny your claim for damages resulting from this loss.

