

[REDACTED]

Sent: [REDACTED] Monday, March 07, 2016 8:51 AM

Subject: [REDACTED] FW: HB 5522 - An Act Concerning Homeowners Insurance Policies and Coverage For the Peril Of Collapse

From: Structures Consulting [mailto:rht_pe@charter.net]

Sent: Friday, March 04, 2016 9:11 PM

To: INSTestimony

Cc: zRepresentative Sam Belsito; Sen. Guglielmo, Anthony

Subject: HB 5522 - An Act Concerning Homeowners Insurance Policies and Coverage For the Peril Of Collapse

To the members of this Committee:

I see problems with how this is written. I assume the intent is partly or mostly related to the regional problem of deteriorating concrete. This is indeed a serious problem for home or building owners, and the proper remedy of the problem present an insurmountable financial burden for anyone affected.

I will attempt to raise some points that may help to better focus the intent (as I see it) of this bill.

1. *(A) decay, of a building or any part of a building, that is hidden from view*

1.1 Using the word "*decay*" is very general. This will generate a very strong push-back from insurance companies, and rightly so. Decay of wood framing or corrosion of steel framing that can be attributed to moisture intrusion resulting from improper (or lack of) maintenance of exterior cladding should NOT be included. Building owners have an inherent obligation to properly maintain a building.

1.2 The statement "*hidden from view*" is inappropriate for unfinished basements with respect to concrete foundation degradation. As a licensed professional engineer I can tell you that concrete cracks for a variety of reasons other than contaminated concrete. Shrinkage cracks, settlement cracks and an occasional minor crack resulting from improper backfilling are seldom cause for concern with respect to structural integrity. While visible from the interior of the foundation, these types of cracks seldom require extensive repair, except for those that permit the intrusion of ground water.

1.3 Given the initial onset of certain forms concrete degradation, this can often be simply attributed to the types of cracks described in 1.2 above. The element of time begins to come into play here, and as time goes on, if the cracks continue to widen and new ones develop, this will likely indicate the use of a defective or contaminated concrete. Visible OR hidden, this

is now a serious issue and must be addressed. To limit the legislation to only that which is "hidden from view" is a serious mistake when applied to this or similar phenomena.

1.4 I suspect that paragraph (2) of the legislation (*"Mitigation that is undertaken to prevent all or part of the covered dwelling from falling down or caving in"*) may address the concerns I have expressed above. But I fear it may also provide the "wiggle room" that an insurance company may utilize to deny a claim. I believe that this needs to be tightened up a bit.

Respectfully,

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