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Charlene Duncan

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Sent via Certified Mail and First Class Mail

March 2, 2016

Barksdale Management Corp.
Att: Rick Wise, VP and Legal Counsel
800 Woodlands Pkwy Ste 11
Ridgeland, MS 39157

RE: Claim Number: E3S8349
Date of Loss: 02.12.16
Policy Number: YJBA 9741A51A
Active Dates: 04/08/15- 04/08/16

Dear Mr. Wise:

Thank you for your email of February 19, 2016. Based on our review of the policy terms and the law, Travelers Property Casualty Company of America (hereinafter "Travelers"), does not afford Underinsured Motorist Property Damage (UMPD) for damage to your company's flagpole.

As the claim was reported, a vehicle damaged a flag pole belonging to Barksdale Management and located at 1022 Highland Colony Ridgeland, MS 39157. The driver left the scene, so no information could be obtained from the at fault driver about insurance or financial responsibility. The accident occurred on February 12, 2016, and was reported to Travelers inquiring whether UMPD coverage on Barksdale's auto policy would pay for the damage.

As we understand the Mississippi auto liability and uninsured motorist insurance statutes, coverage is mandated for vehicles listed or otherwise described in the policy (covered autos) and for owners and their family members, drivers and occupants of those vehicles (insureds). (See Miss. Code. Ann. § 83-11-102 (a)).

~~This insurance plan is carried over to the Mississippi Uninsured Motorists Coverage endorsement in Barksdale's commercial auto policy. Please note the lead-in language to the endorsement on page 1 of 3:~~

MISSISSIPPI UNINSURED MOTORISTS COVERAGE (CA 21 28 10 13).

For a covered "auto" licensed or principally garaged in, or for "auto dealers operation" conducted in, Mississippi"



The policy also includes a definition of “property damage” that broadens UMPD coverage so that it applies not just to “covered autos.”

F. Additional Definitions

As used in this endorsement:

1. “Property damage” means injury to or destruction of:
 - a. A covered “auto”,
 - b. Property contained in the covered “auto” and owned by the Named Insured or, if the Named Insured is an individual, any “family member”
 - c. Property contained in the covered “auto” and owned by someone else “occupying” the covered “auto”.

As we discussed previously, the flagpole is not a “covered auto” nor does it come within the expanded definition of “property damage” found in the policy. Therefore, damage to the pole is not eligible for Uninsured Motorist coverage. The damage to the flagpole will need to be filed under your Property Policy.

Please note that there may be other terms, conditions and exclusions in the policy that apply to this claim. Reference to some of those terms, conditions and exclusions in this letter is not intended to waive or estop Travelers from raising other terms, conditions and exclusions that may be applicable. Travelers expressly reserves all of its rights under the policy and neither this letter nor any past or future conduct by Travelers regarding this claim shall modify, limit, estop or waive any of Travelers’ rights.

Respectfully,

Charlene Duncan
Claim Representative
Travelers Property Casualty Company of America
800-342-4064x 6425