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**NOTICE OF CIRCUMSTANCES OF CLAIM CITY OF MILWAUKEE**

TO: City Clerk  
City of Milwaukee  
200 East Wells Street  
Milwaukee, WI 53202

City Attorney's Office  
City of Milwaukee  
200 East Wells Street  
Milwaukee, WI 53202  
03 JUL -3 PM 2:09  
RONALD D. LEONHARDT  
CITY CLERK

RE: M&R PROPERTIES INVESTMENTS, LLC,  
Property at 3306 W. Highland Avenue, Milwaukee, WI

**PLEASE TAKE NOTICE** that M&R Properties Investments, LLC, sustained damages under the following circumstances that give rise to its claim against the City of Milwaukee pursuant to Section 893.80(1)(a) of the Wisconsin Statutes.

That on, or about, the 12th day of March, 2003, a City of Milwaukee main water line at about 3306 W. Highland Avenue was leaking; that the City of Milwaukee refused to make the repair of said leaking water main, thereby compelling claimant to pay for the repair and correction of said leaking water main.

As a direct result of the acts and/or omissions of the City of Milwaukee, claimant sustained damages in the amount of \$10,000.00.

Additionally attached hereto is claimant's claim for damages pursuant to Section 893.80(1)(b) of the Wisconsin Statutes.

Dated at Milwaukee, Wisconsin, this 3rd day of July, 2003.

STUPAR, SCHUSTER & COOPER, S.C.  
Attorneys for Claimant

By: 

Michael P. Stupar  
State Bar No. 1010853

**P.O. ADDRESS**

Suite 1800  
633 W. Wisconsin Avenue  
Milwaukee, WI 53203  
(414) 271-8833

CITY OF MILWAUKEE  
RECEIVED  
03 JUL -3 PM 3:23  
OFFICE OF  
CITY ATTORNEY

**CLAIM FOR DAMAGES**

CITY OF MILWAUKEE

03 JUL -3 PM 2:10

TO: THE CITY CLERK IN AND FOR THE CITY OF MILWAUKEE  
CITY OF MILWAUKEE ATTORNEY'S OFFICE

RONALD D. LEONHARDT  
CITY CLERK

RE: M&R PROPERTIES INVESTMENTS, LLC,  
Property at 3306 W. Highland Avenue, Milwaukee, WI

**PLEASE TAKE NOTICE** that M&R Properties Investments, LLC, pursuant to Section 893.80(1)(b) of the Wisconsin Statutes hereby makes claim to the City of Milwaukee for damages sustained by it on the 12th day of March, 2003, as a result of the negligence of the City of Milwaukee.

M&R Properties Investments, LLC, as claimant, is hereby demanding from the City of Milwaukee the sum of Ten Thousand and No/100 Dollars (\$10,000.00) in satisfaction of damages sustained by it as a result of the negligence and want of care of the City of Milwaukee particularly described in the attached Notice of Claim. M&R Properties Investments, LLC, incurred expenses for the repair of the leaking water main.

Dated at Milwaukee, Wisconsin, this 3rd day of July, 2003.

STUPAR, SCHUSTER & COOPER, S.C.  
Attorneys for Claimant

By: 

Michael P. Stupar  
State Bar No. 1010853

**P.O. ADDRESS**

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633 W. Wisconsin Avenue  
Milwaukee, WI 53203  
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CITY OF MILWAUKEE  
RECEIVED  
03 JUL -3 PM 3:23  
OFFICE OF  
CITY ATTORNEY

**American Modern Home Insurance Company**

March 25, 2003

**M & R PROPERTIES LLC  
850 GOLDEN MEADOW CT  
BROOKFIELD, WI 53045**

**RE: Insured: M & R PROPERTIES LLC  
Claim Number: 1399548001  
Policy Number: 0009490259  
Cause of Loss: WATER  
Date of Loss: 03/07/2003**

**Dear M & R PROPERTIES:**

I have reviewed your claim and policy concerning the broken water pipe near your property. It appears that this pipe is approximately 90 ft from your residence.

Please note that the section(s) of your policy entitled PERILS INSURED AGAINST at page 3 of 7 states that:

"Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

- 1A. Fire of lightning.**
- 1B. Internal Explosion**
- 2. Windstorm or hail**
- 3. Explosion**
- 4. Riot or civil commotion**
- 5. Aircraft**
- 6. Vehicles**
- 7. Smoke**
- 8. Volcanic Eruption**
- 9. Vandalism or malicious mischief**

Also, please note the explanation of #3. **Explosion:**

"This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

- a. electric arcing
- b. breakage of water pipes; or
- c. breakage or operation of pressure relief devices.

Since your loss is not listed as one of the named perils covered by your policy, there is no coverage under your policy for the loss. Therefore, your claim is denied.

I wish that I could be of greater assistance to you. Please contact me should you have any questions regarding the company's position.

Sincerely,

American Modern Home Insurance Company

DAVID DUHAIME  
Claims Representative

*Note: In addressing you at this time American Modern Home Insurance Company specifically reserves the right to deny and defend against this claim for the above referenced reason(s) or for any other lawful reason. No waiver or estoppel is intended or inferred.*

This coverage does not change the limit of liability that applies to the property being removed.

**Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

b. to the following property when outside of the building:

(1) awnings, signs, radio or television antennas or aerials including lead-in wiring, masts or towers; or

(2) canoes and rowboats.

### 3. Explosion.

This peril does not include loss by explosion of steam boilers or steam pipes, if owned or leased by you or operated under your control.

Explosion does not mean:

a. electric arcing;

b. breakage of water pipes; or

c. breakage or operation of pressure relief devices.

This peril replaces Peril 1B.

### 4. Riot or civil commotion.

### 5. Aircraft, including self-propelled missiles and spacecraft.

### 6. Vehicles.

This peril does not include loss:

a. caused by a vehicle owned or operated by you or a resident of the Described Location; or

b. caused by any vehicle to fences, driveways and walks.

### 7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from fireplaces or from agricultural smudging or industrial operations.

### 8. Volcanic Eruption, other than loss caused by earthquake, land shock waves or tremors

When a Premium for Vandalism or Malicious Mischief is shown in the Declarations, the following is made part of Perils Insured Against.

### 9. Vandalism or malicious mischief.

This peril does not include loss:

a. to glass or safety glazing material constituting a part of the building other than glass building blocks;

b. by pilferage, theft, burglary or larceny, but we will be liable for damage to the building

Unless the loss is excluded in the General Exclusions, we insure for direct physical loss to the property covered caused by:

### 1A. Fire or lightning.

### 1B. Internal Explosion, meaning explosion occurring in the dwelling or other structure covered on the Described Location or in a structure containing personal property covered.

Explosion does not mean:

a. electric arcing;

b. breakage of water pipes; or

c. breakage or operation of pressure relief devices.

This peril does not include loss by explosion of steam boilers, or steam pipes, if owned or leased by you or operated under your control.

When a Premium for Extended Coverage is shown in the Declarations, Perils 2 through 8 are made part of Perils Insured Against.

### 2. Windstorm or hail.

This peril does not include loss:

a. to the inside of a building or the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or

covered caused by burglars; or

- c. to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.



A. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Ordinance or Law, meaning enforcement of any ordinance or law regulating the use, construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.
2. Earth Movement, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
  - a. fire;
  - b. explosion;

ensues and then we will pay only for the ensuing loss.

3. Water Damage, meaning:

- a. flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- b. water which backs up through sewers or drains or which overflows from a sump; or
- c. water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire or explosion resulting from water damage is covered.

4. Power Failure, meaning the failure of power or other utility service if the failure takes place off the Described Location. But, if a Peril Insured Against ensues on the Described Location, we will pay only for that ensuing

loss.

5. Neglect, meaning your neglect to use a reasonable means to save and preserve property at and after the time of a loss.
6. War, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
7. Nuclear Hazard, to the extent set forth in the Nuclear Hazard Clause of the Conditions.
8. Intentional Loss, meaning any loss arising out of an act committed:
  - a. by or at the direction of you or any person or organization named as an additional insured; and
  - b. with the intent to cause a loss.

B. We do not cover loss to lawns, plants, shrubs or trees outside of buildings.



1. Policy Period. This policy applies only to loss which occurs during the policy period.
2. Insurable Interest and Limit of Liability. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
  - a. for an amount greater than the interest of a person insured under this policy; or
  - b. for more than the applicable limit of liability.
3. Concealment or Fraud. The entire policy will be void if, whether before or after a loss, you have:
  - a. intentionally concealed or misrepresented any material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements;
 relating to this insurance.
4. Your Duties After Loss. In case of a loss to covered property, you must see that the following