

Denied Hail Damage Claim Report

Initial Claim

- **Initial Claim Estimate** — A hail damage claim was filed with [REDACTED] on 7/22/22. [REDACTED]'s first report by its own adjuster [REDACTED] provided a damage assessment and contractor estimate of \$1.6 million.
- **Claim Denied** The claim was denied on 1/5/23 via certified mail. This occurred after an engineering analysis and on-site observations from [REDACTED], Inc.

Dispute Presentation

- **Conference Call and Follow-Up Correspondence** — A Conference Call was convened on Wednesday, 2/8 with [REDACTED] and [REDACTED] from [REDACTED], along with Blake Wheelis, Bill Smith and Tim Spencer:
 - Our group presented evidence and additional information, expressing disappointment in the wholesale denial of the hail damage claim.
 - We firmly requested a reconsideration of new information and a reassessment and revised proposal from [REDACTED] on the hail damage claim.
 - [REDACTED] and [REDACTED] assured us that the reassessment would take place and that a revised proposal would be made.
 - Three follow-up e-mails have been transmitted to [REDACTED] requesting this revised proposal. The last e-mail was firmly worded and was sent at 4+ weeks from our initial conference call.
- **Final Communication Before Potential Litigation** — Since no proposal from [REDACTED] was forthcoming, our communication with them has gradually become more direct. Our most direct e-mail was sent on Wednesday, 3/8:
 - We communicated our intention to begin the process of fully documenting our own independent assessment of hail damage on every roof at First West.
 - We communicated our hope that we can arrive at a mutually beneficial proposal that recognizes our roof hail damage and fulfills the terms of our [REDACTED] property insurance policy.
 - The purpose of the communication was to turn up the intensity in the conversation and foreshadow the possibility of litigation to resolve our claim. No threats were made and we avoided any mention of attorneys or legal action to maintain open dialogue open and keep open the possibility of a settlement on our claim.

First Settlement Proposal

- **Initial [REDACTED] Proposal** — We received a response and settlement proposal on Friday, 3/10 at 4:25pm CST.
 - Here's the summary:
 - Main Building Roofs — \$438,722.81
 - Feazel Chapel — \$37,000.00
 - Thrift Store — \$131,828.82
 - Actual Cash Value — \$607,551.63
 - TOTAL -\$75,000 Wind/Hail Deductible = **\$532,551.63**
 - Our previous [REDACTED] policy insured roofs with Actual Cash Value coverage.
 - [REDACTED]'s analysis yields a total replacement cost of all roofs at \$2,152,149.76 with non-recoverable depreciation of \$1,544,598.13. The Actual Cash Value is \$607,551.63.

Revised Settlement Conversation

- **Revised [REDACTED] Proposal** — Tim connected with [REDACTED] on Wednesday, 3/15:
 - We pushed back on the 72% (average) roof depreciation in the initial proposal.
 - [REDACTED] will reconsider this issue and prepare a revised proposal in coming days.
 - Once we agree on the final terms, First West would sign a release and accept the check settling the claim.