UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JONATHAN COUTTS, ET AL. vs. STATE FARM FIRE AND CASUALTY COMPANY	DOCKET NO. 2:24-CV-05770

ORDER

AND NOW, this _____ day of _____, 2025, upon consideration of the Motion for Partial Summary Judgment filed by Defendant, and the Response in Opposition filed by Plaintiffs, it is hereby **ORDERED** and **DECREED** that the motion is **DENIED**.

BY THE COURT:

_____

HON. MARY KAY COSTELLO

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JONATHAN COUTTS, ET AL. vs. STATE FARM FIRE AND CASUALTY COMPANY	DOCKET NO. 2:24-CV-05770

PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT

Plaintiff, Jonathan Coutts, (hereinafter "Plaintiff"), by and through his attorneys, Wheeler, DiUlio & Barnabei, P.C., hereby submits Response in Opposition to Defendant, State Farm Fire and Casualty Company's, (hereinafter "Defendant"), Motion for Partial Summary Judgment, and in support thereof, avers as follows:

1-2, inclusive. Admitted.

3. Admitted in part; denied in part. Admitted that Defendant filed the Motion to Dismiss but denied as to the merits of the motion.

4. Admitted.

5. Admitted in part; denied in part. Admitted that Defendant filed its Answer with Affirmative Defenses, but the defenses contained therein are denied.

6. Admitted.

7. Admitted.

8. Admitted with qualification. Defendant has acknowledged that this is a covered loss. See Def. Exhibit "D".

9. Admitted in part; denied in part. Admitted that Defendant utilized Hancock Claims Consultants ("Hancock"). Denied as to the conclusions reached by Hancock. To the contrary, Hancock's conclusions contradict those of Plaintiffs' experts, creating genuine issues of material fact that makes summary judgment improper. See Def. Exhibits "G,

10. Admitted in part; denied in part. Admitted that Defendant issued an estimate and payment. Denied that this estimate and payment represents the entirety of the damage that occurred during Plaintiffs' covered loss. See Def. Exhibit "G."

11. Admitted with qualification. Under Plaintiffs' insurance policy, appraisal is not an optional process. To the contrary, the policy provides:

> 4. **Appraisal.** If ***you*** and ***we*** fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only ***you*** or ***we*** may demand appraisal. A demand for appraisal must be in writing. ***You*** must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.

See Def. Exhibit "B". Under the terms of the policy, the only condition needed for appraisal is a disagreement between the parties over the amount of loss. Id.

Plaintiff has complied with this provision as required. Plaintiff submitted written itemized documentation of a specific dispute as to the amount of loss as well as Mr. Turnbull's report which serves as the basis for their dispute. See Def. Exhibit "G." A true and correct copy of Mr. Turnbull's report is attached hereto, and made part of, and marked Exhibit "1." On or about July 18, 2024, Plaintiff submitted a letter to Defendant demanding appraisal and naming their appraiser. See Def. Exhibit "E." At that moment, Defendant was **required** to submit the claim to appraisal, yet refused to do so without a reasonable basis. See Def. Exhibit "B;" see also Currie v. State Farm Fire and Casualty Co., 2014 U.S. Dist. Lexis 117970, *12-13 (E.D. Pa. 2014) (holding in part that

"when the parties merely disagree over the extent of damage or whether a covered peril is the cause of certain damage, that is a dispute regarding the amount of loss and is proper for appraisal.")

12. Denied. To the contrary, Defendant was provided a copy of the estimate for repairing damages claimed by the Plaintiff on at least two occasions. See Def. Exhibit "G". Defendants' own claims log identifies receiving documents from Paramount on May 8, 2025: "I completed a review of the message sent from Chris Stokoe of Paramount Roofing to Agent staff person Jeanne dated May 7, 2024 11:45 AM **along with his attachments**." A true and correct copy of the pertinent parts of Defendant's claim file is attached hereto as Exhibit "2." See Exhibit "2" at Bates No Coutts -D/L 1/9/24 at 0025.

At worst, Plaintiff substantially complied with the provision, as Plaintiff submitted the estimate to Defendant via their public adjuster, Joseph Panzarella. Defendant knew that Panzarella had submitted the estimate to Defendant. See Exhibit "2" at Bates No. Coutts -D/L 1/9/24 0021. On or about August 8, 2024, Defendant documented the same: "On 6/25, PA submitted email with an image of a jpg attachment icon which was supposed to be the 'report from independent HAAG-certified inspector'. But this was not an actual attachment. **PA attempted follow up on the un-received attachment on 06/28 and 07/09 before demanding appraisal. No CS or CO contacted PA to advise nothing was received"** (emphasis added). Id. In a light most favorable to Plaintiffs, Defendant knew for **forty-four** days that Panzarella submitted an estimate for review that inadvertently was not attached, and Panzarella attempted to confirm Plaintiffs' compliance twice in subsequent communications, namely his "follow up" on the attachment. Id. Yet, Defendant attempts to evade the appraisal provision of the policy by claiming "that appraisal [was] not yet appropriate as no evidence (estimate) has been received." Id. Because, at worst, Plaintiff substantially complied with the provision, and Defendant knew the same, a factfinder could

conclude that Defendant had no reasonable basis for refusing to submit the claim to appraisal as required by the policy. As such, Defendant's motion should be denied.

13-14 inclusive. Denied as a legal conclusion to which no response is required. Plaintiffs produced an expert opinion from Turnbull Adjusting, confirming the opinion reached by Paramount, and the basis for those opinions. See Exhibit "1;" Def. Exhibit "G". Additionally, Panzarella had already demanded appraisal. Saying he would demand again does not negate that Plaintiff had complied, or substantially complied, with the appraisal provision the first time, but Defendant refused appraisal anyway.

15-16 inclusive. Admitted in part; denied in part. Plaintiff admits that Defendant's representative did perform a site inspection and made recommendations for repairs, but specifically denies the amount and scope of damages. To the contrary, Plaintiffs rely on the reports of Paramount and Turnbull Adjusting to identify the proper scope and cost of Plaintiffs' damages. See Exhibit "1;" Def. Exhibit "G." Further, Defendant retaining D'Annunzio to perform a site inspection or confirm damages does not negate or cure Defendant's lack of reasonable basis for refusing to abide by the appraisal provision.

17-21 inclusive. Denied as a legal conclusion to which no response is required. To the contrary, summary judgment should not be granted unless the moving party can demonstrate that there is no genuine dispute of material and that they are therefore entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). Summary judgment is only proper when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law". Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986).

For a factual issue to be genuinely undisputed, the moving party needs to demonstrate that a reasonable jury could not return a verdict for the nonmoving party based on the evidence. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). However, the nonmoving party cannot rely solely on allegations or denials of the pleadings and instead have to show specific facts that demonstrate that there is a genuine issue of material fact. First Nat'l Bank of Arizona v. Cities Serv. Co., 391 U.S. 253, 288 (1968). The nonmoving party is not required to prove that the facts are conclusively in their favor. Id. at 288-89.

A factual issue is considered material "if its existence or nonexistence might impact the outcome of the suit under the applicable substantive law." Santini v. Fuentes, 795 F.3d 410, 416 (3d Cir. 2015) (citing Anderson, 477 U.S. at 248). The only function of the court in a motion for summary judgment is to decide if there is a genuine issue of material fact and not to determine the weight of the evidence. Anderson, 477 U.S. at 249.

When reviewing a motion for summary judgment, the court must view "the evidence in the light most favorable to the nonmoving party and drawing all inferences in favor of that party." Auto-Owners Ins. Co. v. Stevens & Ricci Inc., 835 F.3d 388, 402 (3d Cir. 2016) (citing Appelmans v. City of Phila., 826 F.2d 214, 216 (3d Cir. 1987)). Additionally, making credibility determinations is not the function of the court in a motion for summary judgment and the court must instead give more credit to the nonmoving party. Anderson, 477 U.S. at 255. The court may only grant a Motion for Summary Judgment when there is no genuine issue of fact and only one reasonable potential outcome could come from the facts under the governing law. Id. at 250.

22. Denied as a legal conclusion to which no response is required.

23. Denied as a legal conclusion to which no response is required. To the contrary, the Superior Court of Pennsylvania clarified the meaning of bad faith in Terletsky v. Prudential Property & Casualty Ins. Co., as follows:

> "Bad faith" on part of insurer is any frivolous or unfounded refusal to pay proceeds of a policy, it is not necessary that such refusal be fraudulent. For purposes of an action against an insurer for failure to pay a claim, such conduct imports a dishonest purpose and means a breach of a known duty (i.e. good faith and fair dealing), through some motive of self interest or ill will; mere negligence or bad judgment is not bad faith.

680 (Pa. Super. 1994), appeal denied 659 A.2d 560 (1995) (citing Black's Law Dictionary, 139 (6th Ed. 1990)).

24-33 Denied as a legal conclusion to which no response is required. To the contrary, Defendant has outlined the proper standards for succeeding in a bad faith claim *at trial*. Here, the moving party needs to demonstrate that a reasonable jury could not return a verdict for the nonmoving party based on the evidence. Anderson, 477 U.S. at 248. The only function of the court in a motion for summary judgment is to decide if there is a genuine issue of material fact and not to determine the weight of the evidence. Id. at 249. Here, with all facts viewed most favorable to Plaintiff, Defendant has the burden of proof to show that there are no genuine issues of material fact regarding Plaintiff's bad faith claim. Because the evidence reflects that Defendant had no reasonable basis for refusing to proceed to appraisal, Defendant's motion should be denied.

34-38 inclusive. Denied as a legal conclusion to which no response is required. To the contrary, Defendant has no basis for not going to appraisal after compliance, or in the alternative, substantial compliance and cure.

Disagreement as to scope of repairs is an insufficient reason to refuse to participate in the appraisal process. See Currie v. State Farm Fire and Casualty Co., 2014 U.S. Dist. Lexis 117970,

*12-13 (E.D. Pa. 2014) (holding in part that "when the parties merely disagree over the extent of damage or whether a covered peril is the cause of certain damage, that is a dispute regarding the amount of loss and is proper for appraisal;" (citing Williamson v. Chubb Indem. Ins. Co., 2012 U.S. Dist. Lexis 31648, 3-4 (E.D. Pa. 2012))). Lack of cooperation in the appraisal process is also not acceptable in part because "this would convert Insurer's duty to pay into an option to pay, or give it the power to delay payment indefinitely". See Everett Cash Mut. Ins. Co. v. Krawitz, 633 A.2d 215, 217 (Pa. Super. Ct. 1993) (striking down the insurer's basis for objecting to the appraisal.) In general, courts favor honoring appraisal provisions, not only as a more efficient means of resolving disputes over litigation, but also based on public policy: "This court cannot agree that the insurer may unilaterally free itself from its statutorily-imposed and contractually-required appraisal obligations". Ice City, 314 A.2d at 242; Everett Cash Mut. Ins. Co., 633 A.2d at 217.

39. Admitted in part; denied in part. Admitted that Defendant relied on Hancock to inspect the property. Denied as to the conclusions reached by Hancock or that their reliance vindicates Defendant's refusal to participate in the appraisal process.

40. Under Plaintiff's insurance policy, appraisal is not an optional process. To the contrary, the policy provides:

> 4. **Appraisal.** If ***you*** and ***we*** fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only ***you*** or ***we*** may demand appraisal. A demand for appraisal must be in writing. ***You*** must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.

See Def. Exhibit "B". Under the terms of the policy, the only condition needed for appraisal is a disagreement between the parties over the amount of loss. Id.

41-43 inclusive. Denied as a legal conclusion to which no response is required. To the contrary, Defendant was provided a copy of the estimate for repairing damages claimed by the Plaintiff on at least two occasions. See Def. Exhibit "G". Defendants' own claims log identifies receiving documents from Paramount on May 8, 2025: "I completed a review of the message sent from Chris Stokoe of Paramount Roofing to Agent staff person Jeanne dated May 7, 2024 11:45 AM **along with his attachments**."

Defendant at no point ever disagreed that this was a covered loss; they only ever disagreed to the scope and amount of damages. The only disagreements that are left at this point are the scope and amount of damages, which are the exact terms for when appraisal may be sought by either party. See Exhibit "B". Since these are the only disagreements, Defendant has no basis for refusing to engage in the appraisal process. See Kester, 726 F. Supp. at 1017 (citing Ice City, 314 A.2d at 240); Currie, 2014 U.S. Dist. Lexis at 12-13.

Despite having no basis to deny participation in the appraisal process, Defendant has continually failed to name their chosen appraiser or make any progress in resolving this dispute despite being obligated to do so. Defendant's refusal constitutes at least a genuine dispute of material fact regarding the bad faith claim because there is credible evidence that demonstrates that the Defendant does not have a reasonable basis for continuing to deny benefits under the policy. The evidence also demonstrates that the insurer knows that it does not have any reason for refusing to participate in the appraisal process. Defendant's refusal to participate in the appraisal process has led to an unreasonable delay in handling the claim submitted by the Plaintiff, which at the very least also raises a genuine dispute of material fact as to whether this constitutes bad faith. Smith, 904 F. Supp. 2d at 524 (citations omitted). Allowing the Defendant to prevail on Summary Judgment here would produce a result that the courts in Ice City and Everett explicitly sought to

avoid—enabling insurers like the Defendant to indefinitely delay the resolution of claims in the future. 314 A.2d at 242; 633 A.2d at 217.

44-45 inclusive. Denied as a legal conclusion to which no response is required. To the contrary, there is no bright line rule that reliance on an expert is reasonable, and the Pennsylvania Superior Court recently found that bad faith can occur even when an insurer relies on the opinion of an expert. Mohney v. Am. Gen. Life. Ins. Co., 116 A.3d 1123, 1133 (Pa. Super. Ct. 2015). In Mohney, the plaintiff purchased coverage under a disability insurance policy sold by the defendant which required "total disability" and inability to work for benefits to be paid. Id. at 1127. In 1992, the plaintiff suffered a back injury, his doctor determined that he was unable to work and reported that finding to the defendant, and the defendant began paying benefits owed. Id. Then, in 1995, the defendant again consulted the plaintiff's doctor who informed them that the plaintiff's condition was unchanged but that he might be able to perform certain light duty work and that any attempt should be attempted on a trial basis. Id. at 1128. In reliance on this opinion, and a questionnaire sent to plaintiff, the defendant denied further benefits and ceased paying the plaintiff under the policy. Id. at 1133.

The court found that the defendant had no reasonable basis to deny the plaintiff's disability benefits and that reliance on an equivocal opinion of an expert was not reasonable. Id. Like Mohney, Defendant is allegedly relying on a third-party expert, but like the courts decision in Mohney, Defendant's claimed reliance, and whether that reliance is reasonable, is not an absolute defense; instead, these are questions for the factfinder.

Respectfully submitted,

WHEELER, DiULIO & BARNABEI, P.C.

BY: *__/s/__ Gabrielle Beers*
Gabrielle Beers, Esquire
Attorney for Plaintiffs

Date: September 2, 2025

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JONATHAN COUTTS, ET AL. vs. STATE FARM FIRE AND CASUALTY COMPANY	DOCKET NO. 2:24-CV-05770

MEMORANDUM IN SUPPORT OF PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT, STATE FARM FIRE AND CASUALTY COMPANY'S, MOTION FOR PARTIAL SUMMARY JUDGMENT

Plaintiffs, Jonathan Coutts ("Plaintiff"), by and through their attorneys, Wheeler, DiUlio, & Barnabei, P.C., hereby files this Memorandum of Law in Support of their Response in Opposition to Defendant, State Farm Fire and Casualty Company ("Defendant"), Motion for Partial Summary Judgment.

I. PROCEDURAL AND FACTUAL BACKGROUND

Plaintiffs, Jonathan Coutts and Melissa Coutts (collectively "Plaintiff"), reside at 141 School Drive, Kintnersville, PA 18930 ("Property"). Plaintiff was issued a policy of insurance ("the Policy") covering the Property by Defendant, State Farm Fire and Casualty Company ("Defendant"). On or about January 9, 2024, Plaintiff suffered direct physical loss and damage to the insured property. Plaintiff gave notice of the covered loss to Defendant in a prompt and timely manner.

Defendant determined that Plaintiff has a covered loss and issued payment in the amount of $2,606.71. See Def. Exhibit "D." Plaintiff disagreed with Defendant's assessment of the amount of loss and provided an estimate of damages from Paramount Home Solutions. See Def. Exhibit "G." Defendant's claim file reflects that Defendant reviewed documents from Paramount

Home Solutions as early as May 7, 2024: I completed a review of the message sent from Chris Stokoe of Paramount Roofing to Agent staff person Jeanne dated May 7, 2024 11:45 AM **along with his attachments**." A true and correct copy of the pertinent parts of Defendant's claim file is attached hereto as Exhibit "2." See Exhibit "2" at Bates No Coutts -D/L 1/9/24 at 0025.

Plaintiff also submitted the estimate to Defendant via their public adjuster, Joseph Panzarella. Defendant knew that Panzarella had submitted the estimate to Defendant. See Exhibit "2" at Bates No. Coutts -D/L 1/9/24 0021. On or about August 8, 2024, Defendant documented the same: "On 6/25, PA submitted email with an image of a jpg attachment icon which was supposed to be the 'report from independent HAAG-certified inspector'. But this was not an actual attachment. **PA attempted follow up on the un-received attachment on 06/28 and 07/09 before demanding appraisal. No CS or CO contacted PA to advise nothing was received"** (emphasis added). Id.

Plaintiff's Policy contains the following provision:

> 4. **Appraisal.** If ***you*** and ***we*** fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only ***you*** or ***we*** may demand appraisal. A demand for appraisal must be in writing. ***You*** must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.

See Def. Exhibit "B". Under the terms of the policy, the only condition needed for appraisal is a disagreement between the parties over the amount of loss. Id.

On or about July 16, 2024, Plaintiff Jonathan Coutts called Defendant confirming he too sent documents "and CO has not returned his calls." See Exhibit "2" at Bates No. Coutts -D/L 1/9/24 0023.

On or about July 18, 2024, in compliance with the policy, Plaintiff submitted a demand for appraisal. See Def. Exhibit "E." Defendant chose not to appraisal, disingenuously claiming that they had not received the estimate from Paramount. See id. at Bates No. Coutts -D/L 1/9/24 0021; see also Def. Exhibit "F." However, Defendant knew that was not true. On or about August 8, 2024, Defendant documented the same: "On 6/25, PA submitted email with an image of a jpg attachment icon which was supposed to be the 'report from independent HAAG-certified inspector'. But this was not an actual attachment. **PA attempted follow up on the un-received attachment on 06/28 and 07/09 before demanding appraisal. No CS or CO contacted PA to advise nothing was received"** (emphasis added). As of August 8, 2024, Defendant was on notice that, before Plaintiff demanded appraisal:

- Defendant's agent had seen the estimate;
- Plaintiff had submitted the estimate;
- Panzarella had submitted the estimate; and
- Panzarella contacted Defendant to confirm receipt of the estimate twice.

See Exhibit "2."

Plaintiff's representative submitted the estimate **a third time.** See Exhibit "2" at Bates No. Coutts -D/L 1/9/24 0021 ("PA wanting to discuss demand response **and confirm items submitted on 08/09/2024. CS confirmed email received**," (emphasis added.)) After receiving the estimate for the third time, Defendant still did not proceed to appraisal. To date, Defendant has not named their appraiser as required by the Policy.

On September 23, 2024, Plaintiff commenced this action by filing a Civil Action Complaint in the Court of Common Pleas of Philadelphia County. See Def. Exhibit "A." Defendant removed this matter to this Court on October 29, 2024, and Defendant filed a Motion to Dismiss on November 5, 2024. See ECF No. 4. Plaintiff filed an Amended Complaint on December 9, 2024. See ECF No. 7. Defendant filed its Answer with Affirmative Defenses on

December 9, 2024. See ECF No. 8. On or about August 18, 2025, Defendant filed the instant Motion for Partial Summary Judgment for Count II of Plaintiff's Amended Complaint (Bad Faith), to which Plaintiff now responds.

II. QUESTION PRESENTED

A. Whether, in a light most favorable to Plaintiff, genuine issues of material fact exist as to whether Defendant knew it had no reasonable basis for refusing to participate in the appraisal process, in violation of the Policy and Pennsylvania case law?

Suggested Answer: Yes

III. ARGUMENT

A. Standard of Review

Summary judgment should not be granted unless the moving party can demonstrate that there is no genuine dispute of material and that they are therefore entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). Summary judgment is only proper when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law". Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986).

For a factual issue to be genuinely undisputed, the moving party needs to demonstrate that a reasonable jury could not return a verdict for the nonmoving party based on the evidence. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986). However, the nonmoving party cannot rely solely on allegations or denials of the pleadings and instead have to show specific facts that demonstrate that there is a genuine issue of material fact. First Nat'l Bank of Arizona v. Cities Serv. Co., 391 U.S. 253, 288 (1968). The nonmoving party is not required to prove that the facts are conclusively in their favor. Id. at 288-89.

A factual issue is considered material "if its existence or nonexistence might impact the outcome of the suit under the applicable substantive law." Santini v. Fuentes, 795 F.3d 410, 416 (3d Cir. 2015) (citing Anderson, 477 U.S. at 248). The only function of the court in a motion for summary judgment is to decide if there is a genuine issue of material fact and not to determine the weight of the evidence. Anderson, 477 U.S. at 249.

When reviewing a motion for summary judgment, the court must view "the evidence in the light most favorable to the nonmoving party and drawing all inferences in favor of that party." Auto-Owners Ins. Co. v. Stevens & Ricci Inc., 835 F.3d 388, 402 (3d Cir. 2016) (citing Appelmans v. City of Phila., 826 F.2d 214, 216 (3d Cir. 1987)). Additionally, making credibility determinations is not the function of the court in a motion for summary judgment and the court must instead give more credit to the nonmoving party. Anderson, 477 U.S. at 255. The court may only grant a Motion for Summary Judgment when there is no genuine issue of fact and only one reasonable potential outcome could come from the facts under the governing law. Id. at 250.

B. Legal Standard for Bad Faith

"The Pennsylvania Supreme Court has long held an insurer must act with the 'utmost good faith' toward its insured." Romano v. Nationwide Mutual Fire In. Co., 646 A.2d 1228, 1231 (Pa. 1994) (citing Fedas v. Ins. Co. of Pa., 151 A. 285, 286 (1930)). On February 7, 1990, the Pennsylvania Legislature promulgated 42 Pa.C.S.A. §8371, which created a statutory remedy for the bad faith conduct of insurers. 42 Pa.C.S.A. §8371. However, bad faith is not defined in §8371. Instead, in 1994, the Superior Court of Pennsylvania clarified the meaning of bad faith in Terletsky v. Prudential Property & Casualty Ins. Co., as follows:

> "Bad faith" on part of insurer is any frivolous or unfounded refusal to pay proceeds of a policy, it is not necessary that such refusal be fraudulent. For purposes of an action against an insurer for failure to pay a claim, such conduct imports a dishonest purpose and means

> a breach of a known duty (i.e. good faith and fair dealing), through some motive of self interest or ill will; mere negligence or bad judgment is not bad faith.

Terletsky, 680 (Pa. Super. 1994), appeal denied 659 A.2d 560 (1995) (citing Black's Law Dictionary, 139 (6th Ed. 1990)). Thus, bad faith on the part of an insurer must be proven by the insured by clear and convincing evidence, whereby a plaintiff must show that "the insurer did not have a reasonable basis for denying benefits under the policy and the insurer knew of or recklessly disregarded its lack of reasonable basis in denying the claim." MGA Ins. Co. v. Bakos, 699 A.2d 751, 754 (Pa. Super. 1997). However, this is the proper standard for succeeding in a bad faith claim at trial. At the summary judgment stage, the facts are viewed in the light most favorable to the non-moving party, and the moving party has the burden of proving that there are no genuine issues of material fact. Celotex, 477 U.S. at 322 (1986).

Importantly, § 8371 takes a broad view of insurer conduct which might qualify as bad faith. Indeed, "Section 8371 encompasses a broad range of insurer conduct" including "inadequate investigation or fail[ure] to perform adequate legal research concerning a coverage issue" and "[a]n unreasonable interpretation of the policy provisions as well as blatant misrepresentation of the facts or policy provisions." Smith v. Allstate Ins. Co., 904 F. Supp. 2d 515, 523-524 (W.D. Pa. 2012) (citations omitted). Moreover, bad faith is not limited to the insurer's bad faith in denying a claim but "may also extend to the insurer's investigatory practices." O'Donnell v. Allstate Ins. Co., 734 A.2d 901, 906 (Pa. Super. 1999). In fact, even where "an insurer . . . pays any portion of a claim, [it] can[]act in bad faith in refusing to pay the balance of that claim." Cohen v. State Auto Prop. & Cas. Co., No. 00-3168, 2001 U.S. Dist. LEXIS 1178, at *5–6 (E.D. Pa. Feb. 8, 2001). Specifically, "an unreasonable delay in handling claims," "a frivolous or unfounded refusal to pay, . . . [and] a failure to communicate with the insured," as well as "inadequate investigation or fail[ure] to perform adequate legal research concerning a coverage issue" can establish bad faith.

Smith, 904 F. Supp. 2d at 524 (citations omitted). In addition, there is no bright line rule that reliance on an expert is reasonable, and the Pennsylvania Superior Court recently found that bad faith can occur even when an insurer relies on the opinion of an expert. Mohney v. Am. Gen. Life. Ins. Co., 116 A.3d 1123, 1133 (Pa. Super. Ct. 2015).

C. Defendant's Refusal to Engage in Appraisal Without Basis is Evidence of Bad Faith

In Pennsylvania, an insurer must participate in appraisal when they have admitted liability, and the only dispute is to the amount of the loss. Kester v. State Farm Fire and Cas. Co., 726 F. Supp. 1015, 1017 (E.D. Pa. 1989) (citing Ice City, Inc. v. Ins. Co. of North America, 314 A.2d 236, 240 (Pa. 1974). Disagreements as to scope of repairs is an insufficient reason to refuse to participate in the appraisal process. See Currie v. State Farm Fire and Casualty Co., 2014 U.S. Dist. Lexis 117970, *12-13 (E.D. Pa. 2014) (holding in part that "when the parties merely disagree over the extent of damage or whether a covered peril is the cause of certain damage, that is a dispute regarding the amount of loss and is proper for appraisal;" (citing Williamson v. Chubb Indem. Ins. Co., 2012 U.S. Dist. Lexis 31648, 3-4 (E.D. Pa. 2012))).

In general, courts favor honoring appraisal provisions as a more efficient means of resolving disputes over litigation and because "this court cannot agree that the insurer may unilaterally free itself from its statutorily-imposed and contractually-required appraisal obligations". Ice City, 314 A.2d at 242; Everett Cash Mut. Ins. Co., 633 A.2d at 217. Allowing insurance companies to refuse to cooperate in the appraisal process is against public policy because "this would convert Insurer's duty to pay into an option to pay, or give it the power to delay payment indefinitely". See Everett Cash Mut. Ins. Co. v. Krawitz, 633 A.2d 215, 217 (Pa. Super. Ct. 1993) (striking down the insurer's basis for objecting to the appraisal.)

Under Plaintiff's insurance policy, appraisal is not an optional process. To the contrary, the policy provides:

> 4. **Appraisal.** If ***you*** and ***we*** fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only ***you*** or ***we*** may demand appraisal. A demand for appraisal must be in writing. ***You*** must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.

See Def. Exhibit "B". Under the terms of the policy, the only condition needed for appraisal is a disagreement between the parties over the amount of loss. Id.

Plaintiff has complied with this provision as required. Plaintiff submitted written itemized documentation of a specific dispute as to the amount of loss as well as Mr. Turnbull's report which serves as the basis for their dispute. See Def. Exhibit "G;" see also Exhibit "1." On or about July 18, 2024, Plaintiff submitted a letter to Defendant demanding appraisal and naming their appraiser. See Def. Exhibit "E". At that moment, Defendant was **required** to submit the claim to appraisal, yet refused to do so without a reasonable basis. See Def. Exhibit "B;" see also Currie v. State Farm Fire and Casualty Co., 2014 U.S. Dist. Lexis 117970, *12-13 (E.D. Pa. 2014) (holding in part that "when the parties merely disagree over the extent of damage or whether a covered peril is the cause of certain damage, that is a dispute regarding the amount of loss and is proper for appraisal.")

In addition, Defendant does not have any grounds for refusing to engage in the appraisal process. Defendant has already conceded that the damage to the property was covered by issuing payment for damages. See Def. Exhibit "D". Defendant was provided a copy of the estimate for repairing damages claimed by the Plaintiff on at least two occasions. See Def. Exhibit "G". Defendant acknowledged that it had reviewed the materials sent by Chris Stokoe of Paramount Roofing on May 8, 2024, and that "[they] found nothing in these documents that supports we either

missed or overlooked damage during either inspections of the property that would warrant . . . the need for us to change our coverage analysis". See Exhibit "2." Plaintiff submitted the documents, even though they had not been contacted by Defendant. Id. Panzarella provided a third copy of the Paramount estimate after demanding appraisal.

Defendant at no point ever disagreed that this was a covered loss but only ever to the scope and amount of damages. The only disagreements that are left are the scope and amount of damages, which are the exact terms for when appraisal may be sought by either party. Since these are the only disagreements, Defendant has no basis for refusing to engage in the appraisal process. See Kester, 726 F. Supp. at 1017 (citing Ice City, 314 A.2d at 240); Currie, 2014 U.S. Dist. Lexis at 12-13.

Despite having no basis to deny participation in the appraisal process, Defendant has continually failed to name their chosen appraiser or make any progress in resolving this dispute despite being obligated to do so. Defendant's refusal constitutes at least a genuine dispute of material fact regarding the bad faith claim because there is credible evidence that demonstrates that the Defendant does not have a reasonable basis for continuing to deny benefits under the policy. The evidence also demonstrates that the insurer knows that it does not have any reason for refusing to participate in the appraisal process. Defendant's refusal to participate in the appraisal process has led to an unreasonable delay in handling the claim submitted by the Plaintiff, which at the very least also raises a genuine dispute of material fact as to whether this constitutes bad faith. Smith, 904 F. Supp. 2d at 524 (citations omitted). Allowing the Defendant to prevail on Summary Judgment here would produce a result that the courts in Ice City and Everett explicitly sought to avoid—enabling insurers like the Defendant to indefinitely delay the resolution of claims in the future. 314 A.2d at 242; 633 A.2d at 217.

IV. CONCLUSION

Given the record of evidence, in a light most favorable to Plaintiff, a factfinder could conclude that Defendant knew that Plaintiff submitted the estimate of damages at issue, more than once, well in advance of demanding appraisal as required by the Policy. However, Defendant disingenuously refused to proceed to the binding appraisal process, claiming that it had never received the estimate. Once Panzarella sent the estimate a third time, Defendant still refused to go to appraisal. Based on this plethora of evidence, there are genuine issues of material fact to be resolved by the trier of fact. As such, Plaintiff respectfully requests that this Honorable Court deny Defendant's motion.

Respectfully submitted,

WHEELER, DiULIO & BARNABEI, P.C.

BY: */s/ Gabrielle Beers*
Gabrielle Beers, Esquire
Attorney for Plaintiffs

Date: September 2, 2025

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JONATHAN COUTTS, ET AL. vs. STATE FARM FIRE AND CASUALTY COMPANY	DOCKET NO. 2:24-CV-05770

CERTIFICATION OF SERVICE

Gabrielle Beers, Esq, hereby certifies that on September 2, 2025, a true and correct copy of Plaintiff's Response in Opposition to Defendant's Motion for Partial Summary Judgment were served by the Court's Electronic Filing System.

Respectfully submitted,
WHEELER, DiULIO & BARNABEI, P.C.

BY: */s/ Gabrielle Beers*
Gabrielle Beers, Esquire
Attorney for Plaintiffs

Date: September 2, 2025

Exhibit “1”

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

6/25/2024

Attention: Jonathan and Melissa Coutts

RE: Policy:
Claim:
Insured: JONATHAN AND MELISSA COUTTS
Loss: - Wind/Hail

EXPERT OPINION

6/25/2024

Dear Mr. Coutts,

At your request, I inspected your property

141 SCHOOL DRIVE KINTERSVILLE PA .

for Wind/Hail damage.

I am an Independent Adjuster, and in this instance, I am functioning as a HAAG-certified inspector.

My inspection found the following:

Roof:

Hail Damage:

As per normal industry practice, I drew a 10ft x 10ft test-square on each directional slope of your roof. I then tallied the number of hail strikes per test square, and the results are applied across the roof for the same directional slopes.

Front Slope: 10 + strikes per square.
Back Slope: 10 + strikes per square.
Right Slope: 10 + strikes per square.
Rear Slope: 10 + strikes per square.

There is hail damage noted to the elevated ridge cap, chimney chase cover, and flue cap.

Wind Damage:

There is wind damage on the rear, front, and left slope. There is wind damage to the elevated ridge cap.

Brittleness Test:

The shingles are 21 years old according to your records. The shingles show excessive granule loss with exposed fiberglass matting.

I conducted a brittleness test where I attempted to manipulate a shingle upward to expose the underlying fasteners as would be required for an individual shingle repair. My brittleness test found the shingle was creased and damaged when manipulated; therefore, the roof is not repairable.

You indicated your roofer sent a shingle sample to ITEL which found the shingle is discontinued and no longer available.

Exterior:

Front Elevation: No damages noted.
Left Elevation: Hail damage noted to 6” aluminum fascia.
Rear Elevation: No damages noted.
Right Elevation: No damages noted.

Interior:

Interior inspection was not part of the scope of assignment, you indicated there was no visible interior water damage.

Conclusion:

Based upon the severity of the hail damage of 10 plus strikes per square, and the presence of hail damage to soft metals, it is clear hail has damaged the dwelling roof.

HAAG engineering considers functional damage from hail impact to be a 1) reduction in the water-shedding ability of the roof and a 2) reduction in the lifespan of the roof. In this case, the hail strikes bruised the shingles and dislodged granules, causing functional damage.

In my experience, most insurance companies require 8-10 hail strikes per test square to justify full replacement of that roof slope.

My inspection found storm damage in the form of wind and hail across all the roof surfaces. The roof is in poor condition and not repairable. The ITEL report you referenced indicated the shingles are discontinued and no longer available.

For all the above reasons, it is my professional opinion that the roof should be replaced.

† We reserve the right to amend or revise our opinion if new information or evidence becomes available.

Sincerely,

Zach Turnbull

HAAG Certified Inspector # 201210385

Sincerely,

ZACH TURNBULL

cc: Joseph Panzarella Sr.

Enclosures:
1.Labeled Photographs

Photo Sheet

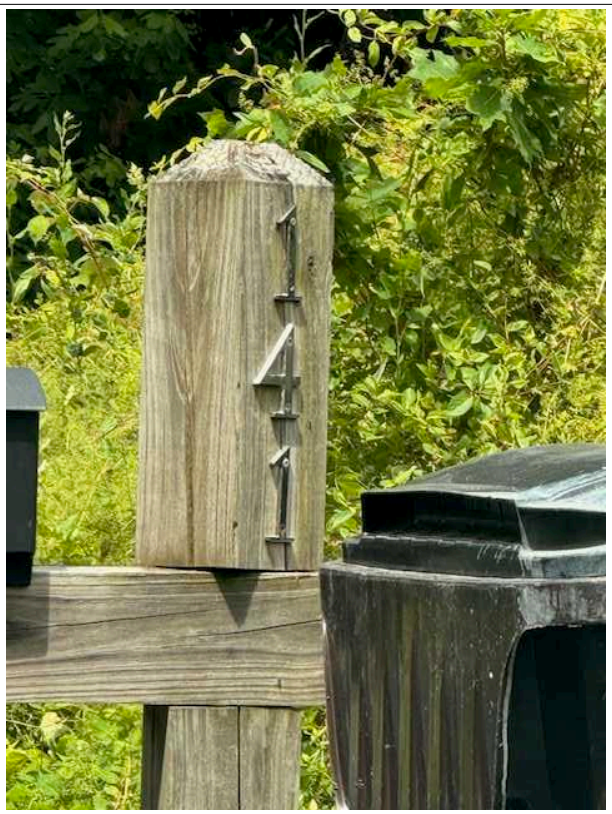
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



1-House number

Date Taken: 6/24/2024

Taken By: Zach Turnbull

JONATHAN AND MELISSA COUTTS
141 SCHOOL DRIVE
KINTERSVILLE, PA

2-Front elevation

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

3-Right elevation

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview

4-Rear elevation

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview

Photo Sheet

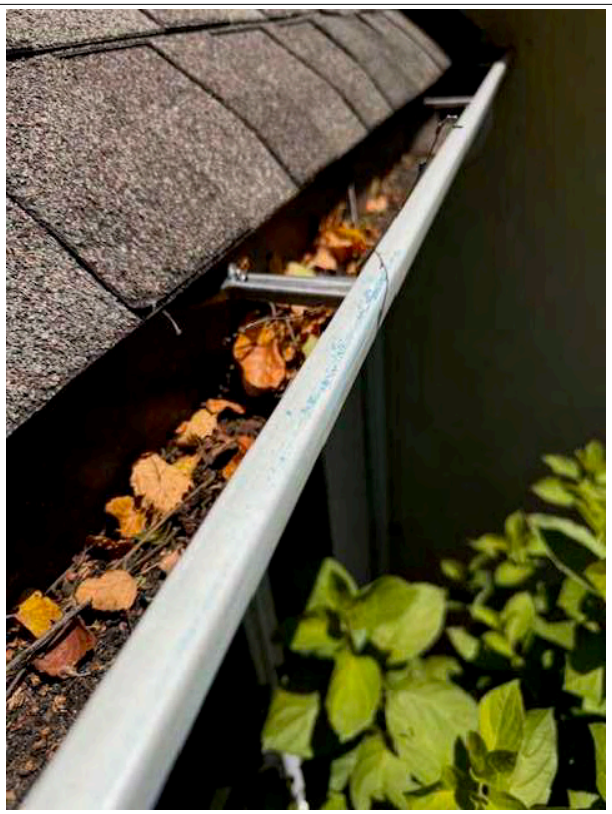
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



5-Gutters

Date Taken: 6/24/2024

Taken By: Zach Turnbull

No damage

6-Shinlge gauge

Date Taken: 6/24/2024

Taken By: Zach Turnbull

30 year laminate

Photo Sheet

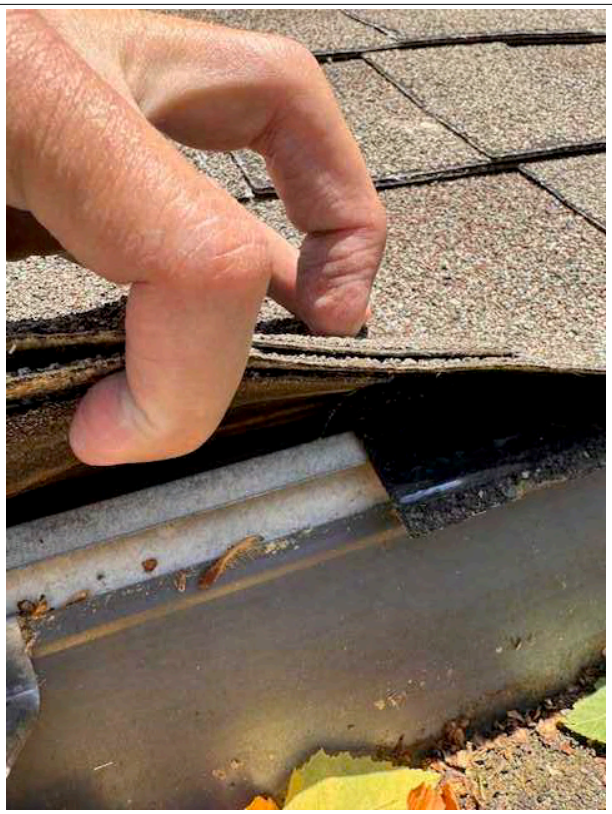
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



7-Drip edge

Date Taken: 6/24/2024

Taken By: Zach Turnbull

No but it is required by code.

8-Front and rear pitch

Date Taken: 6/24/2024

Taken By: Zach Turnbull

9.6/12

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

9-Left and right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Pitch gauge

10-Shingles

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor condition, excessive granule loss, wore fiberglass matting is visible across the roof, the roof is not repairable.

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

11-Shingles

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor condition, excessive granule loss, wore fiberglass matting is visible across the roof, the roof is not repairable.

12-Measuring shingle width

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Photo Sheet

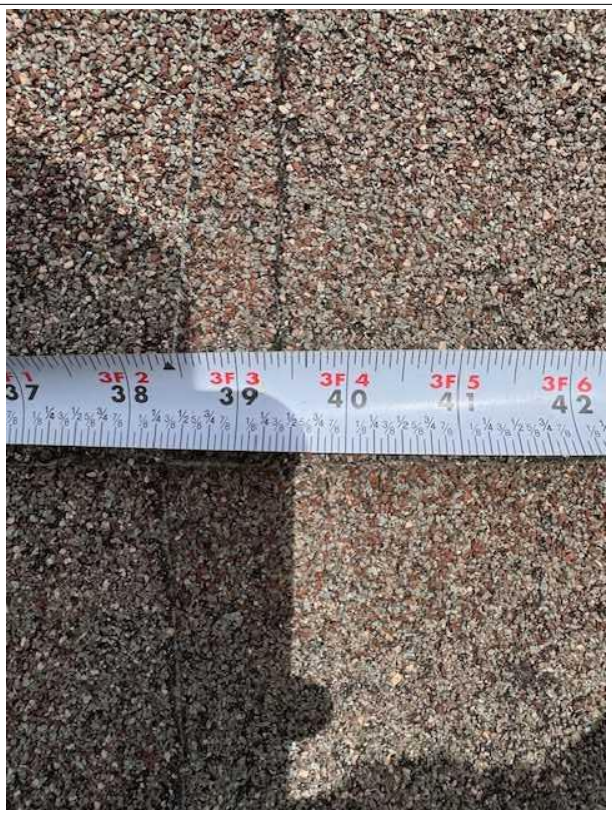
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

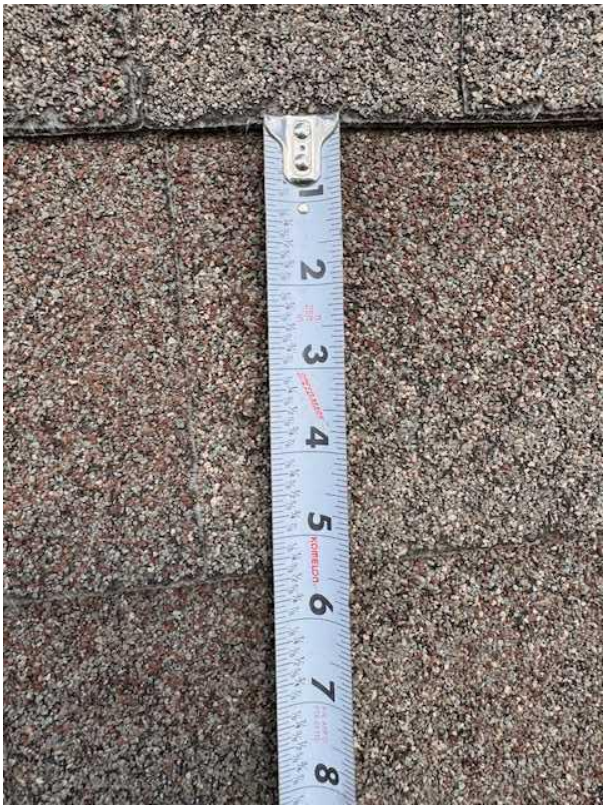


13-Shingle width

Date Taken: 6/24/2024

Taken By: Zach Turnbull

39 3/8 wide



14-Shingle exposure

Date Taken: 6/24/2024

Taken By: Zach Turnbull

5 3/8 long

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

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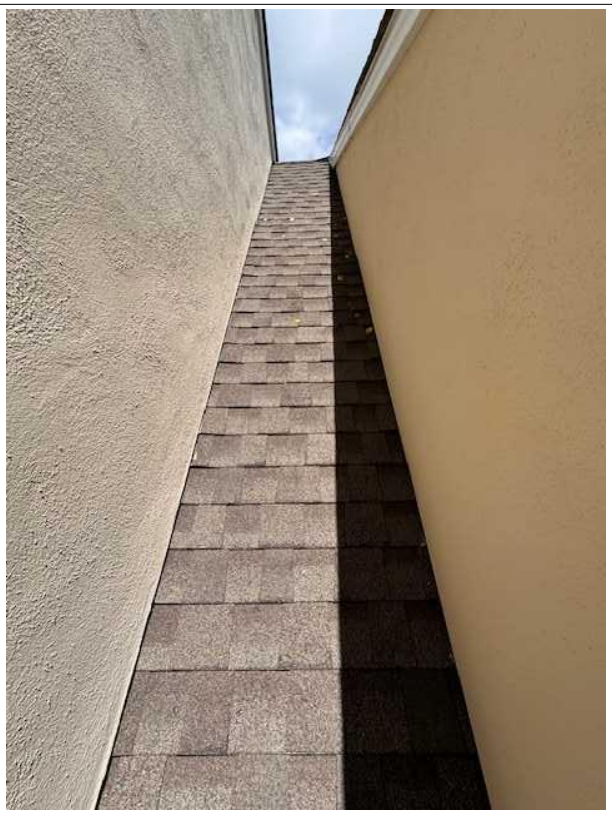
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



15-Front roof right side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Left channel

16-Front roof right side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Right channel

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

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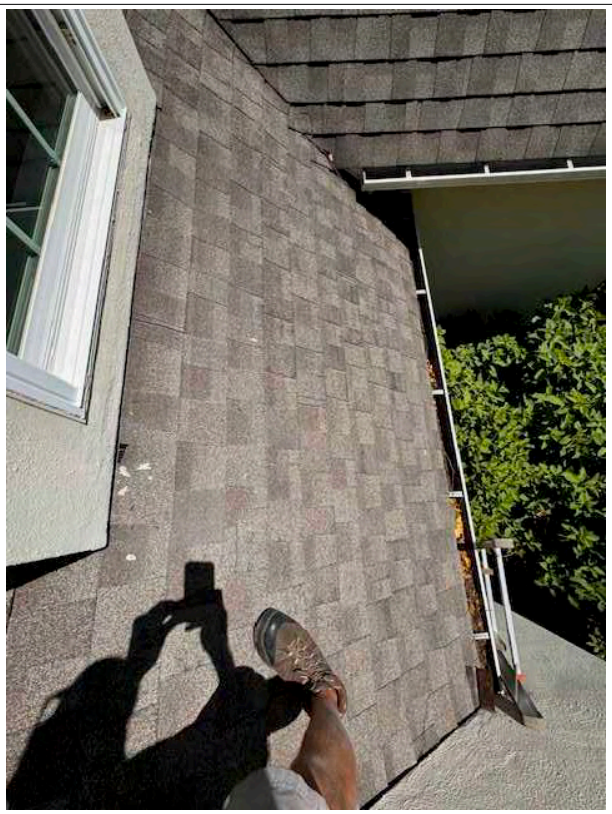
Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



17-Front roof right side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards gutter

18-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor shingle condition

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

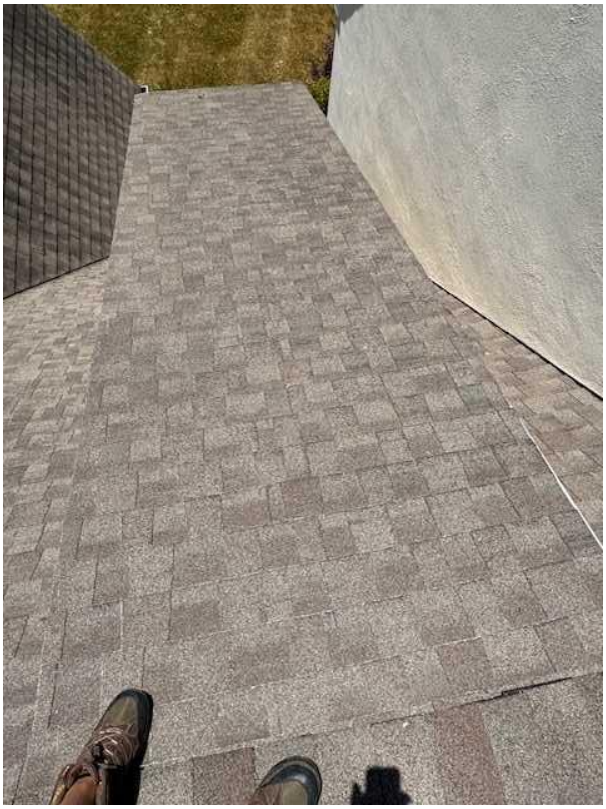
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

19-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor shingle condition, exposed fiberglass matting, shingles are not repairable.



20-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Right dormer

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

21-Front roof right dormer

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Shingles in poor condition, not repairable.

22-Front upper roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards left

Photo Sheet

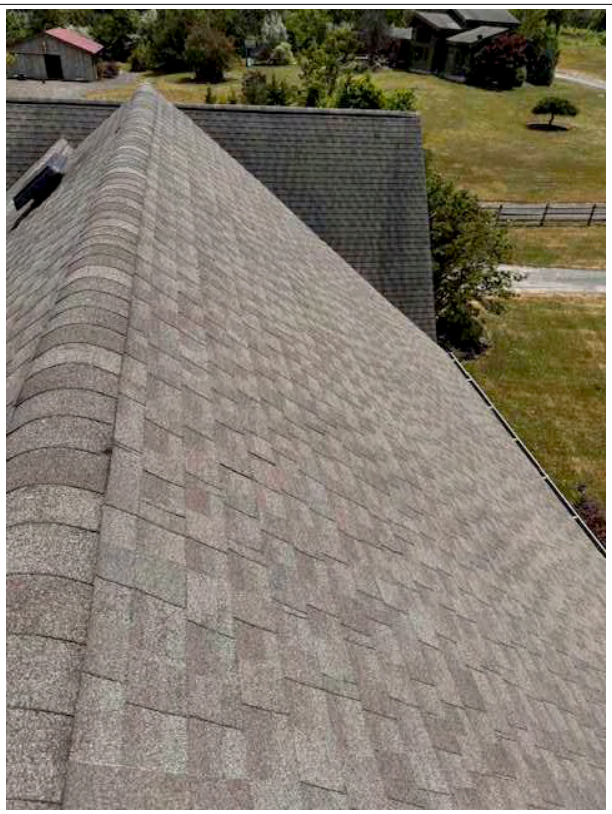
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



23-Front upper roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards right

24-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

25-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

26-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

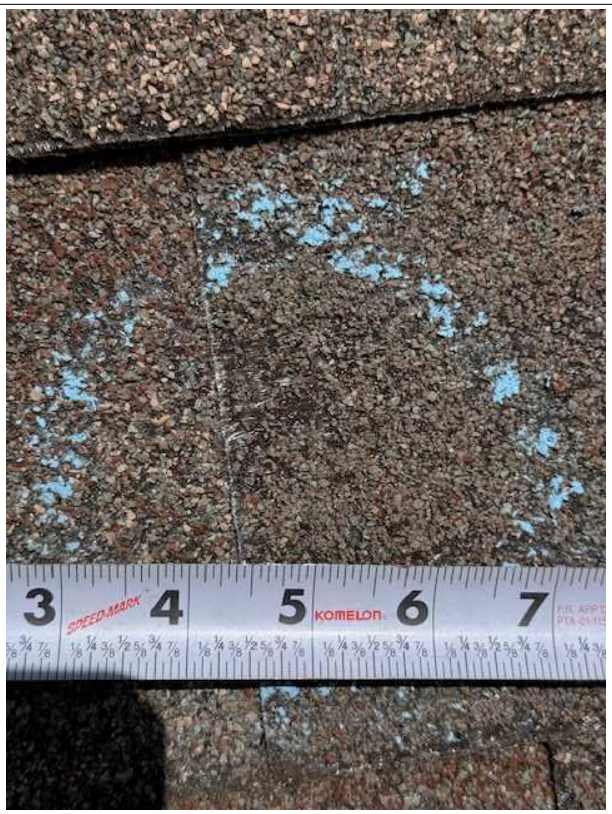
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

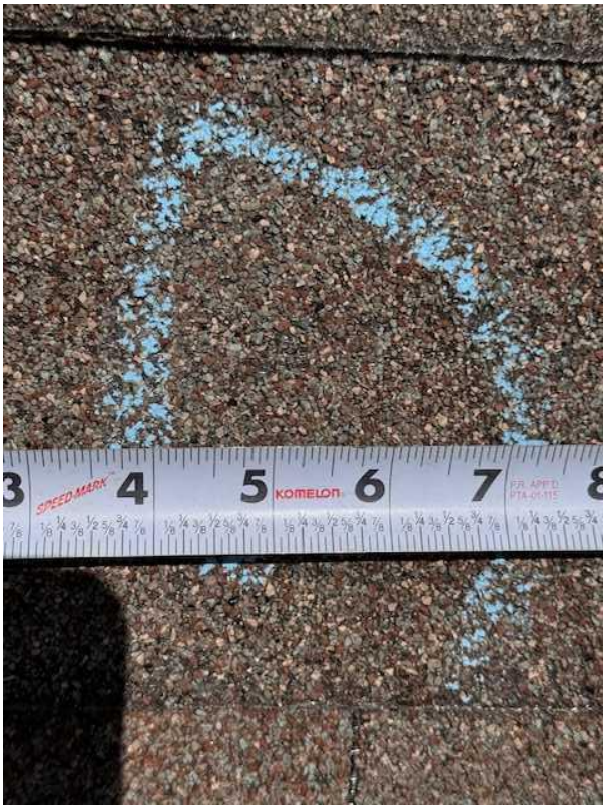


27-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



28-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

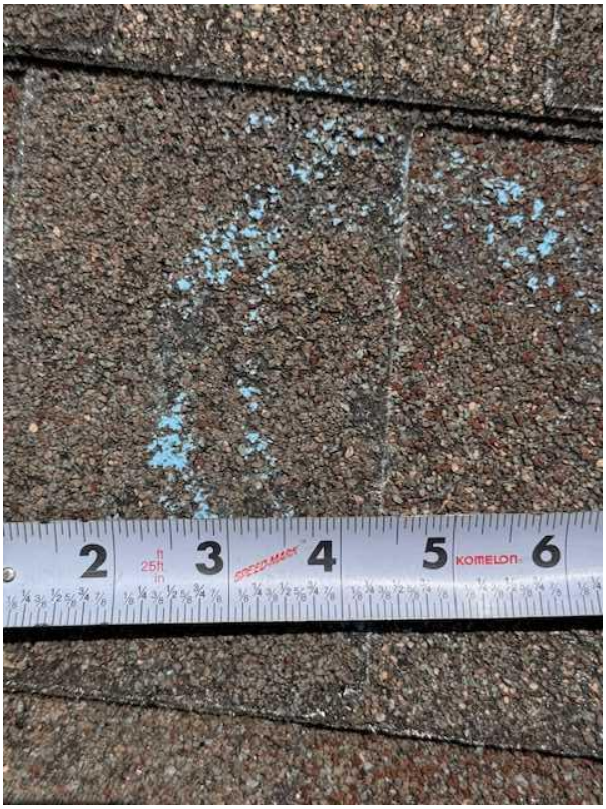
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

29-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



30-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

31-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

32-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

33-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

34-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

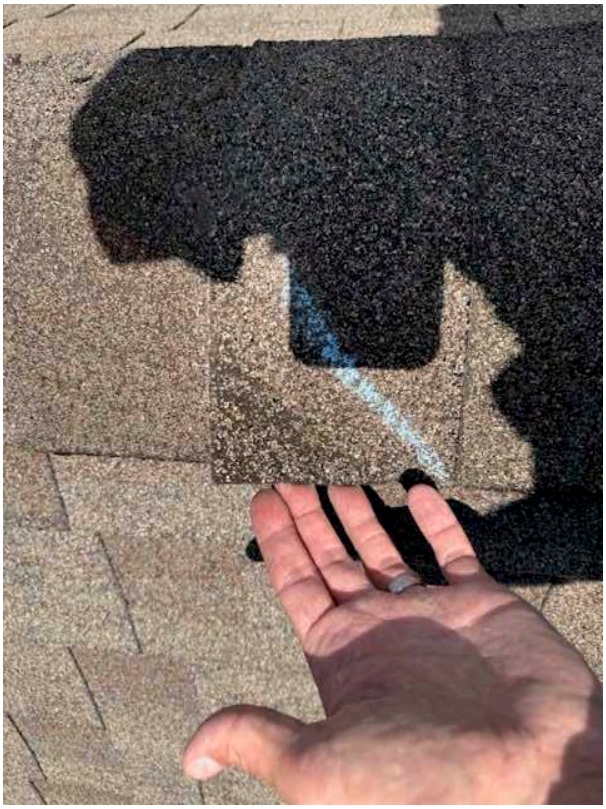
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

35-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square results



36-Ridge cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

37-Ridge cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

38-Ridge cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

39-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards left

40-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards right

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

41-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

42-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

43-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

44-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

45-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

46-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

47-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

48-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

49-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

50-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

51-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

52-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

53-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

54-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

55-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

56-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

57-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

58-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

59-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

60-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Granule displacement damage to shingles

Photo Sheet

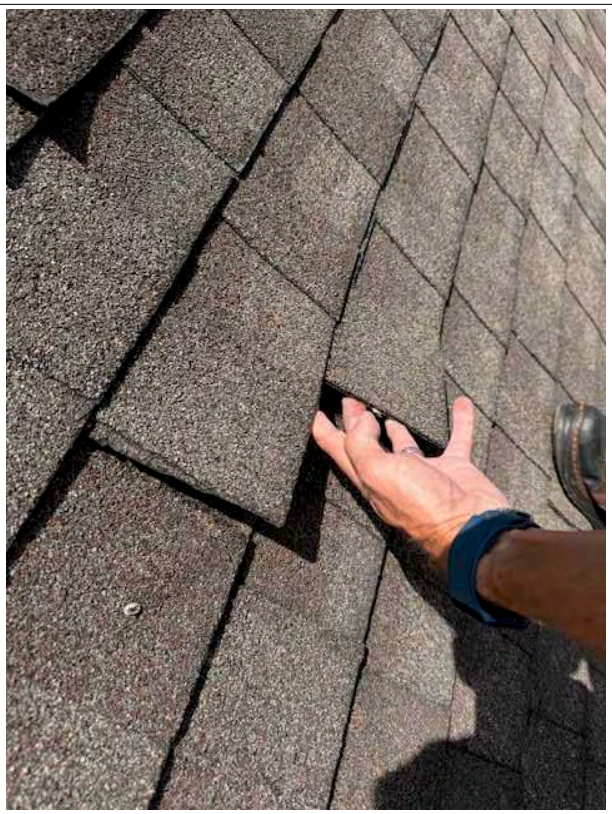
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



61-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

62-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

63-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage about the intersecting gable

64-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

65-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

66-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

67-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

68-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

69-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

70-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

71-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

72-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

73-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

74-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

75-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square

76-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

77-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

78-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

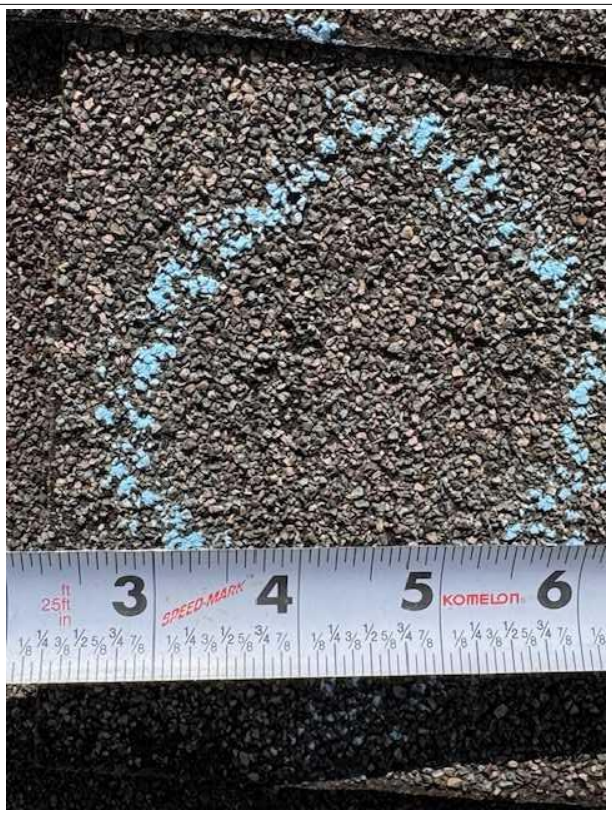
Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

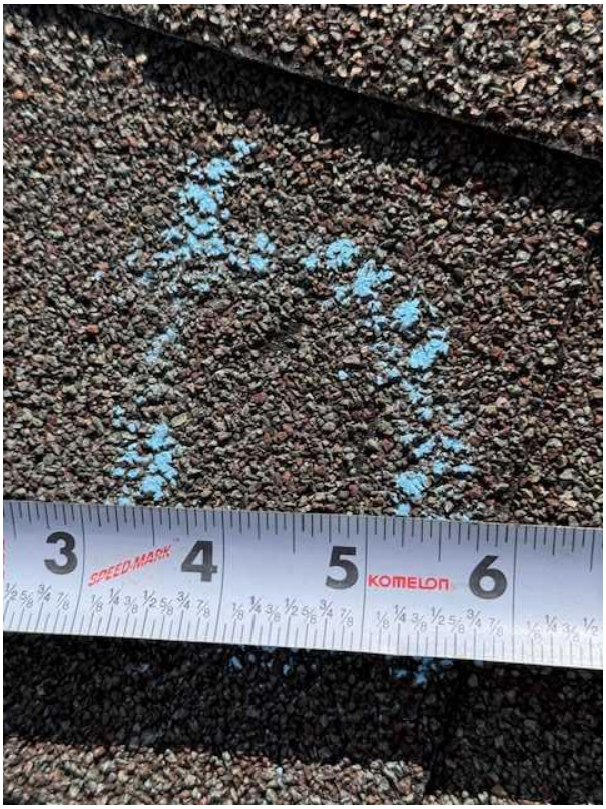


79-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



80-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

81-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

82-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

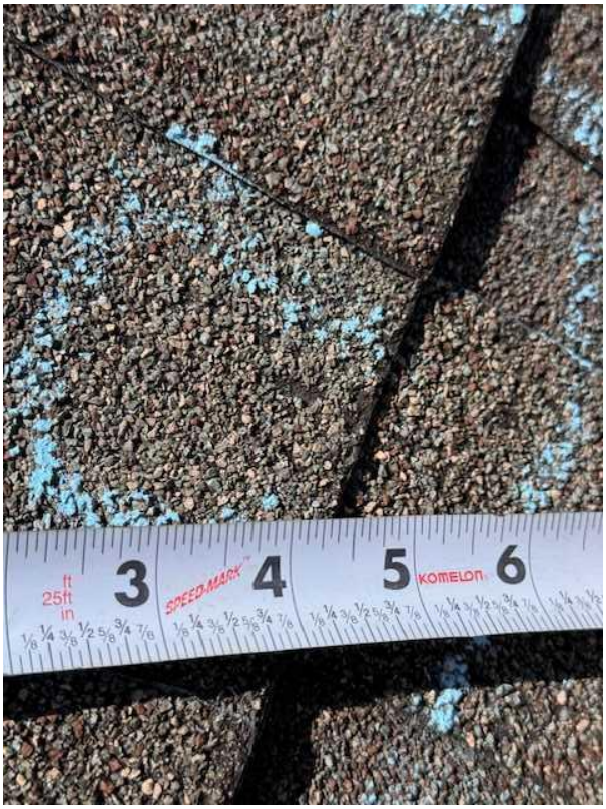
Policy #:

83-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



84-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

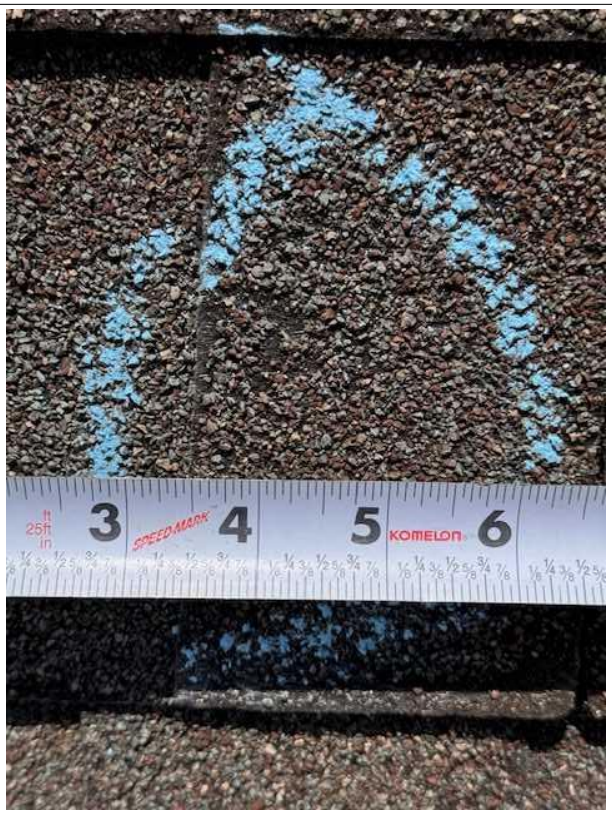
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



85-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

86-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square results

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

87-Rear lower roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Area of shingle taken for ITEL testing.

88-Rear lower roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Area of shingle taken for ITEL testing.

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

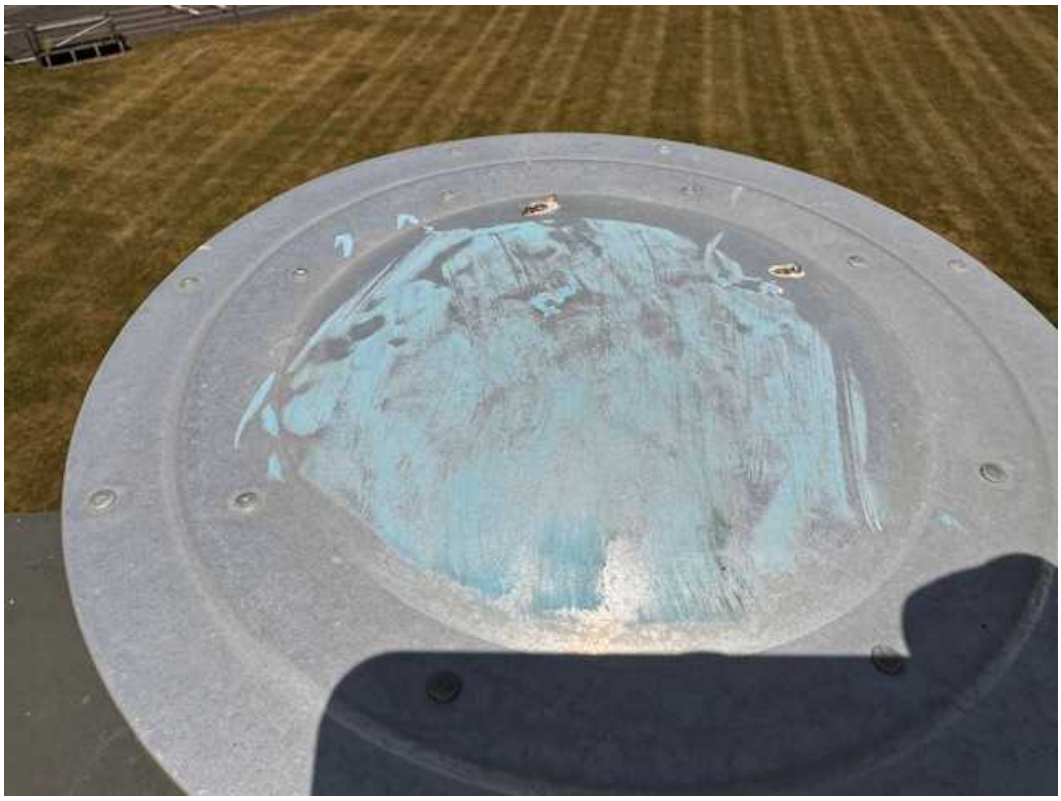
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

89-Chimney

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview; damage to chimney chase cover and flue cap.



90-Flue cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

91-Chimney chase cover

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

92-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards rear

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

93-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards front

94-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

95-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

96-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

97-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square

98-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

99-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

100-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

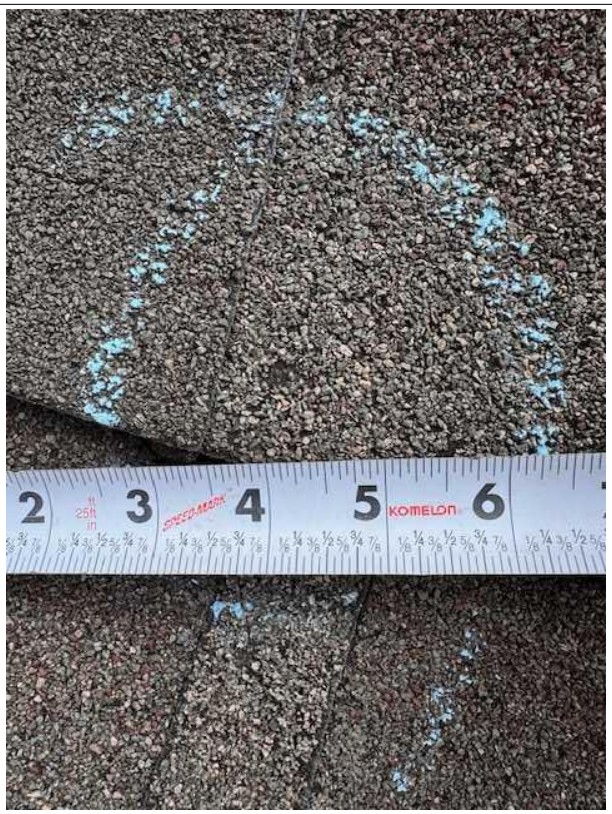
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



101-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

102-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

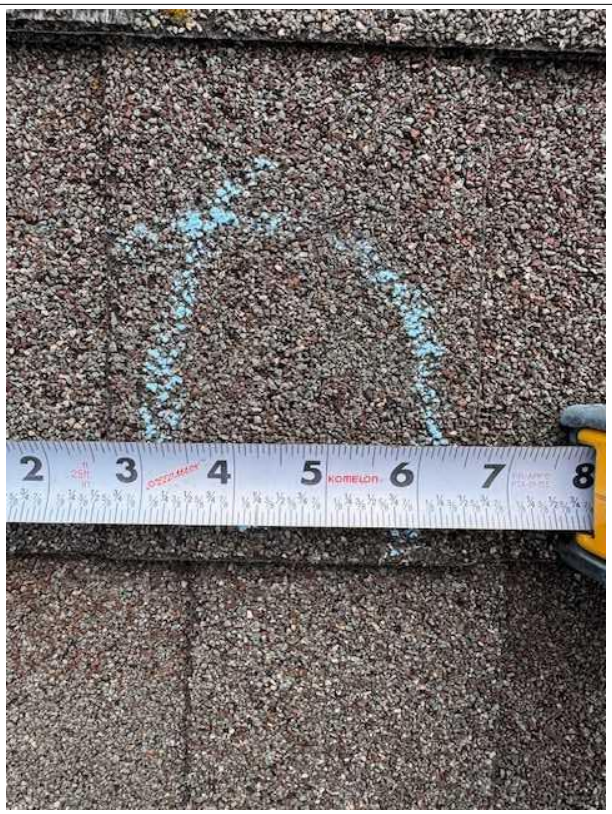
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



103-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

104-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

105-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

106-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

107-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

108-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square results

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

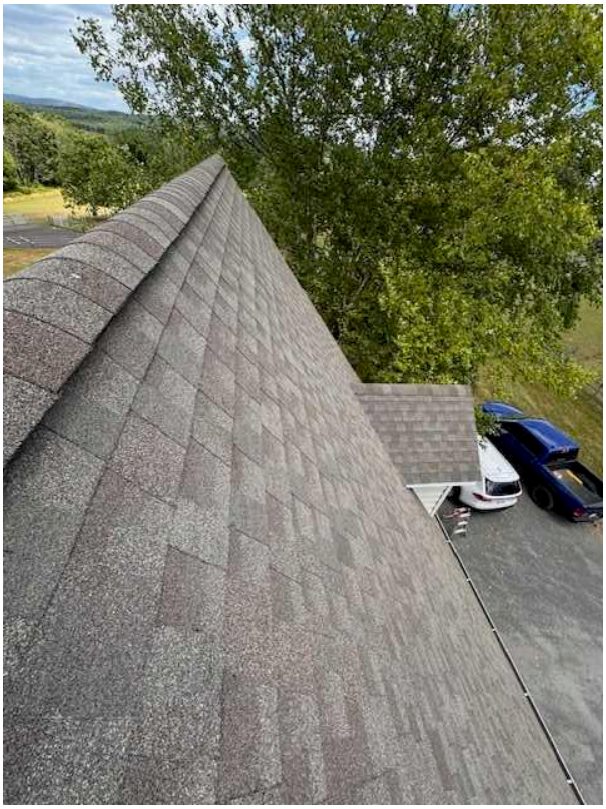
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

109-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards front



110-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards rear

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

111-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square; hail damage

112-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

113-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

114-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

115-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

116-Brittleness test

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

117-Brittleness test

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Lifting shingles to expose the fasteners

118-Brittleness test

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Fails, shingles creased and tear during test. Shingles with excessive granule loss and exposed fiberglass matting.

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

119-Left Fascia 6"

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

120-Left fascia

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

121-Right fascia

Date Taken: 6/24/2024

Taken By: Zach Turnbull

No hail damage

Photo Sheet

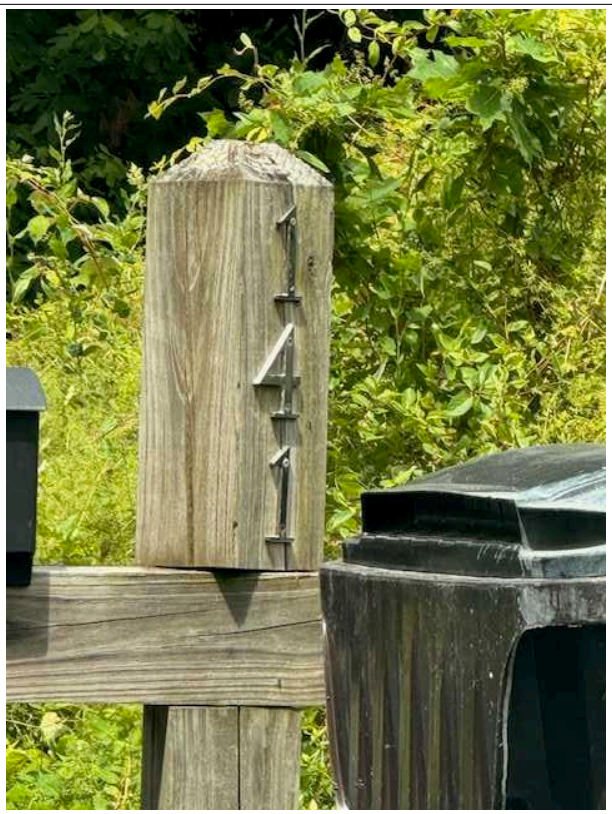
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



1-House number

Date Taken: 6/24/2024

Taken By: Zach Turnbull

JONATHAN AND MELISSA COUTTS
141 SCHOOL DRIVE
KINTERSVILLE, PA

2-Front elevation

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

3-Right elevation

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview

4-Rear elevation

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview

Photo Sheet

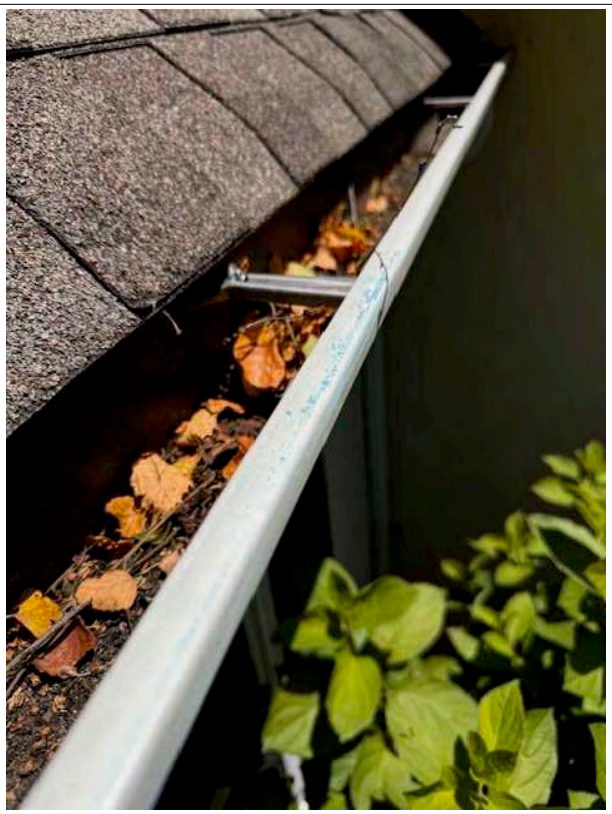
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



5-Gutters

Date Taken: 6/24/2024

Taken By: Zach Turnbull

No damage

6-Shinlge gauge

Date Taken: 6/24/2024

Taken By: Zach Turnbull

30 year laminate

Photo Sheet

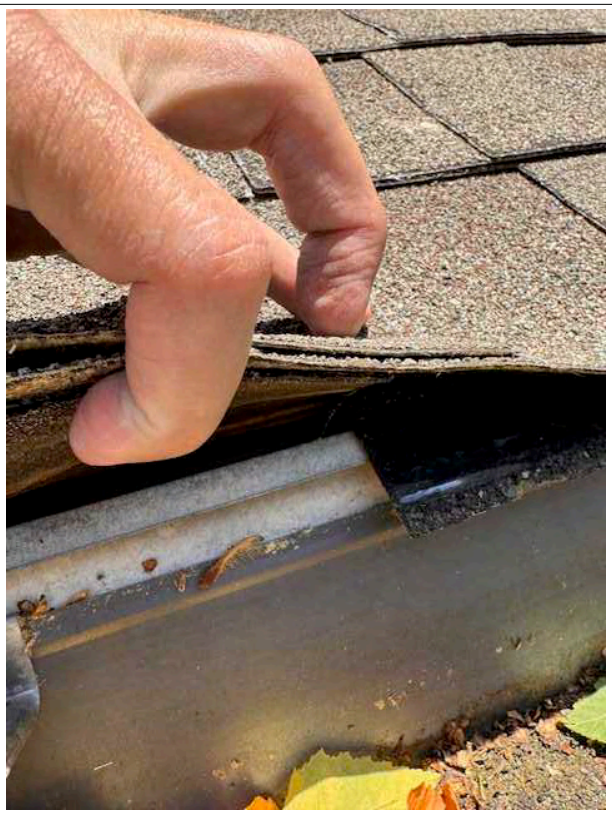
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



7-Drip edge

Date Taken: 6/24/2024

Taken By: Zach Turnbull

No but it is required by code.

8-Front and rear pitch

Date Taken: 6/24/2024

Taken By: Zach Turnbull

9.6/12

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

9-Left and right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Pitch gauge

10-Shingles

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor condition, excessive granule loss, wore fiberglass matting is visible across the roof, the roof is not repairable.

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

11-Shingles

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor condition, excessive granule loss, wore fiberglass matting is visible across the roof, the roof is not repairable.

12-Measuring shingle width

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Photo Sheet

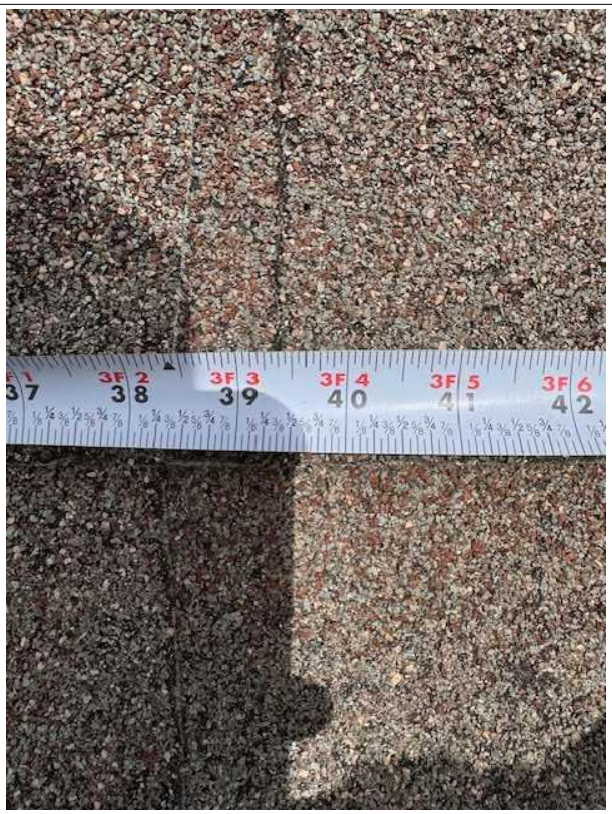
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

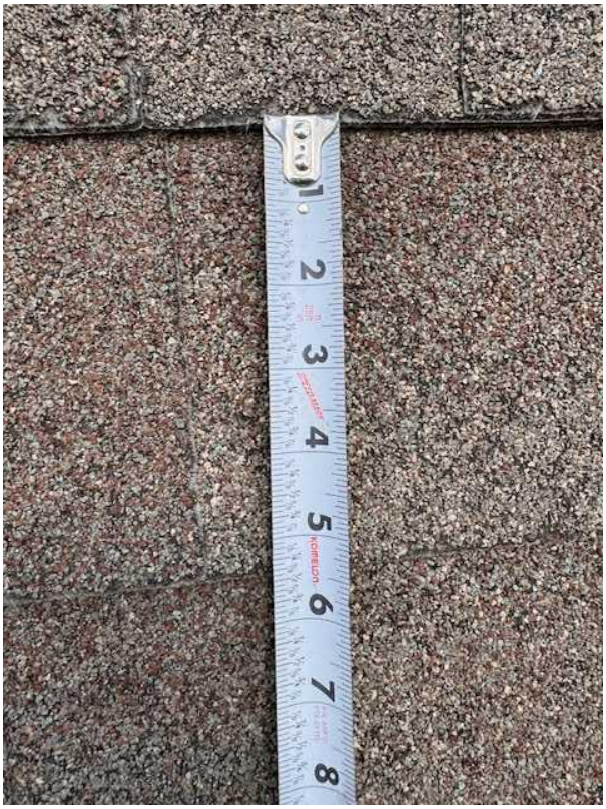


13-Shingle width

Date Taken: 6/24/2024

Taken By: Zach Turnbull

39 3/8 wide



14-Shingle exposure

Date Taken: 6/24/2024

Taken By: Zach Turnbull

5 3/8 long

Photo Sheet

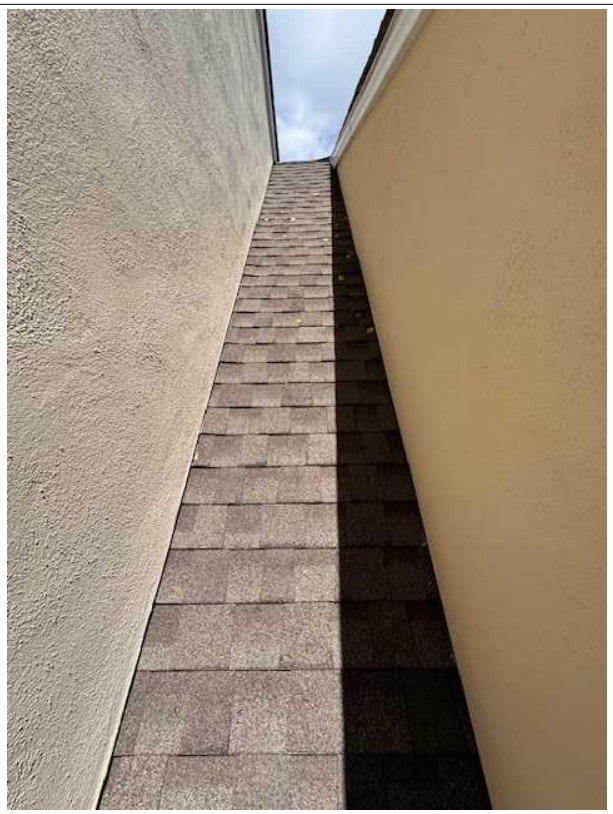
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



15-Front roof right side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Left channel

16-Front roof right side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Right channel

Photo Sheet

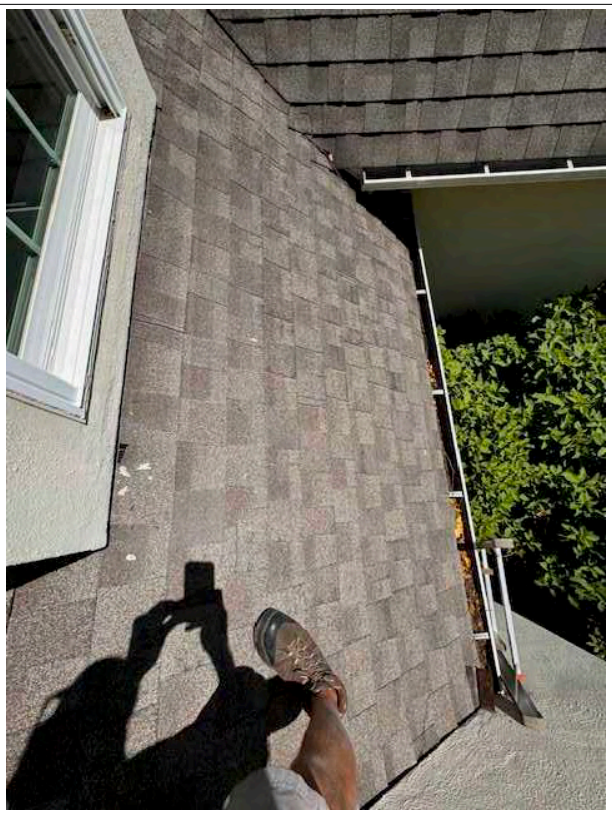
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



17-Front roof right side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards gutter

18-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor shingle condition

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

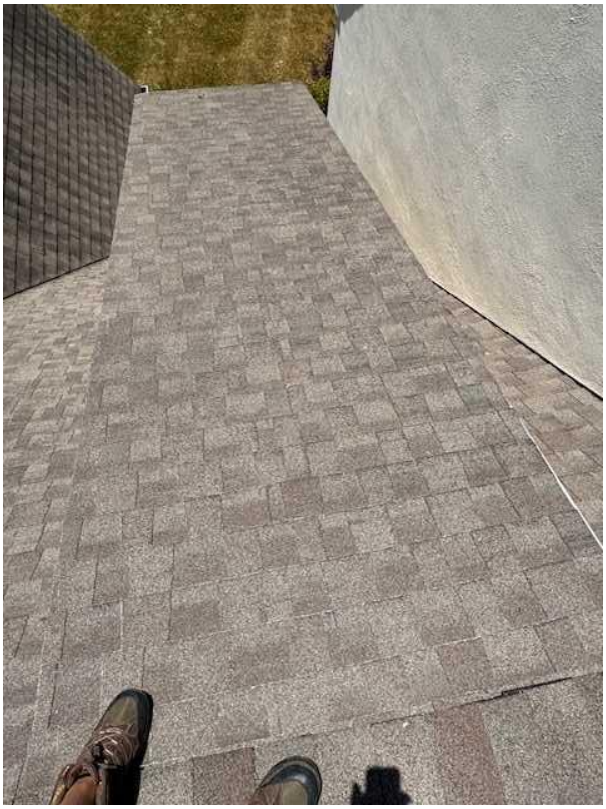
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

19-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Poor shingle condition, exposed fiberglass matting, shingles are not repairable.



20-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Right dormer

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

21-Front roof right dormer

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Shingles in poor condition, not repairable.

22-Front upper roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards left

Photo Sheet

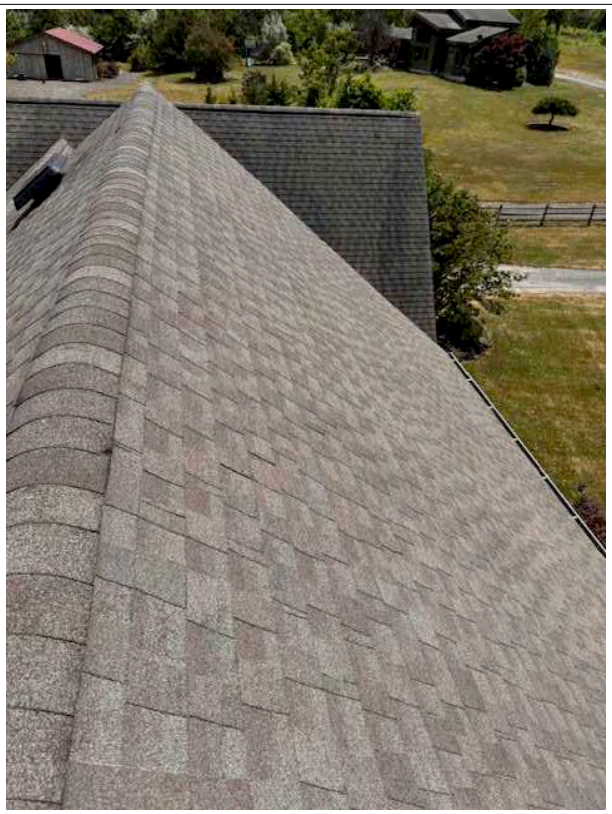
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



23-Front upper roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards right

24-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

25-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

26-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

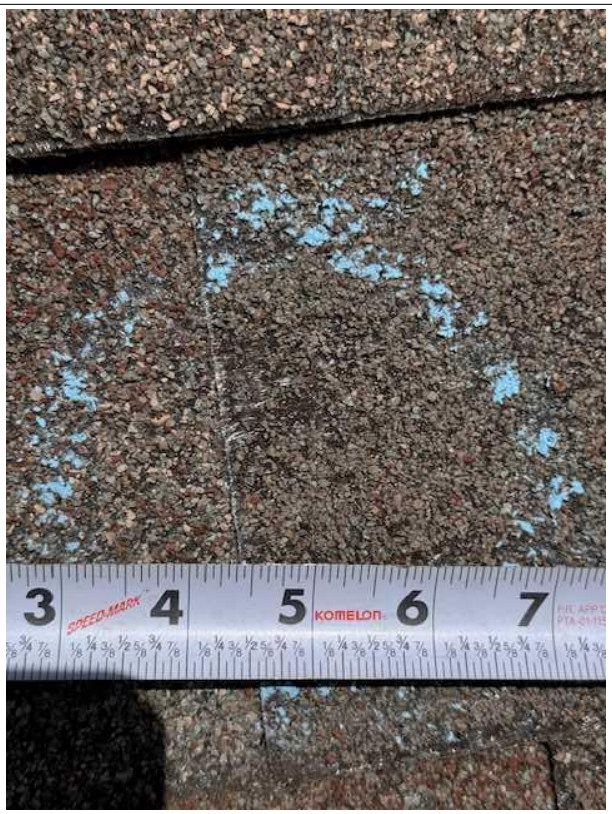
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

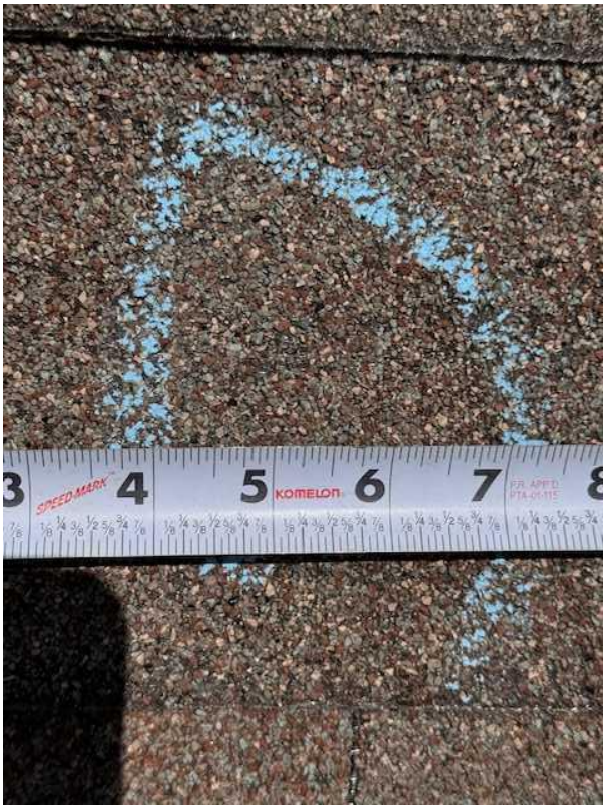


27-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



28-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

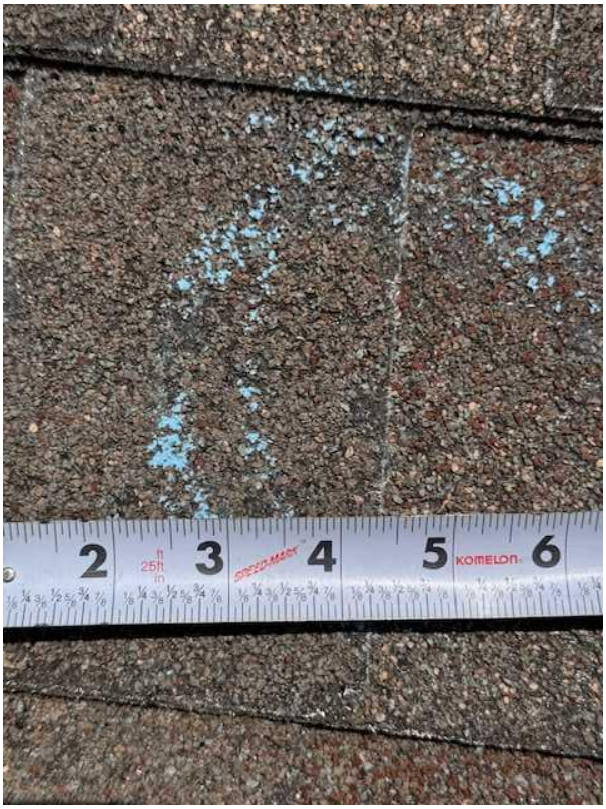
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

29-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



30-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

31-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

32-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

33-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

34-Front roof left side

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

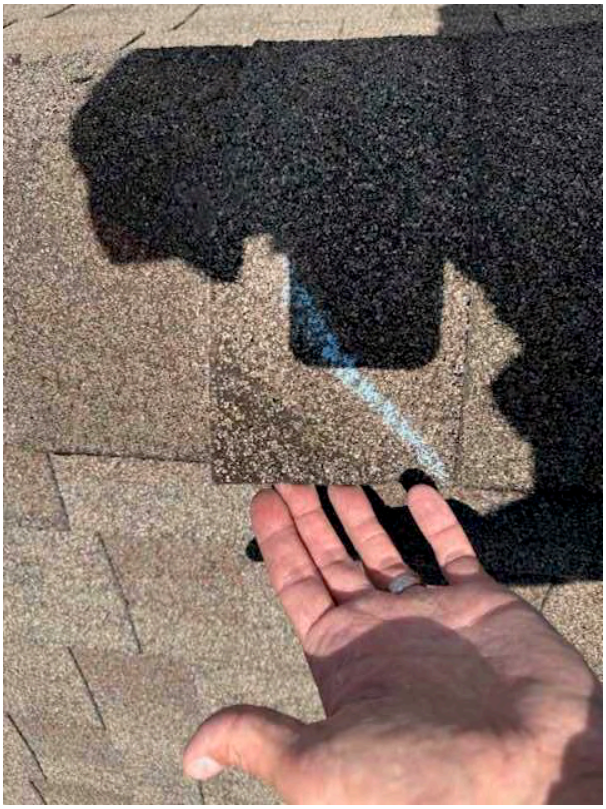
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

35-Front roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square results



36-Ridge cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

37-Ridge cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

38-Ridge cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

39-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards left

40-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards right

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

41-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

42-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

43-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

44-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

45-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

46-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

47-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

48-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

49-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

50-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

51-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

52-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

53-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

54-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

55-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

56-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

57-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

58-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

59-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

60-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Granule displacement damage to shingles

Photo Sheet

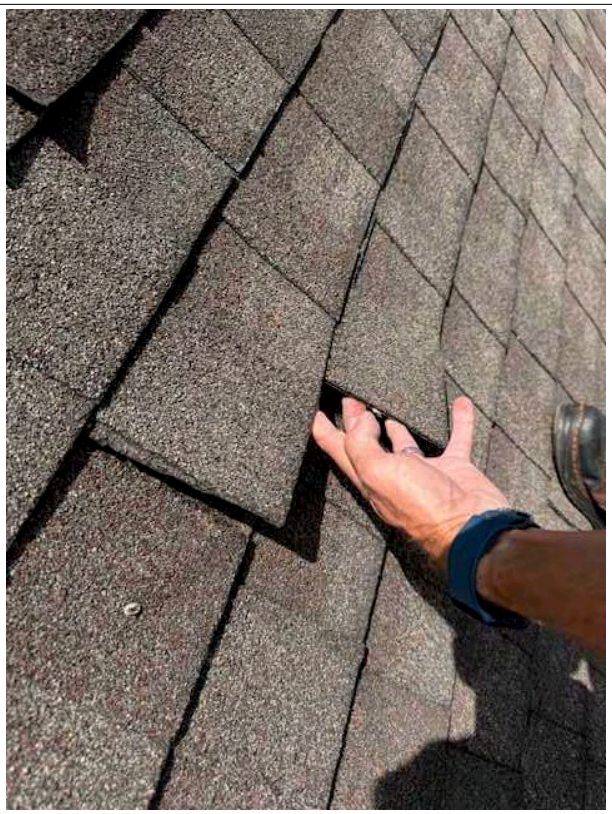
Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:



61-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

62-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

63-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage about the intersecting gable

64-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

65-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

66-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

67-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

68-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

69-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

70-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

71-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

72-Rear main roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

73-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

74-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

75-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square

76-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

77-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

78-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

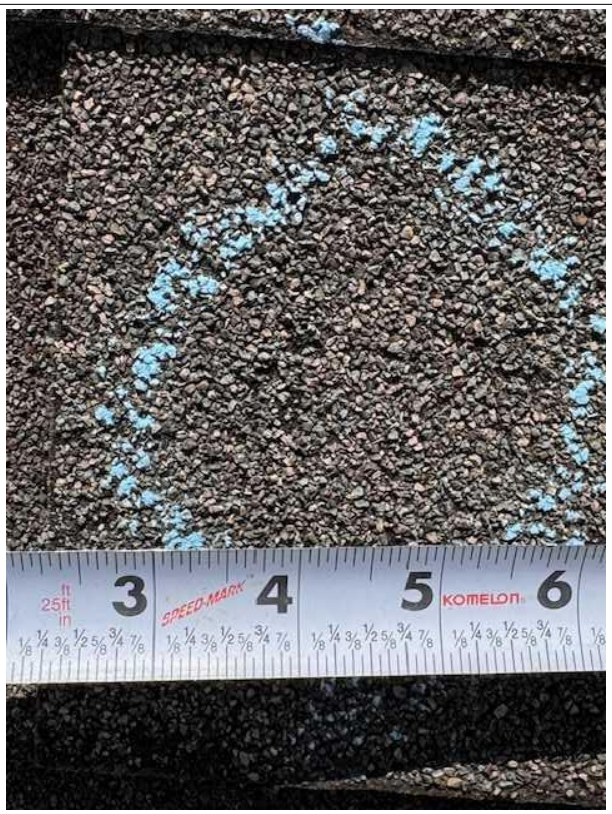
Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

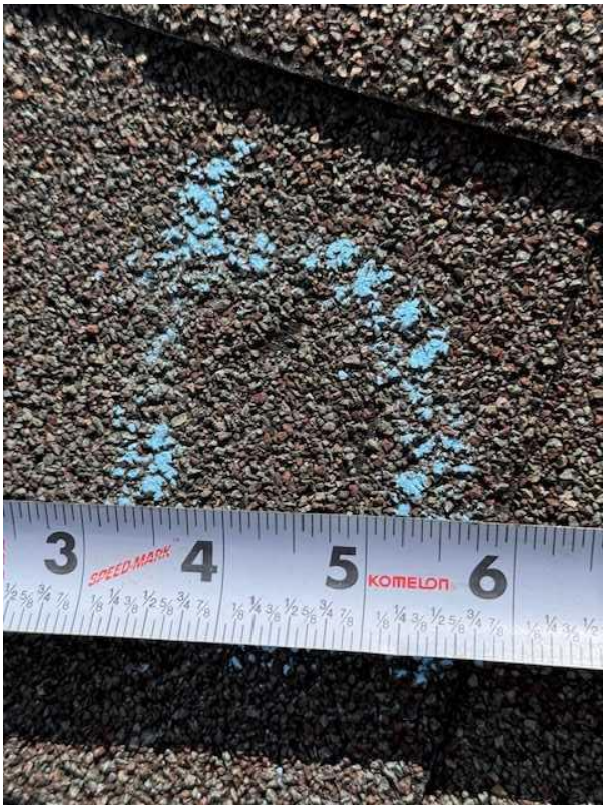


79-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



80-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

81-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

82-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

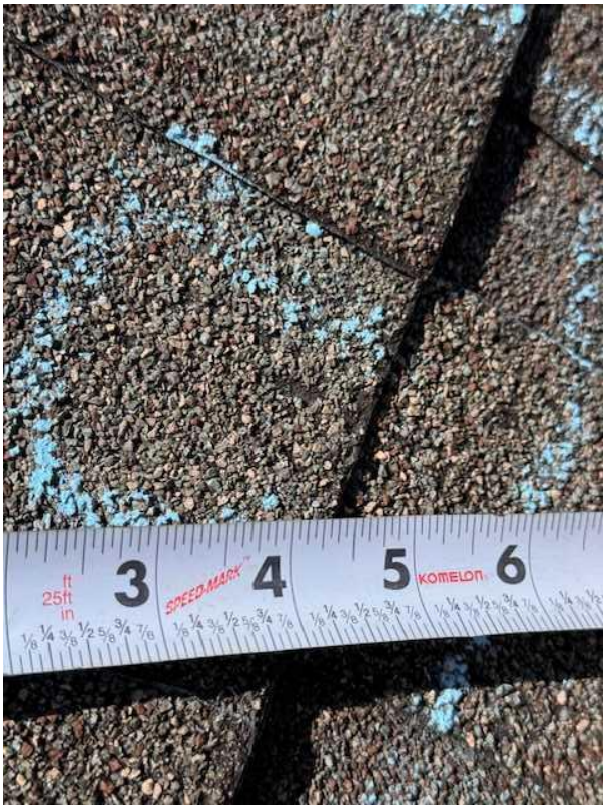
Policy #:

83-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike



84-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

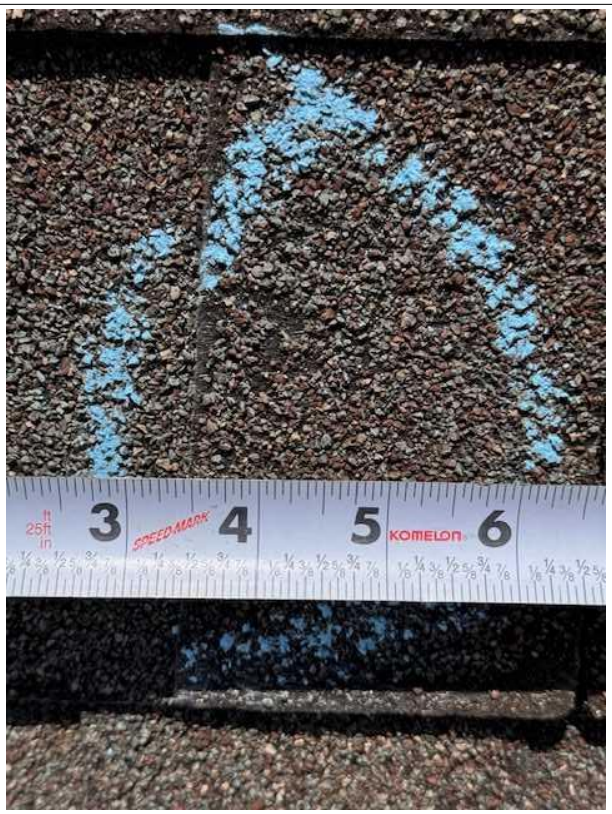
Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104



85-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

86-Rear roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square results

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

87-Rear lower roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Area of shingle taken for ITEL testing.

88-Rear lower roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Area of shingle taken for ITEL testing.

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

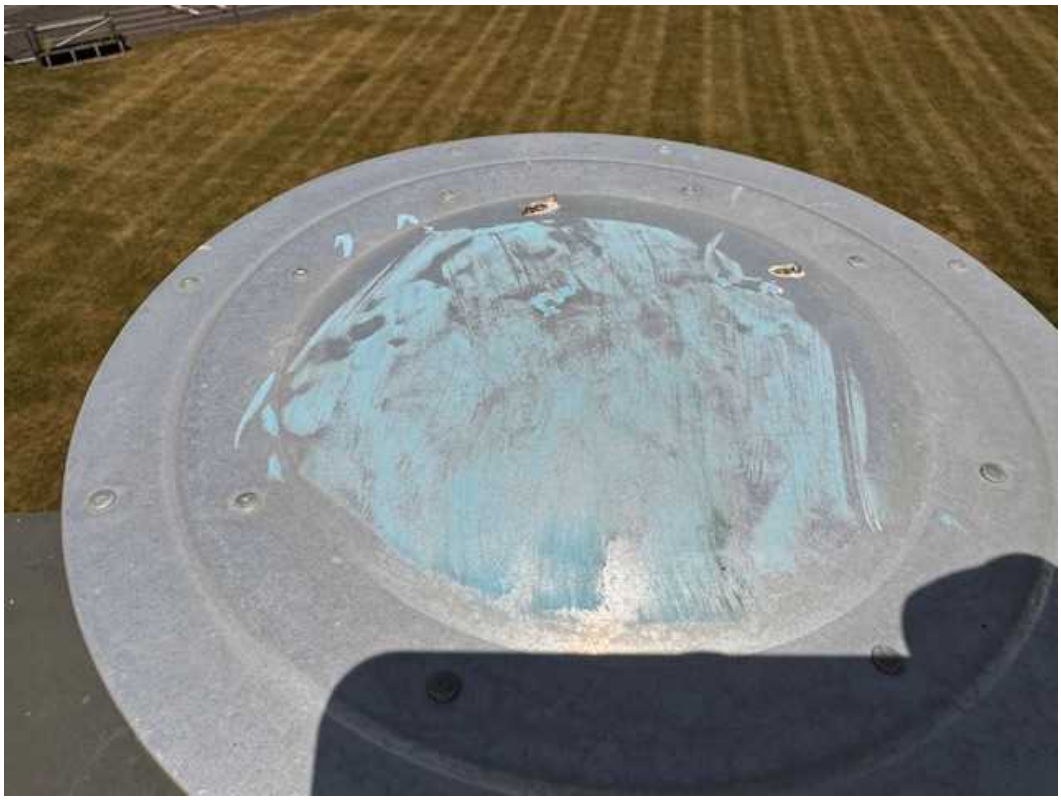
1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

89-Chimney

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Overview; damage to chimney chase cover and flue cap.



90-Flue cap

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

91-Chimney chase cover

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

92-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards rear

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

93-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards front

94-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

95-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

96-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Wind damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

97-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square

98-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

99-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

100-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

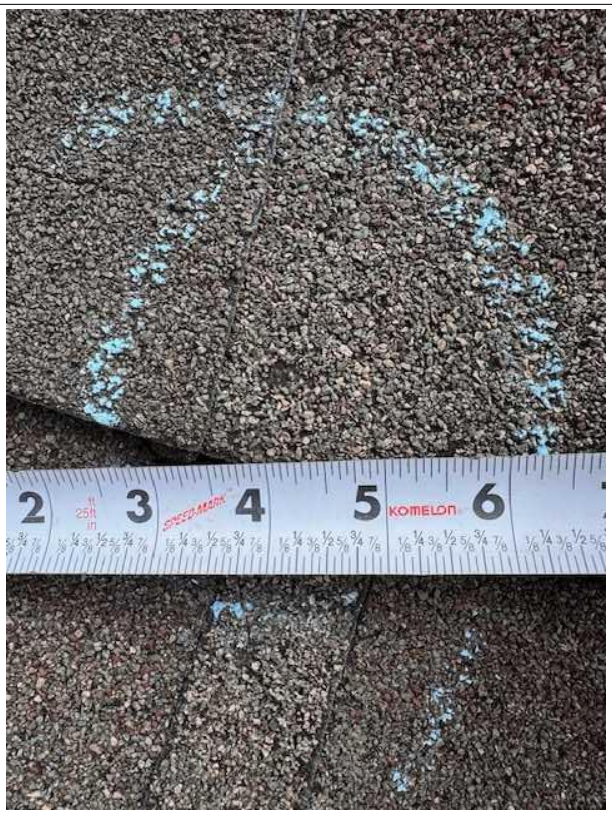
Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:



101-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

102-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

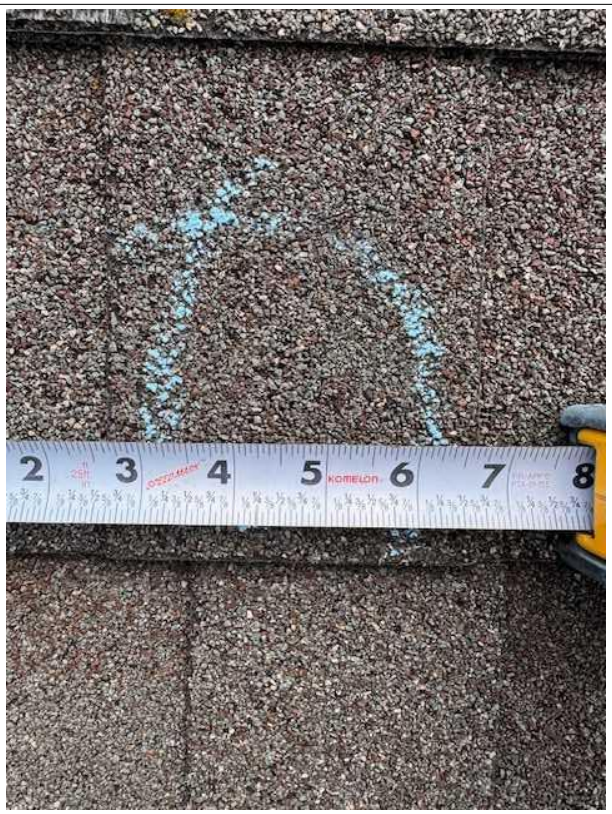
Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:



103-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

104-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

105-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

106-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

107-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail strike

108-Left roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square results

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

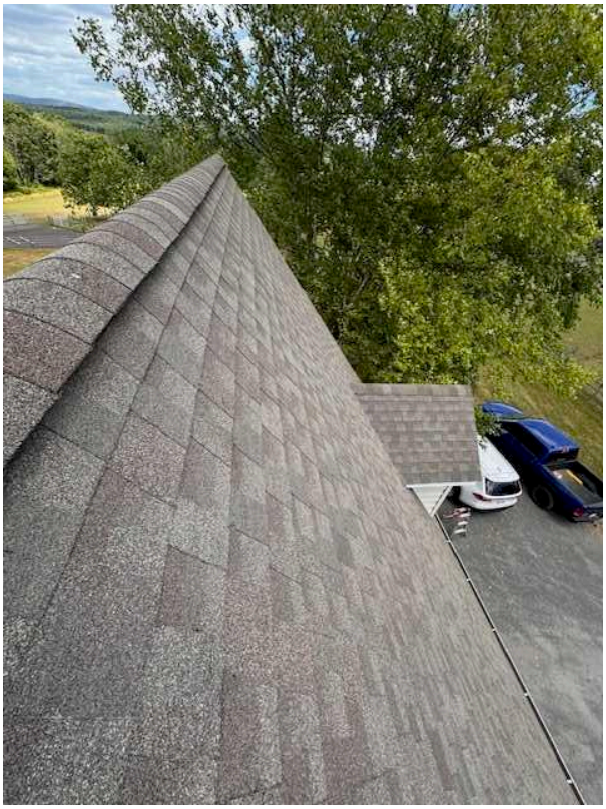
Policy #:

109-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards front



110-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Towards rear

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

111-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Test square; hail damage

112-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

113-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

114-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

115-Right roof

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

116-Brittleness test

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Photo Sheet

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

117-Brittleness test

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Lifting shingles to expose the fasteners

118-Brittleness test

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Fails, shingles creased and tear during test. Shingles with excessive granule loss and exposed fiberglass matting.

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

119-Left Fascia 6"

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

120-Left fascia

Date Taken: 6/24/2024

Taken By: Zach Turnbull

Hail damage

Photo Sheet

Turnbull Adjusting LLC

1636 N Cedar Crest Blvd
Ste 309
Allentown, PA 18104

Insured: JONATHAN AND MELISSA COUTTS

Claim #:

Policy #:

121-Right fascia

Date Taken: 6/24/2024

Taken By: Zach Turnbull

No hail damage

Exhibit “2”

IC from PA Joe Panzarella @12679359855

PA wantig to discuss demand response and confirm items submitted on 08/09/2024. CS confirmed email received and PAE attached. PA asked if Roof Report had also been received. CS reviewed email and advised that only the estimate and the PA contact log with CO Younge were part of email.

PA advised that roof report was over 25MB which was probably why it was not accepted. CS sending CX link for PA to upload roof report.

PA wanted to discuss claim. CS advised that CIT CS will only handle the response and facilitation of appraisal and will not discuss coverage decisions or reconciliation. PA u/s.

CS advised that CO and CO TM will be notified and asked to review items submitted. CO will have 10 days to review PAE and respond. PA u/s

08-08-2024 - 3:55 PM CDT **Performer:** Perry, Joshua **Office:**WCCSCIT
File Note: CIT - Demand Response
Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Claim Note **Sub Category:**

CIT CS composed demand response letter and sent letter via email to PA and PH.

Appraisal is not yet appropriate as no evidence (estimate) has been received for the dispute.

CS also included in email a copy of the 06/25/2024 PA email as well as the 07/19/2024 PA email with the appraisal demand to show the PA that the prior "independent roof inspection report" was not received.

CS advised CO phone contact and claims email and advised PA to resubmit information for review.

NFH needed by CIT. CIT closing COL and returning COL to CO for handling.

08-08-2024 - 3:22 PM CDT **Performer:** Perry, Joshua **Office:**WCCSCIT
File Note: CIT Review:
Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Claim Note **Sub Category:**

CIT initial review:

COL Opened Yes
Reviewed assignment, COL reassigned, template in the file. Yes

Contractors estimate received on: No estimate
Reconciled?: NO

***On 06/25, PA submitted email with an image of a jpg attachment icon which was supposed to be the "report from independent HAAG-certified inspector". But this was not an actual attachment.*
PA attempted follow up on the un-received attachment on 06/28 and 07/09 before demanding appraisal.
No CS or CO contacted PA to advise nothing was received.

Date appraisal received: 07/19/2024
Insureds designated appraiser: Guye Weber
Appraisal response due: 08/08/2024 - today

Because there is no CTRE on file there is no evidence to move forward with appraisal as policy conditions for appraisal have not been met.

CS will compose response letter.

07-24-2024 - 7:08 AM CDT **Performer:** Perry, Joshua **Office:**WCCSCIT
File Note: CIT - Task review
Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Claim Note **Sub Category:**

STATE FARM CONFIDENTIAL INFORMATION
Distribution on a Business Need to Know Basis Only

Ibc from Johnathan Coutts
Caller stating he cannot reach CO. Caller states CO needs to call his PA/Joe Panzarella/917-299-4432
Read notes on file
Caller stating he has sent documents and CO has not returned his calls
CS checked Teams and CO not avail. Advised caller that file has been reviewed several times by Management and they are not moving on their position:

"Claim has been reviewed and directly discussed w/ the PH, CTR, and AO multiple times by ACH and TM. The claim notes documents the communication along with dropfiled emails. There have been 2 inspections on the dwelling in Feb and March. A payment was made in error for damages excluded from coverage, but SF is not requiring PH to repay the amount. Based on the information on file and multiple members of management have reviewed and SFs decision remains unchanged."

Caller stated he has had other inspections done recently and we need to look at the results because his PA says there is wind damage. Advised caller that we are working from the DOL which was in Jan.

Caller began to get aggitated and stated he wants to be transf'd to a Mgr. Advised caller we cannot transfer a call to a Mgr but I can tag the file for CO's TM.
Caller stating SF is not acknowledging his requests. Caller says he needs me to give him CO's Mgr name and ph#. Advised caller I can give you the Mgr name but not the ph#.
Caller then stated he initially felt I was helping but now I am not helping and he wants MY Mgr name and ph#
CS stated that my Mgr has nothing to do with this claim. Caller aggitated, demands my Mgr name. CS gave my Mgr 1st name only. Caller asking for her full name and ph#
Advised caller I cannot release that info as she has no bearing on this file
Caller stated that he needs to collect as many Mgr names as possible to get someone's attention.
CS is talking to TM in chat at the same time and caller will not release call. My TM says just send a note to claim TM and wrap up.
Asked John if he needed anything else? Caller stated no but he will take this legal recourses if necessary and caller disconnected call
====
Sent task to CO and TM on file

06-13-2024 - 8:31 AM CDT **Performer:** Britt, Lyndon **Office:**PROPWCCS
File Note: CH assisting
Participant: **COL / Line (Participant):** 35 / 001(Named Insured(s))
Category: Claim Note **Sub Category:**
CH assisting CO to address new mail to help move claim to closure.

Accepted and labeled new mail of email from PA stating they represent the PH and have made multiple attempts to reach the CO with no response.

Upon review of the email and previous email, PA has sent LOR. CO accepted mail on 6/6 but no action was documented to have taken place.

CH added PA to participants and sent PA confirmation letter to PH w/ PA cc'd.

Claim has been reviewed and directly discussed w/ the PH, CTR, and AO multiple times by ACH and TM. The claim notes documents the communication along with dropfiled emails. There have been 2 inspections on the dwelling in Feb and March. A payment was made in error for damages excluded from coverage, but SF is not requiring PH to repay the amount. Based on the information on file and multiple members of management have reviewed and SFs decision remains unchanged.

CH LVMOM for PA (#4432) informing emails received and CH is responding on behalf of the CO. CH informed PA of prior review and decision of TMs. Informed the decision has been explained to the PH, prior CTR, and Agent. SF has issued a payment which will not be requested to be paid back for item specifically excluded from coverage. CH informed PA if he is wanting the claim to be reopened or further reviewed for consideration of coverage, he would need to submit photos of new damages not previously presented.

CH shared CO's contact information if the PA has any add'l questions.

No further handling needed at this time. Reclosing claim. New mail will reopen.

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Agent Bill Weychert send Outlook message dated Tuesday, May 7, 2024, 12:09 PM to Proximity TM James Dodd requesting we review claim file and confirm the information that was recently sent to their office by insureds contractor of choice, Chris Stokoe of Paramount Roofing. I have drop filed Outlook messages and attachments into ECS Documents.

This review involves both this claim as well as subsequent claim 38-65C6-56C with a date of loss of 03/23/2024.

I completed a review of the message sent from Chris Stokoe of Paramount Roofing to Agent staff person Jeanne dated Tuesday, May 7, 2024 11:45 AM along with his attachments and found nothing in these documents that supports we either missed or overlooked damage during either of inspections of the property that would warrant an additional inspection of the property or the need for us to change our coverage analysis.

RECAP OF BOTH CLAIMS

Claim #: 38-61P8-24Q
Date of Loss: 01/09/24
Date Reported: 01/10/2024
Date Inspected: 02/26/2024
Inspected By: Hancock Claim Consultants
Inspection Results: (11) Wind damaged shingles on rear slope of home
SFE Written: 4/9/2024 1:02 PM in order to replace (11) shingles
ACV Payment: 04/09/2024 in the amount of $2,606.71
Closed: 04/09/2024

Claim #: 38-65C6-56C
Date of Loss: 03/24/2024
Date Reported: 03/25/2024
Date Inspected: 03/29/2024
Inspected By: SeekNow
Inspection Results: (02) Wind damaged shingles on rear slope of home
SFE Written: 4/1/2024 4:15 PM in order to replace (05) shingles
ACV Payment: None as loss was below deductible
Closed: 04/01/2024

On 04/23/2024 8:49:23 AM CDT under Claim # 38-61P8-24Q an Assignment Claim Handling Task was initiated by WCCS Stewardship CO and assigned to Deployed in order to secure shingles sample to address shingle availability. Deployed ACS John Butterfield completed a review of the task as well as the claim and determined it appeared we may have extended coverage for damage that is specifically excluded under the policy.

On 04/23/2024 - 3:28 PM EST this TM completed a full review of this claim, as well as subsequent claim 38-65C6-56C, and determined the damage to the roof shingles depicted in both the Hancock Claims Consultants inspection photos was not consistent with hail, but consistent with wear, tear and deterioration and specifically excluded under the Homeowners policy.

On April 29, 2024, ACS Butterfield notified insured Melissa Coutts, insureds contractor Chris Stokoe and agents office if the roof denial. ACS drafted and mailed original dictation denial letter to insured and close claim.

As Agent sent Outlook message to the claim file yesterday requesting us to confirm whether or not we have entertained all documents sent the claim file by insureds contractor, I am sending file note to ACS Butterfield in order to make contact with agent Weychert to review within him that all information was considered, and our position remains unchanged. As insured Melissa has asked that we direct communications to her contractor, ACS is to also follow up with insureds contractor Chris Stokoe to notify him of the above as well.

05-06-2024 - 12:34 PM CDT **Performer:** Dodd, Jason **Office:**WCCSSTWD
File Note: OBC to AO
Participant: **COL / Line (Participant):**
Category: Contact - Outbound Call **Sub Category:**
Spoke with Jeanne at AO advised that we would not be seeking to get initial payment back and any further questions could be answered by ACH

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