

FILED
DISTRICT COURT
COMANCHE COUNTY, OKLAHOMA
May 26, 2026 2:00 PM
ROBERT MORALES, COURT CLERK
Case Number CJ-2025-135

Defendants.

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Case No.: CJ-2025-135

**DEFENDANT NANCY HOLCOMB INSURANCE AGENCY, INC.'S
MOTION FOR SUMMARY JUDGMENT ON ALL CLAIMS AND BRIEF IN SUPPORT**

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**ATTORNEYS FOR DEFENDANT
NANCY HOLCOMB INSURANCE
AGENCY, INC.**

This is not a case about the presence or absence of insurance coverage or even about the Policy terms. Rather, it is a dispute between Plaintiffs, Neil and Lacy West (“Plaintiffs”), and Defendant, State Farm Fire and Casualty Company (“State Farm”), about whether hail damaged the shingles on Plaintiffs’ roof requiring a total roof replacement (“TRR”). To avoid federal diversity jurisdiction, however, Plaintiffs sue their friend and longtime State Farm agent, the Nancy Holcomb Insurance Agency, Inc. (“Holcomb Agency”), insisting the Holcomb Agency did not procure the coverage Plaintiffs requested and failed to advise Plaintiffs of State Farm’s claim handling practices two years before the storm hit when Plaintiffs purchased their Policy.

Discovery has confirmed what State Farm urged was apparent from the face of the Petition; Plaintiffs have no claim against the Holcomb Agency. Plaintiffs testified that the sole basis for their negligent procurement claim is the allegation that they requested the Holcomb Agency procure the same policy that insured a prior house they owned, under which State Farm paid for *two* TRRs after hail storms, and a belief that they did not receive the policy requested because when there was hail at their new house in 2023, State Farm found the shingles were not damaged by hail and thus a TRR was not necessary. They admit, however, that they did not compare the two policies to determine if they are different. In fact, neither one of them read their policy. The policies are not different in any way; they both covered hail damage; and the claim decisions had nothing to do with the policies’ terms. In 2009 and 2019 State Farm found hail damage to the shingles; this time it did not. That decision had nothing to do with the Holcomb Agency, which has no control over claim decisions.

Similarly, Plaintiffs sue for fraud on the basis that the Holcomb Agency failed to tell them about a change in State Farm’s claim handling practices, dubbed a “scheme” by their counsel. But they admit that they have no evidence the Holcomb Agency even knew of this alleged “scheme.”

Nor could it, as it does not exist. Instead, it is a fabrication by Plaintiffs' counsel. And in any event, the law and undisputed material facts ("UMF") show the Holcomb Agency had no duty to disclose it, even if it did exist.

Summary judgment should be entered in favor of the Holcomb Agency and against Plaintiffs on multiple grounds, including:

- Both claims are barred by the two-year statute of limitations and any alleged injury occurred when the Policy issued, more than three years prior to the filing of the lawsuit.
- The UMFs show any alleged representations by the Holcomb Agency were true. Plaintiffs received the Policy they say they wanted—a replacement cost value policy that covers hail.
- No act of the Holcomb Agency caused the damages alleged. State Farm denied Plaintiffs' claim for a TRR because it found no hail damage existed to the shingles, not because the absence of policy coverage or the agent's failure to inspect.
- The Holcomb Agency had no duty to inspect Plaintiffs' house, nor did it owe any other underwriting duty to Plaintiffs. Any underwriting duty imposed upon the Holcomb Agency would be owed to State Farm, not to Plaintiffs.
- Plaintiffs cannot establish a legal or equitable duty upon which a claim for negligent misrepresentation/constructive fraud can be based.
- The alleged misrepresentations were promises of future performance and not fraud as a matter of law.

Thus, pursuant to Rule 13 of the Rules for District Courts of Oklahoma, the Holcomb Agency moves for summary judgment on all claims asserted against it in Plaintiffs' Petition.

FACTUAL SUMMARY

The Holcomb Agency has served as Plaintiffs' State Farm agent for many years. In 2009 and 2019, a house Plaintiffs owned on Crystal Hills Place in Lawton, and insured through the Holcomb Agency, was damaged by hail, and State Farm paid to replace the roof both times. In December 2021, Plaintiffs purchased a new house in Lawton on Briarcreek Drive and took out a new State Farm homeowners policy through the Holcomb Agency to insure it. Like the policy that insured the house on Crystal Hills Place, Plaintiffs' new Policy covered accidental direct physical losses, including wind and hail damage, at replacement cost value.

Plaintiffs allege that their new house was damaged during a wind- and hailstorm on June 15, 2023. Pet., ¶ 40(a). They submitted a claim to State Farm, and a claim handler inspected the Property, finding light hail damage to gutters, window screens, and fencing, as well as interior damage from water intrusion, but no damage to the roof shingles. *Id.* at ¶ 40(d). State Farm estimated \$4,775.89 to repair the damage, and after accounting for recoverable depreciation and Plaintiffs' \$3,090 deductible, \$918.50 was paid to Plaintiffs. *Id.* at ¶ 40(e).

Plaintiffs disagreed with State Farm's estimate and engaged a contractor, who submitted an estimate in the amount of \$46,201.55 for a TRR, along with photos of alleged missed damage. State Farm reviewed the information and increased State Farm's estimate to \$5,283.17 related to the interior. It made a supplemental payment of \$1,274.67 to Plaintiffs. *Id.* at ¶ 40(f)-(g). Plaintiffs then hired a public adjuster, who submitted a notice of representation of Plaintiffs to State Farm and a contractor estimate for a TRR in the amount of \$51,696.31. *Id.* at ¶ 40(k)-(l). State Farm reviewed the information, noted that the pictures reflected a rain cap that did not appear to be from Plaintiffs' roof, and requested that the public adjuster provide information as to the location of that rain cap. The public adjuster did not respond. This lawsuit followed. Plaintiffs sue State Farm for breach of contract and bad faith, sue the Holcomb Agency for negligent procurement, and sue both State Farm and the Holcomb Agency for constructive fraud/negligent misrepresentation.

STATEMENT OF UNDISPUTED MATERIAL FACTS

1. In 2009 and 2019, Plaintiffs submitted claims to State Farm for hail damage to their house located at 7710 SW Crystal Hills Place, Lawton, OK 73505. Both times, State Farm found the hail damage was covered under Plaintiffs' homeowners policy providing coverage for "accidental direct physical loss" and paid Plaintiffs to replace the roof of the house. N. West Dep. at 42:23-43:3, 43:10-21, Ex. 1; Nancy Holcomb Decl., ¶ 3, Ex. 2.

2. Plaintiffs later purchased a house located at 7 NW Briarcreek Drive in Lawton (“House”), and on or around December 6, 2021, they submitted an application for homeowners insurance to State Farm to provide coverage on the House. Homeowners App., Ex. 3.

3. The State Farm underwriting guidelines did not require that the selling agent inspect or otherwise survey the House to bind coverage. Holcomb Decl., ¶ 5, Ex. 2; Courtney Berthelot Decl., ¶¶ 3-5, Ex. 4. If State Farm decides to have an inspection, it is performed by a third-party inspector, not the agent, for its own use in determining whether to insure the risk. *Id.*

4. On or around December 29, 2021, State Farm issued to Plaintiffs State Farm Homeowners Policy No. 36-CR-X405-8 insuring the House (“Policy”). Homeowners App., Ex. 3; Declarations, Ex. 5; Pet., ¶ 5. Each year thereafter, at least 30 days before it renewed for a 12-month period, State Farm sent Plaintiffs a renewal notice, notifying them that their Policy automatically renewed, effective December 29, “subject to the premiums, rules and forms in effect for each succeeding policy period.” Coverage Notice, Ex. 5.

5. The notice advised Plaintiffs that if they needed to change coverage or increase their limits, they should contact their agent. *Id.* at 2. The Renewal Declarations also asked Plaintiffs to help State Farm “update the data used to determine [their] premium,” including by “[c]ontact[ing] [their] agent with the year each of [their] home’s utilities ... and roof were last updated.” *Id.* at 1.

6. Plaintiffs received a copy of the Policy but did not read it. L. West Dep. at 41:9-21, Ex. 6; N. West Dep. at 101:21-25, 138:4-9, Ex. 1.

7. Plaintiffs’ Policy provides that State Farm “will pay for accidental direct physical loss” to the House “unless the loss is excluded or limited in SECTION I – LOSSES NOT INSURED.” Policy, § I, p. 12, Ex. 7. Hail damage is not one of the excluded perils listed in

SECTION I – LOSSES NOT INSURED and is covered. *Id.* at 14-18; Pet., ¶ 31; N. West Dep. at 104:11-16, Ex. 1 (agreeing the Policy covers wind and hail damage); Holcomb Decl., ¶ 4, Ex. 2.

8. The Declarations to Plaintiffs’ Policy show that their dwelling coverage is “A1 Replacement Cost – Similar Construction.” *Id.*; Declarations, Ex. 5. This section of the Policy provides that “until actual repair or replacement is completed, [State Farm] will pay only the **actual cash value** of the damaged part of the property, up to the applicable limit of liability shown in the **Declarations**, not to exceed the cost to repair or replace the damaged part of the property.” Policy, § 1.a.(1), p. 18, Ex. 7. “[W]hen the repair or replacement is actually completed, [State Farm] will pay the covered additional amount [Plaintiffs] actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the **Declarations**, whichever is less.” Policy, § 1.a.(2), p. 18.

9. The Policy expressly states that State Farm is not obligated to “(1) make inspections and surveys of the **insured location** at any time; (2) provide **you** with reports on conditions ...; or (3) recommend changes.” Policy at 32, Ex. 7.

10. Plaintiffs submitted a claim for damage to their House on July 28, 2023, with a claimed date of loss of June 15, 2023 (“Claim”). Pet., ¶ 5; Claim Notes at SFF&CC/West_000086, Ex. 8.

11. At the time of the claimed loss, Plaintiffs had \$309,000 in coverage on their dwelling. Declarations at 2, Ex. 5. The Declarations informed Plaintiffs:

It is up to you to choose the coverages and limits that meet your needs.... Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using information you provide about your home. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your home. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your home.... We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your home.”

Id. at 4.

12. As part of State Farm's investigation of the Claim, External Claim Resource Cedric Gooch inspected the House on September 28, 2023 and found no hail damage to the roof shingles, chimney flue cap, or metal roof vents. Claim Notes at SFF&CC/West_000074-75, Ex. 8. He found light hail damage to gutters, downspouts, window screens and fence stain, along with interior water damage, and prepared an estimate to repair the damage in the amount of \$4,775.89. State Farm Estimate, Ex. 9. After accounting for depreciation and Plaintiffs' \$3,090 deductible, \$918.50 was paid to Plaintiffs. *Id.*

13. Plaintiffs' contractor, Trademark Exteriors Restoration, submitted an estimate in the amount of \$46,201.55 for a TRR as well as photos requesting a second inspection. Trademark Exteriors Estimate, Ex. 10. State Farm Claim Specialist Kristen Haun reviewed the information and revised State Farm's estimate to include floor protection and moving and resetting contents to facilitate the interior repairs. Claim Notes at SFF&CC/West_000073, Ex. 8; Supp. Est., Ex. 11. That increased the estimate to \$5,283.17, and after applying Plaintiffs' deductible, State Farm made a supplemental payment on March 14, 2024 in the amount of \$1,274.67, which included the additional interior repair, as well as replacement cost benefits. Supp. Est., Ex. 11.

14. On April 24, 2024, public adjuster Coastal Claims Service submitted a notice of representation of Plaintiffs to State Farm and a contractor estimate for a TRR in the amount of \$51,696.31. Coastal Claims Email and Estimate, Ex. 12.

15. Plaintiffs testified that the damages they seek from State Farm and the Holcomb Agency in this lawsuit are the same—failure to pay for all damage caused by the storm. N. West Dep. at 51:21-52:2, Ex. 1; L. West Dep. at 98:1-13, Ex. 6.

16. Plaintiffs filed this lawsuit on February 28, 2025. *See generally* Pet.

ARGUMENT AND AUTHORITIES

I. THE NEGLIGENT PROCUREMENT CLAIM FAILS AS A MATTER OF LAW.

Oklahoma law recognizes a claim for negligent procurement against an agent in limited circumstances. *See Swickey v. Silvey Cos.*, 1999 OK CIV APP 48, ¶ 8, 979 P.2d 266, 268. “An agent has the duty to act in good faith and use reasonable care, skill and diligence in the procurement of insurance.” 1999 OK CIV APP 48, ¶ 13, 979 P.2d at 269. Only if “*by the agent’s fault, insurance is not procured as promised and the insured suffers a loss*” as a result can an agent be liable in tort for breaching this duty of care. *Id.* (emphasis added). Plaintiffs’ claim against the Holcomb Agency fails because (a) it is barred by the statute of limitations; (b) the policy “was procured as promised”; (c) the policy type/coverage did not cause Plaintiffs’ alleged injury; and (d) an agent owes no underwriting duty to the insured.

A. The claim is barred by the statute of limitations. The statute of limitations in Oklahoma on a claim for negligent procurement is two years. 12 O.S. § 95(A)(3). A negligence claim accrues when the alleged injury to the plaintiff becomes certain, *Consol. Grain & Barge Co. v. Structural Sys., Inc.*, 2009 OK 14, ¶ 9 n.8, 212 P.3d 1168, 1171 n.8—here, when the Policy issued. “It is well established under Oklahoma law that insureds have a duty ‘to examine, read, and know the contents of the policy before accepting and paying the premium therefor, and, having failed or neglected to do so[, they are] estopped from denying knowledge of its terms or conditions.’” *Slover v. Equitable Variable Life Ins. Co.*, 443 F. Supp. 2d 1272, 1283 (N.D. Okla. 2006) (quoting *Liverpool & L. & G. Ins. Co. v. T.M. Richardson Lumber Co.*, 1902 OK 7, 69 P. 936, 937); *see also WMS, LLC v. Allied Prop. & Cas. Ins. Co.*, 244 F. Supp. 3d 567, 573 (W.D. Tex. 2017) (finding cause of action for negligent procurement accrues when insureds receive policy). State Farm issued Plaintiffs the Policy under which they sue on December 29, 2021. UMF 2, 4. They did not sue the Holcomb Agency until February 28, 2025—more than three years later.

UMF 16. Their negligent procurement claim, therefore, is time barred. *See Slover*, 443 F. Supp. 2d at 1283 (finding agents fraudulently joined (and therefore subject to dismissal) in part because plaintiffs received their policy and were on notice of the policy's terms for years before filing the lawsuit and thus claims had long expired).

B. Plaintiffs were issued a replacement cost value (“RCV”) Policy that covered hail.

Even if Plaintiffs’ negligent procurement claim were not time-barred, it fails on the merits. In their Petition, Plaintiffs contend (as their counsel allege against every agent they sue) that they requested that the Holcomb Agency “procure full replacement cost homeowners insurance coverage” that “would fully replace the Insured Property’s roof in the event of a loss, without exclusion of any weather-related losses” and “the Holcomb Agency did not deliver on its promise because the Policy procured provided “illusory coverage (in that all fortuitous losses are not covered under the Policy).” Pet., ¶¶ 25-26, 63(a)(i). In their depositions, Plaintiffs clarified the basis for the claim, urging that they requested a policy identical to the one that insured their prior home, but they did not receive the requested policy because while State Farm paid to replace the roof of the prior house twice after hail storms, it did not pay to replace the roof this time. N. West Dep. at 48:14-24, Ex. 1; L. West Dep. at 31:25-33:7, Ex. 6. No matter which theory controls, both fail on the law and UMFs.

The record shows the Holcomb Agency procured for Plaintiffs the coverage requested—a replacement cost policy that covered wind and hail damage, the same coverage provided by their policy that insured their prior house. UMF 1, 7-8, 12-13. Under the Policy, State Farm agreed to “pay for accidental direct physical loss” unless it was an excluded peril listed in SECTION I – LOSSES NOT INSURED.” UMF 7. Hail is not listed. *Id.* Plaintiffs do not dispute this. In fact, they admitted in their depositions and Petition that hail is a covered peril. *Id.* Accordingly, State

Farm estimated to repair damage caused by the storm. UMF 10, 12-13. When faced with the same allegations, the U.S. District Court for the Western District of Oklahoma found agents were fraudulently joined to defeat federal jurisdiction, concluding the insureds could not possibly state a claim for negligent procurement because “[a]ccording to Plaintiffs’ own allegations,” they received the exact policy requested: “an all-risk replacement cost policy that provides coverage for any accidental direct physical loss, including wind and hail damage.” *Porter v. State Farm*, CIV-25-187-R, 2025 WL 1151682, at *3 (W.D. Okla. Apr. 18, 2025); Order at 4, *Stafford v. State Farm*, 5:25-cv-00008-HE (W.D. Okla. May 27, 2025), ECF No. 25 (“*Stafford Order*”); *Hall v. State Farm*, CIV-25-12-JD, 2025 WL 2905205, at *4 (W.D. Okla. Oct. 13, 2025); *Moore v. State Farm*, CIV-25-181-G, 2026 WL 878450, at *3 (W.D. Okla. Mar. 30, 2026). This case is the same.

Plaintiffs’ Policy settles losses at RCV, as well. UMF 8. The Policy provides that “until actual repair or replacement is completed, [State Farm agrees to] pay only the *actual cash value* of the damaged part of the property, up to the applicable limit of liability shown in the *Declarations*, not to exceed the cost to repair or replace the damaged part of the property.” *Id.* “[W]hen the repair or replacement is actually completed, [State Farm agrees to] pay the covered additional amount [Plaintiffs] actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the *Declarations*, whichever is less.” *Id.* Consistent with this provision, State Farm initially withheld recoverable depreciation from Plaintiffs’ payment pending repairs, but later released the replacement cost benefits on March 14, 2024, despite not receiving proof from Plaintiffs that the repairs were made. UMF 12-13. That is the very definition of replacement cost coverage.¹

¹ “Replacement cost insurance provides greater coverage than an actual cash value policy and ‘is designed to cover the difference between what property is actually worth and what it would cost to rebuild or repair that property.’” *Graves v. Am. Fam. Mut. Ins. Co.*, 686 F. App’x 536, 538 (10th

Plaintiffs insist they did not receive the coverage requested because in 2009 and 2019 when their prior house was hit by hail, State Farm paid to replace the roof, but this time it did not. Tellingly, though, Plaintiffs can identify no differences in the terms of the two policies; they did not even read them. L. West Dep. at 34:10-19, Ex. 6; UMF 6. Both policies covered wind and hail damage at RCV. UMF 1, 7-8, 12-13. The reason State Farm did not agree to pay for hail damage to the shingles of Plaintiffs' House as part of the 2023 Claim is because it found no such damage existed then, not because Plaintiffs lacked coverage for that peril. UMF 12.²

C. The alleged conduct of the Holcomb Agency did not injure Plaintiffs. Even if the Policy were different than requested, that is not what caused State Farm to determine a TRR was not warranted and thus is not what caused Plaintiffs' alleged injury. As with all negligence claims, a required element of a negligent procurement claim is *causation*. Plaintiffs must show they "suffered damages flowing from the breach of the agent's duty of care." *Castens v. Conseco Life Ins. Co.*, No. 11-CV-628-TCK-FHM, 2012 WL 610001, at *2 (N.D. Okla. Feb. 24, 2012). That is, "there must be 'some reasonable connection between the act or omission of the defendant and the damage which the plaintiff has suffered.'" *West v. Chaparral Energy, LLC*, No. CIV-16-264-F,

Cir. 2017) (citation omitted). "Under a replacement cost policy, the insured must actually repair or replace the damaged property in order to recover the full replacement cost; otherwise, the insured may recover only the actual cash value.... The reason for this requirement 'is to prevent an insured from directly profiting through the receipt of cash funds beyond the actual cash value of the loss.'" *Id.* (citation and internal quotations omitted). *See Frontline Fellowship, Inc. v. Bhd. Mut. Ins. Co.*, No. CIV-21-357-PRW, 2022 WL 16856111, at *3-4 (W.D. Okla. Nov. 10, 2022).

² Plaintiffs' Petition indicated they were alleging that the Holcomb Agency failed to procure a sufficient amount of coverage (*see, e.g.*, Pet., ¶¶ 25, 62, 63(a)(iii)-(iv)), but Plaintiffs made clear in their depositions that they were not making that allegation in this lawsuit (N. West Dep. at 98:23-99:22, 148:9-15, Ex. 1; L. West Dep. at 62:1-63:14, Ex. 6). For good reason—the record shows they had more than enough coverage to pay to replace the roof per the public adjuster's estimate. UMF 11, 13, 14. And, in any event, the Policy makes plain it *was up to Plaintiffs* and not their agent to choose their coverages and limits. UMF 11; N. West Dep. at 120:4-121:4, Ex. 1 (agreeing it was up to him to select coverage).

2018 WL 8264627, at *4 (W.D. Okla. Aug. 13, 2018) (quoting *Steed v. Bain-Holloway*, 2015 OK CIV APP 68, 356 P.3d 62, 68 (Okla. Civ. App. 2015)). It is entirely absent here.

In Plaintiffs' own words, the injury alleged by Plaintiffs from the conduct of the Holcomb Agency and of State Farm in this case is the same—failure to pay to replace Plaintiffs' roof. UMF 15. The cause of that alleged injury is State Farm's finding that while gutters, downspouts, and window screens were damaged in the storm, the shingles were not and therefore roof replacement was not required. UMF 12; N. West. Dep. at 144:23-145:20, Ex. 1 (acknowledging State Farm paid for damage, just not enough). That is a claim decision over which the agent has no control. N. West Dep. at 117:6-23, Ex. 1 (agreeing the Holcomb Agency had no control over claim decisions). Plaintiffs' "damages flow from the adjuster's assessment of [their] property damage and State Farm's related denials, not from the type of coverage provided by the Policy." *Wiesman v. State Farm*, CIV-25-00050-JD, 2025 WL 2918043, at *4 (W.D. Okla. Oct. 14, 2025). For this reason, too, summary judgment is proper on the negligent procurement claim. *See Weichbrodt v. State Farm*, CIV-25-360-R, 2025 WL 1848819, at *2 (W.D. Okla. July 2, 2025) ("Plaintiff's damages flow from State Farm's allegedly improper interpretation of her policy and adjustment of her claim, not the agent's failure to procure the correct type of policy, type of coverage, or coverage limit."); *Rain Drop Found. Inc. v. State Farm*, CIV-24-1101-D, 2025 WL 582562, at *4 (W.D. Okla. Feb. 21, 2025) ("Plaintiff's alleged damages arose, not because of the type of insurance procured, but because State Farm refused to replace Plaintiff's roof"); *Steinkamp v. State Farm*, CIV-22-00047-PRW, 2023 WL 11920886, at *2 (W.D. Okla. Sept. 29, 2023) ("State Farm denied the claim [for a TRR] not because of the type of policy [] procured, but because it determined that [Plaintiffs'] roof did not sustain a covered loss.... In short, Plaintiff[s'] claim against State Farm depends upon what damage [their] roof sustained, not the terms of [their] policy.").

Plaintiffs suggest they did not receive the policy requested because they believe State Farm denied their claim for “pre-existing damage,” by which they mean damage from someone walking on their roof. N. West Dep. at 102:10-17, 103:7-104:4, 104:17-21, Ex. 1. That is not true. State Farm did not deny Plaintiffs’ claim at all. It paid for hail damage to the property; it just found a TRR was not warranted because of absence of hail damage to the shingles. UMF 12-13. Regardless, to create liability for negligent procurement due to non-payment of damage caused by foot traffic, Plaintiffs would have to prove they requested, but did not receive, a policy that covered foot traffic. They make no such claim. U.S. District Judge David Russell recently summed up the decision well in finding the plaintiff did not have a possible claim against the agent in *Weichbrodt*:

There is no indication that ... the property had some pre-existing defect that negated or limited coverage for the roof. State Farm’s determination that some of the claimed damage is attributable to a non-covered cause does not mean the coverage is negated, as evidenced by the fact that State Farm found covered damage to the property.... The policy provides coverage for any accidental direct physical loss, including wind and hail damage to the roof, but the parties disagree about the extent of the damage and whether some of the damage was caused by wind/hail.

2025 WL 1848819 at *4. His reasoning applies with equal force here.

D. The Holcomb Agency owed no underwriting duty to Plaintiffs. Plaintiffs attempt to expand the role of an insurance agent by making it not only an underwriter, but one with duties to inform insureds of the condition of their property before insuring it. They allege that State Farm agents “*should* ... perform[] an in-person inspection of the Insured Property prior to the inception of coverage and routinely thereafter to verify the condition and attributes of the Insured Property,” but “[r]emarkably, State Farm’s agents almost never perform or acquire an in-person inspection of the property to be insured,” which “means they represent the property’s eligibility to both State Farm and the insured recklessly and blindly.” Pet., ¶¶ 18-23. They try to tie this duty to inspect to their negligent procurement claim, by alleging that because the Holcomb Agency did not inspect the property, it could not “disclose pre-existing damage to the Insured Property” or verify that the

property met State Farm’s underwriting guidelines and qualified for the Policy. Pet., ¶ 63. This argument is impossible because an insurance Policy issued, under which State Farm estimated to replace storm-damaged property, and under which Plaintiffs sue State Farm for benefits. UMF 2, 4, 7, 10, 12-13, 16. Therefore, the house *did* satisfy State Farm’s underwriting requirements. Plus, Plaintiffs have not and cannot show that had the Holcomb Agency inspected the House in 2021 when the Policy was sold, it would have changed State Farm’s claim decision in 2023.

Regardless, this theory presupposes a duty to the insured with regard to underwriting which does not exist. The Policy expressly states that State Farm has no obligation to “make inspections and surveys of the insured location at any time,” provide insureds with “reports on conditions,” or “recommend changes.” UMF 9. *If* State Farm decides to have an inspection, it is performed by a third-party inspector, not the agent, for its own use in determining whether to insure the risk. UMF 3. Courts to address the issue are in agreement that an agent owes no underwriting duty to the insured. *Hall*, 2025 WL 2905205 at *5 (“Plaintiff [did] not provide a legal basis that [the agent] ... had a duty to Plaintiff to” “follow and abide by State Farm’s underwriting policies/guidelines; perform all necessary inspections of the Insured Property; ... disclose pre-existing damage to the Insured Property; [and] verify whether ... the Insured Property (including the roof) was in good condition” among other alleged duties); *Moore*, 2026 WL 878450 at *4 (insured did not have claim against agent where she identified no legal authority establishing agent owed an underwriting duty to her and policy expressly stated State Farm had no duty to inspect); *Stafford* Order at 7; *Newell v. State Farm*, CIV-25-562-R, 2025 WL 2649661, at *3 (W.D. Okla. Sept. 15, 2025). This makes sense, for as the Policy reflects, insurance companies conduct underwriting for their own benefit—to recognize and reduce risk—and not as a service to inform insureds of the condition of their house. *Gray v. Derderian*, 464 F. Supp. 2d 105, 109 (D. R.I. 2006). And, at least 30 days before

Plaintiffs' Policy renewed every year, State Farm encouraged Plaintiffs to contact State Farm with information as to house updates for use in premium determination, including whether their roof or utilities had been updated—making clear it was not the agent's job to inspect each year to assess the property and advise of conditions that may change the premium or coverage. UMF 4-5.

II. PLAINTIFFS' CLAIM FOR CONSTRUCTIVE FRAUD AND NEGLIGENT MISREPRESENTATION FAILS AS A MATTER OF LAW

Plaintiffs' claim for "constructive fraud and negligent misrepresentation"³ is a different legal theory but on the same erroneous facts, and it fails for the same reasons and more. In their Petition, Plaintiffs allege that the Holcomb Agency made multiple misrepresentations and/or omissions that fall into four categories: (1) representations regarding Plaintiffs' eligibility for RCV coverage, including those relating to the completion of inspections, compliance with underwriting guidelines, and good condition of Plaintiffs' house (Pet., ¶ 73(a)-(c)); (2) representations regarding the calculation of RCV of Plaintiffs' house (*id.* at ¶ 73(a));⁴ (3) representations regarding the coverage provided by Plaintiffs' Policy (*id.* at ¶ 73(d)-(e)); and (4) representations regarding State Farm's bad-faith claim handling (*id.* at ¶ 73(f)).

A. The claim is time-barred. The statute of limitations on a claim for negligent misrepresentation/constructive fraud is two years. 12 O.S. § 95(A)(3); *Grubb v. DXP Enters., Inc.*, No. 19-CV-0443-JH-JFJ, 2022 WL 16842309, at *5 (N.D. Okla. July 25, 2022). Mr. West testified the misrepresentations occurred when he purchased the House and sought coverage from the Holcomb Agency in December 2021—more than three years before the lawsuit was filed. UMF 2,

³ Negligent misrepresentation is one type of constructive fraud and requires the same elements to be met. *See, e.g., CashCall, Inc. v. BancFirst*, No. CIV-16-927-W, 2016 WL 9559037, at *5 n.10 (W.D. Okla. Dec. 15, 2016).

⁴ As explained in note 2, *supra*, Plaintiffs made clear in their depositions that they are not complaining about the amount of coverage procured, and therefore any misrepresentations relating thereto are not at issue.

4, 16; N. West Dep. at 136:17-137:3, Ex. 1. Like Plaintiffs' negligent procurement claim, their fraud-based claim is also time barred. *See Slover*, 443 F. Supp. 2d at 1283.

B. The claim fails on its merits. To recover for constructive fraud, Plaintiffs must prove (1) the Holcomb Agency owed them a duty of full disclosure; (2) the Holcomb Agency misstated a fact or failed to disclose a fact to Plaintiffs; (3) the misstatement or omission was material; (4) Plaintiffs relied on it; and (5) suffered damages as a result. *Lillard v. Stockton*, 267 F. Supp. 2d 1081, 1113 (N.D. Okla. 2003). Whether actual or constructive, “[f]raud is never presumed and it must be proved by clear and convincing evidence.” *Combs v. Shelter Mut. Ins. Co.*, 551 F.3d 991, 999-1000 (10th Cir. 2008) (quoting *Rogers v. Meiser*, 68 P.3d 967, 977 (Okla. 2003)). “Accordingly, ‘the mere allegation of fraud alone “will not justify the submission of that issue [to the jury] unless facts are produced from which an irresistible deduction of fraud reasonably arises.”’” *Id.* (quoting *Roberts v. Wells Fargo AG Credit Corp.*, 990 F.2d 1169, 1173 (10th Cir. 1993) (quoting *Silk v. Phillips Petrol. Co.*, 1988 OK 93, ¶ 13, 760 P.2d 174, 177)). None of these elements are met, no “irresistible deduction of fraud reasonably arises,” and summary judgment should be granted.

First, Plaintiffs cannot establish the existence of a “legal or equitable duty” on the part of the Holcomb Agency. Plaintiffs admit they do not allege the Holcomb Agency made *affirmative* representations about inspections or condition of their house. N. West Dep. at 135:18-136:8, 144:6-12, Ex. 1. Rather, they assumed the Holcomb Agency would inspect and implied the House was in good condition by selling the Policy. Nor is there an allegation the Holcomb Agency made affirmative representations about claim handling and hail determination. To the contrary, Plaintiffs allege the Holcomb Agency did not disclose State Farm’s alleged scheme to deny claims through a narrow hail definition. *See id.*; *see also id.* at 117:6-23.

Negligent misrepresentation cannot be based on silence or an implied representation alone. Plaintiffs must show the Holcomb Agency owed them “a duty of full disclosure.” *Lillard*, 267 F. Supp. 2d at 1113. “This duty could be part of a [] fiduciary duty⁵ owed by the defendant to the plaintiff. [It] could also arise, even though it might not exist in the first instance, once a defendant voluntarily chooses to speak to plaintiff about a particular subject matter.” *Id.*

Absent from the record is any evidence the Holcomb Agency owed Plaintiffs a duty to speak. In *Pratt v. Safeco*, the court observed “[t]he duty to speak ‘may arise if a party selectively discloses facts that create a false impression.’ If a false impression is conveyed by disclosing some facts and concealing others, the concealment is in effect a false representation.” 2020 WL 4735350 at *2 (citations omitted). As in *Pratt*, Plaintiffs here “do not allege that [the agent] conveyed a false impression by disclosing certain material facts and concealing others.” *Id.* Their allegation is that the Holcomb Agency said nothing at all about the condition of their house, whether the property met underwriting requirements, how State Farm handles claims using a “narrow and limited definition of what constitutes hail damage,” and the alleged “Scheme.”⁶ Pet., ¶ 4(a)-(c); N. West Dep. at 135:18-136:8, 144:6-12, Ex. 1. “[S]ilence conveyed no false impression to Plaintiffs.” *Pratt*, 2020 WL 4735350 at *2. The Holcomb Agency was “under no duty to speak,” and Plaintiffs cannot establish a claim against it for constructive fraud. *See id.*; *Payne Expl. Co. v. Trident Steel Corp.*, No. CIV-15-818-D, 2016 WL 1530006, at *5 (W.D. Okla. Apr. 14, 2016) (same principle).

⁵ Plaintiffs do not allege the Holcomb Agency owed them a fiduciary duty, and the law is clear that an insurance agent owes no fiduciary duty to an insured. *See e.g., Pratt v. Safeco Ins. Co. of Am.*, No. CIV-20-93-D, 2020 WL 4735350, at *2 (W.D. Okla. Aug. 14, 2020).

⁶ Plaintiffs admit they have no evidence that the Holcomb Agency knew about State Farm’s purported changes in the way it handled hail claims, which is what Plaintiffs refer to as a scheme. N. West Dep. at 116:19-118:4, Ex. 1; L. West Dep. at 100:1-25, Ex. 6.

Second, the record is likewise devoid of evidence the alleged omissions or misrepresentations were material or Plaintiffs suffered damages as a result. Any alleged misrepresentations about inspections or condition of the house did not cause the damages of which they complain. The only injury alleged by Plaintiffs for any claim is that State Farm refused to pay to replace Plaintiffs' roof. UMF 15. That decision had nothing to do with inspections being completed, whether the roof met all "underwriting guidelines," or whether Plaintiffs had sufficient coverage to replace their property. It was the result of State Farm's finding that hail did not damage the roof. UMF 12-13. Six federal judges have come to similar conclusions. In *Rain Drop v. State Farm*, Judge DeGiusti found the plaintiff, who also sued State Farm for not replacing its roof, was "unable to make out a causal nexus between [the agent's] actions at the procurement stage and Plaintiff's alleged prejudice at the coverage determination stage," reasoning "[a]ny disagreement about the extent of the hail damage suffered, the decision to repair rather than replace the roof, or the adequacy of the replacement shingles, [wa]s with State Farm alone." 2025 WL 582562 at *5. See also *Wiesman*, 2025 WL 2918043 at *5 ("Plaintiff's damages stem from State Farm's calculation of the repairs to his property, not from Plaintiff's lack of coverage related to the [] alleged misrepresentations."); *Moore*, 2026 WL 878459 at *5 (plaintiff failed to allege facts to establish a causal connection between the alleged misrepresentations and damages sought); *Steinkamp*, 2023 WL 11920886 at *3; *Porter*, 2025 WL 1151682 at *4. This case is no different; the Holcomb Agency caused no injury to Plaintiffs.

Third, Plaintiffs could not have reasonably relied upon any alleged misrepresentations about their Policy because they received a copy. UMF 4-6. Oklahoma law imposes upon insureds a duty "to read and know the contents of the polic[y]" before they accept it, and an applicant "who accepts [a policy] the provisions of which are plain, clear, and free from all ambiguity, is

chargeable with knowledge of the terms and legal effect.” *Liverpool*, 1902 OK 7, 69 P. 936, 937; *see also Country Gold, Inc. v. State Auto Prop. & Cas. Ins. Co.*, CIV-14-1398-D, 2015 WL 431638, at *4 (W.D. Okla. Feb. 2, 2015) (dismissing constructive fraud claim in part because there was no dispute plaintiff received policy and thus could not have reasonably relied upon any misrepresentations about it); *Siddique v. Western Heritage Ins. Co.*, CIV-14-456-SPS, 2015 WL 2451734, at *4-5 (E.D. Okla. May 21, 2015) (same).

Fourth, the UMFs demonstrate the alleged representations were not misrepresentations at all but spoke the truth. Plaintiffs’ house *did* satisfy underwriting and qualified for RCV coverage. The Policy that State Farm issued, under which it paid to repair hail damage, and under which Plaintiffs sue and seek benefits, *is* an RCV policy. UMF 4, 7-8, 10, 12-13, 16. Plaintiffs’ Policy covers hail damage, as well. UMF 7, 12. Plaintiffs admit State Farm estimated to repair or replace portions of Plaintiffs’ property damaged in the storm; they just allege that State Farm should have paid to replace more of it, including the entire roof. Pet., ¶ 40(d), (i), (l).

Fifth, any alleged misrepresentations regarding State Farm’s claim handling and application of the policy were promises of future performance or opinion and not fraud. As to alleged schemes involving claim handling and application of policy terms in claim handling, the Holcomb Agency is not a claims adjuster and has no obligation to guess at future claims by Plaintiffs and inform them of what State Farm might do with that future claim. *See Goebel v. State Farm*, CIV-22-882-HE, 2023 WL 11883977, at *4 (W.D. Okla. Aug. 7, 2023) (“Plaintiffs’ arguments essentially contend that an agent has a duty to anticipate, and advise the insured as to, anything that might conceivably limit the payment of a future claim. Such a contention goes beyond any duty contemplated by Oklahoma law.”). Thus, the Holcomb Agency cannot be liable for not having spoken about a claim that has not occurred, might never occur and might be decided

in Plaintiffs' favor if it did. Plaintiffs' theory is squarely negated by the law that "for a false representation to be the basis of fraud, such representation must be relative to existing facts or those which previously existed, and not as to promises as to future acts." *Citation Co. Realtors v. Lyon*, 1980 OK 68, ¶ 8, 610 P.2d 788, 790; *CMI Roadbuilding v. SpecSys*, No. CIV-18-1245-G, 2021 WL 2189190, at *3 (W.D. Okla. May 28, 2021) (same requirement for constructive fraud); *Briggs v. State Farm*, No. 3:14CV16-DPJ-FKB, 2014 WL 1355627, at *3-4 (S.D. Miss. Apr. 7, 2014) (finding no reasonable basis for success against agent on claim for negligent misrepresentation where complaint accused him of promising the insurer "would fairly and accurately assess any damage and adjust any claim the Plaintiffs might have ... and pay to [] Plaintiffs the cost to repair or replace the Plaintiffs' home"). Further, any representations by the Holcomb Agency about State Farm's past claim handling decisions would be conveying an adjuster's *opinion*. See *Cupit v. Dancu Chemical Co.*, 1957 OK 193, ¶ 7, 316 P.2d 593, 596 (holding insurer claim decision is an opinion and not "misrepresentation or concealment of facts"). "Fraud may not be predicated on a mere expression of opinion." *Eckert v. Flair Agency, Inc.*, 1995 OK CIV APP 151, ¶ 7, 909 P.2d 1201, 1204.

III. THERE IS NO EVIDENCE TO SUPPORT PUNITIVE DAMAGES.

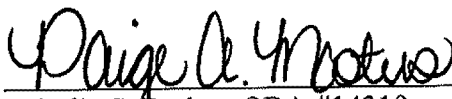
Plaintiffs are not entitled to *any* damages under these facts, let alone an award of punitive damages, as they can make no competent showing that the Holcomb Agency negligently procured Plaintiffs' Policy or committed any fraud, and certainly have no evidence of malice. Whether there is any competent evidence to submit the issue of punitive damages to the jury under Oklahoma's statutory punitive damages regime is a question of law for the Court in the first instance. *Estrada v. Port City Props.*, 2011 OK 30, ¶ 20, 258 P.3d 495, 504. See also *Combs v. Shelter Mut. Ins. Co.*, 551 F.3d 991, 1000 (10th Cir. 2008) (considering a claim for punitive damages under Oklahoma's

punitive damages statute, the court found the “submission of the issue of punitive damages to a jury [would] be improper,” as the plaintiff “failed to demonstrate the requisite evil intent or such aggravating circumstances as to be deemed equivalent to such intent for punitive damages” (internal quotation marks and citations omitted)). There is zero evidence of egregious circumstances here, no malice, and no oppression or wanton or reckless disregard for the insureds’ rights. The UMFs reveal that Plaintiffs disagreed with *State Farm’s* claim determination, nothing more. Submission of the issue of punitive damages to the jury, therefore, “would be improper.” *Combs*, 551 F.3d at 1000.

CONCLUSION

Summary judgment is appropriate and should be granted where, as here, it appears from the pleadings and evidentiary materials that there is no substantial controversy as to any material fact and one of the parties is entitled to judgment as a matter of law. *Cyanostar Energy, Inc. v. Chesapeake Expl., L.L.C.*, 2014 OK CIV APP 7, ¶ 8, 317 P.3d 217, 219; Rules for Dist. Cts. of Okla. R. 13(e). Based on the foregoing, the Holcomb Agency respectfully requests that the Court enter judgment in favor of the Holcomb Agency and against Plaintiffs on all claims.

Respectfully submitted,



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CERTIFICATE OF SERVICE

This is to certify that on the 26th day of May, 2026, the undersigned caused a true and correct copy of the above and foregoing to be mailed to:

Reggie N. Whitten
Michael Burrage
Blake Sonne
Hannah Whitten
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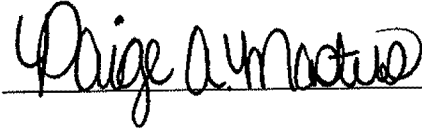
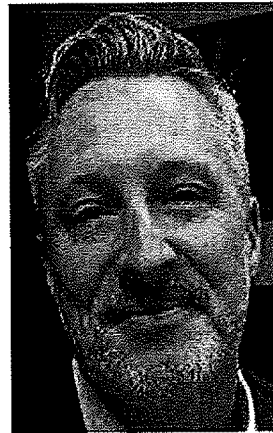


EXHIBIT 1

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST,)
)
Plaintiffs,)
)
vs.) Case Number
) CJ-2025-135
)
STATE FARM FIRE AND CASUALTY)
COMPANY and NANCY HOLCOMB)
INSURANCE AGENCY, INC.,)
)
Defendants.)



* * * *

VIDEO DEPOSITION OF NEIL SPENCER WEST

Taken on behalf of the Defendants
on the 19th day of March, 2026
in Lawton, Oklahoma

* * * *

REPORTED BY: TAMARA WAGGONER, CSR

1 contractor.

2 Q Okay. And was he a general contractor or
3 did he specialize in roofing?

4 A General contractor. He still does some
5 today.

6 Q Do you -- has he ever inspected the roof on
7 the house that you live in now?

8 A This one, no.

9 Q Right. Did he look at the roof of your
10 house on Crystal Lake?

11 A Crystal Hills.

12 Q Crystal Hills, sorry. Thank you.

13 A Yeah, he actually replaced it.

14 Q Okay. And you have had -- while you were
15 employed with State Farm, and we'll look at this in
16 a little more detail, but they've actually paid to
17 replaced two roofs; haven't they?

18 A First, I've never been employed by
19 State Farm.

20 Q I'm sorry. I don't know where I messed
21 that question up. Let's just strike it and start
22 over. Insured is what I meant to say.

23 So during the period that you were insured by
24 State Farm, they've replaced two roofs?

25 A Correct.

1 Q And both of those were at your Crystal
2 Hills house?

3 A Yes, ma'am.

4 Q Okay. And your -- what's your brother's
5 name?

6 A I have many, but the one that we're talking
7 about --

8 Q Yeah.

9 A -- is Chris -- or Christopher West.

10 Q Okay. And did Christopher -- which -- I'll
11 tell you State Farm's records indicate that there
12 was a roof replacement or a total roof in 2009 and
13 then one in 20 -- I think it was '19. Did
14 Christopher, Chris, replace both of those roofs?

15 A He did not.

16 Q Okay. Which one did he replace?

17 A The 2019 roof.

18 Q Okay. Who replaced the roof in 2009?

19 A My brother Roger.

20 Q Okay. Is Roger also a roofer?

21 A He was at the time.

22 Q Where does Roger live?

23 A He lives in Godfrey, Illinois.

24 G-O-D-F-R-E-Y.

25 Q And has -- is his last name West also?

1 stuff that we do, we do a big show every year and we
2 sell advertising for our playbills. And she's
3 always been a big supporter, so I've approached her
4 about those things and she's been very generous to
5 place ads in. We had many times that we've sat down
6 in her office. I could pop in and so it was -- I
7 like her. She's -- she's --

8 Q Do you believe her to be an honest person?

9 A I did.

10 Q And why don't you -- well, you say you did.
11 Has that changed?

12 A It has.

13 Q Okay. Why?

14 A When I called her when we purchased the new
15 house, I said we need -- we need insurance on the
16 house. We bought this new house, we were super
17 excited. Had a conversation on the phone with her
18 literally from the front yard of the new house. We
19 hadn't even moved in yet.

20 I said, Nancy, we're excited, we just bought
21 this new house, I need you to get insurance, we want
22 full replacement value. I remember telling her like
23 we had before in the old house when I had the roof
24 replaced.

25 I remember saying specifically if we need to

1 and let's make it that broad. At all since your --
2 since State Farm's claim decision after your
3 June 15, 2023 claim?

4 A I can't say that we have.

5 Q And the car accident that you were talking
6 about earlier, did that predate or postdate the
7 storm claim?

8 A Post.

9 Q So Lacy may have spoken with Nancy about
10 her car accident?

11 A Right. Because supposedly the guy -- so
12 Lacy was hit in a crosswalk, literally in a
13 crosswalk with the walking guy saying you can go --

14 Q Yeah.

15 A -- in Tulsa. And she -- she received some
16 injuries as a result of that. And we believe that
17 the driver was State Farm but we weren't sure. I
18 think -- yeah, I think we were sure that they were
19 State Farm. And so we had State Farm, she had
20 State Farm, so there was a conversation.

21 Q And is the damage that you claim that you
22 have been caused by Ms. Holcomb, State Farm's
23 failure to pay all the damage you claim exists on
24 your property?

25 MR. SANDERS: Object to the form. You can

1 answer.

2 THE WITNESS: That's -- that's part of it.

3 Q (By Ms. Rother) Okay. What's the rest of
4 it?

5 A We were -- we were in debt and -- okay.
6 State -- so State Farm denied the claim, denied
7 literally reinspection. We incurred some debt due
8 to trying to have a baby. We went through in vitro
9 fertilization, spent a lot of money, over a hundred
10 grand on it. We had to start make --

11 Q What year was that?

12 A It was -- we finished up in October of
13 2022.

14 Q So it predated the storm?

15 A It did.

16 Q Okay.

17 A Okay. And it's -- it's a complicated story
18 but it is -- this is what happened. So we incurred
19 the debt, right. At the same time I ran a campaign
20 and ran for district judge. We took our money out
21 of savings to pay for that campaign.

22 Q And was that district judge in Comanche
23 County?

24 A It was four counties. But, yes, primarily.

25 Q Okay. And who was your opponent?

1 to go, you can have all this. Now guess what
2 happens, now somebody is trying to come in and say
3 that's preexisting damage or somebody was walking on
4 your roof beforehand, no.

5 Q But that is just --

6 A She is negligent in those duties. And
7 because of her negligence in doing that, it
8 absolutely led to distress that I would later
9 develop.

10 Q Okay. But that was my question, you have
11 stress. I'm just wondering if there -- are you
12 claiming you overpaid premiums, underpaid premiums,
13 any other injury you claim Ms. Holcomb caused?

14 A No. I pay a very nice amount of money for
15 the insurance --

16 Q Right.

17 A -- to keep my house insured.

18 Q And you have -- State Farm didn't total
19 your roof. But if it had totalled your roof, you
20 have enough coverage to have your roof paid for;
21 correct?

22 MR. SANDERS: Object to the form.

23 Q (By Ms. Rother) And all the other damage.
24 Your policy insures you for close to \$300,000, your
25 contract damage is 50,000, so you have plenty of

1 insurance if State Farm had found the damage
2 existed; do you agree?

3 MR. SANDERS: Object to the form.

4 THE WITNESS: So, subsequently, I mean, it
5 goes back to the HELOC question. So the house was
6 appraised at \$340,000 by Arvest, because we did get
7 that HELOC loan.

8 And then I was trying to get the PMI down with
9 Rocket, because I'm like, okay, I mean, we clearly
10 have that percentage, that 20 percentage in or
11 whatever it is to get the PMI off.

12 And so Rocket sent out another inspector
13 literally two months later and it was \$295,000.
14 There was a \$45,000 difference. So to answer your
15 question, I don't know if there is sufficient money
16 to pay for what we need. I don't know.

17 Q (By Ms. Rother) Well, do you have more
18 than \$50,000 in coverage?

19 A Oh, yeah, yeah.

20 Q Okay. And you're claiming that your
21 contract damages are 50,000?

22 A Right.

23 Q I'm not talking about emotional distress.
24 I'm talking about what's your policy going to cover.

25 A Okay. Right. Right. Right.

1 THE WITNESS: I do not.

2 Q (By Ms. Rother) And in all of your
3 reading, have you read the several federal court
4 opinions which have found that agent's in fact do
5 not have a duty to inspect property?

6 MR. SANDERS: Object to the form.

7 THE WITNESS: That's a question of law to
8 be determined by the courts and by the lawyers.

9 Q (By Ms. Rother) Okay. How is -- well,
10 agreed. But my question was, have you read those --
11 in all the reading you were doing, have you read any
12 of the federal court decisions on that issue?

13 MR. SANDERS: Object to the form.

14 THE WITNESS: What I have read is that --

15 Q (By Ms. Rother) No, I was asking you
16 about the federal court opinions. Have you read
17 those?

18 MR. SANDERS: Object to the form.

19 THE WITNESS: The actual opinions
20 themselves, no.

21 Q (By Ms. Rother) And have you read your
22 insurance policy to see what it says about whether
23 inspections are required?

24 MR. SANDERS: Form.

25 THE WITNESS: Not that I know of.

1 Q (By Ms. Rother) Do you agree that your
2 insurance policy is a contract?

3 A Yes.

4 Q And State Farm is bound by the contract and
5 you're suing them for breaching it; correct?

6 A Correct.

7 Q And you're bound by the terms of the
8 contract as well; true?

9 A Yes, ma'am.

10 Q Do you understand -- you've said several
11 times that State Farm said there was preexisting
12 damage on your room. Tell me exactly what words the
13 adjuster used.

14 A He said that somebody was walking on the
15 roof. That the scuff marks, the shingle damage
16 would have been caused by that. That's what I
17 recall.

18 Q And did you translate that to preexisting
19 damage or did he use those words?

20 MR. SANDERS: Object to the form.

21 THE WITNESS: I think preexisting damage
22 might be a legal term as well. I don't know that I
23 was necessarily thinking that word, preexisting
24 damage. He did say it though. He did use the
25 words.

1 Q (By Ms. Rother) Okay.

2 A Or very -- or similar to that.

3 Q And the terminology from the policy is
4 wear, tear, and deterioration. Did he use those
5 words?

6 A I don't recall.

7 Q Okay. So you don't know whether he said
8 preexisting damage, wear, tear, you don't remember
9 what he said, you just remember that he said this
10 damage was caused by somebody walking on the roof or
11 things like that?

12 A And flat out said this isn't damage at all.

13 Q Not hail damage?

14 A No. He said there is no damage.

15 Q Well, how could he be saying there was
16 damage from scuff marks and there was no damage?

17 MR. SANDERS: Object to the form.

18 Q (By Ms. Rother) I'm not tracking. Just
19 tell me the words he said.

20 A He says this -- you don't have damage to
21 your roof. I don't -- again, this was September of
22 2023, and we are now two and a half years outside of
23 this. The exact words he said, I don't recall. But
24 I do recall him showing this at my dining room
25 table, going through the slides on his tablet and

1 saying, that's not damage. And I'm like, what about
2 this and what about this. No, sir, that's not
3 damage, or that's not hail damage. I don't know
4 exactly what he said.

5 Q And do you understand under your policy you
6 have covered damage and then you have damage that's
7 excluded?

8 MR. SANDERS: Object to the form.

9 THE WITNESS: I understand that's a thing,
10 yes.

11 Q (By Ms. Rother) Okay. And but you know
12 because you've had two roofs replaced due to hail
13 damage, that the policy covers hail?

14 A Yes.

15 Q And wind?

16 A Yes.

17 Q And what Mr. Gooch, that's name of the
18 adjuster, it sounds like what he said to you was
19 this is not covered damage?

20 MR. SANDERS: Object to the form.

21 THE WITNESS: I believe that's correct.

22 Q (By Ms. Rother) Okay. And he wasn't --
23 do you understand, sir, that it's possible for your
24 roof to have wear or tear deterioration, preexisting
25 damage, all kinds of things, and still have hail

1 think if those were the changes and she knew about
2 them, she had a duty to tell me about them.

3 Because not only is she an agent for State Farm,
4 we've already established here that she served as my
5 agent, too. Like a good neighbor State Farm is
6 there. Contact your local agent. My agent. An
7 agency exists between State Farm and her and
8 State Farm and me. She had a dual obligation to
9 relay that information to me.

10 MS. ROTHER: Move to strike as
11 nonresponsive.

12 MR. SANDERS: Object to the form.

13 Q (By Ms. Rother) One thing you said was if
14 she knew about it. Do you have any knowledge about
15 what she knew or did not know?

16 MR. SANDERS: Object to the form.

17 THE WITNESS: Do I have any knowledge of
18 what she did not know?

19 Q (By Ms. Rother) What she knew or did
20 not -- can you -- could you sit in front of a jury
21 and say, I know that Ms. Holcomb knew about this and
22 she didn't tell me?

23 MR. SANDERS: Object to the form.

24 THE WITNESS: I can sit in front of a jury
25 and say I have reasonable confidence that she has to

1 go through regular training and what the insurance
2 business is and what they learned along the way.

3 MS. ROTHER: Okay.

4 THE WITNESS: What she should have -- or
5 what she should have known or known.

6 Q (By Ms. Rother) And you understand that
7 agents are independent contractors and they're not
8 the ones that make the claim decisions, you
9 understand that; right?

10 MR. SANDERS: Object to the form.

11 THE WITNESS: I don't necessarily know
12 that.

13 Q (By Ms. Rother) Okay.

14 A I think -- I think I mostly agree with
15 that. I'm learning.

16 Q Do you think that agents -- has
17 Ms. Holcomb --

18 A Let me -- if I could clarify that. I don't
19 believe that Nancy can deny the claim. If that --
20 if that is what the question was at.

21 Q Right. Do you believe she has any control
22 over State Farm's claim decision?

23 A I don't think so.

24 Q And you're just supposing that agents get
25 some kind of training about State Farm's claim

1 decision making?

2 MR. SANDERS: Object to the form.

3 Q (By The Witness) You're supposing that?

4 A I am.

5 Q Okay.

6 A I apologize. Potty break.

7 MS. ROTHER: Oh, of course.

8 THE WITNESS: We're off the record. The
9 time is now 12:54.

10 (LUNCH RECESS)

11 THE VIDEOGRAPHER: We are back on the
12 record. The time is 1:18 p.m.

13 Q (By Ms. Rother) All right, sir. We had a
14 short lunch break, back on the record. I was asking
15 you about your insurance policy. Will you look at
16 the -- it's Exhibit 1 and it's Page 26, Bates
17 Number 26 in the right corner.

18 A Ready.

19 Q On paragraph six in the left column, the
20 Suits Against Us provision. And it states, "No
21 action will be brought against us unless there has
22 been full compliance with all of the policy
23 provisions. Any action by any party must be started
24 within one year after the date of loss or damage."

25 And do you agree that you filed your petition

1 that you had missed the limitations period?

2 A I was -- I knew it was getting close or
3 something like that. I was -- I was concerned.

4 Q And then the last thing I wanted to ask you
5 about in the policy, and I'll ask you a general
6 question while we're turning to Page 47 in the
7 bottom right corner. You understood as the
8 homeowner that it was incumbent upon you to select
9 the amount at which you wanted to insure your house?

10 MR. SANDERS: Object to the form.

11 THE WITNESS: I knew that I had to have
12 full coverage like for -- for the purposes of the
13 mortgage. I wanted a full replacement value
14 coverage. I asked for suggestions on where we could
15 cut costs along the way, I'm sure.

16 Q (By Ms. Rother) Right. But as between
17 you and Ms. Holcomb, as the property owner you're
18 the one that selected the amount of coverage you
19 wanted on your house; correct?

20 MR. SANDERS: Object to the form.

21 THE WITNESS: I think she gave me a
22 proposal and I said, yes. So, sure, ultimately --

23 Q (By Ms. Rother) Right.

24 A -- if you stick with me.

25 Q Yeah. If you look at Page 47 there where

1 it says your coverage amount, and it says, "It is up
2 to you to choose the coverages and limits that meet
3 your needs." Correct?

4 A I wouldn't disagree with that.

5 Q Now, I'm going to hand you -- we're through
6 with this for now. I'm going to hand you Exhibit 2.
7 And these are the text messages between you and
8 Nancy Holcomb that you produced in this case, which
9 your counsel Bates labeled as noted in the corner.

10 Let me ask you quickly. Did you talk with
11 anyone at Nancy Holcomb's office other than Nancy?

12 A Maybe a secretary to pay a bill from time
13 to time. I don't know if it was roof or car or
14 whatever. But it was Nancy. Nancy was always the
15 --

16 Q Point of contact?

17 A You bet.

18 Q Okay. So any -- any conversations you had
19 about insurance on your house on Briarcreek, would
20 have been with Nancy?

21 A Yes, ma'am.

22 Q And what about I think State Farm's files
23 indicate that you first became insured with
24 State Farm in 2001. Would Nancy have been your
25 point of contact then as well?

1 books, the finances, it just works that way for us.
2 We would -- I mean, she was with me on so many times
3 but maybe not necessarily paying attention at the
4 same time if that -- you know, we're kind of
5 co-existing as some of these things occur.

6 Q The conversation that you've described, I
7 think you said you were standing in the driveway of
8 the new house and you called Nancy?

9 A Not driveway but front yard, yes. My
10 sidewalk.

11 Q Okay. Was Mrs. West with you then?

12 A She was around. She was not standing by
13 me. But she was -- she was at the property.

14 Q So was she a -- she was not a participant
15 in the conversation?

16 A Correct. In my inquiry of the policy,
17 correct.

18 Q You have told me, when I've asked you
19 questions about how you think you were damaged by
20 Ms. Holcomb, that you think she failed to inspect
21 your property and tell you about its condition, and
22 that she failed to tell you that State Farm had
23 changed the way it evaluates hail damage. Did I
24 characterize those correctly?

25 A You did.

1 Q Okay. So those are omissions. Did she
2 make any affirmative statements to you that you
3 claim are misrepresentations or are false?

4 MR. SANDERS: Object to the form. You can
5 answer.

6 THE WITNESS: You know, just said we've got
7 you covered, we've got what you need, and I believed
8 her. And it turns out she didn't.

9 Q (By Ms. Rother) Okay. So just because
10 this is my only chance to ask before trial. What
11 you can -- tell me what -- what words you
12 specifically recall her using.

13 MR. SANDERS: Object to the form. You can
14 answer.

15 THE WITNESS: Yeah. It was a conversation
16 on the phone.

17 Q (By Ms. Rother) And we're talking about
18 the conversation where you were standing in the yard
19 of your new house?

20 A Correct. Correct.

21 Q And you called and you told her exactly
22 what?

23 A I said, hey, we're buying this house, we
24 need to get coverage on this house. I want -- I
25 want replacement costs. I made spec -- I made

1 reference to the storm back in 2019, I said I want
2 to make sure that we've got the same kind of
3 coverage that we did then.

4 I said if we have to overinsure it to get proper
5 valuation for today's -- I didn't say it, but in my
6 head I'm thinking, you know, that, you know, to
7 replace for cost -- covered cost of inflation kind
8 of thing, she said, okay, got it.

9 She asked a few questions about the year of the
10 house, the year of the roof, how many bedrooms, how
11 many square feet. She'll look it up, she'll get
12 back to me. And then at some point we were
13 responded to. Yes, we've got you all hooked up and
14 you're good to go.

15 Q Well, you say at some point you were
16 responded to. Did -- how did she respond, by
17 issuing the policy or -- and you haven't produced
18 any e-mails, so.

19 A Sure. Yes. So I don't recall if it was
20 later on that same day or within -- I just -- I
21 don't even know if we hung up the phone and had
22 multiple conversations on the same -- like within
23 the same five, 10 minute time range. I -- I don't
24 know.

25 But at some point, obviously, we -- you know,

1 she informed us that our policy was ready to be
2 executed. So based upon the information that I gave
3 her.

4 Q And then you would have received a copy of
5 the policy either in the mail or electronically?

6 A It would be State Farm's policy to do that.
7 Do I -- if I didn't provide it, that means I didn't
8 keep it. I don't deny that they tried to send it to
9 us.

10 Q And do you agree that the policy you have
11 is a replacement cost value policy, but your
12 complaint is that State Farm didn't pay replacement
13 cost value for your roof?

14 A Yeah, that and part it. And, also, the
15 complaint is that they didn't give me the full
16 amounts upfront to pay for the fence or the gutters.
17 It was, we'll give you a certain percentage.

18 Specifically, I remember the conversation, I
19 want to say with the first inspector guy, it says,
20 here's a check for X amount of dollars with a seven
21 or 900 or whatever. Once you get your fence
22 repaired and you get your screens repaired, if it
23 costs more then you let us know because we're
24 holding onto some monies right now.

25 So this just -- it -- that reeks to me of you're

1 A Yes. Yes, ma'am.

2 Q Okay. So State Farm underwriting did
3 conclude that your house was sufficient for
4 State Farm to issue coverage; agreed?

5 A Sure. Yes, ma'am.

6 Q And I think we've talked about this. But
7 in terms of what you claim Ms. Holcomb failed to
8 disclose, it relates to the way State Farm handles
9 claims and evaluates hail damage. And your
10 allegation is that if she knew that she should have
11 told you?

12 A Agreed.

13 Q I'm -- just for the record, I'm just
14 flipping through your answers to our interrogatories
15 and making sure that we haven't omitted anything.
16 Are you claiming that your policy has -- that it
17 excludes weather related losses?

18 MR. SANDERS: Object to the form.

19 THE WITNESS: The one that I got or the one
20 that I signed up for? The one that I signed up for
21 or that I thought I signed up for, was it covered
22 weather related losses.

23 Q (By Ms. Rother) And State Farm did pay
24 for weather related losses, they just didn't pay as
25 much as you think they should; right?

1 A No. What they paid me was in categories
2 that they claimed were certain categories that I
3 dispute.

4 Q Okay. They paid for your gutters; correct?

5 A They did.

6 Q And I think the downspouts?

7 A Right. Right. I would --

8 Q And the screens?

9 A Well, let me-- let me --

10 Q Some of them?

11 A They cut a check. I never did get those
12 replaced. So did they actually pay for them, I
13 can't honestly say yes, but they did cut me a check
14 for that.

15 Q They estimated?

16 A Sure.

17 Q And they found that they were damaged?

18 A Yes, ma'am.

19 Q By hail or wind?

20 A Yes, ma'am.

21 Q But they said that your roof shingles were
22 not damaged by hail or wind?

23 A Yeah. And I thought that odd because there
24 was -- there was clearly hail damage inside those
25 gutters, and they're telling me -- and like all up

1 around on you. The policy, Exhibit 1, Page 45.
2 This is the -- one of the declaration pages we
3 looked at earlier.

4 A I recall now, yes.

5 Q And this one -- you understand that as
6 building materials go up, the replacement cost of
7 your house goes up; correct?

8 A I do.

9 Q Okay. And this -- for the period that the
10 loss occurred, your coverage A dwelling was 309,000.
11 Do you see that?

12 A I do, yes, ma'am.

13 Q Okay. And you're not claiming that that
14 was too much or too little?

15 A No, ma'am.

16 Q Have you ever visited Ms. Holcomb's
17 agency's website?

18 A I don't believe so. I have an app on my
19 phone that I never open or rarely open, I should
20 say, because I don't recall passwords.

21 Q So you're not claiming that you read
22 something on her website that you believe was a
23 misrepresentation?

24 A That's an accurate statement.

25 Q When you determined to make a claim for the

EXHIBIT 2

DECLARATION OF NANCY HOLCOMB

I, Nancy Holcomb, hereby declare and state:

1. My name is Nancy Holcomb. I am a State Farm insurance agent in Lawton, Oklahoma. I own and operate the Nancy Holcomb Insurance Agency, Inc.

2. I have personal knowledge of the facts set forth herein and know each of them to be true and correct.

3. I have served as Neil and Lacy West's insurance agent for many years and considered them friends. I assisted Mr. West in procuring a policy to insure his house located at 7710 SW Crystal Hills Place in Lawton, Oklahoma. The policy covered "accidental direct physical loss," which included wind and hail damage.

4. In 2021, the Wests bought a new house located at 7 NW Briarcreek Drive in Lawton, and I assisted them in purchasing a State Farm policy to insure that house, State Farm Homeowners Policy No. 36-CR-X405-8 ("Policy"). Like the Policy insuring the Wests' prior house, the Policy insures against "accidental direct physical loss," which includes wind and hail damage.

5. State Farm sometimes engages third parties to conduct inspections or reviews of properties. However, State Farm did not require or request an inspection of the Wests' house to issue the Policy in 2021. If there had been an inspection, I would not have completed it. I do not inspect roofs as an agent, nor am I required by State Farm to do so.

I declare under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct pursuant to 12 O.S. § 426.

Signed this 26th day of May, 2026, in Lawton, Oklahoma.

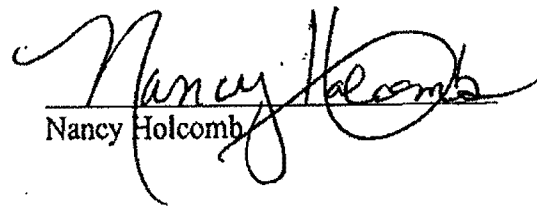

Nancy Holcomb

EXHIBIT 3

Cancel/New

Effective Date: 12-29-2021 App Date: 12-06-2021 App Time: 09:14 AM

Agent: Nancy Holcomb Agent Code: 2175 AFO Code: 26FAF3
Nancy Holcomb Ins Agcy Inc

CUSTOMER:

Applicant: WEST, NEIL S Birth date: [REDACTED]-1969 SSN: [REDACTED] Home Phone: (580) 510-0427 Business Phone: [REDACTED]
Co-Applicant: WEST, LACY M Birth date: [REDACTED]-1980 SSN: [REDACTED]
Show name(s) on policy as: WEST, NEIL S & LACY M
Mailing Address: 7710 SW CRYSTAL HILLS PL
LAWTON, OK 73505-6431
Is any applicant an existing State Farm customer: Yes
If yes, State / Prov: OK
Home / Auto discount: Yes
If yes, State / Prov: OK
Does the applicant want to replace an existing State Farm policy with this transaction: Yes
Existing State Farm policy number being replaced: 36-CU-1467-1
Existing policy's cancel date: 12-29-2021
Existing policy's State / Prov: OK
Is the property location for this new policy the same as the existing policy's location: No
Is applicant the named insured on the existing State Farm policy: Yes
If yes, existing policy type being replaced: Homeowners
Number of residents: 2

Location:

Property Location: Street: 7 NW BRIARCREEK DR
City: LAWTON
State / Prov: OK
ZIP / Postal: 73505-9537
County: Comanche
Territory zone: 20
Subzone: 99

Is the dwelling inside city limits: No
Is the dwelling located within 10 road miles of a responding fire department: Yes
Is the dwelling accessible to fire department protection equipment year round: Yes
Does the dwelling have an adequate water source available for fire protection year round: Yes

Pre-eligibility:

Has any applicant had a State Farm Homeowners, Manufactured Home, Renters, Condominium Unitowners, or Farm/Ranch policy in the last 30 days and qualifies for the Loyal Customer Discount: Yes

If yes, Tenure Details:

Enter information from the State Farm Policy that carries the oldest tenure date:

From date: 12-2001

To date: 12-2021

State / Prov: OK

Years with State Farm: 20

Tenure policy number: 36-CU-1467-1

Tenure date: 12-19-2001

Has applicant had any losses, insured or not, in the past 5 years: Yes

If yes, is applicant a current State Farm policyholder having a qualifying residential policy: Yes

EXHIBIT

3

SFF&CC/West_000953

Loss caused by Flood, Identity Restoration, Earthquake in California, Mine Subsidence; or was the loss a Home Systems Protection (Equipment Breakdown), Service Line, Personal Articles Policy, or Personal Liability Umbrella loss: No

Loss description: wind hail

Date of loss: 05-28-2019

Catastrophe related: Yes

Weather related: Yes

Total amount of loss: 13,480

Number of homeowners rating claims: 0

Dwelling:

Estimate number: G214-I3QA-3

Estimated replacement cost source: Estimated replacement cost tool

Total finished square feet: 2053

Number of stories: 1 Story

Estimated replacement cost: 292,000

Date of estimate: 12-06-2021

Year built: 1997

Heating / Cooling year: Original

If Updated, enter year:

Electrical year: Original

If Updated, enter year:

Plumbing year: Original

If Updated, enter year:

Construction: Masonry veneer

Is there a solid fuel appliance, such as a wood or coal stove, fireplace insert, or free-standing fireplace unit inside any dwelling or structure on the premises: No

Roof Installation Year: 2019

Roof material: Composition - Architectural Shingle

Is roof impact resistant: No

Occupancy: Owner

Number of weeks owner occupied (per calendar year): 52

Number of families: 1

Coverages:

Desired coverage effective date: 12-29-2021

Estimated replacement cost: 292,000

Dwelling (Coverage A): 292,000

Rate IV: 100%

Increased Dwelling - Option ID: Included

Dwelling Extension: 29,200

Are there any detached structures on the premises: No

Personal Property (Coverage B): 219,000

Loss Settlement:

Loss Settlement Option - Dwelling: A1 - Replacement Cost - Similar Construction

Loss Settlement Option - Personal Property: B1 - Limited Replacement Cost

Policy deductible: 1%

Personal Liability (Coverage L) each occurrence: 100,000

Medical Payments (Coverage M) each occurrence: 1,000

Adjustments:

Deadbolt locks: Yes

Fire extinguisher: Yes

Sprinkler system: None

Fire or smoke alarm: Local only

Burglar alarm: Local only

Options / Endorsements:

Jewelry and Furs: Yes

JF limit: 1,500 / 2,500 Option JF included
 Silver/Goldware Theft - Option SG: Yes
 SG limit: 2,500 included
 Business Property - Option BP: Yes
 BP limit: 1,500 included
 Building Ordinance or Law - Option OL (% of Coverage A): Yes
 OL limit: 10% included
 Firearms - Option FA: Yes
 FA limit: 2,500 included
 Fire Department Service Charge Increased Limits: Yes
 Limit: 500 included

Quote Results:

CRI: 5613
 Quote description: 100% Replacement Cost
 Annual premium: 2,758.00
 Monthly premium: 229.83
 Estimated replacement cost: 292,000
 Rate IV: 100%
 Construction: Masonry veneer
 Territory zone: 20
 Subzone: 99
 LRF: L

	Limit	Premium
Coverages		
Dwelling (Coverage A)	292,000	5,881.00
Increased Dwelling - Option ID	58,400	
Dwelling Extension	29,200	
Personal Property (Coverage B)	219,000	
Personal Liability (Coverage L) each occurrence	100,000	
Medical Payments (Coverage M) each occurrence	1,000	
Credit Card / Bank Card and Forgery	1,000	
Damage to Property of Others (Each Occurrence)	1,000	
Loss of Use	87,600	
Loss Settlement Provision		
Loss Settlement Option - Dwelling	A1 - Replacement Cost - Similar Construction	
Loss Settlement Option - Personal Property	B1 - Limited Replacement Cost	
Deductibles		
Policy deductible	1% 2,920	
Charges / Credits		
Claim Record		(470.00)
Home alert		(56.00)
Home / Auto discount		(1,515.00)
Loyal customer discount		(1,082.00)
Policy Options and Endorsements		
Jewelry and Furs	1,500 / 2,500 Option JF included	
Silver/Goldware Theft - Option SG	2,500 included	
Business Property - Option BP	1,500 included	
Building Ordinance or Law - Option OL (% of Coverage A)	10% 29,200	
Firearms - Option FA	2,500 included	

Fire Department Service Charge Increased Limits

500 included

Additional Interests:

Type: Mortgagee
Name: ROCKET MORTGAGE LLC ISAOA
Street: PO BOX 202070
City: FLORENCE
State / Prov: SC
ZIP / Postal: 29502-2070

Loan number: [REDACTED]

Documents / Photos**Bind:**

Market Assistance Program App: No
Bind application: Yes
Desired coverage effective date: 12-29-2021
Application taken date: 12-06-2021
Application taken time: 09:14 AM

Billing / Payment:

Minimum amount due: 459.66
Annual premium: 2,758.00
Payment Options:
Put application on SFPP: No
Annual premium: 2,758.00
Amount paid: 0.00
Premium transfer from other policy: 0.00
Balance due: 2,758.00
Billing Information:
Should named insured be billed for first year's premium: No
Should named insured be billed for renewals: No
If no, renewals will be billed to the name below:
Name: ROCKET MORTGAGE LLC ISAOA
Should named insured be billed for endorsements: No
If no, endorsements will be billed to the name below:
Name: ROCKET MORTGAGE LLC ISAOA

EXHIBIT 4

DECLARATION OF COURTNEY BERTHELOT

I, Courtney Berthelot, hereby declare and state:

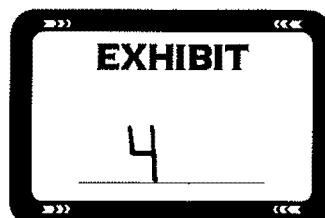
1. My name is Courtney Berthelot. I am an Underwriting Team Manager for State Farm Fire and Casualty Company ("State Farm").

2. I have personal knowledge of the facts and statements set forth herein and know each of them to be true and correct.

3. As Underwriting Team Manager, I am familiar with the process for inspections of residential properties in Oklahoma if State Farm decides to undertake such inspections. Inspections are not required and do not occur on all or even most properties. As stated in the current form Oklahoma Homeowners Policy, which is Policy Form HW-2136:

We have the right but are not obligated to perform the following: (1) make inspections and surveys of the **insured location** at any time; (2) provide **you** with reports on conditions **we** find; or (3) recommend changes. Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. b. *We* do not: (1) make safety inspections; (2) undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; (3) warrant that conditions are safe or healthful; or (4) warrant that conditions comply with laws, regulations, codes, or standards. This condition applies to **us** and to any rating, advisory rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations on **our** behalf.

4. State Farm, for its own use in evaluating whether to insure a new property or continue to insure an existing property, sometimes elects to have residential properties inspected. State Farm refers to such inspections as "surveys."



5. Whenever underwriting surveys/inspections occur, they are not performed by the State Farm Insurance agents. If State Farm determines that an inspection should occur, State Farm, not the agent, engages a third-party vendor to conduct those inspections. This is a process undertaken and supervised by the company, not its agents.

6. If the underwriting department decides to request a survey before issuance of a new policy, the survey occurs after a temporary binder is issued to the potential insured, which protects the insured for the interim period between policy application and State Farm's ultimate issuance or declination of the policy, during which period the actual underwriting occurs.

7. Even if the survey identifies conditions on the property such as foundation issues, blistered, de-granulated or otherwise aging shingles, or other overall wear and tear on the property, State Farm may still choose to, and very often does, issue a policy anyway. Most houses, except for possibly very new ones, have some signs of aging and if existing wear and tear foreclosed policy issuance, few policies could be issued.

8. Sometimes State Farm also elects to survey an insured property after a policy issues and renews for several years through a process that is keyed to individual market area needs and conditions.

9. When a house is selected for a renewal survey, State Farm may contract with a third-party vendor to conduct an on-site inspection or sometimes a customer may conduct a self-survey. Self-surveys are done through a mobile web application that is designed to allow customers to provide required underwriting information about their property using a smart phone or tablet device. Customers are asked to answer a series of questions about

their property, including the address, date of roof installation, foundation type, and existence of business operations, swimming pools, spas, and fireplaces on the property. They are also asked to take current photos of their house and property, including photos of the front, rear, left and right sides of the house; two different slopes of the roof; electrical panel; and exterior wall finish, among others. The survey must be completed by the customer; the agent cannot complete it on the insured's behalf. A third-party vendor reviews the information and pictures submitted by the customer and issues a survey report.

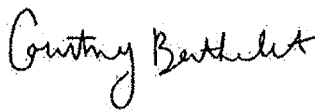
10. State Farm agents are not responsible for policy renewals. A policy renews automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. At least 30 days prior to renewal, State Farm, not the agent, provides insureds a written renewal notice that includes the premium, deductible, coverages, and limits.

11. Prior to 2016, a State Farm agent would be asked to take a photograph of the front and back of a new property and note any obvious hazards, but not to otherwise "inspect" it. Since 2016 the agents are not asked to undertake even that limited review.

Pursuant to 12 O.S. § 426, I declare under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Dated: April 30, 2025.

Signature:



Printed Name: Courtney Berthelot

Title: Underwriting Team Manager

EXHIBIT 5

State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois
PO Box 2356
Bloomington IL 61702-2356

AT2 H-26-2175-FAF3 F H W
001692 3200
WEST, NEIL S & LACY M
7 NW BRIARCREEK DR
LAWTON OK 73505-9537

POLICY NUMBER	36-CR-X405-8
HOMEOWNERS AVAILABLE COVERAGE NOTICE	
SEE RENEWAL DECLARATIONS	



IT IS IMPORTANT THAT YOU OCCASIONALLY REVIEW THE COVERAGE S AND LIMITS IN YOUR HOMEOWNERS POLICY TO BE CERTAIN YOUR NEEDS ARE BEING MET. THE FOLLOWING INFORMATION WILL ASSIST YOU IN THE REVIEW PROCESS.

THE COVERAGE LIMITS FOR COVERAGE A - DWELLING, COVERAGE B - PERSONAL PROPERTY, COVERAGE L - PERSONAL LIABILITY, AND COVERAGE M - MEDICAL PAYMENTS TO OTHERS ARE LISTED ON THE ACCOMPANYING RENEWAL DECLARATIONS. PLEASE REVIEW THESE LIMITS TO DETERMINE IF THEY ARE ADEQUATE IN THE EVENT OF A LOSS.

THE FOLLOWING IS A PARTIAL LIST OF THE OPTIONAL COVERAGES YOU HAVE NOT ADDED TO YOUR POLICY. THEY MAY BE AVAILABLE TO YOU FOR AN ADDITIONAL PREMIUM.

Back-Up of Sewer or Drain (for damage caused by water from outside the plumbing system which backs up through sewers or drains)

Business Property (for higher limits)

Business Pursuits Liability (for teachers, school administrators, sales persons, and clerical employees)

Child Care Liability (for those providing child care in their home)

Earthquake (for damage to buildings and personal property caused by an earthquake)

Firearms (for broadened coverage and higher limits)

Cyber Event, Identity Restoration, and Fraud Loss

Incidental Business Liability (for those with an incidental office, studio, or school in the home)

Jewelry and Furs (for broadened coverage and higher limits)

Loss Assessment (for neighborhoods with Homeowners Associations)

Nurses' Professional Liability (for those in the nursing profession)

Personal Injury (for your liability to others caused by certain acts of libel, slander, invasion of privacy, or false arrest)

Silverware/Goldware (for broadened coverage and higher limits)

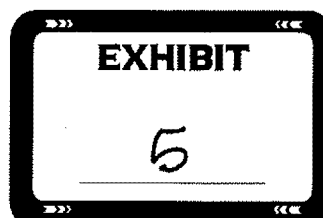
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Prepared NOV 09 2022

Agent
Telephone

NANCY HOLCOMB INS AGCY INC
(580) 536-5050

007727 420 I
N GA,GB,R3,EH



SFF&CC/West_000042

Adult Day Care Liability (for those providing adult day care in their home)

Energy Efficiency Upgrade (for replacing damaged heating unit, air conditioning unit, or water heater with equipment that is more energy efficient)

Home Rental (for those who rent out their home for more than 30 nights yearly)

Home Systems Protection (for covering the breakdown of permanently installed equipment)

Service Line (for the cost of repairing damaged underground utility lines)

Increased Personal Property (for higher limits above the standard policy limit, which is a percentage of your Coverage A-Dwelling amount)

01h8Z23a 03-31-2017

This notice contains only a general description of the coverages and is not a contract. All coverages are subject to the provisions in the policy itself. Should you have a need for any of these coverages or higher limits, contact your State Farm Agent to discuss details, cost and eligibility.

IMPORTANT INFORMATION ABOUT DAMAGE CAUSED BY FLOODING

This policy does not cover damage to your property caused by flooding. You may be eligible for such coverage through the National Flood Insurance Program ("NFIP"), if you live in a participating community. For more information, contact your State Farm® agent or visit floodsmart.gov.

SFF&CC/West_000043

State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois
PO Box 2356
Bloomington IL 61702-2356



H-26-2175-FAF3 F H W

WEST, NEIL S & LACY M
7 NW BRIARCREEK DR
LAWTON OK 73505-9537



ST-0206-0000

RENEWAL DECLARATIONS

AMOUNT DUE: None
Payment is due by TO BE PAID BY MORTGAGEE

Policy Number: 36-CR-X405-8

Policy Period: 12 Months
Effective Dates: DEC 29 2022 to DEC 29 2023
The policy period begins and ends at 12:01 am standard time at the residence premises.

Your State Farm Agent
NANCY HOLCOMB INS AGCY INC
20 NW 67TH ST STE B
LAWTON OK 73505-5632

Phone: (580) 536-5050

Homeowners Policy

Location of Residence Premises
7 NW BRIARCREEK DR
LAWTON OK 73505-9537

Construction: Masonry Veneer
Year Built: 1997

Roof Material: Composition Shingle
Roof Installation Year: 2019

Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

NOTICE: Information concerning changes in your policy language is included. Please call your agent with any questions. Coverage A has increased \$17,000.00 over last year. Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

PREMIUM

Annual Premium \$2,722.00

Your premium has already been adjusted by the following:

Home Alert Discount	Home/Auto Discount
Claim Record Discount	Loyal Customer

Total Premium \$2,722.00

Prepared NOV 09 2022
HQ-2000
007728 420 I
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Thanks for letting us serve you...

Page 1 of 4

(01F1000B) 04-04-2016

SFF&CC/West_000044

**NAMED INSURED**

WEST, NEIL S & LACY M

MORTGAGEE AND ADDITIONAL INTERESTS

Mortgagee
ROCKET MORTGAGE LLC
SACA
PO BOX 202070
FLORENCE SC 29502-2070

██████████ r:
██████████

SECTION I - PROPERTY COVERAGES AND LIMITS

Coverage	Limit of Liability
A Dwelling	\$ 309,000
Other Structures	\$ 30,900
B Personal Property	\$ 231,750
C Loss of Use	\$ 92,700
Additional Coverages	
Arson Reward	\$1,000
Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money	\$1,000
Debris Removal	Additional 5% available/\$1,000 tree debris
Fire Department Service Charge	\$500 per occurrence
Fuel Oil Release	\$10,000
Locks and Remote Devices	\$1,000
Trees, Shrubs, and Landscaping	5% of Coverage A amount/\$750 per item

SECTION II - LIABILITY COVERAGES AND LIMITS

Coverage	Limit of Liability
L Personal Liability (Each Occurrence)	\$ 100,000
Damage to the Property of Others	\$ 1,000
M Medical Payments to Others (Each Person)	\$ 1,000

INFLATION

Inflation Coverage Index: 308.7

DEDUCTIBLES

Section I Deductible	Deductible Amount
All Losses 1%	\$ 3,090

LOSS SETTLEMENT PROVISIONS

- A1 Replacement Cost - Similar Construction
B1 Limited Replacement Cost - Coverage B

NOV 09 2022

01F1081A

FORMS, OPTIONS, AND ENDORSEMENTS

HW-2136	Homeowners Policy
Option ID	Increase Dwlg up to \$61,800
Option OL	Ordinance/Law 10%/ \$30,900
Option JF	Jewelry and Furs \$1,500 Each
	Article/\$2,500 Aggregate
HO-2310.1	*Amendatory Endorsement
	*New Form Attached

ADDITIONAL MESSAGES

State Farm® works hard to offer you the best combination of price, service, and protection. The amount you pay for homeowners insurance is determined by many factors such as the coverages you have, the type of construction, the likelihood of future claims, and information from consumers reports.

Other limits and exclusions may apply - refer to your policy

Your policy consists of these Declarations, the Homeowners Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

Lynne M. Howell
Secretary

Michael J. Tipton
President



Your coverage amount....

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit at least equal to the estimated replacement cost of your home. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using information you provide about your home. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your home. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your home. Higher limits are available at higher premiums. Lower limits are also available, which if selected may make certain coverages unavailable to you. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your home.

NOV 09 2022

01/18/2024

HOMEOWNERS AMENDATORY ENDORSEMENT (Oklahoma)

This endorsement modifies insurance provided under the following: HOMEOWNERS POLICY

DEFINITIONS

Under the definition of "**business**", item d. is replaced by the following:

Business does not include:

- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power, if:
 - (1) the power generated is intended primarily for consumption on the **residence premises**; and
 - (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income; derived from sending excess power back to the electricity grid; or

The definition of "**occurrence**" is replaced by the following:

"**occurrence**", when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:

- a. **bodily injury**; or
- b. **property damage**;

during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous or repeated exposure to the same general conditions is considered to be one **occurrence**.

SECTION I – PROPERTY COVERAGES**COVERAGE A – DWELLING**

Item 3.c. is replaced by the following:

- c. systems and equipment used to generate electrical power, unless:
 - (1) the power generated is intended primarily for consumption on the **residence premises**; and
 - (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income; derived from sending excess power back to the electricity grid.

SECTION I – ADDITIONAL COVERAGES

The following is added to Volcanic Action:

When applicable, the following coverages apply to a loss covered by Volcanic Action:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and
- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the Declarations.

The following is added to Collapse:

When applicable, the following coverages apply to a loss covered by Collapse:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and
- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the Declarations.

The following is added to Fuel Oil Release:

When applicable, the following coverages apply to a loss covered by Fuel Oil Release:

- a. **COVERAGE C – LOSS OF USE**;
- b. **SECTION I – ADDITIONAL COVERAGES**; and
- c. **Option OL – Building Ordinance or Law**, only if this option is shown in the Declarations.

Any payments made for these coverages are included in, and not in addition to, the \$10,000 limit of insurance for Fuel Oil Release.

SECTION I – CONDITIONS

Under Mortgagee Clause, paragraph 10.c. is replaced by the following:

- c. If we cancel this policy, the mortgagee will be notified at least 10 days before the date cancellation takes effect.

SECTION II – LIABILITY COVERAGES**SECTION II – ADDITIONAL COVERAGES**

The following is added to Damage to Property of Others:

- d. Under **SECTION II – EXCLUSIONS**, exclusion 2.c. does not apply to the coverage provided by Damage to Property of Others.

SECTION II – EXCLUSIONS

Under **SECTION II – EXCLUSIONS**, 1.p. is replaced by the following:

- 1. Coverage L and Coverage M do not apply to:
 - p. **bodily injury or property damage** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power, unless:

- (1) the power generated is intended primarily for consumption on the *residence premises*; and
- (2) any resulting income is incidental, including but not limited to:
 - (a) utility bill credits; or
 - (b) incidental income;
derived from sending excess power back to the electricity grid.

Under SECTION II – EXCLUSIONS, 2.a. and 2.c. are replaced by the following:

2. Coverage L does not apply to:

a. liability:

- (1) for *your* share of any loss assessment charged against all members of any type of association of property owners; or
- (2) imposed on or assumed by any *insured* through any unwritten or written contract or agreement. This exclusion does not apply to:
 - (a) liability for damages that the *insured* would have in absence of the contract or agreement; or
 - (b) written contracts:
 - (i) that directly relate to the ownership, maintenance, or use of any *insured location*; or
 - (ii) when the liability of others is assumed by *you* prior to the *occurrence*;

unless excluded elsewhere in the policy;

c. *property damage* to property rented to, used or occupied by, or in the care, custody, or control of any *insured* at the time of the *occurrence*. This exclusion does not apply to *property damage* caused by:

- (1) fire;
- (2) smoke;
- (3) explosion;
- (4) abrupt and accidental damage from water; or
- (5) household pets, up to \$500 in excess of *your* security deposit;

SECTION I AND SECTION II – CONDITIONS

Under Cancellation, 5.b. is replaced by the following:

b. *We* may cancel this policy by providing notice to a named insured shown on the *Declarations*. The notice will provide the date cancellation is effective.

- (1) When *you* have not paid the premium, *we* may cancel at any time by providing notice at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to *us* or *our* agent or under any finance or credit plan.
- (2) When this policy has been in effect for less than 45 business days and is not a renewal with *us*, *we* may cancel for any reason. *We* may cancel by providing notice at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 45 business days or more, or at any time if it is a renewal with *us*, *we* may cancel for the following reasons:

- (a) discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
- (b) discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
- (c) a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
- (d) violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
- (e) a determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state; or
- (f) conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.

We may cancel this policy by providing notice at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, *we* may cancel for any reason at anniversary. *We* may cancel by providing notice at least 30 days before the date cancellation takes effect.

Nonrenewal is replaced by the following:

Nonrenewal. If *we* decide not to renew this policy, then, at least 30 days before the end of the current policy period, *we* will provide a nonrenewal notice to a named insured shown on the *Declarations*.

Joint and Individual Interests is replaced by the following:

Joint and Individual Interests. If *you* consists of more than one person or entity, then each acts for all to change or cancel this policy.

Electronic Delivery is deleted.

OPTIONAL POLICY PROVISIONS

Option ID is replaced by the following:

Option ID – Increased Dwelling Limit. *We* will settle losses to damaged *building structures* covered under **COVERAGE A – DWELLING** according to the **Loss Settlement Provision** shown in the *Declarations*.

1. If the amount *you* actually and necessarily spend to repair or replace the damaged *dwelling* exceeds the limit of liability shown in the *Declarations* for Coverage A – Dwelling, *we* will pay the additional amounts

not to exceed the Option ID limit shown in the *Declarations*.

2. If the amount *you* actually and necessarily spend to repair or replace damaged *building structures* covered under **COVERAGE A – DWELLING**, Other Structures exceeds the limit of liability shown in the *Declarations* for Other Structures, *we* will pay the additional amounts not to exceed 10% of the Option ID limit shown in the *Declarations*.

Report Increased Values. *You* must notify *us* within 90 days of the start of construction on any new *building structure* costing \$5,000 or more; or any additions to or remodeling of *building structures* that increase their values by \$5,000 or more. *You* must pay any additional premium due for the increased value. *We* will not pay more than the applicable limit of liability shown in the *Declarations* if *you* fail to notify *us* of the increased value within 90 days.

All other policy provisions apply.

HO-2310.1

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ST-0505-0000



PREMIUM DISCOUNT AVAILABLE FOR USE OF IMPACT-RESISTIVE ROOFING PRODUCTS

State Farm® offers a premium discount for homes that have qualified impact-resistive roofing materials.

Underwriters Laboratories (UL) and Factory Mutual (FM) are nationally recognized testing laboratories that develop safety standards and test products to verify they meet specific performance standards. Both UL and FM have developed testing standards that measure the impact resistance of various roofing materials. The roofing products tested by UL and FM are rated from Class 1 to Class 4, with Class 4 providing the greatest roofing protection.

State Farm offers a premium discount when qualified UL certified or FM approved Class 3 or Class 4 roofing materials have been installed on your home. The discount applies to both new and replacement roofs installed since May 1996 with UL certified products, and since July 2005 with FM approved products.

Discounts are not available for wood roofs, or roofs (other than qualifying metal roofs) that have been overlaid on to existing roofing. Discounts are also subject to limitations and may not be available on all UL or FM Class 3 and 4 impact-resistant roofing products.

Manufacturers continue to bring UL certified and FM approved roofing products to the consumer marketplace. You can visit our web site at <http://www.statefarm.com/insurance/other/roofinfo.asp> for a list of qualifying products in your state.

If you have any questions about the discounts available for installing an impact-resistive roof or to see if your roof qualifies, please contact your State Farm agent.

This discount program does not constitute an endorsement or any warranty of performance on the part of State Farm for any particular roofing product. Please research and determine what roofing material is best suited for your home, location and environmental conditions.

553-2634.1 (C)

(12/09)

553-4157

NOTICE TO POLICYHOLDER

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes that you requested before the "Date Prepared" on your Renewal Declarations are effective on the renewal date of this policy unless indicated otherwise by a separate endorsement, binder or Amended Declarations Page. Any coverage forms or endorsements included with your Renewal Declarations are effective on the renewal date of this policy.

Policy changes that you requested after the "Date Prepared" on your Renewal Declarations will be sent to you as an Amended Declarations Page or as an endorsement to your policy. You will be billed for any resulting premium increase later.

If you have acquired any valuable property items, made any improvements to your home, or have questions about your insurance coverage, please contact your State Farm® agent.

553-4157 (C)

(CONTINUED)

SFF&CC/West_000052

PREMIUM ADJUSTMENT

Insurance premiums have been adjusted and continue to reflect the expected cost of claims. Some policyholders will see their premiums increase while other policyholders may see their premiums decrease or stay the same. The amount your premium changed, if at all, depends on several factors including the expected claim experience in your area, the coverage you have, and any applicable discounts or charges.

The enclosed Renewal Declarations reflects your new premium.

State Farm® works hard to offer you the best combination of cost, protection, and service. We will continue doing our best to make the most effective use of your premium dollars and give you superior service when you need it.

If you have any questions about your premium, or policy coverages, please contact your State Farm agent.

553-4156

553-2798.1

IMPORTANT NOTICE ABOUT YOUR POLICY

With our Claim Record Rating Plan, your savings will typically increase the fewer claims you have and the longer you're insured with State Farm®. We adjust premiums based on the number of claims under the rating plan. Depending on your state, claims under the plan generally include those resulting in a paid loss and may include weather-related claims where permitted. In addition, any claims with your prior insurer resulting in property damage or injury may also influence your premium.

Our Loyal Customer Discount provides a premium discount based on the number of years that you have been with us.

For more information about whether the Claim Record Rating Plan applies in your state, the claims we consider for the plan, or whether the Loyal Customer Discount is in effect in your state, please contact your State Farm agent.

553-2798.1

EXHIBIT 6

IN THE DISTRICT COURT OF COMANCHE COUNTY
STATE OF OKLAHOMA

NEIL and LACY WEST,)
)
) Plaintiffs,)
) Case Number
vs.) CJ-2025-135
)
STATE FARM FIRE AND CASUALTY)
COMPANY and NANCY HOLCOMB)
INSURANCE AGENCY, INC.,)
)
) Defendants.)



* * * *

VIDEO DEPOSITION OF LACY MICHELLE WEST

Taken on behalf of the Defendants

on the 20th day of March, 2026

in Lawton, Oklahoma

* * * *

REPORTED BY: TAMARA WAGGONER, CSR

1 was about the accident, but I can't -- I can't say
2 that for certain.

3 Q Have you -- did you have any conversation
4 with Ms. Holcomb about acquiring insurance for your
5 new property?

6 A No.

7 Q So would it be fair to say that Ms. Holcomb
8 has not made any direct statements to you or
9 representations to you about the nature of the
10 insurance on your current house?

11 A That's correct.

12 Q And is that true for anyone in her office?
13 Have you talked with anyone in her office about the
14 policy that covers your current house on Briarcreek?

15 A No.

16 Q So no one at Ms. Holcomb's agency has made
17 any representations to you about the nature of that
18 policy; is that true?

19 A That is true.

20 Q Are you aware that in this lawsuit you have
21 sued not only State Farm but the Holcomb agency?

22 MR. SANDERS: Object to the form. You can
23 answer.

24 THE WITNESS: Yes.

25 Q (By Ms. Rother) Do you know why you've

1 sued the Holcomb agency?

2 A Yes.

3 Q And why is that?

4 A We believe that the current policy that we
5 have was not fully represented to us at the time of
6 its purchase. Our understanding was we were to
7 receive the same coverage at the new house that we
8 had had at the old house. We had no reason to
9 believe that that was any different than what we had
10 had before.

11 And even though we had prior claims, only one as
12 a married couple, so there's only one that I can
13 attest to, it was another storm damage claim and I
14 think that was in 2019. That was handled
15 fantastically, like we had no complaints. We felt
16 she was very thorough and supportive. So, you know
17 we, had no reason to believe that anything had
18 changed from that time until when we purchased the
19 new policy.

20 And subsequent events have shown us differently
21 and we feel like that she did not -- she did not
22 represent the true nature of the policy to us when
23 it was sold to us. We didn't -- we did not have the
24 knowledge that it would be anything than what we
25 thought we had prior.

1 But in our most recent dealings with State Farm,
2 we feel that she probably did have that knowledge
3 and it wasn't disclosed to us, and we feel like
4 she's -- yes, she's a representative of State Farm
5 but as we are her customers, she's also representing
6 us, and we don't feel like that she did that fairly
7 or justly.

8 Q And you've said we several times. Just to
9 make sure what you've just described to me is not
10 based on any conversation you've ever had with
11 Ms. Holcomb; is that true?

12 A Correct.

13 Q And instead your allegation is that -- I'm
14 not trying to put words in your mouth, so correct
15 this if it's wrong. That you don't think you got
16 the same coverage at your new house as the old
17 house, because when you made a claim for storm
18 damage under the policy for the new house State Farm
19 didn't pay it?

20 MR. SANDERS: Object to the form. You can
21 answer.

22 THE WITNESS: Yes.

23 Q (By Ms. Rother) And whereas they had paid
24 it in 2019; correct?

25 A Correct.

1 Q And you said you didn't realize there were
2 changes to the policy from 2019 to 2023. Can you
3 identify any changes to the policy?

4 MR. SANDERS: Object to the form. You can
5 answer.

6 THE WITNESS: Not that I can see on -- on
7 the documentation provided to us. The evidence to
8 me personally is mostly in regard to our dealings
9 with State Farm on -- on the current claim.

10 Q (By Ms. Rother) And that is that
11 State Farm has taken the position that the damage
12 that you all claim is hail damage, State Farm says
13 it's not hail damage; correct?

14 MR. SANDERS: Object to the form.

15 THE WITNESS: Correct. But they -- I found
16 it very odd that they will admit to some damage, to
17 the gutters, to the fence, to the screens, soft
18 metals of the house, but miraculously there's no
19 hail damage to the roof.

20 That on its own to me raises a lot of questions,
21 particularly after we had had, I don't know,
22 several, a few, I know of two for sure, what I would
23 consider experts to come out and say, yes, you
24 definitely have roof damage. They are -- they still
25 maintain that we do not have hail damage on our

1 would have been provided?

2 A I know we produced the declarations pages

3 --

4 Q Yes.

5 A -- for particular years.

6 Q Uh-huh.

7 A I don't recall if we produced anything
8 else.

9 Q Have you read your insurance policy?

10 A No.

11 Q And you indicated when you were talking
12 about why you think Ms. Holcomb has some
13 responsibility here, that you thought that the
14 policy was different or the coverage was different
15 between 2019 and 2023. Did you do anything to
16 compare the policies?

17 A No.

18 Q Did you call Ms. Holcomb and ask her if the
19 coverages were different?

20 MR. SANDERS: Form. You can answer.

21 THE WITNESS: I did not.

22 Q (By Ms. Rother) So any questions about
23 why State Farm paid the claim in 2019 and not in
24 2023, if they occurred it would have been Mr. West
25 and not you?

1 Q (By Ms. Rother) And you don't have any
2 concerns or complaints about the amount of
3 replacement cost coverage available on your house?

4 MR. SANDERS: Form.

5 THE WITNESS: No. I don't even know what
6 it is. My understanding was he tried to set up the
7 same type of policy that we had had in the previous
8 house.

9 Q (By Ms. Rother) Do you remember how much
10 you paid for the house on Briarcrest? Is it
11 Briarcrest or Creek?

12 A Creek.

13 Q Okay. Sorry.

14 A That's okay.

15 Q I used to live on a street over from
16 Briarcrest and I keep doing that. So Briarcreek.

17 A So what was the question?

18 Q How much you paid for it when you bought
19 it?

20 A 260,000.

21 Q Okay. And will you put Exhibit 1 back in
22 front of you --

23 A Yes.

24 Q -- which is the policy. And turn to the
25 back where the dec pages are. So it's Page 44 and

1 45. Do you see on 45 the Coverage, A Dwelling,
2 under coverages is 309,000. Do you see that?

3 A Yes.

4 Q And I believe that the contract estimates
5 we've seen for the damage that you all claim exists
6 to your house that State Farm hasn't paid, is about
7 50,000; right?

8 A Yes.

9 MR. SANDERS: Form.

10 Q (By Ms. Rother) So at least you have
11 enough coverage in place to cover the damage for
12 which you believe State Farm owes you; true?

13 MR. SANDERS: Form.

14 THE WITNESS: Yes.

15 Q (By Ms. Rother) And, again, just to save
16 time and eliminate questions, to be clear, you
17 weren't involved in the process of selecting the
18 amount of coverage that would be on the house on
19 Briarcreek; true?

20 A Correct.

21 Q And you weren't involved in the application
22 process for coverage on the house; correct?

23 A Correct.

24 Q Tell me about the decision to have your
25 property evaluated to decide whether you needed to

1 Q (By Ms. Rother) Ms. West, one of the
2 questions that I ask at these deposition and I
3 talked with Mr. West about, was the -- what damage
4 you claim you've suffered as a result of any conduct
5 by State Farm or Ms. West -- I'm sorry, Ms. Holcomb.

6 But I want to start with, are you claiming that
7 the damages that were caused by Ms. Holcomb are any
8 different than what was caused by State Farm? In
9 other words, has she separately caused you any kind
10 of financial injury?

11 MR. SANDERS: Form.

12 THE WITNESS: We feel that they're the
13 same.

14 Q (By Ms. Rother) Okay. And then we ask in
15 written discovery for a summary or an explanation of
16 what you think State Farm did that was bad faith,
17 how you've been damaged, and we got a interrogatory
18 answer and then a supplemental interrogatory answer,
19 which I think is Exhibit 34.

20 So go to Page -- well, first of all, look at the
21 last page of the Exhibit 34. And is that your
22 signature along with Mr. West's signature?

23 A Yes.

24 Q Those actually look a lot like the same
25 writing. Did somebody sign it for both of you?

1 Q So looking at Page 6, there are probably --
2 going on over to -- through Page 9, there are
3 extensive and detailed allegations about a purported
4 wind, hail focus initiative by State Farm,
5 State Farm's internal definitions of hail damage,
6 testimony by former employees. You saw that; right?

7 A Yes.

8 Q Okay. What factual information do you have
9 to support what is in Pages 6 through 10, which is
10 the State Farm specific information?

11 MR. SANDERS: Form. You can answer.

12 THE WITNESS: The only factual knowledge I
13 have is that it does -- given our prior experience
14 with State Farm and our current experience, this
15 seems to go hand in hand with what we're
16 experiencing right now. And, yeah, that's really
17 all I can attest to.

18 Q (By Ms. Rother) So because your claim was
19 paid in 2019 but was not -- your claim for total
20 roof was paid in 2019, but your claim for a total
21 roof replacement in 2023 was not paid, that's
22 consistent in your view with the change in approach
23 or philosophy that is the scheme described in this
24 document; is that what you're saying?

25 A Yes.

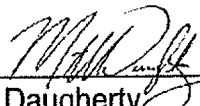
EXHIBIT 7

Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Fire and Casualty Company.

I certify that the attached documents represent a true and accurate record of the terms and conditions of Policy Number 36-CR-X405-8 including any endorsements, if applicable, for the policy term(s) 12/29/2022 to 12/29/2023 and insuring WEST, NEIL S & LACY M based on available records.

The policy was in effect on the loss date of 06/15/2023.



Mitchell Daugherty
Underwriting Team Manager
Date: 03/17/2025





This policy is one of the broadest forms available today, and provides you with outstanding value for your insurance dollars. However, we want to point out that every policy contains limitations and exclusions. Please read your policy carefully, especially "Losses Not Insured" and all exclusions.

State Farm® Homeowners Policy

Oklahoma
HW-2136

HOMEOWNERS POLICY

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HW-2136

SFF&CC/West_000003

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HOMEOWNERS POLICY AGREEMENT

We agree to provide the insurance described in this policy:

1. based on **your** payment of premium, in a form acceptable to **us**, for the coverages **you** chose;
2. based on **your** compliance with all applicable provisions of this policy; and
3. based on the information **you** have given **us** and **your** statements in this agreement.

You agree, by acceptance of this policy, that:

1. **you** will pay premiums when due and comply with the provisions of this policy;
2. the statements in this agreement are **your** statements and are true;

3. **we** insure **you** on the basis **your** statements are true; and
4. this policy contains all of the agreements between **you** and **us** and any of **our** agents.

Unless otherwise indicated in the application, **you** state that during the five years preceding the time of **your** application for this insurance **you** have not had any losses, insured or not.

When **you** request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, **we** may adjust the premium in accordance with the change during the policy period and **you** must pay any additional premium due within the time **we** specify.

DEFINITIONS

We define the following words and phrases for use throughout this policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases. Defined words and phrases are printed in bold italics.

1. **"actual cash value"** means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, all components of this estimated cost including, but not limited to:
 - a. materials, including any tax;
 - b. labor, including any tax; and
 - c. overhead and profit;are subject to depreciation.

The depreciation deduction may include such considerations as:

- a. age;
- b. condition;
- c. reduction in useful life;
- d. obsolescence; and
- e. any pre-loss damage including wear, tear, or deterioration;

of the damaged part of the property.

2. **"bodily injury"** means physical injury, sickness, or disease to a person. This includes required care, loss of services, and death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person;
- b. the actual or alleged exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person; or
- c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.

3. **"building structure"** means a structure fully enclosed with permanent walls and a roof. A permanent wall or roof does not include any kind of temporary materials including but not limited to tarps, plastic sheeting, or other similar material. A structure that is otherwise fully enclosed with permanent walls and a roof, that is undergoing repairs due to a recent **loss insured**, using materials such as tarps, plastic sheeting, or other similar material, is still considered a **building structure**.

A **building structure** includes:

- a. the foundation supporting the structure, including:
 - (1) slabs;
 - (2) basement walls;
 - (3) crawl space walls;
 - (4) footings; and
 - (5) gravel, stone, or sand, used as fill material and located not more than 12 inches directly below a slab described in item a.(1), including water supply lines, domestic water pipes, and sewer pipes located within this fill material; and
 - b. wall-to-wall carpeting attached to the structure.
4. "**business**" means any full-time or part-time activity, trade, profession, employment, or occupation or a commercial, mercantile, or industrial undertaking of an economic nature. It does not matter whether it is continuous or regular, is a secondary or supplemental source of income, or is an **insured's** principal means of livelihood. Profit and profit motive are irrelevant.

Business does not include:

- a. volunteer activities for a not-for-profit or non-profit organization or public agency for which no money is received other than payment of expenses;
- b. incidental and infrequent personal economic activity such as a hobby, garage or yard sale, or traditional farm activities when the farm products are intended only for the personal use of the **insured**;
- c. any occasional or part-time self-employed activity by a person under 19 years of age that involves no employees or subcontracted independent contractors and is a type of activity normally performed by persons under 19 years of age, including but not limited to, child care, lawn mowing, or paper delivery;
- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power up to but not exceeding 125 percent of

the actual electrical power usage by the **residence premises** in the 12-month period prior to the date of the loss; or

- e. ownership of the **residence premises** by the person or organization shown in the **Declarations** as Additional Insured.
5. "**Declarations**" means the policy **Declarations**, any amended **Declarations**, the most recent renewal **Declarations**, an Evidence of Insurance form, or any endorsement changing any of these.
6. "**diminution in value**" means any reduction in the value of any covered property prior to or following repair or replacement as compared to the value of that property immediately before the loss.
7. "**dwelling**" means the **building structure** on the **residence premises** used as the primary private residence and includes structures attached to the **dwelling**.
8. "**fungus**" means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents, or byproducts produced or released by fungi.
9. "**insured**" means:
- a. **you**;
 - b. **your relatives**; and
 - c. any other person under the age of 21 in the care of a person described above.
- Under Section II, **insured** also means:
- d. the person or organization legally responsible for animals or watercraft to which this policy applies. However, the animal or watercraft must be owned by **you** or a person included in 9.b. or 9.c. above. A person or organization using or having custody of these animals or watercraft in the course of a **business**, or without permission of the owner, is not an **insured**; and
 - e. with respect to any vehicle to which this policy applies, any person while engaged in **your** employment or the employment of a person included in 9.b. or 9.c. above.
10. "**insured location**" means:
- a. the **residence premises**;

- b. the part of any other premises, other structures, and grounds used by *you* as a residence. This includes premises, structures, and grounds *you* acquire while this policy is in effect for *your* use as a residence;
 - c. any premises used by *you* in connection with the premises included in 10.a. or 10.b. above;
 - d. any part of a premises not owned by an *insured* but where an *insured* is temporarily residing;
 - e. land owned by or rented to an *insured* on which a one or two family dwelling is being constructed as a residence for an *insured*;
 - f. individual or family cemetery plots or burial vaults owned by an *insured*;
 - g. any part of a premises occasionally rented to an *insured* for purposes other than *business*;
 - h. vacant land owned by or rented to an *insured*. For the purposes of this definition, vacant land does not include:
 - (1) farm land;
 - (2) land containing a residence; or
 - (3) land containing fences, corrals, boat docks, tool sheds, barns, grain bins, and similar structures, unless they are used solely for the personal use of the *insured*; or
 - i. farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.
11. **"loss insured"** means a loss as described under SECTION I – LOSSES INSURED, COVERAGE A – DWELLING and SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY.
12. **"motor vehicle"**, when used in Section II of this policy, means:
- a. a land *motor vehicle* designed for travel on public roads or subject to motor vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - c. a "recreational or utility vehicle" while off an *insured location*. "Recreational or utility vehicle" means a motorized vehicle designed for recreation or utility purposes, used principally off public roads, and that is owned or leased by an *insured*. This includes, but is not limited to, a motorized all-terrain vehicle, side-by-side vehicle, utility work vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike, and personal assistive mobility device. "Leased" does not include temporary rental;
 - d. a "locomotive" while off an *insured location*. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an *insured*. "Leased" does not include temporary rental;
 - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle, or road building vehicle that is owned or leased by an *insured* while off an *insured location*. "Leased" does not include temporary rental; and
 - f. any vehicle while being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above.
- The following are not *motor vehicles*:
- a. a boat, camper, home, or utility trailer not being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above;
 - b. a motorized land vehicle in storage on an *insured location* not intended to be operated for an extended period of time and rendered inoperable by placing the vehicle on blocks or removing parts essential for its operation;
 - c. a motorized golf cart while used for golfing purposes;
 - d. a motorized vehicle or trailer designed to assist persons with disabilities that is not designed for travel on public roads or subject to motor vehicle registration; or

- e. a commercially manufactured two, three, or four wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.
13. **"occurrence"**, when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:
- a. **bodily injury**; or
 - b. **property damage**;
- during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.
14. **"property damage"** means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not **property damage**.
15. **"relative"** means any person related to **you** by:
- a. blood;
 - b. adoption;
 - c. marriage; or
 - d. civil union, domestic partnership, or other substantially similar legal relationship that is recognized and valid in the state where, and at the time when, the legal relationship was established;
- and who resides primarily with **you**.
16. **"residence employee"** means an employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm under an agreement between an **insured** and the labor leasing firm, who performs duties, including household or domestic services, in connection with the maintenance or use of the **residence premises**. This includes employees who perform similar duties elsewhere for **you**. This does not include employees while performing duties in connection with the **business** of an **insured**.
17. **"residence premises"** means:
- a. the one, two, three, or four family dwelling, other structures and grounds; or
 - b. that part of any other **building structure**; where **you** reside and which is shown in the **Declarations**.
18. **"State Farm Companies"** means one or more of the following:
- a. State Farm Mutual Automobile Insurance Company;
 - b. State Farm Fire and Casualty Company; and
 - c. subsidiaries or affiliates of either 18.a. or 18.b. above.
19. **"vacant dwelling"** means:
- a. a dwelling:
 - (1) that has not been occupied as a residence for more than 30 consecutive days immediately before the loss; and
 - (2) where a predominant amount of personal property has been removed or is absent such that the dwelling is not functional as a habitual place of residence.

A dwelling will be considered occupied only if it is being used as a habitual place of residence with **your** knowledge and approval.
 - b. A dwelling that is under active construction will not be considered a **vacant dwelling**. A dwelling is under active construction when it is:
 - (1) being built as a new structure;
 - (2) being repaired due to damage otherwise covered by this policy; or
 - (3) undergoing substantial improvements, renovations, remodeling, or modifications;

and the construction results in substantial continuing activities by persons associated with the construction project at the premises during the relevant time periods.
20. **"we", "us", and "our"** mean the Company shown in the **Declarations**.
21. **"you" and "your"** mean the person or persons shown as "Named Insured" in the **Declarations**. If a "Named Insured" shown in the **Declarations** is a human being, then **you** and **your** include:
- a. a spouse of a "Named Insured";

- b. a party to a civil union with a "Named Insured";
- c. a domestic partner of a "Named Insured"; or
- d. a person in a substantially similar legal relationship with a "Named Insured";

if such relationship is recognized and valid in the state where, and at the time when, the legal relationship was established, so long as the person in the above relationship resides primarily with that "Named Insured".

DEDUCTIBLE

In case of loss under this policy, **we** will pay, subject to specified policy limits, only that part of the amount of the loss that exceeds the deductible amount shown in the

Declarations. Deductibles will be applied per occurrence. Deductibles apply to specific losses as described in this policy.

SECTION I – PROPERTY COVERAGES

COVERAGE A – DWELLING

1. **Dwelling.** **We** cover the *dwelling* and materials and supplies located on or adjacent to the *residence premises* for use in the construction, alteration, or repair of the *dwelling* or other structures on the *residence premises*.
2. **Other Structures.** **We** cover other structures on the *residence premises*, separated from the *dwelling* by clear space. Structures connected to the *dwelling* by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- a. not permanently attached to or otherwise forming a part of the realty;
- b. used either completely or in part for *business* purposes unless such use consists solely of office space for paperwork, computer work, or use of a telephone, and consists solely of activities that are:
 - (1) duties of the *insured's* employment by another; and
 - (2) performed solely by the *insured*; or
- c. rented or held for rental unless:
 - (1) rented to a person who is a tenant of the *dwelling*;
 - (2) rented for use solely as a private garage; or
 - (3) rented either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss.

3. Property Not Covered. **We** do not cover:

- a. land, including the land necessary to support any Coverage A property. **We** also do not cover:
 - (1) any costs required to replace, rebuild, stabilize, or otherwise restore the land; or
 - (2) the costs of repair techniques designed to compensate for or prevent land instability to any property, whether or not insured under Coverage A;
- b. trees, shrubs, live or artificial plants, lawns, or artificial grass, except as provided in SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping; or
- c. systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the *residence premises* in the 12-month period prior to the date of the loss.

COVERAGE B – PERSONAL PROPERTY

1. Property Covered.

- a. **We** cover personal property owned or used by an *insured* while it is anywhere in the world. This includes structures not permanently attached to or otherwise forming a part of the realty. At *your* request, **we** will cover personal property:
 - (1) owned by others while the property is on the part of the *residence premises* occupied exclusively by an *insured*;
 - (2) owned by a guest or a *residence employee*, while the property is in any other residence occupied by an *insured*; and

- (3) owned by roomers, boarders, tenants, and other residents, any of whom are related to you.
- b. We cover personal property usually located at an *insured's* residence, other than the *residence premises*, for up to \$1,000 or 10% of the Coverage B limit, whichever is greater. This limitation does not apply to personal property:
 - (1) in a newly acquired principal residence for the first 30 days after you start moving the property there. If the *residence premises* is a newly acquired principal residence, personal property in your immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy; and
 - (2) of a student who is an *insured* while located at a residence away from the *residence premises*.

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins, and medals, including any of these that are a part of a collection, bank notes, bullion, gold other than goldware, silver other than silverware, and platinum;
 - b. \$1,500 on property used or intended for use in a *business*, including merchandise held as samples or for sale or for delivery after sale, while on the *residence premises*. This coverage is limited to \$750 on such property away from the *residence premises*.
Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage, and is addressed in item c. below;
 - c. \$10,000 on electronic data processing system equipment used or intended for use in a *business*, including but not limited to computers, tablets, mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices;
 - d. \$1,500 on securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, and tickets;
 - e. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings, and equipment;
 - f. \$1,500 on trailers not used with watercraft;
 - g. \$2,500 on stamps, trading cards, and comic books, including any of these that are a part of a collection;
 - h. \$2,500 for loss by theft of firearms;
 - i. \$2,500 for loss by theft of silverware and goldware;
 - j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging, or other similar article;
 - k. \$1,000 on commercially manufactured two, three, or four wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include such conveyances that are:
 - (1) designed for assisting persons with disabilities;
 - (2) not designed for travel on public roads; and
 - (3) not subject to motor vehicle registration; and
 - l. \$1,000 for loss by theft of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones.
2. **Property Not Covered.** We do not cover:
- a. articles separately described and specifically insured in this or any other insurance;

- b. animals, birds, or fish;
- c. any engine-propelled or motor-propelled vehicle or machine, including parts, designed for movement on land, except as provided in **Special Limits of Liability**, item k. However, *we* do cover those vehicles or machines:
 - (1) that are:
 - (a) not designed for travel on public roads; and
 - (b) not subject to motor vehicle registration;
 - (2) and that are:
 - (a) used primarily to service the *insured location*; or
 - (b) designed for assisting persons with disabilities;
- d. any electronic equipment, devices, or accessories designed for the recording, reproduction, or storage of audio, video, photos, or other data that is permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or hard-wired directly to the vehicle's electrical system. *We* also do not cover removable products that may be used with the equipment or devices described above, including but not limited to tapes, discs, videos, or memory cards while in an engine-propelled or motor-propelled vehicle;
- e. aircraft and parts. This does not apply to unmanned aircraft systems used as model aircraft and operated solely for recreational or hobby purposes;
- f. property of roomers, boarders, tenants, and other residents not related to *you*;
- g. property regularly rented or held for rental to others by an *insured*. This does not apply to property of an *insured*:
 - (1) in a sleeping room when the *dwelling* is rented in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or
 - (2) on the *residence premises* if it is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;
- h. property rented or held for rental to others away from the *residence premises*;
- i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas, and all other similar equipment that is permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or that is hard-wired directly to the vehicle's electrical system;
- j. books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems, or other records. This does not apply to any recording or storage media for electronic data processing. *We* will cover the cost of blank books, cards, or other blank material plus the cost of labor *you* incur for transcribing or copying such records;
- k. recording or storage media for electronic data processing that cannot be replaced with property of like kind and quality on the current retail market;
- l. purchased or created audio, video, photos, or other data that cannot be replaced with like kind and quality on the current retail market and that is transferred or downloaded onto mobile communication equipment, global positioning systems, or electronic devices designed for the recording, reproduction, or storage of audio, video, photos, or other data;
- m. contraband, or any property used in the course of illegal consumption, possession, import, export, or trade;
- n. outdoor hardscape property used for aesthetic purposes except as provided in **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**; or
- o. electronic currency, digital currency, virtual currency, crypto-currency, and other similar mediums of exchange.

COVERAGE C – LOSS OF USE

The most *we* will pay for the sum of all losses combined under **Additional Living Expense**, **Fair Rental Value**, and **Prohibited Use** is the limit of liability shown in the *Declarations* for Coverage C – Loss of Use.

1. **Additional Living Expense.** When a *loss insured* causes the *residence premises* to become uninhabitable, *we* will pay the reasonable and necessary increase in cost incurred by an *insured* to maintain their normal standard of living for up to 24 months. *Our* payment is limited to incurred costs for the shortest of:
 - a. the time required to repair or replace the premises;
 - b. the time required for *your* household to settle elsewhere; or
 - c. 24 months.

This period of time is not limited by the expiration of this policy.

We will not pay more than the limit of liability shown in the *Declarations* for Coverage C – Loss of Use. Any normal expenses that are reduced or discontinued due to a *loss insured* will be subtracted from any amount owed.

2. **Fair Rental Value.** When a *loss insured* causes that part of the *residence premises* rented to others or held for rental by *you* to become uninhabitable, *we* will pay its fair rental value. Payment will be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by the expiration of this policy. Fair rental value will not include any expense that does not continue while that part of the *residence premises* rented or held for rental is uninhabitable.
3. **Prohibited Use.** *We* will pay Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits *your* use of the *residence premises*, provided that:
 - a. direct physical damage occurs to any property, other than covered property located on the *residence premises*, arising from a cause of loss that would be a *loss insured* under this policy

if the damage had occurred to property on the *residence premises*;

- b. the *residence premises* is within one mile of property damaged by a cause of loss identified in 3.a. above; and
- c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
 - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
 - (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We will not pay for loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

1. **Debris Removal.** *We* will pay the reasonable expenses *you* incur in the removal of debris of covered property damaged by a *loss insured*. This expense is included in the limit applying to the damaged property. The following coverages and limits also apply:
 - a. When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping.**
 - b. *We* will also pay up to \$1,000 total for each loss to cover the reasonable expenses *you* incur in the removal of tree debris and stumps from the *residence premises*, unless otherwise excluded. This coverage applies when:
 - (1) the tree has caused a *loss insured* to Coverage A property; or

- (2) the tree debris felled by windstorm, hail, or weight of snow or ice blocks:
 - (a) the driveway, on the *residence premises*, and prevents land *motor vehicle* access to or from the *dwelling*; or
 - (b) a ramp designed to assist persons with disabilities, on the *residence premises*, and prevents access to or from a *building structure*.
- 2. **Temporary Repairs.** If damage is caused by a *loss insured*, we will pay the reasonable and necessary cost *you* incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.
- 3. **Trees, Shrubs, and Landscaping.** We will pay for accidental direct physical loss to outdoor:
 - a. trees, shrubs, live or artificial plants, and lawns;
 - b. artificial grass; and
 - c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the *residence premises*, caused by the following perils: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the *residence premises*), Vandalism or malicious mischief, or Theft.

The limit for this coverage, including the removal of debris, will not exceed 5% of the amount shown in the *Declarations* for **COVERAGE A – DWELLING**. We will not pay more than \$750 for any one outdoor tree, shrub, plant, or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. We will not pay for any loss to property grown for *business* purposes.
- 4. **Fire Department Service Charge.** We will pay up to \$500 per occurrence for fire department charges incurred when the fire department is called to save or protect Coverage A property from fire, lightning, or explosion. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
- 5. **Property Removed.** We will pay for any accidental direct physical loss to covered property while being removed from a premises endangered by a *loss insured*. This coverage also applies to the property

for up to 30 days while removed. We will also pay for reasonable expenses incurred by *you* for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

- 6. **Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money.**
 - a. We will pay up to \$1,000 for:
 - (1) the legal obligation of an *insured* to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an *insured's* name. If an *insured* has not complied with all terms and conditions under which the cards are issued, we will not pay for use by an *insured* or anyone else;
 - (2) loss to an *insured* caused by forgery or alteration of any check or negotiable instrument; and
 - (3) loss to an *insured* through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

We will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.
 - b. We will not pay for loss arising out of *business* pursuits or dishonesty of an *insured*.
 - c. **Defense:**
 - (1) We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend claims or suits ends when the amount we pay for the loss equals our limit of liability.
 - (2) If claim is made or a suit is brought against an *insured* for liability under the Credit Card or Bank Fund Transfer Card coverage, we will provide a defense. This defense is at our expense by counsel of our choice.
 - (3) We have the option to defend at our expense an *insured* or an *insured's* bank

against any suit for the enforcement of payment under the Forgery coverage.

7. **Power Interruption.** We will pay for accidental direct physical loss caused directly or indirectly by a change of temperature that results from power interruption that takes place on the *residence premises*. The power interruption must be caused by a *loss insured* occurring on the *residence premises*. The power lines off the *residence premises* must remain energized. This coverage does not increase the limit applying to the damaged property.
8. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the *residence premises* for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to *you*, all reasonable means must be used to protect the property insured from further damage or this coverage is void. Power failure or mechanical failure does not include:
- a. removal of a plug from an electrical outlet; or
 - b. turning off an electrical switch unless caused by a *loss insured*.
- This coverage does not increase the limit applying to the damaged property.
9. **Arson Reward.** We will pay \$1,000 for information that leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information.
10. **Volcanic Action.** We will pay for accidental direct physical loss to a covered *building structure* or covered property contained in a *building structure* resulting from the eruption of a volcano when the loss is directly and immediately caused by:
- a. airborne volcanic shock waves;
 - b. ash, dust, or particulate matter; or
 - c. lava flow.

We will also pay for the removal of that ash, dust, or particulate matter that has caused accidental direct physical loss to a covered *building structure* or covered property contained in a *building structure*.

All volcanic eruptions that occur within any 168-hour period will be considered one volcanic eruption.

This coverage does not increase the limit applying to the damaged property.

11. **Collapse.** We will pay for accidental direct physical loss to covered property involving the abrupt, entire collapse of a *building structure* or any part of a *building structure*.
- a. Collapse means the abrupt and entire falling down, caving in, or falling into pieces of a *building structure* or any part of a *building structure*. Collapse does not include any of the following:
 - (1) settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending;
 - (2) substantial structural impairment;
 - (3) imminent or threatened collapse;
 - (4) a *building structure* or any part of a *building structure* that is in danger of falling down or caving in; or
 - (5) a part of a *building structure* that is standing even if:
 - (a) it has separated from another part of the *building structure*; or
 - (b) it shows evidence of settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending.
 - b. The collapse must be directly and immediately caused by one or more of the following:
 - (1) perils described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**. These perils apply to *building structures* covered under Coverage A or Coverage B for loss insured by this Additional Coverage;
 - (2) decay or deterioration of, or damage from animals, birds, or insects to:
 - (a) a connector; or
 - (b) a structural member of a *building structure*;

The decay, deterioration, or damage must be hidden from view and unknown to all **insureds** prior to the collapse;

- (3) weight of contents, equipment, animals, or people;
- (4) weight of ice, snow, sleet, or rain that collects on a roof, porch, or deck; or
- (5) use of defective material or methods in the construction (includes remodeling or renovation) of the **building structure**, if the collapse occurs during the course of the construction of the **building structure**.

Loss to awnings, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations (including slabs, basement walls, and crawl space walls), retaining walls, bulkheads, piers, wharfs, docks, trellises, or antennas and their supporting structures is not included under items (2), (3), and (4) immediately above unless the loss is the direct and immediate result of the collapse of a **building structure** or any part of a **building structure**.

This coverage does not increase the limit applying to the damaged property.

12. **Locks and Remote Devices.** **We** will pay up to \$1,000 for each loss for the reasonable expenses **you** incur to rekey, replace, recode, program, or re-program locks on exterior doors to the **dwelling** or other structures located on the **residence premises** when the keys or remote devices used with those doors are part of a covered theft loss. This coverage includes remote devices designed solely for locking, unlocking, opening, or closing doors, including garage doors and gates.

No deductible applies to this coverage.

13. **Fuel Oil Release.** **We** will pay up to \$10,000 for each loss for accidental direct physical loss to covered property caused by the abrupt and accidental escape of liquid fuel oil from a fixed household tank, apparatus, or pipes that are part of a heating unit for the **dwelling**. This includes damage to covered property resulting from an accidental spill or overflow of fuel oil in the course of filling a fixed household tank.

This coverage includes surface clean up only. **We** will not pay for:

- a. the cost to repair or replace the fuel oil tank, apparatus, and pipes; or
- b. the cost of testing, monitoring, removing, treating, or detoxifying of soil, air, or water.

This coverage does not increase the limit applying to the damaged property.

14. **Tear Out.** If a **loss insured** to Coverage A property is caused by water, steam, or sewage escaping from a system or appliance, **we** will also pay the reasonable cost **you** incur to tear out and replace only that particular part of the **building structure** necessary to gain access to the specific point of that system or appliance from which the water, steam, or sewage escaped. **We** will not pay for the cost of repairing or replacing the system or appliance itself. This coverage does not increase the limit applying to Coverage A property.

15. **Home Certification.** If damage to covered property is caused by a **loss insured**, **we** will pay the reasonable increase in cost to repair or replace only the damaged property to maintain the **dwelling's** FORTIFIED HOME or FORTIFIED FOR SAFER LIVING certification in place at the time of the loss. This coverage does not increase the limit applying to the damaged property.

We will not pay:

- a. any increase in cost until the repair or replacement of the property is complete; or
- b. for increased costs resulting from enforcement of any ordinance or law regulating the construction or repair of the **dwelling** except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law**.

This coverage does not apply if Loss Settlement provision A2 – Replacement Cost Loss Settlement – Common Construction is shown in the **Declarations**.

INFLATION COVERAGE

The limits of liability shown in the **Declarations** for Coverage A, Coverage B, and when applicable, Option ID will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the limits of liability for Coverage A, Coverage B, and Option ID separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy the Coverage A limit of liability is changed at **your** request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I – LOSSES INSURED

COVERAGE A – DWELLING

We will pay for accidental direct physical loss to the property described in Coverage A, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and we will not pay for, any **diminution in value**.

COVERAGE B – PERSONAL PROPERTY

We will pay for accidental direct physical loss to the property described in Coverage B caused by the following perils, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and we will not pay for, any **diminution in value**.

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril does not include loss to property contained in a structure caused by rain, snow, sleet, sand, or dust. This limitation does not apply when the direct force of wind or hail damages the structure causing an opening in a roof or wall and the rain, snow, sleet, sand, or dust enters through this opening.

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a **building structure**.
3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**, meaning accidental direct physical loss to covered property caused by the weight, force, power, or movement of a vehicle.
 - a. This includes:
 - (1) the impact of a vehicle;
 - (2) an object propelled from the tire or body of a vehicle;
 - (3) the upset or collision of a vehicle with a stationary object or other vehicle, including damage to personal property carried on the exterior of the vehicle; or
 - (4) a vehicle door or trunk lid being closed on personal property.
 - b. This peril does not include loss:
 - (1) to personal property that falls off a vehicle and strikes the ground, any other surface, or any object;
 - (2) caused by shifting of the load being carried in or on a vehicle; or
 - (3) to the vehicle itself unless the vehicle is property covered under **COVERAGE B – PERSONAL PROPERTY** and the loss is caused by the weight, force, power, or movement of another vehicle.
7. **Smoke**, meaning abrupt and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or malicious mischief**, meaning only willful and malicious damage to or destruction of property.
9. **Theft**, including attempted theft and loss of property from a known location when it is probable that the property has been stolen.

This peril does not include:
 - a. loss of a precious or semi-precious stone from its setting;
 - b. loss caused by theft;

- (1) committed by an *insured* or by any other person regularly residing on the *insured location*. Property of a student who is an *insured* is covered while located at a residence away from the *residence premises*, if the theft is committed by a person who is not an *insured*;
 - (2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or
 - (3) from the part of a *residence premises* rented to others:
 - (a) caused by a tenant, members of the tenant's household, or the tenant's employees unless the *residence premises* is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;
 - (b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins, and medals;
 - (c) of securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets, and stamps; or
 - (d) of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones; or
- c. loss caused by theft that occurs away from the *residence premises* of:
- (1) property while at any other residence owned, rented to, or occupied by an *insured*, except while an *insured* is temporarily residing there. Property of a student who is an *insured* is covered while at a residence away from the *residence premises*;
 - (2) watercraft of all types, including their furnishings, equipment, and outboard motors; or
 - (3) trailers and campers designed to be pulled by or carried on a vehicle.
- If the *residence premises* is a newly acquired principal residence, property in the immediate past principal residence will not be considered property away from the *residence premises* for the first 30 days after the inception of this policy.
10. **Falling objects.** This peril does not include loss to property contained in a structure unless the roof or an exterior wall of the structure is first damaged by a falling object. Damage to the falling object itself is not included.
 11. **Weight of ice, snow, or sleet** that causes damage to property contained in a structure.
 12. **Abrupt and accidental discharge or overflow** of water, steam, or sewage from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or from within a household appliance.
- This peril does not include loss:
- a. to the system or appliance from which the water, steam, or sewage escaped;
 - b. caused by or resulting from:
 - (1) freezing;
 - (2) water or sewage from outside the *residence premises* plumbing system that enters through sewers or drains, or water that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area; or
 - (3) the pressure from or presence of tree, shrub, or plant roots; or
 - c. that occurs or develops over a period of time and is caused by or resulting from:
 - (1) condensation or the presence of humidity, moisture, or vapor; or
 - (2) seepage or leakage of water, steam, or sewage that is:

- (a) continuous;
 - (b) repeating;
 - (c) gradual;
 - (d) intermittent;
 - (e) slow; or
 - (f) trickling.
13. **Abrupt and accidental tearing asunder, cracking, burning, or bulging** of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system, or an appliance for heating water.
- This peril does not include loss:
- a. caused by or resulting from freezing; or
 - b. that occurs or develops over a period of time and is caused by or resulting from:
 - (1) condensation or the presence of humidity, moisture, or vapor; or
 - (2) seepage or leakage of water or steam that is:
 - (a) continuous;
 - (b) repeating;
 - (c) gradual;
 - (d) intermittent;
 - (e) slow; or
 - (f) trickling.
14. **Freezing** of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a household appliance.

This peril does not include:

- a. loss to a portable hot tub or portable spa unless **you** have used reasonable care to prevent freezing; or
 - b. loss on the **residence premises** unless **you** have used reasonable care to:
 - (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or
 - (2) shut off the water supply and drain the system and appliances of water.

However, if the **building structure** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the **building structure** at 55 degrees Fahrenheit or higher for coverage to apply.
15. **Abrupt and accidental damage** to electrical appliances, devices, fixtures, and wiring from an increase or decrease of artificially generated electrical current. **We** will pay up to \$3,000 under this peril for each damaged item described above.
16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass that is a part of a structure on the **residence premises**. **We** will not pay for loss or damage to the glass.
17. **Wild bears or deer**, meaning damage caused by wild bears or deer to property located in a **building structure**.

SECTION I -- LOSSES NOT INSURED

1. **We** will not pay for any loss to the property described in Coverage A that consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through m. below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
- a. collapse, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES, Collapse**;
 - b. freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or of a household appliance; or discharge, leakage, or overflow from within the system or appliance caused by freezing. This does not apply if **you** have used reasonable care to:
 - (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or
 - (2) shut off the water supply and drain the system and appliances of water.

However, if the **building structure** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the

building structure at 55 degrees Fahrenheit or higher for coverage to apply;

- c. freezing, thawing, pressure, or weight of water, ice, snow, or sleet, whether driven by wind or not, to:

- (1) a swimming pool, hot tub, or spa, including their covers, filtration, and circulation systems; or
- (2) an awning, fence, pavement, patio, foundation (including slabs, basement walls, crawl space walls, and footings), retaining wall, bulkhead, pier, wharf, or dock;

- d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied;

- e. theft, vandalism, malicious mischief, or breakage of glass and safety glazing materials if the dwelling is a **vacant dwelling**;

- f. seepage or leakage of water, steam, or sewage that occurs or develops over a period of time:

(1) and is:

- (a) continuous;
- (b) repeating;
- (c) gradual;
- (d) intermittent;
- (e) slow; or
- (f) trickling; and

(2) from a:

- (a) heating, air conditioning, or automatic fire protective sprinkler system;
- (b) household appliance; or
- (c) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors.

We also will not pay for losses arising from condensation or the presence of humidity, moisture, or vapor that occurs or develops over a period of time;

- g. wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown;

- h. corrosion, electrolysis, or rust;

- i. wet or dry rot;

- j. contamination or pollution, meaning the presence, discharge, dispersal, seepage, migration, release, or escape of contaminants or pollutants at or from any source. This does not apply if the presence, discharge, dispersal, seepage, migration, release, or escape is itself caused by a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.

- (1) Contaminants and pollutants include but are not limited to any:

- (a) solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, asbestos, or lead;
- (b) contaminants or pollutants resulting from any natural resource extraction activities; or
- (c) fuel oil except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Fuel Oil Release**.

- (2) **We** also will not pay for:

- (a) losses arising from contamination or pollution caused by or resulting from defective building materials, nuclear substances, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed;
- (b) the cost to extract contaminants or pollutants from land, water, or air, or the cost to remove, restore, or replace contaminated or polluted land, water, or air; or
- (c) the cost of testing, monitoring, cleaning, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or assessing the effects of contaminants or pollutants;

- k. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations (including slabs, basement walls, crawl space walls, and footings), walls, floors, roofs, or ceilings;
- l. all animals, birds, or insects.

(1) This includes:

- (a) nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects;
- (b) costs to remove animals, birds, or insects from the covered property; and
- (c) costs to prevent the animals, birds, or insects from returning to the property;

(2) However, we will pay for:

- (a) losses caused by wild bears or deer; and
- (b) the breakage of glass or safety glazing material that is a part of a **building structure**, when caused by animals, birds, or insects; or

- m. pressure from or presence of tree, shrub, or plant roots.

However, we will pay for any resulting loss from items a. through l. unless the resulting loss is itself a Loss Not Insured as described in this Section.

- 2. We will not pay for, under any part of this policy, any loss that would not have occurred in the absence of one or more of the following excluded events. We will not pay for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs abruptly or gradually, involves isolated or widespread damage, occurs on or off the **residence premises**, arises from any natural or external forces, or occurs as a result of any combination of these:

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a **building structure** or other structure.

- b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all regardless of whether combined with water, sewage, or any material carried by, or otherwise moved by the earth. Earth movement includes but is not limited to:

- (1) earthquake;
- (2) landslide, mudslide, or mudflow;
- (3) sinkhole or subsidence;
- (4) movement resulting from:
 - (a) improper compaction;
 - (b) site selection;
 - (c) natural resource extraction activities; or
 - (d) excavation;
- (5) erosion;
- (6) pressure by surface or subsurface earth or fill; or
- (7) any volcanic activity, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Volcanic Action**.

However, we will pay for any accidental direct physical loss by fire resulting from earth movement, provided the resulting fire loss is itself a **loss insured**.

- c. **Water**, meaning:

- (1) flood;
- (2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;
- (3) waves (including tidal wave, tsunami, and seiche);
- (4) tides or tidal water;
- (5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);
- (6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;

- (7) water or sewage from outside the *residence premises* plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area;
- (8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a *building structure*, sidewalk, driveway, swimming pool, or other structure; or
- (9) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(8) above.

However, *we* will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a *loss insured*.

- d. **Neglect**, meaning neglect of the *insured* to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.
- e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental.
- f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke.

However, *we* will pay for any accidental direct physical loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a *loss insured*.

g. **Fungus**, including:

- (1) any loss of use or delay in rebuilding, repairing, or replacing covered property, including any associated cost or expense, due to interference at the *residence premises* or location of the rebuilding, repair, or replacement, by *fungus*;
- (2) any remediation of *fungus*, including the cost to:
 - (a) remove the *fungus* from covered property or to repair, restore, or replace that property; or
 - (b) tear out and replace any part of the *building structure* or other property as needed to gain access to the *fungus*; or
- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence, or level of *fungus*, whether performed prior to, during, or after removal, repair, restoration, or replacement of covered property.

- h. **Intentional Losses**. If any *insured* intentionally causes or procures a loss to property covered under this policy, *we* will not pay any *insured* for this loss. This applies regardless of whether the *insured* is charged with or convicted of a crime.

This does not apply to an *insured* who did not participate in, cooperate in, or contribute to causing or procuring the loss.

- 3. *We* will not pay for, under any part of this policy, any loss consisting of one or more of the items below. Further, *we* will not pay for any loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to, or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

- a. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;

b. defect, weakness, inadequacy, fault, or unsoundness in:

- (1) planning, zoning, development, surveying, or siting;
- (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;
- (3) materials used in repair, construction, renovation, remodeling, grading, or compaction; or

(4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the *residence premises*; or

c. weather conditions.

However, we will pay for any resulting loss from Items 3.a., 3.b., and 3.c. unless the resulting loss is itself a Loss Not Insured as described in this Section.

SECTION I – LOSS SETTLEMENT

Only the Loss Settlement Provisions shown in the *Declarations* apply. We will settle covered property losses according to the following. However, the valuation of any covered property losses does not include, and we will not pay, any amount for *diminution in value*.

COVERAGE A – DWELLING

1. A1 – Replacement Cost Loss Settlement – Similar Construction.

a. We will pay the cost to repair or replace with similar construction and for the same use on the premises shown in the *Declarations*, the damaged part of the property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE A – DWELLING**, except for wood fences, subject to the following:

- (1) until actual repair or replacement is completed, we will pay only the *actual cash value* of the damaged part of the property, up to the applicable limit of liability shown in the *Declarations*, not to exceed the cost to repair or replace the damaged part of the property;
- (2) when the repair or replacement is actually completed, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the *Declarations*, whichever is less;
- (3) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of

the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and

(4) we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a *building structure* or other structure, except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law**.

b. Wood Fences: We will pay the *actual cash value* for loss or damage to wood fences, not to exceed the limit of liability shown in the *Declarations* for **COVERAGE A – Other Structures**.

2. A2 – Replacement Cost Loss Settlement – Common Construction.

a. We will pay the cost to repair or replace with common construction and for the same use on the premises shown in the *Declarations*, the damaged part of the property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE A – DWELLING**, except for wood fences, subject to the following:

- (1) we will pay only for repair or replacement of the damaged part of the property with common construction techniques and materials commonly used by the building trades in standard new construction. We will not pay the cost to repair or replace obsolete, antique, or custom construction with like kind and quality;

- (2) until actual repair or replacement is completed, **we** will pay only the **actual cash value** of the damaged part of the property, up to the applicable limit of liability shown in the **Declarations**, not to exceed the cost to repair or replace the damaged part of the property as described in a.(1) above;
 - (3) when the repair or replacement is actually completed as described in a.(1) above, **we** will pay the covered additional amount **you** actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable limit of liability shown in the **Declarations**, whichever is less;
 - (4) to receive any additional payments on a replacement cost basis, **you** must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify **us** within 30 days after the work has been completed; and
 - (5) **we** will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a **building structure** or other structure, except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law**.
- b. Wood Fences: **We** will pay the **actual cash value** for loss or damage to wood fences, not to exceed the limit of liability shown in the **Declarations** for **COVERAGE A – Other Structures**.

COVERAGE B – PERSONAL PROPERTY

1. B1 – Limited Replacement Cost Loss Settlement.

- a. **We** will pay the cost to repair or replace property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:

- (1) until repair or replacement is completed, **we** will pay only the **actual cash value** of the damaged property;
 - (2) after repair or replacement is completed, **we** will pay the difference between the **actual cash value** and the cost **you** have actually and necessarily spent to repair or replace the property; and
 - (3) if property is not repaired or replaced within two years after the date of loss, **we** will pay only the **actual cash value**.
- b. **We** will pay market value at the time of loss for:
- (1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;
 - (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and
 - (3) property not useful for its intended purpose.

However, **we** will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) **our** cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

2. B2 – Depreciated Loss Settlement.

- a. **We** will pay the **actual cash value** for property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL PROPERTY**, except for property listed in item b. below.
- b. **We** will pay market value at the time of loss for:
 - (1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;
 - (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and

(3) property not useful for its intended purpose.
However, *we* will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) *our* cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

SECTION I – CONDITIONS

1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, *we* will not be liable:
 - a. to the *insured* for an amount greater than the *insured's* interest; or
 - b. for more than the applicable limit of liability.
2. **Your Duties After Loss.** After a loss to which this insurance may apply, *you* must cooperate with *us* in the investigation of the claim and also see that the following duties are performed:
 - a. give immediate notice to *us* or *our* agent and also notify:
 - (1) the police if the loss is caused by theft, vandalism, or any other criminal act; and
 - (2) the credit card company or bank if the loss involves a credit card or bank fund transfer card;
 - b. protect the property from further damage or loss and also:
 - (1) make reasonable and necessary temporary repairs required to protect the property; and
 - (2) keep an accurate record of repair expenses;
 - c. prepare an inventory of damaged or stolen personal property:
 - (1) showing in detail the quantity, description, age, replacement cost, and amount of loss; and
 - (2) attaching all bills, receipts, and related documents that substantiate the figures in the inventory;
 - d. as often as *we* reasonably require:
 - (1) exhibit the damaged property;
 - (2) provide *us* with any requested records and documents and allow *us* to make copies;
 - e. submit to *us*, within 60 days after the loss, *your* signed, sworn proof of loss that sets forth, to the best of *your* knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of the *insured* and all others in the property involved and all encumbrances on the property;
 - (3) other insurance that may cover the loss;
 - (4) changes in title or occupancy of the property during the term of this policy;
 - (5) specifications of any damaged structure and detailed estimates for repair of the damage;
 - (6) an inventory of damaged or stolen personal property described in 2.c.;
 - (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
 - (8) evidence or affidavit supporting a claim under **SECTION I – ADDITIONAL COVERAGES, Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money** coverage, stating the amount and cause of loss.
3. **Loss to a Pair or Set.** In case of loss to a pair or set, *we* may choose to:
 - a. repair or replace any part to restore the pair or set to its value before the loss; or
 - (3) while not in the presence of any other *insured*:
 - (a) give statements; and
 - (b) submit to examinations under oath; and
 - (4) produce employees, members of the *insured's* household, or others for examination under oath to the extent it is within the *insured's* power to do so; and

- b. pay the difference between the depreciated value of the property before the loss and the depreciated value of the property after the loss.
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.
 - a. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal.
 - b. The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party, and jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.

The written report of agreement will set the amount of the loss of each item in dispute.
 - c. If the two appraisers fail to agree upon the amount of the loss within 30 days, unless the period of time is extended by mutual agreement, they will select a competent, disinterested umpire and will submit their differences to the umpire. If the appraisers are unable to agree upon an umpire within 15 days:
 - (1) *you* or *we* may make a written application for a judge of a court of record in the same state and county (or city if the city is not within a county) where the **residence premises** is located to select an umpire;
 - (2) the party requesting the selection described in item c.(1) must provide the other party:
 - (a) written notice of the intent to file, identifying the specific location and identity of the court at least 10 days prior to submission of the written application; and
 - (b) a copy of the written application; and
 - (3) a written report of agreement, as required in item b., signed by any two (appraisers or appraiser and umpire) will set the amount of the loss of each item in dispute. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.
 - d. To qualify as an appraiser or umpire for a loss to property described in **COVERAGE A – DWELLING**, a person must be one of the following and be licensed or certified as required by the applicable jurisdiction:
 - (1) an engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;
 - (2) an adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or
 - (3) a contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.
 - e. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer:
 - (1) has performed services for either party with respect to the claim at issue in the appraisal; or
 - (2) has a financial interest in the outcome of the claim at issue in the appraisal.
 - f. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable

- compensation of the umpire will be paid equally by *you* and *us*.
- g. *You* and *we* do not waive any rights by demanding or submitting to an appraisal, and retain all contractual rights to determine if coverage applies to each item in dispute.
 - h. Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:
 - (1) any other questions of fact;
 - (2) questions of law;
 - (3) questions of coverage;
 - (4) other contractual issues; or
 - (5) to conduct appraisal on a class-wide basis.
 - i. Appraisal is a non-judicial proceeding and does not provide for or require arbitration. Neither party will be awarded attorney fees. The appraisal award may not be entered as a judgment in a court.
 - j. A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.
5. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, *we* will pay only *our* share of the loss. *Our* share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.
 6. **Suit Against Us.** No action will be brought against *us* unless there has been full compliance with all of the policy provisions. Any action by any party must be started within one year after the date of loss or damage. However, if the cause of loss or damage is burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief, confiscation, wrongful conversion, disposal or concealment, the action must be started within two years from the time the cause of action accrues.
 7. **Our Option.** *We* may repair or replace any part of the property damaged or stolen with similar property. Any property *we* pay for or replace becomes *our* property.
 8. **Loss Payment.** *We* will adjust all losses with *you*. *We* will pay *you* unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable:
 - a. 60 days after *we* receive *your* proof of loss and:
 - (1) reach agreement with *you*; or
 - (2) there is a filing of an appraisal award with *us*; or
 - b. 30 days after *we* receive *your* proof of loss and there is an entry of a final judgment.
 9. **Abandonment of Property.** *We* need not accept any property abandoned by an *insured*.
 10. **Mortgagee Clause.** The word "mortgagee" includes trustee.
 - a. If a mortgagee is named in this policy, any loss payable under Coverage A will be paid to the mortgagee and *you*, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.
 - b. If *we* deny *your* claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - (1) notifies *us* of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;
 - (2) pays on demand any premium due under this policy, if *you* have not paid the premium; and
 - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from *us* of *your* failure to do so. Policy conditions relating to Appraisal, Suit Against Us, and Loss Payment apply to the mortgagee.
 - c. If *we* cancel this policy, the mortgagee will be notified at least 10 days before the date cancellation takes effect. Proof of mailing will be proof of notice.
 - d. If *we* pay the mortgagee for any loss and deny payment to *you*:

- (1) *we* are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) at *our* option, *we* may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, *we* will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- e. Subrogation does not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
11. **No Benefit to Bailee.** *We* will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing, or transporting property for a fee. This applies regardless of any other provision of this policy.
12. **Recovered Property.** If either *you* or *we* recover any property after loss settlement, that party must give the other prompt notice. At *your* option, *you* may keep the property or *we* will return it to *you*. Otherwise, it will become *our* property. If *you* choose to keep the property, the loss payment will be adjusted based on the amount *you* received for the recovered property.
13. **Assignment of Claim.** Assignment to another party of any of *your* rights or duties under this policy regarding any claim, or any part of any claim, will be void and *we* will not recognize any such assignment, unless *we* give *our* written consent. However, once *you* have complied with all policy provisions, *you* may assign to another party, in writing, payment of claim proceeds otherwise payable to *you*.

SECTION II – LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

If a claim is made or a suit is brought against an *insured* for damages because of *bodily injury* or *property damage* to which this coverage applies, caused by an *occurrence*, *we* will:

1. pay up to *our* limit of liability for the damages for which the *insured* is legally liable. *We* will not pay for criminal restitution; and
 2. provide a defense at *our* expense by counsel of *our* choice. *We* may make any investigation and settle any claim or suit that *we* decide is appropriate. *Our* obligation to defend any suit ends when the amount *we* pay for damages, to effect settlement or satisfy a judgment resulting from the *occurrence*, equals *our* limit of liability. *We* will not provide a defense to any *insured* for criminal prosecution or proceedings.
1. to a person on the *insured location* with the permission of an *insured*;
 2. to a person off the *insured location*, if the *bodily injury*:
 - a. arises out of a condition on the *insured location* or the ways immediately adjoining;
 - b. is caused by the activities of an *insured*;
 - c. is caused by a *residence employee* in the course of the *residence employee's* employment by an *insured*; or
 - d. is caused by an animal owned by or in the care of an *insured*; or
 3. to a *residence employee* if the *occurrence* causing *bodily injury* occurs off the *insured location* and arises out of or in the course of the *residence employee's* employment by an *insured*.

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing *bodily injury*. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, rehabilitation, pharmaceuticals, orthopedic devices, prosthetic devices, and funeral services. This coverage applies only:

SECTION II – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

We will pay for the following in addition to the limits of liability:

1. **Claim Expenses.** *We* will pay:
 - a. expenses *we* incur and costs taxed against an *insured* in suits *we* defend. Taxed costs do not include attorney fees;
 - b. premiums on bonds required in suits *we* defend, but not for bond amounts greater than the Coverage L limit. *We* are not obligated to apply for or furnish any bond;
 - c. reasonable expenses an *insured* incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$250 per day for aiding *us* in the investigation or defense of claims or suits;
 - d. interest the *insured* is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages *we* pay; or
 - (2) the Coverage L limit; and
 - e. interest on the entire judgment that accrues after entry of the judgment and before *we* pay or tender, or deposit in court that part of the judgment that does not exceed the limit of liability that applies.
2. **First Aid Expenses.** *We* will pay expenses for first aid to others incurred by an *insured* for *bodily injury* covered under this policy. *We* will not pay for first aid to *you* or any other *insured*.
3. **Damage to Property of Others.**
 - a. *We* will pay for *property damage* to property of others caused by the activities of an *insured*.
 - b. *We* will not pay more than the smallest of the following amounts:
 - (1) replacement cost at the time of loss;
 - (2) full cost of repair; or
 - (3) the limit of liability shown in the *Declarations for Damage to Property of Others* for any one *occurrence*.
 - c. *We* will not pay for *property damage*:
 - (1) for a loss that is recoverable under Section I of this policy. *We* also will not pay for any applicable deductible regardless of whether the amount of the loss exceeds the deductible;
 - (2) caused intentionally by an *insured* 13 years of age or older;
 - (3) to property, other than a rented golf cart, owned by, or rented to an *insured*, a tenant of an *insured*, or a resident in *your* household;
 - (4) arising out of:
 - (a) *business* pursuits;
 - (b) any act or omission in connection with a premises an *insured* owns, rents, or controls, other than the *insured location*;
 - (c) a condition on the *insured location* or the ways immediately adjoining; or
 - (d) the ownership, maintenance, or use of a *motor vehicle*, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board, or similar type watercraft; or
 - (5) if a payment is made under **COVERAGE L – PERSONAL LIABILITY** for the same *property damage*.

SECTION II – EXCLUSIONS

1. Coverage L and Coverage M do not apply to:
 - a. *bodily injury* or *property damage* that:
 - (1) was a result of a:
 - (a) willful and malicious; or
 - (b) criminal;
 - act or omission of the *insured*;
 - (2) was intended by the *insured*; or
 - (3) would have been expected by the *insured* based on a reasonable person standard.

However, exclusions a.(2) and a.(3) above do not apply to *bodily injury* or *property damage* resulting from the use of reasonable force to protect persons or property.

Exclusions a.(1), a.(2), and a.(3) above apply to all **bodily injury** or **property damage** even if the:

- (1) **bodily injury** or **property damage** was sustained by a different person, entity, or property than was expected or intended;
 - (2) **bodily injury** or **property damage** was of a different kind, quality, or degree than was expected or intended;
 - (3) **insured** lacked the mental capacity to control his or her conduct;
 - (4) **insured** was not charged with or convicted of a criminal act or omission; or
 - (5) **insured** was impaired by drugs or alcohol;
- b. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured**, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-**business** pursuits;
- c. **bodily injury** or **property damage** arising out of the rental of any part of any premises by any **insured**. This exclusion does not apply:
- (1) to the rental of the **residence premises**:
 - (a) either completely or in part, for exclusive use as a residence, for up to 30 nights in the 12-month period prior to the date of the loss;
 - (b) in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or
 - (c) in part, as an office, school, studio, or private garage;
 - (2) when the **dwelling** on the **residence premises** is a two, three, or four family **dwelling** and **you** occupy one part and rent the other part to others;
 - (3) to farm land (without buildings), rented to others, but not to exceed a total of 500 acres, regardless of the number of locations; or
 - (4) to activities that are ordinarily incident to non-**business** pursuits;
- d. **bodily injury** or **property damage** arising out of the rendering or failing to render professional services;
- e. **bodily injury** or **property damage** arising out of any premises currently owned or rented to any **insured** which is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**;
- f. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading, or unloading of:
- (1) an aircraft. This exclusion does not apply to the ownership, maintenance, use, loading, or unloading of unmanned aircraft systems used as model aircraft:
 - (a) solely for recreational or hobby purposes;
 - (b) designed to be operated within the visual line of sight of the operator and operated within the visual line of sight of the operator; and
 - (c) weighing not more than 55 pounds at the time of operation;
 unless the ownership, maintenance, use, loading, or unloading of such aircraft results in:
 - (a) **property damage** to any aircraft; or
 - (b) **bodily injury** or **property damage** resulting from interference with an aircraft carrying people regardless of whether the **bodily injury** or **property damage** is sustained by people or property on the aircraft or not;
 - (2) a **motor vehicle** owned or operated by or rented or loaned to any **insured**; or
 - (3) a watercraft:
 - (a) owned by or rented to any **insured** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
 - (b) owned by or rented to any **insured** if it is a sailing vessel, with or without

auxiliary power, 26 feet or more in overall length;

- (c) powered by one or more outboard motors with more than 25 total horsepower owned by any *insured*;
- (d) designated as an airboat, air cushion, or similar type of craft; or
- (e) owned by any *insured* if it is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.

This exclusion does not apply to *bodily injury* to a *residence employee* arising out of and in the course of the *residence employee's* employment by an *insured*. Exclusion f.(3) does not apply while the watercraft is on the *residence premises*;

g. *bodily injury* or *property damage* arising out of:

- (1) the entrustment by any *insured* to any person;
- (2) the supervision by any *insured* of any person;
- (3) any liability statutorily imposed on any *insured*; or
- (4) any liability assumed through an unwritten or written agreement by any *insured*;

with regard to the ownership, maintenance, or use of any aircraft, watercraft, or *motor vehicle* not covered under Section II of this policy;

h. *bodily injury* or *property damage* caused directly or indirectly by war, including undeclared war, or any warlike act including destruction, seizure, or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental;

i. *bodily injury* to any *insured* within the meaning of part 9.a., 9.b., or 9.c. of the definition of *insured*.

This exclusion also applies to any claim made or suit brought against any *insured* within the

meaning of part 9.a., 9.b., or 9.c. of the definition of *insured* to share damages with or repay someone else who may be obligated to pay damages because of the *bodily injury* sustained by any *insured* within the meaning of part 9.a., 9.b., or 9.c. of the definition of *insured*;

j. any claim made or suit brought against any *insured* by:

- (1) any person in the care of any *insured* because of child care services provided by or at the direction of:

- (a) any *insured*;
- (b) any employee of any *insured*; or
- (c) any other person actually or apparently acting on behalf of any *insured*; or

- (2) any person who makes a claim because of *bodily injury* to any person in the care of any *insured* because of child care services provided by or at the direction of:

- (a) any *insured*;
- (b) any employee of any *insured*; or
- (c) any other person actually or apparently acting on behalf of any *insured*.

This exclusion does not apply to the occasional child care services provided by any *insured*, or to the part-time child care services provided by any *insured* under 19 years of age;

k. *bodily injury* or *property damage* arising out of an *insured's* participation in, or preparation or practice for, any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power;

l. *bodily injury* or *property damage* arising out of the use, sale, manufacture, distribution, delivery, transfer, or possession, by any *insured*, of any substance that is illegal or is a controlled substance under either federal or state law.

This exclusion does not apply to the legitimate use of legally prescribed drugs, under either federal or state law, by a person following orders of a licensed health care professional;

- m. ***bodily injury or property damage*** arising out of the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to contaminants or pollutants at or from any source or location.

Contaminants and pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, fuel oil, asbestos, or lead.

This exclusion does not apply to ***bodily injury or property damage*** arising out of smoke or fumes caused by fire or explosion.

We also do not cover:

- (1) any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any ***insured*** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of contaminants or pollutants;
- (2) any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of contaminants or pollutants; or
- (3) contamination or pollution arising out of actually or allegedly defective building materials, nuclear substances, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed;

- n. ***bodily injury or property damage*** arising out of any actual, alleged, or threatened:

- (1) sexual harassment, sexual molestation, or sexual misconduct;

- (2) physical or mental abuse; or

- (3) corporal punishment;

by the ***insured***;

- o. ***bodily injury or property damage*** arising out of the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any ***fungus*** at or from any source or location.

We also do not cover any loss, cost, or expense arising out of any:

- (1) request, demand, order, or statutory or regulatory requirement that any ***insured*** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of ***fungus***; or
- (2) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of ***fungus***; or

- p. ***bodily injury or property damage*** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the ***residence premises*** in the 12-month period prior to the date of the loss.

2. Coverage L does not apply to:

a. liability:

- (1) for ***your*** share of any loss assessment charged against all members of any type of association of property owners; or
- (2) imposed on or assumed by any ***insured*** through any unwritten or written contract or agreement. This exclusion does not apply to liability for damages that the ***insured*** would have in absence of the contract or agreement;

- b. ***property damage*** to property owned by any ***insured*** at the time of the ***occurrence***;

- c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by fire, smoke, explosion, or abrupt and accidental damage from water;
- d. **bodily injury** to a person eligible to receive any benefits required to be provided or voluntarily provided by an **insured** under a workers' compensation, non-occupational disability, or occupational disease law;
- e. **bodily injury or property damage** for which an **insured** under this policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors;
- f. **bodily injury or property damage** arising out of any real property any **insured** has sold or transferred. This includes but is not limited to **bodily injury or property damage** arising out of known, unknown, hidden, or alleged property conditions, problems, or defects.

This exclusion also applies to any **property damage** to the sold or transferred real property itself.

However, this exclusion does not apply to:

- (1) **bodily injury** arising out of fire, smoke, explosion, electrocution, or carbon monoxide poisoning; or
 - (2) **property damage** arising out of fire, smoke, or explosion.
- 3. Coverage M does not apply to **bodily injury**:
 - a. to a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an **insured**;
 - b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability, or occupational disease law;
 - c. to a person other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**; or
 - d. from nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

SECTION II – CONDITIONS

- 1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury or property damage** first occurs, regardless of the number of **insureds**, claims made, or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is **our** limit for all medical expenses for **bodily injury** to one person as the result of one accident.

- 2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition does not

increase **our** limit of liability for any one **occurrence**.

- 3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** must cooperate with **us** in the investigation, settlement, or defense of any claim or suit and also perform the following duties that apply. **You** must cooperate with **us** in seeing that these duties are performed:
 - a. give written notice to **us** or **our** agent as soon as possible, which sets forth:
 - (1) the identity of this policy and the **insured**;
 - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and

- (3) names and addresses of any claimants and available witnesses;
 - b. immediately forward to *us* every notice, demand, summons, or other process relating to the accident or *occurrence*;
 - c. at *our* request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an *insured*;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - d. under **SECTION II – ADDITIONAL COVERAGES, Damage to Property of Others**, exhibit the damaged property if within the *insured's* control; and
 - e. the *insured* must not, except at the *insured's* own cost, voluntarily make payments, assume obligations, or incur expenses. This does not apply to expense for first aid to others at the time of the *bodily injury*.
4. **Coverage M Requirements.** *We* may require the following in regard to any Coverage M claim:
- a. written proof of claim, under oath if required, as soon as possible from the injured person, or when appropriate, someone acting on behalf of that person;
 - b. the injured person's submission to physical examinations by a physician selected by *us* when and as often as *we* reasonably require; and
 - c. any authorizations from the injured person as *we* may require.
5. **Payment of Claim – Coverage M or Damage to Property of Others.** Payment under either of these is not an admission of liability by an *insured* or *us*.
6. **Suit Against Us.** No action will be brought against *us* unless there has been compliance with the policy provisions.
- No one will have the right to join *us* as a party to an action against an *insured*. Further, no action with respect to Coverage L will be brought against *us* until the obligation of the *insured* has been determined by final judgment on the merits, after an actual trial or by an agreement signed by *us*; but *we* will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an *insured* will not relieve *us* of *our* obligation under this policy.
8. **Other Insurance – Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTION I AND SECTION II – CONDITIONS

- 1. **Policy Period.** This policy applies only to loss under Section I or *bodily injury* or *property damage* under Section II that occurs during the period this policy is in effect.
- 2. **Concealment or Fraud.** This policy is void as to *you* and any other *insured* if *you* or any other *insured* under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.
- 3. **Liberalization Clause.** If *we* adopt any revision that would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.
- 4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by *us* to be valid. *Our* request for an appraisal or examination does not waive any of *our* rights.
- 5. **Cancellation.**
 - a. *You* may cancel this policy at any time by giving *us* advance written notice of the date cancellation is to take effect. *We* may waive the requirement

that the notice be in writing by confirming the date and time of cancellation to **you** in writing.

- b. **We** may cancel this policy only for the reasons stated in this condition. **We** will notify **you** in writing of the date cancellation takes effect. This cancellation notice may be delivered to **you**, or mailed to **you** at **your** mailing address shown in the *Declarations*. Proof of mailing will be sufficient proof of notice:

- (1) When **you** have not paid the premium, **we** may cancel at any time by notifying **you** at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.
- (2) When this policy has been in effect for less than 45 business days and is not a renewal with **us**, **we** may cancel for any reason. **We** may cancel by notifying **you** at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 45 business days or more, or at any time if it is a renewal with **us**, **we** may cancel for the following reasons:
 - (a) discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
 - (b) discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
 - (c) a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (d) violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (e) a determination by the Insurance Commissioner that the continuation

of the policy would place the insurer in violation of the insurance laws of this state; or

- (f) conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against.

We may cancel this policy by notifying **you** at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary. **We** may cancel by notifying **you** at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. The return premium will be pro rata.

- d. The return premium may not be refunded with the notice of cancellation or when this policy is returned to **us**. In such cases, **we** will refund it within a reasonable time after the date cancellation takes effect.

6. **Nonrenewal.** **We** may elect not to renew this policy. If **we** elect not to renew, a written notice will be delivered to **you**, or mailed to **you** at **your** mailing address shown in the *Declarations*. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

7. **Assignment of Policy.** Assignment of this policy will be void and **we** will not recognize any such assignment, unless **we** give **our** written consent.

8. **Subrogation and Reimbursement.**

- a. **Subrogation.**

- (1) **Applicable to SECTION I:**

If any **insured** to or for whom **we** make payment under this policy has rights to recover damages from another, those rights are transferred to **us** to the extent of **our** payment. That **insured** must do everything necessary to secure **our** rights and must do nothing after loss to impair them.

However before a loss, an *insured* may waive in writing all rights of recovery against any person.

(2) Applicable to SECTION II:

If any *insured* has rights to recover all or part of any payment *we* have made under this policy, those rights are transferred to *us*. An *insured* must do nothing after loss to impair them. At *our* request, an *insured* will bring suit or transfer those rights to *us* and help *us* enforce them.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

b. Reimbursement.

If *we* make payment under this policy and any *insured* to or for whom *we* make payment recovers or has recovered from another person or organization, then the *insured* to or for whom *we* make payment must:

- (1) hold in trust for *us* the proceeds of any recovery; and
- (2) reimburse *us* to the extent of *our* payment.

9. Death. If *you* die:

- a. *we* insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;
- b. *insured* includes:
 - (1) any member of *your* household who is an *insured* at the time of *your* death, but only while a resident of the *residence premises*; and
 - (2) with respect to *your* property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. Conformity to State Law. When a policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

11. Premium.

- a. Unless as otherwise provided by an alternative payment plan in effect with the *State Farm Companies* with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued *Declarations*.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium applicable at the time of renewal.
- c. The premium for this policy may vary based upon:
 - (1) the purchase of other products or services from the *State Farm Companies*;
 - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the *State Farm Companies*. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
 - (3) an agreement, concerning the insurance provided by this policy, that the *State Farm Companies* has with an organization of which *you* are a member, employee, subscriber, licensee, or franchisee.
- d. *Your* purchase of this policy may allow:
 - (1) *you* to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the *State Farm Companies*, subject to their applicable eligibility rules; or
 - (2) the premium or price for other products or services purchased by *you*, including non-insurance products or services, to vary. Such other products or services must be provided by the *State Farm Companies* or by an organization that has entered into an agreement or contract with the *State*

Farm Companies. The *State Farm Companies* do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

12. Right to Inspect.

- a. **We** have the right but are not obligated to perform the following:
 - (1) make inspections and surveys of the *insured location* at any time;
 - (2) provide *you* with reports on conditions *we* find; or
 - (3) recommend changes.Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.
- b. **We** do not:
 - (1) make safety inspections;
 - (2) undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
 - (3) warrant that conditions are safe or healthful; or
 - (4) warrant that conditions comply with laws, regulations, codes, or standards.

This condition applies to *us* and to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations on *our* behalf.

13. **Joint and Individual Interests.** When there are two or more Named Insureds, each acts for all to cancel or change this policy.
14. **Change of Policy Address.** *We* may change the Named Insured's policy address as shown in the *Declarations* and in *our* records to the most recent address provided to *us* by:
 - a. *you*; or
 - b. the United States Postal Service.
15. **Electronic Delivery.** With *your* consent, *we* may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead

of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.

16. Our Rights Regarding Claim Information.

- a. **We** will collect, receive, obtain, use, and retain all the items described in item b.(1) below and use and retain the information described in item b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of *our* business functions.
- b. Subject to 16.a. above, *we* will not be restricted in or prohibited from:
 - (1) collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical records, wage information, salary information, employment information, data, and any other information;
 - (2) using any of the items described in item b.(1) above; or
 - (3) retaining:
 - (a) any of the items in item b.(1) above; or
 - (b) any other information *we* have in *our* possession as a result of *our* processing, handling, or otherwise resolving claims submitted under this policy.
- c. **We** may disclose any of the items in b.(1) above and any of the information described in item b.(3)(b) above:
 - (1) to enable performance of *our* business functions;
 - (2) to meet *our* reporting obligations to insurance regulators;
 - (3) to meet *our* reporting obligations to insurance data consolidators;
 - (4) to meet other obligations required by law; and
 - (5) as otherwise permitted by law.
- d. **Our** rights under 16.a., 16.b., and 16.c. above will not be impaired by any:

- (1) authorization related to any claim submitted under this policy; or
- (2) act or omission of an *insured* or a legal representative acting on an *insured's* behalf.

17. **Duties Regarding Claim Information.** An *insured* or a legal representative acting on an *insured's* behalf

must provide *us* with any requested authorizations related to the claim. *Our* rights as set forth under **Our Rights Regarding Claim Information** of this policy will not be impaired by any:

- a. authorization related to the claim; or
- b. act or omission of an *insured* or a legal representative acting on an *insured's* behalf.

OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the **Declarations** and is subject to all the terms, provisions, exclusions, and conditions of this policy.

Option AI – Additional Insured. The definition of *insured* is extended to include the person or organization shown in the **Declarations** as an Additional Insured or whose name is on file with *us*. Coverage is with respect to:

- 1. **SECTION I – Coverage A, Coverage B, or Coverage C;** or
- 2. **SECTION II – Coverage L and Coverage M** but only with respect to the *residence premises*. This coverage does not apply to *bodily injury* to an employee arising out of or in the course of the employee's employment by the person or organization.

This option applies only with respect to the location shown in the **Declarations**.

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a *business*, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

Option BU – Business Pursuits. SECTION II – EXCLUSIONS, item 1.b. is modified as follows:

- 1. Section II coverage applies to the *business* pursuits of an *insured* who is a:
 - a. clerical office employee, salesperson, collector, messenger; or
 - b. teacher (except college, university, and professional athletic coaches), school principal, or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:

- a. for *bodily injury* or *property damage* arising out of a *business* owned or financially controlled by the *insured* or by a partnership of which the *insured* is a partner or member;
- b. for *bodily injury* or *property damage* arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:
 - (1) computer programming, architectural, engineering, or industrial design services;
 - (2) medical, surgical, dental, or other services or treatment conducive to the health of persons or animals; and
 - (3) beauty or barber services or treatment;
- c. for *bodily injury* to a fellow employee of the *insured* injured in the course of employment; or
- d. when the *insured* is a member of the faculty or teaching staff of a school or college:
 - (1) for *bodily injury* or *property damage* arising out of the maintenance, use, loading, or unloading of:
 - (a) draft or saddle animals, including vehicles for use with them; or
 - (b) aircraft, *motor vehicles*, recreational *motor vehicles* or watercraft, airboats, air cushions, or personal watercraft which use a water jet pump powered by an internal combustion

engine as the primary source of propulsion;

owned, operated, or hired by or for the *insured* or employer of the *insured* or used by the *insured* for the purpose of instruction in the use thereof; or

- (2) under Coverage M for *bodily injury* to a student arising out of corporal punishment administered by or at the direction of the *insured*.

Option FA – Firearms. Firearms are covered for accidental direct physical loss or damage.

The limits for this option are shown in the *Declarations*. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. *We* will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, or gradual deterioration;
 - b. all animals, birds, or insects, including nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, *we* will pay for losses caused by wild bears or deer;
 - c. any process of refinishing, renovating, or repairing;
 - d. dampness of atmosphere or extremes of temperatures;
 - e. inherent defect or faulty manufacture;
 - f. rust, fouling, or explosion of firearms;
 - g. breakage, maring, scratching, tearing, or denting unless caused by fire, thieves, or accidents to conveyances; or
 - h. infidelity of an *insured's* employees or persons to whom the insured property may be entrusted or rented;
2. *Our* limit for loss by any Coverage B peril except theft is the limit shown in the *Declarations* for Coverage B, plus the aggregate limit;

3. *Our* limits for loss by theft are those shown in the *Declarations* for this option. These limits apply in lieu of the Coverage B theft limit; and

4. *Our* limits for loss by any covered peril except those in items 2. and 3. above are those shown in the *Declarations* for this option.

Option ID – Increased Dwelling Limit. *We* will settle losses to damaged *building structures* covered under **COVERAGE A – DWELLING** according to the Loss Settlement Provision shown in the *Declarations*.

If the amount *you* actually and necessarily spend to repair or replace damaged *building structures* exceeds the applicable limit of liability shown in the *Declarations*, *we* will pay the additional amounts not to exceed:

1. the Option ID limit of liability shown in the *Declarations* to repair or replace the *dwelling*; or
2. 10% of the Option ID limit of liability to repair or replace *building structures* covered under **COVERAGE A – DWELLING, Other Structures**.

Report Increased Values. *You* must notify *us* within 90 days of the start of construction on any new *building structure* costing \$5,000 or more; or any additions to or remodeling of *building structures* that increase their values by \$5,000 or more. *You* must pay any additional premium due for the increased value. *We* will not pay more than the applicable limit of liability shown in the *Declarations* if *you* fail to notify *us* of the increased value within 90 days.

Option IO – Incidental Business. The coverage provided by this option applies only to that incidental *business* occupancy on file with *us*.

1. **COVERAGE A – DWELLING, Other Structures**, item 2.b. is deleted.
2. **COVERAGE B – PERSONAL PROPERTY** is extended to include equipment, supplies, and furnishings usual and incidental to this *business* occupancy. This Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.

The Option IO limits are shown in the *Declarations*. The first limit applies to property on the *residence premises*. The second limit applies to property

while off the *residence premises*. These limits are in addition to the **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability** on property used or intended for use in a *business*.

3. Under Section II, the *residence premises* is not considered *business* property because an *insured* occupies a part of it as an incidental *business*.
4. **SECTION II – EXCLUSIONS**, item 1.b. is replaced with the following:

- b. *bodily injury* or *property damage* arising out of *business* pursuits of any *insured*, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-*business* pursuits or to *business* pursuits of an *insured* that are necessary or incidental to the use of the *residence premises* as an incidental *business*;

5. This insurance does not apply to:

- a. *bodily injury* to an employee of an *insured* arising out of the *residence premises* as an incidental *business* other than to a *residence employee* while engaged in the employee's employment by an *insured*;
- b. *bodily injury* to a student arising out of corporal punishment administered by or at the direction of the *insured*;
- c. liability arising out of any acts, errors, or omissions of an *insured*, or any other person for whose acts an *insured* is liable, resulting from the preparation or approval of data, plans, designs, opinions, reports, programs, specifications, supervisory inspections, or engineering services in the conduct of an *insured's* incidental *business* involving data processing, computer consulting, or computer programming; or
- d. any claim made or suit brought against any *insured* by:
 - (1) any person in the care of any *insured* because of child care services provided by or at the direction of:
 - (a) any *insured*;
 - (b) any employee of any *insured*; or

- (c) any other person actually or apparently acting on behalf of any *insured*; or

- (2) any person who makes a claim because of *bodily injury* to any person in the care of any *insured* because of child care services provided by or at the direction of:

- (a) any *insured*;

- (b) any employee of any *insured*; or

- (c) any other person actually or apparently acting on behalf of any *insured*.

Coverage M does not apply to any person indicated in d.(1) and d.(2) above.

This exclusion does not apply to the occasional child care services provided by any *insured*, or to the part-time child care services provided by any *insured* under 19 years of age.

Option JF – Jewelry and Furs. Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware, and platinum are covered for accidental direct physical loss or damage.

The limits for this option are shown in the *Declarations*. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss. All provisions and exclusions of **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY, Theft** apply to Option JF.

The following additional provisions apply:

1. We will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, or gradual deterioration;
 - b. all animals, birds or insects, including nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, we will pay for losses caused by wild bears or deer;
 - c. inherent vice; or
 - d. seizure or destruction under quarantine or customs regulations;

2. *Our* limit for loss by any Coverage B peril except theft is the limit shown in the *Declarations* for Coverage B, plus the aggregate limit;
3. *Our* limits for loss by theft are those shown in the *Declarations* for this option. These limits apply in lieu of the Coverage B theft limit; and
4. *Our* limits for loss by any covered peril except those in items 2. and 3. above are those shown in the *Declarations* for this option.

Option OL – Building Ordinance or Law.

1. **Coverage Provided.** The total limit of insurance provided by this option will not exceed an amount equal to the Option OL percentage shown in the *Declarations* of the Coverage A limit shown in the *Declarations* at the time of the loss, as adjusted by the Inflation Coverage provisions of this policy. This is an additional amount of insurance and applies to *building structures* on the *residence premises*.
2. **Damaged Portions of Building Structure.** When a *building structure* covered under **COVERAGE A – DWELLING** is damaged by a *loss insured*, we will pay for the increased cost to repair or rebuild the physically damaged portion of the *building structure* caused by the enforcement of a building, zoning, or land use ordinance or law if the enforcement is directly caused by the same *loss insured* and the requirement is in effect at the time the *loss insured* occurs.
3. **Undamaged Portions of Damaged Building Structure.** When a *building structure* covered under **COVERAGE A – DWELLING** is damaged by a *loss insured*, we will also pay for:
 - a. the cost to demolish and clear the site of the undamaged portions of the *building structure* caused by the enforcement of a building, zoning, or land use ordinance or law if the enforcement is directly caused by the same *loss insured* and the requirement is in effect at the time the *loss insured* occurs; and
 - b. loss to the undamaged portion of the *building structure* caused by enforcement of any ordinance or law if:
 - (1) the enforcement is directly caused by the same *loss insured*;

- (2) the enforcement requires the demolition of portions of the same *building structure* not damaged by the same *loss insured*;
- (3) the ordinance or law regulates the construction or repair of the *building structure*, or establishes zoning or land use requirements at the described premises; and
- (4) the ordinance or law is in force at the time of the occurrence of the same *loss insured*; or

- c. legally required changes to the undamaged portion of the *building structure* caused by the enforcement of a building, zoning, or land use ordinance or law, if:

- (1) the enforcement is directly caused by the same *loss insured*;
- (2) the requirement is in effect at the time the *loss insured* occurs; and
- (3) the legally required changes are made to the undamaged portions of specific *building structure* features, systems, or components that have been physically damaged by the *loss insured*.

We will not pay for legally required changes to specific *building structure* features, systems, or components that have not been physically damaged by the *loss insured*.

4. Building Ordinance or Law Coverage Limitations.

- a. *We* will not pay for any increased cost of construction:
 - (1) until the *building structure* is actually repaired or replaced at the same or another premises in the same general vicinity;
 - (2) unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years; and
 - (3) due to any original or subsequent construction, addition, modification, renovation, remodel, or repair to a *building structure* that did not comply with a building, zoning, or land use ordinance or law in effect when the construction, addition, modification, renovation, remodel, or repair was performed.

b. **We** will not pay more under this coverage than the amount **you** actually spend:

- (1) for the increased cost to repair or rebuild the **building structure** at the same or another premises in the same general vicinity if relocation is required by ordinance or law; and
- (2) to demolish and clear the site of the undamaged portions of the **building structure** caused by enforcement of building, zoning, or land use ordinance or law.

We will not pay for more than a **building structure** of the same height, floor area, and style on the same or similar premises as the **building structure**, subject to the limit provided in paragraph 1. **Coverage Provided** of this option.

Option SG – Silverware and Goldware Theft. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item i., for theft of silverware and goldware is increased to be the amount shown in the **Declarations** for this option.

EXHIBIT 8



RBZ00015

State Farm Fire and Casualty Company

Fire Claim File Print

File History Information

Route To:

BASIC CLAIM INFORMATION

Claim Number: 36-53Q1-13C

Date of Loss: 06-15-2023

Policy Number: 36-CR-X405-8

Named Insured: WEST, NEIL S

FILE HISTORY

File History - File Notes

12-19-2024 - 12:05 PM CST

Performer: Wicker, Joe

Office:WHRUREC

File Note: File Note

Participant:

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Outbound Call

Sub Category:

Working vm,

RCF CTR Bob requesting claim status, CS explained that the CTR would have to contact the PA to get the claim status info. CTR said he understood and he will f/u with the PA

12-19-2024 - 11:13 AM CST

Performer: Burk, Carrie

Office:WHRUREC

File Note: Contact

Participant:

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Inbound Call

Sub Category:

CS working ACD line.

RCF CTR seeking update on claim.

CS reviewed update with CTR, however CTR confused by the supplemental.

CS provided CO's contact information and transferred to CO to seek clarification.

CS backing out of claim.

NFH

09-17-2024 - 8:22 AM CDT

Performer: Wicker, Joe

Office:WHRUREC

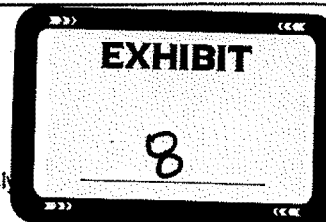
File Note: File Note

Participant: COASTAL CLAIMS SERVICES, INC

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Outbound Call

Sub Category:



Date: 03-14-2025

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

Page 1

SFF&CC/West_000069

Working new mail received an email from PA requesting that we review their photo, of the roof rain cap stating that this is a Items we missed doing our 1st inspection.

Reviewed the docs and contacted the PA Jose, CS explained that we would need additional photos verifying the location for the rain cap on the roof. PA said he understood and he will submit those docs.

NFH closing claim new mail will reopen the clam.

08-15-2024 - 9:32 AM CDT Performer: Bradley, Yasiin Office:WHRUREC

File Note: pending file note

Participant: COL / Line (Participant):

Category: Pending Sub Category:

Cov A: RCBs paid.

Cov B: n/a

Cov C: n/a

Sub: n/a

Mortgagee (Dollar One Y/N): no

Closing claim pending additional documentation to be reopened.

08-15-2024 - 9:31 AM CDT Performer: Bradley, Yasiin Office:WHRUREC

File Note: CTR PHOTOS FOR 2ND INSPECTION

Participant: COL / Line (Participant):

Category: Claim Note Sub Category:

- CTR submitted CX live photos previously submitted showing damage to the shingle
- CS reviewed photos submitted on 7/15/24 along with CTR EST, photos resembles previous submitted photos for CTR on 3/30/24.
- Per TM review "no additional damages to roofing," CTR photos does not reflect additional damage done.
- All items were addressed at initial inspection by adjuster.
- Additional inspection is not warranted.
- NI and CTR were informed 2nd inspection or TRR not warranted.
- Decision remains.
- CS contacted PA and NI notifying decision remains the same at this time.
- Claim can be closed pending additional supporting documentation to be reopened.

07-30-2024 - 11:31 AM CDT Performer: Wicker, Joe Office:WHRUREC

File Note: File Note

Participant: COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Inbound Call Sub Category:

RCF the Agent, NI's called to get the status of the claim, CS explained that we have received the CTR's docs but we have not made it to that mail date yet. Agent said she understood.

07-26-2024 - 8:55 AM CDT Performer: Thomas, Dawn Office:WHRUREC

File Note: Claim Note

Participant: COASTAL CLAIMS SERVICES, INC COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Claim Note Sub Category:

Revd claim - PA has been provided an update

PHone message sent to CO in errir

07-25-2024 - 11:58 AM CDT Performer: Berndtson, Erica Office:PROPVPLH

File Note: Contact

Participant: COASTAL CLAIMS SERVICES, INC COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact Sub Category:

CS received voicemail from PA Kelsey left voicemail requesting timeline for supplement/2nd inspection review. PA Kelsey call back number 386-478-4911.

07-25-2024 - 10:53 AM CDT Performer: Wicker, Joe Office:WHRUREC

File Note: File Note

Participant: COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Outbound Call Sub Category:

Working vm.

Spoke with the PA rep and explained that the mail was received but we haven't made it to that mail date yet. PA Rep said she understood.

05-08-2024 - 10:20 AM CDT

Performer: Berndtson, Erica

Office:WHRUREC

File Note: Pending File Note

Participant:

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Pending

Sub Category:

PENDING File Note

Cov A: nothing, RCBs paid.

Cov B: n/a

Cov C: n/a

Sub: n/a

Mortgagee (Dollar One Y/N): no

05-08-2024 - 10:20 AM CDT

Performer: Berndtson, Erica

Office:WHRUREC

File Note: Policy sent to PA

Participant: COASTAL CLAIMS SERVICES, INC

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Claim Note

Sub Category:

CS working personal queue, email policy to PA.

CS emailed policy and declaration to PA.

Pending - Nothing, RCBs paid.

NFHR - Closing Claim.

05-06-2024 - 6:28 PM CDT

Performer: Cardona, Andrea

Office:WHRUREC

File Note: Outbound Call

Participant:

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Outbound Call

Sub Category:

CS assisting CO VMs

PA requesting update on copy of policy

CS made outbound call to PA, no answer, left VM explaining no update at this time

04-29-2024 - 4:40 PM CDT

Performer: Berndtson, Erica

Office:WHRUREC

File Note: Claim Note

Participant: COASTAL CLAIMS SERVICES, INC

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Outbound Call, Contact -
Inbound Call

Sub Category:

CS working voicemail, PA called requesting copy of policy and declarations page.

CS reviewed/labeled new mail: PA LOR.

CS emailed PA accepted letter to NI, DF to claim.

CS completed underwriting request for policy and declarations page.

TCT PA, no answer.

CS emailed PA explaining document request being processed and will be emailed to PA once received, DF to claim.

CS set calendar task to forward policy and declarations page once received.

04-10-2024 - 12:42 PM CDT

Performer: Mebane, Christy

Office:PROX

File Note: No 2nd inspection letter approved

Participant:

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Claim Note	Sub Category:
Emailed to both NI's AO and CTR No further claim handling at this time, closing claim, new email will reopen.	
04-10-2024 - 12:25 PM CDT	Performer: Taylor, Jason Office:PROX
File Note: RE:TM review requested	
Participant:	COL / Line (Participant): 35 / 001(Named Insured(s))
Category: Claim Note	Sub Category:
Approved.	
04-10-2024 - 10:04 AM CDT	Performer: Mebane, Christy Office:PROX
File Note: RE:TM review requested	
Participant:	COL / Line (Participant): 35 / 001(Named Insured(s))
Category: Claim Note	Sub Category:
sent No 2 nd inspection letter for approval	
04-08-2024 - 4:32 PM CDT	Performer: Taylor, Jason Office:PROX
File Note: RE:TM review requested	
Participant:	COL / Line (Participant): 35 / 001(Named Insured(s))
Category: Claim Note	Sub Category:
Christy,	
Here are the things I see:	
• CTR's pics do not look like hail. So, then I look at our own. • Small hail to some of the metals. • turtle with small hail spatter and no dents to it. • Some screens. Some that we bought don't look like hail to me. • Shingles, ridge, valley don't show hits.	
Talk PH through the decision. No 2nd inspection is indicated. Send letter after you talk it through with PH and Agent.	
04-08-2024 - 12:15 PM CDT	Performer: Mebane, Christy Office:PROX
File Note: TM review requested	
Participant:	COL / Line (Participant): 35 / 001(Named Insured(s))
Category: Claim Note	Sub Category:
I went through the pictures- I see several pictures of popped blisters- but no for sure hail There is notes from a CH saying the same- then CTR called, and next CH reopened- It is harder for me to tell through pictures- I would like to request a review to see if you think a 2nd inspection is warranted	
thank you	
04-05-2024 - 5:47 PM CDT	Performer: Napoles, Alexis Office:WHRUREC
File Note: Contact - Inbound Call	
Participant: TRADEMARK EXTERIORS RESTORATION	COL / Line (Participant):
Category: Contact - Inbound Call	Sub Category:
CS working phones	
• RCF Bobby OBO CTR Trademark Exteriors • CTR advised photos were sent on 03/30 and was requesting claim status • CS rev'd file, previous CS rev'd photos and no further handling was completed • CS rev'd photos provided by CTR • Photos seem to indicate potential ADPL to roof shingles • Accuweather indicates 2.25" hail on DOL • CS advised claim will be r/a to field to review for possible 2nd inspection • CTR U/S and had no further questions	
CS R/A to field to review for possible 2nd inspection, CTR provided photos which seem to indicate possible ADPL not accounted for on roofing shingles, please review for possible 2nd inspection	
04-03-2024 - 11:11 AM CDT	Performer: Collett, Temicka Office:WHRUREC
File Note: Photos of Shingle Damage	
Participant:	COL / Line (Participant): 35 / 001(Named Insured(s))
Category: Claim Note	Sub Category:

- Working new mail tasks
- Labeled documents in file
 - Multiple photos of shingle damage to various slopes
- Damage to shingles in photos did not appear to be ADPL hail damage
- CTR requesting TRR
 - TRR not considered due to photos submitted does not support ADPL hail damage
- No updates to SFE made; SF's decision unchanged
- No RCBs remain
- Claim closed

03-15-2024 - 4:32 PM CDT

Performer: Haun, Kristin

Office:WHRUREC

File Note: Claim note

Participant: TRADEMARK EXTERIORS
RESTORATION

COL / Line (Participant):

Category: Fire Estimatics, Contact - Outbound Call,
Claim Note

Sub Category:

- CS working messages
- PCT CTR (Bobby) to explain and clarify denied supplements.
- CTR did not provide any missed/omitted damages that are not on SFE for elevation for roof work. CTR is requesting TRR. Additional staining and measurements on fence are not warranted. SFE allows for damaged areas of fence to be stained. Additional staining of fence is not warranted because the separate areas of fencing did not match pre-loss. Photos of bathroom ceiling do not appear to be water damage.
- LMOVM with call back information.

03-14-2024 - 2:06 PM CDT

Performer: Ernest, Connie

Office:WHRUREC

File Note: Working Phones

Participant: NEIL S WEST, LACY WEST

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Inbound Call

Sub Category:

CS Working Phones

- CS RCF CTR Bobby stating that he'd received the email with the SFE and had questions about the non-supported items.
- CS reviewed the file notes and observed that CS Kristin had recently reconciled the supplement request.
- CTR asked if CS Kristin can give him a call to discuss those non-supported items.
- CS advised CTR that the CS will reach out to address his questions and concerns.
- CTR u/s NFQ.
- NFH.

03-14-2024 - 1:12 PM CDT

Performer: Haun, Kristin

Office:WHRUREC

File Note: Claim note

Participant: NEIL S WEST

COL / Line (Participant):

Category: Fire Estimatics, Contact - Outbound Call,
Contact - Inbound Call, Claim Note

Sub Category:

- CS working phones
- RCF CTR (Bobby) inquiring on status of supplements. Received, labeled and reviewed CTRE with signed contract and photos. Reviewed file notes and documents.
- Advised CTR would be notified of any updates to SFE
- Supplements
 - TRR and additional elevation work - NOT APPROVED - CTR did not supply any evidence of missed damages
 - Additional LF on fence - NOT APPROVED - SFE covers damaged area, fence did not match in stain color prior to storm
 - Bathroom - NOT APPROVED - photos do not appear to be water stains at ceiling
 - Bedroom - APPROVED - already on SFE, allowed for floor protection, D&R ceiling fan and moving and resetting contents
 - Closet - APPROVED - already on SFE, allowed for floor protection and moving and resetting contents
- Nothing to warrant an additional inspection at this time
- Updated SFE to release depreciation per signed contract
- Payment letter, SOL and customer copy emailed to NI and DF to claim. Paper draft issued. Not eligible for DP
- Customer copy emailed to CTR and DF to claim
- PCT NI to advise of decision. LMOVM with call back information
- NFH

10-19-2023 - 1:06 PM CDT

Performer: Balser, Max R

Office:WDMOEC

File Note: CES Review

Date: 03-14-2025

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

SFF&CC/West_000073

Participant: Category: Management Called Neil West to discuss his response on the CES.	COL / Line (Participant): Sub Category:
We discussed that when the CO and PH inspected the exterior that the CO pointed out hail damaged items like the gutters, window screens, and the stain on the wood fence.	
Then the CO inspected the roof. After the roof inspection, the CO showed the PH the photos of spatter on the roof turtle vents, and multiple shingle photos, valleys, ridges, slope overviews, then told the PH does not have any wind or hail damage to the shingles. PH was told by 2 other roofers that he had damage to all the shingles.	
We discussed that if his roofer has any photos or proposals that he would like us to consider, we would be happy to review. He asked if his chosen roofer wanted to meet us to inspect roof again, would we. I advised that we would consider any review and would be able to re-inspect his roof system.	
He thanked me for the call, and stated it meant alot to him that we would follow up in his concerns.	
09-29-2023 - 1:34 AM CDT File Note: Agent contact	Performer: Gooch, Cedric Office: WDOKTUL
Participant: Category: Contact	COL / Line (Participant): Sub Category:
CO emailed agent Nancy Holcomb with inspection findings and results. Email was drop filed to documents.	
09-29-2023 - 1:34 AM CDT File Note: Settlement	Performer: Gooch, Cedric Office: WDOKTUL
Participant: Category: Claim Note	COL / Line (Participant): Sub Category:
CO completed and settled claim onsite.	
09-29-2023 - 1:30 AM CDT File Note: Inspection file note	Performer: Gooch, Cedric Office: WDOKTUL
Participant: Category: Fire Estimatics	COL / Line (Participant): Sub Category:

INSPECTION RESULTS:

Met with: Neil West

Date/Time: 09/28/23 @ 5pm

CTR name, if applicable:

Photos taken and labeled by YPS2

Prior Losses: **Related Prior**, repairs completed

Coverage A - **Roof scope sheet uploaded.**

Exterior scope sheets uploaded. CO inspected the property with NI. Inspection completed on dwelling. No hail damage was documented to the shingles on the dwelling roof. Hail damage was documented to gutters, downspouts, window screens, and fence stain..

Discussed and agreed upon scope with NI. Advised that CO would complete the estimate and contact to settle. NI stated he u/s.

Dwelling: ROOF: Approx. 4yr old 30yr laminate shingle in avg. condition. There is one layer with felt and starter shingles, with drip edge. Pitch is 10/12. No hail damage documented to the chimney flue cap and metal roof vents. CO documented no hail damage to the shingles on any directional slope. Roof warrants full replacement based on impacts/sq.

ELEV:

FT: Hail damage to gutters and window screens.

RT: Hail damage to gutters.

RR: Hail damage to gutters, downspout, and window screen.

LT: Hail damage to gutters, downspout, and window screen.

Other Structures: Hail damage to fence stain.

Interior: CO documented water stain on ceiling in bedroom.

Labor minimums: Applied as warranted, removed those that will be completed by a primary repair trade.

GCO&P: Not applied to estimate due to lack of complexity or need for coordination of repairs. Repairs can be completed without trade interference.

Depreciation: Applied based on approx. age as identified during the inspection or provided by NI

Coverage B - Personal Property: No personal property reported by NI.

Coverage C - Additional Living Expense (ALE): None-Home is habitable.

Sub/Salvage: Weather related - no sub potential. No salvage value in damaged material/items

Building Code Jurisdictional Table utilized, code reviewed, coverage applies.

CO completed SFE and settled claim onsite.

09-23-2023 - 1:01 PM CDT

Performer: Boydston, Kim

Office:WDOKTUL

File Note: TM reassignment

Participant:

COL / Line (Participant):

Category: Management

Sub Category:

Please note scheduled inspection.

09-16-2023 - 12:09 AM CDT

Performer: Hervey, Brandi

Office:WDOKTUL

File Note: Pending

Participant: NEIL S WEST, LACY WEST

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Pending	Sub Category:	
PENDING File Note		
Cov A:		
• Pending inspection scheduled 9/29/2023 with 12-2PM arrival window • Pending SFE • Pending CDE • Pending settlement call with NI • Pending settlement call with AO • Pending close		
Cov B:		
• Pending inspection		
Cov C:		
• No, home is still habitable		
Sub:		
• No, loss due to weather event		
Mortgage (Dollar One Y/N): N- Rocket Mortgage		
09-16-2023 - 12:07 AM CDT	Performer: Hervey, Brandi	Office:WDOKTUL
File Note: QFC		
Participant: NEIL S WEST, LACY WEST		COL / Line (Participant): 35 / 001(Named Insured(s))
Category: Quality First Contact		Sub Category:
Fire Property QFC - Wind/Hail		
Policy Type: Homeowners		
Prior Related Losses/ISO Details: Possible Related Prior		
Number of Stories: 1		
Roofing/Siding Type: Comp		
Class IV identified on Policy Screen (Yes/No): No		
Steep/Walkable: Steep		
Age of Roofing/Siding: 6-7 years		
AccuWeather Report Details: Hail size 2.25 or greater		
FOL as provided by contact: Hail caused damage to dwelling		
Narrative Description of Damage: Damage to roof, interior room, exterior, and soft metals		
Exterior Damage: Y		
Interior Damage: Y		
Mitigation Performed:		
Building Habitability: Habitable		
Power Outage: N/A		
Personal Property Damage: Pending inspection		
Food Loss: N/A		
Coverage C - ALE Status, if uninhabitable: N/A		
Subrogation: No sub for this weather loss		
Mortgage Company, Dollar One (yes/no): N- Rocket Mortgage		
Ctr Name (if applicable): Trademark Exteriors		
Ctr Added to Participants (yes/no): Y		
Offered SFPSP CSP or RSP: N		
REIAP utilized? (yes/no): N		
Explanation of claim handling process/next steps: Yes, inspections scheduled 9/29/2023 with 12-2PM arrival window		

Date: 03-14-2025

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

SFF&CC/West_000076

09-12-2023 - 9:35 AM CDT Performer: Cathell, Stacy Office:WDOKTUL

File Note: AVM review

Participant: NEIL S WEST

COL / Line (Participant):

Category: Claim Note

Sub Category:

ECR has made first contact attempt with 2nd pending.

08-24-2023 - 6:58 PM CDT Performer: Hervey, Brandi Office:WDOKTUL

File Note: 2nd Attempt contact NI

Participant: NEIL S WEST, LACY WEST

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Outbound Call

Sub Category:

Sent ODM.

Called NI, Neil West @0014 phone number and Lacy West @0013 phone number. No option to leave VM as @0014 line VM box was full and @0013 phone number was answered by a man who stated it was the wrong number.

- FC0011519 Contact follow up letter sent via email

08-06-2023 - 3:26 PM CDT Performer: Hervey, Brandi Office:WDOKTUL

File Note: Contact NI

Participant: NEIL S WEST, LACY WEST

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Contact - Outbound Call

Sub Category:

Sent ODM.

Called NI, Neil West @0014 phone number and Lacy West @0013 phone number. Calls were unanswered. Left VM requesting c/b to discuss claim and schedule inspection date.

- FC0010918 Contact initial attempt letter sent via email

07-28-2023 - 10:34 PM CDT Performer: Hervey, Brandi Office:WDOKTUL

File Note: Pending

Participant: NEIL S WEST, LACY WEST

COL / Line (Participant): 35 / 001(Named Insured(s))

Category: Pending

Sub Category:

PENDING File Note

Cov A:

- Pending QFC and inspection scheduling
- Pending confirmation of CTR - Update participants if needed
- Pending FIOT
- Pending Accuweather
- Pending inspection
- Pending SFE
- Pending CDE
- Pending settlement call with NI
- Pending settlement call with AO
- Pending close

Cov B:

- Pending inspection

Cov C:

- No, home is still habitable

Sub:

- No, loss due to weather event

Mortgagee (Dollar One Y/N): N- Rocket Mortgage

File History - File Note System Generated

05-08-2024 - 10:16 AM CDT Performer: Berndtson, Erica Office: WHRUREC

System Generated File Note: Document Management - Email Request

Participant:

COL / Line (Participant):

Category: Claim Note

To: TEAMLEADSUPPORT@COASTALCLAIMS.NET

From: statefarmfireclaims@statefarm.com

Subject: 36-53Q1-13C

Message:

Please find important information from State Farm Claims attached.

Document(s) Include:

05/07/2024-eEF_61505072415010/002-VC-1-Declarations page from U_W_1.pdf, Pages: [All].

05-08-2024 - 10:15 AM CDT

Performer: Berndtson, Erica

Office: WHRUREC

System Generated File Note: Document Management - Email Request

Participant:

COL / Line (Participant):

Category: Claim Note

To: TEAMLEADSUPPORT@COASTALCLAIMS.NET

From: statefarmfireclaims@statefarm.com

Subject: 36-53Q1-13C

Message:

Please find important information from State Farm Claims attached.

Document(s) Include:

05/07/2024-eEF_61505072415010/003-VC-1-HW-2136 Policy_1.pdf, Pages: [All].

04-29-2024 - 4:37 PM CDT

Performer: Berndtson, Erica

Office: SYSTEM

System Generated File Note: FC0000067 - FREE FORM - GENERAL

Participant:

COL / Line (Participant):

Category: Correspondence

FREE FORM - GENERAL were e-mailed by Erica Berndtson on 04/29/2024

04-29-2024 - 4:23 PM CDT

Performer: Berndtson, Erica

Office: SYSTEM

System Generated File Note: FC0011937 - PUBLIC ADJUSTER CONFIRMATION TO INSURE

Participant: COASTAL CLAIMS SERVICES, INC

COL / Line (Participant): COASTAL CLAIMS SERVICES,
INC

Category: Correspondence

PUBLIC ADJUSTER CONFIRMATION TO INSURED were e-mailed by Erica Berndtson on 04/29/2024

04-05-2024 - 5:47 PM CDT

Performer: System

Office: CORPSYS

System Generated File Note: Assignment Notification

Participant:

COL / Line (Participant):

Category: Claim Note

Assignment Notification sent to Mebane, Christy (SHEL) at christy.mebane.shel@statefarm.com

— Message Details —

Fire Claim Number = 36-53Q1-13C

Insured Name = NEIL WEST

Date Of Loss = 06-15-2023

Location of Loss Address = 7 NW BRIARCREEK DR

LAWTON, Oklahoma 735059537

Insured Default Phone Number = (580) 695-0014

Facts of Loss = FINAL: Hail damage to roof, gutters, window screens and fence.

Agent Name =

Agent Phone =

Probable Cause = Hail

03-14-2024 - 1:05 PM CDT

Performer: Haun, Kristin

Office: SYSTEM

System Generated File Note: FC0016199 - HRU PAYMENT

Participant:

COL / Line (Participant):

Category: Correspondence

HRU PAYMENT were e-mailed by Kristin Haun on 03/14/2024

03-14-2024 - 1:04 PM CDT

Performer: INTMSG_TEXT_PUSH

Office: CORPSYS

System Generated File Note: TEXT-CLAIM_FIRE_PAYMENT_MADE

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Correspondence

Text message: "State Farm: Hi Neil. We made a payment on your claim 36-53Q1-13C and it can be viewed on our mobile app here: <https://st8.farm/4t5uWRpNOi> or online here: <https://st8.farm/44KEVpcKsS>" was automatically sent to 580-695-0014 on 3/14/2024.

03-14-2024 - 1:04 PM CDT

Performer: INTMSG_TEXT_PUSH

Office: CORPSYS

System Generated File Note: TEXT-CLAIM_FIRE_PAYMENT_MADE

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Correspondence

Text message: "State Farm: Hi Lacy. We made a payment on your claim 36-53Q1-13C and it can be viewed on our mobile app here: <https://st8.farm/5BeoafAKnv> or online here: <https://st8.farm/wfwMlqKxja>" was automatically sent to 580-560-0522 on 3/14/2024.

03-14-2024 - 1:04 PM CDT

Performer: System

Office: CORPSYS

System Generated File Note: EMAIL-PAYMENT ACTIVITY FIRE

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Correspondence

EMAIL-PAYMENT ACTIVITY FIRE was automatically emailed to NEILSPENCERWEST@SBCGLOBAL.NET on 3/14/2024 at 06:04 PM (GMT).

03-14-2024 - 1:04 PM CDT

Performer: System

Office: CORPSYS

System Generated File Note: EMAIL-PAYMENT ACTIVITY FIRE

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Correspondence

EMAIL-PAYMENT ACTIVITY FIRE was automatically emailed to LACYLOU@GMAIL.COM on 3/14/2024 at 06:04 PM (GMT).

03-14-2024 - 1:03 PM CDT

Performer: Haun, Kristin

Office: WHRUREC

System Generated File Note: MAX Settlement

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Claim Note

Payment submitted from MAX Settlement

Forms and Correspondence (FC0016199 EN) initiated from MAX Settlement

ROCKET MORTGAGE LLC ISAOA

Lenders Loss Payable Endorsement:No

Dollar One:No

Assurant CDE:Not Checked

Coverage A Dollar Amount Threshold > than or = to \$7500:No, System Check: No, Alias verified: VADV3G

03-14-2024 - 1:03 PM CDT	Performer: Haun, Kristin	Office: WHRUREC
System Generated File Note: MAX Settlement		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Claim Note		
Payment submitted from MAX Settlement		
Forms and Correspondence (FC0016199 EN) initiated from MAX Settlement		
ROCKET MORTGAGE LLC ISAOA		
Lenders Loss Payable Endorsement:No		
Dollar One:No		
Assurant CDE:Not Checked		
Coverage A Dollar Amount Threshold > than or = to \$7500:No, System Check: No, Alias verified: VADV3G		
03-14-2024 - 1:03 PM CDT	Performer: Haun, Kristin	Office: WHRUREC
System Generated File Note: MAX Settlement		
Participant: ROCKET MORTGAGE LLC ISAOA	COL / Line (Participant): ROCKET MORTGAGE LLC ISAOA	
Category: Claim Note		
Payment submitted from MAX Settlement		
Forms and Correspondence (FC0016199 EN) initiated from MAX Settlement		
ROCKET MORTGAGE LLC ISAOA		
Lenders Loss Payable Endorsement:No		
Dollar One:No		
Assurant CDE:Not Checked		
Coverage A Dollar Amount Threshold > than or = to \$7500:No, System Check: No, Alias verified: VADV3G		
03-14-2024 - 1:03 PM CDT	Performer: Haun, Kristin	Office: WHRUREC
System Generated File Note: Summary of Loss		
Participant: LACY WEST	COL / Line (Participant): LACY WEST	
Category: Claim Note		
Summary of Loss saved from MAX Settlement		
03-14-2024 - 1:03 PM CDT	Performer: Haun, Kristin	Office: WHRUREC
System Generated File Note: Summary of Loss		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Claim Note		
Summary of Loss saved from MAX Settlement		
09-28-2023 - 7:21 PM CDT	Performer: Gooch, Cedric	Office: SYSTEM
System Generated File Note: FC0016725		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Correspondence		
FC0016725 - HOME ESTIMATICS INFOGRAPHIC - AUTOMATED was automatically created and emailed through Forms & Correspondence to NEILSPENCERWEST@SBCGLOBAL.NET		
09-28-2023 - 7:16 PM CDT	Performer: INTMSG_TEXT_PUSH	Office: CORPSYS
System Generated File Note: TEXT-CLAIM_FIRE_EST_NI		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Correspondence		
Text message: "State Farm: Hi Neil. An estimate of the damage has been completed, you may view your estimate online here https://st8.farm/6xnaxeEuD or it can be viewed on our mobile app here: https://st8.farm/WWx5gcPR9m on claim 36-53Q1-13C" was automatically sent to 580-695-0014 on 9/29/2023.		
09-28-2023 - 7:16 PM CDT	Performer: System	Office: CORPSYS
System Generated File Note: EMAIL-FIRE ESTIMATE INITIAL		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Correspondence		

EMAIL-FIRE ESTIMATE INITIAL was automatically emailed to NEILSPENCERWEST@SBCGLOBAL.NET on 9/29/2023 at 12:16 AM (GMT).
09-28-2023 - 7:16 PM CDT Performer: System Office: CORPSYS
System Generated File Note: EMAIL-FIRE ESTIMATE INITIAL
Participant: LACY WEST COL / Line (Participant): LACY WEST
Category: Correspondence

EMAIL-FIRE ESTIMATE INITIAL was automatically emailed to LACYLOU@GMAIL.COM on 9/29/2023 at 12:16 AM (GMT).
09-28-2023 - 7:16 PM CDT Performer: INTMSG_TEXT_PUSH Office: CORPSYS
System Generated File Note: TEXT-CLAIM_FIRE_EST_NI
Participant: NEIL S WEST COL / Line (Participant): NEIL S WEST
Category: Correspondence

Text message: "State Farm: Hi Neil. An estimate of the damage has been completed, you may view your estimate online here <https://st8.farm/Kpj1n6pdas> or it can be viewed on our mobile app here: <https://st8.farm/j7x0mCYUyl> on claim 36-53Q1-13C" was automatically sent to 580-695-0014 on 9/29/2023.

09-28-2023 - 7:16 PM CDT Performer: System Office: CORPSYS
System Generated File Note: EMAIL-FIRE ESTIMATE INITIAL
Participant: NEIL S WEST COL / Line (Participant): NEIL S WEST
Category: Correspondence

EMAIL-FIRE ESTIMATE INITIAL was automatically emailed to NEILSPENCERWEST@SBCGLOBAL.NET on 9/29/2023 at 12:16 AM (GMT).
09-28-2023 - 7:16 PM CDT Performer: System Office: CORPSYS
System Generated File Note: EMAIL-FIRE ESTIMATE INITIAL
Participant: LACY WEST COL / Line (Participant): LACY WEST
Category: Correspondence

EMAIL-FIRE ESTIMATE INITIAL was automatically emailed to LACYLOU@GMAIL.COM on 9/29/2023 at 12:16 AM (GMT).
09-28-2023 - 5:57 PM CDT Performer: Gooch, Cedric Office: SYSTEM
System Generated File Note: FC0016508
Participant: NEIL S WEST COL / Line (Participant): NEIL S WEST
Category: Correspondence

FC0016508 - HOMEOWNERS RCB SETTLEMENT INFOGRAPHIC - AUTOMATED was automatically created and emailed through Forms & Correspondence to NEILSPENCERWEST@SBCGLOBAL.NET

09-28-2023 - 5:50 PM CDT Performer: INTMSG_TEXT_PUSH Office: CORPSYS
System Generated File Note: TEXT-CLAIM_FIRE_PAYMENT_MADE
Participant: NEIL S WEST COL / Line (Participant): NEIL S WEST
Category: Correspondence

Text message: "State Farm: Hi Neil. We made a payment on your claim 36-53Q1-13C and it can be viewed on our mobile app here: <https://st8.farm/wZjegdQWev> or online here: <https://st8.farm/DhY9tKwMpF>" was automatically sent to 580-695-0014 on 9/28/2023.

09-28-2023 - 5:50 PM CDT Performer: System Office: CORPSYS
System Generated File Note: EMAIL-PAYMENT ACTIVITY FIRE
Participant: NEIL S WEST COL / Line (Participant): NEIL S WEST
Category: Correspondence

EMAIL-PAYMENT ACTIVITY FIRE was automatically emailed to NEILSPENCERWEST@SBCGLOBAL.NET on 9/28/2023 at 10:50 PM (GMT).

09-28-2023 - 5:50 PM CDT Performer: System Office: CORPSYS
System Generated File Note: EMAIL-PAYMENT ACTIVITY FIRE
Participant: LACY WEST COL / Line (Participant): LACY WEST
Category: Correspondence

EMAIL-PAYMENT ACTIVITY FIRE was automatically emailed to LACYLOU@GMAIL.COM on 9/28/2023 at 10:50 PM (GMT).
09-28-2023 - 5:49 PM CDT Performer: Gooch, Cedric Office: WDOKTUL
System Generated File Note: MAX Settlement
Participant: LACY WEST COL / Line (Participant): LACY WEST
Category: Claim Note

Payment submitted from MAX Settlement

ROCKET MORTGAGE LLC ISAOA

Lenders Loss Payable Endorsement:No

Dollar One:No

Assurant CDE:No

Coverage A Dollar Amount Threshold > than or = to \$7500:No, System Check: No, Alias verified: YPS2

09-28-2023 - 5:49 PM CDT

Performer: Gooch, Cedric

Office: WDOKTUL

System Generated File Note: MAX Settlement

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Claim Note

Payment submitted from MAX Settlement

ROCKET MORTGAGE LLC ISAOA

Lenders Loss Payable Endorsement:No

Dollar One:No

Assurant CDE:No

Coverage A Dollar Amount Threshold > than or = to \$7500:No, System Check: No, Alias verified: YPS2

09-28-2023 - 5:49 PM CDT

Performer: Gooch, Cedric

Office: WDOKTUL

System Generated File Note: MAX Settlement

Participant: ROCKET MORTGAGE LLC ISAOA

COL / Line (Participant): ROCKET MORTGAGE LLC ISAOA

Category: Claim Note

Payment submitted from MAX Settlement

ROCKET MORTGAGE LLC ISAOA

Lenders Loss Payable Endorsement:No

Dollar One:No

Assurant CDE:No

Coverage A Dollar Amount Threshold > than or = to \$7500:No, System Check: No, Alias verified: YPS2

09-16-2023 - 12:08 AM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: TEXT-CLAIM_FIRE_APPOINTMENT

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Correspondence

Text message: "State Farm: An inspection is scheduled for 09/29/2023 12:00 PM for claim 3653Q113C. Call 866-787-8676 ext 15631 if you need to reschedule the inspection." was automatically sent to 580-695-0014 on 9/16/2023 by alias VAEMSM.

09-13-2023 - 6:52 PM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: TEXT-ODM_CONTACT_ATTEMPT_EN_FIRE

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Correspondence

Text message: "State Farm: Hi Neil, we'll call you shortly about claim 3653Q113C. If you miss our call, you can call us at 866-787-8676 ext 15631." was automatically sent to 580-695-0014 on 9/13/2023 by alias VAEMSM.

09-05-2023 - 7:20 PM CDT

Performer: Hervey, Brandi

Office: SYSTEM

System Generated File Note: FC0011519 - CONTACT FIRST FOLLOW UP

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Correspondence

CONTACT FIRST FOLLOW UP were e-mailed by Brandi Hervey on 09/06/2023

09-05-2023 - 7:18 PM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: CSA Instruction

Participant:

COL / Line (Participant):

Category: Claim Note

Bundle released by user: VAEMSM for Claim 36-53Q1-13C

1 Print DOC TMPL: FC0011519

Documents Printed at Printer : PCQ2716.P27FIREPRINT02

09-05-2023 - 7:18 PM CDT

Performer: Hervey, Brandi

Office: SYSTEM

System Generated File Note: FC0011519 - CONTACT FIRST FOLLOW UP

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Correspondence

1 copy of CONTACT FIRST FOLLOW UP was bundled by Brandi Hervey on 09/06/2023

09-05-2023 - 7:00 PM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: TEXT-ODM_CONTACT_ATTEMPT_EN_FIRE

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Correspondence

Text message: "State Farm: Hi Neil, we'll call you shortly about claim 3653Q113C. If you miss our call, you can call us at 866-787-8676 ext 15631." was automatically sent to 580-695-0014 on 9/6/2023 by alias VAEMSM.

09-05-2023 - 6:53 PM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: TEXT-ODM_CONTACT_ATTEMPT_EN_FIRE

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Correspondence

Text message: "State Farm: Hi Neil, we'll call you shortly about claim 3653Q113C. If you miss our call, you can call us at 866-787-8676 ext 15631." was automatically sent to 580-695-0014 on 9/5/2023 by alias VAEMSM.

08-24-2023 - 6:57 PM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: CSA Instruction

Participant:

COL / Line (Participant):

Category: Claim Note

Bundle released by user: VAEMSM for Claim 36-53Q1-13C

1 Print DOC TMPL: FC0011519

Documents Printed at Printer : PCQ2716.P27FIREPRINT02

08-24-2023 - 6:56 PM CDT

Performer: Hervey, Brandi

Office: SYSTEM

System Generated File Note: FC0011519 - CONTACT FIRST FOLLOW UP

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Correspondence

1 copy of CONTACT FIRST FOLLOW UP was bundled by Brandi Hervey on 08/24/2023

08-24-2023 - 6:52 PM CDT

Performer: Hervey, Brandi

Office: SYSTEM

System Generated File Note: FC0011519 - CONTACT FIRST FOLLOW UP

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Correspondence

CONTACT FIRST FOLLOW UP were e-mailed by Brandi Hervey on 08/24/2023

08-24-2023 - 6:34 PM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: TEXT-ODM_CONTACT_ATTEMPT_EN_FIRE

Participant: LACY WEST

COL / Line (Participant): LACY WEST

Category: Correspondence

Text message: "State Farm: Hi Lacy, we'll call you shortly about claim 3653Q113C. If you miss our call, you can call us at 866-787-8676 ext 15631." was automatically sent to 580-695-0013 on 8/24/2023 by alias VAEMSM.

08-24-2023 - 6:31 PM CDT

Performer: Hervey, Brandi

Office: WDOKTUL

System Generated File Note: TEXT-ODM_CONTACT_ATTEMPT_EN_FIRE

Participant: NEIL S WEST

COL / Line (Participant): NEIL S WEST

Category: Correspondence

Text message: "State Farm: Hi Neil, we'll call you shortly about claim 3653Q113C. If you miss our call, you can call us at 866-787-8676 ext 15631." was automatically sent to 580-695-0014 on 8/24/2023 by alias VAEMSM.

08-06-2023 - 5:14 PM CDT

Performer: INTMSG_TEXT_PUSH

Office: CORPSYS

System Generated File Note: TEXT-INVALID_RESPONSE

Date: 03-14-2025

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

SFF&CC/West_000083

Participant:	COL / Line (Participant):	
Category: Correspondence		
Text message: "State Farm: We're not sure what you mean. For claim questions, visit statefarm.com/claims/claims-help" was automatically sent to 580-695-0013 on 8/6/2023.		
08-06-2023 - 3:26 PM CDT	Performer: Hervey, Brandi	Office: SYSTEM
System Generated File Note: FC0010918 - CONTACT INITIAL ATTEMPT		
Participant: LACY WEST	COL / Line (Participant): LACY WEST	
Category: Correspondence		
CONTACT INITIAL ATTEMPT were e-mailed by Brandi Hervey on 08/06/2023		
08-06-2023 - 3:21 PM CDT	Performer: Hervey, Brandi	Office: WDOKTUL
System Generated File Note: TEXT-ODM_CONTACT_ATTEMPT_EN_FIRE		
Participant: LACY WEST	COL / Line (Participant): LACY WEST	
Category: Correspondence		
Text message: "State Farm: Hi Lacy, we'll call you shortly about claim 3653Q113C. If you miss our call, you can call us at 866-787-8676 ext 15631." was automatically sent to 580-695-0013 on 8/6/2023 by alias VAEMSM.		
08-06-2023 - 3:18 PM CDT	Performer: Hervey, Brandi	Office: WDOKTUL
System Generated File Note: TEXT-ODM_CONTACT_ATTEMPT_EN_FIRE		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Correspondence		
Text message: "State Farm: Hi Neil, we'll call you shortly about claim 3653Q113C. If you miss our call, you can call us at 866-787-8676 ext 15631." was automatically sent to 580-695-0014 on 8/6/2023 by alias VAEMSM.		
07-28-2023 - 11:41 PM CDT	Performer: Hervey, Brandi	Office: SYSTEM
System Generated File Note: FC0016192		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Correspondence		
FC0016192 - HOMEOWNERS BUILDING SETTLEMENT INFOGRAPHIC - AUTOMATED was automatically created and emailed through Forms & Correspondence to NEILSPENCERWEST@SBCGLOBAL.NET		
07-28-2023 - 2:13 PM CDT	Performer: INTMSG_TEXT_PUSH	Office: CORPSYS
System Generated File Note: TEXT-FIRE_NCN		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Correspondence		
Text message: "State Farm: Hi Neil. Visit https://st8.farm/KJQBPyJJEG to get contact information, upload photos and documents, view & manage your claim 36-53Q1-13C." was automatically sent to 580-695-0014 on 7/28/2023.		
07-28-2023 - 2:12 PM CDT	Performer: System	Office: CORPSYS
System Generated File Note: EMAIL-NEW CLAIM NOTIFICATION		
Participant: NEIL S WEST	COL / Line (Participant): NEIL S WEST	
Category: Correspondence		
EMAIL-NEW CLAIM NOTIFICATION was automatically emailed to NEILSPENCERWEST@SBCGLOBAL.NET on 7/28/2023 at 07:12 PM (GMT).		
07-28-2023 - 2:12 PM CDT	Performer: System	Office: CORPSYS
System Generated File Note: EMAIL-NEW CLAIM NOTIFICATION PREF		
Participant: LACY WEST	COL / Line (Participant): LACY WEST	
Category: Correspondence		
EMAIL-NEW CLAIM NOTIFICATION PREF was automatically emailed to LACYLOU@GMAIL.COM on 7/28/2023 at 07:12 PM (GMT).		
07-28-2023 - 2:02 PM CDT	Performer: System - Claim File	Office: System
System Generated File Note: Weather Data		
Participant:	COL / Line (Participant):	
Category: Claim Note		

AccuWeather provides three years of hail history based on the Date Reported and Loss Location in the Facts of Loss tab.

<u>Date of Hail</u>	<u>Hail Size (inches)</u>
---------------------	---------------------------

08/15/2023	3.5
05/06/2023	0.75
03/23/2023	1.0
05/31/2022	1.0
05/04/2022	1.25
04/23/2022	0.75
10/10/2021	0.75
09/28/2021	1.0
07/10/2021	1.0
08/29/2020	1.0
07/30/2020	1.0

Hail data listed was derived through an API call/interface with the external vendor Accuweather.

07-28-2023 - 2:02 PM CDT Performer: System - Claim File Office: System

System Generated File Note: Trademark Exteriors Restoration; SP; SP

Participant:

COL / Line (Participant):

Category: New Claim

Name: Trademark Exteriors Restoration

Roles: SERVICE_PROVIDER

07-28-2023 - 2:02 PM CDT Performer: System - Claim File Office: System

System Generated File Note: LACY WEST; NI

Participant:

COL / Line (Participant):

Category: New Claim

Name: LACY WEST

07-28-2023 - 2:02 PM CDT Performer: System - Claim File Office: System

System Generated File Note: NEIL WEST; PNI

Participant:

COL / Line (Participant):

Category: New Claim

Name: NEIL WEST

07-28-2023 - 2:02 PM CDT Performer: System - Claim File Office: System

System Generated File Note: Listed Property

Participant:

COL / Line (Participant):

Category: New Claim

Identifying Description: Listed Property

Address: 7 NW BRIARCREEK DR, LAWTON, OK, 735059537, USA

Description:

Indicate if the damage was caused by lightning: No

Is the damage to the building's exterior, interior, or both? Exterior

Indicate: Has the caller indicated the named insured's home is uninhabitable or involves a total loss to a detached structure(s), based on the facts of loss or information they provided? If uncertain, ask the caller: No

Indicate if Catastrophe Deductible Word Track was read: No

Indicate if Temporary Repairs - Fire word track was read: No

Indicate if applicable deductible(s) were read: No

(Water Shut Off) To protect your property from further damage, turn off the water at the shut-off valve nearest the source of the leak: No

(Carpet) We suggest that you or a contractor extract the water from the carpet and remove the water-damaged pad: No

(Appliances) If safe to do so, unplug and remove all appliances in affected rooms: No

(Protect Furniture) If possible, move furniture and other personal property out of the affected rooms or place aluminum foil under legs of furniture that cannot be removed to prevent stains on the flooring. Pull draperies up and away from wet areas: No

Indicate if Temporary Repairs - Water Removal & Restoration word track was read: No

Indicate if Temporary Repairs - Hail word track was read: Yes

Indicate if Temporary Repairs - Wind was read: No

Indicate if Temporary Repairs - Wind & Hail was read: No

07-28-2023 - 2:02 PM CDT

Performer: System - Claim File

Office: System

System Generated File Note: Preliminary Information

Participant:

COL / Line (Participant):

Category: New Claim

Indicate if damage to any houses, structures, or buildings: Yes

Were any of your personal or business items damaged? No

Was this incident reported to the police? No

07-28-2023 - 2:02 PM CDT

Performer: System - Claim File

Office: System

System Generated File Note: Loss Details

Participant:

COL / Line (Participant):

Category: New Claim

Reported by: Contractor

Person who reported the claim: Trademark Exteriors Restoration

Indicate if warm transferred from agent's office: No

Indicate the kind(s) of loss being reported: Hail

Indicate, Is this a first-party injury claim? (injury to insured) Is this a first-party property claim? (damage to the insured's owned and insured property) Is this a third-party injury claim? (alleged injury to another person) Is this a third-party property claim? (alleged damage to another person's property): First party property

Indicate if a Weather/Catastrophe loss? Yes

Indicate if the caller is filing this loss for record only: No

Indicate if caller is requesting a Record Only letter to provide to a government agency: No

Mark all applicable coverage(s) and deductible(s) read:

Loss Location Category: Listed Property

07-28-2023 - 2:02 PM CDT

Performer: System - Claim File

Office: System

System Generated File Note: Policy Details

Participant:

COL / Line (Participant):

Category: New Claim

Policyholder Address: 7 NW BRIARCREEK DR, LAWTON, OK, 735059537, UNITED STATES
Policyholder Type: Individual
Product Line: F
Policy Number: 36-CR-X405-8
Effective Date: 07/28/2023
Expiration Date: 12/29/2023
State and State Code: OK; 36
Indicate if Excess and Surplus: No
Excess and Surplus State:
Excess and Surplus Policy:

File History - Tasks

09-17-2024 - 8:22 AM CDT Performer: McLeod-Gleaton, Taylor Office: WHRUREC
Task: MANAGEMENT CALENDAR Status: Cleared
Participant: COL / Line (Participant):
Category: Calendar Sub Category:
Task is set for a manager on the claim. Task is set to display every 180 days until the assignment is closed.

09-17-2024 - 8:04 AM CDT Performer: Wicker, Joe Office: WHRUREC
Task: NEW MAIL Estimate Status: Completed
Participant: COL / Line (Participant):
Category: New Mail Sub Category: Estimate
Notifies claim handler that new mail has been received.

09-17-2024 - 7:26 AM CDT Performer: Wicker, Joe Office: WHRUREC
Task: NEW MAIL File Documentation Status: Completed
Participant: COL / Line (Participant):
Category: New Mail Sub Category: File Documentation
Notifies claim handler that new mail has been received.

08-15-2024 - 9:36 AM CDT Performer: Thomas, Dawn Office: WHRUREC
Task: MANAGEMENT CALENDAR Status: Cleared
Participant: COL / Line (Participant):
Category: Calendar Sub Category:
Task is set for a manager on the claim. Task is set to display every 180 days until the assignment is closed.

08-15-2024 - 9:35 AM CDT Performer: Bradley, Yasiin Office: WHRUREC
Task: NEW MAIL Estimate Status: Completed
Participant: COL / Line (Participant):
Category: New Mail Sub Category: Estimate
Notifies claim handler that new mail has been received.

08-15-2024 - 9:35 AM CDT Performer: Bradley, Yasiin Office: WHRUREC

EXHIBIT 9



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com

Structural Damage Claim Policy

This estimate is priced based on estimated market pricing for the cost of materials, labor, and other factors at the time of the loss.

Adjustments in market pricing and timing of the repairs may impact the final cost of covered repairs. Should you or the contractor you select have questions concerning our estimate, please contact us. If your contractor's estimate is higher than ours, you should contact us prior to beginning repairs. State Farm will work with you and your contractor to determine the actual and necessary cost of covered repairs at the time repairs will be completed, subject to policy terms, conditions and limits.

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.





Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane	Estimate: 00-0000-000
Property: 1 Main Street	Claim number: 00-0000-000
Anywhere, IL 00000-0000	Policy Number: 00-00-0000-0
Type of Loss: Other	Price List: ILBL&F_MAR 13
Deductible: \$1,000.00	Restoration/Service/ Remodel F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit) [3]		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable &		
Non-recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50
Less Non-recoverable Depreciation (Including Taxes) [7]	
Subtotal	312.50
General Contractor O&P on Depreciation	166.50
Less General Contractor O&P on Non-recoverable Depreciation	
Subtotal	
Total Maximum Additional Amounts Available If Incurred [8]	
Total Amount of Claim If Incurred [9]	

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total** – Total value of all line items in the estimate plus possible adjustments for labor minimums. Labor Minimum is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.

2. **General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.

3. **Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.

4. **Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.

5. **Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.

6. **Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less depreciation and deductible.

7. **Non Recoverable Depreciation** – Depreciation applied to items that are not eligible for replacement cost benefits.

8. **Total Maximum Additional Amount If Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.

9. **Total Amount of Claim If Incurred** – Total amount of the claim, including net actual cash value payment and total maximum additional amount available if incurred.

State Farm

WEST, NEIL

36-53Q1-13C

Insured:	WEST, NEIL	Estimate:	36-53Q1-13C
Property:	7 NW BRIARCREEK DR	Claim Number:	3653Q113C
	LAWTON, OK 73505-9537	Policy Number:	36CRX4058
Home:	580-510-0427	Price List:	OKLA28_01JUN23
Cellular:	580-695-0014		Restoration/Service/Remodel
Type of Loss:	Hail		
Deductible:	\$3,090.00		
Date of Loss:	6/15/2023		
Date Inspected:	9/28/2023		

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	4,686.80
Material Sales Tax	89.09
Replacement Cost Value	4,775.89
Less Depreciation (Including Taxes)	(767.39)
Less Deductible	(3,090.00)
Net Actual Cash Value Payment	\$918.50

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	767.39
Replacement Cost Benefits	767.39
Total Maximum Additional Amount Available If Incurred	767.39
Total Amount of Claim If Incurred	\$1,685.89

Gooch, Cedric
866-787-8676

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

A residential or commercial roofing contractor providing repairs or improvement services to be paid by an insured from the proceeds of a property or casualty insurance policy shall not, as an inducement to the sale or provision of goods or services to an insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an insured for providing any service to the insured. If a roofing contractor violates the provisions of this section, the insurer to whom the insured tendered the claim shall not be obligated to consider the estimate prepared by the roofing contractor. Every roofing contractor shall provide a written notification of the requirements of this section with its initial estimate. The adjuster or insurer shall provide a written notification of the requirements of this section in the initial estimate relating to the claim.



Explanation of Building Replacement Cost Benefits
Homeowner Policy
Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: WEST, NEIL
Address: 7 NW BRIARCREEK DR
City: LAWTON
State/Zip: OK, 73505-9537

Insured: WEST, NEIL
Date of Loss: 6/15/2023

Claim Number: 3653Q113C
Cause of Loss: HAIL

Your insurance policy provides replacement cost benefits for some or all of the loss or damage to your dwelling or structures. Replacement cost benefits pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss;
2. Promptly notify us within 30 days after the work has been completed; and
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

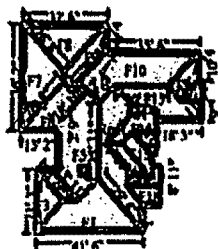
The estimate to repair or replace your damaged property is \$4,775.89 . The enclosed claim payment to you of \$918.50 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 767.39 .

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim specialist prior to beginning repairs.

All policy provisions apply to your claim.

36-5301-13C

Exterior



4,632.97 Surface Area
330.96 Total Perimeter Length
229.79 Total Lip Length

46.33 Number of Squares
99.08 Total Ridge Length

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
No Accidental Direct Physical Loss observed at time of inspection.						
Totals: Roof		0.00	0.00		0.00	0.00

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
* 1. R&R Gutter - aluminum - up to 5"						
275.00 LF	10.28	64.35	2,891.35	4/25 yrs Avg.	(462.62) 16.00%	2,428.73
Totals: Gutters		64.35	2,891.35		462.62	2,428.73

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
2. R&R Window screen, 1 - 9 SF 2.00 EA	42.14	3.28	87.56	4/30 yrs Avg.	(11.68) 13.33%	75.88
Totals; Front Elevation		3.28	87.56		11.68	75.88

State Farm

WEST, NELL

36-53Q1-13C

Right Elevation

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
No Accidental Direct Physical Loss observed at time of inspection.						
Totals: Right Elevation		0.00	0.00		0.00	0.00

Rear Elevation

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
* 3. R&R downspout - aluminum - up to 5"						
12.00 LF	10.28	2.81	126.17	4/25 yrs Avg.	(20.19) 16.00%	105.98
4. R&R Window screen, 1 - 9 SF						
1.00 EA	42.14	1.64	43.78	4/30 yrs Avg.	(5.84) 13.33%	37.94
Totals: Rear Elevation		4.45	169.95		26.03	143.92

Left Elevation

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
* 5. R&R downspout - aluminum - up to 5"						
12.00 LF	10.28	2.81	126.17	4/25 yrs Avg.	(20.19) 16.00%	105.98
6. R&R Window screen, 1 - 9 SF						
1.00 EA	42.14	1.64	43.78	4/30 yrs Avg.	(5.84) 13.33%	37.94
Totals: Left Elevation		4.45	169.95		26.03	143.92

State Farm

WEST, NEIL

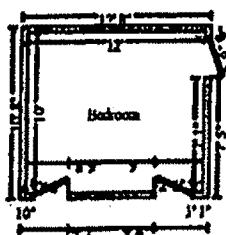
36-53Q1-13C

Fence

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
7. Clean the surface area							
	636.00 SF	0.38	0.31	241.99			241.99
8. Stain - wood fence/gate							
	636.00 SF	0.83	8.99	536.87	4/15 yrs Avg.	(143.17) 26.67%	393.70
Totals: Fence			9.30	778.86		143.17	635.69
Area Totals: Exterior							
	2,371.08 SF Walls		319.90	Exterior Perimeter of Walls		2,371.08 SF Walls and Ceiling	
	2,371.08 Exterior Wall Area					319.90 LF Floor Perimeter	
	4,632.97 Surface Area		46.33	Number of Squares		330.96 Total Perimeter Length	
	99.08 Total Ridge Length		229.79	Total Hip Length			
Total: Exterior			85.83	4,097.67		669.53	3,428.14

Interior



Bedroom

Height: 8'

352.00 SF Walls	120.00 SF Ceiling
472.00 SF Walls & Ceiling	120.00 SF Floor
44.00 LF Ceil. Perimeter	44.00 LF Floor Perimeter

Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
CEILING							
9. Content Manipulation charge - per hour							
	1.00 HR	39.58	0.00	39.58			39.58
10. Seal the surface area w/PVA primer - one coat							
	4.00 SF	0.52	0.01	2.09			2.09

State Farm

WEST, NUIL

36-53Q1-13C

CONTINUED - Bedroom

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
11. Paint more than the ceiling - one coat						
124.00 SF	0.61	0.85	76.49	5/15 yrs Avg.	(25.49) 33.33%	51.00
WALLS						
12. Paint the walls - one coat						
352.00 SF	0.61	2.40	217.12	5/15 yrs Avg.	(72.37) 33.33%	144.75
FLOOR						
No Accidental Direct Physical Loss observed at time of inspection.						
Totals: Bedroom		3.26	335.28		97.86	237.42
Area Totals: Interior						
352.00 SF Walls		120.00 SF Ceiling		472.00 SF Walls and Ceiling		
120.00 SF Floor		135.11 Total Area		44.00 LF Floor Perimeter		
120.00 Floor Area		46.67 Exterior Perimeter of Walls		44.00 LF Ceil. Perimeter		
420.00 Exterior Wall Area				352.00 Interior Wall Area		
Total: Interior		3.26	335.28		97.86	237.42
Area Totals: Dwelling						
2,723.08 SF Walls		120.00 SF Ceiling		2,843.08 SF Walls and Ceiling		
120.00 SF Floor		135.11 Total Area		363.90 LF Floor Perimeter		
120.00 Floor Area		366.57 Exterior Perimeter of Walls		44.00 LF Ceil. Perimeter		
2,791.08 Exterior Wall Area		46.33 Number of Squares		352.00 Interior Wall Area		
4,632.97 Surface Area		229.79 Total Hip Length		330.96 Total Perimeter Length		
99.08 Total Ridge Length						
Total: Dwelling		89.09	4,432.95		767.39	3,665.56

Debris Removal

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
13. Haul debris - per pickup truck load - including dump fees						
1.00 EA	144.12	0.00	144.12			144.12
Totals: Debris Removal		0.00	144.12		0.00	144.12

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State Farm

WEST, NUIL

36-53Q1-13C

Labor Minimums Applied

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
14. Window labor minimum							
	1.00 EA	178.98	0.00	178.98			178.98
15. General labor - labor minimum							
	1.00 EA	19.84	0.00	19.84			19.84
Totals: Labor Minimums Applied			0.00	198.82		0.00	198.82
Line Item Totals: 36-53Q1-13C			89.09	4,775.89		767.39	4,008.50

Grand Total Areas:

2,723.08 SF Walls	120.00 SF Ceiling	2,843.08 SF Walls and Ceiling
120.00 SF Floor		363.90 LF Floor Perimeter
		44.00 LF Ceil. Perimeter
120.00 Floor Area	135.11 Total Area	352.00 Interior Wall Area
2,791.08 Exterior Wall Area	366.57 Exterior Perimeter of Walls	
4,632.97 Surface Area	46.33 Number of Squares	330.96 Total Perimeter Length
99.08 Total Ridge Length	229.79 Total Hip Length	

EXHIBIT 10



Trademark Exteriors Restoration

36 NE 52nd Street
Oklahoma City, OK 73105
(405) 748-4444
info@tmexteriors.com

Client: Neil West
Property: 7 NW Briarcreek Drive
Lawton, OK 73505

Operator: BRANDONS

Type of Estimate: Hail
Date Entered: 3/7/2024 Date Assigned:

Price List: OKLA8X_MAR24
Labor Efficiency: Restoration/Service/Remodel
Estimate: WEST_NEIL
File Number: Claim Number: 3653Q113C

PLEASE READ THIS DOCUMENT CAREFULLY, THOROUGHLY, AND IN ITS ENTIRETY - PLEASE READ ALL FOOTNOTES AND REVIEW THE ATTACHED SUPPORTING AND SUBSTANTIVE DOCUMENTATION IN DETAIL.

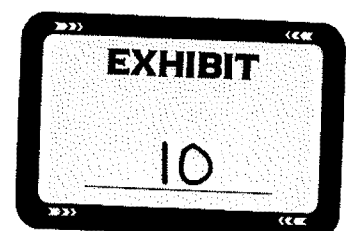
Trademark Exteriors Restoration standardly uses the primary insurance industry database (Xactimate) for preparation of property loss related repair estimates. This estimate has been prepared based on legitimate damage and a reasonable method of repairs. Additionally, this estimate may be subject to future revisions and/or additions.

Adopted and Required Building Codes: The 2015 International Residential Code (IRC) *has been adopted and enforced in its entirety* by Lawton, OK, unless otherwise specified in local amendments (which are additions and/or deletions to the already written building codes - see attached corresponding code documentation in the images section following this estimate). The 2015 International Code Council (ICC) are the rules that govern this estimate.

Important: "Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law." (IRC R113.4 Violation Penalties)

Overhead and Profit - See Below Disclosures from Xactware for Additional Reference: Overhead and Profit (if applicable) has been added accordingly.

For any questions related to the following estimate, please contact us.



SFF&CC/West_000321



Trademark Exteriors Restoration

36 NE 52nd Street
Oklahoma City, OK 73105
(405) 748-4444
info@tmexteriors.com

PLEASE READ THE FOLLOWING DISCLOSURE FROM XACTWARE CAREFULLY AND THOROUGHLY.

"Xactware cannot and does not represent or assume the accuracy of, or in any way endorse the content provided by its customers or any other entity. You warrant and represent, therefore, that your use of Licensed Product information is only as a source of opinion. You agree not to rely thereon without independent verification except at your own risk."

"Xactware does not warrant the accuracy of Price Data. Price Data is intended to be a representation of historical information to be used as a baseline or place to begin creation of an estimate. You are responsible to ensure the estimate includes pricing consistent with components including but not limited to actual materials, equipment, and labor pricing. You acknowledge and understand that Price Data provided as part of the Licensed Product is intended to target the most representative price of the various price points collected relevant to the specific line item in question. Having this single representative price per line item, computed from all valid price points researched in the market, means that some market price data are higher and some market price data are lower than that which is reported. You agree not to prohibit or preclude deviations from the Price Data where contractor requirements, market conditions, demand or any other factor warrants the use of a different line item price in the specific situation. The pricing information shall be compatible with the current version of the Licensed Product. This pricing information is provided for informational purposes only. It is your responsibility to ensure the estimates you write include pricing consistent with components including but not limited to actual materials, equipment, and labor pricing."

"Xactware publishes prices as close to the mid-point of the market as possible. As a result, generally half of the providers in each market will be priced higher, and half lower than the cost shown here. Due to the structure at which different roofing companies operate (traditional sub-contractors vs. roofing sales organizations) roofing costs quoted by local providers can cover a very broad / large range of prices."

"The building cost data published by Xactware is not designed to be inclusive of sales tax, General O&P, or Job-Related O&P within the unit prices. These can be specified and added at print time after all line items have been listed. However, Xactware has designed flexibility into the system so this is not mandatory. Xactware's users have the option to add these costs to their line items to their line items as they choose. The Xactimate system is designed to provide full detail on all costs that are incurred."

(Ref. XactAnalysis License Agreement:

<https://www.xactware.com/en-us/solutions/claims-management/xactanalysis/subscription-software-usage-agreement/>)



Trademark Exteriors Restoration

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Oklahoma City, OK 73105
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WEST_NEIL

Dwelling

Exterior

Exterior

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Gutter - aluminum - up to 5"	275.00 LF		0.54	9.89	64.75	586.62	3,519.62
2. R&R Downspout - aluminum - up to 5"	80.00 LF		0.54	9.89	18.84	170.64	1,023.88
3. Gutter splash guard	3.00 EA		0.00	24.47	0.53	14.78	88.72
4. R&R Wrap wood window frame & trim with aluminum sheet - Small	2.00 EA		30.40	161.55	3.97	77.58	465.45
Total: Exterior					88.09	849.62	5,097.67

Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
5. Tear off, haul and dispose of comp. shingles - Laminated	46.34 SQ		57.37	0.00	0.00	531.70	3,190.23
6. Remove Additional charge for steep roof - 10/12 - 12/12 slope	46.00 SQ		23.41	0.00	0.00	215.38	1,292.24
7. Roofing felt - 15 lb.	40.84 SQ		0.00	32.72	15.67	270.40	1,622.35

Per the 2015 International Residential Code (IRC), "For roof slopes of four units vertical in 12 units horizontal (4:12) or greater, underlayment shall be one layer applied in the following manner: underlayment shall be applied shingle fashion, parallel to and starting from the eave and lapped 2 inches. Distortions in the underlayment shall not interfere with the ability of the shingles to seal. End laps shall be 4 inches and shall be offset by 6 feet." (Ref. R905.2)

Additionally, per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

Per the approved manufacturer, GAF, "For hips, the underlayment should be lapped over the hips at least 4" (102 mm) to 6" (152 mm) as would be done on a new or complete tear-off installation. Use a 12" (305 mm) to 18" (457 mm) strip of underlayment to run along the hip and overlap the new underlayment on the replacement plane at least 6" (152 mm) to 12" (305 mm)."

Additionally per the approved manufacturer, GAF, "For ridges, the underlayment should be lapped over the ridge at least 4" (102 mm) to 6" (152 mm) as would be done on a new or complete tear-off installation. Use a 12" (305 mm) to 18" (457 mm) strip of underlayment to run along the ridge and overlap the new underlayment on the replacement plane at least 6" (152 mm) to 12" (305 mm)."

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

8. Roofing felt - 15 lb. - double coverage/low slope	0.34 SQ		0.00	57.77	0.24	3.96	23.84
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Trademark Exteriors Restoration

36 NE 52nd Street
Oklahoma City, OK 73105
(405) 748-4444
info@tmexteriors.com

CONTINUED - Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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2/12 PITCH (DEAD VALLEYS)

Per the 2015 International Residential Code (IRC), "Asphalt shingles shall be used on roof slopes of two units vertical in 12 units horizontal (17-percent slope) or greater. For roof slopes from two units vertical in 12 units horizontal (17-percent slope) up to four units vertical in 12 units horizontal (33-percent slope), double underlayment application is required in accordance with Section R905.1.1." (Ref. R905.2.2)

Additionally, per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

9. Ice & water barrier	516.00 SF		0.00	1.60	11.57	167.44	1,004.61
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VALLEY LINING - NOT EAVES

Per the 2015 International Residential Code (IRC), "Valley linings shall be installed in accordance with the manufacturer's instructions before applying the shingles. Valley linings of the following types shall be permitted:

1. For open valleys (valley lining exposed) lined with metal, the valley lining shall be not less than 24 inches (610 mm) wide and of any of the corrosion-resistant metals in Table R905.2.8.2.
2. For open valleys, valley lining of two plies of mineral-surfaced roll roofing, complying with ASTM D 3909 or ASTM D 6380 Class M, shall be permitted. The bottom layer shall be 18 inches (457 mm) and the top layer not less than 36 inches (914 mm) wide.
3. For closed valleys (valleys covered with shingles), valley lining of one ply of smooth roll roofing complying with ASTM D 6380 and at least 36 inches wide (914 mm) or valley lining as described in Item 1 or 2 above shall be permitted. Self-adhering polymer modified bitumen underlayment complying with ASTM D1970 shall be permitted in lieu of the lining material." (Ref. 905.2.8.2)

Additionally, per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

10. Drip edge	331.00 LF		0.00	2.72	18.72	183.80	1,102.84
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Trademark Exteriors Restoration

36 NB 52nd Street
Oklahoma City, OK 73105
(405) 748-4444
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CONTINUED - Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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Per the 2015 International Residential Code (IRC), "A drip edge shall be provided at eaves and rake edges of shingle roofs. Adjacent segments of drip edge shall be overlapped not less than 2 inches (51 mm). Drip edges shall extend not less than ¼ inch (6.4 mm) below the roof sheathing and extend up back onto the roof deck not less than 2 inches (51 mm). Drip edges shall be mechanically fastened to the roof deck at not more than 12 inches (305 mm) o.c. with fasteners as specified in Section R905.2.5. Underlayment shall be installed over the drip edge along eaves and under the drip edge along rake edges." (Ref. R905.2.8.5)

Additionally, per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

Per the approved manufacturer, drip edge must be installed to the rakes and eaves of the roof to help prevent water from getting behind the soffit edge or siding.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

11. Asphalt starter - universal starter course	331.00 LF		0.00	1.87	8.07	125.42	752.46
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Per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

Per the approved manufacturer's installation instructions, asphalt starter strip shingles must be installed along the rakes and eaves of the roof.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

12. Step flashing	16.00 LF		0.00	10.56	1.54	34.10	204.60
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Trademark Exteriors Restoration

36 NE 52nd Street
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(405) 748-4444
info@tmexteriors.com

CONTINUED - Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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REQUIRED TO BE REPLACED IF EXISTING & TO BE INSTALLED ALTOGETHER IF NOT EXISTING - BOTH PER BUILDING CODE

Per the 2015 International Residential Code (IRC), "Flashings shall be installed in a manner that prevents moisture from entering the wall and roof through joints in copings, through moisture permeable materials and at intersections with parapet walls and other penetrations through the roof plane." (Ref. R903.2)

Additionally, per the 2015 International Residential Code (IRC), "Flashings shall be installed at wall and roof intersections, wherever there is a change in roof slope or direction and around roof openings. A flashing shall be installed to divert water away from where the eave of a sloped roof intersects a vertical sidewall. Where flashing is of metal, the metal shall be corrosion resistant with a thickness of not less than 0.019 inch (0.5 mm) (No. 26 galvanized sheet)." (Ref. R903.2.1)

Furthermore, per the 2015 International Residential Code (IRC), "Base flashing against a vertical sidewall shall be continuous or step flashing and shall be not less than 4 inches (102 mm) in height and 4 inches (102 mm) in width and shall direct water away from the vertical sidewall onto the roof or into the gutter. Where siding is provided on the vertical sidewall, the vertical leg of the flashing shall be continuous under the siding. Where anchored masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and counterflashing shall be provided in accordance with Section R703.7.2.2. Where exterior plaster or adhered masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and Section R703.6.3." (Ref. R905.2.8.3)

Lastly, per the 2015 International Residential Code (IRC), "Flashing against a vertical front wall, as well as soil stack, vent pipe and chimney flashing, shall be applied in accordance with the asphalt shingle manufacturer's printed instructions." (Ref. R905.2.8.4)

These flashings, in compliance with the 2015 International Residential Code (IRC), must be replaced as "Any existing flashings, edgings, outlets, vents, or similar devices that are a part of the assembly shall be replaced where rusted, damaged, or deteriorated" (Ref. R908.5) and "Used materials, equipment and devices shall not be reused unless approved by the building official." (Ref. R104.9.1)

Additionally, per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions have been attached following this estimate - These installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

13. Aluminum sidewall/endwall flashing - mill finish	5.00 LF		0.00	6.66	0.81	6.82	40.93
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Trademark Exteriors Restoration

36 NE 52nd Street
Oklahoma City, OK 73105
(405) 748-4444
info@tmexteriors.com

CONTINUED - Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
REQUIRED TO BE REPLACED IF EXISTING & TO BE INSTALLED ALTOGETHER IF NOT EXISTING - BOTH PER BUILDING CODE							

Per the 2015 International Residential Code (IRC), "Flashings shall be installed in a manner that prevents moisture from entering the wall and roof through joints in copings, through moisture permeable materials and at intersections with parapet walls and other penetrations through the roof plane." (Ref. R903.2)

Additionally, per the 2015 International Residential Code (IRC), "Flashings shall be installed at wall and roof intersections, wherever there is a change in roof slope or direction and around roof openings. A flashing shall be installed to divert water away from where the eave of a sloped roof intersects a vertical sidewall. Where flashing is of metal, the metal shall be corrosion resistant with a thickness of not less than 0.019 inch (0.5 mm) (No. 26 galvanized sheet)." (Ref. R903.2.1)

Furthermore, per the 2015 International Residential Code (IRC), "Base flashing against a vertical sidewall shall be continuous or step flashing and shall be not less than 4 inches (102 mm) in height and 4 inches (102 mm) in width and shall direct water away from the vertical sidewall onto the roof or into the gutter. Where siding is provided on the vertical sidewall, the vertical leg of the flashing shall be continuous under the siding. Where anchored masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and counterflashing shall be provided in accordance with Section R703.7.2.2. Where exterior plaster or adhered masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and Section R703.6.3." (Ref. R905.2.8.3)

Lastly, per the 2015 International Residential Code (IRC), "Flashing against a vertical front wall, as well as soil stack, vent pipe and chimney flashing, shall be applied in accordance with the asphalt shingle manufacturer's printed instructions." (Ref. R905.2.8.4)

These flashings, in compliance with the 2015 International Residential Code (IRC), must be replaced as "Any existing flashings, edgings, outlets, vents, or similar devices that are a part of the assembly shall be replaced where rusted, damaged, or deteriorated" (Ref. R908.5) and "Used materials, equipment and devices shall not be reused unless approved by the building official." (Ref. R104.9.1)

Additionally, per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions have been attached following this estimate - These installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

14. Laminated - comp. shingle rfg. - w/out felt	55.00 SQ	0.00	238.54	322.39	2,688.42	16,130.51
15. Additional charge for steep roof - 10/12 - 12/12 slope	54.28 SQ	0.00	68.77	0.00	746.56	4,479.40
16. Gable cornice return - laminated	5.00 EA	0.00	77.18	1.85	77.56	465.31
17. Flashing - pipe jack	5.00 EA	0.00	48.94	4.31	49.80	298.81
18. Roof vent - turtle type - Metal	5.00 EA	0.00	64.68	5.61	65.80	394.81
19. Chimney flashing - average (32" x 36")	1.00 EA	0.00	408.01	5.02	82.60	495.63



Trademark Exteriors Restoration

36 NE 52nd Street
Oklahoma City, OK 73105
(405) 748-4444
info@tmexteriors.com

CONTINUED - Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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REQUIRED TO BE REPLACED IF EXISTING & TO BE INSTALLED ALTOGETHER IF NOT EXISTING - BOTH PER BUILDING CODE

Per the 2015 International Residential Code (IRC), "Flashings shall be installed in a manner that prevents moisture from entering the wall and roof through joints in copings, through moisture permeable materials and at intersections with parapet walls and other penetrations through the roof plane." (Ref. R903.2)

Additionally, per the 2015 International Residential Code (IRC), "Flashings shall be installed at wall and roof intersections, wherever there is a change in roof slope or direction and around roof openings. A flashing shall be installed to divert water away from where the eave of a sloped roof intersects a vertical sidewall. Where flashing is of metal, the metal shall be corrosion resistant with a thickness of not less than 0.019 inch (0.5 mm) (No. 26 galvanized sheet)." (Ref. R903.2.1)

Furthermore, per the 2015 International Residential Code (IRC), "Base flashing against a vertical sidewall shall be continuous or step flashing and shall be not less than 4 inches (102 mm) in height and 4 inches (102 mm) in width and shall direct water away from the vertical sidewall onto the roof or into the gutter. Where siding is provided on the vertical sidewall, the vertical leg of the flashing shall be continuous under the siding. Where anchored masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and counterflashing shall be provided in accordance with Section R703.7.2.2. Where exterior plaster or adhered masonry veneer is provided on the vertical sidewall, the base flashing shall be provided in accordance with this section and Section R703.6.3." (Ref. R905.2.8.3)

Lastly, per the 2015 International Residential Code (IRC), "Flashing against a vertical front wall, as well as soil stack, vent pipe and chimney flashing, shall be applied in accordance with the asphalt shingle manufacturer's printed instructions." (Ref. R905.2.8.4)

These flashings, in compliance with the 2015 International Residential Code (IRC), must be replaced as "Any existing flashings, edgings, outlets, vents, or similar devices that are a part of the assembly shall be replaced where rusted, damaged, or deteriorated" (Ref. R908.5) and "Used materials, equipment and devices shall not be reused unless approved by the building official." (Ref. R104.9.1)

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The approved manufacturer is GAF, and their installation instructions have been attached following this estimate - These installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

20. Continuous ridge vent - shingle-over style	75.00 LF		0.00	9.60	16.05	147.22	883.27
--	----------	--	------	------	-------	--------	--------



Trademark Exteriors Restoration

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CONTINUED - Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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Per the 2015 International Residential Code (IRC), "Enclosed attics and enclosed rafter spaces formed where ceilings are applied directly to the underside of roof rafters shall have cross ventilation for each separate space by ventilating openings protected against the entrance of rain or snow. Ventilation openings shall have a least dimension of 1/16 inch (1.6 mm) minimum and 1/4 inch (6.4 mm) maximum. Ventilation openings having a least dimension larger than 1/4 inch (6.4 mm) shall be provided with corrosion-resistant wire cloth screening, hardware cloth, or similar material with openings having a least dimension of 1/16 inch (1.6 mm) minimum and 1/4 inch (6.4 mm) maximum. Openings in roof framing members shall conform to the requirements of Section R802.7. Required ventilation openings shall open directly to the outside air." (Ref. R806.1)

Additionally, per the 2015 International Residential Code (IRC), "Ventilators shall be installed in accordance with manufacturer's installation instructions. Installation of ventilators in roof systems shall be in accordance with the requirements of Section R903. Install of ventilators in wall systems shall be in accordance with the requirements of Section R703.1." (Ref. R806.4)

Lastly, per the 2015 International Residential Code (IRC), "Roof assemblies shall be designed and installed in accordance with this code and the approved manufacturer's instructions such that the roof assembly shall serve to protect the building or structure." (Ref. R903.1, R904.1, and R905.1)

The approved manufacturer is GAF, and their installation instructions state work shall be completed as outlined for the work to be professionally installed and warranted.

A copy of the IRC code and the approved manufacturer's installation instructions have been attached for reference.

21. Hip / Ridge cap - Standard profile - composition shingles	330.00 LF		0.00	5.58	43.60	377.00	2,262.00
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Per the official Xactimate line item description for the replacement of the shingles, and the footnotes of Eagleview and other satellite measurement reports, starter strip shingles and hips/ridge cap shingles must be estimated and accounted for accordingly and separately as their own line items.

22. Roofing - General Laborer - per hour	5.00 HR		0.00	56.16	0.00	56.16	336.96
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Labor to hand load materials onto roof

Totals: Roof					455.45	5,830.14	34,980.80
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Total: Exterior					543.54	6,679.76	40,078.47
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Interior

Bedroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
23. R&R 1/2" drywall - hung, taped, ready for texture	32.00 SF		0.44	1.99	1.11	15.78	94.65
24. Texture drywall - light hand texture	32.00 SF		0.00	0.79	0.12	5.08	30.48
25. Seal/prime (1 coat) then paint (1 coat) the surface area	32.00 SF		0.00	0.88	0.31	5.70	34.17
26. Paint the ceiling - one coat	40.00 SF		0.00	0.60	0.27	4.86	29.13
27. Paint the walls - one coat	208.00 SF		0.00	0.60	1.42	25.24	151.46
28. Ceiling fan - Detach & reset	1.00 EA		0.00	200.41	0.00	40.08	240.49

WEST_NEIL

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CONTINUED - Bedroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
29. Heat/AC register - Mechanically attached - Detach & reset	1.00 EA		0.00	15.03	0.00	3.00	18.03
30. Contents - move out then reset	1.00 EA		0.00	59.41	0.00	11.88	71.29
31. Floor protection - plastic and tape - 10 mil	40.00 SF		0.00	0.29	0.23	2.36	14.19
Totals: Bedroom					3.46	113.98	683.89

Bathroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
32. R&R 1/2" drywall - hung, taped, ready for texture	32.00 SF		0.44	1.99	1.11	15.78	94.65
33. Texture drywall - light hand texture	32.00 SF		0.00	0.79	0.12	5.08	30.48
34. Seal/prime (1 coat) then paint (1 coat) the surface area	32.00 SF		0.00	0.88	0.31	5.70	34.17
35. Paint the ceiling - one coat	40.00 SF		0.00	0.60	0.27	4.86	29.13
36. Paint the walls - one coat	208.00 SF		0.00	0.60	1.42	25.24	151.46
37. Heat/AC register - Mechanically attached - Detach & reset	2.00 EA		0.00	15.03	0.00	6.02	36.08
38. Floor protection - plastic and tape - 10 mil	40.00 SF		0.00	0.29	0.23	2.36	14.19
Totals: Bathroom					3.46	65.04	390.16

Closet

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
39. R&R 1/2" drywall - hung, taped, ready for texture	32.00 SF		0.44	1.99	1.11	15.78	94.65
40. Texture drywall - light hand texture	32.00 SF		0.00	0.79	0.12	5.08	30.48
41. Seal/prime (1 coat) then paint (1 coat) the surface area	32.00 SF		0.00	0.88	0.31	5.70	34.17
42. Paint the ceiling - one coat	38.25 SF		0.00	0.60	0.26	4.66	27.87
43. Paint the walls - one coat	192.00 SF		0.00	0.60	1.31	23.30	139.81
44. Detach & Reset Light fixture	1.00 EA	56.27	0.00	0.00	0.00	11.26	67.53
45. Contents - move out then reset	1.00 EA		0.00	59.41	0.00	11.88	71.29



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CONTINUED - Closet

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
46. Floor protection - plastic and tape - 10 mil	38.25 SF		0.00	0.29	0.22	2.26	13.57
Totals: Closet					3.33	79.92	479.37
Total: Interior					10.25	258.94	1,553.42
Total: Dwelling					553.79	6,938.70	41,631.89

Fencing

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
47. Clean with pressure/chemical spray	1,452.00 SF		0.00	0.37	0.71	107.58	645.53
48. Stain - wood fence/gate	1,452.00 SF		0.00	0.85	21.24	251.08	1,506.52
49. Wood fence 5' - 6' high - Detach & reset - per 8' section	16.00 EA		0.00	76.49	1.68	245.10	1,470.62
Totals: Fencing					23.63	603.76	3,622.67

Debris Removal

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA		429.25	0.00	0.00	85.86	515.11
Totals: Debris Removal					0.00	85.86	515.11

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
51. Siding labor minimum	1.00 EA		0.00	62.99	0.00	12.60	75.59
52. Drywall labor minimum	1.00 EA		0.00	84.42	0.00	16.88	101.30
53. Electrical labor minimum	1.00 EA		0.00	6.20	0.00	1.24	7.44
54. Heat, vent, & air cond. labor minimum	1.00 EA		0.00	206.29	0.00	41.26	247.55
Totals: Labor Minimums Applied					0.00	71.98	431.88
Line Item Totals: WEST_NEIL					577.42	7,700.30	46,201.55

WEST_NEIL

3/7/2024

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Trademark Exteriors Restoration

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Summary

Line Item Total	37,923.83
Material Sales Tax	577.42
Subtotal	38,501.25
Overhead	3,850.15
Profit	3,850.15
Replacement Cost Value	\$46,201.55
Net Claim	\$46,201.55



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (4.875%)	Manuf. Home Tax (4.875%)	Storage Rental Tax (4.875%)
Line Items	3,850.15	3,850.15	577.42	0.00	0.00
Total	3,850.15	3,850.15	577.42	0.00	0.00



Trademark Exteriors Restoration

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Recap by Room

Estimate: WEST_NEIL

Area: Dwelling

Area: Exterior	4,159.96	10.97%
Roof	28,695.21	75.67%
Area Subtotal: Exterior	32,855.17	86.63%
Area: Interior		
Bedroom	566.45	1.49%
Bathroom	321.66	0.85%
Closet	396.12	1.04%
Area Subtotal: Interior	1,284.23	3.39%
Area Subtotal: Dwelling	34,139.40	90.02%
Fencing	2,995.28	7.90%
Debris Removal	429.25	1.13%
Labor Minimums Applied	359.90	0.95%
Subtotal of Areas	37,923.83	100.00%
Total	37,923.83	100.00%



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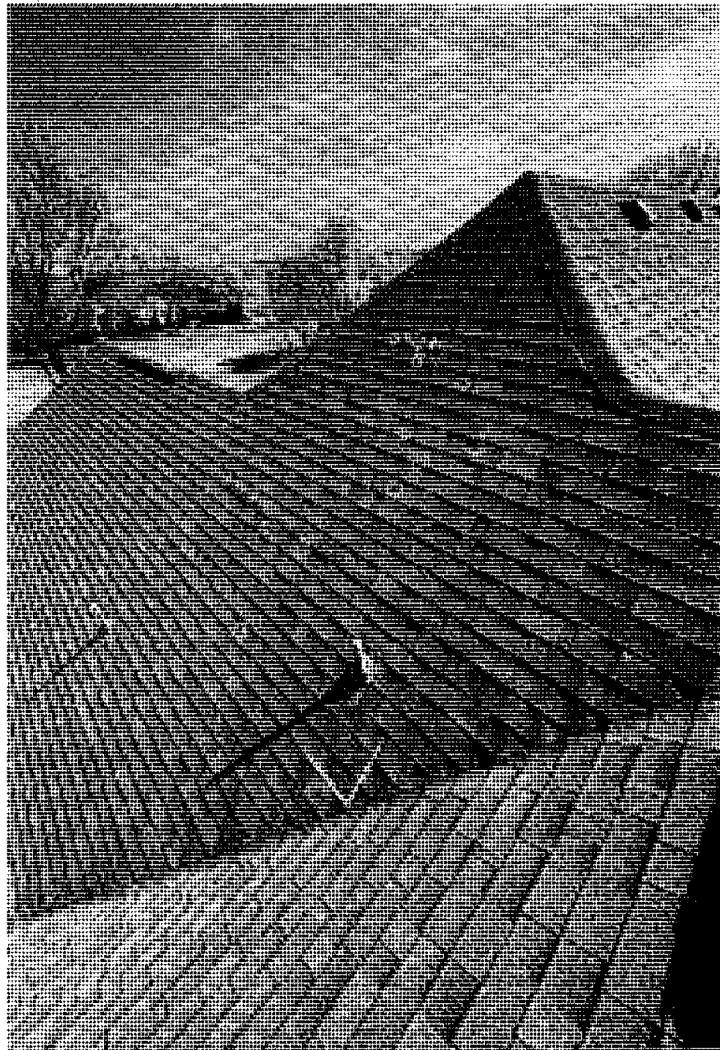
Recap by Category

O&P Items	Total	%
CLEANING	537.24	1.16%
CONTENT MANIPULATION	118.82	0.26%
GENERAL DEMOLITION	4,459.38	9.65%
DRYWALL	351.30	0.76%
ELECTRICAL	6.20	0.01%
FENCING	1,223.84	2.65%
HEAT, VENT & AIR CONDITIONING	251.38	0.54%
LIGHT FIXTURES	256.68	0.56%
PAINTING	1,788.72	3.87%
ROOFING	24,959.82	54.02%
SIDING	386.09	0.84%
SOFFIT, FASCIA, & GUTTER	3,584.36	7.76%
O&P Items Subtotal	37,923.83	82.08%
Material Sales Tax	577.42	1.25%
Overhead	3,850.15	8.33%
Profit	3,850.15	8.33%
Total	46,201.55	100.00%



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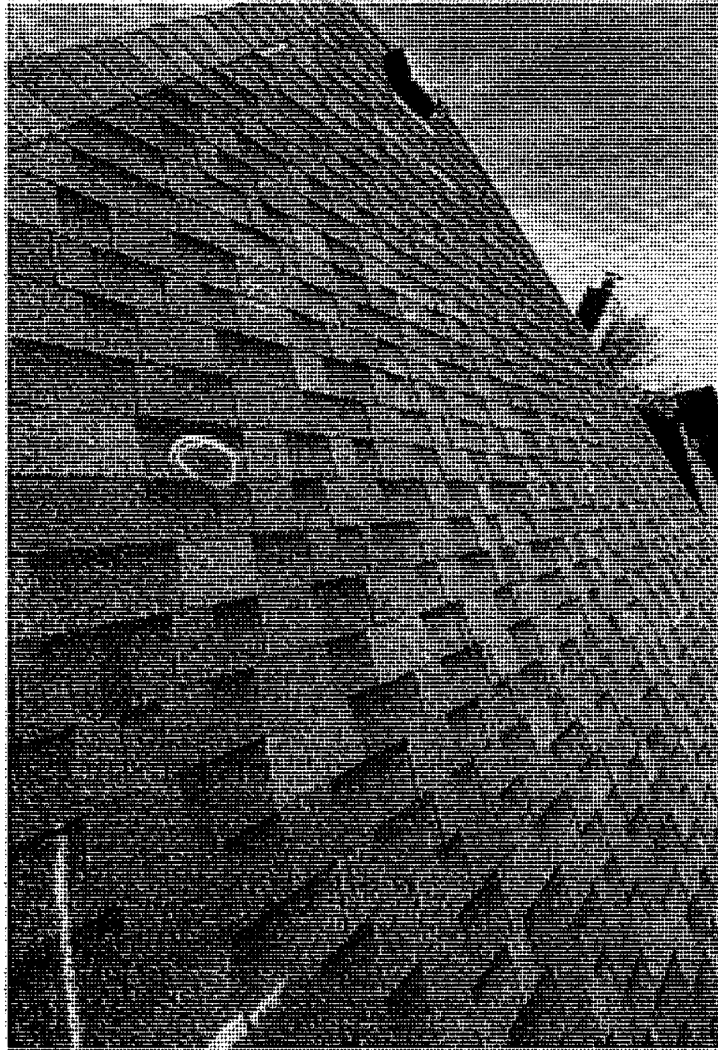


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Trademark Exteriors Restoration

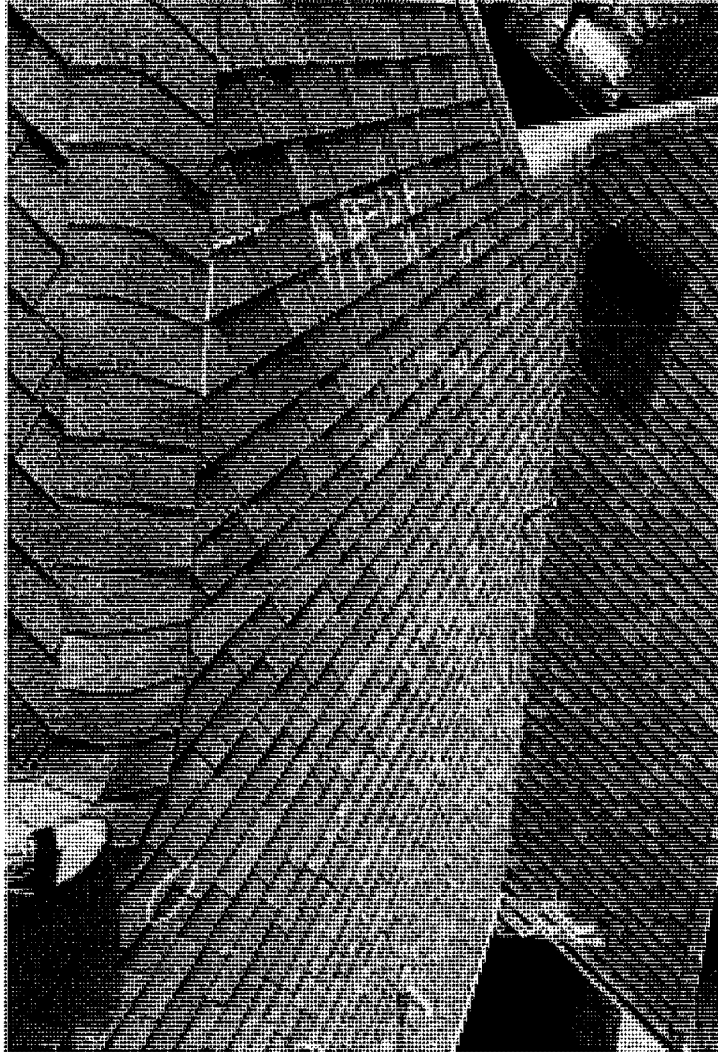
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EXHIBIT 11

March 14, 2024

Neil S West
7 NW Briarcreek Dr
Lawton OK 73505-9537

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 36-53Q1-13C
Policy Number: 36CRX4058
Date of Loss: June 15, 2023

Dear Neil S West:

Thank you for the opportunity to review your claim.

A payment in the amount of \$1274.67 will be mailed to you.

The terms of your policy require your mortgage company or lienholder be included as a payee. Some mortgage companies or lienholders opt to be removed as a payee. If they are included as a payee, please contact them for instructions on obtaining their endorsement.

If you have questions or need assistance, call us at (844) 458-4300 Ext. 66.
Sincerely,

Kristin Haun
Claim Specialist
(844) 458-4300 Ext. 66

statefarmfireclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (844) 458-4300 Ext. 66 to discuss sensitive information.

State Farm Fire and Casualty Company

Take advantage of our self-service options.
Go to statefarm.com® to easily review claim status, select a repair facility, reserve a rental vehicle, update communication and claim payment preferences, and many other insurance services.



WEST_000097



Summary of Loss

Named Insured: LACY WEST, NEIL S
WEST

Date Created: 3/14/2024

Claim Number: 36-53Q1-13C

Coverage A - Dwelling

Limit of Liability: \$309,000.00

Description	Replacement Cost (\$)	Recoverable Depreciation (\$)	Non-Recoverable Depreciation (\$)	Amount Over Limit (\$)	Subtotal (\$)
Staff Estimate	5,283.17	0.00	0.00	0.00	5,283.17
Totals:	\$ 5,283.17	\$ 0.00	\$ 0.00	\$ 0.00	\$ 5,283.17

Comments/Supplements

Subtotal:	\$5,283.17
Less Deductible:	\$3,090.00
Less MEBC:	\$0.00
Total Payable:	\$2,193.17
Less Total Payments Made:	\$918.50
Net Payment:	\$1,274.67

Signature

Kristin Hahn

** Your policy may provide for additional payments on a replacement cost basis for the Recoverable Depreciation listed above for Cov. A and Cov. B for your Building and Personal Property. Please refer to your policy and any endorsements for specific time limits and additional settlement provisions. Please contact your claim handler if you have any questions.*

Previous Payments

Date	Payee	Remarks	Subtotal (\$)
Sep 28, 2023	LACY WEST & NEIL S. WEST	Actual cash value payment for gutters, downspout, window screens, fence stain, and interior repairs.	918.50
Totals:			\$ 918.50



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com

Structural Damage Claim Policy

This estimate is priced based on estimated market pricing for the cost of materials, labor, and other factors at the time of the loss.

Adjustments in market pricing and timing of the repairs may impact the final cost of covered repairs. Should you or the contractor you select have questions concerning our estimate, please contact us. If your contractor's estimate is higher than ours, you should contact us prior to beginning repairs. State Farm will work with you and your contractor to determine the actual and necessary cost of covered repairs at the time repairs will be completed, subject to policy terms, conditions and limits.

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane
 Property: 1 Main Street
 Anywhere, IL 00000-0000
 Type of Loss: Other
 Deductible: \$1,000.00

Estimate: 00-0000-000
 Claim number: 00-0000-000
 Policy Number: 00-00-0000-0
 Price List: ILBL8F_MAR 13
 Restoration/Service/
 Remodel
 F = Factored In,
 D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit) [3]		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable		
Non-recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50
Less Non-recoverable Depreciation (Including Taxes) [7]	
Subtotal	312.50
General Contractor O&P on Depreciation	166.50
Less General Contractor O&P on Non-recoverable Depreciation	
Subtotal	
Total Maximum Additional Amounts Available If Incurred [8]	
Total Amount of Claim If Incurred [9]	

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. Line Item Total - Total value of all line items in the estimate plus possible adjustments for labor minimums. Labor Minimum is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.

2. General Contractor's Overhead and Profit - General contractor's charge for coordinating your repairs.

3. Replacement Cost Value (RCV) - Estimated cost to repair or replace damaged property.

4. Depreciation - The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion of all of this amount may be eligible for replacement cost benefits.

5. Deductible - The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.

6. Net Actual Cash Value Payment (ACV) - The repair or replacement cost of the damaged part of the property less depreciation and deductible.

7. Non Recoverable Depreciation - Depreciation applied to items that are not eligible for replacement cost benefits.

8. Total Maximum Additional Amount If Incurred - Total amount of recoverable depreciation after actual repair or replacement of the property.

9. Total Amount of Claim If Incurred - Total amount of the claim, including net actual cash value payment and total maximum additional amount available if incurred.

State Farm

WEST, NEIL

36-53Q1-13C

Insured:	WEST, NEIL	Estimate:	36-53Q1-13C
Property:	7 NW BRIARCREEK DR	Claim Number:	3653Q113C
	LAWTON, OK 73505-9537	Policy Number:	36CRX4058
Home:	580-510-0427	Price List:	OKLA28_MAR24
Cellular:	580-695-0014		Restoration/Service/Remodel
Type of Loss:	Hail		
Deductible:	\$3,090.00		
Date of Loss:	6/15/2023		
Date Inspected:	9/28/2023		

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	5,191.55
Material Sales Tax	91.62
Replacement Cost Value	5,283.17
Less Deductible	(3,090.00)
Net Payment	\$2,193.17

HAIL RECONCILIATION UNIT

844-458-4300 x 66

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

A residential or commercial roofing contractor providing repairs or improvement services to be paid by an insured from the proceeds of a property or casualty insurance policy shall not, as an inducement to the sale or provision of goods or services to an insured, advertise or promise to pay, directly or indirectly, all or part of any applicable insurance deductible or offer to compensate an insured for providing any service to the insured. If a roofing contractor violates the provisions of this section, the insurer to whom the insured tendered the claim shall not be obligated to consider the estimate prepared by the roofing contractor. Every roofing contractor shall provide a written notification of the requirements of this section with its initial estimate. The adjuster or insurer shall provide a written notification of the requirements of this section in the initial estimate relating to the claim.

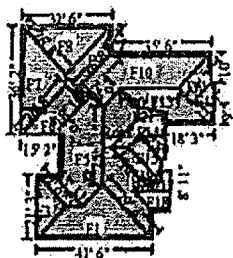
WEST, NEIL

State Farm

36-53QI-13C

Dwelling

Exterior



Roof

4,632.97	Surface Area	46.33	Number of Squares
330.96	Total Perimeter Length	99.08	Total Ridge Length
229.79	Total Hip Length		

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
No Accidental Direct Physical Loss observed at time of inspection.				
Totals: Roof			0.00	0.00

Gutters

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
* 1. R&R Gutter - aluminum - up to 5"	275.00 LF	10.43	64.75	2,933.00
Totals: Gutters			64.75	2,933.00

Front Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
2. R&R Window screen, 1 - 9 SF	2.00 EA	42.29	3.28	87.86
Totals: Front Elevation			3.28	87.86

Right Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
---------------	-----------------	-------------------------

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State Farm

WEST, NEIL

36-53Q1-13C

0.00 SF Floor
0.00 SF Long Wall

0.00 SF Short Wall

0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
No Accidental Direct Physical Loss observed at time of inspection.				
Totals: Right Elevation			0.00	0.00

Rear Elevation

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
* 3. R&R downspout - aluminum - up to 5"	12.00 LF	10.43	2.83	127.99
4. R&R Window screen, 1 - 9 SF	1.00 EA	42.29	1.64	43.93
Totals: Rear Elevation			4.47	171.92

Left Elevation

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
* 5. R&R downspout - aluminum - up to 5"	12.00 LF	10.43	2.83	127.99
6. R&R Window screen, 1 - 9 SF	1.00 EA	42.29	1.64	43.93
Totals: Left Elevation			4.47	171.92

Fence

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
7. Clean the surface area	636.00 SF	0.38	0.31	241.99

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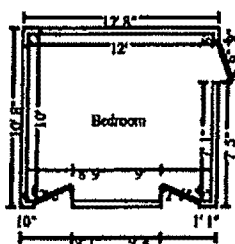
WEST, NEIL

36-53Q1-13C

CONTINUED - Fence

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
8. Stain - wood fence/gate	636.00 SF	0.85	9.30	549.90
Totals: Fence			9.61	791.89
Area Totals: Exterior				
2,371.08 SF Walls	319.90 Exterior Perimeter of Walls		2,371.08 SF Walls and Ceiling	
2,371.08 Exterior Wall Area			319.90 LF Floor Perimeter	
4,632.97 Surface Area	46.33 Number of Squares		330.96 Total Perimeter Length	
99.08 Total Ridge Length	229.79 Total Hip Length			
Total: Exterior			86.58	4,156.59

Interior



Bedroom

Height: 8'

352.00 SF Walls	120.00 SF Ceiling
472.00 SF Walls & Ceiling	120.00 SF Floor
44.00 LF Ceil. Perimeter	44.00 LF Floor Perimeter

Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
9. Content Manipulation charge - per hour	1.00 HR			REVISED
10. Seal the surface area w/PVA primer - one coat	4.00 SF	0.52	0.01	2.09
11. Paint more than the ceiling - one coat	124.00 SF	0.60	0.85	75.25
12. Paint the walls - one coat	352.00 SF	0.60	2.40	213.60
13. Floor protection - plastic and tape - 10 mil	120.00 SF	0.29	0.70	35.50
14. Detach & Reset Ceiling fan & light	1.00 EA	200.41	0.00	200.41

State Farm

WEST, NEIL

36-53Q1-13C

CONTINUED - Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
15. Detach & Reset Heat/AC register - Mechanically attached	1.00 EA	15.03	0.00	15.03
16. Contents - move out then reset	1.00 EA	59.41	0.00	59.41
CLOSET				
17. Seal the surface area w/PVA primer - one coat	2.00 SF	0.52	0.01	1.05
* 18. Paint ceiling	32.00 SF	0.60	0.22	19.42
* 19. Paint walls	96.00 SF	0.60	0.66	58.26
20. Floor protection - plastic and tape - 10 mil	32.00 SF	0.29	0.19	9.47
21. Contents - move out then reset - Small room	1.00 EA	44.60	0.00	44.60
Totals: Bedroom			5.04	734.09
Area Totals: Interior				
352.00 SF Walls	120.00 SF Ceiling	472.00 SF Walls and Ceiling		
120.00 SF Floor	135.11 Total Area	44.00 LF Floor Perimeter		
120.00 Floor Area	46.67 Exterior Perimeter of Walls	44.00 LF Ceil. Perimeter		
420.00 Exterior Wall Area		352.00 Interior Wall Area		
Total: Interior			5.04	734.09
Area Totals: Dwelling				
2,723.08 SF Walls	120.00 SF Ceiling	2,843.08 SF Walls and Ceiling		
120.00 SF Floor	135.11 Total Area	363.90 LF Floor Perimeter		
120.00 Floor Area	366.57 Exterior Perimeter of Walls	44.00 LF Ceil. Perimeter		
2,791.08 Exterior Wall Area		352.00 Interior Wall Area		
4,632.97 Surface Area	46.33 Number of Squares	330.96 Total Perimeter Length		
99.08 Total Ridge Length	229.79 Total Hip Length			
Total: Dwelling			91.62	4,890.68
Debris Removal				
0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling		
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter		

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WEST, NEIL

36-53Q1-13C

0.00 SF Long Wall

0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
22. Haul debris - per pickup truck load - including dump fees	1.00 EA	147.50	0.00	147.50
Totals: Debris Removal			0.00	147.50

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV
23. Window labor minimum	1.00 EA	182.52	0.00	182.52
24. Electrical labor minimum	1.00 EA	62.47	0.00	62.47
Totals: Labor Minimums Applied			0.00	244.99

Line Item Totals: 36-53Q1-13C	91.62	5,283.17
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Grand Total Areas:

2,723.08 SF Walls	120.00 SF Ceiling	2,843.08 SF Walls and Ceiling
120.00 SF Floor		363.90 LF Floor Perimeter
		44.00 LF Ceil. Perimeter
120.00 Floor Area	135.11 Total Area	352.00 Interior Wall Area
2,791.08 Exterior Wall Area	366.57 Exterior Perimeter of Walls	
4,632.97 Surface Area	46.33 Number of Squares	330.96 Total Perimeter Length
99.08 Total Ridge Length	229.79 Total Hip Length	

Trade Summary

Includes all applicable Tax, General Contractor O&P, and Labor Minimums

DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
CLN CLEANING					
Clean the surface area	636.00 SF	\$241.99	\$241.99	\$0.00	\$0.00
TOTAL CLEANING		\$241.99	\$241.99	\$0.00	\$0.00
CON CONTENT MANIPULATION					
Content Manipulation charge - per hour	1.00 HR	\$0.00	\$0.00	\$0.00	\$0.00
Contents - move out then reset	1.00 EA	\$59.41	\$59.41	\$0.00	\$0.00
Contents - move out then reset - Small room	1.00 EA	\$44.60	\$44.60	\$0.00	\$0.00
TOTAL CONTENT MANIPULATION		\$104.01	\$104.01	\$0.00	\$0.00
DMO GENERAL DEMOLITION					
Haul debris - per pickup truck load - including dump fees	1.00 EA	\$147.50	\$147.50	\$0.00	\$0.00
TOTAL GENERAL DEMOLITION		\$147.50	\$147.50	\$0.00	\$0.00
ELE ELECTRICAL					
Electrical labor minimum	1.00 EA	\$62.47	\$62.47	\$0.00	\$0.00
TOTAL ELECTRICAL		\$62.47	\$62.47	\$0.00	\$0.00
HVC HEAT, VENT & AIR CONDITIONING					
Detach & Reset Heat/AC register - Mechanically attached	1.00 EA	\$15.03	\$15.03	\$0.00	\$0.00
TOTAL HEAT, VENT & AIR CONDITIONING		\$15.03	\$15.03	\$0.00	\$0.00
LIT LIGHT FIXTURES					
Detach & Reset Ceiling fan & light	1.00 EA	\$200.41	\$200.41	\$0.00	\$0.00
TOTAL LIGHT FIXTURES		\$200.41	\$200.41	\$0.00	\$0.00
PNT PAINTING					
Stain - wood fence/gate	636.00 SF	\$549.90	\$549.90	\$0.00	\$0.00
Floor protection - plastic and tape - 10 mil	152.00 SF	\$44.97	\$44.97	\$0.00	\$0.00
Paint ceiling	32.00 SF	\$19.42	\$19.42	\$0.00	\$0.00
Paint walls	96.00 SF	\$58.26	\$58.26	\$0.00	\$0.00
Paint - one coat	476.00 SF	\$288.85	\$288.85	\$0.00	\$0.00
Seal w/PVA primer - one coat	6.00 SF	\$3.14	\$3.14	\$0.00	\$0.00
TOTAL PAINTING		\$964.54	\$964.54	\$0.00	\$0.00
SFG SOFFIT, FASCIA, & GUTTER					
R&R Gutter - aluminum - up to 5"	275.00 LF	\$2,933.00	\$2,933.00	\$0.00	\$0.00
R&R downspout - aluminum - up to 5"	24.00 LF	\$255.98	\$255.98	\$0.00	\$0.00

Note: Slight variances may be found within report sections due to rounding

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Trade Summary

Includes all applicable Tax, General Contractor O&P, and Labor Minimums

DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
SFG SOFFIT, FASCIA, & GUTTER					
TOTAL SOFFIT, FASCIA, & GUTTER		\$3,188.98	\$3,188.98	\$0.00	\$0.00
WDR WINDOW REGLAZING & REPAIR					
R&R Window screen, 1 - 9 SF	4.00 EA	\$175.72	\$175.72	\$0.00	\$0.00
TOTAL WINDOW REGLAZING & REPAIR		\$175.72	\$175.72	\$0.00	\$0.00
WDW WINDOWS - WOOD					
Window labor minimum	1.00 EA	\$182.52	\$182.52	\$0.00	\$0.00
TOTAL WINDOWS - WOOD		\$182.52	\$182.52	\$0.00	\$0.00
TOTALS		\$5,283.17	\$5,283.17	\$0.00	\$0.00

Note: Slight variances may be found within report sections due to rounding

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State Farm

WEST, NEIL

36-53Q1-13C

Recap of Taxes, Overhead and Profit

	GC Overhead (0%)	GC Profit (0%)	Material Sales Tax (4.875%)	Manuf. Home Tax (4.875%)	Storage Rental Tax (4.875%)
Line Items	0.00	0.00	91.62	0.00	0.00
Total	0.00	0.00	91.62	0.00	0.00

Claim Number: 36-53Q1-13C

From: HOME CLMS-FIRECLAIMS (statefarmfireclaims@statefarm.com)

To: NEILSPENCERWEST@SBCGLOBAL.NET; odom_bobby@yahoo.com

Cc: LACYLOU@GMAIL.COM; nancy.holcomb.gavc@statefarm.com

Date: Wednesday, April 10, 2024 at 12:42 PM CDT

Christy Mebane

Claim Specialist- Proximity

State Farm Fire Claims

Work: 844-458-4300 EXT:3099946711

statefarmfireclaims@statefarm.com



West.pdf
72.1kB

WEST_000110

EXHIBIT 12

From: "Jose Parga" <jparga@coastalclaims.net>
Sent: Mon, 15 Jul 2024 22:27:39 -0500
To: "HOME CLMS-FIRECLAIMS" <statefarmfireclaims@statefarm.com>; ccsvcs-OK-2024040001@claimmail.net; "Chris McCombs" <chrismccombs@coastalclaims.net>
Subject: [EXTERNAL] 3653Q113C
Attachments: 3653Q113C_WEST_PRELIMINARY_PA_ESTIMATE.pdf,
Neil_West_Photo_Report_companycam_report.pdf

Hello Statefarm,

Attached is our estimate along with our photo report to evidence our request for a re inspection.

Please contact me directly to set up a re inspection 682-716-9565.

Thank you,

—
Jose J. Parga

Public Adjuster



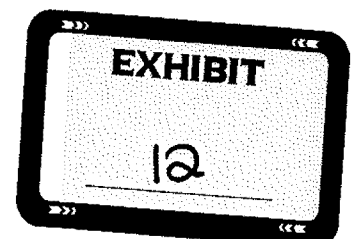
2650 N Dixie Fwy | New Smyrna Beach, FL 32168

Office (386) 314-0074

Fax (386) 961-4344

jparga@coastalclaims.net

www.coastalclaims.net



SFF&CC/West_000261

Coastal Claims Coastal Claims Services, Inc

Coastal Claims Services
2650 N Dixie Freeway
New Smyrna Beach, FL 32168
386-314-0074
www.coastalclaims.net

Insured: West, Neil & Lacy
Property: 7 NW Briarcreek Drive
Lawton, OK 73505

Home: (580) 695-0014
E-mail: neilspencerwest@sbcglobal.net

Claim Rep.: John Dekker
Company: Coastal Claims Services
Business: 2650 N Dixie Freeway
New Smyrna Beach, FL 32168

Business: (267) 261-0085
E-mail: john@coastalclaims.net

Estimator: Eileen Dalton
Company: Coastal Claims Services

Claim Number: 3653Q113C

Policy Number: 36CRX4058

Type of Loss: Hail

Date of Loss: 6/15/2023 12:00 AM
Date Inspected:

Date Received:
Date Entered: 4/25/2024 11:07 AM

Price List: OKLA8X_APR24
Restoration/Service/Remodel
Estimate: WEST

"This is a PRELIMINARY estimate produced by Coastal Claims Services. This estimate represents our current evaluation of the damages to the insured's property. As we continue to evaluate this claim, there may be additional damages related to this event that have not been scoped at the production of this estimate."

Coastal Claims Services
2650 N Dixie Freeway
New Smyrna Beach, FL 32168
386-314-0074
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WEST
SOURCE: EAGLEVIEW

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Roofing							
1. Tear off, haul and dispose of comp. shingles - Laminated	46.34 SQ	57.37	0.00	531.70	3,190.23	(0.00)	3,190.23
2. Remove Additional charge for steep roof - 10/12 - 12/12 slope	46.34 SQ	23.41	0.00	216.96	1,301.78	(0.00)	1,301.78
3. Re-nailing of roof sheathing - complete re-nail	4,634.00 SF	0.23	2.26	213.62	1,281.70	(6.95)	1,274.75
4. Saddle or cricket - 26 to 50 SF	1.00 EA	346.29	6.92	70.64	423.85	(21.30)	402.55
5. Roofing felt - 15 lb.	46.34 SQ	32.72	17.78	306.80	1,840.82	(54.70)	1,786.12
6. Laminated - comp. shingle rfg. - w/out felt	55.67 SQ	238.54	326.32	2,721.16	16,327.00	(1,004.06)	15,322.94
7. Additional charge for steep roof - 10/12 - 12/12 slope	7.61 SQ	68.77	0.00	104.66	628.00	(0.00)	628.00
8. Asphalt starter - universal starter course	331.00 LF	1.87	8.07	125.42	752.46	(24.83)	727.63
9. R&R Hip / Ridge cap - Standard profile - composition shingles	330.00 LF	8.25	43.60	553.22	3,319.32	(134.15)	3,185.17
10. R&R Gable cornice return - laminated	5.00 EA	90.51	1.85	90.90	545.30	(5.71)	539.59
Flashing							
11. R&R Chimney flashing - average (32" x 36")	1.00 EA	427.98	5.02	86.60	519.60	(15.43)	504.17
12. R&R Drip edge/gutter apron	331.00 LF	3.18	20.49	214.62	1,287.69	(63.06)	1,224.63
13. Apply roofing sealant/cement - per LF- Drip Edge*	331.00 LF	0.72	5.00	48.66	291.98	(15.39)	276.59
14. Step flashing	16.00 LF	9.92	1.57	32.06	192.35	(4.82)	187.53
15. R&R Flashing - L flashing - galvanized	5.00 LF	5.38	0.55	5.50	32.95	(1.69)	31.26
16. Ice & water barrier	516.00 SF	1.63	13.08	170.84	1,025.00	(40.25)	984.75
17. Valley metal	172.00 LF	6.00	21.21	210.64	1,263.85	(65.27)	1,198.58
18. Apply roofing sealant/cement - per LF- Valley Metal*	344.00 LF	0.72	5.20	50.58	303.46	(16.00)	287.46
Ventilation							
19. R&R Continuous ridge vent - shingle-over style	75.00 LF	10.77	17.11	164.98	989.84	(52.65)	937.19
20. R&R Roof vent - turtle type - Metal	5.00 EA	75.20	5.84	76.38	458.22	(17.97)	440.25
Pipe Jacks, Caps, and Collars							
21. R&R Furnace vent - rain cap and storm collar, 6"	1.00 EA	95.10	2.03	19.42	116.55	(6.24)	110.31
22. R&R Flashing - pipe jack - lead	5.00 EA	88.49	12.12	90.92	545.49	(37.30)	508.19
23. Apply mastio around vent pipes to prevent leakage*	11.00 EA	25.99	0.53	57.28	343.70	(1.62)	342.08
Miscellaneous Items							

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CONTINUED - Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
24. Digital satellite system - Detach & reset	1.00 EA	37.55	0.00	7.52	45.07	(0.00)	45.07
-GENERAL-							
25. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	300.00	0.00	0.00	300.00	(0.00)	300.00
26. Roofing - General Laborer - per hour Labor to hand load materials onto roof	5.00 HR	40.48	0.00	40.48	242.88	(0.00)	242.88
Totals: Roof			516.55	6,211.56	37,569.09	1,589.39	35,979.70
Total: SOURCE: EAGLEVIEW			516.55	6,211.56	37,569.09	1,589.39	35,979.70

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
27. R&R Window screen, 1 - 9 SF	4.00 EA	45.23	7.14	37.60	225.66	(21.97)	203.69
28. R&R Wrap wood window frame & trim with aluminum sheet	2.00 EA	303.21	6.56	122.60	735.58	(20.18)	715.40
Totals: Exterior			13.70	160.20	961.24	42.15	919.09

Gutters

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
29. R&R Gutter- aluminum - up to 5**	275.00 LF	10.44	64.75	587.18	3,522.93	(199.24)	3,323.69
30. R&R Downspout - aluminum - up to 5**	96.00 LF	10.44	22.60	204.98	1,229.82	(69.55)	1,160.27
31. R&R Gutter splash guard	3.00 EA	27.18	0.53	16.42	98.49	(1.64)	96.85
Totals: Gutters			87.88	808.58	4,851.24	270.43	4,580.81

Fencing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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WEST

4/25/2024

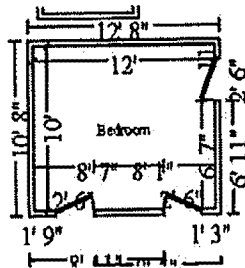
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2650 N Dixie Freeway
New Smyrna Beach, FL 32168
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CONTINUED - Fencing

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
32. Clean with pressure/chemical spray	1,452.00 SF	0.37	0.71	107.58	645.53	(2.18)	643.35
33. Stain - wood fence/gate	1,452.00 SF	0.86	21.94	254.12	1,524.78	(67.52)	1,457.26
34. Wood fence 5' - 6' high - Detach & reset - per 8' section	16.00 EA	76.49	1.68	245.10	1,470.62	(5.18)	1,465.44
Totals: Fencing			24.33	606.80	3,640.93	74.88	3,566.05

Main Level



Bedroom

Height: 8'

352.00 SF Walls
472.00 SF Walls & Ceiling
13.33 SY Flooring
44.00 LF Ceil. Perimeter

120.00 SF Ceiling
120.00 SF Floor
44.00 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
General:							
35. Contents - move out then reset - Large room	1.00 EA	89.12	0.00	17.82	106.94	(0.00)	106.94
Ceiling:							
36. Ceiling fan - Detach & reset	1.00 EA	200.41	0.00	40.08	240.49	(0.00)	240.49
37. Detach & Reset Heat/AC register - Mechanically attached	1.00 EA	15.04	0.00	3.00	18.04	(0.00)	18.04
38. Mask and prep for paint - tape only (per LF)	44.00 LF	0.54	0.11	4.78	28.65	(0.33)	28.32
39. Paint the ceiling - two coats	120.00 SF	0.91	1.52	22.14	132.86	(4.68)	128.18
Walls:							
40. Mask and prep for paint - plastic, paper, tape (per LF)	44.00 LF	1.26	0.58	11.20	67.22	(1.78)	65.44
41. R&R 1/2" drywall - hung, taped, floated, ready for paint	32.00 SF	2.67	1.12	17.32	103.88	(3.46)	100.42
42. Tape joint for new to existing drywall - per LF	32.00 LF	7.07	0.53	45.34	272.11	(1.63)	270.48
43. Texture drywall - light hand texture	32.00 SF	0.79	0.12	5.08	30.48	(0.38)	30.10
44. Seal the walls w/PVA primer - one coat	352.00 SF	0.52	1.03	36.80	220.87	(3.17)	217.70
45. Paint the walls - two coats	352.00 SF	0.91	4.46	64.96	389.74	(13.73)	376.01

WEST

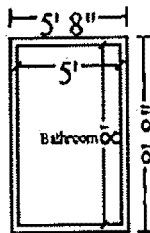
4/25/2024

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CONTINUED - Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Floor:							
46. Mask or cover per square foot	120.00 SF	0.45	0.53	10.90	65.43	(0.00)	65.43
47. Final clearing - construction - Residential	120.00 SF	0.28	0.00	6.72	40.32	(0.00)	40.32
Totals: Bedroom			10.00	286.14	1,717.03	29.16	1,687.87



Bathroom

Height: 8'

208.00 SF Walls	40.00 SF Ceiling
248.00 SF Walls & Ceiling	40.00 SF Floor
4.44 SY Flooring	26.00 LF Floor Perimeter
26.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
General:							
48. Contents - move out then reset - Large room	1.00 EA	89.12	0.00	17.82	106.94	(0.00)	106.94
Ceiling:							
49. Detach & Reset Bathroom ventilation fan	1.00 EA	58.83	0.00	11.76	70.59	(0.00)	70.59
50. Detach & Reset Heat/AC register - Mechanically attached	1.00 EA	15.04	0.00	3.00	18.04	(0.00)	18.04
51. Mask and prep for paint - tape only (per LF)	26.00 LF	0.54	0.06	2.82	16.92	(0.20)	16.72
52. Paint the ceiling - two coats	40.00 SF	0.91	0.51	7.38	44.29	(1.56)	42.73
Walls:							
53. Mask and prep for paint - plastic, paper, tape (per LF)	26.00 LF	1.26	0.34	6.62	39.72	(1.05)	38.67
54. R&R 1/2" drywall - hung, taped, floated, ready for paint	32.00 SF	2.67	1.12	17.32	103.88	(3.46)	100.42
55. Tape joint for new to existing drywall - per LF	32.00 LF	7.07	0.53	45.34	272.11	(1.63)	270.48
56. Texture drywall - light hand texture	32.00 SF	0.79	0.12	5.08	30.48	(0.38)	30.10
57. Seal the walls w/PVA primer - one coat	208.00 SF	0.52	0.61	21.76	130.53	(1.87)	128.66
58. Paint the walls - two coats	208.00 SF	0.91	2.64	38.38	230.30	(8.11)	222.19

Floor:
WEST

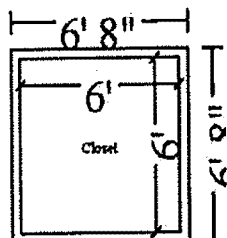
4/25/2024

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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
59. Mask or cover per square foot	40.00 SF	0.45	0.18	3.64	21.82	(0.00)	21.82
60. Final cleaning - construction - Residential	40.00 SF	0.28	0.00	2.24	13.44	(0.00)	13.44
Totals: Bathroom			6.11	183.16	1,099.06	18.26	1,080.80



Closet

Height: 8'

192.00 SF Walls	36.00 SF Ceiling
228.00 SF Walls & Ceiling	36.00 SF Floor
4.00 SY Flooring	24.00 LF Floor Perimeter
24.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
General:							
61. Contents - move out then reset - Small room	1.00 EA	44.59	0.00	8.92	53.51	(0.00)	53.51
Ceiling:							
62. Detach & Reset Light fixture	1.00 EA	56.27	0.00	11.26	67.53	(0.00)	67.53
63. Mask and prep for paint - tape only (per LF)	24.00 LF	0.54	0.06	2.62	15.64	(0.18)	15.46
64. Paint the ceiling - two coats	36.00 SF	0.91	0.46	6.66	39.88	(1.40)	38.48
Walls:							
65. Mask and prep for paint - plastic, paper, tape (per LF)	24.00 LF	1.26	0.32	6.10	36.66	(0.97)	35.69
66. R&R 1/2" drywall - hung, taped, floated, ready for paint	32.00 SF	2.67	1.12	17.32	103.88	(3.46)	100.42
67. Tape joint for new to existing drywall - per LF	32.00 LF	7.07	0.53	45.34	272.11	(1.63)	270.48
68. Texture drywall - light hand texture	32.00 SF	0.79	0.12	5.08	30.48	(0.38)	30.10
69. Seal the walls w/PVA primer - one coat	192.00 SF	0.52	0.56	20.08	120.48	(1.73)	118.75
70. Paint the walls - two coats	192.00 SF	0.91	2.43	35.42	212.57	(7.49)	205.08
Floor:							
71. Mask or cover per square foot	36.00 SF	0.45	0.16	3.28	19.64	(0.00)	19.64
72. Final cleaning - construction - Residential	36.00 SF	0.28	0.00	2.02	12.10	(0.00)	12.10

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CONTINUED - Closet

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Closet			5.76	164.10	984.48	17.24	967.24
Total: Main Level			21.87	633.40	3,800.57	64.66	3,735.91

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
73. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	429.25	0.00	85.86	515.11	(0.00)	515.11
Totals: Debris Removal			0.00	85.86	515.11	0.00	515.11

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
74. Heat, vent, & air cond. labor minimum	1.00 EA	109.32	0.00	21.86	131.18	(0.00)	131.18
75. Electrical labor minimum*	1.00 EA	6.20	0.00	1.24	7.44	(0.00)	7.44
76. Window labor minimum	1.00 EA	182.99	0.00	36.60	219.59	(0.00)	219.59
Totals: Labor Minimums Applied			0.00	59.70	358.21	0.00	358.21
Line Item Totals: WEST			664.33	8,566.10	51,696.39	2,041.51	49,654.88

Grand Total Areas:

752.00 SF Walls	196.00 SF Ceiling	948.00 SF Walls and Ceiling
196.00 SF Floor	21.78 SY Flooring	94.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	94.00 LF Ceil. Perimeter
196.00 Floor Area	228.67 Total Area	752.00 Interior Wall Area
918.00 Exterior Wall Area	102.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

WEST

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Summary for Dwelling

Line Item Total	42,465.96
Material Sales Tax	664.33
Subtotal	43,130.29
Overhead	4,283.05
Profit	4,283.05
Replacement Cost Value	\$51,696.39
Less Depreciation	(2,041.51)
Actual Cash Value	\$49,654.88
Net Claim	\$49,654.88
Total Recoverable Depreciation	2,041.51
Net Claim if Depreciation is Recovered	\$51,696.39

Eileen Dalton

**Coastal Claims Services, Inc**

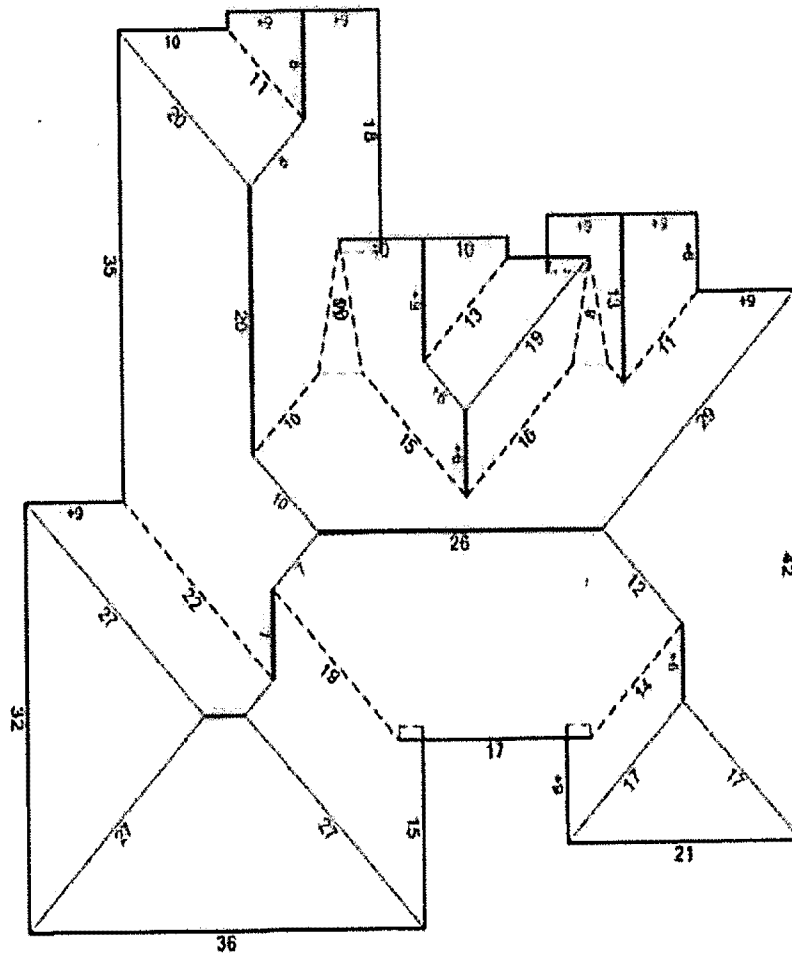
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Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CLEANING	592.12	2.18	589.94
CONTENT MANIPULATION	222.83		222.83
GENERAL DEMOLITION	5,844.40		5,844.40
DRYWALL	968.64	16.41	952.23
ELECTRICAL	6.20		6.20
ELECTRICAL - SPECIAL SYSTEMS	37.55		37.55
FENCING	1,223.84	5.18	1,218.66
HEAT, VENT & AIR CONDITIONING	281.91	6.24	275.67
LIGHT FIXTURES	256.68		256.68
PAINTING	2,671.64	115.77	2,555.87
ROOFING	25,426.15	1,583.15	23,843.00
SIDING	536.00	20.18	515.82
SOFFIT, FASCIA, & GUTTER	3,750.17	270.43	3,479.74
WINDOW REGLAZING & REPAIR	164.84	21.97	142.87
WINDOWS - WOOD	182.99		182.99
O&P Items Subtotal	42,165.96	2,041.51	40,124.45
Non-O&P Items	RCV	Deprec.	ACV
PERMITS AND FEES	300.00		300.00
Non-O&P Items Subtotal	300.00	0.00	300.00
O&P Items Subtotal	42,165.96	2,041.51	40,124.45
Material Sales Tax	664.33		664.33
Overhead	4,283.05		4,283.05
Profit	4,283.05		4,283.05
Total	51,696.39	2,041.51	49,654.88

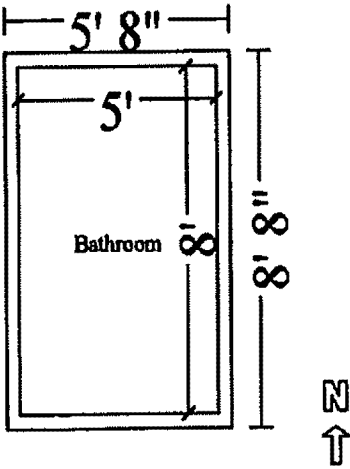
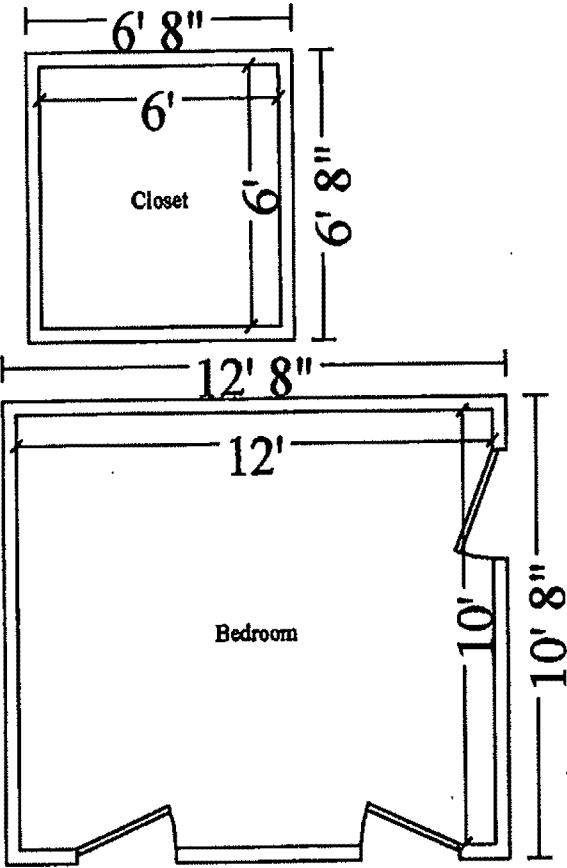
"The amount claimed in this estimate is based on a preliminary inspection by a public adjuster and/or contractor and/or other experienced person/building estimator. Nevertheless, the estimated amount may change based on material prices, contractor bids, and other costs which are too numerous to mention. The amount claimed may be affected by policy exclusions. Any overlap, upgrade, or mistake which would result in additional costs is unintentional. Estimate includes costs associated with code upgrades, if known. This estimate was not made with a set of plans created by a design professional. Any plans made by a design professional would come at an additional cost and would require approval by the local building inspector. Costs may change based on the building department approvals, and means and methods acceptable to a general contractor. -THIS ESTIMATE IS ONLY AN OPINION"

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1 1-EAGLEVIEW ROOF SKETCH

Main Level



Main Level

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WEST

Will Pratt

Coastal Claims Services

6/6/2024 | 154 Photos



Neil West Photo Report

Section 1

1



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Date: 3/6/2024, 2:21pm
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2



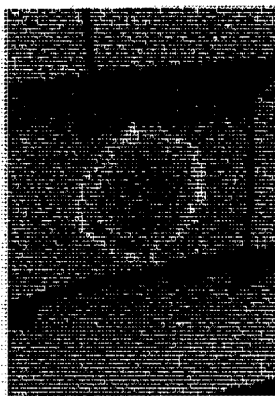
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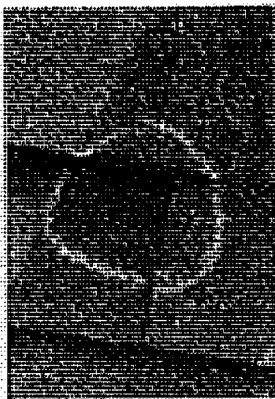
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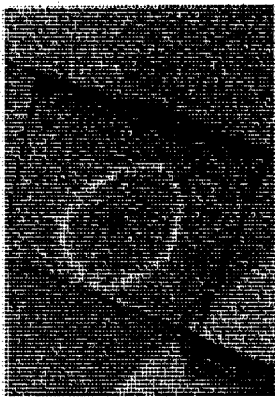
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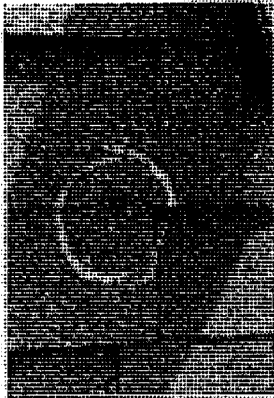
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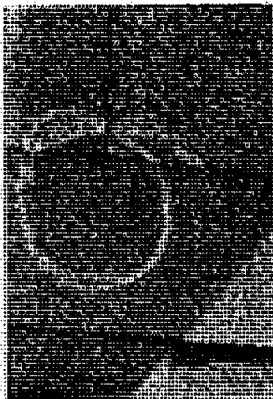
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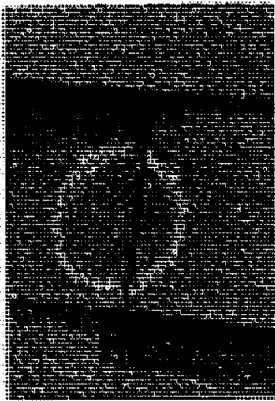
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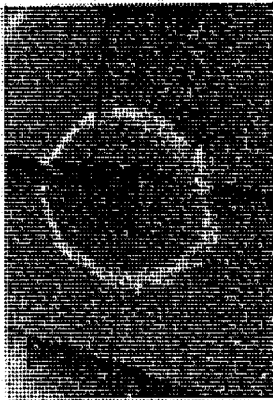
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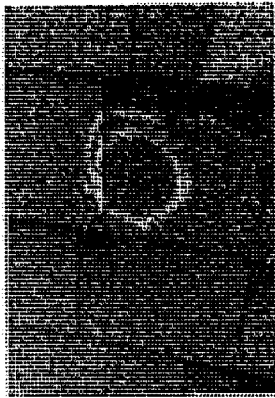
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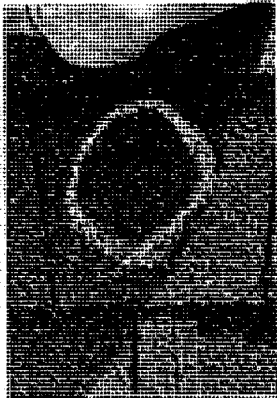
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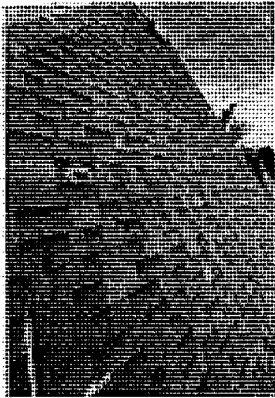
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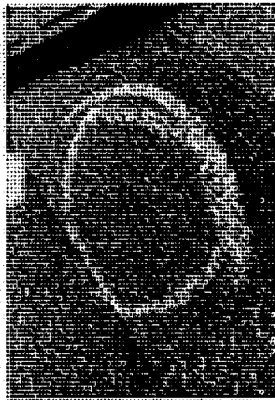
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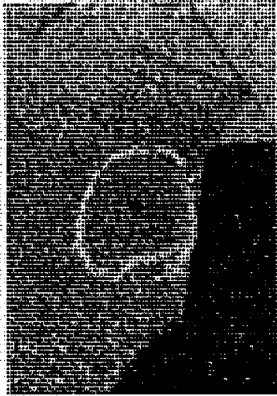
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Project: Neil S. & Lucy M. West
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Project: Neil S. & Lucy M. West
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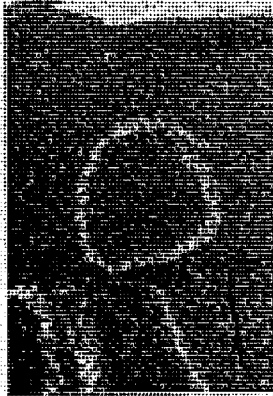
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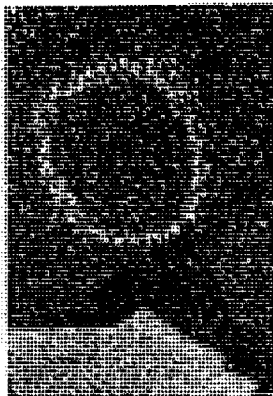
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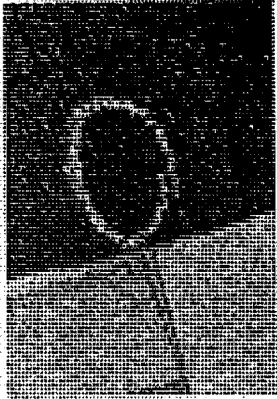
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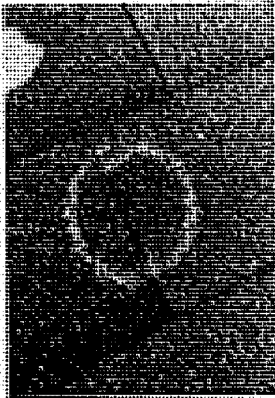
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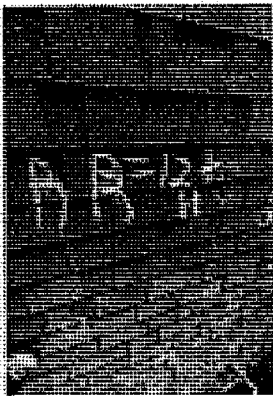
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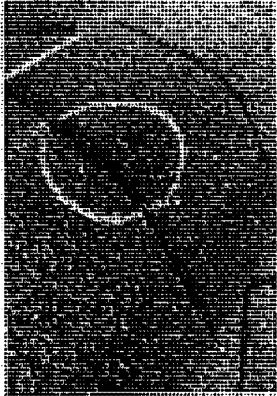
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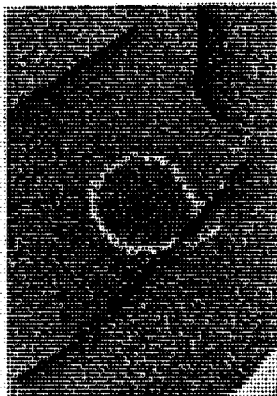
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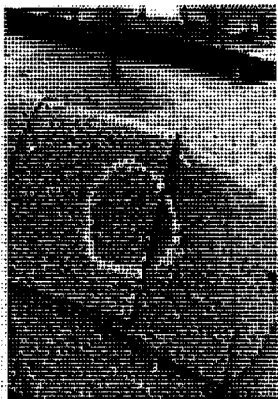
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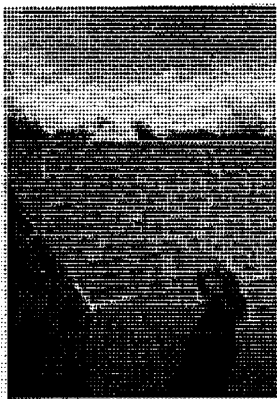
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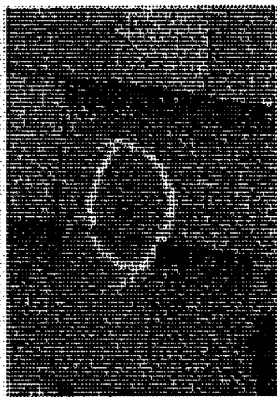
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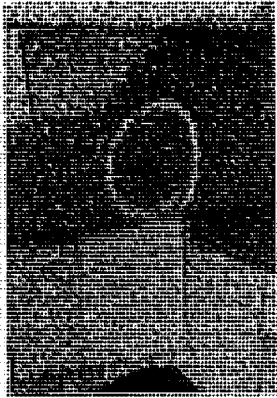
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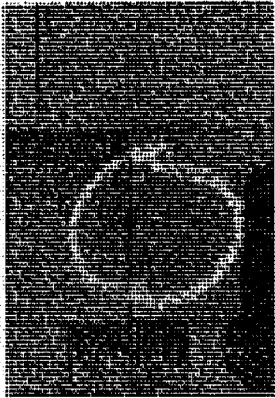
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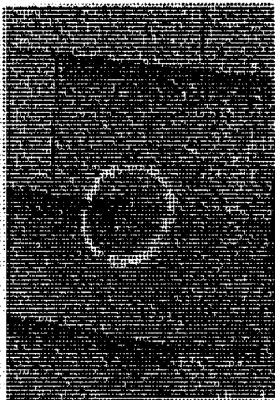
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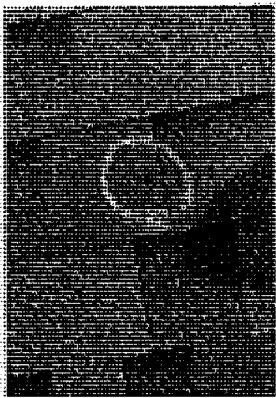
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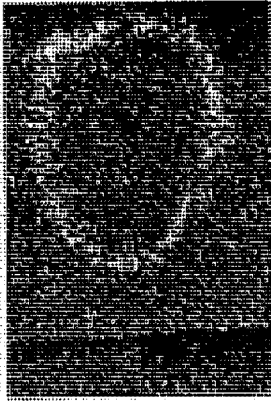
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Creator: Coastal Claims Services

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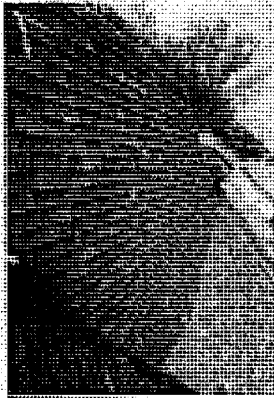
Project: Neil S. & Lucy M. West
Date: 3/6/2024, 3:02pm
Creator: Coastal Claims Services

45



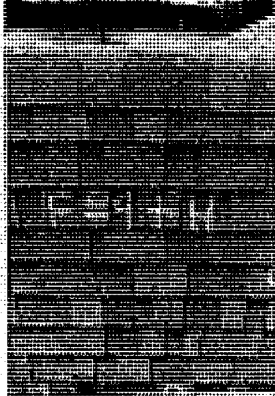
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Date: 3/6/2024, 3:02pm
Creator: Coastal Claims Services

46



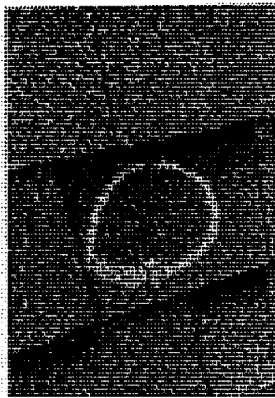
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:03pm
Creator: Coastal Claims Services

47



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:03pm
Creator: Coastal Claims Services

48



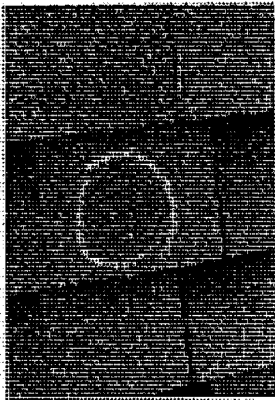
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Date: 3/6/2024, 3:03pm
Creator: Coastal Claims Services

49



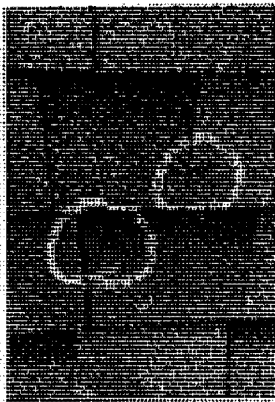
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Date: 3/6/2024, 3:03pm
Creator: Coastal Claims Services

50



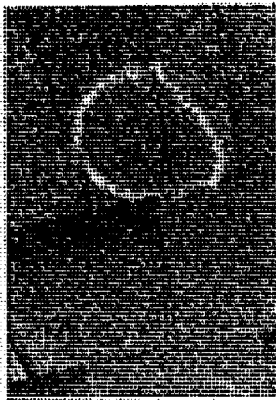
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Date: 3/6/2024, 3:03pm
Creator: Coastal Claims Services

51



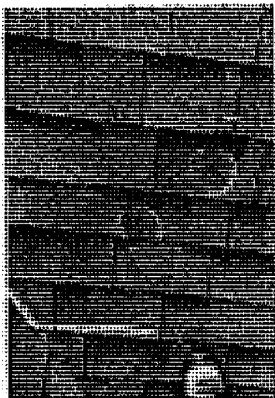
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:04pm
Creator: Coastal Claims Services

52



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:04pm
Creator: Coastal Claims Services

53



Project: Neil S. & Lucy M. West
Date: 3/6/2024, 3:05pm
Creator: Coastal Claims Services

54



Project: Neil S. & Lucy M. West
Date: 3/6/2024, 3:05pm
Creator: Coastal Claims Services

55



Project: Neil S. & Lucy M. West
Date: 3/6/2024, 3:05pm
Creator: Coastal Claims Services

56



Project: Neil S. & Lucy M. West
Date: 3/6/2024, 3:09pm
Creator: Coastal Claims Services

57



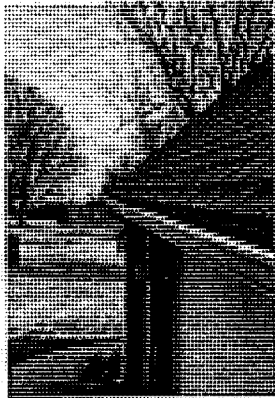
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Date: 3/6/2024, 3:09pm
Creator: Coastal Claims Services

58



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:09pm
Creator: Coastal Claims Services

59



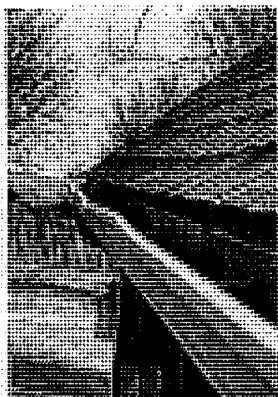
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Date: 3/6/2024, 3:09pm
Creator: Coastal Claims Services

60



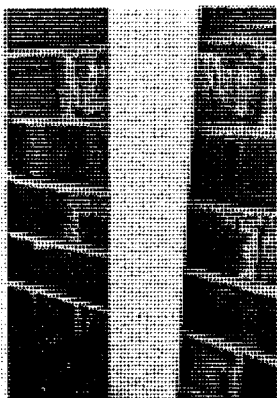
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Date: 3/6/2024, 3:09pm
Creator: Coastal Claims Services

61



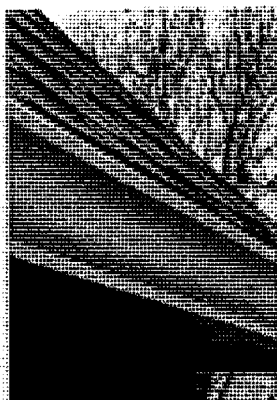
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Date: 3/6/2024, 3:09pm
Creator: Coastal Claims Services

62



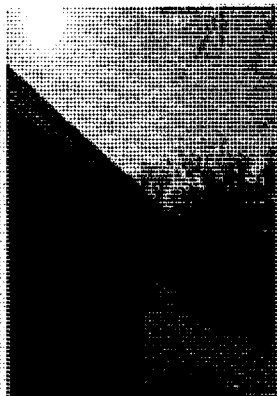
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Date: 3/6/2024, 3:11pm
Creator: Coastal Claims Services

63



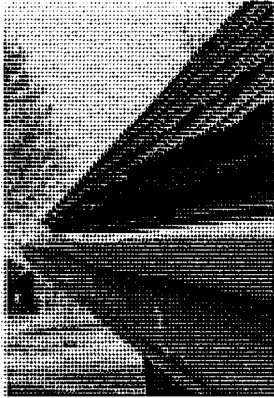
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Date: 3/6/2024, 3:12pm
Creator: Coastal Claims Services

64



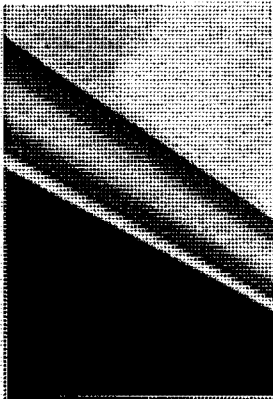
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Date: 3/6/2024, 3:12pm
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65



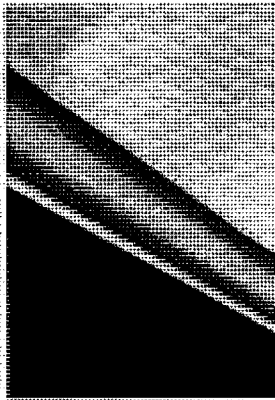
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Date: 3/6/2024, 3:13pm
Creator: Coastal Claims Services

66



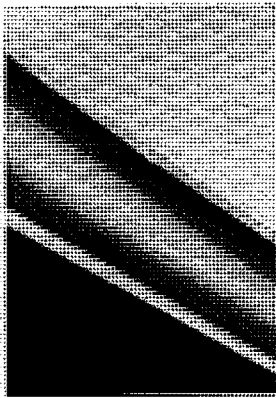
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Date: 3/6/2024, 3:14pm
Creator: Coastal Claims Services

67



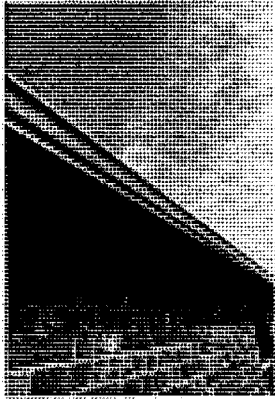
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:14pm
Creator: Coastal Claims Services

68



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:14pm
Creator: Coastal Claims Services

69



Project: Neil S. & Lucy M. West
Date: 3/6/2024, 3:14pm
Creator: Coastal Claims Services

70



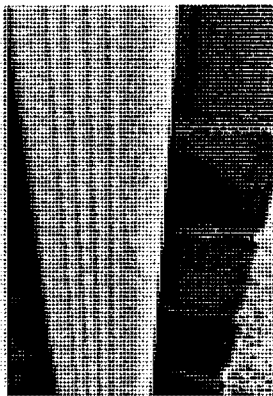
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71



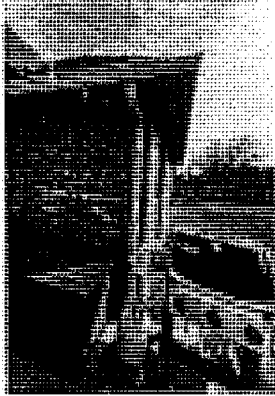
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Date: 3/6/2024, 3:14pm
Creator: Coastal Claims Services

72



Project: Neil S. & Lucy M. West
Date: 3/6/2024, 3:15pm
Creator: Coastal Claims Services

73



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:15pm
Creator: Coastal Claims Services

74



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:15pm
Creator: Coastal Claims Services

75



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:15pm
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76



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:16pm
Creator: Coastal Claims Services

77



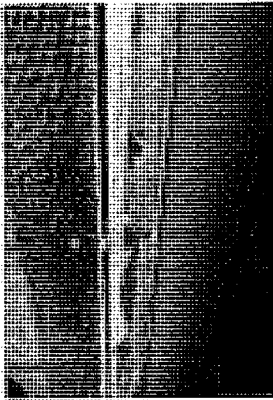
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78



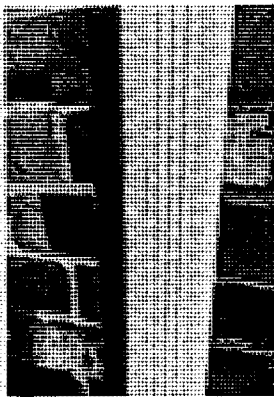
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:16pm
Creator: Coastal Claims Services

79



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:16pm
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80



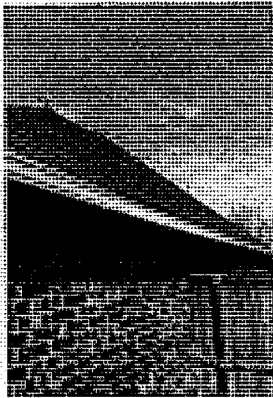
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Date: 3/6/2024, 3:16pm
Creator: Coastal Claims Services

81



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:16pm
Creator: Coastal Claims Services

82



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:16pm
Creator: Coastal Claims Services

83



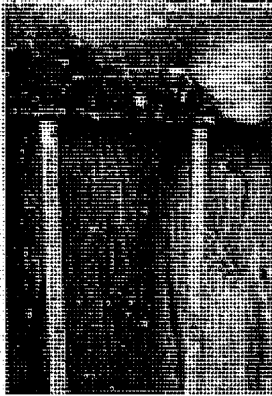
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Date: 3/6/2024, 3:17pm
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84



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:17pm
Creator: Coastal Claims Services

85



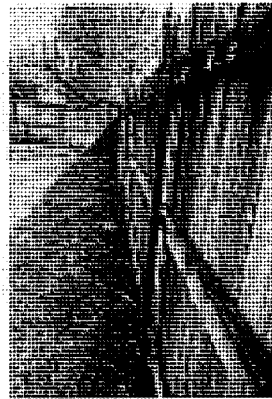
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86



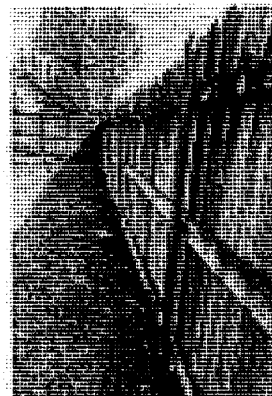
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Date: 3/6/2024, 3:17pm
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87



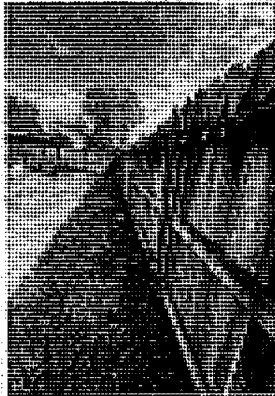
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Date: 3/6/2024, 3:17pm
Creator: Coastal Claims Services

88



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:17pm
Creator: Coastal Claims Services

89



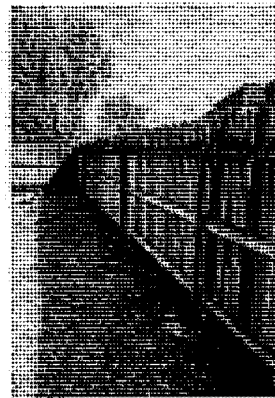
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Date: 3/6/2024, 3:17pm
Creator: Coastal Claims Services

90



Project: Nell S. & Lacy M. West
Date: 3/6/2024, 3:17pm
Creator: Coastal Claims Services

91



Project: Nell S. & Lacy M. West
Date: 3/6/2024, 3:18pm
Creator: Coastal Claims Services

92



Project: Nell S. & Lacy M. West
Date: 3/6/2024, 3:18pm
Creator: Coastal Claims Services

93



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:18pm
Creator: Coastal Claims Services

94



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:18pm
Creator: Coastal Claims Services

95



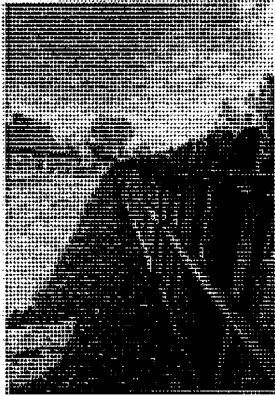
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Creator: Coastal Claims Services

96



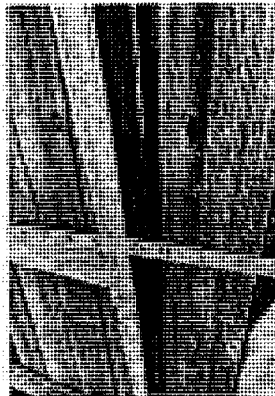
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97



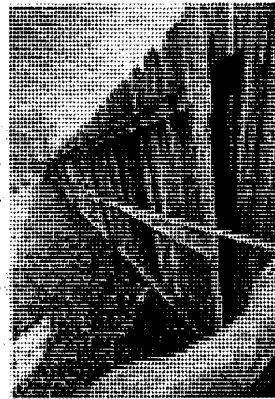
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Date: 3/6/2024, 3:18pm
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98



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:20pm
Creator: Coastal Claims Services

99



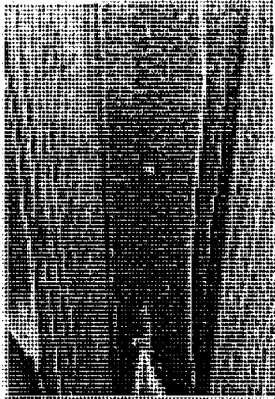
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Date: 3/6/2024, 3:21pm
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100



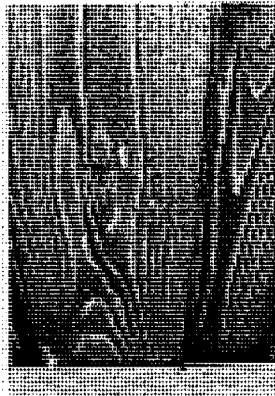
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Date: 3/6/2024, 3:22pm
Creator: Coastal Claims Services

101



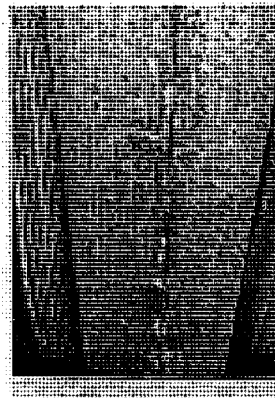
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Creator: Coastal Claims Services

102



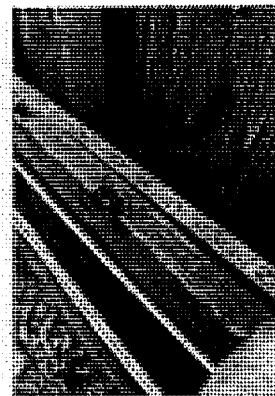
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103



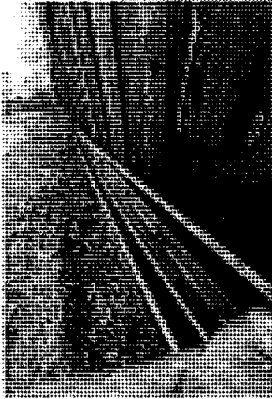
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Date: 3/6/2024, 3:22pm
Creator: Coastal Claims Services

104



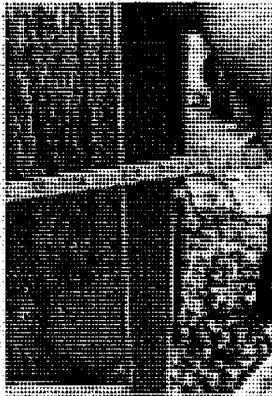
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Date: 3/6/2024, 3:23pm
Creator: Coastal Claims Services

105



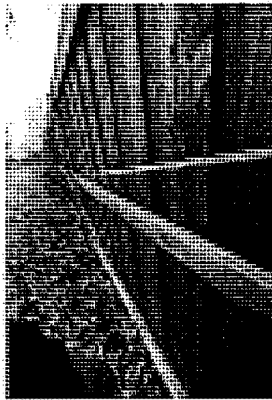
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:23pm
Creator: Coastal Claims Services

106



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:25pm
Creator: Coastal Claims Services

107



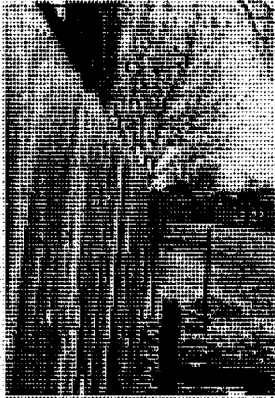
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Date: 3/6/2024, 3:25pm
Creator: Coastal Claims Services

108



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

109



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

110



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

111



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

112



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

113



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

114



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

115



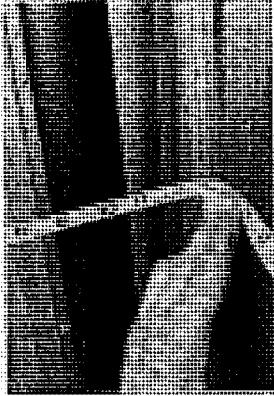
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Creator: Coastal Claims Services

116



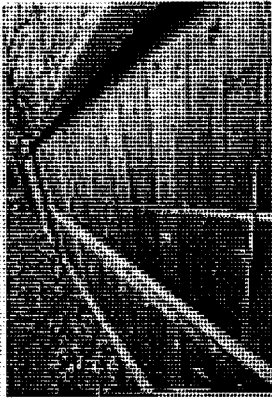
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Date: 3/6/2024, 3:26pm
Creator: Coastal Claims Services

117



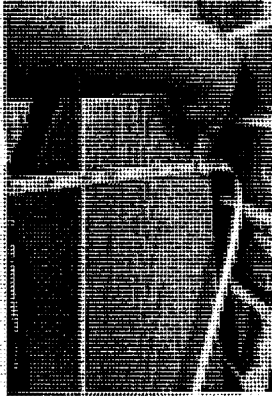
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Date: 3/6/2024, 3:27pm
Creator: Coastal Claims Services

118



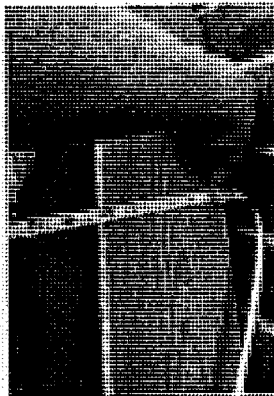
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Creator: Coastal Claims Services

119



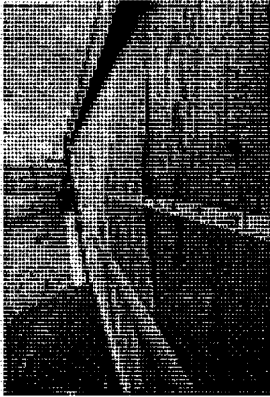
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:28pm
Creator: Coastal Claims Services

120



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:28pm
Creator: Coastal Claims Services

121



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:28pm
Creator: Coastal Claims Services

122



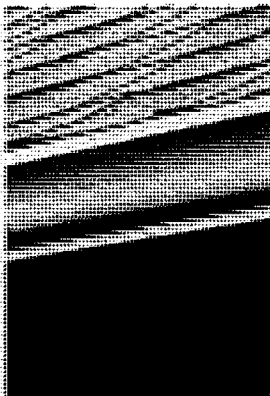
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Date: 3/6/2024, 3:33pm
Creator: Coastal Claims Services

123



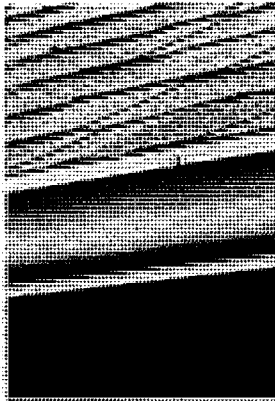
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:33pm
Creator: Coastal Claims Services

124



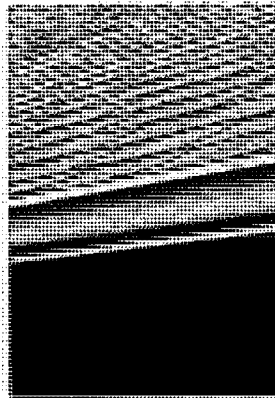
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:33pm
Creator: Coastal Claims Services

125



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:33pm
Creator: Coastal Claims Services

126



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:33pm
Creator: Coastal Claims Services

127



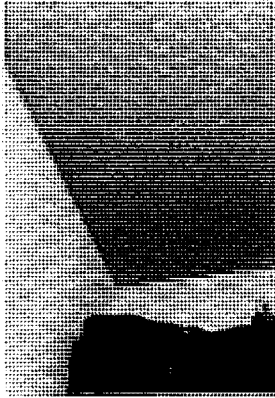
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Date: 3/6/2024, 3:33pm
Creator: Coastal Claims Services

128



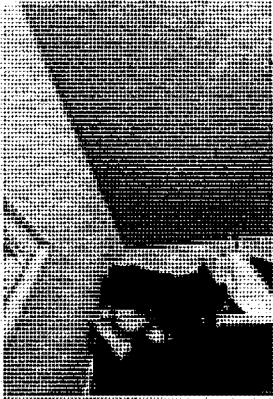
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:33pm
Creator: Coastal Claims Services

129



Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:34pm
Creator: Coastal Claims Services

130



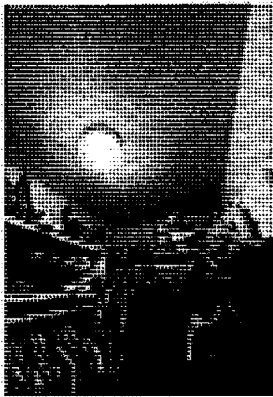
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Creator: Coastal Claims Services

131



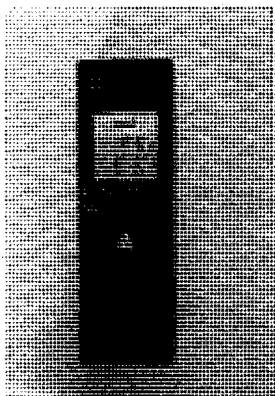
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Creator: Coastal Claims Services

132



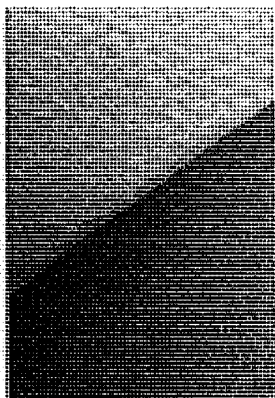
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Date: 3/6/2024, 3:35pm
Creator: Coastal Claims Services

133



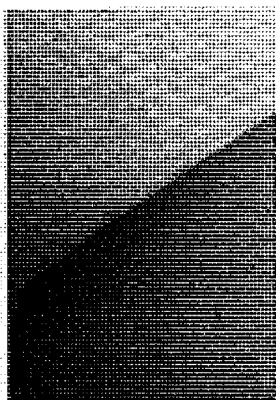
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Date: 3/6/2024, 3:36pm
Creator: Coastal Claims Services

134



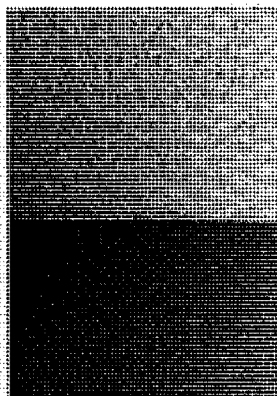
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Date: 3/6/2024, 3:38pm
Creator: Coastal Claims Services

135



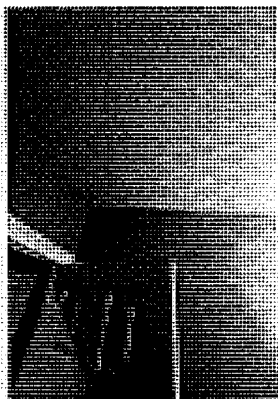
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Date: 3/6/2024, 3:38pm
Creator: Coastal Claims Services

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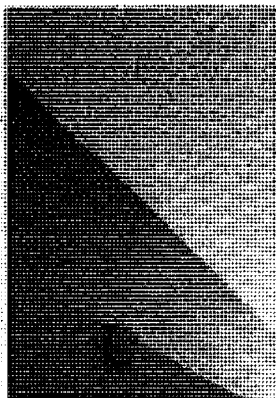
Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:38pm
Creator: Coastal Claims Services

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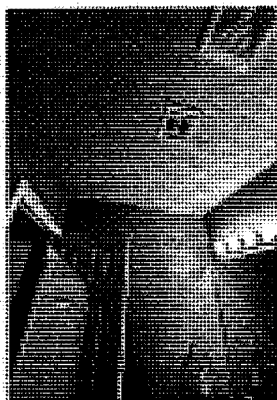
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Date: 3/6/2024, 3:38pm
Creator: Coastal Claims Services

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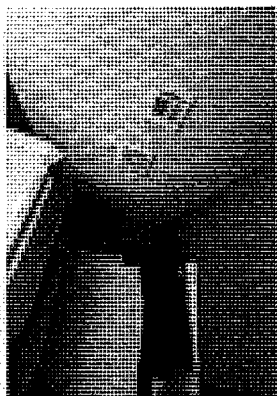
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Creator: Coastal Claims Services

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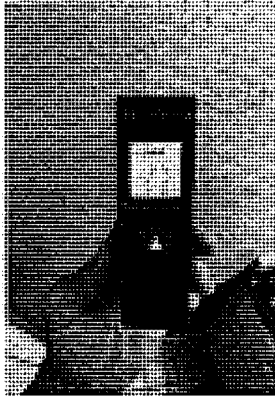
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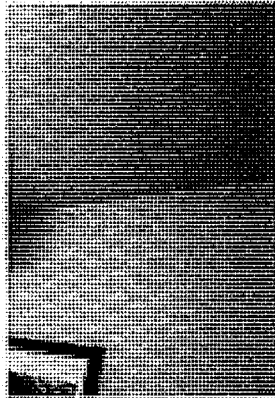
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Creator: Coastal Claims Services

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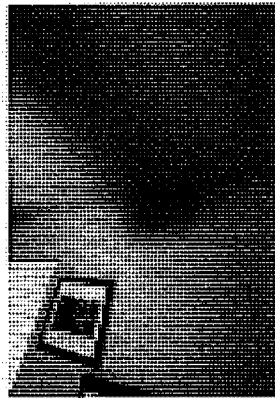
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Date: 3/6/2024, 3:39pm
Creator: Coastal Claims Services

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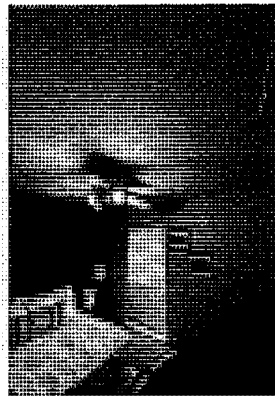
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Creator: Coastal Claims Services

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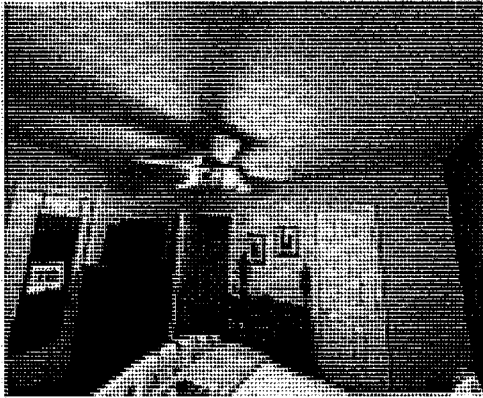
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Creator: Coastal Claims Services

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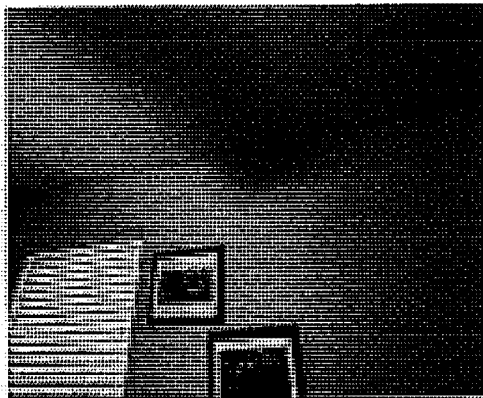
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Creator: Coastal Claims Services

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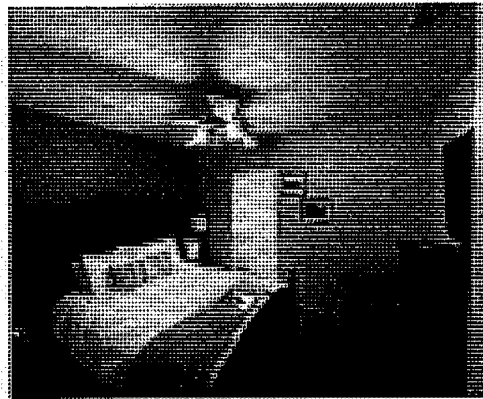
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Creator: Coastal Claims Services

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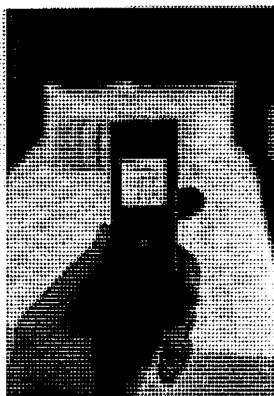
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Date: 3/6/2024, 3:40pm
Creator: Coastal Claims Services

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Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:40pm
Creator: Coastal Claims Services

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Project: Neil S. & Lacy M. West
Date: 3/6/2024, 3:40pm
Creator: Coastal Claims Services

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Project: Neil S. & Lacy M. West
Date: 6/6/2024, 1:22pm
Creator: Coastal Claims Services

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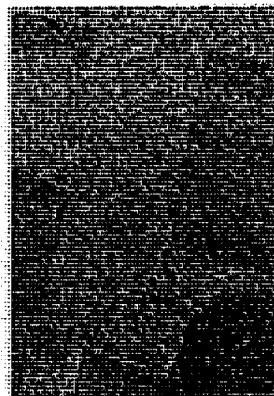
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Creator: Coastal Claims Services

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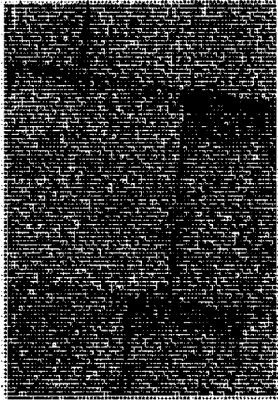
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Creator: Coastal Claims Services

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Project: Neil S. & Lacy M. West
Date: 6/6/2024, 1:22pm
Creator: Coastal Claims Services

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Project: Neil S. & Lacy M. West
Date: 6/6/2024, 1:22pm
Creator: Coastal Claims Services

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Project: Neil S. & Lacy M. West
Date: 6/6/2024, 1:22pm
Creator: Coastal Claims Services