

DFW-METROPLEX ROOFING NEWS

Hansen Doesn't Horse Around Chooses USA Roofing

**Why Homeowners Should
Be Paid Overhead & Profit**

pg 1

**HB2102 Homeowners
to pay Their Deduct-
ible Pg 1**

Dale and the lovely Mrs Chris Hansen



Local
Postal Customer

PRSR STD
ECRWSS
U.S. POSTAGE
PAID
EDDM RETAIL

**Free
Hail
Damage
Inspection**



CHECKING OUT YOUR CONTRACTOR

Selecting a roofing contractor is a major decision. A new roof is a “big ticket” purchase and you have to put a lot of trust in the roofing contractor to do the job right because you won’t be able to see what he’s doing on your roof, plus you’re relying on the contractor being in business years from now to back up their workmanship warranty. Most homeowners won’t know what to ask for in terms of roofing materials, upgrades and installation details. My goal is to provide you with enough information for you to pick the best deal and ensure you get a quality job.

The selection criteria and questions you should ask a roofing contractor are:

- Never hire a roofer that is out-of-state, i.e. “storm chasers”. They won’t be around for warranty service or dispute resolution.
- Avoid roofing contractors with less than an ‘A-’ rating. A company can be rated an ‘A-’ minus simply because of the limited length of time in operation, but have an otherwise excellent track record.
- Ask for current references
- Reputable roofing contractors should have dozens and dozens of homeowner’s references.
- Request a copy of the contractor’s professional State license and local business license.
- Minimum coverage limits should be \$1 million General Liability, \$1 million Personal Injury and \$500,000 for Worker’s Compensation. Higher limits are desirable. Roofing work is dangerous and you don’t want an injured worker suing you or some other accident claim going against your homeowner’s insurance. Call the insurance agency listed on the certificate to verify the policy is in force and the coverage limits are accurate.
- How long has the company been in business?

Roofing contractors tend to come and go due to the ups & downs of the economy and housing cycle. A company that has been in business for many years will tend to be more stable and experienced with adequate cash flow and cash reserves to meet operating requirements. Dishonest roofing contractors will quickly open & close business under new names (or disappear altogether) in an effort to distance themselves from a poor reputation, unpaid bills and lawsuits. Should the roofing contractor not pay the subcontractor, the subcontractor may file a mechanics lien against your home for the unpaid labor and materials. If this happens, you will not be able to sell your home until the lien is paid.

- Ask if the roofing contrac-

tor uses the same work crews and how they train their work crews. Does the company have a training manual?

The workmen on your roof will most always be subcontractors. The busier roofing contractors will be able to retain the same work crews. Visit the company office and ask to see a copy of their roofing manual which sets the standards of competency, workmanship and quality.

- Who will be the Job Supervisor.

The job supervisor will be your point of contact for any questions and issues. You should have the supervisor’s business card with cell phone number and e-mail address. The supervisor should be at the job site at least once each day for quality inspections during and after the job is complete.

The supervisor for my roof was there when work began, walked the roof each day, took photos and reviewed the photos and progress with me. When the job was finished, the roofing crew waited for 30 minutes while the supervisor walked the roof, lifting shingles to verify the roofing materials were install correctly. The supervisor had the roofing crew replace a couple of marred shingles in a high traffic area and make a few minor touch ups with paint and caulking. The supervisor then reviewed the final photos with me and asked if I had any questions or saw something that needed attention. Only then was the work crew released.

- Ask to see a copy of the roofing contract to read the fine print.
- A good contract should include a “Standards of Performance” which states among other things, that the contractor will not nail toe boards through your shingles, kick-outs will be installed at all corners, flashing installation requirements, the crew will not walk or step on your gutters, the job site will be cleaned up at the end of each day, etc.
- How long will it take to replace the roof?

This is seemingly innocuous question can be a red flag. If one roofer says he’ll bring a crew of 15 men and do the job in a day or two at most, while the other roofing contractors says 7 or 8 men will require at least 3 days (weather permitting), immediately disqualify the roofer who says he can do it in a day. Why? Because the roofer with 15 men won’t be focused on quality and will cut corners because he’s in a hurry to finish the job and get paid. 15 men on my roof would be in each others way and they’d probably working well past sunset in the dark. Do you really want that for non-emergency repairs? **BTW, my roof required 8 men working for 3-1/2 days to replace the roof – but my roof has complicated lines and features**

HB2102 Pay Deductible

cont from pg 1

(B) The person selling the good or service will, without the insurer’s consent:

- (i) Pay, waive, absorb, or otherwise decline to charge or collect the amount of the insured’s deductible;
- (ii) Provide a rebate or credit in connection with the sale of the good or service that will offset all or part of the amount paid by the insured as a deductible;

BBB A+ Accredited

cont from pg 1

Check out USA Roofing with the BBB, give us a call and let us “work for you”, to insure that you get what you are entitled to from the insurance company.

USA Roofing does not encourage you to try to make a profit from your insurance claim, (it is illegal), we encourage you to let us get

(iii) In any other manner assist the insured in avoiding monetary payment of the required insurance deductible; or

(2) Provides a good or service to an insured under a property insurance policy knowing that the insured will pay for the good or service with the proceeds of a claim under the policy and, without the insurer’s consent:

(A) Pays, waives, absorbs, or otherwise declines to charge or collect the amount of the insured’s deductible;

you everything you are entitled to. We compare your insurance adjustments with what is allowed in the industry to restore your property back to pre storm conditions.

USA Roofing stands behind their work. Repeat customers are the success of USA Roofing. Give us a call for a free evaluation and a reference list of repeat customers in your area.

(B) Provides a rebate or credit in connection with the sale of the good or service that offsets all or part of the amount paid by the insured as a deductible; or

(C) In any other manner assists the insured in avoiding monetary payment of the required insurance deductible.

(D) An offense under this section is a Class B misdemeanor.

Under Texas’s laws, a Class B misdemeanor is punishable by up to 180 days in jail, a fine of as much as \$2,000, or both. For example, possession of up to two ounces of marijuana is a Class B misdemeanor. (Tex. Penal Code Ann. § 12.22 (2019).)

For more detail about the law go to <https://capitol.texas.gov/BillLookup/History.aspx?LegSess=86R&Bill=HB2102>

Homeowners Need To Know What To Expect

1. When shingles are delivered to your home, please check the color and type of material. NOTIFY USA Roofing immediately if the color or type isn’t what you ordered.
2. Notify your mortgage and insurance company the day your roofing material is delivered. This will expedite the inspection and payment process.
3. Be prepared for the noise! There will be constant hammering for two or more days, depending on the size of your roof.
4. Keep children and pets away from the work area, YOUR house is a construction site and is very hazardous.
5. Remove all loose items from wall shelves and walls: Pictures, Plates, Figurines, TVs etc. Hammering may create vibrations that will shake these items off the shelves or walls.
6. Remove all items from around the house where roofing debris or bundles of shingles might fall: Patio, Pool Furniture, Potted Plants, Vehicles and Garden Equipment. Leaves or blooms may be knocked off the plants near your home during the job. They will come back.
7. During the roofing project dust may fall from rafters & under sides of the decking. Any clothing or items this may damage should be protected.
8. Crews will need access to your driveway to load shingles and clean up. Please park your cars, motorcycles, bicycles, boats, etc. away from the driveway.
9. Occasionally, power tools will be used to cut decking or shingles. Please check your power breakers after roofers are finished to make sure they are operating correctly and have not been tripped.
10. Precautions are taken to prevent gutter damage. However, there are instances when damage to gutters is unavoidable, especially on very steep roofs or ones that are completely surrounded by gutters. Your homeowner’s insurance should cover any damages or allow for protection.
11. **BEWARE! Occasionally, A/C, water, and gas lines have be installed improperly under the decking and nails may penetrate and cause unpredictable damage. This damage shall be the responsibility of the property owners insurance.**
12. For each day it rains, work on your roof will be delayed. Roofers are instructed not to tear off more shingles than they can replace in one day, so that your roof is not exposed to inclement weather.
13. **Check heater vents upon completion of your roof to make sure that they have not been loosened in the attic. Also check hot water heater and stove vents.**
14. Nails that fall from the roof during the job will be picked up with a nail roller. However the greatest effort to pick up all nails may not pick up all. Please be advised, however, that a few nails hidden in the grass or shrubbery may remain.
15. Occasionally shingles have been sealed to the sidewalls. Age along with moisture saturation can rot the wood. During the removal of shingles along walls, paint removal & chipping of the wood may occur. This is an unavoidable situation and your contractor is not responsible for this occurrence. Look to your insurance to recover your loss.
16. When two or more layers are removed from the roof, your roof line will drop. This will be evident along any wall. The change in appearance will be minimal and will not effect the integrity & utility of the roof & flashing.
17. When the old roofing is removed a tremendous amount of weight is taken off the frame of your home. This can cause slight movements of your rafters & beams. This shifting, may cause small stress cracks in your ceiling along with paint popping off nails heads. Your roofing company is not responsible for this unavoidable occurrence.
18. Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appurtenances
19. Occasionally driveways can be damaged due to faulty foundations. Contractor shall not be responsible.
20. MAKE ALL PAYMENTS TO **USA Roofing Inc.**





Bruce Hollingsworth, president of USA Roofing, Inc. Pictured with his wife, Charlene has been in the roofing and construction business for over 41 years. Bruce is a licensed contractor in over a dozen states. A proud born Texan, he started his career in Ft. Worth, TX in the late 70's. Few and far between are locally owned companies in this industry. When questioning about a company and its credibility, Bruce represents every aspect of the credentials a property owner should seek from a contractor. Bruce is highly recommended throughout the Dallas, Ft. Worth, Metro area with a valued forty eight thousand satisfied customers.



A properly inspected roof will have chalk marks to show the damage on your roof. Hail spots may be very small



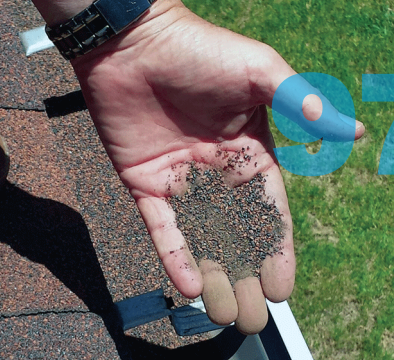
Even very small hard hail will cause damage to your roof



Hail hits after exposure to UV will deteriorate and expose the fiberglass felt creating leaks at a later date



Soft metal vents will dent and show you have hail damage on your roof



Excessive granules in your gutter or at the end of your downspouts are signs of excessive hail



Standing Seam Damaged by Hail



Skylight broken by hail

Seventh Circuit Holds Insured Entitled to a New Roof for Purely Cosmetic Hail Damage

Posted on July 10, 2015 by Dick Bennett

The Seventh Circuit is becoming a difficult venue for insurers. In November we reported that the Court of Appeals had held that the phrase “continuous or repeated exposure” in definition of occurrence meant that a continuous trigger theory applied, leaving the carrier exposed to a claim for 11 years of gradual water damage that was first reported 5 years after the last insurance policy expired. Last month, in *Advance Cable Co. v. Cincinnati Ins. Co.*, 2015 WL 3630699, 2015 U.S. App. LEXIS 9805 (7th Cir., Jun. 11, 2015), the same court held that cosmetic hail damage to a roof that had no effect on the structure’s functionality or life expectancy nonetheless constituted “direct physical loss” and required the insurer to pay for a replacement.

Advance Cable had a building in Middleton, Wisconsin that sustained hail damage on April 3, 2011. The insurer’s claim representative inspected the roof and observed no damage. Six months later, the policyholder was con-

templating a sale, and the buyer had the structure looked at. Its inspector stated that there was “definitely hail damage,” and the insured asked the carrier to reopen its claim. The resulting report by the insurer’s representative found hail dents up to 1” in diameter but concluded that these neither “affected the performance of the roof panels” nor “detracted from the panels’ life expectancy.” There was no evidence of record to the contrary.

The insurer refused to pay for a new roof, and the policyholder sued. The district court granted the carrier’s motion for summary judgment, and an appeal to the Court of Appeals followed. On June 11th, a unanimous panel of three circuit judges affirmed, in an opinion written by Chief Judge Diane Pamela Wood.

The contract of insurance afforded coverage for “direct physical loss” to covered property. The terms “direct” and “physical” were undefined, but the policy defined “loss” as “accidental loss or dam-

age.” The court looked first at “direct,” which Chief Judge Wood held was “meant to exclude situations in which an intervening force plays some role in the damage.” In the matter at hand, the court noted that “everyone agrees that the hailstorm was the culprit.”

The judges next turned their attention to “physical” which the insurer urged the court to defined as material or structural in nature. The judges rejected that. As the opinion explained:

Hail caused visible indentations to the surface of [the] roof. This denting changes the physical characteristics of the roof and thus satisfies the language of the policy. . . . The hail, in denting the building’s rooftop, physically and directly damaged it.

Finally, the court directed its attention to the meaning of “loss or damage.” The carrier’s position was that the phrase connoted harm and that “the dents caused by the hail did not harm the roof enough to diminish its function or value.” Chief Judge Wood dismissed that as a “no harm, no foul” argument, and she focused instead on the

word “or” in the phrase. As her opinion observed:

The district court, in deciding that “accidental loss or damage” encompasses all hail denting — both dents that diminish the functionality of the roof and dents that may be only cosmetic — emphasized the disjunctive nature of the definition. The policy covers loss or damage. This indicated to the district court that even without a measurable “loss” in value or in function, “the policy expressly contemplates the possibility that there may still be ‘damage,’ presumably giving it a different meaning than the word ‘loss.’” This was a sensible conclusion.

The judges also noted that there was evidence of record that the insurer contemplated inserting language in other policies that would spell out the fact that cosmetic damage was excluded. That was clearly a sensible step but one that almost always has unfortunate consequences when – as here – a court finds out about that when asked to construe a policy without it.

USA Roofing Sales Representatives Take Time With Customers To Explain Quality, Type of Material & How to Identify Storm Damage

Chris Hill, General Manager for USA Roofing agrees that roofing companies are very busy when the calls start coming in from different areas of the hail damage.

However, Hill states that the reps at USA Roofing are trained to take the time to make sure the homeowner understands the full process from calling the insurance company to the completed product.

There are many types of roofing materials. Different weights and years of warrant are a huge factor in choosing the type of material to put on your home.

Hill refers to a few important factors for the property owners to check.

1. Your roof might not appear damaged. Many times big problems can occur with a roof that seemingly has insignificant signs of damage.
2. USA will thoroughly inspect your roof looking for such signs as hidden bruises, broken tabs, broken seals and excessive granular loss which will show up in time.
3. USA experts evaluate the condition of your roof and give you an explanation of how and why these conditions occur.
4. Take pictures of debris on your roof, leaks, and damaged property.
5. Do not settle for patches, use the line of sight rule to your advantage, (new shingles will not match.)
6. Have the contractor complete a storm damage inspection report.
7. Take advantage of the fact that your neighbors were paid for new roofs.
8. The insurance company has to put your property back in the same condition it was before the storm hit.
9. Make sure you don’t settle for less. The cheapest contractor only saves the insurance company money, and doesn’t give you piece of mind.

IT’S NOT HARD TO SEE THE DAMAGE CAUSED BY THESE HAIL STONES, BUT IT IS FROM THE SMALL STONES



INDEMNIFY THE INSURED

According to the American National Standard Insurance Agency, you are owed payment for your claim the same as the insurance company was owed (and received!) Your premium. So don’t feel guilty about making a claim for full entitlement. IT IS YOUR RIGHT!

All insurance policies contain specific duties you must do after a loss. In most homeowner’s policies, these “contractual duties” are found in the insurance policy. There are seven (7) primary duties you must comply with to meet your responsibilities under the policy. The seven primary duties are.

1. Notify the insurance company as soon as possible of a loss. If you didn’t notify your insurance company immediately after the loss, provide a written explanation why the report of loss was delayed. (Call TDI for sample letter).

2. Keep the loss from getting bigger by protecting your property from further damage. The insurance companies refer to this action as “mitigating your damage. Do your best to secure, board up or cover the roof to minimize any further damage. Keep track of your labor and receipts for expenses. You can get reimbursed.

3. Submit your “Proof of Loss” along with supporting documents within the specified time. The insurance company will advise you if it requires a proof of loss.

4. If requested, provide additional supporting documents. Here is an example of providing additional supporting documents: If the building is destroyed in a tornado, the insurance company has the right to request the original plans and specifications of the

building (if available).

5. Exhibit and separate, damaged from undamaged property. You must show the insurance company the damaged property as often as reasonable.

6. Produce accounting and other records for examination and permit copies to be made. This is self-explanatory. The insurance company prefers to make copies of the original documents to prevent alterations of bills, receipts, or book entries.

7. Submit to a statement (examination) under oath. Do not confuse a statement under oath with a recorded statement. An adjuster who requests a recorded statement is not always suspicious of your claim, it may just be company procedure.

PROGRAM REWARDS

Refer customers to USA Roofing Inc and earn rewards with our Referral Rewards Program!

1

SUBMIT YOUR REFERRAL

Call: 972.263.2938
email: contact@usaroofing.com

2

WE’LL REACH OUT TO THEM

An USA Roofing Inc. Representative will contact your referral and make arrangements to inspect their roof. The are under no obligation and the inspection is free.

3

RECEIVE YOUR REWARD

Once their roof is built by USA Roofing Inc. and they have signed their Certificate of Completion and they paid in full, then you will receive the reward for the level you have achieved.

“SHINGLE”Replacement

REFER
LEVEL 1 : 1 = \$250
QUALIFIED CUSTOMER GIFT CARD

REFER
LEVEL 2 : 3 = \$800
QUALIFIED CUSTOMER GIFT CARD

REFER
LEVEL 3 : 5 = \$1500
QUALIFIED CUSTOMER GIFT CARD

REFER
MASTER LEVEL : 10 = \$3000
QUALIFIED CUSTOMER GIFT CARD



Window, trim, and screens damaged by hail



Facia, gutters siding can be damaged by hail



Satellite, dish will need to be removed and reset up after the re-roofing process



Hail can damage your gutters, downspouts and gutter screens



Hail damage to fences, should be pressure wash with chemicals and stained, some cases the fence has to be replaced



Hail can dent your Air conditioners fins and change the efficiency of your AC unit. Sometimes the unit needs to be replaced



Soft metals are easily damaged by hail and will need to be replaced per building code

Ask USA If Your Property Meets the Current IBC & Energy Codes

Ask Your Agent If You Have Law & Ordinance Coverage



USA Roofing installing a 3 ply modified roofing system, Proper installation consist of using proper fasteners, drainage, insulation and ventilation are the key success of a flat roofing system



USA Roofing installing a flat concrete tile roofing system, Proper installation consist of using proper fasteners, underlayment, batten boards, spacing, and mortar.



Key success of all roofing system, is using great reliable roofers, preparation of the decking, base felt, proper fasteners, proper exposure, and proper spacing.

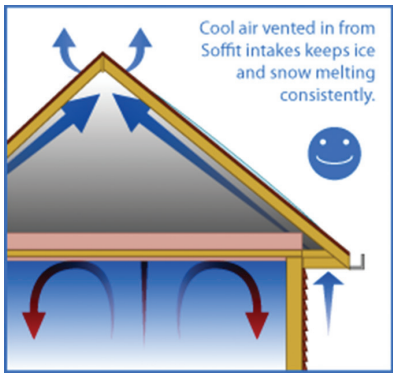


Chris Hill sales manager of USA Roofing has been selected to be an insurance appraiser for various insurance companies over the past 29 years. Chris has 29 years of experience in the construction mitigation field. Chris personally trains all of USAs staff on how to identify and evaluate hail damage to roofs, siding and other areas of your property.

Residential & Commercial Roofing by USA Roofing.



Ventilation



According to the American Society of Heating, Refrigeration & Air Conditioning, (ASHRAE) safety is the main factor in making sure your ventilation is correct in your home.

When your roof is replaced, vent joints can be pulled apart during the removal of your roof, which could release toxic fumes into your home. ALWAYS have someone get in your attic and check all heater and water heater stack joints when the crew has completed the installation. From the top of the roof, the crew can not see or know that the joints were pulled apart.

HEAT - In hot weather, proper ventilation prevents the attic from becoming a "hot-box" that radiates unwanted heat down through the attic floor into the living area. Attic temperatures can reach 150 degrees

MOISTURE - In cold weather, proper ventilation helps prevent moisture from condensing on the insulation, rafters, and roof deck. Trapped moisture can rot wood members and rob insulation if it's R-Value.

CONDENSATION - Improper ventilation and attic heat can cause condensation. This condensation can create enough moisture that you might think your whole roof is leaking. Your "dripping wet attic" is not caused by your roof being installed improperly, but from poor ventilation.

MOLD & MILDEW - Another common, but unsatisfactory practice allowing heat to enter the attic, involves installing bathroom exhaust vent ducts into the soffit vents, rather than correctly installing the duct to an outlet vent. Soffit vents are inlet vents, not outlet vents!

WORK PROVIDED

- ROOFS
- GUTTERS
- SIDING
- WINDOWS
- PAINTING
- FENCES

972.263.2938

Will My Rates Go Up If I File A Hail Claim?

The truth is that your rates will increase whether you file a claim or not. Insurance rates increase when there are natural disasters. Costs to policy holders will vary on where they live, their house and other factors. "It's all about having enough premium and protection to pay future claims," said one insurance company official.

Many insurance companies saw the value of their investments decline over the last year. With yearly national disasters, the insurance companies look for ways to make things up by raising rates or becoming more creative in restricting claims.

You need to file a claim to make sure your most valuable asset is protected.

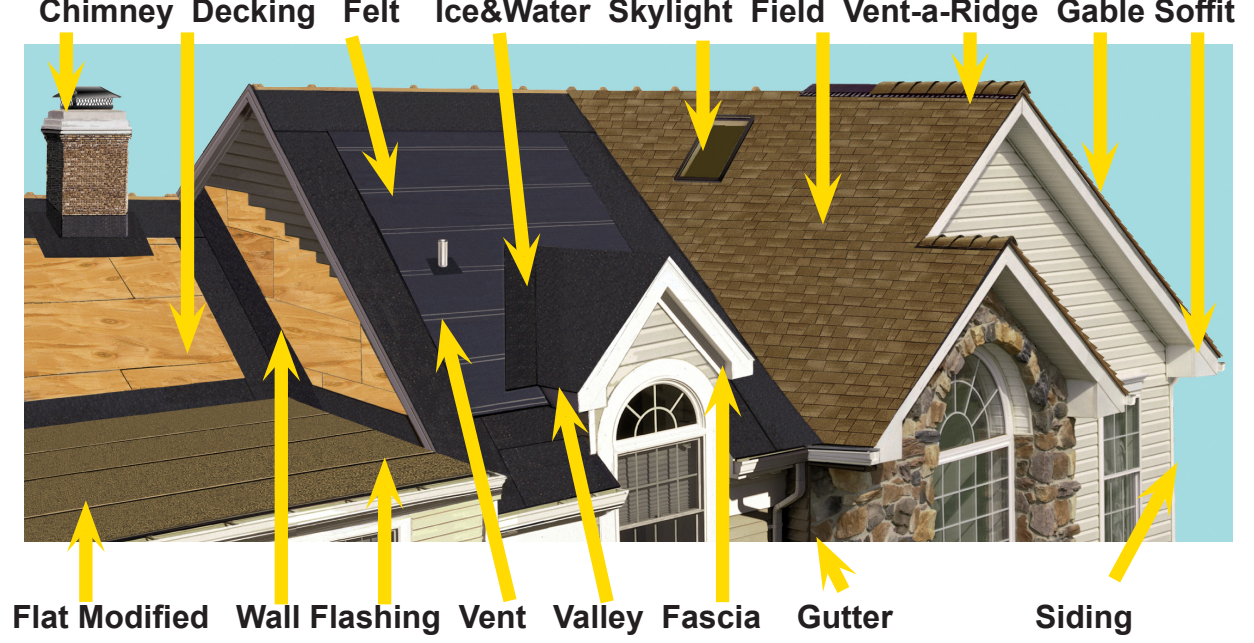
Have You Been Denied Payment Or Underpaid?

If you have been denied payment or underpaid, you need to ask yourself these questions

- Can Hail Damage my metal gutters and vents, but no damage to my roof.
- Will partial repairs devalue my home?
- Would potential future buyers be discouraged from purchasing my property?
- Would an inspector find hidden damage?
- I Can't make the necessary repairs with the amount my insurance company has paid me?

Should my Insurance company pay Contractors overhead and profit? CALL USA ROOFING

Identifying Basic Parts of Your Home



According to the Consumer Information Guide

It is crucial that you understand your rights to protect your most valuable asset... "Your Home".

How do you know if you have damage?

Do you have roofs being put on in your neighborhood? Do you see roofing signs in yards or have you received a flier, door hanger, or had a telemarketer call you? If you answered yes to any of these questions, you might have hail damage. It is probably worth your time to have it checked out by a trained professional, be it a roofing contractor or an insurance adjuster.

My roof is not leaking so why should I have it replaced?

If you have damage, you should replace your roof as soon as possible. Just because your roof doesn't leak immediately doesn't mean it will not 6 months from now. The damage might not be as apparent now as it will be in six months. The damage being exposed to the elements of the harsh weather will accelerate the deterioration of your roof system.

What if I called my insurance company and they came out and said I have no damage?

Just because an Insurance adjuster says you have no damage doesn't mean it is not there. Insurance companies hire Adjusters to assess the damage on your roof but their specialty may not be roofs. They could have been adjusting damage to cars last week and now they are roof adjusters. Think about this, "do they really want to pay me money to fix this?" If an adjuster tells 100 people they have no damage and 60 of the people take their word, then they do not pursue a second opinion. The average roof is \$12,000.00. Well, they saved \$720,000.00. That is a lot of money. They are playing the odds. We're not saying all insurance companies are like this, but some are. Please understand, there are many good insurance companies in your community.

The Insurance company said I have to get three estimates before I can choose a contractor.

Not so! You can choose the contractor of your choice, but choose a contractor based on quality not price. Some companies are higher and some are cheaper. It is a good practice to get three bids to compare the scope of what they are doing and putting on your roof. You can shop for the lowest estimate but in doing this you are not saving yourself any money. You are only saving your insurance company money. No matter what, you will have to pay your deductible. The insurance company will make

sure of that. The lowest bid is not always the best. In today's society you get what you pay for. Your home is a large investment. Your roof protects your whole house and everything in it including your family. Look at it from this perspective. You find out that you have to have brain surgery. Your health insurance company tells you to get three opinions. Are you going to price shop to save the insurance company money or find the best surgeon not worrying about price because all you are responsible for is your deductible? Price should not be your main concern. The only concern is to have the best surgeon do the job. Choose a roofing contractor in the same capacity as you would a brain surgeon.

Is the quote my insurance gave me enough to restore my roof to its original state?

Not necessarily. Sometimes insurance companies exclude coverage of roof construction items essential to proper replacement and longevity of your new roof. These items are referred to as incidentals. Incidentals include vents, ridge, flashing, taxes and dump fees. The estimate the insurance company gives you is just that, an estimate and the price will vary, it could be higher or even lower.

Department of Insurance
800.578.4677
www.tdi.texas.gov/consumer/storms

Better Business Bureau
800.705.3994
www.dallas.bbb.org/Contact-BBB

Texas Attorney General
800.621.0508
www.oag.state.tx.us/consumer/3day

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HB 2102 Law Deductible



Page 2

Hail Damage Photos



Page 4

How to Prepare For Your Project



Serving Texas over 41 Years



"THE PROFESSIONALS"



FULLY INSURED



Homeowners Beware of HB2102 "Deductibles Law"

Sec. 707.002. PAYMENT OF DEDUCTIBLE REQUIRED. A person insured under a property insurance policy shall pay any deductible applicable to a first-party claim made under the policy.

Sec. 707.004. REASONABLE PROOF OF PAYMENT. An insurer that issues a property insurance policy with replacement cost coverage may refuse to pay a claim for withheld recoverable depreciation or a replacement cost hold back under the policy until the insurer

receives reasonable proof of payment by the policyholder of any deductible applicable to the claim. Reasonable proof of payment includes a canceled check, money order receipt, credit card statement, or copy of an executed installment plan contract or other financing arrangement that requires full payment of the deductible over time.

It is the insured's responsibility to submit proof of a separate deductible payment. Deductible payment must be a separate payment and be the first payment collected.

What you cannot do:

(C) A person who sells goods or services commits an offense if the person:

(1) Advertises or promises to provide a good or service to an insured under a property insurance policy in a transaction in which:

(A) The good or service will be paid for by the insured from the proceeds of a property insurance claim; and

cont pg 4

BBB A+ Accredited

USA Working For You Past, Present & Future

USA Roofing, is a family-owned company proudly serving the Dallas/Ft. Worth area and throughout Texas with quality products and excellent service.

At USA Roofing, our #1 goal is to help you protect your most valuable asset, "your home".

USA Roofing is proud to be the contractor of choice for thousands of owners in this area. It is our job as roofing experts to offer you a fair and honest solution to your roofing needs.

The sales representatives of USA Roofing attend extensive training sessions, not only on the best products to use but on the job training to make

sure everything is done that is needed to put the property back into the same condition as before the damage occurred.

The representatives are trained to work with the insurance adjusters and to help the customer be successful in filing proud of the craftsmanship our workers provide. "One of the valued assets of a responsible roofing company is good and dependable construction crews. "These CREWS make up the bottom line of your contract and must be dependable, knowledgeable and reliable."

cont pg 4

Should You be Paid Overhead & Profit???

Policyholders expect full and prompt payment to their property following losses. Insurance companies sell products which are significantly indistinguishable from one another. The only value to those products is the fact that insurance companies will honor the promises made to their policyholders, so that full and prompt payment occurs. Unfortunately, because of a number of improper claims occurrences and the inherent profitability of not paying fully the amount owed in a prompt manner, the law has imposed significant fiduciary-like obligations upon insurance companies when handling

insurance claims.

When addressing the issue of overhead and profit holdbacks from the standpoint claims conduct, said that insurers, currently such practice, with specific authority and in where do these that the insurer has the right to contractor over-under either a cost or Actual Cash Value basis. No insurance company advertisements warn potential customers that they can expect something less than complete



repair estimate payments following a catastrophe.

Indeed, the promise of full and prompt payment is completely destroyed when some carriers wrongfully make claims profits by not following what is the obvious law on the matter. Those companies who continue to wrongfully profit, by withholding monies due to their policyholders, can expect to be sued for their unjust enrichment as suggested by the Texas Department of Insurance, and for their violation of the Unfair Claim and Trade Practice statutes.

by Larry Walker Adjuster