



Alan Podvin <alan@acpstormrepair.com>

RE: COUNTRY Financial Claim 164-0057874

1 message

Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com>

Fri, Aug 11, 2017 at 5:44 PM

To: Alan Podvin <alan@acpstormrepair.com>, Thom Beitz <thom@sagecare.com>

Cc: "Johnson, Shusten" <Shusten.Johnson@countryfinancial.com>, "Ekhoﬀ, Marshall" <marshall.ekhoﬀ@countryfinancial.com>

Alan and Thom,

Attached is a copy of our final revised estimate. You will notice that for the most part I rewrote most of the estimate from scratch and added notes to the estimate throughout to try to clarify things. I have also attached the window bid we received from a local Pella installer which we are using as the local market price to replace the windows. There is also a second window estimate attached that provides the homeowner the cost of what it would take to replace the window on the right side of the double bay window to get all windows on that part of the house the same.

Before I move any further, please keep in mind that below is the definition of what replacement cost is:

“The cost actually and necessarily incurred to repair or replace the damaged property using standard new construction materials of like kind and quality and standard new construction techniques.”

The key to this wording is the cost ACTUALLY and NECESSARILY INCURRED. By getting the quote from Pella we are establishing the necessary cost to replace the damaged windows. The line item estimate you provided in Xactimate does not reflect the actual or necessary costs to replace the windows. The quote from Pella does. They also confirmed that these are not tempered glass windows nor would they be required to be installed with tempered glass for code as you have listed in your estimate. Be advised the bid attached includes removing the windows and trim around the windows, installing new windows with flashing, installing new trim, and painting the trim. This would be the scope needed to properly replace these windows.

Parker Building Department advised they would not require removing of any siding or installing of Tyvek due to the replacing the windows. We have agreed to repair the siding damaged installing the flashing on the roof and also the siding removed around the window on the right side of the bay window. The siding on the window area technically would not be owed since it was an unnecessary demo, but in an effort to get the insured back to pre-loss condition we are adding to our estimate.

In the roofing portion of the estimate adjustments were made to reflect the work that was actually completed. IWS was paid on this estimate since it was included in our original estimate in error. Parker Building Department confirmed this would not have been enforced even with a water spot so would not have been payable, but since it was installed and we had it in our original estimate it was included. You can also read throughout the roofing estimate the additional adjustments made. I still question why a different profile drip edge was used on the rakes vs eaves since they previously had the larger profile drip on the rakes. We are paying for painting the exposed trim as

you requested in your estimate but not sure it was necessary since the new drip profile on the rakes is not what they previously had.

Please be advised again that all repairs on prior scope of work not completed by 7/6/2017 would not be able to collect recoverable depreciation. The policy provides the homeowner one year from the date of the loss to collect the full replacement cost value. Given that some new items are being added to this estimate (window on the left, siding on front window, ect) we have extended the time to complete these repairs by 12/15/2017 to collect any outstanding recoverable depreciation. I have made a note next to those items in the estimate.

Shusten will work to print out a copy of this to send to Thom as well as a letter and payment. As I have mentioned in the past and in our estimate, if you disagree with the final dollar amount for portions of the project, please provide us a labor and material invoice and we are more than willing to review to see if any additional amount is needed to cover the actual and necessary expenses associated with this claim.

Thanks,

Brandin Heidbreder MBA, CPCU, SCLA, AIC

Property Claims Supervisor – Great Plains Office

309-361-2047 (P)

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PO Box 2020, Bloomington, IL 61702



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From: Alan Podvin [mailto:alan@acpstormrepair.com]

Sent: Tuesday, August 08, 2017 7:00 PM

To: Heidbreder, Brandin

Subject: Re: COUNTRY Financial Claim 164-0057874 Monday afternoon meeting

Please, find the attached updated estimate that includes all the code upgrade lines we believe to be applicable to properly repair the items you identified last year. Regarding enforceable codes you should be able to find a copy of the codes enforced in Parker online and determine what is needed.

See attached.

On Tue, Aug 8, 2017 at 5:13 PM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

I will be reaching out to the Parker Building Department tomorrow to review everything you are requesting be included for code upgrade items. Thus far I have not been able to confirm everything you are requesting. Until everything has been tied down with the local code office on what is enforced in Parker, we have not approved the requested code upgrade items. Any items determined to be outside the enforced code in Parker will not be able to be paid even if already performed. I will work to get everything tied down tomorrow if possible. I was in a conference all day today and Shusten has had to take some unexpected time off this week. However, this will be my priority claim to review tomorrow.

Please also keep in mind that the one year time period to complete repairs on this house has passed which was 7/6/2017. Any repairs completed after that date would not be able to recover any depreciation outstanding. The only items excluded from this would be anything discovered yesterday that was not previously included in the estimates. During my inspection yesterday, I believe I was able to tie down what repairs have been completed so we will be sure to release any recoverable depreciation on those items. I was hoping to discuss this yesterday during the inspection, but more information to come tomorrow after I have had a chance to get everything reviewed and tied down.

Thanks,

Brandin

From: Alan Podvin [mailto:alan@acpstormrepair.com]

Sent: Tuesday, August 08, 2017 3:59 PM

To: Heidbreder, Brandin; Alan Podvin; Thom Beitz

Subject: Re: COUNTRY Financial Claim 164-0057874 Monday afternoon meeting

Thank you for the cooperation, it was raining too much to open this yesterday.

Please, see attached picture so you can understand what we are billing for in code upgrade.

Required is tyvek and window tape, the windows had a nail fin so trim must to be removed and siding removed and re-painted. This is the proper way and only code approved way to replace windows with like kind and quality.

On Mon, Aug 7, 2017 at 5:50 PM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

Inspection completed. I waited a little while to see if anyone was going to meet me out there. I believe I have all the photos we need on this one. I will review with Shusten in the next couple days and get back to you.

Thanks

Sent from my iPhone

On Aug 7, 2017, at 12:07 PM, Alan Podvin <alan@acpstormrepair.com> wrote:

You should not that there is not tyvek or tape around the windows or any elevations, as that will likely become a issue. It is code required and we are starting to see warranty issues on ACP because this was skipped and should be covered in code upgrade.

On Mon, Aug 7, 2017 at 9:08 AM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

I will certainly take a look at the exterior lights and review the prior claim before I go out there today to see if they were paid on a prior claim as well. If there is anything beyond the window on the left side of the house and the exterior lights you would like me to inspect, please just let me know and I am happy to inspect them as well. I will plan to walk the entire house while I am there so not an issue at all to inspect anything addition you do not believe is in our scope of repairs currently.

Thanks,

Brandin

From: Alan Podvin [mailto:alan@acpstormrepair.com]
Sent: Sunday, August 06, 2017 12:36 PM
To: Heidbreder, Brandin
Subject: Re: COUNTRY Financial Claim 164-0057874 Monday afternoon meeting

Please also check the front exterior lantern lights, 3 or 4 may be damaged by hail we need your opinion and to know if they were paid previous claims

On Sat, Aug 5, 2017 at 10:58 AM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

Per your original request the only item that differs in scope on our estimates is the one window that was brought to our attention for the first time with your most recent estimate provided to Shusten Johnson. We are working to inspect that window and would have had it done last week but were told the inspection had to be set with the contractor. In an effort to meet that request I am personally inspecting it Monday. Shusten and I will be working on reviewing all the documents you provided and photos I provide during my inspection to work an necessary revisions to our estimate. Once that is done, you and will he homeowner will be provided with our response to you demands.

Our regional manager and legal department have been notified of this claim and understand the steps we are taking to attempt to conclude things. They will be advised of our response to your demands as well.

There has been no attempt on our pet to avoid anything on this claim and have been responsive to all requests we have received from the homeowner and ACP. We continue to do so and hope that after our response to your demands are provided that we be able to conclude this situation.

Thanks,

Brandin

Sent from my iPhone

On Aug 5, 2017, at 9:51 AM, Alan Podvin <alan@acpstormrepair.com> wrote:

Glad to have you view the window and any other activity you like to rectify items missed on your 2 inspections, Thank you

However ACP needs a point of contact to resolve the billing issues, a discussion of the estimate, as the work is underway and having done this for 22 years with license, in ACP's experience, it would helpful to walk someone at Country through the estimate. Is that you or?? ACP has no idea why things would escalate. ACP perform this with many insurance adjusters. Adjusters who intend to pay and act appropriately are obvious in that manner and claims are resolved.

ACP again request contact info for a manager or a national claims supervisor or your in house legal to resolve the bill.

Another option ACP offers would be via phone or via email line by line, both also performed routinely. Reviewing or considering the estimate and having it explained, going line by line to gain a full understanding seems in the best interest of the mutual client. A duty put upon Country by the state, your avoidance once again seems like unreasonable delay and avoidance of payment of benefits due under the terms of the policy..

Please put upon yourself and Country to make a timely resolution, construction is underway and we are in need of timely assistance.

Please forward to ACP a appropriate point of contact to explain our billing.

On Fri, Aug 4, 2017 at 3:57 PM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

Alan,

As I mentioned in a prior email, I will meet you at the house and check out the window in question. I will walk around the house to document any additional damages and work that has been completed so that we can pay any recoverable depreciation that is owed to the insured. I do not plan to discuss the estimate you have provided while I am there. Again, I will walk the house and you can point things out but the point of this meeting is not to get in detail discussing your estimate. I am not trying to be rude by any means, but that is not the time or the place to discuss as I do not want anything to escalate.

Thanks,

Brandin

From: Alan Podvin [mailto:alan@acpstormrepair.com]
Sent: Friday, August 04, 2017 1:03 PM
To: Heidbreder, Brandin; Thom Beitz
Subject: RE: COUNTRY Financial Claim 164-0057874 Monday afternoon meeting

We have set up our Monday to meet you in afternoon.

We will have a corrected estimate for you on arrival that we can walk you around the home.

We often do these via phone but we are going out of our way to to help you understand in hopes of having proper payment to our mutual client please let us know a time to meet and we will be there

On Aug 3, 2017 3:30 PM, "Heidbreder, Brandin" <brandin.heidbreder@countryfinancial.com> wrote:

Alan,

I am the supervisor of the CO and OK claims office. I am going out of my way to respond to all the requests you have sent to us and inspect this property again. I will plan on walking the entire property while I am there to document anything you have pointed out in your most recent supplement.

Thanks,

Brandin Heidbreder MBA, CPCU, SCLA, AIC

Property Claims Supervisor – Great Plains Office

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From: Alan Podvin [mailto:alan@acpstormrepair.com]
Sent: Thursday, August 03, 2017 2:25 PM
To: Heidbreder, Brandin
Cc: thom@sagecare.com
Subject: Re: COUNTRY Financial Claim 164-0057874

Go ahead and resolve this as you set fit per country company operating methods. Please have your supervisor send us a email authorizing you to act in this manner and that you are not a rogue adjuster.

You are inspecting that there are 2 windows damaged on the lower left elevation, 1 paid prior.

Please also examine that there is no Tyvek and that there is a window fin and trim needs to be removed on the lower front right bay window ACP has opened up. This should help you understand the contractors estimate ACP provided.

We await your check for our contract price in full, or explanation citing exact policy excerpts why a item is not covered.

Your opinion of what is included in what may be valid if you give a credible source such as xactimate click for detail to show one item is included with another.

This will not be a claim like any other. ACP Storm is educated on what the powers of a contractor are in Colorado and how to collect.

We appreciate you attaining extra authority to properly pay us now and save our mutual client the hassles and ultimately save your company money and time in the long run.

Thank You

ACP Storm Staff

On Thu, Aug 3, 2017 at 1:00 PM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

Alan and Thom,

I am going to attempt to inspect the window myself since I drive through Parker on my way to and from the office. I will be heading through Parker around 7 am and back through around 5 pm. Would you be able to meet at either of those times on Monday? If not, I will plan to inspect the window at one of those times in an effort to resolve the scope question as soon as possible. I had an adjuster drive by the house yesterday to determine if there is an active job site on location and it does not appear any work is actively taking place at this location so your liability concern should not be an issue.

If you could address the question below on when the first time this window was brought into question it would be appreciated as well.

Thanks,

Brandin

From: Heidbreder, Brandin
Sent: Tuesday, August 01, 2017 8:43 PM
To: 'Alan Podvin'; 'thom@sagecare.com'
Subject: RE: COUNTRY Financial Claim 164-0057874

Is this the first time damage to the window on the left elevation has been brought to our attention? I have been reviewing the file this evening and in the estimate and photos you provided back in March 2017 I do not see any mention of the window. I was under the impression based on a the prior comment "For instance if Country coordinated the previous inspection with ACP you would know about the lower left window." that this damage was previously presented and we missed it. This does not change the fact that we will work to set an inspection to look at the window, but I just wanted to confirm this was the first time replacement of the window has been brought to our attention.

Thanks,

Brandin

From: Alan Podvin [<mailto:alan@acpstormrepair.com>]
Sent: Tuesday, August 01, 2017 7:24 PM
To: Heidbreder, Brandin
Subject: Re: COUNTRY Financial Claim 164-0057874

As previously stated only the left window is in dispute, scope is agreed otherwise. The proper code approved repair methods are not accounted for in your estimate. Please revise your estimate based on building code and policy excerpts to properly repair this home. Opinions about proper or accepted building methods are not applicable.

On Tue, Aug 1, 2017 at 7:16 PM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

Please confirm if the one window on the left elevation is the only item in dispute with our scope of repairs. We need to know what is in question to set up the inspection. Once confirmed we will work to set a time to inspect as previously stated.

Thanks

Sent from my iPhone

On Aug 1, 2017, at 8:09 PM, Alan Podvin <alan@acpstormrepair.com> wrote:

The insured has no knowledge of the acp estimate or the proper construction methods to repair his home that is why you are meeting with the contractor and not the homeowner plus people are busy have things to do and you have been given and writing multiple times and been told by the mutual client

meet with ACP coordinate with ACP contact ACP direct all questions to ACP . This is not Texas it is Colorado at this point your company owes my company the money not the mutual client. You have more than demonstrated your unwillingness to meet with me and coordinate with ACP and follow my procedures.

Additionally at the last visit some comments from your adjuster were inappropriate so we no longer wish to have your company's Representatives with our mutual client

ACP has our job to and you are making that impossible schedule the appointment with me or we will proceed with legal action against you.

On Aug 1, 2017 5:41 PM, "Heidbreder, Brandin" <brandin.heidbreder@countryfinancial.com> wrote:

I would request to have the insured present at any inspection completed on the property moving forward. This is his house in question and want to be sure he is well aware of the conversations had on site. Especially give the nature of some conversations between ACP and COUNTRY Financial to this point.

Please be advised that the inspection will be used to determine if there is any damage to the window in question. Is there any additional damage you are requesting be inspected besides the window? During the inspection we will not discuss any other questions surrounding the estimate but rather tie down any additional damages claimed beyond our scope of repairs.

Thanks,

Brandin

Sent from my iPhone

On Aug 1, 2017, at 6:19 PM, Alan Podvin <alan@acpstormrepair.com> wrote:

It depends on what day you arrive whether there will be dangerous work going on. ACP is asking Country to comply with what we consider normal practices on our our experience as a site manager to keep the client happy, not lose dogs and for the mutual client to not have to met you. That is ACP's job. THe mutual client is busy and has a life to live and enjoy, not wait around. Plus you have a fence and dog issue here. All ACP procedures are helpful to all parties. For instance if Country coordinated the previous inspection with ACP you would know about the lower left window.

With this obvious example lets move forward and coordinate with each other and get this off both our desks.

Appointments can be made via email....same email after 11 any day next week

On Tue, Aug 1, 2017 at 5:08 PM, Heidbreder, Brandin <brandin.heidbreder@countryfinancial.com> wrote:

If there is an additional window on the left elevation, we would need to look at it since it is not in any of the pictures I have in the claim file. As for the inspection, we would try to work with you to be there if possible. However, the policy gives COUNTRY Financial the right to inspect the property, especially if additional damages are being claimed. We will make an attempt to meet you at the inspection. What work is currently in process that there is an active jobsite at this residence?

Once the window situation is resolved, we will review all the of documents you have provided and respond with any necessary revision to our estimate.

Thanks,

Brandin

From: Alan Podvin [mailto:alan@acpstormrepair.com]
Sent: Tuesday, August 01, 2017 4:52 PM
To: Heidbreder, Brandin; Thom Beitz
Subject: Re: COUNTRY Financial Claim 164-0057874

Thank you for supplying the copy of the policy.

On the left elevation you are correct one upper window not damaged, one lower window previous paid, there is one additional lower window also damaged. We can supply you pictures or you can reinspect.

If you will reinspect you will need to have an appointment to be on my jobsite and my insurance.

Please also address the underpayment in the estimate by telling ACP line by line anything you believe would not be necessary on this job, not your opinion of what you should pay for but please alert us to any quantity error or items not covered by the policy.

We hope you will find ACP repair methods code appropriate and high quality as we are sure our mutual client would expect.

Thank you again

Alan Podvin

On Tue, Aug 1, 2017 at 4:40 PM, Heidbreder, Brandin
<brandin.heidbreder@countryfinancial.com> wrote:

Alan and Thom,

I am attempting to address the demands and concerns provided in your letter to COUNTRY along my conversation with Alan yesterday evening.

- Attached is a copy of the Home Policy and CO Amendatory Endorsement which would make up the applicable policy at the time of loss on 7/6/2016.
- Based on the notes in the claim file, it appears you have already received a copy of the prior claim estimate. If you need additional information on this, please let me know.
- With regard to the request for an addition inspection of a window on the left side of the house, is this the same window that was damaged in the prior claim or is there another window in question? Based on photos I see only 2 windows on the left side of the house. One a lower window paid on the prior claim and an upper window that showed no damage.

As I stated on the phone yesterday, Shusten is working in the state of Washington this week but will be back next week. This file has also been sent to the attention of our Legal Department, which Alan mentioned yesterday that he would like them to review. Once we determine if a reinspection is necessary on the one window in question, we will either conduct the inspection or review all the documents we have received up to this point to move forward with the next steps.

Thanks,

Brandin Heidbreder MBA, CPCU, SCLA, AIC

Property Claims Supervisor – Great Plains Office
309-361-2047 (P)

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PO Box 2020, Bloomington, IL 61702

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Thank You Very Much,

Alan C Podvin Jr

ACP Storm Repair LLC

303-351-2022 Direct to Alan

800-648-1509 Office and Fax

[ACP Storm Repair.com](http://ACPStormRepair.com)

"The StormEraser" .com

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Note to Clients, ACP Storm repair is a contractor completing repairs only. ACP Storm Repair representatives are not Public adjusters. ACP Storm Repair representatives are not legal advisers. Any legal advice given, quoted, spoken of or referenced to is as advisement of future possible actions ACP Storm will be taking in team with our clients against insurance companies and their representatives in the event a claim is not paid properly. Therefore legalese is used is not advice but preparation for possible events against insurance companies. Please consult with an attorney on applicability of any quoted laws, bills, acts or policy terms. Regardless ACP Storm always acts in unison and in the best interests of our clients to complete the repairs the best possible way.

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Thank You Very Much,

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Thank You Very Much,

Alan C Podvin Jr

ACP Storm Repair LLC

303-351-2022 Direct to Alan

800-648-1509 Office and Fax

ACP Storm Repair.com

"The StormEraser" .com

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3 attachments



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181K



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THOMAS BEITZ FINAL ESTIMATE.pdf

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