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Robert Fenton

1420 Shady Oaks Lane, Fort Worth, Texas 76107

August 26, 2009

USAA Claims Department
PO Box 33490
San Antonio, Texas 78265

Roof Technical Services, Inc.
Attn: Stephen L. Patterson, P.E., R.R.C.
1944 Handley Drive
Fort Worth, Texas 78112

**RE: USAA Policy#: 000829414-95A
USAA Member#: 000829414
RTSI Project # 09-623
Insured: Robert Fenton
Address: 1420 Shady Oaks Lane, Fort Worth, Texas 76107**

My residence was damaged by a hail storm on April 17, 2008. I have made several attempts to understand USAA's process in making the decisions regarding this claim. In addition, there have been several adjusters out to attempt to settle this loss. To date we have not had an adequate settlement or a reasonable offer to settle this claim, therefore I am requesting that USAA appoint a qualified insurance adjuster who can properly adjust this loss.

USAA hired a professional engineer, Stephen L. Patterson, of Roof Technical Services, Inc. to assist USAA in determining the repair procedures for my home.

I have spent much time reading and discussing with certain contractors and experts regarding Mr. Patterson's report. The result is that I am finding conflicting in the overall assessment as it relates to the damage on my roofs. His report included a hail trax 'supplement' that mapped the path of the April 17th storm as well as the size range of the hail in that storm. The hail trax report shows that the size of hail was from .75 inches to greater than 2.0 inches in diameter. You can clearly see in the report that my home is in the middle or geographic center of the hail storms path of destruction. That fact would seem to indicate that my home was not only hit by the center of the storm but was also hit by both the leading and trailing edges of the storm cell as it passed through my neighborhood.

Mr. Patterson's report also states that hail ranging in size from 1 inch in diameter can damage built-up roofing systems. There is absolutely no question that the report states there was hail of up to GREATER than 2 inches in diameter.

Given those conflicts and others, it may become necessary for me to obtain my own expert to give me a definitive answer as to the advisability of either repairing or replacing my roof. Additionally, I may exercise my right under the terms of the policy to engage in the appraisal process.

My understanding of the policy is that if the roof is damaged from a covered peril then USAA is to pay me to cover my loss from the storm. Mr. Patterson's report indicates he took a core sample from a section of the modified built-up roof section of my home and that he found moisture had entered the roof system through a fracture in the top layer of that system.

one follows all of the necessary procedures to install a roof coating properly, then patch fractures and finally extracts water from within the inter-ply moppings, it will cause even more damage and trauma to the existing roofing system at my residence.

Specific instructions by reputable coating manufacturers also advise installing a base coat or a primer, after repairs to the plies and water extraction but before the top coat is installed. In addition, areas with ponded water must be hand scrubbed or scrubbed with a machine to rid those areas of contaminants that would interfere with coating adhesion and durability. In many cases, special chemicals are needed to pre-treat the affected areas. None of these procedures were even mentioned in the estimate covering the scope of work included in USAA's previous settlement offer or in the subsequent specification obtained from your approved contractor.

I object to the fact that these procedures were ignored and that USAA and the approved contractor were apparently willing to authorize repairs to be done that ignored important details in procedures and scope.

The way I read the policy, I am entitled to "like, kind, and quality" of materials to be used for repair or replacement. The policy further explains that my loss is covered peril, which in this case is hail.

The roofing system on my house is a substantial flat roof system, installed after the May 1995 hail storm. It has been "roofed over" as implied by one adjuster but instead represents a very high quality system that consists of a layer of resin paper to protect the plywood joints from allowing hot asphalt to enter during the inter-ply moppings, a base sheet, three inter-ply and a modified bitumen cap sheet coated with granules.

I have conflicting information in the estimates that USAA provided to me in an attempt to settle this claim. One set of estimates includes full replacement of the modified bitumen cap sheet, however I have been advised that with solidified inter-ply moppings, it would be extremely difficult and far costlier to try to separate and replace the cap sheet without removing all the layers attached to the cap sheet. Since this roof system is hot-mopped, the cured inter-ply asphalt moppings are impossible to separate without severely damaging the entire system.

After Roof Technical Services made their inspection, USAA added the inclusion of a sum of money to install a roof coating, so my interpretation for the repair procedure is as follows:

Remove and replace the modified bitumen cap sheet and install a new coating over it, and remove/replace the wood shakes. I am including a new estimate from Terry Lee Roofing & Construction.

I have been a valued customer of USAA for 41 years, and I have promptly paid all of my premiums on time. I do not understand the apparent lack of expertise and general confusion concerning USAA's ever-changing attempts to settle my claim based on unfounded scopes of repair.

I would like to have this resolved as quickly as possible.

Thank you


Robert Fenton