

Re: EXTERNAL: Images for claim 017657635–806

From: USAA USAA.customer.service@protect.usaa.com

To: Insurance Services joseph@helpwithmypolicy.com

Date: Thu, Aug 7, 2025, 3:39 PM

To ensure delivery to your inbox, please add 3j7bm4jg9vkbh@claims.usaa.com to your address book.



USAA SECURITY ZONE

USAA # ending in:

Claim Message

To Whom it May Concern

This correspondence is regarding the following USAA Claim:

USAA	Paul Willems
policyholder:	
Claim number:	017657635–806

I will reach out to you when I have a free moment in my day, but at this point in the process all we are waiting for is the invoice of what the work is going to cost, and if you are wanting to forward the estimate with W-9 would be outstanding and a great sign of good faith. Please be on the look out for my phone call tomorrow to discuss the matters. Great day.

You may reply to this message. If you need to provide documentation, you can attach documents to your email. We can't guarantee the security of any medical, financial or other personally identifiable information sent by email.

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- Individual attachments must not exceed 7 MB.
- Include no more than 10 attachments.

- Attachments can't be password-protected.

Sincerely,

Mario Carter

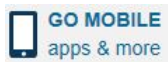
Carter, Mario
Claims Service
USAA General Indemnity Company

[COMUID:bd4e5b1b-cf92-4a97-87d8-eac0bb21f89a]



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From: Insurance Services joseph@helpwithmypolicy.com

To: USAA Claims 3j7bm4jg9vkbh@claims.usaa.com

Date: Thu, Aug 7, 2025, 4:26 PM

Subject: Final Demand for Scheduled Coverage Review – USAA Claim 017657635–806

Dear Mr. Carter,

This correspondence serves as a formal directive—not a request—for a scheduled

phone meeting of no less than 30 minutes to review coverages under Claim No. 017657635–806 for your insured, Mr. Paul Willems. The insured has submitted a signed and sworn Proof of Loss, thereby initiating a valid claim under the terms of their policy. As the assigned adjuster, you are legally and contractually obligated to respond, investigate, and provide guidance in a timely and professional manner.

This directive is legitimate and binding for the following reasons:

- **Policyholder Rights:** Mr. Willems, as the insured, has the right to a full and fair investigation of his claim. Your role is to facilitate that process—not obstruct it.
- **Contractual Obligation:** USAA's insurance contract requires prompt and reasonable handling of claims. Failure to engage in coverage review constitutes breach of that contract.
- **Statutory Mandate:** Under New Mexico law, you are required to act in good faith and with ethical conduct. Specifically:
 - NMSA 1978, § 59A-16-20 mandates prompt communication and investigation.
 - NMAC 13.4.2.8 requires adjusters to act with honesty, integrity, and competence.
 - NMSA 1978, § 59A-16-4 prohibits misrepresentation and failure to disclose pertinent policy information.

There is no valid reason for you to refuse this meeting. The insured is not asking for a favor—they are demanding the service they are contractually and legally entitled to. Your continued avoidance, refusal to confirm documentation, and prior abrupt termination of communication are unacceptable and constitute bad faith.

If you are unwilling or unable to fulfill your duties, you must immediately reassign this claim to a qualified adjuster who will. Otherwise, we will proceed with:

- Filing a formal complaint with the New Mexico Office of Superintendent of Insurance (OSI) for violations of claims handling statutes.
- Preparing for litigation against USAA for breach of contract and bad faith, with your conduct as a central component of the case.

You are hereby instructed to provide three available time slots within the next 48 hours for a scheduled coverage review. Failure to comply will result in immediate escalation through regulatory and legal channels.

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From: Insurance Services joseph@helpwithmypolicy.com

To: USAA Claims 3j7bm4jg9vkbh@claims.usaa.com

Date: Thu, Aug 7, 2025, 5:10 PM

Subject: Confirmation Request – Scheduled Coverage Review & Proof of Loss Receipt for USAA Claim

Mr. Carter,

This message is submitted on behalf of your insureds, Mr. and Mrs. Paul and Patricia Willems, regarding the following claim:

- Claim Number: 059498664
- Policy Number: GIC-017657635-90A
- Loss Type: Windstorm and Hail
- Property Address: 4709 Brenda St. NE, Albuquerque, NM 87109

I am Joseph Xavier Valverde, Licensed Public Adjuster (License No. 19552406), Resident of New Mexico, registered with NIPR, representing the insureds in this matter.

We are requesting three direct responses:

1. Please confirm receipt of this email.
2. Please confirm receipt of the insureds' executed Proof of Loss form.
3. Will you be placing a good faith call to me tomorrow at 3:30 PM MST (505-301-1311) for a scheduled 30-minute coverage review before close of business at 4:00 PM?

No further commentary is necessary. A simple "Yes" or "No" to each item will suffice.

Respectfully,
Joseph Xavier Valverde
Licensed Public Adjuster
License No. 19552406
505-301-1311

From: Insurance Services joseph@helpwithmypolicy.com

To: USAA Claims 3j7bm4jg9vkbh@claims.usaa.com

Date: Sat, Aug 9, 2025, 5:03 PM

 IMG_4011.jpeg 605 KB

To: Claims Department

Attn: Mario Carter

Re: Claim No. 017657635-806 (Including 017657635–028 / 017657635–018 and Additional Referenced Claims)

Insureds: Paul and Patricia Willems

Property: 4709 Brenda St., Albuquerque, NM

Date: August 9, 2025

Dear Mr. Carter,

I represent Paul and Patricia Willems as their licensed public adjuster in the state of New Mexico. I am writing to formally address the persistent mishandling, procedural failures, and statutory violations associated with the above-referenced claim(s), which have resulted in material harm to your insureds and a breach of both policy and regulatory obligations.

Despite repeated requests, your office has failed to provide written confirmation of the reassignment of the claim from yourself to another adjuster. Your insureds were not notified in writing of your withdrawal from the file, nor have we received any valid contact information for a new assigned adjuster. A recent call from Trisha Romero on August 8, 2025, at 12:09 PM MDT, provided only indirect and non-functional contact numbers. The generic number offered does not connect to any specific adjuster or department and fails to meet the standard of direct, documented communication required under New Mexico Administrative Code (NMAC) §13.10.17.9(B)(1).

Ms. Romero stated she is a desk adjuster based in Arizona and referenced a change made on August 7, 2025, yet no written confirmation has followed. She referenced multiple claim numbers, including 017657635–028 and 017657635–018, and vaguely mentioned “water” (damage possibly?) from August 15, 2023, without any supporting

documentation, scope of loss, or operative peril classification. No roof replacement or repair was performed, and no operative peril has been properly classified in writing, as required under the policy and NMAC §13.10.17.9(B)(2).

Additionally, Ms. Romero referenced other claims—including one allegedly related to theft and another dated September 16, 2025—that were not formally disclosed or documented. These claims were mentioned verbally without any supporting notes, summaries, or written acknowledgment. We are formally requesting the complete claim file, claim notes, and all documentation associated with:

- Claim No. 017657635–806
- Claim No. 017657635–028
- Claim No. 017657635–018
- Any additional claims referenced by Ms. Romero, including the alleged theft-related claim and the claim dated September 16, 2025

All documentation must include the operative peril classification, scope of loss, payment history, correspondence, and internal adjuster notes. These claims appear to have been opened and discussed without proper disclosure to the insured or their representative, which is a violation of fair claims handling standards under NMSA §59A-16-20 and NMAC §13.10.17.9(C).

Furthermore, Ms. Romero indicated that a third-party vendor, Seek Now, would be conducting the inspection. Upon direct inquiry, Seek Now confirmed they are not a licensed adjusting firm and do not employ any licensed adjusters in New Mexico. Their representatives explicitly stated they are an inspection-only firm and cannot provide policy interpretation or claims handling. They also confirmed they do not carry the policy on-site, which is a critical failure in ensuring the insured understands their coverage and rights. This directly violates the insured's right to policy explanation under NMAC §13.10.17.9(B)(3) and constitutes misrepresentation under NMSA §59A-16-4.

This contradicts Ms. Romero's prior assurance that USAA employed Seek Now, and they would be having a licensed adjuster call and set up a claim investigation. The misrepresentation of vendor capabilities, failure to provide written reassignment of adjusters, and refusal to engage in direct, documented communication constitute a breach of fair claims handling under New Mexico law and a violation of the insurer's duty to cooperate under the policy.

Policy Language – Duty to Cooperate and Disclosure Obligations

Per Section I – Conditions, item 2.e. of the certified USAA policy, the insured is required to “cooperate with us in the investigation of a claim.” This duty is reciprocal. The carrier must also cooperate with the insured and their authorized representative, including providing access to the policy, claim file, and assigned personnel. The failure to do so constitutes breach of contract and bad faith.

Additionally, Section I – Conditions, item 2.h. requires the insured to submit a signed proof of loss “within 60 days after our request.” The carrier’s failure to acknowledge or respond to the submitted sworn proof of loss violates this provision and impedes the insured’s ability to comply.

New Mexico Claims Handling Standards

Under NMAC §13.10.17.9(A), insurers must “acknowledge and act promptly upon communications with respect to claims.” The failure to provide written reassignment, operative peril classification, or inspection methodology violates this mandate. Further, NMAC §13.10.17.9(C) requires that “every insurer shall provide claimants with reasonable explanations of the basis in the insurance policy... for denial of a claim or for the offer of a compromise settlement.” No such explanation has been provided.

Consumer Protection and Vulnerable Insureds

Your insureds are over the age of 55 and are entitled to heightened protections under New Mexico’s consumer protection statutes. The Office of Superintendent of Insurance recognizes their vulnerability and expects carriers to act with heightened diligence and fairness. The failure to provide written documentation, direct contact, and policy explanation constitutes discriminatory and negligent handling.

We are formally requesting the following:

1. Written confirmation of the current assigned adjuster, including direct contact information.
2. Written acknowledgment that Seek Now is not a licensed adjusting firm and cannot fulfill statutory duties under New Mexico law.
3. Reopening of the claim with proper classification of the operative peril, as submitted in the signed and sworn Proof of Loss.
4. A licensed New Mexico adjuster to be present at the property on Monday, August 11, 2025, with a copy of the policy to review coverage with the insured and their representative.
5. A complete list of all documents submitted by the insured, provided in writing.
6. Full claim files, notes, and documentation for all referenced claims, including

017657635–028, 017657635–018, and any additional claims mentioned by Ms. Romero.

The continued delay and mismanagement of this claim are unacceptable and constitute bad faith, breach of contract, and violation of statutory duties. If these issues are not resolved immediately, we will proceed with filing formal complaints with the Office of Superintendent of Insurance and pursue all remedies available under law, including civil litigation and regulatory escalation.


Sincerely,
Joseph Xavier Valverde
Licensed Public Adjuster
(505) 301-1311

From: Pat Willems ptwillems@yahoo.com
To: Insurance Services joseph@helpwithmypolicy.com
Date: Sat, Aug 9, 2025, 7:02 PM

Joe,
In your paragraph. 'additionally Ms Romero' you gave a date of September 16, 2025. Did you mean September 16, 2024?
Thanks,
Patricia Willems

[Sent from Yahoo Mail for iPhone](#)

From: Insurance Services joseph@helpwithmypolicy.com
To: USAA Claims 3j7bm4jg9vkbh@claims.usaa.com
Date: Sun, Aug 10, 2025, 5:47 PM

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[f9818dba-f532-4188-ac74-304aff3d7eeb.jpg](#) 3.2 MB
[fd7e3a84-1a50-40d7-b4f7-354c0b9ba9c4.jpg](#) 2.7 MB
[c7b2315e-689d-4676-8eb6-dcc6bb3c5a91.jpg](#) 4.4 MB
[94485735-059d-4cf4-a3ec-1a6f51b63085.jpg](#) 8.7 MB
[68cd01d3-f78b-4173-9410-b43ca52c5614.jpg](#) 8.3 MB

Final Coverage Demand and Coordination Notice – Claim No. 017657635-806
Date: August 10, 2025 **To:** Claims Department **Attn:** Mario Carter **Insureds:** Paul

Dear Mr. Carter,

Uploaded Images

Please confirm the carrier has received these six detailed images uploaded to the claim file. These were taken during a coordinated inspection on **Wednesday, August 6, 2025**, following **three days' advance notice** to the carrier. The insured left the roof open and fully accessible for carrier investigation, in good faith and in full compliance with policyholder duties.

The images document the following:

1. **Roof condition prior to opening** – showing visible storm damage and slope integrity
2. **Active roof opening** – confirming safe removal of one panel for inspection
3. **Interior slope exposure** – revealing saturated insulation and water-stained decking
4. **Compromised insulation** – visibly affected by storm intrusion, no remediation performed
5. **Temporary repair using compliant OSB** – one 4x8 panel replaced to preserve structural integrity
6. **Tarped and staged for carrier inspection** – area remains ready to be reopened upon request

The exposed decking confirms use of **3/8" panels**, which are undersized, moisture-compromised, and structurally inadequate. No remediation has been performed; the images serve solely to document the condition and support the findings submitted by the public adjuster. The insured has made a temporary repair to protect the property and preserve the inspection zone. The area remains **ready for re-opening** whenever the carrier dispatches a **licensed adjuster**.

All documented damages—including storm-created openings, saturated insulation, compromised decking, and structural failure—are the direct result of the operative peril: **windstorm or hail**. The carrier's initial scope, which classified the loss as "**wind only**," is incomplete and unsupported by the evidence. The correct peril classification must

include both wind and hail, as named in the certified policy.

The insured has not yet authorized permanent repairs. A final decision will be made on **Tuesday, August 12, 2025**, based on the carrier's response. If no licensed adjuster is dispatched or no coverage is activated by that date, the insured will proceed as a homeowner to protect the property from further loss. The carrier will be held responsible for any delay-related costs or missed inspection opportunities.

This documentation supports activation of:

- **Collapse coverage**, due to structural failure under weight of rain and defective materials
- **Ordinance and law coverage**, due to required upgrade from 3/8" decking to code-compliant OSB
- **Dwelling protection**, due to visible storm-created openings and interior exposure
- **Loss of use**, due to the home being left open and uninhabitable during coordinated inspection

The insured has fulfilled all duties under the policy, preserved the loss site, and provided the carrier with a clear opportunity to inspect. No further investigation is required to validate the loss if the carrier will be accepting the public adjuster's claim file as the operative file.

This letter also supplements our prior correspondence and constitutes a formal demand for coverage activation, inspection coordination, and same-day resolution. The insureds have complied with all policy obligations. The carrier must now do the same.

Operative Peril – Windstorm and Hail

The certified policy names “windstorm and hail” as covered perils under Section I – LOSSES WE COVER. The damage to the roofing system includes both hail impact and wind-driven openings, followed by rain intrusion. These conditions meet the policy's definition of a covered loss:

“Windstorm or hail... includes loss to the property contained in a building caused by rain... if the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain... enters through this

opening.”

The operative peril must be correctly classified as Windstorm and Hail to reflect the full scope of damage.

Consequential Rain Damage – Covered

Rain entered through storm-created openings and caused saturation of roof decking, water staining, and degradation of interior materials. These damages are a direct consequence of the named peril and are covered under dwelling protection. The policy does not exclude water intrusion when preceded by wind or hail damage. Any attempt to deny this portion of the claim would violate **NMAC §13.10.17.9(C), which requires carriers to explain the basis for denial or compromise.**

Collapse Coverage – Decking Failure

The roof decking is structurally compromised, saturated, and undersized. It cannot be built over and must be fully removed. This qualifies under **Section I – ADDITIONAL COVERAGES, item 8 – Collapse:**

“We insure for direct physical loss... involving collapse... caused by: (e) Weight of rain which collects on a roof; (f) Use of defective materials or methods in construction...”

The failure is both structural and functional. Collapse coverage applies and must be activated.

Fungi Remediation – Coverage Activation

Saturated insulation and interior exposure require fungi testing and remediation. **Section I – ADDITIONAL COVERAGES, item 16 provides up to \$2,500 for removal and testing, and \$2,000 for increased living costs if the home is uninhabitable due to fungi.** These conditions are present and documented. Coverage must be activated without delay.

Ordinance and Law Compliance – Covered

The replacement of non-compliant decking and integration of code-required underlayment, drip edge, and ventilation fall under **Section I – ADDITIONAL COVERAGES, item 14:**

“We will pay the increased costs... required to comply with any ordinance or law governing the rebuilding, repair or demolition of the damaged property.”

The roofer has confirmed that code upgrades are required. These costs are covered and must be reimbursed.

HVAC Handling – Permitted and Reconnected (Rooftop Condenser)

To access the damaged roof zone and perform necessary structural repairs, the rooftop-mounted air conditioning condenser must be **disconnected, removed, and later reinstalled**. This process includes:

- **Evacuation and containment of refrigerant** in accordance with EPA and mechanical code requirements
- **Disconnection of refrigerant lines and electrical feeds**
- **Temporary removal of the condenser unit** to allow safe roof tear-off and replacement
- **Reinstallation and reconnection** of all mechanical components post-repair
- **Mechanical permitting and inspection** as required by local building authority

During this phase, the home will be **without functional HVAC**, and indoor temperatures may exceed safe thresholds. Due to elevated heat exposure, active construction, and rooftop equipment mobilization, the insured must **temporarily vacate** the premises for health and safety. These actions are not elective—they are **mechanically and structurally necessary** to restore the dwelling to pre-loss condition.

Solar Panel Handling – Permitted and Reconnected

The solar array must be removed and reinstalled, with full electrical disconnection and reconnection per **NEC standards**. A solar permit must be secured, and final inspection coordinated. These steps are required to access the damaged decking beneath the mounts. All solar-related labor, permitting, and inspection costs are covered.

Insulation Mitigation and Replacement

Although the damaged insulation is confined to the attic, its removal and replacement **directly affect the habitability of the living space below**. The attic functions as a critical thermal and environmental barrier, and its compromise creates unsafe living conditions:

- **Thermal instability:** Without attic insulation, indoor temperatures rise sharply,

especially during summer months. The home becomes **thermally unregulated and unsafe for occupancy**.

- **Airborne exposure:** During microbial remediation and insulation extraction, **particulates and chemical agents** may enter the living space through ceiling penetrations, HVAC returns, and attic access points.
- **Occupancy hazard:** The insured cannot safely remain in the home during active remediation and insulation replacement due to **respiratory risk, elevated heat, and chemical exposure**.
- **Code-driven sequencing:** Blown-in insulation cannot be installed until drying and microbial treatment are complete, extending the **uninhabitable window**.

These conditions meet the threshold under **Coverage D – Loss of Use**, which applies when a covered peril renders the residence **unsafe or uninhabitable**. Temporary relocation is **reasonable and necessary** to maintain the insured's normal standard of living during restoration.

Loss of Use – Safety and Access Limitations

Due to active construction, crane mobilization, and dumpster placement adjacent to the roofline, the home will be uninhabitable for approximately one week. The insured must vacate for safety reasons. **Section I – COVERAGE D – Loss of Use Protection** provides:

“We cover the reasonable and necessary increase in living expenses... so that your household can maintain its normal standard of living.”

Temporary lodging and related costs must be reimbursed.

Coordination and Same-Day Resolution

To satisfy your insured and avoid further delay, we request that Trisha Romero or Mario Carter:

1. Call the public adjuster directly at **(505) 301-1311**
2. Prepare to go over the full scope of loss
3. Apply the scope to the policy and issue payment that same day

There is no further investigation required. All damages have been documented, and the

policyholder has fulfilled their duties under the contract.

Scheduled Call and Reservation of Rights

We are asking the carrier to schedule a 1-hour call on Monday, August 11, 2025, to review:

- **The full scope of loss**
- **Policy language and coverage activation**
- **Carrier's commitment to fair claim resolution**

If the carrier intends to assert a reservation of rights, it must be disclosed before the conclusion of this meeting. Failure to do so will be considered a breach of procedural fairness and will be documented accordingly.

Carrier Confirmation Requested

Please confirm the following in writing:

- Assigned adjuster name and contact information
- Agreement to activate all applicable coverages listed above
- Acceptance of the public adjuster's file as the operative claim record
- Commitment to fair claim resolution and same-day payout
- Disclosure of any reservation of rights prior to the scheduled meeting

Regulatory and Legal Remedies

Non-compliance will result in immediate escalation to the Office of Superintendent of Insurance, formal complaint filings, and pursuit of all remedies available under law, including civil litigation for breach of contract and bad faith.

Sincerely, Joseph Xavier Valverde Licensed Public Adjuster – NM License #1955-2406
(505) 301-1311 Principal – [HELPWITHMYPOLICY.com](https://www.helpwithmypolicy.com)

From: Insurance Services joseph@helpwithmypolicy.com

To: USAA Claims 3j7bm4jg9vkbh@claims.usaa.com

Date: Sun, Aug 10, 2025, 7:44 PM



PA Paul Willems Report-Wind.pdf 457 KB

PA Photo Exhibit-Windstorm damages.pdf 6.2 MB

Subject: Windstorm and Hail – Wind-Related Damages Documentation for 4709 Brenda St NE, Albuquerque, NM

To: Claims Department

Attn: Mario Carter / Trisha Romero

From: Insurance Services joseph@helpwithmypolicy.com

To: USAA Claims 3j7bm4jg9vkbh@claims.usaa.com

Date: Sun, Aug 10, 2025, 7:51 PM



PA Paul Willems Report-Hail.pdf 2.6 MB

Subject: Windstorm and Hail – Hail-Related Damages Documentation for 4709 Brenda St NE, Albuquerque, NM

To: Claims Department

Attn: Mario Carter / Trisha Romero

From: Insurance Services joseph@helpwithmypolicy.com

To: USAA Claims 3j7bm4jg9vkbh@claims.usaa.com

Date: Sun, Aug 10, 2025, 7:56 PM



PA Photo Exhibit-Collapse.pdf 6.6 MB

PA Paul Willems Report-Collapse.pdf 773 KB

Subject: Windstorm and Hail – Collapse Damages Documentation for 4709 Brenda St NE, Albuquerque, NM

To: Claims Department

Attn: Mario Carter / Trisha Romero

From: Insurance Services joseph@helpwithmypolicy.com

To: Pat Willems ptwillems@yahoo.com

Yes ma'am. I stand corrected. 2024!

10 Emails