

Texas policyholder wins big after jury finds State Farm's policy compliance and bad faith practices at fault

IRVING, TEXAS, USA, September 20, 2021 /EINPresswire.com/ -- By Chad T. Wilson and Robert A. House

Linda Veach first called her insurance company, State Farm, the day after a big and loud storm passed through Irving, Texas on June 6 of 2018. When she called to report her concerns, she was told that nobody from State Farm was going to come out and look at her house and that they did not think any damage was done. Trusting her



insurance company, she accepted what she was told. When the damage to her seven-year-old roof was later pointed out to her by a neighbor, she looked for herself. She found the “dents” that were caused by hail. Linda called State Farm again, explained what she saw, and let them know that she really wanted them to look at her hail-damaged roof.

State Farm sent their adjuster. He spent about an hour going over the roof and inside of the home only to tell Linda that there was some damage to a flat part of the roof and a few other parts of the home. He left a few handwritten notices and a check for \$549.95. Days later his actual estimate and partial denial letter came in the mail. The estimate did not match what was told by the adjuster. It included coverage for some hail-damaged items on the outside of the house and a few interior repairs. Not included in the estimate was any of the hail-damaged roof, not even the flat roof that Linda was told had [hail damage](#).

Linda tried to handle things on her own, asking State Farm to take a better look, and even unsuccessfully trying to invoke the appraisal clause in her State Farm policy. Throughout the process, State Farm and its representatives played “gotcha” with her claim, raised technicalities against her, and refused to do the right thing. So, Linda hired the [Chad T. Wilson Law Firm](#), and a suit was filed against State Farm.

Chad Wilson and Robert House of the Chad T. Wilson Law Firm fought to get answers and to

protect Linda from these games. Along the way, they tried to get State Farm to resolve the case through negotiations and mediation. State Farm actively failed to do right by its policyholder at every step along the way. State Farm hired biased experts who said that there was no hail damage done to Linda's roof, but instead what looked like hail damage was a product defect on the shingles. State Farm even tried to keep their full expert reports and other materials from their policyholder.

Through the four-day trial in United States District Court, it became clear that State Farm had all the information they needed to take the correct action on the date of the very first inspection. On August 26, 2021, the jury returned its verdict finding that State Farm failed to comply with its insurance policy, awarding all costs required for Ms. Veach's repairs and that State Farm engaged in unfair or deceptive acts or practices that caused damages to the plaintiff, awarding a little more than two times the costs for the repairs for those damages. Separate from the jury's findings, the court will be asked to assess attorney fees and other costs against State Farm.

The jury told State Farm that it could not take advantage of its policyholders and hope they will go away silently and thanks to the Chad T. Wilson Law Firm, Linda Veach will be able to get the repairs done to her home and fix all the damage caused by the [hailstorm](#).

In March this year, the Texas Supreme Court published its landmark opinion on another Chad T. Wilson Law Firm case – again, a client insured by State Farm, Luis Hinijos. This was a huge win for all policyholders in Texas because it stopped all insurance companies from utilizing a carrier-created loophole to circumvent Texas law. Here's the typical scenario. An insured has a covered loss and notifies their insurance company. The company would accept the claim and pay pennies on the dollar of the damages. The insured would complain but the carrier would not budge far from its initial position. The insured would then sue and the carrier, State Farm being the worst culprit, would run up litigation expenses. Appraisal of the damages would be invoked to set the cost to repair; the carrier would send a check for the appraisal award less the depreciation less the deductible less prior payments if any. The carrier would run back to the court and ask for summary judgment claiming "no harm, no foul judge" - and they were getting away with it. This left insureds economically upside down on their cases. The Chad T. Wilson Law Firm took Mr. Hinojos's case to the Texas Supreme Court to stop this trend in its tracks. The Court agreed, stating that an insurer is not absolved of its statutory liability when it pays only part of a claim within the statutory deadline set forth in the statute. An insurer that fails to pay all amounts that "must be paid" under the applicable policy will be liable for interest and attorney's fees. On the street, this means if an appraisal award comes back higher than the insurance company's initial estimate of damages, they owe the difference plus interest plus attorney fees and they are still on the hook for damages for violations of the Texas Insurance Code and Texas Deceptive Trade Practices Act.

The Chad T. Wilson Law Firm handles insurance property disputes and takes on tough, serious cases against some of the largest corporations in America.

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