FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- The demand amount, response deadline and payee/payment instructions are placeholders. The firm notes say the demand includes the insureds' $1,000.00 deductible and that the attorney sets the total. No combined figure appears in this draft.
- The payment total of $44,034.30 is as read from the claim payment log. The five line items add up to that figure, but check it against the underlying invoices and checks. The deductible of $1,000.00 is shown separately, as in the log.
- The $2,350.00 payment to Hollister Forensic Engineering is coded as "Expense" in the log. Confirm it should be included in the amount sought.
- The sources contain only a policy excerpt, with no policy number. Confirm that the insureds did not waive recovery rights in writing before the loss, and check any remodel contract between the Novaks and Bellmont for a waiver or limitation. Neither document is in the file.
- The Indiana made-whole, anti-subrogation and related limits are flagged [VERIFY] in the Subrogation rights section.
- Liability rests on the Hollister report alone (one page). Bellmont's photos from the September 17, 2025 inspection, its work records and its contract are not in the sources.
- The Crossroads claim number, policy number, adjuster name and address, and Bellmont's address are not in the sources. The file shows no response from Crossroads as of January 12, 2026. Confirm current status before sending.
- Confirm whether intercompany arbitration applies. It is flagged in the Demand section.
- Confirm the enclosures and the letter date, and that the letter goes to both Bellmont and Crossroads.

Gerrity Lowe & Pham LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Craig Bellmont, Owner
Bellmont Plumbing Services LLC

[ADD: street address]
[ADD: city, state ZIP]

[ADD: Crossroads claims representative name]
Crossroads Contractors Mutual
[ADD: street address]
[ADD: city, state ZIP]

Re: Subrogation demand. Insurer: Tri-County Hearth Insurance Company. Insureds: Raymond and Alicia Novak. Loss location: 3127 Fallow Creek Drive, Ashbury, Indiana. Date of loss: September 14, 2025. Tri-County Hearth claim no. TCH-25-118402. Crossroads claim no. [ADD: Crossroads claim number].

Dear Mr. Bellmont and [ADD: Crossroads claims representative name]:

Introduction

We represent Tri-County Hearth Insurance Company ("Tri-County Hearth") as subrogee of its insureds, Raymond and Alicia Novak, for the water loss at their home on September 14, 2025 [firm notes] [cause_and_origin_report.pdf p.1]. Tri-County Hearth's claim number is TCH-25-118402 [claim_payment_log.pdf p.1]. The Crossroads claim number is [ADD: Crossroads claim number].

Bellmont Plumbing Services LLC ("Bellmont") has told Tri-County Hearth's adjuster that it forwarded this matter to its insurer, Crossroads Contractors Mutual ("Crossroads") [policy_and_subrogation_receipt.pdf p.1]. To the extent Bellmont has not already done so, please forward this letter to Crossroads or any other liability insurer that may cover Bellmont for this loss, and ask that insurer to contact us.

The loss and liability

Bellmont remodeled the second-floor hall bathroom at the Novaks' home between August 4 and August 22, 2025. The work included new PEX supply lines to the vanity [cause_and_origin_report.pdf p.1]. The Novaks left for a weekend trip on September 12, 2025. When they returned on September 14, 2025, they found water coming through the kitchen ceiling below the bathroom [cause_and_origin_report.pdf p.1].

Kevin Marsh, PE, of Hollister Forensic Engineering inspected the property on September 17, 2025. His findings include the following:

- The cold supply line to the vanity had separated from a brass fitting inside the vanity cabinet [cause_and_origin_report.pdf p.1].
- The crimp ring at that fitting was not fully compressed. A go/no-go gauge would not pass over the ring, while the other crimp rings in the bathroom passed the gauge [cause_and_origin_report.pdf p.1].
- He found no signs of freezing, corrosion or impact [cause_and_origin_report.pdf p.1].

- Moisture readings showed that water traveled into the kitchen ceiling, kitchen cabinets and first-floor hardwood [cause_and_origin_report.pdf p.1].

Mr. Marsh concluded that the water loss was caused by an improperly crimped connection on the cold supply line installed by Bellmont [cause_and_origin_report.pdf p.1]. Bellmont is responsible for the resulting damage.

Bellmont was notified by phone on September 15, 2025 and was invited to attend the inspection. Craig Bellmont attended on September 17, 2025 and took photos [cause_and_origin_report.pdf p.1]. On December 8, 2025, Mr. Bellmont wrote to Tri-County Hearth's adjuster: "We stand behind our work. I've sent this to our insurance, Crossroads Contractors Mutual, policy number on file." [policy_and_subrogation_receipt.pdf p.1]. Tri-County Hearth had received no response from Crossroads as of January 12, 2026 [policy_and_subrogation_receipt.pdf p.1].

Payments made

Under the Novaks' homeowners policy (form HO-3), Tri-County Hearth has made the following payments for this loss [claim_payment_log.pdf p.1]:

Payee or item	Date paid	Amount	Source
DryRight Restoration Inc. (mitigation, dwelling)	September 18, 2025	$6,842.50	[claim_payment_log.pdf p.1]
Raymond and Alicia Novak and Ashbury Home Builders (repairs, dwelling, less deductible)	October 30, 2025	$27,415.80	[claim_payment_log.pdf p.1]
Hollister Forensic Engineering (expense)	November 4, 2025	$2,350.00	[claim_payment_log.pdf p.1]
Raymond and Alicia Novak (contents: kitchen items, rug, small appliances)	November 12, 2025	$4,186.00	[claim_payment_log.pdf p.1]
Raymond and Alicia Novak (loss of use: hotel, September 15 to October 6, 2025)	November 12, 2025	$3,240.00	[claim_payment_log.pdf p.1]
Total (as read from the bills)		**$44,034.30**	[claim_payment_log.pdf p.1]

The dwelling payment of $27,415.80 reflects the Ashbury Home Builders invoice of $28,415.80 less the insureds' $1,000.00 deductible [claim_payment_log.pdf p.1]. The deductible is not included in the total above. Our demand does include the insureds' $1,000.00 deductible [firm notes] [policy_and_subrogation_receipt.pdf p.1]. All repair work was completed on November 26, 2025, and Tri-County Hearth expects no further payments [claim_payment_log.pdf p.1].

The claim file includes DryRight Restoration invoice DR-4471 with moisture maps and drying logs, the Ashbury Home Builders estimate and final invoice, a contents inventory signed by the insureds, a hotel folio from Ashbury Inn and Suites, and the Hollister Forensic Engineering invoice [claim_payment_log.pdf p.1]. [ADD: list of enclosures or statement that supporting documents will be provided on request]

Subrogation rights

The Tri-County Hearth homeowners policy provides that, unless an insured has waived recovery rights in writing before a loss, Tri-County Hearth "may require an assignment of rights of recovery for a loss to the extent that payment is made by us" [policy_and_subrogation_receipt.pdf p.1]. On November 20, 2025, Raymond Novak and Alicia Novak signed a Subrogation Receipt and Assignment. It assigns to Tri-County Hearth all rights, claims and interest against any person or entity responsible for the loss, to the extent of the payments made, and authorizes Tri-County Hearth to pursue recovery of the Novaks' $1,000.00 deductible on their behalf [policy_and_subrogation_receipt.pdf p.1].

[VERIFY: Indiana rules on the made-whole doctrine, the anti-subrogation rule and any limits on subrogation for this coverage]

Preservation of evidence

Please preserve, and instruct your employees, insurers and subcontractors to preserve, all evidence relating to the loss and to Bellmont's work at the Novak home. This includes:

- Bellmont's photographs of the September 17, 2025 inspection.
- Contracts, estimates, work orders, invoices and permits for the bathroom remodel.
- Records identifying the personnel who installed the PEX supply lines.
- The crimping tools and gauges used on the project, and related inspection or testing records.
- Product and fitting purchase records.
- All communications about the project or the loss.

The failed fitting, crimp ring and pipe section were removed, tagged and retained at the Hollister Forensic Engineering laboratory in Ashbury under evidence tag HFE-2291 [cause_and_origin_report.pdf p.1]. Please do not conduct or request any testing of those items without first giving us notice and an opportunity to attend.

Demand

Tri-County Hearth demands payment of [ADD: demand amount], which includes the insureds' $1,000.00 deductible. Please respond by [ADD: response deadline]. Payment should be made as follows: [ADD: payee and payment instructions].

[VERIFY: whether this claim should go to intercompany arbitration]

Please direct all communications about this matter to the undersigned.

Sincerely,

Michael D. Gerrity
Gerrity Lowe & Pham LLP