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.

- Policy number: the declarations show a masked number (MFA-xxxx-2286) [declarations_and_policy.pdf p.1]. Insert the full number. The Mesquite Flats claim number is also missing.
- Medical total: $39,786.00 is my addition of the eight itemized charges. Please re-add it against the bills. The charges are as billed, and no paid or adjusted amounts are in the records.
- The $5,000 medical payments benefit paid March 30, 2026 is stated as a fact only. Confirm how the firm wants to treat it against the claimed charges.
- [VERIFY: Arizona rule on UM/UIM offsets for liability limits paid] applies to the $25,000 Bracken Hill tender. Bracken Hill's statement that the driver has no other applicable coverage is its own representation, so confirm it independently.
- [VERIFY: policy consent-to-settle clause and Arizona rule on consent before settling with the at-fault driver]. The tender is open and not accepted [firm notes]. Decide whether this letter should serve as written notice of a tentative settlement under the endorsement, and complete the bracketed placeholder in the Coverage section.
- [VERIFY: Arizona rule on stacking UM/UIM coverage] and [VERIFY: policy arbitration clause]. Only one covered auto appears in the sources.
- The crash report does not identify the vehicle Ms. Whitfield was driving. Confirm it was the covered 2021 compact crossover.
- No lost wages, future medical costs or client statement are in the sources. Placeholders are included for these, and the demand amount and deadline are placeholders.
- The tender letter says the release is "full" and does not describe its terms. Review the release language before advising on acceptance.

Saldana Whitcomb Law Group
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Carla Pruitt
Mesquite Flats Auto Insurance Company
[ADD: street address]
[ADD: city, state ZIP]

**Re: Underinsured Motorist Claim of Joanna Whitfield; Policy No. [ADD: full policy number]; Claim No. [ADD: claim number]; Date of Loss: February 21, 2026**

Dear Ms. Pruitt:

**Introduction**

We represent Joanna Whitfield, your named insured under policy number [ADD: full policy number], in connection with the crash of February 21, 2026 [crash_report_and_tender.pdf p.1]. Ms. Whitfield asks that Mesquite Flats Auto Insurance Company open an underinsured motorist (UIM) bodily injury claim and evaluate it for payment. This letter sets out the coverage, the facts of the crash, Ms. Whitfield's injuries and treatment, and her damages to date.

**Coverage**

Ms. Whitfield is the named insured on a Mesquite Flats Personal Auto Policy for the period January 15, 2026 to July 15, 2026. The crash occurred within that period [declarations_and_policy.pdf p.1]. The declarations show underinsured motorist bodily injury limits of $100,000 each person and $300,000 each accident [declarations_and_policy.pdf p.1].

The UIM endorsement (MF-UIM 02) provides at page 2: "We will pay compensatory damages which an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury sustained by an insured and caused by an accident." [declarations_and_policy.pdf p.1]

The endorsement's consent-to-settle provision, at page 4, states: "You must notify us in writing of any tentative settlement with the owner or operator of the underinsured motor vehicle and allow us a reasonable time to advance payment in the amount of the tentative settlement in order to preserve our rights against that person." [declarations_and_policy.pdf p.1] [VERIFY: policy consent-to-settle clause and Arizona rule on consent before settling with the at-fault driver]

The tender described below has not been accepted [firm notes]. [ADD: attorney to confirm whether this letter is intended as written notice of a tentative settlement under the consent-to-settle provision, and the response period requested.]

The endorsement's arbitration provision, at page 5, states: "If we and an insured do not agree whether the insured is legally entitled to recover damages, or on the amount of damages, either party may make a written demand for arbitration." [declarations_and_policy.pdf p.1] [VERIFY: policy arbitration clause]

The limit of liability provision, at page 3, states that the declarations limit "is the most we will pay for all damages resulting from any one accident, regardless of the number of insureds, claims

made or vehicles involved." [declarations_and_policy.pdf p.1] [VERIFY: Arizona rule on stacking UM/UIM coverage]

**The at-fault driver**

The Red Mesa Police Department Traffic Collision Report (No. RM-26-04-2290) records that the crash occurred on February 21, 2026 at 8:05 AM at Saguaro Boulevard and Linden Street in Red Mesa, Arizona [crash_report_and_tender.pdf p.1]. Ms. Whitfield (Unit 1) was driving northbound on Saguaro Boulevard on a green signal. Curtis Danforth (Unit 2) was driving westbound on Linden Street [crash_report_and_tender.pdf p.1].

According to the report, witness Paula Greer, who was stopped southbound, stated that Mr. Danforth entered the intersection against a steady red light and struck the passenger side of Ms. Whitfield's vehicle. The report notes that the traffic signal was functioning. Mr. Danforth told the officer he thought the light was yellow [crash_report_and_tender.pdf p.1]. Mr. Danforth was cited for failure to obey a traffic control device [crash_report_and_tender.pdf p.1].

Mr. Danforth was insured by Bracken Hill Casualty Company [crash_report_and_tender.pdf p.1]. In a letter dated May 28, 2026 (Claim No. BHC-0914-77382), Bracken Hill stated that its insured's policy carries bodily injury liability limits of $25,000 per person and that it knows of no other applicable coverage. It tendered the full $25,000 per-person limit in exchange for a full release of its insured [crash_report_and_tender.pdf p.1]. Ms. Whitfield has not accepted the tender [firm notes]. Because Mr. Danforth's available liability coverage is $25,000 per person against the damages described below, he is an underinsured motorist for purposes of this claim. [VERIFY: Arizona rule on UM/UIM offsets for liability limits paid]

**Injuries and treatment**

Ms. Whitfield, age 46, was injured in this crash. The medical records show the following.

- **February 21, 2026, Red Mesa Fire Department and Red Mesa Regional Hospital Emergency Department.** The crash report states she complained of left shoulder and neck pain and was transported by ambulance [crash_report_and_tender.pdf p.1]. At the emergency department she reported left shoulder pain and was unable to raise her arm overhead, with neck pain. X-rays were negative for fracture. She was diagnosed with left shoulder sprain and cervical strain, given a sling and pain medication, and told to follow up with orthopedics [medical_records_and_bills.pdf p.1].
- **March 3, 2026, Canyon Orthopedic and Spine (Dr. Neil Barrow).** Examination showed weakness on left shoulder abduction and positive impingement signs, and an MRI was ordered [medical_records_and_bills.pdf p.1].
- **March 10, 2026, MRI.** The MRI showed a full-thickness tear of the left supraspinatus tendon [medical_records_and_bills.pdf p.1].
- **April 2, 2026, Red Mesa Surgery Center.** Ms. Whitfield underwent arthroscopic left rotator cuff repair [medical_records_and_bills.pdf p.1].

- **April 9, 2026 through July 2, 2026, Desert Bloom Physical Therapy.** She attended 22 visits [medical_records_and_bills.pdf p.1].
- **May 14, 2026, Dr. Barrow.** Healing was as expected. She was to continue physical therapy, with no lifting over 10 pounds with the left arm [medical_records_and_bills.pdf p.1].
- **July 9, 2026, Dr. Barrow.** Range of motion had improved but remained limited overhead. Dr. Barrow noted that permanent loss of some overhead strength is likely and that she may need further care if pain persists [medical_records_and_bills.pdf p.1].

**Damages**

The itemized charges in the records are as follows.

| Provider or item | Dates | Amount | Source |
|---|---|---|---|
| Red Mesa Fire Department, ambulance | February 21, 2026 | $1,420.00 | [medical_records_and_bills.pdf p.1] |
| Red Mesa Regional Hospital, emergency department | February 21, 2026 | $3,876.00 | [medical_records_and_bills.pdf p.1] |
| Canyon Orthopedic and Spine, office visits | March 3, 2026 to July 9, 2026 | $1,260.00 | [medical_records_and_bills.pdf p.1] |
| Canyon Imaging, MRI left shoulder | March 10, 2026 | $2,150.00 | [medical_records_and_bills.pdf p.1] |
| Canyon Orthopedic and Spine, surgeon fee | April 2, 2026 | $8,900.00 | [medical_records_and_bills.pdf p.1] |
| Red Mesa Surgery Center, facility fee | April 2, 2026 | $14,780.00 | [medical_records_and_bills.pdf p.1] |
| Saguaro Anesthesia Group | April 2, 2026 | $2,340.00 | [medical_records_and_bills.pdf p.1] |
| Desert Bloom Physical Therapy | April 9, 2026 to July 2, 2026 | $5,060.00 | [medical_records_and_bills.pdf p.1] |
| **Total (as read from the bills)** | | **$39,786.00** | |

Mesquite Flats paid $5,000 under Ms. Whitfield's medical payments coverage on March 30, 2026 [medical_records_and_bills.pdf p.1].

The records also describe the effect of the injury on Ms. Whitfield's daily life. At physical therapy she reported that she cannot lift her grandson, has trouble sleeping on her left side, and has stopped her weekly pottery classes [medical_records_and_bills.pdf p.1]. [ADD: client's own account of how the injuries affect daily life]

Dr. Barrow's records note a likely permanent loss of some overhead strength and the possibility of further care [medical_records_and_bills.pdf p.1]. [ADD: future medical expense, if supported by the records] [ADD: lost wages or other economic loss, if claimed, with source]

**Demand**

Ms. Whitfield was injured by a driver who ran a red light and whose liability coverage is $25,000 per person. Under the underinsured motorist coverage she purchased from Mesquite Flats, we demand [ADD: demand amount], with a response by [ADD: response deadline].

Please open a UIM claim, confirm the claim number and your assigned adjuster in writing, and direct all communications about this claim to our office. We are available to provide any additional records you reasonably need to evaluate the claim.

Sincerely,

Luis A. Saldana
Saldana Whitcomb Law Group

Enclosures: [ADD: list of enclosed records, e.g., crash report, Bracken Hill tender letter, medical records and bills]