



# Disclosure Notice

## Texas Residential Property Insurance

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The following modifications to your residential property insurance policy are added by endorsement which is attached to and made a part of your policy.

- **Amendment of the Appraisal Conditions;**
- **Amendment of the Contractual Limitations Period for Filing Suit; and**
- **The inclusion of a Claims Filing Period provision.**

### **Appraisal Conditions**

If you and we fail to agree on the amount of loss from an occurrence claimed by you and covered under your Dwelling Policy **or Section I** of your Homeowners Policy, before Filing Suit Against Us you must comply with the Appraisal Conditions of the policy as modified by endorsement. You will however, retain the right to bring suit against us following the appraisal award subject to Texas law and compliance with the Suit Against Us provisions as modified by endorsement.

### **Amendment of Contractual Limitations Period**

In accordance with Section 55, Subchapter A, Chapter 2301.010 (b) of the Texas Insurance Code, the contractual limitations period for filing suit on a first-party claim under your policy is amended to require that a legal action be started by the earliest of the following dates:

- (1) two years from the date we accept or reject the claim; or
- (2) three years from the date of the loss that is the subject of the claim.

The running of the limitations period described above will be suspended during the Appraisal process.

### **Claim Filing Period Provision**

In accordance with Section 55, Subchapter A, Chapter 2301.010 (c) of the Texas Insurance Code, your policy has been amended to include a provision requiring that a claim be filed with us not later than one year after the date of the loss that is the subject of the claim. If you can show good cause for not filing the claim within the required timeframe, you may file the claim after the first anniversary date of the loss.

For a complete analysis and understanding of the Appraisal Conditions, Contractual Limitations Period and Claim Filing Period modifications to our residential property insurance forms, please review the enclosed endorsement and contact your agent to discuss any questions you may have.

This Notice does not form a part of your insurance contract. No coverage is provided by this Notice, nor can it be construed to replace any provisions of your policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), **the provisions of the policy (including its endorsements) shall prevail.**