

**Comparison of Language**  
(Underlining indicates differences)

<b>CURRENT LANGUAGE</b> FP-7955 TX, FP-7954 TX, FP-7956 TX	<b>PROPOSED ENDORSEMENT</b> FE-5626
<p><b>SECTION I – CONDITIONS</b></p> <p><b>Appraisal.</b> If you and we fail to agree on the amount of loss, either <u>one</u> can demand that the amount of the loss be set by appraisal. <u>If either makes a written demand for appraisal, each shall select a competent, disinterested appraiser. Each shall notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the <b>residence premises</b> is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.</u></p>	<p><b>FE-5626 AMENDATORY APPRAISAL ENDORSEMENT</b></p> <p><b>SECTION I – CONDITIONS, Appraisal</b> is replaced with the following:</p> <p><b>Appraisal.</b> If you and we fail to agree on the amount of loss, either <u>party</u> can demand that the amount of the loss be set by appraisal. <u>Only you or we may demand appraisal. A demand for appraisal must be in writing. You must comply with <b>SECTION I – CONDITIONS, Your Duties After Loss</b> before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.</u></p> <p>a. <u>Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal.</u></p> <p>b. <u>The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party, and jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement will be itemized and state separately the actual cash value, replacement cost, and if applicable, the market value of each item in dispute.</u></p> <p><u>The written report of agreement will set the amount of the loss of each item in dispute and will be binding upon you and us.</u></p> <p>c. <u>If the two appraisers fail to agree upon the amount of the loss within 30 days, unless the period of time is extended by mutual agreement, they will select a competent, disinterested umpire and will submit their differences to the umpire. If the appraisers are unable to agree upon an umpire within 15 days:</u></p> <p><u>(1) you or we may make a written application for a judge of a court of record in the same state and county (or city if the city is not within a county) where the <b>residence premises</b> is located to select an umpire;</u></p>

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	<p><u>(2) the party requesting the selection described in item c.(1) must provide the other party:</u></p> <p><u>(a) written notice of the intent to file, identifying the specific location and identity of the court, at least 10 days prior to submission of the written application; and</u></p> <p><u>(b) a copy of the written application; and</u></p> <p><u>(3) a written report of agreement, as required in item b., signed by any two (appraisers or appraiser and umpire) will set the amount of the loss of each item in dispute and will be binding upon you and us. In all instances the written report of agreement will be itemized and state separately the actual cash value, replacement cost, and if applicable, the market value of each item in dispute.</u></p> <p><u>d. To qualify as an appraiser or umpire for a loss to building property, a person must be one of the following and be licensed or certified as required by the applicable jurisdiction:</u></p> <p><u>(1) an engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;</u></p> <p><u>(2) an adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or</u></p> <p><u>(3) a contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.</u></p> <p><u>e. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer:</u></p> <p><u>(1) has performed services for either party with respect to the claim at issue in the appraisal; or</u></p> <p><u>(2) has a financial interest in the outcome of the claim at issue in the appraisal.</u></p> <p><u>f. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable compensation of the umpire will be paid equally by you and us.</u></p> <p><u>g. You and we do not waive any rights by</u></p>

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	<p><u>demanding or submitting to an appraisal, and retain all contractual rights to determine if coverage applies to each item in dispute.</u></p> <p>h. <u>Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:</u></p> <p><u>(1) any other questions of fact;</u></p> <p><u>(2) questions of law;</u></p> <p><u>(3) questions of coverage;</u></p> <p><u>(4) other contractual issues; or</u></p> <p><u>(5) to conduct appraisal on a class-wide basis.</u></p> <p>i. <u>Appraisal is a non-judicial proceeding and does not provide for or require arbitration. Neither party will be awarded attorney fees. The appraisal award may not be entered as a judgment in a court.</u></p> <p>j. <u>A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.</u></p> <p><u>All other policy provisions apply.</u></p>