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> Filing Summary

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## Filing Summary

### Filing Information

**Product Name:** ATL HO  
**Type Of Insurance:** 04.0 Homeowners  
**Sub Type Of Insurance:** 04.0003 Owner Occupied Homeowners  
**Filing Type:** Endorsement (Amendments)  
**SERFF Tracking Number:** ALSE-129942395  
**Submission Date:** 2/25/15  
**Filing Status:** Closed - AP-Approved

### Filing Outcome

**SERFF Status:** Closed  
**Disposition Date:** 04/01/2015  
**Disposition Status:** AP-Approved  
**State Status:** AP-Approved  
**State Status Last Changed:** 4/1/15

### Company Information

Company Name	Company Code	Address	Telephone Number
Allstate Texas Lloyds	26530	2775 Sanders Rd.  Suite A2-W Northbrook, Illinois 60062	(847)402-5000

### Attachments

#### Forms

[Clear All](#)
[Select All](#)
[Select Current Version Only](#) 

#### Form Name

#### Form Number

#### Attachments

Texas Amendatory Endorsement  
AP1206-1

[AP1206-1\\_clean.pdf](#)

Texas Amendatory Endorsement (For Use With Form HO-A)  
AP4880

[AP4880.pdf](#)

#### Rate/Rule

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None Available

#### Supporting Documentation

[Select All](#)
[Select Current Version Only](#) 
[Clear All](#)

#### Document Name

#### Attachments

Coverage Evaluation

[TX HO Language Update SBS appraisal and action against us 2.5.15 FINAL.pdf](#)

[TX HO Language Update SBS what you must do and mortgagee verbiage 2.5.15.pdf](#)

Tracked Form

[AP1206-1\\_tracked.pdf](#)

<b>Correspondence</b>		Clear All	Select All <input type="checkbox"/>
None Available			
Download Zip File			

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**Help Desk**  
 (816) 783-8990  
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<mailto:sfahelp@naic.org>

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~~(4) furnish a complete inventory of damaged personal property showing the quantity, description and amount of loss. Attach all bills, receipts and related documents which you have that justify the figures in the inventory.~~

~~(5) as often as we reasonably require:~~

~~(a) provide us access to the damaged property.~~

~~(b) provide us with pertinent records and documents we request and permit us to make copies.~~

~~(c) submit to examination under oath and sign and swear to it.~~

~~(6) send to us, if we request, your signed sworn proof of loss within 91 days of our request on a standard form supplied by us. We must request a signed sworn proof of loss not later than the 15th business day after we receive your written notice, or we waive our right to require a proof of loss. Such waiver will not waive our other rights under this policy.~~

~~(a) This proof of loss shall state, to the best of your knowledge and belief:~~

~~(i) the time and cause of loss;~~

~~(ii) the interest of the insured and all others in the property involved including all liens on the property.~~

~~(iii) other insurance which may cover the loss; and~~

~~(iv) the actual cash value of each item of property and the amount of loss to each item.~~

The **Loss Settlement** Condition is replaced by the following:

4. **Loss Settlement.** Covered property losses are settled as follows:

- a. Our limit of liability and payment for covered losses to personal property, wall-to-wall carpeting, cloth awnings and fences will not exceed the smallest of the following:

- (1) the actual cash value at the time of loss determined with proper deduction for depreciation;

- (2) the cost to repair or replace the damaged property with material of like kind and quality, with proper deduction for depreciation; or

- (3) the specified limit of liability of the policy.

- b. Our limit of liability for covered losses to dwelling and other structure(s) under Coverage A (Dwelling), except wall-to-wall carpeting, cloth awning and fences, will be at replacement cost settlement subject to the following:

- (1) If, at the time of loss, the Coverage A (Dwelling) limit of liability is 80% or more of the full replacement cost of the dwelling, we will pay the repair or replacement cost of the damaged building structure(s), without deduction for depreciation.

- (2) If, at the time of loss, the Coverage A (Dwelling) limit of liability is less than 80% of the full replacement cost of the dwelling, we will pay only a proportionate share of the full replacement cost of the damaged building structure(s). Our share is equal to:

$$\frac{\text{Replacement Cost of the Loss} \times \text{Coverage A (Dwelling) Limit of Liability}}{80\% \text{ of Replacement Cost of the Dwelling}}$$

- (3) If, at the time of loss, the actual cash value of the damaged structure(s) is greater than the replacement cost determined under (1) or (2) above, we will pay the actual cash value up to the applicable limit of liability.

In determining the amount of insurance required to equal 80% of the full replacement cost of the dwelling, do not include the value of excavations, underground pipes, and wiring and foundations which are below the surface of the ground.

We will pay only the actual cash value of the damaged building structure(s) until repair or replacement is completed. Repair or replacement must be completed within 365 days after loss unless you request in

writing that this time limit be extended for an additional 180 days. Upon completion of repairs or replacement, we will pay the additional amount claimed under replacement cost coverage, but our payment will not exceed the smallest of the following.

- (i) the limit of liability under this policy applicable to the damaged or destroyed building structure(s);
- (ii) the cost to repair or replace that part of the building structure(s) damaged, with material of like kind and quality and for the same use and occupancy on the same premises; or
- (iii) the amount actually and necessarily spent to repair or replace the damaged building structure(s).

amount of loss to each item. If the appraisers submit a written report of an agreement to you and us, the amount agreed upon shall be the amount of the loss. If they cannot agree, they will submit their differences to the umpire. A written award agreed upon by any two will determine the amount of the loss. Each party will pay the appraiser it chooses, and equally bear expense for the umpire and all other appraisal expenses.

If the appraisal process is initiated, the appraisal award shall be binding on you and us concerning the amount of the loss. We reserve the right to deny the appraisal award in part or in its entirety based upon the lack of coverage under the policy or failure to satisfy policy terms.

If you and we fail to agree on the actual cash value, amount of loss, or cost of repair or replacement, either can make a written demand for appraisal. Each will then select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a district court of a judicial district where the loss occurred. The two appraisers will then set the amount of loss, stating separately the actual cash value and loss to each item. If you or we request that they do so, the appraisers will also set:

- a. the full replacement cost of the dwelling.
- b. the full replacement cost of any other building upon which loss is claimed.
- c. the full cost of repair or replacement of loss to such building, without deduction for depreciation.

If the appraisers fail to agree, they will submit their differences to the umpire. An itemized decision agreed to by any two of these three and filed with us will set the amount of the loss. Such award shall be binding on you and us.

Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally.

The Suit Against Us Condition is replaced by the following:

11. Suit Against Us. No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which

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The **Appraisal** Condition is replaced by the following:

7. Appraisal. If you and we fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party shall select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire then an umpire will be appointed in the following manner:

a. You or we will request the American Arbitration Association (AAA) to select an umpire at:  
American Arbitration Association  
Case Filing Services  
Attn: Allstate Texas Appraisal  
1101 Laurel Oak Road Ste 100  
Voorhees, New Jersey 08043  
Email: casefiling@adr.org  
(with subject matter as "Allstate Texas Appraisal")

b. Only if AAA advises you and us in writing that it cannot appoint an umpire may we then jointly request a judge of a district court in the judicial district where the residence premises is located to select an umpire. A judge of a district court does not include a commissioner or a judge of a county court at law, or a justice court, a municipal court, a probate court, or of a commissioner's court.

The appraisers shall then determine the amount of the loss, stating separately the actual cash value and the

coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- a. there has been full compliance with all policy terms; and
- b. the action is commenced within two years and one day from the date the cause of action first accrues; and
- c. in the event that you and we fail to agree on the amount of loss claimed by you, unless you have previously provided to us a signed sworn proof of loss, it is a condition under this **Suit Against Us** provision that no later than 91 days prior to commencing any action against us that we receive from you a signed sworn proof of loss, which contains, to the best of your knowledge and belief, the following information:

(1) the date, time, location and cause of loss;

(2) the interest insured persons and others have in the property, including any encumbrances;

(3) any other insurance that may cover the loss;

(4) any changes in title, use, occupancy or possession of the property that have occurred during the policy period;

(5) at our request, the specifications of any damaged building structure or other structure;

(6) the estimated or actual cost to repair or replace the property stolen or damaged by the loss with materials of like kind and quality;

(7) the amount you have actually spent to repair or replace the property stolen or damaged by the loss; and

(8) in the event that you give us a signed proof of loss, and after submitting that to us, you determine that you want to include a claim for additional damage or loss, you must submit to us a supplemental proof of loss which identifies the amount of the additional loss for each item damaged or stolen.

- d. If after we receive your proof of loss as described in paragraph c. above, you and we are still not able to agree on the amount of loss, then either party may make a written demand for an appraisal, as described in **Section I Conditions, Appraisal**. If this demand for appraisal is made before an action is filed against us in a court of competent jurisdiction, then the appraisal must occur before a suit can be filed against us. If the demand for appraisal is made after an action has been filed against us in a court of competent jurisdiction, then the parties agree to ask the court to abate the further proceeding of that

action until the appraisal is completed and a determination of the amount of loss is made as described in **Section I Conditions, Appraisal**.

To initiate the appraisal process either party must provide written notice of the dispute to the other party and make a written demand for appraisal of the amount of loss.

The time limit stated in item 11. b) shall be suspended from the date of the first written demand for appraisal until the date of the appraisal award.

In the condition **Mortgage Clause (without contribution)**, item d. is replaced by the following:

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the mortgagee has the right to receive loss payment if the mortgagee:

(1) at our request, pays any premium due under this policy, if you have failed to do so.

(2) furnishes proof of loss, upon our request, within 91 days after notice of the loss, if you fail to do so

(3) has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgagee.

All of the terms of this policy will then apply directly to the mortgagee. Failure of the mortgagee to comply with d. (1), d. (2), or d. (3) above shall void this policy as to the interest of the mortgagee.

All other policy provisions apply.

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