

**ENTERED**

February 02, 2025

Nathan Ochsner, Clerk

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

MYRTLE ROLAND,

*Plaintiff,*

VS.

ALLSTATE VEHICLE AND PROPERTY  
INSURANCE COMPANY,

*Defendant.*

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CIVIL ACTION NO. 4:24-cv-1710

**ORDER**

Pending before this Court is Plaintiff Myrtle Roland’s (“Plaintiff”) Motion to Compel Appraisal and [for] Abatement. (Doc. No. 5). Allstate Vehicle and Property Insurance Company (“Defendant” or “Allstate”) responded in opposition. (Doc. No. 12). Having considered the motion and the relevant pleadings, the Court **DENIES** the motion without prejudice. (Doc. No. 5).

Plaintiff filed a claim on May 23, 2023 for leaking/busted pipes at her property that was insured by Defendant. (Doc. No. 12 at 5). The claim alleged that four rooms in the property sustained water damage, but that the pipes were already fixed. (*Id.*). That same day, Allstate acknowledged Plaintiff’s claim and requested a completed Proof of Loss statement, estimates for alleged damages, and receipts for repairs already made. (*Id.*). Over several months following the initial claim, the only actions Plaintiff took were to file another claim with a new loss date, and a letter of representation. (*Id.* at 6). As of the date of this Order, the Court has not been made aware that Plaintiff has ever responded to Defendant’s requests.

Instead, Plaintiff seeks to compel appraisal and abate the suit because “[c]ompletion of appraisal in accordance with Defendant’s policy is a condition precedent to filing suit on the insurance contract.” (Doc. No. 5 at 2). According to Defendant, however, cooperation with the insurer, too, is a condition precedent. (Doc. No. 12 at 3) (quoting Plaintiff’s insurance policy). The insurance policy specifically states:

In the event of a loss to any property that may be covered by this policy, you must: . . .

d) give us all accounting records, bills, invoices and other vouchers, or certified copies, which we may reasonably request to examine and permit us to make copies

....

g) Upon our request, send to us your signed sworn proof of loss within 91 days of our request. . . .

We have no duty to provide coverage under this section if you, an insured person, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to us.

(Doc. No. 12 at 3) (emphasis added).

Plaintiff’s motion fails to provide any justification or explanation for her failure to comply with her contractual obligation that operates as a condition precedent to the appraisal provision she is seeking to enforce. (Doc. No. 12 at 3). Given Plaintiff’s failure, Plaintiff’s Motion to Compel Appraisal and [for] Abatement is **DENIED** without prejudice and this suit is **ABATED** until Plaintiff provides evidence that she has complied with the Policy’s requirements for the enforcement of the appraisal provision. (Doc. No. 5).

Signed on this the 31<sup>st</sup> day of January, 2025.



Andrew S. Hanen  
United States District Judge