

# BROWN SIMS

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ATTORNEYS AT LAW

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*In re Acadia Ins. Co.*, 2007 WL 1976111 (Tex. App. Amarillo, n.p.h.), Bemove LLC filed a claim with its property insurer, Acadia Insurance Company, for hail damage to Bemove's property. Acadia denied the claim on the ground that the damage preceded the inception date of the policy. Bemove filed suit against Acadia and Acadia filed a motion to invoke the appraisal clause of its property insurance policy insuring Bemove LLC. Bemove filed a motion to compel depositions and preclude appraisal. The trial court denied Acadia's motion and granted Bemove's. Bemove filed a petition for a writ of mandamus with the Amarillo Court of Appeals. The Amarillo Court of Appeals held that correspondence from Acadia stating that there was no damage from hail within the policy period of Acadia's policy constituted a denial of coverage which waived Acadia's right to invoke the policy's appraisal clause. Consequently, Acadia's request for mandamus relief was denied.

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