

# **Texas Policyholder Notice**

## **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Norse Specialty Insurance Services Inc's telephone number for information or to make a complaint at

**(877) 327-0471**

You may also write to Norse Specialty Insurance Services Inc at:

Norse Specialty Insurance Services Inc  
Dept: Odie Pet Insurance  
29899 Agoura Rd, Ste 110  
Agoura Hills, CA 91301

You may also contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 490 1007

Website: <http://www.tdi.texas.gov>

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## **PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

**TRSA-OPI-PC238-ACC-SPHN-TX (03-23)**

Underwritten by Trisura Insurance Company

## **AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Norse Specialty Insurance Services Inc para obtener información o para presentar una queja al:

**(877) 327-0471**

Usted también puede escribir a Norse Specialty Insurance Services Inc:

Norse Specialty Insurance Services Inc  
Dept: Odie Pet Insurance  
29899 Agoura Rd, Ste 110  
Agoura Hills, CA 91301

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 490 1007

Website: <http://www.tdi.texas.gov>

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

## **DISPUTAS POR PRIMAS DE SEGUROSO RECLAMACIONES**

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

## **ADJUNTE ESTE AVISO A SU POLIZA**

Este aviso es solamente para propositus informativos y no se convierte en parte o en condición del document adjunto.

# Welcome to the Family



We're so excited you have enrolled in a pet health insurance plan.

As a team of insurance experts and animal lovers, we aim to remove the financial burden for pet parents by offering affordable, flexible, and comprehensive insurance options. We're dedicated to providing all dog and cat owners with best-in-show coverage for their pets – ensuring they receive essential care services, including medical treatments and wellness solutions when needed.

Please read the following pages of your pet's health insurance policy containing important information and coverage details.

Thank you again for trusting us and allowing us to help you maintain and protect your pet's health.

Signed for **Trisura Insurance Company** By:

	
Michael Beasley   President & CEO	Eileen Sweeney   Executive Vice President & CFO

**This policy is underwritten by:**

Trisura Insurance Company (a Stock Insurer)  
210 Park Ave Ste 1300  
Oklahoma City, OK 73102  
405.583.6047

**This policy is administered by:**

Norse Specialty Insurance Services Inc.  
Department: Odie Pet Insurance  
29899 Agoura Rd, Ste 110  
Agoura Hills, CA 91301  
877.327.0471

NOTICE: THIS INSURANCE IS NONPARTICIPATING WITH REGARD TO PAYING DIVIDENDS TO POLICYHOLDERS.

# **Your Policy Explained**

This pet health insurance policy was created with you and your Pet in mind. Below are the important details about what is included in your Pet's policy.

Throughout the policy and any attached endorsements, the words "you" and "your" refer to the insured/spouse/partner (pet owner) named in the policy declaration page. The words "we", "us" and "our" refer to the Pet's health insurance policy and Norse Specialty Insurance Services Inc (Department: Odie Pet Insurance) which handles certain aspects of the administrative processes for this insurance on behalf of the underwriter, Trisura Insurance Company. Other capitalized terms have specific meaning throughout the policy as defined in the Definitions section.

## SECTION 1. YOUR INSURANCE AGREEMENT

## SECTION 2. POLICY BENEFITS IN DETAIL

- Policy Description
- What is Covered
- Waiting Periods

## SECTION 3. GENERAL CONDITIONS OF COVERAGE

## SECTION 4. THE CLAIMS PROCESS – what happens if you need to make a claim

## SECTION 5. ELIGIBLE CLAIMS – what you pay

## SECTION 6. WHAT IS NOT COVERED

## SECTION 7. DEFINITIONS

## SECTION 8. NOTICE

## SECTION 1:

### **Your Insurance Agreement**

The Company is pleased to provide the insurance described in this policy based on your premium being successfully paid on time and subject to the terms and conditions in this policy. The Company provides coverage to you for the Pet described in the policy and on the policy declaration page for the Actual Cost of Veterinary Treatment for any eligible Accidental Injury suffered by your Pet unless excluded by this policy, after the application of your Co-Insurance, minus your Deductible, up to the Annual Limit of your policy.

## SECTION 2:

# **Policy Benefits in Detail**

### A. POLICY DESCRIPTION:

- Annual Policy Limit: \$10,000
- Co-Insurance (Us / You): 90% / 10%
- Annual Deductible: \$250

### B. WHAT IS COVERED:

1. This Policy only provides coverage for the treatment of Accidental Injury.
2. An Accidental Injury must result from an unforeseen cause beyond the control of the policyholder.
3. An Accidental Injury must be something which is capable of being assigned to a particular date, and which is in the popular and ordinary sense an accident.
4. Undiagnosed injuries are not eligible for coverage until an affirmative diagnosis has been made of an Accidental Injury.
5. Coverage for Traumatic Dental Fractures: Endodontic treatment for canine and carnassial teeth and extractions for all teeth due to traumatic dental fractures and other oral traumas are covered so long as they are not caused by repetitive inappropriate chewing behavior that presented signs or symptoms prior to the Policy Effective Date or the expiration of any Waiting Period.

### C. WAITING PERIODS:

1. This Policy has a three (3) day waiting period following the Policy Effective Date for any eligible Accidental Injuries.
2. Once met, these Waiting Periods are waived for continuous, uninterrupted policy renewals, including, at our discretion, uninterrupted policy renewals from other pet insurance providers.

## SECTION 3:

### **General Conditions of Coverage**

This section of general conditions includes information about your premium and where you can take your Pet for treatment.

- A. Your Pet's premium is payable as described on your policy declarations page. This policy will continue until canceled and will renew automatically every year as long as your premium payments are current. If premiums are unpaid, the Company may cancel this policy by sending a notice of cancellation to you at your last known address at least 30 days before the effective date of cancellation. If you fail to make a premium payment before the cancellation date the Company will cancel your policy back to the date to which your premiums were pre-paid.
- B. If the policy is cancelled for non-payment of premiums, we may, at our option, reinstate the policy if we receive the full past due premium, along with a written or verbal request for reinstatement within 15 days of the effective date of cancellation.
- C. The successful payment of your premiums constitutes your acceptance of all terms and conditions contained in this policy.
- D. You must protect your Pet from aggravation or recurrence of any Accidental Injury after it occurs.
- E. All of your Pet's treatments must be provided by either a Veterinarian with the necessary training and experience, or staff under a Veterinarian's direct supervision.
- F. Coverage for treatments may be provided under this policy only while the Pet is in the United States of America, Canada, or any region under US government control, such as territories or military installations/ bases in foreign countries.
- G. No coverage is provided for any treatment costs or losses incurred during times your policy is not in force.
- H. This policy is not transferable to other Pets.
- I. You may cancel your policy by notifying us in writing via mail, fax, or email. Any unearned collected premium will be refunded pro rata.

- J. You can cancel your policy for any reason within 30 days of the Policy Effective Date and the Company will refund 100% of any premium paid as long as no claims have been paid. This will void the policy from the beginning, and any pending or not yet submitted claims will be denied.
- K. Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides false, misleading, and/or dishonest information, we may not pay the claim, may void that policy, and may be required by law to report it to governmental authorities.
- L. You must be the owner and in possession of the insured Pet. If you transfer ownership of the Pet to a different owner to care for the Pet, we are happy to arrange for continued coverage if we are contacted within 30 days from the date ownership transfers.
- M. We will not make payments for claims if you are entitled to indemnity under any other insurance, except for:
  - a. Any additional sum that is payable over and above such other insurance; or
  - b. Any contribution that we are obliged to make by law.
- N. All parties may voluntarily agree to resolve any claim or dispute that arises from or related to this policy exclusively and finally by non-binding arbitration. Any such arbitration will solely involve you and the Company, the direct parties to this policy, and will be conducted by a single arbitrator appointed by the American Arbitration Association or the International Dispute Resolution Procedures, as applicable. Any arbitration proceedings will be held at a mutually agreeable location within your state, or other jurisdiction of residence, provided that all parties may also attend the arbitration via telephone, video teleconference, or other similar means. Any award rendered by the arbitrator will be final and nonbinding on all parties. The costs of arbitration, including all reasonable filing fees and arbitrator fees, shall be shared equally by the parties. Other expenses of arbitration, including, but not limited to attorney fees and costs, will be borne by the party incurring those expenses.
- O. Severability: If at any time this policy's provisions are in conflict with the applicable laws, rules, and/or regulations of the state or other jurisdiction of residence in which this policy is issued, the provisions will be reformed and construed to be valid, legal, and enforceable to the maximum extent permitted by such applicable laws, rules, and/or regulations to effect the original intent of the parties as closely as possible.

P. Entire contract: This policy, the policy declarations page, and any attached riders or endorsement(s) contain all the agreements between you and the Company and supersede any prior agreements or understandings between us.



## SECTION 4:

# **The Claims Process**

We provide you with an easy claims submission process. Once you complete and submit your claim form, a copy of the invoice, and proof of payment, it is quickly processed by one of our skilled claims processors. All of our claims processors have experience working in veterinary clinics, and strive to provide you and your Pet best in class service. It's our goal to reimburse you or your Veterinarian as quickly as possible.

- A. You must submit a complete claim form and supporting paid invoice(s) within 180 days of the treatment date. For the fastest and easiest claim filing experience, please log into your account online at <https://getodie.com/> and use our electronic claims upload process to submit your documents. Alternatively, you can contact our customer care team at [support@odiepetinsurance.com](mailto:support@odiepetinsurance.com) or at 877-327-0471 and we will mail, email, or fax one to you.
- B. You must cooperate with us in the investigation or settlement of any claim.
- C. We may require complete medical history/records associated with your Pet to process your claim.
  - 1. At our request, you agree to provide us with all of your Pet's medical history/records.
  - 2. You authorize us, at the time of enrollment and any time after to contact any and all veterinary clinics or hospitals to obtain all available medical records that exist for your Pet.
  - 3. You authorize any and all veterinary clinics or hospitals to release to us all medical records that exist for your Pet.

If you cannot (or refuse) to disclose a complete medical history for your Pet when requested, we may deny your claim(s).

- D. You are financially responsible to your Veterinarian for the payment of all fees and costs. You may have your claims paid directly to the treating Veterinarian if an arrangement to do so exists between us and the treating Veterinarian. Please call us for details.
- E. We will not guarantee on the phone if we cover a claim.

- F. Proration of costs will occur if the invoiced items are applicable to both covered and non-covered items. Unless a cost breakdown is provided on the invoice, we will prorate the invoice items evenly among the covered and non-covered items.
  
- G. If you disagree with the coverage provided on any claim, you may request a review of the decision using our voluntary appeals process. If you believe we wrongly affirmed denial of your claim through this appeals process, you can request further review by an independent third-party Veterinarian (ITPV) we've selected. We select these Veterinarians solely on their ability to decide on issues of medical nuance and have no other relationship or affiliation with us. The ITPV's decision will be final and binding on us. Disagreements regarding direct policy exclusions, timing of coverage, and policy wording interpretations are not eligible for ITPV review.
  
- H. If we pay a claim for any Accidental Injury that is not eligible under the policy terms and conditions, the payment we made does not waive our right to apply the terms and conditions of this policy appropriately to any other submitted claims.

## SECTION 5:

### **Eligible Claims – What You Pay**

While our policies cover most veterinary costs that result from your Pet getting injured, we ask that you cover some items as well.

- A. Your Co-Insurance (Us / You): 90% / 10%
- B. Your Deductible: \$250
- C. Any amount that exceeds your Annual Policy Limit: \$10,000
- D. Taxes; and
- E. Costs not covered by this policy.

Note: Discounts, coupons, packages, and other means of reducing costs are a great way for your Veterinarian to help you save money. Amounts saved in this way, however, reduce the amount that you are out of pocket and will not be reimbursed.

## SECTION 6:

### **What Is Not Covered**

- A. **PRE-EXISTING INJURIES:** This Policy provides no coverage for Pre-Existing Injuries, even if treatment takes place while coverage is otherwise in effect.
- B. **CRUCIATE LIGAMENT EVENTS:** We do not cover the costs, fees, or expenses associated with Cruciate Ligament Events.
- C. **ILLNESSES AND DISEASES:** Neither infectious bacterial or viral disease, parasitic infection, metabolic disorder, cancer, Behavioral Condition, nor degenerative disease or process will qualify as an Accidental Injury for the purpose of this Policy.
- D. **OTHER EXCLUSIONS:** We do not cover the costs, fees, or expenses associated with:
  - 1. Claims that are not due to an Accidental Injury.
  - 2. Any prescription or over-the-counter medications that are not included in our formulary of covered medications;
  - 3. Administrative charges for the processing of insurance claims and/or sending medical records;
  - 4. Injuries due to any intentional act, including organized dog fighting, that involves you or a member of your household;
  - 5. Boarding and transport expenses, including ambulance transportation;
  - 6. Complications of or diagnostic tests, treatments, therapies, and/ or medications related to Injuries not covered or restricted by this policy;
  - 7. Bedding, housing, crates, cages, ramps, bowls, feeding, exercise, pet foods, supplements, grooming, nail trims, toys, clothes, leashes, collars, biohazardous waste fees, and treats;
  - 8. Any Accidental Injury resulting from activities related to training for or participating in racing, including track or sled racing;

9. Any Accidental Injury with respect to which the Policyholder was advised by a Veterinarian to take preventive measures, and did not meet the terms;
10. Alternative and Holistic Treatments;
11. Chiropractic care and acupuncture;
12. Experimental therapies and medications, including any therapy for which there are no published articles in peer-reviewed journals for the indicated Accidental Injury;
13. Injuries arising from a repetitive and specific behavior, if the same or a similar behavior occurred two times within 18 months prior to the treatment date, whether before or after the Policy Effective Date;
14. Cremation and burial;
15. Losses that arise from a nuclear reaction, radiation, radioactive contamination, or the discharge of a nuclear device or a chemical, biological, biochemical, or electromagnetic weapon, device, agent, or material, whether controlled or uncontrolled, accidental or otherwise; or
16. Losses that arise from war, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, strikes, riots, or civil commotion.

## SECTION 7:

### **Definitions**

Understanding your Pet's policy is important. Please take a few moments to review some key definitions that are capitalized throughout this policy and helpful in explaining your policy's details.

The words below are used throughout this policy and have the following definitions:

- A. ACCIDENTAL INJURY ("INJURY"): Means an unforeseen, unexpected event that results in physical injury to your Pet(s).
  
- B. ACTUAL COST OF VETERINARY TREATMENT: The standard fees/ costs that the treating Veterinarian would charge for Injuries, regardless of whether that customer has insurance coverage.
  
- C. ALTERNATIVE AND HOLISTIC TREATMENT: Includes, but is not limited to, homeopathy, osteopathy, herbal remedies, aromatherapy, kinesiology, reiki, reflexology, prolotherapy, ozone therapy, acupoint, acupressure, aquapuncture, massage, neoplasene, alpha-stim, stem cell, shockwave, electromagnetic therapy, and Pulsed Electromagnetic Field Therapy (PEMF).
  
- D. ANNUAL: For the purposes of this Policy, all Annual Policy Limits and Deductibles are calculated by adding 12 months to your Policy Effective Date, thereby calculating your Policy Renewal Date which is shown on your declarations page. Your policy then utilizes these limits on a year to year basis using the period between the Policy Effective Date and the Policy Renewal Date, or from one Policy Renewal Date to the next Policy Renewal Date. The Annual Policy Limits and Deductibles reset to the amounts shown on your policy declarations page after each Policy Renewal Date.
  
- E. ANNUAL POLICY LIMIT: The maximum amount that the policy will pay in any Annual term.
  
- F. BEHAVIORAL CONDITION: those maladies of a Pet's behavior that require treatment due to self-injury, property damage or other negative outcomes. This includes but is not limited to pica, anxiety, aggression, obsessive compulsive disorder, stress, fear, Coprophagia, psychogenic water consumption, phobias, inappropriate urination and hyperesthesia.

- G. CO-INSURANCE: This term applies to both parties as described on your declarations page. The larger percentage represents our portion of the Actual Cost of Veterinary Treatment that is paid for any eligible Accidental Injury before the application of your chosen Deductible.
- H. COMPANY: The underwriter for this policy.
- I. CRUCIATE LIGAMENT EVENT: Any strain, sprain, rupture, tear, or degeneration of any cruciate ligament in the knee of your Pet.
- J. DEDUCTIBLE: The Annual amount you pay out-of-pocket for the Actual Cost of Veterinary Treatment for any eligible Accidental Injury after the application of your selected Co-Insurance amount.
- K. PET: The domestic cat or dog listed on the policy declarations page owned by and residing with you for companionship or as a service dog and not owned for commercial reasons.
- L. POLICY RENEWAL DATE: The date that falls exactly 12 months after your Policy Effective Date, and every 12 months thereafter.
- M. POLICY EFFECTIVE DATE: The date your policy is placed in force. Generally 12:01 AM the day after purchase, unless enrolling through an employer group, using payroll deduction, or you requested a future date for your policy to be effective.
- N. PRE-EXISTING INJURY: Any Injury for which a Veterinarian provided medical advice, the Pet received treatment for, or the Pet displayed signs or symptoms consistent with the stated Injury prior to the effective date of a Pet insurance policy [Policy Effective Date] or during any Waiting Period.
- O. VETERINARIAN: An individual who holds a valid license to practice veterinary medicine from the Veterinary Medical Board or other appropriate licensing entity in the jurisdiction in which he or she practices.
- P. VETERINARY TREATMENT: Diagnostic tests, surgeries, medications, orthotic devices, prosthetic devices, carts, nursing, and other care proven and accepted as forms of treatment for the indicated Accidental Injury.
- Q. WAITING PERIOD: The period of time specified in a pet insurance policy that is required to transpire before some or all of the coverage in the policy can begin.

SECTION 8:

**Notice**

Any written notice to us may be delivered to:

Norse Specialty Insurance Services Inc.  
Department: Odie Pet Insurance  
29899 Agoura Rd, Ste 110  
Agoura Hills, CA 91301  
877.327.0471

IN WITNESS WHERE OF, the Company has executed and attested these presents.



Michael Beasley | President & CEO  
Trisura Insurance Company



THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ CAREFULLY.

## **Texas Amendatory Endorsement**

This Endorsement modifies insurance provided under the following:

**PET HEALTH INSURANCE POLICY: TRSA-OPI-PC201-ACC**

Paragraph A. of **Section 3. GENERAL CONDITIONS OF COVERAGE** is deleted in its entirety and replaced by the following:

- A. Your Pet's premium is payable as described on your policy declaration page. This policy will continue until canceled and will renew automatically every year. We may cancel this policy by delivering or mailing written notice of the cancellation for non-payment of premium to the firstnamed insured under the policy at the address shown on the policy at least 30 days before the effective date of cancellation. If you fail to make a payment before the cancellation date, the Company will cancel your policy back to the date to which your premiums were pre-paid.
1. If your policy is a renewal or continuation policy or if your policy has been in effect for more than 60 days in its initial policy term, we may cancel your policy for any of the following reasons:
    - a. Fraud in obtaining coverage;
    - b. Failure to pay premiums when due;
    - c. An increase in hazard within the control of the insured that would produce a rate increase; or
    - d. Loss of the insurer's reinsurance covering all or part of the risk covered by the policy.
  2. We may cancel your policy at any time during the term of the policy if we are placed in supervision, conservatorship, or receivership and the cancellation or nonrenewal is approved or directed by the supervisor, conservator, or receiver.
  3. Not later than the 10th day before the date on which the cancellation is to take effect, we will deliver or mail written notice of the cancellation to the first-named insured under the policy at the address shown on the policy. We will also include the reason for our decision to cancel your policy.
  4. Nonrenewal:
    - a. We may refuse to renew your policy. We will deliver or mail written notice of the nonrenewal to the first-named insured under the policy at the address shown on the policy. We will also include the reason for our decision to refuse to renew your policy.

- b. The notice must be delivered or mailed not later than the 60th day before the date the policy expires. If the notice is delivered or mailed later than the 60th day before the date on which the policy expires, the coverage remains in effect until the 61st day after the date on which the notice is delivered or mailed.
  - c. The earned premium for any period of coverage that extends beyond the expiration date of the policy shall be computed pro-rata based on the previous year's rate.
5. In compliance with Texas Law, we will not cancel or refuse to renew this policy solely because the policyholder is an elected official.

Paragraph K. of **Section 3. GENERAL CONDITIONS OF COVERAGE** is deleted in its entirety and replaced by the following:

K. Insurance fraud unfairly increases premiums for all policyholders. If any policyholder provides false, misleading, and/or dishonest information, we may not pay the claim, may cancel that policy, and may be required by law to report it to governmental authorities.

Paragraph N. of **Section 3. GENERAL CONDITIONS OF COVERAGE** is deleted in its entirety and replaced by the following:

N. We, the Company, and You, the Insured, may voluntarily agree to resolve any claim or dispute that arises from or related to this policy exclusively and finally by non-binding arbitration. Any such arbitration will solely involve you and us and will be conducted by a single arbitrator appointed by the American Arbitration Association or the Consumer Arbitration Rules. Any arbitration proceedings will be held at a mutually agreeable location within the State of Texas or other jurisdiction of residence. Any award rendered by the arbitrator will be final and nonbinding on all. The costs of arbitration, including all reasonable filing fees and arbitrator fees, shall be shared equally by you and us. Other expenses of arbitration, including, but not limited to attorney fees and costs, will be borne by you for expenses you incurred and borne by us for expenses we incurred.

Paragraph Q is added to **Section 3. GENERAL CONDITIONS OF COVERAGE**

Q. This policy conforms to state statutes.

Paragraph A. of **Section 4. THE CLAIMS PROCESS** is deleted in its entirety and replaced by the following:

A. You must submit a complete claim form and supporting paid invoice(s) within 180 days of the treatment date. For the fastest and easiest claim filing experience, please log into your process to submit your documents. Alternatively, you can request a personalized claims form by email and we will mail, email, text message or fax one to you.

Within 15 days after we receive written notice of claim, we will:

1. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
2. Begin any investigation of the claim; and
3. Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

We will notify you in writing as to whether:

1. The claim or part of the claim will be paid;
2. The claim or part of the claim has been denied, and inform you of the reasons for denial;
3. More information is necessary; or
4. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in 1. through 4. above, within:

1. 15 business days after we receive the signed, sworn proof of loss and all information we requested; or 2
2. 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

Paragraph G. of **Section 4. THE CLAIMS PROCESS** is deleted in its entirety and replaced by the following:

G. If you disagree with the coverage provided on any claim, you may request a review of the decision using our voluntary appeals process. If you believe we wrongly affirmed denial of your claim through this appeals process, you can request further review by an independent thirdparty Veterinarian (ITPV) which you select near your location. The ITPV's decision will be final and binding on us. Disagreements regarding direct policy exclusions, timing of coverage, and policy wording interpretations are not eligible for ITPV review.

Paragraphs I., J. and K. are added to **Section 4. THE CLAIMS PROCESS:**

I. We will pay for covered loss or damage within five business days after:

1. We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
2. An appraisal award has been made

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this Coverage Part, we will make payment within five business days after the date you have complied with such terms.

J. If we, after receiving all items, statements, and forms reasonably requested and required, under Section 542.055, delay your payment of the claim for a period exceeding the period specified by other applicable statutes or, if other applicable statutes do not specify a period, for more than 60 days, we shall pay damages and other items as provided under Section 542.060. This section does not apply in a case in which it is found as a result of arbitration or litigation that a claim received by an insurer is invalid and should not be paid by the insurer.

K. Except as provided by Subsection (b), if we are liable for a claim under this insurance policy and we are not in compliance with this subchapter, we are liable to pay the holder of the policy or the beneficiary making the claim under the policy, in addition to the amount of the claim, interest on the amount of the claim at the rate of 18 percent a year as damages, together with reasonable and necessary attorney's fees. Nothing in this subsection prevents the award of prejudgment interest on the amount of the claim, as provided by law.

(a) If a suit is filed, the attorney's fees shall be taxed as part of the costs in the case.

**NO OTHER TERMS OR CONDITIONS ARE CHANGED.**