

What Every Appraiser Should Know About CO, FL, MO, IL, NY & TX



Vargas Gonzalez Delombard

ATTORNEYS AT LAW

TABLE OF CONTENTS

01 The Appraisal in Property Claims

02 Navigating the Florida Market

03 Mastering the Texas Appraisal Process

04 New York Appraisal Clause Case Law & Procedures

05 Illinois Appraisal Clauses: Valuation-Only, Not Coverage

06 Understanding Appraisal Nuances in Colorado

07 Missouri's Rule on Appraisals: Value First, Coverage in Court

Introduction

Vargas Gonzalez Delombard

At Vargas Gonzalez Delombard, LLP, a law firm that fights for people and businesses when their insurance company doesn't do the right thing. Whether you're dealing with hurricane damage, roof leaks, or denied claims, we've got your back.

We have offices in FL, TX, NY, CO, IL, and MO, but we help clients all across the country. If your claim has been delayed, denied, or underpaid, give us a call. We're here to help you get what you're owed.

www.vargasgonzalez.com



Vision & Mission

Fighting for Policyholders. Delivering Results.

Vision:

To deliver top-tier legal support in property damage claims across Florida, Texas, New York, Illinois, Missouri, and Colorado.

Mission:



To protect policyholders by holding insurance companies accountable.



To guide homeowners, business owners, and associations through complex property insurance disputes.



To deliver top-tier legal support in property damage claims across Florida, Texas, New York, Illinois, Missouri, and Colorado.



The Appraisal Landscape in Property Claims

At Vargas Gonzalez Delombard, LLP, we work directly with public adjusters and property managers to make the appraisal process smoother, faster, and fairer. With years of experience in property damage and insurance disputes, our legal team helps you navigate complex claims in Florida, Texas, Colorado, Illinois, New York, and Missouri.

Florida: Timelines are strict and documentation matters. We help public adjusters meet legal requirements and speed up the process so clients receive full compensation.

Texas: The rules are more flexible, but challenges arise from large market variations and negotiation issues. We provide hands-on legal support to overcome roadblocks and keep claims moving.

Colorado: The mix of wildfire risks, storm damage, and rural vs. urban claims creates unique complexity. We offer tactical, state-specific guidance to help build strong, organized cases.

Missouri: From tornadoes to severe flooding, property owners face frequent natural disasters. Our team provides guidance on navigating appraisal disputes and securing fair settlements in these high-stakes situations.

Illinois: With dense urban markets like Chicago and unique challenges in suburban and rural areas, appraisal disputes can get complicated. We bring localized knowledge to streamline claims and prevent underpayment.

New York: Claims in New York often involve high-value residential and commercial properties, from multi-unit buildings in New York City to storm and hail damage upstate.

Whether you're dealing with new technologies or navigating tough negotiations, we're here to support your success in every claim.

Fighting for Policyholders. Delivering Results.



Navigating the Florida Market Claims

Florida’s appraisal process comes with its own rules, and they can be tricky if you’re used to other states. At Vargas Gonzalez Delombard, we break it all down so you can focus on getting fast, full compensation for your clients - without missing a beat.

A key case you should know is **State Farm Fla. Ins. Co. v. Parrish** (2021). Florida’s court made it clear that appraisers can’t decide questions of coverage or cause of loss—that’s for the courts. Appraisers are limited to determining the amount of loss. That means it’s more important than ever to separate damage valuation from coverage issues early in the process. If this isn’t handled correctly, it can stall your claim or send it to court unnecessarily.

In Florida, appraisals often begin early. The timeline is strict, and missing a deadline can hurt your client’s recovery. We help you stay ahead of these requirements - from documentation to compliance - guiding you step-by-step to avoid setbacks. The state also emphasizes transparency and fair market value. That means more inspections, more paperwork, and faster turnaround. We cut through the legal clutter with clear, practical guidance in plain English - no confusing legal jargon. Small delays or missteps can cost serious time and money. Our hands-on legal support keeps you on track, lowers risk, and makes sure your claim meets Florida’s high standards.

You’re dealing with real-world issues - insurer delays, shifting market conditions, and high expectations. We bring Florida-specific insight and tested strategies that help you respond fast and advocate confidently.

State-by-State Insight: Key Legal Differences

Florida: Requires fast action, clear documentation, and close attention to timelines. We help you stay compliant and ahead of deadlines.

Texas: Focuses on fairness but varies by region. We support you through complex claims and insurer negotiations.

Colorado: Demands detailed proof and compliance. Our team ensures your case meets local building codes and legal requirements.

Missouri: Brings unique rules and insurer practices. We guide you through shifting requirements and help resolve disputes efficiently.

Illinois: Requires strict adherence to statutes and insurer procedures. We help you navigate push-back and secure fair outcomes.

New York: Brings added complexity with high-value claims in dense urban markets like NYC and weather-driven losses upstate.



Mastering the Texas Appraisal Process

Texas has its own playbook when it comes to property damage claims. The rules might seem straightforward, but in reality, they can shift fast. At Vargas Gonzalez Delombard, we support public adjusters with clear, strategic legal guidance tailored to Texas’s unique processes.

A key case, **In re Universal Underwriters of Tex. Ins. Co., 345 S.W.3d 404, 54 Tex. Sup. Ct. J. 931** (Tex. 2011), made it clear that Texas courts will enforce appraisal clauses - even when there’s a disagreement about the cause of the damage. The court ruled that as long as there’s a valid appraisal clause, the process can move forward, and coverage disputes don’t block the appraisal from happening. This means timing and documentation matter more than ever, especially if you want to avoid unnecessary delays.

In Texas, the appraisal process moves quickly. From the start, adjusters are expected to complete thorough inspections, compile detailed reports, and meet strict deadlines. Missing a step - or submitting the wrong form - can bring a claim to a halt. That’s where we come in. We help review, organize, and submit your documentation correctly, so everything stays on track.

Texas also puts a big emphasis on evidence-based claims. Every estimate has to directly connect to real, verifiable damage. If an insurer pushes back, we’re ready to help you respond with solid legal reasoning, clear facts, and a calm, professional tone. Whether you’re handling hail, wind, or water damage, we know the state’s legal expectations and how to meet them.

Another challenge in Texas is dealing with third-party experts. Insurance companies often bring them in early, and their input can shift the tone or direction of a claim. We help you manage those interactions and make sure your client’s side is represented clearly and strongly throughout.

At Vargas Gonzalez Delombard, we’re not just here to interpret the law - we’re here to help you move through the process with confidence. Let’s connect and put a smart strategy behind your next Texas claim.

Fighting for Policyholders. Delivering Results.



New York Appraisal Clause Case Law & Procedures

This section explains how New York handles appraisal clauses in property insurance disputes. These clauses are common in insurance policies and are used to settle arguments about the amount of loss or damage. They are different from arbitration agreements. Under New York law, appraisals can decide things like the actual cash value, replacement cost, and how much damage there is. They **cannot** decide if the policy covers the loss. Only the courts can decide coverage.

Several cases show this rule. In *re Delmar Box Co.* (1955), the court said appraisals are only for setting value. In *Lee v. Hamilton Fire Ins. Co.* (1929), appraisers could not decide if a fire destroyed the entire property. In *Allstate Ins. Co. v. Kleveno* (1981), the court said appraisal is not arbitration because appraisers cannot decide liability.

Either side can ask the court to order an appraisal, and if the appraisers do not agree, the court can appoint an umpire to decide (**Sigelman v. Travelers Fire Ins. Co.**, 1951). However, courts cannot turn an appraisal result into a judgment unless both sides agree.

An appraisal decision is final unless there is fraud, dishonesty, or a failure to follow the policy rules. Courts can throw out awards if appraisers go beyond their job, like in *Merrimack Mut. Fire Ins. Co. v. Seibert* (2011). Mortgage holders have their own rights in appraisals and must be given notice (*Olson v. Eastern Mut. Ins. Co.*, 2016). Timing matters too, asking for an appraisal too early, before giving enough proof of loss, can be a problem.

Experts note that appraisal is a process separate from arbitration. Sometimes, it must happen before a lawsuit can be filed. Following the rules on time and being fair is important. Different states have different details, but in New York, the main rule is that appraisal is only for deciding value—not coverage or cause.

Key Takeaway: In New York, appraisal is a tool to figure out how much a loss is worth. It's not for deciding if the loss is covered, and it works under strict rules.



Illinois Appraisal Clauses: Valuation-Only, Not Coverage

This section explains how Illinois handles appraisal clauses in property insurance disputes. These clauses are common in insurance policies and are used to settle arguments about how much a loss is worth. They do not decide if the insurance will cover the loss or who is responsible. Appraisers figure out the value, but only the courts can decide coverage, rules in the policy, and what caused the damage.

Illinois courts make a clear difference between appraisal and arbitration. Appraisal is only for setting the value of the loss. Arbitration can decide bigger issues. In **Trinity Bible Baptist Church v. Federal Kemper Ins. Co.** (1989), the court said appraisers cannot decide the cause of the loss or coverage. In *Certain Underwriters at Lloyd's, London v. Sword Blades, Inc.* (2010), the court repeated that appraisal is not the place for causation or coverage disputes.

A court can order an appraisal if the policy requires it and rules—like asking on time—are followed. If the two appraisers cannot agree, they can choose an umpire to decide. Courts will not make an appraisal result into a legal judgment unless both sides agree or the law says they can. An appraisal decision is final unless it is unfair, dishonest, or breaks the policy's rules. In *Lundstrom v. Illinois Farmers Ins. Co.* (2009), the court kept the award because both sides had a fair chance to present their case. In *Dolezal v. Illinois Farmers Ins. Co.* (2008), the court canceled the award because the appraisers went beyond their job and decided what caused the loss.

Appraisal is a quick, lower-cost way to settle value disputes, but it has limits. Problems can come up if one side waits too long to ask for it, disagrees about what it covers, or wants to pause until the coverage question is answered.

Key Takeaway: In Illinois, appraisal is a fast way to decide how much a loss is worth, but the courts decide if it is covered by insurance.



Understanding Appraisal Nuances in Colorado

Appraisals in Colorado can get tricky. The rules look simple on paper, but there are a lot of local details public adjusters need to know. At Vargas Gonzalez Delombard, we help you navigate the process with support that's actually useful in the field.

One important case to know is **Auto-Owners Ins. Co. v. Summit Park Townhome Association** (2016). The Colorado Supreme Court made it clear: appraisers can decide the value of a loss even when there's a dispute about the cause, but they can't cross into coverage decisions. That's a big deal and something every adjuster should keep in mind.

Unlike other states, Colorado leans more on independent appraisers and court-approved experts. That means clean documentation, strong inspection records, and knowing how local codes or elevation risks impact a claim. If the paperwork's messy, the whole process slows down.

We help public adjusters stay ahead by breaking down what the law actually requires, sharing best practices for inspections, and giving you tools to stay organized. From Denver to smaller towns, we help you get through the process faster and smarter.

Need backup on a tough claim? Let's connect. We're not just lawyers - we're a real partner in your workflow.



Missouri's Rule on Appraisals: Value First, Coverage in Court

This section explains how Missouri uses appraisal clauses in property insurance disputes. In Missouri, these clauses are only for deciding how much a loss is worth. They do not decide if the insurance will cover the loss. Appraisers figure out the value, while courts decide if the policy covers it and who is responsible.

Missouri courts make a clear difference between appraisal and arbitration. In **Hawkinson Tread Tire Service Co. v. Indiana Lumbermens Mutual Insurance Co.** (1952), the state's highest court said appraisers cannot decide coverage questions. In *Leone v. State Farm Fire & Casualty Co.* (2008), the court again said that appraisal is not the place to argue about what caused the loss. If the policy says so, a party can request an appraisal, but they must follow the rules, like making the request on time. If the appraisers can't agree, they can choose an umpire to make the final decision. Courts will not turn an appraisal result into a judgment unless both sides agree or the law allows it.

Appraisal results are final unless there is fraud, unfairness, or a big rule violation. In *Leone*, the court kept the award because both sides had a fair chance to share their evidence. In other cases, courts threw out the results when appraisers went beyond their job.

Appraisals can be a quick and cheaper way to settle arguments about value, but they have limits. Many disputes are about whether a party waited too long to ask for an appraisal or if it should be put on hold until the coverage question is answered.

Key Takeaway: In Missouri, appraisal clauses help figure out how much a loss is worth, but only the courts can decide if the loss is covered by insurance.



Vargas Gonzalez Delombard

ATTORNEYS AT LAW

www.vargasgonzalez.com



Leveraging Legal Expertise for Appraisal Success

Public adjusters and property managers are key to fair, efficient appraisals. At Vargas Gonzalez Delombard, we work with you across Florida, Texas, Colorado, Missouri, Illinois, and New York to overcome state-specific challenges and secure better outcomes for clients.

Florida has one of the busiest appraisal systems, with strict timelines and a clear split between valuation and coverage. We help you stay compliant and on schedule to protect recovery.

Texas offers flexibility but brings obstacles like variable committees and tougher negotiations. We streamline the process so claims move forward without delays.

Colorado combines urban and rural claims with strict rules. We support cases impacted by wildfires, storms, and remote locations with practical strategies.

Missouri's framework often depends on local court rulings and changing insurance practices. We help you stay compliant, avoid disputes, and keep claims moving.

Illinois demands close attention to statutes and insurer tactics, especially for large claims. We guide you through pushback and procedures to achieve fair results.

New York adds complexity with dense urban claims and multi-unit properties. From hail upstate to fire and water losses in NYC, we help you meet requirements and resolve disputes.

Across all states, one thing is constant: clear legal guidance ensures fair compensation. We simplify processes, support your team, and keep claims on track.

Fighting for Policyholders. Delivering Results.

