204 S.W.3d 897 (2006)

Becky Ann JOHNSON, Appellant,
v.
STATE FARM LLOYDS, Appellee.

No. 05-05-00640-CV.

Court of Appeals of Texas, Dallas.

October 27, 2006.

898 *898 Russell J. Bowman, Scott, Bowman & Stella, Dallas, for Appellant.

Julia Dobbins, John Christopher Nickelson, Shannon, Gracey, Ratliff & Miller, L.L.P., Fort Worth, for Appellee.

Before Justices WHITTINGTON, BRIDGES, and LANG-MIERS.

OPINION

Opinion by Justice LANG-MIERS.

We deny State Farm Lloyds' motion for rehearing. On our own motion, we withdraw our opinion of July 25, 2006 and vacate our judgment of that date. This is now the opinion of the Court.

This case involves the determination of whether the meaning of the term "amount of loss" in an appraisal clause of a homeowner's insurance policy includes the *extent* of loss and whether the insured can compel the insurer to appraisal when there is a dispute about the *extent* of loss.

This dispute arose after the roof of Becky Ann Johnson's home was damaged by hail in April 2003. State Farm Lloyds inspected the property and concluded that only the ridgeline of Johnson's roof was damaged by hail. State Farm estimated repairs at $499.50, which was less than Johnson's deductible, and declined any payment on the claim. At Johnson's request, State Farm conducted a second inspection. The result was the same. Johnson argued the entire roof needed to be replaced and submitted an estimate for the repairs of over $6,400. She also hired an attorney who wrote State Farm demanding it submit to the appraisal process pursuant to the policy's appraisal clause. State Farm declined, stating that the parties' disagreement about the extent of the hail damage was a coverage issue that could not be decided by appraisal.

899 Johnson filed a declaratory judgment action seeking to compel State Farm to submit to an appraisal pursuant to the policy State Farm issued to her. Both *899 parties moved for summary judgment.[1] The trial court agreed with State Farm, granted its motion for summary judgment, and denied Johnson's motion.

We conclude the dispute between Johnson and State Farm concerns the amount of loss and that the appraisal clause applies. We further conclude the trial court erred by granting summary judgment in favor of State Farm. Accordingly, we reverse the trial court's order granting summary judgment in favor of State Farm and denying Johnson's motion. We render judgment granting Johnson's motion. We remand the issue of Johnson's request for attorney's fees.

STANDARDS OF REVIEW

A. Summary Judgment

We review the trial court's summary judgment de novo. *Tittizer v. Union Gas Corp.*, 171 S.W.3d 857, 860 (Tex.2005); *Provident Life & Accident Ins. Co. v. Knott*, 128 S.W.3d 211, 215 (Tex.2003). When both parties move for summary judgment, each bears the burden of establishing it is entitled to judgment as a matter of law. *City of Garland v. Dallas Morning News*, 22 S.W.3d 351, 356 (Tex. 2000). If the trial court grants one motion and denies the other, the non-prevailing party may appeal the granting of the prevailing party's motion as well as the denial of its own motion. *Holmes v. Morales*, 924 S.W.2d 920, 922 (Tex.1996). We

review the summary judgment evidence presented by both parties and determine all questions presented. *Dallas Morning News*, 22 S.W.3d at 356. We may affirm the trial court's summary judgment or reverse and render the judgment the trial court should have rendered. *Morales*, 924 S.W.2d at 922; *Jones v. Strauss*, 745 S.W.2d 898, 900 (Tex.1988).

B. Contract Terms

We review a trial court's interpretation of a contract de novo. *Coker v. Coker*, 650 S.W.2d 391, 393 (Tex.1983); *First Trust Corp. TTEE FBO v. Edwards*, 172 S.W.3d 230, 233-34 (Tex.App.-Dallas 2005, pet. denied). When interpreting the terms of an insurance contract, we follow the general rules of contract construction. *State Farm Life Ins. Co. v. Beaston*, 907 S.W.2d 430, 433 (Tex.1995). Our primary concern is to ascertain the true intent of the parties as expressed in the written contract. *Nat'l Union Fire Ins. Co. v. CBI Indus., Inc.*, 907 S.W.2d 517, 520 (Tex.1995); *Vincent v. Bank of Am., N.A.*, 109 S.W.3d 856, 866 (Tex.App.-Dallas 2003, pet. denied). If the contract can be given an exact or certain legal interpretation, we must interpret the insurance policy's meaning and intent from its four corners. *Houston Lighting & Power Co. v. Tenn-Tex Alloy & Chem. Corp.*, 400 S.W.2d 296, 300 (Tex.1966); *La. Nat'l Gas Pipeline, Inc. v. Bludworth Bond Shipyard, Inc.*, 900 875 S.W.2d 458, 461 (Tex.App.-Houston [1st Dist.] 1994, writ denied); *Carrabba v. Employers Cas. Co.*, 742 S.W.2d 709, 716 (Tex.App.-Houston [14th Dist.] 1987, no writ).

C. Compelling Appraisal

Parties may be compelled to appraisal where they fail to agree on the amount of loss of a covered claim. *Standard Fire Ins. v. Freiman*, 514 S.W.2d 343, 344-46 (Tex.Civ.App.-Houston [14th Dist.] 1974, no writ).

ANALYSIS

Both parties agree that appraisal can be compelled but disagree that it can be compelled in this case. As a result, the issue we decide is whether the dispute in this case, the extent of loss from hail damage, is subject to appraisal as provided in the policy.

A. Policy Terms

At issue is how the following appraisal clause in the homeowner's insurance policy that State Farm issued to Johnson is interpreted and applied:

> SECTION I — CONDITIONS
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> * * *
>
> 4. Appraisal. If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, disinterested appraiser. Each shall notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire. The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss. Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.

B. Johnson's Contention

Johnson contends this appraisal clause requires State Farm to submit to the appraisal process because their dispute concerns the amount of loss sustained as a result of hail damage, not whether the hail damage was covered by the policy. Johnson argues that "the amount of loss" includes a dispute over the extent of the damage as well as a determination of what it will cost to fix the damage.

C. State Farm's Contention

State Farm argues that it does not have to submit to the appraisal process unless the parties first agree on causation, coverage, and liability. It contends it is not required to submit to an appraisal in this case because whether the hail damaged only the ridgeline of the roof, as State Farm contends, or the entire roof, as Johnson contends, is a causation, coverage, and liability issue not an issue concerning 901 the amount of loss.[2] It argues that deciding the extent of the loss involves decisions about causation, coverage, and liability that cannot be made pursuant to the appraisal clause. According to State Farm's interpretation of the appraisal clause, Johnson and State Farm must first agree on which specific shingles were