Affirmed and Opinion Filed January 7, 2026

In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-24-00128-CV

OAKS ON THE LANE CONDOMINIUM ASSOCIATION, Appellant
V.
UNITED SPECIALTY INSURANCE COMPANY, Appellee

On Appeal from the 68th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-22-05281

MEMORANDUM OPINION

Before Justices Garcia, Miskel, and Lee
Opinion by Justice Miskel

This appeal arises from an insurance dispute following a June 2019 storm. Appellant Oaks on the Lane Condominium Association submitted a claim to its insurer, appellee United Specialty Insurance Company, seeking coverage for alleged storm damage to its condominium buildings. In January 2020, USIC denied the claim. After the Association provided additional information, USIC issued a follow-up letter in January 2021 reiterating that its prior claim decision "remains unchanged." The Association later sued USIC, asserting breach-of-contract and extracontractual claims. USIC moved for traditional summary judgment on

limitations, which the trial court granted, dismissing the Association's claims with prejudice. The Association appeals.

This case turns on the question of whether USIC's January 2020 letter constituted a clear denial of the Association's claim, and whether anything that followed restarted the limitations period. We conclude as a matter of law that the January 2020 letter denied the claim and that USIC's subsequent communications did not withdraw or alter that denial. Because the limitations period began running in January 2020 and never restarted, the trial court properly granted summary judgment. We therefore affirm the trial court's judgment.

I. Background

The Policy and the Claim

The Association purchased an insurance policy from USIC covering all buildings at its condominium complex in Dallas. The policy provided coverage for certain property damage, subject to exclusions, conditions, and a $100,000 per-occurrence deductible applicable to the loss at issue. The policy also required that any legal action against USIC related to the policy be brought "within two (2) years and one (1) day after the date on which the cause of action accrues."

The Association alleges that a storm involving hail, wind, and rain damaged the property on June 9, 2019, during the policy period. In September 2019, the Association submitted a claim under the policy seeking coverage for storm-related damage. Although the claim itself is not in the record, the Association represents

that it sought coverage for both hail and wind damage. In response to the claim, USIC retained Strata Claims Management, LLC as its third-party administrator and Rimkus Consulting Group, Inc. to inspect the property.

USIC's 2020 Claim Denial

On January 27, 2020, USIC emailed the Association a letter advising that it would make no payment on the claim. The letter explained that USIC's consultant found no hail damage to the property and concluded that the observed roof conditions were attributable to age and weathering rather than the reported June 2019 storm. USIC therefore denied coverage and stated that it was "unable to make a payment," while noting that it would consider additional information the Association believed brought the claim within coverage.

Subsequent Investigation and Estimates

The Association provided USIC with engineering reports prepared by CASA Engineering, including a December 2019 report concluding there was substantial evidence of hail damage requiring roof replacement.

USIC retained another engineering consultant, J.S. Held LLC, which inspected the property and issued a report in June 2020. J.S. Held concluded that while small hail had impacted the property within the prior 18–24 months, it lacked the size or energy to damage the roofs. J.S. Held also identified approximately fifty-eight shingles on five buildings that were missing or torn in a manner consistent with wind forces or wind-borne debris on the reported date of loss and recommended

replacing those shingles. USIC retained Engle Martin & Associates, LLC to estimate the cost of repairing the wind-related shingle damage identified by J.S. Held. In October 2020, Engle Martin issued an estimate of $1,907.58, expressly disclaiming any promise or agreement of payment.

The Association also provided USIC with an engineering report prepared by SRI Consultants, Inc. At USIC's request, J.S. Held prepared a January 2021 addendum performing a desktop review of SRI's findings.

USIC's 2021 Letter

On January 26, 2021, USIC sent the Association an update letter regarding the claim. The letter reiterated that the claim had been denied in January 2020 and summarized USIC's review of the additional engineering reports and estimates obtained since that time. USIC stated that there was no evidence of hail damage from the June 2019 storm and that any minor wind damage possibly resulting from that storm could be repaired for less than $2,000—far below the policy's $100,000 deductible. USIC expressly stated that "our previous claim decision remains unchanged."

The Lawsuit and Summary Judgment

The Association sued USIC on May 17, 2022. Its petition asserted claims for breach of contract, violations of the Texas Insurance Code,[1] violations of the Texas

[1] *See* TEX. INS. CODE ANN. § 541.051, § 541.060(a)(1)–(a)(4), (a)(7), § 541.061, § 542.058.

Deceptive Trade Practices Act,[2] and breach of the common-law duty of good faith and fair dealing. The Association pleaded it was seeking "monetary relief over $1,000,000.00, exclusive of interest and costs"[3] and presented a $4,560,154.92 estimate for its claimed property damage. The Association sought actual damages, treble and exemplary damages[4] on its statutory claims, attorney's fees,[5] costs, and statutory, pre-, and post-judgment interest.

USIC answered and later asserted the affirmative defense of limitations, contending that the Association failed to file suit within two years and one day after its claims accrued. USIC moved for traditional summary judgment on limitations, arguing that the Association's claims accrued no later than January 27, 2020, when USIC denied the claim, and that the May 17, 2022 lawsuit was therefore untimely. USIC further argued that the Association's extracontractual claims were subject to two-year statutes of limitation and were likewise barred.

In response, the Association argued that limitations ran from the later of the insurer's full denial, a change in position, or payment of additional damages, and that USIC's January 26, 2021 letter reset the limitations period. The Association also

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[2] *See* TEX. BUS. & COM. CODE ANN. § 17.50(a)(1)–(a)(3).

[3] *See* TEX. R. CIV. P. 47(c)(4).

[4] *See* INS. § 541.152(a)–(b); BUS. & COM. § 17.50(b).

[5] *See* TEX. CIV. PRAC. & REM. CODE ANN. § 38.001(b)(8); INS. § 541.152(a)(1), § 542.060; BUS. & COM. § 17.50(d).

asserted that the January 2021 letter contained new misrepresentations giving rise to independent extracontractual injuries.

Trial Court's Ruling

After a hearing, the trial court granted USIC's motion for summary judgment and dismissed the Association's claims with prejudice. This order by the trial court disposed of all claims and parties in this case and therefore is a final judgment. *See re Guardianship of Jones*, 629 S.W.3d 921, 924 (Tex. 2021) (per curiam). The Association's motion for new trial and for reconsideration was overruled by operation of law and later expressly denied. The Association timely perfected this appeal.

II. Standard of Review

We review a trial court's summary judgment de novo, taking as true all evidence favorable to the nonmovant and indulging every reasonable inference and resolving doubts in the nonmovant's favor. *First Sabrepoint Capital Mgmt., L.P. v. Farmland Partners Inc.*, 712 S.W.3d 75, 84 (Tex. 2025) A defendant moving for traditional summary judgment on the affirmative defense of limitations bears the burden to conclusively establish each element of that defense, including when the plaintiff's cause of action accrued. *Schlumberger Tech. Corp. v. Pasko*, 544 S.W.3d 830, 833–34 (Tex. 2018) (pe curiam); *see also* TEX. R. CIV. P. 166a(b), (c). If the movant meets that burden, the nonmovant must then present evidence raising a fact issue. *Farmland Partners*, 712 S.W.3d at 84–85.

III. The Trial Court Did Not Err in Granting USIC's Motion for Summary Judgment on Limitations

In its first issue, the Association asserts that its breach of contract and extracontractual causes of action did not accrue on January 27, 2020 (the date of USIC's first letter), and thus the trial court erred when it granted USIC's motion for summary judgment against these causes of action based upon the limitations period commencing in January 2020. The Association's second issue asserts that its extracontractual misrepresentation causes of action were based on alleged material misrepresentations made in January 2021 (in the second letter) to deny payment to the Association within the limitations period, and thus the trial court erred when it granted USIC's motion for summary judgment against these causes of action based upon the limitations period commencing in January 2020. We rule against the Association on both these issues.

A. Applicable Law

1. Limitations periods

The policy requires that legal actions against USIC related to the policy be brought "within two (2) years and one (1) day after the date on which the cause of action accrues." Such contractual limitations provisions are valid and enforceable under Texas law. *See* CIV. PRAC. & REM. § 16.070(a); *Davis v. Homeowners of Am. Ins. Co.*, No. 05-24-00035-CV, 2025 WL 1031926, at *3 (Tex. App.—Dallas Apr. 7, 2025, no pet.) (mem. op.).

The Association's extracontractual claims—for breach of the duty of good faith and fair dealing, violations of the Insurance Code, and violations of the DTPA—are likewise governed by a two-year statute of limitations. *See* CIV. PRAC. & REM. § 16.003(a); INS. § 541.162(a); BUS. & COM. § 17.565; *Jackson v. Gainsco, Inc./Gainsco Auto Ins.*, No. 05-16-01190-CV, 2018 WL 2979960, at *3 (Tex. App.—Dallas June 14, 2018, pet. denied)) (mem. op.). Although Chapter 542, Subchapter B, of the Insurance Code (the Texas Prompt Payment of Claims Act) does not expressly provide a limitations period, the Association does not contend that a four-year statute applies to its prompt-payment claims, nor has it briefed that question.[6] Accordingly, we will assume—consistent with the parties' arguments—that a two-year limitations period applies to those claims as well.

2. Accrual date

When a cause of action accrues is generally a question of law. *Provident Life & Acc. Ins. Co. v. Knott*, 128 S.W.3d 211, 221 (Tex. 2003). Under Texas law, a cause of action accrues—and limitations begin to run—when facts come into existence that authorize a claimant to seek a judicial remedy, that is, when the defendant's wrongful act causes a legal injury. *See id.* at 221; *Murray v. San Jacinto Agency, Inc.*, 800 S.W.2d 826, 828 (Tex. 1990).

[6] *See Olivarez v. Lloyds*, No. 7:14–CV–896, 2015 WL 12552011, at *3 (S.D. Tex. Sept. 22, 2015) (discussing courts' assessments of the TPPCA limitations period).

An insured's cause of action for breach of the duty of good faith and fair dealing accrues when the insurer wrongfully denies coverage. *See Murray*, 800 S.W.2d at 827–28.[7] At that moment, the insurer's wrongful conduct first causes harm to the insured, and limitations begin to run. *Id.* at 828. The fact that damages may continue to develop afterward does not prevent limitations from starting to run. *Id*.; *Knott,* 128 S.W.3d at 221. This accrual rule also applies to claims for breach of the insurance contract and to extracontractual claims under the Insurance Code and the DTPA. *See Knott*, 128 S.W.3d at 221 (Insurance Code and DTPA); *Stewart Title Guar. Co. v. Hadnot*, 101 S.W.3d 642, 645 (Tex. App.—Houston [1st Dist.] 2003, pet. denied) (breach of insurance contract); *cf*. *Archer v. Tregellas*, 566 S.W.3d 281, 288 (Tex. 2018) (breach of contract).

For accrual purposes, an insurer need not use "magic words" to deny a claim if the insurer clearly communicates, in writing, that it will not pay the claim and the reasons for that determination. *See id*.; *Knox Mediterranean Foods, Inc. v. Amtrust Fin. Servs.*, No. 05-21-00296-CV, 2022 WL 2980705, at *4 (Tex. App.—Dallas July 28, 2022, no pet.) (mem. op.); *Kessler v. Allstate Fire and Cas. Ins. Co.*, No. 02-22-

[7] The Texas Supreme Court has suggested that, when there is no outright denial of a claim, the accrual date "should be a question of fact to be determined on a case-by-case basis." *Knott*, 128 S.W.3d at 221–22 (citing *Murray*, 800 S.W.2d at 828 n. 2). This Court and at least four of our sister courts, however, have recognized that this statement from footnote 2 of *Murray* is dicta rather than binding precedent. *See Jackson*, 2018 WL 2979960, at *5 n.2; *Abedinia v. Lighthouse Prop. Ins. Co*., No. 12-20-00183-CV, 2021 WL 4898456, at *4 (Tex. App.—Tyler Oct. 20, 2021, pet. denied) (collecting cases).

00440-CV, 2023 WL 5615808, at *4 (Tex. App.—Fort Worth Aug. 31, 2023, no pet.) (mem. op.); *Jackson*, 2018 WL 2979960, at *3–4.

3. Restarting the limitations period

In limited circumstances, some Texas state and federal courts have concluded that an insurer may restart the limitations period by expressly or impliedly withdrawing its prior denial, for example, by making an additional payment or otherwise taking action inconsistent with that denial. *Janise v. United Prop. & Cas. Ins. Co.*, No. 1:20-CV-00378-MAC, 2020 WL 8832451, at *5 (E.D. Tex. Dec. 9, 2020) (recommendation of Mag. J) (applying Texas law), *report and recommendation adopted in part*, No. 1:20-CV-00378, 2021 WL 389084 (E.D. Tex. Feb. 3, 2021); *see also Pace v. Travelers Lloyds of Tex. Ins. Co.*, 162 S.W.3d 632, 634–35 (Tex. App.—Houston [14th Dist.] 2005, no pet.). Cases finding a restarted limitations period typically involve a genuine change in the insurer's position, such as reopening the claim and paying additional benefits. *See, e.g.*, *Janise*, 2020 WL 8832451, at *5; *Pena v. State Farm Lloyds*, 980 S.W.2d 949, 954 (Tex. App.—Corpus Christi 1998, no pet.); *Life in Christ Fellowship of Abilene v. Allied Prop. & Cas. Ins. Co.*, 1:17-CV-0117-BL, 2018 WL 1157764, at *7 (N.D. Tex. Jan. 9, 2018) (recommendation of Mag. J.), *report and recommendation accepted*, No. 17-CV-0117-C, 2018 WL 1157944 (N.D. Tex. Sept. 2, 2018).

But Texas courts have consistently distinguished those circumstances from cases in which an insurer merely reinvestigates or reaffirms a prior denial.

Reinvestigation alone, even when prompted by additional information from the insured, does not restart limitations absent a withdrawal or alteration of the original denial. *See Knox Mediterranean Foods*, 2022 WL 2980705, at *4; *Mangine v. State Farm Lloyds*, 73 S.W.3d 467, 471 (Tex. App.—Dallas 2002, pet. denied); *see also Abedinia v. Lighthouse Prop. Ins. Co.*, No. 2-20-00183-CV, 2021 WL 4898456, at *4 (Tex. App.—Tyler Oct. 20, 2021, pet. denied) (mem. op.); *Sheppard v. Travelers Lloyds of Tex. Ins. Co.*, No. 14-08-00248-CV, 2009 WL 3294997, at *7 (Tex. App.—Houston [14th Dist.] Oct. 15, 2009, pet. denied) (mem. op.); *Pace*, 162 S.W.3d at 633–34; *Smith v. Travelers Cas. Ins. Co. of Am.*, 932 F.3d 302, 314–316 (5th 2019); *De Jongh v. State Farm Lloyds*, 664 Fed. Appx. 405, 409 (5th Cir. 2016) (per curiam); *Grayson v. Lexington Ins. Co.*, No. G-15-120, 2016 WL 4733447, at *2 (S.D. Tex. Sept. 12, 2016).

B. The Association's Claims Accrued in 2020 and the Limitations Period Did Not Restart

1. USIC Conclusively Established that the Association's Claims Accrued in 2020

The Association sued USIC on May 17, 2022, *more* than two years after USIC's January 27, 2020 letter denying the claim, but *less* than two years after USIC's January 26, 2021 follow-up letter. Accordingly, our resolution of the Association's first issue turns on whether USIC conclusively established that the Association's causes of action accrued on January 27, 2020. *See Schlumberger*, 544 S.W.3d at 833.

To meet its summary-judgment burden, USIC relied on an unsworn declaration[8] from Timothy E. Drake, a custodian of records for Clearwater Risk Insurance Programs, LLC, which owns Strata, USIC's third-party administrator. Drake's declaration authenticated the policy and attached copies of USIC's January 27, 2020 cover email and accompanying letter. Drake further stated that, "[f]ollowing the January 27, 2020, claim decision that advised [the Association] that no payment would be made by USIC in response to [the claim], USIC never changed its 'no-payment' position. Nothing was paid to [the Association] in response to [the claim]."

USIC's 2020 letter stated that its consultant "did not find any hail damage to the property," and "thus we are unable to make a payment." Although the letter also expressed regret that USIC could not provide a more favorable response, it unmistakably communicated that the claim would not be paid. The Association contends that this letter "failed to outright deny" its "entire claim" because it did not specifically address alleged wind damage. Citing § 541.060 of the Insurance Code, the Association argues that this omission rendered the letter insufficient to trigger accrual. We disagree. Accrual turns on the insurer's refusal to pay, not on whether the insurer addressed every asserted theory of coverage. *See Murray*, 800 S.W.2d at 829 ("A first party claim . . . accrues when an insurer unreasonably fails to pay an

[8] *See* TEX. CIV. PRAC. & REM. CODE ANN. § 132.001.

insured under the policy. The injury producing event is the denial of coverage."); *Sheppard*, 2009 WL 3294997, at *3 ("The absence of a written notice . . . containing the reasons for rejecting his claim may or may not be a statutory violation. Accrual under the legal injury rule is a separate issue."). The January 2020 letter did not "string [the Association] along without denying or paying a claim." *Cf. Murray*, 800 S.W.2d at 828 n.2. Instead, it unambiguously advised that USIC would not pay the claim and explained the basis for that decision. That is sufficient to trigger accrual. *See Knott*, 128 S.W.3d at 222; *Kessler*, No. 02-22-00440-CV, 2023 WL 5615808, at *4; *Sheppard*, 2009 WL 3294997, at *6. That the letter focused on hail damage and did not separately discuss wind damage does not change the accrual analysis. Once an insured knows the insurer will not pay the claim, the insured has sufficient facts to seek a judicial remedy. *See Jackson*, 2018 WL 2979960, at *3; *see also Fernandez v. Mut. of Omaha Ins. Co.*, No. H–13–3558, 2014 WL 3729639, at *4 (S.D. Tex. July 25, 2014), *aff'd*, 630 Fed. Appx. 232 (5th Cir. 2015) (per curiam); *Ocotillo Real Estate Investments I LLC v. Lexington Ins. Co*., No. 3:14-CV-3259-N, 2015 WL 11120866, at *3 (N.D. Tex. Sept. 9, 2015).

The Association also argues that the claim did not accrue in 2020 because USIC did not expressly close the claim file. *See Kessler,* 2023 WL 5615808, at *4 (Even without an "outright denial," "closing [the insured's] file was an objectively verifiable event that unambiguously demonstrated [the insurer's] intent not to pay any further on the claim."). But closing a file is not required. An insurer's claim

decision triggers accrual when it clearly indicates that no payment will be made, whether or not the file is formally closed. *See Jackson*, 2018 WL 2979960, at *3. Here, USIC's January 27, 2020 letter unambiguously denied the Association's claim. The Association's causes of action therefore accrued on that date. *See Knott*, 128 S.W.3d at 221; *Murray*, 800 S.W.2d at 828; *Jackson*, 2018 WL 2979960, at *3. It is undisputed that the Association did not file suit until May 17, 2022, more than two years and one day later. Accordingly, USIC conclusively established its affirmative defense of limitations as a matter of law. *See Farmland Partners*, 712 S.W.3d at 84.

2. The Association did not Raise a Fact Issue that the Limitations Period Restarted

Because USIC conclusively established an accrual date in 2020, the burden shifted to the Association to raise a fact issue that the limitations period restarted. *See Farmland Partners*, 712 S.W.3d at 84–85.

The Association argues that USIC changed its position in 2021 by recognizing covered wind damage, estimating that damage, and shifting the basis for nonpayment from a lack of coverage to a deductible-based determination. The Association relies on engineering reports generated after the 2020 denial and on USIC's January 2021 letter discussing "minor wind damage." According to the Association, this evidence gives rise to "multiple material fact issues" precluding summary judgment on USIC's limitations defense. Even viewing this evidence in

the light most favorable to the Association, it does not raise a fact issue that USIC withdrew its prior denial.

USIC's 2021 letter did not concede that the identified wind damage resulted from the 2019 storm. Rather, the letter stated only that the "minor wind damage" was "possibly the result of" or "may have resulted from" that event. Nor did USIC ever pay any portion of the claim. The policy provides that USIC "will not pay for loss or damage to which the deductible applies until the amount of loss or damage . . . exceeds the specified deductible amount," and USIC consistently maintained that no payment was owed. Under the governing standard, the Association has not shown that USIC's 2021 letter materially withdrew or changed its prior denial simply by confirming that the cost of repairing any "minor wind damage" to the property was less than the policy's $100,000 per-occurrence deductible.

The Association's reliance on Engle Martin's October 2020 estimate likewise does not create a fact issue. The estimate expressly disclaimed any promise or agreement of payment and stated that all coverage and payment decisions remained with USIC. USIC's preparation of an estimate, without payment and without withdrawal of the prior denial, was not an action inconsistent with its denial so as to restart the limitations period.

Most importantly, USIC's 2021 letter expressly reaffirmed that its original 2020 claim decision "remains unchanged." In sum, the Association's evidence shows no more than continued investigation and explanation of USIC's original

decision. *See, e.g., Pace*, 162 S.W.3d at 635; *Janise*, 2020 WL 8832451, at *5; *Rodriguez v. State Farm Lloyds*, No. 5:17-CV-161, 2018 WL 3966270, at *3 (S.D. Tex. Aug. 17, 2019). It does not raise a fact issue that USIC withdrew or changed its denial or took any action inconsistent with it. Accordingly, the Association failed to raise a material fact issue defeating USIC's limitations defense.

We overrule the Association's first issue.

C. The Association's Misrepresentation Claims Also Accrued in 2020

In its second issue, the Association argues that USIC first "made material misrepresentations" in its January 26, 2021 letter, and that those alleged misrepresentations gave rise to independent extracontractual injuries subject to a later accrual date. We disagree.

As discussed above, a cause of action accrues—and the limitations period begins to run—when the plaintiff first suffers a legal injury, not when additional damages are later sustained. *Murray*, 800 S.W.2d at 828. In the first-party insurance context, that injury occurs when the insurer denies the claim. *Id*. Here, the Association was first injured on January 27, 2020, when USIC denied its claim. The Association's causes of action, including its extracontractual claims, accrued on that date. Although the Association contends that USIC later misrepresented the extent of covered damage or undervalued repair costs in its January 26, 2021 letter, any such alleged misrepresentations did not create a new, independent injury for

limitations purposes. *See id*. ("The fact that damage may continue to occur for an extended period after denial does not prevent limitations from starting to run.").

The Association relies on engineering reports generated before and after the January 2020 denial, including CASA Engineering's December 2019 report and a January 2021 addendum from J.S. Held, to argue that USIC mischaracterized or ignored evidence of storm damage. But whether those reports supported coverage, or whether USIC accurately summarized them, does not alter when the Association's injury occurred. Accrual under the legal-injury rule is distinct from whether an insurer's conduct later violated a statute or common-law duty. *See Sheppard*, 2009 WL 3294997, at *3.

The Association's reliance on *Childers v. Gallagher Bassett Services., Inc.* is misplaced. *See* 2-07-296-CV, 2008 WL 902796 (Tex. App.—Fort Worth Apr. 3, 2008, pet. denied) (mem. op.). In *Childers*, the insurer denied a claim, later fully resolved the dispute in the insured's favor and paid benefits, and then issued a separate, subsequent denial on new grounds. *See id.* at *1, *4. That court held that the second denial constituted a new and independent injury giving rise to a separate accrual date. *Id*. at *4. That reasoning does not extend to this case. USIC issued a single claim denial in 2020, later investigated the claim, and expressly reaffirmed that its original decision "remains unchanged." There was no intervening resolution of the claim and no new denial. Under these circumstances, *Childers* is inapposite.

In sum, the Association's evidence regarding alleged material misrepresentations in USIC's January 2021 letter, even when viewed in the light most favorable to the Association, fails to raise a material fact issue that those extracontractual claims accrued after January 2020. Accordingly, the claims are barred by limitations as a matter of law.

We overrule the Association's second issue.

D. Public Policy Arguments

The Association devotes a substantial portion of its briefing to public-policy arguments urging reversal of the trial court's summary judgment. The parties also dispute whether those arguments were preserved in the trial court or may be raised for the first time on appeal. Even assuming without deciding that the Association preserved its public-policy arguments, we are not persuaded.

The Association contends that a "bright line" accrual rule based on the insurer's initial denial of a claim discourages cooperation, encourages premature litigation, and incentivizes insurers to issue rushed or results-oriented denials. According to the Association, restarting the limitations period when an insurer changes or supplements its reasons for denial better serves the policies underlying the Insurance Code by promoting settlement and minimizing litigation.

The Association's public policy arguments resemble many of the arguments made by the dissent in *Murray*. *See Murray*, 800 S.W.2d at 831–32 (Spears, J., dissenting). The Texas Supreme Court considered and rejected those concerns,

adopting the rule that, in a first-party case for breach of the duty of good faith and fair dealing, an insured's claim accrues, and limitations begin to run, on the date the insurer denies the claim. *See id.* at 828–29. As an intermediate appellate court, we are bound to apply the rule adopted by the majority in *Murray*, regardless of policy arguments to the contrary. *See Ginsburg v. Chernoff/Silver & Assocs., Inc.*, 137 S.W.3d 231, 237 (Tex. App.—Houston [1st Dist.] 2004, no pet.) (citing *Lubbock County, Texas v. Trammel's Lubbock Bail Bonds*, 80 S.W.3d 580, 585 (Tex. 2002)). Nor are we persuaded that Chapters 541 and 542 of the Insurance Code reflect a legislative intent to supersede or modify that accrual rule.

Ultimately, the Association's policy arguments ask this Court to depart from settled accrual principles governing first-party insurance claims. That request is foreclosed by binding precedent. Applying the governing accrual rule here, USIC's denial triggered limitations in January 2020, and nothing thereafter restarted the limitations period. The trial court therefore properly granted summary judgment.

IV. Conclusion

We affirm the trial court's judgment.

/Emily Miskel/
EMILY MISKEL
JUSTICE

Court of Appeals
Fifth District of Texas at Dallas

JUDGMENT

OAKS ON THE LANE CONDOMINIUM ASSOCIATION, Appellant

No. 05-24-00128-CV V.

UNITED SPECIALTY INSURANCE COMPANY, Appellee

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Trial Court Cause No. DC-22-05281.
Opinion delivered by Justice Miskel.
Justices Garcia and Lee participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **AFFIRMED**.

It is **ORDERED** that appellee UNITED SPECIALTY INSURANCE COMPANY recover its costs of this appeal from appellant OAKS ON THE LANE CONDOMINIUM ASSOCIATION.

Judgment entered this 7th day of January 2026.