# Amended Residential Declarations Page

#### **Texas Windstorm Insurance Association** P.O. Box 99090 Austin, Texas 78709-9090

Policy Number: TWIA-000972487-02

Policy Period: Dec 16, 2020, to Dec 16, 2021 12:01 A.M. Standard Time at the property location

Amended Declarations Page Effective: January 05, 2021

Name and Mailing Address of Agent:

Name and Mailing Address of Insured:

Brad Spurgeon Insurance Agency Inc

Thanh Tran

1118 14th St N

4519 Pine Landing Dr

Texas City, TX 77590

Missouri City, TX 77459-6720

Early cancellation may result in approximately 25% of your premium being retained by Texas Windstorm Insurance Association.

This policy will be subject to an immediate surcharge if determined necessary by the Texas Insurance Commissioner. Failure to pay the surcharge will result in cancellation of the policy.

Insured: Thanh Tran

#### COVERAGES - Windstorm and Hail Only

In consideration of the stipulations and conditions herein or added hereto which are made a part of this policy, and of the premiums provided, TWIA does insure the insured named above and legal representatives FROM the inception date shown above TO the expiration date shown above at 12:01 A.M. Standard Time at the location of property against direct loss resulting from the perils of Windstorm and Hail only which have a premium inserted opposite thereto and only on the property described and located as provided hereon.

Item No.	Coverage A/B	Property and Form Description		Coins %	Occ	em / Per urrence luctible Amt	Form Number	Limit of Liability	Premium
1	Α	Property Description: Single Family Dwelling		80%	2.5%	\$6,275		\$251,000.00	\$2,001.00
		3917 3rd Street, Galveston, Galveston County, TX, 77	7554						
		Underwriting Details:							
		Stories: 3; Construction: Frame; Roof: Shingles, Aspha Fiberglass; Occupancy: Secondary Dwelling	alt/						
		Adjustment amounts included in the premium for each item:							
		, , ,	\$131.00				431		
		Personal Property Replacement Cost Indirect Loss	\$132.00 \$29.00				365 330		
			\$895.00				000		
		Item #1-A forms: 330 802 431 220 800							114
1	В	Description: Personal Property located at:		Nil	5%	\$4,000		\$80,000.00	\$140.00
		3917 3rd Street, Galveston, Galveston County, TX, 77	554						
		Underwriting Details:							
		Stories: 3; Construction: Frame; Roof: Shingles, Aspha Fiberglass; Occupancy: Secondary Dwelling	alt/						
		Adjustment amounts included in the premium for each ite							
		Personal Property Replacement Cost Indirect Loss	\$15.00 \$3.00				365 330		

Pro rata Additional Surcharges: \$0.00

Total Limit / Total Premium:

\$331,000.00

Total ICC Premium:

\$131.00

\$2,141.00

**Total Surcharges:** 

\$0.00

Total Premium + Total Surcharges:

\$2,141.00



**COVERAGES - Windstorm and Hail Only** 

Attached to and forming part of Policy Number: TWIA-000972487-02

In consideration of the stipulations and conditions herein or added hereto which are made a part of this policy, and of the premiums provided, TWIA does insure the insured named above and legal representatives FROM the inception date shown above TO the expiration date shown above at 12:01 A.M. Standard Time at the location of property against direct loss resulting from the perils of Windstorm and Hail only which have a premium inserted opposite thereto and only on the property described and located as provided hereon.

Item No.	Coverage A/B	Property and Form Desc	cription	Coins %	Occi	em / Per urrence uctible Amt	Form Number	Limit of Liability	Premium
		Deductible 5%	-\$172.00						
		Item #1-B forms: 330 365							
		7.77.77.77	End of Items Sche	dule					
Los		rerests ng items shall be payable to the follo use (without contribution) printed else	wing as mortgagees or trust			-			subject to
Na	me and A	ddress	Interest Type		Instrument #			Item #	
PC	Box 5507	edit Union ISAOA ATIMA 7 02061-5507	Mortgagee	Loan # 6658		742455	1A, 1B		
			End of Additional Inte	erests l	_ist		** ** *		



# Clarifying Language Regarding Mold, Fungi, and Other Microorganisms

Please read the following:

All Texas Windstorm Insurance Association (TWIA) policies issued after March 1, 2003 have a clarification added to the exclusion section of the policy. Please read the exclusion below, titled Mold Fungi, or Other Microorganisms. If you have questions relating to this clarification, please call your agent or TWIA at 1-800-788-8247.

This endorsement modifies insurance provided under each policy form listed below:

TWIA Dwelling Policy
TWIA Commercial Policy

TWIA Texas Special Mobile Home Windstorm and Hail Insurance Policy

The following exclusion is added to each policy form as follows:

Exclusion 9. to the TWIA Dwelling Policy,

Exclusion 10. to the TWIA Commercial Policy,

After the second paragraph of SECTION III - SPECIFIC COVERAGE CONDITIONS to the TWIA Texas Special Mobile Home Windstorm and Hail Insurance Policy.

### Mold, Fungi, or Other Microorganisms:

a. Fungi or mold and other microorganisms when used in the policy or in this exclusion means the presence, growth, proliferation, spread or any activity of fungi or mold and other microorganisms.

This exclusion also applies to the cost:

- (1) To remove fungi or mold and other microorganisms from covered property covered under this Texas Windstorm Insurance Association policy.
- (2) To tear out and replace any part of the building or other covered property as needed to gain access to the fungi or mold and other microorganisms; and
- (3) Of testing of air or property to confirm the absense, presence or level of fungi or mold and other microorganisms;
- b. This exclusion applies unless the fungi or mold and other microorganisms are located upon the portion of covered property which must be repaired or replaced because of direct physical damage resulting from sudden and accidental wind or hail which would otherwise be covered under this policy. For purposes of this exclusion, sudden and accidental shall include a loss event that is hidden or concealed for a period of time until it is detectable. A hidden loss must be reported to us no later than 30 days after the date it was detected or should have been detected.
- However, the exception to the exclusion described in b. above does not include:
  - (1) the cost to treat, contain, remove or dispose of the fungi or mold and other microorganisms beyond that which is required to repair or replace the covered property physically damaged by water;
  - (2) the cost of any testing of air or property to confirm the absence, presence or level of fungi, mold and other microorganisms whether performed prior to, during or after the removal, repair, restoration or replacement;
  - the cost of any decontamination of the covered property covered under this Texas Windstorm Insurance Association policy;
  - (4) any increase in loss under this Texas Windstorm Insurance Association policy related to loss of use, debris removal, additional living expense, or diminution in value resulting from c. (1), (2), and (3).





### Making Repairs in the Event of a Loss

In the event of a loss, first and foremost, continue to ensure the safety of you and your family. If there is any major structural damage, call authorities before entering the building. After you have filed a claim, make temporary repairs to protect your property.

### **Temporary Repairs**

After a loss, make temporary repairs as quickly as possible to prevent further damage.

- Before tearing out, removing, or covering over damaged property or debris, take pictures or videotape if possible.
   Keep any damaged property until the adjuster sees it and approves of disposal.
- Board broken windows, cover openings with a tarp or plastic to prevent additional water damage, and stop interior leaks. Dry out water damaged and wet areas immediately.
- Keep invoices and receipts for your temporary repairs. If your loss is covered by the policy, reasonable costs for temporary repairs are covered.
- Do not make permanent repairs, such as roof replacement or asphalt patches, until the adjuster has made an
  inspection. The adjuster needs to be able to see the damage and determine if it is from windstorm or hail.

### **Permanent Repairs**

Whether or not you ultimately have a covered claim, you may need to make permanent structural repairs to your property. To be eligible for insurance through TWIA, many structural repairs must be certified by a Texas Department of Insurance (TDI) appointed qualified inspector or by a Texas licensed professional engineer.

Certificates of Compliance (WPI-8 or WPI-8-C) are issued to certify compliance with the applicable windstorm building code for the area. Without a Certificate of Compliance, TWIA lacks evidence that the structure conforms to the applicable building code, and the structure may be considered ineligible for coverage with TWIA. The WPI-8 certification inspections are done before and during the repair process, if completed by a TDI inspector.

For more information about eligibility requirements, visit <a href="www.twia.org/windstorm-certification-requirements">www.twia.org/windstorm-certification-requirements</a>. The TDI website provides a list of repairs that do not require inspection and certification. For more information or to contact someone with the TDI Windstorm Inspections Program, you can call 800-248-6032 or go to the TDI website at <a href="www.tdi.state.tx.us">www.tdi.state.tx.us</a>.



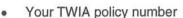
### How to File a Claim

Please keep this informational sheet in an easily-accessible place or in your emergency contacts file. Write down your policy number here:

### Ways to File a Claim

- Call TWIA's 24-hour Claims Center at 800-788-8247
- Visit <u>www.twia.org/ClaimsCenter</u> to report a new claim or check the status of an existing claim from your computer or any mobile device
- Contact your agent

#### Information You Will Need to File Your Claim



- The best contact information to reach you
- Brief details of what was damaged and how it happened

#### After You File a Claim

- Make temporary repairs to protect your property (see "Making Repairs in the Event of a Loss"). Save receipts. Do
  not make any permanent repairs until you discuss your claim with a TWIA representative.
- TWIA will send you a letter acknowledging your claim and provide the name of the TWIA representative assigned to help with your claim.
- The TWIA representative will call you to discuss your claim and may schedule an adjuster or other expert to inspect
  your damaged property.
- In instances where an adjuster or expert inspects the damaged property, they will report their findings and recommendations to TWIA.
- The final decision on your claim will be made by TWIA. You will receive a detailed letter explaining TWIA's decision on your claim.
- If you are due a payment for your loss, a check will be issued and sent to you.

### Information to Provide Your TWIA Representative

- Inventory: If coverage is provided on your personal or business personal property, provide an inventory of these
  damaged items. Include a description and age of each item, its original cost, and the estimated replacement cost.
- Documentation: Any documentation of the damage you claim. This includes reports, estimates, invoices, receipts, photos, and videos.
- Other Claims: Information on any other water damage, structural damage, or previous repairs, whether due to plumbing leaks, flood, air-conditioning system leaks, foundation settlement, or other sources.
- Additional Information Requested by TWIA: Within 30 days after the date your claim is reported, TWIA may send
  a written request for additional information necessary to resolve your claim. Please promptly provide TWIA with the
  requested information.



Windstorm and Hail

# **Extensions of Coverage**

In consideration of an included additional premium, this policy is extended to provide the following coverage.

#### A. Consequential Loss.

We cover personal property against loss due to utility failure if such failure is a result of physical damage caused by windstorm or hail to power, heating or cooling equipment situated on the premises where the covered property is located.

This is not additional insurance and does not increase the limit of liability for Coverage B (Personal Property).

Prescribed by the Texas Department of Insurance Form No. TWIA - 330 - Extensions of Coverage Effective: June 15, 1999

# TEXAS WINDSTORM INSURANCE ASSOCIATION Windstorm and Hail

#### Endorsement No. (TWIA) 802 - Replacement Cost Coverage A (Dwelling)

This endorsement applies only to those Items of Coverage for which this Endorsement No. (TWIA) 802 is scheduled on the Declarations Page.

#### Your Duties After Loss Condition 4.a.(5) is replaced by the following:

- 4. Duties After Loss.
  - a. Your Duties After Loss.
    - (5) You must keep an accurate record of repair expenses and proof of payment of any applicable Deductible. Upon completion of repairs or replacement, you may submit reasonable proof of repair expenses and payment of any applicable Deductible, including invoices, bills, statements, receipts, canceled checks, money order receipts, credit card statements, and a copy of an executed installment plan contract or other financing arrangement that requires full payment of the Deductible over time.

#### Our Duties After Loss Settlement Condition 4.b.(2). is replaced by the following:

- 4. Duties After Loss.
  - b. Our Duties After Loss.
    - (2) Not later than the 60th day after the date we receive a claim or the 60th day after the date we receive information requested under Condition 4.b.(1), whichever is later, we shall provide you, in writing, notice of the amount of the loss we will pay, if any, and notice that:
      - (i) we have accepted coverage for the claim in full;
      - (ii) we have accepted coverage for the claim in part and have denied coverage for the claim in part; or
      - (iii) we have denied coverage for the claim in full.

If we accept coverage for your claim under Coverage A (Dwelling) in full or part, our notification under this subsection will notify you of the deadlines for completion and documentation of repairs and for demanding appraisal of the "replacement cost" under Condition 6.c.

#### The following section c. is added to Loss Settlement Condition 6.:

- 6. Loss Settlement.
  - c. Our liability and payment for covered losses to dwelling and other building(s) under Coverage A (Dwelling), excluding outdoor antennas, fences, and structures other than buildings, is modified as follows:
    - (1) We will pay the smallest of the following:
      - (a) The "replacement cost", meaning the amount actually and necessarily spent to repair or replace the damaged dwelling and other building(s); or
      - (b) The specified limit of liability of the policy.
    - (2) We will pay no more than the "actual cash value" until repair or replacement is completed and documentation of "replacement cost" and payment of any applicable Deductible is submitted to us under Condition 4.a.(5).
    - (3) You may request payment of "replacement cost" by submitting documentation to us of the completion of repairs or replacement, the "replacement cost", and payment of the Deductible not later than the 545th day after the date we notify you of the amount we will pay under Condition 4.b.(2).



# TEXAS WINDSTORM INSURANCE ASSOCIATION Windstorm and Hail

- (4) Not later than the 30th day after the date that we receive documentation from you under Condition 6.c.(3), we will provide you, in writing, notice of:
  - (a) the amount we will pay under Condition 6.c.(1); and
  - (b) the deadline to request appraisal of the "replacement cost" under Condition 6.c.(6).
- (5) If we notify you under Condition 6.c.(4) that we will pay your claim, or part of your claim, we must make payment not later than the 10th day after we notify you.
- (6) If you have not completed appraisal under Condition 11. of the amount we will pay under Condition 4.b.(2) and you dispute the amount we will pay for "replacement cost", you may demand appraisal of the "replacement cost" not later than the 30th day after the date you receive notice from us under Condition 6.c.(4). You may demand appraisal of "replacement cost" under this subsection without regard to whether all repairs related to the claim are complete. If you demand appraisal of "replacement cost" under this subsection, the appraisal will be conducted as follows:
  - (a) You and we will each select a competent and independent appraiser. You shall notify us of your appraiser's identity. We shall notify you of our appraiser's identity within 10 days after we receive notice of your appraiser's identity. The two appraisers will choose a competent and independent umpire. If they cannot agree upon an umpire within 15 days, the commissioner of insurance shall select an umpire from a roster of qualified umpires maintained by the Texas Department of Insurance.
  - (b) The two appraisers will then determine the "replacement cost." If the appraisers fail to agree, they will submit their differences to the umpire. An itemized decision agreed to by any two of these three and filed with us will determine the "replacement cost".
  - (c) You and we are responsible in equal shares for paying the costs incurred or charged in connection with the appraisal, including expenses of the appraisers and umpire. If we pay more than our share of the costs of appraisal, our liability and payment for covered losses shall be reduced by the amount we pay in excess of our share.
  - (d) The appraisal decision is binding upon you and us and is not otherwise reviewable or appealable except as provided by Condition 11.g. and 11.h.

#### The following is added to the DEDUCTIBLE clause:

We may refuse to pay Replacement Cost Coverage under this endorsement until we receive reasonable proof of payment by you of any Deductible applicable to the claim. Reasonable proof of payment includes a canceled check, money order receipt, credit card statement, and a copy of an executed installment plan contract or other financing arrangement that requires full payment of the deductible over time.

All other terms and conditions of the policy apply.

# TEXAS WINDSTORM INSURANCE ASSOCIATION Windstorm and Hail

#### Endorsement No. (TWIA) 365 - Replacement Cost Coverage B (Personal Property)

This endorsement applies only to those Items of Coverage for which this Endorsement No. (TWIA) 365 is scheduled on the Declarations page.

This endorsement will not apply unless you have, at the inception date of this policy, replacement cost coverage in effect on the same property and in the same amount or more, under a companion dwelling, homeowners, farm and ranch owners, condominium owners, or tenant policy to which a windstorm and hail exclusion agreement endorsement is also attached.

In consideration of an included additional premium, the following sections of your TWIA DWELLING POLICY are changed by this endorsement.

#### Your Duties After Loss Condition 4.a.(5) is replaced by the following:

- 4. Duties After Loss.
  - a. Your Duties After Loss.
    - (5) You must keep an accurate record of repair expenses and proof of payment of any applicable Deductible. Upon completion of repairs or replacement, you may submit reasonable proof of repair expenses and payment of any applicable Deductible, including invoices, bills, statements, receipts, canceled checks, money order receipts, credit card statements, and a copy of an executed installment plan contract or other financing arrangement that requires full payment of the Deductible over time.

#### Our Duties After Loss Settlement Condition 4.b.(2). is replaced by the following:

- 4. Duties After Loss.
  - b. Our Duties After Loss.
    - (2) Not later than the 60th day after the date we receive a claim or the 60th day after the date we receive information requested under Condition 4.b.(1), whichever is later, we shall provide you, in writing, notice of the amount of the loss we will pay, if any, and notice that:
      - (i) we have accepted coverage for the claim in full;
      - (ii) we have accepted coverage for the claim in part and have denied coverage for the claim in part; or
      - (iii) we have denied coverage for the claim in full.

If we accept coverage for your claim under Coverage B (Personal Property) in full or part, our notification under this subsection will notify you of the deadlines for completion and documentation of repairs and for demanding appraisal of the "replacement cost" under Condition 6.d.

#### The following section d. is added to Loss Settlement Condition 6.:

- Loss Settlement.
  - d. Our liability and payment for covered losses to personal property under Coverage B (Personal Property) is modified as follows:
    - (1) We will pay the smallest of the following:
      - (a) The "replacement cost", meaning the amount actually and necessarily spent to repair or replace the damaged personal property; or
      - (b) The specified limit of liability of the policy.
    - (2) We will pay no more than the "actual cash value" until repair or replacement is completed and documentation of "replacement cost" and payment of any applicable Deductible is submitted to us under Condition 4.a.(5).



Endorsement No. (TWIA) 365 - Replacement Cost Coverage B (Personal Property) Edition Date: November 8, 2019

# TEXAS WINDSTORM INSURANCE ASSOCIATION Windstorm and Hail

- (3) You may request payment of "replacement cost" by submitting documentation to us of the completion of repairs or replacement, the "replacement cost", and payment of the Deductible not later than the 545th day after the date we notify you of the amount we will pay under Condition 4.b.(2).
- (4) Not later than the 30th day after the date that we receive documentation from you under Condition 6.d.(3), we will provide you, in writing, notice of:
  - (a) the amount we will pay under Condition 6.d.(1); and
  - (b) the deadline to request appraisal of the "replacement cost" under Condition 6.d.(6).
- (5) If we notify you under Condition 6.d.(4) that we will pay your claim, or part of your claim, we must make payment not later than the 10th day after we notify you.
- (6) If you have not completed appraisal under Condition 11. of the amount we will pay under Condition 4.b.(2) and you dispute the amount we will pay for "replacement cost", you may demand appraisal of the "replacement cost" not later than the 30th day after the date you receive notice from us under Condition 6.d.(4). You may demand appraisal of "replacement cost" under this subsection without regard to whether all repairs related to the claim are complete. If you demand appraisal of "replacement cost" under this subsection, the appraisal will be conducted as follows:
  - (a) You and we will each select a competent and independent appraiser. You shall notify us of your appraiser's identity. We shall notify you of our appraiser's identity within 10 days after we receive notice of your appraiser's identity. The two appraisers will choose a competent and independent umpire. If they cannot agree upon an umpire within 15 days, the commissioner of insurance shall select an umpire from a roster of qualified umpires maintained by the Texas Department of Insurance.
  - (b) The two appraisers will then determine the "replacement cost." If the appraisers fail to agree, they will submit their differences to the umpire. An itemized decision agreed to by any two of these three and filed with us will determine the "replacement cost".
  - (c) You and we are responsible in equal shares for paying the costs incurred or charged in connection with the appraisal, including expenses of the appraisers and umpire. If we pay more than our share of the costs of appraisal, our liability and payment for covered losses shall be reduced by the amount we pay in excess of our share.
  - (d) The appraisal decision is binding upon you and us and is not otherwise reviewable or appealable except as provided by Condition 11.g. and 11.h.

Dwelling Windstorm and Hail Policy

## **Extension of Coverage - Increased Cost of Construction**

Attached to and forming part of Policy No. TWIA-000972487-02 of the Texas Windstorm Insurance Association issued at its Austin, Texas agency.

Dated: January 5, 2021

John Polak, Agent

When this endorsement is attached to the policy, this endorsement determines coverage to the extent that it is in conflict with the policy and/or General Exclusion 8.

In consideration of an additional premium shown on the declarations page, this policy is modified to provide the following coverage:

- Subject to the maximum limit of liability established by law as described below, if a covered building or other covered structure is damaged by windstorm or hail, we will pay for the increased costs that you incur due to the enforcement of any ordinance or law, which requires or regulates:
  - a. the construction, demolition or repair of that part of a covered building or other covered structure damaged by windstorm or hail;
  - the demolition and reconstruction of the undamaged part of a covered building or other covered structure, when that building or other structure must be totally demolished because of damage by windstorm or hail to another part of that covered building or other covered structure; or
  - c. the removal or replacement of the portion of the undamaged part of a covered building or other covered structure necessary to complete the repair or replacement of that part of the covered building or other covered structure damaged by windstorm or hail.

You may use all or part of this coverage to pay for the increased costs you incur to remove debris resulting from the construction, repair or replacement of property as stated in 1 above.

2. When a covered structure is damaged by windstorm or hail, we will also pay the increased cost of construction you incur due to the requirement to rebuild or repair the structure in accordance with the windstorm code applicable to the specific area in which the structure is located in order to maintain insurance through the Texas Windstorm Insurance Association.

This is additional insurance and does not reduce the limit of liability applicable to Coverage A (Building), but the total limit of liability for the coverage A (Building) limit and the limit for Increased Cost of Construction cannot exceed the maximum limit of liability permitted by law.

3. Building Ordinance or Law Coverage Limitations.

We will not pay for the increased cost of construction:

- a. if the building or structure is not rebuilt or repaired;
- b. if the rebuilt or repaired building or structure is not intended for similar occupancy as the current building or structure;
- to relocate the insured building or structure(s), either on the same premises or to another location, or to demolish and reconstruct a
  building or structure that requires relocation;
- d. until the building or structure is actually repaired or rebuilt at the same premises; or
- unless the rebuilding or repairs are made as soon as reasonably possible after the loss or damage, not to exceed two years after the loss.

#### We do not cover:

- a. the loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
- b. fees charged by a qualified inspector for windstorm and hail insurance inspections pursuant to Chapter 2210, Subchapter F, of the Texas Insurance Code; or
- c. the costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, assess the effects of, pollutants on any covered building or other structure.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, asbestos and asbestos-containing materials. Waste includes material to be recycled, reconditioned or reclaimed.

Prescribed by the Texas Department of Insurance Form No. TWIA - 431 - Extension of Coverage - Increased Cost of Construction Effective: May 5, 2015

# TEXAS WINDSTORM INSURANCE ASSOCIATION Windstorm and Hail

#### The following is added to the DEDUCTIBLE clause:

We may refuse to pay Replacement Cost Coverage under this endorsement until we receive reasonable proof of payment by you of any Deductible applicable to the claim. Reasonable proof of payment includes a canceled check, money order receipt, credit card statement, and a copy of an executed installment plan contract or other financing arrangement that requires full payment of the deductible over time.

All other terms and conditions of the policy apply.





Windstorm and Hail

### **Automatic Adjusted Building Cost Endorsement**

It is agreed that the limit of liability on the attached policy for **Coverage A, Dwelling** shall be revised annually by a percentage established by a building cost index, applied to your policy at renewal. The revised limit of liability will be rounded up to the next \$1000, subject to the maximum limit of liability permitted by law. You have the right to request modification of this change in the limit of liability.

If your limit of liability change at renewal differs from the revised limit resulting from application of this endorsement, your request will take effect at the inception of the renewal, provided that it is received prior to the beginning of the policy renewal date. Requests for a limit of liability change received after inception of the policy will be processed as an endorsement to the policy, and will not become effective prior to the date received by TWIA.

The limits of liability for Additional Living Expense and other, optional extensions of coverage that are based on the limit of liability for the Dwelling, if applicable, will also be adjusted subject to the maximum limit of liability permitted by law.

It is your responsibility to review your coverage regularly and make sure your dwelling limit of liability is adequate to repair or replace your insured property. This endorsement and any changes that result from it do not guarantee that you will have adequate coverage. Only you can determine the appropriate amount of coverage.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Prescribed by the Texas Department of Insurance Form No. TWIA - 220 - Automatic Adjusted Building Cost Endorsement Effective: March 1, 2012 The total limit of liability under this extension for each building item designated is shown by the following percentage as indicated:

ICC Limit:

Building Item Number(s):

5% of the Coverage A (Building) limit of liability

1

This coverage is additional insurance, however in no event will payment of a covered loss under this policy including this endorsement exceed the total maximum limit of liability established by law that can be insured by the Texas Windstorm Insurance Association.

All other Terms of the policy apply.







### **TWIA Privacy Policy**

Protecting your privacy is important to us. We want you to understand what information we collect and how we use it. This notice sets forth our policy for the collection, use, and security of your nonpublic personal financial information.

#### Information Collected

As a part of our business, we may collect "nonpublic personal financial information" about you in order to provide a financial product or service to you. This includes information we receive from you on applications or other forms, information about your transactions with us or others, and information we receive from a consumer reporting agency.

#### Information Disclosure

We may disclose the following kinds of nonpublic personal financial information about you:

- Information we receive from you on application or other forms such as your name, address or other information;
   and
- Information about your transactions with us such as your policy coverage, limits of liability and premiums.

#### **Disclosure to Third Parties**

We may disclose nonpublic personal information about you to the following types of third parties:

 Insurers that are eligible under TWIA's clearinghouse process and procedures and have agreed to abide by TWIA's policies regarding use of the disclosed information and researchers.

We may also disclose nonpublic personal financial information about you to nonaffiliated third parties as permitted by law.

#### **Option to Limit Disclosure**

If you prefer that we not disclose nonpublic personal financial information about you to nonaffiliated third parties, you may direct us not to make those disclosures (other than disclosures permitted by law). Your option to request we not disclose nonpublic personal financial information about you will apply to the windstorm insurance coverage you have obtained from us.

If you wish to limit disclosure, you must complete the enclosed form and return it to TWIA within 30 days of the date this notice was mailed. If you direct us not to disclose nonpublic personal financial information about you (other than as permitted by law), your election will apply to all named insureds on the policy.

If you do not wish to limit disclosure, no action on your part is required.

#### **Our Security Procedures**

We restrict access to nonpublic personal financial information about you to those persons who need to know that information, to provide products or services to you and disclose such information only for legitimate business or legal reasons. We maintain physical, electronic, and procedural safeguards that comply with federal regulations and applicable state law to protect your nonpublic personal financial information.

This notice has been provided to you pursuant to the Gramm-Leach-Billey Act and the rules of the Texas Department of Insurance, which require a financial institution, such as an insurer, to notify customers of its privacy practices and procedures on an annual basis.



Texas Windstorm Insurance Association
5700 South MoPac Expressway, Building A, Austin, Texas 78749
P.O. Box 99090, Austin, Texas 78709-9090
800-788-8247 / Fax 512-899-4950



# Texas Windstorm Insurance Association Disclosure Limitation Reply Form

If you do not want your nonpublic personal financial information disclosed by the Texas Windstorm Insurance Association, please complete the information below and mail the completed form to:

Texas Windstorm Insurar Disclosure Opt Out P O Box 99090 Austin TX 78709-9090	nce Association	
	he nonpublic personal financial information the Texas Windstorn It me to third parties.	n Insurance Associatior
Insured's name:	Thanh Tran	
Policy number:	TWIA-000972487	
Insured's signature:		
Date:		



# Important Notice Regarding the Automatic Adjusted Building Cost Endorsement and your Dwelling Limit of Liability

This notice provides you with an explanation of endorsement, TWIA-220 Automatic Adjusted Building Cost Endorsement that is attached to your policy. The endorsement **automatically adjusts your dwelling limit of liability if your policy is renewed**. This notice **is not** part of your policy. To understand your rights and duties under the policy, please refer to and read the actual language in your policy, including all endorsements forming a part of your policy.

What changed: Upon renewal, the coverage amount (limit of liability) for your dwelling will be increased by a percentage that is established by a building cost index for your area. The adjusted limit of liability will be rounded up to the next \$1000. The dwelling limit is subject to the maximum limit of liability permitted by law.

The percentage increase in the dwelling limit of liability is established annually. It will be applied to the limit of liability for your dwelling at each renewal. The percentage increase is only an adjustment for inflation to the dwelling limit of liability on your expiring policy and does not ensure that your dwelling is adequately insured for the dwelling's full replacement cost. You should consult with your agent to determine the appropriate amount of coverage for your dwelling.

The automatically adjusted dwelling limit of liability is shown on the renewal application that is sent to your agent approximately 60 days before expiration of your policy.

Your right/duty: You have the right to request modification of the automatically adjusted dwelling limit of liability.

If you request modification of the adjusted dwelling limit of liability, your request will take effect on the date a renewal policy becomes effective if it is received by TWIA prior to the effective date of a renewal policy. Your agent must include a valid Marshall & Swift/Boeckh replacement cost calculation with your request to modify the adjusted dwelling limit of liability. Requests for a modification of the adjusted dwelling limit of liability that are received by TWIA on or after the effective date of a renewal policy will become effective the date the request is received by TWIA.

Other changes: The limits of liability for Additional Living Expense and other, optional extensions of coverage that are based on the limit of liability for the dwelling, if applicable, will also be adjusted, subject to the maximum limit of liability permitted by law.

**Review your coverage:** It is your responsibility to review your coverage regularly and make sure your dwelling limit of liability is adequate to repair or replace your insured property. This endorsement and any changes that result from it do not guarantee that you will have adequate coverage. Only you can determine the appropriate amount of coverage. Endorsement TWIA-220 does not automatically renew your policy.

You should contact your agent for assistance with renewal of the policy and determining the appropriate amount of coverage.



Windstorm and Hail

## **Amendatory Endorsement**

COVERAGES, PROPERTY NOT COVERED is amended to add storm doors as follows:

We do not cover:

Unless specifically described in the Declarations:

- a. Cloth awnings.
- b. Greenhouses and their contents.
- c. Metal screen enclosures and their contents.
- d. Building or structures located wholly or partially over water and their contents.
- e. Radio and television towers.
- f. Outside satellite dishes, masts and antennas, including lead-in wiring.
- g. Windmills and wind chargers.
- h. Storm doors.

Prescribed by the Texas Department of Insurance Form No. TWIA - 800 - Amendatory Endorsement Effective: April 1, 2016