

TEXAS WINDSTORM INSURANCE ASSOCIATION  
Windstorm and Hail

Replacement Cost Coverage Endorsement  
Personal Property

In consideration of an included additional premium, the policy is amended as follows:

I. Our limit of liability and payment for covered losses to personal property will not exceed the smallest of the following:

- A. the specified limit of liability;
- B. the replacement cost at the time of loss;
- C. the amount it would cost to repair or replace the property, with material of like kind and quality within a reasonable time after the loss.

II. This endorsement does not apply to:

- A. property which by its inherent nature cannot be replaced;
- B. property not maintained in good or workable condition;
- C. property, which at the time of loss, is either obsolete or useless to you.

III. Loss Settlement:

A. We For covered losses to personal property, we will pay you:

- 1A. the replacement cost of your damaged personal property up to \$1,500; and
- 2B. the actual cash value of your remaining damaged personal property within 5 business days

not later than the 10th day after we notify you that we will pay the claim.

If you repair or replace the damaged property personal property within 545 days of the date we notify you of the

amount we will pay under Condition 4.b.(2) of the policy, you may make claim for reimbursement on a replacement cost basis for the replacement cost of your personal property exceeding \$1,500. You must repair, restore Upon completion and documentation of repairs, or replace replacement, we will pay the property within 365 days after additional amount claimed under replacement cost coverage, but our liability and payment will not exceed the loss. Reimbursement will be made within 5 business days after we receive proof that smallest of the property has been repaired, restored or replaced following:

B. In lieu (a) The limit of (A.) above, we may offer and you may accept or reject our offer liability under this policy applicable to provide a replacement item the damaged personal property;

(b) The cost to repair or replace the damaged personal property with material of like kind and quality within a reasonable time after the loss; or

(c) The amount actually and necessarily spent to repair or replace the damaged personal property as documented by records including invoices, bills, statements, and receipts, submitted to us under this endorsement.

C. If you dispute the additional amount we will pay for your damaged property the repair or replacement of the damaged personal property under part II.B. of this

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endorsement, you may request that this amount be determined by appraisal under Condition 11 of the policy. You must demand an appraisal not later than the 60<sup>th</sup> day after the date you submit records, including invoices, bills, statements, and receipts, to us for the repair or replacement of the damaged personal property.

This Replacement Cost Coverage will not apply unless you have, at the inception date of this policy or at the time of loss, replacement cost coverage in effect on the same property and in the same amount or more, under ~~Texas Form HO 101, FRO 401,~~

~~TDP 002 or TFR 052 or their equivalent attached to a Homeowners, Farm and Ranch Owners, Texas Dwelling policy or Texas Farm and Ranch companion dwelling, homeowners, farm and ranch owners, or tenant~~ policy to which a windstorm and hail exclusion agreement endorsement is also attached.

All other provisions of the policy, including any applicable deductible, not in conflict with this endorsement remain unchanged. However, if this policy provides replacement cost for the building in which your personal property is located, the exclusion of Replacement Cost Coverage of carpeting and cloth awnings is deleted.

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