

**TEXAS WINDSTORM INSURANCE ASSOCIATION
COMMERCIAL WINDSTORM AND HAIL POLICY**

EXTENSION OF COVERAGE-INCREASED COST OF CONSTRUCTION

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

Dated _____ Agents

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:

1. 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;
 - b. 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 in 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;
- c. 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
 - e. 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.
4. 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 Texas Insurance Code Article 21.49, § 6A; 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.

The total limit of liability under this extension for each building item designated is shown by the following percentage as indicated:

	Building Item Nos.:
5% of the Coverage A (Building) limit of liability	
10% of the Coverage A (Building) limit of liability	
15% of the Coverage A (Building) limit of liability	
25% of the Coverage A (Building) limit of liability	

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.