

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ACTUAL CASH VALUE LOSS SETTLEMENT WINDSTORM OR HAIL LOSSES TO ROOF SURFACING – TEXAS

### SECTION I – CONDITIONS

This endorsement modifies the Section I – Loss Settlement Condition in the policy form with respect to a covered loss for roof surfacing caused by the peril of windstorm or hail. Such loss will be subject to actual cash value loss settlement. Therefore, the loss settlement conditions that pertain to "repair or replacement cost without deduction for depreciation" are changed as noted below:

#### D. Loss Settlement

1. In all forms except **HO 00 06** and **HO 00 08** and the Special Loss Settlement endorsement:

- a. Paragraph 1.c. is replaced by the following:
  - c. Structures that are not buildings, including their roof surfacing;
- b. The following is added to Paragraph 1.:
  - e. Roof surfacing on structures that are buildings if a loss to the roof surfacing is caused by the peril of windstorm or hail.
- c. In Paragraph 2., the introductory statement "Buildings covered under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:" is replaced by the following:
  2. Buildings covered under Coverage A or B, except for their roof surfacing if the loss to the roof surfacing is caused by the peril of windstorm or hail, at replacement cost without deduction for depreciation, subject to the following:

2. In Form **HO 00 06**, Condition **D. Loss Settlement** is replaced by the following:

#### D. Loss Settlement

Covered property losses are settled as follows:

1. Property of the following types:
  - a. Personal property other than jewelry;

- b. Grave markers, including mausoleums; and

- c. Roof surfacing if the loss is caused by the peril of windstorm or hail;  
at actual cash value at the time of loss but not more than the amount required to repair or replace.

2. Coverage A, except for roof surfacing if loss is caused by the peril of windstorm or hail:

- a. If the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace;
  - b. If the damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

3. Jewelry at replacement cost at the time of loss without deduction for depreciation.

In this provision, the terms "repaired" or "replaced" do not include the increased costs incurred to comply with the enforcement of any ordinance or law, except to the extent that coverage for these increased costs is provided in **D.10. Ordinance Or Law under Section I – Property Coverages**.

3. In Form **HO 00 08**:

- a. Paragraph 1.c. is replaced by the following:
    - c. Structures that are not buildings, including their roof surfacing;
  - b. The following paragraph is added to Paragraph 1.:
    - d. Roof surfacing on structures that are buildings if a loss to the roof surfacing is caused by the peril of windstorm or hail.

c. In Paragraph 2., the introductory statement "Buildings under Coverage **A** or **B**:" is replaced by the following:

2. Buildings under Coverage **A** or **B**, except for their roof surfacing if the loss to the roof surfacing is caused by the peril of windstorm or hail:

The provisions of this endorsement do not apply to structures insured under either the Coverage **B** – Other Structures Away From The Residence Premises endorsement or the Specific Structures Away From The Residence Premises endorsement, if made a part of the policy.

All other provisions of this policy apply.