Policy Renewal Offer

Dear [Insured Name],

We are pleased to present you with an offer to renew your Texas Windstorm Insurance Association (TWIA) policy. Please confirm your coverage details on the enclosed Renewal Offer Summary. If any changes to your coverage are required, you may contact your agent.

The current amount due and due date are shown in the table below. Please note that the renewal policy will not be issued until TWIA receives payment. Your current policy will expire on [Expiration Date].

<table>
<thead>
<tr>
<th>Proposed Coverage Effective Date</th>
<th>Proposed Coverage Expiration Date</th>
<th>Total Premium</th>
<th>Payment Due Date</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Effective Date]</td>
<td>[Expiration Date]</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Payment should be sent using the enclosed payment coupon. If TWIA receives payment by the due date, the renewal policy will be issued with the coverage effective date listed above.

If you do not want to continue your TWIA coverage, you may disregard this renewal offer and your coverage will expire on the date indicated above.

If you have any questions regarding your renewal offer of insurance or to pay electronically, please contact your agent. To speak with a TWIA representative please call (800) 788-8247.

Thank you,
Texas Windstorm Insurance Association
Please send your payment with the Payment Coupon on the reverse side of this page in the enclosed envelope to:

Texas Windstorm Insurance Association
P.O. Box 99090
Austin, TX  78709-9090
Payment Coupon

Detach the payment coupon below and mail to TWIA with a check for the full amount due. Once payment and payment coupon are received, your renewal will be processed according to TWIA underwriting guidelines.

: Insured

Reference Number: [redacted]
Amount Due: [redacted]

Total Due: [redacted]

Please indicate the reference number on your check.

Make checks payable, and remit payment, to: Texas Windstorm Insurance Association
P.O. Box 99090
Austin, Texas 78709-9090
Please read!

Packet Guide

Important information about your TWIA insurance is in this packet.

This is the new TWIA policy renewal packet. Recently, we mailed you a postcard announcing two important changes to how TWIA provides wind and hail insurance. This renewal packet represents both changes:

**Change 1.** There is a new policy renewal packet (this packet) which is a part of the new renewal process. For the first time, TWIA policyholders are receiving a policy renewal offer (inside this packet) directly from TWIA. As long as the property remains in insurable condition, policyholders may renew their policy directly with TWIA.

**Change 2.** There are new TWIA policy contracts as of January 2020. The new policy includes updated coverages, terms, and conditions. Directly behind this page is a “Notice of New TWIA Policy Contract January 2020,” which is an explanation of the changes included in the new TWIA policy.

**What do I do with this packet?**

It is up to you, the policyholder, to decide what to do with this renewal packet. Please note that any mortgage company listed on the policy will also be mailed this packet. Your insurance agent will receive this renewal offer electronically.

Options that you may decide to take regarding this packet include:

- Continuing to work directly with your insurance agent to modify, renew, and pay for your policy
- Mailing payment directly to TWIA to renew your policy

**You may want to contact your agent or TWIA to discuss this change and your options.**

**What documents are included in this packet?**

- A Renewal Offer Letter that outlines the renewal offer
- A Payment Coupon that you should include if you mail in the policy renewal payment
- A Packet Guide (this page)
- A Notice of New TWIA Policy Contract January 2020 that explains changes in the new policy
- A Renewal Offer Summary

**Where did these changes come from and where can I learn more?**

These changes are a result of laws passed by the Texas Legislature in 2019. Visit www.twia.org/changes for more information on these, and other, legislative changes.

**Who can help me with this packet and my renewal?**

Your insurance agent or TWIA can help you. Please contact your agent directly or contact TWIA at (800) 788-8247 or at agentservices@twia.org.
Notice of New TWIA Policy Contract January 2020

Why am I receiving this notice?

TWIA is required to notify policyholders of any “material changes” made to the TWIA policy contract. This notice fulfills that requirement. The policy changes are reflected in the new TWIA policies effective on or after January 1, 2020. Many of the changes are a result of recent revisions to the Texas Insurance Code by the Texas Legislature.

What are the policy changes?

The changes included in the new TWIA policy include updated coverages, terms, and conditions. For your convenience, we have summarized major changes here. More detailed explanations are in the enclosed Notice of Contract Changes.

Major Change 1. A group of changes that affect TWIA policies with replacement cost coverage.

Background: What is replacement cost coverage?

For policies with replacement cost coverage, claims payments are calculated using the property’s replacement cost value rather than its actual cash value. Replacement cost value is the amount of money needed to replace the property with a similar, new product (i.e. depreciation is not deducted). Actual cash value is the amount of money needed to repair or replace the damaged property at its current market value (i.e. depreciation is deducted). If your policy provides actual cash value coverage you may not receive enough money to cover the full cost of replacing your property after a loss event.

By law, TWIA policies are required to be insured at 80% or more of the replacement cost value of the property to qualify for replacement cost coverage. If a property is not insured to its replacement cost value, any claim for a covered loss is processed at actual cash value.

Changes Affecting Replacement Cost Coverage:

- **Replacement Cost Endorsement Forms Automatically Added to Dwelling Policies:** TWIA’s new dwelling policy contract is an actual cash value policy with a replacement cost endorsement automatically added for a dwelling property insured to 80% or more of its replacement cost value. Commercial policies must manually add the replacement cost value endorsement. The replacement cost value endorsements associated with the new policy contract are TWIA-802 (dwelling policies) and TWIA-164 (commercial policies). If these endorsements are not included on your TWIA dwelling or commercial policy, your claim will be processed at actual cash value rather than replacement cost value.

- **Time of Replacement Cost Estimation:** On policies with an effective date before January 1, 2020, the type of loss settlement—replacement cost value vs. actual cash value—is determined at the time a claim is made. With the revised policies, the type of loss settlement will be determined at the time a policy is issued. This will help policyholders, like you, know if their property is adequately insured.
● **Replacement Cost Coverage Claims Timeline:** Policyholders with replacement cost coverage will have 545 days to complete and provide proof of repairs on a claim. This allows for additional time to complete the claim process and preserve the right to request appraisal. Appraisal is the formal process for disputing the amount that TWIA paid on the accepted part of a claim.

● **Proof of Deductible Payment:** TWIA may require policyholders to submit proof they paid the deductible applicable to their claim before any withheld recoverable depreciation is paid. Recoverable depreciation is the difference between a property’s replacement cost value and its actual cash value. TWIA claims are paid in two parts: first the actual cash value and then the recoverable depreciation after repairs are completed.

● **Penalty Removed for Policies Without Replacement Cost Coverage:** Policies with an effective date before January 1, 2020 that are not insured to their replacement cost value can be charged a monetary penalty during the claim process. TWIA has removed this penalty from its new policy contract.

**Major Change 2. Extensions of claim deadlines.** In the event of a catastrophic weather event, the Commissioner of Insurance may extend claim deadlines an unlimited number of days.

**Major Change 3. Rules for policy transference.** To more closely align with standard industry practices, the new TWIA policy contract does not allow for coverage to automatically transfer to a third party except in cases where TWIA provides consent. In the event of a policyholder’s death, the policy will automatically transfer to either the spouse if they were residing in the same household at time of death, or to the legal representative of the deceased policyholder’s estate.

**When will I see these changes in my policy?**

When you renew your TWIA insurance, the new policy will have an effective date on or after January 1, 2020 and will therefore reflect the changes described in this notice.

**What else should I know?**

Although it includes TWIA policy language, this notice is not a policy contract. When your renewal policy is issued, the coverages, terms, and conditions contained in that document will supersede those described in this notice.

Should you have any questions or concerns about these changes, please contact your insurance agent or call TWIA at (800) 788-8247.
We are making some changes to your contract coverage and conditions as part of policy revisions that affect all residential policies with an effective date of January 1, 2020 or after. These changes are outlined below and identified in the column labeled “Change.” If after reviewing these changes and explanations, you have any questions, please contact us at (800) 788-8247.

Coverage descriptions are necessarily brief and focus only on significant changes to wording. For exact terms and conditions, please refer to your policy. In the event of inconsistencies between this notice or your policy, your policy provisions will apply:

<table>
<thead>
<tr>
<th>Policy Section</th>
<th>Change</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Page</td>
<td>Flood Insurance: You may also need to consider the purchase of flood insurance. Your insurance policy does not include coverage for damage resulting from a flood even if hurricane winds and rain caused the flood to occur. Without separate flood insurance coverage, you may have uncovered losses caused by a flood. Please discuss the need to purchase separate flood insurance coverage with your insurance agent or insurance company, or visit <a href="http://www.floodsmart.gov">www.floodsmart.gov</a>. THIS POLICY DOES NOT PROVIDE FLOOD OR WAVE WASH COVERAGE. CONSULT YOUR AGENT FOR AVAILABILITY OF FLOOD COVERAGE.</td>
<td>We added language to clarify that TWIA’s Dwelling Policy does not provide coverage for flood damage.</td>
</tr>
<tr>
<td>Where you can get information or make a complaint</td>
<td>If you have a question or a problem with a claim or your premium, contact your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.</td>
<td>We replaced the notice of toll-free telephone numbers and procedures for obtaining information and filing complaints.</td>
</tr>
</tbody>
</table>

**Texas Windstorm Insurance Association**
To get information or file a complaint with your insurance company:
- **Call:** TWIA at 1-800-788-8247
- **Toll-free:** 1-800-788-8247
- **Email:** Compliance@twia.org
- **Mail:** Attn: Compliance Department  
  P.O. Box 99090  
  Austin, TX 78709-9090

**The Texas Department of Insurance**
To get help with an insurance question, learn about your rights, or file a complaint with the state:
- **Call:** 1-800-252-3439
- **Online:** www.tdi.texas.gov
- **Email:** ConsumerProtection@tdi.texas.gov
- **Mail:** MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

To compare policies and prices
Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

**Donde puede obtener información o presentar una queja**
Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el...
**Notice Of Contract Changes**  
**TWIA Dwelling Policy Revisions**

<table>
<thead>
<tr>
<th>Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).</th>
</tr>
</thead>
</table>
| **Texas Windstorm Insurance Association**  
Para obtener información o para presentar una queja ante su compañía de seguros:  
Llame a: TWIA al 1-800-788-8247  
Teléfono gratuito: 1-800-788-8247  
Correo electrónico: Compliance@twia.org  
Dirección postal:  
Attn: Compliance Department  
P.O. Box 99090  
Austin, TX 78709-9090 |
| **El Departamento de Seguros de Texas**  
Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:  
Llame: 1-800-252-3439  
En línea: www.tdi.texas.gov  
Correo electrónico: ConsumerProtection@tdi.texas.gov  
Dirección postal: MC 111-1A, P.O. Box 149091,  
Austin, TX 78714-9091 |
| **Para comparar pólizas y precios**  
Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés). |

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<table>
<thead>
<tr>
<th><strong>INSURANCE WEBSITE NOTICE</strong></th>
</tr>
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</table>
| **To compare policies and prices**  
Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel. |
| **AVISO DEL SITIO WEB DE SEGUROS**  
Para comparar pólizas y precios  
Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés). |

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<table>
<thead>
<tr>
<th><strong>IMPORTANT NOTICE REGARDING RESOLUTION DISPUTES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>You may demand appraisal of “replacement cost” without regard to whether all repairs related to the claim are complete. You must demand appraisal no later than the 30th day after the date you receive notice of our decision regarding your request for replacement cost coverage.</td>
</tr>
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<table>
<thead>
<tr>
<th><strong>IMPORTANT NOTICE REGARDING PAYMENT OF INSURANCE DEDUCTIBLES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person’s failure to pay, the applicable insurance deductible.</td>
</tr>
</tbody>
</table>

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: Insured
| DEFINITIONS | “Actual cash value” means the reasonable and necessary amount that you are likely to incur to repair or replace the damaged part of covered property, at the time of loss or damage, with material of like kind and quality and for the same use, subject to a deduction for deterioration and depreciation. “Actual cash value” applies to valuation of damage regardless of whether the property has sustained partial loss or total loss. The “actual cash value” of lost or damaged property may be significantly less than its replacement cost. We will not pay to repair or replace undamaged property due to mismatch of color, discontinued, outdated or obsolete material. “Cost to repair or replace” means the reasonable and necessary amount that you are likely to incur to repair or replace the damaged part of covered property, at the time of loss or damage, with material of like kind and quality and for the same use, without a deduction for deterioration and depreciation. We will not pay to repair or replace undamaged property due to mismatch of color, discontinued, outdated or obsolete material. | We added the “Actual Cash Value” definition to the policy. We added the “Cost to repair or replace” definition to the policy. |
| DEDUCTIBLE | We will not pay for loss or damage to any item in any one occurrence until the amount of loss or damage exceeds the Deductible amount shown in the Declarations for that item. We will then pay the amount of loss or damage for that item in excess of the Deductible amount, up to the applicable limit of liability, after any deduction required by the Coinsurance Condition. | We removed reference to a deduction required by the Coinsurance Condition. We added a duty to keep proof of payment of your deductible. |
| CONDITIONS | 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 records, including invoices, bills, statements, and receipts to us for a claim under replacement cost coverage, Condition 6.c.(4). | We removed reference to replacement cost coverage in the TWIA Dwelling Policy. Replacement cost coverage is now available through the Replacement Cost Endorsement No. (TWIA) 802 – Replacement Cost Coverage A (Dwelling). |
| CONDITIONS | 6. Loss Settlement. Covered property losses are settled as follows: b. Our liability and payment for covered losses to personal property, carpeting, outdoor antennas, awnings, fences, and structures other than buildings will not exceed the smallest of the following: (1) The “actual cash value” of the damaged property at the time of loss, determined with proper deduction for depreciation; (2) The “cost to repair or replace” the damaged property with material of like kind and quality; or (3) The specified limit of liability of the policy. | We removed reference to replacement cost coverage in the TWIA Dwelling Policy. Replacement cost coverage is now available through the Replacement Cost Endorsement No. (TWIA) 802 – Replacement Cost Coverage A (Dwelling). |
Our liability and payment for covered losses to dwelling and other building(s) under Coverage A (Dwelling) will be subject to the following:

(1) If, at the time of loss, the Coverage A (Dwelling) limit of liability is:
   (a) 80% or more of the full replacement cost of the dwelling, or
   (b) Equal to the maximum amount of insurance otherwise available through us,
      we will pay the repair or replacement cost of the damaged building(s), without deduction for depreciation.

(2) If, at the time of loss, the Coverage A (Dwelling) limit of liability is:
   (a) Less than 80% of the full replacement cost of the dwelling, and
   (b) Less than the maximum amount of insurance available through us,
      we will pay no more than the replacement cost of the damaged building(s) at the time of loss, less depreciation.

(3) In determining the amount of insurance required to equal 80% of the full replacement cost of the dwelling, we do not include the value of excavations, underground pipes, underground wiring and foundations which are below the surface of the ground.

(4) We will pay only the actual cash value of the damaged building(s) until repair or replacement is completed. Repair or replacement must be completed within 545 days of the date we notify you of the amount we will pay under Condition 4.b.(2). Upon completion and documentation of repairs or replacement, we will pay the additional amount claimed under replacement cost coverage, but our payment will not exceed the smallest of the following:
   (a) The limit of liability under this policy applicable to the damaged or destroyed building(s);
   (b) The cost to repair or replace that part of the building(s) damaged, with material of like kind and quality and for the same use and occupancy on the same premises; or
   (c) The amount actually and necessarily spent to repair or replace the damaged building(s), as documented by records, including invoices, bills, statements, and receipts, submitted to us under Condition 4.a.(5).

(d) If you dispute the additional amount we will pay for the repair or replacement of the damaged building(s) under Condition 4.c.(4), you may request that this amount be determined by appraisal under Condition 11. You must demand an appraisal not later than the 60th day after the date you submit records, including invoices, bills, statements, and receipts, to us under Condition 4.a.(5) for the repair or replacement of the damaged building(s).
**Notice Of Contract Changes**  
**TWIA Dwelling Policy Revisions**

<table>
<thead>
<tr>
<th>CONDITIONS</th>
<th>7. Coinsurance</th>
</tr>
</thead>
</table>
| a. If a coinsurance percentage is shown in the Declarations, we will not pay the full amount of any loss if the actual cash value of covered property at the time of loss times the coinsurance percentage shown for it in the Declarations is greater than the limit of insurance for the property. Instead, we will determine the most we will pay using the following steps:  
(1) Multiply the actual cash value of covered property at the time of loss by the coinsurance percentage;  
(2) Divide the limit of insurance of the property by the figure determined in step (1);  
(3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in step (2); and  
(4) Subtract the deductible from the figure determined in step (3).  
We will pay the amount determined in step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.  
In applying this coinsurance clause we will disregard the value of foundations of buildings which are below the surface of the lowest basement floor or, where there is no basement, which are below the surface of the ground. We will not consider the cost of removal of debris in the determination of actual cash value when applying the coinsurance clause.  
We will not require a special inventory or appraisal of undamaged property if your total claim for loss is:  
(1) Less than $10,000 and  
(2) Less than 5% of the limit of insurance on the described property.  
This provision does not waive any of the requirements of the coinsurance clause.  

b. This coinsurance clause does not apply to the dwelling or personal property if the limit of liability is equal to or greater than the total amount of fire insurance in effect at the time of the loss.  

**Coinsurance Examples**

**Example No. 1 (Underinsurance):**

<table>
<thead>
<tr>
<th>When:</th>
</tr>
</thead>
</table>
| The actual cash value of the property is $125,000  
The coinsurance percentage for it is 80%  |

We removed the Coinsurance provisions from the TWIA Dwelling Policy.
Notice Of Contract Changes
TWIA Dwelling Policy Revisions

**Insured**

The limit of liability is $80,000
The deductible is $800
The amount of loss is $25,000

Step (1) $125,000 x 80% = $100,000
(the minimum amount of insurance to meet your coinsurance requirement)
Step (2) $80,000 ÷ $100,000 = .80
Step (3) $25,000 x .80 = $20,000
Step (4) $20,000 – $800 = $19,200

We will pay no more than $19,200. The remaining $5,800 is not covered.

Example No. 2 (adequate insurance)
When:
The actual cash value of the property is $125,000
The coinsurance percentage for it is 80%
The limit of liability is $100,000
The deductible is $1,000
The amount of loss is $25,000

Step (1) $125,000 x 80% = $100,000
(the minimum amount of insurance to meet your coinsurance requirement)
Step (2) $100,000 ÷ $100,000 = 1.00
Step (3) $25,000 x 1.00 = $25,000
Step (4) $25,000 – $1,000 = $24,000

We will pay $24,000 of the loss. No penalty applies.

**CONDITIONS**

10. Limited Judicial Remedies.


(2) The two appraisers will then determine the amount of loss, stating separately for the portion of the claim for which we have accepted coverage in full or in part:

We revised the Appraisal Process Condition.
**Notice Of Contract Changes**  
**TWIA Dwelling Policy Revisions**

<p>| | |</p>
<table>
<thead>
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<th></th>
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</thead>
<tbody>
<tr>
<td>i.</td>
<td>The “actual cash value” of the damaged property at the time of loss, determined with proper deduction for depreciation; and</td>
</tr>
<tr>
<td>ii.</td>
<td>The “cost to repair or replace” the damaged property with material of like kind and quality.</td>
</tr>
<tr>
<td>(3)</td>
<td>If you or we request that they do so, the appraisers will also determine:</td>
</tr>
<tr>
<td>iii.</td>
<td>the full replacement cost of the building at the time of loss for purposes of the Loss Settlement Condition; and</td>
</tr>
<tr>
<td>iv.</td>
<td>the value of the covered property at the time of loss for purposes of the Coinsurance Condition.</td>
</tr>
<tr>
<td>(4)</td>
<td>If you or we request that they do so, the appraisers will also determine the amount that you necessarily spent to repair or replace the damaged property.</td>
</tr>
</tbody>
</table>

### CONDITIONS

13. Commissioner Extension of Deadlines. The commissioner of insurance, on a showing of good cause, may by rule extend any deadline established under policy Condition 4, 5, 6, 11, and 12, including endorsements, and set the number of days by which the deadline is extended by periods not to exceed 120 days in the aggregate with reference to claims filed during a particular catastrophe year.  
We revised the Condition allowing the Commissioner to extend deadlines.

14. Assignment of your rights and duties under this policy will not be valid unless we give our consent. May not be transferred without our prior written consent except as follows:  
We revised the Assignment Condition.

21. Death. If you die, we insure:  
a. Your spouse, if a resident of the same household at the time of death; or  
b. The legal representative of the decedent’s estate only with respect to the described location.  
Coverage will be provided until the end of the policy period in which you die.  
We added the Death Condition.
# Residential Renewal Offer Summary

**Texas Windstorm Insurance Association**

**Reference Number:** [Redacted]  
**Requested Renewal Period:** [Redacted] to [Redacted]

**Name and Mailing Address of Agent:** [Redacted]  
**Name and Mailing Address of Insured:** [Redacted]

**Insured:** [Redacted]

## COVERAGES - Windstorm and Hail Only

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Coverage</th>
<th>Property and Form Description</th>
<th>Co-Ins %</th>
<th>Per Item / Per Occurrence Deductible</th>
<th>Form Number</th>
<th>Limit of Liability</th>
<th>Premium</th>
</tr>
</thead>
</table>
| 1        | A         | **Property Description:** Single Family Dwelling  
Actual Cash Value: [Redacted], Replacement Cost: [Redacted], Square Footage: 2433, Year Built: 1999  
**Underwriting Details:**  
Stories: 2; Construction: Frame; Roof: Shingles, Asphalt/Fiberglass; Occupancy: Primary Dwelling  
**Adjustment amounts included in the premium for each item:**  
Personal Property Replacement Cost: [Redacted]  
Indirect Loss: [Redacted]  
Deductible: 2%  
**Item #1-A forms:** ACV 320 220 800 |
| 1        | B         | **Description:** Personal Property located at:  
Square Footage: 2433, Year Built: 1999  
**Underwriting Details:**  
Stories: 2; Construction: Frame; Roof: Shingles, Asphalt/Fiberglass; Occupancy: Primary Dwelling  
**Adjustment amounts included in the premium for each item:**  
Personal Property Replacement Cost: [Redacted]  
Indirect Loss: [Redacted]  
Deductible: 2%  
**Item #1-B forms:** 320 365 |

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**Total Limit / Total Premium:** [Redacted]  
**Total Surcharge:** $0.00  
**Total Premium + Total Surcharge:** [Redacted]

Renewal Offer Summary - Not a binder or a Policy

Page 1 of 2
Renewal Information

This renewal offer is based on information TWIA has available through an existing policy and is a preliminary indication of forms and rates for a subsequent year of coverage. This offer is being made so that you can continue your coverage with TWIA more easily, but this offer is not a policy contract. TWIA assumes no responsibility and has no liability for the failure of you or your agent to effect uninterrupted coverage. Coverage will not be bound unless TWIA receives payment prior to [redacted].

IMPORTANT LEGAL NOTICES:

Evidence of Declination

By accepting TWIA’s renewal offer, you affirm that you or your agent has proof that an insurer has declined to provide wind and hail property coverage to you. This is commonly referred to as a declination. You or your agent must obtain a declination every three years to maintain eligibility for coverage through TWIA.

NOTE: The declination may either be:
- a refusal to offer new or renewal wind and hail coverage on the property, or
- a refusal to offer basic insurance sought by the policyholder that is substantially equivalent to that offered by TWIA.

For example, the lowest deductible offered by a standard market company is greater than that which can be obtained from TWIA. More information on this requirement is available online at: www.twia.org/twia-declination-requirements.

Flood Insurance Requirement

In order to be eligible for a TWIA policy, properties located in specified flood zones must provide proof of flood insurance coverage when the following criteria are met:

1. The structure was constructed, altered, remodeled, or enlarged, on or after September 1, 2009;
2. All or any part of the insured property is located within one of the designated National Flood Insurance Program flood zones (V, VE or V1 - V30); and
3. Flood insurance is available for the property under the National Flood Insurance Program.

By accepting TWIA’s renewal offer, you affirm that if your property meets the criteria listed above, you have provided proof of flood insurance coverage to your agent. This proof of insurance coverage must be made available to TWIA, if specifically requested. More information on this requirement is available online at: www.twia.org/twia-flood-requirements.

90 Day Minimum Retained Premium

Cancellation of the policy will result in a pro-rata refund, subject to a policy minimum retained premium in an amount equal to 90 days or $100, whichever is greater. The minimum retained premium is fully earned on the effective date of the policy.

Surcharges

This policy is 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. Surcharges are non-refundable.

Date generated: December 11, 2019