

**ENDORSEMENT NO.
(FAIR) HO-800**

**AMENDATORY MANDATORY
ENDORSEMENT
(FAIR PLAN)**

DEFINITIONS are amended as follows:

Throughout this policy, the words "we", "us" and "our" refer to the Texas Fair Plan Association.

SECTION I – PERILS INSURED AGAINST

3. Windstorm, Hurricane, and Hail is amended as follows:

This peril does not cover:

a. loss to the following:

- (1) cloth awnings, greenhouses and their contents.
- (2) radio and television towers, outside satellite dishes, masts and antennas, including lead-in wiring, wind chargers and windmills.

b. loss caused by rain, snow, sand, or dust, whether or not driven by wind, unless the direct force of wind or hail makes an opening in the roof or wall and the rain, snow, sand or dust enters through this opening and causes the damage.

4. Explosion is amended to include the following clarification:

This peril does not include loss caused by or resulting from:

- a. Breakage of water, sewage or steam pipes, or any component of a plumbing system.
- b. Freezing of plumbing, heating or air conditioning systems or household appliances.
- c. Discharge, leakage or overflow of water, sewage or steam from within a plumbing, heating or air conditioning system or household appliance.

SECTIONS I AND II – CONDITIONS

Conditions 5, 6 and 7 are deleted and replaced by the following:

5. Cancellation.

- a. You may cancel this policy at any time by notifying us of the date cancellation is to take effect. We will send you any refund due when the policy is returned to us. The refund will be pro rata, subject to our minimum premium.
- b. We may cancel this policy for the reasons stated in this condition by mailing you notice in writing of the date cancellation takes effect.
 - (1) If this policy has been in effect for less than 90 days and is not a renewal policy, we may not cancel this policy unless:
 - (a) there is a property condition which would have been grounds for nonacceptance of the risk has such condition been known to us at the time of acceptance;
 - (b) your property that does not meet the underwriting rules;

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- (c) you do not pay the premium or any portion of premium when due, including nonpayment of premium on a prior Texas Fair Plan Association policy;
- (d) you submit a fraudulent claim;
- (e) material misrepresentation; or
- (f) there is evidence of incendiarism by you or another acting on your behalf.

The effective date of cancellation cannot be before the 10th day after we mail notice if we cancel for non-payment of premium, or the 30th day after we mail notice if we cancel for any other reason.

(2) If this policy has been in effect 90 days or more, we may not cancel this policy unless:

- (a) you do not pay the premium or any portion of the premium when due;
- (b) the Texas Department of Insurance determines that continuation of the policy would violate the Texas Insurance Code or any other laws governing the business of insurance in this state;
- (c) you submit a fraudulent claim;
- (d) material misrepresentation;
- (e) there is evidence of incendiarism by the insured or another acting on your behalf; or
- (f) the dwelling on the **residence premises** shown on the declarations page is no longer eligible for coverage under this policy.

The effective date of cancellation cannot be before the 10th day after we mail the notice. Our notice of cancellation must state the reason for cancellation.

- c. If we cancel, our notice to you will state that if the refund is not included with the notice, it will be mailed within 10 business days of the effective date of cancellation. The refund will be pro rata, subject to our minimum premium.

6. Refusal to Renew. If we refuse to renew this policy, we must deliver to you, or mail to you at your mailing address shown on the declarations page and any mortgagee named on the declarations page, written notice of our refusal to renew not later than the 30th day before the date on which this policy expires. Our notice of non-renewal will state the reason for nonrenewal. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision not to renew, you may require us to renew the policy.

7. Assignment. Assignment of this policy will not be valid.

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Condition 10 and 11 are added as follows:

- 10. Proper Party.** Service of any notice, proof of loss, legal process or other communication with respect to this policy shall be made upon us, and any action by you constituting a claim under this policy shall be brought only against us, and we shall be the proper party for all purposes in any action brought under or in connection with this policy.
- 11. Automatic Termination.** If we offer to renew and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.