

## MANUFACTURED HOMEOWNERS AMENDATORY ENDORSEMENT TEXAS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### DEFINITIONS

The following Definitions have been added:

**Business** means any full or part-time trade, profession or occupation engaged in for economic gain, including farming or ranching, or the rental or holding for rental, of any part of the premises.

**Business** does not mean incidental farming or ranching operations conducted on the premises unless the gross income from these operations is more than \$5,000 a year.

**Business** day means a day other than Saturday, Sunday or holiday recognized by the state of Texas.

Under **SECTION I – PROPERTY COVERAGES**

### PHYSICAL DAMAGE TO INSURED PROPERTY

#### A. Property Covered.

1. **Mobile Home**, the following paragraph **d.** is added:

- d.** Structures attached to the trailer, whether or not a part of the trailer when built or purchased. This includes but is not limited to awnings, shelters, porches, skirting, water pumps and air conditioners attached to (or being transported in) and used in connection with the trailer. This coverage does not apply to land, including land on which the home is located.

2. **Adjacent Structures and Equipment** is replaced by the following:

This coverage includes adjacent structures, used in connection with the trailer described in the Declarations, which are not attached to the trailer. The Company provides such coverage to the extent of their actual cash value, but not exceeding the amount shown for such items under "Limit of Liability" in the Declarations. These include, but are not limited to, sheds, cabanas, pump houses and other structures not attached to the trailer. Structures attached solely by a fence, utility line, or similar connection shall be considered an adjacent structure. This coverage does not apply to land, including land on which the adjacent structure is located.

C. **Extensions of Coverage** is changed to read:

1. Whenever coverages **B.1.a** or **B.2.b** are purchased for the mobile home, the Company will extend the following coverages without specific premium charge.

a. Additional living Expenses

- (1) If an insured loss makes the Named Insured's mobile home not fit to live in, the Company will pay the actual, reasonable and necessary increase in the Named Insured's living expense, up to 20% of the Limit of Liability shown on the Declarations for the mobile home to maintain the Named Insured's normal standard of living while the Named Insured lives elsewhere. The Company will pay for the shortest time needed:

- (a) To repair or replace the damaged property; or

- (b) For the Named Insured to permanently relocate.

But the Company's payments will end seven days after the Company has offered to make a reasonable cash settlement.

- (2) If damage caused by one of the Perils Insured Against occurs at a neighboring premises and makes the Named Insured's mobile home unfit to live in, the Company will pay any resulting additional living expenses for up to 14 days while civil authorities prohibit occupancy on the Named Insured's premises.

- (3) Received bills must be furnished the Company within 30 days of the termination of the applicable reimbursement period.

Additional living expenses includes expenses incurred by the Named Insured for himself and members of his mobile home household while the mobile home remains uninhabitable.

No deductible will apply.

**b. Emergency Service Protection**

- (1) **Fire Department Service.** The company will pay the actual, necessary and reasonable charges, up to \$500, for fire department services rendered when the fire department is called to save or protect insured property from one of the Perils Insured Against.

No deductible will apply.

- (2) **Emergency Removal.** The Company will pay when the Named Insured's mobile home must be moved because it is endangered by one of the Perils Insured Against. The Company will pay the reasonable and necessary cost to remove and return the Named Insured's mobile home to its premises.

No deductible will apply.

- (3) **Trees, Shrubs, Plants and Lawns.** The Company will pay up to 5% of the Limit of Liability shown on the Declarations for the mobile home for loss to trees, shrubs, plants and lawns on the Named Insured's premises. The Company will not pay more than \$500 for any one tree, shrub, plant or lawn including the cost of removing the debris of the insured property.

Coverage applies to loss caused by fire, lightning, explosion, riot, civil commotion, vandalism, malicious mischief, earthquake, landslide, aircraft and vehicles not owned or operated by any resident of the Named Insured's premises.

The Company does not insure trees, shrubs, plants or lawns grown for **business** purposes.

No deductible will apply.

- (4) **Debris Removal.** The Company will pay the actual, reasonable and necessary cost of the removal of debris of insured property, other than trees, from the Named Insured's premises after one of the Perils Insured Against damages the property.

The debris removal cost is included in the limit of Liability that applies to the damaged property. If the amount to be paid for the actual damage to the property, plus the debris removal cost, is more than the Limit of Liability for the damaged property, the Company will pay up to an additional 5% of that Limit of Liability, or \$2,500, whichever is greater, for debris removal.

The Company will also pay the actual, reasonable and necessary cost, up to \$500, for the removal of one or more fallen trees from the Named Insured's premises if the tree damages an insured structure and the falling of the Insured's tree or a neighbor's tree was caused by one of the Perils Insured Against stated for trees, shrubs, plants and lawns.

No deductible will apply.

- (5) **Food Spoilage.** The Company will pay the actual, necessary and reasonable cost, up to \$500, for spoilage of food in the Named Insured's freezer or refrigerator, or the Named Insured's premises, when the damage is caused by interruption of electrical service or mechanical breakdown.

A deductible of \$50 will apply to each loss.

**Under AMOUNT AND METHOD OF SETTLEMENT APPLYING TO SECTION I – PROPERTY COVERAGES**

A. is amended as follows:

**Determining the Amount of Settlement – Limitations on Company Liability.**

Under Item A.1.a., the following is added:

**NOTE:** It is agreed that the Amount and Method of Settlement Applying to Section I – Property Coverages for Broad Form Protection, Broad Form Comprehensive Protection and Collision Protection is changed only for total loss to the mobile home such that the amount of the Company's liability for loss of or damage to the mobile home will be the limit of liability stated in the Declarations.

Under **AMOUNT AND METHOD OF SETTLEMENT APPLYING TO SECTION I – PROPERTY COVERAGES**, the following is added:

**C. The Company's Duties After A Loss.**

1. Within 15 days after the Company receives the insured's written notice of claim, the Company will:
  - a. Acknowledge receipt of the claim.  
If the company's acknowledgement of the claim is not in writing, the Company will keep a record of the date, method and content of the Company's acknowledgment.
  - b. Begin any investigation of the claim
  - c. Specify the information the insured must provide in accordance with the Conditions and Provisions of this policy.  
The Company may request more information, if during the investigation of the claim such additional information is necessary.
2. After the Company receives the information the Company requested, the Company will notify the insured in writing whether the claim will be paid or has been denied or whether more information is needed:
  - a. Within 15 business days; or
  - b. Within 30 days if the Company has reason to believe the loss resulted from arson.
3. If the Company did not approve payment of the insured's claim or requires more time for processing the insured's claim the Company will:
  - a. Give the reasons for denying the insured's claim, or
  - b. Give the reasons the Company requires more time to process the insured's claim. But, the Company will either approve or deny the insured's claim within 45 days after the Company has requested more time.
4. In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above are extended for an additional 15 days
5. Loss Payment
  - a. If the Company notifies the insured that the Company will pay the insured's claim, or part of the insured's claim, the Company will pay within five (5) business days after the Company notifies the insured.
  - b. If payment of the insured's claim or part of the insured's claim requires the performance of an act by the insured, the Company will pay within five (5) business days after the date the insured performs the act.
6. Notice of Settlement of Liability Claim
  - a. The Company will notify the insured in writing of any initial offer to compromise or settle a claim against the insured under the liability section of this policy. The Company will give the insured notice within ten (10) days after the date the offer is made.
  - b. The Company will notify the insured in writing of any settlement of a claim against the insured under the liability section of this policy. The company will give the insured notice within 30 days after the date of settlement.

Under **MISCELLANEOUS PROVISIONS APPLYING TO SECTION I AND SECTION II COVERAGES**

The following **PROVISIONS** have been added:

- M. Non-Renewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations page, written notice at least 30 days before the expiration date. If 30 days' notice is not given, the Company must renew the policy, at the request of the insured, on the expiration of the policy. If the insured has filed two (2) claims in a period of less than three (3) years, the Company may notify the insured that they may refuse to renew the policy if the insured files a third claim during the three-year period. If the insured is not notified, the Company may not refuse to renew this policy because of claims. Applicable claims do not include claims resulting from a loss caused by natural causes, claims that are filed but not paid or payable under this policy or claims that an insurer is prohibited from using under Section 544.353. Proof of mailing will be sufficient proof of notice. We may not non-renew a policy based solely on the fact that the policyholder is an elected official.
- N. Automatic Termination.** If the Company offers to renew this policy, but the Named Insured or the Named Insured's representatives do not accept the Company's offer, then this policy will automatically terminate at the end of the current Policy Period. Failure to pay the required renewal premium when due will mean that the Named Insured has not accepted the Company's offer.

- O. Coverages for Spouses and Former Spouses.** It is understood and agreed that this policy, subject to all other terms and conditions contained in this policy, when covering residential community property, as defined by state law, shall remain in full force and effect as to the interest of each spouse covered, irrespective of divorce or change of ownership between the spouses unless excluded by endorsement attached to this policy until the expiration of the policy or until canceled in accordance with the terms and conditions of this policy.

**All other provisions of this policy apply.**