

Windstorm Coverage Update

March 2, 2026

'Windstorm' – Texas

Privilege Underwriters Reciprocal Exch. v. Mankoff

No. 24-0132, 2026 WL 406028 (Tex. Feb. 13, 2026)

The Supreme Court of Texas held that because the ordinary meaning of the term “windstorm” in a homeowners insurance policy unambiguously encompasses a tornado, the insureds’ tornado-related property damage claim was subject to the policy’s “Windstorm or Hail Deductible.”

In 2019, a tornado damaged Jeff and Staci Mankoff’s (the Mankoffs) home in Dallas, Texas. Following the tornado, it rained for approximately two minutes. The Mankoffs submitted a claim for property damages to their homeowners insurer, Privilege Underwriters Reciprocal Exchange (PURE). PURE, however, only paid a portion of the claim, contending that the tornado qualified as a windstorm, and therefore, the Mankoffs’ claim was subject to the policy’s \$87,156 “Windstorm or Hail Deductible.”

In response, the Mankoffs sued PURE for breach of contract. The Mankoffs alleged that the damage to their home was not caused by a windstorm, and therefore, PURE breached the policy by applying the “Windstorm or Hail Deductible” to the amount owed on their claim. The trial court, however, granted summary judgment in favor of PURE, finding that the ordinary meaning of “windstorm,” an undefined term in the policy, unambiguously encompasses a tornado. The Mankoffs appealed.

A divided appellate court reversed the trial court’s decision, holding that the policy’s “Windstorm or Hail Deductible” was ambiguous because the term “windstorm” was undefined and capable of more than one reasonable interpretation. The appellate court was persuaded by the dictionary definitions, media coverage and statutory provisions cited by the Mankoffs, which indicated that the term “windstorm” could mean “a storm with damaging winds that may or may not be accompanied by precipitation, but [which] does not include a tornado.” After determining the term “windstorm,” as used in the policy, was ambiguous, the appellate court adopted the construction most favorable to the Mankoffs and held that PURE improperly applied the “Windstorm or Hail Deductible” to the Mankoffs’ claim. In turn, PURE petitioned the Supreme Court of Texas for review.

The Supreme Court noted that because “windstorm” is an undefined term in the policy, it must apply the ordinary meaning of the term to determine whether it unambiguously encompasses a tornado. The Supreme Court turned to dictionary definitions, statutory uses of the term, and other court decisions to discern the ordinary meaning of the term “windstorm.” The Supreme Court found that dictionary definitions of “windstorm” are evidently consistent in that they all define “windstorm” as a storm with violent, strong winds but little or no precipitation. The Supreme Court determined that a tornado falls

within these definitional bounds.

The Supreme Court then considered statutory uses of the term “windstorm.” Although sections of the insurance code and one section of the property code list tornadoes and windstorms separately, the Supreme Court reasoned that these provisions merely include broad enumerated terms with ordinary meanings that encompass accompanying narrower terms – e.g., including terms such as “rain,” “tornado,” and “lightning” in a list that also includes “weather or climatic conditions.” Because nothing in these statutory provisions indicates that the Legislature intended to confer an ordinary meaning of the term “windstorm” that excludes “tornadoes,” the Supreme Court determined the usage of “windstorm” in these statutory provisions was not instructive.

The Supreme Court also noted that although no Texas court has determined the ordinary meaning of “windstorm” as a matter of law, several courts have favorably cited to the Texas appellate court’s decision in *Fireman’s Ins. Co. v. Weatherman*, 193 S.W.2d 247 (Tex. App. 1946). In *Weatherman*, the appellate court affirmed the propriety of a trial court’s definition of “windstorm” submitted to a jury as “something more than an ordinary gust of wind, no matter how long prolonged, and though the whirling features which usually accompany tornadoes and cyclones need not be present, it must assume the aspect of a storm.” The Supreme Court reasoned that this provides guidance that courts over the years have perceived tornadoes as windstorms.

When considering the dictionary definitions of “windstorm” in conjunction with the term’s usage in statutory provisions and other cases, the Supreme Court held that the ordinary meaning of “windstorm” in an insurance policy unambiguously encompasses a tornado. Therefore, the Mankoffs’ tornado-related property damage claim was subject to the policy’s “Windstorm or Hail Deductible.”

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