

Texas Tornado Ruling Puts Policy Definitions In Spotlight

By **Abraham Gross**

Law360 (February 19, 2026, 8:44 PM EST) -- A Texas Supreme Court ruling that classified tornadoes as a type of "windstorm" in a homeowners policy underscored different approaches to interpreting definitions in insurance policies and the increasing importance of deductibles, experts say.



A Texas couple whose home was damaged by a tornado failed to convince the state's Supreme Court that distinct uses of "windstorm" and "tornado" within state insurance and property codes indicated that the former excluded the latter. (AP photo)

In a decision **handed down** Feb. 13, the justices found that damage to Jeff and Staci Mankoff's Dallas home from an October 2019 tornado outbreak was subject to a deductible for windstorm losses. The state Supreme Court reversed an appeals court's decision finding that the use of the term "windstorm" by Privilege Underwriters Reciprocal Exchange, or PURE, was ambiguous.

The reversal was celebrated by representatives of insurers, who saw the justices' ruling as upholding common-sense interpretation of undefined terms in the policy.

"The Texas Supreme Court's decision reinforces that undefined insurance policy terms will be interpreted according to their plain and ordinary meaning, and courts will not create ambiguity based on technical or hyper-specific distinction," Laura J. Gindele of Rivkin Radler LLP, who represents insurers, said in an email to Law360.

She added that, by confirming that a tornado falls within the ordinary meaning of a "windstorm," the

ruling provides important clarity for insurers and policyholders and strengthens the enforceability of windstorm deductibles in severe weather claims.

The justices said that based on dictionary definitions, statutes and case law, "windstorms" unambiguously included tornadoes, rejecting the Mankoffs' claim that distinct uses of "windstorm" and "tornado" within state insurance and property codes indicated that the former excluded the latter.

"The common thread running through dictionary definitions of 'windstorm' is a storm with violent, strong winds but little or no precipitation," said Justice Debra H. Lehrmann, who authored the opinion. "A tornado falls within these definitional boundaries."

The justices also dismissed the Mankoffs' evidence for distinct definitions, including media coverage, dictionary definitions and the expert opinion of a meteorologist.

"To the contrary, all authorities indicate the obvious: not all windstorms contain tornadoes, but all tornadoes are windstorms, regardless of whether the broader weather event includes precipitation," the justices said.

Max Stern, a carrier-side attorney for Duane Morris LLP, said that in recent years, policyholders have pushed the envelope of definitions, especially with respect to COVID-19 loss claims, resulting in courts becoming more comfortable taking a commonplace understanding.

"When you get beyond the commonplace understanding, you see courts pushing back against that kind of interpretation," he said.

Stern said such definitional issues are the bread and butter of commercial policy disputes, observing that across policy language, there's always room to "slice and dice things".

"You see that kind of dispute across all kinds of coverages, dealing with undefined terms or even defined terms," he said.

The October 2019 tornado outbreak at the center of the case became one of the costliest in Texas' history. The twister inflicted approximately \$1.55 billion in property damage across more than 15 miles in the Dallas-Fort Worth area, according to public data from the National Oceanic and Atmospheric Administration.

Texas is part of Tornado Alley, an informal label for a region of the country where tornadoes are concentrated.

According to appeals court documents, the Mankoffs filed a claim for about \$749,000 after the storm; PURE deducted about \$87,000 from the payout, citing a deductible equal to 2% of the dwelling cover limit for property losses caused "directly or indirectly by windstorm or hail."

The couple subsequently sued the insurer in 2021 for breach of contract and to recover the full claim amount, plus attorney fees, arguing that a tornado is not a "windstorm" and that Texas courts are bound to skew toward coverage if an exclusion has multiple reasonable interpretations.

In a divided Fifth Court of Appeals ruling issued in January 2024, two of the court's three justices reversed a trial court ruling against the Mankoffs, agreeing that it was ambiguous whether tornadoes qualified as windstorms.

The majority conceded that while "windstorm" and "tornado" may be considered synonyms in some situations, in the context of the policy, windstorm damage was listed as a distinct peril alongside hail.

The Supreme Court justices, however, found the dissenting opinion by Fifth Court of Appeals Justice Emily Miskel more persuasive.

"While listing the two weather events separately may imply that they are not identical phenomena, it does not necessarily weigh against an interpretation that a tornado is a subtype of a windstorm — just as not all rectangles are squares, but all squares are rectangles," Justice Miskel wrote.

"I wish the insurance company had defined its terms," Justice Miskel added.

Rick Harmon of Freeman Mathis & Gary LLP, a Dallas resident who represents insurers and has helped draft policies, told Law360 that few policies are issued without deductibles for windstorm or hail since they occur more frequently than other perils, and insurers are seeking to mitigate their risk.

He said that it is often impractical to define every term in a policy because doing so could also create conflicting or confusing language.

"If we defined every term, your policy would probably be 50 pages long with all the definitions, so there's just terms that don't get defined," he said. "Most people will think of a tornado as a windstorm because it's violent winds that cause the damage, and that's what the Supreme Court ultimately held."

Marshall Gilinsky of Anderson Kill PC, who represents policyholders, found such arguments unpersuasive.

"That would make sense to me if insurance contracts as they existed today were short and succinct and pithy, but they're not," he said.

Gilinsky noted that windstorms, hurricanes, tornadoes, storm surges, floods and hail are overlapping weather events, and that for insureds who pay for policies without exclusionary language that specifically mentions tornadoes, an insurer applying a deductible of tens of thousands of dollars is a significant cost.

"These deductible and sublimit challenges can be, if not all or nothing, something very close to it," he said. "If you're underwriting risks in central Texas or in Oklahoma or in Kansas or Missouri, why wouldn't you use the word 'tornado'? That's how you avoid confusion."

The case is Privilege Underwriters Reciprocal Exchange v. Mankoff et al., case number 24-0132, in the Supreme Court of Texas.

--Additional reporting by Hope Patti. Editing by Abbie Sarfo and Nick Petruncio.