



«CompanyName»
Administered by: «GAName»
NAIC Code: «NAIC»
License #: «CoLicenseNum» **Phone:** «CompanyPhoneNum»
«CompanyDisplayAddr»
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Texas Personal Auto Policy

Bluefire Insurance Services

Home State County Mutual Insurance Company

<<Address>>

<City, State, Zip>>

Phone: []

Fax: []

Claims: []

IMPORTANT

Please let the company know about an accident, however minor, immediately after a loss. If the accident involves serious injuries or fatalities, please provide the date of inquest if one is to be held. Delay in sending notice may jeopardize your claim rights.

PLEASE READ YOUR POLICY

NOTICE - This has been issued based upon reliance of statements on the application. **Read it Carefully** and notify the Company (through your agent) of any wrong information or changes that may occur immediately.

THESE POLICY PROVISIONS WITH THE APPLICATION, DECLARATIONS PAGE, AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THIS POLICY.



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YOUR TEXAS PERSONAL AUTO POLICY - QUICK GUIDE

APPLICATION

DECLARATIONS PAGE

NAME OF INSURANCE COMPANY
 YOUR NAME AND ADDRESS
 YOUR AUTO OR TRAILER
 POLICY PERIOD
 COVERAGE AND AMOUNTS OF INSURANCE

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AGREEMENT

In consideration of the payment of premium and fees in the amount required, **we** agree to insure **you** subject to the terms and conditions of the policy selected by **you**. The coverages, limits, and deductibles **you** have selected are shown in the **declarations**, which form a part of this policy. The selected coverages in this policy apply only to losses which occur when the policy is in force.

This policy was issued in reliance of the statements in the application and **declarations**. The policy is subject to all of the terms of this policy. **We** agree with **you** as follows:

REPRESENTATIONS AND WARRANTIES

By acceptance of this policy **you** agree:

1. that the statements contained in the application, a copy of which is attached to and forms a part of this policy, and the statements in the **declarations** are **your** representations. **You** warrant that they are true and correct; and
2. that this policy is issued in reliance upon the truth of those representations and warranties; and
3. that any material misrepresentations on this application may result in the voiding of the policy; and
4. that this policy includes all agreements existing between **you** and **us** or any agents acting on behalf of **us**.

DEFINITIONS

Words and phrases are defined below. They are bold faced or capitalized when used.

Throughout this policy, "**you**" and "**your**" refer to:

1. The named insured shown in the **declarations**; and
2. The spouse of the named insured if residing in the same household and listed in the **declarations**, or if not residing in the same household as the named insured, during a period of separation in contemplation of divorce.

"**We**", "**us**", and "**our**" refer to the Company providing this insurance.

For purposes of this policy, any **private passenger auto** shall be deemed to be owned by that person if leased:

1. Under a written agreement to any person; and
2. For a continuous period of at least twelve months.

"**Declarations**" means:

the declaration page and/or endorsement page **we** provide which lists the following:

1. Coverages **you** have obtained with the designated limit and/or deductible amount for each.

2. Vehicles **you** have opted to insure and are covered under this policy.
3. Drivers **you** have opted to insure and are covered under this policy.
4. Drivers **you** have listed as excluded and are NOT covered under this policy.
5. Other information regarding **your** policy.

"**Private passenger auto**" means:

A vehicle with at least four (4) wheels primarily for use on public roads. It includes pickup trucks, vans and utility vehicles with a rated load capacity of 25,000 pounds or less that is not used for the delivery or transportation of goods, materials, or supplies, other than samples, unless: (a) the delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or (b) the vehicle is used for farming or ranching

"**Your covered auto**" means:

1. Any **private passenger auto** shown in the **declarations**.
2. Any of the following types of vehicles on the date you became the owner:
 - a. a private passenger auto; or
 - b. a utility type vehicle, with a G.V.W. of 25,000 lbs. or less, of the pickup body, sedan delivery, panel truck, van type and multi-use type, not used for the delivery or transportation of goods, materials or supplies other than samples; unless,
 - i. the delivery of goods, materials or supplies is not the primary usage of the vehicle, or
 - ii. used for farming or ranching.

This provision applies only if you acquire the vehicle during the policy period; and notify us within 30 days after you become the owner.

3. If the vehicle **you** acquire replaces one shown in the **Declarations**, it will have the same coverage as the vehicle it replaced. **You** must notify **us** of a replacement vehicle within 30 days only if **you** wish to add or continue Coverage for Damage to your Auto. If the vehicle **you** acquire is in addition to any shown in the **Declarations**, it will have the broadest coverage **we** now provide for any vehicle shown in the **Declarations**.
4. Any **trailer you** own.
5. Any **private passenger auto you** are driving as a **substitute auto**. However, a **substitute auto** does not apply as **your covered auto** under **Part C** and **Part D**.
6. Any **temporary vehicle**

"**Temporary vehicle**" includes a vehicle that is loaned or provided to a **covered person** by an automobile **repair facility** for the **covered person's** use while the **covered person's**



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vehicle is at the **repair facility** for service, repair, maintenance, or damage or to obtain an estimate and is:

1. In the **covered person's** lawful possession;
2. Not owned by the **covered person** or any other person residing in the **covered person's** household; and
3. Operated by or in the **covered person's** possession until the vehicle is returned to the **repair facility**.
4. However, **temporary vehicle** does not include any vehicle that is not:
 - a. A **private passenger auto**; or
 - b. A pickup, utility vehicle, or van with a gross vehicle weight of 14,000 pounds or less that is not used for the delivery or transportation of goods, materials, or supplies, other than samples, unless:
 - i. The delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or
 - ii. The vehicle is used for farming or ranching.

“**Repair facility**” means a person who rebuilds, repairs, or services a motor vehicle for a fee or under a warranty, service, or maintenance contract.

“**Non-owned auto**” means:

Any **private passenger auto** not owned by, furnished, or available for the regular use of **you** or any **family member**, while in the custody of and being **operated** by any listed driver shown in the **declarations**. When operating a **non-owned auto**, it must be done so with the permission of the owner and within the course and scope of such permission. However, a **non-owned auto** does not include any vehicle used as a **substitute auto** for a vehicle shown in the **declarations**.

“**Substitute Auto**” means:

Any **private passenger auto** being **operated** by or in the possession of any listed driver shown in the **declarations** for temporary use while **your covered auto** is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction. A **substitute auto** does not include a vehicle owned by **you**, a **family member**, any person residing with **you**, or a vehicle made available to **you** for **your** regular use. When operating a **substitute auto** it must be done so with the permission of the owner and within the course and scope of such permission. Temporary as outlined in this section is defined as 60 days or less.

“**Trailer**” means:

A platform or frame with wheels that is pulled behind a vehicle and is used to transport something.

“**Accident**” means:

A sudden and unexpected event of one or more vehicle(s) which results in **bodily injury** and/or **property damage**.

“**Bodily injury**” means:

Physical injury to the body of a person. It includes sickness, disease, death, or emotional injury of that person resulting from the physical injury. **Bodily injury** does not include the transmission or spread of any **communicable disease** unless the transmission or spread arises from an injury sustained in an auto accident.

“**Property damage**” means:

Damage or destruction of tangible property including loss of use.

“**Family member**” means:

A person related to **you** by blood, marriage, or adoption who is a resident of **your** household. This includes a ward or foster child. This also includes **your** spouse even when not a resident of **your** household during a period of separation in contemplation of divorce.

“**Occupying**” means:

In, upon, getting in, on, out, or off.

“**Operate**” means:

Physically controlling, having controlled, or attempting to control the movement of a vehicle or any action that could set the vehicle in motion.

“**Maintenance**” means:

Performance of services which are necessary to keep a vehicle in working order or to restore it to working order.

“**Derivative Claims**” means:

Loss of society, loss of companionship, loss of services, loss of consortium, or emotional loss of a loved one. It includes a person's emotional injury or mental anguish which resulted from witnessing an injury to another person or which otherwise resulted from injury to another person.

“**Crime**” means:

Any felony or action to flee from, evade or avoid arrest or detection by the police or other law enforcement agency.

“**Business Day**” means:

A day other than Saturday, Sunday or holidays recognized by this State.

“**Exemplary damages**” means:

Any damages awarded as a penalty or by way of punishment. **Exemplary damages** are not compensatory damages. **Exemplary damages** are neither economic nor noneconomic damages. **Exemplary damages** include **punitive damages**.

“**Digital network**” means any online-enabled application, software, website, or system offered or used by a **TNC** that enables a prearranged ride with a **TNC driver**.



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“**Personal vehicle**” means a vehicle that is used by a TNC driver and is:

1. owned, leased, or otherwise authorized for use by the driver; and
2. not a taxicab, limousine, or similar for-hire vehicle.

“**Prearranged ride**” means transportation provided by a TNC driver to a TNC rider, beginning at the time a driver accepts a ride requested by a rider through a digital network controlled by a TNC and ending at the time the last requesting rider departs from the driver's personal vehicle. The term does not include:

1. a shared expense carpool or vanpool arrangement or service; or
2. transportation provided using a taxicab, limousine, or similar for-hire vehicle.

“**Transportation Network Company**” or “**TNC**” means a corporation, partnership, sole proprietorship, or other entity operating in this state that uses a digital network to connect a TNC rider to a TNC driver for a prearranged ride.

“**TNC driver**” means a **covered person** who:

1. receives connections to potential TNC riders and related services from a TNC in exchange for payment of a fee to the company; and

uses a personal vehicle to offer or provide a prearranged ride to a TNC rider on connection with the rider through a digital network controlled by the company in exchange for compensation or payment of a fee.

“**TNC rider**” means an individual who uses a transportation network company's digital network to connect with a transportation network company driver who provides a prearranged ride to the individual in the driver's personal vehicle between points chosen by the individual.

“**Communicable diseases**” means a contagious disease or illness arising out of or in any manner related to an infectious or biological virus or agent or its toxic products which is transmitted or spread, directly or indirectly, to a person from an infected person, plant, animal or anthropoid, or through the agency of an intermediate animal, host or vector of the inanimate environment or transmitted or spread by instrument or any other method of transmission. Communicable Disease shall include, but not be limited to Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Syndrome (HIV), Human papillomavirus (HPV), Severe Acute Respiratory Syndrome (SARS), West Nile Disease, chicken pox, any type or strain of influenza (including, but not limited to avian flu), legionella, hepatitis, measles, meningitis, mononucleosis, whooping cough, cholera, bubonic plagues, anthrax and COVID-19.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, **we** will pay for **bodily injury** or **property damage** for which any **covered person**, as defined in this part, becomes legally responsible due to an **accident**. **We** will settle or defend, as **we** consider appropriate, any claim or lawsuit for these damages. In addition to **our** limit of liability, **we** will pay all defense costs **we** incur. **Our** duty to settle ends when **our** limit of liability for this coverage has been exhausted; however, **we** will continue to provide a defense if required by law.

“**Covered person**” as used in this Part means:

1. Any listed driver as shown in the **declarations** for the ownership, **maintenance**, or use of **your covered auto**.
2. Any listed driver as shown in the **declarations** when operating a **non-owned auto** or **substitute auto** while doing so with the permission of the owner.
3. Any person, using and in legal possession of **your covered auto** with **your** expressed or implied permission and within the course and scope of that permission.

SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of a **covered person**:

1. Up to \$250 for the cost of bail bonds required because of an **accident**. This includes related traffic law violations resulting in **bodily injury** or **property damage** covered under this policy.
2. Interest accruing after a judgment until such time as **we** offer to pay such judgment and accrued interest. This is as long as it does not exceed **our** policy limits for such judgment.
3. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at **our** request.
4. Premiums on appeal bonds required in any lawsuit against **you** that **we** defend. The face amount of these bonds may not exceed the limits of liability shown in the **declarations**.
5. Other reasonable expenses incurred at **our** request. This does not include loss of earnings.

EXCLUSIONS

We do not provide Liability Coverage:

1. To any person who intentionally causes or who expects to cause **bodily injury** or **property damage**.
2. To any person for **property damage** to any property owned by or being transported by that person.
3. For **property damage** to any property owned by, rented to, being transported by, used by, or in the care or custody of a **covered person** or any person residing in **your** household. This does not apply to a **temporary**



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- vehicle.
4. For **bodily injury** to an employee, employer, or co-worker of a **covered person** when injured in an **accident** during the course of employment. This exclusion does not apply to domestic employees who are not covered or required to be covered under any worker's compensation laws.
 5. To any vehicle or person while the vehicle is being used to carry persons or property for a fee or compensation, of any type. This includes but is not limited to food deliveries, postal deliveries, and newspaper deliveries. This exclusion does not apply to a share-the-expense carpool or any **temporary vehicle**.
 6. To **your covered auto** while being rented, leased, or offered to others for a fee or compensation. This does not apply if **you** or **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
 7. For the ownership, **maintenance**, or use of a motorcycle, all-terrain vehicle (ATV), recreational off-highway vehicle, utility task vehicle (UTV), golf cart, or any motorized vehicle that has less than four wheels.
 8. To any vehicle, other than **your covered auto**, which is owned by **you** or is furnished and/or made available to **you** for **your** regular use.
 9. To any vehicle, other than **your covered auto**, which is owned by or is furnished and/or made available for the regular use of a **family member**.
 10. To any person using **your covered auto** without **your** expressed or implied permission or not within the course and scope of such permission.
 11. To any person for **bodily injury** or **property damage** for which that person is an insured under a nuclear energy liability policy, or they would be an insured except for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
 12. For any person's liability arising out of the ownership or operation of a vehicle while it is being tested, repaired, serviced, or used in any organized or unorganized racing event, or a speed contest.
 13. For any person's liability arising out of any contract, bailment, or agreement, or obligation under the Federal Torts Claims act. This does not apply to a temporary vehicle.
 14. For any person's liability arising out of the ownership or operation of a vehicle while located for use as a residence or as a premises.
 15. For **bodily injury** to **you**, any **family member**, any person as shown in the **declarations**, or any person residing in **your** household. This does not apply except to the extent of the minimum limits of Liability

- Coverage required by "Transportation Code 601".
16. To **your covered auto**, **non-owned auto** or **substitute auto** while being **operated** by a **covered person** in the commission of a **crime**, other than driving under the influence or other traffic violation.
 17. To any person for **bodily injury** or **property damage** caused by war or any consequence of war.
 18. Due to or as a consequence of a seizure of your **covered auto** by federal or state law enforcement officers as evidence in a case against **you** under the Texas Controlled Substances Act, Health & Safety Code § 481.001, et seq., or the Federal Controlled Substances Act, also known as the Drug Abuse Prevention and Control Act, 21 U.S.C.A § 801 et seq., if **you** are convicted in such case, or loss due to taking or confiscation by governmental or civil authority, for any purpose, including temporary taking or temporary confiscation.
 19. For any **accident**, **loss**, **bodily injury**, or **property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.

LIMIT OF LIABILITY

The limit of liability shown on the **declarations** is the most **we** will pay regardless of the number of **covered persons**, covered vehicles, claims made, vehicles involved in an **accident**, lawsuits brought, or premium paid subject to the following:

1. The limit for "each person" is the maximum **we** will pay for **bodily injury** sustained by any one person in any one **accident**. This includes all **derivative claims**.
2. Subject to the **bodily injury** limit for "each person", the limit for "each **accident**" is the maximum **we** will pay for **bodily injury** sustained by two or more persons in any one **accident**. This includes all **derivative claims**.
3. The **property damage** liability limit for "each occurrence" is the maximum **we** will pay for all damage to property in one occurrence.

Any amount payable under this coverage to or on behalf of an injured person will be coordinated with benefits or payment(s) made to that person under the medical payments coverage. Any payment under the uninsured/underinsured motorist coverage or personal injury protection coverage of this policy to or for a **covered person** will reduce any amount that person is entitled to recover under this coverage.

FINANCIAL RESPONSIBILITY LAWS

If **we** certify this policy as proof of Financial Responsibility, it will comply with the law to the extent of the coverage required



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in Texas. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OUT OF STATE COVERAGE

If an auto **accident** to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that **accident** as follows:

1. If the state or province has financial responsibility or similar which specifies limits of liability for **bodily injury** or **property damage** higher than the limit shown in the **declarations**, your policy will provide the higher specified limit.
2. If the state or province has compulsory insurance or a similar law requiring a nonresident to maintain insurance whenever the non-resident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
3. No one will be entitled to duplicate payments for the same elements of loss.

OTHER INSURANCE

If there is other applicable insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of applicable limits. However, any insurance **we** provide with respect to a **non-owned auto** or a **substitute auto** shall be excess over any other insurance. However, **we** will provide primary insurance for any **temporary vehicle**.

PART B1 – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, **we** will pay reasonable expenses that have been incurred for necessary medical and funeral services because of a **bodily injury** caused by an **accident** and sustained by a **covered person**. **We** will pay only those expenses which are incurred within three years from the date of an **accident**.

"**Covered Person**" as used in this Part means:

1. **You**, any **family member**, or any listed driver as shown in the **declarations** while **occupying** a vehicle designed for use primarily on public roads and highways.
2. Any person while **occupying your covered auto** with **your** expressed or implied permission.
3. **You**, a **family member**, or any listed driver as shown in the **declarations** as a pedestrian when struck by a vehicle or **trailer** designed for use primarily on public roads and highways.

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim. Written proof includes full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy. The **covered person** shall also provide an authorization which would allow **us** to obtain related medical reports and copies of the related records.

EXCLUSIONS

We do not provide Medical Payments Coverage for any person for **bodily injury**:

1. sustained while **occupying** a motorcycle or all-terrain motorized vehicle having two, three, or four wheels.
2. sustained while **occupying your covered auto** when it is being used to carry persons or property for a fee or compensation of any type. This includes but is not limited to food deliveries, postal deliveries, and newspaper deliveries. The exclusion does not apply to a share-the-expense car pool.
3. sustained while **your covered auto** is being rented, leased, or offered to others for a fee or compensation. This does not apply if **you** or **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
4. sustained while **occupying** any vehicle while located for use as a residence or premises.
5. occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
6. sustained while **occupying** or when struck by any vehicle (other than **your covered auto**) which is owned by **you** and/or furnished or made available for the regular use of **you**, a **family member**, or any listed driver as shown on the **declarations**.
7. sustained while **occupying your covered auto** by any person other than **you** or a **family member** without the permission of the owner or not within the scope of such permission.
8. sustained while **occupying** any vehicle when it is regularly being used in the business or occupation of a **covered person**.
9. caused by the discharge of a nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion or revolution, or any consequence of any of these.
10. from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
11. arising out of the ownership or operation of a vehicle while it is being tested, repaired, serviced or used in any organized or unorganized racing event or speed contest.



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12. sustained while a **covered person** is operating any vehicle in the commission of a **crime**, other than a traffic violation.
13. sustained by any person who intentionally causes or expects to cause **bodily injury** or **property damage**.
14. For any **accident, loss, bodily injury, or property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.

LIMIT OF LIABILITY

The limit of liability shown in the **declarations** for this coverage is **our** maximum limit of liability for any one person injured in any one **accident**. This is the most we will pay regardless of the number of **covered persons**, covered vehicles, claims made, vehicles involved in an **accident**, lawsuits brought, or premium paid. Any amounts payable for expenses under this coverage will be coordinated with benefits or payments made for the same expenses under any Liability Coverage or Uninsured/Underinsured Motorist Bodily Injury (if applicable).

OTHER INSURANCE

If there is other applicable auto medical payments insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a vehicle **you** do not own shall be excess over any other auto insurance providing payments for medical or funeral expenses.

PAYMENT OF BENEFITS

In agreement with the insured, **we** may pay the **covered person**, the person that provides the medical services, or the person responsible for payment of the medical expenses. No payment will be made under this coverage unless the injured person or his legal representative agrees, in writing, that the payment will be applied toward any settlement or judgment that person received under any Liability Coverage or Uninsured/Underinsured Motorist Bodily Injury Coverage.

TRUST AGREEMENT

When **we** pay medical expenses, the **covered person** or legal representative must agree, in writing, to repay **us** out of any damages recovered from anyone responsible for causing the **bodily injury**. The **covered person** must also agree in writing to hold in trust and preserve for **us** any proceeds of recovery against anyone.

OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made medical payment coverage payments, **we** have the right to recover the payment from anyone who is held

responsible. The **covered person** must sign any papers and do whatever else is necessary to transfer this right to **us**. The **covered person** has no authority to waive **our** right to recovery without first obtaining **our** written permission to do so.

PART B2 – PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

We will pay, in accordance with the Texas Insurance Code, for this coverage and subject to the exclusions and limit of liability stated. **We** will pay Personal Injury Protection because of **bodily injury** caused by an **accident** and sustained by a **covered person**. **We** will pay only those expenses which are incurred within three years from the date of an **accident**.

"Bodily injury" means:

Physical injury to the body of a person. It includes sickness, disease, death, or emotional injury of that person resulting from the physical injury.

"Covered Person" as used in this Part means:

1. **You**, any **family member**, or any listed driver as shown in the **declarations** while **occupying** a vehicle designed for use primarily on public roads and highways.
2. Any person while **occupying your covered auto** with **your** expressed or implied permission.
3. **You**, a **family member**, or any listed driver as shown in the **declarations** as a pedestrian when struck by a vehicle or **trailer** designed for use primarily on public roads and highways.

As soon as possible, the **covered person** making claim under this coverage shall give **us** written proof of claim. Written proof includes full details of the injuries and treatment and any other reasonable information **we** may need to determine the amount payable. The **covered person** shall submit to reasonable questioning concerning any claim made under this policy. The **covered person** shall also provide an authorization which would allow **us** to obtain related medical reports and copies of the related records.

Personal Injury Protection benefits consist of:

1. Reasonable expenses incurred for necessary medical and funeral services.
2. 80% of a **covered person's** loss of income from employment. Any benefits will apply if the covered person was an income producer and was in an occupational status.
 - a. Loss of income is the difference between income which would have been earned had the **covered person** not been injured and the amount of income actually received from employment during disability.



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- b. If the income being earned as of the date of the **accident** is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned.
 - c. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the **accident** shall be used.
3. Reasonable expenses incurred for services. These services must replace those a **covered person** would normally have performed without pay, during a period of disability and for the care and maintenance of the family or household. Any benefits will apply if the **covered person** was not an income producer and was not in an occupational status.

These benefits do not apply to any loss after the **covered person** dies.

EXCLUSIONS

We do not provide Personal Injury Protection Coverage for any person for **bodily injury** sustained:

- 1. By any person in an **accident** caused intentionally by, or at the direction of, that person.
- 2. By that person while in the commission of a felony.
- 3. By that person while attempting to elude arrest by a law enforcement official.
- 4. While **occupying**, or when struck by, any motor vehicle (other than **your covered auto**) which is owned by **you**.
- 5. By a relative or resident while **occupying**, or when struck by, any motor vehicle (other than **your covered auto**) which is owned by the relative or resident.
- 6. For any **accident, loss, bodily injury, or property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.

LIMIT OF LIABILITY

The limit of liability shown in the **declarations** for this coverage is **our** maximum limit of liability for any one person injured in any one **accident**. This is the most we will pay regardless of the number of **covered persons**, covered vehicles, claims made, vehicles involved in an **accident**, lawsuits brought, or premium paid.

OTHER INSURANCE

If there is other applicable personal injury protection insurance, **we** will pay only **our** share. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide with respect to a non-

owned auto shall be excess over any other personal injury protection.

OTHER PROVISIONS

Benefits are payable every two weeks and within 30 days after satisfactory proof of claim is received.

The provision OUR RIGHT TO RECOVER FROM OTHERS does not apply for this coverage.

PAYMENT OF BENEFITS

In agreement with the insured, **we** may pay the **covered person**, the person that provides the medical services, or the person responsible for payment of the medical expenses. Payments under this coverage will be applied toward any settlement or judgment that person received under any Liability Coverage or Uninsured/Underinsured Motorist Bodily Injury Coverage.

PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

We will pay, in accordance with the Texas Insurance Code, for this coverage and subject to the exclusions and limit of liability stated, **we** will pay for the damages in which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury** or **property damage** sustained by a **covered person** and caused by an **accident**. The owner's or operator's liability for these damages must arise out of the ownership, **maintenance**, or use of an **uninsured motor vehicle**.

"Bodily injury" means: Physical injury to the body of a person. It includes sickness, disease, death, or emotional injury of that person resulting from the physical injury.

"Covered Person" as used in this part means:

- 1. **You** or any **family member**.
- 2. Any listed driver as shown in the **declarations**.
- 3. Any other person **occupying** and in legal possession of **your covered auto** with **your** expressed or implied permission.

"Uninsured Motor Vehicle" means a land motor vehicle or **trailer** of any type which is:

- 1. Not insured by a liability bond or policy at the time of the **accident**.
- 2. A hit-and-run vehicle whose owner or operator cannot be identified and which causes an **accident** by hitting:
 - a. **you**, any **family member**, or any resident;



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- b. a vehicle which **you**, any **family member**, or any resident are **occupying**, or
- c. **your covered auto**.
- 3. Insured by a liability bond or policy at the time of the **accident**, but the insurer denies coverage, currently is or becomes insolvent.
- 4. An underinsured motor vehicle.
 - a. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the **accident** but its limit of liability either is not enough to pay the full amount the **covered person** is legally entitled to recover as damages; or has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered person is legally entitled to.

"Uninsured Motor Vehicle" does not include any vehicle or equipment:

- 1. Owned by, or furnished or available for regular use of **you** or any **family member**;
- 2. Operated on rails or crawler treads;
- 3. Designed for use mainly off public roads while not on public roads.
- 4. While located for use as a residence or premises.; or
- 5. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that has become insolvent; or
- 6. Owned by a governmental unit or agency unless:
 - a. The operator of the vehicle is uninsured;
 - b. There is no statute imposing liability for damages because of **bodily injury** or **property damage** on the governmental body for an amount not less than the limit of liability for this coverage.

Any judgment for damages arising out of a lawsuit brought without **our** consent is not binding on **us**. A default judgment rendered against the owner or operator of an **uninsured motor vehicle** shall not be binding nor determinative of any issue arising in a claim being made by any **covered person**. All provisions under **Part E** shall be fully applicable. This shall not be interpreted as excluding any other provisions of this policy that might also be applicable to this coverage.

If **we** and **you** do not agree to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be upon **us**.

EXCLUSIONS

- 1. **We** do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** and/or **property damage** sustained by any person:

- a. If that person or the legal representative settles the **bodily injury** and/or **property damage** claim without **our** written consent.
 - b. When **your covered auto** is being used to carry persons or property for a fee or compensation of any type. This includes but is not limited to food deliveries, postal deliveries, and newspaper deliveries. This exclusion does not apply to a share-the-expense car pool.
 - c. When **your covered auto** is being rented, leased, or offered to others for a fee or compensation. This does not apply if **you** or **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
 - d. Using a vehicle without the **covered person's** permission or not within the course and scope of **your** permission. This does not apply to **you** or a **family member** using a covered vehicle.
 - e. When resulting from intentional acts of that insured.
 - f. For any **accident, loss, bodily injury, or property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.
- 2. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any workers' compensation, disability benefits, or similar law.
 - 3. **We** do not provide coverage for **punitive** or **exemplary damages**.

NOTICE

You or someone on **your** behalf must report the **accident** as soon as possible. **We** must be notified within thirty (30) days or as soon as possible after any **covered person** has determined that the other motor vehicle is uninsured and/or its identity is unknown and the intent of the **covered person** is to file a claim under the uninsured/underinsured motorist coverage.

LIMIT OF LIABILITY

The limit of liability shown on the **declarations** for coverage under this **Part C** is the most **we** will pay regardless of the number of:

- 1. Claims made;
- 2. **Covered Auto**;
- 3. **Covered Person**;
- 4. Lawsuits brought;
- 5. Vehicles involved in the **accident**; or
- 6. Premiums paid.

We will pay these limits of liability as follows:



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1. The amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person;
2. Subject to the "each person" limit, the amount shown for "each **accident**" is the most **we** will pay for all damages due to **bodily injury** sustained two or more persons in any one **accident**; and
3. The amount shown for "each accident: for **property damage** is **our** maximum limit of liability for all **property damage** resulting from any one **accident**.

The "each person" limit of liability includes the total of all claims made for **bodily injury** to an **insured person** and all claims of others derived from such **bodily injury**, including, but not limited to, emotional injury or mental anguish resulting from the **bodily injury** of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

The damages recoverable under this **Part C** will be reduced by all sums:

1. Paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
2. Paid or payable under **Part A – Limits of Liability**; and
3. Paid or payable because of **bodily injury** under any of the following or similar laws;
 - a. Workers compensation law; or
 - b. Disability benefits law.

We will not pay under this **Part C** any expense paid or payable under **Part B1 - Medical Payments Coverage** or **Part B2 Personal Injury Protection Coverage**.

Subject to a \$250 deductible, **our** limit of liability for **property damage** to a **covered auto** is the limit of liability shown on the **declarations** for **property damage** under this **Part C**.

The damages recoverable for **property damage** under this **Part C** will be reduced by all sums paid because of **property damage** by or on behalf of any persons or organizations who may be legally responsible, including, but not limited to, all sums paid under **Part A – Limits of Liability**. No one will be entitled to duplicate payments for the same **accident**. If **you** have **collision** coverage and **property damage** coverage under this **Part C**, **you** may recover from either coverage **you** choose.

If multiple auto policies issued by **us** are in effect for **you**, **we** will pay no more than the highest limit of liability for this coverage available under any one policy.

OTHER INSURANCE

If **your covered auto** or a **covered person** is involved in an **accident**, then the coverage provided under **Part C** is primary

after all efforts have been exhausted in determining all available liability coverage. However, if seeking underinsured motorist coverage and there is other applicable similar insurance, **we** will pay only **our** fair share. **Our** fair share is the proportion that **our** limit of liability bears to the total of all applicable limits. Additionally, any insurance **we** provide with respect to a **non-owned auto** shall be excess over any other insurance.

For any property damage to which the Coverage For Damage to Your Auto of this policy and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:

1. Neither one by itself is sufficient to cover the **loss**;
2. **You** pay the higher deductible amount (but **you** do not have to pay both deductibles); and
3. **You** will not recover more than the actual damages.

PROOF OF CLAIM

This provision should only apply to a hit and run loss and should allow the insured to report the loss to the police within 24 hours or as soon as possible.

As soon as possible, the **covered person** making a claim under this coverage shall give **us** written proof of intent to present a claim under this **Part C**. Written proof includes submission of a sworn statement and proof of loss that provides full details of the **accident**. This shall include the vehicles and people involved, the insurance companies involved for all the parties, the injuries and treatment for which a claim is being made, and any other reasonable information **we** may need to determine if coverage is due and if so the amount payable.

The **covered person** shall submit to reasonable questioning, under oath, and provide records or documents, if requested, concerning any claim made under this policy as often as **we** may require. A parent or guardian may be present during any examination of a minor.

The **covered person** shall also give **us** an authorization which will allow **us** to obtain related medical reports and copies of the related records. The **covered person** shall also submit to physical examinations by doctors chosen by **us** as often as **we** may reasonably require.

If a **covered person** is seeking coverage for an underinsured motorist claim, **we** must have satisfactory proof of loss prior to consideration of any payment which may be rendered. This includes:

1. A letter from the primary insurance carrier(s) confirming the settlement offer(s) being extended.
2. A complete copy of the itemized bills, medical notes, and medical reports as related to the loss.
3. Any records **we** may reasonably request.



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TRUST AGREEMENT/SUBROGATION

If we pay a **covered person** for a loss under this coverage:

1. We are entitled to recover from a **covered person** an amount equal to such payment if there is legal settlement made on behalf of the **covered person** against any person or organization legally responsible for the **bodily injury** and/or **property damage**.
2. A **covered person** must hold in trust for us all proceeds for which a **covered person** has recovered money from any person or organization legally responsible for **bodily injury** and/or **property damage**.
3. A **covered person** must do everything proper to secure our rights and do nothing to prejudice these rights.
4. If we ask a **covered person** in writing, a **covered person** shall take the necessary or appropriate action, through a representative designated by us, to recover payment as damages from the responsible person or organization.
5. A **covered person** must execute and deliver to us any legal instruments or papers necessary to secure the rights and obligations the **covered person** and us as established here.

ACTION AGAINST US

A **covered person** must have complied fully with all the terms of this policy and this **Part C** before any obligation for payment arises. No action may be taken against us without and until compliance with all conditions and terms of this policy by the person(s) seeking coverage hereunder.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

In return for the payment of premium for this coverage and subject to the exclusions and limit of liability stated, we will pay for direct and accidental **loss** to **your covered auto** less any deductible shown in the **declarations**.

"**Collision**" means **loss** caused by direct contact or upend with another object that occurs to **your covered auto** subject to the exceptions and exclusions stated.

"**Comprehensive**" means **loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, contact with bird or animal or breakage of glass. If breakage of glass is caused by a **collision** or if **loss** is caused by contact with bird or animal, you may choose to have it considered a **loss** caused by **collision**.

"**Diminution in Value**" means the actual or perceived decrease of market or resale value of an automobile, or part thereof measured after repair of physical **damage**.

"**Damage**" means physical damage to tangible property and does not include intangible economic loss such as **diminution in value**.

"**Loss**" means direct and accidental physical damage to the automobile or its parts, but "**loss**" does not include **diminution in value**.

"**Crime**" means any felony or action to flee from, evade or avoid arrest or detection by the policy or other law enforcement agency.

"**Depreciation**" means a decline in value due to wear and tear or obsolescence.

"**Betterment**" means

1. the repair or replacement of **your covered auto** and its damaged parts, with parts of better than like kind or quality;
2. an improvement that results in greater value than before the **loss** occurred.

TRANSPORTATION EXPENSES

We will pay up to \$20 per day, to a maximum of \$600 for transportation expenses incurred by you because of the total theft of **your covered auto**. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft has been reported to us and to the police and ending when **your covered auto** is found (limited by the \$600 maximum) or we offer to pay for its **loss**. This Transportation Expense will not apply if Rental Reimbursement Coverage is purchased.

EXCLUSIONS

We will not pay for **loss** or **damage**:

1. To any auto under **Part D** while it is being used to carry persons or property for a fee or compensation of any type. This includes but is not limited to food deliveries, postal deliveries, and newspaper deliveries. This exclusion does not apply to share-the-expense car pool.
2. To **your covered auto** while being rented, leased, or offered to others for a fee or compensation. This does not apply if you or family member lends **your covered auto** to another for reimbursement of operating expenses only.
3. Due and confined to wear-and-tear, freezing, mechanical or electrical breakdown, manufacturer defect, or failure or road damage to tires. This



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- exclusion does not apply to the **damages** resulting from the total theft of **your covered auto**.
4. Due to radioactive contamination.
 5. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, revolution, or the consequences of any of these.
 6. To any device or instrument designed for the recording, reproduction, receiving, or transmittal of sound, radio waves, microwaves or television signals. This exclusion does not apply if such device or instrument is factory installed in the dash or console opening specified by the manufacturer of the motor vehicle for the installation of such equipment.
 7. To tapes, CD, mp3, smart phones, records or other devices for use with equipment designed for the reproduction of sound.
 8. To a camper body, a pickup cover, a cap, or a shell whether attached or detached.
 9. To TV antennas, awnings, cabanas, or equipment designed to create additional living facilities.
 10. To any instrument or device designed as a citizen's band radio, a two-way mobile radio, or a cellular telephone.
 11. To custom equipment attached to or made part of any **covered auto** that was added or installed by any other than the original auto's manufacturer. For the purpose of this exclusion custom parts and equipment include but are not limited to custom chrome, alloy, or magnesium wheels, custom chroming, custom paints, murals, decals, or graphics special carpeting, sun roofs, moon roofs, t-tops, bubble dome windows, camper tops, bed covers, bike racks, utility or tool boxes, winches, audio, video or stereo equipment, 2-way radios, telephones, scanning or monitor receivers, televisions, tapes, records, CD's or any accessories to any other mechanical equipment.
 12. Due to or as a consequence of a seizure of your **covered auto** by federal or state law enforcement officers as evidence in a case against **you** under the Texas Controlled Substances Act, Health & Safety Code § 481.001, et seq., or the Federal Controlled Substances Act, also known as the Drug Abuse Prevention and Control Act, 21 U.S.C.A § 801 et seq., if **you** are convicted in such case, or loss due to taking or confiscation by governmental or civil authority, for any purpose, including temporary taking or temporary confiscation.
 13. To custom wheels, tachometers, pressure gauges, or temperature gauges, unless they were factory installed.
 14. To modified or custom engines and carburetion systems, to light bars, to racing slicks, to oversized tires, to roll bars, to lift kits, to winches, to utility boxes, or to tool boxes, unless they were factory installed.
 15. To vehicle covers or to front-end protectors.

16. To wearing apparel, personal effects, tools, or anything that is not attached to the vehicle at the time of loss.
17. To any non-dealer or non-factory installed equipment which mechanically or structurally changes **your covered auto** and results in an increase in performance or a change in appearance.
18. To equipment designed or used for the detection or the location of a radar.
19. To any auto under **Part D** while being **operated** by **you**, any driver listed in the **declarations**, or any **family member** and used in the commission of a **crime**, other than a traffic violation.
20. Caused by **you**, any driver listed in the **declarations**, or any **family member** who intentionally causes or expects to cause **property damage** to any auto under **Part D**.
21. For **diminution in value** for any auto under **Part D**.
22. Loss to a **non-owned auto** arising out of its use by **you**, or any driver listed in the **declarations**, any **family member** in the automobile business.
23. To any auto under **Part D** while being **operated** by **you**, or any driver listed in the **declarations**, or any **family member** that has a blood alcohol content above the legal limit for operation of a motor vehicle, or while under the influence of any illicit or illegal drugs, or any controlled substance which were not legally prescribed for the operators use.
24. To any auto under **Part D** for which **loss** or **damages** occurs while **operated** in any organized racing event, speed contest, or exhibition.
25. To **your covered auto** due to confiscation by authorities.
26. For any **accident, loss, bodily injury, or property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.
27. **Loss** to any **substitute auto** or **non-owned auto**.
28. **Loss** to any **temporary vehicle**.

LIMIT OF LIABILITY

Our limit for liability for **loss** will be the lesser of:

1. The actual cash value of the stolen or damaged property;
2. The amount necessary to repair or replace the property with deduction for **depreciation**. **We** may pay any **loss** or repair or replace **your covered auto** or its damaged parts, with parts furnished either by the original equipment manufacturers or non-original equipment manufacturers; or
3. The limit stated in the **declarations**.

We will pay up to a maximum of \$250 for the cost of storage of the **covered auto** in the event of a covered **loss**. Additionally, **our** limit of liability for payment to **you** shall not:



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1. Exceed the towing or wrecker charges to an automobile repair facility within 50 miles from the place of disablement.
2. Exceed \$500 for any **loss** to a **trailer**.
3. Exceed \$1,500 for any **loss** to a sound system, its antenna, speakers, and any other apparatus specifically used with the sound system. The sound system must have been installed by the original manufacturer in the **covered auto**.

PROOF OF LOSS

You must file written proof of **loss** within ninety (90) days from the date **we** request it. Failure to do so will result in no coverage under this **Part D**. This includes any affidavits **we** send to **you** to assist **us** with the claim handling.

PAYMENT OF LOSS

At **our** discretion, **we** may pay for **loss** in money or by replacing or repairing the damaged or stolen vehicle with aftermarket parts and/or non-original equipment parts. **We** may, at **our** expense, return any stolen property to **you** or to the address shown in this policy. If **we** return stolen property, **we** will pay for any **damage** to the property resulting from the theft. **We** may take all or part of the property at an agreed or appraised value, but there shall be no abandonment to **us**.

A deduction for **depreciation** and **betterment** will be made from the amount **we** will pay for repair or replacement of the damaged or stolen property, or any part thereof, if the repair or replacement results in better property or in a better part with regard to its market value, the useful life of the part, or the improvement of the condition of **your covered auto** considering wear and tear and **damage** that existed prior to the **loss**. **Our** adjustment to the amount payable by **us** due to **depreciation** and **betterment** on parts replaced includes, but is not limited to:

1. Batteries;
2. Tires;
3. Engines;
4. Transmissions; and
5. Any other parts that wear out over time or have a finite useful life or duration typically shorter than the life of **your covered auto**, as a whole. This does not include external crash parts, wheels, windshields, or other glass.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee.

OTHER INSURANCE

If other insurance applies to a **loss** covered under this part, **we** will pay only **our** share of the loss. **Our** share is the prorated amount of **our** limit of liability compared to all available limits of liability.

APPRAISAL

If **we** and **you** fail to agree as to the amount payable, then the dispute shall be decided by appraisal as described. Each will appoint a competent and disinterested appraiser. A consensus of Actual Cash Value/Damages in writing by the two appraisers will be binding and will determine the amount payable subject to the terms of the policy. If a consensus cannot be reached, the two appraisers will appoint a third appraiser to reach an agreement. Each party will pay the expenses of their chosen appraiser. Expenses for the cost of the third appraiser will be shared equally. **We** do not waive any of **our** rights by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

We must be notified promptly by **you** or someone on **your** behalf of how, when, and where the **accident** or loss happened. Notice should also include the name and contact information of all drivers, any injured person, and any witnesses.

A person seeking coverage must:

1. Cooperate with **us** in the investigation, settlement, or defense of any claim or lawsuit. This includes attendance at any hearings, mediations, or trials that **we** request.
2. Promptly send **us** copies of any letters, notices, legal papers, or lawsuits received in connection with the **accident** or loss.
3. Submit at **our** expense and as often as **we** reasonably require, to physical examinations by physicians **we** select.
4. Execute and provide authorization forms which enable **us** to obtain related medical reports, employment records, and other pertinent related records, other than tax records.
5. Submit a proof of loss or other forms when required by **us**.
6. Submit to separate recorded statements under oath outside of the presence of any other claimant or insured as often and reasonably as **we** require. A parent or guardian may be present during any examination of a minor per Family Code 151.001(a)(7).
7. After **we** receive **your** notice of claim **we** must:
 - a. Within 15 days:
 - i. Acknowledge receipt of **your** claim. If **our** acknowledgement of the claim is not in writing, **we** will keep a record of the date, method and content of **our** acknowledgment.



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- ii. Begin investigation of the claim.
- iii. Specify the information **you** must provide. **We** may request more information if during the investigation of the claim such additional information is necessary.
- b. Notify **you** in writing whether the claim will be paid or has been denied or whether more information is needed. **We** will notify **you** within 15 **business days**. If we have reason to believe the loss resulted from arson, we will notify you within 30 days.
- c. Give **you** the reasons for denying the claim, or reasons **we** require more time to process **your** claim if **we** do not approve payment of **your** claim or require more time for processing **your** claim. But, **we** must either approve or deny **your** claim within 45 days after **our** requesting more time.
- d. In the event of a weather-related catastrophe or a major natural disaster, as defined by the Texas Department of Insurance, the claim handling deadline is extended for an additional 15 days.
- e. Pay within 5 **business days** after **we** notify **you**, if **we** notify **you** that **we** will pay **your** claim or part of **your** claim. If payment of **your** claim or part of **your** claim requires the performance of an act by **you**, **we** must pay within 5 **business days** after the date **you** perform the act.
- f. Notify **you** in writing of any initial offer to compromise or settle a claim against **you** under the liability section of this policy. **We** will give **you** notice within 10 days after the date the offer is made. **We** will notify **you** in writing of any settlement of a claim against **you** under the liability section of this policy. **We** will give **you** notice within 30 days after the date of the settlement.
- 8. Assist in mitigating damages and cost after a loss.
- 9. Give **us** consent to move **your** damaged property to a storage free facility at **our** cost. If **you** do not give consent, **we** will only pay the storage costs which will have resulted if **we** had moved the damaged property. If it is decided that the damaged property should be returned to the owner, **we** will do so at **our** cost.
- 10. Completely and accurately disclose any and all related information **we** request. This includes providing electronic data for evaluation of a loss, such as dash cam or rights to ridesharing data.
- 11. Allow **us** to view and photograph vehicles, property, and the location of the loss.

- 1. Notify the police promptly of the **accident**, if it involved a hit and run vehicle.
- 2. Promptly send **us** copies of the legal papers if a lawsuit is filed.
- 3. Take reasonable steps after loss, at **our** expense, to protect **your covered auto** and its equipment from further loss.
- 4. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

A person seeking **Part D** must also:

- 1. Take reasonable steps after loss, at **our** expense, to protect **your covered auto** and its equipment from further loss.
- 2. Notify the police promptly if **your covered auto** or its equipment is stolen.
- 3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.
- 4. Notify the police and/or fire department promptly upon learning that **your covered auto** has been damaged by fire.

Complying with the above requirements is a prerequisite to coverage under this policy. Failure to comply with one or more of such requirements may relieve **us** of all duties to make payment, defend, settle, or deal with or honor any claim made against a **covered person** or **us**.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **covered person** shall not relieve **us** of obligations under this policy.

CHANGES

This policy contains all the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.

This policy can only be changed by an endorsement **we** issue which is signed by **our** authorized representative.

If a change requires a premium adjustment, **we** will adjust the premium as of the effective date of change. If **we** revise this policy form to provide more coverage without additional premium charge, **your** policy will provide the additional coverage as of the day the revision is effective.

LEGAL ACTION AGAINST US

No legal action may be brought against **us** until there has been full compliance with all the terms of this policy. In addition, under the Liability Coverage, no legal action may be brought against **us**;

A person seeking Uninsured/Underinsured Motorist Coverage must also:



«CompanyName»
 Administered by: «GAName»
 NAIC Code: «NAIC»
 License #: «CoLicenseNum» Phone: «CompanyPhoneNum»
 «CompanyDisplayAddr»
 «CompanyDisplayAddr2»

1. By a person not insured under this policy unless **we** agree in writing that the **covered person** has an obligation to pay; or
2. Until the person, not an insured, has obtained a judgment against a person who is insured under the terms of this policy for a cause of action which is covered by this policy.

No person or organization has any right under this policy to bring **us** into any action to determine the liability of a **covered person**.

OUR RIGHT TO RECOVER PAYMENT

- A. If **we** make a payment under this policy and the person to or for whom the payment was made has a right to recover damages from another, **we** shall be subrogated to that right. That person shall do whatever is necessary to enable **us** to exercise **our** rights and shall do nothing after loss to prejudice them. A release of the insurer of an underinsured motor vehicle does not prejudice our rights.
- B. If **we** make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for **us** the proceeds of the recovery and shall reimburse **us** to the extent of **our** payment. However, **we** may not claim the amount recovered from an insurer of any underinsured motor vehicle.
- C. However, our rights in this paragraph do not apply under Part D, against any person who was using **your covered auto** with a reasonable belief that the person is entitled to do so.

POLICY PERIOD AND TERRITORY

- This policy applies only to **accidents** and losses which occur:
1. During the policy period as shown in the **declarations**; and
 2. Within the policy territory.

- This policy territory is:
1. The United States of America, its territories or possessions; or
 2. Canada.

This policy also applies to a loss or **accident** involving **your covered auto** while being transported between the ports.

This policy is intended for Texas residents only as it is issued in accordance with Texas laws and statutes and is rated accordingly. If **you** move to and/or reside in another state, **you** must inform **us** immediately of the change to **your** address.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the **declarations** may cancel by:
 - a. returning this policy to **us**; or
 - b. giving **us** advance written notice of the date cancellation is to take effect.
2. **We** may cancel by mailing to **you** at least 10 days' notice to the address shown in **declarations**.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** will cancel only:
 - a. for nonpayment of premium; or
 - b. if **your** driver's license or motor vehicle information or that of:
 - i. any driver who lives with **you**; or
 - ii. any driver who customarily uses **your covered auto** has been suspended or revoked. However, we will not cancel if you consent to the attachment of an endorsement eliminating coverage when **your covered auto** is being operated by the driver whose license has been suspended or revoked. This does not apply if the driver has a suspended license with financial responsibility certification filing.
4. **We** may not cancel this policy based solely on the fact that **you** are an elected official.

B. Non-renewal

If **we** decide not to renew or continue this policy, **we** will mail notice to **you** at the address shown in this policy. Notice will be mailed at least 60 days before the end of the policy period. If the policy period is other than one (1) year, **we** will have the right not to renew or continue it only at each anniversary of its original effective date. **We** will not refuse to renew because of a **covered person's** age or based solely on the fact that **you** are an elected official.

If **you** or any other person claiming coverage under this policy fails or refuses to cooperate with **us** in the investigation, settlement, or defense of a third-party liability claim or action or **we** are unable to contact **you** or any other person claiming coverage under this policy using reasonable efforts for those purposes, we will notify you.

After we notify you, if you or any other person continues to fail or refuse to cooperate in the third-party liability claim, then we will non-renew this policy at the end of the policy period. We will non-renew regardless of other required notices and even if it is not your policy's anniversary.

C. Automatic Termination



«CompanyName»
Administered by: «GAName»
NAIC Code: «NAIC»
License #: «CoLicenseNum» Phone: «CompanyPhoneNum»
«CompanyDisplayAddr»
«CompanyDisplayAddr2»

If **you** obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate for that auto on the effective date of the other insurance.

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. In the event you fail to pay the required renewal or continuation premium when due means that **you** have not accepted **our** offer. There is no grace period.

Coverage to **your covered auto** will terminate immediately when a person other than **you** or any listed driver shown in the **declarations** becomes the owner of the auto, to any extent and by any method. This includes but is not limited to purchase, conditional sale, exchange, and/or installment payments of the auto. This does not apply when Named Non-Owner endorsement applies.

D. Other Termination Provisions

1. **We** may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, **you** may be entitled to a premium refund. If so, **we** will send **you** the refund due no later than the 15th **business day** after the effective date of the cancellation. The premium refund, if any, is computed pro rata. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. Any cancellation or restriction of coverage made without **your** consent will be of no effect, except as provided for in this Termination provision under Cancellation, Non-renewal, Automatic Termination or required by the Texas Department of Insurance.

E. Insufficient Funds

Any check or electronic payment submitted as a down payment of the premium required for this policy which has not been honored by the payer's bank upon presentation for payment will render this policy null and void.

Any check or electronic payment submitted as a required payment during the policy period which has not been honored by the payer's bank upon presentation for payment will be considered as though that payment was never received. The payment due date will default back to the due date as outlined in the original notice of cancellation.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights, duties, and coverage afforded under this policy may not be assigned without **our** written consent. However, if a named insured shown in the **declarations** dies, coverage will be provided until the end of the policy period for:

1. The surviving spouse if a resident in the same household at the time of death, as if a named insured shown in the **declarations**;
2. The legal representative of the deceased person as if a named insured shown in the **declarations**. This applies only with respect to the representative's legal responsibility for the **maintenance** or use of **your covered auto**.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to **you** by **us** apply to the same **accident**, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under one policy.

ELECTRONIC DELIVERY OF INSURANCE DOCUMENTS

We may electronically deliver any and all policy information to **you** with **your** written and/or electronic signature consent. This includes, but is not limited to, the insurance policy, insurance cards, **declarations**, endorsements, billing invoices, and any notices. Electronic delivery can be through means of an electronic mail address (e-mail) or posting on an electronic network or site accessible via the internet, mobile app, computer or any other electronic device, together with a separate notice sent by way of electronic mail address (e-mail). **You** may withdraw consent at any time by written notice to **us**.

RENEWALS

Prior to the expiration of each policy period **we** may offer **you** the opportunity to renew this policy. **You** may elect to accept **our** renewal offer by complying with the terms and conditions of the offer and all applicable policy terms and conditions.

As a condition of **our** renewal offer of this policy, **you** must advise **us** of any changes which may affect **your** policy. This includes, but is not limited to:

1. a change to **your** mailing address
2. a change to **your** physical address
3. a change to the garaging address for any of the listed vehicles
4. a change of ownership for any of the listed vehicles
5. a change of use of any of the listed vehicles. This includes increase or decrease in annual mileage and business use.
6. adding or deleting any additional vehicles
7. adding or deleting any regular operators
8. adding or deleting any additional members of **your** household age 15 or older. This includes students away at school and military personnel.
9. adding or deleting any registered owner for **any covered auto**.

FRAUD AND MISREPRESENTATION



«CompanyName»
 Administered by: «GAName»
 NAIC Code: «NAIC»
 License #: «CoLicenseNum» Phone: «CompanyPhoneNum»
 «CompanyDisplayAddr»
 «CompanyDisplayAddr2»

This policy was issued in reliance on the information provided on **your** application. **We** may void this policy if it is shown at trial that:

1. Misrepresentation was fraudulently made; misrepresented a fact material to the question of the insurer's liability under the policy; and misled the insurer and caused the insurer to waive or lose a valid defense to the policy; or
2. Matter misrepresented was material to the risk or contributed to the contingency or event on which the

policy became due and payable. This means that **we** will not be liable for any claims or damages that would otherwise be covered, subject to Texas Insurance Code 705, Subchapter A.

CONFORMITY WITH STATE STATUTES

Terms of this policy that conflict with the statutes of the state of Texas are hereby amended to conform to such statutes.

SPECIAL PROVISIONS

This Company is licensed to operate under Chapter 912, Texas Insurance Code. Such statutes shall apply to and form a part of this policy the same as if written or printed upon, attached or appended hereto.

This policy is issued subject to the constitution and bylaws and all amendments thereto of the company, which shall form a part of this policy.

MUTUALS – MEMBERSHIP AND VOTING NOTICE – The insured is notified that by virtue of this policy, they are a member of the Home State County Mutual Insurance Company of Waco, Texas and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its Home Office in 4315 Lake Shore Drive, Suite J, Waco, Texas, on the first Tuesday following the second Monday in February in each year, at 10:00 A.M.

MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY – No Contingent Liability: This policy is non-assessable. The policy holder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company caused this policy to be executed and attested.

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 Secretary

<< >>

 President