TEXAS PERSONAL AUTO POLICY

HOME STATE
COUNTY MUTUAL INSURANCE COMPANY

WACO, TEXAS

(A COUNTY MUTUAL COMPANY)

Administered by:

Bluefire® INSURANCE

4500 Fuller Drive, Suite 400, Irving, TX 75038

YOUR TEXAS PERSONAL AUTO POLICY – QUICK REFERENCE

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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Where you can get information or make a complaint

If you have a question or a problem with a claim or your premium, contact your insurance company first. You can also get information or file a complaint with the Texas Department of Insurance.

Home State County Mutual Insurance Company
To get information or file a complaint with your insurance company:

Call: Bluefire Insurance at 1-866-424-9511
Toll-free: 1-866-424-9511
Email: Compliance@Bluefireins.com
Mail: P.O. Box 143279, Irving, TX 75014

The Texas Department of Insurance
To get help with an insurance question, learn about your rights, or file a complaint with the state:

Call: **1-800-252-3439**
Online: www.tdi.texas.gov
Email: ConsumerProtection@ tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

To compare policies and prices
Visit **HelpInsure.com** to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

Donde puede obtener información o presentar una queja

Si tiene una pregunta o un problema con una reclamación o con su prima de seguro, comuníquese primero con su compañía de seguros. Usted también puede obtener información o presentar una queja ante el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés).

Home State County Mutual Insurance Company
Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Bluefire Insurance at 1-866-424-9511
Telefono gratuito: 1-866-424-9511
Correo electrónico: Compliance@Bluefireins.com
Dirección postal: P.O. Box 143279, Irving, TX 75014

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros, para conocer sus derechos o para presentar una queja ante el estado:

Llame: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-2030

Para comparar pólizas y precios
Visite **HelpInsure.com** para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Publico de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

TEXAS PERSONAL AUTO POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy we agree with you as follows:

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:
  1. The "named insured" shown in the Declarations, and
  2. The spouse if a resident of the same household.

B. "We", "us" and "our" refer to the company providing this insurance.

C. For purposes of this policy, a private passenger type auto or pickup or van shall be deemed to be owned by a person if leased:
  1. Under a written agreement to that person; and
  2. For a continuous period of at least six months.

Other words and phrases are defined. They are boldfaced when used.

D. "Family member" means a person who is a resident of your household and related to you by blood, marriage or adoption. This definition includes a ward or foster child who is a resident of your household, and also includes your spouse even when not a resident of your household during a period of separation in contemplation of divorce.

E. "Occupying" means in, upon, getting in, on, out or off.

F. "Trailer" means a vehicle designed to be pulled by a:
  1. Private passenger auto; or
  2. Pickup or van.
  It also means a farm wagon or farm implement while towed by a vehicle listed in F.1. or F.2. above.

G. "Your covered auto" means:
  1. Any vehicle shown in the Declarations;
  2. I. 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, (1) the delivery of goods, materials or supplies is not the primary usage of the vehicle, or (2) used for farming or ranching.
  II. This provision (G.2) applies only if you:
    a. acquire the vehicle during the policy period; and
    b. notify us within 30 days after you become the owner.
    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.
  3. Any **trailer** you own.
  4. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its
    a. breakdown;
    b. repair;
    c. servicing;
    d. loss; or
    e. destruction.

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

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for bodily injury or property damage for which any **covered person** becomes legally responsible because of an auto accident. Property damage includes loss of use of the damaged property. Damages include prejudgment interest awarded against the **covered person.** We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted.

B. "Covered person" as used in this Part means:
  1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer.**
  2. Any person using **your covered auto.**
  3. For **your covered auto,** any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
  4. For any auto or **trailer,** other than **your covered auto,** any person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or **trailer.**

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 including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.
  2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.

3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to $50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS

A. We do not provide Liability Coverage for any person:
1. Who intentionally causes bodily injury or property damage;
2. For damage to property owned or being transported by that person;
3. **I.** For damage to property:
   a. rented to;
   b. used by; or
   c. in the care of;
   that person.
   II. This exclusion (A.3.I.) does not apply to damage to:
   a. a residence or private garage; or
   b. any of the following type vehicles not owned by or furnished or available for the regular use of you or any **family member**:
   (1) private passenger autos;
   (2) **trailers**; or
   (3) pickups or vans.
   However, the exclusion 3.I. does apply to a loss due to or as a consequence of a seizure of an auto listed in 3.II.b. by a federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.
4. For bodily injury to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to bodily injury to a domestic employee unless workers' compensation benefits are re-quired or available for that domestic employee.
5. For that person's liability arising out of the ownership or operation of a vehicle while it is;
   a. being used to carry persons for a fee; this does not apply to a share-the-expense car pool.
   b. being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
   c. rented or leased to another; this does not apply if you or any **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
6. While employed or otherwise engaged in the business or occupation of:
   a. selling;
   b. repairing;
   c. servicing;
   d. storing; or
   e. parking;
   vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of **your covered auto** by:
   1. you;
   2. any **family member**; or
   3. any partner, agent or employee of you or any **family member**.
7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:
   a. private passenger auto;
   b. pickup or van that is **your covered auto**; or
   c. **trailer** used with a vehicle described in 7.a. or 7.b. above.
8. Using a vehicle without a reasonable belief that that person is entitled to do so.
   This exclusion (8.) does not apply to you or any **family member** while using **your covered auto**.
9. **I.** For bodily injury or property damage for which that person:
   a. is an insured under a nuclear energy liability policy; or
   b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
   II. A nuclear energy liability policy is a policy issued by any of the following or their successors:
   a. American Nuclear Insurers;
   b. Mutual Atomic Energy Liability Underwriters; or
   c. Nuclear Insurance Association of Canada.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any motorized vehicle having fewer than four wheels;
2. Any vehicle, other than **your covered auto**, which is:
   a. owned by you; or
   b. furnished or available for your regular use.
3. **I.** Any vehicle, other than **your covered auto**, which is:
   a. owned by any **family member**; or
   b. furnished or available for the regular use of any **family member**.
   II. However, this exclusion (B.3.) does not apply to your maintenance or use of any vehicle which is:
   a. owned by a **family member**; or
   b. furnished or available for the regular use of a **family member**.

C. We do not provide Liability Coverage for you or any **family member** for bodily injury to you or any **family member**, except to the extent of the minimum limits of Liability Coverage required by Texas Civil Statutes, Article 6701h, entitled "Texas Motor Vehicle Safety - Responsibility Act."

LIMIT OF LIABILITY

A. If separate limits of liability for bodily injury and property damage liability are shown in the Declarations for this coverage the limit of liability for "each person" for bodily injury liability is our maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto accident. Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for bodily injury liability is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident. The limit of liability shown in the Declarations for "each accident" for property damage liability is our maximum limit of liability for all damages to all property resulting from any one auto accident.
If the limit of liability shown in the Declarations for this coverage is for combined bodily injury and property damage liability, it is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:
1. **Covered persons**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

B. Any payment under the Uninsured/Underinsured Motorists Coverage or the 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.

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:

A. If the state or province has:
1. A financial responsibility or similar law specifying 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. A compulsory insurance or 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.

B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY REQUIRED

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
However, any liability insurance we provide to a **covered person** for the maintenance or use of a vehicle you do not own shall be excess over any other applicable liability insurance.

PART B1 – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

A. We will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury:
1. Caused by accident; and
2. Sustained by a **covered person**.

We will pay only those expenses incurred within three years from the date of the accident.

B. "Covered person" as used in this Part means:
1. You or any **family member**:
   a. while **occupying**; or
   b. when struck by;
   a motor vehicle designed for use mainly on public roads or a **trailer** of any type.
2. Any other person while **occupying your covered auto**.

EXCLUSIONS

We do not provide Medical Payments Coverage for any person for bodily injury:
1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is:
   a. being used to carry persons for a fee; this does not apply to a share-the-expense car pool; or
   b. being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
   c. rented or leased to another; this does not apply if you or any **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
3. Sustained while **occupying** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the bodily injury.
5. Sustained while **occupying** or, when struck by, any vehicle (other than **your covered auto**) which is:
   a. owned by you; or
   b. furnished or available for your regular use.
6. Sustained while **occupying** or, when struck by, any vehicle (other than **your covered aut**o) which is:
   a. owned by any **family member**; or
   b. furnished or available for the regular use of any **family member**.
   However, this exclusion (6.) does not apply to you.

7. Sustained while **occupying** a vehicle without a reasonable belief that person is entitled to do so. This exclusion (7.) does not apply to you or any **family member** while using **your covered auto**.
8. Sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person.** This exclusion (8.) does not apply to bodily injury sustained while **occupying** a:
   a. private passenger auto;
   b. pickup or van that you own; or
   c. **trailer** used with a vehicle described in (8.a. or 8.b.) above.
9. Caused by or as a consequence of:
   a. discharge of a nuclear weapon (even if accidental);
   b. war (declared or undeclared);
   c. civil war;
   d. insurrection; or
   e. rebellion or revolution.
10. From or as a consequence of the following whether controlled or uncontrolled or however caused:
   a. nuclear reaction;
   b. radiation; or
   c. radioactive contamination.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we pay regardless of the number of:
1. **Covered persons;**
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.

C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. 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 vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

ASSIGNMENT OF BENEFITS

Payments for medical expenses will be paid directly to a physician or other health care provider if we receive a written assignment signed by the **covered person** to whom such benefits are payable.

PART B2 – PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

A. We will pay Personal Injury Protection benefits because of bodily injury:
1. resulting from a motor vehicle accident; and
2. sustained by a **covered person**.

Our payment will only be for losses or expenses incurred within three years from the date of accident.

B. Personal Injury Protection benefits consist of:
1. Reasonable expenses incurred for necessary medical and funeral services.
2. **I.** Eighty percent of a **covered person's** loss of income from employment. These benefits apply only if, at the time of the accident, the **covered person**
   a. was an income producer; and
   b. was in an occupational status.
   These benefits do not apply to any loss after the **covered person** dies.
   II. Loss of income is the difference between
   a. income which would have been earned had the **covered person** not been injured; and
   b. the amount of income actually received from employment during the disability.
   III. If the income being earned as of the date of accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the accident shall be used.
3. **I.** Reasonable expenses incurred for obtaining services. These services must replace those a **covered person** would normally have performed:
   a. without pay;
   b. during a period of disability; and
   c. for the care and maintenance of the family or household.
   II. These benefits apply only if, at the time of the accident, the **covered person**:
   a. was not an income producer; and
   b. was not in an occupational status.
   The benefits do not apply to any loss after the **covered person** dies.

C. **"Covered person"** as used in this Part means:
1. You or any **family member**:
   a. while **occupying**; or
   b. when struck by;
   a motor vehicle designed for use mainly on public roads or a **trailer** of any type.
2. Any other person while **occupying your covered auto** with your permission.

EXCLUSIONS

We do not provide Personal Injury Protection Coverage for any person for bodily injury sustained:
1. In an accident caused intentionally by 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 **family member** while **occupying**, or when struck by any motor vehicle (other than **your covered auto**) which is owned by a **family member**.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
1. **Covered persons**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

OTHER INSURANCE

If there is other 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 vehicle you do not own shall be excess over any other collectible Personal Injury Protection insurance.

OTHER PROVISIONS

A. Loss Payments. Benefits are payable:
1. Not more frequently than every two weeks; and
2. Within 30 days after satisfactory proof of claim is received.

B. Modification. The General Provision part of this policy entitled "Our Right To Recover Payment" does not apply to this coverage.

ASSIGNMENT OF BENEFITS

Payments for medical expenses will be paid directly to a physician or other health care provider if we receive a written assignment signed by the **covered person** to whom such benefits are payable.

PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay damages which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of bodily injury sustained by a **covered person**, or **property damage**, caused by an accident.
The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.
Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.

B. "Covered person" as used in this Part means:
1. You or any **family member**;
2. Any other person **occupying your covered auto**;
3. Any person for damages that person is entitled to recover because of bodily injury to which this coverage applies sustained by a person described in B.1. or B.2. above.

C. "Property damage" as used in this Part means injury to, destruction of or loss of use of:
1. **Your covered auto**, not including a temporary substitute auto.
2. Any property owned by a person listed in B.1. or B.2. of **covered person** while contained in **your covered auto**.
3. Any property owned by you or any **family member** while contained in any auto not owned, but being operated, by you or any **family member**.

D. I. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type,
1. To which no liability bond or policy applies at the time of the accident,
2. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
   a. you or any **family member**;
   b. a vehicle which you or any **family member** are **occupying**; or
   c. **your covered auto**.
3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
   a. denies coverage; or
   b. is or becomes insolvent.
4. Which is an underinsured motor vehicle. 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:
   a. is not enough to pay the full amount the **covered person** is legally entitled to recover as damages; or
   b. 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 recover as damages.

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

EXCLUSIONS

A. We do not provide Uninsured/Underinsured Motorists Coverage for any person:
- **1.** For bodily injury sustained while **occupying**, or when struck by, any motor vehicle or trailer of any type owned by you or any **family member** which is not insured for this coverage under this policy.
- **2.** If that person or the legal representative settles the claim without our written consent.
- **3.** When **your covered auto** is:
  - **a.** being used to carry persons for a fee; this does not apply to a share-the-expense car pool; or
  - **b.** being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
  - **c.** rented or leased to another; this does not apply if you or any **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
- **4.** For the first $250 of the amount of damage to the property of that person as the result of any one accident.
- **5.** Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion (A.5.) does not apply to you or any **family member** while using **your covered auto**.
- **6.** For bodily injury or **property damage** resulting from the intentional acts of that person.

B. This coverage shall not apply directly or indirectly to benefit:
- **1.** Any insurer or self-insurer under any workers' compensation, disability benefits or similar law;
- **2.** Any insurer of property.

LIMIT OF LIABILITY

A. I. If separate limits of liability for bodily injury and **property damage** liability are shown in the Declarations for this coverage the limit of liability for "each person" for bodily injury liability is our maximum limit of liability for all damages for bodily injury sustained by any one person in any one motor vehicle accident. Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for bodily injury liability is our maximum limit of liability for all damages for bodily injury resulting from any one motor vehicle accident. The limit of liability shown in the Declarations for "each accident" for **property damage** liability is our maximum limit of liability for all damages to all property resulting from any one motor vehicle accident.

If the limit of liability shown in the Declarations for this coverage is for combined bodily injury and **property damage** liability, it is our maximum limit of liability for all damages resulting from any one motor vehicle accident.

This is the most we will pay regardless of the number of:
- **a. Covered persons**;
- **b.** Claims made;
- **c.** Policies or bonds applicable;
- **d.** Vehicles or premiums shown in the Declarations; or
- **e.** Vehicles involved in the accident.

II. Subject to this maximum, our limit of liability will be the lesser of:
- **a.** The difference between the amount of a **covered person's** damages for bodily injury or **property damage** and the amount paid or payable to that **covered person** for such damages, by or on behalf of persons or organizations who may be legally responsible; and
- **b.** The applicable limit of liability for this coverage.

B. In order to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out in the Declarations and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any workers' compensation law, disability benefits law, any similar law, auto medical expense coverage or Personal Injury Protection Coverage.

C. Any payment under this coverage to or for a **covered person** will reduce any amount that person is entitled to recover for the same damages under the Liability Coverage of this policy.

OTHER INSURANCE

A. If there is other applicable similar insurance we will pay only our share of the loss. 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 vehicle you do not own shall be excess over any other collectible insurance.

B. For any **property damage** to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another 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.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto**, including its equipment less any applicable deductible shown in the Declarations. However, we will pay for loss caused by **collision** only if the Declarations indicate that Collision Coverage is provided.

B. **"Collision"** means the upset, or **collision** with another object of **your covered auto**. However, loss caused by the following are not considered **"collision"**:
- **1.** Missiles or falling objects;
- **2.** Fire;
- **3.** Theft or larceny;
- **4.** Explosion or earthquake;
- **5.** Windstorm;
- **6.** Hail, water or flood;
- **7.** Malicious mischief or vandalism;
- **8.** Riot or civil commotion;
- **9.** Contact with bird or animal; or
- **10.** Breakage of glass.

If breakage of glass is caused by a **collision** or if loss is caused by contact with a bird or animal, you may elect to have it considered a loss caused by **collision**.

TRANSPORTATION EXPENSES

In addition, we will pay up to $20 per day, to a maximum of $600 for transportation expenses incurred by you. This applies only in the event of the total theft of **your covered auto**. We will pay only transportation expenses incurred during the period:

1. Beginning 48 hours after the theft; and
2. Ending when **your covered auto** is returned to use or we pay for its loss.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** while it is:
   - **a.** being used to carry persons for a fee; this does not apply to a share-the-expense car pool; or
   - **b.** being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
   - **c.** rented or leased to another; this does not apply if you or any **family membe**r lends **your covered auto** to another for reimbursement of operating expenses only.
2. Damage due and confined to:
   - **a.** wear and tear;
   - **b.** freezing;
   - **c.** mechanical or electrical breakdown or failure; or
   - **d.** road damage to tires.

   This exclusion (2.) does not apply if the damage results from the total theft of **your covered auto**.
3. Loss due to or as a consequence of:
   - **a.** radioactive contamination;
   - **b.** discharge of any nuclear weapon (even if accidental);
   - **c.** war (declared or undeclared);
   - **d.** civil war;
   - **e.** insurrection; or
   - **f.** rebellion or revolution.
4. Loss to stereos, radios, and other sound reproducing equipment. This exclusion (4.) does not apply if the equipment is permanently installed in **your covered auto**.
5. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
6. Loss to a camper body or **trailer** not shown in the Declarations. This exclusion (6.) does not apply to a camper body or **trailer** you:
   - **a.** acquire during the policy period; and
   - **b.** notify us within thirty days after you become the owner.
7. Loss to any vehicle while used as a temporary substitute for a vehicle you own which is out of normal use because of its:
   - **a.** breakdown;
   - **b.** repair;
   - **c.** servicing;
   - **d.** loss; or
   - **e.** destruction.
8. When in or upon any **trailer**, loss to:
   - **a.** TV antennas;
   - **b.** awnings or cabanas; or
   - **c.** equipment designed to create additional living facilities.
9. Loss to any of the following or their accessories:
   - **a.** citizens band radio;
   - **b.** two-way mobile radio;
   - **c.** telephone;
   - **d.** scanning monitor receiver; or
   - **e.** any device or instrument used for detection of radar or other speed measuring equipment.

   This exclusion (9.) does not apply if the equipment is permanently installed in the opening of the dash or console of the auto. This opening must be normally used by the auto manufacturer for the installation of a radio.
10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
    - **a.** special carpeting and insulation, furniture, bars or television receivers;
    - **b.** facilities for cooking and sleeping;
    - **c.** height-extending roofs; or
    - **d.** custom murals, paintings or other decals or graphics.

    This exclusion (10.) does not apply if the value of the custom furnishings or equipment has been reported to us prior to a loss and included in the premium for this coverage.
11. Loss 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 by the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

LIMIT OF LIABILITY

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

1. Actual cash value of the stolen or damaged property;
2. Amount necessary to repair or replace the property with other of like kind and quality; or
3. Amount stated in the Declarations of this policy.

The most we will pay for loss to equipment listed in Exclusion 4. is $1500. Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

At the mutual agreement of you and us, we will not apply the applicable deductible for a glass loss if the glass is repaired rather than replaced.

PAYMENT

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our

OF LOSS

expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

A. If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

B. For any loss to which Uninsured/Underinsured Motorists Coverage (from this or any other 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.

APPRAISAL

If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

GENERAL DUTIES

A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. If we show that your failure to provide notice prejudices our defense, there is no liability coverage under the policy.

B. A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams.
4. Authorize us to obtain:
   - **a.** medical records which are reasonably related to the injury or damage asserted; and
   - **b.** other pertinent records.
5. When required by us:
   - **a.** submit a sworn proof of loss;
   - **b.** submit to examination under oath.

C. Within 15 days after we receive your written notice of claim, we must:

1. acknowledge receipt of the claim.
   If our acknowledgment of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgment.
2. begin any investigation of the claim.
3. specify the information you must provide in accordance with paragraph B. above.

We may request more information, if during the investigation of the claim such additional information is necessary.

D. After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:

1. within 15 **business days**; or
2. within 30 days if we have reason to believe the loss resulted from arson.

E. If we do not approve payment of your claim or require more time for processing your claim, we must:

1. give the reasons for denying your claim, or
2. give the reasons we require more time to process your claim. But, we must either approve or deny your claim within 45 days after our requesting more time.

F. 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.

G. Loss Payment

1. If we notify you that we will pay your claim, or part of your claim, we must pay within 5 **business days** after we notify you.
2. 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.

H. Notice of Settlement of Liability Claim

1. We will 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.
2. 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.

ADDITIONAL DUTIES FOR UNINSURED/ UNDERINSURED MOTORISTS

A person seeking Uninsured/Underinsured Motorists Coverage must also:

1. Promptly notify the police if a hit and run driver is involved;
2. Promptly send us copies of the legal papers if a suit is brought;
3. Take reasonable steps after loss, at our expense, to protect damaged property from further loss; and
4. Permit us to inspect and appraise the damaged property before its repair or disposal.

COVERAGE

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking Coverage for Damage to Your Auto must also:

1. Take reasonable steps after loss, to protect **your covered auto** and its equipment from further loss. We will pay reasonable expenses incurred to do this;
2. Promptly notify the police if **your covered auto** is stolen; and
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

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

B. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change in accordance with rules prescribed by the Texas Department of Insurance or its successor. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

1. The number, type or use classification of the insured autos;
2. Operators using insured autos;
3. The place of principal garaging of insured autos;
4. Coverage, deductible or limits.

C. If this policy form is revised to provide more coverage without additional premium charge, we will automatically provide the additional coverage as of the date the revision is effective.

D. We will compute the premium at the rates in effect on each anniversary date of the policy's inception date for a policy written for more than a full year.

LEGAL ACTION AGAINST US

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

1. We agree in writing that the **covered person** has an obligation to pay; or
2. The amount of that obligation has been finally determined by judgment after trial.

B. 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 payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

(A release of the insurer of an underinsured motor vehicle does not prejudice our rights.)
However, our rights in this paragraph do not apply under Part D, against any person using **your covered auto** with a reasonable belief that person is entitled to do so.

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:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment. (However, we may not claim the amount recovered from an insurer of any underinsured motor vehicle.)

POLICY PERIOD AND TERRITORY

A. 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.

B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

TERMINATION

A. Cancellation. This policy may be cancelled during the policy periods 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 at least 10 days notice to the named insured shown in the Declarations at the address shown in this policy.
3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, we will cancel only:
   - **a.** if you submit a fraudulent claim; or
   - **b.** for nonpayment of premium; or
   - **c.** if your driver's license or motor vehicle registration or that of:
     - **(1)** any driver who lives with you; or
     - **(2)** 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.
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 the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 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. We may not refuse to renew this policy based solely on the fact that you are an

elected official.

C. Automatic Termination. If, at any time, you obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

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 promptly. The premium refund, if any, will be computed pro rata, subject to the policy minimum premium. 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

a. provided for in this Termination provision under:

(1) Cancellation;

(2) Non-renewal; or

(3) Automatic Termination; or

b. required by the Texas Department of Insurance.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties 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 for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse 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 to maintain or use **your covered auto**.

B. Coverage will be provided until the end of the policy period.

NOTE: Refer to Medical Payments and/or Personal Injury Protection Coverages for Assignment of Benefits.

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.

SPECIAL PROVISIONS

This Company is licensed to operate under Chapter 912, Texas Insurance Code, and 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, he is 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 at 4315 Lake Shore Drive, Suite J, Waco, Texas, on the first Tuesday following the second Monday in February in each year, at 10:00 o'clock A.M.

MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY – No Contingent Liability: This policy is non-assessable. The policyholder 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 has caused this policy to be executed and attested.



Secretary



President

The following endorsements apply only if indicated on the Declarations page.

515A. EXCLUSION OF NAMED DRIVER AND PARTIAL REJECTION OF COVERAGES

WARNING

READ THIS ENDORSEMENT CAREFULLY!

This acknowledgement and rejection is applicable to all renewals issued by us or any affiliated insurer.

However, we must provide a notice with each renewal as follows: "This policy contains a named driver exclusion."

You agree that none of the insurance coverages afforded by this policy shall apply while

ANY LISTED EXCLUDED DRIVER
(The Excluded Driver)

is operating **your covered auto** or any other motor vehicle. You further agree that this endorsement will also serve as a rejection of Uninsured/Underinsured Motorists Coverage and Personal Injury Protection Coverage while **your covered auto** of any other motor vehicle is operated by the excluded driver.

523C. RENTAL REIMBURSEMENT COVERAGE

The provisions and exclusions that apply to Coverage For Damage To Your Auto also apply to this endorsement except as changed by this endorsement. No deductible applies to this coverage.

When there is a loss to **your covered auto** described in the Declarations for which a specific premium charge indicates that Rental Reimbursement Coverage is afforded:

We will reimburse you for expenses you incur to rent a substitute auto. We will pay up to the maximum of the limits described in the Declarations. This coverage applies only if:

1. **Your covered auto** is withdrawn from use for more than 24 hours, and
2. The loss to **your covered auto** is covered under Coverage For Damage To Your Auto of this policy.

When there is a total theft of the auto, the limit of $20 per day (maximum of $600) provided under Coverage For Damage To Your Auto will be supplemented to the extent the limits in the Declarations exceed that $20 per day limit.

Our payment will be limited to that period of time reasonably required to repair or replace the auto.

530.A LOSS PAYABLE CLAUSE

Loss or damage under Coverage for Damage to Your Auto shall be paid as interest may appear to you and the loss payee shown in the Declarations. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of **your covered auto.** However, we reserve the right to cancel the policy as permitted by policy terms and the cancelation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancelation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

551 MEXICO COVERAGE – LIMITED

WARNING

READ THIS ENDORSEMENT CAREFULLY!

Auto accidents in Mexico are subject to the laws of Mexico only—NOT the laws of the United States of America. Unlike the United States, the Republic of Mexico considers an auto accident a **CRIMINAL OFFENSE** as well as a civil matter.

In some cases, the coverage under this endorsement may NOT be recognized by Mexican authorities and the company may not be allowed to implement this coverage at all in Mexico. You should consider purchasing auto coverage from a licensed Mexican Insurance Company before driving into Mexico.

This endorsement does not apply to trips into Mexico that exceed 25 miles from the boundary of the United States of America.

PROOF

The coverages for **your covered auto** provided by this policy are extended to accidents occurring in Mexico within 25 miles of the United States border. This extension only applies for infrequent trips into Mexico that do not exceed ten days at any one time.

Additional Exclusions

We do not provide any coverage:

1. if **your covered auto** is not principally garaged and used in the United States; and
2. to any **covered person** who does not live in the United States.

Special Conditions

1. Other Insurance. The insurance we provide by this endorsement will be excess over any other collectible insurance.
2. Losses Payable Under Coverage for Damage to Your Auto. We will pay losses under Coverage for Damage to Your Auto in the United States, not in Mexico. If **your covered auto** must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such loss at the nearest United States point where the repairs can be made.

571A. FINANCIAL RESPONSIBILITY CERTIFICATION (SR-22 Filings)

For the additional premium shown in the Declarations of the policy we certify this policy as proof of financial responsibility as required by the Texas Motor Vehicle Safety Responsibility Act. If this policy is cancelled or terminated, we will give written notice to the Texas Department of Public Safety in accordance with the provisions of the Texas Motor Vehicle Safety Responsibility Act prior to the date of such cancellation or termination.

AT.HSCM.2006 – AUTOMATIC TERMINATION ENDORSEMENT

The parties agree to the following amendment to the policy:

Part F – General Provisions is revised by adding the following language to C. Automatic Termination:

PART F – GENERAL PROVISIONS

TERMINATION

C. Automatic Termination

If someone other than you or a **family member** who is listed in the Declarations becomes the owner of the auto, coverage for that auto will automatically terminate. The termination will correspond with the time that possession or title is conveyed to the new owner.

BU.HSCM.2022 – BUSINESS USE EXCLUSION

The parties agree to the following amendments to the policy:

Exclusion A.7 of Part A - Liability Coverage of this policy is deleted and replaced by the following:

PART A - LIABILITY COVERAGE

EXCLUSIONS

A. We do not provide Liability Coverage for any person:

7. Maintaining or using any vehicle for any business purpose. A business purpose includes but is not limited to:
   a) transporting persons, equipment or tools of the trade to or from a job site; or,
   b) using any vehicle while employed or otherwise engaged in any business or occupation, including but not limited to the following occupations or services:
      1) construction, or
      2) courier or delivery services, or
      3) landscaping, or
      4) painting, or
      5) carpentry, or
      6) masonry, or
      7) food services, or
      8) janitorial services, or
      9) any other trade-type service.

Exclusion A.7.a) does not apply to a share-the-expense car pool.

This exclusion does not apply to a temporary vehicle or incidental business use.

The following exclusion is added to Part D - Coverage for Damage to Your Auto

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

EXCLUSIONS

We will not pay for:

Loss to your **covered auto** while it is being operated for any business purpose. A business purpose includes but is not limited to:

a) transporting persons, equipment or tools of the trade to or from a job site; or,

b) using any vehicle while employed or otherwise engaged in any business or occupation, including but not limited to the following occupations or services:

1) construction, or

2) courier or delivery services, or

3) landscaping, or

4) painting, or

5) carpentry, or

6) masonry, or

7) food services, or

8) janitorial services, or

9) any other trade-type service.

Paragraph a) of this exclusion does not apply to a share-the-expense car pool.

This exclusion does not apply to incidental business use.

CIRP.HSCM.2010 – CRIMINAL OR INTENTIONAL ACTS – RENTED PROPERTY AND NON-OWNED AUTO ENDORSEMENT

The parties agree to the following amendments to the policy:

The following Exclusion Provision is added to Part F – General Provisions:

PART F – GENERAL PROVISIONS

GENERAL EXCLUSIONS

A. We do not provide any coverage for any person for bodily injury or property damage caused by or sustained:

1. In an incident caused by or at the direction of that person with the intent to injure person or property.

2. While in the commission of a felony.

3. While attempting to elude arrest by a law enforcement official.

B. We will not pay for loss to **your covered auto** or any non-owned auto for damages sustained:

1. Due to or caused by a willful or intentional act by or at the direction of you, a **family member** or anyone with your express or implied permission.

2. While in the commission of a felony.

3. While attempting to elude arrest by a law enforcement official.

However, this exclusion does not apply to an insured who did not cooperate in or contribute to the creation of the loss if that insured has: (1) filed a police report; and (2) cooperated with law enforcement investigation or prosecution relating to any other insured causing the intentional loss.

If we pay a claim pursuant to [the above paragraphs], our payment to the person insured is limited to their insurable interest in the property less any payments we first made to a mortgagee or other party with a secured interest in the policy. In no event will we pay more than the limit of liability.

Exclusions B.2. and B.3. of this section apply only while **your covered auto** or any non-owned auto is being used by you, a **family member**, or anyone with your express or implied permission.

CL.HSCM.2022 – CONTRACTUAL LIABILITY EXCLUSION ENDORSEMENT

The parties agree to the following amendment to the policy:

The following exclusion is added to Part A – Liability Coverage:

PART A – LIABILITY COVERAGE

EXCLUSIONS

We do not provide Liability Coverage for any person for bodily injury or property damage assumed by or imposed on a **covered person** under any agreement, contract or bailment.

This exclusion does not apply to a temporary vehicle.

AE.HSCM.2018 - AMENDATORY ENDORSEMENT

The parties agree to the following amendments to the policy:

General Duties, B.5. of Part E – Duties After An Accident or Loss of this policy is deleted and replaced by the following:

PART E – DUTIES AFTER AN ACCIDENT OR LOSS
GENERAL DUTIES

B. A person seeking any coverage must:
  5. When required by us:
    a. submit a sworn proof of loss;
    b. submit to examination under oath.

A parent or guardian may be present during any examination of a minor.

Termination, D.2. of Part F – General Provisions of this policy is deleted and replaced by the following:

PART F – GENERAL PROVISIONS
TERMINATION

D. Other Termination Provisions
  2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund no later than the 15th business day after the effective date of cancellation or termination of the policy. The premium refund, if any, will be computed pro rata, subject to the policy minimum premium.
  However, making or offering to make the refund is not a condition of cancellation.

DF.HSCM.2020 – DELIVERY OF PERSONS AND PROPERTY FOR A FEE ENDORSEMENT

The parties agree to the following amendment to the policy:

Exclusion A.5 of Part A Liability Coverage of this policy is deleted and replaced by the following:

PART A – LIABILITY COVERAGE

EXCLUSIONS

A. We do not provide Liability Coverage for any person:
  5. For that person's liability arising out of the ownership or operation of a vehicle while it is:
    a. being used to carry persons for a fee; this does not apply to a share-the-expense car pool.
    b. being used to carry property for a fee or including but not limited to delivery of goods, either on a wholesale or retail basis, such as food, publications, money, or flowers. This A.5.b. does not apply to a t**emporary vehicle** or you or any family member unless the primary usage of the vehicle is to carry property for a fee.
    c. rented or leased to another or used for public hire; this does not apply if you or any **family member** lends **your covered auto** to another in exchange for reimbursement of operating expenses only.

Exclusion 1 of Part D – Coverage for Damage to Your Auto of this policy is deleted and replaced by the following:

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSIONS
We will not pay for:
  1. Loss to your covered auto while it is:
    a. being used to carry persons for a fee; this does not apply to a share-the-expense car pool.
    b. being used to carry property for a fee including but not limited to delivery of goods, either on a wholesale or retail basis, such as food, publications, money, or flowers. This 1.b does not apply to you or any family member unless the primary usage of the vehicle is to carry property for a fee.
    c. rented or leased to another or used for public hire; this does not apply if you or any family member lends your covered auto to another in exchange for reimbursement of operating expenses only.

OOS.HSCM.2006 – OUT OF STATE COVERAGE ENDORSEMENT

The parties agree to the following amendment to the policy:

Part A – Liability Coverage of this policy is amended by deleting and replacing Part A of the Out of State Coverage Provision with the following:

PART A – LIABILITY COVERAGE

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:

A. If the state or province has:

1. A financial responsibility or similar law specifying 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. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts for bodily injury or property damage as specified by the state or province.

Except as provided by A.1. and A.2. above, no other coverage afforded by this policy shall be modified.

PD.HSCM.2016 – PHYSICAL DAMAGE ENDORSEMENT

The parties agree to the following amendment to the policy:

The Limit of Liability provision contained in Part D – Coverage for Damage to Your Auto of this policy is deleted and replaced by the following:

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

LIMIT OF LIABILITY

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

1. Actual cash value of the stolen or damaged property, at the time of the **loss**. An adjustment for depreciation and physical condition will be made in determining the actual cash value in the event of a **total loss**;
2. the amount necessary to restore (through repair and/or replacement) the property to its pre-loss condition with other property of like kind and quality; or
3. the amount stated in the Declarations of this policy.

All claims submitted under Part D – Coverage for Damage to Your Auto will be subject to any applicable deductible shown in the Declarations and reduced by any salvage value if you retain the salvage.

Custom or additional equipment is not covered under Part D – Coverage for Damage to Your Auto unless you have reported the value to us prior to the loss and paid a premium for the **custom or additional equipment** as shown in the Declarations Page.

Diminution in Value is not covered under Part D – Coverage for Damage to Your Auto.

At the mutual agreement of you and us, we will not apply the applicable deductible for a glass loss if the glass is repaired rather than replaced.

The following Definitions are added as applied to this endorsement:

DEFINITIONS

1. "**Loss**" means sudden, direct and accidental damage.
2. "**Total Loss**" means a loss which, in our judgment, is not economically repairable, and includes actual loss or disappearance of your auto.
3. "**Custom or additional equipment**" means any equipment which was not installed at the factory.
4. "**Diminution in Value**" means the reduction in market or resale value that results from a loss after the necessary repairs are made to the vehicle.

PUN.HSCM.2008 – PUNITIVE DAMAGES EXCLUSION

The parties agree to the following amendment to the policy:

Part A – Liability Coverage of this policy is amended by adding the following language as Part C of the Insuring Agreement provision:

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

C. This policy does not provide coverage for **punitive or exemplary** damages.

As used in this part, "**punitive or exemplary**" damages are those damages assessed by a court specifically to punish a wrongdoer or make an example of a wrongdoer.

RP.HSCM.2020 - RENTED PROPERTY AND NON-OWNED AUTO ENDORSEMENT

The parties agree to the following amendments to the policy:

Exclusion A.3 of Part A – Liability Coverage of this policy is deleted and replaced by the following:

PART A – LIABILITY COVERAGE

EXCLUSIONS

A. We do not provide Liability Coverage for any person:
   3.I For damage to property;
      a. rented to;
      b. used by; or
      c. in the care, custody or control of that person.
   3.II This exclusion (A. 3.I) does not apply to damage to
      a. A rented residence or rented private garage caused by **your covered auto.**
      b. Any **"temporary vehicle"**
      However, the exclusion A.3.I does apply to a loss due to or as a consequence of a seizure of an auto listed in A.3.II.b by a federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

The Insuring Agreement provision of Part D – Coverage for Damage to Your Auto of this policy is deleted and replaced by the following:

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including the equipment less any applicable deductible shown in the Declarations. We will pay for loss caused by collision only if the Declarations indicate that Collision Coverage was provided. If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any vehicle shown in the Declarations.

B. **"Collision"** means the upset or collision with another object of **your covered auto** or **non-owned auto**. However, loss caused by the following are not considered **"collision"**:
   1. Missiles or falling objects;
   2. Fire;
   3. Theft or larceny;
   4. Explosion or earthquake
   5. Windstorm;
   6. Hail, water or flood;
   7. Malicious mischief or vandalism;
   8. Riot or civil commotion;
   9. Contact with bird or animal; or
   10. Breakage of glass

   If breakage of glass is caused by a collision or if loss is caused by contact with a bird or animal, you may elect to have it considered a loss caused by **collision**.

C. **"Non-owned auto"** means:
   1. AAny private passenger auto, pick-up, van or trailer, including a rental vehicle, not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member** with the express or implied permission of the owner.
      As used in this part (C.1.) the term "rental vehicle" means an auto rented or hired for a term of 30 days or less.
   2. Any private passenger auto, pick-up, van or trailer, including a rental vehicle you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
      a. breakdown;
      b. repair;
      c. servicing;
      d. loss; or
      e. destruction
      As used in this part (C.2.), the term "rental vehicle" means an auto rented or hired for the period of time reasonably required to repair or replace **your covered auto.**

      Any insurance we provide with respect to a **non-owned auto** is subject to the terms, provisions and exclusions set forth in Part D – Coverage for Damage to Your Auto, unless otherwise specified.

Exclusion 7 of Part D – Coverage for Damage to Your Auto of this policy is deleted.

The Other Insurance Provision of Part D – Coverage for Damage to Your Auto of this policy is amended by adding C.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

OTHER INSURANCE

C. Any insurance we provide with respect to a **non-owned auto** will be excess over any other source of recovery including, but not limited to:
   1. Any coverage provided by the owner of the **non-owned auto;**
   2. Any other applicable physical damage insurance;
   3. Any other source of recovery applicable to the loss.

St.HSCM.2006 – STORAGE ENDORSEMENT

The parties agree to the following amendment to the policy:

The following general duty is added to Part E – Duties after an Accident or Loss:

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

GENERAL DUTIES

Anyone seeking coverage under this policy must authorize us to move the damaged vehicle to a storage facility of our choice at our expense.

TEMPVEH.HSCM.2020 - TEMPORARY VEHICLE ENDORSEMENT

The parties agree to the following amendments to the policy:

DEFINITIONS

Definition **G** is amended by adding paragraph 5:

5. Any **temporary vehicle.**

The following definitions are added to the policy:

I. **"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** vehicle is at the facility for service, repair, maintenance, or damage or to obtain an estimate and is:
   1. in the lawful possession of the **covered person** or **family member** of the **covered person**;
   2. not owned by the **covered person**, any **family member** of the **covered person**, or any other person residing in the **covered persons** household; and
   3. operated by or in the possession of the **covered person** or **family member** of the covered person until the vehicle is returned to the **automobile repair facility**.

   However, **temporary vehicle** does not include any vehicle that is not:
   1. a private passenger automobile; or
   2. 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:
      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.

J. **"Automobile Repair Facility"** means a person who rebuilds, repairs, or services a motor vehicle for consideration or under a warranty, service, or maintenance contract.

PART A - LIABILITY COVERAGE
EXCLUSIONS

Exclusion **A.3.II** is replaced by:

II. This exclusion (A.3.1.) does not apply to damage to:
   a. a residence or private garage; or
   b. any of the following type vehicles not owned by or furnished or available for the regular use of **you** or any **family member:**
      (1) private passenger autos;
      (2) trailers; or
      (3) pickups or vans.
   c. **Any "temporary vehicle".**

   However, the exclusion **3.I** does apply to a loss due to or as a consequence of a seizure of an auto listed in **3.II.b** or

3.II.c by a federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

Exclusion **A.5.b** is replaced by:

b. being used to carry property for a fee; this does not apply to a **temporary vehicle** or to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or

OTHER INSURANCE
Other Insurance is replaced by:

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
However, any liability insurance we provide to a **covered person** for the maintenance or use of a vehicle you do not own shall be excess over any other applicable liability insurance However, we will provide primary insurance for a **temporary vehicle**.

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO
EXCLUSIONS

Exclusion 12. Is added:
12. Loss to any **temporary vehicle.**

YCA.HSCM.2013 – NEWLY ACQUIRED AUTOMOBILE ENDORSEMENT

The parties agree to the following amendment to the policy:

Definition G of this policy is deleted and replaced by the following:

DEFINITIONS

G. 1. "**Your covered auto**" means:

a. Any vehicle shown in the Declarations.

b. A "**newly acquired auto**".

c. Any "**trailer**" you own.

d. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

1. breakdown;

2. repair;

3. servicing;

4. loss; or

5. destruction

This provision (**G.1.d.**) does not apply to Part D – Coverage for Damage to Your Auto of this policy.

G. 2. "**Newly acquired auto**".

A "**Newly acquired auto**" means: (i) a private passenger auto; or (ii) pickup, utility vehicle or van with a gross vehicle weight (as determined by the manufacturer's specifications) of 25,000 lbs. or less; and is not used for the delivery or transportation of goods, materials or supplies other than samples, unless:

a. the delivery of goods, materials or supplies is not the primary for which the vehicle is employed; or

b. the vehicle is used for farming or ranching.

G. 3. Coverage for a **newly acquired auto** that replaces a covered vehicle shown in the Declarations will have the same coverage we now provide for the vehicle being replaced. You must notify us of a replacement vehicle on or before the 20th day after the date on which you become the owner only if you wish to: (i) continue the existing coverage for damage to your **newly acquired auto** beyond such 20 day period; or (ii) add coverage for damage to your **newly acquired auto.**

G. 4. Coverage for a **newly acquired auto** that is acquired during the policy term in addition to the covered vehicles shown in the Declarations will have the broadest coverage we now provide for any auto shown in the Declarations provided you notify us of the **newly acquired auto** on or before the 20th day after the date on which you become the owner.

The following Definition is added as applied to this endorsement:

DEFINITION

"**Owner**" means the person who:

a. Holds legal title to the auto or **trailer**;

b. Has legal possession of an auto or **trailer** subject to a lien or security agreement; or

c. Has legal possession of a private passenger type auto or pickup or van that is leased or rented to that person under a written agreement for a continuous period of at least six months.

NR.HSCM.2023 - Non-Renewal Provisions

The parties agree to the following amendments to the policy:

Termination, B. of Part F – General Provisions of this policy is deleted and replaced by the following:

PART F – GENERAL PROVISIONS
TERMINATION

B. Non-renewal

1. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations 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 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. We may not refuse to renew this policy based solely on the fact that you are an elected official.

2. Notice Of Failure to Cooperate and Mandatory Non-renewal

a. If an insured fails or refuses to cooperate with us in the investigation, settlement, or defense of a third-party liability claim or action, or if we are unable to contact the insured, we will notify you.

b. After we notify you, if the insured continues to fail or refuse to cooperate, 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.

IMPORTANT NOTICE

NON-RENEWALS FOR NOT-AT-FAULT ACCIDENTS OR CLAIMS (28 TAC §5.7016)

We may not use any of the following types of accidents or claims as the only reason for refusing to renew your personal auto policy:

1. A claim involving damage from a weather-related incident that does not involve a collision (some examples being hail, flood, tornado, winds or hurricanes);

2. an accident or claim involving damage by contact with an animal or a fowl;

3. an accident or claim involving damage caused by flying gravel, missiles or falling objects; however, if you have three of these losses in any 36-month period, we may increase your deductible to the higher of $250 or the next available deductible increment higher than your present deductible amount, at your renewal date;

4. a claim under towing and labor protection; however, if you have four claims of this type in any 36-month period, we have the option of eliminating this coverage from your policy;

5. any other not-at-fault accident or claim unless there are two or more of these accidents or claims in any 12-month period.

“Refusal to renew” means our refusal to renew your personal auto policy in the same company which originally issued the policy.

To the extent of any possible conflict between this notice and the Texas Administrative Code (28 TAC §5.7016), the latter will be controlling.

Figure 1: 28 TAC Section 5.9970(b) 2026 Version

CONSUMER BILL OF RIGHTS

Personal Automobile Insurance

What is the Bill of Rights?

It is a basic outline of important rights you have under Texas law. Insurance companies must give you this Bill of Rights with your policy. It is important to read and understand your policy.

The Bill of Rights is <u>not</u>:

- A complete list of all your rights,
- Part of your policy, or
- A list of everything that you are responsible for.

Questions about these rights?

- If you are not sure about anything in your policy, ask your agent or insurance company.
- If you have questions or a complaint, contact the Texas Department of Insurance (TDI):

  Call with a question: 1-800-252-3439
  Email with a question: ConsumerProtection@tdi.texas.gov
  File a complaint through the website:
  www.tdi.texas.gov/consumer/get-help-with-an-insurance-complaint.html

- To learn more about insurance, visit www.opic.texas.gov or call the Office of Public Insurance Counsel (OPIC) at 1-877-611-6742.

AVISO: Este documento es un resumen de sus derechos como asegurado. Tiene derecho a llamar a su compañía de seguros y obtener una copia de estos derechos en español. Además, puede ser que su compañía de seguros tenga disponible una versión de su póliza en español.

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Where to Get Information

1. **Your insurance company.** When you get a copy of your policy you will also get an "Important Notice" from the company. The notice explains how to contact your company and how to file a complaint. You may request a complete copy of your policy from your company at any time.

2. **Your declarations page.** The declarations page, also called the "dec page," shows: (a) the name and address of your insurance company, (b) the dates your policy is in effect, (c) the insured vehicles and drivers, (d) any excluded drivers, (e) the amounts and types of coverage, and (f) your deductibles.

3. **The Texas Department of Insurance (TDI).** You have the right to call TDI for free at 1-800-252-3439 for information and help with a complaint against an insurer. You can also find information on the TDI website at www.tdi.texas.gov.

4. **Resources for shopping for insurance.** The Office of Public Insurance Counsel (OPIC) and TDI developed www.HelpInsure.com to help you compare rates and coverages for different insurance companies. OPIC also has an online tool to help you compare policies. You can find this policy comparison tool at www.opic.texas.gov.

What You Should Know When You File a Claim

5. **Choice of repair shop and replacement parts.** You have the right to choose the repair shop and parts for your vehicle. An insurance company may not specify the brand, type, kind, age, vendor, supplier, or condition of parts or products used to repair your auto, but they are not required to pay more than a reasonable amount.

6. **Auto repair notice requirements.** The insurance company must provide you a document about your rights regarding auto repairs as follows:

    - **Claims submitted by telephone:** Written notice within 3 business days or verbal notice during the call, followed by written notice within 15 business days;
    - **Claims submitted in person:** Written notice at the time you present your vehicle to an insurer, an insurance adjuster, or other person in connection with a claim for repair; or
    - **Claims submitted in writing (including email and fax):** Written notice must be provided within 3 business days of the insurance company receiving notice of the claim.

7. **Deadlines for processing claims and payments.** When you file a claim on your own policy, the insurance company must meet these deadlines:

    - **Within 15 days after you file a claim:** The company must let you know they received your claim. The company must also start their investigation and ask you for any other information they need.

- **Within 15 business days after they get all the information they need:** The company must approve or deny your claim in writing. They can extend this deadline up to **45 days** from the date they (a) let you know they need more time, and (b) tell you why.
- **Within 5 business days after they let you know your claim is approved:** The company must pay the claim.

Note: TDI can extend these deadlines by 15 more days if there is a weather-related catastrophe.

If your company fails to meet these deadlines, you may be able to collect the claim amount, interest, and attorney's fees.

8. **Written explanation of claim denial.** Your insurance company must tell you in writing why your claim or part of your claim was denied.

9. **Information not required for processing your claim.** Your insurance company can only ask for information reasonably needed for their claim investigation. However, they cannot ask for your federal income tax returns unless: (a) they get a court order, or (b) your claim involves a fire loss, loss of profits, or lost income.

10. **Reasonable investigation.** Your insurance company cannot refuse to pay your claim without a reasonable investigation of the claim. You should keep records of all claim communications (including notes from phone calls) and other claim documentation (including damage estimates and receipts).

11. **Appraisal.** You or your insurance company have the right to demand appraisal to resolve a dispute about the amount to repair or replace your damaged property.

12. **Deductible recovery.** If another person may be liable for the damage to your auto and you (a) filed a claim, and (b) paid or owe a deductible on your own policy, then your insurance company must:

    - Take action to recover your deductible no later than 1 year from when your claim is paid; or
    - Refund your deductible; or
    - Notify you that they will not take action and allow you to try to collect your money (a) within 1 year from the date your claim is paid, or (b) at least 90 days before the statute of limitations expires (whichever date comes first).

13. **Notice of liability claim settlement.** Liability means you are responsible for other people's injuries or damage to their property. Your insurance company must let you know in writing:

    - About the first offer to settle a claim against you within **10 days** after the offer is made.
    - About any claim settled against you within **30 days** after the date of the settlement.

Who to Contact for Claim Disagreements

14. Claim disagreements. You can dispute the amount of your claim payment or what is covered under your policy. You can:

- Contact your insurance company.
- Contact the repair person or shop.
- Contact an attorney to advise you of your rights under the law. The State Bar of Texas can help you find an attorney.
- Pay a qualified appraiser to examine the damage to your property.
- File a complaint with TDI.

What You Should Know about Renewal, Cancellation, and Nonrenewal

Renewal means that your insurance company is extending your policy for another term.

Cancellation means that, **before the end of the policy period**, the insurance company:

- Terminates the policy;
- Gives you less coverage or limits your coverage; or
- Refuses to give additional coverage that you are entitled to under the policy.

"Refusal to renew" and **"nonrenewal"** are terms that mean your coverage ends **at the end of the policy period**. The policy period is shown on the declarations page of your policy.

15. Offer of uninsured/underinsured motorist and personal injury protection coverages. Insurance companies must offer you Uninsured/Underinsured Motorist (UM/UIM) and Personal Injury Protection (PIP) coverage on a new policy. If you decline them, it must be in writing. The company is not required to reoffer these coverages upon renewal, but you may request them at any time.

16. Insurance company cancellation of personal automobile policies. If your policy has been in effect for **60 days or more**, your company can only cancel your policy if:

- You don't pay your premium when it is due;
- You file a fraudulent claim;
- TDI decides that keeping the policy violates the law;
- Your driver's license or vehicle registration is suspended or revoked (unless you agree to exclude coverage for yourself as a driver under the policy); or
- Any driver who lives with you, or who usually drives a vehicle covered by the policy, has their driver's license or vehicle registration suspended or revoked (unless you agree to exclude coverage for that person as a driver under the policy).

17. **Notice of cancellation.** If your insurance company cancels your policy, they must let you know by mail at least **10 days** before the effective date of the cancellation. Check your policy because your company may give you more than 10 days' notice.

18. **Your right to cancel.** You can cancel your policy at any time and get a refund of the unearned premium.

19. **Refund of premium.** If you or your insurance company cancel your policy, the company must refund any unearned premium within 15 business days from:

    - the date the company receives notice of the cancellation, or
    - the date of cancellation, whichever is later.

20. **Limits on using claims history to change premium.** Your insurance company can't change your premium solely because of a claim you file that is not paid or payable under your policy.

21. **Timing of nonrenewal.** Your insurance company must renew your policy until it has been in effect for 1 year. If your policy is renewed, your company must continue to renew your policy until the yearly anniversary of the original effective date.

    For example, if your 6-month policy was originally effective on January 1, 2050, your company must renew your policy until January 1, 2051. After that, your company may only refuse to renew your policy on the original effective date (in this example, January 1) of any future year.

    Note: There is an exception. See #23, "Nonrenewal for failure to cooperate."

22. **Notice of nonrenewal.** Your insurance company must send you a notice that they are not renewing your policy. They must let you know at least **60 days** before your policy expires, or you can require them to renew your policy.

23. **Nonrenewal for failure to cooperate.** Your insurance company is required to nonrenew your policy if you or someone covered by your policy fails or refuses to cooperate in the investigation, settlement, or defense of a third-party liability claim or action, or the company is unable to contact you or someone covered by your policy using reasonable efforts. The company must first give you a written notice that states:

    - how you or someone covered by your policy failed or refused to cooperate, including failure as a result of the company's inability to contact you or them;
    - the claim or action for which the company is requesting cooperation; and
    - that continued failure or refusal to cooperate will result in the company not renewing your policy.

24. **Not-at-fault claims.** Your insurance company cannot refuse to renew your policy solely because of any one of the following:

- Claims involving damage from a weather-related incident that do not involve a collision, like damage from hail, wind, or flood.
- Accidents or claims involving damage by contact with animals.
- Accidents or claims involving damage caused by flying gravel, missiles, or other flying objects. However, if you have 3 of these claims in a three-year period, the company may increase your deductible on your next annual renewal date.
- Towing and labor claims. However, once you have made 4 of these claims in a three-year period, the company may remove this coverage from your policy on your next annual renewal date.
- Any other accident or claim that cannot reasonably be considered your fault, unless you have 2 of these claims or accidents in a one-year period.

25. Use of credit information to determine what you pay for your policy. If your insurance company uses credit information to rate your policy:

- The company must:
  - review and update the credit information considered in the rating of your policy not less than every 36-months; and
  - reassess policy rating and adjust premiums based on the updated credit information.
- When credit information is used to take an action that results in an adverse effect to you, the company must:
  - use a credit report issued not more than 90 days before the policy is renewed; and
  - send you written or electronic notice of your right to request that your policy be re-rated as indicated in the bullet below.
- You or your agent may request re-underwriting and re-rating of your insurance policy once in a 12-month period. If requested, your company must reassess your policy rating and adjust premiums at renewal based upon the current credit report or insurance score.

26. Limit on using age to nonrenew your policy. An insurance company cannot refuse to renew your policy based solely on the age of any person covered by the policy. Your company also cannot require you to exclude a family member from coverage solely because they reached driving age.

27. Widow classification for rating. An insurance company may not charge an individual who is widowed or whose marital status otherwise reflects the death of a spouse a rate that is different from the rate that would be charged if the individual's marital status was married.

28. Protections from discrimination. An insurance company cannot refuse to insure you; limit the coverage you buy; refuse to renew your policy; or charge you a different rate based on your race, color, creed, country of origin, or religion.

29. Right to ask questions. You can ask your insurance company a question about your policy. They cannot use your questions to deny, nonrenew, or cancel your coverage. Your questions also cannot be used to determine your premium.

For example, you may ask:

- General questions about your policy;
- Questions about the company's claims filing process; and
- Questions about whether the policy will cover a loss, unless the question is about damage (a) that occurred, and (b) that results in an investigation or claim.

30. Notice of a "material change" to your policy. If your insurance company does not want to cancel or nonrenew your policy, but wants to make certain material changes, then they must explain the changes in writing at least **30 days** before the annual renewal date. Material changes include:

- Giving you less coverage;
- Changing a condition of coverage; or
- Changing what you are required to do.

Instead of a notice of "material change" a company may choose to not renew your existing policy. If so, the company has to send a nonrenewal letter, but may still offer you a different policy.

Note: A company cannot reduce coverage during the policy period unless you ask for the change. If you ask for the change, the company does not have to send you a notice.

31. Written statement of reasons for decision not to insure. An insurance company must fully explain in writing the reasons for their decision not to insure you. This includes cancellation or nonrenewal.

Figure 2: 28 TAC §5.9970(b) Versión 2026

DECLARACIÓN DE DERECHOS DEL CONSUMIDOR

Seguro de Automóvil Personal

¿Qué es la Declaración de Derechos?

Es un resumen básico de los derechos importantes que tiene bajo la ley de Texas. Las compañías de seguros tienen que darle una copia de esta Declaración de Derechos junto con su póliza. Es importante leer y entender su póliza.

La Declaración de Derechos no es:

- Una lista completa de todos sus derechos,
- Parte de su póliza, o
- Una lista de todas sus obligaciones.

¿Tiene preguntas sobre estos derechos?

- Si tiene una duda sobre algún aspecto de su póliza, consulte a su agente o a la compañía de seguros.
- Si tiene preguntas o alguna queja, comuníquese con el Departamento de Seguros de Texas (Texas Department of Insurance - TDI, por su nombre y siglas en inglés):

  Para preguntas por teléfono, llame al: 1-800-252-3439
  Para preguntas por correo electrónico: ConsumerProtection@tdi.texas.gov
  Para presentar una queja a través del sitio web:
  https://www.tdi.texas.gov/consumer/get-help-with-an-insurance-complaint.html

- Para obtener más información sobre seguros, visite **www.opic.texas.gov/es/pagina-principal** o llame a la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel -OPIC, por su nombre y siglas en inglés) al
  1-877-611-6742.

AVISO: Si recibe algún documento en inglés, llame a su agente o compañía de seguros y pregunte si lo tienen disponible en español.

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Dónde obtener información:

1. **La compañía de seguros.** Cuando reciba una copia de su póliza, también recibirá un "Aviso Importante" de la compañía. El aviso explica cómo ponerse en contacto con la compañía y cómo presentar una queja. Puede solicitar una copia completa de su póliza a la compañía en cualquier momento.

2. **La página de declaraciones.** La página de declaraciones, también llamada "dec page," muestra: (a) el nombre y la dirección de la compañía de seguros, (b) las fechas efectivas de su póliza, (c) los vehículos y conductores asegurados, (d) cualquier conductor que esté excluido, (e) las cantidades y tipos de cobertura, y (f) sus deducibles.

3. **El Departamento de Seguros de Texas (TDI).** Tiene derecho a llamar gratis a TDI al 1-800-252-3439 para obtener información y ayuda sobre una queja contra una aseguradora. También puede encontrar información en el sitio web de TDI en www.tdi.texas.gov.

4. **Recursos para ayudarlo a comprar seguro.** La Oficina del Asesor Público de Seguros (OPIC) y TDI establecieron el sitio web www.HelpInsure.com para ayudarlo a comparar tarifas y coberturas de diferentes compañías de seguros. OPIC también tiene una herramienta en línea para ayudarlo a comparar las pólizas. Puede encontrar esta herramienta de comparación de pólizas en www.opic.texas.gov.

Lo que debería saber al presentar una reclamación

5. **Selección del taller de reparación y las piezas de repuesto.** Tiene derecho a elegir el taller de reparación y las piezas para su vehículo. La compañía de seguros no puede especificar la marca, el estilo, el tipo, la edad, el surtidor, el proveedor o la condición de las piezas o productos utilizados para reparar su auto, pero la aseguradora no está obligada a pagar más del costo razonable.

6. **Avisos requeridos sobre la reparación de autos.** La compañía de seguros tiene que entregarle un documento acerca de sus derechos respecto a la reparación de autos, como se indica a continuación:

    - **Reclamaciones presentadas por teléfono:** Aviso por escrito dentro de los 3 días hábiles o aviso verbal durante la llamada, seguido de un aviso por escrito dentro de los 15 días hábiles;
    - **Reclamaciones presentadas en persona:** Aviso por escrito en el momento en que presente su vehículo a la compañía aseguradora, al ajustador de seguros o a cualquier otra persona acerca de una reclamación sobre reparaciones; o
    - **Reclamaciones presentadas por escrito (incluyendo correo electrónico y fax):** Aviso por escrito dentro de los 3 días hábiles a partir de la fecha en que la compañía de seguros recibe la notificación de la reclamación.

7. **Plazos para tramitar reclamaciones y pagos.** Cuando presente una reclamación bajo su propia póliza, la compañía de seguros tendrá que cumplir con los siguientes plazos:

    - **Dentro de los 15 días después de la presentación de una reclamación:** La compañía tendrá que informarle que recibió su reclamación. La compañía también tendrá que comenzar su investigación y pedirle cualquier otra información que necesita.
    - **Dentro de los 15 días hábiles después de recibir toda la información necesaria:** La compañía tendrá que aprobar o rechazar su reclamación por escrito. Pueden extender este plazo hasta **45 días** a partir de la fecha en que: (a) le informan que necesitan más tiempo, y (b) le indican la razón.
    - **Dentro de 5 días hábiles después de que le informen que su reclamación ha sido aprobada:** La compañía tendrá que pagar la reclamación.

Nota: TDI puede extender estos plazos por 15 días más si ocurre una catástrofe relacionada con el clima.

Si la compañía no cumple con estos plazos, podría recibir la cantidad especificado en la reclamación, así como los intereses y los honorarios de los abogados.

8. **Explicación por escrito de la denegación de la reclamación.** La compañía de seguros tendrá que informarle por escrito por qué se rechazó su reclamación o alguna parte de su reclamación.

9. **Información no requerida para procesar su reclamación.** La compañía de seguros puede solicitar únicamente información que sea razonablemente necesaria para hacer la investigación de su reclamación. Sin embargo, no pueden solicitar sus declaraciones de impuestos federales, a menos que: (a) obtengan una orden judicial, o (b) su reclamación implique una pérdida por incendio, pérdida de ganancias o pérdida de ingresos.

10. **Investigación razonable.** La compañía de seguros no puede negarse a pagar su reclamación sin hacer una investigación razonable de la reclamación. Debe mantener registros de todas las comunicaciones de reclamos (incluidas las notas de llamadas telefónicas) y otra documentación de reclamos (incluidos los estimados de daños y recibos).

11. **Valoración.** Usted o su compañía de seguros tienen derecho a exigir una valoración para resolver las disputas sobre el monto requerido para reparar o reemplazar su propiedad que ha sufrido daños.

12. **Recuperación del deducible.** Si otra persona pudiera tener responsabilidad legal por el daño a su auto y usted (a) presentó una reclamación y (b) pagó o está obligado a pagar un deducible bajo su propia póliza, entonces su compañía de seguros tendrá que:
    - Tomar medidas para recuperar su deducible a más tardar 1 año después de que se paga su reclamación; o
    - Reembolsar su deducible; o
    - Informarle que no se tomarán más medidas y que le permitirán que usted trate de cobrar su dinero (a) dentro de 1 año a partir de la fecha en que se paga su reclamación, o (b) al menos 90 días antes de que se venza el plazo para tomar acción legal (lo que suceda primero).

13. **Aviso de que se llegó a un acuerdo sobre la reclamación de responsabilidad.** Responsabilidad significa que usted es responsable de las lesiones o daños a la propiedad de otras personas. La compañía de seguros tiene que informarle por escrito:

    - Acerca de la primera oferta para resolver una reclamación contra usted dentro de los **10 días** después de la fecha en que se hizo la oferta.
    - Acerca de cualquier reclamación decidida en su contra dentro de los **30 días** después de la fecha del acuerdo.

Con quién hablar si hay desacuerdos sobre las reclamaciones

14. **Desacuerdos sobre reclamaciones.** Puede disputar la cantidad que le pagan en su reclamación o lo que está cubierto en su póliza. Usted puede:

    - Comunicarse con la compañía de seguros.
    - Comunicarse con el técnico de reparaciones o con el taller.
    - Comunicarse con un abogado para que le aconseje sobre sus derechos bajo la ley. El Colegio de Abogados del Estado de Texas (The State Bar of Texas, por su nombre en inglés) puede ayudarlo a

buscar un abogado.

- Contratar a un tasador calificado para que examine los daños a su propiedad.
- Presentar una queja al Departamento de Seguros de Texas (TDI).

Lo que debería saber sobre la renovación, la cancelación y la no renovación

La **renovación** significa que la compañía de seguros extiende su póliza por un período adicional.

La **cancelación** significa que, **antes de llegar al final del período de la póliza**, la compañía de seguros:

- Termina la póliza;
- Le ofrece menos cobertura o limita su cobertura; o
- Se niega a darle cobertura adicional a la cual tiene derecho bajo su póliza.

"Negar la renovación" y **"no renovación"** son términos que significan que su cobertura termina **al final del período de la póliza**. El período de la póliza aparece en la página de declaraciones de su póliza.

15. **Oferta de cobertura de protección contra conductores sin seguro/con insuficiente seguro y de protección para reclamaciones de lesiones personales.** En una nueva póliza, las compañías de seguros tienen que ofrecerle cobertura de Protección contra Conductores sin Seguro o con Insuficiente Seguro (Uninsured Motorists Coverage (UM/UIM), por su nombre y siglas en inglés) y Protección para Lesiones Personales (Personal Injury Protection (PIP), por su nombre y siglas en inglés). Si rechaza esta cobertura, lo tiene que hacer por escrito. La compañía no está obligada a volver a ofrecerle estas coberturas al momento de la renovación, pero usted puede solicitarlas en cualquier momento.

16. **Cancelación por parte de la compañía de seguros de su póliza de auto personal.** Si su póliza ha estado vigente por **60 días o más**, la compañía solo puede cancelar su póliza si:
    - No paga su prima en la fecha indicada;
    - Presenta una reclamación fraudulenta;
    - TDI decide que mantener la póliza viola la ley.
    - Se le suspende o revoca su licencia de conducir o el registro de su vehículo (a menos que acepte excluirse a sí mismo de la cobertura como conductor bajo la póliza); o
    - Se le suspende o revoca la licencia de conducir o el registro de vehículo a cualquier conductor que viva con usted, o que generalmente maneje un vehículo cubierto bajo la póliza (a menos que acepte excluir a esa persona de la cobertura como conductor bajo la póliza).

17. **Aviso de cancelación.** Si la compañía de seguros cancela su póliza, tendrá que informarle por correo al menos **10 días** antes de la fecha en que se haga efectiva la cancelación. Revise su póliza porque es posible que su compañía de seguros le ofrezca más de 10 días de notificación.

18. **Su derecho a cancelar.** Puede cancelar su póliza en cualquier momento y obtener un reembolso de la prima no retribuida.

19. **Reembolso de la prima.** Si usted o la compañía de seguros cancela su póliza, la compañía tendrá que reembolsarle cualquier prima no retribuida dentro de los 15 días hábiles a partir de:
    - la fecha en que la compañía recibe la notificación de la cancelación, o
    - la fecha de cancelación, la que sea posterior.

20. **Limitación al uso de su historial de reclamaciones para hacer cambios a la prima.** La compañía de seguros no puede cambiar su prima solo porque presentó una reclamación que no le pagó o que no se le pudo pagar bajo su póliza.

21. **Fechas relacionadas a la no renovación.** La compañía de seguros está obligada a renovar su póliza hasta que esté en vigencia por un año. Si le renuevan su póliza, la compañía de seguros tiene que seguir renovándola hasta llegar al aniversario de la fecha original en que se hizo efectiva.

    Por ejemplo, si su póliza de seis meses se hizo efectiva originalmente el 1 de enero del 2050, la compañía tiene que renovar su póliza hasta el 1 de enero del 2051. A partir de esa fecha, la compañía solo puede negarse a renovar su póliza en la fecha original en que se hizo efectiva (en este ejemplo, el 1 de enero) de cualquier año futuro.

    Nota: Hay una excepción. Vea #23, "No renovación por falta de cooperación".

22. **Aviso de no renovación.** La compañía de seguros tiene que enviarle un aviso de que no van a renovar su póliza. Tendrá que informarle al menos **60 días** antes del vencimiento de su póliza, o usted puede exigir que renueven su póliza.

23. **No renovación por falta de cooperación.** La compañía de seguros está obligada a no renovar su póliza si usted o alguien cubierto por su póliza no coopera o se niega a cooperar en la investigación, el acuerdo de reclamo, o la defensa de un reclamo o acción de responsabilidad civil de terceros, o la compañía no puede comunicarse con usted o alguien cubierto por su póliza haciendo esfuerzos razonables. La compañía de seguros primero tendrá que enviarle un aviso por escrito que explica:
    - cómo usted o alguien cubierto por su póliza falló o se negó a cooperar, incluyendo fallas como resultado de la incapacidad de la compañía en comunicarse con usted o ellos;
    - el reclamo o acción por los cuales la compañía solicita cooperación; y
    - si sigue sin cooperar o continúa negándose a cooperar, la compañía de seguros no renovará su póliza.

24. **Reclamaciones sin culpa.** La compañía de seguros no puede negarse a renovar su póliza solo por darse uno de los siguientes hechos:
    - Reclamaciones referentes a daños por accidentes relacionados al clima que no tienen que ver con un choque, tal como daños por granizo, viento o inundación.
    - Accidentes o reclamaciones que tengan que ver con daños por contacto con animales.
    - Accidentes o reclamaciones que tengan que ver con daños causados por grava voladora, proyectiles o algún otro objeto volador. Sin embargo, si tiene 3 reclamaciones de este tipo en un período de tres años, la compañía puede aumentar su deducible en su próxima fecha de renovación anual.
    - Reclamaciones para cubrir gastos de grúa y de mano de obra. Sin embargo, una vez que haya presentado 4 reclamaciones de este tipo en un período de tres años, la compañía puede eliminar esta cobertura de su póliza en su próxima fecha de renovación anual.
    - Cualquier otro accidente o reclamación que razonablemente no se pueda considerar que haya sido culpa suya, a menos que tenga 2 reclamaciones o accidentes de este tipo en un período de un año.

25. **Uso de información crediticia para determinar lo que usted paga por su póliza.** Si su compañía de seguros utiliza información crediticia para calificar su póliza:
    - La empresa debe:
        - revisar y actualizar la información crediticia considerada en la calificación de su póliza a más tardar cada 36 meses; y

- reevaluar la calificación de dicha póliza y ajustar las primas basados en la información crediticia actualizada.
- Cuando se utiliza información crediticia para tomar una acción que le afecte adversamente a usted, la compañía deberá:
  - utilizar un informe crediticio emitido no más de 90 días antes de la renovación de la póliza; y
  - enviarle un aviso por escrito o electrónico sobre su derecho a solicitar que se vuelva a evaluar su póliza según lo indicado en el punto siguiente.
- Usted o su agente pueden solicitar se le vuelva a suscribir o calificar a su póliza de seguros cada 12 meses. Si se solicita, la compañía debe reevaluar la calificación de su póliza y ajustar las primas en la fecha de renovación basados en un informe crediticio actualizado o en su puntaje de seguros.

26. Limitación al uso de la edad para no renovar su póliza. La compañía de seguros no puede negarse a renovar su póliza basándose únicamente en la edad de cualquier persona cubierta bajo la póliza. Su compañía tampoco puede exigirle que excluya a un miembro de su familia de la cobertura únicamente porque llegó a la edad de conducir.

27. Clasificación de viudas para propósitos de evaluación. La compañía de seguros no puede cobrar a una persona viuda, o que se le haya muerto su cónyuge, tarifas diferentes de las que se cobraría a una persona casada.

28. Protecciones contra la discriminación. La compañía de seguros no puede negarse a asegurarle; limitar la cobertura que compra; negar la renovación de su póliza; o cobrarle una tarifa diferente debido a su raza, color, creencia, país de origen o religión.

29. Derecho a hacer preguntas. Puede hacerle una pregunta a la compañía de seguros sobre su póliza. No pueden usar sus preguntas para denegar, no renovar o cancelar su cobertura. Sus preguntas tampoco se pueden utilizar para determinar su prima.

Por ejemplo, puede hacer:

- Preguntas generales sobre su póliza;
- Preguntas sobre el proceso de presentación de reclamaciones de la compañía; y
- Preguntas sobre si la póliza cubrirá una pérdida, a menos que la pregunta sea sobre un daño: (a) que ocurrió y (b) que resulta en una investigación o reclamación.

30. Aviso de un "cambio material" a su póliza. Si la compañía de seguros no quiere cancelar o no renovar su póliza, pero desea hacer ciertos cambios materiales o importantes, tendrá que explicar los cambios por escrito al menos **30 días** antes de la fecha anual de renovación. Los cambios materiales incluyen:

- Ofrecerle menos cobertura;
- Cambiar una condición de la cobertura; o
- Cambiar lo que se requiere que usted haga.

En lugar de un aviso de "cambio material", la compañía puede optar por no renovar su póliza existente. Si es así, la compañía tiene que enviar una carta de no renovación, pero todavía puede ofrecerle una póliza diferente.

Nota: La compañía no puede reducir la cobertura durante el período de la póliza a menos que usted solicite el cambio. Si usted solicita el cambio, la compañía no tiene que enviarle un aviso.

31. **Explicación por escrito de los motivos de la decisión de no asegurar.** La compañía de seguros debe explicarle claramente por escrito los motivos de su decisión de no asegurarlo. Esto incluye la cancelación o la no renovación.