Home State County Mutual
Administered by: *Bluefire Insurance Services*
NAIC Code: *29297*
License #: *1701339* ***Phone:*** *(866) 424-9511*
PO Box 143249
Irving, TX 75014-3249

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 Services
at (866) 424-9511
Toll-Free: (866) 424-9511

MGA's Email: compliance@bluefireins.com
MGA's Mail c/o: PO Box 143249, Irving, TX 75014-3249

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 tambíen 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 Services
al (866) 424-9511
Telefono gratuito: (866) 424-9511

MGA's Correo Electrónico:
compliance@bluefireins.com
MGA's Dirección Postal c/o: PO Box 143249, Irving, TX 75014-3249

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 polízas 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 la Oficina del Asesor Publico de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).

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PO Box 143249
Irving, TX 75014-3249

Texas Personal Auto Policy

Bluefire Insurance Services
Home State County Mutual Insurance Company
PO Box 143249
Irving, TX 75014-3249
Phone: (866) 424-9511
Fax: (866) 424-9510
Claims: (800) 877-0226

IMPORTANT

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

PLEASE READ YOUR POLICY

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

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

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PO Box 143249
Irving, TX 75014-3249

YOUR TEXAS PERSONAL AUTO POLICY - QUICK GUIDE

APPLICATION

DECLARATIONS PAGE

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

	Beginning on Page
Agreement	3
Representations and Warranties	3
Definitions	3
Part A – Liability Coverage	5
Insuring Agreement	
Supplementary Payment	
Exclusions	
Limit of Liability	
Financial Responsibility Laws	
Out of State Coverage	
Other Insurance	
Part B1 – Medical Payments Coverage	7
Insuring Agreement	
Exclusions	
Limit of Liability	
Other Insurance	
Payment of Benefits	
Trust Agreement	
Our Right to Recover From Others	
Part B2 – Personal Injury Protection Coverage	8
Insuring Agreement	
Exclusions	
Limit of Liability	
Other Insurance	
Other Provisions	
Payment of Benefits	
Trust Agreement	
Part C – Uninsured/Underinsured Motorists Coverage	9
Insuring Agreement	
Exclusions	
Notice	
Limit of Liability	
Other Insurance	
Proof of Claim	
Trust Agreement/Subrogation	
Action Against Us	

	Beginning on Page
Part D – Coverage For Damage To Your Auto	12
Insuring Agreement	
Transportation Expenses	
Exclusions	
Limit of Liability	
Proof of Loss	
Payment of Loss	
No Benefit to Bailee	
Other Insurance	
Appraisal	
Part E – Duties After An Accident or Loss	14
Part F – General Provisions	15
Bankruptcy Policy	
Changes	
Legal Action Against Us	
Our Right to Recover Payment	
Period and Territory	
Termination	
Transfer of Your Interest	
Two or More Auto Policies	
Electronic Delivery of Insurance Documents	
Renewals	
Fraud and Misrepresentation	
Conformity with State Statutes	
Special Provisions	18

AGREEMENT

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

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

REPRESENTATIONS AND WARRANTIES

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

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

DEFINITIONS

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

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

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

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

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

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

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

1. Coverages **you** have obtained with the designated limit and/or deductible amount for each.
2. Vehicles **you** have opted to insure and are covered under this policy.
3. Drivers **you** have opted to insure and are covered under this policy.
4. Drivers **you** have listed as excluded and are NOT covered under this policy.
5. Other information regarding **your** policy.

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

"Your covered auto" means:

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

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

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

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

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

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

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

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

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

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

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

"Property damage" means:
Damage or destruction of tangible property including loss of use.

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

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

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

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

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

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

"Business Day" means:
A day other than Saturday, Sunday or holidays recognized by this State.

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

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

"Personal vehicle" means a vehicle that is used by a TNC driver and is:

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

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

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

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

"TNC driver" means a **covered person** who:

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

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

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

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

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

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

"Covered person" as used in this Part means:

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

SUPPLEMENTARY PAYMENTS

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

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

EXCLUSIONS

We do not provide Liability Coverage:

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

vehicle.

4. For **bodily injury** to an employee, employer, or co-worker of a **covered person** when injured in an **accident** during the course of employment. This exclusion does not apply to domestic employees who are not covered or required to be covered under any worker's compensation laws.
5. To any vehicle or person while the vehicle is being used to carry persons or property for a fee or compensation, of any type. This includes but is not limited to food deliveries, postal deliveries, and newspaper deliveries. This exclusion does not apply to a share-the-expense carpool or any **temporary vehicle**.
6. To **your covered auto** while being rented, leased, or offered to others for a fee or compensation. This does not apply if **you** or **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
7. For the ownership, **maintenance**, or use of a motorcycle, all-terrain vehicle (ATV), recreational off-highway vehicle, utility task vehicle (UTV), golf cart, or any motorized vehicle that has less than four wheels.
8. To any vehicle, other than **your covered auto**, which is owned by **you** or is furnished and/or made available to **you** for **your** regular use.
9. To any vehicle, other than **your covered auto**, which is owned by or is furnished and/or made available for the regular use of a **family member** .
10. To any person using **your covered auto** without **your** expressed or implied permission or not within the course and scope of such permission.
11. To any person for **bodily injury** or **property damage** for which that person is an insured under a nuclear energy liability policy, or they would be an insured except for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.
12. For any person's liability arising out of the ownership or operation of a vehicle while it is being tested, repaired, serviced, or used in any organized or unorganized racing event, or a speed contest.
13. For any person's liability arising out of any contract, bailment, or agreement, or obligation under the Federal Torts Claims act. This does not apply to a temporary vehicle.
14. For any person's liability arising out of the ownership or operation of a vehicle while located for use as a residence or as a premises.
15. For **bodily injury** to **you**, any **family member**, any person as shown in the **declarations**, or any person residing in **your** household. This does not apply except to the extent of the minimum limits of Liability Coverage required by "Transportation Code 601".
16. To **your covered auto, non-owned auto** or **substitute auto** while being **operated** by a **covered person** in the commission of a **crime**, other than driving under the influence or other traffic violation.
17. To any person for **bodily injury** or **property damage** caused by war or any consequence of war.
18. Due to or as a consequence of a seizure of your **covered auto** by federal or state law enforcement officers as evidence in a case against **you** under the Texas Controlled Substances Act, Health & Safety Code § 481.001, et seq., or the Federal Controlled Substances Act, also known as the Drug Abuse Prevention and Control Act, 21 U.S.C.A § 801 et seq., if **you** are convicted in such case, or loss due to taking or confiscation by governmental or civil authority, for any purpose, including temporary taking or temporary confiscation.
19. For any **accident**, **loss**, **bodily injury**, or **property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.

LIMIT OF LIABILITY

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

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

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

FINANCIAL RESPONSIBILITY LAWS

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

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

OUT OF STATE COVERAGE

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

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

OTHER INSURANCE

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

PART B1 – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

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

"Covered Person" as used in this Part means:

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

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

EXCLUSIONS

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

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

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

LIMIT OF LIABILITY

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

OTHER INSURANCE

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

PAYMENT OF BENEFITS

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

TRUST AGREEMENT

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

OUR RIGHT TO RECOVER FROM OTHERS

After **we** have made medical payment coverage payments, **we** have the right to recover the payment from anyone who is held responsible. The **covered person** must sign any papers and do whatever else is necessary to transfer this right to **us**. The **covered person** has no authority to waive **our** right to recovery without first obtaining **our** written permission to do so.

PART B2 – PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

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

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

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

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

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

b. If the income being earned as of the date of the **accident** is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned.
c. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the **accident** shall be used.

3. Reasonable expenses incurred for services. These services must replace those a **covered person** would normally have performed without pay, during a period of disability and for the care and maintenance of the family or household. Any benefits will apply if the **covered person** was not an income producer and was not in an occupational status.

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

EXCLUSIONS

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

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

LIMIT OF LIABILITY

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

OTHER INSURANCE

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

OTHER PROVISIONS

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

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

PAYMENT OF BENEFITS

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

PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

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

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

"Covered Person" as used in this part means:

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

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

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

b. a vehicle which **you**, any **family member**, or any resident are **occupying**, or
c. **your covered auto**.

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

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

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

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

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

EXCLUSIONS

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

NOTICE

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

LIMIT OF LIABILITY

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

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

We will pay these limits of liability as follows:

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

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

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

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

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

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

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

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

OTHER INSURANCE

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

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

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

PROOF OF CLAIM

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

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

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

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

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

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

TRUST AGREEMENT/SUBROGATION

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

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

ACTION AGAINST US

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

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

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

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

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

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

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

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

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

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

"Betterment" means

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

TRANSPORTATION EXPENSES

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

EXCLUSIONS

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

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

exclusion does not apply to the **damages** resulting from the total theft of **your covered auto**.

4. Due to radioactive contamination.
5. Due to discharge of any nuclear weapon (even if accidental), war (declared or undeclared), civil war, insurrection, rebellion, revolution, or the consequences of any of these.
6. To any device or instrument designed for the recording, reproduction, receiving, or transmittal of sound, radio waves, microwaves or television signals. This exclusion does not apply if such device or instrument is factory installed in the dash or console opening specified by the manufacturer of the motor vehicle for the installation of such equipment.
7. To tapes, CD, mp3, smart phones, records or other devices for use with equipment designed for the reproduction of sound.
8. To a camper body, a pickup cover, a cap, or a shell whether attached or detached.
9. To TV antennas, awnings, cabanas, or equipment designed to create additional living facilities.
10. To any instrument or device designed as a citizen's band radio, a two-way mobile radio, or a cellular telephone.
11. To custom equipment attached to or made part of any **covered auto** that was added or installed by any other than the original auto's manufacturer. For the purpose of this exclusion custom parts and equipment include but are not limited to custom chrome, alloy, or magnesium wheels, custom chroming, custom paints, murals, decals, or graphics special carpeting, sun roofs, moon roofs, t-tops, bubble dome windows, camper tops, bed covers, bike racks, utility or tool boxes, winches, audio, video or stereo equipment, 2-way radios, telephones, scanning or monitor receivers, televisions, tapes, records, CD's or any accessories to any other mechanical equipment.
12. Due to or as a consequence of a seizure of your **covered auto** by federal or state law enforcement officers as evidence in a case against **you** under the Texas Controlled Substances Act, Health & Safety Code § 481.001, et seq., or the Federal Controlled Substances Act, also known as the Drug Abuse Prevention and Control Act, 21 U.S.C.A § 801 et seq., if **you** are convicted in such case, or loss due to taking or confiscation by governmental or civil authority, for any purpose, including temporary taking or temporary confiscation.
13. To custom wheels, tachometers, pressure gauges, or temperature gauges, unless they were factory installed.
14. To modified or custom engines and carburetion systems, to light bars, to racing slicks, to oversized tires, to roll bars, to lift kits, to winches, to utility boxes, or to tool boxes, unless they were factory installed.
15. To vehicle covers or to front-end protectors.
16. To wearing apparel, personal effects, tools, or anything that is not attached to the vehicle at the time of loss.
17. To any non-dealer or non-factory installed equipment which mechanically or structurally changes **your covered auto** and results in an increase in performance or a change in appearance.
18. To equipment designed or used for the detection or the location of a radar.
19. To any auto under **Part D** while being **operated** by **you**, any driver listed in the **declarations**, or any **family member** and used in the commission of a **crime**, other than a traffic violation.
20. Caused by **you**, any driver listed in the **declarations**, or any **family member** who intentionally causes or expects to cause **property damage** to any auto under **Part D**.
21. For **diminution in value** for any auto under **Part D**.
22. Loss to a **non-owned auto** arising out of its use by **you**, or any driver listed in the **declarations**, any **family member** in the automobile business.
23. To any auto under **Part D** while being **operated** by **you**, or any driver listed in the **declarations**, or any **family member** that has a blood alcohol content above the legal limit for operation of a motor vehicle, or while under the influence of any illicit or illegal drugs, or any controlled substance which were not legally prescribed for the operators use.
24. To any auto under **Part D** for which **loss** or **damages** occurs while **operated** in any organized racing event, speed contest, or exhibition.
25. To **your covered auto** due to confiscation by authorities.
26. For any **accident**, **loss**, **bodily injury**, or **property damage** that occurs while a **TNC driver** using **your covered auto** is (1) logged in as a driver to a **TNC's digital network**; or (2) is engaged in a **prearranged ride**.
27. **Loss** to any **substitute auto** or **non-owned auto.**
28. **Loss** to any **temporary vehicle.**

LIMIT OF LIABILITY

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

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

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

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

PROOF OF LOSS

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

PAYMENT OF LOSS

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

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

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

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

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

APPRAISAL

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

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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

A person seeking coverage must:

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

ii. Begin investigation of the claim.
iii. Specify the information **you** must provide. **We** may request more information if during the investigation of the claim such additional information is necessary.

b. Notify **you** in writing whether the claim will be paid or has been denied or whether more information is needed. **We** will notify **you** within 15 **business days.** If we have reason to believe the loss resulted from arson, we will notify you within 30 days.
c. Give **you** the reasons for denying the claim, or reasons **we** require more time to process **your** claim if **we** do not approve payment of **your** claim or require more time for processing **your** claim. But, **we** must either approve or deny **your** claim within 45 days after **our** requesting more time.
d. In the event of a weather-related catastrophe or a major natural disaster, as defined by the Texas Department of Insurance, the claim handling deadline is extended for an additional 15 days.
e. Pay within 5 **business days** after **we** notify **you**, if **we** notify **you** that **we** will pay **your** claim or part of **your** claim. If payment of **your** claim or part of **your** claim requires the performance of an act by **you**, **we** must pay within 5 **business days** after the date **you** perform the act.
f. Notify **you** in writing of any initial offer to compromise or settle a claim against **you** under the liability section of this policy. **We** will give **you** notice within 10 days after the date the offer is made. **We** will notify **you** in writing of any settlement of a claim against **you** under the liability section of this policy. **We** will give **you** notice within 30 days after the date of the settlement.

8. Assist in mitigating damages and cost after a loss.
9. Give **us** consent to move **your** damaged property to a storage free facility at **our** cost. If **you** do not give consent, **we** will only pay the storage costs which will have resulted if **we** had moved the damaged property. If it is decided that the damaged property should be returned to the owner, **we** will do so at **our** cost.
10. Completely and accurately disclose any and all related information **we** request. This includes providing electronic data for evaluation of a loss, such as dash cam or rights to ridesharing data.
11. Allow **us** to view and photograph vehicles, property, and the location of the loss.

A person seeking Uninsured/Underinsured Motorist Coverage must also:

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

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

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

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

PART F - GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

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

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

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

LEGAL ACTION AGAINST US

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

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

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

OUR RIGHT TO RECOVER PAYMENT

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

POLICY PERIOD AND TERRITORY

This policy applies only to **accidents** and losses which occur:

1. During the policy period as shown in the **declarations**; and
2. Within the policy territory.

This policy territory is:

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

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

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

TERMINATION

A. Cancellation
This policy may be cancelled during the policy period as follows:

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

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

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

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

C. Automatic Termination

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

If **we** offer to renew and **you** or **your** representative do not accept, this policy will automatically terminate at the end of the current policy period. In the event you fail to pay the required renewal or continuation premium when due means that **you** have not accepted **our** offer. There is no grace period.

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

D. Other Termination Provisions

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

E. Insufficient Funds

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

TRANSFER OF YOUR INTEREST IN THIS POLICY

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

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

TWO OR MORE AUTO POLICIES

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

ELECTRONIC DELIVERY OF INSURANCE DOCUMENTS

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

RENEWALS

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

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

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

FRAUD AND MISREPRESENTATION

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

1. Misrepresentation was fraudulently made; misrepresented a fact material to the question of the insurer's liability under the policy; and misled the insurer and caused the insurer to waive or lose a valid defense to the policy; or
2. Matter misrepresented was material to the risk or contributed to the contingency or event on which the policy became due and payable. This means that **we** will not be liable for any claims or damages that would otherwise be covered, subject to Texas Insurance Code 705, Subchapter A.

CONFORMITY WITH STATE STATUTES

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

SPECIAL PROVISIONS

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

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

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

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

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



_____
Secretary



_____
President

Home State County Mutual
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ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

INSURING AGREEMENT

If the **declarations** show Accidental Death and Dismemberment Coverage applies, **we** will pay Accidental Death and Dismemberment benefits for each **named insured** per **accident** whose death, dismemberment, or loss of sight:

1. Is the result of **bodily injury** caused by an **accident** and sustained while occupying **your covered auto**; and
2. Occurs within one (1) year of the **accident**.

ADDITIONAL DEFINITIONS

As used in this endorsement only:

"Named Insured" means only the person shown on the **declarations** as **named insured** and for whom the specific premium for this coverage is paid.

"Loss" means:

1. Death of the **named insured**
2. With regards to the loss of a hand or foot, complete severance through or above the wrist or ankle joint; or the thumb and index finger, complete severance through or above metacarpophalangeal joint.
3. The entire and irrecoverable loss of sight.

LIMIT OF LIABILITY

We will pay the following benefits for **loss**, but not more than limit of liability per **accident** shown on the **declarations**, for all **loss** sustained by the **named insured**:

Benefits

A. Death of the **Named Insured**, Limit of Liability
B. Loss of Both Hands, Both Feet, or Sight of Both Eyes, Limit of Liability
C. Loss of One Hand and One Foot, Limit of Liability
D. Loss of Either Hand or Foot, One Half of the Limit of Liability
E. Loss of Sight of One Eye, One Half of the Limit of Liability
F. Loss of Thumb and Index Finger of Same Hand, One-Quarter of the Limit of Liability

CONDITIONS OF PAYMENT

The following conditions apply to the Accidental Death and Dismemberment Coverage limit of liability shown on the **declarations**:

A. The insuring of more than one **named insured** or **your covered auto** under this policy does not increase the limit of liability available to a **named insured** provided by this Accidental Death and Dismemberment Coverage.
B. The limit of liability shown on the **declarations** for this Accidental Death and Dismemberment Coverage for the **named insured** applies to each **named insured's loss** shall be enforceable

regardless of the number of **named insureds**, claims made, or **your covered autos** or premiums shown on the **declarations**, or autos involved in the **accident**.

C. **We** will pay the amount due to the **named insured**, to a parent or guardian if the **named insured** is a minor, to the surviving spouse at **our** option, or to any person or entity authorized by law to receive such payment.

EXCLUSIONS

We do not provide Accidental Death and Dismemberment Coverage for any **loss** resulting from the following:

1. The intentional acts of or at the direction of a **named insured**, including willful acts the result of which the **named insured** knows or ought to know will follow from **named insured's** conduct. This exclusion includes, but is not limited to, losses that arise out of fleeing from law enforcement or other legal authority.
2. Suicide or any attempted suicide by the **named insured**.
3. The intentional taking or inhaling of any poisonous gas.
4. Infections, except pyogenic infections caused wholly by a covered injury.
5. Sickness or disease of any kind including surgical or medical treatment.
6. The **named insured** operating **your covered auto** while intoxicated or under the influence of a controlled substance as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by the **named insured** following the orders of a licensed physician and without a warning against operating a motor vehicle under the influence of the drug.
7. The **named insured** operating **your covered auto** for compensation or hire while engaged in any business use.
8. The **named insured** operating or occupying **your covered auto** while racing.
9. Hernia of any kind.
10. War or any act of war, or accident, or **loss** occurring while the **named insured** is in the military, naval or air service of any country.
11. The **named insured** occupying **your covered auto** operated by an individual with a **named insured's** permission if the **named insured** knows the driver:
    1. Is under the minimum of age to obtain a valid driver's license in the State where the vehicle is garaged;
    2. Is under fifteen (15) years of age;
    3. Does not have a valid driver's license; or
    4. Has a suspended or revoked driver's license.

PROOF OF CLAIM

We will pay benefits if written notice of claim is given to **us** within twenty (20) days after the occurrence of any **loss** covered by this endorsement, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to **us** or to **our** authorized agent, with information sufficient to identify the **named insured**, shall be deemed notice to **us**. The **named insured** must:

A. Submit written proof of the claim to **us** within twenty (20) days after the **loss** or as soon thereafter as is reasonably possible. It must be under oath, if required. It must include details of:
    1. The nature and extent of injuries;
    2. Treatment; and
    3. Any other facts which could affect the amount of payment.

B. Provide all facts of the **accident** and the names of all witnesses.

C. Answer questions under oath as often as **we** require and not in the presence of another person except a parent, guardian, or bona fide legal counsel. At **our** request, the injured **named insured** or his legal representative must promptly authorize **us** to:

1. Speak with any doctor, dentist or other health care provider who has provided treatment;
2. Read all medical history and reports of the injury;
3. Obtain copies of wage and medical reports and records;
4. Obtain copies of all medical, dental and other health care bills as they are incurred; and
5. Provide statements and answer questions as requested and permit same to be recorded by **us** as often as **we** reasonably requested.

Upon receipt of a written notice of claim, **we** will furnish to the claimant such forms as are usually furnished for filing proof of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this endorsement as to proof of loss upon submitting, within the time fixed in this policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the **loss** for which claim is made.

PROOF OF LOSS

Written proof of loss must be furnished to **us** within ninety (90) days after the date of **loss**. Failure to furnish such proof of loss within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof of loss within such time, provided such proof of loss is furnished as soon as reasonably possible.

PHYSICAL EXAMINATION AND AUTOPSY

We, at **our** own expense, shall have the right and opportunity to examine the **named insured** whose **bodily injury** is the basis of claim when and as often as it may reasonably require while a claim is pending hereunder and to make an autopsy in case of death and where not forbidden by law.

LEGAL ACTION AGAINST US

No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. No legal action shall be brought to recover on this policy more than one (1) year after a cause of action has accrued.

CONFORMITY WITH STATE STATUTES

Any policy provision that is in conflict with state statutes in the state where the **named insured** lives at the time the policy is issued is automatically amended to conform with the minimum statutory requirements.

WORKER'S COMPENSATION

This coverage is not in lieu of and does not affect any requirements for coverage for Worker's Compensation Insurance.

Home State County Mutual
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DOUBLE DEDUCTIBLE ENDORSEMENT

The provisions and exclusions that apply to **Part D – Coverage For Damage To Your Auto** also apply to this endorsement except as changed by this endorsement.

When **Part D – Coverage For Damage To Your Auto** applies, the deductible shown on the **declarations** for each **covered auto** is doubled.

1. For a reduction in the premium charged for each **covered auto**, above applies for sixty (60) consecutive days beginning when:

    a. A new policy is issued to which **Part D – Coverage For Damage To Your Auto** applies to any **covered auto**;
    b. A **covered auto** is added by endorsement and to which **Part D – Coverage For Damage To Your Auto** applies;
    c. A policy, to which **Part D – Coverage For Damage To Your Auto** applies to any **covered auto,** is reinstated, rewritten, or renewed with or without lapse in coverage; or
    d. A **covered auto** to which **Part D – Coverage For Damage To Your Auto** applies when driven by a person who has not been excluded from this policy.

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TRIPLE DEDUCTIBLE ENDORSEMENT

The provisions and exclusions that apply to **Part D – Coverage For Damage To Your Auto** also apply to this endorsement except as changed by this endorsement.

When **Part D – Coverage For Damage To Your Auto** applies and:

A. **You** do not comply with the underwriting requirement of providing photos for each **covered auto**; or
B. When a **covered auto** is driven by a person without valid and current driver's license issued by the U.S or Canada, or other country, unless a surcharge has been paid for that operator.
C. **Loss** or **Damage** to **your covered auto** while **operated** by any person that is not a listed driver as shown in the **declarations** while being used during the scope of employment or for the benefit of the person's employer.

The deductible shown on the **declarations** for each **covered auto** is tripled up to a maximum of $2,500.

The triple deductible for each **covered auto** will apply for the entirety of the policy term and any subsequent renewals, until:

A. In the event of missing photos, the date the required photos for each **covered auto** are received by **us**; or
B. In the event where a **covered auto** is being operated by any person without a valid driver's license where a surcharge has not been paid, the driver is excluded from your policy, the license status is updated, or surcharge is paid. An invalid license includes but is not limited to: expired, suspended, revoked, restricted license being used in violation of restrictions, or no driver's license in good standing and issued by the United States or Canada.

However, the submission of photos or the exclusion or license status update of a driver shall only apply to future losses. All losses occurring before receipt shall be subject to the triple deductible up to a maximum of $2,500.

Photos are required for each **covered auto** when:

1. A new policy is issued to which **Part D – Coverage For Damage To Your Auto** applies to any **covered auto**;
2. A **covered auto** is added by endorsement and to which **Part D – Coverage For Damage To Your Auto** applies;
3. An existing **covered auto** to which **Part D – Coverage For Damage to Your Auto** is newly added.

This provision shall not apply to a newly acquired **covered auto** during the 30 day grace period to notify **us** that **you** have become owner.

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TRIPLE DEDUCTIBLE ENDORSEMENT - OPTIONAL

The provisions and exclusions that apply to **Part D – Coverage For Damage To Your Auto** also apply to this endorsement except as changed by this endorsement.

When **Part D – Coverage For Damage To Your Auto** applies, the deductible shown on the **declarations** for each **covered auto** is tripled.

1. For a reduction in the premium charged for each **covered auto**, above applies for sixty (60) consecutive days beginning when:

    a. A new policy is issued to which **Part D – Coverage For Damage To Your Auto** applies to any **covered auto**;
    b. A **covered auto** is added by endorsement and to which **Part D – Coverage For Damage To Your Auto** applies;
    c. A policy, to which **Part D – Coverage For Damage To Your Auto** applies to any **covered auto,** is reinstated, rewritten, or renewed with or without lapse in coverage; or
    d. A **covered auto** to which **Part D – Coverage For Damage To Your Auto** applies when driven by a person who has not been excluded from this policy.

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LOSS PAYABLE CLAUSE

Loss or damage under **Part D – Coverage For Damage To Your Auto** shall be paid as interest may appear to **you** and the loss payee shown in the **declarations**. Payment may be made both jointly or separately at **our** discretion. **We** will not pay for loss caused by:

1. Conversion, embezzlement, secretion by **you** or anyone acting on **your** behalf or at **your** direction.
2. Fraudulent acts, misrepresentations, material omission, or intentional damage by **you** or anyone acting on **your** behalf or at **your** direction.
3. Any physical damage exclusions specified in the policy form or applicable endorsements.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of **you**, a **family member**, or any listed driver shown in the **declarations**, the Loss Payee or Lienholder's interest will not be protected.

We reserve the right to cancel and/or non-renew the policy as permitted by policy terms and the cancellation or non-renewal shall terminate this agreement as to the loss payee's interest. **We** will give the same advance notice of cancellation or non-renewal to the loss payee as **we** give to the named insured shown in the **declarations**. Proof of mailing by **us** shall be proof of notice to lienholder.

If **you** fail to pay **your** premium due under this policy, the lienholder shall pay the premium. The lienholder shall notify **us** of any change of ownership or increase of hazard upon discovery and unless otherwise authorized, the lienholder shall pay the premium for any increased hazards for the terms of the policy, otherwise the policy shall be deemed null and void.

If **you** fail to give proof of loss as required by the policy terms, the lienholder must do so. The lienholder shall be subject to provisions of the policy relating to appraisal, time of payment, and bringing lawsuit.

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

We do not owe for towing and/or storage charges incurred by the lienholder if the lienholder elects to move the vehicle to their property or any other location of their choosing. Additionally, **we** do not owe for GPS and/or tracking devices embedded by the lienholder to any vehicle.

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NAMED NON-OWNER ENDORSEMENT

The provisions and exclusions that apply to this policy also apply to this endorsement except as changed by this endorsement. This endorsement is issued in consideration of payment of the required premium as shown on the **declarations**.

Named Non-Owner endorsement applies only to liability coverage under **Part A**, **B1**, and **C**. No coverage applies under **Part D**.

If this policy is written as a Named Non-Owner as shown on the **declarations**, it is agreed that insurance afforded under this policy only applies with respect to **your** permissive use of a **non-owned auto**. It does not apply with respect to **your covered auto**. Provided that the **non-owned auto** does not carry any form of insurance, self-insurance or bond, coverage applies subject to the following provisions which control over any conflicting provisions in this policy:

1. **You** and **your** refer to only such person as is named on the **declarations** and does not include a spouse or **family member**.
2. Insurance provided under **Part B1** shall apply only to reasonable expenses incurred for necessary medical services by the named insured and any other person lawfully occupying a **non-owned auto** operated by the named insured with permission of its owner.
3. This policy does not apply to any **private passenger auto** owned by or furnished for the regular use of the named insured, spouse, or any **family member** of the household of the named insured.
4. Other Insurance provision is replaced as follows in **Part A**, **B1**, and **C** of this policy: This insurance shall not apply if the **non-owned auto** carries any form of insurance, self-insurance or bond.

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RENTAL REIMBURSEMENT COVERAGE

The provisions and exclusions that apply to **Part D – 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:

If a covered **collision** or **comprehensive** loss occurs to **your covered auto** as shown in the **declarations** and the amount of the **damages** exceeds the applicable deductible amount, **we** will reimburse **you** for **your** rental expense as rented from a public automobile rental agency. The most **we** will pay is limited by the maximum daily rate and maximum limit specified in the **declarations**. This coverage does not provide reimbursement or payment for charges associated with gas, mileage, additional drivers, or additional insurance.

Coverage begins:

1. For **your covered auto,** which was disabled and deemed not safely drivable after the **loss**, coverage begins the day of the **loss**.
2. For **your covered auto,** which was safely drivable after the **loss**, coverage begins the day the vehicle is delivered to a licensed body shop or mechanic for repairs. The repairs must have been authorized by the owner of the vehicle and the parts should have already been ordered by the licensed body shop or mechanic.
3. For **your covered auto,** which was reported to the police and to **us** as stolen, coverage begins 24 hours after the theft has been reported to **us**.

Coverage ends:

1. The day the vehicle has been repaired and/or in the reasonable time frame in which the repairs should have been completed.
2. 5 days after **we** extend a settlement offer if **we** deem the vehicle to be a total **loss** or unrecoverable.

Theft of the vehicle, any subsequent **damage** following the theft and any **damage** following the theft of the vehicle before the repairs can be completed, shall be considered a single **loss**.

This benefit is not payable if the vehicle is drivable and in **your** or a **family member's** possession.

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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.

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ADDRESS VERIFICATION ENDORSEMENT

Named Insured(s): _____ **Policy Number:** _____

This endorsement will become part of **your** policy. Please ensure that **you** do not sign it unless **you** understand it.

The garaging address listed in this application for insurance is compared to addresses returned in Underwriting reports ordered by the company including, but not limited to, various consumer reports, **your** vehicle registration or driver's licenses.

☐ Addresses(es) provided match report addresses.

☐ The following address(es) have been discovered.

-
-
-

I certify that the garaging address <<Address, City, State, Zip Code>> is true and accurate.

I agree that I have read and understand this document.

Applicant/Named Insured: _____ Date: _____
(signature)

Home State County Mutual
Administered by: *Bluefire Insurance Services*
NAIC Code: *29297*
License #: *1701339* ***Phone:*** *(866) 424-9511*
PO Box 143249
Irving, TX 75014-3249

MARITAL STATUS CERTIFICATION ENDORSEMENT

Named Insured(s): _____ **Policy Number:** _____

This endorsement will become part of **your** policy. Please ensure that **you** do not sign it unless **you** understand it.

I certify the following regarding married operators on this policy:

☐ There are no married operators on this policy.

☐ The married operators on this policy have the same last name.

☐ <<Married Operator 1>> and <<Married Operator 2>>, who have different last names and are listed as married, are legally married.

I agree that I have read and understand this document.

Applicant/Named Insured: _____ Date: _____
(signature)

Home State County Mutual
Administered by: *Bluefire Insurance Services*
NAIC Code: *29297*
License #: *1701339* ***Phone:*** *(866) 424-9511*
PO Box 143249
Irving, TX 75014-3249

MEDICAL STATEMENT FORM ENDORSEMENT

Named Insured(s): _____ **Policy Number:** _____

This endorsement will become part of **your** policy. Please ensure that **you** do not sign it unless **you** understand it.

This form is required because **you**, any **family member** or any listed driver on the **declarations** has indicated on the application to be over the age of 75 or are treated for a physical or mental condition. The form must be completed by a licensed physician and returned to **us**.

You hereby authorize the completion of this report by a certified physician on **your** physical or mental condition. **You** understand this information is necessary for underwriting purposes and will be kept strictly confidential.

Applicant/Named Insured: _____ Date: _____
(signature)

I hereby certify by completion of this report that I am a certified physician for _____ and that they are mentally and physically fit to safely drive an automobile.

Physician's Signature: _____ Date: _____

Physician's Name: _____ Physician's Telephone: _____

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Administered by: *Bluefire Insurance Services*
NAIC Code: *29297*
License #: *1701339* ***Phone:*** *(866) 424-9511*
PO Box 143249
Irving, TX 75014-3249

NAMED DRIVER EXCLUSION

Named Insured(s): _____ **Policy Number:** _____

This endorsement will become part of **your** policy. Please ensure that **you** do not sign it unless you understand it.

NAME BELOW all persons, except those listed on the application, (or if an endorsement, on the policy **declarations**), who reside with **you**, INCLUDING ALL MINOR CHILDREN (age 15 or older) whether licensed or not and whether living at the same address or not and all drivers of the vehicle(s) whether they live in the household or not. All persons including unmarried children away at school or in the armed forces must be excluded from coverage unless listed as a driver. **You** agree that no coverage will apply as a result of an accident or claim while a person named below is driving. **You** agree to reimburse **us** for any payment made by **us** to a Loss Payee, because of a loss arising from the operation or use of a motor vehicle by a person listed below. This exclusion applies to any use or operation of a motor vehicle by the designated individual, including any claim of negligent entrustment of a vehicle to the designated individual.

Name(s)	Date of Birth	Relation to Applicant	Name(s)	Date of Birth	Relation to Applicant

I have read the above and agree to the deletion of all coverages, including uninsured motorist coverage, while **Your Covered Auto** or any other vehicle is driven by an excluded driver. This deletion applies to this policy, or any continuation, or renewal of the policy by **you**, or the policy's reinstatement within 30 days of any lapse. It is further agreed that this endorsement will also serve as a rejection of Uninsured/Underinsured Motorists Coverage and Personal Injury Protection Coverage while **your covered auto** or any other motor vehicle is operated by the excluded driver.

I agree that I have read and understand this document.

Applicant/Named Insured: _____ Date: _____
(signature)

Home State County Mutual
Administered by: *Bluefire Insurance Services*
NAIC Code: *29297*
License #: *1701339* ***Phone:*** *(866) 424-9511*
PO Box 143249
Irving, TX 75014-3249

PERSONAL INJURY PROTECTION COVERAGE FORM

Named Insured(s): _____ **Policy Number:** _____

This endorsement will become part of **your** policy. Please ensure that **you** do not sign it unless **you** understand it.

Part B2 – Personal Injury Protection Coverage ("PIP") provides coverage for medical and hospital expenses, funeral expenses, income continuation, and loss of services sustained by an insured because of **bodily injury** caused by an **accident**. **Your** rejection of **PIP** coverage would mean that **you** would not be covered by **us** for damages sustained by **you**. The rejection of this coverage in whole or in part should be made by **you** after knowingly and intelligently considering the matter.

The rejection indicated below shall apply to this policy and all future renewals. The rejection indicated below shall also apply to all future policies issued to **you** by **us** because of a change of vehicle or coverage, or because of an Interruption of Coverage, until **you** notify **us** in writing that **you** are electing to add **PIP** coverage to your policy. It is **your** responsibility to notify **us** if it is **your** intention to change the coverage.

To be certain that **your** policy is issued correctly, please indicate **your** choice by marking the box, then sign and date this form as an acknowledgement of **your** choice.

☐ I select **Personal Injury Protection Coverage**, limit selected will be shown on the **declarations**.

☐ I reject **Personal Injury Protection Coverage**.

I warrant, by my signature below, that I have authority to reject **Personal Injury Protection Coverage**.

I agree that I have read and understand this document.

Applicant/Named Insured: _____ Date: _____
(signature)

Home State County Mutual
Administered by: *Bluefire Insurance Services*
NAIC Code: *29297*
License #: *1701339* ***Phone:*** *(866) 424-9511*
PO Box 143249
Irving, TX 75014-3249

UNINSURED/UNDERINSURED MOTORISTS COVERAGE FORM

Named Insured(s): _____ **Policy Number:** _____

This endorsement will become part of **your** policy. Please ensure that **you** do not sign it unless **you** understand it.

Part C – Uninsured/Underinsured Motorists Coverage ("UM") is recoverable by **you** under **your** own policy should the owner or operator of an uninsured or underinsured vehicle be found to be legally at fault for injuries or damages sustained by **you**. **Your** rejection of **UM** coverage would mean that **you** would not be covered by **us** for damages sustained by **you** from an owner or operator of an uninsured or underinsured vehicle. The rejection of this coverage in whole or in part should be made by **you** after considering the matter.

The rejection indicated below shall apply to this policy and all future renewals. The rejection indicated below shall also apply to all future policies issued to **you** by **us** because of a change of vehicle or coverage, or because of an Interruption of Coverage, until **you** notify **us** in writing that **you** are electing to add **UM** coverage to **your** policy. It is **your** responsibility to notify **us** if it is **your** intention to change the coverage.

To be certain that **your** policy is issued correctly, please indicate **your** choice from the options below by marking the box, then sign and date this form to acknowledge **your** choice.

The undersigned insured(s) make the following choice:

- ☐ I select **UM** coverage for bodily injury and/or property damage, limits selected will be shown on the **declarations**.
- ☐ I reject **UM** coverage for both bodily injury and property damage.
- ☐ I reject only the property damage of **UM** coverage.

I warrant, by my signature below, that I have authority to reject **UM** coverage.

I agree that I have read and understand this document.

Applicant/Named Insured: _____ Date: _____
(signature)

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.

Table of Contents

Where to Get Information……..3
1. Your insurance company……3
2. Your declarations page……...3
3. The Texas Department of Insurance (TDI)……3
4. Resources for shopping for insurance……... 3

What You Should Know When You File a Claim……..3
5. Choice of repair shop and replacement parts……3
6. Auto repair notice requirements……3
7. Deadlines for processing claims and payments……3
8. Written explanation of claim denial……...4
9. Information not required for processing your claim……..4
10. Reasonable investigation……... 4
11. Appraisal……4
12. Deductible recovery……...4
13. Notice of liability claim settlement……4

Who to Contact for Claim Disagreements……5
14. Claim disagreements……..5

What You Should Know about Renewal, Cancellation, and Nonrenewal…….. 5
15. Offer of uninsured/underinsured motorist & personal injury protection coverages.. 5
16. Insurance company cancellation of personal automobile policies……5
17. Notice of cancellation…… 6
18. Your right to cancel……6
19. Refund of premium…… 6
20. Limits on using claims history to change premium……...6
21. Timing of nonrenewal……6
22. Notice of nonrenewal……6
23. Nonrenewal for failure to cooperate…….. 6
24. Not-at-fault claims…… 7
25. Use of credit information to determine what you pay for your policy…….. 7
26. Limit on using age to nonrenew your policy…… 7
27. Widow classification for rating……..7
28 Protections from discrimination……7
29. Right to ask questions…… 8
30. Notice of a "material change" to your policy……8
31. Written statement of reasons for decision not to insure……8

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.

Tabla de Contenido

Dónde obtener información 3

1. La compañía de seguros 3
2. La página de declaraciones 3
3. El Departamento de Seguros de Texas (TDI) 3
4. Recursos para ayudarlo a coprar seguro 3

Lo que debería saber al presentar una reclamación 3

5. Selección del taller de reparación y las piezas de repuesto 3
6. Avisos requeridos sobre la reparación de autos 3
7. Plazos para tramitar reclamaciones y pagos 3
8. Explicación por escrito de la denegación de la reclamación 4
9. Información no requerida para procesar su reclamación 4
10. Investigación razonable 4
11. Valoración 4
12. Recuperación del deducible 4
13. Aviso de que se llegó a un acuerdo sobre la reclamación de responsabilidad 4

Con quién hablar si hay desacuerdos sobre las reclamaciones 4

14. Desacuerdos sobre reclamaciones 4

Lo que debería saber sobre la renovación, la cancelación y la no renovación 5

15. Oferta de cobertura de protección contra conductores sin seguro/con insuficiente seguro y de protección para reclamaciones de lesiones personales 5
16. Cancelación por parte de la compañía de seguros de su póliza de auto personal 5
17. Aviso de cancelación 5
18. Su derecho a cancelar 5
19. Reembolso de la prima 5
20. Limitación al uso de su historial de reclamaciones para hacer cambios a la prima 6
21. Fechas relacionadas a la no renovación 6
22. Aviso de no renovación 6
23. No renovación por falta de cooperación 6
24. Reclamaciones sin culpa 6
25. Uso de información crediticia para determinar lo que usted paga por su póliza 7
26. Limitación al uso de la edad para no renovar su póliza 7
27. Clasificación de viudas para propósitos de evaluación 7
28. Protecciones contra la discriminación 7
29. Derecho a hacer preguntas 7
30. Aviso de un "cambio material" a su póliza 7
31. Explicación por escrito de los motivos de la decisión de no asegurar 8

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.