



A Stock Company

PERSONAL AUTOMOBILE INSURANCE POLICY

PLEASE READ YOUR POLICY
CAREFULLY

IF YOU HAVE ANY QUESTIONS,
PLEASE CONTACT YOUR
LOCAL AGENT.

NOTIFY THE COMPANY'S CLAIM
OFFICE IN OAKBROOK TERRACE,
ILLINOIS BY TELEPHONE OF
EVERY ACCIDENT, HOWEVER
SLIGHT, AS SOON AS PRACTICAL
UPON ITS OCCURRENCE AT
630-645-7755 OR 1-888-663-5443.

YOUR TEXAS PERSONAL AUTO POLICY

QUICK REFERENCE

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WE AGREE TO MAKE AVAILABE TO YOU AN INSTALL-
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AUTOMOBILE RULES AND RATING MANUAL.

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1 IMPORTANT NOTICE

To obtain information or make a complaint:

3 You may call American Access Casualty Company's toll-free telephone number for information or to make a complaint at:

1-888-663-5443

4 You may also write to American Access Casualty Company:

**American Access Casualty Company
1 S 450 Summit Avenue Suite 230
Oakbrook Terrace IL 60181**

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact American Access Casualty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de American Access Casualty Company para informacion o para someter una queja al:

1-888-663-5443

Usted tambien puede escribir a American Access Casualty Company:

**American Access Casualty Company
1 S 450 Summit Avenue Suite 230
Oakbrook Terrace IL 60181**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el American Access Casualty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGREEMENT

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

DEFINITIONS

- A. Throughout this policy, **“you”** and **“your”** refer to:
 - 1. The named insured shown in the Declarations, and
 - 2. The spouse if a resident of the same household and specifically listed on the declarations page.
 - B. **“We” “us”** and **“our”** refer to the company providing this insurance.
 - C. For purposes of this policy, a private passenger type auto or pickup or van shall be deemed to be owned by a person if leased:
 - 1. Under a written agreement to that person;
And
 - 2. For a continuous period of at least six months
- Other words and phrases are defined. They are boldfaced when used.
- D. **“Family member”** and **“Resident Relative”** means a person who is a resident of **“your”** household and related to you by blood, marriage or adoption. This definition includes a ward or foster child who is a resident of **“your”** household, and also includes **“your”** spouse even when not a resident of your household during a period of separation in contemplation of divorce.
 - E. **“Occupying”** means in, upon, getting in, on, out or off.
 - F. **“Trailer”** means a vehicle designed to be pulled by a:
 - 1. Private passenger auto: or
 - 2. Pickup or van.It also means a farm wagon or farm implement while towed by a vehicle listed in F.1. or F.2. above.
 - G. **“Your covered auto”** means:
 - 1. Any vehicle shown in the Declarations:
 - 2. 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 GVW of 25,000 lbs or less of the pickup body, sedan delivery, panel truck, van type and multi-use type, not used for the deliver or transportation of goods, materials or supplies other than samples; unless, (1) the deliver of goods, materials or supplies is not the primary usage of the vehicle or (2) used for farming or ranching.

This provision (G2) applies only if you:

- a. Acquire the vehicle during the policy period; and
- b. Notify us within 10 days after **“you”** become the owner. If the vehicle **“you”** acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. **“You”** must notify us of a replacement vehicle within 10 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 Declaration, it will have liability coverage only.

3. Any **"trailer"** **"you"** own.
4. Any auto or **"trailer"** **"you"** do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its
 - a. Breakdown;
 - b. Repair
 - c. Servicing
 - d. Loss; or
 - e. Destruction
- H. **"Business day"** means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. **"We"** will pay damages for bodily injury or property damage for which any covered person becomes legally responsible because of an auto accident. Property damage includes loss of use of the damaged property damages include prejudgment interest awarded against the covered person. **"We"** will settle or defend, as **"we"** consider appropriate, any claim or suit asking these damages, in addition to **"our"** limit of liability, **"we"** will pay all defense costs **"we"** incur. **"Our"** duty to settle or defend ends when our limit of liability for this coverage has been exhausted.
- B. Covered person as used in this Part means:
 1. **"You"**, for the ownership, maintenance or use of any auto or **"trailer"**.
 2. Any **"family member"** or resident of **"your"** household who is listed in the Declarations or added by endorsement during the policy term prior to loss, for the ownership, maintenance or use of any auto or **"trailer"**.
 3. A person who is not a **"family member"** or resident of **"your"** household but is using **"your covered auto"** with **"your"** express or implied permission.

As used in this part, resident shall mean any person living in **"your"** household other than **"you"** or a **"family member"**.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an accident including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.
2. Premiums on appeal bonds and bonds release attachments in any suit **"we"** defend.
3. Interest accruing after a judgment is entered in any suit **"we"** defend. **"Our"** duty to pay interest ends when **"we"** offer to pay that part of the judgment, which does not exceed **"our"** limit of liability for this coverage.

4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearing or trials at “**our**” request.
5. Other reasonable expenses incurred at “**our**” request.

EXCLUSIONS

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

1. Who intentionally causes bodily injury or property damage:
2. For damage to property owned or being transported by that person
3. For damage to property
 - a. Rented to;
 - b. Used by; or
 - c. In the care, custody or control of; That person.

This exclusion (A.3) does not apply to damage to:

- a. a residence or private garage; or
- b. any of the following type vehicles not owned by or furnished or available for the regular use of “**you**” or any “**family member**”:
 1. private passenger autos;
 2. “**trailers**”; or
 3. pickups or vans.

However, the exclusion 3 does apply to a loss due to or as a consequence of a seizure of an auto listed in 3 by federal or state law enforcement officers as evidence in a case against “**you**” under the Texas Controlled Substances Act or the Federal Controlled Substances Act if “**you**” are convicted in such a case.

4. For bodily injury to an employee of that person during the course of employment. This exclusion (A4) does not apply to bodily injury to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
5. For that person’s liability arising out of the ownership or operation of a vehicle while it is;
 - a. Being used to carry persons for a fee; this does not apply to a share-the expense car pool
 - b. Being used to carry property for a fee; this does not apply to “**your**” or any “**family member**” unless the primary usage of the vehicle is to carry property for a fee; or
 - c. Rented or leased to another; this does not apply if “**you**” or any “**family member**” lends “**your covered**” “**auto**” to another for reimbursement of operating expenses only.
6. While employed or otherwise engaged in the business or occupation of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing
 - d. Storing; or
 - e. Parking;
 Vehicles designed for use mainly on public highways:

This includes road testing and delivery. This exclusion (A6) does not apply to the ownership, maintenance, or use of **"your covered auto"** by:

1. **"you"**;
 2. any **"family member"**; or
 3. any partner, agent or employee of **"you"** or any **"family member"**.
7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion A.6. This exclusion (A7) does not apply to the maintenance or use of a:
- a. Private passenger auto;
 - b. Pickup or van that is **"your covered auto"**; or
 - c. **"Trailer"** used with a vehicle described in 7a or 7b above.
8. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion (8) does not apply to **"you"** or any **"family member"** while using **"your covered auto"**.
9. For bodily injury or property damage for which that person:
- a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- B. **"We"** do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any motorized vehicle having fewer than four wheels;
 2. Any vehicle, other than **"your covered auto"**, which is:
 - a. owned by **"you"**; or
 - b. furnished or available for **"your"** regular use.
 3. Any vehicle, other than **"your covered auto"**, which is:
 - a. owned by any **"family member"**; or
 - b. furnished or available for the regular use of any **"family member"**.

However, this exclusion (B3) does not apply to **"your"** maintenance or use of any vehicle which is:

- a. owned by a **"family member"**; or
 - b. furnished or available for the regular use of a **"family member"**.
- C. **"We"** do not provide Liability Coverage for **"you"** or any **"family member"** for bodily injury to you or any **"family member"** except to the extent of the minimum limits of Liability Coverage required by Chapter 601, Transportation Code.
- D. **"We"** do not provide Liability Coverage for any person for bodily injury or property damage assumed by or imposed on a covered person under any agreement, contract or bailment.
10. Loss to any:
- A. Any vehicle rented to **"you"** or anyone else.
 - B. Any **"trailer"** rented to **"you"** or anyone else.
 - C. Or any other property damage to that rental property.

LIMIT OF LIABILITY

- A. If separate limits of liability for bodily injury and property damage liability are shown in the Declarations for this coverage the limit of liability for each person for bodily injury liability is “**our**” maximum limit of liability for all damages sustained by any one person in any one auto accident. Subject to this limit for each person. The limit of liability shown in the Declarations for each accident for bodily injury liability is “**our**” maximum limit for all damages for bodily injury resulting from any one auto accident. The limit of liability shown in the Declarations for each accident for property damage liability is “**our**” maximum limit of liability for all damages to all property resulting from any one auto accident. This is the most “**we**” will pay regardless of:
1. Covered persons;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident. “**We**” will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision will not change “**our**” total limit of liability.
- Regardless of the amount shown in the Declarations for this coverage, “**our**” liability for damages caused to or by an unlisted person using “**your covered auto**” will be limited to the minimum limits of Liability Coverage required by the “Texas Motor Vehicles Safety-Responsibility Act”, Chapter 601, Texas Transportation Code.
- B. Any payment under the Uninsured/Underinsured Motorists Coverage or the Personal Injury Protection Coverage of this policy to or for a covered person will reduce any amount that person is entitled to recover under this coverage.

OUT OF STATE COVERAGE

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

- A. if the state or province has:
1. A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit show in the declarations, “**your**” policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a non-resident 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 for bodily injury or property damage as specified by the state or province providing American Access Casualty Company has been granted a license and certificate of authority to conduct business in that state or province.

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

FINANCIAL RESPONSIBILITY REQUIRED

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

OTHER INSURANCE

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

PART B1 – MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. **“We”** will pay reasonable expenses incurred for necessary medical and funeral services because of bodily injury;
1. caused by accident; and
 2. sustained by a covered person.
- “We”** will pay only those expenses incurred within three years from the date of the accident.
- B. Covered person as used in this part means:
1. **“You”** or any **“family member”**:
 - a. While **“occupying”**; or
 - b. When struck by;
A motor vehicle designed for use mainly on public roads or a **“trailer”** of any type.
 2. Any other person while **“occupying”** **“your covered auto”**.

EXCLUSIONS

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

1. Sustained while **“occupying”** any motorized vehicle having fewer than four wheels.
2. Sustained while **“occupying”** **“your covered auto”** when it is:
 - a. Being used to carry persons for a fee; this does not apply to a share-the expense car pool;
 - b. Being used to carry property for a fee; this does not apply to **“you”** or any **“family member”** unless the primary usage of the vehicle is to carry property for a fee; or
 - c. Rented or leased to another; this does not apply if **“you”** or any **“family member”** lends **“your covered auto”** to another for reimbursement of operating expenses only.
3. Sustained while **“occupying”** any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers’ compensation benefits are required or

- available for the bodily injury.
5. Sustained while **"occupying"** or, when struck by, any vehicle (other than **"your covered auto"**) which is:
 - a. Owned by **"you"**; or
 - b. Furnished or available for **"your"** regular use.
 6. Sustained while **"occupying"** or, when struck by, any vehicle (other than **"your covered auto"**) which is:
 - a. Owned by any **"family member"**; or
 - b. Furnished or available for the regular use of any **"family member"**.

However, this exclusion (6) does not apply to **"you"**.
 7. Sustained while **"occupying"** a vehicle without reasonable belief that person is entitled to do so.

This exclusion (7.) does not apply to **"you"** or any **"family member"** while using **"your covered auto"**.
 8. Sustained while **"occupying"** a vehicle when it is being used in the business or occupation of a covered person. This exclusion (8.) does not apply to bodily injury sustained while **"occupying"** a:
 - a. private passenger auto;
 - b. pickup or van that **"you"** own; or
 - c. **"trailer"** used with a vehicle described in (8 a or 8 b)
 9. Caused by or as a consequence of:
 - a. discharge of a nuclear weapon (even if accidental);
 - b. war (declared or undeclared);
 - c. civil war;
 - d. insurrection; or
 - e. rebellion or revolution.
 10. From or as a consequence of the following whether controlled or uncontrolled or however caused:
 - a. nuclear reaction;
 - b. radiation; or
 - c. radioactive contamination.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is **"our"** maximum limit of liability for each person injured in any one accident. This is the most **"we"** pay regardless of the number of:
 1. Covered persons;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.
- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or

Uninsured/Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

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

ASSIGNMENT OF BENEFITS

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

PART B2 – PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

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

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

- B. Personal Injury Protection benefits consist of:
1. Reasonable expenses incurred for necessary medical and funeral services.
 2.
 - I. Eighty percent of a covered person’s loss of income from employment. These benefits apply only if, at the time of the accident, the covered person:
 - a. was an income producer; and
 - b. was in an occupational status.

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

- II. Loss of income is the difference between:
 - a. income which would have been earned had the covered person not been injured; and
 - b. the amount of income actually received from employment during the disability.
- III. If the income being earned as of the date of accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12

- months) preceding the accident shall be used.
3. I. Reasonable expenses incurred for obtaining services. These services must replace those a covered person would normally have performed.
 - a. without pay;
 - b. during a period of disability; and
 - c. for the care and maintenance of the family or household.
 - II. These benefits apply only if, at the time of the accident, the covered person:
 - a. was not an income producer; and
 - b. was not in an occupational status.The benefits do not apply to any loss after the covered person dies.
- C. Covered person as used in this Part means:
1. “**You**” or any “**family member**”;
 - a. while “**occupying**”; or
 - b. when struck by;
motor vehicles designed for use mainly on public roads or a “**trailer**” of any type.
 2. Any other person while “**occupying**” “**your covered auto**” with “**your**” permission.

EXCLUSIONS

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

1. In an accident caused intentionally by that person.
2. By that person while in the commission of a felony.
3. By that person while attempting to elude arrest by a law enforcement official.
4. While “**occupying**”, or when struck by, any motor vehicle (other than “**your covered auto**”) which is owned by “**you**”.
5. By a “**family member**” while “**occupying**”, or when struck by any motor vehicle (other than “**your covered auto**”) which is owned by a “**family member**”.

LIMIT OF LIABILITY

The limit of liability shown in the Declarations for this coverage is “**our**” maximum limit of liability for each person injured in any one accident. This is the most “**we**” will pay regardless of the number of:

1. Covered persons;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

OTHER INSURANCE

If there is other Personal Injury Protection insurance, “**we**” will pay only “**our**” share. “**Our**” share is the proportion that “**our**” limit of liability bears to the total of all applicable limits. However,

any insurance “**we**” provide with respect to a vehicle “**you**” do not own shall be excess over any other collectible Personal Injury Protection insurance.

OTHER PROVISIONS

- A. Loss Payments. Benefits are payable:
 - 1. Not more frequently than every two weeks; and
 - 2. Within 30 days after satisfactory proof of claim is received.
- B. “**We**” shall have the right of subrogation and a claim against a person causing or contributing if, on the date of loss, financial responsibility as required by Chapter 601, Transportation Code, has not been established for a motor vehicle involved in the accident and operated by that person.

ASSIGNMENT OF BENEFITS

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

PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. “**We**” will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner’s or operator’s liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without “**our**” consent is not binding on “**us**”. If “**we**” and “**you**” do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on “**us**”.
- B. Covered person as used in this Part means:
 - 1. “**You**” or any “**family member**”;
 - 2. Any other person “**occupying**” “**your covered auto**”;
 - 3. Any person for damages that person is entitled to recover because of bodily injury to which this coverage applies sustained by a person described in B.1. or B.2. above.
- C. Property damage as used in this Part means injury to, destruction of or loss of use of:
 - 1. “**Your covered auto**”, not including a temporary substitute auto.
 - 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in “**your covered auto**”.

3. Any property owned by **"you"** or any **"family member"** while contained in any auto not owned, but being operated, by **"you"** or any **"family member"**.
- D. I. Uninsured motor vehicle means a land motor vehicle or **"trailer"** of any type.
1. To which no liability bond or policy applies at the time of the accident,
 2. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
 - a. **"you"** or any **"family member"**;
 - b. a vehicle which **"you"** or any **"family member"** are **"occupying"**; or
 - c. **"your covered auto"**
 3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company;
 - a. denies coverage; or
 - b. is or becomes insolvent.
 4. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident but its limit of liability either:
 - a. is not enough to pay the full amount the covered person is legally entitled to recover as damages; or
 - b. has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered person is legally entitled to recover as damages.
- II. However, uninsured motor vehicle does not include any vehicle or equipment:
1. Owned by or furnished or available for the regular use of **"you"** or any **"family member"**.
 2. Owned or operated by a self-insurer under any applicable motor vehicle law.
 3. Owned by any governmental body unless:
 - a. the operator of the vehicle is uninsured; and
 - b. there is no statute imposing liability for damage because of bodily injury or property damage on the governmental body for an amount not less than the limit of liability for this coverage.
 4. Operated on rails or crawler treads.
 5. Designed mainly for use off public roads while not on public roads.
 6. While located for use as a residence or premises.

EXCLUSIONS

- A. **"We"** do not provide Uninsured/Underinsured Motorists Coverage for any person:
1. For bodily injury sustained while **"occupying"**, or when struck by, any motor vehicle or **"trailer"** of any type owned by **"you"** or any **"family member"** which is not insured for this coverage under this policy.

2. If that person or the legal representative settles the claim without **“our”** written consent.
3. When **“your covered auto”** is:
 - a. being used to carry persons for a fee; this does not apply to a share-the-expense car pool; or
 - b. being used to carry property for a fee; this does not apply to **“you”** or any **“family member”** unless the primary usage of the vehicle is to carry property for a fee; or
 - c. rented or leased to another; this does not apply if **“you”** or any **“family member”** lends **“your covered auto”** to another for reimbursement of operating expenses only.
4. For the first \$250 of the amount of damage to the property of that person as the result of any one accident.
5. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion (A.5) does not apply to **“you”** or any **“family member”** while using **“your covered auto”**.
6. For bodily injury or property damage resulting from the intentional acts of that person.
- B. This coverage shall not apply directly or indirectly to benefit:
 1. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law;
 2. Any insurer of property.

LIMIT OF LIABILITY

- A. 1. If separate limits of liability for bodily injury and property damage liability are shown in the Declarations for this coverage the limit of liability for each person for bodily injury liability is **“our”** maximum limit of liability for all damages for bodily injury sustained by any one person in any one motor vehicle accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for bodily injury liability is **“our”** maximum limit of liability for all damages for bodily injury resulting from any one motor vehicle accident. The limit of liability shown in the Declarations for each accident for property damage liability is **“our”** maximum limit of liability for all damages to all property resulting from any one motor vehicle accident.
 If the limit of liability shown in the Declarations for this coverage is for combined bodily injury and property damage liability, it is **“our”** maximum limit of liability for all damages resulting from any one motor vehicle accident. This is the most **“we”** will pay regardless of the number of:
 - a. Covered persons;
 - b. Claims made;
 - c. Policies or bonds applicable;
 - d. Vehicles or premiums shown in the Declarations;
or
 - e. Vehicles involved in the accident.

- II. Subject to this maximum, **“our”** limit of liability will be the lesser of:
 - a. The difference between the amount of a covered person’s damages for bodily injury or property damage and the amount paid or payable to that covered person for such damages, by or on behalf of persons or organizations who may be legally responsible; and
 - b. The applicable limit of liability for this coverage.
- B. In order to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out in the Declarations and other applicable provisions of this coverage, **“we”** will pay all covered damages not paid or payable under any workers’ compensation law, disability benefits law, any similar law, auto medical expense coverage or Personal Injury Protection Coverage.
- C. Any payment under this coverage to or for a covered person will reduce any amount that person is entitled to recover for the same damages under the Liability Coverage of this policy.

OTHER INSURANCE

- A. If there is other applicable similar insurance **“we”** will pay only **“our”** share of the loss. **“Our”** share is the proportion that **“our”** limit of liability bears to the total of all applicable limits. However, any insurance **“we”** provide with respect to a vehicle **“you”** do not own shall be excess over any other collectible insurance.
- B. For any property damage to which the Coverage for Damage to **“Your”** Auto of this policy (or similar coverage from another policy) and this coverage both apply, **“you”** may choose the coverage from which this damage will be paid. **“You”** may recover under both coverages, but only if:
 - 1. Neither one by itself is sufficient to cover the loss;
 - 2. **“You”** pay the higher deductible amount (but **“you”** do not have to pay both deductibles); and
 - 3. **“You”** will not recover more than the actual damages.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. **“We”** will pay for direct and accidental loss to **“your covered auto”**, including its equipment less any applicable deductible shown in the Declarations. However, **“we”** will pay for loss caused by **“collision”** only if the Declarations indicate that Collision Coverage is provided.
- B. **“Collision”** means the upset, or **“collision”** with another object of **“your covered auto”**. However, loss caused by the following are not considered **“collision”**:
 - 1. Missiles or falling objects;
 - 2. Fire;
 - 3. Theft or larceny;
 - 4. Explosion or earthquake;
 - 5. Windstorm;
 - 6. Hail, water or flood;

7. Malicious mischief or vandalism;
 8. Riot or civil commotion;
 9. Contact with bird or animal; or
 10. Breakage of glass.
- C. For coverage to exist under Part D – Coverage for Damage to **“Your”** Auto, the covered auto must be operated by or in the care custody or **“control”** of an **“authorized driver”** at the time of the loss.
- As used in this Part **“authorized driver”** shall mean:
- a. **“you”**; or
 - b. any other person listed in the declarations or added by endorsement during the policy time prior to loss. As used in this Part **“control”** shall mean the direct and immediate pre-loss care and custody of **“your covered auto”**.

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

TRANSPORTATION EXPENSES

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

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

RENTAL REIMBURSEMENT COVERAGE

The provisions and exclusions that apply to Coverage For Damage To **“Your”** Auto also apply to this coverage. No deductible applies to this coverage.

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

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

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

When there is a total theft of the auto, the limit of \$20 per day (maximum of \$600) provided under Coverage For Damage To **“Your”** Auto will be supplemented to the extent the limits in the above Declarations or Schedule exceeds that \$20 per day limit. **“Our”** payment will be limited to that period of time reasonably required to repair or replace the auto.

TOWING AND LABOR COSTS COVERAGE

“We” will pay towing and labor costs incurred each time **“your covered auto”** is disabled, up to the amount shown in the Declarations as applicable to that vehicle. **“We”** will only pay for labor performed at the place of disablement.

This coverage applies only to **"your covered auto"** described below or for which a premium charge is shown in the Declarations for Towing and Labor Costs Coverage.

EXCLUSIONS

"We" will not pay for:

1. Loss to **"your covered auto"** while it is:
 - a. Being used to carry persons for a fee; this does not apply to a share-the expense car pool;
 - b. Being used to carry property for a fee; this does not apply to **"you"** or any **"family member"** unless the primary usage of the vehicle is to carry property for a fee; or
 - c. Rented or leased to another; this does not apply if **"you"** or any **"family member"** lends **"your covered auto"** to another for reimbursement of operating expenses only.
 - d. Being used by any unlisted driver who is a **"resident relative"**, or any other person residing in the household that has access to the vehicle, or any non resident to whom the vehicle is furnished for their regular use.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This exclusion (2) does not apply if the damage results from the total theft of **"your covered auto"**.
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution
4. Loss to stereos, radios, and other sound reproducing equipment. This exclusion (4) does not apply if the equipment is permanently installed in **"your covered auto"**.
5. Loss to tapes, records or other devices for use with equipment designed for the reproduction of sound.
6. Loss to a camper body or **"trailer"** not shown in the Declarations. This exclusion (6) does not apply to a camper body or **"trailer"** **"you"**:
 - a. Acquire during the policy period; and
 - b. Notify **"us"** within 10 days after **"you"** become the owner,
7. Loss to any vehicle while used as a temporary substitute for a vehicle **"you"** own which is out normal use because of its:
 - a. Breakdown
 - b. Repair

- c. Servicing
 - d. Loss; or
 - e. Destruction
8. When in or upon any **“trailer”**, loss to:
- a. TV antennas;
 - b. Awnings or cabanas; or
 - c. Equipment designed to create additional living facilities
9. Loss to any:
- a. Any vehicle rented to **“you”** or anyone else.
 - b. Any **“trailer”** rented to **“you”** or anyone else.
 - c. Or any other property damage to that rental property.
10. Loss to any of the following or their accessories:
- a. Citizens band radio
 - b. Two-way mobile radio
 - c. Telephone
 - d. Scanning monitor receiver
 - e. Any device or instrument used for detection of radar or other speed measuring equipment.
- This exclusion (10) does not apply if the equipment is permanently installed in the opening of the dash or console of the auto. This opening must be normally used by the auto manufacturer for the installation of a radio.
11. Loss to any custom furnishings or equipment in or upon any private passenger auto, pickup or van. Custom furnishings or equipment include but are not limited to:
- a. Special carpeting and insulation, furniture, bars or television receivers;
 - b. Facilities for cooking and sleeping
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.
12. Loss due to or as a consequence of a seizure of **“your covered auto”** by federal or state law enforcement officers as evidence in a case against **“you”** by the Texas Controlled Substances Act or Federal Controlled Substances Act if **“you”** are convicted in such case.

LIMIT OF LIABILITY

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

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

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

PAYMENT OF LOSS

“We” may pay for the loss in money or repair or replace the damaged or stolen property. **“We”** may, at **“our”** expense, return any stolen property to:

- 1. **“You”**; or
- 2. The address shown in this policy.

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

NO BENEFIT TO BAILEE

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

OTHER INSURANCE

- A. If other insurance also covers the loss **“we”** will pay only **“our”** share of the loss. **“Our”** share is the proportion that **“our”** limit of liability bears to the total of all applicable limits.
 - B. For any loss to which Uninsured/Underinsured Motorists Coverage (from this or any other policy) and this coverage both apply, **“you”** may choose the coverage from which damages will be paid.
- “You”** may recover under both coverages, but only if:
- 1. Neither one by itself is sufficient to cover the loss;
 - 2. **“You”** pay the higher deductible amount (but **“you”** do not have to pay both deductibles); and
 - 3. **“You”** will not recover more than the actual damages.

APPRAISAL

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

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

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

LOSS PAYABLE CLAUSE

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

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

PART E DUTIES AFTER AN ACCIDENT OR LOSS

GENERAL DUTIES

- A. “**We**” must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. If “**we**” show that “**your**” failure to provide notice prejudices “**our**” defense, there is no liability coverage under this policy.
- B. A person seeking any coverage must:
 - 1. Cooperate with “**us**” in the investigation, settlement or defense of any claim or suit
 - 2. Promptly send “**us**” copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as “**we**” reasonably require, to physical exams by physicians “**we**” select. “**We**” will pay for these exams.
 - 4. Authorize “**us**” to obtain:
 - a. Medical records which are reasonably related to the injury or damage asserted to; and
 - b. Other pertinent records.
 - 5. When required by “**us**”:
 - a. Submit a sworn proof of loss;
 - b. Submit to examination under oath.
- C. Within 15 days after “**we**” receive “**your**” written notice of claim, “**we**” must:
 - 1. acknowledge receipt of the claim.If “**our**” acknowledgement of the claim is not in writing, “**we**” will keep a record of the date, method and content of “**our**” acknowledgement.
 - 2. begin any investigation of the claim.
 - 3. specify the information “**you**” must provide in accordance with paragraph B above.“**We**” may request more information, if during the investigation of the claim such additional information is necessary.
- D. After “**we**” receive the information “**we**” request, “**we**” must notify “**you**” in writing whether the claim will be paid or has been denied or whether more information is needed:
 - 1. within 15 “**business days**”: or
 - 2. within 30 days if “**we**” have reason to believe the loss resulted from arson.
- E. If “**we**” do not approve payment of “**your**” claim or require more time for processing “**your**” claim, “**we**” must:
 - 1. give the reasons for denying “**your**” claim, or
 - 2. give the reasons “**we**” require more time to process “**your**” claim. But, “**we**” must either approve or deny “**your**” claim within 45 days after requesting more time.

- F. In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above are extended for an additional 15 days.
- G. Loss Payment
 - 1. If **"we"** notify **"you"** that **"we"** will pay **"your"** claim, or part of **"your"** claim, **"we"** must pay within 5 **"business days"** after **"we"** notify **"you"**.
 - 2. If payment of **"your"** claim or part of **"your"** claim requires the performance of an act by **"you"**, **"we"** must pay within 5 **"business days"** after the date **"you"** perform the act.
- H. Notice of Settlement of Liability Claim
 - 1. **"We"** will notify **"you"** in writing of any initial offer to compromise or settle a claim against **"you"** under the liability section of this policy. **"We"** will give **"you"** notice within 10 days after the date the offer is made.
 - 2. **"We"** will notify **"you"** in writing of any settlement of a claim against **"you"** under the liability section of this policy. **"We"** will give **"you"** notice within 30 days after the date of settlement.

ADDITIONAL DUTIES FOR UNINSURED/ UNDERINSURED MOTORISTS COVERAGE

A person seeking Uninsured/Underinsured Motorist Coverage must also:

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

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

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

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

PART F- GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

- A. This policy contains all the agreements between **“you”** and **“us”**. Its terms may not be changed or waived except by endorsement issued by **“us”**.
- B. If a change requires a premium adjustment, **“we”** will adjust the premium as of the effective date of the change in accordance with rules prescribed by the Texas Department of Insurance or its successor. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
 - 1. The number, type or use classification of the insured autos;
 - 2. Operators using insured autos;
 - 3. The place of principal garaging of insured autos;
 - 4. Coverage, deductible, or limits
- C. If this policy form is revised to provide more coverage without addition premium charge, **“we”** will automatically provide the additional coverage as of the date the revision is effective.

MISREPRESENTATION OR FRAUD

“We” do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

General Exclusions

- A. **“We”** do not provide any coverage for any person for bodily injury or property damage caused by or sustained:
 - 1. In an incident caused by or at the direction of that person with the intent to injure person or property.
 - 2. While in the commission of a felony.
 - 3. While attempting to elude arrest by a law enforcement official.
- B. **“We”** will not pay for loss to **“your covered auto”** or any non-owned auto for damages sustained:
 - 1. Due to or caused by a willful or intentional act by or at the direction of the named insured; however an innocent spouse or innocent named insured will be provided coverage under the policy.
 - 2. While in the commission of a felony.
 - 3. While attempting to elude arrest by a law enforcement official.

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

LEGAL ACTION AGAINST US

- A. No legal action may be brought against **"us"** until there has been full compliance with all the terms of the policy. In addition, under Liability Coverage, no legal action may be brought again **"us"** until:
1. **"We"** agree in writing that the covered person has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring **"us"** into any action to determine the liability of a covered person

OUR RIGHT TO RECOVER PAYMENT

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

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.
- This policy also applies to loss to, or accidents involving, **"your covered auto"** while being transported between their ports.

TERMINATION

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to “**us**”; or
 - b. Giving “**us**” advance written notice of the date cancellation is to take effect.
2. “**We**” may cancel by mailing at least 10 days notice to the named insured shown in the Declarations at the address shown in this policy.
3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, “**we**” will cancel only:
 - a. if “**you**” submit a fraudulent claim; or
 - b. for nonpayment of premium; or
 - c. if “**your**” driver’s license or motor vehicle registration or that of:
 1. any driver who lives with “**you**”; or
 2. any driver who customarily uses “**your covered auto**” has been suspended or revoked. However, “**we**” will not cancel if “**you**” consent to the attachment of an endorsement eliminating coverage when “**your covered auto**” is being operated by the driver whose license has been suspended or revoked.
4. “**We**” may not cancel this policy based solely on the fact that “**you**” are an elected official.

B. **Non-renewal.** If “**we**” decide not to renew or continue this policy, “**we**” will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than 1 year, “**we**” will have the right not to renew or continue it only at each anniversary of its original effective date. “**We**” will not refuse to renew because of a covered person’s age. “**We**” may not refuse to renew this policy based solely on the fact that “**you**” are an elected official.

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

D. **Other Termination Provisions.**

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

1. “**We**” may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, **“you”** may be entitled to a premium refund. If so, **“we”** will send **“you”** the refund promptly. The premium refund, if any, will be computed pro rata, subject to the policy minimum premium. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. Any cancellation or restriction of coverage made without **“your”** consent will be of no effect except as:
 - a. provided for in this Termination provision under:
 1. Cancellation;
 2. non-renewal; or
 3. Automatic Termination; or
 - b. required by the Texas Department of Insurance

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. **“Your”** rights and duties under this policy may not be assigned without **“our”** written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
 1. The surviving spouse if a resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations.
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative’s legal responsibility to maintain or use **“your covered auto”**.
- B. Coverage will be provided until the end of the policy period.

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

TWO OR MORE AUTO POLICIES

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

In **Witness Whereof**, the company has caused this policy to be signed by its authorized representatives, but this policy shall not be valid unless completed by the attachment hereto of a Declarations page.

President

A stylized handwritten signature in black ink, consisting of a series of connected loops and a long horizontal stroke at the end.

Vice - President

A handwritten signature in black ink that appears to read "David A. Baker" in a cursive script, followed by a long horizontal line.