

Date: Policy Number: 06/13/2024 2023502999

JESSE ATKINSON 125 RANGE LN DECATUR TX 76234

Named Insured: Jesse Atkinson Policy Period: 06/13/2024 - 12/13/2024 Policy Underwritten By: HOME STATE COUNTY MUTUAL INSURANCE COMPANY

Welcome to National General!

Rest easy knowing that when the unexpected occurs, we are ready to help get your life back to normal as quickly and easily as possible. Enclosed are your insurance policy documents. Please review and store them in a safe place.

Action Required!

The following item(s) are needed from you to prevent any potential increase in your insurance premium **or cancellation or nonrenewal** of your policy. To allow for processing time, please provide the following item(s) at least 7 days before the date(s) shown below. If you have questions related to these required items please contact Customer Service at 1-855-474-2847. If you have already provided this information, please disregard this section.

►	Signed Automatic Payments Authorization Form	6/25/2024
►	Signed Application	7/4/2024

Thank you again for choosing National General Insurance. We appreciate your business!

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: Customer Relations at

Toll-free: 1-800-847-6442

Email: CustRelations@ngic.com

Mail:

5630 University Parkway

Winston-Salem, NC 27105

Attn: Customer Relations

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

To compare policies and prices

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

Donde puede obtener información o presentar una queja

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

Home State County Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Customer Relations al

Teléfono gratuito: 1-800-847-6442

Correo electrónico: CustRelations@ngic.com

Dirección postal:

5630 University Parkway

Winston-Salem, NC 27105

Attn: Customer Relations

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Para comparar pólizas y precios

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

FACTS	FACTS WHAT DOES NATIONAL GENERAL INSURANCE GROUP (NGIG) DO WITH YOUR PERSONAL INFORMATION?					
Why?	? Financial companies choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. These laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.					
What?	 What? The types of personal information we collect and share depend on the product or service you have with us. This information can include: Name, phone number, home and email addresses, and other contact information, marital status, and family member information Social Security number, driver's license number, and driving records Healthcare information, customer files including claims and transaction history, credit information and credit scores 					
How?	Financial companies need to share customers' and former cu their everyday business. In the section below, we list the rea- customers' personal information; the reasons NGIG chooses this sharing.	sons companies ca to share; and whe	n share their ther you can limit			
Reasons we d	can share your personal information	Does NGIG share?	Can you limit this sharing?			
transactions, m	day business purposes— such as to process your aintain your account(s), respond to court orders and legal prevent fraud, or report to credit bureaus	Yes	No			
	ting purposes— to offer our products and services to you	Yes	No			
	eting with other financial companies	Yes	No			
information abo	es' everyday business purposes— out your transactions and experiences	Yes	No			
	es to market to you	Yes	Yes			
For nonaffiliat	es to market to you	Yes	Yes			
To limit our sharing	 Mail the form below to National General Insurance, PO Box 3199, Winston-Salem, NC 27102-3199. To limit our sharing Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing. If you have previously opted out for this policy, your request remains on file, and you do not need to opt out again. 					
Questions?	Questions? Call 1-844-874-3609 or view our Online Privacy Statement at www.nghcprivacy.com.					
Who we are						
 Who is providing this notice? NGIG includes: Adirondack Insurance Exch., Agent Alliance Ins. Co., Century-National Ins. Co., Direct General Insurance Co., Direct General Insurance Co., ECMI Auto Insurance Co., Encompass Floridian Indemnity Co., Encompass Floridian Insurance Co., Encompass Home & Auto Insurance Co., Encompass Indemnity Co., Encompass Independent Ins. Co., Encompass Insurance Co., Encompass Ins. Co. of America, Encompass Ins. Co. of MA, Encompass Ins. Co. of NJ, Encompass Property & Casualty Co., Encompass Property & Casualty Co., Encompass Property & Casualty Ins. Co. of NJ, Imperial Fire & Casualty Ins. Co. (IFCIC), Integon Casualty Insurance Co., Integon General Insurance Co., MIC General Insurance Corp., Mountain Valley Indemnity Co., National Farmers Union Property & Casualty Co., National General Assurance Co., National General Insurance Co., Safe Auto Choice Insurance Co., Safe Auto Group Agency, Inc., Safe Auto Insurance Co., Safe Auto Value Insurance Co., Standard Property & Casualty Ins. Co., and Home State County Mutual Ins. Co. (administered by IFCIC, IIC., INIC, or NGIC). 						

What we do	
How does NGIG protect my personal information?	We use a variety of physical, technical, and administrative security measures that help to safeguard your personal information. We require our employees and persons or organizations that represent us to protect your information and keep it confidential.
How does NGIG collect my personal information?	 We collect your personal information, for example, when you Apply for insurance or give us your contact information Pay your insurance premium or file an insurance claim We also collect your personal information from others, such as affiliates, credit bureaus, and insurance support organizations (which may retain and share your information with others).
Why can't I limit all sharing?	 Federal and state law gives you the right to limit Affiliates from using your information to market to you Sharing for nonaffiliates to market to you State laws may give you additional rights to limit sharing. See below for more on those rights.
How else does NGIG use and share personal information?	We will also disclose your personal information without notice when necessary to: (a) to comply with the law or requests from regulatory and law enforcement authorities; (b) protect and defend our customers, rights or property; (c) act under exigent circumstances to protect the personal safety of our customers or the public; (d) transfer corporate ownership; (e) conduct research, actuarial studies or audits; and (f) for an insurance institution, producer, medical institution/ professional or support organization to process insurance claims, verify coverage or benefits or perform other insurance functions. We will not use your medical information for marketing purposes without your consent.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
How can I review or correct my data?	You may access your recorded personal information under our possession and request a correction, amendment, or deletion of such recorded personal information by contacting us at 1-855-474-2847.
Definitions	
Affiliates	Companies related by common ownership or control including Allstate insurance companies offering home, auto and business insurance; Allstate Assurance Company and its life and retirement affiliates; Allstate Financial Services; Allstate Benefits and Allstate Health Solutions companies offering health products; Allstate and Signature roadside services and motor club companies; Allstate Dealer Services; Castle Key Insurance Co. and Castle Key Indemnity Co.; North Light Specialty Insurance Co.; Allstate Protection Plans; Allstate Identity Protection; Avail;

Definitions	
Affiliates	Companies related by common ownership or control including Allstate insurance companies offering home, auto and business insurance; Allstate Assurance Company and its life and retirement affiliates; Allstate Financial Services; Allstate Benefits and Allstate Health Solutions companies offering health products; Allstate and Signature roadside services and motor club companies; Allstate Dealer Services; Castle Key Insurance Co. and Castle Key Indemnity Co.; North Light Specialty Insurance Co.; Allstate Protection Plans; Allstate Identity Protection; Avail; Arity and underwriting and other companies that now or in the future control, are controlled by, or are under common control with the Allstate Corporation.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Other important information

Montana residents: Pursuant to Montana law, you may also request a record of any disclosure of your medical information during the preceding three years.

Nevada Residents: You may request to be placed on our internal "do not call" list. To make this request, call 877-885-4315 and provide us with your name, address, and all telephone numbers you wish to include on our list. For more information, you may also contact the Office of the Nevada Attorney General, Bureau of Consumer Protection, by mail at: 555 E. Washington Avenue., Suite 3900, Las Vegas, NV 89101, phone: (702) 486-3132, or email: BCPINFO@ag.state.nv.us.

Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

National General Insurance Group reserves the right to change our privacy practices, procedures, and terms.

Important Privacy Choices for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the right to restrict the sharing of personal and financial information with outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Unless you say "No," we may share personal information about you with our affiliates or outside companies to market to you.

□ NO, please do not share personal information with your affiliated companies or outside companies to market to me.

TO USE THIS FORM, PLEASE PROVIDE ALL OF THE FOLLOWING INFORMATION TO ALLOW US TO PROCESS YOUR REQUEST:

Name: Jesse Atkinson

ACCOUNT OR POLICY NUMBER(S): 2023502999

Signature:

To exercise your choice, fill out, sign and mail this form to:

National General Insurance PO Box 3199 Winston-Salem, NC 27102-3199

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 not:

- 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

File a complaint by mail: Consumer Protection MC: CO-CP, Texas Department of Insurance

P.O. Box 12030

Austin, TX 78711-2030

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

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

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Where to Get Information

- 1. Your insurance company. When you get a copy of your policy you will also get an "Important Notice" from the company. The notice explains how to contact your company and how to file a complaint. You may request a complete copy of your policy from your company at any time.
- 2. Your declarations page. The declarations page, also called the "dec page," shows: (a) the name and address of your insurance company, (b) the dates your policy is in effect, (c) the insured vehicles and drivers, (d) any excluded drivers, (e) the amounts and types of coverage, and (f) your deductibles.
- 3. The Texas Department of Insurance (TDI). You have the right to call TDI for free at 1-800-252-3439 for information and help with a complaint against an insurer. You can also find information on the TDI website at www.tdi.texas.gov.
- 4. Resources for shopping for insurance. The Office of Public Insurance Counsel (OPIC) and TDI developed www.HelpInsure.com to help you compare rates and coverages for different insurance companies. OPIC also has an online tool to help you compare policies. You can find this policy comparison tool at www.opic.texas.gov.

What You Should Know When You File a Claim

- 5. Choice of repair shop and replacement parts. You have the right to choose the repair shop and parts for your vehicle. An insurance company may not specify the brand, type, kind, age, vendor, supplier, or condition of parts or products used to repair your auto, but they are not required to pay more than a reasonable amount.
- 6. Auto repair notice requirements. The insurance company must provide you a document about your rights regarding auto repairs as follows:
 - **Claims submitted by telephone:** Written notice within 3 business days or verbal notice during the call, followed by written notice within 15 business days;
 - **Claims submitted in person:** Written notice at the time you present your vehicle to an insurer, an insurance adjuster, or other person in connection with a claim for repair; or
 - Claims submitted in writing (including email and fax): Written notice must be provided within 3 business days of the insurance company receiving notice of the claim.
- 7. Deadlines for processing claims and payments. When you file a claim on your own policy, the insurance company must meet these deadlines:
 - Within 15 days after you file a claim: The company must let you know they received your claim. The company must also start their investigation and ask you for any other information they need.
 - Within 15 business days after they get all the information they need: The company must approve or deny your claim in writing. They can extend this deadline up to 45 days from the date they: (a) let you know they need more time and (b) tell you why.
 - Within 5 business days after they let you know your claim is approved: The company must pay the claim.

Note: TDI can extend these deadlines by 15 more days if there is a weather-related catastrophe. If your company fails to meet these deadlines, you may be able to collect the claim amount, interest, and attorney's fees.

- 8. Written explanation of claim denial. Your insurance company must tell you in writing why your claim or part of your claim was denied.
- 9. Information not required for processing your claim. Your insurance company can only ask for information reasonably needed for their claim investigation. However, they cannot ask for your federal income tax returns unless:

 (a) they get a court order or (b) your claim involves a fire loss, loss of profits, or lost income.
- **10. Reasonable investigation.** Your insurance company cannot refuse to pay your claim without a reasonable investigation of the claim. You should keep records of all claim communications (including notes from phone calls) and other claim documentation (including damage estimates and receipts).

- **11. 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 that date your claim is paid, or (b) at least 90 days before the statute of limitations expires (whichever date comes first).
- **12. 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

- **13. 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.

- 14. 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.
- 15. 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).

- 16. 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.
- 17. Your right to cancel. You can cancel your policy at any time and get a refund of the unused premium.
- **18. Refund of premium.** If you or your insurance company cancel your policy, the company must refund any unused premium within 15 business days from:
 - the date the company receives notice of the cancellation or
 - the date of cancellation, whichever is later.

You must let your company know you want the refund sent to you. If not, they may refund the remaining premium by giving you a premium credit on the same policy.

- **19. 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.
- **20. 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 six-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.

- **21. 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.
- **22. 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.
- 23. Limit on using credit information to nonrenew your policy. An insurance company cannot refuse to renew your policy solely because of your credit.
- 24. 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.
- **25.** 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.
- **26. 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.

- 27. 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.

28. Written explanation of cancellation or nonrenewal. You can ask your insurance company to tell you in writing the reasons for their decision to cancel or not renew your policy. The company must explain in detail why they cancelled or nonrenewed your policy.

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

IMPORTANT NOTICE

NON-RENEWALS FOR NOT-AT-FAULT ACCIDENTS OR CLAIMS

(28 TAC Section 5.7016)

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

- 1. a claim involving damage from a weather-related incident that does not involve a collision (some examples being hail, flood, tornado, winds or hurricanes);
- 2. an accident or claim involving damage by contact with an animal or a fowl;
- 3. an accident or claim involving damage caused by flying gravel, missiles or falling objects; however, if you have three of these losses in any 36-month period, we may increase your deductible to the higher of \$250 or the next available deductible increment higher than your present deductible amount, at your renewal date;
- 4. a claim under towing and labor protection; however, if you have four claims of this type in any 36-month period, we have the option of eliminating this coverage from your policy;
- 5. any other not-at-fault accident loss or claim unless there are two or more of these accidents losses or claims in any 12-month period.

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

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

07020 (10012005)

INSURANCE WEBSITE NOTICE

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.

AVISO DEL SITIO WEB DE SEGUROS

Para comparar pólizas y precios

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



Date: Policy Number: 06/13/2024 2023502999

JESSE ATKINSON 125 RANGE LN DECATUR TX 76234

Named Insured: Jesse Atkinson Policy Period: 06/13/2024 - 12/13/2024 Policy Underwritten By: HOME STATE COUNTY MUTUAL INSURANCE COMPANY

YOUR AUTOMATIC PAYMENTS SCHEDULE

Thank you for enrolling in our Automatic Payments program!

Here are the scheduled payment amounts and dates that will be automatically charged from your account. Please keep this schedule for future reference since no other billing notices will be sent to you.

If changes are made to the policy that affects the payment amounts, a new payment schedule will be issued.

Schedule Draft Date Installment		nent Amount
07/15/2024		\$181.26
08/15/2024		\$181.26
09/16/2024		\$181.26
10/15/2024		\$181.26
11/15/2024		\$181.26
	Total Drafts:	\$906.30

* Each draft includes a \$6.00 installment charge.

Thank you for choosing National General Insurance!



JESSE ATKINSON 125 RANGE LN DECATUR, TX 76234 Policy Number: 2023502999 Named Insured: JESSE ATKINSON Date of Notice 06/13/2024 12:30 AM

Policy Period: 06/13/2024 - 12/13/2024 Policy Underwritten by: HOME STATE COUNTY MUTUAL INSURANCE COMPANY

24 Hour Claim Reporting: 1-800-325-1088 For Policy Information: 1-855-474-2847 www.NationalGeneral.com

TX RECREATIONAL VEHICLE DECLARATIONS PAGE

New Business Effective 06/13/2024 12:31 AM

Drivers and Household Residents								
#1	Jesse Atkinson Driver Status	License #	Lic. State	Data of Pirth	Condor	Marital Status	Driver Bto	Vro Lio
	Rated Driver	XXXX4992	TX	01/12/1967	Male	Married	0	41
40				01/12/1907	IVIAIE	Warneu	0	41
#2	Wendy Atkinson		Lie Ctete	Data of Dirth	Condor	Marital Status		Vra Lia
	Driver Status Rated Driver	License # XXXX3710	Lic. State	07/17/1970		Marital Status Married	0	Yrs. Lic. 37
	Nated Driver	XXXX3710		07/17/19/0	i emale	Marrieu	0	51
Ins	ured Recreation	onal Vehicle(s) an	d Schedule	of Coverage	es			
#1 2	2023 CRUS FIFTH	I WH	VIN:	5ZT3CS3B3P	G127709	-NN8181		
Usa	age: Pleasure Us	e Only	Actu	al Cash Value				
Gar	raging Location:	76234						
Los	s Payee		Address					
Me	rrick Bank				eway, Su	ite 200 South Jo	rdan,	
				4095				
Coverages Provided			Limits/Deductibles					Premium
Other Than Collision			\$1,000 Deductible					\$602.00
Collision			\$1,000 Deductible					\$410.00
Per	sonal Effects		\$3,000				Included	
RV	Emergency Exper	ise	\$750 Each Accident				Included	
RV	Vacation Liability		\$10,000 Each Accident				Included	
RV	Depreciation Free	Claims						Included
Pet Protection			\$1000 Each Accident / \$3000 Each Term				Included	
			Tota	l For This Vehi	cle			\$1,012.00
Pre	emium and Fee	e Totals						
			Com	bined Vehicle	Coverag	e Premium		\$1,012.00
			Acqu	isition Expense	;			\$40.00
			Tota	I 6 Month Polic	cy Premiu	um		\$1,052.00

Discounts Applied Policy Level Advance Quote Discount Homeowner Discount Paperless Discount Driver Level #1 #1 Good Driver Discount #1 Military/EMS Discount

Important Notice

If you rent your RV to others or through a marketplace platform (RVshare, Outdoorsy® or another service), there is no coverage under this policy during the period your RV is rented.

Additional Policy Information			
Insured email:	nsured email: jawatkinson5@yahoo.com		
Credit Score	421		
Tier:	7		
Vehicle	Rating Territory		
#1	18		

Disclosure of Possible Additional Charges

The amounts below are authorized for use in this state. However, they are only charged if they apply to your policy.

Cancellation Charge	\$25.00
Motor Vehicle Crime Prevention Authority Fee (See enclosed	\$2.50
explanation.)	
FR Filing Charge	\$25.00
Late Charge	\$10.00
Nonsufficient Funds Charge	\$30.00
Reinstatement Charge	\$10.00

Forms and Endorsements

Form	Edition	Form Name
11556	05012015	ASSUMPTION OF LIABILITY - TEXAS
04084TX	12012021	PERSONAL EFFECTS FOR RV COVERAGE
07491TX	04012022	VACATION LIABILITY FOR RVS COVERAGE
11622	10012020	RECREATIONAL VEHICLE DEPRECIATION FREE CLAIMS COVE
11628	12012016	RECREATIONAL VEHICLE BROADENED COMPREHENSIVE COVER
12565	01012020	AMENDMENT TO POLICY PROVISIONS - TEXAS
13428	12012021	TEXAS RECREATIONAL VEHICLE POLICY
11357	09012014	PERSONAL AUTO POLICY
15020	01012024	NONRENEWAL PROVISIONS - TEXAS

Beste a Castel

Authorized Signature

UNDERWRITING NOTICE

Policyholder's Name: Jesse Atkinson

Company Name: HOME STATE COUNTY MUTUAL INSURANCE COMPANY

Policy Number: 2023502999 Date: 06/13/2024

Dear Jesse Atkinson,

As you may know, automobile insurers underwrite and rate applicants and policyholders on the basis of a variety of factors - traffic violations, accident history, number of years you have driven, vehicle type, etc. By considering these factors we can most accurately underwrite your policy and offer the greatest number of applicants and policyholders the best available rates.

Another factor we consider is your insurance credit score. Independent studies indicate that an insurance credit score is an extremely reliable predictor of automobile insurance losses. Taking this additional information into account also helps us to provide you with the most accurate and fair rate.

Some of the information used to underwrite and rate your policy comes from reports we receive from third parties. These third parties are commonly referred to as "consumer reporting agencies" and the information we receive from these agencies is commonly referred to as a "consumer report".

This Notice is to let you know that the following information contained in a consumer report affected your premium with regard to your insurance. This information was received from the consumer reporting agency shown below.

Your insurance credit score was used to determine your rate. Your credit score adversely affected your rate and was primarily influenced by the following positive and/or negative factors from your credit report:

Unfavorable: You had at least 4 credit inquiries within the last 2 years Unfavorable: More than 40% of your credit accounts have a balance to limit ratio of 75% or higher Unfavorable: You have opened 4 or more credit accounts within the last year

Unfavorable: You have opened a credit card account within the last 15 months

The consumer reporting agency played no part in the decision to take this action with respect to your insurance and will be unable to give you the specific reasons for what we did.

You have the right to request a free copy of your consumer report from the consumer reporting agency. Your request must be made within 60 days of receiving this notice. You also have the right to dispute with the consumer reporting agency the accuracy or completeness of any information in your consumer report. Please note: we played no role in the makeup of your consumer report.

You may contact the consumer reporting agency by writing or calling them at the following address:

For Consumer Credit Information Consumer Disclosure PO Box 1000 Chester, PA 19022 1-800-645-1938 www.transunion.com

In addition, upon your request, you may obtain the specific information supporting our reasons for this action, if the information is not stated above, and you may review your information contained in our records provided the information is not protected from disclosure by law.

You may also request that we correct, change or delete any incorrect information. You may also file a statement setting forth what you think is the correct information and why you disagree with any refusal to correct the information.

To do so, send a written request to our Customer Service Department describing the kind of information you want to review. Include your full name, address, policy number and either your date of birth, social security number or driver's license number.

If you have any questions concerning our use of your consumer report information, please call us at 1-855-474-2847.

Use Of Credit Information Disclosure - Texas Form CD-1

Agency Name:

Policy Number: 2023502999

Applicant Name: Jesse Atkinson Effective Date: 06/13/2024

Insurer's name: HOME STATE COUNTY MUTUAL INSURANCE COMPANY Address: PO Box 3199 Telephone number: 1-855-474-2847

National General **will** obtain and use credit information on you or any other member(s) of your household as part of the insurance credit scoring process.

If you have questions regarding this disclosure, contact the insurer at the above address or phone number. For information or other questions, contact the Texas Department of Insurance at 1-800-578-4677 or P.O. Box 12030, MCL - PC-PCL, Austin, Texas 78711-2030.

Section 559.053 of the Texas Insurance Code requires an insurer or its agents to disclose to its customers whether credit information will be obtained on the applicant or insured or on any other member(s) of the applicant's or insured's household and used as part of the insurance credit scoring process.

If credit information is obtained or used on the applicant or insured, or on any member of the applicant's or insured's household, the insurer shall disclose to the applicant the name of each person on whom credit information was obtained or used and how each person's credit information was used to underwrite or rate the policy. An insurer may provide this information with this disclosure or in a separate notice.

Adverse effect means an action taken by an insurer in connection with the underwriting of insurance for a consumer that results in the denial of coverage, the cancellation or nonrenewal of coverage, or the offer to and acceptance by a consumer of a policy form, premium rate, or deductible other than the policy form, premium rate, or deductible for which the consumer specifically applied.

Credit information is any credit related information derived from a credit report itself or provided in an application for personal insurance. The term does not include information that is not credit-related, regardless of whether the information is contained in a credit report or in an application for insurance coverage or is used to compute a credit score.

Credit score or insurance score is a number or rating derived from a mathematical formula, computer application, model, or other process that is based on credit information and used to predict the future insurance loss exposure of a consumer.

Summary Of Consumer Protections In Chapter 559

Prohibited use of credit information. An insurer may not:

- 1. Use a credit score that is computed using factors that constitute unfair discrimination;
- 2. Deny, cancel, or nonrenewal of a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or
- 3. Take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

An insurer may not consider an absence of credit information or an inability to determine credit information for an applicant for insurance coverage or insured as a factor in underwriting or rating an insurance policy unless the insurer:

- Has statistical, actuarial, or reasonable underwriting information that: (A) is reasonably related to actual or anticipated loss experience; and (B) shows that the absence of credit information could result in actual or anticipated loss differences;
- 2. Treats the consumer as if the applicant for insurance coverage or insured had neutral credit information, as defined by the insurer; or
- 3. Excludes the use of credit information as a factor in underwriting and uses only other underwriting criteria.

Negative factors. An insurer may not use any of the following as a negative factor in any credit scoring methodology or in reviewing credit information to underwrite or rate a policy of personal insurance:

- 1. A credit inquiry that is not initiated by the consumer;
- 2. An inquiry relating to insurance coverage, if so identified on a consumer's credit report; or
- 3. A collection account with a medical industry code, if so identified on the consumer's credit report.

Multiple lender inquiries made within 30 days of a prior inquiry, if coded by the consumer reporting agency on the consumer's credit report as from the home mortgage or motor vehicle lending industry, shall be considered by an insurer as only one inquiry.

Effect of extraordinary events. An insurer shall, on written request from an applicant for insurance coverage or an insured, provide reasonable exceptions to the insurer's rates, rating classifications, or underwriting rules for a consumer whose credit information has been directly influenced by a catastrophic illness or injury, by the death of a spouse, child, or parent, by temporary loss of employment, by divorce, or by identity theft. In such a case, the insurer may consider only credit information not affected by the event or shall assign a neutral credit score.

An insurer may require reasonable written and independently verifiable documentation of the event and the effect of the event on the person's credit before granting an exception. An insurer is not required to consider repeated events or events the insurer reconsidered previously as an extraordinary event.

An insurer may also consider granting an exception to an applicant for insurance coverage or an insured for an extraordinary event not listed in this section. An insurer is not out of compliance with any law or rule relating to underwriting, rating, or rate filing as a result of granting an exception under this article.

Notice of action resulting in adverse effect. If an insurer takes an action resulting in an adverse effect with respect to an applicant for insurance coverage or insured based in whole or in part on information contained in a credit report, the insurer must provide to the applicant or insured within 30 days certain information regarding how an applicant or insured may verify and dispute information contained in a credit report.

Dispute resolution; error correction. If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as amended, that the credit information of a current insured was inaccurate or incomplete or could not be verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

After re-underwriting or re-rating the insured, the insurer shall make any adjustments necessary within 30 days, consistent with the insurer's underwriting and rating guidelines. If an insurer determines that the insured has overpaid premium, the insurer shall credit the amount of overpayment. The insurer shall compute the overpayment back to the shorter of the last 12 months of coverage; or the actual policy period.

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

This Endorsement Applies Only If Form Number 11556 (05012015) Appears in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSUMPTION OF LIABILITY - TEXAS

All the provisions of this Policy apply to the coverage provided by this endorsement except as modified herein.

This endorsement is issued by Home State County Mutual and amends the Policy by adding the following to the Special Provisions Section of the Policy.

- Integon National Insurance Company will immediately become liable for all losses payable by Home State County Mutual on the Policy if Home State County Mutual shall ever be declared insolvent by a court. In such event Integon National Insurance Company will assume all rights and responsibilities under the Policy. Integon National Insurance Company shall be subrogated to all rights of any other person or entity which may otherwise be liable to the extent of any payments made under the Policy.
- 2. Cancellation of the Policy shall cancel this Endorsement automatically and without further notice.
- 3. This Endorsement shall be effective as of the Policy's effective date. This Endorsement shall not vary or amend the terms or conditions or obligations of the Policy.

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

This Endorsement Applies Only If Form Number 04084TX (12012021) Appears on the **Declarations Page**.

THIS ENDORSEMENT CHANGES THE RECREATIONAL VEHICLE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL EFFECTS COVERAGE

All the provisions of the Recreational Vehicle Policy apply except as modified by this endorsement.

Personal Effects Coverage applies only to the **recreational vehicle** for which the coverage and a limit of liability are shown on the **Declarations Page**.

PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

The following section is added to PART D.

INSURING AGREEMENT – PERSONAL EFFECTS COVERAGE

Subject to the limit of liability shown on the **Declarations Page** for Personal Effects Coverage, **we** will pay for **loss** to **personal effects** when such **loss** is caused by a **covered peril**. The **loss** must occur while the **personal effects** are located:

- 1. In the covered recreational vehicle; or
- 2. Outside or away from the **covered recreational vehicle** but only if the **loss** is caused directly by a **covered peril**.

Personal Effects Coverage applies only if the **covered recreational vehicle** is covered under Comprehensive Coverage.

ADDITIONAL DEFINITIONS – PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

The following definitions are added:

"Covered peril" means one or more of the following perils:

- 1. Fire or lightning; damage limited to scorching is not covered;
- Explosion, smoke or smudge resulting from any sudden, unusual or unexpected event. This peril does not include **loss** caused by smoke from agricultural smudging or industrial operations;
- Stranding; sinking; falling; burning; collision; or derailment of any conveyance in or upon which the covered recreational vehicle is being transported;
- 4. Windstorm or hail. This peril does not include loss to personal effects within the covered recreational vehicle caused by rain, sleet or snow unless the direct force of wind or hail damages the covered recreational vehicle causing an opening in the roof or wall and the rain, sleet or snow enters through this opening;
- 5. Riot or civil commotion;
- 6. Malicious mischief and vandalism unless caused by or at the direction of **you**, a **family member**

or any person in lawful possession or custody of the **covered recreational vehicle**;

- Missiles or objects falling from outside the covered recreational vehicle or forced landing of aircraft. This does not include loss to personal effects inside the covered recreational vehicle unless the exterior of the covered recreational vehicle is first damaged by the falling object;
- 8. Collision of the covered recreational vehicle with another object outside the covered recreational vehicle;
- 9. Volcanic eruption other than **loss** caused by earthquake, land shock waves or tremors;
- Earth movement, meaning: earthquake, including land shock waves or tremors before, during or after a volcanic eruption; landslide; mudflow; earth sinking, rising or shifting;
- 11. Flood, including surface water, waves, tidal water, and overflow of a body of water;
- 12. Theft, including attempted theft, larceny, robbery, burglary or pilferage, subject to the following conditions and limitations:
 - a. Special Limits:

These limits do not increase the **personal effects** limit of liability shown on the **Declarations Page**. The special limit for each numbered category below is the most **we** will pay for each **loss** caused by theft for all **personal effects** in that category.

- i. \$300 in aggregate on bullion; gold, other than goldware; silver, other than silverware; platinum; coins; medals; and other numismatic property or supplies.
- \$300 in aggregate on manuscripts; passports; airline or other tickets; stamps; and other philatelic property and supplies.
- iii. \$1,500 on any one article and \$3,500 in the aggregate, but in no event more than the limit of liability shown on the **Declarations Page** for Personal Effects Coverage, for jewelry; watches; fur items, including items made partially from fur but for which fur represents the

principal value; gems; precious and semi-precious stones; goldware; silverware; pewterware; heirlooms; art, including but not limited to: paintings, sculptures, drawings, etchings, ceramics, and china; and firearms, including cases, scopes, holsters and other accessories.

- b. We will not pay for theft caused by you or any family member or by any person residing in, or in lawful possession of, the covered recreational vehicle.
- c. **We** may, at any time prior to the settlement of the theft loss, return any stolen property to **you** with payment for any damage which resulted from the theft.
- d. The peril of theft is subject to a deductible of \$50 per loss.

"Personal effects" mean personal property belonging to you or any family member and used in, on, or in conjunction with the covered recreational vehicle. This does not include the covered recreational vehicle.

Examples of property intended to be COVERED under this endorsement are:

- 1. Clothing, watches and jewelry;
- Cameras, radios, televisions, stereos and other equipment used for the transmission or receiving of sound or pictures;
- 3. Guns, fishing equipment, sporting and vacation equipment;
- 4. Linens, dishes, glassware and cooking utensils; and
- 5. Foodstuffs, tools and furnishings not included as part of the **covered recreational vehicle**.

ADDITIONAL DUTIES FOR PERSONAL EFFECTS COVERAGE

A person seeking coverage for damage or **loss** to **personal effects** must also, in addition to the **GENERAL DUTIES**:

- 1. Notify the police as soon as practicable after discovery of **loss** by theft or vandalism.
- 2. Protect the **personal effects** from further damage. **We** will pay reasonable expenses incurred to do this.
- 3. Prepare an inventory of damaged **personal effects**, give the description and **actual cash value**.
- 4. Attach all bills, receipts and related documents.
- 5. Allow **us** to inspect and appraise the damaged **personal effects** covered under Personal Effects Coverage before their repair or disposal.

EXCLUSIONS

With respect to **personal effects** covered under this endorsement, the **EXCLUSIONS** section of PART D is amended as follows:

Exclusion A.14. is deleted.

The following exclusions are added to PART D and apply only to **personal effects**.

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, PERSONAL EFFECTS COVERAGE WILL NOT BE PROVIDED FOR AN OCCURRENCE THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- C. **We** will not pay for **loss** under Personal Effects Coverage to:
 - Watercraft, aircraft, utility trailers, recreational vehicles, and other self-propelled vehicles, except vehicles not subject to motor vehicle registration that are designed for assisting the handicapped;
 - Property pertaining to a business of you or any family member, including merchandise for sale or exhibition and salesperson's samples;
 - 3. Articles separately described and specifically insured in this or other insurance;
 - 4. Deeds, documents and records;
 - Bills, money, bank cards, credit cards, fund transfer cards, notes, securities or other evidences of debt, including their theft or unauthorized use;
 - 6. Property of guests, boarders or employees;
 - 7. Animals, birds or fish; or
 - 8. **Personal effects** while located in **your** primary or permanent residence if other than the **covered recreational vehicle**.
- D. **We** will not pay for **loss** resulting in, arising out of, or related to, any of the following:
 - 1. Consequential damages;
 - 2. The cost of recreating any records or documentation; or
 - 3. Business interruption.

LIMIT OF LIABILITY

The **LIMIT OF LIABILITY** section is replaced by the following:

- A. Our limit of liability for loss to personal effects, less any applicable deductible, shall not exceed the lowest of:
 - 1. Replacement cost at the time of **loss** without deduction for depreciation;
 - 2. The full cost of repair at the time of the **loss**;
 - 3. The limit of liability that applies to **personal** effects as shown on the **Declarations Page**; or
 - 4. Any applicable special limits of liability stated in this endorsement.

- B. The most we will pay for loss to personal effects outside or away from the covered recreational vehicle is 10% of the limit of liability shown on the Declarations Page for Personal Effects Coverage.
- C. We will pay no more than \$500 for **personal effects** that **you** do not own.
- D. In case of a **loss** to a pair, set or series, **we** may elect to:
 - 1. Repair or replace any part to restore the pair, set or series to its value before the **loss**; or
 - 2. Pay the difference between the fair market value of the property before and after the **loss**.
- E. The property listed below is not eligible for replacement cost loss settlement. Any **loss** will be settled at the **actual cash value** of the property at the time of the **loss** but not more than the amount required to repair or replace:
 - 1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced;
 - Memorabilia, souvenirs, collectors' items and similar articles whose age or history contribute to their value;
 - 3. Articles not maintained in good or workable condition;
 - 4. Articles that are outdated or obsolete and are stored or not being used.

- F. When the full cost of repair or replacement is more than \$500, we will pay no more than the actual cash value up to the limit of liability that applies to the personal effects, until the actual repair or replacement is complete.
- G. You may disregard the replacement cost loss settlement provisions and make claim under this endorsement for damage to personal effects on an actual cash value basis and then make claim within 180 days of the actual cash value payment for any additional liability on a replacement cost basis. The repair or replacement must be completed within two (2) years of the date of loss.
- H. This endorsement does not cover, and **we** will not pay for, **diminution in value** for settlements based on **actual cash value**.

OTHER SOURCES OF RECOVERY

The **OTHER SOURCES OF RECOVERY** section is replaced by the following:

If a **loss** to **personal effects** is covered by other insurance under this Policy, **we** will provide the highest limits and broadest coverage available under this Policy to the **personal effects** sustaining **loss**. If there is other applicable insurance that covers **loss** to **your personal effects**, this Policy will be excess. If there is other applicable insurance on an excess basis, **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.

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

This Endorsement Applies Only If Form Number 07491TX (04012022) Appears on the **Declarations Page**.

THIS ENDORSEMENT CHANGES THE RECREATIONAL VEHICLE POLICY. PLEASE READ IT CAREFULLY.

VACATION LIABILITY COVERAGE

All the provisions of **your** Recreational Vehicle Policy apply except as modified by this endorsement.

Vacation Liability Coverage applies only to the **recreational vehicle** for which the coverage and specific premium are shown on the **Declarations Page**.

DEFINITIONS

The following definitions are added:

"Aircraft" means any contrivance or device used for flight, parachuting, gliding or soaring. However, **aircraft** does not include a model or hobby device that is not capable of carrying or transporting people or cargo.

"Dead storage" means placing an item or object that is entirely inoperable, or incapable of functioning in its intended manner, in a location where it is beyond everyday use or handling.

"Described premises" means:

- 1. The **recreational vehicle** to which this coverage applies while in use as a dwelling; and
- 2. The land upon which the **recreational vehicle** rests while parked, including such immediately adjacent areas as are under **your** exclusive control. **"Insured"** means **you** or a **family member**.

"Insured" means you or a family member.

"Insured location" means:

- 1. The described premises;
- 2. Any part of a premise:
 - a. Not owned by **you** or any **family member**; and
 - b. Where **you** or any **family member** are temporarily residing;
- 3. Vacant land, other than farm land, owned by or rented to **you** or any **family member**;
- 4. Any part of a premise occasionally rented to **you** or any **family member** for other than **business** use.

"Motor vehicle" means:

- Any motorized land vehicle designed for travel on public roads and subject to motor vehicle registration;
- A trailer or semi-trailer designed for travel on public roads which is subject to motor vehicle registration;
- A motorized golf cart; snowmobile; motorcycle; dirt bike; other motorized bicycle; motorized tricycle; amphibious device; all terrain vehicle; or any other land vehicle or other similar type equipment designed or used for recreational or utility purposes off public roads; and

4. Any **motor vehicle** while being towed by or carried on a **motor vehicle** defined as a **motor vehicle** above.

However, "motor vehicle" does not include:

- 1. A motorized land vehicle which is not designed for use on public roads nor subject to motor vehicle registration, if:
 - a. In dead storage at a temporary residence;
 - b. Used to service a temporary residence; or
 - c. Designed for assisting the physically impaired;
- 2. A boat trailer, car tow dolly, or **utility trailer** owned by **you** or a **family member**, while not being towed by or carried on a **motor vehicle**.

"Occurrence" means a sudden, unexpected and unintended event. It includes continuous or repeated exposure to substantially the same general harmful conditions which results, during the policy period, in **bodily injury** or **property damage**. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to substantially the same general harmful conditions is deemed to be one **occurrence**. An **occurrence** exists or applies only when a **recreational vehicle** is used as a **temporary residence**.

"Personal watercraft" means a water jet pump-driven boat which is:

- 1. Less than thirteen (13) feet in length; and
- 2. Less than \$27,000 in value, at time of purchase, including the boat's accessories, permanently attached equipment, and trailers.

"Temporary residence" means a residence or premises that is away from, and not used as, **your** permanent or primary residence. A **"temporary residence"** includes a parcel of real property that is owned by **you** or reserved for **your** exclusive use and **occupied** by **your covered recreational vehicle**.

"Covered recreational vehicle" is deleted and replaced as follows:

"Covered recreational vehicle" means the recreational vehicle for which this coverage and specific premium are shown on the Declarations Page while being used as a **temporary residence** while on vacation.

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the Declarations Page, we will pay compensatory damages for which an insured is legally liable due to bodily injury or property damage caused by an occurrence. The occurrence must occur while the covered recreational vehicle is being used as, and at, a temporary residence. Damages include prejudgment interest awarded against an insured subject to our limit of liability for this coverage. We will not pay for punitive or exemplary damages.
- B. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. If we defend, we will choose the counsel of our choice which may include an in-house counsel. 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 by payment of judgments or by settlement. We have no duty to:
 - 1. Defend any suit;
 - 2. Settle any claim; or
 - 3. Pay any judgment;

for **bodily injury** or **property damage** not covered under this endorsement.

SUPPLEMENTARY PAYMENTS

Unless paid pursuant to another coverage provided in this Policy, **we** will pay, in addition to **our** limit of liability:

- Premiums on appeal bonds and bonds to release attachments in any suit we defend and we choose to appeal. We have no duty to:
 - a. Apply for or furnish any bond; or
 - b. Pay premium on any bond in an amount exceeding **our** limit of liability.
- 2. Interest accruing after a judgment is entered in any suit we defend on that portion of the judgment that is within our limit of liability. 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.. This does not apply if we have not been given notice of suit or the opportunity to defend an insured.
- Reasonable loss of earnings, up to \$200 per day that is incurred by an **insured** due to attendance at hearings, proceedings, or trials at **our** request. The **insured** must make a written request for loss of earnings and provide written proof of such loss.
- 4. Up to the lowest of:
 - a. The replacement cost at the time of the loss;
 - b. The full cost of repair; or
 - c. \$1,000 for any one loss;

for **property damage** to property of others caused by an **insured** that occurs while the **covered recreational vehicle** is being used as, and at, a **temporary residence** if no other coverage under this Policy applies; and 5. Other reasonable expenses incurred at **our** request.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, VACATION LIABILITY COVERAGE WILL NOT BE PROVIDED FOR AN OCCURRENCE THAT OTHERWISE WOULD BE COVERED UNDER THIS ENDORSEMENT.

We do not provide Vacation Liability Coverage for, nor do **we** have a duty to defend for:

- 1. Bodily injury or property damage:
 - a. Caused intentionally by, or at the direction of, an **insured**; or
 - b. That is, or should be, reasonably expected to result from an intentional act of an **insured**;

even if the actual **bodily injury** or **property damage** that results is different than that which was intended. However, this exclusion does not apply to **bodily injury** resulting from the use of reasonable force by an **insured** to protect persons or property.

- 2. Bodily injury to an insured.
- Bodily injury or property damage arising out of the course of employment or business pursuits of an insured.
- Bodily injury or property damage arising out of the rendering of, or failing to render, professional services.
- 5. **Bodily injury** or **property damage** arising out of or occurring at any premises:
 - a. Owned by an insured;
 - b. Rented to an insured; or
 - c. Rented to others by an insured;
 - that is not a temporary residence.
- 6. Bodily injury or property damage arising out of:
 - a. The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including **utility trailers**:
 - i. Owned by;
 - ii. Operated by;
 - iii. Rented to; or
 - iv. Loaned to an insured;
 - b. The entrustment by an **insured** of a motor vehicle or any other motorized land conveyance to any person; or
 - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in 6.a. or 6.b. above.

This exclusion (6) does not apply to:

- a. The **recreational vehicle** to which this coverage applies.
- b. A **utility trailer** not towed by or carried on a motorized land conveyance.
- c. A motorized land conveyance:

- i. Designed for recreational use off public roads;
- ii. Not subject to motor vehicle registration;
- iii. Owned by an insured; and
- iv. On the described premises.
- d. A motorized golf cart when used to play golf on a golf course or when used by an **insured** on the **insured location**.
- e. A vehicle or conveyance not subject to motor vehicle registration which is:
 - i. Used to service an **insured's described premises**;
 - ii. Designed for assisting the handicapped; or
 - iii. In dead storage on a described premises.
- 7. Bodily injury or property damage arising out of:
 - a. The ownership, maintenance, use, loading or unloading of a watercraft described below;
 - b. The entrustment by an **insured** of a watercraft described below to any person; or
 - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a watercraft described below.

Watercraft:

- a. With inboard or inboard-outdrive motor power owned by an **insured**;
- b. With inboard or inboard-outdrive motor power of more than 50 horsepower rented to an **insured**;
- c. That is a sailing vessel, with or without auxiliary power, 26 feet or more in length owned by or rented to an **insured**; or
- d. Powered by one or more outboard motors with more than 25 total horsepower if the outboard motor is owned by an **insured**.
- 8. Bodily injury or property damage arising out of:
 - a. The ownership, maintenance, use, loading or unloading of an **aircraft**;
 - b. The entrustment by an **insured** of an **aircraft** to any person; or
 - c. Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an **aircraft**.
- 9. **Bodily injury** or **property damage** caused by or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or
 - f. Nuclear reaction or radiation whether controlled or uncontrolled or however caused.

- 10. **Bodily injury** which arises out of the transmission of a disease through sexual contact to any person by an **insured**.
- 11. **Bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement.
- 12. Property damage to any property:
 - a. Owned by;
 - b. Rented to;
 - c. Transported by;
 - d. Used by; or
 - e. In the care, custody or control of;
 - an **insured** or a person residing in **your** household.
- 13. **Bodily injury** to an employee of an **insured** arising out of or within the course of employment. This exclusion does not apply to domestic employees if benefits are neither paid nor required to be provided under worker's compensation, disability benefits, or similar laws.
- 14. Bodily injury or property damage for which an insured:
 - 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.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.
- 15. **Bodily injury** arising out of sexual molestation, sexual harassment, corporal punishment, or physical or mental abuse. For purposes of this exclusion, abuse means an act which is committed with the intent to cause harm.
- 16. Bodily injury or property damage arising out of the use; sale; manufacture; delivery; transfer; or possession by any person of a controlled substance(s), as defined by the Federal Food and Drug Law, 21 U.S.C.A. Sections 811 and 812. Controlled substances include, but are not limited to, cocaine, LSD, marijuana and all narcotic drugs. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.
- 17. **Bodily injury** or **property damage** to any person that occurs while the **insured** is committing a **crime**.

- 18. Bodily injury or property damage arising out of any loss, cost, or expense relating to pollutant testing, monitoring, cleanup, removal, containment, treatment, detoxification, neutralization, remediation or in any way responding to or assessing the effects of pollutants, as the result of:
 - a. Any governmental directive or request; or
 - b. Any claim or lawsuit by or on behalf of a governmental authority.
 - This exclusion will not apply to:
 - a. A hostile fire;
 - b. The recreational vehicle's heating or air conditioning appliance(s);
 - c. The recreational vehicle's water heating unit;
 - d. Fluids or materials necessary for the use of an auto; or
 - e. Fluids or materials necessary for normal household maintenance.
- 19. Bodily injury or property damage caused by animals owned by or in the care of the insured.
- 20. Any fines or penalties.
- 21. **Bodily injury** or **property damage** arising out of the use of the **covered recreational vehicle** for transportation or travel on public or private roads.
- 22. **Bodily injury** or **property damage** if the initial act which caused the injury was committed prior to the effective date of **your** policy.
- 23. Bodily injury or property damage arising out of an occurrence involving the covered recreational vehicle while being used by a person while employed or otherwise engaged in any motor vehicle business.
- 24. Bodily injury or property damage arising out of an occurrence involving the covered recreational vehicle that:
 - a. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
 - b. Has been given in exchange for compensation;
 - c. Is under a conditional sales agreement by **you** to another; or
 - d. Has been entrusted to anyone other than you or a family member for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in your possession.

However, a. and b. of this exclusion does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

- 25. **Bodily injury** or **property damage** for which the United States Government is responsible under the Federal Tort Claims Act.
- 26. **Bodily injury** or **property damage** that arises out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of pollutants.

This exclusion will not apply to smoke, vapor, soot, or fumes arising from:

- a. A hostile fire;
- b. The recreational vehicle's heating or air conditioning appliance(s); or
- c. The recreational vehicle's water heating unit.

This exclusion will not apply to fluids or materials necessary for the use of an auto or fluids and materials necessary for normal household maintenance.

- 27. Any employee with respect to **bodily injury** of a fellow employee injured in the course of his or her employment in an **occurrence** arising out of or in the course of the **business** of their common employer.
- 28. Bodily injury or property damage arising out of or resulting from, in whole or in part, any actual, alleged, or threatened migration; release; existence; or presence of or actual, alleged, or threatened exposure to any of the following:
 - a. Mold, mildew or fungus, or other microbes including any type or form of:
 - i. Decomposing or disintegrating organic material or microorganism;
 - ii. Organic surface growth on moist, damp, or decaying matter;
 - iii. Yeast or spore-bearing plant-like organism; or
 - Spores; scents; toxins; mycotoxins; bacteria; viruses; or any other by-products produced or released by any mold; mildew; fungus; or other microbes;
 - b. Wet or dry rot;
 - c. Rust; or
 - d. Dampness of atmosphere, extremes of temperature, or deterioration.

However, this exclusion does not apply to **property damage** if such **loss** is caused by any other **loss** covered under this endorsement.

LIMIT OF LIABILITY

The limit of liability for Vacation Liability Coverage shown on the **Declarations Page** is the most **we** will pay as the result of any one **occurrence** without regard to the number of:

1. Insureds, heirs or survivors;

- 2. Claimants;
- 3. Claims made;
- 4. Lawsuits filed;
- 5. Vehicles shown on the Declarations Page;
- 6. Premiums shown on the Declarations Page; or
- 7. Premiums paid.

The amount shown on the **Declarations Page** is the most **we** will pay under this endorsement for the total of all damages resulting from any one **occurrence**. No one will be entitled to duplicate payments for the same elements of damages. This coverage does not increase

the limits of liability or double the coverage shown on the **Declarations Page**.

OTHER INSURANCE

No coverage is provided under this endorsement for **bodily injury** or **property damage** covered under any other coverage provided under the terms of this Policy.

Any insurance **we** provide under this endorsement is excess over any other applicable or collectible insurance or bond. If there is other excess insurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

This Endorsement Applies Only If Form Number 11622 (10012020) Appears on the **Declarations Page**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RECREATIONAL VEHICLE DEPRECIATION FREE CLAIMS COVERAGE

Coverage is provided under this endorsement only when noted in the Declarations of this policy.

All the provisions of this policy apply to the coverage provided by this endorsement except as modified herein.

The provisions of this endorsement apply only to a covered recreational vehicle.

These changes take precedence over any similar changes made in any other Endorsement to the Recreational Vehicle Policy.

PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

PART D is amended as follows:

The LIMIT OF LIABILITY section is amended as follows:

LIMIT OF LIABILITY

Paragraph A of the **LIMIT OF LIABILITY** section is deleted and replaced as follows:

- A. Our limit of liability for any **loss** shall not exceed the lowest of the:
 - 1. Actual cash value of the damaged property reduced by:

- a. The applicable deductible shown on the **Declarations Page**; and
- b. Its salvage value if **you** or the **owner** retain the salvage;
- 2. Amount necessary to repair or replace the damaged property with other property of like kind and quality reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
- 3. Stated amount shown on the **Declarations Page**, if any.

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

This Endorsement Applies Only If Form Number 11628 (12012016) Appears on the **Declarations Page**.

THIS ENDORSEMENT CHANGES THE RECREATIONAL VEHICLE POLICY. PLEASE READ IT CAREFULLY.

RECREATIONAL VEHICLE BROADENED COMPREHENSIVE COVERAGE

All the provisions of your Recreational Vehicle Policy apply except as modified by this endorsement.

Recreational Vehicle Broadened Comprehensive Coverage applies only to the **recreational vehicle** for which the coverage and specific premium are shown on the **Declarations Page**.

PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

PART D is amended as follows:

The **INSURING AGREEMENT – COMPREHENSIVE COVERAGE** section is deleted and replaced as follows:

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If **you** pay **us** the premium for Comprehensive Coverage and it is shown on the **Declarations Page**, **we** will pay for **loss** to a **covered recreational vehicle** and its equipment caused by a peril other than **collision** which includes but is not limited to:

1. Missiles or falling objects;

- 2. Fire or lightning;
- 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. Impact with a bird or animal; or
- 10. Breakage of glass, except breakage of glass caused by a **collision**.

Our payment will be reduced by the applicable deductible shown on the **Declarations Page**.

ADDITIONAL DEFINITIONS – PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

If applicable, the definition for "**Other than collision**" is deleted.

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

This Endorsement Applies Only If

Form Number 12565 (01012020) Appears on the Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO POLICY PROVISIONS - TEXAS

DEFINITIONS

The **DEFINITIONS** section is amended from the Personal Auto Policy as follows:

The definition of covered auto in the **DEFINITIONS** section is deleted in its entirety and replaced with the following:

- I. "Covered auto" means:
 - Any auto shown on your Declarations Page, unless you have asked us to delete that auto from the Policy;
 - 2. A newly acquired auto;
 - 3. Your trailer; or
 - Any auto not owned by you while used on a temporary basis as a substitute for any other auto described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

Coverage for a temporary substitute **auto** shall not exceed sixty (60) days. However, this sixty (60) day limitation for a temporary substitute shall not apply to a **temporary vehicle**.

The following Definition is added to the **DEFINITIONS** section:

- II. **"Temporary vehicle"** includes a vehicle that is loaned or provided to an **insured** by an **automobile repair facility** for the **insured's** use while the **insured's** vehicle is at the facility for service, repair, maintenance, or damage or to obtain an estimate and is:
 - 1. In the lawful possession of the **insured** or **family member** of the **insured**;
 - 2. Not owned by the **insured**, any **family member** of the **insured**, or any other person residing in the **insured's** household; and
 - 3. Operated by or in the possession of the **insured** or **family member** of the **insured** until the vehicle is returned to the **automobile repair facility**.

However, **temporary vehicle** does not include any vehicle that is not:

- 1. A private passenger automobile; or
- 2. A pickup, utility vehicle, or van with a gross vehicle weight of 14,000 pounds or less that is not used for the delivery or transportation of goods, materials, or supplies, other than samples, unless:
 - a. The delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or
 - b. The vehicle is used for farming or ranching.
- JJ. **"Automobile Repair Facility"** means a person who rebuilds, repairs, or services a motor vehicle for consideration or under a warranty, service, or maintenance contract.

PART A - LIABILITY COVERAGE

PART A is amended as follows:

Exclusion A.2. of the **EXCLUSIONS** section is replaced by the following:

- 2. Property damage to property:
 - a. Owned by;
 - b. Rented to;
 - c. Used by;
 - d. Transported by; or
 - e. In the care, custody or control of; **you**, any **family member**, or an **insured**.

This does not apply to a **temporary vehicle**. In addition, this exclusion does not apply to **property damage** to a residence or private garage rented to **you**, any **family member**, or an **insured** or to any of the following type of vehicles not **owned** by or furnished or available for the regular use of **you** or any **family member**:

- a. Private passenger autos;
- b. Trailers; or
- c. Pickups or vans.
- d. Any temporary vehicle.

However, the exclusion does apply to a **loss** due to or as a consequence of a seizure of an **auto** listed above by a federal or state law enforcement officer as evidence in a case against **you** under the Texas Controlled Substances Act or the federal Controlled Substances Act if **you** are convicted in such case. Exclusion A.4. of the **EXCLUSIONS** section is deleted in its entirety and replaced by the following:

4. Liability arising out of the ownership, maintenance or use of a vehicle while it is being used to carry persons or property for compensation or a fee or as a public or livery conveyance. This exclusion does not apply to you or any family member unless the primary usage of the vehicle is to carry property for a fee. This exclusion does not apply to a sharethe-expense car pool or to a temporary vehicle.

Exclusion A.6 of the **EXCLUSIONS** section is deleted in its entirety and replaced by the following:

- 6. Bodily injury or property damage that occurs while maintaining or using any vehicle while an insured is employed or otherwise engaged in any business (other than farming or ranching) unless the use while engaged in any business is incidental. However, if a business or artisan use is noted on the Declarations Page for an auto shown on the Declarations Page, this exclusion does not apply to the ownership; maintenance; or use of that auto by:
 - a. You;
 - b. Any family member; or
 - c. Any partner, agent or employee of **you** or any **family member**.

This exclusion does not apply to a **temporary vehicle**.

Exclusion A.13. of the **EXCLUSIONS** section is deleted in its entirety and replaced by the following:

13. **Bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement. This exclusion does not apply to any contract or agreement regarding a **temporary vehicle.**

OTHER INSURANCE

OTHER INSURANCE is replaced by:

- A. If there is other applicable liability insurance, selfinsurance or bond, we will pay only our share of the damages. Our share is the proportion that our limits of liability bear to the total of all applicable limits with the same priority. However, any insurance we provide for an auto you do not own shall be excess over any other collectible insurance, self-insurance or bond.
- B. If the other insurer refuses to defend, we:
 - 1. Will continue to defend where required by law;
 - 2. Shall be subrogated to the **insured's** rights against the other insurer;
 - 3. Reserve our rights against such insurer; and
 - 4. Do not waive any of **our** rights against the other insurer by continuing to defend.

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

However, we will provide primary insurance for a **temporary vehicle**.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

EXCLUSIONS

Exclusion 24. is added:

24. Loss to any temporary vehicle.

IT IS VERY IMPORTANT YOU READ AND UNDERSTAND THE FOLLOWING RV RENT TO OTHERS – NO COVERAGE NOTICE

If you rent your RV to others or through a marketplace platform (RVshare, Outdoorsy® or another service), there is no coverage under this policy during the period your RV is rented.

TEXAS RECREATIONAL VEHICLE POLICY

NATIONAL GENERAL an **Allstate** company

Home State County Mutual Insurance Company underwritten by Imperial General Agency of Texas, Inc. 13428 (12012021)

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: Customer Relations at

Toll-free: 1-800-847-6442

Email:	CustRelations@ngic.com
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Mail: 5630 University Parkway Winston Salem, NC 27105 Attn: Customer Relations

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:	MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

To compare policies and prices

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

Donde puede obtener información o presentar una queja

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

Home State County Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Customer Relations al

Teléfono gratuito: 1-800-847-6442

Correo electrónico: CustRelations@ngic.com

Dirección postal: 5630 University Parkway Winston Salem, NC 27105 Attn: Customer Relations

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Para comparar pólizas y precios

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

TEXAS RECREATIONAL VEHICLE POLICY

Read your Policy carefully. Provisions of this contract and its endorsements (if any) restrict coverage. Be certain **you** understand all of the coverage terms, the exclusions, and **your** rights and duties. The Personal Automobile Policy form applies to **accidents** and **losses** not involving **recreational vehicles**. This Recreational Vehicle Policy form applies to **accidents** and **losses** involving **recreational vehicles**. The **Declarations Page**, all forms and endorsements constitute a single policy issued to **you**, regardless of the fact that the **Declarations Page** may list both personal autos and **recreational vehicles**. In no event shall both the Personal Automobile Policy form and the Recreational Vehicle Policy form apply to any single **accident** or **loss**.

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AGREEMENT

- A. This Policy is a legal contract between **you** and **us**. The policy provisions, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued, complete this Policy. If there is no written Application, then the statements made by **you** at the time of application become a part of this Policy.
- B. This Policy is issued and renewed in reliance upon the truth and accuracy of the information you provide in the written or verbal Application for this insurance. The terms of this Policy impose obligations on all persons defined as **you** and on all persons or organizations seeking coverage under this Policy. **We** agree to provide insurance, subject to the terms, conditions and limitations set forth in this Policy.
- C. If the initial payment to **us** is in any non-cash method, this insurance is conditioned on that initial payment being honored by **your** financial institution.

DEFINITIONS

The following words or phrases, when printed in boldfaced type, will have the following meaning throughout the Policy, whether in the singular, plural or possessive.

- A. **"Accident"** and **"accidental"** mean a sudden, unexpected and unintended event. An **accident** can also include an intended event caused by a third party.
- B. **"Actual cash value"** means the fair market value of the stolen or damaged property at the time of **loss**.
- C. "Additional recreational vehicle" means a recreational vehicle that you acquire in addition to the recreational vehicle(s) shown on the Declaration Page, if:
 - 1. No other insurance applies to the acquired **recreational vehicle**;
 - Within thirty (30) calendar days after you become the owner of the additional recreational vehicle, you ask us to add the additional recreational vehicle to your Policy; and
 - 3. We insure all recreational vehicles owned by you on the date you take possession of the additional recreational vehicle.

If you ask us to insure the additional recreational vehicle within thirty (30) calendar days after you acquire the recreational vehicle and we agree to insure it, any coverage we provide for the additional recreational vehicle is subject to the following conditions:

- On the date you become the owner, an additional recreational vehicle will have the broadest coverage we provide on any recreational vehicle shown on the Declarations Page.
- Any coverage you ask us to add to the recreational vehicle or any increase of limits of liability shall not begin until after:
 - a. We agree to add the coverage or increase the limits; and
 - b. You pay any additional premium when due.

If **you** do not notify **us** within thirty days, no coverage exists for the additional **recreational vehicle**.

- D. **"Bodily injury"** means bodily harm, sickness or disease, including death that results from such **bodily injury**. **Bodily injury** does not include: harm; sickness; disease or death arising out of the transmission of disease by an **insured** through sexual contact.
- E. **"Business"** means any full-time or part-time job, trade, profession, occupation, employment or commercial enterprise.
- F. **"Business Day"** means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.
- G. "Carry persons or property for compensation or a fee" means to deliver, transport or carry persons; products; goods; materials; property; animals; or livestock for any form of money; salary; income; property; consideration; or any other thing of value, whether or not:
 - 1. Going to a pick-up or returning from a drop-off;
 - 2. The money or other item of value is paid or given:
 - a. By any passenger, recipient or other party on a per-trip basis; or
 - b. In the course of, or as related to, any **business** activities of a person insured under this Policy; or
 - 3. Any of the persons; products; goods; materials; property; animals; or livestock intended to be delivered or transported are actually in the vehicle or trailer at the time of the **accident** or **loss**.

"Carry persons or property for compensation or a fee" includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers.

- H. "Covered recreational vehicle" means:
 - Any recreational vehicle shown on your Declarations Page, including its customized equipment and parts, unless you have asked us to delete that recreational vehicle from the Policy;

- 2. A newly acquired recreational vehicle including its customized equipment and parts;
- 3. Any **utility trailer** that is not insured under any other motor vehicle insurance policy; or
- 4. Any recreational vehicle, including its customized equipment and parts, not owned by you while used on a temporary basis as a substitute for any other recreational 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.

Coverage for a temporary substitute **recreational vehicle** shall not exceed sixty (60) days.

- I. **"Crime"** means any act or omission for which there is a conviction that is:
 - 1. A state or federal felony in the United States;
 - 2. An attempt to flee or elude law enforcement or a crime scene; or
 - 3. An illegal activity, trade or transportation;

Crime does not include:

- 1. Misdemeanor violations of the motor vehicle or traffic laws other than an attempt to:
 - a. Flee or elude law enforcement; or
 - b. Flee a crime scene;
- 2. Vehicular homicide; or
- 3. Driving under the influence of alcohol or any illegal substance.
- "Customized equipment and parts" means J. equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of a recreational vehicle. This includes, but is not limited to, such items as: awnings; generators; body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bedliners; utility boxes; custom windows; custom painting; murals; or decals or graphics. Customized equipment and parts also includes, but is not limited to, such items as any electronic equipment; antennas; and other devices used exclusively to send or receive audio, visual or data signals, or play back recorded media. The customized equipment and parts must be permanently installed in a covered recreational vehicle using bolts, brackets or slide-out brackets.

Customized equipment and parts does not include snow plows or snow removal equipment.

- K. **"Declarations Page"** means the policy document showing **your** coverages, limits of liability, **covered recreational vehicles**, premiums and other policy related information.
- L. **"Depreciation"** means a decline in value due to wear and tear or obsolescence.
- M. **"Derivative claims"** include, but are not limited to, damages for care, emotional injury or mental anguish, wrongful death, or loss of:
 - 1. Service;
 - 2. Consortium;
 - 3. Society; or
 - 4. Companionship;

resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another.

- N. "Digital network" means any system or service offered or utilized by a transportation network company that enables TNC prearranged trips with drivers.
- O. **"Diminution in value"** means the actual or perceived loss in market or resale value by reason of the fact that the property has been damaged.
- P. "Family member" means:
 - 1. A person related to **you** by blood, marriage or adoption who **resides** in **your** household; or
 - 2. A ward or foster child, or stepchild who **resides** in **your** household;

at the time of the **accident** or **loss**.

Family member includes **your** unmarried, dependent children living temporarily away from home who intend to **reside** in **your** household and includes **your** spouse even when not **residing** in **your** household during a period of separation in contemplation of divorce.

- Q. **"Loss"** means sudden, direct, and **accidental** destruction or damage. **"Loss"** does not include **diminution in value**.
- R. **"Minimum limits"** means the minimum amount of liability insurance required to apply to a **recreational vehicle** by the motor vehicle compulsory insurance or financial responsibility laws of the state in which **you reside**, as shown in **our** records as the garaging address for a **covered recreational vehicle**.
- S. **"Motor home"** means a self-propelled motor vehicle used for recreational purposes which includes the following:
 - 1. Built in cooking facilities;
 - 2. Built in refrigeration;
 - 3. Sleeping quarters;

- 4. Built in bathroom facilities with indoor plumbing;
- 5. Self-contained heating and/or air conditioning;
- 6. Built in drinking water supply system; and
- 7. Built in electrical power supply.

T. "Motor vehicle business" means the business of:

- 1. Selling;
- 2. Repairing;
- 3. Servicing;
- 4. Storing;
- 5. Parking;
- 6. Road testing;
- 7. Delivering;
- 8. Leasing or renting;
- 9. Washing; or
- 10. Valet parking;
- any motor vehicle.
- U. **"Named insured"** means the individual(s) designated as the named insured(s) on the **Declarations Page**.
- V. "Newly acquired recreational vehicle" means an additional recreational vehicle or a replacement recreational vehicle of which you become the owner during the policy period.
- W. **"Occupying"** means in; upon; getting into, out of, on or off. A person cannot be **occupying** more than one motor vehicle at a time.
- X. **"Own"**, **"owned"**, **"owner"**, and **"ownership"**, with respect to a **recreational vehicle** or **utility trailer**, means the person who:
 - 1. Holds the legal title to the **recreational vehicle** or **utility trailer**; or
 - 2. Has legal possession of a **recreational vehicle** or **utility trailer** that is:
 - a. Subject to a written security agreement; or
 - b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.
- Y. **"Property damage"** means physical damage to, destruction of, or loss of use of tangible property if caused solely by an **accident** covered under this Policy.
- Z. **"Punitive or exemplary damages"** means all damages that may be awarded, other than compensatory damages, to:
 - 1. Punish or deter conduct; and/or
 - 2. Fine, penalize or impose a statutory penalty due to conduct;

because the conduct is malicious, grossly negligent, wanton, willful, fraudulent or unlawful. This includes, but is not limited to, any damages that have been defined by law as punitive damages or exemplary damages, and any additional costs, attorney fees, other fees or interest awarded because of such damages.

AA. "Racing" means:

- Participating in, competing in, practicing for or preparing for any prearranged or organized racing, speed, demolition or stunting contest or activity;
- 2. Participating in or competing in an unarranged or spontaneous street or off-road race or stunt.
- BB. "Recreational vehicle" means:
 - 1. A motor home, such as motor homes known as Type A, Type B and Type C Motor Homes;
 - 2. A **travel trailer**, such as folding camping trailers, conventional **travel trailers**, fifth-wheel **travel trailers**, sport utility RVs and **travel trailers** with expandable ends; or
 - 3. Any other motor vehicle shown under the Recreational Vehicle section on the **Declarations Page** which is primarily used to tow a fifth wheel **travel trailer owned** by **you** and insured under this Policy.
- CC. **"Regular operator"** is someone who has regular access to and uses a **covered recreational vehicle**.
- DD. "Replacement recreational vehicle" means a recreational vehicle that you acquire to replace a recreational vehicle shown on the Declarations Page if no other insurance applies to the acquired recreational vehicle and we insure all recreational vehicles that you own.

Any coverage **we** provide for a **replacement recreational vehicle** is subject to the following terms:

- On the date you become the owner of a replacement recreational vehicle, if coverage applies under this Policy, that replacement recreational vehicle will have the same coverage as the recreational vehicle shown on your Declarations Page that is being replaced.
- 2. The deductible that applies to a **replacement recreational vehicle** shall be the same as the **recreational vehicle** it replaced.
- 3. All coverage **we** provide for the **replacement recreational vehicle** ends thirty (30) calendar days after **you** become the **owner** if **you** do not ask **us** to insure it within those thirty (30) calendar days.
- 4. Any coverage **you** ask **us** to add to the **recreational vehicle** or any increase of limits of liability shall not begin until after:

- a. **We** agree to add the coverage or increase the limits; and
- b. You pay any additional premium when due.
- EE. **"Reside"**, **"resides"**, and **"residing"** mean to dwell within the household as the person's primary and legal domicile. Minor dependent children whose parents are separated or divorced shall be deemed to **reside** in both parents' households.
- FF. **"Statutory multiple damages"** mean a damage award in civil law, in which the amount awarded is a multiple of the damages determined by a court or stipulated within the statute rather than being calculated based on the degree of harm to the plaintiff, such damages being multiplied by a factor specified in the statute.
- GG. **"Transportation network company"** or **"TNC"** is a corporation, partnership, sole proprietorship, or other entity that is using a **digital network** to connect **transportation network company** passengers to **transportation network company** drivers who provide **TNC prearranged trips.**
- HH. **"Transportation network company driver"** or **"TNC driver"** means an individual who:
 - Receives connections to potential and actual passengers and related services from a transportation network company in exchange for payment of a fee to the transportation network company; and
 - 2. Uses a covered auto as a TNC vehicle to offer or provide a TNC prearranged trip to transportation network company passengers upon connection through a digital network controlled by a transportation network company in exchange for compensation or payment of a fee.
- II. **"TNC prearranged trip"** means the provision of transportation by a **transportation network company** driver to a passenger provided through the use of a **TNC's digital network**:
 - beginning when a transportation network company driver accepts a passenger's request for a trip through a digital network controlled by a transportation network company;
 - b. continuing while the **transportation network company** driver transports the requesting passenger; and
 - c. ending when the last requesting **passenger** departs from the **TNC vehicle**.
- JJ. **"TNC vehicle"** means a vehicle driven by a TNC driver.
- KK. **"Travel Trailer"** means a non-motorized recreational or camping trailer designed to be towed or carried by a motor vehicle, which includes the following:
 - 1. Built in cooking facilities; and

2. Sleeping quarters.

Travel trailer does not include any type of wheeled living quarters not designed for regular use on public roads such as, but not limited to:

- 1. Park Models;
- 2. Mobile homes; or
- 3. Manufactured housing.
- LL. **"Utility trailer"** means a non-motorized vehicle designed to be pulled on public roads by a motor vehicle if the **utility trailer** is:
 - 1. Owned by you;
 - 2. Shown on the Declarations Page;

and is not being used:

- 1. As a primary residence, office, store, **business** or for display purposes;
- 2. For commercial purposes; or
- 3. To transport passengers.
- MM. "We", "us" and "our" refer to the Company shown on the Declarations Page as providing this insurance.
- NN. "You" and "your" refer to:
 - 1. The named insured; and
 - 2. If **residing** in the same household at the time of the **accident** or **loss**:
 - a. The spouse of the named insured; or
 - b. The domestic partner of the **named insured** if the domestic partnership is established pursuant to a domestic partnership, civil union or similar law in any state.

DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

GENERAL DUTIES

- A. We do not provide coverage under this Policy unless you have paid the required premium when due. Failure to give notice as required may affect coverage provided under this Policy. Failure to comply with any of the duties in this Policy may result in denial of coverage and relieve us of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made by an insured or against an insured.
- B. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. Notice should include the following:
 - All known facts and circumstances. This notice to **us** should include all known names, addresses and telephone numbers of any injured persons and witnesses.

- 2. All known license plate information of vehicles involved or vehicle descriptions; and
- 3. All known driver's license information of persons involved.
- C. A person, organization or entity seeking coverage must:
 - Cooperate with us in the investigation, settlement or defense of any claim or lawsuit, and assist us in:
 - a. Making settlements;
 - b. Obtaining or authorizing **us** to obtain or secure evidence;
 - c. Giving evidence;
 - d. Obtaining the attendance of witnesses at hearings and depositions; and
 - e. The conduct of lawsuits.
 - Promptly send us copies of any notices or legal papers received in connection with the accident or loss. We will not pay for attorney fees or costs incurred by any insured or other person without our prior written consent.
 - 3. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations, such as Medicare and Medicaid, that apply including, but not limited to, the person's social security number.
 - Submit as often as we require to medical or physical exams by physicians we select. We will pay for these exams.
 - 5. Submit to examinations under oath by us or our representative as often as we reasonably require. These examinations will take place at a reasonable location of our choice and outside the presence of any witness, person or entity making a claim due to the same accident or loss, or any other person other than your attorney. If a minor is subject to examination, a parent or guardian may be present during the examination. We may:
 - Also require an examination under oath from any family member who may be able to assist us in obtaining relevant information even if that person is not claiming benefits under this Policy; and
 - b. Make a video and/or audio recording or any other type of recording of an examination under oath.
 - 6. Give **us** written and recorded statements as often as **we** reasonably request.
 - 7. Give **us** written authorization to obtain:
 - a. Medical records and reports which are pertinent and related to the loss or injury claimed, including current reports, notes

and test results, records of prior medical history and treatment, therapy records and counseling records;

- b. Credit and financial records; only if the claimant is ordered to produce the tax returns by a court; or the claim involves a fire loss, or a loss of profits or income.
- c. Photographs;
- d. Telephone, including cellular, text messaging and all other telephonic communication records, including billing records; and
- e. Other records **we** deem relevant in the investigation or settlement of a claim.
- 8. Submit a sworn statement as proof of loss as **we** require.
- 9. Not voluntarily assume any obligation to pay, make any payment or incur any expense for **bodily injury** or **property damage** arising out of an **accident**.
- 10. Attend hearings and trials as we require.
- 11. Authorize **us** to get any information on any data, maintenance or event recorder device installed in a **covered recreational vehicle** as **we** deem relevant to the facts of the **accident** or **loss**.
- D. Within 15 days after **we** receive **your** written notice of claim, **we** must:
 - Acknowledge receipt of the claim. If our acknowledgment of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgment.
 - 2. Begin any investigation of the claim.
 - Specify the information you must provide in accordance with paragraph B. of the GENERAL DUTIES provision. We may request more information, if during the investigation of the claim such additional information is necessary.
- E. After **we** have received information necessary to evaluate the claim, **we** must notify **you** in writing whether the claim will be paid or has been denied or whether more information is needed:
 - 1. Within fifteen (15) business days; or
 - 2. Within thirty (30) days if **we** have reason to believe the **loss** resulted from arson.
- F. If **we** do not approve payment of **your** claims or require more time for processing **your** claim, **we** must:
 - 1. Give the reasons for denying **your** claim, or
 - Give the reasons we require more time to process your claim. But, we must either approve or deny your claim within forty-five (45) days after our requesting more time.

- G. 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 fifteen (15) days.
- H. Loss Payment
 - 1. If we notify you that we will pay your claim or part of your claim, we must pay within five (5) business days after we notify you.
 - If payment of your claim or part of your claim requires the performance of an act by you, we must pay within five (5) business days after the date you perform the act.
- I. Notice of Settlement of Liability Claim
 - 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 ten (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 thirty (30) days after the date of the settlement.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

A person seeking coverage under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE must, in addition to the **GENERAL DUTIES**:

- Promptly, but no later than seventy-two (72) hours or as soon as practicable after discovery of the loss, report the theft or vandalism of any recreational vehicle or other property insured under this Policy, or its equipment or parts, to the police or other local law enforcement.
- Take reasonable steps after a loss to protect all property insured under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE from further loss. We will pay reasonable expenses incurred to protect that property. Any further loss due to failure to protect will not be covered under this Policy.
- Permit us to inspect and appraise all loss covered under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE before its repair or disposal.
- 4. Promptly report any **accident** or **loss** to the police or other local law enforcement if the person cannot identify the **owner** or operator of an at-fault vehicle involved in the **accident**.
- 5. Authorize **us** to move the damaged **recreational vehicle** or **utility trailer** to a storage facility of **our** choice at **our** expense.

PART A > LIABILITY COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the Declarations Page, we will pay compensatory damages for which an insured is legally liable due to bodily injury or property damage caused by an accident that arises out of the ownership, maintenance or use of a recreational vehicle covered under this PART A. Damages include prejudgment interest awarded against the insured subject to our limit of liability for this PART A. We will not pay for punitive or exemplary damages or statutory multiple damages.
- B. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. If we defend, we will choose the counsel of our choice which may include an in-house counsel. 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 by payment of judgments or by settlement. We have no duty to:
 - 1. Defend any suit;
 - 2. Settle any claim; or
 - 3. Pay any judgment;

for **bodily injury** or **property damage** not covered under this Policy.

ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE

As used in this PART A:

- A. "Covered recreational vehicle" means:
 - Any recreational vehicle shown on your Declarations Page, unless you have asked us to delete that recreational vehicle from the Policy;
 - 2. A newly acquired recreational vehicle;
 - 3. Any **recreational vehicle** not **owned** by **you** while used on a temporary basis as a substitute for any other **recreational 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.

Coverage for a temporary substitute **recreational vehicle** shall not exceed sixty (60) days.

- B. "Insured" means:
 - 1. You and any family member for:
 - a. Operation or use of any **recreational vehicle** with permission from its **owner**; or
 - b. The **ownership**, maintenance or use of a **covered recreational vehicle**.
 - 2. Any person using a **covered recreational vehicle** with **your** permission.
 - 3. For the use of a **covered recreational vehicle**, any person or organization, but only with respect to legal liability for acts or omissions of a person for whom coverage is afforded under this PART A.
 - 4. With respect to the use of a recreational vehicle, other than a covered recreational vehicle, by you or a family member, any person or organization to the extent of legal liability within the limit of liability imputed due to the negligence of you or a family member for whom coverage is afforded under this PART A. This provision applies only if the person or organization does not own or hire the recreational vehicle.
- C. **"Own"**, **"owned"**, **"owner"** and **"ownership"**, with respect to a **recreational vehicle**, mean the person who:
 - 1. Holds the legal title to the **recreational vehicle**; or
 - 2. Has legal possession of a **recreational vehicle** that is:
 - a. Subject to a written security agreement; or
 - b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.
- D. "Recreational vehicle" means:
 - 1. A motor home; or
 - 2. Any other motor vehicle shown under the Recreational Vehicle section on the **Declarations Page** which is primarily used to tow a fifth wheel **travel trailer owned** by **you** and insured under this Policy.

SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of an **insured**:

- Premiums on appeal bonds and bonds to release attachments in any suit we defend and we choose to appeal. We have no duty to:
 - a. Apply for or furnish any bond; or
 - b. Pay premium on any bond in an amount exceeding **our** limit of liability.

- Interest accruing after a judgment is entered in any suit we defend on that portion of the judgment that is within our limit of liability. 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.
- 3. Reasonable loss of earnings, up to \$200 per day, that is incurred by an **insured** due to attendance at hearings, proceedings, or trials at **our** request. The **insured** must make a written request for loss of earnings and provide written proof of such loss.
- 4. Other reasonable expenses incurred at **our** request.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, LIABILITY COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend for:
 - 1. Bodily injury or property damage:
 - a. Caused intentionally by, or at the direction of, an **insured**; or
 - b. That is, or should be, reasonably expected to result from an intentional act of an insured;

even if the actual **bodily injury** or **property damage** that results is different than that which was intended.

However, this exclusion does not apply to an innocent spouse or an innocent **insured**.

- 2. Property damage to property:
 - a. Owned by;
 - b. Rented to;
 - c. Used by;
 - d. Transported by; or
 - e. In the care, custody or control of;

you, any family member, or an insured

or to any of the following type of vehicles not owned by or furnished or available for the regular use of **you** or any **family member**:

- a. Private passenger autos;
- b. Trailers; or
- c. Pickups or vans.

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

This exclusion does not apply to **property damage** to a residence or private garage rented to **you**, any **family member**, or an **insured**.

- 3. Bodily injury to an employee or fellow employee of any insured arising out of, and in the course of, employment. This exclusion does not apply to bodily injury to a domestic employee unless worker's compensation benefits, disability benefits, or similar benefits are required or available for that domestic employee.
- 4. Liability arising out of the ownership, maintenance or use of a vehicle while it is being used to carry persons or property for compensation or a fee or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
- Bodily injury or property damage that occurs while the insured is employed or otherwise engaged in any motor vehicle business. However, this exclusion does not apply to the ownership, maintenance or use of a covered recreational vehicle by you or a family member.
- 6. Bodily injury or property damage that occurs while maintaining or using any vehicle while an insured is employed or otherwise engaged in any business (other than farming or ranching) unless the use while engaged in any business is incidental. However, if a business or artisan use is noted on the Declarations Page for a recreational vehicle shown on the Declarations Page, this exclusion does not apply to the ownership; maintenance; or use of that recreational vehicle by:
 - a. You;
 - b. Any family member; or
 - c. Any partner, agent or employee of **you** or any **family member**.
- 7. Bodily injury or property damage that occurs while any person is using a recreational vehicle without the owner's express or implied permission or beyond the scope of the owner's express or implied permission. This exclusion does not apply to you or a family member when using or occupying a covered recreational vehicle.
- 8. **Bodily injury** or **property damage** arising out of the ownership or use of a vehicle while it is used by a **transportation network company**

driver who is logged onto a transportation network company's digital network as a driver but is not engaged in a transportation network company prearranged trip or while the driver who is logged onto a transportation network company's digital network provides a transportation network company prearranged trip. This exclusion does not apply when an insured is a passenger in a TNC vehicle not owned by an insured.

9. **Bodily injury** to **you**, any **family member**, or any **insured**, except to the extent of the minimum limits of Liability Coverage required by Texas Transportation Code Chapter 601.

This exclusion applies regardless of whether demand is made or suit is brought against the **insured** by the injured person or by a third party seeking contribution or indemnity.

- 10. Bodily injury or property damage for which an insured:
 - 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.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.
- 11. Bodily injury or property damage arising out of the ownership, maintenance, or use of any covered recreational vehicle while racing.
- 12. **Bodily injury** or **property damage** for which the United States Government is held responsible under the Federal Tort Claims Act.
- 13. **Bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement.
- 14. **Bodily injury** or **property damage** to any person that results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
- 15. **Bodily injury** or **property damage** caused by or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or

- f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
- 16. Bodily injury or property damage arising out of the ownership, maintenance, or use of a covered recreational vehicle as a residence or premises.
- 17. Court ordered criminal restitution.
- 18. **Bodily injury** or **property damage** resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **recreational vehicle**.
- B. We do not provide Liability Coverage for, nor do we have a duty to defend, any insured for bodily injury or property damage arising out of the ownership, maintenance, or use of:
 - 1. Any vehicle, other than a **covered recreational vehicle**, that is:
 - a. Owned by you; or
 - b. Furnished or available for **your** regular use.
 - 2. Any **recreational vehicle**, other than a **covered recreational vehicle**, that is:
 - a. Owned by any family member; or
 - b. Furnished or available for the regular use of any **family member**.

However, this exclusion B.2. does not apply to **you**.

- 3. A covered recreational vehicle that:
 - Has been rented, leased, subleased, loaned or given by you or a family member to another party in exchange for money, value, goods, services, compensation or reimbursement;
 - b. Has been given in exchange for compensation;
 - c. Is under a conditional sales agreement by **you** to another; or
 - d. Has been entrusted to anyone other than you or a family member for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in your possession.

However, a. and b. of this exclusion B.3. does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

LIMIT OF LIABILITY

A. The Bodily Injury limit of liability shown on the **Declarations Page** for each person is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury**

sustained by any one person in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.

- B. Subject to the limit of liability for each person, the Bodily Injury limit of liability shown on the Declarations Page for each accident is the most we will pay for all damages, including derivative claims, arising out of and due to bodily injury resulting from any one accident. For the purpose of such limit of liability, all damages, including derivative claims, shall constitute a single claim.
- C. The Property Damage limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- D. If the Declarations Page indicates that a combined single limit applies, the limit of liability shown is the most we will pay for the total of all damages, including derivative claims, arising out of and due to bodily injury and/or property damage resulting from any one accident. For the purpose of such limit of liability, all damages, including derivative claims, shall constitute a single claim. However, without changing this total limit of liability, we will comply with any law that requires us to provide any separate limits.
- E. The limits of liability for Bodily Injury Liability Coverage and Property Damage Liability Coverage shown on the **Declarations Page** are the most **we** will pay as the result of any one **accident** without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;
 - 4. Lawsuits filed;
 - 5. Vehicles shown on the Declarations Page;
 - 6. Premiums shown on the Declarations Page;
 - 7. Vehicles involved in the accident; or
 - 8. Premiums paid.
- F. Any payment under PART A > LIABILITY COVERAGE will be reduced by any payment made to that person under PART B > MEDICAL PAYMENTS COVERAGE, PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE, or PART E > PERSONAL INJURY PROTECTION COVERAGE or NO - FAULT COVERAGE. However, this provision shall not reduce coverage under this PART A to an amount less than the **minimum limits**.
- G. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART A for which payment has been made:

- 1. Under any other coverage provided by this Policy;
- 2. By or on behalf of the person or organization that may be legally responsible; or
- 3. Under any other insurance.

OUT OF STATE COVERAGE

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

If the state or province has:

- A. A financial responsibility or similar law requiring a nonresident driver to maintain insurance with limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, the limits of liability under this Policy that apply to that **accident** will be the higher minimum Liability Coverage limits required by the law in that state or province. However, we will not provide any Liability Coverage for an **accident** if the **Declarations Page** does not show you have purchased that Liability Coverage unless that state or province has a financial responsibility or similar law that requires us to do so; or
- B. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a **recreational vehicle** in that state or province, this Policy will provide the greater of:
 - 1. The minimum limits and types of coverage; or
 - 2. The applicable limits of liability provided for that **insured** under this Policy.

The coverage provided shall be reduced to the extent that other automobile liability insurance applies. No person may in any event collect more than once for the same loss.

FINANCIAL RESPONSIBILITY REQUIRED

When this Policy is certified as proof of financial responsibility, this Policy will comply with the law of the state in which the Policy is written to the extent required. If **we** make a payment for an **accident** which is not covered under the terms of this Policy but which **we** paid solely to comply with the terms of a financial responsibility certification, **you** must reimburse **us** to the extent of such payment.

OTHER INSURANCE

- A. If there is other applicable liability insurance, selfinsurance or bond, we will pay only our share of thedamages. Our share is the proportion that our limitsof liability bear to the total of all applicable limits withthe same priority. However, any insurance we provide shall be excess over any other collectible insurance, self-insurance or bond:
 - 1. For a recreational vehicle you do not own; or

- 2. If the recreational vehicle described on the Declarations Page is loaned to, borrowed by, or used by someone other than a family member.
- B. If the other insurer refuses to defend, we:
 - 1. Will continue to defend where required by law;
 - 2. Shall be subrogated to the **insured's** rights against the other insurer;
 - 3. Reserve our rights against such insurer; and
 - 4. Do not waive any of **our** rights against the other insurer by continuing to defend.

PART B > MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the Declarations Page, we will pay medical expenses and funeral service expenses arising out of bodily injury:
 - 1. Caused by an accident;
 - 2. Sustained by an insured; and
 - 3. Arising out of the **ownership**, maintenance or use of a **recreational vehicle**.

We will pay only those **medical expenses** and funeral service expenses incurred within three (3) years from the date of the **accident**.

- B. We have the right to review the medical expenses to determine if they are reasonable and necessary for diagnosis and treatment of bodily injury. We may use independent sources of information selected by us to assist us in determining if any medical expense is reasonable and necessary. These sources may include, but are not limited to:
 - 1. Physical exams paid for by **us** and performed by physicians **we** select;
 - 2. Review of medical files;
 - 3. Computer databases; or
 - 4. Published sources of **medical expense** information.
- C. We may refuse to pay for:
 - Any portion of a medical expense that is unreasonable because the fee for the service is greater than the usual and customary charge; and/or
 - 2. Any **medical expense** because the service rendered is unnecessary for the treatment of the **bodily injury** sustained.

If we refuse to pay for any portion of a **medical expense** because the fee is unreasonable or for any service because the service is unnecessary and the **insured** is sued for payment of this **medical expense**, we will defend the **insured** with an attorney of **our** choice. We will pay defense costs and any judgment against the **insured** up to **our** limit of liability for this coverage. The **insured** must cooperate with **us** in the defense of the lawsuit and attend depositions, hearings, or trials at **our** request. We will pay, upon written request by the **insured**:

- Reasonable loss of earnings to an **insured**, up to \$200 per day, that is incurred by an **insured** due to attendance at hearings, proceedings or trials at **our** request. The **insured** must provide **us** written proof of such loss; and
- Other reasonable expenses the insured incurs at our request as a result of a lawsuit by a health care provider to recover medical expenses we refuse to pay because the fee is unreasonable or unnecessary.
- D. We may refuse to pay for any medical services that are not provided and prescribed by a licensed medical provider and acting within the scope of that license.
- E. We will not pay for any portion of a **medical expense** that exceeds the amount that the medical provider charges to patients who do not have insurance.
- F. We have the right to make payment directly to a provider of necessary medical expenses and funeral service expenses if we have received an assignment of benefits on behalf of an insured.

ADDITIONAL DEFINITIONS – PART B > MEDICAL PAYMENTS COVERAGE

As used in this PART B:

- A. "Covered recreational vehicle" means:
 - Any recreational vehicle shown on your Declarations Page, unless you have asked us to delete that recreational vehicle from the Policy;
 - 2. A newly acquired recreational vehicle;
 - 3. Any **recreational vehicle** not **owned** by **you** while used on a temporary basis as a substitute for any other **recreational 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.

Coverage for a temporary substitute **recreational vehicle** shall not exceed sixty (60) days.

- B. "Insured" means:
 - 1. You or any family member:
 - a. While occupying; or
 - b. As a pedestrian when struck by:

a motor vehicle designed for use mainly on public roads.

- 2. Any other person while occupying a covered recreational vehicle when the covered recreational vehicle is being used with, and within the scope of, your permission.
- C. **"Medical expense"** and **"medical expenses"** mean the **usual and customary charge** for reasonable and necessary:
 - 1. Services, treatment, procedures and products provided by a licensed health care provider;
 - Medications, orthopedic and prosthetic devices, eyeglasses, hearing aids and other medical supplies when prescribed by a licensed health care provider; and
 - 3. Services, treatment, procedures and products provided by a licensed health care provider for physical therapy, vocational rehabilitation, occupational therapy and speech pathology and audiology.

"Medical expense" and "medical expenses" do not include any fees, costs or charges for:

- 1. Massage therapy not prescribed by a licensed doctor of chiropractic;
- 2. Treatment, services, products, or procedures that are:
 - a. Experimental or for research; or
 - b. Not commonly and customarily recognized in the medical profession in the United States as customary treatment for **bodily injury**;
- 3. Thermography, acupuncture or other related procedures of similar nature; or
- 4. The purchase or rental of equipment not primarily designed to serve a medical purpose.
- D. **"Own"**, **"owned"**, **"owner"** and **"ownership"**, with respect to a **recreational vehicle**, mean the person who:
 - 1. Holds the legal title to the **recreational vehicle**; or
 - 2. Has legal possession of a **recreational vehicle** that is:
 - a. Subject to a written security agreement; or
 - b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.

E. "Recreational vehicle" means:

- 1. A motor home; or
- Any other motor vehicle shown under the Recreational Vehicle section on the Declarations Page which is primarily used to tow a fifth wheel travel trailer owned by you and insured under this Policy.
- F. **"Usual and customary charge"** means the fees, costs or charges **we** determine that represents a common and typical charge for services in the geographical area in which the service is rendered. **We** may determine the **usual and customary charge** by using independent sources of **our** choice.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, MEDICAL PAYMENTS COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. **We** do not provide Medical Payments Coverage for any person for **bodily injury**:
 - Caused intentionally by, or at the direction of, an **insured** or that is, or should be, reasonably expected to result from an intentional act of an **insured** even if the actual **bodily injury** that results is different than that which was intended..
 - 2. Arising out of, and in the course of, employment if worker's compensation benefits, disability benefits or similar benefits are required or available for the **bodily injury**.
 - 3. Arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-theexpense car pool.
 - That occurs while the insured is employed or otherwise engaged in any motor vehicle business. However, this exclusion does not apply to the ownership, maintenance or use of a covered recreational vehicle by you or a family member.
 - 5. That occurs while maintaining or using any vehicle while an insured is employed or otherwise engaged in any business (other than farming or ranching) unless the use while engaged in any business is incidental. However, if a business or artisan use is noted on the Declarations Page for a recreational vehicle shown on the Declarations Page, this exclusion does not apply even if the business use is more than incidental to the ownership; maintenance; or use of that recreational vehicle by:
 - a. **You**;

- b. Any family member; or
- c. Any partner, agent or employee of **you** or any **family member**.
- 6. That occurs while any person is using a **recreational vehicle** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission. This does not apply to **you** or a **family member** when using or **occupying** a **covered recreational vehicle**.
- 7. Arising out of the ownership or use of a vehicle while it is used by a transportation network company driver who is logged onto a transportation network company's digital network as a driver but is not engaged in a transportation network company prearranged trip or while the driver who is logged onto a transportation network company s digital network provides a transportation network company prearranged trip. This exclusion does not apply when an insured is a passenger in a TNC vehicle not owned by an insured.
- 8. For which an insured:
 - 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.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.
- 9. Arising out of the **ownership**, maintenance or use of any **covered recreational vehicle** while **racing**.
- 10. Resulting from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
- 11. Caused by or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or
 - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.

- 12. Arising out of the **ownership**, maintenance or use of a **covered recreational vehicle** as a residence or premises.
- 13. Resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **recreational vehicle**.
- B. We do not provide Medical Payments Coverage for any insured for bodily injury arising out of the ownership, maintenance, or use of:
 - 1. Any vehicle, other than a **covered recreational vehicle** for which this coverage has been purchased, that is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 - 2. Any vehicle, other than a **covered recreational vehicle** for which this coverage has been purchased, that is:
 - a. Owned by any family member; or
 - b. Furnished or available for the regular use of any **family member**.

However, this Exclusion B.2. does not apply to **you**.

3. A covered recreational vehicle that:

- Has been rented, leased, subleased, loaned or given by you or a family member to another party in exchange for money, value, goods, services, compensation or reimbursement;
- b. Has been given in exchange for compensation;
- c. Is under a conditional sales agreement by **you** to another; or
- d. Has been entrusted to anyone other than you or a family member for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in your possession.

However, a. and b. of this exclusion B.3. does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

LIMIT OF LIABILITY

- A. The limit of liability shown on the **Declarations Page** for Medical Payments Coverage is the most **we** will pay for all damages arising out of and due to **bodily injury** for each person injured in any one **accident**. The limit of liability for Medical Payments Coverage shown on the **Declarations Page** is the most **we** will pay without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;

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- 3. Claims made;
- 4. Lawsuits filed;
- 5. Vehicles shown on the Declarations Page;
- 6. Premiums shown on the Declarations Page;
- 7. Vehicles involved in the accident; or
- 8. Premiums paid.
- B. Any payment under PART B > MEDICAL PAYMENTS COVERAGE will be reduced by any payment made to that person under PART A > LIABILITY COVERAGE, PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE or PART E > PERSONAL INJURY PROTECTION OR NO-FAULT COVERAGE.
- C. No one will be entitled to receive duplicate payments for the same elements of damage under PART B for which payment has been made:
 - Under any other coverage provided by this Policy;
 - 2. By or on behalf of the person or organization that may be legally responsible; or
 - 3. Under any other insurance.
- D. We will not pay that portion of any **medical** expense for which benefits are available or paid under any:
 - 1. Law which provides worker's compensation; or
 - Personal Injury Protection Coverage of this Policy. An insured may recover for medical expenses under Part B - Medical Payments Coverage or Part E - Personal Injury Protection Coverage, but cannot recover under both for the same medical expenses.

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.

ASSIGNMENT OF BENEFITS

We will pay for **medical expenses** directly to a licensed health care provider if the **insured** gives **us** a signed written assignment of benefits payable under PART B > MEDICAL PAYMENTS COVERAGE. If **we** pay benefits directly to a health care provider, **we** have no further duty or liability to pay those same benefits to an **insured** or to any other person or entity.

OTHER INSURANCE

- A. If there is other applicable insurance that provides coverage for **medical expenses** and/or funeral service expenses including, but not limited to, other motor vehicle medical payments coverage, personal injury protection coverage, no-fault coverage, worker's compensation, any insurance **we** provide for an **auto** that **you** do not **own** shall be excess.
- B. If there is any other insurance for medical expenses under an auto or recreational vehicle policy with the same priority as this Medical Payments Coverage, we will not pay more than our share of the unpaid covered medical expenses. Our share is the proportion that our limit of liability bears to the total of all applicable limits with the same priority.
- C. This Policy will be excess over any coverage afforded under any **auto** or **recreational vehicle** policy:
 - 1. To a permissive user of a **covered recreational vehicle**; or
 - 2. To an **insured** while using or **occupying** a **recreational vehicle** other than a **covered recreational vehicle**.

PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the **Declarations Page**, we will pay compensatory damages for which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:
 - 1. Sustained by that **insured**;
 - 2. Caused by an accident; and
 - 3. Arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will not pay for punitive or exemplary damages or statutory multiple damages.

ADDITIONAL DEFINITIONS – PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

As used in this PART C (I):

- A. "Insured" means:
 - 1. You or any family member.
 - 2. Any other person **occupying** a **covered recreational vehicle** with, and within the scope of, **your** express or implied permission.

- 3. Any person for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in A.1. or A.2. above. This shall not increase **our** limit of liability to an amount that exceeds the limit of liability applicable to that person referred to in A. 1 or A.2. above.
- B. 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:
 - 1. Is not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
 - 2. Has been reduced by payment of claims to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

Underinsured motor vehicle does not include any vehicle or equipment:

- 1. **Owned** by any governmental unit or agency 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 unit or agency for an amount not less than the limit of liability for this coverage.
- 2. Operated on rails or crawler treads;
- 3. Designed mainly for use off public roads while not on public roads;
- 4. While located for use as a residence or premises;
- 5. **Owned** by, furnished to or available for the regular use of **you** or any **family member**;
- 6. Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy; or
- 7. Which is an uninsured motor vehicle.
- C. **"Uninsured motor vehicle"** means a land motor vehicle or **trailer**:
 - 1. To which no **bodily injury** 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 a family member;
 - b. A vehicle that **you** or a **family member** are **occupying**; or
 - c. A covered recreational vehicle.
 - 3. To which a **bodily injury** 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.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

- 1. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
- 2. **Owned** by any governmental unit or agency 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 unit or agency for an amount not less than the limit of liability for this coverage.
- 3. Operated on rails or crawler treads;
- 4. Designed mainly for use off public roads while not on public roads;
- 5. While located for use as a residence or premises;
- 6. **Owned** by, furnished to or made available for the regular use of **you** or any **family member**;
- 7. Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy; or
- 8. Which is an **underinsured motor vehicle**.

ADDITIONAL DUTIES FOR PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

A person seeking coverage under PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE must also, in addition to the **GENERAL DUTIES**:

- 1. Promptly report any hit-and-run **accident** or **loss** to the police or other local law enforcement.
- 2. Notify the police within twenty-four (24) hours or as soon as practical after an **accident** that involves a hit-and-run vehicle or unknown driver.
- 3. Report the **accident** to **us**.
- 4. Serve a copy of any legal action and all pleadings on **us** as required by law.
- 5. Send **us** copies of legal papers if a lawsuit is commenced.
- 6. Promptly notify **us** in writing of an offer of settlement between the **insured** and the **owner**, operator or insurer of the **underinsured motor vehicle**.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE WILL NOT BE PROVIDED FOR

AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. We do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for bodily injury sustained by any insured:
 - If the **insured** or his or her legal representative, without thirty (30) days advance written notice to **us**, either:
 - a. Settles the bodily injury claim; or
 - b. Brings suit and obtains a judgment related to the **bodily injury** claim;

and, in doing so, impairs or prejudices **our** rights or interests.

- 2. If **our** interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for such **bodily injury** and **we** have not given prior written consent to the **insured** to proceed with that lawsuit.
- 3. Resulting from the intentional acts of that person.
- 4. While occupying a covered recreational vehicle while it is being used to carry persons or property for compensation or a fee, or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
- 5. While occupying any vehicle is used by a **transportation network company driver** who is logged onto a **transportation network company's digital network** as a driver at the time of loss.
- 6. While using a **recreational vehicle** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission. This exclusion does not apply to **you** or a **family member** when using or **occupying** a **covered recreational vehicle**.
- B. We do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for any insured for bodily injury arising out of the ownership, maintenance or use of:
 - Any vehicle which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy, that is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.

This includes a **utility trailer** of any type used with that vehicle.

- 2. Any vehicle which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy that is:
 - a. Owned by any family member; or

- b. Furnished or available for the regular use of any **family member**.
- C. Coverage under this PART C (I) shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - 1. Worker's compensation law; or
 - 2. Disability benefits law.
- D. We will not be bound by:
 - 1. Any settlement entered into without **our** consent; or
 - 2. Judgment entered into with a party who is liable for damages without **our** consent.

LIMIT OF LIABILITY

- A. The Uninsured or Underinsured Motorist Bodily Injury limit of liability shown on the **Declarations Page** for each person is the most we will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** sustained by any one person in any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- B. Subject to the limit of liability for each person, the Uninsured or Underinsured Motorist Bodily Injury limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- C. If the Declarations Page indicates that a combined single limit applies, the limit of liability shown is the most we will pay for the total of all damages, including derivative claims, arising out of and due to bodily injury and property damage as the result of any one accident. For the purpose of such limit of liability, all damages, including derivative claims, shall constitute a single claim. However, without changing this total limit of liability, we will comply with any law that requires us to provide any separate limits.
- D. The limits of liability for Uninsured or Underinsured Motorist Bodily Injury shown on the **Declarations Page** are the most **we** will pay as the result of any one **accident** without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;
 - 4. Lawsuits filed;
 - 5. Vehicles shown on the **Declarations Page**;
 - 6. Premiums shown on the **Declarations Page**;
 - 7. Vehicles involved in the **accident**;

- 8. Premiums paid; or
- 9. Policies issued by **us**.
- E. Any payment under PART C (I) > UNINSURED/ UNDERINSURED MOTORIST BODILY INJURY COVERAGE will be reduced by all sums:
 - Paid or payable from or on behalf of persons or organizations that may be legally liable. This includes, but is not limited to, all sums paid or payable under PART A > LIABILITY COVERAGE and PART E > PERSONAL INJURY PROTECTION COVERAGE.
 - In order to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out on the **Declarations Page** and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any worker's compensation law, disability benefits law, or any similar law, auto medical expense coverage or Personal Injury Protection Coverage.
- F. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART C (I) for which payment has been made:
 - 1. Under any other coverage provided by this Policy; or
 - 2. By or on behalf of the person or organization that may be legally responsible; or

OTHER INSURANCE

- A. If there is other Uninsured/Underinsured Motorist Bodily Injury Coverage, or similar insurance, that applies or is available under one or more policies, we will pay only our share of the damages or loss. Our share is the proportion that our limits of liability under this PART C (I) bears to the total of all applicable limits with the same priority as this coverage on either a primary or excess basis, whichever is applicable.
- B. However:
 - 1. Any insurance **we** provide with respect to a vehicle that **you** do not own shall be excess over any collectible insurance providing coverage on a primary basis.
 - 2. Any insurance **we** provide to an **insured** that is not **occupying** a **covered recreational vehicle** shall be excess over any collectible insurance.

ARBITRATION

- A. If **we** and an **insured** do not agree:
 - Whether the insured is legally entitled to recover damages for bodily injury from the driver of an uninsured motor vehicle or underinsured motor vehicle under this PART C (I); or
 - 2. On the amount of damages that are recoverable by the **insured**;

then upon mutual agreement of both parties, only these two issues may be submitted to arbitration. However, unless required by law, neither party may be compelled to participate in arbitration, and neither party shall be liable to the other for refusing to arbitrate.

- B. If both we and an insured agree to arbitration, each party will select a competent, licensed and impartial arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, you or we may request that a judge of a court of record, in the county where the insured lives, select the third arbitrator.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, local rules of law as to procedure and evidence will apply.
- D. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the **insured** is legally entitled to recover damages; and
 - 2. The amount of the damages.

However, the decision shall be binding only if the amount of damages awarded does not exceed:

- The limits for **bodily injury** shown on the Declarations Page for Uninsured Motorist Bodily Injury Coverage; or
- 2. The minimum limit for bodily injury.

If the amount of the arbitrators' award exceeds the **minimum limit** for **bodily injury**, either party may demand the right to trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made within sixty (60) days, the amount of damages agreed to by the arbitrators will be binding.

- E. The arbitrators shall have no authority to:
 - 1. Award an amount in excess of the limit of liability for this coverage as shown on the **Declarations Page**;
 - 2. Award any amount as **punitive** or **exemplary** damages or statutory multiple damages;
 - 3. Award any costs or fees;
 - 4. Award any amount as interest;
 - 5. Decide any coverage issue; or
 - 6. Decide any issues or resolve any dispute with respect to anything other than:
 - a. The legal liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; and

- b. The amount of compensatory damages that is recoverable by the **insured**.
- F. Each party will:
 - 1. Pay the costs, fees and other expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- G. Arbitration must be demanded in writing and agreed to by the parties within the applicable statute of limitation for filing suit for a contract action which is four (4) years.

PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

INSURING AGREEMENT

Subject to the limit of liability shown on the **Declarations Page**, for Uninsured/Underinsured Motorist Property Damage Coverage, we will pay compensatory damages for which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **property damage**:

- 1. To a covered recreational;
- 2. Caused by an accident; and
- 3. Arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will not pay for **punitive** or **exemplary damages** or **statutory multiple damages**.

ADDITIONAL DEFINITIONS FOR PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE

As used in this PART C (II):

- A. "Insured" means:
 - 1. You or a family member.
- 2. Any other person **occupying** a **covered recreational vehicle** with, and within the scope of, **your** express or implied permission.
- B. **"Property damage"** means injury to, destruction of or loss of use of:
 - 1. A covered recreational vehicle.
 - 2. Any property owned by an **insured** while contained in a **covered recreational vehicle**.
 - 3. Any property owned by **you** or any family member while contained in any vehicle not **owned**, but being operated, by **you** or any **family member**.
- C. **"Uninsured motor vehicle"** means a land motor vehicle or **trailer** of any type:
 - 1. To which no **property damage** 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 **covered recreational vehicle**.
- 3. To which a **property damage** 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.

However, **"uninsured motor vehicle"** does not include any vehicle or equipment:

- 1. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
- 2. **Owned** by any governmental unit or agency 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 unit or agency for an amount not less than the limit of liability for this coverage.
- 3. Operated on rails or crawler treads;
- 4. Designed mainly for use off public roads while not on public roads;
- 5. While located for use as a residence or premises;
- 6. **Owned** by, furnished to or available for the regular use of **you** or any **family member**.
- Which is shown on the **Declarations Page** or which is covered under PART A of this Policy; or
- 8. Which is an **underinsured motor vehicle**.
- D. **"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:
 - 1. Is not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
 - 2. Has been reduced by payment of claims to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

However, **underinsured motor vehicle** does not include any vehicle or equipment:

- 1. **Owned** by any governmental unit or agency 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

unit or agency for an amount not less than the limit of liability for this coverage.

- 2. Operated on rails or crawler treads;
- Designed mainly for use off public roads while not on public roads;
- 4. While located for use as a residence or premises;
- 5. **Owned** by, furnished to or available for the regular use of **you** or any **family member**;
- 6. Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy; or
- 7. Which is an uninsured motor vehicle.

ADDITIONAL DUTIES FOR PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

A person seeking coverage under PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE must also, in addition to the **GENERAL DUTIES**:

- 1. Promptly report any hit-and-run **accident** or **loss** to the police or other local law enforcement.
- 2. Notify the police within twenty-four (24) hours or as soon as practical after an **accident** that involves a hit-and-run vehicle or unknown driver.
- 3. Report the accident to us.
- 4. Serve a copy of any legal action and all pleadings on **us** as required by law.
- 5. Send **us** copies of legal papers if a lawsuit is commenced.
- 6. Promptly notify **us** in writing of an offer of settlement between the **insured** and the **owner**, operator or insurer of the **underinsured motor vehicle**.
- 7. Take reasonable steps after a **loss** to protect all property insured under PART C (II) from further **loss**. We will pay reasonable expenses incurred to protect that property. Any further **loss** due to failure to protect will not be covered under this Policy.
- 8. Permit **us** to inspect and appraise all **loss** covered under PART C (II) before its repair or disposal.
- 9. Authorize **us** to move the damaged **recreational vehicle** or **utility trailer** to a storage facility of **our** choice at **our** expense.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. We do not provide Uninsured/Underinsured Motorist Property Damage Coverage for property damage sustained by any insured:
 - 1. If the **insured** or his or her legal representative, without thirty (30) days advance written notice to **us**, either:
 - a. Settles the property damage claim; or
 - b. Brings suit and obtains a judgment related to the **property damage** claim;

and, in doing so, impairs or prejudices **our** rights or interests.

- If our interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for such property damage and we have not given prior written consent to the insured to proceed with that lawsuit.
- 3. Resulting from the intentional acts of that person.
- 4. That occurs while the **covered recreational vehicle** is being used to **carry persons or property for compensation or a fee**, or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
- 5. That occurs while any vehicle is used by a **transportation network company driver** who is logged onto a **transportation network company's digital network** as a driver at the time of loss..
- 6. For the first \$250 of property damage to the **covered recreational vehicle**.
- B. We do not provide coverage for property damage arising out of the ownership, maintenance, or use of a covered recreational vehicle that:
 - Has been rented, leased, subleased, loaned or given by you or a family member to another party in exchange for money, value, goods, services, compensation or reimbursement; or
 - 2. Has been given in exchange for compensation.

However, 1. and 2. of this exclusion does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

- C. Coverage under this PART C (II) will not apply directly or indirectly to benefit any insurer or self-insurer of property.
- D. We will not be bound by:
 - 1. Any settlement entered into without **our** consent; or
 - 2. Judgment entered into with a party who is liable for damages without **our** consent.

LIMIT OF LIABILITY

- A. The limit of liability for Uninsured Motorist Property Damage shown on the **Declarations Page** is the most we will pay for all property damage sustained in any one accident without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;
 - 4. Lawsuits filed;
 - 5. Vehicles shown on the Declarations Page;
 - 6. Premiums shown on the Declarations Page;
 - 7. Vehicles involved in the accident;
 - 8. Premiums paid; or
 - 9. Policies issued by **us**.
- B. In the event of a total loss to a recreational vehicle listed on the Declarations Page, you, or someone on your behalf, must provide us the key to such recreational vehicle at our request. If we are not provided the key to such recreational vehicle, we will reduce any amount payable to you by \$250 because of:
 - 1. The cost in duplicating the key; or
 - 2. The loss in salvage value.

This provision will not apply if **you** retain the salvage.

- C. Payments for **loss** covered under this PART C (II) are subject to the terms set forth here:
 - 1. No more than one deductible shall be applied to any one covered **loss**.
 - 2. In determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us** will be based on the cost of repair or on the cost of replacement parts and equipment which may be new, reconditioned, remanufactured or used including, but not limited to:
 - a. Original manufacturer parts or equipment; and
 - b. Non-OEM parts or equipment.
 - 3. The actual cash value is determined by the market value, age and condition of the covered recreational vehicle at the time the loss occurs.

- D. No one will be entitled to receive duplicate payments for the same elements of damages or **loss** under this coverage for which payment has been made:
 - 1. Under any other coverage provided by this Policy;
 - 2. By or on behalf of the person or organization that may be legally responsible; or
 - 3. Under any other insurance.
- E. Any payment to a person under this PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE shall be reduced by any payment made to that person under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE.
- F. For any **property damage** to which PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE of this Policy (or similar coverage from another policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:
 - 1. Neither one by itself is sufficient to cover the **loss**;
 - 2. **You** pay the higher deductible amount (but **you** do not have to pay both deductibles); and
 - 3. **You** will not recover more than the actual damages.

PAYMENT OF LOSS

- A. At **our** option, **we** may pay for the **loss** in money or repair or replace the **property damage**.
- B. **We** may make payment for a **loss** to **you**, the owner of the property or the lienholder.
- C. If we make a payment for a total loss of a covered recreational vehicle, you must transfer the title of that recreational vehicle to us at or before the time of payment, unless you keep the salvage of the totaled covered recreational vehicle.
- D. A party with an additional interest in a **covered recreational vehicle** shall have no greater rights than **your** rights to recover for a **loss**.

PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered recreational vehicle** is nondrivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the **covered recreational vehicle** to a secure, storage free inspection facility.

OTHER INSURANCE

A. If there is other Uninsured/Underinsured Motorist Property Damage Coverage, or similar insurance, that applies and is available under one or more policies, **we** will pay only **our** share of the damages or **loss**. **Our** share of the damages or **loss** is the proportion that **our** limit of liability under this PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE bears to the total of all applicable limits with the same priority as this coverage on either a primary or excess basis, whichever is applicable. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy.

B. However:

Any insurance **we** provide with respect to a **covered recreational vehicle** shall be excess over any other property insurance, self-insurance or other source of recovery that covers that **property damage**.

ARBITRATION

- A. If we and an insured do not agree:
 - Whether the insured is legally entitled to recover damages for property damage from the driver of an uninsured motor vehicle or underinsured motor vehicle under this Part C (II); or
 - 2. The amount of damages that are recoverable by the **insured**;

then upon mutual agreement of both parties, these two issues only may be submitted to arbitration. However, unless required by law, neither party may be compelled to participate in arbitration nor shall be liable to the other for refusing to arbitrate.

- B. If both we and an insured agree to arbitration, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, either may request that selection of a third arbitrator be made by a judge of a court having jurisdiction.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, local rules of law as to procedure and evidence will apply.
- D. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the **insured** is legally entitled to recover damages; and
 - 2. The amount of the damages.

However, the decision shall be binding only if the amount of damages awarded does not exceed:

 The limits for property damage shown on the Declarations Page for Uninsured or Underinsured Motorist Property Damage; or

2. The minimum limit for property damage.

If the amount exceeds the **minimum limit** for **property damage**, either party may demand the right to trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made within sixty (60) days, the amount of damages agreed to by the arbitrators will be binding.

- E. The arbitrators shall have no authority to:
 - 1. Award an amount in excess of the limit of liability;
 - 2. Award any amount as **punitive** or **exemplary** damages or statutory multiple damages;
 - 3. Award any costs or fees;
 - 4. Award any amount as interest;
 - 5. Decide any coverage issue; or
 - 6. Decide any issues or resolve any dispute with respect to anything other than:
 - a. The legal liability of the owner or operator of an **uninsured motor vehicle**; and
 - b. The amount of compensatory damages that are recoverable by the **insured**.
- F. Each party will:
 - 1. Pay the costs, fees and other expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- G. Arbitration must be demanded in writing and agreed to by the parties within the applicable statute of limitation for filing suit for a contract action which is four (4) years.

PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

INSURING AGREEMENT – COLLISION COVERAGE

If Collision Coverage is shown on the **Declarations Page**, we will pay for loss to a covered recreational vehicle caused by a collision. Our payment will be reduced by the applicable deductible shown on the **Declarations Page**.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If Comprehensive Coverage is shown on the **Declarations Page**, we will pay for **loss** to a **covered recreational vehicle** and its equipment caused by a peril other than **collision** such as:

- 1. Missiles or falling objects;
- 2. Fire or lightning;
- 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. Impact with a bird or animal; or
- 10. Breakage of glass, except breakage of glass caused by a **collision**.

Our payment will be reduced by the applicable deductible shown on the **Declarations Page**.

LOCKSMITH SERVICES

We will pay up to \$50 for the expense you incur for a locksmith's service if a covered recreational vehicle's ignition or door key is lost, stolen or locked in the covered recreational vehicle.

THEFT REWARD

We will pay \$1,000 to any person providing information which directly results in the conviction of any person(s) involved in the total theft of a **covered recreational vehicle**. The total amount **we** will pay for any such conviction is \$1,000 regardless of the number of persons who may provide information resulting in any such conviction and regardless of the number of persons convicted of the crime.

FIRE DEPARTMENT SERVICE PROTECTION

If Comprehensive Coverage applies to the **covered recreational vehicle**, **we** will pay up to \$1000 for **your** liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect the **covered recreational vehicle** from a covered **loss**. No deductible applies to this coverage.

TOW BAR/TOW DOLLY COVERAGE

In the event of a **loss** covered under this PART D, **we** will pay to repair or replace, at **our** option, a tow bar or tow dolly, up to the Tow Bar/Tow Dolly Coverage limit shown on the **Declarations Page**, if:

- A. The tow bar or tow dolly is damaged or stolen; and
- B. The tow bar or tow dolly is designed:
 - 1. To tow a private passenger type vehicle behind a **motor home**; and
 - 2. The private passenger type vehicle has at least two (2) wheels remaining on the ground while being towed.

Our payment will be reduced by the applicable deductible shown on the **Declarations Page** for Comprehensive Coverage and/or Collision Coverage.

WINDSHIELD REPAIRS

If we have the window glass of a **covered recreational vehicle** repaired rather than replaced, we will waive any applicable deductible and pay the entire cost of the repair. It is the insured's decision as to whether the window glass should be repaired or replaced.

PET PROTECTION

If your pet is occupying a covered recreational vehicle involved in a covered collision or comprehensive loss, we will provide up to:

- \$1000 per incident, regardless of the number of your pets involved, up to \$3,000 per policy period for pet injury treatment or pet replacement;
- \$25 per day up to \$125 per policy period for boarding fees if you are hospitalized and unable to care for your pet;
- 3. \$75 per policy period for recovery costs if **your pet** is missing after the **accident**; and
- 4. \$125 per policy period for replacing pet-related travel equipment damaged in the **accident**.

Any payment **we** make for **pet replacement** will be reduced by any prior payments **we** made for **pet injury treatment** for **your pet** resulting from the same incident. No deductible applies to this coverage.

TOWING AND LABOR COVERAGE

- A. If Towing and Labor Coverage is shown on the **Declarations Page**, we will pay the reasonable cost, as determined by **us**, that **you** incur for a **covered recreational vehicle** for:
 - Mechanical labor up to one hour at the place where the covered recreational vehicle broke down;
 - Towing to the nearest place where the necessary repairs can be made during regular business hours if the covered recreational vehicle will not run;
 - Towing the covered recreational vehicle out if it is stuck on or immediately next to a public roadway; and
 - 4. Delivery of gas, oil, battery or change of tire.
- B. Towing and Labor Coverage will apply only to the **covered recreational vehicle** for which this coverage and specific premium are shown on the **Declarations Page**.
- C. **We** will not pay for the cost of the necessary repairs or the cost of the gas, oil, battery or tire.
- D. This coverage is limited to no more than six (6) occurrences per policy period.
- E. **You** will not be entitled to receive duplicate payment under this coverage for reasonable costs **you** incur and which are covered elsewhere under this Policy.
- F. **We** will only provide Towing and Labor Coverage within the policy territory as defined in the GENERAL PROVISIONS of this Policy.

EMERGENCY EXPENSE COVERAGE

Losses Occurring Away from Home:

A. In the event a **loss** covered under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE causes the **covered** **recreational vehicle** to be rendered uninhabitable or inoperable more than fifty (50) miles from the principal garaging or storage location, **we** will pay **you** for the expenses **you** incur for lodging, transportation, meals and pet boarding;

- B. We will pay up to \$250 per day up to the maximum limit displayed on the Declarations Page per loss until the covered recreational vehicle is repaired or returned to its principal garaging or storage location; and
- C. The maximum limit displayed on the **Declarations Page** is the most **we** will pay for such expenses regardless of any other emergency expense allowance, additional living expenses, or transportation expense coverage in **your** Policy.

ADDITIONAL DEFINITIONS - PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE

As used in this PART D:

- A. "Additional recreational vehicle" means a recreational vehicle or utility trailer that you acquire in addition to the recreational vehicle(s) or utility trailer(s) shown on the Declaration Page, if:
 - 1. No other insurance applies to the acquired **recreational vehicle** or **utility trailer**;
 - Within thirty (30) calendar days after you become the owner of the additional recreational vehicle, you ask us to add the additional recreational vehicle to your Policy; and
 - 3. The additional recreational vehicle is a:
 - a. Recreational vehicle, we insure all recreational vehicles owned by you on the date you take possession of the recreational vehicle; or
 - b. Utility trailer, we insure all utility trailers owned by you on the date you take possession of the utility trailer.

If you ask us to insure the additional recreational vehicle within thirty (30) calendar days after you acquire the recreational vehicle or utility trailer and we agree to insure it, any coverage we provide for the additional recreational vehicle is subject to the following conditions:

- On the date you become the owner, an additional recreational vehicle will have the broadest coverage we provide on any:
 - a. Recreational vehicle shown on the Declarations Page, if the additional recreational vehicle is a recreational vehicle; or
 - b. Utility trailer shown on the Declarations Page, if the additional recreational vehicle is a utility trailer.

- 2. Any coverage **you** ask **us** to add to the **recreational vehicle** or **utility trailer** or any increase of limits of liability shall not begin until after:
 - a. We agree to add the coverage or increase the limits; and
 - b. You pay any additional premium when due.
- B. **"Collision"** means the upset of a **covered recreational vehicle** or its impact with another vehicle or object.
- C. **"Original equipment manufacturer"** and **"OEM"** mean parts or items:
 - 1. Produced and/or installed by the manufacturer of the **recreational vehicle**; or
 - 2. Produced by a vendor of the manufacturer of the **recreational vehicle** that the manufacturer intends as a part of the **recreational vehicle** or manufacturer's option when new.
- D. **"Pet injury treatment"** means reasonable and customary veterinary costs incurred by **you** or a **family member** for treatment of **your pet** that is injured in a covered **loss** while **occupying** a **covered recreational vehicle**. Reasonable and customary veterinary costs include any medications or procedures prescribed by a veterinarian.
- E. **"Pet replacement"** means the cost to replace **your pet** with one of like kind and quality, if **your pet**:
 - 1. Dies as the result of a covered **loss**; or
 - 2. Is occupying the covered recreational vehicle during a covered total theft loss and your pet is not recovered.

This does not include any training, grooming, veterinary bills, or any other expenses other than the cost to replace **your pet** itself.

- F. "Replacement recreational vehicle" means a recreational vehicle or utility trailer that you acquire to replace a recreational vehicle or utility trailer shown on the Declarations Page if no other insurance applies to the acquired recreational vehicle or utility trailer and we insure all:
 - 1. Recreational vehicles that you own, if the replacement recreational vehicle is a recreational vehicle; or
 - 2. Utility trailers that you own, if the replacement recreational vehicle is a utility trailer.

Any coverage **we** provide for a **replacement recreational vehicle** is subject to the following terms:

- On the date you become the owner of a replacement recreational vehicle, if coverage applies under this Policy, that replacement recreational vehicle will have the same coverage as the recreational vehicle or utility trailer shown on your Declarations Page that is being replaced.
- 2. The deductible that applies to a **replacement recreational vehicle** shall be the same as the **recreational vehicle** or **utility trailer** it replaced.
- All coverage we provide for the replacement recreational vehicle ends thirty (30) calendar days after you become the owner if you do not ask us to insure it within those thirty (30) calendar days.
- 4. Any coverage **you** ask **us** to add to the **recreational vehicle** or **utility trailer** or any increase of limits of liability shall not begin until after:
 - a. **We** agree to add the coverage or increase the limits; and
 - b. You pay any additional premium when due.
- G. **"Your pet"** means a dog or cat owned by **you** or a **family member**.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY. IF ANY EXCLUSION APPLIES, COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE WILL NOT BE PROVIDED FOR AN ACCIDENT OR LOSS THAT OTHERWISE WOULD BE COVERED UNDER THIS POLICY.

- A. We will not pay for:
 - 1. Loss:
 - a. Caused intentionally by, or at the direction of, **you** or any **family member**; or
 - b. That is, or should be, reasonably expected to result from an intentional act of **you** or any **family member**;

even if the actual **loss** or damage is different than that which was intended.

However, this exclusion does not apply to an innocent spouse or an innocent **insured**.

- 2. Loss to a covered recreational vehicle that occurs while it is being used to carry persons or property for compensation or a fee or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
- 3. Loss to a covered recreational vehicle being maintained or used by any person while

employed or otherwise engaged in any **motor** vehicle business.

- 4. Loss to a covered recreational vehicle while maintained or used by any person employed or otherwise engaged in any business (other than farming or ranching) unless the use while engaged in any business is incidental. If a business or artisan use is noted on the Declarations Page for a recreational vehicle shown on the Declarations Page, this exclusion does not apply to the ownership, maintenance, or use of that recreational vehicle by:
 - a. You; or
 - b. Any family member.
- 5. Loss to any vehicle for which insurance:
 - a. Is afforded under a nuclear energy liability policy; or
 - b. Would be afforded under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For purposes of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters;
- c. Nuclear Insurance Association of Canada.
- 6. Loss to a covered recreational vehicle while such recreational vehicle is engaged in racing.
- Loss that occurs while a covered recreational vehicle is being used in the course of committing a crime. This does not apply to loss that occurs when the covered recreational vehicle has been stolen.
- 8. Loss to a covered auto or any non-owned auto arising out of the ownership or use of an auto while it is used by a transportation network company driver who is logged onto a transportation network company's digital network as a driver but is not engaged in a transportationnetwork company prearranged trip or while the driver logged onto a transportation network company's digital network provides a transportation network company prearranged trip. This exclusion does not apply when an insured is a passenger in a TNC vehicle owned by an insured.
- 9. Loss caused by or as any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;

- e. Radioactive contamination; or
- f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
- 10. Damage due and confined to:
 - a. Wear and tear;
 - b. Prior loss or damage;
 - c. Freezing;
 - d. Mechanical or electrical breakdown or failure;
 - e. Manufacturer's defects or faulty materials;
 - f. Road damage to tires; or
 - g. **Your** lack of routine and/or proper maintenance as prescribed by the manufacturer.

This exclusion does not apply if the damage results from the total theft of a **covered recreational vehicle** to which Comprehensive Coverage under this Policy applies.

- 11. **Loss** caused directly or indirectly by any of the following:
 - Water leakage or seepage unless the result of any other covered loss under PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE;
 - b. Gradual deterioration;
 - c. Rust or corrosion;
 - d. Wet or dry rot; or
 - e. Dampness of atmosphere or temperature extremes.

This exclusion does not apply to damages resulting from the total theft of the **covered recreational vehicle**.

- 12. Loss to a covered recreational vehicle due to or as a consequence of:
 - a. Destruction, seizure or confiscation by government or civil authorities including, but not limited to, destruction, seizure, or confiscation by any federal or state law enforcement officer in connection with any violation of any controlled substances law for which **you** are convicted; or
 - b. Repossession by any entity acting on behalf of the **owner** of the **covered recreational vehicle**.

This exclusion does not apply to the interests of Loss Payees in a **covered recreational vehicle**.

13. Loss to equipment designed or used for the detection or location of radar, laser or other

speed measuring equipment or its transmission.

- 14. Loss to portable equipment, devices, accessories and any other personal effects that are not permanently installed on the covered recreational vehicle. This includes, but is not limited to:
 - a. Wearing apparel;
 - b. Tools;
 - c. Tapes, records, compact discs, DVDs or other recording or recorded media;
 - d. Any containers designed to carry or store tapes, records, compact discs, DVDs or other recording or recorded media;
 - e. Personal computers, telephones, DVD players, two-way mobile radios or televisions; or
 - f. Any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.
- 15. Loss due to theft, larceny or conversion of a covered recreational vehicle or its equipment by you, a family member or any other persons listed as a driver on the Declarations Page.
- 16. Loss to a covered recreational vehicle:
 - a. Prior to its delivery to you; or
 - b. Due to theft prior to its delivery to **you**.
- 17. Loss resulting from the purchase of a covered recreational vehicle from any person or organization other than the recreational vehicle's rightful owner.
- 18. Loss arising out of any liability assumed by you or a family member under any contract or agreement.
- 19. Loss to internal equipment or furnishings, whether permanently attached to the covered recreational vehicle or not, due and confined to scorching, marring, scratching or breakage unless:
 - a. The breakage is to glass which is permanently a part of or attached to the **covered recreational vehicle**;
 - b. The cause of such damage is malicious mischief, vandalism, riot, civil commotion, fire or lightning; or
 - c. The damage results from the theft of the **covered recreational vehicle**.
- 20. **Loss** due to vermin, insects, birds, animals or rodents. This exclusion does not apply to damage from **collision** with birds or animals.
- 21. Loss to a covered recreational vehicle caused by previously unrepaired damage.

- B. We do not provide coverage for loss arising out of the ownership, maintenance or use of a covered recreational vehicle that:
 - Has been rented, leased, subleased, loaned or given by you or a family member to another party in exchange for money, value, goods, services, compensation or reimbursement;
 - 2. Has been given in exchange for compensation;
 - 3. Is under a conditional sales agreement by **you** to another; or
 - 4. Has been entrusted to anyone other than **you** or a **family member** for consignment; sale; promoting sale; subleasing; leasing; renting; or selling and is no longer in **your** possession.

However, 1. and 2. of this exclusion B. does not apply when the **insured** lends a **covered recreational vehicle** to another person for reimbursement of operating expenses only.

LIMIT OF LIABILITY

- A. **Our** limit of liability for **loss** shall not exceed the lowest of the:
 - 1. Actual cash value reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
 - b. Its salvage value if **you** or the **owner** retain the salvage;
 - 2. Amount necessary to repair or replace the property with other property of like kind and quality reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
 - b. Its salvage value if **you** or the **owner** retain the salvage; or
 - 3. Stated amount shown on the **Declarations Page**, if any.
- B. If you have declared a stated amount for a specific recreational vehicle shown on the Declarations Page, that stated amount is the most we will pay for loss to that recreational vehicle, including its customized equipment and parts.
- C. In repairing damaged property, **we** may specify the use of mechanical, non-safety related automobile parts not made by the original manufacturer. These parts will be at least equal in terms of fit, kind, quality, performance and warranty to the original manufacturer parts they replace. If **we** specify the use of non-**OEM** parts, **we** will identify each such part on **your vehicle** repair estimate.
- D. In determining the amount necessary to repair the damaged parts, **we** will not pay more than the prevailing competitive labor rates charged in the area in which the property is to be repaired. **We** will

also not pay more than the cost of repair or replacement parts as reasonably determined by us. PART D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE does not cover, and we will not pay for, diminution in value.

- E. In the event of a total **loss** to a **recreational vehicle** listed on the **Declarations Page**, **you**, or someone on **your** behalf, must provide **us** the key to such **recreational vehicle** at **our** request. If **we** are not provided the key to such **recreational vehicle**, **we** will reduce any amount payable to **you** by \$250 because of:
 - 1. The cost in duplicating the key; or
 - 2. The loss in salvage value.

This provision will not apply if **you** retain the salvage.

- F. Payments for **loss** covered under this PART D are subject to the terms set forth here:
 - 1. No more than one deductible shall be applied to any one covered **loss**.
 - 2. In determining the amount necessary to repair damaged property to its pre-**loss** condition, the amount to be paid by **us** will be based on the cost of repair or on the cost of replacement parts and equipment which may be new, reconditioned, remanufactured or used including, but not limited to:
 - a. Original manufacturer parts or equipment; and
 - b. Non-**OEM** parts or equipment.
 - 3. The **actual cash value** is determined by the market value, age and condition of the vehicle at the time the **loss** occurs.
 - Duplicate recovery for the same elements of loss is not permitted. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 - Any other coverage provided by this Policy; or
 - b. Under any other **auto** or **recreational vehicle** insurance
- G. After an **accident** to which PART D applies, **we** will pay reasonable charges, for transporting and storing a **covered recreational vehicle** to a repair facility near the location of **loss**.
- H. For any **property damage** to which PART C (II) UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE of this policy (or similar coverage from another policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:
 - 1. Neither one by itself is sufficient to cover the loss;

- 2. **You** pay the higher deductible amount (but you do not have to pay both deductibles); and
- 3. **You** will not recover more than the actual damages.

PAYMENT OF LOSS

- A. At **our** option, **we** may pay for the **loss** in money or repair or replace the damaged or stolen property.
- B. We may, at our expense, return any stolen property to you or to the address last known by us. If we return stolen property, we will pay for any direct physical damage to a covered recreational vehicle, or its equipment, resulting from the theft, subject to the provisions of the LIMIT OF LIABILITY section. We may keep all or part of the property at an agreed or appraised value, but there shall be no abandonment to us.
- C. We may make payment for a loss to you, the owner of the property or the lienholder.
- D. If we make a payment for theft or total loss of a covered recreational vehicle, you or the owner must transfer the title of that covered recreational vehicle to us at or before the time of payment, unless you or the owner keep the salvage of a totaled covered recreational vehicle.
- E. A party with an additional interest in a **covered recreational vehicle** shall have no greater rights than **your** rights to recover for a **loss**.

PERMISSION TO RELEASE VEHICLE

This Policy allows us to act as an agent on your behalf in the event a recreational vehicle or utility trailer listed on the **Declarations Page** is non-drivable and incurring storage and/or any additional accident related expenses thus conferring authority for us to move the listed recreational vehicle or utility trailer to a secure, storage free inspection facility.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

- A. If other collectible insurance and bonds also cover the **loss** to a **covered recreational vehicle**, and:
 - 1. You or a family member are occupying the covered recreational vehicle at the time of loss; or
 - 2. The vehicle is in the care, custody and control of **you** or a **family member**;

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. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy.

- B. If other insurance also covers the **loss** to a **covered recreational vehicle**, and:
 - 1. You or a family member are not occupying the covered recreational vehicle at the time of loss; and
 - 2. The vehicle is in the care, custody and control of someone other than **you** or a **family member**;

any insurance **we** provide shall be excess to all other collectible insurance and bonds.

APPRAISAL

- A. 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, licensed and impartial appraiser within fifteen (15) days of the demand for appraisal. The two appraisers will select an umpire. If they are unable to agree upon an umpire within fifteen (15) days, we or you may request that a judge of a court of record, in the county where you live, select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - 1. Pay its chosen appraiser; and
 - 2. Bear the expenses of the appraisal and umpire equally.
- B. Appraisers have authority only to decide the amount of the **loss**. The appraisers have no authority to:
 - 1. Make any coverage decisions under the Policy; or
 - 2. Award any fees, interest or costs.

LOSS PAYABLE CLAUSE

- A. Subject to all the terms of this Policy, **loss** or damage shall be paid, as interest may appear, to the **named insured** and/or the loss payee shown on the **Declarations Page** of this Policy, both jointly or separately, at **our** discretion.
- B. The loss payee's interest will not be protected if the loss results from your fraudulent acts or omissions, conversion, secretion or embezzlement of a covered recreational vehicle or if the loss is not payable to you under the terms of this Policy.
- C. We reserve the right to cancel or nonrenew this Policy as permitted by policy terms and state law. The cancellation or nonrenewal shall terminate this agreement as to the loss payee's interest. If we are required by law or regulation to give the loss payee notice of cancellation, we will give such notice in accordance to such law or regulation. In addition, any continuance of coverage protecting the loss payee's interest shall terminate on the effective date of a policy contract or insurance binder for similar coverage issued by another insurance carrier.

- D. In the event the loss payee makes a claim under this Policy, the loss payee shall be required to abide by all terms and conditions of this Policy applicable to **you** and shall have no greater rights than **you** to receive payment.
- E. When **we** pay the loss payee, **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.
- F. This clause has no effect if the name of the loss payee is not shown on the **Declarations Page**.

PART E > 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, surgical, x-ray, or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing expenses and funeral services.
 - 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.

As a condition of receiving loss of income benefits, the **covered person** must provide **us** with reasonable medical proof of disability related to the injury causing the loss of income.

Loss of income is the difference between:

- 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.

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.

- Reasonable and necessary expenses incurred for obtaining essential 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.

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.

ADDITIONAL DEFINITION – PART E > PERSONAL INJURY PROTECTION COVERAGE

- A. "Covered person" as used in this PART E 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 recreational vehicle 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 a **covered auto**) which is owned by **you**.
- 5. By a **family member** while occupying, or when struck by any motor vehicle (other than a **covered auto**) which is **owned** by a **family member**.

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 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.

B. No one will be entitled to receive duplicate payment for the same elements of damage.

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 thirty (30) days after satisfactory proof of claim is received.
- B. Modification. The OUR RIGHT TO RECOVER PAYMENT section of GENERAL PROVISIONS does not apply to this coverage.

ASSIGNMENT OF BENEFITS

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

GENERAL PROVISIONS

ADDITIONAL DEFINITIONS USED IN THIS SECTION

- A. "Mail", "mailing" or "mailed" means:
 - 1. Delivery by **us** to any of the following:
 - a. United States Postal Service; or
 - b. Public or private mail carrier;
 - 2. Sent by **us** through electronic transmission, if not prohibited by state law; or
 - 3. Any other methods allowed by law.
- B. **"Proof of mailing"** means sufficient evidence that a correspondence or notice has been presented to the United States Postal Service for mailing. **Proof of mailing** includes, but is not limited to, any form of certificate of mailing or certificate of bulk mailing issued by the United States Postal Service, including a Certificate of Bulk Mail or any other form allowed by state law.

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this Policy.

CHANGES

A. This Policy, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued by **us**, contain all the agreements between **you**

and **us**. Its terms may not be changed or waived except in writing by **us**.

- B. The premium for each **covered recreational vehicle** is based on information **we** have received from **you** or other sources. **You** agree:
 - That if any of this information material to the development of the Policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.
 - 2. To cooperate with **us** in determining if this information is correct and complete.
 - 3. To advise **us** of any changes such as the following which **we** consider material to the development of the Policy premium:
 - a. The number or types of **covered recreational vehicles**;
 - b. The operators using the recreational vehicle insured under your Policy (either additions or deletions);
 - c. People residing in your household;
 - d. **Your** address and/or the principal place where **you** garage any of the **recreational vehicles** insured under this Policy;
 - e. The use of **recreational vehicles** insured under **your** Policy;
 - f. **You** or a **family member** obtain a driver's license or operator's permit or have a driver's license revoked, suspended or reinstated; or
 - g. The marital status of **you**, a **family member** or any **regular operator**.
- C. Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change. Premium adjustments may include, but are not limited to, changes in:
 - 1. **Recreational vehicles** insured under the Policy;
 - 2. Use of the **recreational vehicles** insured under the Policy;
 - 3. Drivers;
 - 4. Coverages or coverage limits;
 - Principle place where you garage any of the recreational vehicles insured under this Policy;
 - 6. Eligibility for discounts or surcharges or other premium credits or debits;
 - 7. Marital status; or
 - 8. Other factors permitted by law.

- D. We may revise your Policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your Policy will automatically provide the additional coverage as of the date the revision is effective in your state. This does not apply to changes made with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is made through introduction of a subsequent edition of your Policy or an amendatory endorsement.
- E. If **you** ask **us** to delete a **recreational vehicle**, no coverage will apply as of the date and time **you** ask **us** to delete such **recreational vehicle**.
- F. If we make a change to this Policy during the policy period that broadens any coverage without an additional premium charge, you will have the broadened coverage if that coverage is in effect on the date of change. The effective date of a change will be the date we implement that change in the state in which the Policy is written.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems or tools to determine any amounts to be paid under this Policy. These systems or tools may be developed by **us** or by third parties and may include computer software, databases and special technology.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this Policy. In addition, under PART A > LIABILITY COVERAGE, no legal action may be brought against us unless:
 - We agree in writing that the insured has an obligation to pay for damages due to a covered accident; 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 legal action against us or to make us a party to any legal proceeding to determine the liability of the insured.
- C. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for a legal proceeding absent any specific and formal written request to do so.
- D. Any lawsuit against us for benefits under any part of this Policy, or any lawsuit filed against us by an insured following an accident, must be commenced within two years and one day from the date the cause of action first accrues.

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 whatever is necessary to enable us to exercise our rights;
 - 2. Do nothing after an **accident** or **loss** to prejudice **our** rights;
 - 3. Deliver to **us** any legal papers relating to that recovery;
 - 4. Take the necessary or appropriate action, through a representative designated by **us**, to recover payment as damages from the responsible person or organization; and
 - 5. Execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

However, **our** rights under this paragraph A. do not apply under Part D > COVERAGE FOR DAMAGE TO YOUR RECREATIONAL VEHICLE against any person using a **covered recreational vehicle** with the **owner's** express or implied permission.

- B. If **we** make a payment under this Policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for **us** the proceeds of the recovery; and
 - 2. Reimburse **us** to the extent of **our** payment.
- C. If we pursue recovery from a liable party:
 - You permit us to seek recovery of any deductible that may apply, but we have no duty to do so. We will notify you if we do not intend to collect the deductible.
 - 2. We reserve the right to compromise or settle the deductible and property damage claims against the responsible parties for less than the full amount. For those sums, **you** agree to be bound by:
 - a. A settlement agreement entered into by **us** and the liable party; or
 - b. The outcome of appraisal or arbitration.
 - If the total recovery is less than the total of our payment and the deductible, we will reduce reimbursement of the deductible to you based on the proportion that the actual recovery bears to the total of our payment and the deductible.

POLICY PERIOD AND TERRITORY

A. This Policy applies only to **accidents** or **losses** which occur:

- 1. During the policy period as shown on the **Declarations Page**; and
- 2. Within the policy territory.
- B. The policy territory is:
 - 1. The United States of America, its territories or possessions; or
 - 2. Canada.

This Policy also applies to covered **accidents** or covered **losses** while the **recreational vehicle** insured under this Policy is being transported

POLICY TERMINATION

- A. Cancellation
 - 1. This Policy may be cancelled during the policy period as follows:
 - a. You may cancel by:
 - i. Returning this Policy to us; or
 - ii. Giving us, or our authorized representative, advance written notice of the date cancellation is to take effect. The effective date of the cancellation shall be either the date we receive such notice or the date specified in the notice, whichever is later. We may, at our option, waive the requirement that the notice state a future date for cancellation and cancel the Policy as of the effective date shown in the notice.
 - We may cancel this Policy by mailing a notice of cancellation to the named insured at the address last known by us:
 - i At least ten (10) days notice:
 - 2. When this Policy has been in effect for less than sixty (60) days, **we** may cancel this Policy for any lawful reason. Notice of Cancellation will be provided as required by state law and will be provided not later than the tenth (10) day before the effective date of cancellation.
 - After this Policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, we will cancel only for one or more of the following reasons:
 - a. If cancellation is for nonpayment of premium; or
 - b. If you submit a fraudulent claim; or
 - c. It **your** driver's license or motor vehicle registration or that of:
 - i. Any driver who lives with you; or
 - ii. Any driver. who customarily uses a **covered auto** has been suspended or revoked. However, we will not cancel if **you** consent to the attachment of an

endorsement eliminating coverage when a **covered auto** is being operated by the driver whose license has been suspended or revoked.

d. If the department determines that the continuation of the policy would violate or place **us** in violation of the Insurance Code or any other law governing the business of insurance in Texas.

We may not cancel this Policy based solely on the fact that **you** are an elected official.

B. Nonrenewal

If we decide not to renew or continue this Policy, we will mail notice to the named insured at the address last known by us. Notice will be mailed at least thirty (30) days before the end of the policy period. Subject to this notice requirement, if the policy period is:

- 1. Less than one year, **we** will have the right not to renew or continue this Policy at the Policy anniversary date.
- 2. 1 year or longer, **we** will have the right not to renew or continue this Policy at each anniversary of its original effective date.

We will not refuse to renew because of the age of the **insured**. **We** may not refuse to renew this Policy based solely on the fact that **you** are an elected official.

In accordance with Texas Insurance Code section 551.1053, if an **insured** fails or refuses to cooperate with **us** in the investigation, settlement or defense of a claim or action; or **we** have been unable to contact the **insured** after using reasonable efforts to do so, **we** will provide written notice to the **named insured** stating:

- How the **insured** failed or refused to cooperate, including failure as a result of **our** inability to contact the **insured**;
- 2. The claim or action for which **we** are requesting cooperation; and
- 3. We will not renew the policy if the **insured** continues to fail or refuse to cooperate.

If the **named insured** fails or refuses to cooperate with **us** in the investigation, settlement or defense of a claim or action described by such notice, **we** will not renew the policy.

C. Automatic Termination

 If we offer to renew or continue your Policy 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.

- 2. If other insurance is obtained on a **covered recreational vehicle**, any similar insurance provided by this Policy will terminate as to that **recreational vehicle** on the effective date of the other insurance.
- 3. If a **covered recreational vehicle** is sold or transferred to someone other than **you** or a **family member**, insurance provided by this Policy will terminate as to that **recreational vehicle** on the effective date of the sale or transfer.
- 4. Nothing in this **POLICY TERMINATION** section shall waive **our** rights to void this Policy, if permitted by law.

D. Payment Of Premium

- If you make a premium payment for a renewal of your Policy using an uncollectible instrument, our offer of policy renewal is deemed rejected by you and the Policy terminated without renewal. Our right to void this Policy will not be affected if we submit the remittance for payment more than once.
- 2. Examples of an uncollectible instrument and payment not being honored upon presentment include, but are not limited to:
 - a. Checks dishonored or refused due to insufficient funds;
 - b. Checks drawn from closed accounts;
 - c. Invalid credit cards or credit card charges dishonored or refused by the issuing financial institution; and
 - d. Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) transfers or payments from a financial institution or similar account that are refused, dishonored or rejected.
- 3. If any of these acts or events occur at initial application or at any time during the policy period, it shall be deemed to be nonpayment of premium.

E. Other Termination Provisions

- 1. If the law in effect at the time this Policy is issued, renewed or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of, or procedure for, giving notice; or
 - c. Modifies any of the stated termination reasons;

we will comply with those requirements.

- 2. If not prohibited by state law, **we** may deliver any notice in person instead of **mailing** it.
- 3. **Proof of mailing** of any notice shall be sufficient proof of notice.

- 4. If this Policy is cancelled, the premium refund, if any, will be computed of pro-rata. Any refund of unearned premium will be returned no later than the fifteenth (15) business day after the effective date of cancellation.
- 5. Any notice stating the Policy has ended shall terminate all coverages under this Policy as of the effective date in the notice.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this Policy may not be assigned without **our** written consent. However, upon the death of the **named insured**, coverage will be provided until the end of the policy period or cancellation date, whichever is earlier, for:

- 1. The **named insured's** surviving spouse or domestic partner. Coverage applies to the spouse as if a named insured shown on the **Declarations Page**.
- 2. The legal representative of the deceased person while acting within the scope of the duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use a **covered recreational vehicle**.

MISREPRESENTATION AND FRAUD

A. This Policy was issued in reliance on the information provided on **your** written or verbal insurance Application.

To the extent permitted by Texas Insurance Code sections 705.003 and 705.004, **we** reserve the right to void from inception or rescind this Policy if **you** or a **family member** fraudulently or negligently:

- Made any false statements or representations to **us** with respect to any material fact or circumstance; or
- Concealed, omitted or misrepresented any material fact or circumstance or engaged in any fraudulent conduct;

in the Application for this insurance or when renewing this Policy, requesting reinstatement of this Policy or applying for any coverage under this Policy which misled **us** which caused **us** to waive or lose a valid defense to the policy.

A fact or circumstance will be deemed material if **we** would not have:

- 1. Written this Policy;
- 2. Agreed to insure the risk assumed; or
- 3. Assumed the risk at the premium charged.

This includes, but is not limited to, failing to disclose in the verbal or written Application all persons **residing** in **your** household or **regular operators** of a **covered recreational vehicle**.

B. If **we** void this Policy, the Policy will be void from its inception, and **we** will not be liable for any claims or damages that would otherwise be covered.

- C. We may cancel this Policy and/or may not provide coverage under this Policy if you, a family member or anyone else seeking coverage under this Policy concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim. This includes, but is not limited to, misrepresentation concerning a covered recreational vehicle or your interest in a covered recreational vehicle.
- D. We may, at our sole discretion, void or rescind this Policy for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that we will not be liable for any claims or damages which would otherwise be covered.
- E. If we make a payment under this Policy for a loss or accident to you or to a person seeking coverage under this Policy which we later discover was obtained through fraud, concealment or misrepresentation by you or the person seeking coverage under this Policy, we reserve the right, at our sole discretion, to recover such payment made or incurred.

TWO OR MORE RECREATIONAL VEHICLE POLICIES

If this Policy and any other **recreational vehicle** policy issued to **you** by **us** apply to the same **accident** or **loss**, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

TERMS OF POLICY CONFORM TO STATUTE

If any provision of this Policy fails to conform to the statutes of the state in which this Policy is written, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this Policy shall be governed by the law of the state in which this Policy is written.

JOINT AND INDIVIDUAL INTERESTS

You may change or cancel this Policy; however, **your** action(s) shall be binding on all persons provided coverage under this Policy.

ELECTRONIC SIGNATURE

- A. **You** and **we** agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires:
 - 1. A signature on any form or document; or
 - 2. A letter or document to be notarized, verified, acknowledged or made under oath;

the electronic signatures will satisfy this requirement if the signature of the person authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record. B. You and we agree that electronic signatures shall include, but are not limited to, any assent; acceptance; agreement; election; selection; and rejection sent via e-mail; internet; text message; or fax; or done as a recorded telephonic signature or assent, when done with the intent of the person to be bound, as if signed in writing.

SPECIAL PROVISIONS

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

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

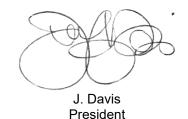
MUTUALS – MEMBERSHIP AND VOTING NOTICE

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

MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In Witness Whereof, the Company has caused this policy to be executed and attested.



M. Davis Secretary

Texas Personal Automobile Policy Home State County Mutual

NATIONAL GENERAL an **Allstate** company

5630 University Parkway ● PO Box 3199 Winston-Salem NC, 27102-3199

Home State County Mutual

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: Customer Relations at

Toll-free: 1-800-847-6442

Email: CustRelations@ngic.com Mail:

5630 University Parkway

Winston-Salem, NC 27105

Attn: Customer Relations

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

To compare policies and prices

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

Donde puede obtener información o presentar una queja

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

Home State County Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame a: Customer Relations al

Teléfono gratuito: 1-800-847-6442

Correo electrónico: CustRelations@ngic.com

Dirección postal:

5630 University Parkway

Winston-Salem, NC 27105

Attn: Customer Relations

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: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Para comparar pólizas y precios

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TEXAS PERSONAL AUTOMOBILE POLICY

Read your Policy carefully. Provisions of this contract and its endorsements (if any) restrict coverage. Be certain **you** understand all of the coverage terms, the exclusions, and **your** rights and duties.

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AGREEMENT

This Policy is a legal contract between **you** and **us**. The Policy provisions, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued, complete this Policy. If there is no written Application, then the statements made by **you** at the time of application become a part of this Policy.

This Policy is issued and renewed in reliance upon the truth and accuracy of the information **you** provide in the written or verbal Application for this insurance. The terms of this Policy impose obligations on all persons defined as **you** and on all persons or organizations seeking coverage under this Policy. **We** agree to provide insurance, subject to the terms, conditions and limitations set forth in this Policy, if **you** have paid, when due, all of the premiums for the coverages **you** have chosen. **We** will only insure **you** for the coverages and the Limits of Liability for which a premium is shown on the **Declarations Page** of the Policy.

If the initial payment to **us** is in any non-cash method, this insurance is conditioned on that initial payment being honored by **your** financial institution.

DEFINITIONS

The following words or phrases, when printed in boldfaced type, will have the following meaning throughout the Policy, whether in the singular, plural or possessive.

- A. "Accident" and "accidental" mean a sudden, unexpected and unintended event.
- B. **"Actual cash value"** means the fair market value of the stolen or damaged property at the time of **loss**.
- C. **"Additional auto"** means an **auto** that **you** acquire in addition to the **auto(s)** shown on the **Declaration Page.**

If you ask us to insure the additional auto within twenty (20) calendar days after you acquire the auto, any coverage we provide for the additional auto is subject to the following conditions:

- On the date you become the owner, an additional auto will have the broadest coverage we provide on any auto shown on the Declarations Page.
- Any coverage you ask us to add to the additional auto or any increase of limits of liability shall begin on the date you become the owner of the additional auto, but you must pay any additional premium when due to maintain such coverage.

If you do not notify us within twenty days (20), no coverage exists for the additional auto.

D. "Auto" means:

a four-wheeled private passenger vehicle or dual rear wheel six-wheeled pick-up truck designed for operation mainly on public roads, or

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 multiuse type, not used for the delivery or transportation of goods, materials or supplies other than samples; unless, (1) the delivery of goods, materials or supplies is not the primary usage of the vehicle, or (2) used for farming or ranching.

- E. "Bodily injury" means bodily harm, sickness or disease, including death that results from such bodily injury. Bodily injury does not include: harm; sickness; disease or death arising out of the transmission of disease by an insured through sexual contact.
- F. **"Business"** means any full-time or part-time job, trade, profession, occupation, employment or commercial enterprise.
- G. **"Business Day"** means a day other than a Saturday, Sunday or holiday recognized by the state of Texas
- H. "Carry persons or property for compensation or a fee" means to deliver, transport or carry persons; products; goods; materials; property; animals; or livestock for any form of money; income; property; consideration; or any other thing of value, when:
 - 1. Using a vehicle in a **personal vehicle sharing program**;
 - 2. The money or other item of value is paid or given;
 - a. By any passenger, recipient or other party on a per-trip basis; or
 - b. In the course of, or as related to, any **business** activities of a person insured under this Policy; or
 - 3. Any of the persons; products; goods; materials; property; animals; or livestock intended to be delivered or transported are actually in the vehicle or **trailer** at the time of the **accident** or **loss**.

"Carry persons or property for compensation or a fee" includes, but is not limited to, the delivery of goods, either on a wholesale or retail basis, such as food, magazines, newspapers, or flowers.

- I. "Covered auto" means:
 - Any auto shown on your Declarations Page, unless you have asked us to delete that auto from the Policy;
 - 2. A newly acquired auto;

- 3. Your trailer; or
- Any auto not owned by you while used on a temporary basis as a substitute for any other auto described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

Coverage for a temporary substitute **auto** shall not exceed sixty (60) days.

- J. "Crime" means any act or omission that is:
 - 1. A state or federal felony in the United States;
 - 2. An attempt to flee or elude law enforcement or a crime scene; or
 - 3. An illegal activity, but only if there is a conviction.

"Crime" does not include:

- 1. Misdemeanor violations of the motor vehicle or traffic laws other than an attempt to:
 - a. Flee or elude law enforcement; or
 - b. Flee a crime scene;
- 2. Vehicular homicide; or
- 3. Driving under the influence of alcohol or any illegal substance.
- K. **"Declarations Page"** means the policy document showing **your** coverages, limits of liability, **covered autos**, premiums and other policy related information.
- L. **"Depreciation"** means a decline in value due to wear and tear or obsolescence.
- M. **"Derivative claims"** include, but are not limited to, damages for care, emotional injury or mental anguish, wrongful death, or loss of:
 - 1. Service;
 - 2. Consortium;
 - 3. Society; or
 - 4. Companionship;

resulting from the **bodily injury** of another or from witnessing the **bodily injury** of another.

N. **"Diminution in value"** means the actual or perceived loss in market or resale value by reason of the fact that the property has been damaged.

- O. "Family member" means:
 - 1. A person related to **you** by blood, marriage or adoption who **resides** in **your** household; or
 - 2. A ward or foster child, or stepchild who **resides** in **your** household;

at the time of the **accident** or **loss**.

"Family member" includes **your** unmarried, dependent children living temporarily away from home who intend to **reside** in **your** household and includes your spouse even when not **residing** in **your** household during a period of separation in contemplation of divorce.

- P. "Loss" means sudden, direct, and accidental destruction or damage. "Loss" does not include diminution in value.
- Q. **"Minimum limits"** means the minimum amount of liability insurance required to apply to an **auto** by the motor vehicle compulsory insurance or financial responsibility laws of the state in which **you reside**, as shown in **our** records as the garaging address for a **covered auto**.
- R. "Motor vehicle business" means the business of:
 - 1. Selling;
 - 2. Repairing;
 - 3. Servicing;
 - 4. Storing;
 - 5. Parking;
 - 6. Road testing;
 - 7. Delivering;
 - 8. Leasing or renting;
 - 9. Washing; or
 - 10. Valet parking;

any motor vehicle.

- S. "Named insured" means the individual(s) designated as the named insured(s) on the Declarations Page.
- T. "Newly acquired auto" means an additional auto or a replacement auto of which you become the owner during the policy period.
- U. **"Non-owned auto"** means any private passenger **auto**, pickup, or van that is not:
 - 1. Owned by;
 - 2. Registered to; or
 - 3. Furnished or available for the regular use of;

you or a **family member**, while in the custody of, or while being operated with the **owner's** express or implied permission by, **you** or a **family member**.

A **non-owned auto** includes a commercially rented auto used by **you** or a **family member** on a temporary basis.

- V. **"Occupying"** means in; upon; getting into, out of, on or off. A person cannot be **occupying** more than one motor vehicle at a time.
- W. **"Own"**, **"owned"**, **"owner"**, and **"ownership"**, with respect to an **auto** or **trailer**, mean the person who:
 - 1. Holds the legal title to the **auto** or **trailer**; or
 - 2. Has legal possession of an **auto** or **trailer** that is:
 - a. Subject to a written security agreement; or
 - b. Leased to that person by a written agreement for a continuous period of six (6) months or longer.
- X. **"Personal vehicle sharing program"** means the sharing of an auto for commercial use including, but not limited to, use of an auto while being operated on behalf of a passenger procurement company such as Uber, Lyft, Sidecar, etc. A passenger procurement company is an organization whether a corporation, partnership, sole proprietor or other form that provides transportation services and connects passengers with drivers using their personal auto for which the driver receives compensation or a fee. Coverage under this Policy is not provided during the following time periods:
 - 1. While the driver's mobile device application for a passenger procurement company such as Uber, Lyft, Sidecar, etc. has been activated;
 - 2. When a match is accepted; or
 - 3. When a passenger has been picked up and is being driven to his/her destination.

Coverage will be provided under this policy once there are no fare paying passengers in the **covered auto** and the driver's mobile device application is turned off and can no longer receive assignments or requests to provide transportation for customers.

- Y. **"Property damage"** means physical damage to, destruction of, or loss of use of, tangible property if caused by an **accident** covered under this Policy.
- Z. **"Punitive or exemplary damages"** means all damages that may be awarded, other than compensatory damages, to:
 - 1. Punish or deter conduct; and/or
 - 2. Fine, penalize or impose a statutory penalty due to conduct;

because the conduct is malicious, grossly negligent, wanton, willful, fraudulent or unlawful. This includes, but is not limited to, any damages that have been defined by law as punitive damages or exemplary damages, and any additional costs, attorney fees, other fees or interest awarded because of such damages and assessed against the insured and set forth in a written judgment against the insured if the order specifies the amount specifically related to the punitive or exemplary damage awarded.

AA. "Racing" means:

- Participating in, competing in, practicing for or preparing for any prearranged or organized racing, speed, demolition or stunting contest or activity;
- 2. Participating in or competing in an unarranged or spontaneous street or off-road race or stunt;
- 3. Operating an **auto** on an indoor or outdoor track, course or trail designed or used for:
 - a. Racing or speed contest;
 - b. Demonstration driving;
 - c. High performance driving; or
 - d. Driving competition.
- BB. "**Regular operator**" is someone who uses a **covered auto** on average at least once a week over the three (3) months prior to an **accident** or **loss**.
- CC. "**Replacement auto**" means an **auto** that **you** acquire to replace an **auto** shown on the **Declarations Page**.

Any coverage **we** provide for a **replacement auto** is subject to the following terms:

- 1. On the date **you** become the **owner** of a **replacement auto** that **replacement auto** will have the same coverage as the **auto** shown on **your Declarations Page** that is being replaced.
- 2. The deductible that applies to a **replacement auto** shall be the same as the **auto** it replaced.
- All coverage we provide for collision or comprehensive under PART D of this Policy for the replacement auto ends twenty (20) calendar days after you become the owner if you do not ask us to continue or add this coverage.
- Any coverage you ask us to add to the auto or any increase of limits of liability shall begin on the date you become the owner of the replacement auto, but you must pay any additional premium when due to maintain such coverage.
- DD. **"Reside"**, **"resides"**, and **"residing"** mean to dwell within the household as the person's primary and legal domicile. Minor dependent children whose parents are separated or divorced shall be deemed to **reside** in both parents' households.

- EE. **"Trailer"** means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is not being used:
 - 1. As a primary residence, office, store, **business** or for display purposes;
 - 2. For commercial purposes; or
 - 3. To transport passengers.
- FF. "**We**", "**us**" and "**our**" refer to the Company shown on the **Declarations Page** as providing this insurance.
- GG. "You" and "your" refer to:
 - 1. The named insured; and
 - 2. If **residing** in the same household at the time of the **accident** or **loss**:
 - a. The spouse of the **named insured**; or
 - b. The domestic partner of the **named insured** if the domestic partnership is established pursuant to a domestic partnership, civil union or similar law in any state.
- HH. **"Your trailer**" means a non-motorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is:
 - 1. Owned by you;
 - 2. Being towed by a **covered auto**; and
 - 3. Shown on the Declarations Page; and

is not being used:

- 1. As a primary residence, office, store, **business** or for display purposes;
- 2. For commercial purposes; or
- 3. To transport passengers.

DUTIES AFTER AN ACCIDENT OR LOSS - FILING A CLAIM

GENERAL DUTIES

A. We do not provide coverage under this Policy unless you have paid the required premium when due. Failure to give notice as required may affect coverage provided under this Policy. Failure to comply with any of the duties in this Policy which prejudice us may result in denial of coverage and relieve us of all duties to investigate, settle, defend, pay any judgment or otherwise honor any claims made by an insured or against an insured.

- B. **We** must be notified promptly of how, when and where the **accident** or **loss** happened. Notice should include the following:
 - All known facts and circumstances. This notice to **us** should include all known names, addresses and telephone numbers of any injured persons and witnesses.
 - 2. All known license plate information of vehicles involved or vehicle descriptions; and
 - 3. All known driver's license information of persons involved.
- C. A person, organization or entity seeking coverage must:
 - Cooperate with us in the investigation, settlement or defense of any claim or lawsuit and assist us in:
 - a. Making settlements;
 - b. Obtaining or authorizing **us** to obtain or secure evidence;
 - c. Giving evidence;
 - d. Obtaining the attendance of witnesses at hearings and depositions; and
 - e. The conduct of lawsuits.
 - Promptly send us copies of any notices or legal papers received in connection with the accident or loss. We will not pay for attorney fees or costs incurred by any insured or other person without our prior written consent.
 - 3. Agree to give **us** information and consent necessary for **us** to comply with any statutes or government regulations, such as Medicare or Medicaid, that apply including, but not limited to, the person's social security number.
 - Submit as often as we require to medical or physical exams by physicians we select. We will pay for these exams.
 - 5. Submit to examinations under oath by us or our representative as often as we reasonably require. These examinations will take place at a reasonable location of our choice and outside the presence of any witness, person or entity making a claim due to the same accident or loss, or any other person other than your attorney. We may:
 - a. Also require an examination under oath from any **family member** who may be able to assist **us** in obtaining relevant information even if that person is not claiming benefits under this Policy; and
 - b. Make a video and/or audio recording or any other type of recording of an examination under oath.

- 6. Give **us** written and recorded statements as often as **we** reasonably request.
- 7. Give **us** written authorization to obtain:
 - Medical records and reports which are pertinent and related to the loss or injury claimed, including current reports, notes and test results, records of prior medical history and treatment, therapy records and counseling records;
 - b. Credit and financial records pursuant to Insurance Code 542.004 that are related to the **loss**;
 - c. Photographs;
 - d. Telephone, including cellular, text messaging and all other telephonic communication records, including billing records; and
 - e. Other records **we** deem relevant in the investigation or settlement of a claim;

that are reasonably related to the **loss**.

- 8. Submit a sworn statement as proof of loss as **we** require.
- Not voluntarily assume any obligation to pay, make any payment or incur any expense for bodily injury or property damage arising out of an accident.
- 10. Attend hearings and trials as **we** require.
- 11. Authorize **us** to get any information on any data, maintenance or event recorder device installed in a **covered auto** as **we** deem relevant to the facts of the **accident** or **loss**.
- D. Our duties include the following:
 - 1. Within fifteen (15) days after **we** receive **your** written notice of claim, **we** must:
 - Acknowledge receipt of the claim. If our acknowledgment of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgment.
 - b. Begin any investigation of the claim.
 - c. Specify the information **you** must provide in accordance with paragraph B. of the **GENERAL DUTIES** provision. **We** may request more information, if during the investigation of the claim such additional information is necessary.
 - After we have received the information we have requested, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:
 - a. Within fifteen (15) business days; or
 - b. Within thirty (30) days if **we** have reason to believe the **loss** resulted from arson.

- If we do not approve payment of your claims or require more time for processing your claim, we must:
 - a. Give the reasons for denying your claim, or
 - b. Give the reasons we require more time to process your claim. But, we must either approve or deny your claim within forty-five (45) days after our requesting more time.
- 4. 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 fifteen (15) days.
- 5. Loss Payment
 - a. If we notify you that we will pay your claim or part of your claim, we must pay within five (5) business days after we notify you.
 - b. If payment of your claim or part of your claim requires the performance of an act by you, we must pay within five (5) business days after the date you perform the act.
- 6. Notice of Settlement of Liability Claim
 - a. 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 ten (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 thirty (30) days after the date of the settlement.

ADDITIONAL DUTIES FOR COVERAGE FOR DAMAGE TO YOUR AUTO

A person seeking coverage under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO must, in addition to the **GENERAL DUTIES**:

- Promptly, but no later than seventy two (72) hours or as soon as practicable after discovery of the loss, report the theft or vandalism of any auto or other property insured under this Policy, or its equipment or parts, to the police or other local law enforcement.
- Take reasonable steps after a loss to protect all property insured under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO from further loss. We will pay reasonable expenses incurred to protect that property. Any further loss due to failure to protect will not be covered under this Policy.

- Permit us to inspect and appraise all loss covered under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO before its repair or disposal.
- 4. Promptly report any **accident** or **loss** to the police or other local law enforcement if the person cannot identify the **owner** or operator of an at-fault vehicle involved in the **accident**.
- Authorize us to move the damaged auto or your trailer to a storage facility of our choice at our expense.

PART A > LIABILITY COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the Declarations Page, if you pay us the premium for Liability Coverage, we will pay compensatory damages for which an insured is legally liable due to bodily injury or property damage caused by an accident that arises out of the ownership, maintenance or use of an auto covered under this PART A. Damages include prejudgment interest awarded against the insured subject to our limit of liability for this PART A. We will not pay for punitive or exemplary damages.
- B. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. If we defend, we will choose the counsel of our choice which may include an in-house counsel. 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 by payment of judgments or by settlement. We have no duty to:
 - 1. Defend any suit;
 - 2. Settle any claim; or
 - 3. Pay any judgment;

for **bodily injury** or **property damage** not covered under this Policy.

ADDITIONAL DEFINITIONS – PART A > LIABILITY COVERAGE

As used in this PART A:

- A. "Insured" means:
 - 1. You and any family member for:
 - a. Operation or use of any **auto** with permission from its **owner**; or
 - b. The **ownership**, maintenance or use of a **covered auto**.
 - 2. Any person using a **covered auto** with **your** permission.

- For the use of a covered auto, any person or organization, but only with respect to legal liability for acts or omissions of a person for whom coverage is afforded under this PART A.
- 4. With respect to the use of an auto, other than a covered auto, by you or a family member, any person or organization to the extent of legal liability within the limit of liability imputed due to the negligence of you or a family member for whom coverage is afforded under this PART A. This provision applies only if the person or organization does not own or hire the auto.

SUPPLEMENTARY PAYMENTS

In addition to **our** limit of liability, **we** will pay on behalf of an **insured**:

- Premiums on appeal bonds and bonds to release attachments in any suit we defend and we choose to appeal. We have no duty to:
 - a. Apply for or furnish any bond; or
 - b. Pay premium on any bond in an amount exceeding **our** limit of liability.
- Interest accruing after a judgment is entered in any suit we defend on that portion of the judgment that is within our limit of liability. 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.
- Reasonable loss of earnings, up to \$200 per day, that is incurred by an **insured** due to attendance at hearings, proceedings, or trials at **our** request. The **insured** must make a written request for loss of earnings and provide written proof of such loss.
- 4. Other reasonable expenses incurred at **our** request.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY.

- A. **We** do not provide Liability Coverage for, nor do **we** have a duty to defend for:
 - 1. Bodily injury or property damage:
 - a. Caused intentionally by, or at the direction of, an **insured**; or
 - b. That is, or should be, reasonably expected to result from an intentional act of an insured;

even if the actual **bodily injury** or **property damage** that results is different than that which was intended.

However, this exclusion does not apply to an innocent spouse or an innocent **insured**.

2. **Property damage** to property:

- a. Owned by;
- b. Rented to;
- c. Used by;
- d. Transported by; or
- e. In the care, custody or control of;

you, any family member, or an insured.

This exclusion does not apply to **property damage** to a residence or private garage rented to **you**, any **family member**, or an **insured** or to any of the following type of vehicles not **owned** by or furnished or available for the regular use of **you** or any **family member**:

- a. Private passenger autos;
- b. Trailers; or
- c. Pickups or vans.

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

- 3. **Bodily injury** to an employee or fellow employee of any **insured** arising out of, and in the course of, employment. This exclusion does not apply to **bodily injury** to a domestic employee unless worker's compensation benefits, disability benefits, or similar benefits are required or available for that domestic employee.
- 4. Liability arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
- 5. Bodily injury or property damage that occurs while the insured is employed or otherwise engaged in any motor vehicle business. However, this exclusion does not apply to the ownership, maintenance or use of a covered auto by you or a family member.
- 6. Bodily injury or property damage that occurs while maintaining or using any vehicle while an insured is employed or otherwise engaged in any business (other than farming or ranching) unless the use while engaged in any business is incidental. However, if a business or artisan use

is noted on the **Declarations Page** for an **auto** shown on the **Declarations Page**, this exclusion does not apply to the **ownership**; maintenance; or use of that **auto** by:

- a. **You**;
- b. Any family member; or
- c. Any partner, agent or employee of **you** or any **family member**.
- 7. Bodily injury or property damage that occurs while any person is using an auto without the owner's express or implied permission or beyond the scope of the owner's express or implied permission. This exclusion does not apply to you or a family member when using or occupying a covered auto.
- 8. Liability arising out of the **ownership**, maintenance or use of a vehicle while it is being used in a **personal vehicle sharing program**.
- Bodily injury to you, any family member, or any insured, except to the extent of the minimum limits of Liability Coverage required by Texas Transportation Code Chapter 601, entitled "Texas Motor Vehicle Safety -Responsibility Act."

This exclusion applies regardless of whether demand is made or suit is brought against the **insured** by the injured person or by a third party seeking contribution or indemnity.

- 10. Bodily injury or property damage for which an insured:
 - 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.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.
- 11. **Bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of any vehicle while **racing**.
- 12. **Bodily injury** or **property damage** for which the United States Government is held responsible under the Federal Tort Claims Act.

- 13. **Bodily injury** or **property damage** arising out of any liability assumed by an **insured** under any contract or agreement.
- 14. **Bodily injury** or **property damage** to any person that results from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
- 15. **Bodily injury** or **property damage** caused by or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or
 - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
- 16. **Bodily injury** or **property damage** arising out of the **ownership**, maintenance, or use of a **covered auto** as a residence or premises.
- 17. Court ordered criminal restitution.
- 18. **Bodily injury** or **property damage** resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **auto**.
- B. We do not provide Liability Coverage for, nor do we have a duty to defend, any insured for bodily injury or property damage arising out of the ownership, maintenance, or use of:
 - 1. Any vehicle which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.
 - 2. Any vehicle, other than a covered auto, that is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 - 3. Any auto, other than a covered auto, that is:
 - a. Owned by any family member; or
 - b. Furnished or available for the regular use of any **family member**.

However, this exclusion B.3. does not apply to **you**.

- 4. A covered auto that:
 - a. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value,

goods, services, compensation or reimbursement;

- b. Has been given in exchange for compensation;
- c. Is under a conditional sales agreement by **you** to another; or
- d. Has been entrusted to anyone other than you or a family member for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in your possession.

LIMIT OF LIABILITY

- A. The Bodily Injury limit of liability shown on the Declarations Page for each person is the most we will pay for all damages, including derivative claims, arising out of and due to bodily injury sustained by any one person in any one accident. For the purpose of such limit of liability, all damages, including derivative claims, shall constitute a single claim.
- B. Subject to the limit of liability for each person, the Bodily Injury limit of liability shown on the Declarations Page for each accident is the most we will pay for all damages, including derivative claims, arising out of and due to bodily injury resulting from any one accident. For the purpose of such limit of liability, all damages, including derivative claims, shall constitute a single claim.
- C. The Property Damage limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages due to **property damage** sustained in any one **accident**.
- D. If the **Declarations Page** indicates that a combined single limit applies, the limit of liability shown is the most we will pay for the total of all damages, including **derivative claims**, arising out of and due to **bodily injury** and/or **property damage** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim. However, without changing this total limit of liability, we will comply with any law that requires us to provide any separate limits.
- E. There will be no adding, stacking or combining of coverage. The limits of liability for Bodily Injury Liability Coverage and Property Damage Liability Coverage shown on the **Declarations Page** are the most **we** will pay as the result of any one **accident** without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;

- 4. Lawsuits filed;
- 5. Vehicles shown on the Declarations Page;
- 6. Premiums shown on the Declarations Page;
- 7. Vehicles involved in the **accident**; or
- 8. Premiums paid.
- F. An **auto** and attached **trailer** or a **covered auto** and **your trailer** are considered one **auto**. Therefore, the limit of liability will not be increased for an **accident** involving an **auto** with an attached **trailer** or a **covered auto** and **your trailer**.
- G. Any payment under PART A > LIABILITY COVERAGE will be reduced by any payment made to that person under PART B > MEDICAL PAYMENTS COVERAGE, PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE, or PART E > PERSONAL INJURY PROTECTION COVERAGE or NO - FAULT COVERAGE. However, this provision shall not reduce coverage under this PART A to an amount less than the **minimum limits**.
- H. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART A for which payment has been made:
 - 1. Under any other coverage provided by this Policy;
 - 2. By or on behalf of the person or organization that may be legally responsible.

OUT OF STATE COVERAGE

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

If the state or province has:

- A financial responsibility or similar law requiring a nonresident driver to maintain insurance with limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **Declarations Page**, the limits of liability under this Policy that apply to that **accident** will be the higher minimum Liability Coverage limits required by the law in that state or province; or
- A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses an **auto** in that state or province, this Policy will provide the greater of:
 - a. The minimum limits and types of coverage; or
 - b. The applicable limits of liability provided for that **insured** under this Policy.

The coverage provided shall be reduced to the extent that other automobile liability insurance applies. No person may in any event collect more than once for the same loss.

FINANCIAL RESPONSIBILITY REQUIRED

When this Policy is certified as proof of financial responsibility, this Policy will comply with the law of the state in which the Policy is written to the extent required. If **we** make a payment for an **accident** which is not covered under the terms of this Policy but which **we** paid solely to comply with the terms of a financial responsibility certification, **you** must reimburse **us** to the extent of such payment.

OTHER INSURANCE

- A. If there is other applicable liability insurance, selfinsurance or bond, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits with the same priority. However, any insurance **we** provide for an **auto you** do not **own** shall be excess over any other collectible insurance, self-insurance or bond.
- B. If the other insurer refuses to defend, we:
 - 1. Will continue to defend where required by law;
 - 2. Shall be subrogated to the **insured's** rights against the other insurer;
 - 3. Reserve our rights against such insurer; and
 - 4. Do not waive any of **our** rights against the other insurer by continuing to defend.

PART B > MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the Declarations Page, if you pay us the premium for Medical Payments Coverage, we will pay medical expenses and funeral service expenses arising out of bodily injury:
 - 1. Caused by an accident;
 - 2. Sustained by an insured; and
 - 3. Arising out of the **ownership**, maintenance or use of an **auto**.

We will pay only those **medical expenses** and funeral service expenses incurred within three (3) years from the date of the **accident**.

- B. We have the right to review the medical expenses to determine if they are reasonable and necessary for diagnosis and treatment of bodily injury. We may use independent sources of information selected by us to assist us in determining if any medical expense is reasonable and necessary. These sources may include, but are not limited to:
 - 1. Physical exams paid for by **us** and performed by physicians **we** select;
 - 2. Review of medical files which are pertinent and reasonably related to the loss;
 - 3. Computer databases; or
 - 4. Published sources of **medical expense** information.
- C. We may refuse to pay for:
 - Any portion of a medical expense that is unreasonable because the fee for the service is greater than the usual and customary charge; and/or
 - 2. Any **medical expense** because the service rendered is unnecessary for the treatment of the **bodily injury** sustained.

If we refuse to pay for any portion of a medical expense because the fee is unreasonable or for any service because the service is unnecessary and the insured is sued for payment of this medical expense, we will defend the insured with an attorney of our choice. We will pay defense costs and any judgment against the insured up to our limit of liability for this coverage. The insured must cooperate with us in the defense of the lawsuit and attend depositions, hearings, or trials at our request. We will pay, upon written request by the insured:

- Reasonable loss of earnings to an **insured**, up to \$200 per day, that is incurred by an **insured** due to attendance at hearings, proceedings or trials at **our** request. The **insured** must provide **us** written proof of such loss; and
- 2. Other reasonable expenses the **insured** incurs at **our** request as a result of a lawsuit by a health care provider to recover **medical expenses we** refuse to pay because the fee is unreasonable or unnecessary.
- D. **We** may refuse to pay for any medical services that are not provided and prescribed by a medical provider licensed by the state and acting within the scope of that license.
- E. We will not pay for any portion of a **medical** expense that exceeds the amount that the medical provider charges to patients who do not have insurance.

F. We have the right to make payment directly to a provider of necessary medical expenses and funeral service expenses if we have received a written assignment of benefits signed by an insured.

ADDITIONAL DEFINITIONS – PART B > MEDICAL PAYMENTS COVERAGE

As used in this PART B:

- A. "Insured" means:
 - 1. You or any family member:
 - a. While occupying; or
 - b. As a pedestrian when struck by:

a motor vehicle designed for use mainly on public roads.

- 2. Any other person while **occupying** a **covered auto** when the **covered auto** is being used with, and within the scope of, **your** permission.
- B. **"Medical expense"** and **"medical expenses"** mean the usual and customary charge for reasonable and necessary:
 - 1. Services, treatment, procedures and products provided by a state licensed health care provider;
 - 2. Medications, orthopedic and prosthetic devices, eyeglasses, hearing aids and other medical supplies when prescribed by a state licensed health care provider; and
 - 3. Services, treatment, procedures and products provided by a state licensed health care provider for physical therapy, vocational rehabilitation, occupational therapy and speech pathology and audiology.

Medical expense and **medical expenses** do not include any fees, costs or charges for:

- 1. Massage therapy not prescribed by a state licensed doctor of chiropractic;
- 2. Treatment, services, products, or procedures that are:
 - a. Experimental or for research; or
 - Not commonly and customarily recognized in the medical profession in the United States as customary treatment for **bodily** injury;
- 3. Thermography, acupuncture or other related procedures of similar nature; or
- 4. The purchase or rental of equipment not primarily designed to serve a medical purpose.
- C. "Usual and customary charge" means the fees, costs or charges we determine that represents a common and typical charge for services in the geographical area in which the service is rendered. We may determine the usual and customary charge by using independent sources of our choice.

PLEASE READ THE EXCLUSIONS CAREFULLY.

- A. **We** do not provide Medical Payments Coverage for any person for **bodily injury**:
 - Caused intentionally by, or at the direction of, an insured or that is, or should be, reasonably expected to result from an intentional act of an insured even if the actual bodily injury that results is different than that which was intended.
 - 2. Arising out of, and in the course of, employment if worker's compensation benefits, disability benefits or similar benefits are required or available for the **bodily injury**.
 - 3. Arising out of the **ownership**, maintenance or use of a vehicle while it is being used to **carry persons or property for compensation or a fee** or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
 - That occurs while the insured is employed or otherwise engaged in any motor vehicle business. However, this exclusion does not apply to the ownership, maintenance or use of a covered auto by you or a family member.
 - 5. That occurs while maintaining or using any vehicle while an insured is employed or otherwise engaged in any business (other than farming or ranching) unless the use while engaged in any business is incidental. However, if a business or artisan use is noted on the Declarations Page for an auto shown on the Declarations Page, this exclusion does not apply even if the business use is more than incidental to the ownership; maintenance; or use of that auto by:
 - a. You;
 - b. Any family member; or
 - c. Any partner, agent or employee of **you** or any **family member**.
 - That occurs while any person is using an auto without the owner's express or implied permission or beyond the scope of the owner's express or implied permission. This does not apply to you or a family member when using or occupying a covered auto.
 - 7. Arising out of the **ownership**, maintenance or use of a vehicle while it is being used in a **personal vehicle sharing program**.

- 8. For which an insured:
 - 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.

For the purpose of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.
- 9. Arising out of the **ownership**, maintenance or use of any vehicle while **racing**.
- 10. For which the United States Government is held responsible under the Federal Tort Claims Act.
- 11. Arising out of any liability assumed by an **insured** under any contract or agreement.
- 12. Resulting from an **accident** or **loss** that occurs while the **insured** is committing a **crime**.
- 13. Caused by or any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or
 - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
- 14. Arising out of the **ownership**, maintenance or use of a **covered auto** as a residence or premises.
- 15. Resulting from the discharge of any firearm or weapon in connection with the **ownership**, maintenance or use of any **auto**.
- B. We do not provide Medical Payments Coverage for any insured for bodily injury arising out of the ownership, maintenance, or use of:
 - 1. Any vehicle which has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart or golf cart. This exclusion does not apply to **your trailer**.

- 2. Any vehicle, other than a **covered auto** for which this coverage has been purchased, that is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
- 3. Any **auto**, other than a **covered auto** for which this coverage has been purchased, that is:
 - a. Owned by any family member; or
 - b. Furnished or available for the regular use of any **family member**.

However, this Exclusion B.3. does not apply to **you**.

- 4. A covered auto that:
 - Has been rented, leased, subleased, loaned or given by you or a family member to another party in exchange for money, value, goods, services, compensation or reimbursement;
 - b. Has been given in exchange for compensation;
 - c. Is under a conditional sales agreement by **you** to another; or
 - d. Has been entrusted to anyone other than you or a family member for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in your possession.

LIMIT OF LIABILITY

- A. The limit of liability shown on the **Declarations Page** for Medical Payments Coverage is the most we will pay for all damages arising out of and due to **bodily injury** for each person injured in any one **accident**. There will be no adding, stacking or combining of coverage. The limit of liability for Medical Payments Coverage shown on the **Declarations Page** is the most we will pay without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;
 - 4. Lawsuits filed;
 - 5. Vehicles shown on the Declarations Page;
 - 6. Premiums shown on the Declarations Page;
 - 7. Vehicles involved in the accident; or
 - 8. Premiums paid.

- B. Any payment under PART B > MEDICAL PAYMENTS COVERAGE will be reduced by any payment made to that person under PART A > LIABILITY COVERAGE, PART C (I) > UNINSURED/ UNDERINSURED MOTORIST BODILY INJURY COVERAGE or PART E > PERSONAL INJURY PROTECTION OR NO-FAULT COVERAGE.
- C. No one will be entitled to receive duplicate payments for the same elements of damage under PART B for which payment has been made:
 - 1. Under any other coverage provided by this Policy;
 - 2. By or on behalf of the person or organization that may be legally responsible.
- D. We will not pay that portion of any **medical expense** for which benefits are:
 - 1. Available under any law which provides worker's compensation; or
 - 2. Paid under PART E> PERSONAL INJURY PROTECTION COVERAGE of this Policy.

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.

ASSIGNMENT OF BENEFITS

We will pay for **medical expenses** directly to a licensed health care provider if the **insured** gives **us** a signed written assignment of benefits payable under PART B > MEDICAL PAYMENTS COVERAGE. If **we** pay benefits directly to a health care provider, **we** have no further duty or liability to pay those same benefits to an **insured** or to any other person or entity.

OTHER INSURANCE

- A. If there is other applicable **auto** insurance that provides coverage for **medical expenses** and/or funeral service expenses, any insurance **we** provide shall be excess.
- B. If there is any other **auto** insurance for **medical expenses** with the same priority as this Medical Payments Coverage, we will not pay more than our share of the unpaid covered **medical expenses**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits with the same priority.
- C. This Policy will be excess over any **auto** coverage afforded to a permissive user of a **covered auto**.

PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

INSURING AGREEMENT

- A. Subject to the limit of liability shown on the Declarations Page, if you pay us the premium for Uninsured/Underinsured Motorist Bodily Injury Coverage, we will pay compensatory damages for which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or underinsured motor vehicle because of bodily injury:
 - 1. Sustained by that **insured**;
 - 2. Caused by an accident; and
 - 3. Arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will not pay for punitive or exemplary damages.

ADDITIONAL DEFINITIONS – PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

As used in this PART C (I):

- A. "Insured" means:
 - 1. You or any family member.
 - 2. Any other person **occupying** a **covered auto** with, and within the scope of, **your** express or implied permission.
 - 3. Any person for damages that person is legally entitled to recover because of **bodily injury** to which this coverage applies sustained by a person listed in A.1. or A.2. above. This shall not increase **our** limit of liability to an amount that exceeds the limit of liability applicable to that person referred to in A. 1 or A.2. above.
- B. **"Underinsured motor vehicle"** means a motor vehicle to which a liability bond or policy applies at the time of the **accident** but its limit of liability either:
 - 1. Is not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
 - 2. Has been reduced by payment of claims to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages

Underinsured motor vehicle does not include any vehicle or equipment:

- 1. **Owned** by any governmental unit or agency 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 unit or agency for an amount not less than the limit of liability for this coverage.

- 2. Operated on rails or crawler treads;
- 3. Designed mainly for use off public roads while not on public roads;
- 4. While located for use or being used as a residence or premises;
- 5. **Owned** by, furnished to or available for the regular use of **you** or any **family member**;
- Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy;
- 7. That is not required to be registered as a motor vehicle; or
- 8. Which is an uninsured motor vehicle.
- C. **"Uninsured motor vehicle"** means a land motor vehicle or **trailer**:
 - 1. To which no **bodily injury** 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 a family member;
 - b. A vehicle that **you** or a **family member** are **occupying**; or
 - c. A covered auto.
 - 3. To which a **bodily injury** 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.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

- 1. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
- 2. **Owned** by any governmental unit or agency; 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 unit or agency for an amount not less than the limit of liability for this coverage.
- 3. Operated on rails or crawler treads;
- 4. Designed mainly for use off public roads while not on public roads;
- 5. While located for use or being used as a residence or premises;

- Owned by, furnished to or made available for the regular use of you or any family member;
- Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy;
- 8. That is not required to be registered as a motor vehicle; or
- 9. Which is an **underinsured motor vehicle**.

We have the burden of proof if there is a dispute as to whether a vehicle qualifies as an **uninsured motor vehicle**.

ADDITIONAL DUTIES FOR PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

A person seeking coverage under PART C (I) > UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE must also, in addition to the **GENERAL DUTIES**:

- 1. Promptly report any **accident** or **loss** to the police or other local law enforcement.
- 2. Notify the police within twenty-four (24) hours or as soon as practical after an **accident** that involves a hit-and-run vehicle or unknown driver.
- 3. Report the **accident** to **us**.
- 4. Serve a copy of any legal action and all pleadings on **us** as required by law.
- 5. Send **us** copies of legal papers if a lawsuit is commenced.
- Promptly notify us in writing of an offer of settlement between the insured and the owner, operator or insurer of the underinsured motor vehicle.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY.

- A. We do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for bodily injury sustained by any insured:
 - If the **insured** or his or her legal representative, without thirty (30) days advance written notice to **us**, either:
 - a. Settles the **bodily injury** claim; or
 - b. Brings suit and obtains a judgment related to the **bodily injury** claim;

and, in doing so, impairs or prejudices **our** rights or interests.

2. If **our** interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for

such **bodily injury** and **we** have not given prior written consent to the **insured** to proceed with that lawsuit.

- Caused intentionally by, or at the direction of, an insured or that is, or should be, reasonably expected to result from an intentional act of an insured even if the actual bodily injury that results is different than that which was intended.
- 4. While occupying a covered auto while it is being used to carry persons or property for compensation or a fee, or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool or to you or any family member unless the primary usage of the vehicle is to carry persons or property for a fee.
- 5. While using an **auto** without the **owner's** express or implied permission or beyond the scope of the **owner's** express or implied permission. This exclusion does not apply to **you** or a **family member** when using or **occupying** a **covered auto**.
- 6. For which the United States Government is held responsible under the Federal Tort Claims Act.
- B. We do not provide Uninsured/Underinsured Motorist Bodily Injury Coverage for any insured for bodily injury arising out of the ownership, maintenance or use of:
 - Any vehicle which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy, that is:
 - a. Owned by you; or
 - b. Furnished or available for **your** regular use.

This includes a **trailer** of any type used with that vehicle.

- 2. Any vehicle which is not insured for Uninsured/Underinsured Motorist Bodily Injury Coverage under this Policy that is:
 - a. Owned by any family member; or
 - b. Furnished or available for the regular use of any **family member**.
- C. Coverage under this PART C (I) shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - 1. Worker's compensation law; or
 - 2. Disability benefits law.
- D. We will not be bound by:
 - 1. Any settlement entered into without **our** consent; or
 - 2. Judgment entered into with a party who is liable for damages without **our** consent.

LIMIT OF LIABILITY

- A. The Uninsured/Underinsured Motorist Bodily Injury limit of liability shown on the Declarations Page for each person is the most we will pay for all damages, including derivative claims, arising out of and due to bodily injury sustained by any one person in any one accident. For the purpose of such limit of liability, all damages, including derivative claims, shall constitute a single claim.
- B. Subject to the limit of liability for each person, the Uninsured/Underinsured Motorist Bodily Injury limit of liability shown on the **Declarations Page** for each **accident** is the most **we** will pay for all damages, including **derivative claims**, arising out of and due to **bodily injury** resulting from any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim.
- C. If the **Declarations Page** indicates that a combined single limit applies, the limit of liability shown is the most **we** will pay for the total of all damages, including **derivative claims**, arising out of and due to **bodily injury** and **property damage** as the result of any one **accident**. For the purpose of such limit of liability, all damages, including **derivative claims**, shall constitute a single claim. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.
- D. The limits of liability for Uninsured/Underinsured Motorist Bodily Injury shown on the Declarations
 Page are the most we will pay as the result of any one accident without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;
 - 4. Lawsuits filed;
 - 5. Vehicles shown on the Declarations Page;
 - 6. Premiums shown on the Declarations Page;
 - 7. Vehicles involved in the accident;
 - 8. Premiums paid; or
 - 9. Policies issued by **us** to **you**.
- E. Any payment under PART C (I) > UNINSURED/ UNDERINSURED MOTORIST BODILY INJURY COVERAGE will be reduced by all sums
 - Paid or payable from or on behalf of persons or organizations that may be legally liable. This includes, but is not limited to, all sums paid or payable under PART A > LIABILITY COVERAGE and PART E > PERSONAL INJURY PROTECTION COVERAGE.

- In order to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out on the **Declarations Page** and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any worker's compensation law, disability benefits law, or any similar law, auto medical expense coverage or Personal Injury Protection Coverage.
- F. No one will be entitled to receive duplicate payments for the same elements of **loss** or damage under PART C (I) for which payment has been made:
 - 1. Under any other coverage provided by this Policy; or
 - 2. By or on behalf of the person or organization that may be legally responsible.

OTHER INSURANCE

- A. If there is other Uninsured/Underinsured Motorist Bodily Injury Coverage, or similar insurance, that applies or is available under one or more policies, we will pay only our share of the damages or loss. Our share is the proportion that our limits of liability under this PART C (I) bears to the total of all applicable limits with the same priority as this coverage on either a primary or excess basis, whichever is applicable.
- B. However:
 - 1. Any insurance **we** provide with respect to a vehicle that **you** do not own shall be excess over any collectible insurance providing coverage on a primary basis.
 - 2. Any insurance **we** provide to an **insured** that is not **occupying** a **covered auto** shall be excess over any collectible insurance.

ARBITRATION

- A. If we and an insured do not agree:
 - Whether the **insured** is legally entitled to recover damages for **bodily** injury from the driver of an **uninsured motor vehicle** or **underinsured motor vehicle** under this PART C (I); or
 - 2. On the amount of damages that are recoverable by the **insured**;

then upon mutual agreement of both parties, only these two issues may be submitted to arbitration. However, unless required by law, neither party may be compelled to participate in arbitration, and neither party shall be liable to the other for refusing to arbitrate.

- B. If both **we** and an **insured** agree to arbitration, each party will select a competent, licensed and impartial arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, **you** or **we** may request that a judge of a court of record, in the county where the **insured** lives, select the third arbitrator.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, local rules of law as to procedure and evidence will apply.
- D. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the **insured** is legally entitled to recover damages; and
 - 2. The amount of the damages.

However, the decision shall be binding only if the amount of damages awarded does not exceed:

- The limits for bodily injury shown on the Declarations Page for Uninsured Motorist Bodily Injury Coverage; or
- 2. The minimum limit for bodily injury.

If the amount of the arbitrators' award exceeds the **minimum limit** for **bodily injury**, either party may demand the right to trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made within sixty (60) days, the amount of damages agreed to by the arbitrators will be binding.

- E. The arbitrators shall have no authority to:
 - Award an amount in excess of the limit of liability for this coverage as shown on the **Declarations Page**;
 - 2. Award any amount as **punitive or exemplary damages**;
 - 3. Award any costs or fees;
 - 4. Award any amount as interest;
 - 5. Decide any coverage issue; or
 - 6. Decide any issues or resolve any dispute with respect to anything other than:
 - a. The legal liability of the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**; and
 - b. The amount of compensatory damages that is recoverable by the **insured**.

- F. Each party will:
 - 1. Pay the costs, fees and other expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- G. Arbitration must be demanded in writing and agreed to by the parties within the applicable statute of limitation for filing suit for a contract action which is four (4) years

PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

INSURING AGREEMENT

Subject to the limit of liability shown on the **Declarations Page**, if **you** pay **us** the premium for Uninsured/Underinsured Motorist Property Damage Coverage, then **we** will pay compensatory damages for which an **insured** is legally entitled to recover from the **owner** or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **property damage**:

- To a covered auto for which Uninsured/Underinsured Motorist Property Damage has been purchased;
- 2. Caused by an accident; and
- 3. Arising out of the **ownership**, maintenance or use of an **uninsured motor vehicle** or **underinsured motor vehicle**.

We will not pay for punitive or exemplary damages.

ADDITIONAL DEFINITIONS FOR PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE

As used in this PART C (II):

- A. "Insured" means you or a family member.
- B. **"Original equipment manufacturer"** and **"OEM"** mean parts or items:
 - 1. Produced and/or installed by the manufacturer of the **auto**; or
 - 2. Produced by a vendor of the manufacturer of the **auto** that the manufacturer intends as a part of the **auto** or manufacturer's option when new.
- C. **"Property damage"** means physical damage to, or destruction of, a **covered auto** for which this coverage has been purchased. **Property damage** does not include loss of use.

- D. **"Uninsured motor vehicle"** means a land motor vehicle or **trailer** of any type:
 - 1. To which no **property damage** 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 **covered auto**.
 - 3. To which a **property damage** 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.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

- 1. **Owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent;
- 2. **Owned** by any governmental unit or agency 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 unit or agency for an amount not less than the limit of liability for this coverage.
- 3. Operated on rails or crawler treads;
- 4. Designed mainly for use off public roads while not on public roads;
- 5. While located for use or being used as a residence or premises;
- 6. **Owned** by, furnished to or available for the regular use of **you** or any **family member**;
- 7. Which is shown on the **Declarations Page** or which is covered under PART A of this Policy;
- 8. That is not required to be registered as a motor vehicle; or
- 9. Which is an underinsured motor vehicle.
- E. **"Underinsured motor vehicle"** means a land motor vehicle to which a **property damage** liability bond or policy applies at the time of the **accident** but its limit of liability for **property damage** either:
 - Is not enough to pay the full amount of property damage the insured is legally entitled to recover as damages; or
 - Has been reduced by payment of property damage claims to an amount which is not enough to pay the full amount the insured is legally entitled to recover as damages for property damage.

However, **underinsured motor vehicle** does not include any vehicle or equipment:

- 1. **Owned** by any governmental unit or agency 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 unit or agency for an amount not less than the limit of liability for this coverage
- 2. Operated on rails or crawler treads;
- 3. Designed mainly for use off public roads while not on public roads;
- 4. While located for use or being used as a residence or premises;
- 5. **Owned** by, furnished to or available for the regular use of **you** or any **family member**;
- Which is shown on the **Declarations Page** or which is insured for coverage under PART A of this Policy;
- 7. That is not required to be registered as a motor vehicle; or
- 8. Which is an **uninsured motor vehicle**.

ADDITIONAL DUTIES FOR PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

A person seeking coverage under PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE must also, in addition to the **GENERAL DUTIES**:

- 1. Promptly report any **accident** or **loss** to the police or other local law enforcement.
- 2. Notify the police within twenty-four (24) hours or as soon as practical after an **accident** that involves a hit-and-run vehicle or unknown driver.
- 3. Report the accident to us.
- 4. Serve a copy of any legal action and all pleadings on **us** as required by law.
- 5. Send **us** copies of legal papers if a lawsuit is commenced.
- 6. Promptly notify **us** in writing of an offer of settlement between the **insured** and the **owner**, operator or insurer of the **underinsured motor vehicle**.
- Take reasonable steps after a loss to protect all property insured under PART C (II) from further loss. We will pay reasonable expenses incurred to protect that property. Any further loss due to failure to protect will not be covered under this Policy.

- 8. Permit **us** to inspect and appraise all **loss** covered under PART C (II) before its repair or disposal.
- Authorize us to move the damaged auto or your trailer to a storage facility of our choice at our expense.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY.

- A. We do not provide Uninsured/Underinsured Motorist Property Damage Coverage for property damage sustained by any insured:
 - 1. If the **insured** or his or her legal representative, without thirty (30) days advance written notice to **us**, either:
 - a. Settles the property damage claim; or
 - b. Brings suit and obtains a judgment related to the **property damage** claim;

and, in doing so, impairs or prejudices **our** rights or interests.

- 2. If **our** interests or rights have been impaired or prejudiced by a judgment in any lawsuit against any person or organization that may be liable for such **property damage** and **we** have not given prior written consent to the **insured** to proceed with that lawsuit.
- 3. Caused intentionally by, or at the direction of, an **insured** or that is or should be reasonably expected to result from an intentional act of an **insured** even if the actual **property damage** that results is different than that which was intended.
- 4. That occurs while the covered auto is being used to carry persons or property for compensation or a fee, or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool or to you or any family member unless the primary usage of the vehicle is to carry persons or property for a fee.
- 5. For the first \$250 of **property damage** to the **covered auto**.
- B. **We** do not provide coverage for **property damage** arising out of the **ownership**, maintenance, or use of:
 - 1. Any vehicle that has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.

- 2. A covered auto that:
 - a. Has been rented, leased, subleased, loaned or given by **you** or a **family member** to another party in exchange for money, value, goods, services, compensation or reimbursement;
 - b. Has been given in exchange for compensation;
 - c. Is under a conditional sales agreement by **you** to another; or
 - d. Has been entrusted to anyone other than you or a family member for consignment; sale; promoting sale; subleasing; leasing; renting; or selling, and is no longer in your possession.
- C. Coverage under this PART C (II) will not apply directly or indirectly to benefit any insurer or self-insurer of property.
- D. We will not be bound by:
 - 1. Any settlement entered into without **our** consent; or
 - 2. Judgment entered into with a party who is liable for damages without **our** consent.

LIMIT OF LIABILITY

- A. The Uninsured/Underinsured Motorist Property Damage limit of liability shown on the Declarations
 Page is the most we will pay for all property damage sustained in any one accident.
- B. The limit of liability for Uninsured/Underinsured Motorist Property Damage shown on the Declarations Page is the most we will pay for all property damage sustained in any one accident without regard to the number of:
 - 1. Insureds, heirs or survivors;
 - 2. Claimants;
 - 3. Claims made;
 - 4. Lawsuits filed;
 - 5. Vehicles shown on the Declarations Page;
 - 6. Premiums shown on the Declarations Page;
 - 7. Vehicles involved in the accident;
 - 8. Premiums paid; or
 - 9. Policies issued by **us** to **you**.
- C. No one will be entitled to receive duplicate payments for the same elements of damages or **loss** under this coverage for which payment has been made:
 - 1. Under any other coverage provided by this Policy;
 - 2. By or on behalf of the person or organization that may be legally responsible.

- D. For any property damage to which PART D > COVERAGE FOR DAMAGE TO YOUR AUTO of this Policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:
 - 1. Neither one by itself is sufficient to cover the **loss**;
 - 2. **You** pay the higher deductible amount (but **you** do not have to pay both deductibles); and
 - 3. **You** will not recover more than the actual damages.

PAYMENT OF LOSS

- A. At **our** option, **we** may pay for the **loss** in money or repair or replace the **property damage**.
- B. **We** may make payment for a **loss** to **you**, the owner of the property or the lienholder.
- C. If we make a payment for a total loss of a covered auto, you must transfer the title of that auto to us at or before the time of payment, unless you keep the salvage of totaled covered auto.
- D. A party with an additional interest in a **covered auto** shall have no greater rights than **your** rights to recover for a **loss**.

PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered auto** is non-drivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the **covered auto** to a secure, storage free inspection facility.

OTHER INSURANCE

- A. If there is other Uninsured/Underinsured Motorist Property Damage Coverage, or similar insurance, that applies and is available under one or more policies, we will pay only our share of the damages or loss. Our share of the damages or loss is the proportion that our limit of liability under this PART C (II) > UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE bears to the total of all applicable limits with the same priority as this coverage, on either a primary or excess basis, whichever is applicable. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy.
- B. However, any insurance **we** provide with respect to a **covered auto** shall be excess over any other property insurance, self-insurance or other source of recovery that covers that **property damage**.

ARBITRATION

- A. If we and an insured do not agree:
 - Whether the insured is legally entitled to recover damages for property damage from the driver of an uninsured motor vehicle or underinsured motor vehicle under this PART C (II); or
 - 2. The amount of damages that are recoverable by the **insured**;

then upon mutual agreement of both parties, these two issues only may be submitted to arbitration. However, unless required by law, neither party may be compelled to participate in arbitration nor shall be liable to the other for refusing to arbitrate.

- B. If both **we** and an **insured** agree to arbitration, each party will select a competent, licensed and impartial arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within thirty (30) days, either may request that selection of a third arbitrator be made by a judge of a court having jurisdiction.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives and the American Arbitration Association rules as to procedure and evidence will apply. If the parties do not agree to be governed by the American Arbitration Association rules, local rules of law as to procedure and evidence will apply.
- D. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the **insured** is legally entitled to recover damages; and
 - 2. The amount of the damages.

However, the decision shall be binding only if the amount of damages awarded does not exceed:

- 1. The limits for **property damage** shown on the **Declarations Page** for Uninsured/Underinsured Motorist Property Damage; or
- 2. The minimum limit for property damage.

If the amount exceeds the **minimum limit** for **property damage**, either party may demand the right to trial. This demand must be made within sixty (60) days of the arbitrators' decision. If this demand is not made within sixty (60) days, the amount of damages agreed to by the arbitrators will be binding.

- E. The arbitrators shall have no authority to:
 - Award an amount in excess of the limit of liability for this coverage shown on the **Declarations Page**;
 - 2. Award any amount as **punitive or exemplary** damages;

- 3. Award any costs or fees;
- 4. Award any amount as interest;
- 5. Decide any coverage issue; or
- 6. Decide any issues or resolve any dispute with respect to anything other than:
 - a. The legal liability of the **owner** or operator of an **uninsured motor vehicle**; and
 - b. The amount of compensatory damages that are recoverable by the **insured**.
- F. Each party will:
 - 1. Pay the costs, fees and other expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- G. Arbitration must be demanded in writing and agreed to by the parties within the applicable statute of limitation for filing suit for a contract action which is four (4) years.

PART D > COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT – COLLISION COVERAGE

If **you** pay **us** the premium for Collision Coverage and it is shown on the **Declarations Page**, **we** will pay for **loss** to:

- 1. A covered auto and its equipment; and
- 2. Any non-owned auto;

caused by a **collision**. **Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**.

INSURING AGREEMENT – COMPREHENSIVE COVERAGE

If **you** pay **us** the premium for Comprehensive Coverage and it is shown on the **Declarations Page**, **we** will pay for **loss** to:

- 1. A covered auto and its equipment; and
- 2. Any non-owned auto;

caused by **other than collision**. **Our** payment will be reduced by the applicable deductible shown on the **Declarations Page**.

Only **losses** caused by **collision** or one of the listed perils under **other than collision** are covered under PART D > COVERAGE FOR DAMAGE TO YOUR AUTO.

TOWING AND LABOR COVERAGE

- A. Subject to the each occurrence and each term limit shown on the **Declarations Page**, if **you** pay **us** the premium for Towing and Labor Coverage, **we** will pay the reasonable cost, as determined by **us**, that **you** incur for a **covered auto** or any **non-owned auto** for:
 - Mechanical labor up to one hour at the place where the covered auto or non-owned auto broke down;
 - Towing to the nearest place where the necessary repairs can be made during regular business hours if the covered auto or nonowned auto will not run;
 - Towing the covered auto or non-owned auto out if it is stuck on or immediately next to a public roadway; and
 - 4. Delivery of gas, oil, battery or change of tire.
- B. Towing and Labor Coverage will apply only to the **covered auto** for which this coverage and specific premium are shown on the **Declarations Page**. Towing and Labor Coverage applies to a **non-owned auto** only if this coverage has been purchased for an **auto** shown on the **Declarations Page**.
- C. **We** will not pay for the cost of the necessary repairs or the cost of the gas, oil, battery or tire.
- D. The each occurrence and each term limit shown on the **Declarations Page** for this coverage is the most we will pay for any one **loss**. This coverage is limited to no more than six (6) occurrences per policy period.
- E. **You** will not be entitled to receive duplicate payment under this coverage for reasonable costs **you** incur and which are covered elsewhere under this Policy.
- F. **We** will only provide Towing and Labor Coverage within the policy territory as defined in the GENERAL PROVISIONS of this Policy.

TRANSPORTATION EXPENSES COVERAGE

- A. **We** will pay up to \$20 per day subject to a maximum limit of \$600 for:
 - Transportation expenses incurred by you from a commercially licensed rental agency in the event of a total theft of a covered auto. This applies only if Comprehensive Coverage has been purchased for the covered auto; or
 - 2. Loss of use expenses for which **you** become legally responsible in the event of a total theft of a **non-owned auto**. This applies only if the **Declarations Page** indicates that Comprehensive Coverage applies to any **covered auto**.

A deductible will not apply to this coverage.

- B. We will pay only transportation expenses or loss of use expenses, whichever is applicable, incurred during the period:
 - Beginning forty-eight (48) hours after you notify the police and us of the theft of a covered auto or a non-owned auto; and
 - 2. Ending the earlier of:
 - a. When a covered auto or a non-owned auto has been recovered and returned to you or its owner;
 - b. When a **covered auto** or a **non-owned auto** has been recovered and repaired;
 - c. When a **covered auto** or a **non-owned auto** has been replaced;
 - d. Seventy-two (72) hours after we make an offer to pay for the loss if the covered auto or a non-owned auto is deemed by us to be a total loss or unrecoverable; or
 - e. When **you** have incurred the maximum \$600 expense limit.
- C. **We** will not pay for transportation expenses if there is a theft only of **your trailer**.
- D. **You** must give **us** written verifiable proof of **your** transportation and/or loss of use expenses.
- E. At **your** request, **we** will guarantee payment of transportation expenses to the provider of such transportation up to \$20 per day, to a maximum limit of \$600, and shall pay such provider directly.
- F. There shall be no duplicate recovery for the same elements of loss or expense under this coverage and any other coverage provided by this Policy. However, if you purchase Rental Reimbursement Coverage with the same or higher limits of coverage than this section provides, then the provisions and limits of the Rental Reimbursement Coverage shall apply to the total theft of a covered auto and nonowned auto. Transportation Expenses Coverage cannot be combined or stacked with the Rental Reimbursement Coverage provided under PART D.

RENTAL REIMBURSEMENT COVERAGE

A. Subject to the each day and each accident limit shown on the Declarations Page, if you pay us the premium for Rental Reimbursement Coverage, we will reimburse you or, at our option, pay directly on your behalf the daily rental expenses incurred by you when you rent an auto from a commercially licensed rental agency approved by us. No deductible will apply to this coverage. Rental Reimbursement Coverage will apply only to the covered auto for which this coverage and a specific premium are shown on the Declarations Page.

- B. The length of time for which this coverage will apply will be limited to the lesser of:
 - 1. The period of time reasonably required, as determined by **us**, to repair a **covered auto**; or
 - Seventy-two (72) hours after we make an offer to pay the actual cash value of the covered auto in the event of a total loss.
- C. Daily rental expenses shall not include the cost of:
 - 1. Insurance related to the rental of the **auto**;
 - 2. Refueling the rental **auto**;
 - 3. Mileage fees;
 - 4. Navigation devices;
 - 5. Collision damage waiver; or
 - 6. Tolls.
- D. SureDrive is enhanced rental reimbursement coverage. If the word SureDrive is shown on the **Declarations Page** for the **covered auto** then your rental reimbursement coverage shall be amended as follows: instead of the each day and each **accident** limit for this coverage, then we will reimburse you the daily rental expenses incurred by you when you rent an **auto** from a commercially licensed rental agency approved by us. We will pay rental expenses for you to rent up to a full size auto approved by us. No deductible will apply to this coverage. The length of time for which this coverage will apply will be the lesser of:
 - 1. Forty-five (45) days;
 - The period of time reasonably required, as determined by us, to repair the covered auto; or
 - 3. Seventy-two (72) hours after **we** make an offer to pay the **actual cash value** of the **covered auto** in the event of a total **loss**.
- E. Rental Reimbursement Coverage applies only if the **covered auto** is withdrawn from use for more than twenty-four (24) hours and:
 - 1. You have purchased Collision Coverage for that covered auto and the loss falls under that coverage; or
 - 2. You have purchased Comprehensive Coverage for that covered auto and the loss falls under that coverage.
- F. If **you** purchase Rental Reimbursement Coverage with a limit lower than that provided for in the Transportation Expenses Coverage provision in PART D and the **loss** involves the total theft of a **covered auto**, then the limits and provisions applicable to transportation expenses under Transportation Expenses Coverage will apply.
- G. Rental Reimbursement Coverage cannot be combined or stacked with the Transportation Expenses Coverage provided under PART D.

CUSTOMIZED EQUIPMENT AND PARTS COVERAGE

- A. Unless you pay us the premium for Additional Customized Equipment and Parts Coverage and it is shown on the Declarations Page or on the applicable schedule, the limit of liability for loss to customized equipment and parts is the lowest of:
 - The actual cash value of such customized equipment and parts, reduced by the applicable deductible and by its salvage value if you or the owner retain the salvage;
 - 2. The amount necessary to repair the **customized** equipment and parts, reduced by the applicable deductible;
 - 3. The amount necessary to replace the **customized equipment and parts**, reduced by the applicable deductible and reduced by its salvage value if **you** or the **owner** retain the salvage; or
 - 4. \$1000.
- B. If the actual cash value of the covered auto without the customized equipment and parts is less than \$1000, the most we will pay is the actual cash value of the covered auto unless Additional Customized Equipment and Parts Coverage has been purchased.
- C. Customized Equipment And Parts Coverage applies only if:
 - You have purchased Collision Coverage for the covered auto containing the customized equipment and parts and the loss falls under that coverage; or
 - 2. You have purchased Comprehensive Coverage for the covered auto containing the customized equipment and parts and the loss falls under that coverage.

ADDITIONAL CUSTOMIZED EQUIPMENT AND PARTS COVERAGE

- A. Subject to the limits shown on the Declarations Page, if you pay us the premium for Additional Customized Equipment and Parts Coverage for a covered auto, we will pay for loss to the customized equipment and parts in or on that covered auto that results from a loss. All payments for loss to such customized equipment and parts shall be reduced by the applicable deductible, but only one deductible shall be applied to any one loss under this PART D > COVERAGE FOR DAMAGE TO YOUR AUTO.
- B. Additional Customized Equipment and Parts Coverage applies only if:
 - You have purchased Collision Coverage for the covered auto containing the customized equipment and parts and the loss falls under that coverage; or

- 2. You have purchased Comprehensive Coverage for the covered auto containing the customized equipment and parts and the loss falls under that coverage.
- C. The limit of liability for **loss** to **customized** equipment and parts under this coverage is the lowest of:
 - The actual cash value of such customized equipment and parts, reduced by the applicable deductible and by its salvage value if you or the owner retain the salvage;
 - 2. The amount necessary to repair the **customized** equipment and parts, reduced by the applicable deductible;
 - 3. The amount necessary to replace the **customized equipment and parts**, reduced by the applicable deductible and reduced by its salvage value if **you** or the **owner** retain the salvage; or
 - 4. The limit of liability for Additional Customized Equipment and Parts Coverage shown on the **Declarations Page**.
- D. Coverage for customized equipment and parts shall not cause our limit of liability for loss to an auto under this PART D > COVERAGE FOR DAMAGE TO YOUR AUTO to be increased to an amount in excess of:
 - The actual cash value of the auto, including its customized equipment and parts covered under this coverage; or
 - 2. Any applicable limits or stated amount elected by **you** shown on the **Declarations Page** for this coverage.
- E. Any amount payable under this coverage shall be reduced to the extent any expense is payable under any other coverage under this Policy.
- F. There shall be no duplicate recovery for the same elements of **loss** or expense under this coverage and any other coverage provided by this Policy.

ADDITIONAL DEFINITIONS - PART D > COVERAGE FOR DAMAGE TO YOUR AUTO

As used in this PART D:

- A. **"Collision"** means the upset of a **covered auto** or a **non-owned auto** or its impact with another vehicle or object.
- B. **"Comprehensive**" and **"other than collision**" mean a loss caused by:
 - 1. Missiles or falling objects;
 - 2. Fire or lightning;
 - 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. Impact with a bird or animal; or
- 10. Breakage of glass, except breakage of glass caused by a **collision**.

Only **losses** caused by one of these listed perils are covered under **other than collision**.

- C. "Customized equipment and parts" means equipment, devices, accessories, changes and enhancements, other than those installed by the original manufacturer, which alter the appearance or performance of an auto. This includes, but is not limited to, such items as: body or suspension alterations; custom or special wheels or tires; side exhausts; roll bars; light bars; spoilers; ground effects; bedliners; side exhausts; utility boxes; custom windows; custom painting; murals; or decals or graphics. Customized equipment and parts also includes, but is not limited to, such items as any electronic equipment; antennas; and other devices used exclusively to send or receive audio, visual or data signals, or play back recorded media. The customized equipment and parts must be permanently installed in a **covered auto** using bolts, brackets or slide-out brackets. Customized equipment and parts does not include snow plows or snow removal equipment.
- D. **"Original equipment manufacturer"** and **"OEM"** mean parts or items:
 - 1. Produced and/or installed by the manufacturer of the **auto**; or
 - 2. Produced by a vendor of the manufacturer of the **auto** that the manufacturer intends as a part of the **auto** or manufacturer's option when new.
- E. **Your trailer**, as used in PART D only, means a nonmotorized vehicle, including a farm wagon or farm implement, designed to be pulled on public roads by an **auto** if the **trailer** is:
 - 1. Owned by you; and
 - 2. Shown on the Declarations Page; and

is not being used:

- 1. As a primary residence, office, store, **business** or for display purposes;
- 2. For commercial purposes (other than farming or ranching) unless the use while engaged in any commercial purpose is incidental; or
- 3. To transport passengers.

EXCLUSIONS

PLEASE READ THE EXCLUSIONS CAREFULLY.

- A. **We** will not pay for:
 - 1. Loss:
 - a. Caused intentionally by, or at the direction of, **you** or any **family member**; or
 - That is, or should be, reasonably expected to result from an intentional act of you or any family member;

even if the actual **loss** or damage is different than that which was intended.

However, this exclusion does not apply to an innocent spouse or an innocent **insured**

- 2. Loss to a covered auto or any non-owned auto that occurs while it is being used to carry persons or property for compensation or a fee or as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
- 3. Loss to a covered auto or any non-owned auto being maintained or used by any person while employed or otherwise engaged in any motor vehicle business.
- 4. Loss to a covered auto while maintained or used by any person employed or otherwise engaged in any business (other than farming or ranching) unless the business use is incidental. If a business or artisan use is noted on the Declarations Page for an auto shown on the Declarations Page, this exclusion does not apply to the ownership, maintenance, or use of that auto by:
 - a. You; or
 - b. Any family member.
- 5. Loss to any vehicle for which insurance:
 - a. Is afforded under a nuclear energy liability policy; or
 - b. Would be afforded under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

For purposes of this exclusion, a nuclear energy liability policy means a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters;
- c. Nuclear Insurance Association of Canada.

- 6. Loss to a covered auto or any non-owned auto while such auto is engaged in racing.
- Loss that occurs while a covered auto or a non-owned auto is being used in the course of committing a crime. This does not apply to loss that occurs when the covered auto or nonowned auto has been stolen.
- 8. Loss to a covered auto that occurs while it is being used in a personal vehicle sharing program.
- 9. Loss caused by or as any consequence of:
 - a. War, whether declared or undeclared;
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution;
 - e. Radioactive contamination; or
 - f. Nuclear reaction or radiation, whether controlled or uncontrolled or however caused.
- 10. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical, electronic or electrical breakdown or failure;
 - d. Deterioration, rust or corrosion; or
 - e. Road damage to tires.

This exclusion does not apply if the damage results from the total theft of a **covered auto** or any **non-owned auto** to which Comprehensive Coverage under this Policy applies.

- 11. Loss to a trailer you own that is not shown on the Declarations Page. This exclusion does not apply to a trailer you:
 - a. Acquire during the policy period; and
 - b. Ask **us** to insure within thirty (30) days after **you** become the **owner**.
- 12. Loss to a covered auto or any non-owned auto due to or as a consequence of:
 - a. Destruction, seizure or confiscation by government or civil authorities including, but not limited to, destruction, seizure, or confiscation by any federal or state law enforcement officer in connection with any violation of any controlled substances law for which **you** are convicted; or
 - b. Repossession by any entity acting on behalf of the **owner** of the **covered auto** or **non-owned auto**.

This exclusion does not apply to the interests of Loss Payees in a **covered auto**.

- 13. **Loss** to equipment designed or used for the detection or location of radar, laser or other speed measuring equipment or its transmission.
- 14. Loss to wearing apparel or tools.
- 15. **Loss** to portable equipment, devices, accessories and any other personal effects that are not permanently installed. This includes, but is not limited to:
 - a. Tapes, records, compact discs, DVDs or other recording or recorded media;
 - Any containers designed to carry or store tapes, records, compact discs, DVDs or other recording or recorded media;
 - Personal computers, telephones, DVD players, two-way mobile radios or televisions; or
 - d. Any other accessories used with electronic equipment designed to receive or transmit audio, visual or data signals.
- 16. Damage due and confined to:
 - a. Prior loss or damage;
 - b. Manufacturer's defects or faulty materials; and
 - c. **Your** lack of routine and/or proper maintenance as prescribed by the manufacturer.
- 17. **Loss** due to theft, larceny or conversion of a **covered auto** or its equipment:
 - a. By **you**, a **family member** or any other persons listed as a driver on the **Declarations Page**; or
 - b. Where there is no visible sign of forced entry into the **covered auto** and **you** have all known sets of keys to the **covered auto**.
- 18. Loss to a covered auto, as long as you have not taken ownership of such covered auto:
 - a. Prior to its delivery to you; or
 - b. Due to theft prior to its delivery to you.
- 19. Loss resulting from the purchase of a **covered auto** from any person or organization other than the **auto's** rightful **owner**.
- 20. **Loss** to a snow plow or any snow removal equipment.
- 21. **Loss** to a recreational vehicle, motor home or travel trailer.
- 22. Amounts incurred for:
 - a. Mileage;
 - b. Fuel;
 - c. Collision damage waiver;

- d. Navigation devices;
- e. Insurance; or
- f. Tolls.
- 23. Loss arising out of any liability assumed by you or a family member under any contract or agreement.
- B. **We** do not provide coverage for **loss** arising out of the **ownership**, maintenance or use of:
 - 1. Any vehicle that has less than four wheels or which is designed for use mainly off public roads such as any type of all-terrain or quad vehicle, dune buggy, go-cart, or golf cart. This exclusion does not apply to **your trailer**.
 - 2. A covered auto that:
 - Has been rented, leased, subleased, loaned or given by you or a family member to another party in exchange for money, value, goods, services, compensation or reimbursement;
 - b. Has been given in exchange for compensation;
 - c. Is under a conditional sales agreement by **you** to another; or
 - d. Has been entrusted to anyone other than you or a family member for consignment; sale; promoting sale; subleasing; leasing; renting; or selling and is no longer in your possession.

LIMIT OF LIABILITY

- A. **Our** limit of liability for **loss** shall not exceed the lowest of the:
 - 1. Actual cash value reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
 - b. Its salvage value if **you** or the **owner** retain the salvage;
 - Amount necessary to repair the physical damage to the auto, or its parts if the loss is limited to parts, to return it to its pre-loss physical condition, reduced by the applicable deductible shown on the Declarations Page;
 - Amount necessary to replace the stolen or damaged property, or its parts if the loss is limited to parts, reduced by:
 - a. The applicable deductible shown on the **Declarations Page**; and
 - b. Its salvage value if **you** or the **owner** retain the salvage; or
 - 4. Stated amount shown on the **Declarations Page**, if any.

However, **our** limit of liability under this PART D > COVERAGE FOR DAMAGE TO YOUR AUTO may never exceed \$1000 for **customized equipment and parts** unless **you** purchase Additional Customized Equipment and Parts Coverage.

- B. If **you** have declared a stated amount for a specific **auto** shown on the **Declarations Page**, that stated amount is the most **we** will pay for **loss** to that **auto**, including its **customized equipment and parts**.
- C. In determining the amount necessary to repair the damaged parts, we will not pay more than the prevailing competitive labor rates charged in the area in which the property is to be repaired. We will also not pay more than the cost of repair or replacement parts as reasonably determined by us. Our liability for the cost of repairing damaged property is limited to the amount needed to perform physical repairs to the stolen or damaged property. PART D > COVERAGE FOR DAMAGE TO YOUR AUTO does not cover, and we will not pay for, diminution in value.
- D. In the event of a total loss to an auto listed on the Declarations Page, you, or someone on your behalf, must provide us the key to such auto at our request. If we are not provided the key to such auto, we will reduce any amount payable to you by \$250 because of:
 - 1. The cost in duplicating the key; or
 - 2. The loss in salvage value.

This provision will not apply if **you** retain the salvage.

- E. Payments for **loss** covered under this PART D are subject to the terms set forth here:
 - 1. No more than one deductible shall be applied to any one covered **loss**.
 - If coverage applies to a non-owned auto, we will provide the broadest coverage applicable to any covered auto shown on your Declarations Page. However, the highest deductible on any covered auto shall apply.
 - 3. In determining the amount necessary to repair damaged property to its pre-loss condition, the amount to be paid by us will be based on the cost of repair or on the cost of replacement parts and equipment which may be new, reconditioned, remanufactured or used including, but not limited to:
 - a. Original manufacturer parts or equipment; and
 - b. Non-**OEM** parts or equipment.

- 4. The **actual cash value** is determined by the market value, age and condition of the vehicle at the time the **loss** occurs.
- Duplicate recovery for the same elements of loss is not permitted. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage provided by this Policy.
- F. We have no duty to pay the actual cash value of window glass or to replace window glass after a loss if you agree to have the window glass repaired at our expense. At the mutual agreement of you and us, we will not apply the applicable deductible as shown in the Declarations Page if the glass is repaired rather than replaced.
- G. After an **accident** to which PART D applies, **we** will pay reasonable charges, for transporting and storing a **covered auto** or any **non-owned auto** to a repair facility near the location of **loss**.
- H. For any **property damage** to which the PART D -COVERAGE FOR DAMAGE TO YOUR AUTO of this policy (or similar coverage from another policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:
 - 1. Neither one by itself is sufficient to cover the loss;
 - 2. **You** pay the higher deductible amount (but you do not have to pay both deductibles); and
 - 3. **You** will not recover more than the actual damages.

PAYMENT OF LOSS

- A. At **our** option, **we** may pay for the **loss** in money or repair or replace the damaged or stolen property.
- B. We may, at our expense, return any stolen property to you or to the address last known by us. If we return stolen property, we will pay for any direct physical damage to a covered auto or any nonowned auto, or its equipment, resulting from the theft, subject to the provisions of the LIMIT OF LIABILITY section. We may keep all or part of the property at an agreed or appraised value, but there shall be no abandonment to us.
- C. If we make a payment for theft or total loss of an auto, you or the owner must transfer the title of that auto to us at or before the time of payment, unless you or the owner keep the salvage of a totaled auto.
- D. A party with an additional interest in a **covered auto** shall have no greater rights than **your** rights to recover for a **loss**.

PERMISSION TO RELEASE VEHICLE

This Policy allows **us** to act as an agent on **your** behalf in the event a **covered auto** is non-drivable and incurring storage and/or any additional **accident** related expenses thus conferring authority for **us** to move the **covered auto** to a secure, storage free inspection facility.

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

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. Any applicable deductible of this Policy will be taken in a proportionate share based on the applicable deductibles of each policy. However, any insurance **we** provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the **owner** of the **non-owned auto**;
- 2. Any other applicable physical damage insurance; or
- 3. Any other source of recovery applicable to the **loss**.

APPRAISAL

- A. 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, licensed and impartial appraiser within fifteen (15) days of the demand for appraisal. The two appraisers will select an umpire. If they are unable to agree upon an umpire within fifteen (15) days, we or you may request that a judge of a court of record, in the county where you live, select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - 1. Pay its chosen appraiser; and
 - 2. Bear the expenses of the appraisal and umpire equally.
- B. Appraisers have authority only to decide the amount of the **loss**. The appraisers have no authority to:
 - 1. Make any coverage decisions under the Policy; or
 - 2. Award any fees, interest or costs.

LOSS PAYABLE CLAUSE

- A. Subject to all the terms of this Policy, **loss** or damage shall be paid, as interest may appear, to the **named insured** and/or the loss payee shown on the **Declarations Page** of this Policy, both jointly or separately, at **our** discretion.
- B. The loss payee's interest will not be protected if the loss results from your fraudulent acts or omissions, conversion, secretion or embezzlement of a covered auto or non-owned auto or if the loss is not payable to you under the terms of this Policy.
- C. We reserve the right to cancel or nonrenew this Policy as permitted by policy terms and state law. The cancellation or nonrenewal shall terminate this agreement as to the loss payee's interest. We shall provide the loss payee with a copy of the notice of cancellation. In addition, any coverage protecting the loss payee's interest shall terminate on the effective date of a policy contract or insurance binder for similar coverage issued by another insurance carrier.
- D. In the event the loss payee makes a claim under this Policy, the loss payee shall be required to abide by all terms and conditions of this Policy applicable to you and shall have no greater rights than you to receive payment.
- E. When **we** pay the loss payee, **we** shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.
- F. This clause has no effect if the name of the loss payee is not shown on the **Declarations Page**.

PART E > PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

- A. If **you** pay the premium for Personal Injury Protection Coverage, **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, surgical, x-ray, or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing expenses and funeral services.
 - 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.

As a condition of receiving loss of income benefits, the **covered person** must provide **us** with reasonable medical proof of disability related to the injury causing the loss of income.

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.

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. Reasonable and necessary expenses incurred for obtaining essential 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.

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.

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

- 4. If a lapse occurs in the period of total disability or in the medical treatment of a **covered person** who:
 - a. Has received personal injury protection benefits; and
 - b. Subsequently claims additional benefits based on a recurrence of a **bodily injury**.

That **covered person** must provide **us** with reasonable proof of the recurrence of the **bodily injury** for which an original claim for benefits was made. However, the total benefits payable under this coverage to a **covered person** may not exceed the limits shown on the **Declarations Page**.

ADDITIONAL DEFINITIONS – PART E > PERSONAL INJURY PROTECTION COVERAGE

- A. "Covered person" as used in this PART E means:
 - 1. You or any family member:
 - a. While **occupying**; or
 - b. When struck by;

a motor vehicle designed for use mainly on public roads or a **trailer** of any type.

2. Any other person while occupying your covered auto with your permission.

EXCLUSIONS

- A. 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 a **covered auto**) which is owned by you.
 - 5. By a **family member** while occupying, or when struck by any motor vehicle (other than a **covered auto**) which is **owned** by a **family member.**

LIMIT OF LIABILITY

- A. The limit of liability shown in the **Declarations Page** 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 Page**; or
 - 4. Vehicles involved in the accident.
- B. Any amount payable to a covered person other than you or a family member, under the coverage provided by this Policy shall be reduced by any amount paid or payable under PART – 1 LIABILITY COVERAGE or the Uninsured/Underinsured Motorist Coverage under this Policy for the same benefits.
- C. No one will be entitled to receive duplicate payment for the same elements of damage.

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 thirty (30) days after satisfactory proof of claim is received.
- B. Modification. The OUR RIGHT TO RECOVER PAYMENT section of GENERAL PROVISIONS does not apply to this coverage.

ASSIGNMENT OF BENEFITS

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

GENERAL PROVISIONS

ADDITIONAL DEFINITIONS USED IN THIS SECTION

- A. "Mail", "mailing" or "mailed" means:
 - 1. Delivery by **us** to any of the following:
 - a. United States Postal Service; or
 - b. Public or private mail carrier;
 - 2. Sent by **us** through electronic transmission, if not prohibited by state law; or
 - 3. Any other methods allowed by law.
- B. "Proof of mailing" means sufficient evidence that a correspondence or notice has been presented to the United States Postal Service for mailing. Proof of mailing includes, but is not limited to, any form of certificate of mailing or certificate of bulk mailing issued by the United States Postal Service, including a Certificate of Bulk Mail or any other form allowed by state law.

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve **us** of any obligations under this Policy.

CHANGES

A. This Policy, along with the **Declarations Page** and Application, which are incorporated into and made part of this Policy, and any endorsements issued by **us**, contain all the agreements between **you** and **us**. Its terms may not be changed or waived except in writing by **us**.

- B. The premium for each **covered auto** is based on information **we** have received from **you** or other sources. **You** agree:
 - That if any of this information material to the development of the Policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.
 - 2. To cooperate with **us** in determining if this information is correct and complete.
 - 3. To advise **us** of any changes such as the following which **we** consider material to the development of the Policy premium:
 - a. The number or types of covered autos;
 - b. The operators using the **autos** insured under **your** Policy (either additions or deletions);
 - c. People residing in your household;
 - d. **Your** address and/or the principal place where **you** garage any of the **autos** insured under this Policy;
 - e. The use of autos insured under your Policy;
 - f. **You** or a **family member** obtain a driver's license or operator's permit or have a driver's license revoked, suspended or reinstated; or
 - g. The marital status of **you**, a **family member** or any **regular operator**.
- C. Any adjustment of **your** premium will be made using **our** rules in effect at the time of the change.
 Premium adjustments may include, but are not limited to, changes in:
 - 1. Autos insured under the Policy;
 - 2. Use of the **autos** insured under the Policy;
 - 3. Drivers;
 - 4. Coverages or coverage limits;
 - 5. Principle place where **you** garage any of the **autos** insured under this Policy;
 - 6. Eligibility for discounts or surcharges or other premium credits or debits;
 - 7. Marital status; or
 - 8. Other factors permitted by law.
- D. We may revise your Policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your Policy will automatically provide the additional coverage as of the date the revision is effective in your state. This does not apply to changes made with a general program revision that includes both broadening and restrictions in coverage, whether that general program revision is made through introduction of a subsequent edition of your Policy or an amendatory endorsement.

- E. If **you** ask **us** to delete an **auto**, no coverage will apply as of the date and time **you** ask **us** to delete such **auto**.
- F. If **we** make a change to this Policy during the policy period that broadens any coverage without an additional premium charge, **you** will have the broadened coverage if that coverage is in effect on the date of change. The effective date of a change will be the date **we** implement that change in the state in which the Policy is written.

SETTLEMENT OF CLAIMS

We may use estimating, appraisal, or injury evaluation systems or tools to determine any amounts to be paid under this Policy. These systems or tools may be developed by **us** or by third parties and may include computer software, databases and special technology.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this Policy. In addition, under PART A > LIABILITY COVERAGE, no legal action may be brought against us unless:
 - We agree in writing that the insured has an obligation to pay for damages due to a covered accident; 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 legal action against **us** or to make **us** a party to any legal proceeding to determine the liability of the **insured**.
- C. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including as evidence for a legal proceeding absent any specific and formal written request to do so.
- D. Any lawsuit against us for benefits under any part of this Policy, or any lawsuit filed against us by an insured following an accident, must be commenced within two (2) years and one (1) day from the date the cause of action first accrues.

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 whatever is necessary to enable us to exercise our rights;
 - 2. Do nothing after an **accident** or **loss** to prejudice **our** rights;
 - 3. Deliver to **us** any legal papers relating to that recovery;

- 4. Take the necessary or appropriate action, through a representative designated by us, to recover payment as damages from the responsible person or organization. If there is a recovery, then we shall be reimbursed out of the recovery for expenses, costs and attorney fees incurred in connection with this recovery; and
- 5. Execute and deliver to **us** any legal instruments or papers necessary to secure the rights and obligations of the **insured** and **us** as established here.

However, **our** rights under this paragraph A. do not apply under Part D > COVERAGE FOR DAMAGE TO YOUR AUTO against any person using a **covered auto** with the **owner's** express or implied permission.

- B. If **we** make a payment under this Policy and the person to or for whom payment is made recovers damages from another, that person shall:
 - 1. Hold in trust for **us** the proceeds of the recovery; and
 - 2. Reimburse **us** to the extent of **our** payment.
- C. If **we** pursue recovery from a liable party:
 - You permit us to seek recovery of any deductible that may apply, but we have no duty to do so. We will notify you within ninety (90) days of the expiration of the time for you to exercise your right to make a claim against the at fault party if we do not intend to collect the deductible and we will authorize you to make any further collection attempts.
 - We reserve the right to settle the deductible and property damage claims against the responsible parties for less than the full amount. For those sums, you agree to be bound by:
 - a. A settlement agreement entered into by **us** and the liable party; or
 - b. The outcome of appraisal or arbitration.
 - If the total recovery is less than the total of our payment and the deductible, we will reduce reimbursement of the deductible to you based on the proportion that the actual recovery bears to the total of our payment and the deductible.

POLICY PERIOD AND TERRITORY

- A. This Policy applies only to **accidents** or **losses** which occur:
 - 1. During the policy period as shown on the **Declarations Page**; and
 - 2. Within the policy territory.

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

This Policy also applies to covered **accidents** or covered **losses** while the **auto** insured under this Policy is being transported between their ports.

POLICY TERMINATION

- A. Cancellation
 - 1. This Policy may be cancelled during the policy period as follows:
 - a. You may cancel by:
 - i. Returning this Policy to us; or
 - ii. Giving us, or our authorized representative, advance written notice of the date cancellation is to take effect. The effective date of the cancellation shall be either the date we receive such notice or the date specified in the notice, whichever is later. We may, at our option, waive the requirement that the notice state a future date for cancellation and cancel the Policy as of the effective date shown in the notice.
 - We may cancel this Policy by mailing a notice of cancellation to the named insured at the address last known by us at least ten (10) days before the effective date of cancellation.
 - 2. When this Policy has been in effect for less than sixty (60) days, **we** may cancel this Policy for any lawful reason. Notice of Cancellation will be provided as required by state law and will be provided not later than the tenth (10) day before the effective date of cancellation.
 - After this Policy is in effect for sixty (60) days, or if this is a renewal or continuation policy, we will cancel only for one or more of the following reasons:
 - a. If cancellation is for nonpayment of premium; or
 - b. If **you** submit a fraudulent claim; or
 - c. It **your** driver's license or motor vehicle registration or that of:
 - i. Any driver who lives with you; or
 - Any driver. who customarily uses a covered auto has been suspended or revoked. However, we will not cancel if you consent to the attachment of an endorsement eliminating coverage when a covered auto is being operated by the driver whose license has been suspended or revoked.

d. If the department determines that the continuation of the policy would violate or place **us** in violation of the Insurance Code or any other law governing the business of insurance in Texas.

We may not cancel this Policy based solely on the fact that **you** are an elected official.

- B. Nonrenewal
 - If we decide not to renew or continue this Policy, we will mail notice to the named insured at the address last known by us. Notice will be mailed at least thirty (30) days before the end of the policy period. Subject to this notice requirement, if the policy period is:
 - a. Less than one year, **we** will have the right not to renew or continue this Policy at the Policy anniversary date.
 - b. 1 year or longer, **we** will have the right not to renew or continue this Policy at each anniversary of its original effective date.
 - 2. We will not refuse to renew because of the age of the **insured**. We may not refuse to renew this Policy based solely on the fact that **you** are an elected official.
- C. Automatic Termination
 - 1. If **we** offer to renew or continue **your** Policy 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.
 - 2. If other insurance is obtained on a **covered auto**, any similar insurance provided by this Policy will terminate as to that **auto** on the effective date of the other insurance.
 - 3. If a **covered auto** is sold or transferred to someone other than **you** or a **family member**, insurance provided by this Policy will terminate as to that **auto** on the effective date of the sale or transfer.
- D. Payment Of Premium
 - If you make a premium payment for a renewal of your Policy using an uncollectible instrument, our offer of policy renewal is deemed rejected by you and the Policy terminated without renewal. Our right to nonrenew this Policy will not be affected if we submit the remittance for payment more than once.
 - 2. Examples of an uncollectible instrument and payment not being honored upon presentment include, but are not limited to:
 - a. Checks dishonored or refused due to insufficient funds;
 - b. Checks drawn from closed accounts;

- c. Invalid credit cards or credit card charges dishonored or refused by the issuing financial institution; and
- d. Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) transfers or payments from a financial institution or similar account that are refused, dishonored or rejected.
- 3. If any of these acts or events occur at initial application or at any time during the policy period, it shall be deemed to be nonpayment of premium.
- E. Other Termination Provisions
 - 1. If the law in effect at the time this Policy is issued, renewed or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of, or procedure for, giving notice; or
 - c. Modifies any of the stated termination reasons;

we will comply with those requirements.

- 2. If not prohibited by state law, **we** may deliver any notice in person instead of **mailing** it.
- 3. **Proof of mailing** of any notice shall be sufficient proof of notice.
- 4. If this Policy is cancelled, the premium refund, if any, will be computed pro-rata. Any refund of unearned premium will be returned no later than the fifteenth (15) business day after the effective date of cancellation.
- 5. Any notice stating the Policy has ended shall terminate all coverages under this Policy as of the effective date in the notice.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this Policy may not be assigned without **our** written consent. However, upon the death of the **named insured**, coverage will be provided until the end of the policy period or cancellation date, whichever is earlier, for:

- 1. The **named insured's** surviving spouse or domestic partner, if such person **resides** in the **named insured's** household at the time of the **named insured's** death. Coverage applies to the spouse as if a named insured shown on the **Declarations Page**.
- 2. The legal representative of the deceased person while acting within the scope of the duties of a legal representative. This applies only with respect to the representative's legal responsibility to maintain or use a **covered auto**.

MISREPRESENTATION AND FRAUD

A. This Policy was issued in reliance on the information provided on **your** written or verbal insurance Application. **We** reserve the right to void from inception or rescind this Policy if **you** or a **family member** fraudulently or negligently:

- Made any false statements or representations to us with respect to any material fact or circumstance; or
- 2. Concealed, omitted or misrepresented any material fact or circumstance or engaged in any fraudulent conduct;

in the Application for this insurance or when renewing this Policy, requesting reinstatement of this Policy or applying for any coverage under this Policy which misled **us** which caused **us** to waive or lose a valid defense to the policy.

A fact or circumstance will be deemed material if **we** would not have:

- 1. Written this Policy;
- 2. Agreed to insure the risk assumed; or
- 3. Assumed the risk at the premium charged.

This includes, but is not limited to, failing to disclose in the verbal or written Application all persons **residing** in **your** household or **regular operators** of a **covered auto**.

- B. If **we** void this Policy, the Policy will be void from its inception, and **we** will not be liable for any claims or damages that would otherwise be covered.
- C. We may cancel this Policy and/or may not provide coverage under this Policy if you, a family member or anyone else seeking coverage under this Policy concealed or misrepresented any material fact or circumstance or engaged in fraudulent conduct in connection with the presentation or settlement of a claim. This includes, but is not limited to, misrepresentation concerning a covered auto or your interest in a covered auto.
- D. We reserve the right to void from inception or rescind this Policy in accordance with Insurance Code 705 for fraud or misrepresentation even after the occurrence of an **accident** or **loss**. This means that we will not be liable for any claims or damages which would otherwise be covered.
- E. If we make a payment under this Policy for a **loss** or accident to you or to a person seeking coverage under this Policy which we later discover was obtained through fraud, concealment or misrepresentation by you or the person seeking coverage under this Policy, we reserve the right, at our sole discretion, to recover such payment made or incurred.

TWO OR MORE AUTO POLICIES

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

TERMS OF POLICY CONFORM TO STATUTE

If any provision of this Policy fails to conform to the statutes of the state in which this Policy is written, the provision shall be deemed amended to conform to such statutes. All other provisions shall be given full force and effect. Any disputes as to the coverages provided or the provisions of this Policy shall be governed by the law of the state in which this Policy is written.

JOINT AND INDIVIDUAL INTERESTS

You may change or cancel this Policy; however, **your** action(s) shall be binding on all persons provided coverage under this Policy.

ELECTRONIC SIGNATURE

- A. You and we agree that electronic signatures may be used and will satisfy any regulatory or other requirement for written signatures. When a law requires:
 - 1. A signature on any form or document; or
 - 2. A letter or document to be notarized, verified, acknowledged or made under oath;

the electronic signatures will satisfy this requirement if the signature of the person authorized to perform the service of notarizing, verification, or acknowledgment is attached or logically associated with the signature or electronic signatures of record.

B. You and we agree that electronic signatures shall include, but are not limited to, any assent; acceptance; agreement; election; selection; and rejection sent via e-mail; internet; text message; or fax; or done as a recorded telephonic signature or assent, when done with the intent of the person to be bound, as if signed in writing.

SPECIAL PROVISIONS

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

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

MUTUALS – MEMBERSHIP AND VOTING NOTICE

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

MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY

No Contingent Liability: This policy is non-assessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined. In Witness Whereof, the Company has caused this policy to be executed and attested.

J. Huddleston President

M. Davis Secretary

HOME STATE COUNTY MUTUAL INSURANCE COMPANY

This Endorsement Applies Only If Form Number 15020 (01012024) Appears in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONRENEWAL PROVISIONS - TEXAS

GENERAL PROVISIONS

The **POLICY TERMINATION** section of the **GENERAL PROVISIONS** is amended as follows:

Paragraph **B. Nonrenewal** is deleted and replaced with the following:

B. Nonrenewal

- If we decide not to renew or continue this Policy, we will mail notice to the named insured at the address last known by us. Notice will be mailed at least sixty (60) days before the end of the policy period. Subject to this notice requirement, if the policy period is:
 - a. Less than one year, **we** will have the right not to renew or continue this Policy at the Policy anniversary date.
 - b. 1 year or longer, **we** will have the right not to renew or continue this Policy at each anniversary of its original effective date.
- 2. We will not refuse to renew because of the age of the **insured**. We may not refuse to renew this Policy based solely on the fact that **you** are an elected official.
- 3. In accordance with Texas Insurance Code section 551.1053:

- a. If an **insured** fails or refuses to cooperate with **us** in the investigation, settlement or defense of a third-party liability claim or action; or **we** have been unable to contact the **insured** after using reasonable efforts to do so, **we** will provide written notice to the **named insured** stating:
 - How the **insured** failed or refused to cooperate, including failure as a result of **our** inability to contact the **insured**;
 - ii. The claim or action for which **we** are requesting cooperation; and
 - iii. We will not renew the policy if the **insured** continues to fail or refuse to cooperate.
- b. If the **insured** fails or refuses to cooperate with **us** in the investigation, settlement or defense of a third-party liability claim or action described by such notice, **we** will not renew the policy.
- c. After we notify you, if the insured continues to fail or refuse to cooperate in the third-party liability claim, then we will not renew this policy at the end of the policy period.
 We will not renew regardless of other required notices and even if it is not your policy's anniversary.