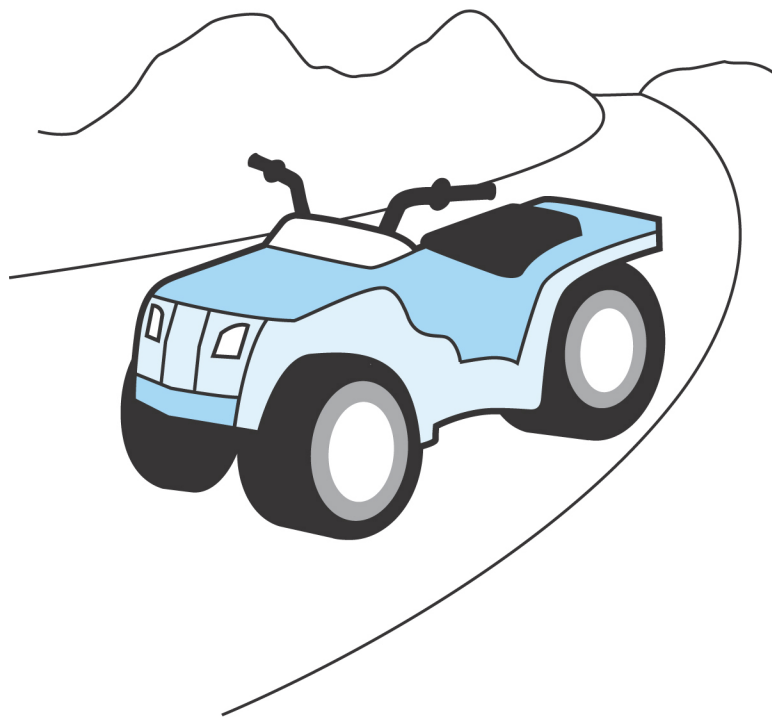


# Off-Road Vehicle Policy

AU14068

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## Agreement

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

## Definitions

- A. Throughout this policy, "you" and "your" refer to:
1. The "named insured" shown in the Declarations, and
  2. The spouse if a resident of the same household.
- B. "We", "us" and "our" refer to the company providing this insurance.
- C. For purposes of this policy, an **off-road vehicle** shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
  2. For a continuous period of at least six months.

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

- D. **"Family member"** means a person who is a resident of your household and related to you by blood, marriage or adoption. This definition includes a ward or foster child who is a resident of your household, and also includes your spouse even when not a resident of your household during a period of separation in contemplation of divorce.
- E. **"Occupying"** means in, upon, getting in, on, out or off.
- F. **"Trailer"** means a vehicle designed to be pulled by an **off-road vehicle**.
- G. **"Your covered off-road vehicle"** means:
1. Any **off-road vehicle** shown in the Declarations;
  2. Any **off-road vehicle** on the date you become the owner. This provision (G.2.) applies only if you:
    - a. acquire the **off-road vehicle** during the policy period; and
    - b. notify us within 30 days after you become the owner; and
    - c. pay any additional premium.

If you acquire an **off-road vehicle** which replaces an **off-road vehicle** shown in the Declarations, it will have the same coverage as the **off-road vehicle** it replaced.

If you acquire an **off-road vehicle** in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any **off-road vehicle** shown in the Declarations.

3. Any **trailer** you own.
4. Any vehicle or **trailer** you do not own while used as a temporary substitute for any **off-road vehicle** or **trailer** described in this definition which is out of normal use because of **your covered off-road vehicle's**
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

This definition G. does not apply to Part D of the policy.

- H. **"Business day"** means a day other than a Saturday, Sunday or holiday recognized by the State of Texas.
- I. **Off-Road Vehicle** means a vehicle which is self-propelled and designed for use off public roads and which is not licensed or registered for use on public roads.

## Part A—Liability Coverage

### Insuring Agreement

- A. We will pay damages for bodily injury or property damage for which any **covered person** becomes legally responsible because of an **off-road vehicle** accident. Property damage includes loss of use of the damaged property. Damages include prejudgment interest awarded against the **covered person**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted.
- B. **"Covered person"** as used in this Part means:
1. You or any **family member** for the ownership, maintenance or use of any **off-road vehicle** or **trailer**.
  2. Any person using **your covered off-road vehicle**.
  3. For **your covered off-road vehicle**, any person or organization but only with respect to legal

responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any **off-road vehicle** or **trailer**, other than **your covered off-road vehicle**, any person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the **off-road vehicle** or **trailer**.

### Supplementary Payments

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

1. Up to \$250 for the cost of bail bonds required because of an accident including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy. Only bail bonds are covered. We have no obligation to apply for or furnish these bonds.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

### Exclusions

- A. We do not provide Liability Coverage for any person:
  1. Who intentionally causes bodily injury or property damage.
  2. For damage to property owned or being transported by that person;
  3. I. For damage to property:
    - a. rented to;
    - b. used by; or
    - c. in the care of; that person.
  - II. The exclusion (A.3.I.) does not apply to damage to:

- a. a residence or private garage; or
- b. an **off-road vehicle** or **trailer** not owned by or furnished or available for the regular use of you or any **family member**.

However, the exclusion 3.I. does apply to a loss due to or as a consequence of a seizure of an **off-road vehicle** listed in 3.II.b. by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

4. For bodily injury to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to bodily injury to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that person's liability arising out of the ownership or operation of an **off-road vehicle** while it is:
  - a. being used to carry persons for a fee; this does not apply to use of **your covered off-road vehicle** in charitable events;
  - b. being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
  - c. rented or leased to another; this does not apply if you or any **family member** lends **your covered off-road vehicle** to another for reimbursement of operating expenses only.
6. While employed or otherwise engaged in the business or occupation of:
  - a. selling;
  - b. repairing;
  - c. servicing;
  - d. storing; or
  - e. parking;

motor vehicles. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of **your covered off-road vehicle** by:

  1. you;
  2. any **family member**; or
  3. any partner, agent or employee of you or any **family member**.

7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of:

- a. an **off-road vehicle**;
- b. **your covered off-road vehicle**; or
- c. a **trailer** used with a vehicle described in a., or b. above.

8. Using a vehicle without a reasonable belief that that person is entitled to do so.

This exclusion (8.) does not apply to you or any **family member** while using **your covered off-road vehicle**.

9. I. For bodily injury or property damage for which that person:
  - a. is an insured under a nuclear energy liability policy; or
  - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- II. A nuclear energy liability policy is a policy issued by any of the following or their successors:
  - a. American Nuclear Insurers;
  - b. Mutual Atomic Energy Liability Underwriters; or
  - c. Nuclear Insurance Association of Canada.
10. For bodily injury or property damage resulting from the ownership, maintenance or use, loading or unloading of **your covered off-road vehicle** by any person as an employee of the United States government, while acting within the scope of such employment. This exclusion applies only if the provisions of the Federal Tort Claims Act, as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the bodily injury or property damage.
11. For any liability assumed by a **covered person** under any contract or agreement.
12. For bodily injury or property damage arising out of the participation in any prearranged, organized or spontaneous:
  - a. racing contest;

- b. speed contest;
- c. demolition contest;
- d. stunt contest;
- e. **off-road vehicle** performance, maneuvering or endurance contest; or

in practice or preparation for any contest or use of this type.

- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
  1. Any vehicle or **trailer**, other than **your covered off-road vehicle**, which is:
    - a. owned by you; or
    - b. furnished or available for your regular use.
  2. I. Any vehicle or **trailer**, other than **your covered off-road vehicle**, which is:
    - a. owned by any **family member**; or
    - b. furnished or available for the regular use of any **family member**.
  - II. However, this exclusion (B.2.) does not apply to your maintenance or use of any vehicle or **trailer** which is:
    - a. owned by a **family member**; or
    - b. furnished or available for the regular use of a **family member**.
- C. We do not provide Liability Coverage for you or any **family member** for bodily injury to you or any **family member**, except to the extent of the minimum limits of Liability Coverage required by Texas Civil Statutes, Article 6701h, entitled "Texas Motor Vehicle Safety-Responsibility Act."

### Limit Of Liability

- A. The limit of liability shown in the Declarations for "each person" for Bodily Injury Liability is the most we will pay for all injuries to any one person in any one covered accident. The limit of liability shown in the Declarations for "each accident" for Bodily Injury Liability is the most we will pay for all bodily injuries resulting from any one covered accident, regardless of how many people are injured. The limit of liability shown in the Declarations for "each accident" for Property Damage Liability is the most we will pay for all damages to all property resulting from any one covered 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. Any payment under the Uninsured/Underinsured Motorists Coverage or the Personal Injury Protection Coverage of this policy to or for a **covered person** will reduce any amount that person is entitled to recover under this coverage.

### Out Of State Coverage

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

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

### Financial Responsibility Required

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

### Other Insurance

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

However, any liability insurance we provide to a **covered person** for the maintenance or use of a vehicle you do not own shall be excess over any other applicable liability insurance.

### Additional Interested Parties

If one or more additional interested parties are listed on the Declarations, the Liability Coverage of this policy will apply to those parties as insureds.

We will mail or deliver at least 10 days written notice to an additional interested party if we cancel or make any changes to this policy which adversely affect that party's interest. Our notice will be considered properly given if mailed to the last known address of the additional interested party.

The naming of an additional interested party does not increase that party's right to recovery under this policy, nor does it impose an obligation for the payment of premiums under this policy.

## Part B1—Medical Payments Coverage

### Insuring Agreement

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

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

- B. "**Covered person**" as used in this Part means:

1. You or any **family member**:
  - a. while **occupying**; or
  - b. when struck by;

an **off-road vehicle** or attached **trailer** while such person who sustains bodily injury and that **off-road vehicle** or attached **trailer** are not on public roads.

2. Any other person while **occupying your covered off-road vehicle**.

### Exclusions

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

1. Sustained while **occupying your covered off-road vehicle** when it is:
  - a. being used to carry persons for a fee; this does not apply to use of **your covered off-road vehicle** in charitable events; or
  - b. being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
  - c. rented or leased to another; this does not apply if you or any **family member** lends **your covered off-road vehicle** to another for reimbursement of operating expenses only.

2. Sustained while **occupying** any vehicle located for use as a residence or premises.
3. Occurring during the course of employment if workers' compensation benefits are required or available for the bodily injury.
4. Sustained while **occupying** or, when struck by, any vehicle (other than **your covered off-road vehicle**) which is:
  - a. owned by you; or
  - b. furnished or available for your regular use.
5. Sustained while **occupying** or, when struck by, any vehicle (other than **your covered off-road vehicle**) which is:
  - a. owned by any **family member**; or
  - b. furnished or available for the regular use of any **family member**.

However, this exclusion (5.) does not apply to you.

6. Sustained while **occupying** a vehicle without a reasonable belief that person is entitled to do so. This exclusion (6.) does not apply to you or any **family member** while using **your covered off-road vehicle**.
7. Sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion does not apply to bodily injury sustained while **occupying**:
  - a. an **off-road vehicle**;
  - b. **your covered off-road vehicle**; or
  - c. a **trailer** used with a vehicle described in a., or b. above.
8. Caused by or as a consequence of:
  - a. discharge of a nuclear weapon (even if accidental);
  - b. war (declared or undeclared);
  - c. civil war;
  - d. insurrection; or
  - e. rebellion or revolution.
9. From or as a consequence of the following whether controlled or uncontrolled or however caused:
  - a. nuclear reaction;
  - b. radiation; or
  - c. radioactive contamination.

10. To any person or dependent of a person to the extent that such person or dependent is eligible to receive

benefits provided by the U.S. government under a contract of employment, including past or present military duty.

We will reimburse the U.S. government, as required in Chapter 55 of Title 10 of the U.S. Code, for expenses covered under this part of the policy when it incurs such expense on behalf of a **covered person** through a facility of the uniformed services.

11. Sustained in an accident caused intentionally by that person.
12. Arising out of the participation in any prearranged, organized or spontaneous:
  - a. racing contest;
  - b. speed contest;
  - c. demolition contest;
  - d. stunt contest;
  - e. **off-road vehicle** performance, maneuvering or endurance contest; or

in practice or preparation for any contest or use of this type.

### 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. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under any Liability Coverage or Uninsured/Underinsured Motorists Coverage provided by this policy.
- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Liability Coverage or Uninsured/Underinsured Motorists Coverage provided by this policy.

## Other Insurance

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

## Assignment Of Benefits

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

## Part B2—Personal Injury Protection Coverage

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### Insuring Agreement

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

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

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

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

- II. Loss of income is the difference between
  - a. income which would have been earned had the **covered person** not been injured; and
  - b. the amount of income actually received from employment during the disability.
- III. If the income being earned as of the date of accident is a salary or fixed remuneration, it

shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the accident shall be used.

3. I. Reasonable expenses incurred for obtaining services. These services must replace those a **covered person** would normally have performed:
  - a. without pay;
  - b. during a period of disability; and
  - c. for the care and maintenance of the family or household.
- II. These benefits apply only if, at the time of the accident, the **covered person**:
  - a. was not an income producer; and
  - b. was not in an occupational status.

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

- C. "**Covered person**" as used in this Part means:
1. You or any **family member**:
    - a. while **occupying**; or
    - b. when struck by a motor vehicle or trailer.
  2. Any other person while **occupying your covered off-road 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 attempting to elude arrest by a law enforcement official.
3. While **occupying**, or when struck by, any motor vehicle (other than **your covered off-road vehicle**) which is owned by you.
4. By a **family member** while **occupying**, or when struck by any motor vehicle (other than **your covered off-road vehicle**) which is owned by a **family member**.
5. By that person while in the commission of a felony.

### Limit Of Liability

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

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

### Other Insurance

If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection insurance.

### Other Provisions

- A. **Loss Payments.** Benefits are payable:
  1. Not more frequently than every two weeks; and
  2. Within 30 days after satisfactory proof of claim is received.
- B. **Modification.** The General Provision part of this policy entitled "Our Right to Recover Payment" does not apply to this coverage.

### Assignment Of Benefits

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

## Part C—Uninsured/Underinsured Motorists Coverage

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### Insuring Agreement

- A. We will pay damages which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of bodily injury sustained by a **covered person**, or **property damage**, caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.

- B. **"Covered person"** as used in this Part means:
  1. You or any **family member**;
  2. Any other person **occupying your covered off-road vehicle**;
  3. Any person for damages that person is entitled to recover because of bodily injury to which this coverage applies sustained by a person described in B.1. or B.2. above.
- C. **"Property damage"** as used in this Part means injury to, destruction of or loss of use of:
  1. **Your covered off-road vehicle**, not including a temporary substitute.
  2. Any property owned by a person listed in B.1. or B.2. of **covered person** while contained in or on **your covered off-road vehicle**.
  3. Any property owned by you or any **family member** while contained in or on an **off-road vehicle** not owned, but being operated, by you or any **family member**.
- D.I. **"Uninsured motor vehicle"** means a land motor vehicle or trailer of any type,
  1. To which no liability bond or policy applies at the time of the accident,
  2. Which is a hit and run vehicle whose operator or owner cannot be identified and which causes bodily injury, death, or **property damage** by striking:
    - a. you or any **family member**;
    - b. a vehicle which you or any **family member** are **occupying**; or
    - c. **your covered off-road vehicle**.

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

### Exclusions

- A. We do not provide Uninsured/Underinsured Motorists Coverage for any person:
  1. For bodily injury sustained while **occupying**, or when struck by, any motor vehicle or trailer of any type owned by you or any **family member** which is not insured for this coverage under this policy.
  2. If that person or the legal representative settles the claim without our written consent.
- B. This coverage shall not apply directly or indirectly to benefit:
  1. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law;

3. When **your covered off-road vehicle** is:
  - a. being used to carry persons for a fee; this does not apply to use of **your covered off-road vehicle** in charitable events; or
  - b. being used to carry property for a fee; this does not apply to you or a **family member** unless the primary usage of the vehicle is to carry property for a fee; or
  - c. rented or leased to another; this does not apply if you or any **family member** lends **your covered off-road vehicle** to another for reimbursement of operating expenses only.
4. For the first \$250 of the amount of damage to the property of that person as the result of any one accident.
5. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion (A.5.) does not apply to you or any **family member** while using **your covered off-road vehicle**.
6. For bodily injury or **property damage** resulting from the intentional acts of that person.
7. For an accident caused by a vehicle whose operator or owner cannot be identified and which causes bodily injury, death, or **property damage** without striking:
  - a. you or any **family member**;
  - b. a vehicle which you or any **family member** are **occupying**; or
  - c. **your covered off-road vehicle**.
8. For bodily injury or **property damage** arising out of the participation in any prearranged, organized or spontaneous:
  - a. racing contest;
  - b. speed contest;
  - c. demolition contest;
  - d. stunt contest;
  - e. **off-road vehicle** performance, maneuvering or endurance contest; or

in practice or preparation for any contest or use of this type.

2. Any insurer of property.

### Limit Of Liability

- A. 1. The limit of liability shown in the Declarations for "each person" for Uninsured/Underinsured Motorists Coverage is the most we will pay for all bodily injuries sustained by any one person in any one motor vehicle accident. The limit of liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorist Coverage is the most we will pay for all bodily injuries due to any one motor vehicle accident, regardless of the number of persons injured. The limit of liability shown in the Declarations for "each accident" for Property Damage Liability is the most we will pay for all damages to all property due to any one motor vehicle accident.

This is the most we will pay regardless of the number of:

1. **Covered persons;**
2. Claims made;
3. Policies or bonds applicable;
4. Vehicles or premiums shown in the Declarations; or
5. Vehicles involved in the accident.

THIS MEANS THAT NO STACKING OR AGGREGATION OF UNINSURED/UNDERINSURED MOTORISTS COVERAGE WHATSOEVER WILL BE ALLOWED BY THIS POLICY.

- II. Subject to this maximum, our limit of liability will be the lesser of:
  - a. The difference between the amount of a **covered person's** damages for bodily injury or **property damage** and the amount paid or payable to that **covered person** for such damages, by or on behalf of persons or organizations who may be legally responsible; and
  - b. The applicable limit of liability for this coverage.
- B. In order to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out in the Declarations and other applicable provisions of this coverage, we will pay all covered

damages not paid or payable under any workers' compensation law, disability benefits law, any similar law, auto medical expense coverage or Personal Injury Protection Coverage.

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

### Other Insurance

- A. If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.
- B. For any **property damage** to which the Coverage for Damage to Your Off-Road 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.

### Duties In Case There Is A Loss

#### Uninsured/Underinsured Motorists Coverage

In addition to the duties listed in Part E of this policy, a person seeking Uninsured/Underinsured Motorists Coverage must also:

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

## Part D—Coverage For Damage To Your Off-Road Vehicle

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### Collision Insurance

If a premium is shown on the Declarations for Collision Insurance, we will pay for direct and accidental loss to **your covered off-road vehicle** from a collision with another object or by upset of that **off-road vehicle**.

We will pay for direct and accidental loss to any helmets worn by you or any passenger in, on, getting into or out of, or getting on or off of, **your covered off-road vehicle** at the time of a collision. The damage to the helmet must occur as a direct result of the collision, and the helmet must be made available for our inspection.

### Comprehensive Insurance

If a premium is shown on the Declarations for Comprehensive Insurance, we will pay for direct and accidental loss to **your covered off-road vehicle** not caused by collision. Loss caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, and riot or civil commotion is covered. Glass breakage, whether or not caused by collision, and collision with a bird or animal is covered. Plastic or other materials used by the manufacturer as substitutes for glass will also be considered glass.

If by agreement between you and us, glass is repaired rather than replaced, the deductible amount will not be subtracted from a glass breakage loss.

### Lease Or Loan Gap Coverage

If a premium is shown on the Declarations for Lease or Loan Gap Coverage and the amount you owe at the time of loss under the terms of the lease or loan agreement on **your covered off-road vehicle** exceeds the actual cash value of the **off-road vehicle** at the time of the loss, then we will pay the difference between these amounts in the event of a total loss due to physical damage or theft of **your covered off-road vehicle**. We may pay you and the lessor or lienholder named on the Declarations.

Lease Or Loan Gap Coverage applies only if you have both Collision Insurance and Comprehensive Insurance in effect under this policy at the time of the loss and the loss is covered under either coverage. This coverage applies only to the original lease or loan written on **your covered off-road vehicle** and applies only if **your covered off-road vehicle** was

not previously titled. This coverage applies only if **your covered off-road vehicle** is described on the Declarations and the loss occurs during a policy period that began any time during a calendar year in which that **off-road vehicle** was three model years old or less.

### Optional Or Added Equipment Coverage

If a premium is shown on the Declarations for Optional or Added Equipment, we will pay for damage caused by a covered Collision or Comprehensive loss to any Optional or Added Equipment.

Optional or Added Equipment means any equipment, devices, accessories, enhancements, and changes, other than those that are installed by the original manufacturer as part of the original sale. Optional or Added Equipment includes, but is not limited to, dealer added items as part of the original sale, **sound systems**, winches, custom seats, windshields, fairings, storage bags, trunk and luggage racks, custom light bars, custom exhaust systems, trailers, cutters and sleds. Trailers, cutters and sleds must be designed for use with a **covered off-road vehicle**. Optional or Added Equipment also includes safety riding apparel, other than helmets, while in, upon or being used in connection with **your covered off-road vehicle**.

You must fully disclose to us all Optional or Added Equipment.

### Transportation Expenses

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

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

### Additional Definitions Used In This Part

- A. **“Sound system”** as used in this Part means any device permanently installed in or on **your covered off-road vehicle** by bolts, brackets, or other similar means designed for:
  - a. voice or video transmission, or for voice or video reception; or
  - b. recording or playing back recorded material; or
  - c. supplying power to cellular or similar telephone equipment,

and which is not standard equipment or is not permanently installed by the original manufacturer of **your covered off-road vehicle** as part of the original sale.

**B. "Your covered off-road vehicle" means:**

1. Any **off-road vehicle** shown in the Declarations;
2. Any **off-road vehicle** on the date you become the owner. This provision (B.2.) applies only if you:
  - a. acquire the **off-road vehicle** during the policy period; and
  - b. notify us within 30 days after you become the owner; and
  - c. pay any additional premium.

If you acquire an **off-road vehicle** which replaces an **off-road vehicle** shown in the Declarations, it will have the same coverage as the **off-road vehicle** it replaced.

If you acquire an **off-road vehicle** in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any **off-road vehicle** shown in the Declarations.

3. Any vehicle you do not own while used as a temporary substitute for any **off-road vehicle** described in this definition which is out of normal use because of **your covered off-road vehicle's**
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.

## Exclusions

We will not pay for:

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

This exclusion (2.) does not apply if the damage results from the total theft of **your covered off-road vehicle**.
3. Loss due to or as a consequence of:
  - a. radioactive contamination;
  - b. discharge of any nuclear weapon (even if accidental);
  - c. war (declared or undeclared);
  - d. civil war;
  - e. insurrection; or
  - f. rebellion or revolution.
4. Loss to any **sound system** in or on **your covered off-road vehicle**. Coverages under this Part also will not apply to any apparatus in or on **your covered off-road vehicle** designed for use with that system. This exclusion will not apply if you have purchased additional coverage for your **sound system** under Optional or Added Equipment Coverage.
5. Loss to any tapes, compact discs or other devices for use with equipment designed for the reproduction of sound.
6. Loss to any vehicle while used as a temporary substitute for a vehicle you own which is out of normal use because of its:
  - a. breakdown;
  - b. repair;
  - c. servicing;
  - d. loss; or
  - e. destruction.
7. Loss due to or as a consequence of a seizure of **your covered off-road vehicle** by federal or state law enforcement officers as evidence in a case against you by the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.
8. Loss to any optional or added equipment not included as standard equipment by the manufacturer of **your covered off-road vehicle** as part of the original sale. This exclusion does not apply if you have purchased Optional or Added Equipment Coverage for this equipment under this policy.

9. Loss intentionally caused by you or any **family member**. This exclusion will not apply to an innocent spouse or insured who did not contribute to such loss or to the interest of an innocent spouse or insured in **your covered off-road vehicle**.
10. Loss arising out of the participation in any prearranged, organized or spontaneous:
  - a. racing contest;
  - b. speed contest;
  - c. demolition contest;
  - d. stunt contest;
  - e. **off-road vehicle** performance, maneuvering or endurance contest; or

in practice or preparation for any contest or use of this type.
11. Loss which results from the bankruptcy, insolvency, or fraudulent activity of any person who has possession of **your covered off-road vehicle** for the purpose of a consignment sale.
12. Loss due to seizure, confiscation or taking away by any means, with or without your cooperation, of any **off-road vehicle** by any police or governmental agency, body, or authority, for any reason whatsoever. This exclusion applies whether or not you are or were a bona fide purchaser in good faith of the **off-road vehicle**.
13. Loss due to conversion or embezzlement by any person who has the **off-road vehicle** due to any rental, lease, lien or sales agreement.

### Limits Of Liability

This clause applies to all Part D coverages except for loss to helmets and Lease or Loan Gap Coverage.

Our limit of liability is the least of:

1. The actual cash value of the property or damaged part of the property at the time of loss;
2. The cost to repair or replace the property or part to its physical condition at the time of loss using parts produced by or for the vehicle's manufacturer, or parts from other sources, including but not limited to, non-original equipment manufacturers, subject to applicable state laws and regulations; or

3. The limit shown on the Declarations for Optional or Added Equipment if the loss is to property covered under Optional or Added Equipment Coverage.

Any applicable deductible amount is then subtracted.

If we, at our option, elect to pay for the cost to repair or replace the property or part, our liability does not include any decrease in the property's value, however measured, resulting from the loss and/or repair or replacement.

When more than one coverage under this Part D of the policy is applicable to the loss, you may recover under the broadest coverage but not both.

### Limits Of Liability For Loss To Helmets

The total limit of **our** liability for each helmet loss will be the least of the following amounts:

1. The actual cash value of the helmet at the time of the loss;
2. The cost to repair the helmet;
3. The difference between the actual cash value of the helmet prior to the collision and immediately following the collision; or
4. \$500 per helmet.

### Limits Of Liability Under Lease Or Loan Gap Coverage

Our limit of liability with respect to Lease Or Loan Gap Coverage, when purchased and applicable to the loss, is the difference between the amount you owe at the time of loss under the terms of the lease or loan agreement to which **your covered off-road vehicle** is subject and the actual cash value of **your covered off-road vehicle** at the time of loss. Any amount payable under Lease Or Loan Gap Coverage will be reduced by:

1. Overdue loan or lease payments and the financial penalties associated with those overdue payments;
2. The transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for **your covered off-road vehicle** described on the Declarations;
3. The dollar amount of unrepaired damage which occurred prior to the total loss of **your covered off-road vehicle**; and

4. All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any financed warranty or extended service agreement on **your covered off-road vehicle**.

### Payment Of Loss

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

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

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

### No Benefit To Bailee

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

### Other Insurance

- A. If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
- B. For any loss to which Uninsured/Underinsured Motorists Coverage (from this or any other policy) and this coverage both apply, you may choose the coverage from which damages will be paid.

You may recover under both coverages, but only if:

1. Neither one by itself is sufficient to cover the loss;
  2. You pay the higher deductible amount (but you do not have to pay both deductibles); and
  3. You will not recover more than the actual damages.
- C. Lease Or Loan Gap Coverage is excess over any other collectible insurance.

### Appraisal

If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they

will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

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

### Additional Duties For Coverage For Damage To Your Off-Road Vehicle

In addition to the duties listed in Part E of this policy, a person seeking Coverage for Damage to Your Off-Road Vehicle must also:

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

### Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, we may pay loss or damage under this policy to you and the Lienholder and/or Lessor as its interest may appear, except:

1. Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of you.
2. When the vehicle(s) is intentionally damaged, destroyed or concealed by or at the direction of you or any owner.
3. When you or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any accident or loss for which coverage is sought.

The Lienholder and/or Lessor must notify us of any change in ownership or hazard that is known.

If you or any owner fails to render proof of loss within the time granted in the policy, the Lienholder and/or Lessor must do so within 90 days in the form and manner described in the policy. The Lienholder and/or Lessor are subject to the provisions of the policy relating to appraisal, time of payment and bringing suit.

We may cancel this policy according to its terms. We will notify the Lienholder and/or Lessor at least ten days prior to the date of cancellation that the cancellation is effective as to the interest of the Lienholder and/or Lessor.

Whenever we pay the Lienholder and/or Lessor any sum for loss or damage under this policy, we will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, these subrogation provisions must in no way impair the rights of the Lienholder and/or Lessor to recover the full amount of its claim from the insured.

The Lienholder and/or Lessor has no greater rights under the provisions of the policy than the insured.

## Part E—Duties After An Accident Or Loss

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### General Duties

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses. If we show that your failure to provide notice prejudices our defense, there is no liability coverage under the policy.
- B. A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  3. Submit, as often as we reasonably require, to physical exams by physicians we select. We will pay for these exams.
  4. Authorize us to obtain:
    - a. medical records which are reasonably related to the injury or damage asserted; and
    - b. other pertinent records.
  5. When required by us:
    - a. submit a sworn proof of loss;
    - b. submit to examination under oath.
- C. Within 15 days after we receive your written notice of claim, we must:
1. acknowledge receipt of the claim.
 

If our acknowledgement of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgement.
  2. begin any investigation of the claim.
  3. specify the information you must provide in accordance with paragraph B. above.
- We may request more information, if during the investigation of the claim such additional information is necessary.
- D. After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:
1. within 15 **business days**; or
  2. within 30 days if we have reason to believe the loss resulted from arson.
- E. If we do not approve payment of your claim or require more time for processing your claim, we must:
1. give the reasons for denying your claim, or
  2. give the reasons we require more time to process your claim. But, we must either approve or deny your claim within 45 days after our requesting more time.
- F. In the event of weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above are extended for an additional 15 days.
- G. Loss Payment
1. If we notify you that we will pay your claim, or part of your claim, we must pay within 5 **business days** after we notify you.
  2. If payment of your claim or part of your claim requires the performance of an act by you, we must pay within 5 **business days** after the date you perform the act.
- H. Notice of Settlement of Liability Claim
1. We will notify you in writing of any initial offer to compromise or settle a claim against you under the liability section of this policy. We will give you notice within 10 days after the date the offer is made.

2. We will notify you in writing of any settlement of a claim against you under the liability section of this policy. We will give you notice within 30 days after the date of the settlement.

## Part F—General Provisions

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### Bankruptcy

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

### Changes

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change. Any calculation or adjustment of your premium will be made using the rules, rates and forms in effect, and on file if required, for our use in your state. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  1. The number, type or use classification of the insured **off-road vehicles**;
  2. Operators using insured **off-road vehicles**;
  3. The place of principal storage of insured **off-road vehicles**;
  4. Coverage, deductible or limits;
  5. Discount or surcharge applicability.
- C. If this policy form is revised to provide more coverage without additional premium charge, we will automatically provide the additional coverage as of the date the revision is effective.
- D. We will compute the premium at the rates in effect on each anniversary date of the policy's inception date for a policy written for more than a full year.

### Combining Limits Of Two Or More Off-Road Vehicles Prohibited

The coverage limits applicable to any one **your covered off-road vehicle** shown on the Declarations will not be combined with or added to the coverage limits applicable to any other **your covered off-road vehicle** shown on the

Declarations or covered by the policy. This means that no stacking or aggregation of coverages will be allowed by this policy. This is true even though a separate premium is charged for each of those **off-road vehicles**. This is true regardless of the number of:

1. Vehicles or persons shown on the Declarations;
2. Vehicles involved in the accident;
3. Persons seeking damages as a result of the accident; or
4. Insured persons from whom damages are sought.

If two or more **your covered off-road vehicles** are shown on the Declarations and one of these **off-road vehicles** is involved in an accident to which coverage applies, the coverage limits shown on the Declarations for the involved **off-road vehicle** will apply. If a covered accident involves a **off-road vehicle** other than one shown on the Declarations, or if an insured person is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Declarations for the applicable coverage for any one **off-road vehicle** will apply.

### Conformity To State Statutes

When the policy provisions are in conflict with the statutes of the state in which the policy was issued, the provisions are amended to conform to such statutes.

### Dividend Provision—Participating Companies

To the extent and upon the conditions fixed and determined from time to time by our Board of Directors in accordance with the provisions of the Texas Insurance Code of 1951, as amended, you shall be entitled to participate in a distribution of our surplus.

### Legal Action Against Us

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

### Our Right To Recover Payment

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
  2. Nothing after loss to prejudice them. (A release of the insurer of an underinsured motor vehicle does not prejudice our rights.)

However, our rights in this paragraph do not apply under Part D, against any person using **your covered off-road vehicle** with a reasonable belief that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
  2. Reimburse us to the extent of our payment. (However, we may not claim the amount recovered from an insurer of any underinsured motor vehicle.)

### Policy Period And Territory

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
  2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
  2. Puerto Rico; or
  3. Canada.

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

- C. Mexico Coverage—Limited  
WARNING—READ THIS CAREFULLY!

Motor vehicle accidents in Mexico are subject to the laws of Mexico only—NOT the laws of the United States

of America. Unlike the United States, the Republic of Mexico considers a motor vehicle accident a **CRIMINAL OFFENSE** as well as a civil matter.

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

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

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

#### Additional Exclusions:

We do not provide any coverage:

1. If **your covered off-road vehicle** is not principally stored and used in the United States; and
2. To any **covered person** who does not live in the United States.

#### Special Conditions:

The insurance we provide by this provision will be excess over any other collectible insurance.

We will pay losses under Coverage for Damage to Your Off-Road Vehicle in the United States, not in Mexico. If **your covered off-road vehicle** must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such loss at the nearest United States point where the repairs can be made.

### Termination

- A. **Cancellation.** This policy may be cancelled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
    - a. returning this policy to us; or
    - b. giving us advance written notice of the date cancellation is to take effect.



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

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

C. **Other Termination Provisions.**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund promptly. The premium refund, if any, will be computed pro rata, subject to the policy minimum premium. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. Any cancellation or restriction of coverage made without your consent will be of no effect, except as

- a. provided for in this Termination provision under Cancellation or Non-Renewal; or
- b. required by the Texas Department of Insurance.

**Texas Auto Theft Prevention Authority Fee**

NOTICE: The Automobile Theft Prevention Authority fee is payable in addition to the premium due under this policy. This fee reimburses the insurer, as permitted by 28 TAC §5.205, for the \$1.00 fee per motor vehicle year required to be paid to the Automobile Theft Prevention Fund under Texas Civil Statutes, Article 4413(37), §10, which became effective on June 6, 1991.

**Transfer Of Your Interest In This Policy**

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

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

**Two Or More Policies**

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

**What Law Will Apply**

This policy is issued in accordance with the laws of Texas and covers property or risks principally located in Texas. Subject to the following paragraph, any and all claims or disputes in any way related to this policy shall be governed by the laws of Texas.

If a covered loss to **your covered off-road vehicle**, a covered motor vehicle accident, or any other occurrence for which

coverage applies under this policy happens outside Texas, claims or disputes regarding that covered loss to **your covered off-road vehicle**, a covered motor vehicle accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to **your covered off-road vehicle**, a covered motor vehicle accident, or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### **Where Lawsuits May Be Brought**

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard, and decided only in a state or federal court located in Texas. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy or involved in any other way with this policy, shall be brought, heard, and decided only in a state or federal court located in Texas, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to **your covered off-road vehicle**, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Texas, law suits regarding that covered loss to **your covered off-road vehicle**, a covered motor vehicle accident, or other covered occurrence may also be brought in the judicial district where that covered loss to **your covered off-road vehicle**, a covered motor vehicle accident, or other covered occurrence happened.

Nothing in the provision, Where Lawsuits May Be Brought, shall impair any party's right to remove a state court lawsuit to a federal court.