

Auto Policy

ACR135 (ED. 11/2018)

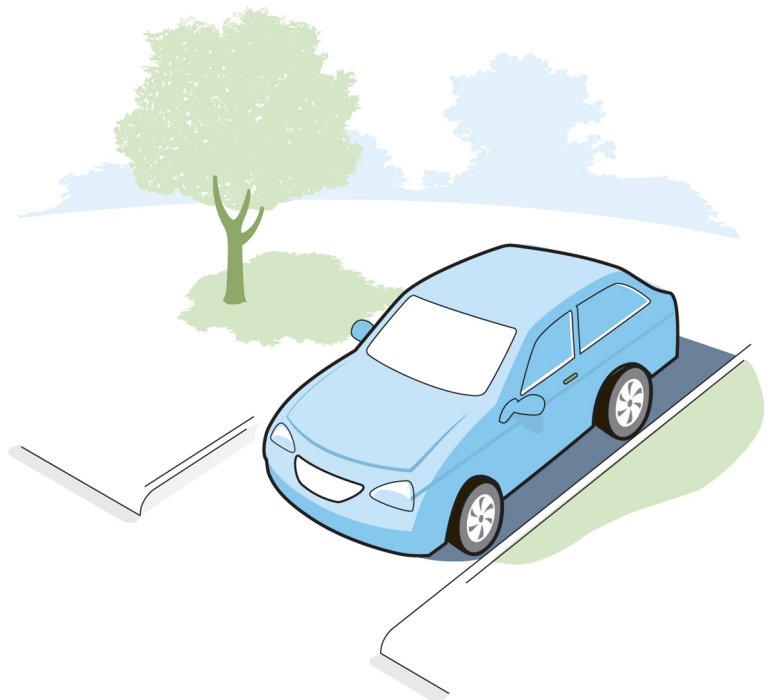


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GENERAL PROVISIONS

The following provisions apply to all parts of the policy except where otherwise noted.

Insuring Agreement

This policy is a legal contract between **you** and **us**. A coverage applies only when a premium for it is shown on the Policy Declarations or when the Policy Declarations lists the coverage as being "Included." On **your** Policy Declarations, coverages may be shown for each **auto**, or may be listed under "Additional Coverages."

If **you** pay the premiums when due and comply with the policy terms, **we**, relying on the information **you** have given **us**, make the following agreements with **you**.

You agree that it is **your** responsibility to review **your** Policy Declarations to:

1. confirm that the coverages and limits that **you** requested have actually been issued to **you**; and
2. ensure that each of the coverages and limits shown on the Policy Declarations are appropriate for **your** insurance needs.

You further agree to review those sections of this policy which relate to the coverages issued to **you**. Failure to review this policy, including **your** Policy Declarations, will not relieve **you** of this obligation. **You** should contact **us**, or the agent listed on **your** Policy Declarations, immediately if **you** have any questions about the coverages or limits, if **you** believe there is any mistake about the coverages or limits issued to **you**, or if **you** have any questions about this policy.

The terms of this policy impose joint obligations on persons defined in applicable sections of this policy as insured persons. This means that the responsibilities, acts and omissions of a person defined as an insured person will be binding upon other person(s) defined as insured person(s).

Depending on the number of vehicles **you** are insuring, **we** may find it necessary to issue **you** two or more different policy numbers for this one policy. Even if **we** issue two or more policy numbers, this shall still constitute one policy. **Your** Policy Declarations lists the policy numbers applicable.

When And Where The Policy Applies

Your policy applies only during the policy period. During this time, it applies to covered losses to the **auto**, accidents, and occurrences within the United States, its territories or possessions, Canada, and between their ports. The policy period is shown on the Policy Declarations.

Conformity To State Statutes

When the policy provisions are in conflict with the statutes of the state in which **your auto(s)** described on the Policy Declarations are principally garaged, the provisions are amended to conform to such statutes.

Definitions Used Throughout The Policy

The following definitions apply throughout the policy unless otherwise indicated. Defined words are printed in boldface type.

1. **Additional Auto** means an **auto** of which **you** become the owner during the policy period and which is:
 - a) not described on the Policy Declarations; and
 - b) not acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will be an **additional auto** for the 30 days immediately after **you** acquire ownership, but only if **you** pay any additional premium for the coverage afforded by this policy during the 30 day period.

After the 30 days, the **auto** is no longer an **additional auto**.

2. **Auto** means a private passenger land motor vehicle which has at least four wheels and is designed for use on public roads. However, **auto** does not include any vehicle which has a manufacturer specified Gross Vehicle Weight (GVW) in excess of 25,000 pounds.

Auto does include a vehicle of the pick-up body, sedan delivery, panel truck, van, multi-use or stake body type which:

- a) has a GVW of 25,000 pounds or less; and
- b) is 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.

3. **Bodily Injury** means physical harm to the body, sickness, disease, or death, but does not include diseases transmitted through sexual contact or any resulting symptom, effect, condition, disease or illness related to such diseases.
4. **Business day** means a day other than a Saturday, Sunday or holiday recognized by the State of Texas.
5. **DNC** means a delivery network company that uses a digital network or software application service to connect its customers to delivery transportation services provided by delivery network company drivers. To qualify as a DNC under this endorsement, the entity must operate lawfully under the terms of laws governing delivery or transportation network companies in the state where this policy is issued.
6. **DNC Driver** means a person who is named on the Policy Declarations as a listed driver and who is registered with a **DNC** as a delivery network company driver.

7. **Non-owned Auto** means an **auto** used by **you** or a **resident** relative, including a ward or foster child of **you** or a **resident** relative, with the owner's permission but which is not:
- owned by **you** or a **resident** relative; or
 - available or furnished for the regular use of **you** or a **resident** relative.

This definition of **non-owned auto** does not apply to **Automobile Liability Insurance–Bodily Injury and Property Damage**.

8. **Prearranged Delivery** means transportation provided by a **DNC driver** beginning at the time the **DNC driver** accepts a delivery assignment requested through a digital network controlled by a **DNC** and ending at the time the delivery departs from the **DNC driver's** personal vehicle.
9. **Prearranged Ride** means transportation provided by a **TNC driver** beginning at the time the **TNC driver** accepts a passenger assignment requested through a digital network controlled by a **TNC** and ending at the time the rider departs from the **TNC driver's** personal vehicle.
10. **Replacement Auto** means an **auto** of which **you** become the owner during the policy period and which is:
- not described on the Policy Declarations; and
 - acquired as a permanent replacement for an **auto** described on the Policy Declarations.

This **auto** will have the same coverage as the **auto** being replaced until the end of policy period in which it was acquired, except as described in **Protection Against Loss To The Auto, Insured Auto**.

11. **Resident** means a person who physically resides in **your** household with the intention to continue residence there. **Your** unmarried dependent children while temporarily away from home will be considered **residents** if they intend to resume residing in **your** household.
12. **Shared-Expense Car Pool** means an arrangement between private parties to share rides:
- for which partial or full reimbursement of driving expenses is made or offered, and for which there is no other compensation; and
 - which is not facilitated by a commercial enterprise which connects drivers to riders, including, but not limited to, a **TNC**.
13. **Substitute Auto** means a **non-owned auto** being temporarily used by **you** or a **resident** relative, including a ward or foster child of **you** or a **resident** relative, with the permission of the owner while **your auto** insured under this policy is being serviced or repaired, or if it is stolen or destroyed.
14. **TNC** means a transportation network company that uses a digital network or software application service to connect its customers to transportation services provided by transportation network company drivers. To qualify as a TNC under this endorsement, the entity must

operate lawfully under the terms of laws governing transportation network companies in the state where this policy is issued.

15. **TNC Driver** means a person who is named on the Policy Declarations as a listed driver and who is registered with a **TNC** as a transportation network company driver.
16. **Trailer** means any trailer, other than a **travel-trailer**, that is designed for use with an **auto**.
17. **Travel-trailer** means a trailer of the house, cabin or camping type equipped or used as a temporary living quarters.
The **travel-trailer** must be designed for use with an **auto**.
18. **We, Us, or Our** means the company shown on the Policy Declarations.
19. **You or Your** means the policyholder(s) listed as Named Insured(s) on the Policy Declarations and the **resident** spouse of any such Named Insured or the spouse of any such Named Insured even when not a **resident** during a period of separation in contemplation of divorce.

Leased Autos

Unless otherwise indicated, an **auto** leased to a person under a written agreement with a term of at least six continuous months shall be considered, for purposes of this policy, to be owned by that person.

Premium Changes

The total premium for this policy is based on information **we** have received from **you** or other sources. **You** agree to cooperate with **us** in determining if this information is correct, if it is complete, and if it changes during the policy period. **You** agree that if this information changes or is incorrect or incomplete, **we** may adjust **your** premium accordingly.

Changes which result in a premium adjustment are described in **our** rules.

These changes include, but are not limited to:

- autos** insured by the policy, including changes in use;
- drivers residing in **your** household, their ages or marital status;
- coverages or coverage limits;
- rating territory, or the place of principal garaging of the autos insured by the policy; and
- discount or surcharge applicability.

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.

Coverage Changes

When **we** broaden a coverage during the policy period without additional charge, **you** have the new feature if **you** have the coverage to which it applies. The new feature applies on the date the coverage change is effective in **your** state. Otherwise, the policy can be changed only by endorsement. Any change

in **your** coverage will be made using the rules, rates and forms in effect, and on file if required, for **our** use in **your** state.

Duty To Report Changes

Your policy was issued in reliance on information **you** provided including, but not limited to, information regarding **autos**, persons in **your** household, and **your** place of residence. **You** must promptly notify **us**:

1. when **you** change **your** address;
2. when any person with a driver's license joins **your** household, or when any **resident** of **your** household acquires a driver's license.

Notice

Your notice to **our** authorized agent shall be deemed to be notice to **us**.

What To Do If There Is A Loss:

Duties Of An Insured Person

If a person insured under this policy has an accident or loss involving a motor vehicle, **we** or **our** authorized agent must be informed promptly of all details. As soon as possible, any person making a claim must give **us** proof of loss, in writing or in another form specified by **us**, including all details **we** may need to determine the amounts payable. **We** may require that the proof of loss be a sworn proof of loss.

If a person is sued as a result of a motor vehicle accident, **we** must be informed immediately.

An insured person making a claim must:

1. Provide **us** with the following information as soon as possible:
 - a) date and time of the accident or loss;
 - b) location of the accident or loss; and
 - c) all other details reasonably required by **us** including, but not limited to, information obtained from the vehicle's computer, vehicle safety features, or ride-sharing applications.
2. Notify the police as soon as possible if:
 - a) the owner or operator of a vehicle involved in the accident or loss cannot be identified; or
 - b) a theft or vandalism loss has occurred.
3. Cooperate with **us** in **our** effort to investigate the accident or loss and settle any claims.
4. Allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, separately and apart from others, except that a minor may have a parent or guardian present during an examination under oath. The insured person must answer all reasonable questions **we** may ask as often as **we** may reasonably require.

5. Give **us** authorization to obtain medical reports and other records pertinent to the claim. The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require.
6. Promptly send **us** any and all legal papers relating to any claim or lawsuit.
7. Attend hearings and trials as often as **we** require.
8. In the case of loss to an **auto, trailer** or **travel-trailer** insured with **Auto Collision Insurance** or **Auto Comprehensive Insurance** you must:
 - a) protect the **auto, trailer** or **travel-trailer** from further loss, as far as reasonably possible. **We** will pay reasonable expenses to guard against further loss. If **you** do not protect the **auto, trailer** or **travel-trailer**, further loss may not be covered.
 - b) allow **us** to inspect the **auto, trailer** or **travel-trailer**, or have it inspected, before its repair or disposal. If **you** or **we** demand an appraisal of the loss under to the **Right To Appraisal** provision, **you** must allow **us** to have the **auto, trailer** or **travel-trailer** appraised.

What To Do If There Is A Loss:

Our Duties

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 **What To Do If There Is A Loss, Duties Of An Insured Person**.

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

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.

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.

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.

What To Do If There Is A Loss:

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.

Assistance And Cooperation Of The Insured

A person insured under this policy must cooperate with **us** in the investigation, settlement and defense of any claim or lawsuit.

We are not obligated to provide reimbursement if a person insured under this policy voluntarily takes any action or makes any payments other than for covered expenses for bail bonds or first aid to others. If a person insured under this policy has a right to recover damages from anyone responsible for the loss, **we** may require that person to take proper action to preserve that right.

Our Right To Recover Payment

1. 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:
 - a) whatever is necessary to enable **us** to exercise **our** rights; and
 - b) 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 **Protection Against Loss To Your Auto** against any person using **your auto** insured under this policy with a reasonable belief that person is entitled to do so.

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

This provision does not apply to **Personal Injury Protection Coverage**.

Combining Limits Of Two Or More Autos Prohibited

The coverage limits applicable to any one **auto** shown on the Policy Declarations will not be combined with or added to the coverage limits applicable to any other **auto** shown on the Policy 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 **autos**. This is true regardless of the number of:

1. vehicles or persons shown on the Policy Declarations;
2. vehicles involved in the accident or loss;
3. persons seeking damages as a result of the accident or loss; or
4. insured persons from whom damages are sought.

If two or more **autos** are shown on the Policy Declarations and one of these **autos** is involved in an accident or loss to which coverage applies, the coverage limits shown on the Policy Declarations for the involved **auto** will apply. If a covered accident or loss involves an **auto** other than one shown on the Policy Declarations, or if a person insured under this policy is struck as a pedestrian in a covered accident, the highest coverage limits shown on the Policy Declarations for the applicable coverage for any one **auto** will apply.

Two Or More Auto Policies

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

Transfer Of Your Interest In This Policy

1. **Your** rights and duties under this policy may not be assigned without **our** written consent. However, if a named insured shown in the Policy Declarations dies, coverage will be provided for:
 - a) the surviving spouse if **resident** in the same household at the time of death.
 - b) the surviving spouse who is not a **resident** in the same household at the time of death because of a period of separation in contemplation of divorce.
 - c) the legal representative of the deceased person as if a named insured shown in the Policy Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your auto** insured under this policy.
2. Coverage will be provided until the end of the policy period.

Payment

If **your** initial premium payment for **your** first policy period is by check, draft, or any remittance other than cash, such payment is conditional upon the check, draft, or remittance being honored upon presentation. If such check, draft, or remittance is not honored upon presentation, this policy shall be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages which would otherwise be covered had the check, draft, or remittance been honored upon presentation.

Communications

If **you** have indicated **your** willingness to conduct business electronically with **us**, including receiving and signing the electronic forms relating to **your**

insurance and other transactions (current and future), the communications **we** may provide to **you** in electronic form include, but are not limited to, policy forms, renewal and non-renewal notices, informational or other notices, disclosures, premium information and cancellation notices.

Even when **you** and **we** have agreed that the primary method of communicating with **you** will be in electronic form, **we** may, in **our** discretion, send communications to **you** via U.S. Mail or other carrier instead of, or in addition to, providing them to **you** electronically. Electronic communications provided to **you** will have the same force and effect as if sent to **you** via U.S. Mail or other carrier with proof of mailing. Proof of electronic notification will be sufficient proof of notice for all electronic communications pertaining to this policy.

Conditional Reinstatement

If **we** send a cancellation notice because:

1. the required premium was not paid in a timely manner, and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation; or
2. the required premium was not paid in a timely manner due to an issue with **your** electronic payment information and/or account balance, and **you** then update this information, and the transaction is not honored upon presentation;

your policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Fraud Or Misrepresentation

Pursuant to Texas Insurance Code Sec. 705.003(b), this entire policy is void from its inception if it was obtained or renewed through material misrepresentation, fraud or concealment of material fact. This means that **we** will not be liable for any claims or damages that would otherwise be covered. Such misrepresentation, fraud or concealment must be material to the risk or contribute to the contingency or event on which the policy became due and payable.

Pursuant to Texas Insurance Code Sec. 705.003(b), **we** may not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy. The statements or conduct must have been fraudulently made, misrepresented a fact material to the question of **our** liability under the policy, and misled **us** or caused **us** to waive or lose a valid defense to the policy.

Termination

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

1. **You** may cancel by:
 - a) returning this policy to **us**; or
 - b) giving **us** advance notice of the date cancellation is to take effect.
2. **We** may cancel by mailing or delivering electronically at least 10 days notice to **you** at the address shown in this policy.
3. After this policy is in effect for 60 days or if this is a renewal or continuation policy, **we** will cancel only:
 - a) if **you** submit a fraudulent claim; or
 - b) for nonpayment of premium; or
 - c) if **your** driver's license or motor vehicle registration or that of:
 - 1) any driver who lives with **you**; or
 - 2) any driver who customarily uses **your auto** insured under this policy

has been suspended or revoked. However, **we** will not cancel if **you** consent to the attachment of an endorsement eliminating coverage when **your auto** insured under this policy 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.

Non-Renewal. If **we** decide not to renew or continue this policy, **we** will mail or deliver notice electronically to **you** at the address shown in this policy. Notice will be mailed or delivered electronically 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 the age of any person insured by this policy. **We** may not refuse to renew this policy based solely on the fact that **you** are an elected official.

Other Termination Provisions

1. **We** may, electronically or in any other way, deliver any notice instead of mailing it.

If **we** mail the notice using U.S. mail, **we** will mail the notice to the named insured shown in the Policy Declarations at the address shown in this policy. Proof of mailing of any notice shall be sufficient proof of notice.

If **we** deliver the notice electronically, proof of sending the electronic notification to **your** last known preferred electronic contact address contained in **our** records 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 no later than the 15th **business day** after the date of cancellation. 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 Automobile Burglary And Theft Prevention Authority

NOTICE: A fee of \$2.00 is payable in addition to the premium due under this policy. This fee partially or completely reimburses the insurer, as permitted by 28 TAC §5.205, for the \$2.00 fee per motor vehicle year required to be paid to the Automobile Burglary and Theft Prevention Authority under Vernon's Annotated Revised Civil Statutes of the State of Texas, Article 4413(37), §10, which became effective on June 6, 1991, and revised effective September 1, 2011.

Loss Reduction, Affinity Relationship Program And Other Items

At **your** option:

1. **we** will provide **you**, or allow others to provide **you**, with one or more of the following subject to terms and availability under this provision:
 - a) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or
 - b) items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, or things of any other type that **we** think may be of value to **you** or someone else insured under this policy.
2. **we** may make, or allow others to make, one or more of the following: charitable contributions, donations, or gifts.

These items, memberships, special offers, merchandise, points, rewards, airline miles, services, classes, seminars, charitable contributions, donations, gifts, or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers, and gift cards.

Interest

If **we** owe payment of interest, **we** will pay such interest at the rate required by statute or law. If there is no rate of interest required by statute or law, **we** will pay interest at an annual rate of two percent of the amount owed for:

1. interest on judgment, decree or mandated order for payment by a court; or
2. any refund or credit for excess amounts if **we** discover that the premium **we** charged was more than **we** are allowed to by **our** filed and approved

rules and rates. No interest will be payable for amounts refunded due to customer initiated policy changes.

Action Against Us

No one may bring an action against **us** unless:

1. there is full compliance with all policy terms; and
2. the action is commenced within two years and one day of the date the cause of action accrues. However, if an action is in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a particular coverage that is shown on the Policy Declarations, such action must be commenced within the time period specified in the **Action Against Us** provision of that particular coverage. If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

Arbitration

Any claim or dispute in any way related to this policy, by a person insured under this policy against **us** or **us** against a person insured under this policy, may be resolved by arbitration only upon mutual consent of the parties.

Arbitration pursuant to this provision shall be subject to the following:

1. no arbitrator shall have the authority to award punitive or exemplary damages or attorney's fees;
2. neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. no arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

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 property **we** insure under this policy, 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 property, covered motor vehicle accident, or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to property, 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 property **we** insure under this policy, a covered motor vehicle accident, or any other occurrence for which coverage applies under this policy happens outside Texas, lawsuits regarding that covered loss to property, covered motor vehicle accident, or other covered occurrence may also be brought in the judicial district where that covered loss to property, covered motor vehicle accident, or other covered occurrence happened.

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

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.

Part 1

Automobile Liability Insurance

Bodily Injury Liability—Coverage AA

Property Damage Liability—Coverage BB

General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Liability Insurance—Bodily Injury and Property Damage**, **we** will pay damages which an **insured person** is legally obligated to pay because of:

1. **bodily injury** sustained by any person, and
2. damage to, or destruction of, property.

Under these coverages, **your** policy protects an **insured person** from liability for damages arising out of the ownership, maintenance, or use, loading or unloading, of an **insured auto**.

We will not pay any punitive or exemplary damages, fines or penalties under Bodily Injury Liability coverage or Property Damage Liability coverage. **We** will not pay any attorney's fees or litigation expenses awarded as a result of a punitive or exemplary damage award against the insured, or as a result of fines or penalties imposed on the insured. This does not relieve **us** of any obligation to defend which may otherwise exist.

We will defend an **insured person** sued as a result of a covered accident involving an **insured auto**. **We** will choose the counsel. **We** may settle any claim or suit if **we** believe it is proper. **We** will not defend an **insured person** sued for damages which are not covered by this policy.

Our Right To Appeal

If an **insured person** or any other insurer elects not to appeal a judgment, **we** may do so. **We** will pay reasonable costs and interest incidental to the appeal. **We** will not be liable for more than the limit shown on **your** Policy Declarations plus the reasonable costs and interest incidental to the appeal.

Additional Payments We Will Make

When **we** defend an **insured person** under this Part 1, **we** will pay:

1. up to \$100 a day for the loss of wages or salary if **we** ask that person to attend hearings or trials to defend against a **bodily injury** suit. **We** won't pay for loss of other income. **We** will pay other reasonable expenses incurred at **our** request.
2. court costs for defense.
3. interest accruing on a judgment entered against **you**, but only on that part of a judgment entered against **you**, which does not exceed **our** limits of liability, until such time as **we** have paid, formally offered, or conditionally or unconditionally deposited in court, the amount for which **we** are liable under this policy. Interest will be paid only on that part of a judgment entered against **you** which does not exceed **our** limits of liability. This means that under no circumstances will **we** pay interest on that part of a judgment entered against **you** which exceeds **our** stated limits of liability.
4. premiums on appeal bonds and on bonds to release attachments, but not in excess of **our** limit of liability. **We** have no obligation, however, to apply for or furnish these bonds.

We will reimburse an **insured person** for:

1. the cost of any bail bonds required because of an accident or traffic law violation involving the use of the **insured auto**. Payment won't exceed \$300 per bond. **We** have no obligation to apply for or furnish a bond.
2. reasonable expenses incurred by an **insured person** for first aid to other persons at the time of a motor vehicle accident involving the **insured auto**.

Additional Definitions For Part 1

1. **Insured Auto** means an **auto you** own which is described on the Policy Declarations and for which a premium is shown for **Automobile Liability Insurance - Bodily Injury and Property Damage**. This also includes:
 - a) its **replacement auto**;
 - b) an **additional auto**;
 - c) a **substitute auto**;
 - d) a **non-owned auto**; or
 - e) a **trailer or travel-trailer**.
2. **Insured Person** means:
 - a) While using **your insured auto**:

- 1) **you**;
 - 2) any **resident**; and
 - 3) any other person using it with **your** permission.
- b) While using a **non-owned auto**:
- 1) **you**; and
 - 2) any **resident** relative, including a ward or foster child of **you** or a **resident** relative.
- c) Any other person or organization liable for the use of an **insured auto**, provided:
- 1) the **auto** is not owned or hired by the person or organization, and
 - 2) the use is by a person described under 2 a or 2 b above.
3. **Non-owned Auto** means an **auto** used by **you** or a **resident** relative, including a ward or foster child of **you** or a **resident** relative, with the owner's permission but which is not:
- a) owned by **you** or a **resident** relative; or
 - b) available or furnished for the regular use of **you** or a **resident** relative.

However, an **auto** owned by, or available or furnished for the regular use of, a **resident** relative shall be considered a **non-owned auto** with respect to:

- a) **you**, provided it is not owned by **you** or available or furnished for **your** regular use; and
- b) any **resident** relative who does not own the **auto** and for which the **auto** is not available or furnished for that person's regular use, provided the **auto** is not owned by **you** or available or furnished for **your** regular use.

Exclusions—What Is Not Covered

We will not pay for any damages an **insured person** is legally obligated to pay because of:

1. **bodily injury** or property damage resulting from the ownership, maintenance or use, loading or unloading of the **insured auto** 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.
2. **bodily injury** or property damage arising out of the ownership or operation of a vehicle while it is:
 - a) being used to carry persons for any form of compensation, including but not limited to fees, delivery charges or wages generally; this does not apply to a **shared-expense car pool**; or
 - b) being used to carry property for any form of compensation, including but not limited to fees, delivery charges or wages generally; this does not apply to **you** or a **resident** relative unless the primary usage of the vehicle is to carry property for compensation; or
3. **bodily injury** or property damage arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles.

However, this exclusion does not apply to **you**, **resident** relatives, partners or employees of the partnership of which **you** or a **resident** relative are a partner, when using **your insured auto**.
4. **bodily injury** or property damage arising out of the use of a **non-owned auto** other than a private passenger **auto** in any business or occupation of an **insured person**. However, this exclusion does not apply while **you**, **your** chauffeur, or domestic employee is using an **auto**, **travel-trailer** or **trailer**.
5. **bodily injury** or property damage arising out of the ownership, maintenance or use of a motor vehicle with less than four wheels.
6. **bodily injury** to an employee of any **insured person** arising out of or in the course of employment. This exclusion does not apply to **your** domestic employee who is not required to be covered by a workers' compensation law or similar law.
7. **bodily injury** to a co-worker injured in the course of employment. This exclusion does not apply to **you**.
8. damage to or destruction of property an **insured person** owns, transports, is in charge of, or rents from others.

This includes loss due to or arising from a seizure of an **auto** 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.

This exclusion does not apply to a private residence or a garage rented by an **insured person**.
9. **bodily injury** or property damage intended by or expected to result from the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
 - a) such **bodily injury** or property damage is of a different kind or degree than intended or expected; or

- b) such **bodily injury** or property damage is sustained by a different person than intended or expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

10. **bodily injury** or property damage which would also be covered under nuclear energy liability insurance. This applies even if the limits of that insurance are exhausted.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- American Nuclear Insurers;
 - Mutual Atomic Energy Liability Underwriters; or
 - Nuclear Insurance Association of Canada.
11. **bodily injury** or property damage arising out of the participation in any prearranged, organized, or spontaneous:
- racing contest;
 - speed contest;
 - demolition contest;
 - stunt contest; or
 - high performance driving at a track or course designed for such driving;
- or in practice or preparation for any contest or use of this type.
12. **bodily injury** or property damage arising out of the use of a **trailer** or **travel-trailer** that is not attached to an **auto** which is an **insured auto**. However, this exclusion does not apply if the **trailer** or **travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.
13. any liability an **insured person** assumes arising out of any contract or agreement.
14. **bodily injury** or property damage arising out of the use of a **trailer** or **travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.
15. **bodily injury** to **you** or any **resident** relative, except to the extent of the minimum limits of Liability Coverage required by Transportation Code Sec. 601.071, entitled "Texas Motor Vehicle Safety-Responsibility Act."

Financial Responsibility

When this policy is certified as proof under a motor vehicle financial responsibility law, the insurance under this part of the policy will comply with the provisions of that law.

Limit Of Liability

The limits shown on the Policy Declarations for **Automobile Liability Insurance – Bodily Injury and Property Damage** are the maximum **we** will pay for any single accident involving an **insured auto**. The limit stated for each person for **bodily injury** is **our** total limit of liability for all damages because of **bodily injury** sustained by one person, including all damages sustained by anyone else as a result of that **bodily injury**. Subject to the limit for each person, the limit stated for each accident is **our** total limit of liability for all damages for **bodily injury**. For property damage, the limit stated for each accident is **our** total limit of liability for property damage sustained in any single accident involving an **insured auto**.

The limits shown on the Policy Declarations for **Automobile Liability Insurance – Bodily Injury and Property Damage** may not be added to the limits for similar coverage applying to other motor vehicles to determine the limit of insurance coverage available. This applies regardless of the number of:

1. policies issued to **you** by **us**;
2. vehicles involved;
3. persons covered;
4. claims made;
5. vehicles or premiums shown on the Policy Declarations; or
6. premiums paid.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest limit shown on the Policy Declarations for any one **auto** will apply.

An **auto** and attached **trailer** or **travel-trailer** are considered one vehicle. Also, an **auto** and a mounted camper unit, topper, cap, or canopy are considered one vehicle.

Any payment under the **Uninsured/Underinsured Motorists Coverage** or the **Personal Injury Protection Coverage** of this policy to or for an **insured person** will reduce any amount that person is entitled to recover under this coverage.

Out Of State Coverage

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

1. If the state or province has:
 - a) a financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Policy Declarations, **your** policy will provide the higher specified limit.
 - b) 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.

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

If There Is Other Insurance

If more than one policy applies on a primary basis to an accident involving **you** or a **resident** relative using **your insured auto**, **we** will bear **our** proportionate share with other collectible liability insurance.

If an **insured person** other than **you** or a **resident** relative is using **your insured auto**, **our** liability insurance will be excess over other collectible insurance.

If an **insured person** is using a **substitute auto** or **non-owned auto**, **our** liability insurance will be excess over other collectible insurance.

Other collectible insurance and other collectible liability insurance includes any form of self-insurance.

What To Do If There Is A Loss: Additional Duties

We will notify **you** in writing of any initial offer to compromise or settle a claim against **you** under **Automobile Liability Insurance** of this policy. **We** will give **you** notice within 10 days after the date the offer is made.

We will notify **you** in writing of any settlement of a claim against **you** under **Automobile Liability Insurance** of this policy. **We** will give **you** notice within 30 days after the date of the settlement.

Action Against Us

No **insured person** may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 1—Automobile Liability Insurance**, unless there is full compliance with all policy terms and such action is commenced no later than two years and one day of the date the cause of action accrues.

If the **insured person** is subjected to claims arising out of the same accident by more than one person claiming **bodily injury** or property damage, the time for the **insured person** to bring an action against **us** shall be determined separately as to the coverage sought or provided with respect to the claims of each of those claiming against the **insured person**.

If liability has been determined by judgment after trial, or by written agreement among the insured, the other person, and **us**, then whoever obtains this judgment or agreement against an **insured person** may sue **us** up to the limits of this policy. However, no one has the right to join **us** in a suit to determine legal responsibility of an **insured person**.

Bankruptcy Or Insolvency

The bankruptcy or insolvency of an **insured person** or that person's estate will not relieve **us** of any obligation under this Part 1 of the policy.

Additional Interested Parties

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

We will mail or deliver at least 10 days 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 or if delivered electronically to such 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.

Any liability coverage provided by this policy for a leased **auto** also applies to the lessor named on the Policy Declarations as an additional insured.

- We** will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
 - you** or any **resident** relative, or
 - any other person using **your** leased **auto** except the lessor or any employee or agent of the lessor.
- The lessor is not responsible for paying premiums.
- The designation of the lessor as an additional insured shall not operate to increase **our** limits of liability.

Part 2 Automobile Medical Payments Coverage CC

General Statement Of Coverage

If a premium is shown on the Policy Declarations for **Automobile Medical Payments**, **we** will pay to or on behalf of an **insured person** reasonable expenses actually incurred by the **insured person** for necessary medical treatment, medical services or medical products actually provided to the **insured person** by a state licensed health care provider. Ambulance, hospital, medical, surgical, X-ray, dental, orthopedic and prosthetic devices, professional nursing services, pharmaceuticals, eyeglasses, and hearing aids are covered. Necessary services rendered by accredited Christian Science Practitioners and facilities are covered. In addition, funeral expenses are covered if a **motor vehicle** accident results in death of an **insured person** and:

- the Policy Declarations indicates **your** policy includes **Automobile Death Indemnity Insurance** but no benefit is payable for death of that person under **Automobile Death Indemnity Insurance**; or

2. the Policy Declarations does not indicate **your** policy includes **Automobile Death Indemnity Insurance**.

We will not pay for experimental procedures or treatments for research projects or research purposes.

Payment will be made only when **bodily injury** is caused by a **motor vehicle** accident.

Medical treatment, medical services or provision of medical products must begin within 90 days of the date of the accident. The treatment, services, or products must be rendered within three years after the date of the accident.

This coverage does not apply to any person to the extent that the treatment is covered under any workers' compensation law.

Additional Definitions For Part 2

1. **Insured Auto** means an **auto you** own which is described on the Policy Declarations and for which a premium is shown for **Automobile Medical Payments**. This also includes:
 - a) its **replacement auto**;
 - b) an **additional auto**;
 - c) a **substitute auto**;
 - d) a **non-owned auto**; or
 - e) a **trailer** or **travel-trailer**.
2. **Insured Person(s)** means:
 - a) **You** and any **resident** relative, including a ward or foster child of **you** or a **resident** relative, who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of, an **auto, trailer, or travel-trailer**, or when struck as a pedestrian by a **motor vehicle, trailer, or travel-trailer**. The use of a **non-owned auto** must be with the owner's permission.
 - b) Any other person who sustains **bodily injury** while in, on, getting into or out of, or getting on or off of:
 - (1) **your insured auto** while being used as a vehicle by **you, a resident** relative, or any other person with **your** permission.
 - (2) a **non-owned auto, trailer** or **travel-trailer** if the injury results from the operation or occupancy by:
 - (a) **you**;
 - (b) **your** private chauffeur or domestic employee on **your** behalf; or
 - (c) a **resident** relative, including a ward or foster child of **you** or a **resident** relative.
3. **Motor Vehicle** means a land motor vehicle designed for use on public roads.

Exclusions—What Is Not Covered

This coverage does not apply to **bodily injury**:

1. intended by or expected to result from the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:

- a) such **bodily injury** is of a different kind or degree than intended or expected; or
- b) such **bodily injury** is sustained by a different person than intended or expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

2. to **you** or a **resident** relative while in, on, getting into or out of, or getting on or off of, an **auto** owned by **you** or a **resident** relative, or an **auto** available or furnished for the regular use of **you** or a **resident** relative, which is not insured for this coverage.
3. to **you** or a **resident** relative while in, on, getting into or out of, getting on or off of, or struck as a pedestrian by:
 - a) a vehicle operated on rails or crawler-treads; or
 - b) a vehicle or other equipment designed for use off public roads, while not on public roads.
4. to any person arising out of the use of an **insured auto** while it is:
 - a) being used to carry persons for any form of compensation, including but not limited to fees, delivery charges or wages generally; this does not apply to a **shared-expense car pool**; or
 - b) being used to carry property for any form of compensation, including but not limited to fees, delivery charges or wages generally; this does not apply to **you** or a **resident** relative unless the primary usage of the vehicle is to carry property for compensation; or
 - c) rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**; this does not apply if **you** or a **resident** relative lends **your insured auto** to another for reimbursement of operating expenses only; or
 - d) being used by a **TNC driver** who is logged on to a **TNC's** digital network as a driver or is engaged in a **prearranged ride**; or
 - e) being used by a **DNC driver** who is logged on to a **DNC's** digital network as a driver or is engaged in a **prearranged delivery**.
5. to any person arising out of the ownership, maintenance, or use of a **motor vehicle** with less than four wheels.
6. to any person, other than **you** or a **resident** relative, while using a **non-owned auto**:
 - a) in **motor vehicle** business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of **motor vehicles**; or
 - b) in any other business or occupation. This item b) does not apply to **you** or **your** private chauffeur or domestic employee while using an **insured auto** or a private passenger **auto**.

7. resulting from:
- war, whether declared or undeclared;
 - warlike acts;
 - invasion;
 - insurrection;
 - rebellion;
 - revolution;
 - civil war;
 - usurped power;
 - destruction for a military purpose; or
 - action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
8. to any person arising out of the participation in any prearranged, organized, or spontaneous:
- racing contest;
 - speed contest;
 - demolition contest;
 - stunt contest; or
 - high performance driving at a track or course designed for such driving;
- or in practice or preparation for any contest or use of this type.
9. to any person or dependent of a person only when and to the extent that such person or dependent has received 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 expenses on behalf of an **insured person** through a facility of the uniformed services.
10. to any person arising solely out of the discharge of a weapon.
11. to any person while in, on, getting into or out of, or getting on or off of, a **trailer** or **travel-trailer** while it is parked for use as a residence, or as an office, display space, or storage space.
12. to any person while in, on, getting into or out of, or getting on or off of, a **trailer** or **travel-trailer** that is not attached to an **auto** which is an **insured auto**. However, this exclusion does not apply if the **trailer** or **travel-trailer** suddenly and accidentally becomes detached from such **auto** immediately before the accident.

Limit Of Liability

The limit shown on the Policy Declarations for **Automobile Medical Payments** is the maximum **we** will pay for all expenses incurred by or for each person as the result of any one **motor vehicle** accident.

The limit shown on the Policy Declarations for **Automobile Medical Payments** may not be added to the limit(s) for similar coverage applying to

other **motor vehicles** to determine the limit of insurance coverage available.

This applies regardless of the number of:

- policies issued to **you** by **us**;
- vehicles involved;
- persons covered;
- claims made;
- vehicles or premiums shown on the Policy Declarations; or
- premiums paid.

If none of the **autos** shown on the Policy Declarations is involved in the accident, the highest **Automobile Medical Payments** limit shown on the Policy Declarations for any one **auto** will apply.

If an **insured person** dies as the result of a covered **motor vehicle** accident, and funeral expenses for that **insured person** are covered under **Automobile Medical Payments**, **we** will pay the least of the following as a funeral expenses benefit:

- \$2,000;
- the **Automobile Medical Payments** limit stated on the Policy Declarations; or
- the remaining portion of the **Automobile Medical Payments** limit not expended for other covered medical expenses.

This funeral expenses benefit does not increase, and will not be paid in addition to, the limit shown on the Policy Declarations for **Automobile Medical Payments**. This benefit is payable to the deceased **insured person's** spouse if a **resident** of the same household at the time of the accident. However, if the deceased is a minor, the benefit is payable to either parent who is a **resident** of the same household at the time of the accident. In all other cases, the benefit is payable to the deceased **insured person's** estate.

Non-Duplication

There will be no duplication of payments made under the **Automobile Medical Payments** coverage of this policy and any other coverage of this policy. All payments made to or on behalf of any person under this coverage will be considered as advance payments to that person. Any amount payable for **bodily injury** to an **insured person** under any other coverages of this policy will be reduced by that amount.

No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment made under the **Automobile Medical Payments** coverage of this policy shall be applied toward any settlement or judgment that person receives under any other coverage of this policy.

This provision does not apply to payments made under **Personal Injury Protection Coverage**.

What To Do If There Is A Loss: Additional Duties

The injured person may be required to take medical examinations by physicians **we** choose, as often as **we** reasonably require. If the injured person does not attend a required and scheduled medical examination and **we** are charged for that examination, coverage under this part of the policy will be reduced by the incurred cost of the examination.

The **insured person** must provide any information **we** request to support compliance with Medicare or other governmental reporting requirements or other medical coverage reporting requirements.

Unreasonable Or Unnecessary Medical Expenses

If the **insured person** incurs medical expenses which **we** deem to be unreasonable or unnecessary, **we** may refuse to pay for those medical expenses and contest them.

If the **insured person** is sued by a medical services provider because **we** refuse to pay medical expenses which **we** deem to be unreasonable or unnecessary, **we** will pay resulting defense costs, and pay any resulting judgment against the **insured person**, up to the limit shown on the Policy Declarations for **Automobile Medical Payments**. **We** will choose the counsel. The **insured person** must cooperate with **us** in the defense of any claim or lawsuit. If **we** ask the **insured person** to attend hearings or trials, **we** will pay up to \$100 per day for loss of wages or salary. **We** will also pay other reasonable expenses incurred at **our** request.

No **insured person** may sue **us** for medical expenses **we** deem unreasonable or unnecessary unless:

1. the **insured person** has paid the entire disputed amount to the medical services provider; or
2. the medical services provider has expressly threatened or initiated collection activity toward the **insured person**.

If There Is 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 **insured person** to whom such benefits are payable.

Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Part 2 —Automobile Medical Payments**, unless there is full compliance with all policy terms and such action is commenced within two years and one day of the date the cause of action accrues.

Part 3

Protection Against Loss To The Auto

Other information applicable to all these coverages appears after all the coverage descriptions.

Auto Collision Insurance

Coverage DD

If a premium for **Auto Collision Insurance** is shown for an **auto, trailer or travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to:

1. that **auto**, or its **replacement auto**;
2. that **trailer or travel-trailer**;
3. an **additional auto**;
4. a **non-owned auto**; or
5. a **trailer or travel-trailer** that is not described on the Policy

Declarations while it is attached to an **insured auto**;

from a collision with another object or by upset of such **auto, trailer or travel-trailer**.

Collision Coverage For Custom Equipment

Coverage CD

If a premium for **Collision Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Collision Insurance** loss to **custom parts or equipment** installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

Auto Comprehensive Insurance

Coverage HH

If a premium for **Auto Comprehensive Insurance** is shown for an **auto, trailer or travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss not caused by collision, to:

1. that **auto**, or its **replacement auto**;
 2. that **trailer or travel-trailer**;
 3. an **additional auto**;
 4. a **non-owned auto**; or
 5. a **trailer or travel-trailer** that is not described on the Policy
- Declarations while it is attached to an **insured auto**.

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.

Comprehensive Coverage For Custom Equipment Coverage CH

If a premium for **Comprehensive Coverage For Custom Equipment** is shown for an **auto** described on the Policy Declarations, the maximum amount **we** will pay for a covered **Auto Comprehensive Insurance** loss to **custom parts or equipment** installed in or on that **auto** is increased to the amount shown on the Policy Declarations for this coverage for that **auto**.

Contents Coverage Coverage HC

If a limit for **Contents Coverage** is shown for a **travel-trailer** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss caused by Fire or Lightning to the following property, provided the property is contained in, attached to, or being used in connection with the **travel-trailer** for which **Contents Coverage** is purchased:

1. Radio and television antennas, awnings, cabanas or equipment designed to create additional living facilities while the **travel-trailer** is off public roads.
2. Household furniture or other personal property belonging to **you** or a **resident** relative.

This coverage does not apply to:

1. Property permanently attached to the **travel-trailer**.
2. Articles carried or held as samples or for sale, storage or repair, or for delivery.
3. Merchandise kept for exhibition or sale; or theatrical wardrobes.
4. Business or office furniture or appliances.
5. Records or accounts, currency, coins, banknotes, bullion, deeds, contracts or evidences of debt, securities, tokens or tickets, revenue or other stamps in current use, manuscripts, art objects and animals.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

Roadside Coverage Coverage JJ

If a premium for **Roadside Coverage** is shown for an **auto, trailer or travel-trailer** described on the Policy Declarations, **we** will pay costs for labor performed at the initial place of disablement and for towing made necessary by the disablement of that **auto** (or its **replacement auto**) or a **trailer or travel-trailer** or **non-owned auto**. **We** will not pay for supplies or parts required by the disablement.

The total limit of **our** liability for towing and labor arising out of a single disablement is stated on the Policy Declarations.

We will not pay for:

1. labor not related to the disablement, including installation of products or material not related to the disablement; or
2. labor or repair work performed at a service station, garage, or repair shop.

Transportation Expense Coverage Coverage UU

If a premium for **Transportation Expense Coverage** is shown for an **auto, trailer or travel-trailer** described on the Policy Declarations, and **you** have a covered loss under **Auto Collision Insurance** or **Auto Comprehensive Insurance** that involves that **auto** (or its **replacement auto**) or **trailer or travel-trailer**, **we** will:

1. reimburse **you** for **your** cost of renting an **auto, trailer or travel-trailer** from a rental agency or garage; and
2. pay for reasonable alternate transportation expenses **you** have either incurred, or **you** and **we** agree **you** will incur;

while **your insured auto, trailer or travel-trailer** is disabled or being repaired. **You** agree to retain receipts for any expenses **you** incur and promptly provide them to **us** at **our** request.

If **your insured auto, trailer or travel-trailer** is disabled by a collision or comprehensive loss, coverage starts the day of the loss. If **your** entire **insured auto, trailer or travel-trailer** is stolen, coverage begins the day **you** report the theft to **us**. If **your insured auto, trailer or travel-trailer** is drivable, coverage starts the day the **auto, trailer or travel-trailer** is left at the repair facility for repairs, provided the necessary parts are available and the repair facility is ready to start the repairs at the time the **auto, trailer or travel-trailer** is left at the facility.

Coverage ends when whichever of the following occurs first:

1. completion of the repairs to **your insured auto, trailer or travel-trailer**;
2. if **your insured auto, trailer or travel-trailer** is stolen, seven calendar days after **we** disclose **our** evaluation of the **insured auto, trailer or travel-trailer's** actual cash value. However, if **your** stolen **auto, trailer or travel-trailer** is recovered, coverage will end as soon as **your auto, trailer or travel-trailer** is returned to use; or
3. if **your insured auto, trailer or travel-trailer** is deemed by **us** to be a total loss, seven calendar days after **we** disclose **our** evaluation of the **insured auto, trailer or travel-trailer's** actual cash value.

The limit of **our** liability for **Transportation Expense Coverage** is shown on the Policy Declarations. In no event will the amount **we** pay for expenses incurred (or to be incurred) on a given day exceed the per day amount shown on the Policy Declarations, and in no event will **we** pay for expenses incurred (or to be incurred) for more days than the number of days shown on the Policy Declarations. **We** will not pay charges incurred in connection with a rented **auto, trailer or travel-trailer** other than the daily rental rate.

Sound System Coverage

Coverage ZA

If a premium for **Sound System Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to a **sound system** installed in or on that **auto** (or its **replacement auto**).

Sound System Coverage applies only if:

1. the **sound system** is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. both the **sound system** and the **auto** are damaged in a loss not caused by collision, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

The limit of **our** liability for this coverage is shown on the Policy Declarations.

Portable Electronics And Media Coverage

Coverage ZZ

If a premium for **Portable Electronics And Media Coverage** is shown for an **auto** described on the Policy Declarations, **we** will pay for sudden and accidental direct physical loss to personal electronic devices or recording media that is:

1. in or on that **auto** (or its **replacement auto**) at the time of the loss; and
2. owned by **you** or a **resident** relative.

Portable Electronics And Media Coverage applies only if:

1. the property described in this coverage is damaged by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
2. the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
3. both the **auto** and the property described in this coverage are damaged in a loss not caused by collision, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

For purposes of this coverage only, personal electronic devices are personal devices not installed in or on **your insured auto** by bolts, brackets, or other similar means, which are designed for:

1. voice, video or data transmission, or for voice, video or data reception;
2. recording or playing back recorded material; or
3. supplying power to cellular or similar telephone equipment.

Recording media includes, but is not limited to, portable hard drives, solid-state drives, flash drives, compact discs, tapes, and similar items.

This coverage will not apply to any personal property specifically described, and insured or otherwise protected, by any other insurance or by a service contract. This coverage will not apply to property that would be covered under **Sound System Coverage** if purchased.

The limit of **our** liability for this coverage is shown on the Policy Declarations, and applies regardless of the number of items involved in the loss.

Additional Payments We Will Make Under Part 3

1. **We** will pay up to \$200 for loss of clothing and personal luggage, including its contents, belonging to **you** or a **resident** relative while it is in or upon **your insured auto**. This is the maximum **we** will pay, regardless of the number of vehicles insured or items damaged or lost. This item 1 does not apply if the **insured auto** is a **travel-trailer**.

This coverage applies only when:

- a) the loss is caused by collision of the **auto** with another object or by upset of the **auto**, and **your** policy includes **Auto Collision Insurance** that applies to that **auto**; or
 - b) the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**; or
 - c) both the **auto** and the clothing and luggage are damaged by a loss not caused by collision, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.
2. **We** will pay general average and salvage charges imposed when **your insured auto, trailer** or **travel-trailer** is being transported if **your** policy includes **Auto Collision Insurance** or **Auto Comprehensive Insurance** that applies to the loss to that **auto, trailer** or **travel-trailer**.
 3. **We** will pay up to \$500 to re-key **your insured auto** and to have any reprogramming associated with the new keys performed, if the entire **auto** is stolen and later recovered and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.
 4. **We** will pay to replace a child passenger restraint system if it is:
 - a) in use at the time of a covered **Auto Collision Insurance** loss involving **your insured auto**;
 - b) damaged in a loss caused by collision of **your insured auto** with another object or by upset of **your insured auto** and **your** policy includes **Auto Collision Insurance** that applies to that **auto**;
 - c) in **your insured auto** when the entire **auto** is stolen, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**. This applies even if the child restraint system is subsequently returned; or
 - d) damaged in a loss involving **your insured auto** not caused by collision, and **your** policy includes **Auto Comprehensive Insurance** that applies to that **auto**.

Additional Definitions For Part 3

1. **Camper Unit** means a demountable unit designed to be used as temporary living quarters, including all equipment and accessories built into and forming a permanent part of that unit. A camper unit does not include:
 - a) caps, tops, or canopies designed for use as protection of the cargo area of an **auto** of the pick-up body type; or
 - b) radio or television antennas, awnings, cabanas, or equipment designed to create additional off-highway living facilities.
2. **Custom Parts or Equipment** means equipment, devices, accessories, enhancements, and changes, permanently installed in or on an **insured auto**, other than those offered by the manufacturer of the **auto** specifically for that model or installed by the **auto** dealership when new as part of the original sale, which alter the appearance or performance of an **auto**. This does not include items designed for assisting disabled persons or items covered under **Sound System Coverage**.
3. **Insured Auto** means an **auto you** own which is described on the Policy Declarations. This also includes:
 - a) its **replacement auto**. Coverage under this part will apply to a **replacement auto** for 30 days after the **auto** is acquired;
 - b) an **additional auto**;
 - c) a **substitute auto**; or
 - d) a **non-owned auto**; or
 - e) a **trailer** or **travel-trailer** that is not described on the Policy Declarations, while it is attached to an **auto you** own which is described on the Policy Declarations or to an **auto** described in a) through d) above.

For coverage under this part to continue to apply to a **replacement auto** beyond the time described in 3 a), **we** must be notified of the **auto** within 30 days of the day it is acquired.
4. **Insured Person** means:
 - a) While using **your insured auto**:
 - (1) **you**;
 - (2) any **resident**; and
 - (3) any other person using it with **your** permission.
 - b) While using a **non-owned auto**:
 - (1) **you**; and
 - (2) any **resident** relative, including a ward or foster child of **you** or a **resident** relative.
5. **Sound System** means any device permanently installed inside **your insured auto** by bolts, brackets, or other similar means, designed for:
 - a) voice, video or data transmission, or for voice, video or data reception;
 - b) recording or playing back recorded material; or
 - c) supplying power to cellular or similar telephone equipment;

and which is installed in a location other than the one designed by the **auto's** manufacturer for that type of device.

A **sound system** also includes antennas or other apparatus in or on **your insured auto** used specifically with a device described in the previous paragraph, if permanently installed. A **sound system** does not include any equipment that is externally exposed except for antennas.

Exclusions—What Is Not Covered

We will not cover:

1. loss intended by or expected to result from, the intentional or criminal acts or omissions of an **insured person**. This exclusion applies even if:
 - a) the loss is of a different kind or degree than intended or expected; or
 - d) the loss is sustained by a different person than intended or expected.

This exclusion applies regardless of whether an **insured person** is actually charged with, or convicted of, a crime.

This exclusion precludes coverage for all **insured persons** under the policy regardless of whether the person seeking coverage participated in any way in the intentional or criminal acts or omissions.

This exclusion will not apply to an innocent spouse who did not contribute to such loss or to the interest of an innocent spouse in **your insured auto**.

2. loss arising out of the use of:
 - a) an **insured auto** while used to carry persons for any form of compensation, including but not limited to fees, delivery charges or wages generally; this does not apply to a **shared-expense car pool**; or
 - b) an **insured auto** while used to carry property for any form of compensation, including but not limited to fees, delivery charges or wages generally; this does not apply to **you** or a **resident** relative unless the primary usage of the vehicle is to carry property for compensation; or
 - c) an **insured auto, trailer, or travel trailer** while rented to, leased to, or loaned for a charge to, any person or organization by or with the permission of an **insured person**; this does not apply if **you** or a **resident** relative lends **your insured auto** to another for reimbursement of operating expenses only; or
 - d) any **auto** while being used by a **TNC driver** who is logged on to a **TNC's** digital network as a driver or is engaged in a **prearranged ride**; or
 - e) any **auto** while being used by a **DNC driver** who is logged on to a **DNC's** digital network as a driver or is engaged in a **prearranged delivery**.

3. loss to any **non-owned auto** arising out of motor vehicle business operations such as repairing, servicing, testing, washing, parking, storing, leasing, or selling of motor vehicles.
4. loss resulting from:
 - a) war, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.
5. loss resulting from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these.
6. loss consisting of or caused by:
 - a) wear and tear;
 - b) freezing;
 - c) mechanical or electrical breakdown; or
 - d) mold, fungus, or bacteria.

This exclusion does not apply to:

 - a) mechanical or electrical breakdown resulting from a loss otherwise covered under **Auto Comprehensive Insurance** or **Auto Collision Insurance**;
 - b) covered loss that results from burning of wiring used to connect electrical components; or
 - c) mold, fungus or bacteria that ensues from a covered loss.
7. loss to tires unless stolen or damaged by fire, malicious mischief or vandalism. This exclusion does not apply if the damage to tires occurs at the same time and from the same cause as other covered loss to the **insured auto**.
8. loss to any **sound system** in or on an **insured auto**.

This exclusion will not apply when **you** have purchased **Sound System Coverage** and the loss to the **sound system** is covered under that coverage.
9. loss to any personal electronic devices or recording media. This exclusion will not apply if **you** have purchased **Portable Electronics And Media Coverage** and the loss to the personal electronic devices or recording media is covered under that coverage.
10. loss to a **camper unit** whether or not mounted. This exclusion will not apply if the **camper unit** is described on the Policy Declarations.
11. loss to appliances, furniture, equipment and accessories contained in, attached to, or being used in connection with a **travel-trailer**, that are not built into or forming a permanent part of that **travel-trailer**, including but not limited to, radio and television antennas, awnings, cabanas, or equipment designed to create additional living facilities.

This exclusion will not apply to property contained in, attached to, or being used in connection with an insured **travel-trailer** if **Contents Coverage** is listed on **your** Policy Declarations for that **travel-trailer** and the property is covered under that coverage.
12. loss arising out of participation in any prearranged, organized, or spontaneous:
 - a) racing contest;
 - b) speed contest;
 - c) demolition contest;
 - d) stunt contest; or
 - e) high performance driving at a track or course designed for such driving;

or in practice or preparation for any contest of this type.
13. loss due to or as a consequence of a seizure of **your insured auto** by federal or state law enforcement officers as evidence in a case against **you** by the Texas Controlled Substances Act or the federal Controlled Substances Act if **you** are convicted in such case.
14. loss due to conversion or embezzlement by any person who has the vehicle due to any lien or sales agreement.
15. loss to home, office, store, display, or passenger **trailers** or **travel-trailers**. This exclusion will not apply if **Auto Collision Insurance** or **Auto Comprehensive Insurance** is listed on the Policy Declarations for the **trailer** or **travel-trailer** and the loss is covered under the listed coverage.
16. loss to any device that is designed for the detection of radar or laser and can be used to evade law enforcement.
17. loss to any **custom parts or equipment** designed for racing which are installed in or on **your insured auto**. This includes, but is not limited to, nitrous oxide systems, roll cages, and air intake modifications.

Our Payment Of Loss

We may pay for the loss in money, or may repair or replace the damaged or stolen property at **our** option. **We** may, at any time before the loss is paid or the property is replaced, return at **our** own expense any stolen property, either to **you** or at **our** option to the address shown on the Policy Declarations, with payment for any resulting damage. **We** may take all or part of the property at the agreed or appraised value. **We** may settle any claim or loss either with **you** or the owner of the property.

Right To 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.

Assignment Of Claim Rights And Obligations

In the event of a loss covered under Part 3 of this policy, **you** may assign to another party **your** right to receive claim proceeds that are otherwise payable to **you** under Part 3 of this policy, provided **you** have complied with all policy terms and **you** and **we** have agreed on the amount of claim proceeds to be paid. **You** may also assign **your** right to receive any supplemental claim proceeds **we** agree to pay. If **we** do not agree on the amount of supplemental claim proceeds to be paid, **you** (not the assignee) or **we** may demand an appraisal of the loss under the **Right To Appraisal** provision of this policy. Except as provided in this provision, **you** may not assign to any other party any rights or obligations under this policy related to a claim, or part of a claim, made or to be made under Part 3 of this policy.

Any assignment **you** make must be in writing and, at **our** request, **you** must provide **us** a copy of the assignment.

Limit Of Liability

Our limit of liability is the least of:

1. the actual cash value of the property at the time of loss;
2. the cost to repair or replace the property or part with other of like kind and quality 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 all applicable state laws and regulation;
3. the limit of liability shown on the Policy Declarations applicable to the damaged property. If the amount of the covered loss to the damaged property plus the cost of towing and storage for the damaged property exceeds the limit of liability shown on the Policy Declarations, **we** will pay up to an additional 5% of the limit shown for such towing and storage;
4. \$500, if the loss is to a covered **trailer** or **travel-trailer** not described on the Policy Declarations; or
5. for loss to **custom parts or equipment**, the higher of \$1,000 or the applicable limit shown on the Policy Declarations for **Collision Coverage**

for Custom Equipment or Comprehensive Coverage for Custom Equipment.

Any applicable deductible amount is then subtracted. However:

1. If more than one **auto you** own and insure under this policy is damaged in a single collision covered under **Auto Collision Insurance** or by a single covered event covered under **Auto Comprehensive Insurance**, only the highest of the applicable **auto** deductibles (without consideration of any applicable deductible rewards) will be applied.
2. If an **insured person** using an **insured auto**, or a passenger in an **insured auto** with **your** permission, dies as a direct result of a collision covered under the **Auto Collision Insurance** of this policy, the deductible will not be applied to that accident. If such death occurs after the deductible has already been applied, **you** will be reimbursed for the deductible amount incurred.

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.

An **auto** and attached **trailer** or **travel-trailer** are considered separate items, and **you** must pay the deductible, if any, on each. Only one deductible will apply to an **auto** with a mounted **camper unit**. If unmounted, separate deductibles will apply to the **auto** and **camper unit**.

When more than one coverage is applicable to the loss, **you** may recover under the broadest coverage but not both. However, **Sound System Coverage**, if purchased, will provide coverage in excess of the limit for loss to **sound systems** provided under any other coverage.

If There Is Other Insurance

1. If there is other insurance covering the loss at the time of the accident, **we** will pay only **our** share of any damages. **Our** share is determined by adding the limits of this insurance to the limits of all other insurance that applies on the same basis and finding the percentage of the total that **our** limits represent.

When this insurance covers a **substitute auto** or **non-owned auto**, **we** will pay only after all other collectible insurance has been exhausted.

2. 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:

- a) neither one by itself is sufficient to cover the loss;
- b) **you** pay the higher deductible amount (but **you** do not have to pay both deductibles); and
- c) **you** will not recover more than the actual damages.

Action Against Us

No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under

Part 3—Protection Against Loss To The Auto, unless there is full compliance with all policy terms and such action is commenced within two years and one day of the date the cause of action accrues.

No Benefit To Bailee

This insurance will not benefit any person or organization who may be caring for or handling **your** property for a fee.

Loss Payable Clause

If a Lienholder and/or Lessor is shown on the Policy Declarations, **we** may pay covered loss under this policy to **you** and to the Lienholder and/or Lessor as its interest may appear. **We** will pay neither **you** nor the Lienholder and/or Lessor if **you**, or someone at **your** direction, commits fraud, makes a material misrepresentation, or conceals material facts when obtaining or renewing this policy; or if **you** or any owner makes fraudulent statement(s) or engages in fraudulent conduct in connection with any 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 as required under **What To Do If There Is A Loss: Duties Of An Insured Person** in this 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 under this policy, **we** will be subrogated to the extent of payment to the rights of the party to whom payment was made. However, **our** right to subrogate will not 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.