Managing General Agent for:

Redpoint County Mutual Insurance Company

(A County Mutual Company)

Austin, Texas

TEXAS PERSONAL AUTO POLICY

For claims call 1-888-224-7740
Para reclamos hable al 1-888-224-7740

Pronto General Agency, Ltd.
P.O Drawer 3267
Brownsville, TX 78523
IMPORTANT NOTICE

To obtain information or make a complaint you may contact your managing general agent at:

1-855-200-4567

You may call the Company’s toll-free number for information or to make a complaint at:

1-800-234-8242

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104

Fax: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

INSURANCE WEBSITE NOTICE

To obtain price and policy form comparisons and other information relating to residential property and personal automobile insurance, you may visit the Texas Department of Insurance/Office of Public Insurance Counsel website:

www.helpinsure.com

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para presentar una queja, usted puede comunicarse con su agente general al:

1-855-200-4567

Usted puede llamar al número de teléfono gratuito de Compañías para obtener información o para presentar una queja al:

1-800-234-8242

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104
Austin, TX 78714-9104

Fax: (512) 490-1007
Sitio web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

AVISO DEL SITIO WEB DE SEGUROS

Para obtener formas para la comparación de precios y pólizas y para obtener otra información sobre el seguro de propiedad residencial y de seguro de automóvil personal, visite el sitio web del Departamento de Seguros de Texas/oficina del Asesor Público de Seguros:

www.helpinsure.com

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene un disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente o la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU POLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.
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POLICY AGREEMENT

In return for your payment of premium, we agree to insure you subject to all terms, conditions, and limitations of this policy. We will insure you for the coverages and the limits of liability shown on the policy’s Declarations page. Your policy consists of the policy contract, your insurance application, the Declarations page, and all endorsements to this policy.

DEFINITIONS USED THROUGHOUT THIS POLICY

Unless defined differently elsewhere in this policy, the following definitions apply throughout the policy. Defined terms are printed in boldface type and have the same meaning whether in the singular, plural, or any other form.

1. **Additional auto** means an auto that you become the owner of which does not permanently replace an auto listed on the Declarations page if:
   a. You acquire the additional auto during the policy period;
   b. You notify us within 20 days of becoming the owner of the additional auto; and
   c. You pay any additional premium due.

   An additional auto will have the broadest coverage we provide for any auto listed on the Declarations page. If you ask us to insure the additional auto more than 20 days after you become the owner, any coverage we provide will begin at the time you request coverage.

2. **Accident** means a sudden, unexpected, and unintended event causing bodily injury or property damage.

3. **Application** means the form entitled Texas Automobile Application that contains statements, coverage options, and agreements that form a part of this policy.

4. **Auto** means a licensed and registered land vehicle:
   a. Of the private passenger, pickup body, van, or utility type,
   b. Intended for use on public roads; and with a Gross Vehicle Weight of 25,000 pounds or less that is not used for the delivery or transportation of goods, materials, or supplies, other than samples, unless:
      i. the delivery of the goods, materials, or supplies is not the primary use for which the auto is employed; or
      ii. the auto is used for farming or ranching.

5. **Auto business** means the business of selling, leasing, repairing, servicing, delivering, testing, road testing, towing, storing, or parking vehicles or trailers. This does not include the ownership, maintenance or use of your insured auto by: you; any relative; or any partner, agent or employee of you or any relative.

6. **Bodily injury** means bodily harm to the body, including sickness, disease, or death resulting therefrom.

7. **Business** means trade, profession, occupation, course of employment, job, or commercial use of any kind, but does not include the use of the Insured auto to carry tools and supplies that belong to you or a relative between your home and job site.

8. **Business day** means a day other than a Saturday, Sunday or holiday recognized by the State of Texas.

9. **Declarations page** means the document you receive from us listing:
   a. The types of coverage you have selected,
   b. The limit for each coverage,
   c. The cost of each coverage,
   d. The deductibles, if applicable,
   e. The specified autos covered by this policy,
   f. The types of coverage for each auto, and
   g. Other information applicable to this policy.

10. **Digital network** means any online-enabled application, software, website, or system offered or used by a transportation network company that facilitates a prearranged ride for individuals in exchange for payment of a fee.

11. **Fungi** means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spore, scents or other substances, products or byproducts produced, released by or arising out of fungi, including growth, proliferation or spread of fungi or the current or past presence of fungi. However, this definition does not include any fungi intended for human consumption.

12. **Household** means your primary residence. For purposes of this policy you can only have one household. The members of your household will include you, your relatives living in the household at the time of loss, and any resident living in your household as their primary residence at the time of loss.

13. **Insured auto** means:
   a. An auto or trailer owned by you as described and listed on the Declarations page for the coverages applicable to the auto or trailer,
   b. An additional auto,
   c. A replacement auto, or
   d. A temporary substitute auto.

14. **Non-Owned auto** means an auto that is not owned by or furnished or available for the regular use of you, a relative, or a
resident while in the custody of or being operated by you, a relative, or a resident with the permission of the owner of the auto or the person in lawful possession of the auto.

15. Occupying means in, upon, entering into, or exiting from.

16. Off-road recreational activity means the operation or use of any auto or trailer on unsurfaced roads or tracks in activities such as mudding, rock crawling, dune bashing or wench events.

17. Owned means to:
   a. Hold legal title to the insured auto;
   b. Have legal possession of the insured auto subject to a written conditional sales agreement; or
   c. Have legal possession of the insured auto under a lease agreement of at least 6 continuous months.

18. Owner means any person who:
   a. Holds legal title to the insured auto;
   b. Has legal possession of the insured auto subject to a written conditional sales agreement; or
   c. Has legal possession of the insured auto under a lease agreement of at least 6 continuous months.

18. Personal vehicle means a vehicle that is used by a transportation network company driver and is owned, leased, or otherwise authorized for use by the driver and is not a taxicab, limousine, or similar for-hire vehicle.

19. Prearranged ride means transportation provide by a transportation network company driver to a transportation network company rider, beginning at the time a driver accepts a ride requested by the rider through a digital network controlled by a transportation network company and ending at the time the last requesting rider departs from the driver’s vehicle. The term does not include a shared expense carpool or vanpool arrangement or service.

20. Property damage means physical damage to tangible property, including destruction or loss of its use, which is caused solely by an accident covered under this policy and occurring while the policy is in force.

21. Punitive or Exemplary Damages means damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for bodily injury or property damage.

22. Racing means participating in any organized race, speed, demolition, stunt, or timed contest or activity. Racing also includes preparation for the contest or activity.

23. Regular operator means any person not listed on the Declarations page who uses or has care, custody or control of an insured auto on a regular or frequent basis.

24. Relative means any person related to you by blood, marriage, or adoption, including a ward, foster child, or a minor under your guardianship, who lives in your Household, whether or not temporarily living elsewhere.

25. Replacement auto means an auto that permanently replaces an auto listed on the Declarations page. A replacement auto will have the same coverage as the auto it replaces. You must notify us of a replacement auto within 20 days only if you wish to:
   a. Add coverage for damage to the auto; or
   b. Continue existing coverage for damage to the auto after 20 days.

26. Resident means any person living in your household as their primary residence at the time of the accident, other than you, a relative or a tenant of yours or anyone else who lives in the household.

27. Ride-sharing activity means the use of any personal vehicle to provide transportation of persons through or in connection with a transportation network company from the time a transportation network company driver logs on to or signs in, as a driver, to a digital network until the time the driver logs off of or signs out of, as a driver, the digital network, including the time the driver is on the way to pick up any transportation network company network rider, and whether or not the driver has accepted a passenger or rider.

28. Temporary substitute auto means any auto not owned by or available for your regular use, while being used when the insured auto is out of use due to repair, breakdown, servicing, loss, or destruction resulting from a covered loss under this policy. To the extent allowed by law, any coverage we provide for a temporary substitute auto will be excess over any other collectible insurance.

29. Trailer means a vehicle which is not self-propelled and is designed to be pulled by a private passenger auto. It also means a farm wagon or farm implement while towed by such vehicles.

30. Transportation network company means a corporation, partnership, sole proprietorship, or other entity operating in this state that uses a digital network to connect a transportation network company network rider to a transportation network company driver for a prearranged ride.

31. Transportation network company driver means an individual who receives connections to potential transportation network company riders and related services from a transportation network company in exchange for payment of a fee to the company and who uses a personal vehicle to offer or provide a prearranged ride to a transportation network company rider through a digital network controlled by the company in exchange for compensation or payment of a fee.

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

33. We, us, and our mean the company shown on the Declarations page.

34. You and your mean the named insured showed on the Declarations page and includes your spouse, if living in the same household.
PART A - LIABILITY COVERAGE INSURING AGREEMENT

If you pay the premium for this coverage and it is shown on the Declarations page, we will pay damages for bodily injury and property damage for which an insured person becomes legally responsible because of an accident. Damages include prejudgment interest awarded against an insured person. We will settle or defend, at our option; any claim for damages covered under Part A - Liability Coverage.

Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for bodily injury or property damage not covered under this policy.

ADDITIONAL DEFINITIONS USED IN PART A ONLY

1. As used in this Part, insured person means:
   a. You or a relative for an accident arising out of the ownership, maintenance, or use of an auto.
   b. A resident of your household for an accident arising out of their use of an insured auto.
   c. Any other person listed on the Declarations page for an accident arising out of the person's use of the Insured auto.
   d. Any person while using the insured auto with your express or implied permission for an accident arising out of that person's use of an insured auto. A regular operator is not considered an insured person.

ADDITIONAL BENEFITS - PART A ONLY

When we defend an insured person under this Part, we will provide the following benefits:

1. As we deem appropriate, we will defend the insured person, hire and pay a lawyer, and pay all defense costs. We have no duty to defend any claim or action not covered under this policy.
2. As we deem appropriate, we will pay costs we incur to investigate and settle any claim or action.
3. We will pay the interest that accrues after judgment is entered against an insured person and before we have offered to pay, or deposited into court, sums that are not more than our limit of liability, on damages awarded in a suit we defend.
4. We will pay the premium on any appeal bond or attachment bond required in any lawsuit we defend. We have no duty to purchase a bond in an amount exceeding our limit of liability, and we have no duty to apply for or furnish these bonds.
5. We will reimburse any other reasonable costs an insured person incurs, including loss of earnings up to $200 per day, incurred at our request.

To receive reimbursement for additional benefit under this section, you must submit a claim and provide proof of entitlement thereto.

EXCLUSIONS - PART A ONLY - READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover:

1. Bodily injury or property damage that results from nuclear reactions, radiation, or fallout.
2. Bodily injury or property damage covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. Bodily injury or property damage caused intentionally by, or at the direction of, an insured person.
4. Bodily injury or property damage arising out of an insured person's use of an auto, other than the insured auto, without permission of the owner of the vehicle or the person in lawful possession of the auto.
5. Liability for any bodily injury or property damage assumed by or imposed on an insured person under any agreement, contract or bailment.
6. Bodily injury to an insured person's employee which arises in the course of employment. Unless coverage is required under workers' compensation, disability benefits, or similar laws, we will provide coverage for an insured person's domestic employee injured in an accident in the course of employment.
7. Bodily injury to an insured person's co-worker occurring in the course of employment if such injury arises out of the insured person's use of a vehicle in any business. This exclusion does not apply to you and resident relatives who are legally liable for bodily injury to fellow employees.
8. Bodily injury occurring during the course of employment if benefits are payable or available under a workers' compensation law or similar law.
9. Bodily injury or property damage arising from the ownership, maintenance, or use of any auto, motor vehicle or trailer while it is being used to transport persons for a fee; this does not apply to share-the-expense car pools.
10. Bodily injury or property damage arising from the ownership, maintenance, or use of any auto, motor vehicle or trailer while it is being used to transport or carry property for a fee. This does not apply to you or any relative unless the primary usage of the vehicle is to carry property for a fee.
11. Bodily injury or property damage arising from the ownership, maintenance or use of any auto, motor vehicle or trailer while it is being used for retail or wholesale delivery, including but not limited to the pickup, transport or delivery of food, newspapers,
We will pay these limits of liability as follows:

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

**LIMITS OF LIABILITY - PART A ONLY**

The limit of liability shown on the **Declarations page** for liability coverage is the most **we** will pay regardless of the number of:

1. Claims made;
2. **Insured autos**;
3. **Insured persons**;
4. Lawsuits brought;
5. Vehicles involved in the **Accident**; or
6. **Premiums paid**.

**We** will pay these limits of liability as follows:

1. The amount shown for "each person" is the most **we** will pay for all damages due to **bodily injury** to one person resulting from any one **Accident**;
2. Subject to the "each person" limit, the amount shown for "each **Accident**" is the most **we** will pay for all damages due to **bodily injury** sustained by two or more persons in any one **Accident**; and
3. The amount shown for **property damage** is the most **we** will pay for the total of all **property damage** resulting from any one **Accident**.
The "each person" limit of liability applies to the total of all claims made for bodily injury to a person and all claims of others derived from such bodily injury, including, but not limited to, emotional injury or mental anguish resulting from the bodily injury of another, loss of society, loss of companionship, loss of services, loss of consortium, and wrongful death.

No one is entitled to duplicate payments for the same element of loss.

Any payment to a person under this Part-A Limits of Liability will be reduced by any payment to that person under Part B1 - Medical Payments Coverage, Part B2 - Personal Injury Protection Coverage, or Part C - Uninsured/Underinsured Motorist Coverage.

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

An auto and attached trailer are considered one auto. Therefore, the limits of liability will not be increased for an Accident involving an auto that has an attached trailer.

CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS

When we certify this policy as proof under a state financial responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

If we make a payment that we would not be required to make except for the provisions of this part of the policy, you agree to reimburse us for any such payment.

This policy is not intended as proof under any state financial responsibility laws, other than this state. The terms, conditions and exclusions as written will apply in any state where the loss may occur.

OUT OF STATE INSURANCE

If an insured person is operating an Insured auto in a state which requires minimum Financial Responsibility limits for nonresidents, we will increase the policy limits to the required minimum limits of that state.

No person shall be entitled to duplicate payments for the same element of loss.

OTHER INSURANCE - PART A ONLY

If there is other applicable liability insurance available, any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with the other collectible liability insurance.

PART B1 - MEDICAL PAYMENTS COVERAGE INSURING AGREEMENT

If you pay the premium for this coverage and it is shown on the Declarations page, we will pay medical expenses, not exceeding the limits shown on the Declarations page, incurred as a result of bodily injury caused by an Accident and sustained by an insured person.

ADDITIONAL DEFINITIONS USED IN PART B1 ONLY

As used in this Part:

1. Medical expenses means the usual and customary charges incurred for reasonable and necessary services rendered to or on behalf of an insured person within three years from the date of the Accident for: medical, surgical, x-ray, and dental services when performed by a licensed medical professional; pharmaceuticals; prosthetic devices; eye glasses; necessary ambulance, hospital, and professional nursing services when prescribed by a licensed medical professional; and funeral services.

   Reasonable medical expenses do not include expenses:
   a. For treatment, services, products or procedures that are:
      i. Experimental in nature, for research, or not primarily designed to serve a medical purpose; or
      ii. Not commonly and customarily recognized throughout the medical profession and within the United States as appropriate for the treatment of the Bodily Injury; or
   b. Incurred for:
      i. The use of thermography or other related procedures of similar nature;
      ii. The use of acupuncture or other related procedures of a similar nature;
      iii. The use of chiropractic care or other related procedures of a similar nature; or
      iv. the purchase or rental of equipment not primarily designed to serve a medical purpose.

2. Insured person means:
   a. You, or a household member while occupying an Insured auto or as a pedestrian when struck by an auto or trailer;
   b. Any person while using the Insured auto with your expressed or implied permission, for an Accident arising out of that auto or trailer.
person's use of the insured auto. A regular operator is not considered an insured person
c. Any occupants of the insured auto while the vehicle is being operated by a person authorized under this definition.

3. Usual and customary charge means an amount that we determine that represents a customary charge for services in the geographical area in which service is rendered. We shall determine the customary charge through the use of independent sources of our choice.

EXCLUSIONS - PART B1 ONLY - READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover bodily injury:

1. That results from a nuclear reaction, radiation, or fallout.
2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. That results from the maintenance or the use of any vehicle without the express or implied permission of the owner.
4. To an insured person's employee which arises in the course of employment.
   Unless coverage is required under workers' compensation, disability benefits, or similar laws, we will provide coverage for an insured person's domestic employee injured in an Accident in the course of employment.
5. To an insured person's co-worker occurring in the course of employment if such injury arises out of the insured person's use of a vehicle or trailer in the Business of the insured person's employer. This exclusion does not apply to you and resident relatives who are legally liable for bodily injury to fellow employees.
6. That results from the ownership, maintenance, or use of a vehicle while used to transport persons for a fee; this does not apply to share-the-expense car pools.
7. That results from the ownership, maintenance, or use of a vehicle while used to carry property for a fee; this does not apply to you or a relative unless the primary use of the vehicle is to carry property for a fee.
8. Arising out of the operation of equipment or machinery not listed on the Declarations page.
9. Resulting from the ownership, maintenance, or use of any vehicle other than the insured auto, which is owned by, furnished or available for the regular use of you, a relative, a resident, or a nonresident spouse.
10. Arising out of the use of the insured auto by any person other than an insured person.
11. Arising out of the ownership, maintenance or use of any vehicle with fewer than four wheels.
12. Resulting from the ownership, maintenance or use of a vehicle in any racing event.
13. Resulting from any auto Business.
14. Incurred while the insured auto is being leased or rented to others. This exclusion does not apply if you or any relative lends your covered auto to another for reimbursement of operating expenses only.
15. Resulting from the use of a vehicle for snow removal.
16. Sustained while occupying any vehicle located for use or being used as a residence or premises.
17. Sustained as a result of the use of a vehicle by any person specifically excluded by endorsement.
18. Sustained from any source other than an Accident.
19. Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, or riot.
20. Sustained by any person while occupying the insured auto without your express or implied permission.
21. Occurring during the course of employment if benefits are payable or available under a worker's compensation law or similar law.
22. Caused by a vehicle driven by a person under the minimum age to obtain a license to operate a vehicle in that state.
23. Caused intentionally by, or at the direction of, an insured person.
24. Bodily injury resulting from Fungi. This exclusion does not apply for damage from fungi that is the result of a covered loss.

LIMITS OF LIABILITY - PART B1 ONLY

The limit of liability shown on the Declarations page for Medical Payments Coverage is the most we will pay for each insured person injured in any one Accident, regardless of the number of:

1. Claims made;
2. Insured autos;
3. Insured persons;
4. Lawsuits brought;
5. Vehicles involved in the Accident; or
6. Premiums paid.

No one will be entitled to duplicate payments under this policy for the same element of loss.

Any amount payable to an insured person under this Part B1 will be reduced by any amount paid or payable for the same expense under Part-A Limits of Liability nor Part C - Uninsured/Underinsured Motorist Coverage.
If multiple auto policies issued to you by us are in effect for you, we will pay no more than the highest limit of liability for this coverage available under any one policy.

We will make no payment under this Part of the policy unless the insured person or the insured person’s legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under the Liability, Uninsured Motorists, or Underinsured Motorists Coverages of this policy.

OTHER INSURANCE - PART B1 ONLY

Any payment we make under this Part to an insured person shall be excess over any:
1. Other available auto medical payments insurance;

In no event will an insured person be entitled to receive duplicate payments for the same element of loss.

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.

PART B2 - PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

If you pay the premium for this coverage and it is shown on the Declarations page, we will pay Personal Injury Protection benefits, not exceeding the limits shown on the Declarations page, incurred as a result of bodily injury caused by an Accident and sustained by an insured person.

We will pay only for those expenses incurred for services rendered within three years from the date of the Accident. Personal Injury Protection benefits consist of:

1. Reasonable medical expenses incurred for necessary medical and funeral services.
2. Eighty percent of an insured person’s loss of income from employment. These benefits apply only if, at the time of the Accident, the insured person:
   a. Was an income producer; and
   b. Was in an occupational status.

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

ADDITIONAL DEFINITIONS USED IN PART B2 ONLY

As used in this part:

1. Insured person means:
   a. You, a relative, or a resident who sustains bodily injury while occupying a motor vehicle or while a pedestrian through being struck by a motor vehicle designed for use mainly on public roads or a trailer of any type; or
   b. Any other person while occupying the insured auto with your permission.

2. Loss of income means the difference between:
   a. Income which would have been earned had the insured person not been injured; and
   b. The amount of income actually received from employment during the disability.

If the income being earned as of the date of Accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (more than 12 months) preceding the Accident shall be used.

c. Reasonable expense incurred for obtaining services. These services must replace those an insured person would normally have performed
   i. Without pay;
   ii. During a period of disability; and
   iii. For the care and maintenance of the family or Household.

   These benefits apply only if, at the time of the Accident, the insured person:
   i. Was not an income producer; and
   ii. Was not in an occupational status.

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

3. Medical expenses means the usual and customary charges incurred for reasonable expenses arising from an accident and incurred within three years for necessary medical, surgical, x-ray, and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing services when prescribed by a licensed medical professional; and funeral services.

EXCLUSIONS - PART B2 ONLY - READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS
PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide Personal Injury Protection for any person for bodily injury sustained:
1. By any person in an Accident caused intentionally by that person.
2. By that person while in the commission of a felony.
3. By that person while attempting to elude arrest by a law enforcement official.
4. While occupying, or when struck by, any motor vehicle (other than the Insured auto) which is owned by you.
5. By a relative or resident while occupying, or when struck by, any motor vehicle (other than the Insured auto) which is owned by the relative or resident.

LIMITS OF LIABILITY - PART B2 ONLY

The limit of liability shown on the Declarations page for this coverage is our maximum limit of liability for each person injured in any Accident. This is the most that we will pay regardless of the number of:
1. Insured persons;
2. Claims made;
3. Vehicles or premiums shown on the Declarations page; or
4. Vehicles involved in the Accident.

OTHER INSURANCE - PART B2 ONLY

If there is other applicable Personal Injury Protection insurance, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance that we provide with respect to Non-owned auto shall be excess over any other collectible Personal Injury Protection insurance.

OTHER PROVISIONS

Loss payment benefits are payable:
1. Not more frequently than once every two weeks; and
2. Within 30 days after satisfactory proof of claim is received.

The Part F - General Provisions section of this policy entitled "Our Recovery Rights" does not apply to this coverage.

ASSIGNMENT OF BENEFITS

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

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PART C - UNINSURED/ UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

If you pay the premium for this coverage and it is shown on the Declarations page, we will pay damages, not exceeding the limits shown on the Declarations page, which an insured person is legally entitled to recover from the owner or operator of an uninsured or underinsured motor vehicle because of bodily injury or property damage caused by an Accident and sustained by the insured person. The bodily injury or property damage must be caused by an Accident and must arise out of the ownership, maintenance or use of the uninsured or underinsured motor vehicle.

If suit is brought to determine legal liability or damages without our written consent, we are not bound by any resulting judgment.

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

ADDITIONAL DEFINITIONS USED IN PART C ONLY

As used in this Part:
1. Insured person means:
   a. You or a relative for an Accident arising out of the ownership, maintenance, or use of the Insured auto.
   b. A resident of your Household for an Accident arising out of their use of an Insured auto.
   c. Any person while using the Insured auto with your express or implied permission, for an Accident arising out of that person's use of the Insured auto. A regular operator is not considered an insured person.
   d. Any other person listed on the Declarations page for an Accident arising out of the person's use of the Insured auto.
2. Property damage as used in this Part means damage to or loss of use of:
   a. The insured auto;
   b. Any property owned by an insured person while contained in the insured auto;
   c. Any property owned by you, a relative, or a resident while contained in any auto not owned, but being operated by, you or any relative or resident.
3. Uninsured motor vehicle means a land motor vehicle or trailer of any type which is:
a. Not insured by a liability bond or policy at the time of the Accident.
b. A hit-and-run vehicle whose operator or owner cannot be identified and which causes an Accident by hitting:
   i. You, a relative or any resident;
   ii. An auto which you, a relative or any resident are occupying; or
   iii. The insured auto.
c. Insured by a liability bond or policy at the time of the Accident, but the insurer denies coverage, currently is or becomes insolvent.

Uninsured motor vehicle does not include any vehicle or equipment:

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

4. Underinsured motor vehicle means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of the Accident, but its limit of liability either:
   a. Is not enough to pay the full amount the insured person is legally entitled to recover as damages; or
   b. Has been reduced by payment of claims to an amount which is not enough to pay the full amount the insured person is legally entitled to recover.

Underinsured motor vehicle does not include any vehicle or equipment:

a. Operated on rails or crawler treads;
b. Designed mainly for use off public roads while not on public roads;
c. While located for use or being used as a residence or premises;
d. To which a liability bond or policy applies at the time of the Accident but the bonding or insuring company denies coverage or is or becomes insolvent;
e. Owned by or furnished or available for the regular use of you, or a relative;
f. Owned or operated by a self-insurer under any applicable motor vehicle law; or
g. Owned by a governmental unit or agency unless:
   i. The operator of the vehicle is uninsured; and
   ii. There is no statute imposing liability for damages because of bodily injury or property damage on the governmental body for an amount not less than the limit of liability for this coverage.

EXCLUSIONS - PART C ONLY - READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not provide Uninsured Motorists Coverage or Underinsured Motorists Coverage for any person:

1. If that person or his legal representative settles the claim without our consent.
2. When the insured auto is being used to transport persons for a fee; this does not apply to share-the-expense car pools.
3. When the insured auto is being used to transport property for a fee; including magazines, newspapers, food or any other product. This does not apply to you or a relative unless the primary use of the vehicle is to carry property for a fee.
4. While using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion does not apply to you or any relative while using your insured auto.
5. So as to apply directly or indirectly to the benefit of any insurer or any self-insurer under any worker's compensation law, disability law, or any similar law.
6. So as to apply directly or indirectly to the benefit of any insurer or property.
7. For bodily injury sustained by any person while occupying or when struck by any vehicle owned by you, any relative which is not insured for this coverage under this policy.
8. For the first $250 of the amount of property damage to the property of each insured person as the result of any one Accident.
9. For bodily injury or property damage resulting from the intentional acts of that person.
10. For punitive or exemplary damages.

LIMITS OF LIABILITY - PART C ONLY

The limit of liability shown on the Declarations page for Uninsured/Underinsured Motorist Coverage is the most we will pay regardless of the number of:
1. Claims made;
2. **Insured autos**;
3. **Insured persons**;
4. Lawsuits brought;
5. Vehicles involved in the **Accident**; or
6. Premiums paid.

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

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

The damages recoverable under this Part C will be reduced by all sums:
1. Paid because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible;
2. Paid under Part A - **Limits of Liability**; and
3. Paid or payable because of **bodily injury** under any of the following or similar laws:
   a. Workers' compensation law; or
   b. Disability benefits law.

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

The damages recoverable for **property damage** under this Part C will be reduced by all sums paid because of **property damage** by or on behalf of any persons or organizations who may be legally responsible, including, but not limited to, all sums paid under Part A- **Limits of Liability**.

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

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

**OTHER INSURANCE - PART C ONLY**

If there is other applicable uninsured or underinsured motorists insurance that covers a loss under an insurance policy not issued by us, **we** will only pay our proportionate share of that loss. Our share is the proportion that our limits of liability bear to the total of all applicable limits.

However, any uninsured or underinsured motorists coverage that **we** provide shall be excess over any other collectible uninsured or underinsured motorists insurance while **you**, a **relative**, or a **resident** are occupying any vehicle that is not the **Insured auto** and will apply only in the amount our limit of liability exceeds the sum of the applicable limits of liability of all other applicable insurance. **We** will pay only after all other applicable limits have been paid.

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

**PART D - COVERAGE FOR DAMAGE TO THE INSURED AUTO**

**INSURING AGREEMENT**

If **you** pay the premium for this coverage and it is shown on the **Declarations page**, **we** will pay for direct and **Accidental** comprehensive loss to the **Insured auto**, including its factory-installed equipment, less any applicable deductible for each separate loss.

If you pay the premium for this coverage and it is shown on the Declarations page, **we** will pay for direct and **Accidental** loss to the **Insured auto** caused by collision, including its factory-installed equipment, less any applicable deductible for each separate loss.

The **Insured auto** must be operated by an **insured person** at the time of the loss or in the care, custody, or control of an **insured person** at the time of loss if the **Insured auto** was not in operation.
ADDITIONAL DEFINITIONS USED IN PART D ONLY

As used in this part:

1. **Actual cash value** means the market value at the time of the loss, less any depreciation.
2. **Aftermarket parts** mean replacement auto parts not made by the original manufacturer of the motor vehicle or by a manufacturer authorized by the original manufacturer to use its name or trademark.
3. **Collision** means loss caused by the Insured auto's upset or overturn, or a sudden impact with another object.
4. **Comprehensive** means loss to the Insured auto caused by an event other than collision.
5. **Comprehensive loss** includes, but is not limited to loss caused by:
   a. Missiles or falling objects;
   b. Fire, theft or larceny;
   c. Explosion;
   d. Earthquake or volcanic activity;
   e. Windstorm, hail, water, or flood;
   f. Malicious mischief or vandalism;
   g. Riot or civil commotion;
   h. Contact with a bird or animal; or
   i. Breakage of glass.

   If breakage of glass results from collision, you may elect to have it treated as loss caused by collision.

6. **Custom or additional equipment** means any equipment which was not installed at the factory or added as original equipment when the vehicle was purchased new.
7. **Deductible** is that sum which is shown on the Declarations page and will be deducted from the loss payment.
8. **Depreciation** means the loss of value caused by the physical, technological, or market deterioration.
9. **Diminution of value** means the difference in the actual cash value of the Insured auto immediately before a loss and after the repair of the Insured auto.
10. **Insured person** means:
   a. You, a relative, or a resident, or
   b. Any other person listed on the application or added by endorsement, during the policy term and prior to a loss.
   c. Any person while using the Insured auto with your expressed or implied permission, for an accident arising out of that person's use of the Insured auto. A regular operator is not considered an insured person.
11. **Loss** means sudden, direct, and accidental damage to, or theft of, the Insured auto, including its original optional equipment, which is permanently installed at the factory by the vehicle manufacturer or authorized dealer. Custom or additional equipment is covered only if it is declared before the loss and an additional premium is paid. Equipment installed or alterations made by conversion facilities to an auto or camper are not considered standard or original optional equipment.

EXCLUSIONS - PART D ONLY - READ THE FOLLOWING EXCLUSIONS CAREFULLY. COVERAGE WILL NOT BE AFFORDED UNDER THIS PART FOR ANY OF THE EXCLUSIONS LISTED BELOW.

We do not cover loss:

1. That results from nuclear reactions, radiation, or fallout.
2. Covered by a nuclear energy liability policy, even if the limits of that policy are exhausted.
3. That arises from the ownership, maintenance or use of the Insured auto while it is being used to transport persons for a fee; this does not apply to share-the-expense car pools.
4. That arises from the ownership, maintenance or use of the Insured auto while it is being used for retail or wholesale delivery, including but not limited to the pickup, transport or delivery of food, newspapers, publications, money, flowers or mail. This does not apply to you or any relative unless the primary usage of the vehicle is to carry property for a fee.
5. That arises from the operation, maintenance or use of any Insured auto or trailer that is primarily used for the following types of commercial or business uses: delivery or livery vehicles, mobile services, sales, or taxis.
6. That occurs while any Insured auto or trailer is being used in a ride-sharing activity or for a prearranged ride.
7. To the Insured auto while it is rented or is leased to others. This exclusion does not apply if you or any relative lends your covered auto to another for reimbursement of operating expenses only.
8. To clothes, tools, or other personal effects.
9. To property the Insured person rents, uses, or has charge of, including loss of its use.
10. To any vehicle with fewer than four wheels.
11. Resulting from the use of any vehicle in any racing event or off-road recreational activity.
12. To any vehicle or trailer resulting from your employment by or ownership of any auto business.
13. Resulting from the use of the Insured auto for snow removal.
14. Caused by a war (declared or undeclared), civil war, insurrection, rebellion, or revolution.
15. Caused to a camper body, pickup shell, box cover, or trailer owned by you or any other person.
16. Resulting from prior loss or damage; manufacturers' defects; wear and tear; freezing; mechanical or electrical breakdown or...
failure; or road damage to tires.
However, coverage does apply if the loss is the result of other loss covered by this policy.
17. To any modified suspension equipment, modified engines, modified carburetor systems, or modified equipment, including but not limited to:
   a. Aluminum, magnesium, chrome, or alloy wheels;
   b. Special wide-tread tires or slicks.
This exclusion does not apply to special equipment as outlined under the Custom or Additional Equipment coverage.
18. To winches, utility boxes, or tool boxes.
19. To tapes, compact discs, records, cassettes, or similar recording or recorded media used with sound equipment, including any cases or other containers used in storing or carrying such items.
20. To any equipment not installed at the factory or that is not considered standard equipment for such vehicle, including custom paint or murals, decals or graphics; special carpeting or furnishings; custom sunroofs, moon roofs, T-bar roofs or height extending roofs; bubble domes or similar windows; refrigeration or cooking equipment and any equipment used for sleeping.
21. To any electronic equipment, antennas, and other devices used exclusively or primarily to send or receive audio, visual, or data signals, or to play back recorded media, if such equipment or device is not permanently installed in the dash or console opening of the insured auto by the vehicle manufacturer or dealer and specified as original equipment by the vehicle manufacturer.
22. To sound receiving or transmitting equipment designed for use as citizen band radios, two-way mobile radios, televisions, VCRs, telephones not originally installed by the original make and model vehicle manufacturer or dealer, home high fidelity equipment, scanning monitor receivers, radar or laser detectors, or any other detection equipment for speed-measuring devices, or any accessories or antennas to any of these types of equipment.
23. To TV antennas, awnings, cabanas, or equipment designed to provide additional living facilities.
24. That results in damage to, or loss of use of, a non-owned vehicle or trailer.
25. To damage caused by, due to, or in any way resulting from the alteration, modification, or customizing of the insured auto which alters or affects the drivability, road worthiness, handling or safety of the insured auto.
26. To the insured auto while in the care, custody, or control of an insured person other than you for the purpose of selling the insured auto.
27. Caused intentionally by, or at the direction of, you, a relative, a resident or anyone in possession or custody of an insured auto with your express or implied permission.
28. Loss due to or as a consequence of the seizure or confiscation of your covered auto by federal or state law enforcement officers due to your acquiring an auto or trailer from a seller without a valid legal title, including but not limited to legal fees or expenses incurred in any dispute over the title.
29. To the insured auto while being operated by any person specifically excluded by endorsement.
30. To any vehicle that is subject to a bailment, lease, conditional sale or consignment agreement not specifically declared and described in this policy.
31. Caused to the insured auto when it is driven, operated or used by, or in the control of any person who is not an insured person under this Part.
32. Arising out of or due to the use of the vehicle for transportation of any explosive substance, flammable liquid or similarly hazardous materials except such transportation that is incidental to your ordinary household activities.
33. Loss due to or as a consequence of the seizure of your covered auto by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the Federal Controlled Substances Act if you are convicted in such case.
34. To paint or discoloration of paint that results from acid rain, smoke, smog, chemicals, salt, tree sap, or animal or bird droppings unless such loss is a direct result of collision or vandalism.
35. To the insured auto for diminution of value.
36. Caused by the theft or conversion of the insured auto by a person to whom you have voluntarily entrusted the insured auto.
37. To any non-dealer or non-factory installed equipment that mechanically or structurally changes the insured auto and results in an increase in performance or a change in appearance. This also includes equipment which does not conform to this state's Motor Vehicle Code.
38. To a single vehicle Accident when a police report has not been made within 24 hours or as soon as practical after of the Accident.
39. Loss caused by Fungi, wet or dry rot, or bacteria. This means the presence, growth, proliferation, spread, or any activity of Fungi, wet or dry rot, or bacteria. This exclusion (39) does not apply to damage directly resulting from a loss covered under Comprehensive Coverage or Collision Coverage.
40. For temporary substitute autos when the insured auto is out of use beyond 30 days.

LIMITS OF LIABILITY - PART D ONLY

Our limits of liability for loss shall not exceed the lesser of:
1. The actual cash value of the stolen or damaged property at the time of the loss.
2. The amount necessary to replace or repair the property to its physical condition immediately prior to the loss, with other
property of like, kind or quality. **We** may use parts produced by or for the vehicle's manufacturer or parts from other sources including, but not limited to, **aftermarket parts**, as specified in **Payment of Loss - Part D Only**; or

3. An estimate written based upon the prevailing competitive price. You agree with **us** that **we** may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired.

Custom or additional equipment is not covered under this Part unless the value has been reported to **us** prior to the **loss** and a premium has been paid for the Custom or Additional Equipment coverage amount shown on the **Declarations page**.

All claims submitted under this Part shall be subject to the applicable **deductibles** shown on the **Declarations page**. Any applicable deductible amount and salvage value, if **you** retain salvage, will be subtracted from all **loss** payments.

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

Sound reproducing equipment and component parts shall be subject to a maximum limit of $500 in the aggregate. Such equipment must be permanently installed by a factory or dealer as original equipment in the dash or console opening of the **Insured auto**. Duplicate recovery for the same elements of **loss** is not permitted.

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

**STORAGE COSTS**

**We** will pay up to maximum of $100 for the cost of storage of the **insured auto** in the event of a covered **loss**.

**APPRAISAL - PART D ONLY**

If **you** and **we** cannot agree on the amount of **loss**, either may demand appraisal of the **loss**. Both parties will be bound by the results of the appraisal. Within 30 days after an appraisal has been demanded, each party will select and appoint a competent, impartial appraiser and will notify the other party of their selection.

The appraisers will determine the amount of **loss**. An agreement on the amount of **loss** by the appraisers will be binding on **you** and **us**.

If the appraisers fail to agree, they will select a qualified, impartial umpire and submit their difference to the umpire. If the appraisers cannot agree on an umpire within 15 days, **we** or **you** may request that a judge of a court of record in the county where **you** reside select the umpire. An agreement on the amount of the **loss** by any two of these three shall be binding on **you** and **us**, subject to the terms of this policy. Attorney fees shall not be regarded as appraiser’s fees and expenses. All other expenses of the appraisal, including the umpire’s fees if one is appointed, shall be shared equally by **you** and **us**.

Neither **you** nor **we** waive any duties or rights afforded under this policy by agreeing to an appraisal.

**PAYMENT OF LOSS - PART D ONLY**

**We** may pay for the **loss** in money or **we** may repair the damaged or stolen property. **We** may take all or part of the damaged property at the agreed or appraised value. Before a **loss** is paid or the property is replaced, **we** may return any stolen property to **you** at our expense with payment for any damage.

**We** may settle any claim for **loss** either with **you**, or with the **owner** of the property. Payment for **loss** is required only if **you** have fully complied with the terms of this policy. **We** may wait up to 30 days from the date the theft is reported in writing to the police and to **us** to either issue payment or replace the property.

**OTHER INSURANCE - PART D ONLY**

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

For any **loss** to which uninsured/underinsured motorist’s coverage (from this or any other policy) and this coverage both apply, **you** may choose the coverage from which damages will be paid. **You** may recover under both coverages, but only if:

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

**NO BENEFIT TO BAILEE**

This coverage shall not directly or indirectly benefit any person, organization, group, or other bailee caring for or handling property for a fee or compensation.
TWO OR MORE AUTOMOBILES

When we insure 2 or more vehicles under this policy, the terms and conditions of this policy shall apply separately to each vehicle.

PART E – DUTIES - INSURED PERSONS DUTIES IN CASE OF ACCIDENT OR LOSS

1. In the event of an accident or loss, you or any person claiming coverage under this policy must notify us within 24 hours or as soon as practical.
2. In the event of an accident or loss, you or any person claiming coverage under this policy must provide us with the following accident or loss information:
   a. The date, time and place of the accident or loss;
   b. The license plate numbers of the vehicles involved, and the names and addresses of injured persons.
3. Cooperate with us in any matter concerning a claim or a suit.
4. Provide us access, as we may require, to the recorded data contained within the insured auto’s event data recorder (EDR), global positioning system (GPS), or similar device, in connection with any matter concerning an accident, claim or suit.
5. Submit to physical examination at our expense, by doctors we select, as often as we may require, and authorize us to obtain pertinent medical and other records related to the injuries or damages asserted.
6. Provide any sworn proof of loss under oath that we may require.
7. Attend hearings and trials as we or a court may require.
8. Send us promptly any legal papers received in regard to any claim or suit for which coverage may be sought.
9. Submit to statements or examinations under oath and subscribe to the same as often as we may require. We may examine any insured person under oath, while not in the presence of any other insured person, about any matter relating to this insurance or to the claim. This includes an insured person’s books and records subject to Tex. Ins. Code 542.004, subsection 2 (B). This duty allows all minors to have a parent or guardian present during an examination under oath.
10. A person claiming uninsured or underinsured motorist’s coverage, or someone on their behalf, must notify the police as soon as practical after the accident if a hit-and-run driver is involved.
11. Allow us to take signed or recorded statements when and as often as we may require.
12. If coverage is claimed for property damage or loss or damage to the insured auto, the person claiming coverage must take reasonable steps after the accident to protect the property from any further loss or damage. We will pay the reasonable expenses incurred in providing that protection.
13. In the event of any theft or vandalism of the insured auto, you must promptly file a written report with the appropriate law enforcement agency.
14. You must also allow us to inspect and appraise the damaged property before its repair or disposal.

FAILURE TO COMPLY WITH ANY OR ALL OF THE CONDITIONS ABOVE MAY RESULT IN OUR REFUSAL TO EXTEND TO YOU ANY PROTECTION UNDER THIS POLICY FOR THE ACCIDENT OR LOSS.

OUR DUTIES IN THE EVENT OF A CLAIM

1. Receipt of a Claim:
   Within 15 days after we receive your written notice of claim, we must:
   a. Acknowledge receipt of the claim. If our acknowledgment of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgment.
   b. Begin any investigation of the claim.
   c. Specify the information you must provide in accordance with paragraphs 1 through 13 above.
   We may request more information, if during the investigation of the claim such additional information is necessary.
2. Notice of Acceptance or Rejection of Claim:
   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:
   a. Within 15 business days; or
   b. Within 30 days if we have reason to believe the loss resulted from arson.
3. If we do not approve payment of your claim or require more time for processing your claim, we must:
   a. Give the reasons for denying your claim; or
   b. Give the reasons we require more time to process your claim. But, we must either approve or deny your claim within 45 days after our requesting more time.
4. In the event of a weather-related catastrophe or major natural disaster, as defined by the Texas Department of Insurance, the claim-handling deadlines as stated above are extended for an additional 15 days.
5. Loss Payment:
   a. If we notify you that we will pay your claim, or part of your claim, we must pay within 5 business days after we notify you.
   b. If payment of your claim or a 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.
6. Notice of Settlement of Liability Claim
   a. We will notify you in writing of any initial offer to compromise or to settle a claim against you under the liability section of this policy. We will give you notice within 10 days after the date the offer is made.
   b. We will notify you in writing of any settlement of a claim against you under the liability section of this policy. We will give you notice within 30 days after the date of the settlement.

DUTY TO REPORT CHANGES

You must promptly notify us when:
1. Your mailing or household address changes;
2. The principal garaging address for any insured auto or trailer shown on the Declarations page changes;
3. There is a change with respect to the residents in your household or the persons who regularly operate an Insured auto;
4. An operator’s marital status changes;
5. You or a household member obtains a driver’s license or operator’s permit; or
6. Your driver’s license or that of any household member expires or is revoked or suspended.

PART F - GENERAL PROVISIONS POLICY PERIOD & TERRITORY

This policy shall become effective on the date and the time shown on the Declarations page at the address shown on the Declarations page. The policy will expire on the date and time specified on the Declarations page at the address shown on the Declarations page, unless terminated sooner.

This policy applies only to accidents and losses that occur;
1. During the policy period shown on the Declarations page; and
2. Within the policy territory.

The policy territory is:
   a. Within the United States of America, its territories or possessions,
   b. Puerto Rico; and
   C. Canada.

If you owe us any premium on your expired or expiring policy, these funds must be paid before your policy will be renewed by us. Any payment sent by you will first be used to pay any balance owed on the expired or expiring policy and any remainder of such payment will be applied to the renewal premium.

PREMIUM CHANGES

The premium for this policy is based on the information that we have received from you and from other sources.

You agree:
1. That if you provide incorrect or incomplete information, or if any information material to calculating the policy premium changes, we may adjust the premium accordingly during the policy period;
2. To cooperate with us in determining if this information is correct and complete. You must advise us of any changes in this information; and
3. That the return premium will be calculated on the basis of the correct premium, if this policy is canceled.

Any adjustment of your premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:
1. Any auto insured by the policy including changes in use or the location where the vehicle is principally garaged;
2. Drivers, driver’s age, or driver’s marital status;
3. Coverages or coverage limits;
4. Rating territory;
5. Eligibility for discounts or other premium credits; and
6. Any other rating criteria.

LIBERALIZATION CLAUSE

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which we change, your policy will automatically provide the additional coverage as of the date the revision is effective in your state. Otherwise, this policy, the application, the endorsements, the Declarations page and all attachments contain all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

PREMIUM PAYMENT

Premium payment means the actual receipt of cash funds by us. We provide coverage for each policy term only on condition that the premium payment is received by us on a timely basis.
If you give us a check, a credit card, an electronic funds transfer or similar form of remittance for the initial premium remittance or down payment due at the time the policy is purchased that is, for any reason, not honored at first presentation by your financial institution, the policy will be null and void and no coverage will be afforded, regardless of whether the policy has been issued.

If you receive a cancellation notice from us, referencing a regular installment payment, and informing you that your premium payment to us was returned unpaid, you must provide a replacement payment to us by means of either a cashier’s check or money order. If payment is made by the due date noted on the cancellation notice, then your policy will remain active and in force.

CANCELLATION AND NONRENEWAL

We will not cancel, non-renew or discontinue your policy based in whole or in part on the age, race, color, religion or national origin of anyone who is an insured.

We will not cancel, non-renew or discontinue your policy based solely on the fact that you are an elected official.

You may cancel this policy by returning it to us or an authorized agent or by advising us in writing as to when the cancellation is to be effective at a future date. If this policy has been in effect less than 60 days and is not a continuation or renewal policy, we may cancel for any reason by mailing notice to you at the address shown on the Declarations page or by delivering the notice at least 10 days before the effective date of the cancellation.

If this policy has been in effect 60 days or more or it is a continuation or renewal policy, then we may cancel with at least 10 days’ notice for the following:
1. For nonpayment of premium;
2. If you submit a fraudulent claim;
3. If your driver’s license or motor vehicle registration or that of:
   a. Any driver who lives with you; or
   b. Any driver who customarily uses the insured auto
   c. Has been suspended or revoked.

   However, we will not cancel if you consent to the attachment of an endorsement eliminating coverage when the insured auto is being operated by the driver whose license has been suspended or revoked.

We will mail to you at the address shown on the Declarations page notice of nonrenewal not less than 30 days before the end of the policy period, if we decide not to renew or continue this policy. 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 may deliver any notice instead of mailing it.

Proof of mailing of any notice shall be sufficient proof of notice. Mailing is equivalent to delivery.

Upon cancellation, you may be entitled to a premium refund. If so, we will send it to you but our offer of a refund is not a condition of cancellation. If you cancel, the refund will be computed on a pro-rata basis. If we cancel, the refund will also be computed on a prorated basis. The effective date of the cancellation stated in a notice is the end of the policy period. All policy fees will be considered fully earned by us for purposes of calculating any refund. We shall refund the appropriate portion of any unearned premium to you no later than the 15th business day after the effective date of cancellation or termination of a policy.

This policy will automatically terminate at the end of the current policy period if you or your representative does not accept our offer to renew or continue it. Your failure to pay the required continuation or renewal premium when it is due means that you have declined our offer. If, at any time, you obtain other insurance on the insured auto, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

AUTOMATIC TERMINATION

If, at any time, you obtain other insurance on an insured auto, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

If someone other than you or a relative who is listed in the Declarations page becomes the owner of an insured auto, coverage for that auto will automatically terminate. The termination will correspond with the time that possession or title is conveyed to the new owner.

If you are entitled to a premium refund, the refund will be computed on a pro-rate basis and mailed to you.

LIMITATIONS ON AGENT AUTHORITY

The authorized agent who obtained this policy for you has limited authority to act in transacting business with you on this policy. Any statement or assurance made by this authorized agent to you concerning your policy is governed by our guidelines and rules, as well as applicable laws and regulations. The authorized agent who obtained this policy for you does not possess any apparent, implied, or actual authority to act on our behalf after the expiration, cancellation, or nonrenewal of your policy with us. Any representations made by the authorized agent after a notice of termination has been initiated, by either you or us, will apply only if
we provide prior written approval.

SUIT AGAINST US

We may not be sued unless there is full compliance with all of the terms of this policy. We may not be sued under Part A of this policy until the obligation of an insured to pay is finally determined either by a judgment against the insured or by written agreement of the insured, the claimant, and us. No one shall have any right to make us a party to a suit to determine the liability of an insured. Any lawsuit brought against us under this policy must be commenced within 2 years and 1 day after the cause of action first accrues. This section does not apply to Part C - Uninsured/Underinsured Motorists Coverage.

FRAUD OR MISREPRESENTATION

This policy was issued in reliance upon the information provided on your insurance Application. To the extent permitted by Texas Insurance Code section 705.004, this policy may be voided by us, including after the occurrence of an Accident or loss, if it is shown at trial that any false statement made in the application for this policy:
1. Was material to the risk; or
2. Contributed to the contingency or event on which the policy becomes due and payable.

To the extent permitted by Texas Insurance Code section 705.003, we may deny coverage for an accident or loss if an insured person or a person seeking coverage has knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim if it is shown at trial that the misrepresentation or concealment:
1. Was fraudulently made;
2. Misrepresented a fact material to the question of our liability under the policy; and
3. Misled us and caused us to waive or lose a valid defense to the policy.

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 of the policies shall not exceed the highest applicable limit of liability under any one policy, even though separate premiums have been paid.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Interest in this policy may not be assigned or transferred without our written consent. However, if you die, coverage will be provided for:
1. Any person specifically named as an operator on the Declarations page; and
2. The legal representative of the deceased person while acting within the scope of his or her duties as a legal representative.

If the Insured auto is sold, coverage will terminate as to that auto when the buyer takes possession of the auto. Coverage will not transfer to the new owner.

BANKRUPTCY

An insured's bankruptcy or insolvency will not relieve us of any obligation under this policy.

OUR RECOVERY RIGHTS

If we make a payment under this policy and the person receiving payment is entitled to recover from another, we are entitled to those same rights of recovery to the extent of our payment. You and anyone we cover must sign and deliver to us any legal papers relating to that recovery, do whatever else is necessary to help us exercise our rights, and do nothing after a loss to harm our rights.

When a person has been paid by us under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for us and reimbursed to us to the extent of our payment, provided that the person to or on behalf of whom such payment is made is fully compensated for their loss.

If an insured person or organization receives recovery from a responsible party without our written consent, the insured person or organization's right to payment under any affected coverages of this policy will no longer exist.

LOSS PAYABLE CLAUSE

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

It is agreed that “loss” or damage under this policy shall be paid to you and the loss payee shown in the Declarations, as your interests may appear at our option, we may issue payment jointly to you and the loss payee, or separately to either. However, if the “insured auto” is not a total loss, we may make payment to you and the repairer of the “insured auto”.

We will not pay the loss payee more than the lesser of:
1. The cost to repair,
2. Actual cash value, or
3. The existing loan balance as of the date of “loss” minus any applicable “deductible”.

If you surrender possession of the “insured auto” to the loss payee or the loss payee repossesses the “insured auto”, we will not pay the loss payee for “loss” occurring after the date the loss payee or its agents take possession of the “insured auto”.

1. This insurance covering the interest of the loss payee shall not become invalid because of your fraudulent acts or omissions, unless the loss results from your conversion, secretion or embezzlement of your covered auto.
2. The insurance covering the interest of the loss payee shall apply unless the “loss” is otherwise not covered under the terms of this policy.

We have the right to cancel, non-renew or void this policy as provided in the policy terms and such actions shall terminate this agreement with respect to any loss payee’s interest. When we cancel, non-renew or void this policy, we will give the same advance notice of cancellation or non-renewal to the loss payee as we give to the Named Insured shown in the Declarations.

Additionally, we will not pay the loss payee for any loss caused by conversion, secretion, embezzlement, or concealment by:
1. You;
2. A “relative”;
3. A “resident”; or
4. Anyone acting on behalf of persons in this 1., 2., or 3 above.

When we pay the loss payee we are entitled, to the extent of the payment, to be subrogated to the loss payee’s right of recovery. If the “loss” is not covered under the policy, but payment is made to the loss payee you will reimburse us up to the amount of our payment.

LIMITED MEXICO COVERAGE

Auto accidents in Mexico are subject to the laws of Mexico only - NOT the laws of the United States of America. Unlike the United States, the Republic of Mexico considers an auto accident a CRIMINAL OFFENSE as well as a civil matter.

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

The coverages for any insured auto provided by this policy are extended to accidents occurring in Mexico within 25 miles of the United States border.

The extension only applies if five or less trips are made into Mexico in any insured auto in the 30 days prior to the date of loss AND no insured auto is garaged in Mexico more than 10 calendar days in the 90 days prior to the date of loss.

A trip for the purposes of this coverage begins any time any insured auto crosses the border from the United States into Mexico and ends when the insured auto crosses back across the border from Mexico into the United States, regardless of whether this occurs on the same day or different days. No coverage applies for any trip that lasts longer than 5 consecutive days.

Additional Exclusions
We do not provide any coverage:
1. If your Insured auto is not principally garaged and used in the United States; and
2. To any insured person who does not principally live in United States.

Special Conditions
1. Other Insurance. The insurance we provide by this coverage will be excess over any other collectible insurance.
2. Losses Payable Under Coverage for Damage to your Auto. We will pay losses under Coverage for Damage to the Your Auto in the United States, not in Mexico. If the Insured auto must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such loss at the nearest United States point where the repairs can be made.

TERMS OF POLICY CONFORMED TO STATUTE

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

COMPANY STATEMENT

This policy is issued to you by us. By accepting this policy you agree:
1. That the statements in the Declarations page, Application, endorsements, or any other documents related to this policy are your representations;
2. That this policy is issued in reliance upon the truth of those representations; and
3. That this policy embodies all the agreements existing between you and us or any of our agents relating to this policy.
4. This policy is issued subject to the constitution and bylaws and all amendments thereto of the company which shall form part of this policy.

In Witness Whereof, the company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the company.

[Variable Signature]

[Variable Signature]

SPECIAL PROVISIONS

This Company is licensed to operate under Chapter 912, Texas Insurance Code, 1951, as amended and such statutes shall apply to and form a part of this policy the same as if written or printed upon, attached or appended hereto.

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

MUTUALS — MEMBERSHIP AND VOTING NOTICE

The insured is notified that by virtue of this policy, the insured is a member of the Redpoint County Mutual Insurance Company, and is entitled to vote either in person or by proxy at any and all meetings of said Company. The Annual Meetings are held in its home office in Austin, Texas, on the first Tuesday of March in each year, at 10:00 o’clock AM.

MUTUALS — PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY

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

***POLICY ENDS ABOVE***