



Underwritten by Elephant Insurance Company

Elephant Insurance Company
PO Box 5005
Glen Allen, VA 23058

Esai Cervantes
9485 MISTY TRL
Little Elm, TX 75068

Policy Number: 244-003-454-46

Dear Esai,

Thank you for allowing us to provide for your insurance needs. We value you as a customer and appreciate your business.

Enclosed are documents pertaining to your policy. Please review them thoroughly and if any information is incorrect or changes during your policy term, please notify us immediately.

If you receive policy documents electronically, you may still receive important policy notices by mail as required by law. For this reason, it is important that you notify Elephant promptly of any changes to your mailing address.

We want to ensure that you completely understand your policy and the protection we provide. If you have any questions, please contact us at 1-877-218-7865. You can also visit us online anytime at www.elephant.com or access policy information at mypolicy.elephant.com.

Welcome to the Herd!

Best regards,
Elephant Insurance

**TARJETA DE SEGURO
DE TEXAS**



PO Box 5005
Glen Allen, VA 23058
NAIC: 29300

Número de Póliza: 244-003-454-46

Vehículo: 2013 TOYOTA SCION TC

JTKJF5C77D3062548

Vigencia:

10/14/2022 - 04/14/2023

Nombre del Asegurado:

Esai Cervantes

**Conductores
Adicionales:**

Perla Rodriguez

Dirección del Asegurado:

9485 MISTY TRL

Little Elm, TX 75068

Cobertura del vehículo:

Responsabilidad civil

Selected

Amplia (no Choque)

00

Vehículo de Reemplazo

Selected

Choque

500

Servicio de Emergencia en Ruta

Selected 1-877-321-9910

Esta póliza provee al menos los límites mínimos de cobertura de responsabilidad civil requeridos por la ley de Texas (Texas Motor Vehicle Safety Responsibility Act) para el vehículo y asegurados especificados, y puede proveer cobertura para otras personas y vehículos según lo previsto en la póliza de seguro.

**Tarjeta de Seguro de
Responsabilidad Civil de Texas**

Guarde esta tarjeta

IMPORTANTE

Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- » Registro de Vehículo Motorizado
- » Licencia de conducir
- » Etiqueta de Inspección del Vehículo

Puede que usted tenga que mostrar esta tarjeta o su póliza en caso de verse involucrado en un accidente o que sea solicitada por un oficial de policía.

Todos los conductores en Texas deben tener cobertura de responsabilidad civil para sus vehículos, o alternativamente, cumplir los requisitos legales de responsabilidad financiera. La falta de cumplimiento de este requisito podría implicar multas de hasta \$1,000, suspensión de su licencia de conducir y del registro de su vehículo, y confiscación de su vehículo por hasta 180 días (con un costo de \$15 por día).

¿Preguntas?

www.elephant.com 1-877-218-7865

Para información adicional sobre la coberturas incluidas en su póliza, por favor revise la página de declaración de su seguro.

**TARJETA DE SEGURO
DE TEXAS**



PO Box 5005
Glen Allen, VA 23058
NAIC: 29300

Número de Póliza: 244-003-454-46

Vehículo: 2018 TOYOTA CAMRY
4T1B11HKXJU582213

Nombre del Asegurado:
Esai Cervantes

Dirección del Asegurado:
9485 MISTY TRL
Little Elm, TX 75068

Vigencia:
10/14/2022 - 04/14/2023

**Conductores
Adicionales:**
Perla Rodriguez

Cobertura del vehículo:

Responsabilidad civil **Amplia (no Choque)**
Selected 00

Vehículo de Reemplazo **Choque**
Selected 500

Servicio de Emergencia en Ruta
Selected 1-877-321-9910

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TEXAS INSURANCE CARD**Policy Number:** 244-003-454-46**Vehicle:** 2013 TOYOTA SCION TC

JTKJF5C77D3062548

Insured Name:

Esai Cervantes

Insured Address:

9485 MISTY TRL

Little Elm, TX 75068

PO Box 5005
Glen Allen, VA 23058
NAIC: 29300**Effective Dates:**

10/14/2022 - 04/14/2023

Authorized Drivers:

Perla Rodriguez

Coverage for your vehicle:**State Liability Requirements**

Selected

Rental Reimbursement

Selected

Emergency Roadside Service

Selected 1-877-321-9910

Comprehensive

00

Collision

500

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and vehicles as provided by the insurance policy.

TEXAS LIABILITY INSURANCE CARD**Keep this card****IMPORTANT**

This card or a copy of your insurance policy must be shown when you apply for or renew your:

- » Motor vehicle registration
- » Driver's License
- » Motor vehicle safety inspection sticker

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. If you do not meet your financial responsibility requirements, you could be fined up to \$1,000, your driver's license and motor vehicle registration could be suspended, and your vehicle could be impounded for up to 180 days (at a cost of \$15 per day).

Questions?

www.elephant.com 1-877-218-7865

For additional information on coverages included on your policy, please review your policy declarations page.

TEXAS INSURANCE CARD 

Policy Number: 244-003-454-46

Vehicle: 2018 TOYOTA CAMRY

4T1B11HKXJU582213

Insured Name:

Esai Cervantes

Insured Address:

9485 MISTY TRL
Little Elm, TX 75068

PO Box 5005
Glen Allen, VA 23058
NAIC: 29300

Effective Dates:

10/14/2022 - 04/14/2023

Authorized Drivers:

Perla Rodriguez

Coverage for your vehicle:

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Questions?
www.elephant.com 1-877-218-7865

For additional information on coverages included on your policy, please review your policy declarations page.



Visit account.elephant.com to access your documents and make changes to your policy 24/7!

www.elephant.com
PO Box 5005 Glen Allen, VA 23058-5005

Emergency Roadside Service

Policy Number : 244-003-454-46

Policy Effective Dates : 10/14/2022 - 04/14/2023

Thank you for purchasing Emergency Roadside Service (ERS) coverage, powered by Urgent.ly! For your reference, we've also included printable copies of ERS cards for each covered vehicle on the policy.

ERS includes nationwide services available when you need them most, day or night, 365 days a year. Simply call 877-321-9910. If you ever need towing assistance because you have been involved in an accident, please call us directly to avoid out of pocket expense at 844-937-5353 and we will be happy to make towing arrangements for you.

If there is ever an instance where you need to be reimbursed for out-of-pocket ERS expenses, please submit receipts to:

Urgent.ly Inc.
8609 Westwood Center Drive
Suite 475
Vienna, VA 22182

Your policy contract, which is available through your online account, contains in-depth details of the ERS coverage you have purchased. ERS is subject to agreements with our authorized service representative which limits the number of occurrences per vehicle and per policy period.

The following services are covered per occurrence up to plan benefit limits for any household with Emergency Roadside Service:

- ✔ Towing - Vehicles will be towed up to the maximum benefit limit to the nearest qualified repair shop. Towing is provided up to a maximum of 15 miles.
- ✔ Battery Jump Start - Urgent.ly will arrange for a service provider to attempt to start your vehicle.
- ✔ Flat Tire Change - Urgent.ly will arrange for a service provider to change flat tire with an inflated spare.
- ✔ Lock Out Service - If your car door key is lost, broken or accidentally locked inside of the car, Urgent.ly will arrange to send a service provider to open the vehicle's door.
- ✔ Fuel Delivery - Urgent.ly will arrange for a service provider to deliver up to 2 gallons of gasoline or diesel fuel. You must pay for the fuel when it is delivered.

Claims Guide

Policy Number:

If you're in an accident:

Report a claim to Elephant Insurance as soon as possible at fnol.elephant.com or by calling **1-877-218-7865**

- » Stay calm and avoid admitting fault.
- » Once safe, move vehicle out of traffic and turn on hazard warning lights.
- » Get medical help if anyone is injured.
- » Phone the police, even if the accident is minor.
- » Use the form provided to collect information about other drivers/vehicles involved.
- » Only attempt to document or photograph the scene if it's safe and secure.
- » Take reasonable steps to protect your vehicle from further damage.

Loss Information

Collecting this information at the time of an accident can help with the processing of your claim.

Date/Time of Accident

Street/Location

City/State

Other Party Information

Name of other driver Phone

Address

Driver's License Number Driver's License State

Insurance Company Policy Number

Vehicle VIN

Vehicle Year/Make/Model

Passengers (Y/N) How Many? Injuries (Y/N)

Passenger Names:

Witness(s) Name/Number

Emergency Roadside Service — 1-877-321-9910

2013 TOYOTA SCION TC

244-003-454-46

 **Towing**


Up to 15 miles

 **Battery Jump**

Up to \$75 for jump start

 **Lock Out Service**

Up to \$75 to open a vehicle

 **Flat Tire Change**

Up to \$75 to change inflated spare

 **Fuel Delivery**

Deliver up to 2 gal. of fuel at customer's expense


Emergency Roadside Service — 1-877-321-9910

2018 TOYOTA CAMRY


244-003-454-46

 **Towing**

Up to 15 miles

 **Battery Jump**

Up to \$75 for jump start

 **Lock Out Service**

Up to \$75 to open a vehicle

 **Flat Tire Change**

Up to \$75 to change inflated spare

 **Fuel Delivery**

Deliver up to 2 gal. of fuel at customer's expense



Underwritten by Elephant Insurance Company

Elephant Insurance Company
PO Box 5005
Glen Allen, VA 23058

10/13/2022

Esai Cervantes
9485 MISTY TRL
Little Elm, TX 75068

Policy Number: 244-003-454-46

Dear Esai

Thank you for choosing Elephant for your insurance needs. We value you as a customer and appreciate your business.

Your policy's agent:

Jessie Beaudoin
2017 Hickory Dr.

Little Elm TX 75068
877-287-6055

If you have any questions, need to make a change, or file a claim, please contact us at 1-877-218-7865. You can also visit us online anytime at www.elephant.com or access policy information at mypolicy.elephant.com.

Best regards,
Elephant Insurance



Underwritten by Redpoint County Mutual Insurance Company

Esai Cervantes
9485 MISTY TRL
Little Elm, TX 75068

www.elephant.com

1-877-21-TRUNK

For customer service and claims service.

Policy Number: 244-003-454-46

Policy Effective Date: 10/14/2022 at 12:01 AM

Policy Expiration Date: 04/14/2023 at 12:01 AM

Auto Insurance Coverage Summary Policy Declaration Page

Your policy began on 10/14/2022 and will end on 04/14/2023 . Your policy and any endorsements contain a full explanation of your coverage.

The policy contract is form TCM_EIC_TX_PersAutoPol_0620.

Drivers

Driver	Age	Gender	Marital Status
Esai Cervantes	26	Male	Married
Perla Rodriguez	24	Female	Married

* Additional drivers displayed on addendum

Policy Features

Premium Discounts - now offering a Work from Home Discount for eligible drivers

E-Signature Discount, Paperless Discount, Online Discount, Homeowners Discount, Multi-Car Discount, Multi-policy Discount, Safety Features Discount, Work From Home Discount

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

Your payment includes a \$4.00 fee per vehicle each year. This fee helps fund:

- auto burglary, theft, and fraud prevention;
- criminal justice efforts; and
- trauma care and emergency medical services for victims of accidents due to traffic offenses.

By law, we send this fee to the Motor Vehicle Crime Prevention Authority (MVCPA).

In the event you need to contact someone about this insurance for any reason, you may contact the insurance company issuing this insurance at the following address and telephone number•PO Box 5005, Glen Allen, VA 23058-5005, 1-877-218-7865.

If you pay a premium for Uninsured/Underinsured Motorist Property Damage Coverage, the limit of liability for that coverage is subject to a \$250 deductible.

Coverage Outline

Policy Number: 244-003-454-46

2013 TOYOTA SCION TC
VIN: JTKJF5C77D3062548

ZIP: 75068

Primary Use : Pleasure

Coverage Type	Limits	Deductible	Premium
Bodily Injury Liability: Per Person/Per Occurrence	\$100,000/\$300,000		\$248.00
Property Damage Liability	\$100,000		\$110.00
Uninsured/Underinsured Motorist - Bodily Injury: Per Person/Per Occurrence	\$100,000/\$300,000		\$42.00
Uninsured/Underinsured Motorist - Property Damage	\$25,000		\$19.00
PIP - Texas	\$5,000		\$27.00
Other Than Collision		\$0	\$151.00
Collision		\$500	\$117.00
Roadside Assistance			\$16.00
Rental Reimbursement	\$40 per day / \$1,200 max		\$26.00
Loan Lease Payoff			\$4.00
Total Premium			\$760.00
Additional Fees	Motor Vehicle Crime Prevention Authority (MVCPA)		\$4.00
Total			\$764.00

2018 TOYOTA CAMRY
VIN: 4T1B11HKXJU582213

ZIP: 75068

Primary Use : Pleasure

Coverage Type	Limits	Deductible	Premium
Bodily Injury Liability: Per Person/Per Occurrence	\$100,000/\$300,000		\$254.00
Property Damage Liability	\$100,000		\$114.00
Uninsured/Underinsured Motorist - Bodily Injury: Per Person/Per Occurrence	\$100,000/\$300,000		\$28.00
Uninsured/Underinsured Motorist - Property Damage	\$25,000		\$29.00
PIP - Texas	\$5,000		\$18.00
Other Than Collision		\$0	\$227.00
Collision		\$500	\$242.00
Roadside Assistance			\$9.00
Rental Reimbursement	\$40 per day / \$1,200 max		\$29.00
Loan Lease Payoff			\$6.00
Total Premium			\$956.00
Additional Fees	Motor Vehicle Crime Prevention Authority (MVCPA)		\$4.00
Total			\$960.00



Underwritten by Redpoint County Mutual Insurance Company

Elephant Auto Insurance
PO Box 5005
Glen Allen, VA 23058-5005

DIMINISHING DEDUCTIBLE – TEXAS

Automobile Policy Endorsement

THIS ENDORSEMENT CHANGES THE POLICY COVERAGE. PLEASE READ IT CAREFULLY. UNLESS OTHERWISE MODIFIED BY THE BELOW, ALL PROVISIONS OF THE POLICY APPLY.

NOTE:

Diminishing Deductible is an optional policy feature that may be purchased to reduce a customer's **collision** deductible.

- A. If **you** select this endorsement, **your** deductible immediately decreases by \$50.
- B. If during each policy term, **you** do not have an **accident** that affects **your** premium rate; **your** deductible will decrease by another \$50 when **you** renew **your** policy.
- C. If **you** have an **accident** that affects **your** premium rate, **your** deductible will not change when **you** renew **your** policy. For future decreases, **you** must not have an **accident** that affects **your** premium rate, for a full policy term.
- D. The total decrease that **you** can earn over multiple policy terms is \$500, but in no case shall your deductible decrease under \$0 dollars.
- E. If this endorsement is removed from **your** policy, **your** deductible will change back to the amount **you** originally selected.



Underwritten by Redpoint County Mutual Insurance Company

Texas Personal Auto Application

Date	10/13/2022
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Name Esai Cervantes	Home Phone	Work Phone	Email esai02pr@gmail.com
Mailing Address 9485 MISTY TRL	City Little Elm	State TX	ZIP Code 75068
Policy Number 244-003-454-46	Effective From 10/14/2022	Effective To 04/14/2023	NAIC Code 13688
Paperless true	E-Signature true		

Vehicle Description/Use

Vehicle	Year	Vehicle Make and Model	VIN	Use	Garaging Zip	Principal Driver
1	2018	TOYOTA CAMRY	4T1B11HKXJU582213	Pleasure	75068	Esai Cervantes
2	2013	TOYOTA SCION TC	JTKJF5C77D3062548	Pleasure	75068	Perla Rodriguez
3						
4						
5						
6						

* Additional vehicles displayed on addendum

Coverages and Premiums

Policy Level Coverages	Limits of Liability						Premium by Vehicle Number					
	Each Person			Each Accident			1	2	3	4	5	6
Liability – Bodily Injury	\$100,000			\$300,000			254.00	248.00				
Liability – Property Damage				\$100,000			114.00	110.00				
Uninsured/Underinsured Motorist												
Bodily Injury	\$100,000			\$300,000			28.00	42.00				
Property Damage				\$25,000			29.00	19.00				
Personal Injury Protection				\$5,000			18.00	27.00				
Vehicle Level Coverages	Deductible by Vehicle Number						Premium by Vehicle Number					
	1	2	3	4	5	6	1	2	3	4	5	6
Collision	\$500	\$500					242.00	117.00				
Comprehensive	Deductible	Deductible					227.00	151.00				
Additional Coverages	Limit or Coverage Purchased						Premium by Vehicle Number					
Rental Reimbursement	\$40 per day / \$1,200 max	\$40 per day / \$1,200 max					29.00	26.00				
Roadside Assistance							9.00	16.00				
Custom Parts and Equipment												
Loan/Lease Coverage							6.00	4.00				
Additional Fees	TX Theft Prevention Assessment						4.00	4.00				
Additional Coverages	Individual or Family						Premium					
Legal Assistance												

Total Premium per Vehicle
Addtl. Coverage Premium
Total Premium

960.00	764.00				
1,724.00					



Underwritten by Redpoint County Mutual Insurance Company

Prior Coverage

Prior Carrier Geico	Prior BI Limits 100/300 or greater	Prior Premium \$0/mo	# Yrs with Carrier 2 Years	Any Lapse? Yes, lapse of 1 to 30 days
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Resident & Driver Information — List ALL household members (licensed or not) and any regular operators

#	Name (as appears on driver's license)	Gender	Marital Status	Relation to Applicant	Age	Occupation	Education
1	Esai Cervantes	Male	Married	Applicant	26	Manager - Sales	PhD/MD/JD
2	Perla Rodriguez	Female	Married	Spouse	24	Manager - Sales	PhD/MD/JD
3							
4							
5							
6							
7							
8							

Accidents/Convictions — List all accidents regardless of fault within the past 5 years and motor vehicle convictions within the past 3 years. Your driving record will be verified with the state motor vehicle department and other insurers.

Driver #	Date	Description Of Accident Or Conviction
2	10/31/2018	At Fault

* Additional accidents/convictions displayed on addendum

Primary Additional Interest

Vehicle	Name	Type	Address
1			
2			
3			
4			
5			

Secondary Additional Interest

Vehicle	Name	Type	Address
1			
2			
3			
4			
5			

* Additional vehicles displayed on addendum



Underwritten by Redpoint County Mutual Insurance Company

Discounts

#	Type	#	Type
1	Channel/Affinity Discount	7	Multi-policy Discount
2	Electronic Signature Discount	8	Safety Features Discount
3	Home Owner Discount	9	Work From Home Discount
4	Multi Car Discount	10	
5	Online Discount	11	
6	Paperless Discount	12	

*Additional discounts displayed on addendum

Notice of Underwriting Period

This notice is to inform you that any policy purchased is subject to a 60 day underwriting period beginning on the effective date of your coverage. With notice, your premium may be recalculated from the effective date of the policy as a result of underwriting, or your coverage under the policy may be cancelled during the underwriting period if your risk does not meet our underwriting standards. If we decide to cancel the policy, we will send you a written Notice of Cancellation advising you of the reason(s) for the cancellation and the date on which your policy will be cancelled, which will reflect no less than the 10 day minimum cancellation time frame required by Texas Insurance Code 551.104.

Statement of Applicant

I declare that the facts stated in the above application for insurance are true and complete and are being offered to the company as an inducement to issue the policy for which I am applying.

I have been advised that under state law, any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

I understand that the coverage selection and limit choices indicated will apply to all future policy renewals, continuations, and changes unless I notify the Company otherwise. If the information contained on this application is correct, no further action is required. If the information contained in this application is incorrect or changes at any time during the policy period, I understand and agree it is my duty to inform the insurer to update my application for insurance with the correct information.

I understand that even if I receive some policy documents electronically, I may still receive important policy notices by mail as required by law and agree to notify the company promptly of any changes to my mailing address to ensure receipt of all important policy documents, statements, and notices.

Under this policy, the insured is a member of Redpoint County Mutual Insurance Company and is entitled, subject to the Company’s charter, constitution and bylaws to one vote either in person or by proxy in any meeting of the Company. The annual meetings are held in its office in Austin, Texas on the first Monday in March of each year at 10:00 am. I hereby appoint the President and/or Secretary of Redpoint County Mutual Insurance Company with full power to be my lawful proxy and attorney-in-fact to vote and otherwise act for me. This proxy shall continue in force for the full period of the membership and any renewal thereof, unless sooner revoked in writing. This proxy shall be irrevocable for the full period permitted by law.

Voice and/or electronic signatures are kept on file.



Underwritten by Redpoint County Mutual Insurance Company

Policy Number: 244-003-454-46

Esai Cervantes

9485 MISTY TRL

Little Elm, TX 75068

Credit Adverse Action Notice

We appreciate the opportunity to provide you with valuable insurance protection. In order to keep rates competitive, we consider several eligibility factors to calculate the lowest available rate for each customer. One factor considered is insurance scoring, based upon information contained in your consumer credit report.

In accordance with requirements of the federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681m(a), this Notice of Adverse Action informs you that you may not have received the best available rate because of the impact information from your consumer credit report had on your insurance score.

We use two separate credit models determine your rate based on your insurance score. *Custom* is defined as an Elephant Insurance developed credit model, while *CreditVision* is a TransUnion developed model based on credit behavior over time. The following is a list of up to four factors that primarily affected your insurance score:

TransUnion Custom

TransUnion CreditVision

You have the right to know the specific information that supports the reasons given for an adverse action decision and the source of that information. You also have the right to see and obtain copies of documents relating to this decision. You have the right to ask us to correct, amend, or delete any information about you in our files. If we refuse to do so, you have the right to give us a concise statement of what you believe is the correct information. We will put your statement in our file so that anyone reviewing your file will see it.

To request additional information concerning this adverse action decision, you must submit a written request within ninety (90) business days of the date this notice was mailed. Please send your request to: *Elephant Auto Insurance, PO Box 5005, Glen Allen, VA 23058-5005.*



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Consumer Report: This adverse action is being made wholly or in part because of information contained in a consumer report from the consumer reporting agency shown below. However, the agency did not make the decision to take an adverse action on your policy or application, and is unable to provide the specific reason why this action was taken.

You have a right under FCRA §1681j to obtain a free copy of your consumer credit report by sending a request to the consumer reporting agency listed below within sixty (60) days of your receipt of this notice.

Also, under FCRA §1681i, you have the right to dispute inaccurate or incomplete information contained in your consumer credit report by contacting the consumer reporting agency listed below. Once you have notified the agency of your dispute, within a reasonable period of time the agency must reinvestigate and record the current status of the disputed information. If information is found to be inaccurate or unverifiable, that information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement documenting the nature of the dispute with the agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

Please contact the consumer reporting agency for requests concerning your consumer credit report:

TransUnion LLC
PO Box 1000
Chester, PA 19022
Phone: 1-800-888-4213
<https://disputes.transunion.com>



Texas Department of Insurance

Property & Casualty Program - Personal Lines Division, Mail Code 104-1A
333 Guadalupe • P. O. Box 149104, Austin, Texas 78714-9104
512-322-2266 telephone • 512-490-1015 fax • www.tdi.state.tx.us

USE OF CREDIT INFORMATION DISCLOSURE

Insurer's Name	<u>Elephant Auto Insurance</u>
Address	<u>PO Box 5005</u> <u>Glen Allen, VA 23058-5005</u>
Telephone Number (toll free if available)	<u>1-877-218-7865</u>

We **will** **will not** (choose one) obtain and use credit information on you or any other member(s) of your household as a part of the insurance credit scoring process.

If you have questions regarding this disclosure, contact the insurer at the above address or phone number. For information or other questions, contact the Texas Department of Insurance at 1-800-252-3439 or P.O Box 149091, MC 104-1A, Austin, Texas 78714.

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

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

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

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

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

SUMMARY OF CONSUMER PROTECTIONS CONTAINED IN CHAPTER 559

PROHIBITED USE OF CREDIT INFORMATION. *An insurer may not:*

- (1) use a credit score that is computed using factors that constitute unfair discrimination;*

(2) deny, cancel, or nonrenew a policy of personal insurance solely on the basis of credit information without consideration of any other applicable underwriting factor independent of credit information; or
(3) take an action that results in an adverse effect against a consumer because the consumer does not have a credit card account without consideration of any other applicable factor independent of credit information.

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

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

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

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

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

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

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

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

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

DISPUTE RESOLUTION; ERROR CORRECTION. If it is determined through the dispute resolution process established under Section 611(a)(5), Fair Credit Reporting Act (15 U.S.C. Section 1681i), as

amended, that the credit information of a current insured was inaccurate or incomplete or could not be verified and the insurer receives notice of that determination from the consumer reporting agency or from the insured, the insurer shall re-underwrite and re-rate the insured not later than the 30th day after the date of receipt of the notice.

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



Texas Department of Insurance

Property & Casualty Program - Personal Lines Division, Mail Code 104-1A
333 Guadalupe • P. O. Box 149104, Austin, Texas 78714-9104
512-322-2266 telephone • 512-490-1015 fax • www.tdi.state.tx.us

DIVULGACIÓN DEL USO DE LA INFORMACIÓN DE CRÉDITO

Nombre o la aseguradora: Elephant Auto Insurance
Dirección: PO Box 5005 - Glen Allen, VA 23058-5005
Número o teléfono: (número de teléfono gratuito, si se cuenta con uno) 1-877-218-7865

Nosotros **Sí** **No** (marque uno) obtendremos y usaremos la información de crédito suya o de cualquier otro miembro(s) de su hogar como parte del proceso de evaluación de crédito para obtener un seguro.

Si tiene preguntas con respecto a esta divulgación de información, comuníquese con la aseguradora a la dirección o teléfono que se muestra en la parte de arriba. Para más información o si tiene otras preguntas, comuníquese con el Departamento de Seguros de Texas al 1-800-252-3439 o por correo postal en P.O. Box 149091, MC-104-1A, Austin, Texas 78714.

La Sección 559.053 del Código de Seguros de Texas requiere que una aseguradora o sus agentes informen a sus clientes si obtendrán o no información de crédito del solicitante o asegurado o de cualquier miembro(s) del hogar del solicitante o asegurado. También es requerido que informen si van a utilizar la información como parte del proceso de evaluación de crédito para obtener un seguro.

Si se obtuvo o utilizó información de crédito del asegurado o solicitante, o de cualquier miembro del hogar del solicitante o asegurado, la aseguradora deberá revelar al solicitante el nombre de cada una de las personas por las cuales obtuvo o utilizó los datos y la manera en que la información de crédito de cada una de las personas se utilizó para asegurar o clasificar la póliza. La aseguradora puede proporcionar esta información junto con esta divulgación de información o por medio de un aviso por separado.

Efecto adverso, significa una acción tomada por una aseguradora en relación a la suscripción de un seguro para un cliente que resulta en el rechazo de la cobertura, la cancelación o el rechazo a renovar la cobertura, o el ofrecimiento y la aceptación por parte del consumidor de un tipo de póliza, tarifa de la prima o del deducible aparte del tipo de póliza, precio de la prima o del deducible por los cuales el consumidor específicamente presentó su solicitud.

La información de crédito es cualquier información relacionada con el crédito, derivada en sí mismo de un reporte de crédito o proporcionada en una solicitud para obtener un seguro personal. El término no incluye información que no esté relacionada con el crédito, sin importar si la información está incluida en un reporte de crédito o en una solicitud para obtener una cobertura de seguro o si es utilizada para calcular una calificación de crédito.

La calificación de crédito o calificación de seguro es el número o índice que es derivado de una fórmula matemática, de una aplicación de computadora, un modelo, u otro proceso que se basa en la información de crédito, y es utilizado para predecir la exposición futura de un consumidor a la pérdida de seguros.

RESUMEN DE LAS PROTECCIONES PARA EL CONSUMIDOR CONTENIDAS EN EL CAPÍTULO 559

USO PROHIBIDO DE LA INFORMACIÓN DE CRÉDITO *La aseguradora no puede:*

- (1) *utilizar una calificación de crédito que se calcula utilizando factores que constituyen discriminación injusta.*

- (2) *negar, cancelar o negarse a renovar una póliza de seguro personal, únicamente en base a la información de crédito sin tener en consideración cualquier otro factor de suscripción que sea aplicable independiente de la información de crédito; o*
- (3) *ejercer una acción que resulte en un efecto adverso en contra del consumidor debido a que el consumidor no tiene una cuenta de tarjeta de crédito y sin tener en consideración cualquier otro factor, independiente de la información de crédito.*

La aseguradora no puede considerar la ausencia de información de crédito o la inhabilidad para determinar la información de crédito de un solicitante de seguro o asegurado como un factor en el proceso de suscripción o clasificación de una póliza de seguro, a menos que la aseguradora :

- (1) *tenga información estadística, actuarial o razonable sobre la suscripción de seguros que: (A) esté razonablemente relacionada a una experiencia de pérdida actual o anticipada; y (B) muestre que la falta de información de crédito podría resultar en diferencias en las pérdidas actuales o anticipada;.*
- (2) *trate al consumidor como si la persona que solicita la cobertura de seguro o la persona asegurada tuviera una información neutral de crédito, según la definición de la aseguradora , o*
- (3) *excluya el uso de información de crédito como un factor en el proceso de suscripción y utilice solamente otro criterio para la suscripción.*

FACTORES NEGATIVOS. *La aseguradora no puede usar cualquiera de lo siguiente como factor negativo en cualquier metodología para la calificación de crédito o para la revisión de la información de crédito para suscribir o calificar una póliza de seguro personal:*

- (1) *una consulta de crédito que no es iniciada por el consumidor;*
- (2) *una consulta respecto a la cobertura de seguro, si así está identificada en el reporte de crédito del consumidor; o*
- (3) *una cuenta de cobro con un código de la industria médica, si así está identificada en el reporte de crédito del consumidor.*

Las consultas múltiples hechas por prestamistas dentro de 30 días a partir de una consulta previa, si son codificadas por la agencia de protección al consumidor (consumer reporting company, por su nombre en inglés) en el reporte de crédito del consumidor como si fuera de la industria de financiamiento de una casa o un auto, serán consideradas por una aseguradora como una sola consulta.

EFFECTOS DE PERCANCES EXTRAORDINARIOS. *La aseguradora deberá, una vez que haya recibido una solicitud previa por escrito por parte del solicitante de seguro o asegurado, proporcionar las excepciones razonables de los precios del asegurado, así como también la clasificación de la evaluación, reglamentos de aseguramiento para el consumidor, cuya información de crédito ha sido influenciada directamente por una enfermedad catastrófica, por una lesión, por la muerte de un cónyuge, hijo, o padre, por la pérdida temporal de empleo, por un divorcio, o por el robo de identidad. En tal caso, la aseguradora puede considerar solamente la información de crédito que no ha sido afectada por el percance o deberá asignar una calificación de crédito neutral.*

Antes de poder otorgar una excepción, una aseguradora puede requerir documentación por escrito, que sea razonable e independientemente verificable sobre el percance y el efecto que éste percance tuvo en el crédito de la persona. No es requerido que la aseguradora considere los percances que sucedieron en repetidas ocasiones o percances que la aseguradora reconsideró previamente como un percance extraordinario. Una aseguradora también puede considerar otorgar una excepción al solicitante para obtener una cobertura de seguro o a un asegurado para un percance extraordinario no mencionado en esta sección. La aseguradora no estaría infraccionando ninguna ley o reglamento de evaluación, clasificación o precios, si ésta otorga una excepción bajo este artículo.

AVISO DE UNA ACCIÓN QUE RESULTA EN UN EFECTO ADVERSO. *Si una aseguradora ejerce una acción que resulta en un efecto adverso para el solicitante de seguro o asegurado basándose totalmente o en parte en la información que contiene un reporte de crédito, la aseguradora debe proporcionar al solicitante o asegurado, dentro de 30 días, cierta información sobre cómo puede el solicitante o asegurado verificar y disputar la información que contiene el reporte de crédito.*

RESOLUCIÓN DE DISPUTAS; CORRECCIÓN DE ERRORES. *Si se determina por medio del proceso de resolución de disputas, establecido bajo la Sección 611(a)(5), de la Ley Federal de Informe Justo de Crédito (Fair Credit Reporting Act, por su nombre en inglés) , (15 U.S.C., Sección 1681i), a como ha sido enmendada, que la*

información de crédito de una persona que actualmente está asegurada no era correcta o estaba incompleta o si no pudo ser verificada, y la aseguradora recibe aviso de esta determinación por parte de la agencia de protección al consumidor (consumer reporting agency) o por parte del asegurado, la aseguradora deberá reevaluar y reclasificar al asegurado a no más tardar del treintavo día, a partir de la fecha en que se recibe el aviso.

Después de reevaluar o reclasificar al asegurado la aseguradora hará cualquier ajuste necesario dentro de 30 días, lo cual es consistente con las guías de evaluación y clasificación de la aseguradora. Si una aseguradora determina que el asegurado ha pagado demasiado por su prima, la aseguradora debe acreditarle la cantidad que pagó de más. La aseguradora calculará el sobrepago retroactivamente al período más corto de los previos 12 meses de cobertura; o al período actual de la póliza.



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Payment Schedule FAQs

TEXAS

- i. Fee Schedule FAQs**
- ii. Recurring Payments FAQs**



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Elephant Auto Insurance
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i. Fee Schedule FAQs

If I make partial payments before my due date, will I be charged multiple installment fees?

NO! Installment fees are charged on a per installment basis. So, if you have five (5) installments to pay over the course of your six (6) month policy, you will be assessed five (5) installment fees.

The actual amount of the fee will vary based upon your pay plan. See the

Fee Schedule Chart below.

When is my installment fee applied to my account?

Installment fees are applied on a monthly basis, either when your account is billed, or when you make your monthly payment.

What is an “NSF” Fee? When could it be applied to my account?

An NSF fee is an “Insufficient Funds” fee. This fee is only applied if the payment method you have on file is declined by your bank or credit card company for insufficient funds. When this happens, a fee of \$30.00 is immediately applied to the account.

When can a late fee be applied to my account?

Late Fees are only applied if a customer misses their payment due date and a payment is not received by the close of business the day after the due date. So, if you make your payment the day after your due date, there will be no late fee. If payment is not received by that time, a late fee will be applied to your account.

What is a reinstatement fee?

This is a \$10.00 fee that is applied to your account for reinstatements related to non-pay cancellations. For example, if you miss your payment due date, and cannot pay before the cancellation date on your non-pay cancellation notice, a \$10.00 fee will be applied to your account if and only if you decide to reinstate your policy. Elephant will never charge you a reinstatement fee if your policy has been cancelled in error.

What is an SR-22 fee?

This is a fee for the filing of an SR-22 Form on your behalf. An SR-22 is a form which shows proof of insurance and is required by the by the Texas Department of Public Safety in situations such as the following: unsatisfied judgments, driver license suspension as a result of a major conviction, and having an uninsured accident.

Fee Category	Fee Name	Amount	When Incurred Or Applied	Other Important Information About The Fee
Billing Fee	Installment Fee Card	\$7	Incurred on a per installment basis for select pay plans	Installment fees do not apply if you have elected to pay your policy in full.
	Installment Fee Non-Recurring payment method	\$10	Incurred on a per installment basis for select pay plans	Installment fees do not apply if you have elected to pay your policy in full.
	Installment Fee EFT	\$3	Incurred on a per installment basis for select pay plans	Installment fees do not apply if you have elected to pay your policy in full.
	Late	\$10	Applied 2 days after payment has not been satisfied	
	Late Fee Non-Recurring payment method	\$20		
	Reinstatement	\$10	Applied in the event of a reinstatement	This fee applies only to customer-requested reinstatements
	NSF	\$30	Applied immediately after an attempted payment fails to process	
	Recurring to Non-Recurring Pay Plan Change	\$25	Applied during policy amendment for payment method change	
	Referral to Debt Collection Agency	\$20	Incurred when debt is forwarded to Collections	
Policy Fee	SR-22	\$75	Applied when submission of SR-22 Form is requested by policyholder	If you feel that you may be liable to pay this fee, please contact DMV for verification.
	Motor Vehicle Crime Prevention Authority (MVCPA)	\$4 per vehicle	Applied to all vehicles upon policy issuance	
	Policy Fee	\$30	Incurred on a per term basis for all play plans	



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ii. Recurring Payments FAQs

What are recurring payments?

When you sign up for a recurring automatic payment plan, you are allowing Elephant to process your payment every month, according to your payment plan. All you have to do is provide Elephant with a credit or debit card with which to make your payment.

What steps does Elephant take to make sure my information is secure?

Elephant takes your security very seriously. To prevent cases of fraud and identity theft, Elephant encrypts all payment information that we receive. Only a select group within our Billing Department is allowed to access this information. In addition, every payment request sent to our bank is encrypted for your security.

Will I receive a bill?

There's no worrying about bills with automatic payment plans! You just give us your preferred method of payment when you buy your policy, and we take care of the rest!

If you provide Elephant with a valid, active e-mail address, we can send you a friendly payment reminder notifying you of your due date each month.

Of course, you can always call in at 1-877-21-TRUNK to get your current account balance.

When are payments taken?

Payments are processed via electronic transaction every month on or shortly after your due date. However, some banks may place temporary holds on deposits you make to your account, so make sure that your account has enough funds to cover your payment by the close of business two (2) days prior to your due date.

If your due date falls on a weekend or holiday, Elephant will still attempt to receive your payment on your due date.

What information is needed to keep my card up to date?

For your security and to prevent fraud, Elephant verifies the expiration date and billing address on every credit card or debit card on file. If any of this information changes, you will need to call one of our agents at 1-877-21-TRUNK to provide Elephant with the new address and/or expiration date. Otherwise, your bank may not allow us to withdraw your payment, and you may be assessed insufficient funds and late charge fees.

However, we do ask that you make this change at least three (3) days prior to your next due date. If you call within three days, one of our agents will be happy to enter your information into our system, but will ask that they charge your card at that time for your amount coming due. After that, you're all set!

I am not currently signed up for recurring payments. What can I do to sign up?

If you would like to sign up for recurring payments after you have bought your policy with us, you can call our office at 1-877-21-TRUNK. One of our agents will be happy to update our system to reflect this.

However, we do ask that you make this change at least three (3) days prior to your next due date. If you call within three days, one of our agents will be happy to enter your information into our system but will ask that they charge your card at that time for your amount coming due. After that, you're all set!



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What if my payment is attempted and it fails?

Elephant will attempt to draft your payment on the due date. If the draft is unsuccessful, a second draft will be attempted on the same day.

After two unsuccessful attempts, Elephant will charge the NSF Fee (Non-Sufficient Funds Fee) detailed in the chart on Page 2 to cover any fees incurred by the declined payments. A late fee may also be charged if payment is not received by the close of business the day after your due date.

Elephant will then attempt to draft your payment every Friday after the due date, as well as the 1st and 15th of the month until the payment due is collected.

What if I know that I will not have enough money in my account?

Customers may contact Elephant at 1-877-21-TRUNK and request that their payment not be attempted.

However, to cover bank costs, Elephant may be required to charge certain administrative fees, including an NSF fee (Non-Sufficient Funds) as well as a possible late fee. To ensure that every request can be entered correctly into our billing system, we ask that customers call in at least 3 days before their due date. Any request made less than three days prior to your due date will be entered into our queue, but we cannot guarantee that your balance due will not be attempted.

Once your due date has passed, you will receive a notice in the mail explaining the full past-due balance and will need to call payment into our office or mail in a check to keep your policy active.

What if my policy is cancelled?

If your policy is cancelled, your policy may still have a past-due balance. This could include insurance premium for coverage provided up to the cancellation date (not the missed payment due date), as well as various administrative fees.

If a past due balance remains on your account after cancellation, Elephant may elect to charge your method of automatic payments at a later date.

If Elephant does not collect payment within one month after the cancellation date, Elephant may engage a collections agency and/or report the past-due balance to a credit bureau. Customers whose account is referred to a collection agency will be assessed a \$20.00 fee.



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Elephant Insurance Privacy Notice

We are committed to protecting your privacy by maintaining and using your personal information responsibly. This Privacy Notice describes how we protect, collect, use, and disclose your personal information. This Privacy Notice also describes choices you can make regarding your personal information.

What information do you collect about me?

We collect personal information about you from a variety of sources to quote and service your insurance policy. This information is called Nonpublic Personal Information (“Personal Information”) if it identifies you and is not available through a public information source. We have provided some examples of the types of personal information we collect, but not all of these examples may apply to you:

- **Application Information:** This is information you provide during your application process. It includes your name, street address, phone number, e-mail address, driver’s license number, Social Security number, date of birth, gender, marital status, vehicle information, and information about other drivers.
- **Consumer Report Information:** This is information we obtain from third party consumer reporting agencies. It includes your driving record, claims history with other insurers, and credit report information. The information that we share with consumer reporting agencies may be maintained by those agencies and disclosed to others as permitted by law.
- **Transaction Information:** This is information about your transactions with us. It includes your insurance policy information and claims history. It also includes financial information such as billing and payment information.
- **Website Information:** This information is unique to Internet transactions. It includes the website that linked you to ours, your computer operating system, and the pages you viewed on our site. Some websites, including ours, may also store “cookies” on your computer. Cookies collect technical data such as your Internet Protocol (IP) address, operating system, and session ID. They may also save certain information entered by you.

It is important to promptly inform us of any change to your application information. This helps us to meet your changing insurance needs and protect your privacy. It is especially important to notify us about changes to your contact information, as we may need to speak to you or send you information about your insurance policy. To provide updates, please contact one of our customer care specialists at 1-877-218-7865.

How will you use and share this information about me?

We disclose your personal information only as permitted by law. For example, we may disclose your personal information to service your insurance policy, process insurance claims, offer you products or services, prevent fraud, or comply with legal requirements. For such reasons, we may share your personal information with:

- Claims adjusters, appraisers, auto repair shops, rental companies, and medical care providers
- Other companies that perform business functions on our behalf
- Insurance agents and brokers
- Lienholders and finance companies
- Consumer reporting agencies
- Insurance support organizations
- State insurance departments, police, or other governmental authorities
- Persons as ordered by an authorized subpoena, warrant, or other court order
- Our family of companies

Where permitted by law, we may also disclose Personal Information to service providers that help us market our products. These service providers may include companies with which we have joint marketing agreements.



Underwritten by Elephant Insurance Company

How can I opt out?

We may disclose personal information to other companies so they may offer products and services to you. If you choose to opt out of disclosures made to other companies for their own independent marketing purposes, you may notify us of your decision by submitting your name and address in either of the following methods:

- Send an email to CustomerService@elephant.com. In the subject line, please include the phrase, "Do not share my information".
- Send a written request not to share your information to the following address: Elephant Insurance, Attn: Do Not Share My Information, P.O. Box 5005, Glen Allen, VA 23058-5005

An opt out notice is effective until it is revoked by the customer. If you stop being our customer, we will continue to protect your privacy and acknowledge any opt out notices you provided regarding those inactive policies.

How do you protect my information?

We restrict access to your personal information to our employees and others who we determine must use it to provide our products and services or otherwise have a business need to know the information. We require those individuals with access to your personal information to protect it and keep it confidential. Their use of the information is limited by law, our employee Code of Ethics, and written agreements when appropriate. We also maintain physical, electronic, and procedural safeguards that comply with applicable legal requirements to protect your information.

How can I review and correct information you have about me?

You may review the personal information that we have collected about you. To review the personal information that we have collected about you, send a written request to:

Elephant Insurance
Attn: Privacy Notice
PO Box 5005
Glen Allen, VA 23058-5005

You must describe the kind of information you want to review and state that your request is in response to this Privacy Notice. Please include your full name, address, and policy number (if applicable), and either your date of birth or driver's license number. Within thirty business days, we will describe what is available and how you may request corrections.

We will also identify the companies that have provided consumer report information about you. However, we cannot correct consumer report information, such as your credit report. To correct consumer report information, you must contact the consumer reporting agency that provided it.

If you wish to correct information about you, send a written request to the address provided above and explain your desired correction. We will notify you in writing if we make those corrections or tell you why we will not. If required by law, we will also notify others who may have given or received that information. If we don't make the requested correction, you may send a written statement to us about why you object, including the information you believe to be incorrect. We will send your statement to the same persons we would send a copy of any correction or change.

Is there additional information for Website visitors?

By visiting our website, you accept the practices described in this Privacy Notice. When you visit our website, we may use the information we collect to provide services to you. We may also use website information to help understand what you may want in order to enhance your online experience. For example, if you start an insurance quote on our website, but decide to finish it later, we will save your information so you may resume the process from the point where you left off.



Underwritten by Elephant Insurance Company

We also use website information to analyze the use of our website. Information that does not identify you may be used for marketing purposes. We advertise on other companies' websites. These sites may use technology (such as cookies) to transmit non-personally identifiable information about you to us or our service providers. We may use this information to analyze our marketing efforts.

We may use advertising companies to display our ads on other websites. These companies may use non-personally identifiable information about your visits to websites. In addition, we may share website usage information with these companies to manage advertisements, or for market research purposes.

You can choose to have your browser warn you each time a cookie is delivered to it, or you can choose to reject all cookies delivered through your browser. However, if you choose to reject cookies, features that make your web experience run more smoothly may not be available.

We may employ third party predictive analytic services/software which may monitor/analyze your actions interacting with our site.

Is there additional information for App users?

If you have granted us permission to do so when you downloaded or used an App, we will gather certain telematics data, such as accelerometer, Global Positioning System, and gyroscope data, from your mobile device and continue to monitor your device activity until you otherwise change your mobile permissions. The App may gather information through Internet activity, which may include, for example, your operating system, mobile device identification and/or advertising identification number, your phone carrier, and interactions with other features within the device while the App is installed. If the App incorporates Google Maps/Google Earth, you are also bound by the Google Maps/Google Earth Additional Terms of Service and Google Privacy Policy.

Is there additional information about email communications?

When you get a quote or purchase a policy, we collect your e-mail address so we may send promotional and transactional emails to you. If you no longer wish to receive promotional emails, you may opt-out by following the unsubscribe link at the bottom of each communication or by contacting CustomerService@elephant.com.

Is there additional information about telephone solicitations?

If you provide express written consent to receive marketing calls and texts, you authorize us and our representatives to contact you at the phone number you provide via call or text regarding the sale of insurance products and services using an auto-dialer and/or an artificial or pre-recorded voice, even if your number is on a do-not-call list. You are not required to provide your telephone number to receive a quote.

Links to other websites

To enhance your online experience, our website may include links to other sites outside our family of companies. Those websites will have their own privacy policies that you may wish to review. We have no responsibility for these linked websites.

Modifications to the Privacy Notice

We may modify this Privacy Notice at any time. If a material change is made to this Privacy Notice, a revised version of the Privacy Notice will be made available to you. The most recent version of this Privacy Notice is always posted at Elephant.com.

Our family of companies

This Privacy Notice applies to Elephant Insurance Company, Elephant Insurance Services, Grove General Agency, and Platinum General Agency.

CONSUMER BILL OF RIGHTS

Personal Automobile Insurance

What is the Bill of Rights?

It is a basic outline of important rights you have under Texas law. Insurance companies must give you this Bill of Rights with your policy. It is important to read and understand your policy.

The Bill of Rights is not:

- A complete list of all your rights,
- Part of your policy, or
- A list of everything that you are responsible for.

Questions about these rights?

- If you are not sure about anything in your policy, ask your agent or insurance company.
- If you have questions or a complaint, contact the Texas Department of Insurance (TDI):

Call with a question: 1-800-252-3439

Email with a question: ConsumerProtection@tdi.texas.gov

File a complaint through the website:

www.tdi.texas.gov/consumer/get-help-with-an-insurance-complaint.html

File a complaint by mail: Consumer Protection MC 111-1A
P.O. Box 12030
Austin, TX 78711-2030

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

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

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Where to Get Information

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

What You Should Know When You File a Claim

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

Note: TDI can extend these deadlines by 15 more days if there is a weather-related catastrophe.

If your company fails to meet these deadlines, you may be able to collect the claim amount, interest, and attorney's fees.

8. **Written explanation of claim denial.** Your insurance company must tell you in writing why your claim or part of your claim was denied.
9. **Information not required for processing your claim.** Your insurance company can only ask for information reasonably needed for their claim investigation. However, they cannot ask for your federal income tax returns unless: (a) they get a court order or (b) your claim involves a fire loss, loss of profits, or lost income.
10. **Reasonable investigation.** Your insurance company cannot refuse to pay your claim without a reasonable investigation of the claim. You should keep records of all claim communications (including notes from phone calls) and other claim documentation (including damage estimates and receipts).
11. **Deductible recovery.** If another person may be liable for the damage to your auto and you (a) filed a claim, and (b) paid or owe a deductible on your own policy, then your insurance company must:
 - Take action to recover your deductible no later than 1 year from when your claim is paid; or
 - Refund your deductible; or
 - Notify you that they will not take action and allow you to try to collect your money (a) within 1 year from that date your claim is paid, or (b) at least 90 days before the statute of limitations expires (whichever date comes first).
12. **Notice of liability claim settlement.** Liability means you are responsible for other people's injuries or damage to their property. Your insurance company must let you know in writing:
 - About the first offer to settle a claim against you within **10 days** after the offer is made.
 - About any claim settled against you within **30 days** after the date of the settlement.

Who to Contact for Claim Disagreements

13. **Claim disagreements.** You can dispute the amount of your claim payment or what is covered under your policy. You can:
 - Contact your insurance company.
 - Contact the repair person or shop.
 - Contact an attorney to advise you of your rights under the law. The State Bar of Texas can help you find an attorney.
 - Pay a qualified appraiser to examine the damage to your property.
 - File a complaint with TDI.

What You Should Know about Renewal, Cancellation, and Nonrenewal

Renewal means that your insurance company is extending your policy for another term.

Cancellation means that, **before the end of the policy period**, the insurance company:

- Terminates the policy;

- Gives you less coverage or limits your coverage; or
- Refuses to give additional coverage that you are entitled to under the policy.

“**Refusal to renew**” and “**nonrenewal**” are terms that mean your coverage ends **at the end of the policy period**. The policy period is shown on the declarations page of your policy.

- 14. Offer of uninsured/underinsured motorist and personal injury protection coverages.** Insurance companies must offer you Uninsured/Underinsured Motorist (UM/UIM) and Personal Injury Protection (PIP) coverage on a new policy. If you decline them, it must be in writing. The company is not required to reoffer these coverages upon renewal, but you may request them at any time.
- 15. Insurance company cancellation of personal automobile policies.** If your policy has been in effect for **60 days or more**, your company can only cancel your policy if:
- You don’t pay your premium when it is due;
 - You file a fraudulent claim;
 - TDI decides that keeping the policy violates the law;
 - Your driver’s license or vehicle registration is suspended or revoked (unless you agree to exclude coverage for yourself as a driver under the policy); or
 - Any driver who lives with you, or who usually drives a vehicle covered by the policy, has their driver’s license or vehicle registration suspended or revoked (unless you agree to exclude coverage for that person as a driver under the policy).
- 16. Notice of cancellation.** If your insurance company cancels your policy, they must let you know by mail at least **10 days** before the effective date of the cancellation. Check your policy because your company may give you more than 10 days’ notice.
- 17. Your right to cancel.** You can cancel your policy at any time and get a refund of the unused premium.
- 18. Refund of premium.** If you or your insurance company cancel your policy, the company must refund any unused premium within 15 business days from:
- the date the company receives notice of the cancellation or
 - the date of cancellation, whichever is later.
- You must let your company know you want the refund sent to you. If not, they may refund the remaining premium by giving you a premium credit on the same policy.
- 19. Limits on using claims history to change premium.** Your insurance company can’t change your premium solely because of a claim you file that is not paid or payable under your policy.
- 20. Timing of nonrenewal.** Your insurance company must renew your policy until it has been in effect for 1 year. If your policy is renewed, your company must continue to renew your policy until the yearly anniversary of the original effective date.
- For example, if your six-month policy was originally effective on January 1, 2050, your company must renew your policy until January 1, 2051. After that, your company may only refuse to renew your policy on the original effective date (in this example, January 1) of any future year.
- 21. Notice of nonrenewal.** Your insurance company must send you a notice that they are not renewing your policy. They must let you know at least **30 days** before your policy expires, or you can require them to

renew your policy.

- 22. Not-at-fault claims.** Your insurance company cannot refuse to renew your policy solely because of any one of the following:
- Claims involving damage from a weather-related incident that do not involve a collision, like damage from hail, wind, or flood.
 - Accidents or claims involving damage by contact with animals.
 - Accidents or claims involving damage caused by flying gravel, missiles, or other flying objects. However, if you have 3 of these claims in a three-year period, the company may increase your deductible on your next annual renewal date.
 - Towing and labor claims. However, once you have made 4 of these claims in a three-year period, the company may remove this coverage from your policy on your next annual renewal date.
 - Any other accident or claim that cannot reasonably be considered your fault, unless you have 2 of these claims or accidents in a one-year period.
- 23. Limit on using credit information to nonrenew your policy.** An insurance company cannot refuse to renew your policy solely because of your credit.
- 24. Limit on using age to nonrenew your policy.** An insurance company cannot refuse to renew your policy based solely on the age of any person covered by the policy. Your company also cannot require you to exclude a family member from coverage solely because they reached driving age.
- 25. Protections from discrimination.** An insurance company cannot refuse to insure you; limit the coverage you buy; refuse to renew your policy; or charge you a different rate based on your race, color, creed, country of origin, or religion.
- 26. Right to ask questions.** You can ask your insurance company a question about your policy. They cannot use your questions to deny, nonrenew, or cancel your coverage. Your questions also cannot be used to determine your premium.
- For example, you may ask:
- General questions about your policy;
 - Questions about the company’s claims filing process; and
 - Questions about whether the policy will cover a loss, unless the question is about damage: (a) that occurred and (b) that results in an investigation or claim.
- 27. Notice of a “material change” to your policy.** If your insurance company does not want to cancel or nonrenew your policy, but wants to make certain material changes, then they must explain the changes in writing at least **30 days** before the annual renewal date. Material changes include:
- Giving you less coverage;
 - Changing a condition of coverage; or
 - Changing what you are required to do.

Instead of a notice of “material change” a company may choose to not renew your existing policy. If so, the company has to send a nonrenewal letter, but may still offer you a different policy.

Note: A company cannot reduce coverage during the policy period unless you ask for the change. If you ask for the change, the company does not have to send you a notice.

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

DECLARACIÓN DE DERECHOS DEL CONSUMIDOR

Seguro de Automóvil Personal

¿Qué es la Declaración de Derechos?

Es un resumen básico de los derechos importantes que tiene bajo la ley de Texas. Las compañías de seguros tienen que darle una copia de esta Declaración de Derechos junto con su póliza. Es importante leer y entender su póliza.

La Declaración de Derechos no es:

- Una lista completa de todos sus derechos,
- Parte de su póliza, o
- Una lista de todas sus obligaciones.

¿Tiene preguntas sobre estos derechos?

- Si tiene una duda sobre algún aspecto de su póliza, consulte a su agente o a la compañía de seguros.
- Si tiene preguntas o alguna queja, comuníquese con el Departamento de Seguros de Texas (Texas Department of Insurance (TDI), por su nombre y siglas en inglés):

Para preguntas pro telefono, llame al: 1-800-252-3439

Para preguntas por correo electrónico: ConsumerProtection@tdi.texas.gov

Para presentar una queja a través del sitio web:

www.tdi.texas.gov/consumer/get-help-with-an-insurance-complaint.html

Para presentar una queja por correo: Consumer Protection MC 111-1A
P.O. Box 12030
Austin, TX 78711-2030

- Para obtener más información sobre seguros, visite www.opic.texas.gov/eses/pagina-principales/pagina-principal.html o llame a la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel (OPIC), por su nombre y siglas en inglés) al 1-877-611-6742.

AVISO: Si recibe algún documento en inglés, llame a su agente o compañía de seguros y pregunte si lo tienen disponible en español.

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Dónde obtener información:

1. **La compañía de seguros.** Cuando reciba una copia de su póliza, también recibirá un "Aviso Importante" de la compañía. El aviso explica cómo ponerse en contacto con la compañía y cómo presentar una queja. Puede solicitar una copia completa de su póliza a la compañía en cualquier momento.
2. **La página de declaraciones.** La página de declaraciones, también llamada "página de dec," muestra: (a) el nombre y la dirección de la compañía de seguros, (b) las fechas efectivas de su póliza, (c) los vehículos y conductores asegurados, (d) cualquier conductor que esté excluido, (e) las cantidades y tipos de cobertura, y (f) sus deducibles.
3. **El Departamento de Seguros de Texas (TDI).** Tiene derecho a llamar gratis a TDI al 1-800-252-3439 para obtener información y ayuda sobre una queja contra una aseguradora. También puede encontrar información en el sitio web de TDI en www.tdi.texas.gov.
4. **Recursos para ayudarlo a comprar seguro.** La Oficina del Asesor Público de Seguros (OPIC) y TDI establecieron el sitio web www.HelpInsure.com para ayudarlo a comparar tarifas y coberturas de diferentes compañías de seguros. OPIC también tiene una herramienta en línea para ayudarlo a comparar las pólizas. Puede encontrar esta herramienta de comparación de pólizas en www.opic.texas.gov.

Lo que debería saber al presentar una reclamación

5. **Selección del taller de reparación y las piezas de repuesto.** Tiene derecho a elegir el taller de reparación y las piezas para su vehículo. La compañía de seguros no puede especificar la marca, el estilo, el tipo, la edad, el surtidor, el proveedor o la condición de las piezas o productos utilizados para reparar su auto, pero la aseguradora no está obligada a pagar más del costo razonable.
6. **Avisos requeridos sobre la reparación de autos.** La compañía de seguros tiene que entregarle un documento acerca de sus derechos respecto a la reparación de autos, como se indica a continuación:
 - **Reclamaciones presentadas por teléfono:** Aviso por escrito dentro de los 3 días hábiles o aviso verbal durante la llamada, seguido de un aviso por escrito dentro de los 15 días hábiles;
 - **Reclamaciones presentadas en persona:** Aviso por escrito en el momento en que presente su vehículo a la compañía aseguradora, al ajustador de seguros o a cualquier otra persona acerca de una reclamación sobre reparaciones; o
 - **Reclamaciones presentadas por escrito (incluyendo correo electrónico y fax):** Aviso por escrito dentro de los 3 días hábiles a partir de la fecha en que la compañía de seguros recibe la notificación de la reclamación.
7. **Plazos para tramitar reclamaciones y pagos.** Cuando presente una reclamación bajo su propia póliza, la compañía de seguros tendrá que cumplir con los siguientes plazos:
 - **Dentro de los 15 días después de la presentación de una reclamación:** La compañía tendrá que informarle que recibió su reclamación. La compañía también tendrá que comenzar su investigación y pedirle cualquier otra información que necesita.
 - **Dentro de los 15 días hábiles después de recibir toda la información necesaria:** La compañía tendrá que aprobar o rechazar su reclamación por escrito. Pueden extender este plazo hasta 45 días a partir de la fecha en que: (a) le informan que necesitan más tiempo y (b) le indican la razón.
 - **Dentro de 5 días hábiles después de que le informen que su reclamación ha sido aprobada:** La compañía tendrá que pagar la reclamación.

Nota: TDI puede extender estos plazos por 15 días más si ocurre una catástrofe relacionada con el clima.

Si la compañía no cumple con estos plazos, podría recibir la cantidad especificado en la reclamación, así como los intereses y los honorarios de los abogados.

- 8. Explicación por escrito de la denegación de la reclamación.** La compañía de seguros tendrá que informarle por escrito por qué se rechazó su reclamación o alguna parte de su reclamación.
- 9. Información no requerida para procesar su reclamación.** La compañía de seguros puede solicitar únicamente información que sea razonablemente necesaria para hacer la investigación de su reclamación. Sin embargo, no pueden solicitar sus declaraciones de impuestos federales, a menos que: (a) obtengan una orden judicial o (b) su reclamación implique una pérdida por incendio, pérdida de ganancias o pérdida de ingresos.
- 10. Investigación razonable.** La compañía de seguros no puede negarse a pagar su reclamación sin hacer una investigación razonable de la reclamación. Debe mantener registros de todas las comunicaciones de reclamos (incluidas las notas de llamadas telefónicas) y otra documentación de reclamos (incluidos los estimados de daños y recibos).
- 11. Recuperación del deducible.** Si otra persona pudiera tener responsabilidad legal por el daño a su auto y usted (a) presentó una reclamación y (b) pagó o está obligado a pagar un deducible bajo su propia póliza, entonces su compañía de seguros tendrá que:
 - Tomar medidas para recuperar su deducible a más tardar 1 año después de que se paga su reclamación; o
 - Reembolsar su deducible; o
 - Informarle que no se tomarán más medidas y que le permitirán que usted trate de cobrar su dinero (a) dentro de 1 año a partir de la fecha en que se paga su reclamación, o (b) al menos 90 días antes de que se venza el plazo para tomar acción legal (lo que suceda primero).
- 12. Aviso de que se llegó a un acuerdo sobre la reclamación de responsabilidad.** Responsabilidad significa que usted es responsable de las lesiones o daños a la propiedad de otras personas. La compañía de seguros tiene que informarle por escrito:
 - Acerca de la primera oferta para resolver una reclamación contra usted dentro de los **10 días** después de la fecha en que se hizo la oferta.
 - Acerca de cualquier reclamación decidida en su contra dentro de los **30 días** después de la fecha del acuerdo.

Con quién hablar si hay desacuerdos sobre las reclamaciones

- 13. Desacuerdos sobre reclamaciones.** Puede disputar la cantidad que le pagan en su reclamación o lo que está cubierto en su póliza. Usted puede:
 - Comunicarse con la compañía de seguros.
 - Comunicarse con el técnico de reparaciones o con el taller.
 - Comunicarse con un abogado para que le aconseje sobre sus derechos bajo la ley. El Colegio de Abogados del Estado de Texas (The State Bar of Texas, por su nombre en inglés) puede ayudarlo a buscar un abogado.
 - Contratar a un tasador calificado para que examine los daños a su propiedad.

- Presentar una queja al Departamento de Seguros de Texas (TDI).

Lo que debería saber sobre la renovación, la cancelación y la no renovación

La **renovación** significa que la compañía de seguros extiende su póliza por un período adicional.

La **cancelación** significa que, **antes de llegar al final del período de la póliza**, la compañía de seguros:

- Termina la póliza;
- Le ofrece menos cobertura o limita su cobertura; o
- Se niega a darle cobertura adicional a la cual tiene derecho bajo su póliza.

"Negar la renovación" y "no renovación" son términos que significan que su cobertura termina **al final del período de la póliza**. El período de la póliza aparece en la página de declaraciones de su póliza.

14. Oferta de cobertura de protección contra conductores sin seguro/con insuficiente seguro y de protección para reclamaciones de lesiones personales. En una nueva póliza, las compañías de seguros tienen que ofrecerle cobertura de Protección contra Conductores sin Seguro o con Insuficiente Seguro (Uninsured Motorists Coverage (UM/UIM), por su nombre y siglas en inglés) y Protección para Lesiones Personales (Personal Injury Protection (PIP), por su nombre y siglas en inglés). Si rechaza esta cobertura, lo tiene que hacer por escrito. La compañía no está obligada a volver a ofrecerle estas coberturas al momento de la renovación, pero usted puede solicitarlas en cualquier momento.

15. Cancelación por parte de la compañía de seguros de su póliza de auto personal. Si su póliza ha estado vigente por **60 días o más**, la compañía solo puede cancelar su póliza si:

- No paga su prima en la fecha indicada;
- Presenta una reclamación fraudulenta;
- TDI decide que mantener la póliza viola la ley.
- Se le suspende o revoca su licencia de conducir o el registro de su vehículo (a menos que acepte excluirse a sí mismo de la cobertura como conductor bajo la póliza); o
- Se le suspende o revoca la licencia de conducir o el registro de vehículo a cualquier conductor que viva con usted, o que generalmente maneje un vehículo cubierto bajo la póliza (a menos que acepte excluir a esa persona de la cobertura como conductor bajo la póliza).

16. Aviso de cancelación. Si la compañía de seguros cancela su póliza, tendrá que informarle por correo al menos **10 días** antes de la fecha en que se haga efectiva la cancelación. Revise su póliza porque es posible que su compañía de seguros le ofrezca más de 10 días de notificación.

17. Su derecho a cancelar. Puede cancelar su póliza en cualquier momento y obtener un reembolso de la prima no utilizada.

18. Reembolso de la prima. Si usted o la compañía de seguros cancela su póliza, la compañía tendrá que reembolsarle cualquier prima no utilizada dentro de los 15 días hábiles a partir de:

- la fecha en que la compañía recibe la notificación de la cancelación, o
- la fecha de cancelación, la que sea posterior.

Tiene que informarle a la compañía que desea que se le envíe el reembolso. De lo contrario, podrían reembolsarle la prima restante ofreciéndole un crédito de prima en la misma póliza.

- 19. Limitación al uso de su historial de reclamaciones para hacer cambios a la prima.** La compañía de seguros no puede cambiar su prima solo porque presentó una reclamación que no le pagó o que no se le pudo pagar bajo su póliza.
- 20. Fechas relacionadas a la no renovación.** La compañía de seguros está obligada a renovar su póliza hasta que esté en vigencia por un año. Si le renuevan su póliza, la compañía de seguros tiene que seguir renovándola hasta llegar al aniversario de la fecha original en que se hizo efectiva.
- Por ejemplo, si su póliza de seis meses se hizo efectiva originalmente el 1 de enero del 2050, la compañía tiene que renovar su póliza hasta el 1 de enero del 2051. A partir de esa fecha, la compañía solo puede negarse a renovar su póliza en la fecha original en que se hizo efectiva (en este ejemplo, el 1 de enero) de cualquier año futuro.
- 21. Aviso de no renovación.** La compañía de seguros tiene que enviarle un aviso de que no van a renovar su póliza. Tendrá que informarle al menos **30 días** antes del vencimiento de su póliza, o usted puede exigir que renueven su póliza.
- 22. Reclamaciones sin culpa.** La compañía de seguros no puede negarse a renovar su póliza solo por darse uno de los siguientes hechos:
- Reclamaciones referentes a daños por accidentes relacionados al clima que no tienen que ver con un choque, tal como daños por granizo, viento o inundación.
 - Accidentes o reclamaciones que tengan que ver con daños por contacto con animales.
 - Accidentes o reclamaciones que tengan que ver con daños causados por grava voladora, proyectiles o algún otro objeto volador. Sin embargo, si tiene 3 reclamaciones de este tipo en un período de tres años, la compañía puede aumentar su deducible en su próxima fecha de renovación anual.
 - Reclamaciones para cubrir gastos de grúa y de mano de obra. Sin embargo, una vez que haya presentado 4 reclamaciones de este tipo en un período de tres años, la compañía puede eliminar esta cobertura de su póliza en su próxima fecha de renovación anual.
 - Cualquier otro accidente o reclamación que razonablemente no se pueda considerar que haya sido culpa suya, a menos que tenga 2 reclamaciones o accidentes de este tipo en un período de un año.
- 23. Limitación al uso de información crediticia para no renovar su póliza.** La compañía de seguros no puede negarse a renovar su póliza únicamente debido a la condición de su crédito.
- 24. Limitación al uso de la edad para no renovar su póliza.** La compañía de seguros no puede negarse a renovar su póliza basándose únicamente en la edad de cualquier persona cubierta bajo la póliza. Su compañía tampoco puede exigirle que excluya a un miembro de su familia de la cobertura únicamente porque llegó a la edad de conducir.
- 25. Protecciones contra la discriminación.** La compañía de seguros no puede negarse a asegurarle; limitar la cobertura que compra; negar la renovación de su póliza; o cobrarle una tarifa diferente debido a su raza, color, creencia, país de origen o religión.
- 26. Derecho a hacer preguntas.** Puede hacerle una pregunta a la compañía de seguros sobre su póliza. No pueden usar sus preguntas para denegar, no renovar o cancelar su cobertura. Sus preguntas tampoco se pueden utilizar para determinar su prima.

Por ejemplo, puede hacer:

- Preguntas generales sobre su póliza;

- Preguntas sobre el proceso de presentación de reclamaciones de la compañía; y
- Preguntas sobre si la póliza cubrirá una pérdida, a menos que la pregunta sea sobre un daño: (a) que ocurrió y (b) que resulta en una investigación o reclamación.

27. Aviso de un "cambio material" a su póliza. Si la compañía de seguros no quiere cancelar o no renovar su póliza, pero desea hacer ciertos cambios materiales o importantes, tendrá que explicar los cambios por escrito al menos **30 días** antes de la fecha anual de renovación. Los cambios materiales incluyen:

- Ofrecerle menos cobertura;
- Cambiar una condición de la cobertura; o
- Cambiar lo que se requiere que usted haga.

En lugar de un aviso de "cambio material", la compañía puede optar por no renovar su póliza existente. Si es así, la compañía tiene que enviar una carta de no renovación, pero todavía puede ofrecerle una póliza diferente.

Nota: La compañía no puede reducir la cobertura durante el período de la póliza a menos que usted solicite el cambio. Si usted solicita el cambio, la compañía no tiene que enviarle un aviso.

28. Explicación por escrito de la cancelación o la no renovación. Puede pedirle a la compañía de seguros que le informen por escrito los motivos de su decisión de cancelar o de no renovar su póliza. La compañía tendrá que darle una explicación detallada de por qué cancelaron o no renovaron su póliza.

TEXAS AUTO POLICY

**Redpoint County Mutual Insurance
Company PO Box 5005
Glen Allen, VA 23058-5005**

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Redpoint County Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Grove General Agency, Inc, d/b/a Elephant Auto Insurance (Managing General Agent at 1-877-218-7865

Toll-free: 1-877-218-7865

Online: www.MyElephant.com

Email: elephant@redpointinsurance.com

Mail: Elephant Insurance Company P.O. Box 5005 Glen Allen, VA 23058-5005

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Redpoint County Mutual Insurance Company

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

Llame a: Grove General Agency, Inc. d/b/a Elephant Auto Insurance (Managing General Agent) al 1-877-218-7865

Teléfono gratuito: 1-877-218-7865

En línea: www.MyElephant.com

Correo electrónico: elephant@redpointinsurance.com

Dirección postal: Elephant Insurance Company P.O. Box 5005 Glen Allen, VA 23058-5005

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

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

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AUTO POLICY

This policy is a contract between the named **insured** shown on **the declarations page** and **us**. This contract, the **declarations page**, **your** application and any endorsements that apply to this contract contain all agreements between **you** and **us**. **If you** pay the required premium when due, **we** will provide the insurance described in this contract.

GENERAL DEFINITIONS

These terms, and their plural and possessive forms, will have the following meaning throughout the policy when shown in **bold** typeface unless otherwise noted.

1. **"Accident"** means a sudden, unexpected, and unintended occurrence.
2. **"Auto"** means a four-wheel land motor vehicle of the private passenger car, van, pick-up truck or jeep-type that:
 - a. is designed for operation principally upon public roads;
 - b. has a gross vehicle weight (as determined by the manufacturer's specifications) of 10,000 pounds or less;
 - c. has a load capacity of 1,500 pounds or less; and
 - d. is not used as a public or livery conveyance for passengers, which includes any period the **auto** is used by an **insured** who is logged into a **transportation network platform** as a driver, regardless if a passenger is **occupying** the vehicle.

"Auto" does not include step-vans, parcel delivery vans, or cargo cutaway vans or other vans with cabs separate from the cargo area.
3. **"Bodily injury"** means bodily harm, sickness, or disease, including death.
4. **"Business"** means a trade, profession, or occupation, whether engaged in full-time or part-time.
5. **"Covered auto"** means:
 - a. any **owned auto** shown on the **declarations page**, unless **you** have asked **us** to delete that **auto** from the policy;
 - b. any additional **auto** on the date **you** become the **owner** if:
 - i. **you** acquire the **auto** during the policy period shown on the **declarations page**;
 - ii. no other insurance policy provides coverage for that **auto**.
 - iii. If **we** provide coverage for an **auto you** acquire in addition to any **auto** shown on the **declarations page**, **we** will provide the broadest coverage **we** provide for any **auto** shown on the **declarations page**. **We** will provide that coverage for a period of 14 days after **you** become the **owner**. **We** will not provide coverage after this 14-day period, unless, within this period, **you** ask **us** to insure the additional **auto** and **we** agree to insure it; and
 - c. Any replacement **auto** on the date **you** become the **owner** if:
 - i. **you** acquire the **auto** during the policy period shown on the **declarations page**;
 - ii. the **auto** that **you** acquire replaces one shown on the **declarations page**; and
 - iii. no other insurance policy provides coverage for that **auto**.
 - iv. If the **auto** that **you** acquire replaces one shown on the **declarations page**, it will have the same coverage as the **auto** it replaces. **You** must ask **us** to insure a replacement **auto** within 4-days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part D - Damage to an Auto. Any coverage provided under Part D during the 4-day period shall be subject to a

\$500 deductible. If the **auto** replaced did not have coverage under Part D - Damage to an Auto, **you** may add this coverage for the replacement **auto**.

- d. If **you** add any coverage to this policy or to any **auto**, or if you increase any of **your** limits, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.
6. **"Declarations page"** means the document from **us** listing:
 - a. The types of coverage **you** have elected;
 - b. The limit for each coverage;
 - c. The cost for each coverage;
 - d. The specified **autos** covered by this policy;
 - e. The types of coverage for each **auto**; and
 - f. Other information that applies to this policy.
7. **"Loss"** means sudden, direct, and accidental damage or theft.
8. **"Occupying"** means in, on, entering, or exiting.
9. **"Owned"** means the person:
 - a. holds legal title to the **auto**;
 - b. has legal possession of the **auto** subject to a lien or written security agreement with an original term of six months or more; or
 - c. has legal possession of the **auto** that is leased or rented to that person under a written agreement for a continuous period of six months or more.
10. **"Owner"** means any person who, with respect to an **auto**:
 - a. holds legal title to the **auto**;
 - b. has legal possession of the **auto** subject to a lien or written security agreement with an original term of six months or more; or
 - c. has legal possession of the **auto** that is leased or rented to that person under a written agreement for a continuous period of six months or more.
11. **"Relative"** means a person residing in the same household as **you**, who is related to **you** by blood, marriage, a civil union recognized by law, or adoption, including a ward, stepchild, or foster child. **Your** unmarried dependent children temporarily away from home will be considered residents of **your** household if they intend to continue to reside in **your** household. However, if the named **insured** is not a natural person, no insurance is provided for a **relative**.
12. **"Spouse"** or any other term indicating that a person is married or has a relationship through marriage shall be defined to include:
 - a. a partner in a marriage; or
 - b. a partner in a civil union recognized by law.
13. **"Trailer"** means a non-motorized **trailer**, including a farm wagon or farm implement, designed to be towed on public roads by an **auto**.
14. **"Transportation Network Platform"** means an online-enabled application, digital network or form of communication **used** to connect passengers with drivers **using** vehicles for the purposes of providing prearranged transportation services for compensation.
15. **"Use"**, **"Used"** and **"Using"** mean operating, **occupying** or maintaining.
16. **"We"**, **"Us"**, and **"Our"** mean the company providing the insurance that is named on the **declarations page**.
17. **"You"** and **"Your"** mean:
 - a. the person or persons shown as a named **insured** on the **declarations page**; and
 - b. that named **insured**'s **spouse** if the **spouse** is a resident of the same household of the named **insured** during the policy period.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

Subject to the limits of liability, if **you** pay the premium for liability coverage, **we** will pay damages, other than punitive or exemplary damages, for **bodily injury** and **property damage** for which an **Insured** becomes legally liable because of an **accident** arising out of the:

1. ownership or **use** of a **covered auto** or a **non-owned auto**; or
2. **use** of any **trailer** while attached to a:
 - a. **covered auto**; or
 - b. **non-owned auto** operated by an **insured**.

We will settle or defend, at **our** option, with counsel of **our** choice, any claim for damages covered by Part A.

ADDITIONAL DEFINITIONS

When used in Part A:

1. **"Insured"** and **"insureds"** mean:
 - a. **you** or a **relative** with respect to an **accident** arising out of the ownership or **use** of any **covered auto** or **non-owned auto**, or a **trailer** attached to either such **auto**;
 - b. any person with respect to an **accident** arising out of that person's **use** of a **covered auto** with the express or implied permission of **you** or a **relative**;
 - c. any additional **insured** or additional **insured-lessor** designated by **you** in **your** application or by a change request and agreed to by **us**, with respect to liability for an **accident** to which Part A applies for a person described in a or b above.
 - d. **"Insured"** does not include the **owner**, or anyone else, from whom **you** lease, hire, or borrow an **auto** unless the **auto** is specifically shown on **your declarations page**.
2. **"Non-owned auto"** means any **auto** that is not **owned** by, furnished or available for regular **use** to, **you**, a **relative**, or **your** non-resident **spouse** while being operated with the express or implied permission of its **owner**. A vehicle in **your possession** for more than 30 days would be considered furnished for regular use.
3. **"Property damage"** means physical injury to or destruction of tangible property, including **loss of use** of that property.

ADDITIONAL PAYMENTS

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

1. all expenses that **we** incur in the settlement of any claim or defense of any lawsuit;
2. interest accruing after entry of judgment, until we have paid or tendered that portion of the judgment that does not exceed **our** limit of liability. This does not apply if **we** have not been given notice of suit or the opportunity to defend an **insured**;
3. 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. **We** have no duty to apply for or furnish these bonds;
4. up to \$250 for a bail bond required because of an **accident** arising out of the ownership or **use** of a **covered auto** or **non-owned auto** by an **insured**. **We** have no duty to apply for or furnish this bond; and
5. reasonable expenses, including **loss** of actual earnings up to \$200 a day, incurred at **our** request.

EXCLUSIONS

THERE IS NO COVERAGE UNDER THIS PART A IF ONE OR MORE OF THE FOLLOWING EXCLUSIONS APPLY.

Coverage under Part A, including **our** duty to defend, does not apply to :

1. **Bodily injury or property damage** arising out of the ownership or **use** of an **auto or trailer** while being **used** to carry persons or property for compensation or a fee. This exclusion includes, but is not limited to, any period **your covered auto is used** by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion does not apply to shared expense car pools.
2. **Bodily injury or property damage** arising out of the ownership or **use** of an **auto** while being used to plow or remove snow for compensation or a fee.
3. Any liability assumed by an **insured** under any contract or agreement.
4. **Bodily injury** to an employee of an **insured** arising out of or within the course of employment . This does not apply to domestic employees if benefits are neither paid nor required to be provided under workers' compensation, disability, or similar laws.
5. **Bodily injury or property damage** arising out of an **accident** involving an **auto or trailer** while being **used** by a person while employed or engaged in the **business** of:
 - a. selling;
 - b. leasing;
 - c. repairing;
 - d. parking;
 - e. storing;
 - f. servicing;
 - g. delivering; or
 - h. testing;vehicles. This exclusion does not apply to:
 - a. **you, a relative**, or an agent, partner or employee of **you** or a **relative**; or
 - b. any other person **using a covered auto** with the express or implied permission of **you** or a **relative for bodily injury or property damage** arising out of an **accident** involving the **covered auto**.
6. Maintaining or **using** any vehicle while that person is employed or otherwise engaged in any business or occupation not described in exclusion 5. This exclusion does not apply to the maintenance or **use** of a:
 - a. private passenger auto;
 - b. pickup or van that is **your covered auto**; or
 - c. trailer **used** with a vehicle described in a or b above.
7. **Bodily injury or property damage** resulting from participation in any racing, speed or demolition contest, stunting activity, or practice or preparation for any such contest or activity , whether prearranged or organized.
8. **Bodily injury or property damage** resulting from the operation of any **auto** on a track or course designed or **used** for racing or high-performance driving, or in practice or preparation for any contest or **use** on a track or course **used** for such purposes.
9. **Bodily injury or property damage** due to nuclear reaction, exposure, radiation or contamination.
10. **Bodily injury or property damage** for which insurance is afforded under a nuclear energy liability insurance contract .

11. Any obligation for which the United States Government is liable under the Federal Tort Claims Act.
12. **Bodily injury or property damage** that is intended or is caused intentionally by a willful act or direction, of an **insured**
13. **Property damage** to any property:
 - a. **owned** by;
 - b. rented to;
 - c. **used** by;
 - d. transported by; or
 - e. in the care or charge of;an **insured** or a person residing in **your** household.
14. **Bodily injury or property damage** resulting from the operation or **use** of an **auto**, other than a **covered auto**, **owned by you, a relative**, or a person who resides with **you**.
15. **Bodily injury or property damage** resulting from the operation or **use** of an **auto**, other than a **covered auto**, furnished or available for regular **use to you, a relative**, or a person who resides with **you**.
16. **Bodily injury or property damage** arising out of the **use** of a **covered auto** while leased or rented to others. This exclusion does not apply to the operation of a **covered auto by you or a relative**.
17. Any intentional discharge, dispersal or release of radioactive, pathogenic, poisonous or hazardous material for any purpose other than its safe and useful purpose.
18. **Bodily injury or property damage** arising out of the ownership or **use** of an **auto or trailer** while it is parked and being **used**:
 - a. for commercial or **business** purposes;
 - b. as a residence or premises; or
 - c. as premises for an office, store or display purposes.
19. **Bodily injury or property damage** that results from, or occurs in the course of, a criminal act or omission of an **insured** as determined by any court of law or any justice division. This exclusion does not apply to misdemeanor violations of the motor vehicle or traffic code.
20. **Bodily injury to you or a relative**.

LIMITS OF LIABILITY

1. There will be no stacking or combining of coverage afforded to more than one **auto** under this policy. The Liability Coverage limit of liability shown on the **declarations page** is the most **we** will pay regardless of the number of:
 - a. claims made;
 - b. **covered autos**;
 - c. **autos and trailers** shown on the **declarations page**;
 - d. **insureds** ;
 - e. lawsuits filed;
 - f. motor vehicles and **trailers** involved in an **accident**;
 - g. heirs or survivors of persons with **bodily injury**; or
 - h. premiums paid.
2. If the **declarations page** shows one limit for each person and another limit for each accident, the following limits shall apply to each **accident**:
 - a. the amount shown for "each person" is the most **we** will pay for all damages due to a **bodily injury** to one person;

- b. 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; and
 - c. the amount shown for" **property damage**" is the most **we** will pay for the total of all **property damage** for which an **insured** becomes liable.
- 3. The "each person" limit of liability includes:
 - a. the total of all claims made for **bodily injury** to a person and all claims of others derived from the **bodily injury**, including, but not limited to:
 - i. loss of consortium;
 - ii. loss of services;
 - iii . loss of society;
 - iv. loss of companionship;
 - v. wrongful death; and
 - b. All claims and lawsuits for emotional distress and mental anguish as a result of observing another person sustain **bodily injury**.
- 4. No one will be entitled to duplicate payments for any elements of damages under this policy or from any other source.
- 5. Any payment to a person under Part A shall be reduced by any payment to that person under Part B or Part C. However , this provision shall not reduce coverage under Part A to an amount less than the minimum liability coverage required by law.
- 6. 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**.
- 7. If there is more than one **covered auto** under this policy, the limits of liability available to a permissive user shall be the limits associated with the **covered auto used** by the permissive user when the **accident** occurred.

OTHER INSURANCE

If there is other applicable liability insurance or bonds, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits . However, any insurance **we** provide shall be excess over all other collectable insurance, self-insurance, and bonds except in the case of a **non-owned auto** operated by an insured when the only liability policy in effect for such an **auto** is a garage liability policy.

FINANCIAL RESPONSIBILITY

When this policy is certified as proof of financial responsibility, this policy will comply with the law to the extent required. **You** must reimburse **us** if **we** make a payment that **we** would not have made if this policy was not certified as proof of financial responsibility.

OUT-OF-STATE COVERAGE

If an **accident** to which coverage under Part A applies occurs in any state, territory or possession of the United States of America or any province or territory of Canada, other than the one in which a **covered auto** is principally garaged, and the state, province, territory or possession has:

- 1. a financial responsibility or similar law requiring limits of liability for **bodily injury** or **property damage** higher than the limits shown on the **declarations page**, this policy will provide the higher liability limit; or
- 2. a compulsory insurance or similar law requiring a non-resident to maintain insurance whenever the non-resident **uses** an **auto** in that state, province, territory or possession, this policy will provide the greater of:

- a. the required minimum amounts and types of coverage; or
- b. the limits of liability under this policy.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

Subject to **our** limits of liability, if **you** pay the premium for Medical Payments Coverage, **we** will pay the **usual and customary charge** for reasonable and necessary **medical expenses** incurred within one year from the date of an **accident**, and for reasonable expenses incurred for funeral services:

1. resulting from **bodily injury**,
2. sustained by an **insured**, and
3. caused by an **accident** that arises out of the ownership or **use** of a land motor vehicle designed for operation on the public roads, or a **trailer** while **used** with such vehicle.

We have the right to review the **medical expenses** to determine if they are reasonable and necessary for diagnosis and treatment of the **bodily injury**. **We** may refuse to pay for any portion of a **medical expense** that is unreasonable because the fee for the service is greater than the fee that is the **usual and customary** charge for the geographic location in which the service is rendered. **We** may also refuse to pay for any **medical expense** because the service rendered is unnecessary for the treatment of the **bodily injury** sustained. **We** may use independent sources of information selected by **us** to determine if any **medical expense** is reasonable and necessary. These sources may include:

1. exams by physicians **we** select;
2. review of medical records and test results by persons and services selected by **us**;
3. computerized programs for analysis of medical treatment and expenses; and
4. published sources of medical expense information.

Any dispute as to the **usual and customary charge** will be resolved between the service provider and **us**. **We** will defend **our insured** at **our** expense if a lawsuit is filed against the **insured** for an expense **we** refuse to pay. The **insured** must fully cooperate with us in the defense of any lawsuit **we** defend.

ADDITIONAL DEFINITIONS

When used in Part B:

1. "**Insured**" and "**insureds**" mean:
 - a. **you** while **occupying** any **auto**, other than an **auto owned by you** that is not a **covered auto**;
 - b. a **relative** while **occupying a covered auto or non-owned auto** with the express or implied permission of the **owner**;
 - c. **you** or any **relative** when struck as a pedestrian by a land motor vehicle of any type, or a **trailer**;
 - d. any other person while **occupying a covered auto** with permission from:
 - i. **you** or a **relative**; or
 - ii. a person **using** the **covered auto** with permission from **you** or a **relative**.
2. "**Medical expenses**" mean medical treatment services and products provided by a licensed health care provider, including ambulance, hospital, surgical, medical, dental, x-ray, professional nursing, and pharmaceutical services, and includes eyeglasses, hearing aids and orthopedic and prosthetic devices prescribed by a licensed health care provider.

3. **"Non-owned auto"** means any **auto** that is not **owned** by, furnished or available for regular **use to, you, a relative, or your non-resident spouse** while being operated with the express or implied permission of its **owner**. A vehicle in **your possession** for more than 30 days would be considered furnished for regular use.
 - a. **"Non-owned auto"** does not include an **auto** rented through a personal vehicle sharing program.
4. **"Trailer"** means a non-motorized **trailer**, including a farm wagon or farm implement designed to be towed on public roads by an **auto** that is not used:
 - a. for commercial or **business** purposes;
 - b. as a primary residence;
 - c. as an office, store, or for commercial display purposes; or
 - d. to transport passengers.
5. **"Usual and customary charge"** means an amount that **we** determine represents a customary charge for services in the geographical area in which the service is rendered. **We** shall determine the **usual and customary charge** through the **use** of independent sources of **our** choice.

EXCLUSIONS

THERE IS NO COVERAGE UNDER THIS PART B IF ONE OR MORE OF THE FOLLOWING EXCLUSIONS APPLY.

Coverage under Part B does not apply to **bodily injury**:

1. Sustained while **occupying an auto** while being **used** to carry persons or property for compensation or a fee. This exclusion includes, but is not limited to, any period **your covered auto is used** by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion does not apply to:
 - a. shared-expense car pools;
 - b. **bodily injury** sustained by **you** or a **relative** while a passenger in a taxi, limousine or public conveyance.
2. Occurring within the course of employment if workers' compensation benefits are available for the **bodily injury**.
3. Arising out of an accident involving an **auto or trailer** while being **used** by a person while employed or engaged in the **business** of:
 - a. selling;
 - b. leasing;
 - c. repairing;
 - d. parking;
 - e. storing;
 - f. servicing;
 - g. delivering; or
 - h. testing;

vehicles. This exclusion does not apply to **you, a relative**, or an agent or employee of **you** or a **relative**.
4. Resulting from an **insured's** participation in any racing, speed or demolition contest, stunting activity, or practice or preparation for any such contest or activity, whether or not prearranged or organized.

5. Resulting from an **insured's** operation of any **auto** on a track or course designed or **used** for racing or high-performance driving, or in practice or preparation or any contest or **use** on a track or course **used** for such purposes.
6. For which the United States Government is liable under the Federal Tort Claims Act .
7. Sustained by any person while **occupying** a **covered auto** or **trailer** without the express or implied permission of **you** or a **relative**.
8. Sustained by **you** or a **relative** while **occupying** a **non-owned auto** or **trailer** without the express or implied permission of the **owner**.
9. Sustained by a person other than **you** or a **relative** arising out of the **use** of a **covered auto** while leased or rented to others.
10. When struck by or **using** an **auto**, other than a **covered auto**, **owned** by, or furnished or available for regular **use** to **you**, a **relative**, or a person who resides with **you**.
11. Resulting from any intentional discharge, dispersal or release of radioactive, pathogenic or hazardous material for any purpose other than its safe and useful purpose.
12. Arising out of the ownership or **use** of an **auto** or **trailer** while it is parked and being **used**:
 - a. for commercial or **business** purposes;
 - b. as a residence or premises; or
 - c. as premises for an office, store or display purposes.
13. That is intentionally inflicted on an **insured** at that person's request or that is self-inflicted.
14. Caused by or as a consequence of:
 - a. nuclear reaction, exposure, radiation or radioactive contamination, or for which insurance is afforded under a nuclear energy liability insurance contract;
 - b. discharge of a nuclear weapon;
 - c. war;
 - d. civil war;
 - e. insurrection or;
 - f. rebellion or revolution.
15. That arises out of **occupying** or **using** a motor vehicle with :
 - a. less than four wheels; or
 - b. four or more wheels if the motor vehicle is not designed for operation principally upon public roads.
16. That is caused by, or reasonably expected to result from, a criminal act or omission of the **insured**, as determined by any court of law or any justice division. This exclusion does not apply to misdemeanor violations of the motor vehicle or traffic code.

LIMITS OF LIABILITY

1. The Part B Medical Payments limit of liability shown on the **declarations page** is the most **we** will pay for each **insured** injured in any one **accident**, regardless of the number of:
 - a. claims made;
 - b. **covered autos**;
 - c. **autos** and **trailers** shown on the **declarations page**;
 - d. **insureds**;
 - e. lawsuits filed;
 - f. motor vehicles and **trailers** involved in an **accident**; or
 - g. premiums paid.
2. There will be no stacking or combining of coverage afforded to more than one **auto** under this policy.

- a. Any amount payable to an **insured** under Part B will be reduced by any amount paid or payable for the same expense under Part A or Part C.
- b. No one will be entitled to duplicate payments for any elements of damages or expense under this policy or from any other source.
- c. If there is more than one **covered auto** under this policy, the limits of liability available to a permissive user shall be the limits associated with the **covered auto used** by the permissive user when the **accident** occurred.

OTHER INSURANCE

If there is other applicable **auto** medical payments insurance:

1. **we** will pay only **our** share of the medical and funeral services . **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits. However, any insurance **we** provide for an **insured** who sustains **bodily injury** while **occupying your covered auto** shall first be exhausted.
2. Any insurance **we** provide with respect to a vehicle **you** do not own, including any vehicle while **used** as a temporary substitute vehicle for **your covered auto**, shall be excess over any collectible **auto** insurance providing payments for medical or funeral expenses.

PART C - UNINSURED/UNDERINSURED MOTORIST COVERAGE

SEE STATE AMMENDUM

PART D - DAMAGE TO AN AUTO

INSURING AGREEMENT- COLLISION COVERAGE

If **you** pay the premium for Collision Coverage, **we** will pay, subject to the limits of liability, for **loss** to a:

1. **covered auto** for which Collision Coverage has been purchased;
 2. **non-owned auto** while in the custody of, or being operated by, **you** or a **relative** with the express or implied permission of the **owner**;
 3. **trailer** shown on the **declarations page** or a **trailer** while being towed by a **covered auto**; or
 4. a **mounted camper** shown on the **declarations page**;
- when it overturns or has physical impact with another vehicle or object, but not an animal, bird or falling objects.

INSURING AGREEMENT - OTHER THAN COLLISION COVERAGE

If **you** pay the premium for Other Than Collision Coverage, **we** will pay, subject to the limits of liability, for Other Than Collision **loss** to a:

1. **covered auto** for which Other Than Collision Coverage has been purchased;
2. **non-owned auto** while in the custody of, or being operated by, **you** or a **relative** with the express or implied permission of the **owner**;
3. **trailer** shown on the **declarations page** or a **trailer** while being towed by a **covered auto**; or
4. a **mounted camper** shown on the **declarations page**.

An "Other Than Collision" **loss** shall not include any **loss** covered under Collision Coverage.

An "Other Than Collision" **loss** includes, but is not limited to, **loss** caused by:

1. contact with an animal or a bird;
2. explosion or earthquake;
3. fire;

4. malicious mischief or vandalism;
5. missiles or falling objects;
6. riot or civil commotion ;
7. theft or larceny; or
8. windstorm, hail, water, or flood.

TRANSPORTATION COVERAGE

1. Other Than Collision Coverage includes payment of:
 - a. reasonable transportation expenses incurred by **you** if a **covered auto** to which Other Than Collision Coverage applies is stolen; or
 - b. reasonable **loss of use** damages that **you** are legally liable to pay if a **non-owned auto** is stolen. Subject to a limit of the greater of:
 - i. \$20 each day for 30 days; or
 - ii. any higher limit of liability for Rental Reimbursement Coverage shown on the **declarations page**.
2. Transportation Coverage shall not duplicate any coverage provided under Rental Reimbursement Coverage.
3. Coverage for transportation expenses and **loss of use** damages begins 48 hours after **you** report the theft to **us**, and ends the earliest of:
 - a. when the **covered auto or non-owned auto** has been recovered and returned to **you** or its **owner**;
 - b. when the **covered auto or non-owned auto** has been recovered and repaired;
 - c. 72 hours after **we** make an offer to pay **our** limit of liability under Part D if the **auto** is deemed by **us** to be a **total loss** or unrecoverable; or
 - d. the end of the period reasonably required to repair the **auto**.
4. **You** must give **us** written proof of **your** transportation expenses or the **loss of use** damages.

INSURING AGREEMENT -ADDITIONAL EQUIPMENT AND CUSTOM PARTS

1. Subject to the limits of liability, if **you** pay the premium for Additional Equipment and Custom Parts Coverage, **we** will pay for theft of, or damage to, **additional equipment and custom parts** resulting from any **loss** for which that coverage is provided under the terms of this policy. All payments for **loss to additional equipment and custom parts** shall be reduced by the applicable deductible, but only one deductible may be applied to any one **loss** in an **accident** which is covered by Part D.
2. The limit of liability for **loss to additional equipment and custom parts** is the lowest of:
 - a. the actual cash value of such **additional equipment and custom parts**, reduced by the applicable deductible, and reduced by its salvage value if **you** or the **owner** retain the salvage;
 - b. the amount necessary to repair such **additional equipment and custom parts**, reduced by the deductible;
 - c. the amount necessary to replace such **additional equipment and custom parts**, reduced by the deductible, and reduced by its salvage value if **you** or the **owner** retain the salvage; or
 - d. the limit shown on the **declarations page** for **additional equipment and custom parts**.
3. **We** will reduce the amount of the **loss to additional equipment and custom parts** by its salvage value if **you** or the **owner** retain the salvage.

4. Coverage for **additional equipment and custom parts** shall not cause **our** limit of liability for **loss** to an **auto** under Part D to be increased to an amount in excess of:
 - a. the actual cash value of the **auto**, including its **additional equipment and custom parts**; or
 - b. any applicable limits of liability or Stated Amount Coverage elected by **you**.

ADDITIONAL DEFINITIONS

When used in Part D:

1. **"Additional equipment and custom parts"** means equipment, devices, accessories, enhancements, and changes to an **auto**, other than those which are available as standard or optional from the manufacture, which:
 - a. are permanently installed or attached at the time of **loss**; and
 - b. alter the appearance or performance of an **auto**.
 - i. This includes any permanently installed electronic equipment, antennas, and other devices, other than those which are available as standard or optional from the original **auto** manufacturer, that are **used** exclusively to send or receive audio, visual, digital, data or GPS signals, or to play back recorded media. A device will be deemed permanently installed in the **covered auto** or **non-owned auto** if it is attached by bolts or brackets, including slide-out brackets.
 - ii. This also includes custom paint; murals; decals; graphics; custom seats, wheels and tires; winches; roll bars; running boards; and handicap equipment. **"Additional equipment and custom parts"** does not include a **mounted camper**.
2. **"Mounted camper"** means a pickup truck **mounted camper** shown on the **declarations page** and **used** for recreational purposes, that contains sleeping facilities, and may also contain cooking and bathroom facilities.
3. **"Non-owned auto"** means any **auto** that is not **owned** by, or furnished or available for regular **use** to, **you**, a **relative**, a resident of **your** household, or the **spouse** of the named **insured** while being operated with the express or implied permission of its **owner**. A vehicle **in your possession** for more than 30 days would be considered furnished for regular use.
 - a. **"Non-owned auto"** does not include an **auto** rented through a personal vehicle sharing program.
4. **"Total loss"** means:
 - a. the theft of the **auto, trailer, or mounted camper** if it is not recovered within 30 days; or
 - b. any other **loss** that is payable under Part D if the cost to repair the damage (including parts and labor), when combined with the salvage value, exceeds the actual cash value of the **auto, trailer, or mounted camper** at the time of the **loss**.
5. **"Trailer"** means a non-motorized utility **trailer** or camping **trailer**, including a farm wagon or farm implement, designed to be towed on public roads by an **auto**. **"Trailer"** does not include any vehicle or device **used**:
 - a. for commercial or **business** purposes;
 - b. as a primary residence;
 - c. as an office, store, or for commercial display purposes; or
 - d. to transport passengers.

EXCLUSIONS

THERE IS NO COVERAGE UNDER THIS PART D IF ONE OR MORE OF THE FOLLOWING EXCLUSIONS APPLY.

Coverage under Part D does not apply for **loss**:

1. To any **auto, trailer or mounted camper** while being **used** to carry persons or property for compensation or a fee. This exclusion includes, but is not limited to, any period **your covered auto** is **used** by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools.
2. To any **auto** while being **used** to plow or remove snow for compensation or a fee, or to any **trailer or mounted camper** attached to an **auto** or other vehicle being **used** to plow or remove snow for compensation or a fee.
3. To any **covered auto, trailer or mounted camper** while it is leased or rented to others.
4. To a **non-owned auto or trailer**, other than one rented by **you** or a **relative**, if being maintained or **used** by a person while employed or engaged in any **business** not described in the next exclusion. This exclusion does not apply to a **non-owned auto** that is of the private passenger type, or a **trailer**, while operated or being towed by **you** or a **relative**.
5. To a **non-owned auto, trailer or mounted camper** while being **used** or driven by a person while employed or engaged in the **business** of:
 - a. selling;
 - b. leasing;
 - c. repairing;
 - d. parking;
 - e. storing;
 - f. servicing;
 - g. delivering; or
 - h. testingvehicles.
6. To any **auto, trailer or mounted camper** resulting from participation in any racing, speed or demolition contest, stunting activity, or practice or preparation for any such contest or activity, whether or not prearranged or organized.
7. To any **auto, trailer or mounted camper** that results from the operation of any **auto** on a track or course designed or **used** for racing or high-performance driving, or in practice or preparation for any contest or **use** on a track or course **used** for such purposes.
8. To any **auto, trailer or mounted camper** due to nuclear reaction, exposure, radiation or contamination.
9. To any **auto, trailer or mounted camper** for which insurance is afforded under a nuclear energy liability insurance contract.
10. Due to destruction or confiscation by governmental or civil authorities.
11. To any **auto, trailer or mounted camper** that is intended or is caused intentionally by a willful act by **you**, a **relative**, or the **owner** of the **auto, trailer or mounted camper**, or at the direction of **you**, a **relative**, or the **owner** of the **auto, trailer or mounted camper**, even if the actual damage is different than that which was intended or expected.
12. To any **auto, trailer or mounted camper** that is due and confined to:
 - a. wear and tear
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or

- d. road damage to tires.

This exclusion does not apply if the damage results from the theft of an **auto, trailer or mounted camper**.

13. Due to theft or conversion of an **auto, trailer or mounted camper**:
 - a. by **you, a relative** , or any resident of **your** household ;
 - b. prior to its delivery to **you** or a **relative**; or
 - c. while in the care, custody , or control of anyone engaged in the **business** of selling the **auto, trailer or mounted camper**.
14. To equipment, devices, accessories, and any other personal effects that are not permanently installed or attached by brackets or bolts. This includes, but is not limited to:
 - a. tapes, compact discs, cassettes, DVDs and other recording or recorded media;
 - b. any case or other container designed for storing or carrying tapes, compact discs, cassettes, or other recording or recorded media;
 - c. any device **used** for the detection or location of radar, laser, or other speed measuring equipment or its transmissions;
 - d. computers, DVD players, internet devices, iPods, MP3 players, satellite radio or receiver devices, entertainment systems, or wireless audio devices;
 - e. CB radios, telephones, two-way mobile radios, or televisions ; and
 - f. all other video, audio, computing, navigation and communication devices and accessories .
15. To **additional equipment and custom parts** in excess of the applicable limits of liability.
16. To any **auto, trailer or mounted camper** for diminution of value, or any actual or perceived **loss** in market or resale value that results from a **loss**.
17. To any **auto, trailer or mounted camper** caused directly or indirectly by mold, mildew or fungus, including any type or form of:
 - a. decomposing or disintegrating organic material or micro-organism;
 - b. organic surface growth on moist, damp, or decaying matter;
 - c. yeast or spore-bearing plant-like organism; or
 - d. spores, scents, toxins , bacteria , viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

This exclusion does not apply to damage caused by mold, mildew or fungus, if caused by any other **loss** covered under Part D.
18. To any **auto, trailer or mounted camper** caused directly or indirectly by:
 - a. war (declared and undeclared, and civil war);
 - b. warlike action by any military force, governments, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack;
 - c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts ; or
 - d. any intentional discharge, dispersal or release of radioactive, nuclear, pathogenic or hazardous material for any purpose other than its safe and useful purpose,
19. To personal effects in or on an **auto, trailer or mounted camper**.
20. To a **mounted camper** while being maintained or **used** by any person in connection with their employment or any **business**.
21. To any **trailer or mounted camper** that is:
 - a. caused by or confined to:
 - i. marring;
 - ii. deterioration;

- iii. latent defect;
 - iv. manufacturing defect;
 - v. inherent vice;
 - vi. smog;
 - vii. rust or other corrosion;
 - viii. wet or dry rot;
 - ix. dampness of atmosphere or extreme temperatures;
 - x. smoke from agricultural smudging or industrial operations;
 - xi. improper lack of routine maintenance, or failure to perform maintenance as prescribed by the manufacturer ; or
 - xii. gradual accumulation of snow or ice;
- b. resulting from:
- i. discharge ;
 - ii. dispersal;
 - iii. seepage;
 - iv. migration;
 - v. release; or
 - vi. escape;
- of pollutants, including any solid, liquid, gaseous or thermal irritant or contaminant;
- c. related to settling, shrinking, bulging or expansion, including resultant cracking, of:
- i. walls;
 - ii. floors;
 - iii. roofs; or
 - iv. ceilings;
- d. scorching, marring, scratching, or breakage of internal equipment or furnishings; caused by freezing of:
- i. plumbing;
 - ii. heating;
 - iii. air conditioning; or
 - iv. a cooking or washing appliance;
- e. caused by:
- i. discharge ;
 - ii. leakage; or
 - iii. overflow ;
- of any fluid, gas, solid or any other substance from within a system or appliance contained within the **trailer or mounted camper**; or
- f. caused by birds, vermin, rodents, insects or other animals, other than a contact **loss** covered under Other Than Collision Coverage.

- 22.** Sustained to any awning or cabana attached to or **used** with a **trailer or mounted camper**.
- 23.** To any **mounted camper** that is not listed on this policy.
- 24.** To **additional equipment and custom parts** on or in a **trailer or mounted camper**.
- 25.** That occurs while a **trailer or mounted camper** is being **used** as a primary residence.
- 26.** To any **auto, trailer or mounted camper** if the **insured** driver is found to have a blood alcohol content (BAC) of .08 or higher at the time of the **accident** .

REPLACEMENT GLASS

1. **We** have no duty to pay the actual cash value of window glass or to replace window glass after a **loss if you** agree to have the window glass repaired at **our** expense with no deductible.

2. **We** have no duty to pay for or replace any insignia, stickers, decals, logo, trademark or decorative markings on windshields or other glass that is replaced.

LIMITS OF LIABILITY

1. The limit of liability for **loss** to a **covered auto, non-owned auto, trailer, or mounted camper** is the lowest of:
 - a. the actual cash value of the stolen or damaged property at the time of the **loss**, reduced by the applicable deductible shown on the **declarations page**, and by its salvage value if **we** allow **you** or the **owner** to retain the salvage;
 - b. the amount necessary to replace the stolen or damaged property, reduced by the applicable deductible shown on the **declarations page** and by its salvage value if **we** allow **you** or the **owner** to retain the salvage;
 - c. the amount necessary to repair the damaged property to its **pre-loss** condition, reduced by the applicable deductible shown on the **declarations page**; or
 - d. any applicable limits of liability or Stated Amount Coverage shown on the **declarations page**, reduced by its salvage value if **we** allow **you** or the **owner** to retain the salvage.
2. However, if the **loss** is to a **trailer**:
 - a. the most **we** will pay for **loss** to a **trailer** that is shown on the **declarations page** is the limit of liability shown on the **declarations page** for the **trailer** sustaining the **loss**; and
 - b. the most **we** will pay for **loss** to any other **trailer** is \$500.
3. Payments for **loss** covered under Collision Coverage, Other Than Collision Coverage, and Additional Equipment and Custom Parts Coverage are subject to the following provisions:
 - a. If coverage applies to a **non-owned auto**, **we** will provide the broadest coverage applicable to any **auto** shown on the **declarations page**. However, the highest deductible on any **covered auto** shall apply.
 - b. If Stated Amount Coverage is elected by **you** for a **covered auto**, the stated amount is the most **we** will pay for all **loss** to the **covered auto**, including its **additional equipment and custom parts**.
 - c. An adjustment for depreciation or physical condition, which may also be referred to as betterment, wear and tear, or prior damage, will be made in determining the limits of liability. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible is:
 - i. the value relating to the increase in useful life of replaced parts that have a limited useful life; and
 - ii. the measurable increase in market value resulting from the repair of prior damage or poor condition of the **auto**.
 - d. In determining the amount necessary to repair damaged property to its **pre-loss** condition, the amount to be paid by **us**:
 - i. shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment, as reasonably determined by **us**.
 - ii. Will be based on the cost of repair or replacement parts and equipment which may be new, reconditioned, remanufactured, or used, including, but not limited to:
 - a. original manufacturer parts or equipment; and
 - b. non-original manufacturer parts or equipment.

- e. The actual cash value is determined by the market value, age and condition of the **auto, trailer or mounted camper** at the time the **loss** occurs.
 - f. No one will be entitled to duplicate payments for any elements of damages under this policy or any other source. The amount **we** will pay for **loss** to an **auto** under this part will be reduced by any amount **we** have paid for that **loss** under Part A or Part C.
4. If more than one **auto, trailer, or mounted camper** is shown on the **declarations page**, coverage will be provided as specified on the **declarations page** as to each **auto, trailer, or mounted camper**.
 5. No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

RENTAL REIMBURSEMENT COVERAGE

1. Subject to the limits of liability, if **you** pay the premium for Rental Reimbursement Coverage, we will reimburse rental charges incurred when **you** rent an **auto** from a rental agency or **auto** repair shop due to a **loss**:
 - a. to a **covered auto** for which Rental Reimbursement Coverage has been purchased; and
 - b. for which Other Than Collision Coverage or Collision Coverage applies.
2. **Our** limits of liability are the amount per day and the total amount per **accident** shown on the **declarations page**.
3. If Rental Reimbursement Coverage applies, no other coverage under this policy for rental expenses shall apply.
4. Rental charges will be reimbursed beginning:
 - a. when the **covered auto** cannot be driven due to a **loss**; or
 - b. if the **covered auto** can be driven, when **you** deliver the **covered auto** to an **auto** repair shop for repairs due to the **loss**;
 and ending the earliest of when the **covered auto** has been:
 - a. returned to **you**;
 - b. repaired; or
 - c. if the **covered auto** is deemed by **us** to be a **total loss**, 72 hours after **we** make an offer to pay the applicable limit of liability under Part D.
5. **Our** payment will end after a period of time reasonably required to repair the **auto**. **You** must provide **us** written proof of **your** rental charges. Duplicate recovery for any expense or charge is not permitted under this policy.

LOAN/LEASE COVERAGE

Subject to the limits of liability, if **you** pay the premium for Loan/Lease Coverage, **we** will pay, up to 25% of the actual cash value of a **covered auto**, the unpaid amount due on the lease or loan for a **covered auto** due to a **total loss**:

- a. to a **covered auto** for which Loan/Lease Coverage has been purchased; and
- b. for which Other Than Collision Coverage or Collision Coverage applies.

Less the amount paid under Collision Coverage, Other Than Collision Coverage and/or Additional Equipment and Custom Parts Coverage; and any

- i. overdue lease/loan payments at the time of the **loss**;
- ii. financial penalties imposed under a lease for excessive **use**, abnormal wear and tear or high mileage;
- iii. security deposits not refunded by a lessor;

- iv. costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease;
- v. carry-over balances from previous loans or leases; and
- vi. any other amounts included in the lease/loan agreement that were not directly for the purchase of the **covered auto** to which this coverage applies.

PAYMENT OF LOSS

At **our** expense, **we** may return any recovered stolen property to **you** or to the address shown on the **declarations page**, with payment for any damage resulting from the theft. **We** may keep all or part of the property at the agreed or appraised value. **We** may settle any **loss** with **you** or the **owner** or lienholder of the property.

NO BENEFIT TO BAILEE

Coverage under Part D will not directly or indirectly benefit any carrier or a bailee for hire.

LIENHOLDER - LOSS PAYEE AGREEMENT

1. Payment under Part D for a **total loss** to a **covered auto, trailer, or mounted camper** will be made as **your** interest, and the interest of any Loss Payee or lienholder shown on the **declarations page** or designated by **you**, appear.
2. Payment may be made to **you** and the Loss Payee or Lienholder, jointly or separately, at **our** discretion.
3. **We** may make payment for a partial **loss** covered under Part D directly to the repair facility with **your** consent.
4. **We** will be subrogated to the Loss Payee or lienholder's rights of recovery to the extent of **our** payment to the Loss Payee or lienholder.

OTHER INSURANCE

If there is other applicable 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 of liability. However, any insurance that **we** provide:

1. for **your covered auto** shall be excess to that of a person engaged in the **business** of repairing, servicing, parking or storing motor vehicles, if the **accident** occurs while the vehicle is being operated by that person or that person's employee or agent.
2. With respect to an **auto** other than a **covered auto**, or for a **trailer** that is not shown on the **declarations page**, shall be excess over any other collectible source of recovery including, but not limited to:
 - a. any coverage provided by the **owner** of the **non-owned auto**;
 - b. any other applicable physical damage insurance; or
 - c. any other source of recovery applicable to the **loss**.

APPRAISAL

If **we** cannot agree with **you** on the amount of a **loss**, then either **we** or **you** may demand an appraisal of the **loss**. If this demand is made, each party shall appoint a competent and impartial appraiser. The appraisers will determine the amount of **loss**. If they fail to agree, the disagreement will be submitted to a qualified and impartial umpire chosen by the appraisers. If the two appraisers are unable to agree upon an umpire within 15 days, either **we** or **you** may request that a judge of a court of record, in the county where **you** reside, select an umpire. The appraisers and umpire will determine the amount of **loss**. The amount of **loss** agreed to by both appraisers, or by

one appraiser and the umpire, will be binding. **You** will pay **your** appraiser's fees and expenses. **We** will pay **our** appraiser's fees and expenses. Payment of the umpire and the umpire's expenses of the appraisal will be shared equally between **us** and **you**. Each party will pay any other expenses it incurs, including any costs incurred for legal counsel, witnesses or experts. Neither party waives any rights under this policy by agreeing to an appraisal.

PART E - ROADSIDE ASSISTANCE COVERAGE

INSURING AGREEMENT

If **you** pay the premium for Roadside Assistance Coverage, **we** will pay for **our** authorized service representative to provide:

1. Towing of a **covered disabled auto** to the nearest qualified repair facility, to a maximum of 15 miles; and
2. Minor on-site labor on a **covered disabled auto** at the place of disablement, which is necessary due to a **covered emergency**.

ADDITIONAL DEFINITIONS

When used in Part E:

1. **"Covered disabled auto"** means a **covered auto** that becomes disabled due to a **covered emergency**.
2. **"Covered emergency"** means a disablement that is a result of:
 - a. mechanical or electrical breakdown;
 - b. battery failure;
 - c. insufficient supply of fuel, oil, water or other fluid;
 - d. flat tire;
 - e. lock-out; or
 - f. entrapment in snow, mud, water or sand.

EXCLUSIONS

THERE IS NO COVERAGE UNDER THIS PART E IF ONE OR MORE OF THE FOLLOWING EXCLUSIONS APPLY.

Coverage under Part E does not apply for:

1. any parts or replacement keys;
2. fluid , lubricants or fuel in excess of the amount required to get **the covered disabled auto** back on the road;
3. installation of any products or materials not related to the disablement;
4. labor or materials not related to the disablement of **the covered disabled auto** including work performed at a service station, garage or repair shop;
5. labor on a **covered disabled auto** for any time period in excess of sixty (60) minutes from time of dispatch per disablement;
6. tire repair or replacement;
7. any and all fines, vehicle storage charges, transportation or temporary living expenses;
8. towing or storage related to impoundment, abandonment, illegal parking or other violations of law or disablement that results from the use of intoxicants or narcotics ;
9. damage or disablement due to fire, flood or vandalism;
10. towing from a service station, garage or repair shop;
11. a second or any subsequent tow for a single disablement;
12. mounting or removing of snow tires or chains;

13. disablement that results from the willful acts or actions of the operator of a **covered disabled auto**;
14. disablement that is not the result of a **covered emergency**;
15. disablement service necessary as a result of a disabled **trailer** that is being towed by a covered vehicle; or
16. disablement that has occurred on roads not regularly maintained, such as sand beaches, open fields, and areas designated as not passable due to construction.

UNAUTHORIZED SERVICE PROVIDER

When service is rendered by a provider, other than **our** authorized service representative, **we** will only pay reasonable charges up to a \$50.00 maximum for:

1. Towing of a **covered disabled auto** to the nearest qualified repair facility; and
2. Labor on a **covered disabled auto** at the place of disablement which is necessary due to a **covered emergency**.

ADDITIONAL TERMS

We reserve the right to alter this Roadside Assistance Coverage upon renewal of **your** policy due to changes in **our** personal **auto** program and/or changes to **our** provider contracts. Notification of any change made to this coverage will be provided at least 60 days prior to **your** renewal date. This coverage applies only in the United States and Canada.

LIMITS OF LIABILITY

We have no liability for any service or expense not specified in **our** agreement with **our** authorized service representative. Any additional services or expense incurred at **your** request must be paid by **you**. If a **covered auto** is towed to any place other than the nearest qualified repair facility, or total mileage is in excess of 15 miles, **you** will be responsible for any additional mileage charges incurred. Coverage under this part shall be limited to 3 uses per calendar year per vehicle with this coverage.

YOUR DUTIES

WHAT YOU MUST DO IN CASE OF AN ACCIDENT OR LOSS

Coverage will not apply unless **you** have paid the required premium when due and there is full compliance with the duties stated in this policy.

1. Notify **us** as soon as practical If a person or **auto insured** by this policy is involved in an **accident or loss** for which this insurance may apply, report it to **us** within 24 hours or as soon as practical.
2. For coverage to apply under this policy, **you** or an **insured** person must promptly report each **accident or loss** even if an **insured** person is not at fault. **You** must provide **us** with the following **accident or loss** information as soon as it is available:
 - a. the time and place of the **accident or loss**;
 - b. all facts and circumstances, including the driving conditions, who was involved, and all injury, damage and witness information;
 - c. names and addresses of all persons involved; and
 - d. names and addresses of any injured persons and witnesses.
3. **You** or an **insured** person must also notify the police or civil authority within 24 hours or as soon as practical if:
 - a. **you** cannot identify the **owner** or operator of an **auto** involved in the **accident**; or
 - b. theft or vandalism has occurred.

4. A person claiming coverage must:
- a. cooperate with **us** in the investigation, settlement, and defense of any claim or lawsuit;
 - b. provide any written proof of **loss** and **bodily injury** **we** may reasonably require;
 - c. submit to medical exams and tests at **our** expense by physicians **we** select as often as **we** reasonably require;
 - d. allow **us** to take signed and recorded statements, including sworn statements and examinations under oath, and answer all questions **we** reasonably ask, as often as **we** may reasonably require;
 - e. provide **us** with all photographs and documents the person has related to the:
 - i. **loss**;
 - ii. **accident**;
 - iii. damages;
 - iv. bodily injuries;
 - f. promptly send **us** all legal papers and notices relating to any claim or lawsuit when received;
 - g. attend hearings and trials as **we** require;
 - h. take reasonable steps after a **loss** to protect the **covered auto, non-owned auto, or trailer** from further **loss**;
 - i. allow **us** to inspect, photograph and appraise any damaged **auto** and/or **trailer** before any repair or disposal;
 - j. authorize **us** to move the damaged **auto** and/or **trailer** to a storage facility of **our** choice at **our** expense;
 - k. provide **us** with signed authorization to obtain:
 - i. medical and other health care records;
 - ii. **business** records, including records of pertinent personal information;
 - iii. **accident** and claim records;
 - iv. earnings and wage **loss** information; and
 - v. any other records **we** reasonably require;
 - l. authorize **us** to obtain any information on any device installed in a **covered auto** if the device records information that **we** determine to be relevant to the facts of the **accident** or **loss** unless prohibited by law;
 - m. promptly notify **us** of all information pertaining to any other policy of insurance and self-insurance that may apply to a driver, vehicle, **trailer**, person or property involved in the **accident** or **loss**;
 - n. assume no obligation, make no payment and incur no expense with respect to any **bodily injury, property damage** or **loss** without **our** consent, except at that person's own cost without any obligation upon **us**; and
 - o. convey title to and possession of any damaged, destroyed, or stolen **auto** or other property if we pay, subject to any deductible, the actual cash value or the cost to replace it.

GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE

POLICY PERIOD

This policy applies only to **accidents** and **losses** that occur during the policy period shown on the **declarations page**.

POLICY TERRITORY

This policy applies only to **accidents** and **losses** that occur: within any state, territory, or possession of the United States of America; or any province or territory of Canada; or while a **covered auto** or **trailer** shown on the **declarations page** is being transported between their ports.

POLICY CHANGES

1. This policy, **your** insurance application (which is made a part of this policy), the **declarations page**, as amended, and endorsements to this policy issued by **us** contain all the agreements between **you** and **us**. Subject to the following, the policy terms may not be changed or waived except by endorsement issued by **us**.
2. The premium for each **auto** 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 and complete, and **you** will notify **us** if it changes during the policy period. If this information is incorrect, incomplete, or changes during the policy period, **we** may adjust **your** premium during the policy period, or take other appropriate action. To properly insure **your auto**, **you** must promptly notify **us** when:
 - a. **you** change **your** address;
 - b. any resident operators change;
 - c. **you** acquire an additional or replacement **auto**;
 - d. **you** or a **relative** get married or divorced;
 - e. **you** or a **relative** obtains a driver's license or has a driver's license suspended or revoked; or
 - f. **you** or a **relative** completes an approved safe driver course or becomes qualified for a discount.
3. Changes that may result in a premium adjustment are contained in **our** rates and rules. These include, but are not limited to, **you** or a **relative** obtaining a driver's license or operator's permit, or changes in:
 - a. the number, type, or **use** classification of **covered autos**;
 - b. operators **using covered autos**;
 - c. an operator's marital status;
 - d. the place of principal garaging of any **covered auto**;
 - e. coverage, deductibles, or limits of liability changes; or
 - f. rating territory or discount eligibility .

CONFORMITY WITH STATE LAW

1. Any provision of this policy that conflicts with a statute of the state shown in **our** records as **your** state of residence at the time **you** applied for this insurance shall be changed to conform to such law, and all remaining provisions shall remain unchanged.
2. Any disputes as to the coverages provided or the provisions of this policy shall be governed by the law of the state shown in **our** records as **your** state of residence at the time **you** applied for this insurance.

TRANSFER

1. This policy may not be transferred or assigned to another person without **our** written consent.
2. If the named **insured** dies, this policy will provide coverage, subject to all of the duties, limitations and other terms of this policy, until the end of the policy period for:
 - a. any surviving **spouse** if a resident in the same household as the named **insured** at the time of death; and

- b. the legal representative of the deceased named **insured**, but only with respect to the representative's legal duty to maintain or **use the covered auto**.

FRAUD OR MISREPRESENTATION

1. To determine **your** eligibility for coverage under this policy and to determine **your** premium, **we** relied upon the statements and representations **you** provided to **us**.
2. **We** may void this policy if, when applying for this policy, **you** or an **insured** person:
 - a. made incorrect or false statements or representations to **us** with regard to any material fact or circumstance that affects **our** acceptance of the risk **insured** by **us**; or
 - b. concealed or misrepresented any material fact or circumstance with the intent to deceive.
3. **We** may void this policy due to fraud, misrepresentation, or an incorrect statement of a material fact in the application, even after the occurrence of an **accident or loss**. This means that **we** will not be liable for any claims or damages that would otherwise be covered.
4. **We** may deny coverage for an **accident or loss** if **you** or an **insured** person have knowingly concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

PAYMENT OF PREMIUM

1. If **your** initial premium payment is by check, draft, or any remittance other than cash, coverage under this policy is conditioned upon the check, draft, or remittance being honored upon presentment to the bank or other financial institution. If the check, draft, or remittance is not honored upon presentment, this policy may, at **our** option, be deemed void from its inception. This means that **we** will not be liable under this policy for any claims or damages that would otherwise be covered if the check, draft, or remittance had been honored upon presentment.
2. **We** do not waive any of **our** rights if upon receipt of a premium payment after its due date **we** deposit **your** check so that **we** may issue any refund due and cancel the policy.

CANCELLATION

1. The named **insured** may cancel this policy by calling or writing **us**, and stating the future date that the named **insured** wishes the cancellation to be effective.
2. **We** may cancel this policy by:
 - a. mailing a notice of cancellation to the named **insured** shown on the **declarations page**, and any lien holder of record, at the last known address(es) appearing in **our** records; or
 - b. electronic delivery of a notice of cancellation to the named **insured** shown on the **declarations page**, and any lienholder of record.
3. If **we** cancel this policy at any time due to nonpayment of premium, notice of cancellation will be mailed or sent electronically at least 10 days before the effective date of cancellation.
4. If notice of cancellation is due to any reason other than nonpayment of premium, notice of cancellation will be mailed or sent electronically at least 10 days before the effective date of cancellation.
5. **We** may cancel this policy for any reason within the first 60 days of the initial policy period. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:
 - a. **you** do not pay the required premium for this policy when due;

- b. **you** have committed fraud, concealment or misrepresentation with respect to any material fact or circumstance in the procurement or renewal of this;
- c. **you** fail to disclose information needed for acceptance or proper rating of this policy;
- d. **you** request coverage for a person not listed on the original application and **we** find, within 60 days of **your** request, the person is an unacceptable risk;
- e. **you** filed, or participated in the filing of, a fraudulent or false claim under this policy;
- f. **your** driver's license or motor vehicle registration or the license or motor vehicle registration of:

- i. any driver who lives with **you**; or
- ii. any driver who customarily operates **your covered auto**:

has been denied, suspended or revoked during the policy period prior to the notice of cancellation or the existence of one or more grounds for such denial, suspension, or revocation has become known ;

- g. if **you** or:

- i. any driver who lives with **you**; or
- ii. any driver who customarily operates **your covered auto**:

is or becomes subject to epilepsy or heart attacks, and such individual does not produce a certificate from a physician testifying to that persons unqualified ability to safely operate a motor vehicle;

- h. if **you** or:

- i. any driver who lives with **you**; or
- ii. any driver who customarily operates **your covered auto**:

has been convicted of, or forfeited bail for, any of the following during the 36 months immediately preceding the notice of cancellation :

- a. a felony;
- b. criminal negligence in the operation of a motor vehicle resulting in homicide, death or assault;
- c. operating a motor vehicle while in an intoxicated condition or while under the influence of drugs;
- d. leaving the scene of an **accident** without reporting the **accident**;
- e. stealing or unlawfully taking a motor vehicle; or
- i. making a false statement in an application for a driver's license;
- j. if **you** or:

- i. any driver who lives with **you**; or
- ii. any driver who customarily **uses your covered auto**:

has been convicted of, or forfeited bail for 3 or more speeding or misdemeanor violations of the motor vehicle laws of any state within the 36 months immediately preceding the notice of cancellation, whether or not the violations were repetitions of the same offense or different offenses;

- k. **Your covered auto** is:

- i. an authorized emergency vehicle;
- ii. changed in shape or condition during the policy period so as to increase the risk substantially; or
- iii. subject to an inspection law and has not been inspected, or, if inspected has failed to qualify;

- l. **your** place of residence or the state of registration or license of a **covered auto** is changed to a state or country in which **we** do not accept applications for the insurance provided by this policy; or

- m. an **insured** person violates any of the terms or conditions of this policy.
- 6. With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **autos**.
- 7. If this policy is canceled, coverage will not be provided under this policy as of the effective date and time shown in the notice of cancellation.

CANCELLATION REFUND

- 1. Upon cancellation, **you** may be entitled to a premium refund. However, **our** making or offering of a refund is not a condition of cancellation.
- 2. If this policy is canceled, any refund due will be computed on a daily pro rata basis.

NONRENEWAL

- 1. **We** may non-renew this policy by:
 - a. mailing a notice of nonrenewal to the named **insured** shown on the **declarations page** at the last known address appearing in **our** records, or
 - b. electronic delivery of a notice of cancellation to the named **insured** shown on the **declarations page**, and any lienholder of record.
- 2. A notice of nonrenewal will be mailed or sent electronically at least 10 days in advance of the renewal effective date.
- 3. **We** will also maintain proof of mailing or electronic delivery as required by state law.
- 4. An exact and unaltered copy shall also be sent to the **insured's** broker, if known, or agent of record and to the mortgagee or lienholder at the last mailing address known by the **insured**.

PROOF OF NOTICE

Proof of mailing or electronic delivery of any notice will be sufficient proof of notice.

AUTOMATIC TERMINATION

- 1. Coverage for a **covered auto** shall terminate automatically when a person other than **you** or a **relative** becomes the **owner** of the **auto**. The termination will correspond with the time that possession or title is conveyed to the new **owner**.
- 2. Coverage for a **covered auto** shall terminate on the effective date of any other motor vehicle insurance policy covering that **auto** if permitted by law.
- 3. If **we** offer to renew **your** policy and **you** do not accept the offer by making payment when due, this policy will terminate at the end of the current policy period.
- 4. Other than Collision Coverage and Collision Coverage in excess of \$500 for **loss** to a **trailer** shown on the **declarations page** shall terminate automatically when a person other than **you** or a **relative** becomes the **owner** of the **trailer**.

COVERAGE CHANGES

If **we** make a change which broadens a coverage **you** have under **your** policy, without additional charge, **you** will receive the broadened coverage. The broadened coverage applies when **we** make the change effective in **your** state. This provision does not apply to a general program revision or **our** issuance of a subsequent edition of **your** policy.

LEGAL ACTION AGAINST US

- 1. **We** may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative**, or any other **insured** person following an **accident**, for an alleged breach of **our** obligations under this policy, must be commenced within the time

period set forth in the **bodily injury** statute of limitations in the laws of the state listed in **our** records as **your** principal address. However, this time limitation for the commencement of a lawsuit against **us**:

- a. will be tolled from the date an **insured** notifies **us** of the **loss** until the date **we** formally deny coverage in whole or in part; and
 - b. shall commence upon a judgment or settlement of any suit brought against the underinsured motorist with respect to a claim for Underinsured Motorist **Bodily Injury** Coverage benefits.
2. **We** may not be sued for payment under Part A - Liability to Others until the obligation of an **insured** person to pay is finally determined either by final judgment against that person or by written agreement of the **insured** person, the claimant, and **us**.
 3. No one will have any right to make **us** a party to a lawsuit to determine the liability of an **insured** person.
 4. If **we** retain salvage, **we** have no duty to preserve or otherwise retain the salvage for any purpose, including evidence for any civil or criminal proceeding.

OUR RIGHT TO APPEAL

If an **insured** or any other insurer does not appeal a judgment, any part of which could fall within coverage provided under this policy, **we** reserve the right to bring an appeal at **our** expense. **You** or an **insured** must give **us** timely notice of any judgment to which this may apply. **We** will not be liable for more than the applicable limit of liability under this policy plus the reasonable attorney fees and expenses incurred as a result of any appeal **we** file. This does not create any duty upon **us** to file an appeal.

OUR SUBROGATION RIGHTS

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:
 - a. Sign and deliver to **us** any legal papers relating to the damages and do whatever else is necessary to protect **our** rights; and
 - b. Do nothing after **loss** to prejudice **our** rights.
2. However, **we** may not assert rights of recovery against:
 - a. Any person who was **using** a **covered auto** with **your** express or implied permission, other than a bailee, under Part D; or
 - b. The **owner** or operator of an **uninsured** or **underinsured motor vehicle** if:
 - i. the **insured** under Part C provides **us** with written notice 30 days prior to entering into a settlement that an offer of settlement has been made by, or on behalf of, the **owner** or operator of an **uninsured** or **underinsured motor vehicle**, and **we** do not elect to pay to the **insured** an amount equal to the amount offered in full settlement by, or on behalf of, the **owner** or operator of the **uninsured** or **underinsured motor vehicle**; or
 - ii. we have consented, in writing, to a settlement between that **uninsured** or **underinsured motorist**, or its insurer, and an **insured**. An **insured** seeking benefits under Part C must give **us** at least 30 days' notice of any settlement offer and an opportunity to protect **our** rights.
3. If **we** seek recovery from a liable party, **we** shall be authorized by **you** to also seek recovery of any applicable deductible, and **you** agree to be bound by any settlement agreement

entered into by **us** with the liable party or the outcome of any arbitration **we** enter into for those sums.

4. If recovery is made by an **insured** person under this policy from a responsible person, entity, or organization without **our** written consent, the **insured** person's rights to payment under any affected coverage will no longer exist.

ABANDONMENT

There can be no abandonment to **us** of any **auto**.

TRANSFER OF TITLE

If **we** make a payment due to theft of an **auto** under Part D and **we** make a demand for title from the **owner** of that **auto**, the **owner** of that **auto** shall transfer that title to **us**.

JOINT AND INDIVIDUAL INTERESTS

If there is more than one named **insured** on this policy, any named **insured** may cancel or change this policy. The action of one named **insured** shall be binding on all persons provided coverage under this policy.

BANKRUPTCY

The bankruptcy or insolvency of a person **insured** under this policy will not relieve **us** of any obligations under this policy. If a certified copy of a judgment against a person **insured** under this policy is returned unsatisfied in any action brought by an injured person or his or her personal representative in case death results from the **accident** because of such insolvency or bankruptcy, then an action may be maintained by the injured person or his or her personal representative against **us** subject to all terms and conditions of this policy for the amount of the judgment in such action, not exceeding the limits of liability of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PERSONAL AUTO POLICY

TEXAS AMENDATORY ENDORSEMENT

Your policy is amended as follows:

I. GENERAL DEFINITIONS

A. Paragraph 5. is replaced by the following:

5. "**Covered auto**" means:

- a. any **owned auto** shown on the **declarations page**, unless **you** have asked **us** to delete that **auto** from the policy;
- b. any additional **auto** on the date **you** become the **owner** if:
 - i. **you** acquire the **auto** during the policy period shown on the **declarations page**; and
 - ii. If **we** provide coverage for an **auto you** acquire in addition to any **auto** shown on the **declarations page**, **we** will provide the broadest coverage **we** provide for any **auto** shown on the **declarations page**. **We** will provide that coverage for a period of 30 days after **you** become the **owner**. **We** will not provide coverage after this 30-day period, unless, within this period, **you** ask **us** to insure the additional **auto** and **we** agree to insure it; and
- c. Any replacement **auto** on the date **you** become the **owner** if:
 - i. **you** acquire the **auto** during the policy period shown on the **declarations page**;
 - ii. the **auto** that **you** acquire replaces one shown on the **declarations page**; and
 - iii. If the **auto** that **you** acquire replaces one shown on the **declarations page**, it will have the same coverage as the **auto** it replaces. **You** must ask **us** to insure a replacement **auto** within 30 days after **you** become the **owner** if **you** want to continue any coverage **you** had under Part D - Damage to an Auto. If the **auto** replaced did not have coverage under Part D - Damage to an Auto, **you** may add this coverage for the replacement **auto**.
- d. Any **temporary vehicle**;

- e. If **you** add any coverage to this policy or to any **auto**, or if **you** increase any of **your** limits, these changes to **your** policy will not become effective until after **you** ask **us** to add the coverage or increase **your** limits.

B. Paragraph 14. is replaced by the following:

14. "**Transportation Network Platform**" means an online-enabled application or digital network **used** to connect passengers with drivers **using** vehicles for the purposes of providing prearranged transportation services for compensation.

C. Paragraph 17. is replaced by the following:

17. "**You**" and "**Your**" mean:

- a. the person or persons shown as a named **insured** on the **declarations page**; and
- b. that named **insured's spouse** if the **spouse** is:
 2. a resident of the same household of the named **insured** during the policy period; or
 3. not a resident of the same household of the named **insured** during a period of separation in contemplation of divorce.

D. The following definitions are added:

"**Additional auto**" means an **auto** and any land motor vehicle of the private passenger automobile, pickup body, utility vehicle or van type with a gross vehicle weight rating of 25,000 pounds or less whose primary **use** is not the delivery or transportation of goods, materials or supplies, unless the delivery of the goods, materials, or supplies is not the primary **use** for which the vehicle is employed or the vehicle is **used** for farming or ranching, of which you become the **owner** during the policy period that does not permanently replace an **auto** shown on the **declarations page**, if:

- **you** notify us within 30 days of becoming the **owner** of the **additional auto**; and
- **you** pay any additional premium due.

An **additional auto** will have the broadest coverage we provide for any **auto** shown on the **declarations page**. If **you** ask **us** to insure an **additional auto** more than 30 days after you become the owner, any coverage we provide will begin at the time you request.

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

"**Repair facility**" means a person that engages in the business of servicing, repairing, or replacing a motor vehicle for consideration or in accordance with a warrant, service contract, or maintenance contract.

"**Temporary vehicle**" includes a vehicle that is loaned or provided to an insured by an automobile **repair facility** for the **insured 's use** while the **insured 's** vehicle is at the facility for service, repair, maintenance, or damage or to obtain an estimate and is:

- a. A private passenger automobile;
- b. A pickup, utility vehicle, or van with a gross vehicle weight of 14,000 pounds or less

- c. in the lawful possession of the **insured** or resident **relative** of the **insured**;
- d. not owned by the **insured**, any resident **relative** of the **insured**, or any other person residing in the **insured** 's household; and
- e. operated by or in the possession of the **insured** or resident **relative** of the **insured** until the vehicle is returned to the **repair facility**.

II. PART A – LIABILITY COVERAGE

A. Exclusion 1. is replaced by the following:

- 1. **Bodily injury** or **property damage** arising out of the ownership or **use** of an **auto** or **trailer**:
 - a. while being **used** to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products.
 - b. during any period **your covered auto** is **used** by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.
 - c. This exclusion does not apply to:
 - (1) shared-expense car pools;
 - (2) an **auto used** for farming or ranching;
 - (3) if the delivery of good, materials, or supplies is not the primary **use** of the **auto**
 - (4) a **temporary vehicle** that is:
 - a. a private passenger automobile;
 - b. a pickup, utility vehicle, or van with a gross vehicle weight of 14,000 pounds or less that is not primarily **used** for the delivery or transportation of goods, materials, or supplies, other than samples; or
 - c. **used** for farming or ranching

B. Exclusion 3. is replaced by the following:

- 3. Any liability assumed by an **insured** under any contract or agreement. This exclusion does not apply to a **temporary vehicle**.

C. Exclusion 8. is deleted.

D. Exclusion 13. is replaced by the following:

- 12. **Property damage** to any property:
 - a. **owned** by;
 - b. rented to,
 - c. **used** by;
 - d. transported by, or
 - e. in the care or charge of;

an **insured** or a person residing in **your** household. This exclusion does not apply to any temporary vehicle.

E. Exclusion 16. is replaced by the following:

15. **Bodily injury** or **property damage** arising out of the **use** of a **covered auto** while leased or rented to others. This exclusion does not apply:
- a. to the operation of a **covered auto** by **you** or a **relative**; or
 - b. if **you** or any **relative** lends a **covered auto** to another person for reimbursement of operating expenses only.

F. Exclusion 19. is replaced by the following:

18. **Bodily injury** or **property damage** that results from, or occurs in the course of, a criminal act or omission of an **insured**; provided that:
- a. the **insured** intended **bodily injury** or **property damage** to be the result of the criminal act or omission; or
 - b. **bodily injury** or **property damage** is so likely to result that intent may be inferred as a matter of law.

This exclusion does not apply to misdemeanor violations of the motor vehicle or traffic code.

G. Exclusion 20. is replaced by the following:

19. **Bodily injury** to **you** or a **relative**, except to the extent of the minimum limits of liability coverage required by Texas Transportation Code Chapter 601, entitled "Motor Vehicle Safety-Responsibility Act".

H. The following exclusion is added:

Property damage due to destruction or confiscation by governmental or civil authorities. This includes **property damage** due to any seizure of a **covered auto** under chapter 481, Texas Health and Safety Code, or federal Controlled Substances Act, 21 U.S.C. §801, et seq. if **you** are convicted in such a case.

I. The following is added to the **OTHER INSURANCE** provision

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

- III. PART B – MEDICAL PAYMENTS COVERAGE is deleted and replaced by the TEXAS PERSONAL INJURY PROTECTION COVERAGE ENDORSEMENT.
- IV. PART C- UNINSURED/UNDERINSURED MOTORIST COVERAGE is replaced by the TEXAS UNINSURED/UNDERINSURED MOTORIST COVERAGE ENDORSEMENT.
- V. PART D – DAMAGE TO AN AUTO

A. Paragraph 2. under INSURING AGREEMENT – ADDITIONAL EQUIPMENT AND CUSTOM PARTS is replaced by the following:

2. The limit of liability for **loss** to **additional equipment and custom parts** is the lowest of:
 - a. the actual cash value of such **additional equipment and custom parts**, reduced by the applicable deductible;
 - b. the amount necessary to repair such **additional equipment and custom parts**, reduced by deductible;
 - c. the amount necessary to replace such **additional equipment and custom parts**, reduced by Deductible; or
 - d. the limit shown on the **declarations page** for **additional equipment and custom parts**.

B. Paragraph 3. under INSURING AGREEMENT – ADDITIONAL EQUIPMENT AND CUSTOM PARTS is deleted.

C. Exclusion 1. is replaced by the following:

1. To any **auto, trailer or mounted camper** while being **used** to carry persons or property for compensation or a fee. This exclusion applies to, but is not limited to, the wholesale or retail delivery of goods, magazines, newspapers, food, or any other products. This exclusion does not apply to shared-expense car pools.

D. Exclusion 3. is replaced by the following:

3. To any **covered auto, trailer or mounted camper** while it is leased or rented to others. This exclusion does not apply if **you** or a **relative** lends a **covered auto** to another person for reimbursement of operating expenses only.

E. Exclusion 7. Is deleted.

F. Exclusion 10. is replaced by the following:

10. Due to damage, destruction or confiscation by governmental or civil authorities of any vehicle because **you** or any **relative** engaged in illegal activities. This includes loss due to or as a consequence of a seizure of any vehicle by federal or state law enforcement officers as evidence in a case against **you** under Chapter 481 of the Health and Safety Code, or under the federal Controlled Substances Act, if **you** are convicted in such a case.

G. The following is added to Exclusion 21.b.

This exclusion does not apply to fluids or materials necessary for the **use** of an **auto** or normal household maintenance

H. The following Exclusions are added:

1. Coverage under Part D does not apply to **loss** during any period **your covered auto** is **used** by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.
2. **Property damage** due to destruction or confiscation by governmental or civil authorities. This includes **property damage** due to any seizure of a **covered auto** under chapter 481, Texas Health and Safety Code, or federal Controlled Substances Act, 21 U.S.C. §801, et seq. if **you** are convicted in such a case.

I. The following is added to the **OTHER INSURANCE** provision:

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

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

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

J. Paragraph 3.c. under LIMITS OF LIABILITY is deleted.

K. Paragraph 3.d.i. under LIMITS OF LIABILITY is replaced by the following:

- i. shall not exceed the prevailing competitive labor rates charged in the area where the property is to be repaired, and the cost of repair or replacement parts and equipment.

VI. YOUR DUTIES

A. The following is added:

A parent or guardian may be present during any examination of a minor.

B. Provision 4.k. is replaced by the following:

- k. Provide **us** with signed authorization to obtain information pertinent to the claim:
 - i. medical and other health care records related to the **accident**;
 - ii. business and personal records, including records of pertinent personal information;
 - iii. **accident** and claim records;
 - iv. earnings and wage loss information except for federal tax returns unless:
 - the claimant is ordered to produce the tax returns by a court; or
 - the claim involves a fire **loss** or **loss** of profits or income;
 - v. all other records **we** reasonably request.

VII. GENERAL PROVISIONS APPLICABLE TO ALL COVERAGE

A. The FRAUD OR MISREPRESENTATION provision is replaced by the following:

FRAUD OR MISREPRESENTATION

1. To determine **your** eligibility for coverage under this policy and to determine **your** premium, **we** relied upon the statements and representations **you** provided to **us**.
2. If a misrepresentation, including a false statement, was made in the application for this policy, **we** may void this policy, including after the occurrence of an **accident** or **loss**, if it is shown at trial that the matter misrepresented:
 - a. was material to the risk; or
 - b. contributed to the contingency or event on which the policy became due and payable.
3. **We** may deny coverage for an **accident** or **loss** if an **insured** person or other person seeking coverage has 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 that the misrepresentation:
 - a. was fraudulently made;
 - b. misrepresented a fact material to the question of **our** liability under the policy; and
 - c. misled **us** and caused **us** to waive or lose a valid defense to the policy.

B. The **CANCELLATION** provision is replaced by the following:

CANCELLATION

1. The named **insured** may cancel this policy by calling or writing to **us** and stating the future date that the named **insured** wishes the cancellation to be effective.
2. **We** may cancel this policy by:
 - a. mailing a notice of cancellation to the named **insured** shown on the **declarations page**, and any lien holder of record, at the last known address(es) appearing in **our** records; or
 - b. electronic delivery of a notice of cancellation to the named **insured** shown on the **declarations page**, and any lienholder of record.
3. If **we** cancel this policy, notice of cancellation will be mailed to you at the address shown on the declarations page or sent electronically at least 10 days before the effective date of cancellation. If the notice of cancellation is mailed, proof of mailing of any notice shall be sufficient proof of notice. Mailing is equivalent to delivery.
4. **We** may cancel this policy for any reason within the first 59 days of the initial policy period. After this policy has been in effect for 60 days or more, or if this is a renewal or continuation policy, **we** may only cancel for one or more of the following reasons:
 - a. **you** do not pay the required premium for this policy when due;
 - b. **you** filed a fraudulent claim under this policy; or
 - c. **your** driver's license or motor vehicle registration or the license or motor vehicle registration of:
 - i. any driver who lives with **you**; or
 - ii. any driver who customarily operates **your covered auto**;
has been suspended or revoked during the policy period prior to the notice of cancellation or the existence of one or more grounds for such suspension, or revocation has become known; or

- d. the Texas Department of Insurance determines that continuation of this policy would result in a violation of the Insurance Code or any other law governing the business of insurance in Texas.
5. **We** may not cancel based solely on the fact that **you** are an elected official.
6. With respect to cancellation, this policy is neither severable nor divisible. Any cancellation will be effective for all coverage for all persons and all **autos**.
7. If this policy is canceled, coverage will not be provided under this policy as of the effective date and time shown in the notice of cancellation.

C. Paragraph 2. of the CANCELLATION REFUND provision is replaced by the following:

2. If this policy is canceled, any refund due will be computed on a daily pro rata basis and mailed no later than 15 days after the effective date of cancellation.

D. The NONRENEWAL provision is replaced by the following:

NONRENEWAL

1. **We** may non-renew this policy by:
 - a. mailing a notice of nonrenewal to the named **insured** shown on the **declarations page** at the last known address appearing in **our** records; or
 - b. electronic delivery of a notice of cancellation to the named **insured** shown on the **declarations page**, and any lienholder of record.
2. A notice of nonrenewal will be mailed or sent electronically at least 30 days in advance of the renewal effective date.
3. **We** will also maintain proof of mailing or electronic delivery as required by state law.
4. An exact and unaltered copy shall also be sent to the **insured's** broker, if known, or agent of record and to the mortgagee or lien holder at the address shown on the **declarations page** or made known to **us**.
5. **We** may not refuse to renew a policy based solely on age or the fact that **you** are an elected official.

E. Paragraph 1. of the LEGAL ACTION AGAINST US provision is replaced by the following:

1. **We** may not be sued unless there is full compliance with all the terms of this policy. Any lawsuit against **us** by **you**, a **relative**, or any other **insured** person following an **accident**, for an alleged breach of **our** obligations under this policy, must be commenced within 2 years and 1 day from the date the cause of action first accrues.

F. The following are added:

OUR DUTIES – PROMPT CLAIMS HANDLING

1. Within 15 days after **we** receive **your** written notice of claim, **we** must:
 - a. 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;
 - b. begin any investigation of the claim; and

- c. specify the information **you** must provide. **We** may request more information if during the investigation of the claim such additional information is necessary.
2. 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 **we** require more time for processing **your** claim, **we** must:
 - a. give the reason(s) for denying **your** claim; or
 - b. give the reason(s) **we** require more time to process **your** claim. **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 five **business days** after **we** notify **you**.
 - b. if payment of **your** claim or part of **your** claim requires the performance of an act by **you**, **we** must pay within five **business days** after the date **you** perform the act.
6. Notice of settlement of liability claim:
 - a. **we** will notify **you** in writing of any initial offer to compromise or settle a claim against **you** under the liability section of this policy. **We** will give **you** notice within 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.

SPECIAL PROVISIONS

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

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

MUTUALS – MEMBERSHIP AND VOTING NOTICE

The insured is notified that by virtue of this policy, he / she 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 office in Austin, Texas on the first Tuesday in March each year, at 10:00 A.M.

MUTUALS – PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY

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



Underwritten by Redpoint County Mutual Insurance Company

Elephant Auto Insurance
PO Box 5005
Glen Allen, VA 23058-5005
1-877-218-7865

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PERSONAL AUTO POLICY

TEXAS UNINSURED/UNDERINSURED MOTORIST COVERAGE

Part C - UNINSURED/UNDERINSURED MOTORIST COVERAGE is replaced by the following:

PART C - UNINSURED/UNDERINSURED MOTORIST COVERAGE

INSURING AGREEMENT—UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE

If you pay the premium for this coverage and it is shown on the **declarations page**, we will pay for damages, not exceeding the limits shown on the **declarations page**, that an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **bodily injury**:

1. sustained by an **insured**;
2. caused by an accident; and
3. arising out of the ownership, maintenance or **use** of an **uninsured motor vehicle**.

INSURING AGREEMENT—UNINSURED/UNDERINSURED MOTORIST PROPERTY DAMAGE COVERAGE

If you pay the premium for this coverage and it is shown on the **declarations page**, we will pay for damages, not exceeding the limits shown on the **declarations page**, that an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** due to **property damage** to a **covered auto**:

1. caused by an accident; and
2. arising out of the ownership, maintenance, or **use** of an **uninsured motor vehicle**.

If **we** and an **insured** do not agree as to whether a vehicle is actually uninsured or underinsured, the burden of proof as to that issue shall be on **us**.

Any judgment or settlement for damages against an owner or operator of an **uninsured motor vehicle** that arises out of a lawsuit brought without **our** written consent is not binding on **us**.

ADDITIONAL DEFINITIONS

When used in this Part C:

1. "**Insured**" means:
 - a. **you** or a **relative**;
 - b. any person while operating a **covered auto** with the permission of **you** or a **relative**;
 - c. any person **occupying**, but not operating, a **covered auto**; and
 - d. any person who is entitled to recover damages covered by this Part C because of **bodily injury** sustained by a person described in a., b. or c. above.
2. "**Property damage**" means physical damage to, or destruction or loss of **use** of:

- a. a **covered auto**;
 - b. any property owned by an **insured** and contained in the **covered auto** at the time of the accident; and
 - c. any property owned by **you** or a **relative** while contained in any **auto** not owned by, but being operated by, **you** or a **relative**.
3. “**Uninsured motor vehicle**” means a land motor vehicle or trailer of any type:
- a. to which no bodily injury liability bond or policy applies at the time of the accident;
 - b. to which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - (i) denies coverage; or
 - (ii) is or becomes insolvent;
 - c. to which a bodily injury liability bond or policy applies at the time of the accident, but its limit of liability for bodily injury is less than the minimum limit of liability for bodily injury specified by the financial responsibility law of the state in which the **covered auto** is principally garaged;
 - d. that is a hit-and-run vehicle whose owner or operator cannot be identified and which strikes:
 - (i) **you** or a **relative**;
 - (ii) a vehicle that **you** or a **relative** are **occupying**; or
 - (iii) a **covered auto**;
 provided that the **insured**, or someone on his or her behalf, reports the accident to the police or civil authority within 24 hours or as soon as practicable after the accident; or
 - e. that is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident, but its limit of liability either:
 - (i) is not enough to pay the full amount the **insured** is legally entitled to recover as damages; or
 - (ii) has been reduced by payment of claims to an amount which is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

An “**uninsured motor vehicle**” does not include any vehicle or equipment:

- a. **owned** by **you** or a **relative** or furnished or available for the regular **use** of **you** or a **relative**;
- b. **owned** or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer that is or becomes insolvent;
- c. **owned** by any governmental unit or agency this provision does not apply if:
 - (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
- d. operated on rails or crawler treads;
- e. designed mainly for **use** off public roads, while not on public roads;
- f. while located for **use** or being **used** as a residence or premises; or
- g. that is a **covered auto**.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART C.

Coverage under this Part C will not apply:

- 1. to **bodily injury** sustained by any person while **using** or **occupying**:

- a. a **covered auto** while it is being **used** to carry persons for compensation or a fee. This exclusion does not apply to shared-expense car pools;
 - (1) shared-expense car pools; or
 - (2) **you** or any **relative** unless the primary usage of the vehicle is to carry property for a fee;
 - b. a **covered auto** while it is being **used** to carry property for compensation or a fee. This does not apply to **you** or a **relative**, unless the primary usage of the **auto** is to carry property for compensation or a fee;
 - c. a **covered auto** while it is being **used** by an **insured** who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle;
 - d. a **covered auto** that is rented or leased to another. This exclusion does not apply if **you** or a **relative** lends **your covered auto** to another at no charge other than for reimbursement of operating expenses; or
 - e. a motor vehicle that is owned by or available for the regular **use** of **you** or a **relative**. This exclusion does not apply to a **covered auto** that is insured under this Part C coverage under this policy;
2. to **bodily injury** sustained by **you** or a **relative** while using any vehicle, other than a **covered auto**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle;
 3. directly or indirectly to benefit any insurer or self-insurer under any of the following or similar laws:
 - a. workers' compensation law; or
 - b. disability benefits law;
 4. to any punitive or exemplary damages;
 5. to any person for **bodily injury** or **property damage** resulting from an intentional act of that person;
 6. to **bodily injury** sustained by any person if that person or the legal representative of that person settles without **our** written consent;
 7. to **bodily injury** or **property damage** arising out of the ownership or **use** of an **auto** while being **used** to plow or remove snow for compensation or a fee;
 8. to **bodily injury** or **property damage** arising out of an **accident** involving a **covered auto** or **trailer** while being **used** by a person while employed or engaged in the **business** of:
 - a. selling;
 - b. leasing;
 - c. repairing;
 - d. parking;
 - e. storing;
 - f. servicing;
 - g. delivering; or
 - h. testing;

vehicles. This exclusion does not apply to **you** or a **relative** when the **bodily injury** or **property damage** arises out of such **business** operations that are conducted by someone other than **you** or a **relative**.
 9. to **bodily injury** or **property damage** resulting from participation in any racing, speed or demolition contest, stunting activity, or practice or preparation for any such contest or activity, whether prearranged or organized;
 10. to **bodily injury** or **property damage** for which insurance is afforded under a nuclear energy liability insurance contract;

11. to **bodily injury** resulting from the operation or **use** of an **auto**, other than a **covered auto**, **owned** by **you**, a **relative**, or a person who resides with **you**;
12. to **bodily injury** or **property damage** arising out of the ownership or **use** of an **auto** or **trailer** while it is parked and being **used**:
 - a. for commercial or **business** purposes;
 - b. as a residence or premises; or
 - c. as premises for an office, store or display purposes;
13. to **property damage**:
 - a. sustained while a **covered auto** is being **used** or driven by a person while employed or engaged in any **auto business**. However, this exclusion does not apply to **you** or a **relative**, or an agent or employee of **you** or a **relative**, when using a **covered auto**;
 - b. for which insurance:
 - (i) is afforded under a nuclear energy liability insurance contract; or
 - (ii) would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
14. to the first \$250 of **property damage** sustained by an **insured** as a result of any one accident.

LIMITS OF LIABILITY

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. **covered autos**;
3. **insureds**;
4. lawsuits brought;
5. vehicles involved in the accident; or
6. premiums paid.

If **your declarations page** shows a split limit:

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** and all claims of others arising from such **bodily injury**, including, but not limited to, bystander claims, 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.

If the **declarations page** shows that “combined single limit” or “CSL” applies, the amount shown is the most **we** will pay for the total of all damages resulting from any one accident. However, without changing this total limit of liability, **we** will comply with any law that requires **us** to provide any separate limits.

The damages recoverable under this Part C will be reduced by all sums:

1. paid or payable because of **bodily injury** by or on behalf of any persons or organizations that may be legally responsible for such **bodily injury**;
2. paid or payable under Part A—Liability Coverage; 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 or payable under Personal Injury Protection Coverage.

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

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

OTHER INSURANCE

If there is other applicable uninsured or underinsured motorist coverage, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limit of liability bears to the total of all available coverage limits. However, any insurance **we** provide with respect to an **auto you** do not own shall be excess over any other valid and collectible insurance. However, **we** will provide primary insurance for a **temporary vehicle**.

For any **property damage** to which the coverage under Part D—Damage To An 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.



Underwritten by Redpoint County Mutual Insurance Company

Elephant Auto Insurance
PO Box 5005
Glen Allen, VA 23058-5005

1-877-218-7865

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PERSONAL AUTO POLICY

TEXAS PERSONAL INJURY PROTECTION COVERAGE

PART B MEDICAL PAYMENTS COVERAGE is replaced by the following:

PART B-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**, because of **bodily injury**:

1. resulting from a motor vehicle accident; and
2. sustained by an **insured**.

Our payment will only be for losses or expenses incurred within three years of the accident. Personal Injury Protection Benefits consist of:

1. Reasonable expenses incurred for necessary medical and funeral services.
2. Eighty percent (80%) of an **insured's** loss of income from employment. This benefit applies only if, at the time of the accident, the **insured**:
 - a. was an income producer; and
 - b. was in an occupational status.

Benefits due to loss of income from employment do not apply to any loss after the **insured** dies.

Loss of income is the difference between:

- a. income which would have been earned had the **insured** 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 the accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the accident shall be used.
3. Reasonable expenses incurred for obtaining essential services. These services must replace those an **insured** would normally have performed:
 - a. without pay;
 - b. during the period of disability; and
 - c. for the care and maintenance of the family or household.

Essential service benefits apply only if, at the time of the accident, the **insured**:

- a. was not an income producer; and
- b. was not in an occupational status. Essential service benefits do not apply to any loss after the **insured** dies.

ADDITIONAL DEFINITION

When used in this Endorsement:

1. "**Insured**" means:
 - a. **you** or a **relative**;
 - (i) while **occupying**; or
 - (ii) when struck by;
a motor vehicle designed for use mainly on public roads or a trailer; and
 - b. any other person while **occupying** a **covered auto** with **your** permission.

EXCLUSIONS—READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS ENDORSEMENT.

We do not provide Personal Injury Protection Coverage for **bodily injury** sustained:

1. by any person in an accident caused intentionally by, or at the direction of, that person;
2. by any person while that person is committing a felony;
3. by any person while that person is attempting to elude arrest by a law enforcement official;
4. by any person while **occupying**, or when struck by, any motor vehicle, other than **your covered auto**, which is owned by **you** or a **relative**;
5. by a **relative** while **occupying**, or when struck by, any motor vehicle, other than **your covered auto**, which is owned by a **relative**; or
6. by any person while **occupying** or operating a **covered auto** while an **insured** is logged into a **transportation network platform**, whether or not a passenger is **occupying** the vehicle.

LIMITS OF LIABILITY

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

1. **insureds**;
2. claims made;
3. vehicles or premiums shown on the **declarations page**; or
4. vehicles involved in the accident.

If multiple auto policies issued 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

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 **we** provide with respect to an **auto you** do not own shall be excess over any other collectible Personal Injury Protection insurance. However, **we** will provide primary insurance for a **temporary vehicle**.

LOSS PAYMENTS

Benefits are payable under this Endorsement as follows:

1. Not more frequently than once every two weeks; and
2. Within 30 days after satisfactory proof of claim is received.

The section titled "Our Subrogation Rights" in the General Provisions Applicable to All Coverage portion of the policy 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** to whom such benefits are payable.



Underwritten by Redpoint County Mutual Insurance Company

Elephant Insurance Company
PO Box 5005
Glen Allen, VA 23058

SIGNATURE PAGE

In Witness Whereof, **we** have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by **our** authorized representative.

(signature)
Secretary

(signature)
President



Underwritten by Redpoint County Mutual Insurance Company

Elephant Insurance Company
PO Box 5005
Glen Allen, VA 23058

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PART D – DAMAGE TO AN AUTO

PET INJURY COVERAGE

INSURING AGREEMENT

If **your pet** sustains injury or death while inside a **covered auto** or **non-owned auto** at the time of a loss covered under Collision or Other than Collision coverage, **we** will provide:

1. up to \$1,000 for reasonable and customary veterinary fees incurred by **you** or a **relative** if **your pet** is injured in, or as a direct result of the covered **loss**; or
2. a \$1,000 death benefit if **your pet** dies in, or as a direct result of, the covered loss.

In the event of a covered **loss** due to the theft of a **covered auto** or **non-owned auto**, **we** will provide the death benefit provided **your pet** is inside that **auto** at the time of the theft and **your pet** is not recovered.

Our payment will only be for losses or expenses incurred within six months of the accident.

ADDITIONAL DEFINITION

When used in this Endorsement:

1. "**Your pet**" means any dog or cat owned by **you** or a **relative**.

LIMITS OF LIABILITY

The following additional Limits of Liability apply to Pet Injury Coverage:

1. The most **we** will pay for all damages in any one loss is a total of \$1,000 regardless of the number of dog or cats involved.
2. If **your pet** dies in, or as a direct result of, a covered loss, **we** will provide a death benefit of \$1,000, less any payment **we** made toward veterinary expenses for **your pet**.
3. There is no separate deductible required. However, the deductible under the applicable coverage, Collision or Other than Collision, must be met before payment can be issued.