

October 22, 2013

Bulletin 203

To: TAIPA Member Companies

**AMENDMENT TO TAIPA PERSONAL AUTO POLICY
EFFECTIVE JANUARY 1, 2014**

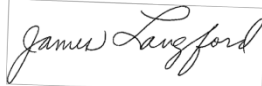
The Texas Department of Insurance (TDI) has approved a revised Personal Auto Policy for use with all personal automobile applications assigned through Texas Automobile Insurance Plan Association (TAIPA) effective January 1, 2014. The revised Personal Auto Policy can be found at <http://taipa.org/docs/bull/bull203.pdf>.

The Personal Auto Policy has been amended to comply with Texas House Bill 949, which changes the definition of a covered auto and the reporting requirements for additional and replacement vehicles.

Please remember that Commissioner's Bulletin B-0005-05 requires insurers to advise policyholders and producers if there are any changes in coverage for personal automobile insurance policy forms.

If you have any questions regarding this amendment, please contact TAIPA Customer Service toll-free at 866-321-9154 or by email at customer.service@taipa.org.

Sincerely,



James Langford, CPCU, AIM, ARP, ARe
Association Manager

TEXAS PERSONAL AUTO POLICY

FOR USE IN WRITING INSURANCE THROUGH TEXAS AUTOMOBILE INSURANCE PLAN ASSOCIATION

YOUR TEXAS PERSONAL AUTO POLICY – QUICK REFERENCE

DECLARATIONS PAGE

Name of Insurance Company
 Your Name and Address
 Your Auto or Trailer
 Policy Period
 Coverage and Amounts of Insurance

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TEXAS PERSONAL AUTO POLICY

AGREEMENT

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

DEFINITIONS

- A. Throughout this policy, “you” and “your” refer to:
1. The “named insured” shown in the Declarations, and
 2. The spouse if a resident of the same household.
- B. “We”, “us” and “our” refer to the company providing this insurance.
- C. For purposes of this policy, a private passenger type auto or pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least six months.
- Other words and phrases are defined. They are boldfaced when used.
- D. “**Family member**” means a person who is a resident of your household and related to you by blood, marriage or adoption. This definition includes a ward or foster child who is a resident of your household, and also includes your spouse even when not a resident of your household during a period of separation in contemplation of divorce.
- E. “**Occupying**” means in, upon, getting in, on, out or off.
- F. “**Trailer**” means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van.
- It also means a farm wagon or farm implement while towed by a vehicle listed in F.1. or F.2. above.
- G. “**Your covered auto**” means:
1. Any vehicle shown in the Declarations;
 2. I. Any of the following types of vehicles on the date you became the owner:
 - a. a private passenger automobile; or
 - b. a pickup, utility vehicle, or van with a gross vehicle weight of 25,000 pounds or less that is not used for the delivery or transportation of goods, materials, or supplies, other than samples, unless:
 - (A) the delivery of the goods, materials, or supplies is not the primary use for which the vehicle is employed; or
 - (B) the vehicle is used for farming or ranching.
 - II. Coverage under this section is required only for a vehicle that is acquired during the policy term.
 - a. Coverage under this section for a vehicle that replaces a covered vehicle shown in the Declarations for the policy must be the same as the coverage for the vehicle being replaced.
 - b. Coverage under this section for a vehicle that is acquired during the policy term in addition to the covered vehicles shown in the Declarations for the policy must be the broadest coverage provided under the policy for any covered vehicle shown in the Declarations and of which the insurer is notified on or before the 30th day after the date on which the insured becomes the owner of the vehicle
 3. Any **trailer** you own.
 4. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.
- H. “**Business day**” means a day other than a Saturday, Sunday or holiday recognized by the state of Texas.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for bodily injury or property damage for which any **covered person** becomes legally responsible because of an auto accident. Property damage includes loss of use of the damaged property. Damages include prejudgment interest awarded against the **covered person**. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted.
- B. “**Covered person**” as used in this Part means:
1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
 2. Any person using **your covered auto**.
 3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 4. For any auto or **trailer**, other than **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or **trailer**.

SUPPLEMENTARY PAYMENTS

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

1. Up to \$250 for the cost of bail bonds required because of an accident including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$50 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS

- A.** We do not provide Liability Coverage for any person:
1. Who intentionally causes bodily injury or property damage;
 2. For damage to property owned or being transported by that person;
 3. **I.** For damage to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of; that person.
 - II.** This exclusion (A.3.I.) does not apply to damage to:
 - a. a residence or private garage; or
 - b. any of the following type vehicles not owned by or furnished or available for the regular use of you or any **family member**:
 - (1) private passenger autos;
 - (2) **trailers**; or
 - (3) pickups or vans.

However, the exclusion 3.I. does apply to a loss due to or as a consequence of a seizure of an auto listed in 3.II.b. by a federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the Federal Controlled Substances Act if you are convicted in such case.
 4. For bodily injury to an employee of that person during the course of employment. This exclusion (A.4.) does not apply to bodily injury to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
 5. For that person's liability arising out of the ownership or operation of a vehicle while it is;
 - a. being used to carry persons for a fee; this does not apply to a share-the-expense car pool.
 - b. being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
 - c. rented or leased to another; this does not apply if you or any **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
 6. While employed or otherwise engaged in the business or occupation of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This exclusion (A.6.) does not apply to the ownership, maintenance or use of **your covered auto** by:

 1. you;
 2. any **family member**; or
 3. any partner, agent or employee of you or any **family member**.
 7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion A.6. This exclusion (A.7.) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup or van that is **your covered auto**; or
 - c. **trailer** used with a vehicle described in 7.a. or 7.b. above.
 8. Using a vehicle without a reasonable belief that that person is entitled to do so. This exclusion (8.) does not apply to you or any **family member** while using **your covered auto**.
 9. **I.** For bodily injury or property damage for which that person:
 - a. is an insured under a nuclear energy liability policy; or
 - b. would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
 - II.** A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - a. American Nuclear Insurers;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
- B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any motorized vehicle having fewer than four wheels;
 2. Any vehicle, other than **your covered auto**, which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
 3. **I.** Any vehicle, other than **your covered auto**, which is:
 - a. owned by any **family member**; or
 - b. furnished or available for the regular use of any **family member**.

II. However, this exclusion (B.3.) does not apply to your maintenance or use of any vehicle which is:

- a. owned by a **family member**; or
- b. furnished or available for the regular use of a **family member**.

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

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for "each person" for bodily injury liability is our maximum limit of liability for all damages for bodily injury sustained by any one person in any one auto accident. Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for bodily injury liability is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident. The limit of liability shown in the Declarations for "each accident" for property damage liability is our maximum limit of liability for all damages to all property resulting from any one auto accident. This is the most we will pay regardless of the number of:
- 1. **Covered persons**;
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the auto accident.
- B. Any payment under the Uninsured/Underinsured Motorists Coverage or the Personal Injury Protection Coverage of this policy to or for a **covered person** will reduce any amount that person is entitled to recover under this coverage.

OUT OF STATE COVERAGE

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

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

FINANCIAL RESPONSIBILITY REQUIRED

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

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any liability insurance we provide to a **covered person** for the maintenance or use of a vehicle you do not own shall be excess over any other applicable liability insurance.

PART B – PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

- A. We will pay Personal Injury Protection benefits because of bodily injury:
- 1. resulting from a motor vehicle accident; and
 - 2. sustained by a **covered person**.
- Our payment will only be for losses or expenses incurred within three years from the date of accident.
- B. Personal Injury Protection benefits consist of:
- 1. Reasonable expenses incurred for necessary medical and funeral services.
 - 2. I. Eighty percent of a **covered person's** loss of income from employment. These benefits apply only if, at the time of the accident, the **covered person**
 - a. was an income producer; and
 - b. was in an occupational status.These benefits do not apply to any loss after the **covered person** dies.
 - II. Loss of income is the difference between
 - a. income which would have been earned had the **covered person** not been injured; and
 - b. the amount of income actually received from employment during the disability.
 - III. If the income being earned as of the date of accident is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the accident shall be used.
 - 3. I. Reasonable expenses incurred for obtaining services. These services must replace those a **covered person** would normally have performed:
 - a. without pay;
 - b. during a period of disability; and
 - c. for the care and maintenance of the family or household.II. These benefits apply only if, at the time of the accident, the **covered person**:
 - a. was not an income producer; and
 - b. was not in an occupational status.These benefits do not apply to any loss after the **covered person** dies.
- C. "**Covered person**" as used in this Part means:
- 1. You or any **family member**:
 - a. while **occupying**; or
 - b. when struck by;
 - a motor vehicle designed for use mainly on public roads or a **trailer** of any type.
 - 2. Any other person while **occupying your covered auto** with your permission.

EXCLUSIONS	<p>We do not provide Personal Injury Protection Coverage for any person for bodily injury sustained:</p> <ol style="list-style-type: none"> 1. In an accident caused intentionally by that person. 2. By that person while in the commission of a felony. 3. By that person while attempting to elude arrest by a law enforcement official. 4. While occupying, or when struck by, any motor vehicle (other than your covered auto) which is owned by you. 5. By a family member while occupying, or when struck by any motor vehicle (other than your covered auto) which is owned by a family member.
LIMIT OF LIABILITY	<p>The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:</p> <ol style="list-style-type: none"> 1. Covered persons; 2. Claims made; 3. Vehicles or premiums shown in the Declarations; or 4. Vehicles involved in the accident.
OTHER INSURANCE	<p>If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection insurance.</p>
OTHER PROVISIONS	<p>A. Loss Payments. Benefits are payable:</p> <ol style="list-style-type: none"> 1. Not more frequently than every two weeks; and 2. Within 30 days after satisfactory proof of claim is received. <p>B. Modification. The General Provision part of this policy entitled "Our Right To Recover Payment" does not apply to this coverage.</p>
ASSIGNMENT OF BENEFITS	<p>Payments for medical expenses will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.</p>

PART C – UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT	<p>A. We will pay damages which a covered person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury sustained by a covered person, or property damage, caused by an accident. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle. Any judgment for damages arising out of a suit brought without our consent is not binding on us. If we and you do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue shall be on us.</p> <p>B. "Covered person" as used in this Part means:</p> <ol style="list-style-type: none"> 1. You or any family member; 2. Any other person occupying your covered auto; 3. Any person for damages that person is entitled to recover because of bodily injury to which this coverage applies sustained by a person described in B.1. or B.2. above. <p>C. "Property damage" as used in this Part means injury to, destruction of or loss of use of:</p> <ol style="list-style-type: none"> 1. Your covered auto, not including a temporary substitute auto. 2. Any property owned by a person listed in B.1. or B.2. of covered person while contained in your covered auto. 3. Any property owned by you or any family member while contained in any auto not owned, but being operated, by you or any family member. <p>D. I. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type,</p> <ol style="list-style-type: none"> 1. To which no liability bond or policy applies at the time of the accident, 2. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits: <ol style="list-style-type: none"> a. you or any family member; b. a vehicle which you or any family member are occupying; or c. your covered auto. 3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company: <ol style="list-style-type: none"> a. denies coverage; or b. is or becomes insolvent. 4. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident but its limit of liability either: <ol style="list-style-type: none"> a. is not enough to pay the full amount the covered person is legally entitled to recover as damages; or b. has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered person is legally entitled to recover as damages. <p>II. However, "uninsured motor vehicle" does not include any vehicle or equipment:</p> <ol style="list-style-type: none"> 1. Owned by or furnished or available for the regular use of you or any family member. 2. Owned or operated by a self-insurer under any applicable motor vehicle law. 3. Owned by any governmental body unless: <ol style="list-style-type: none"> a. the operator of the vehicle is uninsured; and b. there is no statute imposing liability for damage because of bodily injury or property damage on the governmental body for an amount not less than the limit of liability for this coverage.
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4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured/Underinsured Motorists Coverage for any person:
1. For bodily injury sustained while **occupying**, or when struck by, any motor vehicle or trailer of any type owned by you or any **family member** which is not insured for this coverage under this policy.
 2. If that person or the legal representative settles the claim without our written consent.
 3. When **your covered auto** is:
 - a. being used to carry persons for a fee; this does not apply to a share-the-expense car pool; or
 - b. being used to carry property for a fee; this does not apply to you or any **family member** unless the primary usage of the vehicle is to carry property for a fee; or
 - c. rented or leased to another; this does not apply if you or any **family member** lends **your covered auto** to another for reimbursement of operating expenses only.
 4. For the first \$250 of the amount of damage to the property of that person as the result of any one accident.
 5. Using a vehicle without a reasonable belief that the person is entitled to do so. This exclusion (A.5.) does not apply to you or any **family member** while using **your covered auto**.
 6. For bodily injury or **property damage** resulting from the intentional acts of that person.
- B.** This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any workers' compensation, disability benefits or similar law;
 2. Any insurer of property.

LIMIT OF LIABILITY

- A. 1.** The limit of liability shown in the Declarations for "each person" for bodily injury liability is our maximum limit of liability for all damages for bodily injury sustained by any one person in any one motor vehicle accident. Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for bodily injury liability is our maximum limit of liability for all damages for bodily injury resulting from any one motor vehicle accident. The limit of liability shown in the Declarations for "each accident" for **property damage** liability is our maximum limit of liability for all damages to all property resulting from any one motor vehicle accident. This is the most we will pay regardless of the number of:
- a. **Covered persons**;
 - b. Claims made;
 - c. Policies or bonds applicable;
 - d. Vehicles or premiums shown in the Declarations; or
 - e. Vehicles involved in the accident.
2. Subject to this maximum, our limit of liability will be the lesser of:
- a. The difference between the amount of a **covered person's** damages for bodily injury or **property damage** and the amount paid or payable to that **covered person** for such damages, by or on behalf of persons or organizations who may be legally responsible; and
 - b. The applicable limit of liability for this coverage.
- B.** In order to avoid insurance benefits payments in excess of actual damages sustained, subject only to the limits set out in the Declarations and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any workers' compensation law, disability benefits law, any similar law, auto medical expense coverage or Personal Injury Protection Coverage.
- C.** Any payment under this coverage to or for a **covered person** will reduce any amount that person is entitled to recover for the same damages under the Liability Coverage of this policy.

OTHER INSURANCE

- A.** If there is other applicable similar insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance.
- B.** For any **property damage** to which the Coverage for Damage to Your Auto of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:
1. Neither one by itself is sufficient to cover the loss;
 2. You pay the higher deductible amount (but you do not have to pay both deductibles); and
 3. You will not recover more than the actual damages.

PART D –DUTIES AFTER AN ACCIDENT OR LOSS**GENERAL DUTIES**

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

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

ADDITIONAL DUTIES FOR UNINSURED/UNDERINSURED MOTORISTS COVERAGE

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

PART E – GENERAL PROVISIONS

BANKRUPTCY	Bankruptcy or insolvency of the covered person shall not relieve us of any obligations under this policy.
CHANGES	<p>A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.</p> <p>B. If a change requires a premium adjustment, we will adjust the premium as of the effective date of change in accordance with rules prescribed by the Texas Automobile Insurance Plan Association. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:</p> <ul style="list-style-type: none"> 1. The number, type or use classification of the insured autos; 2. Operators using insured autos; 3. The place of principal garaging of insured autos; 4. Coverage or limits. <p>C. If this policy form is revised to provide more coverage without additional premium charge, we will automatically provide the additional coverage as of the date the revision is effective.</p>
LEGAL ACTION AGAINST US	<p>A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Liability Coverage, no legal action may be brought against us until:</p> <ul style="list-style-type: none"> 1. We agree in writing that the covered person has an obligation to pay; or 2. The amount of that obligation has been finally determined by judgment after trial. <p>B. No person or organization has any right under this policy to bring us into any action to determine the liability of a covered person.</p>
OUR RIGHT TO RECOVER PAYMENT	<p>A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:</p> <ul style="list-style-type: none"> 1. Whatever is necessary to enable us to exercise our rights; and 2. Nothing after loss to prejudice them. <p>(A release of the insurer of an underinsured motor vehicle does not prejudice our rights.)</p> <p>B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:</p> <ul style="list-style-type: none"> 1. Hold in trust for us the proceeds of the recovery; and 2. Reimburse us to the extent of our payment. (However, we may not claim the amount recovered from an insurer of any underinsured motor vehicle.)
POLICY PERIOD AND TERRITORY	<p>A. This policy applies only to accidents and losses which occur:</p> <ul style="list-style-type: none"> 1. During the policy period as shown in the Declarations; and 2. Within the policy territory. <p>B. The policy territory is:</p> <ul style="list-style-type: none"> 1. The United States of America, its territories or possessions;

2. Puerto Rico; or
3. Canada.

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

TERMINATION

A. Cancellation.

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

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing at least 10 days notice to the named insured shown in the Declarations at the address shown in the Declarations for the following reasons:
 - a. the insured is not, or ceases to be, eligible for insurance through Texas Automobile Insurance Plan Association;
 - b. there has been a loss of the insurer's reinsurance covering all or part of the risk covered by the policy or binder;
 - c. the insured has obtained the insurance through fraud;
 - d. the insured has failed after written notice to pay the insurer any premiums due under the policy; or
 - e. prior to the sixtieth day after assignment or renewal, the insured cannot be located by the insurer for purposes of its underwriting review, or fails to respond to at least two (2) written requests for pertinent underwriting information which would have a direct bearing on the rating of a policy;
 - f. if your drivers license or motor vehicle registration or that of;
 - (1) any driver that lives with you; or
 - (2) any driver that customarily uses **your covered auto** has been suspended or revoked. However, we will not cancel if you consent to the attachment of an endorsement eliminating coverage when **your covered auto** is being operated by the driver whose license has been suspended or revoked.
3. We may not cancel this policy based solely on the fact that you are an elected official.

Automatic Termination. If, at any time, you obtain other insurance on **your covered auto**, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

Other Termination Provisions.

1. Proof of mailing of any notice shall be sufficient proof of notice. We may deliver any notice instead of mailing it.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund promptly. The premium refund, if any, will be computed pro rata, subject to the policy minimum premium. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

B. Non-Renewal.

We will not renew this policy if:

1. You are not eligible for coverage in accordance with the rules of Texas Automobile Insurance Plan Association; or
2. Your three consecutive years' assignment to us will end as of the policy expiration date; or
3. Your policy was transferred to another insurer in accordance with the rules of the Texas Automobile Insurance Plan Association.

We will mail notice of non renewal to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A.

Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations.
2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

B.

Coverage will be provided until the end of the policy period.

NOTE: Refer to Personal Injury Protection Coverages for Assignment of Benefits.

TWO OR MORE AUTO POLICIES

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

**SUMMARY OF ENDORSEMENTS AVAILABLE FOR A POLICY ISSUED ON
RECEIPT OF TAIPA ASSIGNMENT.**

Required by Rule.

- 510AIP* Additional Insured-Lessor.
- 513AIP Federal Employees Using Autos in Government Business
- 514AIP Amphibious Auto or Amphibious Mobile Home Trailer etc.
- 542AIP Suspension of Insurance.
- 543AIP Reinstatement of Insurance.
- 571AIP Financial Responsibility Certification.
- 578AIP Named Non-Owner Coverage.
- 579AIP Named Operator-Government Employee.
- 583AIP* Miscellaneous Type Vehicle Endorsement.
- 586AIP Antique, Collectible or Special Interest Auto.

- Slightly Amended Language

Retained Endorsement-Optional – Required Under the Termination Part of the PAP

515AIP & TE9941A – Exclusion of Named Driver and Partial Rejection of Coverages.

510AIP. ADDITIONAL INSURED—LESSOR**SCHEDULE**

Insurance Company _____

Policy Number _____

Effective Date _____ Expiration Date _____

Named Insured _____

Address _____

Additional Insured (Lessor) _____

Description of **your leased auto**: _____**Coverages:**

Bodily Injury Liability \$ 20,000 each person \$ 40,000 each accident

Property Damage Liability \$ 15,000 each accident

Other _____

Any liability coverage provided by this policy for **your leased auto** also applies to the lessor named in this endorsement or in the Declarations page as an additional insured. This insurance is subject to the following additional provisions:

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

“Your leased auto” in this endorsement means:

1. an auto, shown in the Declarations or in this endorsement, which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor; and
2. any substitute or replacement auto furnished by the lessor named in this endorsement or in the Declarations page.

513AIP. FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

This endorsement forms a part of Policy No. _____ issued to _____,

By the _____ and is effective from _____
 (Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

The following are not a **covered person** under Liability Coverage of the policy:

1. The United States of America or any of its agencies.
2. Any person with respect to bodily injury or property damage resulting from the operation of an auto by that person as an employee of the United States Government if the provisions of Section 2679 of Title 28, United States Code (Federal Tort Claims Act), as amended, require the Attorney General of the United States to defend that person in any civil action or proceeding which may be brought for the bodily injury or property damage.

514AIP. AMPHIBIOUS AUTOMOBILE OR AMPHIBIOUS MOBILE HOME TRAILER EXCLUDED WHILE BEING LAUNCHED, BEACHED, OR USED ON WATER

This endorsement forms part of Policy No. _____ issued to _____.

By the _____ and is effective from _____
(Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

The policy does not apply to any amphibious auto or any amphibious mobile home trailer, including any property contained in or used with any such auto or trailer, while used on, while being launched into or while being beached from water.

515AIP. EXCLUSION OF NAMED DRIVER AND PARTIAL REJECTION OF COVERAGES

This endorsement forms part of Policy No. _____ issued to _____,

By the _____ and is effective from _____
(Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

WARNING

READ THIS ENDORSEMENT CAREFULLY!

This acknowledgment and rejection is applicable to all renewals issued by us.

However, we must provide a notice with each renewal as follows: "This policy contains a named driver exclusion."

You agree that none of the insurance coverages afforded by this policy shall apply while _____

(The Excluded Driver)

is operating **your covered auto** or any other motor vehicle. You further agree that this endorsement will also serve as a rejection of Uninsured/Underinsured Motorists Coverage and Personal Injury Protection Coverage while **your covered auto** or any other motor vehicle is operated by the excluded driver.

Acknowledged By _____
(Your Signature)

542AIP. SUSPENSION OF INSURANCE

Coverages and Autos Suspended

This endorsement forms part of Policy No. _____ issued to _____,

By the _____ and is effective from _____
 (Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

Coverages	(a) All Autos	(b) All of Your Covered Autos	(c) Autos Listed Below
Liability	()	()	()
Personal Injury Protection	()	()	()
Uninsured/Underinsured Motorists	()	()	()

Autos: _____

Except for the maintenance or testing of **your covered auto** on your property, this policy is suspended as of the effective date of this endorsement for the listed coverages and autos.

If coverage is suspended for at least thirty consecutive days, you will be entitled to a refund.

543AIP. REINSTATEMENT OF INSURANCE

This endorsement forms part of Policy No. _____ issued to _____.

By the _____ and is effective from _____
(Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

The coverages that were suspended are reinstated as you requested as of the effective date of this endorsement.

Return Premiums (if any)

\$ _____ Liability

\$ _____ Personal Injury Protection

\$ _____ Uninsured/Underinsured Motorists Bodily Injury

\$ _____ Uninsured/Underinsured Motorists Property Damage

**571AIP. FINANCIAL RESPONSIBILITY CERTIFICATION
(SR-22 Filings)**

This endorsement forms part of Policy No. _____ issued to _____.

By the _____ and is effective from _____
(Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

Premium Charge \$ _____

For the additional premium shown above or in the Declarations of the policy we certify this policy as proof of financial responsibility as required by the Texas Motor Vehicle Safety Responsibility Act. If this policy is cancelled or terminated, we will give written notice to the Texas Department of Public Safety in accordance with the provisions of the Texas Motor Vehicle Safety Responsibility Act prior to the date of such cancellation or termination.

578AIP. NAMED NON-OWNER COVERAGE

This endorsement forms part of Policy No. _____ issued to _____.

By the _____ and is effective from _____
 (Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

SCHEDULE

Named Non-Owner Special Vehicle Coverage as provided by this endorsement applies if a premium charge is shown below.

Premium \$ _____

I. DEFINITIONS

The Definitions Section is amended as follows:

A. The definition of "**your covered auto**" is replaced by the following:

"**Your covered auto**" means a motor vehicle designed for use mainly on public roads or a **trailer** of any type on the date you become the owner:

This provision applies only if you:

- a. acquire the vehicle during the policy period; and
- b. ask us to insure it within 30 days after you become the owner. The coverages will only apply for 30 days after you become the owner. Permanent coverage must be afforded under a separate policy.

This insurance does not apply if other insurance applies with respect to newly acquired autos or beyond the expiration date of this policy.

B. The definition of "**mobile equipment**" is added:

This insurance applies to liability for your use of any non-owned land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the owner of such vehicle including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle:

power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment which is an auto and not **mobile equipment**.

However, this insurance does not apply to liability arising out of the operation of any air compressors, sand blasting or other building surface cleaning machinery, vacuum cleaners (not street cleaners), welding apparatus, power cranes, ditch or trench diggers, loaders, drills, shovels, geophysical exploration equipment, oil well servicing equipment, tree or other spraying equipment and well drilling machinery attached to, mounted on or forming a part of such vehicle, whether such liability occurs in the course of such operation or subsequent thereto.

II. LIABILITY COVERAGE

Part A is amended as follows:

A. The definition of "**covered person**" is replaced by the following:

"**Covered person**" means:

1. You for the maintenance or use of any auto or **trailer** or **mobile equipment**.
2. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
3. For any auto or **trailer** or **mobile equipment**, other than **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of you for whom coverage is afforded under this Part. This provision applies only if the person or organization does not own or hire the auto or **trailer** or **mobile equipment**.

B. The Exclusions Section is amended as follows:

1. Exclusion A.3. is replaced by the following:

For damage to property:

- a. rented to;
- b. used by; or
- c. in the care of;

that person.

This exclusion does not apply to damage to a residence or private garage caused by an auto which is insured under this endorsement.

2. Exclusion A.5. is deleted.
3. Exclusions A.6. and A.7. are replaced by the following:

Maintaining or using any vehicle in the business or occupation of that person. This exclusion does not apply to an auto operated or occupied by you.

4. Exclusion B.1. is deleted.
5. Exclusion B.2. is replaced by the following:

Any vehicle, other than **your covered auto**, which is owned by you.

6. Exclusion B.3. is replaced by the following:

Any vehicle, other than **your covered auto**, which is owned by any **family member**. However, this exclusion does not apply to your maintenance or use of any vehicle which is owned by a **family member**.

C. The Out of State Coverage provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

III. UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Part C is amended as follows:

A. The definition of "**covered person**" is replaced by the following:

"**Covered person**" means:

1. You.
2. Any other person **occupying your covered auto**.
3. Any person for damages that person is entitled to recover because of bodily injury to which the coverage applies sustained by a person described in 1. or 2. above.

B. The definition of "**property damage**" is replaced by the following:

"**Property damage**" means injury to, destruction of or loss of use of:

1. **Your covered auto**, not including a temporary substitute auto.
2. Any property owned by a person listed in 1. or 2. of **covered person** while contained in **your covered auto**.
3. Any property owned by you while contained in any auto not owned, but being operated, by you.

C. The definition of "**uninsured motor vehicle**" is replaced by the following:

"**Uninsured motor vehicle**" means a land motor vehicle or **trailer** of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
 - a. you;
 - b. a vehicle which you are **occupying**; or
 - c. **your covered auto**.
3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent;
4. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies but its limit of liability:
 - a. is not enough to pay the full amount the **covered person** is legally entitled to recover as damages; or
 - b. has been reduced by the payment of claims to an amount which is not enough to pay the full amount the **covered person** is legally entitled to recover as damages.

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

1. Owned by or furnished or available for the regular use of you or any **family member**.
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental body unless:
 - a. the operator of the vehicle is uninsured; and
 - b. there is no statute imposing liability for damage because of bodily injury or **property damage** on the governmental body for an amount not less than the limit of liability for this coverage.

4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

579AIP. NAMED OPERATOR—GOVERNMENT EMPLOYEES

This endorsement forms part of Policy No. _____ issued to _____,

By the _____ and is effective from _____
 (Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

SCHEDULE

Named Non-Owner Special Vehicle Coverage as provided by this endorsement applies if a premium charge is shown below.

Premium \$ _____

I. DEFINITIONS

The Definitions Section is amended as follows:

A. The definition of “you” and “your” are replaced by the following:

“You” and “your” refers to the Named Insured shown in the Declarations who is an employee or officer of the federal, a state or a municipal government or any political subdivision.

B. The definition of “**your covered auto**” is replaced by the following:

“**Your covered auto**” means any **non-owned auto** of the following type while being operated or occupied by you:

- a. a private passenger auto; or
- b. pickup, panel truck or van; or
- c. a commercial truck; or
- d. any **trailer**.

C. The definition of “**non-owned auto**” is added:

“**Non-owned auto**” means an auto owned by or in the care, custody or control of the federal, a state or a municipal government or any political subdivision which is not owned by you or any **family member**.

D. The definition of “**mobile equipment**” is added:

This insurance applies to liability for your use of any non-owned land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the owner of such vehicle including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment which is an auto and not **mobile equipment**.

However, this insurance does not apply to liability arising out of the operation of any air compressors, sand blasting or other building surface cleaning machinery, vacuum cleaners (not street cleaners), welding apparatus, power cranes, ditch or trench diggers, loaders, drills, shovels, geophysical exploration equipment, oil well servicing equipment, tree or other spraying equipment and well drilling machinery attached to, mounted on or forming a part of such vehicle, whether such liability occurs in the course of such operation or subsequent thereto.

II. LIABILITY COVERAGE

Part A is amended as follows:

A. The definition of “**covered person**” is replaced by the following:

“**Covered person**” means:

You for the maintenance or use of **your covered auto** or **mobile equipment**.

B. The Exclusions Section is amended as follows:

1. Exclusion A.3. is replaced by the following:

For damage to property:

- a. rented to;
 - b. used by; or
 - c. in the care of;
- that person.

This exclusion does not apply to damage to a residence or private garage caused by an auto which is insured under this endorsement.

2. Exclusions A.6. and A.7. are replaced by the following:

Maintaining or using any vehicle in the business or occupation of that person. This exclusion does not apply to an auto operated or occupied by you.

3. Exclusion B.1. does not apply.

4. Exclusion B.2. is replaced by the following:

Any vehicle, other than **your covered auto**, which is owned by you.

5. Exclusion B.3. is replaced by the following:

Any vehicle, other than **your covered auto**, which is owned by any **family member**. However, this exclusion does not apply to your maintenance or use of any vehicle which is owned by a **family member**.

C. The Out of State Coverage provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for bodily injury or property damage higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

III. UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Part C is amended as follows:

A. The definition of “**covered person**” is replaced by the following:

“**Covered person**” means:

1. You while **occupying your covered auto**.
2. Any person for damages that person is entitled to recover because of bodily injury to which the coverage applies sustained by a person described in 1. above.

B. The definition of “**property damage**” is replaced by the following:

“**Property damage**” means injury to, destruction of or loss of use of any property owned by you while contained in **your covered auto**.

C. The definition of “**uninsured motor vehicle**” is replaced by the following:

“**Uninsured motor vehicle**” means a land motor vehicle or **trailer** of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. Which is a hit and run vehicle whose operator or owner cannot be identified and which hits:
 - a. you;
 - b. a vehicle which you are **occupying**; or
 - c. **your covered auto**.
3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent;
4. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies but its limit of liability:
 - a. is not enough to pay the full amount the **covered person** is legally entitled to recover as damages; or
 - b. has been reduced by the payment of claims to an amount which is not enough to pay the full amount the **covered person** is legally entitled to recover as damages.

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

1. Owned by or furnished or available for the regular use of you or any **family member**.
2. Owned or operated by a self-insurer under any applicable motor vehicle law.
3. Owned by any governmental body unless:
 - a. the operator of the vehicle is uninsured; and
 - b. there is no statute imposing liability for damage because of bodily injury or **property damage** on the governmental body for an amount not less than the limit of liability for this coverage.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

583AIP. MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

This endorsement forms part of Policy No. _____ issued to _____,

By the _____ and is effective from _____
 (Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

WARNING

IF THIS POLICY PROVIDES COVERAGE FOR A MOTORHOME THAT YOU OWN:

**IT DOES NOT PROVIDE LIABILITY COVERAGE WHILE THE MOTORHOME IS RENTED OR
 LEASED TO ANY ORGANIZATION, OR
 ANY PERSON OTHER THAN YOU OR A FAMILY MEMBER.**

The policy is amended in the following respects:

1. DEFINITIONS

For the purpose of the coverage provided by this endorsement:

"Miscellaneous Type Vehicle" means golfmobiles, pickup trucks used solely to transport camper bodies, motorhomes, motorcycles, motorscooters, motorbikes, all terrain vehicles and similar motor vehicles.

The following definitions are amended as shown below:

"Trailer" means a vehicle designed to be pulled by a:

1. private passenger auto;
2. pickup, panel truck or van; or
3. any **miscellaneous type vehicle** shown in the Declarations.

It also means a farm wagon or farm implement while towed by a vehicle listed above.

"Your covered auto" means:

1. any vehicle shown in the Declarations;
2. any of the following types of vehicles on the date you became the owner:
 - a. a private passenger auto;
 - b. a utility type vehicle, with a G.V.W. of 25,000 lbs. or less, of the pickup body, panel truck, van type and multi-use type, not used for the delivery or transportation of goods, materials or supplies other than samples; unless, (1) the delivery of goods, materials or supplies is not the primary usage of the vehicle, or (2) used for farming or ranching.
 - c. a **miscellaneous type vehicle** of the same type or kind as that shown in the Declarations.

This provision applies only if you:

- a. acquire the vehicle during the policy period; and
- b. notify us within 30 days after you become the owner.

If the vehicle you acquire replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced.

If the vehicle you acquire is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

3. Any **trailer** you own.
4. Any **miscellaneous type vehicle** (of the same type as that shown in the declarations) or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its
 - a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

II. PART A LIABILITY COVERAGE

Section A., Exclusions 3. and 7. are amended to read as follows:

- A. We do not provide Liability Coverage for any person:

3. For damage to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of; that person.

This exclusion does not apply to damages to:

- a. a residence or private garage; or
- b. any of the following type vehicles not owned by or furnished or available for the regular use of you or any

family

member:

- (1) private passenger autos;
- (2) **trailers**;
- (3) pickups, panel trucks or vans; or
- (4) any **miscellaneous type vehicle** of the same type shown in the Declarations.

7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation not described in Exclusion 6. This exclusion does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup, panel truck or van that you own;
 - c. any **miscellaneous type vehicle** of the same type shown in the Declarations;
 - d. **trailer** used with a vehicle described in a., b. or c. above.

Exclusion B.1. is replaced by the following:

Any motorized vehicle having less than four wheels. However, this exclusion does not apply to motorized vehicles having less than four wheels if it is insured for Liability coverage under this endorsement.

Exclusion B.4. is added to read as follows:

4. Any motorhome which is **your covered auto** while rented or leased to any organization, or any person other than you or a **family member**.

III. PART B--PERSONAL INJURY PROTECTION COVERAGE

Add Exclusion 6.

6. While any motorhome which is **your covered auto** is rented or leased to any organization, or any person.

This exclusion does not apply to:

- a. You or any **family member**.
- b. Any other person while **occupying your covered auto** during your or a **family member's** operation of the auto.

IV. PART C--UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Add Exclusions 7. and 8.

7. Sustained while **occupying** any motorhome which is **your covered auto** while it is rented or leased to any organization,
or
any person.

This exclusion does not apply to:

- a. You or any **family member**.
- b. Any other person while **occupying your covered auto** during your or a **family member's** operation of the auto.

8. We do not provide Uninsured/Underinsured Motorists Coverage for Property Damage:

Occurring while your motorhome is rented or leased to any organization, or any person.

This exclusion does not apply when you or any family member is operating the auto.

586AIP. ANTIQUE, COLLECTIBLE OR SPECIAL INTEREST AUTO

This endorsement forms part of Policy No. _____ issued to _____,

By the _____ and is effective from _____
(Name of Insurance Company) (12:01 A.M. Standard Time)

(The information above is required only when this endorsement is issued subsequent to preparation of the policy)

With respect to the antique, collectible or special interest **auto** described in the schedule of this endorsement or in the Declarations:

This policy applies only if the **auto** is used primarily for:

- a. exhibitions,
- b. club activities,
- c. parades; or
- d. other functions of public interest.

The **auto** may be used occasionally for other purposes including operation to and from the place of garaging or servicing.

Description of your covered auto _____
