

**LIQUEFIED PETROLEUM GAS LICENSEE
MOTOR VEHICLE ENDORSEMENT—TEXAS RAILROAD COMMISSION FORM**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective	Policy Number
Named Insured	

Declarations—The **auto** will be used in the State of Texas as authorized by the Railroad Commission of Texas.

It is understood that the policy to which this endorsement is attached is to be offered for filing by the above named **insured** with the Railroad Commission of Texas as a condition precedent to the privilege to operate as a liquefied petroleum gas licensee within the State of Texas under the authority of a permit or license heretofore issued, or which may hereafter be issued, and in compliance with the provisions of Article 6066d, Revised Statutes of Texas and amendments thereto, and this endorsement is attached for the purpose of making the provisions of the policy conform with the requirements of said laws.

As provided in said laws, this policy does not cover **bodily injury**, sickness or disease sustained by the servants, agents or employees of such liquefied petroleum gas licensee. Any provision, either in the body of the policy to which this endorsement is attached or in any other endorsement thereon or added thereto now or hereafter in conflict with or contrary to the provisions of this endorsement, shall be deemed to be canceled hereby. But it is further understood that this endorsement shall not affect the contract or relation existing under the policy to which this endorsement is attached, as between the named **insured** and the company, except as hereinafter stated.

The obligations and promises of this endorsement shall be effective only while the **auto** covered by this policy are being operated within the boundaries of the State of Texas. The coverage granted by this endorsement also applies to **auto**, trucks and trailers belonging to or under the direction of the named **insured** and not particularly identified in this policy, while the same are being used in the business of transporting liquefied petroleum gas for said licensee and coming within the terms of the statutes above referred to, and it is agreed that subject to the policy limits, this endorsement covers all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury**, sickness or disease, including death at any time resulting therefrom sustained by any person, other than the named **insured** or his employees, and injury to or destruction of property, other than the property of the named **insured**, occurring during the term of said policy through such operation of such trucks and trailers within the boundaries of the State of Texas. Neither the policy nor this endorsement covers injury to or destruction of property while in the possession of the named **insured** for the purpose of transportation.

It is agreed that in the event the named **insured** shall abandon his permit or certificate and leave the State, a claimant asserting a claim within the provisions of the policy to which this endorsement is attached may file **suit** against the company executing this policy in a court of competent jurisdiction without the necessity of making the named **insured** a party to said **suit**.

SECTION II—LIABILITY COVERAGE captioned WHO IS AN INSURED or the provision captioned "Insured" which appears in this policy, is hereby eliminated as respects the coverage provided by this endorsement, and it is agreed that this endorsement does not cover and shall not be construed to cover the liability of any person, firm or corporation, other than the named **insured**.

The named **insured** agrees to reimburse the company for any **loss**, including reasonable expenses, paid under any of the following conditions; provided demand therefor or the part of the company be made in writing within thirty (30) days after the payment of such claim is settled by agreement, otherwise, such demand to be made at the time of final payment: (a) Any **loss** which arises or results directly or indirectly from a violation of any of the provisions of the policy by the named **insured**; (b) Any **loss** involving any **auto** or **trailer** not described in the policy, or by endorsement attached thereto, which has been in operation for a period of more than thirty (30) days without an endorsement having been requested therefor.

It is further agreed that:

- (a) The company shall be permitted but not obligated to inspect the named **insured's** property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named **insured** or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation; and
- (b) The company may examine and audit the named **insured's** books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

This endorsement may not be canceled without giving notice in writing to the Liquefied Petroleum Gas Division of the Railroad Commission of Texas, Austin, Texas, stating when, not less than thirty (30) days thereafter, such cancellation shall become effective.