

INDIVIDUAL NAMED INSURED

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	

If you are an individual, the policy is changed as follows:

A. DEFINITIONS

1. The following words are changed for this endorsement:

The words you and your include your spouse if a resident of the same household except for notice of cancellation.

2. ADDITIONAL DEFINITIONS

a. **"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.

b. A **"private passenger auto"** means a four wheel motor vehicle other than a truck type.

c. **"Utility type auto"** means a utility type vehicle, with a G.V.W. of 25,000 lbs. or less, of the pickup body, sedan delivery, 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.

d. **"Miscellaneous type vehicles"** include golfmobiles, pickup trucks used solely to transport camper bodies, motorhomes, motorcycles, motorscooters, motorbikes, all terrain vehicles and similar motor vehicles not customarily used for business purposes, other than farming or ranching.

B. CHANGES IN LIABILITY COVERAGE

1. Exclusion B.5. does not apply to **bodily injury** to your or any **family member's** fellow employees.
2. The following exclusions are added:

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."

We do not provide coverage for **loss** due to or as a consequence of a seizure of an auto by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

3. PERSONAL AUTO COVERAGE

While any **auto** you own of the **private passenger, utility or miscellaneous type vehicle** is a covered **auto** under the LIABILITY COVERAGE:

(1)

- a. The following is added to WHO IS AN INSURED:
Family members are insureds for any covered **auto** you own of the **private passenger, utility or miscellaneous type vehicle** and any other **auto** described in paragraph B.3.b. of this endorsement.
- b. Any **auto** you don't own is a covered **auto** while being used by you or by any **family member** except:
- (1) Any **auto** owned by or furnished or available for the regular use of any **family members**, except while being used by you.
 - (2) Any **auto** furnished or available for your regular use.
 - (3) Any **auto** used by you or by any of your **family members** while working in a business of selling, servicing, repairing, or parking **autos**.
 - (4) Any **auto** other than an **auto** of the **private passenger, utility or miscellaneous type vehicle** used by you or by any of your **family members** while working in any other business or occupation.
- c. The exclusion relating to pollutants, irritants and contaminants and, if forming a part of the policy, the NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM), does not apply to any covered **auto** of the **private passenger, utility or miscellaneous type vehicle**.
- d. Exclusion B.6. does not apply to **property damage** to any **private passenger, utility or miscellaneous type vehicle** covered **auto** you don't own while being used by you or by any **family member** except:
- (1) Any **auto** owned by or furnished or available for the regular use of any **family member**.
 - (2) Any **auto** furnished or available for your or any **family member's** regular use.
 - (3) Any **auto** which you or any **family member** uses while working in a business of selling, servicing, repairing or parking **autos**.
- e. Exclusion B.2. does not apply to you or any **family member** for the operation or occupancy of a **private passenger auto, utility or miscellaneous type vehicle** not owned or furnished or available for the regular use of you or any **family member**, except while the vehicle is rented or leased to another, or being used to carry persons or property for a fee. The exclusion also does not apply to your or any **family member's** operation or occupancy of any other **auto** if such operation or occupancy is not for business purposes.

C. CHANGES IN CONDITIONS

The following Condition is added:

DEATH OF THE INDIVIDUAL NAMED INSURED

If you die

1. Your surviving spouse if a resident of the same household at the time of your death will continue as the named **insured** until the end of the policy.
2. Your legal representative will be the named **insured** but only while acting within the scope of his or her duties as such.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is changed to include the following:

However, our rights in this paragraph do not apply under Physical Damage Coverage against any person using your owned **private passenger, utility or miscellaneous type vehicle** with a reasonable belief that that person is entitled to do so.

We may not claim the amount recovered by you or any **family member** from an insurer of any underinsured motor vehicle.