

TEXAS PERSONAL AUTOMOBILE POLICY -- AMENDATORY ENDORSEMENT
TEMPORARY VEHICLE

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

In consideration for the premium received for this Endorsement, your Texas Personal Automobile Policy booklet (POLBK-TX-1010-1215) is modified in accordance with this Endorsement.

1. Your policy is amended by adding provision 30 under **PART A – DEFINITIONS**, as follows:

30. **Temporary vehicle** includes any **vehicle** that is loaned or provided to an insured by a **repair facility** for an **insured person**, a licensed operator residing in the insured's household, or a **resident relative's** use while the **named insured**, an **insured person**, a licensed operator residing in the **insured person's** household, or a **resident relative's vehicle** is at the **repair facility** for service, repair, maintenance, or damage, or to obtain an estimate and is:

a. in the lawful possession of an **insured person**, a licensed operator residing in the insured's household, or a **resident relative**;

b. not owned by an **insured person**, a **resident relative**, or any other person residing in **your** household; and

c. operated by or in the possession of an **insured person**, a licensed operator residing in the insured's household, or a **resident relative** until the **vehicle** is returned to the **repair facility**.

2. Your policy is amended by adding the following provision under the language in **Section 2 – Additional Definitions** in **PART B – LIABILITY TO OTHERS**, as follows:

When used in this Part B, while operating or in possession of a **temporary vehicle**, **insured person** or **insured persons** means the following individuals:

1. **You, your spouse**, a **resident relative** or an **authorized driver**, and a licensed operator residing in the household, with respect to an **accident** arising out of the maintenance or use of a **temporary vehicle**.

3. Your policy is amended by revising provision 1.b under **Section 4 – Exclusions** in **PART B – LIABILITY TO OTHERS**, as follows:

b. Used in the course of any **business**. However, this exclusion does not apply to a **temporary vehicle** that is: (i) a private passenger automobile; or (ii) 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, unless: (A) the delivery of the goods, materials, or supplies is not the primary use for which the **temporary vehicle** is employed; or (B) the **temporary vehicle** is used for farming or ranching.

4. Your policy is amended by adding provision 1.j under **Section 4 – Exclusions** in **PART B – LIABILITY TO OTHERS**, as follows:

Seized, impounded or confiscated by state, local or federal authorities pursuant to any state or federal criminal statute or regulation. This includes, but is not limited to, any drug or controlled substance statute or regulation.

5. Your policy is amended by revising provision 2 under **Section 4 – Exclusions** in **PART B – LIABILITY TO OTHERS**, as follows:

2. Liability an **insured person** assumes under any bailment, contract, or agreement. This exclusion does not apply to any bailment, contract, or agreement between an **insured person** or a **resident relative** and a **repair facility** for the use of a **temporary vehicle**.

6. Your policy is amended by revising provision 7 under **Section 4 – Exclusions** in **PART B – LIABILITY TO OTHERS**, as follows:

7. **Property damage** to property **owned** by, rented to, transported by or in the care, custody or control of an **insured person**, or a **resident relative**. This exclusion does not apply to a **temporary vehicle** or when a **covered vehicle** damages a rented residence or a garage situated on the same premises as the rented residence.

7. Your policy is amended by revising **Section 6 – Other Insurance** in **PART B – LIABILITY TO OTHERS**, as follows:

If there are other liability insurance policies or bonds applicable to the same **accident**, **we** will pay only **our** share of the **damages**. **Our** share is the proportion that **our** applicable Limit of Liability bears to the total of all applicable Limits of Liability. Any coverage **we** provide under this policy for any **auto** other than a **covered auto** is excess over any other applicable liability insurance, self-insurance or bond, however, any coverage we provide under this section for a **temporary vehicle** will be primary.

8. **PART J – TEMPORARY VEHICLE** is hereby added to your policy and your policy is amended as follows:

PART J – TEMPORARY VEHICLE

Section 1 – Insuring Agreement

The following coverage is subject to all of the provisions of this Part J – Temporary Vehicle, Part I – General Conditions, Part A – Definitions, and Part B – Liability to Others.

If **you** pay the premium for liability coverage afforded under Part B – Liability to Others, **we** will pay for **damages** and damage to a **temporary vehicle** which an **insured person**, a licensed operator residing in the household, or a **resident relative** becomes legally responsible as the result of an **accident**.

Section 2 – Additional Definitions

The following additional definitions apply to this **Part J**:

1. **Repair facility** means a person who rebuilds, repairs, or services a motor vehicle for consideration or under a warranty, service, or maintenance contract.
2. **Resident relative** means an individual who:
 - a. resides in the same household as **you**; and
 - b. is related to an **insured person** within the third degree of consanguinity or affinity as described by Chapter 573 of the Texas Government Code.

The following additional definition applies to provision 30 under **PART A – DEFINITIONS** and this **Part J**:

3. **Vehicle** means:
 - a. a private passenger automobile; or
 - b. a pickup, utility vehicle, or van with a gross vehicle weight of 14,000 pounds or less that is not used for the delivery or transportation of goods, materials, or supplies, other than samples, unless:
 - i. the delivery of the goods, materials, or supplies is not the primary use for which the **vehicle** is employed; or
 - ii. the **vehicle** is used for farming or ranching.

Except as expressly modified by this Endorsement, all other terms, limits and conditions of the policy remain unchanged.