



07/12/20

FRANCISCO BAERGA
24126 SPRING SUNSET DR
SPRING TX 77373-6372

03982 72 28

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IMPORTANT NOTICE

AVISO IMPORTANTE

Have a complaint or need help?

¿Tiene una queja o necesita ayuda?

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.

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.

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

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.

USAA General Indemnity Company

USAA General Indemnity Company

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

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

Call: 210-531-USAA (8722)
Toll-free: 1-800-531-USAA (8722)
Online: usaa.com
Mail: 9800 Fredericksburg Road,
San Antonio, Texas 78288

Llame: 210-531-USAA (8722)
Tel fono gratuito: 1-800-531-USAA (8722)
En línea: usaa.com
Dirección postal: 9800 Fredericksburg Road
San Antonio, TX 78288

The Texas Department of Insurance

El Departamento de Seguros de Texas

To get help with an insurance question, learn about your rights, or file a complaint with the state:

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

Call: 1-800-252-3439
Online: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091
Austin TX 78714-9091

Llame: 1-800-252-3439
En línea: www.tdi.texas.gov
Correo electrónico:
ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091
Austin TX 78714-9091

INSURANCE WEBSITE NOTICE

AVISO DEL SITIO WEB DE SEGUROS

To compare policies and prices

Para comparar pólizas y precios

Visit HelpInsure.com to compare prices and coverages on home and auto insurance policies. The website is a service of the Texas Department of Insurance and the Office of Public Insurance Counsel.

Visite HelpInsure.com para comparar precios y coberturas en pólizas de seguro para el hogar y automóvil. El sitio web es un servicio del Departamento de Seguros de Texas y de la Oficina del Asesor Público de Seguros (Office of Public Insurance Counsel, por su nombre en inglés).



AUTOMOBILE POLICY PACKET

FRANCISCO BAERGA
24126 SPRING SUNSET DR
SPRING TX 77373-6372

GIC 03982 72 28 7101 6

POLICY PERIOD: FROM JUL 12 2020 TO JAN 12 2021

IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Check your vehicle for a safety recall today! Visit www.usaa.com/autorecall to learn more.

We agree to make available to you an installment payment plan as described in Rule 14 of the Texas Automobile Rules and Rating Manual.

Thank you for enrolling for the Automatic Payment Plan option, which enables you to receive up to a 3% discount on your policy. For details, please review your Supplemental Information page.

The cost of your attached policy may include an assessment charge to reimburse USAA for funds paid to the Texas Volunteer Fire Department Assistance Fund. This assessment is imposed on USAA and other insurers in Texas to help volunteer fire departments with equipment and training expenses. The assessment charge is applied regardless of your location and whether your responding station is a paid or volunteer department. If applicable the assessment charge is shown on your Declarations page.

An Accident Report form is enclosed to assist you in the event you have an accident, your vehicle is disabled or you need a rental car. Please keep the form in your vehicle.

TEXTING & DRIVING ... It Can Wait! Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

To receive this document and others electronically, or manage your Auto Policy online, go to usaa.com.

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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AUTOMOBILE POLICY PACKET CONTINUED

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

FRANCISCO BAERGA
ALEJANDRINA BAERGA
24126 SPRING SUNSET DR
SPRING TX 77373-6372

FRANCISCO BAERGA
ALEJANDRINA BAERGA

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
03982 72 28G 7101 6	07/12/20	01/12/21

Vehicle Make/Model/Vehicle Identification Number	Year
TOYOTA RAV4 4D LE 2T3ZFREV3JW490980	2018

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

b a c k

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. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

Additional copies available at usaa.com.

CONTACT US: 210-531-USAA(8722)

OR 800-531-USAA

Automobile Insurance Identification Cards

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53TX1 Rev. 06-13

07/12/20

62882-0513_02

TEXAS LIABILITY INSURANCE CARD

Name and Address of Insured

FRANCISCO BAERGA
ALEJANDRINA BAERGA
24126 SPRING SUNSET DR
SPRING TX 77373-6372

FRANCISCO BAERGA
ALEJANDRINA BAERGA

Insurance Company

USAA GENERAL INDEMNITY COMPANY

Policy Number	Effective Date	Expiration Date
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Additional copies available at usaa.com.

CONTACT US: 210-531-USAA(8722)

OR 800-531-USAA



USAA GENERAL INDEMNITY COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288

TEXAS PERSONAL AUTO POLICY
DECLARATIONS

ADDL INFO ON NEXT PAGE MAIL MCH-M-I
NEW

State 01 Veh POLICY NUMBER
TX 400 Terr 03982 72 28G 7101 6
POLICY PERIOD: (12:01 A.M. standard time)
FROM JUL 12 2020 TO JAN 12 2021
OPERATORS
01 FRANCISCO BAERGA
02 ALEJANDRINA BAERGA

Named Insured and Address
FRANCISCO BAERGA
24126 SPRING SUNSET DR
SPRING TX 77373-6372

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE*, WORKSCHOOL. Row 1: 01, 18, TOYOTA, RAV4 4D LE, 4D, 5000, 2T3ZFREV3JW490980, P, [blank]

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Leisure
VEH 01 SPRING TX 77373-6372

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY, VEH 01 D=DED AMOUNT, 6-MONTH PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$. Rows include PART A - LIABILITY, PART B2 - PERSONAL INJURY PROTECTION, PART C - UM/UIM, PART D - PHYSICAL DAMAGE COVERAGE, and VEHICLE TOTAL PREMIUM.

TOTAL PREMIUM - SEE FOLLOWING PAGE(S)

LOSS PAYEE
VEH 01 TOYOTA MOTOR CREDIT CORP, ATLANTA GA

ENDORSEMENTS: ACCFOR(01) A200TX(01) A402TX(01) RSGPTX(01) 5100TX(03)
INFORMATION FORMS: AO250G(02) 22994(06) 40TX(01) IIRSGPTX(01) TXIMP92(01)
88356(01) 999TX(33) 663TX(05)

G3 1
01 RMM6800000

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on date this JULY 12, 2020

Isaac Johnson, Secretary
James Syring, President



USAA GENERAL INDEMNITY COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288

TEXAS PERSONAL AUTO POLICY
DECLARATIONS

State TX Veh Terr POLICY NUMBER 03982 72 28G 7101 6
POLICY PERIOD: (12:01 A.M. standard time)
FROM JUL 12 2020 TO JAN 12 2021

Named Insured and Address
FRANCISCO BAERGA
24126 SPRING SUNSET DR
SPRING TX 77373-6372

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE*, WORK/SCHOOL Miles One Way, Days Per Week

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Pleasure

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$, VEH D=DED AMOUNT, PREMIUM \$

6 MONTH PREMIUM \$ 766.85
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.
\$ 40.79 IS INCLUDED IN YOUR 6 MONTH PREMIUM FOR ACCIDENT FORGIVENESS.
MVCPA FEE 2.00
NOTICE: YOUR PAYMENT INCLUDES A \$4.00 FEE PER VEHICLE EACH YEAR.
THIS FEE HELPS FUND: (1) AUTO BURGLARY, THEFT AND FRAUD PREVENTION,
(2) CRIMINAL JUSTICE EFFORTS, AND (3) TRAUMA CARE AND EMERGENCY MEDICAL
SERVICES FOR VICTIMS OF ACCIDENTS DUE TO TRAFFIC OFFENSES. BY LAW,
THIS FEE FUNDS THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA).
NOTICE: AN ASSESSMENT OF \$ 0.31 IS PAYABLE IN ADDITION TO THE PREMIUM DUE
UNDER THIS POLICY. THIS ASSESSMENT WAS CREATED BY THE TEXAS LEGISLATURE
TO FUND THE RURAL VOLUNTEER FIRE DEPARTMENT ASSESSMENT PROGRAM.

Table with multiple columns for vehicle identification numbers

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date JULY 12, 2020

Isaac Johnson, Secretary
James Syring, President



SUPPLEMENTAL INFORMATION

FROM JUL 12 2020 TO JAN 12 2021

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 01

ANNUAL MILEAGE DISCOUNT	-\$	69.73
AUTOMATIC PAYMENT PLAN DISCOUNT	-\$	19.41
DAYTIME RUNNING LIGHTS DISCOUNT	-\$	5.12
NEW VEHICLE DISCOUNT	-\$	22.48
PARTICIPATION IN SAFE DRIVING	-\$	35.22
PASSIVE RESTRAINT DISCOUNT	-\$	4.06
PREMIER DRIVER LEVEL DISCOUNT	-\$	177.00

ACCIDENT FORGIVENESS

When a premium for Accident Forgiveness is shown on the Declarations:

1. If **you** or any **family member** shown as an operator on the Declarations:
 - a. Is involved in an at-fault accident that occurs after the effective date of this endorsement, **we** will waive any premium increase under this policy that would otherwise be applied for the first such at-fault accident.
 - b. Was involved in an at-fault accident forgiven in a policy written by **us** or one of **our** affiliates and such operator was removed from that policy and added to this policy without any gap in coverage, **we** will continue to forgive the accident on this policy for the remainder of the period of time the premium increase would have occurred under this policy if there are no other at-fault accidents for which premium is waived under this policy.

We will waive the premium increase for only one at-fault accident per policy period, regardless of the number of operators shown on the Declarations.

2. **We** will waive the premium increase for the at-fault accident in Section I for the period of time during which:
 - a. This endorsement is in effect; and
 - b. A premium increase for such at-fault accident would have otherwise applied to this policy.

The Accident Forgiveness Endorsement must remain in effect during any renewal period of this policy over the full accident forgiveness period for the premium increase waiver to remain in effect.

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AMENDMENT OF POLICY PROVISIONS - TEXAS

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

DEFINITIONS

The following definitions are added:

- Q. **"Repair facility"** means a person or entity that rebuilds, repairs, or services a motor vehicle for consideration or under a warranty, service, or maintenance contract.
- R. **"Temporary vehicle."**
1. **"Temporary vehicle"** includes a vehicle that is loaned or provided to an insured by an automobile **repair facility** for use while **your covered auto** is at the **repair facility** for service, repair, maintenance, or damage or to obtain an estimate and is:
 - a. In the lawful possession of the insured or any **family member**;
 - b. Not owned by **you**, any **family member**, or any other person residing in **your** household; and
 - c. Operated by or in the possession of the insured or any **family member** until the vehicle is returned to the **repair facility**.

PART A - LIABILITY COVERAGE

DEFINITIONS

The definition of **"Covered person"** is deleted in its entirety and replaced by the following:

"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. Any other person or organization, but only with respect to legal liability imposed on them for the acts or omissions of a person for whom coverage is afforded in 1. or 2. above. With respect to an auto or **trailer** other than **your covered auto**, this provision only applies if the other person or organization does not own or hire the auto or **trailer**.
4. **You**, any **family member**, or any licensed operator who resides in your household for the maintenance or use of a **temporary vehicle**.

The following are not **covered persons** under Part A:

1. The United States of America or any of its agencies.
2. Any person with respect to **BI** or **PD** resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the **BI** or **PD**.

EXCLUSIONS

Exclusion A.3. is deleted in its entirety and replaced by the following:

3. For **PD** to property rented to, used by, or in the care of any covered person. This exclusion (A.3.) does not apply to damage to:
 - a. A residence or garage; or
 - b. A **temporary vehicle**.

However, this exclusion does apply to a 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 a **covered person** under the Texas Controlled Substances Act or the federal Controlled Substances Act if the **covered person** is convicted in such case.

Exclusion A.7. is deleted in its entirety and replaced by the following:

7. Maintaining or using any vehicle while that person is employed or otherwise engaged in any business or occupation other than the **auto business**, farming or ranching. This exclusion (A.7.) does not apply:
 - a. To the maintenance or use of a private passenger auto; a pickup or **van** owned by **you** or a **family member**; or a **trailer** used with these vehicles;
 - b. To the maintenance or use of a pickup or **van** not owned by **you** or a **family member** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident; or
 - c. To maintenance or use of a **temporary vehicle**.

OTHER INSURANCE

The Other Insurance section is replaced in its entirety by the following:

- A. 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 insurance we provide to a covered person for a vehicle you do not own shall be excess over:

1. Any other applicable liability insurance; or
 2. Any qualified self-insurance or other permissible means of compliance with a state's financial responsibility law, compulsory liability insurance law, or any similar law.
- B. However, our coverage under this Part will be primary for a **temporary vehicle**, but only if the **temporary vehicle** is:
1. A private passenger auto; or
 2. 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:
 - 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.

AMENDATORY ENDORSEMENT - TEXAS

The coverage provided by this Endorsement is subject to all the provisions of the policy and amendments except as they are modified as follows.

PART D - PHYSICAL DAMAGE COVERAGE

INSURING AGREEMENT

Paragraph A. is replaced in its entirety by the following:

- A. Comprehensive Coverage (excluding **collision**).
1. Physical damage. **We** will pay for **loss** caused by other than **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations. The deductible will be waived for **loss** to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.
 2. Transportation expenses. **We** will also pay:
 - a. The reasonable amount for transportation expenses incurred by **you** or any **family member**, but no more than the cost of renting an Economy Class vehicle, as defined under Rental Reimbursement Coverage. This applies only in the event of a total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when **your covered auto** is returned to use or, if not recovered or not **repairable**, up to seven days after **we** have made a settlement offer.

- b. If Rental Reimbursement Coverage is afforded, the vehicle class for transportation expenses is the vehicle class shown on the Declarations for Rental Reimbursement for that vehicle.

Paragraph C. is replaced in its entirety by the following:

- C. Rental Reimbursement Coverage (for **loss** other than total theft).
1. **We** will reimburse **you** for expenses **you** or any **family member** incurs to rent a substitute for **your covered auto**. This coverage applies only if:
 - a. **Your covered auto** is withdrawn from use due to a **loss**, other than a total theft, to that auto; and
 - b. The **loss** is covered under Comprehensive Coverage or caused by **collision**, and the cause of **loss** is not otherwise excluded under Part D of this policy.
 2. **We** will reimburse **you** only for that period of time reasonably required to **repair** or replace **your covered auto**. If **we** determine **your covered auto** is a total loss, the rental period will end no later than seven days after **we** have made a settlement offer.

LIMIT OF LIABILITY

Paragraph A. of the Limit of Liability section is replaced in its entirety by the following:

- A. Total loss to **your covered auto**. Our limit of liability under Comprehensive Coverage and Collision Coverage is the **actual cash value** of the vehicle, inclusive of any **custom equipment**, and the cost to transfer or replace any equipment, furnishings or parts designed to assist disabled persons.
1. The maximum amount **we** will include for **loss to custom equipment** in or on **your covered auto** is \$5,000.
 2. **We** will declare **your covered auto** to be a total loss if the cost to **repair** it would be greater than its **actual cash value** minus its salvage value after the **loss**.
 3. If Car Replacement Assistance is shown on the Features Declarations for this **your covered auto**, **we** will pay an additional 20% of the **actual cash value** of the vehicle at the time of a total loss. This additional amount:
 - a. Is separate from the limit available for **loss to your covered auto** under Comprehensive Coverage or Collision Coverage; and
 - b. Is available if the total loss is paid:
 - (1) Under this policy's Comprehensive Coverage or Collision Coverage; or
 - (2) Because of the **PD** by or on behalf of persons or organizations who may be legally responsible.

However, Car Replacement Assistance does not apply to total loss to any **nonowned vehicle**.
- D. Under Rental Reimbursement Coverage, **our** maximum limit of liability is the reasonable amount necessary to reimburse **you** for expenses incurred to rent a vehicle in the applicable class shown on the Declarations:
1. Economy Class. For purposes of this endorsement, Economy Class means "mini," small or compact 2- and 4-door cars that are not considered sports or luxury vehicles and are not the station wagon type.
 2. Standard Class. For purposes of this endorsement, Standard Class means standard and full size 2- and 4-door cars that are not considered sports or luxury vehicles and are not the station wagon type.
 3. Multipassenger/Truck Class. For purposes of this endorsement, Multipassenger/Truck Class means:
 - a. Sports, convertible and luxury cars of any size;
 - b. Station wagons;
 - c. Minivans;
 - d. Mid-size cargo and passenger **vans**;
 - e. Pickup trucks; and
 - f. "Mini," small and midsize sport utility vehicles (SUVs) that are not considered luxury SUVs.
 4. Large SUV Class. For purposes of this endorsement, Large SUV Class means luxury SUVs of any size, large SUVs, any private passenger vehicle equipped to assist the disabled (when available) and large cargo or passenger **vans**.

Paragraph D. is replaced in its entirety by the following:

PART E - GENERAL PROVISIONS

OUR RIGHT TO RECOVER PAYMENT

The Our Right to Recover Payment section is amended to add the following:

Our rights in this section do not apply with respect to amounts paid in excess of the **actual cash value of your covered auto** because of Car Replacement Assistance.

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AMENDMENT OF POLICY PROVISIONS - RIDE SHARING ACTIVITY TEXAS

This Amendment forms a part of the auto policy to which it is attached, and it modifies that policy as follows:

Notwithstanding Paragraph 3. of the definition of **covered person** in Part A – Liability, **covered person** does not include any **Transportation Network Company**.

EXCLUSION

We do not provide coverage under this policy for accident or loss that occurs while any **covered person** is operating or **occupying** a vehicle engaged in **ride sharing activity** in conjunction with a **Transportation Network Company**. This exclusion does not apply to a share-the-expense car pool or to Part B2 – Personal Injury Protection.

This exclusion applies during the time the **covered person** is logged on to the **Transportation Network Company's** online-enabled application or platform and available to accept a passenger or delivery assignment, whether or not a passenger or delivery assignment has been accepted. When a passenger or delivery assignment has been accepted, coverage is excluded while the passenger or property to be delivered is **occupying your covered auto**.

However, if a premium for Ride Share Gap Protection is shown on the Declarations for **your covered auto**:

1. This exclusion does not apply with respect to that vehicle during the time when the **covered person** is logged on to the **Transportation Network Company's** online-enabled application or platform and available to accept a passenger or delivery assignment, but has not yet accepted a passenger or delivery assignment; and
2. Coverage under this policy will extend with respect to that vehicle during the time when the **covered person** is logged on to the

Transportation Network Company's online-enabled application or platform and available to accept a passenger or delivery assignment, but has not yet accepted a passenger or delivery assignment.

3. When a passenger or delivery assignment has been accepted, coverage will not extend while the passenger or property to be delivered is **occupying your covered auto**.

DEFINITIONS

The following definitions apply:

1. "**Ride sharing activity**" means use of **your covered auto** to provide prearranged transportation of persons or property in conjunction with a **Transportation Network Company**.
2. "**Transportation Network Company**" means a person or entity that provides prearranged transportation services for compensation using an online-enabled application or platform to connect clients with drivers who use their personal vehicles to provide the requested transportation. Examples of a **Transportation Network Company** include, but are not limited to Uber, SideCar and Lyft.

DUTIES

The following duties apply:

1. **You must notify us** if any **covered person** is participating in **ride sharing activity**.

2. For accident or loss that occurs while any **covered person** is operating a vehicle engaged in **ride sharing activity**, any person or entity seeking any coverage or payment of any benefits must cooperate with **us** to ensure **we** are provided with pertinent data regarding the loss, including the precise dates and times:
 - a. The **covered person** logged on and off the **Transportation Network Company's** online-enabled application or platform; and

- b. When a passenger or delivery assignment was accepted through such application or platform.

You must cooperate with **us** by executing an authorization to obtain the pertinent data and records regarding the loss, if such authorization is necessary for release of the data or records.

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USAA
 9800 Fredericksburg Road
 San Antonio, Texas 78288

TEXAS AUTO POLICY

READ YOUR POLICY, DECLARATIONS AND ENDORSEMENTS CAREFULLY

The automobile insurance contract between the named insured and the company shown on the Declarations page consists of this policy plus the Declarations page and any applicable endorsements. The Quick Reference section outlines essential information contained on the Declarations and the major parts of the policy.

The policy provides the coverages and amounts of insurance shown on the Declarations for which a premium is shown.

This is a participating policy. You are entitled to dividends as may be declared by the company's board of directors.

If this policy is issued by United Services Automobile Association ("USAA"), a reciprocal interinsurance exchange, the following apply:

- By purchasing this policy you are a member of USAA and are subject to its bylaws.
- This is a non-assessable policy. You are liable only for the amount of your premium as USAA has a free surplus in compliance with Article 19.03 of the Texas Insurance Code of 1951, as amended.
- The board of directors may annually allocate a portion of USAA's surplus to Subscriber's Accounts. Amounts allocated to such accounts remain a part of USAA's surplus and may be used as necessary to support the operations of the Association. A member shall have no right to any balance in the member's account except until following termination of membership, as provided in the bylaws.

QUICK REFERENCE

	DECLARATIONS PAGE
	Named Insured and Address Policy Period Operators Description of Vehicle(s) Coverages, Amounts of Insurance and Premiums Endorsements
Beginning on Page 3	Agreement and Definitions
Part A 4	Liability Coverage
	Definitions Insuring Agreement Bodily Injury Liability Coverage Property Damage Liability Coverage Limit of Liability Supplementary Payments Exclusions Out of State Coverage Other Insurance
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TEXAS AUTO POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages and limits of liability for which a premium is shown on the Declarations. However, the coverages or limits may be eliminated or reduced by a policy exclusion or other provision.

DEFINITIONS

The words defined below are used throughout this policy. They are in **boldface** when used.

- A. "**You**" and "**your**" refer to the "named insured" shown on the Declarations and spouse if a resident of the same household.
- B. "**We**," "**us**," and "**our**" refer to the company providing this insurance.
- C. "**Auto business**" means the business of altering, customizing, leasing, parking, repairing, road testing, delivering, selling, servicing, or storing vehicles.
- D. "**Bodily injury**" (referred to as **BI**).
1. "**Bodily injury**" means bodily harm, sickness, disease or death.
 2. "**Bodily injury**" does not include mental injuries such as emotional distress, mental anguish, humiliation, mental distress, or any similar injury unless it arises out of physical injury to some person.
- E. "**Business day**" means a day other than Saturday, Sunday or holiday recognized by the state of Texas.
- F. "**Driving contest or challenge**" includes, but is not limited to:
1. A competition against other people, vehicles, or time; or
 2. An activity that challenges the speed or handling characteristics of a vehicle or improves or demonstrates driving skills, provided the activity occurs on a track or course that is closed from non-participants.
- G. "**Family member**" means a person related to **you** by blood, marriage, or adoption who resides primarily in **your** household. This includes:
1. A ward or foster child.
 2. **Your** spouse even when not a resident of **your** household during a period of separation in contemplation of divorce.
- H. "**Fungi**" means any type or form of fungi, including mold or mildew, and includes any mycotoxins, spores, scents, or byproducts produced or released by fungi.
- I. "**Miscellaneous vehicle**" means the following motorized vehicles: motor home; golf cart; snowmobile; all-terrain vehicle; or dune buggy.
- J. "**Motorcycle**" means a two- or three-wheeled motor vehicle that is subject to motor vehicle licensing in the location where the **motorcycle** is principally garaged.
- K. "**Newly acquired vehicle.**"
1. "**Newly acquired vehicle**" means a vehicle, not insured under another policy that is acquired by **you** or any **family member** during the policy period and is:
 - a. A private passenger auto, pickup, trailer, or van;
 - b. A **miscellaneous vehicle** that is not used in any business or occupation; or
 - c. A **motorcycle**, but only if a **motorcycle** is shown on the current Declarations.

2. We will automatically provide for the **newly acquired vehicle** the broadest coverages as are provided for any vehicle shown on the Declarations. If **your** policy does not provide Comprehensive Coverage or Collision Coverage, **we** will automatically provide these coverages for the **newly acquired vehicle** subject to a \$500 deductible for each loss.
3. Any automatic provision of coverage under K.2. will apply for up to 30 days after the date **you** or a **family member** becomes the owner of the **newly acquired vehicle**. If **you** wish to continue coverage for the **newly acquired vehicle** beyond this 30-day period, **you** must request it during this 30-day period, and **we** must agree to provide the coverage **you** request for this vehicle. If **you** request coverage after this 30-day period, any coverage that **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date
- L. "**Occupying**" means in, on, getting into or out of.
- M. "**Property damage**" (referred to as **PD**).
1. "**Property damage**" means physical injury to, destruction of, or loss of use of tangible property.
2. For purposes of this policy, electronic data is not tangible property. Electronic data means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from;
- computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- N. "**Trailer**" means a vehicle designed to be pulled by a private passenger auto, pickup, **van**, or **miscellaneous vehicle**. It also means a farm wagon or implement while towed by such vehicles.
- O. "**Van**" means a four-wheeled land motor vehicle of the van type with a load capacity of not more than 2,000 pounds.
- P. "**Your covered auto**" means:
1. Any vehicle shown on the Declarations.
 2. Any **newly acquired vehicle**.
 3. Any **trailer you** own.

PART A - LIABILITY COVERAGE

DEFINITIONS

"**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. Any other person or organization, but only with respect to legal liability imposed on them for the acts or

omissions of a person for whom coverage is afforded in 1. or 2. above. With respect to an auto or **trailer** other than **your covered auto**, this provision only applies if the other person or organization does not own or hire the auto or **trailer**.

The following are not **covered persons** under Part A:

1. The United States of America or any of its agencies.

2. Any person with respect to **BI** or **PD** resulting from the operation of an auto by that person as an employee of the United States Government. This applies only if the provisions of Section 2679 of Title 28, United States Code as amended, require the Attorney General of the United States to defend that person in any civil action which may be brought for the **BI** or **PD**.

INSURING AGREEMENT

We will pay damages for **BI** or **PD** for which any **covered person** becomes legally liable because of an auto accident. **PD** includes loss of use of the damaged property. **We** will settle or defend, as **we** consider appropriate, any claim or suit asking for these damages. **Our** duty to settle or defend ends when **our** limit of liability for these coverages has been paid or tendered. **We** have no duty to defend any suit or settle any claim for **BI** or **PD** not covered under this policy.

LIMIT OF LIABILITY

- A. For **BI** sustained by any one person in any one auto accident, **our** maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative or consequential damages recoverable by any persons, is the limit of liability shown on the Declarations for "each person" for **BI** Liability. Subject to this limit for "each person", the limit of liability shown on the Declarations for "each accident" for **BI** Liability is **our** maximum limit of liability for all damages for **BI** resulting from any one auto accident. The limit of liability shown on the Declarations for "each accident" for **PD** Liability is **our** maximum limit of liability for all damages to all property resulting from any one auto accident. These limits are the most **we** will pay regardless of the number of:

1. **Covered persons;**
2. Claims made;

3. Vehicles or premiums shown on the Declarations; or

4. Vehicles involved in the auto accident.

- B. If a policy provision that would defeat coverage for a claim under this Part is declared to be unenforceable as a violation of the state's financial responsibility law, **our** limit of liability will be the minimum required by the state's financial responsibility law.

- C. Any payment under this policy's Uninsured Motorists Coverage or Personal Injury Protection Coverage to or for a **covered person** will reduce any amount that person is entitled to recover under this Part A.

SUPPLEMENTARY PAYMENTS

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

1. Premiums on appeal bonds and bonds to release attachments in any suit **we** defend. But **we** will not pay the premium for bonds with a face value over **our** limit of liability shown on the Declarations.
2. Prejudgment interest awarded against the **covered person** on that part of the judgment **we** pay. If **we** make an offer to pay the applicable limit of liability, **we** will not pay any prejudgment interest based on that period of time after the offer.
3. Interest accruing in any suit **we** defend, on that part of a judgment that does not exceed **our** limit of liability. **Our** duty to pay interest ends when **we** offer to pay that part of the judgment that does not exceed **our** limit of liability.
4. Up to \$250 a day for loss of wages because of attendance at hearings or trials at **our** request.

5. The amount a **covered person** must pay to the United States Government because of damage to a government-owned private passenger auto, pickup, or **van** which occurs while the vehicle is in the care, custody, or control of a **covered person**. The most **we** will pay is an amount equal to one month of the basic salary of the **covered person** at the time of a loss. Only Exclusions A.1. and A.8. apply.
6. Other reasonable expenses incurred at **our** request.
7. All defense costs **we** incur.

EXCLUSIONS

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

1. Who intentionally acts or directs to cause **BI** or **PD**, or who acts or directs to cause with reasonable expectation of causing **BI** or **PD**.
2. For **PD** to property owned by or being transported by a **covered person**.
3. For **PD** to property rented to, used by, or in the care of any **covered person**. This exclusion (A.3.) does not apply to damage to a residence or garage.
4. For **BI** to an employee of that person which occurs during the course of employment. This exclusion (A.4.) does not apply 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 being used to carry persons for a fee. This exclusion (A.5.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.

6. While employed or otherwise engaged in the **auto business**. This exclusion (A.6.) does not apply to the ownership, maintenance, or use of **your covered auto** by **you**, any **family member**, or 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 other than the **auto business**, farming, or ranching. This exclusion (A.7.) does not apply:
 - a. To the maintenance or use of a private passenger auto; a pickup or **van** owned by **you** or a **family member**; or a **trailer** used with these vehicles; or
 - b. To the maintenance or use of a pickup or **van** not owned by **you** or a **family member** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
8. Using a vehicle without expressed or implied permission. This exclusion (A.8.) does not apply to **you** or any **family member** while using **your covered auto**.
9. For **BI** or **PD** for which that person is an insured under any nuclear energy liability policy. This exclusion (A.9.) applies even if that policy is terminated due to exhaustion of its limit of liability.
10. For **BI** or **PD** occurring while **your covered auto** is rented or leased to others.
11. For **BI** to a relative who resides primarily in that **covered person's** household. This exclusion (A.11.) applies only to the extent that the limits of liability for this coverage exceed \$30,000 for each person or \$60,000 for each accident.

- B. We do not provide Liability Coverage for the ownership, maintenance, or use of:
1. Any vehicle that is not **your covered auto** unless that vehicle is;
 - a. A four- or six-wheel land motor vehicle designed for use on public roads;
 - b. A moving van for personal use;
 - c. A **miscellaneous vehicle**; or
 - d. A vehicle used in the business of farming or ranching.
 2. Any vehicle, other than **your covered auto**, that is owned by **you**, or furnished or available for **your** regular use. This exclusion (B.2.) does not apply to a vehicle not owned by **you** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
 3. Any vehicle, other than **your covered auto**, that is owned by or furnished or available for the regular use of, any **family member**. This exclusion (B.3.) does not apply:
 - a. To **your** maintenance or use of such vehicle; or
 - b. To a vehicle not owned by any **family member** if the vehicle's owner has valid and collectible primary liability insurance or self-insurance in force at the time of the accident.
 4. Any vehicle while being operated in, or in practice for, any **driving contest or challenge**.
- C. There is no coverage for liability assumed by any **covered person** under any contract or agreement.

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:

1. If the state or province has a financial responsibility or similar law specifying limits of liability for **BI** or **PD** higher than the limit shown on the Declarations, **your** policy will provide the higher specified limit.
2. If the state or province has 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 liability coverage.

However, no one will be entitled to duplicate payments for the same elements of loss.

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 insurance **we** provide to a **covered person** for a vehicle **you** do not own shall be excess over:

1. Any other applicable liability insurance; or
2. Any qualified self-insurance or other permissible means of compliance with a state's financial responsibility law, compulsory liability insurance law, or any similar law.

PART B1 - MEDICAL PAYMENTS COVERAGE

DEFINITIONS

A. **"Covered person"** as used in this Part means:

1. **You** or any **family member** while **occupying** any auto
2. Any other person while **occupying your covered auto**
3. **You** or any **family member** while not **occupying** a motor vehicle if injured by:
 - a. A motor vehicle designed for use mainly on public roads.
 - b. A **miscellaneous vehicle**; or
 - c. A **trailer**.

B.

"Medical payment fee" is an amount, as determined by **us** or someone on **our** behalf, that **we** will pay for charges made by a licensed hospital, licensed physician, or other licensed medical provider for **medically necessary and appropriate medical services**. The amount that **we** will pay will be one of the following:

1. The amount provided by an applicable agreement with a Preferred Provider Organization, Preferred Provider Network, or other similar agreement; or
2. The amount required, approved, or allowed by a fee schedule established by a state, federal, or other governmental entity in the relevant geographic area; or
3. The amount negotiated with the provider; or
4. The lesser of the following:
 - a. The actual amount billed; or
 - b. A reasonable fee for the service provided.

C. **"Medically necessary and appropriate medical services"** are those services or

supplies provided or prescribed by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by **us** or someone on **our** behalf, are required to identify or treat **BI** caused by an auto accident and sustained by a **covered person** and that are:

1. Consistent with the symptoms, diagnosis, and treatment of the **covered person's** injury, and appropriately documented in the **covered person's** medical record;
2. Provided in accordance with recognized standards of care for the **covered person's** injury at the time the charge is incurred;
3. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
4. Not primarily for the convenience of the **covered person**, his or her physician, hospital, or other health care provider;
5. The most appropriate supply or level of service that can be safely provided to the **covered person**; and
6. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.

However, **"medically necessary and appropriate medical services"** do not include the following:

1. Nutritional supplements or over-the-counter drugs;
2. Experimental services or supplies, which means services or supplies that **we** determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed; or

3. Inpatient services or supplies provided to the **covered person** when these could safely have been provided to the **covered person** as an outpatient.

INSURING AGREEMENT

- A. **We** will pay only the **medical payment fee** for **medically necessary and appropriate medical services** and the reasonable expense for funeral services. These fees and expenses must:

1. Result from **BI** sustained by a **covered person** in an auto accident; and
2. Be incurred for services rendered within one year from the date of the auto accident.

- B. **We** or someone on **our** behalf will review, by audit or otherwise, claims for benefits under this coverage to determine if the charges are **medical payment fees** for **medically necessary and appropriate medical services** or reasonable expenses for funeral services. A provider of medical or funeral services may charge more than the amount **we** determine to be **medical payment fees** and reasonable expenses, but such additional charges are not covered.

LIMIT OF LIABILITY

- A. The limit of liability shown on the Declarations for Medical Payments Coverage is the maximum limit of liability for each **covered person** injured in 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 on the Declarations; or
 4. Vehicles involved in an auto accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part C of this policy.

- C. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that person receives under any Auto Liability or Uninsured/Underinsured Motorists Coverage provided by this policy.

EXCLUSIONS

We do not provide benefits under this Part B 1 for any **covered person** for **BI**:

1. Sustained while **occupying** any vehicle that is not **your covered auto** unless that vehicle is:
 - a. A four- or six- wheel land motor vehicle designed for use on public roads;
 - b. A moving van for personal use;
 - c. A **miscellaneous vehicle**; or
 - d. A vehicle used in the business of farming or ranching.
2. Sustained while **occupying your covered auto** when it is being used to carry persons for a fee. This exclusion (2.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
3. Sustained while **occupying** any vehicle located for use as a residence.
4. Occurring during the course of employment if workers' compensation benefits are required or available.
5. Sustained while **occupying**, or when struck by, any vehicle, other than **your covered auto**, that is owned by **you**.

6. Sustained while **occupying**, or when struck by, any vehicle, other than **your covered auto**, that is owned by any **family member**. This exclusion (6.) does not apply to **you**.
7. Sustained while **occupying** a vehicle without expressed or implied permission. This exclusion (7.) does not apply to **you** or any **family member** while using **your covered auto**.
8. Sustained while **occupying** a vehicle when it is being used in the business or occupation of a **covered person**. This exclusion (8.) does not apply to **BI** sustained while **occupying** a private passenger auto, pickup or **van**, or a **trailer** used with these vehicles.
9. Caused by or as a consequence of war, insurrection, revolution, nuclear reaction, or radioactive contamination.
10. Sustained while **occupying your covered auto** when it is rented or leased to others.
11. Sustained while a participant in, or in practice for, any **driving contest or challenge**.
12. Sustained as a result of a **covered person's** exposure to **fungi**, wet or dry rot, or bacteria.

13. Sustained while **occupying** any motorhome which is **your covered auto** while it is rented or leased to any organization or any person. This exclusion (13.) does not apply while the motor home is being operated by **you** or any **family member**.

OTHER INSURANCE

If there is other applicable auto medical payments 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 auto insurance providing payments for medical or funeral expenses.

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 **covered person** to whom such benefits are payable.

SPECIAL PROVISIONS

If **your covered auto** and every other motor vehicle **you** own are within the policy territory referred to in Part E – General Provisions, then coverage under Part B1– Medical Payments Coverage will apply to **you** and any **family member** anywhere in the world.

PART B2 - PERSONAL INJURY PROTECTION COVERAGE

(referred to as PIP Coverage)

- | | |
|---|---|
| <p>A. "Covered person" as used in this Part means:</p> <ol style="list-style-type: none"> 1. You or any family member while occupying any motor vehicle designed for use on public roads, or a trailer of any kind. 2. Any other person while occupying your covered auto with your permission. 3. You or any family member while not occupying a motor vehicle if injured by: | <ol style="list-style-type: none"> a. A motor vehicle designed for use on public roads; b. A miscellaneous vehicle; or c. A trailer. <p>B. "Essential services" means those services ordinarily performed by a covered person for care and maintenance of the family or family household.</p> <p>C. "Funeral services" means reasonable, customary and necessary professional services for a funeral, burial or cremation..</p> |
|---|---|

- D. "**Medical payment fee**" is an amount, as determined by **us** or someone on **our** behalf, that **we** will pay for charges made by a licensed hospital, licensed physician, or other licensed medical provider for **medically necessary and appropriate medical services**. The amount that **we** will pay will be one of the following:
1. The amount provided by an applicable agreement with a Preferred Provider Organization, Preferred Provider Network, or other similar agreement; or
 2. The amount required, approved, or allowed by a fee schedule established by a state, federal, or other governmental entity in the relevant geographic area; or
 3. The amount negotiated with the provider; or
 4. The lesser of the following:
 - a. The actual amount billed; or
 - b. A reasonable fee for the service provided.
- E. "**Medically necessary and appropriate medical services**" are those services or supplies provided or prescribed by a licensed hospital, licensed physician, or other licensed medical provider that, as determined by **us** or someone on **our** behalf, are required to identify or treat **BI** caused by an auto accident and sustained by a **covered person**. This includes necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, and professional nursing services. "**Medically necessary and appropriate medical services**" must be:
1. Consistent with the symptoms, diagnosis, and treatment of the **covered person's** injury and appropriately documented in the **covered person's** medical records;
 2. Provided in accordance with recognized standards of care for the **covered person's** injury at the time the charge is incurred;
 3. Consistent with published practice guidelines and technology, and assessment standards of national organizations or multi-disciplinary medical groups;
 4. Not primarily for the convenience of the **covered person**, his or her physician, hospital, or other health care provider;
 5. The most appropriate supply or level of service that can be safely provided to the **covered person**; and
 6. Not excessive in terms of scope, duration, or intensity of care needed to provide safe, adequate, and appropriate diagnosis and treatment.
- However, "**medically necessary and appropriate medical services**" do not include the following:
1. Nutritional supplements or over-the-counter drugs;
 2. Experimental services or supplies, which means services or supplies that **we** determine have not been accepted by the majority of the relevant medical specialty as safe and effective for treatment of the condition for which its use is proposed; or
 3. Inpatient services or supplies provided to the **covered person** when these could safely have been provided to the **covered person** as an outpatient.
- F. "**Work loss benefits**" means:
1. Eighty percent of a **covered person's** loss of income from employment. This applies only if, at the time of the accident, the **covered person** was an income producer and was in an occupational status. 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 the **covered person** 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.

2. Reasonable expenses incurred for **essential services** during the time the **covered person** is actually unable to perform the services. This applies only if, at the time of the accident, the **covered person** was not an income producer and was not in an occupational status.

INSURING AGREEMENT

- A. **We** will pay under PIP Coverage the **medical payments fee for medically necessary and appropriate medical services**, the reasonable expense for **funeral services** and reasonable **work loss benefits** incurred because of the **BI**:

1. Sustained by a **covered person**; and
2. Resulting from an auto accident.

We will pay only for losses or expenses incurred within three years from the date of the auto accident.

- B. A provider of medical services or **funeral services** may charge more than the limits established by this policy's defined terms, but these additional charges are not covered. **We** or someone on **our** behalf will review, by audit or otherwise, claims for benefits under this coverage to determine whether fees and expenses were reasonable and whether treatment was medically necessary and appropriate.

LIMIT OF LIABILITY

The limit of liability shown on the Declarations for PIP Coverage is **our** maximum aggregate limit of liability for all **medically necessary and appropriate medical services, funeral services and work loss benefits** because of the **BI** sustained by any one **covered person** in any one auto accident. This is the most **we** will pay regardless of the the number of:

1. **Covered persons**;
2. Claims made;
3. Vehicles or premiums shown on the Declarations; or
4. Vehicles involved in an auto accident.

EXCLUSIONS

We do not provide benefits under this Part for **BI** sustained by any **covered person**:

1. When that **covered person** intentionally causes his or her own **BI**.
2. While committing a felony.
3. 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. While **occupying**, or when struck by any motor vehicle, other than **your covered auto**, which is owned by a **family member**. This exclusion (5.) does not apply to **you**.

OTHER INSURANCE

If there is other applicable Personal Injury Protection 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 auto insurance providing Personal Injury Protection insurance.

SPECIAL PROVISIONS

- A. Any **covered person** making a claim for loss of income from employment for **work loss benefits** must submit reasonable medical proof of injury causing loss and all income-related documents **we** may reasonably require.

- B. Benefits payable under this Part B2 will be paid:

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

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 **covered person** to whom such benefits are payable.

PART C - UNINSURED MOTORISTS COVERAGE

(referred to as UM/UIM Coverage)

UNINSURED MOTORISTS COVERAGE INCLUDES UNDERINSURED MOTORISTS COVERAGE.

DEFINITIONS

- A. "**Covered person**" as used in this Part means:

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 **BI** to which this coverage applies sustained by a person described in 1. or 2. above.

However, "**covered person**" does not include the United States of America or any of its agencies.

- B. "**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. That is a hit-and-run motor vehicle. This means a motor vehicle whose owner or operator cannot be identified and that hits:

- a. **You** or any **family member**;
- b. A vehicle **you** or any **family member** is **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 denies coverage or is or becomes insolvent.

4. Which is an underinsured motor vehicle. An underinsured motor vehicle means a land motor vehicle or **trailer** of any type to which a liability bond or policy applies at the time of the auto accident but its limit for liability:

- a. Is not enough to pay the full amount the **covered person** is entitled to recover as damages; or

- b. Has been reduced by payments of claims to an amount which is not enough to pay the full amount the **covered person** is legally entitled to recover as damages.
- C. "**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 unit or agency unless:
 - a. The operator of the vehicle is uninsured; and
 - b. There is no statute imposing liability for **BI** or **PD** on the governmental unit for an amount at least equal to the limit of liability for this coverage.
 - 4. Operated on rails or crawler treads, except for a snowmobile.
 - 5. Designed mainly for use off public roads while not on public roads.
 - 6. While located for use as a residence or premises.

INSURING AGREEMENT

- A. **We** will pay compensatory damages which a **covered person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **BI** or **PD** sustained by a **covered person** and caused by an auto accident.
- B. The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle**.

- C. Any judgment of damages arising out of a suit brought without **our** written consent is not binding on **us**.
- D. 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**.

LIMIT OF LIABILITY

- A. For **BI** sustained by any one person in any one accident, **our** maximum limit of liability for all resulting damages, including, but not limited to, all direct, derivative, or consequential damages recoverable by any persons, is the limit of liability shown on the Declarations for "each person" for Bodily Injury under UM/UIM Coverage. Subject to this limit for "each person", the limit of liability shown on the Declarations for "each accident" for Bodily Injury under UM/UIM Coverage is **our** maximum limit of liability for all damages for **BI** resulting from any one accident.
- B. The limit of liability shown on the Declarations for "each accident" for Property Damage under UM/UIM Coverage is **our** maximum limit of liability for all **PD** resulting from any one auto accident.
- C. The limits described in Paragraphs A. and B. above are the most **we** will pay regardless of the number of:
 - 1. **Covered persons;**
 - 2. Claims made;
 - 3. Policies or bonds applicable;
 - 4. Vehicles or premiums shown on the Declarations;
 - 5. Premiums paid; or
 - 6. Vehicles involved in the accident.

D. Any amount otherwise payable for damages under UM/UIM Coverage shall be reduced by all sums paid or payable because of the **BI** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A.

EXCLUSIONS

A. **We** do not provide UM/UIM Coverage for **BI** sustained by any **covered person** if that person or the legal representative settles the **BI** claim without **our** consent.

B. **We** do not provide UM/UIM Coverage for the first \$250 of the amount of **PD** to the property of each **covered person** as the result of any one accident.

C. **We** do not provide UM/UIM Coverage for **BI** or **PD** sustained by any **covered person**:

1. While **occupying**, or when struck by, any motor vehicle owned by **you** or a **family member** which is not insured for UM/UIM Coverage under this policy. This includes a **trailer** of any type used with that vehicle.
2. Sustained while **occupying your covered auto** when it is being used to carry persons for a fee. This exclusion (C.2.) does not apply to:
 - a. A share-the-expense car pool; or
 - b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
3. While using a vehicle without expressed or implied permission. This exclusion (C.3.) does not apply to **you** or any **family member** while using **your covered auto**.
4. While **your covered auto** is rented or leased to others. This exclusion (C.4.) does not apply if **you** or any **family member** lends **your covered auto** to another for reimbursement of operating expenses only.

5. While **occupying** any vehicle when it is being operated in, or in practice for, any **driving contest or challenge**.

6. Arising from any intentional act of that person.

7. While **occupying** any motor home which is **your covered auto** while it is rented or leased to any organization, or any person. This exclusion (C.7.) does not apply while the motor home is being operated by **you** or any **family member**.

D. UM/UIM Coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any worker's compensation law or similar disability benefits law.

E. **We** do not provide UM/UIM Coverage for punitive or exemplary damages.

OTHER INSURANCE

A. If there is other applicable insurance for UM/UIM Coverage available under one or more policies or provisions of coverage:

1. Any insurance **we** provide with respect to a vehicle **you** do not own or to a person other than **you** or a **family member** will be excess over any collectible insurance.
2. If the coverage under this policy is provided:
 - a. On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. On an excess basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

B. For any **PD** to which coverage applies under both this UM/UIM Coverage and under Part D of this policy or similar coverage under any other policy, **you** may choose the coverage under 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.

NON-DUPLICATION

No **covered person** will be entitled to receive duplicate payments under this coverage for the same elements of loss which were:

1. Paid because of the **BI** by or on behalf of persons or organizations who may be legally responsible.
2. Paid or payable under any worker's compensation law, similar disability benefits law, auto medical expense coverage or Personal Injury Protection Coverage.
3. Paid under another provision or coverage in this policy.

LOSS PAYABLE CLAUSE

With respect to **PD**, loss or damage under Part C – UM/UIM Coverage will be paid, as interest may appear, to the named insured and the loss payee shown on the Declarations. When **we** pay the loss payee **we** will, to the extent of payment, be subrogated to the loss payee's right of recovery.

PART D - PHYSICAL DAMAGE COVERAGE

DEFINITIONS

- A. "**Actual cash value**" means the amount that it would cost, at the time of **loss**, to buy a comparable vehicle. As applied to **your covered auto**, a comparable vehicle is one of the same make, model, model year, body type, and options with substantially similar mileage and physical condition.
- B. "**Collision**" means the impact with an object and includes upset of a vehicle. **Loss** caused by the following is covered under Comprehensive Coverage and is not considered **collision**: fire; missiles or falling objects; hail, water or flood; malicious mischief or vandalism; theft or larceny; riot or civil commotion; explosion or earthquake; contact with bird or animal; windstorm; or breakage of window glass. If breakage of window glass is caused by a **collision**, **you** may elect to have it considered a **loss** caused by **collision**.
- C. "**Custom equipment**" means equipment, furnishings and parts permanently installed in or upon **your covered auto**, other than:
1. Original manufacturer equipment, furnishings, or parts;
 2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality;
 3. Equipment, furnishings, or parts designed to assist disabled persons;
 4. Anti-theft devices and devices intended to monitor or record driving activity; and
 5. Tires of a substantially similar size as those installed by the manufacturer.

D. "**Loss**" means direct and accidental damage to the operational safety, function, or appearance of, or theft of, **your covered auto** or personal property contained in **your covered auto**. **Loss** includes a total loss, but does not include any damage other than the cost to **repair** or replace. **Loss** does not include any loss of use, or diminution in value that would remain after **repair** or replacement of the damaged or stolen property.

E. "**Nonowned vehicle**."

1. "**Nonowned vehicle**" means any private passenger auto, pickup, **van**, **miscellaneous vehicle**, or **trailer** not owned by, or furnished or available for the regular use of, **you** or a **family member**. This applies only when the vehicle is in the custody of or being operated by **you** or a **family member**.
2. A **nonowned vehicle** does not include any of the following vehicles used in any business or occupation other than farming or ranching:
 - a. A pickup;
 - b. A **van**; or
 - c. A **miscellaneous vehicle**.

F. "**Repair**."

1. "**Repair**" means restoring the damaged property to its pre-**loss** operational safety, function, and appearance. This may include the replacement of component parts.
2. **Repair** does not require:
 - a. A return to the pre-**loss** market value of the property;
 - b. Restoration, alteration, or replacement of undamaged property, unless such is needed for the operational safety of the vehicle; or

c. Rekeying of locks following theft or misplacement of keys.

G. "**Your covered auto**" as used in this Part, includes:

1. **Custom equipment**, up to a maximum **actual cash value** of \$5,000, in or on **your covered auto**.
2. A **nonowned vehicle**. If there is a **loss** to a **nonowned vehicle**, **we** will provide the broadest coverage shown on the Declarations.

INSURING AGREEMENT

A. Comprehensive Coverage (excluding **collision**).

1. Physical damage. **We** will pay for **loss** caused by other than **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations. The deductible will be waived for **loss** to window glass that can be repaired rather than replaced. In cases where the repair proves unsuccessful and the window glass must be replaced, the full amount of the deductible, if any, must be paid.
2. Transportation expenses. **We** will also pay:
 - a. Up to \$30 a day, to a maximum of \$900, for transportation expenses incurred by **you** or any **family member**. This applies only in the event of a total theft of **your covered auto**. **We** will pay only transportation expenses incurred during the period beginning 48 hours after the theft and ending when **your covered auto** is returned to use or, if not recovered or not **repairable**, up to seven days after **we** have made a settlement offer.

- b. If Rental Reimbursement Coverage is afforded, limits for transportation expenses are the limits of liability shown on the Declarations for Rental Reimbursement for that vehicle.
- B. Collision Coverage. **We** will pay for **loss** caused by **collision** to **your covered auto**, including its equipment, and personal property contained in **your covered auto**, minus any applicable deductible shown on the Declarations.
- C. Rental Reimbursement Coverage (for **loss** other than total theft).
1. **We** will reimburse **you** for expenses **you** or any **family member** incurs to rent a substitute for **your covered auto**. This coverage applies only if:
 - a. **Your covered auto** is withdrawn from use for more than 24 hours due to a **loss**, other than a total theft, to that auto; and
 - b. The **loss** is covered under Comprehensive Coverage or caused by **collision**, and the cause of **loss** is not otherwise excluded under Part D of this policy.
 2. **We** will reimburse **you** only for that period of time reasonably required to **repair** or replace **your covered auto**. If **we** determine **your covered auto** is a total loss, the rental period will end no later than seven days after **we** have made a settlement offer.
- D. USAA Roadside Assistance. **We** will pay the reasonable costs **you** or any **family member** incurs for one of the following each time **your covered auto** is disabled:
1. Mechanical labor up to one hour at the place of breakdown.
 2. Locksmith services to gain entry to **your covered auto**. This does not include the rekeying of locks following theft or misplacement of keys.

3. Towing, to the nearest place where necessary repairs can be made during regular business hours, if the vehicle will not run or is stranded on or immediately next to a public road.
4. Delivery of gas or oil to, or a change of tire on a disabled vehicle. However, **we** do not pay for the cost of these items.

LIMIT OF LIABILITY

- A. Total loss to **your covered auto**. **Our** limit of liability under Comprehensive Coverage and Collision Coverage is the **actual cash value** of the vehicle, inclusive of any custom equipment.
1. The maximum amount **we** will include for **loss** to **custom equipment** in or on **your covered auto** is \$5,000.
 2. **We** will declare **your covered auto** to be a total loss if, in **our** judgment, the cost to **repair** it would be greater than its **actual cash value** minus its salvage value after the **loss**.
- B. Other than a total loss to **your covered auto**:
1. **Our** limit of liability under Comprehensive Coverage and Collision Coverage is the amount necessary to **repair** the **loss** based on **our** estimate or an estimate that **we** approve, if submitted by **you** or on **your** behalf. Upon request, **we** will identify at least one facility that is willing and able to complete the **repair** for the amount of the estimate.
 2. **Our** estimate may specify used, rebuilt, remanufactured, non-Original Equipment Manufacturer (non-OEM) parts, or new Original Equipment Manufacturer (OEM) parts.
 3. If **our** estimate specifies used, rebuilt, remanufactured, or non-Original Equipment Manufacturer (non-OEM) parts, **you** may request that damaged parts be replaced with new Original Equipment Manufacturer (OEM) parts.

You will be responsible, however, for any cost difference between the parts included in **our** estimate and the new OEM parts used in the **repair**.

4. **We** will not take a deduction for depreciation. **We** will take a deduction if prior damage has not been **repaired**. Prior damage does not include wear and tear.
- C. Personal property contained in **your covered auto**. The limits of liability described below are separate from the limits available for a **loss to your covered auto**.
1. **Our** limit of liability under Comprehensive Coverage and Collision Coverage is the lesser of:
 - a. The amount necessary to replace the damaged or stolen property; or
 - b. \$250.
 3. **We** will not take a deduction for depreciation.
- D. Under Rental Reimbursement Coverage, **our** maximum limits of liability are the limits of liability shown on the Declarations for Rental Reimbursement Coverage for that vehicle.
- E. Under USAA Roadside Assistance, **our** limit of liability is the reasonable price for the covered service.

PAYMENT OF LOSS

We may pay for **loss** in money, or **repair** or replace the damaged or stolen property. **We** may, at **our** expense, return any stolen property to **you** or to the address shown on the Declarations. If **we** return stolen property **we** will pay for any damage resulting from the theft. **We** may keep all or part of the damaged or stolen property and pay **you** an agreed or appraised value for it. **We** may settle a claim either with **you** or with the owner of the property.

LOSS PAYABLE CLAUSE

Loss or damage under this policy will be paid, as interest may appear, to the named insured and the loss payee shown on the Declarations. This insurance, with respect to the interest of the loss payee, will not become invalid because of **your** fraudulent acts or omissions unless the **loss** results from **your** conversion, secretion, or embezzlement of **your covered auto**. **We** may cancel the policy as permitted by policy terms and the cancellation will terminate this agreement as to the loss payee's interest. **We** will give the same advance notice of cancellation to the loss payee as **we** give to the named insured shown on the Declarations. **We** may send notices to the loss payee either by mail or by electronic means. However, if the loss payee requests in writing that **we** not send notices, including a notice of cancellation, **we** will abide by that request. When **we** pay the loss payee **we** will, to the extent of payment, be subrogated to the loss payee's rights of recovery.

WAIVER OF COLLISION DEDUCTIBLE

We will not apply the deductible to **loss** caused by **collision** with another vehicle if all of these conditions are met:

1. The **loss to your covered auto** is greater than the deductible amount; and
2. The owner and driver of the other vehicle are identified; and
3. The owner or driver of the other vehicle has a liability policy covering the loss; and
4. The driver of **your covered auto** is not legally responsible, in any way, for causing or contributing to the **loss**.

EXCLUSIONS

We will not pay for:

1. **Loss to your covered auto** which occurs while it is used to carry persons for a fee. This exclusion (1.) does not apply to:

- a. A share-the-expense car pool; or
 - b. **Your covered auto** used for volunteer work when reimbursement is limited to mileage expenses.
2. Damage due and confined to:
- a. Road damage to tires;
 - b. Wear and tear;
 - c. Freezing; or
 - d. Mechanical or electrical breakdown or failure, including such damage resulting from negligent servicing or repair of **your covered auto** or its equipment. **We** will pay for ensuing damage only to the extent the damage occurs outside of the major component (such as transmission/transaxle, electrical system, engine including cooling and lubrication thereof, air conditioning, computer, suspension, braking, drive assembly, and steering) in which the initial mechanical or electrical breakdown or failure occurs.

This exclusion (2.) does not apply if the damage results from the total theft of **your covered auto**, and it does not apply to USAA Roadside Assistance.

- 3. **Loss** due to or as a consequence of war, insurrection, revolution, nuclear reaction, or radioactive contamination.
- 4. **Loss** to a camper body or **trailer** owned by **you** or any **family member** that is not shown on the Declarations. This exclusion (4.) does not apply to one **you** or any **family member** acquires during the policy period and asks **us** to insure within 30 days after **you** or any **family member** becomes the owner.
- 5. **Loss** to any **nonowned vehicle** when used by any person without a reasonable belief that that person is entitled to do so.

- 6. **Loss** to equipment designed or used to evade or avoid the enforcement of motor vehicle laws.
- 7. **Loss** to any **nonowned vehicle** arising out of its use by **you** or a **family member** while employed or otherwise engaged in **auto business** operations.
- 8. **Loss** to **your covered auto** while it is rented or leased to others.
- 9. **Loss** to any vehicle while it is being operated in, or in practice for, any **driving contest or challenge**.
- 10. **Loss** resulting from:
 - a. The acquisition of a stolen vehicle;
 - b. Any legal or governmental action to return a vehicle to its legal owner; or
 - c. Any confiscation or seizure of a vehicle by governmental authorities.

This exclusion (10.) does not apply to innocent purchasers of stolen vehicles for value under circumstances that would not cause a reasonable person to be suspicious of the sales transaction or the validity of the title.

- 11. **Loss** resulting from use in any illicit or prohibited trade or transportation.
- 12. Any **loss** arising out of any act committed:
 - a. By or at the direction of **you** or any **family member**; and
 - b. With the intent to cause a **loss**.

This exclusion (12.) does not apply to the extent of an innocent insured's interest in the damaged or stolen property.

13. **Loss** caused by **fungi**, wet or dry rot, or bacteria. This means the presence, growth, proliferation, spread, or any activity of **fungi**, wet or dry rot, or bacteria. This exclusion (13.) does not apply to damage directly resulting from a **loss** covered under Comprehensive Coverage or Collision Coverage.

14. **Loss** due to or as a consequence of a seizure of **your covered auto** by federal or state law enforcement officers as evidence in a case against **you** by the Texas Controlled Substances Act or the Federal Controlled Substances Act if **you** are convicted in such case.

15. **Loss** to any motorhome or its covered property which occurs while the motor home is rented or leased to any organization, or any person other than **you**.

16. **Loss** to any motorhome or its covered personal property due to fraudulent acquisition by any person or organization that occurs while the motor home is:

- a. Rented to;
- b. Used by; or
- c. In the care of;

that person or organization.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

A. If other sources of recovery also cover the **loss**, **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 **nonowned vehicle** will be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **nonowned vehicle**.
2. Any other applicable physical damage insurance.
3. Any other source of recovery applicable to the **loss**.

This (A.) does not apply to USAA Roadside Assistance.

B. For any **loss** to which UM/UIM Coverage (from this or any other policy) and coverage under this Part D 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.

APPRAISAL

If **we** and **you** do not agree on the amount of **loss**, either may demand an appraisal. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the **actual cash value** and the amount of **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will pay its chosen appraiser and share the expenses of the umpire equally. Neither **we** nor **you** waive any rights under this policy by agreeing to an appraisal.

PART E - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the **covered person**, as defined in this policy, shall not relieve **us** of any obligations under this policy.

CHANGES

A. The premium is based on information **we** have received from **you** and other sources. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, or is incorrect or incomplete, **we** may adjust your premiums accordingly during the policy period.

B. If, during the policy period, the risk exposure changes for any of the following reasons, **we** will make the necessary premium adjustments effective the date of change in exposure. Change in exposure means the occurrence of an event listed in B.1. through B.7. or in E. below or a similar event that may increase or decrease the policy premium. **You** agree to give **us** notice of any exposure change as soon as is reasonably possible. Changes that may result in a premium adjustment include, but are not limited to, the following:

1. Change in location where any vehicle is garaged.
2. Change in description, equipment, purchase date, registration, cost, usage, miles driven annually, or operators of any vehicle.
3. Replacement or addition of any vehicle. A replacement or additional vehicle is a **newly acquired vehicle**.
4. Deletion of a vehicle. The named insured may request that a vehicle shown on the Declarations be deleted from this policy. The effective date of this change cannot be earlier than the date of the named insured's request unless **we** agree to an earlier date.

5. Change in date of birth, marital status, driver's license information, or driving record of any operator.

6. Addition or deletion of an operator.

7. Change, addition or deletion of any coverage or limits.

C. **We** will make any calculations or adjustments of **your** premium using the applicable rules, rates, and forms as of the effective date of the change.

D. If **we** make a change which broadens coverage under this edition of **our** policy without additional premium charge, that change will automatically apply to **your** insurance as of the date **we** implement that change in **your** location. This paragraph does not apply to changes implemented with a revision that includes both broadenings and restrictions in coverage. Otherwise, this policy includes all of the agreements between **you** and **us**. Its terms may not be changed or waived except by endorsement issued by **us**.

E. Deployment.

1. If, because of **your** active-duty deployment in one of the military services of the United States, **you** have reduced the coverage on **your covered auto** and placed the vehicle in storage, then upon **your** return from the deployment, **we** will reinstate the coverage that was on the vehicle prior to the deployment-caused reduction beginning on the date the vehicle is removed from storage.

2. Any reinstatement of coverage under E.1. will apply for up to 60 days after the date **you** returned from deployment. If **you** wish to continue the reinstated coverage beyond the 60-day period, **you** must request it during the 60-day period. If **you** request reinstated coverage after this 60-day period, any coverage **we** agree to provide will be effective at the date and time of **your** request unless **we** agree to an earlier date.
3. **You** must pay an additional premium, as set out in Part E., Changes, B.7., for the reinstated coverage. However, if **you** return from deployment on furlough or emergency leave for a period of 30 days or less, **we** will waive any increase in the premium for the period of time **you** are on furlough or emergency leave, provided that no claim for coverage under this policy is made for a loss that occurs during that time period. If a loss occurs **we** will, as of the date of the loss, reinstate the coverage that was on the vehicle prior to the deployment-caused reduction, and **you** must pay an additional premium for that coverage.
2. Promptly send **us** copies of any notices or legal papers received in connection with a suit, accident, or loss.
3. Submit, as often as **we** reasonably require:
 - a. To physical exams by physicians **we** select. **We** will pay for these exams.
 - b. To examination under oath. The examination must be signed.
4. Authorize **us** to obtain medical reports and other pertinent records reasonably related to the accident or loss.
5. Submit a proof of loss when required by **us**.
6. Promptly notify the police if a hit-and-run driver is involved.
- C. A person seeking coverage under Part B2 – PIP Coverage must submit original proof of loss within six months after the date of the accident.
- D. A person seeking coverage under Part C – UM/UIM Coverage must also:
 1. Take reasonable steps after loss, at **our** expense, to protect damaged property from further loss; and
 2. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

CONFORMITY TO LAW

If any of the terms of this policy conflict with state or local law, state or local law will apply.

DUTIES AFTER AN ACCIDENT OR LOSS

We will not be required to provide coverage under this policy unless there has been full compliance with the following duties:

- A. **We** must be notified promptly of how, when, and where an accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking coverage must:
 1. Cooperate with **us** in the investigation, settlement, or defense of any claim or suit.
 1. Take reasonable steps after loss to protect **your covered auto** and its equipment from further loss. **We** will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if **your covered auto** is stolen.
 3. Permit **us** to inspect and appraise the damaged property before its repair or disposal.

DUTIES AFTER NOTICE OF CLAIM

- A. 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 Duties After An Accident or Loss.

We may request information after the 15 days, if, during the investigation of the claim, such additional information is necessary.

- B. After **we** receive the information **we** request, **we** must notify **you** in writing within 15 **business days** whether:
1. The claim will be paid; or
 2. The claim has been denied; or
 3. More information is needed.

However, **we** may send such notice within 30 **business days** if **we** have reason to believe the loss resulted from arson.

- C. 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 requesting more time.

- D. 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 in Paragraphs A., B. and C. above are extended for an additional 15 days.

E. 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.

F. 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 Part A – Liability Coverages 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 Part A – Liability Coverages of this policy. **We** will give **you** notice within 30 days after the date of settlement.

LEGAL ACTION AGAINST US

- 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 Part A, no legal action may be brought against **us** until **we** agree in writing that the **covered person**, as defined in Part A, has an obligation to pay, or the amount of that obligation has been finally determined by judgment after trial.
- 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**, as defined in this policy.

C. Under Part C – UM/UIM Coverage

No action can be brought against **us** for any claim involving an **uninsured motor vehicle** unless the action is brought within:

1. Four years from the date of the accident; or
2. One year from the date that the **covered person** is aware or should have been aware of a claim for which coverage would apply;

whichever is later.

- D. Unless **we** agree otherwise, any legal action against **us** must be brought in a court of competent jurisdiction in the county and state where the **covered person** lived at the time of the accident.

MISREPRESENTATION

We do not provide any coverage under this policy for any person who has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance:

1. At the time application was made; or
2. At any time during the policy period; or
3. In connection with the presentation or settlement of a claim.

NON-DUPLICATION OF PAYMENT

When a claim, or part of a claim, is payable under more than one provision of this policy, **we** will pay the claim only once under this policy. This provision does not apply to duplicate payments under Medical Payments Coverage and Personal Injury Protection Coverage.

OUR RIGHT TO RECOVER PAYMENT

- 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** will be subrogated to that right. The person to or for whom payment was made shall do whatever is necessary to

enable **us** to exercise our rights, and shall do nothing after loss to prejudice them. A release of the insurer of an underinsured motor vehicle does not prejudice **our** rights. However, **our** rights in this paragraph do not apply under Part D, against any person using **your covered auto** with a reasonable belief that that person is entitled to do so.

- B. If **we** make a payment under this policy and the person to or for whom payment was made recovers damages from another, the person to or for whom payment was made shall hold in trust for **us** the proceeds of the recovery and reimburse **us** to the extent of **our** payment. However, **we** may not claim the amount recovered from any insurer of an underinsured motor vehicle.
- C. If the **covered person**, as defined in this policy, recovers from the party at fault and **we** share in the recovery, **we** will pay **our** share of the legal expenses. **Our** share is that percent of the legal expenses that the amount **we** recover bears to the total recovery. This does not apply to any amounts recovered or recoverable by **us** from any other insurer under any inter-insurer arbitration agreement.
- D. If **we** make payment for a claim under Part A, and the **covered person**, as defined in Part A:
1. Knowingly concealed or misrepresented any material fact or circumstance relating to this insurance; or
 2. Failed or refused to comply with the duties specified in this policy and prejudiced **our** defense of the liability claim by such failure or refusal;

then, the **covered person** shall reimburse **us** to the extent of **our** payment and cost of defense.

- E. If **we** make payment for a claim under Part D and **you** or any **family member** has knowingly concealed or misrepresented any material fact or circumstance relating to this insurance, then **you** shall reimburse **us** to the extent of our payment.

- F. This provision, Our Right to Recover Payment, does not apply to Part B2 – PIP Coverage.

OWNERSHIP

For purposes of this policy, a vehicle is deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six months.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to auto accidents and losses which occur during the policy period as shown on the Declarations and within the policy territory. The policy territory is the United States of America (USA), its territories and possessions, Puerto Rico, and Canada, including transportation of **your covered auto** between any ports of these locations.
- B. The policy territory also includes Mexico, subject to the conditions below.

WARNING: Auto accidents in Mexico are subject to the laws of Mexico only -- NOT the laws of the USA. Mexico considers an auto accident a **CRIMINAL OFFENSE** as well as civil matter. In some cases, coverage under this policy may not be recognized by Mexican authorities, so **you** should consider purchasing liability coverage from a licensed Mexican insurance company before driving into Mexico.

1. All coverages afforded by the policy are extended to include coverage during trips into Mexico. This applies only to loss or accident that occurs within 75 miles of the USA border.
2. Any liability coverage afforded by the policy is extended to include the remainder of Mexico, but only if **you** have valid and collectible liability coverage from a licensed Mexican insurance company at the time of loss. This paragraph (B.2.) applies only if the original liability suit for **BI** or **PD** is brought in the USA.

3. Coverage under this policy does not extend:
 - a. To any **covered person**, as defined in this policy, who does not live in the USA.
 - b. To any **covered person**, as defined in this policy, **occupying** a vehicle which is not principally garaged and used in the USA.
 - c. To any vehicle which is not principally garaged and used in the USA.
4. The words "state or province" as used in the Out of State Coverage provision in Part A of the policy do not include a "state or province" of Mexico.
5. Losses payable under Part D of the policy will be paid in the USA. If the vehicle must be repaired in Mexico, **our** limit of liability will be determined at the nearest point in the USA where repairs can be made.
6. Any insurance **we** provide will be excess over any other similar valid and collectible insurance.

REDUCING THE RISK OF LOSS

We may occasionally provide **you** with products or services that assist **you** in preventing or reducing the risk of loss, and may provide an incentive for **your** use of these items.

SPOUSE ACCESS

- A. The named insured and **we** agree that the named insured and resident spouse are "customers" for purposes of state and federal privacy laws. The resident spouse will have access to the same information available to the named insured and may initiate the same transactions as the named insured.

B. The named insured may notify **us** that he/she no longer agrees that the resident spouse shall be treated as a "customer" for purposes of state and federal privacy laws, and **we** will not permit the resident spouse to access policy information.

4. **We** may not cancel this policy based solely on the fact that **you** are an elected official.
5. **We** may cancel for any other reason not prohibited by law.

TERMINATION

A. Cancellation. This policy may be cancelled during the policy period as follows:

1. **You** may cancel this policy at any time, but the effective date of cancellation cannot be earlier than the date of the request unless **we** agree to an earlier date.
2. **We** may cancel this policy by sending notice to the named insured shown on the Declarations. This cancellation notice may be delivered to the named insured, mailed by postal mail to the most recent address **you** provided to **us** or sent electronically if **we** have **your** consent and agreement on file to receive documents electronically. In any event, **we** will give at least ten days notice.
3. After this policy is in effect for 60 days, or if this is a renewal policy, **we** will cancel only:
 - a. If **you** submit a fraudulent claim; or
 - b. For nonpayment of premium; or
 - c. If **your** driver's license or motor vehicle registration, or that of any driver who either resides in **your** household or 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.

B. Nonrenewal.

1. If **we** decide not to renew this policy, **we** will send notice to the named insured shown on the Declarations. This cancellation notice may be delivered to the named insured, mailed by postal mail to the most recent address **you** provided to **us** or sent electronically if **we** have **your** consent and agreement on file to receive documents electronically. In any event, notice will be sent at least 30 days before the end of the policy period.
2. If the policy period is other than one year, **we** will have the right not to renew it only at each anniversary of its original effective date.
3. **We** may not refuse to renew this policy:
 - a. Solely because of a **covered person's** age; or
 - b. Based solely on the fact that **you** are an elected official.

C. Automatic Termination.

1. If **we** offer to renew 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 premium when due will mean that **you** have not accepted **our** offer.
2. If **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. This does not apply to liability coverage purchased for travel in Mexico.

D. Other Termination Provisions.

1. Proof of mailing or electronic transmission of any notice will be sufficient proof of notice.
2. If this policy is cancelled, the named insured shown on the Declarations may be entitled to a premium refund. The premium refund, if any, will be computed on a pro rata basis. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice will become the end of the policy period.
4. Any cancellation or restriction of coverage made without your consent will have no effect, except as:
 - a. Provided for under Paragraphs A., B., or C. of this Termination section; or
 - b. Required by the Texas Department of Insurance.

TRANSFER OF YOUR INTEREST IN THIS POLICY

Your rights and duties under this policy may not be assigned without **our** written consent. However, if the named insured shown on the Declarations dies, **we** will provide coverage until the end of the policy period for:

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

TWO OR MORE AUTO POLICIES

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

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CONSUMER BILL OF RIGHTS **Personal Automobile Insurance**

AVISO: Este documento es un resumen de sus derechos como asegurado. Usted tiene el derecho a llamar a su compañía y pedir una copia de estos derechos en español.

What is the Bill of Rights?

This Bill of Rights is a summary of your rights and does not become a part of your policy. The Texas Department of Insurance (TDI) adopted the Bill of Rights and requires insurance companies to provide you a copy when they issue your policy.

Texas law gives you certain rights regarding your personal automobile insurance. This Bill of Rights identifies your rights specified by rule or by state statute, but it does not include all your rights. Also, some exceptions to the rights are not listed here. Legislative or regulatory changes to statutes or rules may affect your rights as an insured. If your agent, company, or adjuster tells you that one of these rights does not apply to you, contact TDI's Consumer Protection Program at 1-800-252-3439 (512-463-6515 in Austin), by mail at Mail Code 111-1A, P.O. Box 149091, Austin, TX 78714-9091, or by email at ConsumerProtection@tdi.state.tx.us. For a list of the specific law(s) and/or rule(s) summarized in each item of this Bill of Rights, or if you have questions or comments, contact the Office of Public Insurance Counsel (OPIC) at 1-877-611-6742, by mail at 333 Guadalupe, Suite 3-120, Austin, TX 78701, or visit the OPIC website at www.opic.state.tx.us.

This Bill of Rights does not address your responsibilities. Your responsibilities concerning your insurance can be found in your policy. Failure to meet your obligations may affect your rights.

Getting information from the Department of Insurance and your insurance company

1. *INFORMATION FROM TDI.* You have the right to call TDI free of charge at 1-800-252-3439 or 512-463-6515 in Austin to learn more about:

- your rights as an insurance consumer;
- the license status of an insurance company or agent;
- the financial condition of an insurance company;
- the complaint ratio and type of consumer complaints filed against an insurance company;
- use of credit information by insurance companies, including which insurance companies use it and access to each company's credit scoring model;
- an insurance company's rates filed with the state;
- an insurance company's underwriting guidelines (subject to exemptions in the Public Information Act, also known as the Open Records Act); and
- other consumer concerns.

You can also find some of this information on the TDI website at www.tdi.texas.gov.

At www.helpinsure.com, Texans can find more detailed information on their current and prospective insurers. TDI, in conjunction with OPIC, maintains this website to help Texans shop for residential property insurance and personal automobile insurance. For companies writing in Texas that are in the top 25 company groups nationally, the site also includes:

- a list of insurers by county and/or ZIP code;
- detailed contact information for each insurer;
- sample rates and a brief history of increases and/or decreases in the rates;
- policy form comparisons;
- a list of policy forms, exclusions, endorsements, and discounts offered by each insurer; and
- non-confidential disciplinary actions against each insurer.

2. *INFORMATION FROM YOUR INSURANCE COMPANY.* You have the right to a toll-free number to call your insurance company free of charge with questions or complaints. You can find this number on a notice accompanying your policy. This requirement does not apply to small insurance companies.

What you should know before you buy insurance

3. *PROHIBITED STATEMENTS.* Your insurance company or agent is prohibited from making false, misleading, or deceptive statements to you relating to insurance.

4. *EXCESS LIMITS.* An insurer or agent cannot require you to purchase liability limits greater than the minimum limits required by law or require you to purchase other types of coverage as a condition of offering or renewing insurance. The current minimum limits are 30/60/25, which references the maximum amount the policy will pay for each accident: \$30,000 per person for a bodily injury claim/\$60,000 for all bodily injury claims combined/\$25,000 for property damage claims per accident.

NOTE: Texas law requires that automobile insurance policies include personal injury protection (PIP) and uninsured motorist protection (UM/UIM) unless you reject these coverages in writing. Also, as a condition of your automobile loan, your lender may require you to purchase other types of coverages, such as collision or comprehensive coverage, to pay for any damage to your vehicle.

5. *CREDIT INFORMATION.* An insurance company cannot deny you insurance solely on the basis of credit information. Insurers who use credit information must also consider other underwriting factors independent of credit information when deciding whether to offer coverage. (For additional information see the section of this Bill of Rights titled *What you should know about insurance companies' use of credit information.*)

6. *SAFETY NET.* You have the right to buy minimum liability, personal injury protection, and uninsured motorist insurance through the Texas Automobile Insurance Plan Association, also known as TAIPA, if you have been denied coverage by two insurance companies.

7. *PAYMENT PLANS.* You may have the right to pay your automobile insurance premium in installments. Insurance companies will charge a fee for each installment.

8. *ELECTRONIC PAYMENTS*. If you authorize your insurer to withdraw your premium payments directly from your financial institution, your insurer cannot increase the amount withdrawn unless:

- the insurer notifies you by U.S. mail of the increase in premium at least 30 days prior to its effective date; and
- you do not notify the insurer that you object to the increase in the amount to be withdrawn at least five days prior to the increase.

The notice provided by the insurer must include a toll-free number, a mailing address and an email address (if applicable), through which you can contact the insurer to object to the increase.

NOTE: This does not apply to premium increases specifically scheduled in the original policy, to increases based on policy changes you request, or to an increase that is less than \$10 or 10% of the previous month's payment.

9. *NOTICE OF REDUCED COVERAGE*. If an insurer uses an endorsement to reduce the amount of coverage provided by your policy, the insurer must give you a written explanation of the change made by the endorsement. The insurer must provide the explanation not later than the 30th day before the effective date of the new or renewal policy. An insurance company cannot reduce coverage during the policy period unless you request the change. If you request the change, the company is not required to provide notice.

10. *EXPLANATION OF DENIAL*. Upon request, you have the right to be told in writing why you have been denied coverage. The written statement must fully explain the decision, including the precise incidents, circumstances, or risk factors that disqualified you. It must also state the sources of information used.

NOTE: The obligation to provide a written explanation applies to insurance companies directly. An independent agent does not have a specific duty to quote the lowest possible rate to a consumer or to provide a written statement explaining why the agent did not offer the consumer the lowest possible rate.

11. *RATE DIFFERENTIAL WITHIN A COUNTY*. If an insurance company subdivides a county for the purpose of charging different rates for each subdivision, the difference between the lowest and the highest rate cannot exceed 15 percent unless actuarially justified.

12. *RIGHT TO PRIVACY*. You have the right to prevent an insurance company, agent, adjuster or financial institution from disclosing your personal financial information to companies that are not affiliated with the insurance company or financial institution. Some examples are income, social security number, credit history and premium payment history.

If you apply for a policy, the insurance company or financial institution must notify you if it intends to share financial information about you and give you at least 30 days to refuse. This refusal is called "opting out." If you buy a policy, the insurance company or financial institution must tell you what information it collects about you and whether it intends to share any of the information, and give you at least 30 days to opt out. Agents and adjusters who intend to share your information with anyone other than the insurance company or financial institution must give you similar notices.

You can opt out at any time. Your decision to opt out remains in effect unless you revoke it.

These protections do not apply to information:

- publicly available elsewhere;
- insurance companies or financial institutions are required by law to disclose; or
- insurance companies or financial institutions must share in order to conduct ordinary business activities.

What you should know about cancellation and nonrenewal

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

- terminates the policy;
- reduces or restricts coverage under the policy; or
- refuses to provide additional coverage to which you are entitled under the policy.

Refusal to renew and nonrenewal mean the policy terminates at the end of the policy period.

The **policy period** is shown on the declarations page at the front of your policy.

13. **LIMITATION ON CANCELLATION.** After your initial policy with your company has been in effect for 60 days, that insurance company cannot cancel your policy unless:

- you don't pay your premium when due;
- you file a fraudulent claim;
- your driver's license or car registration is revoked or suspended;
- the driver's license of any household resident or person who customarily drives a covered auto is suspended or revoked. If you agree to exclude coverage for that person, the insurance company cannot cancel your policy for this reason; or
- TDI determines continuation of the policy would result in violation of insurance laws.

14. **NOTICE OF CANCELLATION.** To cancel your policy, your insurance company must mail notice at least 10 days prior to the effective date of the cancellation. Your policy may provide for even greater notice.

15. **POLICYHOLDER'S RIGHT TO CANCEL.** You have the right to cancel your policy at any time and receive a refund of the remaining premium. The refund will be paid to you unless your premium was financed through a premium finance company. In that case, the refund will be paid to the premium finance company to reduce the amount you owe on your loan.

16. **CHANGE IN MARITAL STATUS.** If your marital status changes, you have the right to continue your insurance coverage. You have a right to a new policy in your name that has coverages which most nearly approximate the coverages of your prior policy, including the same expiration date. The insurance company cannot date the new policy so that a gap in coverage occurs.

17. **NOT-AT-FAULT CLAIMS.** Your insurance company cannot refuse to renew your policy solely because of any of the following types of claims:

- claims involving damage from a weather-related incident that does not involve a collision, like damage from hail, wind or flood;
- accidents or claims involving damage by contact with animals or fowls;
- accidents or claims involving damage caused by flying gravel or flying objects; however, if you have three of these claims in a three year period, the insurance company may raise your deductible on your next renewal date;
- towing and labor claims; however, once you have made four of these claims in a three year period, the company may eliminate this coverage from your policy on your next renewal date; and
- any other accident or claim that was not your fault unless you have two or more of these claims or accidents in a one-year period.

18. **USE OF AGE TO NONRENEW.** Your insurance company cannot refuse to renew your policy based solely on the age of any person covered by the policy. This includes placing you in a higher priced company or requiring a named driver exclusion for a teenager who reaches driving age.

19. **USE OF CREDIT INFORMATION TO NONRENEW.** An insurance company cannot refuse to renew your policy solely on the basis of credit information. Insurers who use credit information must also consider other underwriting factors independent of credit information when deciding whether to renew coverage. (For additional information see the section of this Bill of Rights titled *What you should know about insurance companies' use of credit information.*)

20. **LENGTH OF POLICY TERM.** If the term of your insurance policy is less than one year, your insurance company must renew that policy until it has been in effect for one year. Your insurance company may only refuse to renew your policy effective on the anniversary of the policy's original effective date. For instance, if your policy was originally effective on January 1, Year 1, the insurance company must renew your policy to provide coverage until January 1, Year 2, and thereafter, may only refuse to renew your policy effective January 1 of any subsequent year.

21. **NOTICE OF NONRENEWAL.** If the insurance company does not mail you notice of nonrenewal at least 30 days before your policy expires, you have the right to require the insurance company to renew your policy.

22. **EXPLANATION OF CANCELLATION OR NONRENEWAL.** Upon request, you have the right to a written explanation of an insurance company's decision to cancel or nonrenew your policy. The written statement must fully explain the decision, including the precise incidents, circumstances, or risk factors that disqualified you. It must also state the sources of information used.

What you should know when you file a claim

23. **FAIR TREATMENT.** You have the right to be treated fairly and honestly when you make a claim. If you believe an insurance company has treated you unfairly, call the Department of Insurance at 1-800-252-3439 (512-463-6515 in Austin) or download a complaint form from the TDI website at www.tdi.texas.gov. You can complete a complaint form on-line via the Internet or fax it to TDI at 512-475-1771.

24. **SETTLEMENT OFFER.** You have the right to reject any settlement amount, including any unfair valuation, offered by the insurance company. If you reject a settlement offer, your options include continuing to negotiate with the insurer or pursuing legal remedies, such as mediation, arbitration, or filing a lawsuit.

25. **EXPLANATION OF CLAIM DENIAL.** Your insurance company must tell you in writing why your claim or part of your claim was denied.

26. **TIMEFRAMES FOR CLAIM PROCESSING AND PAYMENT.** When you file a claim on your own policy, you have the right to have your claim processed and paid promptly. If the insurance company fails to meet required claims processing and payment deadlines, you have the right to collect 18 percent annual interest and attorney's fees in addition to your claim amount.

Generally, within **15 calendar days**, your insurance company must acknowledge receipt of your claim and request any additional information reasonably related to your claim. Within **15 business days** after receipt of all requested information, the company must approve or deny your claim in writing. The law allows the insurance company to extend this deadline up to **45 days** if it notifies you that more time is needed and tells you why.

After notifying you that your claim is approved, your insurance company must pay the claim **within five business days**.

If your claim results from a weather-related catastrophe or other major natural disaster as defined by TDI, these claims handling deadlines are extended for an additional 15 days.

27. **CHOICE OF REPAIR SHOP AND REPLACEMENT PARTS.** You have the right to choose the repair shop and replacement 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 automobile. The insurance company must provide you notice of the above requirements as follows:

- claims submitted by telephone – written notice within three business days or immediate verbal notice, followed by written notice within 15 days;
- claims submitted in person – immediate written notice at the time you present your vehicle to an insurer or an insurance adjuster or other person in connection with a claim for damage repair; or
- claims submitted in writing – written notice must be provided within three business days of the insurance company's receipt of the notice.

28. **DEDUCTIBLE RECOVERY.** If another person is liable for damage to your auto and you filed a claim and paid a deductible on your own policy, your insurance company must make a reasonable and diligent effort to recover the deductible from that person within twelve months from the date your claim is paid. If not, your company must:

- authorize you, at least 90 days prior to the expiration of the statute of limitations, to pursue your own collection efforts, or
- refund your deductible.

29. *NOTICE OF LIABILITY CLAIM SETTLEMENT.* Your insurance company must notify you if it intends to pay a liability claim against your policy. The company must notify you in writing of an initial offer to compromise or settle a claim against you no later than the 10th day after the date the offer is made. The company must notify you in writing of any settlement of a claim against you no later than the 30th day after the date of the settlement.

30. *INFORMATION NOT REQUIRED FOR CLAIM PROCESSING.* You have the right to refuse to provide your insurance company with information that does not relate to your claim. In addition, you may refuse to provide your federal income tax records unless your insurer gets a court order or your claim involves lost income or a fire loss.

What you should know about prohibited discrimination

31. *PROTECTED CLASSES.* An insurance company cannot discriminate against you by refusing to insure you; limiting the amount, extent or kind of coverage available to you; charging you a different rate for the same coverage; or refusing to renew your policy:

- because of race, color, religion, or national origin; or
- unless justified by actual or anticipated loss experience, because of age, gender, marital status, geographic location, or disability or partial disability.

32. *UNDERWRITING GUIDELINES.* Underwriting guidelines may not be unfairly discriminatory and must be based on sound actuarial principles.

33. *EQUAL TREATMENT.* Unless based on sound actuarial principles, an insurance company may not treat you differently from other individuals of the same class and essentially the same hazard. If you sustain economic damages as a result of such unfair discrimination, you have the right to sue that insurance company in Travis County District Court.

If your suit prevails, you may recover economic damages, court costs and attorney and necessary expert witness fees. If the court finds the insurance company knowingly violated your rights, it may award up to an additional \$25,000 per claimant.

You must bring the suit on or before the second anniversary of the date you were denied insurance or the unfair act occurred or the date you reasonably should have discovered the occurrence of the unfair act. If the court determines your suit was groundless and you brought the lawsuit in bad faith, or brought it for the purposes of harassment, you will be required to pay the insurance company's court costs and attorney fees.

What you should know about insurance companies' use of credit information

34. *REQUIRED DISCLOSURE.* If an insurance company uses credit information to make underwriting or rating decisions, the company must provide you a disclosure statement within 10 days after receiving your completed application for insurance.

The disclosure indicates whether the insurer will obtain and use your credit information and lists your specific legal rights, including:

- credit information insurance companies cannot use against you;

- how you can get reasonable exceptions that your insurer is required to make to its use of credit information if certain life events, such as divorce, death of a close family member, or identity theft, hurt your credit;
- the notice* an insurer must send you when making a credit-based decision that harms your ability to get or keep insurance or requires you to pay a higher premium; and
- how you can dispute credit information and require an insurer to re-rate your policy if the rate was increased because of inaccurate or unverifiable credit information.

*The notice must include a description of up to four primary factors that influenced the action taken by the insurer.

Insurers must use the disclosure form (CD-1) adopted by the commissioner or an equivalent disclosure form filed prior to use with TDI. The CD-1 is available at www.tdi.texas.gov/forms/pcpersonal/pc328crdtds.pdf or by calling 1-800-252-3439. Additional information regarding insurers' use of credit information is available at www.tdi.texas.gov/credit/credit.html.

What you should know about enforcing your rights

35. **FILING YOUR COMPLAINTS.** You have the right to complain to TDI about any insurance company and/or insurance matter and to receive a prompt investigation and response to your complaint. To do so, you should:

- call TDI's *Consumer Help Line* at 1-800-252-3439 (512-463-6515 in Austin) for service in both English and Spanish;
- write to the Texas Department of Insurance, Consumer Protection, Mail Code 111-1A, P.O. Box 149091, Austin, Texas 78714-9091;
- email TDI at ConsumerProtection@tdi.state.tx.us;
- fax your complaint to 512-475-1771;
- download or complete a complaint form online from the TDI website at www.tdi.texas.gov; or
- call the TDI Publications/Complaint Form order line at 1-800-599-SHOP (7467), (512-305-7211 in Austin). The order line is available 24 hours a day, seven days a week.

NOTE: TDI offers interpreter services and publications in alternate formats. Persons needing more information in alternate layouts or languages can call the *TDI Consumer Help Line* listed above.

36. **RIGHT TO SUE.** If an insurance company violates your rights, you may be able to sue that company in court, including small claims court, with or without an attorney.

37. **BURDEN OF PROOF.** If you sue to recover under your insurance policy, the insurance company has the burden of proof as to any application of an exclusion in the policy and any exception to or other avoidance of coverage claimed by the insurer.

38. **REQUESTING NEW RULES.** You have the right to ask in writing that TDI make or change rules on any automobile insurance issue that concerns you. Send your written request to: Texas Department of Insurance, Attn: Commissioner (113-2A), P.O. Box 149104, Austin, TX 78714-9104.

**Tarjeta de Seguro de
Responsabilidad 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 vehiculo de motor
licencia para conducir
etiqueta de inspección de seguridad para su vehiculo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehiculos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspension de su licencia para conducir y su registro de vehiculo de motor, y la retención de su vehiculo por un periodo de hasta 180 dias (a un costo de \$15 por dia).

IMPORTANTE: Si usted quiere una tarjeta oficial escrita en español, llame a este número:
1-800-531-8111

Important Information About Ride Sharing Activity

What is ride sharing?

Ride sharing is the use of your personal vehicle to provide pre-arranged transportation of persons or property for compensation. The transportation arrangement is facilitated through a Transportation Network Company (TNC). Examples of TNCs include Uber, SideCar and Lyft. Ride sharing is an emerging industry and many municipalities are still evaluating whether and how to regulate these activities. If you intend to participate in ride sharing, we recommend that you check state and local laws regularly for any applicable legal requirements or restrictions.

Does my USAA policy cover ride sharing?

Except for Personal Injury Protection, your USAA auto policy does not provide any coverage while your insured vehicle is used in ride sharing. Coverage provided by the TNC may not apply during the time you are available to accept a passenger or delivery assignment, but have not yet accepted a passenger or delivery assignment. If you are involved in ride sharing, you may have a gap in coverage. It's important to understand the coverage provided by the TNC, so we recommend you contact them for more information.

How can USAA help?

We're pleased to offer Ride Share Gap Protection, which will extend coverage during the time you are available to accept a passenger or delivery assignment, but have not yet accepted a passenger or delivery assignment.

If you or a resident relative is involved in ride sharing activities, please call 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722 to discuss adding Ride Share Gap Protection to your policy. We will be happy to provide you with a quote.

Does USAA need to know if I'm involved in ride sharing?

Yes, you must notify us immediately if you or a resident relative is involved in ride sharing activities. See the enclosed endorsement titled "Amendment of Policy Provisions – Ride Sharing Activity" for more details.

Avoid Driving While Distracted

Safety is a top priority for USAA, and we encourage our members to avoid driving while distracted, including while engaging in ride sharing activities.

IMPORTANT NOTICE

**NON-RENEWALS FOR NOT-AT-FAULT ACCIDENTS OR CLAIMS
(28 TAC ~~§~~5.7016)**

We may not use any of the following types of accidents or claims as the only reason for refusing to renew your personal auto policy:

1. a claim involving damage from a weather-related incident that does not involve a collision (some examples being hail, flood, tornado, winds or hurricanes);
2. an accident or claim involving damage by contact with an animal or a fowl;
3. an accident or claim involving damage caused by flying gravel, missiles or falling objects; however, if you have three of these losses in any 36-month period, we may increase your deductible to the higher of \$250 or the next available deductible increment higher than your present deductible amount, at your renewal date;
4. a claim under towing and labor protection; however, if you have four claims of this type in any 36-month period, we have the option of eliminating this coverage from your policy;
5. any other not-at-fault accident or claim unless there are two or more of these accidents or claims in any 12-month period.

"Refusal to renew" means our refusal to renew your personal auto policy in the same company which originally issued the policy.

To the extent of any possible conflict between this notice and the Texas Administrative Code (28 TAC ~~§~~5.7016), the latter will be controlling.



ACCIDENT REPORT FORM

The accident report form is a useful tool to assist you in the event you have an accident, loss, you are injured, your vehicle is disabled or you need a rental car.

Please place a copy of this form in each of your vehicles as a reference tool to help you remember information necessary in processing your claim.

In the event of an accident, there are several things to remember:

- ◆ **Move to a safe location** if you or your car is creating a safety hazard or if you're concerned with your safety.
- ◆ **Do not leave the scene of the accident** until you have exchanged contact information with the others involved.
- ◆ **Call the police** and follow their instructions.
 - **Call 911** if there are any injuries
 - In minor accidents, the police may instruct you to exchange information and then contact your insurance company
- ◆ **Do not discuss who is at fault** with other parties.
- ◆ **Do not disclose your policy details.** You should only share your drivers license number, that you're insured with USAA, provide your member and USAA's phone number.
- ◆ **Collect as much information as you can** about the other drivers using the form below.

By contacting USAA at usaa.com or by phone at **1-800-531-8722 (USAA)** you can:

- ◆ **Report your claim.**
- ◆ **Request a tow** from the scene of the accident. If your vehicle has already been moved for storage or safety, we can assist you in having your vehicle towed from the storage location.
- ◆ **Reserve a rental vehicle.**
- ◆ **Arrange your repairs.** You have the right to select the repair shop of your choice. If you are uncertain where to have your damaged vehicle repaired, USAA can assist you in selecting a repairer in the USAA's STARS¹ auto repair network convenient to your business or home. If you select the STARS option, repairs will be warranted for as long as you own the vehicle.

If you are not injured and can exchange information with the other driver(s), we ask that you attempt to collect the following information to assist in expediting your claim. (Use the other side of this form for more room if necessary.)

LOSS INFORMATION	
Date of Accident: _____	Street/Location: _____
Time of Accident: _____	City and State: _____
Police/Sheriff Dept. _____ Report #: _____	
OTHER VEHICLES AND PARTIES	
Name of Driver: _____	Name of Driver: _____
Address, City, St: _____	Address, City, St: _____
Drivers License Number: _____ State: _____	Drivers License Number: _____ State: _____
Phone Number: _____ Insurance Co.: _____	Phone Number: _____ Insurance Co.: _____
Policy Number: _____	Policy Number: _____
Vehicle License Number: _____ State: _____	Vehicle License Number: _____ State: _____
Year of Vehicle: _____ Make _____ Model _____	Year of Vehicle: _____ Make _____ Model _____
Passengers (y/n): _____ How Many: _____ Injuries (y/n): _____	Passengers (y/n): _____ How Many: _____ Injuries (y/n): _____
Passenger Names: _____	Passenger Names: _____
Witnesses: _____	Witnesses: _____

¹STARS facilities are part of USAA's repair network program and warrant repairs for as long as you own your vehicle. Regardless of where you have your vehicle towed after an accident, you are entitled to have your vehicle repaired at the shop of your choice.

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Uninsured Motorists/Underinsured Motorists Coverage in Texas

Below, you will find a brief explanation of Uninsured Motorists/Underinsured Motorists and Uninsured Motorists Property Damage coverages. Please remember that this explanation is only an overview, and it does not replace or supplement any of the provisions of your policy. Please see your policy for details because the policy controls all issues of coverage.

The decisions you make regarding the amount of coverage will affect your insurance premium. If you have questions, please contact Policy Service by calling 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722. **You may complete this form online at usaa.com.**

Coverage Description

Uninsured Motorists/Underinsured Motorists (UM/UIM) Coverage:

- Protects you and your family if injured in a motor vehicle accident caused by an uninsured, underinsured, or hit-and-run motorist who is at-fault.
- Pays if you or your family are injured by an at-fault motorist whose Bodily Injury (BI) Liability limits are less than the amount of damages you are legally entitled to recover from the at-fault motorist. The at-fault motorist's policy pays its BI Liability limits first, then your UM/UIM Coverage pays the lesser of:
 - any remaining loss, or
 - your UM Coverage limits.
- Must be issued with UM/UIM Coverage limits equal to the minimum coverage limits required by Texas unless you reject UM/UIM Coverage or select higher UM/UIM Coverage limits by completing, signing, and returning the Rejection/Selection Form by mail or at usaa.com.
- Your rejection of UM/UIM Coverage will remain in effect on this policy and on future renewals until you request otherwise in writing.

Uninsured Motorists Property Damage (UMPD) Coverage:

- UMPD cannot be carried without UM/UIM; however, you can carry UM/UIM without UMPD by rejecting just the UMPD Coverage.
- Pays for damage to your vehicle that you are legally entitled to recover from an at-fault uninsured or underinsured motorist or hit-and-run motor vehicle because of property damage (including loss of use and your personal property inside the vehicle) sustained in an auto accident. The at-fault underinsured motorist's policy pays its PD Liability limits first, then your UMPD coverage pays the lesser of:
 - any remaining loss, or
 - your UMPD limits.
- Must be issued with UMPD Coverage limits equal to the minimum coverage limits required by Texas unless you reject UMPD Coverage or select higher UMPD Coverage limits by completing, signing, and returning the Rejection/Selection Form by mail or at usaa.com.
- Your rejection of UMPD Coverage will remain in effect on this policy and on future renewals until you request otherwise in writing.
- Vehicle damage is subject to a \$250 deductible.



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If you do not wish to make any changes to your current policy, no action is required. TO MAKE CHANGES TO YOUR POLICY, PLEASE COMPLETE THIS FORM, SIGN, AND RETURN IT TO US. The premiums below reflect the total premium for this coverage for all vehicles insured on this Policy.

Rejection/Selection Form

**Uninsured/Underinsured Motorists Coverage (UM/UIM)
And Uninsured Motorists Property Damage Coverage (UMPD)**

Semi-annual premium per policy

I want the UM/UIM and UMPD limits checked below:

UM/UIM	Premium	UMPD	Premium
<input type="checkbox"/> \$ 30,000/\$ 60,000	\$ 19.70	<input type="checkbox"/> \$ 25,000	\$ 26.58
<input type="checkbox"/> \$ 50,000/\$ 100,000	\$ 29.35	<input type="checkbox"/> \$ 50,000	\$ 33.49
<input type="checkbox"/> \$ 100,000/\$ 200,000	\$ 42.74	<input type="checkbox"/> \$ 100,000	\$ 39.08
<input type="checkbox"/> \$ 100,000/\$ 300,000	\$ 49.04	<input type="checkbox"/> \$ 300,000	\$ 45.19
<input type="checkbox"/> \$ 300,000/\$ 500,000	\$ 68.54	<input type="checkbox"/> \$ 500,000	\$ 48.11
<input type="checkbox"/> \$ 500,000/\$ 500,000	\$ 74.06		
<input type="checkbox"/> \$ 500,000/\$1,000,000	\$ 77.80		
<input type="checkbox"/> \$ 1,000,000/\$1,000,000	\$ 87.06		

I reject both UM/UIM Coverage and UMPD Coverage for this policy and all subsequent renewals until I request otherwise in writing.

I reject only UMPD Coverage for this policy and all subsequent renewals until I request otherwise in writing.

DO NOT SIGN UNTIL YOU READ

USAA Number

Signature of Named Insured _____

() _____
Home Phone

() _____
Alternate Phone

Date

Please complete this form and fax it to 1-800-531-8877 or mail it to USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288; or **complete this form on usaa.com.**

If this form is sent by facsimile machine (fax), the sender adopts the document USAA receives as a duplicate original and adopts the signature the receiving fax machine produces as the sender's original signature.



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Personal Injury Protection Coverage in Texas

Below, you will find a brief explanation of Personal Injury Protection coverage. Please remember that this is designed to be a simple overview. Coverage is subject to all the provisions and exclusions described in your insurance policy. The decisions you make regarding the level of coverage in these areas may affect your insurance premium.

When purchasing this coverage, it is important to understand that you will be reimbursed only for reasonable and necessary medical expenses. Bills are audited, and amounts charged which are not reasonable, or charges incurred for treatment which is not necessary, will not be reimbursed. Any amounts not qualifying for reimbursement are your responsibility.

Please see your policy for details. If you have further questions, feel free to contact a member service representative by calling (800) 531-8111 (498-8111 in San Antonio).

Coverage Descriptions

Personal Injury Protection Coverage (PIP)

- PIP of \$2,500 per person is automatically provided.
- Limit may be increased up to \$100,000.
- May be rejected, but the request must be in writing. A rejection applies to all vehicles and remains in effect, even for renewal policies, unless you request that we reinstate the coverage.
- Pays up to the chosen limit for a combination of benefits, including:
 - All reasonable and necessary medical and funeral expenses.
 - 80% of the monthly income lost by a wage earner because of disability.
 - Essential services ordinarily performed by an injured person who is a non-wage earner, such as a housewife.



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Rejection/Selection Form

If you do not wish to make any changes to your current policy, no action is required. If you would like to make changes to your policy, please complete, sign and return the form below. The premiums below reflect the total premium for this coverage for all vehicles insured on your policy.

Personal Injury Protection (PIP)

Semi-annual premiums per policy

I want my PIP limit as checked below:

<u>Limit</u>	<u>Premium</u>	<u>Limit</u>	<u>Premium</u>
<input type="checkbox"/> \$ 2,500	\$ 25.40	<input type="checkbox"/> \$ 50,000	\$ 64.07
<input type="checkbox"/> \$ 5,000	\$ 31.15	<input type="checkbox"/> \$ 75,000	\$ 67.30
<input type="checkbox"/> \$10,000	\$ 40.36	<input type="checkbox"/> \$100,000	\$ 69.60
<input type="checkbox"/> \$25,000	\$ 57.63		

I reject Personal Injury Protection (PIP) for this policy and all subsequent renewals.
For rejection to be valid you must sign the "Acknowledgement of Coverage Selections."

ACKNOWLEDGEMENT OF COVERAGE SELECTIONS

I understand my policy will be issued to reflect the options I have chosen with respect to the coverages shown on the previous pages, and that these options will apply to all vehicles on my policy.

For PIP, I further understand and agree that my selection of coverage limits or my rejection of coverage shall be applicable to all vehicles on my policy, all future renewals of the policy, future policies issued to me because of a change of vehicle or coverage, or because of an interruption of coverage unless I subsequently request a change in coverage in writing.

USAA Number

Signature of Named Insured _____

() _____ () _____ _____
Home Phone Alternate Phone Date

Please fax your completed form to (800) 531-8877 (498-4727 in San Antonio) or mail it to the following address: USAA, 9800 Fredericksburg Road, San Antonio, Texas 78288

If this form is sent by facsimile machine (fax), the sender adopts the document received by USAA as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.



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