

TEXAS PERSONAL AUTO POLICY
Consumers County Mutual Insurance Company
 (A County Mutual Company)

GENERAL PROVISIONS SECTION

Unless otherwise stated, the provisions in this General Provisions Section apply to all Coverage Sections and endorsements of this policy.

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we will provide the coverages you have selected. These are shown by premium entries in the Declarations. The Declarations is a part of this policy.

GENERAL DEFINITIONS

Throughout this policy:

- A. "You" and "your" refer to:
1. The "named insured" shown in the Declarations; and
 2. The spouse if a resident of the same household.
The term spouse includes, if a resident of the same household:
 - a. The civil partner of the "named insured", provided such civil union was obtained in a state where a civil union is legally recognized; or
 - b. The "domestic partner" of the "named insured".
 If the spouse (other than a civil partner or "domestic partner") ceases to be a resident of the same household during the policy period, the spouse will be considered "you" and "your" under this policy during a period of separation in contemplation of divorce and only until the effective date of another policy listing the spouse as a named insured.
- B. "We", "us" and "our" refer to the member company of Travelers providing this insurance and shown as the insurer in Item 6 of the Declarations.
- C. We consider a private passenger auto, pickup or van to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- D. "Minimum limits" refers to the following limits of liability as required by Texas law, to be provided under a policy of automobile liability insurance:
1. \$30,000 for each person, subject to \$60,000 for each accident with respect to "bodily injury"; and
 2. \$25,000 for each accident with respect to "property damage".
- Other words and phrases are defined. They are in quotation marks when used.
- E. "Bodily injury" means bodily harm, sickness or disease, including death that results.
- F. "Business" includes trade, profession or occupation.
- G. "Business Day" means a day other than a Saturday, Sunday, or holiday recognized by the State of Texas.
- H. "Domestic partner" means a person who is in a continuing spouse-like relationship with a named insured for the purpose of a domestic life. Both persons must be 18 years of age or older and may not be related to each other by blood. Neither may be married to another person, or be a "domestic partner" or partner by civil union of any other person.
- I. "Newly acquired auto"
1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup, utility vehicle or van, that has a Gross Vehicle Weight Rating of 25,000 lbs. or less that:
 - (1) Is not used primarily for the delivery or transportation of goods, materials or supplies, other than samples; or
 - (2) Is used for farming or ranching

2. Coverage for a "newly acquired auto" which replaces a vehicle shown in the Declarations is provided as described below.

- a. For any coverage provided in this policy except coverage under the Damage To Your Auto Coverage Section, a "newly acquired auto" will have the same coverage as the vehicle it replaced. Coverage begins on the date you become the owner without your having to ask us to insure it.
- b. Coverage under the Damage To Your Auto Coverage Section for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply to a replacement vehicle, you must ask us, within 20 days after you become the owner, to:
 - (1) Add coverage under the Damage To Your Auto Coverage Section; or
 - (2) Continue coverage under the Damage To Your Auto Coverage Section on the replacement vehicle after the 20-day period has elapsed.

If you ask us to insure a "newly acquired auto" which replaces a vehicle shown in the Declarations after the 20-day period described above has elapsed, coverage we provide for such replacement vehicle under the Damage To Your Auto Coverage Section, except the coverage provided in 2.b., will begin at the time you request the coverage.

3. Coverage for a "newly acquired auto" which is in addition to any vehicle shown in the Declarations is provided as described below.
 - a. The "newly acquired auto" will have the broadest coverage we now provide for any covered vehicle shown in the Declarations. Coverage begins on the date you become the owner.
 - b. For any coverage provided in this Policy to apply to such additional vehicle, you must ask us to insure it within 20 days after you become the owner.

If you ask us to insure a "newly acquired auto" which is in addition to any vehicle shown in the Declarations after the 20-day period described above has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- J. "Occupying" means:
 1. In;
 2. Upon; or
 3. Getting in, on, out or off.
- K. "Property damage" means physical injury to, destruction of or loss of use of tangible property. This definition does not apply for Coverage D3 – Uninsured Motorists Property Damage Coverage.
- L. "Resident relative" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child. Your unmarried dependent children, wards, and foster children while temporarily away from home will be considered residents if they intend to resume residing in your household.
- M. "Trailer" means a vehicle designed to be pulled by a:
 1. Private passenger auto; or
 2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- N. "Your covered auto" means:
 1. Any vehicle shown in the Declarations.
 2. A "newly acquired auto".
 3. Any "trailer" you own.
 4. Any private passenger auto, pickup, van or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This provision (N.4.) does not apply to the Damage To Your Auto Coverage Section.

DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty 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 the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.

- b. To examination under oath and subscribe the same. We may require such exam under oath:
 - (1) From other persons insured under this policy (including a "resident relative").
 - (2) Be done separately and outside the presence of any witnesses or persons insured or seeking benefits under this policy.
- 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 The medical reports must be reasonably related to the accident or loss.
- 5. Submit a proof of loss when required by us.

Additional Duties For Personal Injury Protection Coverage

A person seeking benefits under Coverage Q - Personal Injury Protection Coverage must also submit a written proof of loss, if we so require, no later than 6 months after the date of the accident.

Additional Duties For Uninsured Motorists Coverage

If Coverage D1 – Uninsured Motorists Bodily Injury is shown in the Declarations, a person seeking coverage must also promptly:

- A. Notify the police if a hit-and-run driver is involved.
- B. Send us copies of the legal papers if a suit is brought.
- C. Notify us in writing of a tentative settlement between the person who is an "insured" under Coverage D1 and the insurer of the "uninsured motor vehicle", and allow us 30 days to advance payment to that insured person in an amount equal to the tentative settlement, to preserve our rights against the insurer, owner or operator of such "uninsured motor vehicle".
- D. If there is Uninsured Motorists Bodily Injury shown in the Declarations with Property Damage:
 - 1. Take reasonable steps after loss to protect "your covered auto" from further loss.
 - 2. Permit us to inspect and appraise the damaged property before its repair or disposal.

Additional Duties For Collision And Comprehensive Coverages

If Coverage E – Collision Coverage or Coverage F - Comprehensive Coverage is shown in the Declarations, a person seeking coverage must also:

- A. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their

equipment from further loss. We will pay reasonable expenses incurred to do this.

- B. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
- C. Permit us to inspect and appraise the damaged property before its repair or disposal.

Our Duties As To Payment of First Party Claims

The following provisions are added:

- A. Within 15 days after we receive written notice of a claim, we will:
 - 1. Acknowledge receipt of the claim. If our acknowledgement of the claim is not in writing, we will keep a record of the date, method and content of our acknowledgement.
 - 2. Begin any investigation of the claim.
 - 3. Specify the information that the person making the claim must provide in accordance with the Duties After An Accident Or Loss.

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

- B. After we receive all information we request, we will notify the person making the claim, in writing, whether the claim will be paid or has been denied, or whether more time is needed. We will notify the person making the claim:
 - 1. Within 15 "business days"; or
 - 2. Within 30 days if we have reason to believe the loss resulted from arson.
- C. If we deny the claim or require more time for processing the claim, we must:
 - 1. Give the reasons for denying the claim; or
 - 2. Give the reasons we require more time to process the claim. However, we must either approve or deny the claim within 45 days after the date we notify the person making the claim that more time is needed.
- 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 above in this provision are extended for an additional 15 days.
- E. If we notify the person making the claim that we will pay the claim, or part of the claim, we will pay the claim within five "business days" after we notify that person.
- F. If payment of the claim or part of the claim requires the performance of an act by the person making the claim, we will pay the claim within five "business days" after the date that person performs the act.

Notice of Settlement of Liability Claims

- A. We will notify the named insured, in writing, of any initial offer to compromise or settle a claim against an “insured” under the Liability Coverage Section of this policy. We will give the named insured notice within 10 days after the date the offer is made.
- B. We will notify the named insured, in writing, of any settlement of a claim against an “insured” under the Liability Coverage Section of this policy. We will give the named insured notice within 30 days after the date of the settlement.

GENERAL CONDITIONS

Bankruptcy

Bankruptcy or insolvency of the “insured” will not relieve us of any obligations under this policy.

Changes

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles; or
 4. Coverage, deductible or limits.

If a change resulting from A. or B. above requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general policy revision that includes both broadenings and restrictions in coverage, whether that general policy revision is implemented through introduction of:
1. A subsequent edition of your policy or any of its Coverage Sections; or
 2. An amendatory endorsement.

Fraud

We do not provide coverage for any person under this policy who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

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 the Liability Coverage Section, no legal action may be brought against us until:
1. We agree in writing that the “insured” has an obligation to pay; or
 2. 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 an “insured”.

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 are subrogated to that right. That person must do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
- However, our rights in this Paragraph (A.) do not apply under the Damage To Your Auto Coverage Section, against any person using “your covered auto” with a reasonable belief that such person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person must:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.

Policy Period And Territory

- A. This policy applies only to accidents and losses which occur:
1. During the policy period shown in the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or

3. Canada.

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

Transfer Of Your Interest In This Policy

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the next anniversary of the policy's original effective date.

Two Or More Policies Issued To You

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

Termination

- A. Cancellation
- This policy may be cancelled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.

We may accept another form of notice from the named insured. If there is more than one person shown as named insured in the Declarations, any named insured may cancel this policy. The cancellation by one named insured will be binding on any other named insured.
 2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

- b. At least 20 days notice in all other cases.

3. We will not cancel this policy solely because you are an elected official.
4. After this policy is in effect for more than 59 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or motor vehicle registration or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked.

This must have occurred:

 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, in the event you or a driver described above has had his or her driver's license suspended or revoked, before canceling this policy we will offer to continue the policy with an endorsement excluding coverage when the person who has had his or her driver's license suspended or revoked is operating "your covered auto". If such offer is accepted by you, we will issue an endorsement to that effect; or
 - c. For fraud by you or any "resident relative" in making or settling a claim under this policy; or
 - d. If the Texas Department of Insurance determines that continuation of the policy would result in a violation of the Texas Insurance Code or any other law governing the business of insurance in Texas.
5. Nonpayment of premium means the failure to pay any premium or premium installment or any other financial obligation related to this policy when due.

- B. Nonrenewal
- We have the right to not renew or continue this policy as permitted by Texas law at the end of the policy period shown in the Declarations. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is other than one year, we will have the right not to renew or continue it only at each anniversary of its original effective date. If that date is the 29, 30 or 31 of a month, we may consider the first day of the next month to be this anniversary.

We will not refuse to renew or continue this policy solely because:

1. Of the age of you or any "resident relative"; or
2. You are an elected official.

C. Automatic Termination

1. If we offer to renew or continue your policy for another policy period and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due means 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.

D. Other Termination Provisions

1. If the law in effect in Texas at the time this policy is issued or continued:
 - a. Requires a longer notice period;
 - b. Requires a special form of or procedure for giving notice; or
 - c. Modifies any of the stated termination reasons;
 we will comply with those requirements.

2. We may deliver any notice instead of mailing it. Proof of mailing of any notice will be sufficient proof of notice.
3. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund not later than the 15th business day after the effective date of cancellation or termination of the policy. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice will become the end of the policy period.

LIABILITY COVERAGE SECTION
Coverage A – Bodily Injury
Coverage B – Property Damage

Insuring Agreement

- A. We will pay damages for “bodily injury” or “property damage” for which any “insured” becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the “insured”.

We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for these coverages has been exhausted by payment of judgments or settlements.

We have no duty to defend any suit or settle any claim for “bodily injury” or “property damage” not covered under this policy.

- B. “Insured” as used in this Coverage Section means:
1. You or any “resident relative” for the ownership, maintenance or use of any auto or “trailer”.
 2. Any person using “your covered auto”.
 3. For “your covered auto”, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Coverage Section.
 4. For any auto or “trailer”, other than “your covered auto”, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any “resident relative” for whom coverage is afforded under this Coverage Section. This provision (4.) applies only if the person or organization does not own or hire the auto or “trailer”.

“Insured” does not include:

1. The United States of America or any of its agencies.
2. Any person with respect to “bodily injury” or “property damage” resulting from the operation of an auto by that person as an employee of the United States Government. 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 “bodily injury” or “property damage”.

Supplementary Payments

In addition to our limit of liability, we will pay on behalf of an “insured”:

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

Exclusions

- A. We do not provide Liability Coverage for any “insured”:
1. Who intentionally causes “bodily injury” or “property damage”.
 2. For “property damage” to property owned or being transported by that “insured”.
 3. For “property damage” to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;
 that “insured”. This Exclusion (A.3.) does not apply to “property damage” to a residence or private garage.
 4. For “bodily injury” to an employee of that “insured” during the course of employment. This Exclusion (A.4.) does not apply to “bodily injury” to a domestic employee unless workers’ compensation benefits are required or available for that domestic employee.
 5. For that “insured’s” liability arising out of the ownership or operation of a vehicle while it is being used:
 - a. As a public or livery conveyance. When a vehicle is used to carry property for a fee, this Exclusion (A.5.a.) does not apply to you or a “resident relative” unless the primary usage of the vehicle is to carry property for a fee.

- This Exclusion (A.5.a.) does not apply to a vehicle used for a:
- (1) Share-the-expense car pool;
 - (2) Charitable purpose; or
 - (3) Volunteer purpose.
- b. By a transportation network company driver who is logged on to a transportation network company's digital network as a driver or is engaged in a prearranged ride. A transportation network company means a corporation, partnership, sole proprietorship, or other entity that uses a digital network to connect a transportation company rider or property to a transportation company driver for a prearranged ride.
6. While employed or otherwise engaged in the "business" of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of "your covered auto" by:
- a. You;
 - b. Any "resident relative"; or
 - c. Any partner, agent or employee of you or any "resident relative".
7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion A.6. This Exclusion (A.7.) does not apply to the maintenance or use of a:
- a. Private passenger auto;
 - b. Pickup or van with a Gross Vehicle Weight Rating of 25,000 lbs. or less; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
8. Using a vehicle without a reasonable belief that such "insured" is entitled to do so. This Exclusion (A.8.) does not apply to a "resident relative" using "your covered auto" which is owned by you.
9. For "bodily injury" or "property damage" for which that "insured":
- a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
- A nuclear energy liability policy is a policy issued by any of the following or their successors:
- a. Nuclear Energy Liability Insurance Association;
 - b. Mutual Atomic Energy Liability Underwriters; or
 - c. Nuclear Insurance Association of Canada.
10. For "bodily injury" to you, a "resident relative" or an "insured". This Exclusion (A.10.) does not apply to the portion of the damages that is less than or equal to minimum limits.
- B. We do not provide Liability Coverage for the ownership, maintenance or use of:
1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

 - a. While such vehicle is being used by an "insured" in a medical emergency;
 - b. To any "trailer"; or
 - c. To any non-owned golf cart.
 2. Any vehicle, other than "your covered auto", which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
 3. Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "resident relative"; or
 - b. Furnished or available for the regular use of any "resident relative".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

 - a. Owned by a "resident relative"; or
 - b. Furnished or available for the regular use of a "resident relative".
 4. Any vehicle while participating or competing in, or practicing or preparing for, any prearranged or organized:
 - a. Racing contest, meet or rally, whether against another vehicle or against time;
 - b. Demolition contest;
 - c. Stunting activity; or
 - d. High performance driving or racing instruction course or school.

This Exclusion (B.4.) applies only while the vehicle is at a location, whether temporary or permanent, established for any of the activities listed above.
 5. "Your covered auto" during a period it is rented or leased to others. However, this Exclusion (B.5.) does not apply:
 - a. To the operation of "your covered auto" by you or a "resident relative"; or
 - b. If you or any "resident relative" lends "your covered auto" to another for reimbursement of operating expenses only.

Limit Of Liability

A. Split Limits

If the Declarations shows separate limits of liability for bodily injury and property damage under Coverage A and Coverage B:

The limit of liability shown in the Declarations for each person for Coverage A is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident.

Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Coverage A is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The property damage limit of liability shown in the Declarations for each accident for Coverage B is our maximum limit of liability for all "property damage" resulting from any one auto accident.

These limits are the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

B. Single Limit

1. If the Declarations shows a single limit of liability for Coverage A and Coverage B combined:

The limit of liability shown is our maximum limit of liability for all damages arising out of "bodily injury" and "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

- a. "Insureds";
- b. Claims made;
- c. Vehicles or premiums shown in the Declarations; or
- d. Vehicles involved in the auto accident.

2. We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this provision will not change our total limit of liability.

C. No one will be entitled to receive duplicate payments for the same elements of loss under this Coverage Section that have been paid under:

1. Any other Coverage Section or part of this policy; or
2. Any other personal auto policy.

Out Of State Coverage

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

A. If the state or province has:

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

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

Financial Responsibility

This policy is provided in accordance with the liability coverage required by, and is subject to, the Texas Motor Vehicle Safety Responsibility Act, as amended, to the extent required for "bodily injury" and "property damage". When this policy is certified as future proof of financial responsibility, this policy will comply with the law to the extent required.

Other Insurance

If there is other applicable liability insurance available, any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

SIGNATURE PAGE

SPECIAL PROVISIONS

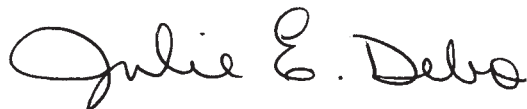
This Company is licensed to operate under Chapter 912 of the Texas Insurance Code, as amended, and such statutes shall apply to and form a part of this policy the same as if written or printed upon, attached or appended hereto.

This policy is issued subject to the constitution and bylaws and all amendments thereto of the Company, which shall form a part of this policy.

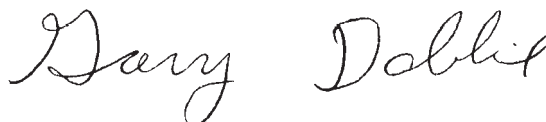
MUTUALS—MEMBERSHIP AND VOTING NOTICE: The named insured is notified that by virtue of this policy the named insured is a member of the Consumers County Mutual Insurance Company of Dallas, Texas, and is entitled, as is lawfully provided in the charter, constitution, or bylaws, to vote either in person or by proxy in any or all meetings of said Company. Each member is entitled to only one vote regardless of the number of policies owned. The Annual Meetings are held in its Home Office in Dallas, Texas, on the second Tuesday in March in each year at 10:30 a.m.

MUTUALS—PARTICIPATION CLAUSE WITHOUT CONTINGENT LIABILITY—NO Contingent Liability: This policy is nonassessable. The policyholder is a member of the Company and shall participate, to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provisions of the law, in the distribution of dividends so fixed and determined.

IN WITNESS WHEREOF, the company has caused this policy to be executed and attested.



Julie E. Debo
Secretary



Gary Dobbie
President